



Mayor

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Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

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Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday, June 2, 2020

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 JUNE 2, 2020  
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Public Hearings:

1. SUP-20-01 Twin Creeks Subdivision Phase II: The applicant is requesting a special use permit to utilize the cluster provisions of the Unified Development Ordinance, Article 7, Section 7.34 in association with the Twin Creeks Phase 2 preliminary subdivision which consists of 28 single-family attached residential lots on an 11.61 acre tract of land located within an R-20A zoning district. The property considered for approval is located on the west side of Galilee Road, approximately 1,800 feet south its intersection with NC Highway 210 and further identified as Johnston County Tax ID# 15I09011B.  
(Planning Director – Stephen Wensman) See attached information.....1
2. SUP-20-03 Jordan Investments Properties, LLC: The applicant is requesting a special use permit to conduct warehousing on two tracts of land totaling 7.86 acres and located within a B-3 (Highway Entranceway Business) zoning district. The properties considered for approval are located on the southeast side of South Brightleaf Boulevard approximately 125 feet south of its intersection with East Underwood Avenue and further identified as Johnston County Tax ID# 15A61037C and 15A61037.  
(Planning Director – Stephen Wensman) See attached information.....31
3. SUP-20-04 Historic Smithfield Foundation, Inc.: The applicant is requesting a special use permit to restore the Freedman School House and operate it as a public use. The property considered for approval is located on the east side of North Fourth Street approximately 170 feet north of its intersection with Caswell Street and further identified as Johnston County Tax ID# 15013053.  
(Planning Director – Stephen Wensman) See attached information.....55

- 4. FY 2020-2021 Budget: In accordance with NCGS 159 -12 (b), before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.  
(Town Manager – Michael Scott) See attached information.....77

**Citizens Comments**

**Consent Agenda Items:**

- 1. Approval of Minutes:
  - a. May 5, 2020 – Reconvened Budget Session
  - b. May 6, 2020 – Reconvened Budget Session.....79
- 2. Special Event: Mucho Mexico – Consideration and request for approval to allow the applicant to have a live band at the restaurant on Saturday, July 4, 2020 from 5:00pm until 10:00pm.  
(Planning Director – Stephen Wensman) See attached information.....95
- 3. Fire Department Promotion: Consideration and request for approval to promote a Firefighter I to the rank of Firefighter 2  
(Fire Chief – John Blanton) See attached information.....99
- 4. Consideration and request for approval to enter into an agreement with Thompson, Price, Scott, Adams & Company, P.A. in the amount not to exceed \$22,750 to conduct the FY 2020 Audit  
(Finance Director – Greg Siler) See attached information.....103
- 5. Consideration and request for approval to renew the library contracts of affiliation  
(Town Manager – Michael Scott) See attached information.....121
- 6. New Hire Report  
(HR Director/ PIO – Tim Kerigan) See attached information.....145

**Business Items:**

- 1. S-19-01 – Twin Creeks Phase 2 Preliminary Plat  
(Planning Director – Stephen Wensman) See attached information.....147
- 2. Consideration and request for approval of various fiscal year end budget amendments  
(Finance Director – Greg Siler) See attached information.....165

**Councilmember’s Comments**

**Town Manager's Report**

- Financial Report (See attached information).....167
- Department Reports (See attached information)..... 171
- **Manager's Report** (Will be provided at the meeting)

Adjourn

# Public Hearings



# Request for Town Council Action

Public  
Hearing: SUP-20-01  
Date: 06/02/2020

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Subject: Twin Creeks Phase 2 Cluster Subdivision  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Special Use Quasi-Judicial Hearing

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## Issue Statement

Stewart-Proctor, PLLC is requesting a Special Use Permit to utilize the cluster provisions of the UDO Section 7.34 in association with the Twin Creeks Phase 2 Preliminary Subdivision Plat consisting of a proposed 28-lot attached single-family residential lots on 11.61 acres of land in the R-20A Zoning District.

## Financial Impact

This development is within the Town Corporate limits, will provide property taxes for 28 single family residential lots and will be served by Town water utilities, police, fire, and garbage collection and other public services.

## Action Needed

To review the special use permit request and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve SUP-20-01 with 2 conditions of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Findings of Fact
3. Application
4. Preliminary Plat and Plans
5. **Tree Plan Overview**
6. Adjacent Property Owner Listing and Notification Certification



# Staff Report

Public SUP-  
Hearing: 20-01

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**REQUEST:**

Stewart-Proctor, PLLC is requesting a Special Use Permit to utilize the cluster provisions of the UDO Section 7.34 in association with the Twin Creeks Phase 2 Preliminary Subdivision Plat consisting of a proposed 28-lot attached single-family residential lots on 11.61 acres of land in the R-20A Zoning District.

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**APPLICATION:**

Application Number:	SUP-20-01
Project Name:	Twin Creeks Phase 2 Cluster Subdivision
TAX ID numbers:	15I09011B
NCPin numbers:	167300-56-5565
Town Limits/ETJ:	Town Limits
Applicant:	Stewart-Proctor, PLLC.
Property Owner:	Navaho Investment Company, LLC
Agents:	Michael Stewart

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**LOCATION:** 6054 Black Creek Road – about 2000 linear feet south of Black Creek Road on Galilee Road.

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**SITE/DEVELOPMENT DATA:**

Acreage:	11.61 acres
Present Zoning:	R-20A
Existing Uses:	Vacant agricultural land
Proposed Use:	Single-family Detached Residential Cluster Subdivision
Fire Protection:	Town of Smithfield
School Impacts:	Potentially adding students to the schools.
Parks and Recreation:	Subject to park dedication fees in lieu funds
Access:	Galilee Road
Water Provider:	Town of Smithfield
Sewer Provider:	Town of Smithfield
Electric Provider:	Duke Energy

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**ADJACENT ZONING AND LAND USES:**

	<b>Exiting Zoning</b>	<b>Existing Use:</b>
<b>North</b>	R-20A	Rural Residential & West Smithfield Elementary School
<b>South-East</b>	R-20A	Agricultural
<b>West</b>	R-20A	Twin Creeks Phase 1 Subdivision (Preliminary Plat)
<b>South</b>	R-20A	Agricultural

**EXISTING CONDITIONS:**

The Phase 2 subdivision site is currently an agricultural property located just south of the West Smithfield Elementary School. The site slopes from Galilee Road towards Black Creek (which is the division line between Phase 1 and Phase 2). There is a row of existing conifers along the northern property line.

**SPECIAL USE:**

The proposed subdivision plans on utilizing the cluster provisions of the Unified Development Code Section 7.34 which require a Special Use Permit. The cluster provisions are intended to:

- Promote more efficient use of land resources than is otherwise possible under conventional zoning and subdivision regulations.
- Reduce the per unit site development costs of dwellings by concentrating residential units on a portion of the site without increasing the overall net gross density above that which would normally be allowed in the district
- Preserve the natural character of the site.
- Preserve farmland and scenic views.
- Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas.
- Provide variety in residential buildings and properties and provide design flexibility that can relate the location of units to unique site conditions.

The residential cluster development provisions allow conventional zoning standards to be relaxed to meet the intended purpose of the cluster regulations including modifications in lot area, lot width, lot frontage, lot coverage, required yards, and public street access, and to save infrastructure development cost, environmental damage, energy use and land resources by concentrating dwellings in specific areas of the site without increasing the net density above that which would normally be allowed under conventional development standards.

**PRELIMINARY PLAT/PLANS ANALYSIS:**

Unit Type/Density/Lot Size. The developer is proposing to construct (28) single family detached residential lots, 0.25 acres in size on average (0.21-0.35 acres in size) with 2.94 acres of preserved open space containing the stormwater SCM and a trail to be owned in common ownership **with a homeowner’s association**.

The Minimum Lot Size in the R-20A zoning district is 15,000 sq. ft. (0.34 acres); however, the cluster regulations allow for 60% reduction in lot size or 9000 sq. ft. (.21 acres).



Minimum Lot Width in the R-20A zoning district is 75 feet; however, the cluster regulations allow for narrower lots (40 ft).

Open Space. The subdivision is preserving 2.94 acres (26.3%) of open space; with 0.81 acres serving as a buffer from Galilee Road and the remaining 2.13 acres along the creek. The development meets or exceeds each of the required open space requirements of the cluster regulations:

- greater or equal in area to the total amount of area by which each lot was reduced below the minimum lot size
- not less than 15% of the gross acreage as common open space.
- capable of being used and enjoyed for purposes of informal and unstructured recreation and relaxation or for horticulture (meets this requirement if stormwater SCM is not included).
- legally and practically accessible to the residents of the development.
- A minimum of one-half of the required open space shall be contained in one continuous undivided part.
- perpetually owned and maintained for the purposes of this section by a homeowner's association.

One of the intended purposes of the open space is to preserve views. These can be views from the site and views to the site. The housing will substantially change the views of the site from Galilee Road. A berm and landscape buffer along Galilee Road will minimize the impact to the views that currently exist.

**Environmental Considerations.** The cluster development will mitigate potential flooding by providing a by-pass storm pipe for the existing drainage ditch that currently bisect the property. The HOA should maintain the stormwater bypass as part of the open space and SCM maintenance.

**Access and Parking.** The subdivision will be served by a cul-de-sac that accesses Galilee Road. The access requires an NCDOT Permit. The developer is required to provide a 5-foot-wide sidewalk on one side of the street right-of-way in accordance with UDO Section 2.22. Comprehensive Growth Management Plan and Transportation Plan suggest an urban street section with curb and gutter in this area.

The cul-de-sac is temporary and will be removed when the street is extended to the vacant parcel to the south when it develops.

**Utilities.** The development will be served by Town of Smithfield water and sewer with a Master Meter on the County's system. A sewage lift station is proposed in Phase 1 to pump sewage to the County's lines. Electricity will be provided by Duke Progress Energy.

**Sidewalks.** The UDO requires the applicant to construct a public sidewalk along Galilee Road and along one side of the cul-de-sac with the new development according to UDO Section 10.112.

**Stormwater Management.** The applicant has submitted a stormwater management plan and is proposing to construction a stormwater management facility (SCM) in the open space near the creek. A stormwater maintenance agreement will be executed to ensure the developer/HOA is responsible for the ongoing maintenance of the pond.

**Tree Preservation.** A tree preservation plan is required, but none has been yet submitted by the developer. The tree preservation plan will identify perimeter trees and significant trees that are required for preservation or mitigation.

**Lighting.** A street lighting plan was submitted with the construction drawings in compliance with the Town's ordinance.

**Signs.** The applicant has not proposed any entrance/development signs at this time. Any signs will require a sign permit prior to construction and will need to comply with the UDO.

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## DRAFT FINDINGS OF FACT:

The UDO, Article 4, sets forth eight findings of fact that are required for approval of a special use permit through a quasi-judicial process. (Please see the attached application which contains the applicant's findings of fact). Staff's findings are shown in ***Bold/Italics*** below:

**4.9.3.5.1.** The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. ***The establishment of this cluster neighborhood will not be detrimental or endanger the public health, safety or general welfare as it adheres to the Town of Smithfield UDO regulations. It will also not add a significant source of traffic, or stormwater runoff as this is being treated by the proposed retention pond. It will also help with future development by added the sewer lift station in phase 1.***

**4.9.3.5.2.** The special use will be in harmony with the existing development and uses within the area in which it is to be located. ***The special use is a cluster neighborhood which is allowed in the R-20A residential zoning. Phase 2 will match phase 1 as far as look and lot sizing. The open space allows for a multi-use path connecting phase 1 to the neighborhood school to the open space also allows no impact to the existing creek and creek buffer.***

**4.9.3.5.3.** The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***The special purpose using a cluster subdivision will not impede the normal and orderly development as it allows for a stub road to the south for continued future development and is less than the maximum housing density of its existing R-20A zoning.***

**4.9.3.5.4.** Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. ***Adequate utilities including water and gravity sewer, road, multi-use path, drainage, on-site parking and mail box kiosks are being provided.***

**4.9.3.5.5.** Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. ***The number of lots combined with the existing traffic counts along Galilee Road do not call for any road upgrade, the roadway turnout was designed to meet NCDOT standards as well as Town of Smithfield sight distance requirements.***

**4.9.3.5.6.** The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. ***It does conform to the district regulations as modified by the clustering provisions.***

**4.9.3.5.7.** Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***There are no conflicts with the Town's adopted transportation plan.***

**4.9.3.5.8.** The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. ***The site is in conformity with the Town's land use and transportation plans.***

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**PLANNING DEPARTMENT RECOMMENDATIONS:**

The Planning Department and Planning Board recommend approval of the SUP-20-01 based on the findings of fact with the following conditions:

1. That a landscape berm be provided along Galilee Road.
2. The HOA shall maintain the stormwater bypass with the open space and SCM maintenance.

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

**Application Number:** SUP-20-01

**Name:** Twin Creeks Phase 2 Cluster Development

**Request:** The applicant seeks a special use permit for a residential cluster development on property located within the R-20A zoning district. The property considered for approval is located at 6054 Black Creek Road, Smithfield NC 27577, about 2000 linear feet south of Black Creek Road on Galilee Road., further identified as Johnston County Tax ID# 167300-56-5565

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

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

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

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

**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant*

and applicant's representative, I move to approve Special Use Permit Application # **SUP-20-01** with the following condition:

1. That a landscape berm be provided along Galilee Road.
2. The HOA shall maintain the stormwater bypass with the open space and SCM maintenance.

**Motion to Deny:** Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # **SUP-20-01** for the following stated reason:

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**Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-20-01 is hereby:**

\_\_\_\_\_ approved upon acceptance and conformity with the following conditions:

1. That a landscape berm be provided along Galilee Road.
2. The HOA shall maintain the stormwater bypass with the open space and SCM maintenance.

\_\_\_\_\_ denied for the noted reasons.

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**Decision made this \_\_\_ day of June, 2020 while in regular session.**

\_\_\_\_\_  
**M. Andy Moore, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shannan L. Parrish, Town Clerk**



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

## SPECIAL USE PERMIT APPLICATION

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

*Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee.*

### SITE INFORMATION:

Name of Project: Twin Creeks Phase II      Acreage of Property: 11.61  
 Parcel ID Number: 15109011B      Tax ID: 167300-56-5565  
 Deed Book: 03276      Deed Page(s): 0267  
 Address: 6054 Black Creek Road, Smithfield NC 27577  
 Location: Left of Galilee Road, South of West Smithfield Elementary School, East of Black Creek

Existing Use: Agriculture      Proposed Use: Residential  
 Existing Zoning District: R-20A

Is project within a Planned Development:      Yes      **No**  
 Planned Development District (if applicable): N/A  
 Is project within an Overlay District:      Yes      **No**  
 Overlay District (if applicable): N/A

### FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_



## Statement of Justification

Twin Creeks Phase II is currently zoned to be R-20A. The Smithfield UDO section allows for cluster subdivisions provided that the allowable density is still maintained and that the amount of acreage missing from the lot minimum of 15,000 per lot is put into open space. We meet the allowable density for R-20A which is 2.9 units per acres using

$$\begin{aligned} 43560 \text{ sf} / 15000 \text{ sf} &= 2.90 \text{ units per acre} \\ 11.61 \text{ Acres} * 2.90 \text{ units per acre} &= 33.67 \text{ units} \end{aligned}$$

Our proposed cluster subdivision will be 28 units which is less than the maximum 33 units. Another requirement of applying for a special provision is proving that our site will match the neighboring areas. Phase 1 of our site plan across the creek tributary and buffers has a county approved preliminary site plan where the lot dimensions and frontages match our proposed lots in Phase 2. The cluster subdivision allows for the additional right of way and buffer yards to match the neighboring elementary school entrances to the north of our project. The lot to the south of us is currently agriculture and farming but our site provided a stub road to in for future development. The open space we have provided on our site also allows for the mitigation of potential flooding by providing a by-pass storm pipe for the existing drainage ditch that currently bisect the property. The open space also allows a safe buffer to be able to walk around the proposed wet detention pond. The open space is also used for a benefit for the residents from both phase 1 and phase 2 to benefit from a multi-use path that connects the neighborhood and completes a pedestrian loop from Black Creek Road to Galilee road and with the proposed sidewalk to the elementary school as well. The last thing the open space in phase II does is retain the natural views, woodlands and buffers associated with the creek where the property extends south. With these uses for the open space and by staying under the zoned R-20A density we ask for the council to approve the cluster Subdivision.



## REQUIRED FINDING OF FACT

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

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.  
The establishment of this cluster neighborhood will not be detrimental or endanger the public health, safety or general welfare as it adheres to the Town of Smithfield guidelines. It will also not add a significant source of traffic, or stormwater runoff as this is being treated by the proposed retention pond. It will also help with future development by added the sewer lift station in phase 1.
- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.  
The special use is a cluster neighborhood which is allowed in the R-20A residential zoning. Phase 2 will match phase 1 as far as look and lot sizing. The open space allows for a multi-use path connecting phase 1 to the neighborhood school to the north of phase 2. The open space also allows no impact to the existing creek and creek buffer.
- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.  
The special purpose using a cluster subdivision will not impede the normal and orderly development as it allows for a stub road to the south for continued future development and is less than the maximum housing density of its existing R-20A zoning.
- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.  
Adequate utilities including water and gravity sewer, road, multi-use path, drainage, on-site parking and mail box kiosks are being provided.
- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.  
The number of lots combined with the existing traffic counts along Galilee Road do not call for any road upgrade, the roadway turnout was designed to meet NCDOT standards as well as Town of Smithfield sight distance requirements.
- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.  
True
- 7) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.  
Public access is provided and does not conflict with the Town's Land use plan.
- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.  
The landuse plan states it will be R-20A residential and it shall be R-20A cluster Residential and will still meet the density development set by that zoning. This parcel is not a part of any thoroughfare plan due to NCDEQ not allowing a creek crossing.

## REQUIRED SITE PLAN INFORMATION

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

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

**APPLICANT AFFIDAVIT**

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

MICHAEL L. STEWART  
Print Name

  
Signature of Applicant

3/31/2020  
Date

# OWNER'S CONSENT FORM


Name of Project: Twin Creeks Phase II Submittal Date: 3/20/2020

## OWNERS AUTHORIZATION

I hereby give CONSENT to Michael L. Stewart, PE (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.

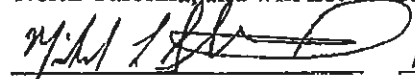
I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, 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.

*For Navaho*

 Jim Johnson 3-20-2020  
Signature of Owner Print Name Date

## CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

 MICHAEL L. STEWART 3/20/2020  
Signature of Owner/Applicant Print Name Date

## FOR OFFICE USE ONLY

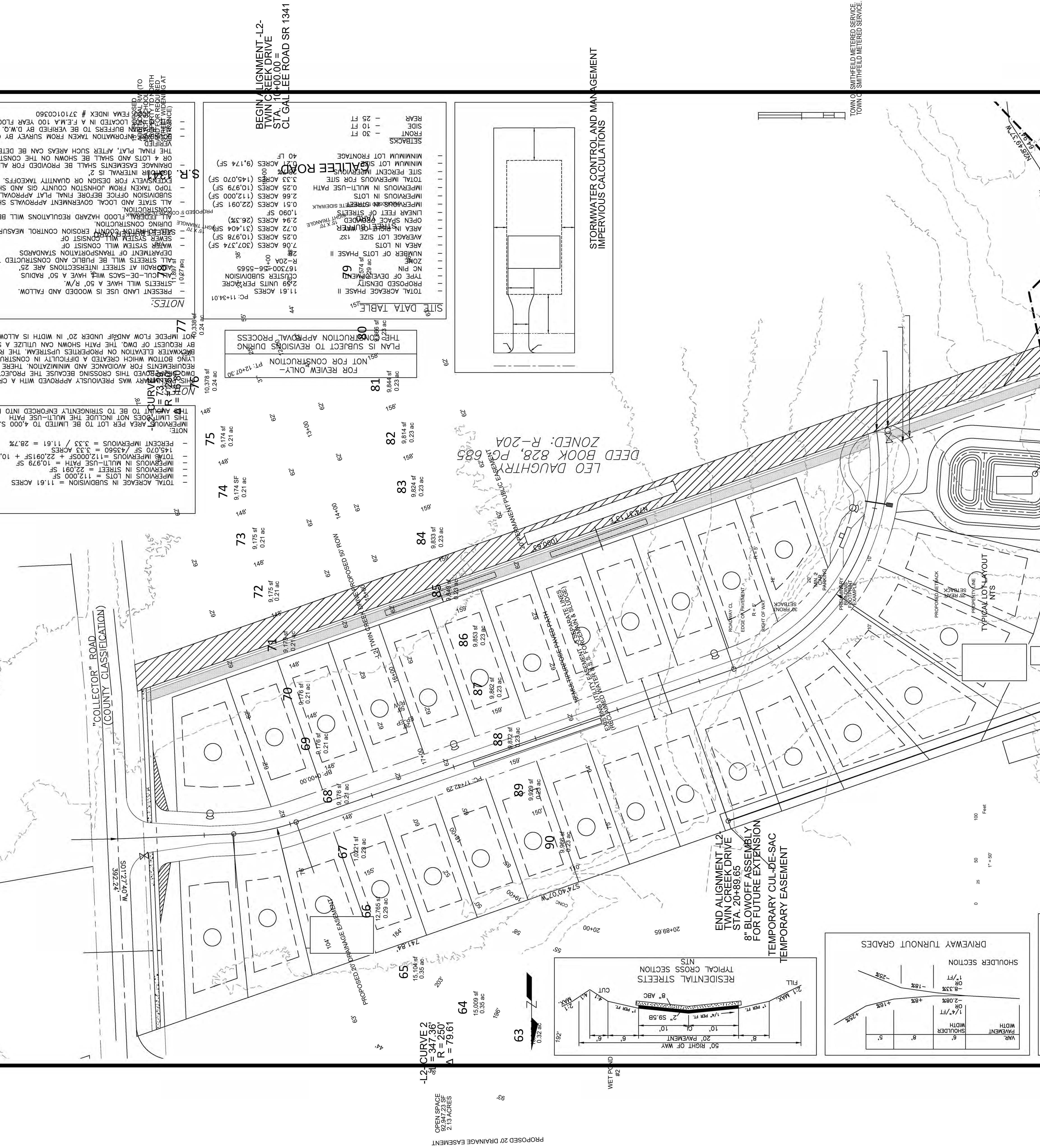
File Number: \_\_\_\_\_ Date submitted: \_\_\_\_\_ Date received: \_\_\_\_\_





TWIN CREEKS PHASE 2  
SMITHFIELD, NORTH CAROLINA  
SITE PLAN PHASE 2  
(A CLUSTER SUBDIVISION)

C-2A



**NOTES:**

1. PRESENT LAND USE IS WOODED AND FALLOW. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

2. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

3. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

4. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

5. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

6. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

7. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

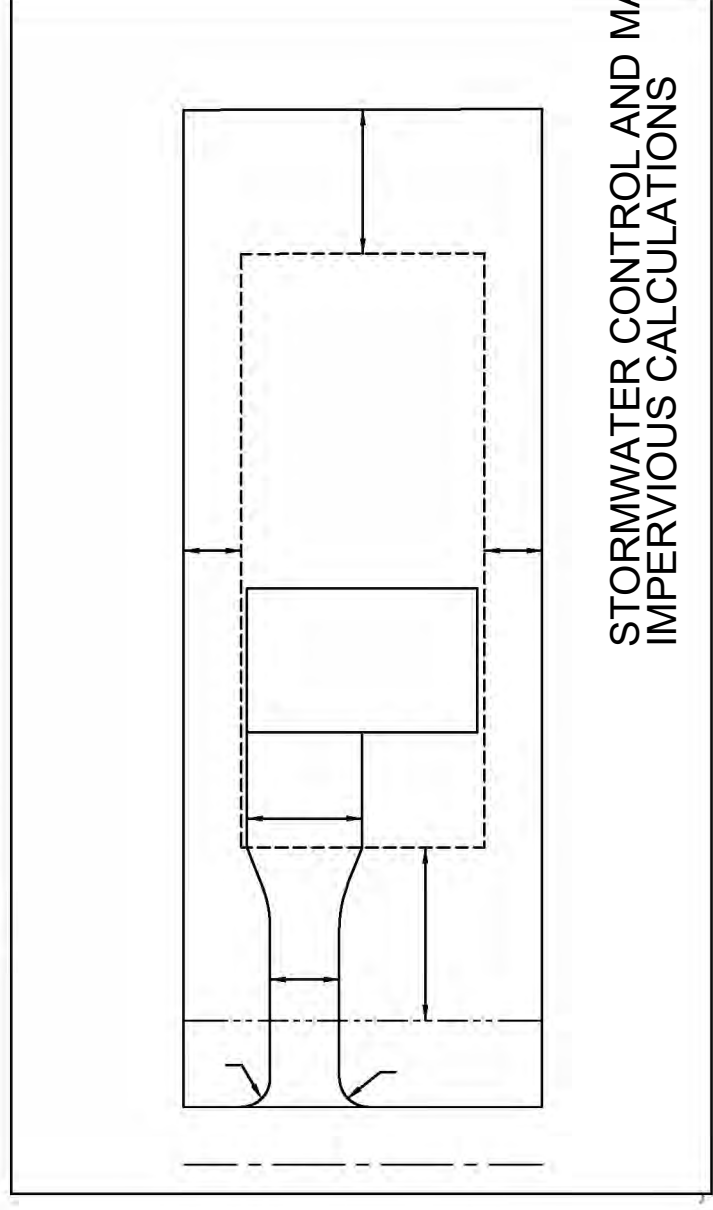
8. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

9. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

10. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO 5' SIDEWALKS WITH 5' RADIUS AT STREET INTERSECTIONS ARE 25' WIDE.

**SITE DATA TABLE**

TOTAL ACRES PHASE II	11.61 ACRES
PROPOSED DENSITY	2.59 UNITS PER ACRE
TYPE OF DEVELOPMENT	CLUSTER SUBDIVISION
NC PIN	167300-55-5565
ZONE	R-204
NUMBER OF LOTS PHASE II	28
AREA IN LOTS	7.06 ACRES (307,374 SF)
AVERAGE LOT SIZE	10,978 SF
AREA IN FRONT YARD	31,404 SF
AREA IN REAR YARD	1,090 SF
OPEN SPACE PROVIDED	2.94 ACRES (12,800 SF)
LINEAR FEET OF STREETS	2,209.1 SF
IMPERVIOUS IN LOTS	2.66 ACRES (112,000 SF)
IMPERVIOUS IN MULTI-USE PATH	0.25 ACRES (10,979 SF)
TOTAL IMPERVIOUS FOR SITE	3.33 ACRES (145,070 SF)
SITE PERCENT IMPERVIOUS	28.7%
MINIMUM LOT FRONTAGE	40 LF
MINIMUM LOT SIDEWALK	5 FT
MINIMUM LOT REAR YARD	10 FT
MINIMUM LOT SETBACK	25 FT



**NOTES:**

1. IMPERVIOUS AREA PER LOT TO BE LIMITED TO 4,000 SF. THIS LIMIT DOES NOT INCLUDE THE MULTI-USE PATH AREA.

2. IMPERVIOUS IN LOTS = 112,000 SF

3. IMPERVIOUS IN MULTI-USE PATH = 10,979 SF

4. TOTAL IMPERVIOUS = 122,979 SF

5. PERCENT IMPERVIOUS = 28.7%

6. IMPERVIOUS IN SUBDIVISION = 11.61 ACRES

7. IMPERVIOUS IN MULTI-USE PATH = 10,979 SF

8. IMPERVIOUS IN LOTS = 112,000 SF

9. TOTAL IMPERVIOUS = 122,979 SF

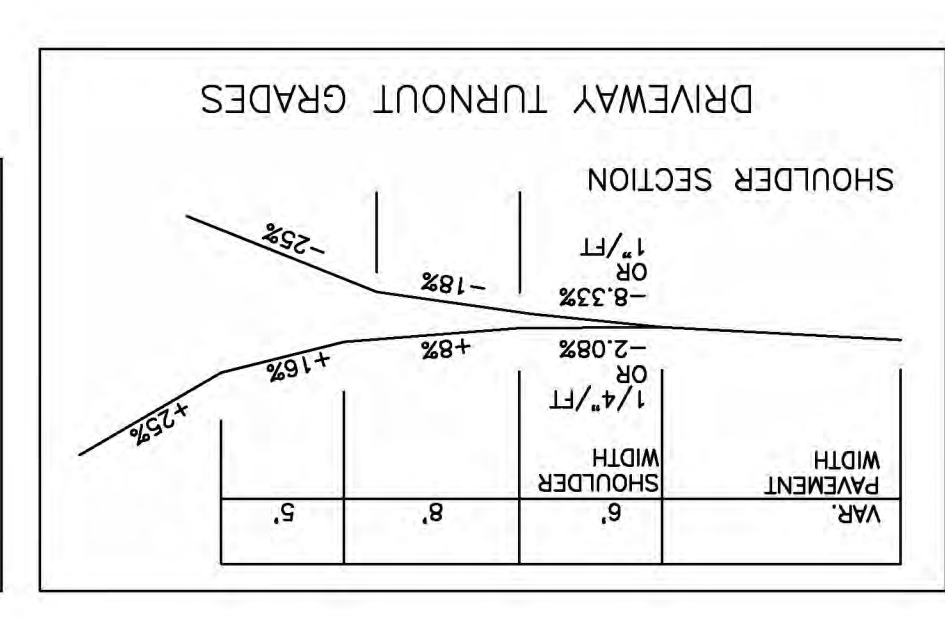
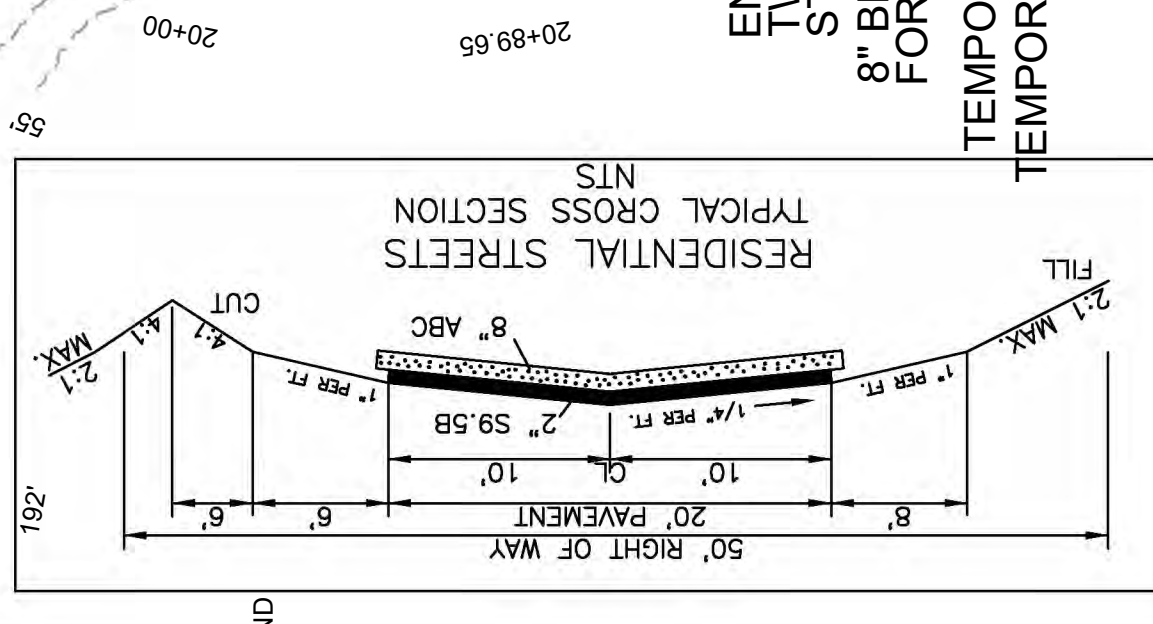
10. PERCENT IMPERVIOUS = 28.7%

**FOR REVIEW ONLY - NOT FOR CONSTRUCTION**

PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION APPROVAL PROCESS

LOT 75	9,174 SF	0.21 ac
LOT 74	9,174 SF	0.21 ac
LOT 73	9,175 SF	0.21 ac
LOT 72	9,175 SF	0.21 ac
LOT 71	9,176 SF	0.21 ac
LOT 70	9,176 SF	0.21 ac
LOT 69	9,176 SF	0.21 ac
LOT 68	9,176 SF	0.21 ac
LOT 67	12,765 SF	0.29 ac
LOT 66	12,765 SF	0.29 ac
LOT 65	15,104 SF	0.35 ac
LOT 64	15,009 SF	0.35 ac
LOT 63	9,939 SF	0.23 ac
LOT 62	9,939 SF	0.23 ac
LOT 61	9,939 SF	0.23 ac
LOT 60	9,939 SF	0.23 ac
LOT 59	9,939 SF	0.23 ac
LOT 58	9,939 SF	0.23 ac
LOT 57	9,939 SF	0.23 ac
LOT 56	9,939 SF	0.23 ac
LOT 55	9,939 SF	0.23 ac
LOT 54	9,939 SF	0.23 ac
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LOT 46	9,939 SF	0.23 ac
LOT 45	9,939 SF	0.23 ac
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LOT 26	9,939 SF	0.23 ac
LOT 25	9,939 SF	0.23 ac
LOT 24	9,939 SF	0.23 ac
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LOT 22	9,939 SF	0.23 ac
LOT 21	9,939 SF	0.23 ac
LOT 20	9,939 SF	0.23 ac
LOT 19	9,939 SF	0.23 ac
LOT 18	9,939 SF	0.23 ac
LOT 17	9,939 SF	0.23 ac
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LOT 15	9,939 SF	0.23 ac
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LOT 6	9,939 SF	0.23 ac
LOT 5	9,939 SF	0.23 ac
LOT 4	9,939 SF	0.23 ac
LOT 3	9,939 SF	0.23 ac
LOT 2	9,939 SF	0.23 ac
LOT 1	9,939 SF	0.23 ac

LEO DAUGHTER  
DEED BOOK 828, PG 685  
ZONED: R-204



**NOTES:**

1. IMPERVIOUS AREA PER LOT TO BE LIMITED TO 4,000 SF. THIS LIMIT DOES NOT INCLUDE THE MULTI-USE PATH AREA.

2. IMPERVIOUS IN LOTS = 112,000 SF

3. IMPERVIOUS IN MULTI-USE PATH = 10,979 SF

4. TOTAL IMPERVIOUS = 122,979 SF

5. PERCENT IMPERVIOUS = 28.7%

6. IMPERVIOUS IN SUBDIVISION = 11.61 ACRES

7. IMPERVIOUS IN MULTI-USE PATH = 10,979 SF

8. IMPERVIOUS IN LOTS = 112,000 SF

9. TOTAL IMPERVIOUS = 122,979 SF

10. PERCENT IMPERVIOUS = 28.7%

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LEO DAUGHTER  
DEED BOOK 828, PG 685  
ZONED: R-204

PROPOSED 20' DRAINAGE EASEMENT

PIPE A INVERT: 181.00  
PIPE B INVERT OUT: 180.80  
PI: 4+52.01

EP: 6+82.06

PHASE #1

PROPOSED 30' GRAVITY SEWER EASEMENT

TOWN OF SMITHFIELD METETERED SERVICE  
TOWN OF SMITHFIELD METETERED SERVICE

STORMWATER CONTROL AND MANAGEMENT  
IMPERVIOUS CALCULATIONS

03-06-2020







TWIN CREEKS PHASE 2  
SMITHFIELD, NORTH CAROLINA  
BY-PASS PIPE PLAN AND PROFILE  
(A CLUSTER SUBDIVISION)

C-5

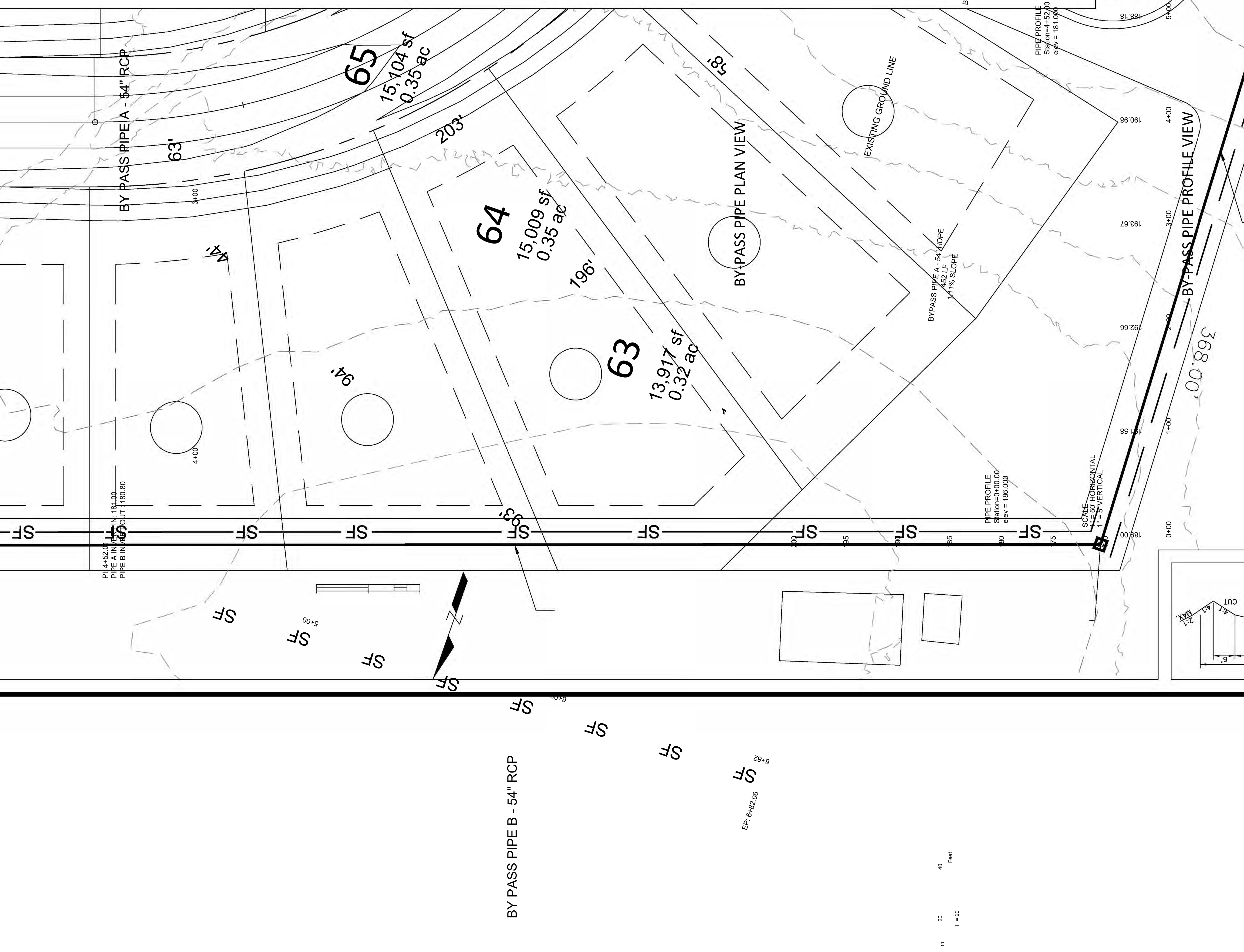
03-04-2020

BP: 0+00.00  
STA 0+00.00  
DESIGN SPEED = 60 mph

STORM SEWER - PIPE CHART

PIPE	SIZE	DRAIN AREA	LENGTH	SLOPE	INVERT	INVERT	DISPOSITION
		SQ. FT.	FEET	%	IN	IN	FT
PIPE A	54" HDPE	34.43	77.63	452	1.11	186.00	181.00
PIPE B	54" HDPE	34.43	77.63	230	1.22	180.80	178.00

NOTES:  
 1. ALL PIPES 24" TO 42" REQUIRE MATCHING FEES OR HEADWALL ON ALL DRIVEWAY PIPES REQUIRE MATCHING FEES OR HEADWALL ON TOWN OF SMITHFIELD STANDARDS.  
 2. ALL PIPES 48" OR GREATER REQUIRE HEADWALL ON BOTH ENDS.  
 3. ALL PIPES 48" OR GREATER REQUIRE MATCHING FEES OR HEADWALL ON



148'

62'

104'

Feet

1"=20'

TWIN CREEKS PHASE 2  
SMITHFIELD, NORTH CAROLINA  
WET DETENTION POND  
(A CLUSTER SUBDIVISION)

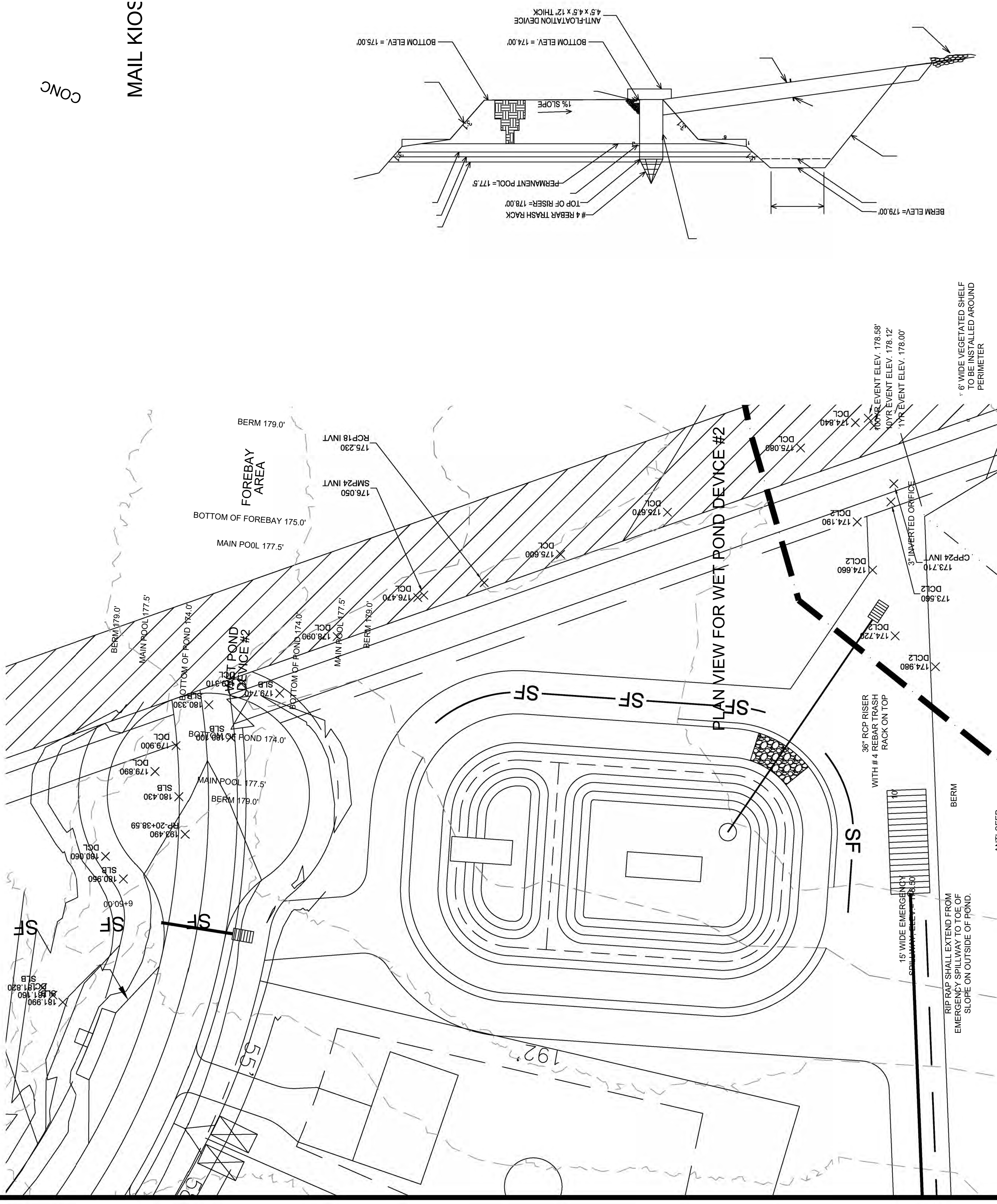
C-6

03-04-2020

FOR THE CONSTRUCTION OF THIS PROJECT THE SUBMITTED PLAN IS SUBJECT TO THE CONSTRUCTION OF THIS PROJECT

63

SF



MAIL KIOSK  
CONC

NTS

PLAN VIEW FOR WET POND DEVICE #2

PROFILE VIEW FOR DEVICE #1

1 FT. LENGTH OF 6" DIA. RIPPED CAP TO BE USED TO ATTACH SKIMMER DEVICE FOR FOGGON CONTROL AND FOR EMERGENCY DRAIN

6" X 3" DISSIPATOR  
D50 = 6" STONE  
MIN. LINING THICKNESS = 18"

90 LF 15" RCP @ 0.60%  
INV. IN = 175.00'  
INV. OUT = 174.50'

30-MILL POLY-LINER TO BE INSTALLED WITH TOP SOIL PLACED ON TOP FOR VEGETATION

6" WIDE VEGETATED SHELF TO BE INSTALLED AROUND PERIMETER

ANTI-SLEEP COLLAR

RIP RAP SHALL EXTEND FROM EMERGENCY SPILLWAY TO TOE OF SLOPE ON OUTSIDE OF POND.

15' WIDE EMERGENCY SPILLWAY TO TOE OF SLOPE ON OUTSIDE OF POND.

36" RCP RISER WITH #4 REBAR TRASH RACK ON TOP

IMPORTED ORICE

CP24 INV. 173.710

DCL2 173.580

DCL2 174.980

DCL2 174.720

DCL2 174.680

DCL2 174.190

DCL2 175.080

DCL2 174.840

DCL2 175.670

DCL2 176.470

DCL2 176.600

DCL2 175.980

DCL2 175.980

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DCL2 175.980

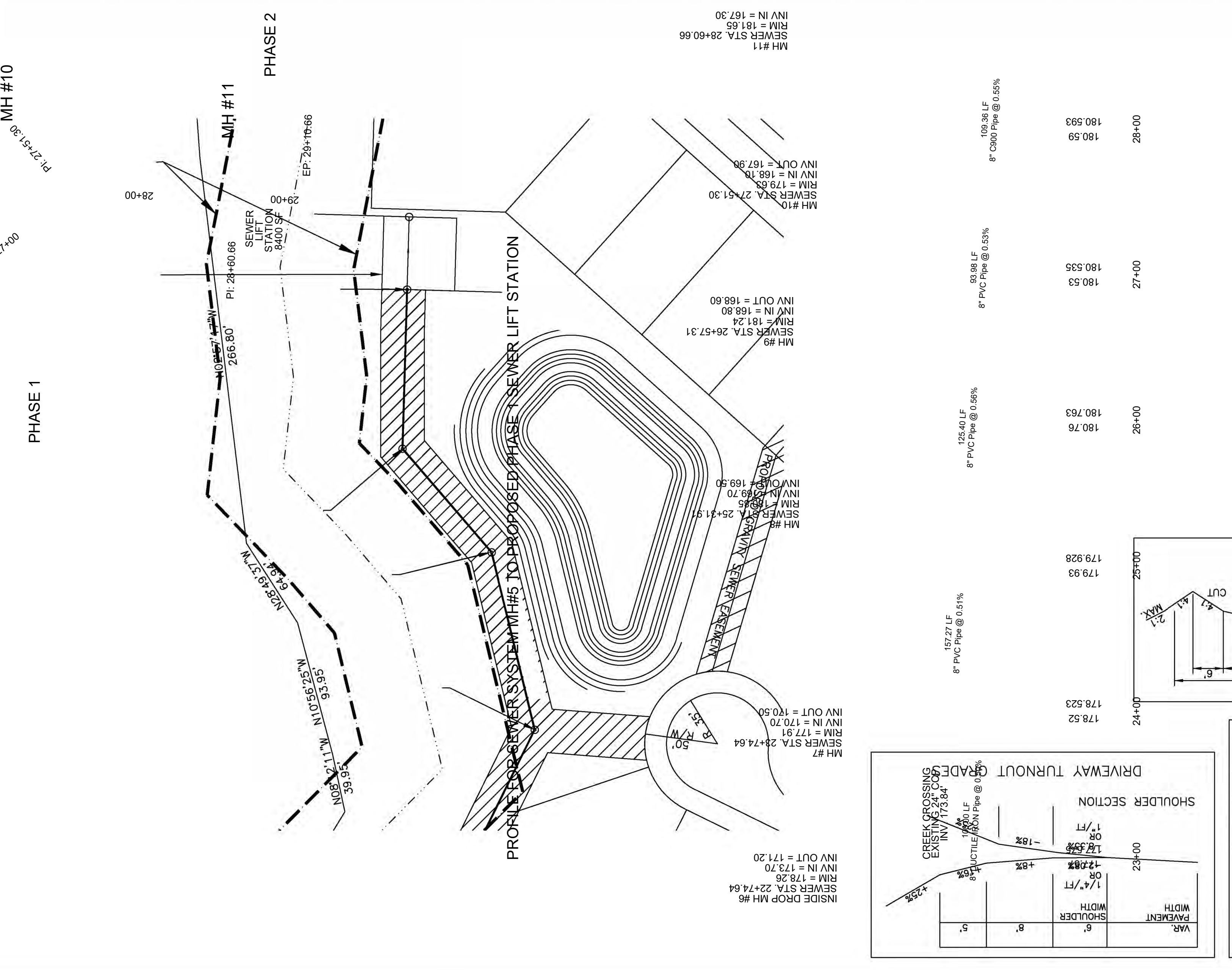
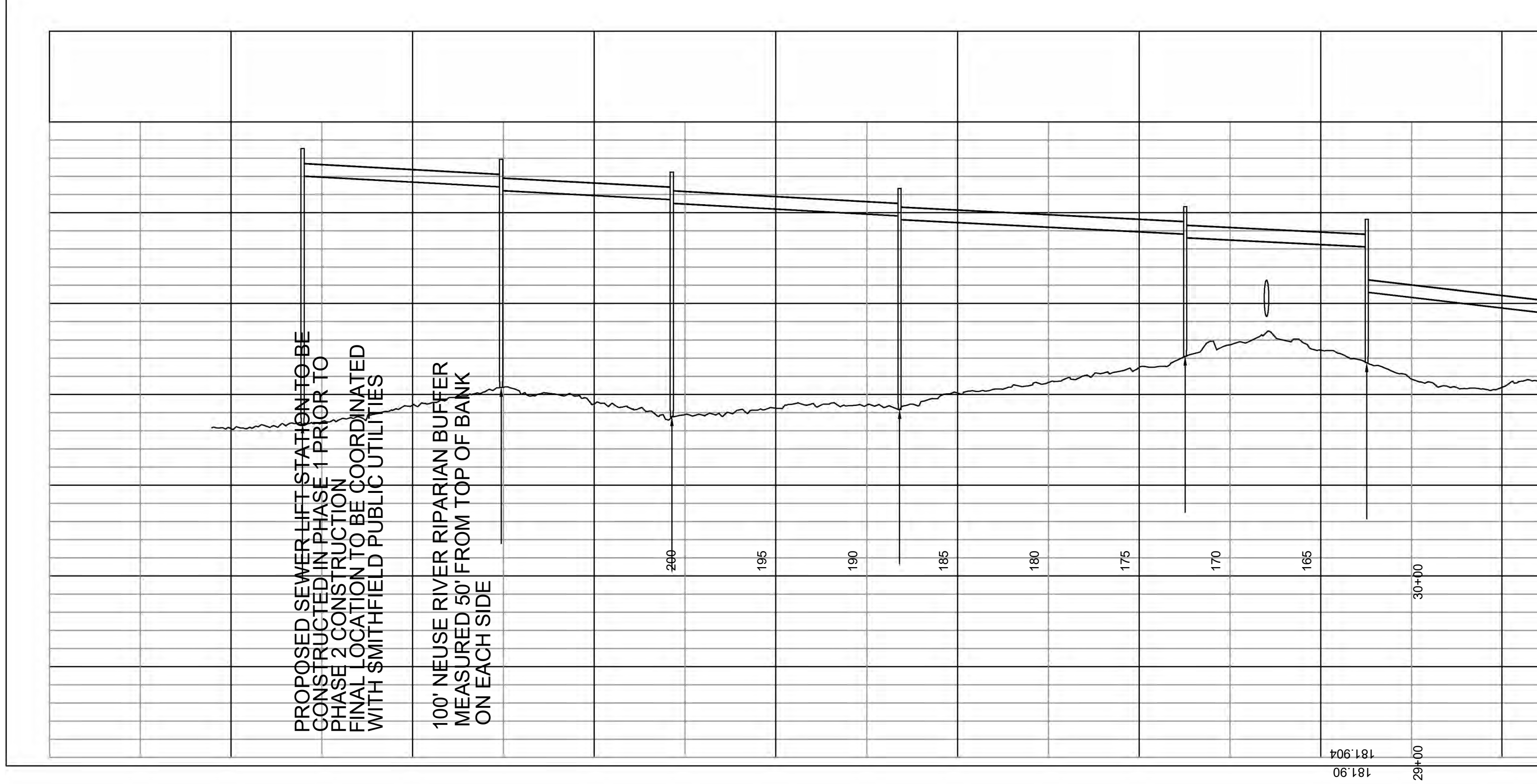
DCL2 175.980

COMMON	SIZE	QUAN.	REMARKS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
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	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS
	4 CUBIC INCH CONTAINER	142	15" O.C. IN STAGGERED ROWS

NOTE: PLANTS LISTED IN TABLE OR EQUAL TO BE USED FOR VEGETATED SHELF PLANTING.



TWIN CREEKS PHASE 2  
SMITHFIELD, NORTH CAROLINA  
WATER SYSTEM AND UTILITY PLANS - 2  
(A CLUSTER SUBDIVISION)



**NOTES:**  
PRESENT LAND USE IS WOODED AND FALLOW.  
STREETS WILL HAVE A 50' R/W.  
ALL RADIUS AT STREET INTERSECTIONS ARE 25'.  
ALL STREETS WILL BE PUBLIC AND CONSTRUCTED  
DURING CONSTRUCTION.  
WATER SYSTEM WILL CONSIST OF JOHNSTON COUNTY  
SEWER SYSTEM WILL CONSIST OF JOHNSTON COUNTY  
EROSION CONTROL MEASURES.  
ALL JOHNSTON COUNTY HAZARD REGULATIONS WILL BE  
OBSERVED.  
DRAINAGE EASEMENTS SHALL BE PROVIDED FOR ALL  
OR 4 LOTS AND SHALL BE SHOWN ON THE CONST.  
THE FINAL PLAN, AFTER SUCH AREAS CAN BE DETER-  
MINED.  
BOUNDARY INFORMATION TAKEN FROM SURVEY BY  
SITE IS NOT LOCATED IN A F.E.M.A 100 YEAR FLOOD  
2000 FEMA INDEX # 37101C0360

FOR THE CONSTRUCTION  
PLAN IS SUBJECT  
NOT FOR

**SITE DATA TABLE**

SETBACKS	FRONT	30 FT
	SIDE	10 FT
	REAR	25 FT
MINIMUM LOT FRONTAGE		
MINIMUM LOT SIZE		
SITE PERCENT IMPERVIOUS		
TOTAL IMPERVIOUS FOR SITE		
CONSTRUCTION		
IMPERVIOUS IN MULTI-USE PATH		
IMPERVIOUS IN LOTS		
IMPERVIOUS IN STREET		
LINEAR FEET OF STREETS		
OPEN SPACE PROVIDED		
AREA IN RIGHT OF WAY		
AVERAGE LOT SIZE		
AREA IN LOTS		
NUMBER OF LOTS PHASE II		
TYPE OF DEVELOPMENT		
PROPOSED DENSITY		
STONE		
CONNECTION		
TOTAL ACREAGE PHASE II		

SEE SHEET 7 FOR SEWER SYSTEM MH#1 - MH#7

PROPOSED GRAVITY SEWER EASEMENT  
PI: 25+31.91 MH #8  
PI: 26+57.31 MH #9  
PI: 27+51.30 MH #10  
PI: 28+60.66 MH #11  
EP: 29+10+66

**LEGEND**  
4" WATER BLOW OFF ASSEMBLY (TYP.)  
4" WATER VALVE (TYP.)  
PROPOSED SEWER CONNECTION  
ALL UTILITY CROSSINGS UNDER ANY NC DOT ROAD INCLUDING SERVICE TAPS SHALL BE BY DRY BORE AND SHALL BE PLACED AT A MINIMUM DEPTH OF 2 FEET BELOW THE ROADWAY DITCH GRADE. 3 FEET BELOW ROADWAY TRAVEL SURFACE. IF EASEMENT TO CROSS UNDER ROADWAY TRAVEL SURFACE SHALL BE TO DITCH IN A CUT SECTION AND 5 FEET BEYOND TOE OF FILL AT 3 FEET BELOW NATURAL GROUND IN A FILL SECTION.  
NOTE: CONTRACTOR MUST NOTIFY THE CITY AT LEAST 72 HOURS IN ADVANCE OF THE IN TO MAIN.

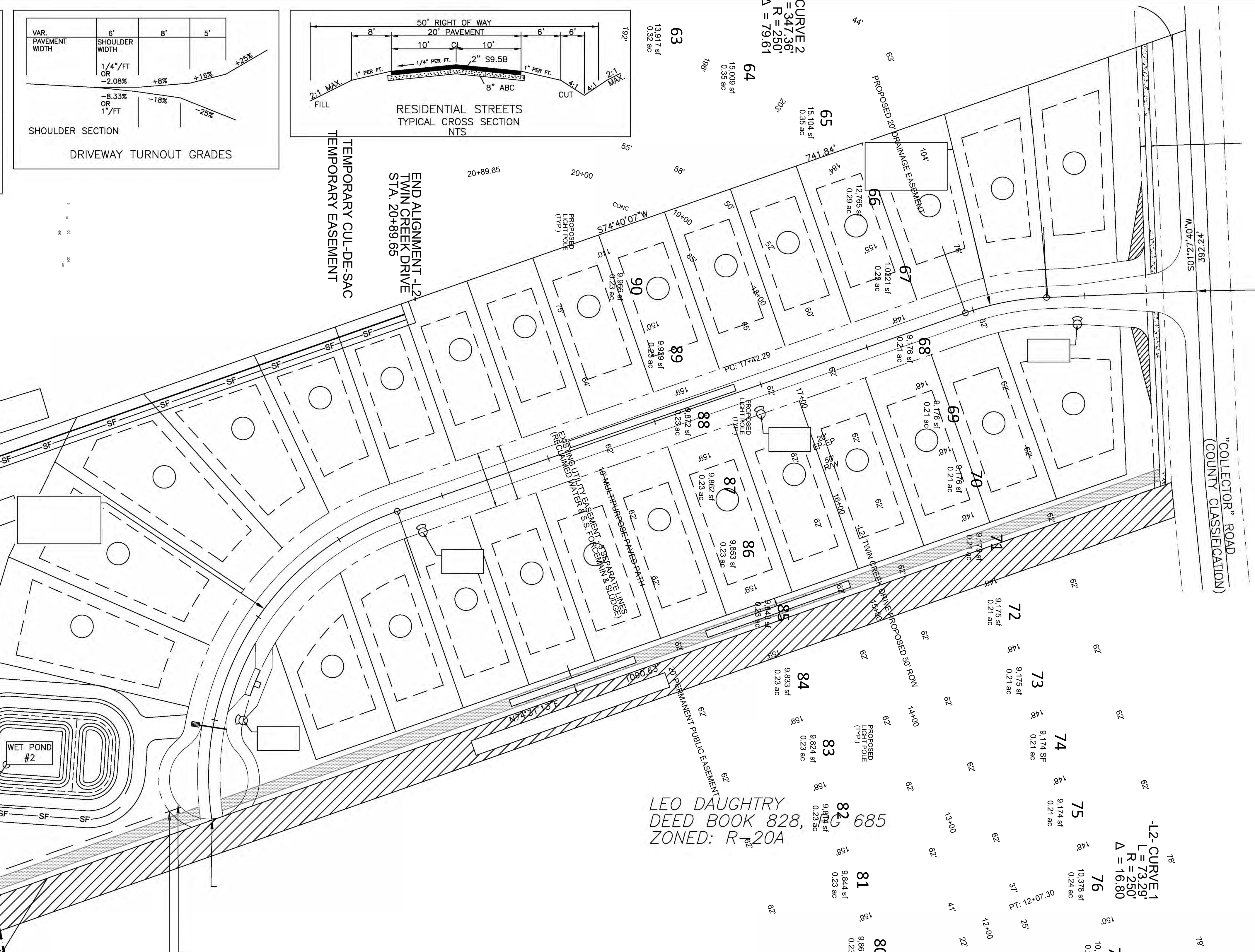
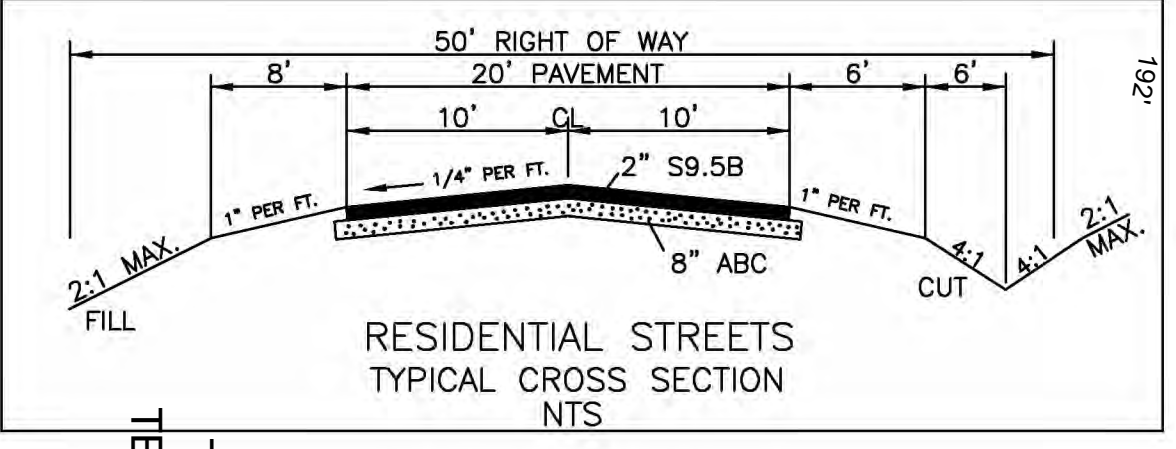
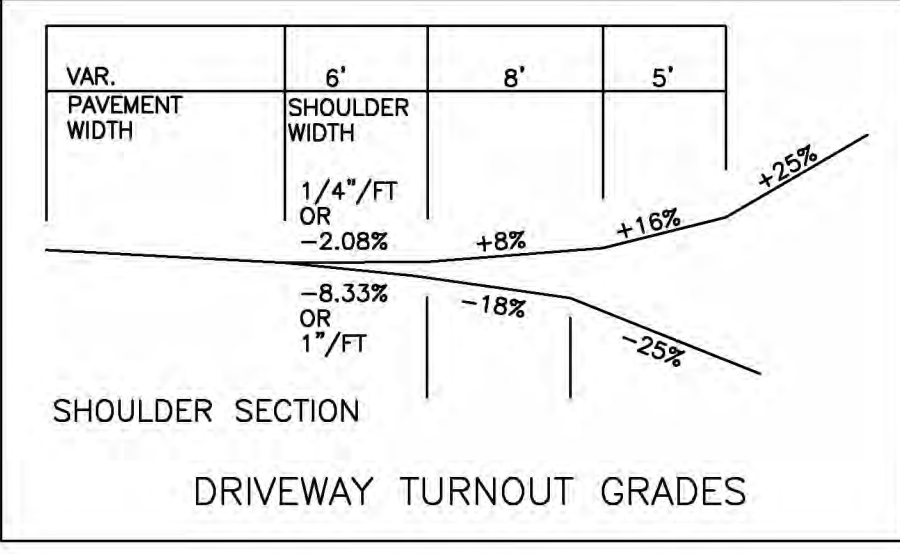
SEE SHEET 4 ROADWAY PLAN AND PROFILE FOR SEWER SYSTEM MH#1 - MH#5 MATCH LINE PROFILE

LEGEND

PROPOSED STREET LIGHTING APPROX.  
300' SPACING

ALL UTILITY CROSSINGS UNDER ANY NC DOT ROAD SHALL BE UNDER THE ROADWAY AND SHALL BE PLACED AT A MINIMUM DEPTH OF 2 FEET BELOW THE ROADWAY DITCH GRADE. 3 FEET BELOW ROADWAY TRAVEL SURFACE. IF ENCASEMENT PIPE IS REQUIRED IT SHALL EXTEND FROM DITCH LINE TO DITCH LINE. ALL UTILITY CROSSINGS SHALL BE UNDER TOP OF FINISH 3 FEET BELOW FINISH GRADE AND A FILL SECTION. STREET LIGHTING TO BE APPROVED BY DUKE ENERGY AND TOWN OF SMITHFIELD.

PROPOSED 20' DRAINAGE EASEMENT



SITE DATA TABLE	
TOTAL ACREAGE PHASE II	11.61 ACRES
PROPOSED DENSITY	259 UNITS PER ACRE
TYPE OF DEVELOPMENT	CLUSTER SUBDIVISION
NC PIN	167300-56-5565
ZONE	R-20A
NUMBER OF LOTS PHASE II	28
AREA IN LOTS	7.06 ACRES (307,374 SF)
AVERAGE LOT SIZE	0.25 ACRES (10,978 SF)
AREA IN RIGHT OF WAY	0.72 ACRES (31,404 SF)
OPEN SPACE PROVIDED	2.94 ACRES (26.3%)
LINEAR FEET OF STREETS	1,090 LF
IMPERVIOUS TO STREET SIDEWALK	0.51 ACRES (22,091 SF)
IMPERVIOUS IN LOTS	2.66 ACRES (112,000 SF)
IMPERVIOUS IN MULTI-USE PATH	0.25 ACRES (10,979 SF)
TOTAL IMPERVIOUS FOR SITE	3.33 ACRES (145,070 SF)
SITE PERCENT IMPERVIOUS	28.7%
MINIMUM LOT SIZE	0.25 ACRES (9,174 SF)
MINIMUM LOT FRONTAGE	40 LF

NOTES:  
PRESENT LAND USE IS WOODED AND FALLOW.  
STREETS WILL HAVE A 50' R/W.  
ALL CUL-DE-SACS WILL HAVE A 50' RADIUS CURVE AT STREET INTERSECTIONS ARE 25' RADIUS.  
ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO DEPARTMENT OF TRANSPORTATION STANDARDS.  
SEWER SYSTEM WILL CONSIST OF JOHNSTON COUNTY SEWER SYSTEM WITH EROSION CONTROL MEASURES.  
DRAINAGE SYSTEM WILL CONSIST OF JOHNSTON COUNTY EROSION CONTROL MEASURES.  
DURING CONSTRUCTION, ALL FEDERAL FLOOD HAZARD REGULATIONS WILL BE OBSERVED.  
ALL STATE AND LOCAL GOVERNMENT APPROVALS SHALL BE OBTAINED BEFORE FINAL PLAT APPROVAL.  
TOPO TAKEN FROM JOHNSTON COUNTY GIS AND SHOWN EXTENSIVELY FOR DESIGN OR QUANTITY TAKEOFFS.  
CONSTRUCTION INTERVAL IS 2'.

FOR REVIEW ONLY - NOT FOR CONSTRUCTION  
PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION APPROVAL PROCESS

TWIN CREEKS PHASE 2  
SMITHFIELD, NORTH CAROLINA  
PROPOSED LIGHTING PLAN  
(A CLUSTER SUBDIVISION)

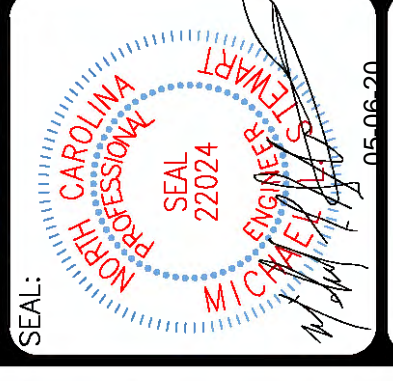


# TWIN CREEKS PHASE 2 PROPOSED TREE PLAN (A CLUSTER SUBDIVISION) SMITHFIELD, NORTH CAROLINA

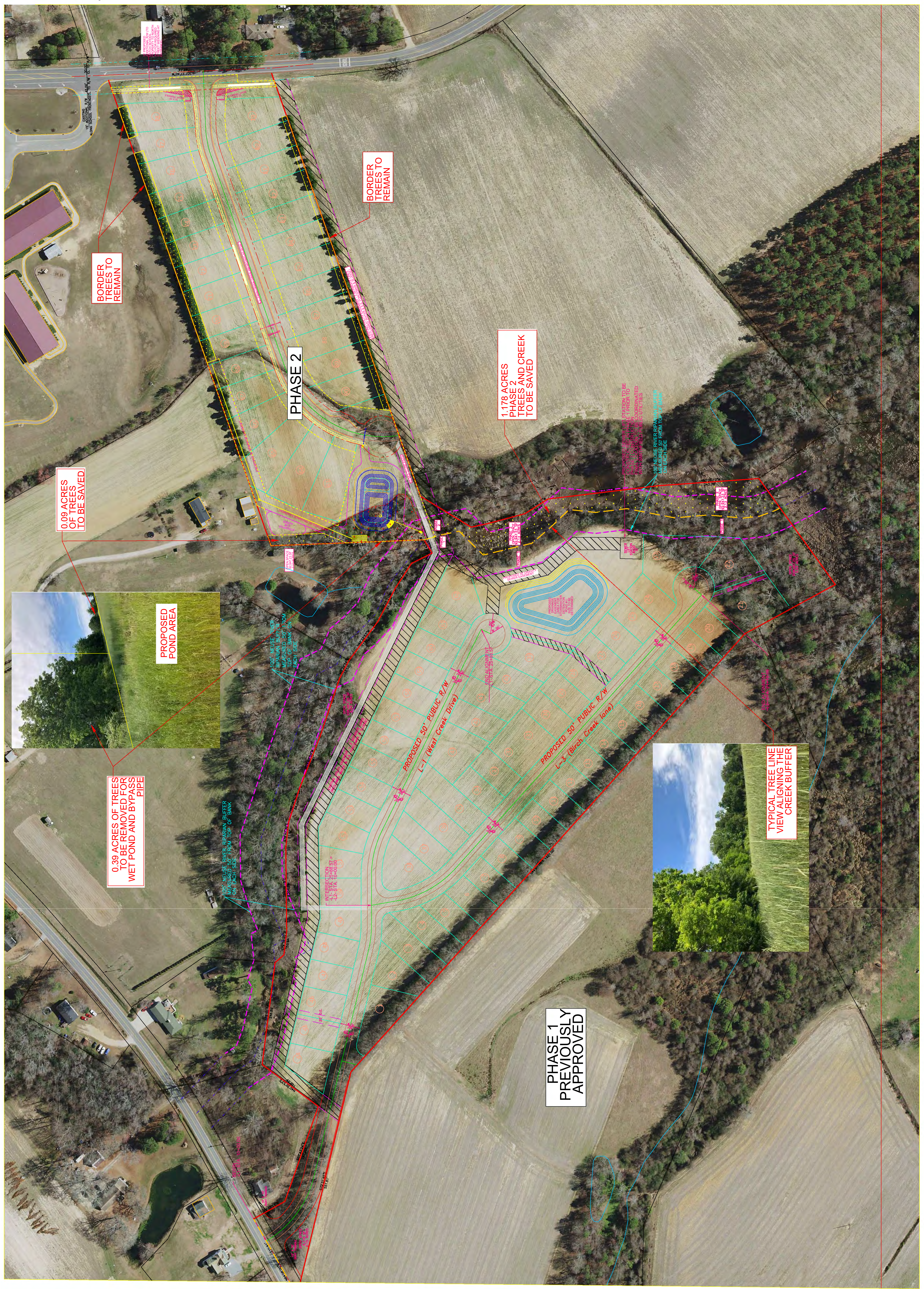
MEASURED FOR  
4809 WESTERN BLVD, STE 200  
RALEIGH, NC 27608  
DATE: 03-01-2019  
PROJECT ENGINEER:  
MIKE STEWART  
PROJECT NUMBER:  
ENLY S. WILLIAMSON  
PROJECT NUMBER:

## SP STEWART - PROCTOR

ENGINEERING AND SURVEYING  
319 CHAPANOKE ROAD  
RALEIGH, NORTH CAROLINA 27603  
Phone (919) 779-1855 Fax (919) 779-1661



NO.	REVISION	DATE



BORDER TREES TO REMAIN

BORDER TREES TO REMAIN

PHASE 2

1,178 ACRES PHASE 2 TREES AND CREEK TO BE SAVED

0.09 ACRES OF TREES TO BE SAVED

PROPOSED POND AREA

0.39 ACRES OF TREES TO BE REMOVED FOR WET POND AND BYPASS PIPE

PHASE 1 PREVIOUSLY APPROVED

TYPICAL TREE LINE VIEW ALIGNING THE CREEK BUFFER

PROPOSED REMOVAL STRIPS TO BE SAVED PRIOR TO CONSTRUCTION - COORDINATED WITH LOCAL JURISDICTIONS  
100' WETLAND BUFFER MEASURED BY FROM TOE OF BANK ON EACH SIDE

100' WETLAND BUFFER MEASURED BY FROM TOE OF BANK ON EACH SIDE

PROPOSED 50' PUBLIC R/W L-1 (West Creek Drive)

PROPOSED 50' PUBLIC R/W L-2 (Birch Creek Lane)

INTERSECTION L-1 & L-2 STA. 6+00.00

TURKEY CREEK

ROAD CENTERLINE

ROAD CENTERLINE

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

PROPOSED 10' BUFFER

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PROPOSED 10' BUFFER



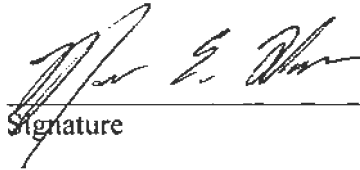
TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15109047A	167300-47-6576	HARPER, DIANE C	P O BOX 874	FOUR OAKS	NC	27524-0874
15109025B	167300-37-8159	BYRD, LINWOOD E	PO BOX 875	FOUR OAKS	NC	27524-0875
15109034G	167300-68-4006	JOHNSTON COUNTY BOARD OF ED	PO BOX 1336	SMITHFIELD	NC	27577-0000
15109036A	167300-77-0471	JONES, NANCY L	2522 GALILEE RD	SMITHFIELD	NC	27577-0000
15109037D	167300-57-8542	MATTHEWS, ORIS E	6336 BLACK CREEK ROAD	SMITHFIELD	NC	27577-0000
15109050	167300-96-0480	DAUGHTRY, N LEO	P O BOX 1264	SMITHFIELD	NC	27577-1264
15109047	167300-47-1362	CREECH, JEFFREY JOE	402 HILLSIDE DR	SMITHFIELD	NC	27577-3057
15109035K	167300-78-9038	PURSER, ROBERT LEE	244 CARRIAGE CREEK DR	SMITHFIELD	NC	27577-6206
15109054	167300-54-4948	JOHNSON, RACHEL P LIFE ESTATE	5360 BLACK CREEK RD	SMITHFIELD	NC	27577-7805
15109049A	167300-46-5485	JOHNSON, RACHEL P LIFE ESTATE	5360 BLACK CREEK RD	SMITHFIELD	NC	27577-7805
15109054B	167300-35-9077	JOHNSON, RACHEL P LIFE ESTATE	5360 BLACK CREEK RD	SMITHFIELD	NC	27577-7805
15109037B	167300-47-6254	THOMPSON, DEREK E.	6140 BLACK CREEK RD	SMITHFIELD	NC	27577-7815
15109037	167300-57-2338	PETTIT, CHRISTOPHER RYAN	6278 BLACK CREEK RD	SMITHFIELD	NC	27577-7817
15109046C	167300-47-2713	POPE, GEORGE H	3550 NC HIGHWAY 210	SMITHFIELD	NC	27577-7927
15109035B	167300-77-1706	AYCOCK, JUDY BENSON	2602 GALILEE RD	SMITHFIELD	NC	27577-7991
15109011B	167300-56-5565	NAVAHO INVESTMENT	4909 WESTERN BLVD, STE 200	RALEIGH	NC	27606-0000
15109036	167300-87-2382	JONES, JENNINGS BRYAN	114 S 5TH AVE	KURE BEACH	NC	28449-3817
15109047B	167300-47-0224	CREECH, ANGELA	204 NELLIEFIELD CREEK DR	CHARLESTON	SC	29492-8313



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-20-01, were notified by First Class Mail on 5-15-20.

  
Signature

Johnston County, North Carolina

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

15th day of May, 2020

  
Notary Public Signature

Julianne Edmonds  
Notary Public Name

My Commission expires on January 15, 2023







# Request for Town Council Action

Public  
Hearing: SUP- 20-03  
Date: 06/02/2020

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Subject: BT Property Holdings LLC Warehousing SUP  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Special Use Quasi-Judicial Hearing

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## Issue Statement

Jordan Investment Properties LLC is requesting a special use permit to conduct warehousing in the B-3 Highway Entranceway Business District.

## Financial Impact

None.

## Action Needed

To review the special use permit request and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve SUP-20-03 with 5 conditions of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Findings of Fact
3. Application
4. Site Survey
5. Adjacent Property Owner Listing and Notification Certification



# Staff Report

Public Hearing: SUP-20-03

**REQUEST:**

Jordan Investment Properties LLC is requesting a special use permit to conduct warehousing in the B-3 Highway Entranceway Business District on two properties: a 2.34 acre property located at 1685 South Brightleaf Boulevard with the Johnston County Tax ID#15A61037C, and a 5.52 acre property located at 1687 South Brightleaf Boulevard with the Johnston County Tax ID#15A61037.

**SPECIAL USE:**

**Warehousing is a special use in the B-3 zoning district. These properties were originally developed for warehousing and most likely preceded the current ordinance. The warehousing use is a legal nonconforming use.**

**APPLICATION:**

Application Number:	SUP-20-03
Project Name:	BT Property Holdings LLC
TAX ID numbers:	15A61037C and 15A61037
Town Limits/ETJ:	Town Limits
Applicant:	Jordan Investment Properties LLC
Property Owner:	BT Property Holdings, LLC
Agents:	N/A

**LOCATION:**

1685 and 1687 South Brightleaf Boulevard

**SITE/DEVELOPMENT DATA:**

Acreage:	2.34 and 5.52 acres
Present Zoning:	B-3 Highway Entranceway Business District
Existing Uses:	Warehousing
Proposed Use:	Warehousing
Fire Protection:	Town of Smithfield
School Impacts:	None
Parks and Recreation:	None
Water Provider:	Town of Smithfield
Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

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ADJACENT ZONING AND LAND USES:

	Exiting Zoning	Existing Use:
North	B-3	Warehousing
South	B-3	Commercial & Vacant properties
West	B-3	Commercial
East	B-3	Railroad Tracks and Industrial

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EXISTING CONDITIONS:

Both properties are warehousing facilities accessed by a concrete driveway in an easement shared with Central Mini Storage and Central Lube Car Care Center. The concrete driveway leads to a fenced yard containing the warehouse buildings, a shared bituminous driveway, paved loading dock, gravel parking and an annex office building on concrete blocks. The 1865 Brightleaf warehouse has a loading dock facing Brightleaf Boulevard. The 1687 Brightleaf warehouse has a loading dock facing the north toward the other warehouse building. A second driveway comprised of gravel provides access directly to the 1687 Brightleaf Boulevard warehouse and to a large former gravel semi-tractor/trailer parking area that is partially grown over with grass/weeds with no screening or landscaping.

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ANALYSIS:

The site was originally developed as warehousing; and it is likely that warehousing was a permitted use in the B-3 zoning district in the past. Currently, the warehousing use is a legal nonconforming. Both properties were recently purchased by the current owner and they are interested in pursuing a special use permit in order to remove the legal nonconforming status.

**Vehicular Access:** The most northerly driveway directly accesses the 1685 Brightleaf Boulevard warehouse and is comprised of concrete, providing access to both warehouses. This access meets current development standards. The southerly driveway is a non-compliant gravel drive that leads to a former semi-tractor trailer parking area that is comprised of old gravel that is partially grown over with grass.

**Parking.** There appears to be adequate parking for the facility within the fenced and paved area, although the parking is on a gravel surface. The applicant intends to use this parking for visitor and truck parking. This parking does not conform to the current regulations for paving and striping. Furthermore, the applicant intends to use the use the large gravel drive and parking area on the 1687 Brightleaf property for additional office and visitor parking. The gravel/earthen truck parking area to the south of the 1687 warehouse building does not conform to the current paving requirements for parking and access in the B-3 zoning district. There is no paved and striped handicapped parking on either property.

The Unified Development Ordinance requires compliance with the Off-Street Parking and Loading Requirements whenever a building is demolished or constructed or when a building is enlarged or before conversion from one type of use or to another. The continued use of the buildings for warehousing does not trigger compliance, however, conditions may be placed on a special use permit to address public health, safety and welfare concerns the Council may have regarding the use and to bring the project up to current development standards.

Landscaping. There is no landscaping or buffering on either property. Both sites contain weedy areas, weed trees, tall grass and are in need of maintenance. A stack of pallets and debris exist on the 1687 Brightleaf property at the edge of the gravel parking area. The exiting warehouse facility is well hidden from the public right-of-way behind other commercial uses; therefore, staff sees no purpose in requiring landscaping or buffering in general, other than to screen parking and use areas from the public right-of-way.

Office annex building. There is an office annex building on concrete blocks located at the east end of the 1687 Brightleaf warehouse building. According to Johnston County Inspections, the annex was added in 2009.

Signs. Although no signs have been requested at this time, any new or change in signs will require a separate sign permit.

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DRAFT FINDINGS OF FACT:

The UDO, Article 4, sets forth eight findings of fact that are required for approval of a special use permit through a quasi-judicial process. (Please see the attached application which **contains the applicant's findings of fact**). **Staff's findings are shown in *Bold/Italics*** below:

4.9.3.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. *The use of the property will not change from what currently exists. The purpose of the special use permit is to bring a legal nonconforming use to a conforming use.*

4.9.3.5.2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. *The special use is set back from the highway and located behind other commercial uses. Furthermore, there is a warehouse located immediately to the north of the special use site.*

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

*orderly development and improvement of the surrounding property. The area is fully developed and any redevelopment would be of a similar nature.*

4.9.3.5.4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. *Adequate utilities and access currently exist.*

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

4.9.3.5.6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *With a special use permit, the use will conform to the applicable regulations.*

4.9.3.5.7. Public access shall be provided in accordance with the recommendations **of the Town's land use plan and access plan or the present amount of public access** and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***There are no conflicts with the Town's adopted plans.***

4.9.3.5.8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. *With a special use permit, the use is permitted within an area guided for commercial uses.*

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PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the SUP-20-03 based on the findings of fact with the following condition:

1. That all parking and access drives be paved and striped in accordance the Article 10, Part I of the Unified Development Ordinance.
2. That handicap parking be provided as required by building code.
3. That parking visible from Brightleaf Boulevard be screened from the public right-of-way.
4. That the property be maintained in accordance to the Town of Smithfield ordinances.
5. That pallets and other debris be properly stored and disposed of and screened from the public right-of-way.



**ACTION NEEDED:**

The Town Council is respectfully requested to hold a quasi-judicial public hearing, review request and make a decision whether to approve, approve with conditions or deny the special use permit.

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

**Application Number:** SUP-20-03    **Name:** BT Property Holdings LLC Warehousing SUP

**Request:** The applicant seeks a special use permit for warehousing on property located within the B-3 Highway Entranceway Business zoning district. The property considered for approval is located at 1685 and 1687 South Brightleaf Boulevard, Smithfield NC 27577 further identified as Johnston County Tax IDs 15A61037C, and 15A61037

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

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

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

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

**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # **SUP-20-03** with the following condition:*

1. That the guest parking be paved and striped in accordance with Article 10, Part I of the Unified Development Ordinance.
2. That handicap parking be provided as required by building code.
3. That parking visible from Brightleaf Boulevard be screened from the public right-of-way.
4. That the property be maintained in accordance to the Town of Smithfield ordinances.
5. That pallets and other debris be properly stored and disposed of and screened from the public right-of-way.

**Motion to Deny:** *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # **SUP-20-03** for the following stated reason:*

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**Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-20-03 is hereby:**

\_\_\_\_\_ **approved upon acceptance and conformity with the following conditions:**

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.
2. That handicap parking be provided as required by building code.
3. That parking visible from Brightleaf Boulevard be screened from the public right-of-way.
4. That the property be maintained in accordance to the Town of Smithfield ordinances.
5. That pallets and other debris be properly stored and disposed of and screened from the public right-of-way.

\_\_\_\_\_ **denied for the noted reasons.**

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**Decision made this 2nd day of June, 2020 while in regular session.**

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**M. Andy Moore, Mayor**

**ATTEST:**

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**Shannan L. Parrish, Town Clerk**



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

**SPECIAL USE PERMIT APPLICATION**

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

*Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee.*

**SITE INFORMATION:**

Name of Project: Chiva Property Management, LLC Acreage of Property: 5.44  
 Parcel ID Number: 15-A-61-037 Tax ID: 169313-03-8201  
 Deed Book: 2194 Deed Page(s): 742  
 Address: 1685 South Brightleaf Blvd. Building A  
 Location: \_\_\_\_\_

Existing Use: Warehousing & Distribution Proposed Use: Warehousing & Distribution  
 Existing Zoning District: B-3

Is project within a Planned Development: Yes No  
 Planned Development District (if applicable): \_\_\_\_\_  
 Is project within an Overlay District: Yes No  
 Overlay District (if applicable): \_\_\_\_\_

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

**OWNER INFORMATION:**

Name: Chiva Property Management, LLC

Mailing Address: 30 Full Sweep, Hilton Head, South Carolina 29928

Phone Number: Fax:

Email Address:

**APPLICANT INFORMATION:**

Applicant: Jordan Investment Properties, LLC

Mailing Address: P. Box Box 1232, Jamestown, NC 27782

Phone Number: 336-714-4747 Fax:

Contact Person: Jordan Martin

Email Address: jordan@tarheelpaper.com

**STATEMENT OF JUSTIFICATION**

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

Jordan Investment Properties, LLC intends to acquire this property in order to facilitate the operations of its related entity Tarheel Paper & Supply Co. Tarheel Paper & Supply Company is a top distributor for packaging, janitorial and safety products nationwide with multiple distribution hubs across the southeast. Tarheel Paper & Supply Co. is in need of a hub for distribution to eastern North Carolina and intends to use this property to serve that purpose.

Tarheel Paper & Supply Co. primarily distributes (a) packaging supplies including products like stretch film, tape, polybags, and equipment; (b) janitorial supplies including towels, tissue, liners, matting, receptacles, and floor care equipment; (c) safety products including PPE, fall protection equipment, gas detection equipment, and spill control products.

The intended use of this property going forward is not a notable departure from our understanding of the historic use of this property, as, to our knowledge, this property is currently and has been previously used as a warehousing and distribution facility.

**REQUIRED FINDING OF FACT**

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

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

To our knowledge the operations of Tarheel Paper & Supply Co. do not pose a substantial detrimental threat or danger to the public health, safety, or general welfare. Rather, the services provided benefit public health, safety, and general welfare by bolstering access to essential supplies and safety products.

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

The immediately surrounding area is largely industrial in use and appearance and the proposed use is not a significant modification from the existing use of the property.

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

The proposed use is not a significant modification from the existing use of the property and should not interfere with future development of surrounding properties.

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

We are completing due diligence investigations regarding utilities, access, drainage, parking, and the existing facilities. Based on our findings to date, we believe the existing utilities, access, drainage, parking and existing facilities are sufficient to serve the intended use.

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

Access drives to and from the property are already in use on the property which is directly adjacent to a highway. No substantial traffic disruptions are foreseen at this time.

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

But for warehousing only being permitted based on a special use permit, we are not aware of any zoning issues based on the attached zoning letter.

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

Access to the public right of way already exists.

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

The proposed use is similar to the existing use and use of the surrounding properties.

## REQUIRED SITE PLAN INFORMATION

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

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



**APPLICANT AFFIDAVIT**

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

J. Jordan Martin  
Print Name

  
Signature of Applicant

4/13/2002  
Date

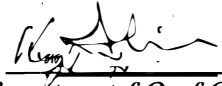
# OWNER'S CONSENT FORM

Name of Project: \_\_\_\_\_ 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.

 \_\_\_\_\_ Koji Shimada, Chiva Property Management LLC \_\_\_\_\_ 04 / 10 / 2020  
*Signature of Owner* *Print Name* *Date*

## CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

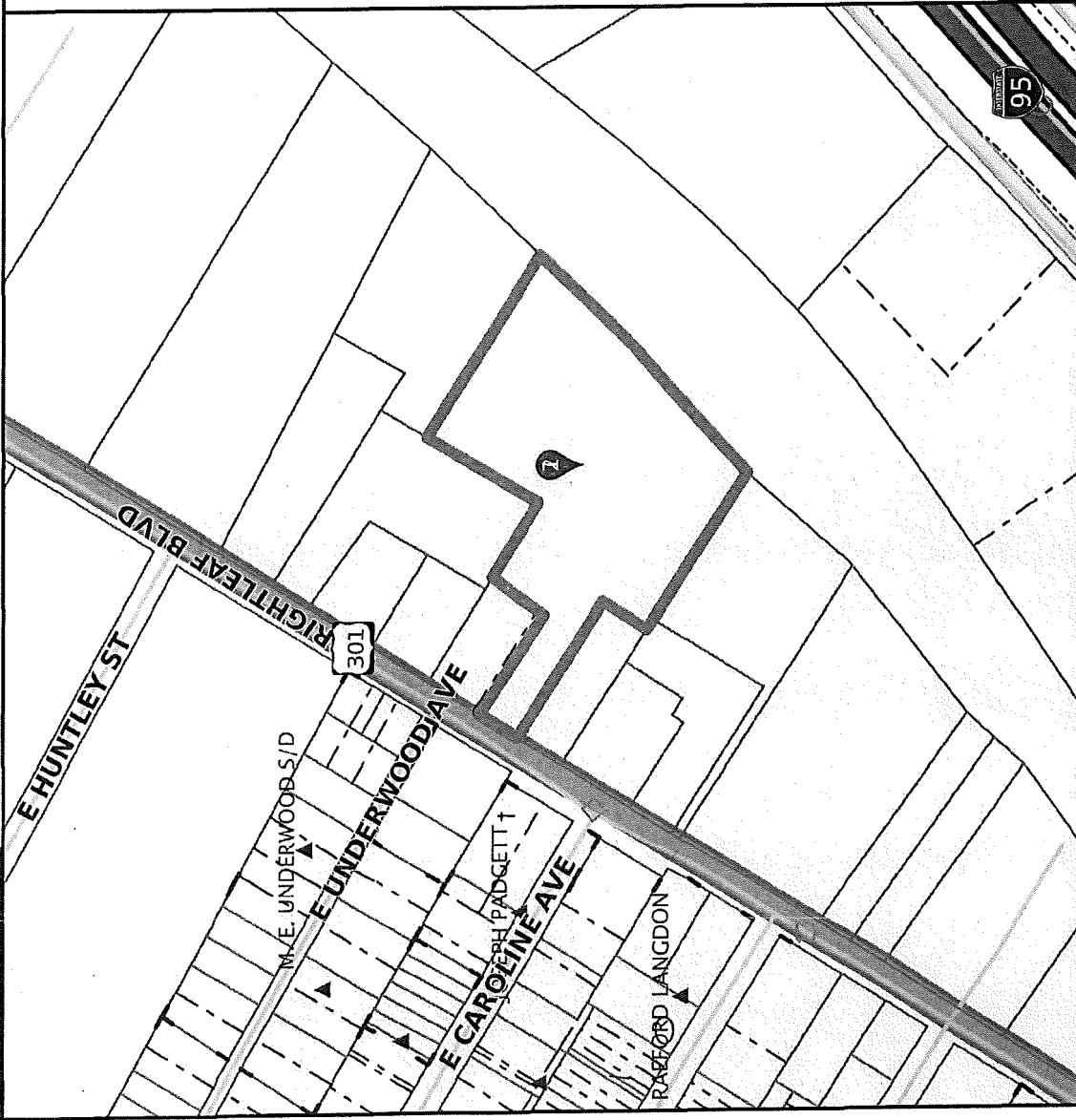
 \_\_\_\_\_ Koji Shimada, Chiva Property Management LLC \_\_\_\_\_ 04 / 10 / 2020  
*Signature of Owner/Applicant* *Print Name* *Date*

FOR OFFICE USE ONLY		
File Number: _____	Date submitted: _____	Date received: _____



\*\*\* DISCLAIMER \*\*\*

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



Result 1

id: 15A61037  
 Tag: 15A61037  
 NCPin: 169313-03-8201  
 Mapsheet No: 169313  
 Owner Name 1: CHIVA PROPERTY MANAGEMENT LLC  
 Owner Name 2:  
 Mail Address 1:  
 Mail Address 2: PO BOX 23943  
 Mail Address 3: HILTON HEAD ISLAND, SC 29925-3943  
 Site Address 1: 1685 S BRIGHTLEAF BLVD  
 Site Address 2: SMITHFIELD, NC 27577-  
 Book: 02194  
 Page: 0742  
 Market Value: 1194020  
 Assessed Acreage: 5.480  
 Calc. Acreage: 5.520  
 Sales Price: 0  
 Sale Date: 2002-03-01

Scale: 1:3829 - 1 in. = 319.06 feet

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



2194/742

BOOK 2194 PAGE 742

JOHNSTON COUNTY NC 03/01/2002 \$8452.00  
STATE OF NORTH CAROLINA Real Estate Excise Tax

State of North Carolina, Johnston Co.  
Filed for Registration at 3:45P M.  
March 20 02 in the  
Register of Deeds Office  
Recorded in Book 2194 Page 742  
Cecil M. Massengill  
Register of Deeds  
By Joan R. Marcan Dep/Asst

Excise Tax \$8,452.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 15060024 D 15060024,  
Verified by County on the day of 15A61037, 15A61055E,  
by 15A610550

Mail after recording to Kelly Mackay, P.O. Box 1187, Wake Forest,  
NC 27588

This instrument was prepared by Alan B. Hewett (NO TITLE EXAMINATION, TITLE CERTIFICATION OR  
Brief description for the Index tracts - Smithfield township TAX ADVICE)

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28th day of February, 2002, by and between

GRANTOR

GRANTEE

William Frank Lee and wife,  
Tina S. Lee

Chiva Property Management, LLC  
30 Full Sweep  
Hilton Head Island, SC 29928

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Smithfield, Smithfield Township, Johnston County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein.

The property hereinabove described was acquired by Grantor by instrument recorded in .....

A map showing the above described property is recorded in Plat Book ..... page.....

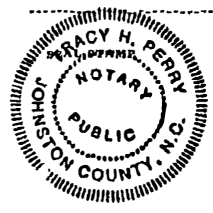
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: (Corporate Name) William Frank Lee (SEAL)
Tina S. Lee (SEAL)
President
ATTEST:
Secretary (Corporate Seal) (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Johnston County.
I, a Notary Public of the County and State aforesaid, certify that William Frank Lee and wife, Tina S. Lee Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 28th day of February 2002. My commission expires: 8/2005 Tracy H. Perry Notary Public

SEAL-STAMP

NORTH CAROLINA, Johnston County.
I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of Notary Public. My commission expires: Notary Public

The foregoing Certificate(s) of Tracy H. Perry NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. Cecil M. Massengale REGISTER OF DEEDS FOR Johnston COUNTY By Joan B. Marcom Deputy/Assistant - Register of Deeds

Pro \$ 24
Reg. \$ 18
St. Fee \$ 2052

Exhibit "A"

TRACT ONE:

Being all of that 4.19 acre tract shown on plat entitled "Property of Hardee Warehouse, Inc." a copy of which is recorded in Plat Book 38, page 195, Johnston County Registry.

NIP

TRACT TWO:

Being all of 1.61 acres, more or less, located off an unpaved road named Huntley Road in the Town of Smithfield, Smithfield Township, Johnston County, being described according to a survey dated November 5, 1993 captioned "Property of Southside Warehouse Company" prepared by W. Stanton Massengill, R.L.S., Four Oaks, North Carolina, more specifically described as follows:

NOP

BEGINNING at an existing iron stake located in the northern right of way of an unpaved named road named Huntley Road and also located North 56 degrees 42 minutes 55 seconds West approximately 605.97 feet from an existing iron stake in the intersection of Huntley Road and U.S. Highway 301; thence from said beginning point along the right of way of Huntley Road, North 56 degrees 42 minutes 55 seconds West 239.38 feet to a new iron stake; thence North 37 degrees 15 minutes 38 seconds East 300.00 feet to a new iron stake; thence South 56 degrees 42 minutes 55 seconds East 230.71 feet to an existing iron stake (located along same call approximately 845.30 feet from an existing iron pipe in right of way of U.S. Hwy 301); thence South 35 degrees 36 minutes 19 seconds West 299.35 feet to an existing iron stake, the point and place of beginning.

TRACT THREE:

Being all of that 7.816 acre tract shown on recombination plat entitled "Property of William Frank Lee and wife, Tina S. Lee", dated February 26, 2002, prepared by W. Stanton Massengill, P.L.S., and recorded in Plat Book 60, page 8, Johnston County Registry..

Also conveyed herewith is an access and utility easement more particularly described in the above referenced recombination plat and recorded in Plat Book 60, page 8, Johnston County Registry.



Mark E. Helmer, AICP, CZO Senior Planner

April 6, 2020

Madonna A. Evans  
North Carolina Certified Paralegal  
235 N. Edgeworth St.  
P.O. Box 540 (27402)  
Greensboro, NC 27401

Hello Madonna A. Evan,

This letter is in response to your request for zoning information for property owned by Chiva Property Management LLC, located within the 1700 block of South Brightleaf Boulevard, Smithfield, North Carolina and further identified as Johnston County Tax ID# 15A61037.

The above stated property is located within a B-3 (Business) zoning district. The purpose of this district is to allow commercial uses with proper regulations and safeguards to promote the safe and efficient movement of traffic, and the orderly development of land along major arteries leading into Town, while enhancing and preserving the environmental and aesthetic qualities of these areas. The proper location, and development of the uses along these corridors will contribute to and enhance trade, tourism, capital investment, and the general welfare.

All proposed land use which are compliant with the Town of Smithfield Unified Development Ordinance, Article 6, Section 6.5 Table of Uses and Activities may be considered for permitting to include warehousing which can be permitted as a special use subject to the Town of Smithfield Town Council approval.

There are no known variances issued for this property or active zoning enforcement actions being taken on this property. All requests for copies of the certificates of occupancy should be directed to Johnston County Building Inspections. If Johnston County does not possess such records then they should be presumed to no longer exist.

Feel free to call me at 919-934-2116 ext. 1112 if you have any additional questions. Thank you for your interest in Smithfield, North Carolina.

Sincerely,

A handwritten signature in cursive script that reads "Mark E. Helmer".

Mark E. Helmer, AICP, CZO  
Senior Planner / GIS Specialist





# 1600 Block of South Brightleaf Boulevard

**Project Name:**  
Chiva Property  
Management, LLC

**Location:**  
1685 South  
Brightleaf Blvd.

**File Number:**  
SUP-20-03

**Existing Zoning:**  
B-3 (Entrance  
Highway Business)

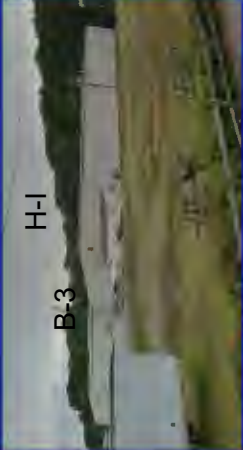
**Request:**  
Warehouse Use  
52

**Property Owner:**  
Chiva Property  
Management, LLC

**Tax ID# 15A61037 &  
15A61037C**



1 in = 175 ft



TAG	PIN	NAME1	ADDRESS2	CITY	STATE	ZIPCODE
15A61037C	169313-13-1587	BT PROPERTY HOLDINGS LLC	LANDING DR	CHESTERFIELD	VA	23838-3247
15A61055A	169313-03-5428	M & F LLC	PO BOX 148	SMITHFIELD	NC	27577-0000
15O99007C	169313-02-3938	M & F LLC	PO BOX 148	SMITHFIELD	NC	27577-0000
15060052	169313-13-1859	WAREHOUSE PROPERTIES LLC	PO BOX 2398	SMITHFIELD	NC	27577-0000
15061021	169313-03-1486	WORLEY, MICHAEL LYNN	108 QUAIL RUN	SMITHFIELD	NC	27577-0000
15I10199H	169313-02-5950	M & F LLC	PO BOX 148	SMITHFIELD	NC	27577-0000
15A61052B	169313-13-8267	M&F LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
15A61037A	169313-03-3282	BRIGHTLEAF PARTNERS LLC	PO BOX 1279	SMITHFIELD	NC	27577-1279
15A61051A	169313-12-4849	LBM ADVANTAGE, INC.	PO BOX 2310	SMITHFIELD	NC	27577-2310
15A61055B	169313-03-8710	INTERSTATE REALTY, LLC	125 CYPRESS PT	SMITHFIELD	NC	27577-8387
15A61055D	169313-03-7408	WNW INVESTMENTS, LLC	110 WHIPPOORWILL DR	SMITHFIELD	NC	27577-9511
15A61051	169317-02-4066	FLAN 4	RD	WASHINGTON	NC	27889
15A61037	169313-03-8201	CHIVA PROPERTY MANAGEMENT LLC	PO BOX 23943	ISLAND	SC	29925-3943



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-20-03, were notified by First Class Mail on 5-15-20.

  
\_\_\_\_\_  
Signature

Johnston County, North Carolina

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

15th day of May, 2020

  
\_\_\_\_\_  
Notary Public Signature

Julianne Edmonds  
\_\_\_\_\_  
Notary Public Name

My Commission expires on January 15, 2023  
(Seal)





# Request for Town Council Action

Public  
Hearing: SUP- 20-04  
Date: 06/02/20

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Subject: Freedman School  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Special Use Quasi-Judicial Hearing

---

## Issue Statement

The Historic Smithfield Foundation, Inc is requesting a special use permit to restore the Freedman School House as operate it as a public use.

## Financial Impact

None.

## Action Needed

To review the special use permit request and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve SUP-20-04 with 1 condition of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff report
2. Findings of Fact
3. Application
4. Proposed Floor Plan
5. **Recorded Plat**
6. **Parking Agreement**
7. **Zoning Map**
8. Adjacent Property Owner Listing and Notification Certification



# Staff Report

Public SUP-  
Hearing: 20-04

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**REQUEST:**

The Historic Smithfield Foundation, Inc is requesting a special use permit to restore the Freedman School House as operate it as a public use.

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**SPECIAL USE:**

The Freedman School is owned by Historic Smithfield Foundation, Inc. will be open to the public. In the Unified Development Ordinance (UDO), Section 6.5 Table of Uses and Activities, "Public uses not otherwise listed," require a special use permit.

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**APPLICATION:**

Application Number:	SUP-20-04
Project Name:	Freedman School House
TAX ID numbers:	15013053
Town Limits/ETJ:	Town Limits
Applicant:	Ethan Page, Maurer Architecture
Property Owner:	Historic Smithfield Foundation, Inc.
Agents:	Ethan Page

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**LOCATION:** 308 North Fourth Street, Smithfield

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**SITE/DEVELOPMENT DATA:**

Acreage:	0.14 acres
Present Zoning:	R-8 Residential
Existing Uses:	Freedman School House
Proposed Use:	Public use
Fire Protection:	Town of Smithfield
School Impacts:	None.
Parks and Recreation:	None
Water Provider:	Town of Smithfield
Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

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**ADJACENT ZONING AND LAND USES:**

	<b>Exiting Zoning</b>	<b>Existing Use:</b>
<b>North</b>	R-8	Single Family Residential
<b>South</b>	R-8	Single Family Residential/Church Owned
<b>West</b>	R-8	Single Family Residential
<b>East</b>	R-8	Single Family Residential

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**EXISTING CONDITIONS:**

The Freedman School sits on a 6,098 sq. ft. residential lot in the R-8 zoning district. The structure is was historically an old Freedman School House that was converted to residential use and is now being restored back to its Freedman School form. There is a public sidewalk along the Fourth Street frontage. There is no parking on the property.

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**ANALYSIS:**

The surrounding zoning and land use are single family residential in nature. The Freedman School will become a public building for a museum and event space operated by the Historic Smithfield Foundation, Inc. The building has been used as a residential home for many years and is currently being converted back to its original form, but will remain similar in scale to its neighboring structures.

**Parking.** The site is easily accessible from the public sidewalk, but there is no public parking. Institutional/Civic uses require 5 parking spaces/per 1000 sq. ft. The building will have roughly 1,477 sq. ft; therefore, 7 parking stalls are required, including handicap parking. The UDO permits remote parking (Section 10.2.7) if within 400 ft of the public entrance with permission. The First Missionary Baptist Church parking lot is within 175 ft. of the entrance is the best option for providing remote parking. The applicant has indicated that a written agreement is being finalized between the County and the church for use of the parking lot during non-church hours.

**Signs.** Although no signs have been requested at this time. The Sign Ordinance allows non-residential uses in residential zoning districts to have on freestanding sign or wall sign of no more than 32 sq. ft. in area.

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**DRAFT FINDINGS OF FACT:**

The UDO, Article 4, sets forth eight findings of fact that are required for approval of a special use permit through a quasi-judicial process. (Please see the attached application which contains the applicant’s findings of fact). Staff’s findings are shown in ***Bold/Italics*** below:

**4.9.3.5.1.** The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. ***The Freedman School House as a public use will not be detrimental to or endanger the public health, safety or welfare of the public. The use of the property will comply with all public building permit requirements meant to protect the public. The use of the***

***property will not attract large gatherings and will not impact the safety of the neighboring properties.***

**4.9.3.5.2.** The special use will be in harmony with the existing development and uses within the area in which it is to be located. ***The Freedman School House will be of similar scale and character to when it was a residential use. The scale of the operation will be small and therefore, the use will be in harmony with the neighborhood.***

**4.9.3.5.3.** The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***The special use will not impact the normal and orderly development and improvement of the surrounding property. The investment into the property will most likely have a beneficial impact on surrounding properties.***

**4.9.3.5.4.** Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. ***Adequate utilities and access are provided. The property has no provision for parking. Providing remote parking is a condition of approval.***

**4.9.3.5.5.** Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. ***There is no ingress or egress for vehicles on the property. Providing remote parking is a condition of approval.***

**4.9.3.5.6.** The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. ***With a special use permit, the use will conform to the applicable regulations.***

**4.9.3.5.7.** Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***There are no conflicts with the Town's adopted plans.***

**4.9.3.5.8.** The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. ***With a special use permit, the public use is permitted within an area guided for residential uses.***

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#### **PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends approval of the SUP-20-04 based on the findings of fact with the following condition:

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.

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

**Application Number:** SUP-20-04      **Name:** Freedman School House Public Use

**Request:** The applicant seeks a special use permit for the public use of the Freedman School House on property located within the R-e zoning district. The property considered for approval is located at 308 North Fourth Street, Smithfield NC 27577, further identified as Johnston County Tax ID# 15013053.

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

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

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

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



**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-20-04 with the following condition:*

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.

**Motion to Deny:** *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-20-04 for the following stated reason:*

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**Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-20-04 is hereby:**

\_\_\_\_\_ **approved upon acceptance and conformity with the following conditions:**

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.

\_\_\_\_\_ **denied for the noted reasons.**

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**Decision made this 2nd day of June, 2020 while in regular session.**

\_\_\_\_\_  
**M. Andy Moore, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shannan L. Parrish, Town Clerk**



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

## SPECIAL USE PERMIT APPLICATION

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

*Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee.*

### SITE INFORMATION:

Name of Project: Freedmen's Schoolhouse      Acreage of Property: .14  
 Parcel ID Number: 15013053      Tax ID: 15013053  
 Deed Book: 5329      Deed Page(s): 936  
 Address: 308 N. 4th St, Smithfield, NC  
 Location: \_\_\_\_\_

Existing Use: Residential      Proposed Use: Assembly (Public use not otherwise listed)  
 Existing Zoning District: R-8 Residential

Is project within a Planned Development:      Yes       No  
 Planned Development District (if applicable): N/A  
 Is project within an Overlay District:      Yes       No  
 Overlay District (if applicable): N/A

### FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

**REQUIRED FINDING OF FACT**

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

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

The Freedmen's Schoolhouse will not be detrimental to or endanger the public health, safety, or general welfare of the surrounding district, as well as Smithfield as a whole. In contrast it will serve to preserve the history of Smithfield as it promotes the understanding of and appreciation for its past.

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

As The Freedmen's Schoolhouse exist, it has a residential design and scale. As such it will be in harmony with the existing development and other residential uses within the area.

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

The Freedmen's Schoolhouse will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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

Adequate utilities, and drainage will be provided. The proposed impervious area will be less than what is currently on site. We will work with the Planning Department to ensure adequate parking is providing, and that it has a minimal impact on surrounding properties.

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

We will work with the Planning Department to ensure that any ingress or egress to the site will minimize traffic congestion in the public streets.

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

The Freedmen's Schoolhouse will conform with all applicable regulations of the district.

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

We will work closely with the Town to ensure that the proper amount of public access and public parking is provided for the Freedmen's Schoolhouse so as to adhere to the Town's land use plan, access plan, or existing conditions, whichever provides the great quantity and quality.

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

The Freedmen's Schoolhouse will be in conformity with land use, thoroughfare, and any other plans officially adopted by the Town Council.



## REQUIRED SITE PLAN INFORMATION

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

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

**APPLICANT AFFIDAVIT**

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

Ethan Page

*Print Name*



*Signature of Applicant*

05/01/20

*Date*


# OWNER'S CONSENT FORM

Name of Project: Freedmen's Schoolhouse Submittal Date: 05-01-2020

## OWNERS AUTHORIZATION

I hereby give CONSENT to Ethan Page (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.

 K Todd Johnson 5-1-2020  
Signature of Owner Print Name Date

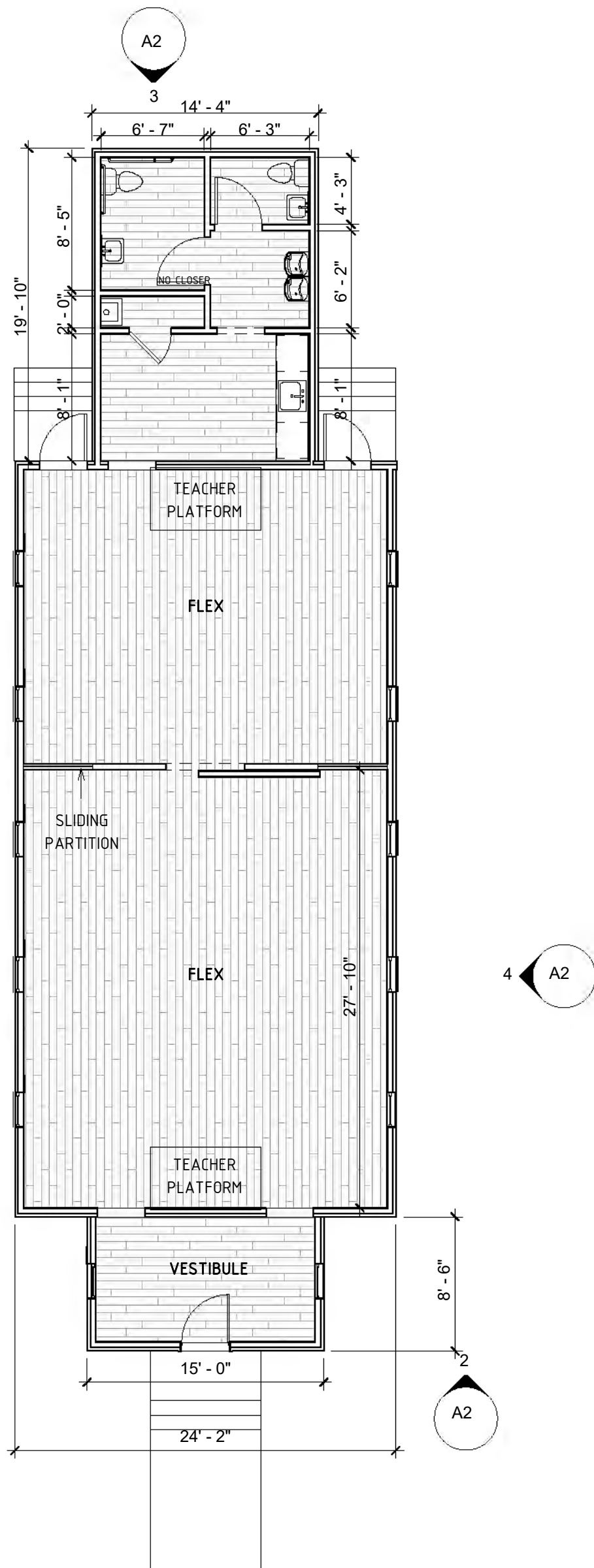
## CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

 ETHAN PAGE 05-01-2020  
Signature of Owner/Applicant Print Name Date

## FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date submitted: \_\_\_\_\_ Date received: \_\_\_\_\_

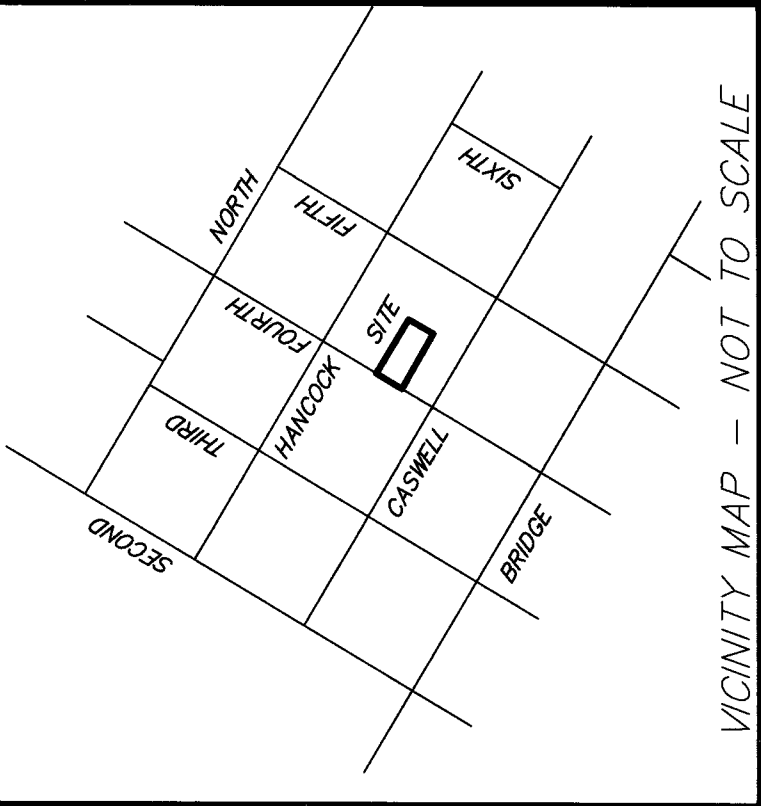


SCALE: 1/8" = 1'-0"  
 -1477 GROSS INTERIOR SF

PROPOSED FLOOR PLAN  
 FREEDMEN SCHOOLHOUSE

03/20/20





VICINITY MAP - NOT TO SCALE

- CC CONTROL CORNER (CMS UNLESS OTHERWISE NOTED)
- DL DASHED LINES
- MBL MINIMUM BUILDING SETBACK LINE
- EP EXISTING IRON PIPE (CONTROL CORNER)
- ES EXISTING IRON STAKE (CONTROL CORNER)
- ECM EXISTING CONCRETE MONUMENT (CONTROL CORNER)
- R/W RIGHT-OF-WAY
- NIP NEW IRON PIPE
- NIS NEW IRON STAKE (REBAR)
- ELS EXISTING LIGHTWOOD STAKE
- NIP NEW IRON PIPE
- NIP NEW IRON PIPE
- PP OVERHEAD POWER LINE
- OP/L OR E OVERHEAD POWER LINE
- NPS NO POINT SET
- R/W RIGHT-OF-WAY
- DB DEED BOOK
- CL CENTERLINE
- CS COTTON SPINDLE

NORTH CAROLINA  
JOHNSTON COUNTY

I, JAMES LONNIE PEACOCK, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK 4850, PAGE 767. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDE AND DEPARTURES IS 1:10000 ±. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 3<sup>RD</sup> DAY OF NOVEMBER, A. D., 2018.

*James Lonnie Peacock*  
JAMES LONNIE PEACOCK, PROFESSIONAL LAND SURVEYOR, L-5141

I, JAMES LONNIE PEACOCK, PROFESSIONAL LAND SURVEYOR No. L-5141, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

*James Lonnie Peacock*  
JAMES LONNIE PEACOCK, PROFESSIONAL LAND SURVEYOR No. L-5141

NORTH CAROLINA  
JOHNSTON COUNTY

*James Lonnie Peacock*  
REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

4/19/2018  
DATE  
*James Lonnie Peacock*  
REVIEW OFFICER

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

FILED FOR REGISTRATION AT 11:51:45 A.M.

April 9, 2019, IN THE

REGISTER OF DEEDS OFFICE.

RECORDED IN BOOK 88, PAGE 413

*Craig Olive*, REGISTER OF DEEDS, BY *Marilyn J. Moore* Deputy

RECORDED IN BOOK OF MAPS 88 PG. 413

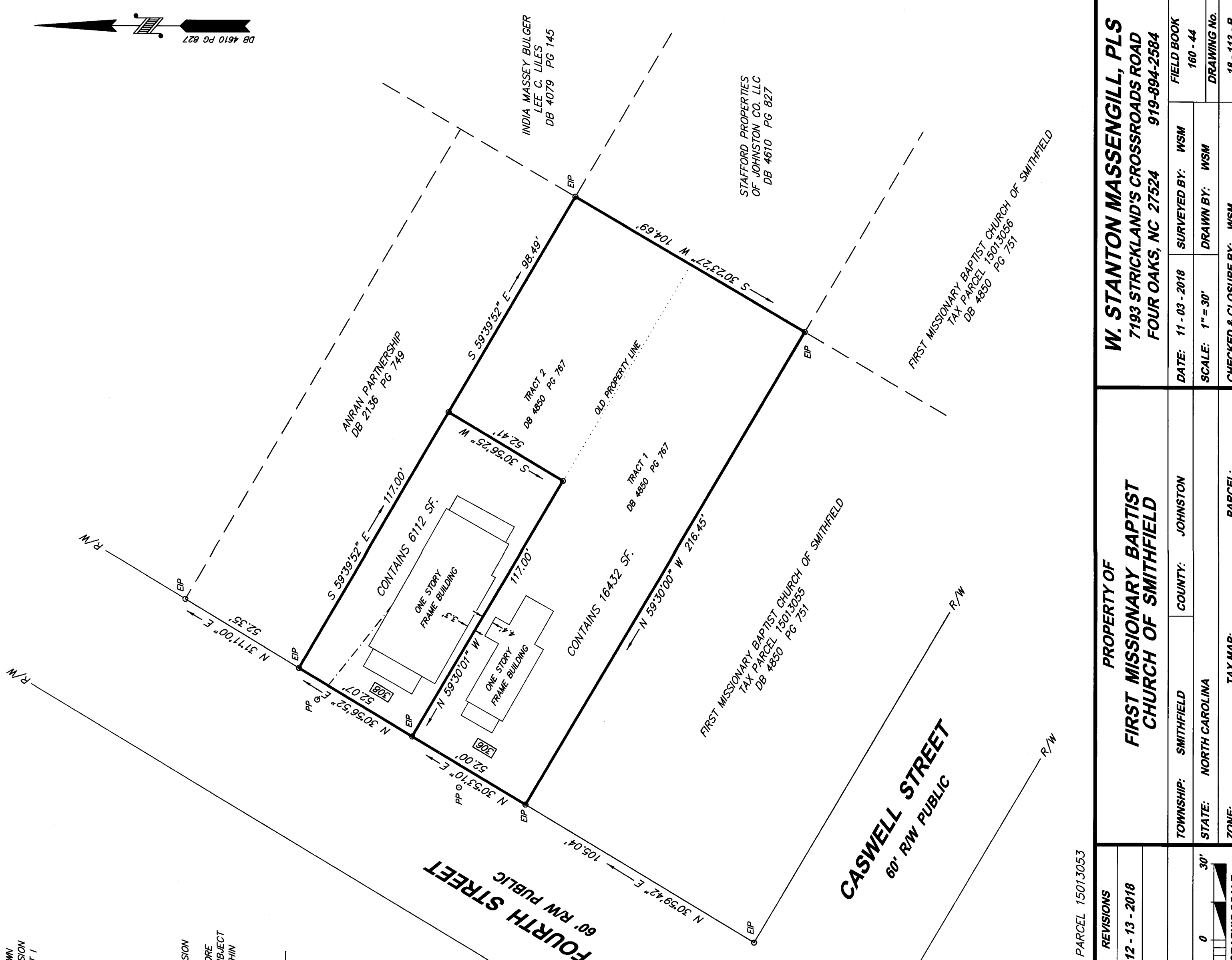
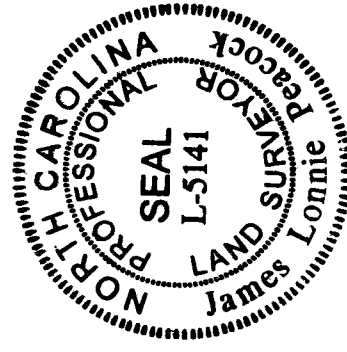
CERTIFICATE OF OWNERSHIP  
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF SMITHFIELD, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION

*Santhosh Kumar Aragent*  
OWNER  
4-1-19  
DATE

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE MINOR SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS OR ANY CHANGE IN EXISTING PUBLIC STREETS. THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE, AND THAT THEREFORE THIS PLAT HAS BEEN APPROVED BY THE UDO ADMINISTRATOR, SUBJECT TO ITS BEING RECORDED IN THE JOHNSTON COUNTY REGISTRY WITHIN SIXTY DAYS OF THE DATE BELOW.

*Steph Wynn*  
UDO ADMINISTRATOR  
4/1/19  
DATE



TAX PARCEL 15013053

REVISIONS		PROPERTY OF		W. STANTON MASSENGILL, PLS	
12 - 13 - 2018		FIRST MISSIONARY BAPTIST CHURCH OF SMITHFIELD		7193 STRICKLAND'S CROSSROADS ROAD FOUR OAKS, NC 27524 919-894-2584	
15' 0 30' GRAPHIC SCALE		TOWNSHIP:	SMITHFIELD	COUNTY:	JOHNSTON
		STATE:	NORTH CAROLINA		
		ZONE:		TAX MAP:	PARCEL:
		DATE:	11 - 03 - 2018	SURVEYED BY:	WSM
		SCALE:	1" = 30'	DRAWN BY:	WSM
		CHECKED & CLOSURE BY:		WSM	
		FIELD BOOK	160 - 44		
		DRAWING NO.	18 - 113 - B		

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") by and between **FIRST MISSIONARY BAPTIST CHURCH OF SMITHFIELD**, a North Carolina non-profit corporation (the "Church"), and the **HISTORIC SMITHFIELD FOUNDATION, INC.**, a North Carolina non-profit corporation (the "Foundation"), is executed as of this 28<sup>th</sup> day of May, 2020.

**WHEREAS**, the Foundation desires to provide parking facilities to serve visitors to the historic Freedmen's Schoolhouse (the "Schoolhouse"), located at 308 N. Fourth Street in Smithfield, NC; and

**WHEREAS**, the Church desires to support the work of the Foundation in preserving this historic structure, interpreting its history, and allowing it to be used to conduct tours and to hold meetings and events; and

**WHEREAS**, the Church and Foundation desire to memorialize the general understandings reached with respect to parking facilities for the Schoolhouse;

**NOW, THEREFORE**, in consideration of the premises and mutual understandings and obligations of the parties, the Church and Foundation hereby agree to the following terms and conditions:

### **I. PURPOSE**

1. This MOU is entered into with the understanding by all parties that the primary reason for the Foundation's participation in the Project is to meet the public purpose of preserving a historic structure and using it as a means to educate the public on the history of African American education. It is further understood that the Foundation's participation in the Project will enhance the tourism industry in Smithfield, Johnston County, and North Carolina.

### **II. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING**

1. Church – First Missionary Baptist Church, 403 Caswell Street, Smithfield, North Carolina
2. Foundation – Historic Smithfield Foundation, Inc., PO Box 2235, Smithfield, North Carolina

### **III. PARKING SPACE AGREEMENT**

1. Location: The parking facilities owned by the Church are located in four parcels ("Parcels") of land along North Fourth Street and Caswell Street in Smithfield, NC. Parcels owned by the church are shown in a map attached hereto and labeled as EXHIBIT A.
2. Land Lease: The Church and the Foundation will enter into a long-term land lease for parking spaces on the Parcels. The rent due to the Church for the term of the lease will be \$1.00.
3. Restrictions: The Foundation will not use parking spaces of the Church during times when said parking spaces are needed for services, meetings, and other activities of the Church or when maintenance or other work is being done on said parking spaces.

4. Further considerations:

- a. The Foundation will adhere to policies and procedures adopted by the Church regarding use of Church property as they relate to parking facilities.
- b. In the event of concurrent events at Church and Schoolhouse, the Foundation agrees to provide shuttle service to and from off-site parking locations to avoid use of the Church's parking facilities by visitors to Schoolhouse.

**SIGNATURES**

The parties to this MOU hereby acknowledge their intent to negotiate in good faith to agree upon and finalize the Improvements Agreement pursuant to the terms herein.

First Missionary Baptist Church of Smithfield,  
a North Carolina non-profit corporation

By: *Nathaniel R. Dublin*  
Chairman, Board of Trustees

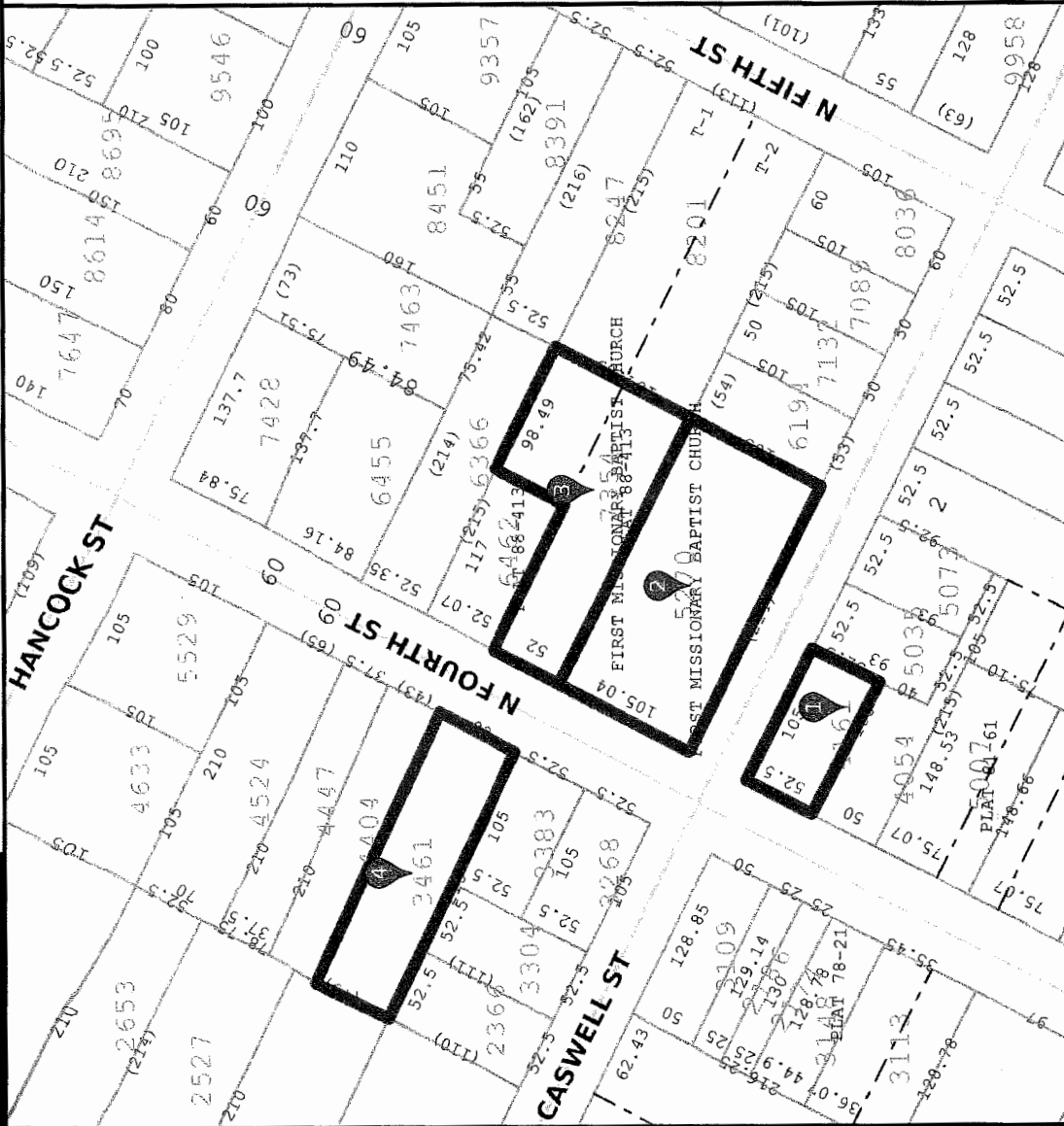
Historic Smithfield Foundation, Inc.,  
a North Carolina non-profit corporation

By: *Jamere Harrison*  
Chairman, Board of Directors



\*\*\* DISCLAIMER \*\*\*

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



**Result 1**

id: 15020037  
Tag: 15020037  
NCPin: 169419-52-4161  
Mapsheet No: 169419  
Owner Name 1: FIRST MISSIONARY BAPTIST CHURCH OF SMITHFIELD

Owner Name 2:  
Mail Address 1: PO BOX 1422  
Mail Address 2:  
Mail Address 3: SMITHFIELD, NC 27577-1422  
Site Address 1:  
Site Address 2:

Book: 05373  
Page: 0811  
Market Value: 12750  
Assessed Acreage: 0.130  
Calc. Acreage: 0.133  
Sales Price: 10000  
Sale Date: 2019-06-26

EXHIBIT A



Scale: 1:1487 - 1 in. = 123.93 feet  
(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)



\*\*\* DISCLAIMER \*\*\*

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

**Result 2**

**id:** 15013055  
**Tag:** 15013055  
**NCPin:** 169419-52-5270  
**Mapsheet No:** 169419  
**Owner Name 1:** FIRST MISSIONARY BAPTIST  
 CHURCH OF SMITHFIELD  
**Owner Name 2:**  
**Mail Address 1:** PO BOX 1422  
**Mail Address 2:**  
**Mail Address 3:** SMITHFIELD, NC 27577-1422  
**Site Address 1:** 403 CASWELL ST  
**Site Address 2:** SMITHFIELD, NC 27577-  
**Book:** 04850  
**Page:** 0751  
**Market Value:** 945380  
**Assessed Acreage:** 0.530  
**Calc. Acreage:** 0.531  
**Sales Price:** 0  
**Sale Date:** 2016-10-20

**Result 3**

**id:** 15013053A  
**Tag:** 15013053A  
**NCPin:** 169419-52-7354  
**Mapsheet No:** 169419  
**Owner Name 1:** FIRST MISSIONARY BAPTIST  
 CHURCH OF SMITHFIELD  
**Owner Name 2:**  
**Mail Address 1:** PO BOX 1422  
**Mail Address 2:**  
**Mail Address 3:** SMITHFIELD, NC 27577-1422  
**Site Address 1:**  
**Site Address 2:**  
**Book:** 04850  
**Page:** 0767  
**Market Value:** 37440  
**Assessed Acreage:** 0.380  
**Calc. Acreage:** 0.380  
**Sales Price:** 84000  
**Sale Date:** 2016-10-20

**Result 4**

**id:** 15013011  
**Tag:** 15013011  
**NCPin:** 169419-52-3461  
**Mapsheet No:** 169419  
**Owner Name 1:** FIRST MISSIONARY BAPTIST  
 CHURCH  
**Owner Name 2:**  
**Mail Address 1:**  
**Mail Address 2:** PO BOX 1422  
**Mail Address 3:** SMITHFIELD, NC 27577  
**Site Address 1:** 305 N FOURTH ST  
**Site Address 2:** SMITHFIELD, NC 27577-  
**Book:** 04696  
**Page:** 0452  
**Market Value:** 17000  
**Assessed Acreage:** 1.000  
**Calc. Acreage:** 0.301  
**Sales Price:** 0  
**Sale Date:** 2015-12-17

# 300 Block of North Fourth Street

**Project Name:**  
Freedmens's  
Schoolhouse

**Location:**  
308 North  
Fourth Street

**File Number:**  
SUP-20-04

**Existing Zoning:**  
R-8 (Residential)

**Request:**  
Public Use

**Property Owner:**  
Historic Smithfield  
Foundation, LLC

**Tax ID# 15013053**



1 in = 70 ft

Map created by the Mark E. Helmer, AICP  
Senior Planner, GIS Specialist on 6/20/2020



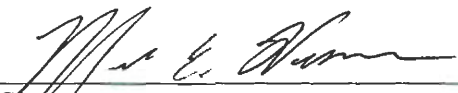
TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15013012	169419-52-4404	SNIPES, ELAINE GUNTER	2312 JOMAC RD	CHAPEL HILL	NC	27516-0000
15013011	169419-52-3461	FIRST MISSIONARY BAPTIST CHURCH	PO BOX 1422	SMITHFIELD	NC	27577
15013052	169419-52-6366	ANRAN PARTNERSHIP	484 WEST MARKET ST	SMITHFIELD	NC	27577-0000
15013053A	169419-52-7354	FIRST MISSIONARY BAPTIST	PO BOX 1422	SMITHFIELD	NC	27577-1422
15013053	169419-52-6462	HISTORIC SMITHFIELD FOUNDATION	PO BOX 2235	SMITHFIELD	NC	27577-2235
15013013	169419-52-4447	ROBINSON, ABRILLA O	309 N 4TH ST	SMITHFIELD	NC	27577-4027



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-20-04, were notified by First Class Mail on 5-15-20.

  
\_\_\_\_\_  
Signature

Johnston County, North Carolina

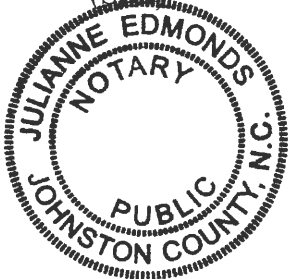
I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

15<sup>th</sup> day of May, 2020

  
\_\_\_\_\_  
Notary Public Signature

Julianne Edmonds  
\_\_\_\_\_  
Notary Public Name

My Commission expires on January 15, 2023  
(Seal)







**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, Senior Planner

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## **Notice Of Public Hearings**

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, June 2, 2020 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

**SUP-20-01 Twin Creeks Subdivision Phase II:** The applicant is requesting a special use permit to utilize the cluster provisions of the Unified Development Ordinance, Article 7, Section 7.34 in association with the Twin Creeks Phase 2 preliminary subdivision which consists of 28 single-family detached residential lots on an 11.61 acre tract of land located within an R-20A zoning district. The property considered for approval is located on the west side of Galilee Road, approximately 1,800 feet south its intersection with NC Highway 210 and further identified as Johnston County Tax ID# 15I09011B.

**SUP-20-04 Historic Smithfield Foundation, Inc.:** The applicant is requesting a special use permit to restore the Freedman School House and operate it as a public use. The property considered for approval is located on the east side of North Fourth Street approximately 170 feet north of its intersection with Caswell Street and further identified as Johnston County Tax ID# 15013053.

**SUP-20-03 Jordan Investments Properties , LLC:** The applicant is requesting a special use permit to conduct warehousing on two tracts of land totaling 7.86 acres and located within a B-3 (Highway Entranceway Business) zoning district. The properties considered for approval are located on the southeast side of South Brightleaf Boulevard approximately 125 feet south of its intersection with East Underwood Avenue and further identified as Johnston County Tax ID# 15A61037C and 15A61037.

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

**Run legal “ad” in the Johnstonian News on 5/20/2020 and 5/27/2020**



# Request for Town Council Action

Public Hearing: FY 2020-2021  
Item: Budget  
Date: 6/02/2020

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Subject: FY 2020-2021 Budget Proposal  
Department: General Government  
Presented by: Michael Scott, Town Manager, Greg Siler, Finance Director  
Presentation: Public Hearing

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## Issue Statement:

The **Manager's Proposed Budget was provided** to the Town Council on May 20, 2020. The following presentation is in accordance with the public hearing requirement of NC General Statute, 159-11(b) and 159 -12.

## Financial Impact:

Total Town Budget for FY 21.

## Action Needed:

Hold a Public Hearing for the Proposed FY 2020-21 Budget for the Town of Smithfield.

## Recommendation:

Complete the Presentation and Public Hearing

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report



# Staff Report

FY  
Public 2020-  
Hearing: 2021  
Budget

---

Town staff has worked since November, 2019 to create a draft budget. This draft budget was provided to the Town Council on March 30, 2020 and a series of budget workshops were held in April and May. Following these meetings additional changes were made culminating in the proposed budget provided to the Mayor and Town Council on May 20, 2020, with a copy for public available for viewing on the Town's website. A presentation will be made to the Mayor, Town Council and the Public at the Council Meeting on June 2, 2020. A Public Hearing must be held in conjunction with this presentation in order to fulfill the requirements of NC General Statute 159-12. A Balanced Budget must be adopted by a majority of the Town Council before July 1, 2020.

# Consent Agenda Items

The Smithfield Town Council reconvened its April 28, 2020 meeting on Tuesday, May 5, 2020 at 6:00 p.m. via Conference Call, Mayor M. Andy Moore presided.

Councilmen Present:

John Dunn, Mayor Pro-Tem (5:57 pm – 8:28 pm)  
Marlon Lee, District 1 (5:54 pm – 8:25 pm)  
David Stevens, District 2 (6:41 pm – 8:28 pm)  
Travis Scott, District 3 (5:51 pm – 8:28 pm)  
Dr. David Barbour, District 4 (5:51 pm – 8:28 pm)  
Stephen Rabil, At-Large (5:52 pm – 8:28 pm)  
Roger Wood, At-Large (5:54 pm – 8:28 pm)

Administrative Staff Present

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

**Reconvene: April 23, 2019 Meeting**

Mayor Moore reconvened the meeting at 6:30 pm

**Roll call of Councilmembers in Attendance**

Town Clerk Shannan Parrish conducted the roll call of the Council present. Councilman Stevens was not present at the start of the meeting but joined the conference call at 6:41 pm.

Town Manager Michael Scott provided an update to the Council on the Governor's recent Executive Order whereas the State would move into Phase I.

**1. General Fund**

**a. Revenues**

Town Manager Michael Scott explained due to the economic downturn related to the COVID-19, revenues have been decreased by about \$536,000. Current year taxes have been reduced by \$100,000. Also, there was a reduction in the local option sales tax of approximately \$453,000. Other reductions included: \$25,000 in franchise taxes, \$8,000 in recreational receipts, \$43,000 in Aquatic Center fees, \$9,000 in SRAC daily passes, \$10,000 in SRAC rentals and \$55,000 in SRAC program fees. The budget also included appropriating \$1,078,150 of the fund balance for the following: approved and ordered fire engine in the amount of \$560,500, SRAC fitness equipment in the amount of \$114,500, Police radios in the amount of \$145,150, Police cars in the amount of \$91,000, main Fire Station roof repair in the amount of \$87,000 and half the cost of a knuckle boom truck in the amount of \$80,000 (half of which was budgeted in the current fiscal year). Because the fund balance is high and the fire engine and the SRAC equipment were planned to be purchased out of fund balance in fiscal year 21, the remaining purchases were being made due to the anticipated decrease in revenues. The SRAC fitness equipment purchase is planned for July, but all other capital purchases can be made after January 1<sup>st</sup>. This allows staff to better identify any unanticipated revenue shortfalls that might impact those purchases. All purchases will be evaluated before being made.

In this budget is \$700,000 in loan proceeds for the expansion of the Police Department. The Town Manager explained it is likely that amount would be closer to \$800,000 due to additional planning after the budget draft was created.

**b. Debt Service**

Town Manager Michael Scott explained that added to the debt service was payments for the ladder truck, the fire engine, and the hook leaf truck. In FY 20, one loan for vehicles matured that included a debt service payment of \$29,210. Also, a second rolling stock roll loan would mature in FY 21.

He explained the Town still had significant debt payments for the SRAC until fiscal year 2028 and the Crossroads project until fiscal year 2044. If the Town moves forward with the Police Department additions, debt service payments would begin in fiscal year 2022 of approximately \$68,700. He reminded the Council the last time equipment was purchased for the SRAC it was done on a lease to own basis. There is an option to do that again, but it does cost additional money. Since there are funds to buy the equipment, it was decided to purchase the equipment instead of leasing it.

Councilman Scott questioned if the stormwater management fee had come to fruition. Planning Director Stephen Wensman explained that a stormwater committee has been formed, but because of COVID-19 the meetings have been put on hold. Once the committee begins to meet, staff believes a recommendation could be brought to the Council in 2021.

**c. General Government**

**i. General Government**

Town Manager Michael Scott highlighted the General Government's FY 2020-2021 budget which included the following:

- Not Included in the budget: \$3,700 for Text My Gov. This would allow citizens and visitors to text routine questions and receive canned answers that we would create with this company. It also has a feature leave questions for staff point out issues needs attention, as well as, create opportunities for the town to send out group text to all these individuals at one time for those who choose to sign up for them. The cost is \$3,700 this fiscal year, \$2,700 next fiscal year and the Town would have to enter into a two-year contract with the company
- Salaries and Wages: There is a slight increase in this line from last year because of the increases that were provided to employees in January. This increase will be in all General Fund salary lines.
- Retirement Benefits: Increased from 8.95% to 10.15% mandated by the state retirement system.
- Insurance: Medical insurance increase due to offering employees a lower deductible insurance option.
- Training and Education: \$1,000 increase for additional information technology training.
- Legal Fees: \$15,000 increase to allow for additional assistance with legal counsel.
- Audit Fees: increase due to the additional year-end financial statements reporting required by the LGC.
- IT Supplies: increase of \$4,000 for the computer system upgrades

**ii. Other Non-Departmental**

Town Manager Michael Scott highlighted the Non-Departmental FY 2020-2021 Budget which included the following:

- Insurance and Bonds: When the budget was drafted, staff did not have solid projections from the League, so we budgeted \$113,565. We have received our renewals and \$99,300 will now be budgeted in all three funds for Workers Comp and Property and Liability insurance.
- Downtown Development Tax and Contribution: Contributions made by the Town has decreased proportionately to what the DSDC will receive in motor vehicle tax.

Between the two revenue sources, the DSDC will receive approximately \$150,000. The Town Manager explained the DSDC was requesting an additional \$20,000

- Occupancy Tax: \$270,630 is budgeted in this line consistent with the revenue line because the Town acts as a collector for this tax which ultimately passes onto the Johnston County Visitor's Bureau in accordance with the general statutes.
- Non-Profit and School Requests: Town Manager Michael Scott explained these requests were status quo from last year. No new requests had been added to the budget. He asked Council to provide direction on what organizations they wished to have included in the budget and the amount they wished to allocate to the organizations.
- Economic Development: \$25,000 is included in FY2020-2021 budget because \$25,000 will be encumbered from the current year's budget.
- Public Library: The library was requesting \$400,000 an additional \$130,000 from last year. Included in the proposed budget for the Library was \$270,000.

### **iii. Finance**

Finance Director Greg Siler highlighted the Finance Department's FY 2020-2021 Budget which included the following:

- Not included in the budget: one new clerk's position at the cost of \$55,610, \$.50 per hour increases for the part-time collection assistants and \$5,000 of additional equipment for the clerk's position that is not included in the budget.
- Salary and wages: Mr. Siler explained the assistant finance director had not been hired due to the need for office space at town hall. With some moving of current staff to another location, Mr. Siler believed he can have the position filled in this fiscal year.

Mayor Moore questioned the relocation of staff if an assistant finance director was hired. Mr. Siler responded the utility billing supervisor and the contracted meter readers would be relocated to the Operations Center. He would move to the current meter reader's office and the assistance finance director would move into the officer Mr. Siler currently occupies.

Councilman Barbour stated he believed the purpose of the assistant finance director's position was to fill in the gaps when other finance department employees needed assistance. Mr. Siler stated that was partly correct, but that position would also allow him to focus on the totality of the Town's overall finances. The assistant finance director would be trained to perform every function in the finance department.

- Capital Outlay: Included in this budget are new furnishing for the assistant finance director and an additional lap-top.

Councilman Barbour questioned the Finance Department's overtime. Mr. Siler responded the overtime is typically attributed to inputting meters once they have been changed out. One of the customer services representatives will work overtime to input all the necessary date for the new meter.

### **iv. Planning**

Planning Director Stephen Wensman highlighted the Planning Department's FY 2020-2021 Budget which included the following:

- Training and Education: Increase in this line due to the senior planner requiring additional training because he also serves as the floodplain manager for the Town.

- Service Contracts: \$12,500 will be carried over from this fiscal year for the bike pedestrian plan grant through NCDOT. This would be the Town's contribution to the grant should it be awarded to the Town.
- Comprehensive Plan and Transportation Plan: No funds are budgeted in these lines because these projects have been completed.
- Capital Outlay: Since staff was unable to locate a contractor for office renovations, \$12,000 will be carried over from the current fiscal year to the next fiscal year for office renovations.

#### **v. Police**

Chief of Police R. Keith Powell highlighted the Police Department's FY 2020-2021 Budget which included the following:

- Not included in the budget: Replacement of a UTV for greenway patrols at a cost of \$19,500, enclosed pull behind trailer to store mobile traffic light generators at a cost of \$20,500, salary schedule changes at a cost of \$174,000. Also, half of the canine unit in the amount of \$7,000 is budgeted because the additional \$7,000 for the canine will be paid from forfeiture monies.
- Separation Allowance: Decreased by 20% due to two former police personnel being no longer eligible to receive the benefit as mandated by the general statute.
- Training and Education: This line increased by \$1,000 because officers will be applying for the tuition assistance program.
- Equipment Maintenance and Repair: This line increased by \$1,000 due to aging equipment requiring additional repairs.
- Fuel: This line increased by 3% due to additional officers being eligible to take home their vehicles.
- Uniforms: This line increase by \$12,500 for the purchase of 41 helmets necessary for the firing range.
- Service Contracts: This line increased by 23% because of IDI Core which is a phone tracing system used by detectives and because of a partnership with Triangle J. Council of Governments for police officer recruitment.
- Capital Outlay: include the purchase of 3 cars, replacement of ½ the canine unit (other ½ to be paid from forfeiture funds), replacement of 35 vehicle radios, 2 watch guard cameras, building expansion, 24 office chairs and 23 maintenance trackers.

Mayor Pro-Tem Dunn questioned how many officers were taking advantage of the take home car program. Chief Powell responded there was currently one officer, but another officer indicated he was considering the purchase of a home in Town.

Mayor Pro-Tem Dunn also questioned if salary schedule changes in the amount of \$174,000 were added into the budget. Town Manager Michael Scott responded those funds were not included in the budget.

Councilman Barbour reminded everyone that a discussion on the competitiveness of Police salaries still needed to happen.

Councilman Scott agreed with Councilman Barbour that the Police Department salaries be addressed. He questioned if the Manager and the Police Chief could



provide an explanation of their plan to increase the salaries and make the department competitive with other police departments.

Town Manager Michael Scott asked Police Chief Powell to explain the maintenance tracker requested in the capital outlay line. Chief Powell explained the tracker will allow the department to set parameters and monitor the cars on the speeds, how long they sit idle, where they sit and idle. This will provide better accountability of police vehicles.

#### vi. Fire

Fire Chief John Blanton highlighted the Fire Department's FY 2020-2021 Budget which included the following:

- Not included in the budget: replacement SUV at a cost of \$47,000.

The Town Manager explained the Fire Chief requested an hourly wage increase for the Fire Inspector's positions by \$3.27 per hour and requested increasing the volunteer firefighters' stipends by \$114,700.

- Part-Time Salaries: Chief Blanton explained after reviewing other Towns, he proposed a model for salaries that is based on certifications since inspectors are highly sought after.
- Volunteer Firemen: Chief Blanton explained that he did request an additional \$114,000 for volunteer firefighters. He explained increasing volunteers was difficult. The goal was to staff with additional volunteers during the shifts. The request was to reimburse or pay a stipend for 2190 shifts per year. That would allow more personnel on a scene. He further explained that he approached the Town Manager about a FEMA grant for recruitment and retention. It is no match grant that could offset the increase if awarded. The grant closes on May 15<sup>th</sup>, so it this was something the Council wished to pursue, applying for the grant would have to be approved.

Councilman Lee questioned if volunteer firefighters were being paid. Chief Blanton explained volunteers are provided a stipend for things like the cost of travel and uniforms. They are not considered employees.

Councilman Barbour questioned how the volunteers would work on shifts. Chief Blanton explained volunteers would be scheduled for a shift. Councilman Barbour questions the amount of the stipend. Chief Blanton responded it was \$85.00 per shift.

Mayor Moore questioned if the volunteers would be at the station during a twelve-hour shift. Chief Blanton responded the volunteers would be at the fire station performing normal duties during a 12-hour shift.

Councilman Wood questioned if current volunteers would be added to this program. Chief Blanton responded FLSA rules for volunteers, mandated they can only work 20% of what a full-time employee in that position makes plus benefits. Those volunteers can only make \$9,000 - \$9,500 a year and can only work 90-100 shifts. There are currently 5 volunteers that do not participate in this program and those five are required to respond to 25% of the fire calls. Volunteers who chose to work the shifts are reimbursed as they work a shift. Volunteers who do not work shifts will only receive stipends based on the percentage of fire calls they attend. Also, instead of providing stipends once a year, they now receive their stipend bi-weekly.

Mayor Moore cautioned the Council because there were volunteer firefighters that serve on the Council that would financially benefit from this.

Mayor Pro-Tem Dunn stated for the record he would not financially benefit from this because he does not volunteer for shift work.

Councilman Scott stated he too was a volunteer firefighter and believed that none of the three sitting Council that also served as volunteers were a part of this program. Chief Blanton responded the three sitting Councilmembers were not a part of this shift program.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to authorize the Fire Department to apply for the FEMA grant. Unanimously approved at 7:49 pm.

- Training and Education: \$1,000 increase in this line for additional water training and additional publications
- Uniforms: \$3,100 increase in this line due to the replacement of turn out gear and additional fees for dry cleaning.
- Capital Outlay: Includes 2 bay heaters, Station One roof repair, Station One parking and drive repair, 2 security cameras, 2500 4x4 pickup truck and a 1500 4x4 pickup truck for inspections.

Councilman Scott questioned the amount of fire hydrants that are not operational in Town. Chief Blanton responded the Fire Department was responsible for maintenance records of hydrant flow and for the painting of the hydrants. Any issues with the hydrants are forwarded to Public Utilities. Councilman Scott further questioned if funds should be placed in the budget for the repair of these hydrants. Public Utilities Director Ted Credle responded his water/ sewer crews were repairing them just not as quickly as they should be due to more pressing issues. Councilman Scott stated because of the safety issues with nonfunctioning hydrants, staff should make it a priority to fix the hydrants. Chief Blanton was asked to provide a list of hydrants that were inoperable to the Town Manager to be sent to the Council.

Council Lee stated there was a hydrant on Old Goldsboro Road that needed to be repaired.

Councilman Barbour questioned if the Town should allocate funds for the High School Firefighter Academy and possibly implement a Junior Firefighter program. Chief Blanton responded the department cannot have anyone younger than 18 due to insurance restrictions. He stated that he and the department were involved with the program. Councilman Barbour stated \$1,000 could be included in the Fire Department's Training budget to help assist with the Fire Academy.

Town Manager Michael Scott informed the Council that the Safer Grant for the three firefighters will expire in FY 2020-2021 and will only receive \$11,000. In future years, the Town will be responsible for their total salaries and benefits.

## **Recess**

Councilman Scott made a motion, seconded by Councilman Wood, to recess the meeting to Wednesday, May 6<sup>th</sup> at 6:00 pm. The meeting recessed at approximately 8:26 pm.

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M. Andy Moore, Mayor

ATTEST:

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Shannan L. Parrish, Town Clerk

DRAFT

The Smithfield Town Council reconvened its May 5, 2020 meeting on Wednesday, May 6, 2020 at 6:00 p.m. via Conference Call, Mayor M. Andy Moore presided.

Councilmen Present:

John Dunn, Mayor Pro-Tem (5:57 pm – 8:46 pm)  
Marlon Lee, District 1 (6:00 pm – 8:46 pm)  
David Stevens, District 2 (5:57 pm – 8:46 pm)  
Travis Scott, District 3 (6:00 pm – 8:46 pm)  
Dr. David Barbour, District 4 (5:54 pm – 8:46 pm)  
Stephen Rabil, At-Large (5:51 pm – 8:46 pm)  
Roger Wood, At-Large (5:54 pm – 8:28 pm)

Administrative Staff Present

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

**Reconvene: May 5, 2020 Meeting**

Mayor Moore reconvened the meeting at 6:00 pm

**Roll call of Councilmembers in Attendance**

Town Clerk Shannan Parrish conducted the roll call of the Council present. All Councilmembers were present.

**1. General Fund**

**i. Public Works**

**1. General Maintenance**

Public Works Director Lenny Branch highlighted the Public Works General Maintenance Division's FY 2020-2021 budget which included the following:

Public Works Director Lenny Branch explained his budget was mostly status quo.

- Community Gardens: \$1,000 increase in this line to expand the community garden efforts.
- Service Contracts: 17% decrease in this line. Mr. Branch explained contracts such as HVAC maintenance, janitorial, landscaping and pest control were all rebid this year thus saving the Town \$11,000.
- Capital Outlay: Includes A zero turn mower and Christmas decorations. Mr. Branch explained the department has replaced some of the older angels with candy canes on the east side and he would like to do the same on the west side of town.

Councilman Barbour questioned the amount budgeted for Riverside Cemetery since it was stated it was simply a pass through. Town Manager Michael Scott explained there was a revenue line that corresponded for the expense line. Mayor Moore questioned if any funds were allocated for the Town for administrative fees. Finance Director Greg Siler explained that the Riverside Extension lot sales are a 100% pass through. The Town receives no funds for this cemetery. The Town does provide maintenance and lighting to the cemetery.

Mayor Moore questioned how the community garden was managed. Town Manager Michael Scott responded he approved all the purchases for the gardens. Volunteers tend the garden and once crops are picked; they place them in the bins for the entire community.

Mayor Moore questioned if the Christmas angels were still operable. Public Works Director Lenny Branch responded they were operable, but he would like to add something different since the angels were almost twenty-years old.

Town Manager Michael Scott asked Mr. Branch to elaborate on the amount of staff and their duties in this division. Mr. Branch explained there were four employees in this division and their primary responsibilities are maintenance of the 6 Town cemeteries, Town Hall park, Brogden Road substation, Community Gardens, Pine Acres entrance, the Library, the parking lot between Wells Fargo and Simple Twist, Public Works facility, welcome signs, the retention pond on college road. They also do the larger Christmas displays.

Mayor Moore questioned if enough funds were budgeted for mulch. Mr. Branch responded he felt there were sufficient funds for mulch.

## **2. Streets**

Public Works Director Lenny Branch highlighted the Public Works Streets Division's FY 2020-2021 Budget which included the following:

Public Works Director Lenny Branch explained his budget was mostly status quo.

- Not Included in the budget: a mini excavator at a cost of \$90,000
- Salaries and Wages: There is a calculation error in this line. The total should be \$158,541 and not \$165,500.
- Sidewalk/ Curb repairs: This is an emergency request line for when sidewalks have to be immediately repaired. Town Manager Michael Scott informed the Council that \$112,406 was budgeted in this fiscal year for the Town's portion of sidewalks on Kellie Drive, Durwood Stephenson Parkway and Market Street from where the new bridge is supposed to go into Town. To date, none of those funds have been spent. NCDOT has not invoiced the Town for any of the completed projects and if they do not invoice the Town before the end of the fiscal year, those funds will be carried over into the new fiscal year.
- Transfer to General Fund Capital Projects: Mr. Branch provided an update on the Equity Drive project stating Brady Solutions should have preliminary drawing for staff by May 15<sup>th</sup>. Town Manager Michael Scott informed the Council that staff was monitoring this project because a new hotel may be built on Equity Drive. If that happens, they will need to run utility services across Equity Drive. Staff is working with the developer because the Town does not want to repair the road only to have to tear it up for utility cuts. This may delay the Equity Drive project.
- Capital Outlay: Town Manager Michael Scott informed the Council that there was \$93,000 in the current budget for enhanced lighting for the I-95 bridge project. Those funds will be carried over until NCDOT completes the bridge project.

## **3. Garage**

Public Works Director Lenny Branch highlighted the Public Works Garage Division's FY 2020-2021 Budget which included the following:

- Not Included in the budget: an additional mechanic position at a cost of \$48,711 and a hot pressure washer at a cost of \$10,000.
- Salaries & Wages: Mr. Branch informed the Council that he has one mechanic in the garage division. He explained this employee performs a lot of repairs and maintenance on vehicles and equipment. He asked the Council to consider allowing him to hire a second mechanic to further save the Town money on repairs.

- Capital Outlay: Mr. Branch informed the Council that he did request a hot pressure washer to be able to clean under the vehicles. It can also be used to remove graffiti.

Councilman Barbour questioned the estimated savings to the Town if another mechanic was hired. Mr. Branch responded there would be savings because another mechanic could assist more with routine maintenance of vehicles currently not serviced by the garage. Councilman Barbour further questioned if staff could provide justification for the addition of another mechanic and any savings this hire would be for the Town.

Councilman Wood stated in the Police Department's vehicle maintenance budget, the Town could fund the additional position over the course of two years if all the police vehicles were maintained and repaired at the town garage.

Chief of Police Keith Powell stated at one time, the town garage maintained the police fleet. It would be possible to have some maintenance and repair to be done should the Council wish to add another mechanic. Mr. Branch stated there would be some things the garage could not do because of the electronics in newer vehicles. Servicing vehicles could be done to save the other departments money.

Councilman Rabil stated the town garage used to have more than one employee. Mr. Branch responded the garage used to have three mechanics but were phased out through attrition.

Mayor Moore questioned the need for the pressure washer and how often it would be used. Mr. Branch responded it would not be used every day, but it would be a good tool to have not only for his department but for other departments as well. Mayor Moore also asked for additional data on the hiring of another mechanic. Town Manager Michael Scott responded additional analysis would be done to identify any cost savings. Those finding would be presented to the Council

#### **4. Powell Bill**

Public Works Director Lenny Branch stated the Powell Bill budget for FY 2020-2021 was completely status quo from last year.

Councilman Scott stated that during this fiscal year additional funds were allocated to allow for additional streets within Town to be resurfaced. He questioned if additional funds should be budgeted in this fiscal year. Mr. Branch responded that staff is following the 2018 Pavement Condition Study and roads are being repaired from the worst to the best. Additional funds would help for additional street repairs.

Councilman Rabil questioned if Peedin Road would be resurfaced. Mr. Branch stated that was an NCDOT road and he received word t they were planning to repave that section of road but a time line had not been provided on when that project would begin.

Town Manager Michael Scott informed the Council if they desired to repave a lot of streets at the one time, the Town could take out a large loan and use Powell Bill funds to pay the debt service payment. The only issue was to do that it would have to go through referendum and the citizens would have to vote on it.

#### **5. Sanitation**

Public Works Director Lenny Branch highlighted the Public Works Sanitation Division's FY 2020-2021 budget which included the following:

- Vehicle Supplies and Maintenance: There is a slight increase in this line due to aging equipment requiring additional repairs.
- Landfill Fees: There is an increase in this line to due to increased consumer waste and to account for the additional homes being built in Smithfield.

- Service Contracts: There was a slight increase in this line for the My Fleet renewal and data for two tablets.

Councilman Lee questioned if sanitation staff picked up waste left from contractors. Mr. Branch responded staff was not supposed to remove that debris because it was the contractor's responsibility. He further stated when staff is alerted to these illegal dumping, they contact code enforcement. Mr. Branch also stated when he is aware of the contractor, he does contact them and request that they remove the debris.

Council commended the sanitation staff for their hard work and dedication.

## ii. Parks and Recreation

Parks and Recreation Director Gary Johnson highlighted the Parks and Recreation's FY 2020-2021 Budget which included the following:

- Not included in the budget: \$50,000 for the renovation of Burlington Park.
- Equipment Repair and Maintenance: \$10,000 increase in this line due to the decrease in service contracts for landscaping
- Supplies and Operations: \$2,000 increase due to additional supplies needed for the Dog Park and other park facilities.
- Service Contracts: \$12,790 decrease in this line due to increasing the Equipment Maintenance and repair.
- Capital Outlay includes: Girl Scout Hut repairs, Talton Park shelter repairs, Community Park shelter repairs, replacement of a lawn mower, John Deer gator, Park Ordinance and emergency plan signage and office furniture.

Town Manager Michael Scott asked Mr. Johnson to discuss his recommendation for renovations to Burlington Park. This was not included in the budget. Mr. Johnson responded equipment at Burlington Park is old and needs to be replaced. Staff is hoping to renovate that park at some point.

Town Manager Michael Scott informed the Council no funds are budgeted for the park property recently purchase on Highway 210. Staff felt that would be a more in-depth conversation with the Council at a later date. Also, there are ideas for trails and access in East Smithfield from the new splash pad to Smith Collins Park then leading over to the pond across from Johnston Community College

## iii. SRAC

Parks and Recreation Director Gary Johnson highlighted the SRAC's FY 2020-2021 Budget which included the following:

- Salaries/ Part time Aquatics: There is a 5% increase in this line due to a \$.50 increase in pay for all lifeguards.
- Temporary Labor: Decrease in this line due to the school system being responsible for custodial services. There has been a modification in their contract and now are providing janitorial services on Saturday and Sunday.
- Equipment Repair and Maintenance: There is a \$6,250 increase in this line due to moving to the VOIP phones. Johnston County Schools are requesting half of the changeover. Also, this includes an additional camera and panic button at the front desk.
- Supplies and Operations: This line has increased by \$2,5000 due to the need for additional supplies and the increase in pottery studio usage.

- Marketing and Advertising: There is a \$500 increase in this line for additional marketing and advertising for the SRAC.
- Service Contracts: This line increased by \$6,000 due to cost related to changing software for accounting, membership management and online program registration.
- Capital Outlay includes: fitness equipment replacement, UV lighting rebuild, banquet room tables replacement and group fitness AV equipment.

Councilman Barbour questioned if SRAC staff partnered with the Library on different programs. Mr. Johnson responded they haven't done regular programs with the Library, but certainly could work together to offer some programs.

Councilman Scott questioned if PEG channel funds could be used for the group AV fitness equipment. Tim Kerigan responded that PEG funds could be used if there would be any type of broadcasting done from that area.

Councilman Barbour questioned if any thought had given to installing an electronic sign at Community Park and SRAC. Mr. Johnson responded he would love to have one, but because of the expense of the sign, he has not requested one.

Councilman Wood supported the proposed increase in pay for lifeguards.

Councilman Scott questioned if there was additional burden or financial stress on the Aquatic Center's budget due to employees being able to use the facility. Mr. Johnson responded it hasn't created any additional expense.

Mayor Moore stated that for transparency purposes, his son has been a part-time lifeguard at the SRAC, but has not worked there since last summer. He explained that he had not advocated for the increase in pay for the lifeguards.

#### iv. SYCC

Parks and Recreation Director Gary Johnson highlighted the Sarah Yard Center's FY 2020-2021 budget which included the following:

- Not included in the budget was increase in pay for part-time staff. Mr. Johnson explained he felt an increase was appropriate because the part-time staff is supervising the facility and the children.
- Utilities: There was a \$1,500 increase in this line due to being responsible for the internet bill for the center.
- Capital Outlay included: parking lot paving and exterior painting of the building.

Councilman Lee questioned if the hours of operation for the center could be expanded. During the school year, the center is only open from 3pm until 6pm Monday, Wednesday and Friday. Mr. Johnson responded he was open to whatever hours the Council chose to have the center opened.

Councilman Lee questioned when the Community Police Officer would be replaced. Chief of Police Keith Powell responded being down seven officers, it was difficult for him to have a Community Police Officer. As positions become filled, he hopes to have a Community Police Officer in place.

Mayor Pro-Tem Dunn questioned the summer hours for the center. Mr. Johnson responded the hours are 12pm until 5pm Monday thru Friday. Councilman Lee stated summer hours were typically only June and July. He felt the center should be open more often. Town Manager Michael Scott asked Councilman Lee for his recommendation on the hours of operation for the center. Councilman Lee responded





Resident .....	\$125.00/ Up to 25 children 35 guests
Nonresident.....	\$165.00/ Up to 25 children 35 guests
<b>\$50 Non-Refundable Deposit due at time of Booking</b>	
After Hours Fee (if party booked past regular operating hours) .....	\$75.00
Extra Rental (1/2 basketball court, other pool).....	\$50.00

**Birthday Pool Parties / Banquet Room**

Resident .....	\$175.00 / 36 guests and above
Nonresident.....	\$ 215.00 / 36 guests and above
<b>\$50 Non-Refundable Deposit due at time of Booking</b>	

**Summer Camp (8:30 am – 4:30 pm) / \$25 Non-Refundable Deposit**

Resident .....	\$100.00 110.00/week
Nonresident .....	\$140.00 150.00/week
(10% off after first child, if SRAC Member)	

**Facility Rental Rates**

<b>Multi-Purpose (Monday – Thursday)</b>	<b>Resident</b>	<b>Nonresident</b>
Up to 2 hour.....	\$40.00	\$65.00
2-4 hours .....	\$60.00	\$85.00
4 hours – All Day.....	\$100.00	\$140.00

<b>Multi-Purpose (Friday – Sunday)</b>	<b>Resident</b>	<b>Nonresident</b>
Up to 2 hour.....	\$100.00	\$140.00

<b>Multi-Purpose</b>	<b>Resident</b>	<b>Nonresident</b>
Per hour.....	\$62.50	\$82.50

**Banquet Room and Catering Kitchen**

\$65.00/ hour (minimum 3 hours) **\$85.00 hour**  
 \$520.00/ day (8 hours)  
 \$260.00 Deposit  
 \$20.00 **\$40.00** hour Custodial Fee  
 Deposit fee to book is ½ of Rental Fee, and is Non-Refundable

**SRAC Pottery Studio**

Pottery Studio – 6 Month Membership Resident .....	\$125.00
Pottery Studio – 6 Month Membership Non-Resident.....	\$165.00
(SRAC members get 10% off.)	

**Public Utilities Service**

Public Utilities Director Ted Credle reviewed the proposed changes with the Council. Proposed Fee Schedule Changes for Public Utilities are as follows:

Return Trip When Customer Not Available <del>Connection Fee when first 2 attempts are unsuccessful</del> <del>\$25.00</del> <b>\$50.00</b>	
Temporary Construction & Pole Service Charge .....	<del>\$50.00</del> <b>Cost of the meter</b>

**Water Rates**

**Basic Charge**

Inside City Customers (All)	<del>\$10.42</del> <b>11.13</b>
Outside City Customers (All)	<del>\$18.23</del> <b>19.86</b>

**Consumption Rates ( per 1,000 gallons):**

<b>Residential Customers</b>	<b>Inside City</b>	<b>Outside City</b>
<b>Usage</b>	<b>Rate</b>	<b>Rate</b>
First 4,000 Gallons	\$4.16 <b>4.19</b>	\$8.31 <b>8.38</b>

Next 6,000 Gallons	\$4.91	5.22	\$9.82	10.44
All Over 10,000 Gallons	\$5.67	6.13	\$11.33	12.26

<u>Commercial Customers</u>	<u>Inside City</u>		<u>Outside City</u>	
<u>Usage</u>	<u>Rate</u>		<u>Rate</u>	
First 10,000 Gallons	\$4.53	4.76	\$9.07	9.52
Next 90,000 Gallons	\$5.29	5.68	\$10.58	11.36
All Over 100,000 Gallons	\$6.04	6.70	\$12.09	13.40

<u>Residential Irrigation Customers</u>	<u>Inside City</u>		<u>Outside City</u>	
<u>Usage</u>	<u>Rate</u>		<u>Rate</u>	
First 3,000 Gallons	\$ 5.67	6.46	\$11.33	12.92
Next 17,000 Gallons	\$6.42	7.16	\$12.85	14.32
All Over 20,000 Gallons	\$7.18	8.05	\$14.36	16.10

<u>Commercial Irrigation Customers</u>	<u>Inside City</u>		<u>Outside City</u>	
<u>Usage</u>	<u>Rate</u>		<u>Rate</u>	
First 3,000 Gallons	\$5.67	6.46	\$11.33	12.92
Next 27,000 Gallons	\$6.42	7.16	\$12.85	14.32
All Over 30,000 Gallons	\$7.18	8.05	\$14.36	16.10

<u>Industrial/Institutional Customers</u>	<u>Inside City</u>		<u>Outside City</u>	
<u>Usage</u>	<u>Rate</u>		<u>Rate</u>	
First 25,000 Gallons	\$4.53	4.76	\$9.07	9.52
Next 75,000 Gallons	\$5.29	5.68	\$10.58	11.36
All Over 100,000 Gallons	\$6.04	6.70	\$12.08	13.40

**Johnston County Wholesale Rate**  
~~\$2.20~~      2.35 Rate per 1000 Gallons

**Sewer Rates**

**Basic Charge**  
 Inside City Customers (All) ~~\$12.63~~ 13.95  
 Outside City Customers (All) ~~\$22.11~~ 27.90

<u>Consumption Charges</u>	<u>Inside City</u>		<u>Outside City</u>	
	<u>Rate</u>		<u>Rate</u>	
Residential Customer	\$8.68	9.13	\$17.11	18.26
Non-Residential Customer	\$10.33	11.65	\$20.41	23.30

(Includes County Waste Water Wholesale Reduction rates)

Councilman Scott questioned if staff had investigated prepaid meters Finance Director Greg Siler responded all the meters have to be in before we can do it. Town Manager Michael Scott responded that one problem is our bills have water, sewer and electric on one bill and we have a long way to go before we convert all the water and sewer meters over to smart meters.

Councilman Scott further questioned if there was any discussion on allowing customers to choose their billing dates so customers would not continually incur the late penalty. Town Manager Michael Scott responded he would investigate that option further.

**Recess**

Councilman Scott made a motion, seconded by Councilman Wood, to recess the meeting to Thursday, May 14, 2020 at 6:30 pm in the Fire Station Training Room. Due to the mass gathering restriction, the public would be able to access the meeting via the conference call. The meeting recessed at approximately 8:46 pm.

\_\_\_\_\_  
M. Andy Moore, Mayor

ATTEST:

\_\_\_\_\_  
Shannan L. Parrish, Town Clerk

DRAFT



# Request for Town Council Action

Consent  
Agenda  
Item: Application  
for  
Temporary  
Use Permit  
Date: 06/02/2020

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Subject: Temporary Use Permit  
Department: Mucho Mexico  
Presented by: Planning Department  
Presentation: Consent Agenda Item

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## Issue Statement

The Council is asked to allow Mucho Mexico Restaurant to have a live band at their restaurant on July 4<sup>th</sup>, 2020 from 5:00 pm- 10:00 pm.

## Financial Impact

None

## Action Needed

To approve the Temporary Use Permit Application with the understanding that it must be conducted in accordance with any Executive Order in place at the time of the event.

## Recommendation

Staff recommends approval of the Temporary Use Permit

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Temporary Use Permit Application



# Staff Report

Consent  
Agenda  
Item: Application  
for  
Temporary  
Use Permit

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Mucho Mexico Restaurant located at 712 E. Market Street has requested to have a live band at their restaurant on Saturday, July 4<sup>th</sup>, 2020 from 5:00 pm to 10:00 pm. This event is not expected to draw more than 100 people in attendance. Approval will be consistent with any executive order in place at the time of the event.



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

### Temporary Use Permit Application

**TYPES OF EVENT**

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

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

4th of July Party	712 E. Market St., SMithfeild NC, 27577
Name of Event	Location of Event (exact street address)

Applicant name Darcy E.-Giloni E-mail address Muchomexicoinc@live.com

Address 712 E. Market St., Smithfeild NC Zip 27577

Phone number 9194646386 Event date July, 04,2020

Event start time 5pm Event end time 10pm

Event set up time 4:30pm Event cleanup time 10:30pm

Sound amplification Hours 5 Will food or goods be sold? yes

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

Security agency name & phone, if applicable: \_\_\_\_\_

Will any Town property be used (i.e., streets, parks, greenways)? \_\_\_\_\_

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

Are event trash cans needed? \_\_\_\_\_ How many? \_\_\_\_\_

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

Darcy Darcy May, 27, 2020  
 Applicant's Name (print) Signature Date

Planning Director: [Signature] Date: 5/27/20

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



# Request for Town Council Action

Consent Agenda Item: Fire Department Firefighter II Promotion  
Date: 06/02/2020

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Subject: Firefighter II Promotion  
Department: Fire  
Presented by: Chief John Blanton  
Presentation: Consent Agenda

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## Issue Statement

The Fire Department currently has an eligible firefighter that has met all requirements to be promoted to the position of Firefighter II within the Fire Department Career Ladder.

## Financial Impact

\$213.27 was approved in the annual budget for FY 2019/2020, which is the total for this promotion. This is an approximate 5% increase based on the career ladder.

## Action Needed

Council to approve this **promotion within the department's Career Ladder.**

## Recommendation

To approve the career ladder promotion.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report





# Staff Report

Consent  
Agenda  
Item: Fire  
Department  
Firefighter II  
Promotion

## Smithfield Fire Department Career Ladder Policy

### PURPOSE

The purpose of this procedure is to identify the eligibility requirements for the positions of Firefighter I, Firefighter II, and Fire Engineer, Fire Lieutenant, Fire Captain, Fire Inspector I, Fire Inspector II, Assistant Chief – Fire Marshal, Division Chief – Training, and Fire Chief.

Positions within the Smithfield Fire Department are established to provide for the advancement of qualified, efficient, effective, skilled, and dedicated personnel. These personnel must, through initiative, loyalty, and commitment, be able to actively contribute to the efficient and harmonious operations of the department. A thorough knowledge of department **operations, equipment and the department's jurisdiction must be achieved and maintained.**

### POLICY

It shall be the policy of The Town of Smithfield Fire Department to provide career advancement, subject to budget limitations, for the personnel who demonstrate an acceptable level of knowledge, skill, and ability.

To be considered for promotion/selection to any of the positions below, a candidate must maintain annual upgrades for all certifications and requirements where applicable. The candidate must have a recommendation letter from their immediate supervisor and have received no disciplinary action within the last 12 month period.

The Fire Chief may waive certain requirements to maintain a balance of job classifications.

### ELIGIBILITY REQUIREMENTS

#### Firefighter I

- High School Diploma or GED
- Must have and maintain a valid NC **driver's** license
- NC Fire and Rescue Commission Firefighter Certification
- NC Fire and Rescue Commission Hazardous Materials Level 1 Responder Certification
- NC Emergency Medical Technician Certification

- Must successfully complete departmental testing
- National Incident Management IS-700
- National Incident Management IS-800
- NC Class B **Driver's License must be obtained within 6 months of hire date**

## Firefighter II

- Must have served twenty-four (24) months as a Firefighter I with The Town of Smithfield Fire Department
- NC Fire and Rescue Commission Emergency Vehicle Driver Certification
- NC Fire and Rescue Commission Technical Rescuer Certification
- Completion of departmental Driving Programs for all apparatus
- Must be at least 21 years of age
- National Incident Management ICS-100
- National Incident Management ICS-200
- Must successfully complete departmental testing



# Request for Town Council Action

Consent  
Agenda  
Item: Audit  
Date: Agreement  
06/02/2020

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Subject: Contract Consideration with Thompson, Price, Scott, Adams & Co., P.A. to Perform the Town of Smithfield Audit for Fiscal Year Ending June 30, 2020.

Department: Finance

Presented by: Greg Siler

Presentation: Consent Agenda

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

Financial Impact:

Not to exceed \$22,750 except for fees incurred in obtaining required audit evidence (i.e. bank confirmations).

Recommendation: Authorize Town Manager to execute the contract

Approved:  Town Manager  Town Attorney

## Attachments

1. Staff Report
2. Audit Contract and Engagement Letter



# Staff Report

Consent  
Agenda  
Item: Audit  
Agreement

An audit contract fee of \$22,750 is proposed by Thompson, Price, Scott, Adams & Company, P.A. to perform the **Town's** 2020 fiscal year audit. The fee is the same as last fiscal year and is for auditing the financial records of the governmental and business-type activities, a single audit of any federal and state awards over \$500,000, and the preparation of financial statements for each fund. The audit contract is an annual agreement which must be approved each year by Council and the Local Government Commission. Thompson, Price, Scott, Adams & Company, P.A. was approved by Council in March, 2017, **to perform the Town's audit for three years beginning Fiscal Year 2017. Approval of this year's contract would be for year** four.

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

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

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

public authority having custody of public money or responsibility for keeping records of public financial or fiscal affairs shall produce all books and records requested by the auditor and shall divulge such information relating to fiscal affairs as he may request. If any member of a governing board or any other public officer or employee shall conceal, falsify, or refuse to deliver or divulge any books, records, or information, with an attempt thereby to mislead the auditor or impede or interfere with the audit, he is guilty of a Class 1 misdemeanor.

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

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

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

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.  
  
If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

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

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the



Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

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

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

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

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

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

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

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

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

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

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

**FEEES FOR AUDIT SERVICES**

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

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

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

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
GREG SILER	FINANCE DIRECTOR / TOWN OF SMITHFIELD	greg.siler@smithfield-nc.com

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

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

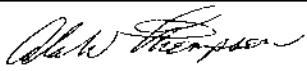
Primary Government Unit	TOWN OF SMITHFIELD
Audit Fee	\$ 21,000
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 1,750
All Other Non-Attest Services	\$ standard hourly rates
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 17,062.50

**DPCU FEES (if applicable)**






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

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 04/21/20	Email Address* alanthompson@tpsacpas.com

**GOVERNMENTAL UNIT**



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

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

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

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

Primary Governmental Unit Finance Officer* (typed or printed) GREG SILER	Signature* 
Date of Pre-Audit Certificate* 	Email Address* greg.siler@smithfield-nc.com



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

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

April 21, 2020

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

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Town of Smithfield for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Smithfield as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Smithfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Smithfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of the Proportionate Share of the Net Pension Liability and Schedule of Contributions – LGERS
3. Schedule of changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance
4. Schedule of Changes in Total OPEB Liability and Related Ratios

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

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

Members

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

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

## **Audit Objectives**

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

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

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

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

## **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

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

### **Audit Procedures-Internal Controls**

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

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

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

### **Audit Procedures-Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Smithfield's major programs. For federal programs that are included in the 2019 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2019 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Smithfield's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

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

## **Management Responsibilities**

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 1, 2020.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State



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

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

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

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

### **Engagement Administration, Fees, and Other**

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

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the

work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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

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

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

We expect to begin our audit by approximately May 15, 2020 and to issue our reports no later than October 31, 2020. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

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

Very truly yours,



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

RESPONSE:

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

**SIGN HERE**

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_ ✓

Date: \_\_\_\_\_ ✓

**SIGN HERE**

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_ ✓

Date: \_\_\_\_\_ ✓

CC: Town Council



# Request for Town Council Action

Consent  
Agenda  
Item: Library  
Contracts  
of  
Affiliation  
Date: 06/02/2020

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Subject: Public Library of Johnston County and Smithfield  
Department: Non-Departmental  
Presented by: Renita Barksdale- Executive Director  
Presentation: Consent Agenda

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Issue Statement: The Public Library of Johnston County and Smithfield is requesting the Town execute the contracts of affiliation with the libraries of Benson, Four Oaks, Kenly, Princeton and Selma

Financial Impact: By signing the contract, the library will be awarded approximately \$196,417 from the state library system.

#### Action Needed

Review the **information provided by the Library's Executive Director and the contracts.**  
Determine if you wish to have the Mayor execute the contracts.

#### Recommendation:

Authorize the Mayor to execute the contracts

Approved:  Town Manager  Town Attorney

#### Attachments

1. Staff Report
2. Letter from Executive Director Renita Barksdale
3. Contracts of Affiliation



# Staff Report

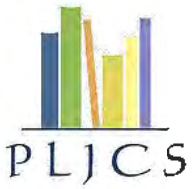
Consent  
Agenda  
Item: Library  
Contracts  
of  
Affiliation

---

The Library is requesting the Town to execute the Contracts of Affiliation with the libraries of Benson, Four, Oaks, Kenly, Princeton and Selma.

**All of the contracts have to be executed by the Johnston County Board of Commissioner's** Chairman and the Mayor of Smithfield. The Johnston County Board of Commissioners will hear this request on Monday, June 1<sup>st</sup> at their meeting. The contracts must be fully executed by all parties by June 30<sup>th</sup> so they can be submitted to the State for funding. This funding amounts to \$196,417 of their overall budget. The Library has been receiving State funding since the 1980s.

**The Library's Executive Director, Renita Barksdale, has submitted a letter outlining the** purpose of the contracts.



*The Public Library of Johnston County and Smithfield*

*305 Market Street*

*Smithfield, North Carolina 27577*

*919-934-8146*

## Library Contract

The contract is signed by five other affiliate libraries. The libraries are Benson, Four-Oak, Kenly, Princeton, and Selma. This agreement was started in 1991, through this contract the library affiliate can continue to provide services throughout the county and town. These agreements are vital not only to the services provided, but also because state funding is determined by the partnerships and combined budgets of the affiliated libraries. This contract explains what each library has to mutually agreed upon. This contract is reviewed every 5 years.

There are several benefits each library obtains once the contract is signed. The first benefit is the affiliate libraries get administrative support and consultation. Each library gets help with reporting statistics and other requested information from the State. These libraries are a part of our Integrated Library System and participate in our Summer Reading Program.

The second benefit that comes along with the contract is Technical Services. Patrons are allowed request holds throughout our library system and the State of North Carolina. PLJCS processes and catalog new library materials for the affiliate libraries.

The third benefit is the PLJCS provides Technology Support for library affiliates. If the Integrated Library System is having problems, PLJCS will troubleshoot the problem. PLJCS handles all outside vendors when it deals with the whole library system.

Thanks,

Renita Barksdale

## LIBRARY CONTRACT

This contract, made and entered into this 28<sup>th</sup> day of February, 2020 by and between the Public Library of Johnston County and Smithfield (herein the "County Library") and the Mary Duncan Public Library (herein the "Benson Library").

### WITNESSETH:

**Whereas**, the County Library operates under Chapter 153A, Article 14 (G.A. 153A-261 through G.S. 153A-271) to give library service to the residents of Johnston County and the Municipality of Smithfield; and

**Whereas**, the Benson Library operates to give library service to the residents of Benson and wishes to become affiliated with the County Library to have the benefit of additional services which the County Library can provide:

### THEREFORE, IT IS MUTUALLY AGREED THAT:

The County Library will furnish to the Benson Library the services set forth herein and in Appendix 1, and any future amendments agreed to by both parties.

The Benson Library will remain under the control of the Municipality of Benson and its Library Board of Trustees, and will continue as the agency responsible for providing library services for the residents of Benson.

The Benson Library will be known as the Benson Public Library, an affiliate of the Public Library of Johnston County and Smithfield.

The Benson Library will employ and supervise personnel of the Benson Library, whose salaries, retirement, social security (and any other employee benefits) will be paid with funds appropriated by the Municipality of Benson or otherwise contributed to the Benson Library.

The officials of the Municipality of Benson will agree to sign the annual Maintenance of Effort Report and Declaration as required by the N.C. Department of Natural and Cultural Resources., Division of State Library, and as signed by the officials of Johnston County and the Municipality of Smithfield.

The Benson Library will maintain the building and grounds of the Benson Library, including major repairs or emergency repairs. Any and all equipment and real property furnished by the municipality of Benson shall remain the property of the Municipality of Benson.

The Benson Library will provide for telephone service on the premises for the use by library staff.

The **Benson** Library will be open for service a minimum of **51** hours per week.

The **Benson** Library will provide to the County Library the following: a copy of the **Benson** Library's bylaws; monthly statistical reports; one (1) copy of the annual audit by January 30 of the fiscal year following the audit year; and a copy of the new fiscal year budget by July 30 of the new fiscal year.

Materials loaned to **Benson** Library by the County Library will remain the property of the County Library. Materials owned by the **Benson** Library may be loaned to the County Library; such materials will remain the property of the **Benson** Library.

The County Library and the **Benson** Library agree to enter into this contract in accordance with the requirements of the N.C. Department of Natural and Cultural Resources, Division of the State Library. and it is agreed by the County Library and the **Benson** Library that the term of this agreement shall be for a period of five (5) years and will automatically be renewed for successive five (5) year periods to assure continuous service. It is understood and agreed that each party reserves the right to terminate the agreement upon giving written notice six (6) months prior to the date of termination.

By this contract the **Benson** Library has agreed to certain terms required by the N.C. Department of Natural and Cultural Resources, Division of State Library. Nevertheless, both parties understand that apart from the parties' agreement to these terms as independent contractors, neither party hereby acquires any right of control, supervision or direction over the physical facilities, employees, or operation of the other. The **Benson** Library will indemnify the County Library from any loss by virtue of any liability arising from a transaction, act, omission or occurrence at the **Benson** Library facility or in the operation of the **Benson** Library, and the County Library will likewise indemnify the **Benson** Library from loss due to any liability arising from the operation of the County Library or its facility. Neither party by this agreement agrees to waive any governmental immunity except to the extent insured. And in fact both parties attach, as part of this agreement, copies of automobile liability policy with liability and employee errand protection limits of \$1,000,000 by the County Library and \$1,000,000 by the **Benson**. As to a premises liability policy, the parties attach copies of policy with liability limits of \$2,000,000 on the **Benson** Library facility, and \$4,055,000 on the County Library facility. Each party will agree to continue to provide insurance, as referenced in the two preceding sentences and evidence of its annual renewal during the terms of this contract.

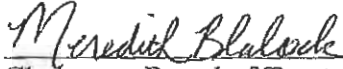
This contract may be amended upon unanimous approval of all parties signing this agreement.

IN WITNESS THEREOF, the County Library, the **Mary Duncan** Library, the Municipalities of **Benson** and **Smithfield**, and the County of **Johnston** have caused this contract to be executed this 30th day of December, 2019.



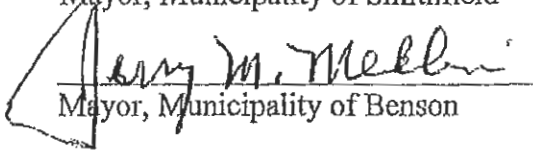


Chairman, Board of Trustees  
Public Library of Johnston County and Smithfield



Chairman, Board of Trustees  
Benson Public Library

Mayor, Municipality of Smithfield



Mayor, Municipality of Benson

Chairman, Board of Johnston County Commissioners

## **Appendix 1**

The following services shall be provided by the Public Library of Johnston County & Smithfield; examples of these services are included, *but not limited to the examples.*

### **Administrative Support and Consultation**

- Gathering and reporting statistics and other requested information for the State Library
- Work as a liaison between the libraries coordinating common interests such as fine and copy rates, sharing resources, ILS (Integrated Library System) support, LSTA grant opportunities, county wide reading programs, State Library issues, collection maintenance, etc.
- Organize meetings

### **Technical Services (Acquisitions, Cataloging and Circulation)**

- Place book/movie orders as requested
- Catalog and process library materials
- Furnish limited processing supplies and library cards as needed

### **Children's Services**

- Staff may offer or assist in programming at the request of an affiliated library
- Staff will liaise with the State Library for the Summer Reading Program or other state initiated programs

### **Reciprocal Borrowing**

- Honor library cards from all affiliated libraries
- PLJCS and Affiliated libraries will make circulating titles from their collections available to all patrons
- Maintain a storage area for affiliated library books to be dropped off and picked up

### **Outreach Services**

- Lend library materials to affiliated libraries as requested

### **Technology Services**

- Will troubleshoot problems with the ILS (Integrated Library System) remotely and on-site if needed
- New technologies of a shared interest will be investigated and results reported to the group.
- PLJCS will take a leadership role in negotiating with outside vendors for system-wide services or products. Costs for system enhancements or database services or products above and beyond our basic Integrated Library System, such as e-books, will require shared consent and shared costs.

**All services are subject to the availability of funds.**

## LIBRARY CONTRACT

This contract, made and entered into this **28<sup>th</sup> day of February, 2020** by and between the Public Library of Johnston County and Smithfield (herein the "County Library") and the **James Bryan Creech Public Library** (herein the "**Four Oaks Library**").

### WITNESSETH:

**Whereas**, the County Library operates under Chapter 153A, Article 14 (G.A. 153A-261 through G.S. 153A-271) to give library service to the residents of Johnston County and the Municipality of Smithfield; and

**Whereas**, the **Four Oaks Library** operates to give library service to the residents of **Four Oaks** and wishes to become affiliated with the County Library to have the benefit of additional services which the County Library can provide:

### THEREFORE, IT IS MUTUALLY AGREED THAT:

The County Library will furnish to the **Four Oaks Library** the services set forth herein and in Appendix 1, and any future amendments agreed to by both parties.

The **Four Oaks Library** will remain under the control of the Municipality of **Four Oaks** and its Library Board of Trustees, and will continue as the agency responsible for providing library services for the residents of **Four Oaks**.

The **Four Oaks Library** will be known as the **Four Oaks Public Library**, an affiliate of the Public Library of Johnston County and Smithfield.

The **Four Oaks Library** will employ and supervise personnel of the **Four Oaks Library**, whose salaries, retirement, social security (and any other employee benefits) will be paid with funds appropriated by the Municipality of **Four Oaks** or otherwise contributed to the **Four Oaks Library**.

The officials of the Municipality of **Four Oaks** will agree to sign the annual Maintenance of Effort Report and Declaration as required by the N.C. Department of Natural and Cultural Resources., Division of State Library, and as signed by the officials of Johnston County and the Municipality of Smithfield.

The **Four Oaks Library** will maintain the building and grounds of the **Four Oaks Library**, including major repairs or emergency repairs. Any and all equipment and real property furnished by the municipality of **Four Oaks** shall remain the property of the Municipality of **Four Oaks**.

The **Four Oaks Library** will provide for telephone service on the premises for the use by library staff.

The **Four Oaks** Library will be open for service a minimum of **22** hours per week.

The **Four Oaks** Library will provide to the County Library the following: a copy of the **Four Oaks** Library's bylaws; monthly statistical reports; one (1) copy of the annual audit by January 30 of the fiscal year following the audit year; and a copy of the new fiscal year budget by July 30 of the new fiscal year.

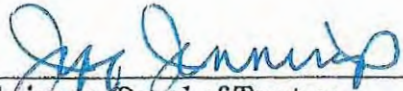
Materials loaned to **Four Oaks** Library by the County Library will remain the property of the County Library. Materials owned by the **Four Oaks** Library may be loaned to the County Library; such materials will remain the property of the **Four Oaks** Library.

The County Library and the **Four Oaks** Library agree to enter into this contract in accordance with the requirements of the N.C. Department of Natural and Cultural Resources, Division of the State Library, and it is agreed by the County Library and the **Four Oaks** Library that the term of this agreement shall be for a period of five (5) years and will automatically be renewed for successive five (5) year periods to assure continuous service. It is understood and agreed that each party reserves the right to terminate the agreement upon giving written notice six (6) months prior to the date of termination.

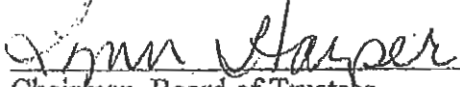
By this contract the **Four Oaks** Library has agreed to certain terms required by the N.C. Department of Natural and Cultural Resources, Division of State Library. Nevertheless, both parties understand that apart from the parties' agreement to these terms as independent contractors, neither party hereby acquires any right of control, supervision or direction over the physical facilities, employees, or operation of the other. The **Four Oaks** Library will indemnify the County Library from any loss by virtue of any liability arising from a transaction, act, omission or occurrence at the **Four Oaks** Library facility or in the operation of the **Four Oaks** Library, and the County Library will likewise indemnify the **Four Oaks** Library from loss due to any liability arising from the operation of the County Library or its facility. Neither party by this agreement agrees to waive any governmental immunity except to the extent insured. And in fact both parties attach, as part of this agreement, copies of automobile liability policy with liability and employee errand protection limits of **\$1,000,000** by the County Library and **\$1,000,000** by the **Four Oaks** Library. As to a premises liability policy, the parties attach copies of policy with liability limits of **\$2,865,703** on the **Four Oaks** Library facility, and **\$4,055,000** on the County Library facility. Each party will agree to continue to provide insurance, as referenced in the two preceding sentences and evidence of its annual renewal during the terms of this contract.

This contract may be amended upon unanimous approval of all parties signing this agreement.

**IN WITNESS THEREOF**, the County Library, the **Four Oaks** Library, the Municipalities of **Four Oaks** and Smithfield, and the County of Johnston have caused this contract to be executed this 30th day of December, 2019.

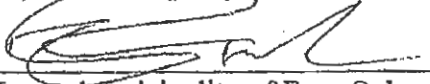


Chairman, Board of Trustees  
Public Library of Johnston County and Smithfield



Chairman, Board of Trustees  
Four Oaks Public Library

Mayor, Municipality of Smithfield



Mayor, Municipality of Four Oaks

Chairman, Board of Johnston County Commissioners

## **Appendix 1**

The following services shall be provided by the Public Library of Johnston County & Smithfield; examples of these services are included, *but not limited to the examples*.

### **Administrative Support and Consultation**

- Gathering and reporting statistics and other requested information for the State Library
- Work as a liaison between the libraries coordinating common interests such as fine and copy rates, sharing resources, ILS (Integrated Library System) support, LSTA grant opportunities, county wide reading programs, State Library issues, collection maintenance, etc.
- Organize meetings

### **Technical Services (Acquisitions, Cataloging and Circulation)**

- Place book/movie orders as requested
- Catalog and process library materials
- Furnish limited processing supplies and library cards as needed

### **Children's Services**

- Staff may offer or assist in programming at the request of an affiliated library
- Staff will liaise with the State Library for the Summer Reading Program or other state initiated programs

### **Reciprocal Borrowing**

- Honor library cards from all affiliated libraries
- PLJCS and Affiliated libraries will make circulating titles from their collections available to all patrons
- Maintain a storage area for affiliated library books to be dropped off and picked up

### **Outreach Services**

- Lend library materials to affiliated libraries as requested

### **Technology Services**

- Will troubleshoot problems with the ILS (Integrated Library System) remotely and on-site if needed
- New technologies of a shared interest will be investigated and results reported to the group.
- PLJCS will take a leadership role in negotiating with outside vendors for system-wide services or products. Costs for system enhancements or database services or products above and beyond our basic Integrated Library System, such as e-books, will require shared consent and shared costs.

**All services are subject to the availability of funds.**

## LIBRARY CONTRACT

This contract, made and entered into this **28<sup>th</sup> day of February, 2020** by and between the Public Library of Johnston County and Smithfield (herein the "County Library") and the **Kenly** Public Library (herein the "**Kenly** Library").

### WITNESSETH:

**Whereas**, the County Library operates under Chapter 153A, Article 14 (G.A. 153A-261 through G.S. 153A-271) to give library service to the residents of Johnston County and the Municipality of Smithfield; and

**Whereas**, the **Kenly** Library operates to give library service to the residents of **Kenly** and wishes to become affiliated with the County Library to have the benefit of additional services which the County Library can provide:

### THEREFORE, IT IS MUTUALLY AGREED THAT:

The County Library will furnish to the **Kenly** Library the services set forth herein and in Appendix 1, and any future amendments agreed to by both parties.

The **Kenly** Library will remain under the control of the Municipality of **Kenly** and its Library Board of Trustees, and will continue as the agency responsible for providing library services for the residents of **Kenly**.

The **Kenly** Library will be known as the **Kenly** Public Library, an affiliate of the Public Library of Johnston County and Smithfield.

The **Kenly** Library will employ and supervise personnel of the **Kenly** Library, whose salaries, retirement, social security (and any other employee benefits) will be paid with funds appropriated by the Municipality of **Kenly** or otherwise contributed to the **Kenly** Library.

The officials of the Municipality of **Kenly** will agree to sign the annual Maintenance of Effort Report and Declaration as required by the N.C. Department of Natural and Cultural Resources., Division of State Library, and as signed by the officials of Johnston County and the Municipality of Smithfield.

The **Kenly** Library will maintain the building and grounds of the **Kenly** Library, including major repairs or emergency repairs. Any and all equipment and real property furnished by the municipality of **Kenly** shall remain the property of the Municipality of **Kenly**.

The **Kenly** Library will provide for telephone service on the premises for the use by library staff.

The **Kenly** Library will be open for service a minimum of **48** hours per week.

The **Kenly** Library will provide to the County Library the following: a copy of the **Kenly** Library's bylaws; monthly statistical reports; one (1) copy of the annual audit by January 30 of the fiscal year following the audit year; and a copy of the new fiscal year budget by July 30 of the new fiscal year.

Materials loaned to **Kenly** Library by the County Library will remain the property of the County Library. Materials owned by the **Kenly** Library may be loaned to the County Library; such materials will remain the property of the **Kenly** Library.

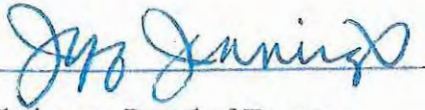
The County Library and the **Kenly** Library agree to enter into this contract in accordance with the requirements of the N.C. Department of Natural and Cultural Resources, Division of the State Library, and it is agreed by the County Library and the **Kenly** Library that the term of this agreement shall be for a period of five (5) years and will automatically be renewed for successive five (5) year periods to assure continuous service. It is understood and agreed that each party reserves the right to terminate the agreement upon giving written notice six (6) months prior to the date of termination.

By this contract the **Kenly** Library has agreed to certain terms required by the N.C. Department of Natural and Cultural Resources, Division of State Library. Nevertheless, both parties understand that apart from the parties' agreement to these terms as independent contractors, neither party hereby acquires any right of control, supervision or direction over the physical facilities, employees, or operation of the other. The **Kenly** Library will indemnify the County Library from any loss by virtue of any liability arising from a transaction, act, omission or occurrence at the **Kenly** Library facility or in the operation of the **Kenly** Library, and the County Library will likewise indemnify the **Kenly** Library from loss due to any liability arising from the operation of the County Library or its facility. Neither party by this agreement agrees to waive any governmental immunity except to the extent insured. And in fact both parties attach, as part of this agreement, copies of automobile liability policy with liability and employee errand protection limits of **\$1,000,000** by the County Library and **\$1,000,000** by the **Kenly** Library. As to a premises liability policy, the parties attach copies of policy with liability limits of **\$2,865,703** on the **Kenly** Library facility, and **\$4,055,000** on the County Library facility. Each party will agree to continue to provide insurance, as referenced in the two preceding sentences and evidence of its annual renewal during the terms of this contract.

This contract may be amended upon unanimous approval of all parties signing this agreement.

IN WITNESS THEREOF, the County Library, the **Kenly** Library, the Municipalities of **Kenly** and Smithfield, and the County of Johnston have caused this contract to be executed this 30<sup>th</sup> day of December, 2019.



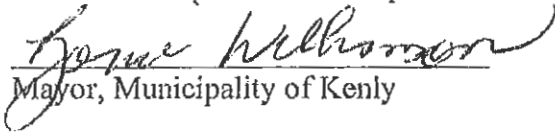


Chairman, Board of Trustees  
Public Library of Johnston County and Smithfield



Chairman, Board of Trustees  
Kenly Public Library

\_\_\_\_\_  
Mayor, Municipality of Smithfield



Mayor, Municipality of Kenly

\_\_\_\_\_  
Chairman, Board of Johnston County Commissioners

## Appendix 1

The following services shall be provided by the Public Library of Johnston County & Smithfield; examples of these services are included, *but not limited to the examples*.

### Administrative Support and Consultation

- Gathering and reporting statistics and other requested information for the State Library
- Work as a liaison between the libraries coordinating common interests such as fine and copy rates, sharing resources, ILS (Integrated Library System) support, LSTA grant opportunities, county wide reading programs, State Library issues, collection maintenance, etc.
- Organize meetings

### Technical Services (Acquisitions, Cataloging and Circulation)

- Place book/movie orders as requested
- Catalog and process library materials
- Furnish limited processing supplies and library cards as needed

### Children's Services

- Staff may offer or assist in programming at the request of an affiliated library
- Staff will liaise with the State Library for the Summer Reading Program or other state initiated programs

### Reciprocal Borrowing

- Honor library cards from all affiliated libraries
- PLJCS and Affiliated libraries will make circulating titles from their collections available to all patrons
- Maintain a storage area for affiliated library books to be dropped off and picked up

### Outreach Services

- Lend library materials to affiliated libraries as requested

### Technology Services

- Will troubleshoot problems with the ILS (Integrated Library System) remotely and on-site if needed
- New technologies of a shared interest will be investigated and results reported to the group.
- PLJCS will take a leadership role in negotiating with outside vendors for system-wide services or products. Costs for system enhancements or database services or products above and beyond our basic Integrated Library System, such as e-books, will require shared consent and shared costs.

**All services are subject to the availability of funds.**

## LIBRARY CONTRACT

This contract, made and entered into this 28<sup>th</sup> day of February, 2020 by and between the Public Library of Johnston County and Smithfield (herein the "County Library") and the Princeton Public Library (herein the "Princeton Library").

### WITNESSETH:

**Whereas**, the County Library operates under Chapter 153A, Article 14 (G.A. 153A-261 through G.S. 153A-271) to give library service to the residents of Johnston County and the Municipality of Smithfield; and

**Whereas**, the Princeton Library operates to give library service to the residents of Princeton and wishes to become affiliated with the County Library to have the benefit of additional services which the County Library can provide:

### THEREFORE, IT IS MUTUALLY AGREED THAT:

The County Library will furnish to the Princeton Library the services set forth herein and in Appendix 1, and any future amendments agreed to by both parties.

The Princeton Library will remain under the control of the Municipality of Princeton and its Library Board of Trustees, and will continue as the agency responsible for providing library services for the residents of Princeton.

The Princeton Library will be known as the Princeton Public Library, an affiliate of the Public Library of Johnston County and Smithfield.

The Princeton Library will employ and supervise personnel of the Princeton Library, whose salaries, retirement, social security (and any other employee benefits) will be paid with funds appropriated by the Municipality of Princeton or otherwise contributed to the Princeton Library.

The officials of the Municipality of Princeton will agree to sign the annual Maintenance of Effort Report and Declaration as required by the N.C. Department of Natural and Cultural Resources., Division of State Library, and as signed by the officials of Johnston County and the Municipality of Smithfield.

The Johnston County School District will maintain the building and grounds of the Princeton Library (currently located in the Princeton High School), in accordance with their "Cooperative Agreement for Princeton School-Joint Use Library Agreement".

The Princeton Library will provide for telephone service on the premises for the use by library staff.

The Princeton Library will be open for service a minimum of 12 hours per week.

The **Princeton** Library will provide to the County Library the following: a copy of the **Princeton** Library's bylaws; monthly statistical reports; one (1) copy of the annual audit by January 30 of the fiscal year following the audit year; and a copy of the new fiscal year budget by July 30 of the new fiscal year.


Materials loaned to **Princeton** Library by the County Library will remain the property of the County Library. Materials owned by the **Princeton** Library may be loaned to the County Library; such materials will remain the property of the **Princeton** Library.

The County Library and the **Princeton** Library agree to enter into this contract in accordance with the requirements of the N.C. Department of Natural and Cultural Resources, Division of the State Library. and it is agreed by the County Library and the **Princeton** Library that the term of this agreement shall be for a period of five (5) years and will automatically be renewed for successive five (5) year periods to assure continuous service. It is understood and agreed that each party reserves the right to terminate the agreement upon giving written notice six (6) months prior to the date of termination.

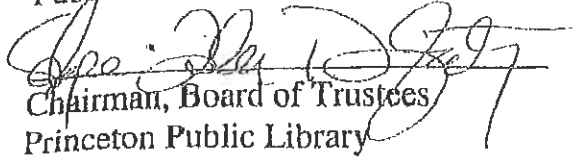
By this contract the **Princeton** Library has agreed to certain terms required by the N.C. Department of Natural and Cultural Resources, Division of State Library. Nevertheless, both parties understand that apart from the parties' agreement to these terms as independent contractors, neither party hereby acquires any right of control, supervision or direction over the physical facilities, employees, or operation of the other. **Princeton** Library will indemnify the County Library from any loss by virtue of any liability arising from a transaction, act, omission or occurrence at the **Princeton** Library facility or in the operation of the **Princeton** Library, and the County Library will likewise indemnify the **Princeton** Library from loss due to any liability arising from the operation of the County Library or its facility. Neither party by this agreement agrees to waive any governmental immunity except to the extent insured. And in fact both parties attach, as part of this agreement, copies of automobile liability policy with liability and employee errand protection limits of \$1,000,000 by the County Library and \$1,000,000 by the **Princeton** Library. As to a premises liability policy, the parties attach copies of policy with liability limits of \$1,000,000 on the **Princeton** Library facility, and \$4,055,000 on the County Library facility. Each party will agree to continue to provide insurance, as referenced in the two preceding sentences and evidence of its annual renewal during the terms of this contract.

This contract may be amended upon unanimous approval of all parties signing this agreement.

**IN WITNESS THEREOF**, the County Library, the **Princeton** Library, the Municipalities of **Princeton** and Smithfield, and the County of Johnston have caused this contract to be executed this 30<sup>th</sup> day of December, 2019.



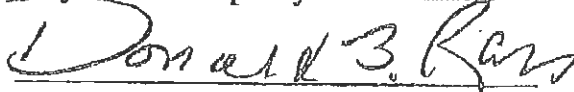
Chairman, Board of Trustees  
Public Library of Johnston County and Smithfield



Chairman, Board of Trustees  
Princeton Public Library

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Mayor, Municipality of Smithfield



Mayor, Municipality of Princeton

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Chairman, Board of Johnston County Commissioners

## Appendix 1

The following services shall be provided by the Public Library of Johnston County & Smithfield; examples of these services are included, *but not limited to the examples*.

### Administrative Support and Consultation

- Gathering and reporting statistics and other requested information for the State Library
- Work as a liaison between the libraries coordinating common interests such as fine and copy rates, sharing resources, ILS (Integrated Library System) support, LSTA grant opportunities, county wide reading programs, State Library issues, collection maintenance, etc.
- Organize meetings

### Technical Services (Acquisitions, Cataloging and Circulation)

- Place book/movie orders as requested
- Catalog and process library materials
- Furnish limited processing supplies and library cards as needed

### Children's Services

- Staff may offer or assist in programming at the request of an affiliated library
- Staff will liaise with the State Library for the Summer Reading Program or other state initiated programs

### Reciprocal Borrowing

- Honor library cards from all affiliated libraries
- PLJCS and Affiliated libraries will make circulating titles from their collections available to all patrons
- Maintain a storage area for affiliated library books to be dropped off and picked up

### Outreach Services

- Lend library materials to affiliated libraries as requested

### Technology Services

- Will troubleshoot problems with the ILS (Integrated Library System) remotely and on-site if needed
- New technologies of a shared interest will be investigated and results reported to the group.
- PLJCS will take a leadership role in negotiating with outside vendors for system-wide services or products. Costs for system enhancements or database services or products above and beyond our basic Integrated Library System, such as e-books, will require shared consent and shared costs.

**All services are subject to the availability of funds.**

## LIBRARY CONTRACT

This contract, made and entered into this 28<sup>th</sup> day of February, 2020 by and between the Public Library of Johnston County and Smithfield (herein the "County Library") and the Selma Public Library (herein the "Selma Library").

### WITNESSETH:

Whereas, the County Library operates under Chapter 153A, Article 14 (G.A. 153A-261 through G.S. 153A-271) to give library service to the residents of Johnston County and the Municipality of Smithfield; and

Whereas, the Selma Library operates to give library service to the residents of Selma and wishes to become affiliated with the County Library to have the benefit of additional services which the County Library can provide:

### THEREFORE, IT IS MUTUALLY AGREED THAT:

The County Library will furnish to the Selma Library the services set forth herein and in Appendix 1, and any future amendments agreed to by both parties.

The Selma Library will remain under the control of the Municipality of Selma and its Library Board of Trustees, and will continue as the agency responsible for providing library services for the residents of Selma.

The Selma Library will be known as the Selma Public Library, an affiliate of the Public Library of Johnston County and Smithfield.

The Selma Library will employ and supervise personnel of the Selma Library, whose salaries, retirement, social security (and any other employee benefits) will be paid with funds appropriated by the Municipality of Selma or otherwise contributed to the Selma Library.

The officials of the Municipality of Selma will agree to sign the annual Maintenance of Effort Report and Declaration as required by the N.C. Department of Natural and Cultural Resources, Division of State Library, and as signed by the officials of Johnston County and the Municipality of Smithfield.

The Selma Library will maintain the building and grounds of the Selma Library, including major repairs or emergency repairs. Any and all equipment and real property furnished by the municipality of Selma shall remain the property of the Municipality of Selma.

The Selma Library will provide for telephone service on the premises for the use by library staff.

The Selma Library will be open for service a minimum of 49 hours per week.

The Selma Library will provide to the County Library the following: a copy of the Selma Library's bylaws; monthly statistical reports; one (1) copy of the annual audit by January 30 of the fiscal year following the audit year; and a copy of the new fiscal year budget by July 30 of the new fiscal year.

Materials loaned to Selma Library by the County Library will remain the property of the County Library. Materials owned by the Selma Library may be loaned to the County Library; such materials will remain the property of the Selma Library.

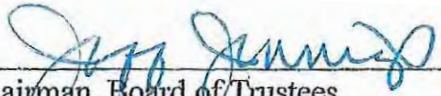
The County Library and the Selma Library agree to enter into this contract in accordance with the requirements of the N.C. Department of Natural and Cultural Resources, Division of the State Library, and it is agreed by the County Library and the Selma Library that the term of this agreement shall be for a period of five (5) years and will automatically be renewed for successive five (5) year periods to assure continuous service. It is understood and agreed that each party reserves the right to terminate the agreement upon giving written notice six (6) months prior to the date of termination.

By this contract the Selma Library has agreed to certain terms required by the N.C. Department of Natural and Cultural Resources, Division of State Library. Nevertheless, both parties understand that apart from the parties' agreement to these terms as independent contractors, neither party hereby acquires any right of control, supervision or direction over the physical facilities, employees, or operation of the other. The Selma Library will indemnify the County Library from any loss by virtue of any liability arising from a transaction, act, omission or occurrence at the Selma Library facility or in the operation of the Selma Library, and the County Library will likewise indemnify the Selma Library from loss due to any liability arising from the operation of the County Library or its facility. Neither party by this agreement agrees to waive any governmental immunity except to the extent insured. And in fact both parties attach, as part of this agreement, copies of automobile liability policy with liability and employee errand protection limits of \$1,000,000 by the County Library and \$1,000,000 by the Selma Library. As to a premises liability policy, the parties attach copies of policy with liability limits of \$2,000,000 on the Selma Library facility, and \$4,055,000 on the County Library facility. Each party will agree to continue to provide insurance, as referenced in the two preceding sentences and evidence of its annual renewal during the terms of this contract.

This contract may be amended upon unanimous approval of all parties signing this agreement.

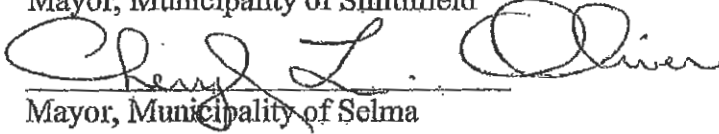
IN WITNESS THEREOF, the County Library, the Selma Library, the Municipalities of Selma and Smithfield, and the County of Johnston have caused this contract to be executed this 30<sup>th</sup> day of January, 2020.





Chairman, Board of Trustees  
Public Library of Johnston County and Smithfield

Mayor, Municipality of Smithfield



Mayor, Municipality of Selma

Chairman, Board of Johnston County Commissioners

## Appendix 1

The following services shall be provided by the Public Library of Johnston County & Smithfield; examples of these services are included, *but not limited to the examples*.

### Administrative Support and Consultation

- Gathering and reporting statistics and other requested information for the State Library
- Work as a liaison between the libraries coordinating common interests such as fine and copy rates, sharing resources, ILS (Integrated Library System) support, LSTA grant opportunities, county wide reading programs, State Library issues, collection maintenance, etc.
- Organize meetings

### Technical Services (Acquisitions, Cataloging and Circulation)

- Place book/movie orders as requested
- Catalog and process library materials
- Furnish limited processing supplies and library cards as needed

### Children's Services

- Staff may offer or assist in programming at the request of an affiliated library
- Staff will liaise with the State Library for the Summer Reading Program or other state initiated programs

### Reciprocal Borrowing

- Honor library cards from all affiliated libraries
- PLICS and Affiliated libraries will make circulating titles from their collections available to all patrons
- Maintain a storage area for affiliated library books to be dropped off and picked up

### Outreach Services

- Lend library materials to affiliated libraries as requested

### Technology Services

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- New technologies of a shared interest will be investigated and results reported to the group.
- PLICS will take a leadership role in negotiating with outside vendors for system-wide services or products. Costs for system enhancements or database services or products above and beyond our basic Integrated Library System, such as e-books, will require shared consent and shared costs.

**All services are subject to the availability of funds.**



# Staff Report

Consent  
Agenda  
Item: New  
Hire /  
Vacancy  
Report

## 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>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

## Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 19-20 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Facility Maint. Specialist II	P&R – Recreation	10-60-6200-5100-0200	\$14.17/hr. (\$29,473.60/yr.)
P/T Collections Assistant	PU – Electric	31-72-7230-5100-0200	\$12.21/hr.
P/T Seasonal Laborer	PU – Water/Sewer	30-71-7220-5100-0200	\$12.00/hr.
P/T Zoning Compliance Asst.	Planning	10-10-4900-5100-0200	\$12.00/hr.
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$14.88/hr. (\$30,950.40/yr.)

# Business Items



# Request for Town Council Action

Business  
Item: S-19-02  
Date: 05/18/20

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Subject: Twin Creeks Phase 2 Preliminary Subdivision  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Business Item

---

## Issue Statement

Stewart-Proctor, PLLC is requesting the Twin Creeks Phase 2 Preliminary Subdivision Plat on behalf of Navaho Investment Company, LLC consisting of a proposed 28-lot attached single-family residential lots on 11.61 acres of land in the R-20A Zoning District.

## Financial Impact

This development is within the Town Corporate limits, will provide property taxes for 28 single family residential lots and will be served by Town utilities, police, fire, and trash and other public services.

## Action Needed

To review the Preliminary Subdivision Plat and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve S-19-01 with 6 conditions of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff report
2. Application
3. Preliminary Plat and Plans



# Staff Report

Business S-19-  
Item: 01

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**REQUEST:** Stewart-Proctor, PLLC is requesting the Twin Creeks Phase 2 Preliminary Subdivision Plat on behalf of Navaho Investment Company, LLC consisting of a proposed 28-lot attached single-family residential lots on 11.61 acres of land in the R-20A Zoning District.

---

**APPLICATION:**

Application Number: S-19-01  
Project Name: Twin Creeks Phase 2 Preliminary Plat  
TAX ID numbers: 15I09011B  
NCPin numbers: 167300-56-5565  
Town Limits/ETJ: Town Limits  
Applicant: Stewart-Proctor, PLLC.  
Property Owner: Navaho Investment Company, LLC  
Agents: Michael Stewart

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**LOCATION:** 6054 Black Creek Road – about 2000 linear feet south of Black Creek Road on Galilee Road.

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**SITE/DEVELOPMENT DATA:**

Acreage: 11.61 acres  
Present Zoning: R-20A  
Existing Uses: Vacant agricultural land  
Proposed Use: Single-family Detached Residential Cluster Subdivision  
Fire Protection: Town of Smithfield  
School Impacts: Potentially adding students to the schools.  
Parks and Recreation: Subject to park dedication fees in lieu funds  
Access: Galilee Road  
Water Provider: Town of Smithfield  
Sewer Provider: Town of Smithfield  
Electric Provider: Duke Energy

---

**ADJACENT ZONING AND LAND USES:**

	<b>Exiting Zoning</b>	<b>Existing Use:</b>
<b>North</b>	R-20A	Rural Residential & West Smithfield Elementary School
<b>South-East</b>	R-20A	Agricultural
<b>West</b>	R-20A	Twin Creeks Phase 1 Subdivision (Preliminary Plat)
<b>South</b>	R-20A	Agricultural

**EXISTING CONDITIONS:**

The Phase 2 subdivision site is currently an agricultural property located just south of the West Smithfield Elementary School. The site slopes from Galilee Road towards Black Creek (which is the division line between Phase 1 and Phase 2). There is a row of existing conifers along the northern property line.

**SPECIAL USE:**

The proposed subdivision plans on utilizing the cluster provisions of the Unified Development Code Section 7.34 which require a Special Use Permit. The approval of the preliminary plat is conditioned on approval of the special use permit.

**PRELIMINARY PLAT/PLANS ANALYSIS:**

Unit Type/Density/Lot Size. The developer is proposing to construct (28) single family detached residential lots, 0.25 acres in size on average (0.21-0.35 acres in size) with 2.94 acres of preserved open space containing the stormwater SCM and a trail to be owned in common ownership **with a homeowner’s association**.

The Minimum Lot Size in the R-20A zoning district is 15,000 sq. ft. (0.34 acres); however, the cluster regulations allow for 60% reduction in lot size or 9000 sq. ft. (.21 acres).

Minimum Lot Width in the R-20A zoning district is 75 feet; however, the cluster regulations allow for narrower lots (40 ft).

Open Space. The subdivision is preserving 2.94 acres (26.3%) of open space; with 0.81 acres serving as a buffer from Galilee Road and the remaining 2.13 acres along the creek. The development meets or exceeds each of the required open space requirements of the cluster regulations:

- **greater or equal in area to the total amount of area by which each lot was reduced below the minimum lot size**
- **not less than 15% of the gross acreage as common open space.**
- **capable of being used and enjoyed for purposes of informal and unstructured recreation and relaxation or for horticulture (meets this requirement if stormwater SCM is not included).**
- **legally and practically accessible to the residents of the development.**
- **A minimum of one-half of the required open space shall be contained in one continuous undivided part.**
- **perpetually owned and maintained for the purposes of this section by a homeowners association.**

Access and Parking. The subdivision will be served by a cul-de-sac that accesses Galilee Road. The access requires an NCDOT Permit. The developer is required to provide a 5-foot-wide sidewalk on one side of the street right-of-way in accordance with UDO Section 2.22. Comprehensive Growth Management Plan and Transportation Plan suggest an urban street **section with curb and gutter in this area. The Town's Standard Street Section, Drawing 0302, Standard Detail and Specifications Manual requires a 27' back to back street with curb and gutter** and a sidewalk on one side of the street in a 50 foot wide right-of-way. The construction drawings do not comply with this requirement at this time.

The cul-de-sac is temporary and will be removed when the street is extended to the vacant parcel to the south when it develops.

**Utilities.** The development will be served by Town of Smithfield water and sewer with a Master Meter on the County's system. A sewage lift station is proposed in Phase 1 to pump sewage to the County's lines. Electricity will be provided by Duke Progress Energy.

**Sidewalks.** The UDO requires the applicant to construct a public sidewalk along Galilee Road and along one side of the cul-de-sac with the new development according to UDO Section 10.112.

**Park Dedication.** According to the UDO, Section 10.112.3, at least one fifty-seventh of an acre (1/57) shall be dedicated for each dwelling unit planned or provided for in the subdivision plan. Alternatively, the Town can accept a fee in lieu of parkland. There are no Town plans for parks in this area and the applicant will be required to pay a fee in lieu of parkland dedication. The fee in lieu will be due prior to recording the final plat, based on the number of lots in the plat (28).

**Stormwater Management.** The applicant has submitted a stormwater management plan and is proposing to construction a stormwater management facility (SCM) in the open space near the creek. A stormwater maintenance agreement will be executed to ensure the developer/HOA is responsible for the ongoing maintenance of the pond.

**Tree Preservation.** A tree preservation plan is required, but none has been yet submitted by the developer. The tree preservation plan will identify perimeter trees and significant trees that are required for preservation or mitigation.

**Lighting.** A street lighting plan was submitted with the construction drawings in compliance with the Town's ordinance.

**Signs.** The applicant has not proposed any entrance/development signs at this time. Any signs will require a sign permit prior to construction and will need to comply with the UDO.

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#### **PLANNING DEPARTMENT AND PLANNING BOARD RECOMMENDATIONS:**

The Planning Department and Planning Board recommend approval of the preliminary plat (S-19-01) with the following conditions:

1. That a special use permit be approved by the Town Council for the cluster development.
2. That a NCDOT Permit be provided for the road access and sidewalk encroachment in the NCDOT right-of-way.
3. That the Town's stormwater management facility maintenance agreement be executed prior to final plat recordation.



4. That the HOA declarations and covenants be submitted for Town Attorney review and recorded with the final plat.
5. That a park dedication fee in lieu be paid for the 28 residential lots prior to final plat recordation in accordance with the UDO, Section 10.10.114.8.
6. That sidewalks be constructed along Galilee Road and along the new street in the subdivision.



**Town of Smithfield**

Planning Department

350 E. Market St Smithfield, NC 27577

P.O. Box 761, Smithfield, NC 27577

Phone 919-934-2116

Fax: 919-934-1134

**Preliminary Subdivision Application  
General Information**

Development Name **TWIN CREEKS PHASE II**

Proposed Use **RESIDENTIAL**

Property Address(es) **6054 BLACK CREEK RD. SMITHFIELD NC 27577**

Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN# **167300-56-5565**

TAX ID# **15109011B**

Project type?  Single Family  Townhouse  Multi-Family  Non-Residential  Planned Unit Development (PUD)

**OWNER/DEVELOPER INFORMATION**

Company Name **NAVAHO INVESTMENT COMPANY LLC** Owner/Developer Name

Address **4909 WESTERN BLVD, SUITE 200 RALEIGH, NC 27606**

Phone Email Fax

**CONSULTANT/CONTACT PERSON FOR PLANS**

Company Name **STEWART-PROCTOR PLLC** Contact Name **MICHAEL STEWART**

Address **319 CHAPANOKE ROAD SUITE 106 RALEIGH, NC 27603**

Phone **(919) 779-1855** Email **STEWARTPE@AOL.COM** Fax **(919) 779-1661**

**DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)**

**ZONING INFORMATION**

Zoning District(s) **R-20A**

If more than one district, provide the acreage of each:

Overlay District?  Yes  No

Inside City Limits?  Yes  No

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

**STORMWATER INFORMATION**

Existing Impervious Surface <u>0</u> acres/sf	Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Impervious Surface <u>3.33</u> acres/sf <b>AC</b>	Neuse River Buffer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Watershed protection Area Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No	Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation

**NUMBER OF LOTS AND DENSITY**

Total # of Single Family Lots <b>28</b>	Overall Unit(s)/Acre Densities Per Zoning Districts <u>2.9 units/Acre</u>
Total # of Townhouse Lots <b>0</b>	Acreage in active open space <u>0</u>
Total # of All Lots <b>28</b>	Acreage in passive open space <u>2.94 Acres</u>

**SIGNATURE BLOCK (Applicable to all developments)**

In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed subdivision plan as approved by the Town.

I hereby designate Michael Stewart to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development/use.

Signature \* *Michael Stewart* Date 4-5-19

Signature \_\_\_\_\_ Date \_\_\_\_\_

**REVIEW FEES**

- Major Subdivision (Submit 7 paper copies & **1 Digital copy on CD**) \$250.00 + \$5.00 a lot \$255.00 minimum 28 lots \$390
- Minor Subdivision (Submit 4 paper copies & **1 Digital copy on CD**) \$50.00 + \$5.00 a lot \$55.00 minimum
- Recombination Plat (Submit 2 paper copies & **1 Digital copy on CD**) \$50.00

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

## Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;

b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);

c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;

d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;

e) A statement showing the proposed density of the project with the method of calculating said density shown;

f) Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision;

g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);

h) A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;

i) Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area;

j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;

k) A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

**INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.**

The preliminary and final plats shall depict or contain the information indicated in the following table. An “X” indicates that the information is required.

Information	Preliminary Plat	Final Plat
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X	
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X	X
Name of proposed subdivision.	X	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X	
Graphic scale.	X	X
North arrow and orientation.	X	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X	
List the proposed construction sequence.	X	
Storm water plan – see Article 10, Part VI.	X	
Show existing contour lines with no larger than five-foot contour intervals.	X	
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X	
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X	X
Date of the drawing(s) and latest revision date(s).	X	X

<i>Information</i>	<i>Preliminary Plat</i>	<i>Final Plat</i>
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X	
State on plans any variance request(s).	X	
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X	
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X	X
Show the minimum building setback lines for each lot.	X	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X	
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X	
Show pump station detail including any tower, if applicable.	X	
Show area which will not be disturbed of natural vegetation (percentage of total site).	X	
Label all buffer areas, if any, and provide percentage of total site.	X	X
Show all riparian buffer areas.	X	X
Show all watershed protection and management areas per Article 10, Part VI.	X	X
Soil erosion plan.	X	
Show temporary construction access pad.	X	
Outdoor illumination with lighting fixtures and name of electricity provider.	X	
<b>The following data concerning proposed streets:</b>		
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X	X
Traffic signage location and detail.	X	
Design engineering data for all corners and curves.	X	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X	

Information	Preliminary Plat	Final Plat
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X	
<b>The location and dimensions of all:</b>		
Utility and other easements.	X	X
Pedestrian and bicycle paths.	X	X
Areas to be dedicated to or reserved for public use.	X	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X	X
Required riparian and stream buffer per Article 10, Part VI.	X	X
<b>The site/civil plans for utility layouts including:</b>		
Sanitary sewers, invert elevations at manhole (include profiles).	X	
Storm sewers, invert elevations at manhole (include profiles).	X	
Best management practices (BMPs)	X	
Stormwater control structures	X	
Other drainage facilities, if any.	X	
Impervious surface ratios	X	
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X	
Gas lines.	X	
Telephone lines.	X	
Electric lines.	X	
Plans for individual water supply and sewage disposal systems, if any.	X	
<b>Provide site calculations including:</b>		
Acreage in buffering/recreation/open space requirements.	X	X
Linear feet in streets and acreage.	X	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X	X

<i>Information</i>	<i>Preliminary Plat</i>	<i>Final Plat</i>
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X	X
The accurate locations and descriptions of all monuments, markers, and control points.	X	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X	X
A copy of the erosion control plan submitted to the Regional Office of NC-DNRCD, when land disturbing activity amounts to one acre or more.	X	
All certifications required in Section 10.117.	X	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X	X
Improvements guarantees (see Section 5.8.2.6).		X

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_



# TWIN CREEKS PHASE II

## PROJECT NARRATIVE

- A. Owner            NAVAHO INVESTMENT COMPANY LLC  
4909 Western Blvd, Suite 200 Raleigh, NC 27606
- Engineer          Michael Stewart  
Stewart-Proctor Engineering & Surveying PLLC  
319 Chapanoke Road, Suite 106 Raleigh, NC 27603  
919-779-1855  
[stewartpe@aol.com](mailto:stewartpe@aol.com)
- Engineer          Emily Williamson  
Stewart-Proctor Engineering & Surveying PLLC  
319 Chapanoke Road, Suite 106 Raleigh, NC 27603  
919-779-1855  
[ewilliamsonpe@gmail.com](mailto:ewilliamsonpe@gmail.com)
- B. Site Address - 6054 Black Creek Rd. Smithfield, NC 27577  
Zoning            - R-20  
Parcel Size      - 11.61 Acres (505,808 SF)  
PIN                - 167300-56-5565  
Tax ID            - 15I09011B  
Description     - Between Black Creek Road (SR 1162) and Galilee Road (SR 1341)
- C. Proposed Subdivision Name      - Twin Creeks  
Proposed lots                          - 28 lots  
Open Space                              - 2.94 Acres (26.3%)  
Area in Roads                          - 0.51 Acres (22,091 SF)  
Area in Right of Way                 - 0.72 Acres (31,404 SF)
- D. The total area for phase 2 is 11.61 acres. The site is mostly open field with a mix of pines and hardwood forest associated with creeks. There is riparian buffer on this site from an unnamed tributary stream off of Arters Branch that is off the property. This site is not located in the environmentally sensitive Overlay District. The intent of this project is to develop the farmland into 28 single family residences within a clustered subdivision.

- E. R-20A allowable density is 2.9 units per acres using a Cluster Subdivision.  
 $43560 \text{ sf} / 15000 \text{ sf} = 2.90 \text{ units per acre}$   
 $11.61 \text{ Acres} * 2.90 \text{ units per acre} = 33.67 \text{ units per acre}$   
 $28 \text{ units} < 33.67 \text{ units}$
- F. This will be phase II of the proposed Twin Creeks Subdivision. The infrastructure will include one street with a temporary cul-de-sac for fire truck turn around, the road will stub into Leo Daughtry's land to the south as a potential for future residential development. There will be a multi-use path next to the existing utility easement that will connect both phases of this neighborhood. The county will provide water and sewer to the subdivision, but the City will master meter this site.
- G. The neighboring properties are single family residential, agriculture farmland, and West Smithfield Elementary. We have increased the street buffer yard to match the neighboring school.
- H. Stormwater is being captured in a wet pond and retained per the Smithfield UDO so that the post construction runoff matches or is below that of the pre-construction runoff for the 2-year storm.
- I. Phase 2 will only have 28 residences which will have a minimal impact on the traffic. Phase 1 of Twin Creeks will build a sewer lift station for a new sewer main which will be sized for both phase 1 and 2 as well as for future residential buildout in the neighboring areas.
- J. 2.94 Acres of open Space will be used for storm water detention ponds, the multi-use path, the storm by pass pipe drainage easement and the proposed buffer yards will be kept as open space which can be used for recreation. The plat space that borders the creek will also be kept as open space to preserve views and buffer areas of the creek. The homeowner's association will own and maintain the proposed open space areas.
- K. March 2020 – Preliminary Plans for Twin Creeks phase 2 comments addressed and sent back into Town of Smithfield.

April 2020 – Council meeting on Preliminary Plans

Construction plans to be designed and submitted to Smithfield in addition to the following.

- Submit Roadway plans application to NCDOT
- Submit Driveway permit application to NCDOT
- Submit Utility Plans to Smithfield and Johnston county

- Submit Storm Water and Erosion Control plans NCDEQ

After Construction plan approval → Construction Sequence

1. Obtain grading permit.
2. Install construction entrance.
3. Install all erosion control measures as shown on approved sedimentation and erosion control plan, clearing only enough to install the measures.
4. Obtain certificate of compliance through on-site inspection by NCDENR Regional Engineer. Phone (919)791-4200
5. Install storm drainage and all associated erosion control measures not already in place.
6. Proceed with grading.
7. Clean sediment when half full.
8. Seed and mulch denuded area within (21) working days following completion of any phase of grading, permanent ground cover for all disturbed areas within (15) working days or one hundred twenty (90) calendar days (whichever is shorter) following completion of construction development. Measures should be monitored weekly and after every rainfall.
9. Maintain soil erosion measures until permanent ground cover is established.
10. Request final approval by Regional Engineer.
11. Remove soil erosion control measures and stabilize these areas.

## Required Site Plan Information for Special use Permit Application

- 1) A vicinity map has been included on the title sheet of the plans.
- 2) The name and address of the owner is on the title sheet on the site plan sheet neighboring plat names and deed book numbers are included. We have also attached a sheet to this application with neighbors names, street addresses, and mailing addresses.
- 3) Pin numbers are included.
- 4) Deed book and page numbers are included.
- 5) Location of structures on or adjacent to the property have been identified and shown on plans.
- 6) Building set backs have been shown on each individual lot and a chart shows the front, side, and rear building setbacks.
- 7) On this site the location of the creek tributary as well as the buffer is shown. No other water features appear in phase II.
- 8) Phase 2 existing swale is labeled as well as the intent to use a by pass pipe and fill in said drainage ditch. No trees greater than 8 in. diameter are in the disturbed area of phase 2 so they aren't applicable to this phase.
- 9) Existing topo is shown and labeled on site plan. Proposed topo is shown on grading and erosion control plans.
- 10) The zoning of the property is shown in the notes section of the plans and the limits are the boundary of the property.
- 11) The vicinity map incorporates the city limit lines, while the site plan shows the dimensioned lot lines as well as adjacent property lines.
- 12) N/A however our lot layout detail provides the driveway details that would provide adequate parking for the proposed homes.
- 13) The typical section for the road shows the pavement type. The multipurposed path is shown on the plans to be paved. The proposed sidewalk is 5' concrete to match existing sidewalk next to the school.
- 14) Please see the included utility plan sheets for existing water mains and gravity sewer. Please see the utility plan and profile sheets for the proposed water system and gravity sewer system.
- 15) Future utilities such as electric power, gas, and cable will be placed inside the right of way.
- 16) Please see pond detail sheets for proposed retention pond details and the stormwater calculations on the plan sheets for percent impervious to total site.
- 17) The location of all common areas are labeled as buffer yard or open space.
- 18) All public areas to be maintained by HOA.
- 19) Landscaping plan to be submitted upon the approval of the cluster subdivision for buffer yard next to Galilee Road.
- 20) Please see lighting plans for proposed site lighting.

# 2500 Block of Galilee Road

**Project Name:**  
Twin Creeks  
Subdivision  
Phase II

**File Number:**  
S-19-01

**Existing Zoning:**  
R-20A (Residential  
-Agricultural)

**Proposed Lots:**  
28

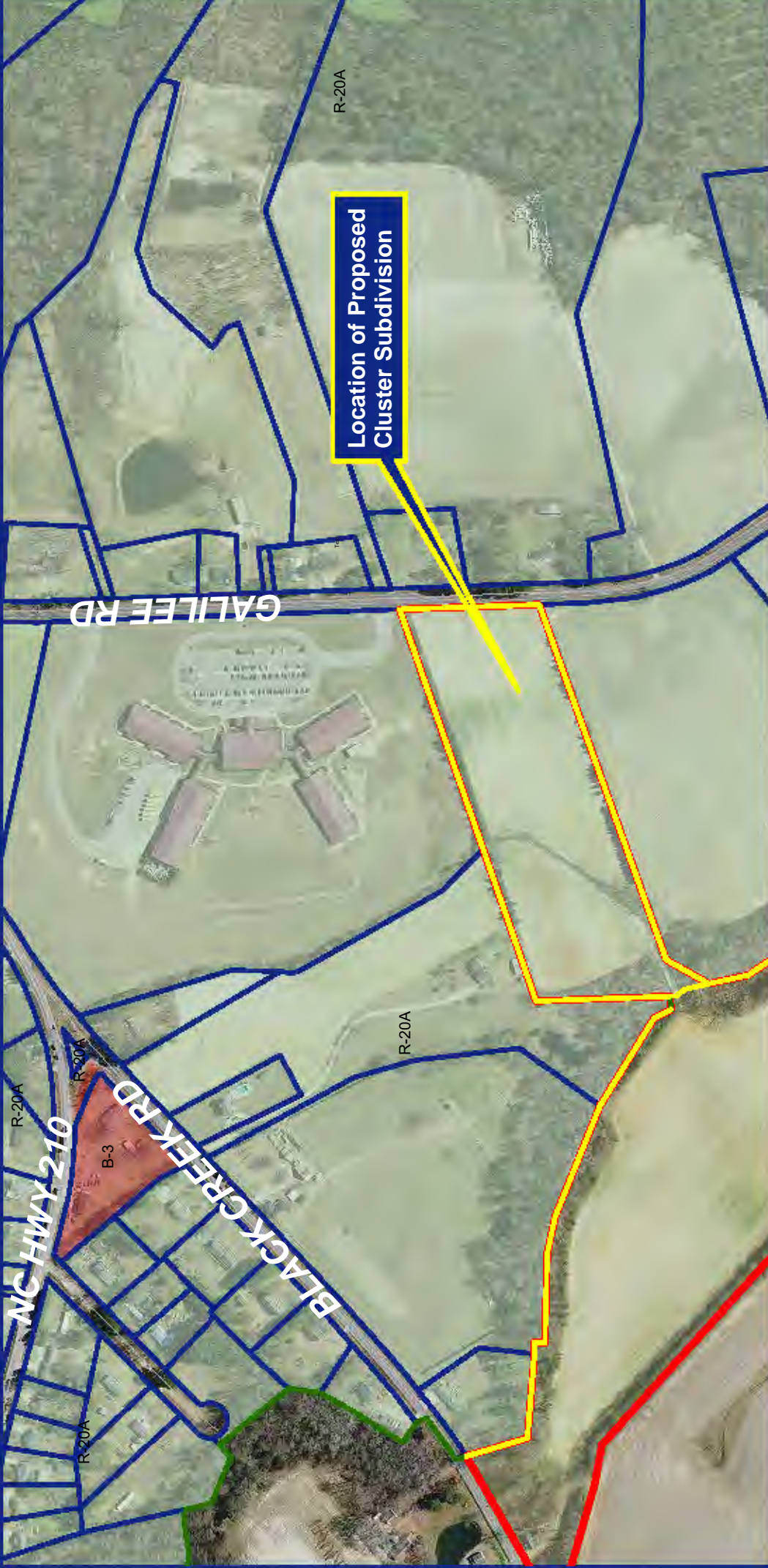
**Property Owner:**  
Navaho Investment  
Company LLC

**Location:** 2500 Block  
of Galilee Road

**Tax ID#** 15109011B



1 in = 400 ft





# Request for Town Council Action

Business Year End  
Agenda Budget  
Item: Amendments  
Date: 06/02/2020

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Subject: Year-End Budget Amendments and Encumbrances  
Department: Finance  
Presented by: Greg Siler  
Presentation: Business Item

---

Issue Statement – The Finance Department is seeking approval for fiscal year-end budget amendments, encumbrances and purchase order encumbrances.

Financial Impact – Use of Contingency Funds or Other Revenue Not in Original Budget

Action Needed – Separate Board approval is required on each of the three attachments.

Recommendation – Approve Amendments

Approved:  Town Manager  Town Attorney

Attachments (all will be presented at council meeting)

1. Year-End Budget Amendments for 2019-2020
2. Year-End Encumbrances for 2019-2020; and
3. Year-End Purchase Order Encumbrances for 2019-2020



# Staff Report

Business Year End  
Agenda Budget  
Item: Amendments

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Year-end budget amendments are often required at year end to fund new accounts, adjust existing accounts and/or balance departmental budgets.

Encumbrances are needed to carry over budgets for ongoing projects or projects delayed, and items ordered with purchase orders.

All budget increases could be accomplished using unbudgeted revenues or contingency dollars.

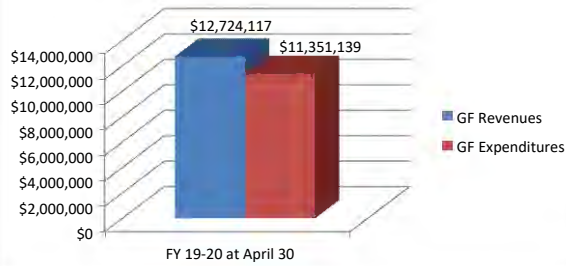
Budget Amendments will be provided to the Council at the June **2, 2020** meeting for consideration and approval.

# Financial Report

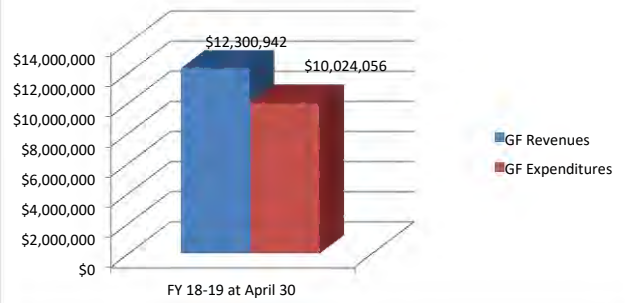


## Town of Smithfield Revenues vs. Expenditures

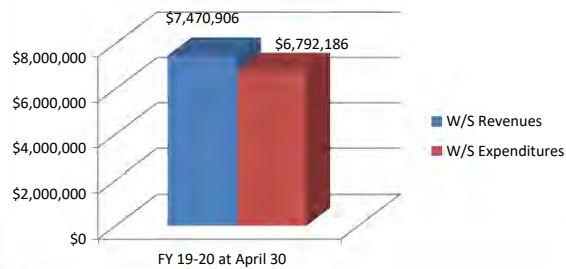
**2020 YTD GF Revenues vs.  
Expenditures**



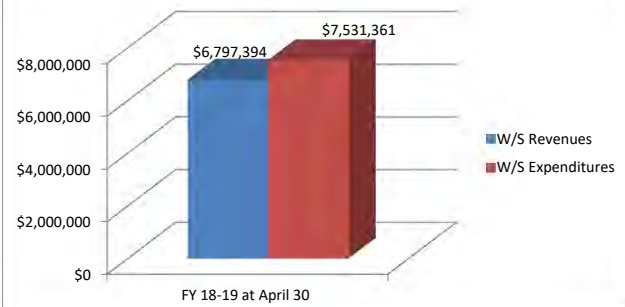
**2019 GF Same Period**



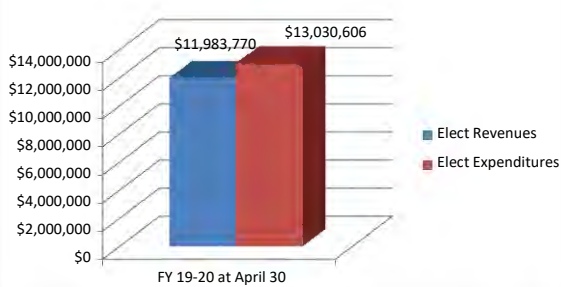
**2020 YTD W/S Revenues vs.  
Expenditures**



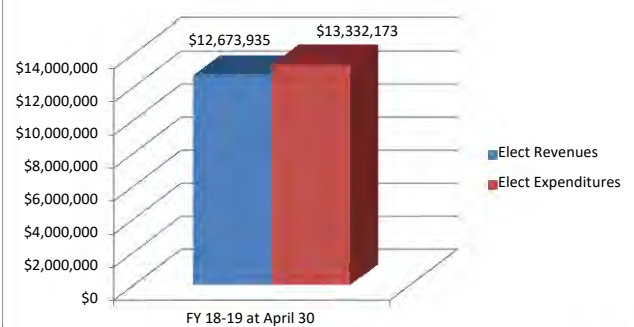
**2019 W/S Same Period**



**2020 YTD Electric Revenues vs.  
Expenditures**



**2019 Electric Same Period**



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**April 30, 2020**  
**Gauge: 10/12 or 83.33 Percent**

**GENERAL FUND**

<b>Revenues</b>	Frequency	<b>Actual to Date</b>	<b>Budget</b>	<b>Actual to Date</b>
		<b>FY '18-19</b>	<b>FY '19-20</b>	<b>FY '19-20</b>
Current & Prior Year Property Taxes	Monthly	\$ 5,676,158	\$ 6,276,000	\$ 6,388,610
Motor Vehicle Taxes	Monthly	468,989	505,000	497,394
Utility Franchise Taxes	Quarterly	740,754	975,000	736,071
Local Option Sales Taxes	Monthly	1,791,892	2,400,000	1,834,167
Aquatic and Other Recreation	Monthly	575,042	738,000	512,438
Sanitation (Includes Penalties)	Monthly	1,026,014	1,335,300	1,032,711
Grants		251,985	49,500	311,842
All Other Revenues		1,419,994	1,394,636	1,410,884
Loan Proceeds		88,500	-	-
Transfers (Electric and Fire Dist.)		261,614	261,214	-
Fund Balance Appropriated		-	1,673,056	-
<b>Total</b>		<b>\$ 12,300,942</b>	<b>\$ 15,607,706</b>	<b>\$ 12,724,117</b>

<b>Expenditures</b>	<b>Actual to Date</b>	<b>Budget</b>	<b>Actual to Date</b>
	<b>FY '18-19</b>	<b>FY '19-20</b>	<b>FY '19-20</b>
General Gov.-Governing Body	\$ 343,449	\$ 459,438	\$ 364,078
Non Departmental	760,689	929,616	723,974
Debt Service	988,702	939,258	828,743
Finance	78,033	115,511	77,601
Planning	392,055	455,635	252,959
Police	2,600,392	4,073,619	2,791,240
Fire	1,708,908	2,169,318	1,718,760
EMS	5,920	-	-
General Services/Public Works	375,632	601,590	450,299
Streets	337,711	1,664,371	1,177,943
Motor Pool/Garage	63,176	103,816	81,942
Powell Bill	27,928	333,815	36,557
Sanitation	874,093	1,287,765	922,472
Parks and Rec	705,149	1,199,243	1,165,877
SRAC	743,584	981,173	738,549
Sarah Yard Center	18,635	46,500	20,145
Contingency	-	247,038	-
Appropriations/Contributions	-	-	-
<b>Total</b>	<b>\$ 10,024,056</b>	<b>\$ 15,607,706</b>	<b>\$ 11,351,139</b>

YTD Fund Balance Increase (Decrease)

- -

**WATER AND SEWER FUND**

<b>Revenues</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Water Charges	\$ 2,059,965	\$ 2,852,000	\$ 2,096,339
Water Sales (Wholesale)	1,167,116	\$ 1,400,000	\$ 1,358,599
Sewer Charges	3,310,573	4,180,000	3,390,415
Tap Fees	1,265	2,500	7,240
All Other Revenues	110,388	110,400	118,313
Grants	148,087	-	500,000
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	132,941	-
<b>Total</b>	<b>\$ 6,797,394</b>	<b>\$ 8,677,841</b>	<b>\$ 7,470,906</b>

<b>Expenditures</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Water Plant ( <b>Less Transfers</b> )	\$ 1,331,492	\$ 1,980,216	\$ 1,469,428
Water Distribution/Sewer Coll ( <b>Less Transfers</b> )	3,509,416	4,553,441	3,419,044
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	1,350,000	1,250,000	1,250,000
Debt Service	1,340,453	653,574	653,714
Contingency	-	240,610	-
<b>Total</b>	<b>\$ 7,531,361</b>	<b>\$ 8,677,841</b>	<b>\$ 6,792,186</b>

**ELECTRIC FUND**

<b>Revenues</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Electric Sales	\$ 12,375,218	\$ 16,550,000	\$ 11,713,896
Penalties	122,615	150,000	91,935
All Other Revenues	161,028	156,000	177,939
Grants	15,074	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	100,000	-
<b>Total</b>	<b>\$ 12,673,935</b>	<b>\$ 16,956,000</b>	<b>\$ 11,983,770</b>

<b>Expenditures</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Administration/Operations	\$ 1,694,502	\$ 2,363,740	\$ 1,757,824
Purchased Power - Non Demand	3,949,203	12,750,000	3,792,385
Purchased Power - Demand	5,187,496	-	5,102,784

Purchased Power - Debt	963,480	-	963,480
Debt Service	351,278	351,279	351,307
Capital Outlay	-	120,000	112,826
Contingency	-	332,481	-
Transfers to Electric Capital Proj Fund	1,100,000	950,000	950,000
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	86,214	88,500	-
Total	<u>\$ 13,332,173</u>	<u>\$ 16,956,000</u>	<u>\$ 13,030,606</u>

**CASH AND INVESTMENTS FOR APRIL**

General Fund (Includes P. Bill)	13,478,738		
Water and Sewer Fund	7,648,575		
Electric Fund*	9,589,896		
JB George Endowment (40)	134,355		
Water Plant Expansion (43)	2,611,251		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	1,020,729		
Capital Project Fund: General (46)	1,102,973		
Capital Project Fund: Electric (47)	1,321,749	1st CITIZENS	30,517,058
FEMA Acquisitions and Elevations	(3,531)	NCCMT	2,388,419
Firemen Relief Fund (50)	109,450	KS BANK	3,715,871
Fire District Fund (51)	258,396	UNITED COMM	1,290,135
General Capital Reserve Fund (72)	181,007	PNC BANK	-
Total	<u>\$ 37,911,483</u>		<u>\$ 37,911,483</u>

\*Plug

**Account Balances Confirmed By Finance Director on 5/18/2020**

# Department Reports



**FINANCE DEPARTMENTAL REPORT FOR APRIL, 2020**

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

Daily Collections/Property Taxes/Other.....	\$1,987,910
Franchise Tax.....	0
Sales & Use Tax.....	199,288
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$2,187,198</b>

Expenditures: General, Water, and Electric.....\$2,148,179

**FINANCE:**

- Compiled and submitted monthly retirement report on 4/30/2020
- Issued 56 purchase orders
- Processed 714 vendor invoices for payment and issued 404 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 4/3 and 4/17/2020
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 13 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$24,211.56 (EMS = \$5,926.76; SRAC = \$4,236.76; Utility= \$14,048.04; and Other = \$0).
- Invoiced 1 grave opening for a total of \$700.00.
- Invoiced Smithfield Housing Authority, Johnston Community College, Johnston County Schools and Neuse Charter School for Police Security
- Earned \$1,264.41 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$6,260.08 in credit/debit/Tyler card fees, but earned \$4,659.97 in convenience fees

**FINANCE DIRECTOR**

- Attended Town Council Meeting via conference call on April 7, 2020
- Attended budget meetings with council via conference call on April 23 and 28, 2020
- Attended Department Head Meetings via conference calls on April 6 and 21, 2020
- Attended COVID19 webinar April 7, 2020
- Held phone meeting with Auditor, TPSA to discuss yellow book changes on April 7, 2020



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

**BOARD ACTIONS REPORT - 2020**

April

**Town Council**

Zoning Map Ammendments	0
Special Use Permit	0
Zoning Ordinance Amendments	0
Major Subdivisions	1
Annexations	0
Special Events	0
Town Plan	0

**Planning Board**

Zoning Map Amendments	0
Zoning Ordinance Ammendments	0
Major Subdivisions	1
Town Plan Review	

**Board of Adjustment**

Variance	0
Admin Appeal	0

**Historic Properties Commission**

Certificate of Appropriateness	0
Historic Landmarks	0



# Planning Department Development Report

Thursday, May 21, 2020

**Project Name: JCC Engineering Building**  
 Request: 46,365 square foot educational facility  
 Location 245 College Road  
 Tax ID#: 15K10199F PIN#: 159308-87-5887  
 Project Status In First Review  
 Notes: Application not yet complete.

Special Use 2020-05	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

**Project Name: JCC Engineering Building**  
 Request: 46,365 square foot educational facility  
 Location 245 College Road  
 Tax ID#: 15K10199F PIN#: 159308-87-5887  
 Project Status In First Review  
 Notes:

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

**Project Name: Starling Law Office**  
 Request: Sign Variance  
 Location 405 East Market Street  
 Tax ID#: 15020051 PIN#: 169419-51-0490  
 Project Status In First Review  
 Notes: To allow for the reconstruction of a nonconforming sign.

Variance 2020-03	
Submittal Date:	5/15/2020
Planning Board Review:	
Board of Adjustment Review:	5/28/2020
Town Council Hearing Date:	
Approval Date:	

**Project Name: Twin Creeks Cluster Subdivision**  
 Request: SUP to allow for a 28 lot cluster subdivision  
 Location Galilee Road  
 Tax ID#: 15I09011B PIN#: 167300-56-5565  
 Project Status Second Review Complete  
 Notes: To allow for the use of the cluster subdivision provisions

Special Use 2020-01	
Submittal Date:	5/1/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	6/2/2020
Approval Date:	



**Project Name: Mosquito Squad**

Request: Amend UDO to allow for pest control in the LI zoning district

Location 104 Airport Industri Drive

Tax ID#: 15J08017F PIN#: 168500-04-8569

Project Status In First Review

Notes: Amends UDO to allow for pest control in an LI zoning district as a use by right

<b>Text Amendment 2020-01</b>	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

**Project Name: Mosquito Squad**

Request: SUP to allow Pest control in a LI zoning district

Location 104 Airport Industri Drive

Tax ID#: 15J08017F PIN#: 168500-04-8569

Project Status In First Review

Notes: This application may be withdrawn prior to TC public hearing

<b>Special Use 2020-02</b>	
Submittal Date:	5/1/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

**Project Name: Kiddie College R-8 to OI**

Request: Amend zoning map to eliminate nonconforming use

Location 304 Canterbury Road

Tax ID#: 15004023A PIN#: 260413-14-2680

Project Status In First Review

Notes: Amends to allow all permitted uses in the OI zoning district to be considered for future approval

<b>Map Amendment 2020-03</b>	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

**Project Name: Tarheel Paper**

Request: SUP to allow Warehousing in a B-3 zoning district

Location 1685 South Brightleaf Boulevard

Tax ID#: 15A61037 PIN#: 169313-13-1587

Project Status In First Review

Notes: To allow for warehouse use in a B-3 zoning district

<b>Special Use 2020-03</b>	
Submittal Date:	5/1/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	6/2/2020
Approval Date:	

Project Name: **Freedman School House**  
 Request: SUP to allow Other Public Uses in a R-8 zoning district  
 Location 308 North Fourth Street  
 Tax ID#: 15013053 PIN#: 169419-52-6462  
 Project Status In First Review  
 Notes: To allow for Other Public Uses in an R-8 zoning district

<b>Special Use 2020-04</b>	
Submittal Date:	5/1/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	6/2/2020
Approval Date:	

Project Name: **JoCo Correctional Facility**  
 Request: Site Plan Approval  
 Location East US 70 Business Highway  
 Tax ID#: 15L11011 PIN#: 260300-67-6920  
 Project Status First Review Complete  
 Notes: Awaiting revised drawings

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

Project Name: **East River Phase II**  
 Request: 32 lot division / Construction Plan Review  
 Location Buffalo Road  
 Tax ID#: 14075013 PIN#: 169520-80-3415  
 Project Status Approved  
 Notes: Construction not yet started

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

Project Name: **Johnston Animal Hospital**  
 Request: Free Standing Facility  
 Location 800 North Brightleaf Boulevard  
 Tax ID#: 15005038 PIN#: 260413-02-5950  
 Project Status Second Review Complete  
 Notes: Site Plan approval eminent

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

Project Name: **Dr. Laura Godwin DDS**  
Request: Medical Office  
Location 121 Kellie Drive  
Tax ID#: 14075021R PIN#: 260405-09-8153  
Project Status **Approved**  
Notes: Final Site Inspection Complete / Passed

<b>Site Plan 2019-08</b>	
Submittal Date:	9/4/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/24/2019

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

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

Project Name: **College Plaza**  
Request: Retail Center  
Location 1547 East Market Street  
Tax ID#: 15K10023L PIN#: 169308-99-5886  
Project Status **Approved**  
Notes: Final Site Inspection Eminent

<b>Site Plan 2018-10</b>	
Submittal Date:	8/9/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	2/19/2019

Project Name: **Hampton Inn**  
Request: Free Standing Hotel  
Location 160 Towne Centre Place  
Tax ID#: 15L11001G PIN#: 260305-08-5727  
Project Status **Approved**  
Notes: Under Construction

<b>Site Plan 2018-08</b>	
Submittal Date:	8/7/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/28/2019

Project Name: **East River Phase 1**

Request: 40 lot division

Location 1899 Buffalo Road

Tax ID#: 14075013 PIN#: 169520-80-0490

Project Status **Approved**

Notes: Final Site Inspection Not Yet Completed

**Subdivision 2018-01**

Submittal Date: 7/9/2018

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 2/12/2019

Project Name: **Tires and Wheels**

Request: Auto Repair

Location 2134 South Brightleaf Boulevard

Tax ID#: 15A61047D PIN#: 168320-91-1779

Project Status **Approved**

Notes: Under Construction

**Site Plan 2017-09**

Submittal Date: 8/8/2017

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 3/8/2018



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

## Permit Issued for April 2020

			Permit Fees	Permits Issued
Zoning	Land Use		600.00	6
Site Plan	Minor Site Plan		\$50.00	2
Zoning	Sign		\$100.00	2
Zoning	Single Family & Two Family Zoning		\$25.00	1
<b>Report Period Total:</b>			<b>\$775.00</b>	<b>11</b>
<b>Fiscal YTD Total:</b>			<b>\$14,650.00</b>	<b>231</b>
Z20-000054	Zoning	Land Use	TNT Fireworks	1299 N Brightleaf Blvd
SP20-000035	Site Plan	Minor Site Plan	Accessory Structure	246 Homestead Ln
Z20-000052	Zoning	Single Family & Two Family	PODS Portable Storage	7 Alpine Ct
Z20-000053	Zoning	Land Use	Upward Change Health Services,	210 Peedin Rd
Z20-000055	Zoning	Land Use	Krab Kingz Seafood	24 Noble St
Z20-000056	Zoning	Sign	76 Gas Station	703 E Market St
Z20-000057	Zoning	Land Use	Salon 12/20 & Boutique	129 N Second St
Z20-000058	Zoning	Land Use	Salon 12/20 & Boutique	129 N Second St
Z20-000059	Zoning	Sign	Lions Pride	839 S Brightleaf Blvd
Z20-000060	Zoning	Land Use	House of Raeford	1519 W Market St
SP20-000036	Site Plan	Minor Site Plan	Accessory Structure	659 Little Creek Church Rd



**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING April 30, 2020**

**I. STATISTICAL SECTION**

Month Ending April 30, 2020	April-20	April -19	Total 2020	Total 2019	YTD Difference
Calls for Service	1273	1775	5931	6524	-593
Incident Reports Completed	86	162	435	555	-120
Cases Closed	56	108	325	379	-54
Accident Reports	25	67	210	283	-73
Arrest Reports	70	98	340	359	-19
Burglaries Reported	2	3	22	22	0
Drug Charges	18	26	87	124	-37
DWI Charges	2	9	24	31	-7
Citations Issued	97	173	521	694	-173
Speeding	33	26	152	139	13
No Operator License	12	47	69	175	-106
Registration Violations	8	14	71	81	-10

**II. PERSONNEL UPDATE**

The police department is currently short 7 positions currently, with the retirement of Sergeant Wood. Two employees are under contract and will finish BLET in May of 2020. The department currently has two backgrounds being conducted at this time.

**III. MISCELLANEOUS**

Mandatory in-service training was continued in April, with most courses be completed on line. Due to the Covid-19 the special events have been greatly reduced.

## REPORTED UCR OFFENSES FOR THE MONTH OF APRIL 2020

PART I CRIMES	April	April	+/-	Percent	Year-To-Date		+/-	Percent
	2019	2020		Changed	2019	2020		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	1	0	-1	-100%
ROBBERY	2	2	0	0%	4	4	0	0%
Commercial	0	0	0	N.C.	1	0	-1	-100%
Individual	2	2	0	0%	3	4	1	33%
ASSAULT	9	4	-5	-56%	31	15	-16	-52%
* VIOLENT *	11	6	-5	-45%	36	19	-17	-47%
BURGLARY	3	2	-1	-33%	20	19	-1	-5%
Residential	2	2	0	0%	15	12	-3	-20%
Non-Resident.	1	0	-1	-100%	5	7	2	40%
LARCENY	41	30	-11	-27%	93	122	29	31%
AUTO THEFT	4	2	-2	-50%	7	5	-2	-29%
ARSON	0	1	1	N.C.	0	3	3	N.C.
* PROPERTY *	48	35	-13	-27%	120	149	29	24%
PART I TOTAL:	59	41	-18	-31%	156	168	12	8%
PART II CRIMES								
Drug	25	16	-9	-36%	101	59	-42	-42%
Assault Simple	8	5	-3	-38%	26	15	-11	-42%
Forgery/Counterfeit	1	3	2	200%	11	19	8	73%
Fraud	5	5	0	0%	32	23	-9	-28%
Embezzlement	0	0	0	N.C.	0	6	6	N.C.
Stolen Property	0	0	0	N.C.	3	2	-1	-33%
Vandalism	10	4	-6	-60%	24	16	-8	-33%
Weapons	0	0	0	N.C.	1	3	2	200%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	0	1	1	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	3	4	1	33%
D. W. I.	9	2	-7	-78%	35	24	-11	-31%
Liquor Law Violation	0	0	0	N.C.	4	5	1	25%
Disorderly Conduct	4	0	-4	-100%	6	0	-6	-100%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	1	1	N.C.	1	1	0	0%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	32	12	-20	-63%	124	70	-54	-44%
PART II TOTAL:	95	48	-47	-49%	371	248	-123	-33%
GRAND TOTAL:	154	89	-65	-42%	527	416	-111	-21%

N.C. = Not Calculable



**Town of Smithfield  
Fire Department  
April 2020**

**I. Statistical Section**

Responded to	2020 Apr	Apr IN	Apr OUT	2019 Apr	2020 IN	2020 OUT	2020 YTD	2019 YTD
<b>Total Structure Fires Dispatched</b>	<b>10</b>	4	<b>6</b>	9	<b>16</b>	24	<b>40</b>	39
*Confirmed Structure Fires (Our District)*	<b>4</b>	4	<b>0</b>	1	<b>11</b>	0	<b>11</b>	1
*Confirmed Structure Fires (Other Districts)*	<b>5</b>	0	<b>5</b>	5	<b>0</b>	12	<b>12</b>	14
<b>EMS/Rescue Calls</b>	<b>19</b>	<b>19</b>	<b>0</b>	<b>129</b>	<b>365</b>	<b>26</b>	<b>391</b>	<b>502</b>
<b>Vehicle Fires</b>	<b>2</b>	1	<b>1</b>	1	<b>3</b>	3	<b>6</b>	3
<b>Motor Vehicle Accidents</b>	<b>12</b>	9	<b>3</b>	26	<b>51</b>	11	<b>62</b>	80
<b>Fire Alarms (Actual)</b>	<b>4</b>	4	<b>0</b>	12	<b>22</b>	1	<b>23</b>	38
<b>Fire Alarms (False)</b>	<b>15</b>	15	<b>0</b>	20	<b>50</b>	2	<b>52</b>	45
<b>Misc./Other Calls</b>	<b>19</b>	14	<b>5</b>	17	<b>87</b>	16	<b>103</b>	96
*Mutual Aid (Received)*	4	0	0	1	0	0	21	15
*Mutual Aid (Given)*	7	0	0	8	0	0	22	24
*Overlapping Calls (Calls at the same time)*	8	0	0	53	0	0	126	169
<b>TOTAL EMERGENCY RESPONSES</b>	<b>80</b>	<b>66</b>	<b>14</b>	<b>211</b>	<b>589</b>	<b>71</b>	<b>660</b>	<b>787</b>

\* Denotes the breakdown of calls, these are not calculated into the totals \*  
**IN/OUT** denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Apr	YTD
Fire Inspections/Compliance Inspections	5	76
Public Fire Education Programs	0	1
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	2	21
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	23	38
Re-Inspections	1	26

**II. Major Revenues**

	Apr	YTD
<b>Inspections</b>	<b>\$600.00</b>	\$3,275.00
<b>False Alarms</b>	<b>\$775.00</b>	\$1,100.00
<b>Fire Recovery USA</b>	<b>\$0.00</b>	\$396.00
<b>EMS Debt Setoff</b>	<b>\$1,680.64</b>	\$5,536.59

**Major Expenses for the Month:**



**III. Personnel Update:**

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

- Due to the COVID-19 pandemic The 911 center suspended EMS related calls for EMS only, unless Code Blue or the need of additional personnel. This is the reason for the reduction of EMS/Rescue Calls for April.
- Due to the COVID-19 all special events were cancelled.

**Town of Smithfield  
Public Works Department  
April 30, 2020**



163 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500

0 Cremation Burial, \$400.00 each = \$0.00

\$1,000.00 Sunset Cemetery Lot Sales

\$0.00 Riverside Extension Cemetery Lot Sales

495.05 tons of household waste collected

150 tons of yard waste collected

7.29 tons of recycling collected

4,520 Lbs. of shedder steel recycled

**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**April 30, 2020**



**I. Statistical Section**

5 Burials

2 Works Orders – Buildings & Facilities Division

14 Work Orders – Grounds Division

34 Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales: \$1,000.00

Riverside Ext Cemetery Lot Sales: \$0.00

Grave Opening Fees: \$3,500.00

Total Revenue: \$4,500.00

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

None for the month

**IV. Personnel Update:**

None for the month

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

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works Department safety meeting was on "Four Ways to Alleviate Stress".

**Town of Smithfield  
Public Works Drainage/Street Division  
Monthly Report  
April 30, 2020**



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Installed new street blades at Camelia and Old Booker dairy Road.
- d. 1,200LF of storm drain line was cleaned.
- e. 15 Work Orders – 930lbs. of Cold Patch was used for 30 Potholes.

**II. Major Revenues**

None for the month

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

\$1,675.00 to Road Safe Traffic Systems for purchase of new traffic cones,  
\$800.00 to Russell Enterprises for tree trimming at 312 S 4<sup>th</sup> Street.

**IV. Personnel Update:**

None for the month

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

The Public Works Department safety meeting was on "Four Ways to Alleviate Stress".

**Town of Smithfield  
Public Works Department  
April 2020 Drainage Report**

Location: 115 Riverside Drive, College Road and Martin Luther King, 721 2<sup>nd</sup> Ave, Rand and Brogden, Blount Street, S 2<sup>nd</sup> Street beside Spring Branch, S third Street beside Travel Odyssey, S 5<sup>th</sup> Street FEMA lots, Woodall and SBL, Lot across from Smith Collins Park, Second Ave and Ward, Lee Street at RR, Third Ave between West and Midway, 902 Martin Luther King, Berkshire and Hospital Road, Hospital Road and NBL.

Starting Date: 4/2/2020  
 Completion Date: 4/30/2020  
 Description: Cut FEMA lots and Town lots (2) times each. Cut back right of ways once.  
 Man-hours: 32hrs.  
 Equipment: Scag mowers plus hand tools.  
 Materials: NA

Location: Outlet Center Drive, Old Belks Parking Lot and Avas lot.  
 Starting Date: 4/3/2020  
 Completion Date: 4/3/2020  
 Description: Cut right of way, parking lots and sprayed landscape beds.  
 Man-hours: 9hrs.  
 Equipment: Scag mowers plus hand tools.  
 Materials: NA

Location: Corner of Hancock Street and 12<sup>th</sup> Street.  
 Starting Date: 4/3/2020  
 Completion Date: 4/3/2020  
 Description: Repaired rutted out low shoulder with rock.  
 Man-hours: 1hr.  
 Equipment: 420 Cat backhoe plus hand tools.  
 Materials: One yard of ABC stone.

Location: Operation Center parking lot.  
 Starting Date: 4/6/2020  
 Completion Date: 4/6/2020  
 Description: Painted parking spaces.  
 Man-hours: 6hrs.  
 Equipment: Paint gun plus hand tools.  
 Materials: 5 gallons of white traffic paint.

Location: Hood and SBL, Strickland Drive and W Market, 55 Brookwood, Vermont and Langdon, Fayetteville and Futrell, Collier and Harris, 703-705-814 East Street, 709 Blount, 145 S Equity, 257 N Equity, Midway and Third Ave, 104-106 Holding, First and Holding,

Starting Date: 4/7/2020  
 Completion Date: 4/28/2020  
 Description: Repaired 30 potholes.  
 Man-hours: 9.83hrs.  
 Equipment: 402 pickup plus hand tools.  
 Materials: 15.5 bags of Perma Patch asphalt.

Location: 24 Bradford Street.  
Starting Date: 4/8/2020  
Completion Date: 4/8/2020  
Description: Ditch bank was graded for positive drainage.  
Man-hours: 4hrs.  
Equipment: 420 Cat backhoe plus hand tools.  
Materials: One yard of 57 stone.

Location: Hospital Road and N 7<sup>th</sup> Street.  
Starting Date: 4/14/2020  
Completion Date: 4/14/2020  
Description: Cut back blind intersection, removed vegetation.  
Man-hours: 3hrs.  
Equipment: 412 pickup plus hand tools.  
Materials: NA

Location: 213 S 5<sup>th</sup> Street.  
Starting Date: 4/14/2020  
Completion Date: 4/14/2020  
Description: Cut back low hanging limbs from sidewalk.  
Man-hours: 2hrs.  
Equipment: 412 pickup plus hand tools.  
Materials: NA

Location: Riverside Drive in cul-de-sac.  
Starting Date: 4/15/2020  
Completion Date: 4/15/2020  
Description: Due to fallen tree in cul-de-sac, crew removed tree stump and backfilled area.  
Man-hours: 2hrs.  
Equipment: 420 Cat backhoe plus hand tools.  
Materials: One yard of fill dirt.

Location: Caswell Street between S 2<sup>nd</sup> and S 3<sup>rd</sup>.  
Starting Date: 4/15/2020  
Completion Date: 4/15/2020  
Description: Cut back and removed vegetation from sidewalk.  
Man-hours: 2hrs.  
Equipment: 420 Cat backhoe, 408 flatbed.  
Materials: NA

Location: 2<sup>nd</sup> Ave and Midway and Broadway and Brogden.  
Starting Date: 4/20/2020  
Completion Date: 4/20/2020  
Description: Police dept reported two stop signs were damaged by truck. Removed damaged signs and replaced.  
Man-hours: 2 hrs.  
Equipment: 412 pickup plus hand tools.  
Materials: (2) 30x30 stop signs, (2) u-channel poles plus hardware.

Location: Rose Manor Shopping Ctr.  
Starting Date: 4/22/2020  
Completion Date: 4/24/2020  
Description: Delivered 100 traffic cones for police department, Chicken truck set up in parking lot due to covid-19.  
Man-hours: 2hrs.  
Equipment: 412 pickup plus cone trailer.  
Materials: 100 traffic cones.

Location: SBL and 3<sup>rd</sup> Street traffic island beds.  
Starting Date: 4/23/2020  
Completion Date: 4/23/2020  
Description: Removed dead vegetation from beds.  
Man-hours: 2hrs.  
Equipment: 420 Cat backhoe, 408 flatbed plus hand tools.  
Materials: NA

Location: Holland Drive.  
Starting Date: 4/23/2020  
Completion Date: 4/23/2020  
Description: Moved dead end sign closer to intersection for police department.  
Man-hours: 1hr.  
Equipment: 412 pickup plus hand tools.  
Materials: NA

Location: Langdon Ave and First Street.  
Starting Date: 4/27/2020  
Completion Date: 4/27/2020  
Description: Repaired sinkhole beside catch basin for positive drainage.  
Man-hours: 2hrs.  
Equipment: 412 pickup plus hand tools.  
Materials: One bag of concrete plus ¼ yard of fill dirt.

Location: Bookerdaury Road and Camelia Drive, Old Bookerdaury Road and Camelia Drive.  
Starting Date: 4/28/2020  
Completion Date: 4/28/2020  
Description: Installed new street blades at both intersections.  
Man-hours: 3 hrs.  
Equipment: 412 pickup plus hand tools.  
Materials: 4 new street blades, lettering plus hand tools.

Location: 911 Hancock Street.  
Starting Date: 4/29/2020  
Completion Date: 4/29/2020  
Description: Tree struck by truck was removed from roadway.  
Man-hours: 2hrs.  
Equipment: 900, 300 plus chainsaw.  
Materials: NA

Location: S 2<sup>nd</sup> and Stevens, Meadowbrook Drive between Vermont and Sunset, 8 Cedar Drive, Third Ave and Midway.  
Starting Date: 4/30/2020  
Completion Date: 4/30/2020  
Description: Cleaned 1,200LF of storm drain line was cleaned with jet truck.  
Man-hours: 17hrs.  
Equipment: Jet truck, 412 pickup plus hand tools.  
Materials: NA



## Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Completed
1/8/20	520 Glenn St	6x13	1/17/20	4/1/2020
1/14/20	7th & Massey St	4x14	2/3/20	4/1/2020
1/24/20	1004 S Brightleaf. On Sanders St.	5x10	2/3/20	4/1/2020
1/29/20	509 N 4th St	5x8	2/3/20	4/1/2020
1/30/20	4 Eden Dr	4x18	2/3/20	4/2/2020
2/17/20	16 Afton Ln	10x10	2/28/20	4/2/2020
2/24/20	508 Bridge St	4x10	2/28/20	4/2/2020
2/25/20	206 S Brightleaf Blvd	6x9	2/28/20	4/1/2020
3/11/20	1212 North St	5x11	3/13/20	4/2/2020
3/6/20	1636 Dail St	4x4,3x7	3/13/20	4/2/2020

Received Public Utilities Street Cuts on 3/13/2020

Submitted to Poole Paving on 3/20/2020

Poole Paving completed on 4/1/2020 & 4/2/2020

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
April 30, 2020**



**I. Statistical Section**

  1   Preventive Maintenances (Outsourced)

  0   North Carolina Inspections

 32  Work Orders

**II. Major Revenues**

None for the month

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

Paid McClung's \$647.50 to wire the shop for the new Truck Lift. Zones, LLC was paid \$849.00 for a Dell Laptop for the Shop Attendant for NC Inspections, PM Services and workorders.

**IV. Personnel Update:**

None for the month

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

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Four Ways to Alleviate Stress".

**Town of Smithfield  
Public Works Sanitation Division  
Monthly Report  
April 30, 2020**



**I. Statistical Section**

The Division collected from approximately 4155 homes, 4 times during the month

- a. Sanitation forces completed 45 work orders
- b. Sanitation forces collected tons 495.05 of household waste
- c. Sanitation forces disposed of 75 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0.93 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 4.25 tons of recyclable plastic
- h. Recycled 1400 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 5200 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

**II. Major Revenues**

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 4520 lbs. of shredder steel for \$113.00 to Omni Source

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

Spain Farms Nursery was paid \$2,607.00 for disposal of yard waste and debris.

**IV. Personnel Update:**

No new employee was hired as for the month of April.

Continue to utilize Temp labor from Mitchells temporary services.

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

All public events canceled due to COVID-19 in accordance with the Governor's edict.

The Public Works Department safety meeting was on "Four Ways to Alleviate Stress".

Sanitation Equipment Operator position posted for hire.

Donald Tyndall retired 5/1/2020

Community Service Workers worked 0 hrs.



## MONTHLY REPORT FOR APRIL, 2020

PROGRAMS STATISTICS	APRIL, 2020		APRIL, 2019	
NUMBER OF PROGRAMS	0		13	
TOTAL ATHLETICS PARTICIPANTS	0		423	
TOTAL NON/ATHLETIC PARTICIPANTS	0		1151	
NUMBER OF GAMES PLAYED	0		56	
TOTAL NUMBER OF PLAYERS (GAMES)	0		1462	
NUMBER OF PRACTICES	0		82	
TOTAL NUMBER OF PLAYER(S) PRACTICES	0		1206	
	APRIL, 2020	19/20 FY YTD	APRIL, 2019	18/19 FY YTD
PARKS RENTALS	0	219	82	361
USERS (PARKS RENTALS)	0	9363	2662	16582
<b>TOTAL UNIQUE CONTACTS</b>	<b>0</b>		<b>6,904</b>	
	APRIL, 2020	19/20 FY YTD	APRIL, 2019	18/19 FY YTD
<b>FINANCIAL STATISTICS</b>				
PARKS AND RECREATION REVENUES	\$ 64.00	\$ 56,220.00	\$ 3,734.50	\$ 59,376.50
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 56,018.00	\$ 574,249.00	\$ 55,415.00	\$ 592,981.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 15,897.00	\$ 220,418.00	\$ 15,000.00	\$ 112,168.00
SARAH YARD CENTER	\$ 794.00	\$ 20,145.00	\$ 1,646.00	\$ 18,635.00

**HIGHLIGHTS**                      Parks closed and programs and events cancelled due to COVID-19



## SRAC MONTHLY REPORT FOR APRIL, 2020

<b>PROGRAMS STATISTICS</b>	<b>APRIL, 2020</b>		<b>APRIL, 2019</b>	
NUMBER OF PROGRAMS	0		24	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	0		4024	
	<b>APRIL, 2020</b>	<b>19/20 FY YTD</b>	<b>APRIL, 2019</b>	<b>18/19 FY YTD</b>
SRAC MEMBER VISITS	0	30700	3794	37596
DAY PASSES	0	6595	1286	7995
RENTALS (SRAC)	0	429	73	549
USERS (SRAC RENTALS)	0	30097	3127	30917
<b>TOTAL UNIQUE CONTACTS</b>	<b>0</b>		<b>12,231</b>	
	<b>APRIL, 2020</b>	<b>19/20 FY YTD</b>	<b>APRIL, 2019</b>	<b>18/19 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
SRAC REVENUES	\$ (6,008.00)	\$ 456,218.00	\$ 57,404.00	\$ 510,161.00
SRAC EXPENDITURES	\$ 50,042.00	\$ 738,549.00	\$ 55,245.00	\$ 743,584.00
SRAC MEMBERSHIPS	2307		2101	
<b>HIGHLIGHTS</b>	SRAC WAS CLOSED DUE TO COVID-19			



**Monthly Report  
April 2020**

- **Statistical Section**

- Electric CP Demand 14,341 Kw relative to March's demand of 16,493 Kw.
- Electric System Reliability for was 99.999%, with one (1) recorded outages; relative to March's 99.999%.
- Raw water treated on a daily average was 3.636 MG relative to 3.453 MG for March; with maximum demand of 4.994 MG relative to March's 4.195 MG.
- Total finished water to the system was 97.696 MG relative to March's 98.033 MG. Average daily for the month was 3.151 MG relative to March's 3.162 MG. Daily maximum was 4.360 MG (April 7<sup>th</sup>) relative to March's 4.005 MG. Daily minimum was 1.954 (April 30<sup>th</sup>), relative to March's 2.720 MG.

- **Miscellaneous Revenues**

- Water sales were \$203,134 relative to March's \$208,445
- Sewer sales were \$337,279 relative to March's \$346,490
- Electrical sales were \$1,032,988 relative to March's sales of \$1,171,909
- Johnston County Water purchases were \$172,037 for 78.199 MG relative to March's \$128,731 for 58.514 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$693,995 relative to March's \$796,197.
- Johnston County sewer charge was \$120,844 for 33.444 MG relative to March's \$149,202 for 41.046 MG.

- **Personnel Changes –**

- No changes occurred in the month of April



**Town of Smithfield  
Electric Department  
Monthly Report  
April, 2020**

**I. Statistical Section**

- Street Lights repaired -11
- Area Lights repaired -3
- Service calls - 30
- Underground Electric Locates -159
- Poles changed out or installed -1
- Underground Services Installed -3

**II. Major Revenues**

- N/A

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

- N/A

**IV. Personnel Update:**

- The Utility Dept. had no Safety Meetings due to the Coronavirus.

**V. Miscellaneous Activities:**

- Contractors are continuing to work on the North Circuit.
- The Electrical Dept. is continuing to install services at East River Subdivision.
- Helping other Departments as needed. (Parks & Rec., Public Works, & W/S)



## WATER & SEWER

### APRIL 2020 MONTHLY REPORT

● DISCONNECT WATER	3
● RECONNECT WATER	0
● TEST METER	0
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	2
● NEW/RENEW SERVICE INSTALLS	2
● LEAK DETECTION	8
● METER CHECKS	4
● METER REPAIRS	2
● WATER MAIN/SERVICE REPAIRS	4
● STREET CUTS	5
● REPLACE EXISTING METERS	1
● INSTALL NEW METERS	7
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	4



- CLEANOUTS INSTALLED 2
- INSPECTIONS 1
- SEWER MAIN CLEANED 800LF
- SERVICE LATERALS CLEANED 710LF
- SERVICE CALLS 57
- LOCATES 154
  
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPING PUBLIC WORKS CLEANING STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

## MAJOR EXPENSES FOR THE MONTH OF APRIL

- Having SLS#1 pumps rebuilt.

## PERSONNEL UPDATES

- Chris Smith retired.

## UPCOMING PROJECTS FOR THE MONTH OF MAY



## **MONTHLY WATER LOSS REPORT**

**APRIL 2020**

**(2) Meters with slow washer leaks**

**(2) 3/4" Line, 1/8" hole – 1 week**

**1" Line, 1/8" hole – 1 week**

**8" Line, Full Shear – 1 Day**

Smithfield Water Plant  
Distribution Sampling Site Plan

April 2020

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	4/8/2020	3	15	7965	10	North Street	04/23/20	3	15	17820	40
Computer Drive	04/08/20	3.2	15	31860	10	West Street	04/23/20	3.2	15	78030	50
Castle Drive	04/08/20	3.4	15	7965	10	Regency Drive	04/23/20	2.6	15	63720	60
Parkway Drive	04/08/20	3.4	15	63720	40	Randers Court	04/23/20	2.6	15	15930	40
Garner Drive	04/08/20	3.4	15	63723	40	Noble Street	04/23/20	3	15	15930	40
Hwy 210 LIFT ST.	04/08/20	2.2	15	15930	40	Fieldale Dr#1(L)	04/23/20	2.8	15	63720	40
Skyland Drive	04/08/20	3.2	15	7965	10	Fieldale Dr#2(R)	04/23/20	3	15	63720	40
Bradford Street	04/08/20	3.2	15	15930	10	Heather Court	04/23/20	2.4	15	15930	40
Kellie Drive	04/08/20	3.2	15	7965	10	Reeding Place	04/23/20	2.8	15	15930	40
Edgewater	04/15/20	2.6	15	7965	10	East Street	04/23/20	3	15	63720	40
Edgecombe	04/15/20	2.6	15	15930	40	Smith Street	04/23/20	3	15	63720	40
Valley Wood	04/15/20	3	15	63720	40	Wellons Street	04/23/20	1.5	15	63720	40
Creek Wood	04/15/20	3	15	63720	40	Kay Drive	04/23/20	2.8	15	38985	15
White Oak Drive	04/15/20	3.2	15	7965	10	Huntington Place	04/23/20	2	15	38985	15
Brookwood Drive	04/15/20	2.8	15	22515	5	N. Lakeside Drive	04/23/20	2	15	9750	15
Runnymede Place	04/15/20	1.8	15	31860	10	Cypress Point	04/23/20	2	15	34890	12
Nottingham Place	04/15/20	3.2	15	38985	10	Quail Run	04/27/20	1.2	15	8715	12
Heritage Drive	04/15/20	2.4	15	38985	10	British Court	04/27/20	1.2	15	8715	12
Noble Plaza #1	04/15/20	2.8	15	9750	10	Tyler Street	04/27/20	1.2	15	78030	60
Noble Plaza #2	04/15/20	2.6	15	9750	10	Yelverton Road	04/27/20	1.2	15	63720	40
Pinecrest Street	04/15/20	2.8	15	19500	10	Ava Gardner	04/27/20	3	15	63720	40
S. Sussex Drive	04/15/20	3.2	15	31860	10	Waddell Drive	04/29/20	3	15	7965	10
Elm Drive	04/15/20	3	15	9750	10	Henly Place	04/29/20	2.8	15	8715	12
						Birch Street	04/29/20	3	15	34890	12
Coor Farm Supply	04/15/20	2.6	15	7965	10	Pine Street	04/29/20	3	15	38985	15
Old Goldsboro Rd,	04/15/20	3	15	7965	10	Oak Drive	04/29/20	3	15	37695	14
Hillcrest Drive	04/17/20	2.6	15	31860	10	Cedar Drive	04/29/20	3.2	15	31860	10
Eason Street	04/17/20	3	15	38985	40	Aspen Drive	04/29/20	3	15	34890	12
Magnolia circle	04/17/20	3	15	78030	40	Furlonge Street	04/29/20	3.2	15	34890	12
Rainbow Drive	04/17/20	3.2	15	19500	60	Golden Corral	04/29/20	3.2	15	40290	16
Rainbow Circle	04/17/20	2.4	15	19500	60	Holland Drive	04/29/20	3	15	9750	15
Moonbeam Circle	04/17/20	2.6	15	19500	60	Davis Street	04/29/20	2	15	34890	12
Ray Drive	04/17/20	2.6	15	15930	60	Caroline Ave.	04/29/20	3.2	15	31860	10
Will Drive	04/17/20	2.4	15	63720	40	Johnston Street	04/29/20	2.8	15	38985	15
Michael Lane	04/17/20	2	15	63720	40	Ryans	04/29/20	2.8	90	9750	15
Ward Street	04/17/20	2.4	15	15930	40						

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