



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, August 4, 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 AUGUST 4, 2020
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

1. Administering Oath of Office to new Police Officer Chandler Koewler
(Mayor – M. Andy Moore) See attached information.....1
2. Appearance Commission Annual Report
(Appearance Commission Chairperson – Peggy Scott) See attached information.....3

Public Hearings:

1. RZ-20-04 TIMA, LLC: The applicant is requesting to rezone five tracts of land totaling approximately 7.45 acres from the PUD (Planned Unit Development) and R-20A (Residential-Agricultural) zoning district to the B-3 (Business) zoning district. The properties considered for rezoning are located on the southeast side of the intersection of Buffalo Road and M Durwood Stephenson Parkway and further identified as Johnston County Tax ID# 14075030B, 14075030G, 14075030F, 14075027 and 14075028.
(Planning Director – Stephen Wensman) See attached information.....11
2. SUP-20-08 Cash Auto Rental: The applicant is requesting a special use permit to operate an automobile renting and leasing establishment on properties located within a B-3 (Highway Entrance Business) zoning district. The properties considered for approval are located on the north side of West Market Street approximately 500 feet east of its intersection with NC 210 Highway. The properties are further identified as Johnston County Tax ID# 15080019 and 15080055.
(Planning Director – Stephen Wensman) See attached information.....37

Citizens Comments

Consent Agenda Items:

- 1. Approval of Minutes:
 - a. May 28, 2020 – Special Meeting
 - b. June 2, 2020- Regular Meeting
 - c. July 7, 2020 – Regular Meeting.....57

- 2. Special Event: Community Worship Night – Consideration and request for approval to allow Grace Community Church to hold a community worship night on Sunday, August 30, 2020 from 6:00pm until 8:00pm at the Neuse Amphitheater. The request includes amplified sound.
(Planning Director – Stephen Wensman) See attached information.....101

- 3. Special Event: Theater in the Park- Consideration and request for approval to allow **Cista Lueeze’s Brunch House Theatre, Inc.** to hold Theater in the Park on Saturday, October 24, 2020 from 1:00 pm until 4:00pm at the Neuse Amphitheater. The request includes amplified sound for the event as well as for rehearsals.
(Planning Director – Stephen Wensman) See attached information.....105

- 4. Approval of amended language for the Local Government Commission regarding reconciliation of accounts.
(Finance Director – Greg Siler) See attached information.....111

- 5. Career Ladder - Police Department: Consideration and request for approval to promote a Police Officer II to the rank of Master Police Officer
(Chief of Police – R. Keith Powell) See attached information.....121

- 6. Consideration and request for approval to adopt Resolution # 662 (11-**2020) supporting the Governor’s Highway Safety Program Grant** submitted by the Police Department
(Chief of Police – R. Keith Powell) See attachment information.....135

- 7. Bid Award and request for approval to enter into an agreement with Environmental Service Systems in the amount of \$5,040 for janitorial services at the Water Plant
(Public Utilities Director – Ted Credle) See attached information.....147

- 8. Bid Award and request for approval to purchase a 2021 Freightliner Knuckleboom loader truck from Amick Equipment in the amount of \$146,546 to be utilized by the Public Works Sanitation Department.
(Public Works Director – Lenny Branch) See attached information.....159

- 9. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....195

Business Items:

1. S-20-01 Twin Oaks Subdivision, Section III, Phase VI: The applicant is requesting review and approval of a 20 lot subdivision of an 8.62 acre tract of land that is within an existing RMH (Residential Manufactured Home) zoning district. The property considered for subdivision approval is located on the west end of Will Drive approximately 1,00 feet northwest of its intersection with Yelverton Grove Road. The property is further identified as Johnston County Tax ID# 15J11008M. (Planning Director – Stephen Wensman) See attached information.....197
2. Bid Award and request for approval to enter into a contract with JSmith Civil, LLC in the amount of \$786,381 for the reconstruction of Equity Drive (Public Works Director – Lenny Branch) See attached information.....219
3. Discussion concerning Utility late fees (Town Manager- Michael Scott) See attached information.....245

Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....247
- Department Reports (See attached information).....249
- **Manager’s Report** (Will be provided at the meeting)

Closed Session: In accordance with NCGS 143-318.11 (a)(4)

Adjourn

Presentations



Request for Town Council Action

Police
Presentation Oath of
Office
Date: 08/04/2020

Subject: Police Swear In
Department: Police Department
Presented by: Chief R.K. Powell
Presentation: Presentation

Issue Statement

The police department has hired a new officer to fill an existing vacancy within the police department. Chandler Stone Koewler was hired to fill this position. Officer Koewler has been assigned to the Patrol Division to fill one of the vacant slots. Officer Koewler has no prior Law Enforcement experience.

Financial Impact

Salary will be covered by current budget.

Action Needed

Chandler Koewler needs to be sworn in and welcomed to the Smithfield Community.

Recommendation

Chandler Koewler needs to be sworn in and welcomed to the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation: Police Oath
of Office

OATH OF OFFICE
SMITHFIELD POLICE DEPARTMENT

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

Signature

Date

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

Judge/Clerk

Commission Expires



2019-2020

*Smithfield Appearance Commission
Annual Report*

To: Town Council and the Town Manager
From: Peggy Scott, Chairperson
Subject: Annual Report and Detailed Summary of the J.B. & J.P. George Endowment
Date: August 4, 2020

1. Comprehensive report of activities of the Town of Smithfield Appearance Commission for the year ending June 30, 2020.
2. Our Plan of work for the 2020-2021 year
3. The J.B. & J.P. George Endowment Annual- Financial Reports

Date:
To: Mr. Andy Moore, Mayor
Mr. Michael Scott, Town Manager
Planning Director Stephen Wensman
Ms. Shannan Parrish, Town Clerk
Councilman Dr. David Barbour
Councilman John A. Dunn
Councilman Marlon Lee
Councilman Stephen Rabil
Councilman Travis Scott
Councilman David Stevens
Councilman Roger Wood

JB & JP George Endowment Reports will be delivered to Mr. George.

J.B. & J.P. George Beautification Endowment Fund Annual Reports 2020

JB and JP Endowment agreements can be viewed thru Town Hall.

J.B. George Beautification Fund Annual Report

The Town has advertised in the Johnstonian News once during the month of July 2020 about the availability of the beautification funds. We also published the ad in our Town Newsletter and Website also on Appearance Commission Social media sites. There were no applications submitted to the Appearance Commission for fund requests.

Beginning Endowment Balance on June 30, 2019 was. \$105,000.00

Annual Earned Income

Interest	\$2318.40
From last year	<u>\$1701.34</u>
Total	\$4019.74

Expenditures

• Landscaping for the Wayfinding Entrance signs	\$1480.00
• Advertising News and Observer	<u>\$ 51.30</u>
Total Spent	\$1531.10

We will carry over the interest of \$2,488.64 to next year's projects

Ending Endowment Balance on June 30, 2020 was \$105,000

J.P. George Beautification Fund Annual Report

The Beginning **Endowment Balance** on June 30, 2019 was \$25,330.

Annual Earned Income

Interest	\$441.20
From Last year	<u>\$767.53</u>
Total	\$1208.73

Expenditures

14 Trees along Johnson, Front and 2nd street For Beautification \$850.00

We will carry over the interest of \$ 358.73 to next year's projects

Ending Endowment Balance on June 30, 2020 was \$25,330

This Annual Report will be posted on the Appearance Commission page of the Town of Smithfield Website. If there are any questions, please contact me.

*Sincerely Submitted by
Peggy Scott, Chairperson*

Appearance Commission General Fund Expenditures

A total of \$21,915.29 was spent on the projects detailed on the following pages.

We carried over from last year 2018-2019 \$16,365.00

We carried over all funds left from 2019-2020 for future Projects and to pay for planned projects in the planning stages.

Projects completed or working on 2019-2020:

Grantham Pump Restored cost of \$3800

Lena Parks the Great Granddaughter of the Grantham's Donated \$2500

Appearance Commission \$1300



Johnson and Front Street Renovation

JP GEORGE Endowment \$850.00 / 15 trees & Mulch

- Planted 15 trees for Beautification; and shading, helping this corridor for events
- Concrete work for Beautification and safety (Public Works)



Wayfinding Signs

Landscaping & Mulch: General Fund \$1480.00 & JB GEORGE Endowment \$582.75

- 70 East
- 70 West
- 301 South



Donate a Tree Program

New Brochures: \$274.00

- we changed to any kind of tree so we were not over planting Crepe Myrtles and increased the price to \$100 per tree

New Memorial Plaque: \$5939.

- Will hold 100 names (we have been averaging 10 names per year.)

We received 11 Tree donations this year.

- Making a total of 173 Trees since 2010.

Plans and Ideas for 2020-2021 Year

- Town Hall Park
- Art or Hard Scapes
- ‘Light in the Community’

Tree lighting as memorials for citizens who give above and beyond for the Betterment of Smithfield, this is in the very early stages but we are excited about the plans and ideas.

Points of Interest



We would like to thank Anita Liverman for her 6 years of service on the commission. She has stepped down this year. Our Town Manager Awarded Anita with a proclamation at our meeting. We currently have 2 openings

Thank You

The Appearance Commission would not be able to do the work we do without the tireless efforts of the Town Staff.

Special Thank you to:

Lenny Branch and his entire Department of Public Works.

For always getting the many projects finished, installed, and looking great!
Keeping our Beautiful Town clean and well maintained.

Shannan Parrish

For keeping us on track and taking care of our minutes and book work.
Her knowledge is endless and she is always so positive and helpful.

Stephen Wensman our Planning Director always available to answer our questions and knowledge about areas we would like to work on.

Councilman David Stevens

For his Support, for the Appearance Commission.

Mayor, Andy Moore

Town Manager, Michael Scott

Town Council

For their support of the Appearance Commission

Mr. Jim George-

For his continued support of the Appearance Commission and the beautification of our Town.

*Respectfully Submitted by
Chairperson, Peggy Scott*

Public Hearings



Request for Town Council Action

Public
Hearing: RZ-20-04
Date: 08/04/2020

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

Issue Statement

Frank Lee is requesting approval of a zoning map amendment to rezone approximately 0.73 acres of land from R20A to B-3 and 6.715 acres of land from Planned Unit Development (PUD) to B-3.

Financial Impact

There will be no financial impact to the Town.

Action Needed

To review the application for rezoning and make a recommendation to approve or deny.

Recommendation

Planning Staff recommends approval of the Zoning Map Amendment; and recommend that the approval of a consistency statement declaring the request to be consistent with the Town of Smithfield Plans and Policies and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Planning Application
4. Planning Board Minutes
5. **Zoning Map**
6. Adjacent Property Owners List and Certification



Staff Report

RZ-20-04

APPLICATION NUMBER: RZ-20-04
 PROJECT NAME: TIMA LLC
 TAX ID NUMBERS: 14075030B, 14075030G, 14075030F, 14075027 & 14075028
 TOWN LIMITS / ETJ: Town Limits
 APPLICANT: Frank Lee
 OWNERS: TIMA, LLC
 AGENTS: None

PROJECT LOCATION: The property is located at the southeast corner of the intersection of Buffalo Road and M. Durwood Stephenson Parkway.

REQUEST: The applicant is requesting to rezone approximately 0.73 acres of land from R20A to B-3 and 6.715 acres of land from PUD to B-3.

SITE DATA:

Total Acreage: 7.45 acres

<i>Tax ID</i>	<i>NC Pin</i>	<i>Acreage</i>	<i>Ex. Zoning</i>
14075030B	169408-88-7663	0.73	R-20A
14075030G	169408-88-7840	2.20	PUD
14075030F	169408-88-6292	2.74	PUD
14075027	169408-88-4278	.892	PUD
14075028	169408-88-4124	.883	PUD

Proposed Zoning: B-3 Highway Entranceway Business District
 Existing Use: Vacant
 Proposed Use: Commercial
 School Impacts: NA
 Parks and Recreation: N/A
 Fire District: Town of Smithfield
 Water and Sewer: 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:

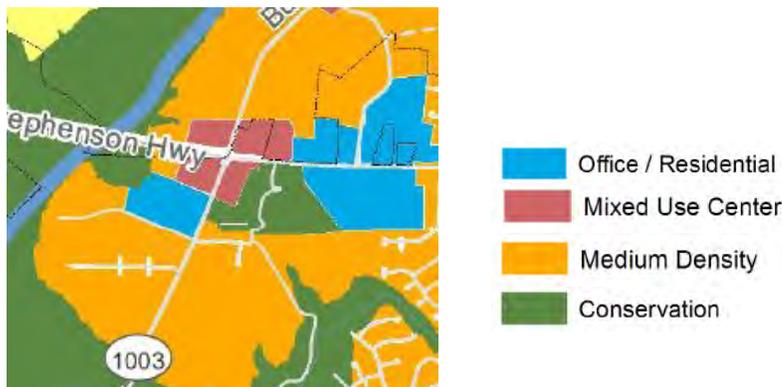
	Zoning	Existing Land Use
North:	B-3	Office/Commercial
South:	O/I Office/Institutional District	Parkland
East:	O/I Office/Institutional District	Parkland
West:	R20-A Residential-Agriculture and O/I Office/Institutional Districts	Agriculture and School properties

STAFF ANALYSIS AND COMMENTARY:

Zoning History.

In 2008, Frank Lee was interested in zoning the property for commercial. The comprehensive plan at that time guided the property as a mixed-use node, so Staff had supported a rezoning to PUD with a mixed-use plan consisting of office, convenience gas station and apartments. The Plan was not viable as proposed and the applicant is back asking for a rezoning to B-3.

Comprehensive Plan Guide- Mixed Use. The Town Plan - Future Land Use Map guides this area as mixed use. The mixed-use guidance is shown on all four corners of the M. Durwood Stephenson Parkway and Buffalo Road intersection.



Future Land Use Map Exhibit

Like the previous land use plan, the new Town Plan envisions the site area as context-appropriate commercial, office, multi-family and single family residential uses, located near major intersections with connected streets with short block lengths and pedestrian facilities with nonresidential foot print of less than 100,000 sq. ft. The general intent of mixed-use guidance in the new Town Plan is to allow flexibility of design standards and *allow the market to dictate specific land uses within the mix of office/residential/commercial within the area.* The mixed use designation on the Future Land Use Map encompasses the 4 corners of this intersection and it is still possible that future development of the north-west and south-west corners could develop as residential/office or a mix of uses, even if this request for B-3 zoning is approved. Also, the size of the development site will likely limit the footprint of commercial development, to one that is context-appropriate, a size consistent with the mixed-use designation and providing neighborhood commercial that serves the new residential development in the area.

B-3 Zoning:

B-3 zoning is the Town's most expansive commercial zoning district that allows a wide variety of commercial land uses as found in the UDO, Section 6.5, Table of Use and Activities.

CONSISTENCY STATEMENT (STAFF FINDINGS):

- Consistency with the Strategic Growth Management Plan

The rezoning is consistent with the Town of Smithfield Strategic Growth Management Plan. The Plan allows the market to dictate specific land uses within the mix of office/residential/commercial within the area. The north-west and south-west quadrants can still potentially contain other mixed land uses.

- Consistency with the Unified Development Code

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all proposed future land uses must meet the minimum development standards of the Town of Smithfield Unified Development Ordinance.

- Compatibility with Surrounding Land Uses

The property considered for a rezoning is adjacent to a single-family home, and the Town Park to the east and a middle school on the west. Except for the home, the rezoning will be compatible with surrounding land uses.

RECOMMENDATION:

The Planning Department and Planning Board recommend approval of the Zoning Map Amendment, RZ 20-04; and recommends approval of a consistency statement declaring the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan as amended by the rezoning 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-20-04**

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

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

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

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

That the final action regarding zoning map amendment RZ-20-04 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

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

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

That the final action regarding zoning map amendment RZ-20-04 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning 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: TIM A L L C Acreage of Property: 747
Parcel ID Number: see attached in detail Tax ID: see attached
Deed Book: see attached Deed Page(s): see attached
Address: from 1560 to 1678 Buffalo Rd
Location: Buffalo Road and M. Durwood Stephenson Parkway intersection

Existing Use: open land Proposed Use: commerical
Existing Zoning District: see attached
Requested Zoning District: B3

Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____

Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

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

Name: TIMA, LLC
Mailing Address: P.O. Box 148, Smithfield, NC 27577
Phone Number: 919-934-2700 Fax: 919-934-0061
Email Address: annette@centralmktinc.com

APPLICANT INFORMATION:

Applicant: William Frank Lee, Sr. *managing member - TIMA, LLC*
Mailing Address: P. O. Box 148 Smithfield, NC 27577
Phone Number: 919-631-9005 Fax: 919-934-0061
Contact Person: Frank Lee or Annette Adams
Email Address: annette@centralmktinc.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.

This rezoning application is proposing to provide a much needed commerical property due to the increased single and multi-family homes in this area.

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.

Time LLC By
Print Name

W. Frank Lee
Signature of Applicant

6-6-20
Date

W. Frank Lee mm



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: TMA, LLC

Submittal Date: 16 JUNE 2020

OWNERS AUTHORIZATION

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

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

Signature of Owner

Print Name

Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

TMA LLC
W. Lee
Signature of Owner/Applicant

W Frank Lee
Print Name

6-16-20
Date

FOR OFFICE USE ONLY

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

Rezoning Application for TIMA, LLC

Additional information:

*See Parcel ID Number / Tax ID / Book / Pages / Existing Zoning:

14075028 / 169408-88-4124 / 5193 / 80-82 / PUD

14075027 / 169408-88-4278 / 5193 / 80-82 / PUD

14075030F / 169108-88-8314 / 5193 / 80-82 / PUD

14075030G / 169408-88-7683 / 5193 / 78-79 / PUD

14075030B / 169408-88-7840 / 5384 / 930-935 / R-20A

Adjacent property owners:

Town of Smithfield - P O Box 761 Smithfield NC 27577

Mark Wolf and Loyon Wolf - 404 E Booker Dairy Rd. Smithfield NC 27577



*** DISCLAIMER ***

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



Scale: 1:3017 - 1 in. = 251.39 feet

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



Johnston County GIS
June 16, 2020



*** DISCLAIMER ***

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

Result 1

id: 14075030B
Tag: 14075030B
NCPin: 169408-88-7840
Mapsheet No: 169408
Owner Name 1: TIMA LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 148
Mail Address 3: SMITHFIELD, NC 27577-0148
Site Address 1: 1678 BUFFALO RD
Site Address 2: SMITHFIELD, NC 27577-
Book: 05384
Page: 0930
Market Value: 21120
Assessed Acreage: 0.730
Calc. Acreage: 0.730
Sales Price: 0
Sale Date: 2019-07-16

Result 2

id: 14075030G
Tag: 14075030G
NCPin: 169408-88-7683
Mapsheet No: 169408
Owner Name 1: TIMA LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 148
Mail Address 3: SMITHFIELD, NC 27577-0148
Site Address 1:
Site Address 2:
Book: 05235
Page: 0992
Market Value: 114400
Assessed Acreage: 2.200
Calc. Acreage: 2.200
Sales Price: 3000
Sale Date: 2018-10-19

Result 3

id: 14075030F
Tag: 14075030F
NCPin: 169408-88-8314
Mapsheet No: 169408
Owner Name 1: TIMA LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 148
Mail Address 3: SMITHFIELD, NC 27577-0148
Site Address 1:
Site Address 2:
Book: 05236
Page: 0001
Market Value: 143110
Assessed Acreage: 2.740
Calc. Acreage: 2.740
Sales Price: 1000
Sale Date: 2018-10-19

Result 4

id: 14075027
Tag: 14075027
NCPin: 169408-88-4278
Mapsheet No: 169408
Owner Name 1: TIMA LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 148
Mail Address 3: SMITHFIELD, NC 27577-0148
Site Address 1:
Site Address 2:
Book: 05193
Page: 0080
Market Value: 46800
Assessed Acreage: 0.900
Calc. Acreage: 0.892
Sales Price: 243000
Sale Date: 2018-07-31

Result 5

id: 14075028

Tag: 14075028

NCPin: 169408-88-4124

Mapsheet No: 169408

Owner Name 1: TIMA LLC

Owner Name 2:

Mail Address 1:

Mail Address 2: PO BOX 148

Mail Address 3: SMITHFIELD, NC 27577-0148

Site Address 1: 1560 BUFFALO RD

Site Address 2: SMITHFIELD, NC 27577-

Book: 05193

Page: 0080

Market Value: 46800

Assessed Acreage: 0.900

Calc. Acreage: 0.883

Sales Price: 243000

Sale Date: 2018-07-31

**Draft
Town of Smithfield
Planning Board Minutes
Thursday, July 9, 2020
6:00 P.M. Town Council Chambers**

Members Present:

Chairman Stephen Upton
Vice Chairman Mark Lane
Debbie Howard
Doris Wallace
Michael Johnson

Members Absent:

Alisa Bizzell
Ashley Spain
Teresa Daughtry

Staff Present:

Stephen Wensman, Planning Director
Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

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 June 4, 2020

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

NEW BUSINESS

RZ-20-04 TIMA, LLC: The applicant is requesting to rezone five tracts of land totaling approximately 7.45 acres from the PUD (Planned Unit Development) and R-20A (Residential-Agricultural) zoning district to the B-3 (Business) zoning district. The properties considered for rezoning are located on the southeast side of the intersection of Buffalo Road and M Durwood Stephenson Parkway and further identified as Johnston County Tax ID# 14075030B, 14075030G, 14075030F, 14075027 and 14075028.

Mr. Wensman stated that Frank Lee is requesting approval of a zoning map amendment to rezone approximately 0.73 acres of land from R20A to B-3 and 6.715 acres of land from Planned Unit Development (PUD) to B-3. The land is currently vacant and the proposed use is for commercial purposes. Mr. Wensman pointed out the location of the property on a map and stated that this same property was reviewed back in 2018 rezoning it to PUD. Since that time there is a piece of property at the corner of Buffalo Rd and Durwood Stephenson Parkway that has been included into this proposal.

In 2008, Frank Lee was interested in zoning the property for commercial. The comprehensive plan at that time guided the property as a mixed-use node, so Staff had supported a rezoning to PUD with a mixed-use plan consisting of office, convenience gas station and apartments. The Plan was not viable as proposed and the applicant is back asking for a rezoning to B-3. The property is not located within a floodplain and no delineated wetlands exist on or near property considered for rezoning.

The Town Plan/Future Land Use Map guides this area as mixed use. The mixed-use guidance is shown on all four corners of the M. Durwood Stephenson Parkway and Buffalo Road intersection. B-3 zoning is the Town's most expansive commercial zoning district that allows a wide variety of commercial land uses and that's what Mr. Lee wants to zone the property to. Staff feels the rezoning will be consistent with the Strategic Growth Plan because of its flexibility. It's consistent with the Unified Development Ordinance. Any plans that come forward will require plat approval and approved against those rules and it will be compatible with surrounding land uses. It's an area that is rapidly growing in residential and there is a commercial need in the area.

Mr. Lane asked what the property was currently zoned as.

Mr. Wensman said a mixed use/PUD (Planned Use Development). They provided a plan that showed a commercial gas station type use, an office residential use and an apartment building. There was never any interest in the property and now there is but as commercial only.

Debbie Howard made a motion to recommend approval of the rezoning of the 0.73 acre parcel from R-20A to B-3 and the 6.815 acre parcel area from PUD to B-3 finding the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan as amended by the rezoning and that the request is reasonable and in the public interest; seconded by Doris Wallace. Unanimously approved

S-20-01 Twin Oaks Subdivision, Section III, Phase VI: The applicant is requesting review and approval of a 20-lot subdivision on an 8.62-acre tract of land that is within an existing RMH (Residential Manufactured Home) zoning district. The property considered for subdivision approval is located on the west end of Will Drive approximately 1,000 feet northwest of its intersection with Yelverton Grove Road. The property is further identified as Johnston County Tax ID# 15J11008M.

Mr. Lane pointed out that he was lifelong friends with the applicant's parents; he grew up beside them and didn't feel the need to recuse himself but did want the board to be aware of the friendship.

Mr. Wensman stated JYMCO Development, Inc. is requesting a preliminary subdivision plat for Twin Oaks Subdivision, Section 3, Phase 6, a proposed 20-lot two-family residential development on 8.62 acres of land in the R-MH Manufactured Home Residential District. Town of Smithfield will provide water and sewer services and Duke Energy will provide power.

The subdivision site is comprised of open field that gently slopes towards a creek located on the west edge of the property. The low area around the creek is woodland. This new development will connect the two dead end streets of Will and Ray Drive. There will be lateral connection to the North and South to provide for potential future development in both directions. Storm ponds are proposed for the open space to the West side of the property. There will be a need for an HOA to manage, maintain and own the storm pond area.

The proposed right-of-way will be a 27' paved road with ditches in a 50' public right-of-way. That road is designed to have sewer down the center, a water line on the side and no sidewalks. The standard for DOT is 20' to 24' but after talking to the developer today, they have letters stating the DOT approved the previous 27' road and anticipate they will again. Will and Ray Drive are not currently accepted by NCDOT. In order for the new phase to be accepted for maintenance, the older phases will also need to be accepted. The applicant is proposing the right-of-way be dedicated to the NCDOT. The new road will tie into the existing Ray and Will Drives which lack public sidewalks. According to UDO Section, 10.112, the Town Council may require sidewalks. In this case, Planning is not recommending them. There are no sidewalks in the earlier phases of the development and none along Yelverton Grove Road.

Debbie Howard asked if the applicant would have to bring the older phase up to DOT standards.

Mr. Wensman said yes, that's correct.

Mr. Lane asked if the applicant was hoping that DOT would maintain all roads.

Mr. Wensman said yes, the previous phase and this new phase.

Mr. Upton asked if the current phase in its present condition now having not been maintained was accepted as is?

Mr. Wensman said no, DOT gives a punch list which included paving the roads which the applicant has done.

Mrs. Howard asked if it was correct that 20 duplexes would be built in this new phase providing homes for 40 families.

Mr. Wensman said yes, duplexes are twin homes and are allowed in that district.

Mrs. Howard asked if they weren't considered multi-family.

Mr. Wensman said no, 3 or more units are considered multi-family.

Mr. Wensman mentioned that sidewalks had been an issue the Town had struggled with. The subdivision ordinance states that Town Council may require applicants to construct a public sidewalk along all new streets. In rural areas that are likely going to stay rural, we wouldn't recommend or require sidewalks.

Mr. Upton asked if that would be updated in the ordinance.

Mr. Wensman said yes, DOT doesn't maintain sidewalks. If a road is truly going to remain DOT and not part of the Town, it puts a burden on homeowners to have that maintenance responsibility.

Mr. Upton asked if the new development down Hwy 210 would have been required to install sidewalks if it were being built now instead of when it was.

Mr. Wensman said yes, they are guided for greater density in our new Comp Plan. It's a walkable area and the Town anticipates that land to come into the city.

Mr. Lane stated that this stipulation on sidewalks needed to be placed in the UDO to prevent problems in the future.

Mrs. Howard stated that she could be why this new phase of Twin Oaks wouldn't need sidewalks.

Mr. Wensman said that Stormwater was being shown in two areas. There will be a cluster mailbox area which is required by the postal service. Park dedication will be required for the 20 lots consistent with the code at the time of final plat. Staff is recommending approval of the preliminary plat. Plats are an administrative approval in this Town. We can't conditionalize them unless a PUD or Special Use Permit.

Mrs. Howard asked if what the applicant was proposing was currently allowed in that district.

Mr. Wensman said yes, that plat is allowed as long as it's approved. The Plat does meet the code requirements.

Mrs. Wallace stated that the plan reads it was amended to allow for 2 parking spaces instead of 1.

Mr. Wensman said yes, we will ensure that all code requirements are met.

Mrs. Howard asked if those parking spaces would be paved.

Mr. Wensman said yes.

Doris Wallace made a motion to recommend approval of the preliminary plat of the Twin Oaks, Section 3, Phase 6 S-20-01; seconded by Debbie Howard. Unanimously approved.

Old Business

Mr. Wensman said he had an update on the Conditional Zoning. The Planning Department had planned to organize a Planning Workshop with the Town Council and Planning Board later this month along with Town Attorney Bob Spence. We also would like to make some changes to the Subdivision Ordinance. Right now, it is administrative and it's cumbersome not being able to address any issues that you see. Someone in Bob's office got sick and has been tested for Covid-19. They have quarantined for 14 days. We haven't been able to schedule anything yet.

Mr. Lane asked how much the hired attorney was able to help in clearing up what could and couldn't be done with the conditional zoning.

Mr. Wensman said she clarified what the Town could and couldn't do. We can't force conditional zoning; it has to be an option. We would need options in our code between quasi-judicial and legislative. We can make it more compelling to do legislative and that's what we're working to do.

Mrs. Howard asked when the two items approved here tonight go before Town Council, will at that time the surrounding property owners be contacted.

Mr. Wensman said our code isn't terribly clear. It's an administrative process and he doesn't think there are any administrative requirements for a hearing.

Mr. Upton asked if there are any municipalities carrying out hearings as this board use to do.

Mr. Wensman doesn't know but the statues don't require advisory quasi-judicial hearings at the Planning Board before the Town Council. They warn that isn't not advisable but it's not prohibited.

Adjournment

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

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist

1600 Block of Buffalo Road

Project Name:
TIMA, LLC
Rezoning

Location:
Buffalo Road

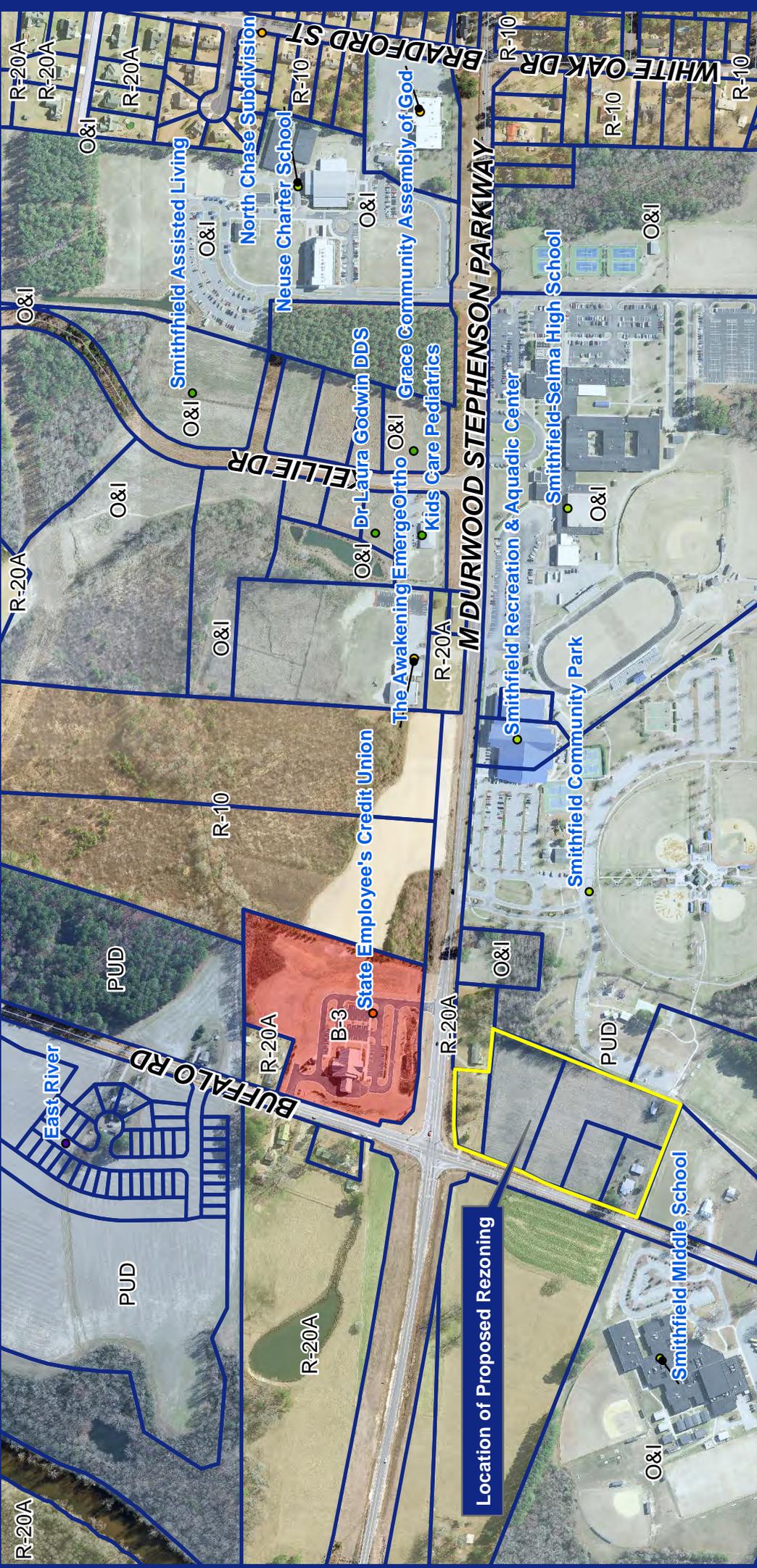
File Number:
RZ-20-04

Existing Zoning:
PUD & R-20A

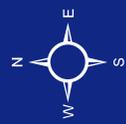
Requested Zoning:
B-3 (Business)

Property Owner:
TIMA, LLC

**Tax ID# 14075030B
14075030G, 14075030F
14075027 & 4075028**



Location of Proposed Rezoning



1 in = 500 ft

Adjacent Property Owners of
RZ-20-04

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
14075030E	169408-98-6016	TOWN OF SMITHFIELD	PO BOX 761	SMITHFIELD	NC	27577-0000
14075030D	169408-98-0739	WOLF, MARK	404 E BOOKER DAIRY RD	SMITHFIELD	NC	27577-0000
14075030	169408-87-3845	TOWN OF SMITHFIELD	PO BOX 761	SMITHFIELD	NC	27577-0000
14075010	169408-77-7952	EDUCATION	2320 BUS US 70 E	SMITHFIELD	NC	27577-0000
14075030A	169408-87-7853	TOWN OF SMITHFIELD	PO BOX 761	SMITHFIELD	NC	27577-0000
14075028	169408-88-4124	TIMA LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
14075030B	169408-88-7840	TIMA LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
14075027	169408-88-4278	TIMA LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
14075030F	169408-88-8314	TIMA LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
14075030G	169408-88-7683	TIMA LLC	PO BOX 148	SMITHFIELD	NC	27577-0148
14075012	169408-79-8432	TWISDALE, JOHN W	1755 BUFFALO RD	SMITHFIELD	NC	27577-7434
14075011	169408-78-8710	TWISDALE, JOHN	1755 BUFFALO ROAD	SMITHFIELD	NC	27577-7434
14075021C	169408-99-0370	STATE EMPLOYEES CREDIT UNION	PO BOX 26807	RALEIGH	NC	27611-6807



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-20-04, were notified by First Class Mail on 7-21-20.

Mark E. Helmer
Signature

Johnston County, North Carolina

I, Shannan L. Parrish, 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

21st day of July, 2020

Shannan L. Parrish
Notary Public Signature

Shannan L. Parrish
Notary Public Name

My Commission expires on 5-20-2022





Request for Town Council Action

Public
Hearing: SUP- 20-08
Date: 08/04/2020

Subject: Cash Auto Rental SUP
Department: Planning
Presented by: Planning Director – Stephen Wensman
Presentation: Special Use Quasi-Judicial Hearing

Issue Statement

The Council is requested to approve a Special Use Permit to operate a car rental business operate in the B-3 Zoning District and Entry Corridor Overlay 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-20-08 with 2 conditions of approval.

1. That the parking of cars for rent be limited to 2 and that they utilize the 2 striped parking stalls on the west side of the building.
2. **That all signs for the business comply with the Town's sign regulations.**

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Findings of Fact
3. Site Plan
4. Zoning Map
5. Adjacent Property Owners List and Certification



Staff Report

Public SUP-
Hearing: 20-08

REQUEST:

Randall Mattson is requesting a special use permit to operate a car rental business in the B-3 Zoning District and Entry Corridor Overlay District.

SPECIAL USE:

In Table 6.5 Table of Uses and Activities, car rental is listed as requiring a special use permit.

APPLICATION:

Application Number: SUP-20-08
Project Name: Cash Auto Rental
Parcel ID number: 169413-13-5475
Town Limits/ETJ: Town Limits
Applicant: **Randall Mattson**
Property Owner: Roy Willard Whitley
Agents: None

LOCATION:

528 West Market Street/ The NW corner of West Market Street and Parrish Drive.

SITE/DEVELOPMENT DATA:

Acreage: .76 acres
Present Zoning: B-3 and ECO
Existing Uses: Automobile Sales and Trucking Business
Proposed Use: **Car Rental in addition to existing uses.**
Fire Protection: Town of Smithfield
School Impacts: None
Parks and Recreation: None
Water Provider: Town of Smithfield
Sewer Provider: Town of Smithfield
Electric Provider: Duke

ADJACENT ZONING AND LAND USES:

	Existing Zoning	Existing Use:
North	R-20A	Automobile Towing Yard
South	B-3/ECO	Business
West	B-3/ECO	Automobile Town Yard
East	B-3/ECO	Retail Business

EXISTING CONDITIONS:

On the site is an existing business commercial building that is divided up into office spaces. The site is subdivided by a white privacy fence with a paved parking lot in the front and a gravel tractor-trailer parking yard in the rear. There are 2 paved parking stalls to the west of the building and 16 to the east. A trucking business operates out of the rear of the property. A special use permit was approved in May, 2019 for an automobile sales business utilizing the paved parking in the front of the building with a condition of approval for no more than 10 cars for sale be on the lot at any one time, parked in striped parking stalls. This business currently exists on the property and typically has about 6-8 vehicles on the lot at any one time.

ANALYSIS:

Cash Auto Rental is already in operation on the site and there are no issues other than the requirement for a special use permit. When notified that a special use permit was required, the applicant quickly complied and submitted the attached application. Cash Auto Rental is proposing to utilize a portion of the commercial building for office use and the 2 parking stalls on the west side of the building for rental cars. Considering the car rental business in addition to the automobile sales, there is enough parking for the two uses. The primary business location is in Raleigh and when cars are needed, they are sent to Smithfield to be rented out. The **applicant's** business operations plan to utilize only the two parking stalls on the west side of the building for the car rental use.

Zoning: Car rental businesses are allowed in the B-3 zoning district with a valid special use permit. The ECO district is an overlay district that mostly pertains to development in the corridor. No new development will occur with this proposed use, other than a new sign. The proposed use is compliant with the ECO regulations.

Vehicular Access. Vehicular access would remain unchanged with the rental cars having a driveway access directly onto West Market Street.

Pedestrian Access. There are no pedestrian accommodations along West Market Street or on the site.

Commercial Signs. The applicant has already established the business on the property and installed a ground mounted sign. The applicant was also informed that a sign permit was required and that the sign located in the NCDOT right-of-way needed to be removed. The applicant has removed the sign and has submitted a permit for signs that will be processed pending the approval of the special use permit.

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. The use will utilize existing parking and there is adequate parking to accommodate the use on the property along with the other existing uses.*

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 of the same character as the existing uses on the site and adjacent to the site.*

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 is utilizing existing development and will not impede normal and orderly development and improvement of surrounding property.*

4.9.3.5.4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided. *The use is utilizing existing infrastructure, and all is in place currently.*

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 as provided for when the West Market Street landscaping was installed.*

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. *The use is in conformance with Town Plans.*

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the SUP-20-08 based on the findings of fact with the following condition:

1. That the parking of cars for rent be limited to 2 and that they utilize the 2 striped parking stalls on the west side of the building.
2. **That all signs for the business comply with the Town's sign regulations.**

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

Application Number: SUP-20-08 **Name:** Cash Auto Rental SUP

Request: The applicant seeks a special use permit to operate a car rental business in the B-3 Highway Entranceway Business District and ECO Entry Corridor Overlay District on a property located at 528 West Market Street, Smithfield NC 27577 further identified as Johnston County Tax IDs 15080019.

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-20-08 with the following condition:*

1. That the parking of cars for rent be limited to 2 and that they utilize the 2 striped parking stalls on the west side of the building.
2. That all signs for the business comply with the Town's sign regulations.

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-20-08 for the following stated reason:*

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-20-08 is hereby:

_____ **approved upon acceptance and conformity with the following conditions:**

1. That the parking of cars for rent be limited to 2 and that they utilize the 2 striped parking stalls on the west side of the building.
2. That all signs for the business comply with the Town's sign regulations.

_____ **denied for the noted reasons.**

Decision made this 4th day of August, 2020 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

Stephen Wensman

From: Randall Mattson <cashrentals528@gmail.com>
Sent: Thursday, July 23, 2020 12:21 PM
To: Stephen Wensman
Subject: Re: Narrative for SUP

Town of Smithfield,

Cash Auto Rentals is a small satellite office from our location in Raleigh, NC. After 8 years in business we found that many of our customers were driving from Smithfield, Clayton, Goldsboro, Selma, Benson, and other surrounding areas. The Smithfield office is mostly used as an administration location. We are not a Dealer. We do not have a Dealer license, and we do not sell cars. We occupy less than 1,000 square feet, only utilize the two parking spaces provided on our side of the front showroom, and have our own entrance. The two parking spots are painted with parking bumpers. The foot traffic is very light. We rent 0 to 3 vehicles a day out of the Smithfield office, by appointment, and have inventory brought from Raleigh as needed. The office is again, mostly used for administrative work, collections, payment processing, and QuickBooks keeping. It's also a convenience for many to drop payment instead of driving to Raleigh. We do not have any wrecked vehicles at the location, and do zero mechanic or vehicle maintenance. We are in no way a hindrance to the town or any of our neighbors. In fact we do business with our neighbors, keep the facility clean and organized inside and out, and serve a great need to the residents. We source most of our vehicles from Xrta Mile Motors, and PTI does some maintenance when available. We share the building with these two businesses. Many of our customers stay in a vehicle for 3 to 30 days. We maintain our fleet at a 95% utilization rate. Meaning 95% of our inventory is constantly rented.

Besides filling a useful need to the community, as transportation is an essential business, we also spend money everyday in town, as well as have commercial accounts in town. This is a list of the local businesses we patron on a daily basis;

Advance Auto Parts
O'Reilly's Auto Parts
Black's Tire and Auto
Performance Tire and Auto
Rockside Tire
Subway
Heidi's Bar
Angelo's Pizza
Gotham deli
The Diner
Sammi's Pizza
Lowe's Home Improvement
Walmart
Simple Twist
So Do So Pa
Whitly's
Texas Steakhouse
Ect...

Thank you in advance,
Randall Mattson
Cash Auto Rentals



On Thu, Jul 23, 2020 at 8:21 AM Stephen Wensman <stephen.wensman@smithfield-nc.com> wrote:

That will work, thanks

From: Randall Mattson <cashrentals528@gmail.com>
Sent: Thursday, July 23, 2020 8:20 AM
To: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Subject: Re: Narrative for SUP

Mr Wensman,

I'll have it to you early afternoon today. I dropped off the signatures and removed the sign from the old location.

Thanks in advance.

On Thu, Jul 23, 2020 at 8:15 AM Stephen Wensman <stephen.wensman@smithfield-nc.com> wrote:

Randall, I could use that application narrative that describes your business and operations and addressing why the permit is justified and won't be a nuisance to the town.

Thanks

Stephen Wensman

Planning Director

Town of Smithfield

PO Box 761

Smithfield NC 27577

(919) 934-2116 Ext. 1114



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: Cash Auto Rental Acreage of Property: 0.76
 Parcel ID Number: 1690413-73-5475 Tax ID: 89-4273540 15080019
 Deed Book: 01813 Deed Page(s): 0359
 Address: 528 W Market Street, Smithfield NC 27577
 Location: _____

Existing Use: Auto Sales Proposed Use: Auto Sales & Car Rental
 Existing Zoning District: B-3 ~~Commercial~~

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): GATEWAY FLD - ENTRY CORRIDOR overlay

FOR OFFICE USE ONLY

File Number: SUP 02-08 Date Submitted: 7/3/20 Date Received: 7/3/20 Amount Paid: 400.

OWNER'S CONSENT FORM

Name of Project: CASH Auto Rental Submittal Date: 7/23/2020

OWNERS AUTHORIZATION

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

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

Roy Willard Whittle Roy Willard Whittle 7-23-2020
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.

Roy Willard Whittle Roy Willard Whittle 7-23-2020
Signature of Owner/Applicant Print Name Date

FOR OFFICE USE ONLY

File Number: 508-10-003 Date submitted: 7/23/20 Date received: 7/23/20

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.

yes

- 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.

yes

- 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.

Randall Mattson
Print Name

[Handwritten Signature]
Signature of Applicant

7/3/20
Date

Adjacent Property Owners of
SUP-20-08

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15080065	169413-13-4136	PARTNERSHIP	PO BOX 607	SELMA	NC	27576-0000
15080062A	169413-13-2025	GODWIN LLP	PO BOX 607	SELMA	NC	27576-0000
15080016	169413-13-8670	MITCHELL, JAMES NELSON	P O BOX 585	SMITHFIELD	NC	27577-0000
15080062	169413-12-6861	TWIN STATES FARMING INC	P O BOX 1352	SMITHFIELD	NC	27577-1352
15080019A	169413-13-6606	COX, LLOYD J.	568 W MARKET ST	SMITHFIELD	NC	27577-3323
15080017	169413-13-7490	JOHNSON, JAMES RANDY	1671 GALILEE RD	SMITHFIELD	NC	27577-7713
		Ronald Mattson	5209 Old South Rd	Raleigh	NC	27606
15080055	169413-13-6484	WHITLEY, ROY WILLARD	P O BOX 777	HATTERAS	NC	27943-0000
15080019	169413-13-5475	WHITLEY, ROY WILLARD	P O BOX 777	HATTERAS	NC	27943-0000



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-20-08, were notified by First Class Mail on 7-21-20.


Signature

Johnston County, North Carolina

I, Shannan L. Parrish, 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

21st day of July, 2020


Notary Public Signature

Shannan L. Parrish
Notary Public Name

My Commission expires on 5-20-2022

(Seal)



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, August 4, 2020 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-20-04 TIMA, LLC: The applicant is requesting to rezone five tracts of land totaling approximately 7.45 acres from the PUD (Planned Unit Development) and R-20A (Residential-Agricultural) zoning district to the B-3 (Business) zoning district. The properties considered for rezoning are located on the southeast side of the intersection of Buffalo Road and M Durwood Stephenson Parkway and further identified as Johnston County Tax ID# 14075030B, 14075030G, 14075030F, 14075027 and 14075028.

SUP-20-08 Cash Auto Rental: The applicant is requesting a special use permit to operate an automobile renting and leasing establishment on properties located within a B-3 (Highway Entrance Business) zoning district. The properties considered for approval are located on the north side of West Market Street approximately 500 feet east of its intersection with NC 210 Highway. The properties are further identified as Johnston County Tax ID# 15080019 and 15080055.

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

Run legal “ad” in the Johnstonian News on 7/22/2020

Consent

Agenda Items

The Smithfield Town Council held a Special Called Meeting on Thursday, May 28, 2020 at 6:30pm via Conference Call, Mayor M. Andy Moore presided.

Councilmen Present:

John Dunn, Mayor Pro-Tem (6:24 pm – 8:37 pm)
Marlon Lee, District 1 (6:28 pm – 8:37 pm)
David Stevens, District 2 (6:26 pm – 8:37 pm)
Travis Scott, District 3 (6:28 pm – 8:37 pm)
Dr. David Barbour, District 4 (6:21 pm – 8:37 pm)
Stephen Rabil, At-Large (6:24 pm – 8:37 pm)
Roger Wood, At-Large (6:30 pm – 8:37 pm)

Administrative Staff Present

John Blanton, Fire Chief
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

Call to Order

Mayor Moore called the meeting to order at 6:31

Roll call of Councilmembers in Attendance

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

Invocation

Councilman Scott offered the invocation.

1. Continued FY 2020-2021 Budget Discussions

Mayor Moore stated there were specific topics the Council wished to discuss concerning the budget. Mayor Moore informed the Council that the Manager was not present for the meeting due to a death in the family.

i. Police Department Salary Schedule

Mayor Pro-Tem Dunn stated he compiled some data and provided it to the Council. He stated his biggest concern was the uncertainty of the Town's economic outlook due to COVID19. The Council would be able to implement the salary increases by using surplus funds from this fiscal year, but salaries were an ongoing expense. He further stated that while he felt the police department was deserving of the proposed increases, he did not believe this was the best time to implement them.

Councilman Wood stated he would like to see the Council do some type of increase, but did not know if the Town could afford a 15% increase.

Councilman Barbour stated he believed what was proposed appeared to be fair and justified. He was satisfied with what had been approved.

Councilman Lee stated he was in agreement with Councilman Barbour. He stated the Police Department had six vacant positions and the Town needed to be competitive with other agencies. He further stated that at some point the Council would have to address the salaries of veteran officers because this proposal did not include salary increases for those officers. Councilman Lee stated the Town needed to take care of its Police Officers.

Councilman Stevens stated he was in agreement with Mayor Pro-Tem Dunn and Councilman Wood. While he agreed the Police Officers needed to be compensated, he was not in agreement that the increase should be 15%. He stated other employees would be receiving a 2.5% increase. He suggested the increase for Police Officers to be 5% this year and look at it again next year once Council knows the financial impacts from COVID19.

Councilman Scott stated the Town Manager stated in well in the last meeting. The Town Manager told the Council if they were going to implement the increases, they should do so with the recommendations or it was not going to correct the problem. While Councilman Scott understood Mayor Pro-Tem Dunn's concerns, he felt the Council should consider the situation. He further stated he wanted to be fair and equitable to all Town employees. Councilman Scott stated this proposal only addressed the lower ranking Police Officers. He suggested the Council consider increasing the Police

Department salaries based on the proposal, but making them ineligible for the 2.5% increase all other employees would receive at the Manager's discretion later in the fiscal year. He stated the Town has a strong Police Department and by compensating them, it would give the Town a better choice of officers. He further stated when the department trains and equips an officer and they resign that is very expensive for the Town.

Chief of Police Keith Powell stated the cost was approximately \$40,000 to train and equip a new Police Officer.

Councilman Wood stated the Town had to be competitive, current salaries were only slightly less than Raleigh and Smithfield did not have Raleigh's tax base.

Mayor Pro-Tem Dunn stated this was a serious topic and everyone agreed that public safety was number one on everyone's mind. He stated the Town had a salary study completed last year that provided salary recommendations for every employee in the Town. Apparently, the Police Department was not compensated as much as they should have been during the study. His concern was that other Town departments would question if the study findings were correct for their employees. He stated he was not in favor of increasing the Police Department's salaries by 15%.

Mayor Moore stated the salary study did not recommend what was currently being proposed. While some may not agree with those findings, the study actually stated the Police Department's salaries were comparable to other agencies.

Councilman Barbour questioned how many officers the Town lost after the salary study results were implemented. Chief Powell responded the Town lost four officers to other agencies.

Councilman Stevens questioned the number of current vacancies in the Police Department. Chief Powell responded he had six vacancies; two of those vacancies would be filled with two BLET graduates. Councilman Stevens stated with the financial uncertainty facing the Town, a 15% increase would not be wise. He suggested a 5% increase.

Councilman Scott stated if the proposed increase could help with retaining officers, it would save the Town. Councilman Scott questioned if there were some inaccuracy with the salary study as it related to the Police Department. Human Resources Director Tim Kerigan responded the results of the study did not increase salaries to the level Chief Powell thought they should be. Chief Powell thought he would still have recruitment and retention issues based on the salary study's recommendations.

Councilman Scott questioned responses from exit interviews conducted by resigning Police Officers. Mr. Kerigan responded in every exit interview; salary was one of the reasons for leaving.

Mayor Moore stated that while the Town has lost officers to other agencies. Smithfield could not compare itself to larger communities. Smithfield should be comparing itself to similar sized communities.

Councilman Barbour questioned the approximate number of the population in Smithfield during the day that the police force has to manage. Chief Powell responded there were approximately 30,000-40,000 people in Smithfield during the day. Councilman Barbour stated the Town has a larger demand for Police Officers during the day which is similar to larger Towns like Knightdale. Councilman Stevens responded the additional people during the day do not pay Town taxes which funds the salaries of all Town employees.

Councilman Wood questioned if the salaries for electric linemen were competitive with other Towns because if Smithfield tried to be competitive with other Towns for Police Officers, then the Council would have to start looking at all positions within the Town. Councilman Wood suggested increasing the salaries of the police department staff to 5% now and 2.5% in September or at the Manager's discretion when it was given to other Town employees later in the fiscal year.

Mayor Pro-Tem Dunn stated Fire personnel also see an increase in call volume during the day due to the increase in population. The Fire Department's salaries are not comparable to Knightdale's salaries.

He stated he feared if the proposed salary increases for police personnel were adopted, a lot of employees would feel they had been wronged by the Council.

Councilman Scott questioned how the 5% would increase salaries and what that increase would cost the Town. Mr. Kerigan responded the proposed 5% and then 2.5% as proposed by Councilman Wood would increase the starting salary of \$39,600 to \$42,270 for a Police Officer I. The starting salary approved at the last Council meeting was \$45,540.

Councilman Scott proposed increasing the proposed Police Department salaries by 7.5% now and in September (or when salary increases of 2.5% were provided to other employees), Police personnel would be ineligible for that increase. Mayor Moore questioned if it was the intent of Councilman Scott to adjust the salary schedule for those lower ranking positions by 7.5% which was an ongoing expense. Councilman Scott stated that was his intent which would undo the previous motion.

Mayor Moore stated with the increases proposed by Councilman Scott, it would make salaries more comparable with larger Towns. He further stated Councilman Scott was trying to find a compromise.

Councilman Stevens stated the Council was going to delay the salary adjustments for all employees until later in the fiscal year because of the uncertainty of the economic climate. It was his opinion that all salary adjustments for all employees including the Police Department should be done at the same time.

Councilman Barbour questioned if the Town was experiencing vacancies in other Town departments at the same increased percentage as the Police Department. Mr. Kerigan responded losses were experienced in other department, but those positions were easier to fill. Mr. Kerigan further stated other departments do not experience the turn over as does the Police Department. Councilman Barbour stated the Council has made adjustments before with the electric linemen because of difficulties hiring that position. He further stated he was in favor of moving forward with what the Council previously approved, but he would agree with a compromise that makes us competitive as proposed by Councilman Scott.

Chief Powell stated when this was proposed, it was a recommendation trying to do what we thought was best for the agency and we want what's best for the Town. He questioned if the proposed 5% recommended by Councilman Wood would be for all police personnel. Councilman Wood stated the 5% increase would only be for those positions previously approved.

Mayor Moore questioned if it was Councilman Scott's intent to only include the previously approved positions for the increases. Councilman Scott responded he was open for discussion. Councilman Wood stated the proposal was made to affect the employees in the lower ranks to make their starting salaries competitive. It wasn't the intent to do an across the board increase for all police personnel. The original request was to raise the minimum salaries for POI, POII and MPO.

Mayor Pro-Tem Dunn questioned if the original proposal was to increase the minimum salaries for all sworn officers in the police department by 15%, but anyone above that minimum would not see an increase in their individual salary. Chief Powell responded in the affirmative. Mayor Pro-Tem Dunn questioned if Chief Powell had received any feedback from his staff. Chief Powell responded his lower ranking staff was excited about the proposed increase and his senior personnel were upset because they felt they had been left out again. Mayor Pro-Tem Dunn stated he believed by raising the lower ranking employees' salaries it would cause a problem with his more experienced staff.

Councilman Scott made a motion, seconded by Councilman Stevens, to do a 5% salary increase for the entire Police Department now and a 2.5% merit increase for all employees in September at the Manager's discretion.

Mayor Moore asked for clarification of the motion questioning if that was a 5% increase for all police personnel. Councilman Scott stated the increase was for everyone who worked in the Police Department. Mayor Moore asked for further clarification stating the 2.5% in the fall was supposed to be a salary adjustment and not a merit-based increase, but in the motion, Councilman Scott stated the 2.5% would be merit based. He further questioned if police personnel would be eligible for the 2.5% salary adjustment. Councilman Scott stated they would be eligible for that salary adjustment

Mayor Moore stated the Council approved the 2.5% salary adjustment allowing the Manager to have discretion on when he felt comfortable but at least not until September. Mayor Moore questioned if it was the intent of Councilman Scott to allow the Manager to decide when or if to provide the salary adjustments to the Police Department personnel. Councilman Scott responded discretion means if we can afford it and fairness if they have earned it in the merit performance evaluations. Councilman Scott stated at the prior meeting, this topic was discussed and now we are changing what we approved so he asked that decision be amended and also. Funds for the salary increases in the Police Department would come from funds that were not spent in this fiscal year.

Mayor Moore asked for clarification on the salary increases. He questioned if it was Councilman's Scott intent to change the 2.5% salary adjustment for all employees to a merit-based increase. Councilman Scott stated he was open for discussion because he felt there was value in merit-based increases and good employees would be compensated.

Councilman Wood questioned if the 2.5% would be performance based. Mayor Moore stated at the last meeting, the 2.5% would be a salary adjustment and not performance based. Mr. Kerigan responded the 2.5% increase proposed was a salary adjustment and not performance based. Funds have been budgeted for the 2.5% salary adjustment.

Councilman Scott stated the 5% would be for all pay grades for all police department employees and the 2.5% increase would be based on merit.

Councilman Scott amended his previous motion as follows:

Councilman Scott made a motion to adjust the salaries of all sworn police personnel by 5%. The 2.5% salary adjustment would be discussed later in the meeting.

Mayor Pro-Tem Dunn questioned if the 5% for all sworn police personnel would mean each employee would receive a 5% increase no matter where they are in their salary range. Councilman Scott stated it was fair that everyone would receive an increase. Mayor Pro-Tem Dunn stated he was still concerned because even though the percentage had decreased; the number of affected employees increased. He was unsure what the cost of the increases would be. Finance Director Greg Siler responded the increases would cost an additional \$100,000 annually for salaries. The total cost with other related expenses such as FICA and 401k would be approximately \$125,000 annually.

Mayor Moore stated there was a motion on the floor made by Councilman Scott and seconded by Councilman Stevens. The restated motion is as follows:

Councilman Scott made a motion, seconded by Councilman Stevens, to adjust all sworn police personnel salaries by 5% effective at the beginning of the first full pay period in the new fiscal year. Unanimously approved.

Mayor Moore stated the issue was the 2.5% salary adjustment for all employees. In previous discussion during the meeting, Councilman Scott suggested this be a performance based increased as opposed to the proposed 2.5% salary adjustment for all employees.

Councilman Scott stated after reviewing some of his notes, the Town Manager proposed a 2.5% salary increase adjustment for all employees due to some of the pay compression issues the Town was experiencing. He stated he did not mean to change this to performance based.

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Stevens, all sworn police personnel are not eligible for the 2.5% salary adjustment. Mayor Pro-Tem Dunn, Councilman Stevens, Councilman Wood and Councilman Rabil voted in favor of the motion. Councilman Lee, Councilman Scott and Council Barbour voted against the motion. Motion passed 4 to 3.

ii. **Water Plant Expansion**

Mayor Moore stated the other topic for discussion was the water plant expansion.

Councilman Scott stated one of the reasons for discussion was the water plant expansion was a need based on water capacity being sold to bulk customers. Currently, Smithfield residents use a small percentage of the total water being produced. The Town needed to be good partners with the County and continue our partnership, but clear direction on the expansion needed to be given to staff. The water plant permitting process is still ongoing. He asked that all water plant expansion discussions be tabled until a later date because of the threat and the risk the Town is faced with due to Covid19. Councilman Scott stated he was concerned because if bulk water sales do not continue, it would significantly impact current customers.

Councilman Wood questioned if the permits expired. Public Utilities Director Ted Credle responded most are valid until rescinded by the State, which means they are permanent. He would have to check through all of the permits to ensure they do not have expiration dates. Mr. Credle further responded he received the erosion control approval permit yesterday via email.

Mr. Credle explained there was an overall project approval that does have a sunset date as well as the financing of the project. The Town received a letter of intent for the project, we ran into a delay and received an extension. We have been able to meet all the milestones on the project and we are now at a point where the Department of Water Infrastructure will give final authorization to the Local Government Commission (LGC). The LGC will approve the financing and we should receive the financing package 30-45 days from their approval. The Town Manager was working with the County on various items concerning bulk water sales.

Councilman Wood stated that while he believed we needed the expansion; he needed more information concerning what activity or potential future growth in the Town would require more water for our customers. He stated he thought it was best to be patient until the Manager had time to continue his discussions with the County. Mr. Credle responded there were ongoing discussions with the County about increasing their desire to increase their minimum purchase, which was a guarantee of revenue. Mr. Credle further explained it would be advantageous for the Council to enter into a Close Session to discuss some develops of future growth that currently could not be discussed in open session in accordance with NCGS 143-318.11 (a) (4).

Councilman Barbour made a motion, seconded by Councilman Wood, to table discussion of the water plant expansion. Councilman Barbour rescinded this motion.

Mayor Pro-Tem Dunn asked for clarification on the line item which contained \$350,000 to transfer to water sewer fund capital projects. It was originally discussed that these funds be used for maintenance and repairs or debt service payment. He wanted to be clear that these funds be used for maintenance at the existing facility.

Councilman Scott believed he made a motion prior to Councilman Barbour's motion to table all discussions on the water plant expansion. Stating with the current crisis, he felt it was too dangerous for the Town to take on the debt created by the expansion.

Councilman Scott made a motion, seconded by Councilman Rabil, to table discussions of the water plant expansion and that the \$350,000 allocated for transfer to water/sewer capital project fund be used for maintenance and repairs only at the water plant. Unanimously approved.

Adjourn

Councilman Wood made a motion, seconded by Councilman Rabil, to adjourn the meeting. The meeting adjourned at approximately 8:37 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

DRAFT

The Smithfield Town Council met in regular session on Tuesday, June 2, 2020 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3
Stephen Rabil, 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)

CALL TO ORDER

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

INVOCATION

The invocation was given by Councilman Barbour followed by the Pledge of Allegiance and a moment of silence.

APPROVAL OF AGENDA:

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

Add to the Consent Agenda

- Special Event: Artistry in Motion – Consideration and request for approval to allow Artistry in Motion to use amplified sound at the Amphitheater on June 8th – June 12th from 6:00 pm until 8:30pm
- Consideration and request for approval to amend the Downtown Smithfield Development Corporation's By-Laws
- Consideration and Request for approval to adopt the salary schedule for the Police Department

Unanimously approved.

PRESENTATIONS: None

PUBLIC HEARINGS:

Town Clerk Shannan Parrish administered affirmations to those that wished to offer testimony during the Public Hearings.

- 1. Special Use Permit Request -Twin Creeks Subdivision Phase II (SUP-20-01):** The applicant was requesting a special use permit to utilize the cluster provisions of the Unified Development Ordinance, Article 7, Section 7.34 in association with the Twin Creeks Phase 2 preliminary subdivision which consists of 28 single-family attached residential lots on an 11.61 acre tract of land located within an R-20A zoning district. The property considered for approval is located on the west side of Galilee Road, approximately 1,800 feet south its intersection with NC Highway 210 and further identified as Johnston County Tax ID# 15I09011B.

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

Planning Director Stephen Wensman testified the Phase 2 subdivision site was an agricultural property located just south of the West Smithfield Elementary School. The site slopes from Galilee Road towards Black Creek (which is the division line between Phase 1 and Phase 2). There was a row of existing conifers along the northern property line. The reason for the special use permit was because the proposed subdivision planned on utilizing the cluster provision of the UDO Section 7.34. The approval of the preliminary plat was conditioned on approval of the special use permit. The residential cluster development provisions allow conventional zoning standards to be relaxed to meet the intended purpose of the cluster regulations including modifications in lot area, lot width, lot frontage, lot coverage, required yards, and public street access, and to save infrastructure development cost, environmental damage, energy use and land resources by concentrating dwellings in specific areas of the site without increasing the net density above that which would normally be allowed under conventional development standards.

The developer was proposing to construct (28) single family detached residential lots, 0.25 acres in size on average (0.21-0.35 acres in size) with 2.94 acres of preserved open space containing the stormwater SCM and a trail to be owned in common with a homeowner's association. The minimum lot size in the R-20A zoning district was 15,000 sq. ft. (0.34 acres); however, the cluster regulations allow for 60% reduction in lot size or 9000 sq. ft. (.21 acres). Minimum lot width in the R-20A zoning district is 75 feet; however, the cluster regulations allow for narrower lots (40 ft). The subdivision is preserving 2.94 acres (26.3%) of open space; with 0.81 acres serving as a buffer from Galilee Road and the remaining 2.13 acres along the creek. The development meets or exceeds each of the required open space requirements of the cluster regulations

One of the intended purposes of the open space is to preserve views. These can be views from the site and views to the site. The housing will substantially change the views of the site from Galilee Road. A berm and landscape buffer along Galilee Road will minimize the impact to the views that currently exist. The subdivision will be served by a cul-de-sac that accesses Galilee Road. The access requires an NCDOT Permit. The developer is required to provide a 5-foot-wide sidewalk on one side of the street right-of-way in accordance with UDO Section 2.22. Comprehensive Growth Management Plan and Transportation Plan suggest an urban street section with curb and gutter in this area. The cul-de-sac is temporary and will be removed when the street is extended to the vacant parcel to the south when it develops.

The development will be served by Town of Smithfield water and sewer with a Master Meter on the County's system. A sewage lift station was proposed in Phase 1 to pump sewage to the County's lines. Electricity will be provided by Duke Progress Energy. The applicant has submitted a stormwater management plan and is proposing to construction a stormwater management facility (SCM) in the open space near the creek. A stormwater maintenance agreement will be executed to ensure the developer/HOA is responsible for the ongoing maintenance of the pond.

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

STAFF'S FINDINGS OF FACT

1. The establishment of this cluster neighborhood will not be detrimental or endanger the public health, safety or general welfare as it adheres to the Town of Smithfield UDO regulations. It will also not add a significant source of traffic, or stormwater runoff

as this is being treated by the proposed retention pond. It will also help with future development by added the sewer lift station in phase 1.

2. The special use is a cluster neighborhood which is allowed in the R-20A residential zoning. Phase 2 will match phase 1 as far as look and lot sizing. The open space allows for a multi-use path connecting phase 1 to the neighborhood school to the open space also allows no impact to the existing creek and creek buffer.
3. The special purpose using a cluster subdivision will not impede the normal and orderly development as it allows for a stub road to the south for continued future development and is less than the maximum housing density of its existing R-20A zoning.
4. Adequate utilities including water and gravity sewer, road, multi-use path, drainage, on-site parking and mail box kiosks are being provided.
5. The number of lots combined with the existing traffic counts along Galilee Road do not call for any road upgrade, the roadway turnout was designed to meet NCDOT standards as well as Town of Smithfield sight distance requirements.
6. It does conform to the district regulations as modified by the clustering provisions.
7. There are no conflicts with the Town's adopted transportation plan.
8. The site is in conformity with the Town's land use and transportation plans.

The Planning Department recommends approval of the Special Use Permit, SUP-20-01, with the following conditions:

1. That a landscape berm be provided along Galilee Road.
2. The HOA shall maintain the stormwater bypass with the open space and SCM maintenance.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the June 2, 2020 agenda packet.

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

Councilman Barbour questioned the temporary cul-de-sac. Mr. Wensman responded the cul-de-sac bends south toward the south property line. Should the adjacent property ever become developed the cul-de-sac would serve as a road connector. The developer was unable to take the cul-de-sac and connect it to Phase one because NCDEQ would not allow them to cross the creek with a road. There is a utility crossing through that area and a trail will be constructed to link the two phases. Essentially, they are minimizing the amount of disturbance to the creek.

Mayor Pro- Tem Dunn questioned the lot sizes when this development was initially approved by the County. Mr. Wensman responded the lot sizes were smaller than they are currently being proposed.

Mayor Moore asked the applicant if he agreed with the testimony provided by Mr. Wensman.

Michael Stewart of Stewart-Proctor, PLLC stated he agreed with the testimony provided by Mr. Wensman. Mr. Stewart stated with the vested rights from the County the lot sizes were 7000 square feet. The subdivision has lot widths of 62 feet to match phase one. The goal was to make the two subdivisions match from a street view. Mr. Stewart testified that phase one goes a little further to the south along the creek side which is part of the open space. Berming was planned along Galilee Road. Mr. Stewart stated construction plans for phase one have been completed and it will show how the two subdivisions will tie together. He further stated it was the intention to make a trail to connect the two pieces together and to upgrade the pipe that is currently installed which will relieve some of the back flooding that has been experienced on the neighbors to the north. Mr. Stewart stated he was also in agreement with the two conditions outlined by the Planning Department.

Mayor Moore asked if there was any in attendance sworn to testify in this matter.

Christopher Petit of 6278 Black Creek Road questioned the proposed additional development to the south of this property. Mr. Wensman responded there have been no proposed developments at this time, whenever the Town approves a plan for development, they have to look at future connections should the adjacent property be developed.

Christopher Petit stated his property was adjacent to this development and 23 proposed homes would affect his fifteen acres of land. Mr. Petit stated they needed to figure out a way to alleviate this drainage system. In the information provided, Mr. Petit stated staff stated homeowners would need to maintain proper lawns which meant chemical treatment of those lawns. Those chemicals can potentially run into his well system which he used to feed and water his livestock. Mr. Petit stated no one really understood the environmental impact if what would happen when these 28 and 98 homes are occupied. He asked for assurance from the construction documents from a drainage plan that his property would not going to get flooded. He stated he purchased this land because it was a nice farm and he did not want to live next to a subdivision.

Mr. Stewart responded included in the plan was a stormwater device that was up near the school which includes a bypass system to get the water past Mr. Petit's property. The stormwater device will collect all the runoff from the lots and put it into our storm drain system into the street that will take it to the stormwater device here downstream from your property. Streets will act as a collection agent also downstream from your property. Our plan is to upsize the pipe for less of an impact on Mr. Petit's property and all of this will have no impact on anyone upstream and it should have zero or negative impact on anyone downstream because we're collecting and holding. If it were to overflow, it would be downstream below Mr. Petit's property.

Mr. Petit asked Mr. Stewart to walk the property so he could get a better understanding of what impact these two subdivisions would have on his property. Mr. Stewart agreed.

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

The Written Finding

Councilman Barbour made a motion, seconded by Councilman Wood, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

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.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-20-01

Councilman Barbour made a motion, seconded by Councilman Wood, based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-01 with the following conditions:

1. That a landscape berm be provided along Galilee Road.
2. The HOA shall maintain the stormwater bypass with the open space and SCM maintenance.

Unanimously approved.

2. Special Use Permit Request - Jordan Investments Properties, LLC (SUP-20-03):

The applicant was requesting a special use permit to conduct warehousing on two tracts of land totaling 7.86 acres and located within a B-3 (Highway Entranceway Business) zoning district. The properties considered for approval are located on the southeast side of South Brightleaf Boulevard approximately 125 feet south of its intersection with East Underwood Avenue and further identified as Johnston County Tax ID# 15A61037C and 15A61037.

Councilman Wood makes a motion, seconded by Councilman Stevens, to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman testified warehousing was a special use in the B-3 zoning district. These properties were originally developed for warehousing and most likely preceded the current ordinance. The warehousing use is a legal nonconforming use. The applicants are purchasing the property and would like to make the property a legal conforming use which can be achieved with an approved Special Use Permit. Mr. Wensman testified that both properties were warehousing facilities accessed by a concrete driveway in an easement shared with Central Mini Storage and Central Lube Car Care Center. The concrete driveway leads to a fenced yard containing the warehouse buildings, a shared bituminous driveway, paved loading dock, gravel parking and an annex office building on concrete blocks. The 1865 Brightleaf warehouse has a loading dock facing Brightleaf Boulevard. The 1687 Brightleaf warehouse has a loading dock facing the north toward the other warehouse building. A second driveway comprised of gravel provides access directly to the 1687 Brightleaf Boulevard warehouse and to a large former gravel semi-tractor/trailer parking area that is partially grown over with grass/weeds with no screening or landscaping.

Mr. Wensman further testified the most northerly driveway directly accesses the 1685 Brightleaf Boulevard warehouse and is comprised of concrete, providing access to both warehouses. This access meets current development standards. The southerly driveway is a non-compliant gravel drive that leads to a former semi-tractor trailer parking area that is comprised of old gravel that is partially grown over with grass. There is non-compliant gravel parking in the fenced yard to be

used for visitor and truck parking. The other non-compliant gravel lot area is proposed for office and visitor parking. There was no paved and striped handicapped parking on either property.

The Unified Development Ordinance requires compliance with the Off-Street Parking and Loading Requirements whenever a building is demolished or constructed or when a building is enlarged or before conversion from one type of use or to another. The continued use of the buildings for warehousing does not trigger compliance, however, conditions may be placed on a special use permit to address public health, safety and welfare concerns the Council may have regarding the use and to bring the project up to current development standards.

This gravel parking does not meet code with a special use permit, you can apply conditions to the special use permit to bring a project up to code. There are several items that make this property nonconforming, but the biggest issue is parking. The applicant is planning on paving the parking area. The applicant does not want to pave the secondary gravel entrance since they do not intent to use it.

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

STAFF'S FINDINGS OF FACT

1. The use of the property will not change from what currently exists. The purpose of the special use permit is to bring a legal nonconforming use to a conforming use.
2. The special use is set back from the highway and located behind other commercial uses. Furthermore, there is a warehouse located immediately to the north of the special use site.
3. The special use will not impact the normal and orderly development and improvement of the surrounding property. The area is fully developed and any redevelopment would be of a similar nature.
4. Adequate utilities and access currently exist.
5. Adequate egress and ingress currently exist to the site.
6. With a special use permit, the use will conform to the applicable regulations.
7. There are no conflicts with the Town's adopted plans.
8. With a special use permit, the use is permitted within an area guided for commercial uses.

The Planning Department recommends approval of the Special Use Permit, SUP-20-03, with the following conditions:

1. That all parking be paved and striped in accordance the Article 10, Part I of the Unified Development Ordinance.
2. That handicap parking be provided as required by building code.
3. That parking visible from Brightleaf Boulevard be screened from the public right-of-way.
4. That the property be maintained in accordance to the Town of Smithfield ordinances.
5. That pallets and other debris be properly stored and disposed of and screened from the public right-of-way.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the June 2, 2020 agenda packet.

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

Councilman Barbour questioned if the property owners agreed with the five proposed conditions.

Rachel Decker with Carruthers Roth Pa (P O Box 540, Greensboro, North Carolina) testified she was representing the applicant, Jordan Investment Properties. She testified her client with agreeable to the five stated conditions.

Councilman Barbour questioned if the property owners could operate their business without the special use permit. Mr. Wensman responded the owners wanted to make their property compliant. Councilman Barbour stated that was commendable.

Councilman Wood questioned if the Town would require any landscaping. Mr. Wensman responded this property was not visible from any public. He did not anticipate the need for landscaping, but condition three addressed that parking visible from Brightleaf Boulevard be screened from the public right-of-way.

Mayor Moore asked the applicant if he was in agreement with the testimony provided by Mr. Wensman. Ms. Decker stated she agreed with the testimony provided by Mr. Wensman.

Mayor Moore asked if there was any in attendance sworn to testify in this matter. There were none

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

The Written Finding

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Barbour, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

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.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-20-03

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Wood, based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-03 with the following conditions:

1. That all parking be paved and striped in accordance the Article 10, Part I of the Unified Development Ordinance.
2. That handicap parking be provided as required by building code.
3. That parking visible from Brightleaf Boulevard be screened from the public right-of-way.
4. That the property be maintained in accordance to the Town of Smithfield ordinances.
5. That pallets and other debris be properly stored and disposed of and screened from the public right-of-way.

Unanimously approved.

- 3. Special Use Permit Request - Historic Smithfield Foundation, Inc. (SUP-20-04):** The applicant was requesting a special use permit to restore the Freedman School House and operate it as a public use. The property considered for approval is located on the east side of North Fourth Street approximately 170 feet north of its intersection with Caswell Street and further identified as Johnston County Tax ID# 15013053

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

Planning Director Stephen Wensman testified the Freedman School was owned by Historic Smithfield Foundation, Inc. will be open to the public. In the Unified Development Ordinance (UDO), Section 6.5 Table of Uses and Activities, "Public uses not otherwise listed," require a special use permit. The Freedman School sits on a 6,098 sq. ft. residential lot in the R-8 zoning district. The structure was historically an old Freedman School House that was converted to residential use and was now being restored back to its Freedman School form. There is a public sidewalk along the Fourth Street frontage. There is no parking on the property.

The surrounding zoning and land use are single family residential in nature. The Freedman School will become a public building open for tours and operated by the Historic Smithfield Foundation, Inc. The building has been used as a residential home for many years and is currently being converted back to its original form, but will remain similar in scale to its neighboring structures.

Although no signs have been requested at this time. The Sign Ordinance allows non-residential uses in residential zoning districts to have on freestanding sign or wall sign of no more than 32 sq. ft. in area.

The site was easily accessible from the public sidewalk, but there was no public parking. Institutional/Civic uses require 5 parking spaces/per 1000 sq. ft. The building will have roughly 1,477 sq. ft; therefore, 7 parking stalls are required, including handicap parking. The UDO permits remote parking (Section 10.2.7) if within 400 ft of the public entrance with permission. The First Missionary Baptist Church parking lot is within 175 ft. of the entrance is the best option for providing remote parking. The church has gracefully agreed to provide that parking for the Freedman school. There is an agreement in place for the parking access.

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

STAFF'S FINDINGS OF FACT

1. The Freedman School House as a public use will not be detrimental to or endanger the public health, safety or welfare of the public. The use of the property will comply

with all public building permit requirements meant to protect the public. The use of the property will not attract large gatherings and will not impact the safety of the neighboring properties.

2. The Freedman School House will be of similar scale and character to when it was a residential use. The scale of the operation will be small and therefore, the use will be in harmony with the neighborhood.
3. The special use will not impact the normal and orderly development and improvement of the surrounding property. The investment into the property will most likely have a beneficial impact on surrounding properties.
4. Adequate utilities and access are provided. The property has no provision for parking. Providing remote parking is a condition of approval.
5. There is no ingress or egress for vehicles on the property. Providing remote parking is a condition of approval.
6. With a special use permit, the use will conform to the applicable regulations.
7. There are no conflicts with the Town's adopted plans.
8. With a special use permit, the use is permitted within an area guided for commercial uses.

The Planning Department recommends approval of the Special Use Permit, SUP-20-04, with the following conditions:

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the June 2, 2020 agenda packet.

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

Mayor Moore asked the applicant if he was in agreement with the testimony provided by Mr. Wensman. Todd Johnson of 415 East Davis Street representative for the Historic Smithfield Foundation, Inc. stated he was in agreement with the testimony provided by Mr. Wensman.

Mayor Moore asked if there was any in attendance sworn to testify in this matter. There were none.

Councilman Lee stated there had been some discussion on moving the house from its current location. Mr. Johnson replied when we first started talking about this project, we knew the church had bought the property for future expansion. The Foundation and the church have worked together during the process. By finding additional parking for the church, it enabled the Freedman School to remain on its currently location as it has since 1887.

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

The Written Finding

Councilman Wood made a motion, seconded by Councilman Stevens, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

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.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-20-04

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Wood, based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-04 with the following conditions:

1. That remote parking be provided in accordance with the Unified Development Ordinance, Section 10.2.7.

Unanimously approved.

4. **FY 2020-2021 Budget:** In accordance with NCGS 159 -12 (b), Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.

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

Town Manager Michael Scott presented the FY 2020-2021 Budget to the Town Council.

The Town Manager explained the budget was balanced in all funds
 \$14,736,722 - General Fund
 \$15,889,750 – Electric Fund
 \$ 9,136,830 – Water/Sewer Fund

The Town Manager explained there was no tax increase. The tax rate would remain at \$.057. Electric fees and charges remain the same. Water fees increased 3.4% which was an additional \$.83/month for the average in-town residential customer. Sewer Fees increased 6.5% which was an additional \$3.12/month for the average in-town residential customer.

The Town Manager explained the General Fund Balance remains above the 25% Fiscal Policy requirements set back in 2011. The General Fund fund balance is 92% and even with using some fund balance this year, it will remain at above 70%

The Town Manager explained the budget included necessary capital expenditures in all three funds. Total capital expenditures are as follows:

\$ 2,194,000 – General Fund
\$ 730,000 – Electric Fund
\$ 2,118,000 – Water Sewer Fund

The Town Manager explained the Town maintained employee medical benefits at a slightly enhanced rate. This budget provides for a salary adjustment equal to a 2.5% increase, implemented at the Manager's Direction with notice to the Council.

The Town Manager reviewed major capital expenditures from all three funds.

The Town Manager explained there were no transfers of funds from the Electric Fund to the General Fund. The North Electric Circuit will be completed in the upcoming fiscal Year

The Town Manager explained some potential future issues. COVID-19 issues continue to bring many question marks into revenue projections for the next fiscal year. Also, electric Rates have been able to remain unchanged for two years, though a wholesale increase did occur last year. A similar reduction in wholesale rates effective April 1st allowed the Town to continue with electric rate stability. This appears to be the case through FY 2021

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

Mayor Moore asked if there was anyone in attendance that wished to speak on this matter. There were none.

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

Councilman Stevens made a motion, seconded by Councilman Wood, to adopt the FY 2020-2021 budget. Unanimously approved.

CITIZEN'S COMMENTS: None

CONSENT AGENDA:

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

1. The following minutes were approved
 - May 5, 2020 – Recessed Session (Budget conference call)
 - May 6, 2020 – Recessed meeting (Budget conference call)
2. Special Event: Mucho Mexico – Approval was granted to allow Mucho Mexico to have a live band on Saturday, July 4, 2020 at 712 East Market Street from 5:00pm until 10:00pm. Approval would be consistent with any executive order in place at the time of the event.
3. Approval was granted to promote a Firefighter I to the rank of Firefighter II.
4. Approval was granted to enter into an agreement with Thompson, Price, Scott, Adams & Company,

P.A. in the amount not to exceed \$22,750 to conduct the FY 2020 Audit.

5. Approval was granted to the renew the library contracts of affiliation.

6. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Facility Maint. Specialist II	P&R – Recreation	10-60-6200-5100-0200	\$14.17/hr. (\$29,473.60/yr.)
P/T Collections Assistant	PU – Electric	31-72-7230-5100-0200	\$12.21/hr.
P/T Seasonal Laborer	PU – Water/Sewer	30-71-7220-5100-0200	\$12.00/hr.
P/T Zoning Compliance Asst.	Planning	10-10-4900-5100-0200	\$12.00/hr.
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$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
Police Officer I (6 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

7. Special Event: Artistry in Motion – Approval was granted to allow Artistry in Motion to use amplified sound at the amphitheater located at 150 S. Front Street from June 8th until June 12th, 2020 from 6:00-8:30 pm.

8. Approval was granted to amend the Downtown Smithfield Development Corporation’s By-Laws

9. Approval was granted to adopt the salary schedule for the Police Department

Business Items:

1. Twin Creeks Phase 2 Preliminary Plat (S-19-01)

Planning Director Stephen Wensman addressed the Council on a request by Stewart-Proctor, PLLC for Preliminary Plat approval of Twin Creeks Phase 2. Phase 2 consisted of a proposed 28-lot attached single-family residential lots on 11.61 acres of land in the R-20A Zoning District. In the Town’s UDO, preliminary plat decisions are an administrative decision based solely on UDO regulations without discretion. The Phase 2 subdivision site was currently an agricultural property located just south of the West Smithfield Elementary School. Phase 1 has been already platted. The only other thing to add not included during the Special Use Permit process, the Town will receive Park dedication, in this case will be fee in lieu of funds for the parks based on the 28 lots. Mr. Wensman recommended approving the preliminary plat. He also stated the Planning Board approved the preliminary plat for Twin Creeks Phase 2.

Councilman Wood made a motion, seconded by Councilman Barbour, to approve S-19-01 Twin Creeks Phase 2 Preliminary Plat. Unanimously approved.

2. Consideration and request for approval of various fiscal year end budget amendments

Finance Director Greg Siler addressed the Council on a request to approve various year end budget amendments.

Councilman Barbour made a motion, seconded by Councilman Wood, to approve the Year End Budget Amendments for FY 2019-2020. Unanimously approved.

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Expenditures			
10-10-4100-5125-0610 Gen Govt - Retiree Supplemental	\$ -	\$ 1,005	\$ 1,005
10-10-4100-5125-0600 Gen Govt - Group Insurance	28,165	(1,005)	27,160

10-10-4200-5125-0610 Finance - Retiree Supplemental	-	1,984	1,984
10-10-4200-5125-0600 Finance - Group Insurance	9,300	(1,984)	7,316
10-20-5100-5125-0610 Police - Retiree Supplemental	-	15,367	15,367
10-20-5100-5125-0600 Police - Group Insurance	458,080	(15,367)	442,713
10-30-5600-5125-0610 Streets - Retiree Supplemental	-	13,600	13,600
10-30-5600-5125-0600 Streets - Group Insurance	70,000	(13,600)	56,400
10-40-5800-5125-0610 Sanit. - Retiree Supplemental	-	7,500	7,500
10-40-5800-5125-0600 Sanit. - Group Insurance	170,325	(7,500)	162,825
10-60-6200-5125-0610 Pks & Rec.- Retiree Supplemental	-	4,374	4,374
10-60-6200-5125-0600 Pks & Rec - Group Insurance	<u>92,305</u>	<u>(4,374)</u>	<u>87,931</u>
	<u>\$ 828,175</u>	<u>\$ -</u>	<u>\$ 828,175</u>

To separate retiree supplemental from group insurance for better tracking and transparency

2. Revenue

10-10-3300-3307-0000 Grant - FEMA	<u>\$ -</u>	<u>\$ 246,210</u>	<u>\$ 246,210</u>
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Expenditures

10-60-6200-5300-3350 Recreation - Hurricane	<u>\$ -</u>	<u>\$ 246,210</u>	<u>\$ 246,210</u>
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To establish and fund Spring Branch Wetland Facility repairs (result of hurricane)

3. Revenue

10-00-3460-3100-0000 Occupancy Tax	<u>\$ 200,000</u>	<u>\$ 20,000</u>	<u>\$ 220,000</u>
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Expenditures

10-61-4110-5300-5601 Non-Depart. - Occupancy Tax	<u>\$ 194,000</u>	<u>\$ 20,000</u>	<u>\$ 214,000</u>
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To increase occupancy tax expenses to match receipts

4. Revenue

10-20-3300-3307-0010 SAFR Grant	<u>\$ 40,000</u>	<u>\$ 30,000</u>	<u>\$ 70,000</u>
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Expenditures

10-20-5300-5100-0200 Fire - Salaries	<u>\$ 1,095,785</u>	<u>\$ 30,000</u>	<u>\$ 1,125,785</u>
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To increase salaries paid by SAFR Grant

5. Expenditures

10-10-4100-5300-3305 Gen. Govt. - Miscellaneous	\$ -	\$ 500	\$ 500
10-10-4110-5300-3305 Non-Dept. - Miscellaneous	-	8,000	8,000
10-10-4200-5300-2900 Finance - Prof Fees/Dues	-	50	50
10-10-4200-5300-3305 Finance - Miscellaneous	-	50	50
10-10-4900-5300-1400 Planning - Advertising	-	100	100
10-10-4900-5300-3305 Planning - Miscellaneous	-	100	100
10-20-5300-5300-3470 Fire - Reimburse Vol. Firefighters	-	50	50
10-30-5600-5300-4501 Streets - Service Contracts	-	150	150
10-40-5800-5300-0760 Sanitation - Temp Agency Labor	15,000	12,000	27,000
10-40-5800-5300-4500 Sanitation - Landfill Fees	215,500	30,000	245,500
10-60-6240-5120-0500 SYCC - FICA	-	500	500
10-00-9990-5300-0000 General Fund Contingency	<u>247,038</u>	<u>(51,500)</u>	<u>195,538</u>
	<u>\$ 477,538</u>	<u>\$ -</u>	<u>\$ 477,538</u>

To balance departments at year end

6. Revenue

10-20-3300-3307-0110 Grant/Duke Energy	<u>\$ -</u>	<u>\$ 22,000</u>	<u>\$ 22,000</u>
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Expenditures

10-20-5300-5700-7401 Fire - Cap. Outlay/Fire Equip.	<u>\$ -</u>	<u>\$ 22,000</u>	<u>\$ 22,000</u>
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To fund fire equipment purchase with Duke Energy Grant award

7 Revenue

10-40-3400-3403-0001 Riverside Cemetery Lot Sales	<u>\$ 20,000</u>	<u>\$ 21,250</u>	<u>\$ 41,250</u>
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Expenditures

10-60-5500-5300-3410 General Services - Riverside Ext. Inc	<u>\$ 20,000</u>	<u>\$ 21,250</u>	<u>\$ 41,250</u>
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To fund additional lot sales at Riverside Cemetery

8. Revenue

10-40-3400-3403-0003 Grave Opening Fees	<u>\$ 30,000</u>	<u>\$ 13,000</u>	<u>\$ 43,000</u>
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Expenditures			
10-60-5500-5300-3420 General Services - Grave Opening	\$ <u>26,000</u>	\$ <u>13,000</u>	\$ <u>39,000</u>

To fund additional grave opening charges

9. Revenue			
10-60-3300-3315-0100 Grant - Johnston Co.(Recreation)	\$ <u>-</u>	\$ <u>14,000</u>	\$ <u>14,000</u>

Expenditures			
10-00-9990-5300-0000 General Fund Contingency	\$ <u>195,538</u>	\$ <u>14,000</u>	\$ <u>209,538</u>

To change the funding source for Greenway Buffalo Creek Bridge replacement from contingency to county grant

10. Revenue			
10-10-3800-3800-0009 DSDC WIFI	\$ <u>-</u>	\$ <u>6,960</u>	\$ <u>6,960</u>

Expenditures			
10-10-4100-5700-7400 General Gov - Capital Outlay	\$ 34,600	\$ 7,337	\$ 41,937
10-61-4110-5300-5710 General Gov - Economic Development	<u>50,000</u>	<u>(377)</u>	<u>49,623</u>
	\$ <u>84,600</u>	\$ <u>6,960</u>	\$ <u>91,560</u>

To fund additional cost to downtown wifi

11. Expenditures			
10-10-4100-5300-4501 General Gov - Service Contracts	\$ 14,647	\$ 18,000	\$ 32,647
10-00-9990-5300-0000 General Fund Contingency	<u>209,538</u>	<u>(18,000)</u>	<u>191,538</u>
	\$ <u>224,185</u>	\$ <u>-</u>	\$ <u>224,185</u>

To fund Salary Study

WATER/SEWER FUND

12. Expenditures			
30-71-7200-5125-0610 Wtr Plant - Retiree Supplemental	\$ -	\$ 3,600	\$ 3,600
30-71-7200-5125-0600 Wtr Plant - Group Insurance	85,800	(3,600)	82,200
30-71-7220-5125-0610 Wtr Plant - Retiree Supplemental	-	13,500	13,500
30-71-7220-5125-0600 Wtr Plant - Group Insurance	<u>144,230</u>	<u>(13,500)</u>	<u>130,730</u>

<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>230,030</u>	<u>-</u>	<u>230,030</u>

To separate retiree supplemental from group insurance for better tracking and transparency

13. Expenditures

	\$	\$	\$
30-71-7220-5300-4402 Wtr Dist./Sewer Coll. - Misc.	-	7,550	7,550
30-71-7200-5100-0250 Wtr Plant - Overtime	15,000	5,000	20,000
30-71-7200-5100-0200 Wtr Plant - Salaries	403,425	10,000	413,425
30-00-9990-5300-0000 Water/Sewer Contingency	<u>240,610</u>	<u>(22,550)</u>	<u>218,060</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
	<u>659,035</u>	<u>-</u>	<u>659,035</u>

To balance departments at year end

ELECTRIC FUND

14. Expenditures

	\$	\$	\$
31-72-7230-5125-0610 Elect. - Retiree Supplemental	-	19,500	19,500
31-72-7230-5125-0600 Elect. - Group Insurance	<u>228,120</u>	<u>(19,500)</u>	<u>208,620</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
	<u>228,120</u>	<u>-</u>	<u>228,120</u>

To separate retiree supplemental from group insurance for better tracking and transparency

15. Expenditures

	\$	\$	\$
31-72-7230-5300-0760 Elect. - Temp Labor	-	5,200	5,200
31-72-7230-5100-0200 Elect. - Salaries	<u>973,130</u>	<u>(5,200)</u>	<u>967,930</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
	<u>973,130</u>	<u>-</u>	<u>973,130</u>

To fund temp labor from salaries

16. Expenditures

	\$	\$	\$
31-72-7230-5300-4800 Electric - NCEMPA/Non Demand	12,750,000	(7,456,200)	5,293,800
31-72-7230-5300-4801 Electric - NCEMPA/Demand	-	6,300,000	
31-72-7230-5300-4802 Electric - NCEMPA/Non Demand	<u>-</u>	<u>1,156,200</u>	<u>1,156,200</u>
Electric Purchase	<u>\$</u>	<u>\$</u>	<u>\$</u>
	<u>12,750,000</u>	<u>-</u>	<u>6,450,000</u>

To redistribute electric power purchase budget into specific categories

17. Expenditures

31-72-7230-5300-4501 Elect. - Service Contracts	\$ 213,000	\$ (70,000)	\$ 143,000
31-72-7230-5300-4401 Elect. - Debit/Credit Card Fee	<u>-</u>	<u>70,000</u>	<u>70,000</u>
	<u>\$ 213,000</u>	<u>\$ -</u>	<u>\$ 213,000</u>

To move bank charges for merchant services to expense line solely dedicated to these cost for better tracking

Firemen Relief Fund

18. Revenue

50-20-3900-3900-0000 Fund Balance Appropriations	<u>\$ -</u>	<u>\$ 12,703</u>	<u>\$ 12,703</u>
Expenditures			
50-20-5310-5300-3500 Firemen Supplemental Retirement	<u>\$ 9,060</u>	<u>\$ 12,703</u>	<u>\$ 21,763</u>

To balance the Firemen Relief Fund at year end

General Fund Capital Projects Fund

NONE

Water/Sewer Capital Projects Fund

NONE

FEMA ELEVATIONS/ACQUISITIONS FUND

19. Expenditures

48-00-4100-5700-4503 Elevations/Project Inspections	\$ 300	\$ 200	\$ 500
48-00-4100-5700-4505 Elevations/Relocation	\$ 6,000	\$ (200)	\$ 5,800
48-00-4110-5700-4504 Acquisitions/Admin and Legal	44,000	2,536	46,536
48-00-4110-5700-4506 Acquisitions/Sitework	28,000	4,336	32,336
48-00-4110-5700-4507 Acquisitions/Demolition and Removal	<u>173,099</u>	<u>(6,872)</u>	<u>166,227</u>
	<u>\$ 251,399</u>	<u>\$ -</u>	<u>\$ 251,399</u>

To adjust budgets for expenditure overages

20. Revenue

48-00-3700-4110-0001 SARF GRANT	<u>\$ -</u>	<u>\$ 91,200</u>	<u>\$ 91,200</u>
Expenditures			
48-00-4110-5700-4510 SARF/Admin	\$ -	\$ 5,500	\$ 5,500

48-00-4110-5700-4511 SARF/Assistance	-	<u>85,700</u>	<u>85,700</u>
	\$	\$	\$
	-	91,200	91,200

To establish and fund SARF Program to make whole hurricane victims. Grant funded.

Mayor Pro-Tem Dunn made a motion, seconded by Councilman Barbour, to approve the Year End Encumbrances for FY 2019-2020. Unanimously approved.

ENCUMBRANCES FROM 2019-2020 TO 2020-2021

GENERAL FUND

10-61-4110-5300-5710	Non-Departmental - Economic Development	\$ 25,000
10-61-4110-5300-5712	Non-Departmental - S.H.A.R.P Reimbursements	20,000
10-10-4110-5300-0771	Non-Departmental - Unemployment Compensation	15,000
10-10-4900-5300-4501	Planning – Service Contracts (Engineering Standards Manual & Pedestrian Planning)	30,000
10-10-4900-5700-7400	Planning - Capital Outlay	12,000
10-60-5500-5300-3440	General Serv. - Appearance Commission	26,685
10-60-5500-5700-7400	General Serv. - Capital Outlay (Painting Mausoleum)	3,000
10-30-5600-5300-7300	Streets -Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)	112,406
10-30-5600-5300-7400	Streets -Capital Outlay (I95 Bridge Lighting)	93,000
10-30-5600-5300-7401	Streets -Street Paving (Equity Drive)	173,000
10-76-5800-5970-9110	Transfer to GF Capital Reserve	80,000
		<u>\$ 590,091</u>

WATER FUND

30-71-7220-5300-5710	Water Dist/Sewer Coll. - Economic Development	<u>\$ 200,000</u>
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Electric FUND

31-72-7230-5300-5710	Electric - Economic Development	<u>\$ 200,000</u>
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J.B. GEORGE BEAUTIFICATION FUND

40-61-4100-5300-3400	J.B. George Projects	\$ 2,381
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Mayor Pro-Tem Dunn made a motion, seconded by Councilman Wood, to approve the Year End Purchase Order Encumbrances for FY 2019-2020

G/L ACCOUNT	ACCOUNT DESCRIPTION	DEPARTMENT	VENDOR	PO#	AMOUNT
10-10-4100-5700-7400	Capital Outlay	Gen Gov	CB Towers LLC	20208008	\$20,317.50
10-10-4100-5700-7400	Capital Outlay	Gen Gov	Municipal Code Corp	20186293-R2	\$9,600.00
10-20-5100-5300-3100	Vehicle Supplies/Maint.	Police	Communications International	20207993	\$2,125.00
10-20-5100-5300-3100	Vehicle Supplies/Maint.	Police	Communications International	20207994	\$3,072.00
10-20-5100-5300-3100	Vehicle Supplies/Maint.	Police	Communications International	20207995	\$660.00
10-20-5100-5300-3300	Supplies/Operations	Police	Rhinehart Fire Services	20208045	\$500.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens	20207960	\$655.00
10-20-5100-5300-3600	Uniforms	Police	Galls	20207992	\$1,278.00
10-20-5100-5300-3600	Uniforms	Police	American Uniform Sales	20208101	\$1,200.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens	20208102	\$1,450.00
10-20-5100-5700-7400	Capital Outlay	Police	Performance Chrysler	20208024	\$16,365.00
10-20-5100-5700-7400	Capital Outlay	Police	Atlantic Resources	20208025	\$2,400.00
10-20-5100-5700-7400	Capital Outlay	Police	First Citizens Bank Visa(NCDMV)	20208026	\$5,000.00
10-20-5300-5125-0601	Firefighters Physicals	Fire	UNC Physicians Network	20208076	\$11,340.00
10-60-5500-5300-3440	Appearance Commission	Parks & Rec	Barrs Recreation	20207896	\$12,665.20
10-60-5500-5300-3440	Appearance Commission	PW-Appearance	Partners in Recognition	20207936	\$3,018.66
10-60-5500-5300-3440	Appearance Commission	Parks & Rec	Rodney S Blackmon	20208098	\$3,877.67
10-60-5500-5700-7400	Capital Outlay	PW-Appearance	Mark Gregory Roofing	20197362-R1	\$14,800.00
10-60-5500-5700-7400	Capital Outlay	PW-Appearance	Dennis Evans	20197408-R1	\$10,000.00
10-60-6200-5300-1700	Equip Maint & Repair	Parks & Rec	Molinas Tree Service	20207605	\$1,800.00
10-60-6200-5300-1700	Equip Maint & Repair	Parks & Rec	James Paul Edwards Inc	20208096	\$1,800.00
10-60-6200-5300-1700	Equip Maint & Repair	Parks & Rec	James Paul Edwards Inc	20208097	\$850.00
10-60-6200-5300-1700	Equip Maint & Repair	Parks & Rec	Blueprint Construction	20208106	\$1,200.00

10-60-6200-5300-3300	Supplies/Operations	Parks & Rec	The Casey Group	20208067	\$1,510.00
10-60-6220-5300-1700	Equip Maint & Repair	Parks & Rec	The Sage Landscaper	20208099	\$1,500.00
10-60-6220-5300-1700	Equip Maint & Repair	Parks & Rec	Volt Power	20208100	\$3,420.00
10-60-6220-5300-3300	Supplies/Operations	Parks & Rec	Zones Inc	20208109	\$820.00
10-60-6220-5300-3900	Aquatic Supplies	Parks & Rec	Gupton Services	20208070	\$4,474.00
10-61-4110-5300-5710	Economic Development	Gen Gov	Shandy Communications	20208007	\$7,898.00
10-61-4110-5300-5710	Economic Development	Gen Gov	CB Towers LLC	20208008	\$376.75
					\$145,972.78

WATER FUND

PO Number

30-71-7200-5300-1700	Equip Maint & Repair	PU-Water Plant	KL Shane Inc	20208062	\$17,135.00
30-71-7200-5300-1700	Equip Maint & Repair	PU-Water Plant	Masons Fab & Designs	20208073	\$2,100.00
30-71-7200-5300-4501	Service Contracts	PU-Water Plant	Inenco Inc	20207799	\$7,400.00
30-71-7200-5700-7400	Capital Outlay	PU-Water Plant	TA Loving Company	20207990	\$110,000.00
30-71-7220-5300-1700	Equip Maint & Repair	PU-Water Sewer	Nixon Power Services	20207568	\$5,030.51
30-71-7220-5300-4501	Service Contracts	PU-Water Sewer	Nixon Power Services	20207568	\$8,781.84
					\$150,447.35

ELECTRIC FUND

31-72-7230-5300-1700	Equip Maint & Repair	PU-Electric	Mark Beauchamp	20207826	\$14,682.50
31-72-7230-5300-1700	Equip Maint & Repair	PU-Electric	Jackson Builders	20208042	\$2,250.00
31-72-7230-5300-3100	Vehicle Supplies/Maintenance	PU-Electric	Altec Industries	20207881	\$5,526.80
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	Anixter	20207785	\$2,426.88
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	National Transformers	20208000	\$8,665.00
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	Anixter	20208001	\$8,910.72
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	Stuart C Irby Co	20208003	\$1,343.25
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	National Transformers	20208004	\$15,060.00
31-72-7230-5300-3300	Supplies/Operations	PU-Electric	Wesco	20208005	\$5,294.80
					\$64,159.95

GENERAL CAPITAL PROJECT FUND

46-10-4900-5700-7400	Wayfinding	Planning	ACSM INC	20197166-R1	\$117,375.00
46-40-5800-5700-7404	Hook Leaf Truck	PW-Sanitation	NCDMV	20197333-R1	\$2,006.00
					\$119,381.00

Councilmembers Comments:

- Mayor Moore stated he wished to speak about the recent events across the United States including the untimely and unnecessary death of Mr. George Floyd. Mayor Moore stated this has unleashed pain and highlighted the pursuit of equity which remains a daunting challenge in the nation. We have seen riots, looting and property destruction across our country. But we have also seen peaceful protests as evidenced by the event in Smithfield this past Sunday. He stated when Chief of Police Keith Powell called him on Sunday afternoon, he became nervous because the day before he had seen the things that had taken place in Raleigh and Fayetteville and he was unsure of how the day would end. The Mayor stated when he arrived at Town Hall to meet with the Chief, his anxiety was immediately reduced. He expressed his appreciation to Sheriff Steve Bizzell, Chief Deputy Bengie Gaddis, Chief Powell and Captain Sheppard for their cooperation, detailed planning, and swift mobilization. He further expressed his appreciation to all the Johnston County Sheriff Deputies and the Smithfield Police Officers. He stated he was proud of the officers, community members and protesters for a peaceful demonstration. He further stated it was a goal of his to continue the dialogue and discussions. In the coming weeks, he would be working with Councilman Lee and others in the community. While talk is good, it is not enough. We must have action to see rewards. It was his hope that continued discussions and the resulting actions will be rewarding for our great community and that positive change will take place within the town of Smithfield Mayor Moore stated he did not know how many others across this nation can say they experienced such a better demonstration. Which began with high tensions, lots of emotions and built up energy but ended with police officers (some in riot gear) holding hands with protesters and praying together.
- Councilman Lee stated the last few days had been tough. He started receiving calls informing him that outsiders were ready to come to Smithfield to do damage in the Town. But that was not the right thing to do. He stated he and others listened to the young men which diffused the situation. Councilman Lee stated at some point we must stop talking and act. The Town needed to have policies in place. Let us help deal with the mindset of the police officers. With the experience of Chief Powell and Town Manager (and former Police Chief) Mike Scott, their experience can help us do more to change the police department. The Police Department needs to build trust with the community. Councilman Lee stated the Town needed to more because if there were 100 good officers and there was bad one and the good ones do not report the bad one then there were 101 bad officers. He stated we needed to bridge the gap between the Police Department and the community. Councilman Lee informed the Council of a derogatory post by a Chick-Fil-A employee. He talked with the owner about the incident, but he would not hold a grudge against the owner. He asked the members of the Council to join with him and Mayor Moore to take action.

Town Manager’s Report:

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

- The SRAC pool is open for lap swim, by appointment. 35 people utilized the lap swim on Monday. Athletic fields are being rented for practices in accordance with Executive Order 141. Tennis courts are open with one court being painted to allow for pickle ball, as well. The Sarah Yard Center remains closed however the facility is being used regularly for lunch distributions.
- The repaving project is complete. The Public Work’s Director is in the process of reviewing the completed projects and creating a punch list of items that need addressing prior to the overall project being accepted.
- A drawing of the Equity Drive Project has been received. Bill Dreitzler has reviewed the project

design and has about five issues he believes need to be addressed. Staff will advertise the project beginning June 11th with a scheduled bid opening of July 15th. This will allow staff to bring a recommended construction company to the Council for approval in August, provided the project remains within budget. This schedule would have a completion date before Thanksgiving.

- Construction for the new Tru Hotel is planned to begin around July 4, 2020. This will work well with our timeline for the Equity Drive repairs and construction.
- An update on the repair of fire hydrants is attached for the Council's review.
- The Planning Department is utilizing an Intern funded by Golden Leaf to complete a digital filing system of currently paper archived files. The Intern will be working for six to eight weeks.

Adjourn

Being no further business, Councilman Stevens made a motion, seconded by Councilman Barbour, to adjourn the meeting. The meeting adjourned at approximately 8:53pm

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

DRAFT

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

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

Michael Scott, Town Manager
John Blanton, Fire Chief
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Superintendent
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)

Also Present

Bob Spence, Town Attorney (via conference call)

Administrative Staff Absent

Lenny Branch, Public Works Director

CALL TO ORDER

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

INVOCATION

The invocation was given by Mayor Pro-Tem Dunn followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

Presentations

- Add Item #1: Consideration and Request for approval to adopt Resolution #660 (09-2020) Condemning the Death of George Floyd

Consent Agenda

- Remove Item #2: Special Event: Food Truck Rodeo
- Add Item: Career Ladder Promotion- Water Plant: consideration and Request for approval to promote a Water Plant Trainee to Water Plant Operator I
- Move Item 10: Bid Award and request for approval to enter into an agreement for Meter reading services from the Consent agenda to Business Item #2

Unanimously approved.

PRESENTATIONS:

1. Consideration and Request for approval to adopt Resolution #660 (09-2020) Condemning the Death of George Floyd

Councilman Wood made a motion, seconded by Councilman Stevens, to adopt Resolution #660 (09-2020). Unanimously approved.

**TOWN OF SMITHFIELD
RESOLUTION # 660 (09-2020)**

WHEREAS, on May 25, 2020, George Floyd was senselessly killed in Minneapolis, Minnesota while in Police custody; and

WHEREAS, the Town of Smithfield recognizes the deep anguish this tragedy has caused in our community and the country, particularly among African Americans; and

WHEREAS, George Floyd's death is the latest example of the racism that exists in our society; and

WHEREAS, the Town of Smithfield supports the right of people to peaceably protest this tragedy and call for needed change; and

WHEREAS, racial diversity is historically woven into the fabric of the Town of Smithfield yet we know much more can and must be done to make the Town of Smithfield a more inclusive community to ensure it is a place where racism does not exist in any place; and

WHEREAS, we must reach out, listen and learn from each other so we can identify where change can be made and how we can make it; and

WHEREAS, the Smithfield Police Department has and continues to actively support efforts to resist racism and will work with residents to further improve police policies and practices.

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

1. The Town Council condemns the murder of George Floyd.
2. The Town Council supports the right of people to peaceably protest.
3. The Town Council commits itself and the Town to be deliberate and intentional in its efforts to engage the community in constructive, honest and substantial dialogue to better understand where racism exists and to adopt policies to abolish it. These actions must be concrete and intended to bring about real change and we will consistently measure our success or failure to bring it about.
4. The Town Council commits that the Smithfield Police Department will continue its efforts to resist racism, promote policies to hire more African American and minority officers and continue with best practices related to eliminating racial profiling and supporting other initiatives intended to eliminate racial bias and excessive force in policing.
5. The Town Council is committed to a safe and healthy environment where all its citizens, visitors and employees can thrive.

PUBLIC HEARINGS:

1. **Zoning Text Amendment- Mosquito Squad of Raleigh (ZA-20-01)**: The applicant was

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.

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

Planning Director Stephen Wensman informed the Council that Michael Lee, the owner of Mosquito Squad, was 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. Mr. Wensman explained Mr. Lee 's business was located in the light industrial district and was informed that the exterminating services were not permitted in that zoning district. 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 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 like 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 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.

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

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the July 7, 2020 agenda packet.

Mayor Moore asked if there were any questions from the Council

Councilman Barbour questioned if this were approved then any exterminating business could operate in the Light Industrial (LI) zoning district. With the chemical usage, this could potentially endanger the community. Mr. Wensman responded all chemicals are regulated by the State therefore there is no inherent danger. An exterminating business is less compatible in the B-2 and B-3 zoning districts which are more retail in nature.

Councilman Barbour questioned why the UDO did not address this issue when it was updated. Mr. Wensman respond he is unsure why this was not addressed because he was not employed with the Town at the time of the UDO update. He stated there were other issues in the UDO that would have to be addressed, but in this instance, you have a business owner that opened an exterminating business in the LI district not knowing it was illegal because his landlord didn't inform him or he didn't do his research. He is now trying to do the correct the problem by requesting the text amendment. Staff supports this because we believe it is a good fit for the Light Industrial and the Heavy Industrial. It will still require a special use permit if proposed in the B-2 and B-3 zoning districts.

Councilman Barbour stated he was concerned about an exterminating business being allowed in the LI district by right because of the potential impact it could have on adjacent properties. His primary concern was the storage of chemicals. He stated it should be included in the special use permit process.

Mayor Moore questioned if exterminating service businesses were allowed in the Heavy Industrial (HI) zoning district by right. Mr. Wensman stated that type of business was a permitted use in the HI districts.

Mayor Pro-Tem Dunn stated there were regulations in place for the storage of chemicals which have to be locked inside the building unless in use.

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

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

Councilman Stevens made a motion, seconded by Councilman Wood, to approve Ordinance ZA-20-01 in accordance with NCGS 160A-383 stating the petition was consistent with the Comprehensive Growth Management Plan and other applicable adopted Town plans and that it is reasonable and in the public interest based on staff's findings outlined on page 5 of the agenda packet. Councilman Stevens, Councilman Wood, Mayor Pro-Tem Dunn, Councilman Lee, Councilman Rabil voted in favor of the motion. Councilman Barbour voted against the motion. Motion passed 5 to 1.

Article 6, Section 6.5 is 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
RETAIL SALES AND SERVICES																	
Exterminating services									S	S		P	P				

2. Rezoning Request-Kiddie College of Canterbury (RZ-20-03): The applicant was 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 was 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.

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

Planning Director Stephen Wensman informed the Council the applicants, Phil and Barbara Wilkins, the owners of Kiddie Kollege of Canterbury, are requesting the rezoning of their property from R-8 Residential to OI Office Institutional. Mr. Wensman explained 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 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.

Mr. Wensman further explained rezoning the property to the OI zoning district will serve to reflect existing land uses more accurately on the site. The property is now and has been used as a day care 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 disaster. Rezoning the property to the OI will allow for all land uses permitted in the OI zoning district to be considered for future approvals.

Mr. Wensman further stated most of the neighboring properties are residential in nature, but there is a church across the street from the site. The church is zoned AR10, but it is an institutional use.

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.

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.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the July 7, 2020 agenda packet.

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

Councilman Barbour stated there were many permitted uses within the OI district that could be permitted if this were to be approved. He questioned how staff could determine that a large Church of Latter-Day Saints which is an institutional use in a residential zoning district would have a much greater impact on the neighborhood in terms of traffic than this small commercial building would if zoned to Office/Institutional District. Mr. Wensman responded the site has only six parking stalls. Therefore, it is extremely limited as to the type of business that could fully utilize the property. In the OI zoning, you still must meet some parking requirements. This site is not configured that will work for a lot of different uses, as a restaurant and be more like a coffee shop with maybe a small cafe, which is more of a neighborhood walkable type of use. You are not going to get a big commercial use on that property. Most of those uses would not locate there. It is more likely to be a small architect's office, something quieter with less traffic. The daycare probably has more traffic than most any of those uses on that list. Given the nature of that building and site, the only way you could really increase the capacity and traffic would be to demolish the existing structure and rebuild. That would not be cost effective.

Councilman Barbour questioned if any of the adjacent property owner expressed concerns about this rezoning. Mr. Wensman stated he had not received any input from the adjacent property owners.

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

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

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

Councilman Stevens expressed his appreciation to Barbara Wilkins for all she has done for the children in this community.

Town Clerk Shannan Parrish administered affirmations to those that wished to offer testimony during the Public Hearings.

- 3. Special Use Permit Request – Smithfield Independent Living (SUP-20-05):** The applicant was 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 an O/I (Office/Institutional) zoning district. The properties considered for approval was 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.

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

Planning Director Stephen Wensman testified this request was being made by Carolina Commercial Contractors. They were the same contractors that built the assisted living facility across the street. The applicants were proposing this facility on a 4.24-acre parcel and an 11.06-acre parcel which would be combined as one parcel as part of this process.

Mr. Wensman testified that 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). 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 benefit from the nearby dentist office, orthopedic office and the Smithfield Recreation and Aquatics Center (SRAC).

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

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 will not and will utilize Johnston County Area Transit System (JCATS) to get around town.

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.

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

STAFF'S FINDINGS OF FACT

1. The special use will be beneficial to the public health, safety and general welfare.
2. The special use is complementary to the existing assisted living facility and the medical office hub along Kellie Drive.
3. The special use represents normal and orderly development and will be beneficial to the surrounding properties.
4. Adequate facilities will be provided or are existing to meet the needs of the SUP.
5. Adequate egress and ingress will be provided.
6. With a special use permit, the use will conform to the applicable regulations.
7. There are no conflicts with the Town's adopted plans.
8. With a special use permit, the use is permitted within an area guided for commercial uses.

The Planning Department recommends approval of the Special Use Permit, SUP-20-05, 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.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the July 7, 2020 agenda packet.

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

Councilman Barbour questioned if there were any plans for a traffic signal in that area given this additional use and the traffic that flows from Neuse Charter School. Mr. Wensman responded driveways were a necessity for the use and having it lined up directly across from the Neuse Charter School was the best location. There was also a secondary driveway, but there were no plans for a traffic signal. That could be something needed in the future after the Town assumes responsibility of the road.

Mayor Moore asked the applicant if he agreed with the testimony provided by Mr. Wensman. Corey Mavis, representative of Carolina Commercial Contractors located at 1600 Colin Road, Sanford, North Carolina, and Ken Waldrid representative of ALG Senior stated they agreed with the testimony provided by Mr. Wensman and they were excited about this project.

Mayor Moore asked if there was any in attendance sworn to testify in this matter. There was no one in attendance sworn to testify on this matter.

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

The Written Finding

Councilman Barbour made a motion, seconded by Councilman Rabil, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

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.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-20-05

Councilman Barbour made a motion, seconded by Councilman Wood, based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-05 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.

Unanimously approved.

- 4. Special Use Permit Request – Johnston Community College (JCC) Engineering Building. (SUP-20-06):** The applicant was 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 was 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.

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

Planning Director Stephen Wensman testified the Timmons Group was requesting a special use permit to construct a new building on the Johnston Community College (JCC) campus in the O/I Office/Institutional District. In Table 6.5 Table of Uses and Activities, community college is a listed as requiring a special use permit.

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 East Market Street frontage and no pedestrian access to adjacent commercial properties.

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 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.

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 a worthy goal. The Council might want to consider requiring a sidewalk along a portion of College Road in conjunction with this permit request. Staff felt the sidewalk requirement should be placed as a conditional of approval. The applicant does not agree with this condition.

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. 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 applicant has agreed (in writing provided to the Planning Director) that should the need for additional parking arise, they would construct additional parking.

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.

The applicant will be landscaping the disturbed areas of the site in accordance with the Town's landscape ordinance. A lighting plan was submitted showing pedestrian lighting and parking lot lighting, all in accordance with the lighting code.

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

STAFF'S FINDINGS OF FACT

1. The special use will not be detrimental or endanger public health, safety, or general welfare.
2. The special use is complementary to the existing campus.
3. The special use represents normal and orderly development of the campus.
4. Adequate utilities, parking, access and other facilities exist or are being adequately provided for.
5. Adequate egress and ingress currently exist to the site.
6. With a special use permit, the use will conform to the applicable regulations.
7. There are no conflicts with the Town's adopted plans.
8. With a special use permit, the use is permitted within the zoning district

The Planning Department recommends approval of the Special Use Permit, SUP-20-06, 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.

Planning Director Stephen Wensman has incorporated his entire record and provided it to Council in written form in the July 7, 2020 agenda packet.

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

Councilman Barbour questioned the sidewalk requirement and where it would be located. Mr. Wensman responded the sidewalks would be constructed from the sidewalk of the new building to the College Road right of way until it reached East Market Street.

Councilman Barbour questioned if there were currently sidewalks on Market Street. Mr. Wensman responded there were sidewalks at the new College Plaza and sidewalks at the Golden Coral

location. Mr. Wensman stated sidewalks are required in the OI district with any new construction. The hope is that additional sidewalks will be constructed along East Market Street so there is connectivity.

Councilman Barbour stated every dollar spent on sidewalks is money that cannot be spent on students in our community. While he understood the need for sidewalks, he did not believe they needed to be constructed at this time.

Mayor Moore asked the applicant if they agreed with the testimony provided by Mr. Wensman. Garrett Frank and Michael Haldeman with the Timmons Group representatives for Johnston Community College stated they agreed with the testimony provided by Mr. Wensman.

Mr. Frank testified as to the first condition concerning parking. He stated that parking was something they wanted to provide but constructing the parking may not provide for something else in the plan based on the overall budget of the project. If there are funds left in the budget, the additional parking will be added. As to the second condition, they were surprised that the sidewalks would be a requirement. He spoke with Dr. Johnson and he stated he could see the benefit of the sidewalks, but they would have to reprioritize items in the project based on this additional requirement. The College is working to keep its campus competitive and making the funding for the project go as far as it can. Dr. Johnson wants to be a partner with the Town, but there are concerns about leading people to the intersection of College Road and East Market Street without there being pedestrian crossing. Mr. Frank further testified if the sidewalks are a requirement, then other items from the overall project may not be able to be completed. The College wants to work with the Town on the pedestrian connection, but they do not want to waste these dollars for sidewalks.

Mayor Moore asked if there was any in attendance sworn to testify in this matter. There was no one in attendance sworn to testify in this matter.

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

The Written Finding

Councilman Barbour made a motion, seconded by Councilman Wood, to vote in the affirmative to all of the below eight stated Finding of Fact. Unanimously approved.

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.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-20-06

Councilman Barbour made a motion that based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-06 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.

Motion died for lack of a second

Councilman Wood made a motion, seconded by Councilman Stevens based upon satisfactory compliance with the above eight 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 recommend approval of Special Use Permit Application #SUP-20-06 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.

Councilman Wood, Councilman Stevens, Mayor Pro-Tem Dunn, Councilman Lee and Councilman Rabil voted in favor of the motion. Councilman Barbour voted against the motion. Motion passed 5 to 1.

CITIZEN'S COMMENTS:

- Antoine Williams of 6 Cedar Drive presented the Council with a petition signed by the neighbors on Cedar Drive. He explained there was still major flooding on Cedar Drive especially at 8 Cedar Drive. He questioned if larger pipes could be installed to alleviate the flooding. Mayor Moore asked the Town Manager to investigate this matter. Councilman Lee stated this was an ongoing issue and the Council should do its due diligence to address the issue and try to correct it.

CONSENT AGENDA:

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

1. The following minutes were approved
 - May 14, 2020 – Recessed Session
 - May 18, 2020 – Regular Meeting
2. Approval was granted for a salary increase for an employee in the electric department.
3. Approval was granted for various FY 2019-2020-year end budget amendments

GENERAL FUND

1. **Expenditures**

BEFORE

ADJ.

AFTER

10-30-5650-5300-3300 Garage - Supplies	\$ 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	<u>191,538</u>	<u>(22,000)</u>	<u>169,538</u>
	<u>\$ 449,188</u>	<u>\$ -</u>	<u>\$ 449,188</u>

To balance departments at year end

WATER/SEWER FUND

2. Expenditures

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	<u>218,060</u>	<u>(15,150)</u>	<u>202,910</u>
	<u>\$ 902,482</u>	<u>\$ -</u>	<u>\$ 902,482</u>

To balance departments at year end

ELECTRIC FUND

3. Expenditures

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

To balance departments at year end

FIREMEN RELIEF FUND

4. Revenue

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

To correct revenue source

4. Approval was granted for a FY 2020-2021 budget amendment

GENERAL FUND CAPITAL PROJECT FUND

1. Expenditures

	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
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

5. Agreement was approved and bid was awarded to Lane Lawn Care in the amount of \$69,000 for grounds maintenance services. Bids received are as follows:

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

6. Agreement was approved and bid was awarded to Heat Transfer Solutions in the amount of \$6,684.48 for HVAC services. Bids receive are as follows:

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

7. Agreement was approved and bid was awarded to Coverall in the amount of \$33,672 for janitorial services. Bids received are as follows:

- Coverall \$33,672.00
- Ace Cleaning Service \$50,484.00
- Pro Cleaning \$204,000.00

8. Agreement was approved and bid was awarded to Clegg's Pest Control in the amount of \$2,310 for pest control services. Bids received are as follows:

- Clegg's Pest Control \$2,310.00
- Home Masters \$3,564.00
- Griffin Exterminators \$3,720.00
- Orkin \$3,732.00
- Bugout \$8,040.00
- Economy Exterminators \$8,772.00
- Terminix \$8,940.00

9. Approval was granted to enter into a reimbursement agreement with Johnston County for Coronavirus Relief Funds.

Attached hereto and made a part of these official minutes is the agreement with Johnston County which is on file in the office of the Town Clerk.

10. Approval was granted to Adopt Resolution #661 (10-2020) amending the Fair Housing Plan
Attached hereto and made a part of these official minutes is Resolution # 661 (10-2020) amendment to the Fair Housing Plan which is on file in the office of the Town Clerk

11. The following Advisory Board Appointment was approved.

- Stuart Lee was appointed to a first term on the Appearance Commission.

12. New Hire Report

<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.

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

13. Approval was granted to promote a Water Plant Trainee to a Water Plant Operator I in accordance with the approved Career Ladder program.

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 address the Council on a request to enter 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. Mr. Johnson explained \$ 125,000 was allocated in the FY 2019-2020 for the construction of the splash pad. Mr. Johnson, Bill Dreitzler and Councilman Lee met several times at the location. The former site of the Eva Ennis Pool was chosen as the site for the new splash pad. Requests for qualifications were received for the design and construction of the splash pad. Carolina Recreation and design was selected and approved to design and construct the splash pad.

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 Parks and Recreation Department recommends that the Town enter into a contract with Carolina Recreation and Design for the construction of the splash pad. Mr. Johnson further explained that 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.

Councilman Rabil questioned if there would be shade structures. Mr. Johnson stated there would be some benches and some shade structures. The additional funds would be used for amenities.

Councilman Stevens made a motion, seconded by Councilman Wood, to approve the contract with Carolina Recreation and Design in the amount of \$119,600 for the construction of the splash park. Unanimously approved.

2. Bid Award and request for approval to enter into an agreement for Meter reading services

Public Utilities Director Ted Credle addressed the Council on a request to enter into an agreement with Grid One Solutions for meter reading service. Mr. Credle explained staff sent out 5 bid packets on June 11th and bids were received from three companies on July 2nd. Staff reached out to the apparent low bidder because their bid was extremely lower than the other two. Alexander's Contract Services presumed they could employ one person to read all the meters in Town. The current company employs three people to read all the meters in the Town. That number will be reduced to two people later in the fiscal year. Once Alexander Contract Services realized the scope of the project, they agreed that two people was needed for meter reading services in the Town at a cost of \$1.56 per read meter. Mr. Credle explained it was the recommendation of staff to award the bid to Grid One Solutions because they are familiar with the Town's system and they have a local presence. Alexander Contract Services is based out of Utah and they would employ people from Norfolk, VA to provide meter reading services to the Town. Also, the new company would like to install a cloud-based system which would not integrate with the Town's software. The request was to award the low bid to Grid One Solutions and allow the Town Manager to execute the contract on behalf of the Town.

Councilman Stevens made a motion, seconded by Councilman Rabil, to approve the contract with Grid One solutions for meter reading services and authorize the Town Manager to execute the contract on behalf of the Town. Unanimously approved.

Councilmembers Comments:

- Councilman Lee expressed his appreciation to Chief Powell, Chief Blanton, Tiffany Pearson, Kristin Sasser, Torch Light Academy in Wake County, C3 Church for all their assistance at the Sarah Yard Community Center. He expressed his concern about Code Enforcement explaining all property owners should be treated equally. Councilman Lee also addressed the need for adult athletics in the Parks and Recreation Department. He stated there has not been an adult basketball league since 2001. This would help provide something to do for the young adults in the community. He also suggested having an event to celebrate Juneteenth. Councilman Lee expressed his appreciation to Mayor Moore, Michael Scott, Tim Kerigan, Lawrence Davis and Chief Powell for attending the 100 Men in Suits event.
- Councilman Wood expressed his appreciation to Chief Blanton for the rolling parade the Fire Department recently conducted for a young man in his community. He also wished Mrs. Johnson a Happy 80th Birthday.
- Mayor Moore commended Councilman Lee for the 100 Men in Suits gathering. Mayor Moore informed the public that he and the Council fully supported the Smithfield Police Department and its officers. He expressed his appreciation to the officers who protect and serve in the Town of Smithfield. Mayor Moore asked that citizens be mindful when they are driving. Recently, he witnessed a rear end collision involving one of the Town trash trucks. He was very thankful that none of the Sanitation workers were on the back of the truck because they would have been injured. Mayor Moore informed Public Works Superintendent Lawrence Davis that he received a voicemail from a citizen commending the Sanitation employees. He asked Mr. Davis to convey that message to the employees. Mayor Moore asked Tim Kerigan to explain the recent awards the Town received. Mr. Kerigan responded the Town received 2 awards from NC3C. The awards were based on the efforts of Marketing and Communications Specialist Brian Eaves.

Town Manager's Report:

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

- The 100 Men in Suits was a great event and he commended Councilman Lee for organizing the event.
- Parks and Recreation Director Gary Johnson informed the Council that the elephant hunt is currently underway on the Greenway. There are 25 elephants hiding in the trees. This is a great way to enjoy the Greenway. Also, Oakie the talking Oak tree has been restored.

Adjourn

Being no further business, Councilman Wood made a motion, seconded by Councilman Stevens to adjourn the meeting. The meeting adjourned at approximately 9:01pm

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 08/04/2020

Subject: Temporary Use Permit
Department: Grace Community Church
Presented by: Stephen Wensman - Planning Director
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Grace Community Church to hold a Community Worship Night at the Neuse Amphitheater located at 150 S. Front Street from 6:00-8:00 pm.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Staff recommends approval of the temporary use permit application in accordance with any Executive Order by the Governor at the time of the event

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Grace Community Church is requesting to hold a Community Worship Night at the Neuse Amphitheater located at 150 S. Front Street from 6:00 pm- 8:00pm. Setup for this event would begin at 5:00 pm. Amplified sound would be used from 5:00 pm- 8:00pm. More than 100 people are expected to attend. No food or goods will be sold. No security has been requested or the use of trash canisters. The applicant is aware of the restrictions and concerns with the pandemic and will observe all required guidelines. The event is also contingent on 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 TEMP USE OR EVENT

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

OTHER TEMP USES

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

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

Community Worship Night Name of Event (if applicable)	Neuse Amphitheater 150.S. Front St. Location of Event/Use (exact street address)
Grace Community Church	

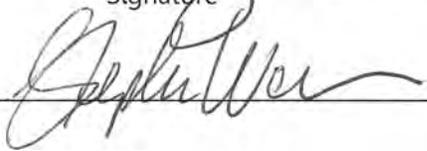
Applicant name Ryan Stary E-mail address pastorryan3@gmail.com
 Address 63 Brookwood Dr Zip 27577
 Phone number 704.401.4295 Event date 08-30-2020
 Event start time 6pm Event end time 8pm
 Event set up time 5pm Event cleanup time 9pm
 Sound amplification Hours 5-8 pm Will food or goods be sold? NO
 # Food Trucks if applicable N/A (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)
 Security agency name & phone, if applicable: N/A
 Will any Town property be used (i.e., streets, parks, greenways)? Neuse Amphitheater
 If any Town streets require closure, please list all street names. N/A
 Are event trash cans needed? NO How many? _____
 Property owner name (if not applicant) Town of Smithfield
 Address 350 E. Market Street Smithfield Zip 27577
 Phone number (919) 934-2116 E-mail address _____

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

Email applications to julie.edmonds@smithfield-nc.com or drop them off in the Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. If a person other than the property owner signs this application, a **notarized written authorization from the property owner must be attached.**

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

<u>Ryan V. Story</u> Applicant's Name (print)	<u></u> Signature	<u>07-09-2020</u> Date
Planning Director signature:	<u></u>	Date: <u>7-16-20</u>

OWNERS AUTHORIZATION

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

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

Property owners name (print) _____

Signature: _____ Date: _____



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 08/04/2020

Subject: Temporary Use Permit
Department: **Cista Lueeze's Brunch House Theatre, Inc.**
Presented by: Stephen Wensman – Planning Director
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow **Cista Lueeze's Brunch House Theatre, Inc.** to conduct a play at the Neuse Amphitheatre located at 150 S. Front Street on October 24, 2020 from 1:00 pm to 4:00 pm.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Staff recommends approval of the temporary use permit application in accordance with any Executive Order by the Governor at the time of the event

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Cista Lueeze’s Brunch House Theatre, Inc. is requesting to hold a play at the Neuse Amphitheatre located at 150 S. Front Street on October 24th, 2020 from 1:00 pm to 4:00 pm. Setup is scheduled to begin at 10:00 am and cleanup to end by 6:00 pm. Amplified sound will be used between the hours of 11:00 am-3:00pm. In case of rain, the new date would be November 7th, 2020. The applicant has requested to use the Amphitheatre for rehearsals on October 5th, 12th and 19th from 6:30 pm- 8:30 pm. They would like to use amplified sound for the keyboard only at the rehearsals. Food will be available for purchase at a minimal cost. A temporary tent smaller than 200 square feet will be used for participants to change into costumes and access refreshments. A U-Haul truck and personal vehicle will be temporarily parked for unloading and loading props. A Porta John has been requested for participants as well as (4) trash canisters. A police and EMS presence has also been requested. No street closures have been requested. The applicant is aware of the restrictions and concerns with the pandemic and will observe all required guidelines. The event is also contingent on 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 TEMP USE OR EVENT

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

OTHER TEMP USES

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

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

Non-Profit

Theatre in the park w/ Cista Luceeze	Neuse Amphitheater
Name of Event (if applicable)	Location of Event/Use (exact street address)

Applicant name Karima Johnson E-mail address Kjnyc626@yahoo.com
 Address 231 Hartley Drive Smithfield NC Zip 27577
 Phone number 919-673-3251 Event date 10-24-2020 or 11-7-2020 rain date
 Event start time 1:00pm Event end time 4:00pm
 Event set up time 10:00 am Event cleanup time 4-6:00 pm
 Sound amplification Hours 11:00-3:00 pm Will food or goods be sold? Yes (Hotdogs/Chicken)
 # Food Trucks if applicable N/A (requires valid permit for a Mobile Food Unit, NC Sales and Use Certificate, NC Department of Agriculture Permit, and/or ABC Permit, if applicable)
 Security agency name & phone, if applicable: N/A
 Will any Town property be used (i.e., streets, parks, greenways)? N/A
 If any Town streets require closure, please list all street names: N/A
 Are event trash cans needed? Yes How many? 4
 Property owner name (if not applicant) Jacqueline Woods / Cista Luceeze's Brunchhouse Theatre, LLC
 Address 166 Winding Oak Way Clayton NC Zip 27520
 Phone number 919-333-3358 E-mail address Jacquelinegathers@gmail.com
 Method of Payment: Cash _____ Check# _____ Credit Card _____ Amount \$ N/A

Email applications to julie.edmonds@smithfield-nc.com or drop them off in the Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

“Theatre in the Park with Cista Lueeze” Event Proposal

Who we are:

Cista Lueeze's Brunch House Theatre, Inc., is a registered nonprofit organization that is exempt from federal income tax under the Internal Revenue Code (IRC) Section 501 (c) (3). We are a public charity under religious organization category because we function as a Christian ministry that follows Biblical principles and standards.

Jacqueline Woods, *aka Cista Lueeze*, is a Gospel Comedian, Actress, Playwright, Lyricist and Minister that directs and produces Christian comedy stage plays.

In 2016 the theatre began presenting plays and to date have successfully performed eight productions at the Performing Arts Center in Garner, NC; the Paramount Theatre in Goldsboro, NC; and the W.J. Barefoot Auditorium in Benson, NC. Additionally we have enjoyed the privilege of sharing skits and plays at numerous community and church events in Johnston, Wake, Durham, Mecklenburg, Harnett, Cumberland and Wayne counties as well as in New Orleans, LA, Charleston, SC and Buffalo, NY.

Objective:

Due to the significant impact of COVID 19 and the closure of physical venues, we are striving to remain active within the performing arts arena and maintain our creativity now more than ever. In an effort to maximize safety and enjoyment, we would like to present a free outdoor public performance.

What:

The *“Theatre in the Park with Cista Lueeze”* event will consist of special invited guests to share remarks addressing topics such as voting, diversity and unity in the community; singing; praise dancing; and a live performance of the hit comedy stage play entitled *“The Life of the Funeral.”*

When:

Saturday, October 24, 2020 from 1:00pm until 4:00pm (Rain date is Saturday, November 7, 2020)

Where:

Neuse River Amphitheatre in Smithfield N.C.

Participants:

We have 18 Cast and Crew members along with 4 Musicians. Approximately 12 volunteers will act as Greeters and Ushers throughout the duration of the event.

Strategy:

- All participants (e.g., Performers, Musicians, Singers, Crew, and Volunteer Staff) checked for fevers, symptoms, and exposures as a mandatory precaution.
- Maximize physical spacing between participants while on and off-stage.
- Mandatory requirement for all participants to wear masks and/or face shields during the event.
- Hand Sanitizer will be accessible for participants and guests.
- Stationary seating will be marked with red tape designating six feet social distancing standards as well as indicating where guests can sit/stand.
- Guests can bring their own lawn chair/blanket to minimize the shared use of chairs.
- Proposed signage reflective of safety measures that encourage all attendees to social distance at least 6 feet apart, to refrain from mixing and mingling with others not in their household, and to wear masks and/or face shields will be displayed.

Food:

Hotdogs, snacks and drinks will be available at a minimal cost.

Temporary Structures:

Tent (less than 200 square feet) and/or small camper will be setup for participants to change into costumes and access refreshments.

U-Haul truck and personal vehicle will be temporarily parked for load in and load out of props.

Other Items Needed:

1. Order a Port-O-John for participants
2. Request onsite Police presence
3. Request onsite EMS presence
4. Request a Trash canister and removal
5. Request to have bleachers setup by the town
6. Temporary Use permit
 - a. Musicians will play music from their own amplifiers during rehearsals Oct 5, 12 and 19 from 6:30- 8:30 pm
 - b. Musicians will play music connected to Speakers and Mixer Board on the day of event only
 - c. Singers and actors will use microphones on the day of event only

For more information, please contact Jacqueline Woods @ 919-333-3358 or jacquelinegathers5@gmail.com



Request for Town Council Action

Consent
Agenda
Item: LGC
Response
Date: 08/04/2020

Subject: Local Government Letter Update
Department: Finance
Presented by: Finance Director - Greg Siler
Presentation: Consent Agenda Item

Issue Statement – Updated response to February 13, 2020 unit letter from the
Local Government Commission

Financial Impact –None

Action Needed – Council Members Signature

Recommendation – Each Council Member to Sign the August 4, 2020 Updated
Response

Approved: Town Manager Town Attorney

Attachments

1. Unit Letter
2. February 27, 2020 Response
3. August 4, 2020 Updated Response



Staff Report

Consent
Agenda LGC Response
Item:

In preparation for an upcoming meeting with the Local Government Commission on the **Town's Water Plant Expansion Loan** the Finance Director was asked to provide an update to the February 13, 2020 Unit Letter.



STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER

February 13, 2020

Honorable Andy Moore, Mayor
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Dear Mayor Moore:

The staff of the Local Government Commission (LGC) analyzed the audited financial statements of the Town of Smithfield for the fiscal year ended June 30, 2019. The results of the analysis revealed areas of concern regarding your financial operations and internal controls; the purpose of this letter is to convey those concerns to you and the Board. Specific items of concern are explained below.

We noted a repeated material weakness concerning your Town's internal controls that was communicated in writing to you by the auditor. We are concerned that the auditor reported as a material weakness, for the third consecutive year, that certain accounts were not being reconciled and adjusted in a timely manner. This finding was noted by the auditor to assist the Board in improving the Town's overall accounting system. Timely reconciling of accounting records should be a crucial component of the accounting process to ensure that management and the Board have accurate information to base decisions on. We also noted that the cause of the weakness for all three years was a software conversion consuming much of the finance staff's time. In your response, please also update us on the status of the Town's software conversion. We encourage the Board to monitor the Town's progress in implementing a plan to resolve this material weakness.

You are required to respond within the next 45 days. Please address the issue described and include your plans to remedy the issue. Your response should be on unit letterhead, signed by all board members, and emailed to unitletter@NCTreasurer.com or mailed to the address below. **If you are planning to issue debt that requires the approval of the Local Government Commission, we must receive a complete and thorough response to this letter before recommending your debt application.**

We are available to assist you in addressing each matter discussed in this letter. If you have questions, please contact me at 919 814-4289 or at Sharon.Edmundson@NCTreasurer.com.

Sincerely,

Sharon Edmundson, MPA, CPA
Director, Fiscal Management Section

cc: Travis Scott, Mayor Pro-Tem
John A. Dunn, Council Member
Marlon Lee, Council Member
Dr. David Barbour, Council Member
Greg Siler, Finance Director
North Carolina League of Municipalities

Emery Ashley, Council Member
Stephen Rabil, Council Member
David Stevens, Council Member
Michael Scott, Town Manager
Thompson, Price, Scott, Adams & Co., PA

Honorable Mayor
Town of Smithfield
February 13, 2020
Page 2

Honorable Andy Moore, Mayor
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Travis Scott, Mayor Pro-Tem
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Emery Ashley, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

John A. Dunn, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Stephen Rabil, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Marlon Lee, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

David Stevens, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Dr. David Barbour, Council Member
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Honorable Mayor
Town of Smithfield
February 13, 2020
Page 3

Michael Scott, Town Manager
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Greg Siler, Finance Director
Town of Smithfield
P O Box 761
Smithfield, North Carolina 27577

Thompson, Price, Scott, Adams & Co., PA
P O Box 398
Whiteville, North Carolina 28472

Chris Nida
North Carolina League of Municipalities
434 Fayetteville Strret, Suite 1900
Raleigh, North Carolina 27601

Michael Scott, Town Manager
Greg Siler, Finance Director
Tim Kerigan, Human Resources/PIO
Shannan Parrish, Town Clerk



350 East Market Street
Post Office Box 761
Smithfield, NC 27577

Bethany McKeel, Admin. Support Spec.

Telephone: 919.934.2116

Fax: 919.989.8937

February 27, 2020

Ms. Sharon G. Edmundson, CPA
Director, Fiscal Management Section
State and Local Government Finance Division
and Local Government Commission
Department of State Treasurer
3200 Atlantic Avenue
Raleigh, North Carolina 27604

Dear Ms. Edmundson:

In response to your February 13, 2020, letter to the Town of Smithfield mayor, Andy Moore, regarding weaknesses in the town's internal control system, I offer the following reply.

Accounts Not Reconciled and Adjusted In a Timely Manner — Auditors have historically assisted the Town of Smithfield (as with most governments) in preparing many of the year end adjusting journal entries as current staff is unable to prepare the more complex year end entries. This has been a long standing practice with Smithfield and many other communities throughout North Carolina. LGC has recently placed all of NC on notice that communities will need to make arrangements to complete these entries in a different manner other than having their auditors complete them. This will require the Town to hire an additional accounting firm or a CPA to make these entries. This is an issue we are scheduled to discuss with Town Council during this year's budget process.

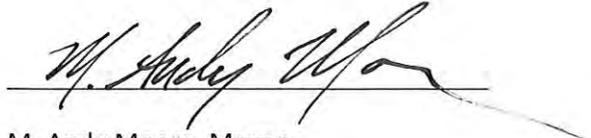
Software Conversion As Cause for Accounts Not Reconciled and Adjusted In a Timely Manner —The Town's software conversion was never the cause for our auditing firm making year end adjusting journal entries. Rather it has been a long standing practice of the Town to have our auditor prepare many of the year end entries as current staff is not trained to do so. With that said, the Town plans to hire an additional accounting firm or a CPA this fiscal year to make these year-end adjusting entries.

Please feel free to call me if you have other concerns or questions.

Sincerely,



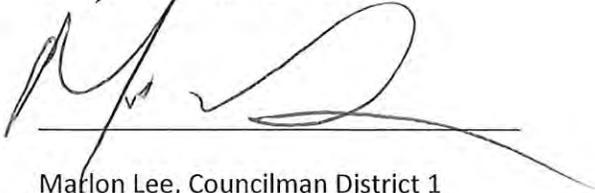
Gregory Siler
Finance Director
Town of Smithfield



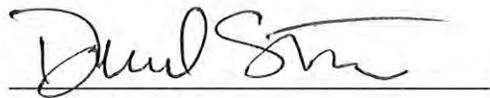
M. Andy Moore, Mayor



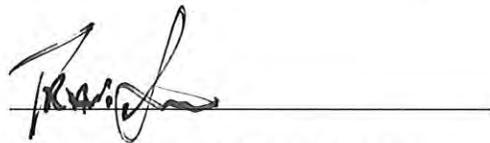
John A. Dunn, Mayor Pro-Tem



Marlon Lee, Councilman District 1



David Stevens, Councilman District 2



Travis Scott, Councilman District 3



Dr. David Barbour, Councilman District 4



Stephen Rabil, Councilman At-Large

Home of Ava Gardner Museum



Roger A. Wood, Councilman At-Large

cc: Michael L. Scott, Manager
TPSA and Co., P.A.

Home of Ava Gardner Museum

Michael Scott, Town Manager
Greg Siler, Finance Director
Tim Kerigan, Human Resources/PIO
Shannan Parrish, Town Clerk



350 East Market Street
Post Office Box 761
Smithfield, NC 27577

Bethany McKeel, Admin. Support Spec.

Telephone: 919.934.2116

Fax: 919.989.8937

August 4, 2020

Ms. Sharon G. Edmundson, CPA
Director, Fiscal Management Section
State and Local Government Finance Division
and Local Government Commission
Department of State Treasurer
3200 Atlantic Avenue
Raleigh, North Carolina 27604

Dear Ms. Edmundson:

In response to your February 13, 2020, letter to the Town of Smithfield Mayor, Andy Moore, regarding weaknesses in the town's internal control system, I would like to offer the following update.

Accounts Not Reconciled and Adjusted In a Timely Manner — Balance sheet accounts and accounts receivable balances will be reviewed quarterly and adjusted if necessary going forward. The Town plans to hire a certified public accountant as an Assistant Finance Director in the first half of FY21 to assist with these functions.

Software Conversion As Cause for Accounts Not Reconciled and Adjusted In a Timely Manner — The software conversion is now complete and functioning satisfactorily.

Please feel free to call me if you have other concerns or questions.

Sincerely,

Gregory Siler
Finance Director
Town of Smithfield

M. Andy Moore, Mayor

John A. Dunn, Mayor Pro-Tem

Marlon Lee, Councilman District 1

David Stevens, Councilman District 2

Travis Scott, Councilman District 3

Dr. David Barbour, Councilman District 4

Stephen Rabil, Councilman At-Large

Roger A. Wood, Councilman At-Large

cc: Michael L. Scott, Manager
TPSA and Co., P.A.

Home of Ava Gardner Museum



Request for Town Council Action

Consent Police
Agenda Department
Item: Promotion
Date: 08/04/2020

Subject: Promotion
Department: Police Department
Presented by: Chief of Police - R.K. Powell
Presentation: Consent Agenda Item

Issue Statement

This is a request to promote one officer from the rank of Police Officer II (PO II) to Master Police Officer (MPO)

Financial Impact

This salary increase will be covered by the police department's current budget and will not require a budget amendment to the current salary line item. In this case the required salary increase for the current budget year will be \$2,443.82.

Action Needed

It is requested this Officer be allowed the promotion

Recommendation

Staff recommends approval of this promotion.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Career Ladder
3. Officer's request and training record



Staff Report

Consent
Agenda Promotion
Item:

This is a request to promote one officer from the rank of Police Officer II (PO II) to Master Police Officer (MPO), moving from pay grade 17 to pay grade 18. Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or a 5% increase, whichever is greater.

This Officer has followed the attached career ladder policy previously approved by the Council found in the support documentation and has earned the promotion. The Police Chief recommends this promotion and a five percent salary increase, moving him to the next pay grade in the current Town salary schedule.



Chapter 500
Personnel Policy 504: Promotions & Career Development
Effective Date: January 1, 2014 Revised Date: September 4, 2018
Approved by: Chief Robert K. Powell

R.K. Powell

I. POLICY STATEMENT

It shall be the policy of the Department to select the most qualified candidates to fulfill the duties and responsibilities of each position within the agency. All aspects of this policy are in keeping with the Department's goals as an equal opportunity employer.

II. COMMENTARY

The purpose of this directive is to establish guidelines for the administration of the Department's promotion process.

A career ladder program will provide for the advancement of police officers who demonstrate increasing levels of knowledge, skills, and abilities. Advancement and promotional processes will be administered fairly and impartially, using testing and evaluation mechanisms that evaluate past performance as well as future potential through the use of job-related criteria.

III. PROCEDURES

A. Administration

1. The Smithfield Police Department is responsible for the administration of the promotion process. When deemed necessary, assistance may be utilized from other entities within or outside of Town government.
2. The Chief of Police has the authority and responsibility for administering the Department's promotion process. All promotional materials will be maintained and secured in the Chief's office.
3. Responsibilities of the Chief of Police include:
 - a) Maintaining authority over all phases of the process
 - b) Determining the skills, knowledge, and abilities required for each position
 - c) Initiating promotional processes on an as-needed basis
 - d) Selecting a candidate for promotion at the completion of the process

4. The Chief of Police may delegate selected duties to other Departmental employees to facilitate the promotional process.

5. When it is deemed in the best interest of the Department, the Chief of Police may waive any of the prescribes qualifications or eligibility requirements, except those established by the North Carolina Criminal Justice Education and Training Standards Commission or other legal authority.

B. Vacancy Announcements

1. Prior to the commencement of any promotional process, the Department will post written notices announcing the following information:

- a) Description of the position to be filled;
- b) Description of eligibility requirements;
- c) Closing date

2. Personnel eligible to participate in the promotional process will submit a letter of intent through the chain of command to the Chief of Police. The candidate's supervisor and each person in the chain of command will indicate approval or disapproval of the candidate's suitability to participate in the process. Disapprovals must be justified in writing and forwarded to the Chief of Police.

3. Once the application period for the given position has been officially closed, all eligible applicants who meet the minimum requirements for the position will be considered for the Department's promotional process. The Chief of Police or designee will ensure the eligibility of the applicants prior to the beginning of the promotion process.

4. When deemed necessary, the Chief of Police has the authority to order a written test for any promotional process. Written tests given will be standardized, validated, and approved by the Town Human Resources Department.

5. An officer who is not recommended for promotion by his/her supervisor will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

C. Promotional Procedures

1. Chief of Police or designee will conduct a review of applicable Human Resources and Departmental personnel records in order to evaluate the promotional potential of the candidates. This review serves to verify law enforcement credentials, certifications, and work performance history of the applicants to ensure that the minimum qualifications have been met for each applicant. Candidates are not ranked at this point of the process; however, candidates who do not meet all the preferred qualifications for the position may be eliminated at this stage of the process. Candidates are ranked according to their promotional potential only at the completion of the assessment center phase of the promotion process.

2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.
3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.
4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.
5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).
6. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

D. Minimum Qualifications for Promotion

1. Sergeant

To be eligible for promotion to the position of Sergeant, candidates must:

- a) Have served as a Police Officer II for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete First Line Supervision;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

2. Lieutenant

To be eligible for promotion to the position of Lieutenant, candidates must:

- a) Have served as a Sergeant for two years;
- b) Within 12 months of promotion to Lieutenant, an officer must complete a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Captain

To be eligible for promotion to the position of Captain, candidates must:

- a) Have served as a Lieutenant with the Smithfield Police Department for two years;
- b) Have completed a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Advanced Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

7. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

E. Review and Appeal

1. Within (5) working days of the conclusion of a promotional process, candidates may review their performance results in each element of the promotional process to include:

- a) Review of the answer key to any written exams administered, unless prohibited by the leaseholder of the test
- b) Review of the written results of scored elements of the selection process
- c) Review of reports/materials used in the selection process

However, in accordance with NCGS 160A-168(C1), testing or examination materials may be withheld from disclosure to the employee or other persons if the material was used solely to determine qualifications for promotion and in the opinion of the agency the disclosure of such material would compromise the objectivity or the fairness of the testing or examination process.

2. Candidates may contest any results filed by requesting a meeting with the Chief of Police or designee administering the process. The Chief of Police or designee will conduct a review of the report(s) and discuss findings with all staff in the supervisory chain of command.

3. The Chief of Police or designee will inform the contesting employee of the final decision at the completion of the review.

4. If an employee feels that fair treatment has not been received during any portion of the promotional process, he/she is urged to use the Department's grievance procedures contained in Policy 507.

F. Career Ladder

1. The career ladder program will include the following classifications.

- a) Police Officer I
- b) Police Officer II
- c) Master Police Officer

2. Each level in the career ladder will have certain minimum requirements necessary to qualify for advancement or promotion to the next level. Upon fulfilling the requirements necessary for advancement to Police Officer II and Master Police Officer the officer will submit a memorandum to the Chief of Police containing the following information:

- a) Hire date
- b) Date of last advancement, if applicable
- c) Level of education
- d) Complete list of required classes and dates attended
- e) Date awarded applicable law enforcement certificate(s)

3. This memorandum must be endorsed by the officer's Team Commander and the appropriate Division Commander. The Division Commander will forward the memorandum to the Chief of Police after having verified the information contained therein.

4. An officer who is not recommended for advancement will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

5. After consideration of all factors deemed relevant by the Chief of Police, the officer will be notified of the advancement decision within 30 days following receipt of the memorandum by the Chief of Police.

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

- a) Meet the basic requirements established by the North Carolina Criminal Justice Education and Training Standards Commission
- b) Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy
- c) Appear before a Department review board made up of officers selected by the Chief of Police
- d) Pass an extensive background investigation and successfully complete a psychological evaluation, physical examination, drug test, and polygraph examination

All finalists will be interviewed by the Chief of Police. Officers are required to successfully complete the department's Field Training Program and required Solo Patrol Assignment within the first year of Probationary employment.

2. Police Officer II

To be considered for advancement to Police Officer II, candidates must:

- a) Have completed the following as a Police Officer I:
 - * Successfully completed one year probation and probationary requirements in as required in Police Officer I
 - * Receive Radar Certification
 - * Receive Standardized Field Sobriety Testing Certification
 - * Receive Intoximeter Certification
- b) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- c) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Master Police Officer

To be considered for advancement to Master Police Officer, candidates must:

- a) Have served as a Police Officer II for one year
- b) Have completed training hours, including:
 - 40 hours of Management/Supervision Training
 - Field Training Officer Certification and become Field Training Officer for the Department. After completion of FTO Training, the officer can be assigned a trainee by the Chief of Police or his Designee
 - Completion of Crisis Intervention Team (CIT) Certification.

c) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal

d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

Smithfield Police Department

Interoffice Memorandum

Date: 07/06/2020

To: Chief Powell

From: Patrol Officer

Subject: Career Ladder Advancement to Master Police Officer.

This memorandum is a formal request for advancement to Master Police Officer.

I have over nine years of law enforcement experience and currently possess a High School Diploma level of education. I was employed with the Robeson County Sheriff's Office as a Deputy Sheriff/Detention Officer from 09/2010 to 11/2014. I was employed with the Whiteville Police Department from 12/2014 to 02/2017. I have been employed with the Smithfield Police Department since 03/27/2017.

I have completed numerous training courses to help further my career, including the required training for the Police Officer I and Police Officer II rank. The following completed training is evidence I have met the requirements for the advancement to Master Police Officer:

-I was promoted to the rank of Police Officer II on 06/02/2019.

-Obtained the Crisis Intervention Team certification.

-Completed the First Line Supervision course (40hours).

-Obtained the Field Training Officer certification.

I have received a better than satisfactory on my last 2 performance appraisals. I appreciate your time and consideration in this matter.

Sincerely, 

CC: Lt. J. Beyer 

Capt. J. Grady 



JOHNSTON COMMUNITY — COLLEGE —

One College • Endless Opportunities

Certifies

Has Successfully Completed the Requirement of

Crisis Intervention Team

October 30 — November 3, 2017 - 40 hours/credits

Johnston County Mental Health

Steve Godwin
Director of Law Enforcement Programs

Kevin Driver
B.L.E.T. School Director

COASTAL PLAIN LAW ENFORCEMENT TRAINING CENTER
WILSON COMMUNITY COLLEGE

Certificate

awarded to

for successful completion of

First Line Supervision

(40.0 Hours)

On this 17th day of January, 2020



LAW ENFORCEMENT
TRAINING CENTER



Darlene W. Hall

Darlene Hall
DIRECTOR OF TRAINING

Kimberly W. Gamlin

Kimberly Gamlin
EXECUTIVE DEAN OF CONTINUING EDUCATION

**COASTAL PLAIN LAW ENFORCEMENT TRAINING CENTER
WILSON COMMUNITY COLLEGE**

Certificate

awarded to

for successful completion of

Field Training Officer Training (Hybrid)

(40.0 Hours)

On this 13th day of March, 2020



Dulore W. Hall

President Hall
Wilson Community College

Sherry W. Davis

Executive Health Representative, JPEA, AUSA





Request for Town Council Action

Consent Agenda Item:	Traffic Grant
Date:	08/04/2020

Subject: GHSP Traffic Grant
 Department: Police Department
 Presented by: Chief of Police - R.K. Powell
 Presentation: Consent Agenda Item

Issue Statement

The police department has been approved to begin the next phase of the GHSP's FY 2021 funding process, which Council had already approved the agency to apply for the grant in March of 2020. This phase allows the agency to complete a grant agreement with NC GHSP to provide the outcomes in the final grant application. The police department is requesting the attached Resolution be signed by Council, so the department can continue in the process of obtaining this traffic grant. The police department will bring this back before the board if the grant is approved to get Council's final approval to accept.

Financial Impact

Approved Budgeted Amount for FY 2019-2020:

Amount of Purchase/Bid/ Contract: Grant would pay 85% first year, 70% second year and 50% third year. First year grant: \$242,492/ Towns Portion: \$35,745, Second Year Grant \$122,008/ Towns Portion \$36,603, Third Year Grant \$122,008/ Towns Portion \$61,004.

Action Needed

It is requested that the Town Council sign the attached Resolution to allow the agency to move to the second phase of this grant application to create a traffic safety team.

Recommendation

It is requested that the Town Council sign the attached Resolution to allow the agency to move to the second phase of this grant application to create a traffic safety team.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Grant Information
3. Resolution



Staff Report

Consent Traffic
Agenda Grant
Item:

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

It is estimated the year one grant would be \$242,492.00. The match for the Town in the first year would be \$35,745.00. **In year 2, the grant amount would be \$122,008, with the town's match being \$36,603.** Year 3 would be like year 2 in the grant amount, but the match would increase to \$61,004. Following year three of the grant, all equipment becomes the property of the town and the town is under no obligation to continue the program. The number of officers hired under the grant could then be decreased through attrition, should the Council choose to do so.

In summary, the Town would receive assets and police officer time equal to \$486,508 at a three-year total cost to the Town of \$133,352. The Town is under no obligation to accept these funds until after the grant is approved and comes back to Council for final approval.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 8, 2020

James Grady
TOWN OF SMITHFIELD
PO Box 761
SMITHFIELD NC 27577

Application #: 100009081
Program: GHSP2021-PERSONNEL/EQUI
Project : TOWN OF SMITHFIELD

Ref : Application Approval

Dear James Grady,

Congratulations! The NC Governor's Highway Safety Program (GHSP) has approved your agency to begin the next phase of GHSP's FY 2021 Funding process.

This phase allows your agency to complete a grant agreement with NC GHSP to provide the outcomes outlined in the final grant application. Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September, once your Agreement is finalized.

The next step of the funding process is the submission of several key documents via the Grants Management System. Please contact your Highway Safety Specialist if you have any questions about completing these documents.

The GHSP appreciates your dedication and contribution to highway safety.

Sincerely,

Mark Ezzell
Director

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
GOVERNOR'S HIGHWAY SAFETY PROGRAM
1508 MAIL SERVICE CENTER
RALEIGH, NC 27699-1508

Telephone: (919) 814-3650

Website: www.ncdot.gov/programs/GHSP/

Location
750 NORTH GREENFIELD PARKWAY
GARNER, NC 27529

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

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

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

6. Audits.

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

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

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

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

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

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

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is _____.

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

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

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION
Town of Smithfield Resolution
No. 662 (11-2020)

WHEREAS, the Smithfield Police Department (herein called the "Agency")
(The Applicant Agency)
has completed an application contract for traffic safety funding; and that Town of Smithfield Town Council
(The Governing Body of the Agency)
_____ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Town of Smithfield Town Council IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Smithfield, NORTH CAROLINA,

THIS 4th DAY OF August, 20 20, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Michael L. Scott, Town Manager is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ 486,508 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 133,352 as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
M. Andy Moore, Mayor

ATTESTED BY _____
Shannan L. Parrish, Town Clerk

SEAL

DATE August 4, 2020



Request for Town Council Action

Consent
Agenda
Item: Award of
Contract
Date: 08/04/2020

Subject: Award of Contract for Janitorial Cleaning Services

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

The Town water plant removed itself from the general Town contract for janitorial cleaning services, due to the level of cleanliness required to maintain sanitary operations at the water plant. As the current service is expiring, a new contract is needed to continue service. Such cleaning services were publicly advertised for bid and the low bidder has been submitted to the Council for approval.

Financial Impact

This expense was included as part of the approved water plant Water Fund budget in the FY 2020-2021 budget year. Annual cost is \$5,040.

Action Needed

Approve the proposed contract with the low bidder, as recommended by staff.

Recommendation

Staff recommends the approval of the proposed contract with Environmental Service Systems and allow the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. **Request for Proposals**
3. Proposed Contract with The Low Bidder
4. Proposed Scope of Services for the Contractor
5. Bid tabulation



Staff Report

Consent
Agenda
Item: Award of
Contract

In accordance with Town purchasing policy, the janitorial cleaning services for the Town water plant was re-bid for services. The services were advertised publicly on July 2; as well as, sent to known & trusted firms via direct e-mail solicitation. Bids were received on July 23, 2020 and the low bidder has been identified.

Staff is asking the Council to authorize the Town Manager to execute the contract for the proposed Janitorial Cleaning Services.

**TOWN OF SMITHFIELD
NORTH CAROLINA**



**REQUEST FOR PROPOSALS
JANATORIAL CLEANING SERVICES
FOR TOWN OF SMITHFIELD**

RFP NO. 21-001

Proposals Due Date:

**July 23, 2020
11:00 A.M.**



JANITORIAL CLEANING 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 Janitorial Cleaning Services. The selected contractor is to perform the work on a weekly basis at the Town water plant for the Town of Smithfield.
- 2.0 **BACKGROUND:** The Town desires a private contractor to perform these services to maintain a clean and healthy operating environment at the Town water plant.
- 3.0 **TOWN DESIGNATED REPRESENTATIVE:**
Mr. Dale Boyette
Water Plant Superintendent
Town of Smithfield
515 N. Second Street
Smithfield, NC 27577
(919) 934-2661
Dale.boyette@smithfield-nc.com

Should Any proposing contractor request a visit to be familiar with the site, please contact Mr. Boyette to coordinate the visit.

- 4.0 **WORK REQUIREMENTS:** The Contractor is to clean the Town water plant on Mondays, Wednesdays and Fridays of each week. The following is the list of services expected:

Service Expected Each Visit:

1. Empty all waste receptacles and remove trash to the dumpster located on site
2. Sweep lobby, steps, and hallway and damp mop on each service with neutral cleaner
3. Clean all bathrooms complete and fixtures - sanitize (2 bathrooms upstairs, one downstairs); disinfect toilets & urinals; clean all wash basins and wet mop bathroom floors
4. Clean & sanitize all drinking fountains and polish with cleaner
5. Refill all paper towels, toilet paper, and soap supplies as needed (soap and paper products provided by the Town)
6. Clean all glass entrance doors and side panels, inside and outside
7. Kitchen area – wipe down counters, tables / spot clean outside of cabinets / clean sink and fixtures / clean microwave, inside and outside / clean outside of stove and wipe out inside of stove
8. Meeting Room – check and dust furniture as needed. Empty trash

Services Expected Twice per Week:

1. Dust office furniture and equipment – wipe down ledges, sills, pictures, clocks, signs, etc.
2. Vacuum floors in the office and conference room (both downstairs). Vacuum entry mats.

Service Expected Once per Week:

1. Apply polish to all desks that have been cleaned off and to conference room table
2. Clean and sanitize light switches all telephones, door knobs, handles and push plates

Service Expected Once per Month:

1. Wash all restroom ceramic wall tiles and wipe down hall walls
2. Vacuum & dust all chair seats
3. Wipe down vents & returns (12' step ladder)
4. Wipe down all door jambs and baseboards in the building
5. Wipe don light covers and remove bugs form inside light covers (high step ladder)

The Town will provide toilet paper, paper towels & large trash bags. The Town will provide storage space for the Contractor to use for supplies and/or tools. The Contractor is expected to provide all necessary cleaning chemicals & cleaning accoutrements to perform the work.

- 5.0 **SCHEDULES/TIMELINES:** The initial term of the contract is from September 1, 2020 through June 30, 2021. It is presumed the work will be performed weekly; on Monday, Wednesday and Friday. The facility is open daily, from 7:00 am through 4:00 pm. 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 Janitorial Cleaning Services for the Town water plant in the Town of Smithfield. Proposals will be received until 1100 a.m., on July 23, 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 janitorial cleaning services, as specified in the Section 4.0 "Work Requirements" (above).

Item No.	Description	Units	Estimated Quantity	Proposed Rate (per month)
1	Cleaning Services	per	Monthly billing	\$_____

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 August, 2020, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Arena’s Cleaning Services dba c/o Environmental Service System 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 September 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 Four Hundred and 20/100 dollars (\$ 420.00) as full monthly 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: Environmental Service Systems
4917 Water's Edge Drive, Suite 238
Raleigh, NC 27606

- 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

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 Environmental Service Systems (hereinafter referred to as “Contractor”), which contract is dated September 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 Environmental Service Systems to perform janitorial cleaning services for the Town of Smithfield. This cleaning service is needed to provide a healthy work environment for Town employees.

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 at the Town water plant, located at 515 N. 2nd Street in the Town of Smithfield.

IV. Schedules/Timelines (When): The Contractor shall proceed with cleaning 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 at the Town water plant in the Town of Smithfield.

VI. Payment: Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted MUST reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a monthly rate not to exceed \$ 420.00 per month; in accordance with the attached proposal, provided by the contractor.

Town of Smithfield Water Plant Cleaning Services

Bid Tabulation - Bids Received: July 23, 2020

	Contractors	Unit Bid Price (per month)	Duration of Contract	Bid Price
1	Parrish Cleaners	\$ 821	12	\$ 9,852.00
2	Jani-King	\$ 795	12	\$ 9,540.00
3	iSparkle	\$ 600	12	\$ 7,200.00
4	Environmental Service Systems	\$ 420	12	\$ 5,040.00
5				
6				
7				

This is to certify that the bids tabulated herein were publically opened and read aloud at 11:00 a.m. on the 23rd day of July, 2020 at the Town of Smithfield Operations Center located at 230 Hospital Road, Smithfield, North Carolina.



Ted Credle, Director of Public Utilities



Request for Town Council Action

Consent	2021
Agenda	Knuckleboom
Item:	Loader truck
Date:	08/04/2020

Subject: 2021 Knuckleboom Loader truck
Department: Public Works Department
Presented by: Public Works Director – Lenny Branch
Presentation: Consent Agenda Item

Issue Statement

The Public Works Department is proposing the purchase of a 2021 Freightliner Knuckleboom Loader truck from Amick Equipment. The purchase in the amount of **\$146,546.00 will be through the NC Sheriff's Association BID # 19-03-0504RR.**

Financial Impact

Approved Budgeted amount for FY 2020- 2021: \$160,000.00
Amount of contract Bid: \$146,546.00

Action Needed

Council approval to purchase the 2021 Freightliner Knuckleboom Loader truck.

Recommendation

Staff recommends awarding Amick Equipment the contract in the amount of 146,546.00.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Quotes



Staff Report

Consent
Agenda
Item: 2021
Knuckleboom

The Town Council approved \$160,000.00 in the Public Works Sanitation Division capital line for the purchase of a new Knuckleboom Loader truck. The Public Works Department received three (3) bids for the purchase. The proposals received are as follows;

- | | |
|--|--------------|
| 1. Carolina Environmental Systems Inc. | \$144,000.00 |
| 2. Amick Equipment | \$146,546.00 |
| 3. Public Works Equipment | \$151,600.01 |

Although Amick Equipment was not the lowest bid for the truck staff is recommending them for the purchase. Our history with the Pac Mac Loader Carolina Environmental proposed has not been great. We recently had to replace the main swivel cylinder on our Pac Mac Loader costing the town \$3,451.89. We currently have two Lightning Loader trucks in our fleet, both in which seem to hold up better. Staffs recommendation is to award Amick Equipment the purchase contract in the amount of \$146,546.00

Carolina Environmental Systems, Inc.
306 Pineview Dr, Kernersville, NC 27284
2701 White Horse Rd., Greenville, SC 29611
500 Lee Industrial Blvd, Austell, GA 30168
800-239-7796

6-12-10

To: Town of Smithfield, NC
Attn: Lawrence Davis...lawrence.davis@smithfield-nc.com

Re: Knuckleboom loader budgetary quote....via NC Sheriffs Association contract # 20-04-0506R, lot 40

Loader:

New Pac Mac model KB20H
Dual stand up controls, joy stick operated
Tandem pump/electric (hot) shift PTO
H-style outriggers
16' to 20' reach
No exposed hoses around operator
60" x 48" grapple with dual top mount clamp cylinders, replaceable cutting edges, shields over fittings and 360° continuous rotation
Boom rotation: 270°
Large 25 ¾" x 3 ½" steel slewing ring
Internal load holding valves on all boom cylinders

Body:

New Pac Mac Model TKB 18/24
18' long – 24 cubic yards
42" front sides tapered up to 60"
Dual barn doors,
Dual outboard lift cylinders
Two rear amber, LED, alternating flash safety lights in upper door post
Rear door posts – double walled
Folding ICC bumper
LED body lights
Boom over height alarm
Mounting and paint

Tarp system, armless, ¾ coverage, spring loaded return tarp

Pac-Mac warranty: 1 year complete, 2 year on turntable drive motor, 3 year structural

Color: Loader: Safety Red
Body: Black

Chassis: New 2019 Freightliner model M-2 , new and unused

Engine: Cummins ISB 250 HP, 660 ft. lbs torque

Transmission: Allison model 3000 RDS -- 6 speed

190" cab to axle, 96" afterframe

120,000 KSI frame

33,000 lbs GVWR

12,000 lbs front axle, 12,000 lbs suspension

21,000 lbs rear axle, 23,000 lbs suspension

Standard 11r x 22.5 tires steel rims

Rear ratio: 6.14

Other: Air ride driver's seat, 2 man passenger seating, horizontal exhaust

AM/FM radio, 50 gallon fuel tank, 6 gallon DEF tank, air conditioning,

air dryer, tilt/telescoping steering wheel

Freightliner base warranty: 2 years

Cab color: white

TOTAL PRICE \$ 144,000.00

Delivery time: immediate

Price includes delivery to you.

We certainly appreciate the opportunity to submit this information. If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,
Matt Keeble



KB-20 SERIES



**A FIVE-STAR RATING PUTS
THE KB-20 SERIES IN A
CLASS OF ITS OWN.**

Recognized for quality, safety, economic efficiency, user-friendliness, and durability, this series really raises the bar. The KB-20 Series was designed for easy operator access, service, and maintenance, all with a low initial cost, making this the total package. DO IT RIGHT with Pac-Mac®!

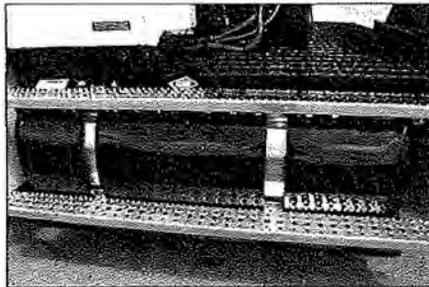
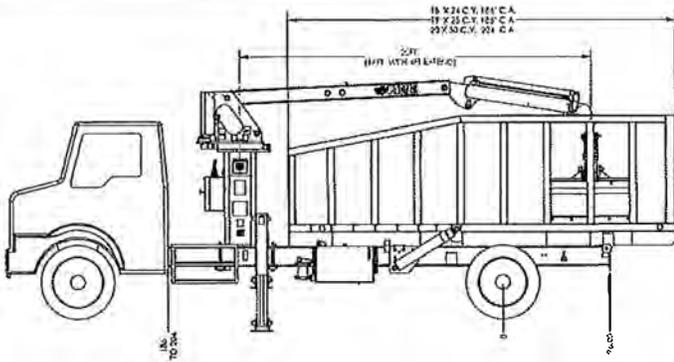


E-PAC-MAC.COM

MANUFACTURED BY HOL-MAC CORPORATION
P.O. BOX 349, BAY SPRINGS, MS 39422 • 601.764.4121

NJPA
National Joint Powers Alliance
031014-HMC

KB-20 SERIES



▲ Pac-Mac can accommodate a variety of CNG tank options including below the rail saddle tanks or back of cab, above rail tanks

TECHNICAL DATA AND SPECIFICATIONS:

GENERAL SPECIFICATIONS

Height of boom to ground in lowest travel position (based on 37 in. chassis height)	11 ft.
Boom length (16 ft. with 4 ft. extension)	20 ft.
Optional boom lengths (fixed)	16 / 17 / 18 ft.
Boom rotation	270° non-continuous
Lifting capacity at 20 ft. (with bucket)	3,300 lbs. (standard) 3,600 lbs. (optional)
H Style outriggers	
Outrigger (extended)	11 ft. 8 in.
Outrigger (retracted)	8 ft.
Hydraulics	Tandem pump for simultaneous operation of multiple functions
Operator controls	
Standup	Individual levers or pilot operated hydraulic joysticks
Rotating platform	Mechanical joysticks or pilot operated hydraulic controls

RECOMMENDED CHASSIS

Cab to axle (CA)	See Chassis Requirements
Front axle	12,000 lbs. (minimum) - single rear axle 14,000 lbs. (minimum) - tandem rear axle
Rear axle	21,000 lbs. (minimum) - single rear axle 40,000 lbs. (minimum) - tandem rear axle
GVW	33,000 lbs. (minimum) - single rear axle 54,000 lbs. (minimum) - tandem rear axle
Engine	225 HP (minimum)
Transmission	Automatic or manual
Frame	1,500,000 RBM

FEATURES:

- All hoses are enclosed within pedestal
- Pilot operated check valve integrated into booms and outriggers
- Pilot operated hydraulic joysticks
- Greaseless mechanical levers
- H-style outrigger design
- Built-in holding valves for safety
- Smooth pads for minimal street damage
- "Outrigger Up" safety feature (optional)
- Twin cylinders provide superior biting force (bucket)
- High strength tempered steel replaceable cutting edges (bucket)
- Anti-scalp design (bucket)
- 360 degree continuous rotation (bucket)
- Optional bucket designs available to meet your needs
- Ease of use when dealing with heavy, bulky materials
- Complete discharge due to fully opening, swinging door(s)
- Optional pneumatic air latch
- Bumper meets D.O.T. rear impact standards
- Twin telescopic dump cylinders
- Scissor hoist dump (optional)
- 45 degree body tilt for complete cleanout
- Integral holding valves in main and tip boom cylinders for increased safety
- Ductile iron gland/piston, chrome rods, replaceable bronze bushings
- 1 year hydraulic warranty

BODY

Length	18 / 19 / 20 ft.
Capacity	20 / 24 / 25 / 30 cubic yds.
Tilt to 45° for dumping	
Door style	Single, double, or scow
Floor	3/16 in. (1/4 in. optional) 8 in. main sill 4 in. joist with 12 in. spacing
Sides	Side ribs 24 in. spacing
Tarp	Spring assist with arm Spring assist armless Electric with arm
Lighting	Incandescent and L.E.D. Mid-body turn signals (where applicable) Smart light (optional) Customer specific light location

BUCKET

Width	4 ft.
Fully open	5 ft.

ALL DESIGN, SPECIFICATIONS AND COMPONENTS ARE SUBJECT TO CHANGE AT THE MANUFACTURER'S SOLE DISCRETION AT ANY TIME WITHOUT NOTICE. DATA PUBLISHED HEREIN IS FOR INFORMATION PURPOSES ONLY AND SHALL NOT BE CONSTRUCTED TO WARRANT SUITABILITY OF THE UNIT FOR ANY PARTICULAR PURPOSE, AS PERFORMANCE MAY VARY WITH THE CONDITIONS ENCOUNTERED. THE ONLY WARRANTY IS OUR STANDARD WRITTEN WARRANTY FOR THIS PRODUCT AT THE TIME OF SHIPMENT.



HOL-MAC CORPORATION
P.O. BOX 349, BAY SPRINGS, MS 39422
601.764.4121



S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-18M	M2 PRL-18M (EFF:04/17/18)		
Data Version			
DRL-007	SPECPRO21 DATA RELEASE VER 007		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-004	END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 In		
AF3-1W5	HOL MAC CORPORATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21V	CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-005	PTO SPEED 1 SETTING - 900 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D9	DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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Data Code	Description	Weight Front	Weight Rear
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AR	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
	LOCATE DEF TANK AT 2800 PER BODY COMPANY # 1609301133 SAME AS JE5013		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

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Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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Data Code	Description	Weight Front	Weight Rear
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
N 84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
N 84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-027	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT END OF FRAME		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-157	CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
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Data Code	Description	Weight Front	Weight Rear
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C8	DETROIT DA-RS-21,0-4 21,000# R-SERIES SINGLE REAR AXLE		
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-016	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS MOUNT BOTH AIR TANKS 70" BOC PER JHFD QUOTE # 1601261332 SAME AS HX7157 PER QUOTE # 1608261527		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-645	6450MM (264 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	390	150
552-007	2450MM (96 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-40	180
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 188.35 In		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 185.35 In		

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Data Code	Description	Weight Front	Weight Rear
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 389.38		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 140.41 In		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 258.68 In		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 188.45 In		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REAR MOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
BODY BUILDER REQUESTED CUSTOM FRAME DRILLING FOR HOL MAC BODY INSTALLATION PER ROBBY HOFF FREIGHTLINER CUSTOM ENGINEERING			

Fuel Tanks

204-192	50 GALLON/1P9 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		

Application Version 10.1.202
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Data Code	Description	Weight Front	Weight Rear
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2C5	HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES	8	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
029-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		

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Data Version PRL-18M.007
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Data Code	Description	Weight Front	Weight Rear
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-998	NO WORK LIGHT		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		

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Data Code	Description	Weight Front	Weight Rear
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-016	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-998	NO ENTRY/ACCESS/STEP WIRING		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		

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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-043	{1} DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	{2} RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
748-001	POWER AND GROUND STUDS IN/UNDER DASH		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

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Data Code	Description	Weight Front	Weight Rear
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-627	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Raw Performance Data

AE4-99D CALC'D FRAME LENGTH - OVERALL : 389.38
 AE8-99D CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 186.35 in
 AM6-99D CALC'D SPACE AVAILABLE FOR DECKPLATE : 188.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	6573 lbs	4175 lbs	10748 lbs
Total Weight*	6573 lbs	4175 lbs	10748 lbs

Extended Warranty

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WAG-009 TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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NCSA BID # 19-03-0504RR

End User: Town of Smithfield
Contact: Lawrence Davis

Ship To: 231 Hospital Rd.
 Smithfield, NC 27577

NOTE: Please reference
 Contract Bid # on P.O.

[LINK: NCSA Terms & Conditions](#)

Description	REVISED QUOTE	Contract Price
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Petersen TL-3 Body Paint: Black / Orange STANDARD EQUIPMENT Base Truck Mount Loader, Operators Platform Behind the Cab Hot Shift PTO - Operate in Neutral Only Dual Hydr. Pump Dual Walk Thru Controls w/ Full Width Platform HD Swing Motor - Direct Drive - 150,000 in. lbs. Torque, 270 Deg. Rotation Telescopic Boom Extension 16'-20' 60" Trash Grapple Bucket - Single Cylinder Continuous Bucket Rotator Frame Mount Hydraulic Tank. Fully Accessorized w/ Drop In Filter 4-Way Hydraulic Stabilizers LED Lighting Package. Wire Loom for Body Wiring HD Control Box w/ Throttle, Horn & Engine Kill Switch Boom Up Warning Indicator w/ Audible Alarm In Cab Petersen Trash Bodies Include: Tapered Sidewalls 23 Ton Scissor Hoist - 18' & 20' Bodies Barn Doors Wiring Loom LED Body Lights ICC Bumper. Standard Warranty - 1yr Hydraulics, 3yr Major Structural Components Includes Std. Paint & Installation on suitable chassis. NOTE: Chassis Specs must be approved by Petersen rep prior to ordering.	24 Cubic Yard	\$78,700.00
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DEALER SERVICES INCLUDED:

- Freight - Factory to AECl Carolinas
- PDI & One local move to Truck Dealer OR Customer
- AECl Mobile on-site Warranty Pkg., 1 yr.
- On-site training provided upon request.

Subtotal: \$ 78,700.00
 Contract Discount: \$ (4,722.00)
 Additional Discount: \$ (4,165.00)
 SubTotal: \$ 69,813.00

Chassis Description **Price**

2021 Freightliner M2 106 33,000 lbs GVWR \$ 76,733.00
 Cummins B6.7 250hp / Allison 3500 RDS
 White

SubTotal: \$ 76,733.00

Total: \$ 146,546.00

Motor Vehicle Taxes/Fees Collected by DMV

Unit Purchase Price: \$ 146,546.00

Non-Refundable Deposit Required:

Balance Due Upon Delivery: \$ 146,546.00

ESTIMATED LEAD TIMES

Chassis ETA to Body Mfg.: 75 Days, After Receipt of Order

Body Lead Time, ARC: Yes Days, After Receipt of Chassis

Body Lead Time, ARO: 120 Days, After Receipt of Order *

* NOTE: SCHEDULE CHASSIS

Delivery ETA: 210 Days, After Receipt of Order

Quoted By: **Matt Garon**

Quote Date: 6/15/2020

Quote Expires: 7/15/2020

ADDITIONAL OPTIONS AVAILABLE

Add to Purchase Price:

Quadstick Controls (Dual Walk-Thru Joysticks)	\$ 2,968.00
Grating Heat Shield for Dual Walk-Thru Controls	\$ 328.00
1824HDX Hardox Body, 18ft., 24 cubic yards	\$ 3,991.00
Single Rear Barn Door (replaces double doors - air actuated)	\$ 1,194.00
PI Self Winding Load Covering Device	\$ 886.00
TV-550 Rear Camera (mounted in tail light)	\$ 1,576.00
Heavy Duty; High Intensity LED Outrigger Strobes	\$ 493.00
Hose Guards (head to valve bank - not for top mounted controls)	\$ 322.00

ADDITIONAL OPTIONS: Prices shown in additional options are not included in the purchase price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". DMV collects motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

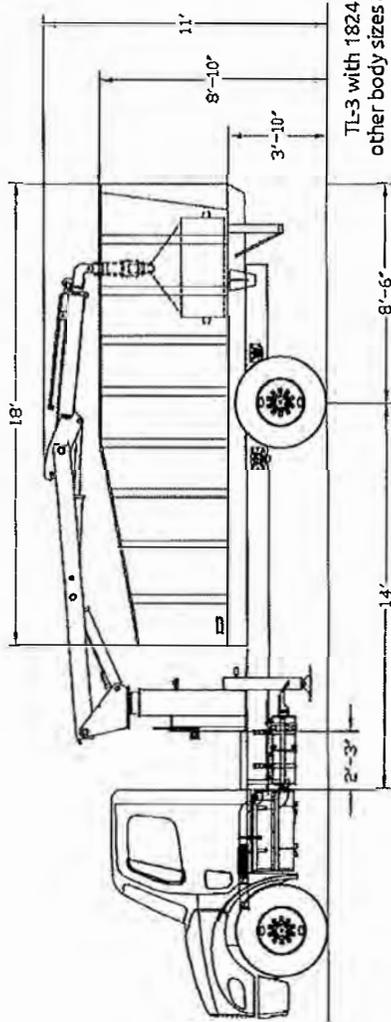
DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

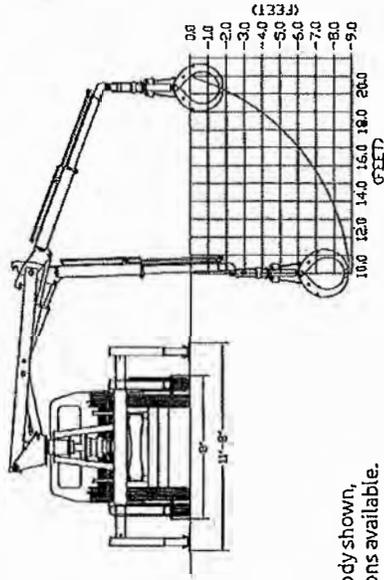
CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

SPECIFICATIONS & TECHNICAL DATA



TL-3 with 1824 TBS body shown, other body sizes & options available.



SYSTEM DESCRIPTION:

The model TL-3 Lightning Loader® is a grapple loader mounted to a chassis from behind the cab, equipped with Petersen's standard trash bucket at the end of the boom. The loader operates from a fixed platform located behind the chassis cab. CNG Capable.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

Note: Weight of attachment not subtracted from above listed lifting capacities. Trash bucket weighs 1,000 lbs. Capacities shown do not exceed 85% vehicle tipping moment. (outriggers engaged, loader on firm, level ground)

GENERAL SPECIFICATIONS

Reach	20 ft. 7 inches
○ Main Boom & Tip Boom	16 ft. 7 inches
○ Tip Extension	4 ft.
Tare Weight (empty)	23,000 lbs.
Outrigger Span	11 ft. 8 in.
Dump Body Hoist Capacity	23 tons

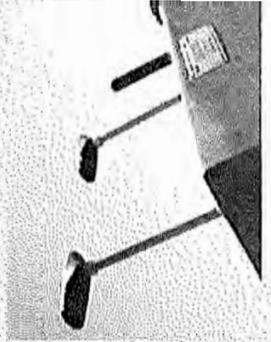
RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab
Cab-to-Axle Dimension	168", 186", 192"
Front Axle Rating	12,000 lbs. Minimum
Rear Axle Rating	21,000 lbs. Minimum
GVW Rating	33,000 lbs. Minimum
Frame	1,500,000 RBM
Frame Thickness	11/32" Minimum
Engine	230 HP Diesel
Transmission	Automatic
Electrical	Remote engine & transmission connectors

*Always contact Petersen Industries for specific chassis requirements

CONTROL OPTIONS:

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard on this model. QUADSTICK® mechanically linked dual joystick controls (left) are also an available option on the TL-3 and stationary top mount controls (right).



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WHAT MAKES THE PETERSEN LIGHTNING LOADER DIFFERENT?

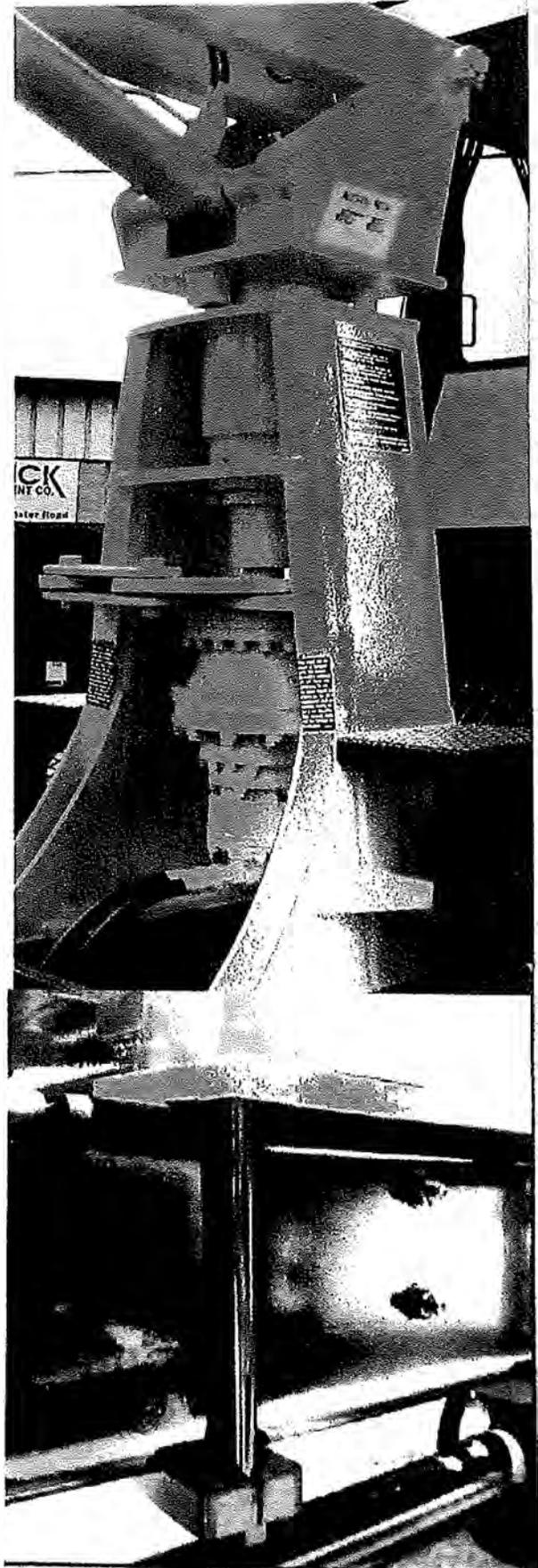
A-FRAME PEDESTAL DESIGN

The pedestal is constructed from Two (2) 12" x 4" x ½" wall carbon steel tubes welded in an "A" frame configuration. Heavy base plates are fastened to truck frame with 1" grade 8 fasteners. The truck's frame rail is sandwiched between the pedestal's base plate and mounting plates below the frame rail (see pic below). The truck frame rail is reinforcement internally with additional bracing to prevent deformation. This approach better accepts the repeated torque on frame from grapple loaders and allows users to visually inspect mounting bolts.

BOOM SWING MECHANISM – Spindle & Direct Drive Motor

The Petersen loader uses a direct drive rotary actuator to rotate the boom as opposed to competitor's slewing ring or turntable bearing assemblies. Petersen's design is based on the boom's kingpin cradled in the A-Frame pedestal. This kingpin's spindle spreads the lifting moment over the entire length of the pedestal's spindle bearing housing. To prevent spindle bending moments from being transmitted to gearbox, the gearbox is mounted by means of a torque arm assembly that absorbs stress. Petersen's boom swing system uses a rotary actuator that is directly attached to the base of the spindle. Petersen uses an enclosed gearbox oil bath, eliminating the metal-to-metal wear found in open, exposed pinion and bull gear design.

This offers significant safety and maintenance advantages over the slewing bearing. The slewing ring method of rotation requires metal-to-metal contact and wear between the slewing ring gear and the pinion gear. Any slewing bearing assembly uses up to 80 bolts between the top and bottom of the bearing to secure the boom to the pedestal assembly. These bolts must be properly torqued to prevent bolts from breaking and eventually prevent the boom from falling off – unfortunately we've seen it happen on competitor's machines. Petersen's kingpin / spindle cradle design eliminates any chance of the boom falling off if not properly maintained.





Trash Bucket

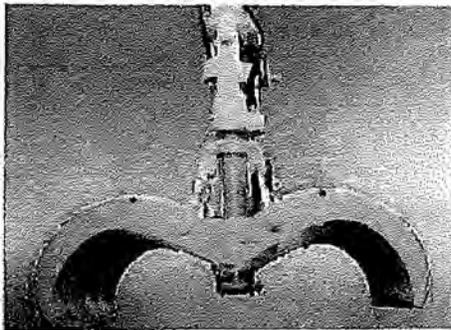
Petersen's HD trash bucket features, 5 internal structural ribs and bolt on replaceable blade tips. Continuous spln 360 degree bucket rotator is standard. No hydraulic hoses below the rotator.

Trample Packing Ram

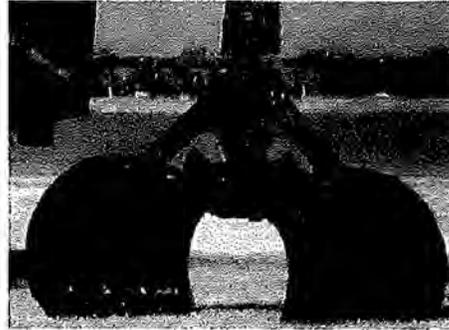
Petersen's center trample ram is designed to lower all the way down between the bucket blades providing 3 compaction points. The center trample ram retracts completely when the bucket begins to close. (See picture below)

Bucket – Single Cylinder

Petersen's trash bucket is designed to open/close using 1 hydraulic cylinder. The bucket's blades are mechanically linked so that both jaws of the bucket must open and close at the same speed every time. With twin cylinders the jaws of the bucket can close at a different making for clumsy operation. Since the cylinder is located near the center of the bucket it well protected. This mechanism is the secret to our "anti-scalping" technology. When the bucket bites, Petersen's center pivot is retracted upward as opposed to twin cylinder buckets that push the blades downward. As a result, Petersen's single cylinder bucket blade tips close at a shallower, more horizontal motion reducing scalping.



Open, Packing Position



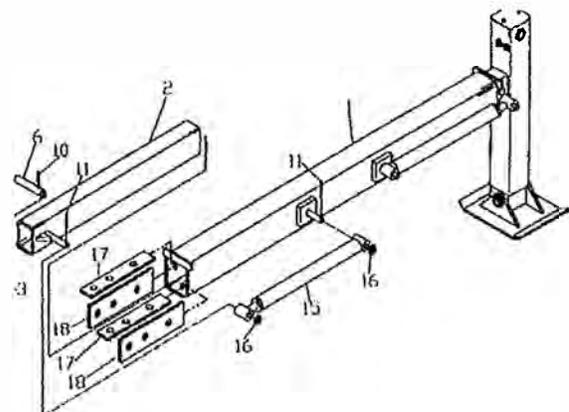
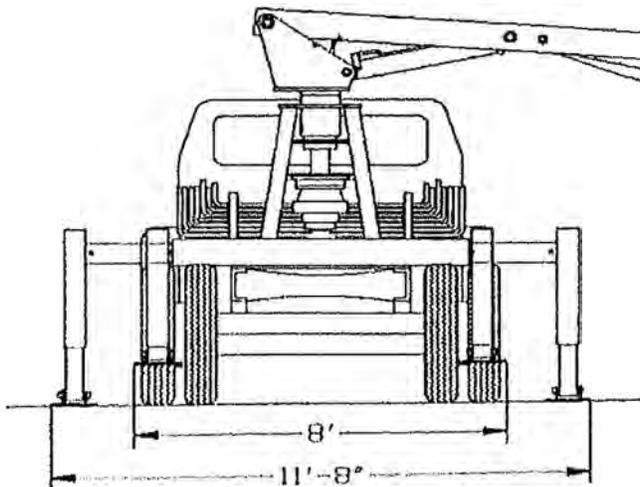
Center Pivot Raises as Bucket Closes



Closed

STABILIZERS

Petersen H-style 4-way out & down outriggers allow operators to position the outriggers around obstructions, curbs etc. Petersen's foot plates are oversized -12in x 12in. This results in about 30% less pressure being exerted on the surface upon which outrigger is planted, than competitors' 10"x10"

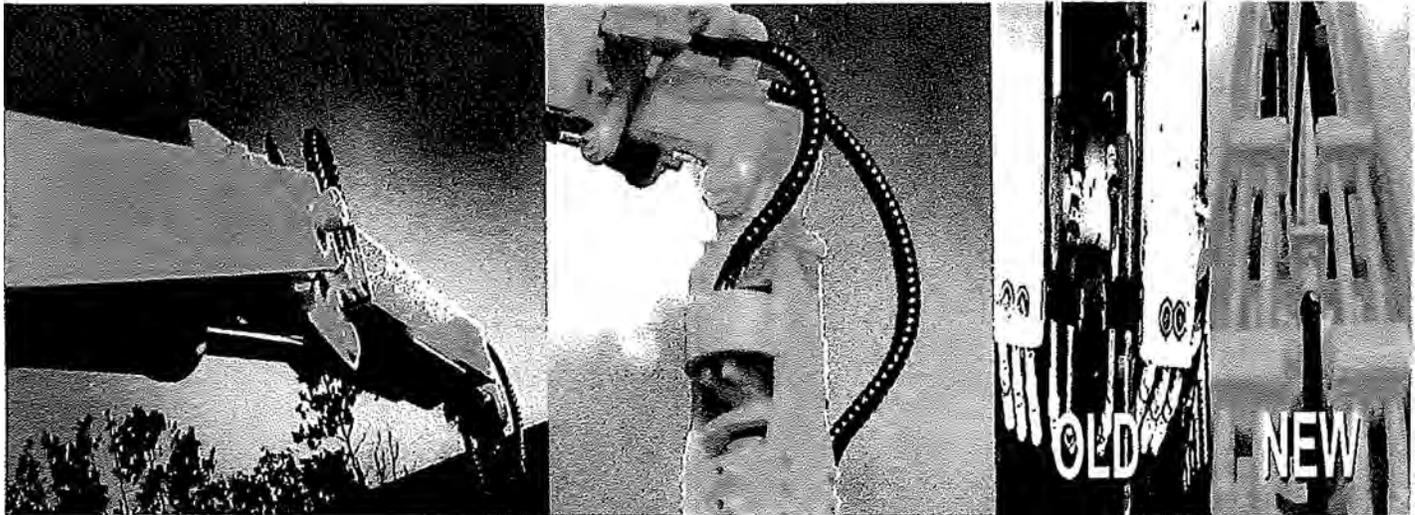


Hydraulic Safety Valves

Counter balance valves used on main, tip and tip extension boom in addition to check safety valves for all outrigger functions. All these prevent loss of control in the event of sudden hydraulic pressure loss (i.e. hoses rupture, etc.)

Hydraulic Hoses

Petersen's booms were designed around protecting hydraulic hoses from the inevitable obstructions like tree limbs. Steel tubing is used extensively and all boom hoses are wire braided 4000psi, and wrapped with protective polyurethane wrap. With no hoses below the bucket rotator and minimal hoses exposed, the chances of snagging hoses are drastically reduced.



Controls

For stand-up applications, Petersen's patented Quadstick joysticks are the only easy to maintain 6-axis mechanical joysticks on the market. The all-weather enclosed cab is available with Petersen's one handed electrical joystick. This joystick paired with proportional control valves smooth out boom functions, providing the smoothest operating boom in the market.

Lifting Capacity

Petersen boasts the highest lifting capacities in the market.

- 7100 lb., @10'
- 4200 lb. @16',
- 3200 lb. @20'9"

Parts Availability

Petersen Industries manufactures 95% of all components in-house meaning there's rarely a part on "back order". Parts ship same day from 1 of 3 parts depots in the Carolina's and Florida.

Warranty

Petersen's standard warranty includes a 3yr Structural warranty. Amick Equipment provides on-site mobile warranty service for the first year.

Training

Petersen loaders are delivered with on-site operator training as well as an operator training DVD and manual.



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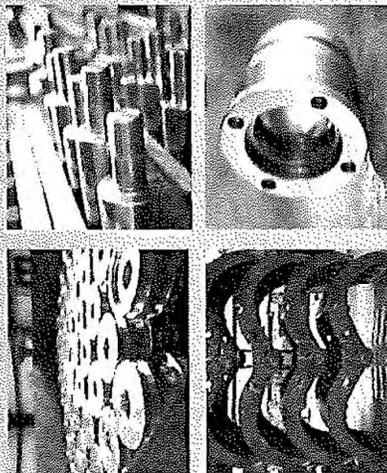
187 LIGHTNING LOADER TL-3

PI TL-3 LIGHTNING LOA

LIGHTNING LOADER® AN AMERICAN LEGEND

The Lightning Loader® is the most envied, most desired, and most imitated grapple truck in the industry. We manufacture 95% of each unit in-house to guarantee quality. Each Lightning Loader® is built to provide maximum strength, durability, and reliability, so you can get the job done fast and free of headaches.

BUILT BY THE BEST



PI TL-3 LIGHTNING LOADER®

BOOM-UP ALARM

Notifies the operator when the boom is over legal travel height with an audible buzzer and red light. The Boom-up alarm has been a standard safety feature on our equipment for over a decade.

MINIMAL HOSE EXPOSURE

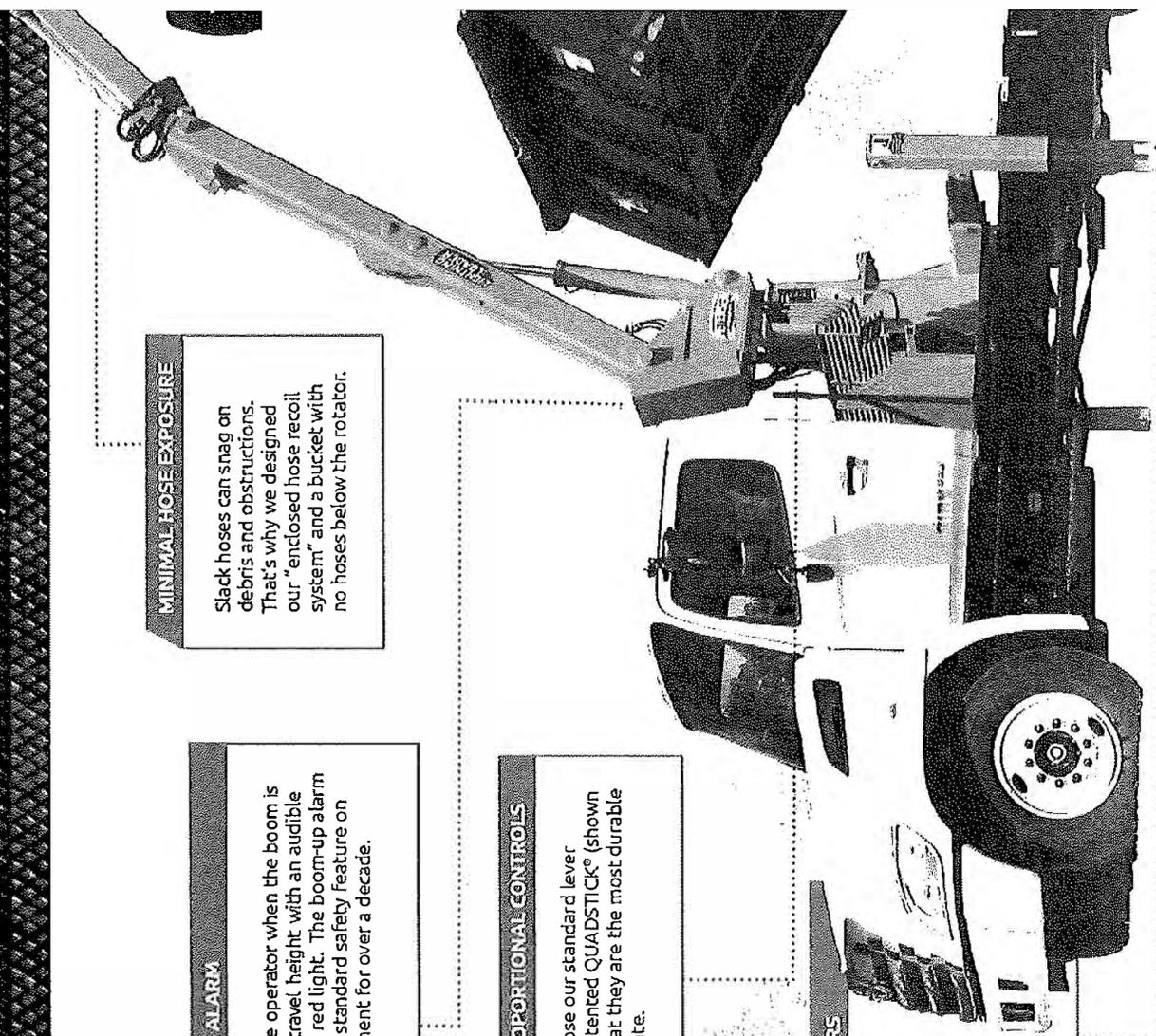
Slack hoses can snag on debris and obstructions. That's why we designed our "enclosed hose recoil system" and a bucket with no hoses below the rotator.

GREASELESS PROPORTIONAL CONTROLS

Whether you choose our standard lever controls or our patented QUADSTICK® (shown on back); know that they are the most durable & easiest to operate.

H-STYLE OUTRIGGERS

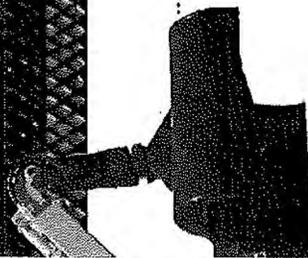
Horizontal and vertical outriggers act independently of each other. Allows the operator to custom place around obstructions and traffic patterns.



PETERSEN INDUSTRIES | 4000 SR 60 WEST | LAKE WALES, FLORIDA 33859

PETERSEN®

American born. American made. Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.



SINGLE CYLINDER BUCKET

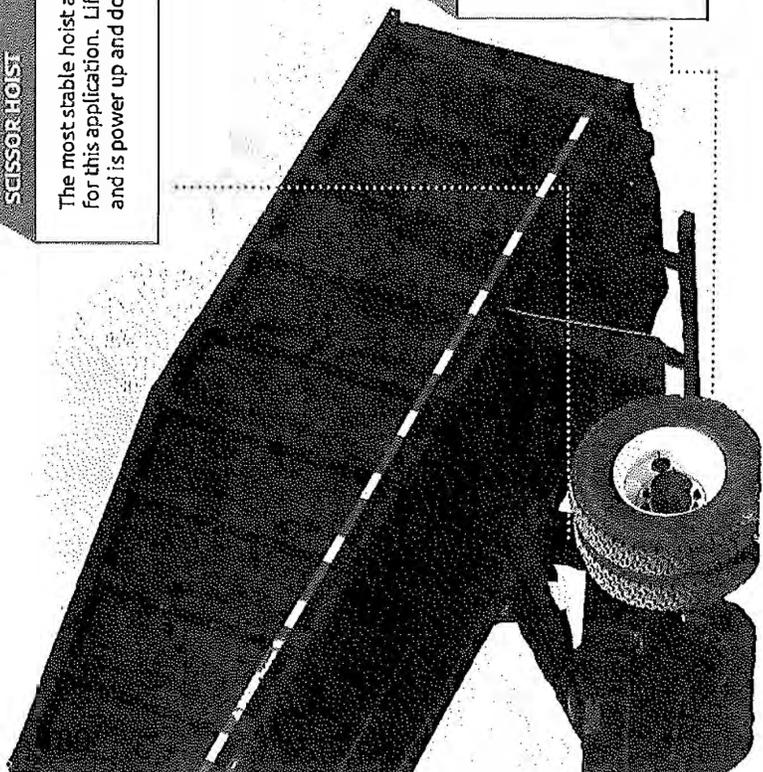
A large cylinder and manifold block keep hoses out of work areas, allows for a stronger bite force, and ensures that both sides always work together.

SCISSOR HOIST

The most stable hoist available for this application. Lifts 23 tons and is power up and down.

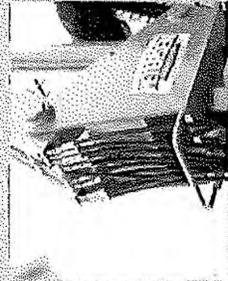
WHEELBASE

We specifically design our units to have the best turning radius and keep a comfortable operator platform.



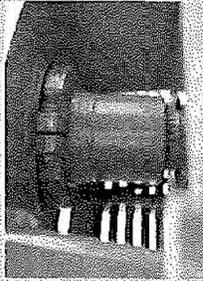
HEAD & PEDESTAL ASSEMBLY

Our Head design is unique for the industry. We started with the kingpost and rotator design 50 years ago and have stuck with it because of *reliability, ease of maintenance, and simplicity.*



KINGPOST

This heavy duty piece of American ingenuity is stress relieved prior to installation.



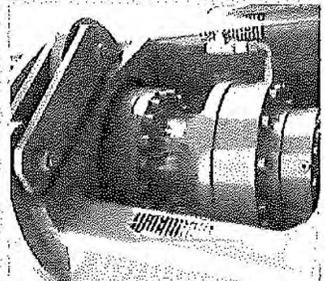
SCISSOR HOIST

Simply and effectively prevents vertical movement of the king post.



TORQUE ARM

The torque arm allows the gearbox to float laterally, which helps to reduce stresses to the pedestal caused from dynamic forces from boom rotation. Without a torque arm the pedestal would be subjected to higher levels of stress caused by the rotational forces from sudden starts or stops from boom rotation.



BEARING HOUSING

We use Nylatron bushings in the bearing housing and a sealed planetary gearbox to reduce maintenance time.

PUBLIC WORKS EQUIPMENT

4519 Old Charlotte Highway Monroe, North Carolina 28110 PH: 800-222-6803 Fax: 704 283 2266

QUOTATION TO: Lawrence Davis
Public Works Supervisor
231 Hospital Road
Smithfield, NC 27577

DATE: 6/29/2020
PH.#: 919-989-6570
CELL:
FAX:

lawrence.davis@smithfield-nc.com

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY		PRICE EA.	TOTAL
1	NEW NuLife Brush Hawg Model 2224-C Hydraulic Knuckle Boom Loader Mounted On A New Freightliner M2-106 Cab Chassis Per North Carolina Sheriffs Association Contract #20-04-0506R And Lot #40		\$155,157.00
1	Less NCSA Contract #20-04-0506R Discount		\$7,757.85
1	Attachment And Accessories To Include Lower Light Bar "Smart Lamps", Front Integral Tool Box and Back-Up Camera, Tarping System, Lever Pattern To Be Similar To Petersen, Lights In Upper Corner Of The Rear Door.		\$4,469.00
1	Less NCSA Contract #02-04-0506R Discount		\$268.14
TOTAL DELIVERED PRICE: INCLUDING DELIVERY			\$151,600.01
DELIVERY ON A "NEW BUILD" WOULD BE APPROXIMATELY 60 DAYS			
TERMS	NET WHEN DELIVER	F.O.B. Smithfield, NC	DELIVERY As Above
PRICES QUOTED ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. THIS QUOTATION IS SUBJECT TO ACCEPTANCE WITHIN 15 DAYS.			

TAXES TO BE ADDED: _____ YES _____ NO

ACCEPTED:

VERY TRULY YOURS,

CUSTOMER NAME: _____

BY: _____

Peter Berko

TITLE: _____

BY: _____

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TAXES TO BE ADDED: _____ YES _____ NO

ACCEPTED:

VERY TRULY YOURS,

CUSTOMER NAME: _____

BY: _____

Peter Bertho

TITLE: _____

BY: _____

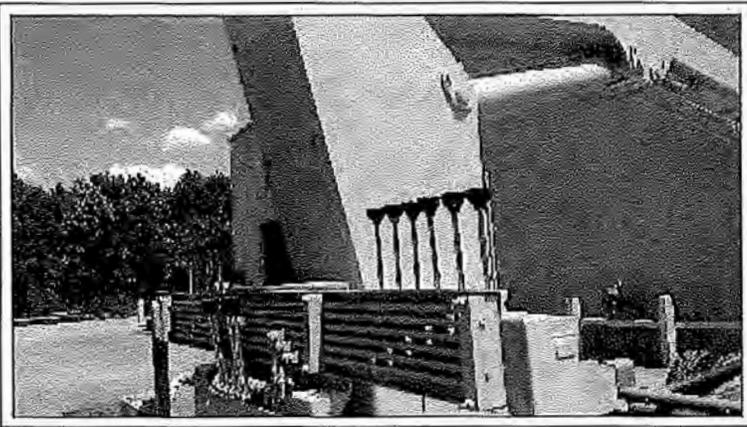
BRUSH HAWG® C-MODEL (MULTI-LEVER)



*Shown with optional equipment

STANDARD FEATURES

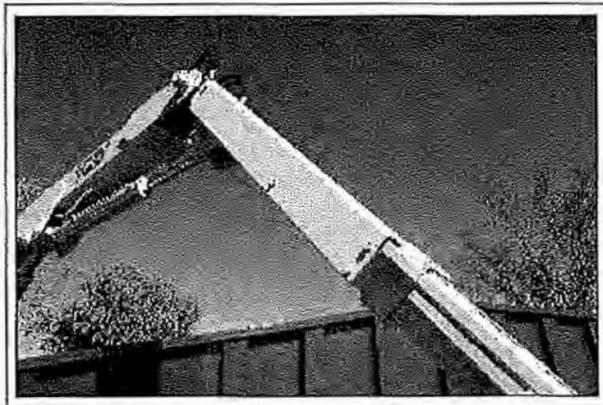
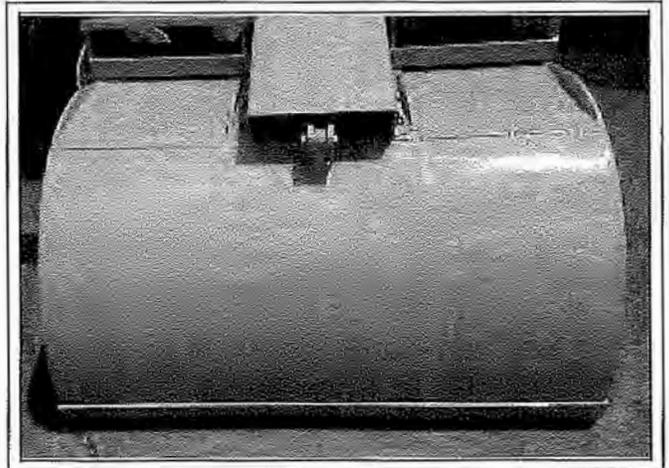
- Heavy Duty 30" Diameter Slewing Ring Bearing
- 2-Stage Planetary Gear Box and Disc-Valve Motor
- 20'-8" Overall Reach
- Boom Designed to Enhance Below Grade Reach
- Dual Stand-Up Operator Stations w/ Multi-Lever Controls
- 4-Way Adjustable Stabilizers w/ Dual Holding Valves on Vertical Cylinders
- 48" x 60" Bucket
- 15 Ton Scissor Hoist
- 5 Micron Synthetic Drop-In Return Filter
- 18' Dump Body w/ 24" Walk-Through



Multi-Lever
Controls



Bolt-On Bucket Cylinder
Covers & Reversible
Bolt-On Bucket Edges



Tip Boom
Hose Retract Box



BRUSH HAWG®

P.O. Box 1527 ♦ Easley, South Carolina 29641
2266 Powdersville Road ♦ Easley, South Carolina 29642
1-800-654-1752 ♦ Fax: (864) 306-3775
Email: sales@brushhawg.com ♦ Website: www.brushhawg.com

All designs and specifications are subject to change at the manufacturer's sole discretion at any time without notice. The data published here is informational in nature and should not be misconstrued to warrant suitability of the unit for any purpose as performance may vary with the conditions encountered. Products must be installed and operated with all applicable standards, codes, regulations, and recommended safety procedures.



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 (3 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 2020-2021 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer II	Police	10-20-5100-5100-0200	\$19.52/hr. (\$43,646.72/yr.)
P/T Lifeguard	P&R - Aquatics	10-60-6220-5100-0230	\$8.00/hr.
P/T Lifeguard	P&R - Aquatics	10-60-6220-5100-0230	\$8.00/hr.
P/T SRAC General Staff	P&R - Aquatics	10-60-6220-510-0210	\$9.00/hr.

Business Items



Request for Town Council Action

Business
Item: S-20-01
Date: 08/04/2020

Subject: Twin Oaks Subdivision, Section 3, Phase 6, Preliminary Plat
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

JYMCO Development, Inc. is requesting a Preliminary Subdivision Plat for Twin Oaks Subdivision, Section 3, Phase 6, a proposed 20-lot Two-family residential development on 8.62 acres of land in the R-MH Manufactured Home Residential District.

Financial Impact

The development is in the ETJ and the new residents will be Town Utility customers.

Action Needed

Preliminary Plat approvals are administrative decisions by the Town Council. Therefore, the Council should make a decision to:

- 1) **Approved the plat based on its compliance with Town's UDO requirements,**
- 2) **Deny the plat for failure to comply with the Town's UDO, or**
- 3) **Table the decision to a future meeting date.**

Recommendation

Planning Staff and the Planning Board recommend approval of the S-20-01.

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Application
3. Narrative
4. Preliminary Plat
5. **NCDOT's comments on Streets**
6. **Zoning Map**



Staff Report

Business Item: S-20-01

Application Number: S-20-01
Project Name: Twin Oaks Subdivision, Section 3, Phase 6
TAX ID numbers: 15J11008M
NCPin numbers: 260300-46-0287
Town Limits/ETJ: ETJ
Agent: Brian R. Leonard, PE, PLS, BRL Engineering & Surveying, P.C.
Property Owner/Applicant: JYMCO Development, Inc.

LOCATION: The property is located at the west end of Will Drive and Ray Drive.

REQUEST: JYMCO Development is requesting a Preliminary Subdivision Plat for Twin Oaks Subdivision, Section 3, Phase 6, a proposed 20-lot two-family residential development on 8.62 acres of land in the R-MH Manufactured Home Residential District.

SITE/DEVELOPMENT DATA:

Address: N/A
Acreage: 8.62
Present Zoning: R-MH Manufactured Home Residential District
Existing Uses: vacant land
Proposed Use: Two-family Residential
Fire Protection: Town of Smithfield
School Impacts: Potentially adding students to the schools.
Parks and Recreation: Subject to park dedication fees in lieu funds
Access: Will Drive and Ray Drive (off Yelverton Grove Road)
Water Provider: Town of Smithfield
Sewer Provider: Town of Smithfield
Electric Provider: Duke Energy

ADJACENT ZONING AND LAND USES:

	Exiting Zoning	Existing Use:
North	R-20A	Agriculture
South	R-20A	Agriculture
East	R-MH	Two-Family Residential
West	R-20A	Agriculture

EXISTING CONDITIONS:

The subdivision site is comprised of open field that gently slopes towards a creek located on the west edge of the property. The low area around the creek is wooded wetland.

PRELIMINARY PLAT ANALYSIS:

Unit Type/Density/Lot Size. The proposed two-family residential is a permitted use in the R-MH District. The proposed lots conform to the required minimum lot size and density of the District.

Streets. The proposed development will be accessed off extensions of Will Drive and Ray Drive. Will and Ray Drive will be extended and will intersect with a new north-south road, Peyton Drive. Peyton Drive will extend to the north and south of the development area to provide lateral access to potential future development to the north and south.

The **plans show a proposed 27' wide street in a 50' right-of-way with ditches.** The applicant is proposing the right-of-way be dedicated to the NCDOT, and upon review, the NCDOT will only **accept a 22' wide paved section.** The new roads will tie into the existing Ray Drive and Will Drive **which have a 27' wide paved road.** **Ray Drive and Will Drives** have not yet been accepted for maintenance by NCDOT. To accept them, NCDOT is requiring the roads be resurfaced to a **22' width.** **Ray Drive has been resurfaced** and is in the process of being accepted by NCDOT. **Will Drive will be the primary construction entrance and won't be repaved until after** development. NCDOT will not accept the proposed new roads unless they connect to the State Road System, therefore, it is important that the existing streets be accepted for maintenance.

Sidewalks Neither of the existing streets, Will Drive or Ray Drive, have sidewalks. The roads **have a ditch section within a 50' right-of-way.** The new proposed streets also lack sidewalks. According to UDO Section, 10.112, the Town Council may require sidewalks. In this case, Planning is not recommending them. There are no sidewalks in the earlier phases of the development and none along Yelverton Grove Road. Furthermore, the comprehensive plan supports this in that these will be NCDOT streets in the future and NCDOT does not maintain sidewalks.

Parking. Each dwelling in the subdivision is required to provide two parking stalls. The typical lot layout shown on the plans appears to provide only space for a single vehicle. The Typical lot layout needs to be amended to show space for two vehicles on a paved driveway for each dwelling.

Stormwater. The developer is proposing to create stormwater SCMs in the open space adjacent to Lots 86 and 87, adjacent to the exiting woodland area. The stormwater will be conveyed along the proposed Will Drive and Ray Drive ditches and under Peyton Drive and in ditches to the SCMs. A Town of Smithfield Stormwater Operations and Maintenance Agreement will need to be executed and recorded with the final plat.

Home**owner's** Association. A Homeowners Association HOA will be required to own and maintain the open space and the stormwater SCM in common. The HOA covenants will need to **be submitted for the Town Attorney's review prior to recording the final plat.**

Utilities. The development will be served by Town of Smithfield water and sewer with a master meter on County lines. The development will be served by Duke for electric.

Park Dedication. According to the UDO, Section 10.112.3, at least one fifty-seventh of an acre (1/57) shall be dedicated for each dwelling unit planned or provided for in the subdivision plan. Alternatively, the Town can accept a fee in lieu of parkland. There are no Town plans for parks in this area. Staff is recommending the Town accept fee in lieu prior to recording the final plat in accordance with UDO, Section 10.112.3.

Mail Kiosk. The USPS requires all new development to utilize mail kiosks for mail delivery. The earlier phases have door to door service, but the new phase will be required to have a mail kiosk. The developer will likely need to modify the construction plans to accommodate a mail kiosk. This can easily be accomplished in the provided open space.

Street Lighting. Street lighting is required in accordance with UDO Section 10.35. No lighting plan was submitted with the preliminary plat, however, a lighting plan submittal and approval will be required prior to construction

Common Space. Within the development adjacent to and behind lots 86 and 87 is 2.15 acres of open space. The stormwater maintenance SCM is to be constructed in this open space. An HOA will be required to own and maintain this open space in common.

Tree Preservation. The exiting trees are located near the creek on the west side of the property and appear to be outside of the development area. If trees are to be disturbed, a tree preservation plan is required.

PLANNING DEPARTMENT RECOMMENDATIONS:

The Planning Department recommends the Planning Board recommend approval of the preliminary plat, S-20-01.

Requested Action:

Preliminary Plat approvals are administrative decisions by the Town Council. Therefore;

the Council should make a decision to

- 1) Approved the plat based on its compliance with Town's UDO requirements,*
- 2) Deny the plat for failure to comply with the Town's UDO, or*
- 3) Table the decision to a future meeting 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

**Preliminary Subdivision Application
 General Information**

Development Name **Twin Oaks Subdivision, Section III, Phase VI**

Proposed Use **Residential Subdivision (with Single or Duplex Units)**

Property Address(es) **Will Drive & Ray Drive, Smithfield
 (No street/site address for development tract)**

Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN# 260300-46-0287	TAX ID# 15J11008M
----------------------------	--------------------------

Project type? Single Family Townhouse Multi-Family Non-Residential Planned Unit Development (PUD)
 *Single Family or Duplex (Permitted in this Zoning)

OWNER/DEVELOPER INFORMATION

Company Name JYMCO Development, Inc.	Owner/Developer Name Stacy Whitley
---	---

Address **1586 Yelverton Grove Road**

Phone 919 202-5659	Email jymco.construction@gmail.com	Fax N/A
---------------------------	---	----------------

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name BRL Engineering & Surveying	Contact Name Brian R. Leonard, PE, PLS
---	---

Address **112 East Johnston Street, Smithfield, NC 27577**

Phone 919 989-9300	Email brlengineering@earthlink.net	Fax N/A
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DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)

ZONING INFORMATION

Zoning District(s) **RMH**

If more than one district, provide the acreage of each: **N/A**

Overlay District? Yes No

Inside City Limits? Yes No

FOR OFFICE USE ONLY

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

STORMWATER INFORMATION

Existing Impervious Surface	0.00 acres/sf	Flood Hazard Area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Proposed Impervious Surface	3.58 acres/sf	Neuse River Buffer	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Watershed protection Area	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	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 **N/A**

NUMBER OF LOTS AND DENSITY

Total # of Single Family Lots	20	Overall Unit(s)/Acre Densities Per Zoning Districts
Total # of Townhouse Lots	None	Acreage in active open space None
Total # of All Lots	20	Acreage in passive open space 2.15 Ac.

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.

Brian R. Leonard &

I hereby designate **BRL Engineering & Surveying** 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  Date 6-4-20

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

FOR OFFICE USE ONLY

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

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary and final plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

PER STEVE W. - NOT ALL OF THESE ARE NECESSARY FOR OUR PRELIM. PLAN. THIS IS MORE FOR FINAL CONSTRUCTION DRAWINGS.

Information	Preliminary Plat	Final Plat
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X	
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X	X
Name of proposed subdivision.	X	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X	
Graphic scale.	X	X
North arrow and orientation.	X	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X	
List the proposed construction sequence.	X	
Storm water plan – see Article 10, Part VI.	X	
Show existing contour lines with no larger than five-foot contour intervals.	X	
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X	
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X	X
Date of the drawing(s) and latest revision date(s).	X	X

<i>Information</i>	<i>Preliminary Plat</i>	<i>Final Plat</i>
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X	
State on plans any variance request(s).	X	
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X	
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X	X
Show the minimum building setback lines for each lot.	X	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X	
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X	
Show pump station detail including any tower, if applicable.	X	
Show area which will not be disturbed of natural vegetation (percentage of total site).	X	
Label all buffer areas, if any, and provide percentage of total site.	X	X
Show all riparian buffer areas.	X	X
Show all watershed protection and management areas per Article 10, Part VI.	X	X
Soil erosion plan.	X	
Show temporary construction access pad.	X	
Outdoor illumination with lighting fixtures and name of electricity provider.	X	
The following data concerning proposed streets:		
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X	X
Traffic signage location and detail.	X	
Design engineering data for all corners and curves.	X	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X	

<i>Information</i>	<i>Preliminary Plat</i>	<i>Final Plat</i>
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X	
The location and dimensions of all:		
Utility and other easements.	X	X
Pedestrian and bicycle paths.	X	X
Areas to be dedicated to or reserved for public use.	X	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X	X
Required riparian and stream buffer per Article 10, Part VI.	X	X
The site/civil plans for utility layouts including:		
Sanitary sewers, invert elevations at manhole (include profiles).	X	
Storm sewers, invert elevations at manhole (include profiles).	X	
Best management practices (BMPs)	X	
Stormwater control structures	X	
Other drainage facilities, if any.	X	
Impervious surface ratios	X	
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X	
Gas lines.	X	
Telephone lines.	X	
Electric lines.	X	
Plans for individual water supply and sewage disposal systems, if any.	X	
Provide site calculations including:		
Acreage in buffering/recreation/open space requirements.	X	X
Linear feet in streets and acreage.	X	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X	X

Information	Preliminary Plat	Final Plat
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X	X
The accurate locations and descriptions of all monuments, markers, and control points.	X	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X	X
A copy of the erosion control plan submitted to the Regional Office of NC-DNRCD, when land disturbing activity amounts to one acre or more.	X	
All certifications required in Section 10.117.	X	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X	X
Improvements guarantees (see Section 5.8.2.6).		X

FOR OFFICE USE ONLY			
File Number: _____	Date Submitted: _____	Date Received: _____	Amount Paid: _____

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

- a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
- b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);
- c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;
- d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;
- e) A statement showing the proposed density of the project with the method of calculating said density shown;
- f) Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision;
- g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);
- h) A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;
- i) Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area;
- j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;
- k) A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

PRELIMINARY STORMWATER STATEMENT / NARRATIVE (REV1)

for

TWIN OAKS SUBDIVISION, SECTION III, PHASE VI

- LOCATION:** Site is located in the Town of Smithfield ETJ, extending from Will Drive and Ray Drive, with Will Drive located approximately 1,900 ft. South from the intersection of US 70 Business and Yelverton Grove Road (SR 2508).
- DEVELOPER:** JYMCO Development
1586 Yelverton Grove Road
Smithfield, NC 27577
- CONSULTANT:** BRL Engineering & Surveying

GENERAL INFORMATION:

The Preliminary Subdivision Plan as laid out by our office depicts 20 new/additional residential lots in an *EXISTING* development, extending from two (2) existing streets in prior phases. Both existing streets currently utilizes two (2) existing subdivision entrance off of Yelverton Grove Road. This is a final phase to the overall subdivision and no additional driveway improvements are anticipated by NCDOT for the existing subdivision entrances, although NCDOT may still require application for driveway permitting. The total subdivision boundary for this project encompasses approximately **8.62 acres +/-** (clear of existing road rights-of-way) *which shall be the basis for impervious area calculations and nitrogen calculations within this report.* The property is zoned RMH (within Town of Smithfield ETJ zoning) and all lot sizes and density requirements shall comply with Town of Smithfield zoning regulations, as applicable. More lot density could be obtained based solely on zoning criteria; however, after considering preliminary stormwater considerations and environmentally sensitive areas on the site, a maximum layout of 20 lots is proposed. The total site is primarily open pasture/fields along the proposed streets and lots, with trees/woods near at the western portion, where the site drains topographically to a low-lying wetland area and ultimately to Polecat Branch. Regarding Neuse Riparian Buffers, Polecat Branch is shown as a feature on either the County Soils Map or the USGS Quad Map; therefore, this stream feature is currently indicated on the Preliminary Plan with 50' riparian buffers. There are no proposed impacts to stream buffers by this Preliminary Plan. Wetlands have also been identified along the stream and within the reserved Open Space to the west. There are some impacts to these wetlands by proposed streets and stormwater ponds that will require permitting by US Army Corps of Engineers and NCDWR. More formal environmental evaluations, determinations and permitting will be necessary as detailed design and construction drawings are being prepared. This Preliminary Plan and Stormwater Statement are "preliminary" and are subject to change as final construction drawings are prepared.

IMPERVIOUS AREA and OTHER PROJECT AREAS:

Unless a development is altogether exempt, Smithfield Stormwater Regulation requires attenuation of a two-year storm regardless of impervious areas; therefore, a stormwater attenuation pond shall be required and designed for this development at a minimum. However, the breakdown of impervious area and other project areas for this development is as follows:

OVERALL PROJECT AREAS:

1.61 Ac (Street R/W)
2.15 Ac (Open Space)
4.68 Ac (Lots)
8.62 Ac TOTAL SITE

IMPERVIOUS AREAS:

2.88 Ac (Lots – See Plan for Max Impervious Allotted to Individual Lots)
0.80 Ac (Streets)
3.68 Ac TOTAL IMPERVIOUS
Percentage: 3.68 Ac / 8.62 Ac Total Site = 42.7%

PERMANENT/UNDISTURBED AREAS:

1.90 Ac (Wetlands and Buffers in Open Space – Not Impacted)
1.90 Ac TOTAL PERMANENT/UNDISTURBED AREA
Percentage: 1.90 Ac / 8.62 Ac Total Site = 22.1%

PERMANENT/MANAGED AREAS:

0.25 Ac (Other Open Space – Includes Storm Ponds)
2.79 Ac (Grass and Other Managed Areas Remaining on Lots)
3.04 Ac TOTAL PERMANENT/MANAGED
Percentage: 3.04 Ac / 8.62 Ac Total Site = 35.3%

The Developer reserves the right to shift impervious area as needed prior to recording the final plat, but the impervious area allotted herein is considered to be a maximum for this Preliminary Plan. No Lot shall exceed the impervious allotted for individual lots, as recorded on the Final Subdivision Plat.

PEAK RUNOFF REDUCTION:

As stated above, Smithfield Stormwater Regulations require attenuation of the 2-year storm event (unless the overall project is exempt from stormwater regulations). Areas for stormwater ponds have been designated on this Preliminary Plan. Final grading plans and routing calculations for the ponds shall be developed with the final construction drawings. ***NOTE:** It is worth stating here that Lots 86 & 87 as shown on the Preliminary Plan may change, or be eliminated altogether, if pond sizing requires this additional area.

NITROGEN LOADING ESTIMATE:

Total Nitrogen Export from this subdivision is estimated to be **9.606 lb/ac/yr**. This EXCEEDS the allowable limit of 3.6 lb/ac/yr (and is still under the 10 lb/ac/yr that requires a structural treatment measure). The Owner intends to make payment for the required nutrient fee credit at a local mitigation bank and the current market rate. However, this is subject to change with the final calculations to be submitted with final Construction Drawings (See attached Backup Data).

EXISTING DRAINAGEWAYS, RUNOFF PATTERNS, and DOWNSTREAM/UPSTREAM ANALYSIS:

The site sits relatively high in its sub-basin with much of the development draining back toward the proposed street and ultimately toward Polecat Branch to the West. Some small portions of the site will drain back toward the existing street ditches. The attenuation ponds will be designed to capture the bulk of the runoff from this site and release it toward Polecat Branch at, or below, the pre-development rate of the 2-year storm. This will help ensure controlled runoff downstream in most storm events, and in accordance with the Town of Smithfield Stormwater Ordinance. Other smaller flows near the prior phases of this development will need to be released to the existing street ditches and checked for erosion. These details will be addressed further in the Final Stormwater Plan and Construction Drawings.

Respectfully Submitted,



BRL ENGINEERING & SURVEYING

Brian R. Leonard, PE, PLS

BRL/brl

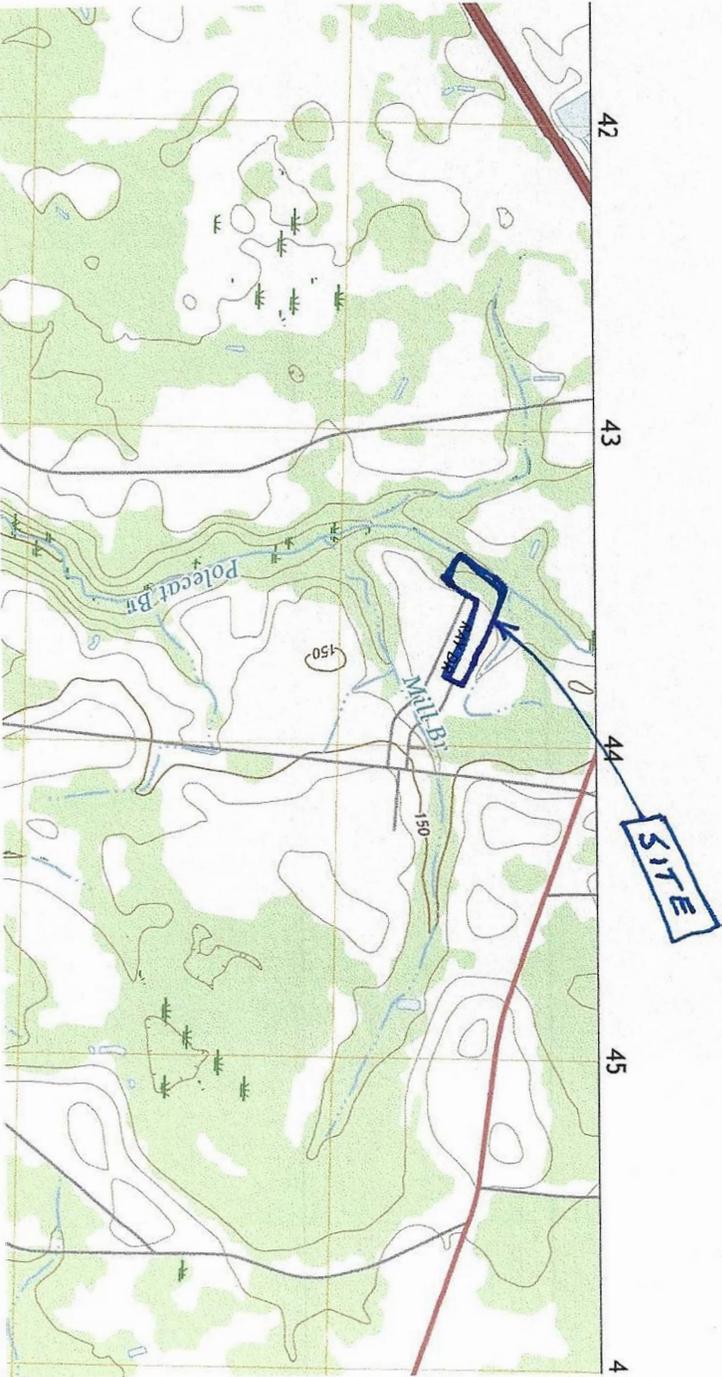
- Attachments: GIS Aerial Image Map
- USGS Quad Map with Site
- County Soils Map with Site
- Nitrogen Export Estimate, Method 2



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



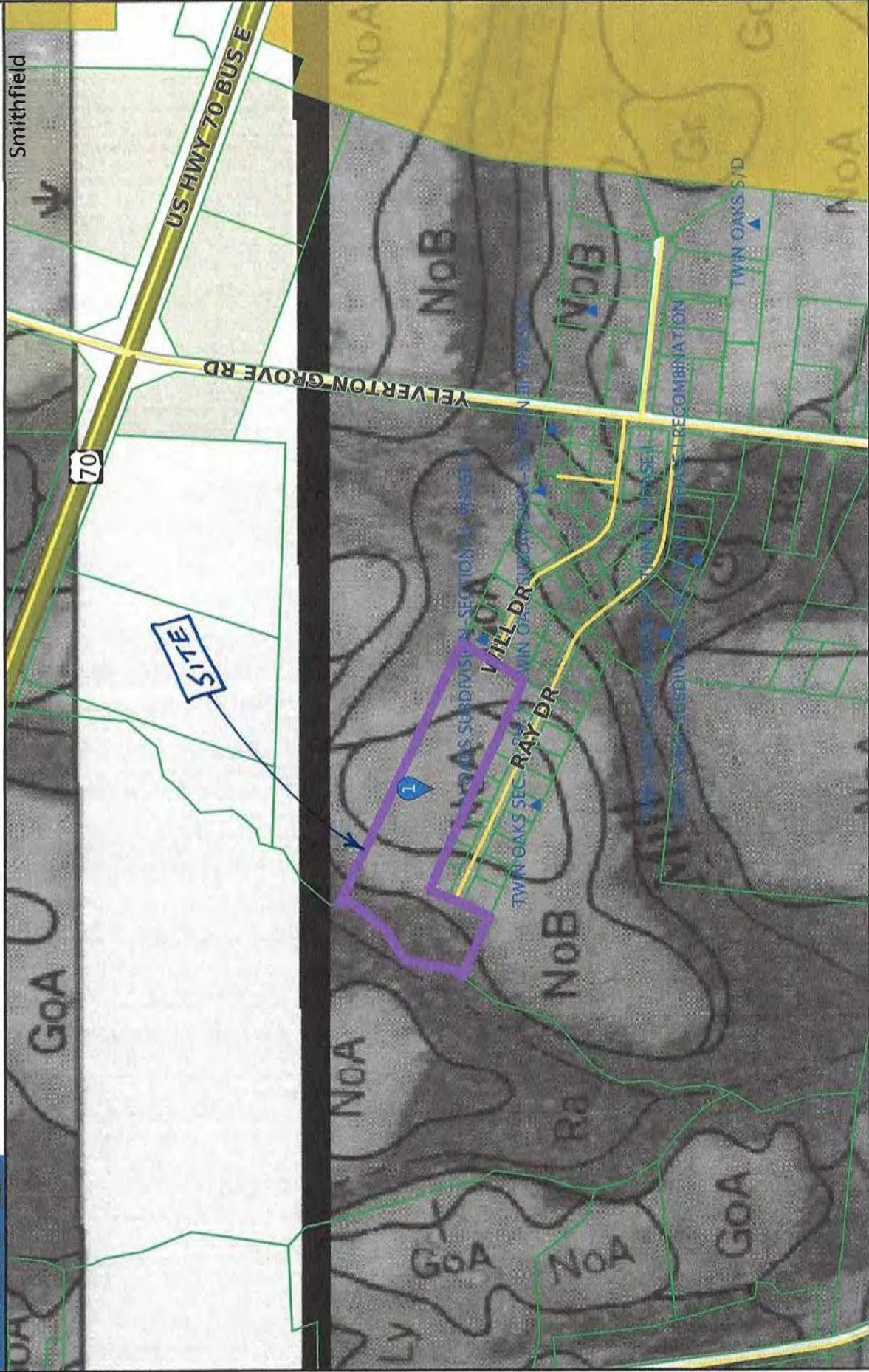
Map of Site





*** DISCLAIMER ***

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



Scale: 1:6142 - 1 in. = 511.82 feet

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



Johnston County GIS
June 4, 2020

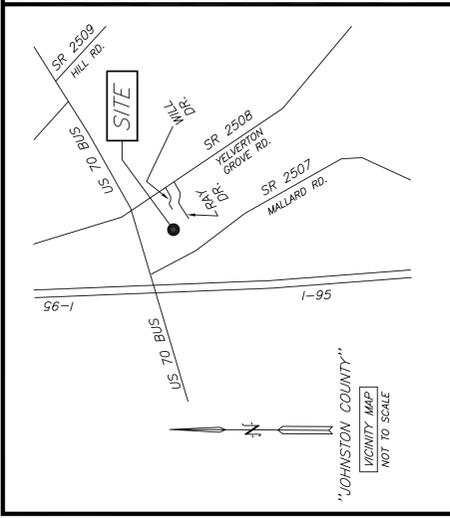
NITROGEN LOADING - METHOD 2 (Known Impervious Area/Building Footprint)			
Type of Land Cover	Area (acres)	TN export coefficient (lbs/ac/yr)	TN export from use (lbs/yr)
Permanently protected undisturbed open space (forest, unmown meadow, wetlands, buffers)	1.900	0.6	1.140
Permanently protected managed open space (grass, landscaping, etc.)	3.040	1.2	3.648
Impervious surfaces (roads, parking lots, driveways, roofs, paved or graveled storage areas, graveled roads, etc.)	3.680	21.2	78.016
TOTAL	8.620	----	82.804
NITROGEN LOADING RATE (lbs/ac/yr)			9.606

Project: Twin Oaks S/D, Section III, Phase VI

Description: Preliminary for Stormwater Statement

By: BRL

Date: 7/23/20



SITE INFORMATION FOR TOWN OF SMITHFIELD

Proposed Project Name: TWIN OAKS SECTION III, PHASE VI
 Current Property Owner of Record: JYMCO DEVELOPMENT, INC.
 Developer/Applicant: JYMCO DEVELOPMENT
 Existing Use: OPEN BLDG. LAST PHASE OF EXISTING SUBDIVISION
 Proposed Use: RESIDENTIAL SUBDIVISION
 Electricity Provider: DUKE ENERGY
 Other Known Utility Providers not listed by: CENTURY LINK, SPECTRUM, AT&T

EXISTING PROPERTY/BOUNDARY INFO:
 Total Lot Area: 93,444 sq. ft. (2.15 AC)
 Net Usable/Buildable Site Area = 8,692 AC +/- (Clear of Existing & Dedicated RW)
 Minimum Lot Size per Zoning: 7,500 sq. ft. (Per: UDO 8.5.1)
 Minimum Lot Width per Zoning: 70 ft. (Per: UDO 8.5.1)
 Minimum Lot Depth per Zoning: 99 ft. (Per: UDO 8.5.1)
 Proposed Number of Lots: 20 Residential Lots
 Proposed Area in Street R/W: 1.61 AC +/- (See Also Internal Street Info Below)
 Proposed Area in Open Space: 2.15 AC (Including Stormwater Ponds)
 Proposed Other Areas (Not for Lots): 0.0 AC
 Proposed Area in Other/Non-Residential Lots: 0.0 AC
 Proposed Minimum Lot Size: 10,000 sq. ft. +/-
 Proposed Average Lot Size: 10,585 sq. ft. (4.86 AC x 43,560 sq. ft./AC) (20 Lots)
 Proposed Minimum Building Setback Lines: See MBSL Table

INTERNAL STREET INFO:
 Proposed Area in Pavement (Street Impervious): 34,882 sq. ft. (0.80 AC)
 Proposed Area in Right-of-Way: 70,174 sq. ft. (1.61 AC)
 Proposed Stormwater Management: Stormwater (See Stormwater Info Below)

WATER & SEWER INFO:
 Proposed Sewer: Public Sewer System Extension (Town Water)
 Proposed Sewer: Public Sewer System Extension (Town Sewer)

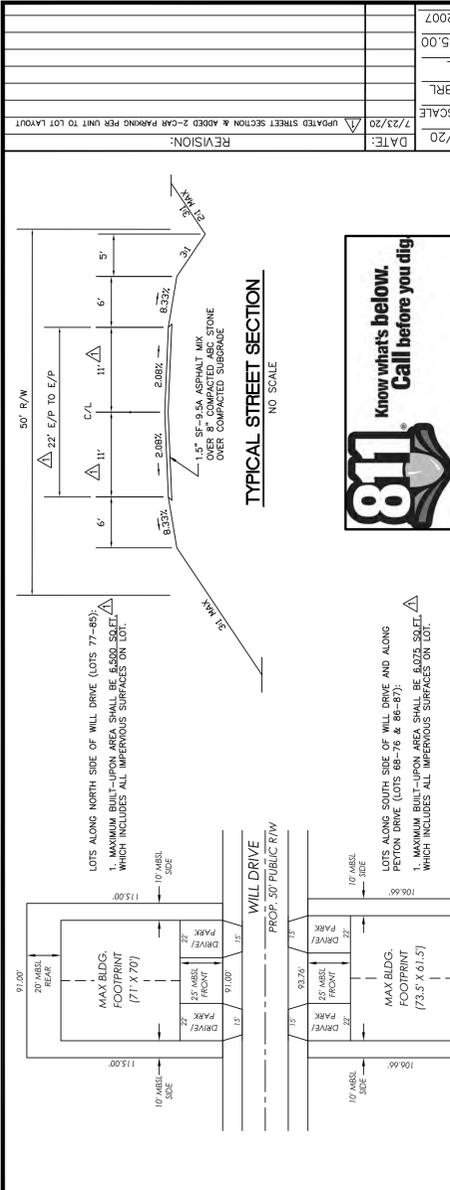
STORMWATER INFO:
 Stormwater Management has been prepared in conjunction with this Plan. The statement is a preliminary estimate of Lot Imperviousness, Nitrogen, and other drainage expectations for handling stormwater runoff according to Town of Smithfield local stormwater regulations (note that other State or Federal stormwater requirements may still apply, i.e. Water Pollution Control Act, etc.). The following is a summary of the Lot Imperviousness and Nitrogen Loading for this Preliminary Plan.
 LOT IMPERVIOUS: 6,075 sq. ft. MAX (for Lots 68-76 & 86-92); 6,500 sq. ft. MAX (for Lots 77-85)
 TOTAL DEVELOPMENT IMPERVIOUS: 2.88 AC (Streets) + 3.68 AC (Lots) = 6.56 AC Total Impervious = 42.7%
 NITROGEN LOADING: 6,689 lbs/yr
 SUMMARY: Impervious Exceeds 15%; therefore, a stormwater pond will be required for pre-treatment of runoff.
 Nitrogen Exceeds 3.6 lbs/yr that is less than 10 lbs/yr; therefore, applicant intends to "stay down" nitrogen via a one-time capital payment to a municipal bank, subject to current regulations.

SPECIAL INFORMATION NOTES FOR PRELIMINARY CONSTRUCTION PLAN:

1. Purpose: The purpose of this Preliminary Construction Plan is to provide a PRELIMINARY, overall layout of the Project with special details given to important dimensions and local planning/zoning requirements, in order to obtain preliminary Subdivision Approval from the Town of Beaufort. This drawing is not intended to be used for final construction. It is intended to be used for planning purposes only. It is not intended to be used for final construction.
2. Existing Property & Utility: All information shown on this drawing is based on the current deed and/or Plat Book and other records for construction approval, prior to any construction taking place.
3. Existing Utilities: No utilities were surveyed for this plan. Any utilities shown are above-ground utilities and approximated by observation only. Additional utilities may be located. Existing topography was taken from County GIS and/or surveyed at this time. Additional surveys may be required to confirm topography for final construction drawings.
4. Environmental Information: Wetlands, Wetlands Buffer, Wetlands, Indirectly Determined Wetlands, and Riparian Buffer information on this drawing is based on technical field determination and delineation by Wyatt Brown, Licensed Soil Scientist, of Brown's Environmental Group in Selma, NC. Environmental information herein may be supplemented using available maps or records. The following federal, state, or local laws and regulations apply to this project:
 - 1) Wetlands as shown herein are taken from a field delineation by Brown's Environmental Group. Confirmation of delineated wetlands must be verified by US Army Corps of Engineers (USACE), and location of wetlands is not final until verified by USACE. All relevant wetlands areas and delineation information were field surveyed by BRL Engineering & Surveying, while other wetland data locations were imported from GPS-grade data.
 - 2) All wetlands shown on this drawing are based on the most current data available.
 - 3) All wetlands shown on this drawing are based on the most current data available.
5. Construction Standards: Wetlines: Per Town of Smithfield Utility Standards. Septic Systems: Per Town of Smithfield Utility Standards. Streets: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards.
6. Soil: Per On-Site Soils Report. See MBSL Table.
7. Floodplain: This site or property does NOT appear to be in an area of special flood hazard or 100-year floodplain as determined by the FEMA Flood Insurance Study. Flood Insurance Study: FEMA Flood Insurance Study. Flood Insurance Study: FEMA Flood Insurance Study.
8. Accessibility: Any construction for handicap accessibility related to this plan shall conform to ADA Regulations, 2010 Standards (made up of Title II of the ADA) and Title II of 28CFR Part 36, Subpart D, as applicable, plus 2004 ADAAG or 36CFR Part 1191, appendices B&D; construction shall conform to 2010 ADA Standards for Transportation Facilities, 2008.
9. Construction Standards: Wetlines: Per Town of Smithfield Utility Standards. Septic Systems: Per Town of Smithfield Utility Standards. Streets: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards.
10. Open Space: Open Space is reserved on this plan for the enjoyment of residents in this subdivision.
11. Construction Standards: Wetlines: Per Town of Smithfield Utility Standards. Septic Systems: Per Town of Smithfield Utility Standards. Streets: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards. Stormwater Management: Per NCDOT Standards.
12. Utility Information: Owner shall coordinate relocation of existing overhead lines and any other utility relocation as required with the utility provider.

SPECIAL NOTES FOR CONSTRUCTION:

1. Building layouts as shown are a maximum building footprint after considering minimum building setbacks.
2. Owner reserves right to construct single family homes or duplexes on lots in accordance with Town of Smithfield zoning.
3. All dimensions are in feet. A single drive wheel indicates dual wheel service. A double drive wheel indicates dual wheel service for duplex units. If constructed, shall have only a single water/sewer service.



MIN. BLDG. SETBACK LINES (MBSL)

FRONT YARD:	25'
SIDE YARD:	10'
REAR YARD:	20'

Ref: UDO 8.5.1

TYPICAL LOT LAYOUT
NO SCALE

TYPICAL STREET SECTION
NO SCALE

GRAPHIC SCALE
1 inch = 50 ft.

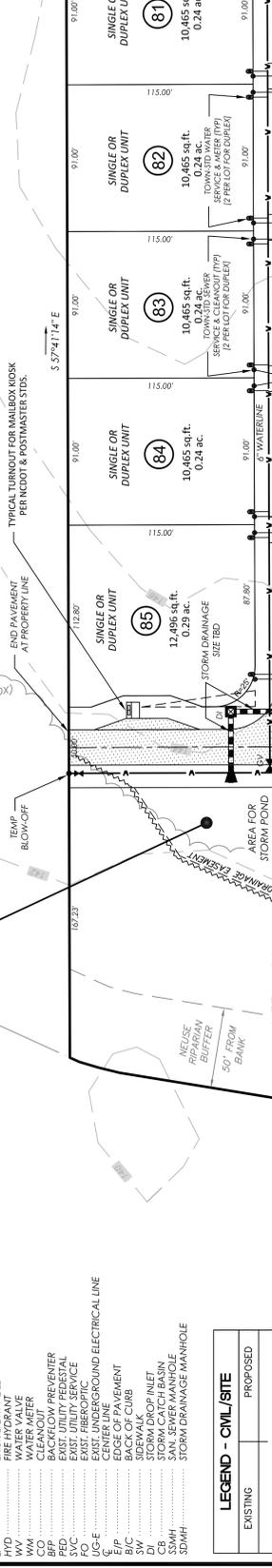
REVISIONS:

DATE:	REVISION:
7/23/20	UPDATED STREET SECTION & ADDED 2-CAR PARKING PER UNIT TO LOT LAYOUT
7/23/20	DRAWN BY: JWL/BRL
7/23/20	CHECKED BY: BRL
7/23/20	PROJECT NO: 120005.00
7/23/20	DWG: Prelim-SD-V2007

GENERAL NOTES FOR BUILDING LOTS:

1. BUILDING LAYOUTS AS SHOWN ARE A MAXIMUM BUILDING FOOTPRINT AFTER CONSIDERING MINIMUM BUILDING SETBACKS.
2. OWNER RESERVES RIGHT TO CONSTRUCT SINGLE FAMILY HOMES OR DUPLEXES ON LOTS IN ACCORDANCE WITH TOWN OF SMITHFIELD ZONING.
3. ALL DIMENSIONS ARE IN FEET. A SINGLE DRIVE WHEEL INDICATES DUAL WHEEL SERVICE. A DOUBLE DRIVE WHEEL INDICATES DUAL WHEEL SERVICE FOR DUPLEX UNITS. IF CONSTRUCTED, SHALL HAVE ONLY A SINGLE WATER/SEWER SERVICE.

CURRENT OWNER(S) OF RECORD:
 JYMCO DEVELOPMENT, INC.
 1588 VELEVERTON GROVE ROAD
 SMITHFIELD, NC 27577
 DEED BOOK 1140, PAGE 111
 www.jymco.com
 Office: (919) 989-9300
 Field: (919) 631-6934
 www.brlengr.com
 Office: (919) 989-9300
 Field: (919) 631-6934
 www.brlengr.com
 Office: (919) 989-9300
 Field: (919) 631-6934



LEGEND - CIVIL/SITE

EXISTING	PROPOSED
WATERLINE (ALL SIZES)	WATERLINE (ALL SIZES)
BLOWOFF	BLOWOFF
HYDRANT	HYDRANT
VALVE	VALVE
RENDEZVOUS	RENDEZVOUS
METER	METER
SEWERLINE (ALL SIZES)	SEWERLINE (ALL SIZES)
MANHOLE (ALL SIZES)	MANHOLE (ALL SIZES)
CLEANOUT (ALL SIZES)	CLEANOUT (ALL SIZES)
STORM DRAINAGE (ALL SIZES)	STORM DRAINAGE (ALL SIZES)
CATCH BASIN	CATCH BASIN
DROP INLET/ROAD INLET	DROP INLET/ROAD INLET

OTHER SYMBOLS

POWER UTILITY POLE	POWER UTILITY POLE
LIGHT POLE / AREA LIGHT	LIGHT POLE / AREA LIGHT
OVERHEAD POWER/UTILITY LINE	OVERHEAD POWER/UTILITY LINE
UNDERGROUND POWER/UTILITY LINE	UNDERGROUND POWER/UTILITY LINE
UNDERGROUND COMMUNICATION LINE	UNDERGROUND COMMUNICATION LINE
DITCH/CHANNEL	DITCH/CHANNEL
STREAM/CREEK/RIVER	STREAM/CREEK/RIVER

PRELIMINARY PLAN/LAYOUT

TOWNSHIP, COUNTY, & STATE: SMITHFIELD, JOHNSTON CO., NC
 CITY OR TOWN (LIMITED): SMITHFIELD (E.T.J.)
 NC PIN#: 260300-45-2087
 ZONING: RMH

DEVELOPER: JYMCO DEVELOPMENT
 CONTACT: STACY WHITLEY
 CONTACT TELEPHONE: 919-989-9300

OWNER/DEVELOPER INFORMATION
 TWIN OAKS SUBDIVISION, SECTION III, PHASE VI

DATE: 7/23/20
 SCALE: REF: BAR SCALE
 DRAWN BY: JWL/BRL
 CHECKED BY: BRL
 PROJECT NO: 120005.00
 DWG: Prelim-SD-V2007

Sheet No. 1 of 1
 PRELIMINARY

PRELIMINARY - DO NOT USE FOR CONSTRUCTION (PROGRESS DRAWING ONLY)

SPENCER E. POWELL, III
 DEED BOOK 5091, PAGE #16
 DEED BOOK 1140, PAGE #111
 NC PIN # 260300-45-2088

Stephen Wensman

From: Overman, Christopher B <cboverman@ncdot.gov>
Sent: Monday, July 20, 2020 11:23 AM
To: Stephen Wensman
Subject: Twin Oaks Subdivision

Twenty foot is the minimum requirement, yes we can accept 22' as well. Sam and I spoke about the sewer and as with any utility, an encroachment agreement would be required and street repairs due to sewer construction or maintenance would be the responsibility of the sewer company, not the NCDOT.

Chris Overman

Division 4 - District 3 - Johnston & Wayne Counties
District Engineers Office
919-739-5300

2671 US 70 West
Goldsboro, NC 27530



From: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Sent: Monday, July 20, 2020 11:07 AM
To: Overman, Christopher B <cboverman@ncdot.gov>
Cc: Ted Credle <ted.credle@smithfield-nc.com>; 'Bill Dreitzler (bdreitzler@dm2engineering.com)' <bdreitzler@dm2engineering.com>; brlengineering@earthlink.net; Mark Helmer <mark.helmer@smithfield-nc.com>
Subject: [External] RE: Twin Oaks Subdivision

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Thanks,

I was told by the developer's Engineer that the developer was required to pave the center 22' in order to get the older streets to meet NCDOT standards. If the older streets are to have the center 22' paved for NCDOT maintenance, wouldn't the new proposed streets also be acceptable at 22' wide.. Also, Sam had expressed some concern about the sewer being under the pavement. This was the case with the older streets and is again being proposed for the new streets. Please provide me some clarification of this.

Thanks,

From: Overman, Christopher B <cboverman@ncdot.gov>
Sent: Monday, July 20, 2020 10:58 AM
To: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Subject: Twin Oaks Subdivision

Since the existing section design was approved at 27', it is unfavorable but we would accept it onto the state system. However for any new development, 20' is an acceptable width.

For the existing streets to be added to the state system we still need a driveway pipe size certification and some utility encroachment and minor field work.

Chris Overman
Division 4 - District 3 - Johnston & Wayne Counties
District Engineers Office
919-739-5300

2671 US 70 West
Goldsboro, NC 27530



From: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Sent: Friday, July 17, 2020 4:15 PM
To: Overman, Christopher B <cboverman@ncdot.gov>
Cc: Lawhorn, Samuel C <sclawhorn@ncdot.gov>
Subject: [External] Twin Oaks Subdivision

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Dear Mr. Overman,

Brian from BRL Engineering is working with Stacy Whitley to develop the Twin Oaks subdivision and as you probably know, there are some questions about the status of Will Drive and Ray Drive, and NCDOT's willingness to take the streets over for maintenance. As I understand it, Stacy Whitley, is in the process of getting Ray Drive accepted for maintenance and has repaved the center 22' as required by NCDOT and that NCDOT is not interested in a 27' wide paved street. Brian said you would be sending me a letter providing me the status of the street for NCDOT maintenance. Essentially, what is needed for NCDOT to take over the street? If Ray Drive is accepted, will the new streets then be eligible for maintenance takeover as proposed?

Thanks,

Stephen Wensman
Planning Director

100 Block of Will Drive

Project Name:
Twin Oaks Sub'd
Section III
Phase VI

Location:
Will Drive

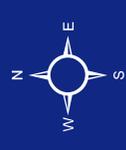
File Number:
S-20-01

Existing Zoning:
RMH

Request:
20 Lot Division

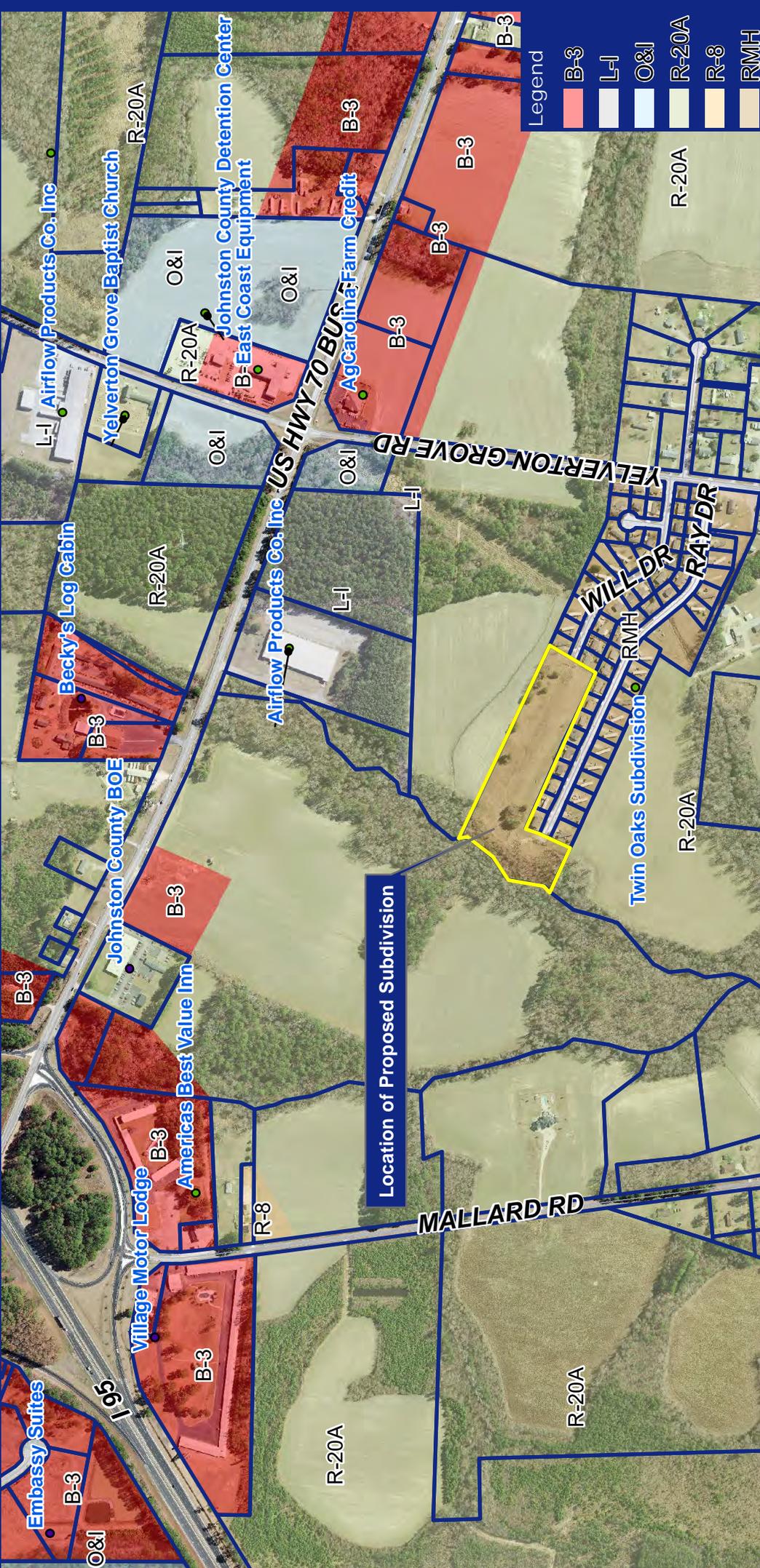
Property Owner:
JYMC
Development, Inc.

Tax ID# 15J11008M



1 in = 700 ft

Map created by the Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 6/30/2020



Legend

	B-3
	L-I
	O&I
	R-20A
	R-8
	RMH



Request for Town Council Action

Business
Agenda
Item:
Date: 08/04/2020
Equity
Drive

Subject: Equity Drive Improvements Bid Award
Department: Public Works
Presented by: Bill Dreitzler and Lenny Branch
Presentation: Business item

Issue Statement

The Equity Drive Improvements Project was formally advertised for bids on June 11, 2020. Bids were publicly opened on Thursday, July 16, 2020. Bids were received from: JSmith Civil, LLC, Turner Asphalt GC, LLC, FSC II, LLC dba Fred Smith Company, S.T. Wooten Corporation and Providence Construction.

Financial Impact

The low bidder is JSmith Civil, LLC at \$786,381. The Town has spent \$15,175.00 with Murphy Geomatics to develop pre-bid data used in the bid package. The budget for this project is \$1,000,000.

Action Needed

Council to vote to accept or deny the lump sum bid of \$786,381.00 from JSmith Civil, LLC.

Recommendation

Staff recommends award of the contract to JSmith Civil, LLC in the lump sum bid amount of \$786,381.00.

Approved: Town Manager Town Attorney

Attachments:

1. JSmith Civil, LLC Bid
2. Turner Asphalt GC, LLC Bid
3. FSC II, LLC dba Fred Smith Company Bid
4. S.T. Wooten Corporation Bid
5. Providence Construction Bid



Staff Report

Business
Agenda
Item: Equity
Drive

A Request for Proposal was advertised on June 11, 2020 and bids received on July 16, 2020. We received the following lump sum bids:

JSmith Civil, LLC	\$ 786,381.00
Turner Asphalt GC, LLC	\$ 888,542.00
FSC II, LLC dba Fred Smith Company	\$ 1,097,000.00
S.T. Wooten Corporation	\$ 1,290,000.00
Providence Construction	\$ 1,523,214.00

The solicitation process followed the guidelines of formal bidding as defined by G.S. 143.129. After all of the bids were analyzed for completeness, a phone conference was held with Matthew Jones, JSmith Civil to discuss the companies background and capabilities. The contractor does not have experience in Full-Depth Reclamation (FDR) work; however, they will be using Ruston Paving for this portion of the scope of services and Ruston specializes in FDR work. An in-person meeting was conducted on July 28, 2020 including representatives from JSmith Civil and Ruston Paving. Based on the quotes received and our due diligence evaluation of the low bidder to assure they have a complete understanding of the scope of services for this project, I recommend award of the project to JSmith Civil, LLC.

Bill Dreitzler, P.E.
Smithfield Town Engineer

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: JSmith Civil, LLC Submitted: 7/16/20

Address: 3733 N US Hwy 117 Goldsboro NC 27530

Phone: 919-330-1230 Fax: 919-330-0066

Contractor's License No.: 77634

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

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 Contract 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 SITE of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: 6/26/20

No. _____ Date: _____

No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

SCOPE OF WORK: The intent of this bid package is a partial design-build approach. A topographic survey of the project was completed and an engineering schematic design illustrating the new curb and gutter, sidewalk and drainage improvements. The awarded contractor will be responsible for determining the new curb inlet depths and new pipe inverts as a field design. The Full Depth Reclamation (FDR) scope will follow the same specifications used for Venture Drive. The Report was completed by GeoTechnologies, Inc. and is dated October 9, 2014. Refer to Option 2 – Full Depth Reclamation (FDR) under the Recommendations section of the Report. A copy of the GeoTechnologies Report is included as an Attachment to the Bid Package. The bidding contractor is responsible for determining quantities based on a field assessment and the engineering schematic design provided. The bid will be an all-inclusive Lump Sum Bid. Generally, the following represents the Scope of Work:

- Mobilization
- Construction Staking
- Site Grading and Erosion Control
- Install Driveway Entrances – 8” 3500 psi concrete
- Milling and FDR Current Conditions per Venture Drive Specifications
- Asphalt Paving 2.5” I19 Binder and 2” 9.5C Surface
- Concrete Flumes
- Curb Inlets
- RCP Storm Drain Pipe
- 24” Curb and Gutter
- 5-foot Sidewalk – 4” depth, 3000 psi concrete
- Traffic Control

Total Lump Sum Cost: **\$786,381.00**

Seven Hundred Eighty Six Thousand Three Hundred Eighty One and No Cents
(total lump sum cost – written out)

The lump sum cost hereinbefore shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work called for.

Bidder understands that the Owner reserves the right to reject all bids and to waive any technicalities and formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **thirty (30)** calendar days after scheduled closing time for receiving bids.

Upon receipt of notice of award, bidder will execute the formal contract attached with **ten (10)** days and deliver a Surety Bond or Bonds.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder JSmith Civil, LLC

Doing BUSINESS as a * Corporation

By [Signature] Jeremy Smith

Title President/CEO

Address 3733 N US Hwy 117

Goldsboro NC 27530

Telephone Number: 919-330-123.0

Attest: [Signature]

* Insert Partnership; Corporation;
or Individual as appropriate.



7/16/20
(DATE)

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

JSmith Civil, LLC
3733 N US Hwy 117, Goldsboro, NC 27530

SURETY (Name, and Address of Principal Place of Business):

Westfield Insurance Company
P.O. Box 5001, Westfield Center, OH 44251-5001

OWNER (Name and Address):

Town of Smithfield
PO Box 761, Smithfield, NC 27577

BID

Bid Due Date: July 16, 2020

Description (Project Name— Include Location): Equity Drive Improvements

BOND

Bond Number: Bid Bond

Date: July 16, 2020

Penal sum Five Percent of Amount Bid \$ 5%

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

JSmith Civil, LLC
Bidder's Name and Corporate Seal

By:

Signature

Jeremy Smith

Print Name

President

Title

Attest:

Signature

Corporate Secretary

Patti King

Title

SURETY

Westfield Insurance Company
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Scott D. Mathers

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Michelle A. Adams

Bond Account Manager

Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
-
-

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Scott D. Mathers**, SEVERALLY

of Raleigh and State of NC its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: Bid Bond
Principal: JSmith Civil, LLC
Oblgee: Town of Smithfield

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019 .



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of July A.D., 2020.




Frank A. Carrino, Secretary

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: TURNER ASPHALT GC, LLC Submitted: JULY 16, 2020

Address: 5805 Lease Lane, Raleigh, NC 27617

Phone: (919) 730-1046 Fax: (919) 784-0084

Contractor's License No.: 73137

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

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 Contract 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 SITE of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: June 26, 2020

No. _____ Date: _____

No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder Turner Asphalt GC, LLC

Doing ~~BUSINESS~~ as a * Limited Liability Corporation

By _____

Title Managing Member

Address 5805 Lease Lane

Raleigh, NC 27617

Telephone Number: (919) 730-1046

Attest: *Josephine Angler*

* Insert Partnership; Corporation;
or Individual as appropriate.



July 16, 2020

(DATE)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Turner Asphalt GC, LLC as principal, and Westfield Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Town of Smithfield as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 16th day of July, 2020

WHEREAS, the said principal is herewith submitting proposal for

Equity Drive Improvement Project and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Turner Asphalt GC, LLC

By: _____



Westfield Insurance Company

(SEAL)

By: _____

Chelsea Swartz

, Attorney-in-Fact

(SEAL)



Surety Phone No. 330-887-0101

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Chelsea Souza**, SEVERALLY

of **Richmond** and State of VA its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: Bid Bond
Principal: Turner Asphalt GC, LLC
Obligee: Town of Smithfield

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019 .



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed




David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of July A.D., 2020.




Frank A. Carrino, Secretary

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: FSL II, LLC dba Submitted: 7/16/2020
FRED SMITH COMPANY
Address: 701 CORPORATE CENTER, SUITE 101, RALEIGH NC 27607
Phone: 919-783-5700 Fax: 919-783-6072

Contractor's License No.: 43848

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

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 Contract 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 SITE of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: 6/26/20
No. _____ Date: _____
No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

SCOPE OF WORK: The intent of this bid package is a partial design-build approach. A topographic survey of the project was completed and an engineering schematic design illustrating the new curb and gutter, sidewalk and drainage improvements. The awarded contractor will be responsible for determining the new curb inlet depths and new pipe inverts as a field design. The Full Depth Reclamation (FDR) scope will follow the same specifications used for Venture Drive. The Report was completed by GeoTechnologies, Inc. and is dated October 9, 2014. Refer to Option 2 – Full Depth Reclamation (FDR) under the Recommendations section of the Report. A copy of the GeoTechnologies Report is included as an Attachment to the Bid Package. The bidding contractor is responsible for determining quantities based on a field assessment and the engineering schematic design provided. The bid will be an all-inclusive Lump Sum Bid. Generally, the following represents the Scope of Work:

- Mobilization
- Construction Staking
- Site Grading and Erosion Control
- Install Driveway Entrances – 8” 3500 psi concrete
- Milling and FDR Current Conditions per Venture Drive Specifications
- Asphalt Paving 2.5” I19 Binder and 2” 9.5C Surface
- Concrete Flumes
- Curb Inlets
- RCP Storm Drain Pipe
- 24” Curb and Gutter
- 5-foot Sidewalk – 4” depth, 3000 psi concrete
- Traffic Control

Total Lump Sum Cost: \$ 1,097,000.00
ONE MILLION NINETY-SEVEN THOUSAND DOLLARS & NO CENTS
 (total lump sum cost – written out)

The lump sum cost hereinbefore shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work called for.

Bidder understands that the Owner reserves the right to reject all bids and to waive any technicalities and formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **thirty (30)** calendar days after scheduled closing time for receiving bids.

Upon receipt of notice of award, bidder will execute the formal contract attached with **ten (10)** days and deliver a Surety Bond or Bonds.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder FSC II, LLC dba FRED SMITH COMPANY

Doing BUSINESS as a * LIMITED LIABILITY COMPANY

By Thomas J Johnson

Title VICE PRESIDENT

Address 701 CORPORATE CENTER DR., SUITE 101

RALEIGH, NC 27607

Telephone Number: 919-783-5700

Attest: Jason M. Will



7/16/2020
(DATE)

* Insert Partnership; Corporation; or Individual as appropriate.

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: S.T. Werten Corporation Submitted: 7-16-20

Address: 3801 Black Creek Road, Wilson, NC 27894

Phone: 252-291-5165 Fax: 252-291-1157

Contractor's License No.: # 2835

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

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 Contract 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 SITE of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: June 26, 2020

No. _____ Date: _____

No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

SCOPE OF WORK: The intent of this bid package is a partial design-build approach. A topographic survey of the project was completed and an engineering schematic design illustrating the new curb and gutter, sidewalk and drainage improvements. The awarded contractor will be responsible for determining the new curb inlet depths and new pipe inverts as a field design. The Full Depth Reclamation (FDR) scope will follow the same specifications used for Venture Drive. The Report was completed by GeoTechnologies, Inc. and is dated October 9, 2014. Refer to Option 2 – Full Depth Reclamation (FDR) under the Recommendations section of the Report. A copy of the GeoTechnologies Report is included as an Attachment to the Bid Package. The bidding contractor is responsible for determining quantities based on a field assessment and the engineering schematic design provided. The bid will be an all-inclusive Lump Sum Bid. Generally, the following represents the Scope of Work:

- Mobilization
- Construction Staking
- Site Grading and Erosion Control
- Install Driveway Entrances – 8” 3500 psi concrete
- Milling and FDR Current Conditions per Venture Drive Specifications
- Asphalt Paving 2.5” I19 Binder and 2” 9.5C Surface
- Concrete Flumes
- Curb Inlets
- RCP Storm Drain Pipe
- 24” Curb and Gutter
- 5-foot Sidewalk – 4” depth, 3000 psi concrete
- Traffic Control

Total Lump Sum Cost: \$ 1,290,000.00

One Million Two Hundred and Ninety Thousand and ZERO Cents
(total lump sum cost – written out)

The lump sum cost hereinbefore shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work called for.

Bidder understands that the Owner reserves the right to reject all bids and to waive any technicalities and formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **thirty (30)** calendar days after scheduled closing time for receiving bids.

Upon receipt of notice of award, bidder will execute the formal contract attached with **ten (10)** days and deliver a Surety Bond or Bonds.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder S. T. Wooten Corporation

Doing BUSINESS as a * Corporation

By Douglas W. Jordan

Title VP / CFO

Address 3801 Black Creek Road

Wilson, NC 27894

Telephone Number: 252-291-5165

Attest: D. Blake Jordan

* Insert Partnership; Corporation;
or Individual as appropriate.

(Sealed - if bid is by
a corporation)

7-16-20

(DATE)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

S. T. Wooten Corporation _____ as principal, and Fidelity and Deposit Company of Maryland _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Town of Smithfield _____ as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 16th day of July, 2020

WHEREAS, the said principal is herewith submitting proposal for

Equity Drive Improvements, Smithfield, NC _____ and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

S. T. Wooten Corporation _____ (SEAL)

By: Douglas W. Godwin _____ (SEAL)

Douglas W. Godwin _____ (SEAL)
VP, CFO

Fidelity and Deposit Company of Maryland _____ (SEAL)

By: Debra S. Ritter _____ (SEAL)
Debra S. Ritter, Attorney-in-Fact



Bond Number Bid Bond

Obligee Town of Smithfield

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra S. Ritter, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

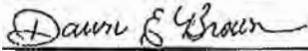
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact, The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of July, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**EQUITY DRIVE IMPROVEMENTS
SMITHFIELD, NORTH CAROLINA**

BID FORM

**EQUITY DRIVE IMPROVEMENTS
TOWN OF SMITHFIELD, NORTH CAROLINA
(PUBLIC CONTRACT)**

FROM:

Bidder: PROVIDENCE CONSTRUCTION Submitted: _____

Address: 114 WEST MAIN STREET CLAYTON, NC 27520

Phone: (919) 697-1101 Fax: _____

Contractor's License No.: 82890

**TO: Town of Smithfield
PO Box 761
231 Hospital Road
Smithfield, NC, 27577**

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 Contract 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 SITE of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Plans and Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

Bidder acknowledges receipt of the following addenda:

No. 1 Date: JUNE 26, 2020

No. _____ Date: _____

No. _____ Date: _____

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, Town of Smithfield, North Carolina, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Engineer and the owners at the prices listed hereafter.

SCOPE OF WORK: The intent of this bid package is a partial design-build approach. A topographic survey of the project was completed and an engineering schematic design illustrating the new curb and gutter, sidewalk and drainage improvements. The awarded contractor will be responsible for determining the new curb inlet depths and new pipe inverts as a field design. The Full Depth Reclamation (FDR) scope will follow the same specifications used for Venture Drive. The Report was completed by GeoTechnologies, Inc. and is dated October 9, 2014. Refer to Option 2 – Full Depth Reclamation (FDR) under the Recommendations section of the Report. A copy of the GeoTechnologies Report is included as an Attachment to the Bid Package. The bidding contractor is responsible for determining quantities based on a field assessment and the engineering schematic design provided. The bid will be an all-inclusive Lump Sum Bid. Generally, the following represents the Scope of Work:

- Mobilization
- Construction Staking
- Site Grading and Erosion Control
- Install Driveway Entrances – 8” 3500 psi concrete
- Milling and FDR Current Conditions per Venture Drive Specifications
- Asphalt Paving 2.5” I19 Binder and 2” 9.5C Surface
- Concrete Flumes
- Curb Inlets
- RCP Storm Drain Pipe
- 24” Curb and Gutter
- 5-foot Sidewalk – 4” depth, 3000 psi concrete
- Traffic Control

Total Lump Sum Cost: \$ 1,523,214.00

ONE MILLION FIVE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED FOURTEEN
 (total lump sum cost – written out) DOLLARS

The lump sum cost hereinbefore shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work called for.

Bidder understands that the Owner reserves the right to reject all bids and to waive any technicalities and formalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **thirty (30)** calendar days after scheduled closing time for receiving bids.

Upon receipt of notice of award, bidder will execute the formal contract attached with **ten (10)** days and deliver a Surety Bond or Bonds.

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment with **fourteen (14)** days after being notified by the Owner to proceed, and to complete the work within **ninety (90)** calendar days.

BID EXECUTION FORM

Respectfully Submitted:

Bidder PROVIDENCE CONSTRUCTION Services, LLC

Doing BUSINESS as a * LLC

By 

Title PRESIDENT

Address 114 WEST MAIN STREET

CLAYTON, NC 27520

Telephone Number: 919-697-1101

Attest: 

(Sealed - if bid is by
a corporation)

Sealed

7/16/2020

(DATE)

* Insert Partnership; Corporation;
or Individual as appropriate.



Request for Town Council Action

Business Item: Utility Late Fees
Date: 08/04/2020

Subject: **Utility Late Fees**
Department: Utility/Finance
Presented by: Greg Siler/ Michael Scott
Presentation: Business Item

Issue Statement

Executive Order 142 expired on July 29th. This allows the Town Utility Department to begin changing late fees and requiring 6-month payment contracts for those customers who are late on payments or not making payments. The Council requested at a previous meeting to discuss the late payment procedure.

Financial Impact

Penalties generally account for approximately \$200,000 in revenue for the utility departments, with Water and Sewer receiving about \$75,000 and Electric receiving about \$125,000.

Action Needed

The Council is requested to review the current policy for charging late fees and make any needed changes.

Recommendation

Leave policy as is or add ten days after due date before late fees are charged.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Utility
Agenda Late
Item: Fees

Currently the Policy of the Town is to begin charging a late fee on utility invoices the day following a due date for the customer. Utility Bills are in two separate cycles with the first due date being the 5th of each month or the first business day following the 5th if the 5th falls on a state holiday or weekend, and the second falling on the 20th of each month or the first business day following the 20th if the 20th falls on a state holiday or weekend. The penalty equates to 5% of the invoiced bill.

Cut offs occur after a customer is one month, plus one day in arrears. During past meetings the Council has voiced concern over these policies and asked staff to evaluate changing due dates or offering a customer a choice of due dates. Offering a choice of due dates is not possible since meters are read according to their location in town, with each due date being specific to a surrounding geography. Providing a choice in due dates would force meter readers to move all over town to read meters, as opposed to walking or moving from house to house in the same area.

Changing due dates would be a significant undertaking in the Town's computer system as well as the meter reading schedule. By moving penalty dates into the future, we are in effect creating a new due date without all the change that would need to occur in the records management system or meter reading schedules.

Should the Council choose to create a new policy regarding when late fees are charged, staff would recommend providing a ten-day grace period between the due date and the penalty date. Council should also make a determination if it wants to change the cut off schedule in a similar fashion.

Financial Report

NOTICE

Financial Summaries and Charts for year-end (June 30, 2020) are not included in this month's report. Unlike the other eleven months in the year, expenses and revenues received after June 30th, but for the prior fiscal year are continually applied back to the month of June. Therefore, the year-end numbers at June 30, 2020, are reported in the annual audit report.

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 June/July 2020.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities JUN/JUL20

1. Downtown Development - Johnston Hotel. Perry called to discuss his involvement with the Johnston Hotel property. He has recently listed the property and is very interested in seeing the building renovated as it would be a positive development for the town. Perry stated that he had been contacted by several developers and some had the wherewithal and experience to make the project a success. He said that incentives would play a part in moving the project forward and he had discussed the matter with Tim. I told Perry that I would discuss our conversation with Tim and get him a list of potential incentives that could be offered to encourage the project as soon as possible.

Discussed the call with Perry Harris with Tim. We reviewed the list of potential incentives memo that was prepared. Tim will get Mike Scott to review and approve and then send the memo to Perry.

2. Internal/External Marketing – Promotional Booklet. Provided the investment information for three recent expansion projects that will be highlighted in the promotional booklet. This was the last element to be completed before publication.
3. Economic Development Plan of Work/Strategic Plan – Tim and Rocky discussed the elements of the strategic plan update and ways to move forward in these times. Methods to gather input for the Assets and Barriers analysis were discussed. Interviews can be conducted via phone, and focus groups can be conducted via Zoom, Microsoft Teams, Google Groups, or some other similar platform. It was decided that the first step would be to conduct the interviews and then determine if in-person focus groups were appropriate or would they need to be conducted virtually. It was also decided that, working in conjunction with Chris Johnson, interviews with companies such as Grifols and Novo Nordisk could provide valuable information and direction for the economic development program. Public engagement and input were discussed and several ways to facilitate that were identified.
4. Internal/External Communications – Economic Development Forum. While it was agreed that it is too early to reschedule the postponed Economic Development Forum, when public meetings are feasible again this item would be a top priority. Further, if the timing aligns, this could be a way to solicit and receive public input for the strategic plan update. The potential of conducting the forum virtually was also discussed. It would be preferable to conduct the event in-person, however it may be beneficial to hold the event virtually to illustrate that the town is continuing to move forward in its efforts.
5. New Business Recruitment – Information Technology. Tim and Rocky discussed a strategy focused on recruiting companies in the Information Technology sector. Many such companies do not need to be located in major metropolitan areas such as the Triangle or Charlotte and can operate most anywhere so long as they have the needed infrastructure- a good, stable, electric service provider, broad band internet access, and an available, capable workforce. Smithfield has all three and there are several buildings that could house such operations. The recruitment strategy will be developed for presentation and approval.

6. Product Inventory – Tim and Rocky discussed current developments and activities with Stephen Wensman. Stephen stated that he has had several discussions with developers focused on various properties in the town or its ETJ. Some of the projects are focused on properties that have been identified as having potential for industrial development. The town places an emphasis on residential development and should, as a potential negative identified in the Economic and Demographic Profile compiled during the 2014 strategic plan update was the lack of growth in the population cohorts that make up the bulk of the workforce. The challenge was, and is to attract families, young professionals, etc. in those cohorts. Recent residential development projects should help meet that challenge, but growth is coming towards the town and new residential developments will further grow the town and its population in positive ways. But growth needs to be balanced between residential, commercial, and industrial, or else the burden of supporting municipal services via property taxes, falls more heavily on the residential sector. Tim, Stephen, and Rocky will meet regularly to review current developments and identify opportunities.
7. Product Inventory – Former Pontiac Dealership Building. Tim and Rocky discussed the former Pontiac dealership building. A tour will be scheduled to tour the facility to assess its condition and identify potential uses.



FINANCE DEPARTMENTAL REPORT FOR JUNE, 2020

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

Daily Collections/Property Taxes/Other.....	\$ 766,257 (Estimated)
Franchise Tax.....	0
Sales & Use Tax.....	235,042
Powel Bill.....	0
Total Revenue	\$1,001,299 (Estimated)

Expenditures: General, Water, and Electric.....\$2,894,257 (Estimated)

FINANCE:

- Compiled and submitted monthly retirement report on 6/30/2020
- Issued 18 purchase orders
- Processed 544 vendor invoices for payment and issued 305 accounts payable checks
- Prepared and processed 3 regular payrolls and remitted federal and state payroll taxes on 6/12 and 6/26/2020
- Issued 36 renewal privilege licenses for beer and wine sales.
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 2 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$8,436
- Processed 5 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$27,991.94 (EMS = \$6,259.27; SRAC = \$4,414.82; Utility= \$17,317.85; and Other = \$0).
- Invoiced 4 grave opening for a total of \$2,100.00.
- Invoiced Johnston Community College for Police Security
- Earned \$1,262.68 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$5,315.16 in credit/debit/Tyler card fees, but earned \$5,166.06 in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting via conference call on June 2, 2020
- Attended Department Head Meetings on June 1 and 16, 2020
- Translated door hanger in Spanish - used for utility notices
- Notified Johnston County of FY21 tax rates and budget percentages by dept.
- Prepared additional year end budget amendments
- Prepared sections 108A and 108C of LGC application for Water Plant Expansion



Planning Department Development Report

Friday, July 24, 2020

Project Name: Daycare Centers at Place of Worship
Request: Ammend to allow Daycares as accessory use to place of worsh
Location
Tax ID#: **PIN#:**
Project Status In First Review
Notes: Amend 6.5 Table of uses and activities

Text Amendment 2020--02	
Submittal Date:	7/3/2020
Planning Board Review:	8/6/2020
Board of Adjustment Review:	
Town Council Hearing Date:	9/1/2020
Approval Date:	

Project Name: Daycare Center
Request: Daycare Center @ existing place of worship
Location 720 Second Avenue
Tax ID#: 15066010 **PIN#:** 169311-57-2189
Project Status In First Review
Notes: Complimentary sketch plan review completed.

Special Use 2020-09	
Submittal Date:	7/3/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	9/1/2020
Approval Date:	

Project Name: TIMA LLC
Request: Rezone From PUD To B-3
Location Buffalo Road
Tax ID#: 14075030B **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 Subdivision
Request: 20 lot subdivision
Location Will Drive
Tax ID#: 15J11008M **PIN#:** 160300-46-0287
Project Status First Review Complete
Notes: TC review schedualed 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 First Review Complete
 Notes:

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 Approved
 Notes: SUP recorded

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:	7/7/2020

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:

Site Plan 2020-06	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

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 Approved
 Notes: Ordinance posted to web site

Text Amendment 2020-01	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	7/7/2020

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

Special Use 2020-01	
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 **Approved**
 Notes: Official zoning map revised

Map Amendment 2020-03	
Submittal Date:	5/1/2020
Planning Board Review:	6/4/2020
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	7/7/2020

Project Name: **True Hotel**
 Request: 4 Story Hotel
 Location 167 South Equity Drive
 Tax ID#: 15008046c PIN#: 260417-10-4438
 Project Status **Approved**
 Notes: Building Plans approved by JoCo Building Inspection

Site Plan 2020-04	
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: Building Plans approved by JoCo Building Inspection

Site Plan 2020-05	
Submittal Date:	4/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/18/2020

Project Name: **Smithfield Independent Living**
 Request: 83 unit Assisted Living Facility
 Location Kellie Drive
 Tax ID#: 14075022D PIN#: 260503-00-6120
 Project Status **Approved**
 Notes: SUP recorded

Special Use 2020-05	
Submittal Date:	4/28/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	7/7/2020
Approval Date:	7/7/2020

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

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

Project Name: **East River Phase II**
 Request: 32 lot division / Construction Plan Review
 Location Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-3415
 Project Status **Approved**
 Notes: Under Construction

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

Project Name: **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

Site Plan 2020-01	
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

Site Plan 2019-04	
Submittal Date:	5/22/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/22/2019

Project Name: **Kamdon Ranch**
Request: 110 Lot Division
Location Swift Creek Road
Tax ID#: 15I08020 PIN#: 167400-55-9495
Project Status **Approved**
Notes: Under Construction

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

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

Site Plan 2018-10	
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

Site Plan 2018-08	
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

Subdivision 2018-01

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

Site Plan 2017-09

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 June 2020

		Permit Fees	Permits Issued
Zoning	Land Use	1,200.00	12
Site Plan	Minor Site Plan	\$300.00	6
Zoning	Sign	\$450.00	9
Report Period Total:		\$1,950.00	27
Fiscal YTD Total:		\$17,600.00	274

Z20-000093	Zoning	Sign	Jersey Mikes	1233 N Brightleaf Blvd
SP20-000039	Site Plan	Minor Site Plan	Single Family Dwelling	1234 S Second St
SP20-000040	Site Plan	Minor Site Plan	Single Family Dwelling	1230 S Second St
SP20-000044	Site Plan	Minor Site Plan	Tru Hotel	167 S Equity Dr
SP20-000045	Site Plan	Minor Site Plan	Single Family Dwelling	307 Ash St
SP20-000046	Site Plan	Minor Site Plan	Two Family Dwelling	101 W Langdon Ave
Z20-000075	Zoning	Land Use	Cattail Q Food Truck	910 Berkshire Dr
Z20-000076	Zoning	Land Use	Chavez Auto Repair	828 S Brightleaf Blvd
Z20-000090	Zoning	Sign	Chavez Auto Repair	828 S Brightleaf Blvd
Z20-000077	Zoning	Land Use	Capital Home Creations	36 E Edgerton St 1E
Z20-000078	Zoning	Land Use	Thomsen Bamboo, LLC	36 E Edgerton St Unit 2C
Z20-000079	Zoning	Land Use	Interior Storage	36 E Edgerton St Unit 2B
Z20-000080	Zoning	Land Use	Administrative Office	36 E Edgerton St Unit G
Z20-000081	Zoning	Sign	Speedway Sign Face Change	1669 E Market St
Z20-000082	Zoning	Sign	East River Sub'd	Buffalo Rd
Z20-000083	Zoning	Sign	Briar Harbour Sub'd Sign	101 Kellie Dr
Z20-000084	Zoning	Land Use	252 Kicks Outlet Store	1025 Outlet Center Dr Ste 110
Z20-000085	Zoning	Land Use	Xtreme Shades	27 Noble St
Z20-000096	Zoning	Sign	Xtreme Shades	27 Noble Str
Z20-000086	Zoning	Land Use	Tarheel paper	1685 S Brightleaf Blvd
Z20-000087	Zoning	Sign	Comfort Inn	170 S Equity Dr
Z20-000088	Zoning	Sign	Johnston Regional	3149 Swift Creek Rd
SP20-000047	Site Plan	Minor Site Plan	Burger King Remodel	1708 E Market St
Z20-000091	Zoning	Land Use	NC Nephrology	1559 Booker Dairy Rd
Z20-000092	Zoning	Sign	T-Mobile	1241 N Brightleaf Blvd
Z20-000094	Zoning	Land Use	Smithfield's Chicken 'N Bar-	924 N Brightleaf Blvd
Z20-000095	Zoning	Land Use	JoCo Youth Services, Inc.	1690 Booker Dairy Rd



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING June 30, 2020**

I. STATISTICAL SECTION

Month Ending June 30, 2020	June2020	June 2019	Total 2020	Total 2019	YTD Difference
Calls for Service	1549	1631	8898	9839	-941
Incident Reports Completed	112	145	678	844	-166
Cases Closed	82	104	501	583	-82
Accident Reports	59	84	317	450	-133
Arrest Reports	87	99	427	550	-123
Burglaries Reported	3	2	26	33	-7
Drug Charges	30	45	149	198	-49
DWI Charges	8	6	39	41	-2
Citations Issued	164	148	790	977	-187
Speeding	44	23	216	193	23
No Operator License	29	37	117	231	-114
Registration Violations	20	16	98	115	-17

II. PERSONNEL UPDATE

The police department currently has three (4) vacant patrol officer positions. Interviews are being scheduled for applications that have just been received at the end of the month.

III. MISCELLANEOUS

Mandatory in-service training was continued in June, with most courses be completed on line. The department has assisted with three peaceful protest during the month of June. Community programs are still down due to the COVID-19. Calls for Service and Motor Vehicle accidents have been to increase since the lifting of the restrictions due to COVID-19.

REPORTED UCR OFFENSES FOR THE MONTH OF JUNE 2020

PART I CRIMES	June	June	+/-	Percent	Year-To-Date		+/-	Percent
	2019	2020		Changed	2019	2020		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	1	0	-1	-100%
ROBBERY	1	1	0	0%	5	5	0	0%
Commercial	1	0	-1	-100%	2	0	-2	-100%
Individual	0	1	1	N.C.	3	5	2	67%
ASSAULT	3	6	3	100%	37	24	-13	-35%
* VIOLENT *	4	7	3	75%	43	29	-14	-33%
BURGLARY	2	3	1	50%	31	22	-9	-29%
Residential	0	2	2	N.C.	22	14	-8	-36%
Non-Resident.	2	1	-1	-50%	9	8	-1	-11%
LARCENY	23	32	9	39%	146	183	37	25%
AUTO THEFT	1	1	0	0%	9	7	-2	-22%
ARSON	0	0	0	N.C.	0	3	3	N.C.
* PROPERTY *	26	36	10	38%	186	215	29	16%
PART I TOTAL:	30	43	13	43%	229	244	15	7%
PART II CRIMES								
Drug	35	33	-2	-6%	156	111	-45	-29%
Assault Simple	7	6	-1	-14%	42	36	-6	-14%
Forgery/Counterfeit	2	2	0	0%	14	25	11	79%
Fraud	4	6	2	50%	42	39	-3	-7%
Embezzlement	0	0	0	N.C.	0	7	7	N.C.
Stolen Property	0	0	0	N.C.	4	2	-2	-50%
Vandalism	6	6	0	0%	35	29	-6	-17%
Weapons	1	1	0	0%	2	5	3	150%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	2	2	N.C.	0	4	4	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	5	4	-1	-20%
D. W. I.	7	8	1	14%	46	40	-6	-13%
Liquor Law Violation	0	2	2	N.C.	4	7	3	75%
Disorderly Conduct	1	0	-1	-100%	7	0	-7	-100%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	1	0	-1	-100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	37	21	-16	-43%	203	119	-84	-41%
PART II TOTAL:	101	87	-14	-14%	561	428	-133	-24%
GRAND TOTAL:	131	130	-1	-1%	790	672	-118	-15%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
June 2020**

I. Statistical Section

Responded to	2020 Jun	Jun IN	Jun OUT	2019 Jun	2020 IN	2020 OUT	2020 YTD	2019 YTD
Total Structure Fires Dispatched	5	3	2	11	19	26	45	64
Confirmed Structure Fires (Our District)	1	1	0	1	12	0	12	16
Confirmed Structure Fires (Other Districts)	2	0	2	3	0	14	14	21
EMS/Rescue Calls	87	76	11	121	441	37	478	751
Vehicle Fires	3	2	1	1	5	4	9	4
Motor Vehicle Accidents	24	21	3	26	72	14	86	118
Fire Alarms (Actual)	6	6	0	6	28	1	29	55
Fire Alarms (False)	12	12	0	18	62	2	64	69
Misc./Other Calls	31	26	5	38	113	21	134	161
Mutual Aid (Received)	3	0	0	4	0	0	24	23
Mutual Aid (Given)	2	0	0	10	0	0	24	41
Overlapping Calls (Calls at the same time)	26	0	0	46	0	0	152	260
TOTAL EMERGENCY RESPONSES	166	144	22	214	733	93	826	1195

* 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**).

	Jun	YTD
Fire Inspections/Compliance Inspections	48	124
Public Fire Education Programs	0	1
Children in Attendance	0	2
Adults in Attendance	0	2
Plans Review Construction/Renovation Projects	6	27
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	3	41
Re-Inspections	17	43

II. Major Revenues

	Jun	YTD
Inspections	\$1,350.00	\$4,625.00
False Alarms	\$475.00	\$1,575.00
Fire Recovery USA	\$0.00	\$396.00
EMS Debt Setoff	\$0.00	\$5,536.59

Major Expenses for the Month:

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- Due to COVID-19 all special events were cancelled.
- We conducted live fire training at 665 NC 210 Hwy.

**Town of Smithfield
Public Works Department
June 30, 2020**



137 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200.00

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

\$5,000.00 Sunset Cemetery Lot Sales

\$0.00 Riverside Extension Cemetery Lot Sales

484.31 tons of household waste collected

146 tons of yard waste collected

5.74 tons of recycling collected

1.67 tons of clean wood pallets recycled

165 scrap tires were recycled

**Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
June 30, 2020**



I. Statistical Section

- 6 _____ Burials
- 3 _____ Works Orders – Buildings & Facilities Division
- 11 _____ Work Orders – Grounds Division
- 3 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$5,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$9,200.00

III. Major Expenses for the Month:

\$5,939.13 to Partners In Recognition for Donate a Tree Plaque

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "Face Mask Protection".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
June 30, 2020**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Cut one Nuisance lot for Planning Department.
- c. 4 Work Orders – cleaned 1,200 Linear Feet of Storm Drain lines.
- d. Work Orders – 660lbs. of Cold Patch used for 22 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$708.00 to Gregory Poole for repairs to 420 Cat backhoe.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on Face Mask Protection”.

**Town of Smithfield
Public Works Department
June 2020 Drainage Report**

Location: First and Hood.
Starting Date: 6/1/2020
Completion Date: 6/1/2020
Description: Stop sign was replaced due to damaged.
Man-hours: 30min.
Equipment: 412 plus hand tools.
Materials: 30x30 stop sign and 8ft u-channel pole.

Location: 26 Brookwood, 506 Rosewood, 270-275 Equity Drive, 708 S Fifth, S 3rd and Holt, 810 Third Ave, West and East, 1010 MLK, 219 Johnston, Second and Midway, Heath Street, 106 Cobblestone,
Starting Date: 6/2/2020
Completion Date: 6/26/2020
Description: Repaired 22 potholes.
Man-hours: 3hrs.
Equipment: 412 plus hand tools.
Materials: 11 bags of Perma Patch asphalt.

Location: 3rd Ave Dead End.
Starting Date: 6/4/2020
Completion Date: 6/4/2020
Description: Installed new Dead-End sign, cut back vegetation and removed debris.
Man-hours: 1hr.
Equipment: 900 plus hand tools.
Materials: NA

Location: 316 Oak Street.
Starting Date: 6/9/2020
Completion Date: 6/9/2020
Description: Repaired sink hole beside catch basin.
Man-hours: 4.5hrs.
Equipment: 420 Cat backhoe, 412 plus hand tools.
Materials: Four 80lbs. bags of concrete, ½ yard of screening.

Location: Equity Drive.
Starting Date: 6/10/2020
Completion Date: 6/10/2020
Description: Repaired low shoulder with ABC stone.
Man-hours: 3hrs.
Equipment: 420 Cat backhoe, 412 plus hand tools.
Materials: One yard of ABC stone.

Location: E Woodall and S 7th.
 Starting Date: 6/11/2020
 Completion Date: 6/11/2020
 Description: Due to storm large Oak tree fell across roadway. Assisted utility department with clean up.
 Man-hours: 27hrs.
 Equipment: 420 Cat backhoe, 405 dump truck, 408 flat bed, 312 Knuckle boom.
 Materials: NA

Location: Cedar Drive.
 Starting Date: 6/12/2020
 Completion Date: 6/12/2020
 Description: Mulch pile from residents washed into roadway and covered catch basin. Crew removed debris from roadway and blew street.
 Man-hours: 1hr.
 Equipment: 905 plus hand tools.
 Materials: NA

Location: 110 W Wilson Mills Road.
 Starting Date: 6/15/2020
 Completion Date: 6/15/2020
 Description: Cut back vegetation from hydrant.
 Man-hours: 1hr.
 Equipment: 905 plus hand tools.
 Materials: NA

Location: Sunset Cemetery.
 Starting Date: 6/16/2020
 Completion Date: 6/16/2020
 Description: Cut back landscape beds at both entrances.
 Man-hours: 16hrs.
 Equipment: 905 plus hand tools.
 Materials: NA

Location: Cedar Drive, MLK and Furlong, North and N 5th, 231 Hospital Road.
 Starting Date: 6/16/2020
 Completion Date: 6/16/2020
 Description: Cleaned 1,200LF of storm drain line with jet truck.
 Man-hours: 9hrs.
 Equipment: 412, Jet truck.
 Materials: NA

Location: 221 Parker Street.
 Starting Date: 6/17/2020
 Completion Date: 6/17/2020
 Description: Tree fell across sidewalk, crew cut up and removed debris.
 Man-hours: 7hrs.
 Equipment: 420 Cat backhoe, 405 dump truck, 412 and 905.
 Materials: NA

Location: 808 Martin Street.
Starting Date: 6/19/2020
Completion Date: 6/19/2020
Description: Repaired low shoulder with topsoil.
Man-hours: 1hr.
Equipment: 420 Cat backhoe, 412.
Materials: One yard of topsoil.

Location: 222 W Hood Street.
Starting Date: 6/22/2020
Completion Date: 6/22/2020
Description: Repaired sink hole beside catch basin.
Man-hours: 1.5hrs.
Equipment: 412 plus hand tools.
Materials: Two 50lbs. bags of concrete.

Location: Old Goldsboro Road between Dogwood and Dead-End.
Starting Date: 6/23/2020
Completion Date: 6/23/2020
Description: Repaired ruts on shoulder of roadway.
Man-hours: 2hrs.
Equipment: 420 Cat backhoe, 408 flat bed.
Materials: 5 yards of fill dirt.

Location: 1511 Old Goldsboro Road.
Starting Date: 6/26/2020
Completion Date: 6/26/2020
Description: Cut Nuisance lot for Planning Department.
Man-hours: 8hrs.
Equipment: 905, Scag mower plus hand tools.
Materials: NA

Location: College Road and MLK, Outlet Center Drive, Woodall and SBL, S 5th and Church, Lot beside Police Department, Rogers Circle.
Starting Date: 6/24/2020
Completion Date: 6/25/2020
Description: Cut Fema lots and right of ways.
Man-hours: 14.5hrs.
Equipment: 412, Scag mowers plus hand tools.
Materials: NA

Location: Outlet Center Drive across from Channel Master.
Starting Date: 6/25/2020
Completion Date: 6/25/2020
Description: Repaired low shoulder with ABC stone.
Man-hours: 1.5hrs.
Equipment: 420 cat backhoe, 408 flat bed.
Materials: Two yards of ABC Stone.

Location: Town Hall.
Starting Date: 6/29/2020
Completion Date: 6/29/2020
Description: Installed social distancing decals under rear entrance porch area.
Man-hours: 1 hr.
Equipment: 900
Materials: New decals.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
June 30, 2020**



I. Statistical Section

- 0 Preventive Maintenances
- 0 North Carolina Inspections
- 33 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. The Public Works Department safety meeting was on "Face Mask Protection".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
June 30, 2020



I. Statistical Section

The Division collected from approximately 4,165 homes, 4 times during the month

- a. Sanitation forces completed 40 work orders
- b. Sanitation forces collected tons 484.31 of household waste
- c. Sanitation forces disposed of 73 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 1.67 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 4.37 tons of construction debris (C&D)
- f. Town disposed of 165 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 4.05 tons of recyclable plastic
- h. Recycled 3480 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 5300 lbs. of shredder steel for \$198.75 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,442.00 for disposal of yard waste and debris. Paid \$2665.90 to Whites tires for trucks. Paid \$3602.74 to Carolina Environmental Systems for Grapple swivel for Knuckle boom. Paid \$95.88 to Mi Fleet Subscription for 13 devices for fleet Trucks.

IV. Personnel Update:

No new personnel hired in the Month of June.

V. Narrative of monthly departmental activities:

Seven New homes in East River added to sanitation and yard waste collection. The Public Works Department safety meeting was on "Face Mask Protection"

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR JUNE, 2020

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	0	13
TOTAL ATHLETICS PARTICIPANTS	0	913
TOTAL NON/ATHLETIC PARTICIPANTS	0	3958
NUMBER OF GAMES PLAYED	0	62
TOTAL NUMBER OF PLAYERS (GAMES)	0	1488
NUMBER OF PRACTICES	0	30
TOTAL NUMBER OF PLAYER(S) PRACTICES	0	605
SARAH YARD COMMUNITY CENTER	0	247

	June, 2020	19/20 FY YTD	June, 2019	18/19 FY YTD
PARKS RENTALS	14	445	30	431
USERS (PARKS RENTALS)	389	27125	6598	26736
TOTAL UNIQUE CONTACTS	389		13,562	

FINANCIAL STATISTICS

	June, 2020	19/20 FY YTD	June, 2019	18/19 FY YTD
PARKS AND RECREATION REVENUES	\$ 115.00	\$ 52,832.00	\$ 2,592.00	\$ 76,923.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 61,568.00	\$ 702,748.00	\$ 77,056.00	\$ 747,746.00
SYCC EXPENDITURES	\$ 1,541.00	\$ 34,542.00	\$ 5,504.00	\$ 29,741.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ 262,870.00	\$ 8,981.00	\$ 121,149.00

HIGHLIGHTS

FACILITIES AND PROGRAMS SHUT DOWN DUE TO COVID-19
 TRAILS, GREENWAY AND OPEN SPACE OPEN
 FIELDS AND SHELTER RENTALS RESUME (FIELDS FOR PRACTICE ONLY, NO COMPETITION)



SRAC MONTHLY REPORT FOR JUNE, 2020

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	0	29
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	0	5841

	June, 2020	19/20 FY YTD	June, 2019	18/19 FY YTD
SRAC MEMBER VISITS	548	46363	4282	46363
DAY PASSES	0	11647	2017	11647
RENTALS (SRAC)	0	673	77	673
USERS (SRAC RENTALS)	0	49531	4527	49531
TOTAL UNIQUE CONTACTS	548		16,667	

FINANCIAL STATISTICS

	June, 2020	19/20 FY YTD	June, 2019	18/19 FY YTD
SRAC REVENUES	\$ 1,653.23	\$ 459,042.00	\$ 78,363.00	\$ 688,786.00
SRAC EXPENDITURES	\$ 52,741.00	\$ 838,185.00	\$ 101,877.00	\$ 947,577.00
SRAC MEMBERSHIPS	2192		2729	

HIGHLIGHTS

FACILITY CLOSED DUE TO COVID
OPENED SWIMMING POOL FOR USE BY MEMBERS (LAP SWIMMING)



- **Statistical Section**

- Electric CP Demand 22,777 Kw relative to May's demand of 18,599 Kw.
- Electric System Reliability for was 99.995%, with three (3) recorded outage; relative to May's 99.994%.
- Raw water treated on a daily average was 3.954 MG relative to 3.434 MG for May; with maximum demand of 5.426 MG relative to May's 4.753 MG.
- Total finished water to the system was 108.005 MG relative to May's 97.478 MG. Average daily for the month was 3.600 MG relative to May's 3.144 MG. Daily maximum was 4.864 MG (June 22nd) relative to May's 4.263 MG. Daily minimum was 1.769 (June 15th), relative to May's 1.256 MG.

- **Miscellaneous Revenues**

- Water sales were \$222,376 relative to May's \$220,011
- Sewer sales were \$358,665 relative to May's \$356,810
- Electrical sales were \$1,120,912 relative to May's sales of \$1,006,407
- Johnston County Water purchases were \$142,956 for 64.980 MG relative to May's \$121,070 for 55.032 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$975,208 relative to May's \$821,458.
- Johnston County sewer charge was \$161,203 for 44.360 MG relative to May's \$140,434 for 38.692 MG.

- **Personnel Changes –**

- There were no changes in personnel this month



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

I. Statistical Section

- Street Lights repaired –9
- Area Lights repaired -6
- Service calls – 37
- Underground Electric Locates –152
- Poles changed out or installed -3
- Underground Services Installed -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had one Safety Meeting on Rigging.

V. Miscellaneous Activities:

- Overhead Contractors are continuing to work on the North Circuit.
- The Electrical Dept. is continuing to install/connect services at East River Subdivision.
- Helped Street Dept. remove dangerous limbs hanging over sidewalk.
- Underground Contractors started work on the underground portion of the North Circuit.



WATER & SEWER

JUNE 2020 MONTHLY REPORT

● DISCONNECT WATER	3
● RECONNECT WATER	2
● TEST METER	4
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	7
● NEW/RENEW SERVICE INSTALLS	3
● LEAK DETECTION	14
● METER CHECKS	11
● METER REPAIRS	6
● WATER MAIN/SERVICE REPAIRS	6
● STREET CUTS	5
● REPLACE EXISTING METERS	4
● INSTALL NEW METERS	2
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	2
● SEWER REPAIRS	11
● CLEANOUTS INSTALLED	5
● INSPECTIONS	3
● CAMERA SEWER	3
● SEWER MAIN CLEANED	5340LF

- SERVICE LATERALS CLEANED 400LF
- SERVICE CALLS 85
- LOCATES 138

- 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

-

PERSONNEL UPDATES

- Larry Thomas was terminated from his employment with the town.

UPCOMING PROJECTS FOR THE MONTH OF JULY

- Continue replacing out of service fire hydrants.



MONTHLY WATER LOSS REPORT

JUNE 2020

(3) - Meters with slow washer leaks

3/4" Line, 1/8" hole – 1 Day

3/4" Line, 1/8" hole – 2 Days

(3) 2" Line, 1/16" hole – 2 Days

(2) - Fire Hydrant Leaking – 4 Hrs.

Smithfield Water Plant
Distribution Sampling Site Plan

May 2020

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	06/29/20	3.2	15	7965	10	North Street	06/30/20	2	15	17820	40
Computer Drive	06/29/20	3.2	15	31860	10	West Street	06/30/20	2	15	78030	50
Castle Drive	06/29/20	3.4	15	7965	10	Regency Drive	06/30/20	1.5	15	63720	60
Parkway Drive	06/29/20	3.2	15	63720	40	Randers Court	06/30/20	2	15	15930	40
Garner Drive	06/29/20	3.2	15	63723	40	Noble Street	06/30/20	1.5	15	15930	40
Hwy 210 LIFT ST.	06/29/20	3.4	15	15930	40	Fieldale Dr#1(L)	06/30/20	3	15	63720	40
Skyland Drive	06/29/20	3.4	15	7965	10	Fieldale Dr#2(R)	06/29/20	3	15	63720	40
Bradford Street	06/29/20	3.2	15	15930	10	Heather Court	06/29/20	2	15	15930	40
Kellie Drive	06/29/20	3.2	15	7965	10	Reeding Place	06/29/20	2	15	15930	40
Edgewater	06/29/20	3	15	7965	10	East Street	06/29/20	2	15	63720	40
Edgecombe	06/29/20	2.8	15	15930	40	Smith Street	06/29/20	2	15	63720	40
Valley Wood	06/29/20	3.2	15	63720	40	Wellons Street	06/29/20	1.5	15	63720	40
Creek Wood	06/29/20	3.2	15	63720	40	Kay Drive	06/29/20	3	15	38985	15
White Oak Drive	06/29/20	3.2	15	7965	10	Huntington Place	06/29/20	2.5	15	38985	15
Brookwood Drive	06/29/20	3	15	22515	5	N. Lakeside Drive	06/29/20	2.5	15	9750	15
Runnymede Place	06/29/20	2.5	15	31860	10	Cypress Point	06/29/20	2	15	34890	12
Nottingham Place	06/29/20	3.2	15	38985	10	Quail Run	06/29/20	2	15	8715	12
Heritage Drive	06/29/20	3	15	38985	10	British Court	06/29/20	2	15	8715	12
Noble Plaza #1	06/29/20	2.8	15	9750	10	Tyler Street	06/29/20	3	15	78030	60
Noble Plaza #2	06/29/20	2.6	15	9750	10	Yelverton Road	06/30/20	2	15	63720	40
Pinecrest Street	06/29/20	2.8	15	19500	10	Ava Gardner	06/30/20	2.4	15	63720	40
S. Sussex Drive	06/29/20	3	15	31860	10	Waddell Drive	06/30/20	3	15	7965	10
Elm Drive	06/29/20	3.2	15	9750	10	Henly Place	06/30/20	0.6	15	8715	12
						Birch Street	06/30/20	2	15	34890	12
						Pine Street	06/30/20	3	15	38985	15
						Oak Drive	06/30/20	2	15	37695	14
						Cedar Drive	06/30/20	2	15	31860	10
						Aspen Drive	06/30/20	2.5	15	34890	12
						Furlonge Street	06/30/20	1.5	15	34890	12
						Golden Corral	06/30/20	2	15	40290	16
						Holland Drive	06/30/20	1.5	15	9750	15
						Davis Street	06/30/20	3	15	34890	12
						Caroline Ave.	06/30/20	2	15	31860	10
						Johnston Street	06/30/20	3	15	38985	15
						Ryans	06/30/20	1.5	90	9750	15

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