



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, October 15, 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
OCTOBER 15, 2024
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Public Hearing:

1. Conditional Zoning Request –Finley Landing Revision (CZ-24-06):

Carolina Land Group, LLC is requesting a rezoning of 47.8 acres within the Finley Landing (formerly Floyd Landing) development. This area was previously proposed to have 360 apartment units, and the revision is proposing 168 townhouse units in place of the apartments. The Finley Landing development is located along US Hwy 70 Business across from the Amazon Warehouse. This property is further identified by Johnston County Tax ID# 15077035H.

(Planning Director – Stephen Wensman) See attached information.....1

Citizens Comments

Consent Agenda Items:

1. Minutes

- a. August 13, 2024 – Regular Meeting
- b. August 13, 2024 – Closed Session (Under separate cover)
- c. August 20, 2024 – Regular Meeting
- d. September 3, 2024 – Regular Meeting
- e. September 3, 2024 – Closed Session (Under separate cover).....31

2. Special Event: Circus Under the Big Top – Hanneford Circus is requesting approval to operate a circus from October 25, 2024 until November 3, 2024 at 1025 Outlet Center Drive from 1:00 pm until 9:00 pm. The request includes amplified sound.

(Planning Director – Stephen Wensman) See attached information.....57

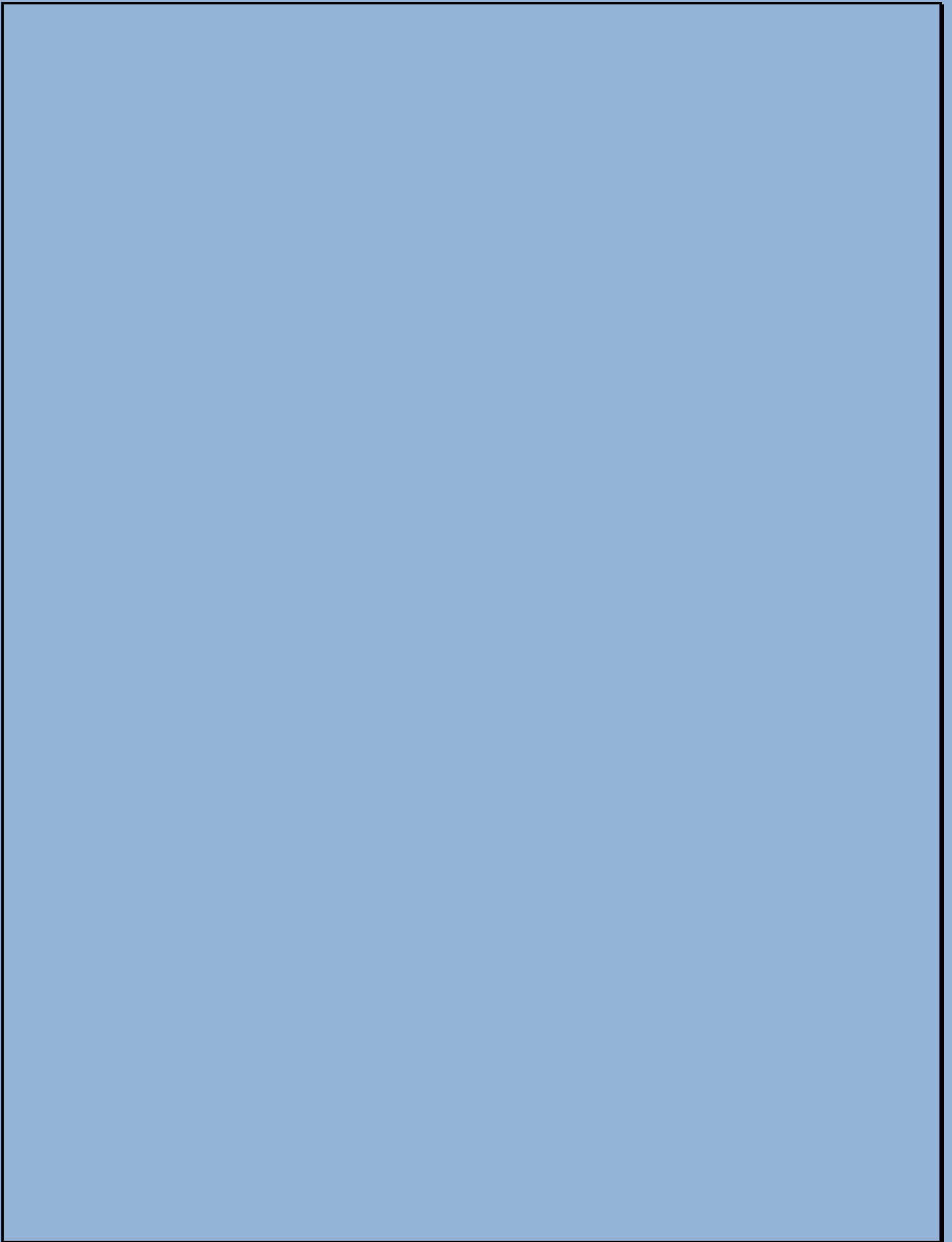
- 3. Special Event: Trunk or Treat** – First Baptist Church is requesting approval to hold an event on Sunday, October 27, 2024 from 4:00 pm until 6:00 pm. This request includes the closure of the 400 block of East Johnston Street (between South Fourth and South Fifth Streets)
(Planning Director – Stephen Wensman) See attached information.....63
- 4. Consideration and request for approval to promote the Payroll/Accounts Payable Technician to the Town Clerk position**
(Town Manager – Michael Scott) See attached information.....69
- 5. Consideration and request for approval to promote a Street Maintenance Worker to a Sanitation Equipment Operator position**
(Public Works Director – Lawrence Davis) See attached information.....71
- 6. Consideration and request for approval to purchase two used vehicles from Asia Motors in the amount of \$65,000 for the Police Department**
(Chief of Police – Pete Hedrick) See attached information.....73
- 7. Consideration and request for approval to award a contract to Timmons Group in the amount of \$49,500.00 for design services for the South Smithfield Water Line Extension Project**
(Public Utilities Director – Ted Credle) See attached information.....77

Business Items:

- 1. Consideration and request for approval to pursue a Congestion Mitigation & Air Quality Improvement (CMAQ) grant for sidewalks on the west side of Venture Drive from Outlet Center Drive to Peedin Road**
(Planning Director – Stephen Wensman) See attached information.....97
- 2. Consideration and request for approval to award a bid to David Hinton Construction in the amount of \$37,456.00 for the replacement of brickwork with stamped concrete in the 200 and 300 blocks of Market Street**
(Public Works Director – Lawrence Davis) See attached information.....101
- 3. Consideration and request for approval to award a bid to Vision NC, LLC in the amount of \$5,940.00 for ditch cleaning services in West Smithfield**
(Public Works Director – Lawrence Davis) See attached information.....107
- 4. Consideration and request for approval to adopt Resolution No. 754 (15-2024) authorizing the Mayor to execute a quitclaim deed to J29:11 Ventures, LLC for conveyance of property at 1008 Fuller Street**
(Town Attorney – Bob Spence) See attached information.....113

Adjourn

Public Hearing





Request for Town Council Action

**Public
Hearing:** CZ-24-06
Date: 10/15/2024

Subject: Finley (Floyd) Landing Conditional Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Carolina Land Group, LLC, is requesting an amendment to the Finley Landing Conditional Zoning master plan, amending 47.8 acres within the Finley Landing (formerly Floyd Landing) development. The request is for approval of an alternate plan with 168 townhouse units in place of the apartments, while retaining the option for the original plan with 360 apartment units.

Financial Impact

The future development will contribute to the Town's tax base.

Action Needed

The Town Council is respectfully requested to hold a public hearing and decide whether to approve, approve with conditions, or to deny the rezoning.

Recommendation

Planning Staff recommend approval of the rezoning, CZ-24-06, with 1 condition with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application/Narrative
4. Alternative Master Plan
5. Townhouse Styles (2)
6. Original Master Plan
7. R-8 CZ - Floyd Landing Conditional Original Approval
8. Draft Planning Board Minutes



Staff Report

Public Hearing: CZ-24-06

REQUEST:

Carolina Land Group, LLC, is requesting an amendment to the Finley Landing Conditional Zoning master plan, amending 47.8 acres within the Finley Landing (formerly Floyd Landing) development. The request is for approval of an alternative plan for 168 townhouse units in place of the apartments, while retaining the option for the original plan for 360 apartment units.

PROPERTY LOCATION:

The Finley Landing development is located along US Hwy 70 Business across from the Amazon Warehouse. This property is further identified by Johnston County Tax ID# 15077035H.

APPLICATION DATA:

Applicant:	Carolina Land Group, LLC
Property Owners:	FL Smithfield, LLC
Project Name:	Finley Landing (Formerly Floyd Landing)
Tax ID:	15077035H
NC PIN:	168500-40-6654
Acreage:	47.8-acres
Present Zoning:	R-8 CZ (Single-Two-Multi-Family Residential Conditional)
Proposed Zoning:	R-8 CZ (Single-Two-Multi-Family Residential Conditional)
Town/ETJ:	Town
Existing Use:	Vacant
Proposed Use:	Townhouses (multi-family)
Fire District:	Smithfield
School Impacts:	Additional households with school-age children
Parks and Recreation:	No parks proposed – fee in lieu
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Duke
Public R/W:	3,724 linear feet

ADJACENT ZONING AND LAND USES: (SEE ATTACHED MAP)

	Zoning	Existing Land Uses
North	R-8 CZ	Single-Family Residential/Townhomes (multi-family)
South	R-8 CZ	Townhomes (multi-family)
West	N/A	Vacant Woodland
East	B-3	Commercial - undeveloped

APPLICATION OVERVIEW:

The applicant is requesting approval of an alternate plan for the 47.8 acres area that has been planned for 360 3-story garden style apartment units. The alternate plan if approved, will have 168 townhouse units fronting on 50-foot-wide public right-of-way. In the alternate plan, the pool house and swimming pool amenity near the entrance will be replaced by a tot lot playground and dog park elsewhere in the development area.

EXISTING CONDITIONS/ENVIRONMENTAL IMPACTS:

- There are no environmental impacts associated with the area. The development site is graded and ready for development.

COMPREHENSIVE LAND USE PLAN:

- The plans are consistent with the comprehensive plan guidance. The Comprehensive Plan guides the area for Medium Density Residential.

SITE ACCESS AND STREET DESIGN:

- The development will utilize the same two entrances off S. Finley Landing Parkway as the former apartment complex.
- Rather than private driveways and parking lot, the proposed townhouse development will have 3,724 linear feet of new public streets in 50' public rights-of-ways to match those approved with the townhouses elsewhere in the Finley Landing development. The UDO, Section 10.110.9 indicates that local street rights-of-ways shall be 60' wide (may be no less than 50 feet if approved by the Town Council due to special conditions).
- Streets will be 27-foot-wide b/b with traditional curbs and valley curbs in front of and within 10 of townhouse buildings as was approved elsewhere in the other townhouse areas of the development (3-foot utility strips).
- Sidewalks are proposed on both sides of public streets.

BUILDING/LOT/PARKING STANDARDS FOR AMENDMENT PLAN:

The townhomes approved elsewhere in the development are 2-stories with a maximum height of 35-feet in accordance with the R-8 standards. The previously townhomes had a minimum lot area of 2,420 sq. ft., and a minimum lot width of 22-foot wide for interior townhomes and 24-foot wide for end units to accommodate 2-car garages on end units. Interior units required at least a one car garage. The Town's standard driveway widths of 12-foot wide – current townhomes have 10-foot-wide driveways.

The proposed townhomes associated with this master plan amendment include 2-story and 3-story structures – all with one car garages and:

- Maximum height of 40-feet.
- Minimum interior lot area is 1900 sq. ft. (19'x100') and perimeter lot areas is 2100 sq. ft. (20'x105')
- Minimum (interior lot width is 19-feet and perimeter lot width are 20-feet).
- Front yard setback: Front = 30-feet, same as townhouses elsewhere in the development
- Minimum rear yard setback is 20-feet for the interior townhomes, 15-feet for the perimeter townhomes.
- Minimum 2 parking spaces per townhome on the lot (plus 128 auxiliary).
- Minimum driveway width = 9-feet.
- All proposed townhomes will be 3-bedroom units.

TOWNHOME ARCHITECTURAL STANDARDS:

- End units facing a public ROW must include a minimum of two (2) windows.
- End units facing a public ROW must include screening landscaping the side yard.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
- Garage Doors: shall contain decorate details or carriage style adornments
- Garages are all single car with an 8-foot-wide door.
- 2 and 3-story townhomes.

RECREATIONAL/SITE AMENITIES:

- In the alternate plan, the pool house and swimming pool and vehicle maintenance carwash amenity near the entrance will be eliminated.
- The alternative plan keeps the tot lot playground and dog park.

DEVELOPMENT AMENITIES:

- Decorative street lighting and decorative street signs be installed by the developer throughout the site.

STORMWATER MANAGEMENT:

- Stormwater retention will be addressed with the development plans; however, the plans show 2 pond areas.

CLUSTER MAILBOX:

- The master plan shows a required cluster mailbox in an auxiliary parking lot near the main entrance.

TRASH:

- Townhouse trash and recycling roll off containers in the townhouse areas be stored within the garages or in the rear yards.

PUBLIC UTILITIES:

- Water and Sewer utilities will be by the town. Electric utilities will be Duke.

LANDSCAPING:

- Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
- The existing conditions require property held in common ownership that is adjacent to a public right-of-way shall be planted with a minimum of 2 shade trees per 100 linear feet of road frontage. These trees shall be plated adjacent to and outside of the public right-of-way and shall be maintained by the HOA.

PROPOSED DEVIATIONS FROM UNIFIED DEVELOPMENT ORDINANCE (SUMMARY):

Deviations from Town Requirements (this amendment site area):

- 10-foot reduction in public R/W width (50-foot public rights-of-ways).
- 20-foot reduction in the distance between townhomes (40 feet to 20 feet).
- 5-foot increase in maximum height for townhomes in this area (35 feet to 40 feet).
- Driveway widths from 12 feet to 9 feet (staff recommends 10 feet).

Standards Exceeding UDO Requirements:

- 5-foot-wide sidewalks on both sides of public streets (this amendment).
- Tot lot and dog park (this amendment).
- Auxiliary parking (development).
- 50-foot-wide landscape buffer along north side (development).
- 50-foot-wide bermed landscape buffer along east side (development).
- 100-foot-wide landscaped buffer along south side (development).
- 8 feet multi-use trail along US Hwy 70 W vs. 5feet sidewalk (development).
- Undisturbed open space within floodplain and common owned areas (development).
- Enhanced entrance drives with center landscaped islands (development).
- Architectural standards (development).
- Numerous mini-parks owned by the HOA (development).

CONSISTENCY STATEMENT (Staff Opinion):

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

- **Consistency with the Comprehensive Growth Management Plan** – *The development is consistent with the comprehensive plan.*
- **Consistency with the Unified Development Code** – *The property will be developed in conformance with the UDO conditional zoning provisions that allows a good faith negotiation of development standards.*
- **Compatibility with Surrounding Land Uses** - *The property considered for rezoning will be compatible with the surrounding land uses with the additional conditions of approval.*

RECOMMENDATION:

Planning Staff recommend approval of the Finley Landing alternate plan, CZ-24-06, with the following condition:

1. That the future development plans for the project be in accordance with original CZ-21-03 masterplan and conditions or as hereby amended as an alternate plan for the 47.8 acres area:
 - a. 10-foot reduction in public R/W width (50-foot public rights-of-ways) the streets with townhouses.
 - b. 20-foot reduction in the distance between townhomes (40-feet to 20-feet).
 - c. 5-foot increase in maximum height for townhomes in this area (35-feet to 40-feet).
 - d. 2-foot reduction in driveway widths (12-feet to 10-feet).
 - e. Architectural Standards (amended area only):
 - End units facing a public ROW must include a minimum of two (2) windows.
 - End units facing a public ROW must include screening landscaping the side yard.
 - Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
 - Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
 - Garage Doors: shall contain decorate details or carriage style adornments

- Garages are all single car with an 8-foot-wide door.
- 2 and 3-story townhomes.

RECOMMENDED MOTION:

“Move to approve zoning map amendment, CZ-24-06, with 1 condition of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
CZ-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 CZ-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 hearing; 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 hearing. 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 CZ-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: Finley Landing (fka Floyd Landing) Acreage of Property: 48.65
 Parcel ID Number: 1685-40-6654 Tax ID: 15077035H
 Deed Book: 06535 Deed Page(s): 0655
 Address: 2227 US Hwy. 70 Business, Smithfield, NC
 Location: Approx. 2.75 miles northwest of downtown Smithfield on the south side of US Hwy 70 Business

Existing Use: Low & Medium Density Residential Proposed Use: Low & Medium Density Residential
 Existing Zoning District: R-8 C additional Zoning
 Requested Zoning District: R-8 C additional Zoning
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): Finley Landing (fka Floyd Landing)
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

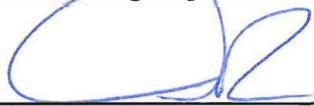
File Number: _____	Date Received: _____	Amount Paid: _____
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APPLICANT AFFIDAVIT

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.

Andrew Ross

Print Name



Signature of Applicant

9-13-24

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: Finley Landing Submittal Date: 09/06/2024

OWNERS AUTHORIZATION

I hereby give CONSENT to Triangle Land Partners, LLC (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.

Eric V. Brownlee 9/13/2024
 Signature of Owner Print Name Date
 for FL Smithfield, LLC

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.

Andrew Ross 9-13-24
 Signature of Owner/Applicant Print Name Date

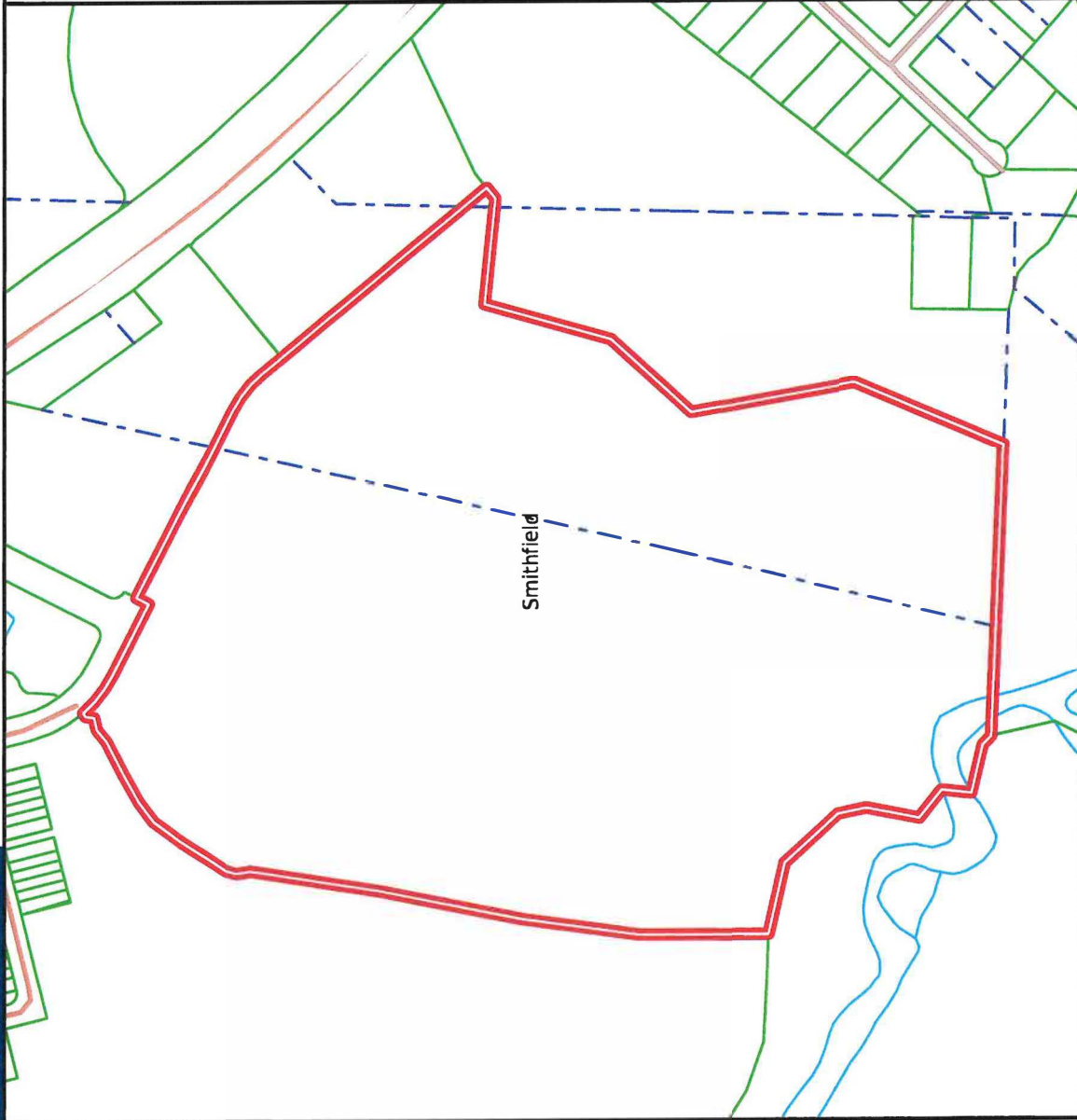
FOR OFFICE USE ONLY

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



*** DISCLAIMER ***

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



Parcel Report

X Coordinate: 2185192.1770779
Y Coordinate: 650493.57333161
id: 15077035H
Tag: 15077035H
NCPin: 168500-40-6654
Mapsheets No: 1685
Owner Name 1: FL SMITHFIELD, LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 5488
Mail Address 3: CARY, NC 27512-5488
Site Address 1: 2227 US HWY 70 BUS
Site Address 2: SMITHFIELD, NC 27577-
Book: 06535
Page: 0655
Market Value: 473980
Assessed Acreage: 48.650
Calc. Acreage: 48.650
Sales Price: 0
Sale Date: 2023-08-28
Township: Smithfield
Water District: Wilsons Mills Water District
ETJ: Smithfield
City Limits: Smithfield
Town Zoning: R-8 CZ
County Zoning: N/A
OverLay Zoning: N/A



Scale: 1:4504 - 1 in. = 375.33 feet

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

Floyd Landing
Residential Community
Smithfield, NC

Developer: Carolina Land Group LLC

September 2024 Updated



CE GROUP

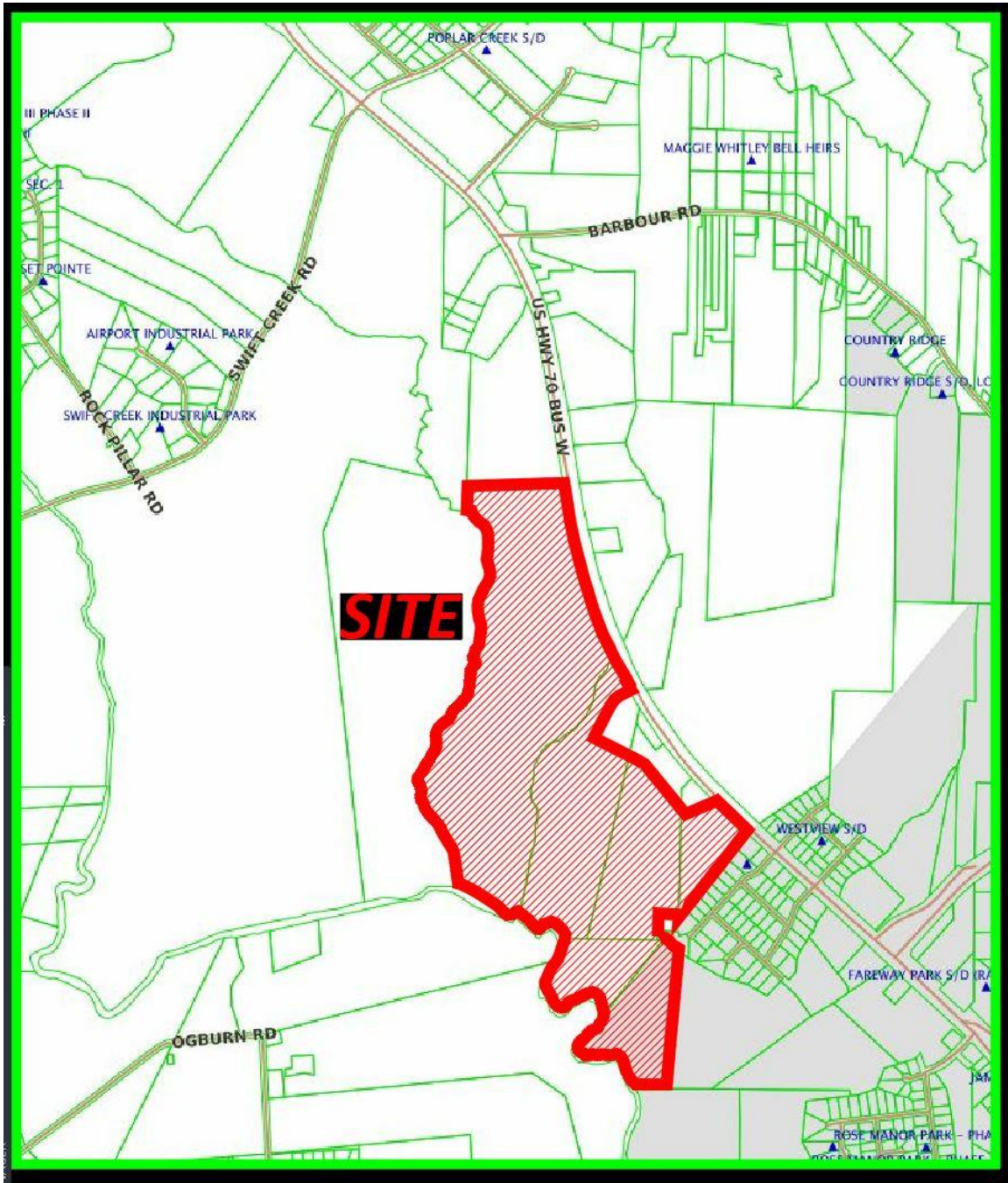
301 GLENWOOD AVENUE, SUITE 220, RALEIGH, NC 27603
Phone: (919) 367-8790 License # C-1739

SECTION 1: TABLE OF CONTENTS

Section 1:	Table of Contents	1
Section 2:	Vicinity Map	2
Section 3:	Project Data	3
Section 4:	Purpose Statement	3
Section 5:	Permitted Uses	4
Section 6:	Design Controls	4
Section 7:	Off-Street Parking	4
Section 8:	Signs	5
Section 9:	Natural Resources and Environmental Protection	5
Section 10:	Stormwater Management	5
Section 11:	Parks and Recreation	5
Section 12:	Public Facilities	5
Section 13:	Phasing	6
Section 14:	Consistency	6
Section 15:	Compliance with UDO	6
Section 16:	Land Use Notes	6
Section 17:	Architectural Controls	7

Attachment: Example Elevations

SECTION 2: VICINITY MAP



SECTION 3: PROJECT DATA

Project Name: Floyd Landing

Developer: Carolina Land Group, LLC
Attn: Kirby LaForce
PO Box 1328
Cary, NC 27512

Prepared By: CE Group, Inc
301 Glenwood Avenue, Suite 220
Raleigh, NC 27603

Designated Point of Contact Mark Ashness (CE Group, Inc.)

Current and Proposed Zoning

Current: R-20A & B-3 (Smithfield)
Proposed: R-8 Conditional Zoning

Current and Proposed Land Use

Current: Residential and Vacant
Proposed: Low Density & Medium Density Residential

SECTION 4: PURPOSE STATEMENT

Floyd Landing is a proposed residential development under the Town of Smithfield UDO Ordinance. The property is currently located within Town’s Planning jurisdiction. The project is located off US 70 US Business (W. Market Street) with (3) existing direct access points. The proposed project is in conformity with the Town’s Land Use Map. The northern part of the project is designated as “Low Density Residential” which allows for primarily single family residential with up to 4 units/AC. The southern portion of the project is designated as “Medium Density Residential” which allows single family and attached residential with densities up to 8 units/AC.

The entire western side of the project is designated as Conservation and Open Space. The blended density for the entire project is +/- 3.4 dwelling units per acre. The project will provide flexibility in lot size and residential building type. The minimum single family lot size will exceed 5100 SF. A 50’ landscaped (or existing vegetated) perimeter buffer is planned along the north and east sides and 100’ landscaped (or existing vegetated) perimeter buffer long south side of the project (where adjacent to existing neighborhood). Existing conservation open space is located to the west (which acts as a perimeter buffer). The project will have sidewalks on both sides of the street providing for a pedestrian friendly environment. The project will be complimentary with providing high quality residential single-family homes, townhomes, and garden style apartments.

SECTION 5: PERMITTED USES

The Project includes residential uses and residential support uses including:

- 1) Single Family and Townhomes
- 2) (3) Story Garden Style Apartments
- 3) Park (Active)
- 4) Park (Passive)

SECTION 6: DESIGN CONTROLS

- A. Maximum Density for the Project is 3.4 units per gross acre.
- B. Proposed Maximum Height of Buildings is 50 feet, Maximum Stories: 3
Apartment Building Maximum Height is 50 feet, Maximum Stories: 3
- C. Minimum Building Setbacks

From Buffer or RCA	10'
Front Yard	20' (30' for Townhomes)
Side Yard	5'
Rear Yard	20'
Driveways from Sidewalk to Garage	20' (SF) and 30' (TH)
Building Separations	30' Apartments – 20' Townhomes
- D. Percentage of Impervious Area - Will not Exceed 35% for Entire Project
- E. Perimeter Buffer 50' (100' adjacent to Lots on S. Rogers Drive)
- F. 10' landscape median on each entry drive from US 70 Business
- G. Street Trees (1) on each Single-Family Lot (outside ROW)
- H. Street Tree every 100' on each side of public street (common areas outside ROW)
- I. 6' Fence within 50' Perimeter Buffer adjacent to US 70 Business

SECTION 7: OFF-STREET PARKING

Each Single-Family Residence and Townhome will have at least (2) paved parking spaces (outside of the garage). In addition, all Single-Family Lots will have 2 car garages and all Townhomes will have a single or double car garage. In the Townhome area we will have ancillary parking areas equal to or greater than .75 parking spaces per townhome with a single car garage.

SECTION 8: SIGNS

The Developer will submit a master sign plan (with the preliminary plat) that shows the location of signage with details at master subdivision phase. Signage for this project will comply with the UDO

SECTION 9: NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION

- A. Floyd Landing is located in the Neuse River Basin and drains into Reedy Branch or Swift Creek
- B. There is FEMA mapped Floodplain within the project limits see Existing Conditions Map
- C. There are no known historic structures within the project limits.

SECTION 10: STORMWATER MANAGEMENT

The project will meet all applicable requirements and standards of the Town of Smithfield UDO. This project will meet all stormwater quantity and quality reduction requirements. The proposed devices will include water quality ponds, bioretention areas, and other approved measures to treat and control stormwater runoff. The devices will be located within open space areas and be positioned and landscaped to be an amenity for the project. The Property Owners Association will be responsible for maintaining and operation of these features.

SECTION 11: PARKS AND RECREATION

The project will have several internal private parks. Playground structures are planned along with passive lawns for informal play.

SECTION 12: PUBLIC FACILITIES

Water: The project will connect to the Towns Water distribution system. Detailed routing to be determined prior to submission of the preliminary plat.

Sewer: The project will connect to the Towns Sewer collection system. Detailed routing to be determined prior to submission of the preliminary plat.

Road Improvements: Right-turn decel lanes will be added at each entrance on US 70 Business

SECTION 13: PHASING

Phasing will be determined prior to submission of the preliminary plat.

SECTION 14: CONSISTENCY

The Land Plan identifies this location as Low Density and Medium Density Residential. The project as proposed complies with the objectives of the Land Use Plan by proposing residential development. The Town of Smithfield has already identified this area for both water and sewer service. Both Water and Sewer Infrastructure are nearby.

SECTION 15: COMPLIANCE WITH UDO

The proposed plans for the project are in compliance with the Town's UDO.

SECTION 16: LAND USE NOTES

- A. The project will require the formation of a Property Owners Association which will handle the maintenance and ownership of common areas, buffers, recreation facilities, and stormwater quality features.
- B. The existing homesite(s) and structures on the property will either be relocated or removed from the project.

SECTION 17: Architectural Controls

Single Family:

- End units facing a public ROW must include a minimum of two (2) windows.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree, one (1) street tree, and six (6) shrubs.
- Each home shall have a minimum of a two-car garage.
- Garage Doors: shall contain decorate details or carriage style adornments

Townhome:

- End units facing a public ROW must include a minimum of two (2) windows.
- End units facing a public ROW must include screening landscaping the side yard.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
- Garage Doors: shall contain decorate details or carriage style adornments

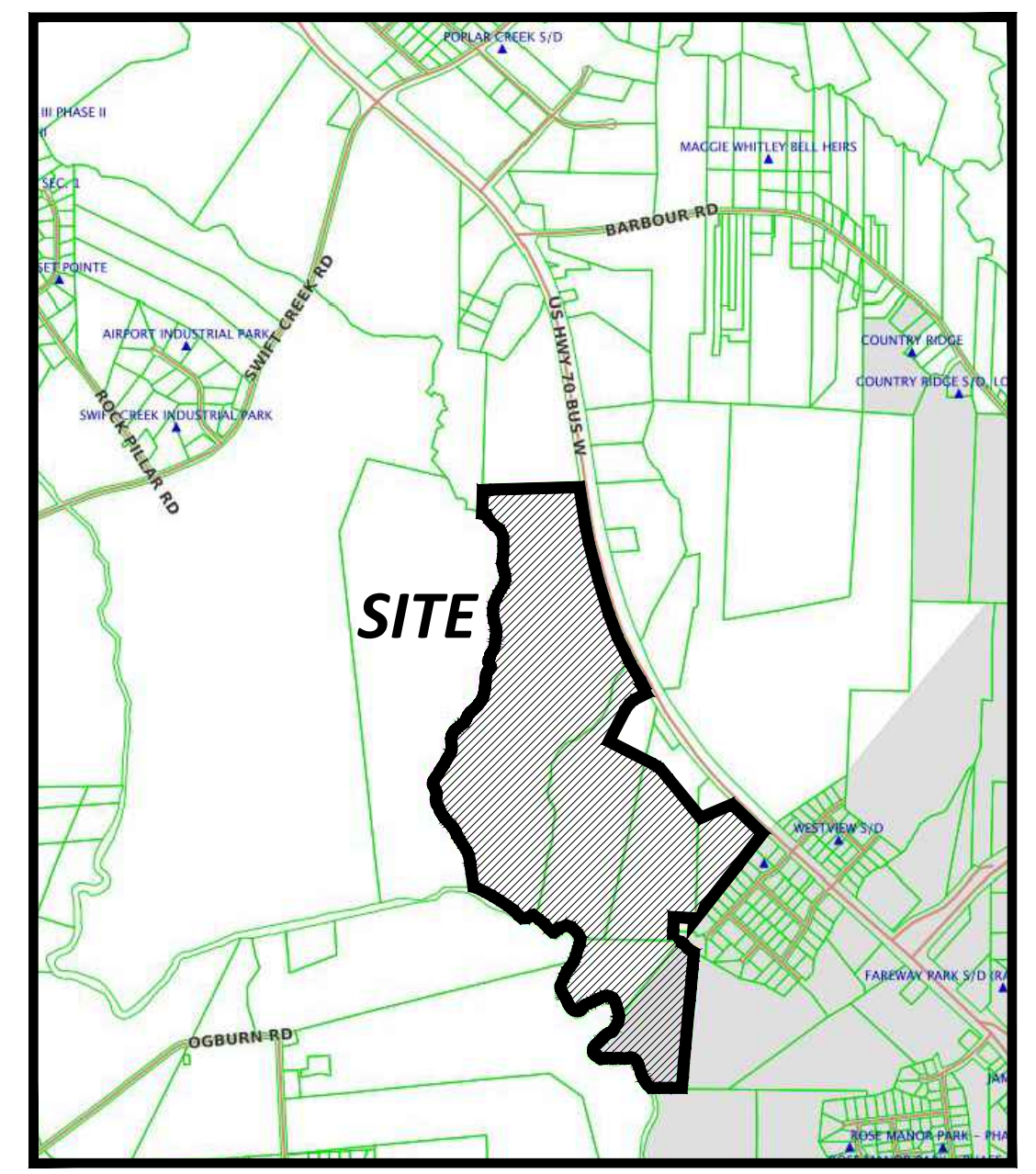
PROPERTY ID: 15079014, 15077035H, & 15077035C, 15078012, & 15078012B
 EXISTING ZONING= R-20A & B-3
 PROPOSED ZONING= R-8 CONDITIONAL
 TOTAL PROJECT AREA= ± 199.8 AC
 TOTAL DWELLING UNITS= ± 476

SINGLE FAMILY
 UNITS= ± 87
 AVERAGE UNIT SIZE= ± 1,600 - 2,100 SF
 AVERAGE # BEDS= ± 3 BEDROOMS
 MINIMUM LOT SIZE= ± 5,175 SF
 MAX. BUILDING HT.= ± 35'

TOWNHOMES
 UNITS= ± 389
 MAX. BUILDING HT.= ± 40' (3 STORY)
 AVERAGE # BEDS= ± 2 - 3 BEDROOMS
 AVERAGE SIZE= ± 1,400 - 1,900 SF

SINGLE FAMILY
 TOTAL AREA= ± 32.15 AC
 OPEN SPACE= ± 10.9 AC
 (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.)
 REMAINDER AREA= ± 20.6 AC

TOWNHOMES
 TOTAL AREA= ± 167.65 AC
 OPEN SPACE= ± 94.5 AC
 (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.)
 REMAINDER AREA= ± 73.17 AC
 PUBLIC STREETS= ± 15,023 LF

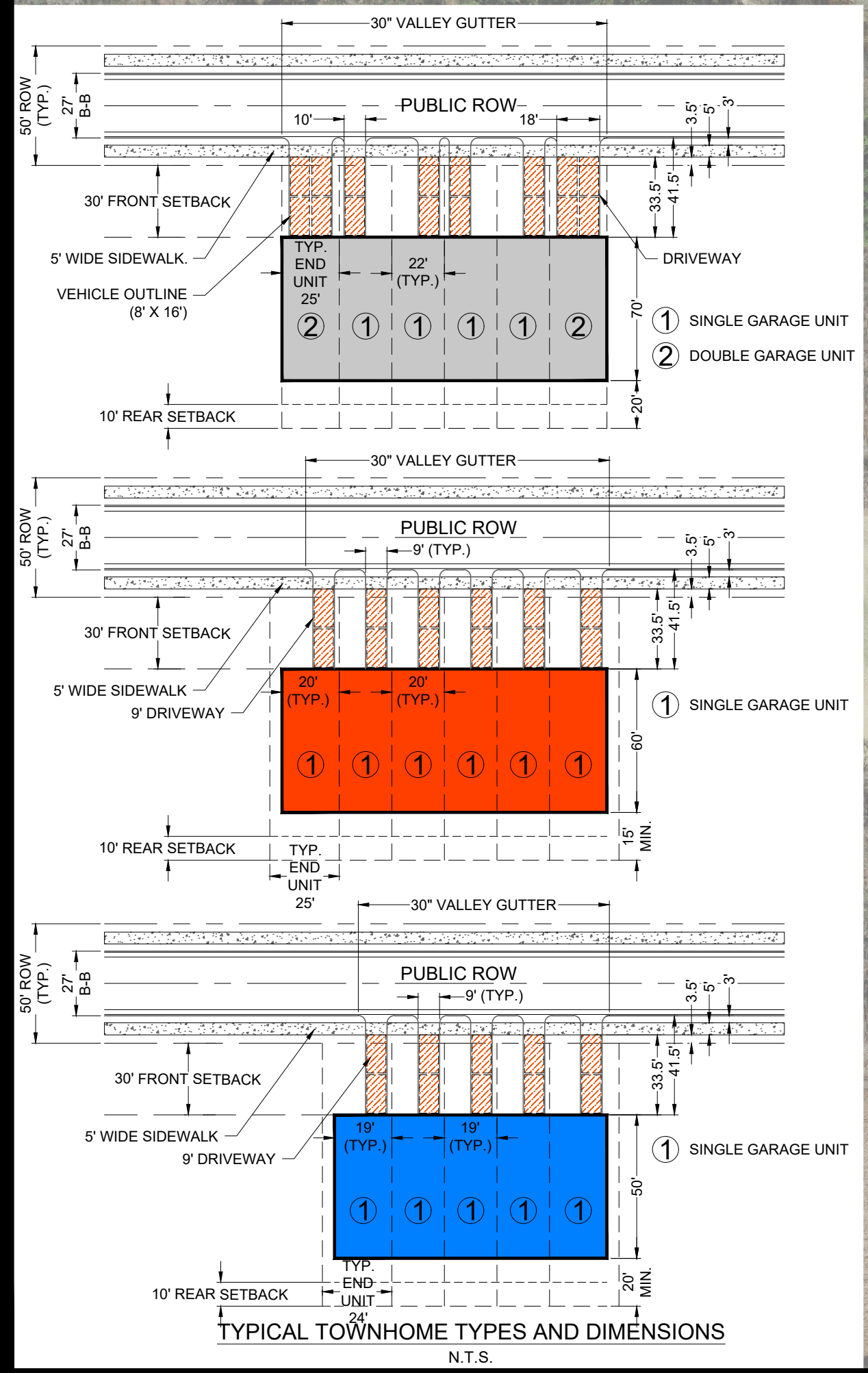


VICINITY MAP
FLOYD LANDING
 PRELIMINARY
 MASTER PLAN
 ALTERNATE
 SMITHFIELD, NORTH CAROLINA
 September 18, 2024



	MANAGED OPEN SPACE
	NATURAL OPEN SPACE
	PLANTED LANDSCAPE BERM
	8' ASPHALT MULTI-USE TRAIL
	ENTRANCE LOCATION
	PHASE 5 TOWNHOMES 60' PAD DEPTH 2-STORY
	PHASE 5 TOWNHOMES 50' PAD DEPTH 3-STORY
	TOWNHOMES ± 2.4 DWELLING UNITS / AC
	SINGLE FAMILY (45' x 115')
	COMMERCIAL

• TH / MULTI FAMILY TOTAL= ± 39.06AC
 • OPENSACE OUTSIDE OF STREAMS, WETLANDS, PONDS, BUFFERS, & FLOODPLAIN= ± 34.07 AC



C E GROUP
 301 GLENWOOD AVE. SUITE 220
 RALEIGH, NC 27603
 PHONE: 919-367-8790
 www.cegroupinc.com
 License # C-1739

THE MITCHELL II

Trace at Olde Towne
Club Collection

Approx. 1,858 sq. ft.

3 bedrooms

3.5 bathrooms

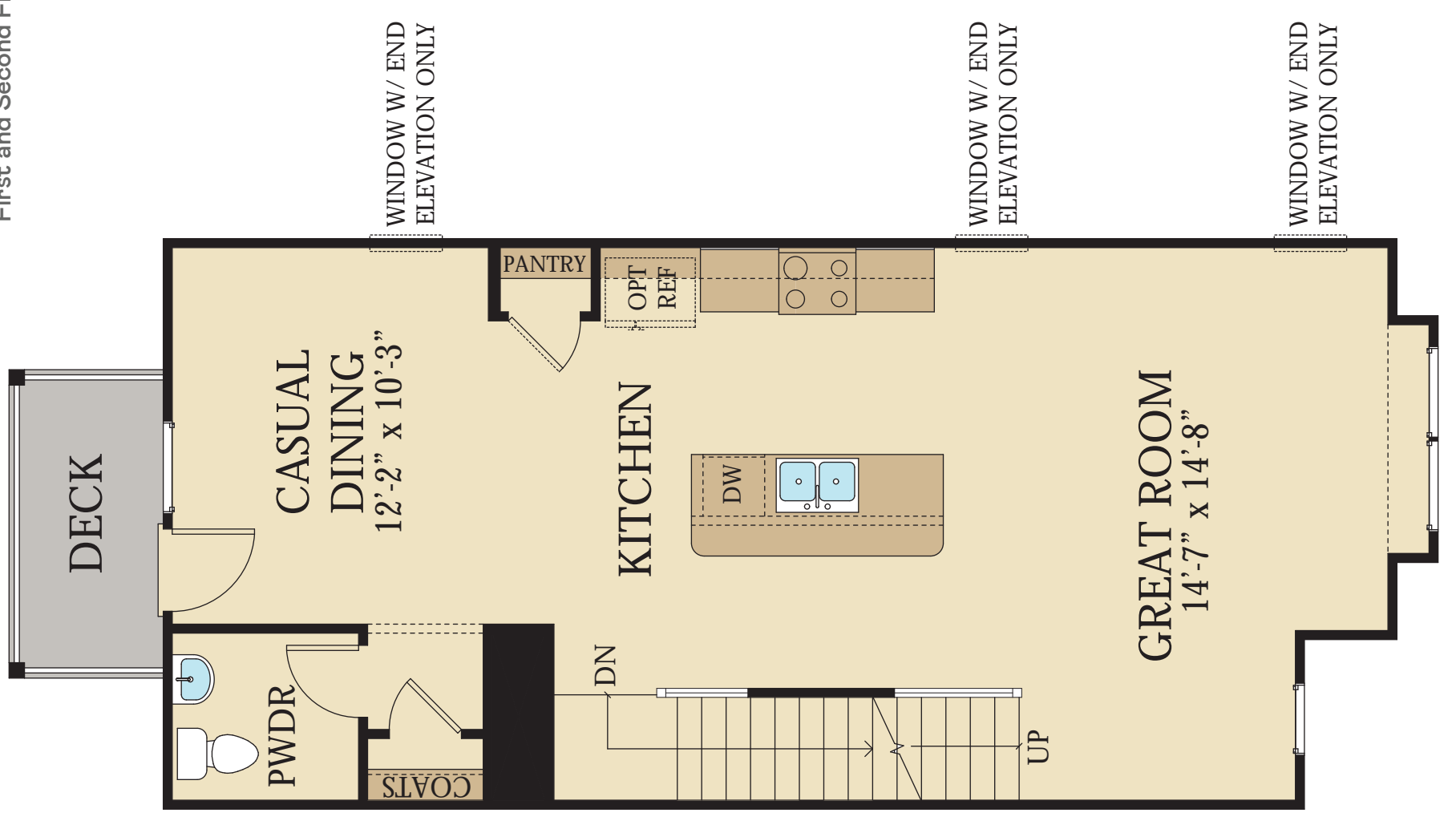
1 car garage



EVERYTHING'S
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First and Second Floors

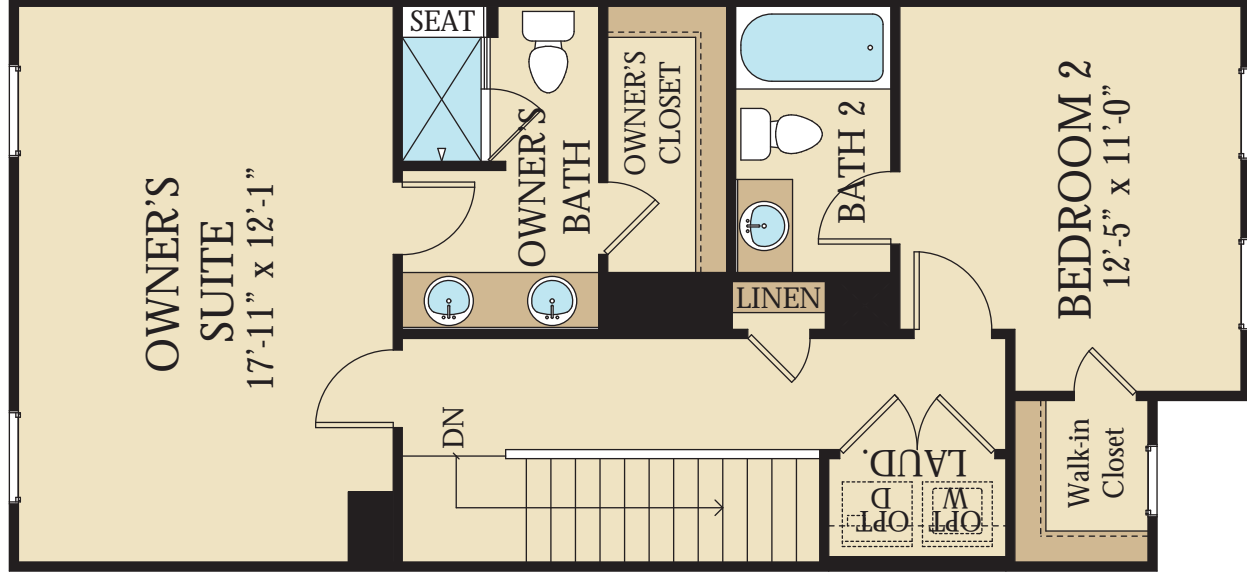


SECOND LEVEL



FIRST LEVEL

Third Level



Trace at Olde Towne | Club Collection

THE MITCHELL II



Elevation A



Elevation C



Elevation D



Elevation E - End Elevation



Elevation F - End Elevation



THIRD LEVEL

Lennar.com

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THE CAMERON
Franklin Townes
Designer Collection

Approx. 1,581 sq. ft.

3 bedrooms

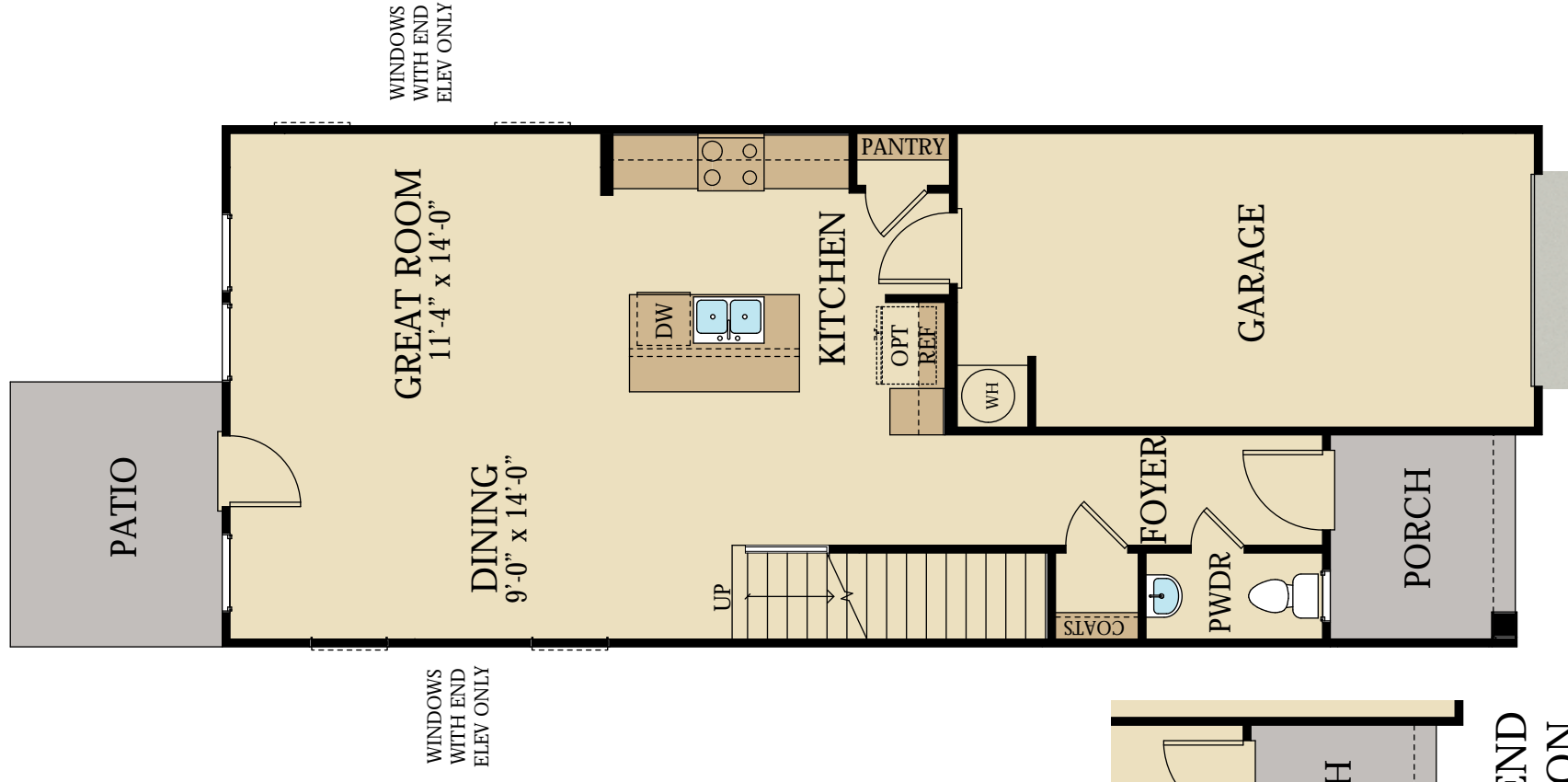
2.5 bathrooms

1 car garage

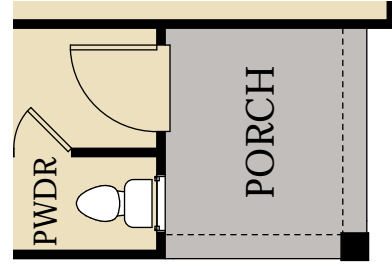


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INCLUDED**

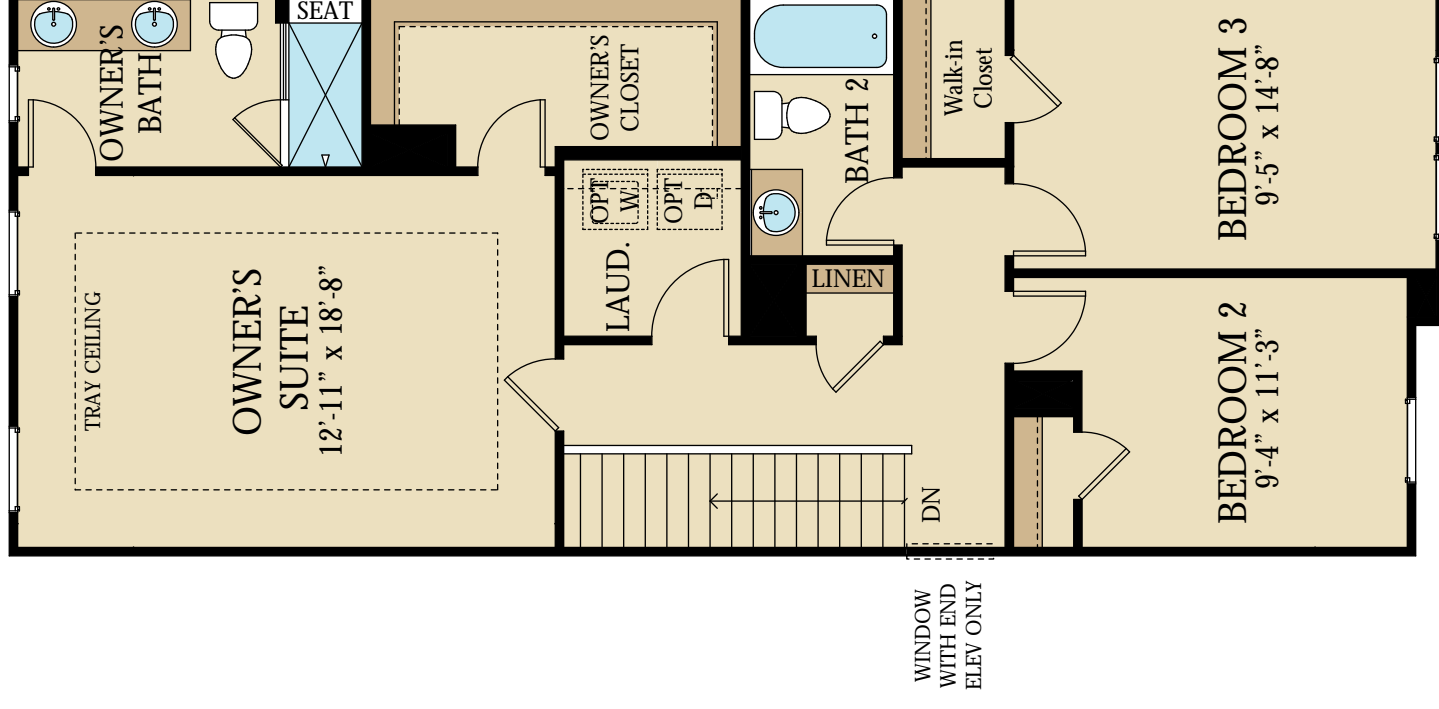
Lennar.com



MAIN LEVEL FLOOR PLAN



PORCH END
ELEVATION



UPPER LEVEL FLOOR PLAN

Franklin Townes | Designer Collection

THE CAMERON



Elevation A



Elevation AEP - End Elevation



Elevation C



Elevation CE



Elevation CEP - End Elevation



Elevation F



Elevation FE



Elevation FEP - End Elevation



Elevation G



Elevation GE



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PROPERTY ID: 15079014, 15077035H, & 15077035C, 15078012, & 15078012B
 EXISTING ZONING= R-20A & B-3
 PROPOSED ZONING= R-8 CONDITIONAL
 TOTAL PROJECT AREA= ± 199.8 AC
 TOTAL DWELLING UNITS= ± 669

SINGLE FAMILY
 UNITS= ± 89
 AVERAGE UNIT SIZE= ± 1,600 - 2,100 SF
 AVERAGE # BEDS= ± 3 BEDROOMS
 MINIMUM LOT SIZE= ± 5,175 SF
 MAX. BUILDING HT.= ± 35'

TOWNHOMES
 UNITS= ± 220
 MAX. BUILDING HT.= ± 35' (3 STORY)
 AVERAGE # BEDS= ± 2 - 3 BEDROOMS
 AVERAGE SIZE= ± 1,400 - 1,600 SF

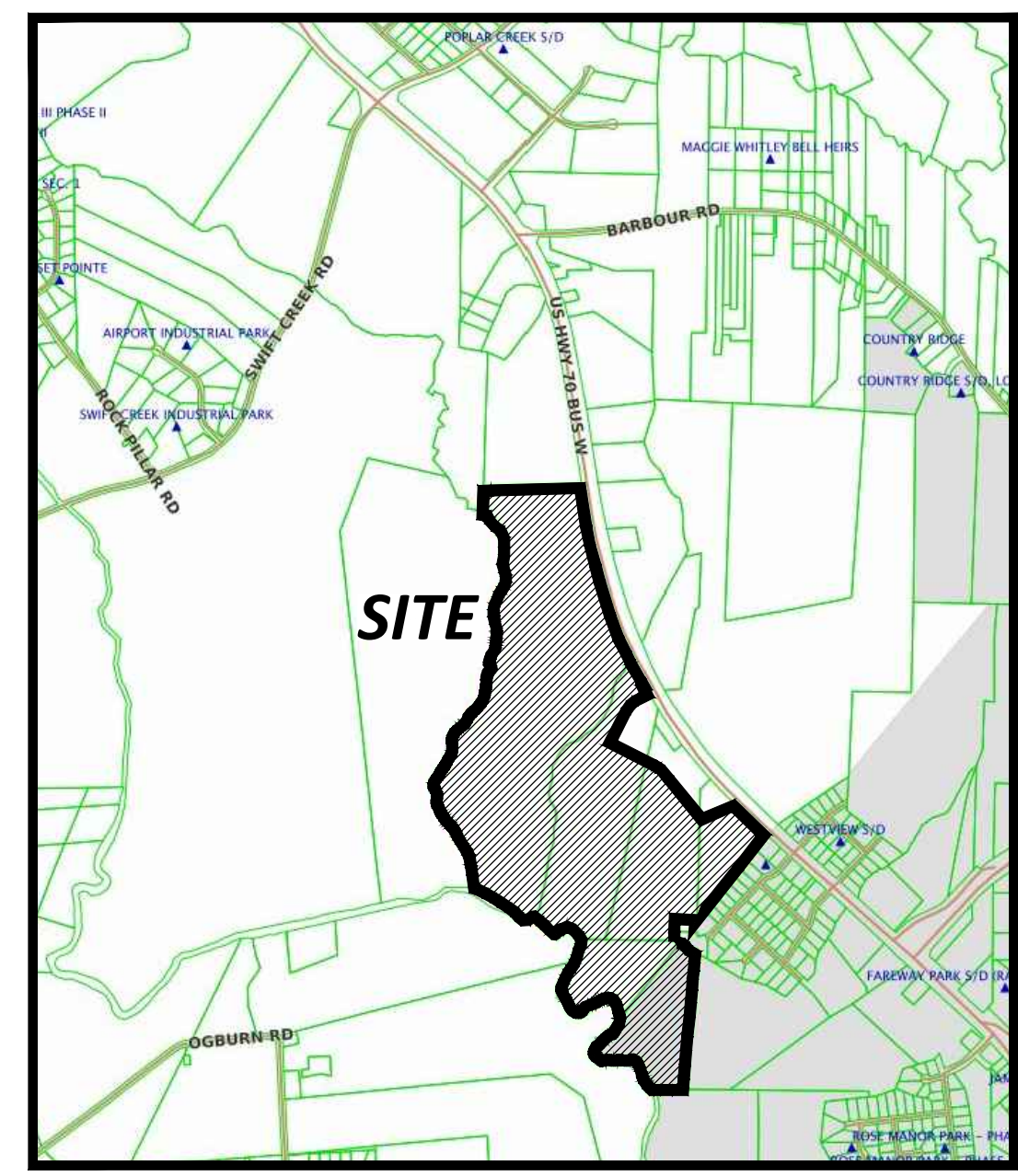
APARTMENTS
 UNITS= ± 360
 MAX. BUILDING HT.= ± 50'

BUILDING TYPES:
 TYPE 1= (12 - 2BR, 12 - 3BR)
 TYPE 2= (12 - 1BR, 12 - 2BR)
 TYPE 3= (12 - 1BR, 12 - 2BR)

1 BEDROOM UNIT= ± 800 - 1,000 SF
 2 BEDROOM UNIT= ± 1,050 - 1,250 SF
 3 BEDROOM UNIT= ± 1,300 - 1,500 SF

SINGLE FAMILY
 TOTAL AREA= ± 32.15 AC
 OPEN SPACE= (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.) ± 10.9 AC
 REMAINDER AREA= ± 20.6 AC

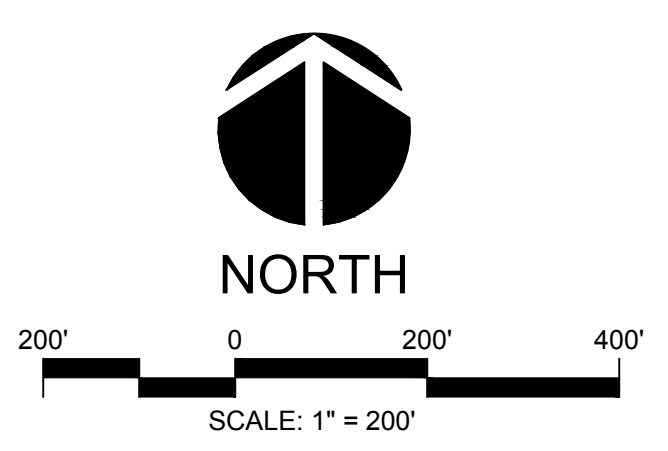
TH / MULTI FAMILY
 TOTAL AREA= ± 167.65 AC
 OPEN SPACE= (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.) ± 94.5 AC
 REMAINDER AREA= ± 73.17 AC
 PUBLIC STREETS= ± 11,321 LF
 PRIVATE STREETS= ± 5,300 LF (APARTMENT INTERIOR)



VICINITY MAP
 NTS
FLOYD LANDING
PRELIMINARY
MASTER PLAN
 SMITHFIELD, NORTH CAROLINA
 AUGUST 25, 2021

MANAGED OPEN SPACE
NATURAL OPEN SPACE
PLANTED LANDSCAPE BERM
8' ASPHALT MULTI-USE TRAIL
ENTRANCE LOCATION
TOWNHOMES (20' x 100')
 ± 3.5 DWELLING UNITS / AC
SINGLE FAMILY (45' x 115')
TYPE # APARTMENTS
COMMERCIAL

• TH / MULTI FAMILY TOTAL = ± 39.06 AC
 • OPENSACE OUTSIDE OF STREAMS, WETLANDS, PONDS, BUFFERS, & FLOODPLAIN = ± 34.07 AC



CE GROUP
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Finley Landing Revision

File Number:
CZ-24-06

Project Name:
Finley Landing Alt Plan

Location:
Across from
Amazon Warehouse

Tax ID#:
15077035H

Existing Zoning:
R-8 CZ

Owner:
FL Smithfield, LLC

Applicant:
Carolina Land
Group, LLC



1 in = 869 ft
Map created by Chloe Allen
Planner 1 on 9/16/2024



Draft
Town of Smithfield
Planning Board Minutes
Thursday, October 3rd, 2024
Town Hall Council Chambers
6:00 PM

Members Present:

Chairman Mark Lane
Vice-Chairman Debbie Howard
Alisa Bizzell
Doris Wallace
Tara Meyer (Arrived Late)
Ashley Spain
Bryan Stanley

Members Absent:

Wiley Narron

Staff Present:

Stephen Wensman, Planning Director
Chloe Allen, Planner I
Julie Edmonds, Administrative Support Specialist
Andrew Harris, Finance Director

Staff Absent:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

IDENTIFY VOTING MEMBERS

APPROVAL OF AGENDA Doris Wallace made a motion to approve the agenda, motion seconded by Ashley Spain. Unanimously approved by all.

APPROVAL OF MINUTES September 5th, 2024

Debbie Howard made a motion to approve the minutes, seconded by Doris Wallace. Unanimously approved.

NEW BUSINESS

RZ-24-07 Village on the Neuse: Eric Villeneuve (Village on the Neuse, LLC) is requesting approval of a rezoning from R-20A to R-8. The proposed development is adjacent to Holland Drive to the south and Smithfield Middle School to the north, fronting on Buffalo Road. The properties are further identified by the Johnston County Tax ID#s 14001001 and 14075011A.

Chloe Allen presented RZ-24-07 to the Planning Board. She explained the applicant is requesting to rezone 2 parcels of land (34.28 acres and 7.98 acres) from R-20A (Residential/Agriculture) to R-8 (Single, Two, and Multi-family Residential). The properties are located on the West side of Buffalo Road, South of Smithfield Middle School and approximately 130 feet North of Holland Drive. The proposed use will be detached single-family residential housing. The Town Plan (comprehensive plan) guides this property for Medium Density Residential. The proposed rezoning is appropriate. Planning Staff recommends approval of zoning map amendment, RZ-24-07, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the amendment is reasonable and in the public interest.

Eric Villeneuve of Apex, NC came forward on behalf of Village on the Neuse, LLC. None of the board members had any questions for the applicant.

Dan Simmons of Everett Lane came forward. He doesn't agree with the rezoning to R-8. He stated it allows single, two and multi-family residential. He is aware the applicant says he's planning to build single-family homes but he

could easily change that to multi-family or duplexes after the property is rezoned to R-8. If the applicant rezoned to R-8 conditional use and there be a condition of single-family only.

Planning Director Stephen Wensman said Mr. Simmons is correct. The applicant has expressed to Mr. Wensman that they plan on a single-family development. The applicant can change their plans after being granted the requested rezoning to R-8 and build duplexes or apply for a Special Use Permit and build multi-family residential.

Mark Lane asked if the applicant considered conditional zoning when he made application?

Stephen Wensman said he did look at the other two conditional zones and the controversy. He said he would build 8,000 sq. foot lots.

Ashley Spain asked what the difference in lot sizes was in an R-20A zoning district.

Stephen Wensman said R-20A lots would be 15,000 sq. foot lots and R-8 would be 8,000 sq. foot lots.

Debbie Howard made a motion to recommend approval of zoning map amendment, RZ-24-07, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest, seconded by Alisa Bizzell. Denied by Ashley Spain, Doris Wallace, Mark Lane and Bryan Stanley. (2) Yays (4) Nays

Stephen Wensman advised the applicant to withdraw this application before it goes to Town Council and immediately reapply for a conditional rezoning with a masterplan.

S-24-05 Powell Tract Subdivision: Lanny Clifton (Lan Development, LLC) is requesting approval of a preliminary plat for a 19-lot single family subdivision on 11.1 acres. The proposed development is on Swift Creek Road approximately 2300 feet north of the Cleveland Road intersection. This property is further identified by the Johnston County Tax ID# 15I08014 ***This agenda item was quasi-judicial so the minutes aren't available.***

SUP-24-02 Heritage Townes at Waddell: Samuel O'Brien (Shovel Ready Johnson, Inc) is requesting a special use permit for Heritage Townes at Waddell, a 17-unit townhouse development on 1.88 acres of land in the R-8 Zoning District. The proposed development is located 19 and 21 Waddell Drive, approximately 460 feet north of the Brightleaf Boulevard and Waddell Drive intersection, and further identified by the Johnston County Tax ID#s 15005023, 15005022, and 15005022A. ***This agenda item was quasi-judicial so the minutes aren't available.***

SUP-24-05 Stadler Station: Brown Investment Properties is requesting a special use permit for Stadler Station, a 168-unit residential apartment project on 13.17 acres of land in the B-3 Highway Entranceway Zoning District. The proposed development is located at the intersection of Peedin Road and Components Drive with the Johnston County Tax ID# 15074012E ***This agenda item was quasi-judicial so the minutes aren't available.***

CZ-24-06 Finley Landing Revision: Carolina Land Group, LLC is requesting a rezoning of 47.8 acres within the Finley Landing (formerly Floyd Landing) development. This area was previously proposed to have 360 apartment units, and the rezoning is for an alternate plan consisting of 168 townhouse units in place of the apartments. The Finley Landing development is located along US Hwy 70 Business across from the Amazon Warehouse. This property is further identified by Johnston County Tax ID# 15077035H.

Planning Director, Stephen Wensman presented CZ-24-06. He explained the applicant was seeking approval for an alternate plan for 168 townhouse units in place of the apartments, while retaining the option for the original plan for 360 apartment units. If approved, the townhouse units would be fronting on streets with a 50-foot-wide public right-of-way. In the alternate plan, the pool house and swimming pool amenity near the entrance will be replaced by a tot lot playground and dog park elsewhere in the development area.

The proposed townhomes associated with this master plan amendment include 2-story and 3-story structures – all with one car garages and:

- Maximum height of 40-feet.
- Minimum interior lot area is 1900 sq. ft. (19'x100') and perimeter lot areas is 2100 sq. ft. (20'x105')

- Minimum (interior lot width is 19-feet and perimeter lot width is 20-feet).
- Front yard setback: Front = 30-feet, same as townhouses elsewhere in the development
- Minimum rear yard setback is 20-feet for the interior townhomes, 15-feet for the perimeter townhomes.
- Minimum 2 parking spaces per townhome on the lot (plus 128 auxiliary).
- Minimum driveway width = 9-feet.
- All proposed townhomes will be 3-bedroom units.

Planning Staff recommend the Planning Board recommend approval of the Finley Landing alternate plan, CZ-24-06, with the following condition:

1. That the future development plans for the project be in accordance with original CZ-21-03 masterplan and conditions or as hereby amended as an alternate plan for the 47.8 acres area:
 - a. Townhouses shall have a minimum building separation of 20-feet.
 - b. Townhouse driveways shall have a minimum width of 10-feet.
 - c. 10-foot reduction in public R/W width (50-foot public rights-of-ways) the streets with townhouses.
 - d. 20-foot reduction in the distance between townhomes (40-feet to 20-feet).
 - e. 5-foot increase in maximum height for townhomes in this area (35-feet to 40-feet).
 - f. Driveway widths from 12-feet to 10-feet.
 - g. Architectural Standards (amended area only):
 - End units facing a public ROW must include a minimum of two (2) windows.
 - End units facing a public ROW must include screening landscaping the side yard.
 - Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
 - Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
 - Garage Doors: shall contain decorate details or carriage style adornments
 - Garages are all single car with an 8-foot-wide door.
 - 2 and 3-story townhomes.

Mark Lane and Debbie Howard expressed they liked this alternate plan better than the previous one.

Joe Faulkner of the CE Group came forward representing the applicant, Carolina Land Group. The current builder has been interested in expanding a different product type and offer different price points. This alternate plan will allow them to do that.

Doris Wallace made a motion to recommend approval of the zoning map amendment, CZ-24-06, with 1 condition of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and, in the public, Interest, seconded by Bryan Stanley. Unanimously approved.

Planning Director, Stephen Wensman briefly explained to the Planning Board he would be bringing multi-family regulations from the UDO to them at the next meeting. He wants the Planning Board to consider updating them.

Old Business

None

Adjournment

Tara Meyer made a motion to adjourn, seconded by Debbie Howard. Unanimously approved.

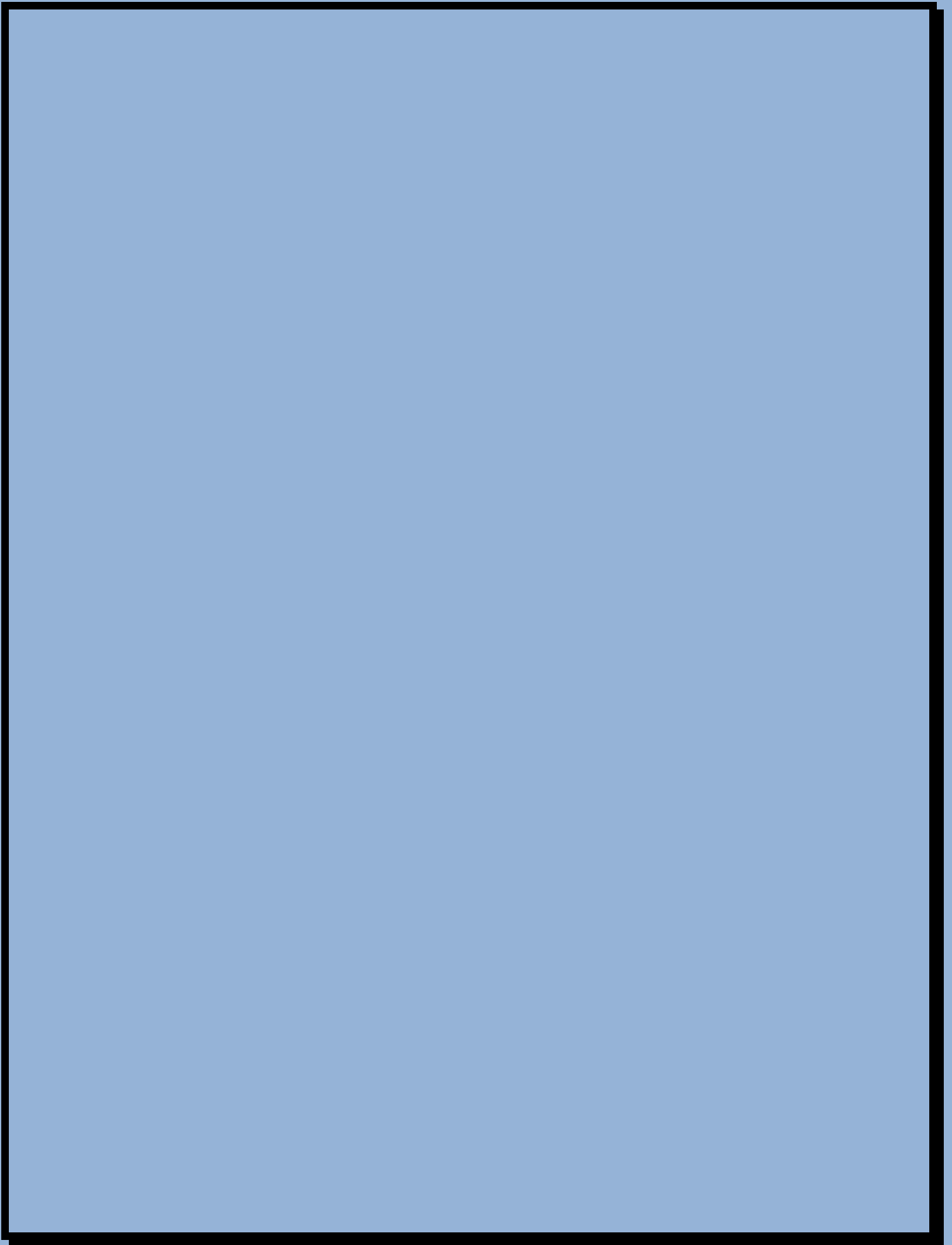
Next Planning Board meeting is November 14th, 2024, at 6pm.

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, August 13, 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
Marlon Lee, District 1
Sloan Stevens, District 2
Travis Scott, District 3
Dr. David Barbour, District 4
John Dunn, At-Large (Departed 8:59 pm)
Stephen Rabil, At-Large

Councilmen Absent

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Jeremey 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

Robert Spence, Jr., 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 Barbour followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Mayor Pro-Tem Wood made a motion, seconded by Councilman Barbour, to approve the agenda amended as follows:

Move Consent Agenda Item 9: *Bid Award to Starling & Hines Heating and Air in the amount of \$65,430.00 for the replacement of six HVAC units* to Business Item 6.

Add Business Item 7: Update on the Employee Pay and Classification Study
Unanimously approved.

PRESENTATIONS:

1. Administering the Oath of Office to newly promoted Police Lieutenants Christopher Blinson & David Tyndall

Mayor Moore administered the Oath of Office to Lt. Christopher Blinson and Lt. David Tyndall

2. Johnston County Water Sewer Regional Authority Update

Lee Worsley of Central Pines Regional Council of Government presented the Council with an update on the Water and Sewer Regionalization Study. He explained the focus of tonight's presentation was the ongoing collaboration on water and sewer services, a vital topic given the rapid growth in the area. Local governments were already collaborating, but were exploring the possibility of more formal agreements, or even the formation of a regional authority to manage water and sewer across Johnston County.

He stressed that no final decisions had been made and conversations about the future and options were ongoing. The options could range from continued cooperation through interlocal agreements to the creation of a fully self-contained water and sewer authority. The goal over the next three years was to explore what it would take to form a county-wide authority, if that's the direction the local governments decide to pursue.

However, Smithfield and other municipalities will have the final say in these decisions. Immediate next steps include reaffirming commitments from local governments to explore these options, forming technical advisory committees, and developing stakeholder engagement plans to ensure transparency and input from the community.

Councilman Scott thanked Mr. Worsley for the presentation and highlighted Smithfield's strong position regarding water services, as shown by recent data and reviews. He emphasized the importance of ensuring Smithfield gets a fair deal in any regionalization efforts and keeping costs reasonable for residents, particularly during growth and new development. He stressed that new infrastructure should be funded fairly, without burdening current customers. Councilman Scott also mentioned that while Smithfield has control over its clean water, it has less influence over wastewater but remains engaged in ongoing discussions.

Councilman Stevens stressed the importance of Smithfield's involvement in regional water and sewer discussions but expressed concerns about whether it would save the town money in the short and long term, especially for citizens' rates. He urged for public involvement and sharing meeting information online, noting that key decisions will be made in the coming years. Councilman Stevens also highlighted Smithfield's strong water position but emphasized the need to carefully consider long-term impacts.

Councilman Dunn informed the Council he needed to be excused at approximately 8:30pm.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to excuse Councilman Dunn from meeting at approximately 8:30 pm. Unanimously approved.

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

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

Town Manager Michael Scott provided background on the request for the Council to consider amending the Unified Development Ordinance (UDO) to remove multi-family developments from the B3 zoning district. He clarified that the request was made under his direction to ensure the discussion happens publicly and transparently.

He further explained that this issue had been under consideration since April, following discussions on Smithfield's economic development strategic plan, which emphasized the need for land for business expansion and residential growth. He addressed concerns about how the public hearing was advertised, stating that the notice was properly handled according to statutory requirements and followed the same procedure as previous UDO amendments. He emphasized that the intent was not to exclude multi-family housing in Smithfield but to give the Town Council more control over developments in the B-3 district.

Planning Director Stephen Wensman explained that multi-family developments were currently allowed in the B-3 zoning district under a special use permit. However, the proposed ordinance amendment would remove multi-family as a permitted use in B-3. Developers would need to rezone to a different district if they wish to pursue multi-family housing.

Mr. Wensman noted that B3 was the largest and most expansive zoning district, often including intensive uses like car dealerships and warehouses, which may not be suitable next to residential areas. He emphasized that the amendment would give the Town Council more control over future developments and align zoning with the town's comprehensive plan. While existing multi-family properties in B-3 would become legal non-conforming, the amendment would help the town better manage growth and maintain appropriate land use.

He pointed out that other towns handle multi-family zoning differently, and Smithfield was facing an influx of multi-family development proposals. Staff supported the ordinance as consistent with the town's growth plan and in the public interest. He noted that the planning board recommended that the Council delay final action until it could present its recommendations.

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

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

Michael McLamb questioned if the text amendment was adopted, would multi-family be allowed in the B-3 zoning district by Special Use Permit. Mr. Wensman explained that a special use permit allowed multi-family developments under certain conditions, with the developer required to follow all UDO regulations and supplementary standards. Approval of such permits was based on seven findings of fact, and the process was treated like a quasi-judicial hearing, meaning there can be no discussions between the developer, council, or staff outside the formal hearing.

He noted that if a project with a special use permit was not started within six months, the approval expired. In contrast, conditional zoning offered more flexibility, allowing negotiation between the developer and the town to adjust regulations in exchange for additional features like landscaping or lighting. Conditional zoning approvals were valid for two years, and if no action was taken, the town can rezone the property. However, any subsequent developer must follow the originally approved site plan unless they pursue a rezoning.

Mark Lane resident of the ETJ area and chairman of the planning board, addressed the council, apologizing for a misunderstanding regarding a question about mailings. He clarified that the question was based on the assumption it was a zoning change, not a text amendment. He mentioned that during two planning board meetings, the focus had been solely on removing multi-family housing from B3, and they were unaware of the possibility that it could remain in B-3. He expressed frustration, noting that clearer communication from the start would have saved time and confusion.

Stephen Wensman clarified that multi-family housing was being removed from the B-3 zoning district, but properties currently zoned B-3 have the option to rezone to a different district to allow for multi-family developments. He reiterated that the intention was to remove multi-family from the B3 zone.

Olita Boone, president of the Johnston County Association of Realtors, opposed the amendment to remove multi-family housing from the B-3 zoning district. She stressed that this change would worsen the housing crisis for middle-income families and essential workers by limiting affordable housing options. Bowman urged the council to reconsider the amendment to promote inclusive and affordable housing for all community members.

Debbie Johnson-Howard, a planning board member and Smithfield resident, requested that the council delay final action on the B3 zoning change until the planning board can present its recommendations. She cited concerns from citizens, a desire for input from the Johnston County Board of Realtors' housing needs study, and the lack of formal notification to B3 property owners about the potential change. Howard emphasized that those affected should be informed in advance and asked the Town Manager if statute 160D-602, which he referenced, applies to text amendments.

The Town Manager clarified that, according to David Owens from the School of Government, map amendments require individual mailings, but text amendments do not. Therefore, the mailing requirement did not apply to the B-3 text amendment.

Catherine Wynn informed the Council about a housing study being conducted by a nationally recognized agency, Bowen National Research, to assess Johnston County's housing needs. She mentioned that the data would be available by the end of the month and requested that the council delay the B-3 amendment until the study's results can be reviewed to better understand the community's housing needs.

Paul Embley shared a historical overview of Smithfield's challenges with attracting residential development, despite past incentive programs. Rising land costs in nearby areas have led developers to shift focus to Smithfield. He emphasized the need for affordable housing, including multi-family units, for essential workers like teachers, police, and firefighters. Embley also highlighted changing housing preferences, with younger generations seeking low-maintenance options. He urged the Council to consider the growing demand for affordable housing in Smithfield, driven by economic challenges and increasing population.

Teresa Daughtry expressed concern about the Council's direction, stating that Smithfield needs to embrace change and that developers do not feel welcomed. Mayor Moore responded by affirming that the Council's duty was to act in the best interest of the entire town, not just one segment or industry.

Greg Evans shared his appreciation for the Council's work, noting his experience in cities with poor planning. He clarified that he misunderstood the meeting's purpose, thinking multi-family housing was being restricted, but realized the Town was aiming for more control over it. He encouraged the Council to review buffering requirements as part of the zoning process to avoid future issues with neighbors.

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

Councilman Scott expressed his concerns and confusion about the B-3 zoning amendment, agreeing with citizens that communication on the matter could have been clearer. He noted that while he initially thought the amendment would remove multi-family housing from B-3, it appeared to add a layer of complexity by requiring rezoning. He emphasized the need for proactive planning rather than reactive decisions, suggesting the town focus on economic development and possibly hold a retreat to set clear goals and priorities. He also requested further discussion before making a final decision on the amendment, highlighting the importance of understanding the broader impacts on zoning.

Mayor Moore pointed out that the agenda clearly stated that conditional rezoning was an alternative to special use permits, addressing confusion about the process.

Councilman Stevens noted that 70% of the 3,914 housing units approved since 2019 were multi-family. He emphasized the importance of collaboration. He further stated the B-3 zoning district should be preserved for businesses.

Councilman Barbour highlighted the decline of West Smithfield's commercial area and stressed the need to prioritize business development over residential use in B-3 zones. He expressed his opposition to rezoning B-3 areas for multi-family housing, citing his constituents' desire for more businesses.

Mayor Pro-Tem Wood shared that, like Councilman Barbour, he hears from residents in West Smithfield who remember when it was a thriving area. He expressed concern about the 72% multi-family development rate, stating it felt unbalanced. He emphasized that residents primarily ask for more businesses, not multi-family housing, and urged the need to control B-3 zoning to preserve retail and commercial space.

Councilman Scott sought clarification on the conditional zoning process and how it applied to B-3 properties. He raised concerns about how future developments would proceed if the zoning changes, suggesting a need for further discussions with the planning board to address these broader UDO issues.

Mr. Wensman explained that B-3 properties seeking multi-family development would need to be rezoned to an R-8 district, which could be considered depending on the comprehensive plan's guidance. He emphasized that the process would vary based on the property's location and specifics.

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

Councilman Scott made a motion to table a decision on this matter. Before a second could be made, Mayor Moore addressed those in attendance.

Mayor Andy Moore thanked the attendees and planning board members for their contributions. He emphasized Smithfield's rapid residential growth, with approximately 4,000 new homes, and the need to protect land zoned for business along major highways to attract businesses. He clarified that removing multi-family housing from B-3 zoning wouldn't eliminate it but would give the Council more control through conditional rezoning, allowing collaboration with developers. He stressed that multi-family housing was already permitted in other districts and that this amendment would not drive-up housing costs. He further addressed misconceptions, stating that this proposal wasn't rushed and was necessary to prevent business-zoned land from being consumed by residential developments. He also dispelled rumors about his personal motives, affirming that townhomes already exist near his home and that his support for the amendment was in the best interest of Smithfield's citizens. Moore concluded by reaffirming his commitment to doing what is right for the Town.

Councilman Scott noted that reviewing the comprehensive growth map with Councilman Stevens provided helpful insights. He emphasized the importance of considering infill areas for multi-family housing and highlighted the value of workshops for discussing such issues. He acknowledged that the conditional zoning (CZ) process offered flexibility for the Council and staff to evaluate projects case by case. He expressed that he hadn't fully understood how the amendment would play out before the meeting but found the discussion helpful.

Councilman Barbour made a motion, seconded by Councilman Stevens, 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 was reasonable and in the public interest. Councilman Barbour, Councilman Stevens, Mayor Pro-Tem Wood and Councilman Dunn voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Rabil voted against the motion. Motion carried four to three.

CITIZEN'S COMMENTS:

- Emma Gemmell provided the Council with a timeline and questions about the social district, emphasizing the need for transparency and public input. She expressed pride in the town's volunteers but raised concerns about citizens feeling unheard and discouraged from speaking out due to potential repercussions. She highlighted unanswered questions regarding the social district's costs, responsibilities, and legal liabilities. She urged the Council to reconsider the social district's approval and called for greater transparency and communication with the public.
- Pam Lampe raised concerns about a lack of transparency during the July 16, 2024, Council meeting when the social district was passed. She referenced an editorial criticizing the decision to proceed without full council attendance, suggesting the outcome could have been different if all members were present. She urged the council to either reconsider the social district issue through a motion or halt approval of agenda item five regarding the social district's operation plan until all citizen questions were addressed. She emphasized the need for transparency and proper representation.

CONSENT AGENDA:

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

1. Minutes
 - a. May 20, 2024 – Budget Session
 - b. July 16, 2024 – Regular Meeting
2. Special Event: Bulldog Backyard Kickback – Approval was granted to allow Bulldog Harley-Davidson to hold an event at 1043 Outlet Center Drive on August 24, 2024 from 11:00 am until 3:00 pm. Approval was also granted to allow amplified sound, a food truck and merchandise for sale.
3. Approval was granted to adopt a Grant Project Ordinance
4. Approval was granted to close out a Grant Project Ordinance and a Capital Project Ordinance
5. Approval was granted to adopt various budget amendments
6. Approval was granted to amend the FY 2024-2025 Fee Schedule
7. Approval was granted to enter into an agreement with WhithersRavenel in the amount of \$262,500 for the Spring Branch Drainage Repairs Project
8. Bid was awarded to Daniels Inc. of Garner in the amount of \$246,305.15 for the FY 2024-2025 Street Resurfacing Project. Bids received were as follows:
 - Garris Grading & Paving. \$238,950.45
 - Legion Asphalt, Inc. \$260,632.66

- Turner Asphalt LLC. \$395,583.54
- Barnhill Contracting. \$460,516.57
- Daniels Inc Garner. \$246,305.15
- ST Wooten Corp. \$340,606.54

9. New Hire Report

<u>Recently Hired</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.
<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>	
Asst. Aquatics Supervisor	P&R – Aquatics	10-60-6220-5100-0200	
Equipment Operator	PU – Streets	10-30-5600-5100-0200	
Facility Maintenance Specialist	PW – Appearance	10-60-5500-5100-0200	
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	
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	

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.

Stephen Wensman presented information on a B3-zoned property near Walgreens, which sits at the intersection of various zoning districts and land uses. The comprehensive plan had designated this area for medium-density residential, aiming to provide multi-family housing near essential services like hospitals. He noted that the site had challenges, including a 50-foot setback, a 30-foot utility easement, and likely DOT restrictions on access to Brightleaf Boulevard, with access potentially through Walgreens or Hancock Street. He explained that the B-3 zoning allowed for a variety of commercial and office uses, although multi-family housing was removed as an option that evening. He recommended approval of the applicant's request, stating it aligned with the comprehensive growth plan and is compatible with surrounding land uses.

Councilman Stevens questioned if the intent for the property was to remain commercial. The applicant, David Dupree, stated that they intended for the property to remain commercial and currently had a medical user interested in building a facility. He confirmed that their original intent for the property had always been commercial since they acquired it.

Councilman Scott made a motion, seconded by Councilman Rabil, 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. Unanimously approved.

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**

Planning Director Stephen Wensman explained that the Town adopted a vacant building registration ordinance in 2020 to address vacant properties. In 2022, revisions to ordinances 512 and 513 were made, but these updates unintentionally removed the vacant property registration portion. As a result, staff is requesting the council approve a new Section Five, Division Three, to reintroduce regulations for vacant property maintenance and appearance. The proposed ordinance also establishes an appeals process

through the board of adjustments. Staff requested the council's approval of the amendment.

Mayor Moore asked if there were any question from the Council.

Councilman Barbour asked if, once approved, the ordinance would take effect immediately and if properties would start being added to the list right away. Mr. Wensman confirmed they would begin working on it, noting that some properties have been out of compliance for a long time, despite claims of pending deals. Councilman Barbour emphasized that once the policy was in place, property owners would need to act, and the process would begin regardless of pending deals. Mr. Wensman also mentioned that a new full-time code enforcement officer will prioritize these issues.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, 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. Unanimously approved.

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

Public Utilities Director Ted Credle requested that the council accept a \$500,000 funding package from the NC Department of Environmental Quality and adopt Resolution 752. This funding would help the town comply with the EPA's revised lead and copper rule, which mandates the identification and eventual replacement of lead service lines. The funding includes a 60% grant, with the remaining \$200,000 as a 0% interest loan, repayable over five years at \$40,000 per year. Credle explained that while the EPA has set a 10-year goal to eliminate lead service lines, the responsibility for replacing private service lines is still unresolved. The funding will cover field investigations, public outreach, and database updates.

Councilman Scott asked questions about older pipes, the extent of the Town's responsibility, and potential costs to homeowners. Mr. Credle clarified that identifying lead lines was the first step, but further guidance from the EPA was needed on homeowner responsibilities.

Councilman Barbour questioned if only the grant was needed. Mr. Credle explained that the 60/40 split between grant and loan had to remain.

Councilman Stevens made a motion, seconded by Mayor Pro-Tem Wood, to adopt Resolution No. 752 accepting the funding package from NCDEQ and to approve the contract amendment with WithersRavenel to develop an in-depth plan to replace all lead service lines in the Town service area. Unanimously approved.

4. Consideration and request for approval of a contract amendment with WithersRavenel to develop an in-depth plan to replace all lead service lines in the Town service area

This item was approved with business item 3 by a vote of the Town Council.

5. Consideration and request for approval to approve a Maintenance and Operations Plan for the Social District

Town Manager Michael Scott presented the Downtown Smithfield Social District Management and Maintenance Plan, a requirement for obtaining a permit for the district. The plan, based on templates from other communities, outlined responsibilities for security, sanitation, and signage. The Police Department would handle security, and the Town would provide sanitation, including adding trash cans where needed. The Downtown Smithfield Development Corporation (DSDC) would purchase and install signs indicating whether businesses allow alcohol. The Town Manager requested the Council approve the plan and signage to proceed with filing for the state permit.

Mayor Moore asked if there were any question from the Council.

Councilman Barbour raised questions about the wording of the management plan, specifically how the Town of Smithfield's role in managing the social district was defined. He wanted clarity that the Town's involvement

was limited to security and sanitation. Town Manager Michael Scott agreed that the language could be adjusted to reflect this. Councilman Barbour also sought clarification on alcohol regulations for establishments in the social district. He further asked about trash receptacles at exit points, signage requirements, and disposal of unused alcohol, which the Town Manager confirmed would be addressed with signage and trash cans at all district exits.

Councilman Scott echoed concerns about the language in the management plan and raised issues regarding signage, particularly for businesses or entities like churches that don't participate in the social district. He preferred signs indicating participation rather than non-participation. Mayor Moore and Town Manager Scott explained that while the signs were designed by DSDC, changes could be considered if necessary.

Councilman Scott expressed concerns about the Town's liability in managing the social district, noting that if the town is labeled as the manager, it could be at risk in lawsuits. He clarified that he remains opposed to the social district.

Councilman Barbour raised a question about the Town's role in the social district, noting that while the Downtown Development Corporation (DSDC) may manage it, the town is ultimately responsible since it applied for the district and passed the ordinance. He emphasized that the liability rests with the Town of Smithfield.

Town Manager Michael Scott confirmed that the Town had to apply to the ABC board and pass the ordinance, while DSDC manages the district on behalf of the Town.

Mayor Pro-Tem Wood made a motion, seconded by Councilman Stevens, to approve the Maintenance and Operations plan for the Social District. Mayor Pro-Tem Wood, Councilman Stevens and Councilman Rabil voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Barbour voted against the motion. With the vote at a tie, Mayor Moore cast the deciding vote in favor of the motion. The motion passed four to three.

6. Bid Award to Starling & Hines Heating and Air in the amount of \$65,430.00 for the replacement of six HVAC

Mayor Andy Moore disclosed a connection with Mike Hines, part-owner of Starling and Hines Heating and Air, in an unrelated LLC but clarified that this wouldn't affect the decision.

Councilman Scott asked for clarification on the proposal, noting that while the staff recommended awarding the contract at \$65,430, a lower price of \$59,500 was offered if all six units were replaced at once. He also asked about a competing bid from Heat Transfer Solutions, which was \$57,730 for all six units.

Public Works Director Lawrence Davis explained that the higher initial price was due to uncertainty about replacing all units at once. He also stated that Heat Transfer Solutions, though lower in cost, had poor performance in the past. Town Manager Michael Scott supported this, noting that Heat Transfer Solutions' work had been substandard and emphasized the need for a more experienced and reliable company like Starling and Hines.

Councilman Scott made a motion, seconded by Councilman Barbour, to award the bid to Starling & Hines Heating and Air at the reduced cost for replacing six HVAC units to be installed simultaneously. Unanimously approved.

7. Update on the Pay and Classification Study

Councilman Scott raised the issue of the staff pay increase and asked for an update on the ongoing pay study.

Town Manager Michael Scott expressed frustration with the delay, noting that he has been meeting with the company handling the study multiple times a week. He set a deadline for the end of the month to receive the necessary data and was expecting more. The process currently involves placing maximum salaries into a market-based spreadsheet.

Councilman Scott also suggested considering a cost-of-living adjustment (COLA) for staff if the pay study continues to be delayed, emphasizing that employees deserve this.

Councilmembers Comments:

- Councilman Stevens reminded everyone about National Night Out happening the next evening at the Community College from 5 to 8 PM, featuring free food and activities for kids and families. He encouraged council members to join him. He also raised concerns about the impact of fiber optic work downtown, noting that a business's operations were significantly affected due to road closures for the installation. He suggested the possibility of requiring contractors to work at night in business areas or adjusting their setup to minimize disruptions. Town Manager Michael Scott acknowledged the concern and said they would investigate it.
- Councilman Barbour Councilman Barbour addressed the council, referencing an email he had previously sent regarding the social districting process. He clarified that while nothing improper occurred, the controversy surrounding the issue highlighted the need for full transparency and participation in future non-urgent matters. He submitted the email for the official record to ensure clarity. He also reminded the Council of the Drone Fly In Event on October 12, 2024 at Gertrude B. Johnson park.

Councilman Barbour also praised the town staff, including public works, fire, and police departments, for their outstanding work and noted that the community consistently offers positive feedback about town employees.

- Mayor Pro-Tem Wood shared that a resident had called after her trash was missed during pickup. After contacting Town Hall, Sanitation staff promptly addressed the issue and returned the same day to collect the trash. The resident was very appreciative of the quick response and asked Mayor Pro-Tem Wood to publicly thank staff for their efficient service.
- Mayor Moore Mayor Andy Moore expressed gratitude to the Town staff for their exceptional customer service, particularly noting how sanitation crews proactively collected trash before the storm, impressing residents. He also thanked the Police, Fire, Parks and Rec, and utilities departments for their preparedness and efforts during the storm, emphasizing the professionalism of the staff.

Mayor Moore provided an update on the goals he set when running for mayor. His first goal was to increase police department staffing, which he stated was progressing well. The second goal was to improve street paving efforts, and funding has been increased to address this. His third goal was to attract new business and industry to Smithfield, allowing residents to work where they live. He highlighted the recent passing of the B-3 district amendment as a step in the right direction.

Mayor Moore addressed comments from the meeting that disturbed him, especially concerning developers' opinions. He emphasized that he receives positive feedback from developers, including a voicemail from the Franklin Towns developer praising the town staff. He acknowledged the challenges of public criticism during the B3 discussions but remained committed to open communication. Finally, he thanked the council and staff for their ongoing efforts in supporting the Town's progress.

Town Manager's Report:

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

- Town Manager Michael Scott commended the police department for their hard work in ensuring that all Smithfield schools now have school resource officers, a significant achievement supported by the Council during the budget process.
- He reminded everyone about the National Night Out event the next day, inviting all to attend and enjoy the activities.
- Additionally, he mentioned that the River Regatta, canceled due to the storm, is rescheduled for Saturday, August 24, contingent on river conditions.

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

Councilman Rabil made a motion, seconded by Mayor Pro-Tem Wood, to go into Closed Session

pursuant to the aforementioned statute. Unanimously approved at approximately 10:19 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to reconvene the meeting in Open Session. Unanimously approved at approximately 10:50 pm

No action was taken by the Council after the Closed Session.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Rabil, to adjourn the meeting. The meeting adjourned at approximately 10:51 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, August 20, 2024 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor Pro-Tem Roger Wood presided.

Councilmen Present:

Travis Scott, District 3
Dr. David Barbour, District 4
John Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

M. Andy Moore, Mayor
Marlon Lee, District 1
Sloan Stevens, District 2

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Jeremey 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

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

Mayor Pro-Tem Wood called the meeting to order at 7:00 pm

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Scott made a motion, seconded by Councilman Barbour, to approve the agenda amended as follows:

Remove from the Public Hearings: Item 3: *Special Use Permit Request – Heritage Townes at Waddell (SUP-24-02): Samuel O'Brien (Shovel Ready Johnson, Inc) is requesting a special use permit for Heritage Townes at Waddell, a 16-unit townhouse development on 1.88 acres of land in the R-8 Zoning District. The proposed development is located 19 and 21 Waddell Drive, approximately 460 feet north of the Brightleaf Boulevard and Waddell Drive intersection, and further identified by the Johnston County Tax ID#s 15005023, 15005022, and 15005022A.*

Add to the Consent Agenda: Item 2. *Special Event Amendment: Consideration and request for approval to amend the DSDC Octoberfest event to include closing a portion of the 200 block of Johnston Street to add additional children's events.*

Add Councilmember's Comments

Unanimously approved.

PUBLIC HEARINGS:

- 1. Conditional Zoning Request - Massey Street Subdivision (CZ-24-04):** Adams & Hodge Engineering, PC is requesting the rezoning of approximately 0.38 acres of land located on Massey Street on the block between South Sixth Street and South Seventh Street, also identified by the Johnston County Tax ID 15026054 and 15026055, from R-8 to R-8 Conditional with a plan for three detached single-family residential homes

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

Planning Director Stephen Wensman explained that Adams and Hodge submitted a conditional zoning request to rezone 0.38 acres of land on Massey Street, located between South Sixth and South Seventh Streets (identified by Johnson County IDs 1506054 and 15026055), from R8 to R8 conditional. The proposal included the development of three detached, single-family homes designed as an extension of the nearby Spring Branch Commons Phase Two. These homes would feature two-story architecture with board and batten lap siding and shakes, more elaborate than those in the existing Phase Two, and would be accessed via a private 16-foot-wide alley, providing rear vehicular access. The development would match the lot sizes and setbacks of Spring Branch Phase Two.

The comprehensive plan guides this area for medium-density residential development, supporting a density of 9.68 units per acre, while this proposal offers a slightly lower density of eight units per acre. Each of the three lots would have frontage on Massey Street, and the development would be walkable to downtown, potentially reducing the need for vehicles. Two parking spaces per home would be provided in the rear, along with roll-out trash bins to be screened from public view.

Key elements of the plan included sidewalks in the Massey Street public right-of-way, shared open space (likely used for stormwater management), and a condition for matching fencing with Spring Branch Phase Two. Conditions for approval also included securing an access easement for the alley connecting to South Sixth Street, ensuring stormwater management, and incorporating HOA agreements for the shared maintenance of amenities. Staff found the development consistent with the town's Comprehensive Plan and unified development code, recommending approval with eight conditions.

Mayor Pro-Tem Wood asked if there were any questions from Council.

Councilman Scott asked for clarification on the driveway situation, wondering if the developer would be responsible for building it. Stephen Wensman explained that the development couldn't proceed without access via an easement on the adjacent property. If the neighboring development (Spring Branch Commons Phase Two) wasn't completed first, the developer would need to build the driveway and negotiate an easement and shared maintenance of amenities.

Mayor Pro-Tem Wood asked for clarification on the wording of a condition, and Wensman confirmed it should state that the project is contingent on the construction of Spring Branch Commons Phase Two or the developer constructing the driveway and handling shared maintenance.

Councilman Barbour raised concerns about the passive open space, noting it seemed to be designated for stormwater management. Mr. Wensman acknowledged that while the space was labeled as passive open space in the master plan, it would likely be used for stormwater. Councilman Barbour also inquired if the developer would pay a fee in lieu of providing public parks, and Mr. Wensman confirmed that this would be addressed during the plat process.

Councilman Scott inquired whether there were any objections from other property owners regarding the rezoning of the Massey Street block. Stephen Wensman responded that Paul Embler, who represented the neighboring property owner, had made them aware of the project. While there weren't any formal objections, there hadn't been extensive face-to-face discussions. At the time of their last conversation, no promises or requests had been made. Councilman Scott noted that it would likely be in the best interest of the neighboring property owner to collaborate with the developer.

Councilman Barbour commented that the proposed design for the development complemented the surrounding block, suggesting it would add value and likely not face objections from neighboring property owners. He noted the design seemed compatible and did not detract from existing properties.

Stephen Wensman agreed, mentioning that as long as details like shared maintenance were worked out through the easement, it should proceed smoothly. Councilman Dunn then asked about an existing house shown in the presentation, to which Wensman confirmed it was built during Phase One, with Phase Two set to have similar homes.

Councilman Dunn expressed concerns that the fencing and architectural designs previously shown might not match what was promised, particularly in terms of shutters and window treatments. He suggested this

should be addressed now to ensure the development meets the town's expectations for upgraded architecture. Mr. Wensman agreed to double-check the architectural details, emphasizing the importance of maintaining higher standards to improve the town's appearance.

Councilman Dunn expressed that he may have misunderstood the original design plan for the development, particularly regarding architectural details. He suggested adding design requirements, such as contrasting materials like vinyl and board and batten siding, to reflect what was previously shown. Councilman Barbour supported this, indicating the houses being built seemed consistent with what was presented, but agreed additional clarity would help.

Stephen Wensman confirmed that the design shown, including shaker siding, would be held to the presented images, and Councilman Dunn recommended adding a condition to ensure the homes reflect the architectural design shown in the presentation.

Further discussion focused on setbacks and fencing. Mr. Wensman explained that the fencing was consistent with Spring Branch Phase One and that the setback on one side of the property was due to a buffer with a neighboring property. Councilman Scott clarified that the space between homes would be 11 feet, with additional buffer space on the right side for the neighboring property.

Mayor Pro-Tem Wood asked if there was anyone in attendance that wished to speak on the matter. There was no one in attendance that wished to speak on the matter.

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

Councilman Scott emphasized the importance of communication between the developers of Phase One and Phase Two of the project, considering the tight space and potential differences between them. He suggested this coordination should either be a condition or clearly noted in the record. Stephen Wensman assured that communication with the adjacent landowner would be essential for the project's success, as they need to secure access. Without an agreement, the project could not proceed.

Councilman Barbour proposed including a formal condition requiring a signed agreement, to ensure access is legally recorded. Wensman confirmed that such a condition was already included, ensuring the necessary easement and agreements.

Mr. Wensman then reviewed the conditions for approval: codifying changes, securing a recorded access easement, removing the shared mail kiosk, requiring an HOA to maintain common areas, addressing architectural standards, managing stormwater, matching fencing to Spring Branch Phase Two, providing trash/recycling storage at the rear of homes, and ensuring the design shown in the presentation matches what is built.

Councilman Dunn suggested that the new condition about architectural design be included under the architectural standards condition. Lastly, Councilman Scott raised a concern about the HOA structure, noting the potential issue of having separate HOAs for Phase One and the three houses in Phase Two. Wensman clarified that the three homes would have their own HOA unless they chose to combine with the larger subdivision, which would require legal agreements.

Town Attorney Bob Spence clarified that for the three-lot development, restrictive covenants might be more appropriate than an HOA, especially given the small number of homes. These covenants would ensure shared responsibilities, such as repaving a common driveway or maintaining a stormwater pond, without the need for a formal HOA. Mr. Wensman agreed that the condition regarding an HOA could be amended to include restrictive covenants as an alternative.

Councilman Barbour raised concerns about the long-term viability of having two separate HOAs (for Phase One and the new development), suggesting it would benefit future homeowners if the two projects were combined under one HOA. Mr. Wensman agreed to discuss this with the developers but noted it couldn't be enforced. Barbour emphasized that a single, unified HOA would help avoid future issues, as smaller HOAs often struggle with management and maintenance responsibilities.

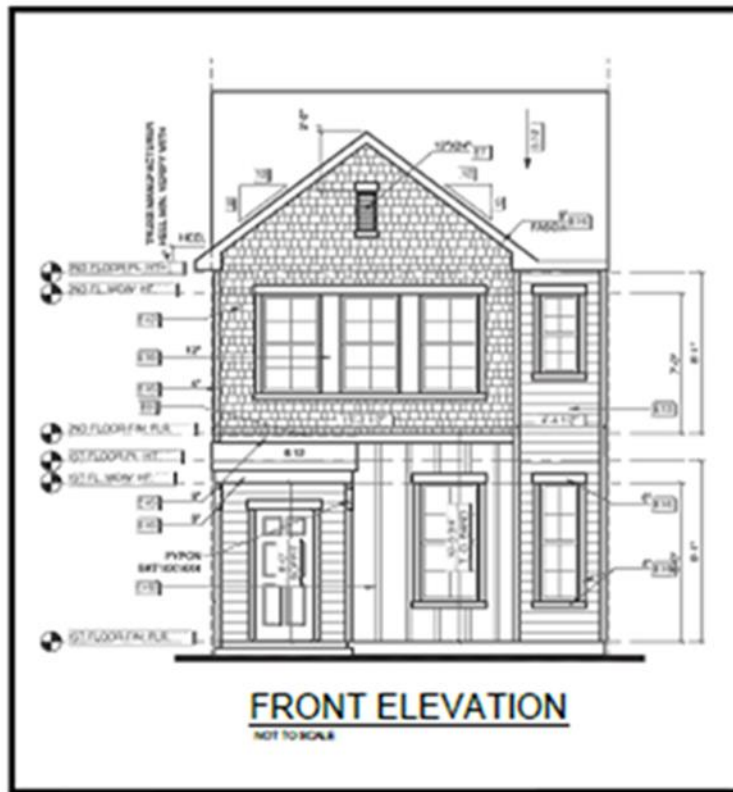
The conversation also touched on stormwater management, with Mr. Wensman assuring that there are mechanisms in place for yearly stormwater reports and code enforcement if maintenance lapses.

Councilman Barbour and Mr. Spence discussed the legal options available if the HOA or homeowners fail to maintain the stormwater pond, including the town stepping in and placing a lien on the property to cover costs.

Councilman Barbour made a motion, seconded by Councilman Dunn, to approve approval of the conditional zoning map amendment, CZ-24-04, with 8 conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

In accordance with Article 4, Part II, the Town of Smithfield Town Council imposes the following 8 additional conditions on this Conditional Zoning request:

1. That the future development plans for the project be in accordance with the approved Master Plan and other UDO regulations with the deviations:
 - Minimum lot frontage reduction from 70 feet to 41 feet.
 - Minimum lot area reduction from 8,000 sf. to 3,444 sf.
 - Driveway (alley width) 16 feet.
 - Front Setback from 30 feet to 10 feet.
 - Side Setback from 10 feet to 5.5 feet.
 - Rear Setback from 25 feet to 20 feet.
2. That a recorded access easement be obtained for the alley access to S Sixth Street.
3. That the approval be contingent on the construction of the Spring Branch Commons Phase 2 development or permission to construct the driveway within an easement.
4. That an HOA or restrictive covenants be established to maintain common areas and amenities.
5. That architectural standards be provided and incorporated in a homeowner's association (HOA) documents and the homes will be built as depicted in the image below:



6. Stormwater management be addressed with the future preliminary subdivision plat and construction plans.
7. Fencing be installed along the street frontage matching that in Spring Branch Commons

Phase 2

8. Storage pads for trash and recycling rollouts shall be provided along the rear façade of each home.

Town Clerk Shannan Parrish administered affirmations to those wishing to offer testimony during the Public Hearing.

- 2. Special Use Permit Request – Hartley Drive Townhomes (SUP-24-01):** TerraEden Landscape & Design LLC is requesting a special use permit for Hartley Drive Townhomes, a 94-unit townhouse development on 9.611 acres of land in the R-8 Zoning District. The property is located north-west of the Hartley Drive and Coates Drive intersection, also identified by the Johnston County Tax ID 15K09010A, 15K09010P, and 15089019A.

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

Planning Director Stephen Wensman presented a special use permit request for a proposed townhouse development consisting of 94 units on 9.611 acres in the R8 zoning district. Multifamily housing is allowed through a special use permit in this district, meaning the project must adhere to all UDO (Unified Development Ordinance) codes. Unlike conditional zoning, which allows flexibility, the developer must strictly follow the established rules.

The development is located near Hartley Drive, which currently ends at an intersection and needs to be extended to provide access to the property. Though Coates right-of-way also exists nearby, it is currently unbuilt and used as a residential driveway. The developer chose to extend Hartley Drive for access rather than use Coates. The surrounding area includes industrial, R20, R8, and R10 zoning districts. Water and sewer will be provided by the Town of Smithfield, while Duke Energy will supply electricity.

The site, currently vacant and wooded, features drainage ditches running east to west, with no wetlands or floodplains present. A 20-foot sanitary sewer easement runs along the western edge of the site, and there are landlocked parcels nearby, but they do not affect the project's access or development. While the developer isn't required to provide access to these landlocked properties, some future development might negotiate additional access points.

The proposed layout includes two entrances from Hartley Drive and three rows of townhouses. The development will include a private parking lot, mail kiosk, and amenity area. The design complies with the UDO, with a Type A buffer on the sides and rear of the property and a Type C screening fence along the industrial boundary. The townhouses will be set back 40 feet from the perimeter, and there will be a 30-foot separation between buildings, adhering to building height requirements.

Hartley Drive, currently a 20-foot-wide DOT standard road, will be widened to 27 feet to meet the town's local street standards, with ditches for drainage. The road extension will include a "hammerhead" turnaround for large vehicles, which has been approved by the fire marshal. Sidewalks will be constructed along Hartley Drive. Each townhouse will have small entrance porches, patios, and storage areas, with façade modulations to break up the mass of the units. The materials will be a combination of vinyl, brick, and stone, but specific materials have not been fully identified.

The 17.5-foot-wide townhouses will be among the narrowest in the town, similar to those at East River. The buildings will be 30 feet tall, and each townhouse will have over 36 square feet of storage space, exceeding the requirements. Rollout trash containers will be stored in the rear of the buildings and moved to designated medians for trash pickup.

The development includes a 5,000-square-foot recreation area at the northern end, with parking and a mail kiosk. While there is no current plan for a playground or tot lot, the recreation area meets the requirements of the UDO. The project will have an impervious surface of 42.8%, necessitating the construction of a stormwater pond, which has been provided in the plans. The HOA will maintain the stormwater system and other common amenities.

The developer plans to run public water and sanitary sewer lines to the individual units, requiring a 30-foot-wide easement for these utilities. Although no signs have been proposed yet, if they are included, they will

be placed in the open space near the entrance. A traffic study will be required because the development is projected to generate more than 800 trips per day. This study will determine whether additional streets are necessary to manage the increased traffic.

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

STAFF'S OPINION ON THE FINDINGS OF FACT

4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. ***The project will not be detrimental to or endanger the public health, safety or general welfare. There are no environmental impacts, public utilities will be provided, stormwater managed, and adjacent properties will be buffered.***

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

4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided. ***The development will provide adequate utilities, drainage, parking and necessary facilities.***

4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas. ***The use will not create such nuisances.***

4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. ***Proper ingress and egress will be provided. A traffic study will be required as part of the development of the site to determine if there are any other traffic or roadway improvements necessary.***

4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property. ***The use will have no adverse impacts on the abutting or adjoining properties.***

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. ***The location and character of the use will be in harmony with the area which consists of medium density residential, both single family and townhomes in the area.***

4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. ***The special use will meet all applicable regulations.***

Planning Staff recommends approval of SUP-24-01 with the following conditions:

1. That the parking lot entrances be constructed in accordance with the Town's standard driveway detail.
2. That a traffic impact study be conducted prior to the preliminary plat.
3. That a 30' wide public utility easement be provided over the proposed water and sewer lines.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the August 20, 2024 agenda packet.

Mayor Pro-Tem Wood asked if there were any questions from the Council.

Councilman Barbour asked Mr. Wensman to display the area of the proposed development on Google Maps or a GIS tool to better understand the roads and current conditions, particularly Coates Road and Hartley Drive. Mr. Wensman explained that Coates Road was paved until it intersects with Hartley Drive, at which point it becomes a residential driveway and is unbuilt to the north. Similarly, Hartley Drive degenerates into a gravel trail with a large ditch near its end.

Councilman Scott inquired about the planned locations for trash receptacles, which Mr. Wensman clarified would be placed in designated medians between parking stalls on trash day, ensuring the cans aren't

scattered. The trash receptacles will be stored behind the homes when not in use.

Councilman Dunn raised a concern about whether end-unit townhouses might install fences that could block the access for middle units to take out their trash. Wensman confirmed that each unit would have access to common open space behind the homes, preventing such issues, and that fencing restrictions could be managed by the HOA.

The discussion then returned to stormwater management, with Councilman Barbour highlighting that a significant amount of water flows through the area, especially from nearby apartments, creating a drainage issue. Wensman explained that the stormwater would be managed by a retention pond on the development site and confirmed that the flow of water would be directed away from the existing neighborhood. Councilman Barbour emphasized that addressing these drainage issues would likely improve conditions for the surrounding community, which had raised concerns about flooding.

Mr. Wensman discussed a utility easement that runs alongside the proposed development, explaining that it must be respected within the design plan. Councilman Barbour then asked about a large cul-de-sac and access road near the end of Hartley Drive, which had previously required cleanup due to water damage. Mr. Wensman confirmed that Hartley Drive, in its undeveloped state, currently consists of a gravel drive and that the traffic study could potentially require further road development, including the extension of Hartley Drive and Adams Road to help disperse traffic.

Mr. Wensman clarified that the developers would extend Hartley Drive as part of the project, but it was not clear whether the entire length of Hartley and Adams should be built out, which was something that would depend on the results of the traffic impact analysis (TIA). He highlighted that Adams Road is currently paved for about 20-30 feet before transitioning into an undeveloped area.

Mayor Pro-Tem Wood asked the applicant if he agreed with the testimony provided by Mr. Wensman and if he had additional testimony to offer. Paul Embler testified that he was in agreement with the testimony offered by Mr. Wensman.

Paul Embler testified that the project met all the town's ordinance requirements for multifamily development associated with townhomes under the special use permit request. He added clarification regarding Hartley Drive, explaining that the properties fronting Hartley Drive, opposite the project, are actually owned by residents living on Powell Street. These property owners bought the land behind their homes, and the accessory buildings on those properties are associated with their Powell Street homes, a detail that wasn't clear from the tax map.

Embler offered to answer any questions and noted that the project's surveyor and engineer were present to address any specific inquiries regarding stormwater and utility needs.

Councilman Scott raised a concern about the long-term impact of trash collection for the proposed townhome development, particularly regarding the potential wear and tear on the parking lot from trash trucks. He asked Mr. Embler whether the development could consider a centralized dumpster kiosk instead of individual trash cans for each unit. Embler explained that while a dumpster could be an option, the current design of the parking lot would handle the weight of trash trucks if needed, as it would be built to support that traffic. However, due to the linear nature of the development, having individual trash pickup near each building was considered more practical, as residents are less likely to walk long distances to a centralized dumpster and might instead use their vehicles to drive trash over.

Mr. Embler then showed the design for the trash bin areas, explaining that each row of townhomes would have designated trash areas between units, with a sidewalk and roll curb for easy placement of bins. These areas would be large enough to accommodate up to eight bins, and each bin would be numbered for specific units. He also noted that the design allows for easy access to the trash areas without excessive walking.

Councilman Scott and Councilman Dunn both inquired about the potential for end-unit residents to install fences that might block access to these trash areas. Mr. Embler recommended that the development not allow fences in a townhome setting for this very reason. He confirmed that behind each unit, there would be a storage building with a screened area for trash bins, ensuring the bins are hidden when not in use. The homeowners' association (HOA) would also have rules in place to prevent individual fencing that could obstruct access to shared spaces.

Mr. Embler further explained that the development would be governed by an HOA to maintain the appearance and long-term functionality of the units.

Councilman Barbour then remarked that the location of the development, being in West Smithfield and off the main roads, would likely result in lower traffic. He noted that the area was not a high-traffic zone and primarily served the people who live there, reinforcing the idea that the development's location would be somewhat secluded from public view.

Mr. Embler explained that the traffic impact from the proposed townhome development would be minimal, as most residents would likely head toward Wake County for work in the morning and return in the evening. He noted that only around eight to ten homes in the residential area would be impacted by traffic, as most of it would pass through the nearby commercial and industrial areas. Additionally, there would be no access from Derwood Stevenson Road due to its controlled access status.

Councilman Barbour asked if it was the developers' intent to pave Hartley Drive, to which Mr. Embler confirmed that they plan to pave the road up to the second entrance to the park, including curbing and guttering. He also clarified that the drainage ditches along the road would be piped to properly manage stormwater runoff.

Mayor Pro-Tem Wood asked if there was anyone in attendance that was duly sworn in who wished to testify on the matter. There was no one in attendance who wished to testify on the matter.

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

Councilman Barbour made a motion, seconded by Councilman Dunn, to approve Special Use Permit SUP-24-01 for Hartley Drive Townhomes, a 94-unit townhouse development on 9.611 acres of land in the R-8 Zoning District with 3 conditions based on the finding of fact for special use permits. Unanimously approved.

Conditions of Approval are as follows:

1. That the parking lot entrances be constructed in accordance with the Town's standard driveway detail.
2. That a traffic impact study be conducted prior to the preliminary plat.
3. That a 30' wide public utility easement be provided over the proposed water and sewer lines.

CITIZEN'S COMMENTS: None

CONSENT AGENDA:

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

1. Minutes
 - a. July 9, 2024 – Regular Session
 - b. July 9, 2024 – Closed Session
 - c. July 11, 2024 – Special Session with DSDC
2. Special Event Amendment: Approval was granted to amend the DSDC Oktoberfest event to include closing a portion of the 200 block of Johnston Street to add additional children's events.

BUSINESS ITEMS: None

Councilmembers Comments:

- Councilman Scott Councilman Scott briefly expressed his appreciation to the Smithfield Police Department, specifically Officer Julie Carrol, for organizing a successful National Night Out event, despite challenges with rescheduling due to rain. He acknowledged the effort and involvement of others

in making the event well-organized.

Town Manager's Report:

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

- Cancellation of the River Rat Regatta due to the high waters in the Neuse River.
- DSDC event on Friday Evening

Adjourn

Councilman Barbour made a motion, seconded by Councilman Dunn, to adjourn the meeting. The meeting adjourned at approximately 8:20 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, September 3, 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
Dr. David Barbour, District 4
John Dunn, At-Large

Councilmen Absent

Marlon Lee, District 1
Travis Scott, District 3
Stephen Rabil, At-Large

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Jeremey 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

Robert Spence, Jr., 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 Barbour followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

Add Closed Session Pursuant to NCGS 143-318.11 (a) (5) & (6)

Unanimously approved.

PRESENTATIONS:

1. Proclamation: Declaring September 17-23, 2024 as Constitution Week in the Town of Smithfield

Mayor Moore read the following proclamation into the record:

**Proclamation
Constitution Week
September 17 – 23, 2024
In the Town of Smithfield, North Carolina**

Whereas, September 17, 2024 marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim September 17th through the 23rd, 2024 to be **CONSTITUTION WEEK** in the Town of Smithfield and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

PUBLIC HEARING: None

CITIZEN'S COMMENTS: None

CONSENT AGENDA:

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

1. Special Events: Fall Fridays on Front – Approval was granted to allow Parks and Recreation Department to hold concerts on the following Friday nights: September 13th, October 11th and November 8th from 4:00 pm until 10:00 pm at the Neuse River Amphitheater. Approval to close South Front Street was also granted.
2. Special Event: Demo Ride Days – Approval was granted to Bulldog Harley-Davidson to hold events on September 6-7, 2024 from 11:00am until 3:00pm at 1043 Outlet Center Drive. A food truck was approved for this event.
3. Special Event: Bike Night – Approval was granted to Bulldog Harley-Davidson to hold an event on September 12, 2024 from 12:00pm until 5:00pm at 1043 Outlet Center Drive. Amplified sound and a food truck were also approved for this event.
4. Special Event: Bikini Competition & Sister Store Gathering – Approval was granted to Bulldog Harley-Davidson to hold an event on September 21, 2024 from 5:00pm until 8:00 pm at 1043 Outlet Center Drive. Amplified sound and a food truck were also approved for this event.
5. Special Event: Smithfield Selma High School Homecoming Parade – Approval was granted to Smithfield Selma High School to hold a parade on October 14, 2024 from 5:00pm until 6:00pm on a portion of M. Durwood Stephenson Parkway. The closure of M. Durwood Stephenson Parkway was also approved for this event
6. Approval was granted to establish a Utility Account Write Off Policy
7. Approval was granted to establish a Utility Allowance for Doubtful Accounts Policy
8. Approval to adopt Resolution No. 753 (14-2024) appointing Andrew Wagner to the Downtown Smithfield Development Board of Directors

TOWN OF SMITHFIELD
RESOLUTION NO. 753 (14-2024)
Supporting an Appointment to the Downtown Smithfield
Development Corporation's Board of Directors

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

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

Directors by Resolution; and

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors has recommended the new appointment of Andrew Wagner; and

WHEREAS, the Town Council is asked to consider this appointment and make a determination.

NOW THEREFORE, BE IT RESOLVED, the Town Council does hereby approve the appointment of Andrew Wagner to the Downtown Smithfield Development Corporation's Board of Directors.

9. New Hire Report

<u>Recently Hired</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I (4)	Police	10-20-5100-5100-0200	\$26.84/hr. (\$60,014.24/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$28.18/hr. (\$63,010.48/yr.)
Part-Time SRAC Pool Staff (2)	P&R – Aquatics	10-60-6220-5100-0220	\$10.00/hr.
Part -Time SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.

<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>
Asst. Aquatics Supervisor	P&R – Aquatics	10-60-6220-5100-0200
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 (9)	Police	10-20-5100-5100-0200

BUSINESS ITEMS:

1. Discussion concerning the establishment of a Stormwater Utility

Town Manager Michael Scott provided a detailed explanation of the stormwater utility fee options, starting with a resolution passed two years ago to establish the utility as part of a half-million-dollar state grant. He explained that the Town now needs to decide how to collect the fees: either as part of the utility bill or as an annual fee on the property tax roll. Staff recommended collecting the fee through the property tax, arguing that it would simplify the process and avoid adding to already high utility bills. Additionally, this approach ensured that property owners, not renters, would bear the responsibility for the fee. Property owners could pass the cost to tenants if they chose.

The Town Manager also explained that collecting the fee as part of the tax bill would be easier to manage in the context of a property tax revaluation, allowing for the possibility of offsetting the fee by adjusting the tax rate if needed. This approach would help maintain control over the fee collection process, whereas managing it through utility billing could become more complicated, especially when dividing the costs among multiple tenants or properties.

Councilman Stevens asked about the possibility of offsetting the fee through the tax revaluation, which the Town Manager confirmed was feasible. He explained that, with the upcoming revaluation, the Council could adjust tax rates to ensure that residents wouldn't experience a significant net increase in their total payments. This option wouldn't be available if the fee were added to utility bills.

Mayor Moore and Councilman Barbour also raised questions, including concerns about how the fee would be managed for customers outside Town limits, and whether the Town could simply keep the tax rate the same without charging a stormwater fee. The Town Manager clarified that the utility fee would only apply to Town residents and emphasized the complexities of managing fees outside the property tax system.

The Town Manager clarified that the Town was required to establish an Enterprise Fund to collect stormwater utility fees as part of the agreement made when accepting the half-million-dollar state grant. This commitment was made when the Council approved the resolution for the stormwater utility study. He

emphasized that doing nothing is not an option due to the Town's obligations under the grant.

Stephen Wensman provided additional details on the study, explaining that the grant allowed for the mapping of the Town's stormwater infrastructure, which was required for the stormwater program. Councilman Stevens asked when the results of the study would be available, to which Mr. Wensman replied that most of the mapping was completed, and they were in the final stages of reviewing data with the consultants. The study has identified the stormwater infrastructure, but not necessarily specific flood-prone areas.

Councilman Barbour inquired about whether the infrastructure mapping would consider height levels of pipes and other details, to which Mr. Wensman responded that the study measured the depth of pipes and that further assessment could follow. Councilman Barbour also questioned the per capita stormwater fees from other cities, and it was clarified that the fee would be applied per household in Smithfield, not per capita.

The Town Manager confirmed that the recommended stormwater fee for Smithfield would be \$6 per household per month, amounting to \$72 annually. He also noted that this fee would only apply to properties within the city limits, not to utility customers outside the limits. The council would decide whether to collect the fee through the property tax bill or utility billing, with staff recommending the property tax option.

Councilman Stevens confirmed that the \$72 fee would be added to property taxes, and the county would collect it along with property taxes, likely charging a small administrative fee for the service. The Council discussed the logistics of this collection method, noting that it would be simpler for residents, especially those with taxes paid through escrow.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to approve the stormwater utility fee to be added to the annual property tax billing. Unanimously approved.

Councilmembers Comments

- **Mayor Andy Moore:** Welcomed Jeff Sullivan, a candidate for the Johnston County School Board, and invited him to speak.

Jeff Sullivan, a candidate for the Johnston County School Board in District 7, introduced himself as a 32-year educator passionate about improving the county's school system. He stressed the importance of strong schools in attracting residents and supporting local businesses. Sullivan shared his personal values, emphasizing the lasting impact of education, and expressed his commitment to ensuring quality education for students.

- **Councilman Lee:** Mentioned that he invited Jeff Sullivan to the meeting, noting that the meeting had moved quickly. He thanked the Council for giving Mr. Sullivan the opportunity to speak.
- **Councilman Barbour:** Announced the upcoming Drone Flying Day on October 12th, featuring a drone race and town-purchased drones for demonstrations. He shared plans for the event and mentioned that attendees could also enjoy Oktoberfest in downtown Smithfield afterward.
- **Councilman Stevens:** Reported on attending an economic development seminar organized by Chris Johnson. He highlighted the need for the council to focus more on economic development and expressed an interest in sharing resources from the seminar with other council members for future discussions.

Town Manager's Report:

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

- Movie in the Park at the Amphitheater is scheduled for September 6th, Friday. E.T will be showing
- The Fall Concert series will kick off on Friday, beginning September 13th. Other dates include October 11th, and November 8th.
- Saturday, October 5th at the Eva Ennis Park Pond, the Parks and Recreation Department will hold a "Kids

Learn to Fish Day.”

- We have received notification that the 9-11 memorial service held at SSS High school will be held again this year.
- Manager Approved Budget Amendments

**Manager Approved Budget Amendments
For the year ended June 30, 2025**

Account #	Account Description	Department	Increase	Decrease
10-10-3400-3400-0003	Special Use Fee	Revenue - General	200	
10-10-3800-3800-0003	Fixed Asset Disposal	Revenue - General	34,375	
10-20-3800-3800-0012	Parking Fees	Revenue - General	250	
10-10-3900-3900-0770	Insurance Recovery	Revenue - General	17,425	
10-00-3900-3900-0000	Fund Balance Appropriated	Revenue - General		52,250
31-72-3900-3900-0000	Fund Balance Appropriated	Revenue - Electric		6,875
31-72-3900-3900-0770	Insurance Recovery	Revenue - Electric	6,875	
10-30-5650-5300-3300	Supplies / Operations	Garage		1,725
10-30-5650-5700-7400	Capital Outlay	Garage	1,725	
10-40-5900-5100-0250	Overtime	Stormwater	125	
10-40-5900-5300-4501	Contract Services	Stormwater		125
10-60-5500-5125-0600	Group Insurance	General Services		6,240
10-60-5500-5125-0610	Retiree Supplemental	General Services	6,240	
10-10-4300-5300-3402	IT Supplies - Planning	IT	600	
10-10-4900-5300-3300	Supplies / Operations	Planning		600
10-10-4110-5300-0770	Insurance and Bonds	Non- Departmental	600	

10-10-4110-5300-0771	Unemployment Compensation League of Municipalities	Non-Departmental		3,725
10-10-4110-5300-5701	Dues Central Pines COG (Triangle J)	Non-Departmental	625	
10-10-4110-5300-5702		Non-Departmental	2,500	
31-72-7230-5300-1700	Equip Maint and Repair	Electric	6,875	
31-00-9990-5300-0000	Contingency	Electric		6,875
31-72-7230-5300-4800	NCEMPA - Non Demand Electric	Electric		8,984,340
31-72-7230-5300-4801	NCEMPA - Demand	Electric	7,828,164	
31-72-7230-5300-4802	NCEMPA - Debt	Electric	1,156,176	
Check:				
Revenues			59,125	59,125
Expenditures			9,003,630	9,003,630
Totals			9,062,755	9,062,755

Closed Session: Pursuant to NCGS 143-318.11 (a) (5) & (6)

Mayor Pro-Tem Wood made a motion, seconded by Councilman Dunn, to go into Closed Session pursuant to the aforementioned statutes. Unanimously approved at approximately 7:37 pm.

Reconvene in Open Session

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood, to reconvene the meeting in Open Session. Unanimously approved at approximately 7:53 pm

Adjourn

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood, to adjourn the meeting until. The meeting adjourned at approximately 7:55.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 10/15/2024

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

Issue Statement

Hanneford Circus would like to operate a circus October 25th to November 3rd 2024 at Carolina Premium Outlets.

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. Event Map



Staff Report

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Hanneford Circus would like to operate at the Carolina Premium Outlets located at 1025 Outlet Center Drive, October 25th-November 3rd, 2024. The hours of operation would be 1:00 pm to 9:00 pm. Amplified sound will be used during those same hours. The applicant will use their own security. This event will take place under a 118 ft round tent and the entrance tent measures 45' 8" x 18'. More than 100 people are expected to attend. Food and goods will be sold. They will sell circus type concessions and souvenirs along with photo ops, pony and train rides and a moon bounce house.



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 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) _____

Hanneford Circus Under the Big Top	Carolina Premium Outlet Center
Name of Event	Location of Event/Use (exact street address)

APPLICANT:

Name Hanneford Circus Adrian Chapay

Address 2773 Snipe Dr. Zolfo Springs, FL 33890

Phone number 941-504-1114

Email address hannefordcircus@yahoo.com

Event date Oct. 25 - Nov. 3, 2024

PROPERTY OWNER:

Name Carolina Premium Outlet Ctr

Address 1025 Outlet Center Dr. Smithfield NC

Phone number 919-989-8757

Email address laura.carriera@simon.com

Event start and end time 1pm - 9pm

Event set up and clean up time 8 am set up and 9 pm clean up

Sound Amplification Type _____

Sound Amplification Start and End Times 1pm and 9 pm

Food Trucks (if applicable) _____ **(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: Use our own security and ushers
(If using Smithfield Police, applicant must contact the PD to schedule security.)

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

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

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

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

Circus for entertainment under the Big Top, we will sell circus type concessions
and novelties === we supply the trash cans, dumpsters, porta johns wash station etc

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.

Adrian Chapay
Applicant's Name (Print)


Signature

10/03/2024
Date

Town Planning Director Signature: 

Date: 10/4/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Hanneford Circus (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) Carolina Premium Outlets
Address 1025 Outlet Center Dr., Ste 905, Smithfield NC *Zip* 27577
Phone Number 919-989-8453 *Email* jgasper@simon.com
Signature: Julie Gasper *Date:* 10/4/2024

OWNER'S CONSENT FORM

Name of Event: Hanneford Circus *Submittal Date:* 10/4/2024

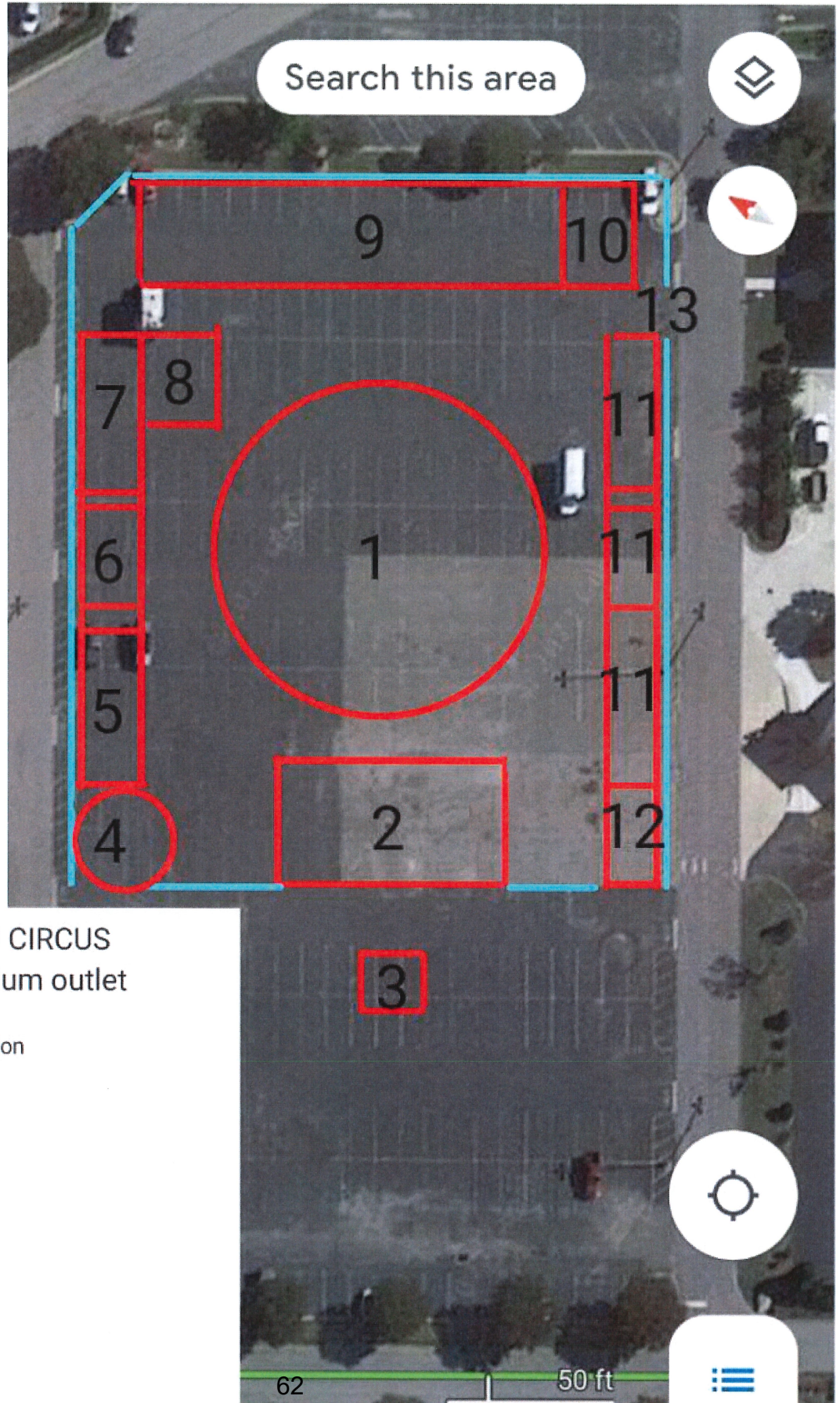
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Julie Gasper *Signature of Owner* Julie Gasper, GM *Print Name* 10/4/2024 *Date*

ROYAL HANNEFORD CIRCUS Carolina premium outlet



HANNEFORD CIRCUS Carolina premium outlet

1. Main Tent
2. Entrance Tent/ concession
3. Ticket box
4. Pony ride
5. Quiet generator 1
6. Quiet generator 2
7. Animal trailer
8. Animal tent
9. RV's
10. 2 dumpsters
11. Equipment Trailers
12. Portable toilets
13. Service entrance



Request for Town Council Action

Consent
Agenda
Item:
Date:

Application
for
Temporary
Use Permit
10/15/2024

Subject: First Baptist Church Trunk or Treat
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow First Baptist Church to hold a Trunk or Treat on October 27, 2024 from 4:00 pm-6:00 pm.

Financial Impact

N/A

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

First Baptist Church is requesting to hold their truck or treat on October 27, 2024 from 4:00 pm to 6:00 pm. This event will take place on their property at 202 S. Fourth Street. This family friendly event will include pumpkin decorating, inflatables, snow cones and an ice cream truck. Free hot dogs will be given away to the public. The applicant has requested to close E. Johnston between Fourth and Fifth Street.



Temporary Use Permit Application

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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) _____

First Baptist Church Name of Event <u>Trunk or Treat</u>	202 S. Fourth St. Smithfield Location of Event/Use (exact street address) <u>NC 27577</u>
--	---

APPLICANT:

Name Sloan Stevens

Address 1206 Chestnut Dr

Phone number 919-631-1781

Email address SStevens@Stevens-Sausage.com

Event date Oct 27th 2024

Event start and end time 4pm - 6pm

Event set up and clean up time 3:30 - 6pm

Sound Amplification Type —

Sound Amplification Start and End Times —

PROPERTY OWNER:

Name First Baptist Church Smithfield

Address 202 S. 4th St Smithfield

Phone number 919-934-9771

Email address Kriste@FBCSmithfield.org

Will alcohol be sold or served? Yes (If yes, please supply an ABC Permit)

Will food or goods be sold? Yes

Food Trucks (if applicable) 1 (Each Food Truck Requires Certificate of Inspections by Johnston County)

Environment: 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 NA
 (If using Smithfield Police, applicant must contact the PD to schedule security.)

King of Ice Cream

Will any town property be used (i.e. streets, parks, greenways)? E Johnston St, between 4th + 5th

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

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

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

Church Trunk or Treat for Children in the Community. Activities include: Pumpkin decorating, Inflatables, Snowcone/Ice Cream truck + Free Hotdogs

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Sloan Stevens
Applicant's Name (Print)

M. Sloan
Signature

9/24/24
Date

Town Planning Director Signature: [Signature]

9/30/24
Date

OWNERS AUTHORIZATION

I hereby give CONSENT to Sloan Stevens (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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Property Owners Name (print) FBC - Smithfield
Address 202 4th St. Smithfield Zip 27577
Phone Number 919-934-9771 Email _____
Signature: [Signature] Date 9/24

OWNER'S CONSENT FORM

Name of Event: Trunk or Treat Submittal Date: 9/24/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Sloan Stevens (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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[Signature] Signature of Owner Sloan Stevens Print Name 9/24/24 Date



Request for Town Council Action

Consent
Agenda **Promotion**
Item:
Date: 10/15/2024

Subject: Promotion

Department: General Government

Presented by: Town Manager – Michael Scott

Presentation: Consent Agenda Item

Issue Statement

The Payroll Clerk is being promoted into the vacant Town Clerk position in General Government.

Financial Impact

\$4,305 for the remainder of the fiscal year 2025. This promotion is within the General Government budget for this position.

Action Needed

Approve Promotion

Recommendation

Approve Promotion

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



STAFF REPORT

Consent Agenda Item:	Promotion
Date:	10/15/24

The Town Manager is requesting the Town Council approve a promotion for the existing payroll clerk into the vacant Town Clerk position. This promotion will include a ten percent pay increase from \$29.09/hour to \$32.00/hour. The promotion will be effective October 14, 2024. A swearing in ceremony will be scheduled for the November 12th regular meeting.



Request for Town Council Action

**Consent
Agenda
Item:**
Date: 10/15/2024

Subject: Promotion
Department: Public Works
Presented by: Public Works Director – Lawrence Davis
Presentation: Consent Agenda Item

Issue Statement

Staff is proposing the promotion of an internal candidate from the position of Street Maintenance Worker to Sanitation Equipment Operator

Financial Impact

This salary increase will be covered by the Public Works – Sanitation department's current budget and will not require a budget amendment. The annual salary increase will be \$3,723.41 which is allotted in the FY 25 Budget as requested.

Action Needed

Approve the promotion effective 10/21/2024

Recommendation

Complete the promotion process.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item:**

Promotion

In keeping with stated Town goals of attracting and retaining highly qualified employees, the Public Works Director is requesting the promotion of a Street Maintenance Worker to the position of Sanitation Equipment Operator. The employee has successfully completed the Class B CDL training class and received his license. The internal candidate will fill the vacant Sanitation position.



Request for Town Council Action

Consent Agenda Item:	Vehicle Purchase
Date:	10/15/2024

Subject: Police Department purchase of used vehicles

Department: Police Department

Presented by: Chief of Police – Pete Hedrick

Presentation: Consent Agenda Item

Issue Statement

The Police Chief is requesting to purchase two used vehicles for the fleet from funds budgeted for vehicle purchases.

Financial Impact

\$65,000 for the purchase of two vehicles for investigative and patrol use. Total budget is \$110,000.

Action Needed

Approve request.

Recommendation

Approve request.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Vehicle Specifications & Cost



Staff Report

**Consent
Agenda
Item:** **Vehicle
Purchase**

The Police Chief is requesting the purchase of two vehicles. A 2020 Chevrolet Tahoe with 11632 miles and a 2018 Ford Explorer with 18345miles. Both vehicles are law enforcement models with traditional state bid equipment. Car Faxes also included with vehicle purchases. Both vehicles have emergency lighting installed as part of the purchase price. These vehicles are with Asia Motors that purchases used law enforcement vehicles and then resells them. Buying these two used vehicles will allow the department to purchase two additional new vehicles, all while staying within budget.

BILL OF SALE

SELLER

BUYER(S)

ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 10/07/24 Salesman:	SMITHFIELD POLICE DEPARTMENT 110 S 5TH ST SMITHFIELD, NC 27577 County: JOHNSTON Phone: 919-989-1069														
DESCRIPTION OF VEHICLE SOLD	DESCRIPTION OF TRADE-IN(S)														
Stock #:23646 Year: 2020 Make: CHEVROLET Model: TAHOE Body Type: 4DR Color: WHITE Tag: Mileage: 11501 VIN: 1GNLCDEC8LR166546	Trade # 1: N/A VIN: Mileage: Trade # 2: N/A VIN: Mileage:														
WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS".	SETTLEMENT														
LIEN HOLDER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Price:</td> <td style="text-align: right;">36,410.00</td> </tr> <tr> <td style="text-align: right;">Less Trade Allowance:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Difference:</td> <td style="text-align: right; border-top: 1px solid black;">36,410.00</td> </tr> <tr> <td style="text-align: right;">Payoff on Trade-In</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Sales Tax:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Dealer Service Fee: :</td> <td style="text-align: right;">150.00</td> </tr> <tr> <td style="text-align: right;">Tag & Title Fee::</td> <td style="text-align: right;">40.00</td> </tr> </table>	Price:	36,410.00	Less Trade Allowance:	N/A	Difference:	36,410.00	Payoff on Trade-In	N/A	Sales Tax:	N/A	Dealer Service Fee: :	150.00	Tag & Title Fee::	40.00
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CONTRARY LANGUAGE DISCLOSURE The following applies to all vehicles sold as "DEMONSTRATOR" or "USED". The information you see on the window form (entitled "Buyer's Guide") for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

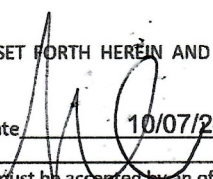
WILL NOT PROVIDE ANY LOANER VEHICLE

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.
 I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

Accepted This Date 10/07/24
 By 
 Purchase Order must be accepted by an officer or manager of the Company.

BILL OF SALE

SELLER

BUYER(S)

ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 10/07/24 Salesman:	SMITHFIELD POLICE DEPARTMENT 110 S 5TH ST SMITHFIELD, NC 27577 County: JOHNSTON Phone: 919-989-1069																										
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WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS".	SETTLEMENT																										
LIEN HOLDER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Price:</td> <td style="text-align: right;">27,210.00</td> </tr> <tr> <td style="text-align: right;">Less Trade Allowance:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Difference:</td> <td style="text-align: right;">27,210.00</td> </tr> <tr> <td style="text-align: right;">Payoff on Trade-In</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Sales Tax:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Dealer Service Fee: :</td> <td style="text-align: right;">150.00</td> </tr> <tr> <td style="text-align: right;">Tag & Title Fee::</td> <td style="text-align: right;">40.00</td> </tr> <tr> <td colspan="2" style="padding: 10px 0 10px 40px;">Shipping-1:</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">500.00</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">27,900.00</td> </tr> <tr> <td style="text-align: right;">Less Cash Down Payment:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Deferred Down Payment:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">BALANCE REMAINING:</td> <td style="text-align: right; border-top: 1px solid black;">27,900.00</td> </tr> </table>	Price:	27,210.00	Less Trade Allowance:	N/A	Difference:	27,210.00	Payoff on Trade-In	N/A	Sales Tax:	N/A	Dealer Service Fee: :	150.00	Tag & Title Fee::	40.00	Shipping-1:			500.00	Total:	27,900.00	Less Cash Down Payment:	N/A	Deferred Down Payment:	N/A	BALANCE REMAINING:	27,900.00
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WILL NOT PROVIDE ANY LOANER VEHICLE

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.
 I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

Accepted This Date 10/07/24
 By _____
 Purchase Order must be accepted by an officer or manager of the Company.



Request for Town Council Action

**Consent
Agenda
Item:**
**Award of
Contract**
Date: 10/15/2024

Subject: Award of Contract for Design Services for the South Smithfield Water Line Extension Project

Department: Public Utilities

Presented by: Public Utilities Director – Ted Credle

Presentation: Consent Agenda Item

Issue Statement

In 2023, Johnston County changed the source of water they provide to the south end of Town, notably most customers south of the Neuse River. By making this change, there are a few customers along Brightleaf Boulevard that are on the previous water source, creating an “unintentional” third water system in the Town. Smithfield Public Utilities will correct this issue by incorporating these customers into the Town system.

Financial Impact

The funds (\$49,500.00) for these services were included in the approved FY 2024 - FY 2025 budget; which is also under the overall project, included in the most recent, approved Capital Improvement Project plan for Smithfield utilities.

Action Needed

Approve the proposed consultant (Timmons Group), as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of Timmons Group as the lone proposer and authorize the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consultant Proposal
3. Proposed Contract & Scope of Services



Staff Report

**Consent
Agenda
Item:** **Award of
Contract**

In 2023, Johnston County changed the source of water they provide to the south end of Town, notably most customers south of the Neuse River. By making this change, there are a few customers along Brightleaf Boulevard that are on the previous water source, creating an "unintentional" third water system in the Town. Smithfield Public Utilities will correct this issue by incorporating these customers into the Town system. This project also takes the first small step to incorporate the South Smithfield water district into the Town, to obtain the eventual goal of having one water system.

This project was advertised and received the lone bid, as submitted. The proposed consultant is known to the Town and the proposed price is well within budget, as approved by Town Council.

Staff is asking Council to approve the proposed consultant and to authorize the Town Manager to execute the contract with the proposed consultant, to perform the design services, in the amount of \$49,500.00, per the submitted proposal.

**

Client:	Town of Smithfield, NC	Date:	September 11, 2024
Contact:	Ted Credle	Principal:	Chris Petree, PE, DBIA
Phone No:	(919) 934-2116 x-1162	Project Manager:	Chris Petree, PE, DBIA
E-mail:	ted.credle@smithfield-nc.com		
Project Name:	Brightleaf Water Main Extension		

Dear Mr. Credle:

Timmons Group is pleased to offer this proposal for engineering services related to the design of approximately 1,400 LF of 16" waterline along Brightleaf Blvd (US-301) as well as supporting environmental and survey services.

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties. We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. We estimate that the project will be completed within 10 months of our receipt of written Notice to Proceed. Any changes required to the Scope of Services must be approved in writing before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

TIME AND MATERIALS

Fees for this Agreement will be billed on a time and materials basis based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

~~Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.~~

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

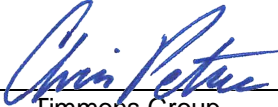
EXHIBIT C REIMBURSEMENT SCHEDULE

In addition to the Total Fee for the services provided under the Scope of Services above and any General Reimbursements needed, the items and materials listed on the Project Reimbursement Schedule attached as Exhibit C will be invoiced on a monthly basis as applicable. An additional 15% is added to these charges.

REIMBURSEMENTS:

~~Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost. The Scope of Services may specify an additional Project Reimbursement Schedule to be attached as Exhibit C if applicable.~~

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach me directly at (919) 532-3234 or via email at chris.petree@timmons.com.


Timmons Group

09/11/2024
Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

BASE SCOPE OF WORK

Under this Agreement, Timmons Group will provide professional services relative to the project:



FIGURE 1

BRIGHTLEAF SURVEY AND SUE SERVICES – TOTAL SURVEY FEE: \$10,600

All surveying efforts will meet or exceed all Minimum Standards of Land Surveying in North Carolina as adopted by the Board under regulatory authority of Title 21, Chapter 56, Section .1600 of the North Carolina Administrative Code, and the North Carolina G.S. 47-30 Requirements.

Task S01: Topographic Survey.....\$6,900

Task includes preparation of a field run topographical survey for the area to include location of visible improvements; storm and sanitary sewer alignments with invert data (including 1 structure outside of limits); and surface indications of subsurface utilities. Contouring to be plotted at a 1' interval. Establishing right of way, property and easement lines within the limits are included. Wetland flags will be field located. Topographic limits will include 25' each side of the cyan alignment shown on **Figure 1**.

Task S02: Underground Utility Location.....\$3,700

An underground utility survey will be performed to designate and map underground facilities within the topographic limits. This utility survey will include horizontal designation through geophysical methods and is defined as Quality Level “B” by the American Society of Civil Engineers (ASCE). The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access. Plastic and fiber optics lines without tracer wires may be unlocatable. This service does not include the use of ground penetrating radar and test pits. Exclusions: sanitary and storm laterals, roof drains, irrigation systems and abandoned lines.

BRIGHTLEAF ENVIRONMENTAL SERVICES – TOTAL ENVIRONMENTAL FEE: \$8,000

Under this Agreement, Timmons Group will provide professional services relative to the approximately 2-acre project located along the north side of S Brightleaf Blvd, Smithfield, NC (Johston County). The review area consists of the below depicted approximately 1,400-ft area and 50-ft from edge of pavement north.

Task W01 Wetland/Stream Delineation..... \$2,100

Timmons Group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information. A delineation of the subject property will be performed in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and appropriate Regional Supplement. A stream determination will be conducted using the North Carolina Department of Environmental Quality (NCDEQ) Stream Identification methodology, version 4.11. The flagged wetland limits will be GPS located for mapping purposes (Note that GPS location is for confirmation and planning purposes and is not a substitute for traditional field survey, and in the event wetlands and streams may be impacted by the project jurisdictional features should be located by traditional survey means). A preliminary delineation map showing the approximate size, shape and location of wetlands and/or waters of the U.S. present on the subject property will then be prepared.

Task W02 Wetland/Stream Confirmation..... \$3,000

Timmons Group will facilitate the confirmation of wetland and stream locations through feature flagging and submittal of a Jurisdictional Determination (JD) package to the USACE. This package will consist of a narrative, delineation map, wetland delineation field data sheets, and stream data forms. Timmons Group will conduct a site visit with the USACE to review the site conditions, flagged wetland limits and confirm findings. A Preliminary Jurisdictional Determination (PJD) concurrence letter or an informal concurrence for the wetland delineation will be obtained from the USACE. Although located within a portion of the State subject to Neuse River Riparian Buffers, based on a review of the USGS and NRCS maps for the area there are no potentially subject streams in the vicinity of the project site. However, DWR will be copied on all USACE correspondence and offered the opportunity to attend the USACE site visit.

Task W03 Phase I ESA..... \$2,900*

Timmons Group will complete a Phase I Environmental Site Assessment in full compliance with the scope and limitations of the American Society of Testing and Materials (ASTM) Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process).

In accordance with ASTM Standards as prescribed by the United States Environmental Protection Agency All Appropriate Inquiry (EPA AAI) process, reasonably available environmental regulatory database listings and historical information will be accessed and reviewed prior to evaluating the presence and/or locations

EXHIBIT A

SCOPE OF SERVICES

of recognized environmental conditions (RECs) as defined by ASTM Standards. Utilized historic resource data will include, but not be limited to, aerial photographs, city directories, topographic maps, and fire insurance maps. Any identified RECs and/or areas of potential environmental concern will be a focal point of site inspection.

Timmons Group will complete a site inspection of the Subject Property which will include a visual reconnaissance of the immediately adjoining properties. RECs and/or areas of potential environmental concern will be documented photographically.

Records on file with the North Carolina Department of Environmental Quality (DEQ), and/or Johnston County, as available, will be reviewed to identify active and/or historic facilities that may represent a REC or an area of potential environmental concern. Any risk(s) associated with these facilities will be assessed, as able.

Per ASTM Standards, an environmental liens search must be completed. An environmental lien is a charge, security, or encumbrance on title to a property to secure the payment of a cost, damage, debt obligation, or duty arising out of response actions, cleanup, or other remediation of hazardous substances or petroleum products. The search for environmental liens must be provided by the client while Timmons Group will also complete a search through a Freedom of Information Act (FOIA) request.

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the "User" or party for whom the Phase I ESA is prepared must complete the ASTM Standard E 1527-21 User Questionnaire provided by Timmons Group. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete and forfeiture of CERCLA protection. In addition to the User, interviews will be conducted with the present owner and one (1) or more state and/or local agency officials (as applicable and accessible) with the objective to obtain information identifying RECs in connection with the Subject Property.

Upon completion of the site reconnaissance, file reviews, and interviews, a report on the findings of the Phase I ESA will be prepared in accordance with ASTM Standard E 1527-21. Included within the Phase I ESA report will be recommendations for additional investigations as warranted.

The performance of this Phase I ESA specifically excludes any subsurface investigations, structural integrity assessments, radon investigations, chain-of-title reports/investigations, cultural resources investigations, wetland/stream delineation, or any sample collection and analysis (including asbestos containing materials and lead based paint).

Per ASTM standards, the Phase I ESA will be valid for 180 days or 6 months.

**This scope covers one fee for an ERIS report. If more than one ERIS report is needed, a revised scope with additional fee may be required. This scope anticipates release with W01, Delineation, for a joint site inspection. If released separately, additional fee may be required.*

BRIGHTLEAF ENGINEERING SERVICES – TOTAL ENGINEERING FEE: \$28,400

Task U01: Water line Design and Permitting.....\$30,900

- Conduct hydrant flow testing near the intersection of Brightleaf Blvd and Wal Pat Rd.
- Perform hydraulic modeling/calculations to estimate system performance following construction.
- Prepare plan and profile drawings of the new 16-inch water line along Brightleaf Blvd, extending approximately 1,400 LF from the intersection of Brightleaf Blvd and Wal Pat Rd.
- Prepare traffic control plan.
- Prepare project technical specifications.
- Prepare Engineer’s Opinion of Probable Construction Cost (OPCC) at the 100% plan submittal milestone.
- Attend meeting with Town of Smithfield Public Utilities to review the progress of the construction documents.
- Prepare and submit the Engineer’s Report and Application for Plan & Specification Approval to DEQ PWSS.
 - Respond to NCDEQ review comments.
- Assist with preparing NCDOT Encroachment Agreement
 - Respond to NCDOT review comments.

TOTAL PROJECT FEE\$49,500

EXCLUDED SERVICES

Please note that this proposal scope does not include the following, however a separate proposal for these services could be provided upon request:

- Easement, right-of-way, or property acquisition services.
- Easement plats
- Bidding phase Services
- Construction phase services
- Construction Materials & Testing.
- Construction Survey and Staking.
- Re-setting of right-of-way monuments.
- Formal boundary survey and boundary resolutions.
- It is assumed the linear utilities will be exempt from stormwater management requirements.
- Post-approval revisions to the design.
- Environmental investigations or services other than specifically described above.
- Mitigation design or related costs for wetland/stream impacts.
- Zoning or Special Use Permitting
- Power relocation design – overhead or underground
- “Dry” utility design & coordination (Gas, Power, Cable, Telephone), Fiber Optic

CLIENT RESPONSIBILITIES

In preparing this Letter of Agreement, Timmons Group has assumed that the Town of Smithfield will be responsible for providing the following:

- Payment of all submission and review fees
 - a. NC Department of Environmental Quality
 - b. NC Department of Transportation
- Coordinate right of entry to properties with any adjacent or adverse property owners.
- Payment of wetland and/or stream mitigation credits.

OTHER ASSUMPTIONS

- The current Town of Smithfield Standards and NC DEQ PWSS Regulations will be used for the design and construction of the project.

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

- 8. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
- 9. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees and other expenses related to the proceedings. Such expense shall include the cost, at the Timmons Group normal hourly billing rates, of the time devoted to such proceedings by its employees. The parties agree to litigation in a court of competent jurisdiction or in the jurisdiction where the Project is located.
- 10. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 11. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.

(NOT USED)

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____, 2024, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Timmons Group a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

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

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

- 2. TERM OF CONTRACT.** The Term of this contract for services is from October 16, 2024 to June 30, 2025 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Forty-Nine Thousand Five Hundred and No Dollars (\$ 49,500.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
ATTN: TIMMONS GROUP
1514 TRINITY ROAD, SUITE 102
RALEIGH, NC 27607

- 13. AUDIT RIGHTS.** For all Services being provided hereunder, the TOWN shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 14. TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 15. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 16. ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between TOWN and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

18. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

19. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

20. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Andrew K. Harris, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1” to follow

AMENDMENT TO BOILER PLATE CONTRACT

(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of October 16, 2024, by and among Timmons Group (“Contractor”), and the Town of Smithfield (“Town”).

RECITALS:

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

AGREEMENT:

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

1. Miscellaneous:

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

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

Andrew KI. Harris, Town Budget Officer

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

Town:

By: _____
Michael L. Scott, Town Manager

CONTRACTOR: _____

By: _____

Business Name: _____

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the **Town of Smithfield** (hereinafter referred to as “Town”), and **Timons Group** (hereinafter referred to as “Contractor”), which contract is dated **October 16, 2024**.

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

I. Background/Purpose (Why): The purpose and intent of this request is to establish a contract with **Timmons Group** to perform engineering design services to extend the Town’s potable water system from Wal-Pat Road southward along Brightleaf boulevard to the Flea market, for a total of 1,400 linear feet, in Smithfield, NC.

II. References: The following documents are incorporated herein by reference to them: The Contractor was given a set of Town infrastructure maps and a project bid package. Additionally, the contractor was engaged through conversation and visited the site, to clarify site access.

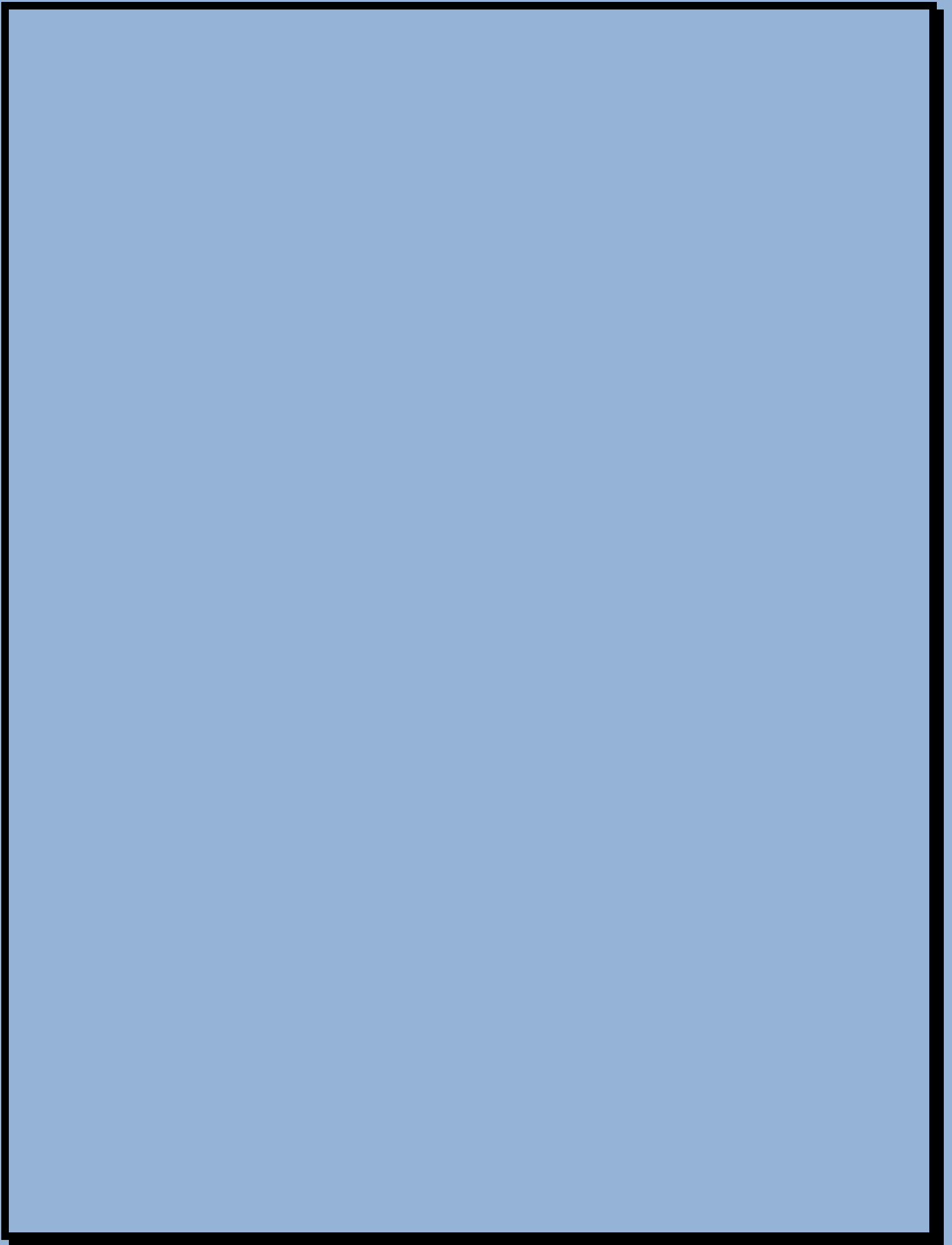
III. Work/Requirements (What and Where): In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed along US Highway 301 (Brightleaf Boulevard) in Smithfield, NC.

IV. Schedules/Timelines (When): The Contractor shall proceed with design services once the contract is executed and will have finished operations by June 30, 2025.

V. Transmittal/Delivery/Accessibility (How): The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed along US Highway 301 (Brightleaf Boulevard) in Smithfield, NC.

VI. Payment: Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted **MUST** reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a lump sum fee not to exceed **\$ 49,500.00**; in accordance with the attached proposal, provided by the contractor.

Business Items





Request for Town Council Action

Business Agenda Item:	CMAQ Grant
Date:	10/15/2024

Subject: CMAQ Grant for Sidewalks on Venture Drive

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Business Agenda item

Issue Statement

Request to pursue CMAQ (Congestion Mitigation & Air Quality Improvement) Grant for Sidewalks on Venture Drive

Financial Impact

Approximate project cost is \$1,014,246 with the Town's 20% match of \$202,850

Action Needed

To discuss the CMAQ proposal and decide whether to support an application for CMAQ funding of a sidewalk on Venture Drive

Recommendation

Staff recommends the Town Council support staff's application for CMAQ funding for the Venture Drive sidewalk.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Cost Estimate
3. Area Map



Staff Report

**Business
Agenda
Item:**

**CMAQ
Grant**

Overview:

The Upper Coastal Plain Rural Planning Organization has informed its member communities that there are Congestion Mitigation & Air Quality Improvement (CMAQ) funds available and that member towns are encouraged to make application for supported projects. The CMAQ funds can be used for sidewalk projects. The CMAQ funds were granted to the Town for the West Smithfield Trail project currently in the design phase. Staff would like to make application to fund the construction of a sidewalk along Venture Drive.

Project:

The project would construct a sidewalk on the west side of Venture Drive from Outlet Center Drive to Peedin Road. There is an existing sidewalk on the west side of Peedin Road. The project would include a means to safely cross from the east side of the road to the west. NCDOT will be evaluating the best option. The west side of Venture Drive is the best location as it has fewer driveways, hydrants and other obstacles that drive up cost. The west side would also provide easier access to and from the hotels. The sidewalk project would provide pedestrian access between the Brightleaf Boulevard businesses to the hotels and outlet mall.

Project Cost:

A preliminary cost estimate was prepared by NCDOT and includes:

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			CONSTRUCTION SURVEYING	1	LS	\$ 18,000.00	\$ 18,000.00
			GRADING	1	LS	\$ 60,000.00	\$ 60,000.00
			4" CONCRETE SIDEWALK	1388	SY	\$ 60.00	\$ 83,280.00
			CONCRETE CURB RAMPS	10	EA	\$ 2,900.00	\$ 29,000.00
			DRAINAGE	0.5	MI	\$ 300,000.00	\$ 150,000.00
			EROSION CONTROL	1	LS	\$ 30,000.00	\$ 30,000.00
			TRAFFIC CONTROL	1	LS	\$ 20,000.00	\$ 20,000.00
			SIGNS AND MARKINGS	1	LS	\$ 15,000.00	\$ 15,000.00
			UTILITIES BY OTHERS	1.00	LS	\$ 50,000.00	\$ 50,000.00
			Misc. & Mob (40% Rdwy)	1	LS		\$ 182,112.00
Lgth	0 MI		Contract Cost				\$ 637,392.00
			E. & C. 15%				\$ 81,853.80
			Construction Cost				\$ 719,245.80
			PE Cost				\$ 175,000.00
			ROW Cost (8 Parcels)				\$ 120,000.00

Approximate Town 20% Match \$ 202,850

AAADT (Brightleaf Blvd): 23,500

Venture Dr - From E Peedin Rd
to Outlet Center Dr
5' Sidewalk - 2,500' +/-





Request for Town Council Action

**Business
Agenda
Item:** 24/25
Sidewalk repair

Date: 10/15/2024

Subject: Sidewalk Repair
Department: Public Works Department
Presented by: Public Works Director – Lawrence Davis
Presentation: Business Item

Issue Statement

Requesting to remove brick inlay from the sidewalks in the 200 and 300 blocks of Market Street and replace with stamped concrete of a similar color.

Financial Impact

If approved by the council estimate total cost will be \$37,456.00.

Action Needed

Council approval to award contract to David Hinton.

Recommendation

Staff recommends awarding the work to be done by David Hinton

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Quotes



Staff Report

**Business
Agenda
Item:**

**24/25
Sidewalk
Repair**

During the FY 2025 budget process the Council approved \$20,000 to remove the brick inlay in the 200 and 300 blocks of Market Street and replace the bricks with stamped concrete of a similar color to the existing bricks.

We reached out to contractors and received (3) three estimates.

David Hinton	\$37,456.00
Concrete Experts Company	\$95,190.00
D.V.H Elite Concrete	\$60,500.00

The low estimate for David Hinton is the recommended award. If it is needed, the Town Manager is recommending that \$17,456.00 be used from General Fund Contingency for this repair. Currently there is over \$200,000 in the General Fund Contingency budget.

David Hinton Construction Co.
Specializing in Curb, Gutters, & Sidewalk

11033 Highway 222 West
Middlesex, NC 27557
David Hinton, Owner
919.868.5874



JOB ESTIMATE

7/12/24

Phone _____ Date _____
Market Str. Smithfield, NC
Job Name / Location

To: Town Of Smithfield

Att: Lawrence Davis

Job Description:

2,341 ft² Remove brick work Pour back stamp concrete
@ \$ 16.00 Lf

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

Estimated Job Cost _____

Estimated By David H

Lawrence Davis

From: Diego Hernandez <diegoelite2722@gmail.com>
Sent: Sunday, September 15, 2024 8:19 PM
To: Lawrence Davis
Subject: Stamped concrete quote

Hey good afternoon Mr Lawrence, this is Diego with D.V.H Elite Concrete And Design LLC, so we have 2,420 linear feet of brick that must be removed and replaced with stamped concrete which means we need to pour roughly 22 yards of concrete. But there are a few issues. Before we can replace that there is about 100 ft of curve that must be replaced before we can replace the brick row lock like shown in the pictures below. Without that my concrete will not hold up to curve level. so my price to replace the row lock part and replace it with stamped concrete comes out to be 25\$ per linear foot. And 30\$ for every linear ft of curve that get replaced

For any questions please call me (919)209-8123

Lawrence Davis

From: Concrete Experts Company LLC <ConcreteExpertsCo@outlook.com>
Sent: Thursday, September 19, 2024 1:09 PM
To: Lawrence Davis
Subject: RE: Sidewalk

Hello Lawrence,

Thanks again for showing me the area. Here are the price for the stamped concrete:
Thank you and let me know if you have any questions.

Side of Court house:

Sidewalk for the replace and repour 357 sq ft price \$12,925.00
The strip 1,050 linear feet by 8 inches at \$35.00 per foot - \$36,750.00
Total: \$49,675.00

Side of Library

Sidewalk for the replace and repour 20 sq ft price \$2,500.00
The strip 1,229 linear feet by 8 inches at \$35.00 per foot - \$43,015.00
Total: \$45,515.00

Mike Martinez

Estimator

336-666-3247 - C

919-631-4282 - O

ConcreteExpertsCo@outlook.com

www.ConcreteExpertsCompany.com



From: Concrete Experts Company LLC
Sent: Monday, February 5, 2024 2:08:29 PM
To: lawrence.davis@smithfield-nc.com <lawrence.davis@smithfield-nc.com>
Subject: Sidewalk

Hello Davis,

I hope you had an amazing weekend.
Here is the estimate and measurements:

Side of Court house:

Sidewalk for the replace and repour 357 sq ft price \$12,925.00
The strip 1,050 linear feet by 8 inches at \$30.00 per foot - \$28,350.00



Request for Town Council Action

**Business
Agenda
Item:**

**Contract
Approval for
Ditch
Cleaning
Services**

Date: 10/15/2024

Subject: Contract Approval for Ditch Cleaning West Smithfield

Department: Public Works Department

Presented by: Public Works Director – Lawrence Davis

Presentation: Business Agenda Item

Issue Statement

Ditch cleaning in West Smithfield. Ditches are to be cleaned, vacuum and removal of debris, sand, trash, leaves and dirt that is restricting water from flowing to appropriate outlets.

Financial Impact

If approved by the Council, the total cost will be \$5,940.00 daily rate at (10hrs)
Estimated total costs is \$100,000

Action Needed

Council approval to award contract.

Recommendation

Staff recommends awarding the work to be done by Vision NC.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Quotes Received
3. Locations



Staff Report

**Business
Agenda
Item:**

**Ditch
Cleaning
Services**

Upon investigation, it was determined that the condition of ditches in West Smithfield need to be clean. Debris, sand, trash, leaves and dirt are restricting water from flowing properly. I've reached out to both companies' both could not give me a solid answer on the amount of time, its about 30mins to an hour to clean ditch pipes depending on how clogged the pipes are. 1.This includes set up. 2. Push debris threw the pipe. 3. Clean up all dirt out of the center of the ditch once blown out.

1. 3 to 4 weeks to begin the work sometime in November 2024 - December 2024
2. Estimated time 2-3 weeks to finish the work.
3. Cost estimate \$100,000

We reached out to contractors and received (2) to estimates.

Vision NC, LLC	\$5,940.00	10hrs. each day.	3-4 weeks to start work.
Crawler pipeline Servicers	\$6,000.00	8hrs. each day.	6-7 weeks to start work.

There is currently \$55,000 in the FY 2025 budget to pay for Drainage repairs throughout the year. Any additional funding would have to come from General Fund Contingency or from fund balance.

West Smithfield ditch cleaning.

Britt street, 207, 206, 205, 204, 203, 202, 200, 107,109, 104,103,

Wilson Mills Rd. 401

Strickland and Wilson Mills Road 405

Strickland 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112
113, 114, 116, 119, 122, 124, 203, 205, 204, 207,

Whitley Drive, 219, 217, 216, 214, 213, 210, 209, 208, 207, 206, 116, 119, 117, 118,
112, 113, 110, 111, 108, 106, 109

Pace Street, 201, 302, 305, 304, 307, 306, 309, 308, 305, 319

Stancil street 317, 313, 311, 307, 303, 301, 211, 208, 105,

Powell Street All ditches on Powell

Daughtry Street

N/A

Hartley Drive 102, 103, 105, 107, 109,

Coats street First house on the left

Shady Lane

N/A

Phillips Street

111

109

107

102

103

101

Flowers

102 flowers cut back back limbs

105

203

400 A and be

Across from 400

McCullers

402

205

203

204

202

Fairway

N/A

Computer drive

N/A



6508 MT HERMAN RD RALEIGH, NC 27617

TO Lawrance Davis
Smithfield Public Works Director
919-934-1522
Lawrance.davis@smithfield-nc.com

JOB: Smithfield, NC

Lawrance,
Here is the quote you requested. Please feel free to call with any questions or concerns. If you are comfortable with these prices, please **SIGN** and **RETURN** to get on the schedule!

MOBILIZATION: N/A

PER DIEM \$300 PER NIGHT PER PERSON (if needed)

Cleaning/CCTV Daily rate \$6,000ea (8hr days)

Inclusions.

Certificate of Insurance with standard coverage
Materials and workforce for complete installation
Post CCTV

Exclusions.

WATER BY OTHERS/DUMPSITE

Premiums for special insurance coverage
Bypass pumping
Traffic control

DOWN TIME WAITING FOR OTHERS WILL BE CHARGED AT \$500.00 PER HR

Permitting of any kind

Proposal terms.

Payment due 30 days upon CPS completion if not paid before 30 days there will be a 5% finance fee signing this quote you agreeing to these terms.

Access to work area by others to satisfy CPS supervisor.

FORCE MAJEURE- Due to increases beyond CPS control i.e., Materials, Petroleum, Labor, Per Diem, etc.

Authorization by _____

Vision NC, LLC
 7424 ACC Blvd Suite 106
 Raleigh, North Carolina 27617



Video Inspection and Cleaning
 of Sewer and Storm Systems

QUOTE

Quote Date: 09/24/2024
 Quote Number: 1352

Attn: Lawrence Davis
Town of Smithfield
 350 East Market Street
 Smithfield, North Carolina 27577

Site Information - Main Address
 350 East Market Street
 Smithfield 27577

Item	Qty	Unit Price	Amount
Vacuum Truck (Mobilization with 10-hour Min.)	1.00	3,300.00	3,300.00
Vac Truck and Crew (Daily Rate)	1.00	2,640.00	2,640.00

Sub Total:	<u>\$5,940.00</u>
Tax:	<u>\$0.00</u>
Total:	<u>\$5,940.00</u>

Description: This quote is a daily rate for a combination truck (Vacuum/Jet), operator, and helper. The customer is responsible for providing water and a dump site. Quote does not include traffic control. Should we need it to complete the project we can provide at an additional rate. We have included both an 8 hour and 10 hour daily rate, both include mobilization. Please let us know which you prefer when approving the quote.

Notes:



Request for Town Council Action

Business
Agenda
Item: **Convey
Property**
Date: 10/15/2024

Subject: Convey Property to J29:11 Ventures, LLC
Department: Legal
Presented by: Town Attorney – Bob Sence, Jr.
Presentation: Business Agenda Item

Issue Statement

The property at 1006 Fuller Street apparently conveyed property to the Town over 40 years ago through a federal program. The property needs to be conveyed to the owner of 1008 Fuller, as that appears to be the original intent, as the owners have been paying property taxes on this entire parcel for the last 43 years.

Financial Impact

None

Action Needed

Approve Quit Claim Deed for the property conveyance by adopting Resolution No. 754 (15-2024)

Recommendation

Approve Quit Claim Deed for the property conveyance and Resolution No. 754 (15-2024)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 754 (15-2024)
3. Town Attorney Documents – Separate Attachment



STAFF REPORT

Business Agenda Item:	Convey Property
Date:	10/15/2024

In 1971 as per to the Smithfield Redevelopment Commission to aid certain town areas, the town worked out a series of exchanges where portions of the 50 front foot lots between Collier Street and Martin Luther King on the south side of Fuller Street were exchanged to create larger lots and probably reflect in places the occupation lines. Back then, you did not regularly record plats. There was not GIS showing lot lines.

Bettie Richardson conveyed 20 feet to the town; the Commission had the intent to convey these 20 feet to her eastern neighbors, the Matthews. There is no record of this deed. Nevertheless, GIS shows the Matthews (now Venture) owning the 20 feet. The Venture lot is for sale and under contract and the new Surveyor saw the deed. The Matthews and their successors have paid taxes on the 20 feet for the last 43 years. We ask that the council adopt a resolution directing the mayor to execute a quitclaim deed to the 20 feet to Venture as was the original intent of the town in 1981.

In reviewing this error, I noticed that the chain link fence of the opposite eastern line of the Venture property separation their lot from the Owners (lot 8) was about 8 feet off the line. This seemed odd so we pulled the lot descriptions and discovered that the town conveyed 10 feet of the lot 7 to the previous owner of the Fowler lot in 1981.

The real estate attorneys apparently have not noticed this over the last 10 years. GIS and the deeds of the current owners have not reflected the 10 feet conveyance. We will inform the property owners and have informed the closing attorney for the sale of the Venture property.

**TOWN OF SMITHFIELD
RESOLUTION NO. 754 (15-2024)**

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, NORTH CAROLINA AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO J 29:11 VENTURES, LLC

WHEREAS, the Town of Smithfield is the owner of certain property located adjacent to 1008 Fuller Street, and a portion of this property is no longer needed for municipal purposes; and

WHEREAS, J 29:11 Ventures, LLC, the owner of the property located at 1008 Fuller Street, has requested a quitclaim deed for approximately 20 feet of said property for the purpose of resolving any potential property boundary issues and ensuring the proper use and maintenance of the area; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to grant a quitclaim deed for the said portion of property to J 29:11 Ventures, LLC, as it will not adversely affect the interests of the Town, as the original plan in 1981 by the Redevelopment Commission appears to have been to make that transfer to the prior owner of the Ventures property as part of modifying the front footage of lots within that block, and as the owner, and its predecessors in title, have apparently paid taxes on the portion as if it were part of their lot for years;and

WHEREAS, the granting of this quitclaim deed will release any claim the Town may have to this portion of the property and transfer whatever interest, if any, the Town may have in it to J 29:11 Ventures, LLC; and

WHEREAS, North Carolina General Statutes authorize municipalities to dispose of real property by quitclaim deed upon resolution of the governing board.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield, North Carolina, in a duly called and noticed meeting held on the 15th day of October, 2024, that:

1. The Town of Smithfield hereby agrees to transfer by quitclaim deed to J 29:11 Ventures, LLC, any and all interest the Town may have in the 20-foot strip of property adjacent to 1008 Fuller Street.
2. The Mayor of the Town of Smithfield, M. Andy Moore, is hereby authorized and directed to execute a quitclaim deed and any other necessary documents on behalf of the Town of Smithfield to J 29:11 Ventures, LLC, in accordance with the terms of this resolution.
3. This resolution shall take effect immediately upon its adoption.

Adopted this the ___ day of _____, 2024.

M. Andy Moore, Mayor

Attest:

Shannan L. Parrish, Town Clerk