



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, June 6, 2023

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 6, 2023
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Public Hearing:

- 1. FY 2023-2024 Budget:** In accordance with NCGS 159 -12 (b), before adopting the budget ordinance, the Town Council shall hold a public hearing at which time any persons who wishes to be heard on the budget may appear before the board (Town Manager – Michael Scott) See attached information.....1

Citizens Comments

Consent Agenda Items:

- 1. Approval of Minutes:**
 - a. April 11, 2023 – Budget Session
 - b. April 24, 2023 – Budget Session
 - c. May 2, 2023 – Regular Meeting
(Town Clerk – Shannan Parrish) See attached information.....3

- 2. Special Event: Hello Summer: End of School Celebration** – LifeSpring Church & the Smithfield Police Department are requesting to hold an end of school event at Smith-Collins Park on June 10, 2023 from 12:00 pm until 4:00 pm. This request includes amplified sound
(Planning Director – Stephen Wensman) See attached information.....21

- 3. Special Event: Piano Festival** – The Parks and Recreation Department is requesting to hold an event at 150 South Front Street (Amphitheater) on June 23, 2023 from 7:00 pm until 9:00 pm. This request includes amplified sound.
(Planning Director – Stephen Wensman) See attached information.....25

4. Special Event: Red, White & Brews Food Truck Rodeo – The Downtown Smithfield Development Corporation is requesting to hold a food truck rodeo in the 100 block of South Third Street on July 2, 2023 from 1:00pm until 6:00pm. This request includes the closure of the 100 block of South Third Street, amplified sound, food truck sales and alcohol sales.
(Planning Director – Stephen Wensman) See attached information.....29

5. Special Event: It’s Bigger Than Me - Mitchico’s Voice – Mitchico Duff is requesting to hold a fentanyl awareness event at Smith-Collins Park on October 8, 2023 from 12:00 pm until 4:00 pm. This request includes amplified sound.
(Planning Director – Stephen Wensman) See attached information.....33

6. Consideration and Request for approval of an agreement with Thompson, Price, Scott, Adams & Company, P.A. to perform Town’s annual audit for fiscal year 2023.
(Finance Director – Greg Siler) See attached information.....37

7. Consideration and request for approval to enter into an agreement with McAdams Company for the development of the 210 Park Master Plan and adoption of Resolution No. 726 (09-2023)
(Parks and Recreation Director – Gary Johnson) See attached information.....57

8. Consideration and request for approval to adopt Resolution No. 727 (10-2023) amending the CDBG Anti-displacement and Relocation Assistance Plan the Council adopted on September 4, 2018
(Town Manager – Michael Scott) See attached information.....67

9. Consideration and request for approval to amend the CDBG Neighborhood Revitalization Project Budget Ordinance
(Town Manager – Michael Scott) See attached information.....73

10. Consideration and request for approval to adopt Resolution No. 728 (11-2023) accepting and approving the amended charter resolution of Central Pines Regional Council (formerly Triangle J Council of Governments)
(Town Manager – Michael Scott) See attached information.....77

11. New Hire Report
(Town Manager – Michael Scott) See attached information.....93

Business Items:

1. Special Event: Third Street Farmers Market: The business owners of Oak City Collections and Twisted Willow are requesting to hold a Farmers Market the second and fourth Saturdays from June until October 14th from 9am until 2:00pm. This request includes amplified sound and the closure of 100 block of South Third Street.
(Planning Director – Stephen Wensman) See attached information.....95

2. Consideration and request for approval to adopt the Parks and Recreation Comprehensive Master Plan
(Parks and Recreation Director – Gary Johnson) See attached information.....99

3. Consideration and request for approval to enter into an agreement with WithersRavenel in the amount of \$52,500 for identification and classification of all water service lines in the Town’s service area
(Public Utilities Director – Ted Credle) See attached information.....101

4. Consideration and request for approval to adopt Resolution No. 729 (12-2023) supporting the study of a water and sewer authority in Johnston County
(Town Manager – Michael Scott) See attached information.....115

Councilmember’s Comments

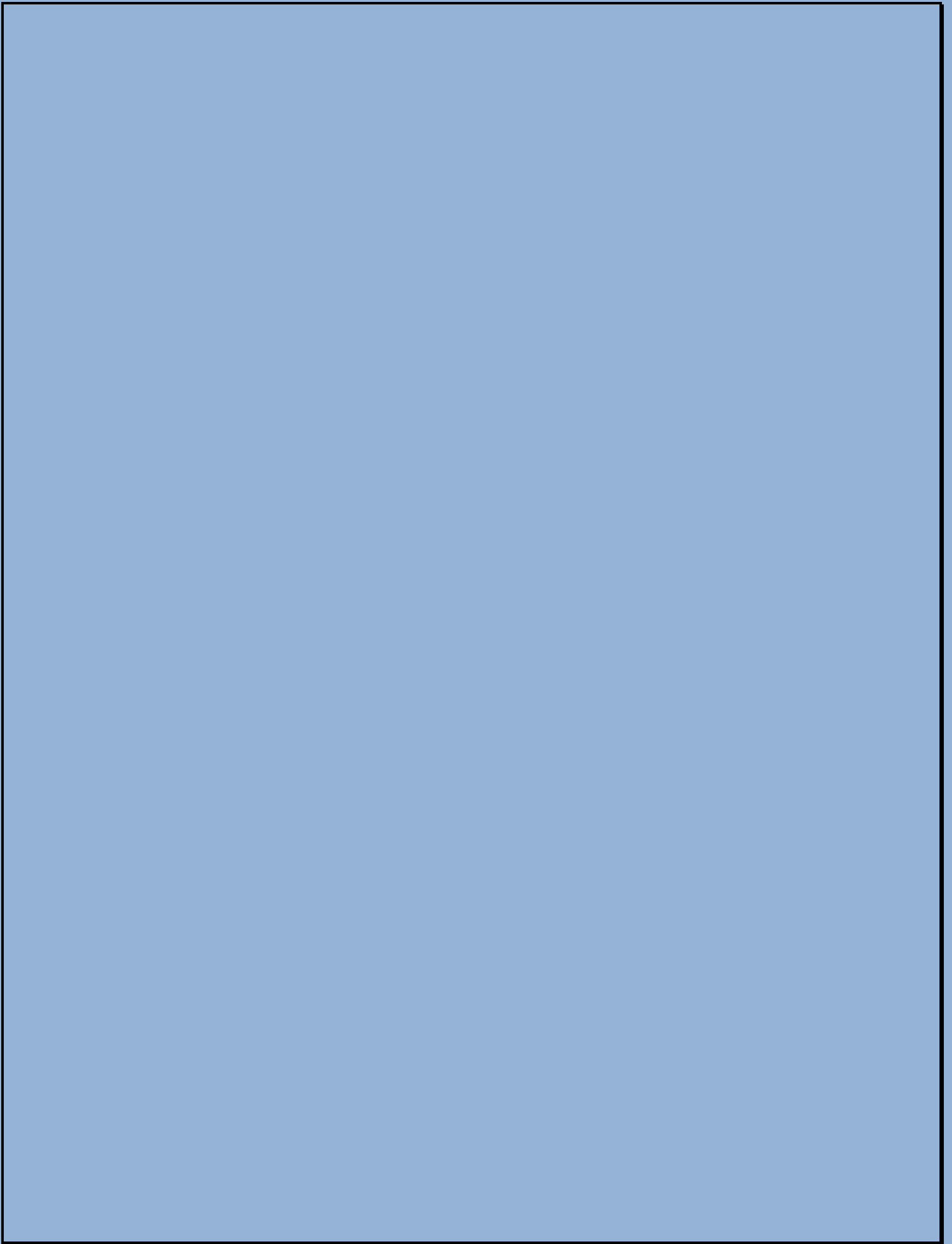
Town Manager’s Report

- Financial Report (See attached information).....139
- Department Reports (See attached information).....143
- Manager’s Report (Will be provided at the Meeting)

Closed Session: Pursuant to NCGS 143-318.11 (a)(6) – To discuss personnel matters.

Adjourn/ Recess

Public Hearing





Request for Town Council Action

Public Hearing **FY 2023-2024 Budget**
Date: 06/06/2023

Subject: FY 2023-2024 Budget Proposal
Department: General Government
Presented by: Michael Scott, Town Manager; Greg Siler, Finance Director
Presentation: Public Hearing

Issue Statement

The Manager's Proposed Budget was provided to the Town Council on May 17, 2023. The following presentation is in accordance with the public hearing requirements of NC general Statute, 159-11 (b) and 159-12.

Financial Impact

Total Town Budget for FY 2024.

Action Needed

Hold a Public Hearing for the Proposed FY 2023-24 Budget for the Town of Smithfield.

Recommendation

Complete the Presentation and Public Hearing. Evaluate approving proposed budget and ordinance.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report

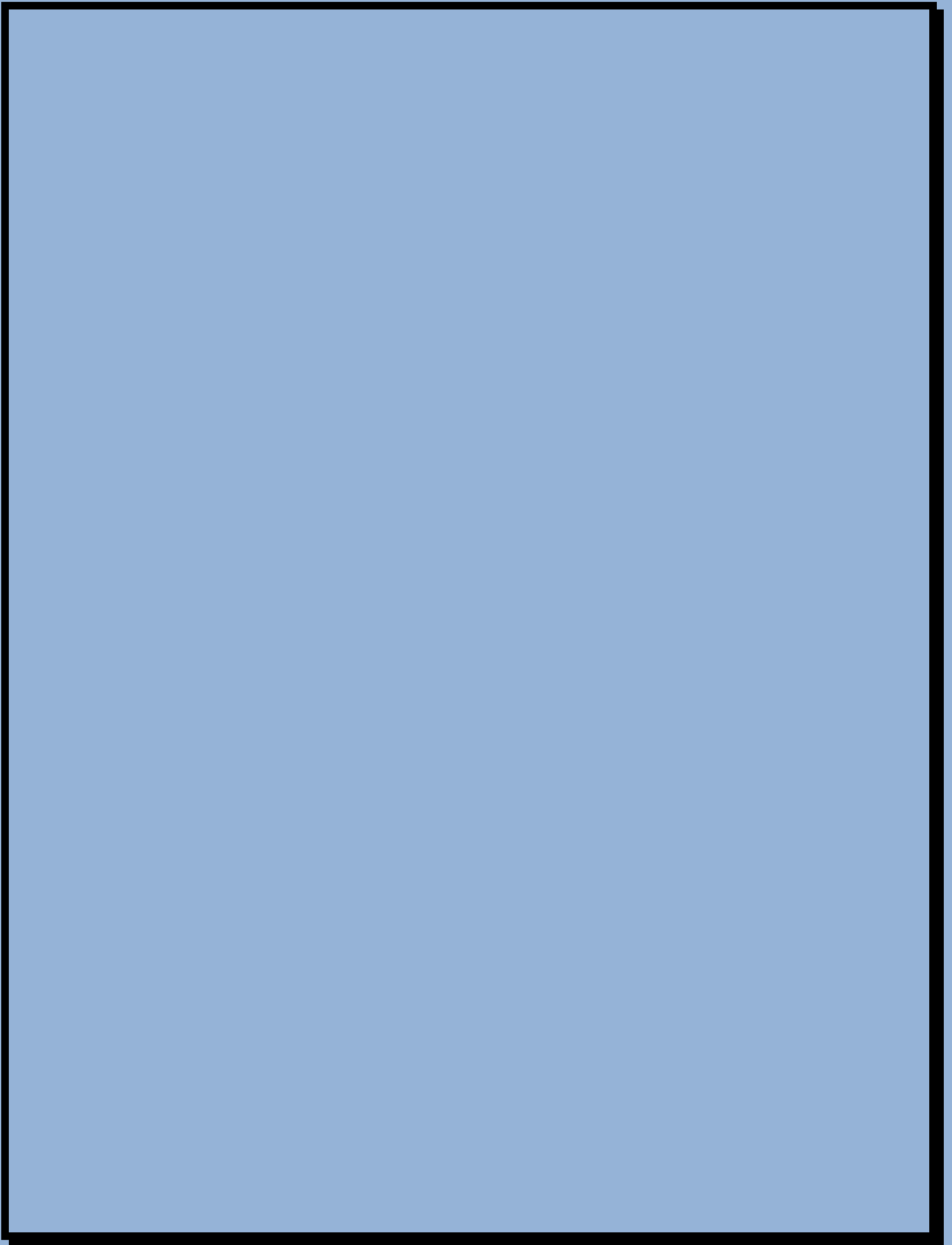


STAFF REPORT

FY
Business 2023-
Agenda 2024
Budget
Date: 6/06/23

Town staff has provided input and worked since December 2022 to create a draft budget for the Town. The draft budget was provided to the Town Council on March 7, 2023 and a series of workshops were held in March, April and May. The Manager's proposed budget was provided to the Mayor and Town Council on May 17, 2023 with a copy available for viewing on the Town's website and in the Town Clerk's office. Notice was also provided to the media. A presentation will be made to the Mayor, Town Council, and the Public at the Council Meeting on June 6, 2023 at 7:00 pm at Town Hall. 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 ordinance must be adopted by the majority of the sitting Town Council before July 1, 2023.

Consent Agenda Items



The Smithfield Town Council reconvened its April 4, 2023 Special Meeting on Monday, April 11, 2023 at 6:00 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Roger Wood, At-Large

Administrative Staff Present

Michael Scott, Town Manager
Michael Brown, Fire Chief
Ted Credle, Public Utilities Director
James Grady, Interim Chief of Police
Gary Johnson, Parks and Recreation Director
Tim Kerigan, Human Resources Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Reconvene: April 4, 2023 Meeting

Mayor Moore reconvened the meeting at 6:01 pm

1. General Fund

a. Police Department

Interim Chief of Police James Grady highlighted the Police Department's FY 2023-2024 budget which included the following:

- Salaries: 3% decrease due to the removal of two traffic officers. Grant funds for these two positions have expired.
- Group Insurance: Town Manager Michael Scott informed the Council that an 8% increase had been budgeted for group insurance. Staff learned the actual increase was 6%.
- Employee Separation Allowance: 28% increase due to recent retirements.
- Equipment Supplies & Maintenance: 15% increase due to fire extinguisher replacements and two digital speed limit signs for the downtown area.
- Community Policing Projects: 63% increase for additional community policing projects.
- Capital Outlay: \$121,140 was proposed for the following:
 - \$110,500 – 2 patrol vehicles with equipment
 - \$8,640 – New alarm and camera for the new building
 - \$2,000 – Metal shelving for new evidence room
- Items requested, but not included in the Budget
 - \$17,400 – Detective Laptops and Docking Stations
 - \$29,000 – Officer Laptop, Printer and Stands
 - \$110,500 – 4 patrol vehicles were requested, 2 were included in the budget
 - \$6,000 – Radar Units
 - \$7,000 – Landscaping for building expansion
 - \$7,000 – Stripe and Sealing of new parking lot
 - \$3,200 – Community Event Cooker
 - \$7,000 – Gazebo and Table for employees
 - \$144,400 + Vehicles & Equipment – 2 grant funded Police Officers not retained
 - \$72,200 + Vehicle & Equipment – 1 additional Community Police Officer

Mayor Pro-Tem Dunn questioned if the 2 grant funded police officers would be losing their jobs. Interim Chief of Police Grady responded the positions would be eliminated and the officers would be reassigned to patrol.

Councilman Scott questioned the number of vacancies in the department. Interim Chief Grady responded there were seven vacancies.

Councilman Barbour stated that officer retention remained an issue even though the Council has approved various departmental incentives. The Town Manager reminded the Council of the five recent retirements which added to the vacancies.

b. Fire Department

Fire Chief Michael Brown highlighted the Fire Department FY 2023-2024 budget which included the following:

- Salaries: 5% increase due to career ladder promotions and salary increases from last fiscal year.
- Overtime: 10% increase due to staffing issues and part-time employees being unable to cover a shift.
- Professional Fees: 32% increase due to the increase in fees.
- Uniforms: 99% increase. Replacement of turn out gear had historically been budgeted in the capital outlay line when it should have been budgeted in the uniform line. Finance Director Greg Siler explained that Capital Outlay items were typically one time purchases and not reoccurring expenses such as turn out gear.
- Capital Outlay: \$77,500 was proposed for the following:
 - \$22,500 – Fire Hose Replacement
 - \$22,000 – SCBA Containment Unit
 - \$35,000 – Battery Operated Extrication Tools
- Items requested, but not included in the Budget:
 - \$400,000 – 6 New Firefighters
 - Structure Change – Lieutenants to Captains
 - \$900,000 – Fire Engine
 - \$22,400 – Strategic Plan
 - \$8,000 – Drone with Infra-Red

Mayor Moore questioned the Service Awards and Recognition line item stating that snacks for late night calls was similar to the request made by the Smithfield Firefighter’s Association.

Councilman Barbour questioned if the Smithfield Selma High School Fire Academy had requested the \$1,000 budgeted for assistance with the program. Chief Brown responded they had not requested the funding.

Chief Brown explained that he requested additional personnel because the call volume continues to increase. He further explained that 25.2% of the calls for service were overlapping. Also, by requesting 6 new firefighters that only added two people to each shift since Fire personnel work 24-hour shifts.

Chief Brown explained his proposal for structural change in the Fire Department. His proposal included eliminating the Lieutenant position. All Lieutenants would be moved into Captain positions.

Recess

Councilman Barbour made a motion, seconded by Councilman Stevens, to recess the meeting to Monday April 17, 2023 at 7:00 pm. The meeting recessed at approximately 8:32 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

DRAFT

The Smithfield Town Council reconvened its April 4, 2023 I Meeting on Monday, April 24, 2023 and held a Special Meeting at 7:00 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Roger Wood, At-Large

Administrative Staff Present

Michael Scott, Town Manager
Michael Brown, Fire Chief
Ted Credle, Public Utilities Director
James Grady, Interim Chief of Police
Gary Johnson, Parks and Recreation Director
Tim Kerigan, Human Resources Director
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Due to the lack of a quorum at the April 17th budget meeting, Council could not vote on any matters.

April 4, 2023 Regular Meeting Continuation

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn to reconvene the April 4th meeting. Unanimously approved.

April 4, 2023 Meeting Adjournment

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to adjourn the April 4th meeting. Unanimously approved. The meeting adjourned at approximately 7:03 pm

April 23, 2023 Special Meeting

Mayor Moore called the Special Meeting to order at 7:03pm

I. Approval of the Special Meeting Agenda

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve the agenda as submitted. Unanimously approved.

II. FY 2023-2024 Budget Discussions

1. Non-Departmental Requests

Town Manager Michael Scott informed the Council there was currently \$9,000 budgeted for local school support. This amount is unchanged from the current fiscal year.

i. Innovation Academy

The Innovation Academy requested \$3,000. Funding in FY 2022-2023 was \$1,000.

ii. Johnston County Career & Technical Leadership Academy (JCCTLA)

The Career and Technical Leadership Academy requested \$1,500. Funding in FY 2022-2023 was \$1,000. Principal Sheila Singleton explained the funds would be used for prom and graduation.

Councilman Barbour questioned if Early College and JCCTLA were the same program. Ms. Singleton responded that they were two separate programs. Councilman Barbour stated the same funding should be offered to the Early College also.

iii. Neuse Charter School

Neuse Charter School requested \$5,000. Funding in FY 2022-2023 was \$1,000. Emily Harris explained that the \$5,000 would be used for uniforms for various athletic groups

iv. Smithfield Middle School

Smithfield Middle School requested \$1,000. Funding in FY 2022-2023 was \$1,000. Principal LaShunda Faison explained the \$1,000 would be used for a teacher appreciation lunch/gift.

v. **Smithfield Selma High School**

Smithfield Selma High School requested \$2,000. Funding in FY 2022-2023 was \$2,000. Principal David Allen explained the \$2,000 would be used for teacher appreciation.

vi. **South Smithfield Elementary**

South Smithfield Elementary School requested \$1,000. Funding in FY 2022-2023 was \$1,000. Hadley Stewart explained the funds would be used for teacher and staff appreciation.

vii. **West Smithfield Elementary**

West Smithfield Elementary School requested \$2,000. Funding in FY 2022-2023 was \$2,000. Principal Derrick McNeil explained the requested funds would be used for school supplies and student incentives.

III. **Consideration and request for approval to apply for a grant offered by NCDEQ**

Public Utilities Director Ted Credle addressed the Council on a request to apply for a grant offered by NCDEQ. He explained that to comply with EPA guidance for developing and maintaining service line inventory, the Town will be required to identify the existence of lead and copper water lines. The Division of Water Infrastructure will be offering funding specifically to identify, inventory and replace lead service lines and lead connectors throughout the water systems. The Division has developed a process by which local governments can request low-interest loans or grant funding. Staff was requesting Council approval to solicit funding from NCDEQ for the identification and classification of lead and copper lines within the Town's water system.

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve the solicitation for funding and authorize the Town Manager to execute the appropriate paperwork. Unanimously approved.

IV. **Fee Schedule**

Public Works

Cemetery Services: Crypt Opening & Closing Services increased from \$700.00 to \$725.00. Public Works Director Lawrence Davis explained this fee should have been included in the current fiscal year's fee schedule, but it was inadvertently missed.

Parks and Recreation

Athletic Field / Court Rentals: Portable Mound Fee \$20.00 per rental upon availability and field usage. Parks and Recreation Director Gary Johnson explained this was a newly proposed fee.

Summer Camp (8:30 am – 4:30 pm) / \$25 Non-Refundable Deposit: Proposed \$15.00 increase for residents from \$110.00 to \$125.00 and for nonresidents from \$150.00 to \$165.00. Parks and Recreation Director Gary Johnson explained this was due to the increase in cost to hold the camps.

Commercial Rental Fees: Eliminates the discount for multiple rental of the same facility.

Councilman Stevens questioned if staff had investigated the cost of renting the amphitheater. Town Manager Michael Scott stated responded that staff was still working on a proposal for the Council. There were some concerns that the new amphitheater could become a venue for weddings.

Planning

Storm Water Permit -Residential and nonresidential: non- exempt was added to this fee
Exempt: a newly added fee of \$300

Planning Director Stephen Wensman explained that a lot of projects were exempt and this was simplifying the process.

Electric

Town Manager Michael Scott explained there was a 2% increase in all electric rates and fees based on the UFS study.

Water Fees

Town Manager Michael Scott informed the Council that UFS was reviewing the Town's water rates.

Sewer Rates & Landfill Tipping Fees

The Town Manager informed the Council it was uncertain if Johnston County was going to increase landfill tipping fees and sewer fees.

Police

Parking Violations: On Sidewalk: this fee was increased from \$25.00 to \$50.00 and the word "curb" was added.

Adjourn

Being no further business, Councilman Barbour made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 9:01 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council met in regular session on Tuesday, May 2, 2023 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

Michael Scott, Town Manager
Michael Brown, Fire Chief
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Director
James Grady, Interim Police Chief
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Also Present

Robert Spences, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Wood made a motion, seconded by Councilman Stevens, to approve the agenda with the following amendments:

Add to the Presentations:

Item 1: Proclamation: Honoring Municipal Clerks Week in the Town of Smithfield

Item 5: Proclamation: Declaring June 2, 2023 as National Gun Violent Awareness Day in the Town of Smithfield

Item 6: Presentation to Fire Chief Michael Brown from SkillsUSA

Add to the Consent Agenda:

Item 9: Special Event: Neuse River Amphitheater Grand Opening- The Smithfield Parks and Recreation Department is requesting to hold an event on Friday, May 5, 2023. The request includes amplified sound, fireworks and food trucks

Item 10: Consideration and request for approval to appoint John Bilott and Michell Verburgt to the DSDC Board of Directors with adoption of Resolution No. 725 (08-2023)

Remove from the Business Item:

Item 1: Consideration and request for approval to enter into an agreement with WithersRavenel in the amount of \$52,500 for identification and classification of all water service lines in the Town's service area

Presentation

Unanimously approved

PRESENTATION:

1. Proclamation: Honoring Municipal Clerk's Week in the Town of Smithfield

Mayor Moore presented Town Clerk Shannan Parrish with a proclamation honoring Municipal Clerk's Week and expressed his appreciation for her dedication and service

2. Proclamation: Honoring Fire Captain Bentley Powell's 20+ Years of Service to the Town of Smithfield

Mayor Moore presented retired Fire Captain Bentley Powell with a proclamation honoring his 20 years of service with the Town of Smithfield.

PROCLAMATION

In Honor of Fire Captain Arthur Bentley Powell's
20+ Years of Dedicated Service
to the Town of Smithfield

WHEREAS, Arthur Bentley Powell has been a dedicated employee of the Town of Smithfield for more than 20 years; and

WHEREAS, Arthur Bentley Powell retired on May 1, 2023 and is being honored for his years of service as a member of the Smithfield Fire Department; and

WHEREAS, throughout his professional career, Arthur Bentley Powell helped advance the Smithfield Fire Department by serving in a variety of roles including Firefighter, Engineer and ultimately as a Captain; and

WHEREAS, through his dedication and service to the residents of the Town of Smithfield and Johnston County, Arthur Bentley Powell directly contributed to creating a safer and more resilient community; and

WHEREAS, Arthur Bentley Powell has earned and deserves this public recognition for his many years of service and commitment to the Town of Smithfield.

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

3. 2022 Police Department Officer of the Year Award

Interim Chief of Police James Grady informed the Council that Officer Jonathan Boyce had been selected as the Smithfield Police Department's 2022 Officer of the Year. Members of the department nominate officers for this award. Once nominated, the Team Commanders vote based on the nominations on who will receive this award, and it is presented to the Interim Chief for final approval. Officer Boyce has been with the Smithfield Police Department for 2 years. Officer Boyce was always willing to go above and beyond in the performance of his duties. He always has a positive attitude. He was an asset to the Department and the Town.

4. Administering Oath of Office to New Police Officer – James Davis

Mayor Moore administered the Oath of Office to new Police Officer James Davis and welcomed him to the Town of Smithfield

5. Proclamation: Declaring June 2, 2023 as National Gun Violent Awareness Day in the Town of Smithfield

Mayor Moore read the following proclamation:

PROCLAMATION
DECLARING JUNE 2, 2023 TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY IN THE
TOWN OF SMITHFIELD

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000-gun homicides every year; and

WHEREAS, according to current statistics of EveryStat.org, North Carolina has 1,350-gun deaths every year, with a rate of 13 deaths per 100,000 people, a crisis that costs the state \$19.5 billion each year. North Carolina has the 24th highest rate of gun deaths in the United States; and

WHEREAS, local governments spend a combined average of nearly 35 million dollars each day to deal with the aftermath of gun violence across America; and

WHEREAS, communities across the nation, including Smithfield, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is a Town Council's highest responsibility; and

WHEREAS, Federal and State laws support the Second Amendment rights of law-abiding citizens while keeping guns out of the hands of those convicted of violent felonies; and

WHEREAS, by wearing orange, on June 2, 2023, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield declares the first Friday in June, June 2, 2023, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

6. Presentation from SkillsUSA North Carolina

Councilman Barbour presented an award to Fire Chief Michael Brown for his assistance with the SkillsUSA firefighter competition.

PUBLIC HEARINGS:

- 1. Unified Development Ordinance Text Amendment – Town of Smithfield (ZA-23-03):** The applicant was requesting an amendment to Unified Development Ordinances, Article 10, Part 1, Section 10.95, Airport Height Hazard Overlay (AHH) to help insure safe movement of aircraft near the Johnston County Regional Airport.

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

Planning Director Stephen Wensman explained staff was requesting approval of an update to the Airport Height Hazard Overlay (AHH) regulations in Article 10, Section 10.95 and associated definitions in Appendix A. Mr. Wensman explained that he participated in a stakeholder group to assist and guide the update to the Johnston County Regional Airport Master Plan. As part of this update, the consultants for the airport identified needed updates to local regulations per the FAA model ordinance. The updates to Article 10, Section 10.95 and associated definitions in Appendix A reflect the recommended changes. The

amendment provides clearer description and guidance on the various airport zones as it pertains to dimensional characteristics, height, and lighting requirements. The amendment also updates certain terms found within the AHH Overlay ordinance

Consistency Statement (Staff Opinion):

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

Recommendation:

Planning Staff and Planning Board recommend approval of the zoning text amendment, ZA-23-03, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the May 2, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council. There were none

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

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

Councilman Barbour made a motion, seconded by Councilman Wood, to approve zoning text amendment, ZA-23-02, amending Section 7.3 of the UDO to allow 2 accessory structures per residential lot finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

- 2. Unified Development Ordinance Text Amendment – Town of Smithfield (ZA-23-04):** The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinances, Article 6, Section 6.6, Tables of Permitted Uses and Activities that will remove government offices as a permitted use in the light industrial and heavy industrial zoning districts

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

Planning Director Stephen Wensman explained staff was requesting the approval of an ordinance amendment to Article 6, Section 6.6 Table of Uses and Activities to strike "government offices" from the Light Industrial (LI) and Heavy Industrial (HI) Districts. Government offices were currently a permitted use in the Light and Heavy Industrial zoning districts. Given the importance of industrial land to the tax base, staff is recommending the government offices be stricken as a permitted use.

Consistency Statement (Staff Opinion):

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

Recommendation:

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-23-04,

with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the May 2, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour requested that a definition of a government office be added to the ordinance.

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

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

Councilman Barbour made a motion, seconded by Councilman Stevens, to move to approve zoning text amendment, ZA-23-04, amending Article 6, Section 6.6 Table of Uses and Activities to strike “government offices” from the Light and Heavy Industrial Districts finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest and also to add a definition for “government offices”. Unanimously approved.

3. Unified Development Ordinance Text Amendment – Town of Smithfield (ZA-23-05): The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinances, Article 10, Section 10.1 that will restrict the severe pruning of regulated landscaping.

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

Planning Director Stephen Wensman explained staff was requesting the Planning Board recommend approval of an ordinance amendment to Article 10, Section 10.11. Maintenance to prohibit severe pruning of required landscape trees. As part of the Planning Board’s quarterly review of the UDO discussed and recommended that Staff update the landscape maintenance section of the UDO to address severe pruning of required trees.

Pollarding/ topping crepe myrtles has been a common form of pruning for this species, however, this past season, the practice has spread to other required landscape trees that has negatively impacted required street yards throughout the Town. Topping and Pollarding are similar, however, Pollarding is an acceptable form of pruning that does not damage the trees if done properly, most often by a skilled arborist. For the most part, the pruning occurring in the Town of Smithfield to required landscape trees can be best described as topping.

The Town’s landscape ordinance has requirements for understory, canopy trees and shrubs. Canopy trees are intended to get large and provide shade in the landscape. The landscape ordinance requires 2” caliper, 12–14-foot high trees that will exceed 35 feet at maturity. Understory trees are typically for ornamental purposes to be planted at about 8-10 feet in height and to remain under 35 feet at maturity. The purpose of the ordinance is to have a mix of shade trees and ornamental trees on a development site. By topping or pollarding, landscapers are attempting to keep the trees small, defeating the purpose of the ordinance. In many cases the topped trees are kept at a 3-6’ height, the same height as a mature shrub.

The proposed ordinance would prohibit severe pruning such as topping and pollarding such that the trees can grow with a natural form.

Consistency Statement (Staff Opinion):

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

Recommendation:

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-23-05, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the May 2, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Stevens asked if this ordinance affected residential and commercial properties. Mr. Wensman responded this only affected commercial properties.

Councilman Scott questioned how this would be enforced. Mr. Wensman responded that staff would educate businesses on the ordinance change.

Mayor Pro-Tem Dunn stated that some of the older Bradford Pear Trees had become overgrown and there was no way to get them under control without excessive pruning. Mr. Wensman responded that Bradford Pear trees were now considered a nuisance tree. Those trees should be cut down and replaced.

Councilman Barbour stated the Bradford Pear Trees on Second Steet have been destroyed because of being planted under power lines. He further stated that those trees were unsightly. Mr. Wensman agreed.

Town Manager Michael Scott explained that there had been some discussion from the Appearance Commission about replacing the Bradford Pear Trees.

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

Lanie Thomas of Swift Creek Nursery encouraged the Council to do whatever they could to keep the Crepe Myrtle trees from being topped.

Elizabeth Temple informed the Council that she would like the Bradford Pears of Second Street to remain.

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

Councilman Wood made a motion, seconded by Councilman Scott, to approve of zoning text amendment, ZA-23-05, amending Article 10, Section 10.11., finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

CITIZEN'S COMMENTS:

- Jud Patterson informed the Council that the Farmer's Market was a success. He expressed his appreciation to the Council for approving the Farmer's Market. He requested that the Farmer's Market be allowed to continue through the summer.
- Elizabeth Temple provided a brief history of prominent historians from the Town of Smithfield. She requested that a marker be erected in their honor.
- Allen Hall addressed the Council on some concerns about the Farmer's Market. He claimed there were discrimination and equity issues with the market.

- Erika Hall explained she was a representative of Downhome North Carolina. She invited everyone to attend an event at Smith-Collins Park on May 11th.
- John Bilott owner of Twisted Willow and co-sponsor of the Farmer’s Market responded to the concerns expressed earlier by Mr. Hall.

CONSENT AGENDA:

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to approve the following items as listed on the Consent Agenda:

1. The following minutes were approved:
 - March 23, 2023 – Budget Session
 - March 27, 2023 – Budget Session
 - April 3, 2023 – Budget Session
 - April 4, 2023 – Regular Meeting
2. Special Event – Spring Carnival: Approval was granted to Inners Shows, Inc. to hold a carnival at the Carolina Premium Outlet from May 12, 2023 until May 29, 2023.
3. Special Event – HealthQuest: Approval was granted to HealthQuest to hold a member appreciation event on May20, 2023 from 10:00 am until 2:00pm at 514 North Brightleaf Boulevard. Food Trucks and amplified sound were also approved.
4. Approval was granted to allow employees to donate sick time to an employee in the Recreation Aquatics Department
5. The following budget amendments were adopted:

ARPA FUND

1. Expenditures

20-76-0000-5970-9100 ARPA - Transfer to Other Capital Projects	\$ 2,064,847	\$ (739,511)	\$ 1,325,336
20-20-5100-5700-7401 Police Building Expansion	609,000	438,031	1,047,031
20-20-5300-5700-7400 Fire Truck	875,000	135,580	1,010,580
20-10-4100-5700-7400 Land Purchase/Heath Properties	-	165,900	165,900
	<u>\$ 3,548,847</u>	<u>\$ -</u>	<u>\$ 3,548,847</u>

To use ARPA funds to fund additional cost for fire truck purchase, police building expansion and the purchase of land (Heath Property condemnation)

General Fund

2. Expenditures

10-60-6200-5700-7400 Aquatic Center - Capital Outlay	\$ 91,500	\$ 75,152	\$ 166,652
10-00-9990-5300-0000 General Fund Contingency	228,603	(75,152)	153,451
	<u>\$ 320,103</u>	<u>\$ -</u>	<u>\$ 320,103</u>

To fund additional cost of boilers at the Aquatics Center as approved at the March 7, 2023 Council meeting

GENERAL FUND CAPITAL PROJECT FUND

3. Revenue

46-60-3300-3307-0011 Grant - ESHPF (Hastings House)	<u>\$ -</u>	<u>\$ 178,674</u>	<u>\$ 178,674</u>
-----------------------------------------------------	-------------	-------------------	-------------------

Expenditure

46-60-6200-5700-7409 Hastings House Repairs	\$ _____ -	\$ 178,674	\$ 178,674
---------------------------------------------	------------	------------	------------

To establish and fund Hastings House Repairs of \$43,647 as approved at the March 7, 2023 Council meeting

WATER/SEWER CAPITAL PROJECT FUND

4. Revenue

45-75-3870-3870-0315 Transfer From W/S Fund (EDA Sewer Outfall Line)	\$ 1,095,880	\$ 38,000	\$ 1,133,880
----------------------------------------------------------------------	--------------	-----------	--------------

Expenditure

45-71-7220-5700-7427 EDA Sewer Outfall Pipe Construction	\$ 3,757,880	\$ 38,000	\$ 3,795,880
----------------------------------------------------------	--------------	-----------	--------------

To correct the funding for the EDA/Sewer Outfall Pipe grant administrative cost

Water Fund

5. Expenditures

30-71-7200-5300-3306 Water Fund Salary Adjustments	\$ 105,000	\$ (105,000)	\$ -
30-00-9990-5300-0000 Contingency	250,001	105,000	355,001
	<u>\$ 355,001</u>	<u>\$ -</u>	<u>\$ 355,001</u>

To correct a posting error in the original FY22-23 budget.

- 6. Approval of a grant agreement with Johnston County for Water Plant Improvements
- 7. Board Appointment: Rick Childrey was reappointed to a third term on the Library Board of Trustees.
- 8. New Hire Report

<u>Recently Hired</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$22.96/hr. (\$47,756.80/yr.)
Firefighter I	Fire	10-20-5300-5100-0200	\$16.87/hr. (\$35,089.60/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$22.90/hr. (\$51,204.40/yr.)
P/T Athletic Staff	P&R – Recreation	10-60-6200-5300-0210	\$10.00/yr.
P/T SRAC Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0230	\$10.00/hr.

<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>
Administrative Assistant	PW – Streets	10-30-5600-5100-0200
Animal Control Officer	Police	10-20-5100-5100-0200
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
Facilities Maintenance Specialist	PW – General Services	10-20-5300-5100-0200
Licensed Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200
Police Chief	Police	10-20-5100-5100-0200
Police Officer	Police	10-20-5100-5100-0200
P/T Athletics Assistant	P&R – Recreation	10-60-6200-5100-0210
P/T Firefighter	Fire	10-20-5300-5100-0210
P/T Reception Desk Representative	P&R – Aquatics	10-60-6220-5100-0210
P/T Zoning Compliance Assistant	Planning	10-10-4900-5100-0200
Records Clerk/Specialist	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

- 9. Special Event: Amphitheater Grand Opening: Approval was granted to the Smithfield Parks and

Recreation Department to hold an event on Friday, May 5, 2023. Amplified sound, fireworks and food trucks were approved for this event.

10. Resolution No. 725 (08-2023) was adopted appointing John Bilott and Michell Verburgt to the DSDC Board of Directors

TOWN OF SMITHFIELD
RESOLUTION NO. 725 (08-2023)
Supporting Appointments to the Downtown Smithfield
Development Corporation's Board of Directors

WHEREAS, The Smithfield Town Council has received a request from the Downtown Smithfield Development Corporation's Board of Directors to appoint two members to its Board; and

WHEREAS, pursuant to Article VII of the Downtown Smithfield Development Corporation's By-Laws, the Town Council must approve any appointments/ reappointments to the Board of Directors by Resolution; and

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors have recommended the new appointments of John Bilott and Michelle Verburgt; and

WHEREAS, the Town Council is asked to consider these appointments and make a determination.

NOW THEREFORE, BE IT RESOLVED, the Town Council does hereby approve the appointments of John Bilott and Michelle Verburgt to the Downtown Smithfield Development Corporation's Board of Directors.

BUSINESS ITEMS:

1. FY 2023-2024 Budget Discussions

This item was moved to the end of the agenda following a ten-minute recess.

Councilmembers Comments:

- Councilman Barbour informed the Council that he had attended the Farmer's Market and he received a lot of positive feedback from the vendors. He congratulated the organizers for a successful event.
- Councilman Stevens commended the organizers of the Farmer's Market for their efforts. He would like to have more discussion about this event at the June meeting. Councilman Stevens reminded everyone of the Ham and Yam Festival that would be held this upcoming weekend.
- Councilman Lee expressed his appreciation to everyone that attended the ribbon cutting for the Eva Ennis Trail. Councilman Lee questioned the status of the RV Park that was to be constructed adjacent to Pine Acres. Town Manager Michael Scott responded there was not sewer allocation for that property. Councilman Lee stated the East Smithfield Improvement Organization would begin holding regular meetings. He invited members of the Police Department to attend those meetings. Councilman Lee also stated the Town of Smithfield should be celebrated at the Ham and Yam festival and it should not be a political event. Councilman Lee welcomed new resident Felicia Baxter to the Town of Smithfield
- Councilman Wood stated he was glad to be back after several weeks of dealing with medical issues.
- Mayor Moore stated there were a lot of great things happening in the Town of Smithfield. He stated he was proud of all that staff and the Council had accomplished.

Town Manager's Report:

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

- There will be an open house at the Water Plant on Thursday, May 4th from 1:00 to 3:00. A ribbon cutting is scheduled for 1:00.
- A ribbon cutting is planned for the evening of May 5th, at 7:00 at the Amphitheater, followed by live music.
- The splash pad addition at Eva Ennis Park is complete and will open as scheduled on May 26th for Memorial Day Weekend.

The Council recessed at 8:31pm

The Council reconvened at 8:40

BUSINESS ITEMS:

1. FY 2023-2024 Budget Discussions

Town Manager Michael Scott informed the Council that he created a summary of departmental requests. He asked for the Council's feedback on what they felt were priorities.

Councilman Stevens stated he would like to know the cost of adding amenities and lighting to the dog park. Mayor Moore stated the houses in the area needed to be considered when thinking about adding lighting to the dog park.

Councilman Lee stated he would like to add speed humps to Martin Luther King Jr. Drive to slow down the traffic especially since the trail and splash pad expansion has been completed.

Councilman Scott stated there was a large amount of overall non-departmental requests this fiscal year. He stated the Council should be fair with all of the school requests. He also asked the Council to remember the employees and employee benefits.

Councilman Scott further stated the Town needed to adequately fund the DSDC, but there needed to be some oversight and prioritizing of projects.

Councilman Rabil agreed with Councilman Stevens that more amenities were needed at the dog park. Benches, shade structures and lighting should be considered. Councilman Rabil stated that all schools should receive the same level of funding. He also would like for Partnership for Children, Recovery Alive and the Smithfield Firefighter's Association to receive some level of funding.

Mayor Pro-Tem Dunn stated that staffing for the fire department will be critical in the future. He also stated that all schools should receive the same level of funding. He felt it was important to provide funding for Partnership for Children and Smithfield Firefighter's Association.

Councilman Wood questioned where the artificial turf would be installed. Parks and Recreation Director Gary Johnson responded it would be installed in front of the soccer goal boxes. Councilman Wood asked for an explanation of the NEO Gov software being requested by the Human Resources Director. Tim Kerigan provided a brief overview of the software.

Councilman Scott asked if Johnston County was going to raise its sewer rates. The Town Manager responded that the Johnston County Public Utilities Director was requesting a rate increase. UFS has also been updating the Town's water rate structure. UFS will present those findings to the Council at the May 4th budget meeting.

Councilman Stevens questioned if some of the American Rescue Plan Act (ARPA) funds should be used for large ticket items like a fire engine or a garbage truck. The Town Manager responded that ARPA funds could be used for those types of expenditures.

Recess

Councilman Barbour made a motion, seconded by Wood, to recess the meeting until May 4, 2023, at

7:00 pm to be held in the Fire Station Training Room. The meeting recessed at approximately 9:37 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: 06/06/2023

Subject: End of School Celebration
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Smithfield PD and Lifespring Church to have an End of School celebration on June 10, 2023.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Smithfield Police Department and LifeSpring Church are requesting to hold Hello Summer End of School Celebration at Smith-Collins Park. This event will be held on June 10, 2023 from 12-4 pm. Amplified sound will be used during that same time. This event will give area kids the opportunity to play on bounce houses, eat snow cones, popcorn and hotdogs. (6) event trash cans have been requested. Smithfield Police Department will provide security.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound _____
 - Requires closure or blockage of Town Street
 - Involves Food Trucks
 - Requires Security (potential safety, security concerns)
 - Involves structures larger than 200 square feet and canopies larger than 400 square feet
 - Involves Town Park property
 - Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Hello Summer: End of School Celebration	Smith-Collins Park, E Lee St, Smithfield
Name of Event	Location of Event/Use (exact street address)

APPLICANT:

Name Officer J. S. Carroll, Smith

Address 110 S Fifth St, Smithfield,

Phone number 919-934-2121

Email address jscarroll@smithfieldpd.org

Event date June 10th, 2023

Event start time 12pm

Event set up time 10am

Sound Amplification Type Speaker with music

Sound Amplification Time 12pm-4pm

PROPERTY OWNER:

Name Town of Smithfield

Address _____

Phone number _____

Email address _____

Will alcohol be sold or served? Y or N

Event end time 4pm

Event cleanup time 4pm-6pm

Will food or goods be sold? Y or N

Food Trucks (if applicable) N/A (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

If any town streets require closure, please list all street names. N/A

Are event trash cans needed? Y or N How many? 6

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

End of school celebration for area kids with Smithfield PD and
Life Spring Church where kids can play on bouncy houses and
eat snocones and popcorn and hotdogs.

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

J.S. Carroll J.S. Carroll 1304 05/22/2023
Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] Date: 5/25/23



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 06/06/2023

Subject: Piano Festival
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Parks and Recreation to hold a Piano Festival on June 23, 2023 at 150 S. Front Street (Amphitheater)

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Smithfield Parks and Recreation is requesting to hold a Piano Festival on June 23, 2023 at 150 S. Front Street. The festival will begin at 7:00 pm and end at 9:00 pm. Food or goods will be sold. Amplified sound will be used between 7:00-9:00 pm. No trash cans or police are being requested.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound _____
 - Requires closure or blockage of Town Street
 - Involves Food Trucks
 - Requires Security (potential safety, security concerns)
 - Involves structures larger than 200 square feet and canopies larger than 400 square feet
 - Involves Town Park property
 - Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Piano Festival	150 S. Front Street (Amphitheater)
Name of Event	Location of Event/Use (exact street address)

APPLICANT:

Name Smithfield Parks and Recreation

Address 600 M. Durwood Stephenson Pky

Phone number (919) 934-2148

Email address gary.johnson@smithfield-nc.com

Event date Friday, June 23, 2023

Event start time 7:00 pm

Event set up time 6:00 pm

Sound Amplification Type Piano w/ speakers

Sound Amplification Time 7:00 pm - 9:00 pm

PROPERTY OWNER:

Name Smithfield Parks and Recreation

Address 600 M. Durwood Stephenson Pkwy

Phone number (919) 934-2148

Email address gary.johnson@smithfield-nc.com

Will alcohol be sold or served? Y or N

Event end time 9:00 pm

Event cleanup time 9:00 pm - 10:00 pm

Will food or goods be sold? Y or N

Food Trucks (if applicable) 1 **(Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).**

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

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

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

Are event trash cans needed? Y or N How many? 0

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

Piano Concert celebrating independence day co-sponsored by the Smithfield Parks and Recreation Department and Clayton Festival

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Gary Johnson _____ [Signature] _____ 5-11-23 _____
Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] _____ Date: 5/15/23



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 06/06/2023

Subject: Red, White & Brew Food Truck Rodeo
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow the Downtown Smithfield Development Corporation (DSDC) to hold a Red, White and Brew Food Truck Rodeo.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

The DSDC is requesting to hold a Red, White and Brew Food Truck Rodeo. This event would be held in the 100 block of S. Third Street. This request includes the closure of the street. Amplified sound would be used from 1:00-6:00pm. Alcohol will be sold. Food trucks will be selling food. Smithfield police have been requested to offer security. (10) event trash cans have been requested.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event DSDC Event
 - Over 100 people in attendance
 - Live Band or Amplified Sound
 - Requires closure or blockage of Town Street
 - Involves Food Trucks
 - Requires Security (potential safety, security concerns)
 - Involves structures larger than 200 square feet and canopies larger than 400 square feet
 - Involves Town Park property
 - Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

<u>Red White & Brew Food Truck Rodeo</u> Name of Event	<u>100 block of S. Third Street</u> Location of Event/Use (exact street address)
---------------------------------------------------------------	-------------------------------------------------------------------------------------

APPLICANT:

Name Sarah Edwards

Address 200 S. Front Street Smithfield, NC 27577

Phone number (919) 934-0887

Email address sarah@downtownsmithfield.com

Event date 7/2/2023

Event start time 1:00pm

Event set up time 11:30am

Sound Amplification Type Music via PA

Sound Amplification Time 1-6pm

PROPERTY OWNER:

Name Town of Smithfield

Address 350 E. Market Street

Phone number (919) 934-2116

Email address michael.scott@smithfield-nc.com

Will alcohol be sold or served? Y or N

Event end time 6:00pm

Event cleanup time 7:00pm

Will food or goods be sold? Y or N

Food Trucks (if applicable) ~11 (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

If any town streets require closure, please list all street names. 100 block of S. Third Street

Are event trash cans needed? Y or N How many? 10

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

Family-friendly event with food trucks, local breweries and wineries. With the move of the Independence Celebration to the amphitheatre, this event will extend the celebration into the downtown core, and encourage people to spend more time downtown.

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Sarah Edwards [Signature] 5/22/2023
 Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] Date: 5/25/23



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 06/06/2023

Subject: Mitchico Duff
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Mitchico Duff to hold a fentanyl awareness event on October 8, 2023 from 12:00pm-4:00pm.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Mitchico Duff is requesting to hold a fentanyl awareness event at Smith-Collins Park on October 8, 2023 between 12:00-4:00 pm. Amplified sound will be used between 12:00-2:00pm. This event is intended to bring an awareness to the dangers of fentanyl and ways to help the community with the mental health crisis. No trash cans have been requested and no streets will be closed.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound Microphone
 - 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 (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

<u>It's Bigger Than Me-Mitchico's Voice</u> Name of Event	<u>Smith-Collins Park</u> Location of Event/Use (exact street address)
--------------------------------------------------------------	------------------------------------------------------------------------------------

APPLICANT:

Name Mitchico Duff

Address 3951 Hwy 242 Dunn, NC 28334

Phone number (919) 464-5970

Email address duffmissy34@gmail.com

Event date October 8, 2023

Event start time 12:00 pm

Event set up time 10:00 am

Sound Amplification Type Microphone/ PA System

Sound Amplification Time 12:00-2:00 pm

PROPERTY OWNER:

Name Town of Smithfield

Address 350 E. Market Street Smithfield, NC 27577

Phone number (919) 934-2116

Email address _____

Will alcohol be sold or served? Y or N

Event end time 4:00 pm

Event cleanup time 4:00 pm

Will food or goods be sold? Y or N

Food Trucks (if applicable) 0 (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

Will any town property be used (i.e., streets, parks, greenways)? Smith-Collins Park

If any town streets require closure, please list all street names. N/A

Are event trash cans needed? Y or N How many? _____

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

Bringing awareness to the community of the dangers of Fentanyl and ways to help the community with the mental health crisis.

Temporary Use Submittal Checklist:

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

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

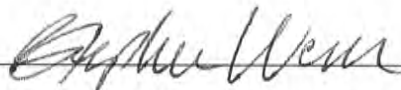
Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Applicant's Name (Print) _____ Signature _____ Date _____

Planning Director Signature:  Date: 4/25/23



Request for Town Council Action

Consent
Agenda
Item: Audit
Agreement
Date: 06/06/2023

Subject: Contract Consideration with Thompson, Price, Scott, Adams & Co., P.A. to Perform the Town of Smithfield Audit for Fiscal Year Ending June 30, 2023.

Department: Finance Department

Presented by: Finance Director – Greg Siler

Presentation: Consent Agenda Item

Issue Statement: Approved Thompson, Price, Scott, Adams & Company, P.A. to perform **Town's** annual audit for fiscal year 2023.

Financial Impact:

\$26,700 except for fees incurred in obtaining required audit evidence (i.e., bank confirmations). This is 7 percent or \$1,750 higher than last fiscal year.

Action Needed:

Approve contract to audit accounts to Thompson, Price, Scott, Adams & Company, P.A.

Recommendation: Staff recommends approval of the contract and authorization to allow the Town Manager to execute the contract on behalf of the Town.

Approved: Town Manager Town Attorney

Attachments:

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



Staff Report

Consent
Agenda
Item: Audit
Agreement

An audit contract fee of \$26,700 is proposed by Thompson, Price, Scott, Adams & Company, P.A. to perform the **Town's** 2023 fiscal year audit. The fee is \$1750 more than last fiscal year and is for auditing the financial records of the governmental and business-type activities, a single audit of any federal and state awards over \$500,000, and the preparation of financial statements for each fund. The audit contract is an annual agreement which must be approved each year by Council and the Local Government Commission. Thompson, Price, Scott, Adams & Company, P.A. was approved by Council in March, 2017, to perform the **Town's audits** beginning Fiscal Year 2017.

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

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

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

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

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board TOWN COUNCIL
of	Primary Government Unit 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 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
-----	--------------------------------	-------------------------------------------------

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). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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 in accordance with 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).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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 Auditing 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 the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change 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.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

CONTRACT TO AUDIT ACCOUNTS

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit 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.

CONTRACT TO AUDIT ACCOUNTS

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. 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 and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to 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 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

CONTRACT TO AUDIT ACCOUNTS

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

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

32. 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.

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

CONTRACT TO AUDIT ACCOUNTS**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 *Government 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:

Name:**Title and Unit / Company:****Email Address:**

Greg Siler

Finance Officer / Town of Smithfield

greg.siler@smithfield-nc.com

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	TOWN OF SMITHFIELD
Audit Fee	\$ 24,450
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 2,250
All Other Non-Attest Services	\$ STANDARD HOURLY RATES IF REQUIRED


DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$


CONTRACT TO AUDIT ACCOUNTS

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 05/12/23	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT


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

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

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



May 12, 2023

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, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Smithfield as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) 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 (GAAS). 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 GAAP 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 GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards.

2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

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

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and 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. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award 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).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit will be conducted in accordance with GAAS; 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. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable 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, there is an unavoidable risk 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 GAAS 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

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.

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.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures-Internal Controls

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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 Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 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. We may also assist in preparing year end cash to accrual entries. 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.

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 and that you have reviewed and approved the financial statements, the schedule of expenditures of federal 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.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility 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), rules, 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.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (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. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal or State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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 of each opinion unit 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. You are 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 June 1, 2023.

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, and COVID-19-related concepts, such as lost revenues, if applicable) 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 (GAAP). 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 Scope and 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 publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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.

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 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

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.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately June 1, 2023, and to issue our reports no later than October 31, 2023. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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 \$26,700. 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.

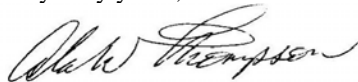
Reporting

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. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. 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.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) 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) 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.

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

Very truly yours,



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

RESPONSE:

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

Management signature: _____



Title: _____ ✓

Date: _____ ✓

Governance signature: _____



Title: _____ ✓

Date: _____ ✓

CC: Town Council



Request for Town Council Action

Consent 210 Park
Agenda Master
Item: Plan
Date: 06/06/2023

Subject: 210 Park Master Plan and Design Services
Department: Parks and Recreation
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Consent Agenda Item

Issue Statement

The Parks and Recreation Department is requesting to enter into a contract with McAdams Company for developing the 210 Park Master Plan and design services.

Financial Impact

Approved Budgeted Amount for FY 2022-2023: \$37,500.00

Amount of Purchase/Bid/ Contract: NTE \$37,900.00

Action Needed

Approval to enter into a contract with McAdams Company for developing the 210 Park Master Plan and design services and adoption of Resolution No. 726 (09-2023).

Recommendation

Approval to enter into a contract with McAdams Company for developing the 210 Park Master Plan and design services and adoption of Resolution No. 726 (09-2023)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. McAdam Proposal
3. Resolution No. 726 (09-2023)



STAFF REPORT

Consent 210 Park
Agenda Master
Item: Plan
Date: 06/06/2023

In the FY 22/23 Budget, the Parks and Recreation Department requested and was allocated funds for design services, the development of a master plan, design and completing a PARTF grant application for the future park planned for the property that was acquired on Hwy 210. The 210 Park Master Plan comes on the tail end of the Parks and Recreation Comprehensive Park Master Plan that was just developed and completed by McAdams Company in February of 2023.

The Parks and Recreation Department recommends and requests that it be allowed to enter into contract with McAdams and Company for design services, to develop the 210 Park Master Plan and complete the PARTF Grant application. The Parks and Recreation Department received a proposal for these services from McAdams Company to not exceed the amount of \$ 37,900.00.

The Parks and Recreation Department is requesting the Town exempt this project from the QBS process per G.S. 143-64.32 which authorizes a unit of local government to exempt itself from the Mini-Brooks Act, which means it will not be required to use the QBS process to select an architect, engineer, surveyor, or alternative construction delivery method, provided the cost of the services do not exceed \$ 50,000.00. This is accomplished by adoption of a Resolution by the Town Council. The Parks and Recreation Department is making this request as we are extremely satisfied with the work provided by McAdams Company on the Parks and Recreation Comprehensive Master Plan and the design of the Neuse River Amphitheater as the design team for Balfour Beatty Construction. McAdams Company, as part of the scope for the Parks and Recreation Comprehensive Master Plan, developed a conceptual drawing for this project. This exemption from the QBS process will expedite the 210 Park project and put the Town in better position to apply for PARTF and other grants sooner rather than later.

The Parks and Recreation Department is requesting the Town enter into contract with McAdams Company for design services, developing the master plan and completing the PARTF Grant application for the 210 Park Project and exempting the contract from the Mini-Brooks Act based on G.S. 143-64.32.

April 24, 2023

Mr. Gary Johnson, Director
Smithfield Parks and Recreation Department
600 M Durwood Stephenson Pkwy
Smithfield, NC 27577

**RE: Smithfield 210 Park Master Plan
Smithfield, North Carolina
PTOS23001**

Dear Mr. Johnson:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is our understanding the Town of Smithfield is looking to develop a site master plan for a 20-acre property (PIN xxx) located in Southwest Smithfield off Highway 210. Based on the recommendations from the Town’s recently adopted comprehensive systemwide parks and recreation master plan – which included a high-level concept plan for the 210 property, we understand the recreational program for the park to include at minimum: multipurpose athletic fields, covered gathering areas, and play structures.

The following outlines the scope of services we propose to complete the master plan process.

Assumptions:

This proposal is based on the following assumptions:

- > This proposal is for master planning services only. Other services offered by McAdams, including but not limited to, preparation of site specific Civil Engineering and Landscape Architectural construction and permit documents can be provided under a separate agreement.
- > McAdams will work closely with the Town staff within the Parks and Recreation Department to complete the plan. McAdams will be provided information necessary to complete the plan.
- > Any additional consultants or services beyond those specifically indicated within the proposal will be additional.
- > The Town of Smithfield will be the only permitting authority for stormwater management.
- > No riverine flood study is required for the development of this site. Any riverine flood study work identified as required will be quoted at the appropriate time.
- > Access to the property will be made available during the project via the Town of Smithfield Parks and Recreation Director.
- > Previously completed park master plans, site surveys, geotechnical reports, investigations, and studies will be provided to McAdams by the Town.
- > This proposal excludes public and stakeholder engagement for the PARTF application. Summaries of all stakeholder engagement meetings (civic clubs, advisory boards/councils) will be provided to McAdams by the Town for incorporation into the grant application package.
- > The Town of Smithfield will provide McAdams with information and signatures necessary to maintain eligible to apply for the grant – including, but not limited to: The Applicant’s Basic Facts and Assurances and The Attorney’s Certification of Site Control.

- > PARTF grant funding is competitive and partially based on a points system. Town of Smithfield, outside of the information required to be developed by McAdams, will provide McAdams with the components of the grant necessary to earn points including but not limited to meeting minutes and associated documents and plans.
- > The Parks and Recreation Authority, a board appointed by the Governor and the General Assembly, selects PARTF grant recipients. McAdams assumes the client understands that the application's ranking based on the PARTF Scoring System is only ONE of seven factors the Authority members consider when selecting grant recipients.
- > This proposal excludes meetings with Recreation Resources Service. It is the responsibility of the Town of Smithfield to initiate a review of the grant application if it chooses.
- > It is the responsibility of the Town of Smithfield to submit the grant application package to North Carolina State Parks.
- > Any additional consultants or services beyond those specifically indicated within the proposal will be additional.

BASIC SERVICES + FEES:

We propose the following services:

Site Investigation

FEE: \$8,000

- > **Land Use + Regulatory Review - \$1,300**

McAdams will coordinate with Town of Smithfield's Parks and Recreation Department and Planning Staff to understand the general regulatory context. As part of this process we will review applicable codes and ordinances that would govern development across the parcel(s).

- > **Site Analysis - \$2,700**

McAdams will complete a site analysis, including one site visit to assess the existing physical, environmental, and aesthetic condition of the park to gain an understanding of the general context of the site (site access, adjacent land uses, proximity to other parks and civic uses, pedestrian connections, general character, etc.). Our team will provide a preliminary review of existing civil utilities for the property. The review will include desktop review of publicly available design, as-built, or system network information provided to McAdams for potable water, fire protection, storm drain, and sanitary sewer. No capacity analysis or modeling will be provided as part of this analysis.

- > **Electronic Base Map Preparation - \$1,000**

This task includes preparation of an electronic base map (GIS data to be provided by the Town of Smithfield or readily available via on-line GIS database) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (streams, floodways / floodplain), adjacent roads, utilities (as available), site access, topography, existing structures, etc.

- > **Preliminary Protected Species Assessment & Cultural Resource Environmental Review - \$1,500**

A preliminary threatened and endangered species assessment of the project area for Federally Listed Threatened and Endangered Species will be conducted. USFWS's Information for Planning and Consultation online tool will be used to identify protected species and habitat that may be impacted. NC Natural Heritage Data Explorer will be consulted to identify occurrences of natural resources located in the project area.

A review of the North Carolina State Historic Preservation Office (SHPO) National Registry records will be conducted to determine if there are any recorded historic structures, cemeteries, or historic properties within the project area and/or within 0.25 miles of the project boundary. A request for an environmental

review will be submitted to identify archeological sites and solicit comments from SHPO. The agency's response is usually provided within 30 days of submittal and will be forwarded upon receipt.

> **Desktop Surface Water & Wetland Review - \$1,000**

McAdams will conduct a preliminary assessment of the proposed project location for jurisdictional waters of the U.S. USGS topographic, National Wetlands Inventory, soil survey, floodplain, and county GIS mapping will be used to identify potential surface waters, wetlands and riparian buffers on the subject site. The end-product will include a map showing the approximate location of jurisdictional areas identified.

> **Preliminary Stormwater Due Diligence - \$500**

Complete due diligence analysis to determine applicable stormwater regulations for the site. Determine watershed, soil type, and presence of floodplain via desktop review. Identify any concerns or limitations of the site related to stormwater management and water resources. This task does not include any submittal packages or construction drawings.

Community Engagement

FEE: \$4,600

> **Two (2) Public Workshops – \$4,600**

McAdams will facilitate two public engagement workshops throughout the design process. The format of the workshop will be determined collaboratively by design team and Town staff, but will be all-inclusive, transparent, and engaging.

This proposal recommends the two workshops take place (approximately two hours each) during the following key project milestones:

- > Initial community engagement workshop to solicit input on proposed park program elements and amenities, park character, and recreation needs.
- > Presentation of the master plan for feedback and comment.

Concept Design + Master Plan

FEE: \$16,210

> **Conceptual Design - \$8,740**

Based on information gathered from the analysis and public input phases, McAdams will develop a concept plan for review by Town staff. The concept plan will depict the overall design concept to include recommendations for programming renovations, and improvements to open shoreline sight lines and improve safety and security. The concept plan will initially be hand drafted in black and white ink. The team will provide the initial concept plan to the Town for review and comment.

Once comments are received, the team will provide a refined concept plan sketch to the Town for approval prior to digitalizing and rendering. This task allows for one round of comments by the Town. Additional revisions required to address subsequent comments will be billed separately based on the attached hourly rate schedule. Based on the approved concept plan, the team will digitalize and render the final concept plan. The final plan will be a color rendering of the concept plan in 24 x 36 format.

> **Cost Estimate - \$2,100**

The design team will provide a master plan level estimate of probable cost for the final master plan design. Our team of skilled cost estimators and extensive project experience has allowed us to develop a database of construction costs from which to draw. Without a detailed pond evaluation, jurisdictional waters delineation or grading plan, the master plan cost estimate has limitations and will use high-level, per-acre costs for certain elements.

> **Final Master Plan Document - \$5,370**

McAdams will prepare a final master plan document including the final master plan design and a summary of the process and findings/recommendations. At a minimum, the master plan will include a project overview (executive summary), regulatory review, summary of the site analysis, , summary of recreational needs based on documentation of the public meetings, discussion of concept alternatives, and narrative .

PARTF Grant Application

FEE: \$4,640

> **Project Description + Justification - \$1,300**

The Project Description and Justification, alongside the PARTF Site Plan, are the key documents the Authority will use evaluate grant applications and decide which projects to fund. McAdams will prepare the project description to include a list of the proposed recreational facilities, a description of the property as it exists, and characteristics of the areas adjacent to and around the site. The justification is the applicant's opportunity to present the project's significance to the Authority. McAdams will clearly convey in writing the importance of the project to the Town and the community, why outside funding is needed to make the project a reality, and how the proposed project will positively impact the community at large.

> **Grant Exhibit, Site Vicinity Map, Cost Estimate + Environmental Review - \$2,300**

McAdams will work with the Town to develop the project program based on recommendations from the Little River Park Master Plan and the Town's budget. Based on information gathered, McAdams will develop a prepare a color-coded exhibit in compliance PARTF grant application. The exhibit existing project design including: recreation elements, location of amenities, vehicular and pedestrian circulation. The design team will provide a master plan level estimate of probable cost for the design and construction. Using GIS, The team will accurately and adequately address each Environmental Review component to allow DNCR to determine if the proposed project will comply with the requirements of the State Environmental Policy Act (SEPA).

> **Final draft application, delivery to the Town of Smithfield, and one round of edits - \$1,040**

McAdams promises to deliver a complete grant application to the Town prior to March 15th, 2024, the deadline by which local governments must submit the draft application to their Recreation Resources Service (RRS) regional consultant for a technical review to ensure that the application is complete. McAdams will perform edits as directed by the Town per RRS.

Client Meetings + Project Management

FEE: \$3,950

We believe diligent project management and proactive communication result in more successful projects. This task includes internal and external team coordination; maintenance of project schedules, key milestones and deliverables; virtual client meetings as needed, QA / QC review, and processing of invoices. In addition to general project management, this task includes the following formal meetings:

- > Two (2) x 2 hour design meetings with Town Staff
- > One presentation to Town Council (assumes standard agenda meeting rather than longer work session).

This task assumes a project duration of five (5) months from notice to proceed and an average of one (1) hour per week of time dedicated to project management and coordination. If the project schedule is extended for any reason, additional fees may apply.

ADDITIONAL SERVICES:

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

REIMBURSABLES:

FEE: \$500

Reimbursables will be billed in accordance with the attached Rate Schedule.

SERVICES TOTAL FEE NOT TO EXCEED: \$37,900

EXCLUSIONS

The following services are not included in this Agreement, but can be provided by McAdams, if desired, under a separate contract:

- > Site Survey;
- > Pond evaluation;
- > Detailed demographic analysis;
- > Statistically valid survey;
- > Multiple concept alternatives;
- > Wetland and stream concurrence with U.S. Army Corp of Engineers;
- > Detailed Flood studies for local jurisdictions or FEMA;
- > Wetlands permitting, wetlands surveying (can be quoted separately if required);
- > Site engineering, structural, or electrical engineering, or landscape architecture construction documents (can be quoted separately);
- > Project scope increase or change;
- > Additional meetings/presentations beyond those detailed above;
- > Design beyond master plan level detailed above;
- > Signage design;
- > Structural engineering design or assessment services;
- > MEP or Fire Protection engineering design or assessment services;
- > Site/Civil engineering design or assessment services;
- > Specialized roofing consultant;
- > Maintenance plans;
- > Permitting;

- > Hazardous materials sampling, testing, design for building interiors;
- > Surveying and subsurface geotechnical field investigations or reports;
- > Fire flow readings and analysis;
- > Review agency fees;
- > Preliminary programming and cost analysis of additional building size or quantity than those listed above;
- > All other services not listed within the scope section above.

DELIVERABLES

- > One (1) electronic copy and one (1) hard copy (up to 36" x 42" size) of the final rendered concept plan.
- > One (1) electronic and one (1) hard copy of the master plan document including any site investigation reports and graphics.

SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. A more detailed schedule and list of milestones may be coordinated directly with the Project Manager and Town of Smithfield.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER'S RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed / execution of contract.
- > Timely approval of sketches and draft reports presented for Owner approval.
- > Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove.
- > Notification of public meetings requiring McAdams' attendance.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

MCADAMS

Jenn or Shweta

RC/lk

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

TOWN OF SMITHFIELD
RESOLUTION No. 727 (10-2023)
EXEMPTING THE 210 PARK MASTER PLAN
FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Smithfield proposes to enter into one or more contracts for design services for work on the 210 Park Master Plan; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent CDBG –
Agenda Plan
Item: Amendment
Date: 06/06/2023

Subject: Amendment to the CDBG Anti-displacement & Relocation Assistance Plan

Department: General Government

Presented by: Town Manager – Michael Scott

Presentation: Consent Agenda Item

Issue Statement

An Amendment to the CDBG Anti-displacement & Relocation Assistance Plan is needed and this can be accomplished with the adoption of Resolution No. 727 (10-2022)

Financial Impact

N/A

Action Needed

Adoption of Resolution No. 727 (10-2022) by the Town Council to amend the CDBG Anti-displacement & Relocation Assistance Plan originally adopted on September 4, 2018

Recommendation

Staff recommends adoption of Resolution No. 727 (10-2022) amending the CDBG Anti-displacement & Relocation Assistance Plan

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 727 (10-2022)



Staff Report

Consent CDBG –
Agenda Plan
Item: Amendment

On September 4, 2018, the Town Council adopted various Community Development Block Grant (CDBG) plans/policies. Adoption of these policies was a requirement of the CDBG application. One such policy was the Anti-displacement and Relocation Assistance Plan. In the original policy, temporary relocation payments were not specifically addressed. The amendment to the policy addresses this issue.

Staff is requesting adoption of Resolution No. 727 (10-2022) amending the CDBG Anti-displacement & Relocation Assistance Plan previously adopted in 2018.

Town of Smithfield
Resolution No. 727 (10-2023)
Community Development Block Grant Program
Guide form Residential Anti-displacement and Relocation Assistance Plan Under Section
104 (d) of the Housing and Community Development Act of 1974 as Amended

Amended To Include Temporary Relocation Payment Schedule

The Town of Smithfield (Town) recognizes that during the course of administering a CDBG program it sometimes becomes necessary to relocate businesses and residences, as applicable. In the event that it should become necessary, the following Plan is provided as a guide form for any anti-displacement or relocation assistance that may be required.

UNDER THIS PLAN THE TOWN will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, in accordance with Section 104(d) and all other provisions of the Act.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Town will make public and submit to the North Carolina Department of Commerce the following information in writing.

1. A description of the proposed assisted activity.
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income units as a direct result of the assisted activity.
3. A time schedule for the commencement and completion of the demolition or conversion.
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and time schedule for the provision of replacement dwelling units.
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1 bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

The Town will provide relocation assistance as described in the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(2) to each household displaced by the demolition of housing or by the conversion of a dwelling to another use as a direct result of CDBG assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Town will take the following steps to minimize the displacement of persons from their homes:

STEPS TO MINIMIZE THE DISPLACEMENT OF PERSONS FROM THEIR HOMES

1. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation or reconstruction.
2. Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
3. Prior to the initiation of public work activities, the Town will emphasize the approval of routes that will not result in the displacement of persons from their homes. Prior to considering the approval of a public works project that will displace a person from their home, the Town's engineering firm will provide a description of alternate design (route) considerations and why the proposed route that will displace a person from their home(s) is the best option.

In the event that the displacement of persons from their homes does occur, the Town will follow procedures of 49 CFR Part 24 "*Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice*" regulations and its adopted "Optional Coverage Relocation Policy" as may be applicable to the individual situation.

The Town's payment schedule for temporary relocation is attached.

Adopted this the 6th day of June, 2023 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Shannan Parrish, Town Clerk

Relocation – Temporary Payments

In the event individuals must be temporarily dislocated during housing rehabilitation/reconstruction activities, households will be eligible to receive:

Lodging:

- Hotel/Motel rates must be comparable with applicable rates for lodging based on hotels/motels located in the Town of Smithfield area. Program Administrator will assist the household in securing lodging.

If staying with family, vacant house, etc. rates cannot exceed rate if using a hotel/motel.

Per Diem Meals:

- A temporarily relocated individual can receive the following meal per diem per day.
 - Breakfast - \$ 8.00
 - Lunch - \$11.00
 - Supper - \$18.00



Request for Town Council Action

Consent
Agenda
Item: CDBG –
Budget
Ordinance
Amendment
Date: 06/06/2023

Subject: Amendment to the CDBG Budget Ordinance
Department: General Government
Presented by: Town Manager – Michael Scott
Presentation: Consent Agenda Item

Issue Statement

An Amendment to the CDBG Budget Ordinance is needed due to higher than anticipated clearance cost.

Financial Impact

The Financial impact will be to the CDBG budget. \$12,075 will be added to Clearance Activities and the same amount will be reduced in the Rehabilitation of privately owned dwellings activities.

Action Needed

Adoption of the amended Budget Ordinance

Recommendation

Staff recommends adoption of the amended budget ordinance

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Amended Project Budget Ordinance



Staff Report

Consent
Agenda
Item: CDBG –
Budget
Ordinance
Amendment

On March 3, 2020, the Town Council adopted a Budget Ordinance for the Community Development Block Grant (CDBG). The budget ordinance outlined how the \$750,000 in grant funds would be spent. Due to rising clearance cost, an amendment is needed in the amount of \$12,075. The Clearance Activity line would be increased and the rehab line would be decreased.

Staff is requesting adoption of the amended budget ordinance.

**TOWN OF SMITHFIELD
GRANT PROGRAM BUDGET
CDBG NEIGHBORHOOD REVITALIZATION PROJECT 18-C-3076
PROJECT BUDGET ORDINANCE AMENDMENT**

Be it ordained by the Town Council of the Town of Smithfield, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Budget is hereby adopted:

Section 1. The Project authorized is the Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) Project between the Town and the North Carolina Department of Commerce Rural Economic Development Division. This project is more familiarly known as the Southeast Dunn Neighborhood Revitalization Project.

Section 2. The officers of this unit are hereby directed to proceed with the grant program budget within the terms of the grant documents, the rules and regulations of the NC Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this Project:

NC Department of Commerce CDBG-NR	<u>\$750,000</u>
Total	<u>\$750,000</u>

Section 4. The following amounts are appropriated for the Project:

Clearance	\$ 37,075
Housing	\$637,925
Administration	<u>\$ 75,000</u>
Total	<u>\$750,000</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds will be requisitioned from the State after submission of documentation to the Town. The Town upon actual receipt of CDBG-NR funds will make disbursement of funds from the State. Compliance with all Federal and State procurement regulations is required.

Section 7. The program administrator or local government staff is directed to report quarterly to the elected board on the status of the program. A signed copy of the quarterly report must be submitted to the NC Department of Commerce grant representative for review.

Section 8. The Finance Officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 9. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

**TOWN OF SMITHFIELD
GRANT PROGRAM BUDGET
CDBG NEIGHBORHOOD REVITALIZATION PROJECT 18-C-3076
PROJECT BUDJET ORDINANCE AMENDMENT**

Section 10. Copies of this grant project ordinance shall be made available to the budget officer and the Finance Officer for direction in carrying out this Project.

Adopted this the 6th day of June, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan Parrish, Town Clerk



Request for Town Council Action

Consent Charter
Agenda Amendment
Item: - TJCOG
Date: 06/06/2023

Subject: Charter Amendment changing the name of Triangle J.
Council of Governments to Central Pines Regional Council

Department: General Government

Presented by: Town Manager – Michael Scott

Presentation: Consent Agenda Item

Issue Statement

Triangle J. Council of Governments is requesting that a resolution be adopted by the Town Council whereby amending its charter

Financial Impact

N/A

Action Needed

Council adoption of Resolution No. 728 (11-2023) approving the Charter amendment of the Triangle J. Council of Governments

Recommendation

Staff recommends adoption of Resolution No. 728 (11-2023) approving the Charter amendment of the Triangle J. Council of Governments

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Charter Change Overview
3. Proposed Charter Amendment
4. Resolution No. 728 (11-2023)



Staff Report

Consent TJCOG –
Agenda Charter
Item: Amendment

Triangle J Council of Governments (TJCOG) is in the process of changing its legal name to Central Pines Regional Council, an action that was unanimously adopted by its Board of Delegates. This change will formally occur after 2/3 of TJCOG's local government members adopt the charter amendment reflecting the name change.

As a member of the TJCOG, the Town of Smithfield's governing body is being asked to adopt a resolution whereby amending the TJCOG's Charter.

CENTRAL PINES

REGIONAL COUNCIL

Triangle J Council of Governments (TJCOG) is in the process of changing its legal name to Central Pines Regional Council, an action that was unanimously adopted by our Board of Delegates. This change will formally occur after 2/3 of TJCOG's local government members adopt the charter amendment reflecting the name change.

REBRANDING TIMELINE

CENTRAL PINES

REGIONAL COUNCIL



WHY CENTRAL PINES?

- To distinguish ourselves as an organization within the region
- To be more representative of all communities we serve, in the Triangle and beyond
- To represent the pine tree as the North Carolina state tree
- To nod to the pine tree's rich history in our state through the production of tar, pitch, rosin, & turpentine, and as the main source of lumber for construction
- To reflect our organization's ability to change, grow, and evolve. Pine trees are easily adaptable to any soil conditions, from Moore County's sandy soil to Raleigh's red clay dirt.

MOVING FORWARD

The change will take effect on July 1, 2023 or once 2/3 of members adopt the charter.

~~Triangle J Council of Governments~~Central Pines
Regional Council
Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; and

WHEREAS, Central Pines Regional Council is the primary regional organization for its member units of local government and, where feasible, every effort should be made for member units to direct related programs to Central Pines Regional Council rather than to other agencies; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council ~~of governments.~~

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council ~~of governments~~ hereby established is the ~~Triangle J Council of Governments~~Central Pines Regional Council.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.
 - c) health care and hospital services.
 - d) recreation.
 - e) sanitation and refuse disposal.
 - f) communications.
 - g) transportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) workforce development and training, and
 - p) conservation and development of natural resources.
 - q) Emergency management. and
 - r) community and economic development.
- 3) To promote inter-governmental cooperation;
- 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
- 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
- 6) To review, upon request of any governmental unit within the ~~Triangle~~ Central Pines Region, applications of that unit for any grant in aid, federal, state or private; and
- 7) To provide services to local governments and residents in the area known as the ~~Triangle~~ Central Pines Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the ~~Triangle~~ Central Pines Region.

ARTICLE IV

Membership

- 1) The initial membership of the ~~Council of Governments~~ Regional Council shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston, Lee, Orange, and Wake, known as the ~~Triangle~~ Central Pines (~~formerly Triangle~~) Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.
- 2) ~~Membership was extended to the general purpose governmental units of and in Moore county in 2001.~~
- 3) ~~Any municipality or county in the ~~Triangle~~ Central Pines Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.~~
- 4) ~~All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.~~
- 5) ~~Any special purpose governmental agency in the ~~Triangle~~ Central Pines region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.~~

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the ~~Central Pines Regional Council of Governments~~ shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.
- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be ~~compensated~~ reimbursed, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the ~~Triangle J Council of Governments~~ Central Pines Regional Council.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of ~~Region J~~ the Central Pines Region.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice (including electronic notice) shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local

governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.

5) Proxy voting is not allowed.

6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.
- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of ~~April~~ May each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year. The Council shall notify member governments of anticipated member assessment on or before the 15th day of April each year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.
- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above, then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. :
- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may

hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.

2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

- (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.
- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.

- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.
- (h) To contract with and provide services to local governmental units within ~~Region~~ the Central Pines Region.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special

budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.

- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the ~~Council of Governments~~Regional Council.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
April 25, 2018
Date, 2023

TOWN OF SMITHFIELD
RESOLUTION NO. 728 (11-2023)
RATIFYING, ACCEPTING AND APPROVING THE AMENDED CHARTER
RESOLUTION OF CENTRAL PINES REGIONAL COUNCIL
(FORMERLY TRIANGLE J COUNCIL OF GOVERNMENTS)

Whereas, the Councils of Governments system was created by the State of North Carolina in 1970 by Governor Bob Scott designating seventeen Regional Councils to serve across the state and Triangle J Council of Governments (TJCOG), formerly the Research Triangle Regional Planning Commission, as the regional entity serving Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake counties, and the municipalities within those counties;

Whereas, the TJCOG Board of Delegates approved an organization rebrand process in its Fiscal Year 2022-2023 budget to identify and implement a new name, logo, and brand for the organization, and rebranding consultant Carrboro Creative was selected to conduct the process in the Fall of 2022;

Whereas, the proposed rebrand, including a name change from Triangle J Council of Governments to Central Pines Regional Council was presented to the TJCOG Officers, TJCOG Executive Committee, and TJCOG Board of Delegates in December, February, and March of 2023 for consideration;

Whereas, the TJCOG Executive Committee and TJCOG Board of Delegates unanimously approved the name Central Pines Regional Council and approved a proposed amended charter to reflect this change;

Whereas, the charter is TJCOG's governing document and must be endorsed by all member governments when they join the organization and by a minimum of 2/3 when amendments to the document are made;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY

that the Town of Smithfield's Town Council does hereby ratify, accept, and approve the amended Charter Resolution reflecting the organization's new name of Central Pines Regional Council. Further, the governing body authorizes that the new name will be effective July 1, 2023, or once 2/3 of the member governments approve the Charter amendment, if it is after July 1, 2023.

Adopted and approved this the 6th day of June, 2023

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Staff Report

Consent
Agenda
Item: New Hire / Vacancy Report

Background

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

In addition, please find the following current vacancies:

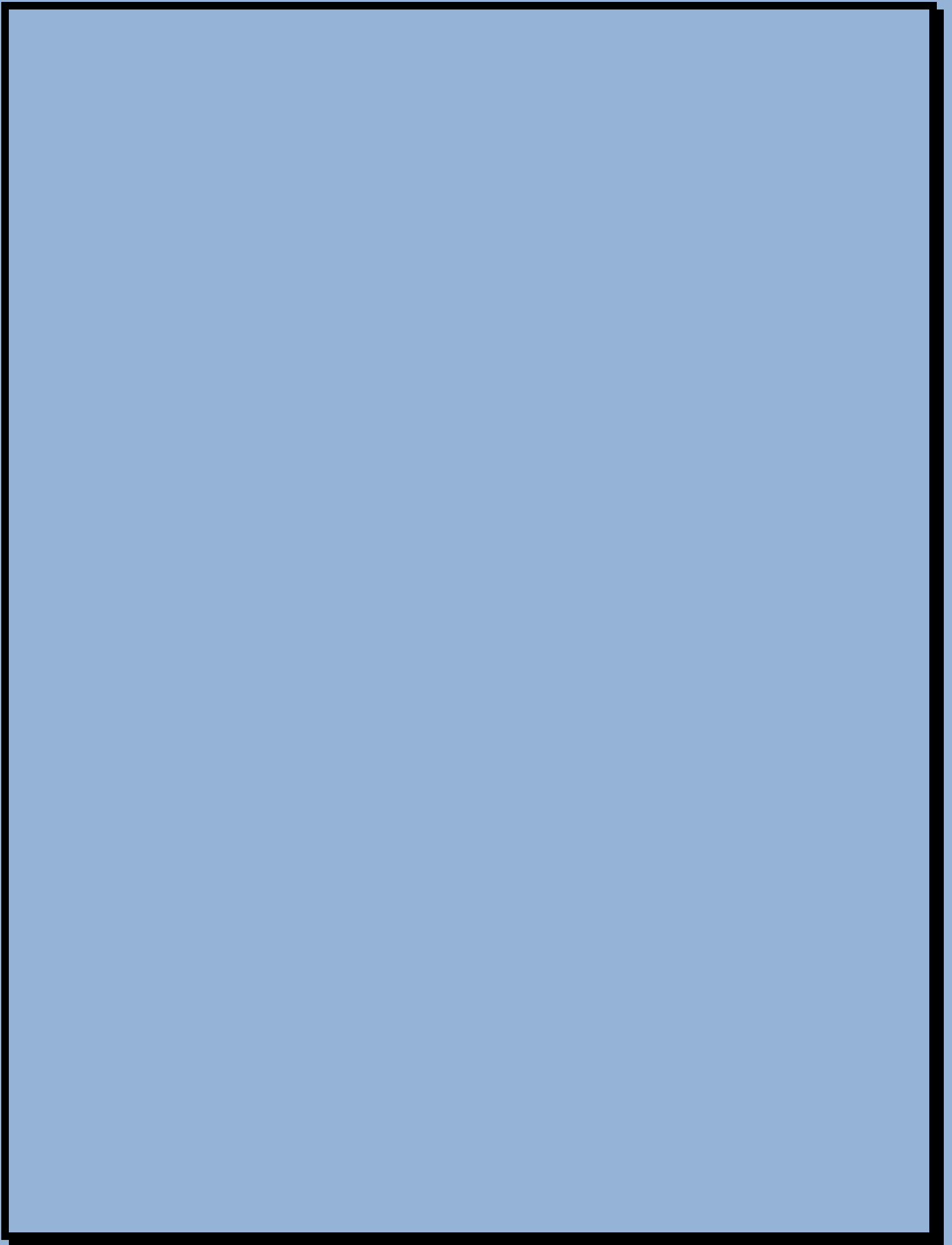
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Animal Control Officer	Police	10-20-5100-5100-0200
Licensed Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200
Police Chief	Police	10-20-5100-5100-0200
Police Officer	Police	10-20-5100-5100-0200
P/T Athletics Assistant	P&R – Recreation	10-60-6200-5100-0210
P/T Firefighter	Fire	10-20-5300-5100-0210
Records Clerk/Specialist	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2022-2023 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Administrative Assistant	PW – Streets	10-30-5600-5100-0200	\$19.57/hr. (\$40,705.60/yr.)
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$22.96/hr. (\$47,756.80/yr.)
Facilities Maintenance Specialist	PW – General Services	10-20-5300-5100-0200	\$16.87/hr. (\$35,089.60/yr.)
P/T Athletics Assistant	P&R – Recreation	10-60-6200-5100-0210	\$10.00/hr.
P/T Reception Desk Rep	P&R – Aquatics	10-60-6220-5100-0210	\$10.00/hr.
P/T Zoning Compliance Asst	Planning	10-10-4900-5100-0200	\$13.00/hr.

Business Items





Request for Town Council Action

Business Item:	Famer's Market Extension
Date:	06/06/2023

Subject: Third Street Farmers Market
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

The Council is being asked to allow Twisted Willow and Oak City Collection to hold a Farmers Market in the 100 Block S. Third Street.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

**Business
Item:** **Farmer's
Market
Extension**

Twisted Willow and Oak City Collection are requesting to extend the Farmers Market located in the 100 block of South Third Street from June-October 2023. The events will be held on the second and fourth Saturdays of each month from 9:00 am until 2:00 pm. Amplified sound will be used. Food and goods will be sold. No police have been requested. These events also require the closure of the 100 block of South Third Street.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound _____
 - Requires closure or blockage of Town Street
 - Involves Food Trucks
 - Requires Security (potential safety, security concerns)
 - Involves structures larger than 200 square feet and canopies larger than 400 square feet
 - Involves Town Park property
 - Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

<u>Farmers Market</u> Name of Event	<u>100 Block South Third Street</u> Location of Event/Use (exact street address)
----------------------------------------	-------------------------------------------------------------------------------------

APPLICANT:

Name Twisted willow, Oak City
 Address 100 Block South Third St
 Phone number 919 817 0010 - 919 333-5252
 Email address TheTwistedWillow2021@gmail.com
 Event date June - October
 Event start time 9 AM
 Event set up time ~~8 AM~~ 6 AM
 Sound Amplification Type Speakers & Live Music
 Sound Amplification Time _____

PROPERTY OWNER:

Name Town of Smithfield
 Address 350 E. Market St.
 Phone number (919) 934-2116
 Email address _____
 Will alcohol be sold or served? Y or (N)
 Event end time 2 pm
 Event cleanup time 2:30 pm
 Will food or goods be sold? (Y) or N

Food Trucks (if applicable N/A) (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

Will any town property be used (i.e., streets, parks, greenways)? 100 block South Third Street

If any town streets require closure, please list all street names. 100 block South Third Street

Are event trash cans needed? Y or N How many? _____

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

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Terri Bilott [Signature] 5/19/2023
 Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wern Date: 5/19/2023



Request for Town Council Action

Parks and
Business Recreation
Agenda Master
Item: Plan
Date: 06/06/2023

Subject: Parks and Recreation Comprehensive Master Plan
Department: Parks and Recreation
Presented by: Parks and Recreation Director – Gary Johnson
Presentation: Business Item

Issue Statement

Staff and the Recreation Advisory Board recommend the adoption of the Parks and Recreation Comprehensive Master Plan.

Financial Impact

None

Action Needed

The Parks and Recreation Department is requesting the adoption of the Parks and Recreation Comprehensive Master Plan.

Recommendation

The Parks and Recreation Department is requesting the adoption of the Parks and Recreation Comprehensive Master Plan.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Parks and Recreation Comprehensive Master Plan (Previously Provided to Council)



Staff Report

Business
Agenda
Item: Parks and
Recreation
Master
Plan
Date: 06/06/2023

Overview:

At the April 4, 2023 regular meeting of the Smithfield Town Council, Jen Beedle-Munley of McAdams Company presented the Parks and Recreation Comprehensive Master Plan. This plan is a guide for the Town and Parks and Recreation Department for the next 10 years and is a big component for grant and funding opportunities. This plan was approved by the Recreation Advisory Board and the Parks and Recreation Department is requesting and recommending it's adoption by the Town Council.

Recommendation:

Staff and the Parks and Recreation Advisory Board recommend the adoption of the Parks and Recreation Comprehensive Master Plan.

Recommended Motion:

Move to adopt the Parks and Recreation Comprehensive Master Plan.



Request for Town Council Action

Business
Agenda
Item: Award of
Contract
Date: 06/06/2023

Subject: Award of Contract for Lead & Copper Inventory Services
Department: Public Utilities
Presented by: Public Utilities Director – Ted Credle
Presentation: Business Item

Issue Statement

To comply with EPA mandated regulations, the Town wishes to engage a consulting firm to help us identify and classify all water service lines in the Town service area. To meet the EPA Lead & Copper Rule revision deadline of October 16, 2024 the task needs to begin immediately. An RFQ was advertised and staff has recommended WithersRavenel as the consultant of choice.

Financial Impact

The expense to cover this service (\$52,500) will be taken from the capital project East Smithfield Water System Improvements (45-71-7200-5700-7411), as this project will become part of the larger East Smithfield project.

Action Needed

Approve the proposed consultant, WithersRavenel, as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of WithersRavenel as the consultant and authorize the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Agreement



Staff Report

Business
Agenda
Item: Award of
Contract

In August of 2022, the EPA released Guidance for Developing and Maintaining Service Line Inventory to support all water systems in the US identify where, in their systems, lead and copper service lines exist. To this end, the EPA has mandated that all systems classify all their service lines in Town that lead to every home, business, church, school, daycare, etc. All lines, even under the houses need to be identified and classified by October 16, 2024.

To meet this requirement, the Town seeks to engage a consulting firm, as such an undertaking is beyond the scope of manpower and expertise of Town staff. Staff advertised for a Request for Qualifications (RFQ) to find experienced and qualified firms that would assist us in this process. WithersRavenel has been recommended by staff as the preferred consultant.

Staff is asking the Council to approve the recommended consultant and authorize the Town Manager to execute a contract for Lead & Copper Inventory Services, not to exceed \$52,500.00.

**



April 4, 2023

Ted Credle, Director of Public Utilities
Town of Smithfield
350 East Market Street
Smithfield, NC 27577

RE: Proposal for Professional Services
Lead and Copper Service Line Inventory and Funding Solicitation and Application Assistance
Smithfield, North Carolina
WR Project No. 23-0253

Dear Mr. Credle,

WithersRavenel is pleased to provide this Proposal for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this proposal, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Mark Smith, GISP
GIS Project Manager, Funding and Asset Management
msmith@withersravenel.com
Ph. 919.238.0401

Attachment:
Proposal for Professional Services

Town of Smithfield Smithfield, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Smithfield and formalize an agreement for the implementation and logistics for these services.

This proposal is based on the project located in Smithfield, North Carolina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this proposal and any subsequent agreements the following references shall apply:

1. Town of Smithfield shall be known as the "Client" or "Town";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. The executed proposal shall be known as the "Agreement".
5. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
6. Division of Water Infrastructure shall be known as "DWI";
7. Bipartisan Infrastructure Law shall be known as "BIL".

The Town desires assistance with the development of their Lead and Copper Rule (LCRR) Program. The Town, with the assistance of the Consultant, will assess the status of the inventory of service line materials within the system and will identify additional tasks to be completed to satisfy the compliance requirements for the LCRR Program.

The Town also wishes to pursue funding assistance from NCDEQ's DWI through the federal Infrastructure Investments and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL) and would like assistance with completing the solicitation for the Spring 2023 funding cycle and its related application. The primary objective is to obtain infrastructure funding to meet the compliance requirements.

B. Timeline for Services

Consultant will commence work upon receipt of written notice to proceed from the Client.

Task 2 - Phase I - Preliminary Service Line inventory services described herein are proposed to be completed within 180 days from Notice to Proceed (NTP).

Task 3 - Services will complete upon Consultant's submission of the proposed solicitation to the North Carolina Division of Water Infrastructure by the Spring 2023 deadline, which is 05/01/2023, and delivery of a copy of the solicitation to the Client and its related application (deadline date to be provided in the future by DWI).

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management Services

- A. Project Management Services following best practices to meet objectives, quality standards, schedule, and budget.
- B. The Consultant will develop the project scope and conduct a kickoff meeting with Client staff to obtain necessary background information including any paper maps, building construction dates, or any information about removal/replacement of lead or copper utilities.
- C. Over the course of the estimated project duration, the Consultant will also provide the following services as part of this task:
 1. Kick-Off Meeting
 2. Reoccurring updates to Client staff regarding project progress
 3. Administer the project internally
 4. Manage project processes, communication, and resources

Task 2 - Phase I - Preliminary Material Service Line (MSL) Inventory

- A. The MSL Inventory will be used to identify service lines on the public as well as the private side of the water meters.
- B. Consultant will utilize existing data provided by the Client to identify locations where potential lead and copper lines exist. These initial determinations will be based on approximate year of install.
- C. Consultant will work with Client's staff to obtain additional information about potential locations of lead and copper lines based on their institutional knowledge and historical records review.
- D. Consultant will review available data and record drawings to determine when transmission and distribution mains were installed.
- E. Consultant will prepare a preliminary Material Service Line Inventory Report to include an overview of the EPA LCRR program, summary of findings, and methodology. The report will also include a preliminary map with location of service line materials identified and/or unknown service line material locations based upon the historical data discussed above. GIS data utilized for Phase I, including map document files and their associated data, will be provided to the Client.

Task 3 - Solicitation and Application Preparation, Submittal, and Support

- A. Assemble all materials necessary for the solicitation and application as outlined in DWI's 2023 BIL Funding Program guidance.
- B. Prepare all forms, narratives, and all required documents to support the solicitation and application processes.
- C. Coordinate collection of any supporting information required for the solicitation and application.
- D. Draft required application resolutions for Client to present to Board for adoption to support the application process.

- E. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.
- F. Thoroughly understand project scope and prepare a technical project description. The description of the project will be described in enough detail that it will include the project purpose, what the project entails, as well as technical information such as estimates of size/length and materials.
- G. Develop project cost estimates based off a technical project description. Budgets will be in the format stipulated by the DWI and will also be signed and sealed by Consultant's licensed professional engineer.
- H. Circulate solicitation and application information to the Client for review and approval.
- I. Participate in any teleconferences with DWI and Client as needed.
- J. Provide other assistance, as required, to facilitate the complete solicitation and application process.
- K. Work with Client to support obtaining needed signatures of the solicitation and application materials from the Client representative;
- L. Submit solicitation and application to DWI via their approved method and by their submittal deadlines.
- M. Provide PDF copies of the submitted solicitation and application to Client. Hardcopies to be provided upon request.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- Subsurface Utility Engineering (SUE) exploration;
- Water sampling within the project study area;
- Additional location and assessment beyond point project study area;
- Training;
- GIS Support Services;
- GIS mapping services beyond the scope of this project;
- Scanning as-builts or other record drawings;
- Georeferencing and Scan-linking existing electronic documents;
- Structure prioritization matrices.

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other proposals;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Surveys for off-site improvements;
- Platting services;

○ Plot Plans;

- ALTA Surveys;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;

- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;

- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
 - a. Provide representative for communications and decisions;
 - b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
 - c. Preferred media platforms for communications with the Client;
 - d. Provide in writing, any information as to Client's requirements for design;
 - e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
 - g. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
 - h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - i. Attend Town meetings as required/needed;
 - j. Provide access to property for Consultant and subconsultants;
 - k. Discussions/negotiations with adjacent landowners;
 - l. Acquire all off-site utility and/or construction easements required for this Project;
 - m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - n. All submittal, review, or permitting fees associated with the Project;
 - o. Any legal representation requiring an attorney at law.
2. Project Specific – Task 2:
 - a. Provide full information as to its requirements and scope for the Project.
 - b. Assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous maps, old drawings, maintenance records and any other data relative to the scope of the Project.
 - c. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project, request additional scope or timing of the Consultant's services.
 - d. Review all project deliverables in a timely manner and forward submittals to Consultant as appropriate.
3. Project Specific – Task 3:
 - a. Coordinate adoption of the required DWI resolution ahead of the application deadline;
 - b. Review and execution of solicitation and application materials by authorized official ahead of the deadlines.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been estimated based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Management Services (Hourly)	\$5,000
2	Preliminary MSL Inventory - Phase I (Hourly)	\$35,000
3	Solicitation and Application Preparation, Submittal, and Support (Lump Sum)	\$12,500
Total (Not to Exceed)		\$52,500

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total hourly amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This proposal is valid 45 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and Town of Smithfield. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL



Digitally signed by Amanda Whitaker
Date: 2023.04.04 09:58:57 -04'00'

Signature Date

Amanda Whitaker
Name

Director, Funding Services
Funding and Asset Management
Title

ACCEPTED BY:

TOWN OF SMITHFIELD

Signature Date

Name

Title



Digitally signed by Mark Smith
Date: 2023.04.04 09:59:25 -04'00'

Signature Date

Mark Smith
Name

GIS Project Manager
Funding and Asset Management
Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 - Schedule is subject to change



Request for Town Council Action

Business Agenda Item:	Resolution to Study Water/Sewer Authority
Date:	06/06/2023

Subject: Consideration to Adopt Resolution to Study the potential for a **W**ater & Sewer Authority in Johnston County

Department: General Government

Presented by: Town Manager – Michael Scott

Presentation: Business Item

Issue Statement:

The Town Council is asked to consider approving a resolution to study and evaluate the advantages and disadvantages to forming a Water and Sewer Authority throughout Johnston County.

Financial Impact:

At this time, the costs are contained to staff time and Council time to become part of a steering committee to evaluate the propensity of a water & sewer authority in Johnston County.

Action Needed:

Approval resolution supporting the studying of a Water & Sewer Authority in Johnston County. **Council will also need to select one member of the Town Council to serve as the committee appointee and one member of th Town Council to serve as the committee alternate to serve on the steering committee.**

Recommendation:

Approve resolution supporting the studying of a Water & Sewer Authority in Johnston County

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 729 (12-2023)
3. NCGS 162-A Water and Sewer Authorities



STAFF REPORT

Business	Resolution to
Agenda	Study
Item:	Water/Sewer
	Authority
Date:	06/06/2023

On April 19, 2023, the Chair of the Johnston County Board of Commissioners held a meeting with the Mayors of Johnston County at Smithfield Town Hall. During the meeting a consensus was reached to formalize and effort to study the potential, advantages and disadvantages of a water and sewer authority throughout Johnston County. It was also agreed that each government entity would adopt a resolution supporting the evaluation of the feasibility of a water and sewer authority that would include each Johnston County Town and Johnston County Government. A subsequent meeting was also held on May 17th reinforcing this support.

Triangle J Council of Governments was asked to draft and circulate a resolution to all Johnston County Government entities for this purpose. The final draft of the resolution is attached.

The Council is asked to approve the resolution **and appoint 2 elected officials to serve on the steering committee**. The resolution is non-binding and is intended **to only formally approve Smithfield's desire to be part of the Johnston County** government units studying the feasibility of a water and sewer authority for Johnston County. In other words, by approving the attached resolution, Smithfield will be assured to have a seat at the table when these discussions are had. It does not provide any authority for Smithfield to become part of a water and/or sewer authority in Johnston County. Additional resolutions would need to be approved by the Town Council for this to occur.

Attached is NCGS 162A, Article 1, providing statutory information regarding water and sewer authorities in North Carolina.

Chapter 162A.

Water and Sewer Systems.

Article 1.

Water and Sewer Authorities.

§ 162A-1. Title.

This Article shall be known and may be cited as the "North Carolina Water and Sewer Authorities Act." (1955, c. 1195, s. 1; 1971, c. 892, s. 1.)

§ 162A-2. Definitions.

As used in this Article the following words and terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (1) The word "authority" shall mean an authority created under the provisions of this Article or, if such authority shall be abolished, the board, body or commission succeeding to the principal functions thereof or to whom the powers given by this Article to the authority shall be given by law.
- (2) The word "Commission" shall mean the Environmental Management Commission.
- (3) The word "cost" as applied to a water system or a sewer system shall include the purchase price of any such system, the cost of construction, the cost of all labor and materials, machinery and equipment, the cost of improvements, the cost of all lands, property, rights, easements and franchises acquired, financing charges, interest prior to and during construction and, if deemed advisable by the authority, for one year after completion of construction, cost of plans and specifications, surveys and estimates of cost and of revenues, cost of engineering and legal services, and all other expenses necessary or incident to determining the feasibility or practicability of such construction, administrative expense and such other expenses, including reasonable provision for working capital, as may be necessary or incident to the financing herein authorized. Any obligation or expense incurred by the authority or by any political subdivision prior to the issuance of bonds under the provisions of this Article in connection with any of the foregoing items or cost may be regarded as a part of such cost.
- (4) The term "governing body" shall mean the board, commission, council or other body, by whatever name it may be known, in which the general legislative powers of the political subdivision are vested.
- (5) The word "improvements" shall mean such repairs, replacements, additions, extensions and betterments of and to a water system or a sewer system as are deemed necessary by the authority to place or to maintain such system in proper condition for its safe, efficient and economic operation or to meet requirements for service in areas which may be served by the authority and for which no existing service is being rendered.
- (6) The word "person" shall mean any and all persons, including individuals, firms, partnerships, associations, public or private institutions, municipalities, or political subdivisions, governmental agencies, or private or public corporations organized and existing under the laws of this State or any other state or country.

- (7) The term "political subdivision" shall mean any county, city, town, incorporated village, sanitary district or other political subdivision or public corporation of this State now or hereafter incorporated.
- (7a) The word "revenues" shall mean all moneys received by an authority from or in connection with any sewer system or water system including, without limitation, any moneys received as interest grants.
- (8) The word "sewage" shall mean the water-carried wastes created in and carried or to be carried away from residences, hotels, schools, hospitals, industrial establishments, commercial establishments or any other private or public building together with such surface or groundwater or household and industrial wastes as may be present.
- (9) The term "sewage disposal system" shall mean and shall include any plant, system, facility, or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage (including industrial wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resources), or any integral part thereof, including but not limited to septic tank systems or other on-site collection or disposal facilities or systems, treatment plants, pumping stations, intercepting sewers, trunk sewers, pressure lines, mains and all necessary appurtenances and equipment, and all property, rights, easements and franchises relating thereto and deemed necessary or convenient by the authority for the operation thereof.
- (10) The word "sewers" shall include mains, pipes and laterals for the reception of sewage and carrying such sewage to an outfall or some part of a sewage disposal system, including pumping stations where deemed necessary by the authority.
- (11) The term "sewer system" shall embrace both sewers and sewage disposal systems and all property, rights, easements and franchises relating thereto.
- (12) The term "water system" shall mean and include all plants, systems, facilities or properties used or useful or having the present capacity for future use in connection with the supply or distribution of water or the control and drainage of stormwater runoff and any integral part thereof, including but not limited to water supply systems, water distribution systems, stormwater management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater and structural and natural stormwater and drainage systems of all types, sources of water supply including lakes, reservoirs and wells, intakes, mains, laterals, aqueducts, pumping stations, standpipes, filtration plants, purification plants, hydrants, meters, valves, and all necessary appurtenances and equipment and all properties, rights, easements and franchises relating thereto and deemed necessary or convenient by the authority for the operation thereof. (1955, c. 1195, s. 2; 1969, c. 850; 1971, c. 892, s. 1; 1979, c. 619, s. 8; 1989 (Reg. Sess., 1990), c. 1004, s. 43; 1991, c. 591, s. 3; 2000-70, s. 5.)

§ 162A-3. Procedure for creation; certificate of incorporation; certification of principal office and officers.

(a) The governing body of a single county or the governing bodies of any two or more political subdivisions may by resolution signify their determination to organize an authority under the provisions of this Article. Each of such resolutions shall be adopted after a public hearing thereon, notice of which hearing shall be given by publication at least once, not less than 10 days prior to the date fixed for such hearing, in a newspaper having a general circulation in the political subdivision. Such notice shall contain a brief statement of the substance of the proposed resolution, shall set forth the proposed articles of incorporation of the authority and shall state the time and place of the public hearing to be held thereof. No such political subdivision shall be required to make any other publication of such resolution under the provisions of any other law.

(a1) If an authority is organized by three or more political subdivisions, it may include in its organization nonprofit water corporations. The board of directors of a nonprofit water corporation must signify the corporation's determination to participate in the organization of the authority by adopting a resolution that meets the requirements of subsection (b) of this section. The nonprofit water corporation is not subject to the notice and public hearing requirements of subsection (a) of this section. For all other purposes of this Article, the nonprofit water corporation shall be considered to be a political subdivision.

(a2) If an authority is organized by three or more political subdivisions, it may include in its organization the State of North Carolina. The State of North Carolina is not subject to the notice and public hearing requirements of subsection (a) of this section. For purposes of this Article, the State of North Carolina shall be a political subdivision and its governing body shall be the Council of State.

(b) Each such resolution shall include articles of incorporation which shall set forth:

- (1) The name of the authority;
- (2) A statement that such authority is organized under this Article;
- (3) The names of the organizing political subdivisions; and
- (4) The names and addresses of the first members of the authority appointed by the organizing political subdivisions.

(c) A certified copy of each of such resolutions signifying the determination to organize an authority under the provisions of this Article shall be filed with the Secretary of State of North Carolina, together with proof of publication of the notice of hearing on each of such resolutions. If the Secretary of State finds that the resolutions, including the articles of incorporation, conform to the provisions of this Article and that the notices of hearing were properly published, he shall file such resolutions and proofs of publication in his office and shall issue a certificate of incorporation under the seal of the State and shall record the same in an appropriate book of record in his office. The issuance of such certificate of incorporation by the Secretary of State shall constitute the authority a public body and body politic and corporate of the State of North Carolina. Said certificate of incorporation shall be conclusive evidence of the fact that such authority has been duly created and established under the provisions of this Article.

(d) When the authority has been duly organized and its officers elected as herein provided the secretary of the authority shall certify to the Secretary of State the names and addresses of such officers as well as the address of the principal office of the authority. (1955, c. 1195, s. 3; 1971, c. 892, s. 1; 1991, c. 516, s. 1; 2001-224, s. 1; 2002-76, s. 1.)

§ 162A-3.1. Alternative procedure for creation.

(a) As an alternative to the procedure set forth in G.S. 162A-3, the governing body of a single county or the governing bodies of any two or more political subdivisions may by resolution

signify their determination to organize an authority under the provisions of this section of this Article. Each of such resolutions shall be adopted after a public hearing thereon, notice of which hearing shall be given by publication at least once, not less than 10 days prior to the date fixed for such hearing, in a newspaper having a general circulation in the political subdivision. Such notice shall contain a brief statement of the substance of the proposed resolution, shall set forth the proposed articles of incorporation of the authority and shall state the time and place of the public hearing. No such political subdivision shall be required to make any other publication of such resolution under the provisions of any other law.

(a1) If an authority is organized by three or more political subdivisions, it may include in its organization nonprofit water corporations. The board of directors of a nonprofit water corporation must signify the corporation's determination to participate in the organization of the authority by adopting a resolution that meets the requirements of subsection (b) of this section. The nonprofit water corporation is not subject to the notice and public hearing requirements of subsection (a) of this section. For all other purposes of this Article, the nonprofit water corporation shall be considered to be a political subdivision.

(a2) If an authority is organized by three or more political subdivisions, it may include in its organization the State of North Carolina. The State of North Carolina is not subject to the notice and public hearing requirements of subsection (a) of this section. For purposes of this Article, the State of North Carolina shall be a political subdivision and its governing body shall be the Council of State.

(b) Each such resolution shall include articles of incorporation which shall set forth:

- (1) The name of the authority;
- (2) A statement that such authority is organized under this section of this Article;
- (3) The names of the organizing political subdivisions;
- (4) The names and addresses of the members of the authority appointed by the organizing political subdivisions; and
- (5) A statement that members of the authority will be limited to such members as may be appointed from time to time by the organizing political subdivisions.

(c) A certified copy of each of such resolutions signifying the determination to organize an authority under the provisions of this section of this Article shall be filed with the Secretary of State of North Carolina, together with proof of publication of the notice of hearing on each of such resolutions. If the Secretary of State finds that the resolutions, including the articles of incorporation, conform to the provisions of this section of this Article and that the notices of hearing were properly published, he shall file such resolutions and proofs of publication in his office and shall issue a certificate of incorporation under the seal of the State and shall record the same in an appropriate book of record in his office. The issuance of such certificate of incorporation by the Secretary of State shall constitute the authority a public body and body politic and corporate of the State of North Carolina. Said certificate of incorporation shall be conclusive evidence of the fact that such authority has been duly created and established under the provisions of this section of this Article.

(d) When the authority has been duly organized and its officers elected as herein provided the secretary of the authority shall certify to the Secretary of State the names and addresses of such officers as well as the address of the principal office of the authority. (1975, c. 224, s. 1; 1991, c. 516, s. 2; 2001-224, s. 2; 2002-76, s. 2.)

§ 162A-4. Withdrawal from authority; joinder of new subdivision.

(a) Whenever an authority has been organized under the provisions of this Chapter, any political subdivision may withdraw therefrom at any time prior to the creation of any obligations by the authority, and any political subdivision not having joined in the original organization may, with the consent of the authority, join the authority; provided, that any political subdivision not having joined the original organization shall have the right upon reasonable terms and conditions, whether the authority shall consent thereto or not, to join the authority if the authority's water system or sewer system, or any part thereof is situated within the boundaries of the political subdivision or of the county within which the political subdivision is located; provided, further, that any political subdivision authorized to join the authority by G.S. 162A-5.1 may do so without the consent of the authority.

(b) Any political subdivision desiring to withdraw from or to join an existing authority shall signify its desire by resolution adopted after a public hearing thereon, notice of which hearing shall be given in the manner and at the time provided in G.S. 162A-3 or 162A-3.1, as appropriate. Such notice shall contain a brief statement of the substance of said resolution and shall state the time and place of the public hearing to be held thereon. In the case of a political subdivision desiring to join the authority, the resolution shall set forth all of the information required under G.S. 162A-3 or 162A-3.1, as appropriate, in connection with the original organization of the authority, including the name and address of the first member of the authority from the joining political subdivision if the authority was organized under G.S. 162A-3.

(c) A certified copy of each such resolution signifying the desire of a political subdivision to withdraw from or to join an existing authority, together with proof of publication of the notice of hearing on each such resolution and, in cases where such resolution provides for the political subdivision joining the authority, certified copies of the resolution of the governing bodies creating the authority consenting to such joining shall be filed with the Secretary of State of North Carolina. If the Secretary of State finds that the resolutions conform to the provisions of this Article and that the notices of hearing were properly published, he shall file such resolutions and proofs of publication in his office and shall issue a certificate of withdrawal, or a certificate of joinder, as the case may be, and shall record the same in an appropriate book of record in his office. The withdrawal or joining shall become effective upon the issuance of such certificate, and such certificate shall be conclusive evidence thereof. (1955, c. 1195, s. 4; 1969, c. 850; 1971, c. 892, s. 1; c. 1093, s. 6; 1975, c. 224, s. 2; 1995, c. 207, s. 2; c. 509, s. 135.2(c).)

§ 162A-5. Members of authority; organization; quorum.

(a) Each authority organized under this Article shall consist of the number of members as may be agreed upon by the participating political subdivisions, such members to be selected by the respective political subdivision. A proportionate number (as nearly as can be) of members of the authority first appointed shall have terms expiring one year, two years and three years respectively from the date on which the creation of the authority becomes effective. Successor members and members appointed by a political subdivision subsequently joining the authority shall each be appointed for a term of three years, but any person appointed to fill the vacancy shall be appointed to serve only for the unexpired term and any member may be reappointed; provided, however, that a political subdivision subsequently joining an authority created under G.S. 162A-3.1, or under the provisions of G.S. 162A-3 other than subsection (a1), shall not have the right to appoint any members to such authority. Appointments of successor members shall, in each instance, be made by the governing body of the political subdivision appointing the member whose successor is to be appointed. Any member of the authority may be removed, with or without cause,

by the governing body appointing said member. This subsection does not apply in the case of an authority that a city joins under G.S. 162A-5.1.

(b) Each authority organized under this Article that a city has joined under G.S. 162A-5.1 shall consist of the number of members provided by that section, such members to be selected as provided by that section. Two each of the members of the authority first appointed after a city has joined under G.S. 162A-5.1 shall have terms expiring one year and two years respectively from the date on which the certificate of joinder was issued, and three of the members of the authority first appointed after a city has joined under G.S. 162A-5.1 shall have terms expiring three years from the date on which the certificate of joinder was issued. Such designation shall be made by the authority by lot at the meeting where members take their oaths of office. Successor members shall each be appointed for a term of three years to commence on the day that the terms of the prior members' terms expire, but any person appointed to fill a vacancy shall be appointed to serve only for the unexpired term and any member may be reappointed. Appointments of successor members shall, in each instance, be made by the governing body of the political subdivision appointing the member whose successor is to be appointed. Any member of the authority may be removed, with or without cause, by the governing body appointing said member.

(c) Each member of the authority before entering upon his duties shall take and subscribe an oath or affirmation to support the Constitution of the United States and of this State and to discharge faithfully the duties of his office, and a record of each such oath shall be filed with the secretary of the authority.

The authority shall select one of its members as chairman and another as vice-chairman and shall also select a secretary and a treasurer who may but need not be members of the authority. The offices of secretary and treasurer may be combined. The terms of office of the chairman, vice-chairman, secretary and treasurer shall be as provided in the bylaws of the authority.

A majority of the members of the authority shall constitute a quorum and the affirmative vote of a majority of all of the members of the authority shall be necessary for any action taken by the authority. No vacancy in the membership of the authority shall impair the right of a quorum to exercise all the rights and perform all of the duties of the authority. The members of the authority may be paid a per diem compensation set by the authority which per diem may not exceed the total amount of four thousand dollars (\$4,000) annually, and shall be reimbursed for the amount of actual expenses incurred by them in the performance of their duties. (1955, c. 1195, s. 5; 1969, c. 850; 1971, c. 892, s. 1; 1975, c. 224, ss. 3, 4; 1995, c. 207, s. 3; 1999-456, s. 43; 2001-224, s. 2.1; 2005-127, s. 2; 2006-226, s. 29.)

§ 162A-5.1. Political subdivision allowed to join certain authorities.

(a) As used in this section, "city" means a city, town, or incorporated village.

(b) When an authority was organized under G.S. 162A-3.1 by one county and one city, and the majority of the authority's water customers are located within a city which is not the city that was one of the two original organizers, then that city may join the authority and appoint members as provided by this section.

(c) A city joining the authority under this section shall do so in accordance with the procedures of G.S. 162A-4. The resolution shall become effective upon the issuance of a certificate of joinder under G.S. 162A-4(c).

(d) When a city joins an authority under this section, then effective on a date set in the resolution, but not earlier than the first day of the second calendar month after the issuance of the

certificate of joinder under G.S. 162A-4(c), the terms of office of all the members of the authority are terminated, and the authority shall consist of members appointed as follows:

- (1) Two members appointed by the governing board of the city joining the authority under this section. These members must be residents of that city.
- (2) One member appointed by the governing board of the city that was one of the two original organizers. That member must be a resident of that city.
- (3) One member appointed by the board of commissioners of the county that was one of the two original organizers. This member must be a resident of a household served by the authority's water system.
- (4) One member appointed by the board of commissioners of the county that was one of the two original organizers. This member must be a resident of a household served by a sewer system operated by the authority, but may not be a resident of a household served by the authority's water system.
- (5) One member appointed by the board of commissioners of the county that was one of the two original organizers. This member must be a resident of a household served by the authority's water system which is located outside the corporate limits of any municipality.
- (6) One member appointed by the board of commissioners of the county that was one of the two original organizers. That member must be a resident of the city that has the second highest number of residential water customers served by the authority. (1995, c. 207, s. 1.)

§ 162A-6. Powers of authority generally.

(a) Each authority created hereunder shall be deemed to be a public instrumentality exercising public and essential governmental functions to provide for the public health and welfare, and each authority is authorized and empowered:

- (1) To adopt bylaws for the regulation of its affairs and the conduct of its business;
- (2) To adopt an official seal and alter the same at pleasure;
- (3) To maintain an office at such place or places as it may designate;
- (4) To sue and be sued in its own name, plead and be impleaded;
- (5) To acquire, lease as lessee or lessor, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain and operate any water system or part thereof or any sewer system or part thereof or any combination thereof within or without the participating political subdivisions or any thereof;
- (6) To issue revenue bonds of the authority as hereinafter provided to pay the cost of such acquisition, construction, reconstruction, improvement, extension, enlargement or equipment;
- (7) To issue revenue refunding bonds of the authority as hereinafter provided;
- (8) To combine any water system and any sewer system as a single system for the purpose of operation and financing;
- (9) To fix and revise from time to time and to collect rates, fees and other charges for the use of or for the services and facilities furnished by any system operated by the authority, including rates for water stored by the authority through programs to store and protect water resources in the region served by the authority. Schedules of rates, fees, and other charges may vary according to classes of service for programs to store and protect water resources. For

purposes of this subdivision, "programs to store and protect water resources" includes aquifer or surficial storage.

- (9a) To impose and require system development fees only in accordance with Article 8 of this Chapter.
- (10) To acquire in the name of the authority by gift, grant, purchase, devise, exchange, lease, acceptance of offers of dedication by plat, or any other lawful method, to the same extent and in the same manner as provided for cities and towns under the provisions of G.S. 160A-240.1 and G.S. 160D-806, or the exercise of the right of eminent domain in accordance with the General Statutes of North Carolina which may be applicable to the exercise of such powers by municipalities or counties, any lands or rights in land or water rights in connection therewith, and to acquire such personal property, as it may deem necessary in connection with the acquisition, construction, reconstruction, improvement, extension, enlargement or operation of any water system or sewer system, and to hold and dispose of all real and personal property under its control; provided, that the taking of water from any stream or reservoir by any authority created under the provisions of this Article shall not vest in the taker any rights by prescription; provided, further, that nothing in this section shall affect rights by prescription, if any, now held by any municipality and which may be later transferred to any authority of which such municipality may become a member;
- (11) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this Article, including a trust agreement or trust agreements securing any revenue bonds issued hereunder, and to employ such consulting and other engineers, superintendents, managers, construction and financial experts, accountants and attorneys, and such employees and agents as may, in the judgment of the authority be deemed necessary, and to fix their compensation; provided, however, that all such expenses shall be payable solely from funds made available under the provisions of this Article;
- (12) To enter into contracts with the government of the United States or any agency or instrumentality thereof, or with any political subdivision, private corporation, copartnership, association or individual providing for the acquisition, construction, reconstruction, improvement, extension, enlargement, operation or maintenance of any water system or sewer system or providing for or relating to the treatment and disposal of sewage or providing for or relating to any water system or the purchase or sale of water;
- (13) To receive and accept from any federal, State or other public agency and any private agency, person or other entity, donations, loans, grants, aid or contributions of any money, property, labor or other things of value for any sewer system or water system, and to agree to apply and use the same in accordance with the terms and conditions under which the same are provided;
- (14) To enter into contract with any political subdivision by which the authority shall assume the payment of the principal of and interest on indebtedness of such subdivision; and

- (14a) To make special assessments against benefited property within the area served or to be served by the authority for the purpose of constructing, reconstructing, extending, or otherwise improving water systems or sanitary collection, treatment, and sewage disposal systems, in the same manner that a county may make special assessments under authority of Chapter 153A, Article 9, except that the language appearing in G.S. 153A-185 reading as follows: "A county may not assess property within a city pursuant to subdivision (1) or (2) of this section unless the governing board of the city has by resolution approved the project," shall not apply to assessments levied by Water and Sewer Authorities established pursuant to Chapter 162A, Article 1, of the General Statutes. For the purposes of this paragraph, references in Chapter 153A, Article 9, to the "county," the "board of county commissioners," "the board" or a specific county official or employee are deemed to refer, respectively, to the authority and to the official or employee of the authority who performs most nearly the same duties performed by the specified county official or employee.

Assessment rolls after being confirmed shall be filed for registration in the office of the Register of Deeds of the county in which the property being assessed is located, and the term "county tax collector" wherever used in G.S. 153A-195 and G.S. 153A-196, shall mean the Executive Director or other administrative officer designated by the authority to perform the functions described in said sections of the statute.

- (14b) To provide for the defense of civil and criminal actions and payment of civil judgments against employees and officers or former employees and officers and members or former members of the governing body as authorized by G.S. 160A-167, as amended.

- (14c) To adopt ordinances concerning any of the following:

- a. The regulation and control of the discharge of sewage or stormwater into any sewerage system owned or operated by the authority.
- b. The regulation and control of a water system owned or operated by the authority.
- c. Stormwater management programs designed to protect water quality by controlling the level of pollutants in and the quantity and flow of stormwater.
- d. The regulation and control of structural and natural stormwater and drainage systems of all types.

Prior to the adoption of any such ordinance or any amendment to any such ordinance, the authority shall first pass a declaration of intent to adopt such ordinance or amendment. The declaration of intent shall describe the ordinance which it is proposed that the authority adopt. The declaration of intent shall be submitted to each governing body for review and comment. The authority shall consider any comment or suggestions offered by any governing body with respect to the proposed ordinance or amendment. Thereafter, the authority shall be authorized to adopt such ordinance or amendment to it at any time after 60 days following the submission of the declaration of intent to each governing body.

- (14d) To require the owners of developed property on which there are situated one or more residential dwelling units or commercial establishments located within the jurisdiction of the authority and within a reasonable distance of any waterline or sewer collection line owned, leased as lessee, or operated by the authority to connect the property with the waterline, sewer connection line, or both and fix charges for the connections. The power granted by this subdivision may be exercised by an authority only to the extent that the service, whether water, sewer, or a combination thereof, to be provided by the authority is not then being provided to the improved property by any other political subdivision or by a public utility regulated by the North Carolina Utilities Commission pursuant to Chapter 62 of the General Statutes. In the case of improved property that would qualify for the issuance of a building permit for the construction of one or more residential dwelling units or commercial establishments and where the authority has installed water or sewer lines or a combination thereof directly available to the property, the authority may require payment of a periodic availability charge, not to exceed the minimum periodic service charge for properties that are connected. In accordance with G.S. 87-97.1, when developed property is located so as to be served by an authority water line and the property owner has connected to that water line, the property owner may continue to use any private water well located on the property for nonpotable purposes as long as the water well is not interconnected to the sanitary district water line and the sanitary district shall not require the owner of any such water well to abandon, cap, or otherwise compromise the integrity of the water well. This subdivision applies only to a water and sewer authority whose membership includes part or all of a county that has a population of at least 40,000 according to the most recent annual population estimates certified by the State Budget Officer.
- (15) To do all acts and things necessary or convenient to carry out the powers granted by this Article.
- (16) To purchase real or personal property as provided by G.S. 160A-20, in addition to any other method allowed under this Article.
- (17) To enter into reimbursement agreements to be paid by the authority to a private developer or property owner for the design and construction of infrastructure that is included on the authority's capital improvement plan and serves the developer or property owner. An authority shall enact ordinances setting forth procedures and terms under which such agreements may be approved. An authority may provide for such reimbursements to be paid from any lawful source. Reimbursement agreements authorized by this subdivision shall not be subject to Article 8 of Chapter 143 of the General Statutes, except as provided by this subsection. A developer or property owner who is party to a reimbursement agreement authorized under this subdivision shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for work that would have required competitive bidding if the contract had been awarded by the authority. For the purpose of this subdivision, infrastructure includes, without limitation, water mains, sanitary sewer lines, lift stations, water pump stations, stormwater lines, and other associated facilities.

- (18) To offer and pay rewards in an amount not exceeding five thousand dollars (\$5,000) for information leading to the arrest and conviction of any person who willfully defaces, damages or destroys, or commits acts of vandalism or larceny of any authority property. The amount necessary to pay said rewards shall be an item in the current expense budget of the authority.

(b) In addition to the powers given under subsection (a) of this section, an authority created under G.S. 162A-3.1 and its participating political subdivisions may enter into agreements obligating these subdivisions to make payments to the authority for treated water delivered or made available or expected to be delivered or made available by the authority, regardless of whether treated water is actually delivered or made available. Such payments may be designed to cover the authority's operating costs (including debt service and related amounts) by allocating those costs among the participating political subdivisions and by requiring these subdivisions to pay additional amounts to make up for the nonpayment of defaulting subdivisions. The participating political subdivisions may agree to budget for and appropriate such payments. Such payment obligations may be made absolute, unconditional, and irrevocable and required to be performed strictly in accordance with the terms of such agreements and without abatement or reduction under all circumstances whatsoever, including whether or not any facility of the authority is completed, operable or operating and, notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any such facility or the treated water contracted for, and such obligations may be made subject to no reduction, whether by offset or otherwise, and not conditioned upon the performance or nonperformance of the authority or any participating political subdivision under any agreement. Such payment obligations are in consideration of any output or capacity that may at any time be available from facilities of the authority. The participating political subdivisions may agree to make such payments from limited or specified sources. To the extent such payments relate to debt service of the authority and related amounts, they may not be made from any moneys derived from exercise by the participating political subdivisions of their taxing power, and such payment obligations shall not constitute a pledge of such taxing power. The participating political subdivisions may agree (i) not to pledge or encumber any source of payment and (ii) to operate (including fixing rates and charges) in a manner that enables them to make such payments from such sources. The participating political subdivisions may also secure such payment obligations with a pledge of or lien upon any such sources of payment. Notwithstanding the provisions of G.S. 162A-9 or any other law to the contrary, an authority entering into any such agreement need not fix rates, fees and other charges for its services except as provided herein, and such rates, fees and charges need not be uniform through the authority's service areas. Notwithstanding the provisions of G.S. 160A-322 or any other law to the contrary, agreements described herein may have a term not exceeding 50 years. Notwithstanding any law to the contrary, the execution and effectiveness of any agreement authorized hereby shall not be subject to any authorizations or approvals by any entity except the parties thereto. Each authority and its participating political subdivisions shall have the power to do all acts and things necessary or convenient to carry out the powers granted by this subsection.

(c) In addition to the powers given under subsection (a) of this section, an authority that holds a certificate issued after December 1, 1991, by the Environmental Management Commission under G.S. 162A-7 (repealed) may acquire property by the power of eminent domain or by gift, purchase, grant, exchange, lease, or any other lawful method for one or more of the following purposes:

- (1) To relocate a road or to construct a road necessitated by construction of water supply project.
- (2) To establish, extend, enlarge, or improve storm sewer and drainage systems and works, or sewer and septic tank lines and systems.
- (3) To establish drainage programs and programs to prevent obstructions to the natural flow of streams, creeks and natural water channels or to improve drainage facilities. The authority contained in this subdivision is in addition to any authority contained in Chapter 156 of the General Statutes.
- (4) To acquire property for wetlands mitigation. (1955, c. 1195, s. 6; 1969, c. 850; 1971, c. 892, s. 1; 1979, c. 804; 1983, c. 525, s. 5; c. 820, s. 1; 1987 (Reg. Sess., 1988), c. 981, s. 2; 1989, c. 517; 1993 (Reg. Sess., 1994), c. 696, s. 8.1; 1995, c. 509, s. 113; c. 511, s. 1; 1997-436, s. 1; 2000-70, s. 6; 2004-203, s. 5(n); 2013-107, s. 1; 2015-207, ss. 1, 2; 2015-246, s. 3.5(h); 2017-138, s. 5(a); 2022-62, s. 51.)

§ 162A-6.1. Privacy of employee personnel records.

(a) Notwithstanding the provisions of G.S. 132-6 or any other law concerning access to public records, personnel files of employees, former employees, or applicants for employment maintained by an authority are subject to inspection and may be disclosed only as provided by this section. For purposes of this section, an employee's personnel file consists of any information in any form gathered by the authority with respect to that employee and, by way of illustration but not limitation, relating to his application, selection or nonselection, performance, promotions, demotions, transfers, suspension and other disciplinary actions, evaluation forms, leave, salary, and termination of employment. As used in this section, "employee" includes former employees of the authority.

(b) The following information with respect to each authority employee is a matter of public record:

- (1) Name.
- (2) Age.
- (3) Date of original employment or appointment to the service.
- (4) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the authority has the written contract or a record of the oral contract in its possession.
- (5) Current position.
- (6) Title.
- (7) Current salary.
- (8) Date and amount of each increase or decrease in salary with that authority.
- (9) Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that authority.
- (10) Date and general description of the reasons for each promotion with that authority.
- (11) Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the authority. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the authority setting forth the specific acts or omissions that are the basis of the dismissal.
- (12) The office to which the employee is currently assigned.

(b1) For the purposes of this subsection, the term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation paid by the employing entity.

(b2) The authority shall determine in what form and by whom this information will be maintained. Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the authority may have adopted. Any person denied access to this information may apply to the appropriate division of the General Court of Justice for an order compelling disclosure, and the court shall have jurisdiction to issue such orders.

(c) All information contained in an authority employee's personnel file, other than the information made public by subsection (b) of this section, is confidential and shall be open to inspection only in the following instances:

- (1) The employee or his duly authorized agent may examine all portions of his personnel file except (i) letters of reference solicited prior to employment, and (ii) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his patient.
- (2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (3) An authority employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- (4) By order of a court of competent jurisdiction, any person may examine such portion of an employee's personnel file as may be ordered by the court.
- (5) An official of an agency of the State or federal government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the official having custody of such records to be inspected to be necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution (of the employee), or for the purpose of assisting in an investigation of (the employee's) tax liability. However, the official having custody of such records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
- (6) An employee may sign a written release, to be placed with his personnel file, that permits the person with custody of the file to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- (7) The chief administrative officer, with concurrence of the authority, may inform any person of the employment or nonemployment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of an authority employee and the reasons for that personnel action. Before releasing the information, the chief administrative officer or authority shall determine in writing that the release is essential to maintaining public confidence in the administration of authority services or to maintaining the level and quality of authority services. This written determination shall be retained in the office of the chief administrative officer or the secretary of the authority, and is a record available for public inspection and shall become part of the employee's personnel file.

(d) Even if considered part of an employee's personnel file, the following information need not be disclosed to an employee nor to any other person:

- (1) Testing or examination material used solely to determine individual qualifications for appointment, employment, or promotion in the authority's service, when disclosure would compromise the objectivity or the fairness of the testing or examination process.
- (2) Investigative reports or memoranda and other information concerning the investigation of possible criminal actions of an employee, until the investigation is completed and no criminal action taken, or until the criminal action is concluded.
- (3) Information that might identify an undercover law enforcement officer or a law enforcement informer.
- (4) Notes, preliminary drafts, and internal communications concerning an employee. In the event such materials are used for any official personnel decision, then the employee or his duly authorized agent shall have a right to inspect such materials.

(e) The authority may permit access, subject to limitations it may impose, to selected personnel files by a professional representative of a training, research, or academic institution if that person certifies that that person will not release information identifying the employees whose files are opened and that the information will be used solely for statistical, research, or teaching purposes. This certification shall be retained by the authority as long as each personnel file examined is retained.

(f) An authority that maintains personnel files containing information other than the information mentioned in subsection (b) of this section shall establish procedures whereby an employee, who objects to material in his file on grounds that it is inaccurate or misleading, may seek to have the material removed from the file or may place in the file a statement relating to the material.

(g) A public official or employee who knowingly, willfully, and with malice permits any person to have access to information contained in a personnel file, except as is permitted by this section, is guilty of a Class 2 misdemeanor and is punishable only by a fine not to exceed five hundred dollars (\$500.00).

(h) Any person not specifically authorized by this section to have access to a personnel file designated as confidential, who shall:

- (1) Knowingly and willfully examine in its official filing place; or
- (2) Remove or copy

any portion of a confidential personnel file shall be guilty of a Class 2 misdemeanor and is punishable only by a fine not to exceed five hundred dollars (\$500.00). (1993, c. 505, s. 1; 1994, Ex. Sess., c. 14, ss. 69, 70; 2007-508, s. 8; 2010-169, s. 18(g).)

§ 162A-7: Repealed by Session Laws 1993, c. 348, s. 6.

§ 162A-8. Revenue bonds.

A water and sewer authority shall have power from time to time to issue revenue bonds under the Local Government Revenue Bond Act. (1955, c. 1195, s. 7; 1969, c. 850; 1971, c. 780, s. 32; c. 892, s. 1.)

§ 162A-9. Rates and charges; notice; contracts for water or services; deposits; delinquent charges.

(a) An authority may establish and revise a schedule of rates, fees, and other charges for the use of and for the services furnished or to be furnished by any water system or sewer system or parts thereof owned or operated by the authority. The rates, fees, and charges established under this subsection are not subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision.

Before an authority sets or revises rates, fees, or other charges for stormwater management programs and structural or natural stormwater and drainage system service, the authority shall hold a public hearing on the matter. At least seven days before the hearing, the authority shall publish notice of the public hearing in a newspaper having general circulation in the area. An authority may impose rates, fees, or other charges for stormwater management programs and stormwater and drainage system service on a person even though the person has not entered into a contract to receive the service.

Rates, fees, and charges shall be fixed and revised so that the revenues of the authority, together with any other available funds, will be sufficient at all times:

- (1) To pay the cost of maintaining, repairing, and operating the systems or parts thereof owned or operated by the authority, including reserves for such purposes, and including provision for the payment of principal of and interest on indebtedness of a political subdivision or of political subdivisions which payment shall have been assumed by the authority, and
- (2) To pay the principal of and the interest on all bonds issued by the authority under the provisions of this Article as the same shall become due and payable and to provide reserves therefor.

The fees established under this subsection must be made applicable throughout the service area. Schedules of rates, fees, charges, and penalties for providing stormwater management programs and structural and natural stormwater and drainage system service may vary according to whether the property served is residential, commercial, or industrial property, the property's use, the size of the property, the area of impervious surfaces on the property, the quantity and quality of the runoff from the property, the characteristics of the watershed into which stormwater from the property drains, and other factors that affect the stormwater drainage system. Rates, fees, and charges imposed under this subsection for stormwater management programs and stormwater and drainage system service may not exceed the authority's cost of providing a stormwater management program and a structural and natural stormwater and drainage system. The authority's cost of providing a stormwater management program and a structural and natural stormwater and drainage system includes any costs necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations, and rules.

No stormwater utility fee may be levied under this subsection whenever two or more units of local government operate separate stormwater management programs or separate structural and natural stormwater and drainage system services in the same area within a county. However, two or more units of local government may allocate among themselves the functions, duties, powers, and responsibilities for jointly operating a stormwater management program and structural and natural stormwater and drainage system service in the same area within a county, provided that only one unit may levy a fee for the service within the joint service area. For purposes of this subsection, a unit of local government shall include a regional authority providing stormwater management programs and structural and natural stormwater and drainage system services.

(a1) An authority shall provide notice to interested parties of the imposition of or increase in rates, fees, and charges under subsection (a) of this section applicable solely to the construction of development subject to Article 8 of Chapter 160D of the General Statutes at least seven days prior to the first meeting where the imposition of or increase in the rates, fees, and charges is on the agenda for consideration. The authority shall employ at least two of the following means of communication in order to provide the notice required by this subsection:

- (1) Notice of the meeting in a prominent location on a Web site managed or maintained by the authority.
- (2) Notice of the meeting in a prominent physical location, including, but not limited to, the authority's headquarters or any government building, library, or courthouse located within the authority's service area.
- (3) Notice of the meeting by electronic mail to a list of interested parties that is created by the authority for the purpose of notification as required by this section.
- (4) Notice of the meeting by facsimile to a list of interested parties that is created by the authority for the purpose of notification as required by this section.

(a2) If an authority does not maintain its own Web site, it may employ the notice option provided by subdivision (1) of subsection (a1) of this section by submitting a request to a county or counties in which the authority is located to post such notice in a prominent location on a Web site that is maintained by the county or counties. Any authority that elects to provide such notice shall make its request to the county or counties at least 15 days prior to the date of the first meeting where the imposition of or increase in the fees or charges is on the agenda for consideration.

(a3) During the consideration of the imposition of or increase in rates, fees, or charges under this subsection, the authority shall permit a period of public comment.

(a4) The notice requirements in subsection (a1) of this section shall not apply if the imposition of or increase in rates, fees, and charges is contained in a budget filed in accordance with the requirements of G.S. 159-12.

(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter.

(b) Notwithstanding any of the foregoing provisions of this section, the authority may enter into contracts relating to the collection, treatment or disposal of sewage or the purchase or sale of water which shall not be subject to revision except in accordance with their terms.

(c) In order to insure the payment of such rates, fees and charges as the same shall become due and payable, the authority may do the following in addition to exercising any other remedies which it may have:

- (1) Require reasonable advance deposits to be made with it to be subject to application to the payment of delinquent rates, fees and charges.
- (2) At the expiration of 30 days after any rates, fees and charges become delinquent, discontinue supplying water or the services and facilities of any water system or sewer system of the authority.
- (3) Specify the order in which partial payments are to be applied when a bill covers more than one service. (1955, c. 1195, s. 8; 1971, c. 892, s. 1; 1989 (Reg. Sess., 1990), c. 1004, s. 45; 1991, c. 591, s. 4; 1991 (Reg. Sess., 1992), c. 1007, s. 47; 2000-70, s. 7; 2009-436, s. 4; 2010-180, s. 11(d); 2017-138, s. 5(b); 2022-62, s. 52.)

§ 162A-9.1. Adoption and enforcement of ordinances.

(a) An authority shall have the same power as a city under G.S. 160A-175 to assess civil fines and penalties for violation of its ordinances; and, an authority may seek and recover injunctive relief to insure compliance with its ordinances as provided by this section.

(b) An ordinance may provide that its violation shall subject the offender to a civil penalty of not more than one thousand dollars (\$1,000) per violation, to be recovered by the authority in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance. Any person assessed a civil penalty by the authority shall be notified of the assessment by registered or certified mail, and the notice shall specify the reasons for the assessment of the civil penalty. If the person assessed fails to pay the amount of the assessment to the authority within 30 days after receipt of such notice, or such longer period, not to exceed 180 days, as the authority may specify, the authority may institute a civil action in the General Court of Justice of the county in which the violation occurred, or, in the discretion of the authority, in the General Court of Justice of the county in which the person has his or its principal place of business, to recover the amount of the assessment. The validity of the authority's action in assessing the violator may be appealed directly to the General Court of Justice in the county in which the violation occurred, or may be raised at any time in the action to recover the assessment. No failure to contest directly the validity of the authority's action in levying the assessment shall preclude the person assessed from later raising the issue of validity in any action to collect the assessment.

(c) An ordinance may provide that it may be enforced, and it may be enforced, by any appropriate equitable remedy issuing from a court of competent jurisdiction. In such cases, the General Court of Justice shall have jurisdiction and authority to issue such orders as may be appropriate to enforce the ordinances of the authority, and it shall not be a defense to the application made by the authority therefor that there is an adequate remedy at law.

(d) Subject to the express terms of any ordinance, an ordinance adopted by the authority may be enforced by any one, all or a combination of the remedies authorized and prescribed by this section.

(e) An ordinance may provide, when appropriate, that each day's continuing violation thereof shall constitute and be a separate and distinct offense. (1983, c. 820, s. 2.)

§ 162A-10: Repealed by Session Laws 1971, c. 780, s. 33.

§ 162A-11. Moneys received deemed trust funds.

All moneys received pursuant to the authority of this Article shall be deemed to be trust funds, to be held and applied solely as provided in this Article. The resolution authorizing the issuance of bonds or the trust agreement securing such bonds shall provide that any officer to whom, or bank, trust company or fiscal agent to which, such moneys shall be paid shall act as trustee of such moneys and shall hold and apply the same for the purposes hereof, subject to such regulations as this Article and such resolution or trust agreement may provide. (1955, c. 1195, s. 10; 1971, c. 892, s. 1.)

§ 162A-12. Bondholder's remedies.

Any holder of revenue bonds issued under the provisions of this Article or of any of the coupons appertaining thereto, and the trustee under any trust agreement, except to the extent the rights herein given may be restricted by the resolution authorizing the issuance of such bonds or

such trust agreement, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under such resolution or trust agreement, and may enforce and compel the performance of all duties required by this Article or by such resolution or trust agreement to be performed by the authority or by any officer thereof, including the fixing, charging and collecting of rates, fees and charges for the use of or for the services and facilities furnished by a water system or sewer system. (1955, c. 1195, s. 11; 1971, c. 892, s. 1.)

§ 162A-13. Refunding bonds.

Each authority is hereby authorized to issue from time to time revenue refunding bonds for the purpose of refunding any revenue bonds of the authority then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption of such bonds. The authority is further authorized to issue from time to time revenue bonds of the authority for the combined purpose of

- (1) Refunding any revenue bonds or revenue refunding bonds of the authority then outstanding, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption of such bonds, and
- (2) Paying all or any part of the cost of acquiring or constructing any additional water system or sewer system or part thereof, or any improvements, extensions or enlargements of any water system or sewer system.

The issuance of such bonds, the maturities and other details thereof, the rights and remedies of the holders thereof, and the rights, powers, privileges, duties and obligations of the authority with respect to the same, shall be governed by the foregoing provisions of this Article insofar as the same may be applicable. (1955, c. 1195, s. 12; 1971, c. 892, s. 1.)

§ 162A-14. Conveyances and contracts between political subdivisions and authority.

The governing body of any political subdivision is hereby authorized and empowered:

- (1) Pursuant to the provisions of G.S. 160A-274 and subject to the approval of the Local Government Commission, except for action taken hereunder by any State agency, to transfer jurisdiction over, and to lease, lend, grant or convey to an authority upon the request of the authority, upon such terms and conditions as the governing body of such political subdivision may agree with the authority as reasonable and fair, the whole or any part of any existing water system or sewer system or such real or personal property as may be necessary or desirable in connection with the acquisition, construction, reconstruction, improvement, extension, enlargement, equipment, repair, maintenance or operation of any water system or sewer system or part thereof by the authority, including public roads and other property already devoted to public use;
- (2) To make and enter into contracts or agreements with an authority, upon such terms and conditions and for such periods as are agreed to by the governing body of such political subdivision and the authority;
 - a. For the collection, treatment or disposal of sewage by the authority or for the purchase of a supply of water from the authority;
 - b. For the collecting by such political subdivision or by the authority of fees, rates or charges for water furnished to such political subdivision or to its inhabitants and for the services and facilities rendered to such

- political subdivision or to its inhabitants by any water system or sewer system of the authority, and for the enforcement of delinquent charges for such water, services and facilities;
- c. For shutting off the supply of water furnished by any water system owned or operated by such political subdivision in the event that the owner, tenant or occupant of any premises utilizing such water shall fail to pay any rates, fees or charges for the use of or for the services furnished by any sewer system of the authority, within the time or times specified in such contract; and
 - d. For requiring the owners of developed property on which there are situated one or more residential dwelling units or commercial establishments located within the corporate limits of the political subdivision and located within a reasonable distance of any waterline or sewer connection line owned, leased as lessee, or operated by the authority to connect to the line and collecting, on behalf of the authority, charges for the connections and requiring, as a condition to the issuance of any development permit or building permit by the political subdivision, evidence that any impact fee by the authority has been paid by or on behalf of the applicant for the permit. In accordance with G.S. 87-97.1, when developed property is located so as to be served by the authority's water line and the property owner has connected to that water line, the property owner may continue to use any private water well located on the property for nonpotable purposes as long as the water well is not interconnected to the authority's water line and the authority shall not require the owner of any such water well to abandon, cap, or otherwise compromise the integrity of the water well.
- (3) To fix, and revise from time to time, rates, fees and other charges for water and for the services furnished or to be furnished by any water system or sewer system of the authority, or parts thereof, under any contract between the authority and such political subdivision, and to pledge all or any part of the proceeds of such rates, fees and charges to the payment of any obligation of such political subdivision under such contract; and
 - (4) In its discretion, to submit to the qualified electors under the election laws applicable to such political subdivision any contract or agreement which such governing body is authorized to make and enter into with the authority under the provisions of this Article. (1955, c. 1195, s. 13; 1971, c. 892, s. 1; 1975, c. 224, ss. 5, 6; 1995, c. 511, s. 2; 2015-246, s. 3.5(i).)

§ 162A-15. Services to authority by private water companies; records of water taken by authority; reports to the Commission.

Each private water company which is supplying water to the owners, lessees or tenants of real property which is or will be served by any sewer system of an authority is authorized to act as the billing and collecting agent of the authority for any rates, fees or charges imposed by the authority for the services rendered by such sewer system. Any such company shall, if requested by an authority furnish to the authority copies of its regular periodic meter reading and water consumption records and other pertinent data as may be required for the authority to act as its own

billing and collecting agent. The authority shall pay to such water company the reasonable additional cost of clerical services and other expenses incurred by the water company in rendering such services to the authority. The authority shall by means of suitable measuring and recording devices and facilities record the quantity of water taken daily by it from any stream or reservoir and make monthly reports of such daily recordings to the Commission. (1955, c. 1195, s. 14; 1989 (Reg. Sess., 1990), c. 1004, s. 46.)

§ 162A-16. Contributions or advances to authority by political subdivisions.

Any political subdivision is hereby authorized to make contributions or advances to an authority, from any moneys which may be available for such purpose, to provide for the preliminary expenses of such authority in carrying out the provisions of this Article. Any such advances may be repaid to such political subdivisions from the proceeds of bonds issued by such authority under this Article. (1955, c. 1195, s. 15; 1971, c. 892, s. 1.)

§ 162A-17. Article regarded as supplemental.

This Article shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of or as repealing any powers now existing under any other law, either general, special or local; provided, however, that the issuance of revenue bonds or revenue refunding bonds under the provisions of this Article need not comply with the requirements of any other law applicable to the issuance of bonds. (1955, c. 1195, s. 16; 1971, c. 892, s. 1.)

§ 162A-18. Actions against authority by riparian owners.

Any riparian owner alleging an injury as a result of any act of an authority created under this Article may maintain an action for relief against the acts of the authority either in the county where the lands of such riparian owner lie or in the county in which the principal office of the authority is maintained. (1955, c. 1195, s. 16 1/2; 1971, c. 892, s. 1.)

§ 162A-19. Inconsistent laws declared inapplicable.

All general, special or local laws, or parts thereof, inconsistent herewith are hereby declared to be inapplicable to the provisions of this Article. (1955, c. 1195, s. 17; 1971, c. 892, s. 1.)

TOWN OF SMITHFIELD
RESOLUTION NO. 729 (12-2023)
SUPPORTING THE STUDY OF A WATER AND SEWER
AUTHORITY IN JOHNSTON COUNTY

WHEREAS, water and wastewater services are essential to ensuring a community's public health, environmental health, and economic development; and

WHEREAS, Johnston County is among the fastest-growing counties in the state and will continue to see more demand for high-quality water and wastewater services; and

WHEREAS, Johnston County local elected officials have been discussing cooperative opportunities in water and wastewater for several years and wish to move the discussion to action; and

WHEREAS, the Town of Smithfield, supports the provision of safe, reliable, and cost-effective water and sewer services to the residents and businesses of the Town of Smithfield; and

WHEREAS, communities working together have proven to be a method to assure reliability, economy of scale, and shared cost when growing, maintaining, and operating water and wastewater system; and

WHEREAS, during a joint meeting of Mayors and the Chairman of the Johnston County Board of Commissioners on April 19, 2023, a consensus was reached to formalize an effort to study a water and sewer authority in Johnston County. Further, it was agreed that each local government would be requested to adopt a resolution indicating their support of moving forward with studying the feasibility of a water and sewer authority; and

WHEREAS, those in attendance at the April 19, 2023 meeting asked Triangle J Council of Governments to provide a draft resolution for the local governments to consider, which would formalize their interest in studying a water and sewer authority and create a Steering Committee for the study; and

WHEREAS, the group asked Triangle J to take the lead in facilitating the Steering Committee; and

WHEREAS, the Town of Smithfield desires to be a supportive and active regional partner for any forthcoming countywide water and sewer authority study,

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

We support researching the development of a countywide water and sewer authority, and we support Triangle J Council of Government facilitating a Johnston County Water/Sewer Authority Steering Committee. The Steering Committee will include one elected official from each participating community. Further, we direct staff to collaborate with the effort and participate as requested by the steering committee and/or Triangle J. Further, we appoint _____ as the Steering Committee Appointee to represent the Town of Smithfield and _____

to serve as the alternate to the Steering Committee.

This resolution shall take effect immediately.

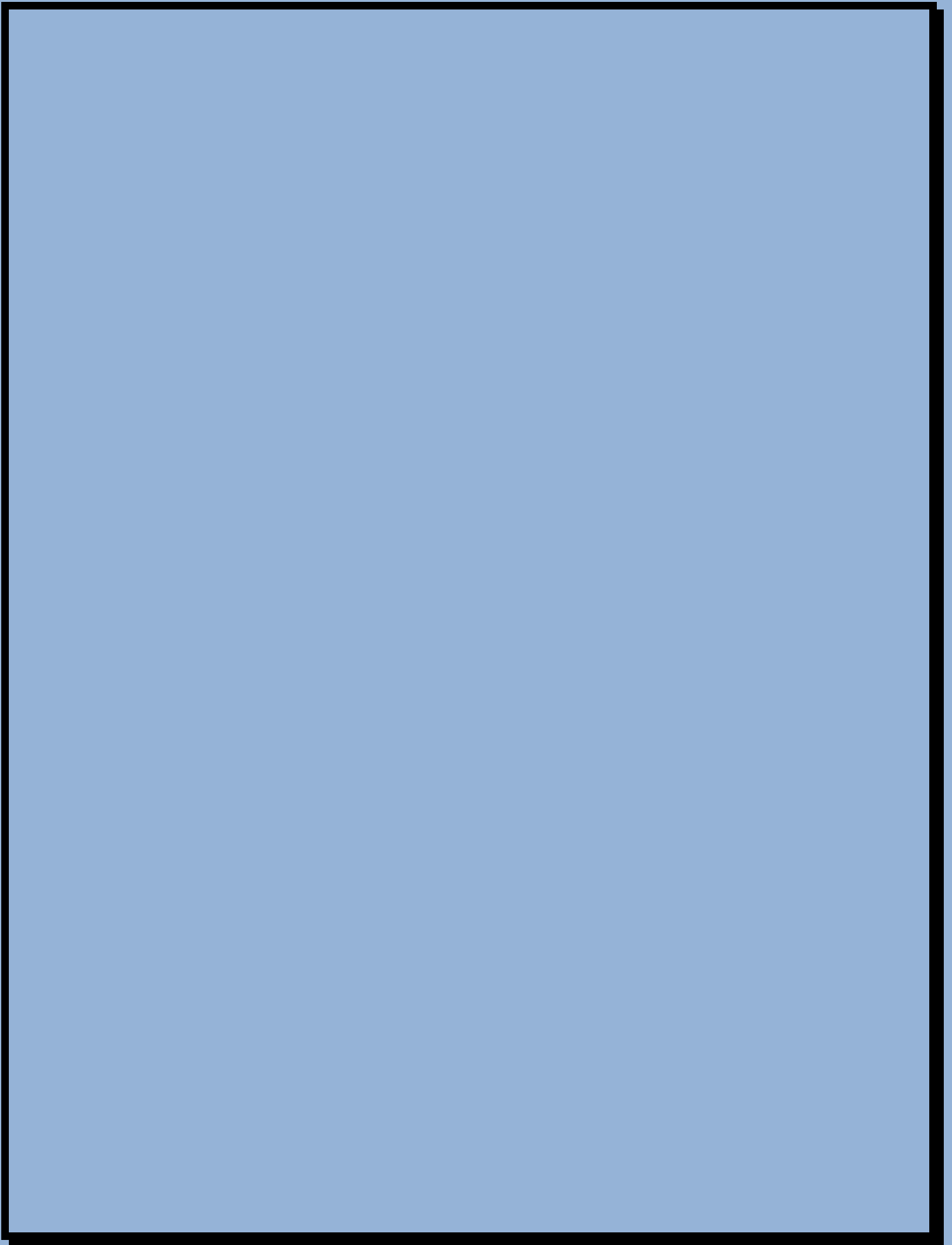
M. Andy Moore, Mayor
Town of Smithfield, North Carolina

Duly adopted by the Town of Smithfield and witness my hand and the common seal of the Town of Smithfield, North Carolina, this 6th day of June, 2023.

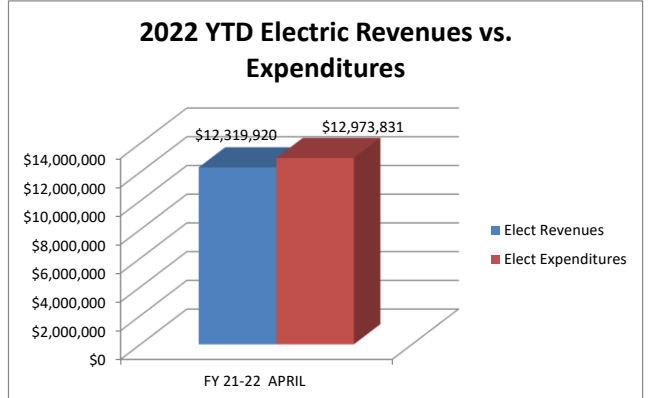
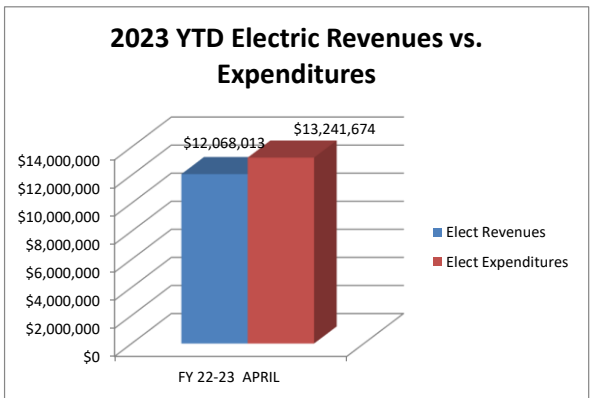
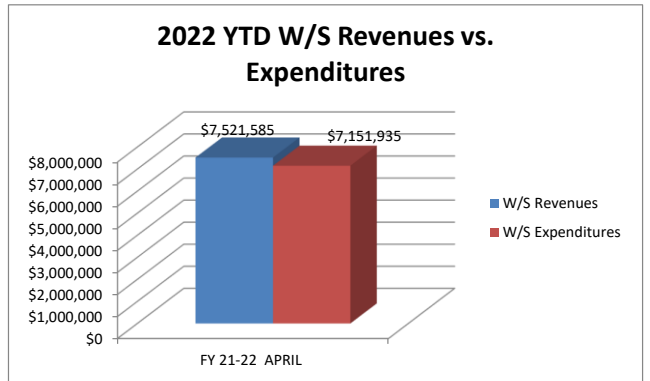
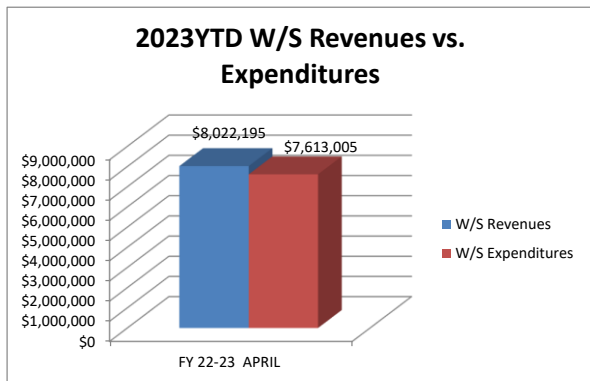
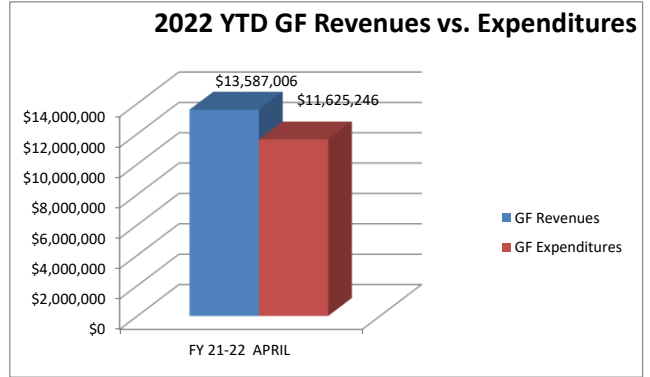
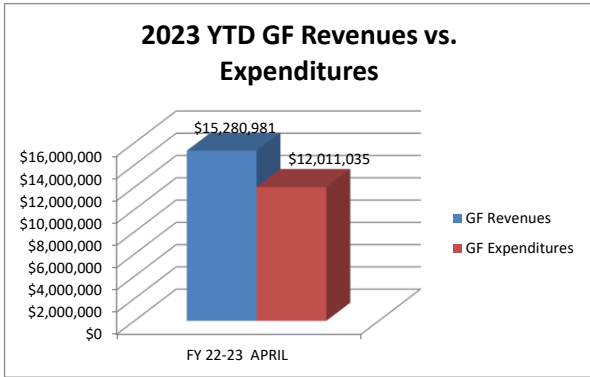
Attest:

Shannan L. Parrish, Town Clerk

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
April 30, 2023
Gauge: 10/12 or 83 Percent

83.00%

GENERAL FUND					
	Frequency	Actual to Date	Budget	Actual to Date	YTD %
Revenues		FY '21-22	FY '22-23	FY '22-23	Collected
Current & Prior Year Property Taxes	Monthly	\$ 6,832,691	\$ 6,861,000	\$ 7,198,143	104.91%
Motor Vehicle Taxes	Monthly	654,980	700,000	613,595	87.66%
Utility Franchise Taxes	Quarterly	707,446	960,000	735,559	76.62%
Local Option Sales Taxes	Monthly	2,269,199	3,040,000	2,564,676	84.36%
Aquatic and Other Recreation	Monthly	549,077	695,000	691,466	99.49%
Sanitation (Includes Penalties)	Monthly	1,151,456	1,475,040	1,180,344	80.02%
Grants		146,576	87,500	92,539	105.76%
All Other Revenues		1,275,580	1,601,866	1,744,509	108.90%
Loan Proceeds			-		#DIV/0!
Transfers (Electric and Fire Dist.)		-	460,150	460,150	100.00%
Fund Balance Appropriated		-	1,047,163	-	0.00%
Total		\$ 13,587,006	\$ 16,927,719	\$ 15,280,981	90.27%

	Actual to Date	Budget	Actual to Date	YTD %
Expenditures	FY '21-22	FY '22-23	FY '22-23	Collected
General Gov.-Governing Body	\$ 429,958	\$ 445,435	\$ 378,357	84.94%
Non Departmental	758,296	1,684,049	837,272	49.72%
Debt Service	884,116	448,888	431,522	96.13%
Finance	109,267	152,740	120,415	78.84%
IT		187,125	83,896	44.83%
Planning	241,272	446,935	313,477	70.14%
Police	3,171,701	4,562,896	3,272,088	71.71%
Fire	1,775,641	2,510,948	2,056,599	81.91%
EMS	-	-		#DIV/0!
General Services/Public Works	474,914	698,933	502,750	71.93%
Streets	448,772	721,781	359,568	49.82%
Motor Pool/Garage	111,152	124,145	80,429	64.79%
Powell Bill	313,226	559,169	373,849	66.86%
Sanitation	1,292,765	1,604,788	1,203,192	74.98%
Stormwater	69,853	171,392	66,881	39.02%
Parks and Rec	716,404	1,159,343	878,110	75.74%
SRAC	784,864	1,146,479	1,004,820	87.64%
Sarah Yard Center	43,044	74,070	47,809	64.55%
Contingency	-	228,603	-	0.00%
Appropriations/Contributions	-	-		0.00%
Total	\$ 11,625,246	\$ 16,927,719	\$ 12,011,035	70.95%

YTD Fund Balance Increase (Decrease)

- 0

83.00%

WATER AND SEWER FUND

	Actual to Date		Budget	Actual to Date		YTD %
	FY '21-22	FY '22-23	FY '22-23	FY '22-23	Collected	
Revenues						
Water Charges	\$ 2,168,289	\$ 2,870,000	\$ 2,212,965		77.11%	
Water Sales (Wholesale)	1,577,334	\$ 2,000,000	1,629,306		81.47%	
Sewer Charges	3,631,914	4,505,000	3,808,883		84.55%	
Penalties	42,543	55,000	57,133		103.88%	
Tap Fees	16,360	24,000	5,275		21.98%	
Other Revenues	85,146	112,650	308,634		273.98%	
Grants	-	30,000	-		0.00%	
Loan Proceeds	-	-	-		#DIV/0!	
Fund Balance Appropriated	-	1,616,421	-		0.00%	
Total	\$ 7,521,585	\$ 11,213,071	\$ 8,022,195		71.54%	

	Actual to Date		Budget	Actual to Date		YTD %
	FY '21-22	FY '22-23	FY '22-23	FY '22-23	Collected	
Expenditures						
Water Plant (Less Transfers)	\$ 1,566,251	\$ 2,216,765	\$ 1,634,107		73.72%	
Water Distribution/Sewer Coll (Less Transfers)	3,622,591	5,377,761	3,280,312		61.00%	
Transfer to General Fund	-	-	-		#DIV/0!	
Transfer to W/S Capital Proj. Fund	1,472,500	2,401,130	2,401,130		100.00%	
Debt Service	490,594	967,414	297,456		30.75%	
Contingency	-	250,001	-		0.00%	
Total	\$ 7,151,935	\$ 11,213,071	\$ 7,613,005		67.89%	

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Electric Sales	\$ 12,084,481	\$ 16,127,650	\$ 11,720,696	72.67%
Penalties	63,393	80,000	72,237	90.30%
All Other Revenues	172,046	198,630	275,079	138.49%
Grants	-			
Loan Proceeds	-			
Fund Balance Appropriated	-	694,603	-	
Total	\$ 12,319,920	\$ 17,100,883	\$ 12,068,013	70.57%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Administration/Operations	\$ 2,253,530	\$ 3,207,292	\$ 2,306,310	71.91%
Purchased Power - Non Demand	3,550,282	12,450,000	3,829,749	30.76%
Purchased Power - Demand	5,313,955		5,004,401	#DIV/0!
Purchased Power - Debt	963,480		963,480	#DIV/0!
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	177,977	150,000	84.28%
Contingency	-	277,879	-	0.00%
Transfers to Electric Capital Proj Fund	550,000	550,000	550,000	100.00%
Transfer to Electric Capital Reserve	-	-		
Transfers to General Fund	-	95,150	95,150	100.00%
Total	\$ 12,973,831	\$ 17,100,883	\$ 13,241,674	77.43%

CASH AND INVESTMENTS FOR AUGUST

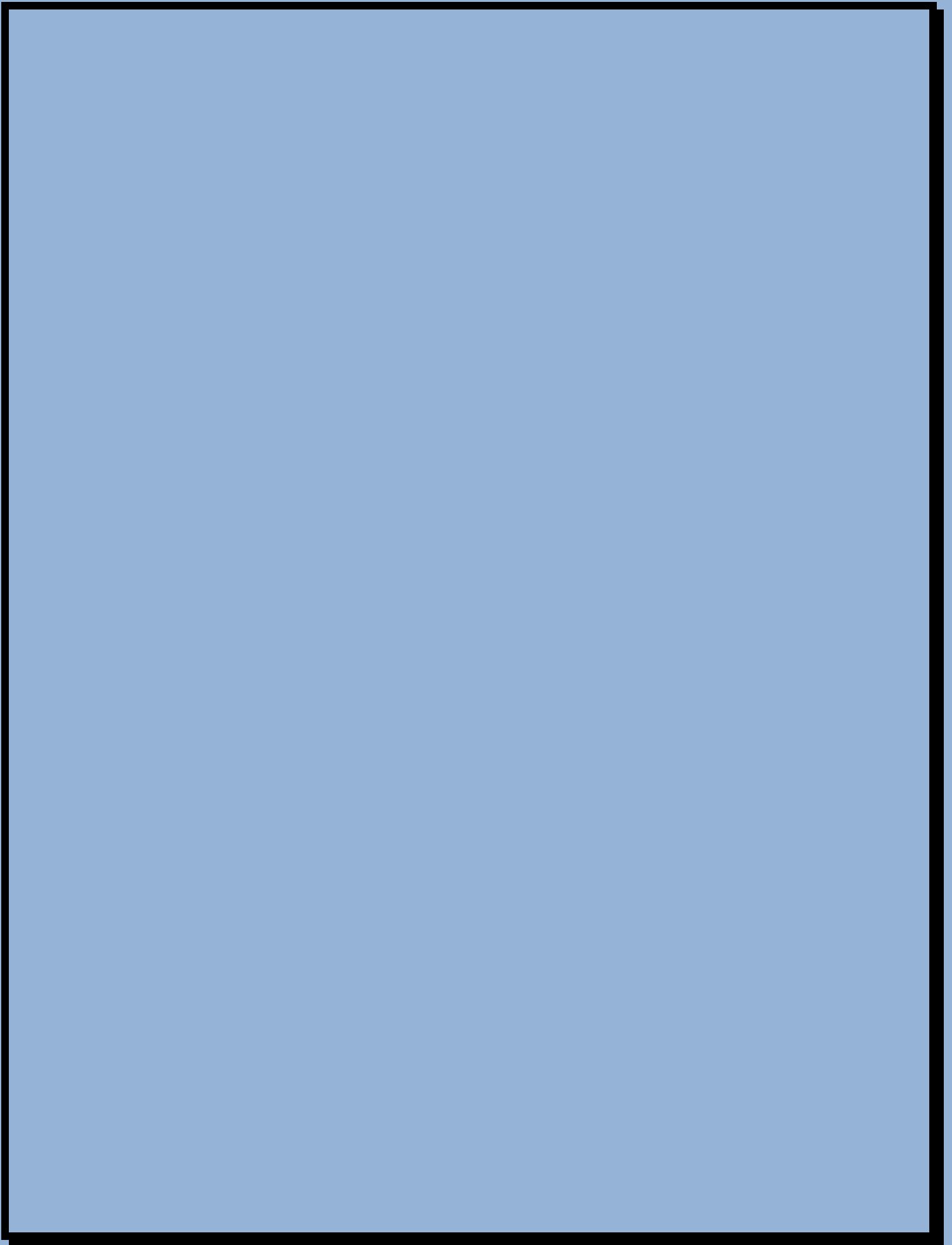
General Fund (Includes P. Bill)	17,275,447			
Water and Sewer Fund	11,203,985			
Electric Fund*	10,835,935			
ARPA (20)	2,831,727			
SCIF (21)	175,401			
JB George Endowment (40)	131,962			
Water Plant Expansion (43)	504,579			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	2,169,342			
Capital Project Fund: General (46)	1,106,382			
Capital Project Fund: Electric (47)	793,638			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(3,916)	1st CITIZENS	35,161,014	0.3% (Earn
Firemen Relief Fund (50)	92,302	NCCMT	5,105,144	0.600%
Fire District Fund (51)	85,455	KS BANK	2,400,695	0.25%
General Capital Reserve Fund (72)	6,169	TRUIST	5,000,000	1.30%
Total	\$ 47,666,852		\$ 47,666,852	

*Plug

Account Balances Confirmed By Finance Director on

5/25/2023

Department Reports





FINANCE DEPARTMENTAL REPORT FOR APRIL, 2023

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

Daily Collections/Property Taxes/Other.....	\$2,975,831
Franchise Tax.....	-
Sales & Use Tax.....	297,974
Powel Bill.....	-
Total Revenue	\$3,273,805
Expenditures: General, Water, and Electric.....	\$3,021,091

FINANCE:

- Compiled and submitted monthly retirement report for April on May 24, 2023.
- Issued 54 purchase orders
- Processed 607 vendor invoices for payment and issued 330 accounts payable checks
- Prepared and processed 3 regular payrolls and remitted federal and state payroll taxes on 4/14/2023 & 4/28/2023.
- Issued total of 65 renewal privilege licenses for beer and wine sales with 27 outstanding
- Sent 0 past due notices for delinquent privilege license
- Issued 2 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$9,496.
- Processed 6 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$15,642.91 (EMS: \$2,889.60; SRAC: \$1,461.64; Utility: \$11,291.67; and Other: \$0)
- Penn Credit - Bad Debt Collections received in August \$0; Total collections calendar year-to-date \$23,185.67
- Invoiced 2 grave opening (10-40-3400-3403-0003) for a total of \$1,450
- Invoiced Johnston Community College for Police Security on April 11, 2023 for March & April.
- Earned \$30,089 in interest from FCB and paid \$3,413 in fees on the central depository account.
- Paid \$13,209 in credit/debit/Tyler card fees, but received \$8,277 (31-72-3550-3520-0002) in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting on April 4th
- Attended Late Evening Budget Meetings on April 3, 4, 17, and 24, 2023
- Meet with NC Investment Pool Representative on April 4, 2023
- Completed Quarterly SCIF Grants Report on April 5, 2023
- Wrote and Submitted Late Audit Response Follow-Up to LGS on April 12, 2023
- Attended Department Head Meeting on April 3 and 18, 2023
- Issued Year End Purchase Orders Notice on April 4, 2023
- Paid Utility Sales Tax for March 2023 on April 14, 2023
- Completed Capital Projects spreadsheets on April 14, 2023
- Completed Annual ARPA Report on April 14, 2023

ASSISTANT FINANCE DIRECTOR

- Attended conference call with Mark III for upcoming payroll import file on April 5th.
- Attended Employee Benefits Committee Meeting on April 12th.
- Attended Empower Employer’s Webinar on April 12th and 20th.
- Worked with Tyler to resolve automatic updates for accounting software.
- Worked with Mark III representative on administration/billing of COBRA benefits for retiree.



Planning Department Development Report

Friday, May 26, 2023

Project Name: Airport Industrial Lot 4
 Request: 8000 sq ft Industrial Flex Space
 Location 154 Airport Ind Drive
 Tax ID#: 15J08017H PIN#: 68500-04-6994
 Project Status First Review Complete
 Notes: Staff review & approval

Site Plan 2023-04
Submittal Date: 4/19/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: Home2Suites
 Request: 98 Room Hotel
 Location Towne Center Place
 Tax ID#: 15L11001H PIN#: 260305-08-8796
 Project Status First Review Complete
 Notes: Staff review and approval

Site Plan 2023-03
Submittal Date: 3/17/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: Ram Rent-All
 Request: Free standing storage building
 Location 804 North Brightleaf Boulevard
 Tax ID#: 15006010 PIN#: 260413-02-1766
 Project Status Approved
 Notes: 1,800 square foot metal building

Site Plan 2023-04
Submittal Date: 2/10/2023
Planning Board Review:
Board of Adjustment Review: 3/30/2023
Town Council Hearing Date:
Approval Date: 4/13/2023

Project Name: Smithfield Kia Dealership
 Request: Modifications to previous Ford dealership site
 Location 1698 Booker Dairy Road
 Tax ID#: 14L10199H PIN#: 260414-34-2689
 Project Status Approved
 Notes: Staff review and approval

Site Plan 2022-13
Submittal Date: 12/12/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **SSS Gym Exspansion**
Request: Gym Expansion
Location 700 M.D.S Parkway
Tax ID#: 14075033 PIN#: 260405-08-9280
Project Status **Approved**
Notes: Staff review and approval

Site Plan 2022-14
Submittal Date: 12/12/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **OPW Containment Systems**
Request: Expands parking into adjacent lot
Location 132 Citation Lane
Tax ID#: 15079005E PIN#: 168510-37-9463
Project Status **Approved**
Notes: Under Construction

Site Plan 2022-12
Submittal Date: 11/21/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Deacon Jones Chrysler Addition**
Request: 6,800 sq ft addition
Location 1109 North Brightleaf Boulevard
Tax ID#: 15004022 PIN#: 260413-24-1290
Project Status **Approved**
Notes: Under Construction

Site Plan 2022-07
Submittal Date: 8/24/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Brightleaf Plaza / Enterprise**
Request: 8,900 sq ft building on a 1.98 ac tract
Location 819 North Brightleaf Boulevard
Tax ID#: 15005041 PIN#: 260413-03-5247
Project Status **Approved**
Notes: Under Construction

Site Plan 2022-09
Submittal Date: 8/18/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Brogden Industrial**
 Request: 265,000 sq ft warehouse
 Location 934 Brogden Road
 Tax ID#: 15K11012C PIN#: 169310-35-5200
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-05	
Submittal Date:	5/18/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Whitley Townes**
 Request: 70 lot Townhouse Subdivision
 Location West Market Street
 Tax ID#: 15084001 PIN#: 169409-06-6525
 Project Status **Approved**
 Notes: Construction drawings approved

Subdivision 2022-03	
Submittal Date:	4/1/2022
Planning Board Review:	5/5/2022
Board of Adjustment Review:	
Town Council Hearing Date:	6/7/2022
Approval Date:	

Project Name: **Take 5 Oil Change**
 Request: Retail oil change service center
 Location 1307 North Brightleaf Boulevard
 Tax ID#: 14074019 PIN#: 260411-55-6272
 Project Status **Approved**
 Notes: Approval Eminent

Site Plan 2022-02	
Submittal Date:	3/11/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

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

Subdivision 2022-02	
Submittal Date:	3/4/2022
Planning Board Review:	4/7/2022
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2022
Approval Date:	

Project Name: **Franklin Towns**
 Request: Preliminary Sub'd for 134 townhouses on 15.9 acers
 Location Wilson's Mills Road
 Tax ID#: 15083049E PIN#: 169406-29-7604
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2022-01	
Submittal Date:	1/7/2022
Planning Board Review:	2/4/2022
Board of Adjustment Review:	
Town Council Hearing Date:	3/1/2022
Approval Date:	

Project Name: **Harvest Run**
 Request: R8-CZ to allow for 69 townhouses and 96 single family
 Location NC 210 Highway
 Tax ID#: 15077009 PIN#: 168400-84-6775
 Project Status **Approved**
 Notes: Constrction Drawings in third staff review

Conditional Zoning 2021-10	
Submittal Date:	10/1/2021
Planning Board Review:	11/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	12/7/2021
Approval Date:	

Project Name: **JNX Corporate Hangers**
 Request: Parking and stormwater improvements
 Location 3146 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-17	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Smithfied PD expansion**
 Request: Addition to existing facility
 Location 110 South Fifth Street
 Tax ID#: 15025048 PIN#: 169419-50-2949
 Project Status **Approved**
 Notes: Under Construction

Conditional Zoning 2021-05	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/9/2021
Approval Date:	

Project Name: **Marin Woods Subdivision**
 Request: 143 units on 31.56 Ac.
 Location NC210 Highway
 Tax ID#: 15077008 PIN#: 168400-74-4498
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2021	
Submittal Date:	7/2/2021
Planning Board Review:	8/5/2021
Board of Adjustment Review:	
Town Council Hearing Date:	9/7/2021
Approval Date:	

Project Name: **Ample Storage Expansion**
 Request: 32K additional building area on 1.84 acres
 Location 787 West Market Street
 Tax ID#: 15078199K PIN#: 169413-04-3402
 Project Status **Approved**
 Notes: Under Construction

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

Project Name: **Johnston Health Services**
 Request: 5,370 Sq ft addition to Hospital Complex
 Location 512 North Brightleaf Boulevard
 Tax ID#: 15010058 PIN#: 169416-82-0969
 Project Status **Approved**
 Notes: Under Construction

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

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

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

Project Name: **East River Phase 3-5**
Request: Residential Subdivision
Location Buffalo Road
Tax ID#: 14075013 PIN#: 169520-80-3415
Project Status **Approved**
Notes: Under Construction

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

Project Name: **East River Phase 6-7**
Request: Townhouse Development
Location Buffalo Road
Tax ID#: 14075013 PIN#: 169520-80-3415
Project Status **Approved**
Notes: Under Construction

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

Project Name: **Twin Creeks Phs 1**
Request: 28 Lot Subdivision
Location Gailee Road
Tax ID#: 15109011B PIN#: 167300-56-5565
Project Status
Notes: Under Construction

Subdivision 2019-01	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Kamdon Ranch**
Request: 110 Lot Division
Location Swift Creek Road
Tax ID#: 15108020 PIN#: 167400-55-9495
Project Status **Approved**
Notes: Under Construction

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



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 2023

		Permit Fees	Permits Issued
Zoning	Land Use	\$1000.00	10
Subdivisions	Major Subdivision	\$250.00	1
Site Plan	Minor Site Plan	\$400.00	13
Zoning	Sign	\$350.00	7
Report Period Total:		\$2,000.00	31
Fiscal YTD Total:		\$21,140.00	357

Z23-000063	Zoning	Land Use	Perfume Outlet	1025 Outlet Center Dr
Z23-000060	Zoning	Sign	The Jewelry Outlet	1025 Outlet Center Dr
SP23-000105	Site Plan	Minor Site Plan	Class B Manufactured Home	1909 South Brightleaf Blvd
Z23-000064	Zoning	Sign	316 Print Company	1338 North Brightleaf Blvd
Z23-000052	Zoning	Sign	The Peach Cobbler Factory	1258 North Brightleaf Blvd
Z23-000050	Zoning	Land Use	Kookie Krumbs, LLC	250 Venture Dr
SP23-000093	Site Plan	Minor Site Plan	Single Family Dwelling	413 Ash St
SP23-000094	Site Plan	Minor Site Plan	Single Family Dwelling	298 Westerman Place
Z23-000053	Zoning	Land Use	Engineered Systems Inc.	237 Airport Industrial Dr
Z23-000054	Zoning	Sign	Grace Community Wall Sign	923 M Durwood Stephenson Pkw
Z23-000055	Zoning	Sign	Fairfield Inn Wall Sign	809 Venture Dr
SP23-000095	Site Plan	Minor Site Plan	Single Family Dwelling	2026 Galilee Rd
Z23-000056	Zoning	Land Use	Home Occupation	1146 Country Club Rd
SP23-000097	Site Plan	Minor Site Plan	10' x 10' Accessory Building	205 Cloverdale Dr
Z23-000057	Zoning	Land Use	Backyard Butchers	1025 Outlet Center Dr
Z23-000058	Zoning	Land Use	Dr. Shahida Medical Office	712-B Wilkins St
SP23-000098	Site Plan	Minor Site Plan	Ram Rent -All	804 North Brightleaf Blvd
SP23-000099	Site Plan	Minor Site Plan	East River Central Park	270 Sanpiper Court
Z23-000059	Zoning	Sign	East River Phs 6 sub'd sign	1900 Buffalo Rd
SP23-000100	Site Plan	Minor Site Plan	Accessory Structure	109 East Caroline Ave
SP23-000101	Site Plan	Minor Site Plan	In Ground Pool	137 McCoy Dr

SP23-000102	Site Plan	Minor Site Plan	Deck Addition	126 Old English Court
SP23-000103	Site Plan	Minor Site Plan	Single Family Dwelling	129 Strickland Dr
SP23-000104	Site Plan	Minor Site Plan	Single Family Dwelling	1102 Old Booker Dairy Rd
Z23-000061	Zoning	Land Use	Boykin Rhodes Farms	718 South Third St
Z23-000062	Zoning	Land Use	95 Deli & Grill	1547 East Market St
SP23-000106	Site Plan	Minor Site Plan	Deck Addition	2255 Buffalo Rd
Z23-000065	Zoning	Sign	Rebirth Deliverance Min.	2735 Buffalo Rd
Z23-000066	Zoning	Land Use	New Innovation Nail Salon	907 South Brightleaf Blvd
Z23-000067	Zoning	Land Use	Johnston Counseling Services	212 Bridge St
Z23-000068	Zoning	Land Use	Vive La Vida Food Truck	214 Wilson Mills Rd





**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING April 30, 2023**

I. STATISTICAL SECTION

Month Ending April 30, 2023	April 2023	April 2022	Total 2023	Total 2022	YTD Difference
Calls for Service	1705	1910	6399	8025	-1626
Incident Reports Completed	135	144	470	543	-73
Cases Closed	59	99	249	398	-149
Accident Reports	87	91	284	306	-22
Arrest Reports	64	82	246	361	-115
Burglaries Reported	4	5	22	18	+4
Drug Charges	21	18	60	96	-36
DWI Charges	4	10	18	31	-13
Citations Issued	169	230	502	1115	-613
Speeding	53	116	145	473	-328
No Operator License	27	42	134	238	-104
Registration Violations	16	23	47	132	-85

II. PERSONNEL UPDATE

The police department currently has 7 vacant officer positions. One new hire is currently in BLET Training at JCC. Two officers are out on light duty. One civilian employee is out on medical leave. We have one civilian vacant position. (Records Clerk). We are currently seeking applicants to fill vacant positions. We continue to advertise for all vacant positions. The department continues to visit Blet classes in order to recruit new employees. We are currently reviewing and selecting applicants to attend the next BLET class at JCC. We constantly seek out other Law Enforcement officers to invite them to apply for open positions. We encourage family and friends that may know other officers and civilians to apply for open positions.

III. MISCELLANEOUS

The department continues its recruitment effort in order to fill vacant positions. We addressed speeding and code violation concerns brought to our attention by citizens. We continue to address these issues and provide feedback to the public. The department continues to prepare for upcoming community events and activities.

REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2023

PART I CRIMES	March	March	+/-	Percent	Year-To-Date		+/-	Percent
	2022	2023		Changed	2022	2023		Changed
MURDER	0	0	0	N.C.	0	1	1	N.C.
RAPE	1	0	-1	-100%	2	0	-2	-100%
ROBBERY	0	1	1	N.C.	0	1	1	N.C.
Commercial	0	1	1	N.C.	0	1	1	N.C.
Individual	0	0	0	N.C.	0	0	0	N.C.
ASSAULT	3	7	4	133%	19	16	-3	-16%
* VIOLENT *	4	8	4	100%	21	18	-3	-14%
BURGLARY	5	7	2	40%	12	16	4	33%
Residential	3	5	2	67%	8	9	1	13%
Non-Resident.	2	2	0	0%	4	7	3	75%
LARCENY	29	26	-3	-10%	100	78	-22	-22%
AUTO THEFT	0	2	2	N.C.	7	5	-2	-29%
ARSON	0	0	0	N.C.	1	1	0	0%
* PROPERTY *	34	35	1	3%	120	100	-20	-17%
PART I TOTAL:	38	43	5	13%	141	118	-23	-16%
PART II CRIMES								
Drug	36	19	-17	-47%	84	44	-40	-48%
Assault Simple	6	7	1	17%	23	30	7	30%
Forgery/Counterfeit	0	1	1	N.C.	3	4	1	33%
Fraud	11	10	-1	-9%	29	30	1	3%
Embezzlement	1	1	0	0%	1	1	0	0%
Stolen Property	2	0	-2	-100%	3	1	-2	-67%
Vandalism	6	1	-5	-83%	19	8	-11	-58%
Weapons	1	0	-1	-100%	2	1	-1	-50%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	1	1	0	0%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	9	0	-9	-100%	19	8	-11	-58%
Liquor Law Violation	9	1	-8	-89%	9	1	-8	-89%
Disorderly Conduct	1	2	1	100%	4	3	-1	-25%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	1	1	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	24	27	3	13%	57	83	26	46%
PART II TOTAL:	106	69	-37	-35%	254	216	-38	-15%
GRAND TOTAL:	144	112	-32	-22%	395	334	-61	-15%

N.C. = Not Calculable



Town of Smithfield
Fire Department
 April 2023

I. Statistical Section

April

Confirmed Structure Fires	36
EMS Responses	135
Misc./Other Calls	37
Mutual Aid Calls	15
TOTAL EMERGENCY RESPONSES	223

	April	YTD
Fire Inspections	89	307
Public Fire Education Programs	2	4
# Of Children Educated	43	43
# Of Adults Educated	75	140
Plans Review Construction/Renovation Projects	24	98
Fire Department Permits reviewed / Issued	14	114
Business Preplans	0	1
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	1	1

II. Major Revenues

	April	YTD
Inspections	\$900.00	\$2900.00
Fire Recovery USA	\$1372.00	\$5356.02

III. Personnel Update:

No vacant Full-time positions, Continuous Part-time positions available, 11 p/t positions current including the p/t fire inspector.

IV. Narrative of monthly departmental activities:

- Squad was in-service 8 of 20 days
- Town Specifications Review
- New Business Worksheet Follow-up with Utility revision
- Public Education at Early Learning Center (Medical Mall)
- Pub Ed-Fire Drill at the JCC Elsie Building
- Ham & Yam Festival Consultations/Preparation
- Apr. 3 – Assisted with the FIT Live Fire Training – JCC
- Apr. 3 – Public Education – Early Learning Center
- Apr. 6 – Fireworks Testing – Wallace Welding
- Apr. 10 – Followership Course – Station 1

- Apr. 17 – Water Shuttle Training – Brogden FD
- Apr. 20 – EMS Continuing Education – Station 1
- Apr. 22 – Tanker Task Force Training – Cleveland FD
- Apr. 27 – Captain Powell’s Retirement Party – Station 1

V. Upcoming Plans

- Website Update Continues
- District/Inspection Zones Development
- High Hazard inspection preparation/assessments
- Special Properties meetings with County Inspections
- Digital Plans Preparation/Software/Monitor Etc.

**Town of Smithfield
Public Works Department
April 30, 2023**



198 Total Work Orders completed by the Public Works Department

7 Burials, at \$725.00 each = \$5,075.00

0 Cremation Burial, \$425.00 each = \$0

\$4,000 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

409.81 tons of household waste collected.

134.00 tons of yard waste collected.

3.31 tons of recycling collected.

0 gallons of used motor oil were recycled.

0 scrap tires were recycled.

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
April 30, 2023



I. Statistical Section

- 7 Burials
- 3 Works Orders – Buildings & Facilities Division
- 59 Work Orders – Grounds Division
- 8 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	<u>\$4,000.00</u>
Riverside Ext Cemetery Lot Sales:	<u>\$0</u>
Grave Opening Fees:	<u>\$5,075.25</u>
Total Revenue:	<u>\$9,075.25</u>

III. Major Expenses for the Month:

None

IV. Personnel Update:

No new employees were hired for the month of April.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-way's, buildings and facilities. The Public Works Dept. had safety meetings for the month of April. "Ergonomics Safety" with Jaime Pearce with Wellness Works.

Appearance Commission April 2023 Monthly Report:

Discussed T-Shirts

Gave Parks and Rec Money for his 12 receptacles 6 Benches for walking.

No one responded to the RFQ for 95 and 93 Landscaping bid, so they talked about asking Clayton Narran to do the work as far as designing a landscape.

Mrs. Peggy Scott ordered the planters for the Town Hall.

Next Appearance Commission meeting will be on May 15, 2023, at 5:00 pm in Town Hall.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
April 30, 2023**



I. Statistical Section

- 5 Preventive Maintenances
- 0 North Carolina Inspections (Outsourced Inspections)
- 32 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

No new hires

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenance on all Town owned generators. The Public Works Dept. had two safety meetings for the month of April. "Ergonomics Safety Talk" with Jaime Pearce with Wellness Works

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
April 30, 2023**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 3 Work Orders – 650 Linear Feet of ditches were cleaned
- e. 23 Work Orders – 1,125 lbs. of Cold Patch was used for 44 Potholes.

II. Major Revenues

None

III. Major Expenses for the Month:

None

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Dept. for the month of April. Ergonomics Safety Talk "with Jamie Pearce.

Work Orders List for 04/01/2023 - 04/30/2023



WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#849 Faded stopsign Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 04/03/2023	Total Time Costs Total Time Total Costs	Type of sign: Stopsign Materials / Hardware: 1-30x30 stopsign 2-bolts,2-washers,2-nuts Truck #: 412 Name of workers: Jb
#841 Streetblades missing Signage Ethan Bryant	Drainage Division Truck #412 Parent: Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023	Total Time Costs Total Time Total Costs	Type of sign: Streetblades Materials / Hardware: 2-24x8 streetblades 1-post bracket,1-t bracket Truck #: 412 Name of workers: Jb
161 #852 Stopsign missing Signage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023	Total Time Costs Total Time Total Costs	Type of sign: Stopsign Materials / Hardware: 1-30x30 stopsign Truck #: 412 Name of workers: Jb
#853 Po Drainage Ethan Bryant	Drainage Division Truck #412 Parent: Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023	Total Time Costs Total Time Total Costs	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 412 Names of worker(s): Jb

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#854	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023	Total Time Costs Total Time	\$1.72 5m 0s \$1.72	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 12 bag Truck(s) #: 412 Names of worker(s): Jb
#855	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023			Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 412 Names of worker(s): Jb
#856	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023			Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 412 Names of worker(s): Jb
#857	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023			Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 412 Names of worker(s): Jb

#858	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/03/2023		Square Feet of repair : 3x3 Bags of Perma Patch used.: 1 bag Material used : 1 bag Truck(s) #: 412 Names of worker(s): Jb
#862	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/04/2023	Total Time Costs Total Time Total Costs	Type of sign: Stopsign Materials / Hardware: None Truck #: 412 Name of workers: Jb
#863	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/04/2023	Total Time Costs Total Time Total Costs	Type of sign: Speed limit Materials / Hardware: None Truck #: 412 Name of workers: Jb
#864	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/04/2023	Total Time Costs Total Time Total Costs	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 41 2 Names of worker(s): Jb
#865	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/04/2023	Total Time Costs Total Time Total Costs	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#867
Fill pothole
[Drainage](#)
 Ethan Bryant

Drainage Division
 Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/04/2023

Square Feet of repair : 3x3
 Bags of Perma Patch used.: 1 bag
 Material used : 1 bag
 Truck(s) #: 412
 Names of worker(s): Jb

#869
Fill in hole beside street
[Drainage](#)
 Ethan Bryant

Drainage Division
 Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/04/2023

Total Time Costs
 Total Time
 \$15.50
 45m 0s
\$15.50

Sqare Feet of repair : 3x3
 Bags of Perma Patch used.: 1/2 backhoe bucket of 57 stone
 Material used : 1/2 backhoe bucket of 57 stone
 Truck(s) #: 411 backhoe ,905
 Names of worker(s): Jb,joey,Anthony

#875
Sheetblades missing
[Drainage](#)
 Ethan Bryant

Drainage Division
 Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/05/2023

Total Time Costs
 Total Time
 \$20.66
 1h 0m 0s
\$20.66

Type of sign: Streetblades
 Materials / Hardware: 2-24x8 streetblades,t-bracket
 Truck #: 412
 Name of workers: Jb

#876
Stopsign leaning
[Drainage](#)
 Ethan Bryant

Drainage Division
 Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/05/2023

Total Time Costs
 Total Time
 \$1.72
 5m 0s
\$1.72

Type of sign: Stopsign
 Materials / Hardware: None
 Truck #: 412
 Name of workers: Jb

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#877	Drainage Division	✓ Done			Square Feet of repair : 2x2
Pothole	Drainage Division	Completed by Ethan Bryant on 04/05/2023			Bags of Perma Patch used.: 1/2 bag
Drainage					Material used : 1/2 bag
Ethan Bryant					Truck(s) #: 412
					Names of worker(s): Jb
#879	Drainage Division	✓ Done	Total Time Costs	\$6.89	Workers: Jb
Cut fema lot	Drainage Division	Completed by Ethan Bryant on 04/05/2023	Total Time	20m 0s	Truck(s)# : 412
Drainage			Total Costs	\$6.89	Equipment.: 1- scag
Ethan Bryant					
#880	Drainage Division	✓ Done			Workers: Jb
Cut fema lot	Drainage Division	Completed by Ethan Bryant on 04/05/2023			Truck(s)# : 412
Drainage					Equipment.: 1-scag
Ethan Bryant					
#881	Drainage Division	✓ Done	Total Time Costs	\$5.17	Workers: Jb
Cut right of way	Drainage Division	Completed by Ethan Bryant on 04/05/2023	Total Time	15m 0s	Truck(s)# : 412
Drainage			Total Costs	\$5.17	Equipment.: 1scag
Ethan Bryant					
#883	Drainage Division	✓ Done	Total Time Costs	\$1.72	Square Feet of repair : 2x2
Fill pothole	Drainage Division	Completed by Ethan Bryant on 04/05/2023	Total Time	5m 0s	Bags of Perma Patch used.: 1 bag
Drainage			Total Costs	\$1.72	Material used : 1 bag
Ethan Bryant					Truck(s) #: 412
					Names of worker(s): Jb

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#892	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/06/2023	Total Time Costs Total Time Total Costs	\$10.33 30m 0s \$10.33	Square Feet of repair : 6- 2x2 potholes Bags of Perma Patch used.: 5 bags Material used : 5 bags Truck(s) #: 905 Names of worker(s): Jb,joey,Zack
#890	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/06/2023	Total Time Costs Total Time Total Costs	\$5.17 15m 0s \$5.17	Type of sign: Streetblades Materials / Hardware: 1-post bracket-t- brack Truck #: 905 Name of workers: Jb,joey,Zack
#903	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/10/2023	Total Time Costs Total Time Total Costs	\$6.89 20m 0s \$6.89	Type of sign: Streetblades Truck #: 412 Name of workers: Ethan&Jb
#909	Drainage Division Drainage Division	04/10/2023 ✓ Done Completed by Ethan Bryant on 04/10/2023	Total Time Costs Total Time Total Costs	\$5.17 15m 0s \$5.17	Square Feet of repair : 10 (1x1 Bags of Perma Patch used.: 3 Material used : 3 bags 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#911	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/10/2023	Total Time Costs Total Time Total Costs	\$6.89 20m 0s \$6.89	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#915 Potholes Drainage Ethan Bryant	Drainage Division Drainage Division	04/10/2023 ✓ Done Completed by Ethan Bryant on 04/12/2023	Total Time Costs Total Time Total Costs	\$3.44 10m 0s \$3.44	Square Feet of repair : 4 (2x2) Bags of Perma Patch used.: 1(1/2) Material used : 1(1/2) bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#850 Streetblades torn down Signage Ethan Bryant	Drainage Division Parent: Truck #412 Drainage Division	✓ Done Completed by Ethan Bryant on 04/12/2023	Total Time Costs Total Time Total Costs	\$3.44 10m 0s \$3.44	
#926 Pothole 16 Medium Streets Division Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 04/12/2023	Total Time Costs Total Time Total Costs	\$3.44 10m 0s \$3.44	Square Feet of repair : 1(2x2) Bags of Perma Patch used.: 1 Material used : 1 bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#927 Pot hole Medium Streets Division Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 04/12/2023	Total Time Costs Total Time Total Costs	\$1.72 5m 0s \$1.72	Square Feet of repair : 2(1x1) Bags of Perma Patch used.: 1.5 Material used : 1.5 bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#928
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant
 on 04/12/2023

Total Time Costs
 Total Time
Total Costs

Square Feet of repair : 4 (1x1)
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#929
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant
 on 04/12/2023

Total Time Costs
 Total Time
Total Costs

Square Feet of repair : 1x1
 Bags of Perma Patch used.: 1/4
 Material used : 1/4 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#930
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant
 on 04/12/2023

Total Time Costs
 Total Time
Total Costs

Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#932
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant
 on 04/12/2023

Total Time Costs
 Total Time
Total Costs

Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

WORK ORDER INFO **LOCATION & ASSET** **DUE & STATUS** **TIME & COST** **PROCEDURE ANSWERS**

#933
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant on 04/12/2023

Total Time Costs
 Total Time

\$1.72
 5m 0s

\$1.72

Square Feet of repair : 2 1x1
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#934
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant on 04/12/2023

Total Time Costs
 Total Time

\$1.72
 5m 0s

\$1.72

Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#935
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ Done
 Completed by Ethan Bryant on 04/12/2023

Total Time Costs
 Total Time

\$1.72
 5m 0s

\$1.72

Square Feet of repair : 1x1
 Bags of Perma Patch used.: 1/4
 Material used : 1/4 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#956
Clean out drain pipes
High
Drainage
 Ethan Bryant

Drainage Division
 Drainage Division

✓ Done
 Completed by Ethan Bryant on 04/14/2023

Total Time Costs
 Total Time

\$247.92
 12h 0m 0s

\$247.92

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#957

Cut grass

Medium

Streets
Division

Ethan Bryant

Drainage Division
Street Division

✓ Done
Completed by Ethan Bryant
on 04/14/2023

Total Time Costs
Total Time
\$61.98
3h 0m 0s
\$61.98

#958

Fill in sink hole

High

Drainage

Ethan Bryant

Drainage Division
Drainage Division

✓ Done
Completed by Ethan Bryant
on 04/14/2023

Total Time Costs
Total Time
\$41.32
2h 0m 0s
\$41.32

#966

Down tree

High

Streets
Division

Ethan Bryant

Drainage Division
Street Division

✓ Done
Completed by Ethan Bryant
on 04/14/2023

Total Time Costs
Total Time
\$21.54
1h 2m 34s
\$21.54

#971

Fix banner at town hall

Medium

Signage

Ethan Bryant

Drainage Division
Street Division

✓ Done
Completed by Ethan Bryant
on 04/17/2023

Total Time Costs
Total Time
\$1.72
5m 0s
\$1.72

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#974	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/17/2023	Total Time Costs Total Time Total Costs	\$41.32 2h 0m 0s \$41.32	
High	Drainage				
Ethan Bryant					
#979	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/18/2023	Total Time Costs Total Time Total Costs	\$1.72 5m 0s \$1.72	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag Truck(s) #: 412 Names of worker(s): Ethan&Jb
Medium	Drainage				
Ethan Bryant					
#980	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/18/2023	Total Time Costs Total Time Total Costs	\$20.66 1h 0m 0s \$20.66	
Medium	Drainage				
Ethan Bryant					
#983	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$15.50 45m 0s \$15.50	
High	Drainage				
Ethan Bryant					

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#986 Cut right of way Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$15.50 45m 0s \$15.50	Linear feet: 150 Equipment used : Johndeere tractor Name of workers : Ethan&Jb Truck(s): 412
#985 Cut right of way Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$15.50 45m 0s \$15.50	Linear feet: 150 Equipment used : Johndeere Tractor Name of workers : Ethan&Jb Truck(s): 412
#975 Clean ditch and mow Medium Drainage Ethan Bryant		✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$20.66 1h 0m 0s \$20.66	
#987 Cut ditch Medium Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$6.89 20m 0s \$6.89	Ditch work Linear feet: 50 Equipment used : Johndeere tractor Name of workers : Ethan&Jb Truck(s): 412
#988 Cut right of way Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2023	Total Time Costs Total Time Total Costs	\$15.50 45m 0s \$15.50	Linear feet: 200 Equipment used : Johndeere tractor Name of workers : Ethan&Jb Truck(s): 412

PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

#998	Drainage Division	✓ Done	Total Time Costs	\$10.33
Cut grass at college rd & MLK	Drainage Division	Completed by Ethan Bryant on 04/20/2023	Total Time	30m 0s
Drainage			Total Costs	\$10.33
Ethan Bryant				
#999	Drainage Division	✓ Done	Total Time Costs	\$10.33
Cut grass	Drainage Division	Completed by Ethan Bryant on 04/20/2023	Total Time	30m 0s
FEMA Lots			Total Costs	\$10.33
Drainage				
Ethan Bryant				
#1000	Drainage Division	✓ Done	Total Time Costs	\$10.33
Cut grass	Drainage Division	Completed by Ethan Bryant on 04/20/2023	Total Time	30m 0s
FEMA Lots			Total Costs	\$10.33
Drainage				
Ethan Bryant				
#1001	Drainage Division	✓ Done	Total Time Costs	\$5.17
Cut grass	Drainage Division	Completed by Ethan Bryant on 04/20/2023	Total Time	15m 0s
FEMA Lots			Total Costs	\$5.17
Drainage				
Ethan Bryant				
#1014	Drainage Division	04/24/2023	Total Time Costs	\$20.66
Cut back shrubs can't see when turning out.		✓ Done	Total Time	1h 0m 0s
Preventive		Completed by Ethan Bryant on 04/24/2023	Total Costs	\$20.66
Ethan Bryant				

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1013 Hole needs to be filled Medium Drainage Tony Burnette Ethan Bryant		✓ Done Completed by Ethan Bryant on 04/25/2023	Total Time Costs Total Time Total Costs	\$1.72 5m 0s \$1.72
#1024 Powell st & coats st Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/25/2023	Total Time Costs Total Time Total Costs	\$20.66 1h 0m 0s \$20.66 Ditch work Linear feet: 400 Equipment used : Johndeere tractor Name of workers : Ethan&Jb Truck(s): 412
#1029 Catchbasin stopped up Drainage Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 04/25/2023	Total Time Costs Total Time Total Costs	\$15.50 45m 0s \$15.50
#1020 320 STANCIL ST #B Streets Division Ethan Bryant	Town Hall	✓ Done Completed by Ethan Bryant on 04/27/2023	Total Time Costs Total Time Total Costs	\$1.72 5m 0s \$1.72
#1027 Clean storm drain Drainage Ethan Bryant	Drainage Division Drainage Division	🔄 In Progress	Total Time Costs Total Time Total Costs	\$10.40 30m 13s \$10.40

Signed off by

Date

WATER/SEWER STREET CUT LIST

Date:	Address:	Size:	Emailed to PW on:
05/10/23	210 Stancil St.	10x5	05/17/23
05/12/23	Massey St. & S. 6th St.	8x10	05/17/23
05/16/23	406 S. 7th St.	6x6	05/17/23
		(6) cuts: 8x21;	
05/17/23	E. Johnston St. / between S. 7th & S. 6th St.	4x21; 7x21;	05/17/23
		8x21; 5x26;	
		3x14	
05/17/23	S. 6th St. / between E. Johnston & E. Church	8x16	05/17/23

Submitted to Denton Contracting 5/17/23
Total 10 utility cuts

Town of Smithfield
Public Works Sanitation Division
Monthly Report
April 30, 2023



I. Statistical Section

The Division collected from approximately 4136 homes, 4 times during the month

- a. Sanitation forces completed 45 work orders
- b. Sanitation forces collected tons 409.81 of household waste
- c. Sanitation forces disposed of loads 67 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 6.78 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.31 tons of recyclable plastic
- h. Recycled 1,249 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 2,500 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 \$0.00
- c. Sold 2200 lbs. of shredder steel for \$218.75 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,412 for disposal of yard waste and debris.

IV. Personnel Update:

The Department continues to work with Mitchells Temporary to fill in the 2 vacant spots in the sanitation department.

V. Narrative of monthly departmental activities:

Public works Delivered and picked up Traffic Cones for the farmer's market.
Public Works Safety Training was on "Ergonomics Safety Talk" With Jamie Pearce.

Community Service Workers worked 0 Hrs.



MONTHLY REPORT FOR APRIL, 2023

PROGRAMS STATISTICS	APRIL, 2023		APRIL, 2022	
NUMBER OF PROGRAMS	17		15	
TOTAL ATHLETICS PARTICIPANTS	508		374	
TOTAL NON/ATHLETIC PARTICIPANTS	974		634	
NUMBER OF GAMES PLAYED	89		59	
TOTAL NUMBER OF PLAYERS (GAMES)	2304		1740	
NUMBER OF PRACTICES	49		57	
TOTAL NUMBER OF PLAYER(S) PRACTICES	487		993	
SARAH YARD COMMUNITY CENTER	95		117	
	APRIL, 2023	22/23 FY YTD	APRIL, 2022	21/22 FY YTD
PARKS RENTALS	108	658	95	513
USERS (PARKS RENTALS)	4616	20247	3393	15688
TOTAL UNIQUE CONTACTS	8,984		7,251	
	APRIL, 2023	22/23 FY YTD	APRIL, 2022	21/22 FY YTD
PARKS AND RECREATION REVENUES	\$ 4,835.00	\$ 86,134.00	\$ 7,559.00	\$ 57,760.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 70,822.00	\$ 682,711.00	\$ 73,152.00	\$ 632,305.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ 2,767.00	\$ 195,399.00	\$ 4,590.00	\$ 84,098.00
SARAH YARD CENTER EXPENDITURES (OPERATION)	\$ 1,698.00	\$ 26,308.00	\$ -	\$ 8,500.00
SARAH YARD CENTER EXPENDITURES (CAPITAL OL)	\$ -	\$ 21,500.00	\$ -	\$ 8,500.00

HIGHLIGHTS T-Ball, Youth Baseball/Softball, Fun and Fellowship Softball, Spring Break Soccer Camp
 Easter Egg Hunt, Senior Games, Mother Son Dance, Litter Sweep
 Eva Ennis Park Trail Grand Opening
 Artists in the Community Series at Sarah Yard Community Center



SRAC MONTHLY REPORT FOR APRIL, 2023

PROGRAMS STATISTICS	APRIL, 2023		APRIL, 2022	
NUMBER OF PROGRAMS	21		18	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2861		4762	
	APRIL, 2023	22/23 FY YTD	APRIL, 2022	21/22 FY YTD
SRAC MEMBER VISITS	3328	33809	2832	29160
DAY PASSES	1889	13207	1708	9988
RENTALS (SRAC)	47	219	43	399
USERS (SRAC RENTALS)	2707	26335	1386	18891
TOTAL UNIQUE CONTACTS	10,785		10,688	
	APRIL, 2023	22/23 FY YTD	APRIL, 2022	21/22 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 68,299.00	\$ 605,333.00	\$ 57,761.00	\$ 490,580.00
SRAC EXPENDITURES (OPERATIONS)	\$ 791,126.00	\$ 838,904.00	\$ 68,755.00	\$ 769,608.00
SRAC EXPENDITURES (CAPITAL)	\$ 153,902.00	\$ 165,915.00	\$ 7,242.00	\$ 15,256.00
SRAC MEMBERSHIPS	3305		2832	

HIGHLIGHTS

Alligator Steps Swim Lessons
Pottery Classes
Spring Sharks Swim Clinic



- **Statistical Section**

- Electric CP Demand 19,440 Kw relative to March's demand of 19,708 Kw.
- Electric System Reliability was 99.9949%, with three (3) recorded main line outages; relative to March's 99.9926%.
- Raw water treated on a daily average was 4.866 MG relative to 4.618 MG for March; with maximum demand of 5.506 MG relative to March's 5.961 MG.
- Total finished water to the system was 133.893 MG relative to March's 127.063 MG. Average daily for the month was 4.463 MG relative to March's 4.099 MG. Daily maximum was 5.073 MG (April 4th) relative to March's 5.073 MG. Daily minimum was 3.550 MG (April 2nd), relative to March's 1.067 MG.

- **Miscellaneous Revenues**

- Water sales were \$244,023 relative to March's \$217,320
- Sewer sales were \$433,304 relative to March's \$389,635
- Electrical sales were \$1,147,171 relative to March's sales of \$1,095,622
- Johnston County Water purchases were \$183,071 for 74.723 MG relative to March's \$208,987 for 85.301 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$845,764 relative to March's \$868,297.
- Johnston County sewer charge was \$227,670 for 57.209 MG relative to March's \$170,922 for 43.361 MG.

- **Personnel Changes**

- Hunter Parker began work as Electric Line Technician on April 10.
- Justin Lamberth resigned as Electric Line technician on April 14.



**Town of Smithfield
Electric Department
Monthly Report
April, 2023**

I. Statistical Section

- Street Lights repaired –5
- Area Lights repaired 7
- Service calls – 30
- Underground Electric Locates -343
- Poles changed out/removed or installed -18
- Underground Services Installed -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Meeting on Blood Borne Pathogens.
- The Electrical Dept. has a full crew, all positions have been filled. The last man will start May 8th.

V. Miscellaneous Activities:

- The Electrical Dept. has only house services & street lights to install at East River Phases 3,4,5,6 & 7 as houses are completed.
- The Electrical Dept. installed a new service at Community Park for the new shelter.
- The Electrical Dept. is working on replacing old poles and upgrading lines around town.



WATER & SEWER

April 2023 Monthly Report

● DISCONNECT WATER	2
● RECONNECT WATER	4
● TEST METER	2
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	4
● LOW PRESSURE CALLS	3
● NEW/RENEW SERVICE INSTALLS	2
● LEAK DETECTION	7
● METER CHECKS	20
● METER REPAIRS	18
● WATER MAIN/SERVICE REPAIRS	3
● STREET CUTS	3
● REPLACE EXISTING METERS	10
● INSTALL NEW METERS	1
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS/SINK HOLES	6
● CLEANOUTS INSTALLED	4
● INSPECTIONS	2
● CAMERA SEWER	5



MONTHLY WATER LOSS REPORT

April 2023

(3) - Meters with slow washer leaks

(2) – ¾" Line, 1/8" hole, 1day

1" Line, 1/8" hole, 1day

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	04/26/23	3	15	7965	10	North Street	04/24/23	2.5	15	17820	40
Computer Drive	04/26/23	3	15	31860	10	West Street	04/24/23	2.5	15	78030	50
Castle Drive	04/26/23	3	15	7965	10	Regency Drive	04/24/23	2.5	15	63720	60
Parkway Drive	04/26/23	3	15	63720	40	Randers Court	04/24/23	3	15	15930	40
Garner Drive	04/26/23	3	15	63723	40	Noble Street	04/24/23	2.1	15	15930	40
Hwy 210 LIFT ST.	04/26/23	3	15	15930	40	Fieldale Dr#1(L)	04/24/23	2.5	15	63720	40
Skyland Drive	04/26/23	3	15	7965	10	Fieldale Dr#2(R)	04/24/23	2	15	63720	40
Bradford Street	04/26/23	3	15	15930	10	Heather Court	04/24/23	2	15	15930	40
Kellie Drive	04/26/23	3	15	7965	10	Reading Place	04/24/23	2.1	15	15930	40
Edgewater	04/27/23	3	15	7965	10	East Street	04/24/23	2.5	15	63720	40
Edgecombe	04/27/23	3	15	15930	40	Smith Street	04/24/23	2.5	15	63720	40
Valley Wood	04/27/23	3	15	63720	40	Wellons Street	04/24/23	2.5	15	63720	40
Creek Wood	04/27/23	3	15	63720	40	Kay Drive	04/24/23	3.2	15	38985	15
White Oak Drive	04/27/23	3	15	7965	10	Huntington Place	04/24/23	1.8	15	38985	15
Brookwood Drive	04/27/23	3	15	22515	5	N. Lakeside Drive	04/24/23	1.8	15	9750	15
Runnymede Place	04/27/23	3	15	31860	10	Cypress Point	04/24/23	1.8	15	34890	12
Nottingham Place	04/27/23	3	15	38985	10	Quail Run	04/24/23	1.8	15	8715	12
Heritage Drive	04/27/23	3	15	38985	10	British Court	04/24/23	1.8	15	8715	12
Noble Plaza #1	04/28/23	2.8	15	9750	10	Tyler Street	04/24/23	1.8	15	78030	60
Noble Plaza #2	04/28/23	2.8	15	9750	10	Yelverton Road	04/24/23	1.2	15	63720	40
Pinecrest Street	04/28/23	3	15	19500	10	Ava Gardner	04/24/23	3.4	15	63720	40
S. Sussex Drive	04/28/23	3	15	31860	10	Waddell Drive	04/25/23	2	15	7965	10
Elm Drive	04/28/23	3	15	9750	10	Henly Place	04/25/23	3.2	15	8715	12
						Birch Street	04/25/23	3	15	34890	12
Coor Farm Supply	04/28/23	3	15	7965	10	Pine Street	04/25/23	3.4	15	38985	15
Old Goldsboro Rd,	04/28/23	3	15	7965	10	Oak Drive	04/25/23	3.4	15	37695	14
Hillcrest Drive	04/24/23	2.7	15	31860	10	Cedar Drive	04/25/23	3.4	15	31860	10
Eason Street	04/24/23	3	15	38985	40	Aspen Drive	04/25/23	3.4	15	34890	12
Magnolia circle	04/24/23	3	15	78030	40	Furlonge Street	04/25/23	3.4	15	34890	12
Rainbow Drive	04/24/23	2.5	15	19500	60	Golden Corral	04/25/23	3.4	15	40290	16
Rainbow Circle	04/24/23	2.5	15	19500	60	Holland Drive	04/25/23	3.4	15	9750	15
Moonbeam Circle	04/24/23	2.5	15	19500	60	Davis Street	04/25/23	2.8	15	34890	12
Ray Drive	04/24/23	2	15	15930	60	Caroline Ave.	04/25/23	3.4	15	31860	10
Will Drive	04/24/23	2	15	63720	40	Johnston Street	04/25/23	3.4	15	38985	15
Michael Lane	04/24/23	2.5	15	63721	40	Ryans	04/25/23	3.4	90	9750	15
Ward Street	04/24/23	2.7	15	15930	40						

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