



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, March 3, 2020

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MARCH 3, 2020
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentation:

1. **Smithfield Police Department's 2019 Officer of the Year Award**
(Chief of Police – R. Keith Powell) See attached information.....1

Public Hearings:

1. RZ-20-02 True Line Surveying: The applicant is requesting to rezone a 1.81 acre tract of land from the R-10 (Residential) zoning district to the R-6 (Residential) zoning district. The property considered for rezoning is located on north side of the intersection of South Second Street and East Holding Street and further identified as Johnston County Tax ID# 15058003F.
(Planning Director – Stephen Wensman) See attached information.....3

Citizens Comments

Consent Agenda Items:

1. Approval of Minutes:
 - a. January 15, 2020 – Recessed Meeting
 - b. February 4, 2020 – Regular Meeting.....15
2. Special Event: Taking Strides Against Family Violence 5K – The Johnston County Alumnae Chapter is requesting approval to hold a 5k Walk/ Run on Saturday, May 2, 2020 from 7:00 am to 11:00 am on the Buffalo Creek Greenway.
(Planning Director – Stephen Wensman) See attached information.....43

3. Special Event: Carnival - Powers & Thomas Midway Entertainment is requesting approval to hold a carnival at Carolina Premium Outlets located at 1025 Outlet Center Drive. Set up would be held April 6th-April 9th, the carnival would operate April 9th-19th and removal would be April 20 th (Planning Director – Stephen Wensman) <u>See</u> attached information.....	47
4. Special Event & adoption of Ordinance #504: Shriners Parade - The Sudan Shriners would like to hold a parade on Saturday, May 16, 2020 from 12:00 pm until 12:30. NCDOT requires the Town adopt an Ordinance requesting Market Street to be closed for the Parade (Planning Director – Stephen Wensman) <u>See</u> attached information.....	51
5. Consideration and request to approve the low bid from BB&T (now Truist) for the Hook Lift Truck Loan in the amount of \$199,345 and approval of Resolution # 655 (04-2020) (Finance Director – Greg Siler) <u>See</u> attached information.....	59
6. Consideration and request to approve the low bid from Garris, Grading and Paving in the amount of \$234,119.60 for the 2019-2020 Resurfacing Project (Public Works Director – Lenny Branch) <u>See</u> attached information.....	67
7. Consideration and request for approval to enter into an agreement with Ward and Smith, PA for legal services (Michael Scott – Town Manager) <u>See</u> attached information.....	71
8. Consideration and request for approval to allow the Fire Department to submit an Assistance to Firefighters Grant (AFG) to install an exhaust removal system for Station #2 and to replace the aging Air compressor (Fire Chief – John Blanton) <u>See</u> attached information.....	79
9. Advisory Board Appointment	
a. Keith Dimsdale has submitted an application for consideration to be appointed to a first term on the Board of Adjustment	
b. James E. Foy has submitted an application for consideration to be reappointed to a second term on the Parks and Recreation Advisory Commission	
c. Crystal Roberts has submitted an application for consideration to be reappointed to a second term on the Library Board of Trustees (Town Clerk – Shannan Parrish) <u>See</u> attached information.....	81
10. New Hire Report (HR Director/ PIO – Tim Kerigan) <u>See</u> attached information.....	89

Business Items:

1. Consideration and request for approval to allow the Police Department to submit a grant application to the Governors Highway Safety program to create a traffic safety team
(Chief of Police – R. Keith Powell) See attached information.....91
2. Consideration and request for approval to accept the Spring Branch Stormwater Grant
(Planning Director – Stephen Wensman) See attached information.....101
3. Consideration and request for approval to allow staff to move forward with the Downtown Wi-Fi Project
(HR Director/ PIO – Tim Kerigan) See attached information.....103
4. Consideration and request for approval to enter into a contract with the Wooten Company in the amount of \$65,000 for Design Services for the Durwood Stephenson Water line – Phase II
(Public Utilities Director – Ted Credle) See attached information.....107

Councilmember’s Comments

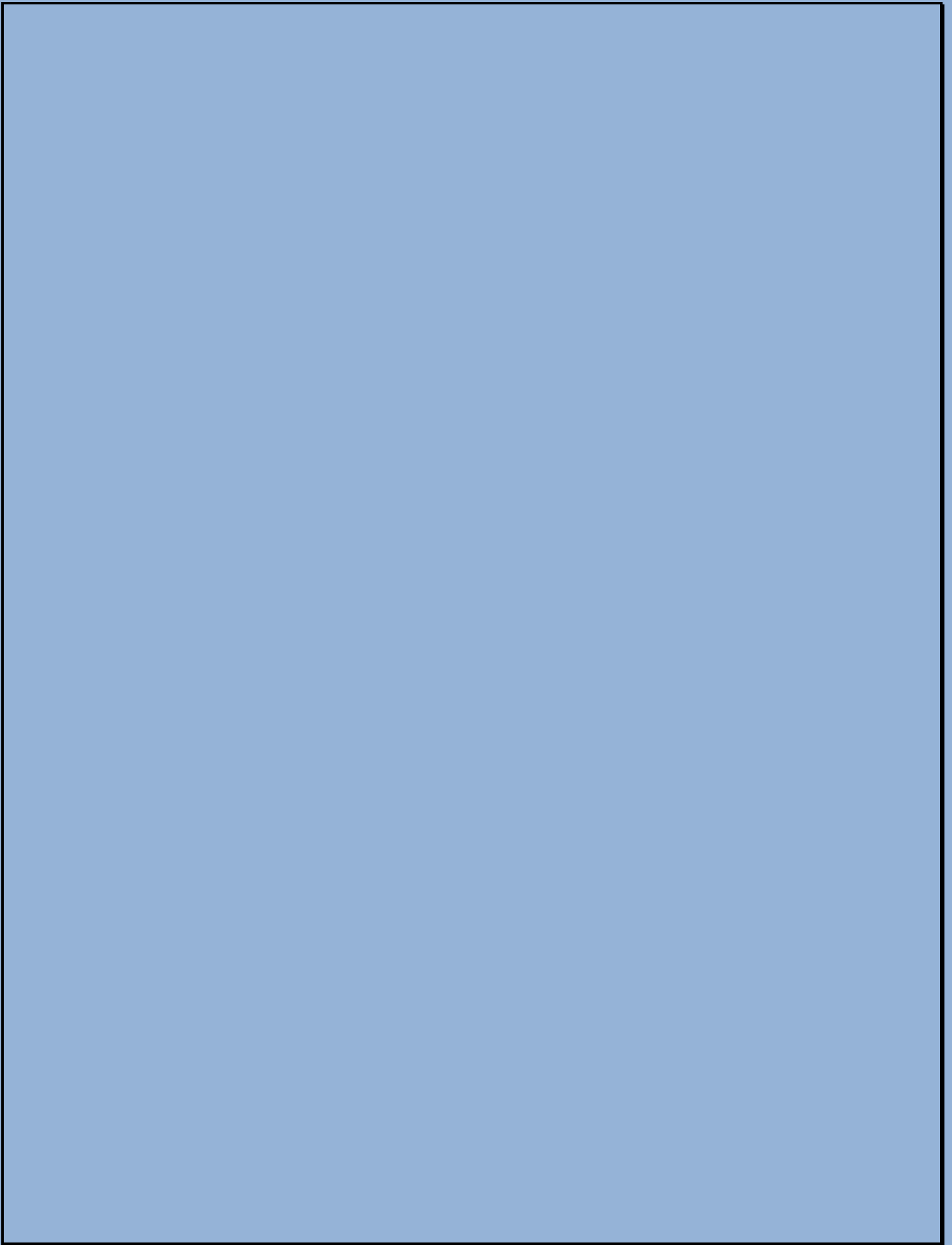
Town Manager’s Report

- Financial Report (See attached information).....119
- Department Reports (See attached information).....123
- **Manager’s Report** (Will be provided at the meeting)

Close Session Pursuant to NCGS 143-318.11 (a) (5)

Adjourn

Presentations





Request for Town Council Action

Police Dept.
Presentations: Officer of The
Year
Date: 03/03/ 2020

Subject: Officer of The Year Presentation
Department: Police Department
Presented by: Captain J. Grady
Presentation: Presentation

Issue Statement

Master Police Officer Sean Cook has received Officer of the Year for 2019. Officer Cook was elected to receive this award by other officers and supervisors. Officer Cook has been with the department for 7 years. Officer Cook has worked for the Patrol Division and is currently working as the School Resource Officer at the Neuse Charter School.

Financial Impact
None

Action Needed

Presentation of Officer of The Year

Recommendation

Captain to present Officer Sean Cook Officer of The Year

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



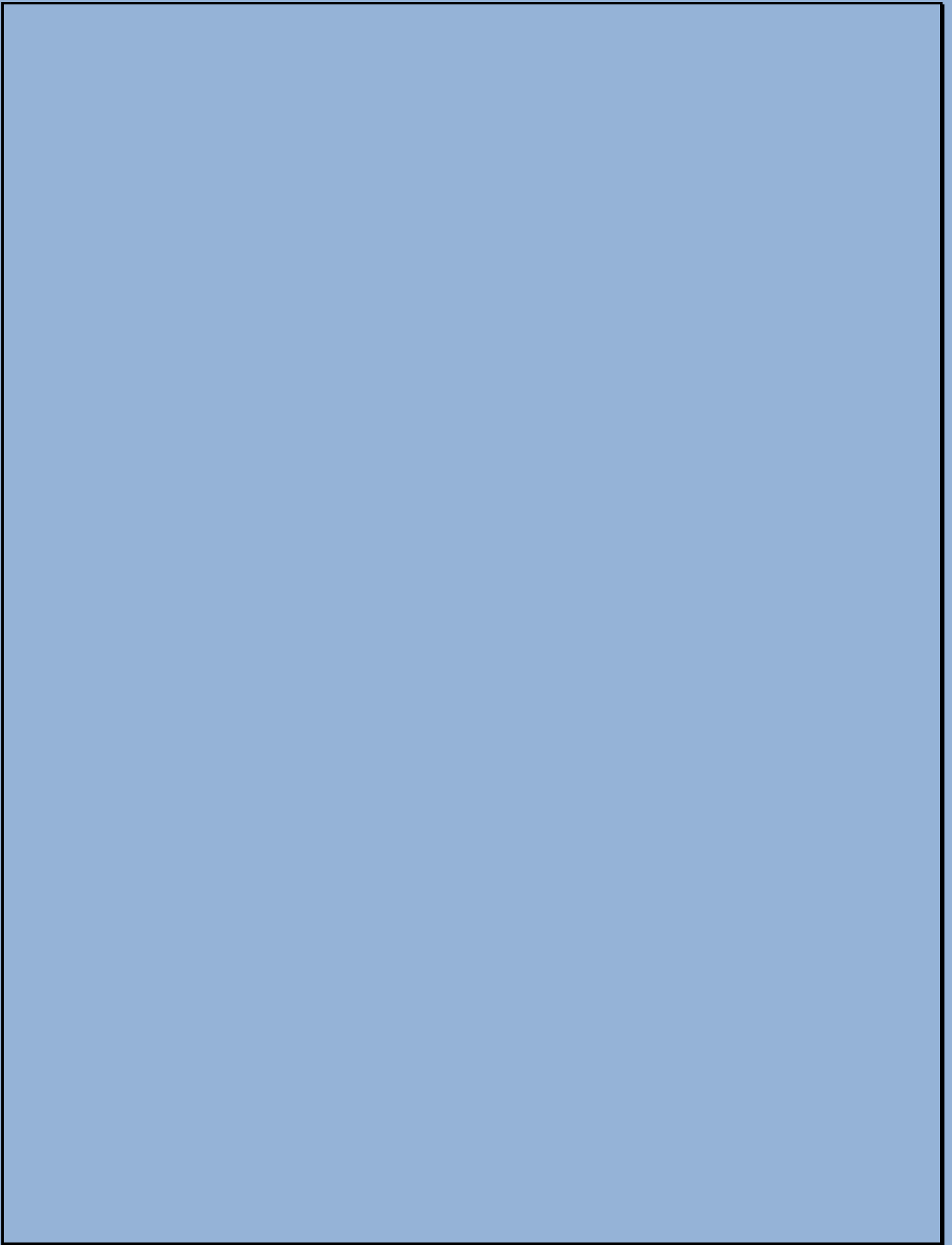
Staff Report

Presentations
Police
Dept.
Officer of
The Year

Officer Cook has received the Officer of the Year award for 2019. Officer Cook joins several other members of the Smithfield Police Department that have received this specific recognition. He also won this award in 2014. Members of the department nominate officers for this award. Once nominated the Team Commanders vote based on the nominations on who will receive this award and it is presented to the Chief for final approval.

Officer Cook has been with the Smithfield Police Department for 7 years. He has worked in the Patrol Division, has served as a Field Training Officer and is currently assigned to the Neuse Charter School as the School Resource Officer. Over the summer Officer Cook assisted the Narcotics Division. Officer Cook is always willing to go above and beyond in the performance of his duties. He is an asset to the Department and the Town. Please join me at this time in congratulating Officer Cook on his award.

Public Hearings





Request for Town Council Action

Public
Hearing
Agenda
Item:
Date: 03/03/2020

RZ-20-02

Subject: Zoning Map Amendment
Department: Planning Department
Presented by: Stephen Wensman, Planning Director
Presentation: Public Hearing

Issue Statement

True Line Surveying is requesting a zoning map amendment to change the zoning district designation of property located on Second Street between E. Hood and E. Holding Streets, across from Civitan Field, currently identified with the Johnston County Tax ID# 15058003F, from R-10 Single Family to R-6 High Density Single, Two, and Multi-Family.

Financial Impact

None

Action Needed

Review the zoning map amendment and make a recommendation to the Town Council to approve or deny the requested map amendment.

Recommendation

Staff and the Planning Board recommend approval of RZ-20-02 with a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Site Location Map
5. Adjacent Notification Certification



Staff Report

Agenda Item: RZ-20-02

OVERVIEW:

The subject land is an undeveloped parcel currently in the R-10 zoning district, located to the west of Civitan Field. The applicant is requesting the rezoning to R-6 to facilitate the development of the lots.

PROPERTY LOCATION:

The location of the properties to be rezoned is on Second Street between E. Hood and E. Holding Streets, across from Civitan Field, currently identified with the Johnston County Tax ID# 15058003

SITE DATA:

Acreage:	Approximately 1.8-acres ((8) 0.226-0.232 acre lots)
Present Zoning:	R-10 Single Family Residential
Proposed Zoning:	R-6 High Density Single, Two, and Multi-Family
Existing Use:	Vacant undeveloped
Proposed Use:	Single family residential
Fire District:	Town of Smithfield
School Impacts:	Negligible
Parks and Recreation:	Park dedication fees will be collected for 8 lots if subdivided
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

ENVIRONMENTAL:

The property is not located within a floodplain and no delineated wetlands exist on or near property considered for rezoning.

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

	Zoning	Existing Land Uses
North	R-10 (Single Family Residential)	Residential
South	R-10 (Single Family Residential)	Residential
East	O/I (Office -Institutional)	Civitan Field - Park
West	R-10 (Single Family Residential)	Residential

JUSTIFICATION:

The property is guided for medium density residential in the comprehensive growth management plan, and the R-10, R-8 and R-6 are all considered medium density by **today's** standards. The max single-family density in the R-10 district is 4.356 units/acre. The max single-family density in the R-6 district is 7.26 units per acre.

The **County's GIS** shows the property as a single 1.8 acres lot of record, however upon research and consultation with the Town Attorney, there exists 8 lots of record platted in 1963 as part of the E. J. Wellons Plat.

The 8 lots are legal non-conforming in R-10 Zoning District. The lots do not conform to the 75-foot lot width or 10,000 sq. ft. lot area requirements of the R-10 District. The lots are currently buildable meeting the R-10 setback requirements.

R-6 ZONING:

Description and Purpose Statement.

6.3.4. R-6 High Density Single, Two, and Multi-Family Residential District.

The purpose of this district is to provide for older areas which have developed with a mixture of housing types at fairly high densities. **Except in unusual circumstances, it will not be used in new areas, and additional property will not be considered for rezoning to this district.**

Staff believes this rezoning is an unusual circumstance, given the lot dimensions and size are more consistent with the R-6 zoning than the R-10, and the lots were never developed. Furthermore, the zoning will serve as a transition from the O/I zoned parkland and the R-10 zoned residential beyond.

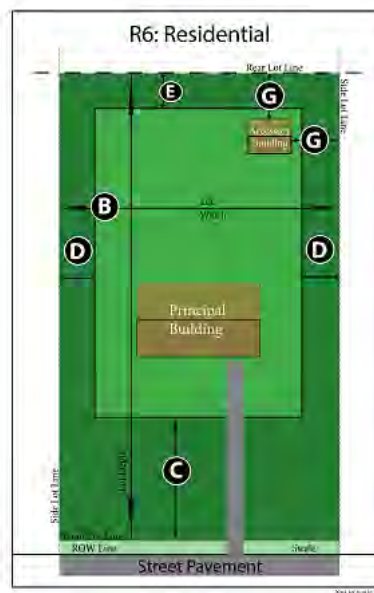
Lot Dimensional Requirements.

In the R-10 District, the lot frontage requirements are 75 feet & 10,000 sq. feet making the 8 lots legal non-conforming. The 8 lots are buildable as long as they meet setback requirements.

The 8 lots mostly conform to the R-6 District with minimum lot frontage requirement of 60 feet. Each of the 8 lots were platted with approximately 59 feet of frontage. The 8 lots exceed the R-6 lot area requirements.

8.4.1. Dimensional Requirements.

(A) Minimum Lot Area	
• Single-family dwelling	6,000 sq ft
• Two-family dwelling	9,000 sq ft
• Multi-family dwelling*	9,000 sq ft
• Other building	6,000 sq ft
(B) Minimum Lot Frontage	
• Single-family dwelling	60 ft
• Two-family dwelling	70 ft
• Multi-family dwelling*	60 ft
• Other building	60 ft
(C) Front Yard Setback	25 ft
(D) Side Yard Width	8 ft
(E) Rear Yard Depth	15 ft
(F) Maximum Building Height	35 ft
(G) Accessory Buildings	10 ft (see Note 8.13.2)



CONSISTENCY STATEMENT:

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

- o Consistency with the Comprehensive Growth Management Plan - *The draft Future Land Use Map guides these properties for medium density residential land uses. The R-6 zoning district is considered medium residential district with a max single-family density of 7.26 units per acre.*
- o Consistency with the Unified Development Code - *The development of the lots will require compliance with the R-6 District regulations which are a better fit with the min. lot dimensional requirements than the R-10 District.*
- o Compatibility with Surrounding Land Uses - *The property considered for a rezoning is compatible because the proposed development will be developed at medium densities and the development will serve as a transition from the O/I district (Civitan Field) to the R-10 zoning beyond.*

RECOMMENDATION:

Staff and the Planning Board recommend approval of RZ-20-02 with a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-20-02**

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

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

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

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

That the final action regarding zoning map amendment RZ-20-02 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

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

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

That the final action regarding zoning map amendment RZ-20-02 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

REZONING APPLICATION

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

Name of Project: South Second Street Lots Acreage of Property: 1.81 acres
Parcel ID Number: 169309-15-1807 Tax ID: 15058003F
Deed Book: 05442 Deed Page(s): 0026
Address: South Second St., Smithfield, NC
Location: South Second St., Smithfield NC

Existing Use: Residential Proposed Use: Residential
Existing Zoning District: R-10
Requested Zoning District: R-8
Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

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

Name: Robert & Wellons
Mailing Address: PO Box 986, Smithfield, NC 27577
Phone Number: 919-934-0553 **Fax:** _____
Email Address: allen@wilkinswellons.com

APPLICANT INFORMATION:

Applicant: True Line Surveying
Mailing Address: 205 W. Main St., Clayton, NC 27520
Phone Number: 919-359-0427 **Fax:** 919-359-0428
Contact Person: Curk Lane
Email Address: curk@truelinesurveying.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

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

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

STATEMENT OF JUSTIFICATION

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

We are requesting a zoning change from R-10 to R-8 to revise the existing single parcel back into the original 8 lot configuration originally recorded in Johnston County Register of Deeds Plat Book 8 Page 103.

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.

Curt Lane
Print Name

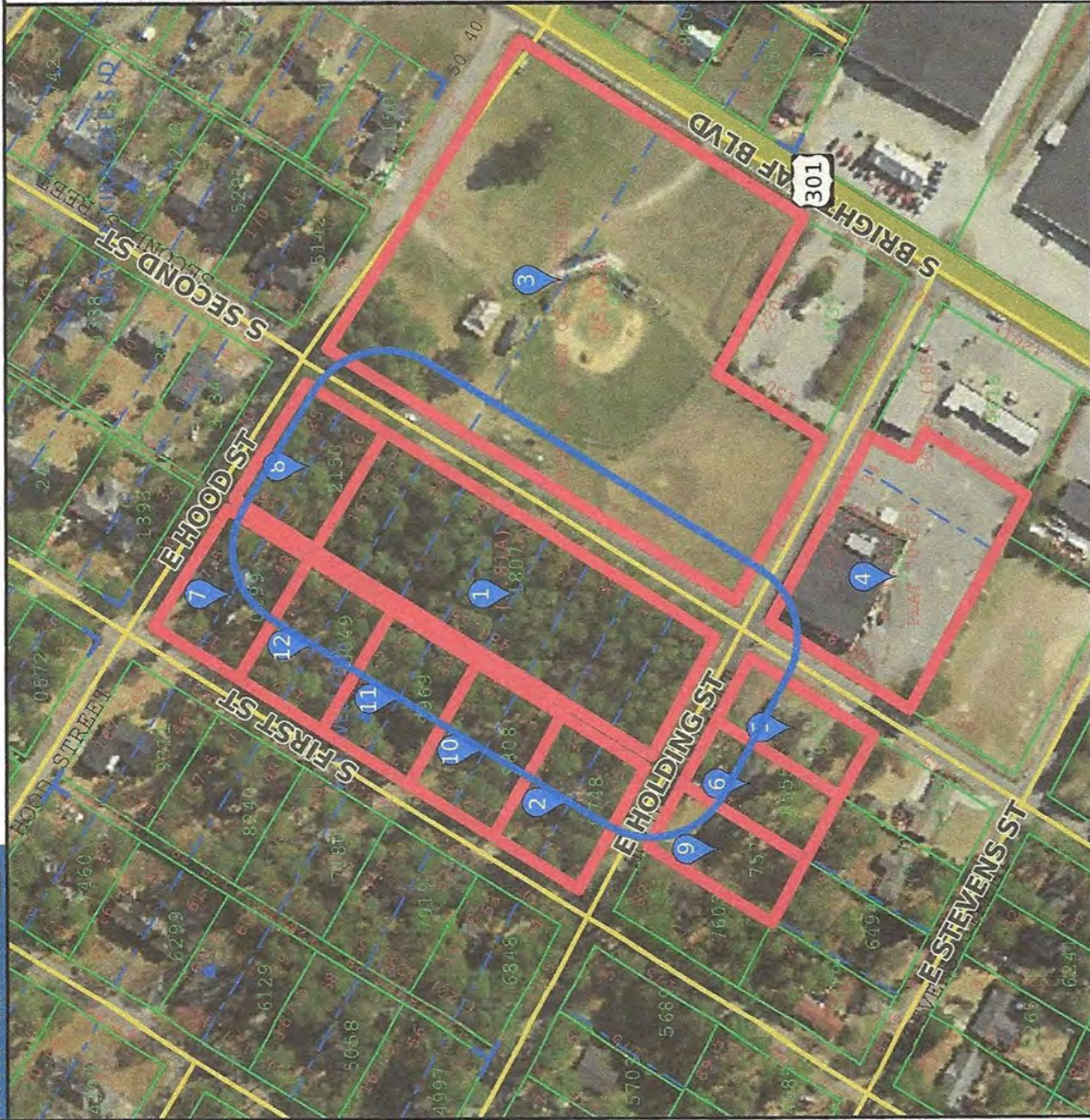

Signature of Applicant

1/28/20
Date



*** DISCLAIMER ***

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



Scale: 1:2515 - 1 in. = 209.58 feet

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

Johnston County GIS
January 28, 2020

Result 1

id: 15058003F

Tag: 15058003F

Owner Name 1: ROBERTS & WELLONS, INC.

Owner Name 2: ELMER J. WELLONS, JR.

REVOCALE TRUST

Mail Address 1:

Mail Address 2: PO BOX 986

Mail Address 3: SMITHFIELD, NC 27577-0986

Book: 05442

Page: 0026

Result 2

id: 15059010

Tag: 15059010

Owner Name 1: HARRIS, ALICE

Owner Name 2:

Mail Address 1: 1215 S 1ST ST

Mail Address 2:

Mail Address 3: SMITHFIELD, NC 27577-3615

Book: 05201

Page: 0989

Mail Address 3: SMITHFIELD, NC 27577-0000
Book: 02300
Page: 0735

Mail Address 3: SMITHFIELD, NC 27577-0000
Book: 01709
Page: 0820



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: South Second St. Submittal Date: 1/28/20

OWNERS AUTHORIZATION

I hereby give CONSENT to True Line (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.

Allen Wellons Trustee + President Allen Wellons 1/28/
 Signature of Owner Print Name Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

[Signature] Cune Lane 1/28/20
 Signature of Owner/Applicant Print Name Date

FOR OFFICE USE ONLY

File Number: Date Received: Parcel ID Number:

1200 Block of South Second Street

Project Name:
South Second St.
Rezoning

File Number:
RZ-20-02

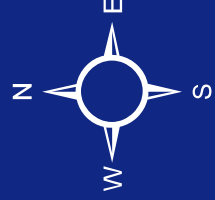
Existing Zoning:
R-10 (Residential)

Proposed Zoning:
R-6 (Residential)

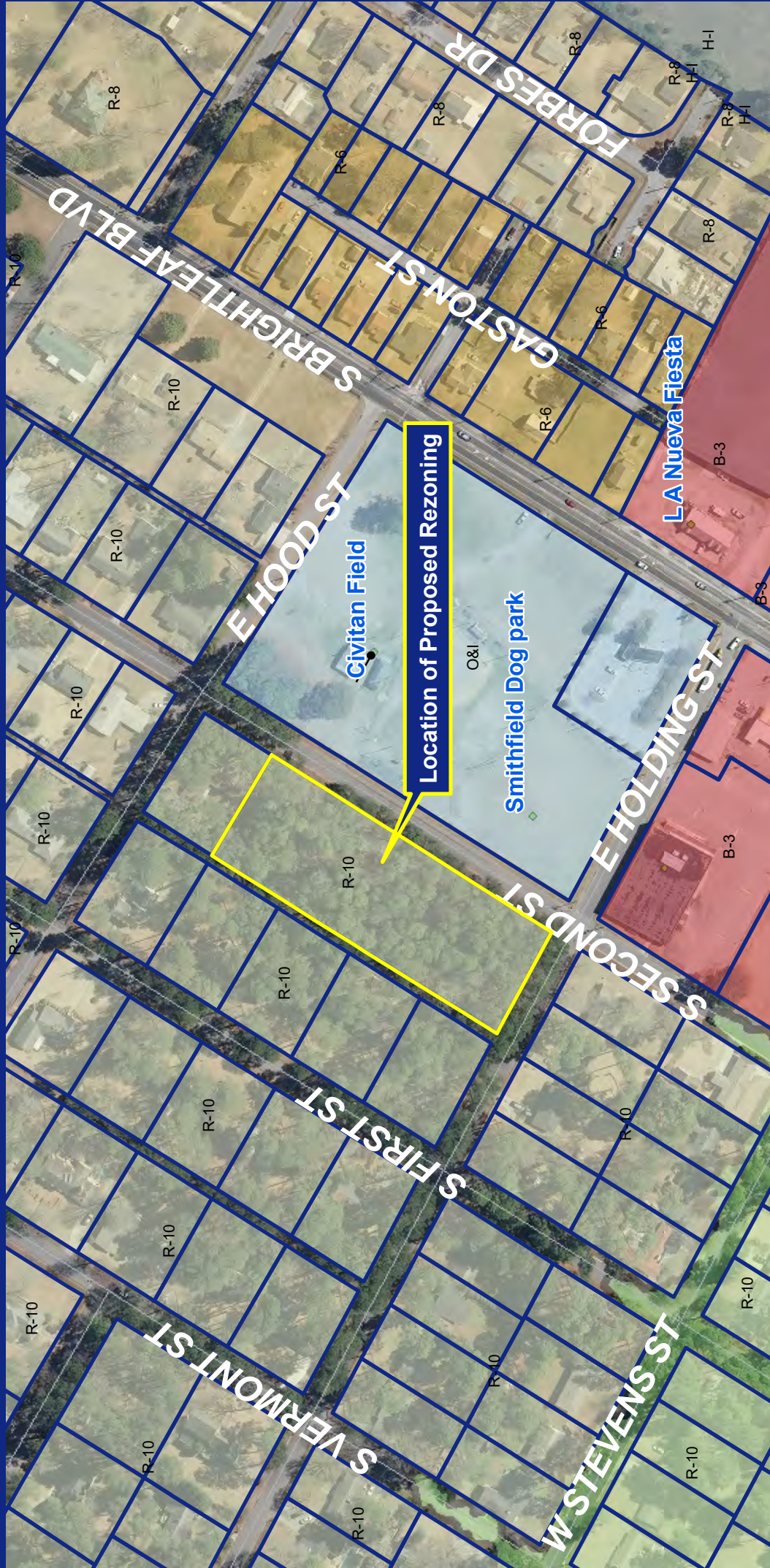
Property Owner:
Roberts & Wellons

Location: 1200 Block
of South Second St.

Tax ID# 15058003F



Map created by the Mark E. Heimer, AICP
Senior Planner, GIS Specialist on 1/30/2020






PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ABUTTING PROPERTY OWNERS CERTIFICATION

I, **Mark E. Helmer**, hereby certify that the property owner and adjacent property owners of the following petition, **RZ-20-02**, were notified by First Class Mail on **2-14-20**.


Signature
Johnston County, North Carolina

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

14th day of February, 2020

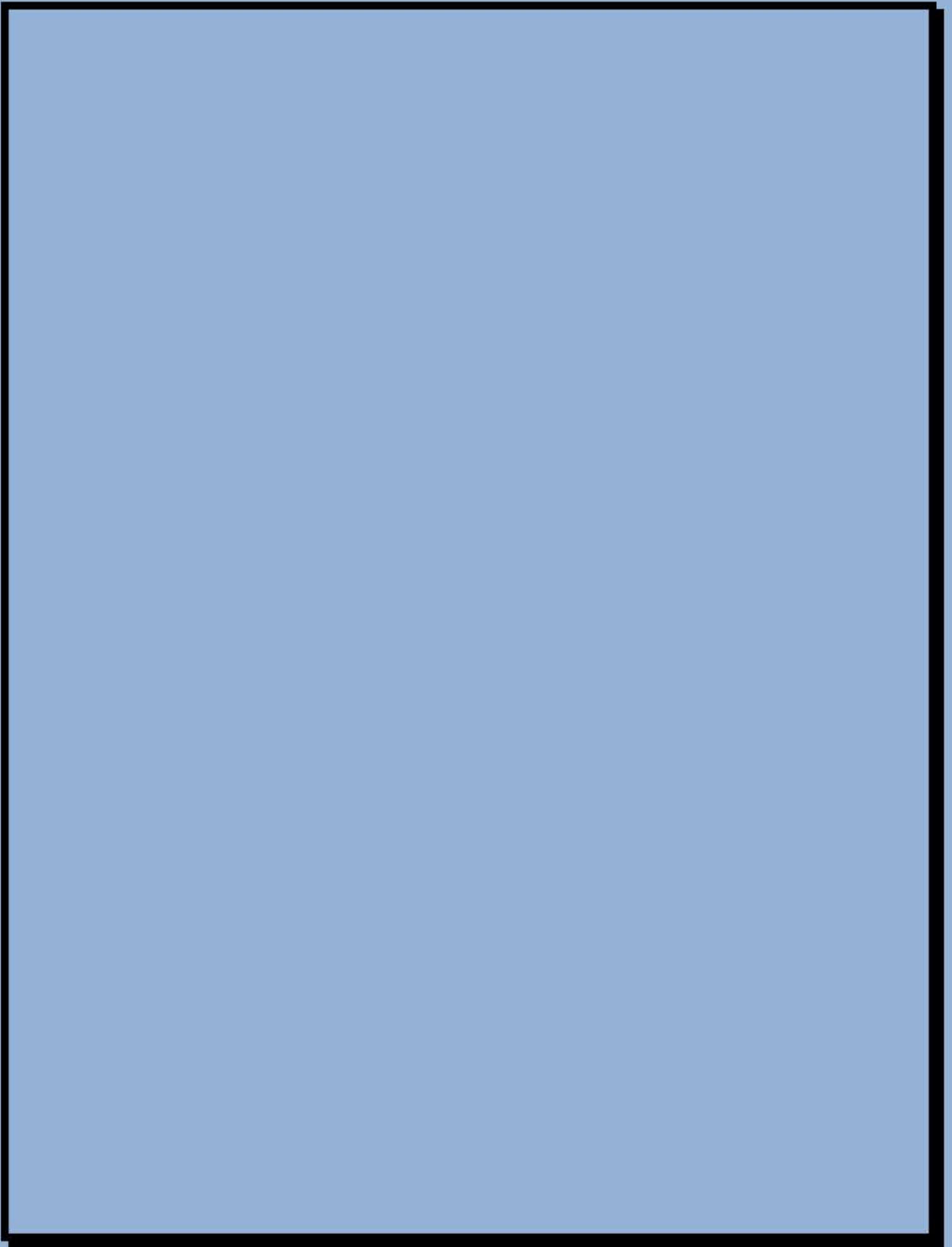

Notary Public Signature

Julianne Edmonds
Notary Public Name

My Commission expires on 1-15-2023
(Seal)



Consent Agenda Items



The Smithfield Town Council continued its January 7, 2020 regular meeting on January 15, 2020 at 6:30pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

David Stevens, District 2

Administrative Staff Present

Michael Scott, Town Manager
Gary Johnson, Parks & Rec Director
Shannan Parrish, Town Clerk
R. Keith Powell, Chief of Police
Stephen Wensman, Planning Director

Also Present

Bob Spence, Town Attorney

Reconvene January 7, 2020 Regular Meeting

Mayor Moore reconvened the January 7th regular meeting at 6:33 pm.

Business Items:

- 1. Annexation Request- Johnston County (ANX-19-02):** Consideration and request for approval to adopt Resolution #654 (03-2020) setting the date of the Public Hearing for the annexation petition.

Town Manager Michael Scott informed the members of the Council this was a continuation of business item number 2. At the January 7th meeting, the Town Clerk was asked to research the sufficiency of the annexation petition made by Johnston County. She has done so and found the petition to be sufficient. Should the Council wish to proceed, you must approve Resolution #654 setting the date of the Public Hearing. The Town Manager was contact by the County Manager rick Hester to determine if he needed to be present at this meeting, it was the town Manager's opinion that Mr. Hester did not need to be present. Mr. Hester will attend the February meeting.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt Resolution # 654. Unanimously approved.

TOWN OF SMITHFIELD
RESOLUTION # 654 (03-2020)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.2

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

WHEREAS, the Town Council has by Resolution # 653 (02-2020) directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1: A public hearing on the question of annexation of the non-contiguous area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on February 4, 2020.

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

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

17.045 ACRE PARCEL

BEGINNING AT A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301), AT THE SOUTHWESTERN CORNER OF THE PROPERTY OWNED BY RONNIE WAYNE GARDNER; THENCE SAID PK NAIL WITH THE SOUTHERN LINE OF RONNIE WAYNE GARDNER SOUTH 78 DEG. 41 MIN. 30 SEC. EAST 549.16 FEET TO AN EXISTING IRON STAKE; THE CORNER OF BEVERLY ALLEN SUTTON; THENCE WITH SAID PROPERTY LINE SOUTH 78 DEG. 40 MIN. 21 SEC. EAST 193.87 FEET TO AN EXISTING IRON STAKE; THENCE WITH THE WESTERN LINE OF LARRY COX SOUTH 01 DEG. 24 MIN. 14 SEC. WEST 1161.31 FEET TO AN EXISTING IRON STAKE IN THE NORTHERN RIGHT OF WAY OF U.S. HIGHWAY 70 BUSINESS; THENCE WITH SAID RIGHT OF WAY NORTH 69 DEG. 50 MIN. 28 SEC. WEST 760.39 FEET TO AN EXISTING IRON STAKE; THE 27 SOUTHEASTERN CORNER OF MARJORIE LANGSTON TRUST; THENCE WITH LINES OF MARJORIE LANGSTON TRUST NORTH 18 DEG. 16 MIN. 45 SEC. EAST 684.94 FEET TO AN EXISTING IRON STAKE AND NORTH 69 DEG. 52 MIN. 43 SEC. WEST 330.09 FEET TO AN EXISTING RAILROAD SPIKE IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); THENCE WITH THE CENTER OF YELVERTON GROVE CHURCH ROAD NORTH 18 DEG. 16 MIN. 21 SEC. EAST 12.73 FEET TO A PK NAIL; THENCE NORTH 18 DEG. 54 MIN. 35 SEC. EAST 100.01 FEET TO A PK NAIL; THENCE NORTH 21 DEG. 14 MIN. 15 SEC. EAST 99.99 FEET TO A PK NAIL; AND NORTH 24 DEG 06 MIN. 40 SEC. EAST 88.56 FEET TO AN EXISTING PK NAIL, THE BEGINNING POINT, CONTAINING 17.045 ACRES, MORE OR LESS.

5.721 ACRE PARCEL

BEGINNING AT AN EXISTING PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); SAID PK NAIL LOCATED AT THE INTERSECTION OF THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301) AND THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF US HIGHWAY 70 BUSINESS; THENCE FROM SAID BEGINNING POINT WITH THE NORTHERN RIGHT OF WAY OF US HIGHWAY 70 BUSINESS NORTH 69 DEG. 51 MIN. 48 SEC WEST 334.17 FEET TO AN EXISTING IRON STAKE; THENCE WITH THE EASTERN LINE OF ROBERT AND WELLONS INC. NORTH 02 DEG. 24 MIN. 23 SEC. EAST 620.91 FEET TO AN EXISTING IRON STAKE; THENCE SOUTH 70 DEG. 28 MIN. 35 SEC. EAST 503.83 FEET TO A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); THENCE WITH SAID ROAD SOUTH 18 DEG. 16 MIN. 09 SEC. WEST 597.12 FEET TO AN EXISTING PK NAIL, THE BEGINNING POINT, AND CONTAINING 5.721 ACRES, MORE OR LESS.

2.627 ACRE PARCEL

BEGINNING AT A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301), SAID NAIL BEING LOCATED IN THE EXTENSION OF THE SOUTHERN RIGHT OF WAY OF THE US HIGHWAY 70 BUSINESS; THENCE FROM SAID BEGINNING POINT WITH THE CENTER OF YELVERTON GROVE CHURCH ROAD SOUTH 10 DEG. 36 MIN. 12 SEC. WEST 67.26 FEET TO A POINT; THENCE SOUTH 07 DEG. 32 MIN. 24 SEC. WEST 94.83 FEET TO A POINT; THENCE SOUTH 06 DEG. 55 MIN. 05 SEC. WEST 265.24 FEET TO A PK NAIL LOCATED IN THE CENTER OF YELVERTON 28 GROVE CHURCH ROAD (SR 2301); THENCE LEAVING SAID ROAD NORTH 70 DEG. 02 MIN. 15 SEC. WEST 255.17 FEET TO AN EXISTING IRON STAKE; THENCE NORTH 02 DEG. 19 MIN. 34 SEC. EAST 439.01 FEET TO AN EXISTING IRON STAKE LOCATED IN THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 70 BUSINESS; THENCE WITH SAID RIGHT OF WAY SOUTH 69 DEG. 50 MIN. 33 SEC. EAST 296.97 FEET TO A PK NAIL, THE BEGINNING POINT, CONTAINING 2.627 ACRES MORE OR LESS

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

2. Comprehensive Land Use Plan Discussion

Town Manager Michael Scott informed the Council this item was tabled at the January 7th regular meeting. The public hearing has been conducted.

Mayor Moore stated that Mike Fleming sent an email endorsing the Plan.

Planning Director Stephen Wensman stated there were some short-term items in the plan, but most were long-range plans for the Town. Mr. Wensman informed the Council if staff receives a rezoning request, they will look at the land use maps to determine if the rezoning is consistent with the Plan.

Councilman Scott stated the routing of the Greenway seemed to be contentious. He questioned if it could be included in the plan. Mr. Wensman responded it did not have to be a part of the plan even though it was already a part of the parks master plan. This was a suggestion, but Council will ultimately make the final decision on the routing of the greenway. Town Manager Michael Scott asked that it not be eliminated from the plan because greenway trails are important for economic development and residential development. Developers now like to incorporate trails into their designs. Mayor Moore stated the proposed routing of the greenway trail was consistent with the Parks and Recreation Master Plan.

Councilman Scott stated another concern was the fear that the downtown and the Municipal Service District (MSD) would encroach on the historic residential areas. Mr. Wensman responded it was never the intention of the MSD to encroach on the residential areas. One policy suggestion would be to expand the MSD in the future to encompass new commercial and multifamily residential into a Downtown Support Area. This area would be between the MSD and the historic residential neighborhoods. The Town Manager explained that commercial property owners choose to be in the MSD. They petition the Town to come into the MSD and benefit from the services provided to the MSD.

Councilman Barbour questioned if the DSDC was waiting for the Town's Comprehensive Plan to be approved before it moved forward with any plan for Downtown. DSDC Executive Director Sarah Edwards responded the DSDC cannot develop a Downtown Master Plan until the Town's Comprehensive Plan is adopted.

Councilman Barbour questioned if the Mountains to Sea Trail would connect West Smithfield with the rest of Smithfield. Mr. Wensman responded it was important to connect all of the Smithfield communities to each other through trail/greenway systems.

In Volume 2 of the plan, Mr. Wensman highlighted the following:

Allowing small commercial nodes in medium density residential. By allowing small commercial nodes, which would be approved with any plans, you allow for a mix of uses development. The small commercial businesses could be something such a coffee shop that would be easily accessible to the residential area.

Development incentives for implantation fees of infrastructure fees for residential developments. There was some question as to the legality of offering incentives. Mr. Wensman will investigate this matter further.

Accessory dwellings as a secondary dwelling on an existing property. There appeared to be some movement in other areas to allow for accessory dwellings or tiny houses as an accessory dwelling. It was the consensus of the Council to remove all references to accessory dwellings from the plan.

Mayor Pro-Tem Dunn stated the plan should be as close to what the Town wants before it was approved. He further questioned if all the concerns raised by the Planning Board had been addressed. Mr. Wensman stated all had been addressed.

Councilman Barbour suggested providing the Plan updates to the Council and then place approval of the plan on the consent agenda at the February meeting.

3. Park Planning Discussion

Town Manager Michael Scott informed the Council this item was placed on the agenda by Councilman Barbour. Some of the items for discussion were park land in West Smithfield, the amphitheater and the splash pad in East Smithfield.

Councilman Barbour stated he felt it was important to have a strategic plan for all of the parks in Smithfield. Parks and Recreation Director Gary Johnson responded there was a Parks and Recreation Master Plan that was updated in 2017.

Before discussing any other park issues, Mr. Johnson provided an update of the splash park that would be constructed in East Smithfield. Mr. Johnson explained the Town Engineer investigated two sites for the splash park: one on East Lee Street and the other near the former Eva Ennis Pool site.

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Rabil, to construct the splash park on the former Eva Ennis Pool site. Unanimously approved

Councilman Barbour questioned if the Council should be investigating the feasibility of constructing a Civic Center. This could be a multipurpose building. Mayor Moore stated indoor volleyball was very popular and there were limited venues to hold such tournaments. Sports tourism has a positive economic impact on the Town.

Councilman Barbour stated there has been a lot of conversation about the amphitheater. He questioned if there was any way the Town could upgrade the amphitheater without it costing the proposed \$1 million. Mr. Johnson responded he spoke with a contractor and to renovate the stage and the seating area would cost approximately \$250,000. This estimate does not address the drainage issues or the handicapped accessibility. Town Manager Michael Scott reminded the Council a low-rise study would be required before any further steps could be taken for the amphitheater project.

Councilman Barbour made a motion, seconded by Councilman Wood, to authorize staff to move forward with the low-rise study. Unanimously approved.

Councilman Barbour stated there had been some preliminary discussions about the Neuse Little Theater and how that building could have public restrooms at the bottom of the facility. The Town Manager explained the Town was in receipt of a \$25,000 donation from a private donor. This donor would like for those funds to be used to hire an architect to investigate renovations to the Theater. The private donor has also indicated that he/she would be willing to invest another \$250,000 to renovate the building.

4. Discussion concerning Dilapidated Building Ordinance# 501

This item was not discussed. Council asked staff to bring this forward at the February meeting.

5. Consideration and request for amendments to the salary schedule

This item was not discussed.

Adjourn

Being no further business, Mayor Pro-Tem Dunn made a motion, seconded by Councilman Wood to adjourn the meeting. The meeting adjourned at approximately 8:52 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, February 4, 2020 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Marlon Lee, District 1

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney
Bill Dreitzler, Town Engineer

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

Mayor Moore asked that the All in Red Campaign be added to the Presentations
Councilman Scott made a motion, seconded by Councilman Wood to add the All in Red Campaign to the agenda. Unanimously approved.

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

PRESENTATIONS:

a) All in Red Campaign

After two short videos were shown, Mayor Moore explained these were the produced by Marketing and Communications Specialist Brian Eaves. Mayor Moore reminded everyone the Town Council proclaimed February 7th – 14th as All in Red Week in the Town of Smithfield. He encouraged all Smithfield employees and citizens to wear red on February 7th.

Councilman Rabil made a motion, seconded by Councilman Wood, to make a \$500 donation to the Johnston Health Foundation All in Red Campaign. Unanimously approved.

PUBLIC HEARINGS:

1. **Noncontiguous Annexation Request- Johnston County (ANX-19-02):** Consideration and request for approval to Adopt Ordinance #502 extending the corporate limits of the Town of Smithfield pursuant to NCGS 160A-58.2

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

Planning Director Stephen Wensman explained the Town of Smithfield received a petition to annex approximately 25.393 acres at the northwest, southwest, and to the north east of the intersection of US Highway 70 Business and Yelverton Grove Road, NC. The subject parcel is comprised of 3 detached sections, but only the 17.836-acre section was proposed for future development of a County Detention Center. The other sections are also included in the annexation.

At the January 7, 2020 meeting, the Town Council passed Resolution # 653 (02-2020), directing the Town Clerk to investigate the sufficiency of the petition should the Council wish to move forward with the annexation of the property into the corporate Town limits. The Town Clerk investigated the petition and has determined it to be valid.

At the January 15, 2020 meeting, the Town Council approved Resolution # 654 (03-2020) setting the date for the Public Hearing.

Pursuant to NCGS 160A-58.2, the Town Council will accept public comments and consider adopting Ordinance # 502 extending the Corporate Limits of the Town of Smithfield. The Ordinance may be adopted immediately or within six months.

The Town Council has three options:

1. Approve the noncontiguous annexation petition and adopt Ordinance #502
2. Table the decision for no longer than 6 months
3. Deny the annexation petition

Mr. Wensman explained Smithfield will provide sewer and water utilities which are already adjacent to the site. The Town Police Department has indicated they are able to service the area if annexed into the Town without much additional cost. The area is already within the Town's Fire District. Trash and yard pickup are not services provided to Institutional properties. Code Enforcement can provide enforcement without any additional cost.

Town Manager Michael Scott informed the Council that County Manager Rick Hester was in attendance. He stated that he, Mr. Hester and Sheriff Bizzell have discussed law enforcement services especially at the jail facility. Sheriff Bizzell has agreed to handle all law enforcement at this location so the Smithfield Police Department will not have any duties at this site should the Council choose to annex it into the Town limits.

Mayor Moore asked if there were any questions from Council. There were no questions by Council.

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

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

Councilman Barbour made a motion, seconded by Councilman Wood, to Adopt Ordinance #502 extending the corporate limits of the Town of Smithfield pursuant to NCGS 160A-58.2. Unanimously approved.

ORDINANCE #502 TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF SMITHFIELD, NORTH CAROLINA

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Council Chambers of the Smithfield Town Hall at 7:00

pm on February 4, 2020 after due notice by publication in the Johnstonian News on January 22, 2020; and

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

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town [or indicate that, although closer to another municipality, there is an annexation agreement in place that allows the annexation of the propose satellite];
- c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;
- e. By virtue of an act of the General Assembly, The Town of Smithfield is exempt from exceeding ten percent (10%) of the area within the primary corporate limits of the Town, and

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the Town of Smithfield, as of February 5, 2020

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

PROPERTY DESCRIPTION PARCEL 15L 11011, COUNTY OF JOHNSTON

17.045 ACRE PARCEL

BEGINNING AT A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301), AT THE SOUTHWESTERN CORNER OF THE PROPERTY OWNED BY RONNIE WAYNE GARDNER; THENCE SAID PK NAIL WITH THE SOUTHERN LINE OF RONNIE WAYNE GARDNER SOUTH 78 DEG. 41 MIN. 30 SEC. EAST 549.16 FEET TO AN EXISTING IRON STAKE; THE CORNER OF BEVERLY ALLEN SUTTON; THENCE WITH SAID PROPERTY LINE SOUTH 78 DEG. 40 MIN. 21 SEC. EAST 193.87 FEET TO AN EXISTING IRON STAKE; THENCE WITH THE WESTERN LINE OF LARRY COX SOUTH 01 DEG. 24 MIN. 14 SEC. WEST 1161.31 FEET TO AN EXISTING IRON STAKE IN THE NORTHERN RIGHT OF WAY OF U.S. HIGHWAY 70 BUSINESS; THENCE WITH SAID RIGHT OF WAY NORTH 69 DEG. 50 MIN. 28 SEC. WEST 760.39 FEET TO AN EXISTING IRON STAKE; THE SOUTHEASTERN CORNER OF MARJORIE LANGSTON TRUST; THENCE WITH LINES OF MARJORIE LANGSTON TRUST NORTH 18 DEG. 16 MIN. 45 SEC. EAST 684.94 FEET TO AN EXISTING IRON STAKE AND NORTH 69 DEG. 52 MIN. 43 SEC. WEST 330.09 FEET TO AN EXISTING RAILROAD SPIKE IN THE CENTER OF

YELVERTON GROVE CHURCH ROAD (SR 2301); THENCE WITH THE CENTER OF YELVERTON GROVE CHURCH ROAD NORTH 18 DEG. 16 MIN. 21 SEC. EAST 12.73 FEET TO A PK NAIL; THENCE NORTH 18 DEG. 54 MIN. 35 SEC. EAST 100.01 FEET TO A PK NAIL; THENCE NORTH 21 DEG. 14 IN. 15 SEC. EAST 99.99 FEET TO A PK NAIL; AND NORTH 24 DEG 06 IN. 40 SEC. EAST 88.56 FEET TO AN EXISTING PK NAIL, THE BEGINNING POINT, CONTAINING 17.045 ACRES, MORE OR LESS.

5.721 ACRE PARCEL

BEGINNING AT AN EXISTING PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); SAID PK NAIL LOCATED AT THE INTERSECTION OF THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301) AND THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF US HIGHWAY 70 BUSINESS; THENCE FROM SAID BEGINNING POINT WITH THE NORTHERN RIGHT OF WAY OF US HIGHWAY 70 BUSINESS NORTH 69 DEG. 51 MIN. 48 SEC WEST 334.17 FEET TO AN EXISTING IRON STAKE; THENCE WITH THE EASTERN LINE OF ROBERT AND WELLONS INC. NORTH 02 DEG. 24 MIN. 23 SEC. EAST 620.91 FEET TO AN EXISTING IRON STAKE; THENCE SOUTH 70 DEG. 28 MIN. 35 SEC. EAST 503.83 FEET TO A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); THENCE WITH SAID ROAD SOUTH 18 DEG. 16 MIN. 09 SEC. WEST 597.12 FEET TO AN EXISTING PK NAIL, THE BEGINNING POINT, AND CONTAINING 5.721 ACRES, MORE OR LESS.

2.627 ACRE PARCEL

BEGINNING AT A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301), SAID NAIL BEING LOCATED IN THE EXTENSION OF THE SOUTHERN RIGHT OF WAY OF THE US HIGHWAY 70 BUSINESS; THENCE FROM SAID BEGINNING POINT WITH THE CENTER OF YELVERTON GROVE CHURCH ROAD SOUTH 10 DEG. 36 MIN. 12 SEC. WEST 67.26 FEET TO A POINT; THENCE SOUTH 07 DEG. 32 MIN. 24 SEC. WEST 94.83 FEET TO A POINT; THENCE SOUTH 06 DEG. 55 MIN. 05 SEC. WEST 265.24 FEET TO A PK NAIL LOCATED IN THE CENTER OF YELVERTON GROVE CHURCH ROAD (SR 2301); THENCE LEAVING SAID ROAD NORTH 70 DEG. 02 MIN. 15 SEC. WEST 255.17 FEET TO AN EXISTING IRON STAKE; THENCE NORTH 02 DEG. 19 MIN. 34 SEC. EAST 439.01 FEET TO AN EXISTING IRON STAKE LOCATED IN THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 70 BUSINESS; THENCE WITH SAID RIGHT OF WAY SOUTH 69 DEG. 50 MIN. 33 SEC. EAST 296.97 FEET TO A PK NAIL, THE BEGINNING POINT, CONTAINING 2.627 ACRES MORE OR LESS

Section 2. Upon and after February 5, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Smithfield and shall be entitled to the same privileges and benefits as other parts of the Town of Smithfield. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Smithfield shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy this ordinance. Such a map shall also be delivered to the Town Board of Elections, as required by G.S. 163-288.1.

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

- 2. Rezoning Request – Town of Smithfield (RZ-20-01):** The applicant was requesting to rezone 5 tracts of land totaling approximately 66.59 acres from the RMH-CUD (Residential Manufactured Home Conditional Use District) to the R-10 (Residential) zoning district. The properties considered for rezoning are located on the southwest side of Barbour Road approximately 1,100 feet northwest of its intersection with Bella Square. The properties

considered for rezoning are further identified as Johnston County Tax ID# 150781995, 15078199Q, 15078199I, 15078199T, 15078199V and 15078199W.

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

Planning Director Stephen Wensman explained staff was requesting to rezone several properties (Tax ID Nos.: 150781995, 15078199Q, 15078199I, 15078199T, R-1015078199V, and 15078199W) from RMH-CUD (Manufactured Home Residential Conditional Use District) to R-10 (Single-Family Residential District). In 1997 Town Council approved an annexation and the rezoning of several properties on Barbour Road from AR/R-40 (an old Johnston County zoning district designation) to RMH-CUD, for a mobile home park. The subject properties were rezoned to RMH-CUD with a site plan for a manufactured home park and a Special Use Permit for the manufactured home park was approved. Because the development was never constructed, the Special Use Permit expired and therefore, the Conditional Use District rezoning has also expired. The zoning map was never amended to reflect the expiration. Therefore, Staff is requesting an amendment to the Town's zoning map to reflect the expiration. Normally, the zoning should revert to the previous zoning district. In this case, the AR/R-40 zoning district does not exist. The new comprehensive growth management plan, "Town Plan", guides these properties for medium density residential, which corresponds with the R-6, R-8 and R-10 zoning districts. The prevailing medium density zoning in the area is R-10. The slightly lower density of the R-10 is in keeping with the density restrictions of the PA-IV Watershed, the overlay zoning district in which these properties are located. Therefore, Staff recommends the properties be rezoned to R-10. The Planning Board recommended approval of RZ-20-01 finding the rezoning consistent with applicable adopted plans, policies and ordinances

Planning Staff considers the action to be consistent and is reasonable:

Consistency with the Comprehensive Growth Management Plan -The draft Future Land Use Map guides these properties for medium density residential land uses. The R-10 zoning district is a medium residential district.

Consistency with the Unified Development Code - The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all existing and future land uses will need to comply with the UDO.

Compatibility with Surrounding Land Uses - The property considered for a rezoning is compatible because many of the properties within the Town's corporate boundary in the immediate area are zoned R-10 and the area is in transition from rural to suburban.

Mayor Moore asked if there were any questions from Council.

Councilman Barbour questioned if this area was within the Town limit or in the Town's ETJ. Mr. Wensman responded the area was within the Town limits.

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

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

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Dunn, to approve the rezoning request in accordance with NCGS 160A-383 stating the petition was consistent with the Comprehensive Growth Management Plan and other applicable adopted Town plans and that it was reasonable and in the public interest based on staff's findings outlined on page 20 of the agenda packet. Unanimously approved.

CITIZENS' COMMENTS:

- Lucy Washington on 406 Birch Street asked if a stop light could be installed at the intersection of

Futrell Way and Market Street. Ms. Washington stated the intersection was dangerous and you could not see traffic coming under the railroad bridge underpass. Town Manager Michael Scott explained that road was controlled by NCDOT. The Town would be happy to look at the accident reports for that area and forward that information to NCDOT. NCDOT would need to conduct a traffic study to determine if a stop light was needed. Ms. Washington asked if the Town could at least cut the trees and bushes back so there wasn't anything obstructing the view of cars coming from under the underpass.

CONSENT AGENDA:

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

1. The following minutes were approved
 - January 7, 2020 – Regular Meeting
2. Proclamation Supporting Arbor Day in the Town of Smithfield on Friday, March 20, 2020

Proclamation
Celebrating Arbor Day in the
Town of Smithfield on Friday, March 20, 2020

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield, do hereby proclaim March 20, 2020, as Arbor Day in the Town of Smithfield, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

3. Approval of a Career Ladder in the Police Department. The Officer was promoted from the rank of Police Officer I to Police Officer II.
4. Approval was granted to appoint Colleen Roby to the Downtown Smithfield Development Corporation's Board of Directors.
5. Bid was awarded to Barr's Recreation in the amount of \$12,665.20 for the procurement and installation of a Shade Shelter at the Boat ramp on the Town Commons. Bids received are as follows:
6. Approval was granted to adopt the Comprehensive Growth Management Plan

*Attached by reference and made a part of these official minutes is a copy of the
Town Plan which is on file in the Office of the Town Clerk*

7. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Admin Support Specialist	Fire	10-20-5300-5100-0200	\$14.88/hr. (\$30,950.40/yr.)
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$8.00/hr.
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$9.00/hr.
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$10.00/hr.
Police Officer I	Police	10-20-5100-5100-0200	\$17.71/hr. (\$39,600.00/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$17.71/hr. (\$39,600.00/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$17.71/hr. (\$39,600.00/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$18.59/hr. (\$41,567.24/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Unanimously approved

Business Items:

1. Consideration and Request for approval to purchase two parcels of land on 210 Highway for Parks

Parks and Recreation Director Gary Johnson addressed the Council on a request to purchase two parcels of land for Parks. Mr. Johnson explained in November 2019, the Council agreed to permit the Town Manager to negotiate with representatives of Cornerstone Faith Fellowship to purchase two parcels of land totaling 20.08 acres located south of Highway 210 to create a park on the West Side of Smithfield. Currently the Town leases the land where Gertrude Johnson Park is located for the price of the property taxes for the land and improvements there. Additional park space located on Smithfield’s West Side remains part of the Town’s Land Use Plan and the Parks and Recreation Five Year Plan. During a due diligence period, an appraisal was conducted at the Town’s expense. Eventually the appraised price for the land, \$80,000, was agreed to as a purchase price. Money is available by using the Town’s restricted fund balance, using money previously acquired through the sale of Bingham Park. Over \$470,000 remains as restricted fund balance for the purchase of additional park land and park improvements. A budget amendment accompanies this request to move money from fund balance that can be used for the purchase of this land.

Councilman Barbour questioned if there were any plans to close Gertrude Johnson park when this park is completed. Mr. Johnson responded there were no plans to close Johnson Park. This land would be an additional park.

Mayor Moore reminded the Council the Town does not own the Gertrude Johnson Park property. Mr. Johnson explained there was a 5-year lease on the property and should either party wish to sever that agreement, either party must provide a 12 month notice.

Councilman Scott questioned how the unrestricted fund balance for park land purchase came about. Mayor Moore responded when Bingham Park property was sold to so the Hospice House could be built, the Council decided to keep the proceeds of the sale of that property for future park land purchase and continued development of Community Park.

Councilman Scott questioned if the design provided to the Council was a conceptual plan or if this would be the actual plan for the property. Mr. Johnson responded it was only a conceptual plan.

Councilman Barbour questioned the flooding risk. Planning Director Stephen Wensman responded the property was within the 100-year floodplain. If restrooms were built, they would have to be elevated. This site infrequently floods and since it is very sandy, it would drain very quickly.

Mayor Moore questioned if the easements were in place. Mr. Wensman responded there was a shared easement to enable the other property owners to access their parcels of land. Town Attorney Bob Spence stated it was a firm access.

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Wood, to approve the purchase of the land on 210 Highway for a future park and the approval of budget amendment. Unanimously approved.

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
Revenues			
10-00-3900-3900-0000 Gen. Fund Balance Approp.	<u>\$ 1,593,056</u>	<u>\$ 80,000</u>	<u>\$ 1,673,056</u>
Expenditures			
10-60-6200-5700-7400 Recreation - Capital Outlay	<u>\$ 176,623</u>	<u>\$ 80,000</u>	<u>\$ 256,623</u>

To fund the purchase of approximately 20.08 acres of land for future parks and recreation

2. Consideration and request for approval to replace one of the bridges on the Buffalo Creek Greenway

Parks and Recreation Director Gary Johnson addressed the Council on a request to replace one of bridges on the greenway. He explained while performing routine maintenance on the greenway bridge, staff discovered the sub-flooring of the bridge was rapidly rotting and deteriorating. The condition of the bridge, while still passable for pedestrians and bicycles, has become unsafe for load bearing vehicles including Rescue and Fire. Bridges along the greenway should remain safe for the passage of Safety Vehicles in the event of an emergency. Contractors were contacted for repair estimates and all agreed the bridge should be rebuilt to ensure its integrity. Due to this unforeseen deterioration, the Parks and Recreation Department is requesting funds to replace one of the bridges on the Buffalo Creek Greenway. Funds were not appropriated in the FY 19/20 budget. Due to safety and the time sensitive nature of making repairs, we are requesting funds from the General Funds Contingency line item to make these repairs.

Four contractors visited the site with two submitting quotes. They are as follows:

Blueprint Construction:	\$ 14,000.00
JLP Carpentry, Inc	\$ 18,000.00

Town Manager Michael Scott explained staff is investigating a grant opportunity to pay for about \$10,000 for the repair, but it wouldn't be wise for us to wait for those funds. He asked the Council to approve the repair and the budget amendment.

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve the repairs and the budget amendment needed for the repair. Unanimously approved

GENERAL FUND

Expenditures			
10-60-6200-5700-7400 Recreation - Capital Outlay	\$ 256,623	\$ 14,000	\$ 270,623
10-00-9990-5300-0000 General Fund Contingency	<u>261,038</u>	<u>(14,000)</u>	<u>247,038</u>
	<u>\$ 517,661</u>	<u>\$ -</u>	<u>\$ 517,661</u>

To fund bridge replacement on Buffalo Creek Greenway

3. Consideration and request for approval for a budget amendment in the Electric Department

Public Utilities Director Ted Credle addressed the Council on a budget amendment for the Electric Department. Mr. Credle explained that due to unexpected increased spending related to Town growth and equipment breakage, the Electric Fund “supplies” line (31-72-7230-5300-3300) has been depleted. In order to continue to respond to service issues and maintain pace with continuing Town growth, the Public Utilities Department is requesting a transfer of funds from the Contingency Line Item (31-00-9990-5300-0000) to the Supplies Line item (31-72-7230-5300-3300) of \$147,000.00. The Electric Department considers network maintenance service calls and Town growth every year as part of budgetary preparations. This year the Town has seen more growth than usual, spearheaded by the construction on the north side of Town. New houses and new offices along Booker Dairy Road have put a strain on the budget, as the Electric Department has stretched to expand the existing circuit, to serve this new growth. This growth has also seen the NCDOT require the Town to relocate and existing pole line along Buffalo Road, which was also unanticipated this fiscal year. Lastly, the Town had a breaker in Delivery Point #1 fail, causing a significant Town outage. Although replacement parts were available, the replacement parts were used and now there is no existing gear on the yard, should another instance occur. The Electric Department needs to order this equipment, as the lead time on such gear is 12-16 weeks. Staff is asking the Council to approve the Budget Amendment, as proposed. Future overruns will be avoided as an enlarged “supplies” line will be requested during the upcoming budget preparations for the coming fiscal year(s).

Mayor Pro-Tem Dunn questioned if this budget amendment was enough to get you through till the end of the fiscal year. Mr. Credle responded it will be enough for the remainder of the year and there will be some funds in the contingency line.

Councilman Barbour questioned if it was the Town’s responsibility to relocate the power poles on Buffalo Road. Mr. Credle explained with the widening of Buffalo Road, NCDOT requires the Town to relocate its poles for their project.

Mayor Moore questioned the timeline for the widening of Buffalo Road. Mr. Credle responded staff anticipated this project to be budgeted in the upcoming fiscal year, but NCDOT began the project this fiscal year.

Councilman Scott questioned if funds would come from the electric contingency fund or the general fund contingency fund. Mr. Credle responded electric fund contingency funds would be used,

Councilman Scott suggested creating a line item for supplies needed for growth instead of including all supplies in one-line item.

Councilman Scott made a motion, seconded by Councilman Rabil, to approve the budget amendment for the electric department. Unanimously approved.

ELECTRIC FUND

1. Expenditures

31-72-7230-5300-3300 Electric - Supplies	\$ 185,000	\$ 147,000	\$ 332,000
31-00-9990-5300-0000 Electric - Contingency	<u>332,481</u>	<u>(147,000)</u>	<u>185,481</u>
	<u>\$ 517,481</u>	<u>\$ -</u>	<u>\$ 517,481</u>

To increase budget by \$147,000 for additional expenditures related to equipment breakage and town growth

4. Bid Award to the Wooten Company for Design Services for the Durwood Stephenson Water line – Phase II

Public Utilities Director Ted Credle addressed the Council on a request to award the bid for design services for Phase II of the Durwood Stephenson water line to the Wooten Company. Mr. Credle explained that for the past 2-3 years, the Public Utilities Department has been working to establish a secondary crossing of water across the Neuse River into West Smithfield. The work has been done in phases and the final phase will connect the water line along Durwood Stephenson Highway from one end of the bridge to the other (approximately 3,500 linear feet). This connection was approved in

the current fiscal budget year. Such a connection will be accomplished through a swampy area and must cross a high-powered Duke Energy transmission line, cross the Town sewer outfall; as well as, cross the Neuse River. Being that such an undertaking will need multiple jurisdictional permits, Town staff felt it would be better to employ a professional design firm to assist in this project. To that end, a public notice was put forth on November 25, 2019. A pre-proposal meeting was held on December 12, 2019. At this meeting, the project was further detailed and each contractor in attendance was given the opportunity to question or comment, as they deemed appropriate. Proposals were accepted on January 9, 2020. A total of four (4) firms submitted proposals. These firms were judged by a three-person independent panel. The Wooten company received the highest score. Since staff felt the design service would be more than \$30,000, North Carolina law does not allow for price quotes. Staff will negotiate a contract price with the most qualified firm. If an agreement cannot be reached, staff will negotiate with the next qualified firm. Staff is asking the Council to approve the selected firm, provided the financial agreement fits into the project budget. Should no arrangement be reached with the first proposed firm, staff is asking the Council to allow staff to pursue negotiations with the second-highest rated firm, and so forth, until an agreement is reached.

Mayor Pro-Tem Dunn questioned if there was a negotiated price. Mr. Credle responded the price for services will be negotiated.

Mayor Moore asked why the Town could not ask the firm to provide an estimate of their fees. Mr. Credle responded if the request for design services is more than \$30,000, then the Town cannot request a quote for fees. It can only request qualifications. To request an estimate for fees is against the law in North Carolina.

Town Manager Michael Scott stated the bidding laws in North Carolina only allows us to request for qualifications in the beginning. You must only seek the firm based on their qualifications. Once you have selected a firm, then you can negotiate a price. If you are not satisfied with that price, then you can go to the next qualified firm.

Councilman Scott questioned who established the qualifications. Town Manager Michael Scott responded the three-person team set those qualifications.

Mayor Moore questioned if all the vendors were qualified. Mr. Credle responded all the firms were qualified firms. Mayor Moore further stated the Council would be hesitant about entering into an agreement without knowing the overall cost. Town Manager Michael Scott responded staff could negotiate a price, but before entering into an agreement with the firm, staff can bring it back to the Council for final approval.

Councilman Stevens made a motion, seconded by Councilman Scott, to allow staff to negotiate a price with the Wooten Company for design services for Phase II of the Durwood Stephenson Water line project. Once a negotiated price is agreed upon, it is to be brought back to Council for approval prior to executing any contract. Unanimously approved.

5. Discussion concerning Dilapidated Building Ordinance #501

Planning Director Stephen Wensman addressed the Council on consideration to adopt Ordinance #501. Mr. Wensman explained this was a Commercial Building Maintenance and Appearance Ordinance to aid the Town in addressing vacant property issues and to protect the health, safety and welfare of the community, and to protect property values. The Ordinance would also establish a vacant property registry to track vacant properties. The fee schedule would be amended for a vacant property registration fee. The Ordinance was drafted to provide Town Staff tools to address dilapidated commercial properties. This ordinance would require commercial buildings in the commercial and industrial zoning districts to be in good repair in order to preserve the character and integrity of the commercial business districts of the Town and to protect property values, promote tourism, and to contribute to the general welfare of all the Town's residents and property owners. It would establish minimum standards and require the exterior building and site improvements of all commercial buildings adjacent to a public street or parking area to be of good repair, including structures, parking areas, or buildings, or any lot upon which there were formerly located such improvements, structures, parking areas or buildings. The Ordinance would also establish a vacant property registry to be maintained by the Planning Department in order to track vacant properties throughout the commercial districts.

The Ordinance will establish the following minimum standards:

- a) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not exhibit any Evidence of Vacancy.
- b) The yard(s) of the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- c) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- d) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not exhibit Evidence of Vacancy.
- e) Instances of visible rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy, with the exterior painted and kept in good aesthetic condition.
- f) The Property shall be maintained so as to exhibit no Evidence of Vacancy.
- g) The storefronts and facades of buildings shall be maintained in a way that does not exhibit Evidence of Vacancy.
- h) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.
- i) Cleared Lots will be maintained with the grass cut, shrubs trimmed, and any landscaping neatly maintained.
- j) The Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. This includes, without limitation, the closure and locking of windows, doors (including but not limited to walk-through, sliding, and garage), gates, pet doors, and any other such opening of such size that it may allow a child to access the interior of the Property or structure(s).
- k) Broken windows shall be replaced and/or re-glazed; windows at the basement (the floor for that level being below or partially below ground level), street level and the second story level shall not be boarded up.

The Ordinance allows for inspection of vacant properties and provides enforcement penalties. The Ordinance establishes an appeals process using the Board of Adjustments

Councilman Scott stated that while he understood the intent of the ordinance, he did not want a commercial property owner to have any unnecessary burden. He suggested further defining the word "vacant".

Councilman Scott asked Planning Board member and commercial real estate agent, Teresa Daughtry, her opinion of the proposed ordinance. Mrs. Daughtry responded a vacant building without utilities is typically in bad shape. Typically, in order to have the utilities restored some maintenance must need to be conducted on the building. Most people who want to sell their building will not disconnect the utilities, but there are some cases where the utilities are disconnected because of the cost to heat/cool a large building. 90% of the commercial structures that have disconnected their utilities would be considered dilapidated properties.

Councilman Scott further questioned if an amendment could be put in the ordinance for properties that still have utilities because they wouldn't be considered vacant.

Councilman Barbour stated there were some vacant properties still with utility connections that were not maintaining the outward appearance of the building, such as landscaping.

Councilman Rabil questioned the number of buildings in Town this ordinance would pertain to. Town Manager Michael Scott responded he estimated there were about twenty buildings.

The Town Manager asked for clarification from Councilman Scott on his concern about a commercial property owner registering their property as vacant. Councilman Scott responded he felt it was another hurdle for a commercial property owner to deal with.

Town Attorney Bob Spence stated that without an ordinance you can only regulate for public health and safety. What you cannot control is the steady of deterioration of a property which causes blight. The design of the ordinance is to try to keep the building from deteriorating so as to not cause damage

to adjoining properties.

Town Manager Michael Scott stated the definition of "vacant" can be changed from 30 days to 90 days. After that 90-day period, they would still have 90 days to register the property. Councilman Scott stated he was more comfortable with that.

Councilman Scott questioned the procedure if the property owner did not comply with the ordinance. The Town Manager responded they would be assessed a civil penalty of up to \$50 per day of noncompliance.

Councilman Barbour stated most properties do not become dilapidated in thirty or ninety days. The Council does not want to put any unnecessary burden on the property owner.

Mr. Wensman responded the purpose of the registry is so staff will know when the property becomes vacant and they will be able to monitor the property. Sometimes staff does not know when a property becomes vacant unless they observe it.

Town Manager Michael Scott stated from a legal point of view, there are certain things the Town can regulate and certain things we cannot. This ordinance was coined after an ordinance in Goldsboro that was defensible. If you take out the vacancy issue you are tearing down the ordinance and it would not be defensible. Councilman Barbour responded he was not in favor of removing the definition only extending it from thirty to ninety days.

Mr. Wensman stated if a property owner does not register their property and it is observed by the Code Enforcement Officer, he can send a warning letter to the property owner letting them know they must comply with the ordinance. The ordinance allows for 90 days to register the property, but it could be longer depending on when it is discovered by staff. If the property is vacant, it needs to be registered

Town Attorney Bob Spence stated he felt Sec. 5 -180. Enforcement; Violations; and Penalties (d) was harsh. Mr. Wensman stated staff will work with the property owner if we know they are trying to come to some resolution. Staff stops being flexible when the owners will no longer work with the Town.

Councilman Barbour questioned the \$15.00 fee. Mr. Wensman responded it was placed in there to cover the cost of staff's time, but it can be removed. Mayor Moore stated the fee should be removed. Councilman Barbour stated the Town could use this as a positive to help market vacant properties in Town.

Mrs. Daughtry informed the Council that owners would not register their properties because there are owners who do not reside in North Carolina. She suggested using utility records to determine when the utilities were disconnected. Mr. Wensman responded that would be beneficial but not all commercial properties are serviced by the Town.

Town Manager Michael Scott informed the Council that considering this type of ordinance, should you pass it at some point, you can make it effective for some point in the future. If we did that, it would help us to be able to determine the buildings that would be in violation. Staff could contact those owners and they would have six months to prepare for it.

Councilman Barbour recommended changing the 30 days to 90 days in the definition of vacant, removing the fee and make it effective in 90 days.

Mr. Spence questioned the Council's recommendation on windows stating this could be very costly and a hardship for some property owners. He further questioned at what story the Council felt comfortable allowing the windows to be boarded up. The Town Manager responded windows should not be boarded up on the ground level because the Police have no idea who is trespassing. This is a safety concern.

Councilman Stevens stated the whole point of the ordinance was to make sure buildings don't become dilapidated in the future. We have properties that are currently dilapidated. If we had implemented this 15 years ago, we wouldn't be in the position we are now with some of these buildings. The ordinance will keep the responsibility on the property owner to keep their buildings

maintained. The reason they are dilapidated is because they haven't done anything with their building in 90 days. You have the ordinance to stop it from reoccurring and to fix the problems we already have.

Councilman Barbour made a motion, seconded by Councilman Wood, to Adopt ordinance 501 with the following amendments.

Section 5-174: Definitions – *“Vacant” means a Property that has not been legally occupied for thirty days.* Change from thirty days to ninety days.

Sec. 5-176. Fees remove the entire section as a fee will not be charged for registration.

Make it effective June 1st.

Unanimously approved.

TOWN OF SMITHFIELD
North Carolina
ORDINANCE # 501

AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD CODE OF ORDINANCES
CHAPTER 5- BUILDINGS AND BUILDING REGULATIONS

WHEREAS, Chapter 5 of the Town of Smithfield's Code of Ordinances outlines the regulations concerning buildings and building regulations within the Town; and

WHEREAS, the Planning Director Stephen Wensman, is requesting the Ordinance be amended to add Article V. Commercial Building Maintenance and Appearance Regulations.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield that Chapter 5 Building and Building Regulations; Article V. Commercial Building Maintenance and Appearance Regulations:

ARTICLE V. Commercial Building Maintenance and Appearance
Regulations

Sec. 5-171. Intent and Scope.

Appearance and good repair regulations for commercial buildings in the Commercial Zoning Districts of the Town of Smithfield (defined as zoning Districts, B-1, B-1 CUD, B-2, B-2 CUD, B-3, B-3 CUD, O/I, O/I CUD, L1 and L2 hereinafter referenced jointly as the “Commercial Zoning Districts”) will preserve the character and integrity of the commercial business districts of the Town. It will provide corollary benefits such as protection of property values, promotion of tourism, preservation of the character and integrity of the downtown, and contribute to the comfort, happiness, and emotional stability of downtown residents and the greater Smithfield community. It is the further purpose of this Code to minimize discordant, unsightly and offensive surroundings while preserving beauty as well as the usefulness of the environment.

Sec. 5-172. Scope and applicability.

The provisions of these Commercial Building Maintenance and Appearance Regulations shall apply to the exterior of all premises and improvements thereupon within the Commercial Zoning Districts and adjacent to a public street or parking area including

but not limited to improvements, structures, parking areas, or buildings, or any lot upon which there were formerly located such improvements, structures, parking areas or buildings. It shall further apply to any lot that had in the past had located upon it a commercial structure or parking area. Exterior walls adjacent to alleys are exempt from these regulations. These regulations establish minimum standards, and do not replace or modify standards otherwise established for the construction, repair, alteration, or use of the building, equipment or facilities contained therein, except as provided herein.

It is also the purpose and intent of the Smithfield Town Council, through the adoption of this Article, to establish a vacant property registration as a mechanism to preserve and to protect the Town's commercial districts from becoming blighted through the lack of adequate maintenance and security for abandoned and vacant properties. Additionally, the Town desires to deter crime and theft of materials, to minimize loss of property value to vacant properties and surrounding occupied properties, to reduce the risk of damage from fire, flooding or other hazards, and to promote the comfort, happiness and emotional stability of area residents. The Town finds that the presence of properties exhibiting evidence of vacancy pose special risks to the health, safety, and welfare of the community, hurt the appearance and fair market value of commercial areas, and therefore require heightened regulatory attention. The provisions of this Article shall apply to all properties in the Commercial Zoning Districts of the Town of Smithfield.

Sec. 5-173. Conflicting Provisions.

In any case where the provisions of this Code impose a standard other than that set forth in any other ordinance of the Town or under the laws of the State of North Carolina, then the more restrictive standard shall prevail.

Sec. 5-174. Definitions.

For the purposes of this Article, certain words and phrases used in this Article are defined as follows:

“Citations”. Written notices from an agent of the town as to an enforcement action or penalty.

“Cleared Lots” means lots whereupon there were in the past located improvements, structures, parking areas or buildings but the same have been removed for whatever reason and there are now no improvements on the lot.

“Commercial” means not just commercial but all commercial, business, institutional, industrial, warehouse or storage uses.

“Days” means consecutive calendar days.

“Evidence of Vacancy” means any aesthetic condition that on its own or combined with other conditions present would lead a reasonable person to believe that the Property is vacant. Such conditions include, but are not limited to, overgrown or dead vegetation, extensively chipped or peeling exterior paint, exterior walls in poor condition, porches and steps in poor condition, roof in poor condition, broken windows and other signs of general disrepair, accumulation of newspapers, circulars, flyers or mail, past due utility notices or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds, or shutters, the absence of

furnishings or personal items consistent with commercial habitation, statements by neighbors, passersby, delivery agents, government employees that the Property is vacant.

"Government Agency" means any public body having authority over the Property and residents of the Town, including but not limited to the Town of Smithfield, Johnston County, Smithfield Police Department, Smithfield Fire Department, and Johnston County Sheriff's Office.

"Government Official" means any public official representing a public body which has authority over the Property and residents of the Town, including but not limited to the Town Manager, County Building Inspector, Town Police Chief, County Fire Marshall, and Mayor. In some capacities agents of other governmental entities act for the Town under interlocal agreement and as such have authority to enforce the provisions of the Article in accord with town policy. For example, the Town does not have a building inspection office and the County performs those functions under an interlocal agreement.

"Local" means located within forty (40) road or driving miles distance of the subject Property.

"Non-residential Property" means any real property used or intended to be used for anything other than residential property as defined herein.

"Out of Area" means located in excess of forty (40) road or driving miles distance away from the subject Property.

"Owner" means any person, partnership, association, corporation or fiduciary having a legal or equitable title or any interest in any real property. No trustee in any Deed of Trust shall be considered an owner.

"Owner of Record" is the person or entity listed on recorded deed, probated will or heir by intestacy.

"Property" means any unimproved or improved real property or portion thereof, situated in the Commercial Zoning Districts of the Town and includes the buildings or structures located on the Property regardless of condition.

"Residential Property" means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, counseling and lodging houses, apartment houses, and apartment hotels.

"Town" means the Town of Smithfield corporate limits.

"Utilities" means water, sewer, telephone, natural and propane gas, and electric town services.

"Vacant" means a Property that has not been legally occupied for ninety (90) days. Legally occupied means occupancy by the owner or any business or individual whose presence therein is with the consent of the owner. A Property that has utilities that are not operational is Vacant as herein defined or any other Evidence of Vacancy as defined herein above.

Sect. 5-175. Registration.

- (a) Any vacant commercial property located within the Town's Commercial Zoning Districts must be registered by the Owner with the Town Manager, either (1) of the Owner of a Vacant Property's own accord before receiving a Notice of Registration Requirement, or (2) within 90 days of receiving a Notice of Registration Requirement from the Town.
- (b) The Town will send a Notice of Registration Requirement to the Owner of Record of Properties that exhibit Evidence of Vacancy. The Owner shall register Property within the time period set forth in Section (a) of this Section unless the Owner can provide clear and convincing evidence to the Town Manager, within such time period, that the Property is not Vacant.
- (c) The Registration shall contain:
 - (i) the name of the Owner (corporation or individual),
 - (ii) the direct street/office mailing address of the Owner and P.O. Box if applicable,
 - (iii) a direct contact name and phone number
 - (iv) the name, address and telephone number of any local property management company hired by the Owner to meet the maintenance requirements of this Article if Owner's principal residence is not local.
- (d) Any changes in the information in (b)(i) - (b)(iv) of this Section shall be reported to the Town within ninety (90) days of such changes.
- (e) Registration must be renewed annually.
- (f) Vacant properties shall remain subject to the annual registration, maintenance, and security requirements of this Article as long as they remain Vacant.
- (g) Once the Property is no longer Vacant or is sold, the owner must provide written proof of occupancy or sale to the Town Manager.
- (h) A Cleared Lot does not have to be registered.

Sec. 5-176. Maintenance Requirements.

Properties subject to this Article shall be kept in compliance with the following maintenance requirements:

- (a) The exteriors of building(s)/structure(s) on the Property shall be painted and maintained in a way that does not exhibit any Evidence of Vacancy.
- (b) The yard(s) of the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (c) The deck(s) and porch(s) located on the Property shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (d) The window(s) and door(s) of building(s)/structure(s) of the property shall be intact and operable and shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (e) Instances of visible rotting of building(s)/structure(s) located on the Property or portion thereof shall be corrected in order to eliminate Evidence of Vacancy, with the exterior painted and kept in good aesthetic condition.
- (f) The Property shall be maintained so as to exhibit no Evidence of Vacancy.
- (g) The storefronts and facades of buildings shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (h) The interiors, when visible to passersby through storefront windows, shall be maintained in a way that does not exhibit Evidence of Vacancy.
- (i) Cleared Lots will be maintained with the grass cut, shrubs trimmed, and any landscaping neatly maintained.

Sec. 5-177. Security Requirements.

Vacant properties subject to this Article shall comply with the following security requirements:

- (a) The Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. This includes, without limitation, the closure and locking of windows, doors (including but not limited to walk-through, sliding, and garage), gates, pet doors, and any other such opening of such size that it may allow a child to access the interior of the Property or structure(s).
- (b) Broken windows shall be replaced and/or re-glazed; windows at the basement (the floor for that level being below or partially below ground level), street level and the second story level shall not be boarded up.

Sec. 5-178. Requirement to Hire Local Property Management Company for Out of Area Owners.

- (a) If the Property Owner's principal residence is not local, then a locally present property management company, business, or resident shall be contracted to fulfill the maintenance and security requirements of this Article, set forth in Sections 5 and 6, and any other applicable laws for all Properties that are registered hereunder or subject to registration.
- (b) The Property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed in the interior of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the Property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the Property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.
- (c) The requirement set forth in part (a) of this section may be waived by the Town Manager for owners who (1) reliably demonstrate an ability to maintain the property and (2) have not received any citations for maintenance violations in the previous quarter.

Sec. 5-179. Inspections.

The Town shall have the authority and the duty to inspect properties subject to this Article for compliance and to issue citations for any violations. The Town shall have the discretion to determine when and how such inspections are to be made, provided that their policies are reasonably calculated to ensure that this Article is enforced. The County Building Inspection Department or other entities acting for the Town may perform these inspections under Sec. 5-180 or enforcements under Sec. 5-181 under an interlocal agreement.

Sec. 5 -180. Enforcement; Violations; and Penalties.

- (a) It shall be unlawful for any Owner to be in violation of any of the provisions of this Article.
- (b) Any person who violates a provision of this Article or fails to comply with any order made thereunder and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by appeal, or by a court of competent

- jurisdiction, within the time fixed herein, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in this Article.
- (c) The imposition of one penalty for any violation shall not excuse the violation, or authorize its continuance.
 - (d) All such persons shall be required to submit an acceptable plan of action to the Town Manager within 10 business days of notification. This plan of action must include, but is not limited to, a description of the work to be done, by whom and a specific schedule. Plans shall be reviewed by the Town Manager and work is to commence within 15 days of Manager's approval. When not otherwise specified, failure to meet any stated condition within 10 days of required action shall constitute a separate offense.
 - (e) Penalties for failure to comply:
 - 1) Initial Registration. Failure to initially register with the Town within the time frame required is punishable by a civil penalty of \$50.
 - 2) Changes to Registration. Failure to report changes to registration information within time frame required is punishable by a civil penalty of \$50.
 - 3) Annual Registration. Failure to register annually is punishable by a civil penalty of \$50.
 - 4) Maintenance and Security Requirements. Failure to meet the maintenance and security requirements is punishable by a civil penalty per day of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
 - 5) Failure to submit plan. Failure to submit plan of corrective action is a violation punishable by a civil penalty of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
 - 6) Failure to implement plan. Failure to implement the plan within 15 days of approval or complete it in a timely manner is a violation punishable by a civil penalty of \$50 per day or up to the maximum allowed by Section 1-12 in the discretion of the Town.
 - 7) Concurrent Penalties. Civil Penalties for the violations enumerated above are separate so that an Owner could be subject to concurrent civil penalties under more than one of these subparagraphs. For instance, a person could be subject to civil penalties for failure to implement a plan, or failure to meet the maintenance and security requirements or other subparagraphs simultaneously.

Sec. 5-181. Appeals.

Any person aggrieved by any of the requirements of this Article may present an appeal in writing to the Town Manager and then, if not satisfied, to the Town Board of Adjustment.

Sec. 5-182. Severability.

Should any provision, section, paragraph, sentence or word of this Article be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Article shall remain in full force and effect.

Sec. 5-183. Preemption.

Except as specifically preempted by N.C.G.S. § 160A-441, et. seq. 160A-439 or town ordinances promulgated pursuant to N.C.G.S. § 160A-439, et. seq., or G.S. 160A-174, this Article shall apply to all Vacant Properties in the Commercial Zoning Districts in the Town of Smithfield.

6. Discussion concerning the Tire Storage Ordinance #503

Planning Director Stephen Wensman addressed the Council on a proposed amendment to the administrative code ordinance. Mr. Wensman explained scrap tire storage has been identified as a nuisance issue throughout the Town's business districts affecting health, safety and welfare of the Town's residents. There are numerous tire changing businesses along the Town's primary gateways (Market Street and Brightleaf Boulevard) where scrap tire storage has been unsightly and frequently subject to Zoning Code Enforcement.

The proposed amendment to Section 8 would establish outdoor storage of used and scrap tires as a nuisance when not in conformance with standards. The amendment creates a new Article III within Section 8, that outlines specific standards for outdoor storage of used and scrap tires:

- be screened from public view.
- Requires used or scrap tires stored outside to be either:
 - a. stored on racks or neatly stacked not in excess of 10 feet in height; or
 - b. in a roll-off front-load dumpster, or other metal storage container, including a trailer not exceeding 45 ft x 8 ft x 13 ft if covered and if the stacked tires do not exceed height of 13 feet and used,
 - c. and scrap tires shall be shielded from rainwater.
- There shall be no more than one roll-off front-load dumpster, metal storage container or tire storage trailer per business. Such dumpster, container or trailer shall not occupy required parking areas. Tire storage trailers shall only be stored on approved paved surface areas and shall be removed from the site on a regular basis.
- Outdoor storage areas for tires shall be screened by a 6-8 ft high opaque durable fence or wall. Tire storage dumpsters and containers shall be screened on three (3) sides by means of a durable opaque fence, opaque wall or solid vegetative buffer.

Mr. Wensman further explained this amendment is to the administrative code of ordinances and will require all businesses with tire storage to come into compliance regardless of when they were approved. No business will be "grandfathered in" as required with Zoning Code Amendments.

Town Attorney Bob Spence stated this ordinance was brought before the Council so that the Town had a standard.

Mayor Pro-Tem Dunn stated he was concerned about tires being kept in a utility trailer because those tires will still collect water and be a breeding ground for mosquitos. Mr. Wensman responded all tires must be covered. Mayor Pro-Tem Dunn questioned if there was a set frequency of when the tires must be removed. Mr. Wensman responded it was unclear how staff could enforce that. Mayor Moore stated the business should have some record of removal.

Councilman Barbour stated the Council recently approved a Special Use Permit for a tire operation business and the Council placed a requirement on the frequency of tire removal. He felt all similar businesses should have to abide by the same rules. Town Manager Michael Scott explained the Special Use Permit was a zoning issue and this was an administrative code issue which were different. This ordinance will see to it that all tire businesses are following the new rule.

Councilman Barbour made a motion, Councilman Stevens, approve Ordinance #503 as written and it is effective immediately. Unanimously approved.

ORDINANCE # 503

**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD CODE OF ORDINANCES CHAPTER 8 –
GARBAGE, TRASH AND REFUSE**

WHEREAS, Chapter 8 of the Town of Smithfield’s Code of Ordinances outlines the regulations concerning garbage, trash and refuse regulations within the Town; and

WHEREAS, the Planning Director Stephen Wensman, is requesting the Ordinance be amended to add to Section 8-27 subsection (16) and Article III. – Outdoor Storage of Used and Scrap Tires.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield that Chapter 8 Garbage, Trash and Refuse; Section 8-27 subsection (16) and Article III – Outdoor Storage of Used and Scrap Tires as follows:

Sec. 8-27. – Nuisances declared.

- (16) The outdoor storage of any tire upon any premises with the Town in such a manner that it does not conform to the approved storage methods defined in Article III, Section 8-51.

*****Secs. 8-35—8-50. - Reserved.**

ARTICLE III. – Outdoor Storage of Used and Scrap Tires.

Sec. 8-51. – Outdoor Storage.

All used tires for sale and scrap tires stored in the Town of Smithfield shall be kept in a manner which prevents their exposure to and collection of the elements of nature. Tires must not be allowed to hold water, dirt, rubbish or other foreign materials to prevent mosquito breeding and rodent harborage.

- (a) Used or scrap tires stored outside shall be screened from public view.
- (b) Used or scrap tires stored outside shall be stored on racks or neatly stacked not in excess of 10 feet in height; or in a roll-off front-load dumpster, or other metal storage container, including a trailer not exceeding 45 ft x 8 ft x 13 ft if covered and if the stacked tires do not exceed height of 13 feet and used and scrap tires shall be shielded from rainwater.
- (c) There shall be no more than one roll-off front-load dumpster, metal storage container or tire storage trailer per business. Such dumpster, container or trailer shall not occupy required parking areas. Tire storage trailers shall only be stored on approved paved surface areas and used and scrap tires shall be removed from the site on a regular basis.

- (d) Outdoor storage areas for tires shall be screened by a 6-8 ft high opaque durable fence or wall. Tire storage dumpsters and containers shall be screened on three (3) sides by means of a durable opaque fence, opaque wall or solid vegetative buffer.

7. Consideration and request for approval to remove various signs throughout the Town as a part of the wayfinding project

Planning Director Stephen Wensman address the Council on a request to remove various signs throughout Town. Mr. Wensman explained with the wayfinding project, part of it was to help remove sign clutter. Staff was seeking Council input on which signs could be removed.

Councilman Wood stated he was not in favor of removing the “Home of Barry Foote” signs. He was agreeable to allowing those signs to be displayed at another location.

Councilman Barbour stated the Council discussed displaying civic organization signs in one location. The Town Manager responded staff will find a place to put all the civic organization signs. Councilman Barbour suggested sending this item back to staff for them to provide a list to Council on the signs that should be removed.

Mr. Wensman stated some the Town would have to get permission from NCDOT to remove some of the signs. Staff would also consult the County to determine if they would be agreeable to allowing the Town to remove some of their signs. Town Manager Michael Scott stated since most of the signs staff would like to remove are on state roads, NCDOT will not allow the removal of the signs unless they know the Council’s wishes. Mr. Wensman stated the Johnston County Airport could be added to Phase 3 of the Wayfinding project if the Council so desired.

It was the consensus of the Council to remove the following signs:

- Eastbound side of Highway 70 West: City wide speed limit sign, welcome sign, fire district sign, city limit sign and bird sanctuary sign.
- Westbound side of US Highway 70 East near Johnston Community College: First Christian church sign in the right of way. Before this is removed, Town staff will speak with members of the Church
- Southbound side of North Brightleaf Boulevard near the new Wash House: Town Planning and Zoning limit sign.
- Corner of Brightleaf Boulevard and Booker Dairy Road: The old Welcome to Smithfield sign
- Southbound side of North Brightleaf Boulevard near Walmart: Methodist church sign in the right of way. This will not be removed until staff can speak with the church.
- US Highway 70 West at the intersection with NC Highway 210: County landfill and livestock arena signs. Staff will discuss removing these signs with County officials.
- Corner of South Brightleaf Boulevard and Brogden Road: Smithfield Business District Sign
- Northbound and Southbound sides of Highway 301 South near the intersection of Packing Plant Road: County landfill and livestock arena signs. Staff will discuss removing these signs with County officials.
- Southbound side of Highway 301 South: Highway Patrol Station sign. Staff will contact the Highway Patrol to determine if this sign can be removed
- Outlet Center Drive near the Smithfield Business Park: Town Planning and Zoning limit sign.

- North Brightleaf Boulevard near the intersection of Market Street: Trailways Bus station sign.
- Northbound side of Highway 301 South near Holt Lake: Town signs and superior landscaping sign in the right of way.

It was the consensus of the Council to not remove the following signs:

- Outlet Center Drive: “To Smithfield Crossing Drive Use Left Lane” – keep this sign until the roundabout is reconfigured.
- South Brightleaf Boulevard: South Smithfield Elementary School sign
- North Brightleaf Boulevard at the intersection of Hospital Road: The National Guard Armory sign.

It was the consensus of Council to relocate the following signs:

- Eastbound side of Highway 70 West: “Hometown of Barry Foote, Major League Baseball Player and Coach
- Corner of North Brightleaf Boulevard and Booker Dairy Road: Smithfield Selma Senior High School and Smithfield Middle School should be relocated to the intersection of Booker Dairy Road and Booker Dairy Extension.
- Highway 301 South near Holt Lake: 45 mph sign

8. Discussion concerning the installation of the G1 Monumental Gateway Sign on Outlet Center Drive

Planning Director Stephen Wensman informed the Council that all the signs are installed except for a few trailblazer signs. The large G1 monument sign was supposed to be installed on Brightleaf Boulevard near the intersection of the new Booker Dairy Road Extension. NCDOT will not allow the Town to put the sign there because of the sight lines. Another option would be to install it on Outlet Center Drive close to the Smithfield Business Park. Mr. Wensman explained the property owner has given the Town permission to install the G1 monument sign on her property, but she would like the same agreement as the other property owners have been given.

Councilman Scott suggested installing the monumental sign on Buffalo Road. Mr. Wensman stated G2 signs could be installed on Brightleaf Boulevard and on Outlet Center Drive. The G1 large monument sign could be installed in the future.

Councilman Scott made a motion, seconded by Councilman Wood, to install a G2 gateway signs on Outlet Center Drive and North Brightleaf Blvd and the others will be taken under advisement at a later date. Unanimously approved.

Councilmembers Comments:

- Mayor Moore stated the census is very critical for the Town of Smithfield. He asked the Council to make sure they spoke with their constituents about the importance of the census and completing the survey
- Councilman Scott informed the Council that long-term employee Cedric Raynor recently passed away. He asked everyone to keep the family in their thoughts and prayers. He also informed the Council that the employee benefits committee met and one of the things discussed was employee recognition. There are a lot of inexpensive things the Town can do to recognize employees. There is a lot of opportunity to make a difference.
- Councilman Barbour stated that even though the police office pay issue was not on the agenda,

the Council continues to discuss it. The Council is discussing how to handle the situation and how it relates to all other employees. The Council appreciates all Town employees and the jobs they perform.

Town Manager's Report:

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

- Census: This is going to be the most important thing the Town does all year. We need to make sure all citizens are counted. Staff will be doing everything to get the information to all citizens.
- The PEG channel is currently down and has been down since the power outage. Staff is trying to get the software company to make the necessary repairs. We are working diligently, but we must wait for the contract to do the necessary repairs.
- Phase 2 of East River has been submitted to the Planning Department for approval. 32 additional homes comprise Phase 2. Currently there are 18 homes with roof tops under construction.
- The annual Daddy-Daughter Dance is scheduled for February 22nd at 7:00 pm at the SRAC.
- Road Resurfacing: Bid openings are set for Thursday, February 6th at 9:00 am

Equity Drive Update

Councilman Barbour asked for an update on the Equity Drive Project. Town Manager Michael Scott responded the Council set aside \$1 million to resurface Equity Drive. Sidewalks would be constructed on one side and curb and gutter would be installed. After negotiating a price for engineering services, staff felt the price was too high. Staff began the process again to determine what could be done in house to bring the cost within budget. Staff did receive a quote from a company that is not an engineering firm but does has the expertise to write an RFP for the construction project. The major issue is making sure there will be proper drainage. The Town Engineer and staff is working with the company which will cost about \$12,000 and is well within budget and not like the \$250,000 bid we received from an engineering firm. We'll send out RFP and then bring it Council for approval so we can begin construction. This project is a matter of keeping it within budget.

Adjourn

Being no further business, Councilman Scott made a motion, seconded by Mayor Pro-Tem Dunn, to adjourn the meeting. The meeting adjourned at approximately 9:38 pm

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent Agenda Item:
Date: 03/03/2020

Application for Temporary Use Permit

Subject: Temporary Use Permit
Department: Johnston County Alumnae Chapter
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to authorize Johnston County Alumnae Chapter to hold a Taking Strides Against Family Violence 5K on Saturday, May 2nd, 2020 from 7:00 am to 11:00 am on the Buffalo Creek Greenway at 600 E. Booker Dairy Road.

Financial Impact

None

Action Needed

To Approve the Temporary Use Permit Application

Recommendation

Approve 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
Date:	03/03/2020

Johnston County Alumnae Chapter is requesting to hold a Taking Strides Against Family Violence 5K on Saturday, May 2nd, 2020 from 7:00 am to 11:00 am on the Buffalo Creek Greenway at 600 Booker Dairy Road. Amplified sound will be used between 7:00 am and 11:00 am. No food or goods will be sold at this event. Smithfield Police Department will be needed to provide safety for participants in the 5K. Two trash cans have been requested for this event.



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

Temporary Use Permit Application

TYPES OF EVENT

- Special Event
- Town recognized event _____
- Over 100 people in attendance
- Live Band or Amplified Sound DJ
- Requires closure or blockage of Town Street
- Involves Food Trucks
- Requires Security (potential safety, security concerns)
- Involves structures larger than 200 square feet and canopies larger than 400 square feet
- Involves Town park property
- Involves Fireworks
- 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) 5K Walk/Run

Completed applications should be submitted to the Town of Smithfield Planning Department at least 4 weeks prior to the event.

<u>JCAC 5K Walk/Run</u> Name of Event	<u>600 E. Booker Dairy Road</u> Location of Event (exact street address)
------------------------------------------	-----------------------------------------------------------------------------

Applicant name Telia Virgin E-mail address jcacpresident@gmail.com
 Address P O Box 2216 Zip 27577
 Phone number 919-841-3675 Event date May 2, 2020
 Event start time 7:00am Event end time 11:00am
 Event set up time 6:30am Event cleanup time 11:00am
 Sound amplification Hours 8:45am-11 Will food or goods be sold? _____

Food Trucks if applicable _____, requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)

Security agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? yes

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

Are event trash cans needed? yes How many? 2

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 will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Telia Virgin Telia Virgin 2-3-2020
 Applicant's Name (print) Signature Date

Planning Director: [Signature] Date: 2/3/20

Method of Payment: Cash _____ Check# _____ Credit Card X Amount \$ 100.00



Request for Town Council Action

Consent Agenda Item:
Date: 03/03/2020

Application for
Temporary Use Permit

Subject: Temporary Use Permit
Department: Powers & Thomas Midway Entertainment
Presented by: Planning Department
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Powers & Thomas Midway Entertainment to hold a carnival at Carolina Premium Outlets located at 1025 Outlet Center Drive.

Financial Impact

None

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approve 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

Powers & Thomas Midway Entertainment would like to set up and operate a spring carnival at Carolina Premium Outlets located at 1025 Outlet Center Drive. Set-up would take place April 6th-April 9th, the carnival would operate April 9th- 19th and removal would be April 20th. Food and goods will be sold at this event. Smithfield Police Department will provide security.



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

Temporary Use Permit Application

TYPES OF 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 = Trailers
- Requires Security (potential safety, security concerns)
- Involves structures larger than 200 square feet and canopies larger than 400 square feet
- Involves Town park property
- Involves Fireworks
- 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) _____

Completed applications should be submitted to the Town of Smithfield Planning Department at least 4 weeks prior to the event.

<u>Spring Carnival</u> Name of Event	<u>Carolina Premium Outlets</u> Location of Event (exact street address)
-----------------------------------------	-----------------------------------------------------------------------------

Applicant name Edward Powers E-mail address edpowers95@hotmail.com
 Address 7741 Bonaventure Dr Zip 27541
 Phone number 813-335-5298 Event date April 9 thru April 19
 Event start time 5pm April 9 Event end time 11pm April 19
 Event set up time April 6 thru April 9 Event cleanup time April 20 8:00AM
 Sound amplification Hours _____ Will food or goods be sold? YES
 # Food Trucks if applicable 4 (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)
 Security agency name & phone, if applicable: Smithfield Police Dept
 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? NO How many? _____

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 will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Edward Powers Applicant's Name (print) [Signature] Signature 2/18/20 Date

Planning Director: [Signature] Date: 2/19/20

Method of Payment: Cash _____ Check# 1992 Credit Card _____ Amount \$ 100.00



Request for Town Council Action

Consent Agenda Item:
Date: 03/03/2020
Application for Temporary Use Permit

Subject: Temporary Use Permit
Department: Sudan Shriners
Presented by: Planning **Director - Stephen Wensman**
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow the Sudan Shriners to hold a parade on May 16, 2020 from 12:00-12:30 pm.

Financial Impact

None

Action Needed

To approve the Temporary Use Permit Application and Adopt Ordinance #504

Recommendation

Approve the Temporary Use Permit Application and Adopt Ordinance #504

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. Parade Application
4. Parade Application Agreement & Release
5. Parade Route
6. Ordinance #504



Staff Report

Consent
Agenda
Item:

Application
for
Temporary
Use Permit

The Sudan Shriners would like to hold a parade on Saturday, May 16th, 2020. The lineup for the parade would begin at 10:00 am. The parade would be held from 12:00-12:30 pm. The route of the parade would begin on Sixth Street and carry onto Market Street ending on Second Street. The applicant is asking that these streets be closed off during this time. No food or goods will be sold. No security or trash cans will be needed.

Since the parade will be conducted on an NCDOT Highway, the Town must adopt an Ordinance stating the Town Council has approved the Shriner's parade request.



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

Temporary Use Permit Application

TYPES OF EVENT

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

Sudan Shrine Parade ^{west to} Market St ^{and} from 6th to 2nd streets + 2nd St.
 Name of Event Location of Event (exact street address)

Applicant name Larry W. Barnes E-mail address lbarnes269@embarqmail.com

Address 1287 Cole Rd, Clayton NC Zip 27520

Phone number 919-202-1455 Event date 5/16/2020

Event start time 10:00 Line Up Event end time 12:00-12:30

Event set up time ~~10:00~~ Clear street early Event cleanup time ∅

Sound amplification Hours 11:00-12:00 Will food or goods be sold? Not by Sudan except for yard sticks

Food Trucks if applicable N/A (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)

Security agency name & phone, if applicable: N/A

Will any Town property be used (i.e., streets, parks, greenways)? Yes - streets and sidewalks for Spectators

If any Town streets require closure, please list all street names. 6th st. Market from 6th → 2nd, 2nd St to Church St.

Are event trash cans needed? _____ How many? _____

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 will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Larry W. Barnes Larry W. Barnes 2/10/2020
Applicant's Name (print) Signature Date

Planning Director: Stephen Allen Date: 2/14/20

Method of Payment: Cash _____ Check# _____ Credit Card _____ Amount \$ ∅ waived (Non-profit)



SMITHFIELD POLICE DEPARTMENT

110 S. Fifth Street • Smithfield, NC 27577
Phone: (919) 934-2121 • Fax: (919) 934-0223



Robert K. Powell
Chief

APPLICATION FOR PARADE PERMIT

I, Larry W. Barnes, address 1287 Cole Rd, Clayton NC 27520 Permit Number: _____
telephone (H) 919-202-1455 (B) _____, do
hereby make application for a parade permit to conduct a parade within the corporate limits of the Town of
Smithfield as provided by Chapter 17 of the Smithfield Code of Ordinances.

It is understood and agreed that any permit issued to this application is issued on condition that the answers to the following questions are true and correct to the best of the knowledge, information and belief of the applicant.

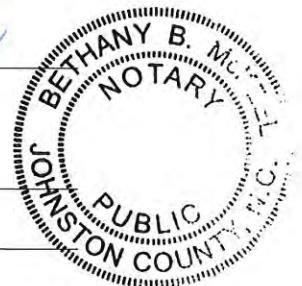
- (1) If an organization, the name and address: Sudan Shriners
Principal officers and addresses: Larry W. Barnes
1287 Cole Rd, Clayton, NC 27520
Does applicant have authorization to act on behalf of the organization? Yes No
- (2) Name, address and telephone number of the person who will be the parade chairman and who will be directly responsible for its conduct: Frank Long, Director of Units
910-890-2970 2885 Brick Mill Rd, Lillington, NC
- (3) The purpose, objective and reasons for conducting such parade: Sudan Shriners' Spring Ceremony
- (4) Date of Parade 5/16/2020 Formation Time 10:00 am
Start Time 11:00 am End Time 12:00
- (5) Is the route for the parade described completely on the reverse of this application? yes
- (6) The approximate number of units in the parade include: 40+ or - Shrine Units
Number of Persons: 400-600 variety of vehicles
Number of Vehicles: 250-300 Type: Small go carts to motorhomes
Number of Animals: <10 Type: Horses + Mules
- (7) Is parade route deviation requested? _____
Is deviation request letter to City Manager included? _____
Is petition attached? _____
- (8) Name and address of person who will accompany the parade and carry the permit at all times:
Frank Long - Director of Units Sudan Shriners
- (9) The interval of space to be maintained between units is: 50'
- (10) Will the parade occupy all or only a portion of the width of the streets proposed to be traveled?
All
- (11) I hereby agree that I will provide _____ monitors along the parade route as required by the City, under the terms of the permit issued, in order that adequate provision can be made for the safe and orderly movement of the parade.

Subscribed and sworn before me
this 10th day of February, 2020.

Bethany B. McKeel
Notary Public
My Commission Expires: 08-06-2024

Larry W. Barnes
Applicant

Investigated By:
Chief Of Police





SMITHFIELD POLICE DEPARTMENT

110 S. Fifth Street • Smithfield, NC 27577
Phone: (919) 934-2121 • Fax: (919) 934-0223



Robert K. Powell
Chief

PARADE PERMIT APPLICATION AGREEMENT AND RELEASE

(Town Code Section 17-71)

This agreement made this 10th day of February, 2020, by and between the Town of Smithfield, hereinafter called Town, and Larry W. Barnes, hereinafter called Applicant. It is specifically understood that if this application is made on behalf of an organization that all terms herein apply to each member of such organization who will participate in the event for which the permit is issued.

WITNESSETH:

In consideration of Town's granting an appropriate permit to Applicant to sponsor or conduct a Shrine Parade which will require utilization of Town personnel, Applicant agrees to waive, release from and hold harmless the Town as to any and all claims, of whatever nature in law or equity which may be alleged by Applicant to arise as result of or as part of the event for which this permit is issued, excepting injury or damage found to have been proximately caused by the Town.

Applicant further agrees to defend and indemnify the Town, its agents and employees, from any claims, judgments or other remedy that any third person may seek arising from the conduct of the Town regarding the event for which this permit is issued, excepting injury or damage found to have been proximately caused by Town.

It is specifically understood that the Town, in issuing this permit, is in no way a sponsor of this event.

Applicant whose signature appears below, in executing this agreement certifies that he is duly authorized to bind himself and all others who will participate in the proposed event and does hereby bind same to the terms of this agreement.

This 10th day of February, 2020.

Applicant

Town of Smithfield

Before me this 10th day of February, 2020, the persons whose signatures appear above identified themselves as same and executed this document in my presence.

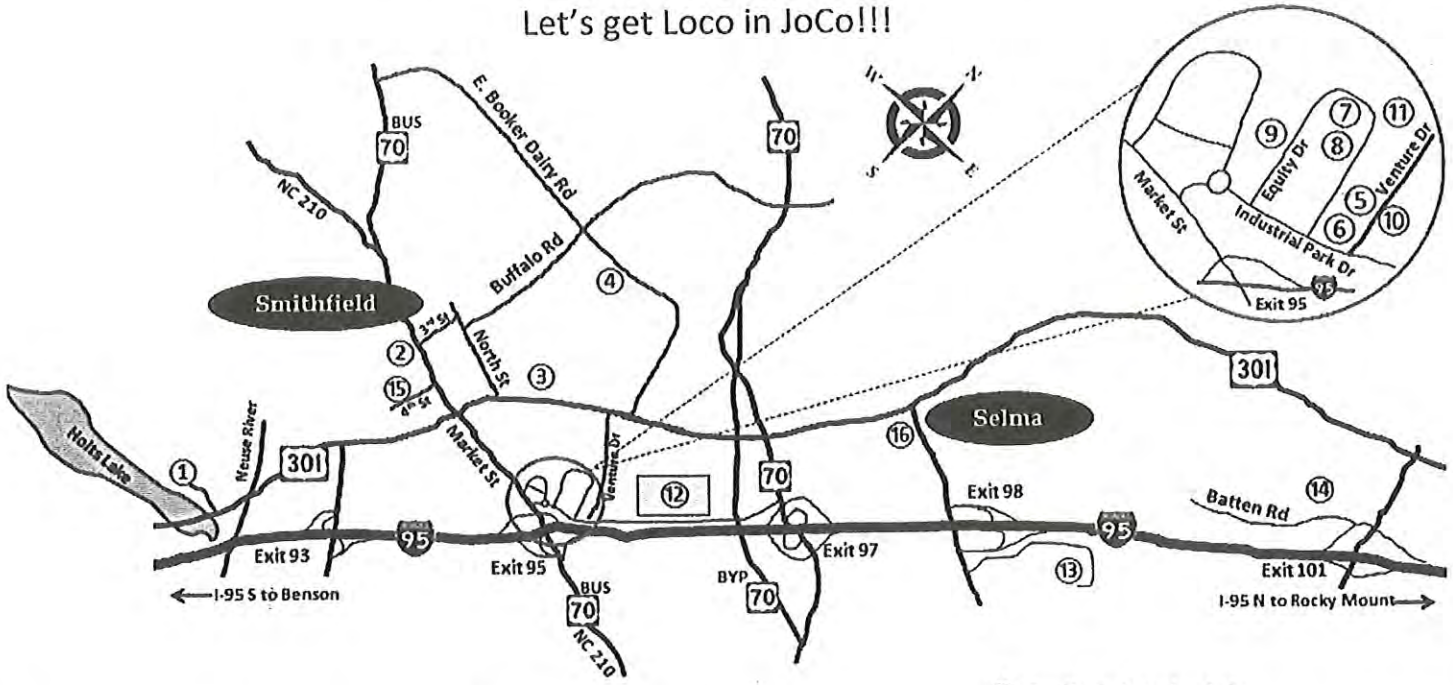
Bethany B. McKel
Notary Public
My Commission Expires: 08-06-2024



November Ceremonial in Smithfield, NC

November 13-15, 2014

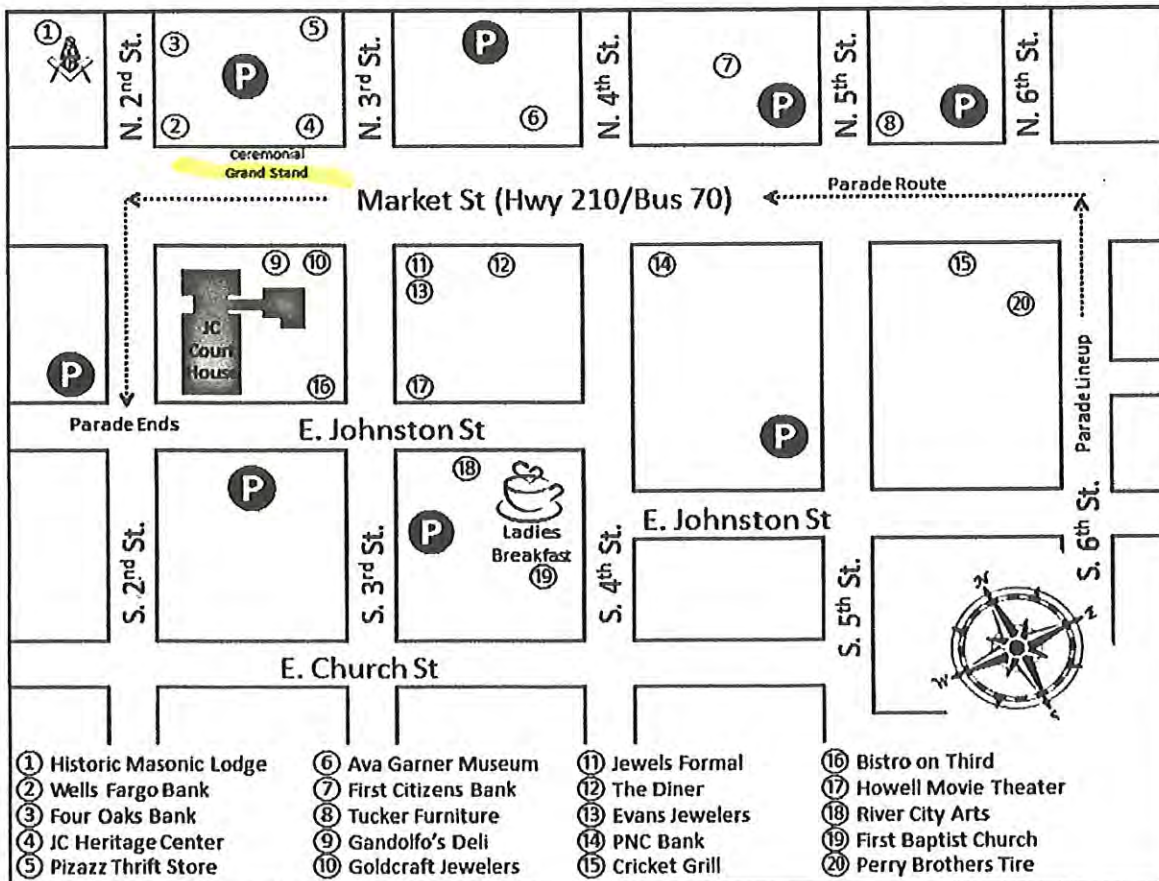
Let's get Loco in JoCo!!!



- 1) Johnston County Country Club / Holts Lake
694 County Club Rd, 27577 919-934-4166
- 2) Downtown Smithfield Shopping
- 3) Johnston Memorial Hospital
509 N Brightleaf Blvd, 27577 919-938-7588
- 4) Smithfield Selma High School
700 E. Booker Dairy Rd, 27577
- 5) Sleep Inn (Headquarters)
270 N. Equity Dr, 27577 919-209-2360

- 6) Super 8 (Headquarters)
735 Industrial Park Dr, 27577 919-989-8988
- 7) Holiday Inn Express
190 S. Equity Dr, 27577 919-934-3350
- 8) Comfort Inn
170 S. Equity Dr, 27577 919-938-4444
- 9) Best Western
145 S. Equity Dr, 27577 919-989-4047
- 10) Fairfield Inn
809 Venture Dr, 27577 919-938-0050

- 11) Equity Dr Camping Lot
230 S. Equity Drive, 27577
- 12) Carolina Premium Outlets
1025 Industrial Park Dr, 27577 ... 919-989-8757
- 13) RVacation Campground
428 Campground Rd, 27576 919-965-5923
- 14) The Farm
215 Batten Rd, 27576 919-750-5464
- 15) First Baptist Church (Ladies Breakfast)
202 S. 4th St, 27577 919-934-9771
- 16) Downtown Selma Shopping



- 1) Historic Masonic Lodge
- 2) Wells Fargo Bank
- 3) Four Oaks Bank
- 4) JC Heritage Center
- 5) Pizazz Thrift Store

- 6) Ava Garner Museum
- 7) First Citizens Bank
- 8) Tucker Furniture
- 9) Gandolfo's Deli
- 10) Goldcraft Jewelers

- 11) Jewels Formal
- 12) The Diner
- 13) Evans Jewelers
- 14) PNC Bank
- 15) Cricket Grill

- 16) Bistro on Third
- 17) Howell Movie Theater
- 18) River City Arts
- 19) First Baptist Church
- 20) Perry Brothers Tire

**TOWN OF SMITHFIELD
North Carolina**

**ORDINANCE # 504
AN ORDINANCE DECLARING ROAD CLOSURES FOR THE
2020 SUDAN SHRINER'S PARADE**

WHEREAS, the Town Council of the Town of Smithfield acknowledges a long tradition allowing parades for the pleasure of its citizens; and

WHEREAS, the Town Council of the Town of Smithfield has been petitioned by the Sudan Shriners Organization to hold a parade on May 16, 2020; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges its citizens realize a financial benefit from holding these annual events; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges this event requires approximately two hours to install signing and traffic control to be provided by the Smithfield Police Department, and also requires approximately two hours for removing signs, traffic control and litter.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure on May 16, 2020 from 11:30 am until 1:00 pm for the Sudan Shriner's Parade described portion of a State Highway System route:

Route Description: Market Street (US70) from South 6th Street to South 2nd Street

Duly adopted this the 3rd day of March, 2020

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent Agenda Item: Date: Financing for Hook Lift Truck 03/03/2020

Subject: Consideration to Approve the Lowest Bidder, BB&T (now Truist) for Hook Lift Truck Loan of \$199,345

Department: Finance

Presented by: Finance Director - Greg Siler

Presentation: Consent Agenda Item

Issue Statement: The Town of Smithfield wishes to enter into an Installment Purchase Contract (G.S. 160A-20) to finance the purchase of a 2020 Hook Lift International 7300SBA Truck (Sanitation Dept.). The loan amount is \$199,345 with a rate of interest of 2.15 percent.

Financial Impact:

- Semi Annual payments will be \$21,050.87 (\$42,101.74 annually)
- Total interest over 59 months is \$11,164
- First payment of \$21,050.87 is payable in July, 2020

Action Needed: Award to lowest bidder, BB&T, the financing agreement for \$199,345 at 2.15 percent for 59 months and adopt Resolution # 655 (04-2020)

Recommendation: Adopt Resolution # 655 (04-2020) and Authorize Town Manager to sign a 59 month note with BB&T (now Truist Bank) on \$199,345 at a rate of 2.15 percent.

Approved: Town Manager Town Attorney

Attachment(s):

1. Staff Report
2. Rate and Term Comparison Spreadsheets
3. Resolution # 655 (04-2020)– Approving Terms with BB & T
4. Amortization Schedule



Staff Report

Consent Financing
Agenda for Hook
Item: Lift Truck

A request for proposal was sent out on January 22, 2020, to six (6) financial institutions soliciting financing bids on a 2020 Hook Lift truck. The Town received financing bids from five lenders on the \$199,345 loan request. All bids were based on a 59 month term with semi-annual payments. Civic FCU proposed 2.95%, KS Bank proposed 2.69%, United Community 2.67%, First Citizens Bank 2.27%, and BB&T 2.15%. The fixed semi-annual payment using BB&T 2.15% for 59 months is \$21,050.87 (\$42,101.74 annually). The annual payment of \$42,101.74 will be budgeted in the FY20-21 budget.

Board approval to proceed with financing was decided with the approval of the FY18-19 budget.

**Town of Smithfield Financing Proposal Results for Hook Lift Truck Loan of \$199,345
5 years (59) Months**

	<u>Civic FCU</u>	<u>KS Bank</u>	<u>United Community</u>	<u>First Citizens</u>	<u>BBT (Truist)</u>	<u>PNC</u>
Rate	2.95%	2.69%	2.37%	2.27%	2.15%	No Appetite for a loan this small
Fees	\$0	\$0	\$0	\$0	\$0	
Prepayment Penalty	None	None	None	None		
Semi-Annual Payment	\$21,587.94	NOT PROVIDED	\$21,256.68	\$21,160.32	\$21,050.87	
Interest Expense	\$16,534	NOT PROVIDED	\$13,222	\$12,258	\$11,164	

February 6, 2020

Mr. Greg Siler
Town of Smithfield, NC
PO BOX 761
Smithfield, NC 27577

Dear Mr. Siler:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the Town of Smithfield, NC (“Borrower”).

PROJECT: Hook Lift Truck

AMOUNT: \$199,345.00

TERM: 59 months

INTEREST RATE: 2.15%

TAX STATUS: Tax Exempt – Bank Qualified

PAYMENTS: Interest: Semi-Annual
Principal: Semi-Annual

INTEREST RATE CALCULATION: 30/360

SECURITY: Vehicles and Equipment

PREPAYMENT TERMS: Prepayable in whole at any time without penalty

RATE EXPIRATION: March 23, 2020

DOCUMENTATION/ LEGAL REVIEW FEE: N/A

FUNDING: Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

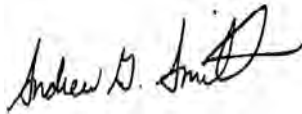
Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

Lender appreciates the opportunity to offer this financing proposal. Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,



Andy Smith
Senior Vice President
Truist Bank

Resolution # 655 (04-2020) Approving Financing Terms

WHEREAS: The Town of Smithfield, NC (“Borrower”) has previously determined to undertake a project for the financing of a hook lift truck (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 6, 2020. The amount financed shall not exceed \$199,345.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.15%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2020

By: _____

By: _____

Title: _____

Title: _____

SEAL

BOND DEBT SERVICE

Town of Smithfield, NC
 Draft Payment Schedule Hook Lift Truck

Dated Date 03/06/2020
 Delivery Date 03/06/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
03/06/2020						199,345.00	199,345.00
07/01/2020	19,681.75	2.150%	1,369.11	21,050.86		179,663.25	179,663.25
01/01/2021	19,119.49	2.150%	1,931.38	21,050.87		160,543.76	160,543.76
06/30/2021					42,101.73	160,543.76	160,543.76
07/01/2021	19,325.02	2.150%	1,725.85	21,050.87		141,218.74	141,218.74
01/01/2022	19,532.77	2.150%	1,518.10	21,050.87		121,685.97	121,685.97
06/30/2022					42,101.74	121,685.97	121,685.97
07/01/2022	19,742.74	2.150%	1,308.12	21,050.86		101,943.23	101,943.23
01/01/2023	19,954.98	2.150%	1,095.89	21,050.87		81,988.25	81,988.25
06/30/2023					42,101.73	81,988.25	81,988.25
07/01/2023	20,169.49	2.150%	881.37	21,050.86		61,818.76	61,818.76
01/01/2024	20,386.31	2.150%	664.55	21,050.86		41,432.45	41,432.45
06/30/2024					42,101.73	41,432.45	41,432.45
07/01/2024	20,605.47	2.150%	445.40	21,050.87		20,826.98	20,826.98
01/01/2025	20,826.98	2.150%	223.89	21,050.87			
06/30/2025					42,101.74		
	199,345.00		11,163.67	210,508.67	210,508.67		



Request for Town Council Action

Consent	19/20
Agenda	Resurfacing
Item:	Project
Date:	03/03/2020

Subject: FY 19/20 Resurfacing Project
Department: Public Works Department
Presented by: Lenny Branch, Public Works Director
Presentation: Consent Agenda

Issue Statement

The Public Works Department is proposing the FY 19/20 Resurfacing Project be awarded to Garris Grading & Paving.

Financial Impact

Approved Budgeted amount for FY 2019- 2020: \$260,000.00.
Amount of contract Bid: \$234,119.60

Action Needed

Council approval to award the FY 19-20 resurfacing Project to Garris Grading & Paving.

Recommendation

Staff recommends awarding the FY 19-20 Resurfacing Project to the lowest bidder Garris Grading & Paving in the amount of \$234,119.60.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Street Resurfacing List
3. Company Proposals



Staff Report

Consent Agenda Item: 19/20 Paving Project

This year's Resurfacing Project consist of 10 streets that will receive a 1" ½ overlay. Five (5) of the streets will require to be milled down 1" ½ below the gutter line before paving. Approximately 1.2 miles of city streets will be paved. Eleven (11) BID packets were sent out to area contractors. We received proposals from nine (9) companies as follows:

1. Garris Grading & Paving	\$234,119.60
2. Daniels Inc.	\$273,071.68
3. ST Wooten	\$294,710.84
4. Turner Asphalt	\$296,129.68
5. Barnhill	\$299,994.34
6. Tripp Bro's Inc.	\$305,159.82
7. Selco	\$314,917.65
8. Fred Smith Co.	\$352,118.42
9. RDU Paving	\$362,712.04

Staff recommends awarding the FY 19-20 Resurfacing Project to the lowest bidder Garris Grading & Paving in the amount of \$234,119.60.

The Public Works Department has received several complaints on the poor ride quality of S 2nd Street between Riverside and Davis. This particular section of roadway underwent massive construction due to underground utility replacement. With the contract coming in under budget staff also recommends utilizing the remaining \$25,880.40 to resurface S 2nd Street between Davis and Riverside.

				Segment	
				From:	To:
Street Name					
1.		White Oak	DR	Bookerdairy Road	Camelia Drive
2.		Old Goldsboro	RD	Ash Street	Pine Street
3.		Woodsdale	DR	Bookerdairy Road	Brookwood Drive
4.		S 5th	ST	South Bright Leaf	Mill Street
5.		S 5 th	ST	Mill Street	Brogden Road
6.		Rainbow	LN	South Bright Leaf Blvd	Raindrop Cir
7.	W	Sanders	ST	S Crescent Drive	Chestnut Drive
8.	E	Davis	ST	South Bright Leaf Blvd	S 7 th Street
9.		Hancock	ST	10 th Street	11 th Street
10.		Sherwood	CT	Brookwood Drive	Cul-de-sac

- Contractor will be required to provide all traffic control devices in and around work zones.
- Contactor is responsible for notifying 911 communications on all temporarily closed streets. Please provide location of street closing as well as estimated time frame. Contact # 919-934-9411
- Contactor will be required to address drainage issues within newly paved areas. Do not block the flow of water in intersection that requires water to fall from gutter line to gutter line. Hand work maybe required in certain areas.
- Contractor will be responsible for keeping construction areas clean. All scraped areas along roadway edges will need to backfilled and raked down for positive drainage.
- All track-based equipment is required to be transported on trailers from site to site. Track equipment is not allowed on town-paved streets outside of construction areas.
- Contractor will be required to assist citizens in and out of driveway areas that fall within construction zones. This may require but not limited to flaggers designated at each end of intersections
- **Streets Highlighted in yellow will be milled down 1 ½” below the gutter line**
- Mill all Butt Joints (1 1/2” at 25' width) on adjoining areas of newly poured asphalt to the existing asphalt.
- **Do not pave over gutter areas. Taper edges at gutter line.**



TOWN OF SMITHFIELD
 231 Hospital Rd
 PO Box 761
 Smithfield, NC 27577
 919-934-2116

2019-2020 STREET RESURFACING PROJECT

Public Works Department
 Bid Opening – Thursday, February 6, 2020, 9:00 a.m.

BIDDER	BID AMOUNT	
Barnhill Contracting	\$299,994.34	
Fred Smith Co	\$352,118.42	
Garris Grading & Paving	\$234,119.60	
RDU Paving	\$362,712.04	
ST Wooten Corporation	\$294,710.84	
Turner Asphalt	\$296,129.68	
Selco	\$314,917.65	
Daniels Inc of Garner	\$273,071.68	
Tripp Bro's Inc	\$305,159.82	



Request for Town Council Action

Agenda
Item: Contract
Date: 03/03/2020

Subject: Litigation Contract
Department: Water and Sewer
Presented by: Ted Credle
Presentation: Consent

Issue Statement

Staff is requesting to hire Ward and Smith PA to represent the Town in its hearings **into alleged OSHA violations in the Town's Sewer Department.**

Financial Impact

\$5,000 to \$10,000.

Action Needed

Approve Contract

Recommendation

Approve Contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Contract



Staff Report

Agenda Contract
Item:

SUMMARY:

The Town Manager is requesting permission to enter into a contract with Ward and Smith, PA to represent the Town's Sewer Department as it litigates alleged OSHA violations that were brought to light last July during an unannounced OSHA inspection of the Town's Sewer operations and facilities.

Town staff has worked with the League of Cities and the Town's attorney and has participated in several hearings on these matters. It is now time to begin actual discussions with the State's Attorney General's Office and prepare for a possible court hearing. The Town Attorney has advised he does not have the expertise needed in this matter. Therefore, the Town Manager is asking to enter into a contract with Ward and Smith, PA for these services. The water and sewer fund has \$5,000 budgeted for this purpose. If additional money is needed, it would require a budget amendment from the water and sewer fund, contingency line where about \$240,000 remains.

751 Corporate Center Drive
Suite 300 (27607)
Post Office Box 33009
Raleigh, NC 27636-3009

P: 910.794.4813
F: 910.794.4877
wao@wardandsmith.com

February 11, 2020

VIA EMAIL (*ted.credle@smithfield-nc.com*)

Mr. Ted Credle
Public Utilities Director
Town of Smithfield
Post Office Box 761
Smithfield, NC 27577

RE: Town of Smithfield / North Carolina Department of Labor - OSH Citations

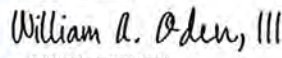
Dear Ted:

Thank you for contacting Ward and Smith, P.A. We look forward to working with you.

As discussed, attached is an original of an Engagement Agreement that sets out the terms of our representation. Please call if you have any questions about this Agreement. Should you desire to retain our services, please send us the agreed upon retainer, together with a signed copy of the Engagement Agreement, and keep a copy of this Agreement for your file. Until we receive the signed Engagement Agreement and the retainer, we have not been retained and do not represent you.

Please do not hesitate to call my colleagues, Devon Williams or Emily Massey, our paralegal, Carol T. Weyerhaeuser, or me should you have any questions or concerns as this matter progresses. We are always available to assist you.

Yours truly,

DocuSigned by:

DE843218CBD849A...
William A. Oden, III

WARD AND SMITH, P.A.

ENGAGEMENT AGREEMENT

Client and Matter

Town of Smithfield / North Carolina Department of Labor - OSH Citations

Nature and Scope of Representation

Ward and Smith, P.A. agrees to assist the Town of Smithfield in negotiating with the North Carolina Attorney General's office a reduction in penalties associated with the North Carolina Department of Labor-OSH citations received. Any further representation, including appealing and/or litigating the citations, will require a separate engagement agreement and retainer. Any additional representation beyond that set forth herein will require a separate engagement agreement.

Our fees are based on the time expended on Town of Smithfield's behalf, computed in one-tenth hour increments. My present hourly rate for this matter is \$460.00. Devon D. Williams' hourly rate for this matter is \$345.00. Emily G, Massey's hourly rate for this matter is \$260.00. Other attorneys and staff may be involved in providing Town of Smithfield with legal services and their hourly rates may differ from mine. The billing rates for our lawyers and staff may change from time to time and the adjusted rates will be used in computing our bills. To provide Town of Smithfield with the most cost-effective legal services, we will strive to allocate work to the person(s) who can perform it most effectively and cost efficiently.

This is an hourly rate contract. Our fees will be determined solely by the time and hourly rates of the individuals providing service.

Expenses

In addition to fees for legal services, Town of Smithfield will be responsible for certain expenses related to your matter, including delivery and courier services, travel, electronic discovery data processing and hosting, managed data review services, filing fees with courts, local counsel, expert witness fees, and other expenses we pay on your behalf. These expenses will be set out separately in our statements to Town of Smithfield. Town of Smithfield will not be charged for First-

Class postage, in-house copying, long distance telephone, facsimile, or computerized legal research.

Billing

Normally, we will prepare and send our statements monthly. Payment will be due upon receipt. Statements outstanding more than thirty (30) days from the date of the invoice will be assessed a late charge at the rate reflected on the statements. If payment is not received in a timely manner, we may suspend rendering services, notify Town of Smithfield of our suspension, and proceed to withdraw from representation. If Town of Smithfield's payment is not received in a timely manner, we also may draw from Town of Smithfield's retainer to cover any outstanding balances and prepare our final statement. Should the retainer not cover fully our final statement, Town of Smithfield will be responsible for paying any final balance due and owing within fifteen (15) days of receipt of our final statement. Should our final statement be less than the retainer, we will refund the balance to Town of Smithfield.

Town of Smithfield agrees to review each statement promptly and advise me in writing of any questions with regard to the statement within fifteen (15) days of receipt of such statement, following which I will attempt to resolve any such questions. If no questions are raised by Town of Smithfield within the fifteen (15) day time period, Town of Smithfield will be deemed to have accepted the statement as presented and have agreed to pay the statement in full.

Retainer

To confirm our representation, a retainer in the amount of \$3,000.00 is required. A retainer is a deposit and does not represent a fixed fee or an estimate of our fees. A retainer is not earned by the firm when received. This retainer is deposited in the firm's trust account. At the conclusion of your case, we will refund to you the remaining retainer balance or bill the balance due from you, as appropriate.

Termination of Representation

Our representation may be terminated by either party at any time for any reason. To terminate representation, the party electing to terminate must provide the other party with written notice. In this event, the provisions regarding fees contained in this letter shall continue to apply. Termination shall not excuse us from refunding any overpayment, nor shall it excuse Town of Smithfield from promptly remitting payment for any balance due.

In the event that our representation is terminated by Town of Smithfield after settlement or a verdict, then Ward and Smith, P.A. will be entitled to receive the fees and expenses as set forth above.

File Retention

At or before the conclusion of this matter, we will return to Town of Smithfield any original documents Town of Smithfield has given us. Upon conclusion of this matter, we will close our active file for this matter, but keep an inactive file containing a copy of all pertinent documents for a minimum of six (6) years, as required by the professional rules of practice for attorneys. At the end of that period, we will dispose of the contents of the inactive file unless Town of Smithfield requests possession of the file contents.

Social Media

Social media may impact your case in many ways. We strongly advise you to refrain from any social media activity that relates to or in any way touches on the issues for which we are being retained. We recommend that the matter for which you have retained us not be addressed by you in any type of social media including, but not limited to, posts, tweets, or chats. We also recommend that you discourage any third party from addressing this matter in any form of social media. In addition, while you may restrict or limit others' access to your social media, do not delete, alter, or otherwise remove any social media without first consulting with us.

Electronic Signature

The parties hereto consent to the use of electronic signatures and electronic transmittal of this Engagement Agreement. As such, the parties hereto acknowledge and agree as follows: (1) facsimile or electronic signatures to this Engagement Agreement shall be considered original signatures, (2) this Engagement Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, whether exchanged physically or via electronic means, and (3) the exchange of a fully executed Engagement Agreement (in counterparts or otherwise) by facsimile or electronic delivery in .pdf format shall be sufficient to bind the parties hereto to the terms and conditions of this Engagement Agreement.

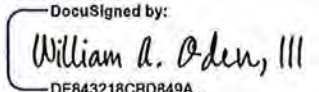
Acceptance

If the terms of this Engagement Agreement are satisfactory, please return a signed original, along with Town of Smithfield's check for Town of Smithfield's retainer in the amount specified above. By these actions, and in consideration for our agreeing

to undertake this representation, we will understand that the terms and conditions in this Engagement Agreement are accepted. Our representation will commence when Town of Smithfield's signed Engagement Agreement and retainer have been received by us. Please return the signed Engagement Agreement and retainer within the next two to three business days.

Read and agreed this the 11th day of February, 2020.

WARD AND SMITH, P.A.

By: 
William A. Oden, III

TOWN OF SMITHFIELD

By:

Michael L. Scott, Town Manager



Request for Town Council Action

Consent Agenda Item: Application for the FEMA AFG Grant
Date: 03/03/2020

Subject: FEMA AFG Grant for Equipment
Department: Fire Department
Presented by: Fire Chief - John Blanton
Presentation: Consent Agenda Item

Issue Statement

Authorization to apply for an AFG (Assistance to Firefighters Grant) to install an Exhaust removal system for Station #2, replace the aging SCBA air compressor and to replace 15 sets of outdated Turnout Gear that is currently being used by the Fire Department.

Financial Impact

Approved Budgeted Amount for FY 2019-2020: None

Amount of Purchase/Bid/ Contract: \$8,025.00, **this would be the Town's 5% match to the grant if awarded.**

Action Needed

To approve the participation and application to the AFG (Assistance to Firefighters Grant) in the amount of with a 5% Town of Smithfield match of \$8,025.00

Recommendation

Staff recommends approval of this application for the potential savings of needed equipment that will have to be purchased otherwise by the town at full cost of \$160,500.00 in the future.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent
Agenda
Item: Application
to the
FEMA AFG
Grant

The AFG grant process opens in February 2020 and closes in March of 2020. This grant allows Fire Departments to apply for equipment; we would be applying for replacement of our aging Air Compressor, an exhaust removal system at Station #2 and out of date FF turnout Gear. This grant is a 95%-**5% purchase; meaning the Town's responsibility would be 5%** and the grant would cover 95% of the awarded amount. The amount for the grant application would be \$160,500.00. **The Town's responsibility if awarded would be \$8,025.00.** The process could take between 6-10 months before the notification of awarded grants. This would put the purchase, if awarded in the 2020-2021 budget year.

It is the Fire Departments goal to seek any ways possible to save the tax dollars used to make these needed purchases.



Request for Town Council Action

Consent Agenda Item: Advisory Board Appointments
Date: 03/03/2020

Subject: Advisory Board Appointments
Department: General Government
Presented by: Town Clerk - Shannan Parrish
Presentation: Consent Agenda

Issue Statement

The Town Council is asked to consider a new appointment to Board of Adjustment, a reappointment to the Parks and Recreation Advisory Commission and the reappointment to the Library Board of Trustees

Financial Impact

N/A

Action Needed

The Town Council is asked to consider and approve the appointment of Keith Dimsdale to the Board of Adjustment, approve the reappointment of James Foy to the Parks and Recreation Advisory Commission and approve the reappointment of Crystal Roberts to Public Library of **Johnston County and Smithfield's Library Board of Trustees**

Recommendation

Staff recommends approval of these appointments.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Keith Dimsdale – Board Application
3. James Foy – Board Application
4. Crystal Roberts – Board Application



Staff Report

Consent Advisory
Agenda Board
Item Appointments

Board of Adjustment

Keith Dimsdale has submitted an application for consideration to be appointed to serve a first term (3 years) on the Board of Adjustment

Parks and Recreation Advisory Commission

James Foy has submitted an application for consideration to be reappointed to serve on the Parks and Recreation Advisory Commission

Library Board of Trustees

Crystal Roberts has submitted an application for consideration to be reappointed to serve on the Library Board of Trustees

Current Board vacancies are as follows:

- Appearance Commission – 3 positions
- Board of Adjustment – 3 In Town positions
- Parks and Recreation Advisory Commission – 1 position



Town of Smithfield
Board, Commission, or Committee
Application

Name: Dimsdale Brian Keith
Home Address: 92 Brookwood Dr Smithfield NC 27577
Business Name & Address: Chick-fil-A 1300 N. Brightleaf Blvd Smithfield NC 27577
Telephone Numbers: 919 631-0738 01022@chick-fil-a.com

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

Form with checkboxes for: Appearance Commission, Board of Adjustment In Town Resident, Board of Adjustment ETJ Member, Historic Properties Commission, Library Board of Directors, Parks/Recreation Advisory Commission, Planning Board In-Town Resident, Planning Board ETJ Resident, Other.

Interests & Skills: finance

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

Recent Job Experiences: owner/operator Chick-fil-A

Civic or Service Organization Experience: Rotary, Chamber, United Way, Boys & Girls Club, JCT

Town Boards previously served on and year(s) served: Uniform Code Review -

Please list any other Boards/Commissions/Committees on which you currently serve: N/A

Why are you interested in serving on this Board/Commission/Committee?

To serve my community and help with maintaining a welcoming community

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Keith Dimsdale

Signature: [Signature] Date: 2-18-2020

Return completed for to:

Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: _____
(Last) (First) (MI)

Home Address: _____

Business Name & Address: _____

Telephone Numbers: _____
(Home) (Mobile) (Email)

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

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

Interests & Skills: _____

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

Recent Job Experiences: _____

Civic or Service Organization Experience: _____

Town Boards previously served on and year(s) served: _____

Please list any other Boards/Commissions/Committees on which you currently serve: _____

Why are you interested in serving on this Board/Commission/Committee? _____

Affirmation of Eligibility:

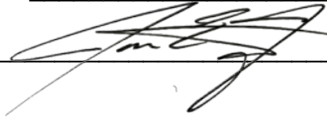
Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

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

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

Printed Name: _____

Signature:  _____ Date: _____

Return completed for to:

Shannan Parrish
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.parrish@smithfield-nc.com

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

Why are you interested in serving on this Board/Commission/Committee? I wish to continue my tenure

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Crystal K. Roberts

Signature: *Crystal Roberts*

Date: 02/20/2020

Return completed for to:

Shannan Parrish
Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

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

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



Staff Report

Consent
Agenda
Item: New
Hire /
Vacancy
Report

Background

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

In addition, please find the following current vacancies:

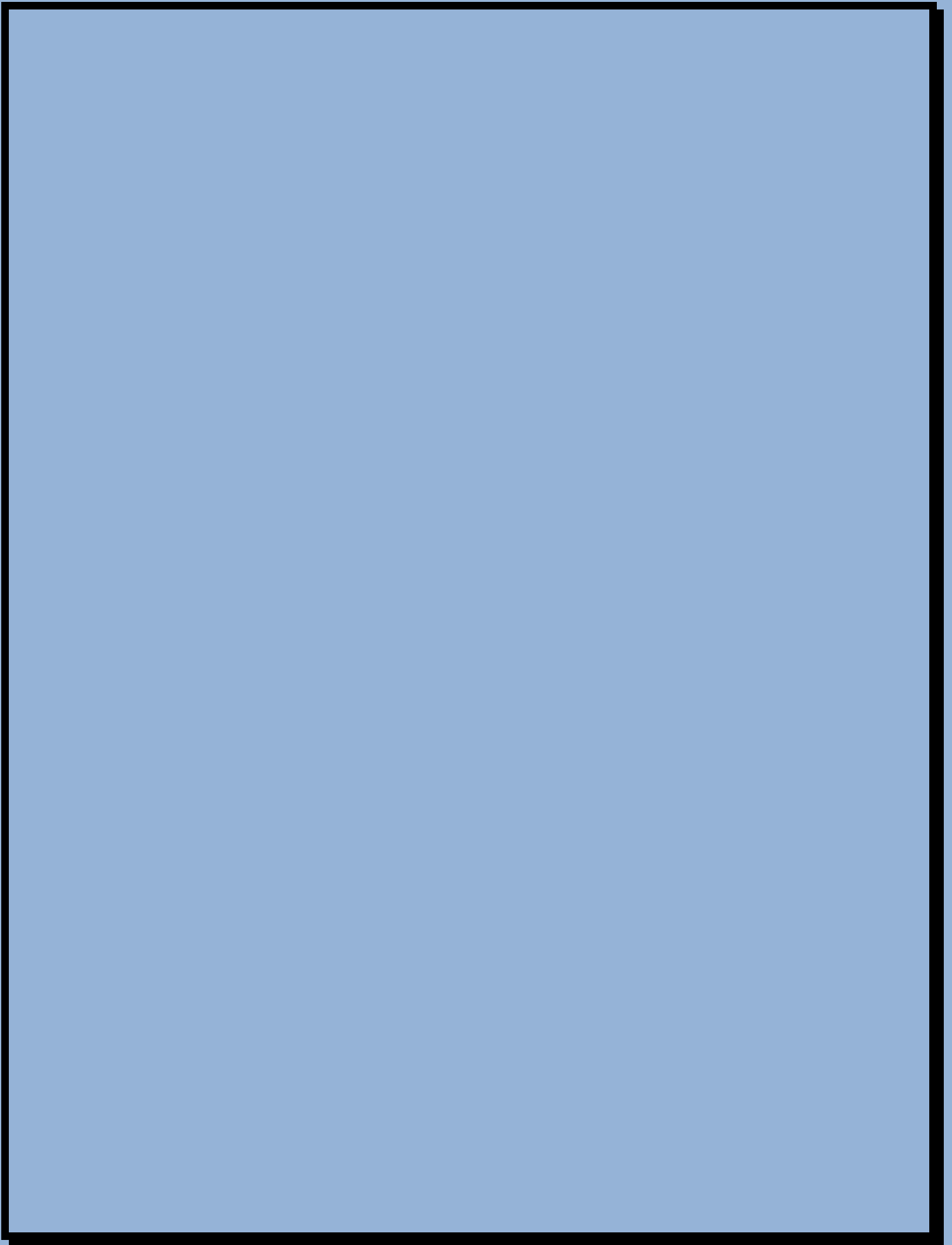
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Facility Maintenance Specialist	P&R – Recreation	10-60-6200-5100-0200
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 19-20 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Pool Staff	P&R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$8.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.

Business Items





Request for Town Council Action

Business
Agenda
Item:
Date: 03/03/2020

Traffic
Grant

Subject: GHSP Traffic Grant
Department: Police Department
Presented by: Chief R.K. Powell
Presentation: Business Item

Issue Statement

The Police Department is requesting to submit to the Governors Highway Safety Program (GHSP) to create a two-officer traffic team within the Police Department. The grant will not be awarded until October 2020, which will be in the new budget cycle. The grant is a three-year grant. This grant would cover personnel expenses and equipment expenses for the two-officer team.

Financial Impact

Approved Budgeted Amount for FY 2019-2020:

This grant would not have any Financial impact on current FY 2019-2020 budget. This would be discussed in budget meetings for FY 2020-2021.

Grant would pay 85% first year, 70% second year and 50% third year.

Action Needed

It is requested this issue be discussed by the Town Council and the Council approve the Police Department to submit a grant application to the Governors Highway Safety program to create a traffic safety team.

Recommendation

It is requested this issue be discussed by the Town Council and the Council approve the police department to submit a grant application to the Governors Highway Safety program to create a traffic safety team.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. GHSP Highway Safety Grant Information



Staff Report

Business Traffic
Agenda Grant
Item:

The grant will cover all personnel expenses and equipment expenses for a two-officer traffic team. This includes vehicles, vehicle equipment, radios, video cameras, officer salaries and benefits, officer equipment, potential salary increases during the grant period, fuel and radar units. The match amounts for the grant are 15% for year 1, 30% for year 2 and 50% for year 3. Equipment purchases are all included in year one and not spread over the 3-year period.

It is estimated the year one grant would be \$242,492.00. The match amount for the Town would be \$36,374.00. In year 2, the grant amount would be \$122,008 with town's match amount being \$36,602.40. Year 3 would be like year 2 in grant amount, but the match amount would increase to \$61,004. Following year three of the grant, all equipment becomes the property of the Town and the Town is under no obligation to continue the program. The number of officers hired under the grant could then be decreased through attrition, should the Council choose to do so.

In summary, the Town would receive assets and police officer time equal to \$494,000 at a three-year total cost to the Town of about \$135,000. The Town is under no obligation to accept these funds until after the grant is approved and comes back in front of the Town Council for final approval.

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189);
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (b) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (c) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.
12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and .

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
 - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property

purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Promotional, Educational or Other Materials.** If allowed, any promotional, educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
 - (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
 - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
 - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
 - (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
 - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
 - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
 - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
 - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
 - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
 - (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
 - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
 - (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
 - (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 19. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
 - (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

- 20. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 21. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 22. Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
 - (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 23. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 24. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
 - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
 - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 25. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
 - (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
 - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

- 26. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
- 27. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 28. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
- 29. Agency Fiscal Year.** The end date for the Agency's fiscal year is _____.
- 30. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER



Request for Town Council Action

Business Grant
Agenda Acceptance
Item:
Date: 03/03/2020

Subject: Spring Branch Stormwater Grant Acceptance
Department: Planning Department
Presented by: Stephen Wensman, Planning Director
Presentation: **Business** Agenda Item

Issue Statement

The Town Council should decide whether to accept a grant in the amount of \$100,000 for the Spring Branch Community Restoration Project with an estimated project cost of \$200,500. If the grant is accepted, the Town will need to find a funding source for the \$100,500 funding shortfall.

Financial Impact

The estimated project budget is \$200,500
The grant award amount is \$100,000
The funding shortage is \$100,500

Action Needed

To determine whether to accept the grant in the amount of \$100,000 and to determine a funding source for the \$100,500 funding shortfall.

Recommendation

Staff recommends the Town Council accept the \$100,000 grant funding and fund the shortfall through the general fund or other funding source.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Agenda Grant
Item: Acceptance

Overview:

The Town has been notified that it has been awarded a grant in the amount of \$100,000 for the proposed Spring Branch Community Restoration Project with an estimated project cost of \$200,500. The grant award leaves the project with a funding shortfall of \$100,500. The grant funder has asked whether the Town is going to accept the grant monies and how the Town will address the funding shortfall. A response is needed by March 4th.

Project Location:

The proposed project would be located on the Town's FEMA buyout properties on Church Street, between S. Fifth and S. Sixth Streets adjacent to the community gardens.

Project Summary:

The project will be designed to restore approximately 500 linear feet of Spring Branch and create/restore approximately 0.75-acres of emergent wetland. The project will provide flood attenuation, decreasing flooding of residents downstream of the project site; improve water quality, decreasing nutrient laden suspended sediment into the Neuse River, contributing to the reduction of deadly algal blooms in the Pamlico Sound, and dramatically improve habitat for aquatic flora and fauna within Spring Branch. The project will create a focal point for the community of Smithfield by incorporating a greenway within the project site; allow for the expansion of the existing community garden on site; and provide educational opportunities for students from preschool to college. The project goals include:

- Provide flood attenuation,
- Reduce nutrient pollution from Spring Branch into the Neuse River,
- Stream, floodplain, and wetland restoration/creation
- Create a focal point for the residents of Smithfield through the greenway extension, while creating educational opportunities,
- Enhance the riparian buffer,
- Floodplain reconnection,
- Installation of in-stream structures, cover and natural gravel channel material to enhance the benthic and fish habitats and communities.

Potential Funding Sources:

The Town Staff has made an inquiry to wetland mitigation bankers asking whether the project could qualify as wetland credits.

Related Project:

Town Staff is preparing a grant application to the Golden LEAF Disaster Recovery Grant Program to replace the 2nd Street Culvert and 4th Street Culverts at the Spring Branch.



Request for Town Council Action

Business Item: Downtown WiFi
Date: 03/03/2020

Subject: Downtown WiFi
Department: General Government
Presented by: Tim Kerigan
Presentation: Business Item

Issue Statement

Town staff has been working in conjunction with the Downtown Smithfield Development Corporation and is requesting approval for the procurement and installation of downtown WiFi service to be available to its citizens and visitors.

Financial Impact

The Town and the DSDC, along with the support of North Carolina House Representative Larry Strickland, collectively obtained a \$25,000 grant to be used for downtown improvement initiatives. The DSDC committed an additional \$6,960 in funds to support installation, maintenance, monitoring and high-speed internet service for up to 24 months. Depending on the speed of internet service acquired, funds needed by the Town may be anywhere from \$0 to \$3,835.76 to pay for the same 24-month period. These funds would be requested from the Economic Development Initiative funds (10-61-4110-5300-5710).

Action Needed

Council consideration and approval to proceed with request.

Recommendation

Staff recommends approval of the project with the internet speeds of 400 Mbps download / 20 Mbps Upload, requiring a Town contribution of \$376.75.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. WiFi Speed/Cost Options



Staff Report

Business Downtown
Item: WiFi
Date: 03/03/2020

Staff has been working with the DSDC to research options for providing free downtown WiFi to our citizens and visitors. The current phase would "light-up" or provide WiFi services to the approximate areas of 5th Street to the Neuse River from east to west and from Johnston Street to Bridge Street from south to north.

Some benefits of WiFi:

- Increased access to content that we drive them to (for example, the ability to visit the DSDC or Town websites to learn more about upcoming events or sign-up for newsletters,
- People stay downtown longer, spend more money and have a more favorable experience,
- Potential to collect information from users (home ZIP code, email address, etc.) and use that information to improve marketing, and
- Potential for a customizable splash page.

There are very few providers for this type of service in our area. Staff has been working with a local consultant to navigate our options.

We have been working with three different companies to provide the installation, maintenance and monitoring services. They are as follows:

CB Towers:	Responded in a timely and thorough fashion and able to complete the installation, maintenance and monitoring for 24 months at a cost of \$29,597.00 (\$23,285.00 materials and installation + \$6,312.00 maintenance and monitoring)
Comm-Core:	Unable to provide installation as required
Spectrum:	No quote submitted

The other service required for this project is the actual broadband for the internet service. The sole provider for this type of need is Spectrum. There are three cost options based on download and upload speeds. It is difficult to estimate the number of users that will be utilizing this service, but some towns of similar size report approximately 150,000 annual users. If we were to elect the basic plan, we would be under budget. If we were to elect the highest-speed plan, the Town would be requested to fund \$3,835.76 towards the project. Staff requests approval to proceed with Option 2, which is the mid-line option and would require funding from the Town in the amount of \$376.75 for the project. Please see the attached spreadsheet.

Installation and testing time for full implementation is estimated to be 60 days from approval.

If this project proves to be successful as expected, we may be able to leverage this process into broadband/high speed internet access that could be sent wirelessly to our parks and other facilities.

Downtown WiFi Options (as of 02/24/2020)

Option 1 - (Download/Upload Speeds of 200/10 Mbps)

Expenses			
Parts and Installation	1	\$ 23,285.00	\$ 23,285.00
Monitoring and Maintenance - Monthly	24	\$ 263.00	\$ 6,312.00
Internet Set-up	1	\$ 99.99	\$ 99.99
Internet Service - Monthly	24	\$ 59.99	\$ 1,439.76
		2-Year Total	\$ 31,136.75
Revenue			
Grant	1	\$ 25,000.00	\$ 25,000.00
DSDC Commitment	1	\$ 6,960.00	\$ 6,960.00
		2-Year Total	\$ 31,960.00
		Needed to Fund/Excess	\$ (823.25)

Option 2 - (Download/Upload Speeds of 400/20 Mbps)

Expenses			
Parts and Installation	1	\$ 23,285.00	\$ 23,285.00
Monitoring and Maintenance - Monthly	24	\$ 263.00	\$ 6,312.00
Internet Set-up	1	\$ 99.99	\$ 99.99
Internet Service - Monthly	24	\$ 109.99	\$ 2,639.76
		2-Year Total	\$ 32,336.75
Revenue			
Grant	1	\$ 25,000.00	\$ 25,000.00
DSDC Commitment	1	\$ 6,960.00	\$ 6,960.00
		2-Year Total	\$ 31,960.00
		Needed to Fund	\$ 376.75

Option 3 - (Download/Upload Speeds of 940/35 Mbps)

Expenses			
Parts and Installation	1	\$ 23,285.00	\$ 23,285.00
Monitoring and Maintenance - Monthly	24	\$ 263.00	\$ 6,312.00
Internet Set-up	1	\$ 199.00	\$ 199.00
Internet Service - Monthly	24	\$ 249.99	\$ 5,999.76
		2-Year Total	\$ 35,795.76
Revenue			
Grant	1	\$ 25,000.00	\$ 25,000.00
DSDC Commitment	1	\$ 6,960.00	\$ 6,960.00
		2-Year Total	\$ 31,960.00
		Needed to Fund	\$ 3,835.76



Request for Town Council Action

Business
Agenda
Item: Award of
Contract
Date: 03/03/2020

Subject: Award of Contract for Design Services for the Durwood
Stephenson Water Line – Phase II

Department: Public Utilities

Presented by: Ted Credle

Presentation: Business Item

Issue Statement

To complete the connection of the 16" water line across the Neuse River along Durwood Stephenson Highway, a public request was made for Engineering Design Services. After proposal were accepted The Wooten Company was chosen to negotiate a contracted amount.

Financial Impact

None. Although the proposed amount is \$65,000, this expense was approved as part of the Capital Project in the FY 2019-2020 budget

Action Needed

Approve the proposed contract with The Wooten Company and allow the Town Manager to execute the contract.

Recommendation

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

Approved: Town Manager Town Attorney

Attachments:

1. Proposed Contract with The Wooten Company
2. Boiler plate to the Proposed Contract
3. Price proposal form The Wooten Company



Staff Report

Business
Agenda
Item: Award of
Contract

As discussed in the February 2020 meeting, the proposed contractor to perform design services is The Wooten Company. At the February meeting Council approved staff to negotiate a price for services. Staff did enter into negotiations and the Wooten Company provided a price proposal to perform the work, which is attached.

Staff is asking the Council to authorize the Town Manager to execute the contract for an amount not to exceed \$65,000, for the proposed Engineering Design Services.



February 7, 2020

Mr. Ted Credle, PE
Public Utilities Director
Town of Smithfield
231 Hospital Road
Smithfield, NC 27577

**Re: Proposal for Engineering Services
Durwood Stephenson Water Line Phase II
Smithfield, North Carolina**

Dear Mr. Credle:

The Wooten Company is pleased to submit this proposal to the Town to provide engineering services for the above referenced project. It is our understanding that the Town has selected our firm to provide this work based on our Statement of Qualifications (SOQ) submitted on January 9, 2020. Our scope of services and compensation are included herein.

Scope of Service:

The scope of services will be in accordance with the SOQ and is generally listed as follows. It is noted that only the preliminary/final design and bidding services are requested at this time.

Design Phase

1. Conduct preliminary engineering including an alternatives evaluation to determine the preferred design alternative for the waterline installation.
2. Develop construction drawings and technical specifications. Submittals will be made at 30%, 90% and final. Drawings shall be based on Town provided topographic survey. Easement surveys are not anticipated at this time and are not included.
3. Conduct up to four (4) geotechnical borings and evaluation report to determine subsurface conditions at the drilling locations.
4. Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to three (3) meetings.
5. Identify wetlands, streams and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.
6. Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including: Division of Water Resources, Public Water Supply Section, and Land Quality; NC Department of Transportation Encroachment Agreement; US Army Corps of Engineers, Duke Energy, and State Property Office, as required.
7. Prepare contract bidding documents necessary for the taking of bids and the letting of the contract for the project.
8. Prepare opinion of probable construction cost.

120 North Boylan Avenue
Raleigh, NC 27603-1423

919.828.0531
Fax 919.834.3589

www.thewootencompany.com

Bidding and Negotiation Phase

1. Assist the Town in the advertising for bids.
2. Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
3. Prepare, as may be required, written addenda amending the bidding documents.
4. Conduct pre-bid conference at the location designated by the Town. Minutes will be kept and distributed to all plan holders in an Addendum.
5. Assist the Town in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Town, and advise the Town to the best of our ability as to proper and judicious award of contracts.
6. After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Town.

Additional Services

In addition to the foregoing services being performed, the following services may be provided upon amendment and prior written authorization of the Town.

- Construction Phase Services including construction administration and construction observation.
- Easement surveys and mapping services.

Fees

We propose to provide the above scope of work for a fee of **\$65,000**. A breakdown of our fee is provided below. Note that billings for the hourly work will be calculated using the labor rates of the employees involved as listed on the attached Schedule of Fees plus mileage at the current IRS standard mileage rate and out of pocket expenses at cost. Only those services as described within the base scope of services are included in the fee. Should modifications or additions to the scope of work be requested, we will prepare a written amendment to the services agreement to include such services at additional cost for your approval prior to initiating with the work.

Task Description	Payment Method	Fee
Preliminary Final/Design & Permitting	Lump Sum	\$47,000.00
Bidding/Negotiation	Lump Sum	\$5,500.00
Wetlands Delineation	Hourly (Est.)	\$4,000.00
Geotechnical Investigation	Hourly (Est.)	\$8,500.00
Total Fee		\$65,000

We appreciate this opportunity to continue our partnership with the Town of Smithfield and look forward to working with you on the project. If this proposal is satisfactory, it is our understanding that the next step will be to prepare the engineering services agreement. In the meantime, if you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

THE WOOTEN COMPANY



W. Brian Johnson, PE
Vice President



SCHEDULE OF FEES
Hourly Rates for Wage Categories

Wage Category	Hourly Billing Rate
Engineer I	\$ 106
Engineer II	\$ 135
Engineer III	\$ 160
Engineer IV	\$ 212
Architect II	\$ 135
Designer I	\$ 75
Designer II	\$ 90
Designer III	\$ 114
Designer IV	\$ 139
Construction Admin I	\$ 106
Construction Admin II	\$ 160
Construction Admin III	\$ 212
Construction Observer / Resident Project Representative	\$ 97
Utility Coordinator II	\$ 119
Utility Coordinator III	\$ 151
Survey Technician I	\$ 50
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 115
Surveyor II	\$ 109
Surveyor III	\$ 129
Surveyor IV	\$ 164
GIS Analyst II	\$ 80
GIS Analyst III	\$ 111
GIS Analyst IV	\$ 124
Community Development Coordinator	\$ 110
Community Development Specialist I	\$ 77
Housing Rehabilitation Specialist	\$ 89
Project Assistant	\$ 77

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Annual adjustments are made on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2020. Hourly billing rates will change next on July 1, 2020 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2019 through June 30, 2020

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____, 2020, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and The Wooten Company 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 March 16 2020 to December 31, 2020 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Sixty-Five Thousand and 00/100 (\$ 65,000.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.

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

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

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

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

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

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

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

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

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

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

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

- 10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of TOWN. CONTRACTOR has no authority to enter into contracts on behalf of TOWN.
- 11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all 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: The Wooten Company
120 NORTH BOYLAN AVENUE
RALEIGH, NC 27603-3589

- 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.

Gregory D. Siler, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1 - "Proposal for Engineering Services", dated February 7, 2020

AMENDMENT TO BOILER PLATE CONTRACT

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of _____, 2020, by and among The Wooten Company (“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 tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Town Budget Officer

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

Town:

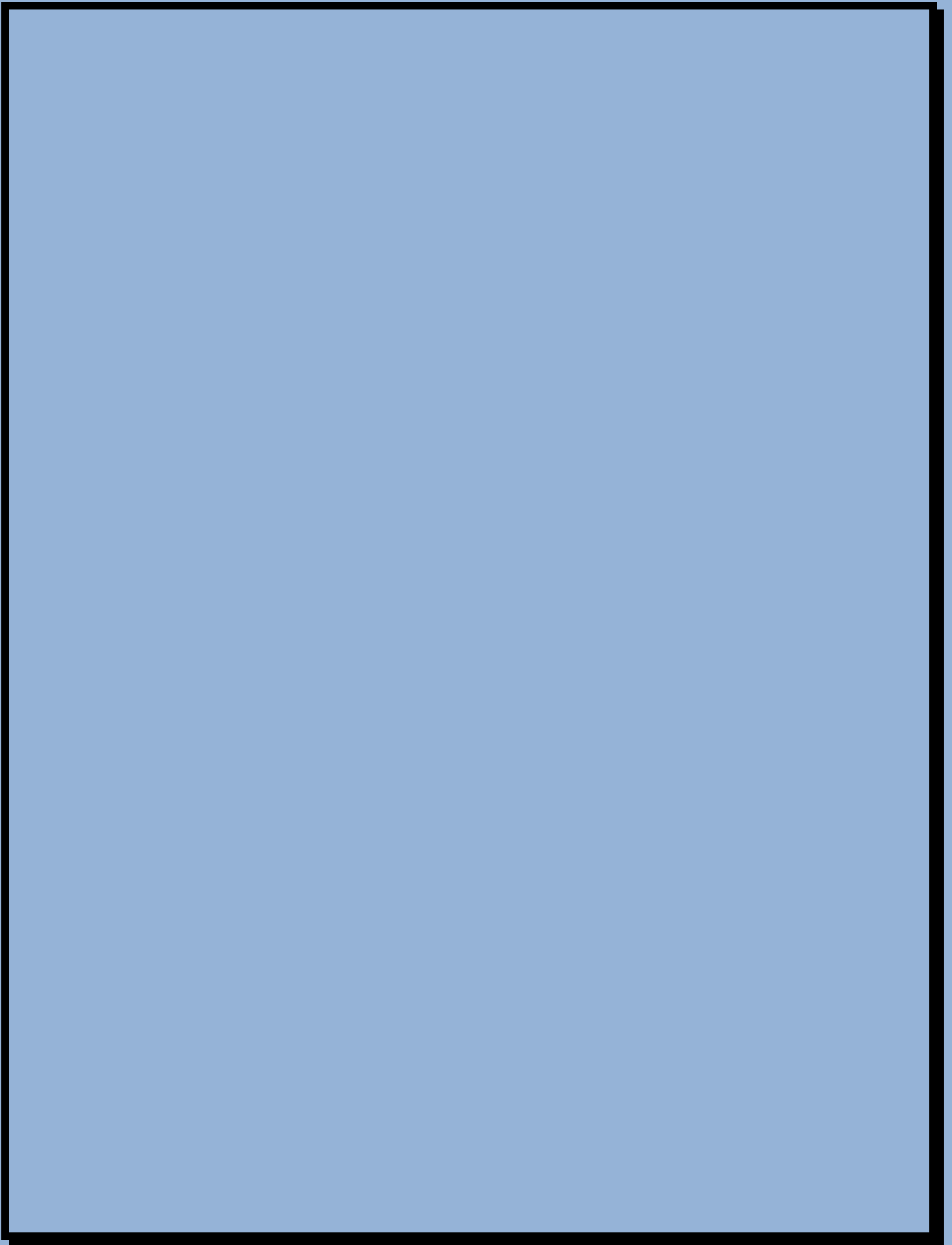
By: _____
Town Manager

CONTRACTOR,
a North Carolina _____

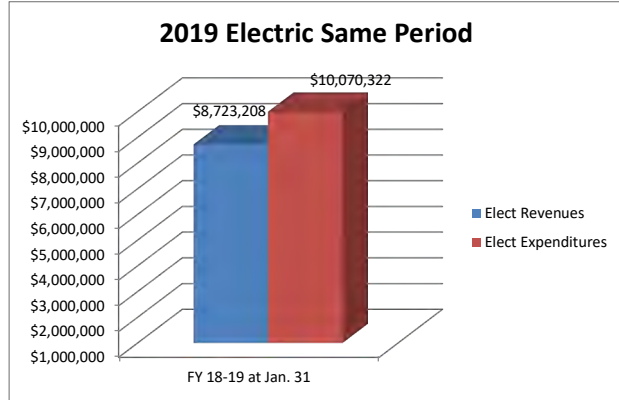
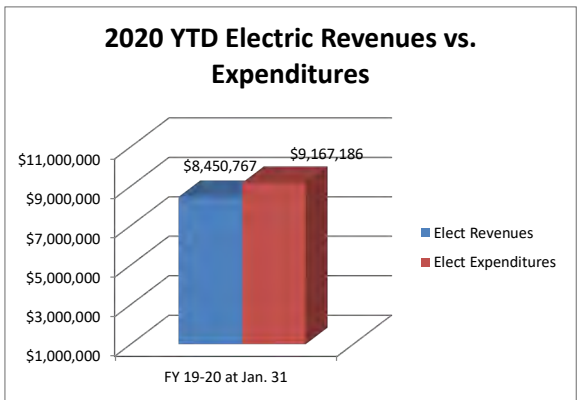
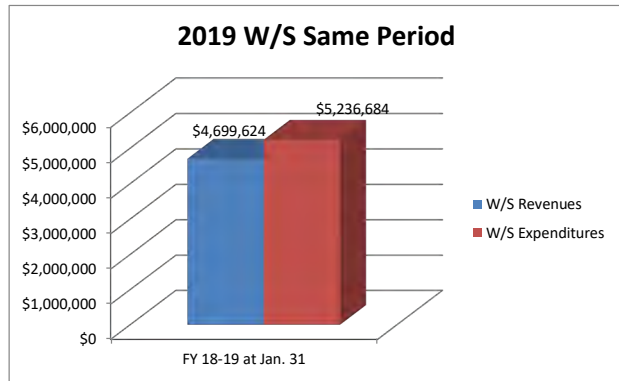
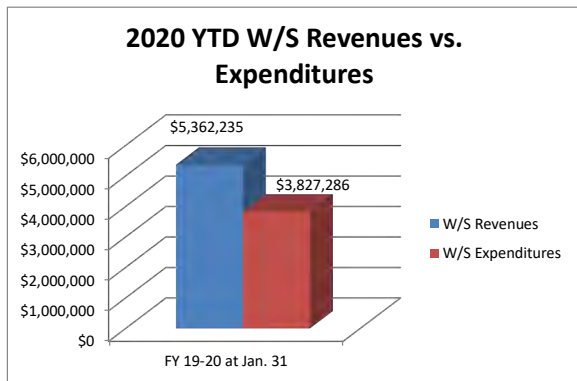
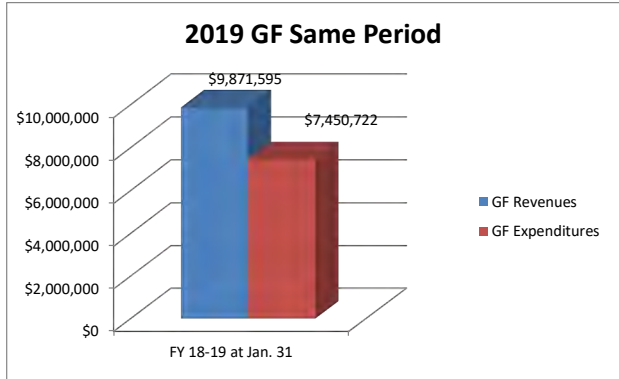
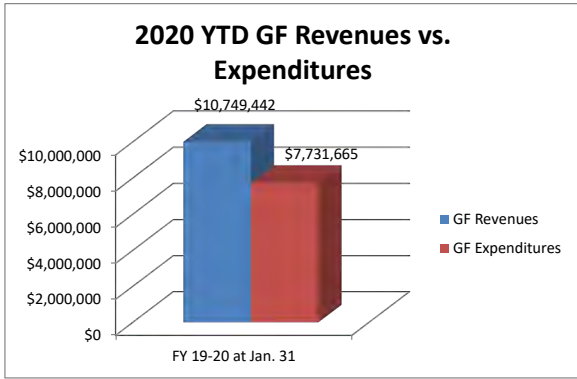
By: _____

Business Name: _____

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
January 31, 2020
Gauge: 7/12 or 58.3 Percent

GENERAL FUND

Revenues	Frequency	Actual to Date	Budget	Actual to Date
		FY '18-19	FY '19-20	FY '19-20
Current & Prior Year Property Taxes	Monthly	\$ 5,403,011	\$ 6,276,000	\$ 6,202,411
Motor Vehicle Taxes	Monthly	328,377	505,000	355,856
Utility Franchise Taxes	Quarterly	495,553	975,000	496,930
Local Option Sales Taxes	Monthly	1,096,494	2,400,000	1,144,011
Aquatic and Other Recreation	Monthly	388,338	738,000	410,978
Sanitation (Includes Penalties)	Monthly	693,180	1,335,300	698,839
Grants		-	49,500	310,437
All Other Revenues		1,205,028	1,394,636	1,129,980
Loan Proceeds		-	-	-
Transfers (Electric and Fire Dist.)		261,614	261,214	-
Fund Balance Appropriated		-	1,673,056	-
Total		\$ 9,871,595	\$ 15,607,706	\$ 10,749,442

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
General Gov.-Governing Body	\$ 244,485	\$ 459,438	\$ 264,332
Non Departmental	512,724	929,616	568,474
Debt Service	956,479	939,258	796,519
Finance	55,329	115,511	53,816
Planning	283,792	455,635	187,824
Police	1,850,414	4,073,619	1,950,220
Fire	1,284,664	2,169,318	1,257,620
EMS	-	-	-
General Services/Public Works	270,631	601,590	305,920
Streets	234,010	1,664,371	246,288
Motor Pool/Garage	43,259	103,816	49,408
Powell Bill	20,488	333,815	31,037
Sanitation	624,979	1,287,765	662,177
Parks and Rec	508,741	1,199,243	771,630
SRAC	547,242	981,173	570,256
Sarah Yard Center	13,485	46,500	16,144
Contingency	-	247,038	-
Appropriations/Contributions	-	-	-
Total	\$ 7,450,722	\$ 15,607,706	\$ 7,731,665

YTD Fund Balance Increase (Decrease)

- -

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Water Charges	\$ 1,402,529	\$ 2,852,000	\$ 1,468,663
Water Sales (Wholesale)	802,675	\$ 1,400,000	\$ 935,866
Sewer Charges	2,263,703	4,180,000	2,353,727
Tap Fees	700	2,500	4,450
All Other Revenues	230,017	110,400	99,529
Grants	-	-	500,000
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	132,941	-
Total	\$ 4,699,624	\$ 8,677,841	\$ 5,362,235

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Water Plant (Less Transfers)	\$ 1,016,278	\$ 1,980,216	\$ 1,038,960
Water Distribution/Sewer Coll (Less Transfers)	2,335,519	4,553,441	2,440,177
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	1,350,000	1,250,000	-
Debt Service	534,887	653,574	348,149
Contingency	-	240,610	-
Total	\$ 5,236,684	\$ 8,677,841	\$ 3,827,286

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Electric Sales	\$ 8,527,719	\$ 16,550,000	\$ 8,241,275
Penalties	83,275	150,000	76,366
All Other Revenues	112,214	156,000	133,126
Grants	-	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	100,000	-
Total	\$ 8,723,208	\$ 16,956,000	\$ 8,450,767

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
Administration/Operations	\$ 1,215,539	\$ 2,363,740	\$ 1,290,167
Purchased Power - Non Demand	2,885,009	12,750,000	2,835,780
Purchased Power - Demand	3,757,846	-	3,971,894
Purchased Power - Debt	674,436	-	674,436
Debt Service	351,278	351,279	351,307

Capital Outlay	-	120,000	43,602
Contingency	-	332,481	-
Transfers to Electric Capital Proj Fund	1,100,000	950,000	-
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	86,214	88,500	-
Total	<u>\$ 10,070,322</u>	<u>\$ 16,956,000</u>	<u>\$ 9,167,186</u>

CASH AND INVESTMENTS FOR APRIL

General Fund (Includes P. Bill)	15,107,103		
Water and Sewer Fund	8,463,820		
Electric Fund*	10,259,364		
JB George Endowment (40)	134,310		
Water Plant Expansion (43)	2,623,645		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	(172,896)		
Capital Project Fund: General (46)	185,996		
Capital Project Fund: Electric (47)	476,678	1st CITIZENS	30,636,297
FEMA Acquisitions and Elevations	(3,583)	NCCMT	2,375,080
Firemen Relief Fund (50)	118,412	KS BANK	3,714,246
Fire District Fund (51)	184,020	UNITED COMM	1,290,135
General Capital Reserve Fund (72)	180,993	PNC BANK	-
Total	<u>\$ 38,015,758</u>		<u>\$ 38,015,758</u>

*Plug

Account Balances Confirmed By Finance Director on 2/14/2020

Department Reports





Staff Report

Annual
Agenda Item: Economic
Development
Update

Update

In July 2017, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved to continue to engage the Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items that originally began in August 2016.

Since August of 2016, the Town has been able to make steady progress on implementing the identified action items from the Town's Economic Development Strategic Plan that was updated in 2014.

Attached is a list of mentionable activities for the January/February 2020.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities JAN/FEB20

1. Downtown Development/Gabriel Johnston Hotel – Tim, Brian and Rocky met with Sarah Edwards to discuss the status of the RFP for redevelopment of the Johnston Hotel. The RFP has been published and the deadline for responses is February 14th. Sarah stated that she expects a minimum of two responses. The responses will then be reviewed, and any resources needed to ensure the project moves forward will be identified. Assuming the needed support resources are reasonable, efforts will be made to secure them. Finally, again assuming the resources are available, the developer will be selected who, in the opinion of the selection committee, has the plan that would best serve the town.
2. Internal Marketing – Tim, Brian, Rocky, and Sarah discussed the economic development forum. It was agreed that the date originally discussed, March 25th did not leave sufficient time to effectively organize the event. A new tentative date of May 12th was selected, and it was believed that the best time for the event would be starting at 6:30, lasting approximately 1½ hours. The date is tentative because there are many people who will have a part in the forum that need to be contacted. Several potential presenters have agreed to participate, but May 12th needs to be confirmed. The draft agenda was discussed and finalized. Multiple venues were discussed, and it was decided that the Fire Station Training Room was the best option. A To Do list was created and will be circulated. The event details will be finalized in March.
3. Internal/External Marketing – Tim, Brian, and Rocky met with Randy and Shanna Capps to discuss the latest draft of the marketing booklet. As the previous draft was very close to being complete, the changes were minor in nature. Shanna and Randy will make the changes as soon as they get back to their office. They will be out of the country for several days beginning the last week of February, returning March 2nd. Final changes were not able to be made and approved prior to their departure. Those changes will occur shortly upon their return and then the booklet will be sent to the printer. A late March production timeframe is anticipated.
4. Internal/External Marketing, Product Development, New Business Recruitment – Tim, Brian, and Rocky met with April Culver, VP of Marketing, Communications, and Strategy and Tom Williams, Interim CEO of Johnston UNC Health Care. The purpose of the meeting was to discuss with April and Tom the current and future space needs for medical office and/or other facilities. Depending on the need for additional space, there could be opportunities to promote some property that was formerly identified as industrial for business and office use, primarily to the medical sector. The property has been rezoned and is now targeted for residential uses. Business and Office use, especially medical, would be more compatible with residential than industrial. As noted, the meeting had several purposes and benefits; the potential to repurpose economic development product, while still achieving the core economic development goals of jobs and capital investment (tax base), identification of an existing industry sector, experiencing solid growth for recruitment targeting, and it exhibits the town's commitment to economic development both internally and externally.

April and Tom confirmed what we believed that is, that medical is a growth sector, not only in Smithfield, but also in the greater area. The hospital itself has space needs and they have been considering several options. The identified space needs are in the areas of care deliverers, especially primary care, business/back office operations, and labs, etc. The Smithfield economic development team will explore this opportunity further. It was also agreed that the town and the hospital would stay closely connected as plans for any expansions or recruitment of new facilities, service providers, etc., are developed.



FINANCE DEPARTMENTAL REPORT FOR JANUARY, 2020

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

Daily Collections/Property Taxes/Other.....	\$4,727,945
Franchise Tax.....	0
Sales & Use Tax.....	232,960
Powel Bill.....	0
Total Revenue	\$4,960,905

Expenditures: General, Water, and Electric..... \$2,958,689

FINANCE:

- Compiled and submitted monthly retirement report on 1/31/2020
- Issued 69 purchase orders
- Processed 858 vendor invoices for payment and issued 451 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 1/10 and 1/24/2020
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 15 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$37,849.65 (EMS = \$10,121.45; SRAC = \$6,346.15; Utility= \$21,382.05; and Other = \$0).
- Invoiced 5 grave opening for a total of \$3,500.
- Invoiced Smithfield Housing Authority, Johnston Community College, Johnston County Schools and Neuse Charter School for Police Security
- Earned \$5,611.51 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$5,392 in credit/debit card fees.

FINANCE DIRECTOR

- Attended Town Council Meeting on January 7, 2020
- Attended Department Head Meetings on January 6 and 21
- Shared FY19 audit report with County (Martha Lasater)
- Prepared RFP for Hook Lift Truck financing
- Completed and submitted LGC203 report of deposits and investments on January 21, 2020
- Completed the Federal System for Award Management (SAM) renewal on January 24, 2020
- Completed the annual NCDOR Municipal Certification Report (TR-2) for property valuation and tax levies
- Attended Regional Board Meeting for NC Capital Management Trust



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

BOARD ACTIONS REPORT - 2020

January

Town Council

Zoning Map Ammendments	1
Special Use Permit	0
Ordinance Amendments	1
Major Subdivisions	0
Annexations	1
Special Events	1
Town Plan	1

Planning Board

Zoning Map Amendments	1
Ordinance Ammendments	1
Major Subdivisions	0

Board of Adjustment

Variance	1
Admin Appeal	0

Historic Properties Commission

Certificate of Appropriateness	0
Historic Landmarks	0



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

Permit Issued for January 2020

		Permit Fees	Permits Issued
Zoning	Land Use	1,000.00	11
Site Plan	Minor Site Plan	\$150.00	3
Zoning	Sign	\$300.00	6
	Report Period	\$1,450.00	20
	Fiscal YTD Total:	\$10,575.00	162

Z20-000010	Zoning	Sign	The Children's Place	1025 Industrial Park Dr
Z20-000011	Zoning	Land Use	Boat Dock	47 Huntington Place
Z20-000004	Zoning	Sign	Marble & Granite Guy	3295 East US 70 Business Hwy
Z20-000001	Zoning	Sign	Hampton Inn monument sign	120 Towne Centre Place
SP20-000002	Site Plan	Minor Site Plan	24' x 26' modular classroom	501 South Second St
SP20-000003	Site Plan	Minor Site Plan	SFD Addition	208 Laurel Dr
Z20-000007	Zoning	Sign	Sami's Piazza & Pasta	312 E. Market St.
Z20-000009	Zoning	Sign	Reebok	1227 Outlet Center Dr
SP20-000001	Site Plan	Minor Site Plan	SFD Addition	306 Smith Street
Z20-000002	Zoning	Land Use	Deleon Pizzeria	320 Stancil Street
Z20-000003	Zoning	Sign	Allstate Sign Reface	312 N Brightleaf Blvd.
Z20-000005	Zoning	Land Use	SFD Remodel	528 S. Sixth St.
Z20-000008	Zoning	Land Use	Swift Creek Self Storage	1689 S Brightleaf Blvd
Z20-000012	Zoning	Building	Boat Dock	833 County Club Rd
Z20-000013	Zoning	Land Use	Children's Unlimited Academy	651 N Brightleaf Blvd
Z20-000014	Zoning	Land Use	The Gilded Pear Brew House	234 East Market Street
Z20-000015	Zoning	Land Use	Planet Fitness	1248 N Brightleaf Blvd
Z20-000016	Zoning	Land Use	NC Dental U	23 Noble St
Z20-000017	Zoning	Land Use	Tienda Zacatepec 2	3207 S Brightleaf Blvd
Z20-000018	Zoning	Land Use	Automatic Rolls of NC	36 E. Edgerton St Suite 2D
Z20-000019	Zoning	Land Use	Calton Group, Inc.	324 N Brightleaf Blvd



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING January 31, 2020**

I. STATISTICAL SECTION

Month Ending January 31, 2020	Jan 2020	Jan 2019	Total 2020	Total 2019	YTD Difference
Calls for Service	1655	1708	1655	1708	-53
Incident Reports Completed	132	116	132	116	16
Cases Closed	97	2	97	2	95
Accident Reports	73	78	73	78	-5
Arrest Reports	100	74	100	74	26
Burglaries Reported	12	9	12	9	3
Drug Charges	28	25	28	25	3
DWI Charges	8	7	8	7	1
Citations Issued	153	193	153	193	-40
Speeding	50	39	50	39	11
No Operator License	15	55	15	55	-40
Registration Violations	22	30	22	30	-8

II. PERSONNEL UPDATE

The police department currently has six vacancies. The agency has two employees currently under contract that are attending BLET which does not graduate until April.

III. MISCELLANEOUS

Mandatory in-service training was continued in January, with most courses be completed on line. Staff is currently completing the yearly report for the agency. We continue to be involved in monthly community events in the town.

REPORTED UCR OFFENSES FOR THE MONTH OF JANUARY 2020

PART I CRIMES	January	January	+/-	Percent	Year-To-Date		+/-	Percent
	2019	2020		Changed	2019	2020		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	0	0	N.C.
ROBBERY	0	1	1	N.C.	0	1	1	N.C.
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	0	1	1	N.C.	0	1	1	N.C.
ASSAULT	7	6	-1	-14%	7	6	-1	-14%
* VIOLENT *	7	7	0	0%	7	7	0	0%
BURGLARY	7	10	3	43%	7	10	3	43%
Residential	6	8	2	33%	6	8	2	33%
Non-Resident.	1	2	1	100%	1	2	1	100%
LARCENY	22	32	10	45%	22	32	10	45%
AUTO THEFT	0	2	2	N.C.	0	2	2	N.C.
ARSON	0	1	1	N.C.	0	1	1	N.C.
* PROPERTY *	29	45	16	55%	29	45	16	55%
PART I TOTAL:	36	52	16	44%	36	52	16	44%
PART II CRIMES								
Drug	25	14	-11	-44%	25	14	-11	-44%
Assault Simple	5	4	-1	-20%	5	4	-1	-20%
Forgery/Counterfeit	4	13	9	225%	4	13	9	225%
Fraud	9	7	-2	-22%	9	7	-2	-22%
Embezzlement	0	1	1	N.C.	0	1	1	N.C.
Stolen Property	1	2	1	100%	1	2	1	100%
Vandalism	2	3	1	50%	2	3	1	50%
Weapons	0	1	1	N.C.	0	1	1	N.C.
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	0	0	0	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	2	2	N.C.	0	2	2	N.C.
D. W. I.	7	10	3	43%	7	10	3	43%
Liquor Law Violation	0	3	3	N.C.	0	3	3	N.C.
Disorderly Conduct	0	0	0	N.C.	0	0	0	N.C.
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	1	0	-1	-100%	1	0	-1	-100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	26	18	-8	-31%	26	18	-8	-31%
PART II TOTAL:	80	78	-2	-3%	80	78	-2	-3%
GRAND TOTAL:	116	130	14	12%	116	130	14	12%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
January 2020**

I. Statistical Section

Responded to	2020 Jan	Jan IN	Jan OUT	2019 Jan	2020 IN	2020 OUT	2020 YTD	2019 YTD
Total Structure Fires Dispatched	9	5	4	15	5	4	9	15
Confirmed Structure Fires (Our District)	5	5	0	4	5	0	5	4
Confirmed Structure Fires (Other Districts)	4	0	4	4	0	4	4	4
EMS/Rescue Calls	152	141	11	121	141	11	152	121
Vehicle Fires	1	1	0	1	1	0	1	1
Motor Vehicle Accidents	20	18	2	19	18	2	20	19
Fire Alarms (Actual)	9	8	1	7	8	1	9	7
Fire Alarms (False)	4	4	0	8	4	0	4	8
Misc./Other Calls	23	22	1	21	22	1	23	21
Mutual Aid (Received)	8	0	0	5	0	0	8	5
Mutual Aid (Given)	4	0	0	10	0	0	4	10
Overlapping Calls (Calls at the same time)	45	0	0	37	0	0	45	37
TOTAL EMERGENCY RESPONSES	218	199	19	185	199	19	218	185

* Denotes the breakdown of calls, these are not calculated into the totals *
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Jan	YTD
Fire Inspections/Compliance Inspections	26	26
Public Fire Education Programs	1	1
Children in Attendance	2	2
Adults in Attendance	2	2
Plans Review Construction/Renovation Projects	5	5
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	2	2
Re-Inspections	16	16

II. Major Revenues

	Jan	YTD
Inspections	\$1,150.00	\$1,150.00
False Alarms	\$225.00	\$225.00
Fire Recovery USA	\$0.00	\$0.00
EMS Debt Setoff	\$0.00	\$0.00

Major Expenses for the Month:

III. Personnel Update:

- Belinda Norris, administrative assistant hired full-time.

IV. Narrative of monthly departmental activities:

- We participated in an Event or Fire prevention/Training program's in the month of January:

Appearance Commission January 2020 Monthly Report:

South Bright Leaf Blvd Welcome Sign

- Staff removed vegetation and debris from location of new welcome sign. Topsoil and planting material is scheduled to be installed next month. New bed will consist of Two (2) Nellie Stevens trees, Two (2) Hydrangea Snow Queen, Five (5) Loropetalum Jazz hand and Twenty Five (25) Variegated Liriope were installed.

Next Appearance Commission meeting is scheduled on Tuesday February 18 at 5:00pm. All meetings are held in the conference room at Town Hall.

**Town of Smithfield
Public Works Department
Jan. 31, 2020**



157 Total Work Orders completed by the Public Works Department

8 Burials, at \$700.00 each = \$5,600.00

0 Cremation Burial, \$400.00 each = \$0.00

\$4,000.00 Sunset Cemetery Lot Sales

\$0.00 Riverside Extension Cemetery Lot Sales

422.88 tons of household waste collected

120 tons of yard waste collected

5.85 tons of recycling collected

125 scrap tires were recycled

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Jan. 31, 2020



I. Statistical Section

- 8 _____ Burials
- 2 _____ Works Orders – Buildings & Facilities Division
- 41 _____ Work Orders – Grounds Division
- 47 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$4,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$5,600.00
Total Revenue:	\$9,600.00

III. Major Expenses for the Month:

\$29,267.69 to Ashville Ford for F 250 Pickup, \$829.13 to R & T Marine Equipment Inc. for repairs to the Town Hall generator, \$1,529.28 to Shaw Refrigeration for repairs to icemaker, \$584.00 to Swift Creek Nursery for Landscape material at East Smithfield welcome sign.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Driving Distractions and Sleep Awareness on the Job".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Jan. 31, 2020**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 10 utility cuts were repaired.
- d. Prepared and sent out RFP for 2019-2020 resurfacing project.
- e. 34 Work Orders – 2,235lbs. of Cold Patch was used for 64 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$5,360.36 for repairs to Riverside Cemetery stone fence, \$3,905.22 to Southern Vac for Street Sweeper brooms, \$690.00 to Core and Main for pallet of Perma Patch asphalt.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Driving Distractions and Sleep Awareness on the Job".

**Town of Smithfield
Public Works Department
Jan. 2020 Drainage Report**

Location: N 3rd and Hancock, 25-26 Whit Oak Drive, 612 N 4th Street, 407 N 3rd Street, Old Goldsboro Road, Wellons Street, 612 N 4th Street, 2003 Vermont Street.

Starting Date: 1/3/2020
Completion Date: 1/14/2020
Description: Backfilled utility cuts with screening material.
Man-hours: 5hr.
Equipment: 420 Cat backhoe, 412 pickup plus hand tools.
Materials: One yard of screening material.

Location: Outlet Center Drive, Fayetteville and Futrell, 902 Berkshire, 63 Towbridge, 255-275-270-735 Equity, 405 E Lee, 7thn and Church, 1201 S Crescent, Woodlawn and Crescent, 3RD and Rose, 110 W Caroline, 1-4 Eden, North Ave and MLK, Furlong and MLK, 1008-1016 MLK, Daughtry, Hartley and Coats, 126 W Underwood, 2nd and Midway, 3rd and Midway, 8 Sussex, 701 Blount, Lee Street at RR, 75 Brookwood, Blount and Martin, 810 A Third Ave, South Ave and West, East Ave and West, East Ave and North,

Starting Date: 1/6/2020
Completion Date: 1/31/2020
Description: Repaired 64 Potholes with 37.25 bags of Perma Patch asphalt.
Man-hours: 11hrs.
Equipment: 412 pickup plus hand tools.
Materials: 37.25 bags of Perma Patch asphalt.

Location: 314-316-318 Pace Street.

Starting Date: 1/9/2020
Completion Date: 1/9/2020
Description: Removed obstructions from ditch line for positive drainage.
Man-hours: 10hrs.
Equipment: 420 Cat backhoe, 405 dump truck, vac truck plus hand tools.
Materials: N/A

Location: Church and 5th, 5th and Johnston, Sussex and Canterbury, Caswell and Bright Leaf, 4thb and Hancock.

Starting Date: 1/22/2020
Completion Date: 1/23/2020
Description: Replaced 5 faded stop signs.
Man-hours: 3hrs.
Equipment: 412 pickup plus hand tools.
Materials: Five 30x30 stop signs plus hardware.

Location: 108 Underwood Ave.
Starting Date: 1/23/2020
Completion Date: 1/23/2020
Description: Repaired sinkhole beside catch basin for positive drainage.
Man-hours: 1.5hrs.
Equipment: 412 pickup plus hand tools.
Materials: Two 80lbs. bags of concrete.

Location: Sanders and Vermont.
Starting Date: 1/27/2020
Completion Date: 1/27/2020
Description: Painted crosswalk.
Man-hours: 2.5hrs.
Equipment: 412 pickup plus hand tools.
Materials: White traffic paint.

Location: Sunset Cemetery.
Starting Date: 1/29/2020
Completion Date: 1/29/2020
Description: Cut down 4 storm damaged trees inside cemetery.
Man-hours: 32hrs.
Equipment: 420 cat backhoe, knuckle boom truck, 405 dump truck plus hand tools.
Materials: N/A

Location: 29 White Oak Drive.
Starting Date: 1/30/2020
Completion Date: 1/30/2020
Description: Repaired sinkhole in drain line for positive drainage.
Man-hours: 1.5hrs.
Equipment: 412 pickup plus hand tools.
Materials: Three 8-lbs. bags of concrete.

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:
10/23/19	26 White Oak Dr.	5x6	11/1/19
10/28/19	350 E. Market St. Camelia Dr. & Azalea Dr.	5x5	11/1/19
11/19/19	(Square up cut & repave)	6x6	11/22/19
12/4/19	Cedarwood Dr. & W. Wellons St.	4x12	12/6/19
12/5/19	612 N 4th St.	5x6	12/6/19
12/5/19	25 White Oak Dr.	4x17	12/6/19
		2x6	
12/10/19	4th St/Fire Station	Concrete	1/6/20
12/18/19	407 N 3rd St.	4x15	1/6/20
12/16/19	510 S 6th St.	3x6	1/6/20
12/19/19	2003 S. Vermont St.	12x13	1/6/20
1/8/20	Old Goldsboro Rd.	2x4	1/8/20

Submitted on 1/10/2020 to Poole Paving
 Completed by Poole Paving on 1/28/20 and 1/29/20
Concrete cut is incomplete at 4th St./Fire Station

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Jan. 31, 2020**



I. Statistical Section

- 2 Preventive Maintenances
- 1 North Carolina Inspections
- 29 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was on "Driving Distractions and Sleep Awareness on the Job".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Jan. 31, 2020



I. Statistical Section

The Division collected from approximately 4100 homes, 4 times during the month

- a. Sanitation forces completed 25 work orders
- b. Sanitation forces collected tons 422.88 of household waste
- c. Sanitation forces disposed of 60 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 129 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.25 tons of recyclable plastic
- h. Recycled 2880 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 3100 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$ 0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 2680 lbs. of shredder steel for \$134.00 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,640 for disposal of yard waste and debris. Carolina Environmental was paid \$6615.00 for 100 95 Gallon Rollout carts. Cummins Sales and Service was paid \$840.48 for repair to knuckle boom 304. Blacks Tires was paid \$494.72 for 2 tires for Street Sweeper. Direct Communication was Paid \$958.80 for Mi Fleet Subscription for 20 units.

IV. Personnel Update:

No new employees hired as of January.
Mitchell's Temporary Services is providing a laborer.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation providing traffic control devices and event containers for special events held at the SRAC. The Public Works Department safety meeting was on "Driving Distractions and Sleep Awareness on the job."

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR JANUARY, 2020

PROGRAMS STATISTICS	JANUARY, 2020		JANUARY, 2019	
NUMBER OF PROGRAMS	9		8	
TOTAL ATHLETICS PARTICIPANTS	270		228	
TOTAL NON/ATHLETIC PARTICIPANTS	49		388	
NUMBER OF GAMES PLAYED	63		48	
TOTAL NUMBER OF PLAYERS (GAMES)	1260		960	
NUMBER OF PRACTICES	93		86	
TOTAL NUMBER OF PLAYER(S) PRACTICES	930		840	
SYCC VISITS	336			
	JANUARY, 2020	19/20 FY YTD	JANUARY, 2019	18/19 FY YTD
PARKS RENTALS	13	172	6	120
USERS (PARKS RENTALS)	108	8006	68	13014
TOTAL UNIQUE CONTACTS	2,683		2,256	
	JANUARY, 2019	18/19 FY YTD	JANUARY, 2019	18/19 FY YTD
PARKS AND RECREATION REVENUES	\$ 2,543.00	\$ 43,228.00	\$ 1,484.00	\$ 38,125.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 53,386.00	\$ 408,510.00	\$ 49,001.00	\$ 413,246.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 2,957.00	\$ 116,910.00	\$ 28,900.00	\$ 73,203.00
SARAH YARD COMMUNITY CENTER	\$ 1,935.00	\$ 16,143.00	\$ 2,715.00	\$ 13,485.00



SRAC MONTHLY REPORT FOR JANUARY, 2020

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	16	21
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3420	2583

	JANUARY, 2020	19/20 FY YTD	JANUARY, 2019	18/19 FY YTD
SRAC MEMBER VISITS	3912	25074	4027	34712
DAY PASSES	551	5793	662	5256
RENTALS (SRAC)	39	372	51	351
USERS (SRAC RENTALS)	4671	26802	5009	23766
TOTAL UNIQUE CONTACTS	9,134	58,041	9,698	64,085

FINANCIAL STATISTICS

	JANUARY, 2020	19/20 FY YTD	JANUARY, 2019	18/19 FY YTD
SRAC REVENUES	\$ 54,129.00	\$ 367,748.00	\$ 41,404.00	\$ 357,718.00
SRAC EXPENDITURES (OPERATIONS)	\$ 64,336.00	\$ 565,461.00	\$ 73,556.00	\$ 547,241.00

CAPITAL OUTLAY

SRAC MEMBERS	2396	1766
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HIGHLIGHTS

- HOSTED 9 NCHSAA SANCITONED SWIM MEETS
 - (2) NEUSE RIVER 3A CONFERENCE MEETS
 - (3) WAKE COUNTY 4A SCHOOLS MEETS
 - (3) CUMBERLAND COUNTY 3A SCHOOLS MEET
 - (1) PRINCETON H.S. 1A MEET



- **Statistical Section**

- Electric CP Demand 23,421 Kw relative to December's demand of 23,050 Kw.
- Electric System Reliability for was 99.987%, with one (1) recorded outage; relative to December's 99.285%.
- Raw water treated on a daily average was 3.611 MG relative to 3.699 MG for December; with maximum demand of 4.672 MG relative to December's 4.393 MG.
- Total finished water to the system was 102.529 MG relative to December's 105.743 MG. Average daily for the month was 3.307 MG relative to December's 3.411 MG. Daily maximum was 4.660 MG (January 7th) relative to December's 3.772 MG. Daily minimum was 2.582 (January 9th), relative to December's 3.084 MG.

- **Miscellaneous Revenues**

- Water sales were \$218,334 relative to December's \$222,817
- Sewer sales were \$361,565 relative to December's \$363,337
- Electrical sales were \$1,269,810 relative to December's sales of \$1,241,890
- Johnston County Water purchases were \$164,923 for 74.965 MG relative to December's \$133,822 for 60.828 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$996,482 relative to December's \$992,096.
- Johnston County sewer charge was \$194,323 for 53.005 MG relative to December's \$237,905 for 64.661 MG.

- **Personnel Changes –**

- Wyatt Johnson left employment as a Utility Line Mechanic on January 3



**Town of Smithfield
Electric Department
Monthly Report
January, 2020**

I. Statistical Section

- Street Lights repaired –28
- Area Lights repaired -11
- Service calls – 43
- Underground Electric Locates –115
- Poles changed out or installed -12
- Underground Services Installed -2

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Meeting on Confined Spaces.

V. Miscellaneous Activities:

- Removed Christmas Decorations.
- Relocated Overhead Primary line for Tires & Wheels on S. Brightleaf Blvd. and Walpat Rd. for the construction of a new building.
- Installed new service for Sami's Pizza on Market St.
- Relocated Overhead Primary line on Buffalo Rd. for the installation of a turning lane into East River Development.



WATER & SEWER

JANUARY 2020 MONTHLY REPORT

● DISCONNECT WATER	11
● RECONNECT WATER	8
● TEST METER	2
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	4
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	16
● METER CHECKS	18
● METER REPAIRS	12
● WATER MAIN/SERVICE REPAIRS	5
● STREET CUTS	5
● REPLACE EXISTING METERS	10
● INSTALL NEW METERS	4
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	9
● CLEANOUTS INSTALLED	1
● INSPECTIONS	1
● SEWER MAIN CLEANED	17262LF

- SERVICE LATERALS CLEANED 785LF
- SERVICE CALLS 151
- LOCATES 123

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY

MAJOR EXPENSES FOR THE MONTH OF JANUARY

- Repair work done to the Vac truck.

PERSONNEL UPDATES

UPCOMING PROJECTS FOR THE MONTH OF FEBRUARY



MONTHLY WATER LOSS REPORT

JANUARY 2020

(4) Meters with slow washer leaks

2" Line, 1/8" hole – 2hrs

2" Line, 1/2" hole – 3hrs

6" Line, 12" split – 3hrs

6" Line, Split bell – 4hrs

FH leaking

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	01/27/20	3.2	15	7965	10	North Street	01/22/20	1.5	15	17820	40
Computer Drive	01/27/20	3.4	15	31860	10	West Street	01/22/20	1.5	15	78030	50
Castle Drive	01/27/20	3.4	15	7965	10	Regency Drive	01/22/20	1	15	63720	60
Parkway Drive	01/27/20	3.2	15	63720	40	Randers Court	01/22/20	1.5	15	15930	40
Garner Drive	01/27/20	3.2	15	63723	40	Noble Street	01/22/20	2	15	15930	40
Hwy 210 LIFT ST.	01/27/20	3.4	15	15930	40	Fieldale Dr#1(L)	01/22/20	1.5	15	63720	40
Skyland Drive	01/27/20	3.4	15	7965	10	Fieldale Dr#2(R)	01/22/20	1.5	15	63720	40
Bradford Street	01/27/20	3.4	15	15930	10	Heather Court	01/22/20	2	15	15930	40
Kellie Drive	01/28/20	3.2	15	7965	10	Reeding Place	01/22/20	1.5	15	15930	40
Edgewater	01/28/20	2.6	15	7965	10	East Street	01/22/20	1	15	63720	40
Edgecombe	01/28/20	2.6	15	15930	40	Smith Street	01/22/20	1	15	63720	40
Valley Wood	01/28/20	3	15	63720	40	Wellons Street	01/22/20	0.2	15	63720	40
Creek Wood	01/28/20	3	15	63720	40	Kay Drive	01/14/20	2	15	38985	15
White Oak Drive	01/28/20	3.4	15	7965	10	Huntington Place	01/14/20	1.5	15	38985	15
Brookwood Drive	01/28/20	3.4	15	22515	5	N. Lakeside Drive	01/14/20	2	15	9750	15
Runnymede Place	01/28/20	3.4	15	31860	10	Cypress Point	01/14/20	2	15	34890	12
Nottingham Place	01/28/20	3.4	15	38985	10	Quail Run	01/14/20	2	15	8715	12
Heritage Drive	01/28/20	3.2	15	38985	10	British Court	01/14/20	2	15	8715	12
Noble Plaza #1	01/29/20	2.6	15	9750	10	Tyler Street	01/14/20	2	15	78030	60
Noble Plaza #2	01/29/20	2.8	15	9750	10	Yelverton Road	01/14/20	2	15	63720	40
Pinecrest Street	01/29/20	3	15	19500	10	Avā Gardner	01/14/20	3	15	63720	40
S. Sussex Drive	01/29/20	3.4	15	31860	10	Waddell Drive	01/14/20	2	15	7965	10
Elm Drive	01/29/20	3.2	15	9750	10	Henly Place	01/14/20	3	15	8715	12
						Birch Street	01/14/20	1.5	15	34890	12
						Pine Street	01/14/20	1.5	15	38985	15
Coor Farm Supply	01/29/20	3.2	15	7965	10	Oak Drive	01/14/20	2	15	37695	14
Old Goldsboro Rd,	01/29/20	3.4	15	7965	10	Cedar Drive	01/14/20	1	15	31860	10
Hillcrest Drive	01/15/20	0.5	15	31860	10	Aspen Drive	01/14/20	1.5	15	34890	12
Eason Street	01/15/20	1.5	15	38985	40	Furlonge Street	01/14/20	1.5	15	34890	12
Magnolia circle	01/15/20	2	15	78030	40	Golden Corral	01/14/20	2	15	40290	16
Rainbow Drive	01/15/20	2	15	19500	60	Holland Drive	01/14/20	2.5	15	9750	15
Rainbow Circle	01/15/20	2	15	19500	60	Davis Street	01/14/20	2	15	34890	12
Moonbeam Circle	01/15/20	1	15	19500	60	Caroline Ave.	01/14/20	1.5	15	31860	10
Ray Drive	01/15/20	1	15	15930	60	Johnston Street	01/14/20	2	15	38985	15
Will Drive	01/15/20	0.8	15	63720	40	Ryans	01/14/20	3	90	9750	15
Michael Lane	01/15/20	1.5	15	63720	40						
Ward Street	01/15/20	1.5	15	15930	40						

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