



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, January 4, 2022

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 JANUARY 4, 2022
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentation:

1. Acceptance of the 2021 North Carolina American Water Works Association & Water Environment Federation Award for Potable Water Distribution System of the Year
(Public Utilities Director – Ted Credle) See attached information.....1
2. Acceptance of the 2021 North Carolina American Water Works Association & Water Environment Federation Award for Sanitary Sewer Collection System of the Year
(Public Utilities Director – Ted Credle) See attached information.....5

Public Hearings:

1. Noncontiguous Annexation Request – Twin Creeks Phase 1A (ANX 21-02): Consideration and request for approval to Adopt Ordinance #507 extending the corporate limits of the Town of Smithfield pursuant to NCGS 160A-58.2
(Planning Director – Stephen Wensman) See attached information.....9
2. RZ-21-04: Twin Creeks Phase 1A: The applicant is requesting to rezoning one parcel of land totaling 1.61 acres from the Johnston County AR (Agricultural Residential) zoning district to the Town of Smithfield R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Black Creek Road approximately 1,650 feet of south west of its intersection with NC Hwy 210 and further identified as Johnston County Tax ID# 15I09052A
(Planning Director – Stephen Wensman) See attached information.....23

- 3. S-21-06: Twin Creeks Phase 1A: The applicant is requesting preliminary subdivision approval for the creation of three lots from a 2.01-acre tract of land. The property considered for approval is located on the south side of Black Creek Road approximately 1,650 feet of south west of its intersection with NC Hwy 210 and further identified as Johnston County Tax ID# 15109052A
(Planning Director – Stephen Wensman) See attached information..... 43

- 4. RZ-21-05 Kimicka Woodin: The applicant is requesting to rezoning one parcel of land totaling .93 acres from the R-20A (Residential-Agricultural) zoning district to the R-10 (Residential) zoning district. The property considered for rezoning is located on the north side of Laurel Drive approximately 136 feet east of its intersection with Laurelwood Drive. The property is further identified as Johnston County Tax ID# 15078014A.
(Planning Director – Stephen Wensman) See attached information..... 65

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- 1. Approval of Minutes:
 - a. December 7, 2021 – Regular Meeting.....77

- 2. Consideration and request for approval to promote an employee from Journeyman Lineman to Electric Line Crew Leader due to a recent retirement
(Public Utilities Director – Ted Credle) See attached information..... 105

- 3. Consideration and request for approval to promote a Police Officer I to the rank of Police Officer II
(Chief of Police – R. Keith Powell) See attached information..... 109

- 4. Consideration and request for approval to allow employees to donate sick time to an employee in the Public Utilities Water/Sewer Department
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- 5. Consideration and request for approval to enter into an agreement with Stantec Consulting Services, Inc. in the amount of \$24,000 for surveying services
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- 6. Consideration and request for approval to enter into a contract with McAdams Company to perform and develop the comprehensive parks, recreation and open space master plan
(Parks and Recreation Director – Gary Johnson) See attached information.....141

- 7. Consideration and request for approval to appoint Mary Reece and reappoint Tim Depp and Jeremy Pearce to the Downtown Smithfield Development Corporation
(Town Clerk – Shannan Parrish) See attached information..... 169

8. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....179

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1. Consideration and request for approval to sell property located at 801 Second Avenue by using the upset bid process and adoption of Resolution No. 692 (01-2022)
(Town Manager – Michael Scott) See attached information.....181

2. Consideration and request for approval to award a bid to Geological Resources, Inc. in the amount of \$ 15,562.00 for the removal of gas tanks and pumps at Fire Station One
(Fire Chief – Mike Brown) See attached information.....189

3. Consideration and request for approval to purchase a knuckleboom truck for the Public Works Sanitation Department
(Public Works Director - Lawrence Davis) See attached information.....205

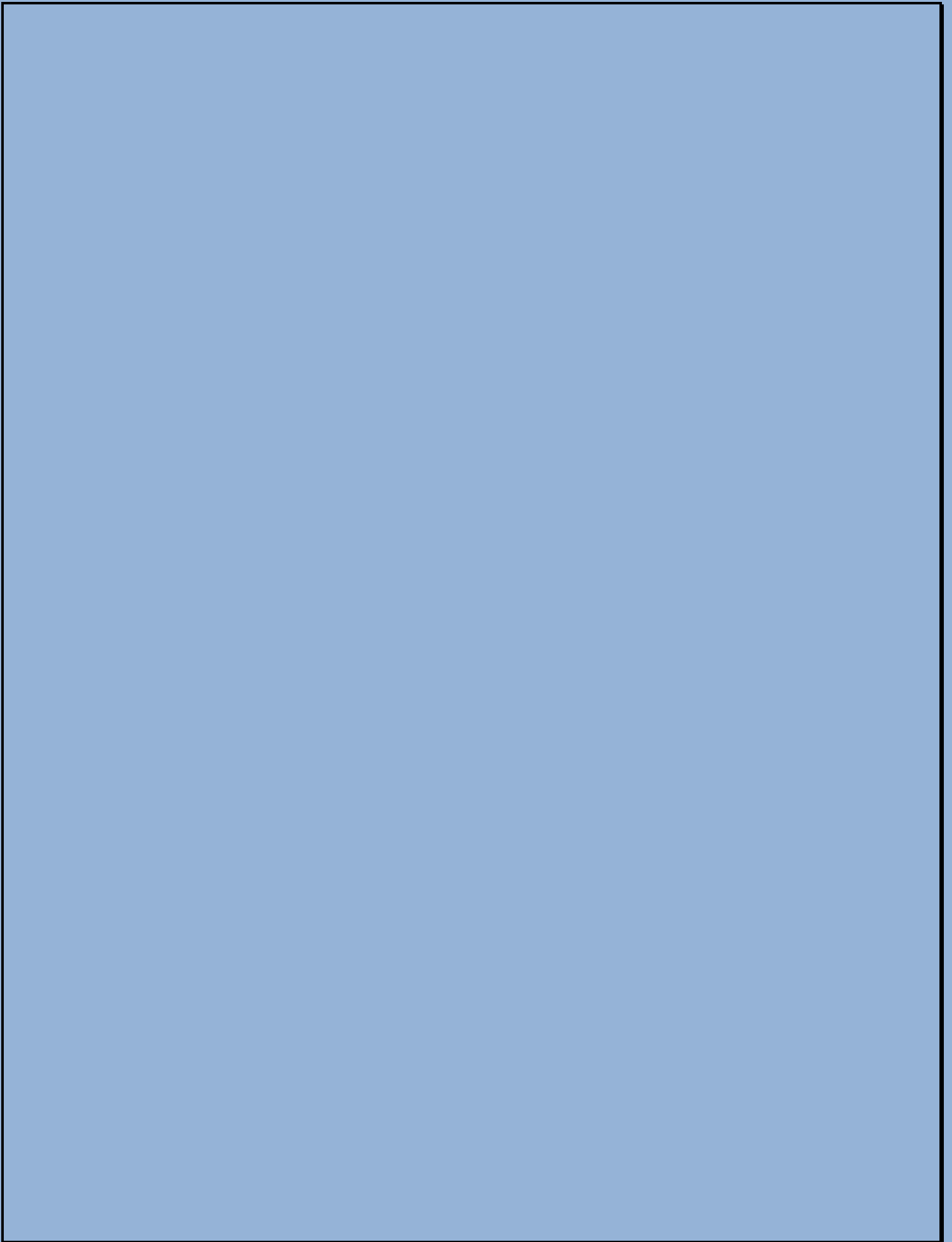
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....213
- Department Reports (See attached information).....217
- **Manager’s Report** (Will be provided at the meeting)

Adjourn

Presentations





Request for Town Council Action

Presentation: Award
Presentation
Date: 01/04/2022

Subject: NC AWWA-WEA Award Presentation
Department: Public Utilities
Presented by: Public Utilities Director - Ted Credle
Presentation: Presentation

Issue Statement

Acceptance of the 2021 North Carolina American Water Works Association & Water Environment Federation Award for Potable Water Distribution System of the year.

Financial Impact

None

Action Needed

Accept the Award as was given by the NC AWWA-WEA

Recommendation

Staff recommends acceptance of the award

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Letter of Notification



Staff Report

Presentation: Award
Presentation

The purpose of the NC AWWA-WEA North Carolina Water Distribution System of The Year Award is to identify and recognize the municipality that protects the public health through pro-active practices of management, operations and maintenance of their water distribution system beyond minimum standards.

To assist in these efforts the Water Distribution System committee shall annually recognize water distribution systems in North Carolina based on the size of their system. In 2021, only three systems in North Carolina were selected for this honor and for the fifth consecutive year, the Town of Smithfield has won their category.

Recipients of the award will have demonstrated that they perform quality water system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their distribution system in good working condition to minimize health hazards.

The award honors the system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their water distribution system **facilities. The recipient's staffs make the most of their available resources,** no matter how great or small.

From: [Carol Clark](#)
To: [Ted Credle](#)
Subject: 2021 NC AWWA-WEA Award Notification
Date: Wednesday, November 3, 2021 10:46:48 AM
Attachments: [image001.jpg](#)

[Sent on behalf of Catrice Jones, Executive Director, NC AWWA-WEA]

Dear Ted,

Congratulations! The Town of Smithfield has been selected for two awards: the Wastewater Collection System of the Year and the Water Distribution System of the Year. NC AWWA-WEA will recognize these accomplishments at our 101st Annual Conference at the Benton Convention Center in Winston-Salem, NC.

Both awards will be presented at the Monday Awards Ceremony on November 15, from 4:00 – 5:00 p.m. If you are in attendance, you will be invited on stage to be recognized. Immediately following the events, a professional photographer will be available to take photos of all award recipients.

To help us prepare, please let us know by Nov. 5 if you are registered for the Annual Conference and will attend the ceremony. Contact Carol Clark at cclark@ncsafewater.org or call 919-784-9030.

Please note: Due to ongoing COVID-19 precautions, all conference participants are required to provide proof of vaccination or a negative COVID test within 48 hours of attendance at the event. Participants are required to wear a mask at all conference functions. Also, we are unable to accommodate guests at this year's award ceremonies.

If you are unable to attend, we will mail your award directly to you. We would also be delighted to schedule a presentation in person at your place of business. Please contact Carol Clark at cclark@ncsafewater.org or 919-784-9030 to provide your mailing address and your preference regarding the award presentation.

Congratulations again on your outstanding achievements, and thank you for your commitment and dedication to our organization and the water industry. We look forward to honoring you at the NC AWWA-WEA Annual Conference!

Sincerely,

Catrice Jones, CAE
Executive Director, NC AWWA-WEA

Sent by
Carol Clark
Member Services Manager
NC AWWA-WEA



Request for Town Council Action

Presentation: Award
Presentation
Date: 01/04/2022

Subject: NC AWWA-WEA Award Presentation
Department: Public Utilities
Presented by: Public Utilities Director - Ted Credle
Presentation: Presentation

Issue Statement

Acceptance of the 2021 North Carolina American Water Works Association & Water Environment Federation Award for Sanitary Sewer Collection System of the year.

Financial Impact

None

Action Needed

Accept the Award as was given by the NC AWWA-WEA

Recommendation

Staff recommends acceptance of the award

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Letter of Notification



Staff Report

Presentation: Award
Presentation

The purpose of the NC AWWA-WEA North Carolina Collection System of The Year Award is to identify and recognize the municipality that protects the public health and the natural beauty of the environment through pro-active practices of management, operations and maintenance beyond what is required of its NC DEQ collection system permit.

To assist in these efforts, the committee annually recognizes three wastewater collection systems in our state based on the size of their collection system (small, medium & large systems). For the fifth consecutive year, the Town of Smithfield won their size category!

Recipients of the award will have demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working condition to minimize health hazards and property damage that occur due to sanitary sewer over flows during both wet weather and dry weather conditions.

The award honors the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their **wastewater collection system facilities**. **The recipient's staff** prove themselves to make the most of their available resources, no matter how great or small.

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To: [Ted Credle](#)
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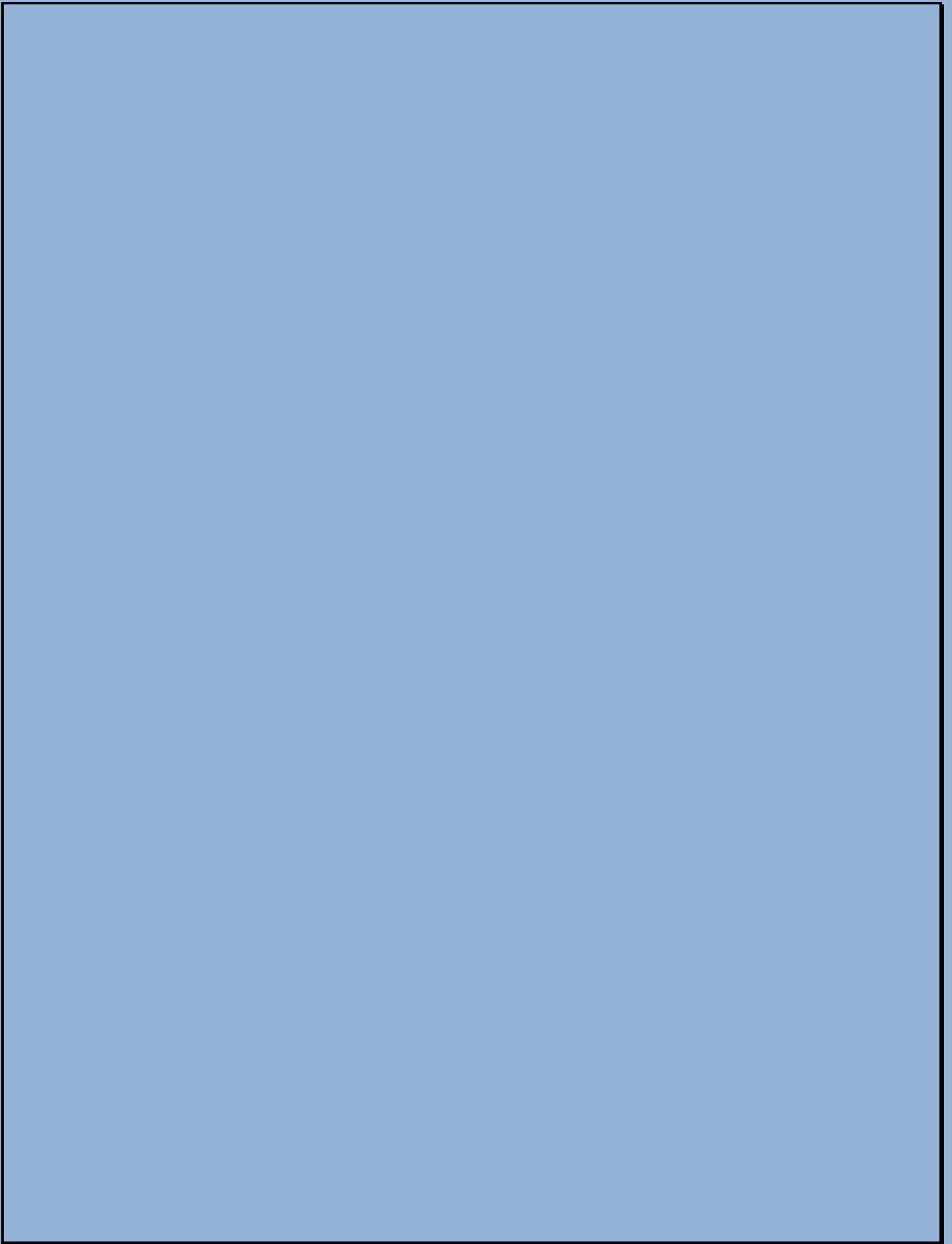
Congratulations again on your outstanding achievements, and thank you for your commitment and dedication to our organization and the water industry. We look forward to honoring you at the NC AWWA-WEA Annual Conference!

Sincerely,

Catrice Jones, CAE
Executive Director, NC AWWA-WEA

Sent by
Carol Clark
Member Services Manager
NC AWWA-WEA

Public Hearings





Request for Town Council Action

Public
Hearing: ANX-21-02
Date: 01/04/2022

Subject: Satellite Annexation Petition
Department: Planning & Administration
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Navaho Development LLC has submitted a petition for a voluntarily satellite annexation of 1.61 acres to the Town of Smithfield.

Financial Impact

The annexation land will be added to the Twin Creeks Phase 1 development with the intent to create 3 additional lots.

Action Needed

The Town Council is asked to consider adoption of Ordinance **No. 507** extending the Corporate Limits of the Town of Smithfield. Pursuant to NCGS 160A-58.2, the Town Council has three options:

1. Approve the noncontiguous annexation petition and adopt Ordinance **No. 507**
2. Table the decision for no longer than 6 months
3. Deny the annexation petition

Recommendation

Staff recommends approval of Ordinance No. 507 extending the Corporate Limits of the Town of Smithfield based on the finding of fact.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Annexation Petition
3. Ordinance No. 507
4. **Maps**
5. Legal Advertisement



Staff Report

Public
Hearing: ANX-21-02

OVERVIEW:

The Town of Smithfield received a petition from Navaho Development LLC for a voluntarily satellite annexation of 1.61 acres to the Town of Smithfield adjacent to the Twin Creeks Phase 1 development site on Black Creek Road approximately 1,800 ft southwest of the intersection of NC Highway 210 and Black Creek Road.

The satellite annexation property with the NC Pin #507 167300-56-5565 is part of the property annexed to the Town in 2018 (ANX-18-01) with vested rights for preliminary plat of Twin Creeks Phase 1. After annexation, ANX-18-01, **the developer's attorney identified an error on the deed and made a deed correction showing the 1.61 acres of land belonging to the developer's property. As a result of the deed error, the 1.61 acres was omitted from the 2018 annexation and the Twin Creeks Phase 1 preliminary plat.** After annexation, the developer intends to have the 1.61 acres rezoned to R-20A and platted into 3 lots with access **onto the Twin Creeks Phase 1 street and connected to the Town's utilities in Twin Creek Phase 1.**

ANALYSIS:

Utilities. Smithfield will provide sewer and water utilities with the public improvements being provided with Twin Creeks Phase 1 currently under construction.

Police. The Town Police Department will be providing police service to the Twin Creeks development. The 3 additional lots will not impact police services.

Fire Protection. **The area is already within the Town's fire district.**

Public Works. The Town of Smithfield Public Works will be providing trash service for the Twin Creeks development. Three additional lots will not impact service. The Twin Creeks Phase 1A is not adding any additional public infrastructure that will require maintenance.

Code Enforcement. Code Enforcement will be provided to the Twin Creeks development and an additional three lots will not impact services.

FINDINGS:

Pursuant to NCGS 160A-58.2, If the council then finds and determines that (*staff comments in bold/italics*):

- (1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city. *The satellite is not more than 3 miles from the Town of Smithfield corporate limits.*
- (2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. *Smithfield is the closes city to the annexation area.*
- (3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. *The Town can provide the same level of service within the satellite as within the primary corporate limits (see analysis above).*
- (4) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. *The entire subdivision will be annexed.*

The council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage.

RECOMMENDATION:

Staff recommends the Town Council adopt Ordinance No. 507 extending the Corporate Limits of the Town of Smithfield.

RECOMMENDED MOTION:

"move to approve Ordinance No. 507 extending the corporate limits of the Town of Smithfield.



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

Annexation Petition Submittal Checklist

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

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

Annexation Petition

Submittal Deadlines

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

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

Summary Information / Metes and Bounds Descriptions

Development Project Name

Twin Creek Phase 1

Street Address

6030 Black Creek Road

Town of Smithfield Subdivision approval #

(S-_____ - _____) or

Building Permit Transaction #

_____ or

Site Plan approval # for multi-family

(SP-_____ - _____)

Johnston County Property Identification Number(s) list below

P.I.N.
167300-56-5565

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreeage of Annexation Site

1.61

Linear Feet of Public Streets within Annexation Boundaries

N/A

Annexation site is requesting Town of Smithfield **Water** and/or Sewer **yes to both**

Number of proposed dwelling units

3

Type of Units:

Single Family _____

Townhouse _____

Condo _____

Apartment _____

Building Square Footage of Non-Residential Space

N/A

Specific proposed use (office, retail, warehouse, school, etc.)

Residential

Projected market value at build-out (land and improvements) \$

900,000

Person to contact if there are questions about the petition

Name

Michael Stewart

Address

319 Chapanoke Road Suite 106 Raleigh, NC 27603

Phone

919-779-1855

Fax #

919-779-1661

Email

stewartpe@aol.com

Annexation Petition

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

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

Contiguous to the present corporate limits of the Town Of Smithfield, North Carolina, or

Not Contiguous to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967)

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

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

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

Signed this _____ day of _____, 20____ by the owners of the property described in Section C.

Owner's Signature(s)

Signature *[Handwritten Signature]* Date 9-27-2021

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Corporate Seal

Print owner name(s) and information

Name Nava ha Deshpande Phone 919-427-9497

Address *[Handwritten Address]*

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Above signature(s) attested by

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

Signature of Town Clerk _____

Legal Description

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain Parcel in Smithfield Township, Johnston County, North Carolina and lying to the south of Black Creek Road / S.R. 1162, to the west of property owned by Derek E. Thompson (Deed Book 4881, Page 505), and being more particularly described as follows:

BEGINNING at an existing P. K. Nail (control corner) in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way), thence leaving the above mentioned road in a southerly direction South $11^{\circ} 29' 47''$ East 214.95 to a large poplar; thence South $40^{\circ} 28' 08''$ West 167.89 feet to a point; thence North $66^{\circ} 43' 24''$ West 242.34 feet to a point; thence North $25^{\circ} 19' 35''$ West 86.25 feet to an existing railroad spike in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way); thence along the center of the above mentioned road the following two (2) calls, North $63^{\circ} 51' 59''$ East 265.01 feet to an existing P. K. Nail; thence North $61^{\circ} 21' 38''$ East 99.95 feet to the POINT OF BEGINNING and containing 1.61 total acres more or less.

See Map Book 66, Page 114, Johnston County Registry from which this legal description was taken.

ORDINANCE No. 507 TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF SMITHFIELD, NORTH CAROLINA

WHEREAS, the Town Council has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Council Chambers of the Smithfield Town Hall at 7:00 pm on January 4, 2022 after due notice by publication in the Johnstonian News on December 22, 2021; and

WHEREAS, the Town Council finds that the area described therein meets the standards of G.S. 160A-58.1 (b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

- e. By virtue of an act of the General Assembly, The Town of Smithfield is exempt from exceeding ten percent (10%) of the area within the primary corporate limits of the Town, and

WHEREAS, the Town Council further finds that the petition has been signed by all the owners of the real property in the area who are required by law to sign; and

WHEREAS, the Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the Town of Smithfield, as of January 4, 2022

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain Parcel in Smithfield Township, Johnston County, North Carolina and lying to the south of Black Creek Road / S.R. 1162, to the west of property owned by Derek E. Thompson (Deed Book 4881, Page 505), and being more particularly described as follows:

BEGINNING at an existing P. K. Nail (control comer) in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way), thence leaving the above-mentioned road in a southerly direction South 11 ° 29' 47" East 214.95 to a large poplar; thence South 40° 28' 08" West 167.89 feet to a point; thence North 66° 43' 24" West 242.34 feet to a point;

thence North 25° 19' 35" West 86.25 feet to an existing railroad spike in the center of Black Creek Road/ S.R. 1 162 (a 60' Public Right of Way); thence along the center of the above-mentioned road the following two (2) calls, North 63 ° 51' 59" East 265.01 feet to an existing P. K. Nail; thence North 61 ° 21' 38" East 99.95 feet to the POINT OF BEGINNING and containing 1.61 total acres more or less.

See Map Book 66, Page 114, Johnston County Registry from which this legal description was taken.

Section 2. Upon and after January 4, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Smithfield and shall be entitled to the same privileges and benefits as other parts of the Town of Smithfield. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Smithfield shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy this

ordinance. Such a map shall also be delivered to the Town Board of Elections, as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Smithfield.

Adopted this 4th day of January, 2022

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

**North Carolina
Johnston County**

This the 5th day of January, 2022, personally appeared before me Shannan L. Parrish, Town Clerk of the Town of Smithfield, who, being duly sworn by me, says that she knows the common seal for the Town of Smithfield and is acquainted with M. Andy Moore, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, Shannan L. Parrish, signed her name in attestation of said instrument in the presence of said Mayor

Witness by my hand and notarial seal, this the 5th day of January, 2022

(Notarial Seal)

Bethany B. McKeel, Notary Public

My commission expires 6th of August, 2024.

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN TO ANNEX THE PROPERTY HEREIN DESCRIBED. THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SMITHFIELD ADOPTED THE RESOLUTION TO ANNEX ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____

SHANNAN PARRISH, TOWN CLERK

NOTE:
NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING.

- WETLANDS
- UNDER GROUND UTILITIES
- UNDER GROUND STORAGE FACILITIES
- CEMETERIES OR BURIAL GROUNDS
- FLOOD HAZARD SOILS
- RIPARIAN BUFFERS

LEGEND

- EIP = EXISTING IRON PIPE
- ERRS = EXISTING RAILROAD SPIKE
- = IRON PIPE SET
- CP = CALCULATED POINT (NOT SET)
- PKS = P.K. NAIL SET
- WIS = WITNESS IRON SET
- EIR = EXISTING IRON ROD
- ERB = EXISTING REBAR
- ECM = EXISTING CONCRETE MONUMENT
- = POWER POLE
- OHE = OVERHEAD POWER
- C = CENTERLINE
- R/W = RIGHT-OF-WAY
- N/F = NOW OR FORMERLY

1. AREA BY COORDINATE CALCULATION.
2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
3. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL FACTS DISCLOSED BY A FULL AND ACCURATE TITLE REPORT.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES, UNLESS NOTED OTHERWISE.
5. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, GS47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH AND OWNERSHIP OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION.

I, Herbert H. Proctor, Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.

I, Herbert H. Proctor, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ page _____; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____, 20____.

Professional Land Surveyor L-3621

BOOK OF MAPS _____, PAGE _____

GEORGE AND EVANGELINE POPE
ZONED: AR

BLACK CREEK ROAD
EXISTING 60' R/W
S.R. 1192

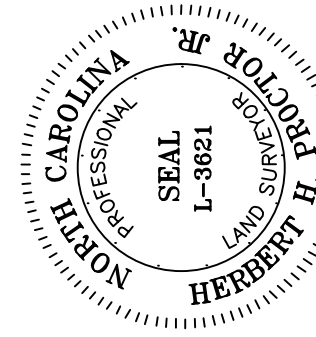
JEFFREY JOE CREECH
ZONED: AR

DEREK E. THOMPSON DEED
BOOK 4881, PG 505
ZONED: R-20A

100' NEUSE RIVER
RIPARIAN BUFFER
MEASURED 50' FROM
TOP OF BANK
WATER EDGE

TOTAL AREA TO BE
ANNEXED = 1.61 ACRES
REMAINING PORTION OF
PIN# 167300-56-5565
PREVIOUSLY ANNEXED

NAVAHO INVESTMENT COMPANY, LLC
DEED BOOK 5878 PG 834
ZONED: R-20A



(OWNER) _____ DATE _____

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

REFERENCES

1. D.B. 2231, PG. 819
2. D.B. 2045, PG. 505
3. D.B. 825, PG. 585
4. P.B. 66, PG. 114

STEWART-PROCTOR, PLLC

ENGINEERING and SURVEYING
1000 W. HARRIS ROAD, SUITE 106
RALEIGH, NC 27603

TEL: 919 779-1655 FAX 919 779-1661

DATE 10-13-2021 SURVEYED BY _____ JOB _____

SCALE 1" = 40' DRAWN BY _____ DWG. NO. _____

REVISIONS _____



VICINITY MAP (Not to Scale)

I HEREBY CERTIFY THAT THIS PLAT IS APPROVED FOR RECORDING, AND IS EXEMPT FROM SMITHFIELD SUBDIVISION REGULATIONS. THE FINAL DATE FOR RECORDING THIS MAP WITH THE REGISTER OF DEEDS IS _____ THIS _____ DAY OF _____ 20____

SHANNAN PARRISH, TOWN CLERK

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, _____ REVIEW OFFICER OF THE TOWN OF SMITHFIELD, JOHNSTON COUNTY, NC, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

ANNEXATION PLAT FOR

TWIN CREEKS PHASE 1A
RECORDED IN BOOK OF MAPS 66, PAGE 114

JOHNSTON COUNTY REGISTRY

SMITHFIELD TOWNSHIP NORTH CAROLINA

JOHNSTON COUNTY OWNER

ZONED R-20A P.I.N. 167300-56-5565

6000 Block of Black Creek Road

File Number:
ANX-21-02

Project Name:
Twin Creeks Phase 1A
Annexation

Location:
Black Creek Road

Tax ID#:
15109011B

Owner:
Navaho Investment
Company LLC

Applicant:
Michael Stewart



AFFIDAVIT OF PUBLICATION

Johnstonian News
614 E. Market St.
(919) 284-2295

I, Robin Holland, of lawful age, being duly sworn upon oath, deposes and says that I am the Business Office Clerk of Johnstonian News, a publication that is a "legal newspaper" as that phrase is defined for the city of Smithfield, for the County of Johnston, in the state of North Carolina, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
22 Dec 2021

Notice ID: hvf2h0uxgwqnKGIgPZmP
Notice Name: Town of Smithfield - Annexation Twin Creeks 1

PUBLICATION FEE: \$37.62

Business Office Clerk

VERIFICATION

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Signed or attested before me on this

_____ day of _____, A.D. 20_____

Notary Public

My Commission Expires: 07/23/2023

NOTE: The original Proof of Publication will be mailed to you directly from The Johnstonian News

See Proof on Next Page

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING
ON REQUEST FOR NON-CONTIGUOUS ANNEXATION**

The Public will take notice that the Town Council of the Town of Smithfield has called a public hearing at 7:00 pm on Tuesday, January 4, 2022 to be held in the Town Hall Council Chambers located at 350 East Market Street, Smithfield, North Carolina on the question of annexing the following described territory requested by petition filed pursuant to GS 160A-58.1:

1.61 acres adjacent to the Twin Creeks Phase 1 development site on Black Creek Road approximately 1,800 ft. southwest of the intersection of NC Highway 210 and Black Creek Road (NC Pin # 167300-56-5565)

Shannan L. Parrish, Town Clerk
The Johnstonian
December 22, 2021



Request for Town Council Action

Public
Hearing: RZ-21-04
Date: 01/04/2022

Subject: Twin Creeks Phase 1 A Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Michael Stewart, PE, is requesting a zoning map amendment to rezone 1.61 acres of a property (Johnston County ID #15I09011B) from AR (county zoning district) to R20-A Residential-Agriculture (after annexation into the Town).

Financial Impact

None

Action Needed

To hold a public hearing to review the zoning map amendment and to make a decision whether to approve or deny the amendment with a consistency statement.

Recommendation

The Planning Department and the Planning Board recommend approval of the rezoning from AR to R20-A Residential/Agriculture with a consistency statement declaring the request to be consistent with the Town of Smithfield Plans and Policies and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Twin Creeks Phase 1A Plat
5. Rezoning Map Exhibit
6. Adjacent Property Owner's List and Certification
7. Planning Board Minutes
8. Legal Advertisement



Staff Report

Public Hearing: RZ-21-04

BACKGROUND HISTORY OF REQUEST:

A portion of the subject property, 21.26 acres, was annexed into the Town on December 5, 2018, and subsequently rezoned to R20-A. In 2021, the developer discovered that there was a mistake with the legal description on the title documents which has resulted in an additional 1.61 acres of land associated with the property (Johnston County ID #15I09011B). The original annexation and rezoning by the Town did not include this 1.61 acres of land. The developer would now like to rezone the additional 1.61 acres of land to R20-A. The rezoning can only move forward if the Town Council approves the annexation which proceeds this agenda item.

APPLICATION DATA:

Application Number:	RZ-21-04
Project Name:	Twin Creeks Phase 1A Rezoning
Property ID number:	15I09011B
Town Limits / ETJ:	Outside the Town and its ETJ (pending annexation)
Applicant:	Michael Stewart, PE
Owners:	Navaho Investment Company LLC – James A Lucas JR, Jimmie Johnston
Agents:	Michael Stewart PE
Acreage:	1.61
Present Zoning:	AR (Johnston County Zoning)
Proposed Zoning:	R-20A
Existing Use:	Vacant/Agricultural
Proposed Use:	Single Family Residential
School Impacts:	3 additional lots with potential students.
Parks and Recreation:	NA
Fire District:	Smithfield Fire District
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Duke Energy

PROJECT LOCATION: The property is located on the south side of Black Creek Road about 3,373 feet west of Galilee Road.

ENVIRONMENTAL: The property is not located within a floodplain.

ADJACENT ZONING AND LAND USES:

	ZONING:	EXISTING USE:
NORTH:	AR - Johnston County	large lot single family –
SOUTH:	R-20A	Proposed residential
EAST:	R-20A	Residential
WEST:	AR – Johnston County	Residential

ANALYSIS:

The intent of the rezoning is to add the 1.61 acres to the proposed Twin Creeks development which is currently zoned R20-A and is pending construction. The developer plans on developing the area into additional residential lots.

- Comprehensive Plan Guidance. The Town Plan guides the nearby property for low density residential. This specific property was not part of the ETJ and therefore was not considered when the Town Plan was developed.
- Utilities. The future development will be served by the water and sewer infrastructure of the Twin Creeks development.

CONSISTENCY STATEMENT:

To approve the rezoning, the Planning Board/Town Council must adopt a statement describing whether the rezoning is consistent with adopted comprehensive plan and other adopted plans and that the action is reasonable and in the public interest.

- Consistency with the Strategic Growth Plan. Staff finds the rezoning to be consistent with the Strategic Growth Plan which guides the area nearby for low density residential.
- Consistency with the Unified Development Code. Staff finds the rezoning to be consistent with the UDO.
- Compatibility with Surrounding Land Uses. The property considered for a rezoning is compatible with surrounding agricultural or low density residential and institutional land uses.

RECOMMENDATION:

The Planning Department and the Planning Board recommend approval of the rezoning from AR to R20-A Residential/Agriculture with a consistency statement declaring the request to be consistent with the Town of Smithfield Plans and Policies and that the request is reasonable and in the public interest.

RECOMMENDED MOTION:

“Move to approve zoning map amendment, RZ-21-04 finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and that the request **is reasonable and in the public interest**”

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-21-04**

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,

That the final action regarding zoning map amendment RZ-21-04 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public meeting. Therefore, the amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,

That the final action regarding zoning map amendment RZ-21-04 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.



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

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached), (1) electronic submittal and the application fee.

Name of Project: Twin Creek Phase 1 Acreage of Property: 1.61
Parcel ID Number: 167300-56-5565 Tax ID: 15109011B
Deed Book: 05878 Deed Page(s): 0834
Address: 6030 Black Creek ROAD Smithfield. NC 27577
Location: South of Galilee Road and west of Black Creek Road

Existing Use: Residential Proposed Use: Residential
Existing Zoning District: AR
Requested Zoning District: R-20A
Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____	Date Received: _____	Amount Paid: _____
--------------------	----------------------	--------------------

OWNER INFORMATION:

Name: Navaho Investment Company LLC - , Jimmy Johnson

Mailing Address: Po Box 310 Angier NC

Phone Number: 919 427-9497 Fax: 919 639 6981 27501

Email Address: jp@johnsonproperties.com

APPLICANT INFORMATION:

Applicant: Michael Stewart

Mailing Address: 319 Chapanoke Road Ste 106 Raleigh, NC 27603

Phone Number: 919-779-1855 Fax: 919-779-1661

Contact Person: Michael Stewart

Email Address: stewartpe@aol.om

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a rezoning application. This information is required to be present on all plans, except where otherwise noted:

- A map with metes and bounds description of the property proposed for reclassification.
- A list of adjacent property owners.
- A statement of justification.
- Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

Requesting to annex and rezone the 1.61 acres due to the fact the the parcel has been recombined into the Twin Creeks subdivision tract and is now one tract. Looking to rezone from AR to R-20A to the existing zoning of Twin Creeks subdivision.

APPLICANT AFFIDAVIT

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

Navaho
Print Name


Signature of Applicant

9-27-2021
Date



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

OWNER'S CONSENT FORM

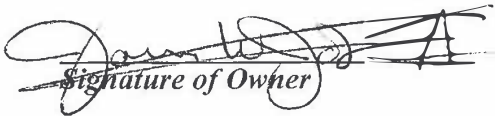
Name of Project: Twin Creeks PH1

Submittal Date: 09/27/2021

OWNERS AUTHORIZATION

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

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

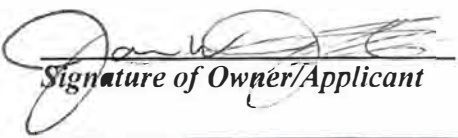

Signature of Owner

JAMES W JOHNSON III
Print Name

9-27-2021
Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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


Signature of Owner/Applicant

JAMES W JOHNSON III
Print Name

9-27-2021
Date

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Parcel ID Number: _____

Legal Description

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain Parcel in Smithfield Township, Johnston County, North Carolina and lying to the south of Black Creek Road / S.R. 1162, to the west of property owned by Derek E. Thompson (Deed Book 4881, Page 505), and being more particularly described as follows:

BEGINNING at an existing P. K. Nail (control corner) in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way), thence leaving the above mentioned road in a southerly direction South $11^{\circ} 29' 47''$ East 214.95 to a large poplar; thence South $40^{\circ} 28' 08''$ West 167.89 feet to a point; thence North $66^{\circ} 43' 24''$ West 242.34 feet to a point; thence North $25^{\circ} 19' 35''$ West 86.25 feet to an existing railroad spike in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way); thence along the center of the above mentioned road the following two (2) calls, North $63^{\circ} 51' 59''$ East 265.01 feet to an existing P. K. Nail; thence North $61^{\circ} 21' 38''$ East 99.95 feet to the POINT OF BEGINNING and containing 1.61 total acres more or less.

See Map Book 66, Page 114, Johnston County Registry from which this legal description was taken.

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN TO ANNEX THE PROPERTY HEREIN DESCRIBED. THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SMITHFIELD ADOPTED THE RESOLUTION TO ANNEX ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____

SHANNAN PARRISH, TOWN CLERK

NOTE:
NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE EXISTENCE OF THE FOLLOWING.

- WETLANDS
- UNDER GROUND UTILITIES
- UNDER GROUND STORAGE FACILITIES
- CEMETERIES OR BURIAL GROUNDS
- FLOOD HAZARD SOILS
- RIPARIAN BUFFERS

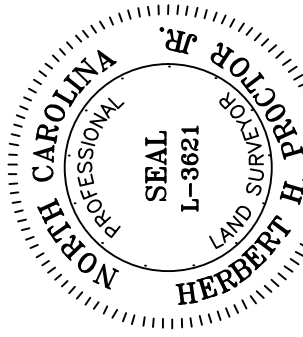
LEGEND

- EIP = EXISTING IRON PIPE
- ERRS = EXISTING RAILROAD SPIKE
- = IRON PIPE SET
- CP = CALCULATED POINT (NOT SET)
- PKS = P.K. NAIL SET
- WIS = WITNESS IRON SET
- EIR = EXISTING IRON ROD
- ERB = EXISTING REBAR
- ECM = EXISTING CONCRETE MONUMENT
- = POWER POLE
- OHE = OVERHEAD POWER
- C = CENTERLINE
- R/W = RIGHT-OF-WAY
- N/F = NOW OR FORMERLY

1. AREA BY COORDINATE CALCULATION.
2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAYS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
3. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL FACTS DISCLOSED BY A FULL AND ACCURATE TITLE REPORT.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES, UNLESS NOTED OTHERWISE
5. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, GS47-30, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH AND OWNERSHIP OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY A TITLE EXAMINATION.

I, Herbert H. Proctor, Jr., certify that this survey is an existing parcel of land and does not create a new street or change an existing street.

I, Herbert H. Proctor, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ page _____; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____, 20____.



(OWNER) _____ DATE _____

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

Professional Land Surveyor L-3621

BOOK OF MAPS _____, PAGE _____



VICINITY MAP (Not to Scale)

DEREK E. THOMPSON DEED
BOOK #881, PG 505
ZONED: R-20A

100' NEUSE RIVER
RIPARIAN BUFFER
MEASURED 50' FRO
TOP OF BANK
WATER EDGE

TOTAL AREA TO BE
ANNEXED = 1.61 ACRES
REMAINING PORTION OF
PIN#167300-56-5565
PREVIOUSLY ANNEXED

NAVAHO INVESTMENT COMPANY, LLC
DEED BOOK 5878 PG 834
ZONED: R-20A

I HEREBY CERTIFY THAT THIS PLAT IS APPROVED FOR RECORDING, AND IS EXEMPT FROM SMITHFIELD SUBDIVISION REGULATIONS. THE FINAL DATE FOR RECORDING THIS MAP WITH THE REGISTER OF DEEDS IS _____ THIS _____ DAY OF _____ 20____

SHANNAN PARRISH, TOWN CLERK

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, _____ REVIEW OFFICER OF THE TOWN OF SMITHFIELD, JOHNSTON COUNTY, NC, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

REFERENCES

1. D.B. 2231, PG. 819
2. D.B. 2045, PG. 585
3. D.B. 825, PG. 585
4. P.B. 66, PG. 114

ANNEXATION PLAT FOR
TWIN CREEKS PHASE 1A
RECORDED IN BOOK OF MAPS 66, PAGE 114
JOHNSTON COUNTY REGISTRY

STEWART-PROCTOR, PLLC
ENGINEERING and SURVEYING
1000 W. HARRIS RD., SUITE 106
RALEIGH, NC 27603
TEL. 919.779-1655 FAX 919.779-1661

DATE	10-13-2021	SURVEYED BY		JOB	
SCALE	1" = 40'	DRAWN BY		DWG. NO.	
REVISIONS					

SMITHFIELD TOWNSHIP	NORTH CAROLINA
JOHNSTON COUNTY	OWNER
ZONED R-20A	P.I.N. 167300-56-5565

6000 Block of Black Creek Road

File Number:
RZ-21-04

Project Name:
Twin Creeks Phase 1A
Rezoning

Location:
Black Creek Road

Tax ID#:
15109011B

Existing Zoning:
JoCo RA (Residential)

Proposed Zoning:
Town of Smithfield
R-20A (Residential)

Owner:
Navaho Investment
Company LLC

Applicant:
Michael Stewart



1 in = 450 ft

Map created by the Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 11/22/2021

Adjacent Property Owners of
RZ-21-04

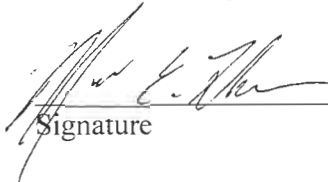
TAG	PIN	NAME	ADDRESS	CITY	STATE	ZIPCODE
15109025B	167300-37-8159	BYRD, LINWOOD E	116 MARIAH DR	FOUR OAKS	NC	27524
15109034G	167300-68-4006	JOHNSTON COUNTY BOARD OF ED	PO BOX 1336	SMITHFIELD	NC	27577-0000
15109037D	167300-57-8542	MATTHEWS, ORIS E	6336 BLACK CREEK ROAD	SMITHFIELD	NC	27577-0000
15109036A	167300-77-0471	JONES, NANCY L	2522 GALILEE RD	SMITHFIELD	NC	27577-0000
15109050	167300-96-0480	DAUGHTRY, N LEO	P O BOX 1264	SMITHFIELD	NC	27577-1264
15109047	167300-47-1362	CREECH, JEFFREY JOE	402 HILLSIDE DR	SMITHFIELD	NC	27577-3057
15109035K	167300-78-9038	PURSER, ROBERT LEE	244 CARRIAGE CREEK DR	SMITHFIELD	NC	27577-6206
15109037B	167300-47-6254	THOMPSON, DEREK E.	6140 BLACK CREEK RD	SMITHFIELD	NC	27577-7815
15109037	167300-57-2338	PETTIT, CHRISTOPHER RYAN	6278 BLACK CREEK RD	SMITHFIELD	NC	27577-7817
15109046C	167300-47-2713	POPE, GEORGE H	3550 NC HIGHWAY 210	SMITHFIELD	NC	27577-7927
15109035B	167300-77-1706	AYCOCK, JUDY BENSON	2602 GALILEE RD	SMITHFIELD	NC	27577-7991
15109011B	167300-56-5565	NAVAHO INVESTMENT COMPANY LLC	4909 WESTERN BLVD, STE 200	RALEIGH	NC	27606
15109036	167300-87-2382	JONES, JENNINGS BRYAN	114 S 5TH AVE	KURE BEACH	NC	28449-3817
15109047B	167300-47-0224	CREECH, ANGELA	2208 HEARTHSTONE WAY	MT PLEASANT	SC	29466-8643
15109054	167300-54-4948	JOHNSON, DAVID ALBERT	102 N MARLBORO ST	MC COLL	SC	29570-2117
15109049A	167300-46-5485	JOHNSON, DAVID ALBERT	102 N MARLBORO ST	MC COLL	SC	29570-2117



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, **Mark E. Helmer**, hereby certify that the property owner and adjacent property owners of the following petition, **RZ-21-04**, were notified by First Class Mail on **12-17-21**.



Signature

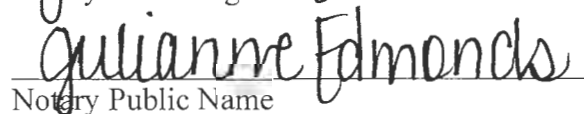
Johnston County, North Carolina

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

17th day of December, 2021



Notary Public Signature



Notary Public Name

My Commission expires on January 15, 2023
(Seal)



**Town of Smithfield
Planning Board Minutes
Thursday, December 2nd, 2021
Town Hall
Council Chambers
6:00 PM**

Members Present:

Chairman Stephen Upton
Vice-Chairman Mark Lane
Debbie Howard
Michael Johnson
Sloan Stevens
Ashley Spain
Alisa Bizzell
Doris Wallace

Members Absent:

Staff Present:

Stephen Wensman, Planning Director
Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

CALL TO ORDER

APPROVAL OF AGENDA

Doris Wallace made a motion to approve the agenda, seconded by Alisa Bizzell. Unanimously approved.

APPROVAL OF MINUTES FOR NOVEMBER 4TH, 2021

Doris Wallace made a motion to approve the minutes for November 4th, 2021, seconded by Sloan Stevens. Unanimously approved.

APPROVAL of the 2022 MEETING SCHEDULE

Alisa Bizzell made a motion to approve the 2022 meeting schedule, seconded by Doris Wallace. Unanimously approved.

NEW BUSINESS

RZ-21-04: Twin Creeks Phase 1A: Michael Stewart, PE, is requesting a zoning map amendment to rezone 1.61 acres of a property (Johnston County ID #15I09011B) from AR (county zoning district) to R20-A Residential-Agriculture (to be annexed into the Town).

Stephen Wensman stated that a portion of the subject property, 21.26 acres, was annexed into the Town on December 5, 2018, and subsequently rezoned to R20-A on February 2019. In 2021, the developer discovered that there was a mistake with the legal description on the title documents which has resulted in an additional 1.61 acres of land associated with the property (Johnston County ID #15I09011B). The original annexation and rezoning by the Town did not include this 1.61 acres of land. With a petition for annexation, and rezoning to R-20A, the developer is requesting preliminary plat approval to create 3 new lots. The preliminary plat of Twin Creeks Phase 1 approval was accepted as part of the annexation of 21.39-acres. Twin Creeks Phase 1A requires major subdivision approval because it will be replating a portion of the Twin Creeks Phase 1 subdivision. The proposed Twin Creeks

Phase 1A seeks to utilize a 0.4-acre portion of the original Twin Creeks Phase 1 open space adding it to the 1.61-acres to create 3 new detached single family residential lots on 2.01-acres with .42 acres of open space. The lots meet the R-20A dimensional requirements.

Doris Wallace made a motion to approve the zoning map amendment, RZ-21-04 finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and that the request is reasonable and in the public interest, seconded by Michael Johnson. Unanimously approved.

S-21-06: Twin Creeks Phase 1A: The case was reviewed by the Planning Board.

RZ-21-05 Kimicka Woodin: The applicant is requesting to rezone one parcel of land totaling .93 acres from the R-20A (Residential-Agricultural) zoning district to the R-10 (Residential) zoning district. The property considered for rezoning is located on the north side of Laurel Drive approximately 136 feet east of its intersection with Laurelwood Drive. The property is further identified as Johnston County Tax ID# 15078014A.

Mark Helmer stated that Kimicka Woodin is requesting the rezoning of 310 Laurel Drive from R-20A to R 10 in order to run a small child care center out of her home.

Debbie Howard asked if the applicant is wanting to build a separate building for her childcare facility?

Mark Helmer said no, a childcare facility is an accessory use to a single-family dwelling.

Debbie Howard made a motion to approve zoning map amendment, RZ-21-05, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest; seconded by Mark Lane. Unanimously approved.

S-21-08 Galilee Point: The case was reviewed by the Planning Board.

ZA-21-06 Short Term Rental: The Town of Smithfield is requesting an amendment to Article 6 and Article 7 of the Unified Development Ordinance to allow for short term rental units and to create standards for which they must meet to be considered for approval.

Stephen Wensman said the Town of Smithfield is experiencing unprecedented growth and with-it short-term rentals (STR). At the last check, Smithfield had 4 operating within its corporate limits and several others in the ETJ. STRs are generally rentals of residential homes for a period of less than 6-months but can be defined differently by local zoning codes. STRs are typically conducted online under the shared economy brands like VRBO, HomeAway and Airbnb. Under the Town's UDO, short-term rentals are not permitted. Currently, we have one that was permitted as a Bed and Breakfast that has been receiving some complaints, mostly about pets trespassing, noise, trash roll offs left at the street and concerns that the use is not permitted at all. The Bed and Breakfast ordinance is subject to supplemental regulations including one that requires the owner to reside on the property. The primary difference between traditional Bed and Breakfasts and short-term rentals is that short-term rentals are not usually owner occupied and breakfasts are not prepared for guests.

Municipalities across North Carolina (NC) and the United States have been struggling to address the explosion of STRs and limit and/or eliminate disturbances to adjacent residential property and within established residential communities. Many NC municipalities have drafted ordinances to control or prohibit STRs; some resulting in lawsuits by the industry. Planning staff has reviewed ordinances from Raleigh, Cornelius, Wilmington, Brevard and has drafted an ordinance based on Raleigh's. The draft

ordinance amends Section 6.6, Table of Uses and Activities, creates supplementary standards in Article 7, and adds a definition of STRs in Appendix A. The ordinance allows STRs in all districts except R-MH, B-1, LI, HI and AHH with supplemental standards. This includes all conditional zoning districts in residential structures (CZ and PUD Districts). The B-1 District was not included because of the limited parking available. The draft ordinance was created to minimize the potential disturbances created by STRs. The ordinance supplementary standards address:

- Prohibition on site advertising
- Prohibition on large gatherings or special events in a STR
- Ensures appropriate off-street parking
- Ensures trash and recycling is properly managed.
- Minimizes the amount of STR in multifamily buildings.
- Requires a 3-year record of renters

The draft ordinance defines an STR as:

- A dwelling unit that can be used for overnight lodging accommodations that is provided to renters for no longer than 30 days for compensation. A portion of or the entire dwelling unit can be used for lodging, including part or all of an accessory structure.

Stephen Wensman pointed out that Donna Bailey-Taylor (President/CEO of the Johnston County Visitors Bureau) said you can't get rid of these short-term rentals. You're better off trying to regulate them legally and try to put some structure to them.

Mark Lane said so I can buy a 15-room house and rent out rooms to whomever I wish if we approve this?

Stephen Wensman said yes.

The legislature has made it difficult for local government to get rid of these. However, we are able to regulate them.

Debbie Howard said but they haven't made it when we can't prohibit them.

Stephen Wensman said Wilmington tried to prohibit them and they were sued and lost.

Mr. Wensman said the supplementary standards prohibit site advertising. It also prohibits large gatherings or special events in a short-term rental.

Debbie Howard asked what constitutes as a large gathering?

Stephen Wensman said we can put definitions on that.

This change would ensure appropriate off-street parking, that trash and recycling is properly managed, minimizes the amount of short-term rental in multifamily buildings so you don't get an entire building that's all rental. It would also require a record of who comes and goes in case there's crime or neighborhood issues.

Stephen Wensman said we need to put a definition to what a short-term rental is. Allowing up to 6 months seems like a long time. He has it in the draft ordinance up to 30 days. There is a STR out in the

towns ETJ that rents the accessory dwelling unit as the rental space. He underlined including all or part of an accessory structure. He asked the board if that was something they wanted to keep or delete.

Debbie Howard asked if there were any stipulations in the draft ordinance that these short-term rentals must have water and sewer?

Stephen Wensman said the county could shut down anyone living in a garage or accessory structure without plumbing, sewer or water.

Pam Lampe of 415 N. Second Street came forward. She said 90% of Smithfield didn't know about all of the short-term rentals in the area. She thinks someone should apply for a special use permit to have a STR.

Stephen Wensman said it can't be permitted because it's not recognized in the code.

Pam Lampe doesn't think short-term rentals should be allowed but bed and breakfasts would be ok.

Stephen Wensman said we could make this a special use permit, but what will it achieve? What conditions would you put in a STR that aren't already in the supplementary standards already?

Pam Lampe asked how this change would affect Homeowner Associations that prohibit this activity?

Stephen Wensman said HOA are responsible for their own association. For instance, East River has an Airbnb in it and they have an HOA. Developer David DeYoung is aware of this, it's a former employee of theirs. No complaints have been received.

Pam Lampe asked if it was fair for homeowners that have a homeowner's association to have more lenient rules than the rest of us? Could this result in a lawsuit against the homeowner's association?

Stephen Wensman said that's how they enforce their HOA's, they sue one another.

Pam Lampe asked if the activities of short-term rentals were subject to the sales and use tax such as hotels?

Stephen Wensman said yes

Pam Lampe asked who kept those records?

Stephen Wensman said Airbnb is required to.

Pam Lampe asked if these rentals are subject to hotel tax?

Stephen Wensman said yes, they are.

Pam Lampe asked if it didn't hurt property values when a community is full of short-term rentals?

Debbie Howard said yes, but you have to disclose if you know.

Pam Lampe asked if these short-term rentals would be inspected?

Stephen Wensman said if we pass this ordinance, anyone wanting to operate a rental such as this would be required to obtain a zoning permit from the town, otherwise they would be in violation.

Mark Lane asked when this draft ordinance would go before Town Council?

Stephen Wensman said it would go to Town Council on January 4th.

Pam Lampe asked why the Planning Board/ Planning Staff want to promote short-term rentals?

Stephen Upton asked how the Planning Board was promoting this? He doesn't feel that they are.

Mark Lane asked if the Planning Board could table this for 30 days?

Ashley Spain made a motion to table ZA-21-06, seconded by Debbie Howard. Unanimously approved.

ZA-21-07 Ethics: Staff requests the Planning Board to review the draft UDO Amendment amending the Ethics requirement for appointed board members to better align it with State statutes.

Stephen Wensman said on January 5, 2021, the Town adopted amendments to the Unified Development Ordinance (UDO) to comply with NCGS 160D. These amendments included an amendment to Section 3.2 Ethics which was more restrictive than State statutes. This draft amendment more closely aligns Section 3.2 with N.C.G.S. 14-234 and N.C.G.S. 160D-109. The UDO amendment to Section 3.2 Ethics updated the ethics requirements for appointed boards to follow NCGS 160D legislation, however the adopted Town ordinance did not consider exceptions found in the statutes which as a result effectively prohibits any Town Council appointed board member from having a contract with the Town of Smithfield whether the appointed board member had any influence over the contract or not. Currently, one or more of the Town's appointed board members are in violation of the Town's ethics regulations, making them ineligible for reappointed. The proposed amendment to Section 3.2 remedies this by making the Town's ordinance better aligned with State statutes.

Debbie Howard made a motion to approve move to recommend approval of zoning text amendment, ZA-21-07, finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest, seconded by Ashley Spain. Unanimously approved.

OLD BUSINESS

None

Adjournment

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

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, January 4, 2022 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-21-04: Twin Creeks Phase 1A: The applicant is requesting to rezone one parcel of land totaling 1.61 acres from the Johnston County AR (Agricultural Residential) zoning district to the Town of Smithfield R-20A (Residential-Agricultural) zoning district. The property considered for approval is located on the south side of Black Creek Road approximately 1,650 feet of south west of its intersection with NC Hwy 210 and further identified as Johnston County Tax ID# 15I09052A.

S-21-06: Twin Creeks Phase 1A: The applicant is requesting preliminary subdivision approval for the creation of three lots from a 2.01 acre tract of land. The property considered for approval is located on the south side of Black Creek Road approximately 1,650 feet of south west of its intersection with NC Hwy 210 and further identified as Johnston County Tax ID# 15I09052A.

RZ-21-05 Kimicka Woodin: The applicant is requesting to rezone one parcel of land totaling .93 acres from the R-20A (Residential-Agricultural) zoning district to the R-10 (Residential) zoning district. The property considered for rezoning is located on the north side of Laurel Drive approximately 136 feet east of its intersection with Laurelwood Drive. The property is further identified as Johnston County Tax ID# 15078014A.

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

Run Legal ad in the Johnstonian News on December 22, 2021 and December 29, 2021.



Request for Town Council Action

Public
Hearing: S-21-06
Date: 01/04/2022

Subject: Twin Creeks Phase 1A Preliminary Plat
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Stewart-Proctor, PLLC is requesting the preliminary plat approval of Twin Creeks Phase 1A, a 3-lot detached single-family development in the R-20A Zoning District (to be annexed and rezoned to R-20A prior to subdivision public hearing).

Financial Impact

This development will be within the Town Corporate limits with annexation and will provide property taxes for 3 single family residential lots to be served by Town utilities, police, fire, and trash and other public services.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the preliminary plat and to decide whether to recommend approval, approval with conditions, or denial of the request.

Recommendation

Planning Staff recommend approval of the S-21-06 with 5 conditions based on the finding of fact for preliminary subdivisions.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Finding of Fact
3. Application
4. Preliminary Plat and Plans
5. Adjacent Property Owners List and Certification



Staff Report

Public Hearing: S-21-06

REQUEST:

Stewart-Proctor, PLLC is requesting the preliminary plat approval of Twin Creeks Phase 1A, a 3-lot detached single-family development in the R-20A Zoning District (to be annexed and rezoned to R-20A prior to the preliminary plat public hearing).

PROPERTY LOCATION:

The property is located on the south side of Black Creek Road about 3,373 feet west of Galilee Road.

APPLICATION DATA:

Project Name: Twin Creeks Phase 1A Rezoning
Property ID number: 15I09011B
Town Limits / ETJ: Town (if annexation is approved on January 4, 2022)
Applicant: Michael Stewart, PE
Owners: Navaho Investment Company LLC
Agents: Michael Stewart PE
Acreage: 1.61+.04 =2.01 acres
Zoning: R-20A (if approved in January 4, 2022)
Existing Use: Vacant/Agricultural
Proposed Use: Single Family Residential
School Impacts: 3 additional lots with potential students.
Parks and Recreation: Fee in lieu with final plat.
Fire District: Smithfield
Water and Sewer Provider: Town of Smithfield
Electric Provider: Duke Energy

ADJACENT ZONING AND LAND USES: (see attached map for complete listing)

	Zoning	Existing Land Uses
North	AR (County Res/Ag zoning)	Detached single-family residential
South	R-20A (Residential)	Detached single-family residential
East	R-20A (Residential)	Detached single-family residential
West	AR (County Res/Ag zoning)	Detached single-family residential

EXISTING CONDITIONS/ENVIRONMENTAL:

The site is currently vacant. There are no wetlands or environmentally sensitive features on the property.

BACKGROUND HISTORY OF REQUEST:

A portion of the subject property 21.39 acres, was annexed into the Town on December 5, 2018, with the preliminary plat of Phase 1, and then subsequently rezoned to R20-A. In 2021, the developer discovered that there was a mistake with the legal description on the title documents which has resulted in an additional 1.61 acres of land associated with the property (Johnston County ID #15I09011B). The original annexation and rezoning by the Town did not include this 1.61 acres of land. With a petition for annexation, and rezoning to R-20A, the developer is requesting preliminary plat approval to create 3 new lots.

ANALYSIS:

The preliminary plat of Twin Creeks Phase 1 approval, was accepted as part of the annexation of 21.39-acres. Twin Creeks Phase 1A is considered a major subdivision because it proposes to replat a 0.4-acre portion of the original Twin Creeks Phase 1 open space adding it to the 1.61-acres to create 3 new detached single family residential lots on 2.01-acres.

- Plat Recording. The Twin Creeks Phase 1A cannot obtain final plat until after the final plat approval of Twin Creeks Phase 1 and dedication of the public right of way because all new lots require street frontage. The proposed three lots will front on the Phase 1 road.
- Access. The Twin Creeks Phase 1A lots will have road frontage on the proposed road to be dedicated with Twin Creeks Phase 1 final plat. The developer is proposing a minor change to the entrance drive to Twin Creeks Phase 1, moving the access road eastward along Black Creek Road. This will free up space for the creation of Lot #93.
- Open space. The Twin Creeks Phase 1 subdivision under the **Johnston County's** Subdivision Ordinance. The development was approved with 6.08 acres of open space. The replat reduces the open space in Twin Creeks Phase 1 subdivision by 0.4 acres.
- Min. lot size. The lots average 0.39 acres (16,988 sq. ft.) with the smallest being 15,000 sq. ft. The minimum lot size in the R-20A district is 15,000, so all lots meet the minimum lot size.
- Lot dimensions. The lots exceed the R-20A - **75' of** street frontage requirement.
- Setbacks. The lots will comply with the R-20A setback requirements – **30' front, 10' side, 25' rear.'**
- Public sidewalks. A **5' wide public sidewalk will be constructed in the public right-of-way** along the frontage of the Twin Creeks Road along lots 91 and 92.
- HOA. The lots will be incorporated into the Twin Creeks HOA.
- Stormwater. The lots will utilize the stormwater SCM constructed in Phase 1.

- Utilities. The development will utilize existing utilities, water, and sewer, located in Twin Creeks Phase 1 subdivision.

FINDING OF FACT (Staff Opinion):

To approve a preliminary plat, the Planning Board/Town Council shall make the following finding (***staff's opinion in Bold/Italic***):

1. The plan is consistent with the adopted plans and policies of the town; *The plan is consistent with the adopted plans and policies of the town.*
2. The plan complies with all applicable requirements of this ordinance; *The plan complies with all applicable requirements of this ordinance.*
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed. *There is adequate infrastructure.*
4. The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses. *The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses.*

RECOMMENDATION:

Staff recommends the Town Council approve the preliminary plat, S-21-06, with the following conditions based on the finding of fact for preliminary subdivisions:

1. **That the driveway aprons be constructed in accordance with the Town's Standard Specifications and Details.**
2. That the final plat of Twin Creeks Phase 1A be made after the recording of the Twin Creeks Phase 1 final plat.
3. That the 3 lots be incorporated into the Twin Creeks HOA.
4. That the developer pays the fee-in-lieu of park dedication prior to final plat
5. That all utility fees be paid prior to final plat.

RECOMMENDED MOTION:

"Move to approve preliminary plat, S-21-06, with 5 conditions found in the staff report based on the finding of fact for **preliminary subdivisions.**"

**Town of Smithfield
Preliminary Plat
Finding of Fact / Approval Criteria**

Application Number: S-21-06 **Project Name:** Twin Creeks Phase 1A

Request: The applicant is requesting preliminary subdivision approval for the creation of three lots from a 2.01acre tract of land. The property considered for approval is located on the south side of Black Creek Road approximately 1,650 feet of south west of its intersection with NC Hwy 210 and further identified as Johnston County Tax ID# 15109052A.

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

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

1. The plan is consistent with the adopted plans and policies of the town;
2. The plan complies with all applicable requirements of this ordinance;
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and
4. The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses

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

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Preliminary Plat Application # S-21-06 with the following conditions:*

1. That the driveway aprons be constructed in accordance with the Town's Standard Specifications and Details.
2. That the final plat of Twin Creeks Phase 1A be made after the recording of the Twin Creeks Phase 1 final plat.
3. That the 3 lots be incorporated into the Twin Creeks HOA.
4. That the developer pays the fee-in-lieu of park dedication prior to final plat
5. That all utility fees be paid prior to final plat.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Preliminary Plat Application # S-21-06 for the following stated reason:*

Record of Decision:

1. That the driveway aprons be constructed in accordance with the Town's Standard Specifications and Details.
2. That the final plat of Twin Creeks Phase 1A be made after the recording of the Twin Creeks Phase 1 final plat.
3. That the 3 lots be incorporated into the Twin Creeks HOA.
4. That the developer pays the fee-in-lieu of park dedication prior to final plat
5. That all utility fees be paid prior to final plat.

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-21-06 is hereby:

_____ approved upon acceptance and conformity with the following conditions:

_____ denied for the noted reasons.

Decision made this 4th day of January 2022 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



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

**Preliminary Subdivision Application
 General Information**

Development Name Twin Creek Phase 1A

Proposed Use: Residential

Property Address(es): 6030 Black Creek Road, Smithfield NC 27577

Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN#: 167300-56-5565	TAX ID#: 15109011B
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Project type? Single Family Townhouse Multi-Family Non-Residential Planned Unit Development (PUD)

OWNER/DEVELOPER INFORMATION

Company Name: Navaho Investment Company, LLC	Owner/Developer: Name Jimmy Johnson	
Address: P.O. Box 310 Angier, NC 27501		
Phone: 919-639-2231	Email: jp@johnsonproperties.com	Fax 919 639 6981

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name: Stewart-Proctor Plc	Contact Name: John Teel	
Address: 319 Chapanoke Road Raleigh, NC 27603		
Phone: 919-779-1855	Email: jteelsp@yahoo.com	Fax: 919-779-1661

DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)

ZONING INFORMATION

Zoning District(s): R-20A

If more than one district, provide the acreage of each:

Overlay District? Yes No

Inside City Limits? Yes No

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

STORMWATER INFORMATION

Existing Impervious: Surface 0	acres/sf 0	Flood Hazard Area	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proposed Impervious Surface: 0.49	acres/sf 21,344	Neuse River Buffer	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Watershed protection Area Yes <input type="checkbox"/>	<input checked="" type="checkbox"/> No	Wetlands	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation				

NUMBER OF LOTS AND DENSITY

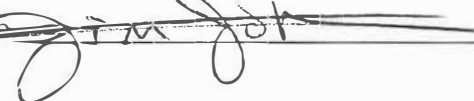
Total # of Single Family Lots: 3	Overall Unit(s)/Acre Densities Per Zoning Districts 1.49
Total # of Townhouse Lots	Acreage in active open space: 0.47
Total # of All Lots	Acreage in passive open space

SIGNATURE BLOCK (Applicable to all developments)

In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed subdivision plan as approved by the Town.

I hereby designate Michael Stewart to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use.

Signature  Date 9-27-2021

Signature _____ Date _____

REVIEW FEES

<input checked="" type="checkbox"/> Major Subdivision (Submit 7 paper copies & 1 Digital copy on CD)	\$500.00 + \$5.00 a lot

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

<i>Information</i>	<i>Preliminary Plat</i>
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X
Name of proposed subdivision.	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X
Graphic scale.	X
North arrow and orientation.	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X
List the proposed construction sequence.	X
Storm water plan – see Article 10, Part VI.	X
Show existing contour lines with no larger than five-foot contour intervals.	X
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X
Date of the drawing(s) and latest revision date(s).	X

<i>Information</i>	
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X
State on plans any variance request(s).	X
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X
Show the minimum building setback lines for each lot.	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X
Show pump station detail including any tower, if applicable.	X
Show area which will not be disturbed of natural vegetation (percentage of total site).	X
Label all buffer areas, if any, and provide percentage of total site.	X
Show all riparian buffer areas.	X
Show all watershed protection and management areas per Article 10, Part VI.	X
Soil erosion plan.	X
Show temporary construction access pad.	X
Outdoor illumination with lighting fixtures and name of electricity provider.	X
The following data concerning proposed streets:	
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X
Traffic signage location and detail.	X
Design engineering data for all corners and curves.	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X

<i>Information</i>	<i>Preliminary Plat</i>
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X
The location and dimensions of all:	
Utility and other easements.	X
Pedestrian and bicycle paths.	X
Areas to be dedicated to or reserved for public use.	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X
Required riparian and stream buffer per Article 10, Part VI.	X
The site/civil plans for utility layouts including:	
Sanitary sewers, invert elevations at manhole (include profiles).	X
Storm sewers, invert elevations at manhole (include profiles).	X
Best management practices (BMPs)	X
Stormwater control structures	X
Other drainage facilities, if any.	X
Impervious surface ratios	X
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X
Gas lines.	X
Telephone lines.	X
Electric lines.	X
Plans for individual water supply and sewage disposal systems, if any.	X
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	X
Linear feet in streets and acreage.	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X

<i>Information</i>	<i>Preliminary Plat</i>
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
The accurate locations and descriptions of all monuments, markers, and control points.	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X
A copy of the erosion control plan submitted to the Regional Office of NC- DNRCD, when land disturbing activity amounts to one acre or more.	X
All certifications required in Section 10.117.	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X
Improvements guarantees (see Section 5.8.2.6).	

FOR OFFICE USE ONLY			
File Number: _____	Date Submitted: _____	Date Received: _____	Amount Paid: _____

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a preliminary subdivision plat approval to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall grant preliminary subdivision approval if it has evaluated an application through a quasi-judicial process and determined that:

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

TWIN CREEKS PHASE IA

PROJECT NARRATIVE

- A. Owner NAVAHO INVESTMENT COMPANY LLC
4909 Western Blvd, Suite 200 Raleigh, NC 27606
- Engineer Michael Stewart
Stewart-Proctor Engineering & Surveying PLLC
319 Chapanoke Road, Suite 106 Raleigh, NC 27603
919-779-1855
stewartpe@aol.com
- Designer John Teel
Stewart-Proctor Engineering & Surveying PLLC
319 Chapanoke Road, Suite 106 Raleigh, NC 27603
919-779-1855
jteelsp@yahoo.com
- B. Site Address - 6030 Black Creek Rd. Smithfield, NC 27577
Zoning - R-20A
Parcel Size - 2.01 Acres
PIN - 167300-56-5565
Tax ID - 15I09011B
Description - Between Black Creek Road (SR 1162) and Galilee Road (SR 1341)
- C. Proposed Subdivision Name - Twin Creeks 1A
Proposed lots - 3 lots
Open Space - 0.47 Acres (23.4%)
Area in Roads - 0.21 Acres (9,148 SF)
Area in Right of Way - 0.37 Acres (16,117 SF)
- D. The total area for phase 1A is 2.01 acres. The site is mostly open field with a mix of pines and hardwood forest associated with creek. There is riparian buffer on this site from an unnamed tributary stream off of Arters Branch that is off the property. This site is not located in the environmentally sensitive Overlay District. The intent of this project is to develop the farmland into 3 single family residences within a clustered subdivision.

- E. R-20A allowable density is 2.90 units per acres using a Cluster Subdivision.
 $43560 \text{ sf} / 15000 \text{ sf} = 2.90 \text{ units per acre}$
 $2.01 \text{ Acres} * 2.90 \text{ units per acre} = 5.83 \text{ units per acre}$
 $3 \text{ units} < 5.83 \text{ units}$
- F. This will be phase IA of the proposed Twin Creeks Subdivision. The infrastructure will include street. The county will provide water and sewer to the subdivision, but the City will master meter this site.
- G. The neighboring properties are single family residential, and agriculture farmland..
- H. Stormwater is being captured in a wet pond and retained per the Smithfield UDO so that the post construction runoff matches or is below that of the pre-construction runoff for the 2-year storm.
- I. Phase 1A will only have 3 residences which will have a minimal impact on the traffic.
- J. 0.47A Acres of open Space will be provided, multi-use path, easement and the proposed buffer yards will be kept as open space which can be used for recreation. The plat space that borders the creek will also be kept as open space to preserve views and buffer areas of the creek. The homeowner's association will own and maintain the proposed open space areas.
- K. Construction plans designed and submitted to Smithfield in addition to the following.
- Submit Roadway plans application to NCDOT
 - Submit Driveway permit application to NCDOT
 - Submit Utility Plans to Smithfield and Johnston county
 - Submit Storm Water and Erosion Control plans NCDEQ

After Construction plan approval → Construction Sequence

1. Obtain grading permit.
2. Install construction entrance.
3. Install all erosion control measures as shown on approved sedimentation and erosion control plan, clearing only enough to install the measures.
4. Obtain certificate of compliance through on-site inspection by NCDENR Regional Engineer. Phone (919)791-4200
5. Install storm drainage and all associated erosion control measures not already in place.
6. Proceed with grading.
7. Clean sediment when half full.
8. Seed and mulch denuded area within (21) working days following completion of any phase of grading, permanent ground cover for all disturbed areas within (15) working days or one hundred twenty (90) calendar days (whichever is shorter) following completion of construction development. Measures should be monitored weekly and after every rainfall.
9. Maintain soil erosion measures until permanent ground cover is established.
10. Request final approval by Regional Engineer.
11. Remove soil erosion control measures and stabilize these areas.

Statement of Justification

Twin Creeks Phase 1A is currently zoned to be R-20A. The Smithfield UDO section allows for cluster subdivisions provided that the allowable density is still maintained and that the amount of acreage missing from the lot minimum of 15,000 per lot is put into open space. We meet the allowable density for R-20A which is 2.9 units per acres using

$$43560 \text{ sf} / 15000 \text{ sf} = 2.90 \text{ units per acre}$$

$$2.01 \text{ Acres} * 2.90 \text{ units per acre} = 5.83 \text{ units}$$

Our proposed cluster subdivision will be 3 units which is less than the maximum 5 units. Another requirement of applying for a special provision is proving that our site will match the neighboring areas. Phase 1 and 2 of our site plan across the creek tributary and buffers has a county approved preliminary site plan where the lot dimensions and frontages match our proposed lots in Phase 1A. The cluster subdivision allows for the additional right of way and buffer yards to match the neighboring elementary school entrances to the north of our project. The open space we have provided on our site also allows for the mitigation of potential flooding by providing a wet detention pond. The open space also allows a safe buffer to be able to walk around the proposed wet detention pond. The open space is also used for a benefit for the residents from both phase 1 and phase 2 to benefit from a multi-use path that connects the neighborhood and completes a pedestrian loop from Black Creek Road to Galilee road and with the proposed sidewalk to the elementary school as well. The last thing the open space in phase 1A does is retain the natural views, woodlands and buffers associated with the creek where the property extends south. With these uses for the open space and by staying under the zoned R-20A density we ask for the council to approve the cluster Subdivision.

Required Site Plan Information for Special use Permit Application

- 1) A vicinity map has been included on the title sheet of the plans.
- 2) The name and address of the owner is on the title sheet on the site plan sheet neighboring plat names and deed book numbers are included. We have also attached a sheet to this application with neighbors names, street addresses, and mailing addresses.
- 3) Pin numbers are included.
- 4) Deed book and page numbers are included.
- 5) Location of structures on or adjacent to the property have been identified and shown on plans.
- 6) Building setbacks have been shown on each individual lot and a chart shows the front, side, and rear building setbacks.
- 7) On this site the location of the creek tributary as well as the buffer is shown. No other water features appear in phase II.
- 8) Phase 2 existing swale is labeled as well as the intent to use a bypass pipe and fill in said drainage ditch. No trees greater than 8 in. diameter are in the disturbed area of phase 2 so they aren't applicable to this phase.
- 9) Existing topo is shown and labeled on site plan. Proposed topo is shown on grading and erosion control plans.
- 10) The zoning of the property is shown in the notes section of the plans and the limits are the boundary of the property.
- 11) The vicinity map incorporates the city limit lines, while the site plan shows the dimensioned lot lines as well as adjacent property lines.
- 12) N/A however our lot layout detail provides the driveway details that would provide adequate parking for the proposed homes.
- 13) The typical section for the road shows the pavement type. The multipurposed path is shown on the plans to be paved. The proposed sidewalk is 5' concrete to match existing sidewalk next to the school.
- 14) Please see the included utility plan sheets for existing water mains and gravity sewer. Please see the utility plan and profile sheets for the proposed water system and gravity sewer system.
- 15) Future utilities such as electric power, gas, and cable will be placed inside the right of way.
- 16) Please see pond detail sheets for proposed retention pond details and the stormwater calculations on the plan sheets for percent impervious to total site.
- 17) The location of all common areas are labeled as buffer yard or open space.
- 18) All public areas to be maintained by HOA.
- 19) Landscaping plan to be submitted upon the approval of the cluster subdivision for buffer yard next to Galilee Road.
- 20) Please see lighting plans for proposed site lighting.

NO. _____

REVISION _____

DATE _____

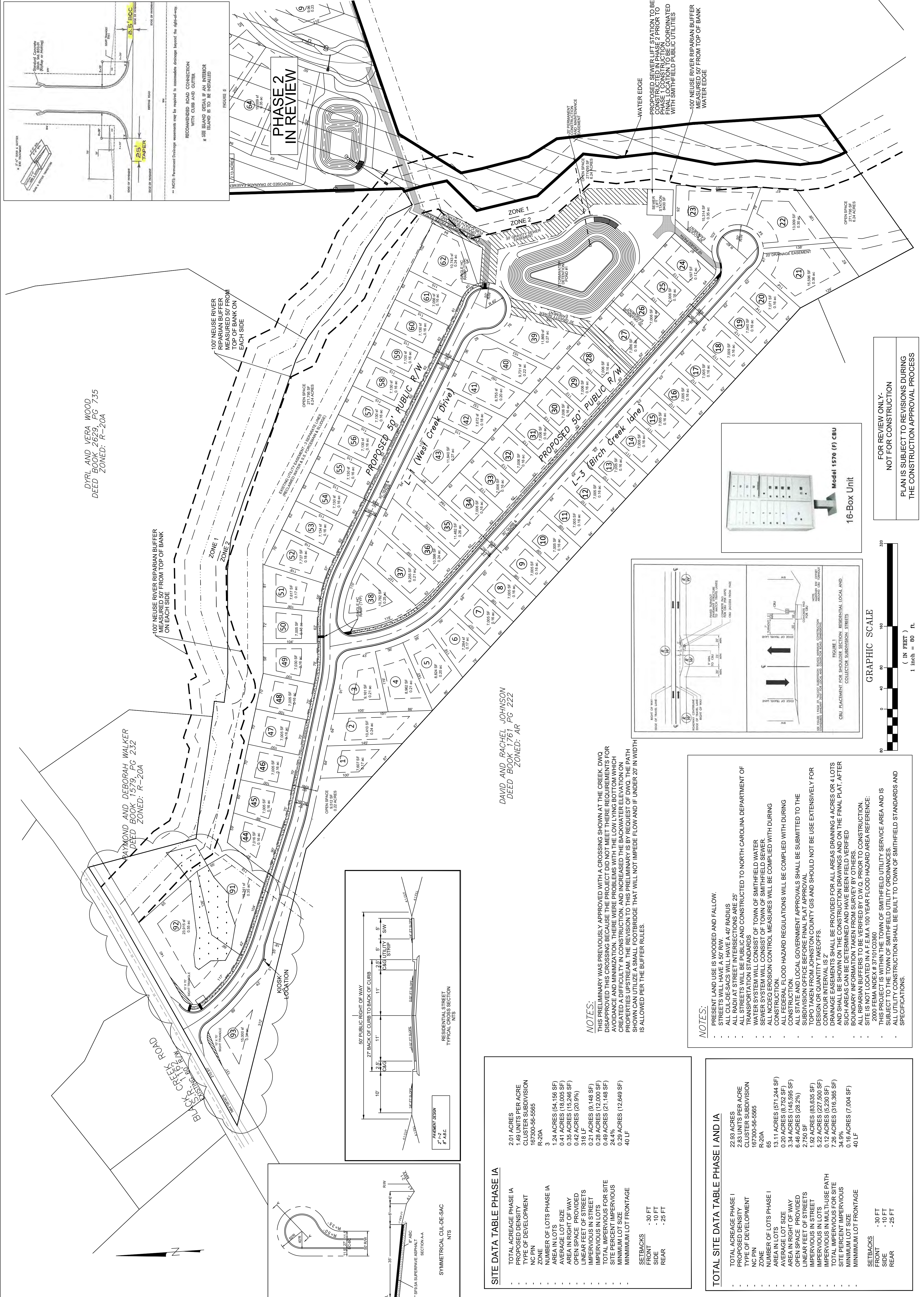
STEWART - PROCTOR
ENGINEERING AND SURVEYING

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

PREPARED FOR: _____
ENGINEERING: _____
PROJECT ENGINEER: _____
DATE: 03-01-2019

TWIN CREEKS PHASE 1A
SMITHFIELD, NORTH CAROLINA
SITE PLAN - PHASE 1
(A CLUSTER SUBDIVISION)

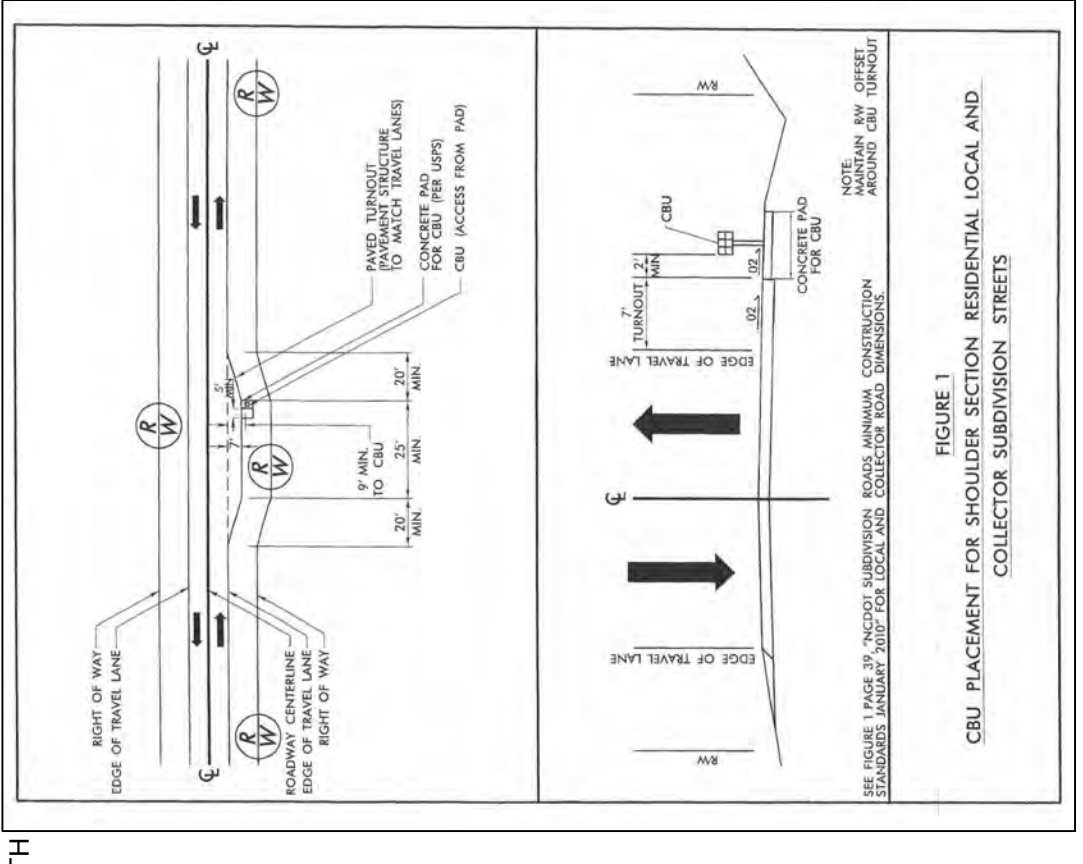
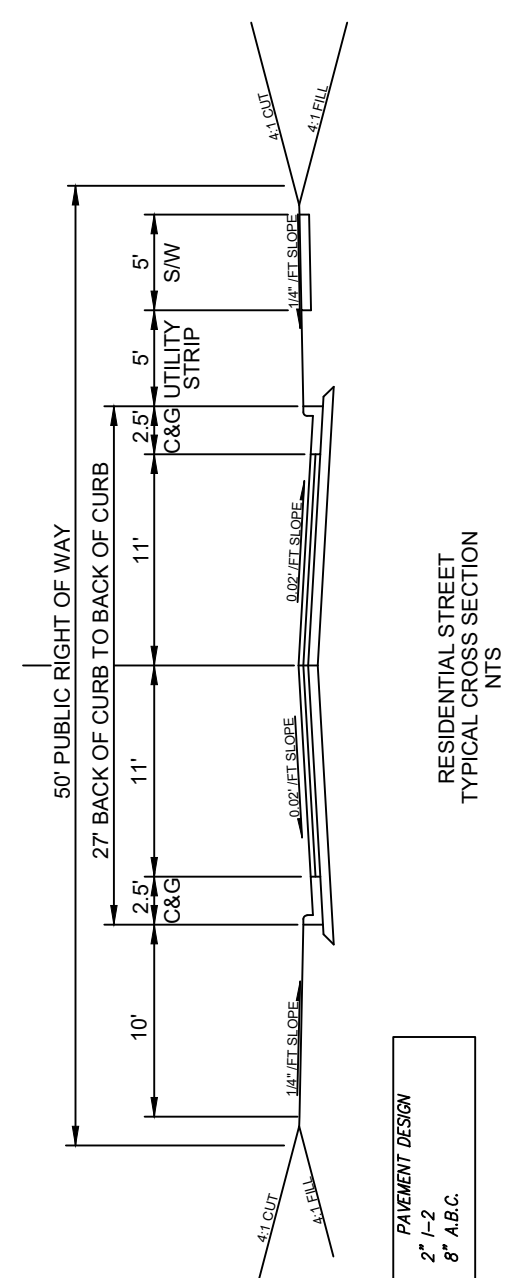
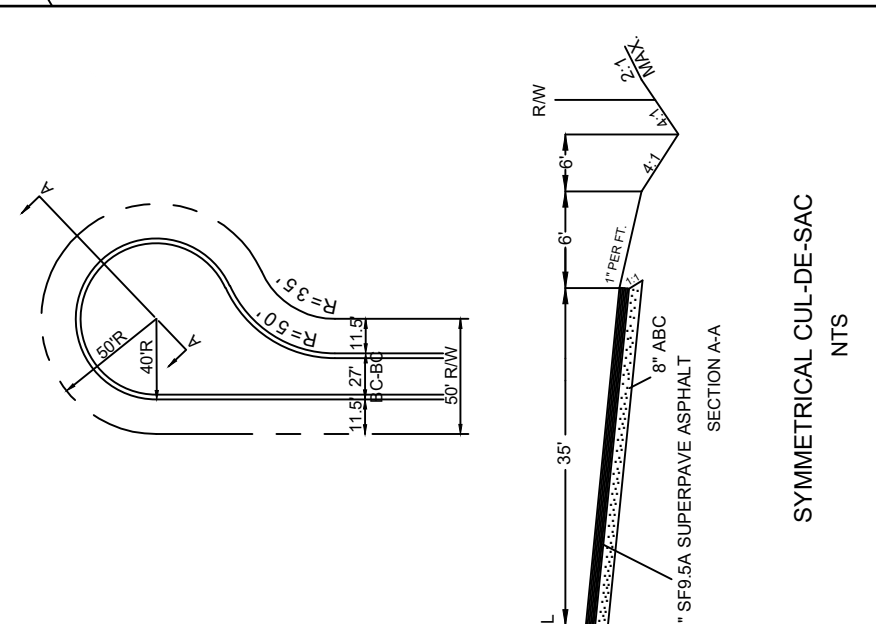
DRAWING SHEET
C-2A



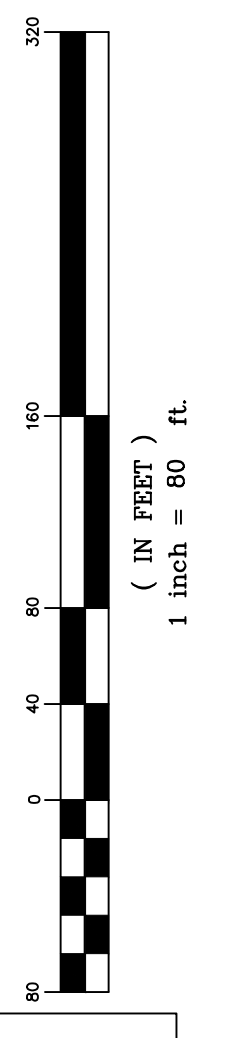
DYRL AND VERA WOOD
DEED BOOK 2629, PG 735
ZONED: R-20A

RAYMOND AND DEBORAH WALKER
DEED BOOK 1579, PG 232
ZONED: R-20A

DAVID AND RACHEL JOHNSON
DEED BOOK 1761, PG 222
ZONED: R-20A



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



NOTES:
THIS PRELIMINARY WAS PREVIOUSLY APPROVED WITH A CROSSING SHOWN AT THE CREEK. DWG. DISAPPROVED THIS CROSSING BECAUSE THE PROJECT DID NOT MEET THE REQUIREMENTS FOR AVOIDANCE AND MINIMIZATION. THERE WERE PROBLEMS WITH THE LOW LYING BOTTOM WHICH CREATED A DIFFICULTY IN CONSTRUCTION, AND INCREASED THE BACKWATER ELEVATION ON PROPERTIES UPSTREAM. THE REVISION TO THIS PRELIMINARY IS BY REQUEST OF DWG. THE PATH SHOWN CAN UTILIZE A SMALL FOOTBRIDGE THAT WILL NOT IMPEDE FLOW AND IF UNDER 20' IN WIDTH IS ALLOWED PER THE BUFFER RULES.

- NOTES:**
- PRESENT LAND USE IS WOODED AND FALLOW.
 - STREETS WILL HAVE A 50' RW.
 - ALL CUL-DE-SACS WILL HAVE A 40' RADIUS
 - ALL ROADWAY INTERSECTIONS ARE 25' TRANSPORTATION STANDARDS
 - WATER SYSTEM WILL CONSIST OF TOWN OF SMITHFIELD WATER
 - SEWER SYSTEM WILL CONSIST OF TOWN OF SMITHFIELD SEWER
 - ALL NCEQ EROSION CONTROL MEASURES WILL BE COMPLIED WITH DURING CONSTRUCTION.
 - ALL FEDERAL FLOOD HAZARD REGULATIONS WILL BE COMPLIED WITH DURING CONSTRUCTION.
 - ALL STATE AND LOCAL GOVERNMENT APPROVALS SHALL BE SUBMITTED TO THE SUBDIVISION OFFICE BEFORE FINAL PLAN APPROVAL
 - CONTOUR INTERVAL IS 2'
 - DESIGN OR QUANTITY TAKEOFFS.
 - BOUNDARY EASEMENTS SHALL BE PROVIDED FOR ALL AREAS DRAINING 4 ACRES OR 4 LOTS AND SHALL BE SHOWN ON THE CONSTRUCTION DRAWINGS AND ON THE FINAL PLAN. AFTER SUCH AREAS CAN BE DETERMINED AND HAVE BEEN FIELD VERIFIED
 - BOUNDARY INFORMATION TAKEN FROM SURVEY BY OTHERS.
 - ALL RIPARIAN BUFFERS TO BE VERIFIED BY D.W.O. PRIOR TO CONSTRUCTION.
 - SITE IS NOT LOCATED IN A FEMA 100 YEAR FLOOD HAZARDOUS AREA REFERENCE: THE PRELIMINARY INDEX MAP OF TOWN OF SMITHFIELD UTILITY SERVICE AREA AND IS SUBJECT TO THE TOWN OF SMITHFIELD UTILITY ORDINANCES.
 - ALL UTILITY CONSTRUCTION SHALL BE BUILT TO TOWN OF SMITHFIELD STANDARDS AND SPECIFICATIONS.

SITE DATA TABLE PHASE 1A

TOTAL ACREAGE PHASE 1A	2.01 ACRES
PROPOSED DENSITY	1.48 UNITS PER ACRE
TYPE OF DEVELOPMENT	CLUSTER SUBDIVISION
NC PIN	167300-56-5665
ZONE	R-20A
NUMBER OF LOTS PHASE 1A	62
AREA IN LOTS	1.24 ACRES (54,156 SF)
AVERAGE LOT SIZE	0.41 ACRES (18,005 SF)
AREA IN RIGHT OF WAY	0.35 ACRES (15,246 SF)
OPEN SPACE PROVIDED	0.42 ACRES (20.9%)
LINEAR FEET OF STREETS	318 LF
IMPERVIOUS IN STREET	0.21 ACRES (9,148 SF)
IMPERVIOUS IN LOTS	0.28 ACRES (12,000 SF)
TOTAL IMPERVIOUS FOR SITE	0.49 ACRES (21,148 SF)
SITE PERCENT IMPERVIOUS	24.4%
MINIMUM LOT SIZE	0.29 ACRES (12,649 SF)
MINIMUM LOT FRONTAGE	40 LF
SETBACKS	FRONT - 30 FT
SIDE	- 10 FT
REAR	- 25 FT

TOTAL SITE DATA TABLE PHASE 1 AND 1A

TOTAL ACREAGE PHASE 1	22.93 ACRES
PROPOSED DENSITY	2.83 UNITS PER ACRE
TYPE OF DEVELOPMENT	CLUSTER SUBDIVISION
NC PIN	167300-56-5665
ZONE	R-20A
NUMBER OF LOTS PHASE 1	62
AREA IN LOTS	13.11 ACRES (571,244 SF)
AVERAGE LOT SIZE	0.20 ACRES (8,752 SF)
AREA IN RIGHT OF WAY	3.34 ACRES (145,695 SF)
OPEN SPACE PROVIDED	6.46 ACRES (28.2%)
LINEAR FEET OF STREETS	2,790 SF
IMPERVIOUS IN STREET	1,992 ACRES (65,635 SF)
IMPERVIOUS IN LOTS	5,122 ACRES (162,240 SF)
IMPERVIOUS IN MULTIUSE PATH	0.12 ACRES (5,240 SF)
TOTAL IMPERVIOUS FOR SITE	7,236 ACRES (316,965 SF)
SITE PERCENT IMPERVIOUS	34.9%
MINIMUM LOT SIZE	0.16 ACRES (7,004 SF)
MINIMUM LOT FRONTAGE	40 LF
SETBACKS	FRONT - 30 FT
SIDE	- 10 FT
REAR	- 25 FT

6000 Block of Black Creek Road

File Number:
S-21-06

Project Name:
Twin Creeks Phase 1A

Project Type:
3 lot Subdivision

Location:
Black Creek Road

Tax ID#:
15109011B

Owner:
Navaho Investment
Company LLC

Applicant:
Michael Stewart



Adjacent Property Owners of
S-21-06

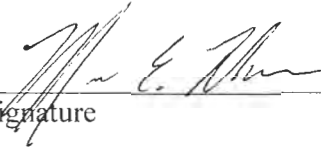
TAG	PIN	NAME	ADDRESS	CITY	STATE	ZIPCODE
15109025B	167300-37-8159	BYRD, LINWOOD E	116 MARIAH DR	FOUR OAKS	NC	27524
15109034G	167300-68-4006	JOHNSTON COUNTY BOARD OF ED	PO BOX 1336	SMITHFIELD	NC	27577-0000
15109037D	167300-57-8542	MATTHEWS, ORIS E	6336 BLACK CREEK ROAD	SMITHFIELD	NC	27577-0000
15109036A	167300-77-0471	JONES, NANCY L	2522 GALILEE RD	SMITHFIELD	NC	27577-0000
15109050	167300-96-0480	DAUGHTRY, N LEO	P O BOX 1264	SMITHFIELD	NC	27577-1264
15109047	167300-47-1362	CREECH, JEFFREY JOE	402 HILLSIDE DR	SMITHFIELD	NC	27577-3057
15109035K	167300-78-9038	PURSER, ROBERT LEE	244 CARRIAGE CREEK DR	SMITHFIELD	NC	27577-6206
15109037B	167300-47-6254	THOMPSON, DEREK E.	6140 BLACK CREEK RD	SMITHFIELD	NC	27577-7815
15109037	167300-57-2338	PETTIT, CHRISTOPHER RYAN	6278 BLACK CREEK RD	SMITHFIELD	NC	27577-7817
15109046C	167300-47-2713	POPE, GEORGE H	3550 NC HIGHWAY 210	SMITHFIELD	NC	27577-7927
15109035B	167300-77-1706	AYCOCK, JUDY BENSON	2602 GALILEE RD	SMITHFIELD	NC	27577-7991
15109011B	167300-56-5565	NAVAHO INVESTMENT COMPANY LLC	4909 WESTERN BLVD, STE 200	RALEIGH	NC	27606
15109036	167300-87-2382	JONES, JENNINGS BRYAN	114 S 5TH AVE	KURE BEACH	NC	28449-3817
15109047B	167300-47-0224	CREECH, ANGELA	2208 HEARTHSTONE WAY	MT PLEASANT	SC	29466-8643
15109054	167300-54-4948	JOHNSON, DAVID ALBERT	102 N MARLBORO ST	MC COLL	SC	29570-2117
15109049A	167300-46-5485	JOHNSON, DAVID ALBERT	102 N MARLBORO ST	MC COLL	SC	29570-2117



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, S-21-06, were notified by First Class Mail on 12-17-21.


Signature

Johnston County, North Carolina

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

17th day of December, 2021


Notary Public Signature

Julianne Edmonds
Notary Public Name

My Commission expires on January 15, 2023
(Seal)





Request for Town Council Action

Public
Hearing: RZ-21-05
Date: 01/04/2022

Subject: 310 Laurel Drive Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Kimicka Woodin is requesting the rezoning of 310 Laurel Drive from R-20A to R-10

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the rezoning and to make a decision whether to approve or deny the request.

Recommendation

Planning Staff and the Planning Board recommend the Town Council approve the rezoning, RZ-21-05, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Zoning Map
5. Adjacent Property Owner List and Certification



Staff Report

Public Hearing: RZ-21-05

REQUEST:

Kimicka Woodin is requesting the rezoning of 310 Laurel Drive from R-20A to R-10 in order to run a small child care center out of her home.

PROPERTY LOCATION:

The property is located about 130 feet east of the Laurel Drive and Laurelwood Drive intersection on the north side of Laurel Drive.

SITE DATA:

Tax ID# 15078014A
 Acreage: .92 acres
 Present Zoning: R-20A
 Proposed Zoning: R-10
 Existing Use: Residential
 Proposed Use: Residential/Small Child Care Center
 Fire District: Smithfield
 School Impacts: None
 Parks and Recreation: None
 Water Provider: Smithfield
 Sewer Provider: Smithfield
 Electric Provider: Duke

ENVIRONMENTAL:

The property is not located within a floodplain and there are no environmental concerns.

ADJACENT ZONING AND LAND USES: (see attached map for complete listing)

	Zoning	Existing Land Uses
North	R-20A	Agriculture/Forested
South	R-10 (Residential)	Single-family residential
East	R-20A (Residential-Agriculture)	Single-family residential
West	R-20A (Residential-Agriculture)	Single-family residential

ANALYSIS:

The subject parcel and all but one of the residential lots on the north side of Laurel Drive between Laurelwood Drive and Laurel Circle are zoned R-20A. The lots on the south side of Laurel Drive and elsewhere in the neighborhood are zoned R-10. The applicant wants to run a small child care center out of her home and found out that the use is not allowed in the R-20A Zoning District, but would be allowed in the R-10 District.

Other considerations:

- The R-10 District is currently located across Laurel Drive, so the rezoning would not be a spot zone. The R-20A District would continue to surround the 310 Laurel Drive to the west, north, and east boundary of the property.
- The property is connected to Town water and sewer facilities.
- The property exceeds the R-10 dimensional requirements and is larger than the properties adjacent to it.
- The existing home is located in the center of the property making a lot split impossible without removal of the existing home.
- The parcel to the west is vacant.
- The parcel to the east is a cemetery.
- Child Care Centers are subject to the supplemental standards found in Section 7.4.1 of the UDO which address outdoor play area, parking and drop-off areas. The property is well suited for the accessory use.

COMPREHENSIVE PLAN GUIDANCE:

The Comprehensive Growth Management Plan guides these properties for medium density residential. The rezoning is consistent with the comprehensive plan.

CONSISTENCY STATEMENT (Staff Opinion):

With approval of the rezoning, the Planning Board/Town Council is required to adopt a statement describing whether the action is consistent with adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- Consistency with the Comprehensive Growth Management Plan - *The Comprehensive Plan guides the area for Medium Density Residential.*
- Consistency with the Unified Development Code — *the property will be developed in conformance with the UDO.*
- Compatibility with Surrounding Land Uses - *The property considered for rezoning will be compatible with the residential land uses in the area.*

RECOMMENDATION:

Planning Staff and the Planning Board recommend the Town Council approve the rezoning, RZ-21-05, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public interest.

RECOMMENDED MOTION:

Staff recommends the following motion:

“move to approve zoning map amendment, RZ-21-05, finding it 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.”

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-21-05**

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,

That the final action regarding zoning map amendment RZ-21-05 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public meeting. Therefore, the amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,

That the final action regarding zoning map amendment RZ-21-05 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.



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

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. **Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached), (1) electronic submittal and the application fee.**

Name of Project: N/A Acreage of Property: .92
 Parcel ID Number: 169517-22-0403 Tax ID: 15078014A
 Deed Book: 04420 Deed Page(s): 0539
 Address: 310 LAUREL DR
 Location: 134 feet east of Laurelwood Dr on Laurel Drive.

Existing Use: Detached single family Proposed Use: detached single family
 Existing Zoning District: R-20A
 Requested Zoning District: R-10
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____	Date Received: _____	Amount Paid: _____
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OWNER INFORMATION:

Name: Kimicka Woodin

Mailing Address: 310 Laurel Dr

Phone Number: 919-205-1501 **Fax:** _____

Email Address: cocoawoodin@yahoo.com

APPLICANT INFORMATION:

Applicant: Same as owner

Mailing Address: _____

Phone Number: _____ **Fax:** _____

Contact Person: _____

Email Address: _____

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a rezoning application. This information is required to be present on all plans, except where otherwise noted:

- A map with metes and bounds description of the property proposed for reclassification.
- A list of adjacent property owners.
- A statement of justification.
- Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

Requesting the rezoning to R-10 zoning district to be able to run a small child care center out of the home.

The use is not permitted in the R-20A.

APPLICANT AFFIDAVIT

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

Kimicka Woodin

Print Name


Signature of Applicant

10/29/21

Date



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

OWNER'S CONSENT FORM

Name of Project: _____ Submittal Date: _____

OWNERS AUTHORIZATION

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

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

[Handwritten Signature] Kimicka Woodin 10/29/21
Signature of Owner *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

[Handwritten Signature] Kimicka Woodin 10/29/21
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Parcel ID Number: _____

300 Block of Laurel Drive

File Number:
RZ-21-05

Project Name:
Kimicka Woodin
Rezoning

Existing Zoning:
R-20A (Residential)

Proposed Zoning:
R-10 (Residential)

Existing Land Use:
Single Family Dwelling

Tax ID#:
15078014A

Owner:
Kimicka Woodin

Applicant:
Kimicka Woodin



1 in = 200 ft
Map created by the Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 11/22/2021



Adjacent Property Owners of
RZ-21-05

TAG	PIN	NAME	ADDRESS	CITY	STATE	ZIPCODE
15O99031A	169517-22-1432	JONES CEMETERY				00000-0000
15078014M	169517-12-8455	HEATH STREET #215 LTD PTNRP	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15078009I	169500-23-3202	HEATH STREET #215 LMTD PRTRSHP	258 MEADOWBROOK DR	FOUR OAKS	NC	27524-8550
15K09150U	169517-22-0179	ARTHUR, MICHAEL RAY	303 LAUREL DRIVE	SMITHFIELD	NC	27577-0000
15K09150T	169517-12-9261	CREECH, CODY LEE	305 LAUREL DR	SMITHFIELD	NC	27577-5517
15K09150S	169517-12-8246	KUBASKO, JOHN BRAXTON	307 LAUREL DR	SMITHFIELD	NC	27577-5517
15078014A	169517-22-0403	WOODIN, KIMICKA R	310 LAUREL DR	SMITHFIELD	NC	27577-5518



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-21-05, were notified by First Class Mail on 12-17-21.




Signature

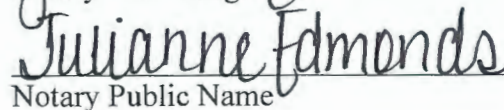
Johnston County, North Carolina

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

17th day of December, 2021



Notary Public Signature

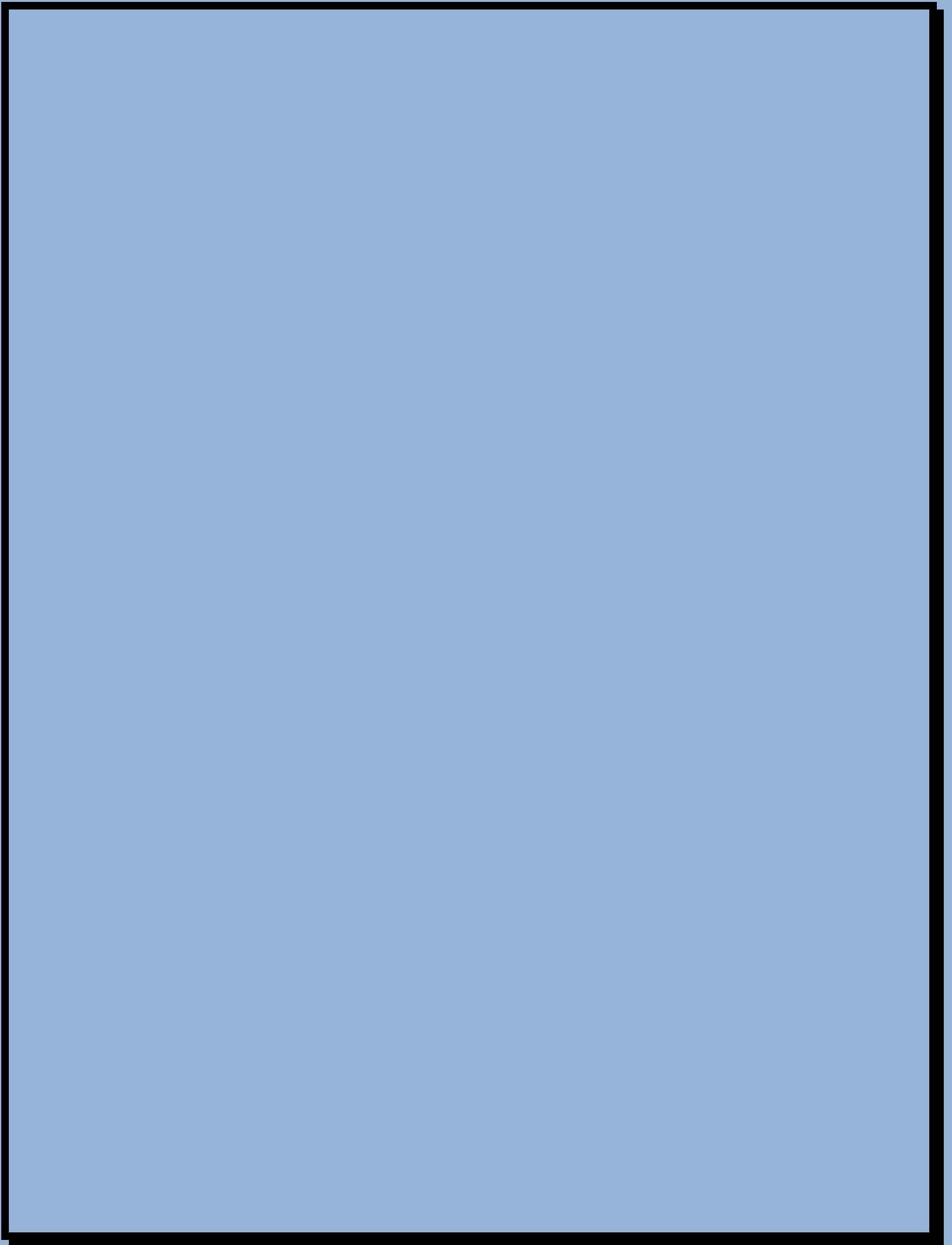


Notary Public Name

My Commission expires on January 15, 2023



Consent Agenda Items



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

Councilmen Present:

Marlon Lee, District 1
Travis Scott, District 3
David Stevens, District 2
Dr. David Barbour, District 4
Stephen Rabil, At-Large

Councilmen Absent

John Dunn, Mayor Pro-Tem
Roger Wood, At-Large

Administrative Staff Present

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

Also Present

Bob Spence, Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

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

PRESENTATIONS:

1. Proclamation: Honoring Jonathan “Jon” Moore’s 20+ years of service to the Town of Smithfield

Mayor Moore presented the following proclamation to retiring Parks and Recreation Program Supervisor Jon Moore. The Town Council expressed their appreciation for Mr. Moore’s years of dedicated service.

PROCLAMATION

In Honor of Jonathan “Jon” Moore’s 20+ Years of Service to the Town of Smithfield

WHEREAS, Jonathan Moore has been a dedicated employee for over 20 years and retired on November 24, 2021; and

WHEREAS, Jonathan Moore has served the Town of Smithfield as the Parks and Recreation Athletic Program Supervisor; and

WHEREAS, Jonathan Moore devoted countless hours to planning and supervising athletic programs for children and adults; and

WHEREAS, programs such as youth baseball, basketball, football and soccer have helped develop some of Johnston County's best athletes; and

WHEREAS, Jonathan Moore has earned the admiration of his colleagues, staff, participants and citizens; and

WHEREAS, Jonathan Moore will be missed both professionally and as a friend, and we extend our very best wishes for his continued success in his life's pursuits.

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 Jonathan Moore 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.

2. Administering Oath of Office to new Police Officer Anthony Moss

Mayor Moore administered the Oath of Office to new Police Officer Anthony Moss and welcomed him to the Town of Smithfield.

3. Fiscal Year 2020-2021 Annual Audit Report

Finance Director Greg Siler introduced Alan Thompson from the auditing firm of Thompson, Price, Scott and Adams, PA.

Mr. Thompson informed the Council there were no significant audit findings, no difficulties were encountered, no uncorrected misstatements and no disagreements with management. Management did provide a representation letter dated November 8, 2021 and his firm was unaware that management was consulting without accountants or auditors. The main reason the Town hires an auditing firm is to issue an opinion on the financial statements. Mr. Thompson stated the Town was financially healthy in the general fund, the water/sewer fund and the electric fund.

PUBLIC HEARINGS:

- 1. Rezoning Request – Thomas Moyer (RZ-21-05):** The applicant was requesting to rezone two parcels of land totaling approximately 1.31 acres from the R-10 (Residential) to the R-8 (Residential) zoning district. The properties considered for approval are located on the northeast side of the intersection of White Oak Drive and Azalea Drive and further identified as Johnston County Tax ID# 14056027B and 14056012.

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

Planning Director Stephen Wensman explained the property owners of 18 Azalea Drive and 2 White Oak Drive are requesting their properties to be rezoned from R-10 to R-8.

The applicant was requested to align the existing land use with the appropriate zoning district. The multi-family dwelling on 2 White Oak Drive and the duplexes on 18 Azalea Drive are legal nonconforming uses in the R-10 district. It is likely the properties were developed prior to current zoning and the application of the R-10 zoning made them legal nonconforming.

The R-10 district only allows detached single-family uses. According to Article 9 of the UDO, if the properties were destroyed, they could only be reconstructed as conforming single-family structures. The applicant of 18 Azalea Drive requested a loan from the bank and was rejected as a result of its legal nonconforming status.

Furthermore, the property to the East of 2 White Oak Drive (with the Tax ID 14056010) is a duplex and zoned R-8. It is the only spot of R-8 zoning in the area. This rezoning would make a larger 3-lot R-8 Zoning District and make the uses legal and conforming.

Planning Staff and the Planning Board recommend approval of RZ-21-03 with a statement declaring the request 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.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the December 7, 2021 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if the request was from both property owners. Mr. Wensman responded that the two properties would be rezoned to R-8.

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 Rabil, to close the public hearing. Unanimously approved.

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve zoning map amendment, RZ-21-03, finding it 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. Conditional Zoning Request – Harvest Run (CZ-21-10):** requesting conditional rezoning of two parcels of land totaling 45.6 acres from the R-20A (Residential-Agricultural) zoning district to the R-8 CZ (Conditional Zoning) district for the construction of a 165-lot residential development. The properties considered for approval are located on the north side of NC Hwy 210 approximately 200 feet west of its intersection with Skyland Drive and further identified as Johnston County Tax ID# 15077017 and 15077009

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

Planning Director Stephen Wensman explained the Timmons Group was requesting a conditional rezoning of 45.67-acres of land from R-20A to R-8 CZ with a master plan for a planned development consisting of 165 lots; 96 detached single family residential lots and 69 attached single-family townhome lots.

The property considered for approval is a mix of agricultural and woodland containing a blueline stream, two small wetland areas, a small pond, and areas within the 500-year flood zone.

Comprehensive Land Use Plan and Density.

The Town's Comprehensive Growth Management Plan guides the site for mixed use along NC Highway 210 and remainder of the site for medium density residential. The proposed development is 3.61 dwelling units per acre which is less than the maximum density allowed within areas guided for medium density residential.

The Town's Transportation Plan identifies the need for a road connection between West Market Street and NC Hwy 210.

The Conditional Rezoning Master Plan is in conformance with the Comprehensive Growth Management Plan. The Master Plan should reserve future right of way for a future road connection where a trail is currently shown. There strip of land is too narrow for a full right of way (37' wide); however additional right of way could be added to it if the adjacent land redevelops in the future.

Site Access. The site is accessed by a proposed public road off of NC Highway 210 and from proposed lateral access road connecting the site to the proposed Marin Woods development to the west. A pedestrian trail also provides access from W. Market Street.

Highway Improvements. A Traffic Impact Analysis (TIA) has been prepared and the developer is committed to the required NCDOT improvements. The developer will be dedicating 10.8 acres of the site for NCDOT right-of-way.

Streets. The primary access is a north-south 34' wide road, back of curb to back of curb, in a 60' wide public right-of-way serving as the primary access road to the townhomes and detached single-family areas.

The remainder of the roads within the development are proposed as 29' wide, back of curb to back of curb in a 55' wide public-right of way, including the east west connector street coming from Marin Woods.

The east-west connector street should match between developments; therefore, staff is recommending a 34' wide street, back of curb to back of curb in a 60' right-of-way.

Curb and gutter. B6-12 curb and gutter is proposed throughout the development except in front of townhouse units and within ten feet of the end units. This is consistent with other recent subdivision approvals.

Site Amenities. The developer is proposing decorative sign posts and street lighting throughout the development. This represents an improvement that exceeds UDO requirements.

Open Space/Recreational Amenities. The development preserves 16.41 acres of land as open space comprised of undisturbed wetlands/woodlands, Neuse Riparian Buffers and passive and active pocket parks, including a dog park area. Pocket Parks and open space areas will be owned and maintained by the Homeowner's Association.

Mail Kiosk. A proposed mail kiosk is conveniently located along Road D (entrance road) just at the north end of the townhouse area within a 7-space parking lot.

Trails. The plans show a paved trail from W. Market Street to the Road F cul-de-sac which will provide convenient walking to shopping. Another trail is shown connecting the cul-de-sac on Road A to the cul-de-sac on Road C over the riparian buffer connecting the detached single-family area to the attached townhouse area. This trail may require a boardwalk crossing. The trail corridor to West Market Street should be dedicated as right-of-way for a future road connection as suggested in the Town's Transportation Plan.

Riparian Buffer. The blue line stream that crosses the site is protected by a riparian buffer that is 50' wide following the center line of the stream.

Sidewalks. Five-foot public sidewalks are proposed on both sides of the streets throughout the development as compared to the Marin Woods development to the west which is proposing sidewalks on only one side of the streets. A 5' wide sidewalk is also proposed along NC Highway 210. Staff will be working to encourage Marin Woods developers to install a public sidewalk on both sides of a segment of Road C that connects the two developments.

Landscaping and Buffering. The landscape plan is incomplete as it does not clearly articulate the type and location of plantings. The submitted plan has been summarized below:

- A 20' wide Type C buffer is proposed along the boundary with the industrial zoning to the north edge of the detached single-family development area which consists of 3 canopy trees, 12 shrubs and a 6' high fence per 100'.

- A 20' Type B buffer is proposed along the northeast boundary adjacent to the existing residential properties with commercial and institutional zoning consisting of 1 canopy tree and 8 shrubs per 100'.
- No buffer is proposed to the south and east adjacent to the Pine Knoll multi-family development off of Skyline Drive.
- A 20' Type B buffer is proposed alongside of the B-P gas station located on NC Highway 210.
- A Street yard buffer is proposed along NC Highway 210, but it is unclear as to the type and location of plantings.
- No buffer proposed adjacent to Marin Woods Subdivision.
- Keener Lumber has requested a 6' privacy fence be installed along the boundary adjacent to its industrial property to protect against trespassing.

Utilities. Public water will be provided by connecting to an existing watermain along the NC Hwy 210 frontage of the site. Public sanitary sewer has been coordinated with the adjacent Marin Woods development to eliminate the need for a pump station.

Stormwater Management. The developer is committed to meeting all stormwater quantity and quality reduction requirements. Proposed stormwater control measures (SCMs) will typically consist of wet ponds and other approved measures. SCMs are shown located within open space areas and be maintained by the Homeowner's Association.

Trash and Recycling. Trash and recycling roll-off containers in the townhouse units be stored within a garage or within the rear yards of each unit. This should be made a condition of approval.

Subdivision Signs. No subdivision sign has been proposed, but easements for entry monuments are shown on the master plan at the entrance to the development from NC Highway 210.

Homeowner's Association. An HOA will own and maintain the recreation and open space areas, stormwater facilities, pump station, trails and landscaping on townhouse front and side yards and HOA property.

Townhouses. The applicant is proposing 69 townhouse lots in a mix of four- and five-unit buildings. The images of example townhouse products in the narrative shows all units having single-car garages with 8-10' wide driveways.

Minimum Lot Dimensions and Size. The minimum lot size is 1,991 sq. ft. All lots are 2,000 sq. ft. or larger with the exception of lot 54 which is 1,991 sq. ft. in size. The average townhouse lot size is 2,045 sq. ft.

Setbacks. Front – 35', Rear - 15'. The rear setback is a deviation from the required 25' setback in the R-8 zoning district.

Building Heights. The developer is proposing 2-3 story townhomes which according to the developer, should comply with the maximum 35 feet building height.

Townhouse Unit Sizes. The developer is planning on working with NVR/Ryan Homes as the townhouse builder with the following products:

- 3-story Juniper, 1220 sq.ft., 3 bedrooms, 2 bathrooms
- 2-story Poplar, 1442 sq.ft., 3 bedrooms, 2 bathrooms

Target Sales Price: \$230,000-250,000

Parking. The development provides 2.5 parking spaces per townhome unit. With a 35' building setback, it is feasible to park on vehicle within a garage and two on the townhouse driveway. Some limited on-street parking will be available.

Architectural Standards. The developer is proposing an 18” masonry water table on the front façade of all townhomes. All elevations must have windows on all exterior sides of dwellings. All front windows will have shutters or trim. Corner side yard windows will be treated as a front elevation. The written narrative provides images of example townhomes.

Detached Single-Family Residential. The developer is proposing to create 96 detached single family residential lots. The images of example single-family homes all show 2-car garages and covered entryways.

Minimum Lot Dimensions and Size. The minimum lot size is 6,308 sq. ft. with a minimum lot width of 55’ and lot depth of 114.7’. The lot dimensions and size represent a deviation from the R-8 zoning which requires 8,000 sq. ft. lots with a minimum frontage width of 70 feet. The average lot size proposed is 8,103 sq. ft.

Setbacks. Front – 30’, Side – 6’, Rear - 20’. Corner side – 16’ The side and rear setbacks represent a deviation from the R-8 zoning which requires a 10’ side and 25’ rear setback.

Building Heights. The homes will comply with the maximum building height of 35’

Home Sizes. The developer is planning on working with NVR/Ryan Homes as the single-family home builder with the following products:

- o Birch – two story, 1680 sq.ft, 4 bedrooms, 2 bathrooms
- o Cedar - two story, 1903 sq.ft, 4 bedrooms, 2 bathrooms
- o Elm - two story, 2203 sq. ft, 4 bedrooms, 2 bathrooms
- o Spruce – one story, 1296 sq. ft, 3 bedrooms, 2 bathrooms

Target Sales Price: \$280,000-\$320,000

Parking. With 2-car garages, each single-family home should have a minimum of 4 parking spaces per unit.

Architectural Standards. The developer is proposing a 24” masonry water table on the front façade of all single-family homes. All elevations must have windows on all exterior sides of dwellings. All front windows will have shutters or trim. Corner side yard windows will be treated as a front elevation. Single-family detached dwellings should not have the same elevation with parcels adjacent to or directly across the street as the subject parcel’s elevation. The written narrative provides images of example homes.

Conditional zoning

The developer is seeking deviations from the UDO as part of the rezoning. The purpose of conditional zoning is to provide flexibility from conventional zoning and to allow creative projects to occur through a negotiated (give and take) approach to achieve the desired project that both the developer and town mutually can be satisfied with. The applicant is seeking the following deviations from the following UDO Requirements:

Item	R-8/UDO	R-8 CZ
Townhouse Streets	34’ wide b/b in 60’ R/W	29’ wide b/b in 55’ R/W.
Townhouse curb and gutter	B6-12 curbs	Valley curbs in front of units and within 10’ of end unit.
Townhouse Rear Setback	25’	15’
Detached Single-family lot width	70’	55’
Detached Single-family lot area	8,000 sq. ft.	6,308 sq. ft.
Detached Single-family side setbacks	10’	6’

Detached Single-family rear setbacks	25'	20'
Building Separation	40'	20'

Proposed improvements exceeding UDO requirements:

- Decorative street signs and light posts.
- Sidewalks on 2-sides of each street vs. one side.
- Trails to Market Street and between the Townhouse and single-family home areas.
- Increased townhouse front setback to 35'
- Off-street parking at 2.5 units per dwelling exceeds required 2 units per acre.
- Architectural Standards
- Landscaping in single family development areas.
- Privacy fence along Keener Lumber if agreed to by applicant.

Mr. Wensman explained the following changes to the plan since the Planning Board meeting.

- B6-12 curb and gutter in front of single-family lots
- Valley curb and gutter on townhome streets
- 96' bulb on all cul-de-sacs
- Removal of pump station and connect to stubs provided by Martin Woods
- 55' ROW on 29' B-B streets
- Trail connection from Martin Woods at the end of the cul-de-sac on Road E
- Update lighting detail to provide decorative street poles
- Tree Survey to be provided with CDs
- vegetated buffers to utilize existing landscape where possible
- Add entrance island
- Left and right-turn lanes into the site (off NC-210).

Planning Staff and the Planning Board recommend CZ-21-10 with 8-conditions with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and the request is reasonable and in the public interest:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the with the following deviations:

<u>Item</u>	<u>R-8 CZ</u>
Streets	29' wide b/b in 55' R/W
Townhouse curb and gutter	Valley curbs in front of townhomes and within 10' of end unit.
Townhouse Rear Setback	15'
Detached Single-family lot width	55'
Detached Single-family lot area	6,308 sq. ft.
Detached Single-family side setbacks	6'

Detached Single-family rear setbacks	20'
Building Separation	20'

1. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
2. That a revised landscape plan be provided that clearly articulates the types and locations of proposed landscaping including a landscaped berm with a privacy fence along NC Highway 210.
3. That the trail corridor to Market Street be dedicated as public right-of-way.
4. That the trash and recycling roll-off containers in the townhouse units be stored within a garage or within the rear yards.
5. That the architectural standards be incorporated into the HOA declarations.
6. That Road C between Road D and the boundary with Marin Woods be constructed as a 34' wide b/b Street in a 60' public right-of-way.
7. That the pedestrian trails between cul-de-sacs and to Marin Woods development be designed with a grade acceptable to the Town Engineer.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the December 7, 2021 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour questioned if the developer was going to install a fence along the Keener Lumber property line. Mr. Wensman responded the developer was going to install a type C buffer, but the Council could specify that a privacy fence be installed as a condition of approval. Mr. Wensman stated the applicant has agreed to install the privacy fence.

Councilman Barbour further questioned if the single-family homes could be included in condition 5. Mr. Wensman stated it could be added to the HOA agreement.

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

Beth Blackmon with the Timmons Group expressed her appreciation to Town Staff for their assistance. She stated she, along with other members of the group, were available for any questions.

Brian Massengill of 1903 North Harrison Avenue Cary, North Carolina expressed his appreciation for allowing the developers to bring Harvest Run to the Town of Smithfield.

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

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve zoning map amendment CZ-21-10 with 9 conditions, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

Conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the with the following deviations:

<u>Item</u>	<u>R-8 CZ</u>
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Streets	29' wide b/b in 55' R/W
Townhouse curb and gutter	Valley curbs in front of townhomes and within 10' of end unit.
Townhouse Rear Setback	15'
Detached Single-family lot width	55'
Detached Single-family lot area	6,308 sq. ft.
Detached Single-family side setbacks	6'
Detached Single-family rear setbacks	20'
Building Separation	20'

2. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
3. That a revised landscape plan be provided that clearly articulates the types and locations of proposed landscaping including a landscaped berm with a privacy fence along NC Highway 210.
4. That the trail corridor to Market Street be dedicated as public right-of-way.
5. That the trash and recycling roll-off containers in the townhouse units and single-family units be stored within a garage or within the rear yards.
6. That the architectural standards be incorporated into the HOA declarations.
7. That Road C between Road D and the boundary with Marin Woods be constructed as a 34' wide b/b Street in a 60' public right-of-way.
8. That the pedestrian trails between cul-de-sacs and to Marin Woods development be designed with a grade acceptable to the Town Engineer.
9. Type C buffer around the Keener Lumber Property include a privacy fence.

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

3. Preliminary Plat Approval – Harvest Run (S-21-07): The applicant was preliminary subdivision approval of a 165-lot residential subdivision on property located within an R-8 CZ (Residential-Conditional Zoning) district. The properties considered for approval are located on the north side of NC Hwy 210 approximately 200 feet west of its intersection with Skyland Drive and further identified as Johnston County Tax ID# 15077017 and 15077009

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

Planning Director Stephen Wensman testified the property was just rezoned to R-8 CZ with a master plan consisting of 165 lots; 96 detached single family residential lots and 69 attached single-family townhome lots. Since the rezoning was approved, the preliminary plat needs to be substantially consistent with the approved master plan. Staff finds the preliminary plat consistent with the approved master plan.

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

STAFF’S OPINION ON THE FINDINGS OF FACT

1. The plat is consistent with the adopted plans and policies of the town; **The plat is consistent with the adopted plans and policies of the town.**
2. The plat complies with all applicable requirements of this ordinance; **The plan complies with all applicable requirements of this ordinance and the R-8 Conditional Zoning District.**
3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. **There is adequate infrastructure**
4. The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses. **The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses.**

Planning Staff recommends the Town Council approve the preliminary plat of Marin Woods, S-21-03, with the following conditions based on finding of fact for preliminary subdivisions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the with the following deviations:

Item	R-8 CZ
Streets	29’ wide b/b in 55’ R/W
Townhouse curb and gutter	Valley curbs in front of townhomes and within 10’ of end unit.
Townhouse Rear Setback	15’
Detached Single-family lot width	55’
Detached Single-family lot area	6,308 sq. ft.
Detached Single-family side setbacks	6’
Detached Single-family rear setbacks	20’
Building Separation	20’

2. That the parking lot entrances be constructed in accordance with the town’s standard driveway detail.
3. That a revised landscape plan be provided that clearly articulates the types and locations of proposed landscaping including a landscaped berm with a privacy fence along NC Highway 210.
4. That the trail corridor to Market Street be dedicated as public right-of-way.
5. That the trash and recycling roll-off containers in the townhouse units be stored within a garage or within the rear yards.
6. That the architectural standards be incorporated into the HOA declarations.
7. That Road C between Road D and the boundary with Marin Woods be constructed as a 34’ wide b/b Street in a 60’ public right-of-way.

8. That the pedestrian trails between cul-de-sacs and to Marin Woods development be designed with a grade acceptable to the Town Engineer.
9. That Park dedication fee-in-lieu be paid prior to final plat in accordance with UDO Section 10.114.8.
10. That public utility service fees be paid in full prior to final plat.
11. That the HOA declarations and covenants be submitted for Town Attorney review prior to final plat.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the December 7, 2021 agenda packet.

Mr. Wensman testified the additional conditions from the conditional rezoning could be added to the preliminary plat approval.

Mayor Moore asked the applicant if they agreed with the testimony provided by Mr. Wensman and if they had additional testimony to offer. Beth Blackmon of the Timmons group testified that she was in agreement with the testimony offered by Mr. Wensman. She further testified that the four findings of fact were met. They have followed the UDO, the Comp Plan and Town policies. The property was rezoned so it complies with all applicable requirements of the ordinance. There was adequate infrastructure and it would not be detrimental to any of the adjacent properties.

Mayor Moore asked if there were any questions or comments from the Council.

Councilman Stevens asked if there were any plans for NC Highway 210. Jeff Hochanadel, the traffic engineer for the project, testified they were looking at a left turn lane off NC 210 into the site with 100 feet of full width storage, and a right turn lane off of NC 210 into the site with 75 feet of storage.

Mayor Moore asked if there was in attendance that was duly sworn in who wished to testify on the matter. There was no one in attendance who wished to testify on the matter.

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

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve zoning map amendment, S-21-03, with 12 conditions of approval, based on the 4 findings of fact for preliminary subdivision. Unanimously approved.

Approved Conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the following deviations:

Item	R-8 CZ
Streets	29' wide b/b in 55' R/W
Townhouse curb and gutter	Valley curbs in front of townhomes and within 10' of end unit.
Townhouse Rear Setback	15'
Detached Single-family lot width	55'
Detached Single-family lot area	6,308 sq. ft.
Detached Single-family side setbacks	6'
Detached Single-family rear setbacks	20'
Building Separation	20'

2. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
3. That a revised landscape plan be provided that clearly articulates the types and locations of proposed landscaping including a landscaped berm with a privacy fence along NC Highway 210.
4. That the trail corridor to Market Street be dedicated as public right-of-way.
5. That the trash and recycling roll-off containers in the townhouse units and single-family residential units be stored within a garage or within the rear yards.
6. That the architectural standards be incorporated into the HOA declarations.
7. That Road C between Road D and the boundary with Marin Woods be constructed as a 34' wide b/b Street in a 60' public right-of-way.
8. That the pedestrian trails between cul-de-sacs and to Marin Woods development be designed with a grade acceptable to the Town Engineer.
9. That Park dedication fee-in-lieu be paid prior to final plat in accordance with UDO Section 10.114.8.
10. That public utility service fees be paid in full prior to final plat.
11. That the HOA declarations and covenants be submitted for Town Attorney review prior to final plat.
12. Type C buffer around the Kenner Lumber Property include a privacy fence

4. **Conditional Zoning Request – Franklin Townes (CZ-21-11):** The applicant was requesting conditional rezoning of one parcel of land totaling 15.9 acres from the R-20A (Residential-Agricultural) and R-8 (Residential) zoning district to the R-8 CZ (Conditional Zoning) district for the construction of a 134-lot residential development. The property considered for approval is located on the southeast side of the intersection of Wilson's Mills Road and M. Durwood Stephenson Parkway and further identified as Johnston County Tax ID# 15083049E

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

Planning Director Stephen Wensman explained R&R Development of NC, LLC was requesting a conditional rezoning of 15.9-acres of land from R-20A and R-8 to R-8 CZ with a master plan for a planned development consisting of 134 attached single-family townhome lots.

Mr. Wensman further explained the property considered for approval was agricultural with some woody vegetation along the perimeter. There are neighbor encroachments onto the development parcel, fences and a building that should be addressed with the development of the site. The applicant has indicated that all the encroachments will be removed except for a portion of the church driveway which encroaches only a few feet. There is no wetlands or other environmental features on the site.

MASTER PLAN/ANALYSIS:

Comprehensive Land Use Plan and Density. The Town's Comprehensive Growth Management Plan guides the site for medium density residential which has a maximum density of 9.61 dwelling units per acre. The proposed development is 8.43 dwelling units per acre. There are some encroachments onto the property from adjacent property owners. There is a garage and a fence that encroaches on the property. Also, the church has a driveway coming off Wilson's Mills Road that overlaps the property by a few feet.

Site Access. The primary access to the development will be off Wilson's Mills Road about 440 feet south of the centerline of M. Durwood Stephenson Parkway as required by NCDOT. A secondary access will be off of Sunrise Avenue which is a requirement of Fire Code.

Streets. The Streets within the development are proposed to be 27' wide b/b in a 50' public right-of-way. The Town's standard street is a 34' wide b/b street in a 60' public right of way. The 27' wide

streets were chosen to discourage on-street parking. The applicant has indicated the HOA will restrict on-street parking. The street widths represent a deviation from the Town's standard street detail.

Highway Improvements. The developer is providing a 10' public right-of-way dedication for the widening of Wilson's Mills Road and restriping near the entrance drive the road area to accommodate the new road as required by NCDOT.

Curb and gutter. Valley curbs are proposed throughout the Franklin development; whereas the Town's standard is a B6-12 curb and gutter. In several recent development approvals, the Town Council has allowed valley curbs in front of townhouses and within 10' of the end unit. If this standard were implemented with the Franklin development B6-12 curb and gutter would be used for the first 60 feet of the entrance drive off Wilson's Mills Road, along the entrance drive off Sunrise, around the park area, the cul-de-sac and around/in the off-street parking areas. The use of valley curb represents a deviation from the Town's standard curb and gutter.

Site Amenities. A private neighborhood open space/park with a pergola and fire pit, playground, 18 space parking lot, mailbox kiosk of about $\frac{3}{4}$ acres in size. Also, a dog park and walking trail loop is proposed around the stormwater pond facility. The developer plans to include decorative street lamps throughout the development.

Sidewalks. A five-foot-wide concrete sidewalk is proposed along Wilson's Mills Road frontage and on one side of the public streets as required by the UDO.

Landscaping and Buffering.

The developer is proposing a 10' wide Type A landscaped buffer with a 6' opaque perimeter fence adjacent to existing residential properties. No fence detail has been provided.

The continuous 10' wide Type A buffer with an opaque perimeter fence will continue behind Building F to deter Franklin residents from using the open space between Parcel ID 15083045 and Parcel ID 15083044A. There will be a gate access with a lock for maintenance access only.

The buffer behind buildings A-C will have double the required plantings where the Townhouses are closer to the property boundary (the rear yards range in depth from 15' – 20' and the landscape buffer is 10 wide). Additional plantings have been added behind buildings H-I.

The Planning Board recommended a landscaped berm along Wilson's Mills Road and the developer has agreed. Staff recommends a fence or opaque landscaping with the berm to screen back yards along the highway.

Section 8.13.1 Multi-Family Dwellings requires a 40' spatial buffer (townhouses are considered multi-family in the UDO, although a single-family product). Recently approved developments have provided varying buffers from adjacent property (Floyd's Landing – 100', Whitley Townes – 25', Marin Woods – 15'). This may be considered a deviation from the UDO requirements.

Townhouse unit landscaping:

- Center units will have 6 shrubs

- Center end units will have 9 shrubs and a small upright evergreen tree

- Road end units will have a mix of 13 plants consisting of shrubs, evergreen trees.

Tree Preservation. The developer has indicated that some existing perimeter trees will be preserved with the construction. A tree survey was provided, but it is unclear which trees will be preserved after development. The UDO provides for some credit for trees preserved.

Utilities. The development will be served by Town water and sewer. There exists Town gravity sanitary sewer and water mains in both Wilson's Mills Road and Sunrise Avenue. There is currently enough sewer capacity to serve this project, although the Town has about reached its capacity limits with all the developments currently proposed. The west side of Smithfield is within the Duke Energy service area.

Stormwater Management. The site is within the WS-IV-CA (Watershed Critical Area Overlay District) and is required to manage stormwater to a higher standard than elsewhere in the Town. The developer has shown a stormwater management facility in the northeast corner of the site.

Trash and Recycling. Individual townhouse lots are configured such that some lots have no access to their back yards except through the dwelling. This limits the ability to store trash and recycling in the rear yards. Storage of trash and recycling roll offs within a garage or rear yards should be made a condition of approval.

Subdivision Signs. A monument sign is proposed adjacent the main entry on Wilson's Mills Road in the common open space.

Homeowner's Association. An HOA will own and maintain the recreation and open space areas, stormwater facilities, trails and landscaping on townhouse front and side yards and HOA property.

Townhouses. The applicant is proposing 134 townhouse lots in a mix of 3-, 4-, 5- and 6-unit buildings.

Minimum Lot Dimensions and Size. The minimum lot size is 1,800 sq. ft. the minimum lot width is 20' and lot depth is 90'. The smallest lots are associated with buildings A-C. The remainder of the lots are larger with a typical depth of 100'. End lots have a width of 25'

Setbacks.

- Front – 30'. Setback from Wilsons Mills Road – 50'. This matches the R-8 setback requirement.
- Rear - 15'. Most of the lots meet the R-8 rear setback requirement of 25' except for the lots in buildings A-C and Y. Building Y has ample open space behind the rear yards, but buildings A-C have 15' rear yards up against the proposed 10' buffer. The townhouse walls alternate between 25' and 30' from the development boundary. The reduced rear setbacks on lots A-C and Y represent deviations from the UDO.
- Corner side – 15'.

Building Separation. Section 8.13.1.2 requires multi-family buildings to have a separation of 40'. The developer is showing a minimum separation of 20' similar to other recent approved townhouse projects. This represents a deviation from the UDO requirements.

Building Heights. The developer is proposing 3 story townhomes with a building height of 39'-6 ¼" which exceeds the maximum building height of the 35'. This represents a deviation from the UDO requirements.

Townhouse Unit Sizes/Estimated Sales Price. The developer has shown two townhome types:

- The Rose - 2,106 sq. ft. - \$275,000
- The Akamatsu. 1,792 sq. ft. - \$250,000

Parking.

- Each unit can park up to 3 cars per unit; one in the garage and two stacked in a driveway. With a 30' setback, there may be some encroachment into the public sidewalk with larger vehicles. The Planning Board recommended a reduced utility strip (from 5' to 3') to alleviate parking encroachments in the public right-of-way.
- The development provides 45 overflow/guest parking spaces between 3 parking lots. There are 18 spaces in the central park area, 18 spaces in the cul-de-sac lot and 9 in the dog park lot.
- Total parking = 3.33 parking spaces per unit. UDO requires 2 per unit. The parking exceeds the UDO standard.

- There is adequate overflow parking although it is not convenient for all units.

Architectural Standards. The developer has not provided proposed architectural standards in writing; however, the two identified townhome models come in a type A or B.

- The townhome facades show a mix of shakes, lap and board and batten siding. Covered entryways and some second story balconies. Windows show a mix of mullion types, some with shutters. Single-car garages have decorative doors with divided windows.
- The rear elevations of the townhomes have a small second story deck over the rear sliding doors and patio area.
- No details have been shown for end units.

The developer is seeking deviations from the UDO as part of the rezoning. The purpose of conditional zoning is to provide flexibility from conventional zoning and to allow creative projects to occur through a negotiated (give and take) approach to achieve the desired project that both the developer and town mutually can be satisfied with. The applicant is seeking the following deviations from the following UDO Requirements:

Item	R-8/UDO	R-8 CZ
Streets & right-of-way	34' wide b/b in 60' R/W with 5' utility strip	27' wide b/b in 50' R/W with 3' utility strip
Curb and gutter	B6-12 curbs	Valley curbs
Rear setback	25'	15'
Perimeter buffer	40'	10'
Building separation	40'	20'
Building height	35'	39'-6 1/4"

Proposed Improvements Exceeding UDO requirements:

- Parking at 3.3 spaces per dwelling
- 6' opaque perimeter fence
- Enhanced landscaping behind units A-C and H-I
- Open space/recreational amenities exceed UDO standards.
- Architectural Standards
- Landscaped berm (and fence or opaque landscaping) along Wilson's Mills Road.
- Decorative streetlamps.

Mr. Wensman explained an adjacent property owner attended the Planning Board meeting to voice concerns about the townhomes being too close to the property line. The developer has proposed a very robust landscape plan that would screen the development from the adjacent properties.

Planning Staff recommends approval of CZ-21-11 with the following conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the with the following deviations:

Item	R-8 CZ

Streets & right-of-way	27' wide back-to-back in 50' R/W with 3' utility strip
Curb and gutter	Valley curbs in front of units and within 10' of an end unit.
Rear setback	15'
Perimeter buffer	10'
Building separation	20'
Building height	39'-6 ¼"

2. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
3. That a tree preservation plan be provided that identifies the trees to be removed and preserved.
4. That the trash and recycling roll-off containers in the townhouse units be stored within a garage or within the rear yards.
5. That B6-12 curb and gutter be installed except in front of Townhouse units and within 10 feet of an end unit where a valley curb will be allowed.
6. That the landscape plan be amended to include a plant schedule indicating the type, number and size of proposed trees, mulch type and planting bed edges, and any required replacement trees.
7. That a landscaped berm with a privacy fence or opaque planting be installed along the Wilson's Mills Road frontage.
8. That structures encroaching on the development property be removed except for the church driveway.
9. That architectural standards be included in the HOA declarations.
10. That an HOA be responsible for the ownership and maintenance of all common amenities including landscaping, including front and side yard landscaping, the stormwater SCM, parking lots, recreational amenities, and open space.
11. That a prohibition of street parking be incorporated into the HOA declarations.
12. That the 5' sidewalk within the development be installed 3' off the back of the curb with the remaining 2' feet of grass strip to be adjacent to the public right-of-way line.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the December 7, 2021, agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour questioned the type of buffer. Mr. Wensman responded the developer was proposing a 10' wide Type A landscaped buffer with a 6' opaque perimeter fence adjacent to existing residential properties. The buffer behind buildings A-C will have double the required plantings where the Townhouses are closer to the property boundary (the rear yards range in depth from 15' – 20' and the landscape buffer is 10 wide). Additional plantings have been added behind buildings H-I. The Planning Board recommended a landscaped berm along Wilson's Mills Road and the developer has agreed. Staff recommends a fence or opaque landscaping with the berm to screen back yards along the highway.

Town Attorney Bob Spence expressed some concerns about the structures that were encroaching on the property and the proposed removal of the garage and fence. Mr. Wensman responded the alternative would be to process a lot line adjustment and give that land to the person that is encroaching on this property. The reason for condition 8 is so that it does not become an issue in the future.

Mayor Moore asked the Town Attorney about his suggestion to remove condition 8. Mayor Moore suggested that instead of requiring the developer to remove the structures, the Council could choose to require the developer and the property owner to come to some type of encroachment agreement. Mr. Spence responded to add to condition 8: *That structures encroaching on the development property be removed except for the church driveway unless the developer and the property owner of the encroaching structures enter into a satisfactory encroachment agreement.*

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

Alice Bryan of 101 Poplar Drive asked if a traffic light could be installed at the intersection of Wilson's Mills Road and Sunrise Street. Mr. Wensman responded that since that was an NCDOT road, the Town had no control of that road.

Rob Bailey with R & R Development explained that he was the developer on this project. Mr. Bailey explained one of the things that we have done to consider your concern is on Wilson's Mills Road, our secondary access, we chose to use the one that's the furthest towards Wilson's Mills Road, instead of having the one that was further back, we felt that that would have fewer people coming out of the community would use that to go turn back and go across to Sunrise. There would be fewer of our residents cutting in and impacting quality of life for the residents of Sunrise. Since traffic on Wilson's Mills Road was a major concern, the developer has worked with NCDOT and there will be turn lanes into the development. Mr. Bailey explained they were proposing to install a serpentine berm instead of having one that was just straight with a fence on top. Evergreens will be installed in a staggered pattern on either side of the berm.

Councilman Barbour expressed his concerns backyards being exposed to the roadways.

Mr. Bailey explained he spoke with the adjacent property owner, Mr. & Mrs. Britt because their property does not have any existing vegetation. He heard and understood their concerns about residents of the townhomes being able to see into Mr. & Mrs. Britt's backyard. Mr. Bailey explained that to mitigate their concerns and impact, taller evergreens would be installed to screen their property from the development. Mr. & Mrs. Britt were happy with those accommodations.

Tony Tate landscape architect and land planner with TMTLA Associates in Durham provided a PowerPoint presentation to the Council outlining the design of the development. He provided the following:

- Franklin is a 15.9 acre for sale townhome neighborhood providing an alternate housing option positioned in transition from Durwood Stephenson Parkway and the existing residential neighborhood and the Smithfield First Pentecostal Church.
- Franklin provides the homeowners 5.41 acres of active open space consisting of walking trails around both the stormwater pond and the central gathering space, a playground, children's activity field, pergola with patio and fire pit, and a dog park with dog washing station. The wide range of activities is intended on providing activities for children and adults.
- Franklin maintains existing vegetation along the property perimeter, especially the large mature oaks along Stephenson Parkway
- Provides enhanced streetscapes with canopy and ornamental trees.
- Provides enhanced landscaping along the boundary line between the residents on Sunrise Avenue and Hillcrest Drive.
- Provides a 6 foot tall privacy fence screening along the boundary with adjacent single family homes on Sunrise Avenue and Hillcrest Drive.
- Guest parking is off the street and dispersed throughout the neighborhood. Each home will have 3 parking spaces.

Mr. Tate further explained they were proposing a five-foot-tall earthen berm with trees on top, but there would also be mid-range plants too in a staggered off-set pattern. The evergreens on the top would be 6' to 8' tall at the time of planting. This would provide a nice look from Wilson's Mills Road.

Councilman Barbour questioned if there would be any landscaping along Durwood Stephenson Parkway. Mr. Tate explained there were large oak trees on the corner and all those trees would be preserved. Other vegetation would be installed between the oak trees and the stormwater pond.

Mayor Moore questioned the type of fencing that would be installed on the side of the development adjacent to Hillcrest Drive. Mr. Tate responded it would be a six-foot tall wood or PVC privacy fence.

Mayor Moore asked for an example of the types of plantings that would be installed adjacent to the properties of Hillcrest Drive and Sunrise Avenue. Mr. Tate responded that they would install 5' to 6' tall Nelly Stevens Hollies and to add an additional layer, 8' tall Green Giant Arborvitae could be planted since they grow much taller than the Nelly Stevens.

Mayor Moore asked that the size of the plants be stipulated in the conditions.

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

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve zoning map amendment CZ-21-11, with 13 conditions, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

Conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the following deviations:

Item	R-8 CZ
Streets & right-of-way	27' wide back-to-back in 50' R/W with 3' utility strip
Curb and gutter	Valley curbs in front of units and within 10' of an end unit.
Rear setback	15'
Perimeter buffer	10'
Building separation	20'
Building height	39'-6 ¼"

2. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
3. That a tree preservation plan be provided that identifies the trees to be removed and preserved.
4. That the trash and recycling roll-off containers in the townhouse units be stored within a garage or within the rear yards.

5. That B6-12 curb and gutter be installed except in front of Townhouse units and within 10 feet of an end unit where a valley curb will be allowed.
6. That the landscape plan be amended to include a plant schedule indicating the type, number and size of proposed trees, mulch type and planting bed edges, and any required replacement trees.
7. That a landscaped berm with a privacy fence or opaque planting be installed along the Wilson's Mills Road frontage.
8. Those structures encroaching on the development property be removed or an encroachment agreement be put in place or a lot line adjustment be made to accommodate them. The church driveway would remain unchanged.
9. That architectural standards be included in the HOA declarations.
10. That an HOA be responsible for the ownership and maintenance of all common amenities including landscaping, including front and side yard landscaping, the stormwater SCM, parking lots, recreational amenities, and open space.
11. That a prohibition of street parking be incorporated into the HOA declarations.
12. That the 5' sidewalk within the development be installed 3' off the back of the curb with the remaining 2' feet of grass strip to be adjacent to the public right-of-way line.
13. Plantings along Hillcrest Drive be at least 6' tall at the time of installation.

5. **Zoning Text Amendment – Town of Smithfield (ZA-21-07):** The applicant was proposing an amendment to Article 3 of the Unified Development Ordinance that will revise ethical standards for greater consistency with (G.S. 14-234 (al) (4) and (G.S. 160D-109)

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

Planning Director Stephen Wensman explained the Town Council adopted amendments to the Unified Development Ordinance (UDO) to comply with NCGS 160D. These amendments included an amendment to Section 3.2 Ethics which was more restrictive than State statutes. This draft amendment more closely aligns Section 3.2 with N.C.G.S. 14-234 and N.C.G.S. 160D-109.

Mr. Wensman further explained the UDO amendment to Section 3.2 Ethics updated the ethics requirements for appointed boards to follow NCGS 160D legislation, however the adopted Town ordinance did not consider exceptions found in the statutes which as a result effectively prohibits any Town Council appointed board member from having a contract with the Town of Smithfield whether the appointed board member had any influence over the contract or not. Currently, one or more of the Town's appointed board members are in violation of the Town's ethics regulations, making them ineligible for reappointed. The proposed amendment to Section 3.2 remedies this by making the Town's ordinance better aligned with State statutes.

A revised ordinance (different from that provided in the agenda) was provided to the Council for consideration based on further recommendation from Town Attorney Bob Spence.

Planning Staff and the Planning Board recommend Staff and the Planning Board recommend the Town Council approve UDO amendment, ZA-21-07, with a statement finding it 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.

Mayor Moore asked the Town Attorney to summarize the changes from the ordinance submitted in the agenda packet and the one being considered by the Council at the meeting. Town Attorney Bob

Spence responded that after further review, he used language that directly quoted the statute. The other language was a summary in nature. Mr. Spence explained he directly quoted the principle provisions of the statutes.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the December 7, 2021, agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if there were any appointed members that would be affected by this change. Town Attorney Bob Spence responded there would be members that would not be in violation under the new provision that would have been under the old 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 Stevens made a motion, seconded by Councilman Rabil, to close the public hearing. Unanimously approved.

Councilman Stevens made a motion, seconded by Councilman Barbour, to approve zoning text amendment, ZA-21-07, 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.

**DRAFT ORDINANCE # ZA-21-07
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 3, SECTION 3.2 ETHICS**

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to permit short-term rentals in certain zoning districts with supplemental standards.

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

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

PART 1

[Revise Article 3, Section 3.2 Ethics]

SECTION 3.2 ETHICS.

3.2.1. Ethics.

3.2.1.1 Prohibitions. No appointed board member of the Town shall violate the provisions of GS 14-234 which are summarized below for convenience but the statute, as amended from time to time, should be reviewed for full context.

3.2.1.1.1 Direct Benefit. No board member of the Town who are involved in making or administering a contract on behalf of the town may derive a direct benefit from the contract except as provided in GS 14-234 or as otherwise allowed by law. A board member of the Town has a direct benefit from the contract if he or she or his or her spouse has more than a 10 percent ownership or other interest in an entity that is a party to the contract, derives any income or commission directly from the contract, or acquires property under the contract as set forth in GS 14-234 (a) (1) & (4).

3.2.1.1.2 Improper Influence. A board member of the Town who will derive a direct benefit from a contract with the town, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract.

3.2.1.1.3 Improper Consideration. No board member of the Town may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the town.

~~**3.2.1.1 Prohibitions.** As prohibited GS 14-234, the prohibitions of which are too numerous to duplicate herein, but are incorporated herein, no public officer or employee may:-~~

~~**3.2.1.1.1 Derive A Direct Benefit.** Appointed board members shall not derive a direct benefit from a contract with the town. One has a direct benefit fit from the contract if he or she or his or her spouse has more than a 10 percent ownership or other interest in an entity that is a party to the contract, derives any income or commission directly from the contract, or acquires property under the contract (G.S. 14-234 (a1) (4))~~

PART 2

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

PART 3

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

CITIZEN'S COMMENTS:

- Emma Gemmel of Hancock Street acknowledged how much she has enjoyed the new holiday lights and decoration in the Town Hall Park.

CONSENT AGENDA:

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

1. The following minutes were approved:
 - November 9, 2021 – Regular Meeting
 - November 9, 2021 – Closed Session
2. Approval was granted to promote a Police Officer II to the rank of Master Police Officer.
3. Approval was granted to allocated the Town's portion of \$22,929.20 to the Public Library of Johnston County and Smithfield for the installation of a new HVAC system.
4. The following advisory board appointments were approved:
 - Carmen Zepp was appointed to serve a first term on the Appearance Commission.
 - Mark Lane was reappointed to serve a fifth term on the Board of Adjustment and the Planning Board representing the Extraterritorial Jurisdiction.
5. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Athletic Programs Supervisor	P&R – Recreation	10-60-6200-5100-0200	\$19.80/hr. (\$41,184.00/yr.)
IT Support Specialist	General Government	10-10-4100-5100-0200	\$19.80/hr. (\$41,184.00/yr.)
	PU – Water/Sewer (1/3)	30-71-7220-5100-0200	
	PU – Electric (1/3)	31-72-7230-5100-0200	
P/T Pool Staff	P&R-Aquatics	10-60-6220-5100-0220	\$8.00/hr.
P/T Pool Staff	P&R-Aquatics	10-60-6220-5100-0220	\$10.00/hr.
P/T Aquatics Instructor	P&R-Aquatics	10-60-6220-5100-0230	\$12.00/hr.
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$15.48/hr. (\$32,198.40/yr.)
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$15.48/hr. (\$32,198.40/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
Fire Marshal	Fire	10-60-6220-5100-0200
Police Officer I – Patrol (6 positions)	Police	10-20-5100-5100-0200
Police Officer – Administration	Police	10-20-5100-5100-0200
P/T Collections Assistant	PU – Electric/CS	31-72-7230-5100-0200
P/T Firefighter I/Responders (Up to 5 positions)	Fire	10-20-5300-5100-0200
Payroll/Accounting Technician II	Finance	10-10-4200-5100-0200
	PU – Water/Sewer (1/3)	30-71-7220-5100-0200
	PU – Electric (1/3)	31-72-7230-5100-0200
Pump Station Mechanic	PU – Water Sewer	30-71-7220-5100-0200
Sanitation Equipment Operator	PW - Sanitation	10-40-5800-5100-0200
Sanitation Worker	PW - Sanitation	10-40-5800-5100-0200
Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200

Business Items:

1. Annexation Request – Twin Creeks Phase 1A (ANX 21-02):

Planning Director Stephen Wensman explained this was the second step in the annexation process. The first step was ordering the Clerk to investigate the sufficiency of the petition which she has completed. The request before the Council was to adopt Resolution No. 690 (18-2021) setting the date for the Public Hearing to be held at the January 4, 2022, regular Town Council meeting.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt Resolution No. 690 (18-2021) setting the date of the public hearing on January 4, 2022, to consider the request of non-contiguous annexation. Unanimously approved.

**TOWN OF SMITHFIELD
RESOLUTION No. 690 (18-2021)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.2**

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council has by Resolution No. 689 (17-2021) directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

THAT:

Section 1: A public hearing on the question of annexation of the non-contiguous area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on January 4, 2022.

Section 2: The area proposed for annexation is described as follows:

Lying and being situated in Johnston County, North Carolina and being more particularly described as follows:

Being that certain Parcel in Smithfield Township, Johnston County, North Carolina and lying to the south of Black Creek Road / S.R. 1162, to the west of property owned by Derek E. Thompson (Deed Book 4881, Page 505), and being more particularly described as follows:

BEGINNING at an existing P. K. Nail (control corner) in the center of Black Creek Road / S.R. 1162 (a 60' Public Right of Way), thence leaving the above mentioned road in a southerly direction South 11 ° 29' 47" East 214.95 to a large poplar; thence South 40° 28' 08" West 167.89 feet to a point; thence North 66° 43' 24" West 242.34 feet to a point; thence North 25° 19' 35" West 86.25 feet to an existing railroad spike in the center of Black Creek Road/ S.R. 1 162 (a 60' Public Right of Way); thence along the center of the above mentioned road the following two (2) calls, North 63 ° 51' 59" East 265.01 feet to an existing P. K. Nail; thence North 61 ° 21' 38" East 99.95 feet to the POINT OF BEGINNING and containing 1.61 total acres more or less.

See Map Book 66, Page 114, Johnston County Registry from which this legal description was taken.

Section 3: Notice of the public hearing shall be published once in the Johnstonian News, a newspaper having general circulation in the Town of Smithfield, at least ten (10) days prior to the date of the public hearing.

2. Consideration and request for approval to adopt a Cash Management Policy and an Investment Policy. The request also includes adoption of Resolution No. 691 (19-2021)

Finance Director Greg Siler addressed the Council on a request to adopt a cash management policy and an investment policy. He explained the policies are a written account of what the Town is already practicing. The policies will be a guide for future Finance Directors, but they also satisfy requirements of the Federal Government. In July, the Town received funding from the American Rescue Plan Act and with receipt of those funds, there were a lot of stipulations. Mr. Siler stated he wanted to be prepared in the event the Town was audited. He further stated that other Town policies would need to be updated or created to align with the federal government's requirements for accepting federal funding.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt the Cash Management and Investment policies. Unanimously approved.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt Resolution No.691 (19-2021) Unanimously approved.

**TOWN OF SMITHFIELD
RESOLUTION NO. 691 (19-2021)
GOVERNING MANAGEMENT OF INVESTMENTS**

BE IT RESOLVED by the Smithfield Town Council in regular meeting assembled that:

I

Pursuant to law, G.S. 159-30, the finance director is hereby designated to manage deposits and investments on behalf of the Town of Smithfield, subject to the control and direction of the town manager or, in his/her absence, the designee and the restrictions herein imposed or as may be hereafter imposed by official action of the Council.

II

The finance director shall have the right and power to purchase, sell and exchange securities approved as eligible securities for investment on behalf of this unit's governing board subject to the approval of the town manager or, in his/her absence, the designee. The securities approved for investment, shall be deemed exclusive to all other securities notwithstanding that other securities may by statute be eligible for investment. Funds of this unit may be deposited at interest or invested in the following securities/investment vehicles:

- (a) Obligations of the United States or obligations fully guaranteed as to principal and interest by the United States;
- (b) Obligations of the State of North Carolina;
- (c) Bonds and notes of any North Carolina local government or public authority, subject to such restrictions as the secretary of the N.C. Local Government Commission may impose;
- (d) Deposits at interest or saving certificates of deposit with any bank, savings and loan association or trust company in North Carolina, provided such deposits or certificates of deposit are fully collateralized;
- (e) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest (A1, P1, F1) by any nationally recognized rating service that rates the particular obligation;
- (f) Banker's acceptances provided the accepting bank or its holding company is (1) incorporated in the State of North Carolina or (2) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest (Aaa or AAA) by any nationally recognized rating service that rates the particular obligations; and
- (g) Participating shares in a mutual fund for local government investment (such as the N.C. Capital Management Trust) that is certified by the N.C. Local Government Commission.

III

The finance director shall require that all trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds.

IV

The finance director shall whenever practicable seek competitive bids in all securities transactions to the end that the purchases and sales are made at the best available price at the time of the transaction.

V

The finance director shall provide semi-annually a summary report to the town manager of the current investment portfolio and transactions made during the last six months. The report shall include a listing of individual securities held at the end of the reporting period, maturity dates, and the percentage of the total portfolio which each type of investment

represents. The summary will disclose whether investment activities during the reporting period have conformed to the investment policy.

3. Consideration and request for approval to adopt the 2022 Town Council Regular Meeting Schedule

Town Manager Michael Scott addressed the Council on request to adopt the 2022 Town Council regular meeting schedule.

Mayor Moore stated the staff was requesting Council to specifically review the July meeting date and determine if that should be changed from July 5th to July 12th because of the Fourth of July holiday. Mayor Moore informed the Council that Mayor Pro-Tem Dunn would like for the July date to be moved to July 12th.

Mayor Moore reminded the Council there had been some discussion about having some planning type meetings. He stated the Council could determine those dates now or in the future.

Councilman Scott questioned if the regular meetings could be held earlier than 7:00 pm possibly 6:00 pm or 6:30 pm. Councilman Scott stated having work session meetings could reduce the length of the regular meetings.

Councilman Scott made a motion, seconded by Council Stevens, to adopt the 2022 regular Town Council meeting scheduled. Unanimously approved.

Approved meeting dates are as follows:

2022 Town Council Meeting Schedule

January 4th
February 1st
March 1st
April 5th
May 3rd
June 7th
July 12th
August 2nd
September 6th
October 4th
November 1st
December 6th

4. Consideration and request for approval for drainage repairs at 5 Sherwood Court

Public Works Director Lawrence Davis addressed the Council on a request for drainage repairs at 5 Sherwood Court. Mr. Davis explained that Crawler Pipe Services be contracted to repair the drainage pipe at 5 Sherwood Court.

Mayor Moore questioned why the pipe needed repair. Mr. Davis responded there were seven points of erosion in that area. The pipe is 139' and what staff is attempting to do is avoid the removal of the driveway and the fencing by piping the storm drain instead of excavating and replacing the pipe.

Councilman Barbour questioned if the Town was obligated to repair the pipe. Mr. Davis responded it was the responsibility of the Town to fix the pipe.

Councilman Stevens made a motion, seconded by Councilman Rabil, to award the bid to Crawler Pipe Services for drainage repairs at 5 Sherwood Court and move forward with the repairs. Unanimously approved.

Councilmembers Comments:

- Councilman Barbour reminded everyone that on January 20th there will be a Pedestrian Plan Public Meeting. He explained there was a need to connect certain parts of the Town to other parts of the Town. This was an opportunity for citizens to have input on this plan.
- Councilman Stevens expressed his appreciation to Town staff for their hard work. He stated the financial position of the Town had greatly improved over the past 10 years due in part to the work of staff.
- Mayor Moore expressed his appreciation to Town Staff and to Sarah Edwards for a successful tree lighting event. He reminded everyone of the upcoming Christmas parade.

Town Manager's Report:

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

- **Squad Concept Update:**
Fire Chief Mike Brown provided an update on the squad concept to the Council. The squad concept was put in place in July and while it was effective a good portion of the time, he felt improvements could be made. He requested Council allow him more time to assess the program because it was too early to provide accurate performance standards. Chief Brown stated it was his understanding that the squad concept was put in place to reduce the mileage and wear and tear on the large Fire apparatus. He informed the Council that from July 1st until October 31st, the department responded to 569 medical calls. Of those calls, the squad responded to 196. He explained there were times when medical calls were overlapping, meaning there were at least two calls at the same time. The squad only runs from 6 am until 6 pm, but medical calls do happen when the squad is not on shift. 72.7% of the medical calls are run out of Station 1 and 27.3% run out of Station 2. Station 2 does not have a squad based at that location.

Councilman Barbour questioned how many calls Johnston County EMS stationed in Smithfield responds to in comparison to the number of medical calls Smithfield Fire Department responds to. Chief Brown responded that he did not have access to that information, but he would contact the Johnston County EMS Director to try and obtain that information.

Mayor Moore questioned if since implementation of the squad concept, the goal was to reduce the number of calls the large apparatus responded to, but at this time, there has not been enough evidence to confirm the reduction in large apparatus responding to medical calls. Chief Brown responded he did not have enough data to confirm it.

Councilman Scott stated the county recently completed a fire study which might bring some changes. The results of that study may have a huge impact on how this program is set up.

- **Christmas Parade:** The annual Parade is on this Thursday, December 9th at 7:00 pm on Market Street.
- **Santa's Sleigh:** Santa will be visiting the neighborhoods throughout Smithfield with the assistance of the fire department on December 11th from 1:00 to 5:00.
- **Water Line:** The Durwood Stephenson water line extension continues construction. The drilling is complete to Wilson's Mills Road. The dry weather has helped to accelerate the project.
- **Leaf Pick-up:** The Sanitation Department is managing a large influx of leaves due to the fall season. Unfortunately, one leaf truck is not operating properly and is being repaired. It is likely leaves may be picked up one day late until the department catches up. We ask our citizens to be patient. This will not impact regular sanitation or construction debris/large yard waste pick-up schedules.

- State Grants: The Town has received information from the State on how to access and appropriate the \$3 million in grant funds for water and sewer infrastructure. Staff is already preparing for these construction projects. We await state contact regarding the remaining grants. A zoom meeting is scheduled with CSX later this week to discuss the storm drainage upgrade in the 1500-1600 block of South 301.

Adjourn

Being no further business, Councilman Scott made a motion, seconded by Councilman Stevens to adjourn the meeting. Unanimously approved. The meeting adjourned at approximately 9:31pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent Career
Agenda Ladder
Item: Promotion
Date: 01/04/2022

Subject: Career Ladder Promotion
Department: Public Utilities – Electric Division
Presented by: Public Utilities Director -Ted Credle
Presentation: Consent Agenda

Issue Statement

Approval of a career ladder promotion for an employee in the Electric Division. This promotion will advance this employee from a Journeyman Lineman to Electric Line Crew Leader.

Financial Impact

The funds for this career ladder advancement are covered by the approved and adopted FY 2021 - FY 2022 budget. The increase will total \$2,880 for the remainder of this fiscal year and this cost will be the same as was budgeted for the retiring employee.

Action Needed

Approve the career ladder promotion for the employee in the Electric Division

Recommendation

Staff recommends approval of the promotion

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Approved Career Ladder



Staff Report

Consent Career
Agenda Ladder
Item: Promotion

In keeping with stated Town goals of retaining highly qualified employees, in 2015 the Council approved a career ladder within the Electric Division for employees to advance their career and become a more highly valued employee.

The employee completed the required training in July of 2015. In accordance with the adopted career ladder, the employee has obtained the necessary experience to achieve this designation. Further, with the retirement of a separate Crew Leader, the need to provide departmental leadership will be filled by this promotion.

This employee has followed the career ladder previously approved by the Council and obtained his certification on September 24, 2019. This career ladder increase will promote the employee from Journeyman Lineman to Electric Line Crew Leader.



**UTILITIES DEPARTMENT CAREER LADDER: ELECTRIC DIVISION
(Formally Adopted October 6, 2015)**

TITLE	PAY GRADE	EXPERIENCE/QUALIFICATION
ELECTRIC DIVISION (2015)		
Electric Line Technician	Pay Grade 15	Beginner
Advanced Lineman	Pay Grade 16	Levels I & II
Journeyman Lineman	Pay Grade 17	Levels III & IV
Electric Line Crew Leader	Pay Grade 18	All levels & 10 years
Electric Distribution Superintendent	Pay Grade 23	10 Years

EXPLANATION OF ELIGIBILITY FOR CAREER LADDER POSITIONS:

Electric Line Technician is the title given to a worker who is coming on board with little experience. This is granted to someone looking to begin their career in the Electric Division. This individual will have no certification and 0-12 months experience. This title has been given the pay grade of 15.

Advanced Lineman is the title given to a worker who is employed with some work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed Levels I and II. There is no defined experience required for this title, only the successful completion of the courses and certifications; however, these courses are given over a broad period of time and it is common to complete the first two levels of training in a 36-month time frame. This title has been given the pay grade of 16.

Journeyman Lineman is the title given to a worker who has a good deal of work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed Levels III and IV. There is no defined experience required for this title, only the successful completion of the courses and certifications; however, these courses are given over an extended period of time and it is common to get the final two levels completed in a time frame of about 36 months after completion of the first two levels. This title has been given the pay grade of 17.

Electric Line Crew Leader is the title given to a worker who has a superior knowledge in the field and a wealth of work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed all levels. This employee should also have at least 10 years of experience working in the electric lineman career field. This title has been given the pay grade of 18.

Electric Distribution Superintendent is the title given to the employee that has managerial responsibility over the Electric Division. This employee must have a mastery of knowledge in the electric field, a wealth of practical knowledge in the field and at least 10 years of experience. This title has been given the pay grade of 23.



Request for Town Council Action

Consent
Agenda
Item: Police
Promotion
Date: 01/04/2022

Subject: Promotion
Department: Police Department
Presented by: Chief of Police - R.K. Powell
Presentation: Consent Agenda

Issue Statement

This is a request to promote one officer from the rank of Police Officer I (POI) to Police Officer II (PO II), **moving from pay grade 17 to pay grade 18. Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or 5% increase, whichever is greater.**

Financial Impact

Approved Budgeted Amount for FY 2020-2021: Covered by the Current Budget

This salary increase will be covered by the police department's current budget and will not require a budget amendment to the current salary line item. In this case the required salary increase for the 2021/2022 Budget will cost will be \$1,011.36 which will be covered by budget.

Action Needed

The Officer has followed the attached career ladder policy previously approved by the Council found in the support documentation and has earned the promotion. The Police Chief recommends this promotion and a five percent salary increase, moving him to the next pay grade in the current Town salary schedule (see attached)

Recommendation

It is requested to allow this Officer to be promoted to Police Officer II (POII).

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Promotions and Career Development Policy
3. Officer Request



Staff Report

Consent
Agenda
Item: Police
Promotion

This is a request to promote one officer from the rank of Police Officer I (POI) to Police Officer II (PO II), **moving from pay grade 17 to pay grade 18.** Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or 5% increase, whichever is greater.



Chapter 500
Personnel Policy 504: Promotions & Career Development
Effective Date: January 1, 2014 Revised Date: June 15, 2020
Approved by: Chief Robert K. Powell

R.K. Powell

I. POLICY STATEMENT

It shall be the policy of the Department to select the most qualified candidates to fulfill the duties and responsibilities of each position within the agency. All aspects of this policy are in keeping with the Department's goals as an equal opportunity employer.

II. COMMENTARY

The purpose of this directive is to establish guidelines for the administration of the Department's promotion process.

A career ladder program will provide for the advancement of police officers who demonstrate increasing levels of knowledge, skills, and abilities. Advancement and promotional processes will be administered fairly and impartially, using testing and evaluation mechanisms that evaluate past performance as well as future potential through the use of job-related criteria.

III. PROCEDURES

A. Administration

1. The Smithfield Police Department is responsible for the administration of the promotion process. When deemed necessary, assistance may be utilized from other entities within or outside of Town government.
2. The Chief of Police has the authority and responsibility for administering the Department's promotion process. All promotional materials will be maintained and secured in the Chief's office.
3. Responsibilities of the Chief of Police include:
 - a) Maintaining authority over all phases of the process
 - b) Determining the skills, knowledge, and abilities required for each position
 - c) Initiating promotional processes on an as-needed basis
 - d) Selecting a candidate for promotion at the completion of the process

4. The Chief of Police may delegate selected duties to other Departmental employees to facilitate the promotional process.

5. When it is deemed in the best interest of the Department, the Chief of Police may waive any of the prescribes qualifications or eligibility requirements, except those established by the North Carolina Criminal Justice Education and Training Standards Commission or other legal authority.

B. Vacancy Announcements

1. Prior to the commencement of any promotional process, the Department will post written notices announcing the following information:

- a) Description of the position to be filled;
- b) Description of eligibility requirements;
- c) Closing date

2. Personnel eligible to participate in the promotional process will submit a letter of intent through the chain of command to the Chief of Police. The candidate's supervisor and each person in the chain of command will indicate approval or disapproval of the candidate's suitability to participate in the process. Disapprovals must be justified in writing and forwarded to the Chief of Police.

3. Once the application period for the given position has been officially closed, all eligible applicants who meet the minimum requirements for the position will be considered for the Department's promotional process. The Chief of Police or designee will ensure the eligibility of the applicants prior to the beginning of the promotion process.

4. When deemed necessary, the Chief of Police has the authority to order a written test for any promotional process. Written tests given will be standardized, validated, and approved by the Town Human Resources Department.

5. An officer who is not recommended for promotion by his/her supervisor will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

C. Promotional Procedures

1. Chief of Police or designee will conduct a review of applicable Human Resources and Departmental personnel records in order to evaluate the promotional potential of the candidates. This review serves to verify law enforcement credentials, certifications, and work performance history of the applicants to ensure that the minimum qualifications have been met for each applicant. Candidates are not ranked at this point of the process; however, candidates who do not meet all the preferred qualifications for the position may be eliminated at this stage of the process. Candidates are ranked according to their promotional potential only at the completion of the assessment center phase of the promotion process.

2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.
3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.
4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.
5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).
6. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

D. Minimum Qualifications for Promotion

1. Sergeant

To be eligible for promotion to the position of Sergeant, candidates must:

- a) Have served as a Master Police Officer for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete First Line Supervision;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

2. Lieutenant

To be eligible for promotion to the position of Lieutenant, candidates must:

- a) Have served as a Sergeant for two years;
- b) Within 12 months of promotion to Lieutenant, an officer must complete a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Captain

To be eligible for promotion to the position of Captain, candidates must:

- a) Have served as a Lieutenant with the Smithfield Police Department for two years;
- b) Have completed a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Advanced Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

7. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

E. Review and Appeal

1. Within (5) working days of the conclusion of a promotional process, candidates may review their performance results in each element of the promotional process to include:

- a) Review of the answer key to any written exams administered, unless prohibited by the leaseholder of the test
- b) Review of the written results of scored elements of the selection process
- c) Review of reports/materials used in the selection process

However, in accordance with NCGS 160A-168(C1), testing or examination materials may be withheld from disclosure to the employee or other persons if the material was used solely to determine qualifications for promotion and in the opinion of the agency the disclosure of such material would compromise the objectivity or the fairness of the testing or examination process.

2. Candidates may contest any results filed by requesting a meeting with the Chief of Police or designee administering the process. The Chief of Police or designee will conduct a review of the report(s) and discuss findings with all staff in the supervisory chain of command.

3. The Chief of Police or designee will inform the contesting employee of the final decision at the completion of the review.

4. If an employee feels that fair treatment has not been received during any portion of the promotional process, he/she is urged to use the Department's grievance procedures contained in Policy 507.

F. Career Ladder

1. The career ladder program will include the following classifications.

- a) Police Officer I
- b) Police Officer II
- c) Master Police Officer

2. Each level in the career ladder will have certain minimum requirements necessary to qualify for advancement or promotion to the next level. Upon fulfilling the requirements necessary for advancement to Police Officer II and Master Police Officer the officer will submit a memorandum to the Chief of Police containing the following information:

- a) Hire date
- b) Date of last advancement, if applicable
- c) Level of education
- d) Complete list of required classes and dates attended
- e) Date awarded applicable law enforcement certificate(s)

3. This memorandum must be endorsed by the officer's Team Commander and the appropriate Division Commander. The Division Commander will forward the memorandum to the Chief of Police after having verified the information contained therein.

4. An officer who is not recommended for advancement will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

5. After consideration of all factors deemed relevant by the Chief of Police, the officer will be notified of the advancement decision within 30 days following receipt of the memorandum by the Chief of Police.

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

- a) Meet the basic requirements established by the North Carolina Criminal Justice Education and Training Standards Commission
- b) Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy
- c) Appear before a Department review board made up of officers selected by the Chief of Police
- d) Pass an extensive background investigation and successfully complete a psychological evaluation, physical examination, drug test, and CVSA examination

All finalists will be interviewed by the Chief of Police. Officers are required to successfully complete the department's Field Training Program and required Solo Patrol Assignment within the first year of Probationary employment.

2. Police Officer II

To be considered for advancement to Police Officer II, candidates must:

- a) Have completed the following as a Police Officer I:
 - * Successfully completed one year probation and probationary requirements in as required in Police Officer I
 - * Receive Radar Certification
 - * Receive Standardized Field Sobriety Testing Certification
 - * Receive Intoximeter Certification
- b) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- c) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Master Police Officer

To be considered for advancement to Master Police Officer, candidates must:

- a) Have served as a Police Officer II for one year
- b) Have completed training hours, including:
 - 40 hours of Management/Supervision Training
 - Field Training Officer Certification and become Field Training Officer for the Department. After completion of FTO Training, the officer can be assigned a trainee by the Chief of Police or his Designee
 - Completion of Crisis Intervention Team (CIT) Certification.

c) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal

d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

Smithfield Police Department

Interoffice Memorandum

Date: 22 December 2021
To: Chief R.K. Powell
Via: Captain J. Grady, Lt. B. O'Branovich
From: Officer
Subject: Advancement to Police Officer II

The purpose of this memorandum is to request career ladder advancement to Police Officer II status. According to Smithfield Police Department General Orders Personnel Policy 504, June 15, 2020, to be considered for advancement to Police Officer II, a candidate must:

- a) Have completed the following as a Police Officer I:
 - a. Successfully completed one year probation and probationary requirements as required in Police Officer I.
 - b. Receive Radar Certification
 - c. Receive Standardized Field Sobriety Testing Certification
 - d. Receive Intoximeter Certification
- b) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission.
- c) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal.
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

As of the date of this memorandum, I have been employed by the Smithfield Police Department since February 11, 2019, almost 3 years. I have also completed the following required training/certifications necessary for this advancement:

- Radar Certification. I was certified on January 21, 2021.
- SFST Certification. I was certified on June 30, 2021.
- Intoximeter Certification. I was certified by the NC DHHS on April 30, 2021.

I was awarded my General Certification by the North Carolina Criminal Justice Education and Training Standards Commission on March 5, 2020.

My supervisor has had the opportunity to review any disciplinary actions I may have received prior to this memorandum, and his endorsement would constitute approval of this advancement.

Please see the attached certificates as proof of meeting the certification requirements for this advancement.

Thank you for your time and consideration.

Attached: Copy of Radar Certification from the State of NC, CJ Standards; copy of SFST Certification from NCDHHS; copy of Intoximeter Certification from NCDHHS; copy of General Certification

State of North Carolina



North Carolina Criminal Justice Education and Training Standards Commission Speed-Measuring Instrument Operator Certification

Pursuant to the authority vested by Chapter 17C of the North Carolina General Statutes and Title 12 Chapter 9 of the North Carolina Administrative Code.

now comes before the Commission for evaluation of qualifications to serve as a speed-measuring instrument operator within this State. Having been provided by appropriate authorities with documentation that the requirements for certification appear to have been fulfilled, the Commission has made its evaluation in this matter.

The Commission FINDS and hereby CERTIFIES that the above-named officer has met the requirements for the operation of speed-measuring instrument(s) and feature(s) as indicated below:

Applied Concepts Stalker Dual DSR-E (M/S) Dual Antenna

Opposite Direction Mode

Same Direction Mode

Now therefore, the Commission serves notice that the above-named officer is awarded OPERATOR CERTIFICATION. This Certification shall remain in effect for a period of THREE (3) YEARS from the date of issuance unless suspended or revoked by the Commission for cause. Further, the Commission shall permit transfer of this Speed-Measuring Instrument Certification between law enforcement agencies within this State, subject to the provisions of applicable Rules of the Administrative Code.

Certificate No: 100221137

Date of Issuance: 1/21/2021

Date of Expiration: 1/21/2024


Commission Chairman


Interim Director, CJ Standard Division

Department of Health and Human Services

State of  North Carolina

Forensic Tests for Alcohol Branch

THIS CERTIFIES THAT

Attended and s *m/herself to the*
NHTSA/ Standardized Field Sobriety Testing
(24 hour) Training Course



June 28-30, 2021
Smithfield, North Carolina

Samuel Jones

SFST Lead Instructor

Timothy Harbo

DRE/SFST State Coordinator



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Public Health

North Carolina Department of Health and Human Services
PERMIT TO PERFORM CHEMICAL ANALYSES OF BREATH

APPLICATION HAVING BEEN MADE, a permit is hereby granted, or a renewal of same, to:

PERMIT NO. 7508-5075

to perform chemical analyses of the breath to determine alcohol concentration.

Evidence of qualifications has been examined and it has been determined that the applicant herein has met the standards prescribed by the law and regulations.

This permit is limited to the performance of chemical analyses of the breath in accordance with current Rules and Regulations of the North Carolina Department of Health and Human Services, utilizing the **INTOXIMETERS: MODEL INTOX EC/IR II AND MODEL INTOX EC/IR II (ENHANCED WITH SERIAL NUMBER 10,000 OR HIGHER)**

This permit is non-transferable, and is issued under authority of G.S. 20-139.1 (b) and Rules and Regulations of the North Carolina Department of Health and Human Services.

Authority to perform chemical analyses of the breath under this permit shall be effective for the period specified herein.

In witness whereof, I set my hand and seal this

30th day of April, 2021

(Effective Date of Permit)

Assistant Secretary for Public Health



Mark T. Benton

Mark T. Benton

Expiration: 04/30/2023

STATE OF NORTH CAROLINA

CRIMINAL JUSTICE EDUCATION AND TRAINING STANDARDS COMMISSION

General



Certification

In compliance with Chapter 17C of the General Statutes of the State of North Carolina and specifically with the appropriate Rules of Chapter 9 to Title 12 of the North Carolina Administrative Code, as promulgated by the Criminal Justice Education and Training Standards Commission under the authority of that statutory Chapter,

has apparently submitted all required documentation and fulfilled all requirements necessary to the determination of his/her suitability to be appointed as a LAW ENFORCEMENT OFFICER within this State. Upon due consideration, the Commission finds that proper application for certification has been submitted to it on behalf of the above named. The Commission further FINDS, and hereby CERTIFIES that this applicant appears to meet the MINIMUM STANDARD REQUIREMENTS for appointment as a LAW ENFORCEMENT OFFICER IN THE STATE OF NORTH CAROLINA OR ANY OF ITS POLITICAL SUBDIVISIONS.

Now therefore, the Commission serves notice that the applicant is awarded GENERAL CERTIFICATION. This Certification shall remain in effect for the duration of service in office unless suspended or revoked by the Commission for cause. Further, the Commission shall permit transfer of this officer between law enforcement agencies within this State, subject to the provisions of applicable Rules of the Administrative Code.

Issuance of Certification: GNA 100221137

Approved on: March 5, 2020

Agency Name: Smithfield Police Department

Commission Chairman

Director, Criminal Justice Standards Division



Request for Town Council Action

Consent Agenda Item:
Date: 01/04/2021
Donation of Sick Leave

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

Issue Statement

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

Financial Impact

None expected.

Action Needed

Consideration and approval of request.

Recommendation

Approval of request not to exceed 400 hours of donated sick hours to the requesting employee.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent
Agenda
Item: Donation
of Sick
Leave

This employee has proven to be highly valued. He has a medical condition, not associated with his employment with the Town, that will require him to miss approximately 12 weeks of work. This time would concur with approved FMLA leave totaling a maximum of 12 weeks. The employee has approximately 80 hours currently available for leave and is requesting the donation of an additional 400 hours of sick leave to be donated from other employees.

Staff has reviewed this request and seeks approval from Council to allow other employees to donate sick hours to the requesting employee. If approved, all donations of time must be completed and submitted no later than January 12, 2022 and will not exceed a maximum of 400 hours.

No donated sick leave hours will be utilized until all of the employee's personal sick/vacation hours are exhausted. In addition, as the employee accumulates sick/vacation hours, those hours will also be utilized prior to those donated by other employees.



Request for Town Council Action

Consent
Agenda
Item:
Date: 01/04/2022
Award of
Contract

Subject: Award of Contract for Surveying Services
Department: Public Utilities
Presented by: Public Utilities Director - Ted Credle
Presentation: Consent Agenda

Issue Statement

To make improvements at both **the Town's sanitary sewer pump station and the** associated downstream discharge pipe line; a survey of the affected properties was needed so improvements can be made entirely on Town property, or within the platted easement. Stantec was chosen to perform the surveying services.

Financial Impact

The funds for this contract will be used from line item 45-71-7220-5700-7423. The funds for this project were approved as part of the approved and adopted FY 2021 - FY 2022 budget.

Action Needed

Approve the proposed contact with Stantec and allow the Town Manager to execute the contract

Recommendation

Staff recommends approval of the proposed contract and allow the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Agreement with Stantec



Staff Report

Consent
Agenda
Item: Award of
Contract

To affect improvements of the Town's sanitary sewer pump station, located at 240 West Market Street, and the associated downstream discharge pipe line; a survey of these properties was needed so improvements can be made entirely on Town property, or within the platted easement. As surveying services were needed, staff called surveyors in the area to see which firm would be both financially responsible AND, most importantly, expedient in the required services. Stantec was chosen as the most responsive surveyor.

Staff is asking the Town Council to authorize the Town Manager to execute the contract for an amount not to exceed \$24,000.00, for the proposed surveying services.

NORTH CAROLINA
TOWN OF SMITHFIELD

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 14 day of December, 2021, by and between the TOWN of SMITHFIELD, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and Stantec Consulting Services Inc. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The TOWN will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the TOWN in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **TERM OF CONTRACT.** The Term of this contract for services is from December 14, 2021 to April 30, 2022 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Twenty-Four Thousand and No Dollars (\$ 24,000.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.

4. **INDEPENDENT CONTRACTOR.** TOWN and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the TOWN a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the Town, which immunity is hereby reserved to the Town.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTOR may be declared ineligible for further TOWN contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.
9. **TERMINATION.**
 - 9.1 **EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:
 - a. Failure to perform the Services satisfactorily or on schedule,
 - b. Failure to submit any report required hereunder; and/or
 - c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the TOWN may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of TOWN. CONTRACTOR has no authority to enter into contracts on behalf of TOWN.
11. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
12. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

TOWN OF SMITHFIELD
ATTN: PUBLIC UTILITIES DEPARTMENT
320 HOSPITAL ROAD
SMITHFIELD, NORTH CAROLINA 27577

CONTRACTOR
ATTN: Stantec Consulting Services Inc
801 JONES FRANKLIN ROAD; STE. 300
RALEIGH, NC 27606-3394

13. **AUDIT RIGHTS.** For all Services being provided hereunder, the TOWN shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them. Notwithstanding the foregoing, the TOWN's right to inspect, copy and audit shall not extend to the composition of the CONTRACTOR's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
14. **TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
15. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
16. **ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between TOWN and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
18. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
19. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
20. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the Town utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Gregory D. Siler, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: Stephanie Holloman 12-15-21
Authorized Representative
Authorized Representative

Print Name: Stephanie Holloman
Title: Senior Associate - Practice Leader

ATTACHMENT 1" to follow

AMENDMENT TO BOILER PLATE CONTRACT

(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("Amendment") is made as of December 14, 2021, by and among Stantec Consulting Services Inc ("Contractor"), and the Town of Smithfield ("Town").

RECITALS:

- A. Contractor desires to enter into a Contract with Town according to a form supplied, a boiler plate contract, by Contractor and used in its normal business, which agreement is hereinafter referenced as the Contract and dated approximately simultaneously with this Amendment.
- B. It is efficient for Town to enter small contracts such as this on forms supplied by Contractor so as to avoid the time and expense of more formally drafted contracts but Town desires to preserve for itself certain basic contractual provisions in all contracts.
- C. The Parties hereto have therefore agreed to the following Amendment to Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties amend the Contract signed approximately simultaneously herewith and attached hereto by inserting the following provisions which shall be additional provisions of the Contract and shall control over any other provisions of the Contract that might appear contradictory hereto or appear to create ambiguities when read with the provisions agreed to herein.

1. Miscellaneous:

- a. Clause Control. Due to the volume of vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this miscellaneous paragraph (subparagraphs a-n) is being inserted in Town Contracts and the provisions of this miscellaneous paragraph will control over all other provisions of the contract.
- b. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- c. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- d. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- e. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- f. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortious conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Town Budget Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

Town:

By: _____
Michael L. Scott, Town manager

CONTRACTOR: Stantec Consulting Services, Inc.

By: Stephanie Holloman Stephanie Holloman
Senior Associate
12-15-21

Business Name: Stantec Consulting Services, Inc.

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the Town of Smithfield (hereinafter referred to as "Town"), and Stantec Consulting Services Inc. (hereinafter referred to as "Contractor"), which contract is dated December 14, 2021.

CONTRACTOR hereby agrees to provide services and/or materials to the Town pursuant to the provisions set forth below.

I. Background/Purpose (Why): The purpose and intent of this request is to establish a contract with Stantec Consulting Services Inc. to perform engineering design services for the Pump Station #1 improvement project. The engineering services are needed to improve the lift station and provide expanding sewer service to West Smithfield, located in the Town of Smithfield, NC.

II. References: The following documents are incorporated herein by reference to them: The Contractor was given a set of Town infrastructure maps, in GIS format was engaged through conversation and visited the site, to clarify site access.

III. Work/Requirements (What and Where): In accordance with the submitted proposal, provided by the contractor (see Attachment B); the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed concerning the West Smithfield sanitary sewer collection system in Smithfield, NC.

IV. Schedules/Timelines (When): The Contractor shall proceed with engineering services once the contract is executed and will have finished operations by April 30, 2022.

V. Transmittal/Delivery/Accessibility (How): The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed in the West Smithfield area of the Town sanitary sewer collection system in Smithfield, NC.

VI. Payment: Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted MUST reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a lump sum rate not to exceed \$ 24,000.00 ; in accordance with the attached proposal (see Attachment B), provided by the contractor.

ATTACHMENT B

Attached to and forming part of the Contract BETWEEN:

Town of Smithfield
(hereinafter called the "TOWN")
- and -
Stantec Consulting Services Inc.
(hereinafter called "CONTRACTOR")

EFFECTIVE: December 15, 2021

This Attachment details the Services, Assumptions and Exclusions, Contract Time, and Contract Price forming part of the above-described Contract.

PROJECT BACKGROUND AND UNDERSTANDING

This project is identified as the Pump Station 1 Improvements project (project) for the Town of Smithfield, North Carolina (TOWN). The services performed as a part of this Scope of Services (services) include providing consulting support to the TOWN for a sewer pump station and force main improvements project. These services include field surveying to support the determination and development of improvement recommendations. A preliminary study to summarize the existing conditions, alternatives, and recommendations for the improvement of the existing station and force main, as well as geotechnical, environmental, design, bid assistance, and construction administration/construction observation (CA/CO) services to support the implementation of said recommendations are not included at this time but are anticipated to be authorized via amendments issued at a later date.

The existing Pump Station 1 (PS1) in Smithfield, NC is located at 250 US 70 Business, and was built more than forty-five (45) years ago. PS1 is a typical duplex submersible pump station with fifteen (15) horsepower (HP) pumps on rails in a 12 feet (ft) x 7 ft concrete wetwell. Although there is a manual bar screen installed in the wetwell, the station is subject to extreme ragging issues. The interior of the wet well is showing signs of corrosion. The pump station has a design capacity of 600 gallons per minute (GPM) at 60 ft total dynamic head (TDH). The station currently has a propane emergency generator that was installed in 1998. The electrical controls for the pumps are outdated and obsolete. There is a small valve vault, and the station needs a flow measurement solution. The pump station collects wastewater from northwest Smithfield and pumps the flow via a 4-inch force main across US Hwy 70 Business before manifolding in with a County-owned 12" force main. From the manifold point, the existing force main travels approximately 5,000 linear feet (LF) cross-country parallel to, and eventually crossing, the Neuse River to end at an existing gravity sewer manhole southwest from the pump station site.

The project's primary goals are to replace dated pump station components cost effectively, gain storage capacity, increase PS1's reliability and pumping efficiency, provide a new grinder at the pump station, provide for future pump upgrades, address existing operations and maintenance

concerns, and modify the pump station force main discharge point from the existing gravity sewer tie-in manhole approximately 4,300 LF to a new discharge point at the Central Johnston County Regional Wastewater Facility (CJCRWWF) south of Smithfield. In order to modify the pump station discharge point, it is anticipated that the existing County easement will be used via an inter-local agreement. See Figure 1 for an overall map of the proposed project.

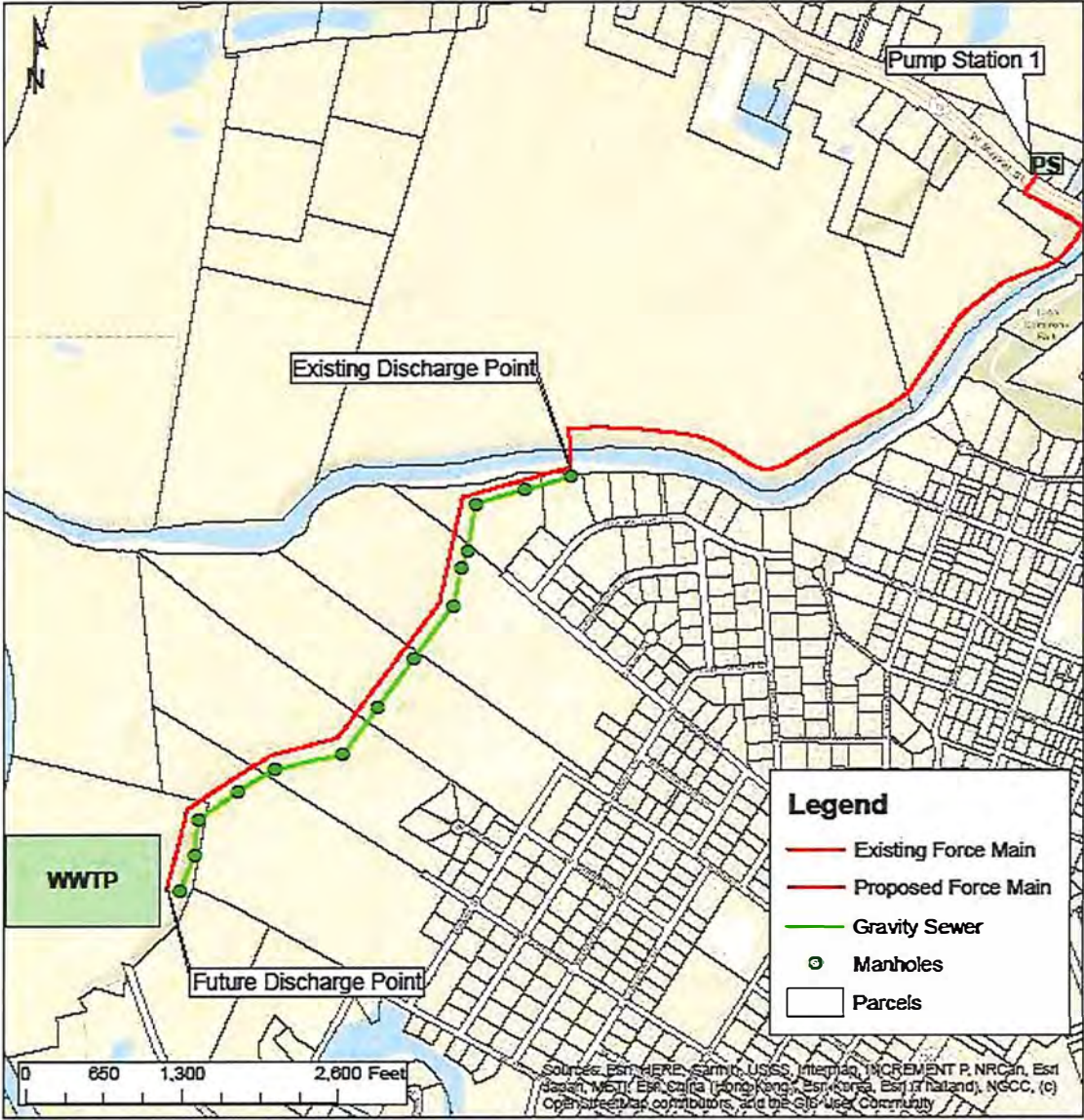


Figure 1 Overall Project Map

PHASE 1000 – FIELD SURVEY AND UTILITY MAPPING

Task 1100 – Field Survey

- All surveying will be in accordance with current North Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum will be NC State Plane Coordinates NAD83 (2011).
- Vertical datum will be NAVD 88.
- CONTRACTOR will endeavor to contact the local utility locating service in the appropriate amount of time prior to field surveying, such that existing underground utilities in the existing easement may be identified and marked in the field. Underground utilities marked in the field by the local utility locating service will be located by the field survey.
- State and County rights-of-way (ROW) and existing obvious and apparent utility easements within the project limits will be researched through the appropriate entity and mapped.
- CONTRACTOR will set two (2) GPS azimuths pairs on each end of the proposed force main alignment for the purpose of traversing baseline control.
- Baseline traverse will be for an approximately 4,300 LF corridor.
- CONTRACTOR will survey a profile along the location of the proposed force main. It is assumed that the County's existing easement will be used for the proposed force main extension. Further, it is assumed that the existing easement is thirty (30) feet (ft) wide and that the proposed force main will be placed approximately ten (10) ft away from the center line of the existing gravity sewer or five (5) ft inside the outer edge of the existing easement.
- Topographic survey of approximately 0.25 acres at the CJCRWWF to support tie-in determination.
- Locate and map storm structures crossing proposed force main profile.
- Locate and map existing gravity sanitary sewer utilities. It is assumed that fourteen (14) manholes will be surveyed. Of those, only the upstream manhole receiving the existing force main discharge, the next manhole immediately downstream, and the two (2) furthest downstream manholes tying into the CJCRWWF will include invert elevations; the remaining ten (10) will be located/mapped horizontally with only top elevations provided.
- Locate and map relevant, miscellaneous visual or physical features within the sewer easement.
- CONTRACTOR will set one (1) GPS azimuths pair to facilitate control for the pump station portion of the project.
- Earth DTMs including obscured areas and topographic locations for entire pump station property located and mapped (approximately 0.4 acres).
- Recon and field tie property monumentation for up to three (3) properties within the pump station project limits.
- Compute deeds and plats and best fit to field located monumentation. A boundary survey level map will be provided.

- Locate and map relevant, miscellaneous visual or physical features within the pump station project area.
- The deliverable associated with this task will be in the form of an electronic AutoCAD drawing of the survey that accurately locates planimetric features and contains, on separate layers, feature labels and surveyed points with point number, description, and elevation.

Task 1200 – Subsurface Utility Engineering

No subsurface utility engineering (SUE) services are included at this time but can be negotiated.

Task 1300 – Easement Exhibits

It is assumed that the County's existing easement will be used for the proposed force main extension. Therefore, no property research, platting, and/or preparation of easement description services are included. An amendment will be issued if permanent or temporary easement exhibits are required.

Task 1400 – Subdivision Plat

- Provide a survey of the adjoining property for the purpose of the TOWN acquisition of additional land for the pump station improvements.
- Set new property corners created by the subdivision.
- Create a subdivision plat of the adjoining parcels property.
 - Title transfer and recombination can be created by an Affidavit of Recombination. This task can be completed by the TOWN and is not part of this scope.

ASSUMPTIONS AND EXCLUSIONS

These services assume the following:

- No services beyond those explicitly outlined in these services will be performed without written approval from the TOWN.
- Electronic project deliverables will be handled via email or other file sharing method specified by the TOWN.
- The TOWN will provide assistance in gaining safe access to all sewers, sewer easements, structures, and/or sites for which field services will be provided.
- It is assumed that the TOWN will notify affected property owners of the work taking place. Subsequently, the TOWN will notify CONTRACTOR of property owners who may pose problems with CONTRACTOR's ability to safely gain access to all sewers, easements, structures, and/or sites for which field services will be provided.
- The TOWN will operate any valves, knobs, levers, controls, hatches, etc. required for CONTRACTOR to complete these services.
- The TOWN will respond to requests for information, provide available data as requested, and review deliverables in a timely manner.

- No SUE services are included at this time. Should these services become necessary an amendment will be prepared.
- It is assumed that the County's existing easement will be used for the proposed force main extension. Therefore, no property research, platting, and/or preparation of easement description services are included. An amendment will be issued if permanent or temporary easement exhibits are required.
- It is assumed that the TOWN will complete required title transfer and recombination via an Affidavit of Recombination and no services pertaining to this are included.
- It is assumed that the TOWN will obtain right of entry as may be required on private property.
- Archaeological and historic resource surveys are not included in this scope.
- Detailed aquatic and woodpecker surveys are not anticipated and are not included in this scope.

CONTRACT TIME

Assuming receipt of a Notice to Proceed from the TOWN on December 15, 2021, it is estimated that the CONTRACTOR will complete these services within 45 days, or by January 31, 2022.

CONTRACT PRICE

Subject to the terms below, the TOWN will compensate the CONTRACTOR a lump sum fee of twenty-four thousand dollars (\$24,000).

Unless otherwise notes, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, CONTRACTOR will submit to the TOWN in a timely manner, documentation of the revisions to Attachment B adjusting as required.

Before any services are provided under this agreement, CONTRACTOR will procure, and maintain insurance coverage during the term of this agreement.



Request for Town Council Action

Consent
Agenda
Item:
Date: Parks &
Recreation
Master
Plan
01/04/2022

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

Issue Statement

The Parks and Recreation Department is requesting approval to enter into contract with McAdams Company to perform and develop the 10 year Parks and Recreation Comprehensive Master Plan

Financial Impact

Approved Budgeted Amount for FY 2021-2022: \$ 60,000.00
Amount of Purchase/Bid/ Contract: \$ 60,000.00

Action Needed

Approval for the Parks and Recreation Department to enter into contract with McAdams Company to conduct and develop the Parks and Recreation Comprehensive Master Plan.

Recommendation

Approval for the Parks and Recreation Department to enter into contract with McAdams Company to conduct and develop the Parks and Recreation Comprehensive Master Plan

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Request for Qualifications
3. McAdams Proposal



STAFF REPORT

Consent
Agenda
Item: Parks &
Recreation
Master
Plan
Date: 01/04/2022

During the budget process for the 21/22 FY budget, the Town Council allocated and approved \$ 60,000 for the development of a 10 year Parks, Recreation and Open Space Master Plan. This document will guide the department in operations, programming and parks development for the next decade and is an essential document for the writing and allocation for most parks and open space grants.

The Parks and Recreation Department developed a Request for Qualifications and requested Statements of Qualifications. Three firms submitted qualifications:

McAdams Company
McGill and Associates
Sage Design

Requests were made to two firms that did not submit qualifications:

Withers-Ravnel
Stewart Group

After receiving and reading through the qualifications, a three member panel (Gary Johnson, Parks and Recreation Director, Stephen Wensman, Planning Director and Tim Johnson, Parks and Recreation Advisory Board Member) conducted interviews to assist in the selection process. Each firm interviewed was qualified and would have completed a successful project; the panel selected McAdams Company, based on their qualifications, to negotiate a proposal to conduct the Parks, Recreation and Open Space Master Plan. After negotiations and pairing the proposal to fit within the allotted budget, the Parks and Recreation Department is satisfied that the proposed plan will fit the needs of the Town and Department for its Parks, Recreation and Open Space Master Plan

The Parks and Recreation Department is requesting approval to enter into contract with McAdams Company of \$ 60,000 to conduct and develop the Parks, Recreation and Open Space Master Plan.



REQUEST FOR PROPOSALS

COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE MASTER PLAN

REQUESTED BY:

TOWN OF SMITHFIELD PARKS AND RECREATION

600 M. DURWOOD STEPHENSON PKWY

SMITHFIELD, NC 27577

DATE OF ISSUE: OCTOBER 12

PROPOSALS DUE: NOVEMBER 8 (3:00 p.m.)



Request for Proposals

PARKS, RECREATION AND OPEN SPACE MASTER PLAN TOWN OF SMITHFIELD, NORTH CAROLINA

INTRODUCTION

The Town of Smithfield, North Carolina, is soliciting qualified consulting services in Parks and Recreation Master Planning and community engagement. The Town's current plan was developed in 2009 with a limited update in 2017. The Master Plan will serve as a guiding document for parks system infrastructure and programming over the next decade.

The Town of Smithfield is the county seat of Johnston County located along the I-95 corridor and Neuse River. Thirty minutes southeast of Raleigh, Smithfield has a diverse population of 13,587 and a day time population of 60,000+ as is the home of the Johnston County Courthouse and Government, Carolina Premium Outlets and Johnston Community College. Smithfield is experiencing significant residential and commercial/industrial growth including a new Amazon distribution center currently under construction within a burgeoning industrial park on the west side of town.

The Smithfield Parks and Recreation Department actively operates two community parks, two neighborhood parks, two athletic facilities, a community center, a 3.1 mile stretch of the MTS trail (greenway), a boat ramp onto the Neuse River as well as 71,000 sf aquatic and recreation center. The Town is ready to engage in a new Parks and Recreation Master Planning process to guide decision making and investment for the next decade.

PROJECT OVERVIEW

The Town of Smithfield is seeking proposals from professional consulting services in Parks and Recreation Master Planning and community engagement to update the Smithfield Parks, Recreation and Open Space Plan. The Town is committed to providing high quality parks and recreation opportunities for the citizens of Smithfield. The consultant will collect and analyze data to develop a vision for the park system and goals and strategies to achieve the vision, including the development of standards, and policies for the Town's park system, open space, greenways and trails, facilities and program development. The Town wishes to include involvement and input from Town staff, elected officials, the Parks and Recreation Advisory Board, stakeholders, and most importantly it's citizenry. The Plan should strive to be inclusive and equitable.

The Plan will focus on Parks and Recreation programming and infrastructure including greenways and trails and other passive and active recreation opportunities such as use of the Neuse River. The Master Plan should respond to changing recreational needs and priorities and provide a balance between quality of parks and community recreation facilities with the overall quantity of facilities throughout the Town and it's Extra-Territorial Jurisdiction (ETJ). The completed document should include an illustrative and usable plan to guide the development of the Town's parks facilities (existing and future), programs, and land acquisition and funding for the next 10 years and be prepared in a manner the will meet requirements of various funding agencies.

The Parks, Recreation and Open Space Master Plan will require the approval of the Smithfield Parks and Recreation Advisory Board and the Smithfield Town Council. Once approved, it will become the official guiding document for the Smithfield Parks and Recreation Department.

SCOPE OF SERVICES

- **Community Needs Assessment**
 - ◊ Community Needs Assessment shall be conducted to determine the needs and wants of citizens of all demographics through a variety of input gatherings such as community meetings, workshops, surveys, focus groups, individual interviews, stakeholders meetings, etc. Please be specific about the proposed types of outreach to be conducted. Note that both facilities and programs should be included in the data collection. The assessment should include, but not limited to:
 - ◊ Review of current and projected demographics, current planning standards, and changes in youth populations.
 - ◊ Identify potential land and easements for parks, trails, and open space expansion or development.
 - ◊ Identify connectivity opportunities for existing neighborhoods and expected growth.
 - ◊ Identify major issues, concerns, and challenges that will affect parks, trails, open space, and programming decisions now and in the future.
- **Inventory and analysis of parks, open space, and facilities**
 - ◊ Inventory all indoor facilities, parks, existing and proposed trails and greenways, waterways, and open space areas within the town limits.
 - ◊ Evaluate community access to existing indoor facilities, parks, trails, greenways, and open spaces including accessibility and equitability.
 - ◊ Examine the needs in the existing parks as well as the need for additional parks and amenities.
 - ◊ Prioritize park improvements, development, and potential land acquisitions, and review funding and financial strategies available to include park search areas.
- **Analysis of recreation programs and services**
 - ◊ Provide an assessment and analysis of current level of recreation programs, services, and maintenance in relation to present and future goals, objectives, and directives.
 - ◊ Provide a user fee analysis for facilities, programs, and services.
 - ◊ Inventory of all programs offered, and a summary of programs should be provided in order to demonstrate gaps in target markets/age groups.
 - ◊ Uncover trends and conditions and identify new uses, new users, programs and demands that will set the context for plan recommendations.
 - ◊ Provide recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate.
- **Identify staffing and funding needs with strategies**
 - ◊ Assess the Town of Smithfield organizational structure, staffing and funding levels in relation to national averages and compare to cities of similar size.
 - ◊ Provide a budget and staffing analysis needed for current level of service, adequate level of service, and a desirable level of service. Analysis should include funding and staffing requirements for future growth and operation in line with the priority recommendations.
- **Review an assessment of past and related planning efforts**
 - ◊ 2009 Parks and Recreation Master Plan
 - ◊ 2017 Parks and Recreation Comprehensive Plan Update

- ◊ 2020 Town of Smithfield Town Plan (Comprehensive Growth and Transportation Plans)
- ◊ 2021 Town of Smithfield Ped Plan
- **Public Involvement**
 - ◊ The Town of Smithfield believes it is important that citizens are provided the opportunity to participate in identifying parks, recreation, and facility needs.
 - ◊ Strong and innovative public outreach strategy that describes how the community, staff, and stakeholders will be provided opportunities to participate in the development of the plan.

RECOMMENDATIONS AND IMPLEMENTATION STRATEGIES

- Prioritize recommendations to meet current and future needs through, but not limited to, land acquisition, trails, greenways and waterways, construction or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, improving existing parks, park maintenance, and potential partnership opportunities to provide community needs.
- Provide a clear plan for development of programming direction based on standards and demand analysis.
- Recommendations for addressing operations, staffing, maintenance, technology, programming, services, and funding needs to support implementation of the plan.
- Recommendations for connectivity, greenways, and recreational opportunities.
- Identify opportunities for available funding and acquisition alternatives.
- Identify areas of service shortfalls and projected impact of future trends.

DEVELOPMENT OF FINAL PLAN AND SUPPORTING MATERIALS

- The Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” for the Parks and Recreation Departments future.
- Identification of new directions for Parks and Recreation based on the values and priorities determined from citizen engagement.
- Incorporate maps, charts, photographs, tables, and other data as needed to support the plan and its presentation to the appropriate audiences.
- Address creation of recreational opportunities to better engage all ages, including inclusive play and adaptive reaction (according to ADA standards), and expanding indoor recreational opportunities.
- Consideration of how to develop better partnerships to strengthen offerings in the community.
- Strategies for the current population as well as projected growth through acquisition recommendations, facility development, facility upgrades and programming.
- Conceptual / Master Plan for the development of Hwy 210 Park based on data analysis.

STAFF SERVICES AND PROGRESS REPORTING

The Town of Smithfield will provide overall support for project tasks and assign the Recreation Director to serve as the lead liaison for the project. The Recreation Director will provide all existing documentation (as requested by the consultant) and compile contact information for staff and local organizations. The Town staff, primarily the Recreation Director, will also schedule, coordinate the availability of staff based on their work schedules and make all necessary arrangements for meetings and interviews conducted by the firm’s consultant during the scope of this project.

The firm and the Recreation Director will hold progress meetings by phone, via zoom, or in person meetings as often as necessary, but in no case less than once per month until a final plan is approved by the Town Council.

PROPOSAL REQUIREMENTS

To evaluate responses efficiently and equitably, responses must be submitted as identified below. Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following company information:

Section 1: Introduction: Company Information

- Company name and business address, including telephone, email address, website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.

Section 2: Experience

- Describe firm's experience in preparing municipality comprehensive parks and recreation plans. Include strategies for citizen participation and public engagement.

Section 3: Description of Consulting Team

- Include a list of key personnel who would be assigned to this project, their project roles, and relevant qualifications and experience.

Section 4: Project Approach

- Include a description of how your firm plans to implement and move forward with our Plan. Include customization or innovative ideas for the proposed course and sequence of actions or tasks including methodologies, the time needed to complete the sequences, and a schedule of project milestones to plan adoption.

Section 5: Current Workload

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

Section 6: References

- Provide at least three references for similar studies; include summary of study, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

Section 7: Exceptions

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required Scope of Services shall be documented on a separate page and submitted in this Section. In addition, please note any parts of the scope of services that are beyond the expertise of the consultant or would be better handled by Town of Smithfield's Parks and Recreation staff.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

Section 8: Forms

- Proposal Form with Cost (on provided form)

SUBMISSION OF PROPOSALS

If submittal does not meet all requirements, it will be disqualified. Three (3) hard copies and one (1) digital copy on a USB flash drive of the proposal should be received on or before 3 p.m. on Monday, November 8, 2021 and should be submitted to:

Town of Smithfield
Attn: Parks & Recreation Department
600 M. Durwood Stephenson Hwy.
P.O. Box 2344
Smithfield, NC 27577

Questions should be directed to Gary Johnson, Parks and Recreation Director by email at gary.johnson@smithfield-nc.com

SELECTION PROCESS

Proposals will be reviewed by a team of Town of Smithfield staff and Parks and Recreation Advisory Board. All proposals will be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revision may be permitted after submission and prior to award for the purpose of obtaining the best and final offer at the discretion of the Town. When conducting negotiations, the Town will not disclose information from proposals submitted by competing firms.

The Town of Smithfield will select a firm based on its ability to respond to the RFP requirements, the qualifications and expertise of the team working on this project, past performance on similar projects, the time required to complete the project, methodology, firm's resources, and willingness to negotiate and execute an acceptable written agreement.

CONTRACT TERMS AND CONDITIONS

- Town of Smithfield reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all proposals.
- Town of Smithfield reserves the right to request clarification or supplemental material it feels necessary to make a qualified judgment to the firm's ability to perform the work.
- Town of Smithfield reserves the right to amend the RFP schedule or issue amendments to the RFP at any time; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a selection.
- Town of Smithfield also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required under this paragraph has been approved by the Town. The firm must maintain insurance coverage for the duration of the contract period.
- This RFP does not obligate the Town of Smithfield to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFP or in the preparation for an attendance at subsequent interviews.

ANTICIPATED SCHEDULE

- | | |
|---|---------------------------|
| • RFP issued by Town | October 12 |
| • Clarification inquiries | November 5 |
| • Proposal due | November 8 (3:00 p.m.) |
| • RFP reviews and interviews (optional) | November 9-12 |
| • Contract negotiations | November 15-19 |
| • Award contract | December 2 |
| • Signed contract and COI | December 22 |
| • Project kickoff | January 3 |
| • Plan development | January, 2022 -July, 2022 |
| • Plan complete and submitted to Parks and Recreation | July 2022 |

**PARKS, RECREATION AND OPEN SPACE MASTER PLAN
PROPOSAL FORM**

To the Town of Smithfield, North Carolina

I have carefully examined the Request for Proposal, and any other documents, to include addenda (accompanying or made available) for this Request for Proposal to perform necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by the Town of Smithfield. It is the responsibility of the Proposer to ensure all addenda have been received.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

ALL OF THE REQUESTED SERVICES CAN BE PROVIDED FOR THE LUMP SUM AMOUNT OF

\$

Company Name: _____

Address: _____

City / State / Zip: _____

Email: _____

Phone: _____

Authorized Signature: _____ Date _____

Printed Name / Title: _____



Request for Proposals

**PARKS, RECREATION AND OPEN SPACE MASTER PLAN
TOWN OF SMITHFIELD, NORTH CAROLINA
ADDENDUM # 1
OCTOBER 29, 2021**

CONVERSION FROM RFP to RFQ

After additional discussions with administration, finance and planning departments, the original request for proposal will be converted to a Request for Qualifications. This is largely due to the threshold of the Mini-Brooks Act statute.

The scope, implementation, final plan, and requirements will remain in place. **We are asking firms not to submit a bid price for this project.** The budgeted amount for this project is \$ 60,000.

The selection committee will select the firm based on qualifications and negotiate a contract for the development of the Parks, Recreation and Open Space Plan.

December 17, 2021

Mr. Gary Johnson
Director, Parks and Rereation
Town of Smithfield
Smithfield, North Carolina 27571

**RE: Town of Smithfield
Comprehensive Parks and Recreation Master Plan
P202111779**

Dear Mr. Johnson,

We appreciate the opportunity to provide the following proposal for planning services related to development of a comprehensive parks and recreation master plan for a ten-year planning horizon.

PROJECT UNDERSTANDING

It is our understanding Town of Smithfield is interested in development of a comprehensive parks and recreation master plan for a ten-year planning horizon. The below outlines a scope of services needed to complete the master plan.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

Basic Services

R8.00 Staff & Stakeholder Meetings:

FEE: \$15,530

Kick-Off Meeting:

We will begin the planning process by conducting a virtual kick-off meeting with Town of Smithfield Parks and Recreation Department (SPRD) staff to review the goals and objectives, establish lines of communication, finalize the project schedule, outline the public engagement process, and begin gathering data. We welcome the Town invite staff from other departments who may have long-range planning initiatives that will influence the future of parks and recreation.

Asset Mapping - Staff: The project team will facilitate a two-hour, in-person asset mapping workshop with PRCR staff to better understand the existing status of the department. Asset mapping identifies an agencies strengths that build brand and market definition, while bringing awareness to threats to the park system and department that need resolution as part of this plan.

Draft Recommendations: The project team will facilitate a two hour in-person meeting with PRCR staff to present the plan’s summary of findings and draft recommendations and solicit input before finalizing and sharing with the public or Council.

1 Council Presentation: This scope provides for attendance at one Council meeting. We recommend this meeting be a work sessions scheduled independently of a standard agenda meeting.

- > Present draft OR final recommendations (in person, 2 hours)

This task assumes the Town will self perform interim project update meetings / presentations and attend a final council meeting for plan adoption.

Project Management: Comprehensive parks, recreation, greenway and open space plans require significant proactive communication and coordination between team members, Town staff, elected officials and other stakeholders. This task includes the following:

- > All correspondence (phone, email or other platform);
- > Management of project schedule;
- > Management of project budget and invoicing;
- > Attendance by two staff at byweekly meetings;
- > Execution of the McAdams QA / QC process; and
- > Any additional tasks associated with maintaining the project schedule, budget, or quality.

This scope and fee assume an eight (8) month project duration and approximately one hour of project management time per week. If the project timeline is extended for any reason, or if project management tasks exceed these assumptions, additional project management fees may apply.

R8.01 Community Engagement:

FEE: \$9,820

In a post-COVID world, our team has developed a hybrid approach to leverage the best of both in-person and virtual engagement strategies. We have experienced great success soliciting input from a variety of voices representing a broad transect of the community through in-person connections that drive residents to virtual platforms. While there is no substitution for the human connections and personal touch of in-person meetings, there are several virtual platforms that provide sophisticated input tools (**see optional services below**) for sharing project intent, soliciting georeferenced (mapped) comments, and providing a dedicated website to share project updates and upcoming events.

For this project, we propose the following **In-person engagement meetings:**

1 full day community engagement meeting: This meeting will take place at the onset of the project to introduce the public to the project purpose and intent, and solicit initial feedback from the public. This meeting will be used to drive participants to future virtual input methods and events. While the final format for the meeting will be determined in collaboration with the Town, this proposal includes up to 10 hours of time for two staff to attend a full day workshop, community event, traveling trunk show, or other meeting type.

One (1) Advisory Board Meeting: The project team will facilitate one advisory board meeting, at the onset of the project to solicit initial input. This proposal assume this meeting will be concurrent with another task and not require a separate trip. We welcome the advisory board to attend the public presentation of draft recommendations to provide additional input.

For this project, we propose the following **virtual engagement platform:**

Three (3) Focus Group Interviews: The project team will facilitate up to three (3) focus groups, lasting one hour each. The focus group attendees will be selected in collaboration with the Town and are intended to be topic specific.

One (1) Public Presentation of Draft Recommendations: The project team will use a virtual platform to present the draft plan recommendations to the public and solicit feedback.

Dedicated Project Website – See Optional Services below.

R8.03 Inventory and Analysis:

FEE: \$10,400

GIS + Base Mapping:

The team will obtain readily available GIS data from the Town and prepare a base map depicting existing parks and recreation facilities (locations / addresses / PIN numbers to be provided by the Town). The map will also show primary transportation routes, environmental features (streams, lakes, etc), and jurisdictional boundaries. The map will demonstrate where there are gaps in service as it relates to public parks.

Additionally, our team will use our GIS capabilities and ESRI's Social Vulnerability Index to evaluate park access as it relates to demographics and walkability. This analysis will allow the project team to identify any inequities as it relates to providing fare opportunities to all residents regardless of age, race, income or ability.

Review of Demographics + Recreation Trends

The Consulting Team will utilize the Town's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and

development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. For comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- > To understand the market areas served by the park and recreation system and distinguish customer groups; and
- > To determine changes occurring in the Town and region, and assist in making proactive decisions to accommodate those shifts.

The Town's demographic analysis will be based on US 2020 Census information, current projections, and 5 and 10 year projections. The following demographic characteristics will be included:

- > Population density;
- > Age Distribution;
- > Households;
- > Gender;
- > Race and Ethnicity; and
- > Household Income.

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the current issue of the Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, and ESRI local market potential. Additional recreation trends will be outlined using data sources such as participation trends from the Outdoor Foundation on outdoor recreation trends and current NRPA, the Trust For Public Land, and other industry publications.

Planning / Policy Context + Review of Relevant Documents

This task will include a comprehensive review of adopted plans and studies such as the Town's comprehensive plan, Unified Development Ordinance, or any other relevant planning documents such as transportation plans, previous comprehensive parks and recreation plans, or similar studies. This task will also include a review of relevant local, neighboring community, county and regional plans, as well as studies and policies related to parks, open space, greenways and trails. This task will also include review of local development fees compared to up to 3 peer agencies to determine if the statute requiring commercial developers to pay exaction appears legal and how the Town's fees compare with peer communities. ***Note: this review will be provided by a certified planner (AICP) but not a legal council and should be reviewed by a lawyer prior to considering text amendments.***

Site Visits and Inventory:

The project team will conduct a one (1) day tour of parks and facilities to gain a deeper understanding of the general character and condition of the park system. The park tours will be documented via digital photography and characteristics such as general condition and maintenance, perceived safety, access and connectivity and diversity of amenities will be noted. We invite Town staff to attend the park and facility tours to provide insight on perceived strengths and weaknesses of each park / facility. A summary will be provided describing the strengths and weaknesses of the system.

This task will also look at adequacy of staffing levels to maintain parks and make recommendations for improved efficiency or staffing levels.

L8.10 Statistically Valid Public Input Survey:

Fee: \$11,000

Team shall conduct the survey in a method that provides statistically valid data that can be used to identify current demands and future trends regarding recreation facilities, programs, events, and festivals. This will be accomplished by administering a statistically valid random sample survey to a minimum of 300 households within Town of Smithfield for use in short and long-range planning.

The team has the capabilities of administering the survey by mail, internet, or phone alone. However, we recommend using a combination of mail, internet, and phone. Given the negative impact Caller ID has had on phone survey response rates in recent years and the need to ensure diverse populations are well represented, we offer the combination mail/internet/phone to maximize the overall level of response. This approach enables the team to control the distribution of the survey instrument so that the respondents closely match the census demographics for the Town. It is anticipated that the survey will be up to 4 pages in length and take approximately 13-16 minutes to administer over the phone. This length will allow for a maximum of 15-20 questions, many with multiple components. Overall results for the survey will have a 95% level of confidence with a margin of error of + / - 5% overall.

The survey will be developed so that it can be seamlessly integrated into other master planning tasks. Questions will address a full range of strategically important issues such as:

- > Usage and satisfaction with current recreation facilities and programming;
- > The need for and identification of future programming;
- > The need and unmet need for indoor and outdoor recreation facilities;
- > Support for various revenue generating alternatives;
- > Partnership development; and
- > Overall service delivery.

The team will conduct up to eight cross-tabular comparisons of survey results by key demographic factors, such as gender, age of respondent, length of residency, income, users/non-users of recreation services, location of household, etc.

R8.04 Benchmarking & Level of Service (LOS):

Fee: \$1,500

During this phase the team will utilize the data gathered from reviews of current conditions, inventory, analysis, and public input to establish the existing Level of Service (LOS) within the parks and services provided. LOS may include (but are not limited to) metrics such as acres of parkland (open space) per 1,000 population, number of facilities per 1,000 population, operating budget per resident or acreage of parkland, miles of trails per 1,000 population, full time equivalent (FTE's) staff per acres of parkland, etc.

This task will also use NRPA park metrics for various performance indicators to determine how the department compares to peer agencies.

Based on the community and staff input, national benchmarking data from NRPA park metrics reports, custom benchmarking exercise as described above, best practices, user preferences as identified within the survey data and public input collected, and benchmarking data, a set of goals for future LOS will be determined. The goals will help to establish the long-range vision for future improvements to facilities, program participation, revenue recovery, staffing levels and other metrics used to measure department performance.

R8.05 Programing Analysis:

Fee: \$3,750

The project team will inventory all programs to determine how well the programs offered align with community need and available resources. The process will include evaluation of age groups served, identification of programs that are core to the department and community, and adequacy of staff, facilities and partnerships available to support the programs. Results from community engagement and the statistically valid survey will be used to make recommendations about new programs to introduce. This assessment will also evaluate program fees compared to up to 3 peer communities to determine if the Department is offering programs at a comparable rate for the current market.

Based on the outcome of the program analysis, the project team will make recommendations that aim to grow registration and retention rates, improve customer satisfaction, and increase revenue, with adequate staffing levels.

R8.06 Master Plan Document:

Fee: \$8,000

Based on all data collected and analyzed with comparison to the level of service goals established within the level of service task, the team will begin to formulate specific recommendations for each area of focus for the Town's Parks and Recreation Department (land, facilities, operations, programs, financing). In addition to recommendations for new facilities, specific recommendations may include improvements within the existing facilities and parks such as areas of maintenance, replacement, expansion, and or modification. The plan will also identify geographic gaps of service and provide useful information regarding locations for new facilities, parks and future land set asides.

Action & Implementation Plan:

Based on the Master Plan recommendations as identified above, the team will prepare an Action Plan that outlines the priority needs based on a 10-year planning horizon. The plan will include the recommendations that were identified by the team during the planning process. Each action item will be prioritized as short term, mid-term, or long term. The draft plan will be presented to Staff for comment. Based on such review comments, the Action Plan will be finalized and the final Master Plan presented at a Town Council meeting for approval and adoption.

Site Specific Concept Plan:

The project team will develop a high-level site concept plan to guide future development of 210 Park. The concept plan will consider the results of the community input and comprehensive plan recommendations for new and improved park amenities. The plan will depict park access points, parking, walkways, amenities, structures, and significant environmental features (as identified by readily available GIS or other on-line data sources) or areas for preservation.

Exclusions

- > Stream / wetland identification / delineation;
- > Geotechnical investigation;
- > Digital presentation or graphic renderings;
- > Regulatory investigation;
- > Coordination with local, state or federal regulatory agencies;
- > Written master plan document;
- > Cost estimate;
- > PARTF grant application or requirements; and
- > Additional community engagement.

Optional Services
R8.10 Coast Resilience Assessment:

FEE: \$4,250

Parks can play important roles in both sustainability and coastal resilience. The team will evaluate opportunities for the parks system to contribute to improve coastal resilience. Coastal Resilience is influenced on a watershed scale and a site specific scale. For watershed-scale resilience, the project team will use GIS and USGS data to identify priority landscapes for preservation (wetlands and salt marshes, maritime and established forests and dune systems) and to leverage ecosystem services. For site-specific scale resilience opportunities, the project team will identify opportunities for green stormwater infrastructure, flood accommodation and other strategies to improve coastal resilience.

R8.20 PARTF-Ready Site-Specific Master Plan:

FEE: \$28,500

Regulatory Review

The project team will review all regulatory constraints associated with development of the project site, including:

- > Relationship to adjacent existing parcels and neighborhoods;
- > Zoning ordinances and development standards; and
- > Stormwater or other environmental ordinances.

Site Analysis - McAdams will complete a site analysis, including one site visit to assess the existing physical, environmental, and aesthetic condition of the property 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.).

Electronic Base Map Preparation - This task includes preparation of an electronic base map (site survey data to be provided by the Town if available, otherwise readily available GIS data will be used) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (wetlands, streams, floodways / floodplain), adjacent roads, easements, utilities, site access, topography, existing structures, paving, etc.

Note: *This scope of services assumes GIS data is readily available and adequate for the level of planning desired. If a site survey, geotechnical exploration, jurisdictional waters determination or cultural / environmental studies are required, McAdams can provide these services at an additional cost.*

Community Engagement Meeting – To attain the maximum number of points on a PARTF grant application, a public engagement meeting dedicated to the project must be held. This task includes

facilitation of a four (4) hour in-person community engagement meeting or attendance at a local event to solicit feedback from attendees.

Parks + Recreation Advisory Board – This task allows for attendance at one virtual Parks and Recreation Advisory Board to solicit feedback on the proposed master plan. If additional attendance is requested, it may be combined with one of the meetings listed under the comprehensive plan.

Conceptual Plan - Based on information gathered from the site analysis, coordination with Town Staff, and results of the comprehensive plan, McAdams will develop up to two (2) preliminary concept plans for review by the Town staff. The concept plans will depict the overall design concept, recreation elements, location of amenities, vehicular and pedestrian circulation. The concept plans will be presented to staff for one round of comment and discussion. Based on the staff comments, McAdams will refine one of the preliminary concept plans into one final rendered master plan concept.

Based on the final conceptual design, the design team will provide a master plan level estimate of probable construction cost for phase I improvements meeting the requirements a PARTF grant application. Our team of skilled cost estimators and extensive project experience has allowed us to develop a database of construction costs from which to draw.

Staff Meetings:

This task includes:

- > One virtual meeting with Town staff to review the preliminary concept; and
- > One virtual meeting with Town staff to review final concept sketch before final color rendering.

PART F-Ready Master Plan Report

Based on the selected master plan design, and results of the studies and community engagement completed by McAdams and the Town, the project team will develop a complete master plan document summarizing the project process, existing conditions and proposed master plan design. The master plan document will include all elements required as part of a competitive PARTF grant application.

The project team will prepare a color-coded exhibit in compliance PARTF grant application.

Note: *this scope excludes preparation of the PARTF grant application*

Reimbursibles
K. Reimbursible Expenses

FEE: \$1,500 est.

Expenses shall be considered reimbursable and include but are not limited to the following:

- > Courier Trips;
- > Prints/ Mylars/ Copies; and
- > Mileage;

Extra Services
J. Additional Services:

When requested by the Client 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.

Fee Summary

TASK	FEE
BASIC SERVICES	
Staff & Stakeholder Meetings	\$ 15,530.00
Community Engagement	\$ 9,820.00
Inventory + Analysis	\$ 10,400.00
Statistically Valid Survey	\$ 11,000.00
Benchmarking + LOS	\$ 1,500.00
Programing Analysis	\$ 3,750.00
Master Planning Document	\$ 8,000.00
Total Basic Services	\$ 60,000.00
OPTIONAL SERVICES	
Coastal Resilience Assessment	\$ 4,250.00
PARTF-ready Site Specific Master Plan	\$ 28,500.00
Total Optional Services	\$ 32,750.00
Reimbursables (est.)	\$ 1,500.00

PROJECT 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. The following is the expected schedule for completion of work on this project:

The time limits and schedule set forth above have been agreed to by the Client 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.

CLIENT'S RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed;
- > Timely approval of draft reports presented for Client approval;
- > If needed, timely providing of information from other professional services;
- > Payment of all application and permit fees;
- > Payment of Engineering invoices; and
- > Notification to project manager of any problems.

EXCLUSIONS

The following services are not included in this Agreement:

- > Court appearances for litigation, or preparation for same;
- > Revised directives from Client after the site investigation has begun;
- > Design, engineering or surveying services not specifically described herein;
- >
- > Environmental investigations that are wetland/stream delineations, wetlands surveying, wetlands permitting; and
- > Detailed traffic studies or engineering.

GENERAL CONDITIONS

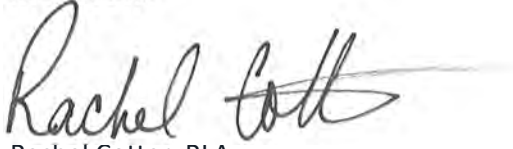
- > This proposal is valid for 30 days from the above date.
- > Owner and / or Client are responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Rachel Cotter, RLA
Director, Civic Spaces

RC/ms

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$200 / hour	Designer II	\$115 / hour
Senior Project Manager	\$180 / hour	Designer I	\$105 / hour
Project Manager	\$145 / hour	Senior CAD Technician	\$105 / hour
Senior Project Engineer	\$145 / hour	CAD Technician	\$85 / hour
Project Engineer	\$135 / hour	Survey Director	\$175 / hour
Intern	\$80 / hour	Survey Project Manager	\$140 / hour
Senior Landscape Architect	\$140 / hour	Project Surveyor	\$150 / hour
Landscape Architect	\$130 / hour	Survey Technician	\$95 / hour
Landscape Designer	\$110 / hour	Survey Crew (2 Man)	\$135 / hour
Senior Planner	\$175 / hour	SUE Project Manager	\$140 / hour
Planner	\$120 / hour	SUE Technician	\$65 / hour
GIS Manager	\$170 / hour	UAS Crew	\$225 / hour
GIS Technician	\$100 / hour	Senior Project Coordinator	\$90 / hour
Graphics / Media Design	\$75 / hour	Construction Services Manager	\$135 / hour
Technical / Grant Writer	\$85 / hour	Construction Services Professional	\$110 / hour
Technical Manager	\$140 / hour	Construction Observation	\$95 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00 / each	Oversize Mylar Sepia	\$20.00 / each
Paper Reproductions	\$2.00 / each	Mylar Sepia	\$15.00 / each
Specifications	\$0.10 / each	Paper Sepia	\$5.00 / each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

The proposal submitted by THE JOHN R. McADAMS COMPANY (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. PAYMENT

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.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 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 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other 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 work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become 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.

3. 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.

4. 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.

5. CHANGE ORDERS:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. SITE OPERATIONS:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. 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.

8. PROJECT SITE:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

9. SURVIVAL:

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

10. 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, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

11. STANDARD OF CARE:

CONSULTANT shall perform Agreement for CLIENT 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.

12. 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.

13. 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.

14. ARBITRATION:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

15. INDEPENDENT CONTRACTOR:

In carrying out its obligations, CONSULTANT shall be acting at all times 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

16. 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.

17. 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 the law.

18. 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 difference in character.

19. MERGER, AMENDMENT:

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

20. 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.



Request for Town Council Action

Consent
Agenda
Item
Date: 01/04/2022

DSDC Board
Appointments

Subject: Appointments to the Downtown Smithfield Development
Corporation's Board of Directors

Department: General Government

Presented by: Town Clerk – Shannan Parrish

Presentation: Consent Agenda

Issue Statement

The DSDC is requesting the Town Council appoint Mary Reece and reappoint Tim Depp and Jeremy Pearce to its Board of Directors

Financial Impact

There will be no impact to the budget.

Action Needed

Council approval of the appointments.

Recommendation

Staff recommends approval of this appointments.

Approved: Town Manager Town Attorney (not required)

Attachments:

1. Staff Report
2. Letters from DSDC Executive Director Sarah Edwards
3. Application – Mary Reece
4. Application – Tim Depp
5. Application – Jeremy Pearce



Staff Report

Consent DSDC Board
Agenda: Appointments

The Downtown Smithfield Development Corporation's Board of Directors is recommending the appointment of Mary Reece of Reece and Reece Law Firm located at 121 South Third Street, Smithfield to serve on the DSDC Board of Directors. They are also recommending the reappointments of Tim Depp and Jeremy Pearce to continue serving on the DSDC Board of Directors.

Pursuant to the Downtown Smithfield Development Corporation by-laws, any appointment to the Board must be approved by the Town Council.



December 10, 2021

Mrs. Shannan Parrish
Town Clerk
Town of Smithfield
PO Box 761
Smithfield, NC 27577

Re: DSDC Board Appointments

Dear Mrs. Parrish and the Smithfield Town Council,

As stated in Paragraph 8 of the Downtown Smithfield Development Corporation bylaws:

Vacancies on Board. When a vacancy shall occur on the Board of Directors, the remaining members of the Board shall nominate and elect a person to fill the vacancy and the nominee shall become a Director upon approval by resolution of the Smithfield Town Council.

The Board of Directors of the Downtown Smithfield Development Corporation would like to recommend that Mary Reece be appointed to the Downtown Smithfield Development Corporation board. I have attached her application for your review.

The Downtown Smithfield Development Corporation is formally requesting approval and asks that this be placed on the consent agenda for the Town Council's January meeting.

Thank you in advance for your consideration. Please feel free to contact me if you have any questions.

Sincerely,

Sarah Edwards
Executive Director



Downtown Smithfield Development Corporation Board of Directors Candidate Application

Name: Mary McCullers Reece

Business: Reece & Reece, Attorneys at Law

Business Address: 121 S. Third Street, Smithfield, NC 27577

Email: maryreece14@gmail.com Cell Phone: 919 631-2409 Business Phone: 919 300-1249

Home Phone: 919 631-2409

Home Address: 710 Sunset Drive Smithfield, NC 27577

Brief Biography I am a proud graduate of SSS, Class of 1987. After high school, I attended and graduated from Duke University in 1991 and the University of North Carolina at Chapel Hill School of Law in 1994. I returned to Smithfield in 2001 to practice law with my husband, Mike Reece. We have practiced together on Third Street in downtown Smithfield as Reece & Reece since 2010. Our two children have attended Smithfield's schools (South Smithfield, Smithfield Middle, and SSS), where I have actively supported the schools' academic, athletic, and musical programs.

Specific Qualifications for DSDC Board of Directors

As a business and property owner in the downtown historic district, I am keenly aware of the need to cultivate a vital downtown that welcomes mindful growth. As a native of Smithfield, I appreciate Smithfield's rich history and the need to preserve it. In my law practice, as well as in my volunteer positions, I have advocated for Smithfield's people and schools. With Johnston County's explosive growth, it is more important than ever that Smithfield, and particularly its downtown, have advocates committed to its wellbeing. I would love to work for the good of our downtown as part of this Board.

Committee (indicate which committee best suits your interests):

X Promotions

Marketing Downtown Smithfield through events and advertising to attract customers, potential investors, new businesses, residents, and visitors.

Design & Physical Improvement

Enhancing Downtown Smithfield's physical appearance through building rehabilitation, compatible new construction, public improvements, and design management systems.

Economic Development

Strengthening Downtown Smithfield's economic base and creating new opportunities through careful analysis and appropriate mixed-use development.

List three results you would like to see the DSDC accomplish

1. Attract new businesses to fill some of the newly empty buildings (and some of the old ones) downtown
2. Promote partnerships between the downtown businesses and the Smithfield area schools
3. Continue to promote activities that draw people downtown for recreation and shopping - Third StrEATery, carriage rides, wine walk, etc.

Membership in other organizations

Organization	Dates	Activities/Leadership
SSS Band Boosters Board	2020-21	fundraising chair
SMS Athletic Boosters	2016-19	treasurer, board member
SSE PTA , Advisory Council	2012-15	president, treasurer
Plant A Row for the Hungry	2020-21	volunteer
Concerned Citizens/ Successful Schools	2015-21	advocate for local schools

Please submit application to:
Downtown Smithfield Development Corporation
200 S. Front Street
Smithfield, NC 27577



December 21, 2021

Mrs. Shannan Parrish
Town Clerk
Town of Smithfield
PO Box 761
Smithfield, NC 27577

Re: DSDC Board Appointments

Dear Mrs. Parrish and the Smithfield Town Council,

As stated in Paragraph 8 of the Downtown Smithfield Development Corporation bylaws:

Vacancies on Board. When a vacancy shall occur on the Board of Directors, the remaining members of the Board shall nominate and elect a person to fill the vacancy and the nominee shall become a Director upon approval by resolution of the Smithfield Town Council.

The Board of Directors of the Downtown Smithfield Development Corporation would like to recommend that Tim Depp and Jeremy Pearce be reappointed to the Downtown Smithfield Development Corporation board. I have attached their applications for your review.

The Downtown Smithfield Development Corporation is formally requesting approval and asks that this be placed on the consent agenda for the Town Council's January meeting.

Thank you in advance for your consideration. Please feel free to contact me if you have any questions.

Sincerely,

Sarah Edwards
Executive Director



**Downtown Smithfield Development Corporation
Board of Directors Candidate Application**

Name JEREMY PEARCE
Business The Insurance Shoppe
Business Address 1709 S. BRIGHTLEAF BLVD, Smithfield NC 27577
Email JPEARCE@theinsurancehoppe.com Cell Phone 919-631-9257
Business Phone 919-934-7188 Home Phone N/A
Home Address 409 E 1st St, Smithfield NC 27577

Brief Biography

- lifelong resident of Johnston County, moved to Downtown Smithfield in 2017
- MARRIED with two kids & two dogs - Julie (wife), CAROLINE (4), ANNA (2)
- MBA from EAST CAROLINA
- President - The Insurance Shoppe of North Carolina
- member of First Presbyterian church in Smithfield

Specific Qualifications for DSDC Board of Directors

- Current Board member (TREASURER)
- I live Downtown and want to see our ^{Downtown} town succeed & grow

Committee (indicate which committee best suits your interests):

- Promotions**
Marketing Downtown Smithfield through events and advertising to attract customers, potential investors, new businesses, residents, and visitors.
- Design & Physical Improvement**
Enhancing Downtown Smithfield's physical appearance through building rehabilitation, compatible new construction, public improvements, and design management systems.
- Economic Development**
Strengthening Downtown Smithfield's economic base and creating new opportunities through careful analysis and appropriate mixed-use development.

List three results you would like to see the DSDC accomplish

1. Attract ^{New} Downtown Businesses & Brewery
2. Increase Pedestrian & Vehicle Accessibility to Downtown Businesses
3. Continued Promotions to Enhance growth of After-hour Entertainment options

Membership in other organizations

Organization	Dates	Activities/Leadership
DSDC	JAN 2019 to Current	
Smithfield Appearance Commission	FEB 2019 to FEB 2021	
Smithfield Board of Adjustments	Dec 2020 to Current	

Please submit application to:
Downtown Smithfield Development Corporation
200 S. Front Street
Smithfield, NC 27577



**Downtown Smithfield Development Corporation
Board of Directors Candidate Application**

Name TIM DEPP

Business _____

Business Address _____

Email TIM@GROUNDSONEAL.COM Cell Phone 919-255-8947

Business Phone 980-200-1280 Home Phone N/A

Home Address 1205 TRAKER STREET SMITHFIELD, NC 27577

Brief Biography

SMALL BUSINESS OWNER SINCE 2013. ATTENDED NCSU
FROM 2003-2005. RESIDENTIAL HOME BUILDER FROM
2005-2009. LICENSED LANDSCAPE CONTRACTOR SINCE 2012.

Specific Qualifications for DSDC Board of Directors

ACTIVE IN THE TOWN OF SMITHFIELD

CURRENTLY SERVING ON DSDC BOB

CURRENTLY SERVING ON APPEARANCE COMMISSION

Committee (indicate which committee best suits your interests):

- Promotions**
Marketing Downtown Smithfield through events and advertising to attract customers, potential investors, new businesses, residents, and visitors.
- Design & Physical Improvement**
Enhancing Downtown Smithfield's physical appearance through building rehabilitation, compatible new construction, public improvements, and design management systems.
- Economic Development**
Strengthening Downtown Smithfield's economic base and creating new opportunities through careful analysis and appropriate mixed-use development.

List three results you would like to see the DSDC accomplish

1. CONTINUE TO GROW DOWNTOWN SMITHFIELD BUSINESSES

2. REVITALIZE DOWNTOWN

3. ATTRACT NEW BUSINESS AND RESTAURANTS

Membership in other organizations

Organization	Dates	Activities/Leadership
APPEARANCE COMMISSION	2021 - PRESENT	
DSDC	2021 - PRESENT	

Please submit application to:
Downtown Smithfield Development Corporation
200 S. Front Street
Smithfield, NC 27577



Staff Report

Consent
Agenda
Item: New Hire / Vacancy Report

Background

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician (2 positions)	PU – Electric	31-72-7230-5100-0200
Fire Marshal	Fire	10-60-6220-5100-0200
IT Support Specialist	General Government	10-10-4100-5100-0200
	PU – Water/Sewer (1/3)	30-71-7220-5100-0200
	PU – Electric (1/3)	31-72-7230-5100-0200
Police Officer I – Patrol (6 positions)	Police	10-20-5100-5100-0200
Police Officer – Administration	Police	10-20-5100-5100-0200
P/T Collections Assistant	PU – Electric/CS	31-72-7230-5100-0200
Payroll/Accounting Technician II	Finance	10-10-4200-5100-0200
	PU – Water/Sewer (1/3)	30-71-7220-5100-0200
	PU – Electric (1/3)	31-72-7230-5100-0200
Pump Station Mechanic	PU – Water Sewer	30-71-7220-5100-0200
Sanitation Equipment Operator	PW - Sanitation	10-40-5800-5100-0200
Sanitation Worker	PW - Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200
Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200

Action Requested

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Firefighters (5 positions)	Fire	10-20-5300-5100-0210	\$17.60/hr.
P/T Athletics Staff	P&R-Recreation	10-60-6200-5100-0210	\$10.00/hr.

Business Items





Request for Town Council Action

Business
Agenda
Item:
Date: Request
to sell
real
property
12/07/21

Subject: Request to Sell Real Property
Department: General Government
Presented by: Town Manager - Michael Scott
Presentation: Business Agenda Item

Issue Statement

The Town Manager has been approached by an interested party to ascertain if the Town was interested in selling a lot it owns at 801 Second Avenue in Smithfield. The lot is available to sell should the Council so desire.

Financial Impact

Income received from the sale of the lot.

Action Needed

Approve the sale of the lot at 801 Second Avenue, Smithfield NC by Resolution No. 692 (01-2022)

Recommendation

Sell the property at 801 Second Avenue via an upset bid process consistent with NC General Statutes through adoption of Resolution No. 692 (01-2022)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Initiation Bid
3. Map of Location
4. Resolution No. 692 (01-2022)



Staff Report

Business
Agenda
Item: Request
to Sell
Real
Property

The Town is being asked to sell the empty lot at 801 Second Avenue. The Town acquired the lot several years ago following what appears to be a condemnation. The house that originally was located on the property has been removed and the lot is currently empty and requires normal maintenance from town staff such as mowing. Under NC G.S. 160A-268, 269, & 270, the Town can sell real property through the method of sealed bids, upset bids, or public auction. The lot currently provides no service to the Town of Smithfield and appears it would be better used if owned by a private citizen. Staff is recommending the Council approval an upset bid process to sell the lot.

800 Block of Second Avenue



Property Owner:
Town of Smithfield

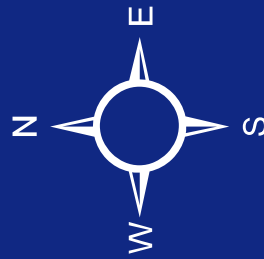
Location: 801
Second Avenue

Calculated Acreage
0.173

PIN# 169311-56-3859

Tax ID# 15066004

Existing Zoning:
R-6 (Residential)



From: Michael Scott michael.scott@smithfield-nc.com
Subject: Upset Bid 801 2nd Ave
Date: November 18, 2021 at 2:05 PM
To:
Cc: Shannan Parrish shannan.parrish@smithfield-nc.com



Ms Darden,

Thanks for contacting me regarding the purchase of 801 South 2nd Avenue in Smithfield. Attached to this email is an explanation of the upset bid process used for the purchase of real property in North Carolina. I will need you to sign the attached Initiation Bid and send the original signed copy back to the Town Clerk at:

Shannan Parrish
Town Clerk, Town of Smithfield
PO Box 761
Smithfield, NC 27577

This must be received by November 30th in order for us to proceed with the December meeting. Otherwise we can reschedule for January 4th. If you have any questions you can contact me at the information below or contact the Town Clerk, Shannan Parrish at 919-934-2116 ext. 1108. I have copied her on this email.

Have a great day.

Michael L. Scott

Smithfield Town Manager
350 East Market Street
PO Box 761
Smithfield, NC 27577
919-934-2116 ext. 1104
michael.scott@smithfield-nc.com



Local Government Property Disposal Procedures
Sale by Negotiated Offer and Upset Bid (G.S. 160A-269)

Listed below are the basic procedures required under state law for disposing of personal and real property by the negotiated offer and upset bid procedure.

Step 1 Unit receives an offer to purchase property. The unit may solicit offers informally, and may negotiate with a prospective buyer prior to initiating the upset bid procedure.

Step 2 Consensus-based dispute resolution procedure concerning the offer and upset bid procedure.



- Step 2 Governing board adopts a resolution accepting the offer and authorizing the upset bid procedure. The offeror deposits 5% of bid amount with clerk while upset procedure takes place.
- Step 3 Publish advertisement for upset bids in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized). The advertisement must describe the property to be sold, the terms and conditions of the sale, and the requirements for submitting a qualifying upset bid within 10 days after the date of publication: a qualifying upset bid must be an amount at least 10% of the first \$1000 of the original offer and 5% of the remainder. Bidders must submit qualifying upset bids within 10 days after date of advertisement and their bids must be accompanied by a 5% bid bond or deposit.
- Step 4 If a qualifying upset bid is received, repeat the advertisement and upset bid process until no additional qualifying upset bid is received.
- Step 5 After no additional qualifying upset bids have been received, governing board awards to the highest responsive, responsible bidder or rejects all bids.

Template resolutions and notices of sale are available on the School of Government's Local Government Procurement and Property Disposal microsite under "Sample Property Disposal Forms"
www.ncpurchasing.unc.edu

Michael Scott, Town Manager
 Greg Siler, Finance Director
 Tim Kerigan, Human Resources/PIO
 Shannan Williams, Town Clerk



350 East Market Street
 Post Office Box 761
 Smithfield, NC 27577

Beth McKeel, Administrative Assistant

Telephone: 919.934.2116

Fax: 919.989.8937

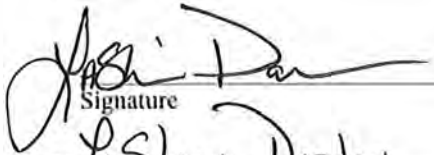
Initiation of Upset Bid Process

November 18, 2021

801 Second Avenue, Smithfield NC 27577

Pursuant to NCGS 160A-269 I, the undersigned, have negotiated a beginning bid price of \$_5,000_____, for the purchase of the property owned by the Town of Smithfield and located at 801 Second Avenue, Smithfield NC, 27577. I understand this is a beginning bid and must be approved by a

resolution of the Town Council, at its December 7, 2021 regular meeting. Should the Town Council approve such starting bid amount, I will be required to post a 5% bid bond or deposit in cash, cashiers check or certified check with the clerk of the Town of Smithfield. This will begin the upset bid process for the sale of the property located at 801 Second Avenue, Smithfield NC 27577. Upon completion of the bid process the Smithfield Town Council may elect to award the property to the highest responsive, responsible bidder, or may reject all bids.


Signature

J. Shont DARDEN
Print Name

11 23 20 21
Date

**Town of Smithfield
Resolution No. 692 (01-2022)
Authorizing Upset Bid Process
Negotiated Offer and Upset Bid (G.S. 160A-269)**

WHEREAS, the Town of Smithfield owns certain property, an empty lot located at 801 2nd Avenue, Smithfield NC; and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the Town has received an offer to purchase the property described above, in the amount of \$5,000, submitted by Lashion Darden of Wilmington; and

WHEREAS, Lashion Darden will pay the required five percent (5%) deposit on her offer prior to publication;

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

1. The Town Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that
 - the Town Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
 - the buyer must pay with cash at the time of closing.
8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate town officials are authorized to execute the instruments necessary to convey the property Lashion Darden.

Adopted January 4, 2022.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Business
Agenda
Item: Fuel Tank
Removal
Date: 01/04/2022

Subject: Immediate Removal of Fuel Tanks and Pumps
Department: Fire Department
Presented by: Fire Chief – Mike Brown
Presentation: Business Agenda Item

Issue Statement

To eliminate potential environmental issues by removing aging fuel tanks and pumps at Fire Station One at 111 S. Fourth Street.

Financial Impact

Approved Budget Amount for FY 2021-2022: 0
Amount of Contract if approved: \$15,562.00

Action Needed

Approve the removal of tanks and pumps ASAP at Fire Station One

Recommendation

Recommend that bid be awarded to Geological Resources based on scope of work presented.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bids obtained from Geological Resources Inc, Eastern Environmental Management, & Terraquest Environmental Consultants.



Staff Report

Business
Agenda
Item: Fuel Tank
Removal

The 1000-gallon Diesel tank and 500-gallon Unleaded tank were installed when Fire Station One was built. The aging tanks and yearly maintenance outweighs the cost of convenience for getting fuel from other local resources. On 7/22/2021, Petrotest Petroleum Compliance Testing Specialist stated the tanks needed to be cleaned at a cost of 10K – 12K. An invoice for maintenance for 2021 was \$1,345.43 at which time, Mathew Jenkins CEO of the company stated the pumps needed to be replaced. The removal of the tanks would be the best option as the concrete pad above the area is cracked and shows a wash out under the concrete pad above the tanks.

The Town received a notice from the NC Department of Environmental Quality (DEQ) 2 violations citing the tanks need to be pressure tested at an estimate of \$350.00 per tank. The tanks could be locked out for use by the state until test is performed. We have one month to comply.

The Fire Dept is currently using the fuel to empty the tanks to help reduce cost of excess fuel that may have to be pumped out prior to removal. All estimates identify additional cost that could be incurred with unforeseen issues. These include the amount of back fill dirt needed in the event the tanks are ruptured and the amount of contaminated soil that may need to be removed. Extra rocks and dirt for compaction will be an extra cost.

The below quotes are estimates only and could vary again depending on the unforeseen issues once the tanks are exposed.

Geological Resources, Inc.	\$ 15,562.00
Eastern Environmental Management	\$ 15,245.00
Terraquest	\$ 18,365.00



Geological Resources, Inc.

November 5, 2021

Mr. Michael Brown
Smithfield Fire Department
111 South Fourth Street
Smithfield, North Carolina 27577

RE: Proposal #21-687
UST Closure
Smithfield Fire Department
111 South Fourth Street
Smithfield, Johnston County, North Carolina 27577
Facility ID #00-0-0000021011
GRI Project #5891

Dear Mr. Brown:

Geological Resources, Inc. (GRI) presents this proposal to conduct underground storage tank (UST) closure activities at the above referenced site. All proposed closure activities will be conducted in accordance with the latest published guidance documents from the North Carolina Department of Environmental Quality's (NCDEQ) UST Section.

Please note previous release, identified as incident #19321, was closed by NCDEQ with a No Further Action (NFA). NCDEQ will require pre-approval prior to conducting the closure activities for the assessment and remedial costs to be considered reimbursable by the NCDEQ Leaking Underground Storage Tank Trust Fund. Upon approval to proceed, GRI will submit the pre-approval request to NCDEQ.

This proposal is based upon the UST system components, scope of work, and assumptions and responsibilities listed below.

UST COMPONENTS, CAPACITIES AND CONTENTS

- (1) 500-gallon gasoline UST
- (1) 1,000-gallon diesel UST

SCOPE OF WORK

GRI will prepare and submit a *UST-3 Notice of Intent: UST Permanent Closure or Change-in-Service* form to the NCDEQ. The closure activities can commence within 30 days of submittal of the UST-3 form. GRI will obtain a UST removal permit from your office. GRI will prepare a site-specific health and safety plan as required by 29 CFR 1910.120. All GRI site personnel will be current with the training requirements specified in 29 CFR 1910.120.

3502 Hayes Road • Monroe, North Carolina 28110
113 West Firetower Road, Suite G • Winterville, North Carolina 28590
Phone (704) 845-4010 • (888) 870-4133 • Fax (704) 845-4012

GRI will provide equipment and personnel to remove the asphalt/concrete over the UST system. All removed concrete/asphalt will be transported off site for disposal. GRI will provide an excavator and operator to remove the soils overlaying the USTs and piping. Prior to removal, the atmosphere of each UST will be checked for explosive vapors with a LEL/O₂ meter. The USTs will be purged/inerted, as necessary, until LEL/O₂ readings indicate that the UST atmospheres are within acceptable ranges for removal. The removed tanks and product piping will be placed onto trucks and transported off-site for disposal. A disposal manifest for the tanks will be provided.

Following UST removal, GRI personnel will collect samples in accordance with applicable NCDEQ sampling guidelines and protocol. GRI will collect the appropriate number of soil samples from beneath the USTs, product piping and from each potential truckload or stockpile of suspected contaminated soil. The samples will be screened on site using ultraviolet fluorescence (UVF) for gasoline-range organics and diesel-range organics (GRO/DRO). Soils that exhibit concentrations above the regulatory action levels (RALs) for GRO and/or DRO will be transported off site for disposal. Soils with GRO/DRO results less than the RALs will be placed back into the excavation as fill material.

Over-Excavation (if required)

If the soils from the excavation are determined by screening to exceed the Regulatory Action Levels (RALs), the removal of and disposal of those soils is required and GRI will follow the current NCDEQ *Underground Storage Tank Trust Fund Reasonable Rate Task Scope of Work Document* (RRD) for removal and transportation of the contaminated soils. GRI will request formal pre-approval from the NCDEQ Incident Manager and/or the Trust Fund Branch for soils that exceed the excavation tonnage limitations established in the NCDEQ RRD.

All NCDEQ approved excavated soils requiring disposal will be placed into trucks and transported to a permitted disposal facility. Electronic weight tickets and manifests will be provided for all transported soil requiring disposal. Total tonnage removed will be based on the weight tickets stamped by a North Carolina licensed weigh master.

Following excavation activities, GRI will backfill the excavation to grade level with clean fill material. The backfill will be compacted using the excavation equipment. Costs for compaction of the fill material and replacement of surface cover are not included in this proposal. **The cost for covering the excavated areas with gravel is not included in this proposal but can be completed for \$550/load.**

Following receipt of the laboratory data, GRI will prepare a 20-Day Report and/or an Initial Abatement Action Report for the site (report type is dependent upon the presence and phase type of petroleum contamination). The report(s) will be signed and sealed by a geologist or engineer licensed by the State and will be suitable for submittal to the NCDEQ.

ASSUMPTIONS AND RESPONSIBILITIES

Please acknowledge that you understand and agree to each assumption by initialing in the spaces provided below.

- GRI will have NC ULOCO mark all utilities and underground impediments. Please note that GRI is not responsible for locating utilities not marked by NC ULOCO. GRI will hire a private utility locator

3502 Hayes Road • Monroe, North Carolina 28110
113 West Firetower Road, Suite G • Winterville, North Carolina 28590
Phone (704) 845-4010 • (888) 870-4133 • Fax (704) 845-4012

to mark the subsurface utilities and impediments located within the proposed area of excavation. Please note that utilities and lines such as water, sewer, cathodic protection, etc. may be located within the excavation area and may be required to be removed and replaced in order to remove the UST components. GRI is not responsible for repair and replacement costs of damaged utilities, lines or impediments in the area of excavation. _____

- GRI assumes all activities will be completed in an expeditious manner and that closure activities can begin upon arrival at the site. No standby time is included in this proposal. Standby time, if necessary, will be billed on a time and materials basis. _____
- GRI assumes that the USTs are emptied of all contents. Client is responsible for emptying the USTs and product lines of all product/water/sludge prior to closure activities. Costs to remove and dispose product/water/sludge will be billed at \$150/hour portal to portal and \$0.75 per gallon. _____
- GRI assumes that no hazardous waste is encountered at the site. Costs for sampling, handling, transportation and disposal of hazardous waste are not included in this proposal. _____
- GRI assumes that all activities will be conducted during normal business hours (M-F; 0700-1700). GRI assumes that 1-2 days will be required to complete the UST closure activities. _____
- GRI assumes that the number of USTs, UST contents and capacities referenced above are accurate. Differences in the UST system components may result in higher sampling and UST disposal costs. _____
- Compaction of the excavation will be conducted with the excavator bucket. No compaction testing or standard level is included. _____
- All items that deviate from the scope of work will be billed on a time and material basis. Necessary items that deviate from this proposal (i.e. over-excavation activities, monitoring well installation, etc.) which are applicable to the site deductible and/or are reimbursable, will be billed at the applicable rates specified in the current NCDEQ *Underground Storage Tank Trust Fund Reasonable Rate Document* (RRD). _____

ESTIMATED COSTS

Services	Quantity	Rate	Unit	Total
Project Management	5	\$100.00	hour	\$500.00
Health and Safety Plan	1	\$150.00	site	\$150.00
Private Utility Locator	1	\$1,500.00	day	\$1,500.00
Tank Removal Permit	2	\$110.00	tank	\$220.00
Tank Inertion (air compressor, F-500 and LEL/O ₂)	1	\$900.00	event	\$900.00
UST Excavation, Removal and Disposal	1	\$6,500.00	event	\$6,500.00

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113 West Firetower Road, Suite G • Winterville, North Carolina 28590
Phone (704) 845-4010 • (888) 870-4133 • Fax (704) 845-4012

Proposal #21-687
 UST Closure
 Smithfield Fire Department
 Smithfield, North Carolina
 Page 4 of 4

Services	Quantity	Rate	Unit	Total
Concrete Removal and Disposal (estimated)	1	\$500.00	load	\$500.00
Concrete Cutting	15	\$9.00	foot	135.00
Security Fence	1	\$500.00	event	\$500.00
Supervision and Sample Collection	1	\$1,100.00	day	\$1,100.00
Backfill of UST Void	22	\$16.00	ton	\$352.00
Onsite Mobile Lab (UVF)	1	\$1,500.00	day	\$1,500.00
Per Diem (2 people x 1 nights)	2	\$150.00	night	\$300.00
UST Closure Report (20-Day & IAAR)	1	\$1,405.00	report	\$1,405.00
Estimated Total				\$15,562.00

Additional Costs (if needed)	Quantity	Rate	Unit	Total
Trust Fund Eligibility Application	1	\$250.00	app.	\$250.00
Trust Fund Reimbursement Claim	1	\$400.00	claim	\$400.00

All contaminated soil excavated will be loaded and transported off-site for disposal if UVF results are greater than the regulatory action level for GRO and/or DRO. If petroleum contamination is noted in the excavation, then over-excavation is required. Excavation, supervision, transport and disposal, and backfill activities will be performed at the NCDEQ RRD and verified by manifest/weight tickets.
 _____ (please initial approval)

Please note that activities are proposed on unit pricing and the units are estimated. GRI will only invoice actual charges incurred. To authorize, please sign and return the attached Services Agreement by mail, email to cab@geologicalresourcesinc.com or fax to (704) 845-4012.

If you have any questions regarding this proposal, please feel free to contact me at (704) 900-4957 or (704) 845-4010. GRI appreciates the opportunity to provide these services to you.

Sincerely,
 Geological Resources, Inc.



Christa Benton
 Marketing Assistant

attachment

3502 Hayes Road • Monroe, North Carolina 28110
113 West Firetower Road, Suite G • Winterville, North Carolina 28590
Phone (704) 845-4010 • (888) 870-4133 • Fax (704) 845-4012

PROFESSIONAL SERVICES AGREEMENT
In Reference to Proposal # 21-687

I. **SERVICES.** Geological Resources, Inc. ("GRI") proposes to perform the services for the undersigned client ("CLIENT") at the fees and costs set forth in the scope of services and cost proposal attached hereto and incorporated herein by reference (the "Services"). GRI represents and warrants that the Services will be performed in a manner consistent with customary industry standards. No other representation, warranty, or guaranty, expressed or implied, is intended.

II. **FEES.** GRI reserves the right to revise its fee schedule subject to thirty (30) days written notice. In the event GRI revises its fee schedule, CLIENT shall have fifteen (15) days from receipt of notice of the revision to determine whether to terminate this Agreement. Any revision to the Services shall be pursuant to a written change order agreed to in advance by CLIENT and made a part of this Agreement.

III. **CONFIDENTIALITY.** The Services are solely for the benefit of CLIENT. This Agreement shall not be construed as creating any contractual relationship of any kind between GRI and any third party. The information and materials provided by GRI to CLIENT in connection with the Services shall be utilized by CLIENT only for the purposes contemplated by this Agreement, and shall not be provided by CLIENT to third parties without the prior written consent of GRI, except that GRI agrees that information and materials provided by GRI to CLIENT may, if required, be provided to and used by governmental regulatory agencies, CLIENT's attorneys, and pursuant to any valid court order. GRI agrees that all reports and other documents prepared for CLIENT pursuant to this Agreement are the property of CLIENT. GRI also agrees that it will not disclose to any third party any documents, reports, laboratory data or other information generated, created or produced for CLIENT pursuant to this Agreement unless required by law, pursuant to a valid court order, or upon written instruction of CLIENT.

IV. **CLIENT DISCLOSURES.** CLIENT shall notify GRI of any known or suspected hazardous substances or conditions on the property upon which the Services are to be performed which in anyway relate to or affect the Services and GRI shall have the right to rely on the accuracy of such CLIENT-furnished information. Thereafter, GRI shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against such possible hazards and to prevent adverse impacts to the environment. The cost of such measures shall constitute a revision to the Services and shall be managed in accordance with Section II of this Agreement.

V. **RIGHT OF ENTRY.** GRI is to have free access to the applicable properties at the times and on the dates Services are scheduled. Delays to GRI are subject to waiting time charges to the extent such delays are caused by CLIENT or its employees, contractors or agents. GRI shall take reasonable and customary precautions to prevent damage to CLIENT's property. CLIENT understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or on which the preventative measures are taken. Accordingly, CLIENT waives any claim against GRI and its subcontractors and agrees to defend, indemnify and hold GRI and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon GRI's gross negligence.

VI. **INDEMNIFICATION.** GRI will defend, indemnify and hold harmless CLIENT and its representatives, agents, employees and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines and damages of any nature whatsoever, including reasonable attorney's fees, expert witness fees, consultant fees and court costs (collectively "Legal Claims and Costs") arising or resulting from (1) GRI's breach of this Agreement; and/or (2) GRI's negligence or intentional misconduct. In addition to the specific provisions set forth above, CLIENT will defend, indemnify and hold harmless GRI and its representatives, agents, employees and successors and assigns from and against any and all Legal Claims and Costs arising or resulting from (1) CLIENT's breach of this Agreement; and/or (2) CLIENT's negligence or intentional misconduct, and (3) the existence of any hazardous substance or condition at any site(s) where Services are performed, unless the negligent conduct of GRI exacerbates and causes the spread of such hazardous substance(s) or the development of such hazardous condition.

VII. **PAYMENT TERMS** CLIENT agrees to pay all charges as set forth in the **GRI Proposal # 21-687**. Payment is due upon receipt of invoice. GRI reserves the right to interim bill for services provided over a period of time greater than 30 days. Payments not received within 30 days of invoice date are subject to a finance charge of 1.5% per month (18% annually).

VIII. **COMPLETE AGREEMENT.** This Agreement, along with its attachments, including the **GRI Proposal # 21-687** incorporates all of the provisions and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter of this Agreement. The terms and conditions expressed in this Agreement shall not be altered except in writing, signed by both parties.

IX. **APPLICABLE LAW.** This Agreement is governed by, and will be construed in accordance with the laws of the state where such property is located.

Executed as of the latest date set forth below.

GRI:

GEOLOGICAL RESOURCES, INC.



By: _____

Date: 11/05/2021

CLIENT:

**Smithfield Fire Department
Michael Brown**

By: _____

Date: _____

Estimate

PO Box 4030
Rocky Mount, NC 27803

Date	Estimate #
11/9/2021	P-62028-1

Name / Address
Smithfield Fire Department Michael W. Brown 111 South Fourth Street Smithfield, NC 27577

Project

Description	Qty	Rate	Total	U/M
<p>Contract Services - UST Removal services EEM to provide the necessary labor, equipment & materials to remove pump-out the residual fuel from the two UST's (1,000 gal tank and a 550 gal tank), the concrete cover over the tanks, removal & disposal of the tanks, sampling of the excavation pit(s) per NC-DENR guidelines and removal / capping of the vent lines. The excavation will be backfilled and compacted with clay fill and 4-6" of ABC stone capping the top since in a parking lot. EEM has included all permit fees, concrete disposal & Geological fees associated with the project based on a clean closure (No Contamination). Price is based on Monday-Friday at regular time rates. All extras including contamination will be addressed as a Change Order at the time before proceeding. EEM will require free & clear access to the parking lot for 2-days to complete our work.</p> <p style="text-align: center;">Extras and Change Orders</p> <ol style="list-style-type: none"> Over 100 gallons total to be disposed of from both tanks. Any soil contamination will be excavated, loaded, hauled & disposed of by the ton. Any additional concrete/asphalt removal & disposal outside the original lines of the tank pit and curb limits are needed. If any compaction testing is required or needed. (Parking lot) Any additional samples / reporting required by the State NC-DENR for contamination issues <p>Acceptance of Proposal & Notice to Proceed:</p> <p>Printed Name of Buyer Signature Title PO# Date</p>	1	15,245.00	15,245.00	ea
<p>Federal ID# 56-2229869 Invoices not paid in 30(thirty) days, subject to 1.5 % monthly FIN Charges.</p>			Total	\$15,245.00

Phone #	Fax #	E-mail
2524432224	252-972-9940	CBAINES@EASTERN-ENVIRONME...



November 11, 2021

Michael Brown
Town of Smithfield Fire Department
111 S. Fourth St.
Smithfield, NC 27577

Re: Underground Storage Tank Closure Removal Proposal
Town of Smithfield Fire Department
NCDEQ DWM-UST Facility ID: 00-0-0000021011

Dear Mr. Brown:

Thank you for allowing us to provide you with a quote for the closure of underground storage tanks (USTs) at the Town of Smithfield Fire Department located at 111 S. Fourth St. in Smithfield, NC. Based upon information from the North Department of Environmental Quality Division of Waste Management (NCDEQ DWM) Registered UST database the following USTs are located at the property: one (1) 1,000-gallon diesel and (1) 500-gallon diesel. The tanks are double-wall steel, and product lines are double-wall flex construction. The UST are covered by a concrete surface.

Scope of Work

- Terraquest will handle notification of the NCDWM – UST and any local permits.
- Terraquest will remove the concrete paving and curbing in the vicinity of the USTs and dispensers, uncover the USTs and prepare them for cleaning. The concrete and curbing will be hauled offsite for disposal at a local landfill.
- The USTs will be washed and cleaned internally, and all residual liquid will be vacuumed from the tanks. Once cleaned, the USTs will be checked for explosive vapors and removed after fire department approval. The USTs will be hauled offsite for proper disposal.
- Terraquest will collect soil samples at required locations per NCDEQ DWM guidelines. Terraquest utilizes an onsite ultraviolet fluorescence analyzer (UVF) to analyze the soil. One waste oil sample will also be analyzed for PAHs per guidelines. Terraquest will notify you of results during the closure to see if any additional action is required prior to completion of the UST Closure.
- Terraquest will remove the product lines and dispensers and soil samples also collected at required locations per NCDEQ DWM guidelines. The product lines and dispensers will be hauled offsite for proper disposal.
- Terraquest will backfill the UST basin and product lines with clean soil and compact with a plate tamp.
- Terraquest will place a 4-inch gravel cap and compact using a walk-behind roller.
- Terraquest will summarize the UST closure in a UST Closure Report as per NCDEQ DMW-UST guidelines and submit to the NCDEQ DWM-UST.

November 11, 2021
Michael Brown
Town of Smithfield Fire Department
Page 2

- Client is responsible for disconnecting electric lines to the tanks and dispenser at the breaker panel. A line-item cost has been added for disconnecting electrical to the tank and dispensers.

Based upon the known site information, Terraquest estimates the UST Closure Costs to be:
UST Planning, Supervision, and Environmental Sampling: **\$ 4,465**
UST Closure: **\$ 13,900**
Total: **\$18,365**

Additional costs necessary to complete the tank closure are the electrical disconnect for tanks and dispenses to be completed by a licensed electrician and is estimated to be \$ 1,000 if it cannot be completed by the Client.

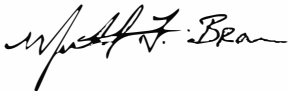
An Agreement for Services is attached for signature. Schedule A of the Agreement for Services details the costs of the UST Closure. Any work outside that specified will be on a time and materials basis or customary unit rates specified by Terraquest in Schedule B of Agreement for Services.

Terraquest needs to submit the Notice of Intent to the NCDEQ DWM – UST which generally requires 30 days’ notice and obtain approval from the Fire Department.

If you have any questions regarding the cost proposal attached or other, please contact us at the following: office (919) 563-9091 or Jonathan Grubbs’ cell (919) 906-0707 or Michael Brown’s cell at (919) 906-0817. Thank you for the opportunity to provide this proposal, and we look forward to working with you on this project.

Sincerely,

TERRAQUEST ENVIRONMENTAL CONSULTANTS, P.C.



Michael J. Brown, P.G.
President

Attachment

Agreement for Services

AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 2021, by and between Terraquest Environmental Consultants, P.C. (hereinafter called "Terraquest"), and Town of Smithfield (hereinafter called "CLIENT"), to provide for Terraquest to perform the services described herein, in accordance with the terms and conditions set forth below and in the attached Schedules A and B, which are incorporated and made a part hereof by reference, and payment to Terraquest by CLIENT.

RECITALS

CLIENT hereby engages Terraquest to conduct environmental investigations ("Services") for "Town of Smithfield Fire Department" located at 111 S. Fourth St., Smithfield, NC (the "Property"). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the CLIENT and Terraquest agree as follows:

1. **Property Conditions:** Upon execution of this Agreement, and as required throughout the project, CLIENT shall provide Terraquest with all site information and any other such data in the possession of CLIENT as applicable and necessary for Terraquest to provide Services for the Property. Additionally, CLIENT represents that the Property is either owned or leased by CLIENT or CLIENT has a written permit or authorization of the Property Owner to allow Terraquest to entry upon and about the Property to perform its Services for the benefit of Client.

2. **Environmental Documents:** CLIENT hereby authorizes Terraquest to sign environmental documents, including but not limited to any regulatory or government documents, on CLIENT's behalf, as CLIENT's agent for the purposes of this project and Services.

3. **Price and Payment:**

A. The price for the Services defined in this Agreement have been determined by Terraquest and quoted to CLIENT in a "Basis of Charges" attached Schedule A. Terraquest's "Standard Rate Sheet" is attached as Schedule B and incorporated and a part hereof by reference as the basis for any additional adjustments to the Initial Price of Services for the Project. The Parties acknowledge that the attached cost estimate for the Services may fluctuate depending on the Property conditions and time constraints. In the event that additional charges will be billed to CLIENT, all such charges shall be based on the units and rates contained in attached Schedules.

B. It is mutually agreed by CLIENT and Terraquest that CLIENT shall timely make all payments for Services performed by Terraquest at the Property under this Agreement. Payment of all invoices rendered pursuant to this Agreement shall be due and payable upon invoice submission date from Terraquest. Any unpaid invoice balances 30 days past the invoice date shall accrue interest at the rate of 1.5% per month (18% per annum) until paid in full. Any payments received after the specified due date are subject to an additional late fee of \$35 as an administrative fee which shall be due and payable on the 31st day after the specified original invoice due date. Terraquest reserves the right to withhold the disclosure or release of its determined data or any summary report or opinion until full payment has been made by CLIENT. Terraquest does not accept payment from real estate closings.

C. For CLIENTs seeking reimbursement with the NC Leaking Underground Storage Tank Trust Fund it is further understood and agreed to by both parties that each party will make every reasonable effort to enable CLIENT to obtain funds from the NC Trust Fund, but that Terraquest makes no guarantee that such funds will be available to CLIENT for any of the costs associated with this Agreement.

4. **GENERAL TERMS & CONDITIONS**

A. Terraquest is an independent consultant and agrees to provide to CLIENT, for its sole benefit and exclusive use, the consulting services set forth in this Agreement. This Agreement shall not be assigned by CLIENT without the prior written consent of Terraquest. All reports, information, analysis, and data submitted by Terraquest to CLIENT shall remain confidential and shall not be disclosed to third parties without the prior written consent of Terraquest; notwithstanding anything contrary herein, Terraquest reserves the right to report or disclose to any governmental or regulatory authorities its findings if required by applicable regulation, code, law or court order.

B. Either party may terminate this Agreement without cause upon three (3) days' written notice to the other party. In the event that CLIENT requests termination prior to completion of Services by Terraquest, CLIENT agrees to timely pay Terraquest for all incurred costs and services that Terraquest has rendered prior to such notice upon invoice delivery by Terraquest.

C. Terraquest will perform its Services using the degree of skill and care that is ordinarily exercised under similar conditions by comparably situated environmental consulting professionals. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED TO BE MADE BY THIS AGREEMENT, EITHER BY ORAL OR WRITTEN STATEMENTS. CLIENT agrees that Terraquest's liability to CLIENT or to any third party due to any negligent professional acts or omissions shall not exceed and be limited to the amount of Terraquest's professional fees for the Services contemplated under this Agreement.

D. The Parties agree to perform all acts as reasonable and necessary for Terraquest to provide the Services on the Property and for CLIENT to make timely payment to Terraquest pursuant to this Agreement.

E. **ARBITRATION; WAIVER OF JURY TRIAL.** The Parties agree that any dispute or controversy regarding the subject matter of this Agreement which cannot be amicably resolved between the Parties shall be submitted to binding arbitration, pursuant to the NCRUAA (G.S. § 1-569.1 et seq.), upon the written notice of either party delivered to the other of such party's intention to arbitrate and shall otherwise conform to the requirements set forth below.

The alternative dispute resolution procedures which shall apply under this Agreement are as follows: If the parties cannot informally settle the dispute within ten (10) days after receipt of the written notice of a dispute, then said dispute shall be settled by binding arbitration, conducted on a confidential basis, pursuant to the NCRUAA (G.S. § 1-569.1 et seq.). All arbitration proceedings shall be held in Alamance County, North Carolina. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, and the arbitrator may include provisional



remedies in their award. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

Any party desiring arbitration shall serve notice of intent to arbitrate on the other party, in accordance with the NCRUAA (G.S. § 1-569.2). The arbitrator shall be agreed upon by both parties; if the parties fail to agree on an arbitrator, then the arbitrator shall be appointed pursuant to G.S. § 1-569.11. The parties shall bear their own attorney fees, costs and expenses associated with the arbitration. The arbitrator's fees shall be split evenly between the parties. The arbitrator shall make a determination within three (3) months after the dispute is submitted for arbitration. Notwithstanding the existence of a dispute and until the arbitrator renders a decision, each party shall be obligated to fulfill its obligations and continue its performance in accordance with the terms hereof.

Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute within that court's jurisdiction. Further, this Arbitration provision shall apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the Small Claims Court.

G. CLIENT shall indemnify Terraquest and hold it harmless from and against any loss, damage, claim or injury which Terraquest or its subcontractor shall suffer or incur as a result of any breach of this Agreement by CLIENT or as a result of any incomplete or incorrect information or data CLIENT provides to Terraquest including boundary surveys of the property provided by CLIENT. CLIENT shall be responsible for and shall pay to Terraquest, its directors, officers, or employees for all actual, general, and special consequential damages, including attorneys' fees, costs of suits, costs of arbitration, costs of appeal, which may be awarded in any arbitration or litigation instituted by or against CLIENT to recover any of the foregoing items indemnified or to obtain injunctive relief from CLIENT'S failure to perform as specified in this Agreement. In addition to the foregoing and not in limitation thereof, CLIENT shall indemnify and hold harmless Terraquest from any and all claims, liabilities, losses, damages and expenses, incurred or arising from the performance of or resulting from acts of Terraquest performed in the course and within the scope of its engagement herewith provided such are done in good faith; this indemnification and release shall specifically include (but not be limited to) any acts of Terraquest that result in damage to public or private utilities on the Property. This indemnification shall survive the termination of employment and engagement of Terraquest.

I. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail or overnight delivery to the respective address of each Party as set forth below.

J. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision.

K. Terraquest may from time to time on behalf of CLIENT arrange for the services of subcontractors and others. All costs to Terraquest for those services of subcontractors associated with providing services of this Agreement and/or contemplated for the Project shall be paid by CLIENT upon rendering of invoice.

L. This Agreement shall be governed in all respects by the laws of the State of North Carolina. All litigation, arbitration, or legal proceedings associated with this Agreement shall be conducted in a forum within Alamance County, State of North Carolina, unless otherwise agreed in writing by the Parties.

M. This Agreement and attached Schedules A and B (the "Attachments") constitutes the entire agreement between the Parties and cannot be changed or modified except by a written instrument signed by both Parties.

N. Neutral Interpretation and Counterparts. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement with the incorporated Attachments to be executed in duplicate originals by their duly authorized representatives on the date first set forth above.

CLIENT:
TOWN OF SMITHFIELD

TERRAQUEST ENVIRONMENTAL CONSULTANTS, P.C.

By: _____
Authorized Representative

By: _____
Authorized Representative

Address for Notices:

Address for Notices:
Terraquest Environmental Consultants, P.C.
100 East Ruffin St
Mebane, NC 27302



Basis of Charges - Clean Underground Storage Tank (UST) Closure
 Smithfield Fire Department
 111 S. Fourth St., Smithfield, NC
 11/11/2021

Schedule A

UST Closure Planning, Supervision, & Environmental Sampling

Task	Description	Units	Unit Rate	Subtotal	Comments
C	Project management	2 hours	x \$ 100.00	= \$ 200.00	
L	Supervise UST Closure and soil sample collection	9 hours	x \$ 95.00	= \$ 855.00	Includes equipment, mileage, and supervision time
D	UST Closure Report	1 lump	x \$ 850.00	= \$ 850.00	Submitted to the NCDWM-UST
M	Health and safety fee	1 days	x \$ 35.00	= \$ 35.00	OSHA trained personnel at level D.
M	Permitting	1 lump	x \$ 825.00	= \$ 825.00	NOI and Fire Department notification / permit fee estimated
Lab	Laboratory costs	1 lump	x \$ 850.00	= \$ 850.00	UVF Analysis, estimate 15 samples
M	Utility Locate	1 lump	x \$ 850.00	= \$ 850.00	
				Total for UST Closure \$ 4,465.00	

UST Removal

Task	Description	Units	Unit Rate	Subtotal	Comments
M	Dispenser Removal & UST Closure	1 lump	x \$ 11,400.00	= \$ 11,400.00	Dispenser and Tank removal and offsite disposal, backfill excavation
M	Tank degassing, cleaning, & offsite disposal	1 lump	x \$ 1,400.00	= \$ 1,400.00	Up to 300 gallons
M	Additional liquid disposal beyond 300-gallons	0 gallons	x \$ 0.75	= \$ -	
M	Additional liquid removal vac truck time beyond 300-gallons	0 hours	x \$ 145.00	= \$ -	
M	Concrete Removal, Offsite Disposal, & Gravel Surface Cover	1 lump	x \$ 1,100.00	= \$ 1,100.00	
				Total for Tank Removal \$ 13,900.00	
				Total \$ 18,365.00	
UST and Dispenser Electrical Disconnection		1 lump	x \$ 1,000.00	= \$ 1,000.00	if not provided by Client.

Notes:

The costs presented are based upon a standard "clean" closure. If contamination is detected, additional work may be required by the NCDWM. Excavation of any contaminated soil is not included in above costs. Doesn't include electrical disconnect. To be performed by Town. Tanks are likely strapped to underlying pad. Soil samples will be required along sidewalls per UST Guidelines.

SCHEDULE B

TERRAQUEST ENVIRONMENTAL CONSULTANTS, P.C.
STANDARD RATE SHEET

<u>PERSONNEL</u>		<u>HOURLY RATE</u>
PR	Principal	\$ 150
SS	Senior Geologist / Scientist	\$ 105 - \$ 125
PG	Project Geologist / Scientist	\$ 95
SG	Staff Geologist / Scientist	\$ 70
T	Technician	\$ 55
CAD	CAD Operator	\$ 45
WP	Administrative / Clerical	\$ 40

NOTE: Non-trust fund subcontracted services and other project expenses are provided at cost plus markup. Trust fund billing rates may be used for simplicity in some situations. Trust fund billing rates are based on more than hourly rates and include additional costs such as travel expenses, equipment, office coordination, etc. eff 7-22-19



Request for Town Council Action

Business Agenda Item:	Knuckleboom Purchase
Date:	01/04/2022

Subject: Purchase of Knuckleboom Truck
Department: Public Works Department
Presented by: Public Works Director - Lawrence Davis
Presentation: Business Agenda Item

Issue Statement:

The Public Works Department is requesting to purchase a replacement Knuckleboom Truck.

Financial Impact

\$177,598.00

Action Needed

Approve purchase of Knuckleboom Truck from Amick Equipment

Recommendation

Council approval to award AMICK Equipment to receive a payment of \$177,598.00 for 2022-year, Knuckle Boom truck. Not including tags and registration.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Vehicle Specifications & Bids



Staff Report

Business Agenda Item	Knuckleboom Purchase
Date:	01/04/2022

Due to price increases from previous quotes, the estimated costs today have increased from budget projections:

AMICK Equipment TL-3 Lightning Loader "Knuckle Boom"
Then \$149,946.00 quoted 1/20/21 now 12/9/2021 \$177,597.37

Carolina Environmental Systems, Inc. "Pac Mack Knuckle Boom"
Then \$148,000.00 quoted 2/5/2021 now 12/22/2021 Quote \$174,784.00

Public Works Equipment is now Joe Johnson Equipment "Bush Hawg C- Model"
Then \$151,660.01 quoted 6/29/202 now 12/20/2021 Quote \$169,013.29

\$160,000 is budgeted for this purchase. The Public Works Department is requesting the purchase of the Amick truck to remain consistent with current equipment.

AMICK Equipment "**TL-3 Lightning Loader**", knuckle Boom loader has a better track record as far as longevity. Amick Equipment is the highest price listed of these trucks but has fewer maintenance and outsourcing issues in its first 5 years of the truck purchase, whereas "The Pack Mac" truck from Carolina Environmental INC. is the second lowest price but has had several issues in its first 5 years of purchase. Although it has been a durable truck, we have had problems with the truck, stemming from joystick issues when controlling the arm of the boom, to the grappling bucket braking off from the unit itself and other mechanical issues. Public Works Equipment, (a newer company), Joe Johnson is lowest in price The "**Bush Hog**", knuckle boom truck was demonstrated at the Public Works Operation Center by Staff and Crew. The "**Bush Hog**" truck is larger in height and works as the other knuckle boom trucks. The Towns of "Holly Springs" and Scarborough has the "**Bush Hog**." Farmville has ordered one and they seem to like the knuckle boom truck, but **we really don't have a track record** of how durable the truck is since it is new company.

Ultimately, we need to purchase a truck, based on experience of the "TL-3 Lightning Loader" and the "Pac Mack". Both trucks have been vital to the Town of Smithfield.

Public Works Equipment, Joe Johnson`s "Bush Hog" but we have no track record for this truck or how solvent the company is at this point.

We are asking for an Additional \$17,598 needed to purchase a Knuckle boom truck plus any additional cost of tags and registration.



For NCSA Contract Purchases:
 Please send copy of P.O. reflecting
 contract bid # to Amick & NCSA.
 NCSA: kmitman@ncsheriffs.net
[Link: NCSA Terms & Conditions](#)

**NCSA CONTRACT
 # 22-06-0426**

END USER: SMITHFIELD, TOWN OF
 CONTACT: LAWRENCE DAVIS
 BODY INSTALL: PETERSEN IND.
 LOCATION: 4000 S.R. 60 W., LAKE WALES, FL 33859

Description	Contract Price
-------------	----------------

MODEL: PETERSEN IND. TL-3 GRAPPLE LOADER 24 CUBIC YARD	\$ 101,588.61
BODY PAINT: ORANGE BOOM / BLACK BODY	
BODY WARRANTY: PETERSEN: 1 YR BODY & HYDR., 3 YR. STRUCTURAL	

STANDARD EQUIPMENT INCLUDED

HOT SHIFT PTO - W/ NEUTRAL INTERLOCK
 DUAL HYDR. PUMP - MULTIPLE FUNCTIONS CAN OPERATE SIMULTANEOUSLY WITH FULL FLOW FOR SMOOTHER OPERATION.
 DUAL WALK THRU CONTROLS W/ FULL WIDTH PLATFORM BOC
 HD SWING MOTOR - DIRECT DRIVE - 150,000 IN. LBS. TORQUE, 270 DEG. ROTATION
 PLANETARY GEAR BOX - SEALED HYDRAULIC OIL BATH W/ SIGHT GAUGE
 TELESCOPIC BOOM EXTENSION 16'-20'
 60" TRASH GRAPPLE BUCKET - SINGLE CYLINDER
 CONTINUOUS BUCKET ROTATOR
 FRAME MOUNT HYDRAULIC TANK. FULLY ACCESSORIZED W/ DROP IN FILTER
 4-WAY HYDRAULIC STABILIZERS
 LED LIGHTING PACKAGE.
 WIRE LOOM FOR BODY WIRING
 HD CONTROL BOX W/ THROTTLE, HORN & ENGINE KILL SWITCH
 BOOM UP WARNING INDICATOR W/ AUDIBLE ALARM IN CAB
 PETERSEN STANDARD TRASH BODIES INCLUDE:
 TAPERED SIDES TO PREVENT BOOM CYLINDER FROM EASILY CONTACTING SIDES
 23 TON SCISSOR HOIST - 18' & 20' BODIES
 TOOL RACK ON HEADBOARD
 WIRING RUN IN LOOM
 LED BODY LIGHTS
 ICC BUMPER.
 STANDARD WARRANTY - 1YR HYDRAULICS, 3YR MAJOR STRUCTURAL COMPONENTS
 INCLUDES STD. PAINT & INSTALLATION ON SUITABLE CHASSIS.
 NOTE: CHASSIS SPECS MUST BE APPROVED BY PETERSEN REP PRIOR TO ORDERING.

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

MANUAL LEVER CONTROLS
 GRATING HEAT SHIELD - UNDER OPERATOR'S PLATFORM DEFLECTS EXHAUST HEAT.
 HDHI OUTRIGGER STROBES - (4) LED STROBES.
 HOSE GUARDS- HEAD & VALVE BANK - BOLT ON PANELS TO PROTECT OPERATOR IN THE EVENT OF A HYDRAULIC HOSE BURST.
 HARDOX EXTREME DUTY SPEC TRASH BODY - UPGRADE TO MODEL HDX 1824, 18FT LONG X 24 YD CAPACITY - REQUIRES 168" CA
 PI SELF-WINDING LOAD COVERING DEVICE - SPRING LOADED TARPING SYSTEM
 SINGLE PIECE REAR DOOR W/ DRIVER'S SIDE AIR LATCH CONTROLS
 LED AMBER FLASHERS IN REAR CORNER POST - (2)

LOCAL OPTIONS INCLUDED

REAR VIEW CAMERA W/ IN CAB MONITOR
 PROVISION RV-550
 LABOR - INSTALL CAMERA LOCALLY

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
 PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER
 AECI MOBILE ON-SITE WARRANTY PKG., 1 YR

ON-SITE TRAINING - PROVIDED BY REQUEST

Subtotal:	\$	101,588.61
Contract Discount:	\$	(436.24)
Additional Discount:	\$	(5,810.00)
Subtotal:	\$	95,342.37

Chassis Description

MODEL:	2023 FREIGHTLINER M2-106	\$	82,255.00
GVWR:	33000 LBS		
ENG & TRAN:	CUMMINS B6.7 300HP / ALLISON 3500RDS AUTOMATIC		
PAINT:	WHITE		
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.		

Chassis Subtotal: \$ 82,255.00

Unit Subtotal:	\$	177,597.37
Tax - Motor Vehicle:		Not Included
Unit Purchase Price:	\$	177,597.37

QUOTED BY: MATT GARON

DATE: 12/9/2021

VALID UNTIL: 1/8/2022

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECl no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECl makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECl makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-904-0952

QUOTE

December 22, 2021
Town of Smithfield, NC
Attention: Mr. Lawrence Davis

Dear Lawrence,

CES appreciates the opportunity to quote you the following:

One (1) new Pac-Mac model KB-20H-HJ loader via NC Sheriffs Contract # 22-06-0426.

Standard features include:

H Style Outriggers
Hot Shift PTO
6' Tip Boom with 4' Extend
10' Main Boom w/ Extend Tip
Hydraulic Joystick Controls
18' 24 Cubic Yard Body
Barn Doors
Paint: Standard Red/Black Loader, Black Body
Strobe light on Pivot
Midbody Turns
Boom Up Alarm

Body/Loader Options Added at Plant:

Rear Post Corner Strobes
Tool Holder (1) on Front Wall (2) on Side Wall
Oil Cooler
Rubber Mat (serves as heat shield)
Tool box 18" x 18" x 36"

Options Added at CES:

Outrigger Strobes

Unit to be mounted on one (1) 2022 Freightliner M2-106 Cab/Chassis complete as per the enclosed specifications.

Sales Price: \$174,784

Delivery: Approximate delivery for Q1 2022

Optional Extended Chassis Warranty: For a five (5) year 150,000 mile Cummins engine, engine aftertreatment, and Allison transmission warranty please add \$3,838

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-7796.

Sincerely,
Ben Taylor
Carolina Environmental Systems



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Budgetary Quotation

To provide one (1) new Brush Hawg 2224 C-Model Grapple Loader, mounted on a new Freightliner M2-106 chassis, standard equipped as described below:

General Specifications:

- Dual Stand-Up Operator Station
- Multi-lever Hydraulic Controls
- 4-way Adjustable Stabilizers with Dual Holding Valves on Vertical Cylinders
- Heavy Duty 30" Diameter Slewing Bearing
- 2-Stage Planetary Gear Drive and Disc-Valve Motor
- 20' 8" Overall Reach
- Single Stage Direct-Mount Pump
- Telescopic Tip Boom Extension, designed to enhance below grade reach
- 48" X 60" Bucket
- Continuous Bucket Rotator
- 18' Tapered Dump Body (42" – 74")
- 15-Ton Scissor Hoist
- 5 Micron Synthetic Drop-In Return Filter
- Factory Mounting and Painting
- Dumpbody Undercoating
- LED Clearance and Tail Lights
- One (1) year parts & labor warranty
- Three (3) year structural warranty

Additional Enhancements Included:

- Integrated Front of Body Tool Box With Doors Each End
- Dual Smart Lamps in Lower Light Bar
- Tarp Tray
- Electric/Air-Over-Hydraulic Joystick Controls

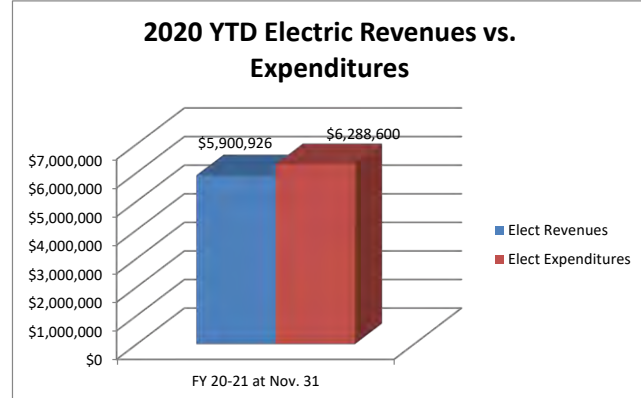
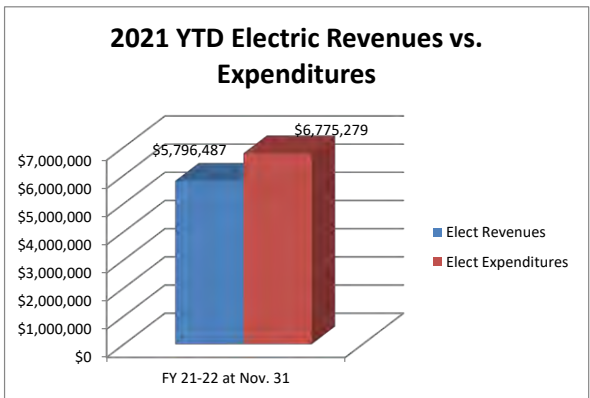
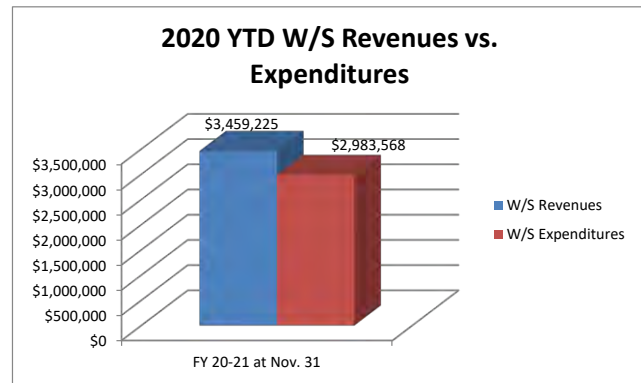
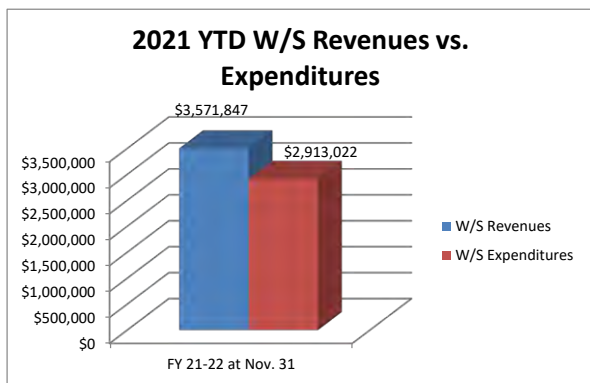
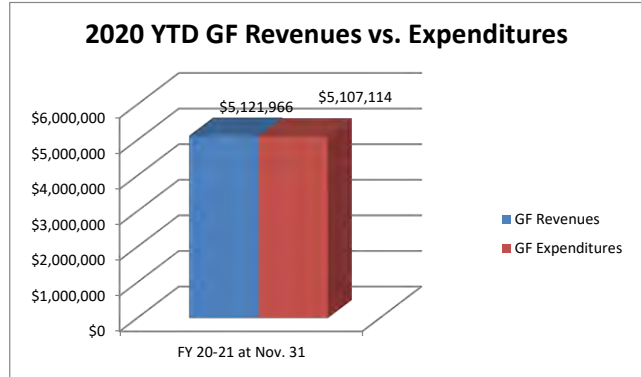
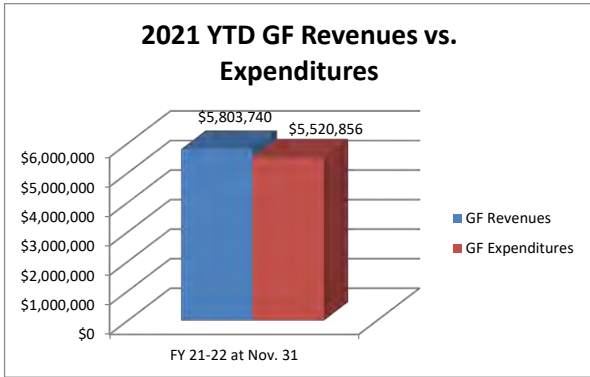
Budgetary Price..... \$169,013.29

Clean Air. Clean Water. Clean Streets.

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
November 30, 2021
Gauge: 5/12 or 41.7 Percent

41.70%

GENERAL FUND						
	Frequency	Actual to Date	Budget	Actual to Date	YTD %	
Revenues		FY '20-21	FY '21-22	FY '21-22	Collected	
Current & Prior Year Property Taxes	Monthly	\$ 2,354,691	\$ 6,468,800	\$ 2,985,970	46.16%	
Motor Vehicle Taxes	Monthly	296,243	590,000	348,714	59.10%	
Utility Franchise Taxes	Quarterly	205,618	975,000	221,039	22.67%	
Local Option Sales Taxes	Monthly	727,382	2,710,000	831,243	30.67%	
Aquatic and Other Recreation	Monthly	43,472	396,500	247,228	62.35%	
Sanitation (Includes Penalties)	Monthly	478,477	1,467,264	527,718	35.97%	
Grants		465,819	239,050	1,178	0.49%	
All Other Revenues		550,264	1,350,549	640,651	47.44%	
Loan Proceeds			-		#DIV/0!	
Transfers (Electric and Fire Dist.)		-	388,190	-	0.00%	
Fund Balance Appropriated		-	1,443,772	-	0.00%	
Total		\$ 5,121,966	\$ 16,029,125	\$ 5,803,740	36.21%	
		Actual to Date	Budget	Actual to Date	YTD %	
		FY '20-21	FY '21-22	FY '21-22	Collected	
Expenditures						
General Gov.-Governing Body		\$ 183,812	\$ 540,555	\$ 190,219	35.19%	
Non Departmental		355,158	916,245	385,721	42.10%	
Debt Service		643,764	884,114	589,518	66.68%	
Finance		39,825	153,973	49,617	32.22%	
Planning		117,737	370,810	120,685	32.55%	
Police		1,435,162	4,534,747	1,553,245	34.25%	
Fire		772,305	2,278,585	784,454	34.43%	
EMS		-	-	-	#DIV/0!	
General Services/Public Works		237,235	666,613	221,428	33.22%	
Streets		171,373	849,242	154,923	18.24%	
Motor Pool/Garage		36,837	153,738	43,295	28.16%	
Powell Bill		17,361	547,312	18,695	3.42%	
Sanitation		456,262	1,507,540	583,853	38.73%	
Stormwater			106,911	2,915	2.73%	
Parks and Rec		269,945	1,136,905	390,705	34.37%	
SRAC		363,834	1,049,437	408,565	38.93%	
Sarah Yard Center		6,504	58,874	23,018	39.10%	
Contingency		-	273,524	-	0.00%	
Appropriations/Contributions			-	-	0.00%	
Total		\$ 5,107,114	\$ 16,029,125	\$ 5,520,856	34.44%	

YTD Fund Balance Increase (Decrease)

- -

41.70%

WATER AND SEWER FUND

	Actual to Date		Budget	Actual to Date		YTD %
	FY '20-21		FY '21-22	FY '21-22	Collected	
Revenues						
Water Charges	\$ 1,063,886	\$	2,872,930	\$ 1,040,923		36.23%
Water Sales (Wholesale)	548,730	\$	1,720,000	727,827		42.32%
Sewer Charges	1,735,952		4,600,000	1,712,914		37.24%
Penalties	20,935		52,000	21,190		40.75%
Tap Fees	14,010		23,000	7,585		32.98%
Other Revenues	75,712		123,000	61,408		49.93%
Grants	-		-	-		#DIV/0!
Loan Proceeds	-		-	-		#DIV/0!
Fund Balance Appropriated	-		257,730	-		0.00%
Total	\$ 3,459,225	\$	9,648,660	\$ 3,571,847		37.02%

	Actual to Date		Budget	Actual to Date		YTD %
	FY '20-21		FY '21-22	FY '21-22	Collected	
Expenditures						
Water Plant (Less Transfers)	\$ 811,188	\$	1,933,175	\$ 789,862		40.86%
Water Distribution/Sewer Coll (Less Transfers)	1,866,814		5,382,963	1,817,594		33.77%
Transfer to General Fund	-		-	-		#DIV/0!
Transfer to W/S Capital Proj. Fund	-		1,472,500	-		0.00%
Debt Service	305,566		611,163	305,566		50.00%
Contingency	-		248,859	-		0.00%
Total	\$ 2,983,568	\$	9,648,660	\$ 2,913,022		30.19%

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Electric Sales	\$ 5,771,313	\$ 16,300,000	\$ 5,686,838	34.89%
Penalties	36,036	100,000	31,882	31.88%
All Other Revenues	93,577	180,000	77,767	43.20%
Grants	-	-	-	
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	489,174	-	
Total	\$ 5,900,926	\$ 17,069,174	\$ 5,796,487	33.96%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Administration/Operations	\$ 1,014,583	\$ 3,297,909	\$ 1,248,276	37.85%
Purchased Power - Non Demand	1,570,730	12,565,000	1,810,525	14.41%
Purchased Power - Demand	2,878,962	-	2,892,153	#DIV/0!
Purchased Power - Debt	481,740	-	481,740	#DIV/0!
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	30,000	-	0.00%
Contingency	-	283,679	-	0.00%
Transfers to Electric Capital Proj Fund	-	550,000	-	0.00%
Transfer to Electric Capital Reserve	-	-	-	
Transfers to General Fund	-	-	-	#DIV/0!
Total	\$ 6,288,600	\$ 17,069,174	\$ 6,775,279	39.69%

CASH AND INVESTMENTS FOR SEPTEMBER

General Fund (Includes P. Bill)	14,534,096		
Water and Sewer Fund	8,480,911		
Electric Fund*	10,547,783		
ARP Fund (20)	1,899,539		
JB George Endowment (40)	131,991		
Water Plant Expansion (43)	3,009,585		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	1,080,260		
Capital Project Fund: General (46)	302,797		
Capital Project Fund: Electric (47)	674,543		
FEMA Acquisitions and Elevations (48)	550		
CDBG Neighborhood Revitalization (49)	(85,159)	1st CITIZENS	33,954,424 0.2% (Earn
Firemen Relief Fund (50)	93,388	NCCMT	2,385,479 0.010%
Fire District Fund (51)	189,106	KS BANK	3,693,257 0.25%
General Capital Reserve Fund (72)	6,009	UNITED COMM	1,290,135 0.20%
Total	\$ 41,323,295		\$ 41,323,295

*Plug

Account Balances Confirmed By Finance Director on:

12/14/2021

Department Reports





Department Report

Monthly
Economic
Development
Update

Smithfield Economic Development Activities NOV/DEC21

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

- Amazon – construction is progressing
- WSIP – two parcels, owned by Wood and Warrick are in the process of being rezoned. As part of the certification, a commitment to rezone the properties was all that was needed to qualify, but now the owners wanted to move ahead with the rezoning and initiated the process.
- Brogdan-Walpat Distribution Center Project – this is a proposed 250,000 sq ft. distribution center to be constructed on the Lee property. The client has inquired as to sewer availability since there has been some question as to the capacity of the lines in the area. It is hoped that, since this is a DC and its sewer needs would be small, that the lines would be adequate to handle the project. Stephen had a meeting on 18DEC21 with JoCo Utilities to discuss line capacities and was told the lines would be closely evaluated and they would respond with the results as soon as possible.

Sewer line capacity is a key issue moving forward with new projects and it is important to know if there is capacity and if not, the timeline to improve the situation. Without the ability to transport wastewater to the treatment facility, all new development would be halted.

It was decided that a meeting with town public utilities and JoCo Utilities would be helpful in answering questions beyond the Brogdan-Walpat Project and gain insights on plans for future growth. The meeting will be schedule after the first of the year.

2. Business Retention and Expansion (BRE)- Tim and Stephen met with Dr. David Johnson of Johnston Community College. Tim and Stephen discussed with Dr. Johnson the expansion of the Greenway. The path would extend around the lake on the campus. The expansion of the Greenway would also include an expansion of the Splash Pad. Dr. Johnson welcomed the expansions and offered his full support. Dr. Johnson also discussed with Tim and Stephen potential traffic pattern changes including a potential campus entrance through the new SECU location. Tim and Stephen offered to assist with any proposed traffic flow changes in any way they could, and it was agree that we would follow up with him in a few months.
3. Product Development - NRP Ventures, LLC Woodleaf Project – during the meeting with NRP and associates last month, we agree to facilitate meetings with the leadership of Johnston County Schools

and Johnston County Health. Connie Johnson emailed Rocky requesting that we arrange the meeting with Johnston County Health. We will attempt to schedule this meeting sometime in January.



FINANCE DEPARTMENTAL REPORT FOR NOVEMBER, 2021

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

Daily Collections/Property Taxes/Other.....	\$ 3,645,688
Franchise Tax.....	0
Sales & Use Tax.....	270,162
Powel Bill.....	0
Total Revenue	\$3,915,850

Expenditures: General, Water, and Electric.....\$2,970,807

FINANCE:

- Compiled and submitted monthly retirement report on 11/29/2021
- Issued 50 purchase orders
- Processed 663 vendor invoices for payment and issued 338 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 11/12 and 11/24/2021
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,656
- Processed 10 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$30,762.64 (EMS: \$6,128.14; SRAC: \$2,892.17; Utility: \$21,522.33; and Other: \$220)
- Penn Credit - Bad Debt Collection calendar year-to-date total \$10,294
- Invoiced 0 grave opening for a total of \$0.
- Invoiced Johnston Community College for Police Security
- Earned \$1,404.15 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$8,176 in credit/debit/Tyler card fees, but earned \$7,721 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

FINANCE DIRECTOR

- Attended Department Head Meetings on November 8 and 23, 2021
- Attended Council meeting on November 9, 2021
- Had Payroll Clerk train Assistant Finance Director on 4 separate occasions or payrolls, the payroll process (including how to complete timesheets - specifically for sick/vacation leave, on call/holiday/overtime pay), filing 941, paying Federal and State withholdings, paying garnishments, reporting Prudential 401/457, reporting ORBIT
- Responded to auditor questions during the month and finalized FY21 Audit
- Reconciled October's bank statement for Central Depository Account



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 November 2021

			Permit Fees	Permits Issued
Zoning	Land Use		\$600.00	6
Site Plan	Minor Site Plan		\$200.00	5
Zoning	Sign		\$250.00	5
	Report Period		\$1,050.00	16
Fiscal YTD Total:			\$6,975.00	104

Z21-000148	Zoning	Land Use	Spanky's Christmas Trees	404 N Brightleaf Blvd
Z21-000151	Zoning	Sign	Furniture Distributors	501 and 521 E Market St St
Z21-000136	Zoning	Land Use	Scotty's BBQ Shack Food Truck	1025 Outlet Center Dr
Z21-000142	Zoning	Sign	Croc's	1025 Outlet Center Dr
Z21-000143	Zoning	Land Use	ZBI Solutions	5 W Edegerton St
Z21-000144	Zoning	Sign	Valvoline	1051 Industrial Park Dr
SP21-000101	Site Plan	Minor Site Plan	Single Family Dwelling	144 Sunset Pointe Dr
Z21-000145	Zoning	Land Use	Beverage Destruction Service, Inc.	1416-B Wal-Pat Rd
SP21-000102	Site Plan	Minor Site Plan	Single Family Dwelling	118 Hill St
SP21-000103	Site Plan	Minor Site Plan	12'x4' Covered Porch Addition	215 Barbour Rd
SP21-000104	Site Plan	Minor Site Plan	Single Family Dwelling	719 East St
Z21-000147	Zoning	Sign	PM Bail Bonds	123 S Third St
SP21-000105	Site Plan	Minor Site Plan	24' X 30' Accessory Building	1204 S First St
Z21-000149	Zoning	Sign	Johnston Court Apartments	2264 Kay Dr
Z21-000150	Zoning	Land Use	Temporary Contractor Yard	84 Rock Pillar Rd
Z21-000152	Zoning	Land Use	Boogie's Turkey BBQ, LLC Food Truck	1025 Outlet Center Dr



Planning Department Development Report

Wednesday, December 29, 2021

Project Name: Wood & Warrick
Request: B-3 and R-20A to LI
Location: West US 70 Business Highway
Tax ID#: PIN#:
Project Status: First Review Complete
Notes:

Map Amendment 2021-06	
Submittal Date:	12/3/2021
Planning Board Review:	1/6/2022
Board of Adjustment Review:	
Town Council Hearing Date:	2/1/2022
Approval Date:	

Project Name: Regulations for Signs
Request: Revise sign ordinances allowing additional sign opportunities
Location:
Tax ID#: PIN#:
Project Status: First Review Complete
Notes:

Text Amendment 2021-08	
Submittal Date:	12/3/2021
Planning Board Review:	1/6/2022
Board of Adjustment Review:	
Town Council Hearing Date:	2/1/2022
Approval Date:	

Project Name: Town Plan Update
Request: Revise West Smithfield plan in response to rapid growth
Location:
Tax ID#: PIN#:
Project Status: First Review Complete
Notes:

Text Amendment 2021-09	
Submittal Date:	12/3/2021
Planning Board Review:	1/6/2022
Board of Adjustment Review:	
Town Council Hearing Date:	2/1/2022
Approval Date:	

Project Name: Kimicka Woodin
Request: Rezone from R-20A to R-10
Location: 310 Laurel Drive
Tax ID#: 15078014A **PIN#:** 169517-22-0403
Project Status: In First Review
Notes: PB recommended approval

Map Amendment 2021-05	
Submittal Date:	11/5/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	1/4/2022
Approval Date:	

Project Name: **Ethics**
 Request: Amends Article 3. Ethics
 Location
 Tax ID#: PIN:
 Project Status **Approved**
 Notes: **Approved**

Text Amendment 2021-07	
Submittal Date:	11/5/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	12/7/2021
Approval Date:	

Project Name: **Galilee Point**
 Request: 10 lot septic tank subdivision
 Location
 Tax ID#: 15I09034K PIN#: 167400-60-4450
 Project Status **Second Review Complete**
 Notes: **Withdrawn**

Subdivision 2021-08	
Submittal Date:	11/5/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Advancetech**
 Request: 98,280 sq ft manufacturing facility / warehouse
 Location 3900 West US 70 Business Highway
 Tax ID#: 17J08001D PIN#: 168618-20-5729
 Project Status **Second Review Complete**
 Notes: submitted for staff review and approval

Site Plan 2021-19	
Submittal Date:	10/4/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Twin Creeks Annexation**
 Request: 1.61 acre annexation
 Location Black Creek Road
 Tax ID#: 15I09037B PIN#: 167300-47-6254
 Project Status **Second Review Complete**
 Notes:

Annexation 2021-02	
Submittal Date:	10/1/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	12/7/2021
Approval Date:	

Project Name: **Azalea Drive Rezoning**
 Request: R-10 to R-8
 Location 18 Azalea Drive
 Tax ID#: 14056027B PIN#: 260406-28-6306
 Project Status **Approved**
 Notes: Nonconforming duplex needs R-8 zoning to conform

Map Amendment 2021-03	
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: **Twin Creeks Phase 2A**
 Request: JoCo AR to TOS R-10
 Location Black Creek Road
 Tax ID#: PIN#: 167300-47-6254
 Project Status **Second Review Complete**
 Notes: PB recommended approval

Map Amendment 2021-04	
Submittal Date:	10/1/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	1/4/2022
Approval Date:	

Project Name: **Twin Creeks Phase 2A**
 Request: Revised Preliminary Subdivision
 Location Black Creek Road
 Tax ID#: 15109037B PIN#: 167300-47-6254
 Project Status **Second Review Complete**
 Notes: PB recommended approval

Subdivision 2021-06	
Submittal Date:	10/1/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	1/4/2022
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:

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: **Franklin Towns**
 Request: R8-CZ to allow for 134 townhouses on 15.9 acers
 Location Wilson's Mills Road
 Tax ID#: 15083049E PIN#: 169406-29-7604
 Project Status **Approved**
 Notes:

Conditional Zoning 2021-11	
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: **The Insurance Shoppe**
 Request: 4,900 sq ft free standing office
 Location 131 Kellie Drive
 Tax ID#: 14075021S PIN#: 260405-09-8296
 Project Status **Approved**
 Notes: submitted for staff review and approval

Site Plan 2021-18	
Submittal Date:	10/1/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **ALA Johnston Charter School**
 Request: Site plan approval
 Location West US 70 Highway
 Tax ID#: 17J08004 PIN#: 168505-19-8748
 Project Status **Approved**
 Notes: Under Construction

Site Plan 20121-18	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
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 **First Review Complete**
 Notes: submitted for staff review and approval

Site Plan 2021-17	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Britt Street Triplexes**
 Request: 6 lot division
 Location Britt Street
 Tax ID#: 15L11006 PIN#: 169409-06-1658
 Project Status **Approved**
 Notes:

Subdivision 2021-04	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/2/2021
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 **Third Review Complete**
 Notes: Approval Eminent

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: **Spring Branch Commons Phs 2**
 Request: 6 lot division
 Location East Johnston Street
 Tax ID#: 15026058A PIN#: 169419-50-6383
 Project Status **Third Review Complete**
 Notes: submitted for staff review and approval

Subdivision 2021-05	
Submittal Date:	9/3/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Britt Street Triplexes**
 Request: 6 attached townhouse style units fronting on Britt Street
 Location Britt Street
 Tax ID#: 15L11006 PIN#: 169409-06-1658
 Project Status **Approved**
 Notes:

Conditional Zoning 2021-08	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/2/2021
Approval Date:	

Project Name: **Spring Branch Commons Phs 2**
 Request: 6 rear loading style single family dwellings
 Location East Johnston Street
 Tax ID#: 15026058A PIN#: 169419-50-6383
 Project Status **Approved**
 Notes:

Conditional Zoning 2021-09	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/2/2021
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:

Conditional Zoning 2021-07	
Submittal Date:	8/6/2021
Planning Board Review:	9/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	10/5/2021
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 **Second Review Complete**
 Notes: Public hearing conducted on 9/7/2021. On TC agenda for 10/5/21

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: **Marin Woods Subdivision**
 Request: R-20A to R-8 CZ
 Location NC 210 Highway
 Tax ID#: 15077008 PIN#: 168400-74-4498
 Project Status **Approved**
 Notes: 20 foot townhouse lots proposed

Conditional Zoning 2021-06	
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:

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

Project Name: **Smithfield's Chichen N Bar-B-Q**
 Request: New Restaurant at the Applebees location
 Location 1240 North Brightleaf Boulevard
 Tax ID#: 14074013H PIN#: 260414-44-4401
 Project Status **Approved**
 Notes: Under Construction / staff approved

Site Plan 2021-14	
Submittal Date:	5/26/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/20/2021

Project Name: **Airport Industrial Park lot 6**
 Request: Contractors Office with NO outdoor storage
 Location 228 Airport Industri Drive
 Tax ID#: 15J08017J PIN#: 168509-05-3202
 Project Status **Approved**
 Notes: under construction / staff approved

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

Project Name: **Project XD**
 Request: 629,215 square foot warehouse
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In third Review**
 Notes: Under Construction / Not yet permitted

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

Project Name: **WSBP Infrastructure**
 Request: Utility Extension
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In third Review**
 Notes: Under Construction / Not yet permitted

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

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

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

Project Name: **Airport Industrial Park lot 13**
 Request: Contractors Office with outdoor storage
 Location 55 Airport Industri Drive
 Tax ID#: 15J08017P PIN#: 168500-04-5363
 Project Status **Approved**
 Notes: Under Construction

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

Project Name: **Spring Branch Commons**
 Request: CZ to allow for 9 single family dwellings on 1.21 acres
 Location 600 East Johnston Street
 Tax ID#: 15026060 PIN#: 169419-50-6175
 Project Status **Approved**
 Notes: Conditional zoning approved. Preliminary sub'd plans comply

Conditional Zoning 2021-02	
Submittal Date:	3/5/2021
Planning Board Review:	4/1/2021
Board of Adjustment Review:	
Town Council Hearing Date:	5/4/2021
Approval Date:	5/4/2021

Project Name: **Twin Oaks Subdivision**
 Request: 20 lot subdivision
 Location Will Drive
 Tax ID#: 15J11008M PIN#: 260300-46-0287
 Project Status **Approved**
 Notes: NCDOT approval not yet secured

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

Project Name: **Smithfield Living Facility**
 Request: 83 Unit Assisted Living Facility
 Location Kellie Drive
 Tax ID#: 14075022D PIN#: 260405-09-8645
 Project Status **Approved**
 Notes: Under Construction

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

Project Name: **JCC Engineering Building**
 Request: 46,365 square foot educational facility
 Location 245 College Road
 Tax ID#: 15K10199F PIN#: 159308-87-5887
 Project Status **Approved**
 Notes: Under Construction

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

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

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

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

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

Project Name: **East River Phase II**
 Request: 32 lot division / Construction Plan Review
 Location Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-3415
 Project Status **Approved**
 Notes: Built out

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

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

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

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

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

Project Name: **Twin Creeks Phs 1**
 Request: 28 Lot Subdivision
 Location Gailee Road
 Tax ID#: 15I09011B 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#: 15I08020 PIN#: 167400-55-9495
 Project Status **Approved**
 Notes: Phs 1 near build out

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

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

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



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING November 30, 2021**

I. STATISTICAL SECTION

Month Ending Nov. 30,2021	Nov-2021	Nov-2020	Total 2021	Total 2020	YTD Difference
Calls for Service	1,883	1,659	20,818	16,826	3,992
Incident Reports Completed	125	108	1,475	1,312	433
Cases Closed	92	70	1,102	932	170
Accident Reports	80	65	800	663	137
Arrest Reports	81	66	999	836	163
Burglaries Reported	6	7	71	58	13
Drug Charges	23	14	272	288	-16
DWI Charges	3	3	77	64	13
Citations Issued	289	117	3,445	1,457	1988
Speeding	152	35	1,302	400	902
No Operator License	45	23	798	281	517
Registration Violations	35	7	461	151	310

II. PERSONNEL UPDATE

The police department is currently short 7 positions. Currently the agency has an officer slated to graduate BLET in December. The department is currently looking at sending one candidate to BLET in January.

III. MISCELLANEOUS

Mandatory in-service training was continued in November. All the department firearms certifications have been completed for the year. The police department continues to assist with Birthday Parades, Swim Giving's at the SRAC, Delivered Thanksgiving Meals and assisted with Veterans Day Celebration.

REPORTED UCR OFFENSES FOR THE MONTH OF NOVEMBER 2021

PART I CRIMES	November	November	+/-	Percent	Year-To-Date		+/-	Percent
	2020	2021		Changed	2020	2021		Changed
MURDER	0	0	0	N.C.	0	1	1	N.C.
RAPE	0	1	1	N.C.	1	2	1	100%
ROBBERY	3	1	-2	-67%	13	9	-4	-31%
Commercial	1	0	-1	-100%	3	3	0	0%
Individual	2	1	-1	-50%	10	6	-4	-40%
ASSAULT	6	2	-4	-67%	46	44	-2	-4%
* VIOLENT *	9	4	-5	-56%	60	56	-4	-7%
BURGLARY	7	6	-1	-14%	56	66	10	18%
Residential	4	3	-1	-25%	30	34	4	13%
Non-Resident.	3	3	0	0%	26	32	6	23%
LARCENY	26	21	-5	-19%	363	351	-12	-3%
AUTO THEFT	5	3	-2	-40%	17	42	25	147%
ARSON	0	0	0	N.C.	5	2	-3	-60%
* PROPERTY *	38	30	-8	-21%	441	461	20	5%
PART I TOTAL:	47	34	-13	-28%	501	517	16	3%
PART II CRIMES								
Drug	13	25	12	92%	217	273	56	26%
Assault Simple	8	11	3	38%	71	98	27	38%
Forgery/Counterfeit	0	1	1	N.C.	28	24	-4	-14%
Fraud	6	5	-1	-17%	64	63	-1	-2%
Embezzlement	0	2	2	N.C.	9	9	0	0%
Stolen Property	0	1	1	N.C.	6	14	8	133%
Vandalism	5	7	2	40%	59	60	1	2%
Weapons	1	0	-1	-100%	9	15	6	67%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	1	0	0%	7	11	4	57%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	1	0	0%	8	3	-5	-63%
D. W. I.	3	4	1	33%	62	78	16	26%
Liquor Law Violation	0	0	0	N.C.	8	11	3	38%
Disorderly Conduct	0	0	0	N.C.	1	6	5	500%
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	14	22	8	57%	227	203	-24	-11%
PART II TOTAL:	52	80	28	54%	776	869	93	12%
GRAND TOTAL:	99	114	15	15%	1277	1386	109	9%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
November 2021**

I. Statistical Section

Nov

Confirmed Structure Fires	6
EMS Responses	149
Misc./Other Calls	27
Mutual Aid Calls	9
TOTAL EMERGENCY RESPONSES	238

Nov YTD

Fire Inspections/Compliance Inspections	8	117
Public Fire Education Programs	3	11
# Of Children Educated	79	461
# Of Adults Educated	12	43
Plans Review Construction/Renovation Projects	0	75
Fire Related Injuries & Deaths		
# Of Civilian Deaths	1	2
# Of Civilian Injuries	0	0

II. Major Revenues

Nov YTD

Inspections	\$100.00	\$2,675.00
Fire Recovery USA	1,352.00	\$5,312.00

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- Nov. 3 – Participated in a confined space drill with Johnston County Emergency Services
- Nov. 6 – Touch-A-Truck
- Nov. 6 – Neuse Charter School escort
- Nov. 11 – Veterans’ Day Celebration
- Performed 16 Pre-Incident Fire Plans during the month of November

V. Upcoming Plans

**Town of Smithfield
Public Works Department
November 30, 2021**



108 Total Work Orders completed by the Public Works Department

4 Burials, at \$700.00 each = \$2,800.00

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

\$3,000. Sunset Cemetery Lot Sales

\$5,000. Riverside Extension Cemetery Lot Sales

469.76 tons of household waste collected

254.00 tons of yard waste collected

2.81 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
November 30, 2021**



I. Statistical Section

- 4 Burials
- 5 Works Orders – Buildings & Facilities Division
- 10 Work Orders – Grounds Division
- 5 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 3,000.00
Riverside Ext Cemetery Lot Sales:	\$ 5,000.00
Grave Opening Fees:	\$ 2,800.00
Total Revenue:	\$10,800.00

III. Major Expenses for the Month:

The Appearance Division purchased 15 Carpinus Trans Fontaine Trees from Southern Oak Nursery & supply, paid \$3000.00

IV. Personnel Update:

No new hire for the month of Nov.

V. Narrative of monthly departmental activities:

- The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings, and facilities. The Appearance Division safety meeting was on "Confined Spaces". 15 trees were planted and continually being watered downtown Smithfield.

Appearance Commission Nov. 2021 Monthly Report:

- **Talked about buildings for painting downtown Smithfield.**
- **Mentioned the Johnston Co. Agriculture training with Dr. Barbara Fair.**
- **All 15 trees have been planted and continually being watered downtown Smithfield.**

Next Appearance Commission meeting will be on Dec. 21, 2021, at 5:00 pm in Town Hall.

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Nov. 30, 2021



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 1 Work Orders – 60 lbs. of Cold Patch was used for 1 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$ 169,951.87 was paid to James Paul Edwards for Cedar Drive Storm drain project.
\$ 542.52 was paid to Whites Equipment for fuel line repair.
\$ 5,424.60 was paid to Southern Vac. for brush motor replacement and repair broken wire for the street sweeper's camera.

IV. Personnel Update:

No new hire for the month of Nov.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Confined Spaces".
Touch a truck Event held on Nov. 6th delivered traffic cones & event containers

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

Location: 121 S. 5th St.
Starting Date: 11/3/2021
Completion Date: 11/17/2021
Description: Clean contents out of the condemned house and transport to the Johnston Co Landfill.
Man-hours: 69.50 hrs.
Equipment: Truck #'s 300, # 317, and Knuckle boom #301
Materials: 17' Roll off Metal Container

Location: Wellons St. & Brightleaf Blvd.
Starting Date: 11/15/2021
Completion Date: 11/15/2021
Description: 2' x 2' Pothole
Man-hours: 40 min.
Equipment: Truck #412
Materials: 1 Bag of Perma Patch

Location: 350 E. Market St. (Town Hall Gardens) and
(Downtown Smithfield) 2nd St., 3rd St. and Johnston St.
Starting Date: 11/17/2021
Completion Date: 11/18/2021
Description: Assist with setting up the Santa House at the Town Gardens, and delivery traffic cones and event containers for the Touch a Truck.
Man-hours: 5 Hrs.
Equipment: Truck #'s 905-2020, #300, #312, #317 and #401
Materials: 15 traffic cones, 75 traffic cones & 12 Event Rollout Containers

Location: Vermont St., between Sanders & Bingham St.
Starting Date: 11/8/2021
Completion Date: 11/8/2021
Description: Change school times on existing signage from 7:40 am - 8:40 am and 2:20 - 3:10 pm. New hours are 8:00 - 9:00 am and 2:20 - 3:20 pm
Man-hours: 4 hrs.
Equipment: Truck # 401
Materials: Heat gun all new numbers from Smithfield Sign Design

Location: Outlet Ctr. Dr.
Starting Date: 11/9/2021
Completion Date: 11/9/2021
Description: Cut right of way.
Man-hours: 7 hrs.
Equipment: Truck #401 & Trailer
Materials: 2 scag mowers

Location: End of Longview and Rose Manor entrance.
Starting Date: 11/30/2021
Completion Date: 11/30/2021
Description: 4 x 4 sinkhole
Man-hours: 2.5 hrs.
Equipment: Truck #'s 401 and #905
Materials: 9 bags of Perma Patch

Location: 807 Wilson's Mills Rd.
Starting Date: 11/18/2021
Completion Date: 11/18/2021
Description: Backfill the beat out 6x26 utility cut
Man-hours: 2.5
Equipment: Truck #'s 401, #905 and Unit #411 Backhoe
Materials: One backhoe bucket of screenings

Location: Rose St. & Third St.
Starting Date: 11/29/2021
Completion Date: 11/29/2021
Description: Replace broken storm drain grate.
Man-hours: .5 hrs.
Equipment: Truck # 401
Materials: New fabricated grate, and 2 traffic cones

Location: 104 W. Langdon Ave. - Unity FWB Church
Starting Date: 11/8/2021
Completion Date: 11/8/2021
Description: Repaired the hole in the box the grates sit on.
Man-hours: 2.5 hrs.
Equipment: Truck #401
Materials: Quantity of two 80-lb bags of concrete, and (3) Bags of Perma Patch

Location: Downtown Streets E. Market
Starting Date: 11/10/2021
Completion Date: 11/10/2021
Description: Plant, mulch, and water 5 trees
Man-hours: 22.5 hrs.
Equipment: Truck #905 and Trailer, and Truck # 402
Materials: Shovels, 1 Blower, 2 Steel Rakes, 2 Pitch Forks, 1 Trailer, 1 Water tank, and 1 Weed Eater

Location: Downtown Trees
Starting Date: 11/17/2021
Completion Date: 11/17/2021
Description: Planted 10 trees: mulch and watered in trees
Man-hours: 4.75 hrs.
Equipment: Truck #'s 905 and #312
Materials: 1 Blower, 1 Weed Eater, 1 60-Gallon Water Barrel, 3 Shovels, 2 Steel Rakes and 2 Pitch Forks

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Date of Repair:
10/10/21	811 Martin St.	7x11	11/10/21	11/10/21
10/20/21	Salvation Army / Brightleaf Blvd. (Cut in the grass)	4x4	11/10/21	n/a
10/22/21	200 E. Huntley St.	2x6	11/10/21	11/10/21
10/26/21	212 E. Davis St.	5x16 asphalt	11/10/21	11/10/21
10/26/21	206 N. 5th St.	4x15	11/10/21	11/10/21
11/04/21	Sanders & 2nd St.	8x8 asphalt	11/10/21	11/10/21

Submitted to Denton Contracting on 11/10/2021

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Date of Repair:
11/09/21	Corner of S. 4th & Lee St.	4x12	11/17/21	11/19/21
11/09/21	5 Lakeview Place	4x47	11/17/21	11/19/21
11/09/21	5 Lakeview Place (Soft spot)	4x6	11/22/21	11/23/21
11/15/21	807 Wilson's Mills Rd. (HIGH PRIORITY)	6X26	11/17/21	11/19/21
11/17/21	922 Chestnut Dr. (REVISED CUT SIZE)	6x32	11/17/21	11/19/21

Submitted to Denton Contracting on 11/17/2021

Submitted revision on 11/18/2021

Utility cuts repaired on 11/19 and 11/23/2021

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Nov. 30, 2021**



I. Statistical Section

12 Preventive Maintenances

0 North Carolina Inspections

29 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Confined Spaces".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Nov. 30, 2021



I. Statistical Section

The Division collected from approximately 4,087 homes, 4 times during the month

- a. Sanitation forces completed 51 work orders
- b. Sanitation forces collected tons 469.76 of household waste
- c. Sanitation forces disposed of 121 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 1.78 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 2.81 tons of recyclable plastic
- h. Recycled 1500 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 0 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$16.08 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 1,520 lbs. of shredder steel for \$191.40 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$3,234 for disposal of yard waste and debris. Cox Repair was paid \$1,033.50 for the towing of HHW TK#305 and KB #301. NC Truck and Diesel INC was paid \$ 1,350.80 for repairs to lights, wires, and heater to KB #301. Gregory Poole Equipment Co was paid \$ 9,373.09 for gaskets, injectors, and valve covers for HHW TK # 303. Velocity Truck was paid 9,958.53 for electrical issues with blower motor for HHW TK #310.

IV. Personnel Update:

The Public Works Dept. continued to utilize Mitchell Temporary Services until labor positions can be filled.

V. Narrative of monthly departmental activities:

The department worked closely with Junior Woman's League of Smithfield with the Touch A Truck event, we supplied traffic control and event containers per request. The Public Works Department safety meeting was on "Confined Spaces".

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR NOVEMBER, 2021

PROGRAMS STATISTICS	November, 2021		November, 2020	
NUMBER OF PROGRAMS	7		6	
TOTAL ATHLETICS PARTICIPANTS	202		120	
TOTAL NON/ATHLETIC PARTICIPANTS	380		33	
NUMBER OF GAMES PLAYED	0		4	
TOTAL NUMBER OF PLAYERS (GAMES)	0		170	
NUMBER OF PRACTICES	18		0	
TOTAL NUMBER OF PLAYER(S) PRACTICES	162		0	
SARAH YARD CENTER VISITS	176		163	
	November, 2021	21/22 FY YTD	November, 2020	20/21 FY YTD
PARKS RENTALS	29	205	17	114
USERS (PARKS RENTALS)	836	6343	300	2163
TOTAL UNIQUE CONTACTS	1,376	16,124	1,384	
	November, 2021	21/22 FY YTD	November, 2020	20/21 FY YTD
FINANCIAL STATISTICS				
PARKS AND RECREATION REVENUES	\$ 3,192.00	\$ 27,292.00	\$ 370.00	\$ 5,688.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 69,172.00	\$ 326,660.00	\$ 48,963.37	\$ 269,945.45
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ 25,295.00	\$ 64,045.00	\$ -	\$ -
SARAH YARD CENTER EXPENDITURES (OPERATIONS)	\$ 2,639.00	\$ 14,517.00	\$ 552.53	\$ 6,503.53
SARAH YARD CENTER EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ -	\$ 8,500.00		

HIGHLIGHTS: Smithfield Veterans Day Celebration
 Swimsgiving



SRAC MONTHLY REPORT FOR NOVEMBER, 2021

PROGRAMS STATISTICS	November, 2021		November, 2020	
NUMBER OF PROGRAMS	17		9	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2707		2933	
	November, 2021	21/22 FY YTD	November, 2020	20/21 FY YTD
SRAC MEMBER VISITS	2585	15334	1772	6261
DAY PASSES	338	5858	0	0
RENTALS (SRAC)	44	191	6	7
USERS (SRAC RENTALS)	2697	8482	155	220
TOTAL UNIQUE CONTACTS	8,327	44,874	4,860	
	November, 2021	21/22 FY YTD	November, 2020	20/21 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 33,164.00	\$ 258,502.00	\$ 19,401.53	\$ 43,009.49
SRAC EXPENDITURES	\$ 83,136.00	\$ 408,565.00	\$ 61,118.54	\$ 267,698.00
SRAC CAPITAL OUTLAY	\$ -	\$ 4,630.00	\$ 96,136.00	\$ 96,136.00
SRAC MEMBERSHIPS	2338		1890	

NOTES: Hosted 4 High School Swim Meets
 Alligator Steps - 2000+ Swim Lessons



**Utilities Department
Monthly Report
November 2021**

- **Statistical Section**

- Electric CP Demand 22,650 Kw relative to October's demand of 22,693 Kw.
- Electric System Reliability for was 99.9973%, with two (2) recorded main line outages; relative to October's 99.9974%.
- Raw water treated on a daily average was 4.145 MG relative to 4.192 MG for October; with maximum demand of 4.519 MG relative to October's 4.876 MG.
- Total finished water to the system was 116.136 MG relative to October's 119.655 MG. Average daily for the month was 3.746 MG relative to October's 3.860 MG. Daily maximum was 4.412 MG (November 1st) relative to October's 4.503 MG. Daily minimum was 3.258 MG (November 22nd), relative to October's 3.176 MG.

- **Miscellaneous Revenues**

- Water sales were \$224,418 relative to October's \$230,644
- Sewer sales were \$386,834 relative to October's \$419,297
- Electrical sales were \$1,170,120 relative to October's sales of \$1,290,948
- Johnston County Water purchases were \$158,221 for 67.328 MG relative to October's \$153,622 for 65.371 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$931,470 relative to October's \$936,842.
- Johnston County sewer charge was \$158,268 for 42.358 MG relative to October's \$180,119 for 48.173 MG.

- **Personnel Changes –**

- Adam Woodall left employment as a Utility Line Mechanic on November 12, 2021.
- Shawn Stuckey left employment as a Utility Line Mechanic on November 26, 2021.
- Joseph Deleon began employment as a Utility Line Mechanic on November 8, 2021.



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

I. Statistical Section

- Street Lights repaired -11
- Area Lights repaired -17
- Service calls - 29
- Underground Electric Locates -137
- Poles changed out/removed or installed -5
- 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 lock out tag out.

V. Miscellaneous Activities:

- The Electrical Dept. is continuing to work on Conversion work.
- The Electrical Dept. is continuing to work on circuit audit lists.
- The Electrical Dept. install Christmas Decorations along Market St.



WATER & SEWER

November 2021 Monthly Report

● DISCONNECT WATER	6
● RECONNECT WATER	7
● TEST METER	1
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	19
● LOW PRESSURE CALLS	3
● NEW/RENEW SERVICE INSTALLS	3
● LEAK DETECTION	15
● METER CHECKS	25
● METER REPAIRS	7
● WATER MAIN/SERVICE REPAIRS	7
● STREET CUTS	6
● REPLACE EXISTING METERS	5
● INSTALL NEW METERS	3
● FIRE HYDRANTS REPAIRED	2
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS	0
● CLEANOUTS INSTALLED	5
● INSPECTIONS	5
● CAMERA SEWER	2
● SEWER MAIN CLEANED	249

- SERVICE LATERALS CLEANED 1680 LF
- SERVICE CALLS 96
- LOCATES 142

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

MAJOR EXPENSES FOR THE MONTH OF November

- Vac truck had to be serviced and some repairs made.

PERSONNEL UPDATES

- Adam Woodall and Shawn Stuckey resigned.
- Hired Joey Deleon, Hired Joey Pierce

UPCOMING PROJECTS FOR THE MONTH OF DECEMBER

- Dennis will be installing valves at the pumping stations.



MONTHLY WATER LOSS REPORT

November 2021

(1) - Meters with slow washer leaks

3/4" Line, 1/8" hole – 1 Day

1 1/2" Line, 1/8" hole – 1 Day

(2) 2" Line, 1/8" hole – 1 Day

6" Line, split – 6 hrs.

(2) 8" Line, split – 6 hrs.

FH LEAKING SLOW DRIP

Smithfield Water Plant
Distribution Sampling Site Plan

November 2021

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	11/23/21	3.2	15	7965	10	North Street	11/24/21	2.5	15	17820	40
Computer Drive	11/23/21	3.2	15	31860	10	West Street	11/24/21	3	15	78030	50
Castle Drive	11/23/21	3	15	7965	10	Regency Drive	11/24/21	3	15	63720	60
Parkway Drive	11/23/21	3.4	15	63720	40	Randers Court	11/24/21	3	15	15930	40
Garner Drive	11/23/21	3	15	63723	40	Noble Street	11/24/21	2.6	15	15930	40
Hwy 210 LIFT ST.	11/23/21	3	15	15930	40	Fieldale Dr#1(L)	11/24/21	3	15	63720	40
Skyland Drive	11/24/21	3.2	15	7965	10	Fieldale Dr#2(R)	11/24/21	3	15	63720	40
Bradford Street	11/24/21	3.2	15	15930	10	Heather Court	11/24/21	2.5	15	15930	40
Kellie Drive	11/24/21	3	15	7965	10	Reeding Place	11/24/21	2.5	15	15930	40
Edgewater	11/24/21	2.8	15	7965	10	East Street	11/24/21	3	15	63720	40
Edgecombe	11/24/21	3	15	15930	40	Smith Street	11/24/21	3	15	63720	40
Valley Wood	11/24/21	3	15	63720	40	Weillons Street	11/24/21	3	15	63720	40
Creek Wood	11/24/21	3	15	63720	40	Kay Drive	11/24/21	2.5	15	38985	15
White Oak Drive	11/24/21	3.2	15	7965	10	Huntington Place	11/24/21	2	15	38985	15
Brookwood Drive	11/29/21	3.2	15	22515	5	N. Lakeside Drive	11/24/21	2	15	9750	15
Runnymede Place	11/29/21	3	15	31860	10	Cypress Point	11/24/21	2.5	15	34890	12
Nottingham Place	11/29/21	3	15	38985	10	Quail Run	11/24/21	2	15	8715	12
Heritage Drive	11/29/21	3	15	38985	10	British Court	11/24/21	2	15	8715	12
Noble Plaza #1	11/29/21	2.6	15	9750	10	Tyler Street	11/24/21	2.5	15	78030	60
Noble Plaza #2	11/29/21	2.6	15	9750	10	Yelverton Road	11/24/21	2.5	15	63720	40
Pinecrest Street	11/29/21	3	15	19500	10	Ava Gardner	11/24/21	2	15	63720	40
S. Sussex Drive	11/29/21	3	15	31860	10	Waddell Drive	11/24/21	2.5	15	7965	10
Elm Drive	11/29/21	3.2	15	9750	10	Henly Place	11/24/21	1	15	8715	12
						Birch Street	11/24/21	1.5	15	34890	12
Coor Farm Supply	11/29/21	2	15	7965	10	Pine Street	11/24/21	0.5	15	38985	15
Old Goldsboro Rd.	11/29/21	3.2	15	7965	10	Oak Drive	11/24/21	1	15	37695	14
Hillcrest Drive	11/23/21	2.5	15	31860	10	Cedar Drive	11/24/21	1	15	31860	10
Eason Street	11/23/21	3	15	38985	40	Aspen Drive	11/24/21	1.5	15	34890	12
Magnolia circle	11/23/21	2.5	15	78030	40	Furlonge Street	11/30/21	2	15	34890	12
Rainbow Drive	11/23/21	2.5	15	19500	60	Golden Corral	11/30/21	1.5	15	40290	16
Rainbow Circle	11/23/21	2	15	19500	60	Holland Drive	11/30/21	2	15	9750	15
Moonbeam Circle	11/23/21	2.5	15	19500	60	Davis Street	11/30/21	2	15	34890	12
Ray Drive	11/23/21	3	15	15930	60	Caroline Ave.	11/30/21	1.5	15	31860	10
Will Drive	11/23/21	3	15	63720	40	Johnston Street	11/30/21	2	15	38985	15
Michael Lane	11/23/21	3	15	63720	40	Ryans	11/30/21	1	90	9750	15
Ward Street	11/23/21	3	15	15930	40						

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