



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, July 7, 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 JULY 7, 2020  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Page**

**Presentations:**

**Public Hearings:**

- 1. ZA-20-01 Mosquito Squad of Raleigh:** The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 6, Table 6.5 Table of Uses and Activities to allow Exterminating Services as a use by right in the Light Industrial (LI) zoning district.  
(Planning Director – Stephen Wensman) See attached information.....1
- 2. RZ-20-03 Kiddie College of Canterbury:** The applicant is requesting to rezone one tract of land totaling approximately .454 acres from an R-8 (Residential) to an OI (Office and Institutional) zoning district. The property considered for rezoning is located on the west side of Canterbury Road, approximately 190 feet south its intersection with Berkshire Road and further identified as Johnston County Tax ID# 15004023A.  
(Planning Director – Stephen Wensman) See attached information.....17
- 3. SUP-20-05 Smithfield Independent Living:** The applicant is requesting a special use permit to construct and operate a multi-unit assisted housing facility with services on a 4.24 acre tract of land located within a O/I (Office/Institutional) zoning district. The properties considered for approval is located on the west side of Kellie Drive approximately 700 feet north of its intersection with M. Durwood Stephenson Parkway. The properties are further identified as Johnston County Tax ID# 14075022D and 14075022C.  
(Planning Director – Stephen Wensman) See attached information.....29

- 4. **SUP-20-06 JCC Engineering Building:** The applicant is requesting a special use permit to construct and operate a 46,365 square foot educational facility on the Johnston Community College campus. The property considered for approval is located on the southeast side of College Road approximately 400 feet south of its intersection with East Market Street and further identified as Johnston County Tax ID# 15K10199F.  
(Planning Director – Stephen Wensman) See attached information.....43

**Citizens Comments**

**Consent Agenda Items:**

- 1. **Approval of Minutes:**
  - a. May 14, 2020 – Reconvened Budget Session
  - b. May 18 2020 – Regular Meeting.....65
- 2. **Special Event: Food Truck Rodeo** – Consideration and request for approval to allow the Downtown Smithfield Development Corporation to hold a Food Truck Rodeo on Sunday, July 26, 2020 from 12:30pm until 4:30pm. The request includes amplified sound the closure of South Third Street  
(Planning Director – Stephen Wensman) See attached information.....77
- 3. **Consideration and request for approval of a salary increase for an employee in the electric department**  
(Public Utilities Director – Ted Credle & HR Director – Tim Kerigan)  
See attached information.....81
- 4. **Consideration and request for approval for various FY 2019-2020 year end budget amendments**  
(Finance Director – Greg Siler) See attachment information.....83
- 5. **Consideration and request for approval for a FY 2020-2021 budget amendment**  
(Finance Director – Greg Siler) See attachment information.....87
- 6. **Bid award and approval to enter into an agreement with Lane Lawn Care in the amount of \$69,000.00 for grounds maintenance services**  
(Public Works Director – Lenny Branch) See attached information.....91
- 7. **Bid award and request for approval to enter into an agreement with Heat Transfer Solutions in the amount of \$6,684.48 for HVAC services.**  
(Public Works Director – Lenny Branch) See attached information.....107
- 8. **Bid Award and request for approval to enter into an agreement with Coverall in the amount of \$33,672.00 for janitorial services**  
(Public Works Director – Lenny Branch) See attached information.....118
- 9. **Bid Award and request for approval to enter into an agreement with Clegg’s Pest Control in the amount of \$2,310.00 for pest control**  
(Public Works Director – Lenny Branch) See attached information.....129

**10. Bid Award and request for approval to enter into an agreement for Meter reading services**  
(Public Utilities Director – Ted Credle) See attached information.....141

**11. Consideration and request for approval to enter into a reimbursement agreement with Johnston County for Coronavirus Relief Funds**  
(HR Director/ PIO – Tim Kerigan) See attached information.....154

**12. Consideration and request for approval to adopt resolution #661 (10-2020) amending the Fair Housing plan previous adopted by the Town Council on September 4, 2018**  
(Town Manager – Michael L. Scott) See attached information.....161

**13. Board Appointment**  
a. Stuart Lee has submitted an application for consideration to be appointed to a first term on the Appearance Commission  
(Town Clerk – Shannan Parrish) See attached information.....167

**14. New Hire Report**  
(HR Director/ PIO – Tim Kerigan) See attached information.....171

**Business Items:**

**1. Consideration and request for approval to enter into a contract for the construction of the splash pad**  
(Parks and Recreation Director - Gary Johnson) See attached information.....173

**Councilmember’s Comments**

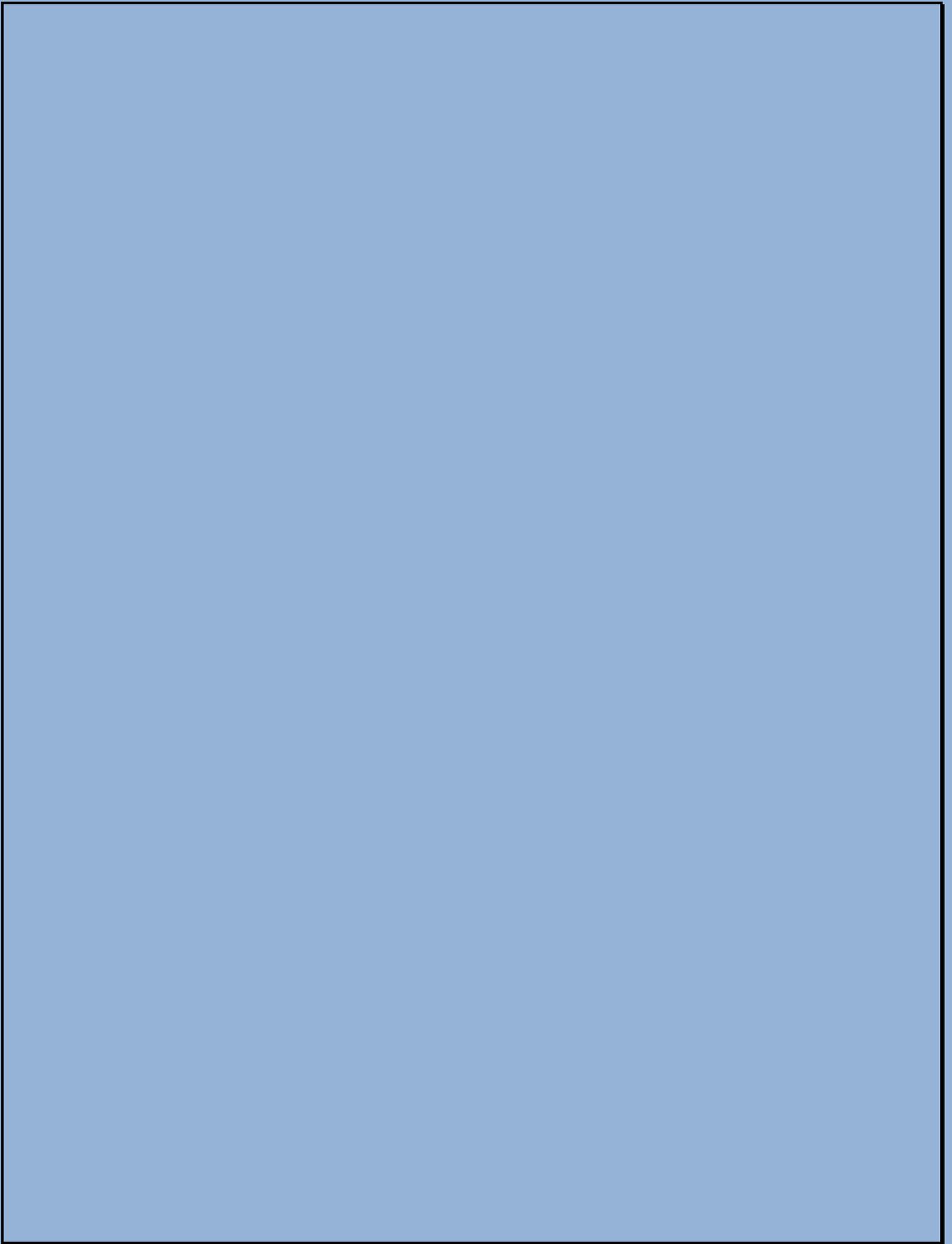
**Town Manager’s Report**

- Financial Report (See attached information).....185
- Department Reports (See attached information).....189
- Manager’s Report (Will be provided at the meeting)

**Adjourn**



# Public Hearings





# Request for Town Council Action

**Public  
Hearing:** ZA-20-01  
Date: 07/07/2020

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

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## Issue Statement

Request to amend Article 6, Table 6.5 Table of Uses and Activities to allow Exterminating Services in the Light Industrial District as a permitted use.

## Financial Impact

None.

## Action Needed

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

## Recommendation

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-20-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff report
2. Draft Zoning Text Amendment
2. Consistency Statement
3. Application
4. **Planning Board Minutes**



# Staff Report

Agenda ZA-20-  
Item: 01

**REQUEST:**

Michael Lee, the owner of Mosquito Squad, is requesting an amendment to the Unified Development Ordinance, Article 6, Table 6.5, Table of Uses and Activities to allow Exterminating Services in the Light Industrial District as a permitted use.

**ANALYSIS:**

Mr. Lee is interested in a light industrial property for his business and was informed that the exterminating services are not permitted in the light industrial districts. They are limited to the B-2 and B-3 Business Districts with a special use permit, and the Heavy Industrial District as a permitted use.

Exterminating Services involve the storage and use of chemicals to exterminate pests. The industry is regulated by the state to ensure safety in the storage and use of chemicals. The use also can involve a fleet of small trucks to dispatch throughout the region. Exterminating services are a good fit for the Heavy Industrial District because of the storage of chemical and fleet vehicles.

Having exterminating services in the B-2 and B-3 Business Districts does very little for commerce. Extermination businesses are rarely a destination that would generate additional business to adjacent commercial properties. The location in the business district is mostly good for exterminating companies to obtain drive by exposure of their company and for the convenience of the business owners and employees. The use is most similar to **a contractor's office in terms of how it benefits or generates traffic for adjacent commercial** properties. The B-2 District appears intended for intensive business, whereas the B-3 District is more focused on enhancement of trade, tourism, capital investment, and the general welfare. The stated purposes of the B-2, B-3, LI and HI districts are:

*6.3.8. B-2 General Business District.*

The purpose of this district is to provide for those business areas adjacent to the downtown core as well as other intensive and extensive business areas in Smithfield.

*6.3.9. B-3 Highway Entranceway Business District.*

The purpose of this district is to allow commercial uses with proper regulations and safeguards to promote the safe and efficient movement of traffic, and the orderly development of land along major arteries leading into Town, while enhancing and

preserving the environmental and aesthetic qualities of these areas. The proper location and development of the uses along these corridors will contribute to and enhance trade, tourism, capital investment, and the general welfare.

*6.3.11 Light Industrial.*

The purpose of this district is to accommodate commercial warehousing and light industrial uses which will be compatible with the Smithfield area and will not cause adverse effects for the area or adjacent uses.

*6.3.12 Heavy Industrial.*

The purpose of this district is to accommodate Commercial, warehousing, and heavy industrial uses which will be compatible with the Smithfield area and will not cause adverse effects for the area or adjacent uses.

Exterminating services are more compatible in the Light Industrial District than in the business districts. The use in the Light Industrial District and are unlikely to cause adverse effects for the area or adjacent industrial uses and there is no expectation for attracting walk-in or drive by customers. The requirement for a special use permit in the B-2 and B-3 makes sense in order to give the Council control over chemical storage and fleet parking and to mitigate any negatives the use might have on other adjacent retail type establishments. Staff does not believe control over chemical storage and fleet parking is needed in the Light Industrial District, and there should be no negative impacts on adjacent industrial business.

PROPOSED AMENDMENT:

Article 6, Section 6.5 is proposed to be amended to read as follows:

**SECTION 6.5 TABLE OF USES AND ACTIVITIES.**

P - Permitted Use  
S - Special Use

PS - Permitted Use with Supplemental Regulations  
SS - Special Use with Supplemental Regulations

Blank - Not Permitted

Uses	Primary Zoning Districts														Overlay Districts		Supplemental Regulations	
	R-20A	R-10	R-8	R-6	R-MH	PUDS	O/I	B-1	B-2	B-3	LI (Sect. 7.2)	HI (Sect. 7.2)	AD AHH	OS	RHO	ECO		
<b>RETAIL SALES AND SERVICES</b>																		
Exterminating services									S	S	<u>P</u>	P						

CONSISTENCY STATEMENT:

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

RECOMMENDATION:

Planning Staff and the Planning Board recommend approval of the zoning text amendment ZA-20-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest

**DRAFT ORDINANCE # ZA-20-01**  
**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD**  
**UNIFIED DEVELOPMENT ORDINANCE**  
**ARTICLE 6, SECTION 6.5, TABLE OF USES AND ACTIVITIES**

**WHEREAS**, the Smithfield Town Council wishes to amend certain provisions in the Unified Development Ordinance by making changes to the Town of Smithfield Unified Development Ordinance to allow for exterminating services in the LI – Light Industrial District.

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

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

[Revise Article 6, Section 6.5, to allow for the exterminating services in the LI- Light Industrial District.

**PART 1**

**SECTION 6.5 TABLE OF USES AND ACTIVITIES.**

Uses	O/I	B-1	B-2	B-3	LI	HI	Supplemental Regulations
Exterminating Services			S	S	<u>P</u>	P	

**PART 2**

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

**PART 3**

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

Duly adopted this the \_\_\_ day of \_\_\_, 20\_\_.

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

ATTEST

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

THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
ZA-20-01

Whereas the Smithfield Town Council, upon acting on a zoning ordinance 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 ordinance 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 RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-20-01 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the regularly scheduled meeting of Town Council; and

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

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

That the final action regarding zoning ordinance amendment ZA-20-01 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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





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

## SPECIAL USE PERMIT APPLICATION

*Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.*

*Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee.*

### SITE INFORMATION:

Name of Project: Airport Industrial Park      Acreage of Property: 1.106  
 Parcel ID Number: 15J08017E      Tax ID: 168500-04-8569  
 Deed Book: 5194      Deed Page(s): 694-695  
 Address: 104 Airport Industrial Drive, Suite 101, Clayton NC 27520  
 Location: Airport Industrial Park.

Existing Use: LI      Proposed Use: HI  
 Existing Zoning District: LI

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 Submitted: _____	Date Received: _____	Amount Paid: _____
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**OWNER INFORMATION:**

Name: Ronnie J Stephens  
Mailing Address: 128 Airport Industrial Drive, Clayton NC 27520  
Phone Number: 919-934-8911 Fax: 919-934-5356  
Email Address: rstephens@carolinaconduit.com

**APPLICANT INFORMATION:**

Applicant: Fight the Bite, LLC dba Mosquito Squad of Raleigh  
Mailing Address: 104 Airport Industrial Dr. Suite 101 Clayton, NC 27520  
Phone Number: 919-851-5135 Fax: \_\_\_\_\_  
Contact Person: Michael Lee  
Email Address: mlee@mosquitosquad.com

**STATEMENT OF JUSTIFICATION**

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

The property was leased back in February 2020. We were informed pest control was allowed in this business location. We were later informed pest control could not be in the "LI" district. We feel confident it was just an oversight, because pest control isn't every broad industry. We are fully insured, and are regulated by the North Carolina Department of Agriculture and Consumer Services. I have a state license to operate pest control. Safety would not be an issue, as we are already heavily regulated by the state of North Carolina. The reason we would like to keep the current location is, its proximity to Raleigh. The bulk of our clients are in Raleigh. We do however, intend to operate in Johnston county as well and support the local area. Currently we have 4 people hired that are residents of Johnston County. We would certainly like to do our part in being productive members of the community.

**REQUIRED FINDING OF FACT**

*Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:*

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

No

- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.

Yes

- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

No

- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.

Yes

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Yes

- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

Yes

- 7) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

Yes

- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

Yes

## REQUIRED SITE PLAN INFORMATION

*Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:*

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

**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 Special Use Permit. 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.*

Michael Lu  
Print Name

  
Signature of Applicant

4-22-20  
Date

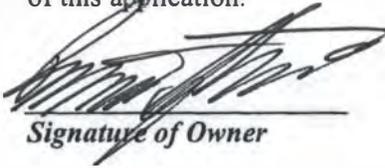
# OWNER'S CONSENT FORM

Name of Project: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

## OWNERS AUTHORIZATION

I hereby give CONSENT to Mosquito Squad of Raleigh (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.

      Ronnie Stephens      4/20/2020  
*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.

      Michael Lee      4/21/2020  
*Signature of Owner/Applicant*      *Print Name*      *Date*

## FOR OFFICE USE ONLY

File Number: \_\_\_\_\_ Date submitted: \_\_\_\_\_ Date received: \_\_\_\_\_

**Draft  
Town of Smithfield  
Planning Board Minutes  
Thursday, June 4, 2020  
6:00 P.M. Town Council Chambers**

**Members Present:**

Chairman Stephen Upton  
Debbie Howard  
Alisa Bizzell  
Ashley Spain  
Doris Wallace

**Members Absent:**

Teresa Daughtry  
Vice-Chair Mark Lane  
Michael Johnson

**Staff Present:**

Mark Helmer, Senior Planner  
Julie Edmonds, Administrative Assistant

**Staff Absent:**

Stephen Wensman, Planning Director

**CALL TO ORDER**

**IDENTIFY VOTING MEMBERS**

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES from May 7, 2020**

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

**NEW BUSINESS**

**RZ-20-03 Kiddie College of Canterbury**

The applicant is requesting to rezone one tract of land totaling approximately .454 acres from an R-8 (Residential) to an OI (Office and Institutional) zoning district. The property considered for rezoning is located on the west side of Canterbury Road, approximately 190 feet south its intersection with Berkshire Road and further identified as Johnston County Tax ID# 15004023A.

Mark Helmer stated that The property was originally built as a childcare center in the R-8 zoning district when the development was constructed. The roughly 3,500 sq. ft. building containing the Kiddie Kollege childcare center is an existing commercial building with multiple

rooms and configured for a daycare use. In the front and side of the building is a 5-stall parking lot, with two driveways off of Canterbury Road, and a playground in the back of the building. The building is well screened from adjacent residential parcels by trees along the property line. It's a commercially developed piece of property that's improperly zoned R-8. Justification for the rezoning would include rezoning the property to O/I zoning district would serve to more accurately reflect existing land uses on the site. The property has and currently is used for a daycare and has for many years. Having a conforming site with respect to zoning and land uses will make the property more marketable in the future. Conformance with zoning will allow for an easier permitting process if the property is damaged by fire or other natural disasters. By rezoning the property to O/I, it will allow for all land uses permitted in that district to be considered for future approvals. Examples of allowed uses in the O/I district would be schools, churches, contractor's offices, office uses, health clubs, barber/beauty shops, drug stores and restaurants to name a few.

Mr. Helmer also stated that with the approval of the rezoning, Town Council is required to adopt a statement describing whether the action is consistent with adopted comprehensive plan and other applicable adopted plans and the action is reasonable and in the public interest. Planning staff considers the actions to be consistent and reasonable.

Staff recommends the Planning Board recommend approval of RZ-20-03 finding the rezoning consistent with applicable adopted plans, policies and ordinances.

Debbie Howard made a motion to recommend approval of RZ-20-03 to rezone the property with the Johnston County Tax ID# 15004023A from R-8 to O/I 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; seconded by Alisa Bizzell. Unanimously Approved

#### **ZA-20-01 Mosquito Squad of Raleigh:**

**ZA-20-01 Mosquito Squad of Raleigh:** The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 6, Table 6.5 Table of Uses and Activities to allow Exterminating Services as a use by right in the Light Industrial (LI) zoning district.

Mark Helmer stated that Michael Lee, owner of Mosquito Squad, is requesting an amendment to the Unified Development Ordinance, Article 6, Table 6.5, Table of Uses and Activities to allow Exterminating Services in the Light Industrial District as a permitted use. Exterminating services currently are allowed in B-2, B-3 and Heavy Industrial Districts. In B-2 and B-3 they are permitted with a special use and in Heavy Industrial they are permitted as a use by right.

Exterminating services are compatible with the Light Industrial District even more so than the business districts. The use in the Light Industrial District is unlikely to cause adverse effects for the area or adjacent industrial uses and there is no expectation for heavy traffic generated by customers. The requirement for a special use permit in the B-2 and B-3

makes sense in order to give the Council oversight over the storage of chemicals and fleet parking and to mitigate any negatives the use might have on other adjacent retail type establishments. Staff does not believe control over chemical storage and fleet parking is needed in the Light Industrial District, and there should be no negative impacts on adjacent industrial business.

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

Planning Staff recommends approval of the zoning text amendment ZA-20-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Debbie Howard asked if the applicant was wanting to change the zoning district to allow his business to operate in the LI district.

Mr. Helmer said essentially the applicant has a space in the L/I district and needs the ordinance changed so that he can legally conduct business in an industrial park.

Doris Wallace made a motion to recommend approval of zoning text amendment ZA-20-01, adding exterminating services as a special use in Article 6, Section 6.5 Table of Uses and Activities finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest; seconded by Debbie Howard. Unanimously Approved

#### **Old Business**

Mr. Helmer mentioned a new 200 bed multi-family adult care facility coming to Kellie Drive. He also mentioned a new Engineering Building off College Rd at Johnston Community College.

#### **Adjournment**

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

Respectfully Submitted,



Julie Edmonds  
Administrative Support Specialist



# Request for Town Council Action

**Public  
Hearing:** RZ-20-03  
Date: 07/07/2020

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

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## Issue Statement

Request to rezone the Kiddie Kollege of Canterbury property from R-8 Residential to O/I – Office/Institutional.

## Financial Impact

None

## Action Needed

Hold a public hearing and to review the zoning map amendment and decide to approve or deny the requested map amendment.

## Recommendation

Staff and the Planning Board recommend approval of RZ-20-03 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 Property Owners List and Certification



# Staff Report

Agenda Item: RZ-20-03

## OVERVIEW:

Phil and Barbara Wilkins, the owners of Kiddie Kollege of Canterbury, are requesting the rezoning of their property from R-8 Residential to O/I Office Institutional.

## PROPERTY LOCATION:

The location of the property to be rezoned is 304 Canterbury Road, further with the Johnston County Tax ID# 15004023A.

## SITE DATA:

Tax ID# 15004023A  
 Acreage: .454 acres  
 Present Zoning: R-8 Single, Two and Multi-Family Residential  
 Proposed Zoning: O/I Office Institutional  
 Existing Use: Childcare Center  
 Proposed Use: Unknown  
 Fire District: Town of Smithfield  
 School Impacts: None  
 Parks and Recreation: None  
 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
<b>North</b>	R-8 (Residential)	Residential
<b>South</b>	R-8 (Residential)	Residential
<b>East</b>	R-10 (Residential)	Church - Institutional
<b>West</b>	R-8 (Residential)	Residential

## JUSTIFICATION:

The property was originally built as a childcare center in the R-8 zoning district when the development was constructed. The roughly 3,500 sq. ft. building containing the Kiddie Kollege childcare center is a commercial building with multiple rooms and a bathroom designed for the daycare. In the front and side of the building is a +/-5 stall parking lot, with

two driveways off of Canterbury Road, and a playground in the back of the building. The building is well screened from adjacent residential parcels by trees along the property line.

The applicants have stated that they are getting older and they are considering selling the building. By rezoning the property to Office/Institutional, the potential uses of the property would be greater and the owners would have more potential buyers than if zoned for residential. Furthermore, selling the building may take time and if the special use permit goes unused for a year, it technically expires. If the permit expires, the commercial building will be nearly unusable for any commercial use. The current use, childcare center, is not a use allowed in the R-8 district but is a special use in the O/I district.

**R-8 SINGLE, TWO AND MULTI -FAMILY ZONING DISTRICT:**

The R-8 zoning district the only commercial uses allowed are:

- Bed and breakfasts with special use permit
- School with special use permit

**O/I OFFICE INSTITUTIONAL ZONING DISTRICT:**

The O/I zoning district allows the following commercial uses:

- Schools with special use permit
- Church with special use permit
- **Artisan’s workshop** with special use permit
- **Contractor’s office**
- Research lab with special use permit
- Office uses
- Optician and optical goods
- Health clinics
- Health club
- Video arcade with special use permit
- Art gallery
- Barber/beauty shop
- Bed and breakfasts with special use permit
- Drug store
- Funeral home with special use permit
- Restaurant
- Artist studio
- Child Care Centers with a special use permit.

**LOT CONFORMITY:**

If rezoned, the lot would exceed the minimum lot requirements of the O/I zoning district:

	Existing Lot	O/I Standards
Minimum Lot Area	19,776 sq. ft.	6,000 sq. ft.
Minimum Lot Frontage	+/- 75 feet	60 feet.
Front Yard Setback	+/- 32 feet	25 feet
Side Yard Setback	+/- 30 feet	8 feet
Rear Yard Setback	+/- 80 feet	15 feet

#### SPOT ZONING:

In North Carolina, spot zoning is not illegal in and of itself, however, it should be clearly supported by a reasonable basis to be upheld. In this case, the proposed zoning is office/institutional and directly across the street is a large Church of Latter-Day Saints which is an institutional use in a residential zoning district with a much greater impact on the neighborhood in terms of traffic than this small commercial building would be if zoned to Office/Institutional District.

#### 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:

- 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.*
- 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.*
- 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-20-03 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-20-03**

**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 RECOMMEND APPROVAL OF THE ORDINANCE IS ADOPTED,**

That the final action regarding zoning map amendment RZ-20-03 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the 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 RECOMMEND APPROVAL OF THE ORDINANCE FAILS,**

That the final action regarding zoning map amendment RZ-20-03 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning 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: Kiddie Kollege of Canterbury Acreage of Property: .454  
 Parcel ID Number: 15004023A Tax ID: \_\_\_\_\_  
 Deed Book: 02612 Deed Page(s): 0108  
 Address: 304 Canterbury Road Smithfield NC 27577  
 Location: Legal description Selma Rd 260413-69  
304 Canterbury Road Smithfield NC  
 Existing Use: Daycare Proposed Use: Attorney/CPA/Daycare  
 Existing Zoning District: Residential  
 Requested Zoning District Office and Institutional  
 Is project within a Planned Development:  Yes  No  
 Planned Development District (if applicable): Not sure?  
 Is project within an Overlay District:  Yes  No  
 Overlay District (if applicable): Not sure?

### FOR OFFICE USE ONLY

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

Name: Phil and Barbara Wilkins

Mailing Address: PO Box 585 Four Oaks, NC 27524

Phone Number: 919-628-5179 or 919-524-0377 Fax: \_\_\_\_\_

Email Address: bpwilkins@embarqmail.com

**APPLICANT INFORMATION:**

Applicant: Phil and Barbara Wilkins

Mailing Address: 304 Canterbury Road, Smithfield, NC 27577 (PO Box 585 Four Oaks, NC 27524)

Phone Number: 919-628-5179 or 919-524-0377 Fax: \_\_\_\_\_

Contact Person: Phil or Barbara Wilkins or Kim Stanley 919-796-2070 (daughter)

Email Address: bpwilkins@embarqmail.com

**REQUIRED PLANS AND SUPPLEMENTAL INFORMATION**

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

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

**STATEMENT OF JUSTIFICATION**

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

It is currently residential zoned and the building on the land is not a house but a building with several rooms with bathrooms created for a daycare but could be useful as a CPA office, Attorney's office, or some type of medical offices possibly. We are getting older and are considering possibly selling. We would like to change it to Office and Institutional zoning in case we decide to sell the property and the property takes longer than 6 months to sell. As a residential zone, after six months only 6/7 children could be legally kept in a couple of buildings built to house 60 plus children. Hopefully, if we decide to sell, we can sell as a daycare but need the zoning changed so it doesn't go back to housing after 6 months of closure. Any help would be greatly appreciated. Thank you so much for taking your time to help us.

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**APPLICANT AFFIDAVIT**

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

*Phil Wilkins*

BARBARA Wilkins  
Print Name

*Phil Wilkins*

Barbara Wilkins  
Signature of Applicant

\_\_\_\_\_  
Date



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

## OWNER'S CONSENT FORM

Name of Project: Kiddie Kollege of Canterbury, Inc.      Submittal Date: May 6, 2020

### OWNERS AUTHORIZATION

I hereby give CONSENT to Phil/Barbara Wilkins (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.

Phil Wilkins      Phil Wilkins      \_\_\_\_\_  
Barbara Wilkins      Barbara Wilkins      \_\_\_\_\_  
 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.

Phil Wilkins      Phil Wilkins      \_\_\_\_\_  
Barbara Wilkins      Barbara Wilkins      \_\_\_\_\_  
 Signature of Owner/Applicant      Print Name      Date

### FOR OFFICE USE ONLY

File Number:	Date Received:	Parcel ID Number:
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# 300 Block of Canterbury Road

**Project Name:**  
Kiddle Kollege  
of Canterbury

**File Number:**  
RZ-20-03

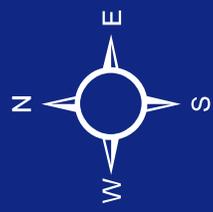
**Existing Zoning:**  
R-8 (Residential)

**Proposed Zoning:**  
OI (Office Institutional)

**Property Owner:**  
Phil & Barbara Wilkins

**Location:**  
304 Canterbury Rd.

**Tax ID# 15004023A**



1 in = 250 ft

Map created by the Mark E. Helmer, AICP  
Senior Planner, GIS Specialist on 6/27/2020

Adjacent Property Owners of  
RZ-20-03

TAG	PIN	NAME1	ADDRESS2	CITY	STATE	ZIPCODE
150990300	260413-14-6727	CHURCH OF LATTER DAY SAINTS	303 Canterbury Rd	Smithfield	NC	00000-0000
15004023A	260413-14-2680	WILKINS, BARBARA MASSENGILL	P O BOX 585	FOUR OAKS	NC	27524-0000
15004116	260413-14-2697	MITCHELL, NATHANIEL D	203-A CANTERBURY RD	SMITHFIELD	NC	27577-0000
15004116E	260413-14-1795	J P EDWARDS RENTAL PROPRTY LLC	P O BOX 2307	SMITHFIELD	NC	27577-0000
15004116F	260413-14-1763	J P EDWARDS RENTAL PROPRTY LLC	P O BOX 2307	SMITHFIELD	NC	27577-0000
15004017X	260413-14-1464	HAMILTON, ANGELA GAMBLE	67 S SUSSEX DR	SMITHFIELD	NC	27577-4742
15004018A	260413-14-2402	CORBETT, ZELDA	69 S SUSSEX DR	SMITHFIELD	NC	27577-4742
15004199X	260413-04-9567	BERKSHIRE APARTMENTS LLC	PO BOX 536	WAKE FOREST	NC	27588-0536
15004199W	260413-14-4303	TILGHMAN, ELAINE W	P O BOX 574	DUNN	NC	28335-0574



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, RZ-20-03, were notified by First Class Mail on 6-22-20.

*Mark E. Helmer*

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

22nd day of June, 2020

*Julianne Edmonds*  
Notary Public Signature

Julianne Edmonds  
Notary Public Name

My commission expires on January 15, 2023





# Request for Town Council Action

Public  
Hearing: SUP- 20-05  
Date: 07/07/2020

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Subject: Smithfield Living Facility SUP  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Special Use Quasi-Judicial Hearing

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## Issue Statement

The Council is requested to approve a Special Use Permit for a Multi-unit Assisted Housing with Services in the O/I Office-Institutional Zoning District

## Financial Impact

None.

## Action Needed

To review the special use permit request and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve SUP-20-05 with 2 conditions of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff report
2. Findings of Fact
3. Application
4. Site Survey
5. Adjacent Owners Listing and Certification



# Staff Report

Public SUP-  
Hearing: 20-05

**REQUEST:**

Carolina Commercial Contractors, LLC is requesting a special use permit to construct the Smithfield Living Facility in the O/I Office/Institutional District on two properties located on Kellie Drive (across from the Smithfield Assisted Living Facility): a 4.24 acre parcel with the Johnston County Tax ID#14075022C, and a 11.06 acre parcel with the Johnston County Tax ID#14075022D.

**SPECIAL USE:**

**The land use, Multi-unit Assisted Housing with Services, requires special use in the O/I District.**

**APPLICATION:**

Application Number: SUP-20-05  
Project Name: Smithfield Living  
TAX ID numbers: 14075022C and 14075022D  
Town Limits/ETJ: Town Limits  
Applicant: **Carolina Commercial Contractors, LLC**  
Property Owner: Wolfpack Investors, LLC  
Agents: N/A

**LOCATION:**

Approximately 1000 feet north of the M. Durwood Stephenson Parkway/Kellie Drive Intersection on the west side of Kellie Drive.

**SITE/DEVELOPMENT DATA:**

Acreage: 15.3-acres  
Present Zoning: O/I Office/Institutional District  
Existing Uses: Vacant  
Proposed Use: **Multi-unit Assisted Housing with Services**  
Fire Protection: Town of Smithfield  
School Impacts: None  
Parks and Recreation: None  
Water Provider: Town of Smithfield  
Sewer Provider: Town of Smithfield  
Electric Provider: Town of Smithfield

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ADJACENT ZONING AND LAND USES:

	Exiting Zoning	Existing Use:
North	O/I and R-20A	Vacant and Residential/Agriculture
South	O/I	Office
West	R-10	Vacant/Agricultural
East	O/I	Residential/Institutional (Assisted Living Facility)

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EXISTING CONDITIONS:

Both properties contain open buildable land along the frontage of Kellie Drive with wetlands and woodlands towards the rear. A Piedmont Natural Gas Easement crosses the northern portion of the northerly property (outside the proposed construction site).

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ANALYSIS:

The area around the proposed development has become a hub of medical offices with an assisted living facility. When the Smithfield Assisted Living Facility was constructed, the developer had intentions to also construct the independent living facility nearby. The Smithfield Living Facility complements the existing uses nearby and its residents will utilize support services and also benefit from the nearby dentist office, orthopedic office and the Smithfield Recreation and Aquatics Center (SRAC).

**Vehicular & Pedestrian Access.** Vehicular access will be from driveways on Kellie Drive. There is are public sidewalks on both sides of Kellie Drive. The southernmost driveway lines up with the road to the Neuse Charter School

**Parking.**

The site plan for the Smithfield Living Facility shows 93 parking spaces (including 4 handicap spaces) for the 83 units facility with 98 bedrooms (12 – Studio / 59 – 1-BR / 12 – 2 BR). The 1 parking stall per unit standard is appropriate given some residents will have cars, while **others won't and will** utilize Johnston County Area Transit System (JCATS) to get around town.

**Other UDO Requirements.** The site plan does not address landscaping, lighting, stormwater, and other UDO requirements. The site plan references landscaping and lighting requirements. All UDO requirements will be addressed through the site plan review process.

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DRAFT FINDINGS OF FACT:

The UDO, Article 4, sets forth eight findings of fact that are required for approval of a special use permit through a quasi-judicial process. (Please see the attached application which **contains the applicant's findings of fact**). **Staff's findings are shown in *Bold/Italics*** below:

4.9.3.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. *The special use will be beneficial to the public health, safety and general welfare.*

4.9.3.5.2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. *The special use is complementary to the existing assisted living facility and the medical office hub along Kellie Drive.*

4.9.3.5.3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. *The special use represents normal and orderly development and will be beneficial to the surrounding properties.*

4.9.3.5.4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. *Adequate facilities will be provided or are existing to meet the needs of the SUP.*

4.9.3.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *Adequate egress and ingress will be provided.*

4.9.3.5.6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *With a special use permit, the use will conform to the applicable regulations.*

4.9.3.5.7. Public access shall be provided in accordance with the recommendations of the **Town's land use plan and access plan or the present amount of public access** and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***There are no conflicts with the Town's adopted plans.***

4.9.3.5.8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. *With a special use permit, the use is permitted within the zoning district.*

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PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the SUP-20-05 based on the findings of fact with the following condition:

1. That the applicant submits plans for loading, landscaping, lighting, stormwater management in strict accordance with UDO requirements.
2. That the two properties be recombined into one lot.

**Town of Smithfield  
Special Use Permit Application  
Finding of Fact / Approval Criteria**

**Application Number:** SUP-20-05      **Name:** BT Property Holdings LLC Warehousing SUP

**Request:** The applicant seeks a special use permit for warehousing on property located within the O/I-Office/Institutional zoning district. The property considered for approval is located approximately 1000 feet north of the M. Durwood Stephenson Parkway/Kellie Drive Intersection on the west side of Kellie Drive, further identified as Johnston County Tax IDs 14075022C and 14075022D.

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

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

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

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

**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-20-05 with the following condition:*

1. That the applicant submits plans for loading, landscaping, lighting, stormwater management in strict accordance with UDO requirements.
2. That the two properties be recombined into one lot.

**Motion to Deny:** *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-20-05 for the following stated reason:*

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**Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-20-05 is hereby:**

\_\_\_\_\_ **approved upon acceptance and conformity with the following conditions:**

1. That the applicant submits plans for loading, landscaping, lighting, stormwater management in strict accordance with UDO requirements.
2. That the two properties be recombined into one lot.

\_\_\_\_\_ **denied for the noted reasons.**

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**Decision made this 2nd day of June, 2020 while in regular session.**

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

**ATTEST:**

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



**Town of Smithfield**

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

**Site Plan Application General Information**

Development Name <b>Smithfield Independent Living</b>	
Proposed Use <b>Senior Adult Living Facility</b>	
Property Address(es) <b>Kellie Drive</b>	
Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:	
PIN# <b>14075022C,D</b>	TAX ID#
Project type? <input checked="" type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Planned Unit Development (PUD)	

**OWNER/DEVELOPER INFORMATION**

Company Name <b>Wolfpack Investors, LLC</b>	Owner/Developer Name <b>W. Frank Lee</b>
Address <b>2816 S. Brightleaf Blvd Smithfield, NC 27577</b>	
Phone <b>919-934-2700</b>	Email <b>annette@centralmktinc.com</b> Fax

**CONSULTANT/CONTACT PERSON FOR PLANS**

Company Name <b>Summey Engineering Associates, PLLC</b>	Contact Name <b>Zach Gardner</b>
Address <b>P.O. Box 968 ASheboro, NC 27204</b>	
Phone <b>336-328-0902</b>	Email <b>zach@summeyengineering.com</b> Fax

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

**ZONING INFORMATION**

Zoning District(s) <b>O&amp;I</b>
If more than one district, provide the acreage of each:
Overlay District? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**FOR OFFICE USE ONLY**

File Number: _____	Date Submitted: _____	Date Received: _____	Amount Paid: _____
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**STORMWATER INFORMATION**

Existing Impervious Surface <b>0</b>	acres/sf	Flood Hazard Area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Proposed Impervious Surface <b>1.89</b>	acres/sf	Neuse River Buffer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Watershed protection Area Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/> No	Wetlands	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation

**NUMBER OF LOTS AND DENSITY**

Overall Unit(s)/Acre Densities Per Zoning Districts

Acreage in active open space

Acreage in passive open space

**SIGNATURE BLOCK (Applicable to all developments)**

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

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

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

Signature *[Handwritten Signature]* Date May 27, 2020

Signature \_\_\_\_\_ Date \_\_\_\_\_

**REVIEW FEES**

- Major Subdivision (Submit 7 paper copies & **1 Digital copy on CD**) \$500.00 + \$5.00 a lot
- Minor Subdivision (Submit 4 paper copies & **1 Digital copy on CD**) \$100.00 + \$5.00 a lot
- Recombination Plat (Submit 2 paper copies & **1 Digital copy on CD**) \$50.00
- Commercial Site Plan (Submit 7 paper copies & **1 Digital copy on CD**) \$300.00 + \$50 per acre

**FOR OFFICE USE ONLY**

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



# Summey Engineering Associates, PLLC

Engineering • Land Planning • Consulting

PO Box 968 – Asheboro, NC 27204

(336) 328-0902 / Fax: (336) 328-0922 / Mack@summeyengineering.com

## TRANSMITTAL

Date: June 5, 2020

To: **Attn: Mark Helmer**  
**Smithfield Planning Department**  
**P.O. Box 761, Smithfield, NC 27577**

**Phone: 919-934-2116**  
**Fax: 919-934-1134**

**Smithfield Independent Living**  
**SEA Job No. E-6081**

We are sending you attached the following items:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Shop Drawings    | <input type="checkbox"/> Samples        | <input type="checkbox"/> Copy of Letter   |
| <input type="checkbox"/> Prints           | <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Plans | <input type="checkbox"/> Disk           |   |

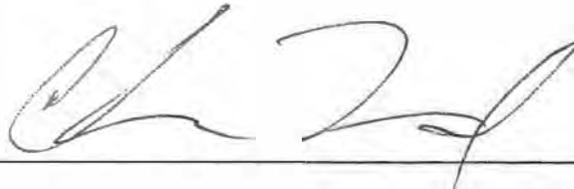
# Copies	Drawing #	Description	Disposition
7		<b>Civil Site Construction Plans</b>	
1		<b>CD Copy of Plans</b>	
1		<b>\$500 Permit Fee</b>	

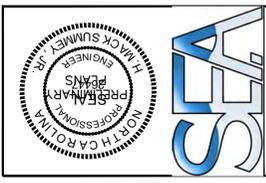
Remarks:

Please let us know if anything else is needed.

Thanks!

Christian Vestal  
 Christian@summeyengineering.com  
 336-328-0902





**Summey Engineering Associates, PLLC**  
*Engineering - Land Planning - Consulting*  
 PO Box 908  
 Asheville, NC 27204  
 Phone: 336-228-0922 Fax: 336-228-0922  
 E-mail: mack@summeyengineering.com

No.	Date:
Description:	
By:	

**PROPOSED SITE & UTILITY PLAN**  
 201 KELLIE DRIVE EXT  
 JOHNSTON COUNTY - SELMA TOWNSHIP - NORTH CAROLINA

Scale:	AS NOTED
Date:	MAY 2020
Drawn By:	CV
Checked By:	HMSJ
Job No.:	E-6081

**UTILITY NOTE:**  
 ALL UTILITY LINES AND SERVICES ARE TO BE VERIFIED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION. ROUTES SHOWN MAY BE SUBJECT TO CHANGE PENDING UTILITY PROVIDER. ROUTES SUCH AS PHONE, CABLE, FIBER, GAS, WATER AND SEWER. CONTRACTOR TO CONTACT DESIGN ENGINEER IMMEDIATELY IF REVISIONS ARE NEEDED TO ENSURE ELEVATIONS OF PERTINENT UTILITIES CAN BE MAINTAINED.

**DRAWING LEGEND**

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- RIGHT OF WAY
- EXISTING TREELINE
- PROPOSED TREELINE
- DEMO TREELINE
- EXISTING DRAINAGE PIPE
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE STRUCTURE
- SETBACK LINE
- STREET YARD LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- GAS LINE
- CONCRETE WASHOUT
- CONSTRUCTION STAGING/ PARKING AREA

**LIGHTING NOTE:**  
 FINAL SITE LIGHTING TO BE DESIGNED AND INSTALLED BY TOWN OF SMITHFIELD UTILITIES DEPARTMENT.

**TREE PRESERVATION NOTE:**  
 CONTRACTOR IS TO PRESERVE ALL TREES TO THE EXTENT POSSIBLE PRESENT ON SITE.

**UTILITY NOTES**

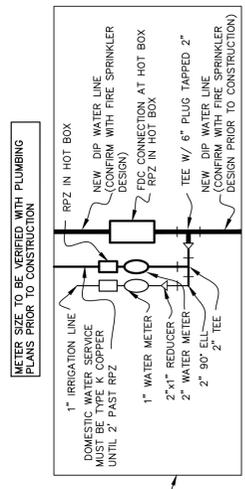
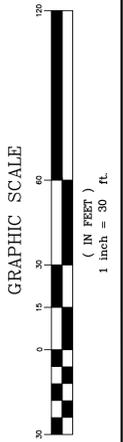
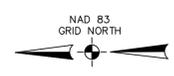
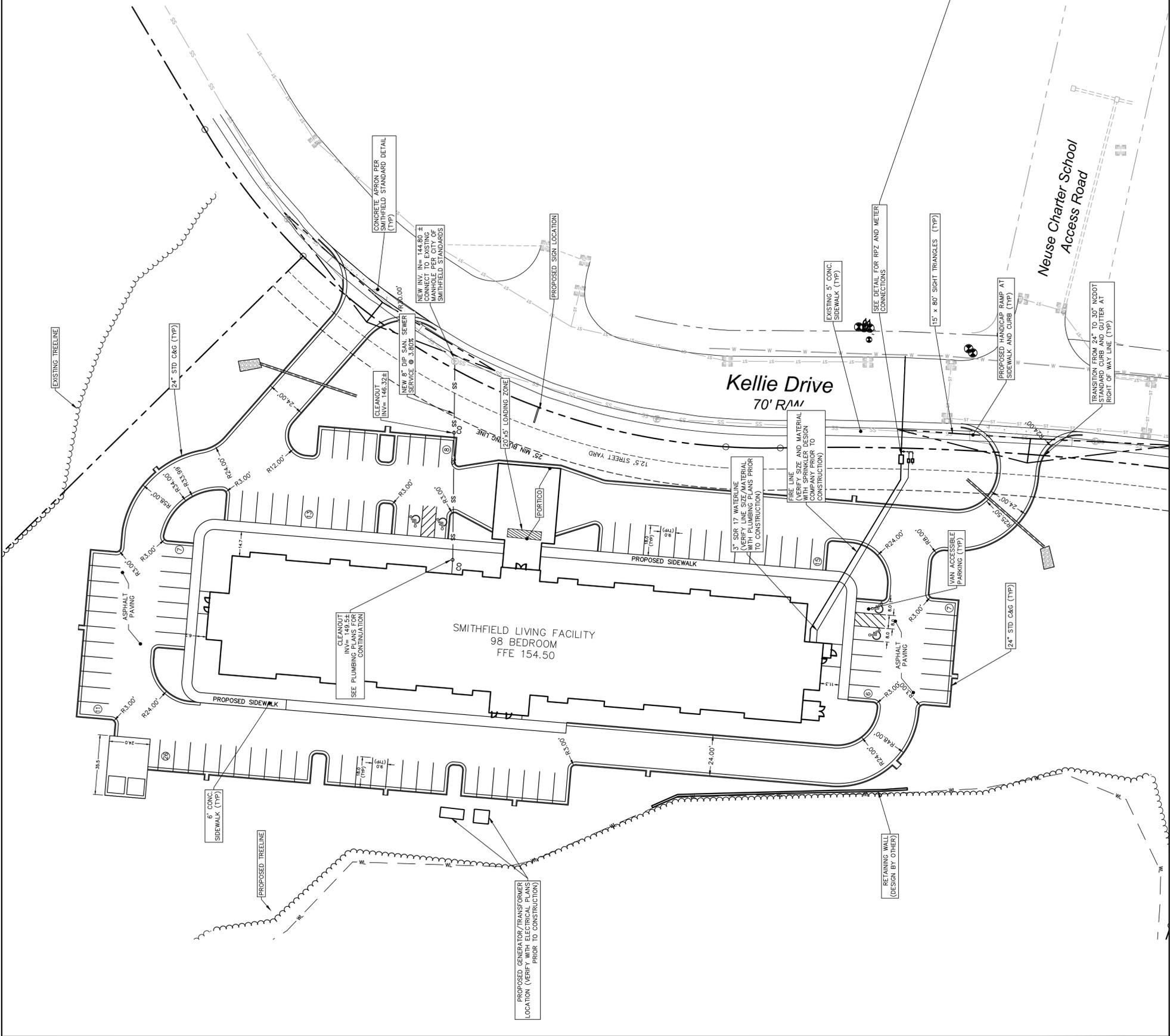
- ALL UTILITIES TO BE INSTALLED IN ACCORDANCE TO CITY OF SMITHFIELD REQUIREMENTS.
- ALL UTILITY LOCATIONS TO BE COORDINATED WITH LOCAL UTILITY COMPANIES.
- REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE & CABLE SERVICES.
- IF FIELD CONDITIONS VARY FROM PLAN, CONTRACTOR TO CONTACT CITY OF SMITHFIELD & ENGINEER IMMEDIATELY.

CURB CUTS AND ACCESSIBLE ROUTES PER ICC 117.1.2005 E4. CROSS SLOPE LIMITED TO 5% CALL FOR INSPECTION BEFORE PLACEMENT OF CONCRETE. SLOPE GREATER THAN 5% REQUIRES CONSTRUCTION AS A RAMP.

- GENERAL SITE DATA**
- IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - ZONING: CURRENT= O&1
  - EXISTING LAND USE: VACANT
  - PROPOSED LAND USE: LIVING FACILITY
  - DEED BOOK 3829 PAGE 363
  - TOTAL TRACT = 15.30 ACRES
  - TOTAL NO. OF LOTS PROPOSED = 1
  - SETBACKS = FRONT 25', SIDE / REAR 15'
  - UNDERGROUND UTILITIES, WHERE NOT DISCERNIBLE BY SURFACE APPEARANCES (MANHOLES, CATCH BASINS, VALVES, ETC.), ARE SHOWN PER INFORMATION OBTAINED FROM ENGINEERING PLANS, UTILITY RECORDS, AND OTHERS. THEY SHOULD BE CONSIDERED APPROXIMATE.
  - LANDSCAPE REQUIREMENTS PER CITY OF SMITHFIELD UDO.
  - PARCEL ID: 14075022C; 14075022D
  - DRIVEWAY APRONS TO BE CONSTRUCTED TO NCDOT AND TOWN OF SMITHFIELD STANDARDS.
  - LIGHTING PLAN TO BE COMPLETED BY THE TOWN OF SMITHFIELD. ALL WALL PACK LIGHTING SHALL BE FULL CUTOFF DESIGN IN ACCORDANCE WITH THE TOWN OF SMITHFIELD STANDARDS.

**BUILDING / PARKING DATA**

- PARKING SPACES REQUIRED
- .5 SPACES PER OCCUPANT = 49 SPACES
- PARKING SPACES PROVIDED
- 93 SPACES (INCLUDES 4 HANDICAP SPACES)



# 200 Block of Kellie Drive

**Project Name:**  
Smithfield  
Living Facility

**Location:**  
Kellie Dr.

**File Number:**  
SUP-20-05

**Existing Zoning:**  
O/I (Office /  
Institutional)

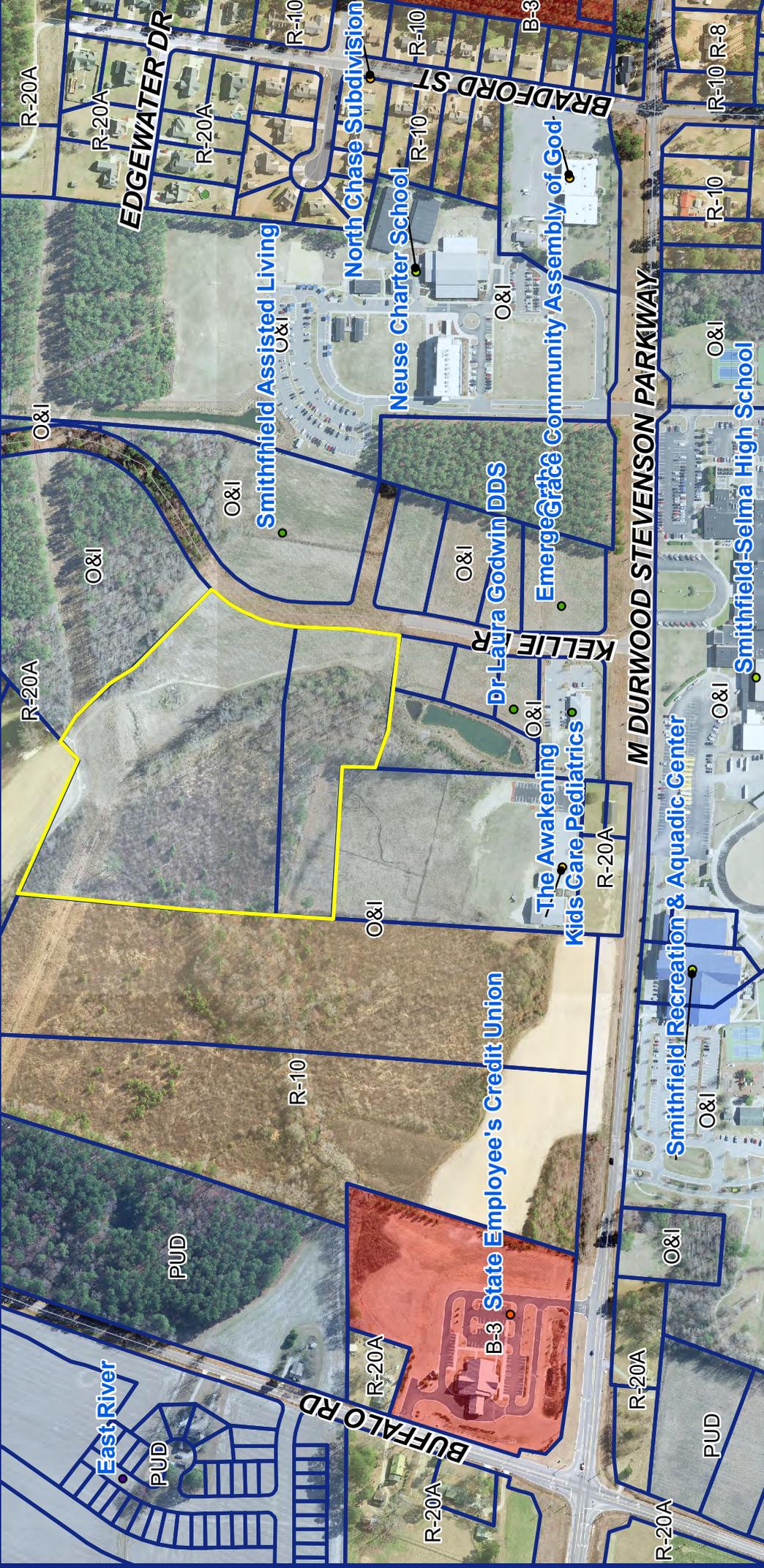
**Request:**  
40  
Multi-Unit  
Assisted Housing  
with Services

**Property Owner:**  
Wolfpack  
Investors, LLC

**Tax ID#** 14075022C  
14075022D



1 in = 400 ft



Adjacent Property Owners of  
SUP-20-05

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
14075021W	260405-19-3885	JOHNSTON PROPCO, LLC	PO BOX 130	SANFORD	NC	27331-0130
14075021H	260405-09-4310	SMITHFIELD, LLC	188 WHITLEY CHURCH RD	PRINCETON	NC	27569-8809
14075020	260503-00-1738	LEE, ANN FLOWERS	2172 BUFFALO RD	SMITHFIELD	NC	27577-0000
14075021E	260405-09-0729	SILVA, RUTH M	12 HAZELWOOD CT	SMITHFIELD	NC	27577-0000
14075022D	260405-09-8645	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460
14075021N	260405-09-7342	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460
14075022B	260503-10-2520	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460
14075021T	260405-09-9431	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460
14075021	260405-19-2464	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460
14075022C	260503-00-6120	WOLFPACK INVESTORS, LLC	128 E HARGETT ST STE 300	RALEIGH	NC	27601-1460



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-20-05, were notified by First Class Mail on 6-22-20.

Mark E. Helmer  
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

22nd day of June, 2020

Julianne Edmonds  
Notary Public Signature

Julianne Edmonds  
Notary Public Name

My Commission expires on January 15, 2023





# Request for Town Council Action

Public  
Hearing: SUP- 20-06  
Date: 07/07/2020

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Subject: JCC Engineering Building SUP  
Department: Planning  
Presented by: Stephen Wensman, Planning Director  
Presentation: Special Use Quasi-Judicial Hearing

---

## Issue Statement

The Council is requested to approve a Special Use Permit top permit the construction of a new building on the Johnston Community College campus in the O/I Office-Institutional Zoning District

## Financial Impact

None.

## Action Needed

To review the special use permit request and make a decision whether to approve, approve with conditions or deny.

## Recommendation

Planning Staff recommends the Town Council approve SUP-20-06 with 2 conditions of approval.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff report
2. Findings of Fact
3. Application
4. Site Plans
5. Adjacent Property Owner Listing and Certification



# Staff Report

Public SUP-  
Hearing: 20-06

**REQUEST:**

Timmons Group, Inc is requesting a special use permit to construct a new building on the Johnston Community College (JCC) campus in the O/I Office/Institutional District.

**SPECIAL USE:**

**In Table 6.5 Table of Uses and Activities, community college is a listed as requiring a special use permit.**

**APPLICATION:**

Application Number: SUP-20-06  
Project Name: JCC Engineering Building  
Parcel ID number: 169308-87-5887  
Town Limits/ETJ: Town Limits  
Applicant: **Timmons Group, Inc.**  
Property Owner: Johnston Community College  
Agents: Brian Starkey, Timmons Group, Inc.

**LOCATION:**

Approximately 600 feet west of East Market Street on College Road.

**SITE/DEVELOPMENT DATA:**

Acreage: 100.5-acres  
Present Zoning: O/I Office/Institutional District  
Existing Uses: Johnston Community College  
Proposed Use: **Engineering Building**  
Fire Protection: Town of Smithfield  
School Impacts: None  
Parks and Recreation: None  
Water Provider: Town of Smithfield  
Sewer Provider: Town of Smithfield  
Electric Provider: Town of Smithfield

ADJACENT ZONING AND LAND USES:

	Exiting Zoning	Existing Use:
North	O/I	Community College
South	N/A	I-95
West	O/I	Community College
East	B-3	Retail (Town Centre Place)

EXISTING CONDITIONS:

The proposed site of the new 46,365 sq. ft. engineering building is at the east end of the parking lot nearest East Market Street and in the wooded greenspace. The 2-story building will displace 35 parking stalls and require the removal of some existing mature pine trees. There is pedestrian access from the parking lot and to other campus buildings. There is no pedestrian access along College Road or along the E. Market Street frontage and no pedestrian access to adjacent commercial properties.

ANALYSIS:

The Johnston Community College is comprised of numerous campus classroom and operational buildings arranged around shared parking. The engineering building will be a new 2-story, 46,365 sq. ft. building that complements the existing campus structures and utilizes the shared parking lot.

**Vehicular Access.** Vehicular access from College Road as it is currently. A new service entrance to the building will be located off Jaguar Drive (private drive) that loops behind the building and campus. The site plans show pedestrian access to other campus buildings and parking, but no sidewalk on College Road or East Market Street.

**Pedestrian Access.** Section 2.22 of the UDO requires all new O/I district construction to **provide 5' sidewalks on the street right-of-way.** The Engineering building is one new structure on a large campus. Although it may not be justified to require a five-foot sidewalk along all the road frontages, some additional pedestrian connectivity should be considered. It would benefit the student body and adjacent commercial businesses to have a pedestrian connection to East Market Street. Furthermore, the Town is planning a recreational trail around the College Pond that will ultimately connect to Smith Collins Park and to the Buffalo Creek Greenway. A trail or sidewalk connection from the future College Pond trail to East Market Street would be a worthy goal. The Council might want to consider requiring a sidewalk along a portion of College Road in conjunction with this permit request.

**Parking.** The new building will displace 35 existing parking stalls along the east end of the large shared parking lot. The site plans show future 92 stall parking lot (Alternate #1), although staff is not requiring construction of this parking lot at this time and not until the

day that additional parking is demonstrated as needed (See attached letter). The multiple buildings including the theater will not be at full capacity all at the same time. For example, the theater is more likely used in the evenings and weekends so some excess parking capacity should be available for the new engineering building.

The existing parking requirements for the college are summarized below:

**PROPOSED ENGINEERING BUILDING PARKING REQUIREMENT:**

Institutional/Civic (5 spaces per 1,000 square feet) 14,354 sf / 72 spaces required.

Office Area (4 spaces per 1,000 square feet) 4,315 sf / 18 spaces required.

Assembly (1 space per 3 fixed seats plus 1 space per 3 movable seats) 152 fixed seats / 51 spaces required.

Total: 141 spaces required.

**EXISTING PARKING LOT BREAKDOWN:**

Student Success Center: Institutional/Civic  
3,993 sf / 20 spaces required.

Office Area  
12,800 sf / 52 spaces required.

Assembly  
991 fixed seats / 331 spaces required.

Total: 403 spaces required.

Elsee Building:

Institutional/Civic  
31,925 sf / 160 spaces required.

Office Area  
29,025 sf / 117 spaces required.

Total: 277 spaces required.

Wilson Building:

Institutional/Civic  
17,075 sf / 86 spaces required.

Office Area  
14,600 sf / 59 spaces required.

Total: 145 spaces required.

966 Total parking spaces required.

846 Existing parking spaces in front lot provided.

Alternate #1: 92 additional new spaces provided.

Stormwater. The applicant is proposing a dry detention basin as an aesthetic feature near the entrance to the building. The applicant will be responsible for a Nitrogen offset payment.

Landscaping. The applicant will be landscaping the disturbed areas of the site in **accordance with the Town's landscape ordinance.**

Lighting. A lighting plan was submitted showing pedestrian lighting and parking lot lighting, all in accordance with the lighting code.

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DRAFT FINDINGS OF FACT:

The UDO, Article 4, sets forth eight findings of fact that are required for approval of a special use permit through a quasi-judicial process. (Please see the attached application which **contains the applicant's findings of fact**). **Staff's findings are shown in *Bold/Italics*** below:

4.9.3.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. *The special use will not be detrimental or endanger public health, safety, or general welfare.*

4.9.3.5.2. The special use will be in harmony with the existing development and uses within the area in which it is to be located. *The special use is complementary to the existing campus.*

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

4.9.3.5.4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. *Adequate utilities, parking, access and other facilities exist or are being adequately provided for.*

4.9.3.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *Adequate egress and ingress currently exist to the site.*

4.9.3.5.6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *With a special use permit, the use will conform to the applicable regulations.*

4.9.3.5.7. Public access shall be provided in accordance with the recommendations **of the Town's land use plan and access plan or the present amount of public access** and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern. ***There are no conflicts with the Town's adopted plans.***

4.9.3.5.8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council. *With a special use permit, the use is permitted within the zoning district.*

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PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the SUP-20-06 based on the findings of fact with the following condition:

1. That the Alternate #1 parking be installed if it is determined that additional parking is needed by the Smithfield Planning Director.
2. That a public sidewalk be provided from the new building to East Market Street in or adjacent to the College Road right-of-way.

**Town of Smithfield**  
**Special Use Permit Application**  
**Finding of Fact / Approval Criteria**

**Application Number:** SUP-20-06      **Name:** JCC Engineering Building SUP

**Request:** The applicant seeks a special use permit to add a building to the Johnston Community College located within the O/I Office Intuitional zoning district. The property considered for approval is locate at 245 College Rd, Smithfield NC 27577 further identified as Johnston County Tax IDs 15K10199F

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

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

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

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

**Motion to Approve:** *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application #SUP-20-06 with the following condition:*

1. That the Alternate #1 parking be installed if it is determined that additional parking is needed by the Smithfield Planning Director.
2. That a public sidewalk be provided from the new building to East Market Street in or adjacent to the College Road right-of-way.

**Motion to Deny:** *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application #SUP-20-06 for the following stated reason:*

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**Record of Decision:**

**Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-20-06 is hereby:**

\_\_\_\_\_ **approved upon acceptance and conformity with the following conditions:**

1. That the Alternate #1 parking be installed if it is determined that additional parking is needed by the Smithfield Planning Director.
2. That a public sidewalk be provided from the new building to East Market Street in or adjacent to the College Road right-of-way.

\_\_\_\_\_ **denied for the noted reasons.**

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**Decision made this 7th day of July, 2020 while in regular session.**

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

**ATTEST:**

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



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

**SPECIAL USE PERMIT APPLICATION**

*Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.*

*Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, an Owner's Consent Form (attached) and the application fee.*

**SITE INFORMATION:**

Name of Project: Johnston Community College Engineering Building Acreage of Property: 101.12  
 Parcel ID Number: 169308-87-5887 Tax ID: 15K10199F  
 Deed Book: 756 Deed Page(s): 167  
 Address: 245 College Rd, Smithfield, NC 27577  
 Location: The proposed Engineering Building is sited in the vacant wooded area adjacent to the intersection of College Road and Jaguar Drive.  
 Existing Use: Community College Proposed Use: Community College  
 Existing Zoning District: O&I  
 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: SPR-20-06 Date Submitted: 6/3/20 Date Received: 6/30/20 Amount Paid: \_\_\_\_\_



## REQUIRED FINDING OF FACT

*Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:*

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.  
The building will be located on existing College property, in an area identified for construction in the Campus Master Plan.  
Improvements to pedestrian sidewalks, lighting, parking lot access and landscaping will make it safer and easier to navigate through the campus, designed in compliance with local regulations.
- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.  
The Engineering Building will serve current students on campus. The development will mirror improvements made to the recently renovated Student Success Center building on campus.
- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.  
The building is surrounded by campus property on all sides and is in line with recommendations made in the Campus Master Plan.
- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.  
Sanitary sewer from the building connects to existing sewer line across College Road. A new water main has been extended along Jaguar Drive. The main parking lot access drive has been extended to connect to Jaguar Drive and serves as access to the proposed Parking lot. Drainage areas will be directed to flow to inlets and run-off will be piped to an existing stormwater management basin.
- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.  
As the main parking lot access drive extended to connect to Jaguar Drive, traffic striping and signage will mitigate any impact to current traffic patterns entering and leaving the campus.
- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.  
The entire development will be consistent with the regulations of the O&I zoning district.
- 7) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.  
As the College is a public development, all access will adhere to the Town of Smithfield requirements.
- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.  
The Engineering Building will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

## REQUIRED SITE PLAN INFORMATION

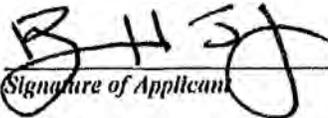
*Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:*

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

**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 Special Use Permit. 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.*

**Brian Starkey**  
\_\_\_\_\_  
*Print Name*

  
\_\_\_\_\_  
*Signature of Applicant*

**5.30.20**  
05/21/20  
\_\_\_\_\_  
*Date*

**OWNER'S CONSENT FORM**

Name of Project: JCC ENGINEERING <sup>ALDG</sup> Submittal Date: \_\_\_\_\_

**OWNERS AUTHORIZATION**

I hereby give CONSENT to BRIAN STARKEY TIMMONS GROUP (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.

*Herman Kieft*  
Signature of Owner

HERMAN KIEFT  
Print Name

6-1-20  
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.

*B Starkey*  
Signature of Owner/Applicant

BRIAN STARKEY  
Print Name

5.30.20  
Date

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date submitted: \_\_\_\_\_ Date received: \_\_\_\_\_



5410 Trinity Road  
Suite 102  
Raleigh, NC 27607

P 919.866.4951  
F 919.859.5663  
[www.timmons.com](http://www.timmons.com)

April 7, 2020

Town of Smithfield  
P.O. Box 761,  
Smithfield, NC 27577

Attention: Mr. Stephen Wensman AICP, RLA  
Planning Director  
Town of Smithfield

Project: Johnston Community College Engineering Building

Subject: Parking Requirements

Dear Stephen,

As we are preparing to submit plans to the Town of Smithfield we want to reaffirm our understanding of the direction we received during our meeting on March 9, 2020 regarding required parking.

Based on that meeting, it is our understanding that the construction of additional parking would not be required for the new engineering building provided that an analysis of the existing parking demonstrated compliance with the intent of the ordinance and that a formal application to the Board of Adjustment was deemed unnecessary.

In response to the town's request, we conducted an analysis of existing parking requirements for the buildings adjacent to the front lot including the Student Success Center, Wilson, Elsee and the proposed Engineering building.

The existing front parking area contains 846 spaces. Per UDO Section 10.3, 966 total parking spaces are required to meet the minimum parking requirements for all four buildings. This includes 330 spaces required for the Student Success Center auditorium. The auditorium is used by both JCC and the community at large. It is used primarily for large events like graduation and other campus-wide events as well as community events like dance recitals and plays. These events occur mostly during weekends and after regular school hours. Accounting for the timing of the auditorium's use, the removal of these 330 spaces from the parking calculations reduces the requirement to 636 spaces, 210 spaces less than the existing parking lot.

While an additional 90 space parking area will be included in the plans we submit, it will be bid as an alternate and might not be feasible within project construction budget. It was also agreed that the College would not be required to construct or increase the size of the proposed alternate lot to meet the minimum parking requirements, until future demand increases.

Based on our meeting, and the information above it is our position that the existing front parking lot adjacent to College Rd provides enough parking to accommodate the proposed Engineering Building without the construction of additional parking.

Please advise us if our approach is acceptable regarding parking compliance and that there is no need to appear before the Board of Adjustment.

Sincerely,

Michael Alderman  
Project Designer





# 200 Block of College Road

**Project Name:**  
JCC Engineering Building

**Location:**  
College Road

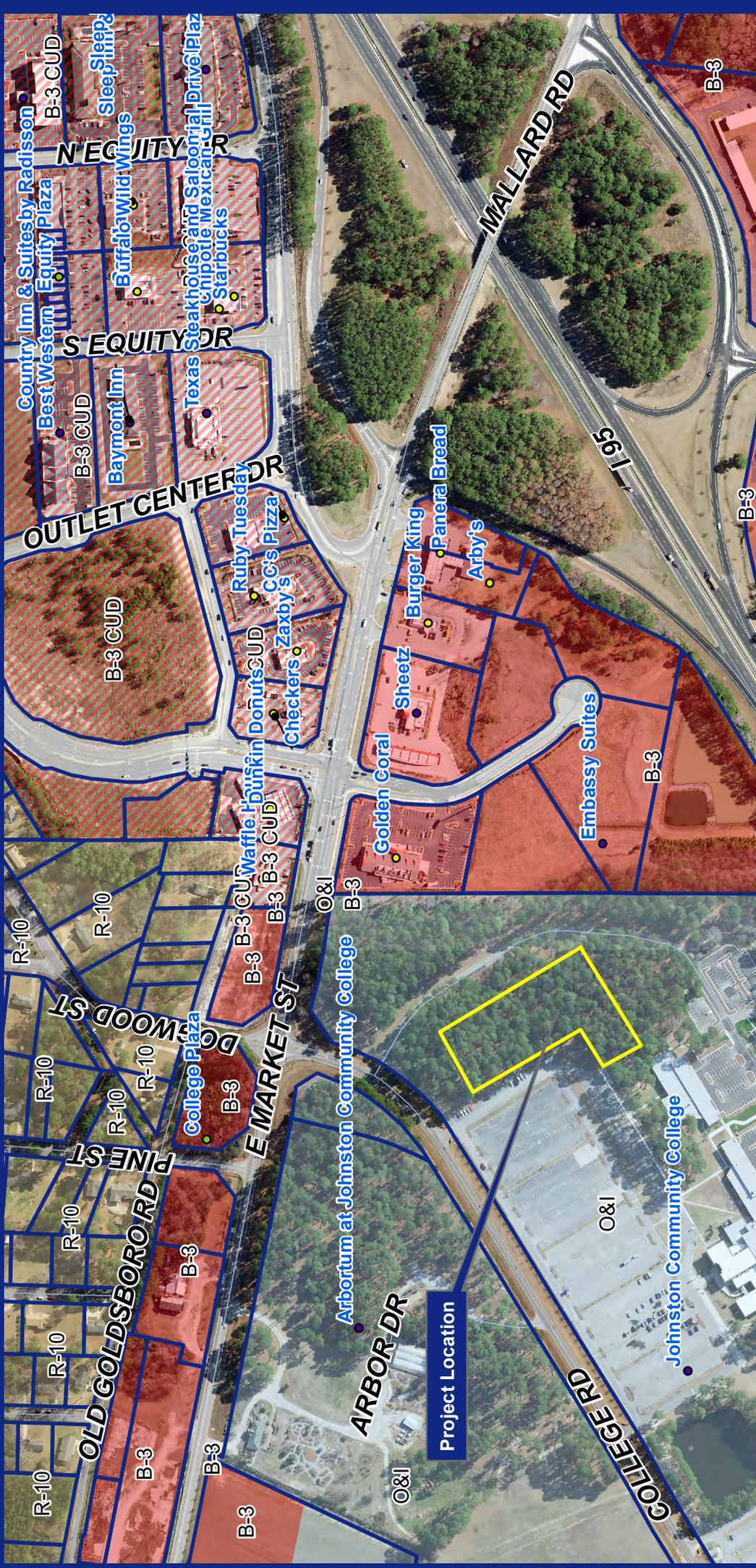
**File Number:**  
SUP-20-06

**Existing Zoning:**  
O/I (Office / Institutional)

**Request:**  
Community College Facility

**Property Owner:**  
Johnston Community College

**Tax ID# 15K10199F**



1 in = 400 ft

Adjacent Property Owners of  
SUP-20-06

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15L11001G	260305-08-4774	SMITHFIELD HOTEL INVESTORS LLC	157 E FRANKLIN ST STE 8	CHAPEL HILL	NC	27514-3562
15K10023	169308-99-9757	KUANG, ZHIJIAN	17 WOOD STORK CT	CLAYTON	NC	27520-4178
15L11001F	260305-08-3958	MOTAPARTHY PROPERTIES LLC	105 CASHWELL DR	GOLDSBORO	NC	27534-0000
15L11001J	260305-08-5414	MOTAPARTHY PROPERTIES LLC	105 CASHWELL DR	GOLDSBORO	NC	27534-0000
15L11001E	260305-09-3312	CORRAL OF SMITHFIELD, LLC	2585 SHERIFF JOHNSON RD	LILLINGTON	NC	27546-8170
15K10025	169307-78-2357	TOWN OF SMITHFIELD	PO BOX 761	SMITHFIELD	NC	27577-0000
15L11005N	169308-89-4088	TRUSTEE	P O BOX 2350	SMITHFIELD	NC	27577-0000
15K10199F	169308-87-5887	JOHNSTON COMMUNITY COLLEGE	245 COLLEGE RD	SMITHFIELD	NC	27577-0000



**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, Senior Planner

---

**ADJOINING PROPERTY OWNERS CERTIFICATION**

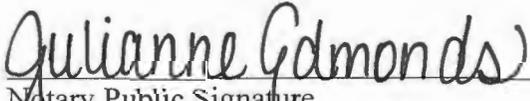
I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-20-06, were notified by First Class Mail on 6-22-20.

  
\_\_\_\_\_  
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

22nd day of June, 2020

  
\_\_\_\_\_  
Notary Public Signature

Julianne Edmonds  
\_\_\_\_\_  
Notary Public Name

My Commission expires on January 15, 2023





**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, Senior Planner

---

## **Notice Of Public Hearings**

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, July 7, 2020 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

**ZA-20-01 Mosquito Squad of Raleigh:** The applicant is requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 6, Table 6.5 Table of Uses and Activities to allow Exterminating Services as a use by right in the Light Industrial (LI) zoning district.

**RZ-20-03 Kiddie College of Canterbury:** The applicant is requesting to rezone one tract of land totaling approximately .454 acres from an R-8 (Residential) to an OI (Office and Institutional) zoning district. The property considered for rezoning is located on the west side of Canterbury Road, approximately 190 feet south its intersection with Berkshire Road and further identified as Johnston County Tax ID# 15004023A.

**SUP-20-05 Smithfield Independent Living:** The applicant is requesting a special use permit to construct and operate a multi-unit assisted housing facility with services on a 4.24 acre tract of land located within a O/I (Office/Institutional) zoning district. The properties considered for approval is located on the east side of Kellie Drive approximately 700 feet north of its intersection with M. Derwood Stephenson Parkway. The properties are further identified as Johnston County Tax ID# 14075022D and 14075022C.

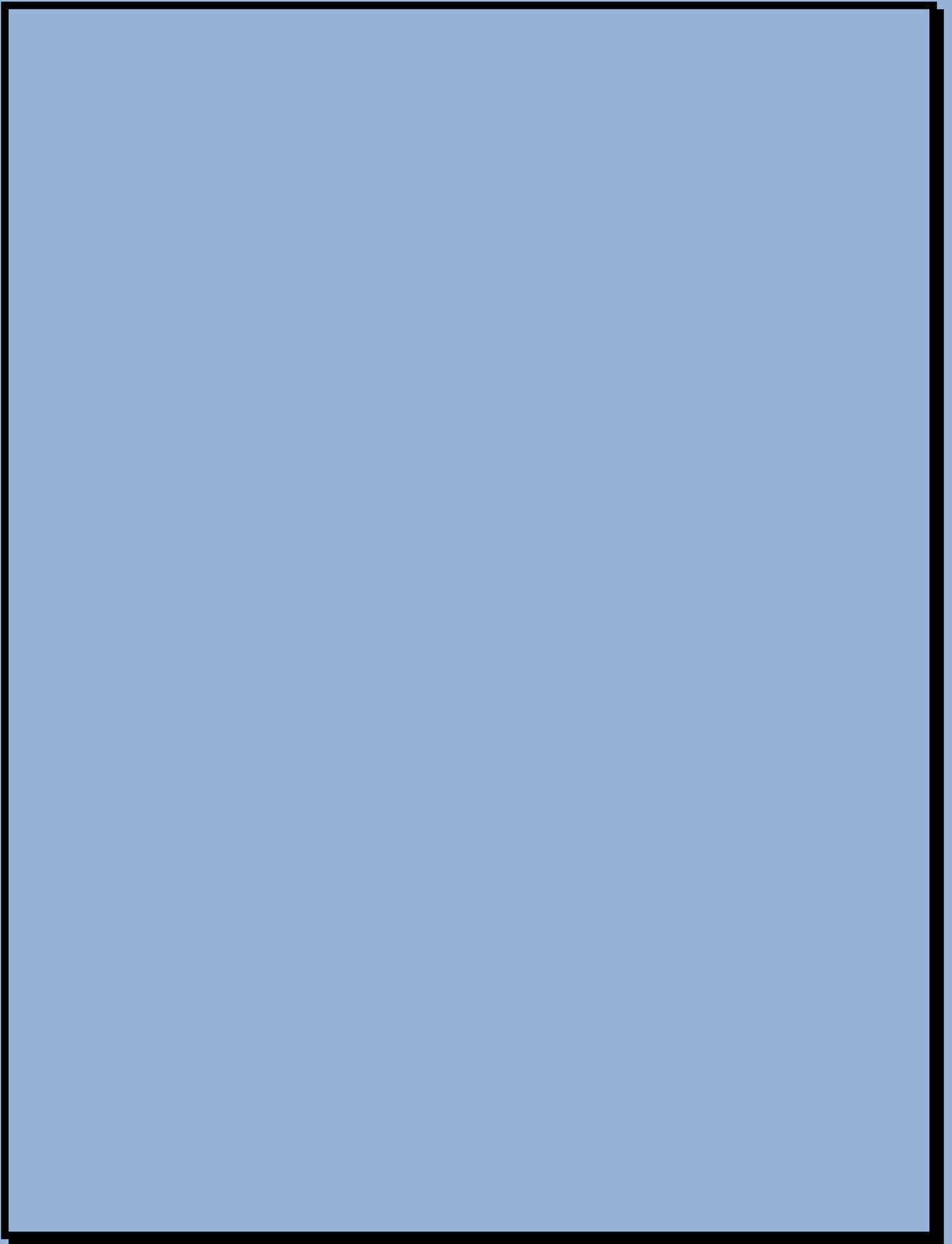
**SUP-20-06 JCC Engineering Building:** The applicant is requesting a special use permit to construct and operate a 46,365 square foot educational facility on the Johnston Community College campus. The property considered for approval is located on the southeast side of College Road approximately 400 feet south of its intersection with East Market Street and further identified as Johnston County Tax ID# 15K10199F.

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

**Run legal “ad” in the Johnstonian News on 6/24/2020 and 7/1/2020**



# Consent Agenda Items



The Smithfield Town Council reconvened its May 6, 2020 meeting on Thursday, May 14, 2020 at 6:30 p.m. in the Fire Station Training Room located at 111 South Fourth Street, Mayor M. Andy Moore presided.

Councilmen Present:

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

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

*(Note: All Town Department Heads were present, but due to Social Distancing and Mass gathering restrictions related to Covid19, they were not present in the meeting room unless an item from their Department was discussed)*

**I. Reconvene: May 6, 2020 Meeting**

Mayor Moore reconvened the meeting at 6:36 pm

**II. Roll call of Councilmembers in Attendance**

Town Clerk Shannan Parrish conducted the roll call of the Council present. All Councilmembers were present.

**III. Comments by Jeff Jennings, Chairman of the Library Board of Trustees**

Chairman Jeff Jennings provided the Council additional information from the Public Library of Johnston County and Smithfield. He explained his intent was to answer any questions proposed at the April 28<sup>th</sup> meeting. Mr. Jennings offered to provide the Council quarterly updates from the Library.

**IV. Approval of the Agenda**

Councilman Scott asked that the following item be added to the agenda

**1. Discussion concerning business owner complaints of the Police Department**

Councilman Wood made a motion, seconded by Councilman Rabil, to add the discussion concerning the Police Department's treatment of business owners to the agenda. Unanimously approved.

**V. Discussion concerning complaints by business owners**

Councilman Scott explained that several business owners contacted him regarding interaction with Police Officers when the Governor's Phase One restrictions were put into place. Some business owners complained officers were unprofessional when explaining the new restrictions.

Town Manager Michael Scott explained when the Governor rescinded the last order and Executive Order 138 went into place on Five o'clock on Friday, it changed the definition of essential business. Several businesses in Town that were on stay orders, so they were operating by an order of the Department of Revenue. Those stay orders were eliminated with the new order. The Police Department notified those business owners that they were no longer able to operate due to the new executive order.

Councilman Scott stated he was informed that a uniformed officer threatened the business owners and patrons. Councilman Scott further stated having uniformed Police Officers badger business owners was not a good practice. He suggested having the Code Enforcement Officer visit with these businesses. The Town Manager responded that code enforcement was a civil process while violating the Governor's Order was a criminal process. The Code Enforcement Officer has no authority to enforce the Governor's Executive Order. Any violation of the

Governor's Executive Order would always go to the district attorney's office first. The district office would inform the officer what they believe should be done and that would be followed.

Councilman Barbour questioned how many charges have been filed by those who violated the Governor's Order. The Town Manager responded no charges have been filed. Councilman Lee stated it was important to remember how to deliver a message appropriately.

Mayor Moore stated the world was in unprecedented times, he stated the law was the law. The Town's officers would enforce the law. The Town has not written any citations, nor do we plan on doing so.

## **VI. Continued Discussions of the FY 2020-2021 Budget**

### **1. Non-Departmental Non- Departmental**

#### **a. Grant Amounts**

The Town Manager explained there were some additional requests for funding, but he agreed with the Mayor stating he had significant concerns about adding anything new into the budget at this time. Due to the COVID-19 pandemic, revenues for the fiscal year are uncertain, especially sales tax revenue. He asked the Council to take a conservative approach. He agreed the Career and Technical Leadership Academy should be funded at a similar level as the other schools in the area. The Triangle East Chamber of Commerce did rescind their funding request of \$4,000. Those funds could be used to assist with the other nonprofit requests.

Councilman Lee suggested the Council provided extra funding for West Smithfield Elementary School this year. He stated the school does not have a PTA; therefore, the school cannot generate funds like the other schools.

Councilman Rabil suggested the Council consider increasing the funding for all schools. Due to COVID-19 all schools have been negatively impacted.

Mayor Moore stated the Public Works Department recommended purchasing new Christmas decorations at a cost of \$10,000. It was determined that replacing the decorations did not have to be purchased next year. The Mayor suggested some of the Christmas decoration funds could be used for some of the nonprofit requests.

Councilman Scott questioned if all the other nonprofit organizations would remain status quo. The Mayor stated that was correct. The Bright Spot Ministries and the Reach Mentoring Ministry would not be funded this year.

Councilman Wood made a motion, seconded by Councilman Barbour, to provide \$3,500 in funding to the Smithfield Rescue Mission, \$1,000 in funding to the Career and Technical Leadership Academy and \$2,000 in funding to the West Smithfield Elementary School. Councilman Wood, Councilman Barbour, Mayor Pro-Tem Dunn, Councilman Lee, Councilman Stevens, Councilman Scott voted in favor of the motion. Councilman Rabil voted against the motion. Motion passed 6 to 1.

### **2. Public Works**

Town Manager Michael Scott informed the Council it was not his recommendation to fund the following three items for the Public Works Department.

#### **a. Additional Mechanic position in the Garage**

Town Manager Michael Scott informed the Council after performing an analysis of expenditures for service work in the police department, Fire Department and the Planning department, it would not be cost effective to move forward with that hiring a mechanic at \$48,000. Also, the Town uses local businesses for maintenance and repair of vehicles. Hiring someone full-time would negatively impact those businesses. The Town Manager felt this may not be the best time to stop patronizing some of our local businesses. He recommended allowing staff to continue to service the vehicles the way they're currently being serviced.

Councilman Wood questioned if there was a back-up plan in place should the garage mechanic not be able to work. Public Works Director Lenny Branch responded there were several other employees that could fill in for the mechanic, but on emergency repairs only since that was not their primary job

**b. Pressure Washer for the Garage**

Town Manager Michael Scott informed the Council the proposed pressure washer for the garage was a \$10,000 expenditure that he felt was not needed at this time.

**c. Additional funds for street resurfacing**

Town Manager Michael Scott stated any additional funds for street resurfacing would come out of fund balance. He recommended revisiting this in the spring of 2021 when the normal street resurfacing project begins.

**3. General Government**

**a. Text My Gov Software**

Town Manager Michael Scott informed the Council that while I thought software would benefit the citizens, this year may not be the time to purchase and implement it. He felt it was something the Council could consider in the future.

**4. Police**

**a. Salary Schedule**

Police Chief R. Keith Powell addressed the Council on a proposed amendment to the salary schedule for the Police Department. He explained in today's environment it was difficult to recruit new officers. It also makes it more difficult to retain officers with experience due to them being able to go to other surrounding agencies for more money and better benefits with less duties and responsibilities. While Chief Powell felt all town employees deserved higher salaries, not all job performances were as dangerous or demanding as the role of a police officer. The police department carries the highest liability than any of the other departments in the town. Police Officers have the power to take a person's freedom and in extreme cases take someone's life. In the past few years, the department has lost numerous officers with at least 8 yrs. or more experience. Ten officers left to work for Knightdale Police Department which took approximately 76 years of experience to another agency. Two of them were supervisors that took patrol officers positions with less work and responsibilities for more money and better benefits. Chief Powell stated he reviewed the records and the last time the department was fully staffed was in December of 2017. The department on average has carried two to three vacancies a month since December of 2017. In January of 2018, the department had eight vacancies and in May of 2020 seven vacancies. During this time, we have been able to hire officers but continue to lose officers to other agencies that have gained valuable experience the town has paid for. The department currently has 41 sworn positions, of which 36 are sworn positions that are fully funded by the town. Johnston Community College covers 100% of the two SRO's at the college. The Smithfield Middle and Neuse Charter School provide 66 % of the funding for these two officers. This saves the town a considerable amount of money during the year. The proposed salary schedule would increase the starting salary (\$45,540.00) to be competitive with the Town of Knightdale It would also adjust the other employee salaries accordingly. This draft would affect 22 employees as well as the seven vacancies. This proposal would only affect line level officers and three supervisors that are below the minimum starting salary for their positions. This plan would cost the town approximately \$174,000 to implement. The department's salary line item always has money left due to the shortages. It does not address the additional twelve officers that have been with the agency for a considerable amount of time. These twelve officers have a total of 230 years of experience. This has been an ongoing discussion for years in every budget session. The council decided to conduct a salary study to address this issue during this year's budget. The agency was able to persuade officers to stay and see the outcome of the pay study. Numerous officers left after the pay study because they did not feel it was accurate or fair to officers with seniority. The town lost valuable years of experience after the pay study was completed. These senior officers left to go to other agencies for more money, better benefits, and less work.

Councilman Scott questioned if the 12 senior officers would receive any increase. Chief Powell responded these employees were already above the minimum salary therefore they would not receive any increase.

Councilman Scott further questioned how the town could fund the salary schedule increases. Town Manager Michael Scott recommend not funding the proposed increases until January since revenue streams were so uncertain currently.

Councilman Wood questioned the reason why officers decided to find employment at other agencies. Chief Powell responded it was due to salaries. Councilman Wood stated that while he understood, he realized Smithfield cannot compete with larger municipalities.

Councilman Barbour questioned if the Council could at least do fund some of the increases. Town Manager Michael Scott responded this issue was not about money, it was about recruitment and retention. He explained if the town wanted to hire more police officers and retain them, they needed to be paid. Paying them halfway is a waste of money because it is not going to achieve the ultimate goal. He believed by raising the pay scale, we can retain people, and then we can recruit people And we've had these conversations about recruiting people who look like our community and we can't do that with what we have. It was the Town Manager's opinion that we cannot make recruitment happen without paying the officers. He further suggested waiting until January to fund half of the increases and freeze two positions.

Councilman Lee stated he felt the officers needed to see a good faith effort on the part of the Town Council. That would be achieved by approving the salary schedule.

Mayor Pro-Tem Dunn questioned if the Police Department staffing level was the same as it was five years ago. Town Manager Michael Scott responded the Police Department lost several positions in 2010 that have not been added back to the department.

Councilman Scott questioned if there was an additional \$194,000 in this year Police Department salary line because they have not been fully staffed. The Town Manager responded it was approximately that amount.

Mayor Pro-Tem Dunn stated while this fiscal year's funds could be used to fund the increases for next fiscal year, he was concerned because salaries were reoccurring costs. He further stated he was concerned about the ability to fund the increases in the future.

Mayor Moore stated he too was concerned because of the economic uncertainty of the time. He was unsure if the town was comparing itself to other places that were larger and had more revenue. He stated the Council has allowed officers to have tattoos, facial hair, relaxed uniforms, and take-home cars all to recruit and retain officers and none of those things have helped with officer retention. He cautioned the Council to know the total cost of this proposed salary schedule amendment before they decided.

Councilman Scott made a motion, seconded by Councilman Rabil, to implement the proposed salary schedule for the Police Department effective July 1<sup>st</sup> and to direct the Town Manager to use funds from the current fiscal year to fund the salary increases for the Police Department in FY 2020-2021. Councilman Scott, Councilman Rabil, Councilman Lee, Councilman Stevens, Councilman Barbour, and Councilman Wood voted in favor of the motion. Councilman Dunn voted against the motion. Motion passed 6 to 1.

## **Adjourn**

Councilman Stevens made a motion, seconded by Councilman Wood, to adjourn the meeting. The meeting adjourned at approximately 8:56 pm.

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

ATTEST:

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

DRAFT

The Smithfield Town Council met in regular session on Tuesday, May 18, 2020 at 7:00 p.m. in the Fire Station Training Room located at 111 South Fourth Street, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

David Stevens, District 2

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

*(Note: All Town Department Heads were present, but due to Social Distancing and Mass gathering restrictions related to Covid19, they were not present in the meeting room unless an item from their Department was discussed)*

**CALL TO ORDER**

Mayor Moore called the meeting to order at 7:03 pm.

**Roll call of Councilmembers in Attendance**

Town Clerk Shannan Parrish conducted the roll call of the Council present. All Councilmembers were present except for Councilman Stevens.

**INVOCATION**

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

**APPROVAL OF AGENDA:**

Councilman Barbour made a motion, seconded by Councilman Wood, to approve the agenda with the following amendment:

Move from the Consent Agenda to Business Item #2:

- Item # 2 - Consideration and request for approval to adopt Resolution #658 (07-2020) accepting the Town's annual update to its Local Water Supply Plan (LWSP).

Unanimously approved.

**PRESENTATIONS: None**

**PUBLIC HEARINGS: None**

**CITIZEN'S COMMENTS: None**

**CONSENT AGENDA:**

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

1. The following minutes were approved
  - April 7, 2020 – Regular Meeting
  - April 23, 2020 – Special Session (Budget conference call)
  - April 28, 2020 – Recessed meeting (Budget conference call)
2. Approval was granted to promote an employee from Utility Line Mechanic to Water/ Sewer Crew Leader due to a recent retirement
3. Approval was granted to promoted three Master Police Officers to the rank of Police Sergeant
4. Approval was granted to adopt Resolution #659 (08-2020) awarding the service badge and weapon to retired Police Sergeant Robert Dale Wood

**TOWN OF SMITHFIELD  
RESOLUTION # 659 (08-2020)  
AWARDING THE SERVICE BADGE AND WEAPON  
TO RETIRED POLICE SERGEANT ROBERT DALE WOOD**

BE IT RESOLVED that the Town Council of the Town of Smithfield hereby awards the service weapon, Sig 227, Serial Number 51C000468 and service badge to retired Police Sergeant Robert Dale Wood, at a price of \$1.00.

5. Approval was granted to appoint Rick Herndon and Kay Kennedy to the Downtown Smithfield Development Corporation's Board of Directors.
6. The following Advisory Board Appointments were approved:
  - David Johnson was reappointed to a second term on the Board of Adjustment
  - Jan Branch was reappointed to a fifth term on the Historic Properties Commission
  - Alesia Sanders was appointed to serve a first term on the Public Library of Johnston County and Smithfield Board of Trustees
  - Richard Childrey was reappointed to a second term on the Public Library of Johnston County and Smithfield Board of Trustees.
  - Ashley Spain was reappointed to serve a fourth term on the Planning Board as an ETJ representative.

**7. New Hire Report**

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$14.88/hr. (\$30,950.40/yr.)

**Current Vacancies**

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Assistant Finance Director	Finance	10-10-4200-5100-0200
Facility Maintenance Specialist II	P&R – Recreation	10-60-6200-5100-0200
Part-time Zoning Compliance Assistant	Planning	10-10-4900-5100-0200
Police Officer I (7 positions)	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

**Business Items:**

Councilman Barbour made a motion, seconded by Councilman Rabil, to discuss the item moved from the consent agenda to Business Item 1 and the FY 2020-2021 Budget Discussions to Business Item 2. Unanimously approved.

**1. Consideration and request for approval to adopt Resolution #658 (07-2020) accepting the Town's annual update to its Local Water Supply Plan (LWSP)**

Public Utilities Director Ted Credle addressed the Council on approval to adopt Resolution #658 (07-2020) accepting the Town's annual update to its Local Water Supply Plan (LWSP). Mr. Credle explained the Public Utilities Department must file an annual update to the North Carolina Department of Environmental Quality (NCDEQ) regarding the Town's annual update to its Local Water Supply Plan (LWSP). After the filing is reviewed by the NCDEQ, and clarifications are made, the State accepts the plan as public record. This annual update is finalized only after the local governing body passes a resolution approving the update, in accordance with General Statute 143-555 (I).

Councilman Scott indicated the report stated Johnston County used 2.3 million gallons of water a day. Mr. Credle responded that was correct, but they have a reserve capacity of 3.5 million gallons per day. Currently, the Town is selling Johnston County and average of between 2 and 2.5 million gallons per day.

Councilman Scott questioned the metering of sewer treatment. Mr. Credle responded it is a mathematical equation, where the county gets an overall number, whatever that number is, and they subtract out that which is known to meter the various pump stations around their system. It is a mathematical metering. It is not an actual physical meter.

Councilman Scott further questioned the amount of water meters that have been replaced this year because the report stated 730 meters were replaced in 2019. Mr. Credle responded he was unsure of the exact number, but he estimated it was approximately 100 meters. Councilman Scott asked how many additional water meters needed to be replaced. Mr. Credle responded approximately 4500 still needed to be replaced.

Councilman Barbour questioned how staff determined which meters needed to be replaced at a specific time. Mr. Credle responded meters have been replaced based on the billing books. Currently the Town has 36 billing books, so staff started at book one and has been systematically replacing the meters. Mr. Credle further explained that replacing water meters were more involved than replacing electric meters. Water meters are also being replaced based on water service calls.

Town Manager Michael Scott informed the Council that he and Mr. Credle discussed outsourcing the water meter conversion to the smart meters. Mr. Credle responded staff spoke with several contractors concerning the conversion. Those contractors proposed prices of \$700 to \$800 per meter which would cost approximately \$3.4 million. The goal is to get 700 to 1000 meters converted in the new year.

Councilman Scott stated the Town currently pays a contractor for meter reading services and by converting the meters to smart meters, that would reduce and ultimately eliminate the need for that contract.

Councilman Wood, made a motion, seconded by Councilman Barbour, to adopt Resolution # 658 (07-2020) accepting the Town's annual update to its Local Water Supply Plan (LWSP). Unanimously approved.

**TOWN OF SMITHFIELD  
RESOLUTION #658 (07-2020)  
FOR APPROVING LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Town of Smithfield, has been developed and submitted to the NCDEQ for approval; and

WHEREAS, the NCDEQ finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Smithfield, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield that the Local Water Supply Plan entitled, Town of Smithfield dated 2019, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

## 2. FY 2020-2021 Budget Discussion

### a. Fire

#### a. **\$1,000 to training line for SSS partnership for Fire Academy**

Town Manager Michael Scott asked Councilman Barbour his intent for these funds. Councilman Barbour responded it was his intent for the Town to spend those funds over the course of the year as a partnership for the Johnston County Fire Academy at Smithfield Selma High School. Fire staff would have those funds to assist with the students' needs. Fire Chief John Blanton responded the Smithfield Fire Department does support the program with surplus equipment and other needs. They are committed to assisting this program

Town Manager Michael Scott informed the Council there would be a surplus of funds in the amount of \$14,200. When the budget draft was presented, staff did not have solid renewals numbers for Property and Liability and Worker's Compensation. We now have solid numbers which resulted in the surplus of funds in each of the three funds.

#### b. **Fire Inspector Salary Increase**

Fire Chief John Blanton discussed with the Council the proposed salary increase for the Fire Inspector. He explained the Town was currently paying the Fire Inspector \$22.92 an hour which was below the standard for inspectors. Staff was proposing a tiered system based on the inspector's certification.

Councilman Scott questioned if part-time salaries increased when full-time salaries increased. The Town Manager responded part-time staff do not receive those increases. Councilman Scott stated the Council should consider changing that policy for all part-time staff. The Town Manager stated staff can develop something to bring back to the Council for part-time staff increases.

Councilman Barbour stated all part-time staff should be evaluated every year.

The Town Manager informed the Council that one of the recommendations of the North Carolina League of Municipalities was to have a full-time safety officer. Before Covid19, staff considered using the Fire Inspector to fulfill this roll as well as the Fire Inspector roll as a full-time position. But due to the COVID19 situation, the Town Manager was hesitant to propose any new positions in this budget.

**c. Volunteer Stipend Increases**

Town Manager Michael Scott asked the Council if they wished to talk about the stipends now or wait until the grant was awarded.

Mayor Pro-Tem Dunn questioned when the Town would be notified if they were awarded the grant. Chief Blanton responded he anticipated being notified in October or November.

Councilman Scott stated he felt the Council should wait to see if the Town will be awarded the grant to fund the stipend increases. If the Town is not awarded the grant and revenues are better than projected, this is something the Council can discuss and reevaluate in early 2021.

**b. Parks & Rec, SRAC, SYCC**

**a. Digital Sign for Community Park/ SRAC**

Parks and Recreation Director Gary Johnson informed the Council that the average cost of the digital sign would be approximately \$23,000 to \$26,000.

Councilman Wood stated that while he believed this was a needed item, he felt it might be best to wait until next fiscal year (2021-2022) to budget for this project.

**b. Opening SYCC 5 days a week year around**

Parks and Recreation Director Gary Johnson informed the Council that staff has proposed three options for opening the Sarah Yard Community Center. One option would be to open the center Monday through Friday from 3:30pm until 6:30pm and one Saturday per month for the STEM program and two mornings a month for the seniors that would cost \$15,820 per year. If the center was opened Monday through Friday 9:30am until 6:30pm that would cost about \$26,500 a year.

Councilman Lee questioned if the paving of the parking lot and exterior painting of the building had to be completed this year. Town Manager Michael Scott stated this was the only Town facility that did not have a paved parking lot and he would like to see that completed. Not only for the aesthetics of the area, but for the safety of the elderly patrons. The Town Manager further stated that based on the savings from the insurance premiums, the Town could fund the capital projects and increase the Center's hours of operation.

Councilman Scott stated in the future there should be a director for that facility.

Councilman Barbour suggested speed bumps be installed in the area for the safety of the children in the neighborhood. It was the consensus of the Council to install two speed bumps near the community center.

It was the consensus of the Council to open the Sarah Yard Community Center Monday through Friday from 3:30pm until 6:30pm and one Saturday per month for the STEM program and two mornings a month for the seniors that would cost. Also included in this, was a salary increase of \$1.00 an hour for the part-time staff.

**• Electric Fund**

**a. Pay as you go option and due date selection**

Finance Director Greg Siler informed the Council that he had invested the option of allowing customers to choose their own due date. Mr. Siler explained the Town currently has two due dates (the 5<sup>th</sup> of the month and the 20<sup>th</sup> of the month). Customers does not have a choice because the due date was determined by your location. Mr. Siler explained it would not be possible to allow customers to choose their due date. Councilman Scott suggested allowing a ten-day grace period before the penalty is applied to the utility account.

Councilman Scott questioned if prepaid meters would be a viable option for customers. Mr. Siler responded prepaid meters would benefit the Town more than it would the customer. Mr. Siler explained that staff makes every effort to work with utility customers for utility deposits and payments.

- **Water/ Sewer Fund**

- a. **Water Plant Expansion**

- Town Manager Michael Scott asked that this discussion be held at a later date. Staff has had some discussion with the County concerning adjusting contracts so that we can have surety they are going to purchase the water.

- b. **Meter Reading Contract**

- Councilman Scott questioned if the Town should renegotiate its contract with Grid One since all the residential electric meters have been converted to the smart meters and some water meters have been converted. The Town Manager responded the only way to renegotiate the contract is to bid it out. The Town Manager further responded he has already instructed the Public Utilities Director to prepare a Request for Proposal for meter reading services.

- **Employee Benefits and Salary Adjustments**

The Town Manager explained there was a 2.5% salary adjustment line in each of the three funds for salary adjustments for employees. \$162,000 was budgeted in the General Fund and \$32,000 was budgeted in the Electric and Water/ Sewer Funds. The Town Manager further explained that had the Town not been impacted by COVID19, he would have proposed a 2.5% increase in July and an up to 3% merit increase in January. With revenue projections being uncertain, he was not comfortable proposing the additional merit increase. Also, he informed the Council that he would be more comfortable implementing any salary increase in September instead of July.

Councilman Scott suggested reinstating the longevity program for employees. The Town Manager stated when he created the traditional budget proposal the 3% merit could have also been used to reinstate the longevity program. Councilman Barbour stated not every employee would be eligible to receive a longevity payment. It was intended to reward employees who remained with the Town.

Councilman Barbour questioned if the Town Manager was included in the salary adjustment. The Town Manager responded, funds for an increase for him were included in the budget, but he does not receive the increase automatically like other full-time employees. It would be at the discretion of the Town Council to vote to increase his salary.

### **Insurance**

Human Resources Director Tim Kerigan informed the Council that status quo health insurance premiums increased 6%. The Employee Benefits Committee discussed how the Town could improve its benefits package. He investigated an enhanced benefit plan which would reduce the cost of doctor visit co-pays, specialist visit co-pays, deductibles, and prescription drug co-pays. The enhanced benefits package would cost the Town an additional \$138,400 as opposed to \$54,000 for the current package. The enhanced plan was included in the draft budget.

- **Fee Schedule**

Town Manager Michael Scott informed the Council that most of the fee schedule changes were in Parks and Recreation and water and sewer rates. He stated the goal with water and sewer rates was to generate enough to stay as close to the cost of service as possible.

Councilman Scott made a motion, seconded by Councilman Wood, to adopt the FY 2020-2021 Fee Schedule. Unanimously approved.

*{Attached hereto by reference is the FY 2020-2021 Fee Schedule which is on file in the Office of the Town Clerk}*

Councilman Scott asked for an update on the Water Plant Expansion. Town Manager Michael Scott responded staff is still waiting on one permit to be approved. Once that is approved, the Town will have to go to the LGC for loan approval. Once the loan is approved, the Town would have to solicit Request for Proposals from qualified contractors. Council would have to approve the contractor before anything is built. Councilman Scott stated a lot of citizens were still concerned about the water plant expansion project.

**Councilmembers Comments: none**

**Town Manager's Report:**

The Town Manager's Report was provided to the Council in written form.

**Adjourn**

Being no further business, Mayor Pro-Tem Dunn made a motion, seconded by Councilman Rabil, to adjourn the meeting. The meeting adjourned at approximately 9:57pm

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

ATTEST:

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



# Request for Town Council Action

Consent  
Agenda  
Item: Application  
for  
Temporary  
Use Permit  
Date: **07/07/2020**

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

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## Issue Statement

The Council is asked to allow the Downtown Smithfield Development Corporation (DSDC) to hold a Food Truck Rodeo.

## Financial Impact

## Action Needed

To approve the Temporary Use Permit Application

## Recommendation

Staff recommends approval of this 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

---

The Downtown Smithfield Development Corporation (DSDC) would like to have a Food Truck Rodeo on Sunday, July 26, 2020. This event will bring approximately 12-15 food trucks to the 100 block of S. Third Street along with local breweries and wineries. More than 100 people are expected to attend. The event hours would be 12:30 pm to 4:30 pm and amplified sound will be used. Smithfield Police Department will provide security and Public Works will provide the 12 requested trash cans. Approval will be consistent with any executive order in place at the time of the 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 DSDC 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) \_\_\_\_\_

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

<u>Downtown Smithfield Food Truck Rucked</u> Name of Event	<u>100 block of S. Third St.</u> Location of Event (exact street address)
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Applicant name Sarah Edwards, DSDC E-mail address sarah@downtownsmithfield.com

Address 200 S. Front St, Smithfield NC Zip 27577

Phone number (919) 934-0007 Event date 7/26/2020

Event start time 12:30 pm Event end time 4:30 pm

Event set up time 10am Event cleanup time 6:00 pm

Sound amplification Hours 12:30-4:30 Will food or goods be sold? yes

# Food Trucks if applicable 12-15 - Trucks TBD depending on determination of ability to have event  
**Department of Agriculture Permit, and/or ABC Permit, if applicable**

Security agency name & phone, if applicable: off duty Smithfield PD

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

If any Town streets require closure, please list all street names. 100 block of S. Third St.

Are event trash cans needed?  How many? 12

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.

Sarah Edwards Applicant's Name (print)      [Signature] Signature      5/22/2020 Date

Planning Director: [Signature] Date: 5/27/20

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





# Request for Town Council Action

Consent Agenda Item: Date:	Rate of Pay Amendment  07/07/2020
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Subject: Rate of Pay Amendment - Electric Line Crew Leader

Department: Public Utilities

Presented by: Ted Credle / Tim Kerigan

Presentation: Consent Agenda

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## Issue Statement

Obtain Council approval to amend the rate of pay for one of Public Utilities' Electric Line Crew Leaders.

## Financial Impact

Rate of pay change will result in a base annual increase of \$4,201.60 and has been accounted for in the adopted FY 2020-2021 budget. Effective date would be July 06, 2020.

## Action Needed

Approval to proceed with the requested rate of pay adjustment.

## Recommendation

Staff recommends the approval rate of pay adjustment.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report



# Staff Report

Consent  
Agenda  
Item: Rate of Pay  
Amendment

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Staff is seeking Council approval to amend the rate of pay for one of Public Utilities' Electric Line Crew Leaders.

The employee was omitted from the changes that were implemented in July 2019 following our latest Pay and Class Study. At that time, he had planned to retire, but subsequently decided to stay. Because of this, he did not receive the rate of pay adjustment at that time.

This amendment would restore him to the rate of pay he would have received had he never contemplated retirement. There will be NO back-pay associated with this request.

This employee has been a tremendous asset to the Town, having been employed for over 20 years.



# Request for Town Council Action

Consent Year End  
Agenda Budget  
Item: Amendments  
Date: 07/07/2020

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Subject: Additional Year-End Budget Amendments  
Department: Finance  
Presented by: Greg Siler – Finance Director  
Presentation: Consent Item

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Issue Statement – The Finance Department is seeking approval for additional 2020 fiscal year-end budget amendments.

Financial Impact – None, Use of Contingency Funds or Other Revenue Not in Original Budget

Action Needed – Board approval

Recommendation – Approve Amendments

Approved:  Town Manager  Town Attorney

Attachments:

1. Staff Report
2. Year-End Budget Amendments for 2019-2020



# Staff Report

Consent    Year End  
Agenda    Budget  
Item:      Amendments

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Year-end budget amendments are often required at year end to fund new accounts, adjust existing accounts and/or balance departmental budgets.

All budget increases could be accomplished using unbudgeted revenues or contingency dollars.

**BUDGET AMMENDMENTS**  
**June 30, 2020**

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b>1. Expenditures</b>			
10-30-5650-5300-3300 Garage - Suplies	\$ 11,300	\$ 5,000	\$ 16,300
10-30-5600-5300-2900 Streets - Professional Fees/Dues	850	7,000	7,850
10-40-5800-5300-4500 Sanitation - Landfill Fees	245,500	10,000	255,500
10-00-9990-5300-0000 General Fund Contingency	191,538	(22,000)	169,538
	<u>\$ 449,188</u>	<u>\$ -</u>	<u>\$ 449,188</u>

To balance departments at year end

**WATER/SEWER FUND**

<b>2. Expenditures</b>			
30-71-7200-5127-0700 Water Plant - Retirement	\$ 44,040	\$ 5,000	\$ 49,040
30-71-7200-5300-3300 Water Plant - Supplies	597,941	10,000	607,941
30-71-7240-5400-9503 D/S 2015 Equipment Loan	42,441	150	42,591
30-00-9990-5300-0000 Water/Sewer Contingency	218,060	(15,150)	202,910
	<u>\$ 902,482</u>	<u>\$ -</u>	<u>\$ 902,482</u>

To balance departments at year end

**ELECTRIC FUND**

<b>3. Expenditures</b>			
31-72-7230-5400-9501 Debt Serv. - 2015 Equipment Loan	\$ 8,693	\$ 50	\$ 8,743
31-00-9990-5300-0000 Contingency	185,481	(50)	185,431
	<u>\$ 194,174</u>	<u>\$ -</u>	<u>\$ 194,174</u>

To balance departments at year end

**FIREMEN RELIEF FUND**

<b>4. Revenue</b>			
50-20-3300-3310-0000 Firemen Relief - Reimbursements	\$ -	\$ 12,703	\$ 12,703
50-20-3900-3900-0000 Fund Balance Appropriations	\$ 12,703	\$ (12,703)	\$ -

To correct revenue source

Approved by the Smithfield Town Council this the \_\_\_\_\_ day of July, 2020

\_\_\_\_\_  
M. Andy Moore

ATTEST:

\_\_\_\_\_  
Shannan Parrish, Town Clerk





# Request for Town Council Action

Consent  
Agenda  
Item:  
Date: 07/07/2020

Budget  
Amendment

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Subject: Correct System Entry of Original FY21 Budget  
Department: Finance  
Presented by: Greg Siler – Finance Director  
Presentation: **Consent Agenda**

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Issue Statement – New fire truck purchase assigned to wrong account number while inputting budget into system.

Financial Impact – None. Correcting Expense Line

Action Needed – Approve as presented

Recommendation – Approve Amendment

Approved:  Town Manager  Town Attorney

Attachments:

1. Staff Report
2. Budget Amendment



# Staff Report

Consent  
Agenda  
Item:

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When inputting the FY 2020-2021 into the accounting software, the purchase of the new fire truck was inputted into the wrong account number. A budget amendment is required to correct this error.

**BUDGET AMMENDMENTS**  
**July 1, 2020**

<u>GENERAL FUND CAPITAL PROJECT FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
<b>1. Expenditures</b>			
46-20-5300-5700-7404 Fire Engine #1 Replacement	\$ -	\$ 560,500	\$ 560,500
46-20-5800-5700-7404 Hook Lift Truck	<u>560,500</u>	<u>(560,500)</u>	<u>-</u>
	<u>\$ 560,500</u>	<u>\$ -</u>	<u>\$ 560,500</u>

To correct budget system entry error for Fire Engine #1 Replacement

Approved by the Smithfield Town Council this the \_\_\_\_\_ day of July, 2020

\_\_\_\_\_  
M. Andy Moore

ATTEST:

\_\_\_\_\_  
Shannan Parrish, Town Clerk





# Request for Town Council Action

Consent	20/21
Agenda	Maintenance
Item:	Agreement
Date:	<b>07/07/2020</b>

Subject: FY 20/21 Grounds Agreement for DOT Right of Ways, I-95 Exits, Water Plant and Parks

Department: Public Works Department

Presented by: Lenny Branch, Public Works Director

Presentation: Consent Agenda

## Issue Statement

The Public Works Department is requesting to enter an Agreement **with** Lane Lawn Care for the FY 2020-2021, this agreement is renewable for two years on an annual basis.

## Financial Impact

Approved Budgeted amount for FY 2020- 2021: \$69,000.00.

Amount of contract Bid: \$69,000.00

## Action Needed

A motion to approve the agreement with Lane Lawn Care for maintenance services on DOT Right of Ways, I-95 exits, Water Plant and Parks in attached agreement and authorize the Town Manager to execute the agreement on behalf of the Town.

## Recommendation

Staff recommends awarding the FY 20-21 Grounds Maintenance Service to the lowest bidder Lane Lawn Care in the amount of \$69,000.00.

Approved:  Town Manager  Town Attorney

Attached:

1. Staff Report
2. **Request For Proposals**
3. Agreement
4. Bid Tabulation



# Staff Report

Consent  
Agenda  
Item: 20/21  
Grounds  
Maint.

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This agreement is renewable for 2 years on an annual basis. The contract consists of cutting DOT Right of Way areas, Water Plant, I-95 Exits and Town Parks. Ten (10) Bid packets were sent out to area contractors. We received proposal from two (2) companies as follows:

- |                        |              |
|------------------------|--------------|
| 1. Lane Lawn Care      | \$69,000.00  |
| 2. Chem Pro of JC Inc. | \$151,200.00 |

Funds for all the above services were budgeted in the FY 2020-2021 Adopted budget.



TOWN OF SMITHFIELD  
REQUEST FOR PROPOSAL  
FOR  
FY 2020/2021  
GROUNDS MAINTENANCE SERVICE

Bid Opening: Feb. 13, 2020, at 2:00 pm

by

Connie Lassiter, Purchasing Agent

Lenny Branch, Public Works Director

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL TERMS AND CONDITIONS**

Sealed bids will be received by the Town of Smithfield, North Carolina (herein called the “**OWNER**”). Bids must be returned in a sealed envelope marked “Proposal: Grounds Maintenance and Landscaping” and must be delivered or mailed to Town of Smithfield, ATTN: Lenny Branch, 231 Hospital Road, PO Box 761, Smithfield, North Carolina no later than 2:00 PM on Thursday, February 13, 2020. Bids received after this date and time will not be considered for any reason.

The Town reserves the right to reject any and all bids and to waive informalities if the contractor(s) fails to meet all terms and conditions of the contract award.

The contractor is responsible for all errors, omissions, and deviations from the contract requirements.

All bids must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

BIDDERS must satisfy themselves of the Scope of Work requested by the OWNER, the Town of Smithfield, by careful examination of the site and thorough review of the Scope of Work. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the Scope of Work to be provided.

All bids must be firm and not subject to any increases. (Unless approved by appropriate personnel).

The Town reserves the right to hold bids open for a period of thirty days after bid opening before making awards.

In accordance with State Law GS 143-129, the award will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the proposal for the performance of the contract.

Bid tabulations will be provided upon request. All bidders are welcome to attend the bid opening.

Please direct all technical questions regarding this bid to Lenny Branch, Public Works Director, at 919-934-2580.

**Each BIDDER shall submit a Grand Total Price for providing all services outlined in the Scope of Work. Each BIDDER shall also submit unit prices for each Item outlined in the Scope of Work. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.**

The party to whom the contract is awarded will be required to execute an Agreement within fourteen (14) calendar days from the date when notice of award is delivered or mailed to the BIDDER.

The Town of Smithfield may make such investigations deemed necessary to determine the ability of the BIDDER to perform the Scope of Work and the BIDDER shall furnish to the Town of Smithfield all such information and data for this purpose as the OWNER may request. The Town of Smithfield reserves the right to reject any BID if the evidence submitted by, or investigation of such BIDDER fails to satisfy the OWNER that the BIDDER is properly qualified to carry out obligations of the Agreement and to complete the Scope of Work contemplated herein.

NOTE: It is important that prospective bidders be familiar with all locations at which services are required. For that reason, an **optional walk-through** at all locations has been scheduled for Tues. Feb. 4, 2020, beginning at 11:00 am at the Public Works Facility, located at 231 Hospital Road. If for some reason you will be unable to attend at the noted time, you are advised to call immediately and schedule another time for a walk-through prior to date and time of bid opening. To schedule another time/date for your walk-through, contact Lawrence Davis at (919) 989-6570. Questions concerning the services required will be answered at the time of the Walk-through.

# Town of Smithfield

## Specifications for Grounds Maintenance Operations

### Item # 1

Water Plant, Reservoir, 2 Water Tanks

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than **once every 7 days at the Water Plant and once every 14 days at the two Water Tanks** from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from April 1 to August 15 of the growing season, and not less than once during the dormant season. Prior to pruning operations, the contractor shall meet with the Contract Administrator. Shrubbery shall be fertilized not less than once every year at a rate not less than 10 lbs./1000 square feet utilizing a fertilizer with a ratio rating of 10-10-10.

Mulch shall be applied to all shrub bed areas not less than once in a twelve-month period. Mulch depth shall not exceed five inches at any one time. The mulch material applied shall match the material in place at a given location at the time of the activation of this contract.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. **Note: Law prohibits the use of Herbicides at the Water Plant so manual weeding is required.**

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the interval between each mowing.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs and trees as needed, or as requested by the Contract Administrator.

200LF section of fence line located behind Water Plant shall be cleared free of vines and vegetation bi-annually.

### Item # 2

Right-of-Ways

- 1.) Railroad Underpass, on Hwy 70 Business, between Futrell Way and 301
- 2.) Hwy 70 Business from the Neuse River Bridge to the western Town Limit, all landscape beds including median and sides
- 3.) Traffic Islands at Hwy 301 and Third Street including tree orchard beside BP Station
- 4.) Martin Luther King Jr. Blvd., from Johnston Tech Road and Furlong Drive
- 5.) Market Street, from Hwy 301 to the Neuse River Bridge
- 6.) South side of Brogden Road from Rail Road track to I-95

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 14 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from April 1 through August 15 of the growing season, and not less than once during the dormant season. Prior to

pruning operations, the contractor shall meet with the Contract Administrator. Shrubbery shall be fertilized not less than once each year at a rate not less than 10 lbs/1000 square feet utilizing a fertilizer with a ratio rating of 10-10-10.

Street trees shall be trimmed and trunked as needed to maintain acceptable shape throughout the growing season. Limbs shall be pruned from sidewalk walking areas, traffic, buildings and signs.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator.

Mulch shall be applied to all shrub bed areas and trees not less than once in a twelve-month period. Mulch depth shall not exceed five inches at any one time. The mulch material applied shall match the material in a place at a given location at the time of the activation of this contract.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the intervals between each mowing.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each work day.

Contractor shall provide equipment and manpower to remove and replace shrubs or trees within contracted area.

### **Item #3**

I-95 Exits (Exit 93 and 95)

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 14 days from April 1 through November 1 of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted.

The shrubbery shall be pruned to maintain an acceptable size and shape not less than once from April 1 through August 15 of the growing season, and not less than once during the dormant season. Prior to pruning operations, the contractor shall meet with the Contract Administrator. Shrubbery shall be fertilized not less than once each year at a rate not less than 10 lbs./1000 square feet utilizing a fertilizer with a ratio rating of 10-10-10.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator.

Mulch shall be applied to all shrub bed areas and trees not less than once in a twelve-month period. Mulch depth shall not exceed five inches at any one time. The mulch material applied shall match the material in a place at a given location at the time of the activation of this contract.

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable.

Litter shall be removed at each location as necessary prior to any mowing operation and as necessary during the intervals between each mowing.

#### **Item #4**

Town Parks - Group 1:

**Facilities: Burlington Park, Johnson Park, Buffalo Creek Greenway, Greytown Park, Eva Ennis Municipal Pool Site.**

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 10 days **April 1 through November 1** of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator. (Contract period will be July 1 – June 30)

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. Playground areas must be free of weeds by spraying, pulling weeds, etc.

Litter shall be removed at each location as necessary prior to any mowing operation. In addition, tree limbs, branches, etc. must be removed from area and fence lines must be kept free of debris.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator. Playgrounds must be treated as to remain free of insects, fire ants, etc.

Curb & sidewalks must be edged at every other cutting

#### **Item #5**

Town Parks - Group 2:

**Facilities: Talton Park (except playing field), Smith Collins Park (including playing field), Broadwell Park, Civitan Baseball Park and 2<sup>nd</sup> Street Dog Park (except playing field), Jaycee Kiddie Park to Boat Ramp (including retention pond area), Neuse Amphitheater, Neuse Little Theater & Smithfield Community Park (except playing fields).**

Turfgrass areas shall be maintained (mowed and trimmed) at a height of not more than two inches and shall be cut not less than once every 7 days **April 1 through November 1** of the growing season. If dry weather conditions adequately inhibit the growth of the turf, fewer cuttings shall be permitted, if approved by owner/Contract Administrator. (Contract period will be July 1 – June 30)

Herbicides shall be applied as needed to maintain the shrub beds, around trees, fence lines, curbing, sidewalk and signs in a weed free condition. Manual weeding will also be acceptable. Playground areas must be free of weeds by spraying, pulling weeds, etc.

Litter shall be removed at each location as necessary prior to any mowing operation. In addition, tree limbs, branches, etc. must be removed from area and fence lines must be kept free of debris.

Any and all debris left on sidewalks, parking lots, streets, or other surfaces from maintenance operations shall be removed prior to the end of each workday.

Insecticides shall be applied so as to control insect infestation and minimize damage to shrubs as needed, or as requested by the Contract Administrator. Playgrounds must be treated as to remain free of insects, fire ants, etc.

Curb & sidewalks must be edged at every other cutting

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter (Name of Owner) (An Individual) called "Owner" and \_\_\_\_\_ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence work of \_\_\_\_\_.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.

The CONTRACTOR will maintain and keep current a monthly service report to document all maintenance functions performed by the contractor's personnel. This report will be submitted monthly to the Public Works Department by email. This report will be used to verify completed work and coordinate invoices.

The CONTRACTOR will report any noticed issues or concerns to the Town of Smithfield Public Works Department when performing SERVICES described herein.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_\_\_ calendar days after the date of the NOTICE TO PROCEED or PURCHASE ORDER unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_ per \_\_\_\_\_ or as shown in the schedule provided by the OWNER.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth by the submission of invoices. The Town of Smithfield distributes payments bimonthly. This Agreement shall be binding upon all parties.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in \_\_\_\_\_ each of which shall be deemed an original on the date first above written. (No of copies)

OWNER

: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

(Please type)

TITLE \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_

(Please type)

TITLE \_\_\_\_\_

CONTRACTOR

: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

(Please type)

ADDRESS \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_

(Please type)

TITLE \_\_\_\_\_

**REFERENCE PAGE  
(MUST BE FILLED OUT BY BIDDER)**

Please list at least three (3) current or past clients

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**PLEASE LIST NC DOA, NC PESTICIDE BOARD, PESTICIDE APPLICATOR IDENTIFICATION**

**Name on License** \_\_\_\_\_

**Name of Applicator** \_\_\_\_\_

**License No.** \_\_\_\_\_

**Classification** \_\_\_\_\_

**Certification Code(s)** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

**BID FORM**

**TOWN OF SMITHFIELD  
GROUNDS MAINTENANCE SERVICES**

**FOR THE PURPOSE OF DETERMINING BID PROPOSAL AMOUNTS, THE  
WORK UNDER THE AWARDED CONTRACT WILL BE CONDUCTED IN  
ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.**

**FROM:**

**BIDDER:** \_\_\_\_\_ **SUBMITTED:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**The lump sum amounts and prices listed below include all labor, materials, overhead, profit, insurance, taxes, etc. to cover the work outlined in the scope of work attached.**

**Scope of Services offered by the BIDDER shall be provided for the period from July 1, 2020 through June 30, 2021. The OWNER reserves the right to extend or eliminate service scope by negotiation.**

ITEM # 1: Water Plant	\$ _____
ITEM # 2: Right-of-Ways	\$ _____
ITEM #3: I-95 Exits (Exit 93 & 95)	\$ _____
ITEM #4: Group 1 Parks	\$ _____
ITEM #5: Group 2 Parks	\$ _____
TOTAL BID:	\$ _____

The undersigned, as BIDDER, hereby declares that the only person, or persons, interested in this BID as principal(s) is, or are, named herein; that no other persons have any interest in the BID or in the Agreement to be entered into: that this BID is made without connection with any person, company or parties making a BID; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and that he has satisfied himself as to the work to be performed.

The BIDDER further proposes and agrees, if this BID is accepted, to contract with the OWNER, the Town of Smithfield, in the attached form to contract, to furnish all materials, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the Scope of Services in full and complete satisfaction of the OWNER at the prices listed hereafter.

**Signature of Bidder:** \_\_\_\_\_

**Proposed Subcontractor (s) (if any will be used:**

<b>Name</b>	<b>Address</b>	<b>Type and Extent of Work</b>



TOWN OF SMITHFIELD  
231 Hospital Rd  
PO Box 761  
Smithfield NC 27577  
(919) 934-2596

**FY 2020-2021 Grounds Maintenance**

RFP Opening – Thursday, February 13, 2020, 2:00 p.m.

<b>COMPANY</b>	<b>BID AMOUNT</b>
Lane Lawn Care	\$69,000
Chem Pro of JC Inc	\$151,200





# Request for Town Council Action

Consent  
Agenda  
Item: 20/21  
HVAC  
Service  
Agreement  
Date: 07/07/2020

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Subject: FY 20/21 HVAC Service Agreement  
Department: Public Works Department  
Presented by: Lenny Branch, Public Works Director  
Presentation: Consent Agenda

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## Issue Statement

The Public Works Department is requesting to enter into an Agreement with Heat Transfer Solutions for the FY 2020-2021, this agreement is renewable for two years on an annual basis.

## Financial Impact

Approved Budgeted amount for FY 2020- 2021: \$6,684.48  
Amount of contract Bid: \$6,684.48

## Action Needed

A motion to approve the agreement with Heat Transfer Solutions for HVAC Services in attached agreement and authorize the Town Manager to execute the agreement on behalf of the Town.

## Recommendation

Staff recommends awarding the FY 20-21 HVAC Service to the lowest bidder Heat Transfer Solutions in the amount of \$6,684.48.

Approved:  Town Manager  Town Attorney

## Attached:

1. Staff Report
2. **Request For Proposals**
3. Agreement
4. Bid Tabulation



## Staff Report

Consent 20/21  
Agenda HVAC  
Item:

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This HVAC Service agreement is renewable for 2 years on an annual basis. Our contract consists of nine (9) facilities; Town Hall, Operation Center, Water Plant, Public Works, Fire Station 1, Fire Station 2, Hastings House, Sarah Yard Community Center and Police Department. Bid packets were sent out to area contractors as well as everyone on our bidders list. We received proposal from four (4) companies as follows:

1. Heat Transfer Solutions	\$6,684.48
2. Hines Heating & AC Inc	\$7,152.00
3. Dail Mechanical	\$7,200.00
4. Central Carolina Air Conditioning	\$43,443.00

Funds for all the above services were budgeted in the FY 2020-2021 Adopted budget.



TOWN OF SMITHFIELD

REQUEST FOR PROPOSAL

FOR

AIR CONDITIONING MAINTENANCE  
FOR FY 2020 - 2021

Bid Opening: Feb. 11, 2020 9:00 AM

by

Connie Lassiter, Purchasing Agent

Lenny Branch, Public Works Director

INSTRUCTIONS TO BIDDER  
AND  
GENERAL CONDITIONS

All proposals shall be submitted on the forms provided.

The Town of Smithfield reserves the right to reject any and all bids and to waive informalities.

In accordance with State Law GS 143-129, the award shall be made to the lowest responsible bidder meeting all requirements, qualifications and specifications, taking into consideration quality, performance and time specified in the proposal for delivery of services.

All proposals shall be firm and not subject to increases without the Public Works Director's approval.

Tabulations will be provided upon request. To receive tabulations, vendors must enclose a self-addressed stamped envelope.

Prices quoted in this proposal shall be delivered, FOB Smithfield, North Carolina. North Carolina sales tax shall not be included in the proposal. If a unit price and its extended price are inconsistent, the unit price will be considered to be the price proposed and the extended price will be adjusted accordingly.

No proposal will be considered or accepted unless at its time of filing the same shall be accompanied by a current Certificate of Insurance.

Any deviations from specifications set forth must be clearly indicated in the proposal; otherwise, it will be considered that items offered are in strict compliance with these specifications and the bidder will be held responsible for providing the same.

In submitting a proposal, vendor agrees not to use the results as a part of any commercial promotion or advertising without prior written approval from the Town of Smithfield.

Please direct technical questions to Lenny Branch, Public Works Director, at 919-934-2580.

NOTE: It is important that prospective bidders be familiar with all locations at which services are required. For that reason, an **optional walk-through** at all locations has been scheduled for Fri. Jan. 31, 2020, beginning at 9:00 am in the Public Works Facility, located at 231 Hospital Road. If for some reason you will be unable to attend at the noted time, you are advised to call immediately and schedule another time for a walk-through prior to date and time of bid opening. To schedule another time/date for your walk-through, contact Lawrence Davis at (919) 989-6570. Questions concerning the services required will be answered at the time of the Walk-through.

**PUBLIC WORKS DIVISION  
BID SPECIFICATIONS FOR PREVENTIVE  
MAINTENANCE ON AIR CONDITIONING SYSTEMS**

The air conditioning systems requiring service under this contract are located at the following locations:

1. Water Plant, 515 N 2<sup>nd</sup> Street
2. Garage/Public Works, 231 Hospital Road
3. Operations Center – including window units, 230 Hospital Road
4. Smithfield Fire Department, 111 S. 4<sup>th</sup> Street
5. Smithfield Fire Department Station 2, 1200 W. Market St.
6. Town Hall, 350 E Market Street
7. Smithfield Police Department, 110 S 5<sup>th</sup> Street
8. Sarah Yard Community Center, 909 E. Lee St.
9. Hastings House, 200 S. Front Street

Please provide cost proposals for the following services:

1. Change all A/C filters twelve (12) times per year with regular throw away type air filters. Please provide documentation when filters have been changed.
2. Perform a thorough check inspection of equipment two times per year. Provide written documentation of results.
3. A thorough check and inspection shall include the following:
  - Verify proper function of all operating controls and safety devices.
  - Lubricate motors and bearings when possible.
  - Clean condenser and evaporator coils as needed, but not less than once a year.
  - Check refrigerant pressure levels, both high and low sides.
  - Check all electrical connections for tightness.
  - Check condensate drains, clear when needed.
  - Verify and document proper operation.
4. Report to the Town of Smithfield representative any conditions that shall require correction or repair.
5. Please provide an itemized per building cost and total cost of contract.

The Town of Smithfield reserves the right to reject any and all bids.

To receive consideration, quotes must be mailed or faxed to (919) 934-1522 to Town of Smithfield Public Works, Attention: Lenny Branch, 231 Hospital Road, Box 761, Smithfield North Carolina by **Tues. Feb. 11, 2020, 9:00 AM**. Quotes received after this time and date shall not be considered.



## PROPOSAL

Water Plant	\$ _____	per month
Garage/Public Works	\$ _____	per month
Operations Center	\$ _____	per month
Smithfield Fire Department	\$ _____	per month
Smithfield Fire Department-Station #2	\$ _____	per month
Town Hall	\$ _____	per month
Smithfield Police Department	\$ _____	per month
Sarah Yard Community Center	\$ _____	per month
Hastings House	\$ _____	per month

**TOTAL PRICE \$ \_\_\_\_\_ PER MONTH**

**Price quote above shall be in effect for the complete term of the contract.** Contract shall be in effect for a period of twelve (12) months beginning July 1, 2020. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor and the Public Works Superintendent. This contract may also be cancelled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intend to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal were accepted within \_\_\_\_\_ days from the opening, to furnish the services as described herein at the prices quoted.

The undersigned, having carefully read and considered the terms and conditions of the Bid Document for Air Conditioning Maintenance, does hereby offer such services/materials on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Bid Document at the rates (expressed in words and figures).

SEAL (If corporation)

ADDRESS

\_\_\_\_\_  
BIDDER

## Facility Filter Sizes and Unit Information

### Town Hall

7 gas packaged rooftop units

- 4 ea 20 x 25 x 2 filters
- 6 ea 15 x 20 x 2 filters
- 3 ea 14 x 25 x 2 filters
- 3 ea 16 x 20 x 1 filters

### Police Station

5 gas packaged unit

- Trane ?
- 1 ea 24 x 24 x 1 (?)
- 6 ea 16 x 25 x 2

### Garage/Public works

1 split system

- 2 ea 20 x 25 x 1

### Water Plant

2 split systems

- 4 Windows
- 2 Portables
- 4 ea 20 x 20 x 1
- Electric Heater 1,1, 1

### Operations Center

3 split systems

- 2 ea 24 x 24 x 1
- 1 ea 20 x 30 x 1

### Hastings House

2 split systems

- 1 ea 20 x 20 x 1
- 1 ea 14 x 30 x 1

### Fire Station

5 split heat pumps (not sure filter sizes on new large unit)

- 2 ea 19 7/8 x 21 1/2 x 1
- 4 ea 16 x 25 x 1
- 6 ea 20 x 20 x 1

### Fire Station #2

- (6) 20 x 20 x 1

## Facility Filter Sizes and Unit Information

Sarah Yard Community Center

3 bar units; 3 split heat pumps

- 5 ea 14 x 20 x 1
- 4 ea 20 x 20 x 1
- 4 ea Rudd Gas Furnaces

AGREEMENT

THIS AGREEMENT, made this 7th day of July, 2020, by and between Town of Smithfield, hereinafter  
(Name of Owner) (An Individual)  
called "Owner" and Heat Transfer Solutions doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence work of HVAC Services.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.

The CONTRACTOR will maintain and keep monthly service records of functions performed by the contractor's personnel.

The CONTRACTOR will report any noticed issues or concerns to the Town of Smithfield Public Works Department when performing SERVICES described herein.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$6,684.48 per year or as shown in the schedule provided by the OWNER.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth by the submission of invoices. The Town of Smithfield distributes payments bimonthly. This Agreement shall be binding upon all parties.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in \_\_\_\_\_ each of which shall be deemed an original on the date first above written. (No of copies)

OWNER  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

CONTRACTOR  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

ADDRESS \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_



TOWN OF SMITHFIELD  
231 Hospital Rd.  
PO Box 761  
Smithfield, NC 27577  
(919) 934-2596

**FY 2020-2021 HVAC Services**

**Public Works Department**

RFP Opening – Tuesday, February 11, 2020, 9:00 a.m.

COMPANY	BID AMOUNT
Heat Transfer Solutions	\$557.04
Hines Heating & A/C Inc	\$596.00
Dail Mechanical	\$600.00
Central Carolina Air Conditioning	\$3,620.25



# Request for Town Council Action

Consent	20/21
Agenda	Janitorial
Item:	Agreement
Date:	07/07/2020

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Subject: FY 20/21 Janitorial Agreement  
Department: Public Works Department  
Presented by: Lenny Branch, Public Works Director  
Presentation: Consent Agenda

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## Issue Statement

The Public Works Department is requesting to enter into an Agreement with Coverall for **janitorial services for 2020-2021**, this agreement is renewable for one year on an annual basis.

## Financial Impact

Approved Budgeted amount for FY 2020- 2021: \$33,672.00.  
Amount of contract Bid: \$33,672.00

## Action Needed

A motion to approve the agreement with Coverall for Janitorial Services and authorize the Town Manager to execute the agreement on behalf of the Town.

## Recommendation

Staff recommends awarding the FY 20-21 Janitorial Service to the lowest bidder Coverall in the amount of \$33,672.00.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. **Request For Proposals**
3. Agreement
4. Bid Tabulation



# Staff Report

Consent  
Agenda  
Item: 20/21  
Janitorial  
Agreement

---

This Janitorial agreement is renewable for 1 year on an annual basis. Our contract consists of four (4) facilities; Town Hall, Operation Center, Public Works and Police Department. The Operation Center portion of the contract is paid out of the utility fund. Bid packets were sent out to area contractors as well as everyone on our bidders list. We received proposal from three (3) companies as follows:

- |                         |              |
|-------------------------|--------------|
| 1. Coverall             | \$33,672.00  |
| 2. Ace Cleaning Service | \$50,484.00  |
| 3. Pro Cleaning         | \$204,000.00 |

Funds for all the above services were budgeted in the FY 2020-2021 Adopted budget.



TOWN OF SMITHFIELD

REQUEST FOR PROPOSAL

FOR

JANITORIAL SERVICE FOR FY 2020-2021

Bid Opening: Feb. 13, 2020 at 9:00 am

by

Connie Lassiter, Purchasing Agent

Lenny Branch, Public Works Director

## REQUEST FOR PROPOSAL

### JANITORIAL SERVICE

### TOWN OF SMITHFIELD

The Town of Smithfield Public Works Department is seeking bids for Janitorial Services in 4 facilities. Each facility will be cleaned and serviced Monday, Wednesday & Friday within the hours of 8:00 am – 4:00 pm with the exception of Town Hall and Police Department which is required to be cleaned daily Monday through Friday. All paper products, cleaning supplies, trash liners and hand soaps are to be included in your BID. BIDS will be received by the OWNER, TOWN OF SMITHFIELD, at the Smithfield Public Works Building at 231 Hospital Road, Smithfield, NC 9:00 AM EST, on Thursday, February 13th, 2020, and then at said office, publicly opened and read. Each bid must be submitted in a sealed envelope, addressed to: Town of Smithfield, Attn: Lenny Branch, Public Works Director, 231 Hospital Road, PO Box 761, Smithfield NC 27577. BID must be plainly marked on the outside envelope as BID for Janitorial Service, the name and address of the BIDDER. Please direct technical questions to: Lenny Branch, Public Works Director at 919-934-2580. All Bids must be made on the required BID FORM with all blank spaces for BID prices filled in.

NOTE: It is important that prospective bidders be familiar with all locations at which services are required. For that reason, an optional walk-through at all locations has been scheduled for Friday Feb. 7th, beginning at 10:00 am in the Public Works Facility, located at 231 Hospital Road. If for some reason you will be unable to attend at the noted time, you are advised to call immediately and schedule another time for a walk-through prior to date and time of bid opening. To schedule another time/date for your walk-through, contact Lawrence Davis at (919) 989-6570. Questions concerning the services required will be answered at the time of the Walk-through.

See attached specifications for work required at each facility. The Owner reserves the right to reject and waive any and all BIDS.

Janitorial Services Required at Town Hall, 350 E. Market St.

\$ \_\_\_\_\_ per month  
Including all paper products, cleaning supplies, trash liners  
and hand soaps.

Janitorial Services Required at Police Department, 110 S 5<sup>th</sup> Street

\$ \_\_\_\_\_ per month  
Including all paper products, cleaning supplies, trash liners  
and hand soaps.

Janitorial Services Required at the Public Works Facility, 231 Hospital Road.

\$ \_\_\_\_\_ per month  
Including all paper products, cleaning supplies, trash liners  
and hand soaps.

Janitorial Services Required at Operation Center, 230 Hospital Road

\$ \_\_\_\_\_ per month  
Including all paper products, cleaning supplies, trash liners  
and hand soaps.

Prices quoted on the BID FORM will be in effect for the complete term of the contract. The contract will be in effect for a period of 12 months following the date of award. The Town reserves the right to extend this contract for an additional one (1) year period pending successful completion of the contract and with the agreement of the successful vendor. This contract may also be canceled at any time by either party for any reason upon submission of a sixty (60) day written notice advising intent to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal be accepted to furnish the services as described herein at the prices quoted for a period of twelve (12) months beginning July 1, 2020.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name Printed or Typed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Bidder shall sign and return one copy of this form and all other required documents in a sealed envelope marked as shown in the following page:

Lenny Branch, Public Works Director  
The Town of Smithfield Public Works Building  
231 Hospital Road, P.O. Box 761  
Smithfield, North Carolina 27577

“Request for Proposal: Janitorial Services. To be opened \_\_\_\_\_  
\_\_\_\_\_.”

(SEAL)

**Specifications for Services at:**  
**Municipal Building located at 350 E. Market St**  
**Police Dept. – 110 S. 5<sup>th</sup> St,**

The following services are to be completed between (7:00 am - 4:00 pm)

Services required daily:

1. Empty all waste receptacles and remove trash to dumpster located on site.
2. Sweep front and back porches including steps. Blow off sidewalks in area immediately surrounding building. Remove all cigarette butts, litter, etc. from this area.
3. Sweep lobby, steps and hallway.
4. Clean and sanitize rest rooms and disinfect toilets and urinals. Clean all wash basins and wet mop bathroom floors daily or as needed.
5. Clean and sanitize drinking fountains.
6. Refill all paper towels, toilet paper, and soap supplies as necessary.
7. Clean all glass entrance doors.
8. Kitchen area wipe down counters, tables and appliances.
9. Meeting rooms – Conference Room and Council Chambers check and dust furniture as needed, empty trash daily.

Services required twice each week:

1. Dust office furniture and equipment; collection office counter, ledges, sills, pictures, clocks, partition tops, departmental signs, etc..
2. Spot clean and remove stains on carpeted areas as necessary; spot clean walls and doors as necessary.
3. Vacuum floors and mats.

Services required once every work week

1. Apply furniture polish to all tables and desks that have been cleaned off and counter tops in collection office and offices.
2. Clean and sanitize all light switches and all telephones, door knobs, handles, and push plates.
3. Sweep and damp mop all tiled floor areas. Do not leave slick and dangerous coating on floor in order to prevent falling.

Services required once a month

1. Wash all restroom ceramic wall tiles and wipe down hall walls.
2. Vacuum/dust all chair seats and spot clean as require or necessary.
3. Wipe down vents and returns.
4. Wipe down door jams and baseboards in the buildings.
5. Wipe overhead light covers and clean bugs from inside the light cover.

Services required once a year

1. Wax floors.

Note: Buffing floors out as needed to maintain shine.

**Specifications for Services at:  
Public Works Bldg. – 231 Hospital Rd.,  
Public Utilities Bldg. -Operations Center – 230 Hospital Rd.**

The following services are to be completed between (7:00 am - 4:00 pm)

Services required three times a week:

1. Empty all waste receptacles and remove trash to dumpster located on site.
2. Sweep front and back porches including steps. Blow off sidewalks in area immediately surrounding building. Remove all cigarette butts, litter, etc. from this area.
3. Sweep lobby, steps and hallway.
4. Clean and sanitize rest rooms and disinfect toilets and urinals. Clean all wash basins and wet mop bathroom floors daily or as needed.
5. Clean and sanitize drinking fountains.
6. Refill all paper towels, toilet paper, and soap supplies as necessary.
7. Clean all glass entrance doors.
8. Kitchen area wipe down counters, tables and appliances.
9. Meeting rooms – Conference Room and Council Chambers check and dust furniture as needed, empty trash daily.

Services required twice each week

1. Dust office furniture and equipment; collection office counter, ledges, sills, pictures, clocks, partition tops, departmental signs, etc..
2. Spot clean and remove stains on carpeted areas as necessary; spot clean walls and doors as necessary.
3. Vacuum floors and mats.

Services required once every work week

1. Apply furniture polish to all tables and desks that have been cleaned off and counter tops in collection office and offices.
2. Clean and sanitize all light switches and all telephones, door knobs, handles, and push plates.
3. Sweep and damp mop all tiled floor areas. Do not leave slick and dangerous coating on floor in order to prevent falling.

Services required once a month

1. Wash all restroom ceramic wall tiles and wipe down hall walls.
2. Vacuum/dust all chair seats and spot clean as require or necessary.
3. Wipe down vents and returns.
4. Wipe down door jams and baseboards in the buildings.
5. Wipe overhead light covers and clean bugs from inside the light cover.

Services required once a year

1. Wax floors.

Note: Buffing floors out as needed to maintain shine.

AGREEMENT

THIS AGREEMENT, made this 7th day of July, 2020, by and between Town of Smithfield, hereinafter  
(Name of Owner) (An Individual)  
called "Owner" and Coverall doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence work of Janitorial Services.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.

The CONTRACTOR will maintain and keep monthly service records of functions performed by the contractor's personnel. Contractor will meet with Public Woks Superintendent and conduct quarterly inspections of contracted facilities.

The CONTRACTOR will report any noticed issues or concerns to the Town of Smithfield Public Works Department when performing SERVICES described herein.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$33,672.00 per year or as shown in the schedule provided by the OWNER.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth by the submission of invoices. The Town of Smithfield distributes payments bimonthly. This Agreement shall be binding upon all parties.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in \_\_\_\_\_ each of which shall be deemed an original on the date first above written. (No of copies)

OWNER  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

CONTRACTOR  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

ADDRESS \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_



TOWN OF SMITHFIELD  
231 Hospital Rd  
PO Box 761  
Smithfield NC 27577  
(919) 934-2596

**FY 2020-2021 Janitorial Services**

RFP Opening – Thursday, February 13, 2020, 9:00 a.m.

<b>COMPANY</b>	<b>Town Hall</b>	<b>Police Dept</b>	<b>Public Works</b>	<b>Public Utilities</b>
ACES Cleaning Service	\$1,222/month	\$1,225/month	\$880/month	\$880/month
Coverall	\$986/month	\$882/month	\$405/month	\$533/month
Pro Cleaning	\$6,000/month	\$5,500/month	\$1,500/month	\$4,000/month



# Request for Town Council Action

Consent	20/21 Pest
Agenda	Control
Item:	Agreement
Date:	07/07/2020

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Subject: FY 20/21 Pest Control Agreement  
Department: Public Works Department  
Presented by: Lenny Branch, Public Works Director  
Presentation: Consent Agenda

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## Issue Statement

The Public Works Department is requesting to enter into an Agreement with **Clegg's Pest Control** for the FY 2020-2021, this agreement is renewable for two years on an annual basis.

## Financial Impact

Approved Budgeted amount for FY 2020- 2021: \$2,310.00.  
Amount of contract Bid: \$2,310.00

## Action Needed

A motion to approve the agreement with **Clegg's Pest Control** for Pest Control Services in and authorize the Town Manager to execute the agreement on behalf of the Town.

## Recommendation

Staff recommends awarding the FY 20-21 Pest Control Service to the lowest bidder **Clegg' Pest Control** in the amount of \$2,310.00.

Approved:  Town Manager  Town Attorney

1. Staff Report
2. Request for Proposals
3. Agreement
4. Bid Tabulation



# Staff Report

Consent  
Agenda  
Item: 20/21 Pest  
Control

This Pest Control agreement is renewable for 2 years on an annual basis. Our contract consists of eleven (11) facilities; Town Hall, Operation Center, Water Plant, Public Works, Fire Station 1, Fire Station 2, Hastings House, Legion Hut, Girl Scout Hut, Sarah Yard Community Center and Police Department. Bid packets were sent out to area contractors as well as everyone on our bidders list. We received proposal from seven (7) companies as follows:

1. <b>Clegg's Pest Control</b>	\$2,310.00
2. Home Masters	\$3,564.00
3. Griffin Exterminators	\$3,720.00
4. Orkin	\$3,732.00
5. Bugout	\$8,040.00
6. Economy Exterminators	\$8,772.00
7. Terminix	\$8,940.00

Funds for all the above services were budgeted in the FY 2020-2021 Adopted budget.



TOWN OF SMITHFIELD  
REQUEST FOR PROPOSAL  
FOR  
PEST CONTROL SERVICES  
FOR FY 2020-2021

Bid Opening: Feb. 11, 2020 2:00 pm

By

Connie Lassiter, Purchasing Agent

Lenny Branch, Public Works Director

**THE TOWN OF SMITHFIELD HAS A REQUIREMENT FOR THE  
FOLLOWING:**

**PEST CONTROL SERVICES FY 2020-2021**

Provide services for the control of roaches, ants, silverfish, German roaches, rats, mice, and subterranean termites.

Furnish all labor, materials, tools and equipment to comply with all federal, state, and local health, welfare, sanitation, fire and police laws, rules and regulations.

Provide once a month service to the facility, and all callbacks free when deemed necessary. The price is as follows:

1. Town Municipal Bldg. (Town Hall), 350 East Market St. \$ \_\_\_\_\_
2. Smithfield Operations Ctr, 230 Hospital Road \$ \_\_\_\_\_
3. Water Treatment Plant, 515 N. 2<sup>nd</sup> Street \$ \_\_\_\_\_
4. Public Works Garage, 231 Hospital Road \$ \_\_\_\_\_
5. Fire Department, 111 S. 4<sup>th</sup> Street \$ \_\_\_\_\_
6. Fire Department Station #2, 1200 W. Market St. \$ \_\_\_\_\_
7. Hastings House, 200 S. Front St. \$ \_\_\_\_\_
8. Legion Hut / Neuse Little Theater, 104 Front St. \$ \_\_\_\_\_
9. Girl Scout Hut, 306 S. 2<sup>nd</sup> St. \$ \_\_\_\_\_
10. Smithfield Police Dept, 110 S. 5<sup>th</sup> Street \$ \_\_\_\_\_
11. Smithfield Police Station # 2, 909 E. Lee St. \$ \_\_\_\_\_

**Submit Separate Proposal For:**

Smithfield Recreation and Aquatics Ctr., 600 Booker Dairy Rd. \$ \_\_\_\_\_

This contract will require monthly inspections. Please provide cost proposals for each facility listed.

NOTE: It is important that prospective bidders be familiar with all locations at which services are required. For that reason, an optional walk-through at all locations has been scheduled for Thurs. Jan. 30<sup>th</sup>, 2020, beginning at 11:00 am at the Public Works Facility, located at 231 Hospital Road. If for some reason you will be unable to attend at the noted time, you are advised to call immediately and schedule another time for a walk-through prior to date and time of bid opening. To schedule another time/date for your walk-through, contact Lawrence Davis at (919) 989-6570. Questions concerning the services required will be answered at the time of the Walk-through.

To receive consideration, proposals must be mailed to Town of Smithfield, Attn: Lenny Branch, PO Box 761, Smithfield, NC, 27577 or hand delivered to 231 Hospital Road, Smithfield NC 27577 by **Tuesday, Feb. 11th, 2019 at 2:00 pm**. Proposals received after this time and date shall not be considered.

# PROPOSAL

Total price for Pest & Termite Control Services provided  
for facility #'s 1 – 11 \$ \_\_\_\_\_

Total price for Pest & Termite Control Services provided  
for Smithfield Recreation and Aquatics Ctr.: \$ \_\_\_\_\_

Prices quoted above shall be in effect for the complete term of the contract. Contract shall be in effect for a period of twelve (12) months beginning July 1, 2020. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor. This contract may also be canceled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intent to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal be accepted within \_\_\_\_\_ days from the opening, to furnish the services as described herein at the prices quoted for a period of twelve (12) months from date of award.

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone** \_\_\_\_\_

**Signature of Authorized  
Official** \_\_\_\_\_  
**Name Printed** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**SEAL (if Corp)**

## GENERAL TERMS AND CONDITIONS

All proposals must be submitted on the forms provided.

To receive consideration, proposals must be returned no later than **Tuesday, Feb. 11th, 2019, 2:00 pm**. Proposals received after this time and date shall not be considered. Proposals must be delivered in a sealed envelope marked “RFP – Pest Control Services FY18” and hand delivered to 231 Hospital Road, or mailed to PO Box 761, Smithfield NC 27577.

The Town of Smithfield reserves the right to reject any and all bid proposals and to waive informalities.

In accordance with State Law GS 143-129, the award shall be made to the lowest responsible bidder meeting all requirements, qualifications and specifications, taking into consideration quality, performance and time specified in the proposal for delivery.

All proposals must be firm and not subject to increases without the Town of Smithfield’s approval.

Tabulations will be provided upon request. To receive tabulations, vendors must enclose a self-addressed stamped envelope.

Prices quoted in this proposal shall be delivered, FOB Smithfield North Carolina. North Carolina sales tax shall not be included in the proposal.

No proposal will be considered or accepted unless at its time of filing the same shall be accompanied by a current Certificate of Insurance.

Any deviations from specifications set forth must be clearly indicated in the proposal; otherwise, it will be considered that items offered are in strict compliance with these specifications and the bidder will be held responsible for providing the same.

In submitting a proposal, vendor agrees not to use the results as a part of any commercial promotion or advertising without prior written approval from the Town of Smithfield.

Please direct all technical questions to Lenny Branch, Public Works Director at 919-934-2580.

**REFERENCE PAGE  
(MUST BE FILLED OUT BY BIDDER)**

**Please list at least three (3) current or past clients**

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**Name** \_\_\_\_\_ **Years Known** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Services Provided** \_\_\_\_\_

**PLEASE LIST NC DOA, NC PESTICIDE BOARD, PESTICIDE APPLICATOR IDENTIFICATION**

**Name on License** \_\_\_\_\_

**Name of Applicator** \_\_\_\_\_

**License No.** \_\_\_\_\_

**Classification** \_\_\_\_\_

**Certification Code(s)** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

AGREEMENT

THIS AGREEMENT, made this 7th day of July, 2020, by and between Town of Smithfield, hereinafter  
(Name of Owner) (An Individual)  
called "Owner" and Clegg's Pest Control doing business as  
(an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence work of Pest Control Services.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.

The CONTRACTOR will maintain and keep monthly service records of functions performed by the contractor's personnel.

The CONTRACTOR will report any noticed issues or concerns to the Town of Smithfield Public Works Department when performing SERVICES described herein.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$2,310.00 per year or as shown in the schedule provided by the OWNER.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth by the submission of invoices. The Town of Smithfield distributes payments bimonthly. This Agreement shall be binding upon all parties.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in \_\_\_\_\_ each of which shall be deemed an original on the date first above written. (No of copies)

OWNER  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_

CONTRACTOR  
: \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

ADDRESS \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

NAME \_\_\_\_\_  
(Please type)

TITLE \_\_\_\_\_



TOWN OF SMITHFIELD  
 231 Hospital Rd.  
 PO Box 761  
 Smithfield, NC 27577  
 (919) 934-2596

**FY 2020-2021 Pest Control Services**

**Public Works Department**

RFP Opening – Thursday, February 11, 2020, 2:00 p.m.

COMPANY	BID AMOUNT	BID AMOUNT
Cleggs	\$192.50/month	0
Orkin	\$311.00/month	\$55.00/month
Home Masters Termite & Pest	\$297.00/month	\$53.00/month
Bugout	\$670.00/month	\$90.00/month
Economy Exterminators	\$731.00/month	\$95.00/month
Griffin Exterminating	\$310.00/month	\$150.00/month
Terminix	\$745.00/month	\$125.00/month





# Request for Town Council Action

Consent  
Agenda  
Item:  
Date: 07/07/2020  
Award of  
Contract

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Subject: Award of Contract for Meter Reading Services

Department: Public Utilities

Presented by: Ted Credle

Presentation: Consent Agenda

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## Issue Statement

To **collect data from the electric meters and water meters in the Town's utility service** area, the Town wishes to employ a private company to perform this service. Such meter reading services were publicly advertised for bid and the low bidder will be submitted to the Council for approval.

## Financial Impact

None. This expense was included as part of the approved Electric Fund budget in the FY 2020-2021 budget year

## Action Needed

Approve the proposed contract with the low bidder, as recommended by staff.

## Recommendation

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

Approved:  Town Manager  Town Attorney

## Attachments:

Staff Report  
RFP for Meter Reading Services  
Proposed Contract with The Low Bidder  
Proposed Scope of Services for the Contractor



# Staff Report

Consent  
Agenda  
Item: Award of  
Contract

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As discussed in the budget preparation meetings for this FY 2020 – 2021 year, the Town re-bid meter reading services. The services were advertised publicly on June 16; as well as, sent to known & trusted firms via direct e-mail solicitation. Bids will be received on July 2, 2020 and the low bidder will be identified. Information will be made available to the Council at the July 7<sup>th</sup> regular meeting.

Staff is asking the Council to authorize the Town Manager to execute the contract for the proposed Meter Reading Services.

**TOWN OF SMITHFIELD  
NORTH CAROLINA**



**REQUEST FOR PROPOSALS  
METER READING SERVICES  
FOR TOWN OF SMITHFIELD**

**RFP NO. 19-005**

**Proposals Due Date:**

**July 2, 2020  
11:00 A.M.**



## **METER READING SERVICES FOR TOWN OF SMITHFIELD**

### **SCOPE OF SERVICES**

This Scope of Services will become an integral part of the contract between the Town of Smithfield and the Contractor. The Contractor hereby agrees to provide services and/or materials to the Town pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide Meter Reading services. The selected contractor is to perform the work on a daily basis around the utility service area for the Town of Smithfield. This work will include the transportation around Town and the reading of both Water and Electric meters, by the use of Town-provided hand-held devices.
- 2.0 **BACKGROUND:** The Town desires a private contractor to perform these services to maintain an accurate accounting of electric and water usage throughout the Town's service area.
- 3.0 **TOWN DESIGNATED REPRESENTATIVE:**  
Mr. Ted Credle, PE  
Public Utilities Director  
Town of Smithfield  
230 Hospital Road  
Smithfield, NC 27577  
(919) 934-2116 x-1162  
Ted.credle@smithfield-nc.com
- 4.0 **WORK REQUIREMENTS:** The Contractor is to record the water and electric meter readings of each assigned Town of Smithfield customer on a monthly basis. Individual monthly readings will be taken on, or about, the same date each month. The monthly meter-reading schedule will be set and maintained by the Town and adhered to by the Contractor to ensure that all meters are read in a timely manner, consistent with the Town's current billing cycles.

It is expected that the Contractor will maintain a 99% meter reading accuracy each month, excluding unreadable meters; which, must be reported promptly to the Town.

The Town will not compensate the Contractor for any readings found to have been "curb read" by the Contractor.

The Town Service area is within Town limits and travel out of limits is not expected.

As of this RFP, the current amount of meters to be read (monthly) is 9,500.

The Town will provide secure parking and office space for the Contractor. Contractor is expected to provide its own truck, car, or service vehicle to perform the work.

The Town will provide automated hand-held meter reading equipment to be used to gather & store meter readings which automatically will be down-loaded into the Town's billing system. The Contractor will be responsible to train all of their employees to use this equipment. Contractor will replace damaged (outside of normal wear & tear), or lost, Town-provided equipment with the same equipment (or equal), subject to approval by the Town.

- 5.0 **SCHEDULES/TIMELINES:** The initial term of the contract is from August 1, 2020 through June 30, 2021. It is presumed the work will be performed Monday through Friday, 8 hours a day - 8:00 am through 5:00 pm, with a one (1) hour lunch break. The data will be downloaded daily and the hand-held devices will be re-charged overnight. The Contractor will observe Town Holidays, and other closings, and will not work after hours, unless prior permission & coordination is provided by the Town.

Should the Contractor provide satisfactory service, the contract may be renewed annually, for up to three (3) consecutive years. The renewal of the contract term will be determined each year, by May 31.



**PROPOSAL FORM**

The Town of Smithfield invites your proposal to provide Meter Reading Services for the Town of Smithfield to be received until 1100 a.m., on July 2, 2020 in the Utilities Department, Town of Smithfield Operations Center, 230 Hospital Road, Smithfield, North Carolina 27577.

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the Town of Smithfield.

**ITEM NO. 1**

This item shall include labor, materials, supervision, equipment, transportation, appliances, and materials to perform all operations required for meter reading services as specified.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>
1	Meter Reads	per	0 - 9,500	\$_____
2	Meter Reads	per	9,500 & above	\$_____

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date:\_\_\_\_\_

Authorized Signature:

Name \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

**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 \_\_\_\_\_ 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 August 1, 2020 to June 30, 2021 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**

- 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” to follow

**AMENDMENT TO BOILER PLATE CONTRACT**  
(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("Amendment") is made as of \_\_\_\_\_, 2020, by and among \_\_\_\_\_. ("Contractor"), and the Town of Smithfield ("Town").

**RECITALS:**

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

**AGREEMENT:**

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

1. Miscellaneous:

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

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

\_\_\_\_\_  
Greg Siler, Town Budget Officer

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

**Town:**

By: \_\_\_\_\_  
**Town Manager**

**CONTRACTOR,**  
a North Carolina \_\_\_\_\_

By: \_\_\_\_\_

Business Name: \_\_\_\_\_

## ATTACHMENT 1

### SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the **Town of Smithfield** (hereinafter referred to as “Town”), and \_\_\_\_\_ (hereinafter referred to as “Contractor”), which contract is dated **August 1, 2020**.

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

I. Background/Purpose (Why): The purpose and intent of this request is to establish a contract with \_\_\_\_\_ to perform meter reading services for the Town of Smithfield. This meter reading service is needed to collect usage data from both electric meters and water meters; to ensure appropriate & accurate billing data. This data is used to formulate monthly billings to all customers in the Town of Smithfield utility service area.

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

III. Work/Requirements (What and Where): In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed within the Town of Smithfield utility service area.

IV. Schedules/Timelines (When): The Contractor shall proceed with meter reading services once the contract is executed and will have finished operations by June 30, 2021.

V. Transmittal/Delivery/Accessibility (How): The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed throughout the Town of Smithfield utility service area.

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



# Request for Town Council Action

Consent  
Agenda County  
Item: Agreement  
Date: 07/07/2020

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Subject: Reimbursement Agreement  
Department: General Government  
Presented by: Michael Scott & Tim Kerigan  
Presentation: Consent Agenda

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## Issue Statement

Johnston County Government received \$3,656,014 in CARES Act Funding from the Federal Government. This agreement will put in place an agreement whereas Johnston County can reimburse the Town of Smithfield for its qualified CARES Act spending.

## Financial Impact

Additional reimbursement Revenue estimated at \$111,469.

## Action Needed

Approve Agreement

## Recommendation

Approve Agreement

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Reimbursement Agreement



# Staff Report

Consent  
Agenda County  
Item: Agreement

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The Federal CARES Act provided States with funds to account for expenses related to the Coronavirus-19 (COVID-19) Pandemic. The State Legislature agreed to provide a large percentage of the CARES Funding to Counties across the state and left it to each County to elect how to distribute funds to municipalities to reimburse them for qualified expenditures. Lost municipal revenue is not currently a qualifying expense.

Johnston County staff has worked with Town staff to identify an estimate of reimbursable expenses under the CARES Act. This expense estimate totals \$111,469. By entering into the attached agreement, the County will be able to reimburse the Town of Smithfield for these permissible expenses.

**Coronavirus Relief Funds Agreement  
Johnston County – June 2020**

REIMBURSEMENT AGREEMENT

NORTH CAROLINA  
JOHNSTON COUNTY

THIS REIMBURSEMENT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the County of Johnston, a local government organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and Town of Smithfield, a North Carolina local municipality organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Sub-Grantee”);

WITNESSTH

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Johnston County totals \$3,656,014.00;

WHEREAS, local municipalities have been critical partners in Emergency Operations, and, accordingly, Johnston County will distribute funds as sub-grants to these entities.

WHEREAS, the County and Sub-Grantee mutually desire to establish the means and method for the allocation of Sub-Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the maximum amount of \$111,469.00 based on the proposed budget submitted by Sub-Grantee as its allocation of the CRF funding.
3. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:
  - Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the annual budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
  - Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the proposed budget submitted to County by Sub-Grantee;

**Coronavirus Relief Funds Agreement  
Johnston County – June 2020**

- Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
- County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act.

4. Reimbursement Process. Following receipt of the report and certification requesting reimbursement of the Sub-Grantee, the County shall review for compliance. Johnston County will notify Sub-Grantee of its approval or denial within thirty (30) days of receipt of Certification and request for reimbursement. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies.

Approved reimbursements will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

5. Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Grantee for uses in violation of CRF shall be repaid by Sub-Grantee to the County upon demand.

6. Maintain Records. The Sub-Grantee shall maintain records documenting each expenditure that is subject for reimbursement under CRF and will provide that documentation to the County upon request or make such documentation available should there be an audit of expenditures of these CARES Act sub-grant funds.

6. Failure to make Timely Reimbursement Requests. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Grantee's most recently approved budget as of March 27, 2020. Qualifying requests for reimbursements of sub-grant funds must be delivered to Johnston County by no later than November 30, 2020. Any portion of the maximum amount of sub-grant funds listed as available for reimbursement uses by Sub-Grantee that are not properly and timely requested for disbursement by Sub-Grantee shall be retained by Johnston County and may be expended by Johnston County for any CARES Act eligible expenses as determined in its sole discretion.

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Johnston County Resident Superior Court Judge shall name a mediator to hear the matter.

**Coronavirus Relief Funds Agreement  
Johnston County – June 2020**

- The parties shall equally share the mediator’s fee. The mediation shall be held in Johnston County at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Johnston County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Johnston County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to:

Town of Smithfield

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If to the County, to:

Kristy Edwards Wall  
Johnston County  
Internal Audit Manager  
207 E. Johnston Street  
Smithfield, NC 27577

With copy to:

Jennifer Slusser  
Johnston County  
County Attorney  
207 E. Johnston Street  
Smithfield, NC 27577

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

**Coronavirus Relief Funds Agreement  
Johnston County – June 2020**

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Sub-Grantee's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Sub-Grantee or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Sub-Grantee prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Sub-Grantee (and, to the extent possible, give Sub-Grantee the opportunity to contest any disclosure of information or records Sub-Grantee believes should not be disclosed) before making any such disclosure.

E-Verify. Sub-Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Counterparts. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may

**Coronavirus Relief Funds Agreement  
Johnston County – June 2020**

execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursement Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

(Name of Sub-Grantee)

County of Johnston

By \_\_\_\_\_  
(authorized signer)

By \_\_\_\_\_  
County Manager



# Request for Town Council Action

Consent Agenda Item: Adoption of CDBG Policy Amendment  
Date: 07/07/2020

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Subject: CDBG Policy Amendment  
Department: Administration  
Presented by: Town Manager – Michael Scott  
Presentation: Consent Agenda

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## Issue Statement

The Town Council is asked to Adopt a resolution amending the Fair Housing Plan previously adopted in September 2018 needed for the CDBG Housing Revitalization Grant

## Financial Impact

There would be no financial impact to the budget.

## Action Needed

The Council is asked to adopt Resolution #661 (10-2020)

## Recommendation

Staff recommends adopting Resolution # 661 (10-2020) Amending the Fair Housing Plan previously adopted on September 4, 2018

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Resolution # 661 (10-2020)
3. Amended Fair Housing Policy (included in the Resolution)



# Staff Report

Consent Agenda Item:	Adoption of CDBG Policies
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The Town of Smithfield submitted an application for a CDBG Housing Revitalization grant in 2018. In 2019, the Town of Smithfield was awarded the grant. Since the application was funded during its second review, the dates on activities listed in the Fair Housing Plan need to be updated.

**Town of Smithfield  
Resolution # 661 (10-2020)  
Recipient's Plan to Further Fair Housing**

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Grantee: Town of Smithfield

Recipient's Address: P.O. Box 761, East Market Street, Smithfield, NC 27577

Contact Person: Michael Scott, Manager and Shannan Parrish, Town Clerk

Contact Phone Number: 919-934-2116

Contact Email: [michael.scott@smithfield-nc.com](mailto:michael.scott@smithfield-nc.com) and [shannan.parrish@smithfield-nc.com](mailto:shannan.parrish@smithfield-nc.com)

TDD Number: 800-735-2962

**I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time \_\_\_\_\_ Past Activities X

**II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community.** (Use additional pages as necessary)

Need to disseminate information of fair housing.

Discussions with local public officials indicate that housing related industries (contractors, lenders, realtors, appraisers) are aware of the need for fair housing; however, they lack information regarding Federal and State fair housing legislation. Public-assisted housing providers appear to be more knowledgeable of legislation. There also seems to be a lack of knowledge among citizens of fair housing laws.

Need for public/private awareness of housing opportunities.

There is a need for Town of Smithfield lenders, realtors and citizens to be made aware of programs that can aid low/moderate income families in obtaining affordable homeownership.

**III. Will the above activities apply to the total municipality or Town?**

Yes X No \_\_\_\_\_ **If no, provide an explanation.**  
(Use additional pages as necessary)

**IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.*** (Use attached table)

The Town has adopted this Fair Housing Plan that will establish a Complaint Procedure that designates the Town Manager as the official to receive complaints regarding housing discrimination.

The Town will work with Town-wide housing agencies in the development and implementation of a fair housing workshop to provide community outreach. A part of this outreach effort will be to identify realtors in the Town whose housing market enables them to assist individuals and families of all income ranges to locate affordable housing. Additional outreach efforts include

**Town of Smithfield  
Resolution # 661 (10-2020)  
Recipient's Plan to Further Fair Housing**

placing Fair Housing Pamphlets in the Town library and with Town lending organizations and citizen organizations.

An assessment of the Fair Housing Plan will be made during the 8<sup>th</sup> – Final Activity Quarter.

<b>Quarterly Fair Housing Activity</b>	<b>Months</b>	<b>Year</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
<i>Example: Establish FH policy, Complaint Procedure</i>				
Establish and publish the grantee's fair housing complaint procedure and TDD number in the local newspaper.	<i>Jan-Mar.</i>	<i>2020</i>	<i>\$0</i>	<i>\$xxxx</i>
Community outreach for fair housing in the form of a workshop or designated fair housing fair.	<i>Apr.-June</i>	<i>2020</i>	<i>\$0</i>	<i>\$xxxx</i>
Maintain a list of local realtors who are available to assist in locating housing for individuals and families with various economic backgrounds.	<i>July-Sept</i>	<i>2020</i>	<i>\$0</i>	<i>\$xxxx</i>
Place fair housing information in Town Library.	<i>Oct-Dec.</i>	<i>2020</i>	<i>\$0</i>	<i>\$xxxx</i>
Distribute Fair Housing Pamphlets to citizen organizations throughout the Town.	<i>Jan-Mar.</i>	<i>2021</i>	<i>\$0</i>	<i>\$xxxx</i>
Distribute Fair Housing Pamphlets to appropriate lending institutions throughout the Town.	<i>Apr.-June</i>	<i>2021</i>	<i>\$0</i>	<i>\$xxxx</i>
Advertise Fair Housing Complaint Procedure that includes State's TDD Number.	<i>July-Sept</i>	<i>2021</i>	<i>\$0</i>	<i>\$xxxx</i>
Assess Fair Housing plan to see how plan worked.	<i>Oct-Dec.</i>	<i>2021</i>	<i>\$0</i>	<i>\$xxxx</i>

**Town of Smithfield  
Resolution # 661 (10-2020)  
Recipient's Plan to Further Fair Housing**

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- V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)**
- 1) Any person or persons wishing to file a complaint of housing discrimination in Johnston Town may do so by **informing the Town Manager** of the facts and circumstance of the alleged discriminatory acts or practice.
  - 2) Upon receiving a housing discrimination complaint, the Town Manager shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
  - 3) The Town Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the Town.
  - 4) The Town Manager shall **publicize** in the local newspaper, with the TDD# **(1 – 800 – 735 – 2962)** who is the local agency to contact with housing discrimination complaints.

Adopted this the 7th day of July, 2020 in Smithfield, North Carolina.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Shannan Parrish  
Clerk to the Board





# Request for Town Council Action

Consent    Advisory  
Agenda    Board  
Item:      Appointment  
Date:      07/07/2020

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

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## Issue Statement

The Town Council is asked to consider a new appointment to the Appearance Commission

## Financial Impact

N/A

## Action Needed

The Town Council is asked to consider and approve the appointment of Stuart Lee to the Appearance Commission

## Recommendation

Staff recommends approval of these appointments.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Stuart Lee – Board Application



# Staff Report

Consent    Advisory  
Agenda    Board  
Item      Appointments

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## Appearance Commission

Stuart Lee has submitted an application for consideration to be appointed to a first term on the Appearance Commission

## Current Board vacancies are as follows:

- Appearance Commission – 3 positions
- Board of Adjustment – 2 In Town positions
- Parks and Recreation Advisory Commission – 2 positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: Lee, Stuart, Ashby
(Last) (First) (MI)

Home Address: 825 South 2nd. Street Smithfield NC

Business Name & Address: USDA Natural Resources Conservation Service and the New Office of Urban Agriculture and Innovative Production - Raleigh, NC

Telephone Numbers: 919.205.1264 (Home) 984.989.3056 (Mobile) Stuart1903g@gmail.com (Email)

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

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

Interests & Skills: I have served as the White House Special Council Team Lead for Strong Cities Strong Communities working on projects in community redevelopment, community health, and job creation. I have created projects around using natural remediation for brownfields, utilizing tactical urbanizm for streetscape redevelopment, developed community farm and garden projects, written grants and agreements for technical and financial assistance for community redevelopment and I am a NEW Smithfield resident.

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

Recent Job Experiences: Currently I am on detail establishing the new office of Urban Agriculture and Innovative Production with the USDA and have worked hard to release recent grants for local municipalities to invest in community farms and gardens, and food waste reduction. I have served as the team lead for the White House Special Council for SC2 and served full time at the State Public Affairs Spc. for USDA in North Carolina. I have also worked in Louisiana, Maine and Delaware on emergency recovery, the State Department in Washington DC and Farm Bureau in SC.

Civic or Service Organization Experience: I have served on the Principal Advisory Board in Johnston County for seven years. I have also involved in prison ministry at Johnston County Correctional Facility.

Town Boards previously served on and year(s) served: none.

Please list any other Boards/Commissions/Committees on which you currently serve: none

Why are you interested in serving on this Board/Commission/Committee? As a new member of the Town of Smithfield I would like to share  
my skills working in community redevelopment with my new community. I know that I have some insights into opportunities that could best service my new home.

**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: Stuart Ashby Lee

Signature: STUART LEE

Digitally signed by STUART LEE  
Date: 2020.06.12 12:52:30 -0400

Date: June 12, 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](mailto: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
Police Officer I (4 positions)	Police	10-20-5100-5100-0200
Pump Station Mechanic	PU – Water/Sewer	30-71-7220-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

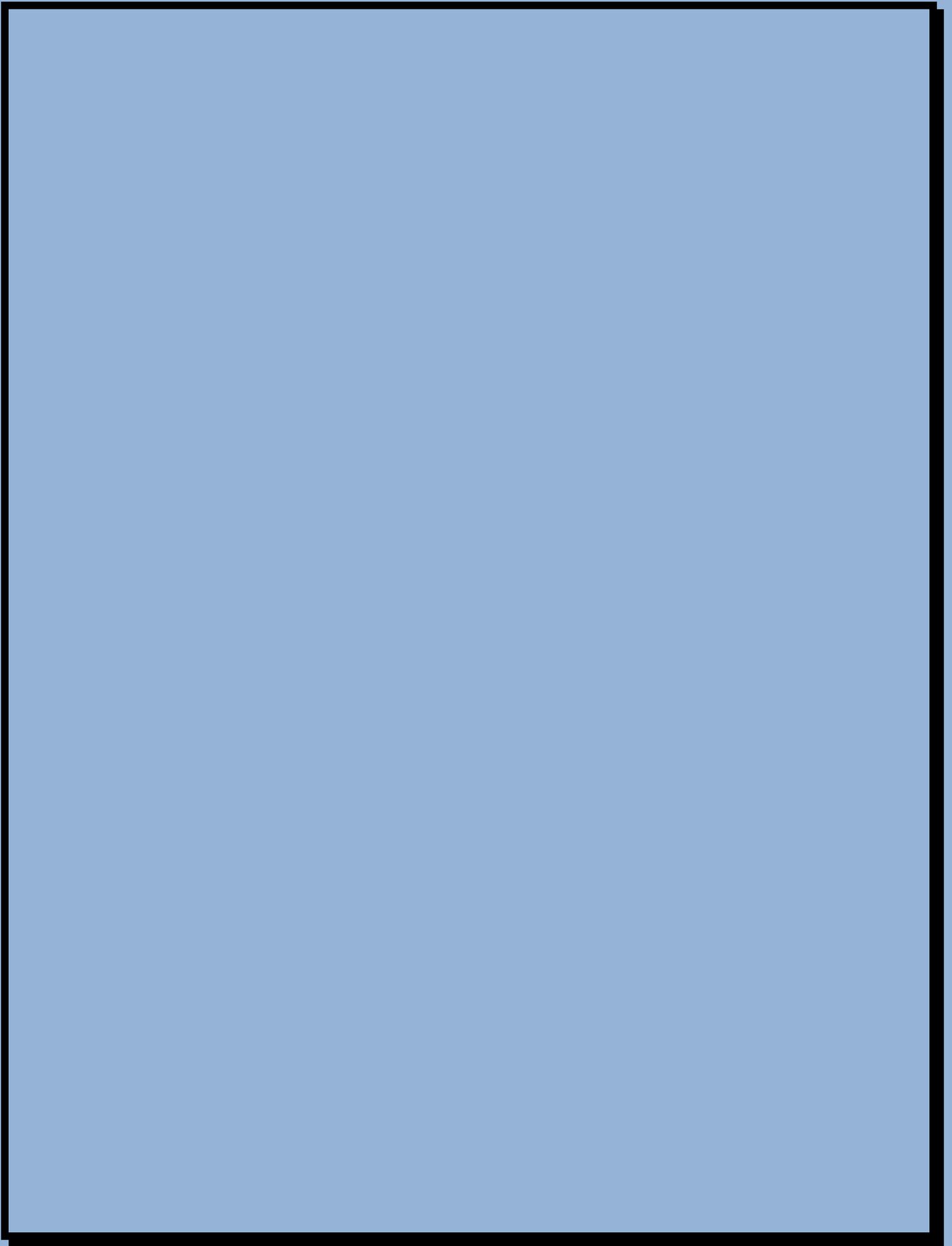
## Action Requested

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 Lifeguard	P&R - Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Police Sergeant	Police	10-20-5100-5100-0200	\$16.85/hr.



# Business Items





# Request for Town Council Action

Business SPLASH  
Agenda PAD  
Item: CONTRACT  
Date: 07/07/ 2020

---

Subject: Splash Pad Construction Contract  
Department: Parks and Recreation  
Presented by: Gary Johnson – Parks and Recreation Director  
Presentation: Business Item

---

## Issue Statement

The Parks and Recreation Department is requesting the Town Council approve entering into a contract with Carolina Recreation and Design for the construction of a Splash Pad on the former site of the Eva Ennis Municipal Pool adjacent to Smith-Collins Park in the amount of \$ 119,600.00.

## Financial Impact

Approved Budgeted Amount for FY 2019-2020: \$125,000.00

Amount of Purchase/Bid/ Contract: \$ 119,600.00

Future Impact: Based on 120 days / 8 hours of use per day, the splash pad would use approximately 3,859,200 GPY of water at an annual cost of \$ 9,070.00 based on a rate of \$ 2.35 per 1,000 gallons.

## Action Needed

Approval to enter into contract with Carolina Recreation and Design for the construction of a splash pad on the former site of the Eva Ennis Municipal Pool adjacent to Smith-Collins Park.

## Recommendation

Approval to enter into contract with Carolina Recreation and Design for the construction of a splash pad on the former site of the Eva Ennis Municipal Pool adjacent to Smith-Collins Park

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Splash Pad Design and Specifications



# Staff Report

Business SPLASH  
Agenda PAD  
Item: CONTRACT

In the 19/20 Fiscal Year Budget, the Town Council appropriated \$ 125,000.00 for the design and construction of a splash pad to be located at or adjacent to Smith-Collins Park. After consulting with Bill Dreitzler and Councilman Lee, the former site of the Eva Ennis Municipal Pool was selected for the location for the splash pad. At its regular April Meeting, after receiving Requests for Qualifications, Carolina Recreation and Design was selected and approved as the company to design and construct the splash pad.

The Parks and Recreation Department, after receiving the design for the project, is requesting that the Town enter into a contract with Carolina Recreation and Design to build the splash pad for the amount of \$ 119,600.00. This is within the budget of \$ 125,000.00 appropriated by the Council in the 19/20 FY Budget.

The design is 1296 SF and includes:

- (7) in ground spray elements
- (3) above ground spray elements
- (1) activator sensor (to activate the elements)
- (1) 12" x 12" drain**
- (1) Water wise controller
- (1) WDS manifold (with 18 outputs)
- (2) Removable bases (for future spray features)

By design (with the expanded manifold) the splash pad can easily be expanded an **additional 36' X 36' feet in a future phase should the Town opt to do so.**

The design is appropriate and designed for a public park which is open to a wide variety of demographics, user abilities, and appropriate from toddler to 12 year old.

The Parks and Recreation Department recommends that the Town enter into a contract with Carolina Recreation and Design for the construction of the splash pad.

\*\*

# SMITHFIELD



PARKS AND RECREATION

SMITH-COLLINS PARK SPLASH PAD DESIGN



102 West Service Rd,  
Suite 412 Champlain,  
NY 12919

2200 46th Avenue  
Lachine, Quebec  
H8T 2P3



## PROJECT SCOPE

Water Splash offers its expertise in splash park design, manufacturing and installation for your project. Our approach is to work with customer directly and get customer's input for each stage of the project. Therefore, within the first week of project approval, we schedule an online meeting with customer's representatives and our project manager. The goal of this meeting is:

- \*Identify if there is any changes on proposed splash park layout,
- \*Finalize product list and colors for splash park, List each departments and contacts for
- \*Construction Permit / If Required \*Plumbing /Water Permit –Approval / If Required
- \*Electrical connection details / Permit if needed

### Our design includes products below:

- 7 x Inground spray elements
- 3 x Above ground spray elements
- 1 x Activator Sensor - above ground
- 1 x drain boxes 12"X12"
- 1 x Water wise controller
- 1 x WDS manifold - 18 outputs
- 2 x removable bases (for future above features)

Second stage is our production stage which is around 7-8 weeks. Between production completion and construction start, we will setup an onsite meeting with customer's representative to review final construction plans along with permit application status.

After production is completed, our project manager will be onsite to receive all parts and start excavation, setting up anchor bases, placing and leveling products, grounding each product to mechanical room, plumbing each product to manifold lines, backfilling and surface concrete pouring. We will have pressure testing of plumbing connections before concrete is poured in order to make sure pipes withstand working pressure of Splash Park

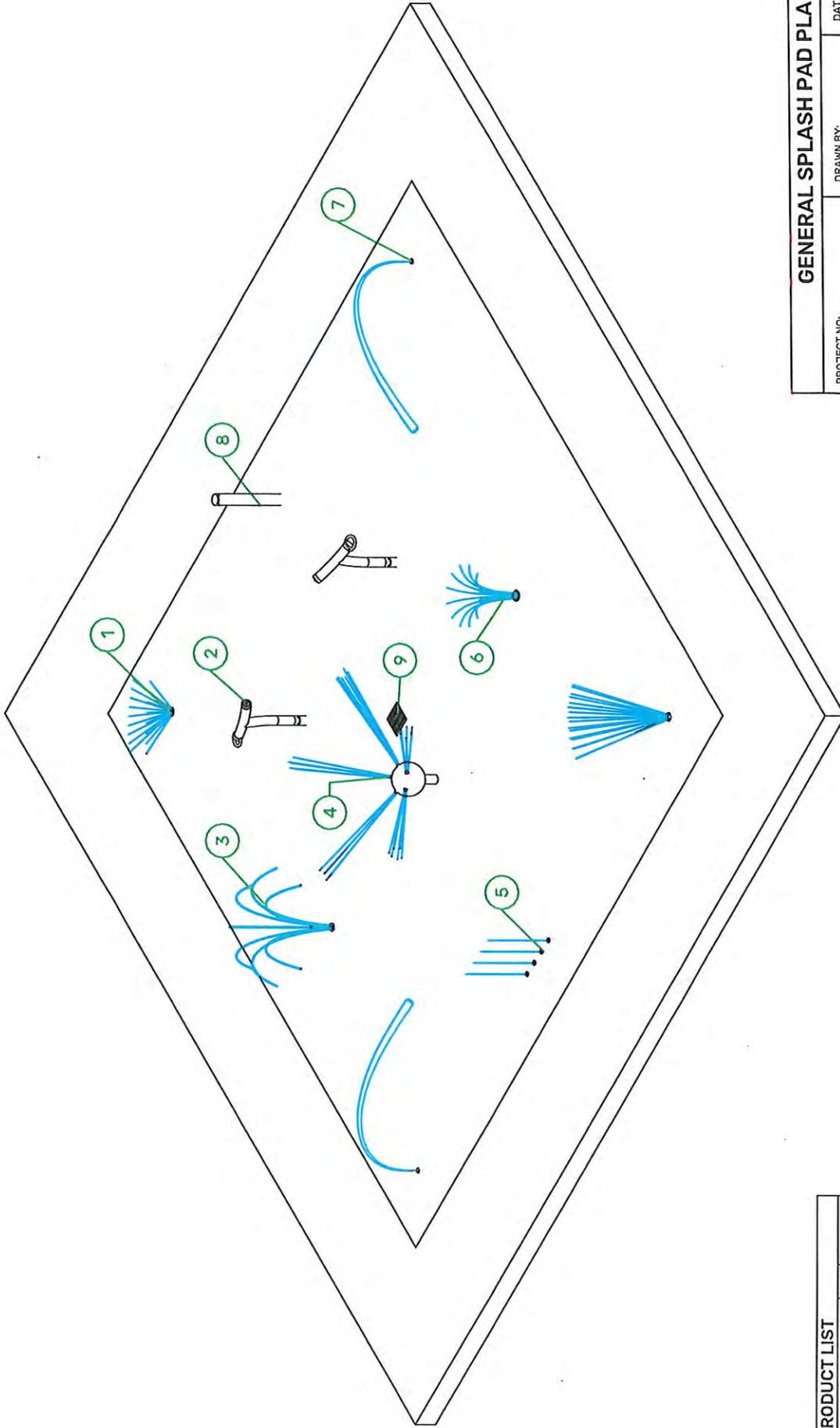
Last item is to commission Splash Park to owner by training customer's representative for daily day usage, and maintenance procedures.

Wishing to be a solution partner for your project.



## WATER SPLASH

- The design is appropriate for a public park which is open to a wide variety of demographics, user abilities, cultural background and appropriate from toddler to 12 years old.
- All products / components have weather resistant polyurethane powder, colour coat and protection for UV light and fire.
- All features have vandal proof hardware and will be constructed to minimize the effects of vandalism.
- The proposed design includes all necessary equipment to operate and maintain a flow-through system. Water splash flow through systems are designed for splash pads in a controlled environment with limited usage times and selected water play elements area designed for minimum water consumption.
- Water Splash will be providing all caps for winterization.



**GENERAL SPLASH PAD PLAN**

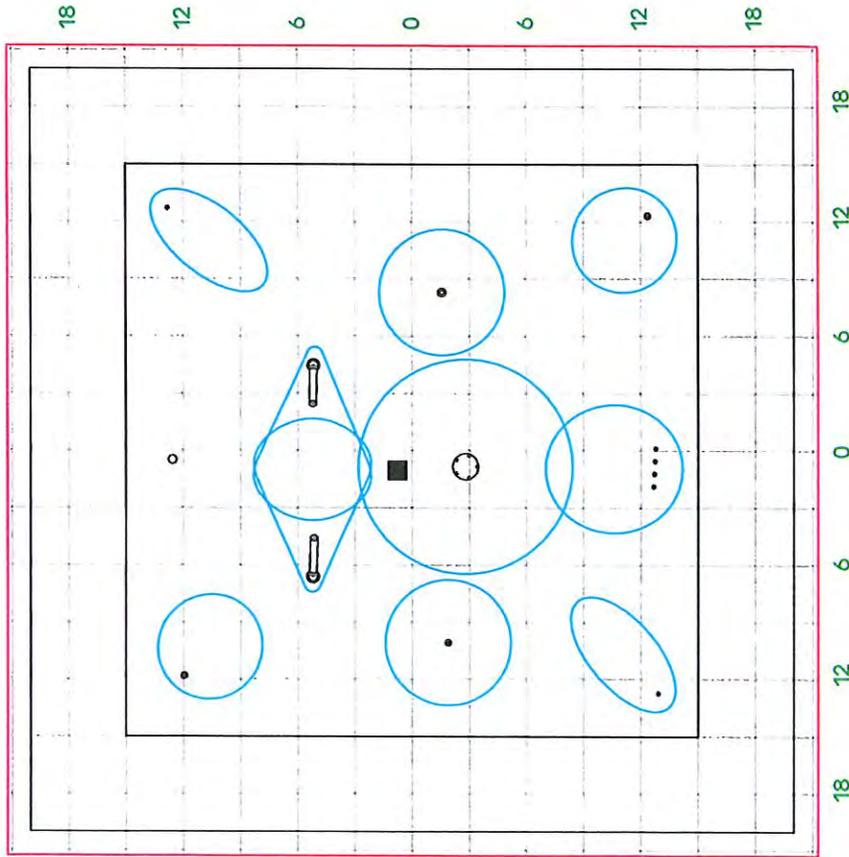
PROJECT NO: 2020 - 4208	DRAWN BY: A.JAMIL	DATE: 08-05-2020
PROJECT NAME: SMITHFIELD SPLASH PAD,		REV
		UNITE
		FT-IN
		SHEET
		1/



**WATER SPLASH INC.**  
 THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH

PRODUCT LIST			
PRODUCT CODE	PRODUCT NAME	QTY	REMOVABLE BASE
S-05.11	AQUA PEACOCK	2	-
-04.02.04	AQUA CANNON III	2	-
S-05.14	AQUA RUSH	1	1pc
-02.08.01	AQUA NATURE VI	1	-
-05.05.02	AQUA TUNNEL JR.	1	-
-05.06.01	AQUA GEYSER	1	1pc
S-05.01	AQUA JET	2	-
S-20.01	ACTIVATOR	1	-
S-16.01	DRAIN BOX	1	-
<b>TOTAL</b>		12	2

GRID DIMENSION 3' x 3'



**GENERAL LAYOUT DIMENSIONS**

PROJECT NO:  
2020 - 4208

DRAWN BY:  
A. Jamil

DATE:  
08-05-2020

PROJECT NAME:  
SMITHFIELD SPLASH PAD,

REV

UNITE

FT-IN

SHEET

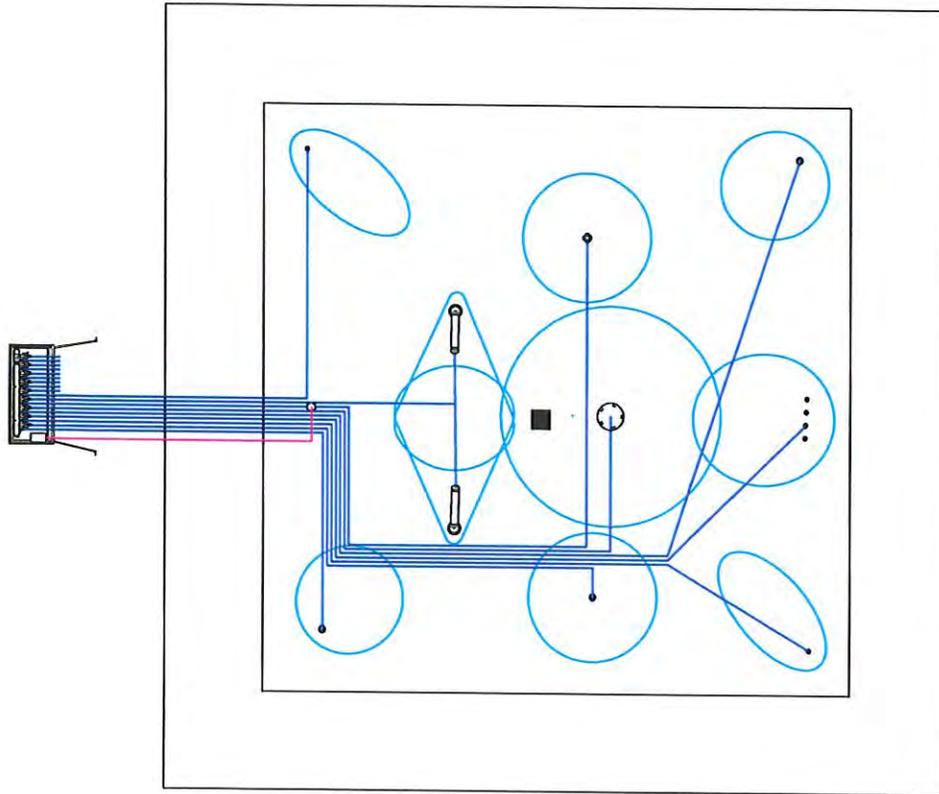
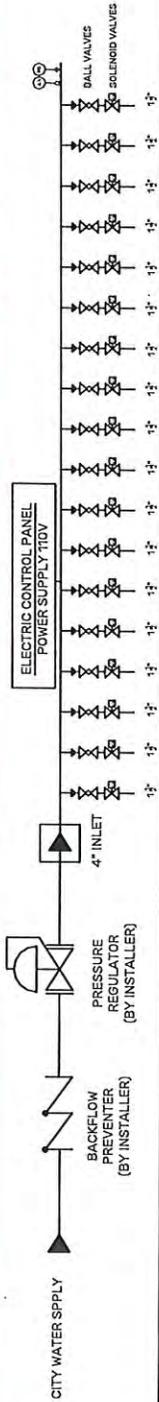
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# DRAIN AWAY 18 OUTPUT MANIFOLD



**PRODUCT LIST**

PRODUCT CODE	PRODUCT NAME	QTY	GPM	TOTAL GPM
S-05.11	AQUA PEACOCK	2	12	24
-04.02.04	AQUA CANNON III	2	7	14
S-05.14	AQUA RUSH	1	5	5
-02.08.01	AQUA NATURE VI	1	5	5
-05.05.02	AQUA TUNNEL JR.	1	8	8
S-05.01	AQUA GEYSER	1	5	5
S-20.01	AQUA JET	2	3	6
S-76.01	ACTIVATOR	1	-	-
	DRAIN BOX	1	-	-
	<b>TOTAL</b>	<b>12</b>	<b>-</b>	<b>67</b>

## PIPING AND ELECTRICAL DETAIL

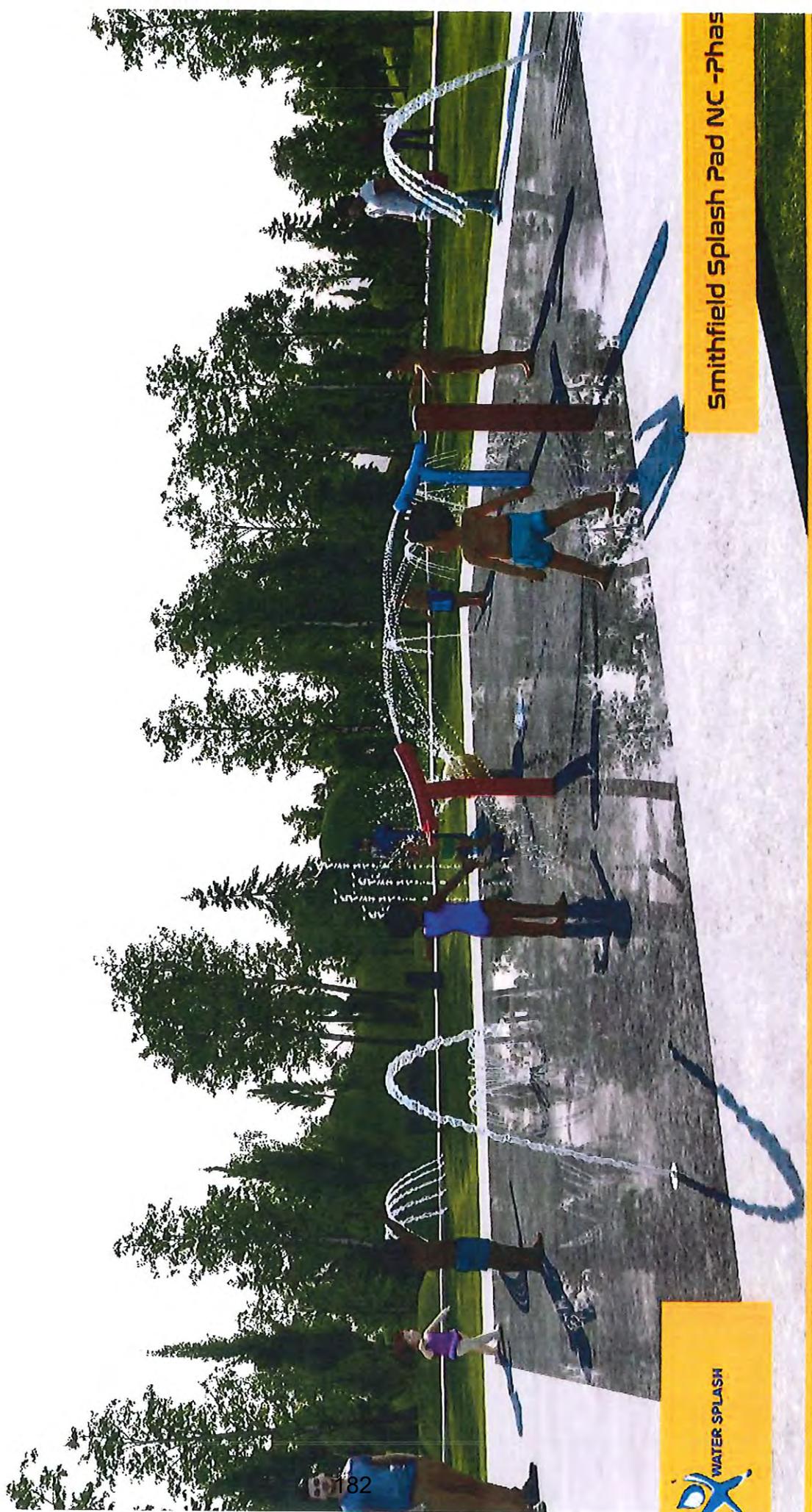
PROJECT NO: 2020 - 4208	DRAWN BY: A.Jamil	DATE: 08-05-2020
PROJECT NAME: SMITHFIELD SPLASH PAD,		REV
		UNITE
		FT-IN
		SHEET
		3/



**WATER SPLASH INC.**  
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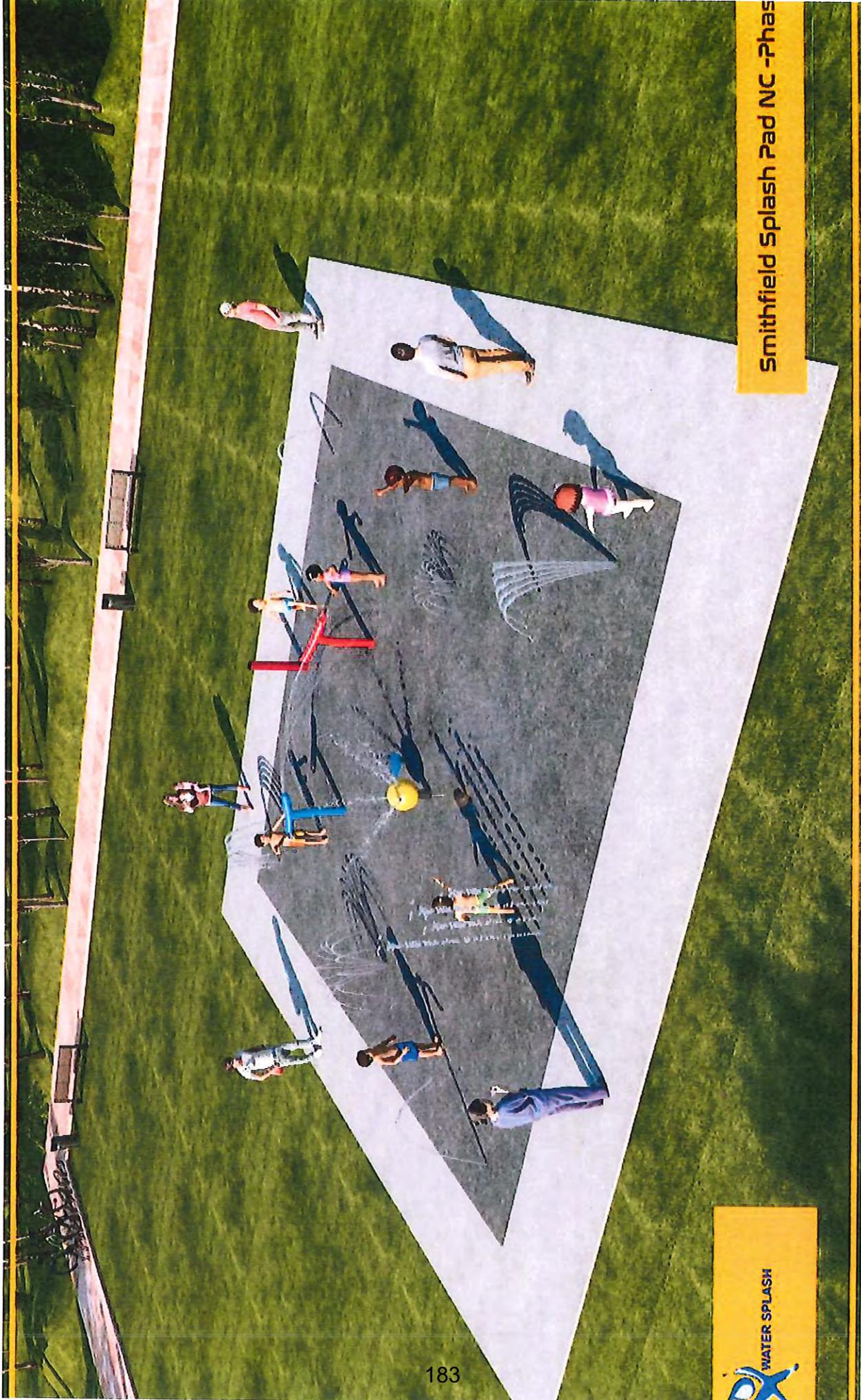
Smithfield Splash Pad NC -Phas





Smithfield Splash Pad NC - Phas



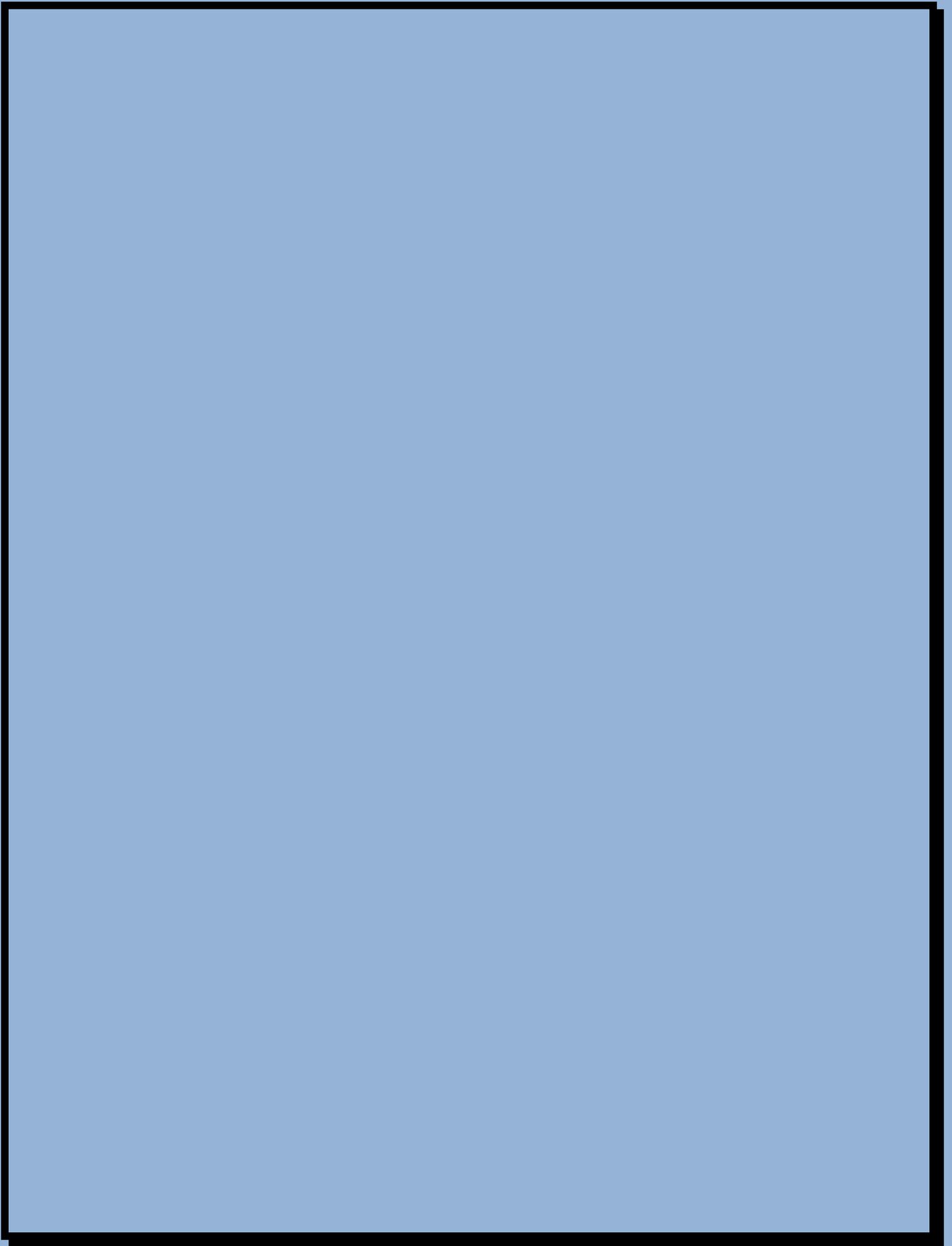


Smithfield Splash Pad NC -Phase

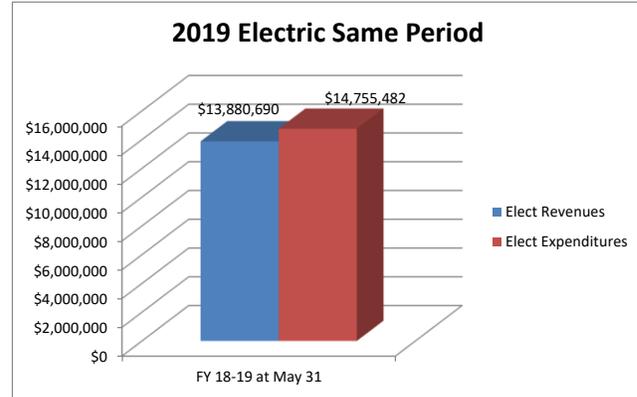
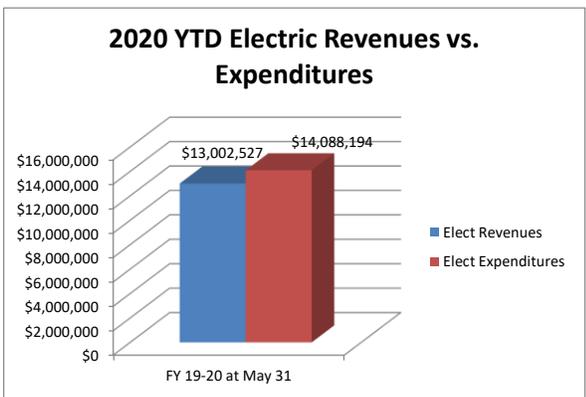
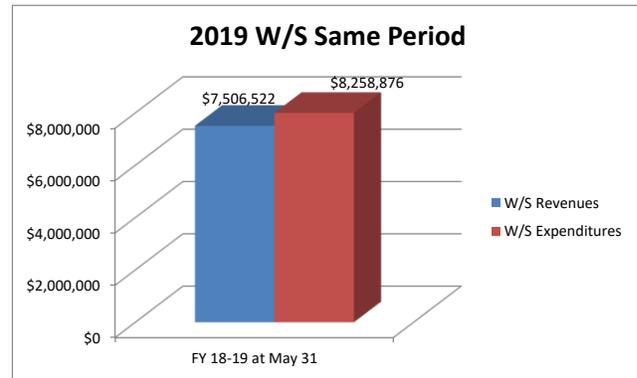
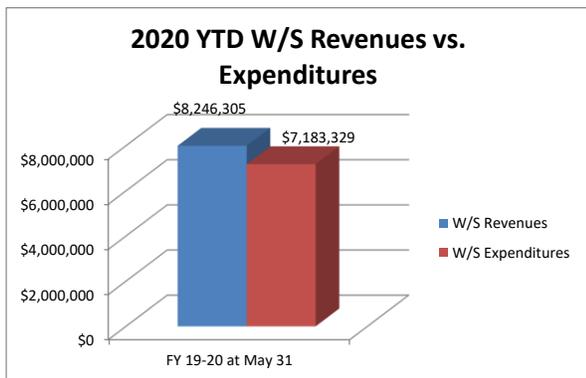
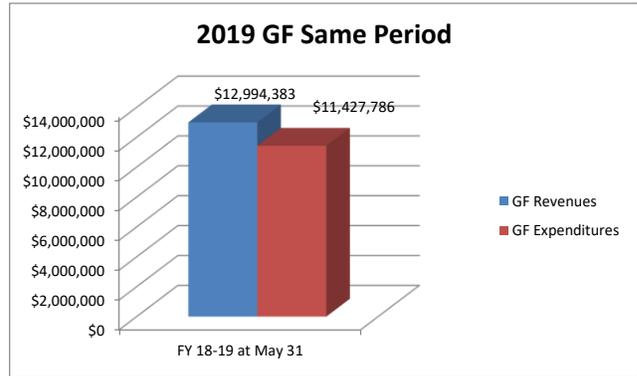
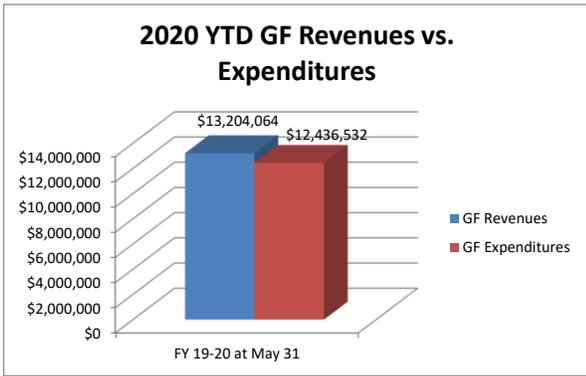




# Financial Report



## Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**May 31, 2020**  
**Gauge: 11/12 or 91 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	\$ 5,686,622	\$ 6,276,000	\$ 6,395,475
Motor Vehicle Taxes	Monthly	525,636	505,000	549,473
Utility Franchise Taxes	Quarterly	740,754	975,000	736,071
Local Option Sales Taxes	Monthly	1,994,026	2,400,000	2,042,826
Aquatic and Other Recreation	Monthly	690,840	738,000	510,225
Sanitation (Includes Penalties)	Monthly	1,137,435	1,335,300	1,143,752
Grants		390,682	361,710	326,158
All Other Revenues		1,478,274	1,455,846	1,500,084
Loan Proceeds		88,500	-	-
Transfers (Electric and Fire Dist.)		261,614	261,214	-
Fund Balance Appropriated		-	1,673,056	-
<b>Total</b>		<b>\$ 12,994,383</b>	<b>\$ 15,981,126</b>	<b>\$ 13,204,064</b>

Expenditures	Actual to Date	Budget	Actual to Date
	FY '18-19	FY '19-20	FY '19-20
General Gov.-Governing Body	\$ 374,408	\$ 485,275	\$ 397,472
Non Departmental	819,634	957,239	760,781
Debt Service	1,003,307	939,258	843,342
Finance	88,504	115,611	89,493
Planning	426,142	455,835	281,577
Police	2,980,455	4,073,619	3,147,966
Fire	1,952,598	2,221,368	1,908,746
EMS	5,920	-	-
General Services/Public Works	422,833	635,840	498,683
Streets	407,863	1,664,521	1,217,953
Motor Pool/Garage	71,405	103,816	89,732
Powell Bill	229,589	333,815	62,967
Sanitation	992,333	1,329,765	1,039,319
Parks and Rec	782,858	1,445,453	1,275,261
SRAC	845,700	981,173	790,239
Sarah Yard Center	24,237	47,000	33,001
Contingency	-	191,538	-
Appropriations/Contributions	-	-	-
<b>Total</b>	<b>\$ 11,427,786</b>	<b>\$ 15,981,126</b>	<b>\$ 12,436,531</b>

YTD Fund Balance Increase (Decrease) - -

**WATER AND SEWER FUND**

<b>Revenues</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Water Charges	\$ 2,278,041	\$ 2,852,000	\$ 2,316,350
Water Sales (Wholesale)	1,285,582	\$ 1,400,000	\$ 1,530,646
Sewer Charges	3,658,875	4,180,000	3,747,225
Penalties		75,000	54,895
Tap Fees	3,365	2,500	10,800
Other Revenues (Includes Penalties for FY18-19)	132,572	35,400	86,389
Grants	148,087	-	500,000
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	132,941	-
Total	<u>\$ 7,506,522</u>	<u>\$ 8,677,841</u>	<u>\$ 8,246,305</u>

<b>Expenditures</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Water Plant ( <b>Less Transfers</b> )	\$ 1,500,412	\$ 1,980,216	\$ 1,589,248
Water Distribution/Sewer Coll ( <b>Less Transfers</b> )	3,908,571	4,553,441	3,690,367
Transfer to General Fund	-	-	-
Transfer to W/S Capital Proj. Fund	1,467,000	1,250,000	1,250,000
Debt Service	1,382,893	653,574	653,714
Contingency	-	240,610	-
Total	<u>\$ 8,258,876</u>	<u>\$ 8,677,841</u>	<u>\$ 7,183,329</u>

**ELECTRIC FUND**

<b>Revenues</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Electric Sales	\$ 12,375,218	\$ 16,550,000	\$ 12,720,303
Penalties	122,615	150,000	91,935
All Other Revenues	161,028	156,000	190,289
Grants	15,074		-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	100,000	-
Total	<u>\$ 12,673,935</u>	<u>\$ 16,956,000</u>	<u>\$ 13,002,527</u>

<b>Expenditures</b>	<b>Actual to Date FY '18-19</b>	<b>Budget FY '19-20</b>	<b>Actual to Date FY '19-20</b>
Administration/Operations	\$ 1,694,502	\$ 2,363,740	\$ 1,994,115
Purchased Power - Non Demand	3,949,203	12,750,000	4,091,875

Purchased Power - Demand	5,187,496	-	5,528,244
Purchased Power - Debt	963,480	-	1,059,827
Debt Service	351,278	351,279	351,307
Capital Outlay	-	120,000	112,826
Contingency	-	332,481	-
Transfers to Electric Capital Proj Fund	1,100,000	950,000	950,000
Transfer to Electric Capital Reserve		-	-
Transfers to General Fund	86,214	88,500	-
Total	<u>\$ 13,332,173</u>	<u>\$ 16,956,000</u>	<u>\$ 14,088,194</u>

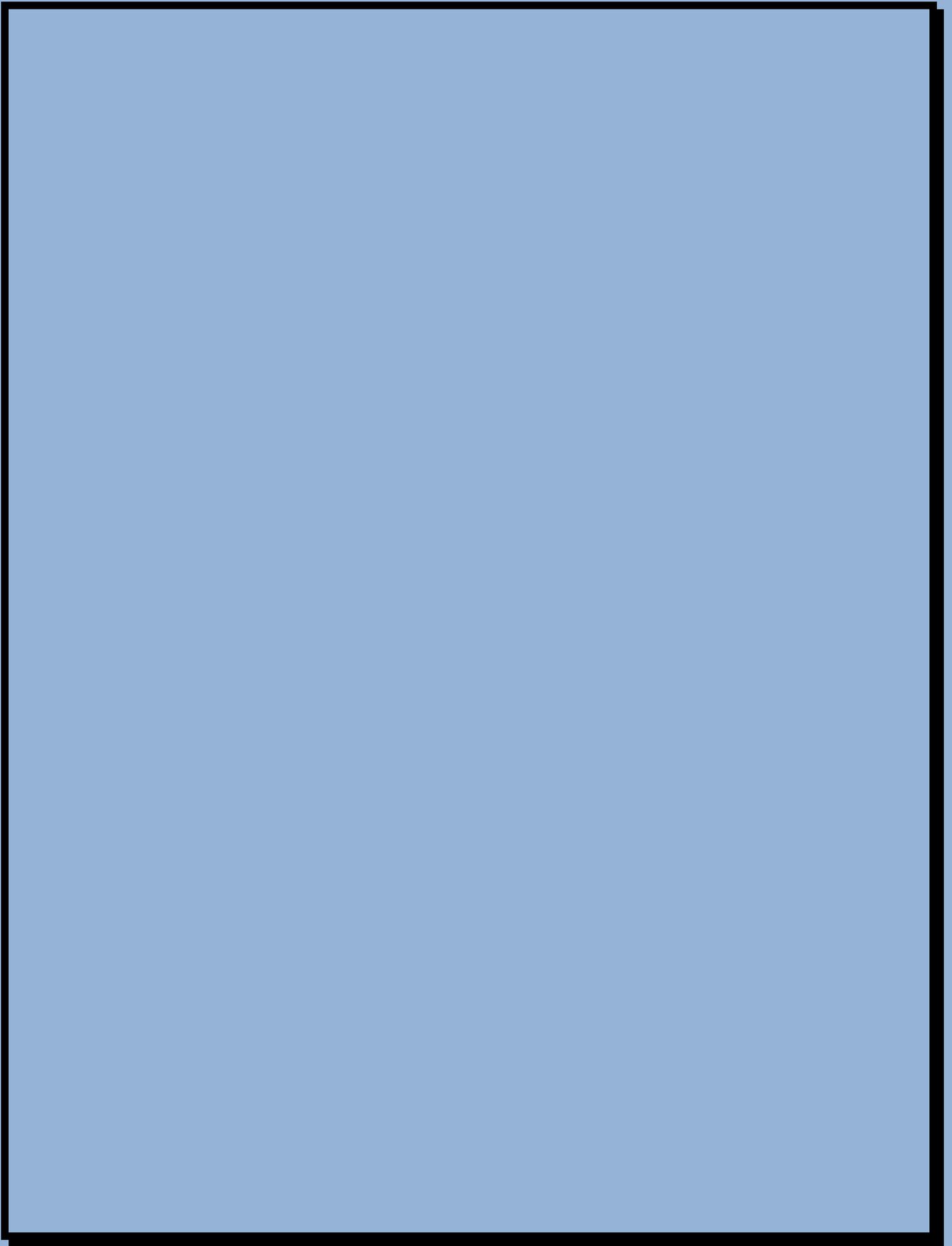
**CASH AND INVESTMENTS FOR APRIL**

General Fund (Includes P. Bill)	12,820,985		
Water and Sewer Fund	7,936,744		
Electric Fund*	10,164,081		
JB George Endowment (40)	134,392		
Water Plant Expansion (43)	2,602,631		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	1,014,285		
Capital Project Fund: General (46)	1,168,999		
Capital Project Fund: Electric (47)	1,025,010	1st CITIZENS	30,385,415
FEMA Acquisitions and Elevations	(94,606)	NCCMT	2,389,504
Firemen Relief Fund (50)	109,461	KS BANK	3,716,217
Fire District Fund (51)	260,385	UNITED COMM	1,290,135
General Capital Reserve Fund (72)	181,008	PNC BANK	-
Total	<u>\$ 37,781,271</u>		<u>\$ 37,781,271</u>

\*Plug

**Account Balances Confirmed By Finance Director on 6/19/2020**

# Department Reports





# Staff Report

Department Report: Annual 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 May/June 2020.

## Action Requested

No action requested.

## Smithfield Economic Development Implementation Activities APR/JUN20

1. Economic Development Plan of Work/Strategic Plan – Tim and Rocky discussed the elements of an update of the Strategic Plan that was done in 2014. The goal is to benchmark progress in the implementation of the action items from that plan, identify current trends, conditions, opportunities, and threats, and lay out a course moving forward including action steps. The first task will be to conduct an Asset and Barrier (A & B) Analysis, or to use old terms, a SWOT analysis. Input for the A & B analysis will be gathered both internally and externally and will include:

- Interviews
  - Leadership
    - Town -including the mayor, council members, and manager
    - Business
    - Civic
    - Community
  - Allies
    - Chris Johnson
    - JCC
    - EDPNC
- Focus Groups – two, with members of the community
- Survey – on-line

How these interviews and meetings will be conducted will be determined as guidelines for such activities is developed. However, we have conducted several meeting, interviews, etc. via electronic means and will do so with these if so warranted. The survey questionnaire is in the process of being developed.

Other elements of the planning process will include: a verification of the town’s target industry sectors, a comparative analysis of the product inventory, and a review of the BRE program.

2. Product Inventory – Tim and Rocky discussed the need to identify additional properties to add to the town’s product inventory, that is sites and buildings. Two former certified sites, the Hill Industrial Park and the Wellons-Howell Industrial Park are no longer available for industrial uses. The Hill property was sold and is no longer available and the Wellons-Howell property has been rezoned with a focus of attracting high density housing. Several sites were identified that have potential for development for specific sectors. In addition, as it is believed that companies in the Informational Technology (IT) sector are valid targets for the town, buildings that could be adapted for use by such companies were identified. The properties included:

- Sites
  - Industrial – five properties
  - Commercial – three properties
- Buildings – (IT sector) two buildings

3. Program Development - attended the Triangle J BRE (Business Retention and Expansion) webinar. The webinar focused on supporting small business during the COVID-19 pandemic. Several presentations were made by local developers about various loan programs, and how they were being employed in their respective communities. Some of the programs were from federal and state sources, i.e. USDA, NC Rural Center, etc., and some were developed internally. Smithfield has an internally developed program through the DSDC. The presentations included, terms conditions, limits, and permitted uses of loan funds. At the end of the session, the consensus of the group was that an economic development committee would be of value with regular meetings to discuss issues, share success stories, and further strengthen relationships. One issue that was identified as a topic for a future meeting/webinar was small business/entrepreneur development.
4. Downtown Development - Johnston Hotel. The DSDC's option on the hotel has expired and the property has been listed with Perry Harris. Perry has had several discussions with town leadership including Tim. Tim and Rocky discussed what incentives may be available to facilitate the redevelopment of the building, primarily to overcome the initial acquisition cost. Rocky will develop a list of the major incentives that could be brought to bear on the initiative.
5. Internal/External Marketing – the promotional booklet is nearly ready to be printed needing only information on a few local expansions. Rocky will research those investment figures and forward them as soon as possible.
6. Downtown Development - Johnston Hotel. Sarah Edwards, Tim, and Rocky discussed the new developments with the hotel property and next steps. Sarah stated that while the DSDC's option had expired, it could be renewed. Further she stated that the owners were open to various options to move the project forward including taking an equity position in the renovated building. The listing of the property with Perry Harris is a definite positive and it adds another partner in pushing the project. The list of incentives that was developed was reviewed and a couple others were discussed. The question remains as to what can be done, and what the town is willing to support. Some questions have arisen as to the town's ability, statutorily, to offer certain incentives, and how to structure the deal. Rocky recommended discussing the issue with Ernie Pearson, who has structured more incentive packages, working on both sides of the negotiations, having been engaged by communities and companies, than anyone else in North Carolina. It was agreed that a presentation of alternatives of what can be done to facilitate the renovations should be made to town council, and they then can make a decision as to what they are willing to support. Sarah will contact Ernie to discuss potential incentives, how to structure the deal, and the presentation.
7. Downtown Development – Brewery recruitment. Sarah, Tim, and Rocky discussed the situation with the Brewery recruitment. Due to COVID-19 issues, this effort has ground to a halt. It was agreed that an aggressive recruitment effort would be impossible until the current situation has improved. Having said that, we will continue to make inquiries and follow-up on leads.



**FINANCE DEPARTMENTAL REPORT FOR MAY, 2020**

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

Daily Collections/Property Taxes/Other.....	\$2,065,096
Franchise Tax.....	0
Sales & Use Tax.....	208,656
Powel Bill.....	0
<b>Total Revenue</b>	<b>\$2,273,752</b>

Expenditures: General, Water, and Electric.....\$2,534,124

**FINANCE:**

- Compiled and submitted monthly retirement report on 5/29/2020
- Issued 71 purchase orders
- Processed 859 vendor invoices for payment and issued 580 accounts payable checks
- Prepared and processed 3 regular payrolls and remitted federal and state payroll taxes on 5/1, 5/15 and 5/29/2020
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Sent 0 past due notices for delinquent privilege license
- Issued 1 peddler license
- Sent 4 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 7 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$26,373.11 (EMS = \$6,047.99; SRAC = \$4,236.76; Utility= \$16,088.36; and Other = \$0).
- Invoiced 3 grave opening for a total of \$2,100.00.
- Invoiced Johnston Community College and Johnston County Schools for Police Security
- Earned \$1,307.02 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$5,148.49 in credit/debit/Tyler card fees, but earned \$5,042.71 in convenience fees

**FINANCE DIRECTOR**

- Attended Town Council Meeting via conference call on May 5, 2020
- Attended budget meetings with council on May 5, 6, 14 and 18, 2020
- Attended Department Head Meetings on May 4 and 19, 2020
- Completed Utilities Commission Report on past due accounts per Executive Order 124
- Participated in UNC SOG EO124 webinar on past due accounts payment plan options
- Renewed KS Bank Certificate of Deposit on \$291,100.42 for 12 months at 0.65 percent
- Prepared some 330 door hangers for distribution to past due customers



# Planning Department Development Report

Wednesday, June 24, 2020

Project Name: **TIMA LLC**

Request: Rezone From PUD To B-3

Location Buffalo Road

Tax ID#: PIN#:

Project Status **In First Review**

Notes: Southeast quadrant of Buffalo Rd and M Durwood Stephenson Pkwy

### Map Amendment 2020-04

Submittal Date: 6/17/2020

Planning Board Review: 7/2/2020

Board of Adjustment Review:

Town Council Hearing Date: 8/4/2020

Approval Date:

Project Name: **Twin Oaks**

Request: 20 lot subdivision

Location Will Drive

Tax ID#: 15J11008M PIN#: 260300-46-0287

Project Status **In First Review**

Notes: TC review scheduled for 8/4/2020

### Subdivision 2020-02

Submittal Date: 6/5/2020

Planning Board Review: 7/9/2020

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **Smithfield Living Facility**

Request: 83 Unit Assisted Living Facility

Location Kellie Drive

Tax ID#: 14075022D PIN#: 260405-09-8645

Project Status **In First Review**

Notes: SUP scheduled for Public hearing on 7/7/2020

### Site Plan 2020-07

Submittal Date: 6/5/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **JCC Engineering Building**

Request: 46,365 square foot educational facility

Location 245 College Road

Tax ID#: 15K10199F PIN#: 159308-87-5887

Project Status **First Review Complete**

Notes: Scheduled for public hearing on 7/7/2020

### Special Use 2020-06

Submittal Date: 5/19/2020

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date: 7/7/2020

Approval Date:

Project Name: **JCC Engineering Building**  
 Request: 46,365 square foot educational facility  
 Location 245 College Road  
 Tax ID#: 15K10199F PIN#: 159308-87-5887  
 Project Status First Review Complete  
 Notes:

<b>Site Plan 2020-06</b>	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Starling Law Office**  
 Request: Sign Variance  
 Location 405 East Market Street  
 Tax ID#: 15020051 PIN#: 169419-51-0490  
 Project Status Approved  
 Notes: To allow for the reconstruction of a nonconforming sign.

<b>Variance 2020-03</b>	
Submittal Date:	5/15/2020
Planning Board Review:	
Board of Adjustment Review:	5/28/2020
Town Council Hearing Date:	
Approval Date:	5/28/2020

Project Name: **Mosquito Squad**  
 Request: Amend UDO to allow for pest control in the LI zoning district  
 Location 104 Airport Industri Drive  
 Tax ID#: 15J08017F PIN#: 168500-04-8569  
 Project Status In First Review  
 Notes: Recommended for approval by PB on 6/4/2020

<b>Text Amendment 2020-01</b>	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

Project Name: **Twin Creeks Cluster Subdivision**  
 Request: SUP to allow for a 28 lot cluster subdivision  
 Location Galilee Road  
 Tax ID#: 15I09011B PIN#: 167300-56-5565  
 Project Status Second Review Complete  
 Notes: To allow for the use of the cluster subdivision provisions

<b>Special Use 2020-01</b>	
Submittal Date:	5/1/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	6/2/2020
Approval Date:	6/2/2020

Project Name: **Kiddie College R-8 to OI**  
 Request: Amend zoning map to eliminate nonconforming use  
 Location 304 Canterbury Road  
 Tax ID#: 15004023A PIN#: 260413-14-2680  
 Project Status In First Review  
 Notes: Recommended for approval by PB on 6/4/2020

<b>Map Amendment 2020-03</b>	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

Project Name: **True Hotel**  
 Request: 4 Story Hotel  
 Location 167 South Equity Drive  
 Tax ID#: 15008046c PIN#: 260417-10-4438  
 Project Status Approved  
 Notes:

<b>Site Plan 2020-04</b>	
Submittal Date:	4/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/1/2020

Project Name: **Burger King**  
 Request: Building Remodel / Drive Thru Reconfiguration  
 Location 1932 East Market Street  
 Tax ID#: 15L11001C PIN#: 260305-09-9223  
 Project Status Approved  
 Notes: Revised drive-thru. Landscaping and sidewalk along East Market Street

<b>Site Plan 2020-05</b>	
Submittal Date:	4/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Smithfield Independent Living**  
 Request: 83 unit Assisted Living Facility  
 Location Kellie Drive  
 Tax ID#: 14075022D PIN#: 260503-00-6120  
 Project Status Scheduled for Public Hearing  
 Notes:

<b>Special Use 2020-05</b>	
Submittal Date:	4/28/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	

Project Name: **JoCo Correctional Facility**  
 Request: Site Plan Approval  
 Location East US 70 Business Highway  
 Tax ID#: 15L11011 PIN#: 260300-67-6920  
 Project Status First Review Complete  
 Notes: Awaiting revised drawings

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

Project Name: **East River Phase II**  
 Request: 32 lot division / Construction Plan Review  
 Location Buffalo Road  
 Tax ID#: 14075013 PIN#: 169520-80-3415  
 Project Status Approved  
 Notes: Construction not yet started

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

Project Name: **Johnston Animal Hospital**  
 Request: Free Standing Facility  
 Location 826 North Brightleaf Boulevard  
 Tax ID#: 15005038 PIN#: 260413-02-5950  
 Project Status Approved  
 Notes: Site Plan Approved

<b>Site Plan 2020-01</b>	
Submittal Date:	1/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/24/2020

Project Name: **Johnston Regional Airport FBO**  
 Request: FBO Hanger Addition  
 Location 3149 Swift Creek Road  
 Tax ID#: 15079017D PIN#: 168500-12-1015  
 Project Status Approved  
 Notes: Under Construction

<b>Site Plan 2019-04</b>	
Submittal Date:	5/22/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/22/2019

Project Name: **College Plaza**  
 Request: Retail Center  
 Location 1547 East Market Street  
 Tax ID#: 15K10023L PIN#: 169308-99-5886  
 Project Status **Approved**  
 Notes: Final Site Inspection completed with comments

<b>Site Plan 2018-10</b>	
Submittal Date:	8/9/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	2/19/2019

Project Name: **Hampton Inn**  
 Request: Free Standing Hotel  
 Location 160 Towne Centre Place  
 Tax ID#: 15L11001G PIN#: 260305-08-5727  
 Project Status **Approved**  
 Notes: Under Construction

<b>Site Plan 2018-08</b>	
Submittal Date:	8/7/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/28/2019

Project Name: **East River Phase 1**  
 Request: 40 lot division  
 Location 1899 Buffalo Road  
 Tax ID#: 14075013 PIN#: 169520-80-0490  
 Project Status **Approved**  
 Notes: Final Site Inspection Not Yet Completed

<b>Subdivision 2018-01</b>	
Submittal Date:	7/9/2018
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	2/12/2019

Project Name: **Tires and Wheels**  
 Request: Auto Repair  
 Location 2134 South Brightleaf Boulevard  
 Tax ID#: 15A61047D PIN#: 168320-91-1779  
 Project Status **Approved**  
 Notes: Under Construction

<b>Site Plan 2017-09</b>	
Submittal Date:	8/8/2017
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/8/2018



**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 May 2020**

Zoning	Land Use	Permit Fees	Permits Issued
		500.00	5
Site Plan	Minor Site Plan	\$200.00	5
Zoning	Sign	\$300.00	6
Report Period Total:		\$1,000.00	16
Fiscal YTD Total:		\$15,650.00	247

Z20-000062	Zoning	Sign	TNT Fireworks	1299 North Brightleaf Boulevard
Z20-000061	Zoning	Sign	Upward Change Wall Sign	210 Peedin Road
SP20-000037	Site Plan	Minor Site Plan	36 x 30 accessory structure	223 W Meadowbrook Dr
SP20-000038	Site Plan	Minor Site Plan	46 x 21 swimming pool	304 N Third St
Z20-000063	Zoning	Sign	Metro by T-Mobile	819 N Brightleaf Blvd
Z20-000064	Zoning	Sign	Greenhouse Family Registry	121 Kellie Dr
SP20-000041	Site Plan	Minor Site Plan	Deacon Jones Lighting Plan	1109 N Brightleaf Blvd
Z20-000065	Zoning	Sign	Schultze	1640 Booker Dairy Rd
Z20-000066	Zoning	Sign	Salon 12/20 & Boutique	129 N Second St
SP20-000042	Site Plan	Minor Site Plan	Accessory Structure	2525 Buffalo Rd
SP20-000043	Site Plan	Minor Site Plan	Class B Manufactured Home	1218 Barbour Rd
Z20-000067	Zoning	Land Use	Caliber Auto Glass	1621 S Brightleaf Blvd
Z20-000068	Zoning	Sign	Caliber Auto Glass	1621 S Brightleaf Blvd
Z20-000069	Zoning	Land Use	American Tower Antenna Swap	2317 S Brightleaf Blvd
Z20-000070	Zoning	Land Use	The Dinner	314 E Market St
Z20-000071	Zoning	Land Use	Breeze Thru # 30007	703 E Market St
Z20-000072	Zoning	Land Use	101 Smoke Shop, LLC	600-B S Brightleaf Blvd



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

**I. STATISTICAL SECTION**

Month Ending May 31, 2020	May 2020	May 2019	Total 2020	Total 2019	YTD Difference
Calls for Service	1373	1684	7304	8208	-904
Incident Reports Completed	131	144	566	699	-133
Cases Closed	94	100	419	479	-60
Accident Reports	48	83	258	366	-108
Arrest Reports	93	83	340	451	-111
Burglaries Reported	1	9	23	31	-8
Drug Charges	32	29	119	153	-34
DWI Charges	7	4	31	35	-4
Citations Issued	105	135	626	829	-203
Speeding	20	31	172	170	2
No Operator License	19	19	88	194	-106
Registration Violations	7	18	78	99	-21

**II. PERSONNEL UPDATE**

The police department is currently short 4 positions . The Smithfield Housing Authority decided to not renew the Housing Authority Officer position after the promotion of Sgt. Smith. Officer Watts and Officer Carroll just completed Basic Law Enforcement training and have joined the force, they will be sworn in as soon as paperwork is completed by Training and Standards. Two backgrounds are being completed at this time for possible new hires.

**III. MISCELLANEOUS**

Mandatory in-service training was continued in May, with most courses be completed on line. Officers have not been involved in community events during the month of May due to COVID-19.

## REPORTED UCR OFFENSES FOR THE MONTH OF MAY 2020

PART I CRIMES	May		+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2019	2020			2019	2020		
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	1	0	-1	-100%
ROBBERY	0	0	0	N.C.	4	4	0	0%
Commercial	0	0	0	N.C.	1	0	-1	-100%
Individual	0	0	0	N.C.	3	4	1	33%
ASSAULT	3	3	0	0%	34	18	-16	-47%
* VIOLENT *	3	3	0	0%	39	22	-17	-44%
BURGLARY	9	0	-9	-100%	29	19	-10	-34%
Residential	7	0	-7	-100%	22	12	-10	-45%
Non-Resident.	2	0	-2	-100%	7	7	0	0%
LARCENY	30	29	-1	-3%	123	151	28	23%
AUTO THEFT	1	1	0	0%	8	6	-2	-25%
ARSON	0	0	0	N.C.	0	3	3	N.C.
* PROPERTY *	40	30	-10	-25%	160	179	19	12%
PART I TOTAL:	43	33	-10	-23%	199	201	2	1%
PART II CRIMES								
Drug	20	20	0	0%	121	79	-42	-35%
Assault Simple	9	15	6	67%	35	30	-5	-14%
Forgery/Counterfeit	1	4	3	300%	12	23	11	92%
Fraud	6	11	5	83%	38	34	-4	-11%
Embezzlement	0	1	1	N.C.	0	7	7	N.C.
Stolen Property	1	0	-1	-100%	4	2	-2	-50%
Vandalism	5	8	3	60%	29	24	-5	-17%
Weapons	0	1	1	N.C.	1	4	3	300%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	0	2	2	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	4	4	0	0%
D. W. I.	4	8	4	100%	39	32	-7	-18%
Liquor Law Violation	0	0	0	N.C.	4	5	1	25%
Disorderly Conduct	0	0	0	N.C.	6	0	-6	-100%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	1	1	0	0%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	42	26	-16	-38%	166	96	-70	-42%
PART II TOTAL:	89	95	6	7%	460	343	-117	-25%
GRAND TOTAL:	132	128	-4	-3%	659	544	-115	-17%

N.C. = Not Calculable



**Town of Smithfield  
Fire Department  
May 2020**

**I. Statistical Section**

Responded to	2020 May	May IN	May OUT	2019 May	2020 IN	2020 OUT	2020 YTD	2019 YTD
<b>Total Structure Fires Dispatched</b>	8	4	4	14	20	28	48	53
*Confirmed Structure Fires (Our District)*	1	4	0	6	15	0	15	15
*Confirmed Structure Fires (Other Districts)*	0	0	4	4	0	16	16	18
<b>EMS/Rescue Calls</b>	71	64	7	128	426	33	462	630
<b>Vehicle Fires</b>	4	3	1	0	6	4	10	3
<b>Motor Vehicle Accidents</b>	22	17	5	12	68	16	84	92
<b>Fire Alarms (Actual)</b>	5	5	0	11	27	1	28	49
<b>Fire Alarms (False)</b>	5	5	0	6	55	2	57	51
<b>Misc./Other Calls</b>	21	16	5	27	103	21	124	123
*Mutual Aid (Received)*	1	0	0	5	0	0	22	20
*Mutual Aid (Given)*	3	0	0	7	0	0	25	31
*Overlapping Calls (Calls at the same time)*	25	0	0	45	0	0	151	214
<b>TOTAL EMERGENCY RESPONSES</b>	<b>129</b>	<b>111</b>	<b>18</b>	<b>194</b>	<b>700</b>	<b>89</b>	<b>789</b>	<b>981</b>

\* 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**).

	May	YTD
Fire Inspections/Compliance Inspections	40	116
Public Fire Education Programs	0	1
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	1	22
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	8	46
Re-Inspections	0	26

**II. Major Revenues**

	May	YTD
<b>Inspections</b>	<b>\$975.00</b>	\$4,250.00
<b>False Alarms</b>	<b>\$200.00</b>	\$1,300.00
<b>Fire Recovery USA</b>	<b>\$196.00</b>	\$592.00
<b>EMS Debt Setoff</b>	<b>\$63.53</b>	\$5,600.23

**Major Expenses for the Month:**

**III. Personnel Update:**

**IV. Narrative of monthly departmental activities:**

- Due to the COVID-19 all special events were cancelled.
- We have been participating in many birthdays and other ride by with the fire trucks, in the place of the special events.

**Town of Smithfield  
Public Works Department  
May 31, 2020**



173 Total Work Orders completed by the Public Works Department

4 Burials, at \$700.00 each = \$2,800.00

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

\$0.00 Sunset Cemetery Lot Sales

\$0.00 Riverside Extension Cemetery Lot Sales

478.01 tons of household waste collected

150 tons of yard waste collected

4.74 tons of recycling collected

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



**I. Statistical Section**

- 4 \_\_\_ Burials
- 2 \_\_\_ Works Orders – Buildings & Facilities Division
- 14 \_\_\_ Work Orders – Grounds Division
- 46 \_\_\_ Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$0.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$2,800.00
Total Revenue:	\$2,800.00

**III. Major Expenses for the Month:**

None for the month

**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. All public events canceled due to COVID-19.

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



**I. Statistical Section**

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 9.09 Tons of Asphalt was placed in 4 large pothole area.
- d. 825LF of storm drain line was cleaned.
- e. 9 Work Orders – 930lbs. of Cold Patch was used for 35 Potholes.

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

\$690.00 to Core and Main for pallet of Perma Patch, \$1,432.65 to NC Department of Public Safety for stop signs and street blade blanks, \$700.00 to Smithfield Sign Design for Street blades on Durwood Stephenson Parkway, \$1,000.00 to Zones Inc. for new computer.

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

All public events canceled due to COVID-19.

**Town of Smithfield  
Public Works Department  
May 2020 Drainage Report**

Location: Hood Street between Vermont and Crescent.  
 Starting Date: 5/4/2020  
 Completion Date: 5/4/2020  
 Description: Cleaned 825LF of storm drainpipe.  
 Man-hours: 4hrs.  
 Equipment: Jet truck plus hand tools.  
 Materials: NA

Location: Durwood Stephenson Parkway at intersections of NBL, Kellie Dr., White Oak, Buffalo and W Market Street.  
 Starting Date: 5/4/2020  
 Completion Date: 5/5/2020  
 Description: Installed new street blades at intersections of roadways.  
 Man-hours: 10hrs.  
 Equipment: 412 plus hand tools.  
 Materials: 10 street blades, 4 8ft u-channel poles plus hardware.

Location: 307 E Woodall, S 3<sup>rd</sup> Street beside Travel Odyssey, S 2<sup>nd</sup> Street beside spring branch, S 5<sup>th</sup> and Church, S 5<sup>th</sup> beside Police Dept, Woodall and SBL, 115 E Riverside, Rand Street, 2<sup>nd</sup> Ave lot and right of ways, West Street dead end, MLK and College Rd, Blount Street, Broadway, Old Goldsboro Road, N 4<sup>th</sup>, Front Street, Bridge Street, Johnston Street,  
 Starting Date: 5/6/2020  
 Completion Date: 5/28/2020  
 Description: Cut Town lots, FEMA lots and right of ways.  
 Man-hours: 38hrs.  
 Equipment: Scag mowers, Bobcat tractor with bush hog plus hand tools.  
 Materials: NA

Location: Hancock Street between N 3rd and N 4th, Futrell Way and Massey, intersection of Collier and Massey, Flowers and Hartley, Aspen, Heath Ave and SBL, Hood and SBL, 115 w Caroline Ave, West and North Ave, Third Ave and Midway, 75 Brookwood, 407 E Rose, Rogers Circle, Flowers Street, S 7<sup>th</sup> Street between Johnston and Church.  
 Starting Date: 5/7/2020  
 Completion Date: 5/28/2020  
 Description: Cut back vegetation from sidewalks, streets and signs.  
 Man-hours: 25.5hrs.  
 Equipment: 905, 300 plus dump trailer and hand tools.  
 Materials: NA

Location: 55 Brookwood, 230 Hospital Road, MLK and Furlong, Fayetteville and Futrell Way.  
Starting Date: 5/13/2020  
Completion Date: 5/13/2020  
Description: Repaired four bad areas in roadway with I2 asphalt.  
Man-hours: 21hrs.  
Equipment: 420 Cat backhoe, 408 Flatbed, 412 plus hand tools.  
Materials: 9.09 tons of I2 asphalt.

Location: 145-230-250-270-735 Equity Drive, 350 E Market, 1051 Outlet Center Drive, North Street and Buffalo, 110 W Caroline Ave.  
Starting Date: 5/14/2020  
Completion Date: 5/28/2020  
Description: Repaired 35 potholes.  
Man-hours: 6hrs.  
Equipment: 412 plus hand tools.  
Materials: 15.5 bags of cold patch.

Location: 104 NBL, 208 Collier, 1108 Fuller, 306 MLK, 817 Martin.  
Starting Date: 5/15/2020  
Completion Date: 5/20/2020  
Description: Cut reported nuisance lots for planning dept.  
Man-hours: 22hrs.  
Equipment: 905, 300, dump trailer, 2 scag mowers plus hand tools.  
Materials: NA

Location: 2117 Buffalo Road  
Starting Date: 5/18/2020  
Completion Date: 5/18/2020  
Description: Removed pile of debris left by utility department.  
Man-hours: 1hr.  
Equipment: 313 knuckle boom.  
Materials: NA

Location: Downtown.  
Starting Date: 5/21/2020  
Completion Date: 5/21/2020  
Description: Put up flags for Memorial Day.  
Man-hours: 3hrs.  
Equipment: 412 plus ladder.  
Materials: NA

Location: 204 Shady Lane.  
Starting Date: 5/21/2020  
Completion Date: 5/21/2020  
Description: Cleaned 100LF of ditch bank for positive drainage.  
Man-hours: 4hrs.  
Equipment: 420 Cat backhoe, 408 flatbed plus hand tools.  
Materials:

Location: Laurel Drive and Lakeside, N Rodgers and Milton, McCullers and Stancil, Sunset and Wilson Mills, McCullers and Pace.  
Starting Date: 5/22/2020  
Completion Date: 5/28/2020  
Description: Replaced faded stop signs at intersections.  
Man-hours: 2hrs.  
Equipment: 412 plus hand tools.  
Materials: Five 30x30 stop signs plus hardware.

Location: 207 Pace Street.  
Starting Date: 5/26/2020  
Completion Date: 5/26/2020  
Description: Installed driveway culvert (resident purchased) and backfilled.  
Man-hours: 6hrs.  
Equipment: 420 Cat backhoe, 408 flatbed plus hand tools.  
Materials: One yard of 57 stone, one yard of fill dirt.

Location: 1214 S Vermont Street.  
Starting Date: 5/27/2020  
Completion Date: 5/27/2020  
Description: Repaired sinkhole in drain line near curb.  
Man-hours: 6hrs.  
Equipment: 420 Cat backhoe, 312 pickup plus hand tools.  
Materials: Four 50lbs. bags of concrete, ¼ yard of 57 stone, ½ yard of topsoil.

Location: 32 Pinecrest.  
Starting Date: 5/28/2020  
Completion Date: 5/28/2020  
Description: Removed obstructions from ditch bank for positive drainage.  
Man-hours: 2.5hrs.  
Equipment: 420 Cat backhoe, 408 flatbed plus hand tools.  
Materials: NA

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



**I. Statistical Section**

- 1 Preventive Maintenances
- 12 North Carolina Inspections – In house
- 3 North Carolina Inspections – Outsourced
- 32 Work Orders

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

None for the month

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

The shop employee performed preventive maintenances on all Town owned generators.

**Town of Smithfield**  
**Public Works Sanitation Division**  
**Monthly Report**  
**May 31, 2020**



**I. Statistical Section**

The Division collected from approximately 4158 homes, 4 times during the month

- a. Sanitation forces completed 33 work orders
- b. Sanitation forces collected tons 478.01 of household waste
- c. Sanitation forces disposed of 75 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 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.94 tons of recyclable plastic
- h. Recycled 1860 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 0 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

**II. Major Revenues**

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

**III. Major Expenses for the Month:**

Spain Farms Nursery was paid \$2475.00 for disposal of yard waste and debris. Carolina Freightliner was paid \$582.19 for repairs to 313 knuckle boom for Dyer air and valve kit.

**IV. Personnel Update:**

Seth Wall was hired as Sanitation Equipment Operator on 5/20/2020  
Public Works continued to utilize Mitchell Temporary services for the month of May.

**V. Narrative of monthly departmental activities:**

All public events canceled due to COVID-19 in accordance with the Governor's edict.

Community Service Workers worked 0 hrs.



**MONTHLY REPORT FOR MAY, 2020**

<b>PROGRAMS STATISTICS</b>	<b>MAY, 2020</b>		<b>MAY, 2019</b>	
NUMBER OF PROGRAMS	0		12	
TOTAL ATHLETICS PARTICIPANTS	0		578	
TOTAL NON/ATHLETIC PARTICIPANTS	0		165	
NUMBER OF GAMES PLAYED	0		115	
TOTAL NUMBER OF PLAYERS (GAMES)	0		2732	
NUMBER OF PRACTICES	0		30	
TOTAL NUMBER OF PLAYER(S) PRACTICES	0		384	
SARAH YARD COMMUNITY CENTER VISITS	0		278	
	<b>MAY, 2020</b>	<b>19/20 FY YTD</b>	<b>MAY, 2019</b>	<b>18/19 FY YTD</b>
PARKS RENTALS	0	219	40	401
USERS (PARKS RENTALS)	0	9363	3548	20138
<b>TOTAL UNIQUE CONTACTS</b>	<b>0</b>		<b>7,107</b>	
	<b>MAY, 2020</b>	<b>19/20 FY YTD</b>	<b>MAY, 2019</b>	<b>18/19 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
PARKS AND RECREATION REVENUES	\$ (3,500.00)	\$ 51,858.00	\$ 15,182.00	\$ 75,416.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 66,932.00	\$ 641,180.00	\$ 77,709.00	\$ 670,689.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 24,451.00	\$ 262,870.00	-	\$ 112,168.00
SYCC EXPENDITURES	\$ 12,855.00	\$ 33,000.00		

**PROGRAMS AND FACILITIES CLOSED DUE TO COVID-19**



## SRAC MONTHLY REPORT FOR MAY, 2020

<b>PROGRAMS STATISTICS</b>	<b>MAY, 2020</b>		<b>MAY, 2019</b>	
NUMBER OF PROGRAMS	0		26	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	0		4787	
	<b>MAY, 2020</b>	<b>19/20 FY YTD</b>	<b>MAY, 2019</b>	<b>18/19 FY YTD</b>
SRAC MEMBER VISITS	0	30700	4485	42081
DAY PASSES	0	6595	1635	9630
RENTALS (SRAC)	0	429	47	596
USERS (SRAC RENTALS)	0	30097	5365	39414
<b>TOTAL UNIQUE CONTACTS</b>	<b>0</b>		<b>16,272</b>	
	<b>MAY, 2020</b>	<b>19/20 FY YTD</b>	<b>MAY, 2019</b>	<b>18/19 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
SRAC REVENUES	\$ 928.00	\$ 428,932.00	\$ 95,615.00	\$ 605,776.00
SRAC EXPENDITURES	\$ 51,689.00	\$ 785,444.00	\$ 101,869.00	\$ 845,453.00
SRAC MEMBERSHIPS	2215		2608	
<b>FACILITY CLOSED DUE TC</b>				



**SMITHEFIELD**  
NORTH CAROLINA  
Utilities Department  
Monthly Report  
May 2020

- **Statistical Section**

- Electric CP Demand 18,599 Kw relative to April's demand of 14,341 Kw.
- Electric System Reliability for was 99.994%, with one (1) recorded outage; relative to April's 99.999%.
- Raw water treated on a daily average was 3.434 MG relative to 3.636 MG for April; with maximum demand of 4.753 MG relative to April's 4.994 MG.
- Total finished water to the system was 97.478 MG relative to April's 97.696 MG. Average daily for the month was 3.144 MG relative to April's 3.151 MG. Daily maximum was 4.263 MG (May 16<sup>th</sup>) relative to April's 4.360 MG. Daily minimum was 1.256 (May 21<sup>st</sup>), relative to April's 1.954 MG.

- **Miscellaneous Revenues**

- Water sales were \$220,011 relative to April's \$203,134
- Sewer sales were \$356,810 relative to April's \$337,279
- Electrical sales were \$1,006,407 relative to April's sales of \$1,032,988
- Johnston County Water purchases were \$121,070 for 55.032 MG relative to April's \$172,037 for 78.199 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$821,458 relative to April's \$693,995.
- Johnston County sewer charge was \$140,434 for 38.692 MG relative to April's \$120,844 for 33.444 MG.

- **Personnel Changes –**

- Josh Willis began employment, through a temporary service, as a Utility line Mechanic on May 11, 2020
- Chris Smith returned to work part-time (retired in March 2020) on May 4, 2020 as a Laborer
- Larry Thomas was terminated on May 29, 2020 as the Town Pump Station Mechanic



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

**I. Statistical Section**

- Street Lights repaired -11
- Area Lights repaired -4
- Service calls – 38
- Underground Electric Locates –138
- Poles changed out or installed -1
- Underground Services Installed -2

**II. Major Revenues**

- N/A

**III. Major Expenses for the Month:**

- N/A

**IV. Personnel Update:**

- The Utility Dept. had one Safety Meeting on heat stress.

**V. Miscellaneous Activities:**

- Contractors are continuing to work on the North Circuit.
- The Electrical Dept. is continuing to install services at East River Subdivision.
- Helped Street Dept. Install Flags for Memorial Day.



## WATER & SEWER

### MAY 2020 MONTHLY REPORT

● DISCONNECT WATER	3
● RECONNECT WATER	0
● TEST METER	4
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	7
● NEW/RENEW SERVICE INSTALLS	0
● LEAK DETECTION	12
● METER CHECKS	19
● METER REPAIRS	10
● WATER MAIN/SERVICE REPAIRS	6
● STREET CUTS	8
● REPLACE EXISTING METERS	4
● INSTALL NEW METERS	11
● FIRE HYDRANTS REPAIRED	2
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS	8
● CLEANOUTS INSTALLED	5
● INSPECTIONS	3
● CAMERA SEWER	2
● SEWER MAIN CLEANED	7699LF

- SERVICE LATERALS CLEANED                    455LF
- SERVICE CALLS                                    86
- LOCATES    145
  
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPING PUBLIC WORKS CLEANING STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

## MAJOR EXPENSES FOR THE MONTH OF MAY

- Having SLS#1 pumps rebuilt.

## PERSONNEL UPDATES

- Chris Smith returned part time.
- Josh Willis was hired.
- Larry Thomas did not show up last week of May, termination process has begun.
- Daniel Baker was hired to replace Chris Smith as Crew Leader.

## UPCOMING PROJECTS FOR THE MONTH OF JUNE

- None



## **MONTHLY WATER LOSS REPORT**

**MAY 2020**

**(3) - Meters with slow washer leaks**

**3/4" Line, 1/8" hole – 1 Day**

**3/4" Line, 1/8" hole – 3 Days**

**2" Line, 1/16" hole – 3 Days**

**(2) - 2" Line, 1/4" hole – 1 Day**

**2" Line, Full Shear – 2 Days**

**(2) - Fire Hydrant Leaking**

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	05/05/20	3.2	15	7965	10	North Street	05/20/20	2	15	17820	40
Computer Drive	05/05/20	3.2	15	31860	10	West Street	05/20/20	2	15	78030	50
Castle Drive	05/05/20	3.4	15	7965	10	Regency Drive	05/20/20	1.5	15	63720	60
Parkway Drive	05/05/20	3.2	15	63720	40	Randers Court	05/20/20	2	15	15930	40
Garner Drive	05/05/20	3	15	63723	40	Noble Street	05/20/20	1.5	15	15930	40
Hwy 210 LIFT ST.	05/05/20	2.8	15	15930	40	Fieldale Dr#1(L)	05/20/20	3	15	63720	40
Skyland Drive	05/05/20	3.4	15	7965	10	Fieldale Dr#2(R)	05/20/20	3	15	63720	40
Bradford Street	05/05/20	3.2	15	15930	10	Heather Court	05/20/20	2	15	15930	40
Kellie Drive	05/07/20	3	15	7965	10	Reeding Place	05/20/20	2	15	15930	40
Edgewater	05/07/20	2.6	15	7965	10	East Street	05/20/20	2	15	63720	40
Edgecombe	05/07/20	2.8	15	15930	40	Smith Street	05/20/20	2	15	63720	40
Valley Wood	05/07/20	3	15	63720	40	Wellons Street	05/20/20	1.5	15	63720	40
Creek Wood	05/07/20	3.2	15	63720	40	Kay Drive	05/21/20	2	15	38985	15
White Oak Drive	05/07/20	3.2	15	7965	10	Huntington Place	05/21/20	1.5	15	38985	15
Brookwood Drive	05/07/20	3	15	22515	5	N. Lakeside Drive	05/21/20	2	15	9750	15
Runnymede Place	05/11/20	3.2	15	31860	10	Cypress Point	05/21/20	2	15	34890	12
Nottingham Place	05/11/20	3.2	15	38985	10	Quail Run	05/21/20	1.5	15	8715	12
Heritage Drive	05/11/20	3	15	38985	10	British Court	05/21/20	3	15	8715	12
Noble Plaza #1	05/11/20	2.6	15	9750	10	Tyler Street	05/21/20	2	15	78030	60
Noble Plaza #2	05/11/20	2.6	15	9750	10	Yelverton Road	05/21/20	1	15	63720	40
Pinecrest Street	05/11/20	2.8	15	19500	10	Ava Gardner	05/21/20	3	15	63720	40
S. Sussex Drive	05/11/20	3	15	31860	10	Waddell Drive	05/21/20	2	15	7965	10
Elm Drive	05/11/20	3	15	9750	10	Henly Place	05/21/20	1.5	15	8715	12
Coor Farm Supply	05/11/20	1.6	15	7965	10	Birch Street	05/21/20	2	15	34890	12
Old Goldsboro Rd.	05/11/20	3	15	7965	10	Pine Street	05/21/20	3	15	38985	15
Hillcrest Drive	05/20/20	2.5	15	31860	10	Oak Drive	05/21/20	2	15	37695	14
Eason Street	05/20/20	2	15	38985	40	Cedar Drive	05/21/20	2	15	31860	10
Magnolia circle	05/20/20	2	15	78030	40	Aspen Drive	05/21/20	3	15	34890	12
Rainbow Drive	05/20/20	1.5	15	19500	60	Furlonge Street	05/21/20	2	15	34890	12
Rainbow Circle	05/20/20	1	15	19500	60	Golden Corral	05/21/20	1.5	15	40290	16
Moonbeam Circle	05/20/20	1.5	15	19500	60	Holland Drive	05/21/20	3	15	9750	15
Ray Drive	05/20/20	2	15	15930	60	Davis Street	05/21/20	2	15	34890	12
Will Drive	05/20/20	1.5	15	63720	40	Caroline Ave.	05/21/20	2	15	31860	10
Michael Lane	05/20/20	2	15	63720	40	Johnston Street	05/21/20	1.5	15	38985	15
Ward Street	05/20/20	1.5	15	15930	40	Ryans	05/21/20	2	90	9750	15

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