



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Andrew Harris

Town Clerk

Shannan Parrish

## Town Council

## Agenda

## Packet

Meeting Date: Tuesday, August 13, 2024

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 AUGUST 13, 2024  
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

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Presentations:

1. Administering Oath of Office to newly promoted Police Lieutenant Chris Blinson  
(Mayor – M. Andy Moore) See attached information.....1
2. Administering Oath of Officer to newly promoted Police Lieutenant David Tyndall  
(Mayor – M. Andy Moore) See attached information.....3
3. Johnston County Water Sewer Authority Update  
(Lee Worsley – Central Pines Regional COG) See attached information.....5

Public Hearing:

1. Unified Development Ordinance Amendment – Multifamily in the B-3 Amendment (ZA-24-02): Planning Staff are requesting an amendment to the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to remove the multi-family land use from the B-3 Zoning District entirely.  
(Planning Director – Stephen Wensman) See attached information.....19

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1. Minutes	
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2. Special Event: Special Event: Bulldog Backyard Kickback – Bulldog Harley-Davidson is requesting to hold an event at 1043 Outlet Center Drive on August 24, 2024 from 11:00 am until 3:00 pm. This request includes amplified sound, a food truck, merchandise for sale and free beer. (Planning Director – Stephen Wensman) <u>See</u> attached information.....	41
3. Consideration and request for approval of a Grant Project Ordinance (Finance Director – Andrew Harris) <u>See</u> attached information.....	51
4. Consideration and request for approval to close out a Grant Ordinance and a Capital Project Ordinance (Finance Director – Andrew Harris) <u>See</u> attached information.....	57
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7. Consideration and request for approval of an agreement in the amount of \$262,500 with WhithersRavenel for the Spring Branch Drainage Repairs Project (Town Engineer – William Dreitzler) <u>See</u> attached information.....	93
8. Bid Award to Daniels Inc. of Garner in the amount of \$246,305.15 for the FY 2024-2025 Street Resurfacing Project (Public Works Director – Lawrence Davis) <u>See</u> attached information.....	165
9. Bid Award to Starling & Hines Heating and Air in the amount of \$65,430.00 for the replacement of six HVAC units (Public Works Director – Lawrence Davis) <u>See</u> attached information.....	191
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Business Items:

1. Rezoning Request- 400 Brightleaf (RZ-24-06) : David Dupree of Market Street Investments is requesting the rezoning of 3 parcels: a .89-acre parcel (Johnston County Tax ID 15015033) in the O/I-Office Institutional Zoning District, a .15-acre (Johnston County Tax ID 15016033) and .14-acre parcel (Johnston County Tax ID 15016032) in the R-6-High Density Single, Two and Multi-family Zoning District to the B-3-Highway Entranceway Business Zoning District.  
(Planning Director – Stephen Wensman) See attached information.....199
2. Consideration and request for approval to adopt Ordinance No.521-2024 amending **the Town Code Section 5, Division 3 Commercial "Vacant"** Building Maintenance and Appearance Regulations to reestablish the vacant property registry  
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3. Consideration and request for approval to adopt Resolution No. 752 (13-2024) accepting a funding package from NCDEQ for the establishment of **a lead service line replacement program for the Town's water** distribution system  
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5. Consideration and request for approval to approve a Maintenance and Operations Plan for the Social District  
(Town Manager – Michael Scott) See attached information.....263

**Councilmember's Comments**

**Town Manager's Report**

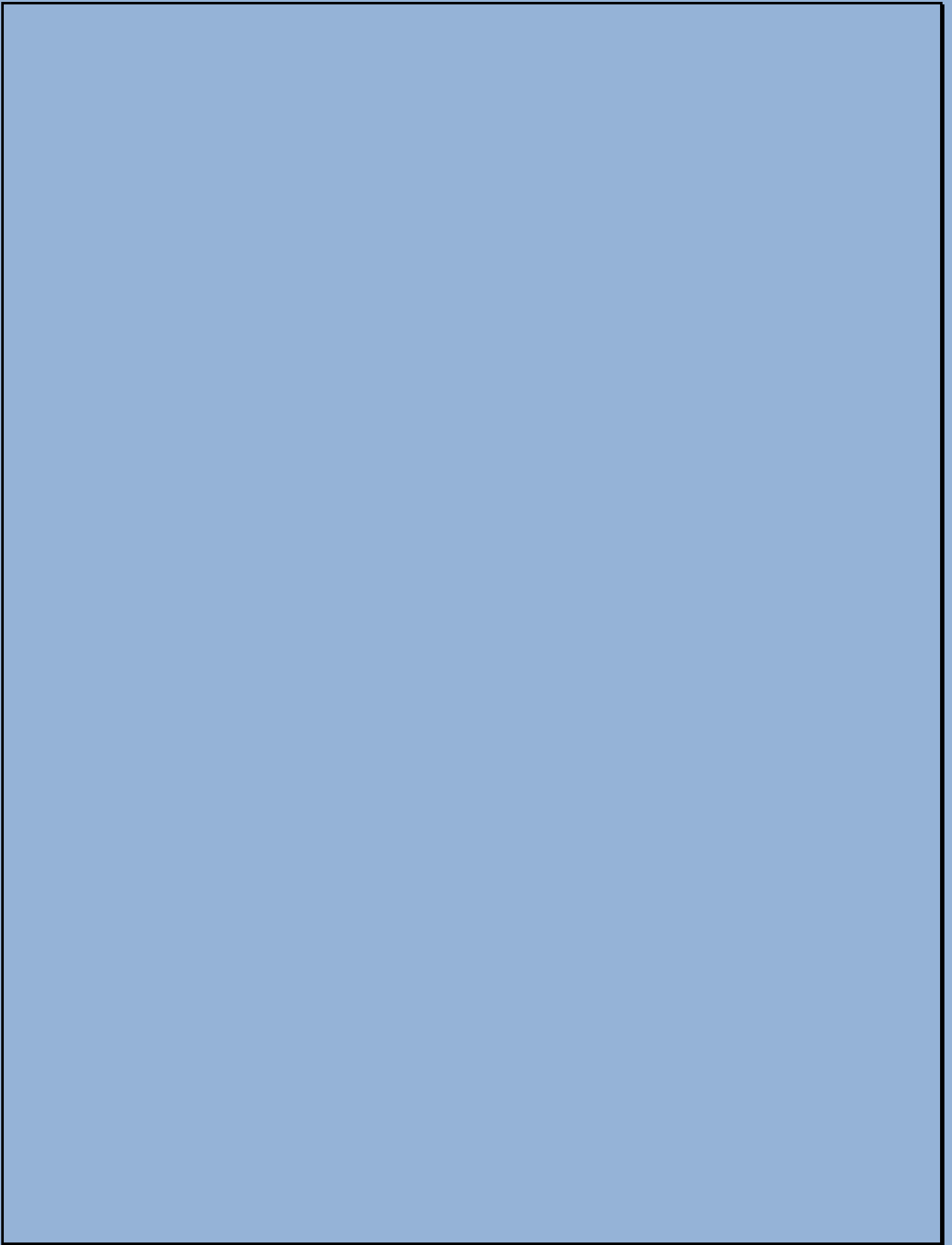
- Financial Report (See attached information).....271
- Department Reports (See attached information).....275
- **Manager's Report** (Will be provided at the Meeting)

Closed Session: Pursuant to NCGS 143-318.11 (a) (5)

Adjourn



# Presentations





# Request for Town Council Action

Presentation: Police  
Promotion  
Oath of  
Office  
Date: 08/13/2024

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Subject: Promotion  
Department: Police Department  
Presented by: Chief of Police – Pete Hedrick  
Presentation: Presentations

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## Issue Statement

The Police Department has recently promoted Police Sergeant Christopher Blinson to the rank of Police Lieutenant

## Financial Impact

Lieutenant Blinson's promotion and increase in salary was approved by Council at the July 9, 2024 Town Council meeting.

## Action Needed

Administer the Oath of Office to Lieutenant Blinson

## Recommendation

Administer the Oath of Office to Lieutenant Blinson

Approved:  Town Manager  Town Attorney

## Attachments:

1. Oath of Office



# Staff Report

Police  
Promotion  
Presentation: Oath of  
Office

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## OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

I, Christopher Blinson , 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 Police Lieutenant according to the best of my skill, abilities and judgment, so help me God.

Administered this the 13<sup>th</sup> day of August, 2024



# Request for Town Council Action

Presentation: Police  
Promotion  
Oath of  
Office  
Date: 08/13/2024

---

Subject: Promotion  
Department: Police Department  
Presented by: Chief of Police – Pete Hedrick  
Presentation: Presentations

---

## Issue Statement

The Police Department has recently promoted Police Sergeant David Tyndall to the rank of Police Lieutenant

## Financial Impact

Lieutenant Tyndall's promotion and increase in salary was approved by Council at the July 9, 2024 Town Council meeting.

## Action Needed

Administer the Oath of Office to Lieutenant Tyndall

## Recommendation

Administer the Oath of Office to Lieutenant Tyndall

Approved:  Town Manager  Town Attorney

## Attachments:

1. Oath of Office



# Staff Report

Police  
Promotion  
Presentation: Oath of  
Office

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## OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

I, David Tyndall , 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 Police Lieutenant according to the best of my skill, abilities and judgment, so help me God.

Administered this the 13<sup>th</sup> day of August, 2024



# Update on Johnston County Water and Sewer Regionalization Study Committee

July 8, 2024



# Agenda

- Why now?
- Importance of collaboration
- Existing collaborations
- Opportunities for collaboration right now
- Regionalization?
- Timeline for regional body formation
- Organizational flow chart
- Recommendations
- Immediate next steps



# Why Now?

Johnston County is the fifth-fastest growing county in North Carolina, with 36% growth in the last decade (VRAL)

With I-540 and I-42 expanding into Johnston County, growth will continue to accelerate



All the municipalities and the county authorized the formation of this study group which has been working for the last six months.

- The group believes this discussion is critical for the future of the growing region and should continue.
- Action steps to address pressing water and sewer infrastructure needs must be taken. Local governments have mentioned pressure from this growth already.
- Expanding systems, as well as maintaining existing systems is harder on some smaller jurisdictions.
- State and federal government are pushing for regionalization and offer more grant opportunities to regional efforts

# Importance of Collaboration

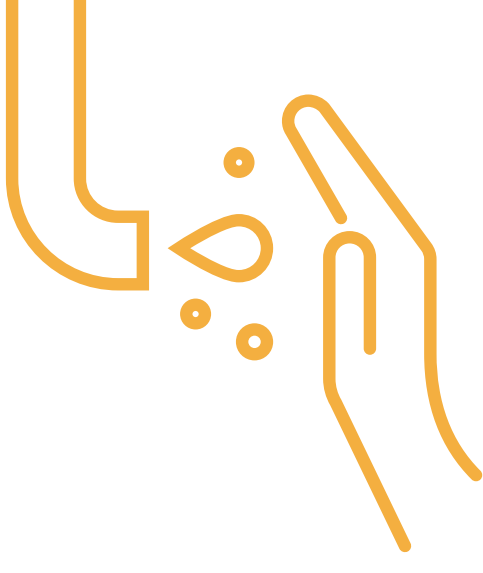
- Sharing of ideas and expertise
- Sharing of risk
- Take advantage of economy of scale
- Trust-building
- More robust grant and funding opportunities
- Limits redundant infrastructure
- Potential sharing of staff and equipment
- Joint opportunities for construction and maintenance





# Existing Collaborations

- Four Oaks, Selma, Smithfield, and Pine Level all have agreements with JCPU for sewer needs, dating back to 1969.
- Four Oaks and Benson are working together on water and sewer.
- Micro has an agreement with Kenly for sewer treatment.
- **Wilson's Mills water and sewer** infrastructure is owned and maintained by JCPU.
- All water systems are interconnected with the ability to back each other up.



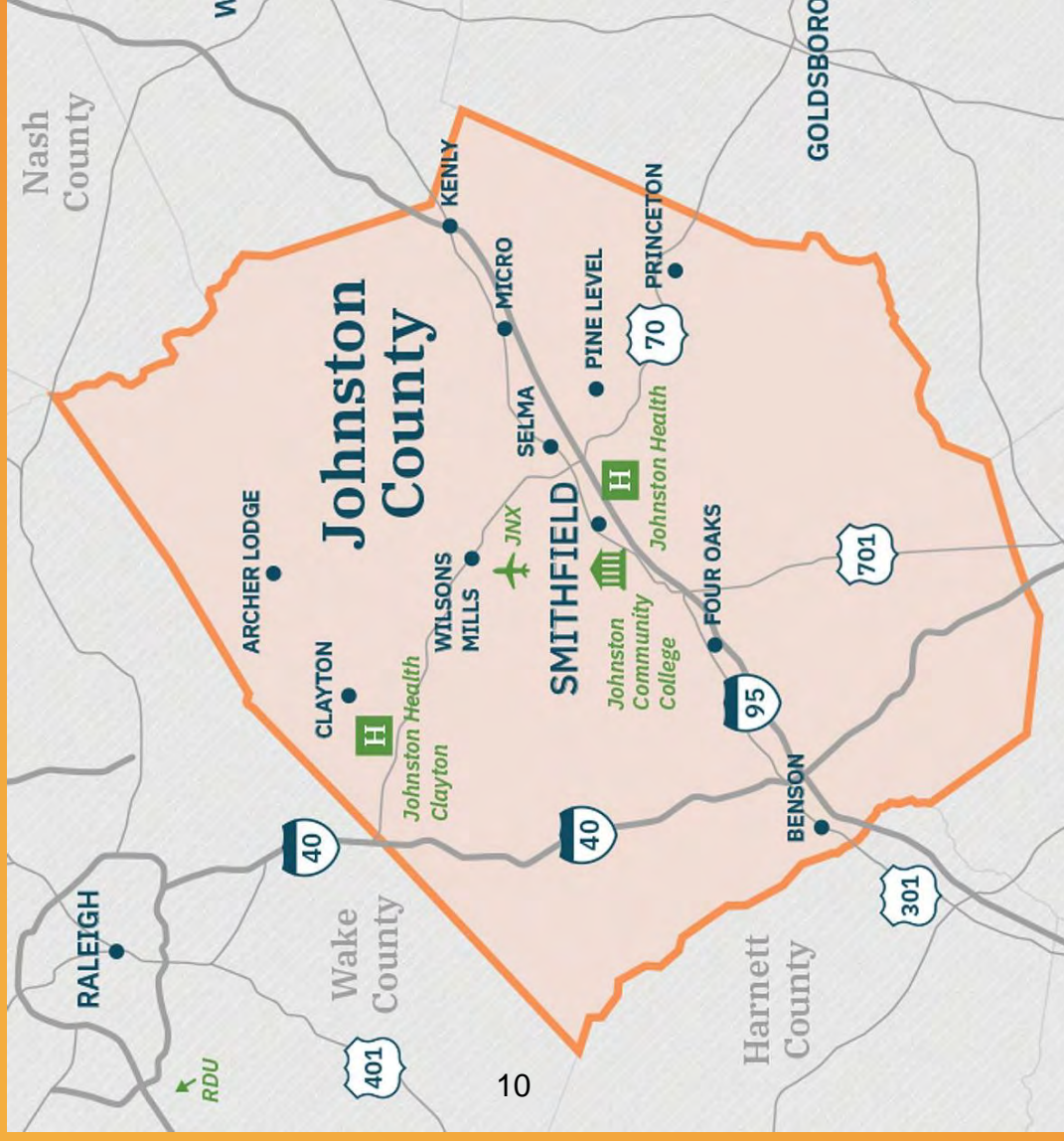


# Opportunities for More Collaboration

Many of the communities who have expressed interest in regionalization have pressing infrastructure needs that cannot wait for the formation of a formal authority.

Although collaboration already exists within the county, several communities wish to form robust interlocal agreements with their neighbors to allow for even more collaboration in the near term.

This can lay the foundation for a larger regional collaboration in the future.







# Regionalization?

## Collaboration vs. Combined Entity

### Inter-Governmental Cooperation

- Utilizes operating agreements, wholesale contracts, basic service contracts or joint service agreements between entities.
- No loss of control, more efficient resource use, eliminates duplication of facilities.
- Little economic benefit and risk-sharing, temporary solution.



### Self-Contained Authority

- All systems combined under one legal, operating entity that reduce or eliminate the autonomy of local systems.
- Authority would be a larger organization which can seek wider range of funding, larger customer base for large capital expenditures.
- Total sharing of risk and maximized economic benefit.
- No control except through negotiated voting rights by entities.



### Other Examples:

Utility commission, water/sewer/sanitary districts

# 3-Year Goal: Formation of County-Wide Self-Contained Water and Sewer Authority

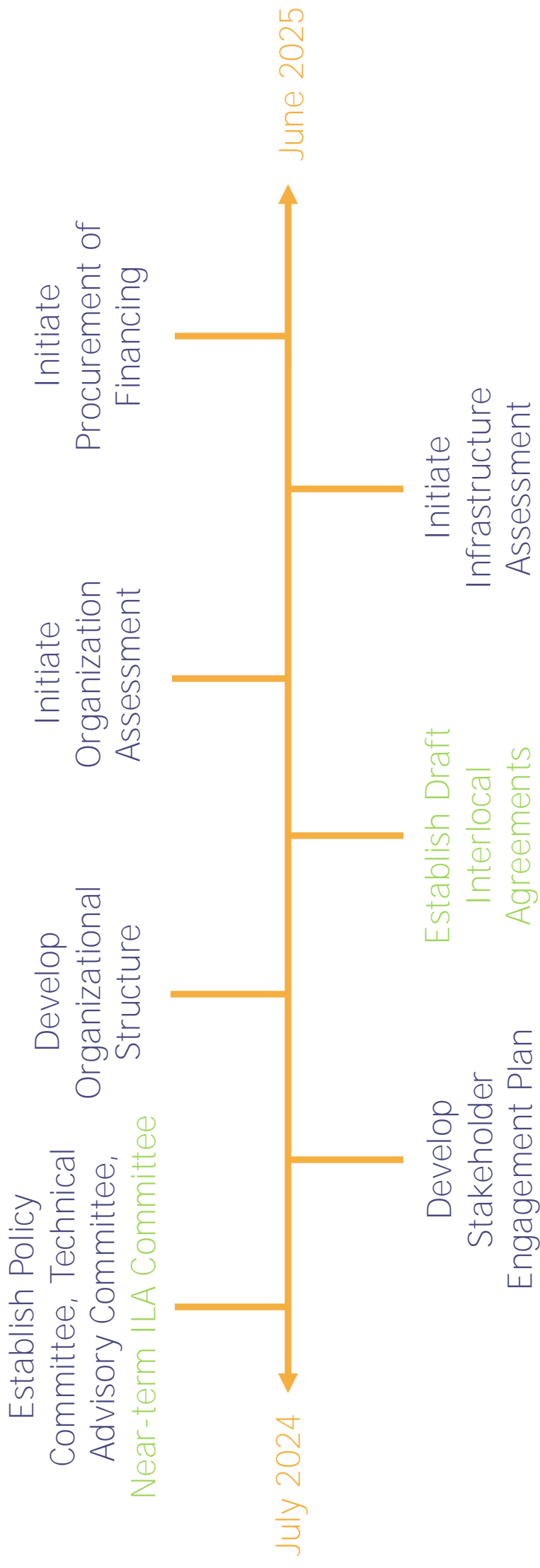
Reminder: No FINAL decision regarding inclusion in regional body is required until the end of the exploration process and final preparations are made for implementation. Decisions will be made by EACH local government.





# Potential 3-Year Timeline: Year 1

## The Organization Development Phase

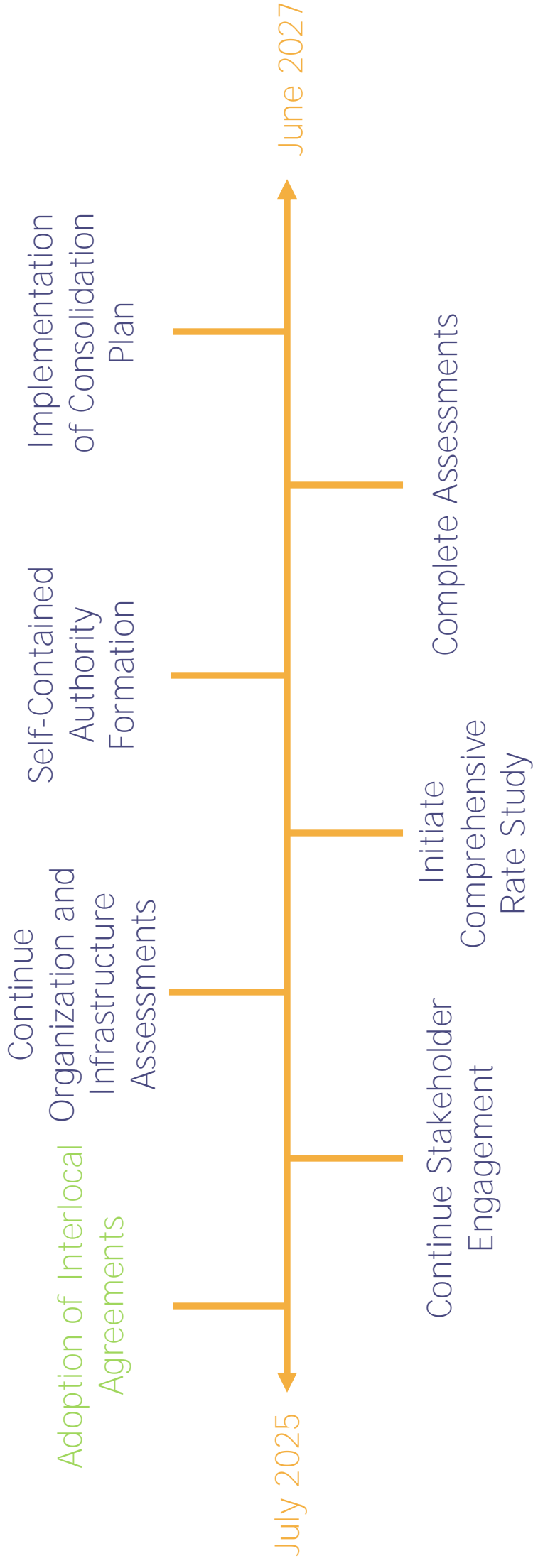


\*Green items show efforts in the near-term for communities with immediate needs. \*Purple shows steps needed for county-wide authority.



# Potential 3-Year Timeline: Years 2-3

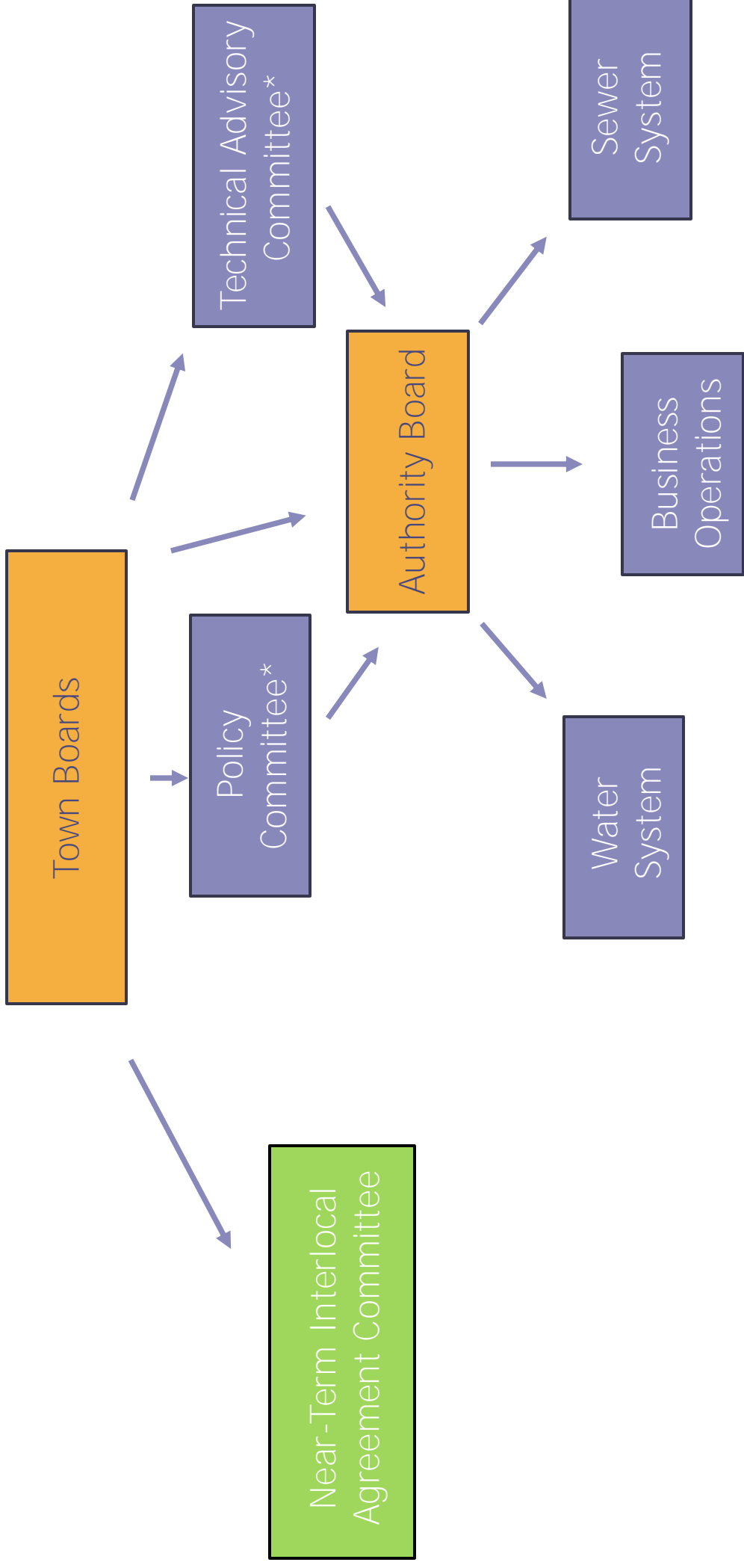
## The Organization Alignment Phase and The Implementation Phase



\*Green items show efforts in the near-term for communities with immediate needs. \*Purple shows steps needed for county-wide authority.



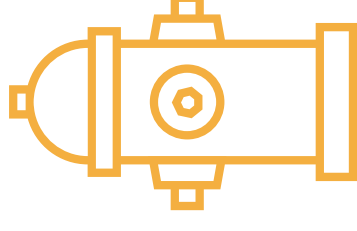
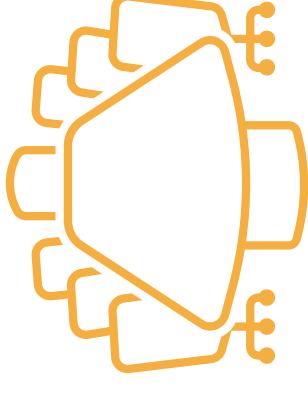
# Organizational Flow Chart





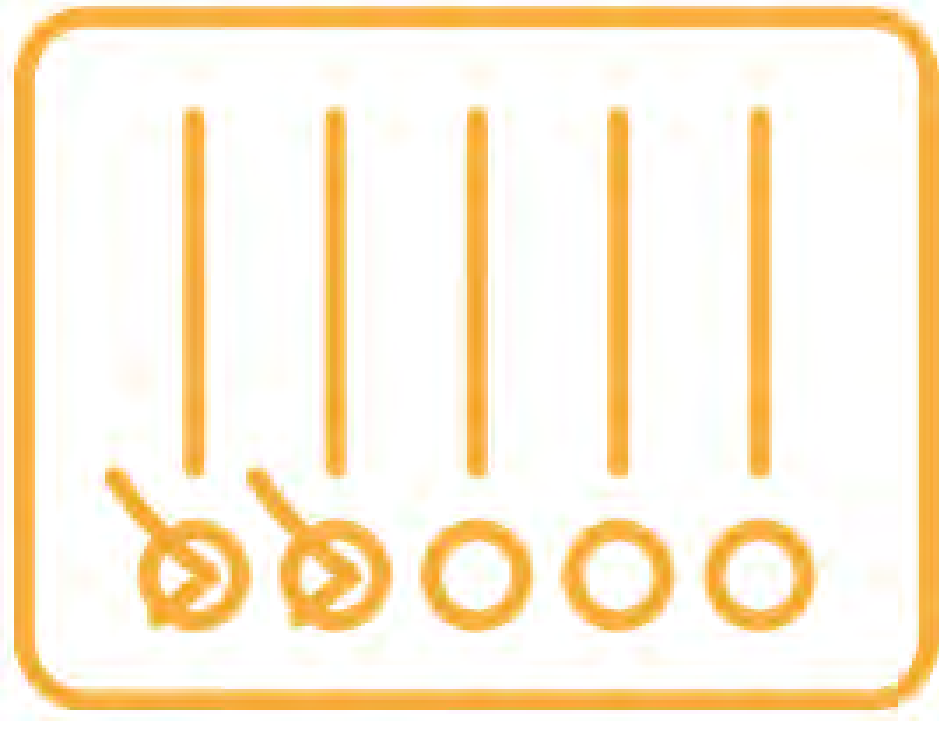
# Recommendations

- Immediately begin working on strong draft ILA with towns of Kenly, Micro, Princeton, Pine Level and Johnston County. Pressing needs will not be sidelined for the sake of planning for the longer-term.
- Continuing existing collaboration efforts on current needs.
- All Johnston County local governments continue the policy committee and forming the technical advisory committee to begin work on county-wide, self-contained authority.
- The **ultimate goal** is to ensure access to clean, efficient water and **sewer service to best serve all of Johnston County's residents.** The best way to achieve this goal is one, county-wide system. **This effort will put all of Johnston County's communities in the** best position to take advantage of future growth and economic development.



# Immediate Next Steps

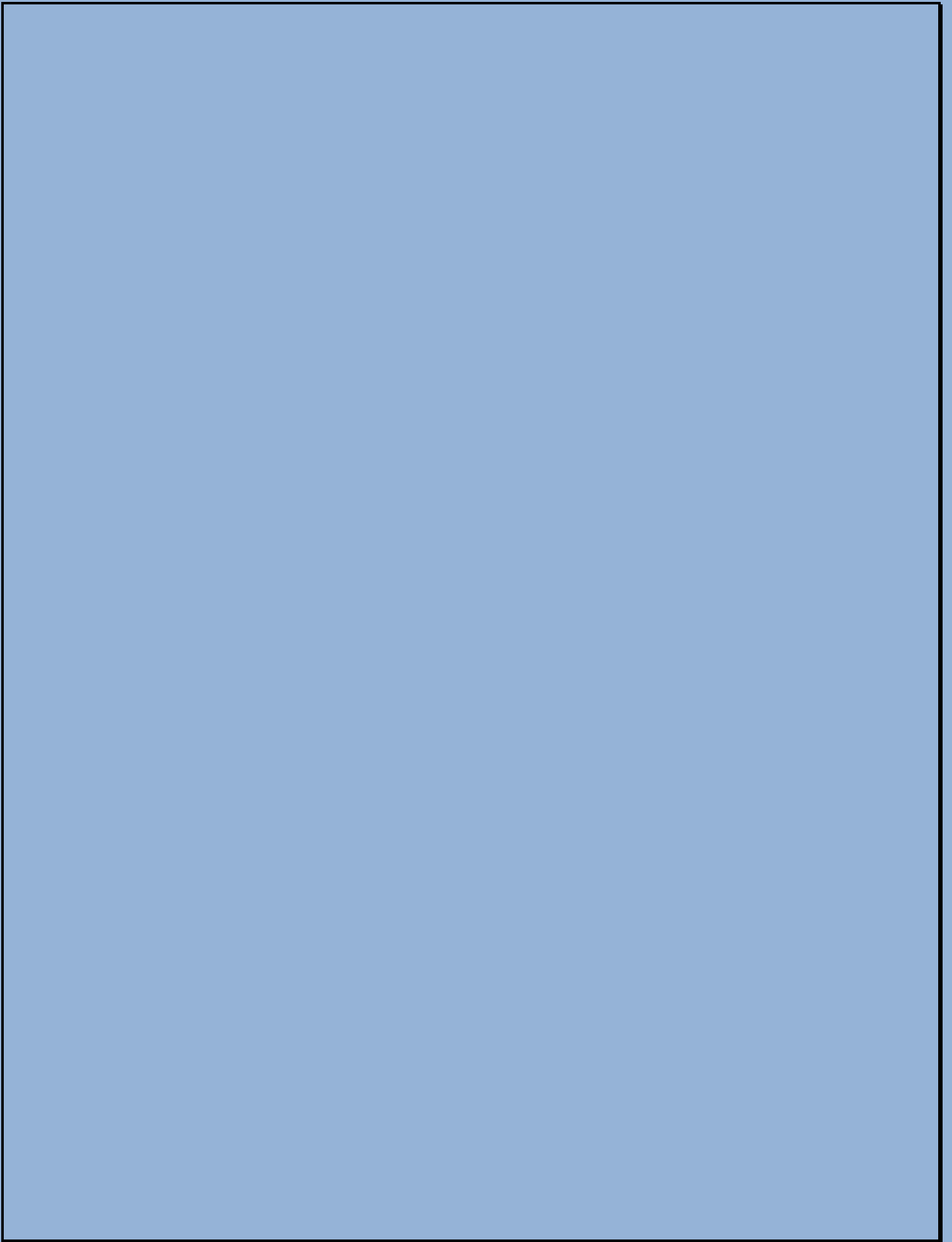
- Re-affirm Commitment to Exploration of Collaboration
- Establish Policy and Technical Advisory Committee
- Work on near-term ILA Agreements
- Develop Stakeholder Engagement Plan



# QUESTIONS?



# Public Hearing







# Request for Town Council Action

Public  
Hearing: ZA-24-02  
Date: 08/13/2024

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Subject: Zoning Text Amendment  
Department: Planning Department  
Presented by: Planning Director – Stephen Wensman  
Presentation: Business Item

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## Issue Statement

Request to amend the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to remove multi-family land use from the B-3 Zoning District.

## Financial Impact

None.

## Action Needed

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

## Recommendation

The Town Council should consider the approval of zoning text amendment ZA-24-02 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.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Draft Zoning Text Amendment
3. **Consistency Statement**
4. **Application**
5. **Proof of Advertisement**



# Staff Report

Agenda Item: ZA-24-02

**REQUEST:**

Request to amend the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to remove the multi-family land use from the B-3 Zoning District entirely.

**OVERVIEW:**

Multi-Family is a special use with supplementary standards in most residential and commercial zoning districts including the B-3 zoning district. As an alternative to a special use permit, a developer can request a conditional rezoning (such as B-3 CZ). The B-3 Zoning District is the most expansive zoning district in that it allows the greatest variety of land uses including intensive uses such as car dealerships, contractor yards, warehousing and more, not always appropriate adjacent uses for multi-family residential. This ordinance amendment would remove multi-family as use in the B-3. If a developer wished to pursue such a use, a rezoning to a different zoning district would be required. This ordinance will give the Town Council more control over the character, quality, location of multi-family in the town and would help the town preserve business zoned land for business uses.

Adoption of this ordinance will result in making some existing multi-family residential legal non-conforming.

**DRAFT AMENDMENT:**

**Sec. 6.6. Tables of Uses and Activities—Primary Zoning Districts.**

Uses	Primary Zoning Districts												
	R-20A	R-10	R-8	R-6	R-MH	O/I	B-1	B-2	B-3	LI (Sect. 7.2)	HI (Sect. 7.2)	AHH	Supplemental Regulations
<b>RESIDENTIAL</b>													
Residential Cluster development	PS	PS	PS										Section 7.34
Dwelling, single-family attached (townhomes)/multi-family/condominiums			SS	SS	SS	SS	SS	SS	SR				Section 7.35
Dwelling, single-family detached	P	P	P	P	P	S		S					
Dwelling, two family (duplex) on single lot			P	P		S		S					

**CONSISTENCY STATEMENT (STAFF OPINION):**

Staff finds the zoning text 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.

PLANNING BOARD RECOMMENDATION:

The Planning Board recommended the Council delay final action on the amendment until such time as the Planning Board can present its recommendations.

RECOMMENDATION:

The Town Council should consider the approval of the zoning text amendment ZA-24-02, 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.

RECOMMENDED MOTION TO APPROVE:

**"Move to approve zoning text amendment, ZA-24-02, amending Article 10, Section 6.6, 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."**

THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
ZA-24-02

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-24-02 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-24-02 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.

**DRAFT ORDINANCE # ZA-24-02**  
**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD**  
**UNIFIED DEVELOPMENT ORDINANCE**  
**ARTICLE 10, SECTION 6.6 TABLE OF USES AND ACTIVITIES**  
**TO STRIKE MULTI-FAMILY LAND USES FROM THE B-3**  
**DISTRICT.**

**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 6.6 Table of uses and activities.

**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 6.6 to strike multi-family residential land use from the B-3 zoning district]

**Sec. 6.6. Tables of Uses and Activities—Primary Zoning Districts.**

...

Uses	Primary Zoning Districts												Supplemental Regulations
	R-20A	R-10	R-8	R-6	R-MH	O/I	B-1	B-2	B-3	LI (Sect. 7.2)	HI (Sect. 7.2)	AHH	
<b>RESIDENTIAL</b>													
Residential Cluster development	PS	PS	PS										Section 7.34
Dwelling, single-family attached (townhomes)/multi-family/condominiums			SS	SS	SS	SS	SS	SS	<del>SS</del>				Section 7.35
Dwelling, single-family detached	P	P	P	P	P	S		S					
Dwelling, two family (duplex) on single lot			P	P		S		S					

...

**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 \_\_\_\_\_ of August, 2024.

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M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk



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

**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:**

<b>Town of Smithfield</b>	<b>350 East Market Street</b>
_____ Petitioner's Name	_____ Address or PO Box
<b>Smithfield, NC 27577</b>	<b>919-934-2116, ext 1114</b>
_____ City, State, Zip Code	_____ Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:  
**Amend UDO Section 6.6 removing MF from the B-3 Zoning District**

(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.

 \_\_\_\_\_ **6/10/24** \_\_\_\_\_  
 Signature of Petitioner Date

**FOR OFFICE USE ONLY**

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

**TOWN OF SMITHFIELD  
TOWN COUNCIL  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, August 13, 2024, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

**ZA-24-02 Multifamily in B-3 Amendment:** Request by Staff to amend the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to remove the multi-family land use from the B-3 Zoning District entirely.

All interested people 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 Town of Smithfield Planning Department at (919) 934-2116 ext. 1111 or online at [www.smithfield-nc.com](http://www.smithfield-nc.com).

*The Johnstonian*  
July 31, August 7, 2024



# Consent

## Agenda Items



The Smithfield Town Council reconvened the May 7, 2024 regular meeting (also continued on May 13, 2024) on Monday, May 20, 2024 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Steve Rabil, At-Large

Administrative Staff Present

Michael Scott, Town Manager  
Jeremey Daughtry, Fire Chief  
Lawrence Davis, Public Works Director  
Andrew Harris, Assistant Finance Director  
Pete Hedrick, Chief of Police  
Gary Johnson, Parks & Rec Director  
Shannan Parrish, Town Clerk  
Greg Siler, Finance Director  
Stephen Wensman, Planning Director

**Reconvene the May 7, 2024 Meeting**

Mayor Moore reconvened the meeting at 6:31 pm.

**Amendment to the Agenda**

Councilman Scott made a motion, seconded by Councilman Dunn, to amend the agenda to add a Closed Session Pursuant to NCGS 143-318.11 (a)(6) to discuss a personnel matter. Unanimously approved.

**Closed Session**

Councilman Scott made a motion, seconded by Councilman Dunn, to enter into Closed Session Pursuant to NCGS 143-318.11 (a)(6). Unanimously approved at 6:33 pm.

**Reconvene in Open Session**

Councilman Barbour made a motion, seconded by Councilman Stevens, to reconvene in Open Session. Unanimously approved at 6:53 pm

**Business Item**

**1. FY 2024-2025 Budget Discussions Continued**

**a. General Fund**

**i. Information Technology**

Town Manager Michael Scott addressed the issue of the IT Director position. He referred to the draft contracts included in the handout, which detail various contracting groups that could perform IT services for the Town instead of rehiring a director.

The Town Manager recommended going with VC3, a group that the Town of Benson uses and is satisfied with. The proposed arrangement was a three-year contract with an option to terminate as needed. The Town would retain its IT specialist for daily tasks and software updates, who could directly coordinate with VC3 for any issues. VC3 offers 24/7 phone support and on-site assistance as required. This arrangement would cost about the same as the current director's salary and benefits, but since it's a three-year contract, it would ultimately cost less and free up office space. He requested that staff be authorized to begin the contract with VC3 immediately.

Councilman Barbour made a motion, seconded by Councilman Dunn, to approve the contract with VC3 for Information Technology Services. Unanimously approved.

**ii. Police Department**

Chief Hedrick explained that the current structure of the department allocates 32 positions,

but if they receive the additional 6 School Resource Officers (SROs), the total will increase to 38. There were currently eight vacancies. The town is divided into four zones, but currently, only four officers are running these zones, forcing sergeants and lieutenants to cover shifts they are not meant to handle. This has resulted in a shortage of patrol officers, particularly affecting their narcotics and Criminal Investigation Division (CID) units. The department has recently seen personnel changes, including a retirement, reducing the CID to two officers.

The vacancies make it challenging to cover essential duties such as vacation, sick days, and court appearances, putting significant strain on the staff and leading to burnout. The department faces a domino effect of resignations, with more officers leaving for other opportunities, notably the Sheriff's Department. The Detective Division is currently 75% short, struggling to manage cases effectively. While high-priority cases like homicides and robberies receive immediate attention, smaller crimes do not get the necessary focus. The department is also finding it difficult to participate in community events due to the lack of personnel, further straining their resources and morale.

Chief Hedrick highlighted the critical staffing situation, explaining that if the department remains at 38 positions, they will face a 34% vacancy rate. Increasing to 44 positions would result in a 43% vacancy rate. He emphasized the severity of the issue by noting feedback from other area chiefs, particularly the chief in Rocky Mount, who indicated that hitting a 20-25% vacancy rate already significantly harms service quality. The department's current rates are well beyond this threshold.

Chief Hedrick warned that if they lose two more officers, the department may need to call on the sheriff or other agencies to investigate crimes due to insufficient staff. The high vacancy rates also mean overburdened supervisors and on-call staff, further straining resources.

He pointed out that other jurisdictions with higher starting salaries have lower vacancy rates, such as Rocky Mount and Apex, which have near-zero and less than 10% vacancy rates, respectively. In contrast, his department is nearing a 43% vacancy rate. Despite ongoing efforts to hire new personnel, the situation remains dire and requires urgent attention.

Councilman Scott questioned if the department still had part-time officers. Chief Hedrick responded there were only three.

Councilman Dunn inquired about the starting salary for police officers. Chief Hedrick responded the starting salary was \$49,000 in Smithfield, but the Sheriff's starting salary was just under \$55,000.

Councilman Barbour stated there was a shortage of police officers all over the country. Since the Town also paid County taxes, the County should provide some police protection.

Councilman Scott emphasized that the staffing issues are not limited to the Police Department but affect every department in the town of Smithfield. He stressed that the town's employees are its most valuable asset and that it's the Council's responsibility to support them. Scott expressed concern that negative comments made during meetings undermine employee morale and make them feel undervalued. He acknowledged the risky nature of police work and the challenges in maintaining competitive salaries but pointed out that the leadership and the Council's actions play a crucial role in ensuring employees feel secure and respected. Scott referred to previous adjustments made to support staff and voiced his willingness to take immediate action to address the current issues, even suggesting a motion to make necessary improvements.

Town Manager Michael Scott presented a detailed financial plan in response to the Chief's request for a \$10,000 pay increase for all employees, excluding secretaries, effective July 1. This increase would replace the current hiring bonus and be absorbed into their annual

salary. He provided a financial overview based on the current property tax assessment, which shows \$8.4 million in revenue, exceeding the \$7.6 million initially budgeted.

The Town Manager outlined the potential impact of adding six School Resource Officers (SROs), including the revenue from the county and Johnston Community College. He detailed the updated salary and benefit costs for the police department, emphasizing that the pay and benefits would be the primary increases.

To fund the SRO program, the Town Manager proposed using a \$450,000 grant to cover equipment and vehicle costs, reducing immediate out-of-pocket expenses and the long-term cost over a five-year contract. He indicated that this grant application was ready but requires Council approval for submission.

The Town Manager illustrated how the proposed changes would affect the police department's pay schedule starting July 1, ensuring the Council had a clear understanding of the financial implications and the necessary steps to implement the changes. The new annual salary for newly hired police officers would be \$60,000.

Mayor Moore responded, acknowledging that the issue of retaining police officers has been ongoing despite various efforts. He noted that the town has already implemented several measures such as allowing tattoos, facial hair, take-home cars, and offering a \$5,000 bonus, yet these steps have not yielded long-term results. Moore emphasized the importance of discussing realistic numbers and not viewing these conversations as negative. He expressed skepticism that a \$10,000 bonus alone would solve the retention problem, as salary increases often lead to similar raises in neighboring agencies, perpetuating the issue.

Councilman Scott shared his concerns about the ongoing efforts to address staffing issues, emphasizing that previous attempts to solve the problem with monetary incentives have not been successful. He highlighted the need for a comprehensive approach, considering the overall impact on all departments. Scott stressed the importance of a salary study currently in progress and questioned when the Council should receive the results of the study. Human Resources Director Tim Kerigan responded that results were still pending and he anticipated they wouldn't be available for another three to four weeks.

Chief Hedrick explained that Smithfield has traditionally invested heavily in training its officers, making them highly skilled and attractive to larger agencies like the sheriff's department. This comprehensive initial training included various certifications that are typically costly and time-consuming. Consequently, well-trained officers often leave for better-paying opportunities, creating challenges for the department.

He emphasized that the issue isn't a conflict with the sheriff but rather a regional competitiveness problem. Chief Hedrick stressed the need for the town to stay competitive to retain talent, noting that public safety is a top priority. He acknowledged the challenges of hiring and training new officers, stating that higher-quality applicants are crucial for effective service.

Chief Hedrick assured the council that the department would continue to hire and train officers, despite the current shortfall. He expressed confidence that mutual aid agreements with the sheriff's department would ensure coverage in emergencies but emphasized the importance of having a fully staffed police department for optimal public safety.

Councilman Barbour expressed frustration over the recurring discussions about police pay raises over the past three or four years. He noted that despite various solutions being implemented, such as allowing facial hair and other concessions, these measures have not effectively addressed the underlying issues. Barbour emphasized that his concerns were not meant to be negative but were based on logistical perspectives. He acknowledged that while they are trying to listen to experts, the implemented changes have not yielded the expected improvements.

Councilman Stevens emphasized that to have the best personnel, the town needs to offer competitive pay. He acknowledged the significant changes and increased dangers in the field over the past decade, leading to a nationwide shortage of officers.

Councilman Dunn recalled that a few years ago, the police department received a substantial raise, which improved starting pay but led to decreased morale among other town employees who didn't receive similar raises.

Councilman Dunn highlighted the sacrifices made by all employees, including those in less glamorous jobs who work in difficult conditions without comparable pay increases. He noted that while there is no nationwide shortage of firefighters, there is clearly a problem with police staffing that needs to be addressed, possibly with better pay. He acknowledged the good leadership in the fire department and noted fewer vacancies there. He also mentioned the ongoing salary study, which aims to provide competitive, not mediocre, compensation based on geographic and real market competitiveness.

The Town Manager explained that the salary study being conducted involves examining a wide range of organizations across the state, rather than just a few nearby ones. The company handling the study also performed the salary study for the county and is using a similar approach.

Scott referred to the budget book for details on salary adjustments. On page nine, there's an amount listed for general fund salary adjustments, totaling \$531,500. This amount covers all departments, but if police adjustments are excluded, it drops to about \$300,000. Additionally, raises for the water and sewer departments are on page 87, and for the electric department, they are on page 96, both within their respective contingency lines.

Mayor Pro-Tem Wood stated that with this increase, the retention bonus should be eliminated.

Chief Hedrick highlighted the unattractiveness of joining a department where one is expected to do the work of six people daily, which deters potential recruits. He emphasized that while pay was important, other factors also contribute to the staffing issues. He expressed a commitment to improving the situation, regardless of how it originated, and asked for the necessary tools to make positive changes. He offered to be held accountable for the results in a year, stressing that he needs support and resources to achieve these goals.

Councilman Barbour raised a question regarding the financial impact of the signing and retention bonuses given to the police officers. Barbour recalled predicting that officers who received bonuses would expect that money to be part of their regular salary in the following years. He inquired about the total amount spent on these bonuses and their effect on the officers' annual salaries. Barbour emphasized that while it's understandable for highly qualified officers to leave for better-paying opportunities, the main concern is the entry-level patrol officers who are leaving before gaining experience. He noted that the retention bonus was a flat amount for everyone, not a percentage increase, and was intended as a temporary measure to stop the immediate loss of staff. The Council recognized at the time that this was a band-aid solution and more permanent measures would be needed. The discussion highlighted that the starting salary, including the bonus, was \$54,000, and Councilman Barbour sought to understand the overall financial implications of this approach and its effectiveness in retaining officers.

Councilman Scott made a motion, seconded by Councilman Stevens, to approve the presented plan, which includes retaining a \$5,000 sign-on bonus.

He emphasized that the council acknowledges an upcoming salary study and aims not to undercut other employees. Councilman Scott also asked Chief Hedrick if he currently has the authority to hire experienced personnel from other departments at a higher pay rate, to

which the Chief confirmed he does.

Councilman Dunn questioned when the increases would be implemented. The Town Manager responded they would be implemented on July 1, 2024.

Mayor Pro-Tem Wood stated that this was a significant increase for police department personnel and the Council could not afford to do this every year.

Councilman Barbour clarified that Chief Hedrick indicated he did not need the sign-on bonus and retention money, but rather just the salary increases to meet the department's needs. Councilman Barbour suggested that if Councilman Scott could modify his motion to align with Chief Hedrick's proposal, he would support it. This adjustment would free up funds for other departments. However, if the motion is not modified, Barbour could not support it, as it would go beyond what the Chief requested and limit available funds for other departments.

The Town Manager responded that including the sign-on bonus, as Councilman Scott suggested, wouldn't significantly impact the budget. He noted that the current vacancies are expected to persist for some time, which would allow the bonus to be managed within the existing financial framework. He also suggested that the Council could authorize him to discontinue the bonus if necessary, ensuring they remain within budget constraints.

Councilman Scott made a motion, seconded by Councilman Stevens, to approve the presented plan, which includes retaining a \$5,000 sign-on bonus. Additionally, there was a salary study in progress, and the Council was waiting for the results to address the needs of other departments. Councilman Scott, Councilman Stevens, Mayor Pro-Tem Wood, Councilman Lee, and Councilman Dunn voted in favor of the motion. Councilman Barbour voted against the motion. Motion passed five to one.

### **iii. Other General Fund Budget Discussions**

Town Manager Michael Scott highlighted other changes made to the budget based on discussions

#### **Non – Departmental**

Dues for Central Pines Regional Council increased to \$5,222

Salary Adjustments will decrease to \$300,000

Recovery Alive \$1,000. It was the consensus of the Council to remove that from the budget

DAV building renovations – \$22,500 has been placed in the parks and recreation budget for ½ of the cost of repairs. The County may consider funding the other half.

#### **All Departments**

Retirement lines add and additional 2% for 401k match to increase from 3% to 5 %.

#### **Information Technology**

Salary – This line has been reduced due to contract with VC3

#### **Police**

Capital Outlay - \$40,000 was included for office furniture

#### **Public Works**

Telephones – Public Works Crew Leaders will receive a cell phone allowance

#### **Drones for the Police and Fire Departments**

Councilman Barbour made a motion, seconded by Councilman Scott, to allocate \$10,000 for each department for the purchase of a drone. Unanimously approved.

**Police Department UTV**

Councilman Scott made a motion, seconded by Councilman Barbour, to purchase a UTV for the Police Department. Unanimously approved.

**Safety/ Steel Toe Shoes**

Additional funds were added to all Public Works and Utilities departments for steel toe shoes.

**Stormwater - Flooding issues on East and West Street**

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to spend the necessary funds now to repair the drainage on East and West Street at an estimated cost of \$100,769. Unanimously approved.

**Stormwater – Vac trailer**

\$80,000 will be included for a vac trailer.

**Stormwater – Wilson Street**

The Town Manager explained that they are addressing issues on Wilson Street by investigating what has occurred. The problem appears to involve raised drainage pipes due to modifications made to the spillway, which caused the pipes to be submerged and no longer effective for draining the road. This pond, not originally designed as a stormwater control device, needs attention as it has become part of the infrastructure. To resolve the issue, the pond's water level must be lowered, which may involve dredging or altering the spillway. The Town Manager emphasized ongoing efforts to find a solution, acknowledging broader stormwater challenges, particularly highlighted by recent heavy rains.

**Fire – Knox Box**

Mayor Moore inquired about the digital Knox box system, noting that he had heard the county might be planning to implement it countywide. He mentioned bringing this up at a mayor's meeting, where one mayor contacted their fire chief, who confirmed that the county was considering the system for all departments. Given this potential development, Mayor Moore questioned whether it was prudent to spend money on it now. He suggested leaving the item in the budget but waiting to confirm the county's plans before proceeding.

**General Government – Assistant Town Manager's position**

Councilman Scott stated that position should be a priority. The Town Manager responded that he may have identified someone currently employed that would function in a dual role.

Councilman Scott made a motion, seconded by Councilman Barbour, that it be a priority to identifying and hiring an assistant manager. Unanimously approved.

**North Smithfield Fire Station**

Councilman Scott made a motion, seconded by Councilman Dunn, to allocate \$75,000 from the General Fund Reserve to the Capital Fund for preliminary work for the North Smithfield Fire Station. Unanimously approved.

**Fee Schedule**

Councilman Scott questioned if staff had considered the electric rate increase of only 3% instead of the recommended 6%. The Town Manager responded he was awaiting results from UFS.

**American Rescue Plan Funds**

The Town Manager explained that the Finance Director Greg Siler spoke with the League of Municipalities about allocating funds, and they made a recommendation different from the town's current approach. The League suggested that the town allocate the money for salaries that have already been spent. This method would eliminate the timeline issue and allow the town to use the money as needed. From a reporting perspective, the town must provide an ordinance by December 31 of this year. By reallocating the funds to cover



previously paid salaries, the town would essentially be reimbursing itself, thereby freeing up the funds for other uses.

**Adjourn**

Councilman Barbour made a motion, seconded Mayor Pro-Tem Wood, to adjourn the meeting. The meeting adjourned at approximately 9:43 pm

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

ATTEST:

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

DRAFT

The Smithfield Town Council met in regular session on Tuesday, July 16, 2024 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Roger Wood, Mayor Pro-Tem  
Sloan Stevens, District 2  
John Dunn, At-Large  
Stephen Rabil, At-Large

Councilmen Absent

Marlon Lee, District 1  
Travis Scott, District 3  
Dr. David Barbour, District 4

Administrative Staff Present

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

Also Present

Michael Carter, Town Attorney

Administrative Staff Absent

**Call To Order**

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

**Invocation**

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

**Approval of the Agenda**

Mayor Pro-Tem Wood made a motion, seconded by Councilman Stevens, to approve the agenda with the following changes:

**Remove from the Public Hearings**

2. **Unified Development Ordinance Amendment – Multifamily in the B-3 Amendment (ZA-24-02):** Planning Staff are requesting an amendment to the Unified Development Ordinance, Article 6, Section 6.6 Table of Uses and Activities to remove the multi-family land use from the B-3 Zoning District entirely.

**Add to the Consent Agenda**

1. Special Event: Too Broke for Sturgis – Bulldog Harley-Davidson is requesting to hold an event at 1043 Outlet Center Drive on August 10, 2024 from 11:00 am until 3:00 pm. This request includes amplified sound, a food truck, merchandise for sale and free beer.
2. Consideration and request for approval to award a bid in the amount of \$257,760 to Ilderton Dodge (State Sheriff's Contract) for the purchase 6 vehicles for the School Resource Officers.

**Add to the Business Items**

2. Discussion on a Social District in the Downtown area.

Unanimously approved.

**Public Hearings:**

1. **Rezoning Request – 400 Brightleaf (RZ-24-06):** David Dupree of Market Street Investments is requesting the rezoning of 3 parcels: a .89-acre parcel (Johnston County Tax

ID 15015033) in the O/I-Office Institutional Zoning District, a .15-acre (Johnston County Tax ID 15016033) and .14-acre parcel (Johnston County Tax ID 15016032) in the R-6-High Density Single, Two and Multi-family Zoning District to the B-3-Highway Entranceway Business Zoning District

Mayor Pro-Tem Wood made a motion, seconded by Councilman Dunn, to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman presented a rezoning request for the southeast corner of North Brightleaf and Hancock Street, covering three parcels. The property, surrounded by various zoning districts, was guided for medium-density residential use by the comprehensive plan. However, due to the site's difficult shape and existing conditions, staff believed a B-3 zoning was most feasible.

The residential property to the east, owned by Walgreens, was unlikely to develop residentially. Past council actions vacated a street crossing the property, leaving a utility easement in place. The site's development would be challenging due to setbacks and access limitations.

Staff supported the rezoning, considering it consistent with the comprehensive management plan and compatible with surrounding land uses. They recommended approval of rezoning RZ 2406, declaring it consistent with the town's growth management plan and in the public interest.

Mayor Moore asked if there were any questions from the Council

Councilman Stevens questioned if there was a plan for this property thus the reason for the rezoning. Mr. Wensman responded he was aware there was interest in this property as a commercial development, but he was unsure of the specifics of the use.

Mayor Moore stated the Council closed the road several years ago to allow for that property to be developed. He was also interested in the proposed use.

Councilman Stevens expressed concerns about rezoning the property. He emphasized the need to ensure commercial zoning remains intact to prevent becoming a bedroom community.

Mayor Moore asked if the applicant could request a conditional use for the rezoning. Mr. Wensman responded that while it was possible, the applicant was selling the property to someone else for development. Wensman believed the development would be commercial, but could not confirm it.

Mayor Moore acknowledged Councilman Stevens' concerns, referencing a recent presentation on economic development warning against converting commercial areas into residential ones, which can turn communities into bedroom communities without supporting retail or commercial infrastructure.

Councilman Stevens shared insights from a book on growth, highlighting that residential developments typically cost more in services than they generate in tax revenue, unlike commercial developments which are more cost-effective for the town. He emphasized caution with B-3 zoning, noting that although the current plan might be commercial, changes could lead to unintended residential developments, stressing the need for careful consideration.

Councilman Dunn acknowledged concerns about what is allowed in B-3 and suggested holding off on further developments until the council could clearly define their intentions for the district. Although he recognized the potential inconvenience for the property owner, he proposed tabling the decision until the next meeting to refine their plans for the B-3 district.

Mayor Andy Moore inquired about what residential types could be included in B-3 zoning. Mr. Wensman explained that multifamily options like townhouses, apartments, or condos could be developed within a B-3 district with a special use permit.

Mr. Wensman clarified that all discussions he had heard regarding the site indicated a commercial use, with no residential use proposed, despite the comprehensive plan's designation for residential.

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

Mayor Pro-Tem Wood made a motion, seconded by Councilman Rabil, to close the public hearing. Unanimously approved.

Councilman Dunn made a motion, seconded by Councilman Stevens, to table a decision on Rezoning Request – 400 Brightleaf (RZ-24-06) until the August 13, 2024 Town Council Meeting. Unanimously approved.

## **Citizens Comments**

- Luke Stancil of 301 Church Street addressed the Council on a tree that recently fell on his house. He explained he noticed a dead tree on the town side of the sidewalk, posing a safety risk. Despite calling the town five times, only a contracted surveyor confirmed the danger. The tree was scheduled to be removed on Saturday, but unfortunately fell on his house Friday night. He thanked Councilman Stevens and Public Works Director Lawrence for their help. He emphasized the need for prompt action on safety issues to protect our community.

## **Consent Agenda**

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood, to approve the item listed on the consent agenda. Unanimously approved.

1. Special Event: Too Broke for Sturgis: Approval was granted to allow the Bulldog's Harley - Davidson to hold an event at 1043 Outlet Center Drive on Thursday, April 11, 2024 from 5:00pm until 8:00 pm. Also approved was amplified sound, a food truck, merchandise for sale and free beer.
2. Approval was granted to award a bid in the amount of \$257,760 to Ilderton Dodge (utilizing the State Sheriff Contract) for the purchase of six vehicles for the school resource officers.

## **Business Items:**

### **1. Consideration and request for approval to amend the Fee Schedule due to the increase in landfill tipping fees by Johnston County**

Town Manager Michael Scott requested the Council to consider the increase in sanitation fees by 34 cents per month per customer, totaling \$4.08 per year. This adjustment was needed due to Johnston County's solid waste tipping fee increase of \$3 per ton, effective June 25. To align with the budget and fee schedule, staff calculated that this increase would generate approximately \$16,747 annually. The new fee would increase from \$18.21 to \$18.55 per month, starting with the first billing period in August to match the county's fee increase.

Mayor Moore questioned why the County waited so long to increase these fees. The Town Manager responded he was uncertain as to why they chose to increase the fees so late in the budget process.

Mayor Pro-Tem Wood made a motion, seconded by Councilman Dunn, to approve the amended FY 2024-2025 Fee Schedule due to increased tipping fees by Johnston County. Unanimously approved.

### **2. Discussion on a Social District in the Downtown area**

Councilman Stevens recapped a productive meeting with the Downtown Smithfield Development Corporation (DSDC), highlighting strong communication and ongoing dialogue. He noted the DSDC board's support for establishing a social district and the need to pass this initiative. He mentioned suggestions from other Council members to shorten the timeframe and map of the social district, which he supported.

He expressed concern over businesses leaving town during a period of growth and emphasized the importance of leveraging both residential and commercial development. He urged the Council to take action to support downtown businesses, attract visitors, and revitalize the area, warning against complacency and the consequences of inaction. He emphasized the need to make changes to avoid stagnation and to attract a younger crowd and new investments.

Mayor Pro-Tem Wood recalled a discussion from the previous week, where Councilman Dunn suggested starting small with the social district as a sample size. They agreed to test it from Wednesday through Saturday. Mayor Pro-Tem Wood was hesitant about crossing Market Street at this stage.

Councilman Stevens acknowledged the historical issues impacting downtown, particularly due to Highway 70 and DOT priorities. He understood the safety concerns of crossing the highway but felt it would be unfair to exclude restaurants on the other side.

Councilman Dunn emphasized the importance of fairness to all businesses and proposed not limiting the social district to one side of the road. He questioned the feasibility of extending the district in the future if new businesses emerged. The discussion touched on the necessity of state approval and potential challenges in adjusting the district's boundaries later.

Town Manager Michael Scott explained that creating the social district would involve an ordinance and a corresponding map, both of which would need state approval. Councilman Dunn expressed a desire to avoid unnecessary work while also not wanting to open up the district too broadly.

The Town Manager mentioned a DSDC meeting where they discussed making the proposal more amenable to the council by potentially reducing the size, hours, and days of the social district. The goal was to start the initiative to attract more businesses downtown, addressing the issue of restaurants and retail leaving the area. He emphasized the need for a vibrant nightlife to retain and attract businesses.

Mayor Moore noted that towns like Clayton and Benson had recently approved social districts. The Town Manager provided details about Benson's social district schedule.

Councilman Stevens proposed adjustments to the map, suggesting the removal of North Second and North Third Streets from the district while including areas around Little Brown Jug and the Amphitheater. He suggested a more focused district and was open to discussing the hours of operation.

Councilman Stevens emphasized the need to support local businesses fully, acknowledging that this might upset some people. Mayor Pro-Tem Wood agreed with excluding North Second and Third Streets from the social district and supported the Wednesday through Saturday schedule. He also agreed with the Wednesday through Saturday schedule and suggested being cautious about including Sundays.

Mayor Pro-Tem Wood recommended the social district operate from Wednesday to Saturday, with hours from 3 PM to 10 PM, and proposed starting earlier on Saturdays at 12 PM to attract more business.

Councilman Stevens echoed the sentiment from DSTC members about the town's reputation for being hard to work with and emphasized the need for change. The proposed dimensions for the social district were agreed upon, excluding North Second and North Third Streets, and extending only to the edge of the Little Brown Jug parking lot.

The timeframe was set for Wednesday through Saturday, from 3 PM to 10 PM on weekdays, and starting at 12 PM on Saturdays. There was agreement on these hours and days as a good starting point, with the understanding that any changes would require state approval.

The discussion also touched on current Sunday operations in downtown, noting that some restaurants and shops, like Twisted Willow and the movie theater, were open with reduced hours.

It was agreed that the social district could be revisited and adjusted as needed after six months, with the option to revoke it if it caused issues.

Mayor Moore apologized for missing the joint meeting due to family health issues. He acknowledged the importance of downtown development as a crucial part of the community, emphasizing that this period was pivotal for downtown Smithfield. He viewed the challenge of revitalizing downtown as a significant opportunity, particularly with 2,500 new homes planned, to attract businesses and extend operating hours past five o'clock.

Councilman Stevens emphasized that the government's role was to provide opportunities for businesses to invest and succeed.

Mayor Pro-Tem Wood reflected on the initial wide-scale approach to the social district, which led to sticker shock. He supported a smaller footprint with reduced hours and days as a good start, particularly avoiding crossing to the library and cutting down North Second Street. He emphasized that the police would need to maintain the contained area.

Councilman Stevens asked for clarification on whether the statute was based on the state statute or a local version. The Town Manager responded that the ordinance was the Town's ordinance but the additional language was taken directly from the state statute.

Councilman Rabil expressed concerns about the town's liability related to the social district. Town Attorney Michael Carter responded, explaining that the liability would be on the business that held the ABC license and not the Town.

Mayor Moore asked Chief Hedrick if he saw any issues from a law enforcement standpoint on the social district. Chief Hedrick responded he did not believe the social district would create any issues.

Mayor Andy Moore emphasized the flexibility to either retract or expand the initiative based on its success.

Councilman Dunn expressed hope that the social district would support downtown businesses and attract more activity, suggesting that hours and days could be extended if the initiative proved manageable.

Councilman Stevens made a motion, seconded by Councilman Dunn, to adopt Ordinance No. 518-2023 whereby creating a social district with the following hours and boundaries:

Hours: Wednesday to Friday – 3:00 pm until 10:00 pm  
Saturday – 12:00 pm until 10:00 pm

Boundaries: North and South Sides of Market Street from Front Street to Fourth Street.  
North Front Street will only include the Little Brown Jug property & parking lot  
South Front Street – Market Street to Johnston Street (to include the Amphitheater)  
South Third Street – Market Street to Johnston Street

Unanimously approved.

#### **Other Comments:**

Mayor Andy Moore thanked the electric department, police and fire departments for their swift response to an incident on North Second Street where a driver knocked down utility poles, causing a power outage for 600-700 people. Despite confusion among residents from different areas, the staff managed to restore power quickly, which was crucial given the hot temperatures. Mayor Moore expressed pride in the town staff for their efficient work, noting it made his job easier.

Town Manager Michael Scott reminded everyone about the National Night Out event on August 6<sup>th</sup>

at Johnston Community College and announced that the next council meeting would be held on August 13<sup>th</sup> at 7 pm due to the event.

**Adjourn**

Mayor Pro-Tem Wood made a motion, seconded by Councilman Dunn, to adjourn the meeting. The meeting adjourned at approximately 8:10 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:** 08/13/2024

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**Subject:** Bulldog Harley-Davidson  
**Department:** Planning Department  
**Presented by:** Planning Director – Stephen Wensman  
**Presentation:** Consent Agenda Item

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## Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold an event Bulldog Backyard Kickback at their location 1043 Outlet Center Drive on August 24<sup>th</sup>, 2024.

## 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. Food Truck Information
4. Event Map



# Staff Report

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

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Bulldog Harley-Davidson is requesting to hold Bulldog Backyard Kickback at their location, 1043 Outlet Center Drive on August 24, 2024. The event will operate 11:00am.to 3:00pm. This event will allow motorcycle enthusiasts to gather, purchase food and receive free beer a (limit of 2). Also they will have live music and vendors.



# Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at [julie.edmonds@smithfield-nc.com](mailto:julie.edmonds@smithfield-nc.com) or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

### TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event \_\_\_\_\_
- Over 100 people in attendance
- Live Band or Amplified Sound \_\_\_\_\_
- Requires closure or blockage of Town Street
- Involves Food Trucks
- Requires Security (potential safety, security concerns)
- Involves structures larger than 200 square feet and canopies larger than 400 square
- Involves Town Park property (Call 919-934-2148)
- Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

### OTHER TEMP USES

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

BULLDOG BACKPACK KICKBACK 1043 OUTLET CENTER DR., SMITHFIELD DR.  
 Name of Event Location of Event/Use (exact street address) SMITHFIELD, NC

### APPLICANT:

Name MARLEE VILCHIS  
 Address 1119 CRESTVIEW CIRCLE DR. RALEIGH NC 27606  
 Phone number (847) 736-8589  
 Email address marlee@bulldogmananddavidson.com  
 Event date AUGUST 24<sup>th</sup> 2024

### PROPERTY OWNER:

27577  
 Name CARSON BAKER  
 Address 508 Hope Mills Rd Fayetteville 28304  
 Phone number 910-734-8589  
 Email address carson@bulldogmananddavidson.com  
 Will alcohol be sold or served? Y or N  
 (If yes, please supply an ABC Permit)

Event start and end time 11:00am - 3:00pm  
 Event set up and clean up time 9am - 4pm  
 Sound Amplification Type BAND, SPEAKERS

Will food or goods be sold? Y or N

Sound Amplification Start and End Times 11:00am - 2:30pm

# Food Trucks (if applicable) 1 Gent's Bounty BBQ, LLC  
 (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: \_\_\_\_\_  
 (If using Smithfield Police, applicant must contact the PD to schedule security.)



**OWNERS AUTHORIZATION**

I hereby give CONSENT to Bulldog HD (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) CFB Powersports, LLC  
Address 1043 Outlet Center Dr. zip 27577  
Phone Number 919-938-1592 Email carson@bulldogharleydavidson.com  
Signature: [Handwritten Signature] Date: \_\_\_\_\_

**OWNER'S CONSENT FORM**

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

**OWNERS AUTHORIZATION**

I hereby give CONSENT to Bulldog HD (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.

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[Handwritten Signature] Signature of Owner  
Carson Baker Print Name  
\_\_\_\_\_ Date

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

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

Are event trash cans needed? Y or  N How many? \_\_\_\_\_

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

Gathering of motorcycle enthusiasts to enjoy  
an event with food truck free beer (limited),  
music, promotions & giveaways.

**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.

MARLOE VILCHIS  
Applicant's Name (Print)

*Marloe Vilchis*  
Signature

7/16/24  
Date

Town Planning Director Signature: *[Signature]*

Date: 7/18/24



# Food Establishment Inspection Report

Score: 100

Establishment Name: GENTS' BOUNTY BBQ LLC

Establishment ID: 6096030139

Location Address: 718 BUCK SWAMP RD

City: GOLDSBORO State: North Carolina

Zip: 27530 County: 96 Wayne

Permittee: WILLIAM VANSKIKE

Telephone: (919) 750-2812

Inspection  Re-Inspection  Educational Visit

**Wastewater System:**

Municipal/Community  On-Site System

**Water Supply:**

Municipal/Community  On-Site Supply

Date: 03/15/2024 Status Code: A

Time In: 1:45 PM Time Out: 2:15 PM

Category#: III

FDA Establishment Type: \_\_\_\_\_

No. of Risk Factor/Intervention Violations: 1

No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions						
Risk factors: Contributing factors that increase the chance of developing foodborne illness.						
Public Health Interventions: Control measures to prevent foodborne illness or injury						
Compliance Status	OUT	CDI	R	VR		
<b>Supervision .2652</b>						
1	<input checked="" type="checkbox"/> OUT	N/A			1	0
PIC Present, demonstrates knowledge, & performs duties						
2	<input checked="" type="checkbox"/> OUT	N/A			1	0
Certified Food Protection Manager						
<b>Employee Health .2652</b>						
3	<input checked="" type="checkbox"/> OUT				2	1 0
Management, food & conditional employee; knowledge, responsibilities & reporting						
4	<input checked="" type="checkbox"/> OUT				3	1.5 0
Proper use of reporting, restriction & exclusion						
5	<input checked="" type="checkbox"/> OUT				1	0.5 0
Procedures for responding to vomiting & diarrheal events						
<b>Good Hygienic Practices .2652, .2653</b>						
6	<input checked="" type="checkbox"/> OUT				1	0.5 0
Proper eating, tasting, drinking or tobacco use						
7	<input checked="" type="checkbox"/> OUT				1	0.5 0
No discharge from eyes, nose, and mouth						
<b>Preventing Contamination by Hands .2652, .2653, .2655, .2656</b>						
8	<input checked="" type="checkbox"/> OUT				4	2 0
Hands clean & properly washed						
9	<input checked="" type="checkbox"/> OUT	N/A	NO		4	2 0
No bare hand contact with RTE foods or pre-approved alternate procedure properly followed						
10	<input checked="" type="checkbox"/> OUT	N/A			2	1 0
Handwashing sinks supplied & accessible						
<b>Approved Source .2653, .2655</b>						
11	<input checked="" type="checkbox"/> OUT				2	1 0
Food obtained from approved source						
12	<input checked="" type="checkbox"/> OUT				2	1 0
Food received at proper temperature						
13	<input checked="" type="checkbox"/> OUT				2	1 0
Food in good condition, safe & unadulterated						
14	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	2	1 0
Required records available: shellstock tags, parasite destruction						
<b>Protection from Contamination .2653, .2654</b>						
15	<input checked="" type="checkbox"/> OUT	N/A	NO		3	1.5 0
Food separated & protected						
16	<input checked="" type="checkbox"/> OUT				3	1.5 0
Food-contact surfaces: cleaned & sanitized						
17	<input checked="" type="checkbox"/> OUT				2	1 0
Proper disposition of returned, previously served, reconditioned & unsafe food						
<b>Potentially Hazardous Food Time/Temperature .2653</b>						
18	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Proper cooking time & temperatures						
19	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Proper reheating procedures for hot holding						
20	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Proper cooling time & temperatures						
21	<input checked="" type="checkbox"/> OUT	N/A	NO		3	1.5 0
Proper hot holding temperatures						
22	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Proper cold holding temperatures						
23	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Proper date marking & disposition						
24	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	3	1.5 0
Time as a Public Health Control; procedures & records						
<b>Consumer Advisory .2653</b>						
25	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A		1	0.5 0
Consumer advisory provided for raw/undercooked foods						
<b>Highly Susceptible Populations .2653</b>						
26	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT			3	1.5 0
Pasteurized foods used; prohibited foods not offered						
<b>Chemical .2653, .2657</b>						
27	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A		1	0.5 0
Food additives: approved & properly used						
28	<input checked="" type="checkbox"/> OUT	N/A			2	1 0
Toxic substances properly identified stored & used						
<b>Conformance with Approved Procedures .2653, .2654, .2658</b>						
29	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A		2	1 0
Compliance with variance, specialized process, reduced oxygen packaging criteria or HACCP plan						

Good Retail Practices						
Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.						
Compliance Status	OUT	CDI	R	VR		
<b>Safe Food and Water .2653, .2655, .2658</b>						
30	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A		1	0.5 0
Pasteurized eggs used where required						
31	<input checked="" type="checkbox"/> OUT				2	1 0
Water and ice from approved source						
32	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A		2	1 0
Variance obtained for specialized processing methods						
<b>Food Temperature Control .2653, .2654</b>						
33	<input checked="" type="checkbox"/> OUT				1	0.5 0
Proper cooling methods used; adequate equipment for temperature control						
34	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	1	0.5 0
Plant food properly cooked for hot holding						
35	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT	N/A	NO	1	0.5 0
Approved thawing methods used						
36	<input checked="" type="checkbox"/> OUT				1	0.5 0
Thermometers provided & accurate						
<b>Food Identification .2653</b>						
37	<input type="checkbox"/> IN	<input checked="" type="checkbox"/> OUT			2	1 0
Food properly labeled: original container						
<b>Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657</b>						
38	<input checked="" type="checkbox"/> OUT				2	1 0
Insects & rodents not present; no unauthorized animals						
39	<input checked="" type="checkbox"/> OUT				2	1 0
Contamination prevented during food preparation, storage & display						
40	<input checked="" type="checkbox"/> OUT				1	0.5 0
Personal cleanliness						
41	<input checked="" type="checkbox"/> OUT				1	0.5 0
Wiping cloths: properly used & stored						
42	<input checked="" type="checkbox"/> OUT	N/A			1	0.5 0
Washing fruits & vegetables						
<b>Proper Use of Utensils .2653, .2654</b>						
43	<input checked="" type="checkbox"/> OUT				1	0.5 0
In-use utensils: properly stored						
44	<input checked="" type="checkbox"/> OUT				1	0.5 0
Utensils, equipment & linens: properly stored, dried & handled						
45	<input checked="" type="checkbox"/> OUT				1	0.5 0
Single-use & single-service articles: properly stored & used						
46	<input checked="" type="checkbox"/> OUT				1	0.5 0
Gloves used properly						
<b>Utensils and Equipment .2653, .2654, .2663</b>						
47	<input checked="" type="checkbox"/> OUT				1	0.5 0
Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used						
48	<input checked="" type="checkbox"/> OUT				1	0.5 0
Warewashing facilities: installed, maintained & used; test strips						
49	<input checked="" type="checkbox"/> OUT				1	0.5 0
Non-food contact surfaces clean						
<b>Physical Facilities .2654, .2655, .2656</b>						
50	<input checked="" type="checkbox"/> OUT	N/A			1	0.5 0
Hot & cold water available; adequate pressure						
51	<input checked="" type="checkbox"/> OUT				2	1 0
Plumbing installed; proper backflow devices						
52	<input checked="" type="checkbox"/> OUT				2	1 0
Sewage & wastewater properly disposed						
53	<input checked="" type="checkbox"/> OUT	N/A			1	0.5 0
Toilet facilities: properly constructed, supplied & cleaned						
54	<input checked="" type="checkbox"/> OUT				1	0.5 0
Garbage & refuse properly disposed; facilities maintained						
55	<input checked="" type="checkbox"/> OUT				1	0.5 0
Physical facilities installed, maintained & clean						
56	<input checked="" type="checkbox"/> OUT				1	0.5 0
Meets ventilation & lighting requirements; designated areas used						
<b>TOTAL DEDUCTIONS: 0</b>						







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2024

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).

<b>PRODUCER</b>  Brian Allen 807 Royall Avenue  Goldsboro NC 275342537	<b>CONTACT NAME:</b> Brian Allen <b>PHONE (A/C, No, Ext):</b> 919-778-2300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brian.allen.vaahil@statefarm.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td></td> <td>25143</td> </tr> <tr> <td>INSURER B : State Farm Mutual Automobile Insurance Company</td> <td></td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : State Farm Fire and Casualty Company		25143	INSURER B : State Farm Mutual Automobile Insurance Company		25178	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> GENTS BOUNTY BBQ LLC 718 BUCK SWAMP RD  GOLDSBORO NC 275308037																					

**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.

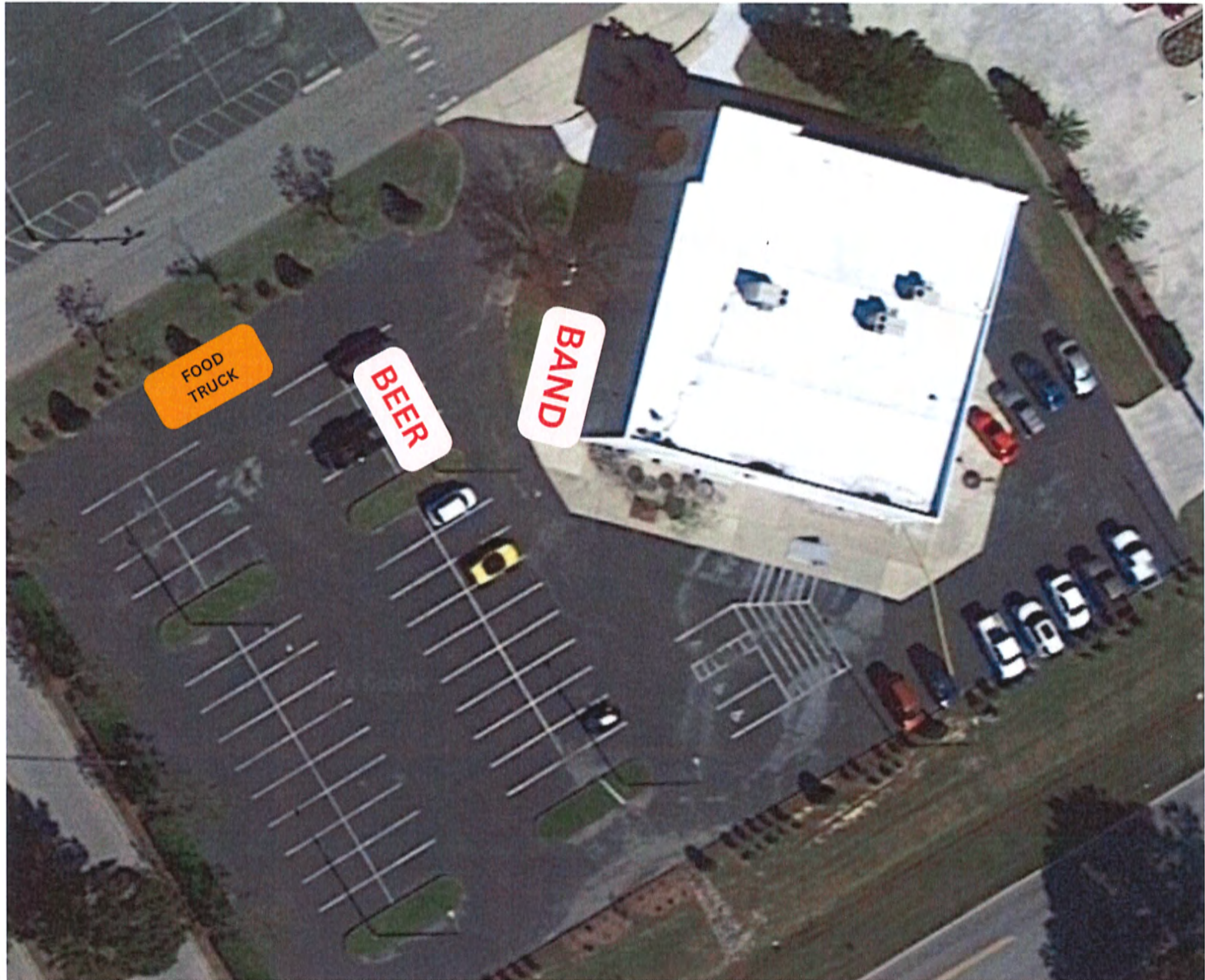
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	93-AP-F122-0	08/15/2023	08/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	N	N	473 0899-E07-33	05/07/2024	11/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	93-LA-1467-5	09/08/2023	09/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

Bulldog Harley-Davidson 1043 Outlet Center Dr  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  This form was system-generated on 06/20/2024
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# Request for Town Council Action

Consent Agenda Item:	Grant Project Ordinance
Date:	08/13/2024

Subject: Grant Project Ordinance for the Town of Smithfield American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

Department: Finance Department

Presented by: Finance Director – Andrew Harris

Presentation: Consent Agenda

Issue Statement: Board approval is needed for the attached budget ordinance to comply with General Statute 159-13.2

### Financial Impact

Approved Budgeted Amount for FY 2024-2025: N/A

Amount of Purchase/Bid/ Contract: N/A

Action Needed: Board approval is needed to comply with General Statutes 159-13.2 related to Grant Project Ordinances

Recommendation: Staff recommends board approve budget ordinance to comply with General Statute 159-13.2

Approved:  Town Manager  Town Attorney

Attachments:

1. Staff Report
2. Grant Project Ordinance (CP-08-2024) for the Town of Smithfield



# Staff Report

Consent Grant  
Agenda Project  
Item: Ordinance

---

Board approval is needed for the attached budget ordinance to comply with general statute 159-13.2 for each project ordinance. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year.

**Grant Project Ordinance for the Town of Smithfield American Rescue Plan Act of 2021:  
Coronavirus State and Local Fiscal Recovery Funds**

**BE IT ORDAINED** by the town council of the Town of Smithfield, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Smithfield (“Town”) has received both payments totaling \$4,138,286 of CSLFRF funds. The total allocation is \$4,138,286. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriate for the project and authorized for expenditure:

<b>Internal Project Code</b>	<b>Project Description</b>	<b>Expenditure Category</b>	<b>Cost Object</b>	<b>Appropriation of ARP / CSLFRF Funds</b>
4100-7400	Storm Drainage - Cedar Drive	6.1	Maintenance	169,952
4100-7401	Heath Properties Condemnation	6.1	Capital Outlay	165,900
5100-7400	Police Patrol Vehicles	6.1	Capital Outlay	191,500
5100-7401	Police Building Expansion	6.1	Capital Outlay	1,047,031
5300-7400	Sanitation Truck	6.1	Capital Outlay	227,987
5800-7400	Real Estate Purchase (Front Street)	6.1	Capital Outlay	315,000
5900-3310	Fire Truck	6.1	Capital Outlay	1,010,580
	Payroll reimbursement (all funds) for period of July 1, 2021 through December 31, 2024	6.1	Salaries and Benefits	1,010,336
<b>TOTAL</b>				<u><u>4,138,286</u></u>

**Section 4:** The following revenues are anticipated to be available to complete the project:

**ARP/CSLFRF Funds**                      \$4,138,286

**Total:**                                      **\$4,138,286**

**Section 5:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town’s Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 6:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 7:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

**Section 8:** This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this the 13<sup>th</sup> day of August, 2024

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M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk







# Request for Town Council Action

Consent Agenda Item:	Project Ordinance Closings
Date:	08/13/2024

Subject: Grant and Capital Project Ordinance Closing for the Town of Smithfield

Department: Finance Department

Presented by: Finance Director – Andrew Harris

Presentation: Consent Agenda Item

Issue Statement: Board approval is needed for the attached budget ordinance closings for the following funds:

- Booker Dairy Road Capital Project
- CDBG – Neighborhood Revitalization Grant Project

### Financial Impact

Approved Budgeted Amount for FY 2024-2025: Transfer of approximately \$457,000 to the Water Sewer Fund from the Booker Dairy Road Capital Project Fund

Amount of Purchase/Bid/ Contract: N/A

Action Needed: Board approval is needed to properly close the two projects

Recommendation: Staff recommends board approve the attached budget ordinance closings

Approved:  Town Manager  Town Attorney

Attachments:

1. Staff Report
2. Capital Project Ordinance Closing for the Booker Dairy Road Capital Project
3. Grant Project Ordinance Closing for CDBG – Neighborhood Revitalization Grant Project
4. CDBG – Neighborhood Revitalization Grant Certificate of Completion



# Staff Report

Consent Project  
Agenda Ordinance  
Item: Closings

---

Board approval is needed for the attached budget ordinance closings for each project ordinance. A grant or capital project ordinance closing formally closes projects in a legal manner.

**Capital Project Ordinance**

**An Ordinance Closing Booker Dairy Road Capital Project**

**Whereas,** Capital Project was adopted by the Town Council of the Town of Smithfield, North Carolina adopted June 20, 2016 as part of the annual budget ordinance for fiscal year ended June 30, 2017 for the purpose of construction of water line relocation and extension.

**Whereas,** \$3,900,000 was appropriated for this project from loan proceeds and transfer from Electric Fund.

**Whereas,** the construction of water line relocation and extension on Booker Dairy Road were completed.

**Whereas,** the remaining cash and cash equivalents of \$457,896 will be budgeted and transferred to the Water Sewer Fund

**Be it ordained** by the Town of Smithfield, that the capital projects listed above are hereby closed.

Adopted this 13<sup>th</sup> day of August, 2024.

---

M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk

**Capital Project Ordinance**

**An Ordinance Closing CDBG-I # 18-C-3076 NR Grant Project**

**Whereas,** grant project was adopted by the Town Council of the Town of Smithfield, North Carolina adopted March 3, 2020 as part of the annual budget ordinance for fiscal year ended June 30, 2017 for the purpose of neighborhood revitalization in the Southeast Smithfield area.

**Whereas,** \$765,221 was appropriated for this project from grant proceeds and transfer from General Fund.

**Whereas,** the Southeast Smithfield area neighborhood revitalization, rehabilitation of residential houses, were completed and the appropriation was spent in full.

**Be it ordained** by the Town of Smithfield, that the grant project listed above are hereby closed.

Adopted this 13<sup>th</sup> day of August, 2024.

---

M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk



**NC DEPARTMENT  
of COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT

Roy Cooper  
GOVERNOR

Machelle Sanders  
SECRETARY

Kenny Flowers  
ASSISTANT SECRETARY

June 27, 2024

The Honorable Andy Moore, Mayor  
Town of Smithfield  
Post Office Box 761  
Smithfield, NC 27577

Subject: Closeout Pending Final Audit  
CDBG-I Number: **18-C-3076 NR**

Dear Mayor Moore:

Congratulations on successfully completing your project. We appreciate your cooperation during this grant program and commend you on your commitment to improving the standard of living for citizens in your community. Our records indicate in the 18-C-3076 NR project, the town expended the entire \$750,000.00 grant award, and completed 10 rehabilitations/private.

This grant is closed pending the receipt and approval of the town's audit for the fiscal year ending **June 30, 2024**. Any findings noted in that audit will be the responsibility of the town. Enclosed is a copy of the Certificate of Completion for your files.

We congratulate you once again and look forward to working with you in the future.

Sincerely,

Valerie D. Moore Fegans  
Director  
Community Development Block Grant Program

VDMF/AAB

Enclosure

cc: Michael Scott, Town Manager, Town of Smithfield  
Skip Green, Project Administrator, Skip Green and Associates, Inc.  
Toni Moore, Finance and Administration Services Manager  
Arnetta Adams-Brown, Grants Management Representative, NC Department of Commerce



## CERTIFICATE OF COMPLETION

1. Grantee: Town of Smithfield  
 3. Project Name: Southeast Smithfield Neighborhood Rev

2. Grant Number: 18-C-3076  
 4. Project Number: C-1

5. Final Statement of Costs				
Program Activity Categories (a)	To Be Completed by Recipient		Total Costs (Col. b + c) (d)	To Be Completed by DOC
	Paid Costs (b)	Unpaid Costs (c)		Approved Total Costs (e)
	a. Acquisition	\$0.00		
b. Disposition	\$0.00		\$0.00	
c. Public facilities and improvements				
(1) Senior and handicapped centers	\$0.00		\$0.00	
(2) Parks, playgrounds and recreation facilities	\$0.00		\$0.00	
(3) Neighborhood facilities	\$0.00		\$0.00	
(4) Solid waste disposal facilities	\$0.00		\$0.00	
(5) Fire protection facilities and equipment	\$0.00		\$0.00	
(6) Parking facilities	\$0.00		\$0.00	
(7) Street improvements	\$0.00		\$0.00	
(8) Flood and drainage improvements	\$0.00		\$0.00	
(9) Pedestrian improvements	\$0.00		\$0.00	
(10) Other public facilities	\$0.00		\$0.00	
(11) Sewer improvements	\$0.00		\$0.00	
(12) Water improvements	\$0.00		\$0.00	
d. Clearance activities	\$28,900.00		✓ \$28,900.00	28,900.00
e. Public services	\$0.00		\$0.00	
f. Relocation assistance	\$0.00		\$0.00	
g. Construction, rehab. and preservation activities				
(1) Construction or rehab. of com. & indust. bldgs.	\$0.00		\$0.00	
(2) Rehabilitation of privately owned buildings	\$646,100.00		✓ \$646,100.00	646,100.00
(3) Rehabilitation of publicly owned buildings	\$0.00		\$0.00	
(4) Code enforcement	\$0.00		\$0.00	
(5) Historic preservation	\$0.00		\$0.00	
h. Development financing				
(1) Working capital	\$0.00		\$0.00	
(2) Machinery and equipment	\$0.00		\$0.00	
i. Removal of architectural barriers	\$0.00		\$0.00	
j. Other activities	\$0.00		\$0.00	
k. Subtotal	\$675,000.00		✓ \$675,000.00	675,000.00
l. Planning	\$0.00		\$0.00	
m. Administration	\$75,000.00		✓ \$75,000.00	75,000.00
n. Total	\$750,000.00		\$750,000.00	750,000.00
o. Less: Program Income Applied to Program Costs			\$0.00	
p. Equal: Grant Amount Applied to Program Costs	\$750,000.00		✓ \$750,000.00	750,000.00

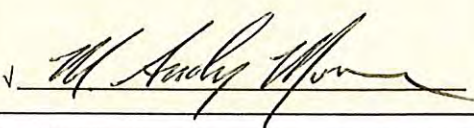
6. Computation of Grant Balance			
Description (a)	To Be Completed By Recipient		To Be Completed By DOC
	Amount (b)		Approved Amount (c)
(1) Grant Amount Applied To Program Costs (From Line p)	\$750,000.00		750,000.00
(2) Estimated Amount For Unsettled Third - Party Claims	\$ -		
(3) Subtotal	\$750,000.00		750,000.00
(4) Grant Amount Per Grant Agreement	\$ 750,000.00		750,000.00
(5) Unutilized Grant To Be Canceled (Line 4 Minus Line 3)			
(6) Grant Funds Received	\$ 750,000.00		750,000.00



(7) Balance of Grant Payable (Line 3 Minus Line 6)*			
* If Line 6 exceeds Line 3, enter the amount of the excess on Line 7 as a negative amount. This amount shall be repaid to DOC by check, unless DOC has previously approved use of these funds.			
<b>7. Program Income</b>			
a) Amount of existing program income:		\$0.00	
b) Amount of anticipated program income:		\$0.00	
c) If program income exists or is anticipated, describe the proposed application(s):			
Not applicable.			

<b>8. Unpaid Costs and Unsettled Third Party Claims</b>	
Are there any unpaid costs or unsettled third party claims against the recipient's grant? Type "yes" or "no."	No
If yes, in the box below describe the circumstances and amounts involved.	

<b>9. Remarks (For REDD Use Only)</b>	
<input type="checkbox"/>  <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Please note that all financial records, supporting documents and other records pertinent to the community development program must be retained for a minimum of five (5) years from the date of this letter.</p> <p>This grant is closed pending receipt and approval of your final audit by the Rural Economic Development Division (REDD).</p> <p>Town City County</p>

<b>10. Certification of Recipient</b>		
It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.		
Date	Typed Name and Title of Recipient's Authorized Representative	Signature of Recipient's Authorized Representative
April 2, 2024	Andy Moore <small>(Name)</small> <hr/> Mayor <small>(Title)</small>	

<b>11. DOC Approval</b>	
This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$ <u>0</u> , less \$ <u>0</u> previously authorized for cancellation	

(from Section 6, line 6, page 1).

Date	Typed Name and Title of DOC Authorized Representative	Signature of DOC's Authorized Representative
6/27/2020	<del>Iris Payne</del> Director Valerie Fegans	✓ Valerie Fegans





# Request for City Council Action

Consent  
Agenda  
Item: Budget  
Amendments  
Date: 08/13/24

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Subject: Budget Amendments  
Department: Finance Department  
Presented by: Finance Director – Andrew Harris  
Presentation: Consent Agenda Item

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Issue Statement - Year-end budget amendments are often required to balance departmental and fund budgets. An explanation is provided with the proposed budget amendment. All budget changes can be accomplished using dollars in capital project funds that were previously not properly closed out.

Financial Impact – Additional funding for the Water Sewer Fund for the (Non-GAAP) budgetary basis. Budget amendments allocated unused capital project dollars that were not properly closed out.

Action Needed – Separate Board approval is required for the budget ordinance amendment.

Recommendation – Staff recommends board approve the attached Budget Amendments

Approved:  Town Manager  Town Attorney

#### Attachments

1. Staff Report
2. Amendment to Budget Ordinance
3. Budget Amendment Attachment A (Water Sewer Fund)
4. Budget Amendment Attachment B (Booker Dairy Road Capital Project Fund)



# Staff Report

Consent  
Agenda  
Item: Budget  
Amendments

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Year-end budget amendments are often required at year end to balance departmental budgets and / or funds, or to carry over funds for ongoing projects and purchase orders. An explanation is provided with the proposed budget amendment. All budget changes are accomplished using dollars in capital project funds that were previously not properly closed out.

Budget amendments are sometimes the result of unforeseen circumstances that previously was not addressed or additional needs brought before council. No fund balance appropriations were needed.

**AMENDMENT TO BUDGET ORDINANCE**

**TOWN OF SMITHFIELD**

**BE IT ORDAINED** by the Town Council of the Town of Smithfield, North Carolina, that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2025:

**Section 1:** To amend the Water Sewer Fund, the appropriations and estimated revenues are to be changed as follows:

**See Attachment A**

**Section 2:** To amend the Booker Dairy Road Capital Project Fund, the appropriations and estimated revenues are to be changed as follows:

**See Attachment B**

The finance office has determined that the Booker Dairy Road Capital Project Fund was not properly closed out. The finance office noted that loan proceeds may have been spent in the Electric Fund Capital Project Fund and the Water Sewer Capital Project Fund without proper transfers of loan proceeds. Thus leaving a cash balance in the Booker Dairy Road Capital Project Fund of \$457,896. This final transfer will zero out and properly close the fund.

**Section 3:** Copies of the budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Adopted** this 13th day of August 2024 by the Smithfield Town Council.

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M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk

**Attachment A**

<u>Acct #</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
<b>Revenues:</b>			
30-75-3870-3870-0044	Transfer from Booker Dairy Rd		457,896
30-71-3900-3900-0000	Fund Balance Appropriated	150,000	
30-71-3500-3525-0020	Sewer Capacity Fee		37,950
<b>Expenditures:</b>			
30-00-9990-5300-0000	Contingency		196,500
30-71-7220-5300-4500	Sewage Treatment		149,346
<b>Check:</b>			
<u>Revenues</u>		<u>150,000</u>	<u>495,846</u>
Expenditures		-	345,846
Totals		150,000	150,000

-

**Attachment B**

<u>Acct #</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
<b>Revenues:</b>			
44-71-3980-7200-0000	Loan Proceeds	168	-
<b>Expenditures:</b>			
44-76-7220-5970-9030	Transfer to Water Sewer Fund	-	457,896
44-71-7220-5700-4501	Engineering	38,948	-
44-71-7220-5700-7310	Construction	418,780	-
<b>Check:</b>		<b>Decrease</b>	<b>Increase</b>
<hr/>		<hr/>	<hr/>
Revenues		168	-
Expenditures		457,728	457,896
Totals		457,896	457,896
			-





# Request for Town Council Action

Consent Agenda Item:  
Amend Fee Schedule  
Date: 08/13/2024

Subject: Amend the Approved Fee Schedule to Include the County Sewer Capacity Fee

Department: Public Utilities

Presented by: Public Utilities Director – Ted Credle

Presentation: Consent Agenda Item

## Issue Statement

To comply with EPA regulations, the Town engaged a consulting firm to develop a Lead Service Line Material Inventory for the Town water service area. Although this task is nearing completion, further regulations require the Town to develop a more in-depth plan to replace all lead service lines by 2034. To aid the Town through the plan development, the consultant has offered an agreement to satisfy all EPA requirements.

## Financial Impact

There is no impact, or expense, resulting from this action. This action will amend the approved Smithfield Fee Schedule to incorporate the Johnston County Sewer Capacity Fee into the Town Fee Schedule.

## Action Needed

Approve the Amended Fee Schedule

## Recommendation

Staff recommends the Council to approve the amended fee Schedule to incorporate the Johnston County Sewer Capacity Fee into the Town Fee Schedule

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Approved Sewer Contract
3. Proposed Amended Fee Schedule



# Staff Report

Consent Amend  
Agenda Fee  
Item: Schedule

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In September of 2023, the Town Council ratified the new sewer agreement with Johnston County. Part of this agreement allowed the Town to charge the County sewer capacity fee to new developments in Smithfield, on behalf of the County. To that end a statement was prepared to add to the Fee Schedule for FY 2024-2025. The statement was accidentally omitted and needs to be incorporated into the Fee Schedule. The statement is:

“In accordance with 2023 Session Law; SB 673: N.C.G.S.162A-201(9) - The Town will also impose a one-time fee to reflect the County Sewer Capacity Fee, charged to new system users. This amount of the fee is published in the Johnston County Fee Schedule, annually.”

Staff is asking the Council to approve the amended Town Fee Schedule to incorporate the Johnston County Sewer Capacity Fee.

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STATE OF NORTH CAROLINA

BULK WASTEWATER AGREEMENT

JOHNSTON COUNTY

This BULK WASTEWATER AGREEMENT (hereafter "Agreement") is entered into this the 18<sup>th</sup> day of September, 2023, by and between Johnston County, North Carolina, a body corporate and politic and a political subdivision of the State of North Carolina (hereafter the "County"), and the Town of Smithfield, North Carolina, a body corporate and politic and a political subdivision of the State of North Carolina (hereafter the "Town") (collectively, the "Parties");

WITNESSETH

WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina provides that two or more local government units may enter into an interlocal agreement to cooperate in the provision of wastewater collection, transmission and treatment services with an interlocal agreement; and

WHEREAS, the Parties recognize that treatment of wastewater is important to ensuring a clean and healthy environment and that there exists a limited and finite capacity in the Neuse River to assimilate wastewater discharge; and

WHEREAS, the County operates and manages a wastewater collection system and treatment facilities located within its boundaries, and has established a Department of Public Utilities for the purpose of operating and managing the system facilities; and

WHEREAS, to provide the best long-term approach to ensure a clean and healthy environment, the County has developed the Johnston County Public Utilities Capital Improvements Plan (CIP) which includes system-wide planning for wastewater transmission and treatment to serve the County's retail and bulk customers; and

WHEREAS, the County owns and operates the Central Johnston County Regional Wastewater Treatment Facility (the "Central Facility") which discharges into the Neuse River under NPDES permit no. NC0030716; and

WHEREAS, the County has under construction the 210 Wastewater Treatment Facility (the "210 Facility") which will discharge into the Neuse River under NPDES permit no. NC0030716; and

WHEREAS, the County operates the Johnston County Wastewater Collection System, which operates under permit no. WQCS00060, and the Town operates the Smithfield Wastewater Collection system which operates under permit no. WQCS00270; and

WHEREAS, the County currently provides bulk wastewater transmission and treatment services to the Town in accordance with the "Declaration of Joint Venture" between the County of Johnston, Town of Smithfield, Town of Selma, West Smithfield Sanitary District, Town of Pine Level and Town of Four Oaks dated November 13, 1979; and

WHEREAS, the County and Town have agreed to enter into this interlocal agreement to specify the bulk wastewater transmission and treatment services to be allocated to the Town at no additional cost (the "Initial Capacity Allocation"), and to specify the terms and conditions under which the County will provide additional bulk wastewater transmission and treatment services ("Additional Capacity Allocation") to the Town; and

WHEREAS, in order for the County to receive Additional Capacity Allocation from the Town in the future, transmission and treatment improvements to the County's system are necessary, and the County agrees to complete the necessary improvements in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, as well as other mutual consideration that both Town and County agree is sufficient, the Parties hereto, intending to be legally bound hereby, agree as follows:

#### **ARTICLE 1 - PURPOSE**

The Purpose of this Agreement is to set forth the terms and conditions of agreement between Town and County regarding bulk wastewater transmission and treatment services provided by County to Town.

## ARTICLE 2 - CAPACITY ALLOCATION

2.1 Initial Allocation. Subject to the terms, conditions and limitations contained in this Agreement, the County shall accept wastewater from the Town for transmission to and treatment at the appropriate County wastewater treatment plant as determined by the County. For the purposes of this Agreement, the wastewater transmission and treatment capacity that the County is to reserve for the Town pursuant to this Agreement shall be referred to as "Capacity Allocation."

- A. The County previously reserved for the Town's exclusive use, at no cost to the Town, an Initial Capacity Allocation in the amount of 2.676 MGD. The amount of the Initial Capacity Allocation is based on the highest yearly average flow received by the County from the Town in the five-year period between 2016 and 2021 (2.627 MGD) and the allocated flow for the Johnston County Detention Center of 0.049 MGD, which all together constitute the 2.676 MGD Initial Capacity Allocation.
- B. The County shall not be obligated to reserve for the Town more than the 2.676 MGD Initial Capacity Allocation until such time as the Town requests, and the County approves, Additional Capacity Allocation in accordance with paragraph 2.2 below.

2.2 Additional Capacity Allocation.

- A. Available Flow to Towns. As of the effective date of this Agreement, the current wastewater treatment capacity in the County's treatment systems which is available for allocation ("Current Available Flow") is 1.8 MGD. The parties agree that sixty percent (60%) of the Current Available Flow (1.08) MGD is available for Additional Capacity Allocation according to the terms and procedures set out herein to Town of Smithfield, Town of Selma, Town of Pine Level, and Town of Four Oaks (sometimes referred to as "the Towns") as of the effective date of this Agreement. Future divisions of Future Available Flow available for Additional Capacity allocation to Town of Smithfield, Town of

Selma, Town of Pine level, and Town of Four Oaks shall be calculated as sixty percent (60%) of future wastewater treatment capacity in the County's wastewater treatment systems permitted to County after the date of this agreement ("Future Available Flow"). Nothing in this paragraph prohibits the County, in its reasonable discretion, from allocating Additional Capacity Allocation to a Town from County's available wastewater capacity in the County's wastewater treatment systems when the County determines a Town has need for Additional Capacity Allocation.

B. Withhold Available Flow. Notwithstanding the foregoing paragraph 2.2(A), County reserves the right to withhold the Current Available Flow or Future Available Flow (collectively referred to as "(Available Flow)") from Additional Capacity Allocation to Town if: (i) the Available Flow is necessary to ensure ongoing compliance with governmental regulations and state and federal laws; or (ii) Town fails to acquire an Additional Capacity Allocation of its Available Flow as requested by the County upon 120 days' notice from County. If Town acquires an Additional Capacity Allocation of its Available Flow as requested by County under this paragraph, County shall allow Town to pay for the Additional Capacity Allocation in four equal installments over a two-year period, with the first payment to be made within 120 days of the notice from the County.

C. Additional Capacity Allocation Purchase. Upon written request from Town to acquire Additional Capacity Allocation, County shall reserve for the exclusive use of Town Capacity Allocation in addition to the Initial Capacity Allocation ("Additional Capacity Allocation") provided that the requested amount of Additional Capacity Allocation is available in the transmission and treatment system at the time of the request and the applicable bulk capacity fees are paid. Installment payments of bulk capacity fees are not available for Additional Capacity Allocation acquired under this paragraph. Requests from Town to

County for Additional Capacity Allocation shall not be unreasonably withheld and shall be consistent with 2.2(A) above. Additional Capacity Allocation shall be reserved upon Town's payment of the County's bulk capacity fee effective at the time of payment, as adopted by the Johnston County Board of Commissioners. All Additional Capacity Allocation approved for Town shall be subject to the applicable terms and limitations set forth in this Agreement. The sum of the Initial Capacity Allocation and any Additional Capacity Allocation is referred to herein as the "Total Capacity Allocation."

- i The amount of Total Capacity Allocation used by Town shall be measured at the end of each calendar year as the average daily flow over the previous twenty-four (24) months, plus committed paper flow. When the 24 month average daily flow for any two calendar years combined with the committed paper flow exceeds the Total Capacity Allocation, Town agrees to purchase Additional Capacity Allocation in accordance with paragraph 2.2(C) above.
- ii For purposes of this provision, committed paper flow shall mean flow that County has approved on a flow tracking for sewer extension application submitted to the N.C. Department of Environmental Quality that is not yet tributary and flowing to the County's collection system.
- iii The total average daily flow received into the County's transmission and treatment system from the Town of Smithfield for 2021 and 2022 was 1.817 MGD.
- iv As of the effective date of this Agreement there is 0.4497 MGD of committed paper flow.

iii. County staff shall work with Town staff on a yearly basis at the beginning of each calendar year to update and reconcile committed paper flow and total average daily flow for purposes of this Agreement.

D. County shall provide Additional Capacity Allocation to Town and will not charge bulk capacity fees to Town for any flow created from County owned government building projects constructed after the effective date of this Agreement which are located in the Town's sewer service area. Town shall not charge system development fees to County for the Additional Capacity Allocation pursuant to this paragraph.

### **ARTICLE 3 - CONSTRUCTION OF COUNTY SYSTEM UPGRADES**

3.1 Design and Construction of Upgrades. The County shall design and construct at no cost to the Town the 210 Facility, the Buffalo Creek WWPS upgrades, the Selma/Pine Level flow diversion and the Selma EQ WWPS flow diversion in order to receive additional flow from the Town along the Buffalo Creek and Buffalo Road Interceptors. Upon completion of the Selma/Pine Level flow diversion and the Selma EQ WWPS flow diversion project, it is the intent of County for the Buffalo Creek Interceptor, Buffalo Road Interceptor, and Buffalo Creek Wastewater Pump Station/Force Main to be used primarily for transmission of flow from Town to County. As long as County continues to own, operate, and maintain the transmission assets as identified in the attached Exhibit A, it reserves the right to utilize these assets as reasonably needed to provide system redundancy and meet service commitments. Any sewer permits issued with flow to be received by downstream facilities with insufficient sewer capacity that are issued prior to the completion of the necessary downstream facilities shall prohibit flow from entering the collection system until such time as these improvements are complete. The County shall not Approve Additional

Capacity Allocation or accept payment for allocation that exceeds capacity under design in any downstream facility.

- 3.2 Sanitary Sewer Overflow. In the event of a sanitary sewer overflow determined to result solely from flow from the Town, which meets or exceeds three times the average daily flow capacity assigned to this location, the County reserves the right in its discretion to assess penalties equal to any penalties assessed to the County by NC DEQ for the specific incident.

#### **ARTICLE 4 - TOWN'S FUTURE WASTEWATER DEMAND**

- 4.1 Town to Assess Demand. Beginning 2023, and every two years thereafter, the Town shall assess its demand projections for future projected Additional Capacity Allocation needs based on a 10-year projection period. The Town shall present such projection to the County along with any potential projects or future plans and projections requiring Additional Capacity Allocation. The parties understand that demand projections are best preliminary estimates for planning purposes and actual demand may vary. The County will endeavor to incorporate demand projections in its utility capital improvements planning.

- 4.2 County Approval of Flow Increases. Prior to permitting and construction of any upgrades or improvements to the Town's wastewater collection system that will increase the flowrate of wastewater to the County's wastewater collection system in a manner which may cause sewer overflow in the County's wastewater collection system and which could result in fines or penalties to the County from NCDEQ or cause more than a de minimis slow down in the County's wastewater transmission and treatment facilities, the increase in flowrate must be approved by the County. The County's approval of such flow increases will not be unreasonably withheld.

#### **ARTICLE 5 - OWNERSHIP, OPERATION AND MAINTENANCE**

- 5.1 County Operations. The County shall own, operate and control the Central Facility and the 210 Facility (the "Wastewater Treatment Facilities"), the Buffalo Creek Interceptor, the Buffalo Road

Interceptor, the Buffalo Creek WWPS and force main, the Neuse River Interceptor, the Rosewood Interceptor, the Wilson Street Interceptor, and all transmission facilities from these points of Town connection to the Wastewater Treatment Facilities.

- A. The County shall operate facilities transmitting wastewater from these facilities to the County's Wastewater Treatment Facilities in accordance with the County's collection system permit (WQCS00060).
- B. The County shall treat and discharge wastewater received from the Town in accordance with the requirements of the County's NPDES permit (NC0030716).

5.2 Town Operations. The Town shall be responsible for operation and maintenance of its wastewater collection system. The Town shall be responsible for rate setting and the collection of fees for any existing or new service connections to its collection system.

#### **ARTICLE 6 - FLOW METERING AND BILLING**

6.1 Monthly Billing. The County shall charge the Town a bulk commodity rate for the Town's Capacity Allocations pursuant to this Agreement, which may be adjusted annually with 90 days prior written notice to the Town. The bulk commodity rate shall be adopted by the Johnston County Board of Commissioners. The bulk commodity rate as of September 1, 2022 is \$0.73 per 1,000 gallons for transmission and \$3.31 per 1000 gallons for treatment. Effective September 1, 2023, the bulk commodity rate shall be \$0.77 per 1,000 gallons for transmission and \$3.45 per 1,000 gallons for treatment.

- A. The County shall consult with a third party to calibrate all meters used for billing semi-annually. The Town shall have access to the meters and any meter reading data, upon request.



B. The County shall invoice the Town by the 15<sup>th</sup> day of each month for the previous month's services based on total wastewater received from the Town of Smithfield.

6.2 Payment. The Town shall pay the County all amounts due under Paragraph 6.1 within thirty (30) days from receipt of the County's monthly invoice.

#### ARTICLE 7 - RELEASE OF CAPACITY ALLOCATION

7.1 Town's Request for Release. Upon written request by the Town, the County shall consider releasing to the Town unused Total Capacity Allocation, subject to the following terms and conditions.

A. The amount of Total Capacity Allocation requested to be released shall exceed 5% of the Town's Total Capacity Allocation at the time of the request.

B. If the Total Capacity Allocation requested to be released is assigned by the Town to a development project with an approved sewer permit from the State of North Carolina, the Town must have the State permit voided and provide the County documentation that it is void.

C. Approval of a requested release of Total Capacity Allocation shall be within the discretion of the County. The County shall not unreasonably withhold a requested release that complies with conditions A. and B. immediately above.

D. If the County approves the requested release, it shall pay the Town the amount of the capacity fee that the Town paid for the amount of Total Capacity Allocation that is released or the amount of the capacity fee that the Town paid for the amount of Total Capacity Allocation plus an average inflation rate minus depreciation that is released, whichever amount is greater, within thirty (30) days of County's approval.

## ARTICLE 8 - ADDITIONAL REQUIREMENTS

8.1 Limitation of Wastewater. Wastewater delivered to the County pursuant to this Agreement shall be residential and domestic in nature and shall not include discharges from Significant Industrial Users (SIU) unless approved by the County. Approval by the County shall be based on whether said discharges comply with the County's Industrial Pretreatment Program and any SIU seeking approval from the County shall comply with the County's Industrial Pretreatment Program. The County reserves the right to review discharges from commercial or institutional dischargers to determine whether they are domestic or industrial in nature.

8.2 Sewer Use Ordinance. The Town shall maintain a Sewer Use Ordinance (SUO) substantially consistent with the "Johnston County Sewer Use Ordinance" for all flow sent to the County for transmission and treatment. The Town's SUO shall include local wastewater discharge concentration limits, prohibitions, and other conditions that are as protective or more protective than the County's SUO. To the extent violations of the SUO are caused by Town SIUs that result in fines and penalties to County from state or federal agencies from which the Town is unable to collect fines and penalties as a result of bankruptcy of the Town's SUI, said fine or penalty shall be split between the Town and the County equally.

A. In the event that the County proposes to amend the Johnston County Sewer Use Ordinance or adopt or amend any other resolutions affecting wastewater treatment service to the Town, the County shall notify the Town at least sixty (60) days in advance of adoption of the proposed ordinance or resolution. The Town agrees to manage the wastewater sent to the County pursuant to this Agreement in substantial compliance with such amendment or resolution as of its effective date.

B. The County shall include in its Industrial Pretreatment Program all SIU's that are retail customers of the Town.

8.3 Infiltration/Inflow. The Town shall minimize inflow and infiltration into its collection system and shall implement an inflow and infiltration reduction program. The parties recognize that inflow and infiltration may occur in wastewater collection systems, including wastewater pipelines owned by County and Town that are located in flood zones, and given the manner of connection between the County and Town wastewater collection systems it is difficult to determine from where the inflow and infiltration may occur. In the event the daily flow discharged from the Town into the County's system, including inflow and infiltration, meets or exceeds three (3) times the average daily flow, the County, at its discretion, may assess fines or penalties equal to any fines or penalties assessed to the County by NC DEQ related to sewer overflow determined to result solely from flow from the Town.

#### ARTICLE 9 - GENERAL PROVISIONS

- 9.1 Regulations. Both Town's and County's obligations hereunder shall be subject to such restrictions, limitations and prohibitions, as may be applicable, as a result of contracts or agreements with, or lawful rules and regulations promulgated by, and State or Federal Department or Agency have jurisdiction over the Town or County, and their operation of their respective wastewater systems.
- 9.2 Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.
- 9.3 Force Majeure. It shall not be considered a breach of this contract and neither the Town nor the County shall not be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the Town or County, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster,

tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of the Town or County. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

9.4. Method of Amendment. This Agreement may be amended by the parties by Resolution approving the amendment adopted by each of their respective boards. Amendments shall be made in writing and shall be deemed incorporated into this Agreement if attached to the original and executed with the formalities required by law as an amendment hereto.

9.5. Parity. The parties recognize that County is currently negotiating or has negotiated Bulk Wastewater Agreements with the Town of Selma, Town of Four Oaks and Town of Pine Level. County intends to provide Additional Capacity Allocation and bulk wastewater transmission and treatment services for which it agrees in this Agreement in the same or similar manner as Town of Selma, Town of Four Oaks and Town of Pine Level. County agrees that should it enter into a bulk wastewater capacity agreement with Town of Selma, Town of Four Oaks, or Town of Pine Level that provides enhancements in material terms related to the purchase of Additional Capacity Allocation or bulk transmission and treatment services that exceed those contained in this Agreement, the County will offer the same or similar terms to the Town.

9.6. Unenforceability. If any provision of this Interlocal Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of this Interlocal Agreement shall continue in full force and effect.

9.7. Failure to Enforce. The failure of either party to enforce at any time any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any party hereof, or affect the right of such party thereafter to enforce each and every such provision.

- 9.8 Headings. The descriptive headings of the various sections of this Agreement are inserted for convenience only and shall not restrict or modify the terms and provisions hereof.
- 9.9 Transfer or Assignment. Neither the Town nor the County may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without prior written approval from the other party.
- 9.10 Governing Law. This Interlocal Agreement is made in Johnston County, shall be governed by and construed in accordance with the law of the State of North Carolina and the forum for any litigation shall be Johnston County.
- 9.11 Survival and Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns, provided that the rights and obligations set forth herein may not be assigned without the written agreement of the other party to amend this Interlocal Agreement, which said agreement shall not be unreasonably withheld.
- 9.12 Execution in Counterparts. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 9.13 Term of Agreement. The term of this Agreement shall be for fifty (50) years, unless sooner terminated or modified as provided herein. This Agreement shall be automatically renewed in unlimited five (5) year increments. Either party may terminate this Agreement for convenience during the term of this Agreement upon at least ten (10) years advance written notice to the other. The parties agree that termination of this Agreement for convenience shall: (i) not prohibit the Town from acquiring Additional Capacity Allocation during the notice period pursuant to Article 2 of this Agreement, (ii) not revoke the Town's Total Capacity Allocation received pursuant to this Agreement, and (iii) the Town shall continue to pay bulk commodity rates to the County

for the Total Capacity Allocation pursuant to Article 6 of this Agreement. The parties may terminate this Agreement for any material default or breach by the other upon 120 days' written notice to the other describing any alleged default or breach and providing sixty (60) days to cure the alleged default(s) or breach(es); however, County shall not revoke Town's Total Capacity Allocation received pursuant to this Agreement so long as Town continues to pay bulk commodity rates to County for the Total Capacity Allocation pursuant to Article 6 of this Agreement. No Additional Capacity Allocation may be acquired by Town from County upon termination of this Agreement for any material default or breach, except as may be ordered by a court of competent jurisdiction or written mutual agreement by the parties. Any provision of this Agreement that expressly or by implication comes into or remains in force following the termination of this Agreement shall survive such termination.

9.14 Entirety of Agreement. This Agreement reflects the complete understanding of the Parties and constitutes their entire agreement with respect to their respective rights and obligations in connection with the subject matter hereof, superseding all prior negotiations, representations, contracts, agreements, promises, understandings and statements concerning the subject matter. Provided, however, that nothing in this Agreement shall be deemed or construed to limit, expand, alter or otherwise affect any of the Parties' existing rights or obligations under any other contract, agreement, arrangement or under general law.

9.15 Notice. Any notices provided for herein shall be in writing and shall be deemed delivered (a) three days after being sent by certified mail, return receipt requested postage prepaid to, or (b) when personally served upon the below named individuals or their designees or successors at the indicated addresses:

Town of Smithfield  
Mayor  
Mayor Pro Tem  
Councilmember At Large

Johnston County  
Chairman  
PO Box 1049  
207 E. Johnston Street

Councilmember At Large  
Councilmember District 1  
Councilmember District 2  
Councilmember District 3  
Councilmember District 4  
PO Box 761  
350 E Market Street  
Smithfield, NC 27577

Smithfield, NC 27577

9.16 Amendment. This Agreement may not be amended orally, but only by a written document signed by both parties.


IN TESTIMONY WHEREOF, The Board of Commissioners of Johnston County has caused this Interlocal Agreement to be executed in its name by its Chairman, as attested by its Clerk as evidenced by the affixing of the office seal of the County by its Clerk all pursuant to authority of its Board of Commissioners duly given; and the Town of Smithfield has caused this Interlocal Agreement to be executed in its name by its Mayor, attested by its Clerk and its corporate seal hereunto affixed, all by Resolution duly entered by the Town Council of the Town of Smithfield: all on this the day and year first above written. This Interlocal Agreement is executed in two (2) originals, one of which shall be retained by each of the parties hereto.

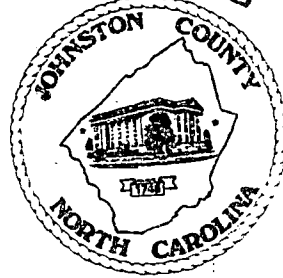
JOHNSTON COUNTY

BY:

  
R.S. "Butch" Lawter, Jr., Chairman

ATTEST:

  
Dana G. Cuddington, Clerk to County Commission

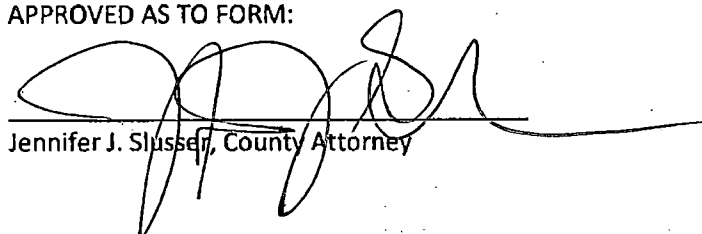


SEAL:

This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act" to assure compliance with NCGS 159-28.

  
J. Chad McLamb, Johnston County Finance Officer

APPROVED AS TO FORM:

  
Jennifer J. Slusser, County Attorney



TOWN OF SMITHFIELD

BY:

M. Andy Moore  
M. Andy Moore, Mayor

ATTEST:

Shannan Parrish

Shannan Parrish, Town Clerk

SEAL:



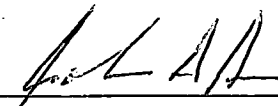
This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act" to assure compliance with NCGS 159-28.

Greg Siler  
Greg Siler, Town Budget Officer


APPROVED AS TO FORM

Robert A. Spence, Jr.  
Robert A. Spence, Jr., Town Attorney

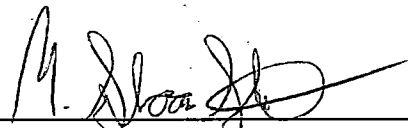
TOWN OF SMITHFIELD

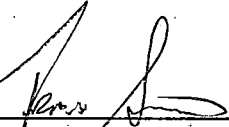
BY:   
John A. Dunn, Mayor Pro-Tem, Town Council Member

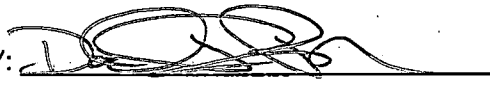
BY: Stephen C. Rabil  
Stephen Rabil, At-Large, Town Council Member

BY:   
Roger A. Wood, At-Large, Town Council Member

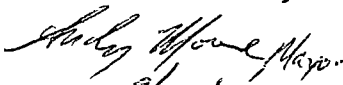
BY: \* See Note  
Marlon Lee, District 1, Town Council Member

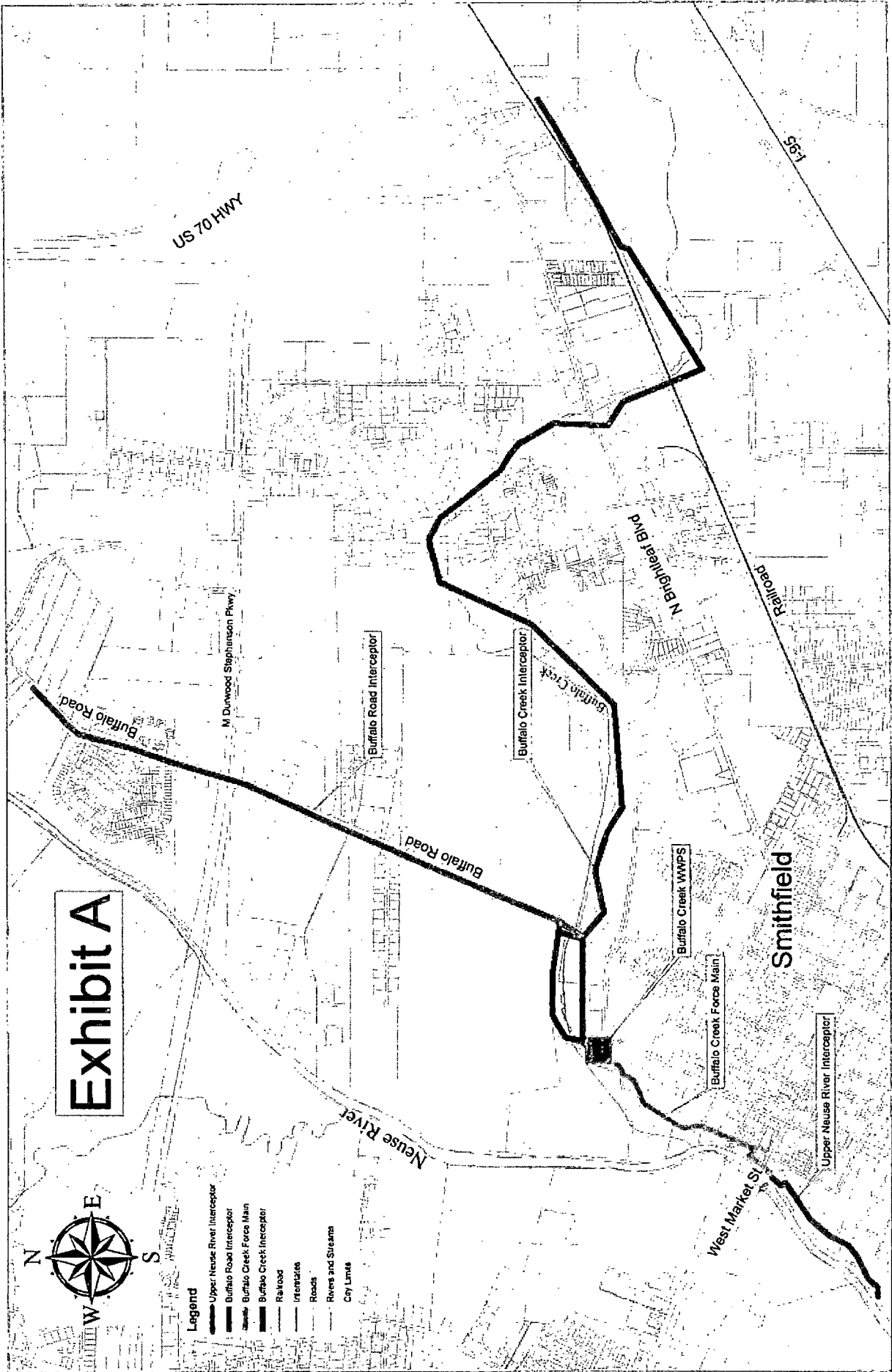
BY:   
Sloan Stevens, District 2, Town Council Member

BY:   
Travis Scott, District 3, Town Council Member

BY:   
Dr. David Barbour, District 4, Town Council Member

\* Note: Signature not needed. The contract was voted on and approved by the Smithfield Town Council on 9/13/2023. Councilman Lee was afforded the opportunity to sign the contract.

  
9/20/23



**Water Tap Fees** (Base fee)

Meter Size	In Town	Out of Town
3/4 "	\$ 700.00	\$ 1050.00
1 "	\$ 745.00	\$ 1120.00
1 – 1/2 "	\$ 1840.00	\$ 2760.00
2 "	\$ 1900.00	\$ 2850.00
4 "	Cost figured at time of application	Cost figured at time of application
6 "	Cost figured at time of application	Cost figured at time of application

**System Development Fees**

Meter Size	Water	Sewer	Total Fee
5/8 "	\$ 420.00	\$ 230.00	\$ 650.00
3/4 "	\$ 650.00	\$ 350.00	\$ 1,000.00
1 "	\$ 1100.00	\$ 600.00	\$ 1,700.00
1 – 1/2 "	\$ 2200.00	\$ 1200.00	\$ 3,400.00
2 "	\$ 3500.00	\$ 1900.00	\$ 5,400.00
4 "	\$ 11000.00	\$ 6000.00	\$ 17,000.00
6 "	\$ 22000.00	\$ 12000.00	\$ 34,000.00

In accordance with 2023 Session Law; SB 673: N.C.G.S.162A-201(9) - The Town will also impose a one-time fee to reflect the County Sewer Capacity Fee, charged to new system users. This amount of the fee is published in the Johnston County Fee Schedule, annually.

**Irrigation (using split yoke)**

3/4" (requires meter set).....	\$200.00
Other .....	Actual Cost plus 10% + meter set

**Fire Sprinkler Fees**

<u>Size Connection</u>	<u>Monthly Fee</u>	<u>Service</u>	<u>Rate</u>
6"	\$10.00	SP	SP1
8"	\$15.00	SP	SP2
10"	\$20.00	SP	SP3
12	\$25.00	SP	SP4

**Water Rates**

**Basic Charge**

Inside City Customers (All) \$11.75

Outside City Customers (All) \$20.97

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

<u>Residential Customers</u>	<u>Inside City</u>	<u>Outside City</u>
<u>Usage</u>	<u>Rate</u>	<u>Rate</u>
First 4,000 Gallons	\$4.28	\$8.56
Next 6,000 Gallons	\$5.33	\$10.66
All Over 10,000 Gallons	\$6.26	\$12.52



# Request for Town Council Action

Consent  
Agenda  
Item: Spring  
Branch  
Drainage  
Repairs  
Date: 08/13/2024

Subject: Spring Branch Drainage Repairs – 2<sup>nd</sup> Street and 4<sup>th</sup> Street  
Engineering Design Contract

Department: Planning Department

Presented by: Town Engineer - Bill Dreitzler, P.E.,

Presentation: Consent Agenda Item

## Issue Statement

Based on results from the Spring Branch Resiliency Project currently being finalized, the drainage repairs along the Spring Branch at the 2<sup>nd</sup> Street and 4<sup>th</sup> Street crossings is listed as a top priority. An RFQ for the engineering and permitting of the project was advertised on April 3, 2024. The town received 5 submittals that were independently reviewed by Stephen Wensman, Ted Credle and Bill Dreitzler. Withers Ravenel was the highest scoring firm and staff proceeded with contract negotiations.

## Financial Impact

The Town received \$1,400,000 under S.L. 2023-134 in State appropriations. The \$262,500 for design, permitting, bidding and construction administration will be paid for through the Division of Water Resources reimbursement process for appropriated funds.

## Action Needed

Council to vote to accept or deny the WithersRavenel lump sum fee agreement in the amount of \$262,500.

## Recommendation

Staff recommends award of the contract to WithersRavenel in the amount of \$262,500.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. WithersRavenel Fixed Fee Agreement
3. Exhibit III – 2<sup>nd</sup> Street Project Area
4. Exhibit IV – 4<sup>th</sup> Street Project Area
5. Request for Qualifications
6. WithersRavenel RFQ Submittal



# Staff Report

Consent  
Agenda  
Item: Spring  
Branch  
Drainage  
Repairs

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Withers Ravenel was selected following the requirements of the mini-brooks act. The basic project description that was included within the Request for Funding Application was as follows:

2<sup>nd</sup> Street Culvert: This project proposes a new 36-inch diameter parallel culvert across 2<sup>nd</sup> Street to increase the capacity of the crossing.

4<sup>th</sup> Street Culvert: This project proposes a 48-inch diameter bypass around 312 S. 4<sup>th</sup> Street.

The final project scope of work is defined within the Withers Ravenel proposal and was developed during the negotiation phase between Withers Ravenel and town staff. Additionally, with Council approval of the fee agreement, staff will direct the consultant to update the project schedule and provide an updated opinion of cost.

Bill Dreitzler, P.E.  
Smithfield Town Engineer



August 5, 2024

Stephen Wensman, Planning Director  
Town of Smithfield  
350 East Market Street  
Smithfield, NC 27577

RE: Agreement for Professional Services  
Spring Branch Drainage Repairs  
Smithfield, North Carolina  
WithersRavenel Project No. 24-0390  
DWI Project No. SRP-S-134-0013

Dear Mr. Wensman,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached agreement. My contact information is below.

Sincerely,  
WithersRavenel

Wesley "Ross" Perry, PE CFM  
Senior Project Manager, Stormwater  
[wperry@withersravenel.com](mailto:wperry@withersravenel.com)  
Ph. 919.469.3340 | Direct. 919.740.0837

# Spring Branch Drainage Repairs Smithfield, North Carolina Agreement for Professional Services

## A. Project Description

This fee agreement 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 agreement is based on the scope of work presented in the Request for Qualifications – Spring Branch Drainage Repairs 2<sup>nd</sup> Street and 4<sup>th</sup> Street issued by the Town of Smithfield on April 3, 2024 and includes the following tasks to be completed in a phased approach:

**Data Collection:** Includes review of draft Resiliency Study prepared by McCormick & Taylor, field survey of existing conditions, and location of sub-surface utilities within the Project Areas identified in Exhibit III and Exhibit IV.

**Preliminary Engineering Design:** Includes the development of a detailed hydrological and hydraulic (H&H) model of Spring Branch in the vicinity of the Project Areas and up to three (3) conceptual improvement designs for each Project Area. The H&H model will be used to assess the performance of each conceptual improvement.

**Final Design and Permitting:** Includes the development of Construction Documents for the chosen improvement design for each Project Area. Construction Documents will be submitted to the appropriate permitting agencies for review and approval.

**Formal Bidding:** WithersRavenel will assist the Town with soliciting bids for the project by preparing a bid advertisement, draft contract documents, attending a Pre-Bid Meeting, and addressing bidder's Request for Information (RFIs) via written addendums. WithersRavenel will also attend the bid opening and review received bids for completeness and compliance with contract documents.

**Construction Services:** Includes holding a Pre-Construction meeting, responding to contractor RFIs, and periodically observing construction activities for compliance with approved Construction Documents.

**Project Close-out:** Includes a final site inspection, review of contractor's pay applications, and the preparation of Record Drawings documenting as-built conditions.

See Section C of this agreement for a detailed description of the scope of services proposed.

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

Town of Smithfield shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Smithfield shall be known as "Town"; Johnston County shall be known as "County"; The executed agreement shall be known as the "Agreement".

The following agency references also apply: North Carolina Department of Transportation shall be known as "NCDOT"; US Army Corps of Engineers shall be known as "USACE"; North Carolina Department of Environmental Quality shall be known as "NCDEQ"; Division of Water Infrastructure shall be known as "NCDWI".



## B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- Data Collection: Estimated 3 Months total;
- Preliminary Engineering: Estimated 4 Months total (can partially coincide with above);
- Final Design and Permitting: Estimated 4 Months total;
- DWI Bid Document Review: Estimated 3 Months total (can partially coincide with above);
- Formal Bidding & Contract Award: Estimated 3 Months total;
- Total Construction: Estimated 6 Months total;
- Project Close-out: Estimated 2 Months.

The above estimated timeframe(s) may be impacted by, among other things:

- Timeliness and additional permit and/or plan reviews of review agencies;
- Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

Timeframe through construction will vary based on:

- The Client's schedule and phasing;
- As-needed easement acquisition;
- Contractor's progress and adherence to completion date;
- Client and/or Agencies requesting additional work.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 22 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

## C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:

### Task 1. Project Management

The Consultant will provide the following services as part of this task:

- ▶ Provide overall project management services to monitor job progress, arrange resources for the project, and communicate to the Client the status of the project.
- ▶ Administer the project internally.
- ▶ Participate in regularly scheduled conference calls with Client to discuss project progress.
- ▶ Manage project processes, communication, and resources.



- ▶ The Consultant will work with the Town to coordinate schedules with permitting agencies, project stakeholders (to be invited by the Town), and Town staff to review comments, discuss permitting needs, and cover other applicable topics at the kickoff meeting. The Consultant will provide meeting minutes to the Town via e-mail.

## Task 2. Data Collection Phase

### 2.1. Review Draft Resiliency Study

Consultant will review the Resiliency Study prepared by McCormick & Taylor and provided by the Town. The purpose of this review is to ensure the hydrologic and hydraulic model (prepared under a separate task) utilizes similar hydrologic assumptions as the information presented in the Resiliency Study (or document deviations from it) and to inform the performance goals of the proposed improvements for each Project Area. The goal will be to design the improvements for the two Project Areas such that the resulting hydraulic performance aligns with the conclusions and recommendations stated within the Resiliency Study where feasible.

### 2.2. 2<sup>nd</sup> Street Topographic Survey

Consultant will provide the following services as part of this task:

- ▶ WR will provide topographic survey for the Spring Branch Drainage Repair project located along 2<sup>nd</sup> Street in Smithfield, NC as needed to facilitate the design. Topo shall include location of all improvements along the route including visible above ground utilities, buildings, curb and gutter, edge of pavement, driveways, storm drainage pipes, signs, mailboxes, etc. The area to be included is approximately 1.2 acres as depicted in Exhibit III;
- ▶ Storm and Sanitary Sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
- ▶ WR will locate sufficient property corners along the route as needed to facilitate the preparation of future easement exhibits;
- ▶ WR shall collect topographic information utilizing conventional survey methods, laser scanning, and/or LiDAR mapping using our Unmanned Air System (UAS). Execution of this Agreement will constitute permission to fly the UAS over the project site and adjacent properties;
- ▶ Horizontal control will be based on NC State Grid, NAD'83(2011) or most current North Carolina Grid Available within 2000 feet of each this site. If no NC Grid monuments are within 2000 feet of site, Global Positioning Surveys (GPS) will be used to tie property to NC Grid System;
- ▶ Vertical control will be based on NAVD'88 and will be tied to the nearest published County or NGS benchmark, or by means of GPS utilizing the North Carolina GPS Virtual Reference System (VRS);
- ▶ Contours will be mapped at a one-foot (1') intervals;
- ▶ Includes locating top and bottom of slopes and any change in the slope lines.
- ▶ A project benchmark will be set and identified in the mapping;
- ▶ Visible above ground utilities will be located and sub-surface location will be provided under a separate task;
- ▶ Locate tree lines in wooded areas. Individual tree location is not included in this task;
- ▶ Topographic mapping will be completed to a scale to be determined by Consultant and will be delivered as a digital CAD file in AutoCAD .dwg format and signed and sealed pdf.

### 2.3. 4<sup>th</sup> Street Topographic Survey

Consultant will provide the following services as part of this task:

- ▶ WR will provide topographic survey for the Spring Branch Drainage Repair project located along 4<sup>th</sup> Street in Smithfield, NC as needed to facilitate the design. Topo shall include location of all improvements along the route including visible above ground utilities, buildings, curb and gutter, edge of pavement, driveways, storm drainage pipes, signs, mailboxes, etc. The area to be included is approximately 3.3 acres as depicted in Exhibit III;
- ▶ Storm and Sanitary Sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
- ▶ WR will locate sufficient property corners along the route as needed to facilitate the preparation of future easement exhibits;
- ▶ WR shall collect topographic information utilizing conventional survey methods, laser scanning, and/or LiDAR mapping using our Unmanned Air System (UAS). Execution of this Agreement will constitute permission to fly the UAS over the project site and properties;
- ▶ Horizontal control will be based on NC State Grid, NAD'83(2011) or most current North Carolina Grid Available within 2000 feet of each this site. If no NC Grid monuments are within 2000 feet of site, Global Positioning Surveys (GPS) will be used to tie property to NC Grid System;
- ▶ Vertical control will be based on NAVD'88 and will be tied to the nearest published County or NGS benchmark, or by means of GPS utilizing the North Carolina GPS Virtual Reference System (VRS);
- ▶ Contours will be mapped at a one-foot (1') intervals;
- ▶ Includes locating top and bottom of slopes and any change in the slope lines.
- ▶ A project benchmark will be set and identified in the mapping;
- ▶ Visible above ground utilities will be located and sub-surface location will be provided under a separate task;
- ▶ Locate tree lines in wooded areas. Individual tree location is not included in this task;
- ▶ Topographic mapping will be completed to a scale to be determined by client's engineer and will be delivered as a digital CAD file in AutoCAD .dwg format and signed and sealed pdf.

#### **2.4. 2<sup>nd</sup> Street SUE – Quality Level B**

Consultant will provide the following services as part of this task:

- ▶ WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate all the utilities within the proposed limits. The specific site limits are shown on Exhibit III attached. All designated utilities will be marked using the APWA guidelines with marking paint and/or pin flags. At the conclusion of the Level B field investigation, a detailed sketch will be provided to the survey to use as a reference while locating all the Level B SUE designations. All survey information will be drafted in CAD and provided to the Client.

#### **2.5. 4<sup>th</sup> Street SUE – Quality Level B**

Consultant will provide the following services as part of this task:

- ▶ WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate all the utilities within the proposed limits. The specific site limits are shown on Exhibit IV attached. All designated utilities will be marked using the APWA guidelines with marking paint and/or pin flags. At the conclusion of the Level B field investigation, a detailed sketch will be provided to the survey to use as a reference while locating all the Level B SUE designations. All survey information will be drafted in CAD and provided to the Client.

#### **2.6. SUE – Quality Level A**



Consultant will provide the following services as part of this task:

- ▶ WithersRavenel will perform - Level A SUE – Test Holes to determine information such as size, depth, and material on critical utilities. All information will be incorporated into Test Hole Forms and provided to the client at the conclusion of the project. In addition, all test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Pipe Elevation.
- ▶ For budgetary purposes the number of holes estimated is six (6) with four (4) of those within pavement areas. The exact number of Test Holes will be decided following the completion of the Level B SUE investigation. In addition, all test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Pipe Elevation.
- ▶ Note for holes located in pavement areas, traffic control will be required and is included in the scope as time and materials.

## **2.7. Wetland/Stream/Riparian Buffer Delineation**

- ▶ Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Craven Soil Survey and Craven GIS data prior to conducting site visit.
- ▶ Conduct a site review to determine if the project site contains jurisdictional wetlands, streams and surface waters. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement.
- ▶ Delineate jurisdictional wetlands and stream origins in the field using sequentially numbered Wetland Delineation flagging.
- ▶ Review the onsite streams depicted on the USGS 7.5-minute Quadrangle and the Craven County Soil Survey to determine subjectivity to the Neuse River Riparian Buffer Rules and applicable local government riparian buffer ordinance (if applicable). Streams will be evaluated using the procedures set forth in the 2010 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method.
- ▶ Locate wetland and stream origin flags using a mapping grade Trimble GPS unit. The GPS data will be utilized for preparation of the exhibits for agency verification requests.
- ▶ Prepare a Preliminary Delineation Exhibit documenting the wetlands and riparian buffers to be surveyed, which will be provided to the client for preliminary planning purposes.

## **2.8. NCDWR Riparian Buffer Determination**

WithersRavenel shall perform the following services associated with this task:

Prepare a request for a formal Buffer Determination and submit to the NC Division of Water Resources (NCDWR) to verify stream/buffer origins and subjectivity to stream/buffer origins and subjectivity to Neuse River Riparian Buffer Rules.

Coordinate with NCDWR to schedule a site visit to review and verify the stream locations and buffer subjectivity. Upon completion of the review, NCDWR will issue an official Buffer Determination Letter verifying the stream locations and buffer subjectivity for five years.

## **2.9. USACE Jurisdictional Determination**

Prepare a Jurisdictional Determination Request in support of the wetland delineation and submit to the US Army Corps of Engineers (USACE).

Coordinate with the USACE to schedule a site visit to review and verify the wetland delineation. Upon completion of the field verification, the USACE will issue a Jurisdictional Determination, which will be valid for 5-years. Any changes to the original wetland line because of the USACE field verification will be communicated to the surveyor for incorporation into the final wetland survey.





Submit follow-up email to USACE recapping the results of the wetland verification and request USACE to respond concurring. This will provide adequate documentation for state and local submittals that the USACE has approved the delineation until the actual Jurisdictional Determination has been issued by the USACE, which may take several additional months to be issued.

## Task 3. Preliminary Engineering Design

### 3.1. Hydrologic and Hydraulic Modeling

The Consultant will use field collected data supplemented with GIS and other publicly available information along with information provided in the draft Resiliency Study to develop a detailed Hydrologic and Hydraulic Model (H&H Model) of the Project Area existing conditions. The Consultant will utilize the H&H Model to establish flow hydrographs for 2-year, 10-year, 25-year, and 100-year, 24-hour rainfall events (Design Storms) within Spring Branch at each Project Area. These flow hydrographs will inform the hydraulic portion of the H&H Model which will be used to assess water surface elevations, velocities, and overtopping conditions and prepare inundation maps for the Project Areas for each Design Storm.

### 3.2. Conceptual Improvement Design

The Consultant will utilize the field survey information and the H&H Model completed under previous tasks to assess up to three (3) potential improvement alternatives for each Project Area. The potential improvement alternatives will be incorporated into the H&H Model to assess the performance of each alternative compared to existing conditions. Final deliverables for this task will include:

- ▶ Schematic layouts consisting of plan and profile views for each proposed improvement alternative.
- ▶ High level budgetary cost opinions for each proposed improvement alternative.
- ▶ A brief letter style report that summarizes and compares the performance of each proposed improvement alternative and includes a discussion of the “pros and cons” of each.
- ▶ In collaboration with Town, recommend an alternative to proceed for design and construction drawings.

### 3.3. Town Council Presentation

The Consultant will prepare a presentation to the Town Council that illustrates the flooding issues present at each Project Area, explains the challenges associated with mitigating the flooding at each Project Area, and summarizes the “pros and cons” of each proposed improvement alternatives and make recommendations as to which proposed alternatives are feasible. The Town will provide a location to hold the Town Council meeting.

## Task 4. Preliminary Construction Drawings (90% Plans)

Subsequent to the completion of Task 3 and upon receipt of written authorization from the Town as to which proposed improvement alternative the Town would like to proceed with for each Project Area, the Consultant will proceed with the development of Preliminary Construction Drawings. The scope of proposed repairs/improvements is limited to the Project Areas outlined in Exhibit III and Exhibit IV.

Deliverable will include the following to be submitted electronically to the Town for one review cycle:

- ▶ Preliminary Construction Drawings (Approx. 90% Complete) including the following sheets:
  - A Cover Sheet with vicinity map and index
  - General Notes Sheet with legend
  - Existing Conditions
  - Plan & Profile of proposed improvements
  - Erosion Control Plan

- Traffic Control Plan
- Detail Sheets
- ▶ Environmental Impact Maps to assist with Environmental Permitting (Task 5.1)
- ▶ Preliminary engineer's opinion of probable construction cost (OPCC)

At this point, it is not known if utilities (such as water, sanitary sewer, or third-party utilities) will require relocation. Utility coordination and conflict resolution will be provided as Additional Services. Once the design has advanced sufficiently to identify potential conflicts, Consult will convene with Town to present the potential conflicts and develop a scope and fee for Additional Services.

## Task 5. Permitting Phase

### 5.1. 404/401/Riparian Buffer Permitting

Consultant will provide the following services as part of this task:

- ▶ Consultant makes the assumption that proposed impacts to wetlands and streams will be below thresholds allowed for authorization under a Nationwide Permit (NWP), and therefore the project will be permitted under a NWP. If impacts exceed the NWP thresholds and an Individual Permit (IP) is required, a contract amendment will be provided for the Additional Services necessary to complete the IP permitting.
- ▶ Consultant assumes that proposed impacts to riparian buffers will meet conditions necessary to be classified as "Deemed Allowable", "Allowable upon Authorization" and/or "Allowable with Mitigation upon Authorization" and therefore will not require a variance (Minor or Major).
- ▶ Consultant will prepare NWP and Buffer Authorization Pre-Construction Notification (PCN) and supporting documentation and submit to the US Army Corps of Engineers (USACE) and NC Division of Water Resources (NCDWR) requesting authorization of the proposed wetland/stream/riparian buffer impacts associated with construction of the proposed project.
- ▶ Communicate with both agencies during the review period to identify comments/questions regarding site design, avoidance and minimization or mitigation requirements.
- ▶ Prepare and submit one (1) formal response to a request for additional information by either agency to facilitate issuance of the NWP.
- ▶ If an NCDWR 401 application fee is required, WithersRavenel will make payment for the application fee (up to \$767) and online payment convenience fee, which will be billed to the Client as a reimbursable expense.
- ▶ In the event that it is determined that environmental permitting is not required for the proposed activities, WR will prepare a memorandum documenting why the project either qualifies for non-notifying environmental permits or does not require environmental permits for the Client's records.

### 5.2. Erosion & Sediment Control Permitting

Following completion of Task 4 and acquisition of easements, the Consultant will prepare a submittal package for applicable permits.

It should be noted that any land disturbing activities exceeding one (1) acre will require an Erosion & Sedimentation Control Permit from the NCDEQ. The Consultant anticipates that the proposed storm sewer improvements may exceed one acre of disturbed area and therefore it is anticipated that a land disturbance permit through the Raleigh Regional Offices of NCDEQ may be required. The Consultant will prepare and submit a Land Disturbance Permit Application to NCDEQ and respond to up to two (2) rounds of comments,

however; responses that require design modifications or comments that request items outside the scope of work (such as for additional environmental services) will necessitate additional fees.

The Town shall be responsible for paying all fees associated with permitting directly to the applicable agency.

### **5.3. Floodplain Permitting**

The Project Areas are located along the Spring Branch, a FEMA studied stream, within an established FEMA floodplain (Zone AE) and Floodway. Per Town of Smithfield's Unified Development Ordinance, Article X, Flood Damage Prevention, a Floodplain Development Permit is required for all proposed development (excavation, grading, fill, etc.) within a floodplain.

The Consultant will assess the potential of a No-Rise Scenario for each proposed improvement alternative using the H&H Model developed as part of Task 3 above. The Consultant will, to the extent practical, design the selected alternatives to achieve a No-Rise Scenario, meaning that the project will not result in an increase to the 1% annual chance flood elevations or Floodway flood elevations and extents established for the Spring Branch floodplain.

If a No-Rise Scenario is deemed feasible, the Consultant will prepare the following deliverables for submittal to the Town for review:

- ▶ No-Rise Feasibility Study report
- ▶ No-Rise Certification (if applicable)
- ▶ Floodplain Development Permit Application (if applicable)

The Consultant will respond to the Community Floodplain Manager's review comments as part of this task. If a no-rise is deemed unattainable, Consultant will convene with Client to discuss additional services needed to complete the floodplain development permit.

It is possible that a No-Rise is not attainable, which requires the preparation of a CLOMR/LOMR (Conditional Letter of Map Revision/Letter of Map Revision), Consultant will convene with the Town and prepare a scope and fee to provide the CLOMR/LOMR as Additional Services.

## **Task 6. Easement Exhibit Map**

### **6.1. 2<sup>nd</sup> Street Easement Mapping**

Consultant will provide the following services as part of this task:

- ▶ WithersRavenel will prepare one easement exhibit map to include each permanent and/or temporary easement as may be required for this portion of the project. There are approximately five (5) total properties that may be impacted. Individual easement exhibits will not be prepared for each parcel;
- ▶ Points where new permanent easement lines cross existing property lines will be set using 18" long, 5/8" iron pipes or rebar. Temporary easements will be staked with wooden stakes or pin flags if needed. All other easement points will be shown as computed and tied to property boundary or labeled with survey coordinates per NC Board of Examiners for Engineering and Land Surveying policy BP-1709-1;
- ▶ Metes and Bounds descriptions will be prepared for all permanent easements and temporary construction easements, if needed;
- ▶ Survey will be completed to N.C.G.S. 47-30 standards for exhibit maps and will not be suitable for recording as a stand-alone easement map;

- ▶ The Exhibit will be submitted to the Town of Smithfield to help facilitate easement acquisition. The exhibit may be reduced in size and recorded as an attachment to a deed of easement prepared by an attorney.

## 6.2. 4<sup>th</sup> Street Easement Mapping

Consultant will provide the following services as part of this task:

- ▶ WithersRavenel will prepare easement one exhibit map to include each permanent and/or temporary easement as may be required for this portion of the project. There are approximately eleven (11) total properties that may be impacted. Individual easement exhibits will not be prepared for each parcel;
- ▶ Points where new permanent easement lines cross existing property lines will be set using 18" long, 5/8" iron pipes or rebar. Temporary easements will be staked with wooden stakes or pin flags if needed. All other easement points will be shown as computed and tied to property boundary or labeled with survey coordinates per NC Board of Examiners for Engineering and Land Surveying policy BP-1709-1;
- ▶ Metes and Bounds descriptions will be prepared for all permanent easements and temporary construction easements, if needed;
- ▶ Survey will be completed to N.C.G.S. 47-30 standards for exhibit maps and will not be suitable for recording as a stand-alone easement map;
- ▶ The Exhibit will be submitted to the Town of Smithfield to help facilitate easement acquisition. The exhibit may be reduced in size and recorded as an attachment to a deed of easement prepared by an attorney.

## Task 7. Final Construction Documents

After incorporating comments received from the Town and permitting agencies into the Preliminary Construction Drawing plan set, the Consultant will prepare Final Construction Documents to be submitted to the Town and NC DWI for review before advertising the project to solicit bids. The following deliverables constitute the Final Construction Documents package:

- ▶ Construction Drawings including the following:
  - A Cover Sheet with vicinity map and index
  - General Notes Sheet with legend
  - Existing Conditions
  - Plan & Profile of proposed improvements
  - Erosion Control Plan
  - Traffic Control Plan
  - Detail Sheets
- ▶ Updated Engineer's Opinion of Cost
- ▶ Project Manual including the following:
  - Bid Advertisement
  - Instruction to Bidders
  - Bid Form & Itemized Bid Schedule
  - Bid/Performance/Payment Bond Requirements
  - Agreement for Construction Contract



- Minority Business Participation Forms/Tables
- Technical Specifications (as deemed necessary by the Consultant)
- ▶ Submit Bid Package to NCDWI:
  - Upon approval by the Client, the Consultant will submit final Construction Drawings and Project Manual to NCDWI for approval.
  - The Consultant will address and incorporate review comments from NCDWI and re-submit to NCDWI for final approval.

## Task 8. Formal Bidding Assistance

Upon approval by the Town of Final Construction Documents, and upon receipt of written authorization from the Town, the Consultant will assist the Town with formally soliciting bids and awarding the construction contract, consisting generally of the following sub-tasks:

### **Bid Advertisement**

The Consultant will assist the Town in advertising the Project for competitive bids by formal process per North Carolina General Statutes. This task will include submitting the "Advertisement to Bidders" as required by the North Carolina General Statutes to the targeted contractors and/or for publication on the Town's local newspapers, Quest, and the Town's website as deemed necessary by the Consultant and the Town for proper notification and solicitation of bids. The Town will pay directly all fees associated with advertising. For purposes of this proposal, this task includes services for one bid process.

### **Pre-Bid Meeting**

The Consultant will conduct one hybrid Pre-Bid Meeting (In-Person and virtual) with the Town's representatives, project stakeholders, and prospective bidders and material suppliers. The Consultant will respond, in writing, to questions generated during the pre-bid meeting. After the Pre-Bid meeting, Consultant will issue an Addendum with the Pre-Bid Meeting Summary.

### **Additional Bid RFIs and Addendums**

The Consultant will provide prompt written responses to prospective bidders' Request for Information (RFI) between the date the project is advertised and the deadline for accepting questions regarding the bid documents (2 week maximum unless otherwise agreed to by the Consultant).

### **Bid Opening, Review & Summary**

The Consultant will attend the public bid opening hosted by the Town. Assuming the Town receives a minimum of three (3) bids, the Consultant will work with Town staff to review the bids for completeness and correctness. The Consultant will prepare a Bid Summary summarizing each valid bid and comparing the itemized bid tabs. Following review of the bids, the Consultant will make a recommendation to the Town as to which Contractor to award the project. The Consultant will also submit the required documents to NCDWI for DWI review and approval of the lowest responsive and responsible bidder. After DWI approval, the Consultant will assist the Town with the preparation of the Notice of Award letter.

This task includes services for one bid advertisement cycle. Re-advertisement of the project for any reason will necessitate additional fees. Execution of the Notice of Award letter shall mark the end of the Formal Bidding Assistance task.

## Task 9. Construction Phase Services

### 9.1. Construction Administration

The Consultant estimates the active construction timeframe to be four (4) months to complete the Project. The Consultant will perform the following Construction Administration services on an hourly basis:

- ▶ **Pre-Construction Meeting** – The Consultant will prepare an agenda for, coordinate scheduling of, and host a Pre-Construction Meeting at the site and subsequently distribute minutes to attendees, including NCDWI. Items to be addressed may include: correspondence distribution, shop drawing and scheduling procedures, Full Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client, Contractor, and NCDWI. Six (6) hours each for three attendees to prepare for and attend the meeting are included with this task.
- ▶ **Project Manager Duties/Contractor RFIs** - During the active construction timeframe, the Project Manager will manage internal processes and follow up with the Town or the Town's contractor through email or phone correspondence to communicate items related to the ongoing construction project. This task would include any contractor requests for information regarding the approved drawings. Thirty (30) hours total (approximately 2 hours per week) are included with this task.
  - During the estimated construction period, Consultant will hold monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Client, Consultant, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project. Consultant will prepare and maintain meeting minutes for progress meetings to be provided to the Client following each meeting.
- ▶ **Shop Drawing Review** – The Consultant will review and respond to Shop Drawing submittals for which the contractor is required to submit for conformance with the design concept. The Consultant will transmit one stamped copy of shop drawings to the Town with written comments. This task assumes up to two (2) review cycles for a total of twelve (12) hours for review.
- ▶ **Review of Observation and Test Reports from other Consultants** – Review of field observation and material testing reports from Town's geotechnical consultant or other onsite consultants for compliance with approved Construction Drawings and Specifications. Eight (8) hours total are included with this task.

**Review Pay Requests** - Based on on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will determine the percentage of Project completion by Contractor and recommend payments to Contractor in the appropriate amount. Client is responsible for providing Pay Request to DWI for review/approval.

**Review Change Orders** - Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by Client, Consultant, or Contractor. A listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, it will be reviewed with Client. Client is responsible for providing Change Orders to DWI for review/approval.

- ▶ **Final Inspections** - The Consultant will conduct a walk-through inspection with the contractor and Town to determine if the Project has reached substantial completion and prepare a punch list of work items remaining to meet final completion. The Consultant will conduct one final inspection to determine if the work is substantially complete. Once work is deemed substantially complete the Consultant will complete the DWI Closeout Checklist. Twelve (12) hours total is included with this subtask, representing six (6) hours each to prepare for and attend two site visits and prepare punch lists as necessary.

## 9.2. Construction Observation

WR will perform the following limited Construction Observation Services as part of this task:

- ▶ Periodic general observation, up to twelve (12) site visits approximately once per week, to document the construction of the PROJECT (estimated six (6) hours per week during the active construction period).
- ▶ Observation includes monitoring the operations of the contractor during construction activities for general compliance with the approved plans and standards. Field Reports of activities observed while on site shall include;
- ▶ Photographs of project site and work performed;
- ▶ Identify and document progress of work;
- ▶ Identify and document non-conformance observed during site visit;
- ▶ Prepare field reports of activities observed while on site;
- ▶ Site visits by Engineer of Record (assumed two (2) hour site visit two (2) times total during active construction period).

WithersRavenel shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities. Based on the site visits, WithersRavenel shall keep the Town reasonably informed about the progress of the associated Work completed, and it shall be the Town's responsibility to make decisions on work progress, changes, and costs. Also, it shall be the Town's responsibility to engage the contractor and schedule to repair any work that needs remediation as identified in WithersRavenel reports.

## Task 10. Project Close-out

### 10.1. Prepare Record Drawings

- ▶ The Consultant will use the post-construction survey and as-built drawings prepared by the Contractor to prepare record drawings for the improvements constructed within the Project Areas. Record drawings will be submitted to the Town. Comments and responses to comments on Record Drawings are not anticipated and therefore not included in the fees.

## D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. 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:

### General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other agreements;
- ▶ Any other services not specifically listed within Section C.

### Project Specific:



- ▶ Geotechnical Engineering Services
- ▶ Structural Engineering Services
- ▶ Preparation of a CLOMR/LOMR
- ▶ Utility relocation design
- ▶ Preparation of Easement Agreements for Recordation
- ▶ Grant Funding Administration

## E. Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

### General:

- Provide representative for communications and decisions;
- Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- Preferred media platforms for communications with the Client;
- Provide in writing, any information as to Client's requirements for design;
- Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- Examine all agreements, 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;
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- Provide access to property for Consultant and subconsultants;
- Discussions/negotiations with adjacent landowners;
- Acquire all off-site utility and/or construction easements required for this Project;
- Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- All submittal, review, or permitting fees associated with the Project;
- Any legal representation requiring an attorney at law.

### Project Specific:

- Preparation of Permanent Drainage & Temporary Construction Easement Agreements
- Grant Funding Administration

### Construction Specific:

- Arrange a pre-construction conference with the contractor, Client, Consultant, and other design professionals for the final Project coordination prior to the commencement of construction;
- Provide direction and payments to contractors;
- Coordination with contractor on scheduling or fulfillment of its responsibilities;
- Distribution of approved plans and permits to contractor.



## F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Management	\$9,000
Task 2	Data Collection Phase	
2.1	Review Draft Resiliency Study	\$2,500
2.2	2 <sup>nd</sup> Street Topographic Survey	\$17,800
2.4	4 <sup>th</sup> Street Topographic Survey	\$27,300
2.6	2 <sup>nd</sup> Street SUE - Quality Level B	\$1,880
2.6	4 <sup>th</sup> Street SUE - Quality Level B	\$2,120
2.7	SUE - Quality Level A (\$1,150/Per Hole) (Hourly)	\$6,900
2.8	Wetland/Stream/Riparian Buffer Delineation	\$2,000
2.9	NCDWR Riparian Buffer Determination	\$2,000
2.10	USACE Jurisdictional Determination	\$3,000
Task 3	Preliminary Engineering Design	
3.1	Hydrologic and Hydraulic Modeling	\$16,400
3.2	Conceptual Improvement Design	\$8,700
3.3	Town Council Meeting	\$5,500
Task 4	Preliminary Construction Drawings (90% Plans)	\$36,600
Task 5	Permitting Phase	
5.1	Environmental Permitting	\$6,000
5.2	Erosion & Sediment Control Permitting	\$5,600
5.3	Floodplain Permitting	\$8,400
Task 6	Easement Exhibit Map	
6.1	2 <sup>nd</sup> Street Easement Mapping	\$11,600
6.2	4 <sup>th</sup> Street Easement Mapping	\$16,800
Task 7	Final Construction Documents	\$12,800
Task 8	Formal Bidding Assistance	\$7,600
Task 9	Construction Phase Services	
9.1	Construction Administration (Hourly)	\$15,000
9.2	Construction Observation (Hourly)	\$30,000
Task 10	Project Close-out	
10.1	Prepare Record Drawings	\$7,000
<b>Total</b>		<b>\$262,500</b>

*(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.*



WithersRavenel

Our People. Your Success.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement 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 agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement 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:

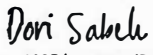
WithersRavenel

ACCEPTED BY:

Town of Smithfield

Signed by:  
  
 August 5, 2024  
 Signature Date  
 Wesley "Ross" Perry, PE CFM  
 Name  
 Senior Project Manager  
 Title

\_\_\_\_\_  
 Signature Date  
 Stephen Wensman  
 Name  
 Planning Director  
 Title

DocuSigned by:  
  
 August 5, 2024  
 Signature Date  
 Dori Sabeh, PE GISP  
 Name  
 Director - Stormwater  
 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 III- 2<sup>nd</sup> Street Project Area
  - Exhibit IV- 4<sup>th</sup> Street Project Area
  - Attachment A – ARPA Federal Contract Provisions
  - Attachment B – Debarment Status Certification
  - Attachment C – E-Verify Affidavit

## Exhibit I

# Standard Terms and Conditions

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 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 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 venture 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 perform their work properly or correctly.

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
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
<b>Project Coordinators</b>	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
<b>Geomatics</b>	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
<b>Administrative</b>	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
<b>Expenses</b>	
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
<b>Other</b>	
Expert Witness	\$ 400









## ATTACHMENT A

### ARPA FEDERAL CONTRACT PROVISIONS

#### 1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

*(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)*

*Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.*

#### **Termination for Cause: Event of Default**

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

**Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights**

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.



## 2. CONFLICT OF INTEREST

*(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials*

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

## 3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

## 4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

## 5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## 6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

*(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)*

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## 7. LOBBYING CLAUSE

*(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)*

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

*(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)*

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

*(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)*

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*(This space left intentionally blank)*



## ATTACHMENT B

### DEBARMENT STATUS CERTIFICATION

*This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.*

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

#### CONTRACTOR INFORMATION

(Authorized Signature)	WithersRavenel, Inc (Name of Contractor)
(Printed Name and Title)	115 MacKenan Drive (Street Address and/or PO Box)
(Date)	Cary, NC 27511 (City, State, Zip Code)
Fed ID 56-1740520 / Unique Entity ID - SK8ECFTPUEH7 (Unique Entity ID, Tax Identification or Social Security Number)	

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#### FOR FUNDING RECIPIENT USE ONLY

The Federal [List of Parties Excluded from Federal Procurement or Non-procurement Programs \(www.sam.gov\)](http://www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)

Federal Debarment Search  
<https://sam.gov/content/home>



Unique Entity ID      CAGE/NCAGE  
**SK8ECFTPUEH7      8T6L1**

*Expiration Date*

**Dec 4, 2024**

Physical Address  
**115 Mackenan DR  
Cary, North Carolina  
27511-7903, United States**

Mailing Address  
**115 Mackenan DR  
Cary, North Carolina  
27511-7903, United States**

Purpose of Registration  
**All Awards**

Version

**Current Record** ▼



# WITHERSRAVENEL, INC

Unique Entity ID <b>SK8ECFTPUEH7</b>	CAGE / NCAGE <b>8T6L1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 4, 2024</b>	
Physical Address <b>115 Mackenan DR Cary, North Carolina 27511-7903 United States</b>	Mailing Address <b>115 Mackenan DR Cary, North Carolina 27511-7903 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>North Carolina 13</b>	State / Country of Incorporation <b>North Carolina / United States</b>	URL <b>www.withersravenel.com</b>

<b>Registration Dates</b>		
Activation Date <b>Dec 7, 2023</b>	Submission Date <b>Dec 5, 2023</b>	Initial Registration Date <b>Aug 21, 2020</b>

<b>Entity Dates</b>	
Entity Start Date <b>Apr 23, 1991</b>	Fiscal Year End Close Date <b>Dec 31</b>

<b>Immediate Owner</b>	
CAGE <b>8PQT6</b>	Legal Business Name <b>WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST</b>

<b>Highest Level Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusions Summary

Active Exclusions Records?  
**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

<b>Business Types</b>		
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 8T6L1

**Points of Contact**

**Electronic Business**

☒ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
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**Government Business**

☒ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
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**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

**Product and Service Codes**

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological
B532	Special Studies/Analysis- Soil

- C219 Architect And Engineering- General: Other
- F109 Environmental Systems Protection- Leaking Underground Storage Tank Support
- F110 Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
- R404 Support- Professional: Land Surveys-Cadastral (Non-Construction)
- R425 Support- Professional: Engineering/Technical

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina South Carolina Virginia	(blank)	(blank)

## ATTACHMENT C

### E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF Wake

.....  
I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES , or
  - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023  
 Signature of Affiant: [Signature]  
 Print or Type Name: C. CHAN BRYANT  
 State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5  
 day of January, 2023















My Commission Expires:  
10/18/26



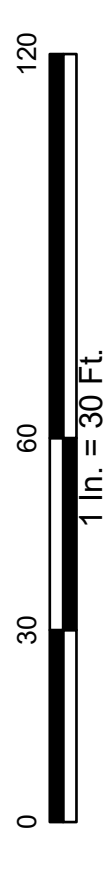
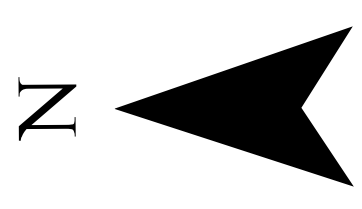
(Affix Official/Notarial Seal)



**Legend**

-  Hydrants
-  Manhole
-  Storm Inlets
-  Channel
-  Storm Pipes
-  Water Pipes
-  Underground Electric Lines
-  Overhead Electric Lines
-  Gravity Sewer Pipes
-  Force Main Sewer Pipes
-  Proposed Drainage
-  Easements
-  AOI
-  Parcels

Note:  
Parcel and utility information obtained from Johnston County GIS Department



**Exhibit III: Second Street Improvement Area**



**WithersRavenel**  
Engineers | Planners | Surveyors

Our People. Your Success.

115 MacKenan Dr Cary NC, 27511

t: 919.469.3340

license #: F-1479

[www.withersravenel.com](http://www.withersravenel.com)

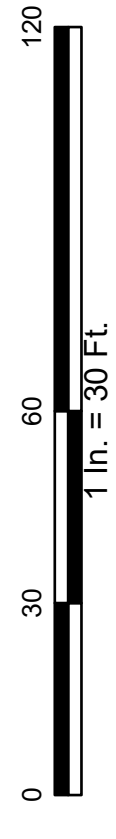
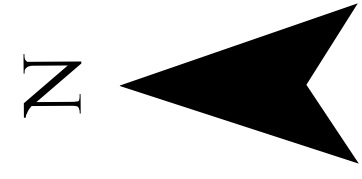




**Legend**

- Hydrants
- Mainhole
- Storm Inlets
- Channel
- Storm Pipes
- Water Pipes
- Underground Electric Lines
- Overhead Electric Lines
- Gravity Sewer Pipes
- Force Main Sewer Pipes
- Proposed Drainage
- Easements
- AOI
- Parcels

Note:  
Parcel and utility information obtained from Johnston County GIS Department



**Exhibit IV: Fourth Street Improvement Area**



**WithersRavenel**  
Engineers | Planners | Surveyors

Our People. Your Success.

115 MacKenan Dr Cary NC, 27511

t: 919.469.3340

license #: F-1479

[www.withersravenel.com](http://www.withersravenel.com)







## **REQUEST FOR QUALIFICATIONS**

**SPRING BRANCH DRAINAGE REPAIRS**

**2<sup>ND</sup> STREET & 4<sup>TH</sup> STREET**

**DWI PROJECT NO.: SRP-S-134-0013**

### **REQUESTED BY:**

**TOWN OF SMITHFIELD**

**350 EAST MARKET STREET**

**PO BOX 761**

**SMITHFIELD, NC 27577**

**DATE OF ISSUE: April 3, 2024**

**REQUESTS DUE: April 25, 2024 (by 3:00 PM)**



## Request for Qualifications

### SPRING BRANCH DRAINAGE REPAIRS - 2<sup>ND</sup> STREET & 4<sup>TH</sup> STREET

#### PURPOSE OF RFQ

- The Town of Smithfield (the “Town” or “Owner”) is soliciting submittals from qualified engineering consulting firms interested in providing professional services for drainage improvements at the crossing of Spring Branch at 2<sup>nd</sup> Street and 4<sup>th</sup> Street. These improvements were initially identified within a 2013 Spring Branch Stormwater Basin Stormwater Drainage Study – Phase 2 Report.
- The Town will follow a Qualifications Based Selection process as required by the N.C. General Statutes and select the most qualified firm to negotiate a contract for services. This RFQ provides complete information of the services being sought, the submittal requirements, and timeline. Copies of the RFQ and any addenda may be acquired from the Town of Smithfield. Website: [www.smithfield-nc.com](http://www.smithfield-nc.com). Interested firms may submit a Statement of Qualifications meeting the requirements in the RFQ.

#### SITE DESCRIPTION

- The project location is the crossing of Spring Branch with 2<sup>nd</sup> Street and 4<sup>th</sup> Street.
- The 4<sup>th</sup> Street crossing will be a challenging design due to the location of the Spring Branch to existing structures and the section of the Spring Branch immediately upstream of 4<sup>th</sup> Street that is contained within a concrete channel.

#### SCOPE OF WORK

- Generally, design/location survey, engineering, permitting, bidding and construction administration.
- Hydraulic analysis to verify the adequacy of the proposed mitigation measures.
- Hydraulic analysis to evaluate the impacts of the proposed improvements on the Spring Branch Wetland Facility which will be the receiving structure after the crossing of 2<sup>nd</sup> Street.
- Coordination with the consulting firm currently working on the Spring Branch Resiliency Project.
- Early coordination with the Corps of Engineers regarding permitting requirements for any proposed improvements. In addition, any other permits that may be required.
- Compliance with all ARP and Division of Water Infrastructure reporting and design requirements.
- Assist with the bidding process. Provide a bid certification and make a recommendation of award.
- Provide construction inspection and administration services. The scope of the CEI work will be coordinated with the selected Firm during the fee agreement phase.



## Request for Qualifications

- Provide any project close-out documents, as-builts, etc. as may be required by the Division of Water Infrastructure and/or the Corps of Engineers.

### **PROJECT FUNDING**

- Funding for the project is being provided through the appropriations from S.L. 2023-134. The funding will be administered through the Division of Water Infrastructure under project number SRP-S-134-0013. The funding amount for engineering and construction is \$1,400,000.

### **PROPOSAL REQUIREMENTS**

To evaluate responses efficiently and equitably, qualifications responses must be submitted as identified below. Failure to submit this information may render your proposal void. Each respondent shall provide the following company information:

#### **Section 1: Introduction: Company Profile**

- Company name and business address, telephone number, email address, and website address.
- The type of company (individual, partnership, corporation, etc.) and the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.

#### **Section 2: Experience**

- Describe the firm's experience with similar projects. Experience with ARP funded projects and Division of Water Infrastructure projects will be evaluated.

#### **Section 3: Description of Design-Team**

- Include a list of key personnel who may be assigned to this project, their project roles, and relevant qualifications and experience.

#### **Section 4: Project Approach**

- Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks / challenges / concerns you anticipate and any mitigation steps to achieve successful delivery. Describe the team's approach to design document quality assurance and quality control. Describe the team's track record delivering projects with minimal change orders. Describe the team's level of experience with working with municipal government and specifically



## Request for Qualifications

working with ARP funded projects and projects administered through the Division of Water Infrastructure. Provide an outline project schedule, showing major tasks, milestones and deliverables including review meetings with the Town project team.

### **Section 5: Current Workload**

- Provide a listing of ongoing projects (workload of the firm) and your commitment to provide adequate personnel resources to our project.

### **Section 6: References**

- Provide at least three references for similar projects; include summary of the project, the date completed, if completed on time, original proposed cost, final cost, and entity name, point of contact, address, and verified telephone number of each to contact.

### **Section 7: Exceptions**

- **Exceptions to the Scope of Services.** All exceptions/deviations to the required scope of services shall be documented on a separate page and submitted in this Section.
- **Litigation.** Provide pending, ongoing, or prior litigation within the last 10 years.

### **CONTRACT TERMS AND CONDITIONS**

- Town of Smithfield reserves the right to award this contract in whole or in part, in the best interest of the Town and further reserves the right to accept or reject any or all submittals.
- Town of Smithfield reserves the right to request clarification or supplemental material if it feels necessary to make a qualified judgment to the firm's ability to perform the work.
- Town of Smithfield reserves the right to amend the RFQ at anytime; to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a selection.
- Town of Smithfield also reserves the right to cancel or reissue the RFQ, to reject any or all submissions, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items.
- The awarded firm shall not commence work under this contract until all insurance required by the Town has been submitted and approved. The firm must maintain insurance coverage for the duration of the contract period.
- This RFQ does not obligate the Town of Smithfield to accept or contract for any expressed or implied services.
- Town will not reimburse the firm for any of the cost involved in the preparation and submission of responses to this RFQ or in the preparation for any attendance at subsequent interviews.





## Request for Qualifications

### **SUBMISSION OF PROPOSALS**

If submittal does not meet all requirements, it will be disqualified. Qualifications should be submitted by no later than 3:00 pm on Thursday, April 25, 2024. Submittals shall be via email. If hard copies are submitted along with the electronic pdf coy, submit 4 to the following address:

Town of Smithfield  
Attn: Stephen Wensman, Planning Director  
350 East Market Street  
P.O. Box 761  
Smithfield, NC 27577

Emailed submittals and/or Questions should be directed to William (Bill) W. Dreitzler, P.E., Town Engineer at [bdreitzler@dm2engineering.com](mailto:bdreitzler@dm2engineering.com). Phone: 919-818-2235

### **SELECTION CRITERIA**

- The Town staff will review proposals based on the criteria below and make a recommendation to negotiate a tentative contract. Each RFQ response will be evaluated on their Statement of Qualifications score (100 points maximum) as determined by a qualification review process and the scoring criteria noted below:
  1. Design Team Experience and Qualifications with ARP funded projects and DWI projects (50 points)
  2. Project Understanding and Approach (35 points)
  3. RFQ Quality and Responsiveness (5 points)
  4. Reference Projects (10 points)

### **SEQUENCE OF ACTIVITY (anticipated dates)**

- Advertise RFQ on April 3, 2024
- Deadline for written questions or clarifications on RFQ April 1, 2024
- Town of Smithfield issues any addenda April 2, 2024
- Deadline for Submittal of Statement of Qualifications April 25, 2024 (3:00 PM)
- Notify shortlisted for interviews (not required) May 9, 2024
- Interviews (not required) May 20-24, 2024
- Negotiations / Contract June 3, 2024 through June 20, 2024



## Request for Qualifications

- Town Council Approval / Award June 7, 2022

**END RFQ**

# TOWN OF SMITHFIELD

## Spring Branch Drainage Repairs



April 25, 2024  
DWI PROJECT NO.: SRP-S-134-0013

**Project Contact**  
Ross Perry, PE, CFM  
Project Manager  
919-238-0336  
[rperry@withersravenel.com](mailto:rperry@withersravenel.com)

April 25, 2024

William (Bill) W. Dreitzler, PE  
Town Engineer  
Town of Smithfield  
bdreitzler@dm2engineering.com



**SUBJECT: RFQ FOR SPRING BRANCH DRAINAGE REPAIRS: 2ND STREET AND 4TH STREET**

Mr. Dreitzler and Members of the Selection Committee:

The Town of Smithfield is a wonderful place to live, work, and play. As Smithfield, Johnston County, and the entire region continue to grow rapidly, improving municipal infrastructure will benefit existing residents and businesses while also paving the way for a bright future. WithersRavenel salutes Smithfield for its foresight, and we would love to work with the Town on the Spring Branch Drainage Repairs project.

In 2012 and 2013, WithersRavenel performed the initial drainage basin study for this project, identifying phased improvements to the approximately two-mile urban segment of the 695-acre basin. Our stormwater team would like to work with the Town once again to provide survey, design, bidding, construction, and grant administration services to bring these improvements to life. By choosing WithersRavenel, Smithfield will realize the following benefits:

**Stormwater experts supported by a multidisciplinary team.** Our extensive knowledge of the local hydrologic conditions, stormwater regulations, and community needs, paired with the study we conducted of Spring Branch, make us uniquely qualified to assist the Town with this important project. We also have immediate availability to begin work upon your Notice to Proceed. Additionally, with in-house survey, SUE, environmental permitting, and grant and construction administration capabilities, we can provide the bulk of the work needed for this project in-house from our local offices in Raleigh and Cary. For specialty services we do not provide, we have trusted teaming partners **GeoTechnologies** for geotechnical engineering, and **TELICS** for as-needed easement and right-of-way services.

**Experience in Smithfield and Johnston County.** In addition to our work on the initial drainage basin study, WithersRavenel has worked on other projects with the Town, including the Neuse River Amphitheater, a pavement condition survey, and an AWIA and Emergency Plan. We are also working with the Town on Lead and Copper Rule compliance. Additionally, we have done extensive work with the Johnston County municipalities of Selma, Benson, Four Oaks, and Clayton. We are excited by the opportunity to grow our relationship with Smithfield on this significant project.

**Peace of mind knowing that your grant funds won't be jeopardized by incomplete documentation or missed deadlines.** Our engineering and design professionals are backed by our funding and asset management team. **Not only have we secured more than \$967 million for public clients, with more than \$600 million tied to DWI and ARPA-funded projects, we also provide funding administration assistance to help communities remain compliant when completing projects.** We can provide full grant administration services to the Town as part of this project.

Thank you for the opportunity to present our qualifications. If you have any questions or would like more information, please reach out to us via the contact information below.

Sincerely,  
WITHERSRAVENEL, INC.

A handwritten signature in blue ink, appearing to read 'Ross Perry'.

**Ross Perry, PE, CFM**  
Project Manager  
919-238-0336  
rperry@withersravenel.com

A handwritten signature in black ink, appearing to read 'Dori Sabeh'.

**Dori Sabeh, PE, GISP**  
QA/QC Manager, Authorized Negotiator  
919-678-3817  
dsabeh@withersravenel.com





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# Introduction: Company Profile

## OUR PEOPLE YOUR SUCCESS.

WithersRavenel, headquartered in Cary, is an Employee Stock Ownership Plan (ESOP) company. Our more than 425 employee-owners excel at providing consulting services for our clients. Founded in October 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with more than 40 years of serving an array of clients and projects through innovative and cost-effective engineering solutions across North Carolina.



### COMMITTED TO YOUR STORMWATER NEEDS

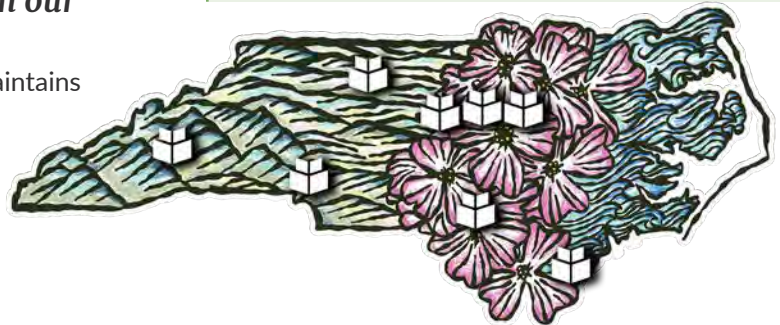
Our in-house, dedicated stormwater engineering department sets WithersRavenel apart from other engineering firms.

**With more than 20 full-time stormwater professionals, we have tackled a variety of innovative and traditional stormwater projects, ranging in scope from small studies and conventional designs to site-specific drainage projects and extensive master plans.** We deliver stormwater management solutions that address both water quantity and water quality issues.

*This project will be performed primarily from our Raleigh and Cary offices.*

In addition to our Cary headquarters, WithersRavenel maintains eight branch locations across North Carolina.

- » Asheville
- » Cary (Downtown)
- » Charlotte
- » Greensboro
- » Pittsboro
- » Raleigh
- » Southern Pines
- » Wilmington



### PROJECT CONTACT

**Ross Perry, PE, CFM**  
**Project Manager**

137 South Wilmington Street, Suite 200,  
Raleigh, NC 27601  
919-238-0336  
rperry@withersravenel.com

### SERVICES PROVIDED

- » Asset Management
- » Design & Planning
- » Economic Development
- » **Environmental**
- » **Funding & Finance**
- » Geographic Information Systems
- » Land & Site Development
- » Public Engagement
- » Remote Sensing
- » **Stormwater**
- » **Surveying & Geomatics**
- » Water & Sewer Utilities

### SUBCONSULTANT: GEOTECHNOLOGIES

GeoTechnologies, Inc. is a full-service geotechnical engineering and special inspections/materials testing firm founded in Raleigh in 1992. WithersRavenel has worked with the firm on more than 100 successful projects, including many involving water, wastewater, and stormwater infrastructure. **GeoTechnologies will provide as-needed geotechnical engineering services for this project.**



### SUBCONSULTANT: TELICS

Telecommunications & Industrial Consulting Services Corporation (TELICS) was established in 1981. TELICS' capabilities include right-of-way acquisition, easement, relocation assistance, appraisal services, and utility coordination services. **TELICS will provide as-needed easement and right-of-way services.** TELICS will staff the project from its Greenville, NC, office. The firm has nine locations with more than 200 employees.





# Introduction: Company Profile

## WITHERSRAVENEL PRINCIPALS

---

**James E. Canfield, PE**

Title: President, CEO  
 Education: M.C.E. and B.S., Civil Engineering, NCSU  
 Licensure: PE: NC, #016269

**Christopher C. 'Chan' Bryant, PE**

Title: Senior Vice President, Chief Risk Officer  
 Education: B.S., Materials Science & Engineering, NCSU  
 Licensure: PE: NC, #021643

**Lars R. Hagen, PE**

Title: Vice President, Chief Delivery Officer  
 Education: B.S., Civil Engineering, Clemson University  
 Licensure: PE: NC, #042364

**L. Edwin 'Eddie' Staley, PLS, GISP**

Title: Vice President, Chief Experience and Innovation Officer  
 Education: Engineering Technology Studies, Sandhills Community College  
 Licensure: PLS: NC, #L-5114; GISP: NC, #46317

**Mark Stephens, PE, ICMA-CM**

Title: Vice President, Chief Growth Officer  
 Education: M.P.A., Appalachian State University; B.S., Engineering Technology, UNC Charlotte; A.A.S., Engineering Technology, Western Piedmont Community College  
 Licensure: PE: NC, #032409

**Brock M. Storrusten, PE**

Title: Vice President, Chief Strategy Officer  
 Education: B.S., Civil Engineering, North Dakota State University  
 Licensure: PE: NC, #036115

**Jessica Vollmer**

Title: Chief People Officer  
 Education: B.A., Communications, UNC Chapel Hill

**Matt Crawford, PLS**

Title: Vice President, Senior Delivery Officer  
 Education: B.S., Forest Management, Clemson University  
 Licensure: PLS: NC, #L-4257

**John Ihnatolya, PE**

Title: Senior Delivery Officer  
 Education: M.S., Civil Engineering, NCSU, B.S., Environmental Engineering, NCSU  
 Licensure: PE: NC, #022101

**R.S. 'Butch' Lawter, PE**

Title: Senior Delivery Officer  
 Education: M.S., Geotechnical Engineering, NCSU; B.S., Civil Engineering, Clemson University  
 Licensure: PE: NC, #022101

**Brad Hart, PE, LEED AP**

Title: Vice President, Client Success Manager  
 Education: B.S., Civil Engineering, NCSU  
 Licensure: PE: NC, #023484

**Robbie Oldham, PE, LEED AP**

Title: Vice President, Principal Consultant  
 Education: B.S., Environmental Engineering, NCSU  
 Licensure: PE: NC, #025912

**Jason A. Bertoncino, PE**

Title: Vice President, Growth Officer  
 Education: B.S., Civil Engineering, Virginia Tech  
 Licensure: PE: NC, #025944

**Cameron Patterson, PE**

Title: Vice President, Growth Officer  
 Education: M.C.E., Environmental Engineering; B.S., Civil Engineering, NCSU  
 Licensure: PE: NC, #18154

**Loftee Smith, PE, LEED AP**

Title: Vice President, Senior Technical Consultant  
 Education: B.S., Civil Engineering, NCSU  
 Licensure: PE: NC, #013039

**Michael Dickerson, PLS**

Title: Vice President, Survey Group Director  
 Education: Surveying Certificate, Wake Technical Community College  
 Licensure: PLS: NC, #L-3639

**Dale Werenko, PE, CFM**

Title: Vice President, Director of Environmental Engineering  
 Education: A.S., Engineering, Vermont Technical College  
 Licensure: PE: NC, #026495

**Ty Colwell**

Title: Senior Director of Business Development & Marketing  
 Education: B.S., Environmental Resource Management, Pennsylvania State University

# Duffyfield Stormwater Enhancements

## NEW BERN, NC

The goal of the City of New Bern’s innovative stormwater and wetland improvement project, Duffyfield Community Stormwater Enhancements, is to transform a community liability into a community asset by utilizing city-owned parcels and undevelopable, FEMA buyout repetitive-loss properties to solve longtime flooding problems and also create park-like community space.

WithersRavenel kicked off the project by sitting down with City staff to discuss project goals, milestones, and ensure all stakeholders were engaged.

At the onset of the project, the City had obtained a low-interest loan through the **NCDEQ Division of Water Infrastructure’s (DWI) funding program**, and it was important to ensure that design and construction deadlines were established and feasible. WithersRavenel’s geomatics team collected field survey information and completed a subsurface utility engineering (SUE) within the project area. WithersRavenel’s natural resources team delineated jurisdictional streams, wetlands, and riparian buffers within the project area.

Using the field-collected data, WithersRavenel completed a hydrologic and hydraulic analysis to assess the watershed associated with the project area. The assessment was used to determine key design parameters such as stormwater runoff peak flows and flood and water quality volumes which were used to develop conceptual-level renderings of the project area illustrating layout options.

Design and permitting of Phase 1 of this multi-phase project is complete and includes a stormwater pump station and ~3,200 LF of force main to ensure future phases have a means to discharge collected runoff to the downstream creek. Phase 1 is currently under construction with an anticipated completion date of September 2024.

### FUNDING SOURCE

Includes DWI/ARPA

### DATE COMPLETED

Phase 1 Design & Permitting Completed  
Construction started in March 2024  
Phase 2-3 Design & Permitting Completed  
Scheduled to be advertised for bids in June 2024

### CLIENT CONTACT

George Chiles  
Public Works Director  
City of New Bern  
252-639-7500  
chilesg@newbernc.gov

### COST DETAILS

\$1,698,490 (Phase 1); \$4,293,325 (Phase 2-3)

Design and permitting of Phase 2-3 is also complete and includes about 4 acres of linear wetlands with walkways that serve as maintenance access as well as amenity walking trails for the surrounding community. The wetlands, in combination with the Phase 1 pump station and force main, provide flood mitigation for the majority of the Duffyfield community. Bid Documents for Phase 2-3 are currently with the various funding agencies for review.

WithersRavenel has worked with City staff to acquire grants from different sources to assist the City in funding this project, including: NC Land & Water Fund, NC Attorney General EEG, NCEM State Appropriation, and **ARPA LASII Construction**. **To date, WithersRavenel has assisted the City in obtaining just over \$7 million in funding to supplement the original low-interest loan.**





## Watershed Master Plan/Area 2 Construction Drawings

RED SPRINGS, NC

### FUNDING SOURCE

Earmark/DWI

### DATE COMPLETED

November 2023, on schedule.

### CLIENT CONTACT

Timothy Mauldin  
Public Works Director  
Town of Red Springs  
910-843-5241  
timmauldin@redsprings.org

### COST DETAILS

Initial price \$363,800  
Final price \$399,474

WithersRavenel worked with the Town of Red Springs on a watershed master plan. Our team’s tasks included locating and surveying existing storm drain structures; creating existing conditions hydrologic and hydraulic model of the Town to identify the extents, depth, and timing of potential flood hazards; identifying potential conceptual solutions that mitigate flood risk; and summarizing the methodology, findings, and recommendations into a stormwater master plan report.

Given the unique topography of Red Springs, we used HEC-RAS 2D v6.3 to evaluate both the hydrology and hydraulics of the project area. Precipitation and infiltration loss were modeled with 2D flow areas using precipitation grids where infiltration loss is modeled using Green and Ampt. One of the drawbacks to HEC-RAS 2D is an inability to model conventional 1D urban storm drainage structures such as curb inlets and trunkline pipes.

To work around this limitation, we developed an automated process to parameterize and model storm drain structures and pipes by utilizing 2D storage-area connection objects for pipes and burning storm drain structures into the terrain to allow 2D overland flow connections between drainage structures. This workflow allowed a complete 2D model that simulated precipitation, infiltration, runoff, and hydraulics all within the same 2D mesh.

This methodology is a cutting-edge approach to evaluating the watershed dynamics and is well suited to the numerous Carolina Bays and flat topography of the Project area.

Withers Ravenel also prepared construction drawings and bid package for one of the solutions identified in the Master Plan. Wither Ravenel is currently working with the Town to identify and pursue additional funding sources.

### FUNDING SOURCE

DWI/LASII

### DATE COMPLETED

Estimated September 2024, on schedule  
Construction set for January 2025

### CLIENT CONTACT

Steven Neuschafer  
City Manager  
City of Dunn  
910-230-3500  
sneuschafer@dunn-nc.org

### COST DETAILS

\$56,000

## West Pearsall Street Culvert Replacement

DUNN, NC

The City of Dunn determined that one of the box culverts draining Juniper Creek at West Pearsall Street had begun to fail and closed the road to traffic at this location, necessitating the replacement of the culvert.

The existing culvert was 60 linear feet of dual 10-foot-by-4-and-a-half-foot reinforced concert box culverts with no headwalls or cover between the top of the culvert and asphalt road. Alternative designs were evaluated for cost, HEC-RAS floodplain modeling, and to meet environmental permitting goals.

WithersRavenel determined that replacement of the culverts with a bridge would be required. Initial plans were developed in collaboration with the structural engineering team partner. Detailed design, easement acquisition, and permitting were to follow project grant funding.

WithersRavenel provided construction drawings, field surveys, horizontal utility location, SUE investigations, and floodplain modeling. We provided the City with a detailed opinion of probable construction costs along with detailed plans.

# Wolfsnare Lane Culvert Improvements

MORRISVILLE, NC

**FUNDING SOURCE**  
Golden LEAF/Town funds

**DATE COMPLETED**  
January 2024, on schedule.

**CLIENT CONTACT**  
Benjamin Mills  
Stormwater Engineering  
Manager  
Town of Morrisville  
919-463-6191  
benmills@townofmorrisville.org

**COST DETAILS**  
\$74,150

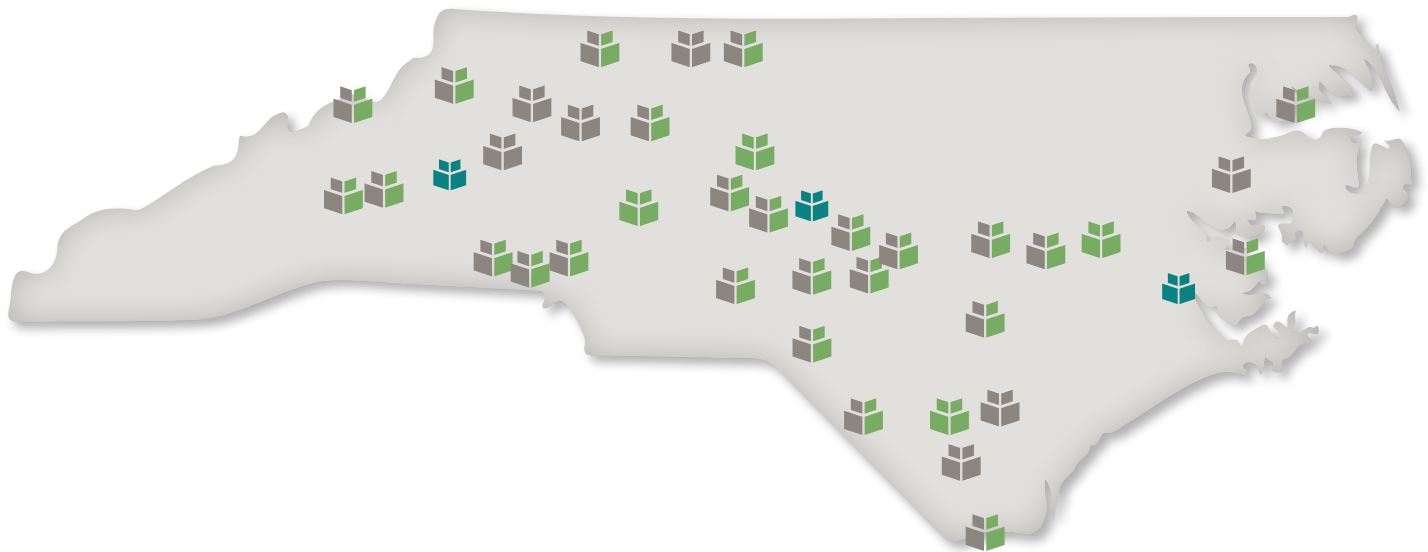
WithersRavenel worked with the Town of Morrisville to develop a Stormwater Master Plan for the Town’s entire jurisdiction in September 2021. The Stormwater Master Plan identified and prioritized several stormwater improvement projects, including improvements to the stormwater infrastructure at the intersection of Wolfsnare Lane and Crabtree Crossing Parkway.

The existing culvert under Wolfsnare Lane has a history of overtopping, resulting in flooding of adjacent townhomes, damage to the adjacent parking lot and roadway, and significant erosion to the downstream channel.

WithersRavenel assisted the Town in addressing these issues by providing survey, SUE, hydrologic and hydraulic modeling, engineering design, and permitting for the replacement of the existing culvert. Work also included designing stabilization of the upstream and receiving channel as well as a waterline relocation necessitated by the increased size in culvert.

Hydrologic/hydraulic modeling techniques included SCS CN Method for hydrology using the Town’s future land use map and 2D HEC-RAS hydraulic modeling for assessing proposed and existing conditions and inundation areas.

## DWI-FUNDED WITHERSRAVENEL AIA PROJECTS



 **Water**

- » Baton Water Corporation
- » Martin County
- » Town of Elkin
- » Town of Pinebluff
- » Town of Taylorsville
- » Town of Walnut Cove
- » Town of White Lake

 **Sewer**

- » City of Rocky Mount
- » Town of Clarkton
- » Town of East Spencer
- » Town of Siler City

 **Stormwater**

- » City of Morganton
- » City of New Bern
- » Town of Siler City

 **Water&Sewer**

- » City of Archdale
- » City of Belmont
- » City of Bessemer City
- » City of Clinton
- » City of Dunn
- » City of Gastonia
- » City of Goldsboro
- » City of Marion
- » City of Randleman

- » City of Reidsville
- » Town of Belhaven
- » Town of Broadway
- » Town of Elk Park
- » Town of Green Level
- » Town of Hertford
- » Town of Jefferson
- » Town of Liberty
- » Town of Lillington

- » Town of Old Fort
- » Town of Pilot Mountain
- » Town of Red Springs
- » Town of Selma
- » Town of Troy
- » Town of Southern Pines
- » Village of Bald Head Island

# WORKING IN SMITHFIELD

## Spring Branch Drainage Basin Study

SMITHFIELD, NC

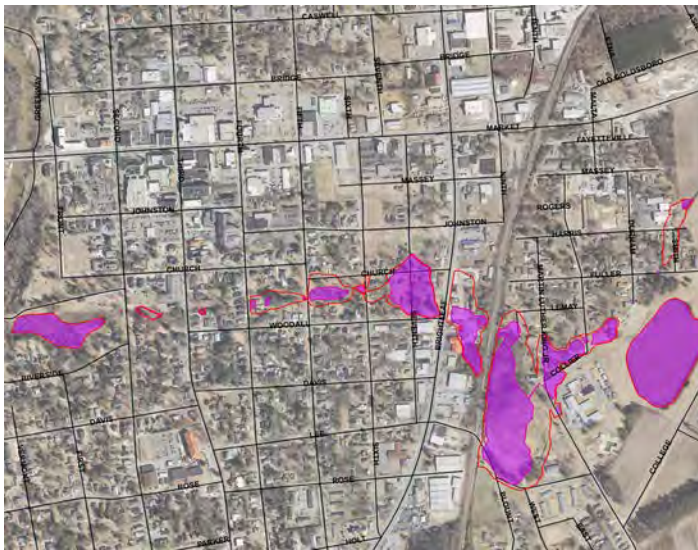
WithersRavenel completed a drainage basin study for the urban Spring Branch tributary in Smithfield. The study was completed on the 695-acre basin with a two-phased approach.

Construction in the upper reaches of the basin at the time of the study raised some concerns and Phase 1 included an impact analysis of the activity.

With time being a factor, WithersRavenel, using GPS, mapped the upper half of the basin within a week's time, including all the stormwater infrastructure within two subdivisions with historic flooding. SWMM models for existing and proposed conditions we compiled to assess the adequacy of the stormwater infrastructure.

One month after contract execution WithersRavenel presented its findings of the study to the Town Council. As a result of the study, WithersRavenel discovered a by-pass of an existing stormwater pond that exacerbated flooding in one of the subdivisions. Phase 2 of the study included mapping of the downstream portion of Spring Branch which discharges to the Neuse River. SWMM stormwater models were compiled that included the entire 695-acre basin for existing conditions.

Over a dozen phased improvements along the approximately 2-mile urban reach were assessed with associated costs. The Phase 2 report was presented at a Town Council meeting which also included an assessment of the potential issues associated with the FEMA jurisdiction.



## Neuse River Amphitheater

SMITHFIELD, NC

To create a destination for concerts and performances, the Town of Smithfield sought to redevelop the Neuse River Amphitheater site. WithersRavenel created a master plan for the site that maintains the spirit of the place while introducing an iconic bandshell that adds sculptural contrast within the landscape. Brick-colored paved plazas and seating walls complement both the architecture and environment. Lighted columns and stairs not only increase safety but also beckon visitors toward the bandshell. The redeveloped site respects and preserves the surrounding woodland landscape, allowing the Neuse River buffer to provide a beautiful natural backdrop for memorable performances.

## ADDITIONAL DWI EXPERIENCE

Funding is one of the services our multidisciplinary firm provides. Below is a compilation of projects and programs for which we obtained funds. Many of these projects are NCDWI funded, including LASII Stormwater Planning and Construction, Lead Service Line projects, AIAs, and CWSRF and DWSRF projects. **We have worked with clients on more than 250 of these projects totaling more than \$600 million, often providing engineering and grant services.**

Funding Program	# of Projects	Total Funded
LASII Stormwater (Planning, Construction)	13	\$17,699,360
Lead Service Line (LSL)	12	\$11,097,804
Asset Inventory & Assessment Grants	90	\$16,554,000
SRF Grants & Loans-Water	61	\$192,768,162
SRF Grants & Loans-Sewer	90	\$385,048,536
Community Development Block Grant (Infrastructure, Housing, Catalyst, etc.)	43	\$60,586,144
Economic Development (CDBG-ED, ARC, IDF, etc)	31	\$22,815,130
Economic Development Administration (EDA Grants)	4	\$5,204,945
Golden LEAF (GLF)	21	\$13,498,878
Merger & Regionalization Study Grants	22	\$1,165,000
Clean Water Management Trust Fund (CWMTF) Non-Stormwater	23	\$39,630,173
Clean Water Management Trust Fund (CWMTF) Stormwater	8	\$671,744
Parks and Recreation Trust Fund	41	\$15,699,441
Rural Center Bond Projects	75	\$29,389,570
Economic Infrastructure (Rural Center)	6	\$2,284,255
Economic Innovation (Rural Center)	2	\$500,000
Clean Water Partners (Rural Center)	48	\$15,926,001
Building Reuse & Renovation (Rural Center)	2	\$876,000
Rural Center Misc. (Planning)	6	\$273,500
USDA	26	\$44,368,335
Other	90	\$91,784,851
<b>TOTAL</b>	<b>714</b>	<b>\$967,841,829</b>

Other represents:

LOWCF, STAG, ARC, DOT, GLF, Brownfields, High Unit Cost (Original and 2014 Programs), TAG, NCORR ARRA, and Flood Mitigation.

**Rapidly growing our \$967M+ funding total by assisting public clients such as Smithfield.**





**W** *Description of Design Team*

# ORGANIZATIONAL CHART

Our team's skillset and collaborative project approach will allow us to effectively meet project objectives and deadlines. WithersRavenel appreciates the opportunity to present our qualifications, and wants to work with the Town of Smithfield on this important project.



**Ty Colwell**  
Client Officer

**Dori Sabeh, PE, GISP**  
QA/QC Manager

**Ross Perry, PE, CFM**  
Project Manager

### Stormwater Engineering

**Katherine Knight, PE, CFM**  
Project Engineer

**Nathaniel Eddy, PE**  
Project Engineer

**Antonio De Cecco, EI**  
Staff Professional

### Funding Services

**Monica Chevalier**  
Grants Administrator

**Amanda Whitaker**  
Director of Funding

### Survey/SUE

**Richie Tarby, PLS**  
Director of Geomatics

**Jonathan Nichols**  
Director of SUE

### Environmental

**Troy Beasley**  
Environmental Scientist

### Construction

**Jacob Smith, EI**  
Construction Administrator/Observer

### Subconsultants

*WithersRavenel strives to provide the appropriate partners for the scope of each project, should you require additional support, we are able to assist in selecting the appropriate subconsultant.*

**Mark Potratz, PE**  
Geotechnical Engineer  
GeoTechnologies

**Sarah Mills**  
Acquisition and Relocation Agent  
TELICS



**TY COLWELL • CLIENT OFFICER**

“Our People, Your Success” are not mere words for us—we go above and beyond through value-added approaches that we bring to our clients and projects. One way we put this philosophy into practice is a Client Officer, which is a complimentary service and will give this contract the attention it deserves. As Client Officer, Ty will routinely check in with you to ensure all milestones for the Spring Branch Drainage Repairs project are being met and address any concerns or questions the Town may have.

## Description of Design Team



### ROSS PERRY, PE, CFM PROJECT MANAGER

Ross is a senior project manager and stormwater engineer with experience designing and leading repair and rehabilitation projects. He specializes in hydrology/hydraulics modeling, preparing and analyzing detailed flood studies for the purpose of FEMA FIRM revisions, culvert sizing and design, and assessing the impacts of proposed developments on water quality and flood control for existing watersheds. He has extensive knowledge and experience with software and methods such as HEC-RAS, HEC-HMS, SWMM, StormCAD, PondPack, SCS TR-55, HEC-22, ArcMap, and AutoCAD which he has used to work on riverine flood studies, land development projects, stream restorations, and stormwater control measure designs. His stormwater design experience also includes culvert and bridge roadway crossings, bioretention areas, and constructed stormwater wetlands.

#### AREAS OF EXPERTISE

- » Project Management
- » Stormwater Engineering
- » Hydraulic Modeling/Analysis
- » Funding Compliance

#### EDUCATION

- » BS, Biological & Agricultural Engineering, Engineering Concentration, North Carolina State University

#### LICENSURE

- » Professional Engineer: NC, 042669
- » Certified Floodplain Manager: NC-16-0641

#### CERTIFICATIONS

- » Stormwater Control Measure (SCM) Inspection & Maintenance: NC, 2801
- » 40-Hour Health and Safety Training (8-Hour HAZWOPER Refresher Training Each Year)

#### PROJECT EXPERIENCE

- » North Church Street and East Front Street Drainage, Clayton, NC. Project Manager
- » Carey Road Drainage Repair, Kinston, NC. Project Manager
- » Duffyfield Stormwater Enhancements, New Bern, NC. Project Manager
- » Wolfsnare Lane Culvert Improvements, Morrisville, NC. Project Manager
- » Project Area 13 Drainage Improvements, Nags Head, NC. Project Engineer
- » Summer Lakes Modified Drainage, Cary, NC. Project Engineer
- » Stormwater Master Plan, Morrisville, NC. Project Manager
- » Blue Ridge Street Storm Drainage Replacement, Marion, NC. Project Engineer
- » Sky View Place Storm Drainage, Asheville, NC. Project Manager



#### MAKING A DIFFERENCE FOR THE TOWN OF SMITHFIELD

*Mr. Perry has a passion for stormwater and hydraulic modeling/analysis projects. He has experience on a variety of municipal projects which informs his expertise. Above all, he is focused on understanding client goals and what defines project success for them.*



# Description of Design Team



## EDUCATION

- » MS, Civil and Environmental Engineering, Univ. of South Florida
- » BS, Civil Engineering, St. Joseph's University

## LICENSURE

- » Professional Engineer: NC, 047183
- » GISP: NC, 67848

## DORI SABEH, PE, GISP

### QA/QC Manager

Dori is WithersRavenel's Director of Stormwater. He is a seasoned engineer and project manager with more than 20 years of experience working on a variety of municipal, water resources, and transportation projects for the public and private sectors. His technical expertise includes hydrologic and hydraulic modeling, natural systems protection and restoration, watershed management master plans, stormwater infrastructure design, and dam engineering. His background also includes extensive work with project development, planning, scoping and budgeting, QA/QC, and construction services. His expertise in client and staff management is beneficial to our recent stormwater professionals and our municipal and private customers. He is also a licensed Geographic Information Systems (GIS) Professional.

## PROJECT EXPERIENCE

- » West Pearsall Street Design & Construction, Dunn, NC. QA/QC Manager
- » Duffyfield Stormwater Enhancements, New Bern, NC. QA/QC Manager
- » Project Area 13 Drainage Improvements, Nags Head, NC. QA/QC Manager
- » Cedar Court Drainage Improvement, Pinehurst, NC. Project Manager
- » Long Street Storm Drainage Improvements, Salisbury, NC. QA/QC Manager
- » Brooklain-Coulwood SDIP, Charlotte, NC. QA/QC Manager
- » Stormwater Master Plan Update, Dare County, NC. QA/QC Manager



## EDUCATION

- » BS, Biosystems Engineering, Clemson University

## LICENSURE

- » Professional Engineer: NC, 055471
- » Certified Floodplain Manager: NC-22-0864
- » SCM Inspection & Maintenance

## KATHERINE KNIGHT, PE, CFM

### Project Engineer

Katherine is a stormwater engineer who provides a variety of design and consulting services for both public and private clients. She has worked with municipalities on stormwater master plans, development application reviews, to assess their Phase II MS4 Programs, and to develop plans for program compliance. Additionally, she has experience executing numerous SCM design projects, including preparing plans and specifications. She has also completed many local flood studies and FEMA CLOMR flood studies.

## PROJECT EXPERIENCE

- » Stormwater Master Plan, Red Springs, NC. Project Engineer
- » Duffyfield Stormwater Enhancements, New Bern, NC. Project Engineer
- » North Church Street and East Front Street Drainage, Clayton, NC. Project Engineer
- » Carey Road Drainage Repair, Kinston, NC. Project Engineer
- » Niblick Drive Culvert Replacement, Gastonia, NC. Project Engineer
- » Stormwater Program Development, Clayton, NC. Project Engineer
- » Cedar Court Drainage Improvement, Pinehurst, NC. Project Engineer
- » Stormwater Master Plan, Elizabethtown, NC. Project Engineer
- » Community Center Stormwater Drainage, Marion, NC. Project Engineer

## *Description of Design Team*



### **NATHANIEL EDDY, PE**

#### Project Engineer

Nathaniel is a stormwater engineer with a variety of project experience for both public and private clients. In addition to his work on stormwater design, he has specific project experience with stream restoration, bank stabilization, drainage channel design, resilience, FEMA projects, watershed protection, master planning, and dams. His technical skills involve working with Civil 3D, ArcGIS, HEC-RAS, Bentley CivilStorm, and Bentley PondPack.

#### EDUCATION

- » BS, Biological and Agricultural Engineering, North Carolina State University

#### LICENSURE

- » Professional Engineer: NC, 057571

#### PROJECT EXPERIENCE

- » Watershed Master Plan, Red Springs, NC. Project Engineer
- » Jump and Run Branch Study, Salisbury, NC. Project Engineer
- » West Pearsall Street Culvert Replacement, Dunn, NC. Project Engineer
- » Stormwater Master Plan, Trent Woods, NC. Project Engineer
- » Stormwater Master Plan Update, Dare County, NC. Project Engineer
- » Stormwater Master Plan, Selma, NC. Project Engineer
- » Wolfsnare Lane Culvert Improvements, Morrisville, NC. Project Engineer
- » Watershed Management Plan, Indian Trail, NC. Project Engineer
- » Dam Maintenance, Pinehurst Resort and Country Club, Pinehurst, NC. Project Engineer



### **ANTONIO DE CECCO, EI**

#### Staff Professional

Antonio has experience in residential and public works development, with a focus in stormwater control measure (SCM) design. In addition, he has experience in hydrology/hydraulics modeling. Using software and methods such as HEC-RAS, HEC-HMS, SWMM, CivilStorm, PondPack, HY-8, SCS TR-55, ArcMap, and AutoCAD, he provides practical solutions for stormwater management plans, flood studies, and hydraulic designs to meet state and local regulatory constraints for water quality, peak flow attenuation, and flood control.

#### EDUCATION

- » BS, Biological Systems Engineering, Virginia Tech University

#### LICENSURE

- » Engineer Intern

#### PROJECT EXPERIENCE

- » Duffyfield Stormwater Enhancements, New Bern, NC. Staff Professional
- » Cedar Street Stormwater Improvements, Cary, NC. Staff Professional
- » Stormwater Master Plan Update, Dare County, NC. Staff Professional
- » Stormwater Master Plan, Elizabethtown, NC. Staff Professional
- » Stormwater Master Plan, Morrisville, NC. Staff Professional
- » N. Durham Parkway Design Phase 1, Durham, NC. Staff Professional
- » Watershed Management Plan, Indian Trail, NC. Staff Professional
- » Stormwater Master Plan, Trent Woods, NC. Staff Professional



# Description of Design Team



## JACOB SMITH, EI

Construction Administration/Observation

Jacob has provided construction administration and observation services on a variety of public infrastructure and private projects. In addition to working on stormwater, water, and wastewater projects, he has experience in traffic engineering, transportation safety, and roadway design. He uses this knowledge to conduct pavement condition surveys and subsequent roadway resurfacing construction administration/observation.

### EDUCATION

- » BS, Civil Engineering, Virginia Tech University

### LICENSURE

- » Engineer Intern
- » SCM Inspection & Maintenance

### PROJECT EXPERIENCE

- » Street Pavement Condition Survey, Smithfield, NC. Construction Administration/Observation
- » General Stormwater Improvement Services, Knightdale, NC. Construction Administration/Observation
- » Carey Road Drainage Repair, Kinston, NC. Construction Administration/Observation
- » Cedar Street Stormwater Improvements, Cary, NC. Construction Administration/Observation
- » Carolina Preserve Drainage, Cary, NC. Construction Administration/Observation
- » Stormwater Improvements - Phase 2, Wrightsville Beach, NC. Construction Administration/Observation



## TROY BEASLEY

Director of Natural Resources

Troy is WithersRavenel's Director of Natural Resources. He specializes in coordination with local, state, and federal regulatory agencies for environmental permitting and consistency with current regulations. His 22 years of experience includes environmental assessments of property for due diligence, wetland delineations, riparian buffer determinations, endangered species surveys, CAMA permitting, riparian buffer coordination and permitting, and Section 401/404 environmental permitting.

### EDUCATION

- » BA, Parks & Recreation Natural Resources Management, UNC Wilmington

### LICENSURE

- » Endangered Species Training, Section 7 Consultation
- » NC Wetland Assessment Method Training

### PROJECT EXPERIENCE

- » Yadkin Road Drainage, Fayetteville, NC. Environmental Scientist
- » General Stormwater Improvement Services, Knightdale, NC. Environmental Scientist
- » Carey Road Drainage Repair, Kinston, NC. Environmental Scientist
- » Airlie Gardens Stormwater Retrofits, Wilmington, NC. Environmental Scientist
- » Hurricane Damage Repair & Stormwater Services, Maxton, NC. Environmental Scientist
- » Duffyfield Stormwater Enhancements Phases 1-4, New Bern, NC. Environmental Scientist
- » Summer Lakes Modified Drainage, Cary, NC. Environmental Scientist
- » Stormwater Improvements - Phase 2, Wrightsville Beach, NC. Environmental Scientist

# Description of Design Team



## JONATHAN NICHOLS

SUE Group Director

Jonathan serves as the Subsurface Utility Engineering (SUE) Director and is responsible for operations and manpower allocation. With more than 12 years of experience, he has used a wide range of geophysical equipment to solve complex geophysical and utility mapping problems. He has performed and managed numerous SUE and geophysical investigations for a wide range of clients, including the Department of Defense, state departments of transportation, municipalities, industries, airports, power utilities (nuclear and fossil), environmental and geotechnical firms, and railroads.

### EDUCATION

- » BS, Business Administration, Barton College

### CERTIFICATION

- » Hazardous Waste (HAZWOPER)

### PROJECT EXPERIENCE

- » Yadkin Road Drainage, Fayetteville, NC. SUE Manager
- » Long Street Storm Drainage Improvements, Salisbury, NC. SUE Manager
- » Mims Park Regional Stormwater Design, Holly Springs, NC. SUE Manager
- » Hurricane Damage Repair & Stormwater Services, Maxton, NC. SUE Manager
- » Strickland Drainage Retrofits, Wendell, NC. SUE Manager
- » Duplin Airport Stormwater UAS, Duplin County, NC. SUE Manager
- » ECIA Transmission improvements, Clayton, NC. SUE Manager
- » Water Plant Upgrade, Red Springs, NC. SUE Manager



## RICHIE TARBY, PLS

Geomatics Director

Richie is the head of WithersRavenel's Geomatics Department. He is a licensed professional land surveyor with nearly 30 years of project and management experience. His work background includes providing surveying services for a variety of municipal, commercial, and residential projects throughout the state. Richie's range of project experience includes site, vertical, and utility projects, enabling development across the state for both public and private clients. His extensive background prepares him well to lead a variety of projects and teams.

### EDUCATION

- » BS, Forestry, State University of New York College of Environmental Science and Forestry

### LICENSURE

- » Professional Surveyor: L-4587

### PROJECT EXPERIENCE

- » Southern Oaks Design Build, Fuquay-Varina, NC. Director of Geomatics
- » North Dawson Street Property, NC League of Municipalities, Raleigh, NC. Director of Geomatics
- » Pfizer North, Sanford, NC. Director of Geomatics
- » Hodge Road Assemblage, Raleigh, NC. Director of Geomatics
- » Phase 1 ESA and Alta Survey, Morrisville, NC. Director of Geomatics
- » City Hall Annex Topographic Survey, Sanford, NC. Project Manager
- » Umstead Hotel Expansion and Stormwater Features, Cary, NC. Director of Geomatics

# *Description of Design Team*



## EDUCATION

- » MS, Natural Resources with Policy and Administration Concentration, North Carolina State University
- » BA, Life Sciences and Environmental Studies, Guilford College

## MONICA CHEVALIER

Grants Administrator

Monica is a grant administrator with more than 12 years of project management and community development experience with a particular focus on and interest in supporting environmental engineering. She brings experience identifying, pursuing, organizing, and facilitating receipt of multi-million-dollar development funding applications. She coordinates with local municipalities and partner organizations to ensure grant compliance, policy adherence, and client satisfaction. She is an essential resource for local governments seeking funding assistance for projects such as water and sewer infrastructure, community facilities, and parks.

## PROJECT EXPERIENCE

- » ARPA and SRF Funding Applications, Red Springs, NC. Grant Services
- » Water & Sewer Improvements (ARPA Funded), Burlington, NC. Grant Administration
- » DWI Stream Restoration, Biltmore Forest, NC. Grant Administration
- » Supply Wells and Water Main Replacement (ARPA Funded), Selma, NC. Grant Services
- » LASII Stormwater Master Plan, Selma, NC. Grant Services
- » Spring ARPA Funding Application, Clinton, NC. Grant Services
- » Stormwater System Asset Inventory and Assessment (AIA), New Bern, NC. Grant Administration



## EDUCATION

- » MPA, Community and Economic Development, UNC Greensboro
- » BA, Political Science, North Carolina State University

## AMANDA WHITAKER

Director of Funding Services

Amanda is WithersRavenel's Director of Funding Services. She has more than 20 years of experience concentrated in grant writing, grant administration, and community and economic development projects. She has successfully written and administered grants for projects all over North Carolina for economic development, neighborhood stabilization, housing rehabilitation, parks and recreation, public infrastructure, and downtown revitalization.

## PROJECT EXPERIENCE

- » Lead & Copper Funding Application, Smithfield, NC. Director of Funding
- » ARPA and SRF Funding Applications, Red Springs, NC. Director of Funding
- » LASII Stormwater Planning Application, Dunn, NC. Project Manager
- » LASII Stormwater Construction Application, Trent Woods, NC. Project Manager
- » LASII Stormwater Construction Application, Elizabethtown, NC. Project Manager
- » Stormwater Master Plan Update, Dare County, NC. Director of Funding
- » Stormwater Master Plan, Oxford, NC. Director of Funding
- » Resiliency Consulting and Grant Services, New Bern, NC. Project Manager
- » LASII Stormwater Planning Application, Black Mountain, NC. Project Manager
- » Wolfsnare Lane Culvert Improvements, Morrisville, NC. Director of Funding

# Description of Design Team



**MARK POTRATZ, PE**  
Geotechnical Engineer



Mr. Potratz is the Vice President and Principal Engineer of GeoTechnologies, Inc. He is responsible for the project management of geotechnical and special inspections as well as material testing. GeoTechnologies and WithersRavenel have collaborated on more than 100 successful projects across North Carolina.

**EDUCATION**

- » BS, Civil Engineering, State University of New York at Buffalo

**LICENSURE**

- » Professional Engineer: NC, 025955

**PROJECT EXPERIENCE**

- » West Cabarrus Street Culvert Replacement, Raleigh, NC. Geotechnical Engineer
- » Woodhaven Drive Culvert Replacement, Havelock, NC. Geotechnical Engineer
- » Lake Royale Culvert Replacement, Bunn, NC. Geotechnical Engineer
- » University Drive Culvert, Durham, NC. Geotechnical Engineer
- » Kings Grant Culvert Replacement, Fayetteville, NC. Geotechnical Engineer

**GEOTECHNOLOGIES PROJECTS IN SMITHFIELD**

- » Venture Drive Pavement Evaluation, Smithfield, NC
- » Lake Park Circle Pavement Evaluation, Smithfield, NC
- » South Equity Drive Pavements Engineering and Testing Services, Smithfield, NC



**SARAH MILLS**  
Acquisition and Relocation Agent



Sarah joined TELICS in 2018 and is currently an Acquisition and Relocation Agent in the firm's Greenville, NC office. Her daily responsibilities include following proper principles, practices, and procedures for Right of Way by obtaining information from all relevant sources, interpreting the information, and disseminating information about the right of way impact to property owners. She effectively negotiates with private landowners and government agencies for the acquisition of various land rights for construction, operation, and maintenance of existing and new facilities.

**EDUCATION**

- » BS, Business Management, North Carolina State University

**LICENSURE**

- » NC Real Estate License: 310527
- » Notary Public

**PROJECT EXPERIENCE**

- » Greenbriar Drainage Project Greenville, NC. Municipal Project Manager/Agent
- » Southern Oaks Gravity Sewer Outfall, Fuquay-Varina, NC. Municipal Project Manager/Agent
- » Machine Welding Outfall, Dunn, NC. Municipal Project Manager/Agent
- » Higgins Greenway, Cary, NC. Municipal Project Manager/Agent
- » Crabtree Creek Greenway, Cary, NC. Municipal Project Manager/Agent
- » Sanitary Sewer Extension, Broadway Road at Oriole Circle Sanford, NC. Municipal Project Manager/Agent



# PROJECT APPROACH

## MANAGEMENT APPROACH

### KICK-OFF MEETING

At the onset of the project, we will meet with the Town to establish expectations for the project, to include:

- » Reviewing of project goals
- » Setting key project milestone dates
- » Establishing communication channels
- » Confirming upstream and downstream project area limits
- » Discussing any known critical infrastructure or infrastructure within the defined project area
- » Discussing potential alternatives to be evaluated
- » Confirming performance goals for proposed improvements
- » Discussing data availability and data collection
- » Discussing public acceptance for easement acquisition and removal of structures
- » Discussing overall construction budget and funding options
- » Discussing other particular issues or concerns

### QA/QC PROCEDURES

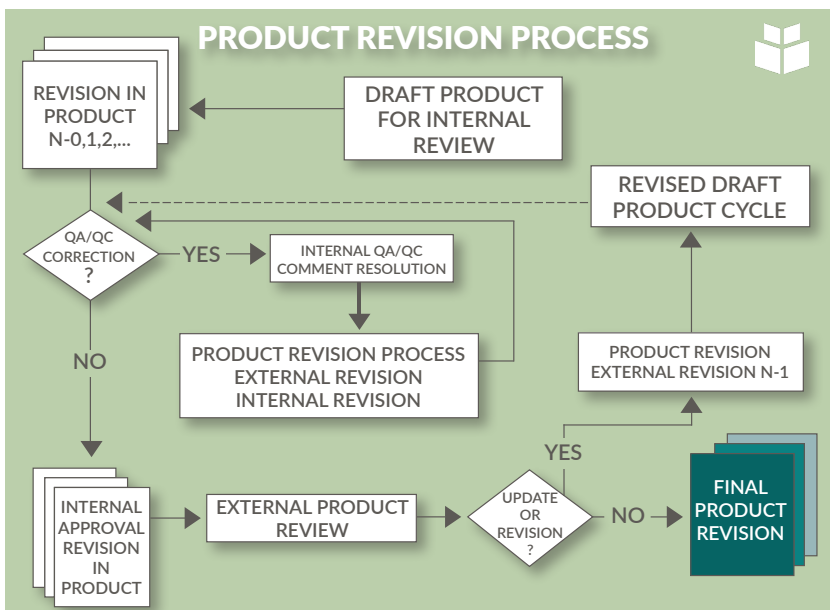
We have developed a rigorous Quality Assurance/Quality Control (QA/QC) procedure that applies to stormwater projects to ensure that the design and permitting progress along the planned schedule, within the set budget, and, most

importantly, to provide a quality design to avoid unforeseen conditions during construction that could result in unsafe conditions, delay claims, or change orders.

Our QA/QC procedures require that the QA/QC Manager is organizationally independent of the Project Manager, to provide guidance throughout the entire process. The QA/QC Manager's responsibility will be to make sure that the QA/QC plan is implemented at all levels. A QC reviewer is assigned for each major task based on expertise in the subject. Once a task is complete, the Project Manager initiates the QC review and requests comments in writing. The comments are then addressed by the design team and returned to the QC reviewer for back-checking.

This process is repeated as needed to address all comments. The Project Manager then submits the corrected work along with the QC review comments and responses to the QA/QC Manager for a QA check and insurance that the QA/QC plan was followed. For construction documents, the Project Manager will initiate a biddability constructability review by a senior professional prior to releasing the final project documents.

**It is anticipated that the Town will provide review comments related to decision-making and overall expectations of the project. The Town's review is not expected to be in lieu of our QA/QC of deliverables.**



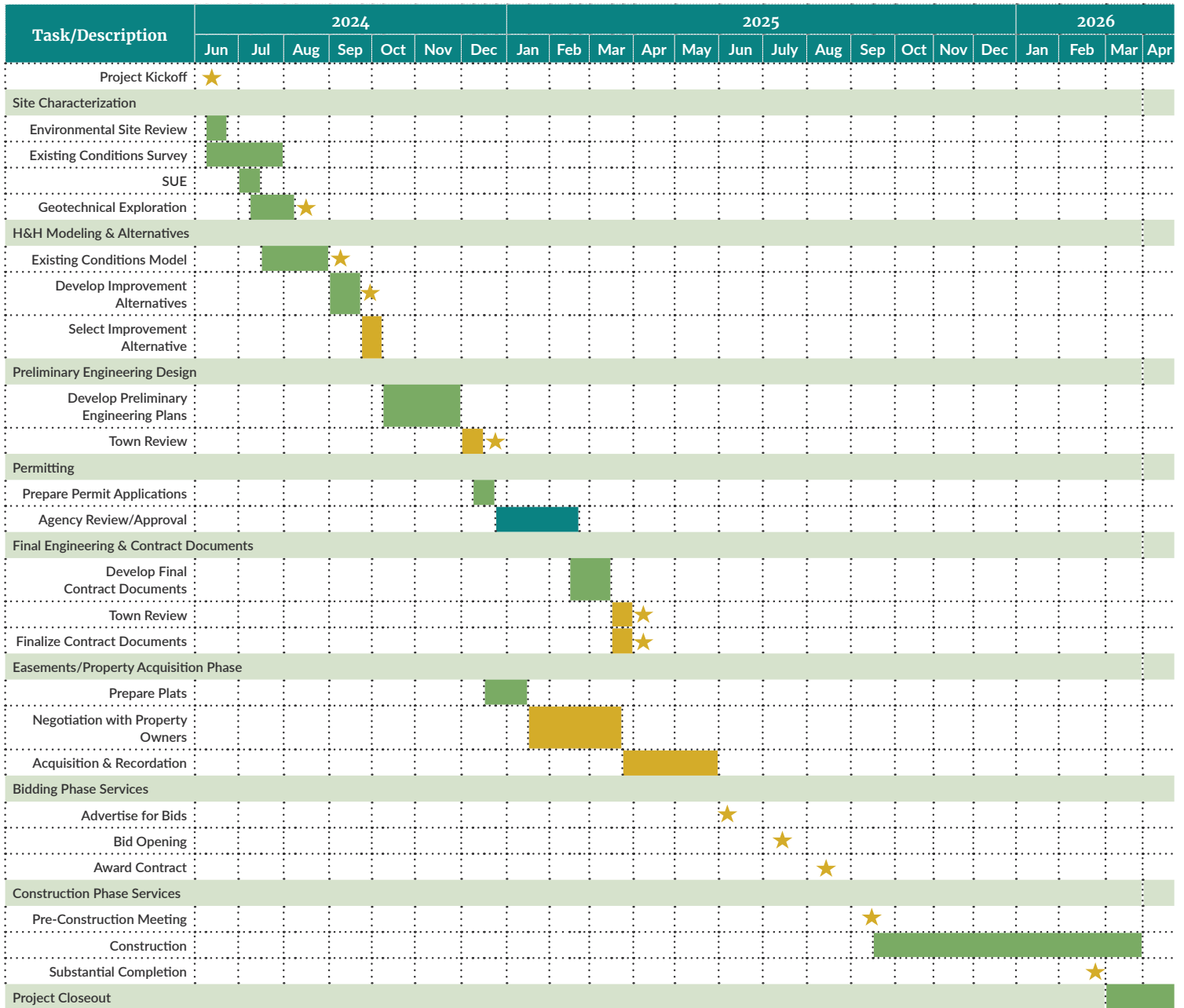
**WithersRavenel's quality assurance program begins with our response to your RFQ and encompasses every phase of the project, from scheduling through final design and bidding, construction, certification/activation and/or occupancy, and closeout.**

**Our process also minimizes change orders while keeping projects on track.**

# Project Approach

## SCHEDULE OUTLINE

Based on our understanding of the project we anticipate that permitting and easement acquisition are the two most critical items to initiate early in the process. Although the work performed for the project will likely be approved under a nationwide permit, the agencies require pre-application notification of 45 days for permits. The following chart shows an outline of the major tasks with a design completion time of nine months from notice to proceed. This includes a two-week review period by the Town for each submittal.



- Green** = WithersRavenel
- Gold** = Town of Smithfield
- Teal** = Outside Review Agencies
- Gold Star** = Milestone Date

# *Project Approach*

## SCHEDULE AND BUDGET CONTROLS

As discussed earlier, we believe that early coordination and communication with the Town and regulatory agencies is crucial for the successful timely completion of the project. This approach is carried out throughout the life cycle of the project. The Project Manager is responsible for monitoring the schedule and budget on the project weekly and comparing the expended time/budget to the percent completed on tasks with input from key team members.

As soon as the Project Manager detects potential discrepancies between progress, timeline, and/or expenditure, he will convene with the project team to identify and initiate remedial actions. Remedial actions could include increasing coordination with agencies, increasing technical support, adding production staff, etc. This process ensures that any potential constraints are identified and remedied before any impacts on the overall project schedule and budget.

The Project Manager will provide a status update to the Town at least on a monthly basis (or more frequently as agreed upon during the kick-off meeting).

## GRANT ADMINISTRATION

As part of the project management task, WithersRavenel's experienced Funding staff will provide the Town with grant administration services that include:

- » Reviewing appropriate state and federal guidelines applicable to this project.
- » Complete preliminary paperwork needed to submit reimbursements for the project.
- » Prepare interim progress reports as required by the funding agencies.
- » Prepare requisition payment requests and compile necessary supporting documentation for the Town to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI).
- » Assist the Town Finance Officer in keeping necessary files and match documentation.
- » Act as a liaison as required between the Town and DWI.
- » Assist the Town in close-out procedures and paperwork.

## SITE CHARACTERIZATION

This phase includes conducting preliminary jurisdictional lines delineation, existing conditions survey, and collating historic data to develop a baseline condition for the repair/stabilization and highlight site constraints.

## *Environmental Site Review*

Our team will conduct an initial site visit to identify major areas of concern and interest within the project area. The initial site visit will include our project manager, lead designer, and lead environmental scientist. WithersRavenel's environmental scientists will conduct a formal delineation of jurisdictional lines within the project area. During the initial visit, our environmental scientist will identify and flag preliminary jurisdictional boundaries to be surveyed. Flagged wetland boundaries and stream centerlines will be verified with the U.S. Army Corps of Engineers for concurrence.

Our team staff will collect all necessary data and photos for submittal of 401 and 404 permitting requirements and will create a preliminary map of identified features to assist the surveyor for location of jurisdictional boundaries.

A formal request package (forms, figures, data sheets) will be submitted to the USACE for a Preliminary Jurisdictional Determination (PJD). If necessary, a field verification will be conducted with USACE to discuss Jurisdictional Determination and potential Clean Water Act 401/404 permitting requirements.

## *Existing Condition Survey*

WithersRavenel's internal survey team will provide comprehensive topographic, physical, and utility location survey. Providing survey as an integral part of the project team results in superior coordination on the project goals and efficient data collection.

Our surveyors will conduct an existing condition survey to include topography, benchmarks horizontal and vertical controls, existing easements, property lines, right-of-way lines, public and private utilities, surface features, gravity pipe inverts, top of banks, and flagged jurisdictional lines.

WithersRavenel supplements our traditional surveying equipment and methods, which consist of electronic total stations and Global Positioning System (GPS/GNSS), with more advanced remote sensing technologies, including unmanned aircraft systems (UAS, commonly called drones), 3D laser scanning (ground-based LiDAR), and aerial LiDAR using a UAS platform. All of these traditional and advanced technologies are tools in our toolbox and are used for the benefit of schedule and quality as project requirements and site conditions permits.

# Project Approach

## Subsurface Utility Engineering (SUE)

WithersRavenel also has in-house SUE capabilities. Our SUE crews can locate and designate subsurface utilities within the project area for collection by survey crews. Depending on the level of accuracy required for design, WithersRavenel can utilize various levels of investigation:

- » Level B – Determines the existence and horizontal location of underground utilities using surface geophysical techniques such as electromagnetic locating and ground penetrating radar. Used to generate a 2D map of utility locations.
- » Level A – This is the most accurate and effective SUE level available. Crews utilize nondestructive digging equipment (potholing using Air Knifing and Vacuum Excavation) to physically observe underground utilities and determine their precise horizontal and vertical location. When surveyed and mapped, this can provide accurate plan and profile information to identify potential conflicts and allow for detailed design decisions and justifications.

**This information is vital when attempting to design improvements in an urbanized area such as the portions of 2nd and 4th Streets that cross Spring Branch. Knowing the precise location of underground utilities in addition to the**

**location of rock is essential in ensuring the improvements and associated opinion of costs are feasible and accounts for these potential conflicts or provide alternative solutions. This goes a long way in reducing timely delays in the field that can also result in costly change orders due to unforeseen conflicts.**

## Geotechnical Exploration

Due to the reference of shallow rock in the previously completed Preliminary Engineering Reports, we have partnered with GeoTechnologies to provide geotechnical exploration of the existing soils the approximate location of bedrock within the project area. The presence of rock will help inform certain design decisions and help determine the economical and constructible feasibility of proposed alternatives. Classification of soils within the project area will allow for upfront consideration of in-situ soils as a suitable backfill option. We have a successful relationship with GeoTechnologies serving our municipal clients.

The geotechnical exploration and evaluation will be conducted in parallel with the surveying and environmental site review, surveying, and SUE fieldwork to optimize the project schedule. Findings of the geotechnical exploration will be included in the bid package to avoid future claims by contractors for unknown soil conditions change orders.

### LOCAL GOVERNMENT WORK, ARP, AND DWI

WithersRavenel has hundreds of municipal government clients across North Carolina, and has a bounty of experience working on ARP- and DWI-funded projects. Additional local governments we have worked within Johnston County include Clayton, Benson, and Four Oaks. We've worked on ARP projects in New Bern, Burlington, Pilot Mountain, Selma, and Clinton. **See Page 10 for details on our extensive work on DWI-funded engineering projects.**





# Project Approach

## HYDRAULIC MODELING AND ALTERNATIVES EVALUATION

### Existing Conditions Modeling

WithersRavenel will build off the preliminary modeling completed as part of the Phase 1 and Phase 2 Preliminary Engineering Reports for Spring Branch Stormwater Basin completed by WithersRavenel in May 2012 and July 2013, respectively. The previously developed model prepared using the Environmental Protection Agency’s (EAP) Storm Water Management Model (SWMM) software will be upgraded to a dynamic model using current PCSWMM software and updated to use the collected survey information in addition to current land use and soils information.

PCSWMM will be used to assess the hydrology of the contributing drainage area associated with the project area as well as assess the hydraulic performance (hydraulic grade lines, surcharging, etc) of the ancillary stormwater drainage components that tie to the main channel. It is anticipated that the US Army Corps of Engineers Hydrologic Engineering Center’s River Analysis System (HEC-RAS) software will be used to develop a detailed 2-dimensional model of Spring Branch and associated culverts. The HEC-RAS model allows for detailed analysis of water surface elevations, velocities, shear stress, etc associated with the flow of stormwater through Spring Branch, both within the channel as well as overbank flows due to overtopping. The two models will work integral together, with the PCSWMM model informing the inflows for the HEC-RAS model while the HEC-RAS model will inform the tailwater condition for the PCSWMM model.

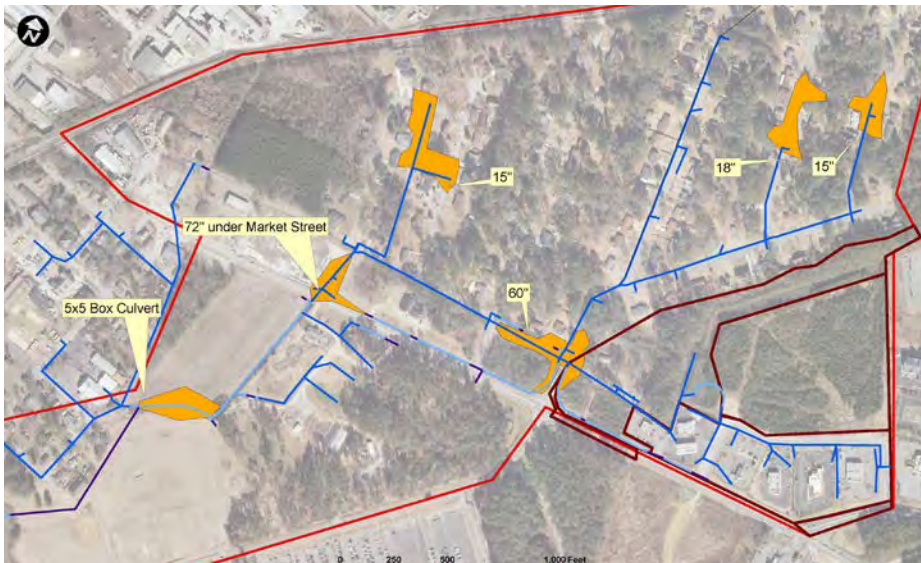
WithersRavenel will use the above-described models to assess flooding conditions associated with existing conditions. The results produced by the models will be pulled out of the “black box” of an engineering model and transposed onto GIS-based exhibits depicting flooding depths and extents. These exhibits provide context in a clear and easy-to-understand platform that can be used to engage the community and stakeholders.

The results of the existing condition model will be presented to and reviewed with Town staff to assess accuracy. If necessary, WithersRavenel can calibrate the existing conditions model based on historic high-water marks or anecdotal evidence of how past storm events have impacted the project area.

### Evaluation of Improvement Alternatives

Once the Existing Conditions Models are finalized, WithersRavenel will use them as a baseline for modeling potential improvements within the project area. WithersRavenel will work to develop planning-level conceptual improvement designs that will be incorporated into the models to assess the performance of each alternative. WithersRavenel will present the proposed alternatives to the Town along with a summary of the flood mitigation benefits, approximate construction costs, and potential constructability issues associated with each.

We will work with Town staff to weigh the pros and cons of each alternative and ultimately choose the proposed improvement project that best fits with the Town’s goals and project limitations.



Imagery from WithersRavenel 2012-2013 Spring Branch reports

## *Project Approach*

### PRELIMINARY ENGINEERING DESIGN

Following the selection of an improvement alternative by the Town, WithersRavenel will move forward with the preliminary engineering process. The design team will prepare design plans and opinions of probable construction costs for the Town's review/comments prior to submitting them to the permitting agencies.

The preliminary engineering design task consists of preparation of the following:

- » Existing Conditions sheet
- » Demolition Plan sheets
- » Improvement Plan & Profile sheets
- » Erosion & Sediment Control sheets
- » Standard Details
- » Draft easement plats for negotiation with property owners (if necessary)

This plan set will be used to prepare an opinion of probable construction cost to evaluate anticipated cost and make pivots in design direction as needed to comply with project objectives, budget, and schedule.

The preliminary design is provided to the Town for review/comments. Applicable comments are then addressed prior to submitting the required permit applications.

### STREAM AND WETLAND 404/401 PERMITTING

We anticipate that proposed improvement alternatives will be eligible for authorization by the US Army Corps of Engineers (USACE) under a Nationwide Permit (NWP).

WithersRavenel will conduct a pre-application meeting with the USACE and NC Division of Water Resources (NCDWR) to discuss the proposed restoration activities and confirm that an NWP is the appropriate permit for the project.

WithersRavenel will prepare the impact maps, Preconstruction Notification (PCN) application and all supporting documentation and submit to the USACE and NCDWR. During the review process, WithersRavenel will coordinate with the agencies to address any questions they may have and provide additional information requested to facilitate issuance of the USACE NWP and NCDWR 401 Water Quality Certification permit for the project.

To optimize the schedule, the permit application and documentation are submitted once the preliminary design has been reviewed by the Town and major decision items have been completed.

All details needed for final construction drawings can be finalized while the permit review is completed by the appropriate agencies.

#### RISKS, CHALLENGES & CONCERNS

WithersRavenel understands the complexities of working in urbanized project areas and the challenges of designing around existing structures, infrastructure, subsurface utilities, and private properties. We rely on extensive upfront field investigations to characterize existing conditions and identify potential design conflicts. This allows for the development of a robust existing conditions model that can be used to assess various improvement alternatives. These alternatives are then shared with the Town and appropriate stakeholders (property owners, utility companies, etc.) to determine a feasible solution that best achieves the Town's goals.





# Project Approach

## FINAL ENGINEERING DESIGN AND CONTRACT DOCUMENTS

WithersRavenel will finalize the design process with the completion of the permitting phase. A complete set of construction drawings, bidding documents, and opinion of probable construction cost will be submitted to the Town for final review and approval. We will work with the Town on finalizing any necessary easement plats for recordation.

The Final Design deliverables includes:

- » Final Construction Drawings
  - » Existing Conditions sheet
  - » Demolition Plan sheets
  - » Improvement Plan & Profile sheets
  - » Erosion & Sediment Control sheets
  - » Standard Details
  - » Traffic Control Plan sheets
- » Final easement plats for recordation
- » Project Manual to include front-end contract documents and technical specifications
- » Revised opinion of probable construction cost

WithersRavenel will finalize front-end documents and the project technical specifications once the Town approves the final construction contract documents with agreed-upon bid dates and advertisement information.

## BIDDING, CONTRACT AWARD

WithersRavenel will assist the Town as necessary to provide paper and electronic copies and assist with the advertisement and bidding.

WithersRavenel will also schedule and host a virtual pre-bid conference where we will review the scope of work and all requirements for contractors to submit an eligible bid.

In addition, WithersRavenel will address any clarifications to the construction documents by written addendum and assist the Town with the bid opening per funding agency requirements.

Once bids are received, WithersRavenel will tabulate and review bids for eligibility while checking contractor references.

Based on those findings, WithersRavenel will provide a recommendation of award to the Town. WithersRavenel has been through numerous formal and informal bids for municipal projects and understands this process well to ensure compliance with applicable state and federal procurement requirements.





# Project Approach

## CONSTRUCTION ADMINISTRATION/ OBSERVATION SERVICES

Once the Town awards the contract and the project proceeds towards construction, WithersRavenel has dedicated staff that works with the design engineers to provide Construction Administration/Observation services. We understand the importance of proper administration of the contract and providing construction oversight to ensure correct implementation of the design to avoid change orders.

We will assist the Town with the following tasks leading up to and during construction:

- » Schedule, conduct, and provide minutes for the pre-construction meeting.
- » Review shop drawings submitted by the contractor for compliance with the drawings and technical specifications.
- » Schedule, conduct, and provide minutes for weekly/monthly progress meetings.
- » Maintain a project directory including names and contact information for key personnel.
- » Review, prepare, and issue change orders to be approved by the Town.
- » Provide construction observation services to check for compliance with contract documents and to review pay applications.
- » Maintain weekly observation field reports with construction photographs to be provided to the Town.
- » Evaluate pay applications and issue recommendations of approval for the Town.
- » Schedule and conduct a Substantial Completion walk-through and prepare a punch list of incomplete items.
- » Issue a Certificate of Substantial Completion once the work has been satisfactorily completed and approved by the Town.
- » Review and verify compliance of required field testing.
- » Schedule and conduct a Final Completion walk-through of the project.
- » Assemble and review for completeness closing papers of the contractors.
- » Approve final application for payment for each contractor upon correction of deficiency reports and forward to Town.
- » Participate in dispute resolution procedures as detailed in the construction contract documents, as needed.

### MINIMIZING CHANGE ORDERS

By anticipating the challenges that may be faced during construction and the means and methods that the contractor may use on site, we can address complicated situations in the design, **minimizing change orders and construction delays**. Our construction administration staff also assists with cost estimates, and tracks industry pricing trends to anticipate project costs at the time of construction.

### *Final Walk-Through*

Final walk-through and certification will consist of initial walk-through review with the contractor and the Resident Project Representative (RPR) to determine if the project has reached substantial completion and prepare a punch list of work items needed to meet final completion.

After the contractor has addressed the items on the punch list, WithersRavenel will conduct a final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of the engineer's knowledge. Once WithersRavenel and the Town deem the work to be acceptable and in substantial conformance with the drawings and specifications, WithersRavenel can provide written notice of such to the Town.

### *Project Closeout*

Upon final completion of construction activities, but within one month before the end of the construction contract's correction period, WithersRavenel will, with Town Staff, inspect the site to ascertain whether any portion of the work or the repair of any damages to the site or adjacent areas is defective and therefore subject to correction by the contractor. Following repair/correction of any identified issues, WithersRavenel will utilize the as-built survey collected by our in-house survey crews along with contractor markups and field observations to prepare redlined Record Drawings that represent as-built conditions. These Record Drawings will be submitted to the Town for review and approval. At this time WithersRavenel will assist the Town with the preparation of necessary close-out procedures and paperwork as required by the funding agency to complete the project.



 **Current Workload**

# PROJECT WORKLOAD

The WithersRavenel team is committed to providing the resources needed to produce responsive and cost-effective engineering services for the Town. We have a proven track record of initiating and completing projects on or ahead of schedule. The team as a whole is committed to providing the Town of Smithfield with the necessary staff commitments to complete the project in accordance with your schedule.

**Our project team has sufficient capacity in their present workload commitments, and we have sufficient additional staff resources, if needed, to complete your project requirements.** Below are current, ongoing projects that members of our stormwater team are working on:

Project Name	Client	Scheduled End Date
Crabtree Creek Dam Plan ED 22B	Wake County	June 2026
Crabtree Creek Dam Plan ED 11A	Wake County	June 2026
Stormwater Plan Review	Town of Clayton	December 2024
LASII Stormwater Master Plan	Town of Selma	December 2025
Comprehensive Stormwater Master Plan	Town of Waynesville	December 2025
Engineering Services for AIA of the Stormwater System	City of New Bern	December 2025
Duffyfield Stormwater Project Phases 2-4	City of New Bern	June 2024
Stormwater Feasibility Study	Town of Belville	February 2025
Stormwater Master Plan	Town of Selma	December 2025
Stormwater Master Plan Engineering Services	Town of Swansboro	May 2025
Crabtree Creek Dam Sediment and Supplemental Studies (11A 22B)	Wake County	June 2026
Stormwater Master Plan	Town of Holly Springs	April 2025
On-Call Stormwater Project Area 13 Revisions	Town of Nags Head	December 2024
Cedar Street Stormwater Improvements	Town of Cary	October 2024
National Dam #1 (MOORE-150) Seepage Mitigation	Pinehurst Resort and Country Club	May 2025
Broughton Farm Dams Modification	NC Wildlife Resources Commission	December 2024
MS4 Stormwater Management Plan Update	Town of Leland	July 2024
Cedar Court Drainage Improvement	Village of Pinehurst	August 2024
Hollybrook Drainage	Town of Wendell	October 2024
Ocracoke Village Stormwater	Hyde County	December 2025

## OUR AVAILABILITY

**Each of the WithersRavenel staff members proposed for this project are available immediately and are committed to fulfilling their duties until the project is completed. Should you require additional personnel to complete emergency or specialized tasks not anticipated in the RFQ, we have ample staff to meet those needs, including resources in other North Carolina offices that can be mobilized on short notice.**

# *References and Exceptions*

## REFERENCES

At WithersRavenel, the ultimate award is objectives met, results achieved, and clients satisfied. The references provided below can attest to how the quality and timeliness of our work helped them to meet their goals.

As a North Carolina-based firm, WithersRavenel focuses on delivering big-city capabilities to smaller North Carolina municipalities. Our clients often compliment our responsiveness, ability to stay on budget and schedule, and innovative techniques on projects. **The references correspond to the project examples and required information on pages 6-10.**

### CITY OF NEW BERN

George Chiles  
Public Works Director  
252-639-7500  
chilesg@newbernnc.gov

### CITY OF DUNN

Steven Neuschafer  
City Manager  
910-230-3500  
sneuschafer@dunn-nc.org

### TOWN OF RED SPRINGS

Timothy Mauldin  
Public Works Director  
910-843-5241  
timmauldin@redsprings.org

## EXCEPTIONS TO SCOPE

We have reviewed the outlined Scope of Services for the Spring Branch Drainage Repairs Project and have no exceptions.

## HISTORY OF LITIGATION

WithersRavenel prides itself on putting forth great effort in resolving disputes before any form of mediation, arbitration, or litigation is considered. While fairness and client satisfaction are our foremost goals, we recognize that formal dispute resolution is periodically a necessary part of the business. The following table outlines the claims filed against WithersRavenel in the past 10 years.

Professional Liability Claims	Description	Initiation Date	Closure Date	Status	Case Number
Z. Bolen and C. Bolen v. Rufty Homes, Inc. and WithersRavenel, Inc.	Site/Civil design project for residential single family home lot. Adjoining property owner claimed stormwater runoff increased as a result of the construction on the adjoining lot. Changes to local drainage on neighboring lot required to mitigate flooding from the runoff from multiple properties.	February 18, 2019	April 19, 2019	Settled <\$10,000	Wake Co. (NC) Superior Court File No. 19-CVS-1472 (dismissed)
Town of Sunset Beach, NC v. Withers & Ravenel, Inc.	Site/Civil design project for improvements to a small park for the Town. Complaint alleged materials specified in the design and used for construction did not align with Town expectations.	March 17, 2015	April 4, 2016	Settled - Amount not disclosed.	Brunswick Co. (NC) Superior Court File No. 15-CVS-495 (dismissed)





# THANK YOU!



WithersRavenel  
Our People. Your Success.









# Request for Town Council Action

Consent 24-25  
Agenda Resurfacing  
Item: Project  
Date: 08/13/2024

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Subject: FY 24-25 Resurfacing Project  
Department: Public Works  
Presented by: Public Works Director – Lawrence Davis  
Presentation: Consent Agenda Item

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## Issue Statement

The Public Works Department is proposing the FY 24/25 Resurfacing project be awarded to Daniels Inc. of Garner.

## Financial Impact

If approved by council, the FY 24/25 Resurfacing Project will utilize the budgeted \$246,305.15 in Powell Bill funds.

## Action Needed

Council approval to award the FY 24/25 Resurfacing Project to Daniels Inc. of Garner

## Recommendation

Staff recommends awarding the FY 24/25 Resurfacing Project to the Daniels Inc. of Garner.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Received Bids



# Staff Report

Consent 24-25  
Agenda Resurfacing  
Item: Project

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**This year's resurfacing project consist of 12 streets that will receive a 1" ½ overlay. Ten (10) of the streets will require to be milled down a 1" ½ to 2" below line before paving can be done. Approximately .749 mile of city streets will be paved.**

Thirteen resurfacing project location listings were sent out for streets that need resurfacing. We received proposals from six (6) companies and are as follows.

1. Garris Grading & Paving.	\$238,950.45
2. Legion Asphalt, Inc.	\$260,632.66
3. Turner Asphalt LLC.	\$395,583.54
4. Barnhill Contracting.	\$460,516.57
5. Daniels Inc Garner.	\$246,305.15
6. ST Wooten Corp.	\$340,606.54

Staff recommend awarding the FY 24/25 Resurfacing Project to Daniels Inc. of Garner in the amount of \$246,305.15

## Jacqui Smith - Public Works Admin

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**From:** Jeff Poppens <jpoppens@garrispaving.com>  
**Sent:** Friday, July 26, 2024 8:51 AM  
**To:** Jacqui Smith - Public Works Admin  
**Subject:** Estimate for Smithfield 2023-2024 Street Resurfacing Garris Paving  
**Attachments:** smithfield 2023-2024 Resurfacing Estimate Garris.pdf

Please see the attached job proposal.

Jeff Poppens / Estimator  
Garris Grading & Paving, Inc  
5950 Gay Rd Farmville NC 278728  
Phone: 252-749-1101 Cell: 252-227-1946  
Email: jpoppens@garrispaving.com  
Web: [www.garrispaving.com](http://www.garrispaving.com)

	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
1.	S. First street 1400 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$12.50	\$13,108.38
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1000.00	\$2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	1,048.67	SY	\$4.00	\$4,194.68
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	1	EA	\$110.00	\$110.00
2.	S. First Street 1300 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$12.50	\$13,000.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,000.00	\$2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2 " below Gutter Line)	1040	SY	\$4.00	\$4,160.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
3.	900 North Ave.	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$12.50	\$8,688.88
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1000.00	\$2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1/2 " level ) Edge mill	0.00	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
4.	Dr. C.J Allen 100 block	1	S9.5B Asphalt Surface Course ( 1- 1/2" Thick) true and level to the curb	529.00	SY	\$12.50	\$6,612.50
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	N/A	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = " 1-1/2 " below Gutter Line) edge mill level to curb	529	SY	\$4.00	\$2,116.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
5.	Dr. C.J Alen. 200 block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$12.50	\$8,688.88
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1000.00	\$2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	695	SY	\$4.00	\$2,780.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
6.	Cherry Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 12.50	\$ 13,237.50
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	N/A	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
7.	Dall Street Intryway	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$ 12.50	\$ 7,602.75
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$ 1000.00	\$ 2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$ 4.00	\$ 2,432.88
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
8.	900 - 1000 North fourth Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 12.50	\$ 13,237.50
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$ 1000.00	\$ 2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,059	SY	\$ 4.00	\$ 4,236.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
9.	E. Church St. 500 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$ 12.50	\$ 13,640.25
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$ 1000.00	\$ 2,000.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 3- 1/2" below Gutter Line)	1,091	SY	\$ 4.00	\$ 4,364.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	2	EA	\$ 70.00	\$ 140.00
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
10.	Dall Street 100	1	S9.5B Asphalt Surface Course (2" Thick)	608.22	SY	\$	\$
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	608.22	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
11.	N. Fourth Street 300 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$ 12.50	\$ 11,875.00

Project Location		Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$ 1000	\$ 2,000. <sup>00</sup>
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	950.00	SY	\$ 4. <sup>00</sup>	\$ 3,800. <sup>00</sup>
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
		12.	S. Fifth Street 200-400	1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY
		2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	N/A	\$ 1000	\$ 4,000. <sup>00</sup>
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)		SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$ 4. <sup>00</sup>	\$ 12,458. <sup>64</sup>
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	6	EA	\$ 70. <sup>00</sup>	\$ 420. <sup>00</sup>
		8	Adjust Manhole Ring & Cover	4	EA	\$ 110. <sup>00</sup>	\$ 440. <sup>00</sup>
		13.	1100 Forbes	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	<del>4</del>	N/A	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	60	SY	\$ 63. <sup>25</sup>	\$ 3,795. <sup>00</sup>
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$ 73. <sup>90</sup>	\$ 4,434. <sup>00</sup>
		5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$

## Jacqui Smith - Public Works Admin

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**From:** Jacob Barton <jbarton@legionasphalt.com>  
**Sent:** Friday, July 26, 2024 8:46 AM  
**To:** Jacqui Smith - Public Works Admin; Lawrence Davis  
**Cc:** Daniel King; Bill Burton  
**Subject:** Town of Smithfield - 24-25 Resurfacing Proposal  
**Attachments:** Town of Smithfield - Street Resurfacing Project 2024 - 2025 Bid Form.pdf

Mr. Davis,

Please see our proposal attached for consideration. We are available to discuss any questions you may have.

Thank you,

Jacob Barton

**Legion Asphalt, Inc.**

3887 S NC 41 Hwy - Wallace, NC 28466

M: 910.552.4418 – O:910.271.1258

[jbarton@legionasphalt.com](mailto:jbarton@legionasphalt.com) - [www.legionasphalt.com](http://www.legionasphalt.com)

	<u>Project Location</u>	<u>Item</u>	<u>Description</u>	<u>Estimated Quantitv</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Cost</u>
1.	S. First street 1400 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$13.60	\$ 14,261.91
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	1,048.67	SY	\$4.50	\$4,719.02
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	1	EA	\$700	\$700
2.	S. First Street 1300 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$15.25	\$15,860.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2 " below Gutter Line)	1040	SY	\$4.50	\$4,680.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
3.	900 North Ave.	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$13.60	\$9,453.51
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1/2 " level ) Edge mill	0.00	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
4.	Dr. C.J Allen 100 block	1	S9.5B Asphalt Surface Course ( 1- 1/2" Thick) true and level to the curb	529.00	SY	\$13.60	\$7,194.40
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = " 1-1/2 " below Gutter Line) edgde mill level to curb	529	SY	\$5.25	2,777.25
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
5.	Dr. C.J Alen. 200 block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$13.60	9,453.50
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	695	SY	\$5.25	\$3649.33
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$



	<u>Project Location</u>	<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Cost</u>
6.	<u>Cherry Street</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$13.60	\$14,406.89
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	each	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
7.	<u>Dail Street intryway</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$13.60	\$8,271.79
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$4.50	\$2,736.99
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
8.	<u>900 - 1000 North fourth Street</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$13.60	\$14,397.78
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,059	SY	\$5.25	\$5,559.75
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
9.	<u>E. Church St. 500 Block</u>	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$15.25	\$16,641.11
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 3- 1/2" below Gutter Line)	1,091	SY	\$5.25	\$5,728.91
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	2	EA	500	\$1,000.00
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
10.	<u>N. Fourth Street 300 Block</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$13.60	\$12,920.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$350.00	\$700.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	950.00	SY	\$5.25	\$4,987.50
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
11.	<u>S. Fifth Street 200-400</u>						

	<u>Project Location</u>	<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Cost</u>
		1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY	\$15.25	\$47,498.57
		2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	each	\$350.00	\$1,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)		SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$4.50	\$14,015.97
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	6	EA	\$500	\$3,000.00
		8	Adjust Manhole Ring & Cover	4	EA	\$700.00	\$2,800.00
12.	1100 Forbes						
		1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY	\$13.60	\$22,243.48
		2	N/A	na	SY	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	60	SY	\$25.00	\$1,500.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$41.25	\$2,475.00
		5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
						Total+	\$260,632.66

## Jacqui Smith - Public Works Admin

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**From:** Jo Snyder <jo@turnerasphalt.com>  
**Sent:** Friday, July 26, 2024 8:18 AM  
**To:** Jacqui Smith - Public Works Admin  
**Cc:** Lawrence Davis; Wayne Turner  
**Subject:** Town of Smithfield Resurfacing Project 2024-2024  
**Attachments:** Copy of Copy of Revised - Street Resurfacing Project 2024 - 2025 Location Info.xls

Attached is a copy of our bid for your review. Please reached out to Wayne Turner at his mobile # (919) 730-1046 or email wayne@turnerasphalt.com.

Thank you for giving us the opportunity to bid on this project and have a great weekend!

Jo Snyder  
Turner Asphalt LLC  
5805 Lease Lane  
Raleigh, NC 27617  
Office: (919) 784-0014  
Direct: (919) 948-7249  
Email: [jo@turnerasphalt.com](mailto:jo@turnerasphalt.com)  
[www.turnerasphalt.com](http://www.turnerasphalt.com)  
North Carolina, South Carolina, Virginia, Tennessee

	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
1.	S. First street 1400 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$ 15.50	\$ 16,254.39
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,048.67	SY	\$ 8.50	\$ 8,913.70
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	1	EA	\$ 500.00	\$ 500.00
2.	S. First Street 1300 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$ 15.50	\$ 16,120.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	1040	SY	\$ 8.50	\$ 8,840.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
3.	900 North Ave.	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$ 22.00	\$ 15,292.44
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1/2" level) Edge mill	0.00	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
4.	Dr. CJ Allen 100 block	1	S9.5B Asphalt Surface Course (1-1/2" Thick) true and level to the curb	529.00	SY	\$ 38.00	\$ 20,102.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1-1/2" below Gutter Line) edge mill level to curb	529	SY	\$ 12.00	\$ 6,348.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
5.	Dr. CJ Alen. 200 block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$ 22.00	\$ 15,292.42
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	695	SY	\$ 12.00	\$ 8,341.33
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
6.	Cherry Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 15.50	\$ 16,419.62
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	each	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
7.	Dail Street intryway	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$ 32.00	\$ 19,463.04
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$ 12.00	\$ 7,298.64
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
8.	900 - 1000 North fourth Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 15.50	\$ 16,409.23
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2 " below Gutter Line)	1,059	SY	\$ 7.50	\$ 7,942.50
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
9.	E. Church St. 500 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$ 21.00	\$ 22,915.62
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 3- 1/2 " below Gutter Line)	1,091	SY	\$ 14.00	\$ 15,277.08
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	2	EA	\$ 500.00	\$ 1,000.00
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
10.	N. Fourth Street 300 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$ 32.00	\$ 30,400.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1,200.00	\$ 2,400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2 " below Gutter Line)	950.00	SY	\$ 10.00	\$ 9,500.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
11.	S. Fifth Street 200-400	1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY	\$ 15.50	\$ 48,277.23

Project Location		Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
		2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	each	\$ 1,200.00	\$ 4,800.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)		SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$ 6.50	\$ 20,245.29
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	6	EA	\$ 500.00	\$ 3,000.00
		8	Adjust Manhole Ring & Cover	4	EA	\$ 500.00	\$ 2,000.00
12.	1100 Forbes	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY	\$ 15.50	\$ 25,351.03
		2	N/A	na	SY	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	60	SY	\$ 60.00	\$ 3,600.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$ 68.00	\$ 4,080.00
		5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
						TOTAL	\$ 395,583.54



Coastal Division  
P.O. Box 399  
Kinston, N. C. 28502  
Phone (252) 527-8021  
Fax (252) 527-4739

PROPOSAL and CONTRACT.  
Town of Smithfield  
P. O. Box 761  
Smithfield, N. C. 27577

Phone: (919) 464-5742

Please Address Reply to  
David R. Russell  
P. O. Box 399  
Kinston, N. C. 28502  
Phone (252) 527-8021  
Fax: (252) 208-2162  
Date: July 23, 2024

Barnhill Contracting Company, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements for Street Resurfacing 2024-2025 Project Town of Smithfield, N. C. (see streets listed in estimate property is owned by Town of Smithfield, N. C. .

Description of Work:

SEE ATTACHED STREET ESTIMATES:

The Asphalt Binder Price of \$ 608.13 per ton for the month of July 1, 2024 If cement prices fluctuates from this stated prices fluctuates from the state price at any time during the performance of the asphalt work, Barnhill Contracting reserve the right to adjust our prices in Accordance with the NCDOT Monthly Terminal F.O.B. Asphalt Binder Prices. These prices are located at the following web

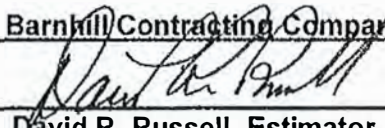
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/paveconst/Asphalt\\_Mgmt/acprices/2008/averages/](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/2008/averages/)This quotation is based on approximate quantities from quantity sheet by Town of Smithfield and Mr. Lawrence Davis dated revised July 22, 2024 proposal herein is based on upon the site being available for completion of the Company work by December 31, 2024

Please note the Specific Exclusions included with this Proposal and

Accepted :  
Town of Smithfield \_\_\_\_\_

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

Barnhill Contracting Company

  
\_\_\_\_\_  
David R. Russell, Estimator  
Date: 07/23/2024



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
1.	S. First street 1400 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$21.25	\$22,284.24
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$1440.00	\$2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,048.67	SY	\$ 11.10	\$ 11,640.24
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	1	EA	\$1170.00	\$ 1170.00
2.	S. First Street 1300 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$24.00	\$ 24,960.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1440.00	\$2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	1040	SY	\$8.65	\$8,996.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
3.	900 North Ave.	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$27.95	\$ 19,428.32
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1,440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1/2" level) Edge mill	0.00	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
4.	Dr. C.J Allen 100 block	1	S9.5B Asphalt Surface Course (1- 1/2" Thick) true and level to the curb	529.00	SY	\$34.10	\$ 18,038.90
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$1,440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1-1/2" below Gutter Line) edge mill level to curb	529	SY	\$ 18.00	\$ 9,522.00
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
5.	Dr. C.J Allen. 200 block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$27.60	\$ 19,185.04
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 1440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	695	SY	\$ 14.50	\$10,077.50
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
6.	Cherry Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$20.40	\$ 21,603.60
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	0	each	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
7.	Dall Street Intryway	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$ 29.60	\$ 18,003.31
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,440.00	\$2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$16.10	\$ 9,792.34
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
8.	900 - 1000 North fourth Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$20.95	\$ 22,186.05
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,059	SY	\$10.90	\$ 11,543.10
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
9.	E. Church St. 500 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$ 22.00	\$ 24,006.84
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$ 1,440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 3- 1/2" below Gutter Line)	1,091	SY	\$12.80	\$13,964.80
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	2	EA	\$ 1,175.00	\$ 2,350.00
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
10.	N. Fourth Street 300 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$22.75	\$ 21,612.50
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt	2	each	\$1,440.00	\$ 2,880.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	950.00	SY	\$ 11.45	\$ 10,877.50
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
11.	S. Fifth Street 200-400	1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY	\$18.00	\$56,063.88

Project Location		Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
		2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	each	\$ 1,440.00	\$ 5,760.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$	\$
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)		SY	\$	\$
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$ 8.00	\$ 24,917.28
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	6	EA	\$ 1,185.00	\$8,990.00
		8	Adjust Manhole Ring & Cover	4	EA	\$ 1,165.00	\$ 4,660.00
12.	1100 Forbes	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY	\$ 17.05	\$ 27,886.13
		2	N/A	na	SY	\$	\$
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	60	SY	\$43.05	\$ 2,583.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$ 74.90	\$ 4,494.00
		5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$	\$
		6	Crack Sealing	0	LBS	\$	\$
		7	Adjust Water Valve Box	0	EA	\$	\$
		8	Adjust Manhole Ring & Cover	0	EA	\$	\$
						Total+	\$460,516.57

## Lawrence Davis

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**From:** Chad Daniels <danielsincofgarner@gmail.com>  
**Sent:** Wednesday, July 24, 2024 10:30 AM  
**To:** Lawrence Davis  
**Subject:** Bid  
**Attachments:** Scan.pdf

Good morning,  
Attached is our bid, If you have any questions please let us know.

Thank you  
Tricia Wright  
Daniels Inc. of Garner  
919-772-9393



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
1.	S. First street 1400 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$13.00	\$13,632.71
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,048.67	SY	\$2.25	\$2,359.51
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	1	EA	\$450.00	\$450.00
2.	S. First Street 1300 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$13.00	\$13,520.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	1040	SY	\$2.25	\$2,340.00
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
3.	North Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$13.00	\$9,036.43
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1/2" level) Edge mill	0.00	SY	\$0.00	\$0.00
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
4.	Dr. C.J Allen	1	S9.5B Asphalt Surface Course (1- 1/2" Thick) true and level to the curb	529.00	SY	\$13.00	\$6,877.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	N/A	\$0.00	\$0.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1-1/2" below Gutter Line) edge mill level to curb	529	SY	\$3.05	\$1,613.45
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
5.	Dr. C.J Alen,	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$13.00	\$9,036.43
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	695	SY	\$3.05	\$2,119.75
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
6.	<u>Cherry Street</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$13.00	\$13,767.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	N/A	\$0.00	\$0.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$0.00	\$0.00
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
7.	<u>Dail Street Intryway</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$13.00	\$7,906.86
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$2.25	\$1,368.50
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
8	<u>900 - 1000 North fourth Street</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$13.00	\$13,767.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,059	SY	\$2.25	\$2,382.75
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
9	<u>E. Church St. 500 Block</u>	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$13.00	\$14,185.86
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 3- 1/2" below Gutter Line)	1,091	SY	\$2.25	\$2,454.75
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	2	EA	\$450.00	\$900.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
10	<u>Dail Street</u>	1	S9.5B Asphalt Surface Course (2" Thick)	608.22	SY	\$13.00	\$7,906.86
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	608.22	SY	\$3.05	\$1,855.07
		6	Crack Sealing	0	LBS	\$0.00	\$0.00
		7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
		8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
11	<u>N. Fourth Street</u>	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$13.00	\$12,350.00

Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
	2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	N/A	\$1,125.00	\$2,250.00
	3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
	4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$0.00	\$0.00
	5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	950.00	SY	\$2.25	\$2,137.50
	6	Crack Sealing	0	LBS	\$0.00	\$0.00
	7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
	8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
	<b>12 S. Fifth Street 200-400</b>					
	1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY	\$13.00	\$40,490.58
	2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	N/A	\$1,125.00	\$4,500.00
	3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$0.00	\$0.00
	4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)		SY	\$0.00	\$0.00
	5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$2.25	\$7,007.99
	6	Crack Sealing	0	LBS	\$0.00	\$0.00
	7	Adjust Water Valve Box	6	EA	\$450.00	\$2,700.00
	8	Adjust Manhole Ring & Cover	4	EA	\$450.00	\$1,800.00
<b>13 1100 Forbes</b>						
	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY	\$13.00	\$21,262.15
	2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	480	N/A	\$4.75	\$2,280.00
	3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	60	SY	\$3.45	\$207.00
	4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$64.00	\$3,840.00
	5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$0.00	\$0.00
	6	Crack Sealing	0	LBS	\$0.00	\$0.00
	7	Adjust Water Valve Box	0	EA	\$0.00	\$0.00
	8	Adjust Manhole Ring & Cover	0	EA	\$0.00	\$0.00
					Total+	\$246,305.15

## Jacqui Smith - Public Works Admin

---

**From:** Blake Jones <Blake.Jones@stwcorp.com>  
**Sent:** Friday, July 26, 2024 8:14 AM  
**To:** Lawrence Davis; Jacqui Smith - Public Works Admin  
**Subject:** Town of Smithfield 2024 - 2025 Resurfacing  
**Attachments:** S.T Wooten - Bid Form - Town of Smithfield Street Resurfacing Project 2024 - 2025.pdf

Lawrence/Jacqui,

Please see attached estimate from S.T. Wooten.

Best regards,

Blake Jones  
Project Manager  
Central Commercial



S. T. Wooten Corporation

PO Box 2408  
3801 Black Creek Road  
Wilson, NC 27893  
mobile 252.205.0925  
office 252.291.5165  
fax

[www.stwcorp.com](http://www.stwcorp.com)



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	<u>Project Location</u>	<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Cost</u>
1.	<b>S. First street 1400 Block</b>						
		1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,048.67	SY	\$ 19.00	\$ 19,924.73
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,048.67	SY	\$ 5.50	\$ 5,767.69
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	1	EA	\$ 100.00	\$ 100.00
			<b>Total</b>			<b>\$</b>	<b>25,992.42</b>
2.	<b>S. First Street 1300 Block</b>						
		1	S9.5B Asphalt Surface Course (2" Thick)	1,040	SY	\$ 20.00	\$ 20,800.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	1040	SY	\$ 6.25	\$ 6,500.00
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
			<b>Total</b>			<b>\$</b>	<b>27,500.00</b>
3.	<b>900 North Ave.</b>						
		1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$ 19.00	\$ 13,207.11
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1/2" level ) Edge mill	0.00	SY	\$ -	\$ -
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
			<b>Total</b>			<b>\$</b>	<b>13,407.11</b>
4.	<b>Dr. C.J Allen 100 block</b>						
		1	S9.5B Asphalt Surface Course ( 1- 1/2" Thick) true and level to the curb	529.00	SY	\$ 19.00	\$ 10,051.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1-1/2" below Gutter Line) edge mill level to curb	529	SY	\$ 5.50	\$ 2,909.50
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
			<b>Total</b>			<b>\$</b>	<b>13,160.50</b>
5.	<b>Dr. C.J Alen. 200 block</b>						
		1	S9.5B Asphalt Surface Course (1-1/2" Thick)	695.11	SY	\$ 19.00	\$ 13,207.09
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	695	SY	\$ 5.50	\$ 3,823.11
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
			<b>Total</b>			<b>\$</b>	<b>17,230.20</b>



	Project Location	Item	Description	Estimated Quantity	Unit	Unit Cost	Line Item Cost
6.	Cherry Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 19.00	\$ 20,121.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	0	each	\$ -	\$ -
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$ -	\$ -
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
		<b>Total</b>					
7.	Dall Street Intrway	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	608.22	SY	\$ 19.00	\$ 11,556.18
		2	Mill all Butt Joints and edge of valley curb (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	608.22	SY	\$ 5.50	\$ 3,345.21
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
		<b>Total</b>					
8.	900 - 1000 North fourth Street	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,059	SY	\$ 19.00	\$ 20,114.54
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	1,059	SY	\$ 5.50	\$ 5,824.50
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
		<b>Total</b>					
9.	E. Church St. 500 Block	1	S9.5B Asphalt Surface Course (2" Thick)	1,091.22	SY	\$ 20.00	\$ 21,824.40
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	1,091	SY	\$ 6.25	\$ 6,820.13
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	2	EA	\$ 50.00	\$ 100.00
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
<b>Total</b>						<b>\$</b>	<b>28,944.53</b>
10.	N. Fourth Street 300 Block	1	S9.5B Asphalt Surface Course (1-1/2" Thick)	950.00	SY	\$ 19.00	\$ 18,050.00
		2	Mill all Butt Joints (1 1/2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	2	each	\$ 100.00	\$ 200.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ABC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	950.00	SY	\$ 5.50	\$ 5,225.00
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -

	<u>Project Location</u>	<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Line Item Cost</u>
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
					<b>Total</b>		<b>\$ 23,475.00</b>
11.	<b>S. Fifth Street 200-400</b>						
		1	S9.5B Asphalt Surface Course (2" Thick)	3,114.66	SY	\$ 20.00	\$ 62,293.20
		2	Mill all Butt Joints (2" at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.	4	each	\$ 100.00	\$ 400.00
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	0	SY	\$ -	\$ -
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	0	SY	\$ -	\$ -
		5	Mill asphalt surface (Average Mill Depth = 2" below Gutter Line)	3114.66	SY	\$ 6.25	\$ 19,466.63
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	6	EA	\$ 50.00	\$ 300.00
		8	Adjust Manhole Ring & Cover	4	EA	\$ 100.00	\$ 400.00
					<b>Total</b>		<b>\$ 82,859.83</b>
12.	<b>1100 Forbes</b>						
		1	S9.5B Asphalt Surface Course (1-1/2" Thick)	1,635.55	SY	\$ 19.00	\$ 31,075.45
		2	N/A	0	SY	\$ -	\$ -
		3	Sawcut & Remove existing asphalt & remove existing aggregate base course (ARC)	60	SY	\$ 60.00	\$ 3,600.00
		4	Full Depth Patch (5" Type B25.0B Asphalt Concrete Binder Course)	60	SY	\$ 200.00	\$ 12,000.00
		5	Edge Mill asphalt surface (Average Mill Depth = 1 1/2" below Gutter Line)	0	SY	\$ -	\$ -
		6	Crack Sealing	0	LBS	\$ -	\$ -
		7	Adjust Water Valve Box	0	EA	\$ -	\$ -
		8	Adjust Manhole Ring & Cover	0	EA	\$ -	\$ -
					<b>Total</b>		<b>\$ 46,675.45</b>
					<b>TOTAL</b>	<b>\$</b>	<b>340,606.45</b>



# Request for Town Council Action

Consent  
Agenda  
Item: HVAC  
Replacement  
Date: 08/13/2024

---

Subject: HVAC Replacement  
Department: Public Works  
Presented by: Public Works Director – Lawrence Davis  
Presentation: Consent Agenda Item

---

## Issue Statement

The Public Works Department is requesting to award a bid to Starling & Hines Heating & Air to replace and install 6 gas pack units

## Financial Impact

Approved Budgeted amount for FY 2024 - 2025: \$66,000.00  
Amount of Bid: \$65,430.00

## Action Needed

Council approval to award the bid to Starling & Hines Heating and Air

## Recommendation

Staff recommends awarding the replacement of 6 HVAC units to Starling & Hines Service to the middle cost estimate in the amount of \$65,430.00

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Received Bids



# Staff Report

Consent  
Agenda  
Item: HVAC  
Replacement

In the approved FY 2024-2025 budget, the replacement of six HVAC units for Town Hall were included. Staff solicited bids and they are as follows:

- |                            |             |
|----------------------------|-------------|
| 1. Heat Transfer Solutions | \$57,730.71 |
| 2. Starling & Hines        | \$65,430.00 |
| 3. Comfort Shield          | \$74,200.00 |

Staff is recommending the Council to approve the bid with Starlings & Hines Heating and Air in the amount of \$65,430. If all six units are replaced at the same time, the price would be \$59,500.



Starling & Hines Heating and Air  
 1080 Bluegrass Rd  
 Selma, NC 27576



# PROPOSAL

**Presented to:**  
**Town of Smithfield**  
 Po Box 761  
 Smithfield, NC 27577

**Job #** 25335  
**Proposal #** P-25335-1  
**Technician** Michael Hines  
**Issue Date** Jul 17 2024

**Customer Contact:**  
 H: 9199342580  
 E: [jan.ashley@smithfield-nc.com](mailto:jan.ashley@smithfield-nc.com)

**Service Location:**  
 350 E Market St  
 Smithfield, NC 27577

**Your Price: \$65,430.00**

Description	Qty	Price
<b>Commercial Install</b> Install (2) 2 ton gas pack units @\$8240.00 each Install (1) 2.5 ton gas pack unit @\$8950.00 Install (1) 5 ton gas pack unit @\$14,360.00 Install (2) 4 ton gas pack units @\$12,820.00 each Hook to existing duct work. Price includes crane, all electrical, new thermostat, disposal of old units, gas piping and all permits.	1	\$65,430.00
<b>Your Price</b>		<b>\$65,430.00</b>

**Review and Sign**

**Proposal Notes:**

IF ALL UNITS ARE REPLACED AT THE SAME TIME, THE PRICE WILL BE \$ 59,500.00  
 This price is good for 60 days.  
 1 year parts and labor/5 year compressor warranty

**Customer Approval:**

I accept this proposal and agree to the terms and conditions.

**Contract Terms:**

ELECTRICAL LIC#18055-L MECHANICAL LIC#13732.



Comfort Shield Hvac of NC, Inc.  
 937 N Brightleaf Blvd., Suite A, Smithfield,  
 North Carolina 27577-4357 United States  
 (919) 588-8015

Estimate 29065081  
 Job 28992871  
 Estimate Date 7/19/2024  
 Customer PO

**Billing Address**  
 Town of Smithfield  
 350 East Market Street  
 Smithfield, NC 27577 USA

**Job Address**  
 Town of Smithfield  
 350 East Market Street  
 Smithfield, NC 27577 USA

**Estimate Details**

Rooftop package units:  
 Remove and replace the following units on the roof with a crane:  
 5TON PACK 3 PHASE - ZF060N08A2AAA2A

2TON PACK 1- D6NZ024d05606NXA

4TON PACK 3 PHASE - ZF048N06A2AAA2A

4TON PACK 3 PHASE - ZF048N06A2AAA2A

4TON PACK 3 PHASE - ZF048N06A2AAA2A

2TON PACK 1 PHASE - D6NZ024D05606NXA

Curb adapters and economizers as needed/required  
 New Honeywell T4 thermostats, as needed  
 Reconnect to ductwork  
 Reconnect to high and low voltage wiring  
 Reconnect to gas lines  
 Run new drain lines

5 year compressor warranty from manufacturer  
 1 year part warranty from manufacturer  
 1 year labor warranty from Comfort Shield

**Payment terms:**  
 Due upon completion

Service #	Description	Quantity	Your Price	Your Total
HVAC - Install	HVAC - Install	1.00	\$71,550.00	\$71,550.00
Crane fee	Fee for getting crane to lift unit on/off the roof.	2.00	\$1,200.00	\$2,400.00
	Will need to coordinate with on-site PM or maint tech on best day and time for crane			
Permit	Includes cost of any re-inspection fees due to our failures.	1.00	\$250.00	\$250.00
			Potential Savings	\$3,697.50-\$7,395.00
			Sub-Total	\$74,200.00
			JOHNSTON 2%	\$0.00
			STATE TAX 4.75%	\$0.00
			<b>Total</b>	<b>\$74,200.00</b>



# Heat Transfer Solutions Inc

632 Old Roberts Road | Benson, North Carolina 27504  
 919-662-7848 | www.htsnc.com License# 36093 Class 1

**RECIPIENT:**

**Town of Smithfield**

P.O. Box 761  
 Attn: Public Works  
 Smithfield, NC 27577  
 Phone: (919)934-2580

Quote #177	
Sent on	Aug 02, 2024
<b>Total</b>	<b>\$57,730.71</b>

**SERVICE ADDRESS:**

350 East Market Street  
 Town Hall  
 Smithfield, North Carolina 27577

Product/Service	Description	Qty.	Total
Equipment	6 York gas package units and curb adaptors.	1	\$44,526.71
Labor	First day of install 4 men 8hours each Second 2 men 8 hours each	48	\$4,704.00
Electrical	New disconnects and wiring up units. Change breakers if necessary.	1	\$3,000.00
Permits	Pull	1	\$500.00
Crane		1	\$2,500.00
Miscellaneous Materials		1	\$2,500.00

<b>Total</b>	<b>\$57,730.71</b>
--------------	--------------------

Install 6 York gas package units with curb adaptors.  
 Connect to existing duct work.  
 Connect to existing electrical.  
 Connect to existing thermostats.  
 Connect to existing gas piping. Replacing flexible connectors with unions.  
 Run new drain lines.  
 Pull all proper permits and test system operations.

This quote is good for 30 days. Please feel free to give us a call with any questions or concerns. Thank you for your consideration and we look forward to being of service.

\*\*Financing Available\*\*



HEAT TRANSFER SOLUTIONS, INC.

# Heat Transfer Solutions Inc

632 Old Roberts Road | Benson, North Carolina 27504  
919-662-7848 | www.htsnc.com License# 36093 Class 1

Notes Continued...

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





# Staff Report

Consent  
Agenda  
Item: New  
Hire /  
Vacancy  
Report

## Background

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

In addition, please find the following current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Asst. Aquatics Supervisor	P&R - Aquatics	
Equipment Operator	PU – Streets	10-30-5600-5100-0200
Facility Maintenance Specialist	PW – Appearance	10-60-5500-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Human Resources Director	General Government	10-10-4000-5100-0200
		30-71-7220-5100-0200
		31-72-7230-5100-0200
Police Officers	Police	10-20-5100-5100-0200

## Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2023-2024 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer (3)	Police	10-20-5100-5100-0200	\$26.84/hr. (\$60,014.24/yr.)
Master Police Officer (2)	Police	10-20-5100-5100-0200	\$29.59/hr. (\$66,163.24/yr.)
Part-Time SRAC Pool Staff	P&R – Aquatics	10-60-6220-5100-0210	\$10.00/hr.



# Business Items







# Request for Town Council Action

Business  
Item: RZ-24-06  
Date: 08/13/2024

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Subject: Zoning Map Amendment  
Department: Planning Department  
Presented by: Planning Director – Stephen Wensman  
Presentation: Business Item

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## Issue Statement

To review the application to rezone 3 parcels; one parcel in the O/I-Office Institutional and two in R-6--High Density Single, Two and Multi-family Zoning District to the B-3-Highway Entranceway Zoning District.

## Financial Impact

None.

## Action Needed

The Town Council is respectfully requested to hold a public hearing to review the zoning map amendment and to decide whether to approve or deny the request.

## Recommendation

Planning Staff recommends approval of zoning map amendment, RZ-24-06, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan as hereby amended, and other adopted plans, and that the request is reasonable and in the public interest.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
3. Consistency Statement
4. Application
5. Zoning Map
6. Resolution **No. 673**



# Staff Report

Business Item: RZ-24-06

## REQUEST:

David Dupree of Market Street Investments is requesting the rezoning of 3 parcels: a .89-acre parcel (Johnston County Tax ID 15015033) in the O/I-Office Institutional Zoning District, a .15-acre (Johnston County Tax ID 15016033) and .14-acre parcel (Johnston County Tax ID 15016032) in the R-6--High Density Single, Two and Multi-family Zoning District to the B-3-Highway Entranceway Business Zoning District.

## PROPERTY LOCATION:

The properties are located at the south-east corner of North Brightleaf Boulevard and Hancock Street.

## SITE DATA:

Owner/Applicant: David Dupree, Market Street Investments  
 Tax ID# 15015033, 15016033 and 15016032  
 Acreage: 1.18-acres (.89, .15 and .14 acres)  
 Present Zoning: O/I (Office-Institutional) and R-6 (High Density Single, Two and Multi-family)  
 Proposed Zoning: B-3 (Highway Entranceway Business)  
 Existing Use: Vacant  
 Proposed Use: Commercial  
 Town/ETJ: Town  
 Fire District: Smithfield  
 School Impacts: None  
 Parks and Recreation: None  
 Water Provider: Smithfield  
 Sewer Provider: Smithfield  
 Electric Provider: Smithfield

## EXISTING CONDITIONS/ENVIRONMENTAL:

There are no known environmentally sensitive areas on this property.

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

	Zoning	Existing Land Uses
<b>North-West</b>	O/I Office Institutional	Hospital
<b>South</b>	HI-Heavy Industrial	Industrial
<b>East</b>	B-3 Business/R-6 Residential	Drug Store/Single-Family Residential
<b>South-West</b>	B-2 Business	Commercial Contractors and vacant

## ANALYSIS:

- Comprehensive Plan. The Town Plan (comprehensive plan) guides this property for Medium Density Residential. The property sits at the juncture of several zoning districts and land uses. The intent of the residential land use designation may have to grow and protect the residential area by providing multi-family residential conveniently located by the hospital, drug store and other uses. The size and shape of the development site, required setbacks, existing electrical easement, vehicular access, and the volumes of traffic on Brightleaf make the land uses envisioned in the comprehensive plan difficult and the B-3 District provides for a greater variety of potential uses that may work on the site.
- Site Analysis Details.

The proposed rezoning site consists of 3 parcels. The largest was historically used for commercial but has been vacant for years. In 2021, Market Street Investments purchased the adjacent residential parcels to enlarge the development site. Also in 2021, the applicant petitioned for the closure of Nineth Street. In February 2021, the Council adopted Resolution 673 closing N. Nineth Street, although closed, there **remains a 30' wide utility easement in the former right-of-way.**

The site is triangular and has a **50'** building setback from Brightleaf Boulevard, has a **30' utility easement bisecting it**, and has vehicular access restrictions. The access to the site will be restricted to the right-in, right-out shared with Walgreens, or from Hancock Street.

The adjacent property located at 903 Hancock Street, to the east of the properties to be rezoned is a vacant residentially zoned parcel owned by Evanston Smithfield II LLC, the same entity that owned the Walgreens site. The house on this property was removed after it was purchased by Evanston Smithfield II LLC in 2011.

Proposed Zoning. The **B-3 Zoning District is the town's most** expensive and permissive district with many permitted office and commercial uses and some special uses including multi-family. The B-3 zoning being the most permissive which will help the owner market the property for development.

## CONSISTENCY STATEMENT (Staff Opinion):

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

- o Consistency with the Comprehensive Growth Management Plan - *The map amendment is consistent with the comprehensive growth management plan as hereby amended.*
- o Consistency with the Unified Development Code (UDO) – *the site will be developed in accordance with the UDO*
- o Compatibility with Surrounding Land Uses – *the map amendment will not affect the compatibility with surrounding land uses. The site sits at the juncture of several different zoning districts and land uses and the adjacent property is vacant and owned by an LLC.*

RECOMMENDATION:

Planning Staff recommends approval of zoning map amendment, RZ-24-06, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, as hereby amended, and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDED MOTION:

**“Move to approve zoning map amendment, RZ-24-06, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan as hereby amended and other adopted plans, and that the amendment is reasonable and in the public interest.”**



**THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
ZONING MAP AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
RZ-24-06**

**Whereas** the Smithfield Town Council, upon acting on a zoning map 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 map 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 APPROVE THE ORDINANCE IS ADOPTED,**

That the final action regarding zoning map amendment RZ-24-06 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

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

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

That the final action regarding zoning map amendment RZ-24-06 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

## REZONING APPLICATION

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

Name of Project: 400 Brightleaf Blvd Dupree      Acreage of Property: 1.21 acres  
Parcel ID Number: 15015033 / 15016033 / 15016032      Tax ID: \_\_\_\_\_  
Deed Book: 05815      Deed Page(s): 0688  
Address: 400 N Brightleaf Blvd  
Location: adjacent to Walgreens

Existing Use: empty lot      Proposed Use: empty lot  
Existing Zoning District: I/O and residential  
Requested Zoning District: B3  
Is project within a Planned Development:       Yes       No  
Planned Development District (if applicable): \_\_\_\_\_  
Is project within an Overlay District:       Yes       No  
Overlay District (if applicable): \_\_\_\_\_

### FOR OFFICE USE ONLY

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

Name: MARKET STREET INVESTMENTS  
Mailing Address: 18825 W Catawba Ave #250 Cornelius NC 28031  
Phone Number: 704-361-4513 Fax: \_\_\_\_\_  
Email Address: david@bcbinvestments.com

**APPLICANT INFORMATION:**

Applicant: DAVID DUPREE MARKET STREET INVESTMENTS  
Mailing Address: 18825 W Catawba Ave 250 Cornelius NC 28031  
Phone Number: 704-361-4513 Fax: \_\_\_\_\_  
Contact Person: David Dupree  
Email Address: david@bcbinvestments.com

**REQUIRED PLANS AND SUPPLEMENTAL INFORMATION**

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

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

**STATEMENT OF JUSTIFICATION**

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

would like to rezone to conform to surrounding zoning  
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**APPLICANT AFFIDAVIT**

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

DAVID DUPREE

*Print Name*



*Signature of Applicant*

5/24/24

*Date*





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

**OWNER'S CONSENT FORM**

Name of Project: 400 Brightleaf Blvd - Duplex Submittal Date: 5/21/24

**OWNERS AUTHORIZATION**

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

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

\_\_\_\_\_  
*Signature of Owner*                      *Print Name*                      *Date*

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

                     DAVID DUFFEE                      5/24/24  
*Signature of Owner/Applicant*                      *Print Name*                      *Date*

**FOR OFFICE USE ONLY**

File Number:                      Date Received:                      Parcel ID Number:



**TOWN OF SMITHFIELD  
RESOLUTION No. 673 (01-2021)  
ORDERING THE CLOSING OF THAT PORTION OF  
NORTH NINTH STREET FROM HANCOCK STREET TO ITS TERMINATION 102.48 FEET SOUTH OF  
BRIGHTLEAF BOULEVARD**

WHEREAS, on the 1st day of December 2020 the Town Council adopted a resolution entitled "Resolution Declaring the Intent of the Town Council of the Town of Smithfield to Consider the Closing of a portion of North Ninth Street extending from Hancock Street to its termination 102.48 feet South of BrightLeaf Boulevard in Smithfield, North Carolina at its next regular monthly meeting, hereinafter "the Meeting", on Tuesday January 5, 2021 at 7 pm at the town hall in Smithfield, NC; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to publish the Resolution in the Johnstonian News once each week for four successive weeks; and

WHEREAS, the Town Clerk has advised the Town Council that the Resolution was published in the Johnstonian News as directed; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to notify all persons owning property abutting on that portion of North Second Street between Hancock Street and Brightleaf Boulevard, as shown on the county tax records by certified or registered mail of the Meeting and the purpose thereof; and

WHEREAS, pursuant to the Resolution the Town Clerk was directed to cause adequate notices of the proposed closing and of the public hearing to be posted at two locations on the public way as required by G.S. 160A-299; and

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

WHEREAS, pursuant to the Resolution, a public hearing was held on the 5th day of January 2021, at which time all persons were granted full and complete opportunity to appear and be heard on the question of whether or not the closing would be detrimental to the public or the property rights of any individual; and,



WHEREAS, the Town utilities are located within the public right-of way and the Town wishes to retain a utility easement therefore; and,

WHEREAS, after said public hearing and after full and complete consideration of the matter, it now appears to the satisfaction of the Town Council that the closing of said street 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; and

NOW, THEREFORE, subject to the reservation of easements to the Town of Smithfield for utility purposes as shown on a map recorded in Book of Maps PLAT B: 92 , page 371 in the office of the Johnston County Register of Deeds, the portion of Ninth Street from Hancock Street extending north to the termination of Ninth Street 102.48 feet South of Bright Leaf Boulevard is hereby closed and abandoned, and all right, title, and interest that may have been vested in the public in said area for street purposes is hereby released and abandoned to the abutting property owners in accordance with the provisions of G.S. 160A-299. The portion of the Street abandoned, subject to the reservation of easements through the abandoned street for utility purposes by the Town of Smithfield, is more particularly described as follows:

Legal Description for Right of Way Closure for a portion of North Ninth Street

Lying and being in the Town of Smithfield, Smithfield Township, Johnston County, North Carolina and being more particularly described as follows:

Being at a Existing Iron Pipe (EIP) a point in the southern property line of Now or Formerly Evanston Smithfield JI, LLC (Walgreens) (see Plat Book 67, Page 179 and Plat Book 67, Page 178) said point having NC Grid Coordinates of

N=641,910.3871, E=2, 197,673.9224 (NCGS VRS, NAO 1983 (2011) GEOID 12A) thence along the southern line of Walgreens, N62°19'38"W 67.33' to an EIP in the eastern Right of Way of N Ninth Street (30' RJW see Plat Book 4, Page393) a comer with now or formerly Lot 102 (PB 4, PG 393; DB 5502, PG 834) the TRUE point of beginning, thence with the eastern right of way of N Ninth Street S27°23'26"W 166. 76' to an EIP on the northern right of way of Hancock Street

(50' RIW, see PB 4, PG 393 and PB 58, PG 322) a comer with Lot 101 (PB 4, PG 393; DB 5502, PG 842) thence N62°03'00"W 30. 00' to an EIP on the western RJW of N Ninth Street, a comer with now or formerly Market Street Investors (DB 5498, PG 675) thence with the western right of way of N Ninth Street

N27°23'26"E 166. 61' to an existing iron rebar (ERB), thence S62°19'38"E 15. 00' to a magnetic nail set (MNS), said point being the southwest comer of Walgreens, thence S62°19'38"E 15.00' to the point and place of beginning and containing 5,000 SF± as shown on a plat prepared by Jimmy Barbour Surveying, PA, entitled Recombination Map for: Market Street Investors dated 10-7-2020 and being recorded in Plat Book Page Johnston County Registry.

Upon closing, the right-of-way vests in the adjoining property owners, each taking property from the centerline to their respective boundary. If the owners want to divide the right-of-way differently, they must themselves make that division by boundary agreement or conveyance. Any person aggrieved by the street closing, who has standing, has 30 days to appeal.



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.

This the 5<sup>th</sup> day of January, 2021, at 7 o'clock p.m.

ATTEST:

  
Shannan L. Parrish, Town Clerk



  
M. Andy Moore, Mayor





# 400 N Brightleaf to B-3

**File Number:**  
RZ-24-06

**Project Name:**  
400 Brightleaf to B-3

**Location:**  
NE Intersection of  
Hancock and  
N Brightleaf

**Tax ID#:**  
15015033  
15016033  
15016032

**Existing Zoning:**  
O&I / R-6

**Owner/Applicant:**  
David Dupree  
Market Street  
Investments



1 in = 62 ft  
Map created by Chloe Allen  
Planner I on 7/1/2024









# Request for Town Council Action

Business Ordinance  
Item: Amendment  
Date: 08/13/2024

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Subject: Ordinance Amendment  
Department: Planning Department  
Presented by: Planning Director - Stephen Wensman  
Presentation: Business Item

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## Issue Statement

Staff requests approval of an amendment to the Town Code creating Section 5, Division 3 Commercial **"Vacant" Building Maintenance and Appearance Regulations** to aid the town in addressing vacant property issues and to protect the health, safety and welfare of the community, and to protect property values. The Ordinance reestablishes a vacant property registry.

## Financial Impact

None

## Action Needed

To approve a Commercial Building Maintenance and Appearance Ordinance.

## Recommendation

Staff respectfully requests the Town Council approve a code amendment creating **Section 5, Division 3 Commercial "Vacant" Building Maintenance and Appearance Regulations.**

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Section 5, Division 3 **Commercial "Vacant" Building Maintenance and Appearance Regulations**
3. Draft Ordinance No. 521-2024



# Staff Report

Business  
Agenda  
Item: Ordinance  
Amendment

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## SUMMARY:

The Town adopted a vacant building registration ordinance on February 4, 2020 to address vacant property conditions in the town. In 2022, the Town Attorney proposed, and the Council adopted Ordinances 512 and 513 revising Article V – Commercial Building Maintenance Standards and Article IV -Unsafe Buildings Condemned Under G.S 160D-1119. The revised ordinances omitted the vacant property registration.

Therefore, the Town Staff is requesting a new Section 5, Division 3 **Commercial "Vacant" Building Maintenance and Appearance Regulations**.

The Ordinance allows for inspection of vacant properties and provides enforcement penalties.

The Ordinance establishes an appeals process using the Board of Adjustments.

## RECOMMENDATION:

Staff respectfully requests the Town Council approve an amendment to Section 5, Division 3 **Commercial "Vacant" Building Maintenance and Appearance Regulations**.

Recommended motion:

**"move to** adopt Ordinance No. 521-2024 amending the Town Code Section 5, Division 3 **Commercial "Vacant" Building Maintenance and Appearance Regulations**.

### *DIVISION 3.* Commercial Vacant Building Maintenance and Appearance Regulations

#### **Sec. 5-206. Intent and Scope.**

Appearance and good repair regulations for commercial buildings in the Commercial Zoning Districts of the Town of Smithfield (defined as zoning Districts, B-1, B-1 [CUDCZ](#), B-2, B-2 [CUDCZ](#), B-3, B-3 [CUDCZ](#), O/I, O/I [CUDCZ](#), L1 and L2 hereinafter referenced jointly as the “Commercial Zoning Districts”) will preserve the character and integrity of the commercial business districts of the Town. It will provide corollary benefits such as protection of property values, promotion of tourism, preservation of the character and integrity of the downtown, and contribute to the comfort, happiness, and emotional stability of downtown residents and the greater Smithfield community. It is the further purpose of this Code to minimize discordant, unsightly and offensive surroundings while preserving beauty as well as the usefulness of the environment.

#### **Sec. 5-207. Scope and applicability.**

The provisions of these Commercial Building Maintenance and Appearance Regulations shall apply to the exterior of all premises and improvements thereupon within the Commercial Zoning Districts and adjacent to a public street or parking area including but not limited to improvements, structures, parking areas, or buildings, or any lot upon which there were formerly located such improvements, structures, parking areas or buildings. It shall further apply to any lot that had in the past had located upon it a commercial structure or parking area. Exterior walls adjacent to alleys are exempt from these regulations. These regulations establish minimum standards, and do not replace or modify standards otherwise established for the construction, repair, alteration, or use of the building, equipment or facilities contained therein, except as provided herein.

It is also the purpose and intent of the Smithfield Town Council, through the adoption of this Article, to establish a vacant property registration as a mechanism to preserve and to protect the Town's commercial districts from becoming blighted through the lack of adequate maintenance and security for abandoned and vacant properties. Additionally, the Town desires to deter crime and theft of materials, to minimize loss of property value to vacant properties and surrounding occupied properties, to reduce the risk of damage from fire, flooding or other hazards, and to promote the comfort, happiness and emotional stability of area residents. The Town finds that the presence of properties exhibiting evidence of vacancy pose special risks to the health, safety, and welfare of the community, hurt the appearance and fair market value of commercial areas, and therefore require heightened regulatory attention. The provisions of this Article shall apply to all properties in the Commercial Zoning Districts of the Town of Smithfield.

#### **Sec. 5-208. Conflicting Provisions.**

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In any case where the provisions of this Code impose a standard other than that set forth in any other ordinance of the Town or under the laws of the State of North Carolina, then the more restrictive standard shall prevail.

**Sec. 5-209. Definitions.**

For the purposes of this Article, certain words and phrases used in this Article are defined as follows:

"Citations". Written notices from an agent of the town as to an enforcement action or penalty.

"Cleared Lots" means lots whereupon there were in the past located improvements, structures, parking areas or buildings but the same have been removed for whatever reason and there are now no improvements on the lot.

"Commercial" means not just commercial but all commercial, business, institutional, industrial, warehouse or storage uses.

"Days" means consecutive calendar days.

"Evidence of Vacancy" means any aesthetic condition that on its own or combined with other conditions present would lead a reasonable person to believe that the Property is vacant. Such conditions include, but are not limited to, overgrown or dead vegetation, extensively chipped or peeling exterior paint, exterior walls in poor condition, porches and steps in poor condition, roof in poor condition, broken windows and other signs of general disrepair, accumulation of newspapers, circulars, flyers or mail, past due utility notices or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds, or shutters, the absence of furnishings or personal items consistent with commercial habitation, statements by neighbors, passersby, delivery agents, government employees that the Property is vacant.

"Government Agency" means any public body having authority over the Property and residents of the Town, including but not limited to the Town of Smithfield, Johnston County, Smithfield Police Department, Smithfield Fire Department, and Johnston County Sheriff's Office.

"Government Official" means any public official representing a public body which has authority over the Property and residents of the Town, including but not limited to the Town Manager, County Building Inspector, Town Police Chief, County Fire Marshall, and Mayor. In some capacities agents of other governmental entities act for the Town under interlocal agreement and as such have authority to enforce the provisions of the Article in accord with town policy. For example, the Town does not have a building inspection office and the County performs those functions under an interlocal agreement.

"Local" means located within forty (40) road or driving miles distance of the subject Property.



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"Non-residential Property" means any real property used or intended to be used for anything other than residential property as defined herein.

"Out of Area" means located in excess of forty (40) road or driving miles distance away from the subject Property.

"Owner" means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in any real property. No trustee in any Deed of Trust shall be considered an owner.

"Owner of Record" is the person or entity listed on recorded deed, probated will or heir by intestacy.

"Property" means any unimproved or improved real property or portion thereof, situated in the Commercial Zoning Districts of the Town and includes the buildings or structures located on the Property regardless of condition.

"Residential Property" means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, counseling and lodging houses, apartment houses, and apartment hotels.

"Town" means the Town of Smithfield corporate limits ~~and Extra-Territorial Jurisdiction~~ [SW1] of the town.

"Utilities" means water, sewer, telephone, natural and propane gas, and electric town services.

"Vacant" means a Property that has not been legally occupied for thirty days. Legally occupied means occupancy by the owner or any business or individual whose presence therein is with the consent of the owner. A Property that has utilities that are not operational is Vacant as herein defined or any other Evidence of Vacancy as defined herein above.

**Sect. 5-210. Registration.**

(a) Any vacant commercial property located within the ~~Town's Commercial Zoning Districts~~ [SW2] must be registered by the Owner with the Town Manager, either (1) of the Owner of a Vacant Property's own accord before receiving a Notice of Registration Requirement, or (2) within 90 days of receiving a Notice of Registration Requirement from the Town.

(b) The Town will send a Notice of Registration Requirement to the Owner of Record of Properties that exhibit Evidence of Vacancy. The Owner shall register Property within the time period set forth in Section (a) of this Section unless the Owner can provide clear and convincing evidence to the Town Manager, within such time period, that the Property is not Vacant.

(c) The Registration shall contain:

(i) the name of the Owner (corporation or individual),

- 
- (ii) the direct street/office mailing address of the Owner and P.O. Box if applicable,
  - (iii) a direct contact name and phone number
  - (iv) the name, address and telephone number of any local property management company hired by the Owner to meet the maintenance requirements of this Article if Owner's principal residence is not local.
- (d) Any changes in the information in (b)(i) - (b)(iv) of this Section shall be reported to the Town within thirty (30) days of such changes.
- (e) Registration must be renewed annually.<sup>[SW3]</sup>
- (f) Vacant properties shall remain subject to the annual registration, maintenance, and security requirements of this Article as long as they remain Vacant.
- (g) Once the Property is no longer Vacant or is sold, the owner must provide written proof of occupancy or sale to the Town Manager.
- (h) A Cleared Lot does not have to be registered.

**Sec. 5-211. Fees.**

- (a) The fee for registering a Vacant Property shall be an annual fee in an amount set forth in the Town fee schedule. Fees will not be prorated.
- (b) Registration fee may be waived by the Town Manager if Owner can demonstrate with clear and convincing evidence (1) that the Property has been sold, or (2) that the Property will be occupied within 30 days from the date of Notice of Registration Requirement.

**Sec. 5-212. Maintenance Requirements.**

Properties subject to this Article shall be kept in compliance with the following maintenance requirements:

- (a) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not exhibit any Evidence of Vacancy.
- (b) The yard(s) of the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (c) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (d) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (e) Instances of visible rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy, with the exterior painted and kept in good aesthetic condition.
- (f) The Property shall be maintained so as to exhibit no Evidence of Vacancy.
- (g) The storefronts and facades of buildings shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (h) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.

- 
- (i) Cleared Lots will be maintained with the grass cut, shrubs trimmed, and any landscaping neatly maintained.

**Sec. 5-213. Security Requirements.**

Vacant properties subject to this Article shall comply with the following security requirements:

- (a) The Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. This includes, without limitation, the closure and locking of windows, doors (including but not limited to walk-through, sliding, and garage), gates, pet doors, and any other such opening of such size that it may allow a child to access the interior of the Property or structure(s).
- (b) Broken windows shall be replaced and/or re-glazed; windows at the basement (the floor for that level being below or partially below ground level), street level and the second story level shall not be boarded up.

**Sec. 5-214. Requirement to Hire Local Property Management Company for Out of Area Owners.**

- (a) If the Property Owner's principal residence is not local, then a locally present property management company, business, or resident shall be contracted to fulfill the maintenance and security requirements of this Article, set forth in Sections 5 and 6, and any other applicable laws for all Properties that are registered hereunder or subject to registration.
- (b) The Property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed in the interior of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the Property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the Property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.
- (c) The requirement set forth in part (a) of this section may be waived by the Town Manager for owners who (1) reliably demonstrate an ability to maintain the property and (2) have not received any citations for maintenance violations in the previous quarter.

**Sec. 5-215. Inspections.**

The Town shall have the authority and the duty to inspect properties subject to this Article for compliance and to issue citations for any violations. The Town shall have the discretion to determine when and how such inspections are to be made, provided that their policies are reasonably calculated to ensure that this Article is enforced. The County Building

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Inspection Department or other entities acting for the Town may perform these inspections under Sec. 5-180 or enforcements under Sec. 5-181 under an interlocal agreement.

**Sec. 5 -216. Enforcement; Violations; and Penalties.**

- (a) It shall be unlawful for any Owner to be in violation of any of the provisions of this Article.
- (b) Any person who violates a provision of this Article or fails to comply with any order made thereunder and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by appeal, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in this Article.
- (c) The imposition of one penalty for any violation shall not excuse the violation, or authorize its continuance.
- (d) All such persons shall be required to submit an acceptable plan of action to the Town Manager within 10 business days of notification. This plan of action must include, but is not limited to, a description of the work to be done, by whom and a specific schedule. Plans shall be reviewed by the Town Manager and work is to commence within 15 days of Manager's approval. When not otherwise specified, failure to meet any stated condition within 10 days of required action shall constitute a separate offense.
- (e) Penalties for failure to comply:
  - 1) Initial Registration. Failure to initially register with the Town within the time frame required is punishable by a civil penalty of \$50.
  - 2) Changes to Registration. Failure to report changes to registration information within time frame required is punishable by a civil penalty of \$50.
  - 3) Annual Registration. Failure to register annually is punishable by a civil penalty of \$50.
  - 4) Maintenance and Security Requirements. Failure to meet the maintenance and security requirements is punishable by a civil penalty per day of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
  - 5) Failure to submit plan. Failure to submit plan of corrective action is a violation punishable by a civil penalty of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
  - 6) Failure to implement plan. Failure to implement the plan within 15 days of approval or complete it in a timely manner is a violation punishable by a civil penalty of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
  - 7) Concurrent Penalties. Civil Penalties for the violations enumerated above are separate so that an Owner could be subject to concurrent civil penalties under more than one of these subparagraphs. For instance a person could be subject to civil penalties for failure to implement a plan, or failure to meet the maintenance and security requirements or other subparagraphs simultaneously.

**Sec. 5-217. Appeals.**



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Any person aggrieved by any of the requirements of this Article may present an appeal in writing to the Town Manager and then, if not satisfied, to the Town Board of Adjustment.

**Sec. 5-218. Severability.**

Should any provision, section, paragraph, sentence or word of this Article be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Article shall remain in full force and effect.

**Sec. 5-219. Preemption.**

Except as specifically preempted by N.C.G.S. § 160D-1201, et. seq. 160A-439 or town ordinances promulgated pursuant to N.C.G.S. § 160A-439, et. seq., or G.S. 160A-174, this Article shall apply to all Vacant Properties in the Commercial Zoning Districts

**TOWN OF  
SMITHFIELD North  
Carolina**

**DRAFT**

**ORDINANCE NO. 521-2024**

**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD CODE OF ORDINANCES  
CHAPTER 5- BUILDINGS AND BUILDING REGULATIONS**

**WHEREAS**, Chapter 5 of the Town of Smithfield’s Code of Ordinances outlines Buildings and Building Regulations; and

**WHEREAS**, Staff are requesting the ordinance amendment to establish vacant building maintenance and appearance standards and a vacant building registry to preserve the character and integrity of the commercial business districts and to protect property values, and other corollary benefits, ; and

**NOW THEREFORE BE IT ORDAINED** by the Town Council of the Town of Smithfield:

**PART I**

[Add Chapter 5, Division 3 Commercial Vacant Building Maintenance and Appearance Regulations]

**DIVISION 3. Commercial Vacant Building Maintenance and Appearance Regulations**

**Sec. 5-206. Intent and Scope.**

Appearance and good repair regulations for commercial buildings in the Commercial Zoning Districts of the Town of Smithfield (defined as zoning Districts, B-1, B-1 CZ, B-2, B-2 CZ, B-3, B-3 CZ, O/I, O/I CZ, L1 and L2 hereinafter referenced jointly as the “Commercial Zoning Districts”) will preserve the character and integrity of the commercial business districts of the Town. It will provide corollary benefits such as protection of property values, promotion of tourism, preservation of the character and integrity of the downtown, and contribute to the comfort, happiness, and emotional stability of downtown residents and the greater Smithfield community. It is the further purpose of this Code to minimize discordant, unsightly and offensive surroundings while preserving beauty as well as the usefulness of the environment.

**Sec. 5-207. Scope and applicability.**

The provisions of these Commercial Building Maintenance and Appearance Regulations shall apply to the exterior of all premises and improvements thereupon within the Commercial Zoning Districts and adjacent to a public street or parking area including but not limited to improvements, structures, parking areas, or buildings, or any lot upon which there were formerly located such improvements, structures, parking areas or buildings. It shall further apply to any lot that had in the past had located upon it a commercial structure or parking area. Exterior walls adjacent to alleys are exempt from these regulations. These regulations establish minimum standards, and do not replace or modify standards otherwise established for the

construction, repair, alteration, or use of the building, equipment or facilities contained therein, except as provided herein.

It is also the purpose and intent of the Smithfield Town Council, through the adoption of this Article, to establish a vacant property registration as a mechanism to preserve and to protect the Town's commercial districts from becoming blighted through the lack of adequate maintenance and security for abandoned and vacant properties. Additionally, the Town desires to deter crime and theft of materials, to minimize loss of property value to vacant properties and surrounding occupied properties, to reduce the risk of damage from fire, flooding or other hazards, and to promote the comfort, happiness and emotional stability of area residents. The Town finds that the presence of properties exhibiting evidence of vacancy pose special risks to the health, safety, and welfare of the community, hurt the appearance and fair market value of commercial areas, and therefore require heightened regulatory attention. The provisions of this Article shall apply to all properties in the Commercial Zoning Districts of the Town of Smithfield.

#### **Sec. 5-208. Conflicting Provisions.**

In any case where the provisions of this Code impose a standard other than that set forth in any other ordinance of the Town or under the laws of the State of North Carolina, then the more restrictive standard shall prevail.

#### **Sec. 5-209. Definitions.**

For the purposes of this Article, certain words and phrases used in this Article are defined as follows:

“Citations”. Written notices from an agent of the town as to an enforcement action or penalty.

“Cleared Lots” means lots whereupon there were in the past located improvements, structures, parking areas or buildings but the same have been removed for whatever reason and there are now no improvements on the lot.

“Commercial” means not just commercial but all commercial, business, institutional, industrial, warehouse or storage uses.

"Days" means consecutive calendar days.

"Evidence of Vacancy" means any aesthetic condition that on its own or combined with other conditions present would lead a reasonable person to believe that the Property is vacant. Such conditions include, but are not limited to, overgrown or dead vegetation, extensively chipped or peeling exterior paint, exterior walls in poor condition, porches and steps in poor condition, roof in poor condition, broken windows and other signs of general disrepair, accumulation of newspapers, circulars, flyers or mail, past due utility notices or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds, or shutters, the absence of furnishings or personal items consistent with commercial habitation, statements by neighbors, passersby, delivery agents, government employees that the Property is vacant.

"Government Agency" means any public body having authority over the Property and residents of the Town, including but not limited to the Town of Smithfield, Johnston County, Smithfield Police Department, Smithfield Fire Department, and Johnston County Sheriff's Office.

"Government Official" means any public official representing a public body which has authority over the Property and residents of the Town, including but not limited to the Town Manager, County Building Inspector, Town Police Chief, County Fire Marshal, and Mayor. In some capacities agents of other governmental entities act for the Town under interlocal agreement and as such have authority to enforce the provisions of the Article in accord with town policy. For example, the Town does not have a building inspection office and the County performs those functions under an interlocal agreement.

"Local" means located within forty (40) road or driving miles distance of the subject Property.

"Non-residential Property" means any real property used or intended to be used for anything other than residential property as defined herein.

"Out of Area" means located in excess of forty (40) road or driving miles distance away from the subject Property.

"Owner" means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in any real property. No trustee in any Deed of Trust shall be considered an owner.

"Owner of Record" is the person or entity listed on recorded deed, probated will or heir by intestacy.

"Property" means any unimproved or improved real property or portion thereof, situated in the Commercial Zoning Districts of the Town and includes the buildings or structures located on the Property regardless of condition.

"Residential Property" means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, counseling and lodging houses, apartment houses, and apartment hotels.

"Town" means the Town of Smithfield corporate limits of the town.

"Utilities" means water, sewer, telephone, natural and propane gas, and electric town services.

"Vacant" means a Property that has not been legally occupied for thirty days. Legally occupied means occupancy by the owner or any business or individual whose presence therein is with the consent of the owner. A Property that has utilities that are not operational is Vacant as herein defined or any other Evidence of Vacancy as defined herein above.

#### **Sect. 5-210. Registration.**

(a) Any vacant commercial property located within the Town's Commercial Zoning Districts must be registered by the Owner with the Town Manager, either (1) of the Owner of a Vacant



Property's own accord before receiving a Notice of Registration Requirement, or (2) within 90 days of receiving a Notice of Registration Requirement from the Town.

(b) The Town will send a Notice of Registration Requirement to the Owner of Record of Properties that exhibit Evidence of Vacancy. The Owner shall register Property within the time period set forth in Section (a) of this Section unless the Owner can provide clear and convincing evidence to the Town Manager, within such time period, that the Property is not Vacant.

(c) The Registration shall contain:

- (i) the name of the Owner (corporation or individual),
- (ii) the direct street/office mailing address of the Owner and P.O. Box if applicable,
- (iii) a direct contact name and phone number
- (iv) the name, address and telephone number of any local property management company hired by the Owner to meet the maintenance requirements of this Article if Owner's principal residence is not local.

(d) Any changes in the information in (b)(i) - (b)(iv) of this Section shall be reported to the Town within thirty (30) days of such changes.

(e) Registration must be renewed annually.

(f) Vacant properties shall remain subject to the annual registration, maintenance, and security requirements of this Article as long as they remain Vacant.

(g) Once the Property is no longer Vacant or is sold, the owner must provide written proof of occupancy or sale to the Town Manager.

(h) A Cleared Lot does not have to be registered.

#### **Sec. 5-211. Fees.**

(a) The fee for registering a Vacant Property shall be an annual fee in an amount set forth in the Town fee schedule. Fees will not be prorated.

(b) Registration fee may be waived by the Town Manager if Owner can demonstrate with clear and convincing evidence (1) that the Property has been sold, or (2) that the Property will be occupied within 30 days from the date of Notice of Registration Requirement.

#### **Sec. 5-212. Maintenance Requirements.**

Properties subject to this Article shall be kept in compliance with the following maintenance requirements:

(a) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not exhibit any Evidence of Vacancy.

(b) The yard(s) of the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.

(c) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.

(d) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not exhibit Evidence of Vacancy.

- (e) Instances of visible rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy, with the exterior painted and kept in good aesthetic condition.
- (f) The Property shall be maintained so as to exhibit no Evidence of Vacancy.
- (g) The storefronts and facades of buildings shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (h) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (i) Cleared Lots will be maintained with the grass cut, shrubs trimmed, and any landscaping neatly maintained.

**Sec. 5-213. Security Requirements.**

Vacant properties subject to this Article shall comply with the following security requirements:

- (a) The Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. This includes, without limitation, the closure and locking of windows, doors (including but not limited to walk-through, sliding, and garage), gates, pet doors, and any other such opening of such size that it may allow a child to access the interior of the Property or structure(s).
- (b) Broken windows shall be replaced and/or re-glazed; windows at the basement (the floor for that level being below or partially below ground level), street level and the second story level shall not be boarded up.

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- (b) The Property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed in the interior of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the Property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the Property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.
- (c) The requirement set forth in part (a) of this section may be waived by the Town Manager for owners who (1) reliably demonstrate an ability to maintain the property and (2) have not received any citations for maintenance violations in the previous quarter.

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The Town shall have the authority and the duty to inspect properties subject to this Article for compliance and to issue citations for any violations. The Town shall have the discretion to determine when and how such inspections are to be made, provided that their policies are reasonably calculated to ensure that this Article is enforced. The County Building Inspection Department or other entities acting for the Town may perform these inspections under Sec. 5-180 or enforcements under Sec. 5-181 under an interlocal agreement.

**Sec. 5 -216. Enforcement; Violations; and Penalties.**

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- (b) Any person who violates a provision of this Article or fails to comply with any order made thereunder and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by appeal, or by a court of competent jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in this Article.
- (c) The imposition of one penalty for any violation shall not excuse the violation, or authorize its continuance.
- (d) All such persons shall be required to submit an acceptable plan of action to the Town Manager within 10 business days of notification. This plan of action must include, but is not limited to, a description of the work to be done, by whom and a specific schedule. Plans shall be reviewed by the Town Manager and work is to commence within 15 days of Manager's approval. When not otherwise specified, failure to meet any stated condition within 10 days of required action shall constitute a separate offense.
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  - 7) Concurrent Penalties. Civil Penalties for the violations enumerated above are separate so that an Owner could be subject to concurrent civil penalties under more than one of these subparagraphs. For instance a person could be subject to civil penalties for failure to implement a plan, or failure to meet the maintenance and security requirements or other subparagraphs simultaneously.

**Sec. 5-217. Appeals.**

Any person aggrieved by any of the requirements of this Article may present an appeal in writing to the Town Manager and then, if not satisfied, to the Town Board of Adjustment.

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Should any provision, section, paragraph, sentence or word of this Article be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Article shall remain in full force and effect.

**Sec. 5-219. Preemption.**

Except as specifically preempted by N.C.G.S. § 160D-1201, et. seq. 160A-439 or town ordinances promulgated pursuant to N.C.G.S. § 160A-439, et. seq., or G.S. 160A-174, this Article shall apply to all Vacant Properties in the Commercial Zoning Districts

**PART II**

That the Town of Smithfield’s Code of Ordinances shall be page numbered and revision dated as necessary to accommodate these changes.

**PART III**

That these amendments to the Town of Smithfield’s Code of Ordinances shall become effective upon adoption.

Adopted by motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and approved on a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.

The is the \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

ATTEST

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

APPROVED AS TO FORM:



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Robert Spence, Jr., Town Attorney





# Request for Town Council Action

Business Agenda Item: Approve Funding Package  
Date: 08/13/2024

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Subject: Approve Funding Package Offered by the NCDEQ, Including the Passage of a Funding Resolution  
Department: Public Utilities  
Presented by: Public Utilities Director – Ted Credle  
Presentation: Business Agenda Item

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## Issue Statement

In accordance with the Council-approved, submitted application in 2023; the Town received a funding offer from the North Carolina Department of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF), pertaining to establishing a lead service line replacement program for the **Town’s** water distribution system.

## Financial Impact

The offer will award the Town \$299,328 of grant funds and \$199,552 of 0% interest repayable loan, over a 5-year period. This funding may be issued in smaller increments that the entire amount offered; however, we must take all funding at the same 60/40 **ratio of “forgiven” and “repayable”**.

## Action Needed

Approve the funding offer, including the presented resolution.

## Recommendation

Staff recommends the approval of the funding offer & resolution, as presented.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Proposed Funding Offer
2. Proposed Resolution



# Staff Report

Business Agenda Item: Approve Funding Package

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In accordance with EPA and NCDEQ regulation, the Town began a process to create an inventory of service lines in the Town water distribution system that may contain lead. To comply, the Town partnered with a consulting firm, who did the records research and created an initial inventory, per regulation. This inventory will be uploaded prior to the October 2024 deadline, keeping the Town in compliance.

The next step, according to the 2022 Lead and Copper Rule Revisions (LCRR) is to undertake a substantial Lead Service Line Inventory (LSLI), which is more detailed, requires field investigations, public outreach, and a continuous plan of service line replacement; with the goal to be completely lead-free within 10 years.

As part of creating the LSLI inventory, the NCDEQ has offered funding to assist water systems. The Town of Smithfield was awarded roughly \$300k of grants and \$200k in 0% loans, payable over 5 years. Staff is asking the Council to accept the funding offer – which entails the passing of the included resolution.



June 20, 2024

Mr. Michael Scott, Town Manager  
Town of Smithfield  
350 East Market Street  
Smithfield, NC 27577

Subject: Lead Service Line Replacement Program  
Funding Offer  
Town of Smithfield  
Smithfield Lead Service Line Inventory  
Project No.: SRF-D-LSL-0016

Dear Mr. Scott:

The Town of Smithfield has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the following items to the Division via e-mail at [DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov):

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain a copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and the applicable Conditions and Assurances contained therein (sample of suggested format enclosed).
3. The Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)
4. Sales-Tax Certification (form attached)


The Site Certification and a Capital Project Ordinance or Budget Ordinance covering the project, if applicable are/is due before disbursements begin.

Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

*Please note that disbursement of loan funds is contingent upon debt approval by the Local Government Commission (LGC). You may coordinate debt approval directly with the LGC by e-mail at [srf@nctreasurer.com](mailto:srf@nctreasurer.com).*

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Amanjit Paintal either by telephone at 919.707.9054 or by e-mail at [amanjit.paintal@deq.nc.gov](mailto:amanjit.paintal@deq.nc.gov).

Sincerely,

DocuSigned by:  
  
6300A872077B4C5...

Shadi Eskaf, Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document  
Assurances & Conditions  
Federal ID and UEID Number Request Memo  
Resolution to Accept Funding Offer (suggested format)  
Sales-Tax Certification Form  
Disbursement Request Form  
Site Certification  
Capital Project Ordinance (sample)

ec: Amanda Whitaker, WithersRavenel, Inc. ([awhitaker@withersravenel.com](mailto:awhitaker@withersravenel.com))  
Tom Poe, P.E., WithersRavenel, Inc. ([tpoe@withersravenel.com](mailto:tpoe@withersravenel.com))  
Mark Hubbard, P.E. (Via DocuSign)  
Amanjit Paintal (Via DocuSign)  
DWI Administrative Unit (Via DocuSign)  
Carrie Shortt (Via DocuSign)  
Teresa Tripp (Via DocuSign)  
[DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov)

DWI Agreement ID#: 2000070486 (COM\_LOX)

**APPLICABLE STANDARD CONDITIONS\*****Project Applicant:****Project Number:**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report (ER) review process. Projects that do not involve construction (e.g., inventory only) are not required to prepare an ER/EID.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for sub agreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract requires the contractor to adhere to Davis-Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148. Projects that do not involve construction (e.g., inventory only) are generally not subject to Davis-Bacon; however, special circumstances may trigger Davis-Bacon requirements.
7. Projects funded through the BIL DWSRF-LSLR funds are required to comply with the Federal Build America, Buy America Act (BABAA). BABAA requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. Projects that do not involve construction (e.g., inventory only) are not subject to BABAA.
  - a. If your project qualifies for a BABAA waiver, American Iron & Steel (AIS) provisions will apply instead, as required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV. The State provides detailed requirements to be included in the construction contract specifications. Projects that do not involve construction (e.g., inventory only) are not subject to AIS.

8. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

*\*Note: Condition 1 does not require anything to be submitted. Details on all of these conditions can be found in the EPA Cross-Cutter handbook.*

<b>ASSURANCES</b>
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<b>Project Applicant:</b>	<b>Project Number:</b>
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1. The Applicant intends to complete the project in accordance with the application for financial assistance approved by the Division. The Applicant acknowledges that in the event a milestone contained in the most recent BIL DWSRF-LSLR Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality may rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for BIL DWSRF-LSLR funding.
3. All aspects of the project, including the letting of contracts in connection therewith, conform to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the course of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All BIL DWSRF-LSLR funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The Applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. **The Applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.**



**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Town of Smithfield  
350 E Market Street  
Smithfield, North Carolina 27577

**Project Number:** SRF-D-LSL-0016

**Assistance Listing Number:** 66.468  
**Unique Entity ID Number:** FCT5P87K6EY3

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
BIL-DWSRF-LSLR Fund - Repayable Loan	<input checked="" type="checkbox"/>	--	--	\$199,552
BIL-DWSRF-LSLR Fund - Principal Forgiveness	<input checked="" type="checkbox"/>	--	--	\$299,328
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - <i>Choose an item.</i>	<input type="checkbox"/>			

**Project Description:**

Smithfield Lead Service Line Inventory

**Total Financial Assistance Offer:** \$498,880  
**Total Project Cost:** \$498,880  
**Estimated Closing Fee\*:** \$9,978  
*For Loans*  
**Interest Rate:** 0% Per Annum  
**Maximum Loan Term:** 5 Years

*\*Estimated closing fee calculated based on grant and loan amount.*


Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:  Signature	6/17/2024 Date
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On Behalf of:

**Town of Smithfield**

Name of Representative in Resolution:

\_\_\_\_\_

Title (Type or Print):

\_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
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**RESOLUTION No. 752 (13-2024)**  
**BY GOVERNING BODY OF RECIPIENT**  
***Town of Smithfield***  
***Lead Service Line Inventory (DWI# SRF-D-LSL-0016)***

**WHEREAS,** the Bipartisan Infrastructure Law (BIL) of 2021 and North Carolina General Statute (NCGS) 159G have authorized the making of loans to aid eligible, drinking-water system owners in financing the cost of inventorying and replacing lead service lines; and

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund – Lead Service Line Replacement (DWSRF-LSLR) loan in the amount of **\$498,880** to conduct a Lead Service Line Inventory, hereafter referred to as the “Project”, 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 DWSRF-LSLR Loan offer of **\$498,880**

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, and has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

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

Adopted this the 13<sup>th</sup> day of August, 2024 at **Town of Smithfield**, North Carolina.

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

ATTEST:

\_\_\_\_\_  
Shannan Parrish, Clerk



# Request for Town Council Action

Business  
Agenda  
Item: Award of  
Contract  
Date: 08/13/2024

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

## Issue Statement

To comply with EPA regulations, the Town engaged a consulting firm to develop a Lead Service Line Material Inventory for the Town water service area. Although this task is nearing completion, further regulations require the Town to develop a more in-depth plan to replace all lead service lines by 2034. To aid the Town through the plan development, the consultant has offered an agreement to satisfy all EPA requirements.

## Financial Impact

The expense to cover these services (\$498,880) will be taken from the funds offered by the NCDEQ in the form of a grant and a 0% interest loan, as noted in the Letter of Intent to Fund (included).

## Action Needed

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

## Recommendation

Staff recommends the approval of the WithersRavenel amendment and to authorize the Town Manager to execute the agreement

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Consultant Proposal
3. Letter of Intent to Fund



# Staff Report

Business  
Agenda  
Item:

Award of  
Contract

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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 water systems create an inventory to classify their service lines in Town. The dead line for the creation of this inventory is October 16, 2024. To meet this requirement, the Town engaged a consulting firm, to develop the required inventory.

Although the October 2024 inventory is nearing completion, **and the Town is "on target" to be fully compliant**; the next phase of the EPA regulations is to develop an in-depth plan to replace all lead service lines in the Town service area. This plan needs to be developed and accepted by April 2026. There are additional requirements, such as public education & outreach, which will also have to take place as we move forward, to help identify the suspect service lines.

To assist the Town in this endeavor, the consultant has offered a service agreement to undertake these tasks on behalf of the Town. Such an undertaking is quite expensive. As such, the Town applied for funding assistance and was awarded \$498,880. This award will fund the remainder of the plan, as well as, much of the field work to determine the exact material of suspect lines.

Staff is asking the Council to approve the proposed amendment to the agreement and authorize the Town Manager to execute the agreement, not to exceed \$498,880.00.

\*\*





April 24, 2024

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

RE: Agreement for Town of Smithfield  
Lead Service Line Inventory  
Smithfield, North Carolina  
WR Project No. 24-0384

Dear Mr. Credle,

WithersRavenel is pleased to provide this Agreement for Professional Services. The Town received a Drinking Water State Revolving Fund (DWSRF) award of \$498,880 to conduct a Lead Service Line Inventory (DWI Project Number SRF-D-LSL-0016). We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,  
WithersRavenel

Ken Orie, PE  
Practice Area Lead, Utilities  
Korie@withersravenel.com  
Ph. 919.469.3340 | Mobile: 724.331.8892

# Town of Smithfield Smithfield, North Carolina Lead Service Line Inventory

## A. Project Description

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

For the purposes of this agreement 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. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
5. Division of Water Infrastructure shall be known as "DWI";
6. The executed agreement shall be known as the "Agreement".

Client has retained Consultant to assist with developing a program, procedures, and data management tools to address the requirements, recommendations, and guidance in the US-Environmental Protection Agency (EPA) Lead and Copper rules, the NC-DWI Funding program guidance, and the NC-Public Water Supply (PWS) guidance materials.

It should be noted that this agreement represents the actions that are to be taken by Consultant to assure that the Client attains compliance with the Lead and Copper Rules noted in CFR sections 141.80. Whereas the State of North Carolina has not finalized the guidance documents associated with the promulgation of the entire rule, this contract is intended to be the basis of compliance of the guidance documents that have been published to date.

The documents and data sources that serve as the basis of this contract are as follows but is not all inclusive:

1. Code of Federal Register: Section 141.80
2. <https://www.deq.nc.gov/ncrwa-conference-presentation-05162023/open>
3. <https://www.deq.nc.gov/us-epas-guidance-developing-and-maintaining-service-line-inventory/open>
4. <https://www.deq.nc.gov/lead-service-line-inventory-instructions/open>
5. North Carolina Department of Environmental Quality, Public Water Supply Section: <https://deq.nc.gov/lead-service-line-inventory>.
6. Lead Service Line Inventory/Replacement Funding: <https://deq.nc.gov/about/divisions/water-infrastructure/lead-serviceline-replacement-funding>.
7. U.S. Environmental Protection Agency Lead Service Line Inventory Guidance: <https://www.epa.gov/ground-water-and-drinkingwater/revised-lead-and-copper-rule>.
8. Lead and Copper Rule Revisions: <https://www.ecfr.gov/current/title40/chapter-I/subchapter-D/part-141/subpart-I>.

As the State of North Carolina has not finalized all guidance documents associated with the Lead and Copper Rules, this contract will be subject to modification to allow for the Client to attain compliance by the consultant. All requests for contract modification associated with rule promulgation and guidance finalization will be submitted to the Client in writing after receiving approval from the State.

**Acronyms:**

- CFR Code of Federal Regulations
- CMMS Computerized Maintenance Management System
- ECERT North Carolina Electronic Certification
- EPA United States Environmental Protection Agency
- GIS Geographic Information System
- GRR Galvanized Requiring Replacement Improvements
- LCRR Lead and Copper Rule Revisions
- LSL Lead Service Line
- LSLR Lead Service Line Replacement
- NC-PWS North Carolina Public Water Supply
- PWSID Public Water System Identification Number

## **B. Town of Smithfield Timeline for Services**

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client.

<b>Milestone</b>	<b>Time Frame</b>
Develop a Data Management Plan	August 1 2024
Develop Lead Service Line Material Inventory	October 1 2024
Field Work	October 1 2025
Develop Lead Service Line Replacement Plan	February 1 2026
Sampling Plan	June 1, 2026
Public Education & Outreach	By July 1 <sup>st</sup> for previous year (2024,2025,2026)
Project Close Out/Completion of all tasks	August 1, 2026

## C. Scope of Services

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

### Task 1 - Project Management

Consultant shall manage the project by:

- A. Consultant shall provide services for the overall management and administration of the Project including any internal and external coordination, general administration duties, keeping the Client informed of progress, providing oversight of the production tasks, and managing the monthly billing and invoicing for the project.
- B. Consultant shall identify key team members, schedule, and attend a project kick-off meeting to introduce the Team to the Client, establish the Project communication channels between the Client and Consultant, determine the availability of needed data.
- C. Consultant shall conduct and coordinate activities related to project scope, budget, schedule, quality assurance and quality control as well as correspondence related to data collection and submittals.
- D. Consultant will keep the Client advised of the progress of the project activities. This includes scheduling and virtually attending monthly meetings/workshops (1 hr each) and consultations with the Client.
- E. Submit monthly project progress reports and meeting minutes as well as any electronic files of project presentation slides to the Client and the Division of Water Infrastructure (DWI).

#### Deliverables

- ▶ Kick-Off Meeting
- ▶ Site Visit
- ▶ Monthly Virtual meetings (1 hour) – 30 Total
- ▶ Management and Invoicing

### Task 2 - Funding Administration

- A. Attend the Project kick-off meeting to review grant/loan requirements with Client.
- B. Attend virtual monthly progress meetings as needed.
- C. Review appropriate State and Federal Drinking Water State Revolving Fund (DWSRF) guidelines applicable to this Project.
- D. Complete preliminary paperwork needed to submit reimbursements for the Project.
- E. Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
- F. Assist the Client Finance Officer in keeping necessary files and documentation.
- G. Function as a liaison as required between the Client and DWI.
- H. Assist the Client in close-out procedures and paperwork.

#### Deliverables

- ▶ Monthly Virtual meetings (0.5 hour) – 30 Total
- ▶ Monthly Requisition preparation and submission



### Task 3 - Develop and Implement a Data Management Plan

- A. Data Review:
1. All data listed in the EPA and North Carolina Lead Service Line Inventory (LSLI) Guidance shall be gathered, digitized, and reviewed by Client and provided to Engineer to be evaluated and used as appropriate.
- B. Consultant will set up database for the Client's long-term use in tracking water service lines, repairs, meter information, and other information required and needed for the LSLI. Two virtual training workshops are included in this task. This task assumes the Client will provide all necessary information required in order to complete task. If the required information does not exist, reasonable engineering judgement will be utilized to complete task.
- C. Consultant will develop a plan and SOPs for data management, entering and sharing data across various groups in Client's organization, Consultant, and with the State as required. This will include submission of data and reports as required by the State.
1. The SOPs will cover:
    - a. Initial set up of Database.
    - b. Ongoing inputs, updates, and maintenance of database through life of contract.
    - c. Updating water service line materials determined through routine operations, maintenance (O&M), and work done by Client's staff.
    - d. Process for data collection and recording while doing SUE, field work, and verification.
    - e. Entering additional data from field work by Client, Consultant, Contractors.
    - f. Procedures for gathering, accepting, and verification of data provided by property owners, tenants, and the public.
    - g. Procedures for responding to questions and inquiries from the same.
    - h. Continued compliance after this contract expires.
    - i. Continued data entry from field work by Client and/or from implementing the validation strategies is not included.

#### Deliverables

- ▶ Two workshops (2 hours each)
- ▶ ESRI Schema for data storage
- ▶ Digital submittal to client of operating procedures for data management

### Task 4 - Develop Initial Lead Service Line Inventory (LSLI)

- A. Consultant will prepare and submit the Initial LSLI which will be developed using existing data and data gathered as part of this agreement and submitted to the State by the due date. The State requires that the template developed by the State be used for Inventory submission. The following tasks are included in the Initial Inventory:
1. Compile available digital data for both the utility side material and the customer side material. Available digital data from GIS, CMMS, water meter records, water main installation dates, previous water main replacement projects, historical plumbing records as available, institutional knowledge, County tax assessor's database, building permits, tap cards, and other sources listed in guidance as available will be used to develop the inventory and identify the service line materials.
    - ▶ This task assumes that all data is available in a digital format that allows for queries and other methods suitable for database manipulation. If data only resides in paper format, a contract amendment will be required.
- B. Service line materials classified as unknown on both the utility and private side will be

identified. Consultant will coordinate with Owner to obtain any available plumbing records or procedures to verify pipe materials on both public, and private side of the meters.

- C. Identify fields within the Client's current data system that will be used to note or identify customer side lines where lead was replaced on the utility side and lead may remain on the customer side.
- D. Lead goosenecks, lead joints, and lead based solder will be included in the inventory, where identified in the data.
- E. The initial basis of the inventory will use County parcel data, street address, and Owner service lateral and meter boxes and customer ID or Asset numbers in the GIS to establish LSLI inventory. After those data sources are considered then Building and Plumbing codes, ordinances, meter replacement program data, standards, specifications, and purchasing records, as available, will be used to determine materials historically used in the distribution system. Consultant will estimate the service line material for the initial inventory using agreed upon assumptions outlined in data management plan.
  - ▶ Should the State provide additional guidance on statistical methods, predictive models or machine learning, a contract amendment may be required to implement a revised methodology.
- F. Consultant will then prepare Data into Excel format approved by the North Carolina Public Water Supply for submission to the State.
  - ▶ Should the State develop and require the implementation of a data modeling process, then the data management plan outlined will be revised to reflect the continual update of the data. This would require a contract amendment since the extent of the data modeling is not known at this time. The updating of the model would only occur for the duration of this contract.

#### Deliverables

- ▶ Submission of appropriate Lead Service Line Inventory using State required template available here: <https://www.deq.nc.gov/about/divisions/water-resources/drinking-water/lead-service-line-inventory>
- ▶ Submission will follow State guidelines

#### Task 5 - Field Work

- A. The Consultant or their Sub-Consultant(s) will identify how many and which locations are the most statistically important and representative for field inspections in accordance with the published guidelines noted above. This work will be completed using a Subsurface Utility Consultant.
- B. Subsurface Utility Engineering (SUE):
  1. Level A SUE consists of vacuum excavation and surface restoration for the individual service lines. In accordance with current published guidelines, this includes a minimum of two test holes per lateral. There is potential for a third test hole based on presentation from the State provided on May 17<sup>th</sup>, 2023. It will be assumed for this contract that only two are required. This SUE work will be performed within the required properties to verify water service line pipe materials. It is assumed that the test holes will not be in streets. Test holes will be phased such that several test holes per day can be performed in a limited area. Test hole cost includes backfill and basic surface restoration with materials from the hole. Additional fees would apply if over-seeding and straw, sod, or other special restoration is required. Holes will not be in pavement, sidewalks, or roadways. It is assumed that no traffic control will be required. If for safety reasons it becomes necessary, additional fees would apply. Test pits will not include survey or CAD but will include a report based in ESRI format and photo to document activity. DOT encroachment permits

are assumed to not be required. Notification will be performed by the Consultant in the form of door hangers a minimum of one week prior to work commencing.

Deliverables

- ▶ Submission to Client of revised GIS database that includes pictures and materials from field work

### Task 6 - Lead Service Line Inventory Refinement (LSLI)

- A. Consultant will complete the following tasks to assist in the refinement of the initial LSLI submittal identifying unknown service lines:
  1. Update inventory required per State to include all findings from field work.
  2. Update inventory required by State to reflect interior and exterior verifications and applicability for Client's system.
  3. Update inventory required by State to reflect "Site-Closure" .
  4. Update data base and the data management plan per the Data Management SOP to reflect findings of field work, interior and exterior findings and site closures.

Deliverables

- ▶ Submission to Client of update State template inventory
- ▶ Submission to Client of updated data management plan

### Task 7 - Develop Lead Service Line Replacement Plan

- A. The Consultant will develop a Lead Service Line Replacement Plan (LSLR-P) for the Client. The LSLR-P will be based on the number of LSLs identified when developing the LSLI and SLM inventory and will provide information regarding the contracting and construction procedures for conducting full Lead Service Line Replacements (LSLRs).
- B. This will evaluate the LSLs that can be replaced in conjunction with water main replacement projects and those remaining that would be performed under proposed future standalone LSLR contracts. It will include a prioritization strategy.
- C. As part of this task, the Consultant will meet with the Client to discuss which procedures they will implement prior to the Lead Copper Rule Improvements (LCRI) requirements becoming effective.
- D. The LSLR-P will include the following:
  1. Strategy for determining the materials for the unknown service lines (discussed under SLM Inventory)
  2. LSLR prioritization strategy, framework, and best practices for implementation, including factors such as:
    - a. Areas with on-going work such as water main replacements or paving projects
    - b. Areas with highest density of suspected LSLs
    - c. Areas with highest density of children
    - d. Areas with highest lead levels
    - e. Oldest service lines
    - f. Areas with other contaminants of concern
    - g. First come, first serve registration basis.
- E. Procedures to conduct full LSLRs.
  1. Communication guidance and templates for full and partial LSLRs, including:
    - a. Procedures for disturbances to lead, galvanized or unknown service lines.
    - b. Communication to homeowners and renters.

- c. Allowing contractors into home for a materials inspection and replacement.
- d. Flushing procedures and flyers.
- e. Communication regarding partial LSLRs if applicable.
- f. Follow-up sampling if applicable.
- g. Updating the SLM inventory database.

F. Other Recommendations and Proposed Rule Requirements

1. Recommended LSLR goal rate in the event of a lead trigger level exceedance.
2. Flushing procedures for investigated service lines.
3. Tracking of point-of-use (POU) pitcher filter orders and distribution.
4. Program to track LSLR progress, system data, and resident communications.
5. Funding of private-side replacement.

Deliverables

- ▶ Submission to Client of replacement plan that includes:
  - Priority strategy
  - Schedule
  - Communication guidelines
  - Sample details
- ▶ Does not include plans and specification required for bidding.

### Task 8 - Sampling Plan

- A. A Lead Sampling Plan will be developed to meet all current and proposed State requirements. This work will include the following:
1. The past and current Lead and Copper sampling will be evaluated for compliance and effectiveness. The LCRR and LCRI require changes to the compliance sampling for lead and copper. The rules also require sampling in schools and licensed childcare facilities. This does not include the Consultant collecting samples from facilities or residences. Review of existing sampling procedures, sampling plan, sampling data, data management, and reporting will include:
    - a. Review the City's historical lead and copper sampling data and evaluate how the current sampling will need to be modified to meet all requirements in the LCRR and LCRI. This includes evaluating current sampling sites that may qualify as Tier 1, 2, or 3 under the new rule and identify sites for the current triannual or modified sampling required under the LCRR and LCRI.
    - b. Work with publicly available data to prepare a list of all elementary schools, licensed daycares, and secondary schools in the service area.
    - c. Consultant will coordinate and schedule for the Client to obtain school and childcare sampling data and Consultant will summarize the requirements and timelines in a Sampling Plan.
- B. Sampling will meet current EPA, NC-DEQ, and NC-PWS sampling, testing, and reporting requirements. As these LCRR/LCRI revisions or improvement requirements are not currently known, additional testing or coordination with NCDEQ or Client will be a contract amendment.
1. Consultant will develop a complete list of sampling sites. This list will be updated annually as needed and required for the duration of the contract.
  2. Two virtual meetings with the Client to review the sampling plan and discuss the data and school sampling approach.
  3. Two (2) virtual meetings with select school and/ or childcare center. These are assumed to be group meetings with the various facilities and if separate meetings are to be required, then this would be a contract amendment.



4. Meeting with Client and representatives and Health Department to discuss the upcoming changes to lead and copper rules and sampling requirements.
5. Consultant will prepare a sampling plan describing the proposed approach for sampling in schools and daycares for compliance with rules. This will include data management and tracking.

#### Deliverables

- ▶ Submission to Client of sampling plan that includes:
  - List of sampling sites
  - Meetings with facilities
  - Meetings with Client
  - Data management recommendations
  - Future budgeting values

### Task 9 - Public Education and Outreach

- A. Persons served by lead, GRR or unknown service lines must be notified within 30 days of inventory completion. The notice must include a statement about material, lead health effects, and steps to minimize exposure and they must be repeated annually. Notice must include:
  1. Information about opportunities to replace service line.
  2. Available programs providing financing solutions to assist replacement.
  3. Statement that the public water system (PWS) must replace its portion if, the property owners notifies the system they are replacing their portion.
- B. Therefore, our services to reflect compliance are as follows:
  1. Develop notifications procedures for the above requirements.
  2. Develop a communication strategy for public education outside of the direct notification required above.
  3. Prepare educational and outreach materials for the public. This is anticipated to include:
    - a. At a minimum, development and provide content for press releases, customer letters, postcards, bill inserts, and or brochures to instruct and encourage residents to report their internal water service line material.
    - b. Provide content, including frequently asked questions (FAQs), for a webpage (on Client's existing website) and information materials with guidance for use by Client's customers on how to identify pipe materials.
    - c. Provide written responses to typical questions for Client's customer service to respond to customer questions on lead in drinking water, the LSLI, SLM inventory survey, and the LSLR-P.
  4. Provide instructions and procedures for how property owners, customers, contractors, and the public can view and submit data, informational surveys, photos, comments, questions about the sections of water service lines on their property.
  5. Provide instructions and procedures for the City Utility to obtain and track legal signatures and permission to allow access to private property, right of Entry, and hold harmless agreements for all staff doing LSLI and LSLR work. These will be submitted to the Owners Legal Staff for approval.

#### Deliverables

- ▶ Submission to Client of communication plan that includes:
  - Procedures for meeting minimum notification requirements within 30 days of inventory completion, (Initial and subsequent Inventory submission)
  - Communication strategy for general public

- Instructions and procedures for property owners
- Instructions for Client for property access

## D. Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (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 for by the Client in accordance with the Fee & Expense Schedule. The exclusions are described below but are not limited to the following:

### 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;
- ▶ City or regulatory approvals;
- ▶ Special & Conditional Use Permits;

### Services During Construction

- ▶ 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;
- ▶ 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, Consulting, or analysis;
- ▶ Dam breach analysis;
- ▶ Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- ▶ Soil investigations (such as Seasonal high-water table determinations;
- ▶ Soil Media Mix Testing and Gradation Certification;
- ▶ Downstream impact analysis;
- ▶ Nutrient calculations;
- ▶ Peak flow analysis;
- ▶ SCM conversion;
- ▶ Permitting Services
- ▶ Building permits and associated work;
- ▶ Erosion Control permits;
- ▶ Water/Sewer permits;

- ▶ 401/404 permitting;
- ▶ Floodplain Development permit;
- ▶ NCDOT permitting;
- ▶ Sign permitting;

Landscape Architecture Services

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

Services by Others

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

Documents/Drawings

- ▶ Schematic Drawings as typically defined in the architectural industry;
- ▶ Conceptual Drawings;
- ▶ Sketch Plans;
- ▶ Site Plans;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;

- ▶ Record (As-Built) Plans;
- ▶ Lot Matrix;

Design Services

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

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

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

## E. Client Responsibilities

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

### 1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend City or Client 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.



## F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below. The amounts set forth below have been determined 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 agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Management	\$52,000
2	Funding Administration	\$27,000
3	Develop a Data Management Plan	\$112,080
4	Develop Lead Service Line Material Inventory	\$0.00
5	Field Work	\$229,133
6	Lead Service Line Inventory Refinement	\$11,667
7	Develop Lead Service Line Replacement Plan	\$19,000
8	Sampling Plan	\$33,000
9	Public Education & Outreach	\$15,000
<b>TOTAL</b>		<b>\$498,880</b>

- a. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- b. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- c. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
- d. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.
- e. The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client 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. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## G. Acceptance


This Task Order is valid 15 days from the date it is transmitted to the Client. Receipt of an executed copy of this Agreement will serve as the written Agreement between WithersRavenel and the Town of Smithfield. All Exhibits identified after the signature blocks below, including the Standard Terms & Conditions (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF SMITHFIELD

 Digitally signed by Ken Orié  
Date: 2024.01.24 13:07:56  
0490

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ken Orié, PE  
Name

\_\_\_\_\_  
Practice Area Lead, Utilities  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
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: \_\_\_\_\_

Attachment:

Exhibit I- Standard Terms & Conditions

## 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.



**ROY COOPER**

*Governor*

**ELIZABETH S. BISER**

*Secretary*

**SHADI ESKAF**

*Director*



**NORTH CAROLINA**  
*Environmental Quality*

October 20, 2023

Mr. Michael Scott, Town Manager  
Town of Smithfield  
350 East Market Street  
Smithfield, NC 27577

Subject: Letter of Intent to Fund  
Town of Smithfield  
Smithfield Lead Line Service Inventory  
September 2023 SWIA Award  
Project No.: SRF-D-LSL-0016

Dear: Mr. Michael Scott

The Division of Water Infrastructure (Division) has reviewed your application, and the State Water Infrastructure Authority (SWIA) has approved your Lead Service Line Replacement project as eligible to receive a total funding amount of \$498,880 from DWSRF BIL Lead Service Line Replacement Funds. Sixty percent (60%) of the loan up to a maximum of \$299,328 will be forgiven and the remainder will be repayable at 0.00% interest. BIL DWSRF LSLR Funds are contingent on the Division's receipt of the LSLR Funds from US EPA. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent meeting **all** the following milestones:

**Inventory Only Projects**

<b>Milestone</b>	<b>Date</b>
Scope of Work Submittal	December 1, 2023
Scope of Work Approval	February 1, 2024
Completion of LSLR inventory Scope of Work	October 1, 2024

The Division will consider milestone timeline modification including extensions provided that good cause for granting extension is provided. Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

The Engineering Report for projects that include replacement must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>).



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

Mr. Michael Scott  
Project No.: SRF-D-LSL-0016  
10/20/2023

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

#### Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

#### Build America, Buy America Act (BABA)

Projects funded through the State Revolving Fund (SRF) BIL LSLR funds are required to comply with the Federal Build America, Buy America Act (BABA). The Build America, Buy America Act (BABA) requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. You can find additional information at the following link: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>

#### Approval of Debt by Local Government Commission

Projects funded with a Division of Water Infrastructure (Division) loan component must receive approval from the Local Government Commission (LGC). Final approval of debt must be coordinated directly with the LGC after construction bids are received. Materials must be emailed to [srf@nctreasurer.com](mailto:srf@nctreasurer.com)

#### Joint Legislative Committee on Local Government Notification Requirements

In accordance with G.S. 120-157.2, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting that letter and providing a copy to the Division.

#### Extended Term Loan

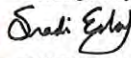
Projects that qualify for a targeted interest rate and demonstrate in the Engineering Report a weighted average design life for the major components of the project greater than 20 years are eligible for an extended loan term up to the calculated weighted average design life, but not to exceed 30 years. Request an extended term by contacting your project manager and provide the necessary calculation (see design life workbook here <https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>).

Upon receipt of your letter of intent to fund, please fill out the attached Federal ID & Unique Entity ID (UEI) form, attached and email it to Pam Whitley at [pam.whitley@deq.nc.gov](mailto:pam.whitley@deq.nc.gov). If you choose to decline this funding, the Authorized Representative as declared in the application must directly contact the Division project manager via email or letter on the applicant's letterhead.



Mr. Michael Scott  
Project No.: SRF-D-LSL-0016  
10/20/2023

If you have any questions, please contact Amanjit Paintal at  
Amanjit.Paintal@deq.nc.gov.

Sincerely,  
DocuSigned by:  
  
6300AB72077B4C5  
Shadi Eskaf, Director  
Division of Water Infrastructure, NCDEQ

EC: Amanda Whitaker, WithersRavenel, Inc. (awhitaker@withersravenel.com) (via email)  
Tom Poe, PE, WithersRavenel, Inc. (tpoe@withersravenel.com) (via email)  
Amanjit.Paintal@deq.nc.gov.(Via email)  
SRF (COM\_LOIF) (Agreement ID 2000070486 )







# Request for Town Council Action

Business Agenda Item: Date:	Social District Plan 08/13/2024
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Subject: Social District Management and Maintenance Plan  
Department: General Government  
Presented by: Town Manager – Michael Scott  
Presentation: Business Item

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## Issue Statement

During the July 16, 2024 Council Meeting, the Town Council approved an ordinance authorizing a social district in Downtown Smithfield. The Council is asked to approve a Maintenance and Operations Plan for the District.

## Financial Impact

None

## Action Needed

Approve Maintenance and Operations Plan or Designate the Town Manager to approve these plans on behalf of the Town Council.

## Recommendation

Approve the plan as attached or designate the Town Manager this authority.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Draft Maintenance and Operations Plan



# STAFF REPORT

Business	Social
Agenda	District
Item:	Plan
Date:	08/13/2024

NCGS 18B-300.1(d)(2) establishes rules for a local government to approve a Management and Maintenance Plan for an approved social district. Attached is the draft of a Management and Maintenance Plan that appears to meet ABC Commission Requirements. The plan can be approved by the Town Council, or the Town Council can designate the Town Manager the authority to establish/approve the management and maintenance plans for the social district. **The approved plans will be published on the Town's website along with the** district boundaries and the hours the social district is in operation.



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## Town of Smithfield

# DOWNTOWN SMITHFIELD SOCIAL DISTRICT

## Management and Maintenance Plan

### Introduction

On July 7, 2022, Session Law 2022-49 was ratified amending G.S. 160-205.4 and adding new section 18B-300.1. These statutes authorized cities to adopt an ordinance designating one or more social districts for use in accordance with G.S. 18B-300.1 and identified the requirements and provisions that must be adhered to in order to operate a social district(s).

A social district allows for common areas where ABC licensed establishments may sell alcoholic beverages in designated containers to be carried into the common/approved area for consumption during days and times approved by the Smithfield Town Council for operation of the social district(s).

The following plan illustrates the management and maintenance of the Downtown Smithfield Social District. The plan will be submitted to the North Carolina ABC Commission and placed on Smithfield's Town website.

### Management

The Downtown Smithfield Social District will be jointly managed by the Town of Smithfield and the Downtown Smithfield Development Corporation, a 501(c)3 organization, contracted with the Town of Smithfield to manage Smithfield's Downtown Municipal Service District.

## District Boundaries



### Town of Smithfield Downtown Social District



The boundaries begin at Front Street and Market Street and stretch Southeast to 4<sup>th</sup> Street on both sides of Market Street. The social district includes the 100 block of South Third Street on both sides of the street. The social district includes the 100 block of South Front Street on both sides of the street to include the Town of Smithfield Amphitheater Property located at 150 South Front Street and extends into North Front Street on both sides of the street to include the property located at 101 West Market Street and its parking lot area on Front Street.

## Operations

The Downtown Smithfield Social District will be in operation each week from Wednesday to Friday between the hours of 3:00 pm ending at 10:00 pm and on Saturday between the hours of 12:00 pm (noon) and 10:00 pm. The Social District will not be in operation on Sunday, Monday or Tuesday each week.



## District Designation and Logo



The Downtown Smithfield Social District will utilize a newly created logo (example depicted above). Boundaries of the Social District will be clearly marked with signs affixed to all entrance/exit points. Signage will also include days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and Smithfield Police Department and a clear statement that an alcoholic beverage purchased from a permittee for consumption in the social district shall only be consumed in the social district and will be disposed of before exiting the social district.

## Beverage Containers and Rules of Use

The following regulations apply to containers within the Social District:

1. The container shall display the unique Downtown Smithfield Social District logo.
2. The container will clearly identify the permittee from which the alcoholic beverage was purchased.
3. The container is not comprised of glass.
4. The container displays, in no less than 12-point font, the statement, "Drink Responsibly- Be 21".
5. The container will not have a liquid capacity that exceeds 16 ounces.
6. A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the social district boundaries.
7. Permittees shall not allow a person to enter their licensed establishment in possession of an alcoholic beverage not sold by their establishment.
8. Social District containers may not be carried into a downtown Smithfield establishment unless invited to do so by displaying Downtown Smithfield Social District signage.

## **Financing**

The costs of establishing and managing the Downtown Smithfield Social District will be funded by the Town of Smithfield and the Downtown Smithfield Development Corporation.

## **Security and Enforcement**

Security and enforcement within the Downtown Smithfield Social District will be provided by the Town of Smithfield Police Department.

## **Insurance**

The Town of Smithfield is insured for its management and operation of the Social District.

## **Sanitation and Maintenance**

The Town of Smithfield Sanitation Department provides sanitation services within the Downtown Smithfield Social District. These services include trash removal for participating downtown businesses, as well as the maintenance of public trash containers located throughout the downtown district. Trash receptacles will be available at all social district exit points to allow for proper disposal of unconsumed alcohol and approved social district containers.

## **Marketing and Promotion**

Marketing and promotion of the Downtown Smithfield Social District will be provided by the Downtown Smithfield Development Corporation, Town of Smithfield Marketing, Johnston County Tourism and in collaboration with ABC permitted establishments within the social district.

## **Downtown Smithfield Social District Ordinance**

See attachment.

# SIGNAGE



## ENTERING SOCIAL DISTRICT

HOURS OF OPERATION:  
WEDNESDAY – FRIDAY – 3PM-10PM  
SATURDAY – 12PM-10PM

LOCAL LAW ENFORCEMENT CONTACT INFORMATION:  
A.L.E.1-877-ALE-AGENT

SMITHFIELD POLICE DEPARTMENT:  
919-934-2121

ALCOHOLIC BEVERAGES MAY ONLY BE CONSUMED  
WITHIN THE SOCIAL DISTRICT BOUNDARY AND MUST  
BE DISPOSED BEFORE EXITING THE DISTRICT.

DOWNTOWNSMITHFIELD.COM  
SEARCH KEYWORD: SOCIAL DISTRICT

NO ALCOHOLIC BEVERAGES  
ALLOWED BEYOND THIS POINT.

MUST BE 21.  
ENJOY WITHIN THE BOUNDARY.



# THE PINT OF NO RETURN

SOCIAL DISTRICT BORDER



SOCIAL DISTRICT BEVERAGES  
**NOT PERMITTED  
HERE**



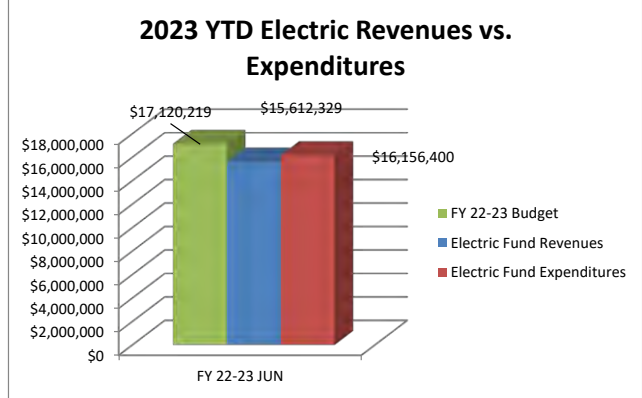
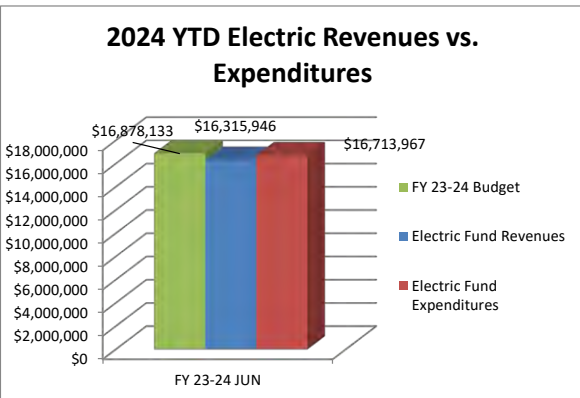
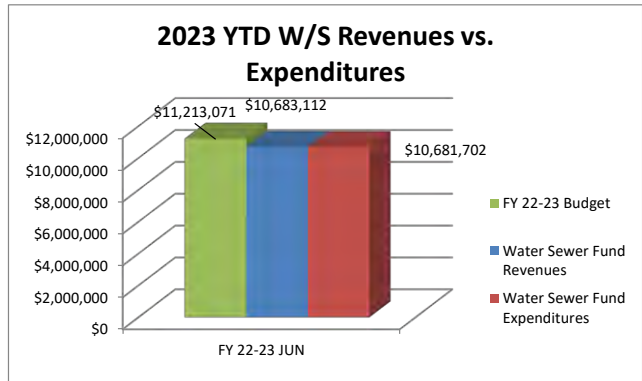
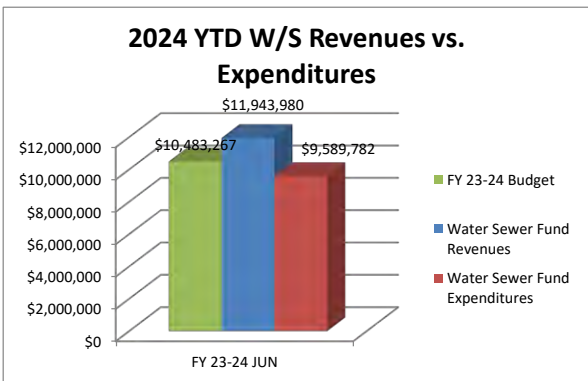
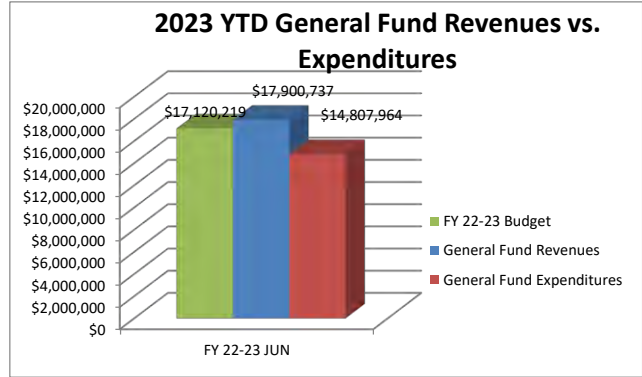
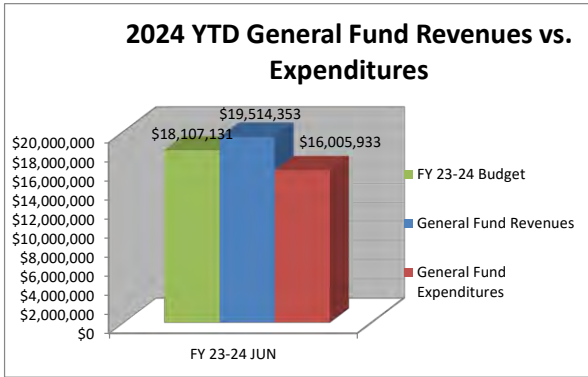
SOCIAL DISTRICT BEVERAGES  
**WELCOMED  
HERE**



# Financial Report



# Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**June 30, 2024**  
**Gauge: 12/12 or 100 Percent**

**100.00%**

		<b>GENERAL FUND</b>			
<b>Revenues</b>	Frequency	<b>Actual to Date</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
		<b>FY '22-23</b>	<b>FY '23-24</b>	<b>FY '23-24</b>	<b>Collected</b>
Current & Prior Year Property Taxes	Monthly	\$ 7,209,587	\$ 7,436,900	\$ 8,195,646	110.20%
Motor Vehicle Taxes	Monthly	856,491	775,000	799,562	103.17%
Utility Franchise Taxes	Quarterly	1,023,115	965,000	1,127,599	116.85%
Local Option Sales Taxes	Monthly	3,807,220	3,100,000	3,976,798	128.28%
Aquatic and Other Recreation	Monthly	873,292	714,500	909,194	127.25%
Sanitation (Includes Penalties)	Monthly	1,484,180	1,519,310	1,572,243	103.48%
Grants		95,772	51,630	28,900	55.98%
All Other Revenues		1,973,290	1,773,344	2,279,621	128.55%
Transfers (Electric and Fire Dist.)		577,790	624,790	624,790	100.00%
Fund Balance Appropriated		-	1,146,657	-	0.00%
<b>Total</b>		<b>\$ 17,900,737</b>	<b>\$ 18,107,131</b>	<b>\$ 19,514,353</b>	<b>107.77%</b>

<b>Expenditures</b>	<b>Actual to Date</b>	<b>Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
	<b>FY '22-23</b>	<b>FY '23-24</b>	<b>FY '23-24</b>	<b>Spent</b>
General Gov.-Governing Body	\$ 464,501	\$ 542,160	\$ 493,426	91.01%
Non Departmental	1,049,759	1,291,656	1,112,665	86.14%
Debt Service	449,297	438,296	438,274	99.99%
Finance	157,646	184,213	160,073	86.90%
IT	120,881	316,565	242,297	76.54%
Planning	411,520	408,688	327,984	80.25%
Police	3,969,549	4,529,947	4,097,544	90.45%
Fire	2,617,283	3,261,553	3,026,028	92.78%
General Services/Public Works	688,436	723,009	655,897	90.72%
Streets	421,229	746,065	403,632	54.10%
Motor Pool/Garage	106,256	198,685	177,865	89.52%
Powell Bill	413,727	525,548	521,254	99.18%
Sanitation	1,508,978	1,991,360	1,814,478	91.12%
Stormwater	68,551	216,725	157,826	72.82%
Parks and Rec	1,085,696	1,303,107	1,192,413	91.51%
SRAC	1,221,754	1,275,305	1,140,748	89.45%
Sarah Yard Center	52,901	58,696	43,529	74.16%
Contingency	-	95,553	-	0.00%
<b>Total</b>	<b>\$ 14,807,964</b>	<b>\$ 18,107,131</b>	<b>\$ 16,005,933</b>	<b>88.40%</b>

YTD Fund Balance Increase (Decrease) 3,092,773 (0) 3,508,420



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**June 30, 2024**  
**Gauge: 12/12 or 100 Percent**

**100.00%**

**WATER AND SEWER FUND**

	Actual to Date		Budget		Actual to Date		YTD %	
	FY '22-23		FY '23-24		FY '23-24		Collected	
<b>Revenues</b>								
Water Charges	\$	2,858,065	\$	2,912,000	\$	3,158,673		108.47%
Water Sales (Wholesale)		2,403,548	\$	2,080,380		2,804,752		134.82%
Sewer Charges		4,867,891		4,800,000		5,240,357		109.17%
Penalties		74,551		60,000		63,276		105.46%
Tap Fees		6,130		3,000		26,315		877.17%
Other Revenues		472,927		309,596		650,607		210.15%
Fund Balance Appropriated		-		318,291		-		0.00%
<b>Total</b>	\$	10,683,112	\$	10,483,267	\$	11,943,980		113.93%

	Actual to Date		Budget		Actual to Date		YTD %	
	FY '22-23		FY '23-24		FY '23-24		Spent	
<b>Expenditures</b>								
Water Plant (Less Transfers)	\$	2,142,332	\$	2,623,687	\$	2,346,457		89.43%
Water Distribution/Sewer Coll (Less Transfers)		5,174,210		5,406,923		4,866,302		90.00%
Transfer to W/S Capital Proj. Fund		2,401,130		1,350,000		1,350,000		100.00%
Debt Service		964,030		1,030,957		1,027,023		99.62%
Contingency		-		71,700		-		0.00%
<b>Total</b>	\$	10,681,702	\$	10,483,267	\$	9,589,782		91.48%

YTD Fund Balance Increase (Decrease) 1,410 - 2,354,198

**ELECTRIC FUND**

	Actual to Date		Budget		Actual to Date		YTD %	
	FY '22-23		FY '23-24		FY '23-24		Collected	
<b>Revenues</b>								
Electric Sales	\$	15,164,957	\$	16,320,000	\$	15,684,540		96.11%
Penalties		93,894		80,000		90,283		112.85%
All Other Revenues		353,478		252,000		541,123		214.73%
Fund Balance Appropriated		-		226,133		-		0.00%
<b>Total</b>	\$	15,612,329	\$	16,878,133	\$	16,315,946		96.67%

	Actual to Date		Budget		Actual to Date		YTD %	
	FY '22-23		FY '23-24		FY '23-24		Spent	
<b>Expenditures</b>								
Administration/Operations	\$	3,271,639	\$	3,142,392	\$	3,162,598		100.64%
Purchased Power - Non Demand		4,612,577		5,193,800		4,964,839		239.92%
Purchased Power - Demand		5,964,206		6,100,000		6,340,038		
Purchased Power - Debt		1,156,176		1,156,200		1,156,176		
Debt Service		335,191		342,586		342,586		100.00%
Capital Outlay		171,461		16,700		20,260		121.32%
Contingency		-		198,985		-		0.00%
Transfers to Electric Capital Proj Fund		550,000		632,320		632,320		100.00%
Transfers to General Fund		95,150		95,150		95,150		100.00%
<b>Total</b>	\$	16,156,400	\$	16,878,133	\$	16,713,967		99.03%

YTD Fund Balance Increase (Decrease) (544,071) - (398,021)

**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**June 30, 2024**

Gauge: 12/12 or 100 Percent

100.00%

**CASH AND INVESTMENTS FOR JUNE**

General Fund (Includes P. Bill)	20,664,912
Water and Sewer Fund	13,560,556
Electric Fund*	11,056,410
ARPA (20)	2,169,284
JB George Endowment (40)	137,572
Water Plant Expansion (43)	954,817
Booker Dairy Road Fund (44)	457,896
Capital Project Fund: Wtr/Sewer (45)	1,844,017
Capital Project Fund: General (46)	2,026,255
Capital Project Fund: Electric (47)	851,594
FEMA Acquisitions and Elevations (48)	550
Firemen Relief Fund (50)	101,545
Fire District Fund (51)	95,043
General Capital Reserve Fund (72)	6,580
Total	<u>\$ 53,927,031</u>

1st CITIZENS	35,932,822	1.75%
NCCMT	2,417,110	5.000%
KS BANK	5,429,657	3.00%
TRUIST	<u>10,147,442</u>	3.25%
	<u>\$ 53,927,031</u>	

\*Plug -

Account Balances Confirmed By Finance Director on

8/5/2024

# Department Reports





## **FINANCE DEPARTMENTAL REPORT FOR JUNE 2024**

### **ACCOMPLISHMENTS**

- Implemented monthly financial reporting for the appearance commission
- Set up general ledger account reconciliations

### **WORK IN PROGRESS**

- In process of updating the Customer Service Policy Manual
- In process of implementing a monthly closing schedule for all finance functions for timely reporting
- Delegating account reconciliations to finance and customer service staff
- In process of updating internal control policies and procedures in relation to finance and customer service
- Drafting the revised employee handbook for council approval in the near future
- Assisting with the implementation of new employee benefit management team
- In process of comprehensive inventory of fixed assets for all departments
- In process of updating all grant and capital project ordinances to comply with ordinance and resolution requirements
- In process of working with Town Clerk and Town Manager to properly account for capital reserve / capital project funds
- In process of working to implement online payments with PIO for various departments including planning and fire inspection fees
- Assisting with the transition of various tasks related to the exiting Human Resource Director, such as phone implementation, new benefits, town fiber, NEOGOV, and employee handbook
- In process of implementing a training plan for each employee in finance and customer service departments

### **GOALS**

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



# Planning Department Development Report

Tuesday, August 6, 2024

Project Name: **Buffalo Ridge Subdivision**

Request: 210-lot sf subdivision

Location

Tax ID#: PIN#:

Project Status

Notes:

### Conditional Zoning 2024-05

Submittal Date: 7/25/2024

Planning Board Review: 9/5/2024

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **606 S 3rd Street**

Request: Rezone from R-8 to O/I

Location

Tax ID#: PIN#:

Project Status

Notes:

### Map Amendment 2024-08

Submittal Date: 7/8/2024

Planning Board Review: 9/5/2024

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **Massey Street Subdivision**

Request: zoning for 3 lot subdivision

Location

Tax ID#: PIN#:

Project Status

Notes:

### Conditional Zoning 2024-04

Submittal Date: 7/5/2024

Planning Board Review: 8/1/2024

Board of Adjustment Review:

Town Council Hearing Date: 8/20/2024

Approval Date:

Project Name: **Neuse Charter Elementary School**

Request: Construct Elementary School

Location 907 M. Durwood St

Tax ID#: 14057005E PIN#: 260405-19-9924

Project Status **Second Review Complete**

Notes:

### Site Plan 24-09

Submittal Date: 5/21/2024

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 7/2/2024

Project Name: **Market Street Plaza**  
 Request: Retail Center  
 Location 1551 East Market Street  
 Tax ID#: 15K10023 PIN#:  
 Project Status  
 Notes: **Application requires conditional zoning or variance to move forward.**

<b>Site Plan 24-08</b>	
Submittal Date:	5/17/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Watershed overlay map amendment**  
 Request:  
 Location  
 Tax ID#: PIN#:  
 Project Status **Approved**  
 Notes:

<b>Map Amendment 2024-05</b>	
Submittal Date:	5/3/2024
Planning Board Review:	6/6/2024
Board of Adjustment Review:	
Town Council Hearing Date:	6/18/2024
Approval Date:	6/18/2024

Project Name: **Driveway Ordinance**  
 Request:  
 Location  
 Tax ID#: PIN#:  
 Project Status  
 Notes:

<b>Text Amendment 24-02</b>	
Submittal Date:	5/3/2024
Planning Board Review:	6/6/2024
Board of Adjustment Review:	
Town Council Hearing Date:	6/18/2024
Approval Date:	6/18/2024

Project Name: **Buffalo Ridge Subdivision**  
 Request:  
 Location  
 Tax ID#: 140001021 PIN#:  
 Project Status  
 Notes: **210 Lot SF Subdivision - application denied**

<b>Conditional Zoning 24-03</b>	
Submittal Date:	5/3/2024
Planning Board Review:	6/6/2024
Board of Adjustment Review:	
Town Council Hearing Date:	6/18/2024
Approval Date:	

Project Name: **CarMax**  
Request: Dealership and Auction  
Location  
Tax ID#: 15L10061 PIN#:   
Project Status **Approved**  
Notes:

<b>Site Plan 24-06</b>	
Submittal Date:	4/24/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Wellons Woods**  
Request: 44 lot single family subdivision  
Location  
Tax ID#: 15049017 15049014 PIN#:   
Project Status **Withfdrawn**  
Notes: **Tabled by applicant**

<b>Subdivision 24-03</b>	
Submittal Date:	4/23/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Local 70**  
Request: Mixed Use PUD with 627 dwelling units consisting of 324 multi  
Location  
Tax ID#: 14057011X, 14057011 PIN#:   
Project Status **Approved**  
Notes:

<b>Conditional Zoning 24-02</b>	
Submittal Date:	4/22/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	5/21/2024

Project Name: **Heritage Townes at Waddell**  
Request: 17-unit townhome development on 1.92 acres  
Location 19 Waddell Street  
Tax ID#: 15005022, 15005023 PIN#: 260413-03-1645 260  
Project Status  
Notes: **Incomplete application**

<b>Special Use 2024-02</b>	
Submittal Date:	4/9/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	



Project Name: **Johnston County**  
Request: rezone R20A to O/I  
Location  
Tax ID#: 15L11014A 15L11014E PIN#:   
Project Status **Approved**  
Notes:

<b>Map Amendment 2024-02</b>	
Submittal Date:	4/5/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	5/21/2024

Project Name: **Heavner Properties**  
Request: Rezone 9.61 acres from R-10/R-20A to R-8  
Location  
Tax ID#: 15K09010A,15K09010 PIN#:   
Project Status **Approved**  
Notes:

<b>Map Amendment 2024-04</b>	
Submittal Date:	4/5/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	5/21/2024

Project Name: **Hillcrest-Poplar-Riverdale**  
Request: 11 lot subdivision  
Location  
Tax ID#: 15083049B PIN#: 169406-48-0447  
Project Status **Approved**  
Notes:

<b>Subdivision 24-02</b>	
Submittal Date:	3/27/2024
Planning Board Review:	4/4/2024
Board of Adjustment Review:	
Town Council Hearing Date:	4/16/2024
Approval Date:	4/16/2024

Project Name: **Express Oil Change**  
Request: Site Plan Approval  
Location 1266 North Bright Leaf Boulevard  
Tax ID#: 14074013A PIN#: 260414-44-7577  
Project Status **In First Review**  
Notes:

<b>Site Plan 24-04</b>	
Submittal Date:	3/3/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **SST Annexation**  
 Request: Annexation of Samet Property  
 Location  
 Tax ID#: 15077033C PIN#:   
 Project Status **Approved**  
 Notes:

<b>Annexation 2024-01</b>	
Submittal Date:	3/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	5/21/2024

Project Name: **Hollys Open Air Market**  
 Request: 15' Variance for Gas Canopy  
 Location 716 South Brightleaf Boulevard  
 Tax ID#: 15041023 PIN#: 169306-48-0172  
 Project Status **Approved**  
 Notes: **April BOA Meeting**

<b>Variance 2024-03</b>	
Submittal Date:	3/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/25/2024

Project Name: **937 N BRIGHTLEAF**  
 Request: 8' SIDE YARD VARIANCE  
 Location 937 North Brightleaf Boulevard  
 Tax ID#: 15007001 PIN#: 260413-13-3627  
 Project Status **Approved**  
 Notes:

<b>Variance BA-24-01</b>	
Submittal Date:	2/20/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/25/2024

Project Name: **Airport Industrial Park Lot 13**  
 Request: Additional Building & Improvements with stormwater SCM  
 Location 55 Airport Industri Drive  
 Tax ID#: 15J08017P PIN#: 168500-40-5363  
 Project Status **In Second Review**  
 Notes:

<b>Site Plan 2024-03</b>	
Submittal Date:	2/7/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/6/2024

Project Name: **CarMax Conditional Rezoning**  
 Request: B-3 Conditonal Rezoning  
 Location 1331 Outlet Center Drive  
 Tax ID#: 15L10061 PIN#: 27577  
 Project Status **Approved**  
 Notes:

<b>Conditional Zoning 2024-01</b>	
Submittal Date:	2/2/2024
Planning Board Review:	3/7/2024
Board of Adjustment Review:	
Town Council Hearing Date:	3/19/2024
Approval Date:	3/19/2024

Project Name: **Bulldog Harley-Davison**  
 Request: Site and Store renovation  
 Location 1043 Outlet Center Drive  
 Tax ID#: 15074012R PIN#: 27577  
 Project Status **Approved**  
 Notes:

<b>Site Plan 2024-02</b>	
Submittal Date:	2/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/25/2024

Project Name: **Lynn's Automotive Repair**  
 Request: Site Improvements and Building reuse  
 Location 559 West Market Street  
 Tax ID#: 15080062D PIN#: 27577  
 Project Status **Approved**  
 Notes:

<b>Site Plan 2024-01</b>	
Submittal Date:	1/17/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/17/2024

Project Name: **Jubilee Creek Subdivision**  
 Request: 7-lot subdivision  
 Location  
 Tax ID#: PIN#: 167300-68-6746  
 Project Status **Approved**  
 Notes:

<b>Subdivision 2023-01</b>	
Submittal Date:	12/18/2023
Planning Board Review:	3/7/2024
Board of Adjustment Review:	
Town Council Hearing Date:	4/16/2024
Approval Date:	4/16/2024

Project Name: **Johnston County Neuse River Pump Station**

Request: new replacement pump station

Location

Tax ID#: 15J10015J PIN#: 168319-60-6281

Project Status In First Review

Notes:

<b>Site Plan 2023-13</b>
Submittal Date: 12/18/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/22/2024

Project Name: **SCC Real Estate**

Request: Contractor Building and Yard

Location

Tax ID#: 15079005G PIN#:

Project Status First Review Complete

Notes:

<b>Site Plan SP-23-11</b>
Submittal Date: 12/1/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Smithfield Venue - 230 N Equity Dr**

Request: Reuse of building as an event venue

Location 230 North Equity Drive

Tax ID#: 15008045C. PIN#: 260417-20-2951

Project Status Approved

Notes:

<b>Site Plan 2023-12</b>
Submittal Date: 11/15/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 2/1/2024

Project Name: **Watershed Ordinance Update**

Request:

Location

Tax ID#: PIN#:

Project Status Approved

Notes:

<b>Text Amendment 2023-09</b>
Submittal Date: 11/7/2023
Planning Board Review: 12/7/2023
Board of Adjustment Review:
Town Council Hearing Date: 1/9/2024
Approval Date: 1/23/2023



Project Name: **96 Gulf Stream Court Industrial**  
 Request: Site Plan review  
 Location 96 Gulfstream Court  
 Tax ID#: 15079005D PIN#: 168510-47-8027  
 Project Status **Approved**  
 Notes:

<b>Site Plan 2023-10</b>
Submittal Date: 10/25/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/8/2024

Project Name: **Rapid Response Electric**  
 Request: Site plan review for expansion  
 Location 228 Tyler Drive  
 Tax ID#: 15J11023N PIN#: 168206-38-3045  
 Project Status **Approved**  
 Notes:

<b>Site Plan 2023-09</b>
Submittal Date: 10/19/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/23/2024

Project Name: **JCC Greenhouses**  
 Request:  
 Location 1240 East Market Street  
 Tax ID#: 15L11005N PIN#: 169308-89-4088  
 Project Status **Approved**  
 Notes:

<b>Site Plan 2023-08</b>
Submittal Date: 10/5/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 10/6/2023

Project Name: **Johnson's Tire & Auto**  
 Request: Rezoning form R-20A to B-3  
 Location 267 NC Hwy 210  
 Tax ID#: 15076014 PIN#: 168400-93-3800  
 Project Status **Scheduled for Public Hearing**  
 Notes: **Rezones a .5 acre portion of 1.5 acre tract of land**

<b>Map Amendment 2023-02</b>
Submittal Date: 8/4/2023
Planning Board Review: 9/7/2023
Board of Adjustment Review:
Town Council Hearing Date: 10/2/2023
Approval Date: 10/2/2023

Project Name: **Outdoor vehicluar display**  
 Request: Lowers parking lot striping standards  
 Location  
 Tax ID#: PIN#:  
 Project Status  
 Notes: **Special considerations for automobile sales only.**

<b>Text Amendment 2023-10</b>	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/2/2023
Approval Date:	10/2/2023

Project Name: **Special event ordinance revisions**  
 Request: Reduces permit requirments for events held in town parks  
 Location  
 Tax ID#: PIN#:  
 Project Status  
 Notes:

<b>Text Amendment 2023-11</b>	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/2/2023
Approval Date:	10/2/2023

Project Name: **Slim Chickens**  
 Request: Free Standing Restaurant  
 Location 1311 North Brightleaf Boulevard  
 Tax ID#: 14074019A PIN#: 260411-55-9256  
 Project Status **Approved**  
 Notes: **Under Construction**

<b>Site Plan 2023-07</b>	
Submittal Date:	7/18/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/9/2023

Project Name: **Buffalo Road Subdivision**  
 Request: 222 unit subdivision  
 Location Buffalo Road  
 Tax ID#: 14A03005 PIN#: 260412-06-3802  
 Project Status **In Second Review**  
 Notes: **TC tabled to the March TC meeting**

<b>Conditional Zoning 2023-01</b>	
Submittal Date:	6/30/2023
Planning Board Review:	11/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	1/23/2024
Approval Date:	7/9/2024

Project Name: **Johnston County / Yelverton Grove Road Rezoning**

Request: Rezone 49.02 acers from R-20A to OI

Location Yelverton Grov

Tax ID#: 15L11012 PIN#: 260300-46-7578

Project Status **Approved**

Notes: **Planning Board Reccomends Approval**

**Map Amendment 2023-01**

Submittal Date: 6/2/2023

Planning Board Review: 7/13/2023

Board of Adjustment Review:

Town Council Hearing Date: 8/1/2023

Approval Date: 8/1/2023

Project Name: **Sidewalk Fee in lieu of**

Request: Amend Article 2 to create a sidewalk fee in lieu of option

Location

Tax ID#: PIN#:

Project Status **In First Review**

Notes: **Town Council tabled discussion to future workshop**

**Text Amendment 2023-07**

Submittal Date: 6/2/2023

Planning Board Review: 7/13/2023

Board of Adjustment Review:

Town Council Hearing Date: 8/1/2023

Approval Date:

Project Name: **Big Dan's Car Wash**

Request: Car wash tunnel

Location 100 Smithfield Cros

Tax ID#: 15008045Y PIN#: 260305-09-6780

Project Status **Approved**

Notes: **Old Checkers Site**

**Site Plan 2023-06**

Submittal Date: 6/1/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 9/15/2023

Project Name: **Cox Automotive Addition**

Request: Open canopy addition to building

Location

Tax ID#: PIN#:

Project Status

Notes:

**Site Plan 2023-05**

Submittal Date: 5/22/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 5/22/2023

Project Name: **General Design Standards**

Request: Article 2,10 and Appendix A

Location

Tax ID#: PIN#:

Project Status **In First Review**

Notes: **Town Council tabled discussion to future workshop**

**Text Amendment 2023-06**

Submittal Date: 5/1/2023

Planning Board Review: 5/4/2023

Board of Adjustment Review:

Town Council Hearing Date: 7/4/2023

Approval Date:

Project Name: **Airport Industrial Lot 4**

Request: 8000 sq ft Industrial Flex Space

Location 154 Airport Ind Drive

Tax ID#: 15J08017H PIN#: 68500-04-6994

Project Status **Approved**

Notes: **Under Construction**

**Site Plan 2023-04**

Submittal Date: 4/19/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 6/9/2023

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 **Approved**

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**

**Variance 2023-05**

Submittal Date: 4/7/2023

Planning Board Review:

Board of Adjustment Review: 4/27/2023

Town Council Hearing Date:

Approval Date: 4/27/2023

Project Name: **Eagle Nest**

Request: 7 Lot major subdivision

Location Galilee Road

Tax ID#: 15I09034M PIN#: 167300-68-6881

Project Status **Withdrawn**

Notes: **Manufactured homes on septic tanks with shared driveways - appears to have been withdrawn**

**Subdivision 2023-01**

Submittal Date: 3/21/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:



Project Name: **Home2Suites**  
 Request: 98 Room Hotel  
 Location 180 Towne Center Place  
 Tax ID#: 15L11001H PIN#: 260305-08-8796  
 Project Status **Approved**  
 Notes: **Construction Emminent**

<b>Site Plan 2023-03</b>	
Submittal Date:	3/17/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/22/2023

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

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

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

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

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

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

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

<b>Site Plan 2023-04</b>	
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: **Accessory Structures**  
 Request: Allows 2 accessory structures perresidential zoned lot  
 Location  
 Tax ID#: PIN#:   
 Project Status **Approved**  
 Notes: **PB reccomended approval**

<b>Text Amendment 2023-02</b>	
Submittal Date:	2/3/2023
Planning Board Review:	3/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	4/4/2023
Approval Date:	4/4/2023

Project Name: **Perfect Ride**  
 Request: Variance from Street Yard, Paking lot trees, Parking lot striping  
 Location 721 North Brightleaf Boulevard  
 Tax ID#: 15006006 PIN#: 169416-92-9618  
 Project Status  
 Notes: **Denied by TOSBOA**

<b>Variance 2023-03</b>	
Submittal Date:	2/3/2023
Planning Board Review:	
Board of Adjustment Review:	2/23/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Deacon Jones Automotive**  
 Request: Exemption from parking lot striping  
 Location 1109 North Brighleaf Boulevard  
 Tax ID#: 15004022 PIN#: 260413-24-1290  
 Project Status  
 Notes: **Denied by TOSBOA**

<b>Variance 2023-02</b>	
Submittal Date:	1/12/2023
Planning Board Review:	
Board of Adjustment Review:	2/23/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Deacon Jones Automotive**  
 Request: Exceed the maximum of four wall signs for a total of six  
 Location 1109 North Brightleaf Boulevard  
 Tax ID#: 15004022 PIN#: 260413-24-1290  
 Project Status **Approved**  
 Notes: **Approved by TOSBOA**

<b>Variance 2023-01</b>	
Submittal Date:	1/6/2023
Planning Board Review:	
Board of Adjustment Review:	1/26/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Building Height Ordinance**  
 Request: Increases max building Height to 80' in the HI zoning district  
 Location  
 Tax ID#: PIN#:   
 Project Status **Approved**  
 Notes: **PB recommended approval**

<b>Text Amendment 2023-01</b>	
Submittal Date:	
Planning Board Review:	2/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	3/7/2023
Approval Date:	3/7/2023

Project Name: **Hartley Drive Townhomes**  
 Request: SUP for 94 lot townhome development  
 Location  
 Tax ID#: PIN#:   
 Project Status  
 Notes:

<b>Special Use 2024-01</b>	
Submittal Date:	
Planning Board Review:	8/1/2024
Board of Adjustment Review:	
Town Council Hearing Date:	8/20/2024
Approval Date:	

Project Name: **Remove MF from B-3 District**  
 Request:  
 Location  
 Tax ID#: PIN#:   
 Project Status  
 Notes:

<b>Text Amendment 2024-02</b>	
Submittal Date:	
Planning Board Review:	7/11/2024
Board of Adjustment Review:	
Town Council Hearing Date:	7/16/2024
Approval Date:	

Project Name: **Country Club Road Townhomes**  
Request: SUP for 60 lot townhome development  
Location  
Tax ID#: 15J11023 PIN#:   
Project Status  
Notes:

<b>Special Use 2024-03</b>	
Submittal Date:	
Planning Board Review:	9/5/2024
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **400 Brightleaf Blvd Dupree**  
Request: Rezone 400 Brightleaf and adjacent residential parcels, 1.21 ac  
Location  
Tax ID#: 15015033, 15016033, PIN#:   
Project Status  
Notes:

<b>Map Amendment 2024-06</b>	
Submittal Date:	
Planning Board Review:	7/11/2024
Board of Adjustment Review:	
Town Council Hearing Date:	7/16/2024
Approval Date:	





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

**Permits Issued for June 2024**

		Permit Fees	Permits Issued
Zoning	Land Use	\$600.00	10
Subdivisions	Major Subdivision	\$525.00	4
Site Plan	Minor Site Plan	\$400.00	14
Zoning	Sign	\$250.00	7
Report Period Total:		\$1,775.00	35
Fiscal YTD Total:		\$10,450.00	175

Permit#	Permit Type	Sub Type	Address	File Open Date	Fees
SP24-000087	Site Plan	Minor Site Plan	111 East Sanders Street	06/03/2024	25
Z24-000066	Zoning	Land Use	36 East Edgerton Street Unit 2A	06/03/2024	100
Z24-000067	Zoning	Sign	716 South Brightleaf Boulevard	06/03/2024	50
Z24-000068	Zoning	Land Use	1233 North Brightleaf Boulevard	06/03/2024	100
SP24-000088	Site Plan	Minor Site Plan	201 Canterbury Road	06/04/2024	25
SP24-000089	Site Plan	Minor Site Plan	210 East Holt Street	06/04/2024	25
SP24-000090	Site Plan	Minor Site Plan	8 Nottingham Place	06/04/2024	25
Z24-000069	Zoning	Land Use	1025 Outlet Center Drive Ste 1237	06/04/2024	100
Z24-000070	Zoning	Sign	1547 East Market Street	06/04/2024	50
Z24-000071	Zoning	Land Use	270 North Equity Drive	06/04/2024	0
SP24-000091	Site Plan	Major Site Plan	200-220 Paramount Drive	06/05/2024	150
SP24-000092	Site Plan	Major Site Plan	228-248 Paramount Drive	06/05/2024	150
SP24-000093	Site Plan	Major Site Plan	219-239 Paramount Drive	06/05/2024	150
SP24-000094	Site Plan	Minor Site Plan	167 South Copper Fox Lane	06/05/2024	100
Z24-000072	Zoning	Land Use	245 Little Creek Church Road	06/05/2024	0
Z24-000073	Zoning	Sign	160 Smithfield Crossing Drive	06/06/2024	50
Z24-000074	Zoning	Land Use	100 Computer Drive	06/06/2024	100
SP24-000095	Site Plan	Minor Site Plan	29 West Waddell Drive	06/07/2024	25
SP24-000096	Site Plan	Minor Site Plan	1976 Brogden Road	06/10/2024	0
SP24-000097	Site Plan	Minor Site Plan	121 Hopewell Branch Court	06/11/2024	25
SP24-000098	Site Plan	Minor Site Plan	8 Franklin Drive	06/11/2024	25
Z24-000076	Zoning	Sign	608 Buffalo Road	06/11/2024	50
Z24-000077	Zoning	Land Use	201 South Fifth Street	06/11/2024	0
Z24-000078	Zoning	Land Use	210 Peedin Road	06/12/2024	0
Z24-000080	Zoning	Sign	210 Peedin Road	06/12/2024	0
SP24-000099	Site Plan	Minor Site Plan	6408 Black Creek Road	06/14/2024	25
SP24-000100	Site Plan	Major Site Plan	233-241 Cowlily Court	06/14/2024	75
Z24-000081	Zoning	Land Use	903 South Brightleaf Boulevard	06/14/2024	100
SP24-000101	Site Plan	Minor Site Plan	180 Hill Road	06/18/2024	25
Z24-000082	Zoning	Sign	320 Stancil Street	06/18/2024	50
SP24-000102	Site Plan	Minor Site Plan	20 Nottingham Place	06/25/2024	25
SP24-000103	Site Plan	Minor Site Plan	114 Old Farm Road	06/25/2024	25
SP24-000104	Site Plan	Minor Site Plan	605 Riverbirch Circle	06/25/2024	25
Z24-000083	Zoning	Sign	201 West Sanders Street	06/25/2024	0
Z24-000085	Zoning	Land Use	530 North Street	06/28/2024	100



# SMITHFIELD POLICE DEPARTMENT

110 S. Fifth Street • Smithfield, NC 27577  
Phone: (919) 934-2121 • Fax: (919) 934-0223

## MONTHLY STATISTICS

*MONTH ENDING JUNE 30, 2024*

	<i>MONTHLY TOTAL</i>	<i>YEAR TO DATE TOTAL</i>
CALLS FOR SERVICE	<b>1672</b>	<b>9981</b>
INCIDENT REPORTS TAKEN	<b>126</b>	<b>679</b>
BURGLARY	<b>3</b>	<b>18</b>
CASES CLOSED	<b>101</b>	<b>543</b>
ACCIDENT REPORTS	<b>64</b>	<b>488</b>
ARREST REPORTS TAKEN	<b>70</b>	<b>451</b>
DRUGS	<b>19</b>	<b>119</b>
DWI	<b>5</b>	<b>30</b>
CITATIONS ISSUED	<b>166</b>	<b>1071</b>
PARKING/PAID	<b>126/31</b>	<b>507/123</b>
SPEEDING	<b>14</b>	<b>43</b>
NOL/DWLR	<b>65</b>	<b>377</b>
FICT/CNCL/REV REG CARD/TAG	<b>6</b>	<b>145</b>

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

### REPORTED UCR OFFENSES FOR THE MONTH OF JUNE 2024

PART I CRIMES	June	June	+/-	Percent	Year-To-Date		+/-	Percent
	2023	2024		Changed	2023	2024		Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	1	0	-1	-100%	2	1	-1	-50%
ROBBERY	1	1	0	0%	3	4	1	33%
Commercial	0	0	0	N.C.	1	1	0	0%
Individual	1	1	0	0%	2	3	1	50%
ASSAULT	1	5	4	400%	25	28	3	12%
* VIOLENT *	3	6	3	100%	31	34	3	10%
BURGLARY	3	3	0	0%	25	24	-1	-4%
Residential	2	2	0	0%	12	16	4	33%
Non-Resident.	1	1	0	0%	13	8	-5	-38%
LARCENY	36	36	0	0%	189	152	-37	-20%
AUTO THEFT	1	2	1	100%	10	12	2	20%
ARSON	0	0	0	N.C.	1	1	0	0%
* PROPERTY *	40	41	1	3%	225	189	-36	-16%
PART I TOTAL:	43	47	4	9%	256	223	-33	-13%
PART II CRIMES								
Drug	13	22	9	69%	90	123	33	37%
Assault Simple	10	15	5	50%	52	56	4	8%
Forgery/Counterfeit	1	3	2	200%	7	8	1	14%
Fraud	6	5	-1	-17%	55	33	-22	-40%
Embezzlement	1	3	2	200%	3	6	3	100%
Stolen Property	1	1	0	0%	3	5	2	67%
Vandalism	2	4	2	100%	23	33	10	43%
Weapons	1	3	2	200%	2	7	5	250%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	1	2	1	100%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	2	1	100%	1	3	2	200%
D. W. I.	4	4	0	0%	23	31	8	35%
Liquor Law Violation	0	0	0	N.C.	1	3	2	200%
Disorderly Conduct	1	0	-1	-100%	6	1	-5	-83%
Obscenity	0	1	1	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	1	0	-1	-100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	19	12	-7	-37%	154	115	-39	-25%
PART II TOTAL:	60	75	15	25%	422	427	5	1%
GRAND TOTAL:	103	122	19	18%	678	650	-28	-4%

N.C. = Not Calculable



**Town of Smithfield**  
**Fire Department**  
**June 2024**

**I. Statistical Section**

**June**

<b>Confirmed Structure Fires</b>	<b>8</b>
<b>EMS Responses</b>	<b>161</b>
<b>Misc./Other Calls</b>	<b>46</b>
<b>Mutual Aid Calls</b>	<b>9</b>
<b>TOTAL EMERGENCY RESPONSES</b>	<b>272</b>

	<b>June</b>	<b>YTD</b>
Fire Inspections	73	462
Public Fire Education Programs	3	10
# Of Children Educated	120	506
# Of Adults Educated	90	285
Plans Review Construction/Renovation Projects	29	131
Fire Department Permits reviewed / Issued	43	203
Business Preplans	0	0
<b>Fire Related Injuries &amp; Deaths</b>	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

**II. Major Revenues**

	<b>June</b>	<b>YTD</b>
<b>Inspections</b>	<b>\$750.00</b>	\$5,350.00
<b>Fire Recovery USA</b>	<b>\$3,602.53</b>	\$9,657.99

**III. Personnel Update:**

Continuous Part-time positions available, 14 p/t positions currently filled including the p/t fire inspector.

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

- Squad was in-service 7 of 20 days
- Total Training Hours for June = 369 hours
- Website Updating (Continuing)
- Command Staff Meeting



- Smoke Alarm Saturday
- ESO Training
- Meeting with 201 Kellie Drive Fire Alarm
- Shopping Center Inspections/hotel re-inspections
- June 1 – Smoke Alarm Canvas
- June 4 – Station Tour – First Baptist Church
- June 4 – Public Education – Innovation Academy
- June 7 – Firetruck/Flag Display – SSS (Graduation)
- June 8 – FF Retiree Breakfast – Station 1
- June 8 – Community Picnic – First Christian Church
- June 18 – Lithium-Ion Battery Emergencies course – Station 1
- June 30 – Fireworks – Downtown Smithfield

## **V. Upcoming Plans**

- ESO On-site training
- Capital Projects Framework
- CFI Training (B Holloman)
- Fireworks inspections
- Plan for Amazon Evacuation Drill/Emergency Training
- ESO Preparation/Occupancy Data Migration



# Reporting

06/01/2024 - 06/30/2024

Last Month

Work Orders

Asset Health

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Assigned To

Due Date

Category

+ Add Filter

My Filters

## Work Orders

Created vs. Completed >

+ Add to Dashboard

154

Created

149

Completed

96.8%

Percent Completed



Work Orders by Type ⓘ >

+

5

Preventive

149

Reactive

0

Other

3.2%

Total Preventive Ratio

296

Support

Lawrence Davis >

Settings

**Town of Smithfield  
Public Works Department  
June 30, 2024**



<u>154</u>	Total Work Orders completed by the Public Works Department
<u>5</u>	Burials, at \$725.00 each = <u>\$6,625.00</u>
<u>0</u>	Cremation Burial, \$425.00 each = <u>\$0</u>
<u>\$3,000.00</u>	Sunset Cemetery Lot Sales
<u>\$0</u>	Riverside Extension Cemetery Lot Sales
<u>429.26</u>	tons of household waste collected
<u>126.00</u>	tons of yard waste collected
<u>3.08</u>	tons of recycling collected
<u>0</u>	gallons of used motor oil were recycled
<u>0</u>	scrap tires were recycled

**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**June 30, 2024**



**I. Statistical Section**

- 5 Burials
- 0 Works Orders – Buildings & Facilities Division
- 54 Work Orders – Grounds Division
- Work Orders – Sign Division

**II. Major Revenues**

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

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

None

**IV. Personnel Update:**

None

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

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Dehydration "presented by Superintendent Mike Sliger.





# Smithfield Appearance Commission

## Smithfield Appearance Commission

### Agenda

Tuesday, June 18, 2024

5:00 PM

Opening

Call to Order

Business:

Approval of Meeting Minutes

Financial Report

Agenda Items

Updates

- Ham and Yam
- DSDC
- Bartlett Tree Inventory Project
- Cemetery plantings

Action Items

- DSDC Mural Design ideas
- Plans for remaining funds

Closing

Adjourn

**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
June 30, 2024**



**I. Statistical Section**

- 1 Preventive Maintenances
- 0 North Carolina Inspections
- 3 Work Orders

**II. Major Revenues**

None for the month

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

Paid \$10,200.00 to Griffin Garage Doors for (3) 12'2x12"garage doors for the shop

**IV. Personnel Update:**

None for the month

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

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Dehydration" presented Michael Slier.

# Work Orders List for 06/01/2024 - 06/30/2024



WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#3255	White leaf box oil change Type: Reactive Fleet Division Andrew Strickland	Public Works Facility White leaf box Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/04/2024	Total Time Costs Total Time 1h 30m 0s Total Costs \$33.50	
#3256	White leaf box battery problems Type: Reactive Fleet Division Andrew Strickland	Public Works Facility White leaf box Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/04/2024	Total Time Costs Total Time 2h 0m 0s Total Costs \$44.66	
#3319	Service yellow leaf box Type: Reactive Fleet Division Andrew Strickland	Drainage Division Yellow leaf box Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/17/2024	Total Time Costs Total Time 5h 0m 0s Total Costs \$111.65	

**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**June 30, 2024**



**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. 11 Work Orders - 2100 Linear Feet of ditches were cleaned
- e. 9 Work Orders – 355lbs. of Cold Patch was used for 12 Potholes.

**II. Major Revenues**

None for the month

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

Powell Bill Paid \$16,112.60 to Garris Grading & Paving patch and resurfacing of Brookwood drive repair

**IV. Personnel Update:**

No one for the month of June.

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

The Public Works Department safety meeting on "Dehydration" presented by Michael Sliger.





# Work Orders List for 06/01/2024 - 06/30/2024

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#3245	<b>Cut rightaway</b> Type: Reactive <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 06/03/2024	Total Time Costs Total Time 1h 1m 22s <b>Total Costs \$21.13</b>	
#3246	<b>Cut rightaway</b> Type: Reactive <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 06/03/2024	Total Time Costs Total Time 33m 12s <b>Total Costs \$11.43</b>	
#3242	<b>Cut rightaway</b> Type: Reactive <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 06/03/2024	Total Time Costs Total Time 1h 30m 50s <b>Total Costs \$31.28</b>	
#3253	<b>Cut grass</b> Type: Reactive <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 06/04/2024	Total Time Costs Total Time 2h 37m 3s <b>Total Costs \$54.08</b>	
#3258	<b>Fill pothole</b> Type: Reactive <a href="#">Drainage Potholes and</a>	Drainage Division	✓ Done Completed by Ethan Bryant on 06/05/2024	Total Time Costs Total Time 10m 32s <b>Total Costs \$3.63</b>	

street repairs

Ethan Bryant

#3259

Fill pothole

Type: Reactive

Drainage Potholes and street repairs

Ethan Bryant

Drainage Division

✓ Done  
Completed by Ethan Bryant on 06/05/2024

Total Time Costs  
Total Time \$2.15  
6m 15s

Total Costs \$2.15

#3260

Fill potholes

Type: Reactive

Drainage Potholes and street repairs

Ethan Bryant

Drainage Division

✓ Done  
Completed by Ethan Bryant on 06/05/2024

Total Time Costs  
Total Time \$5.78  
16m 48s

Total Costs \$5.78

#3261

Fill pothole

Type: Reactive

Drainage Potholes and street repairs

Ethan Bryant

Drainage Division

✓ Done  
Completed by Ethan Bryant on 06/05/2024

Total Time Costs  
Total Time \$2.15  
6m 15s

Total Costs \$2.15

#3262

Fill pothole

Type: Reactive

Drainage Division

✓ Done  
Completed by Ethan Bryant on 06/05/2024

Total Time Costs  
Total Time \$1.77  
5m 9s

Total Costs \$1.77

Drainage  
Potholes  
and  
street  
repairs

Ethan Bryant

#3263

Fill pothole

Type: Reactive

Drainage  
Potholes  
and  
street  
repairs

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/05/2024

Total Time Costs

\$7.17

Total Time

20m 50s

Total Costs

\$7.17

#3268

Fill pothole

Type: Reactive

Drainage  
Potholes  
and  
street  
repairs

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/05/2024

Total Time Costs

\$9.96

Total Time

28m 56s

Total Costs

\$9.96

#3269

Stopsign leaning

Type: Reactive

Signage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/05/2024

Total Time Costs

\$3.83

Total Time

11m 7s

Total Costs

\$3.83

#3271

Fill potholes

Type: Reactive

Drainage  
Potholes

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/05/2024

Total Time Costs

\$7.80

Total Time

22m 39s

Total Costs

\$7.80

and street repairs

Ethan Bryant

#3272 Faded STOP sign  
Type: Reactive

High

Signage

Ethan Bryant

Drainage Division  
Street Division

06/06/2024

✓ Done  
Completed by Ethan Bryant on 06/06/2024

Total Time Costs  
Total Time

\$9.18  
26m 40s

\$9.18

#3275 Deliver cones  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 06/07/2024

Total Time Costs  
Total Time

\$9.72  
28m 13s

\$9.72

#3277 Cut ditch  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 06/07/2024

Total Time Costs  
Total Time

\$10.74  
31m 12s

\$10.74

#3278 Cut blind corner  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 06/07/2024

Total Time Costs  
Total Time

\$7.37  
21m 24s

\$7.37

#3279 Cut rightaway  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 06/07/2024

Total Time Costs  
Total Time

\$32.02  
1h 32m 59s

\$32.02



PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

Ethan Bryant

#3285  
**Cut rightaways**  
 Type: Reactive  
Medium  
Drainage  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 06/10/2024

Total Time Costs  
 Total Time  
**Total Costs**

\$24.60  
 1h 11m 27s  
**\$24.60**

#3286  
**Cut around pond**  
 Type: Reactive  
Medium  
Drainage  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 06/10/2024

Total Time Costs  
 Total Time  
**Total Costs**

\$71.29  
 3h 27m 2s  
**\$71.29**

307

#3292  
**Cut grass**  
 Type: Reactive  
Drainage  
FEMA  
Lots  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 06/11/2024

Total Time Costs  
 Total Time  
**Total Costs**

\$74.33  
 3h 35m 52s  
**\$74.33**

#3296  
**Johnston Street  
 parking places  
 between the Ministry  
 Center and the  
 playground**  
 Type: Reactive  
Medium  
Streets  
Division  
 Ethan Bryant

06/12/2024  
 ✓ Done  
 Completed by Ethan Bryant  
 on 06/12/2024

Total Time Costs  
 Total Time  
**Total Costs**

\$27.67  
 1h 20m 22s  
**\$27.67**

PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

Ethan Bryant

#3303  
Pull up bushes  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done  
Completed by Ethan Bryant  
on 06/13/2024

Total Time Costs  
Total Time

\$22.08  
1h 4m 7s

**\$22.08**

#3318  
Pick up cones  
Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done  
Completed by Ethan Bryant  
on 06/17/2024

Total Time Costs  
Total Time

\$17.81  
51m 44s

**\$17.81**

#3312  
Change stop sign at  
second and Davis

Type: Reactive

Streets  
Division

Ethan Bryant

Drainage Division

06/17/2024  
✓ Done  
Completed by Ethan Bryant  
on 06/17/2024

Total Time Costs  
Total Time

\$10.75  
31m 14s

**\$10.75**

#3304  
200 Block of  
Meadowbrook Drive

Type: Reactive

High

Drainage

Ethan Bryant

Drainage Division  
Drainage Division

06/17/2024  
✓ Done  
Completed by Ethan Bryant  
on 06/18/2024

Total Time Costs  
Total Time

\$46.30  
2h 14m 27s

**\$46.30**

#3328  
Cut grass  
Type: Reactive

Low

Drainage Division

✓ Done  
Completed by Ethan Bryant  
on 06/18/2024

Total Time Costs  
Total Time

\$46.30  
2h 14m 27s

**\$46.30**

[Drainage](#)

Ethan Bryant

Drainage Division

#3329

**Fill sink hole**

Type: Reactive

[Drainage](#)

Ethan Bryant

Total Time Costs

Total Time

\$49.90

2h 24m 55s

\$49.90

Drainage Division

#3334

**Change stopsigns**

Type: Reactive

[Signage](#)

Ethan Bryant

Total Time Costs

Total Time

\$12.94

37m 35s

\$12.94

Drainage Division

#3336

**Fill pothole**

Type: Reactive

[Drainage Potholes and street repairs](#)

Ethan Bryant

Total Time Costs

Total Time

\$8.89

25m 49s

\$8.89

Drainage Division

#3344

**Cut rightaway**

Type: Reactive

[Drainage](#)

Ethan Bryant

Total Time Costs

Total Time

\$6.19

17m 59s

\$6.19

Drainage Division

#3345

**Cut ditch**

Type: Reactive

[Drainage](#)

Ethan Bryant

Total Time Costs

Total Time

\$26.57

1h 17m 9s

\$26.57



Ethan Bryant

#3346  
Limbs blocking view  
of stop sign

Type: Reactive

[Signage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/20/2024

Total Time Costs

Total Time

\$5.64

16m 22s

**\$5.64**

#3348

Cut ditch

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/20/2024

Total Time Costs

Total Time

\$7.70

22m 22s

**\$7.70**

#3347

Cut ditch

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/20/2024

Total Time Costs

Total Time

\$16.31

47m 22s

**\$16.31**

#3351

Cut lot across from  
Smith Collins park

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/21/2024

Total Time Costs

Total Time

\$56.48

2h 44m 1s

**\$56.48**

#3363

Blind corner

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant  
on 06/25/2024

Total Time Costs

Total Time

\$15.62

45m 21s

**\$15.62**



#3364  
**Limbs blocking view of stop sign**  
 Type: Reactive  
Signage  
 Ethan Bryant

Drainage Division

✓ Done  
 Completed by Ethan Bryant on 06/25/2024

Total Time Costs  
 Total Time 1h 11m 7s  
**Total Costs \$24.49**

#3366  
**Fill pothole**  
 Type: Reactive  
Drainage Potholes and street repairs  
 Ethan Bryant

Drainage Division

✓ Done  
 Completed by Ethan Bryant on 06/25/2024

Total Time Costs  
 Total Time 34m 35s  
**Total Costs \$11.91**

Ω #3367  
 ↘ **W Carolina Avenue - street sign**  
 Type: Reactive  
High  
Signage  
 Ethan Bryant

Drainage Division  
 Street Division

06/25/2024  
 ✓ Done  
 Completed by Ethan Bryant on 06/25/2024

Total Time Costs  
 Total Time 20m 3s  
**Total Costs \$6.90**

#3371  
**Cut grass**  
 Type: Reactive  
Drainage  
 Ethan Bryant

Drainage Division

✓ Done  
 Completed by Ethan Bryant on 06/26/2024

Total Time Costs  
 Total Time 3h 13m 35s  
**Total Costs \$66.66**

#3380  
**Cut grass**  
 Type: Reactive  
Drainage

Drainage Division

✓ Done  
 Completed by Ethan Bryant on 06/27/2024

Total Time Costs  
 Total Time 1h 28m 24s  
**Total Costs \$30.44**

Ethan Bryant

#3389  
Deliver cones and rollouts

Type: Reactive

Drainage

Ethan Bryant

Drainage Division



Completed by Ethan Bryant on 06/28/2024

Total Time Costs

Total Time

\$40.72

1h 58m 16s

Total Costs

\$40.72

#3382  
Sidewalk on Rose Street

Type: Reactive

High

Streets Division

Ethan Bryant

Drainage Division  
Street Division

06/27/2024



Completed by Ethan Bryant on 06/28/2024

Total Time Costs

Total Time

\$61.54

2h 58m 43s

Total Costs

\$61.54

Signed off by

Date

**Town of Smithfield**  
**Public Works Sanitation Division**  
**Monthly Report**  
**June 30, 2024**



**I. Statistical Section**

The Division collected from approximately 4,252 homes, 4 times during the month

- a. Sanitation forces completed 43 work orders
- b. Sanitation forces collected tons 429.93 of household waste
- c. Sanitation forces disposed of loads 63 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.08 tons of recyclable plastic
- h. Recycled 1,760 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 2,600 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

**II. Major Revenues**

- a. Received \$0.00 from Sonoco Products for cardboard material
- b. Sold 620 lbs. of aluminum cans for \$347.20
- c. Sold 5,300 lbs. of shredder steel for \$ 341.85 to Foss

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

Spain Farms Nursery was paid \$2,394.00 for disposal of yard waste and debris. Carolina Environmental Systems was paid \$3,758.96 for single vane pump. Evans Tire and Auto was paid \$6,589.65 for new tires on Truck #305

**IV. Personnel Update: There has been no new hires.**

The Sanitation department added part time worker Khalil Spellman

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

Public Works Safety Training was on "Hydration" With Jamie Pearce. Public works Helped with delivering and picking up traffic control devices for Down Town Development.

Community Service Workers worked 0 Hrs.



**Town of Smithfield  
Public Works Storm Water Division  
Monthly Report  
June 30, 2024**



**I. Statistical Section**

2 outsourced jobs

**II. Major Revenues**

None

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

Paid \$3,850.00 to Adam Stuckey repair of storm drain 415 Oak Street

Paid \$6,850.00 to Adam Stuckey repair of storm drain West Wilson St.

**IV. Personnel Update:**

None

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

The Public Works Department safety meeting was for "Dehydration." led by Micheal Sliger.





## MONTHLY REPORT FOR JUNE, 2024

<b>PROGRAMS STATISTICS</b>	<b>June, 2024</b>		<b>June, 2023</b>	
NUMBER OF PROGRAMS	11		10	
TOTAL ATHLETICS PARTICIPANTS	358		741	
TOTAL NON/ATHLETIC PARTICIPANTS	765		71	
NUMBER OF GAMES PLAYED	261		90	
TOTAL NUMBER OF PLAYERS (GAMES)	3154		2180	
NUMBER OF PRACTICES	49		26	
TOTAL NUMBER OF PLAYER(S) PRACTICES	911		356	
SARAH YARD COMMUNITY CENTER	152		131	
	<b>June, 2024</b>	<b>23/24 FY YTD</b>	<b>June, 2023</b>	<b>22/23 FY YTD</b>
PARKS RENTALS	28	701	32	751
USERS (PARKS RENTALS)	9286	32474	9145	31656
<b>TOTAL UNIQUE CONTACTS</b>	<b>14,474</b>	<b>105,210</b>	<b>12,493</b>	
	<b>June, 2024</b>	<b>23/24 FY YTD</b>	<b>June, 2023</b>	<b>22/23 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
PARKS AND RECREATION REVENUES	\$ 4,496.00	\$ 91,949.00	\$ 8,070.00	\$ 98,934.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 95,504.00	\$ 926,312.00	\$ 100,906.00	\$ 879,885.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ 16,748.00	\$ 210,183.00	-	\$ 195,399.00
SYCC EXPENDITURES (OPERATIONS)	\$ 2,678.00	\$ 36,054.00	\$ 3,676.00	\$ 31,401.00
SYCC EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ -	\$ 7,475.00	-	\$ 21,500.00

**HIGHLIGHTS**

HOSTED THE SJBA INVITATIONAL BASEBALL TOURNAMENT (47 TEAMS)  
 RIVER JAM CONCERT SERIES ( THE SWITCH and CHAIRMEN OF THE BOARD)  
 HOSTED USSSA GIRLS SOFTBALL TOURNAMENT



## SRAC MONTHLY REPORT FOR JUNE, 2024

<b>PROGRAMS SATISTICS</b>	<b>June, 2024</b>		<b>June, 2023</b>	
NUMBER OF PROGRAMS	22		23	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	6566		6050	
	<b>June, 2024</b>	<b>23/24 FY YTD</b>	<b>June, 2023</b>	<b>22/23 FY YTD</b>
SRAC MEMBER VISITS	4366	47772	3947	41627
DAY PASSES	4253	21437	2872	17639
RENTALS (SRAC)	52	311	47	305
USERS (SRAC RENTALS)	2497	27082	3155	30442
<b>TOTAL UNIQUE CONTACTS</b>	<b>17,682</b>		<b>16,024</b>	
	<b>June, 2024</b>	<b>22/23 FY YTD</b>	<b>June, 2023</b>	<b>22/23 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
SRAC REVENUES	\$ 92,593.00	\$ 817,243.00	\$ 88,538.00	\$ 774,359.00
SRAC EXPENDITURES (OPERATIONS)	\$ 86,225.00	\$ 103,933.00	\$ 135,849.00	\$ 1,055,839.00
SRAC EXPENDITURES (CAPITAL)	\$ -	\$ 101,358.00	\$ -	\$ 165,915.00
SRAC MEMBERSHIPS	3976		3392	
<b>HIGHLIGHTS</b>	HOSTED THE 3 LITTLE PIGS TRIATHLON TIGER SHARKS SWIM LESSONS TIGER SHARKS SWIM TEA SUMMER DAY CAMPS			



**Utilities Department  
Monthly Report  
June 2024**

- **Statistical Section**

- Electric CP Demand 32,060 Kw relative to May's demand of 26,639 Kw.
- Electric System Reliability was 99.9756%, with one (1) recorded main line outage; relative to May's 99.9848%.
- Raw water treated on a daily average was 5.080 MG relative to 5.078 MG for May; with maximum demand of 6.524 MG relative to May's 6.079 MG.
- Total finished water to the system was 121.254 MG relative to May's 125.360 MG. Average daily for the month was 4.042 MG relative to May's 4.044 MG. Daily maximum was 4.952 MG (June 26<sup>th</sup>) relative to May's 4.589 MG. Daily minimum was 2.942 MG (June 8<sup>th</sup>), relative to May's 3.538 MG.

- **Miscellaneous Revenues**

- Water sales were \$277,366 relative to May's \$273,297
- Sewer sales were \$438,018 relative to May's \$451,346
- Electrical sales were \$1,386,365 relative to May's sales of \$1,229,057
- Johnston County Water purchases were \$261,876 for 103.101 MG relative to May's \$285,666 for 112.467 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,295,725 relative to May's \$1,127,030
- Johnston County sewer charge was \$164,274 for 38.927 MG relative to May's \$234,199 for 55.497 MG.

- **Personnel Changes**

Kenneth Willoughby was hired as Electric Line Technician on June 25, 2024

Brian Brown resigned as Meter Technician on June 28, 2024

James Tyndall resigned as Meter Reader on June 28, 2024

James Tyndall was hired as Meter Technician on June 28, 2024



**Town of Smithfield  
Electric Department  
Monthly Report  
June, 2024**

**I. Statistical Section**

- Street Lights repaired –13
- Area Lights repaired-1
- Service calls – 32
- Underground Electric Locates -361
- Poles changed out/removed or installed -11
- Underground Services Installed -8

**II. Major Revenues**

- N/A

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

- N/A

**IV. Personnel Update:**

- The Electrical Dept. had two guys to leave, but we have also hired two guys to replace them. The first two guys left for a little better than \$10.00 per hour and other incentives.

**V. Miscellaneous Activities:**

- The Electrical Dept. has only house services & street lights to install at East River Phases 3,4 & 5 as houses are completed.
- The Electrical Dept. is working on replacing old poles and upgrading lines in the East Market St. area.
- The Electrical Dept helped the Street Dept. hang flags.





## WATER & SEWER June 2024 Monthly Report

● DISCONNECT WATER	3
● QUOTE	11
● RECONNECT WATER	1
● TEST METER	3
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	8
● NEW/RENEW SERVICE INSTALLS	7
● LEAK DETECTION	18
● METER CHECKS	14
● METER REPAIRS	9
● WATER MAIN/SERVICE REPAIRS	7
● STREET CUTS	9
● REPLACE EXISTING METERS	1
● INSTALL NEW METERS	5
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS/SINK HOLES	2
● CLEANOUTS INSTALLED	9
● INSPECTIONS	15
● CAMERA SEWER	2
● SEWER MAIN CLEANED	10044 LF
● SERVICE LATERALS CLEANED	1185 LF

- SERVICE CALLS 99
- LOCATES 274
- 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 June

1. Generator install finished at PS#9.
2. Had Stuckey's to make some water and sewer repairs that we were not able to.
3. Corbett finished up alleys
4. Replaced 4 rear tires on the Vac Truck.

## Personnel Updates

### Upcoming projects for the month of July.

1. Work on Home 2 Suites continues.
2. Work on Floyd Landing.  
Phase 1 at Floyd Landing was finished and walked for final on 6/5.
3. Pump Station was started on 6/19.
4. DOT started the I95 water line install for Mallard Rd., and the water line to be moved under I95.



## MONTHLY WATER LOSS REPORT

June 2024

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

**(4) ¾" Line, 1/8 Hole, 1 day**

**2" Line, Full Shear, 4 days**

**(2) 2" Line, Full Shear, 4 hrs.**

**6" Line, Full Shear, 1 day**



**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	06/25/24	3	15	7965	10	North Street	06/26/24	2	15	17820	40
Computer Drive	06/25/24	3	15	31860	10	West Street	06/26/24	2.2	15	78030	50
Castle Drive	06/25/24	3	15	7965	10	Regency Drive	06/26/24	2.8	15	63720	60
Parkway Drive	06/25/24	3	15	63720	40	Randers Court	06/26/24	2.2	15	15930	40
Garner Drive	06/25/24	3	15	63723	40	Noble Street	06/26/24	2.2	15	15930	40
Hwy 210 LIFT ST.	06/25/24	3	15	15930	40	Fieldale Dr#1(L)	06/26/24	2.2	15	63720	40
Skyland Drive	06/25/24	3	15	7965	10	Fieldale Dr#2(R)	06/26/24	2	15	63720	40
Bradford Street	06/25/24	3	15	15930	10	Heather Court	06/26/24	2.2	15	15930	40
Kellie Drive	06/25/24	3	15	7965	10	Reeding Place	06/26/24	2.2	15	15930	40
Edgewater	06/25/24	3	15	7965	10	East Street	06/26/24	2.5	15	63720	40
Edgecombe	06/26/24	2.8	15	15930	40	Smith Street	06/26/24	2.6	15	63720	40
Valley Wood	06/26/24	3	15	63720	40	Wellons Street	06/26/24	2	15	63720	40
Creek Wood	06/26/24	3	15	63720	40	Kay Drive	06/26/24	2.4	15	38985	15
White Oak Drive	06/26/24	3	15	7965	10	Huntington Place	06/26/24	2.8	15	38985	15
Brookwood Drive	06/26/24	3	15	22515	5	N. Lakeside Drive	06/26/24	3	15	9750	15
Runnymede Place	06/26/24	3	15	31860	10	Cypress Point	06/26/24	3	15	34890	12
Nottingham Place	06/26/24	3	15	38985	10	Quail Run	06/26/24	3	15	8715	12
Heritage Drive	06/26/24	3	15	38985	10	British Court	06/26/24	3	15	8715	12
Noble Plaza #1	06/27/24	2.8	15	9750	10	Tyler Street	06/26/24	2.8	15	78030	60
Noble Plaza #2	06/27/24	2.8	15	9750	10	Yeiverton Road	06/26/24	2.8	15	63720	40
Pinecrest Street	06/27/24	3	15	19500	10	Ava Gardner	06/26/24	2.6	15	63720	40
S. Sussex Drive	06/27/24	3	15	31860	10	Waddell Drive	07/01/24	3	15	7965	10
Elm Drive	06/27/24	3	15	9750	10	Henly Place	07/01/24	3	15	8715	12
						Birch Street	07/01/24	3	15	34890	12
						Pine Street	07/01/24	2.8	15	38985	15
Coor Farm Supply	06/27/24	2	15	7965	10	Oak Drive	07/01/24	2.8	15	37695	14
Old Goldsboro Rd.	06/27/24	3	15	7965	10	Cedar Drive	07/01/24	3	15	31860	10
Hillcrest Drive	07/01/24	2	15	31860	10	Aspen Drive	07/01/24	3	15	34890	12
Eason Street	07/01/24	2.2	15	38985	40	Furlonge Street	07/01/24	3	15	34890	12
Magnolia circle	07/01/24	2.8	15	78030	40	Golden Corral	07/01/24	3	15	40290	16
Rainbow Drive	07/01/24	2.2	15	19500	60	Holland Drive	07/01/24	2.8	15	9750	15
Rainbow Circle	07/01/24	2	15	19500	60	Davis Street	07/01/24	2.8	15	34890	12
Moonbeam Circle	07/01/24	2	15	19500	60	Caroline Ave.	07/01/24	2.8	15	31860	10
Ray Drive	07/01/24	2	15	15930	60	Johnston Street	07/01/24	3	15	38985	15
Will Drive	07/01/24	2.5	15	63720	40	Ryans	07/01/24	2.8	15	9750	15
Michael Lane	07/01/24	2.4	15	63721	40						
Ward Street	07/01/24	2	15	15930	40						

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