



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, May 2, 2023

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MAY 2, 2023
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

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Presentations:

1. Proclamation: Honoring Fire Captain Bentley **Powell's 20 Years of Service** to the Town of Smithfield
(Mayor – M. Andy Moore) See attached information.....1
2. 2022 Police Department Officer of the Year Award
(Interim Chief of Police – James Grady) See attached information.....3
3. Administering Oath of Office to New Police Officer James Davis
(Mayor – M. Andy Moore) See attached information.....5

Public Hearings:

1. ZA-23-03 Town of Smithfield: The applicant is requesting an amendment to Unified Development Ordinances, Article 10, Part 1, Section 10.95, Airport Height Hazard Overlay (AHH) to help insure safe movement of aircraft near the Johnston County Regional Airport.
(Planning Director – Stephen Wensman) See attached information.....7
2. ZA-23-04 Town of Smithfield: The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinances, Article 6, Section 6.6, Tables of Permitted Uses and Activities that will remove government offices as a permitted use in the light industrial and heavy industrial zoning districts.
(Planning Director – Stephen Wensman) See attached information.....27
3. ZA-23-05 Town of Smithfield: The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinances, Article 10, Section 10.1 that will restrict the severe pruning of regulated landscaping.
(Planning Director – Stephen Wensman) See attached information.....33

Citizens Comments

Consent Agenda Items:

- 1. Approval of Minutes:
 - a. March 23, 2023 – Budget Session
 - b. March 27, 2023 – Budget Session
 - c. April 3, 2023 – Budget Session
 - d. April 4, 2023 – Regular Meeting
(Town Clerk – Shannan Parrish) See attached information.....41
- 2. Special Event: Spring Carnival – Inners Shows, Inc is requesting to hold a carnival at the Carolina Premium Outlets May 12th through the 29th.
(Planning Director – Stephen Wensman) See attached information.....63
- 3. Special Event: Member Appreciation – Healthquest is requesting to hold a member appreciation event on May 20, 2023 at 514 North Brightleaf Blvd. from 10:00 am until 2:00 pm. This request includes food trucks and amplified sound.
(Planning Director – Stephen Wensman) See attached information.....69
- 4. Consideration and request for approval to allow employees to donate sick time to an employee in the Recreation Aquatics Department
(Parks and Recreation Director – Gary Johnson) See attached information..... 77
- 5. Consideration and request for approval to adopt various budget amendments
(Finance Director – Greg Siler) See attached information..... 79
- 6. Consideration and request for approval for a grant agreement with Johnston County for Water Plant Improvements
(Public Utilities Director – Ted Credle) See attached information.....83
- 7. Board Appointment
 - a. Rick Childrey has submitted an application for consideration to be reappointed to the Library Board of Trustees for a third term
(Town Clerk – Shannan Parrish) See attached information.....97
- 8. New Hire Report
(HR Director – Tim Kerigan) See attached information.....101

Business Items:

- 1. Consideration and request for approval to enter into an agreement with WithersRavenel in the amount of \$52,500 for identification and **classification of all water service lines in the Town’s service area**
(Public Utilities Director – Ted Credle) See attached information.....103
- 2. FY 2023-2024 Budget Discussions
(Town Manager – Michael Scott)

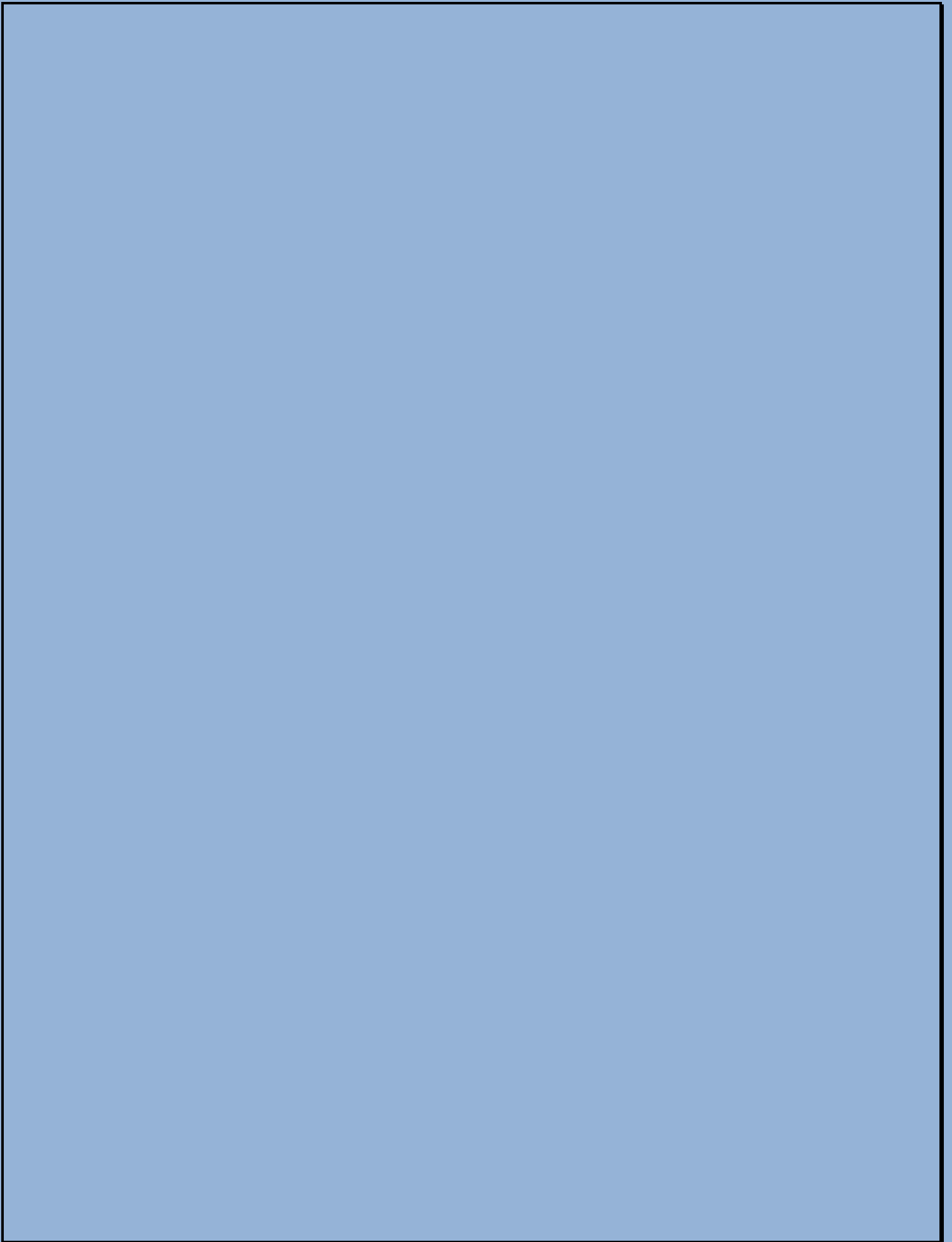
Councilmember's Comments

Town Manager's Report

- Financial Report (See attached information).....117
- Department Reports (See attached information).....121
- **Manager's Report** (Will be provided at the Meeting)

Recess: Thursday, May 4, 2023 at 7:00 pm in the Fire Station Training Room

Presentations



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

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

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

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

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

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

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

M. Andy Moore, Mayor



Request for Town Council Action

Police
Presentation Officer of
The Year
Date: 05/02/2023

Subject: Officer of The Year Presentation
Department: Police Department
Presented by: Interim Chief **of Police James Grady**
Presentation: Presentation

Issue Statement

Patrol Officer Jonathan Boyce has received Officer of the Year for 2022. Officer Boyce was elected to receive this award by other officers and supervisors. Officer Boyce has been with the department for 2 years. Officer Boyce works for the Patrol Division and is currently working as a Patrol Officer.

Financial Impact

None

Action Needed

Presentation of Officer of The Year

Recommendation

Interim Chief to present Officer Jonathan Boyce Officer of The Year

Approved: Town Manager Towny Attorney

Attachments:

1. Staff Report



Staff Report

Presentation
Police
Officer
of The
Year

Officer Boyce has received the Officer of the Year award for 2022. Officer Boyce joins several other members of the Smithfield Police Department that have received this specific recognition. Members of the department nominate officers for this award. Once nominated the Team Commanders vote based on the nominations on who will receive this award and it is presented to the Chief for final approval.

Officer Boyce has been with the Smithfield Police Department for 2 years. He currently works in the Patrol Division. Officer Boyce is always willing to go above and beyond in the performance of his duties. He always has a positive attitude. He is an asset to the Department and the Town. Please join me at this time in congratulating Officer Boyce on his award.



Request for Town Council Action

Police
Presentation: Oath of
Office
Date: 05/02/2023

Subject: Oath of Office
Department: Police Department
Presented by: Interim Chief of Police James Grady
Presentation: Presentation

Issue Statement

The Smithfield Police Department has hired a new officer to fill existing vacancies within the Police Department. James Davis has been hired to fill one of these positions. James Davis previously worked at Elizabethtown Police Department and was a member of the United States Army.

Financial Impact

Approved Budgeted Amount for FY 2022-2023: Covered by the Current Budget

Action Needed

Administer the oath of Office to Officer James Davis and welcome him into the Smithfield Community.

Recommendation

Administer the oath of Office to Officer James Davis and welcome him into the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation: Oath
of
Office

OATH OF OFFICE
SMITHFIELD POLICE DEPARTMENT

"I, James Davis, the undersigned, do solemnly swear or affirm that I will support the Constitution of the United States; that I will faithfully and bear true allegiance to the State of North Carolina and to the Constitutional powers and authorities which are, or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States; that I will be alert and vigilant to enforce the criminal laws of this state; that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a law enforcement officer according to the **best of my skill, abilities and judgment, so help me God.**"

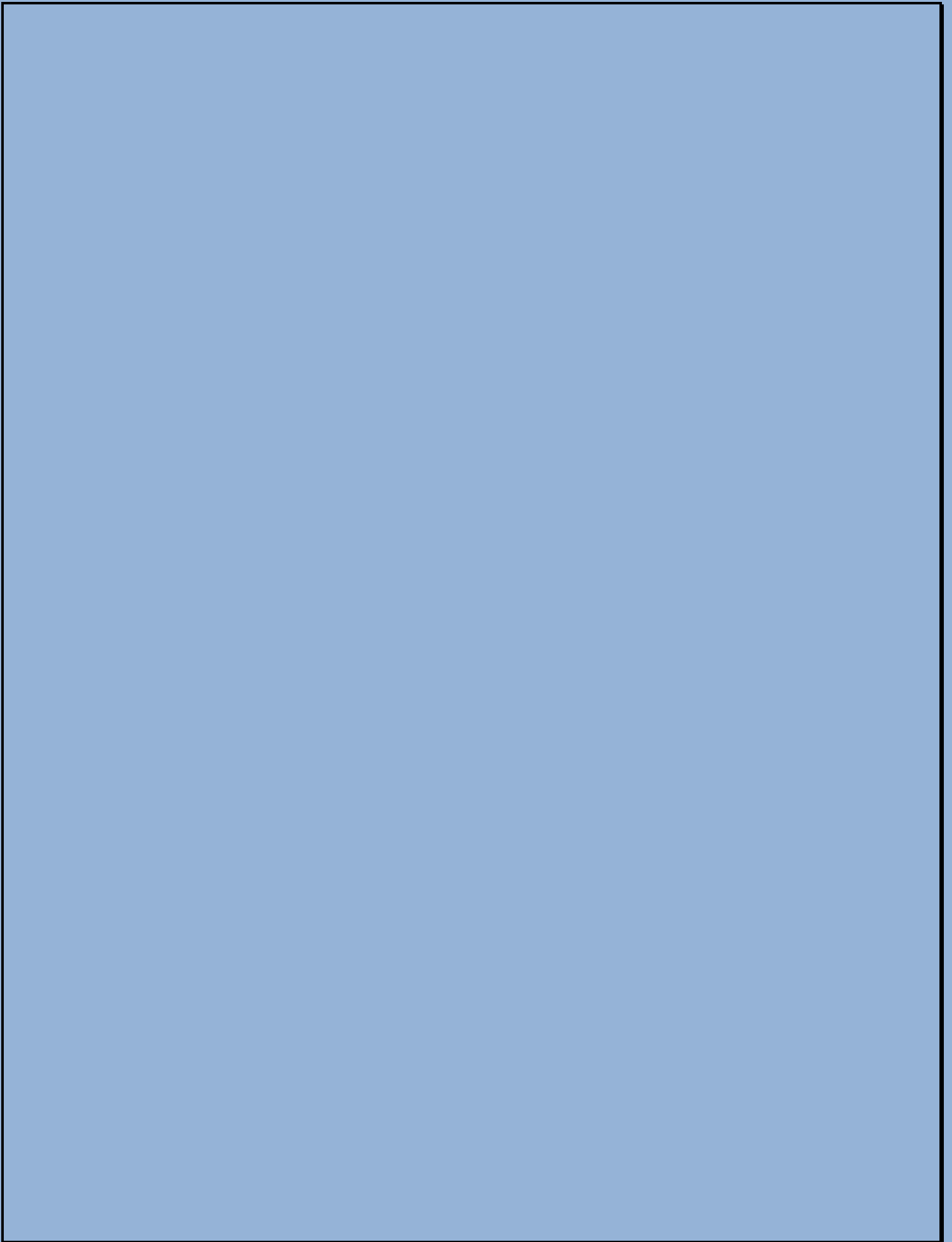
Signature

Date

Sworn to and subscribed before me this the ____ day of _____, 2023

M. Andy Moore, Mayor

Public Hearings





Request for Town Council Action

Public
Hearing: ZA-23-03
Date: 05/02/2023

Subject: Airport Height Hazard Overlay Update
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Request to amend Article 10, Section 10.95 Airport Height Hazard Overlay (AHH) and corresponding definitions in Appendix A.

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny the request.

Recommendation

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

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Zoning Text Amendment
2. Consistency Statement
3. Application
4. Airport Height Hazard Overlay Map
5. Planning Board Minutes
6. Legal Advertisement



Staff Report

Public Hearing: ZA-22-03

REQUEST:

Staff is requesting approval of an update to the Airport Height Hazard Overlay (AHH) regulations in Article 10, Section 10.95 and associated definitions in Appendix A.

OVERVIEW/ANALYSIS:

Planning Director Wensman participated in a stakeholder group to assist and guide the update to the Johnston County Regional Airport Master Plan. As part of this update, the consultants for the airport identified needed updates to local regulations per the FAA model ordinance. The updates to Article 10, Section 10.95 and associated definitions in Appendix A reflect the recommended changes.

PROPOSED AMENDMENT:

The amendment provides clearer description and guidance on the various airport zones as it pertains to dimensional characteristics, height, and lighting requirements.

The amendment also updates certain terms found within the AHH Overlay ordinance.

CONSISTENCY STATEMENT (Staff Opinion):

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

RECOMMENDATION:

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

RECOMMENDED MOTION:

Staff recommends the following motion:

“move to approve zoning text amendment, ZA-23-03, 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.”**

DRAFT ORDINANCE # ZA-23-03
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 10, SECTION 10.95 AIRPORT HEIGHT HAZARD OVERLAY

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 7, Section 7.3 Accessory Uses and Structures to allow two accessory structures per residential lot.

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:

[Revise Article 10, Section 10.95 Airport height hazard overlay regulations.]

PART 1

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

SECTION 10.95 AIRPORT HEIGHT HAZARD OVERLAY (AHH).

10.95.1. Purpose.

The purpose of the airport height hazard district (AHH) is to provide regulations that prohibits the creation or establishment of hazards that endangers public health, safety, welfare, or impacts an individual's quality of life, or prevents the safe movement of aircraft at the Johnston County Regional Airport and and promotes the most appropriate use of land to prevent the creation or establishment of airport hazards. ~~provide a higher level of control from activities, situations and obstructions that could have the potential for endangering the lives and property of users of the Johnston Regional Airport, and property or occupants of land in its vicinity. Further, the creation or establishment of an obstruction may effect existing and future instrument approach minimums of the Johnston Regional Airport, and that obstruction may present a hazard to air navigation and/or reduce the size of areas available for the safe landing, takeoff and maneuvering of aircraft.~~

10.95.2. Intent.

It is the intent of this section to prevent the creation or establishment of hazards to air navigation, eliminate, remove, alter or mitigate hazards to air navigation, by regulating the height of structures, and the use of property in the vicinity of the airport.

10.95.3. Airport Hazard District Zones.

In order to carry out the provisions of this section, there are created and established certain zones which include all of the land lying beneath the runway protection zone, the approach surface, transitional surface, horizontal surface and conical surface ~~approach surfaces, transitional~~

surfaces, horizontal surfaces, and conical surfaces as they apply to the Johnston Regional Airport. ~~Such~~ These zones are identified as A, B, C, D and E and are defined in Appendix A, in Section 10.95.3.4 and zones are identified on the Airport Height Hazard Overlay Map which is on file in the office of the Johnston County planning office and the geographical informational services office and the Town of Smithfield planning office. ~~An area located in one or more than one of the following zones is considered to be the only area in the zone with the more restrictive height regulations.~~

Section 10.95.3.4. Dimensions for Airport Overlay Zones – Precision Runway

<u>Zone</u>	<u>Inner Width</u>	<u>Outer Width</u>	<u>Length</u>	<u>Height or Slope</u>
<u>A</u> <u>(Runway Protection Zone – Begins at end of turf runway, 200' past hard surface runway)</u>	<u>RWY 3 – 1,000'</u> <u>RWY 21 – 500'</u>	<u>RWY 3 – 1,750'</u> <u>RWY 21 – 700'</u>	<u>RWY 3 – 2,500'</u> <u>RWY 21 – 1,000'</u>	<u>RWY 3 – 50:1</u> <u>RWY 21 – 34:1</u>
<u>B</u> <u>(Approach zone - Begins at end of turf runway, 200' past hard surface runway)</u>	<u>RWY 3 – 1,000'</u> <u>RWY 21 – 500'</u>	<u>RWY 3 – 16,000'</u> <u>RWY 21 – 3,500'</u>	<u>RWY 3 - *</u> <u>RWY 21 – 10,000'</u>	<u>RWY 3 - *</u> <u>RWY 21 – 34:1</u>
<u>C width</u> <u>(Transitional Surface)</u>	<u>1,000'</u>	<u>RWY 3 – 16,000'</u> <u>RWY 21 – 3,500'</u>	<u>RWY 3 - *</u> <u>RWY 21 – 10,000'</u>	<u>7:1**</u>
<u>D radius</u> <u>(Horizontal Surface)</u>	<u>Begins at edge of transitional surface</u>	<u>10,000'</u>		<u>150' above runway</u> <u>(excludes approach zone)</u>
<u>E radius</u> <u>(Conical Surface)</u>	<u>Begins at edge of horizontal surface</u>	<u>4,000'</u>		<u>20:1</u>

*Precision instrument approach slope is 50:1 for inner 10,000 feet and 40:1 for an additional 40,000 feet

**7:1 slope until intersection with the Horizontal Surface (RWY 3 and RWY 21), then add 7:1 slope on each side of RWY 3 Approach Surface for a horizontal distance of 5,000 feet laterally measured from the edge of the Approach Surface.

10.95.4. Airport Zone Height Limitations and Lighting Requirements

Unless otherwise provided for in this Ordinance, no structure, object, natural vegetation, or terrain shall be erected, altered, allowed to grow or be maintained within any airport zone established by this Ordinance to a height in excess of the applicable height limitations established by this Ordinance in Section 10.95.3.4. and shown on the “Airport Height Hazard Overlay Map.”

Lighting and marking requirements will be determined through an FAA 7460-1 airspace analysis. The owner of any structure, object, natural vegetation, or terrain is hereby required to install, operate, and maintain such markers, lights, and other aids to navigation necessary to indicate to the aircraft operators in the vicinity of an airport the presence of an airport hazard.

10.95.5. Airport Zoning Map

The Airport Land Use & Height Overlay Zones established by this Ordinance are shown on the Airport Height Hazard Overlay Map which is on file in the office of the Johnston County planning office and the geographical informational services office and the Town of Smithfield planning office. The Official Airport Land Use & Height Overlay Zoning Map, may be amended, and all notations, references, elevations, data, zone boundaries, and other information thereon, is hereby adopted as part of this Ordinance.

~~**10.95.3.1. Runway Larger Than Utility Visual Approach Zone.** This zone is defined as the inner edge of the approach zone that coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 1,500 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.~~

~~**10.95.3.2. Runway Larger Than Utility with a Visibility Minimum Greater than Three-Quarter Mile Non-precision Instrument Approach Zone.** This zone is defined as the inner edge of this approach zone that coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.~~

~~**10.95.3.3. Runway Larger Than Utility with a Visibility Minimum as Low as Three-Quarter Mile Non-precision Instrument Approach.** This zone is defined as the inner edge of this approach zone that coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.~~

~~**10.95.3.4. Precision Instrument Runway Approach Zone.** This zone is defined as the inner edge of this approach zone that coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.~~

~~**10.95.3.5. Transitional Zone.** The transitional zones are those zones that are the areas beneath the transitional surfaces.~~

~~**10.95.3.6. Horizontal Zone.** This zone is defined as that area established by swinging arcs of 5,000 feet radii for all runways designated as utility or visual and 10,000 feet for all others from the center of each and the primary surface of each runway connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include~~

approach and transitional at the periphery of the horizontal zone, and extends outward from a horizontal distance of 4,000 feet.

10.95.4. Airport Environs Height Regulations.

Except as otherwise provided in this section, no building or structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any airport hazard district zone to a height in excess of the applicable height established for such zone. The maximum height regulations are as follows:

~~**10.95.4.1. Runway Larger Than Utility Visual Approach Zone.** Slopes 20 feet outward for each foot upward beginning at the end of, and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.~~

~~**10.95.4.2. Runway Larger Than Utility with a Visibility Minimum Greater than Three-Quarter Mile Non-precision Instrument Approach Zone.** Slopes 34 feet outward for each foot upward beginning at the end of, and extending to a horizontal distance of 10,000 feet along the extended runway centerline.~~

~~**10.95.4.3. Runway Larger Than Utility with a Visibility Minimum as Low as Three-Quarter Mile Non-precision Instrument Approach.** Slopes 34 feet outward for each foot upward beginning at the end of, and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.~~

~~**10.95.4.4. Precision Instrument Runway Approach Zone.** Slopes 50 feet outward for each foot upward beginning at the end of, and at the same elevation as the primary surface and extending to a horizontal distance upward of 40 feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.~~

~~**10.95.4.5. Transitional Zone.** Slopes seven feet outward for each foot upward beginning at the sides of, and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation (165 feet above mean sea level). In addition to the foregoing, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of, and the same elevation as the approach surface, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of, and the same elevation as the approach surface and extending a horizontal distance of 5,000 feet measured at 90 degree angles to the extended runway centerline.~~

~~**10.95.4.6. Horizontal Zone.** Established at 150 feet above the airport elevation or at a height of 315 feet above mean sea level.~~

~~10.95.4.7. **Conical Zone.** Slopes 20 feet outward for each foot upward beginning at the periphery of the horizontal zone, and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.~~

~~10.95.5. **Airport Environs Height Regulations Exceptions.**~~

~~Nothing in this section shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to 50 feet above the surface of the land.~~

~~10.95.6. **Use Regulations.**~~

~~Notwithstanding any other provision of this section, no use may be made of land or water within any zone established by this section in such a manner as to:~~

~~10.95.6.1. Create electrical interference with navigational signals or radio communication between airport and aircraft;~~

~~10.95.6.2. Make it difficult for pilots to distinguish between airport lights and other lights;~~

~~10.95.6.3. Result in glare in the eyes of pilots using the airport;~~

~~10.95.6.4. Impair visibility in the vicinity of the airport;~~

~~10.95.6.5. Create bird-strike hazards; or~~

~~10.95.6.6. Otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.~~

~~10.95.7. **Existing Uses.**~~

~~The regulations prescribed in this section shall not be construed to require the removal, alteration, lowering or other change of any structure or tree not conforming to the regulations as of May 7, 1984, or otherwise interfere with the continuance of a nonconforming use. Nothing contained in this section shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to May 7, 1984.~~

~~10.95.8. **Marking and Lighting.**~~

~~Notwithstanding the provisions of this section, the owner of any existing structure that exceeds the height requirements of subsection 10.95.4 of this section, is required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Johnston County Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the Johnston County Airport Authority.~~

~~10.95.9. **Permits Required.**~~

~~Except as specifically provided in this subsection, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit thereof shall have been applied for and granted. Each~~

application for a permit shall indicate the purpose for which the permit is desired, with sufficient information in order to determine whether the resulting use, structure, or tree would conform to the regulations prescribed in this article.

~~**10.95.9.1.Existing Uses.** No permit shall be granted that would allow the establishment or creation of an obstruction, or permit a nonconforming use, structure or tree, to become a greater hazard to air navigation than it was on May 7, 1984, or than it is when the application permit is made.~~

~~**10.95.9.2. Nonconforming Uses, Abandoned or Destroyed.** Whenever the UDO Administrator determines that a nonconforming structure or tree has been abandoned, or more that 80 percent physically deteriorated, destroyed, or decayed, no permit shall be granted that would allow such structure or tree to exceed the height regulations of subsection 10.93.4 of this section, or otherwise deviate from the requirements of this section.~~

~~**10.95.9.3.Permit Exceptions.**~~

~~**10.95.9.3.1.** In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any structure or tree less than 75 feet of vertical height above the ground, except when, because of existing terrain, land contour, or topographic feature, such structure or tree would extend above the required height limits prescribed for such zones.~~

~~**10.95.9.3.2.** In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any structure or tree less than 75 feet of vertical height above the ground, except when such structure or tree, because of existing terrain, land contour, or topographic feature, would extend above the required height limit prescribed for such zones. Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration, of any structure, or growth of any tree in excess of any of the required height limits established in subsection 10.95.4 of this section.~~

10.95.6. Variances.

Any person desiring to erect or increase the height of any building or structure not in accordance with the regulations prescribed in this section, may apply to the Board of Adjustment for a variance from such regulations. The application for a variance must be accompanied by a determination letter from the Federal Aviation Administration as to the effect of the variance request on the operation of air navigation facilities and the safe, efficient use of navigable air space. An application for a variance from the requirements of this section shall be referred to the Airport Manager for advice as to the aeronautical effects of the variance request on the operation of the airport facilities. If the Airport Manager does not respond to the application request within 15 days

after receipt of the application, the Board of Adjustment may act on its own to grant or deny such application. ~~The Board of Adjustment, based on findings of fact, shall grant the variance if it:~~

~~**10.95.10.1.** Is found that a literal application of enforcement of the regulations will result in unnecessary hardship and relief granted will not be contrary to the public interest;~~

~~**10.95.10.2.** Will not create a hazard to air navigation;~~

~~**10.95.10.3.** Will do no injustice; and~~

~~**10.95.10.4.** Will be in accord with the spirit and intent of this section.~~

10.95.11. Obstruction Marking and Lighting.

Any permit or variance granted may, if such action is deemed advisable to carry out the purpose of this section, and is reasonable in the circumstances, be so conditioned as to require the owner of the structure to install, operate, and maintain, at the owner's expense, such markings and lights as necessary. If deemed proper by the Board of Adjustment, this condition may be modified to permit the Johnston County Airport Authority, at its own expense, to install, operate and maintain the necessary markings and lights.

[Revise Appendix A to update definitions related to AHH Overlay zoning.]

PART 2

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

Airport height hazard district definitions

For the purposes of Article 10, Part IX, Section 10.93, Airport Height Hazard District, the following items, phrases, and words shall have the meaning herein:

- (1) ***Airport elevation.*** The topographical elevation above mean sea level. At the Johnston Regional Airport this elevation is 165 feet.
- (2) ***Approach and runway protection zone map.*** The Approach and Runway Protection Zone Map is compiled from the criteria in 14 CFR Part 77, "Objects Affecting Navigable Airspace." It shows the five-airport overlay zones affected by the Airport Overlay Zoning Ordinance, and includes the layout of runways, airport boundaries, elevations, and area topography. Applicable height limitation areas are shown in detail.
- (3) ***Airport overlay zones.*** Zones intended to place height and land use conditions on land impacted by airport operations while retaining the existing underlying zone. The Title 14 Code of Federal Regulations Part 77 (14 CFR Part 77) Surfaces and runway protection zones have been combined to create five airport

overlay zones. The five specific zones create a comprehensive area focused on maintaining compatible land use around airports.

- (4) **Approach surface.** A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 10.93.4 of this Ordinance. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.
- (5) **Conical surface (Zone E) -** The conical surface extends upward and outward from the periphery of the horizontal surface at a slope of 20 feet horizontally for every one-foot vertically (20:1) for a distance of 4,000 feet. It is the outermost zone of the overlay areas and has the least number of land use restriction considerations. A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to one for a horizontal distance of 4,000 feet.
- (6) **Hazard to air navigation.** An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable air space.
- (7) **Height.** The height limits set forth in Section 10.93 and as shown on the height hazard map, the datum shall mean sea level elevation except as otherwise specified.
- (8) **Horizontal surface (Zone D) -** The horizontal surface is a horizontal plane located 150 feet above the established airport elevation and begins at the edge of the transitional surfaces and primary surface for a distance of 5,000 feet for visual approach runways, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
- (9) **Larger than utility runway.** The runway that is constructed for and intended to be used for propeller driven aircraft or greater than 12,500 pounds maximum gross weight or jet powered aircraft.
- (10) **Non-precision instrument runway.** The runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- (11) **Obstruction.** Any building, structure, growth, or other object, including a mobile object which exceeds a limiting height as set out in Section 10.93.4 of this Ordinance.

- (12) **Precision instrument runway.** A runway having an existing instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR), or a runway for which a precision approach system is planned and is so indicated on the approved airport layout plan or any other planning document.
- (13) **Primary surface.** The primary surface is longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. ~~For military runways.~~ When the runway has no specially prepared hard surface, the primary surface ends at each end of that runway. The width of the primary surface is 1,000 feet, or 500 feet on either side of the runway centerline, for a precision instrument runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
- (14) **Runway.** A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- (15) **Runway approach surface (Zone B)** - A critical overlay surface that reflects the approach and departure areas for each runway at an airport. The approach surface is longitudinally centered on the extended runway centerline, extending outward and upward from the end of the runway. The approach slope for visual runways is 20:1 for a distance of 5,000 feet.
- (16) **Runway protection zone (RPZ) (Zone A)** - The area off the end of the runway end designed to provide a clear area that is free of above ground obstructions and structures to enhance the protection of people and property on the ground. Zone A is intended to provide a clear area that is free of above-ground obstructions and structures.
- (17) **Transitional surfaces (Zone C).** The transitional A surface extending outward and upward at right 90 degree angles to the runway centerline and extends ~~extended~~ at a slope of seven feet horizontally for each one-foot vertically (7:1) from the sides of the primary and approach surfaces. ~~to where they intersect the horizontal and conical approach surfaces.~~ The Transitional surfaces for these portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend to the point at which they intercept the horizontal surface at a height of 150 feet above the established airport elevation a distance of 5,000 feet measured horizontally from the edge of the approach surface and at a 90 degree angle to the extended runway centerline.
- (18) **Utility runway.** A runway intended solely for the operation of aircraft using visual approach procedures.

- (19) **Visual runway.** A runway intended solely for the operation of aircraft using visual approach procedures.

PART 3

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

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

Duly adopted this the 2nd day of May, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-23-03

Whereas the Smithfield Town Council, upon acting on a zoning ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-23-03 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,

That the final action regarding zoning ordinance amendment ZA-23-03 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 ordinance 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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield 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. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

Petitioner's Name

Address or PO Box

City, State, Zip Code

Telephone

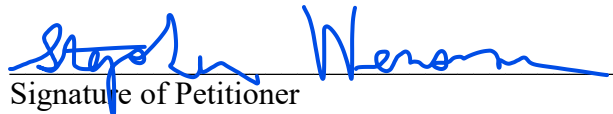
Proposed amendment to the Town of Smithfield Unified Development Ordinance:

(Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.


Signature of Petitioner

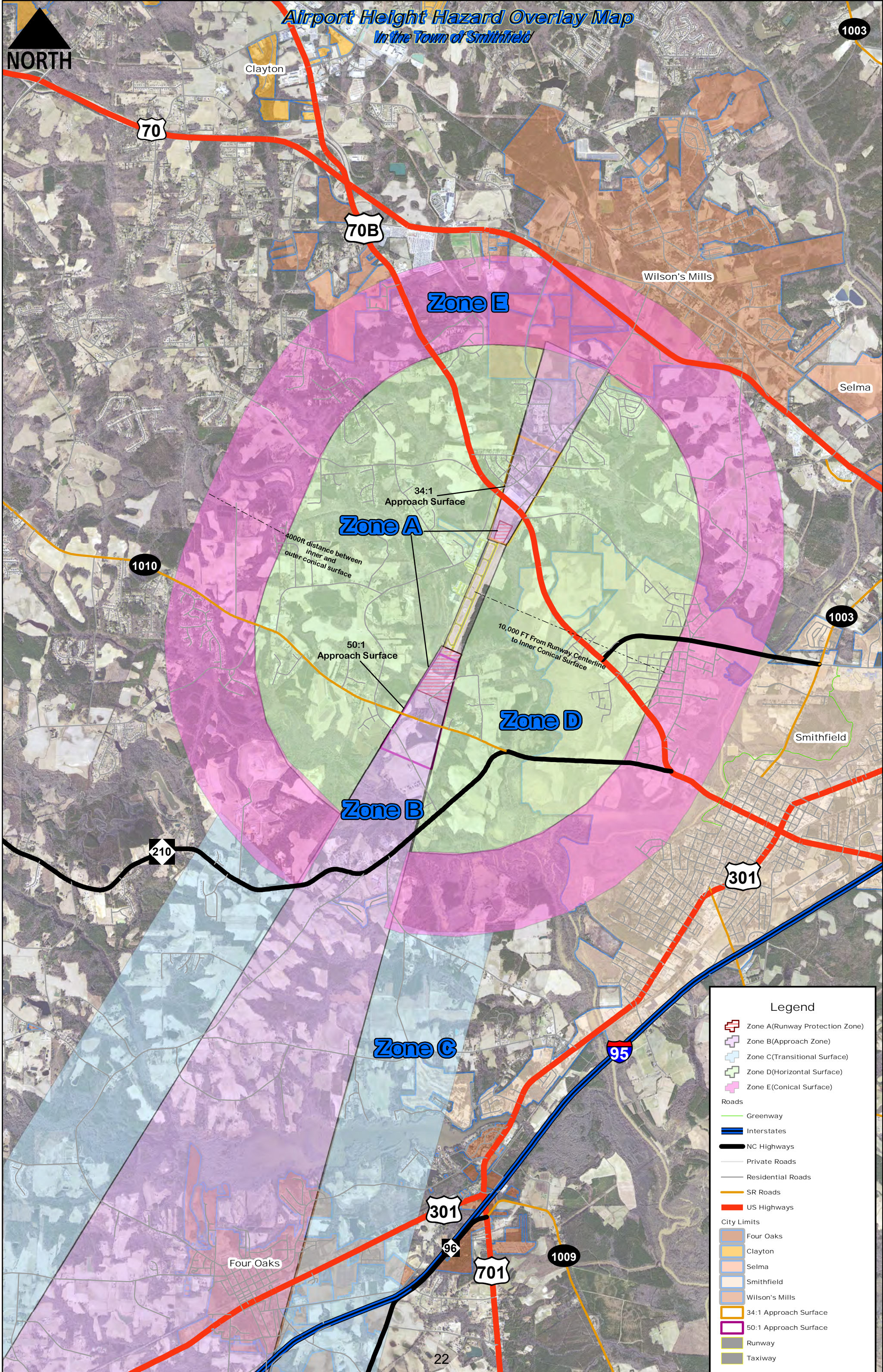
Date

FOR OFFICE USE ONLY

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

Airport Height Hazard Overlay Map In the Town of Smithfield

NORTH



Legend

- Zone A (Runway Protection Zone)
- Zone B (Approach Zone)
- Zone C (Transitional Surface)
- Zone D (Horizontal Surface)
- Zone E (Conical Surface)

Roads

- Greenway
- Interstates
- NC Highways
- Private Roads
- Residential Roads
- SR Roads
- US Highways

City Limits

- Four Oaks
- Clayton
- Selma
- Smithfield
- Wilson's Mills

- 34:1 Approach Surface
- 50:1 Approach Surface
- Runway
- Taxiway

**Town of Smithfield
Planning Board Minutes
Thursday, April 6th, 2023
Town Hall Council Chambers
6:00 PM**

Members Present:

Chairman Mark Lane
Alisa Bizzell
Doris Wallace
Wiley Narron
Ashley Spain

Members Absent:

Vice-Chairman Debbie Howard
Bryan Stanley

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Support Specialist

Staff Absent:

Stephen Wensman, Planning Director

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA Doris Wallace made a motion to approve the agenda; seconded by Alisa Bizzell. Unanimously approved

APPROVAL OF MINUTES for March 2nd, 2023

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

NEW BUSINESS

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

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

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

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

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

Mark Lane asked what zone the proposed hotel would be in at the Blueline development?
Mark Helmer said zone D, 150 Ft.

Doris Wallace moved to recommend approval of zoning text amendment, ZA-23-03, 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, seconded by Ashley Spain. Unanimously approved.

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

Mark Helmer said In the process of recodifying the UDO for publication online with Municode, staff noticed that government offices are a permitted use in the Light and Heavy Industrial zoning districts. Given the importance of industrial land to the tax base, staff is recommending the government offices be stricken as a permitted use.

Staff finds the zoning text amendment as proposed consistency 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 Staff recommends the Planning Board recommend approval of the zoning text amendment ZA-23-04 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Doris moved to recommend approval of zoning text amendment, ZA-23-04, amending Article 6, Section 6.6 Table of Uses and Activities to strike “government offices” from the Light and Heavy Industrial Districts finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest, seconded by Ashley Spain. Unanimously approved.

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

Mark Helmer stated that Staff is requesting the Planning Board recommend approval of an ordinance amendment to Article 10, Section 10.11. Maintenance to prohibit severe pruning of

required landscape trees. As part of the Planning Board's quarterly review of the UDO they discussed and recommended that Staff update the landscape maintenance section of the UDO to address severe pruning of required trees. Pollarding/ topping crepe myrtles has been a common form of pruning for this species, however, this past season, the practice has spread to other required landscape trees that has negatively impacted required street yards throughout the Town.

The Town's landscape ordinance has requirements for understory, canopy trees and shrubs. Canopy trees are intended to get large and provide shade in the landscape. The landscape ordinance requires 2" caliper, 12–14-foot-high trees that will exceed 35 feet at maturity.

Understory trees are typically for ornamental purposes to be planted at about 8-10 feet in height and to remain under 35 feet at maturity. The purpose of the ordinance is to have a mix of shade trees and ornamental trees on a development site. By topping or pollarding, landscapers are attempting to keep the trees small, defeating the purpose of the ordinance. In many cases the topped trees are kept at a 5-6' height, the same height as a mature shrub. The proposed ordinance would prohibit severe pruning such as topping and pollarding such that the trees can grow with a natural form.

Alisa Bizzell moved to recommend approval of zoning text amendment, ZA-23-05, amending Article 10, Section 10.11., finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest, seconded by Doris Wallace. Unanimously approved

Adjournment

Being no further business, Alisa Bizzell made a motion seconded by Doris Wallace to adjourn the meeting. Unanimously approved.

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist



PLANNING DEPARTMENT

Mark E. Helmer, AICP, CFM, Senior Planner

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, May 2, 2023, in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

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

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

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

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 on April 19 and April 26, 2023.



Request for Town Council Action

Public
Hearing: ZA-23-04
Date: 05/02/2023

Subject: Zoning Text Amendment
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Request to amend the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to strike Government Offices from the Light and Heavy Industrial Districts.

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny the request.

Recommendation

Planning Staff and the Planning Board recommend the Town Council approve of the zoning text amendment ZA-23-04, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Zoning Text Amendment
2. Consistency Statement
3. Application



Staff Report

Public Utilities: ZA-23-04

REQUEST:

Staff is requesting the approval of an ordinance amendment to Article 6, Section 6.6 Table of Uses and Activities to strike **"government offices" from the Light Industrial (LI) and Heavy Industrial (HI) Districts.**

ANALYSIS:

Government offices are currently a permitted use in the Light and Heavy Industrial zoning districts. Given the importance of industrial land to the tax base, staff is recommending the government offices be stricken as a permitted use.

CONSISTENCY STATEMENT (STAFF OPINION):

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

RECOMMENDATION:

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-23-04, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

STAFF RECOMMENDED MOTION:

Staff recommends the following motions:

"move to approve zoning text amendment, ZA-23-04, amending Article 6, Section 6.6 Table of Uses and Activities to **strike "government offices" from the Light and Heavy Industrial Districts** finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest."

DRAFT ORDINANCE # ZA-23-04
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 6, SECTION 6.6, STRIKING GOVERNMENT OFFICES AS A PERMITTED
USE IN LIGHT INDUSTRIAL AND HEAVY INDUSTRIAL ZONING DISTRICTS

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 7, Section 7.3 Accessory Uses and Structures to allow two accessory structures per residential lot.

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:

[Revise Article 6, Section 6.6. striking government offices as a permitted use in Light Industrial and Heavy Industrial Zoning Districts.]

PART 1

Uses	Primary Zoning Districts												Supplemental Regulations
	R-20A	R-10	R-8	R-6	R-MH	O/I	B-1	B-2	B-3	LJ (Sect. 7.2)	HI (Sect. 7.2)	AHH	
INSTITUTIONAL													
Community college	S					P	S	S	S	S	S		
Libraries						P	P	P	P				
Schools, public and private	S	S	S	S	S	P		P					
Armories						P							
Event center								PS	PS				Section 7.42
Governmental offices						P	P	P	P	P	P		
Cemeteries	S					P							
Churches/places of worship	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		Section 7.32 Section 7.42
Club or private lodge meeting halls						PS		PS	PS				Section 7.42
Club or Bar, private								S	S				
Community centers						PS		SS	SS				Section 7.42
Country clubs, golf courses	P												
Crematory, human								P	P				
Government Public Safety (i.e., police, fire)	S	S	S	S	S	P	P	P	P	P	P		
Hospitals						P		P	P				
Public utility/Public Works storage or service yards						PS				P	P		Section 7.41
Public utility substations/switching stations	PS	PS	PS	PS	PS	PS	PS	PS	PS	P	P		Section 7.43
Pump stations	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		Section 7.43
US postal services								P	P	P	P		
Public water treatment						P							

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.

Duly adopted this the 2nd day of May, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-23-04

Whereas the Smithfield Town Council, upon acting on a zoning ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-23-04 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,

That the final action regarding zoning ordinance amendment ZA-23-04 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 ordinance 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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield 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. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

_____ Address or PO Box
 Petitioner's Name

_____ Telephone
 City, State, Zip Code

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

(Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

- 1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
- 2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.

_____ Date
 Signature of Petitioner

FOR OFFICE USE ONLY

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



Request for Town Council Action

Public
Hearings: ZA-23-05
Date: 05/02/2023

Subject: Zoning Text Amendment
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Request to amend the Unified Development Ordinance, Article 10, Section 10.11. Maintenance to prohibit severe pruning of required landscape trees.

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny of the request.

Recommendation

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

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Zoning Text Amendment
2. Consistency Statement
3. Application



Staff Report

Public
Hearing: ZA-23-05

REQUEST:

Staff is requesting the Planning Board recommend approval of an ordinance amendment to Article 10, Section 10.11. Maintenance to prohibit severe pruning of required landscape trees.

ANALYSIS:

As part of the Planning Board's quarterly review of the UDO discussed and recommended that Staff update the landscape maintenance section of the UDO to address severe pruning of required trees. Pollarding/ topping crepe myrtles has been a common form of pruning for this species, however, this past season, the practice has spread to other required landscape trees that has negatively impacted required street yards throughout the Town.

Topping is the drastic removal of large-diameter wood (typically several years old), with the end result of shortening all stems and branches. Topping of trees can weakening them and can make them vulnerable to insects and wood decay.

Pollarding involves initially making cuts through branches up to about three years old and then annually removing all or most sprouts back to the original cut. Over time, woundwood and dead branch stubs form a "pollard head," a swollen area at the end of the branch where sprouts are removed each year. Pollarding was used extensively in Europe to maintain trees at a small size. Pollarded trees are cut back to exactly the same size each year because cuts are made back to the pollard heads. Unlike topping, the trees are not weakened and there is less wood decay.

University of Florida Extension

Topping and Pollarding are similar, however, Pollarding is an acceptable form of pruning that does not damage the trees if done properly, most often by a skilled arborist. For the most part, the pruning occurring in the Town of Smithfield to required landscape trees can be best described as topping.

The **Town's landscape ordinance has requirements for understory, canopy trees and shrubs.** Canopy trees are intended to get large and provide shade in the landscape. The landscape ordinance requires **2" caliper, 12–14-foot** height trees that will exceed 35 feet at maturity. Understory trees are typically for ornamental purposes to be planted at about 8-10 feet in height and to remain under 35 feet at maturity. The purpose of the ordinance is to have a mix of shade trees and ornamental trees on a development site. By topping or pollarding,

landscapers are attempting to keep the trees small, defeating the purpose of the ordinance. In many cases the topped trees are kept at a 3-**6' height**, the same height as a mature shrub.

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

CONSISTENCY STATEMENT (STAFF OPINION):

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

RECOMMENDATION:

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

STAFF RECOMMENDED MOTION:

Staff recommends the following motions:

"move to approve of zoning text amendment, ZA-23-05, amending Article 10, Section 10.11., finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public **interest."**

DRAFT ORDINANCE # ZA-23-05
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 10, SECTION 10.11 TO PROHIBIT SEVERE PRUNING
OF REQUIRED LANDSCAPE TREES.

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 10, Section 10.11 to prohibit severe pruning of required landscape trees.

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 10, Section 10.11 to insert text that prohibits severe pruning of required landscape trees.]

Sec. 10.11. - Maintenance.

10.11.1. - ~~Vegetation.~~ Vegetation.

All existing vegetation that is used to meeting landscaping requirements, all required plants, and all required berms shall be maintained by the owner of the property on a continuing basis for the life of the development.

10.11.1.1. Required landscape areas shall be free of refuse and debris and shall be maintained so as to prevent mulch, straw, dirt, or other materials from washing onto streets and sidewalks.

10.11.1.2. Plants shall be maintained in a way that does not obstruct sight distances at roadway and drive intersections, obstruct traffic signs or devices, and/or interfere with the use of sidewalks or pedestrian trails. Shrubs within existing vehicle use areas, streetscapes, and street fronts may be pruned, but must maintain a height of at least three (3) feet.

10.11.1.3. Any dead, unhealthy, or missing vegetation, or vegetation disfigured by severe pruning, shall be replaced with locally adapted vegetation that conforms to the standards of this Ordinance and the approved development plan.

10.11.2. Removal, Damage and Pruning of Vegetation

10.11.2.1. Removal, Disturbance, Damage and Severe Pruning Prohibited

Vegetation in required landscape areas may not be removed, disturbed, damaged, or severely pruned except as allowed in accordance with Section 10.11.2.2. For purposes of this Section 10.11, "disturbance" shall be defined as any action that results in injury or harm to required trees, shrubbery, or other vegetation. Plants shall be considered severely pruned if pruned in such a manner that growth of their natural form is impaired.

10.11.2.2. Exceptions

Vegetation within required landscape areas may be removed or modified with approval of the Planning Director as provided below:

- 10.11.2.2.1 Required Street Yard trees may be pruned to prevent damage to utilities or buildings, and to maintain street intersection sight visibility in accordance with Section 2.21 or requirements of NCDOT.
- 10.11.2.2.2 Where vegetation poses an immediate or imminent threat to improved structures on private or public property, severe pruning and/or removal of the vegetation is allowed, provided the required landscape area is maintained consistent with this Ordinance.
- 10.11.2.2.3 Where vegetation or a physical element functioning to meet the standards of this Ordinance is severely damaged due to an unusual weather occurrence or natural catastrophe, or other natural occurrence such as natural death or damage by wild or domestic animals, the owner may be required to replant if the required landscape area no longer achieves the requirements of this Ordinance. The owner may have one (1) growing season to replace or replant the missing vegetation. The Planning Director shall consider the circumstances to decide on the extent of replanting requirements.

10.11.3. Replacement of Disturbed and Damaged Vegetation

Where existing required vegetation has been removed, disturbed, or damaged in violation of this Ordinance, the Planning Director shall require revegetation of the affected area consistent with the approved landscape plan.

10.11.4. - [Opaque Fence or Opaque Walls.]

Opaque fence or opaque walls shall be maintained, cleaned and repaired by the owner of the property on a continuing basis for the life of the development. Such fencing shall be kept free of litter and advertising. Opaque fences or walls may be subject to periodic inspection by the UDO Administrator.

10.11.5. - [Permit.]

A new certificate of occupancy/building permit/zoning permit or a complaint will result in an inspection for compliance.

10.11.4. - [Violation.]

Failure to maintain landscaping required by [Article 10](#), Part II will be considered a violation of this ordinance and subject to penalty as prescribed in [Section 1.8](#).

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.

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

Duly adopted this the 2nd day of May, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-23-05

Whereas the Smithfield Town Council, upon acting on a zoning ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, 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 RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-23-05 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,

That the final action regarding zoning ordinance amendment ZA-23-05 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 ordinance 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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield 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. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

 Petitioner's Name

 Address or PO Box

 City, State, Zip Code

 Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

(Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.



 Signature of Petitioner

 Date

FOR OFFICE USE ONLY

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

Consent Agenda Items



The Smithfield Town Council met in Special Session on Thursday, March 23, 2023 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

John A. Dunn, Mayor Pro-Tem
Travis Scott, District 3
Stephen Rabil, At-Large

Councilmen Absent

Marlon Lee, District 1
Sloan Stevens, District 2
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
James Grady, Interim Chief of Police
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Call to Order

Mayor Moore called the meeting to order at 6:33pm

Approval of the Agenda

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

Business Item

1. Discussion Concerning the Johnston County Visitor's Bureau's Capital Grant Application

Parks and Recreation Director Gary Johnson addressed the Council on a request to apply for a grant with the Johnston County Visitor's Bureau. He explained this grant only became available every five years and it required matching funds if awarded.

Mr. Johnson outlined three potential projects. They were as follows:

- Pickle Ball Court Conversion
- Amenities are the Eva Ennis Splash Park and Trail
- Community Park Soccer Field Drainage

Councilman Scott made a motion, seconded by Councilman Barbour, to authorize staff to submit a grant application to the Johnston County Visitor's Bureau for the Pickle Ball Court Conversion. Unanimously approved.

FY 2022-2023 Budget Discussion

The Town Manager informed the Council that Councilman Wood had recently had a surgical procedure and would not be in attendance.

1. Budget Overview

Town Manager Michael Scott provided an overview of the 2023-2024 Budget. He explained that all funds were balanced. No property tax increase was being proposed, but did provide information as to the total revenue generated by a \$.01 increase in property tax which equated to \$130,000. Proposed was a 2% increase in electric rates based on the UFS rate study conducted several years ago. Rates for water and sewer remain unchanged, but sewer rate increases would be contingent on Johnston County amending its rates. Staff has contacted UFS to refresh the rate study for water. Also, tipping fees for sanitation could impact the budget should Johnston County increase its landfill

rates.

He further provided information to the Council concerning the remaining ARPA funds. \$1,330,988 remain that must be allocated by the end of 2024.

No additional debt was proposed in the budget and no additional staff was proposed. A 2% salary adjustment was proposed for all employees effective July 1, 2023 and an up to 2% merit increase was proposed for all employees effective January 1, 2024. The budget included increases in health insurance and retirement.

The Manager explained the proposed budget was completely differently than had been done in the past. He did not include some capital items and additional personnel requested by staff. He wanted the Council to be involved in the large capital items and personnel requests.

Councilman Scott questioned if fund balances were still healthy. Finance Director Greg Siler explained the General Fund had a 78% fund balance, the Electric Fund had a 58% fund balance and the Water/Sewer Fund had a 190% fund balance. The Water/Sewer fund balance is substantial because of the loan for the water plant expansion.

2. Utilities

a. Water Plant

Public Utilities Director Ted Credle highlighted some line items in the Water Plant's proposed FY 23-24 budget. They are as follows:

- Legal Fees – Legal fees for this fiscal year are projected to be over budget due to the ongoing negotiations with Johnston County.
- Supplies & Operations – 40% increase due to the increase in cost of chemicals. Public Utilities Director Ted Credle explained the chemicals needed for the Water Plant come from China and those prices have skyrocketed. The Town Manager further explained in the current budget, this line is already \$120,000 over budget because the price of chemicals doubled and then doubled again in this fiscal year. Funds for this overrun will come from contingency funds and a budget amendment later in the year would be required.
- Service Contracts – 14% increase in this line was due to contractual inflation.
- Capital Outlay – \$50,000 was added for SCADA upgrades and \$30,000 was added for a new work truck

b. Water/Sewer Department

Public Utilities Director Ted Credle highlighted some line items in the Water /Sewer Department's proposed FY 23-24 budget. They are as follows:

- Training and Education – There was an increase in this line due to increased cost for educational opportunities and audiological testing. This testing is offered to all Town employees
- Equipment Maintenance and Repair – 25% increase due to rising costs of materials.
- Supplies & Operations – 15% increase due to increased cost of materials.
- Service Contracts – 9% increase due to contractual inflation.
- Capital Outlay - \$50,000 was included for manhole rehabilitation, \$75,000 was included for ½ the cost of a dump truck and \$30,000 was included for a work truck.

- Requested but not included in the budget
 - 1 – New Position – Line Locator: Mr. Credle explained this position would be responsible for locating lines and performing building inspections. He explained that often times Johnston County does not communicate with the Town on when it has completed its inspections. This has caused an issue with sewer plugs not being removed before the owner occupies the house. Mayor Moore stated staff should reach out to the County about its concerns since the County is responsible for all Town of Smithfield building inspections.
 - Debt Service – The Town Manager explained that staff was unsure if a debt payment for the Water Plant Expansion Project would have to be made in the upcoming fiscal year. Funds have been budgeted in the event a payment had to be made.

c. Electric

Public Utilities Director Ted Credle highlighted some line items in the Electric Department's proposed FY 23-24 budget. They are as follows:

- Revenues – The major source of revenue in the Electric Department was the sale of electricity.
The Town Manager explained that based on the rate study, there would be a 2% increase in 2024. Also \$50,000 was appropriated from Fund Balance for the eventual purchase of a boom truck.
- Vehicles Supplies & Maintenance – 48% increase due to aging fleet requiring more maintenance.
- Supplies & Operations - 10% increase dues to the rising cost of materials.
- Debt Service – No new debt was proposed.

Recess

Councilman Barbour made a motion, seconded by Councilman Scott, to recess the meeting until Monday, March 27, 2023 at 6:45 pm. The meeting recessed at approximately 9:10 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council reconvened its March 23, 2023 Special Meeting on Thursday, March 27, 2023 at 6:45 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Roger Wood, At-Large

Administrative Staff Present

Michael Scott, Town Manager
Michael Brown, Fire Chief
James Grady, Interim Chief of Police
Tim Kerigan, Human Resources/PIO
IT Director, Eric McDowell
Stephen Wensman, Planning Director

Reconvene: March 23, 2023 Meeting

Mayor Moore reconvened the meeting at 6:49 pm

Councilman Barbour asked that a moment of silence be observed for the victims of a mass shooting at a Tennessee school.

1. General Fund

a. Revenues

Town Manager Michael Scott reviewed the FY 2023-2024 Revenues with the Town Council. He explained that property taxes were the largest revenue source for the General Fund. He explained this budget did not include the property taxes from the Amazon site.

Grant- GHSP: The Town Manager explained that only \$9,130 was budgeted for this year and the two traffic officers have been taken out of the budget.

JCC Police Officer – The Town Manager explained this was the only resource officer the Town had. All other Smithfield school resource officers are employed by the Johnston County Sherriff's Department.

CO- 1st Responders Stipend – Councilman Scott stated that this amount should be increased. The County should be allocating almost \$30,000 to the Town.

b. General Government

Town Manager Michael Scott highlighted the General Government's FY 2023-2024 budget which Included the following:

- Salaries: These potions are split evenly between the three funds.
- Group Insurance: 9% proposed increase, but final figures have not been obtained.
- Legal Fees: \$10,000 increase due to increased fees. The Town Manager explained that in the future, the Town Council may want to consider hiring a full-time attorney.
- Advertising Employment: 25% increase due to the increased amount needed to advertise vacancies
- Capital Outlay: \$15,000 was proposed for refurbishing the Manager's Office
- Items requested, but not included in the Budget

- \$20,100 for Neo-Gov Human Resources Software
Human Resources Director Tim Kerigan explained the importance of this software.

Councilman Barbour asked staff to investigate salaries of the Town Council's in surrounding areas.

c. Debt Service

Town Manager Michael Scott highlighted the Debt Service FY 2023-2024 budget which included the following:

- No new debt was proposed in this budget
- Police Department Expansion was the newest loan payment.
- Dump truck/SUV loan will mature in January 2024.
- Hook Lift Truck loan will mature in January 2025.

d. Finance

Town Manager Michael Scott highlighted the Finance Department's FY 2023-2024 Budget which included the following:

- The Finance Department remained mostly status quo

e. Information Technology (IT)

IT Director Eric McDowell highlighted the IT Department's FY 2023-2024 Budget which included the following:

- IT Supplies – General Government: The budgeted amount for this line was \$16,990 due to adding Archive Social. Marketing and Communications Specialist Brian Eaves explained the software and its importance.
- IT Supplies – Fire: 456% increase in this line due to the IT needs of the Fire Department.
- Capital Outlay: \$49,800 was included for replacement of network switches.

f. Planning

Planning Director Stephen Wensman highlighted the Planning Department's FY 2023-2024 Budget which included the following:

- Professional Fees: 7% increase due to the cost of increased fees
- Fuel: 45% increase due to the increased cost of fuel.
- Items requested, but not included in the Budget:
 - \$50,000 for the Spring Branch Construction Project. Mr. Wensman explained that the consultant requested an additional \$50,000 for the project due to cost increases. The Town Manager explained this was not included in the budget because there were funds to complete this project, but if it came in over budget then it could be dealt with at that time.

Recess

Councilman Barbour made a motion, seconded by Councilman Stevens, to recess the meeting to Monday April 3, 2023 at 7:00 pm. The meeting recessed at approximately 8:48 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

DRAFT

The Smithfield Town Council reconvened its March 23, 2023 meeting on Monday, April 3, 2023 at 7:00 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

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

Councilmen Absent
Roger Wood, At-Large

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

Reconvene: March 23, 2023 Meeting

Mayor Moore reconvened the meeting at 7:01 pm

1. Non-Departmental / Nonprofit Requests

a. Downtown Smithfield Development Corporation (DSDC)

The DSDC was requesting \$75,000. Amount budgeted was \$19,655.

Executive Director Sarah Edwards explained the DSDC has been a Main Street partner to the town for about 35 years. She explained the requested funds would support operations and what the DSDC could do in the Downtown. Ms. Edwards outlined some of the projects and events the DSDC was currently working on.

Mayor Moore questioned how the additional funds would be used. Ms. Edwards responded there were things the DSDC would like to accomplish such as repainting some of the iron work fencing in downtown. Ms. Edwards further stated that funding from the Town was less than ideal.

b. Harbor, Inc.

Harbor, Inc. requested \$2,500 which was status quo from last year. Executive Director Kay Johnson explained the requested funds would be used to help assist with advocates' salaries.

c. Community and Senior Services of Johnston County

Community and Senior Services of Johnston County requested \$3,500 which was status quo from last year. Mr. Davis explained the funds would be used for meals and meal delivery.

d. Ava Gardner Museum

The Ava Gardner Museum requested \$27,000. Funding in FY 2022-2023 was \$22,000. Executive Director Lynell Seabold explained the Gardner Museum was an integral part of the local economy. The funds received from the Town of Smithfield are used to pay a portion of the museum director salary. The additional requested funds were to help offset the cost of maintenance and repairs.

e. Triangle East Economic Development Foundation

Triangle East Chamber of Commerce requested \$1,000. No funding was provided in FY 2022-2023 Executive Director Maureen McGinnis explained the funds would be used for the JOCO Works Program.

f. Public Library of Johnston County and Smithfield

The Library of Johnston County and Smithfield was requesting \$285,000 Funding for FY 2022-2023 was \$270,000. Library Executive Director Johnnie Pippin provided an overview of the library's

operations, its services, its affiliate libraries, and the number of citizens it served. The additional funds would be used for interior and exterior building projects.

g. Annie D. Jones Child Enrichment Fund

Town Manager Michael Scott informed the Council that Mrs. McDuffie was not seeking funding as she would be dissolving the nonprofit in the summer.

h. Smithfield Firefighter's Association

This was a new request. The Smithfield Firefighter's Association was seeking \$3,600. Tim Johnson addressed the Council on the request. He explained the funds would be used to support Firefighters and allow them to give back to further give back to the community.

i. Partnership For Children

This was a new request. The Partnership for Children was seeking \$3,000. Heather Macchia explained funds would be used for the Early Literacy Program. The program helps children at South Smithfield Elementary and West Smithfield Elementary with reading proficiency.

j. Recovery Alive

This was a ne request. Recovery Alice was seeking \$5,000. Tisha Temple explained the program and further explained the funds would be used for housing items for the Sober Living Recovery Alive Home Grown in grace property.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Scott, to adjourn the meeting. The meeting adjourned at approximately 8:49 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council met in regular session on Tuesday, April 4, 2023 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

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
James Grady, Interim Police Chief
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Also Present

Robert Spences, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the agenda with the following amendments:

Add to the Consent Agenda:

Item 12: Consideration and request for approval to promote a Firefighter I to the rank of Firefighter II.

Item 13: Consideration and request for approval to award a bid in the amount of \$6,684.48 (annual amount) to heat Transfer Solutions for HVAC Services and authorize the Town Manager to execute the contract.

Item 14: Consideration and request for approval to award a bid in the amount of \$3,600.00 (annual amount) to Clegg's Pest Control for pest control services and authorize the Town Manager to execute the contract.

Add to the Business Item:

Item 3: Special Event – Third Street Farmers Market: The business owners of Oak City Collections and Twisted Willow are requesting to hold a Farmers Market the second and fourth Saturdays from now until October 14th from 9am until 2:00pm. This request includes amplified sound and the closure of 100 block of South Third Street.

Unanimously approved

PRESENTATION:

1. Administering Oath of Office to New Police Officer – Lance Wheeler

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

2. Proclamation: Designating April 18, 2023 as Electrical Lineman Appreciation Day in the Town of Smithfield

Mayor Moore presented the following proclamation to Electric Lineman Xavier Sotelo and thanked him for his service to the Town.

PROCLAMATION
RECOGNIZING APRIL 18, 2023 AS
ELECTRICAL LINEMEN APPRECIATION DAY
IN THE TOWN OF SMITHFIELD, NORTH CAROLINA

Whereas, the Town of Smithfield honors the profession of linemen, as this profession is a selfless service, steeped in personal, family and professional tradition; and

Whereas, electrical linemen are often first responders during storms and other catastrophic events, working to repair broken lines to make the scene safe for the citizens of the Town of Smithfield; as well as, other public safety workers; and

Whereas, electrical linemen work on the Town of Smithfield power lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

Whereas, due to the danger of their work with thousands of volts of electricity high atop power lines, these linemen put their lives at risk every day for the citizens of the Town of Smithfield with little recognition from the community regarding the danger of their work; and

Whereas, the U.S. Senate in April of 2013 first recognized the efforts of electrical linemen in keeping the power on and protecting public safety, and has designated by resolution the annual celebration of a National Linemen Appreciation Day.

Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2023 as Electrical Linemen Appreciation Day and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.

3. Proclamation: Recognizing May 13, 2023 as Next Generation Entrepreneur Day in the Town of Smithfield

Mayor Moore presented the following proclamation to Kaylee Stavlas, 2023 Miss Smithfield Teen

PROCLAMATION
RECOGNIZING MAY 13, 2023
AS NEXT GENERATION ENTREPRENEUR DAY
IN THE TOWN OF SMITHFIELD, NORTH CAROLINA

Whereas, In the US, Entrepreneurs make up only 16% of the adult workforce, with less than 19% being minority and women-owned. The town of Smithfield has approximately 13,000 residents, of which 23% are youth under the age of 18 years; and

Whereas, The Mayor's Office offers to support the youth programs for Smithfield residents in a manner that is consistent with the Youth Council's and Chamber of Commerce's vision for growing and enhancing life skills for entrepreneur businesses for our town youth; and

Whereas, the Town of Smithfield is one of the fastest-growing towns in the State of North Carolina. The town of Smithfield is committed to supporting its youth to become leaders of change in their homes, schools, neighborhoods, and community by way of inspiring and encouraging small business entrepreneurship through engagement in relevant, hands-on sustainable learning models; and

Whereas, in 2023, the Town of Smithfield, Chamber of Commerce, and local businesses will provide an opportunity for young people to volunteer and participate in local government and business fairs to learn skills of leadership and responsibility; and

Whereas, the Mayor's Office and the Town of Smithfield supports Next Generation Entrepreneur Day on May 13, 2023; and

Whereas, the Town of Smithfield recognizes that its youth of today are tomorrow's future and wants to encourage and invest in opportunities for its residents to grow and thrive within the Town of Smithfield as well as Johnston County.

Now, therefore, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim May 13, 2023 as Next Generation Entrepreneur Day in Smithfield, North Carolina, I urge all citizens to take time to inspire, encourage, mentor and support our youth as they engage in the joy of servant leadership, creating diverse student-led businesses for profit and social impact.

PUBLIC HEARINGS:

- 1. Public Hearing: To permanently close the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street and adoption of Resolution No. 722 (05-2023).**

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

Planning Director Stephen Wensman explained this was a request by Olivia Holding to permanently close an alley in the block bordered by Massey, East Johnson South, Sixth and Seventh Streets. The alley was adjacent to several parcels of land owned by Twin States Farming. The alley is within the block bordered by Massey, East Johnson South, Sixth and Seventh Streets. The alley borders properties owned by the applicant, Homemaster Properties, LLC., Loretta N. Wall, Myra Lynn Atkinson and Lafayette Atkinson. The purpose of the right-of-way closure was to facilitate the development of the adjacent vacant properties. Once permanently closed, the alley right-of-way will be divided down the centerline and each half will revert to the adjacent landowners. On March 7, 2023, the Town Council adopted Resolution No. 721 (04-2023) declaring its intent to close the alley. The Town Clerk sent the Resolution of Intent to all abutting property owners via certified mail and published the Resolution of Intent in the Johnstonian News for 4 consecutive weeks. The Public Hearing notice was advertised on March 22, 2023.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if there were any utility easements. Mr. Wensman responded there were not utilities in the alley. Town Attorney Bob Spence explained it was never constructed as an alley.

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

John Keely questioned if the land would revert back to the property owners once the alley was closed. Mr. Spence explained that the property owners would all receive equal portions of the land.

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

Councilman Barbour made a motion, seconded by Councilman Scott, to adopt Resolution No. 722

(05-2023) permanently closing the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street

**TOWN OF SMITHFIELD
RESOLUTION NO. 722 (05-2023)
STREET CLOSING ORDER**

A RESOLUTION ORDERING THE PERMANENT CLOSURE OF THE EAST/WEST ALLEY LOCATED MID-BLOCK BETWEEN EAST MASSEY STREET AND EAST JOHNSTON STREET BOUND ON THE WEST BY SOUTH SIXTH STREET AND TO THE EAST BY SOUTH SEVENTH STREET.

WHEREAS, on the 7th day of March 2023, the Town Council of the Town of Smithfield directed the Town Clerk to publish the Resolution of Intent of the Town Council to consider closing the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street, in the Johnstonian News once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in Council Chambers at the Town Hall located at 350 East Market Street, Smithfield, NC 27577 on April 4, 2023 at 7:00 pm; and

WHEREAS, the Town Council on the 7th day of March 2023, ordered the Town Clerk to notify all persons owning property abutting the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the Town Clerk has advised the Town Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the Town Clerk has advised the Town Council that adequate notices were posted on the applicable streets as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on April 4, 2023; and

WHEREAS, it now appears to the satisfaction of the Town Council that the closing of said alley is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his or her property;

NOW, THEREFORE, the east/west alley located at mid-block between East Massey Street and East Johnston Street bound on the west by South Sixth Street and to the east by South Seventh Street is hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Mayor and the Town Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed alleys.

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Johnston County a certified copy of this resolution and order.

Upon motion duly made by Councilmember Barbour and duly seconded by Councilmember Scott, the above resolution was duly adopted by the Town Council at a meeting held on the 4th day of April, 2023, in the Town Hall located at 350 East Market Street, Smithfield, North Carolina

Upon call for a vote the following Councilmembers voted in the affirmative: Councilman Barbour, Councilman Scott, Mayor Pro-Tem Dunn, Councilman Lee, Councilman Stevens and Councilman Rabil

and the following Councilmembers voted in the negative: None

2. Unified Development Ordinance Text Amendment – Town of Smithfield (ZA-22-04): The applicant was requesting an amendment to Unified Development Ordinances, Article 7, Section 7.3, Accessory Uses or Structures to allow two accessory structures per residential lot

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

Planning Director Stephen Wensman explained Staff and the Planning Board are recommending the Town Council adopt an ordinance amendment to allow two accessory structures per residential lot. In 2001, the Town Council approved allowing 2 accessory structures on lots greater than ½ acre in the R-20A district in conjunction with updates to 160D. Recently, the Council requested staff to consider another amendment for accessory structures to extend the allowance to all residential lots. The opinion of the Council was that many residential properties already have 2 accessory structures and those following the rules were only limited to one. Also, many homes in Smithfield lack a garage leaving homeowners limited storage space. The existing exemption for pool houses not exceeding 150 sq. ft. and granny pods not exceeding 300 sq. ft. will remain. An accessory Dwelling Unit (ADUs) in the R-20A zoning district will be considered one of the two allowed accessory structures if it is a free-standing structure and not included within another.

The number of accessory structures on a lot may be limited because of impervious surface limits on some platted lots, septic system conflicts, or setbacks. All accessory structures will still require a zoning permit from the Town and those over 200 sq. ft. will require a building permit from Johnston County Inspections.

Consistency Statement (Staff Opinion):

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

Recommendation:

Planning Staff and the Planning Board recommend the Town Council recommend approval of the zoning text amendment ZA-23-02 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the April 4, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council.

Mayor Pro-Tem Dunn questioned if Granny Pods and Pool houses are exempt. Mr. Wensman responded these two structures are not counted as accessory structures.

Councilman Scott questioned if greenhouses counted as accessory structures. Mr. Wensman responded it was dependent on the construction of the greenhouse.

Councilman Scott questioned the setback requirements. Mr. Wensman responded an accessory structure has a 10' setback from the side and rear of the property. From the rear of the main structure, he believed it was 6' unless there was a firewall.

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 Stevens, to approve zoning text amendment, ZA-23-02, amending Section 7.3 of the UDO to allow 2 accessory structures per residential lot finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

ORDINANCE # ZA-23-02
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 7, SECTION 7.3 ACCESSORY USES AND STRUCTURES TO ALLOW TWO
ACCESSORY STRUCTURES PER RESIDENTIAL LOT.

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 7, Section 7.3 Accessory Uses and Structures to allow two accessory structures per residential lot.

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:

[Revise Article 7, Section 7.3 to allow two accessory structures per residential lot and reorder moving fence regulations after accessory building regulations and before satellite dish antennas regulations.]

PART 1

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

SECTION 7.3 ACCESSORY USES OR STRUCTURES.

7.3.1. Structures such as storage sheds, garden sheds, and similar structures shall be considered accessory buildings, even though they may be capable of being lifted or disassembled and removed from the property.

7.3.2. No tent, mobile home, camper, travel trailer, nor any other temporary, portable, or removable trailer, container, vehicle or structure of any kind may be considered an accessory building, whether or not the wheels, axles, and/or tongue have or has been removed and whether or not the container, structure, or vehicle as described herein has been placed on a foundation, except as hereinafter described.

7.3.3. Accessory buildings may occupy 10% of the gross lot area, must be built a minimum of ten (10) feet from any lot line, and except for attached garages, must be built to the rear of the principal building in accordance with Section 8.13.2.

7.3.5. Accessory buildings shall not be erected within ten (10) feet of any other accessory building.

7.3.6. No accessory building or use may be erected or installed on any lot where a principal building does not exist.

7.3.7. No lot shall have in excess of ~~one~~ two accessory building buildings, except that granny pods not exceeding three hundred (300) square feet and pool houses not exceeding one hundred fifty (150) square feet are permitted. Accessory building numbers limitation on property are exempt if the property is identified as having farm tax identification number. Properties greater than 1/2 acre in size in the R20-A zoning district may have up to two (2) accessory structures with a valid zoning permit. The side and rear setbacks for farm property shall be the same as other accessory buildings.

7.3.8. The accessory structures shall be in accordance with Article 10, Part VI Stormwater Management.

7.3.9. A zoning permit shall be obtained prior to placement or construction of any accessory structures on any lot.

7.3.10. Fences

Fences and walls that meet these requirements are permitted as accessory uses and shall comply with the following:

7.3.10.1. For the purposes of this Section of this ordinance, a fence is a barrier composed of wire, wood, metal, plastic, or a similar material and a wall is a barrier composed of brick, stone, rock, concrete block, or a similar masonry material. Electric fences and fences constructed with razor or barbed wire are prohibited except when used to enclose livestock on bona fide farm, for public or quasi-public institutions for public safety or security purposes, or for industrial uses in the Light or Heavy Industrial Zoning District for security purposes.

7.3.10.2. No fence or wall more than 48 inches in height, which is more than seventy-five percent (75%) solid, may be placed in the front of a principal structure.

7.3.10.3. Fences shall be installed such that exposed framing faces the interior yard and not toward adjacent properties or public rights-of-way.

7.3.10.4. Fences and walls may not exceed seven (7) feet in height, except that in commercial and industrial districts, a fence may not exceed ten (10) feet in height. Fences greater than seven (7) feet in height shall be of an open type similar to woven wire or wrought iron. Fences and walls may exceed the height requirements of this Section if required or specifically authorized in another Section of this ordinance or with a special use permit.

7.3.10.5. Fences and walls are exempt from the setback requirements of this ordinance.

7.3.10.6. No fence or wall shall impede vision as regulated in Section 2.21 of this ordinance.

7.3.10.7. Fences and walls approved with a special use permit shall not adversely impede light or airflow to adjoining properties.

~~7.3.10.8.~~ Fences, if replaced, shall meet the requirements of this Section.

~~7.3.10.9.~~ Fences and walls seven (7) feet or less in height meeting the requirements of this ordinance shall not require a zoning permit.

~~7.3.4.~~ Accessory buildings may occupy 10% of the gross lot area, must be built a minimum of ten (10) feet from any lot line, and except for attached garages, must be built to the rear of the principal building in accordance with Section 8.13.2.

~~7.3.5.~~ Accessory buildings shall not be erected within ten (10) feet of any other accessory building.

~~7.3.6.~~ No accessory building or use may be erected or installed on any lot where a principal building does not exist.

~~7.3.7.~~ No lot shall have in excess of one accessory building, except that granny pods not exceeding three hundred (300) square feet and pool houses not exceeding one hundred fifty (150) square feet are permitted. Accessory building numbers limitation on property are exempt if the property is identified as having farm tax identification number. Properties greater than 1/2 acre in size in the R20-A zoning district may have up to two (2) accessory structures with a valid zoning permit. The side and rear setbacks for farm property shall be the same as other accessory buildings.

PART 2

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

- 3. Comprehensive Pedestrian Plan – Town of Smithfield (CA-23-03):** The applicant is requesting an amendment to the Smithfield Town Plan that adopts a new volume titled Comprehensive Pedestrian Plan

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

Planning Director Stephen Wensman explained the Town Plan, adopted in 2020, included a recommendation that the Town pursue a Pedestrian Plan through the NCDOT Pedestrian Planning Grant Program. The Town Council adopted a Resolution of Support for a grant application on 07/09/2019. NCDOT awarded the Town a grant and assigned AECOM to prepare the plan. The draft plan is the culmination of a planning process to improve pedestrian safety, connectivity, health and wellbeing through recommended infrastructure projects and community policies and programs. This effort was led by the North Carolina Department of Transportation's (NCDOT) Integrated Mobility Division (IMD), AECOM as the project consultant, and the locally appointed Steering Committee. With the adoption of the Pedestrian Plan, the Town will be well positioned to pursue funding opportunities with NCDOT for pedestrian projects. The Plan would also help the Town prioritize its spending on pedestrian facility projects.

Recommendation:

Planning Staff and the Planning Board recommend the adoption of the Pedestrian Plan as an addendum to the Town Plan.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the April 4, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour stated this plan did not address the needs of West Smithfield and connecting it to the amenities in other areas of the Town. Mr. Wensman responded the Council could make additional recommendations to be included in the plan.

Mayor Pro-Tem Dunn questioned if this plan now expanded mandates for sidewalks or trails in the ETJ. Mr. Wensman responded that those are already required in the ETJ, this plan just guides where trails and sidewalks should be in the event of development.

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

Councilman Scott made a motion, seconded by Councilman Stevens, to adopt the Pedestrian Plan as an addendum to the Town Plan Unanimously approved

CITIZEN'S COMMENTS:

- None

CONSENT AGENDA:

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

1. The following minutes were approved:
 - March 7, 2023 – Regular Meeting
2. Special Event – Partnership for Children's Stage Grand Opening: Approval was granted to the Partnership for Children to hold an event on April 15, 2023 from 10:00 am until 1:00 at the Community Park. Amplified sound and a food truck were also permitted.
3. Special Event – First Anniversary Party: Approval was granted to Bulldog Harley-Davidson to hold an event on April 15, 2023 from 10:00am until 4:00 pm at 1043 Outlet Center Drive. Amplified sound and food trucks were also permitted.
4. Special Event – Healthy Families Fair: Approval was granted to the Johnston County Department of Social Services to hold an event on April 20, 2023 from 4:30 pm until 6:30 pm at Smith-Collins Park. Amplified sound was also permitted.
5. Special Event – Tent Sale: Approval was granted to Direct Tool Factory Outlet to hold a tent sale April 21, 2023 until April 23, 2023 from 9:00 am until 7:00 pm at 1025 Outlet Center Drive
6. Special Event – Father's Day Cookout: Approval was granted to Omar McKnight to hold an event on June 18, 2023 from 11:00 am until 9:00 pm at Smith Collins Park. Amplified Sound was also permitted.
7. Special Event – Shriner's Parade: Approval was granted to the Sudan Shriners to hold a parade on May 18, 2024 from 11:00 am until 1:00 pm on Market Street in Downtown. The closure of Market Street and amplified sound were also permitted.
8. Approval of Resolution No. 723 (06-2023) Accepting North Carolina Environmental Quality Water Asset and Inventory Assessment Grant in the amount of \$150,000

RESOLUTION NO. 723 (06-2023)
 BY GOVERNING BODY OF RECIPIENT
 ACCEPTING THE NCDEQ ASSET AND INVENTORY AND ASSESSMENT GRANT

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

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$150,000 to perform asset inventory and assessment work, and

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

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

That the Town of Smithfield does hereby accept the State Reserve Grant offer of \$150,000.

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

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

9. Approval of Resolution No. 724 (07-2023) declaring certain property as surplus property and authorizing the disposition of that property and authorizing the auctioning of that property by the electronic services of GovDeals.com

Town of Smithfield
 Resolution No. 724 (07-2023)
 Authorizing the Sale of Certain
 Personal Property at Public Auction

WHEREAS, the Town Council of the Town of Smithfield desires to dispose of certain surplus property of the Town in accordance with NC GS 160A-270; and

WHEREAS, the Town Council of the Town of Smithfield desires to utilize the auction services of a public electronic auction service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

Dept.	Vin/Ser.#	Description
IT Dept	Various	23 Computers
IT Dept	Various	17 Switches
IT Dept	Various	21 Laptops
IT Dept	Various	7 Printers
IT Dept	Various	2 Scanners
IT Dept	Various	9 Camera Supplies
IT Dept	3DW91700292	INFOCUS Model LP 425Z Projector
IT Dept	Various	4 Monitors

IT Dept	Various	5 USB Docking Stations
IT Dept		Wall and Pole Mount
IT Dept		Box of A/C Cables
IT Dept		2 Boxes of Keyboards
IT Dept		Box of Video Cables
IT Dept		Box of Telephone Cables
IT Dept		SPECO TECH
IT Dept		Dell Power Edge
IT Dept		FORTRESS1420
Fire	1FMRU1W51LB34415	2001 Ford Expedition
Fire	3FTZF17251MA54427	2001 Ford F150
Fire	1FMEU73E67UA67646	2007 Ford Explorer
PW – Appearance	1FTCR10U3SUB63720	1995 Ford Ranger
PW – Appearance	1FDWF36S03EB91246	2003 Ford Flatbed Truck
PW – Sanitation	1GBGC24U7YZ327554	2000 Chevrolet Truck
PW – Drainage	1FDF37H1SNA35095	1995 Ford Truck
Parks & Recreation	1FTNX20L72EA94696	2002 Ford F250 XL Super Duty Crew Cab
Parks & Recreation	IFTSW20516EC60563	2006 Ford F250 XL Super Duty Crew Cab
SRAC	KM1027	2009 Skutt KM 1027 Kiln
SRAC		2009 Brent ie Pottery Wheel
SRAC		2009 Brent ie Pottery Wheel
PU – Water Plant	1FTYR10D04TA19363	2004 Ford Ranger
PU – Water/Sewer	1FDYR82E9SVA34147	1995 Ford Vac Truck
PU – Water/Sewer	FTBF2A65BEA91665	2011 Ford F250
PU – Electric		Pallet of Miscellaneous Chain Saws and Parts

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
3. The public electronic auction will be held beginning no earlier than April 17, 2023.
4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at **www.govdeals.com**. Citizens wanting to bid on property may do so at **www.govdeals.com**. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website **www.smithfield-nc.com**
6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

10. Approval was granted to amend the Downtown Smithfield Development Corporation's bylaws.

11. New Hire Report

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

Current Vacancies	Department	Budget Line
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
Facilities Maintenance Specialist	PW – General Services	10-20-5300-5100-0200
Licensed Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200
Police Chief	Police	10-20-5100-5100-0200
Police Officer	Police	10-20-5100-5100-0200
P/T Firefighter	Fire	10-20-5300-5100-0210
P/T Zoning Compliance Ast.	Planning	10-10-4900-5100-0200
Records Clerk/Specialist	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Sanitation Worker	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

12. Approval was granted to promote a Firefighter I to the rank of Firefighter II.

13. Bid was awarded to Heat Transfer Solutions in the annual amount of \$6,684.48 for HVAC services.

14. Bid was awarded to Clegg's Pest Control in the annual amount of \$3,600.00 for pest control services.

BUSINESS ITEMS:

1. Presentation on the Parks and Recreation Comprehensive Master Plan

Parks and Recreation Director Gary Johnson introduced Jennifer Beedle Munley from McAdams Company to present the findings for the Parks and Recreation Comprehensive Master Plan. She explained the process and the assessment of all the facilities in Smithfield. She offered some recommendations for parklands, amenities, programs and services.

No action was taken.

2. Special Event – Third Street Farmers Market: The business owners of Oak City Collections and Twisted Willow are requesting to hold a Farmers Market the second and fourth Saturdays from now until October 14th from 9am until 2:00pm. This request includes amplified sound and the closure of 100 block of South Third Street.

Town Manager Michael Scott informed the Council that this request was to close the 100 block of South Third Street for local business owners to hold a Farmer's Market. Since this was a new event, the Town Manager suggested allowing the applicants to hold the Farmer's Market several times before committing to a longer period of time.

Mayor Moore stated he frequented downtown on Saturday morning and he was concerned about closing the street because of the other businesses on South Third Street.

Terri Billot, owner of Twisted Willow, explained that she and the owners of Oak City Collection were trying to have a scheduled event to draw people downtown.

Jud Patterson, owner of Oak City Collection, stated that if the Council was uncomfortable with the length of time of the request, he would like the Council to consider allowing them to try it for three weekends.

Mrs. Billot explained that she had received a lot of interest and would appreciate the Council allowing them to at least try to put on this event. Vendors would be allowed to participate for free in order to generate some participation.

Councilman Barbour questioned if DSDC had an opinion about this event. Executive Director Sarah Edwards stated that her board had not had time to consider this request. Although she could not speak for her board, she felt they would support this endeavor. She expressed some concerns about closing the 100 block of South Third Street because it is closed frequently in the summer months for other DSDC sponsored events.

Councilman Barbour suggested allowing them to hold the Farmer's Market for three Saturdays. If the events proved to be successful and orderly, the applicants could apply for additional dates.

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve this special event request for the following dates: April 29th, May 13th and May 27th. Unanimously approved.

3. FY 2023-2024 Budget Discussions

The Town Council determined they would meet on Tuesday, April 11, 2023 at 6:00 pm

Councilmembers Comments:

- Councilman Lee recognized Dr. Carolyn Ennis' 93rd Beth. He reminded everyone of the Easter Egg Hunt at Smith-Collins Park on April 8th. He informed everyone of a book signing by his uncle at the Johnston County Museum on April 15th. Councilman Lee stated the residents of East Smithfield were concerned about their safety due to some recent violent incidents in the community. He asked for the Police Department to be more proactive than reactive.

Interim Chief of Police James Grady informed the Council that in light of the recent events, more patrols have been done in the area. He stated the Police Department was promoting its anonymous tip lines. Staff was also developing programs where the Police Department could engage the community. He would like to get community leaders together with the Police Department to foster some lines of open communication and partnerships.

Town Manager's Report:

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

- Mother Son Dance is scheduled for April 15th, which is a date change from April 29th
- A ribbon cutting is scheduled for the new walking path beginning at
- Smith Collins Park. This is scheduled for Saturday, April 29th at 10:00
- April 20th is the projected date for the Amphitheater to be completed. A ribbon cutting is being planned for the evening of May 5th, accompanied by live music.
- Annual Litter Sweep is scheduled for April 22nd
- Captain Bentley Powell's retirement reception is scheduled at the Fire Department on Thursday, April 27th from 1:00 pm to 4:00 pm.
- DSDC is working to have the July 4th fireworks shot off behind the Dollar General Store on Sunday, July 2nd. Practice fireworks will be fired on Thursday, 4/6/23 at about 8:00 pm to determine the size of tubes needed to reach the optimum height for viewing

Recess

Councilman Barbour made a motion, seconded by Scott, to recess the meeting until April 11, 2023 at 6:00 pm to be held in Council Chambers at Town Hall. The meeting recessed at approximately 9:32 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

DRAFT



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 05/02/2023

Subject: Inner Shows, Inc.
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets
May 12 - 29, 2023.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. **Certificate of Insurance**
4. **Map of Carnival Area**



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets May 12-29, 2023. This event will be held at 1025 Outlet Center Drive. Over 100 people are expected to attend. Food will be sold. Smithfield Police will be contacted by the applicant to provide security. No trash cans have been requested.



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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

Family Days Super Carnival Name of <input type="checkbox"/> Ent _____	1025 Outlet Center Dr., Smithfield, NC Location of <input type="checkbox"/> Ent/ <input type="checkbox"/> se (exact street address) _____
--	--

Name Inner Shows - Donna Inners Address 4091 Oak Circle, Franklinton, NC 27525

Phone number 919-529-1081 Email address tthiessen@kevaworks.com

Event date May 12 - 29, 2023 Will alcohol be sold or served? No

Event start time Weekdays 5pm
Weekends 1pm Event end time 11pm

Event set up time 7am Event cleanup time 7 am May 30 - 31

Sound amplification hours _____ Will food or goods be sold? Food

Food Trucks if applicable 0 (requires a valid permit from NC Department of Agriculture, a copy of the vehicle or trailer registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

Are event trash cans needed? _____ How many? _____ Carnival will provide trash cans for patron usage and will rent a rolloff dumpster to contain all trash

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

Payment received by: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Taylor Thiessen - Agent Taylor Thiessen 4/18/23
Applicant's Name (print) Signature Date

Planning Director signature: Stephen Weir Date: 4/24/23

OWNERS AUTHORIZATION

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

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

Property owners name (print) Julie Gasper

Address 1025 Outlet Center Dr., Ste 905, Smithfield, NC Zip 27577

Phone number 919-989-8453 Email igasper@simon.com

Signature: Julie Gasper Date: 4/18/23



EDWAMIN-01

CSALAMONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson, Kendall & Johnson, Inc. 109 Pheasant Run Newtown, PA 18940	CONTACT NAME:	
	PHONE (A/C, No, Ext): (215) 968-4741	FAX (A/C, No): (215) 968-0973
	E-MAIL ADDRESS: info@jkj.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest National Insurance Company	NAIC # 10120
INSURED Edward M. Inners & Sons Amus. dba Inners Shows 4091 Oak Circle Franklinton, NC 27525	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		SI8ML01779-231	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SI8ML01779-231	4/20/2023	4/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		SI8EX01783-231	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Carolina Premium Outlets, LLC, a Delaware Limited Liability Company; Simon Property Group; KevaWorks, LLC and the City of Smithfield are Additional Insured with respect of the Named Insured, and where required by written Contact. are Additional Insured for General Liability with respect to the operations of the Named Insured, and where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

CAROLINA PREMIUM OUTLETS, LLC
a Delaware limited liability company
1025 Outlet Center Drive
Suite 905
Smithfield, NC 27577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

911 Industrial Park Dr., Smithfield, NC – Carolina Premium Outlets





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/02/2023

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

Issue Statement

The Council is being asked to allow HealthQuest to hold a member appreciation fun day at 514 N. Brightleaf Blvd.

Financial Impact

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

HealthQuest is requesting to hold a member appreciation fun day at 514 N. Brightleaf Blvd. This event would take place on Saturday, May 20, 2023 with setup beginning at 8:00 am and clean up ending by 4:00 pm. The event would operate from 10:00 am to 2:00 pm. Amplified sound in the form of a hired DJ will be used between 9:00 am and 2:30 pm. Over 100 people are expected to attend. Food trucks will be on the premises selling food. Inflatables will be provided for entertainment for the children. Health screenings, games, fitness challenges and dancing will all be provided. No security is needed, no town property will be used and no trash cans have been requested.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>HealthQuest Member Appreciation Day</u> Name of Event	<u>514 N. Brightleaf Blvd. Smithfield NC 27578</u> Location of Event/Use (exact street address)
---	--

APPLICANT:

Name HealthQuest FWC/UNC Health

Address 514 N. Brightleaf Blvd. Smithfield NC

Phone number 919-938-7581

Email address Reba.Mason@UNCHealth.unc.edu

Event date 05/20/2023

Event start time 10:00am

Event set up time 8:00am

Sound Amplification Type DJ

Sound Amplification Time 9:00am - 2:30pm

PROPERTY OWNER:

Name UNC Health Johnston Hospital

Address _____

Phone number _____

Email address _____

Will alcohol be sold or served? Y or (N)

Event end time 2:00pm

Event cleanup time 2-4pm

Will food or goods be sold? (Y) or N

Food Trucks (if applicable 4) (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

If any town streets require closure, please list all street names. NO

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

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

Member Appreciation Day with various stations to represent all service areas of Healthquest. Blow ups for Kids/Adults, DJ, Food Trucks, Group Fitness classes outside/inside Johnston Medical Mall and Healthquest.

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Healthquest FWC Ashley Scott, Director of Wellness 04/18/2023
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wern Date: 4/24/23



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): 844-357-0403 FAX (A/C, No): E-MAIL: ADDRESS: contact@hiscox.com PRODUCER CUSTOMER ID:														
INSURED Mama Ruths LLC 1505b Elevation Rd Four Oaks, NC 27524	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc.</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc.	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	PROPERTY	P100,111.369.3	02/20/2023	02/20/2024	<input type="checkbox"/> BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 25,000
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUILDING	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> CONTENTS	<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				\$ 500	<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					<input type="checkbox"/> BLANKET BLDG & PP	\$
							\$
							\$
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS					\$	
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$	
	<input type="checkbox"/>					\$	
	CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/>					\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------	--

N.C. Department of Health and Human Services
 Division of Public Health
 Environmental Health Section

PERMIT TRANSITIONAL PERMIT

Date: 07/08/2021

Name of Establishment: Mama Ruth's
 Location Address: 25 Lake Forest Ct
 City: Four Oaks State: NC Zip: 27524
 Billing Name: Mama Ruth's LLC
 Billing Address: _____
 City: _____ State: _____ Zip: _____
 Email Address: mamaruths.may@gmail.com
 Phone: (910) 354-6208 Fax: _____

Permittee: Mama Ruth's LLC
 Manager/Person in Charge: Ayonna Barnes
 County: JOHNSTON
 Status Code: I T K
 Establishment ID: 04051031577
 Map #: _____ Parcel ID: _____
 Lat. _____ Long. _____
 Emergency Phone Number: (910) 354-6208

Permission is granted to operate a Mobile Food Units as defined in G.S. 130A-247(1) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater System: Municipal/Community On-Site System Capacity _____ Category # 0 1 2
 Water Supply: Municipal/Community On-Site Supply 3 4
 Pushcart/Mobile Food Unit operating in conjunction with: San Luis Mex-Grill and Tequila / 04051011295
 Restaurant or Commissary Name and ID Number

Conditions/Remarks:

Unit must report to the commissary each day of operation for fresh water fill up, to empty waste water, to prepare food, store food, restock supplies, trash disposal and for utensil washing. No food prep or servicing of MFU can occur at any other location. Fruits, vegetables and raw meats must not be processed on MFU, all prep (washing/cutting/etc.) must occur at approved commissary location. MFU must stay plugged in to power, or with generator running so that all coolers maintain proper temp at all times! Only hot holding/cold holding/cooking and assembly can occur on mobile food unit. All food handling must occur within the enclosed portion of the unit. At all times MFU is operating it must maintain the following: 1) Keep hot foods 135 degrees or above. 2) Keep cold foods 41 degrees or lower 3) Wash hands frequently. 4) No bare hand contact with ready to eat foods (use gloves/tongs/deli paper, etc.). 5) Must have hot water 110 degrees or above and cold running water at all times. 6) Sanitizer. 7) Test strips. 8) Accurate metal stem thermometers for checking food temps. 9) No waste water leaks. 10) Coolers/freezers working and holding proper temperature. 11) Electricity. Numbers 1-11 must be done at all times unit is in operation and all state rules must also be followed. If other foods want to be added, contact this department prior to starting. Only limited cooling of foods is permitted on mobile food unit! If cooling needs to occur, this should happen at the commissary where adequate cooling space exists.

Call this department for notification of locations where you will operate. You must operate some in Johnston County so that an inspection can be conducted! If inspections are not conducted, permit suspension/revocation may occur. If going to other counties to operate, call that county for permission PRIOR to going. The county you want to work in must give permission PRIOR to going. Within 210 days, there must be a person on duty at all times that is a Certified Food Protection Manager. Keep permit on unit at all times for review. Contact this office on a MONTHLY basis to notify of locations operation. Vin# 5NHUNS624MU131290 Tag# AM-14474

ATTACHMENTS

Transitional Permit Conditions

This permit shall expire on _____ and is not renewable. All non-compliant items listed herein and on attached pages (if applicable) must be completed within 90 / 180 days. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: Ayonna Barnes Title: owner Date: 07/12/21
 Manager/Person In Charge
 Signed: John Phillip REHS RS#: 1848 Date: 07/08/21
 Division of Environmental Health 919-989-5180

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00) EHS 1341 (Revised 07/12) Environmental Health Section

DECLARATIONS



ERIE INSURANCE EXCHANGE
GENERAL LIABILITY POLICY

RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
JJ1764 BAREFOOT INSURANCE AGY	01/29/23 TO 01/29/24	Q25 2900594 NC

ITEM 1. Named Insured and Address
LITTLE LANEA'S MINI DONUTS LLC
1363 LANGDON RD
ANGIER NC 27501-7428

ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

TYPE OF POLICY - OCCURRENCE
COUNTY - HARNETT

BUSINESS TYPE - OTHER

THE ERIE'S LIMIT OF PROTECTION FOR EACH COVERAGE IS STATED BELOW.
THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	

COVERAGES & PREMIUMS

PREMISES/OPERATIONS	\$	175.
PRODUCTS/COMPLETED OPERATIONS	\$	131.
OPTIONAL COVERAGES - ADDITIONAL INSUREDS	\$	35.

TOTAL DEPOSIT PREMIUM - - - - - \$ 341.

APPLICABLE FORMS - SEE SCHEDULE OF FORMS



Request for Town Council Action

Consent Agenda Item:
Date: 05/02/2023
Donation of Sick Leave

Subject: Request for Approval of Donation of Sick Leave
Department: Parks and Recreation – Aquatics
Presented by: Parks and Recreation Director – Gary Johnson
Presentation: Consent Agenda Item

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 140 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 health condition not associated with work, that will require him to miss approximately 7 more weeks of work time. This time would concur with approved FMLA leave totaling a maximum of 12 weeks. The employee is requesting the donation of 140 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 May 8, 2023 and will not exceed a maximum of 140 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: Budget
Amendment
Date: 05/02/2023

Subject: Various Budget Amendments Including Correction to System Entry of Original FY23 Budget

Department: Finance Department

Presented by: Finance Director – Greg Siler

Presentation: Consent Agenda Item

Issue Statement – Various budget amendments

Financial Impact – Budget amendment 1 is a designation of ARPA funds.

Budget amendment 2 uses General Fund contingency.

Budget amendment 3 uses grant funding.

Budget amendment 4 has no impact on the budget as it uses funds from another departmental expenditure line.

Budget amendment 5 has no impact on the budget as it is a correction to the original FY23 budget.

Action Needed – Approve as presented

Recommendation – Approve Amendments

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Budget Amendments 1-5



Staff Report

Consent	Various
Agenda	Budget
Item:	Amendments

Please see the description under each of the five budget amendments. These are budget amendments previously brought to Council's attention at earlier council meetings or through communications with the Town Manager.

BUDGET AMENDMENTS
May 1, 2023

ARPA FUND

1. Expenditures

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

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

General Fund

2. Expenditures

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

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

GENERAL FUND CAPITAL PROJECT FUND

3. Revenue

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

Expenditure

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

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

WATER/SEWER CAPITAL PROJECT FUND

4. Revenue

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

Expenditure

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

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

Water Fund

5. Expenditures

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

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

Approved by the Smithfield Town Council this the 2nd day of May, 2023

M. Andy Moore, Mayor

ATTEST:

Shannan Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Agreement
Approval
Date: 05/02/2023

Subject: Approve the Proposed Grant Agreement with Johnston County

Department: Public Utilities

Presented by: Public Utilities Director – Ted Credle

Presentation: Consent Agenda Item

Issue Statement

Johnston County has solicited all municipalities within the County to offer projects that could benefit from the ARPA funding, provided by the federal government, and delegated by Johnston County. The Town requested \$500,000 to assist in funding the Water Plant Improvement project and after review, the Johnston County Board of Commissioners approved the request.

Financial Impact

The agreement will award the Town \$500,000 to assist in funding the Water Plant Improvement Project.

Action Needed

Approve the agreement between the Town and the County and ask the Mayor to execute the agreement

Recommendation

Staff recommends approval of the agreement and for the Mayor to execute

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Agreement



Staff Report

Consent
Agenda
Item: Agreement
Approval

As part of the American Rescue Plan Act of 2021, the federal government made funds available for water & sewer projects that would assist communities across the country. Johnston County is using portions of the funds to award to municipalities within the County that have projects that could assist communities with infrastructure construction and rehabilitation. To that end, Johnston County solicited requests from the municipalities to offer projects, eligible for funding. Smithfield placed multiple for consideration and the request for Water Plant Improvement project funding was approved by the Johnston County Board of Commissioners. The proposed agreement is now before the Town Council to be approved and executed.

Staff is asking Council to approve the agreement; which will award the Town \$500,000 to assist in financing the Water Plant Improvement project, and ask the Mayor to execute the agreement.

**

MUNICIPAL FUNDING AGREEMENT

NORTH CAROLINA
JOHNSTON COUNTY

This AGREEMENT made and entered into this ____ day of _____ 20____, by and between County of Johnston, North Carolina, hereinafter referred to as the "COUNTY", and Town of Smithfield hereinafter referred to as the "TOWN".

WITNESSETH:

WHEREAS, the TOWN has requested certain funds from the COUNTY to improve access to clean drinking water as presented in the application for funding; and

WHEREAS, in response to such request, the Johnston County Board of Commissioners has appropriated the sum not to exceed \$500,000.00 to support this purpose; said sum being derived from County funds; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The TOWN agrees to use the funds appropriated and provided by the COUNTY in the manner and for the purposes of its Water Treatment Plant Improvements Project (the "Project") as stated on the grant forms submitted to the COUNTY or as otherwise approved by the County, which are incorporated by reference into this AGREEMENT.
2. In consideration for the performance by the TOWN of the Water Treatment Plant Improvements Projects outlined in Exhibit A, the COUNTY agrees to reimburse the TOWN in an amount not to exceed \$500,000.00 for Project costs actually incurred and paid by TOWN for the Project. Costs incurred shall only be those which are necessary and allowable to carry out the Project. Payment of such amount shall be made in increments and frequency solely determined by the COUNTY. Payments will only be made upon receipt of all necessary documentation from the TOWN. While not required of the COUNTY, the COUNTY seeks to make any payments within 30 days of receipt by the County of an accurate and complete Request for Disbursement form (or similar recap document) along with copies of paid invoices. The request for reimbursement is to be net of all sales taxes paid. The COUNTY may disapprove a requested reimbursement claim. If the reimbursement claim is so disapproved, COUNTY shall notify TOWN as to the disapproval. A decision by the COUNTY to disapprove a reimbursement claim is final.

There is no appeal process for TOWN. If COUNTY approves payment, then COUNTY will disburse funds without further notice.

3. If the TOWN fails to perform its obligations under this AGREEMENT, or if the TOWN violates any of the provisions of this AGREEMENT, the COUNTY shall have the right to immediately terminate this Agreement by giving written notice to the TOWN of such termination. In such event, the TOWN shall be fully liable to the COUNTY for all improperly expended funds. The COUNTY may additionally terminate this AGREEMENT without cause upon thirty (30) days advance notice to the TOWN.
4. The TOWN shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
5. The TOWN shall maintain all accounts, books, ledgers, journals, and records associated with the Project in accordance with generally accepted accounting principles, practices, and procedures and make such records available to the COUNTY for inspection as may be necessary for COUNTY to monitor and evaluate transactions related to the PROJECT.
6. The TOWN shall submit to the Johnston County Finance Department annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
7. Sales taxes are not eligible for reimbursement or applied against any grant funds. TOWN is responsible to file with the State of North Carolina for any sales taxes paid for which you are due a refund.
8. The COUNTY shall be entitled to conduct program evaluations of the TOWN's activities as it relates to the Project. TOWN agrees to cooperate with COUNTY for any review or audits of the activities related to the Project under this AGREEMENT.
9. All books and records shall be maintained by the TOWN for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the TOWN.
10. As a condition of receiving funds from Johnston County, and to the extent allowable by law, the TOWN agrees to fully indemnify and hold harmless, Johnston County, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out

of, or occurring in connection with, directly or indirectly, activities or projects funded in part or in whole with funds made available under this AGREEMENT.

11. The COUNTY is in no way responsible for the administration and supervision of the TOWN's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
12. The Term of this AGREEMENT shall be effective as of January 21, 2023 and shall terminate when all funds disbursed by the County to TOWN under this AGREEMENT have been expended by the TOWN for the purposes authorized by the Grant, unless terminated sooner under the terms of this AGREEMENT. TOWN shall complete all work and fully expend all funds by December 31, 2026. Only expenditures between June 30, 2022 and December 31, 2026 are eligible for reimbursement. Any request for reimbursement of funds must be submitted and received before January 30, 2027.
13. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and TOWN.
14. This agreement shall be interpreted in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this AGREEMENT is the appropriate division of the North Carolina General Court of Justice in Johnston County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST

COUNTY OF JOHNSTON

R.S. "Butch" Lawter, Jr.

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

Chad McLamb, County Finance Director

ATTEST

TOWN OF SMITHFIELD

Shannan Parrish, Town Clerk

M. Andy Moore, Mayor

Exhibit A

**TOWN OF SMITHFIELD
NORTH CAROLINA**



PROPOSAL

**MUNICIPAL FUNDING REQUESTS FOR WATER,
WASTEWATER, OR STORMWATER PROJECTS**

Proposals Due Date:

**JUNE 30, 2022
3:00 P.M.**



To: Ms. Pam Radford
Purchasing Agent
Johnston County
207 E. Johnson Street
Smithfield, NC 27577

From: Ted Credle, Smithfield Director of Public Utilities

Re: Johnston County Request for Proposals for Municipal Water, Wastewater, or Stormwater Projects

Ms. Radford,

In response to the Johnston County request for proposals for Municipal Funding Requests for Water, Wastewater, or Stormwater Projects; the Town of Smithfield submits the attached proposal. For convenience we have addressed each bullet point of required "content" directly, with its own paragraph. We hope this helps with the County's evaluation process.

NAME OF PROJECT

Town of Smithfield Water Treatment Plant Improvements capital project

AMOUNT OF FUNDS REQUESTED

The Town of Smithfield (Town) is requesting funds in the amount of \$1,000,000 to assist in the construction of the Town's water treatment plant

PROJECT DESCRIPTION

The Town is improving the water treatment plant by expanding its ability to treat water taken from the Neuse River from 6.2 million gallons per day (MGD) to a larger amount of 8.3 MGD. This project entails the construction of an expanded reservoir; a new electrical building with emergency generator; a new 1-million gallon water storage tank; additional pumps and chemical feed systems; expanded and modernized SCADA system for advanced control; and a second backwash tank to treat process water before returning it back to Buffalo Creek.

PROJECT PLAN

Construction on the Town's Water Plant Improvement project began in March of 2021. Completion of the project is schedule for Spring of 2023, unless completion is delayed due to supply chain issues. The improvement project is currently tracking to be on-time and within the project budget.

STATEMENT OF NEED

The growth in Johnston County (County) has been both historically unprecedented and at a frenetic pace. To meet this growth, utilities in the County have been taxed to increase supply along with the increased demand. As Johnston County has only two surface water treatment plants, both the County and the Town of Smithfield have launched capital improvement projects to increase the treatment capacity of their respective water plants.

It is clear that as overall County growth continues, the mechanism that may potentially slow the growth will be the availability of utilities and the ability of municipalities to provide utility service to the incoming population.

HARM TO BE ADDRESSED

As the population growth continues to surge & escalate across the Town and the County, the access to potable water becomes an increasingly critical need. Housing, commerce and industry all require potable water and the availability of this vital resource to continue to grow in the Town and throughout the County. The Town's capital improvement project will ensure that economic growth will not be hampered by the availability of potable water.

POPULATION SERVED

This project will not only benefit the 12,500 citizens of Smithfield, as well as the 5,000 commuting employees that the Town hosts, at various businesses on a daily basis, by providing a newer, updated water plant; but, it will also benefit the growing population in other reaches of the County, as roughly 40% of the post-construction water production will be allocated for County utilities to purchase and distribute.

RESULTS

This project will give the Town the ability to provide an increased amount of potable water to the Town and the County, per the supply contract signed by both parties in 2017. The Town will have expanded treatment capacity at the plant to treat up to 8.3 MGD, which represents a 33% increase in plant treatment capacity.

EVALUATION

The Town will track the funds used on this project through the multi-step process of the contractor providing a pay application; the project engineering consultant will verify the work has been done; and the Town will double-check the application to ensure the final product meets project standards.

Additionally, at the end of the project, the engineering consultant will certify that the project is constructed in accordance with approved plans and submit such findings to the North Carolina Department of Environmental Quality (NCDEQ). The NCDEQ will also certify completion of the project.

IMPACT

This project will provide increased potable water supply to all water customers throughout the Town; as well as, increasing the potable water supply sold to the County. It is presumed the County will also be able to provide additional potable water to their customers. No single resource can have greater impact to a community than the secure supply of potable water.

PROJECT PARTNERS

This project will be undertaken by the Town of Smithfield. After two separate, public bid processes, the Town hired The Wooten Company as our consulting design engineers and Shook Construction as our general contractor. Both the engineer and the contractor received approval from the NCDEQ.

CAPACITY

The Town has completed major capital improvements many times before, including expanding the same water treatment plant in the 1980's. Our consultant, who has designed and certified dozens of similar projects previously as "complete", was chosen for their extensive experience and their familiarity with Town and County utilities. The Contractor has shown through their references that they are well-versed in large-scale capital projects and are capable of delivering project completion on-time and within the set budget. In both cases, the portions of the project that have already been accomplished have proven each company to be capable and proficient.

BUDGET

The Town has secured funding through the use of Town funds and a loan granted by the NCDEQ. A detailed list is provided below:

Revenues:		Expenses:	
State Loan	\$ 12,050,000	Design Fee	\$ 1,370,000
Town Funds	\$ 5,548,500	Plant Construction	\$ 15,513,500
		Backwash pump	\$ 190,000
		SCADA	\$ 225,000
		Generator	\$ 700,000
Total	\$ 17,598,500	Total	\$ 17,598,500

The Town is requesting funds that will be used for portions of the project that are still incomplete (generator acquisition & installation, reservoir expansion, SCADA extension to reservoir, etc.)

SPECIAL CONSIDERATIONS

The County and Town continue to work together to expand the supply of utilities to all customers throughout the County. This project is designed to provide additional potable water to customers in the Town; as well as, provide additional potable water supply to the County, as the historic growth continues throughout the entire County service area.

Should the County have additional questions, or desire further information, please contact us at 919-934-2798, or at ted.credle@smithfield-nc.com. We are grateful for the opportunity to request assistance. Thank you for your consideration.

Respectfully,



Ted Credle
Public Utilities Director

MUNICIPAL FUNDING REIMBURSEMENT REQUEST **JOHNSTON COUNTY**

Funding Recipient: _____ Payment No. _____

Vendor/Contractor	Pay Request/Invoice Number	Pay Request/Invoice Date	Pay Request/Invoice Amount	Less Sales Tax	Requested For This Pay Request
Totals					\$0

Certification
I certify:

- (1) That copies of all relevant invoices and pay requests are included with this reimbursement request and that copies of all relevant contracts are on file with the County; and
- (2) That to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the Municipal Funding Agreement and that this request represents the monies due which have not been previously received and that all work has been completed satisfactorily in accordance with the terms and conditions of the award.

Please check one of the boxes below:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient

The funds requested above will be paid to the respective vendors, consultants & contractors upon receipt of these funds.

Type or Print Name and Title

Signature of Authorized Representative

Date



Request for Town Council Action

Consent Advisory
Agenda Board
Item: Appointment

Date: 05/02/2023

Subject: Advisory Board Appointment
Department: General Government
Presented by: Town Clerk – Shannan Parrish
Presentation: Consent Agenda Item

Issue Statement

The Town Council is asked to consider a reappointment to the Library Board of Trustees

Financial Impact

N/A

Action Needed

The Town Council is asked to consider the reappointment of Rick Childrey to the Library Board of Trustees.

Recommendation

Staff recommends approval of this reappointment.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Rick Childrey – Board Application



Staff Report

Consent Advisory
Agenda Board
Item Appointment

Board Reappointment

Rick Childrey has submitted an application for consideration to be reappointed to a third term the Library Board of Trustees.

Current Board vacancies are as follows:

- Appearance Commission – 2 positions
- Historic Properties Commission – 1 position
- Library Board of Trustees – 2 positions
- Parks and Recreation Advisory Commission – 3 positions and 2 High School representative positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: Childrey Richard W.
(Last) (First) (MI)
Home Address: 1105 S. Crescent Drive, Smithfield, NC 27577
Business Name & Address: Retired
Telephone Numbers: (Home) (Mobile) 919-915-5588 (Email) rwchildrey@gmail.com

Please check the Board(s) that you wish to serve on:

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident
Planning Board ETJ Resident
Other:

Interests & Skills: Genealogy, marketing, reading

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 (4) 5 6

Recent Job Experiences: President Greater Smithfield-Selma Area Chamber of Commerce, 1986-'2016

Civic or Service Organization Experience: Johnston County Tourism Authority, Central Johnston Rotary Club, Johnston County Community Foundation, Smithfield Jaycees

Town Boards previously served on and year(s) served: Downtown Smithfield Development Corporation 1986-2018, 2020, Library Board 2017-2023

Please list any other Boards/Commissions/Committees on which you currently serve: Johnston County Tourism Authority

Why are you interested in serving on this Board/Commission/Committee? I have enjoyed serving on this Board. The library is an integral part of our community. It is under fairly new leadership and progressing nicely.

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Printed Name: Richard W. Childrey

Signature: Richard W. Childrey

Date: 4-24-23

Return completed for to:

Shannan Parrish
Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

**Applicants are required to be a resident of the Town of Smithfield for In-Town positions
and within the Town's ETJ for ETJ positions**



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

Action Requested

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$24.96/hr. (\$51,916.80/yr.)
Firefighter I	Fire	10-20-5300-5100-0200	\$18.81/hr. (\$41,081.04/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$22.90/hr. (\$51,204.40/yr.)
P/T Athletic Staff	P&R – Recreation	10-60-6200-5300-0210	\$10.00/yr.
P/T Firefighter	Fire	10-20-5300-5100-0210	\$17.60/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0230	\$10.00/hr.

Business Item





Request for Town Council Action

Business Award of
Item: Contract
Date: 05/02/2023

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

Issue Statement

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

Financial Impact

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

Action Needed

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

Recommendation

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

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Agreement



Staff Report

Business Award of
Item: Contract

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

To meet this requirement, the Town seeks to engage a consulting firm, as such an undertaking is beyond the scope of manpower and expertise of Town staff. The Town interviewed consultants that are familiar with the EPA ruling and designated process. Of those interviewed, WithersRavenel has been recommended by staff as the preferred consultant.

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

**



April 4, 2023

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

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

Dear Mr. Credle,

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

Sincerely,
WithersRavenel

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

Attachment:
Proposal for Professional Services

Town of Smithfield Smithfield, North Carolina Proposal for Professional Services

A. Project Description

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

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

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

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

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

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

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

B. Timeline for Services

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

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

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

C. Scope of Services

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

Task 1 - Project Management Services

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

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

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

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

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

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

D. Exclusions/Additional Services

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

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

General

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

Geomatics Services

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

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

Environmental Services

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

Offsite/Specialty

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

Planning/Studies

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

Services During Construction

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

Stormwater Services

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

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

Landscape Architecture Services

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

Services by Others

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

Documents/Drawings

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

Design Services

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

Project Management

- Additional Meetings/Site Visits;

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

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

E. Client Responsibilities

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

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

F. Compensation for Services

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

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

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

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

G. Acceptance

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

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF SMITHFIELD



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

Signature Date

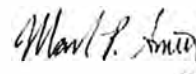
Amanda Whitaker
Name

Director, Funding Services
Funding and Asset Management
Title

Signature Date

Name

Title



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

Signature Date

Mark Smith
Name

GIS Project Manager
Funding and Asset Management
Title

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

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

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

1. Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT II

Fee & Expense Schedule

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

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

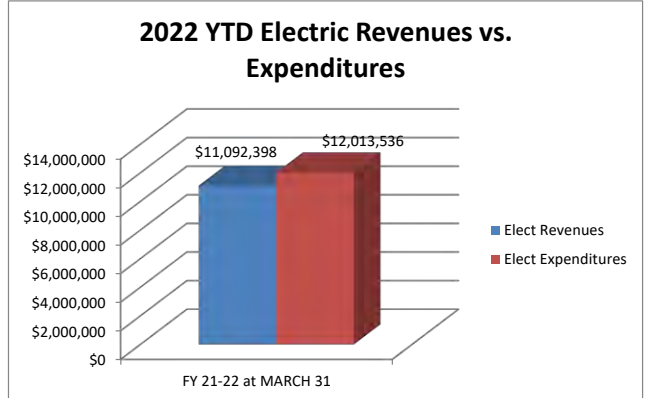
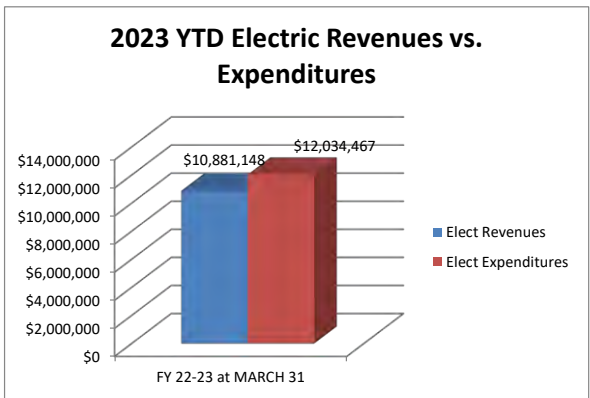
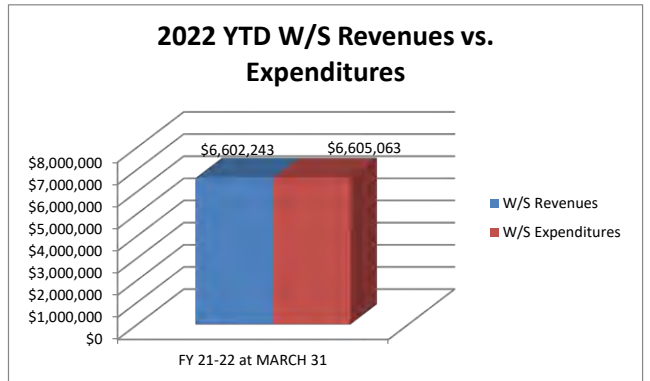
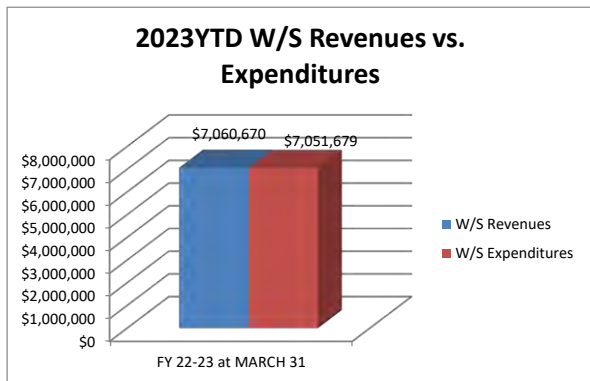
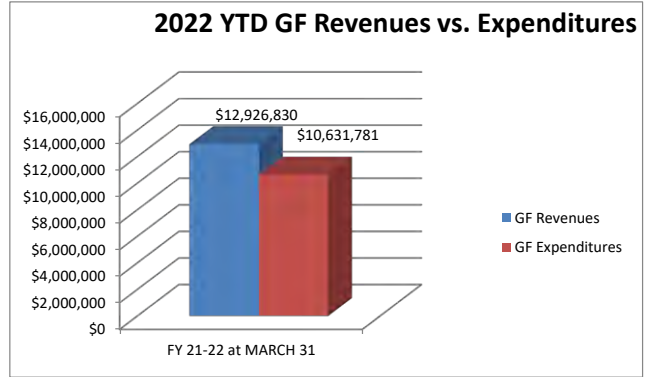
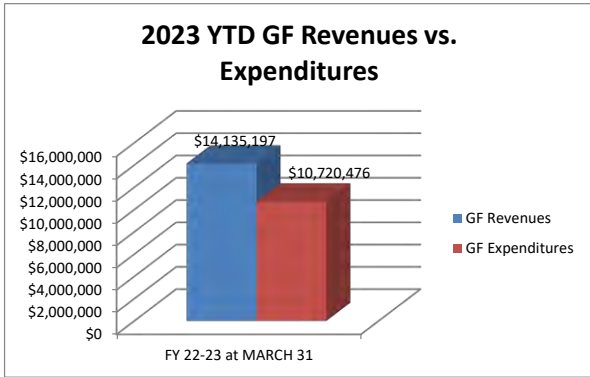
Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental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

Effective January 1, 2023 - Schedule is subject to change

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2023
Gauge: 9/12 or 75 Percent

75.00%

GENERAL FUND						
	Frequency	Actual to Date	Budget	Actual to Date	YTD %	
Revenues		FY '21-22	FY '22-23	FY '22-23	Collected	
Current & Prior Year Property Taxes	Monthly	\$ 6,765,729	\$ 6,861,000	\$ 770,747	11.23%	
Motor Vehicle Taxes	Monthly	587,275	700,000	539,543	77.08%	
Utility Franchise Taxes	Quarterly	707,446	960,000	735,559	76.62%	
Local Option Sales Taxes	Monthly	2,020,196	3,040,000	2,266,702	74.56%	
Aquatic and Other Recreation	Monthly	483,757	695,000	618,332	88.97%	
Sanitation (Includes Penalties)	Monthly	1,026,840	1,475,040	1,052,300	71.34%	
Grants		146,518	87,500	74,383	85.01%	
All Other Revenues		1,189,068	1,601,866	8,077,631	504.26%	
Loan Proceeds			-		#DIV/0!	
Transfers (Electric and Fire Dist.)		-	460,150	-	0.00%	
Fund Balance Appropriated		-	1,047,163	-	0.00%	
Total		\$ 12,926,830	\$ 16,927,719	\$ 14,135,197	83.50%	
		Actual to Date	Budget	Actual to Date	YTD %	
		FY '21-22	FY '22-23	FY '22-23	Collected	
Expenditures						
General Gov.-Governing Body		\$ 397,666	\$ 445,435	\$ 345,542	77.57%	
Non Departmental		658,697	1,684,049	657,984	39.07%	
Debt Service		853,357	448,888	400,763	89.28%	
Finance		98,254	152,740	109,587	71.75%	
IT			187,125	78,187	41.78%	
Planning		220,057	446,935	286,729	64.15%	
Police		2,869,894	4,562,896	2,985,510	65.43%	
Fire		1,622,075	2,510,948	1,869,022	74.43%	
EMS		-	-		#DIV/0!	
General Services/Public Works		435,250	698,933	464,206	66.42%	
Streets		425,187	721,781	329,757	45.69%	
Motor Pool/Garage		102,349	124,145	70,903	57.11%	
Powell Bill		309,831	559,169	370,599	66.28%	
Sanitation		1,178,437	1,604,788	1,085,248	67.63%	
Stormwater		67,998	171,392	44,015	25.68%	
Parks and Rec		645,202	1,159,343	804,521	69.39%	
SRAC		709,062	1,146,479	771,792	67.32%	
Sarah Yard Center		38,466	74,070	46,110	62.25%	
Contingency		-	228,603		0.00%	
Appropriations/Contributions		-	-		0.00%	
Total		\$ 10,631,781	\$ 16,927,719	\$ 10,720,476	63.33%	

YTD Fund Balance Increase (Decrease)

- 0

75.00%

WATER AND SEWER FUND

	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Revenues				
Water Charges	\$ 1,906,647	\$ 2,870,000	\$ 1,968,942	68.60%
Water Sales (Wholesale)	1,376,469	\$ 2,000,000	1,420,296	71.01%
Sewer Charges	3,182,978	4,505,000	3,375,579	74.93%
Penalties	38,912	55,000	51,640	93.89%
Tap Fees	14,965	24,000	5,275	21.98%
Other Revenues	82,273	112,650	238,938	212.11%
Grants	-	30,000		0.00%
Loan Proceeds	-	-		#DIV/0!
Fund Balance Appropriated	-	1,616,421		0.00%
Total	\$ 6,602,243	\$ 11,213,071	\$ 7,060,670	62.97%

	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Expenditures				
Water Plant (Less Transfers)	\$ 1,674,466	\$ 2,216,765	\$ 1,507,773	68.02%
Water Distribution/Sewer Coll (Less Transfers)	4,505,675	5,377,761	2,948,991	54.84%
Transfer to General Fund	-	-		#DIV/0!
Transfer to W/S Capital Proj. Fund	-	2,401,130	2,363,130	98.42%
Debt Service	424,923	967,414	231,785	23.96%
Contingency	-	250,001	-	0.00%
Total	\$ 6,605,063	\$ 11,213,071	\$ 7,051,679	62.89%

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Electric Sales	\$ 10,877,577	\$ 16,127,650	\$ 10,573,526	65.56%
Penalties	57,723	80,000	66,154	82.69%
All Other Revenues	157,099	198,630	241,469	121.57%
Grants	-			
Loan Proceeds	-			
Fund Balance Appropriated	-	694,603		
Total	\$ 11,092,398	\$ 17,100,883	\$ 10,881,148	63.63%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Administration/Operations	\$ 2,090,789	\$ 3,207,292	\$ 2,739,470	85.41%
Purchased Power - Non Demand	3,219,198	12,450,000	3,484,422	27.99%
Purchased Power - Demand	4,943,832		4,600,858	#DIV/0!
Purchased Power - Debt	867,132		867,132	#DIV/0!
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	177,977	-	0.00%
Contingency	-	277,879	-	0.00%
Transfers to Electric Capital Proj Fund	550,000	550,000	-	0.00%
Transfer to Electric Capital Reserve	-	-	-	
Transfers to General Fund	-	95,150	-	0.00%
Total	\$ 12,013,536	\$ 17,100,883	\$ 12,034,467	70.37%

CASH AND INVESTMENTS FOR AUGUST

General Fund (Includes P. Bill)	17,461,845			
Water and Sewer Fund	10,990,703			
Electric Fund*	11,077,424			
ARPA (20)	3,053,786			
SCIF (21)	448,163			
JB George Endowment (40)	131,962			
Water Plant Expansion (43)	531,921			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	2,210,373			
Capital Project Fund: General (46)	1,106,382			
Capital Project Fund: Electric (47)	810,953			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(3,013)	1st CITIZENS	35,961,719	0.3% (Earn
Firemen Relief Fund (50)	92,298	NCCMT	5,096,240	0.600%
Fire District Fund (51)	80,334	KS BANK	2,399,785	0.25%
General Capital Reserve Fund (72)	6,169	TRUIST	5,000,000	1.30%
Total	\$ 48,457,744		\$ 48,457,744	

*Plug

Account Balances Confirmed By Finance Director on

4/19/2023

Department Reports





FINANCE DEPARTMENTAL REPORT FOR MARCH, 2023

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

Daily Collections/Property Taxes/Other.....	\$3,096,450
Franchise Tax.....	234,427
Sales & Use Tax.....	363,624
Powel Bill.....	_____
Total Revenue	\$3,694,501
Expenditures: General, Water, and Electric.....	\$6,274,739

FINANCE:

- Compiled and submitted monthly retirement report for March on 3/30/2023.
- Issued 64 purchase orders
- Processed 795 vendor invoices for payment and issued 451 accounts payable checks
- Prepared and processed 3 regular payrolls and remitted federal and state payroll taxes on 3/3/2023, 3/17/2023 and 3/31/2023
- Issued total of 1 renewal privilege licenses for beer and wine sales which leaves 4 outstanding
- 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 \$9,496.
- Processed 8 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$15,642.91 (EMS: \$2,889.60; SRAC: \$1,461.64; Utility: \$11,291.67; and Other: \$0)
- Penn Credit - Bad Debt Collections received in March \$0; Total collections calendar year-to-date \$23,185.67
- Invoiced 2 grave opening (10-40-3400-3403-0003) for a total of \$1450.
- Invoiced Johnston Community College for Police Security (March and April invoiced 4/11)
- Earned \$31,877 in interest from FCB and paid \$3,088 in fees on the central depository account.
- Paid \$11,154 in credit/debit/Tyler card fees, but received \$7,556 (31-72-3550-3520-0002) in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting on March 7, 2023
- Attended Department Head Meeting on March 6 and 21, 2023
- Paid Utility Sales Tax for February 2023 on March 17, 2023
- Attended after hours budget meeting on March 23, 2023
- Completed Capital Projects spreadsheets on March 29, 2023
- Met with First Citizens Bank Reps, Stephen Parker and Sherwood Blackwood, on March 1, 2023 regarding alternative investments
- Attended local NCGFOA Spring Conference March 1-3, 2023

ASSISTANT FINANCE DIRECTOR

- Attended first NCGFOA Conference March 1-3
- Attended Empower Employer's Webinar on March 7th
- Attended Budget and Projections Webinar hosted by NCLM and NC Local Gvt Budget Assoc. on March 29
- Distributed released LGERS Employer Contribution Rates Effective July 1, 2023 on March 6th to Payroll Tech
- Worked with ORBIT representative to reconcile errors for J. Moore, R. Parker & N. Memmelaar
- Participated in Pre-Enrollment call for Open Enrollment benefits period.



Planning Department Development Report

Monday, April 24, 2023

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

Site Plan 2023-04	
Submittal Date:	4/19/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: Westerman Place Sub'd
 Request: variance to create a lot on a private easement
 Location 350 Westerman Place
 Tax ID#: 15I07040 PIN#: 167500-74-2102
 Project Status
 Notes: 10.110.1.4.4,10.110.1.4.4.1 and 10.110.1.4.4.2 to allow a 6.77-acre lot on an access easement

BOA 2023-05	
Submittal Date:	4/7/2023
Planning Board Review:	
Board of Adjustment Review:	4/27/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: Home2Suites
 Request: 98 Room Hotel
 Location Towne Center Place
 Tax ID#: 15L11001H PIN#: 260305-08-8796
 Project Status First Review Complete
 Notes: Staff review and approval

Site Plan 2023-03	
Submittal Date:	3/17/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: Airport Overlay District
 Request: Amends Section 10.95 Airport Height Hazard Overlay (AHH).
 Location
 Tax ID#: PIN#:
 Project Status
 Notes: PB reccomends approval

Text Amendment 2023-03	
Submittal Date:	3/3/2023
Planning Board Review:	4/6/2023
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2023
Approval Date:	

Project Name: **Landscape Maintenance**
 Request: Amends Section 10.11. Landscape Maintenance
 Location
 Tax ID#: PIN#:
 Project Status
 Notes: PB recommends approval

Text Amendment 2023-05	
Submittal Date:	3/3/2023
Planning Board Review:	4/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2023
Approval Date:	

Project Name: **Gov. offices in the IND Zoning Districts**
 Request: Amends Section 6.6, Table of Permitted Uses
 Location
 Tax ID#: PIN#:
 Project Status
 Notes: PB recommends approval

Text Amendment 2023-05	
Submittal Date:	3/3/2023
Planning Board Review:	4/6/2023
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2023
Approval Date:	

Project Name: **Ram Rent-All**
 Request: Free standing storage building
 Location 804 North Brightleaf Boulevard
 Tax ID#: 15006010 PIN#: 260413-02-1766
 Project Status First Review Complete
 Notes: 1,800 square foot metal building

Site Plan 2023-04	
Submittal Date:	2/10/2023
Planning Board Review:	
Board of Adjustment Review:	3/30/2023
Town Council Hearing Date:	
Approval Date:	4/13/2023

Project Name: **Smithfield Kia Dealership**
 Request: Modifications to previous Ford dealership site
 Location 1698 Booker Dairy Road
 Tax ID#: 14L10199H PIN#: 260414-34-2689
 Project Status Second Review Complete
 Notes: Staff review and approval

Site Plan 2022-13	
Submittal Date:	12/12/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **SSS Gym Exspansion**
 Request: Gym Expansion
 Location 700 M.D.S Parkway
 Tax ID#: 14075033 PIN#: 260405-08-9280
 Project Status **Second Review Complete**
 Notes: Staff review and approval

Site Plan 2022-14
Submittal Date: 12/12/2022 Planning Board Review: Board of Adjustment Review: Town Council Hearing Date: Approval Date:

Project Name: **OPW Containment Systems**
 Request: Expands parking into adjacent lot
 Location 132 Citation Lane
 Tax ID#: 15079005E PIN#: 168510-37-9463
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-12
Submittal Date: 11/21/2022 Planning Board Review: Board of Adjustment Review: Town Council Hearing Date: Approval Date:

Project Name: **Deacon Jones Chrysler Addition**
 Request: 6,800 sq ft addition
 Location 1109 North Brightleaf Boulevard
 Tax ID#: 15004022 PIN#: 260413-24-1290
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-07
Submittal Date: 8/24/2022 Planning Board Review: Board of Adjustment Review: Town Council Hearing Date: Approval Date:

Project Name: **Brightleaf Plaza / Enterprise**
 Request: 8,900 sq ft building on a 1.98 ac tract
 Location 819 North Brightleaf Boulevard
 Tax ID#: 15005041 PIN#: 260413-03-5247
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-09
Submittal Date: 8/18/2022 Planning Board Review: Board of Adjustment Review: Town Council Hearing Date: Approval Date:

Project Name: **Brogden Industrial**
 Request: 265,000 sq ft warehouse
 Location 934 Brogden Road
 Tax ID#: 15K11012C PIN#: 169310-35-5200
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-05	
Submittal Date:	5/18/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Whitley Townes**
 Request: 70 lot Townhouse Subdivision
 Location West Market Street
 Tax ID#: 15084001 PIN#: 169409-06-6525
 Project Status **Approved**
 Notes: Construction drawings approved

Subdivision 2022-03	
Submittal Date:	4/1/2022
Planning Board Review:	5/5/2022
Board of Adjustment Review:	
Town Council Hearing Date:	6/7/2022
Approval Date:	

Project Name: **Take 5 Oil Change**
 Request: Retail oil change service center
 Location 1307 North Brightleaf Boulevard
 Tax ID#: 14074019 PIN#: 260411-55-6272
 Project Status **Third Review Complete**
 Notes: Approval Eminent

Site Plan 2022-02	
Submittal Date:	3/11/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

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

Subdivision 2022-02	
Submittal Date:	3/4/2022
Planning Board Review:	4/7/2022
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2022
Approval Date:	

Project Name: **Franklin Towns**
 Request: Preliminary Sub'd for 134 townhouses on 15.9 acers
 Location Wilson's Mills Road
 Tax ID#: 15083049E PIN#: 169406-29-7604
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2022-01	
Submittal Date:	1/7/2022
Planning Board Review:	2/4/2022
Board of Adjustment Review:	
Town Council Hearing Date:	3/1/2022
Approval Date:	

Project Name: **JNX Corporate Hangers**
 Request: Parking and stormwater improvements
 Location 3146 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-17	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Britt Street Triplexes**
 Request: 6 lot division
 Location Britt Street
 Tax ID#: 15L11006 PIN#: 169409-06-1658
 Project Status **Approved**
 Notes: Under Construction

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 **Approved**
 Notes: Under Construction

Conditional Zoning 2021-05	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/9/2021
Approval Date:	

Project Name: **Marin Woods Subdivision**
 Request: 143 units on 31.56 Ac.
 Location NC210 Highway
 Tax ID#: 15077008 PIN#: 168400-74-4498
 Project Status **Second Review Complete**
 Notes: Under Construction

Subdivision 2021	
Submittal Date:	7/2/2021
Planning Board Review:	8/5/2021
Board of Adjustment Review:	
Town Council Hearing Date:	9/7/2021
Approval Date:	

Project Name: **Ample Storage Expansion**
 Request: 32K additional building area on 1.84 acres
 Location 787 West Market Street
 Tax ID#: 15078199K PIN#: 169413-04-3402
 Project Status **Approved**
 Notes: Under Construction

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

Project Name: **Johnston Health Services**
 Request: 5,370 Sq ft addition to Hospital Complex
 Location 512 North Brightleaf Boulevard
 Tax ID#: 15010058 PIN#: 169416-82-0969
 Project Status
 Notes: Under Construction

Site Plan 0202-09	
Submittal Date:	8/24/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/4/2020

Project Name: **Johnston County Detention Center**
 Request: Site Plan Approval
 Location 1071 Yelverton Grov Road
 Tax ID#: 15L11011 PIN#: 260300-67-6920
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-02	
Submittal Date:	2/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/14/2020

Project Name: **East River Phase 3-5**
Request: Residential Subdivision
Location Buffalo Road
Tax ID#: 14075013 PIN#: 169520-80-3415
Project Status **Approved**
Notes: Under Construction

Subdivision 2018-01	
Submittal Date:	1/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/20/2020

Project Name: **East River Phase 6-7**
Request: Townhouse Development
Location Buffalo Road
Tax ID#: 14075013 PIN#: 169520-80-3415
Project Status **Approved**
Notes: Under Construction

Subdivision 2018-01	
Submittal Date:	1/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/20/2020

Project Name: **Twin Creeks Phs 1**
Request: 28 Lot Subdivision
Location Gailee Road
Tax ID#: 15109011B PIN#: 167300-56-5565
Project Status
Notes: Under Construction

Subdivision 2019-01	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Kamdon Ranch**
Request: 110 Lot Division
Location Swift Creek Road
Tax ID#: 15108020 PIN#: 167400-55-9495
Project Status **Approved**
Notes: Under Construction

Subdivision 2019-02	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/27/2019



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

Permit Issued for March 2023

		Permit Fees	Permits Issued
Zoning	Land Use	\$1100.00	11
Subdivisions	Major Subdivision	\$250.00	1
Site Plan	Minor Site Plan	\$425.00	17
Zoning	Sign	\$350.00	7
Report Period Total:		\$2,125.00	36
Fiscal YTD Total:		\$19,040.00	325

Z23-000034	Zoning	Sign	Deacon Jones Chrysler	1109 N Brightleaf Blvd
Z23-000042	Zoning	Sign	Tropical Smoothies	511 Outlet Center Dr
SP23-000009	Site Plan	Minor Site Plan	Single Family Dwelling	350 Sturgeon St
SP23-000013	Site Plan	Minor Site Plan	Single Family Dwelling	377 Sturgeon St
Z23-000038	Zoning	Sign	BoxLunch	1025 Outlet Center Dr Suite 410
SP23-000063	Site Plan	Minor Site Plan	single Family Dwelling	383 Sturgeon St
Z23-000032	Zoning	Sign	Murphy Oil Sign Package	1234 N Brightleaf Blvd
Z23-000033	Zoning	Land Use	Burdg Dunham and Assoc	1025 Outlet Center Dr Ste 840
Z23-000035	Zoning	Land Use	We Are Down Home	810 East Market St Suite A
Z23-000036	Zoning	Land Use	Leistung Performance	711B East Rose St
Z23-000037	Zoning	Sign	Lee Jewelry	1025 Outlet Center Dr Ste F
Z23-000039	Zoning	Land Use	The Bar Association	447 Venture Dr Suite H
SP23-000079	Site Plan	Minor Site Plan	Single Family Dwelling	435 Sturgeon St
Z23-000040	Zoning	Land Use	Taco's Delicias Express	826 South Third St
Z23-000041	Zoning	Land Use	Tal Dreams Food Truck	447 Venture Dr Suite H
Z23-000043	Zoning	Land Use	Father and Son's	1270 N Brightleaf Blvd Ste A
Z23-000044	Zoning	Sign	Father and Sons Contracting	1270 N Brightleaf Blvd Ste A
SP23-000080	Site Plan	Minor Site Plan	Drway permit	232 East Dundee St
SP23-000081	Site Plan	Minor Site Plan	30' x 15' Accessory Building	200 Strickland Road
Z23-000045	Zoning	Land Use	Pathways to Life, Inc.	415 N Seventh St Suite C

Z23-000046	Zoning	Land Use	The Beach Cobbler Factory	1258 N Brightleaf Blvd
Z23-000047	Zoning	Sign	Solas Health	7 Berkshire Dr
SP23-000082	Site Plan	Minor Site Plan	Single Family Dwelling	386 Sturgeon St
SP23-000083	Site Plan	Minor Site Plan	Single Family Dwelling	410 Sturgeon St
SP23-000084	Site Plan	Minor Site Plan	Single Family Dwelling	416 Sturgeon St
Z23-000048	Zoning	Land Use	Tacos Mama Food Truck	136 N Front St
SP23-000085	Site Plan	Minor Site Plan	Single Family Dwelling	426 Sturgeon St
Z23-000049	Zoning	Land Use	New Generation Stylez	1237 N Brightleaf Blvd
SP23-000086	Site Plan	Minor Site Plan	Single Family Dwelling	425 Sturgeon St
SP23-000087	Site Plan	Minor Site Plan	Single Family Dwelling	417 Sturgeon St
SP23-000088	Site Plan	Minor Site Plan	Single Family Dwelling	411 Sturgeon St
SP23-000089	Site Plan	Minor Site Plan	Single Family Dwelling	403 Sturgeon St
SP23-000090	Site Plan	Minor Site Plan	Single Family Dwelling	397 Sturgeon St
SP23-000091	Site Plan	Minor Site Plan	Single Family Dwelling	391 Sturgeon St
SP23-000092	Site Plan	Minor Site Plan	12' x 12' attached deck	319 Old english Court



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING March 31, 2023**

I. STATISTICAL SECTION

Month Ending February 28, 2023	March 2023	March 2022	Total 2023	Total 2022	YTD Difference
Calls for Service	1614	2130	4694	6115	-516
Incident Reports Completed	112	155	335	399	-43
Cases Closed	75	124	190	299	-49
Accident Reports	75	74	197	144	+1
Arrest Reports	80	112	182	279	-32
Burglaries Reported	7	5	18	13	+2
Drug Charges	12	37	39	78	-25
DWI Charges	0	9	14	21	-9
Citations Issued	122	300	333	885	-178
Speeding	37	115	92	357	-78
No Operator License	33	76	107	196	-43
Registration Violations	13	33	31	109	-20

II. PERSONNEL UPDATE

The police department currently has 8 vacant officer positions. One new hire is currently in BLET Training at JCC. Two officers are out on light duty, and one is out on sick leave. One background is currently under way on prospective new hire. The department hired one new officer.

III. MISCELLANEOUS

The department continues its recruitment effort in order to fill vacant positions. We addressed speeding and code violation concerns brought to our attention by citizens. We continue to address these issues and provide feedback to the public. The department continues to prepare for upcoming community events and activities. The community policing program was involved in the Smithfield middle school Family Night. They assisted with an accident reconstruction safety class for Neuse Charter School. Participated in the Pill Drop Box.

REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2023

PART I CRIMES	March	March	+/-	Percent	Year-To-Date		+/-	Percent
	2022	2023		Changed	2022	2023		Changed
MURDER	0	0	0	N.C.	0	1	1	N.C.
RAPE	1	0	-1	-100%	2	0	-2	-100%
ROBBERY	0	1	1	N.C.	0	1	1	N.C.
Commercial	0	1	1	N.C.	0	1	1	N.C.
Individual	0	0	0	N.C.	0	0	0	N.C.
ASSAULT	3	7	4	133%	19	16	-3	-16%
* VIOLENT *	4	8	4	100%	21	18	-3	-14%
BURGLARY	5	7	2	40%	12	16	4	33%
Residential	3	5	2	67%	8	9	1	13%
Non-Resident.	2	2	0	0%	4	7	3	75%
LARCENY	29	26	-3	-10%	100	78	-22	-22%
AUTO THEFT	0	2	2	N.C.	7	5	-2	-29%
ARSON	0	0	0	N.C.	1	1	0	0%
* PROPERTY *	34	35	1	3%	120	100	-20	-17%
PART I TOTAL:	38	43	5	13%	141	118	-23	-16%
PART II CRIMES								
Drug	36	19	-17	-47%	84	44	-40	-48%
Assault Simple	6	7	1	17%	23	30	7	30%
Forgery/Counterfeit	0	1	1	N.C.	3	4	1	33%
Fraud	11	10	-1	-9%	29	30	1	3%
Embezzlement	1	1	0	0%	1	1	0	0%
Stolen Property	2	0	-2	-100%	3	1	-2	-67%
Vandalism	6	1	-5	-83%	19	8	-11	-58%
Weapons	1	0	-1	-100%	2	1	-1	-50%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	1	1	0	0%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	9	0	-9	-100%	19	8	-11	-58%
Liquor Law Violation	9	1	-8	-89%	9	1	-8	-89%
Disorderly Conduct	1	2	1	100%	4	3	-1	-25%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	1	1	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	24	27	3	13%	57	83	26	46%
PART II TOTAL:	106	69	-37	-35%	254	216	-38	-15%
GRAND TOTAL:	144	112	-32	-22%	395	334	-61	-15%

N.C. = Not Calculable



I. Statistical Section

	Feb
Confirmed Structure Fires	3
EMS Responses	136
Misc./Other Calls	29
Mutual Aid Calls	9
TOTAL EMERGENCY RESPONSES	177

	Feb	YTD
Fire Inspections	92	218
Public Fire Education Programs	2	2
# Of Children Educated	0	0
# Of Adults Educated	65	65
Plans Review Construction/Renovation Projects	29	74
Fire Department Permits reviewed / Issued	33	100
Business Preplans	0	1
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	Feb	YTD
Inspections	\$900.00	\$2000.00
Fire Recovery USA	\$1779.22	\$3984.02

III. Personnel Update:

Bentley Powell is retiring, last day will be April 27th at Station 1 (12:00 – 3:00)

IV. Narrative of monthly departmental activities:

- Squad was in-service 8 of 23 days
- NC Fallen Firefighters meeting at station 1 on 3/11
- Communications Training 3/14
- New Business Worksheet Follow-up with Utility revision
- Public Ed-Fire Drills at the Outlet Center / Fire Drill 3/28
- Mock Extrication /Prom Night, SSS High School 3/29
- Mock Extrication / Prom Night, Neuse Charter 3/30
- Assist NC OSFM and JCC with Live Burns 3/31
- Public Ed program at the JoCo Library

V. Upcoming Plans

- Continue with JCC compliance Consolation with County planning and State.
- Plans and Document Scanning (PDF) on going
- Smoke alarm Canvas on May 13th.
- Johnston Community College Re-Inspections
- Manufacturing Facility Re-Inspections
- Website Update
- District/Inspection Zones Development
- High Hazard inspection preparedness/assessments
- Town Specification Review with Steve Wensman

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
March 31, 2023



I. Statistical Section

- 5 Burials
- 3 Works Orders – Buildings & Facilities Division
- 40 Work Orders – Grounds Division
- 3 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 3,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$ 3,625.00
Total Revenue:	\$ 6,625.25

III. Major Expenses for the Month:

None

IV. Personnel Update:

None for the month
Anthony Parrish moved to the Fire Department.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities.

**Town of Smithfield
Public Works Department
March 31, 2023**



172 Total Work Orders completed by the Public Works Department

5 Burials, at \$725.00 each = \$6,250.0

0 Cremation Burial, \$425.00 each = \$0

\$3,000 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

442.10 tons of household waste collected

144.00 tons of yard waste collected

3.05 tons of recycling collected

0 gallons of used motor oil were recycled

0 scrap tires were recycled

Appearance Commission March 2021 Monthly Report:

RFQ for landscaping Revisted.

Discussion on how to spend additional funds for the year.

Discussion about the pond and splash pad about planting landscape.

Next Appearance Commission meeting will be on April, 17, 2023 at 5:00 pm in Town Hall.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
March 31, 2023**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 3 Work Orders - 39 Linear Feet of ditches were cleaned
- e. 14 Work Orders – 1030 lbs. of Cold Patch was used for 14 Potholes.

II. Major Revenues

None

III. Major Expenses for the Month:

None

IV. Personnel Update:

No new hires for the month of April.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was for "Back lifting Safety." led by Jamie Pearce.



Work Orders List for 03/01/2023 - 03/31/2023

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#674 Pot hole High Streets Division	Drainage Division Drainage Division	02/28/2023 ✓ Done Completed by Ethan Bryant on 03/02/2023		Square Feet of repair : 2x2 Bags of Perma Patch used.: 1 bag Material used : 1 bag Truck(s) #: 412 Names of worker(s): Ethan jb
Ethan Bryant				
#690 Potholes, 7 B Sussex Drive Streets Division	Drainage Division	03/03/2023 ✓ Done Completed by Ethan Bryant on 03/07/2023	Total Time Costs Total Time 17m 22s Total Costs \$5.98	Square Feet of repair : 8 Bags of Perma Patch used.: 3 Material used : 3 bags 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
Ethan Bryant				
#692 Pothole corner of S. 1st St. and East Parker Streets Division	Drainage Division Drainage Division	03/03/2023 ✓ Done Completed by Ethan Bryant on 03/07/2023	Total Time Costs Total Time 2m 48s Total Costs \$0.96	Square Feet of repair : 1x1 Bags of Perma Patch used.: 1.5 Material used : 1.5 bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
Ethan Bryant				

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#691
Pot hole in front of old police dept
High
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

03/03/2023
✓ Done
 Completed by Ethan Bryant on 03/07/2023

Total Time Costs \$2.45
 Total Time 7m 7s
Total Costs \$2.45

Square Feet of repair : 1x3
 Bags of Perma Patch used.: 1.5
 Material used : 1.5 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

#689
Potholes add to Bridge Apartments
High
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

03/03/2023
✓ Done
 Completed by Ethan Bryant on 03/07/2023

Total Time Costs \$7.19
 Total Time 20m 53s
Total Costs \$7.19

#698
Drain pipe sinking in
Streets Division
 Ethan Bryant

Streets Division

03/09/2023
✓ Done
 Completed by Ethan Bryant on 03/09/2023

Total Time Costs \$5.56
 Total Time 16m 8s
Total Costs \$5.56

#171
Drain stopped up
Streets Division
 Ethan Bryant

Streets Division

03/09/2023
✓ Done
 Completed by Ethan Bryant on 03/09/2023

Total Time Costs \$4.02
 Total Time 11m 40s
Total Costs \$4.02

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#640		✓ Done Completed by Ethan Bryant on 03/09/2023	Total Time Costs Total Time	Linear feet: 50ft
Stopped up ditch			\$41.32	Equipment used : 411 & 408
Medium			2h 0m 0s	Name of workers : Ethan&Jb
Streets Division			\$41.32	Truck(s): 408
Ethan Bryant				
#666		✓ Done Completed by Ethan Bryant on 03/09/2023	Total Time Costs Total Time	
potholes			\$4.11	
Streets Division			11m 56s	
Ethan Bryant			\$4.11	
#723		✓ Done Completed by Ethan Bryant on 03/13/2023	Total Time Costs Total Time	
Pipe repair			\$41.33	
High			2h 0m 2s	
Damage			\$41.33	
Ethan Bryant				
#735		✓ Done Completed by Ethan Bryant on 03/15/2023	Total Time Costs Total Time	
Fix sidewalk			\$15.50	
High			45m 0s	
Damage			\$15.50	
Ethan Bryant				
#741		✓ Done Completed by Ethan Bryant on 03/16/2023	Total Time Costs Total Time	
Fix sidewalk lips			\$30.99	
High			1h 30m 0s	
Streets Division			\$30.99	
Ethan Bryant				

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#758 North street Streets Division	Drainage Division	03/20/2023 ✓ Done Completed by Ethan Bryant on 03/22/2023	Total Time Costs \$3.44 Total Time 10m 0s Total Costs \$3.44	
Ethan Bryant				
#759 Pot holes Streets Division	Drainage Division	03/20/2023 ✓ Done Completed by Ethan Bryant on 03/22/2023	Total Time Costs \$1.72 Total Time 5m 0s Total Costs \$1.72	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 Material used : 1/2 bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
Ethan Bryant				
#693 Potholes need to be filled in Chestnut Bingham intersection High Streets Division	Drainage Division	03/03/2023 ✓ Done Completed by Ethan Bryant on 03/22/2023	Total Time Costs \$3.44 Total Time 10m 0s Total Costs \$3.44	Square Feet of repair : 2- 2x2 Bags of Perma Patch used.: 1-5 Material used : 1.5 bag 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
Ethan Bryant				
#605 Check drainage Streets Division		✓ Done Completed by Ethan Bryant on 03/22/2023	Total Time Costs \$20.66 Total Time 1h 0m 0s Total Costs \$20.66	
Ethan Bryant				
#760 Cut back trees Streets Division	Drainage Division	03/20/2023 ✓ Done Completed by Ethan Bryant on 03/23/2023	Total Time Costs \$30.99 Total Time 1h 30m 0s Total Costs \$30.99	
Ethan Bryant				

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#742 S. First 400 and W. Riverside Streets Division Ethan Bryant	Drainage Division Drainage Division	03/16/2023 ✓ Done Completed by Ethan Bryant on 03/23/2023	Total Time Costs \$3.44 Total Time 10m 0s Total Costs \$3.44	
#299 Pothole need to be filled Medium Damage Tony Burnette Ethan Bryant		✓ Done Completed by Ethan Bryant on 03/27/2023		
#613 drain blocked Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 03/27/2023		
#795 Pick up trash cans Medium Streets Division Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 03/27/2023	Total Time Costs \$20.66 Total Time 1h 0m 0s Total Costs \$20.66	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#796
Picked up packages
Low
Streets Division
 Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/27/2023

Total Time Costs \$5.17
 Total Time 15m 0s
Total Costs \$5.17

#801
Fill in washout
High
Drainage
 Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/28/2023

Total Time Costs \$10.33
 Total Time 30m 0s
Total Costs \$10.33

#805
Repair sidewalk
High
Streets Division
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/28/2023

Total Time Costs \$6.89
 Total Time 20m 0s
Total Costs \$6.89

#806
Pothole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/28/2023

Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1
 Material used : 1 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS	
#809 Street sign down Streets Division		✓ Done Completed by Ethan Bryant on 03/29/2023	Total Time Costs Total Time Total Costs	\$41.32 2h 0m 0s \$41.32	
Ethan Bryant					
#808 Check alleyway for potholes Streets Division		✓ Done Completed by Ethan Bryant on 03/30/2023	Total Time Costs Total Time Total Costs	\$41.32 2h 0m 0s \$41.32	
Ethan Bryant					
#833 Banner Signage	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 03/30/2023	Total Time Costs Total Time Total Costs	\$1.72 5m 0s \$1.72	
Ethan Bryant					
#823 Is shady lane Sign Low Signage PUBLIC REQUEST	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 03/30/2023	Total Time Costs Total Time Total Costs	\$3.44 10m 0s \$3.44	
Lawrence Davis Ethan Bryant					

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#832
Potholes needs feeling
 Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/30/2023

Square Feet of repair : 10(2*2)
 Bags of Perma Patch used.: 5 bags
 Material used : 5 bags 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&Jb joey

Medium

Drainage

Streets Division

Ethan Bryant

#837

Fill pothole

Streets Division

Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/31/2023

Total Time Costs \$1.72
 Total Time 5m 0s
Total Costs \$1.72

#838

Fill pothole

Drainage

Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/31/2023

Total Time Costs \$1.72
 Total Time 5m 0s
Total Costs \$1.72

#842

Streetblades missing

Signage

Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 03/31/2023

Total Time Costs \$20.66
 Total Time 1h 0m 0s
Total Costs \$20.66

#841

Streetblades missing

Signage

Ethan Bryant

Drainage Division
 Truck #412
 Parent: Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 04/03/2023

Total Time Costs \$20.66
 Total Time 1h 0m 0s
Total Costs \$20.66

Type of sign: **Streetblades**
 Materials / Hardware: **2-24x8 streetblades 1-post bracket,1-t bracket**
 Truck #: **412**
 Name of workers: **Jb**

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#807

Possible drainage pipe damaged

Medium

Drainage

Ethan Bryant

On Hold

Total Time Costs

Total Time

\$33.99

1h 38m 43s

Total Costs

\$33.99



Signed off by

4/28

Date

Lawrence Davis

From: Tammy McLamb
Sent: Tuesday, April 25, 2023 8:54 AM
To: Lawrence Davis
Subject: Utility Cuts

Hi Lawrence, utility cuts which were patched in March are below.....

Please let me know if you need additional information.

Date:	Address:	Size:	Emailed to PW on:	Date of Repair
01/25/23	200 Cloverdale Dr.	6x7	02/28/23	03/07/23
02/06/23	Near 6 Meadow Ct.	20x5	02/28/23	03/07/23
02/15/23	414 Oak St.	11x8	02/28/23	03/07/23
02/16/23	31 Finney Dr.	21x6	02/28/23	03/07/23
02/23/23	Old Goldsboro Rd./between Malta & Ash	9x7	02/28/23	03/07/23
02/27/23	1004 Massey St.	6x13	02/28/23	03/07/23

Have a blessed day!

Tammy McLamb
Administrative Support Specialist
Town of Smithfield Public Utilities
P.O. Box 761
230 Hospital Rd.
Smithfield, NC 27577

919-934-2798 (phone)
919-934-1688 (fax)

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
March 31, 2023**



I. Statistical Section

- 2 Preventive Maintenances
- 0 North Carolina Inspections
- 24 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid Griffins Garage Doors \$10,324.59 for center doors at the fleet shop.

IV. Personnel Update:

Andrew Strickland was hired as a full-time Mechanic.

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenance on all Town owned generators. The Public Works Department safety meeting was for "Back lifting Safety" with Jamie Pearce

Town of Smithfield
Public Works Sanitation Division
Monthly Report
March , 2023



I. Statistical Section

The Division collected from approximately 4110 homes, 4 times during the month

- a. Sanitation forces completed 66 work orders
- b. Sanitation forces collected tons 442.10 of household waste
- c. Sanitation forces disposed of loads 72 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 6.78 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.05 tons of recyclable plastic
- h. Recycled 780 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 2280 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 2720 lbs. of shredder steel for \$278.80 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$ 2,592 for disposal of yard waste and debris. Sampson Bladen Oil Company Inc, was paid \$3,417.07 Inv #079954. Sampson Bladen Oil Company Inc, was paid \$996.45 Inv #080880. T & W Welding Co, was paid \$649.87 to reseal cylinder on KB TK #304. Velocity Truck Centers of Raleigh was paid \$2,82.49 for filler kit for HHW TK 310.

IV. Personnel Update:

The Department continues to work with Mitchells Temporary to fill in the vacant spot in the sanitation department.

V. Narrative of monthly departmental activities:

Public works Delivered and picked up Trashcans for the Joco Air Show.
Public Works Safety Training was on "Back Lifting Safety" With Jamie Pearce.

Community Service Workers worked 72 Hrs.

**Town of Smithfield
Public Works Storm Water Division
Monthly Report
March 31, 2023**



I. Statistical Section

II. Major Revenues
None

III. Major Expenses for the Month:
Paid Southern vac \$8,977.91 for service and repairs to the Street Sweeper

IV. Personnel Update:
None

VI. Narrative of monthly departmental activities:

The Public Works Department safety meeting was for "Back lifting Safety." led by Jamie Pearce.



MONTHLY REPORT FOR MARCH, 2023

PROGRAMS STATISTICS	MARCH, 2023		MARCH, 2022	
NUMBER OF PROGRAMS	11		19	
TOTAL ATHLETICS PARTICIPANTS	559		593	
TOTAL NON/ATHLETIC PARTICIPANTS	52		52	
SARAH YARD CENTER	112		123	
NUMBER OF GAMES PLAYED	47		56	
TOTAL NUMBER OF PLAYERS (GAMES)	1,130		1,252	
NUMBER OF PRACTICES	126		95	
TOTAL NUMBER OF PLAYER(S) PRACTICES	1,638		1,184	
	MARCH, 2023	22/23 FY YTD	MARCH, 2022	21/22 FY YTD
PARKS RENTALS	130	550	123	418
USERS (PARKS RENTALS)	4,431	15,631	3,651	12,295
TOTAL UNIQUE CONTACTS	7,810		6,732	
	MARCH, 2023	22/23 FY YTD	MARCH, 2022	21/22 FY YTD
PARKS AND RECREATION REVENUES	\$ 5,041.00	\$ 81,297.00	\$ 9,548.00	\$ 45,980.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 86,760.00	\$ 611,588.00	\$ 81,662.00	\$ 561,103.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ 101,617.00	\$ 192,632.00	\$ 9,132.00	\$ 84,098.00
SARAH YARD CENTER EXPENSES (OPERATIONS)	\$ 2,592.00	\$ 24,610.00	\$ 3,482.00	\$ 29,965.00
SARAH YARD CENTER EXPENSES (CAPITAL OUTLAY EQUIP)	\$ -	\$ 21,500.00	\$ -	\$ 8,500.00

HIGHLIGHTS

**Adult Basketball, Youth Baseball/Softball/T-Ball, Adult Softball
Construction of Amphitheater and Smith-Collins/Eva Ennis Trail**



MONTHLY REPORT FOR MARCH, 2023

PROGRAMS SATISTICS	MARCH, 2023		MARCH, 2022	
NUMBER OF PROGRAMS	21		20	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3,147		4,427	
	MARCH, 2023	22/23 FY YTD	MARCH, 2022	21/22 FY YTD
SRAC MEMBER VISITS	4,034	30,481	3,357	26,328
DAY PASSES	977	11,318	883	8,280
RENTALS (SRAC)	37	172	51	356
USERS (SRAC RENTALS)	2,652	23,628	1,272	17,505
TOTAL UNIQUE CONTACTS	10,810		9,939	
FINANCIAL STATISTICS	MARCH, 2023		MARCH, 2022	
	MARCH, 2023	22/23 FY YTD	MARCH, 2022	21/22 FY YTD
SRAC REVENUES	\$ 63,407	\$ 537,034	\$ 64,399	\$ 431,623
SRAC EXPENDITURES	\$ 97,451	\$ 759,778	\$ 99,042	\$ 701,049
CAPITAL OUTLAY EXPENDITURES	\$ -	\$ 12,013	\$ 3,383	\$ 8,014
SRAC MEMBERSHIPS	3,264		2,460	

**3100+ Swim Lessons (Alligator Steps)
Spring Sharks Swim Program**



- **Statistical Section**

- Electric CP Demand 19,708 Kw relative to February's demand of 19,630 Kw.
- Electric System Reliability was 99.9926%, with two (2) recorded main line outages; relative to February's 99.9970%.
- Raw water treated on a daily average was 4.618 MG relative to 4.410 MG for February; with maximum demand of 5.961 MG relative to February's 5.526 MG.
- Total finished water to the system was 127.063 MG relative to February's 112.197 MG. Average daily for the month was 4.099 MG relative to February's 4.007 MG. Daily maximum was 5.073 MG (March 7th) relative to February's 4.805 MG. Daily minimum was 1.067 MG (March 28th), relative to February's 1.751 MG.

- **Miscellaneous Revenues**

- Water sales were \$217,320 relative to February's \$211,896
- Sewer sales were \$389,635 relative to February's \$373,450
- Electrical sales were \$1,095,622 relative to February's sales of \$1,256,624
- Johnston County Water purchases were \$208,987 for 85.301 MG relative to February's \$162,366 for 66.272 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$868,297 relative to February's \$856,340.
- Johnston County sewer charge was \$170,922 for 43.361 MG relative to February's \$219,288 for 55.106 MG.

- **Personnel Changes**

- Hector Avila began work as Electric Line Technician on March 20.
- Robert McKeel began work as a Water Plant Operator Trainee on March 6.
- Larry Parker Jr. began work as a Water Plant Operator Trainee on March 6.



**Town of Smithfield
Electric Department
Monthly Report
March, 2023**

I. Statistical Section

- Street Lights repaired –12
- Area Lights repaired 9
- Service calls – 31
- Underground Electric Locates -376
- Poles changed out/removed or installed -6
- Underground Services Installed -22

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Meeting on Hazardous Communication & Stroke Awareness.
- The Electrical Dept. is short of workforce by 1 mid-grade lineman.

V. Miscellaneous Activities:

- The Electrical Dept. has only house services & street lights to install at East River Phases 3,4,5,6 & 7 as houses are completed.
- The Electrical Dept installed house services on Front St. & Bridge St. and are energizing them as needed.
- The Electrical Dept. install conduit at the Stage on Front St. for 2 new lights at the steps & handicap ramp after construction is complete.



WATER & SEWER

March 2023 Monthly Report

● DISCONNECT WATER	3
● RECONNECT WATER	1
● TEST METER	2
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	3
● LOW PRESSURE CALLS	3
● NEW/RENEW SERVICE INSTALLS	2
● LEAK DETECTION	9
● METER CHECKS	22
● METER REPAIRS	8
● WATER MAIN/SERVICE REPAIRS	0
● STREET CUTS	3
● REPLACE EXISTING METERS	13
● INSTALL NEW METERS	0
● FIRE HYDRANTS REPAIRED	2
● FIRE HYDRANTS REPLACED	5
● SEWER REPAIRS	10
● CLEANOUTS INSTALLED	6
● INSPECTIONS	15
● CAMERA SEWER	6
● SEWER MAIN CLEANED	25124 LF

- SERVICE LATERALS CLEANED 1030 LF
- SERVICE CALLS 68
- LOCATES 301

- SERVICED AND MAINTAINED ALL 21 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPED PUBLIC WORKS CLEAN STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

Major Expenses for the month of March.

1. Vac truck having major work done.

Personnel Updates

Upcoming projects for the month of April

Contractor working on Town homes on Wilson's Mill's Rd.

Donald still installing and repairing fire hydrants.

Starting the sewer replacement on Underwood Ave.

Contractor's working on 210 project installing sewer.



MONTHLY WATER LOSS REPORT

March 2023

(5) - Meters with slow washer leaks

(1) – Fire hydrant with slow leak

Smithfield Water Plant

Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	03/14/23	0.8	15	7965	10	North Street	03/15/23	1.5	15	17820	40
Computer Drive	03/14/23	1	15	31860	10	West Street	03/15/23	1.7	15	78030	50
Castle Drive	03/14/23	1.5	15	7965	10	Regency Drive	03/15/23	1.5	15	63720	60
Parkway Drive	03/14/23	1	15	63720	40	Randers Court	03/15/23	1.2	15	15930	40
Garner Drive	03/14/23	0.6	15	63723	40	Noble Street	03/15/23	1.8	15	15930	40
Hwy 210 LIFT ST.	03/14/23	0.4	15	15930	40	Fieldale Dr#1(L)	03/15/23	1.5	15	63720	40
Skyland Drive	03/14/23	1.2	15	7965	10	Fieldale Dr#2(R)	03/15/23	1	15	63720	40
Bradford Street	03/14/23	0.6	15	15930	10	Heather Court	03/15/23	1.5	15	15930	40
Kellie Drive	03/14/23	1	15	7965	10	Reeding Place	03/15/23	1	15	15930	40
Edgewater	03/16/23	0.5	15	7965	10	East Street	03/15/23	1.9	15	63720	40
Edgecombe	03/16/23	0.5	15	15930	40	Smith Street	03/15/23	1.6	15	63720	40
Valley Wood	03/16/23	0.5	15	63720	40	Wellons Street	03/15/23	2	15	63720	40
Creek Wood	03/16/23	1	15	63720	40	Kay Drive	03/14/23	1	15	38985	15
White Oak Drive	03/16/23	1	15	7965	10	Huntington Place	03/14/23	1	15	38985	15
Brookwood Drive	03/16/23	1	15	22515	5	N. Lakeside Drive	03/14/23	1.5	15	9750	15
Runnymede Place	03/16/23	1	15	31860	10	Cypress Point	03/14/23	2	15	34890	12
Nottingham Place	03/16/23	1	15	38985	10	Quail Run	03/14/23	1.3	15	8715	12
Heritage Drive	03/16/23	1.5	15	38985	10	British Court	03/14/23	1	15	8715	12
Noble Plaza #1	03/17/23	1	15	9750	10	Tyler Street	03/14/23	1.7	15	78030	60
Noble Plaza #2	03/17/23	0.6	15	9750	10	Yelverton Road	03/14/23	1.5	15	63720	40
Pinecrest Street	03/17/23	1	15	19500	10	Ava Gardner	03/14/23	2	15	63720	40
S. Sussex Drive	03/17/23	1.2	15	31860	10	Waddell Drive	03/14/23	2	15	7965	10
Elm Drive	03/17/23	0.6	15	9750	10	Henly Place	03/14/23	2.1	15	8715	12
						Birch Street	03/14/23	1	15	34890	12
						Pine Street	03/14/23	2	15	38985	15
Coor Farm Supply	03/17/23	0.4	15	7965	10	Oak Drive	03/14/23	1.5	15	37695	14
Old Goldsboro Rd.	03/17/23	1.5	15	7965	10	Cedar Drive	03/14/23	1.3	15	31860	10
Hillcrest Drive	03/15/23	2	15	31860	10	Aspen Drive	03/14/23	1.8	15	34890	12
Eason Street	03/15/23	2	15	38985	40	Furlonge Street	03/14/23	1	15	34890	12
Magnolia circle	03/15/23	1.3	15	78030	40	Golden Corral	03/14/23	1	15	40290	16
Rainbow Drive	03/15/23	1.5	15	19500	60	Holland Drive	03/14/23	1.2	15	9750	15
Rainbow Circle	03/15/23	2	15	19500	60	Davis Street	03/14/23	1.9	15	34890	12
Moonbeam Circle	03/15/23	1.6	15	19500	60	Caroline Ave.	03/14/23	1.8	15	31860	10
Ray Drive	03/15/23	1.8	15	15930	60	Johnston Street	03/14/23	1.5	15	38985	15
Will Drive	03/15/23	1.8	15	63720	40	Ryans	03/14/23	1.2	90	9750	15
Michael Lane	03/15/23	1.8	15	63721	40						
Ward Street	03/15/23	2	15	15930	40						

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