



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

Sloan 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, September 6, 2022

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 SEPTEMBER 6, 2022
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. Proclamation: Honoring Stephen Upton’s Years of Service on the Planning Board**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Proclamation: Declaring September 17-23, 2022 as Constitution Week in the Town of Smithfield**
(Mayor – M. Andy Moore) See attached information.....3
- 3. Administering Oath of Office to new Police Officer Joshua Lynch**
(Mayor – M. Andy Moore) See attached information.....5
- 4. Appearance Commission’s Annual Report**
(Chairperson – Stuart Lee) See attached information.....7

Public Hearings:

- 1. Economic Development Incentive Grant – Project Neyer:** In accordance with NCGS 158-7.1(a), The Town Council has called for a public hearing to consider an economic development incentive grant and adoption of Resolution No. 706 (15-2022)
(Town Manager – Michael Scott) See attached information.....21
- 2. Street Closing Resolution:** Consideration and request for approval adopt Resolution No. 707 (16-2022) permanently closing Circle Drive from South Brightleaf Blvd to South 7th Street
(Planning Director – Stephen Wensman) See attached information.....27

- 3. **SUP-22-02 Home2 Suites:** The applicant is requesting a special use permit for the construction of a five-story hotel that exceeds 40 feet in height. The project considered for approval is located on a 2.26-acre tract of land within a B-3 (Business) zoning district. The property is located on Towne Centre Place approximately 850 feet southeast of its intersection with East Market Street and further identified as Johnston County Tax ID# 15L11001H.
(Planning Director – Stephen Wensman) See attached information.....37

Citizens Comments

Consent Agenda Items:

- 1. **Approval of Minutes:**
 - a. August 2, 2022 – Regular Meeting
 - b. August 2, 2022 – Closed Session (Under Separate Cover).....59

- 2. **Special Event: Church Picnic** – St. Paul Episcopal Church is requesting approval to close Church Street from Second Street to Front Street from 10:00 am until 3:00 pm on September 11, 2022
(Planning Director – Stephen Wensman) See attached information.....69

- 3. **Special Event: Family Days Fall Fest Super Carnival** – Inner Shows, Inc is requesting approval to hold a carnival September 15-25, 2022 at the Carolina Premium Outlets
(Planning Director – Stephen Wensman) See attached information.....75

- 4. **Special Event: JoCo Praise in the Park** – Keanna Howell is requesting approval to hold an event on September 17, 2022 from 1:00 pm until 5:00 pm at Smith-Collins Park. This request includes the use of amplified sound.
(Planning Director – Stephen Wensman) See attached information.....81

- 5. **Special Event: Community Outreach Event** – Compass Community Church is requesting approval to hold a community outreach event on September 17, 2022 from 4:00 pm until 6:00 pm at the Rotary Shelter at Community Park. This request includes the use of amplified sound.
(Planning Director – Stephen Wensman) See attached information.....87

- 6. **Special Event: JoCo Works Career Expo** – The Triangle East Economic Development Foundation is requesting approval to hold a career expo October 13-14, 2022 from 8:00 am until 5:00 pm at Johnston Community College. This request includes the use of amplified sound.
(Planning Director – Stephen Wensman) See attached information.....93

- 7. **Consideration and request for approval to promote an internal candidate to the position of Water Plant Superintendent**
(Public Utilities Director – Ted Credle) See attached information.....99

- 8. **Consideration and request for approval to hire the MAPS Group to conduct the Police Chief search and assessment**
(Town Manager – Michael Scott) See attached information.....101

9. Consideration and request for approval to bring forward encumbrances from FY 2021-2022 to FY 2022-2023 in the General, Water/Sewer, Electric and JB George Funds
(Finance Director – Greg Siler) See attached information.....103

10. New Hire Report
(HR Director – Tim Kerigan) See attached information.....113

Business Item:

1. ANX – 22-02: Blueline Aviation has submitted a petition for a voluntarily noncontiguous annexation of 14.43 acres into the Town of Smithfield and adoption of Resolution No. 708 (17-2022) setting the date of the public hearing for October 4, 2022
(Planning Director – Stephen Wensman) See attached information.....115

2. Consideration and request for approval enter into a contract with KCI Associates of NC to update the Town’s Standards Details and Specification Manual
(Planning Director – Stephen Wensman) See attached information.....133

3. Board Appointments

- a. Terri Lee has submitted an application for consideration to be reappointed to serve a second term on the Library Board of Trustees
- b. Debbie Howard has submitted an application for consideration to be reappointed to serve a second term on the Planning Board
- c. Elizabeth Temple has submitted an application for consideration to serve on the Historic Properties Commission (first term)
(Town Clerk – Shannan Parrish) See attached information.....149

4. Discussion concerning future sewer capacity
(Town Manager – Michael Scott) See attached information.....165

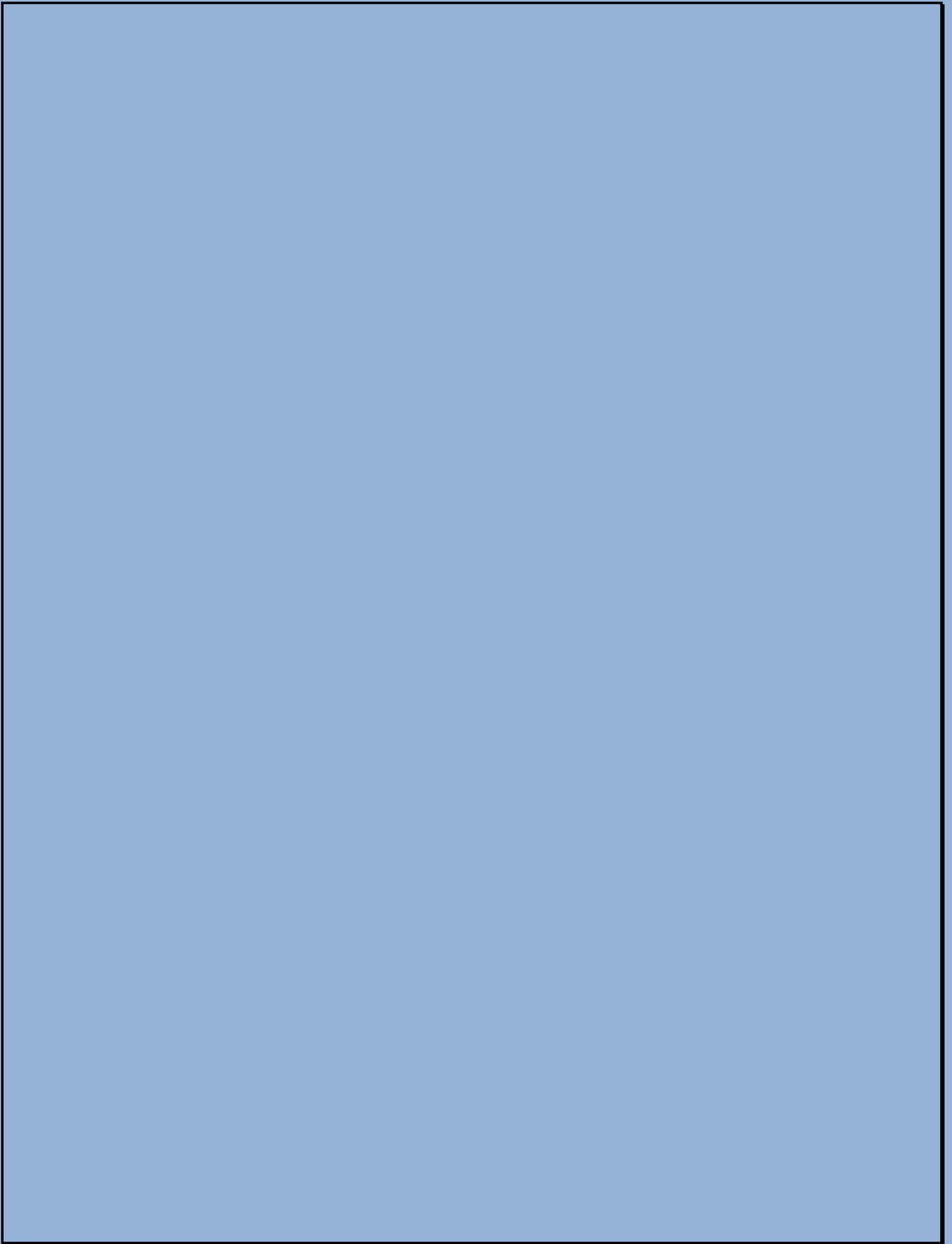
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....177
- Department Reports (See attached information).....181
- Manager’s Report (Will be provided at the Meeting)

Adjourn

Presentations



PROCLAMATION
*In Honor of Stephen Upton's
Dedicated Service
to the
Town of Smithfield's Planning Board*

WHEREAS, Stephen Upton, a lifelong resident of the Town of Smithfield, dedicated his time and attention by serving on the Planning Board for fifteen years; and

WHEREAS, in addition to serving on the Planning Board, Stephen Upton also spent countless hours serving on the Unified Development Ordinance subcommittee and continues to serve on the Board of Adjustment; and

WHEREAS, during his tenure, Stephen Upton has served as Chairman and Vice Chairman of the Planning Board; and

WHEREAS, the citizens are fortunate to have had a person of such experience dedicate so many years of service to the Town of Smithfield's growth and prosperity; and

WHEREAS, The Town Council deeply appreciates the important contributions Stephen Upton has made to the Town of Smithfield for its citizens.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, express our sincere appreciation to Stephen Upton for his distinguished service to the Town of Smithfield

M. Andy Moore, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this Sixth Day of September in the year of our Lord Two Thousand Twenty-Two.

**Proclamation
Constitution Week
September 17 – 23, 2022
In the Town of Smithfield, North Carolina**

Whereas, September 17, 2022 marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim September 17 through 23, 2022 to be

CONSTITUTION WEEK

in the Town of Smithfield and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

M. Andy Moore, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this Sixth day of September in the year of our Lord Two Thousand Twenty – Two.



Request for Town Council Action

Police
Presentations: Oath of
Office
Date: 09/06/2022

Subject: Oath of Office
Department: Police Department
Presented by: Chief of Police – R. Keith Powell
Presentation: Presentations

Issue Statement

The Police Department has hired a new officer to fill existing vacancies within the Police Department. Joshua Becton Lynch has been hired to fill one of these positions. Joshua Becton Lynch was hired by the Town and sent to basic law enforcement training at Johnston Community College about the middle of the class. Lynch has a BS Degree in Criminal Justice. Lynch serves in the National Guard as well.

Financial Impact

Approved Budgeted Amount for FY 2021-2022: Covered by the Current Budget

Action Needed

Administer Oath of Office to Officer Lynch in as a police officer and welcome him into the Smithfield Community.

Recommendation

Administer Oath of Office to Officer Lynch and welcome him into the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation: Oath of Office

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Joshua Becton Lynch , 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



Smithfield Appearance Commission



2021 – 2022 Report

To: Town Council and the Town Manager
From: Stuart Lee Chairperson; Peggy Scott, member
Subject: Annual Report and Detailed Summary of the J.B. & J.P. George Endowment
Date: August 2, 2022

1. Comprehensive report of activities of the Town of Smithfield Appearance Commission for the year ending June 30, 2022.
2. Our Plan of work for the 2022-2023 year
3. The J.B. & J.P. George Endowment Annual- Financial Reports

Date:

To: Mr. Andy Moore, Mayor
Mr. Michael Scott, Town Manager
Ms. Shannan Parrish, Town Clerk
Mr. Stephen Wensman, Planning Director

Councilman Dr. David Barbour Councilman Travis Scott
Councilman John A. Dunn Councilman Roger Wood
Councilman Marlon Lee
Councilman Stephen Rabil

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

Sec. 2-237.

Enactment and mission. For the purposes cited above, and for promoting the general welfare of the town and its citizens, the town council does hereby ordain, adopt and enact this article in its entirety, which shall be known as the Smithfield Appearance Ordinance. The mission of the Town of Smithfield Appearance Commission shall be to enhance the visual quality and aesthetic characteristics of the town by advising and assisting the town council in:

- Fostering neighborhood pride;
- Promoting and disseminating "best management practices" that are good examples of enhancing community appearance for residential, commercial and public sites;
- Acknowledging achievement and excellence of citizens in fulfilling the purposes of this article;
- Showcasing natural and architectural beauty;
- Encouraging appealing community entrances; seasonal or holiday decorations; and signage;
- Encouraging well planned, coordinated tree planting, preservation and maintenance throughout the town;
- Reviewing and advising the town council, or the town department designated by the council, as to the appearance of publicly owned or maintained property and spaces;
- Reviewing and advising the planning department as to compliance with the town's ordinances regarding sanitation, public works, housing, and other regulations affecting the community appearance, and
- Discouraging littering and blight.

Board Members

Stuart Lee, Chairperson

Robin Cook, Vice-Chairperson,

Carmen Zepp, Board Member

Julia Narron, Board Member

Peggy Scott, Board Member

Kaitlyn Tarley, Board Member

3 Vacant Positions

Lawrence Davis, Public Works Director

Shannan Parrish, Town Clerk

Sloan Stevens, Council Representative

This Annual Report will be posted on the Appearance Commission page of the Town of Smithfield Website. For questions, please contact.

J.B. George Beautification Endowment Fund - Annual Report 2022

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 once during the month of May 2022, about the availability of the beautification funds. We also advertised on the front page of the towns Web site and in our Town Newsletter. There were no applications submitted to the Appearance Commission for fund requests.

Beginning Endowment Balance on June 30, 2021 = \$105,000.00

Annual Earned Income

<i>Interest</i>	\$328.30
From last year	\$3588.26
Total	\$3916.56

Expenditures

<i>15 Hornbeam Trees, Mulch on Market Street</i>	\$3280.00
<i>Advertising Johnstonian 4/6/22</i>	\$ 28.22
Front Page of the Towns Web Site	
Total	\$3308.22

interest and reserved funds	\$3916.56
Spending	-\$3308.22
Leaves a balance of	\$ 608.34

We will carry over the Balance of \$ 608.34 to next year's projects

Ending Endowment Balance on June 30, 2022 was \$105,000

Before: Maples were removed new dirt added



J.P. George Beautification Fund Annual Report

Beginning Endowment Balance on June 30, 2022 = \$25,330.00

Annual Earned Income

Interest	\$34.88
From Last year	\$531.64
Total	\$566.52

Expenditures

No funds were used

We will carry over the Balance of \$566.52 to next year's projects

Ending Endowment Balance on June 30, 2022 was \$25,330.00

Appearance Commission - General Fund Expenditures

A total of \$22,247.21 was spent this year on projects completed.
Pictures and details listed below.

The Commission encumbered \$20,760.00 for projects Planned & voted on but not completed. The amounts listed below are estimates

\$5000.00 21 Large Boulders for the Boat Ramp Project

\$10,000 Mural Project

\$3,800 Fencing along the Parking lot of the Boat Ramp area

\$800.00 Replacement Plants at the welcome sign at the East end of Market- I 95

These projects total \$19,600 allocated but not invoiced as of this report.

Projects completed during 2021-2022

Thank you Breakfast for the Public works Dept. \$164.21

This Breakfast is hosted by the Appearance Commission every other year as a special Thank you for the hard work and dedication to serving this community

Beautification along the walking Path between the African American Monument and the Boat Ramp Shelter

The project was a joint effort with Johnston County Visitor's Bureau

The Project details: \$22,083.00 for 16 Trees, 277 plants, bushes, mulch and installation

Still to come Fall of 2022 is fencing and large boulders



Donate a Tree Program

This program accepts a donation of \$100 and gives the donor the opportunity to honor or memorialize a loved one or friend with a tree planted in the town perimeters. The placement of the trees is decided by need.

We carried over from last year	\$300.00
The Commission received 4 donations	\$400.00
We ordered four name plates for a total of	- \$82.01

Leaving the Commission with a Balance of \$617.99.

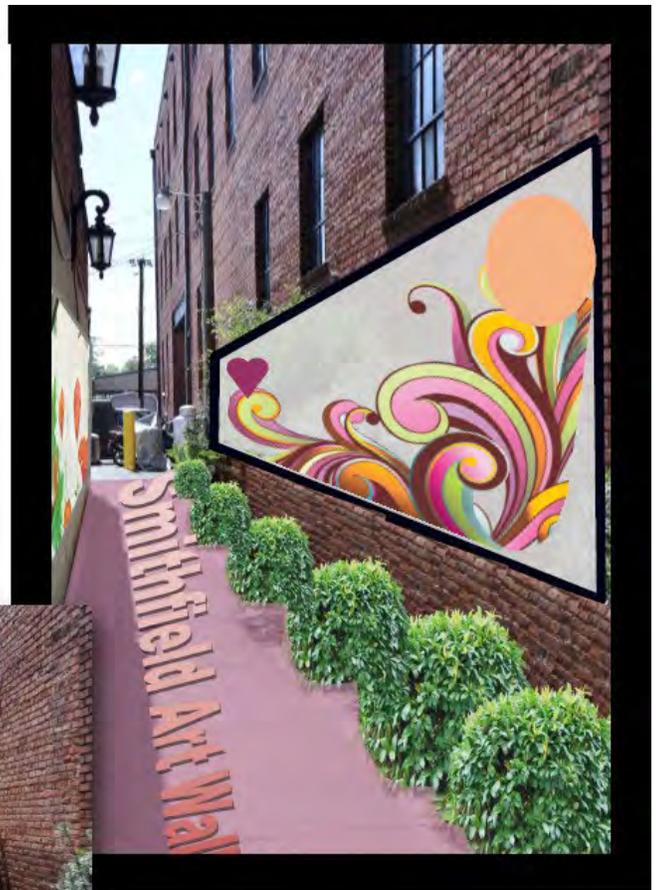


2022—2025 Plans

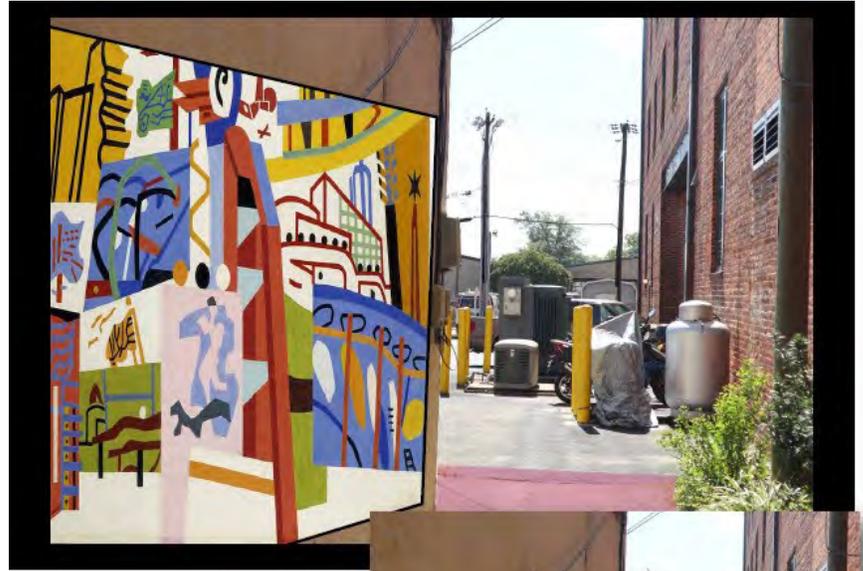
Art Walk Project - 2021—2023 Phase 1

Overview: While public art isn't a major job creator and its merits can't be evaluated with traditional performance metrics, advocates argue that it contributes to economic development, revitalization, and community pride and beautification in multiple ways. It highlights a community's cultural assets, builds community pride, draws people together from inside and outside the city and enhances the natural and urban landscape. The Smithfield NC Art Walk seeks to build an environment for residents and visitors to find new ways to see the assets in the unseen beauty of the town's less traveled paths. Through a planned urban path, that meanders through our downtown district, structural canvases will be mapped out and provided to county artist (individuals, groups, organizations, schools) to design murals to accentuate our downtown. The Smithfield Art Walk, will be promoted as an opportunity for residents of the town and county, as well as visitors to spend time in our downtown and walk a planned "local artist path" through downtown. If approved, we envision this path expanding – potentially – from downtown outward to the 95 access and the along the Brightleaf Road business corridor.

Vision Statement: Promote quality of life and economic vitality with a mixed-income, urban, multi-modal community that welcomes visitors, cultivates the areas of artistic and cultural identity, uplifts unique local destinations and finds balance with the natural environment and proactive community health opportunities.



Art Walk Project - 2021—2025 Phase 1 (continued)



Art Walk Project -2021-2025 Phase 1 (continued)



2022 – 2025 Plan Continued

95 on 95: The Downtown Appearance Commission has adopted a 95 on 95 vision as a model for planning the activities coordinated by the Commission. What is 95 on 95? Utilizing the branding benefits of engaging travelers on Interstate 95 and encouraging them to stop at Smithfield on Exit 95 as means to plan for improvements to the aesthetics of our community, and help residents and visitors to enjoy all the amazing opportunities our community offers. The vision of 95 on 95 will help shape where the focus of the Commission will be in the coming years. That vision will be to focus on enhancing the aesthetics of Market Street from Exit 95 leading all the way into the downtown corridor and all points of entry along the route including both sides of the train trestle. We are excited to have a planning focus for the coming years.

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:

Lawrence Davis 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 - For always being 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

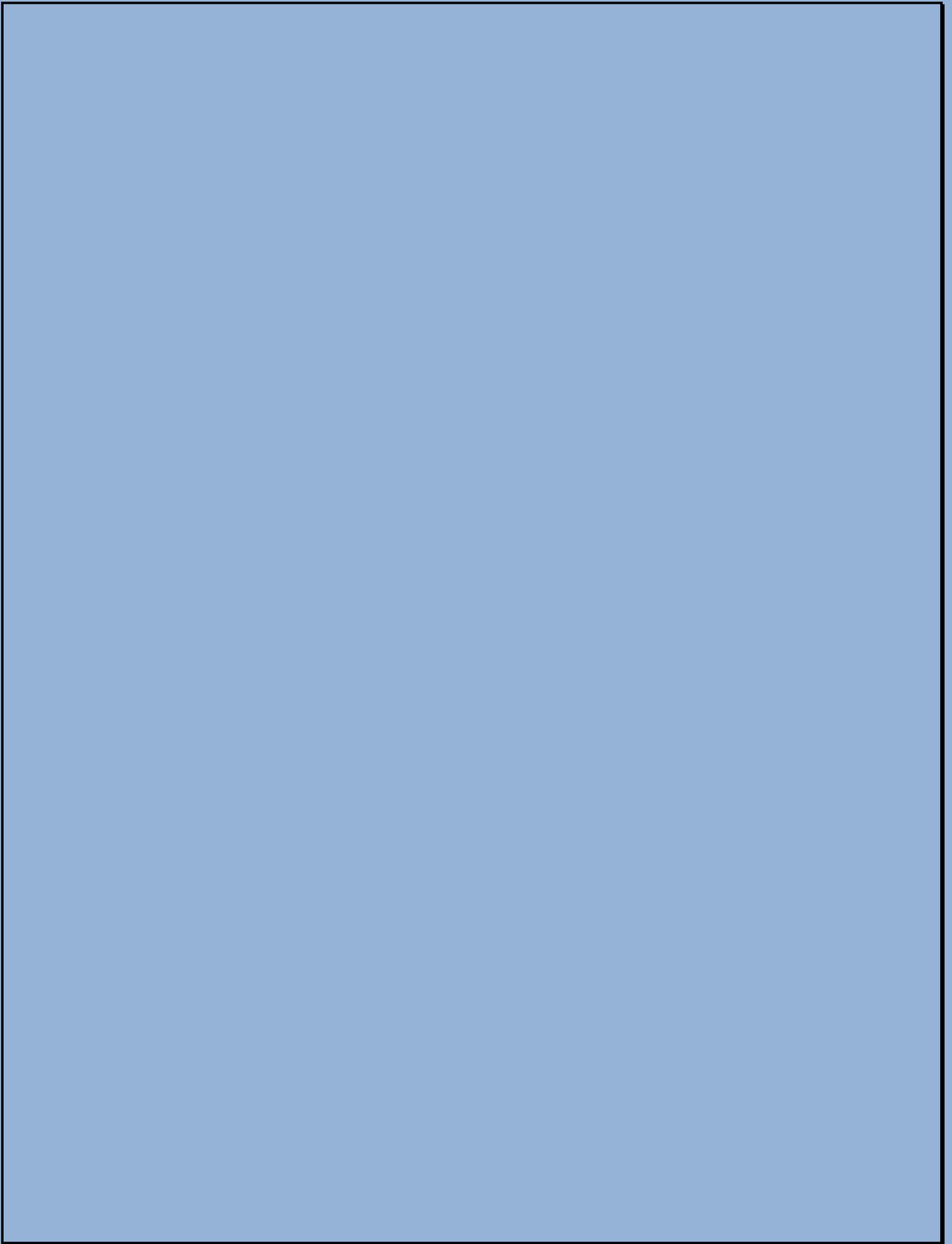
Town Manager, Michael Scott

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, Stuart Lee, & Member, Peggy Scott

Public Hearings





Request for Town Council Action

Public Hearing: Economic Grant Request
Date: 09/06/2022

Subject: Economic Development Industrial Grant Request
Department: General Government
Presented by: Town Manager – Michael Scott
Presentation: Public Hearing

Issue Statement

A new industrial development is requesting an Economic Development Grant for the Al Neyer Industrial Facility Project located at the intersection of Brogden Road and Wal-Pat Road in Smithfield. The grant would equate to fifty percent of the property tax revenue for improvements/construction of the site over a five-year period. Real improvements/construction are estimated at \$25 million.

Financial Impact

The project is anticipated to add a minimum of 25 jobs with annual property tax revenue of \$142,500 annually with a grant expense of \$71,250 annually, for five years.

Action Needed

To approve or deny the grant request.

Recommendation

Approve grant request and adoption of Resolution No. 706 (15-2022)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proforma for the Town of Smithfield
3. Draft Development Plan
4. Resolution No. 706 (15-2022) – Will be provided prior to the meeting



Staff Report

Public Hearing Economic Grant Request

Al. Neyer is a commercial real estate firm with offices in Cincinnati, Pittsburg, Nashville and Raleigh. The company began services 125 years ago. Al. Neyer has purchased the industrial site located at the intersection of Brogden Road and Wal-Pat Road in Smithfield and have plans to construct a 264,000 square foot building that it will build to suit a future lessor.

The anticipated development will consist of the following:

Building:

The building at the Project is expected to be an approximately 264,000 square foot, cross-docked, concrete tilt-wall and steel facility that is flexible in its design to allow for a variety of uses, including manufacturing and life sciences. The building can accommodate up to 194 auto parking spaces, 50 truck docks and 60 trailer storage spaces and likely could be served by a rail spur from the CSX railroad line adjacent to the property if a user so desires.

Investment:

We anticipate the total cost of the Project will be approximately \$25 million, which includes land, certain development costs and construction costs, broken down as follows:

2022: \$2,300,000	2023: \$21,800,000	2024: \$1,000,000
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Jobs:

We anticipate the Project will create no fewer than 25 jobs in Smithfield.

Some past developments in North Carolina include Amazon in Raleigh, the Buckhorn Development Park in Mebane, Cancer Diagnostics, Inc. in Durham and the Garner Business Park 70 in Garner.

A draft development plan is attached, along with proforma information for the grant request. If approved, no grant funds would be expended until such time as property tax revenue is received. The grant would equate to fifty percent of the property tax revenue received for each of the first five years, provided job and investment requirements are met.

This is estimated at \$71,250 annually or a total of \$356,250 over the five-year period.



Project Neyer

Incentive Proforma

Tax Rate

Town of Smithfield

0.57

Real Property Investment

\$25,000,000

Grant

Year 1	50%	\$71,250
Year 2	50%	\$71,250
Year 3	50%	\$71,250
Year 4	50%	\$71,250
Year 5	50%	\$71,250
Total-----		\$356,250

NOTICE OF PUBLIC HEARING
Economic Development (N.C.G.S. §158-7.1(a))

The Mayor of the Town of Smithfield has called for a public hearing on Tuesday, September 6, 2022, at the 7:00 p.m. regular meeting of the Smithfield Town Council held in the Council Chambers, Town Hall, 350 E. Market Street, Smithfield, NC 27577. The purpose of the public hearing is to receive public comment on a proposed economic development incentive grant for Project Neyer. A company proposes to develop and build a 250,000+/- square foot expandable Class A speculative building, to be used as a life sciences or advanced manufacturing facility in Smithfield, Johnston County, North Carolina. The company has proposed the development in Smithfield in exchange for certain economic incentives in the form of annual cash grants paid from general Town funds over a five-year period beginning after required investments have been made. The cash grants will not exceed the property taxes paid by the company in any given grant year. The project will increase the tax base, stimulate the local economy, cause the creation of new jobs, encourage business and industry to locate in the Town of Smithfield, and will promote business in the County.

The Town Council will solicit public comment on the proposed incentives at the public hearing. The Board of Commissioners will consider approval of incentives to the company in exchange for the company's commitments to (1) plan, develop and build the facilities; (2) cause to create new, permanent full-time jobs; and (3) invest in taxable real personal property additions, all of which will return property tax revenues substantially in excess of the Town's investment. The cash grants and lease are contingent upon, among other things, the company's entry into a local economic development agreement with the Town containing the obligations and agreements of the company and the Town. The company must achieve its capital investment and job creation goals plus be current on all Town of Smithfield tax obligations to receive the proposed grant funding, which is subject to adjustment for partial performance. All interested persons are invited to attend and present their views during this public hearing. Citizens that would like to address the Town Council regarding this hearing but have concerns with physically attending the meeting, may email those comments to Town Clerk Shannan Parrish at shannan.parrish@smithfield-nc.com

M. Andy Moore, Mayor
Town of Smithfield

Legal ad – Johnstonian News– August 24, 2022



Request for Town Council Action

Agenda Item: Circle Drive Closure
Date: 09/06/2022

Subject: Resolution to Permanently Close Circle Drive
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Walter Sanders Funeral and Cremation Services, LLC. requests the closure of Circle Drive.

Financial Impact

None

Action Needed

To adopt resolution to permanently close public right-of-way.

Recommendation

Staff recommends the Council adopt the Resolution No. 707 (16-2022) to permanently close Circle Drive.

Approved: Town Manager Town Attorney

Attachments:

- Staff Report
- Resolution No. 707 (16-2022) to Permanently Close Circle Drive
- Closure Petition
- Recombination Plat



Staff Report

Agenda Item:	Circle Drive Closure
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Petition Description:

Walter Sanders Funeral and Cremation Services LLC requests the permanent closure of Circle Drive.

Analysis:

Circle Drive is a 20' wide nonconforming paved street located between S. Brightleaf Boulevard and S. Seventh Street. Walter Sanders Funeral and Cremation Services LLC owns all the property on both sides of Circle Drive. All properties have street frontage on adjacent streets except one residential property owned by the funeral home. With the recombination plat, the single-family property will have street frontage. The street closure will facilitate future redevelopment of the overall block (none currently proposed).

The Town has existing utilities in the right-of-way and if closed, a 20-foot-wide utility easement will be needed and is shown on the attached plat.

All the abutting property owners have signed the petition.

On August 2, the Council adopted Resolution 705 declaring the intent to close Circle Drive and to hold the public hearing on September 6th.

TOWN OF SMITHFIELD
RESOLUTION NO.707 (16-2022)
Street Closing Order

A RESOLUTION ORDERING THE CLOSING OF THE CIRCLE DRIVE LOCATED BETWEEN SOUTH BRIGHTLEAF BOULEVARD AND SOUTH SEVENTH STREET

WHEREAS, on the 2nd day of August, 2022, the Town Council of the Town of Smithfield directed the Town Clerk to publish the Resolution of Intent of the Town Council to consider closing Circle Drive located between South Brightleaf Boulevard and South Seventh Street, in the Johnstonian News newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in Council Chambers at the Town Hall, 350 E Market Street, Smithfield, NC 27577 on September 6, 2022; and

WHEREAS, the Town Council on the 2nd day of August, 2022, ordered the (Town) Clerk to notify all persons owning property abutting that portion of Circle Drive located between South Brightleaf Boulevard and South Seventh Street, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the Town Clerk has advised the Town Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing Circle Drive located between South Brightleaf Boulevard and South Seventh Street, said letters having been sent by registered or certified mail; and

WHEREAS, the Town Clerk has advised the Town Council that adequate notices were posted on the applicable streets as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections

that they might have with respect to the closing of said street in the public hearing held on September 6, 2022; and

WHEREAS, it now appears to the satisfaction of the Town Council that the closing of said alleys is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his or her property;

NOW, THEREFORE, closing Circle Drive located between South Brightleaf Boulevard and South Seventh Street are hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Mayor and the Town Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed alleys.

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Johnston County a certified copy of this resolution and order.

Upon motion duly made by Councilmember _____ and duly seconded by Councilmember _____, the above resolution was duly adopted by the Town Council at a meeting held on the 6th day of September, 2022 in the Town Hall Council Chambers located at 50 East Market Street, Smithfield, North Carolina.

Upon call for a vote the following Councilmembers voted in the affirmative:

and the following Councilmembers voted in the negative:

This the 6th day of September, 2022 at approximately 7 o'clock p.m.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

I hereby certify that the foregoing is a true and accurate copy of the resolution duly adopted by the Town Council of the Town of Smithfield, North Carolina, at a meeting held September 6, 2022 at approximately 7 o'clock

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town of Smithfield to be affixed, this the 7th day of September, 2022

Shannan L. Parrish, Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

I, Bethany B. McKeel, a Notary Public, do hereby certify that Shannan L. Parrish, Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand and notarial seal this 7th day of September, 2022.

Bethany B. McKeel, Notary Public

My Commission Expires: August 6, 2024



PETITION FOR STREET OR ALLEY CLOSURE

We, the property owners abutting the alley or street located at (please describe) Circle Drive
located between S. Bright Leaf Blvd. + 7th St.

hereby petition the Town of Smithfield to remove from dedication the right-of-way for the above-mentioned alley or street.

NAME	ADDRESS	PHONE	SIGNATURE
Walter Sanders Funeral & Cremation Services, LLC	302 S. Bright Leaf Blvd. Smithfield, NC 27577 (919) 934-6661		Frank Meachem Sandus Sandus Meachem

Meachem - Sanders Investments, LLC	442 S. Bright Leaf Blvd. Smithfield, NC 27577 (919) 201-8233		Frank Meachem Sandus Sandus Meachem
------------------------------------	--	--	--

3. Meachem-Sanders Investments, LLC	305 S. 7th Street Smithfield, NC 27577		Frank Meachem Sandus Sandus Meachem
-------------------------------------	---	--	--

RETURN TO: Town of Smithfield
Attn: Town Clerk
Smithfield Town Hall
350 East Market Street
Smithfield, NC 27520



STREETS AND ALLEYS PROCEDURE FOR PERMANENT CLOSING

<u>PROCEDURE:</u>	<u>RESPONSIBILITY:</u>
1. Submission of request to Town must include:	
a. Letter of request (petition) signed by 100% of property owners abutting the street or alley.	Property Owners
b. Copy of recorded plat showing original layout or dedication of street or alley.	Property Owners
c. Registered land surveyors plat of recent survey of Portions of street to be closed on legal sized drawing, suitable for recording and the metes and bounds description.	Property Owners
d. Non-refundable application fee of \$300.00.	Property Owners
2. Review and recommendations to Town Manager by legal, planning and public works.	Town Staff
3. Recommendation to Town Council.	Town Council
4. Adopt Resolution of Intent.	Town Council
5. Public Notice	Town Clerk
a. Newspaper (one per week, four consecutive weeks).	Town Clerk
b. Posted notices (two signs on street).	Town Staff
c. Mail copy of Resolution of Intent to all adjoining property owners by Registered or Certified mail.	Town Staff
6. Public Hearing	Town Council
7. Order of Closing	Town Council
8. Record Order of Closing	Town Attorney

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING**

The public will take notice that the Town Council of the Town of Smithfield will on the 6th day of September, 2022 in the Town Hall Council Chambers located at 350 East Market Street, Smithfield, NC pursuant to NCGS 160A-299, consider a resolution to close that portion of Circle Drive between South Brightleaf Boulevard and South Seventh Street.

All abutting property owners are hereby notified to appear at this meeting to present any objections that they may have with respect to the closing of the street.

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Agenda
Item: SUP-22-02
Date: 09/06/2022

Subject: Home2 Suites Special Use Permit to exceed 40 feet in building height

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Public Hearing

Issue Statement

The applicant, Wintergreen Hospitality, is requesting a special use permit to exceed **the 40' height limitation in the B-3 Zoning District** (the hotel is to be roughly 70-foot tall).

Financial Impact

None

Action Needed

The Town Council is requested to hold a public hearing to review the application and make a decision whether to approve, approve with conditions or deny based on the finding of fact for special use permits.

Recommendation

Planning Staff recommend the Town Council approve the Special Use Permit with no conditions based on finding of fact for special use permits.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Finding of Fact
3. Application
4. Site Plan and Elevations
5. Adjacent Property Owners Listing and Certification
6. Zoning Map
7. **Planning Board Minutes**



Staff Report

Agenda SUP-
Item: 22-02

REQUEST:

The applicant, Wintergreen Hospitality, is requesting a special use permit to exceed the 40' height limitation in the B-3 Zoning District (the hotel is to be roughly 70-foot tall) in accordance with Article 8.

APPLICATION DATA:

Applicant/Owner:	Wintergreen Hospitality/Monaparthly Properties LLC
Agents:	none
Property Identification Number:	260305-08-8796
Town Limits/ETJ:	Town Limits
Acreage:	2.26 acres
Present Zoning:	B-3 (Highway Entrance Business)
Existing Use:	None / undeveloped
Proposed Use:	Hotel
Water Service:	Town of Smithfield
Sewer Service:	Town of Smithfield
Electrical Service:	Town of Smithfield or Duke-Progress

PROJECT LOCATION:

The property considered for a special use permit is located on Town Centre Place approximately 600 feet south of its intersection with East Market Street.

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Land Use
North:	B-3 (Highway Entrance Business)	Undeveloped Lot
South:	B-3 (Highway Entrance Business)	SCD (Stormwater Control Device)
East:	N/A	I-95
West:	B-3 (Highway Entrance Business)	Hotel

ENVIRONMENTAL: there are no environmental issues.

STAFF ANALYSIS AND COMMENTARY:

The developer, Wintergreen Hospitality, is proposing a Home2 Suites hotel on the 2.26-acre property located at the end of the Towne Centre Place cul-de-sac. The Hotel will provide required parking, landscaping, and dumpster screening in accordance with the UDO. The applicant is requesting a special use permit to allow the hotel to exceed the **40' height maximum (roughly 70' proposed) in the B-3 District** in accordance with UDO Section 8.13.5. The requested building height is typical of other hotels in the area and creates no offsite issues.

FINDINGS OF FACT (*Staff findings in Bold Italic*)

4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. The project will not be detrimental to or endanger the public health, safety or general welfare. *The additional height is typical for hotels in the B-3 district. The Fire Marshall has reviewed the application and has no concerns. Therefore, staff believes the special use will not be a deterrent to the public, health, safety or welfare.*

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

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

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

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

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

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. *The proposed hotel is adjacent to another hotel and nearby retail and it will be in harmony with the area.*

4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *The proposed project will be in conformance with the UDO requirements.*

RECOMMENDATION:

Planning Staff recommend the Town Council approve the Special Use Permit with no conditions based on the finding of fact for special use permits.

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

Application Number: SUP-22-02 **Name:** Home2 Suites by Hilton

Request: The applicant seeks a special use permit to utilize property located within a B-3 (Highway Entranceway Business District) zoning district for residential purposes. The property considered for approval is located on Town Centre Place approximately 600 feet south of its intersection with East Market Street, further identified as Johnston County Property Identification Number 260305-08-8796.

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:

- 4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
- 4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided.
- 4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- 4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.
- 4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.
- 4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

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-22-02 with the following condition(s):*

- 1. _____

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-22-02 for the following stated reason:*

- 1. _____

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-22-02 is hereby:

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

- 1. _____

_____ **denied for the noted reasons.**

- 1. _____

Decision made this 6th day of September, 2022, while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



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

SPECIAL USE PERMIT APPLICATION

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

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

SITE INFORMATION:

Name of Project: Home2 Suites Acreage of Property: 2.29
Parcel ID Number: 260305-08-8796 Tax ID: CI51ADVLTX - Smithfield Tax
Deed Book: 05921 Deed Page(s): 0715
Address: Towne Centre Place
Location: Smithfield, NC

Existing Use: Vacant Proposed Use: Hotel
Existing Zoning District: B-3

Is project within a Planned Development: Yes No
Planned Development District (if applicable): N/A
Is project within an Overlay District: Yes No
Overlay District (if applicable): N/A

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

REQUIRED FINDING OF FACT

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

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
The subject property is located on the eastern edge of an existing cul-de-sac, Towne Centre Place.
The proposed hotel use is a harmonious use with existing commercial uses and will not be detrimental to the public health, safety, or general welfare.
- 2) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
The development of the subject parcel as a hotel will not impeded the normal and orderly development and improvement of the surrounding properties. Approval of the requested special use permit will likely increase the value of surrounding properties by adding to the potential customer base for adjacent development.
- 3) Adequate utilities, drainage, parking, or necessary facilities have been or are being provided
Adequate utilities are present to serve the proposed hotel. The site will be designed to meet standards for access, stormwater management, parking, and other requirements found in the Smithfield UDO.
- 4) The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
The proposed hotel will not by noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- 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.
The proposed hotel will be accessed through one driveway connecting to Towne Centre Place. Towne Centre Place is a public street, approximately 700' in length and terminating in a cul-de-sac.
The proposed hotel will have minimal impact on traffic congestion in the surrounding public streets.
- 6) That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.
The proposed hotel will not adversely affect the use or any physical attribute of adjoining or abutting property.
- 7) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.
The hotel will be a complimentary use to future and existing development on Towne Centre Place.
Development of this parcel as a hotel will add to the economic vitality of adjacent commercial uses by adding to the customer base for the existing restaurant and retail uses.
- 8) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
The proposed hotel will comply with the applicable development requirements found in the Town of Smithfield UDO.

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.

Anup Patel

Print Name

Anup Patel

Signature of Applicant

Digitally signed by Anup Patel
Date: 2022.06.23 13:25:50
-04'00'

Date

OWNER'S CONSENT FORM

Name of Project: Home2 Suites Submittal Date: July 1, 2022

OWNERS AUTHORIZATION

I hereby give CONSENT to The John R. McAdams Company (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.

Please see next page for Owner's signature.

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.

Anup Patel Digitally signed by Anup Patel
Date: 2022.06.23 13:26:07
-04'00' Anup Patel _____
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: _____ Date submitted: _____ Date received: _____

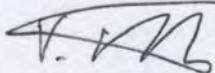
OWNER'S CONSENT FORM

Name of Project: Home2 Suites Submittal Date: July 1, 2022

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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

VENKATA M O TAPARTHY
Print Name

6-23-22
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.

Anup Patel
Signature of Owner/Applicant Print Name

Date

FOR OFFICE USE ONLY

File Number: _____ Date submitted: _____ Date received: _____



MCADAMS
The John R. McAdams Company, Inc.
2905 Meiridian Parkway
Durham, NC 27713

phone 919.361.5000
fax 919.361.2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

WINTERGREEN HOSPITALITY
157 E. FRANKLIN STREET, SUITE 8
CHAPEL HILL, NORTH CAROLINA 27514
PHONE: XXX. XXX. XXXX



HOME 2 HOTEL
SITE SKETCH
TOWNE CENTRE PLACE
SMITHFIELD, NORTH CAROLINA, ZIP

REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	XX.XX.XXXX	REVISION DESCRIPTION
2	XX.XX.XXXX	REVISION DESCRIPTION

PLAN INFORMATION

PROJECT NO. WIN-19000
FILENAME WIN19000-SK9
CHECKED BY XXX
DRAWN BY IMAG
SCALE 1"=20'
DATE 06.27.2022

SHEET

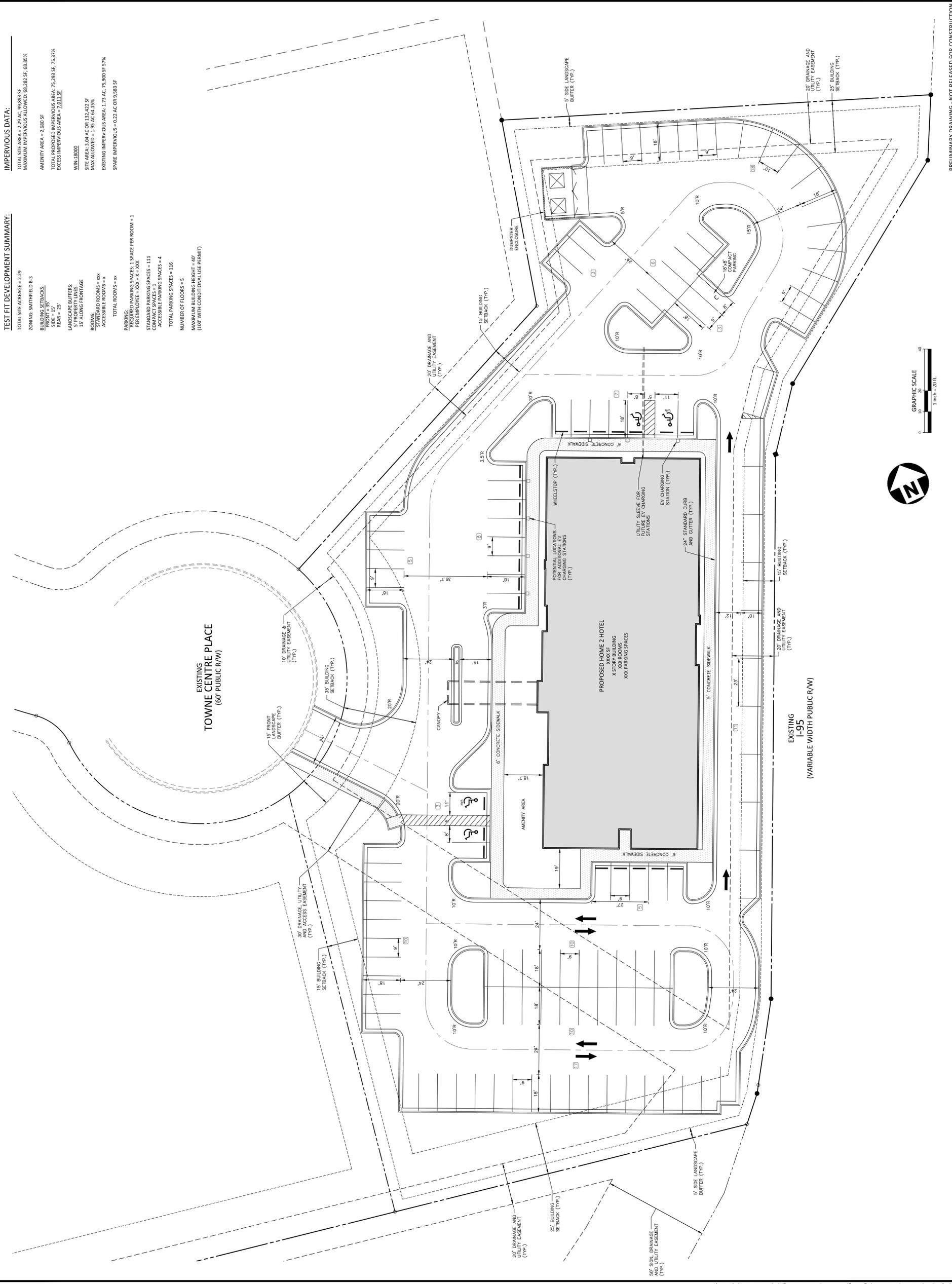
SITE SKETCH

SK-9

IMPERVIOUS DATA:
TOTAL SITE AREA = 2.29 AC 99,893 SF
MAXIMUM IMPERVIOUS ALLOWED: 68,282 SF, 68.85%
AMENITY AREA = 2,680 SF
TOTAL PROPOSED IMPERVIOUS AREA: 75,293 SF, 75.37%
EXCESS IMPERVIOUS AREA = 2,011 SF
WIN: 18000
SITE AREA: 3.04 AC OR 132,432 SF
MAX ALLOWED = 1.95 AC 84,156 SF
EXISTING IMPERVIOUS AREA: 1.73 AC, 75,909 SF, 57%
SPARE IMPERVIOUS = 0.22 AC OR 9,583 SF

TEST FIT DEVELOPMENT SUMMARY:

TOTAL SITE ACREAGE = 2.29
ZONING: SMITHFIELD B-3
BUILDING SETBACKS:
FRONT = 15'
SIDE = 15'
REAR = 25'
LANDSCAPE BUFFERS:
5' PROPERTY LINES
15' ALONG FRONTAGE
ROOMS:
STANDARD ROOMS = xxx
ACCESSIBLE ROOMS = x
TOTAL ROOMS = xx
PARKING:
REQUIRED PARKING SPACES: 1 SPACE PER ROOM + 1
PER EMPLOYEE = xxx * x = xxx
STANDARD PARKING SPACES = 111
COMPACT SPACES =
ACCESSIBLE PARKING SPACES = 4
TOTAL PARKING SPACES = 116
NUMBER OF FLOORS = 5
MAXIMUM BUILDING HEIGHT = 40'
(100' WITH CONDITIONAL USE PERMIT)



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

Adjacent Property Owners of
SUP-22-02

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15L11001B	260305-19-0175	SMITH NC POOH, LLC	101 W 55TH ST	NEW YORK	NY	10019-5343
15L11001K	260305-19-1196	ROSELLE BUILDING CO., INC.	80 WINDSOR AVE	MINEOLA	NY	11501-1922
15L11001G	260305-08-4774	SMITHFIELD HOTEL INVESTORS LLC	157 E FRANKLIN ST STE 8	CHAPEL HILL	NC	27514-3562
15L11001J	260305-08-5414	MOTAPARTHY PROPERTIES LLC	105 CASHWELL DR	GOLDSBORO	NC	27534-0000
15L11001I	260305-09-7050	MOTAPARTHY PROPERTIES LLC	105 CASHWELL DR	GOLDSBORO	NC	27534-0000
15L11001H	260305-08-8796	MOTAPARTHY PROPERTIES LLC	105 CASHWELL DR	GOLDSBORO	NC	27534-0000
15L11002B	260305-18-4276	DANBAR LIMITED PARTNERSHIP	P O BOX 1333	SMITHFIELD	NC	27577-0000
15L11002A	260305-17-0922	198 MALLARD INC.	198 MALLARD RD	SMITHFIELD	NC	27577-7103
		Wintergreen Hospitality	157 East Franklin St. STE 8	Chapel Hill	NC	27514



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-22-02, were notified by First Class Mail on 7-20-22.

Handwritten signature of Mark E. Helmer over a line, with the word 'Signature' printed below.

Johnston County, North Carolina

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

20th day of July, 2022

Handwritten signature of Julianne Edmonds over a line, with 'Notary Public Signature' printed below.

Julianne Edmonds
Notary Public Name

My Commission expires on January 15, 2023
(Seal)



100 Block of Towne Centre Place

File Number:
SUP-22-02

Project Name:
Home2 Suites
By Hilton

Request:
Hotel that exceeds
40' in height.

Existing Zoning:
B-3 (Business)

Existing Land Use:
Vacant / Undeveloped

Tax ID#
15L11001H

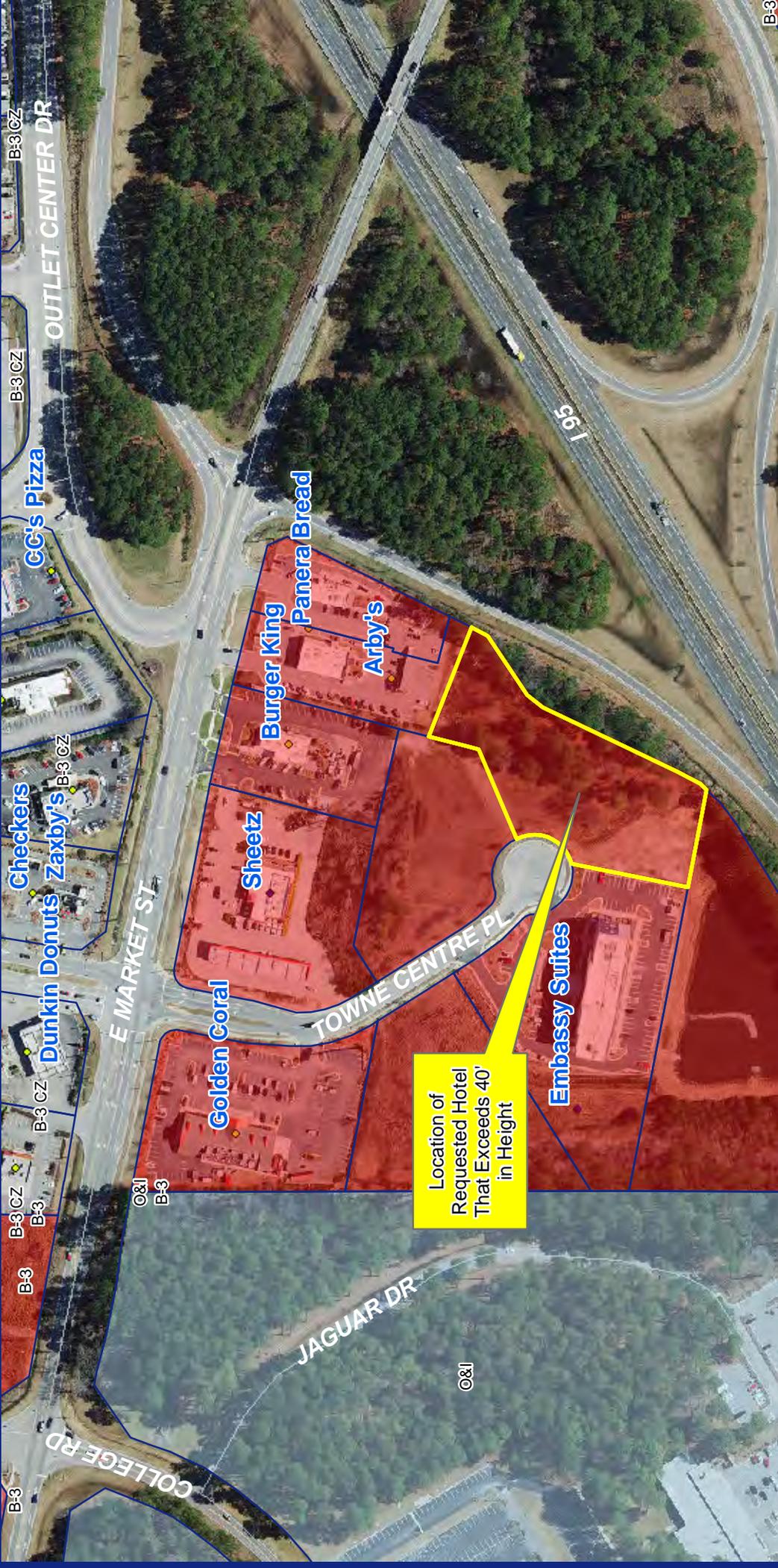
Owner:
Motaparthi
Properties LLC

Applicant:
Wintergreen Hospitality



1 in = 250 ft

Map created by the Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 7/27/2022





PLANNING DEPARTMENT

Mark E. Helmer, AICP, Senior Planner

Notice Of Public Hearing

Notice is hereby given that the Town Council of the Town of Smithfield will conduct a public hearing during the course of their open meeting which starts at 7:00 P.M. on Tuesday, September 6, 2022 in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

SUP-22-02 Home2 Suites: The applicant is requesting a special use permit for the construction of a five-story hotel that exceeds 40 feet in height. The project considered for approval is located on a 2.26-acre tract of land within a B-3 (Business) zoning district. The property is located on Towne Centre Place approximately 850 feet southeast of its intersection with East Market Street and further identified as Johnston County Tax ID# 15L11001H.

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 on August 24 and August 31, 2022.

**Draft
Town of Smithfield
Planning Board Minutes
Thursday, August 4th, 2022
Town Hall Council Chambers
6:05 PM**

Members Present:

Chairman Stephen Upton
Vice-Chairman Mark Lane
Ashley Spain
Debbie Howard
Doris Wallace
Brian Stanley
Wiley Narron

Members Absent:

Alisa Bizzell

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Support Specialist

Staff Absent:

Stephen Wensman, Planning Director

CALL TO ORDER

SWEARING IN OF NEW BOARD MEMBERS

APPROVAL OF MINUTES FOR July 14th, 2022

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

NEW BUSINESS

Planning Board reviewed SUP-22-02 Home2 Suites:

VOTING OF NEW CHAIRMAN & VICE-CHAIRMAN

Stephen Upton nominated Mark Lane as Chairman, seconded by Debbie Howard. All members voted unanimously in favor.

Stephen Upton nominated Debbie Howard as vice-chairman, seconded by Mark Lane. All members voted unanimously in favor.

Stephen Upton announced his resignation as chairman of the Planning Board effective August 5th, 2022.

OLD BUSINESS: None

Adjournment

Being no further business, Stephen Upton made a motion seconded by Ashley Spain to adjourn the meeting. Unanimously approved.

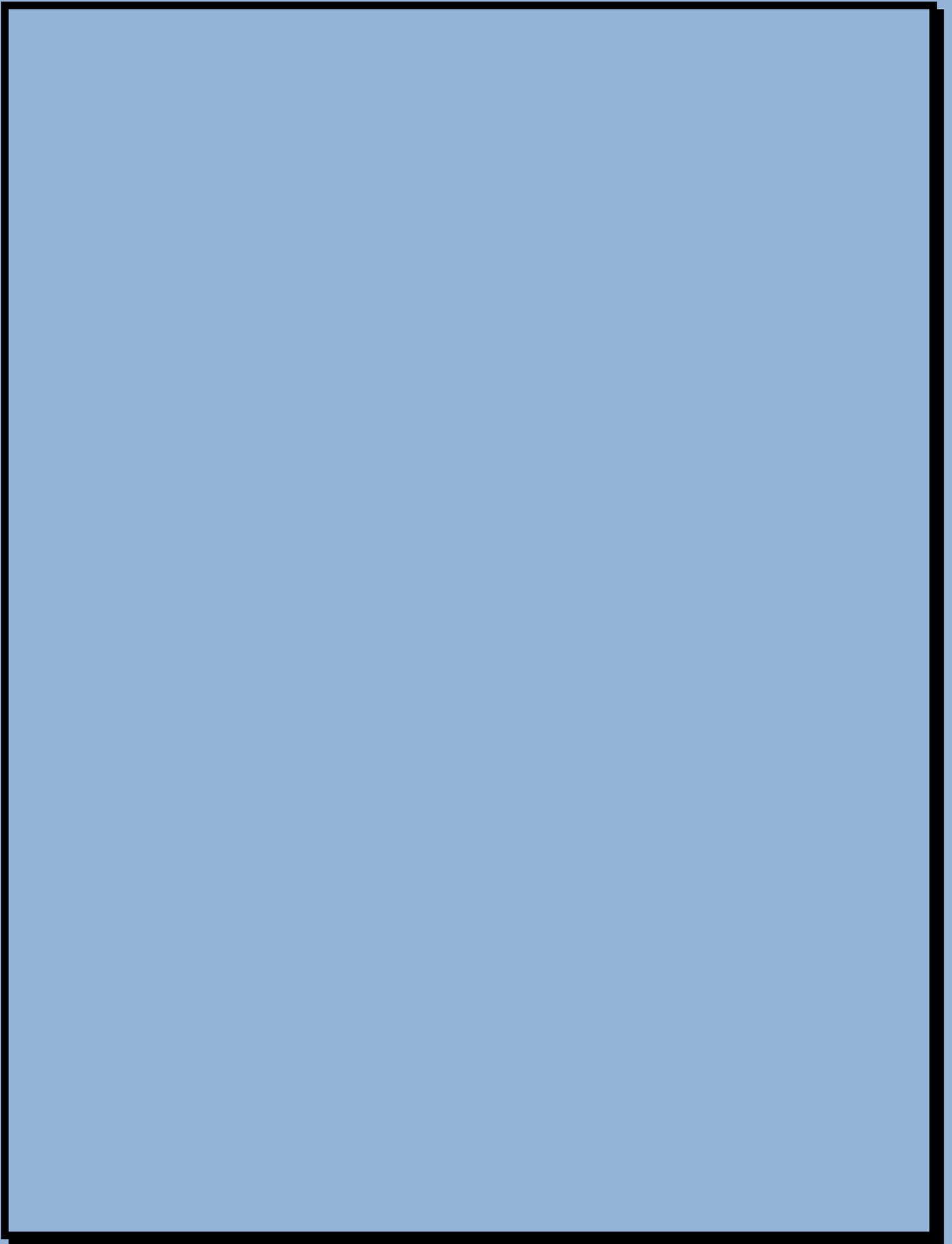
Respectfully Submitted,

A handwritten signature in black ink that reads "Julie Edmonds". The signature is written in a cursive, flowing style.

Julie Edmonds
Administrative Support Specialist

Consent

Agenda Items



The Smithfield Town Council met in regular session on Tuesday, August 2, 2022 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
Sloan Stevens, District 2
Travis Scott, District 3
David Barbour, District 4
Stephen Rabil, At-Large

Councilmen Absent
Roger Wood, At-Large

Administrative Staff Present
Michael Scott, Town Manager
Michael Brown, Fire Chief
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Director Dr.
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
R. Keith Powell, Chief of Police
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Also Present
Bob Spence, Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Scott made a motion, seconded by Councilman Rabil, to approve the agenda with the following amendments:

At the request of the applicant, remove the following item from the Public Hearings until the October 2022 meeting:

2. CZ-22-03 Blueline Aviation: The applicant is requesting rezoning of a 14.43-acre tract of land from an R-20A (Residential) zoning district to a PUD (Conditional Zoning) district. The property considered for approval is located on the west side of Swift Creek Road approximately 650 feet north of its intersection with Airport Industrial Drive and further identified as Johnston County Tax ID# 15J08015B

Add a Closed Session pursuant to NCGS 143-318.11 (a) (5)

Move the following from the Business Items to the Consent Agenda:

3. Consideration and request for approval to adopt Ordinance No. 509 amending Article III of the Fire Prevention Code and Chapter 11, Section 11-25 of the Administrative Code of Ordinances
4. Consideration and request for approval to adopt Ordinance No. 510, amending Chapter 10, Article IV, Section 10-170 of the Administrative Code of Ordinances

Unanimously approved.

PRESENTATIONS: None

PUBLIC HEARING:

1. ANX-22-01 Contiguous Annexation Petition: Floyd Landing Holdings, LLC

In accordance with NCGS 160A-31, a public hearing and adoption of Ordinance No. 508 are required before the properties can be annexed into the corporate limits of the Town of Smithfield.

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

Planning Director Stephen Wensman explained that Floyd Landing, LLC has submitted a petition for voluntary annexation of 96.82 acres into the Town of Smithfield. The Town Council was asked to hold a public hearing and adopt Ordinance No. 508 extending the corporate limits. The Ordinance could be adopted immediately or within six months of the public hearing. Mr. Wensman further explained that at the June 7, 2022 meeting, the Town Council adopted a resolution for the Clerk to investigate the sufficiency of the annexation petition. At the July meeting, the Clerk certified the sufficiency of the petition and adopted a resolution setting the date for public hearing.

Floyd Landing will utilize the Town's water and sewer, sanitation, Police, Fire and Code Enforcement services. It was the recommendation by staff to adopt Ordinance No. 508 extending the corporate limits of the Town of Smithfield.

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

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

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

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt Ordinance No. 508 extending the corporate limits of the Town of Smithfield.

ORDINANCE No. 508 to Extend the Corporate Limits of the Town of Smithfield

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by Resolution No. 699 (08-2022) directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held in the Smithfield Town Hall Council Chamber located at 350 East Market Street, Smithfield, North Carolina at approximately 7:00 pm on August 2, 2022, after due notice by the Johnstonian News on July 20, 2022.

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31.

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

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Smithfield as of August 2, 2022:

LYING AND BEING IN SMITHFIELD TOWNSHIP, JOHNSTON COUNTY, NORTH CAROLINA

COMMENCING AT A POINT, SAID POINT BEING PUBLISHED IN THE NATIONAL GEODETIC SURVEY AS "WALNUT" A NORTH CAROLINA GEODETIC MONUMENT(PID: EZ4334) AND HAVING NC GRID COORDINATES OF NORTHING: 651,816.45' & EASTING: 2,185,065.71'; THENCE S 21° 05' 17" E A GRID DISTANCE OF 376.27' TO A POINT; SAID POINT BEING A 1.5" IRON PIPE FOUND(IPF), A COMMON CORNER WITH ZANE & BETTY WILLIAMS, & JOYCE GOURLEY & JANICE ROSE HAVING NC GRID COORDINATES OF NORTHING: 651,464.86' & EASTING: 2,185,201.29'; SAID POINT HEREBY KNOW AS *THE POINT OF BEGINNING*.

THENCE FROM THE SAID *POINT OF BEGINNING* ALONG AND WITH THE WILLIAMS BOUNDARY

S 35°47'07" E, 327.08 FEET TO AN IRON PIPE SET (IPS); THENCE N 49°15'35" E, 94.12 FEET TO A 1.5" IRON REBAR FOUND (IRF), SAID POINT LYING ON THE WESTERN MARGIN OF US HIGHWAY 70 BUSINESS; THENCE N 53°04'39" E, 75.00 FEET TO A POINT IN THE CENTER OF SAID HIGHWAY. THENCE FOLLOWING THE CENTER OF US HIGHWAY 70 BUSINESS WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4,864.29 FEET WITH A CHORD BEARING AND DISTANCE OF S 38°40'02" E 296.25 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4,864.29 FEET WITH A CHORD BEARING AND DISTANCE OF S 40°56'53" E 141.85 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4,862.60 FEET WITH A CHORD BEARING AND DISTANCE OF S 44°32'01" E 466.76 FEET TO A POINT; THENCE S 47°12'33" E, 284.76 FEET TO A POINT; THENCE S 42°47'27" W, 75.00 FEET TO A CONCRETE MONUMENT FOUND (CMF), SAID POINT LYING ON THE WESTERN MARGIN OF US HIGHWAY 70 BUSINESS AND BEING A COMMON CORNER WITH WESTVIEW SUBDIVISION; THENCE ALONG THE COMMON BOUNDARY OF SAID SUBDIVISION AND WITH THE EXISTING TOWN OF SMITHFIELD CORPORATE LIMITS, S 38°18'01" W, 1,088.09 FEET TO A 5/8" IRON PIPE FOUND (IPF); THENCE N 02°34'50" E, 22.81 FEET TO A 1.25" IRF; THENCE N 86°49'41" W, 200.10 FEET TO A 5/8" IPF; THENCE

S 01°38'14" W, 221.96 FEET TO A 1/2" IPF; THENCE S 75°50'13" E, 48.70 FEET TO A POINT; THENCE

S 38°18'01" W, 968.81 FEET TO A POINT, SAID POINT BEING ALONG THE BANK OF SWIFT CREEK; THENCE WITH AND ALONG THE BANK OF SWIFT CREEK THE FOLLOWING EIGHT (8) CALLS: N 10°01'17" W, 205.94 FEET TO A POINT; THENCE S 71°33'39" W, 376.93 FEET TO A POINT; THENCE N 63°18'08" W, 128.63 FEET TO A POINT; THENCE N 5°53'33" W, 170.61 FEET TO A POINT; THENCE N 26°41'21" E, 400.03 FEET TO A POINT; THENCE N 12°11'48" W, 145.10 FEET TO A POINT; THENCE N 45°55'32" W, 26.62 FEET TO A POINT; THENCE N 76°31'16" W, 107.13 FEET TO A POINT SAID POINT BEING AT THE INTERSECTION OF REEDY CREEK; THENCE WITH THE CENTER OF REEDY BRANCH THE FOLLOWING THIRTY (30) CALLS: THENCE N 06°11'12" E, 65.37 FEET TO A POINT; THENCE N 51°35'53" W, 77.67 FEET TO A POINT; THENCE N 10°54'16" E, 118.52 FEET TO A POINT; THENCE N 11°43'49" W, 62.24 FEET TO A POINT; THENCE N 42°16'54" W, 158.00 FEET TO A POINT; THENCE N 77°16'54" W, 158.00 FEET TO A POINT; THENCE N 87°12'06" W, 236.00 FEET TO A POINT; THENCE N 70°02'06" W, 112.00 FEET TO A POINT; THENCE N 57°42'06" W, 201.00 FEET TO A POINT; THENCE N 66°37'06" W, 375.00 FEET TO A POINT; THENCE N 29°02'06" W, 117.00 FEET TO A POINT; THENCE N 46°02'06" W, 307.00 FEET TO A POINT; THENCE N 07°07'54" E, 244.00 FEET TO A POINT; THENCE N 26°32'54" E, 425.00 FEET TO A POINT; THENCE N 03°28'15" W, 145.00 FEET TO A POINT; THENCE N 60°31'45" E, 125.00 FEET TO A POINT; THENCE N 0°06'45" E, 53.00 FEET TO A POINT; THENCE N 44°56'45" E, 269.00 FEET TO A POINT; THENCE N 23°21'45" E, 169.00 FEET TO A POINT; THENCE N 13°01'31" W, 99.85 FEET TO A POINT; THENCE N 19°21'45" E, 134.99 FEET TO A POINT; THENCE N 4°32'49" E, 155.18 FEET TO A POINT; THENCE N 43°46'45" E, 136.00 FEET TO A POINT; THENCE S 88°01'45" W, 53.00 FEET TO A POINT; THENCE N 22°31'30" E, 55.00 FEET TO A POINT; THENCE N 12°31'45" E,

100.00 FEET TO A POINT; THENCE N 28°13'04" E, 383.54 FEET TO A POINT; THENCE N 42°43'15" W, 258.00 FEET TO A POINT; THENCE S 86°31'45" W, 52.00 FEET TO A POINT; THENCE N 02°01'45" E, 883.00 FEET TO AN IPS ON THE BANK OF A SWAMP, BEING A COMMON CORNER WITH KIMBERLY JOHNSON. THENCE ALONG THE JOHNSON BOUNDARY N 86°31'45" E, 884.03 FEET TO A 5/8" IRF SAID POINT BEING ON THE WESTERN MARGIN OF US HIGHWAY 70 BUSINESS; THENCE N 80°12'47" E, 75.00 FEET TO A POINT IN THE CENTER OF SAID HIGHWAY; THENCE WITH THE CENTERLINE OF US HIGHWAY 70 BUSINESS S 09°47'13" E, 416.23 FEET TO A POINT. THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4,912.34 FEET WITH A CHORD BEARING AND DISTANCE OF S 17°32'43" E 1324.68 FEET TO A POINT; THENCE CONTINUING WITH ANOTHER CURVE TO THE LEFT HAVING A RADIUS OF 4,956.92 FEET WITH A CHORD BEARING AND DISTANCE OF S 26°39'16" E 216.01 FEET TO A POINT; THENCE S 24°24'00" E, 74.92 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4,864.29 FEET WITH A CHORD BEARING AND DISTANCE OF S 30°31'31" E 280.69 FEET TO A POINT; THENCE S 57°49'17" W, 75.00 FEET TO A 1/2" IPF LYING ON THE WESTERN MARGIN OF US HIGHWAY 70 BUSINESS; THENCE S 13°01'17" W, 136.32 FEET TO THE **POINT AND PLACE OF BEGINNING**, HAVING AN AREA OF 8,567,296 SQUARE FEET OR, 196.678 ACRES MORE OR LESS.

Section 2. Upon and after August 2, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Smithfield and shall be entitled to the same privileges and benefits as other parts of the Town of Smithfield. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10

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

Adopted this the 2nd day of August, 2022

CITIZEN'S COMMENTS:

- Elizabeth Temple of 904 Chestnut Drive introduced herself to the Town Council and explained she was applying to serve on the Town's Historic Properties Commission advisory board.

CONSENT AGENDA:

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

1. The following minutes were approved:
 - July 12, 2022 – Regular Meeting
 - July 12, 2022 – Closed Session
2. Special Event: Back to School Community and Youth Explosion - Purpose and Power Apostolic Ministries was granted approval to hold a back-to-school community event at Smith Collins Park on August 20, 2022 from 10:00 am until 3:00 pm. This request included the use of amplified sound.
3. Special Event: End of Summer Bash – Bulldog Harley – Davidson was granted approval to hold an end of summer event at 1043 Outlet Center Drive on August 27, 2022 from 10:00 am until 4:00 pm. This request included the use of amplified sound (live band), vendors, food trucks and a beer truck.
4. Resolution No. 702 (11-2022) accepting the third year of funding from the NC Governors Highway

Safety Program for the Police Department was adopted.

5. Resolution No. 703 (12-2022) formally accepting State Directed American Rescue Plan Grants in the amount of \$3,000,000 was adopted.

TOWN OF SMITHFIELD
RESOLUTION NO. 703 (12-2022)
BY GOVERNING BODY OF RECIPIENT

WHEREAS, the Town of Smithfield has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$3,000,000 to perform work detailed in the submitted application, and

WHEREAS, the Town of Smithfield intends to perform said project in accordance with the agreed scope of work,

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

That The Town of Smithfield does hereby accept the American Rescue Plan Grant offer of \$3,000,000

That the Town of Smithfield does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Town Manager, Michael L. Scott, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

6. Contract with Skip Green and Association was approved for the administration of the EDA Grant.
7. Bid was awarded to Carolina Environmental in the amount of \$227,987 for the purchase of a trash truck for the Public Works Sanitation Department.
8. Approved Board Appointments
 - Lana Choe was appointed to serve a first term on the Appearance Commission.
 - Wiley Narron was appointed to serve a first term on the Planning Board as an In-Town Member
 - Bryan Stanley was appointed to serve a first term on the Planning Board as an In-Town Member

9. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Facility Maintenance Specialist	PW – General Services	10-60-5500-5100-0200	\$14.73/hr. (\$30,638.40/yr.)
P/T Equipment Mechanic	PW – Garage	10-30-5650-5100-0200	\$19.57/hr.
P/T Temp Admin Assistant	General Government	10-10-4100-5100-0220	\$15.00/hr.
Public Records Specialist	Police	10-20-5100-5100-0200	\$16.83/hr. (\$35,006.40/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician (2 positions)	PU – Electric	31-72-7230-5100-0200
Police Officer I/II – Patrol (5 positions)	Police	10-20-5100-5100-0200

P/T Collections Assistant	PU – Electric	31-72-7230-5100-0200
Public Works Administrative Assistant	PW – Streets	10-30-5600-5100-0200
Sanitation Equipment Operator (2 positions)	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic (3 positions)	PU – Water/Sewer	30-71-7220-5100-0200
Water Plant Superintendent	PU – Water Plant	30-71-7200-5100-0200

10. Approval was granted to adopt Ordinance No. 509 amending Article III of the Fire Prevention Code and Chapter 11, Section 11-25 of the Administrative Code of Ordinances

11. Approval was granted to adopt Ordinance No. 510, amending Chapter 10, Article IV, Section 10-170 of the Administrative Code of Ordinances

BUSINESS ITEMS:

1. **Annexation Request – Blueline Aviation (ANX-22-02): The property owner has submitted a request for voluntarily noncontiguous annexation of 14.43 acres into the Town of Smithfield and adoption of Resolution No. 704 (13-2022) directing the Clerk to investigate the sufficiency of the petition**

Planning Director Stephen Wensman addressed the Council on a request by Blueline Aviation to annex 14.43 acres into the Town of Smithfield. Mr. Wensman explained this was the first step in the annexation process. The Council was asked to adopt Resolution No. 704 directing the Clerk to investigate the sufficiency of the annexation petition.

Councilman Barbour made a motion, seconded by Councilman Rabil, to adopt Resolution No. 704 (13-2022) directing the clerk to certify the sufficiency of the petition. Unanimously approved.

**TOWN OF SMITHFIELD
RESOLUTION No. 704 (13-2022)
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-58.1**

WHEREAS, a petition requesting annexation of an area described in said petition was received on August 2, 2022 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

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

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation

2. **Consideration and request for approval to adopt Resolution 705 (14-2022) to begin the procedure for the closing of Circle Drive**

Planning Director Stephen Wensman explained the request was made by Walter Sanders Funeral Home to close Circle Drive from South Brightleaf Boulevard to South Seventh Street. Mr. Wensman explained

that the owners of the Funeral Home own all the properties surrounding the street. The street was essentially dividing their campus and creating unnecessary setbacks and other issues. He further explained that due to a utility line located in the street, an easement would have to be granted in order to be able to maintain the line. It was the recommendation of staff to allow the street to be permanently closed.

Councilman Lee made a motion, seconded by Councilman Rabil, to adopted Resolution No. 705 (14-2022) to begin the procedure for the closing of Circle Drive from South Brightleaf Boulevard to South Seventh Street. Unanimously approved.

**TOWN OF SMITHFIELD
RESOLUTION NO.705 (14-2022)
DECLARING THE INTENT OF THE TOWN COUNCIL OF THE TOWN OF
SMITHFIELD TO CONSIDER CLOSING CIRCLE DRIVE LOCATED BETWEEN
SOUTH BRIGHTLEAF BOULEVARD
AND SOUTH SEVENTH STREET**

WHEREAS, G.S. 160A-299 authorizes the Town Council to close streets and public alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of Circle Drive located between South Brightleaf Boulevard and South Seventh Street;

NOW, THEREFORE, BE IT RESOLVED by the Town of Smithfield that:

- 1) A meeting will be held at 7 p. m. on the September 6, 2022 in the Town Hall Council Chambers located at 350 East Market Street, Smithfield, North Carolina to consider a resolution closing Circle Drive located between South Brightleaf Boulevard and South Seventh Street.
- 2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Johnstonian News.
- 3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- 4) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299. Upon motion duly made by Councilmember Lee, and duly seconded by Councilmember Rabil, the above Resolution was duly adopted by the Town Council at the meeting held on the 2nd day of August, 2022 in the Council Chambers of the Smithfield Town Hall.

Upon call for a vote, the following Councilmembers voted in the affirmative: Councilman Lee, Councilman Rabil, Mayor Pro-Tem Dunn, Councilman Stevens, Councilman Scott and Councilman Barbour

And the following Councilmembers voted in the negative: None

3. Consideration and request for approval to amend the FY 2022-2023 Fee Schedule

Police Chief R. Keith Powell and Fire Chief Michael Brown addressed the Council on proposed changes to the Fee Schedule.

Chief Brown explained the increases were for fire inspections and citations for false alarms. He explained the increase in the citations for false alarms was to encourage businesses to make necessary repairs to their alarms systems.

Mayor Moore asked if business would be allowed three false alarms in a calendar year before they would be charge. Chief Brown responded in the affirmative.

Police Chief R. Keith Powell explained that during the budget process, there was some discussion concerning increasing the parking violations. He further explained that all \$10 violations would increase to \$25. The fee for parking in front of a fire hydrant would increase for \$25 to \$50 and parking in a handicapped zone would increase from \$50 to \$75.

Councilman Scott made a motion, seconded by Councilman Rabil, to adopt the proposed changes to the FY 2022-2023 Fee Schedule. Unanimously approved.

Councilmembers Comments:

- Councilman Lee questioned the CDBG Housing Revitalization program. He explained there have been some issues and he would like to have an update provided the Council on the progress of the program. Councilman Lee stated that tonight was National Night Out and it was a travesty that the Council was meeting instead of supporting its emergency services. Councilman Lee further stated he believed there was still donated funds unaccounted for at the Sarah Yard Community Center. Town Manager Michael Scott responded that staff has identified \$150 in checks that were received, but there were no other funds received. He explained that if Councilman Lee knew of any other donated funds, to please let staff know and they would investigate it. Councilman Lee stated he had been receiving complaints about Parks and Recreation baseball.
- Councilman Barbour expressed his appreciation to Animal Control for removing some cats from his neighborhood. Councilman Barbour questioned the status of the pedestrian plan. Mr. Wensman responded the consultant should have comments back to staff in a few weeks. Staff will review those comments before submitting the plan to Council for approval.
- Councilman Scott explained the Heritage Center was a great resource for the community and the Town should support it. Councilman Scott commended Councilman Lee for the Fun in the Park event. He stated Councilman Lee help fund the event and should be commended for the work he does in the community.

Town Manager's Report:

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

- The Town Attorney will be requesting several revisions to the UDO or Administrative Code to better enforce dilapidated buildings and structures throughout the Town. This will be discussed in the workshop scheduled for August 30th at 6:30 pm.
- Both A/C units at the Sarah Yard Community Center have been replaced and are operating normally.
- The Splash Pad is fully repaired and operating properly.
- River Rat Regatta on August 13th at 5:00 with a rain date of August 27th.
- Summer Camp with full sessions through 2nd week of August
- Baseball, Soccer, Football and Adult League Softball are all beginning soon.
- The Town and its fire department undergo an ISO (Insurance Services Office) inspection every five years. The fire department has received notice that theirs will begin this fall, likely in or around November.
- The two gutter repairs at Stevens and South Second and Stevens and South First Street have been completed

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

Councilman Scott made a motion, seconded by Councilman Stevens, to enter into Close Session pursuant to the

aforementioned statute. Unanimously approved at 7:40 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn to reconvene in open session. Unanimously approved at 9:23pm.

Adjourn

Having no further business, Mayor Pro-Tem Dunn made a motion, seconded by Councilman Barbour to adjourn the meeting. The meeting adjourned at approximately 9:24 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 09/06/2022

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

Issue Statement

The Council is being asked to allow St. Paul Episcopal Church to close Church Street from Second Street to Front Street on September 11, 2022.

Financial Impact

N/A

Action Needed **Council approval of the Temporary Use Permit Application**

Recommendation **Staff recommends approval of the Temporary Use Permit Application**

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

St. Paul Episcopal Church is requesting to close Church Street from Second Street to Front Street on September 11, 2022. They are holding a church picnic at 218 S. Second St. Over 100 people are expected to attend. This event will begin at 11:30 am and end at 2:30 pm. Food or goods will not be sold. No trash cans are requested and security is not needed.



Temporary Use Permit Application

Completed applications must be submitted at least 4 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>St. Paul's Episcopal Church picnic</u> Name of Event	<u>218 South 2nd St.</u> Location of Event/Use (exact street address)
--	---

APPLICANT:

Name Rev. Kate Byrd

Address 218 South 2nd St.

Phone number 919-934-2675

Email address stpaulsnc@nc.rr.com

Event date 9/11/22

Event start time 11:30 a.m.

Event set up time 10:30 a.m.

Sound Amplification Type N/A

Sound Amplification Time N/A

PROPERTY OWNER:

Name St. Paul's Episcopal Church

Address 218 South 2nd St.

Phone number 919-934-2675

Email address stpaulsnc@nc.rr.com

Will alcohol be sold or served? Y or (N)

Event end time 2:30 p.m.

Event cleanup time 2:30 p.m.

Will food or goods be sold? Y or (N)

Food Trucks (if applicable N/A) (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: N/A
(If using Smithfield Police, applicant must contact the PD to schedule security.)

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

If any town streets require closure, please list all street names. corner of Church St and 2nd St.
corner of Church St and Front St

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

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

Church picnic

Temporary Use Submittal Checklist:

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

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

Payment Received By: N/A

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Rev. Kate Byrd _____ Kate Byrd _____ 9/22/22
Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] _____ Date: 9/22/22

OWNERS AUTHORIZATION

I hereby give CONSENT to Rev. Kate Byrd (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) St. Paul's Episcopal Church
Address 218 South 2nd St., Smithfield, N.C. Zip 27577
Phone number 919-934-2675 Email stpaulenc@nc.rr.com
Signature: Katherine Byrd Date: 8/22/22

OWNER'S CONSENT FORM

Name of Event: St. Paul's Episcopal Church picnic Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to Rev. Kate Byrd (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.

St. Paul's Episcopal Church _____ 8/22/22
Signature of Owner Print Name Date



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 09/06/2022

Subject: Inner Shows, Inc.
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Inner Shows, Inc. is requesting to hold a Family Days Fall Fest Super Carnival at Carolina Premium Outlets September 15th—25th 2022.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. Event Map
4. Certificate of Insurance



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Inner Shows, Inc. is requesting to hold a Family Days Fall Fest Super Carnival at Carolina Premium Outlets September 15—25 2022. This event will be held at 1025 Outlet Center Drive. The carnival will operate from 5:00 pm-11:00 pm on weekdays and on weekends 1:00 pm -11:00 pm. Over 100 people are expected to attend. Food will be sold. Smithfield Police will be contacted by the applicant to provide security. No trash cans have been requested.



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

Completed applications should be submitted at least 4 weeks prior to event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

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) _____

Family Days Fall Fest Super Carnival	1025 Outlet Center Dr., Smithfield, NC
Name of Event	Location of Event/Use (exact street address)

Name Inner Shows - Donna Inners Address 4091 Oak Circle, Franklinton, NC 27525

Phone number 919-529-1081 Email address tthiessen@kevaworks.com

Event date September 15 - 25 Will alcohol be sold or served? No

Event start time Weekdays 5pm
Weekends 1pm Event end time 11pm

Event set up time 7am Event cleanup time 7 am September 26 - 27

Sound amplification hours _____ Will food or goods be sold? Food

Food Trucks if applicable 0 (requires a valid permit from NC Department of Agriculture, a copy of the vehicle or trailer registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: Smithfield Police
 (If using Smithfield Police, applicant must contact the PD to schedule security.)

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

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

Are event trash cans needed? _____ How many? _____ Carnival will provide trash cans for patron usage and will rent a rolloff dumpster to contain all trash

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

Payment received by: _____

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.

Taylor Thiessen - Agent Taylor Thiessen 8/8/22
Applicant's Name (print) Signature Date

Planning Director signature: Stephen Wen Date: 8/16/22

OWNERS AUTHORIZATION

I hereby give CONSENT to Inners Shows (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.

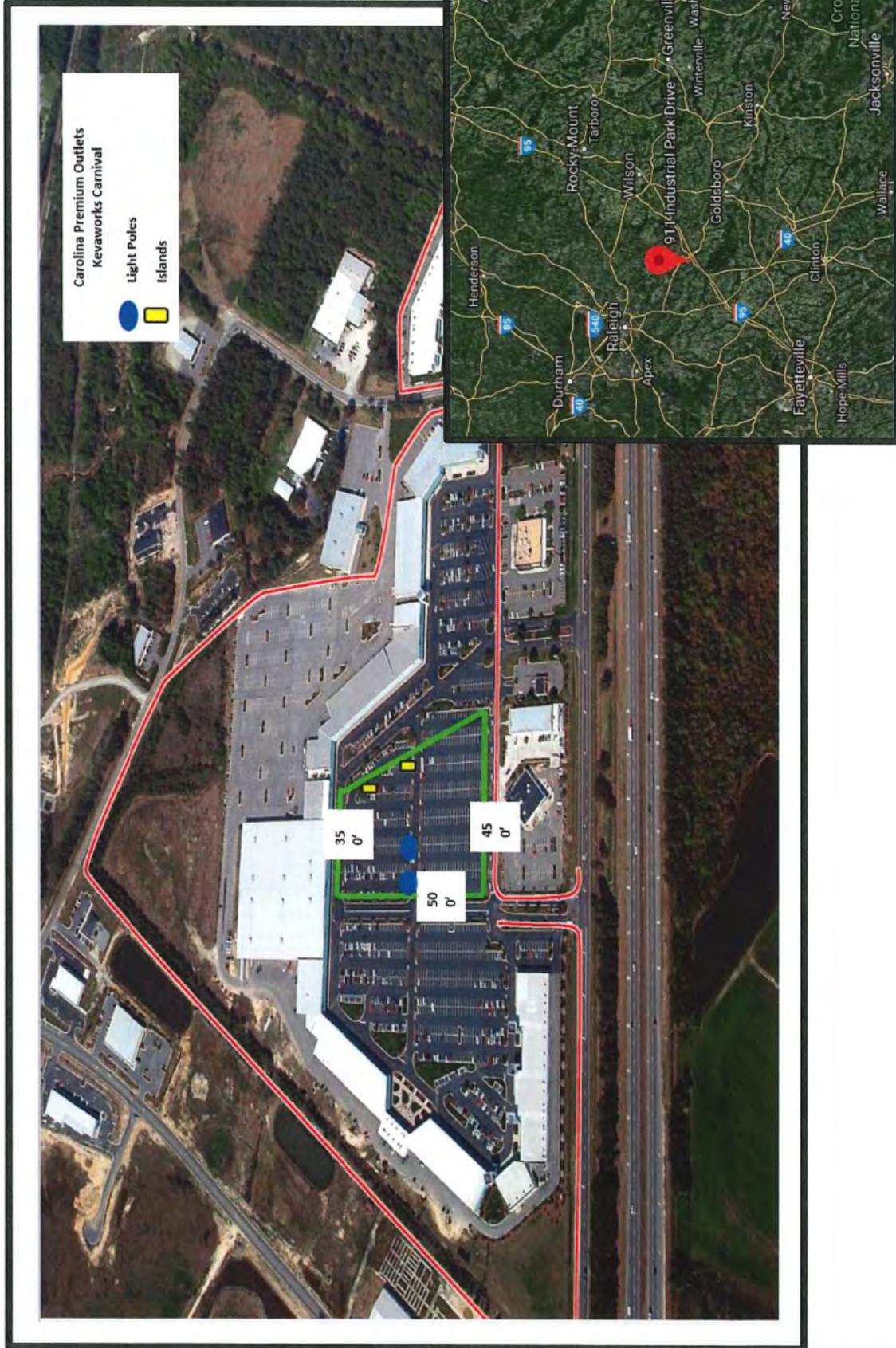
Property owners name (print) Julie Gasper

Address 1025 Outlet Center Dr., Ste 905, Smithfield, NC Zip 27577

Phone number 919-989-8453 Email igasper@simon.com

Signature: Julie Gasper Date: 8/8/2022

911 Industrial Park Dr., Smithfield, NC – Carolina Premium Outlets





Request for Town Council Action

Consent Agenda Item: Application for Temporary Use Permit
Date: 09/06/2022

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

Issue Statement

The Council is being asked to allow Keanna Howell to hold JoCo Praise in the Park at Smith-Collins Park on September 17, 2022 1:00-5:00 pm.

Financial Impact

N/A

Action Needed **Council approval of the Temporary Use Permit Application**

Recommendation **Staff recommends approval of the Temporary Use Permit Application**

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. **Food Truck Information**



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Keanna Howell is requesting to hold JoCo Praise in the Park at Smith-Collins Park located at 909 East Lee Street on September 17, 2022. This event would begin at 1:00 pm and end at 5:00 pm. JoCo Praise in the Park is an event to bring area churches of Johnston County together for fellowship and fun. They will have live music, games, bounce houses and food. Amplified sound would be used between 10:00 am and 5:00 pm. There will be food sold by Justos Grillin and Catering LLC. (6) trash cans have been requested for the event and no security is needed.



Temporary Use Permit Application

Completed applications must be submitted at least 4 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>Jaco Praise in the Park</u> Name of Event	<u>909 E Lee St. Smithfield, NC</u> <small>Smith-Collins Park</small> Location of Event/Use (exact street address)
---	--

APPLICANT:

Name Keanna Howell

Address 601 McCarthy Dr. Clayton, NC

Phone number 919-827-6354

Email address kecee5@gmail.com

Event date September 17, 2022

Event start time 1:00pm

Event set up time 10:00am - 1:00pm

Sound Amplification Type speakers and microphones

Sound Amplification Time 10:00am - 5:00pm

PROPERTY OWNER:

Name Town of Smithfield

Address 350 E. Market St.

Phone number (919) 934-2116

Email address _____

Will alcohol be sold or served? Y or (N)

Event end time 5:00pm

Event cleanup time 5:00pm - 8:00pm

Will food or goods be sold? (Y) or N

Food Trucks (if applicable 1) (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: _____
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? Smith-Collins Park

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

Are event trash cans needed? (Y) or N How many? 6

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

JoCo Praise in the Park is an event that will bring together churches of Johnston County for a chance of fellowship and fun with live music, games, bounce houses and food.

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Heanna Howell Heanna Howell 7/18/2022
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wen Date: 8/26/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08 22 2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colleen Leftdwrige Brent King Insurance Services 200 North Berkeley Blvd Goldsboro, NC 27530	CONTACT NAME: Colleen Leftdwrige	
	PHONE (A/C No., Ex): 919-778-9444 FAX (A/C No.): 919-778-9442 E-MAIL ADDRESS: cleftdwrige@easterncarolinainsurance.com	
INSURED Justos Grillin and Catering LLC 1160 Aycock Dairy Farm rd Fremont, NC 27830	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acceptance Indemnity Insurance Company	20010
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

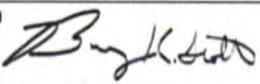
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CL 00311584	03/03/2022	03/03/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000 Deductible \$500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As per the Classifications shown on the Commercial General Liability Coverage Part Declarations page.

CERTIFICATE HOLDER Word Of Faith Christian Church 909 E Lee St Smithfield, NC 27577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 09/06/2022

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

Issue Statement

The Council is being asked to allow Compass Community Church to use amplified sound at their community outreach event on September 17, 2022.

Financial Impact

Action Needed **Council approval of the Temporary Use Permit Application**

Recommendation **Staff recommends approval of the Temporary Use Permit Application**

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Compass Community Church is requesting to hold a community outreach event on September 17, 2022 from 4:00 pm-6:00 pm. This will be held at the rotary shelter at 600 M Durwood Stephenson Pkwy. Amplified sound will be used 3:30 pm to 6:00 pm. No food or goods will be sold. Clean up will conclude by 6:30 pm.



Temporary Use Permit Application

Completed applications must be submitted at least 4 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound Amplified Sound/Speakers
 - 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 (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Compass Community Church Community Outreach	Rotary Shelter at Smithfield Parks & Recreation
Name of Event	Location of Event/Use (<u>exact street address</u>)

APPLICANT:

Name Crystal Givens, Administrative Assistant

Address 115 North 7th Street, Smithfield NC

Phone number 919.567.3600

Email address compasscommunitychurch@yahoo.com

Event date September 17th, 2022

Event start time 4:00PM

Event set up time 3:00 pm

Sound Amplification Type Speakers

Sound Amplification Time 3: 0 PM

PROPERTY OWNER:

Name Smithfield Parks & Recreation

Address 600 M Durwood Stephenson Pkwy, Smithfield, NC 27577

Phone number _____

Email address _____

Will alcohol be sold or served? Y or

Event end time 6:00PM

Event cleanup time 6 30 P M

Will food or goods be sold? Y or

Food Trucks (if applicable) 0 (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: N/A
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? _____

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

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

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

Church community outreach event to fellowship with those in our community

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Crystal Givens, Administrative Assistant Crystal Givens 8/22/2022
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephanie Johnson Date: 8/22/22

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) Town of Smithfield

Address _____ Zip _____

Phone number _____ Email _____

Signature: _____ Date: _____

OWNER'S CONSENT FORM

Name of Event: _____ Submittal Date: _____

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.

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Signature of Owner

Print Name

Date



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 09/06/2022

Subject: Triangle East Economic Development Foundation
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize Triangle East Economic Development Foundation to hold JoCo Works Career Expo at Johnston Community College on October 13-14, 2022 from 8:00 am- 5:00 pm.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Triangle East Economic Development Foundation is requesting to hold JoCo Works Career Expo at Johnston Community College located at 245 College Rd. This event will take place October 13 - 14, 2022 from 8:00 am-5:00 pm. The JoCo Works Career Expo is a collaborative community project. The Expo will be a fun, educational, hands-on opportunity for students to become familiar with local and regional high demand, high wage career opportunities by direct contact with area employers. Amplified sound will be used between 8:00am-5:00pm. Food will not be sold. JCC Campus police will provide security. 10 trash cans have been requested from Public Works. Tents will be used and inspected by Smithfield Fire Department.



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

Completed applications should be submitted at least 4 weeks prior to event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

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) _____

<u>JOCO WORKS Career Expo</u> Name of Event	<u>245 College Rd., Smithfield</u> Location of Event/Use (exact street address)
--	--

Name Triangle East Eco Dev Foundation Address PO Box 467, Smithfield, NC 27577

Phone number 919.934.9166 Email address kellywallace@triangleeastchamber.com

Event date Oct 13 & 14, 2022 Will alcohol be sold or served? NO

Event start time 7:30a Event end time 5:00p

Event set up time Oct 12 (8a) Event cleanup time Oct 15 (8a)

Sound amplification hours 8a-5p Will food or goods be sold? NO

Food Trucks if applicable N/A (requires a valid permit from NC Department of Agriculture, a copy of the vehicle or trailer registration and/or ABC Permit, if applicable and must be submitted with this application).

Security agency name & phone, if applicable: JCC Campus Police
 (If using Smithfield Police, applicant must contact the PD to schedule security.)

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

If any town streets require closure, please list all street names. N/A

Are event trash cans needed? YES How many? 10-15

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

Payment received by: _____

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.

Kelly Wallace KellyWall 8/8/2022
Applicant's Name (print) Signature Date

Planning Director signature: Stephen Wem Date: 8/16/22

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) Kenneth A Boham
Address 245 College Road Smithfield NC Zip 27577
Phone number (919) 209-2050 Email kaboaham@johnstoncc.edu
Signature: Kenneth A Boham Date: 8/9/22

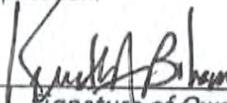
OWNER'S CONSENT FORM

Name of Event: JOLD WORKS Submittal Date: _____

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

Kenneth A. Bolen
Print Name

8/8/22
Date



Request for Town Council Action

Consent Promotion
Agenda Water Plant
Item: Superintendent
Date: 09/06/2022

Subject: Water Plant Superintendent Promotion
Department: Public Utilities
Presented by: Public Utilities Director – Ted Credle
Presentation: Consent Agenda Item

Issue Statement

Obtain Council approval to offer the position of Water Plant Superintendent to a qualified internal candidate.

Financial Impact

The proposed annual salary (\$74,984) is consistent with what was budgeted for the position in the adopted FY 2022 – FY 2023 budget.

Action Needed

Approve the offer for the proposed Water Plant Superintendent at an annual salary of \$74,984/year.

Recommendation

Staff recommends the approval of the offer

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent Promotion
Agenda Water Plant
Item: Superintendent

In keeping with stated Town goals of attracting and retaining highly qualified employees, the Town has interviewed a prospective employee for the position of Water Plant Superintendent for the Water Treatment Plant Division of Public Utilities. The prospective Water Plant Superintendent is an internal candidate and such a hire would be consistent with the objectives of the career ladder advancement. The candidate is qualified for this position (holding multiple, appropriate certifications) and is a highly regarded member of Town staff for many years. Council is asked to approve this hire/promotion.

**



Request for Town Council Action

Consent	Personnel
Agenda	Search
Item:	Firm –
	Police
	Chief
Date:	09/06/2022

Subject: Request for Approval to Hire a Search Firm / Consultant to Assist in Filling the Vacancy of the Retiring Police Chief

Department: General Government

Presented by: **Town Manager - Michael Scott & HR Director - Tim Kerigan**

Presentation: Consent Agenda Item

Issue Statement

Staff is requesting Council to consider contracting with a search firm/consultant to assist in filling the vacancy of the retiring Police Chief.

Financial Impact

Not to exceed \$22,000. Funds have been approved in the Adopted FY 2022-2023 Budget.

Action Needed

Consideration and approval of request to contract with an outside firm to assist in filling the vacancy of the retiring Police Chief; as well as consideration and approval to pay associated expenses (Candidates' travel, lodging and meals; Assessors' travel and meals).

Recommendation

Approval of request to contract with the MAPS Group to assist in filling the vacancy of the retiring Police Chief; as well as approval to pay associated expenses.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent
Agenda
Item: Personnel
Search
Firm –
Police
Chief

Staff is requesting Council to consider contracting with a search firm/consultant to assist in filling the vacancy of the retiring Police Chief.

Four firms/consultants were contacted to provide proposals. Their responses/proposals are as follows:

Professional Fees:

Developmental Associates:	Declined to submit
The MAPS Group:	\$13,000
The Mercer Group:	Declined to submit
TJCOG:	\$16,800

Both firms/consultants agree to deliver similar services. Those services included in this national search are as follows: conduct a job analysis and focus groups, assist in designing recruitment advertisements, design the assessment process, screen applicants, identify and schedule assessors, conduct the assessment center, identification of job-related selection instruments to facilitate the evaluation of selection procedure outcomes and final selection decision, and assist with reference checks.

The approval of selection criteria and process, background investigations, and the final selection of the Police Chief will be made by the Town.

The Town will also be responsible for providing the facilities (possibly off-site) for candidates and assessors, providing travel (possibly air), lodging and meals for candidates and assessors, and contracting for background investigation of the top candidate(s). The total cost for these additional expenses is not expected to exceed \$9,000 – and all depends on the number of final candidates (up to three) and assessors (up to five) chosen to travel and participate.



Request for Town Council Action

Consent
Agenda
Item: Bring Forward
Encumbrances
Date: 09/06/2022

Subject: To Bring Forward Budget Encumbrances from the 2021-2022 Budget Year to the 2022-2023 Budget Year in the General, Water/Sewer, Electric and J.B George Funds.

Department: Finance Department
Presented by: Finance Director - Greg Siler
Presentation: Consent Agenda Item

Issue Statement: Several budgeted line items in the General, Water/Sewer, Electric and J.B. George Fund were delayed in the 2021-2022 Fiscal Year for various reasons and need to be brought forward to the current year.

Financial Impact: As indicated by each amendment: \$982,288 in the General Fund, \$350,541 in the Water/Sewer Fund, \$389,603 in the Electric Fund and \$941 in the J.B. George Fund

Action Needed: Board Approval on Attachment A, B and C

Recommendation: Council Approval

Approved: Town Manager Town Attorney

- Attachments: 1. Year End Approved Purchase Encumbrances for 2022-2023 (Attachment A)
2. Year End Approved Purchase Order Encumbrances for 2022-2023 (Attachment B)
3. Actual Request to Bring Forward (Attachment C)



Staff Report

Consent Bring Forward
Agenda Encumbrances
Item: 09/06/2022

On June 27, 2022, Council granted approval to bring forward funds from the 2021-2022 budget year for ongoing projects and/or items ordered through purchase orders that had not been completed or delivered (see attachment A and B). In summary, the General Fund was approved to encumber \$1,004,530; the Water/Sewer Fund was approved for \$415,672; the Electric Fund was approved for \$394,068; and the J.B. George Fund was approved for \$941. The actual amount needed in each Fund decreased or stayed the same as some purchases were completed. In the General Fund \$982,288 of the \$1,004,530 approved is needed **(Please note that \$5,000 additional was added for Christmas Lights that wasn't in the original request)**; \$350,541 of the approved \$415,672 Water/Sewer Fund is needed; \$389,603 of the approved \$394,068 in the Electric Fund is needed; and \$941 of the approved \$941 for the J.B. George Fund is needed. Below is a summary of the approved amount compared to the actual amount needed to encumber.

	<u>Amount Approved</u>	<u>Actual Needed</u>
General Fund	\$ 1,004,530	\$ 982,288
Water/Sewer Fund	415,672	350,541
Electric Fund	394,068	389,603
J.B. George Fund	941	941

Attachment A

ENCUMBRANCES FROM 2021-2022 TO 2022-2023

GENERAL FUND

10-61-4110-5300-5710	Non-Departmental - Economic Development	\$ 11,899
10-61-4110-5300-5711	Non-Departmental - Public Library (HVAC)	22,930
10-61-4110-5300-5712	Non-Departmental - S.H.A.R.P Reimbursements	39,000
10-10-4200-5700-7400	Finance Department - Capital Outlay (Chairs/Collection Window)	1,500
10-10-4900-5300-4501	Planning - Service Contracts (Engineering Standards Manual & Pedestrian Planning)	15,000
10-10-4900-5700-4502	Planning - Condemnation	48,000
10-60-5500-5300-3440	General Serv. - Appearance Commission	15,863
10-60-5500-5700-7400	General Serv. - Capital Outlay (Replacement Dump Truck)	60,000
10-60-5500-5700-7400	General Serv. - Capital Outlay (Christmas Lights)	5,000
10-30-5600-5300-7300	Streets -Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)	112,406
10-30-5600-5700-7400	Streets -Capital Outlay (195 Bridge Lighting)	93,000
10-60-6200-5700-7400	Recreation - Capital Outlay (2 Pick-Up Trucks)	65,000
		<u>\$ 489,598</u>

WATER FUND

30-71-7220-5700-7400	Water Dist/Sewer - Capital Outlay (Work Truck)	\$ 35,000
30-76-7220-5970-9101	Water Plant - Transfer to W/S Cap Proj Fund	17,250
30-71-7220-5300-5710	Water Dist/Sewer Coll. - Economic Development	245,496
		<u>\$ 297,746</u>

Electric FUND

31-72-7230-5300-5710	Electric - Economic Development	<u>\$ 195,496</u>
----------------------	---------------------------------	-------------------

J.B. GEORGE BEAUTIFICATION FUND
40-61-4100-5300-3400 J.B. George Projects
40-61-4100-5300-3410 J.P. George Projects

\$ 397
544
\$ 941

APPROVED: _____
M Andy Moore, Mayor

VERIFIED: _____
Shannan Parrish, Town Clerk

Attachment B

G/L ACCOUNT	ACCOUNT DESCRIPTION	DEPARTMENT	VENDOR	PO#	AMOUNT
10-20-5100-5300-1700	Equip. Maint. & Repair	Police	Dell Marketing LP	20229074	\$ 6,260.56
10-20-5100-5300-3100	Vehicle Supplies/ Maint.	Police	Mary Jacobs	20229579	\$ 2,900.00
10-20-5100-5300-3300	Supplies/Operations	Police	American Uniforms Sales Inc	20229640	\$ 835.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply Inc	20229612	\$ 732.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply Inc	20229614	\$ 1,008.00
10-20-5100-5300-3600	Uniforms	Police	Lawmens Safety Supply Inc	20229615	\$ 732.00
10-20-5100-5700-7400	Capital Outlay	Police	Performance Chrysler Jeep Dodge	20229457	\$ 134,786.48
10-20-5100-5700-7400	Capital Outlay	Police	Communications International	20229585	\$ 24,237.40
10-20-5300-5300-1700	Equip. Maint. & Repair	Fire Dept	Batteries of NC	20229644	\$ 2,569.20
10-20-5300-5300-3100	Vehicle Supplies/ Maint.	Fire Dept	Dana Safety Supply	20229486	\$ 2,175.00
10-20-5300-5300-3100	Vehicle Supplies/ Maint.	Fire Dept	CW Williams & Co Inc	20229636	\$ 1,480.00
10-20-5300-5300-3300	Supplies/Operations	Fire Dept	Connection Public Sector Solutions	20229407	\$ 1,802.62
10-20-5300-5300-3300	Supplies/Operations	Fire Dept	FCB Visa	20229635	\$ 1,700.97
10-20-5300-5300-3600	Uniforms	Fire Dept	Atlantic Emergency Solutions	20229535	\$ 9,500.00
10-30-5650-5700-7400	Capital Outlay	Public Works	Griffin Garage Doors	20229379	\$ 10,900.00
10-30-5700-5300-3300	Supplies/Operations	Public Works	ST Wooten Corp	20228966	\$ 2,000.00
10-30-5700-5300-3300	Supplies/Operations	Public Works	Blythe Construction	20228968	\$ 2,000.00
10-30-5700-5300-3300	Supplies/Operations	Public Works	Core & Main LP	20228967	\$ 2,802.12
10-30-5700-5300-3310	Drainage	Public Works	Hanson Aggregates Inc	20228964	\$ 1,087.74
10-30-5700-5300-3310	Drainage	Public Works	Argos USA LLC	20228965	\$ 1,823.32
10-30-5700-5700-7310	Patch & Resurface	Public Works	Tripp Brothers	20229658	\$ 194,138.15
10-40-5800-5300-3100	Vehicle Supplies/ Maint.	Public Works	Velocity Truck Centers	20229450	\$ 632.49
10-40-5900-5300-3310	Drainage	Public Works	Hanson Aggregates Inc	20229516	\$ 1,501.58
10-40-5900-5700-7400	Capital Outlay	Public Works	Tracer Electronics	20229657	\$ 12,600.00
10-60-5500-5300-3440	Appearance Commission	Parks and Rec	Cutting Time Landscape Mgmt	20229377	\$ 4,900.00
10-60-6200-5300-4501	Service Contracts	Parks and Rec	Maurer Architecture	20229680	\$ 25,000.00
10-60-6200-5700-7400	Capital Outlay	Parks and Rec	McAdams	20229401	\$ 37,035.79
10-60-6220-5300-1301	Generator Fuel/Maint.	Parks and Rec	PowerSecure Inc	20218864-R1	\$ 649.96
10-60-6220-5300-3300	Supplies/Operations	Parks and Rec	Capital Promotions Inc	20229630	\$ 1,200.00
10-60-6220-5700-7400	Capital Outlay	Parks and Rec	Duffield Aquatics	20229662	\$ 3,699.72
					\$ 492,690.10

30-71-7220-5300-3300	Supplies/Operations	Water/Sewer	Core & Main LP	20229572	\$ 5,150.68
30-71-7220-5700-7400	Capital Outlay	Water/Sewer	Core & Main LP	20229440	\$ 47,644.60
					\$ 52,795.28
31-72-7230-5300-3300	Supplies/Operations	Electric	Wesco Receivables Group	20229523	\$ 5,261.00
31-72-7230-5700-7400	Capital Outlay	Electric	Piedmont Truck Center	20229179	\$ 150,000.00
31-72-7230-5700-7400	Capital Outlay	Electric	Versalift Southeast	20229245	\$ 11,276.50
31-72-7230-5700-7401	East River Electric Infrastructure	Electric	Wesco Receivables Group	20229273	\$ 27,569.74
					\$ 194,107.24

Total \$ 739,592.62

Attachment C

BUDGET AMENDMENTS
Sep-22

1. Revenue					
10-00-3900-3900-0000 Fund Balance Appropriation			<u>\$39,875.00</u>	<u>\$982,288.10</u>	<u>\$1,022,163.10</u>
Expenditure					
10-61-4110-5300-5710 Non-Departmental - Economic Development		25,000.00		11,899.00	36,899.00
10-61-4110-5300-5711 Non-Departmental - Public Library (HAC)		270,000.00		22,930.00	292,930.00
10-61-4110-5300-5712 Non-Departmental - S.H.A.R.P. Reimb		18,000.00		39,000.00	57,000.00
10-10-4200-5700-7400 Finance Dept. - Capital Outlay (Collection Window Chairs)		8,000.00		1,500.00	9,500.00
10-10-4900-5300-4501 Planning - C.S./Engineering Standards Manual		26,900.00		15,000.00	41,900.00
10-10-4900-5300-4502 Planning - Condemnation		0.00		48,000.00	48,000.00
10-20-5100-5300-1700 Police - Equip Maintain & Repair (Dell Marketing)		59,600.00		6,260.56	65,860.56
10-20-5100-5300-3100 Police - Vehicle Supplies(Mary Jacobs)		86,300.00		2,900.00	89,200.00
10-20-5100-5300-3300 Police - Supplies/Operations (American Uniform Sales)		85,150.00		835.00	85,985.00
10-20-5100-5300-3600 Police - Uniforms (Lawmens)		33,300.00		2,472.00	35,772.00
10-20-5100-5700-7400 Police - Capital Outlay - Performance Chrysler Jeep Dodge		0.00		134,786.48	134,786.48
10-20-5100-5700-7400 Police - Capital Outlay - Communications International		0.00		24,237.40	24,237.40
10-20-5300-5300-1700 Fire - Equipment Maint & Repair Batteries of NC)		40,000.00		2,569.20	42,569.20
10-20-5300-5300-3100 Fire - Vehicle Maintenance (Dana Safety Supply)		65,000.00		2,175.00	67,175.00
10-20-5300-5300-3100 Fire - Vehicle Maintenance (CW Williams & Co Inc)		65,000.00		1,480.00	66,480.00
10-20-5300-5300-3300 Fire - Supplies/Operations (Connections Public Sector Solutions)		65,000.00		1,802.62	66,802.62
10-20-5300-5300-3300 Fire - Supplies/Operations (FCB Visa)		65,000.00		1,700.97	66,700.97
10-20-5300-5300-3600 Fire - Uniforms (Atlantic Emergency Solutions)		52,500.00		9,500.00	62,000.00
10-60-5500-5300-3440 General Services - Appearance Commission		15,000.00		15,863.00	30,863.00
10-60-5500-5300-3440 General Services - Appearance Commission (Cutting Time Landscap		15,000.00		4,900.00	19,900.00
10-60-5500-5700-7400 General Services -Capital Outlay (Replacement Dump Truck)		5,000.00		60,000.00	65,000.00
10-60-5500-5700-7400 General Services -Capital Outlay (Christmas Lights)		5,000.00		5,000.00	10,000.00
10-30-5600-5300-7300 Streets - Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)		25,000.00		112,406.00	137,406.00
10-30-5600-5700-7400 Streets - Capital Outlay (195 Bridge Lighting)		16,500.00		93,000.00	109,500.00
10-30-5650-5700-7400 Garage - Capital Outlay (Griffin Garage Doors)		0.00		10,900.00	10,900.00
10-30-5700-5300-3300 Powell Bill - Supplies Operations (S.T. Wooten)		12,000.00		2,000.00	14,000.00
10-30-5700-5300-3300 Powell Bill - Supplies Operations (Blythe Construction)		12,000.00		2,000.00	14,000.00
10-30-5700-5300-3300 Powell Bill - Supplies Operations (Core & Maine LP)		12,000.00		2,802.12	14,802.12
10-30-5700-5300-3310 Powell Bill - Drainage (Hanson Aggregates Inc)		13,000.00		1,087.74	14,087.74

10-30-5700-5300-3310 Powell Bill - Drainage (Argos USA LLC)	13,000.00	1,823.32	14,823.32
10-30-5700-5700-7310 Powell Bill - Patch & Resurface (Tripp Brothers)	289,593.00	194,138.15	483,731.15
10-40-5800-5300-3100 Sanitation -Vehicle Supplies & Maint	80,000.00	632.49	80,632.49
10-40-5900-5300-3310 Stormwater - Drainage (Hanson Aggregates)	69,000.00	1,501.58	70,501.58
10-40-5900-5700-7400 Stormwater - Capital Outlay (Tracer Electronics)	0.00	12,600.00	12,600.00
10-60-6200-5300-4501 Parks & Rec - Service Contracts Maurer Architecture)	75,270.00	25,000.00	100,270.00
10-60-6200-5700-7400 Parks & Rec - Capital Outlay (McAdams)	109,500.00	37,035.79	146,535.79
10-60-6200-5700-7400 Parks & Rec - Capital Outlay (2 Pick-Up Trucks))	109,500.00	65,000.00	174,500.00
10-60-6220-5300-1301 SRAC - Generator Fuel/Maintenance (Powersecure Inc)	23,665.00	649.96	24,314.96
10-60-6220-5300-3300 SRAC - Supplies/Operations (Capital Promotions)	35,000.00	1,200.00	36,200.00
10-60-6220-5700-7400 SRAC - Capital Outlay (Duffield Aquatics)	91,500.00	3,699.72	95,199.72
		0.00	0.00
	<u>\$1,991,278.00</u>	<u>\$982,288.10</u>	<u>\$2,973,566.10</u>

To bring forward encumbrances from the 2021-2022 General Fund Budget to FY22-23

2. Revenue			
30-71-3900-3900-0000 Fund Balance Appropriation	<u>\$1,265,880.00</u>	<u>\$350,541.28</u>	<u>\$1,616,421.28</u>
Expenditures			
30-71-7220-5300-3300 Water Dist/Sewer Coll - Supplies/Operations	238,740.00	5,150.68	243,890.68
30-71-7220-5700-7400 Water Dist/Sewer - Capital Outlay (Work Truck)	171,700.00	35,000.00	206,700.00
30-71-7220-5700-7400 Water Dist/Sewer - Capital Outlay (Core and Main)	171,700.00	47,644.60	219,344.60
30-71-7220-5300-5710 Water Dist/Sewer Coll. - Economic Development	95,000.00	245,496.00	340,496.00
30-71-7220-5970-9101 Water Dist/Sewer Coll. - Transfer to W/S Cap Proj Fund	1,945,880.00	17,250.00	1,963,130.00
	<u>\$2,623,020.00</u>	<u>\$350,541.28</u>	<u>\$2,973,561.28</u>

To bring forward encumbrances from the 2021-2022 Water/Sewer Fund Budget to FY22-23

3. Revenue			
31-72-3900-3900-0000 Fund Balance Appropriation	<u>\$305,000.00</u>	<u>\$389,603.24</u>	<u>\$694,603.24</u>
Expenditures			
31-72-7230-5300-3300 Electric - Supplies/Operations	\$295,500.00	\$5,261.00	\$300,761.00
31-72-7230-5300-5710 Electric - Economic Development	0.00	195,496.00	195,496.00
31-72-7230-5700-7400 Electric - Capital Outlay (Piedmont Truck Center)	16,700.00	150,000.00	166,700.00
31-72-7230-5700-7400 Electric - Capital Outlay (Versalift Southeast)	16,700.00	11,276.50	27,976.50

31-72-7230-5700-7401 Electric - East River Electric Infrastructure (Wesco) 200,000.00
\$528,900.00 27,569.74
\$918,503.24

To bring forward encumbrances from the 2022-2022 Electric Fund Budget to FY22-23

4. Revenue

40-61-3900-3900-0000 Fund Balance Appropriation \$941.00

Expenditures

40-61-4100-5300-3400 J.B. George Projects 397.00

40-61-4100-5300-3410 J.P. George Projects 584.00

\$400.00 \$941.00

757.00 \$1,341.00

To bring forward encumbrances from the 2021-2022 J.B. George Fund Budget to FY22-23

VERIFIED: _____
M. Andy Moore, Mayor

VERIFIED: _____
Shannan Parrish, Town Clerk



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:

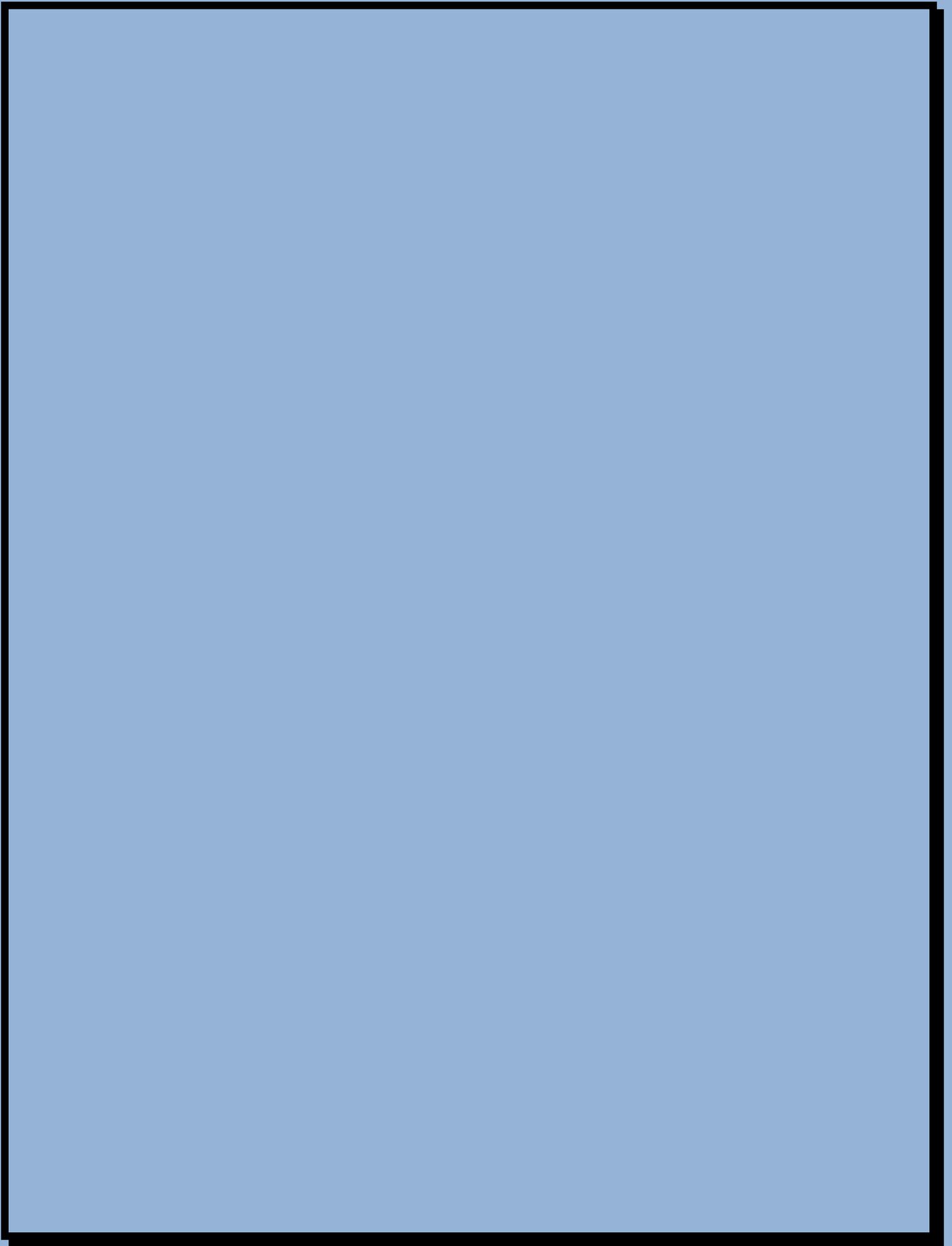
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician (2 positions)	PU – Electric	31-72-7230-5100-0200
Police Officer - Various (6 positions)	Police	10-20-5100-5100-0200
P/T Collections Assistant	PU – Electric	31-72-7230-5100-0200
Public Works Administrative Assistant	PW – Streets	10-30-5600-5100-0200
Sanitation Equipment Operator (3 positions)	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic (3 positions)	PU – Water/Sewer	30-71-7220-5100-0200
Water Plant Superintendent	PU – Water Plant	30-71-7200-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2022-2023 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
P/T Recreation Staff	P&R – Recreation	10-60-6200-5100-0210	\$10.00/hr.

Business Items





Request for Town Council Action

**Business ANX-22-
Item: 02
Date: 09/06/22**

Subject: Annexation Petition
Department: Planning & Administration
Presented by: Planning Director – Stephen Wensman
Presentation: Business Agenda Item

Issue Statement

Blue Line Aviation, LLC, has submitted a petition for a voluntarily satellite annexation of 14.43 acres to the Town of Smithfield.

Financial Impact

The annexation will add to the Town's tax base and will require the town to provide town services.

Action Needed

The Town Council is asked adopt Resolution No. 708 (17-2022) setting the date for the public hearing for October 4, 2022, on account of the Town Clerk having found the annexation petition sufficient.

Recommendation

Adopt Resolution No. 708 (17-2022)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Certificate of Sufficiency with responses
3. Resolution No. 708 (17-2022)



Staff Report

Business ANX-
Item 22-02

PETITION:

The Town of Smithfield received a petition from Blue Line Aviation, LLC for a voluntarily satellite annexation of 14.43 acres to the Town of Smithfield, located on Swift Creek Road across from the Johnston County Regional Airport with the PID#168509-05-2529.

The applicant is proposing a PUD Mixed Use development that would utilize town water and sewer.

SUFFICIENCY OF THE PETITION:

On August 2, the Town Council adopted Resolution 704 (13-2022) directing the Clerk to investigate the sufficiency of the petition. The Clerk has found the annexation petition sufficient.

ANNEXATION PROCEDURE:

Per NCGS 160A-58.2, the next step in the annexation process is to have the Council pass a resolution setting the date for the public hearing.

160A-58.2. Public hearing. *Upon receipt of a petition for annexation under this Part, the city council shall cause the city clerk to investigate the petition, and to certify the results of his investigation. If the clerk certifies that upon investigation the petition appears to be valid, the council shall fix a date for a public hearing on the annexation. Notice of the hearing shall be published once at least 10 days before the date of hearing.*

At the hearing, any person residing in or owning property in the area proposed for annexation and any resident of the annexing city may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If the council then finds and determines that (i) the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b), (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation (except those not required to sign by G.S. 160A-58.1(a)), (iii) the petition is otherwise valid, and (iv) the public health, safety and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation, the council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage. (1973, c. 1173, s. 2.)

Certificate of Sufficiency

Noncontiguous Annexation: Blue Line Aviation, LLC. (ANX-22-02)

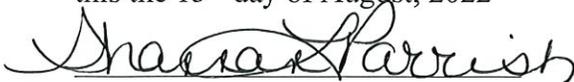
To the Town Council of the Town of Smithfield, North Carolina:

I, Shannan L. Parrish, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
2. The petition includes the names and addresses of all owners or real property lying in the area described therein.
3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield;
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield;
6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;
7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;
8. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 15th day of August, 2022



Shannan L. Parrish, Town Clerk



Certificate of Sufficiency

Non-contiguous Annexation: Blue Line Aviation, LLC. (ANX-22-02)

To the Town Council of the Town of Smithfield, North Carolina:

I, Shannan L. Parrish, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
 - **Attached hereto are the metes and bounds and map of the area**
2. The petition includes the names and addresses of all owners or real property lying in the area described therein.
 - **Attached hereto is the petition, a map from Johnston County GIS and information from the NC Secretary of State's Office proving the Managing Member.**
3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
 - **Attached hereto is the petition, a map from Johnston County GIS and information from the NC Secretary of State's Office proving the Managing Member.**
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield;
 - **Attached hereto is a map depicting the proposed satellite annexation is approximately 4,757 linear feet from the corporate Town limits of Smithfield**
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield;
 - **Attached hereto is a map depicting the proposed satellite annexation is approximately 7,458 linear feet from the corporate limits of the Town of Wilson's Mills**
6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;
 - **Attached hereto are statements from the Chief of Police and the Fire Chief indicating the Town will be able to provide the same services.**

7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;
 - **The satellite annexation site has a proposed subdivision, but all portions of the subdivision will be included in the proposed annexation area.**

8. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield.
 - **In Accordance with NCGS 160A-58.1 (b) (5):** *The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. This subdivision does not apply to the Cities of Belmont, Claremont, Concord, Conover, Durham, Elizabeth City, Gastonia, Greenville, Hickory, Kannapolis, Locust, Marion, Mount Airy, Mount Holly, New Bern, Newton, Oxford, Randleman, Roanoke Rapids, Rockingham, Sanford, Salisbury, Southport, Statesville, and Washington and the Towns of Ahoskie, Angier, Apex, Ayden, Benson, Bladenboro, Bridgeton, Burgaw, Calabash, Carthage, Catawba, Clayton, Columbia, Columbus, Cramerton, Creswell, Dallas, Dobson, Four Oaks, Franklin, Fuquay-Varina, Garner, Godwin, Granite Quarry, Green Level, Grimesland, Harrisburg, Holly Ridge, Holly Springs, Hookerton, Hope Mills, Huntersville, Jamestown, Kenansville, Kenly, Knightdale, Landis, Leland, Lillington, Louisburg, Maggie Valley, Maiden, Mayodan, Maysville, Middlesex, Midland, Mocksville, Morrisville, Mount Pleasant, Nashville, Oak Island, Ocean Isle Beach, Pembroke, Pine Level, Pollocksville, Princeton, Ranlo, Richlands, Rolesville, Rutherfordton, Shallotte, Siler City, Smithfield, Spencer, Spring Lake, Stem, Stovall, Surf City, Swansboro, Taylorsville, Troutman, Troy, Wallace, Warsaw, Watha, Waynesville, Weldon, Wendell, Wilson's Mills, Windsor, Yadkinville, and Zebulon.*

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 15th day of August, 2022



Shannan L. Parrish, Town Clerk



3149B SWIFT CREEK ROAD DESCRIPTION

A PARCEL OF LAND NOW OR PREVIOUSLY OWNED BY BLUE LINE AVIATION, LLC (DB 6090 PG 571) LOCATED IN THE TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE ON THE WESTERLY LINE OF SWIFT CREEK ROAD (SR #1501; 60 FOOT PUBLIC RIGHT OF WAY); SAID POINT BEING THE SOUTHERN MOST CORNER OF SAID LANDS OWNED BY BLUE LINE AVIATION, LLC;

THENCE N 49-13-59 W A DISTANCE OF 100.89 FEET TO AN IRON PIPE AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY RONNIE STEPHENS (DB 5194 PG 694);

THENCE N 48-51-54 W ON THE NORTHEASTERLY LINE OF SAID STEPHENS LANDS, A DISTANCE OF 226.82 FEET TO AN IRON PIPE AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY CMC REAL ESTATE (DB 5778 PG 880);

THENCE N 48-53-11 W ON THE NORTHEASTERLY LINE OF SAID CMC REAL ESTATE, A DISTANCE OF 338.42 FEET TO AN IRON PIPE AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY MESSENGILL RENTAL (DB 6072 PG 711);

THENCE N 48-50-31 W ON THE NORTHEASTLY LINE OF SAID MASSENGILL RENTAL, A DISTANCE OF 96.51 FEET TO AN IRON BAR;

THENCE N 63-19-20 W ON THE NORTHERLY LINE OF SAID MASSENGILL RENTAL, AND DCB BLDG, LLC (DB 5894 PG 278) A DISTANCE OF 602.90 FEET TO AN IRON PIPE AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY EMG PROPERTIES, LLC (DB 4542 PG 471);

THENCE N 63-18-15 W ON THE NORTHERLY LINE OF SAID EMG PROPERTIES LLC, A DISTANCE OF 695.95 FEET TO AN IRON PIPE ON THE EAST LINE OF SUNSET POINTE SUBDIVISION;

THENCE N 0-17-51 W ON THE EAST LINE OF SUNSET POINTE SUBDIVISION A DISTANCE OF 325.01 FEET TO AN IRON BAR AT THE INTERSECTION WITH THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OWNED BY BYRDS WHOLESALE INC (DB 1185 PG 278);

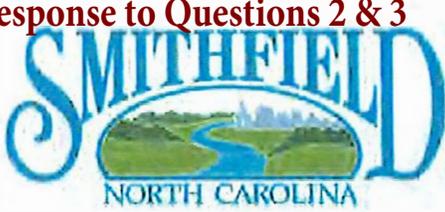
THENCE S 63-42-56 E A ON THE SOUTHERLY LINE OF SAID BYRDS WHOLESALE INC, A DISTANCE OF 1446.13 FEET TO AN IRON BAR;

THENCE S 50-21-23 E CONTINUING ON THE SOUTHERLY LINE OF SAID BYRDS WHOLESALE INC, A DISTANCE OF 740.40 FEET TO THE WEST LINE OF SWIFT CREEK ROAD;

THENCE ON THE WEST LINE OF SWIFT CREEK ROAD THE FOLLOWING 4 CALLS:

- (1) S 32-34-33 W A DISTANCE OF 40.76 FEET TO AN IRON BAR;
- (2) S 28-33-01 W A DISTANCE OF 66.55 FEET TO AN IRON BAR;
- (3) S 24-04-37 W A DISTANCE OF 61.71 FEET TO AN IRON BAR;
- (4) S 18-59-20 W A DISTANCE OF 156.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 628,567 SQUARE FEET, OR 14.43 ACRES MORE OR LESS.



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

Annexation Petition
 Submittal Checklist

<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:</p>			
<input checked="" type="checkbox"/>	<p>Electronic Word document of the written metes and bounds must be e-mailed to: Stephen.Weusman@smithfield-nc.com or Mark.Helmer@smithfield-nc.com.</p>		
<input checked="" type="checkbox"/>	<p>Boundary Survey to be recorded upon approval or an existing recorded plat showing the above written metes and bounds description of the property to be annexed. This document must be submitted electronically in .pdf format.</p>		
<input checked="" type="checkbox"/>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> <p>Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number (Z-__-__, etc.) or</p> </td> <td style="width: 50%;"> <p>Copy of Subdivision Plat submitted for lot recording approval with Town file number (S-____-__, etc.)</p> </td> </tr> </table>	<p>Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number (Z-__-__, etc.) or</p>	<p>Copy of Subdivision Plat submitted for lot recording approval with Town file number (S-____-__, etc.)</p>
<p>Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number (Z-__-__, etc.) or</p>	<p>Copy of Subdivision Plat submitted for lot recording approval with Town file number (S-____-__, etc.)</p>		
<input checked="" type="checkbox"/>	<p>Projected Market Value of Development at build-out (land and improvements).</p>		
<input checked="" type="checkbox"/>	<p>General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.</p>		
<input checked="" type="checkbox"/>	<p>This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines.</p>		
<p>Required, but often missing information. Please make sure to include the following:</p>			
<input checked="" type="checkbox"/>	<p>Correct Parcel Identification Number(s) (PIN). Call Johnston County Geographic Information Services at 919-989-5153, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for annexation is only a portion of an existing parcel.</p>		
<input checked="" type="checkbox"/>	<p>Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature MUST be filled in!</u></p>		
<input checked="" type="checkbox"/>	<p>Corporate Seal for property owned by a corporation.</p>		
<input checked="" type="checkbox"/>	<p>Exemption Application, if the property is currently outside Town of Smithfield.</p>		

Annexation Petition

(Submittal Deadlines)

Petitions for annexation are accepted by the Town of Smithfield Planning Department at any time. There is no fee required for submittal of an annexation petition. The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.

(The Town of Smithfield reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name
BLUE LINE AVIATION - Johnston County Expansion

Street Address
SWIFT CREEK RD (SEE PIN # Below for specific parcel)

Town of Smithfield Subdivision approval # (S-_____ - _____) or	Building Permit Transaction # _____ or	Site Plan approval # for multi-family (SP-_____ - _____)
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Johnston County Property Identification Number(s) list below

P.I.N. 168509-05-2529	P.I.N.	P.I.N.
P.I.N.	P.I.N.	P.I.N.

Acreage of Annexation Site 14.43	Linear Feet of Public Streets within Annexation Boundaries 0 (private)
-------------------------------------	---

Annexation site is requesting Town of Smithfield Water and/or Sewer **yes to both**

Number of proposed dwelling units
0

Type of Units: <small>Private school and related facilities</small>	Single Family <u>N/A</u>	Townhouse <u>N/A</u>	Condo <u>N/A</u>	Apartment <u>N/A</u>
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Building Square Footage of Non-Residential Space
Phase 1 = +/-40,000 sf; Future Phases = +/-90,000 sf; Total = 130,000 sf

Specific proposed use (office, retail, warehouse, school, etc.)
Private school and related facilities

Projected market value at build-out (land and Improvements) \$
\$1,184,000.00

Person to contact if there are questions about the petition
Patrick Byker

Name
Morningstar Law Group

Address
700 West Main Street 2nd Floor Durham, North Carolina 27701

Phone 919-590-0384	Fax # 919-882-8890	Email pbyker@morningstarlawgroup.com
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Annexation Petition

State of North Carolina, County of Johnston, Petition of Annexation of Property to the Town of Smithfield, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Smithfield, North Carolina. The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:

Contiguous to the present corporate limits of the Town Of Smithfield, North Carolina, or

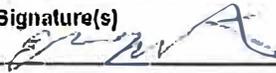
Not Contiguous to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967)

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

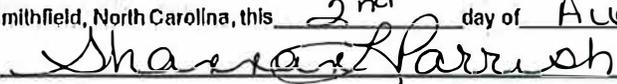
Signed this _____ day of _____, 20____ by the owners of the property described in Section C.

Owner's Signature(s)
 Signature  Date 3/24/22
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

Corporate Seal

Print owner name(s) and information
 Name Blue Line Aviation, LLC Phone 919-578-3713
 Address 31498 Swift Creek Road, Smithfield, NC 27577
 314A-B
 Name CRW Phone _____
 Address _____
 Name _____ Phone _____
 Address _____
 Name _____ Phone _____
 Address _____

Above signature(s) attested by

Received by the Town of Smithfield, North Carolina, this 2nd day of August 2022, at a Council meeting duly held.
 Signature of Town Clerk 

Limited Liability Company

Legal Name

Blue Line Aviation, LLC

Information

SosId: 1272157

Status: Current-Active ⓘ

Date Formed: 8/6/2012

Citizenship: Domestic

Annual Report Due Date: April 15th

Current Annual Report Status:

Registered Agent: Walters, Charles Ray, III

Addresses

Mailing

3149B Swift Creek Road
Smithfield, NC 27577

Principal Office

3149B Swift Creek Road
Smithfield, NC 27577

Reg Office

3149B Swift Creek Road
Smithfield, NC 27577

Reg Mailing

3149B Swift Creek Road
Smithfield, NC 27577

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

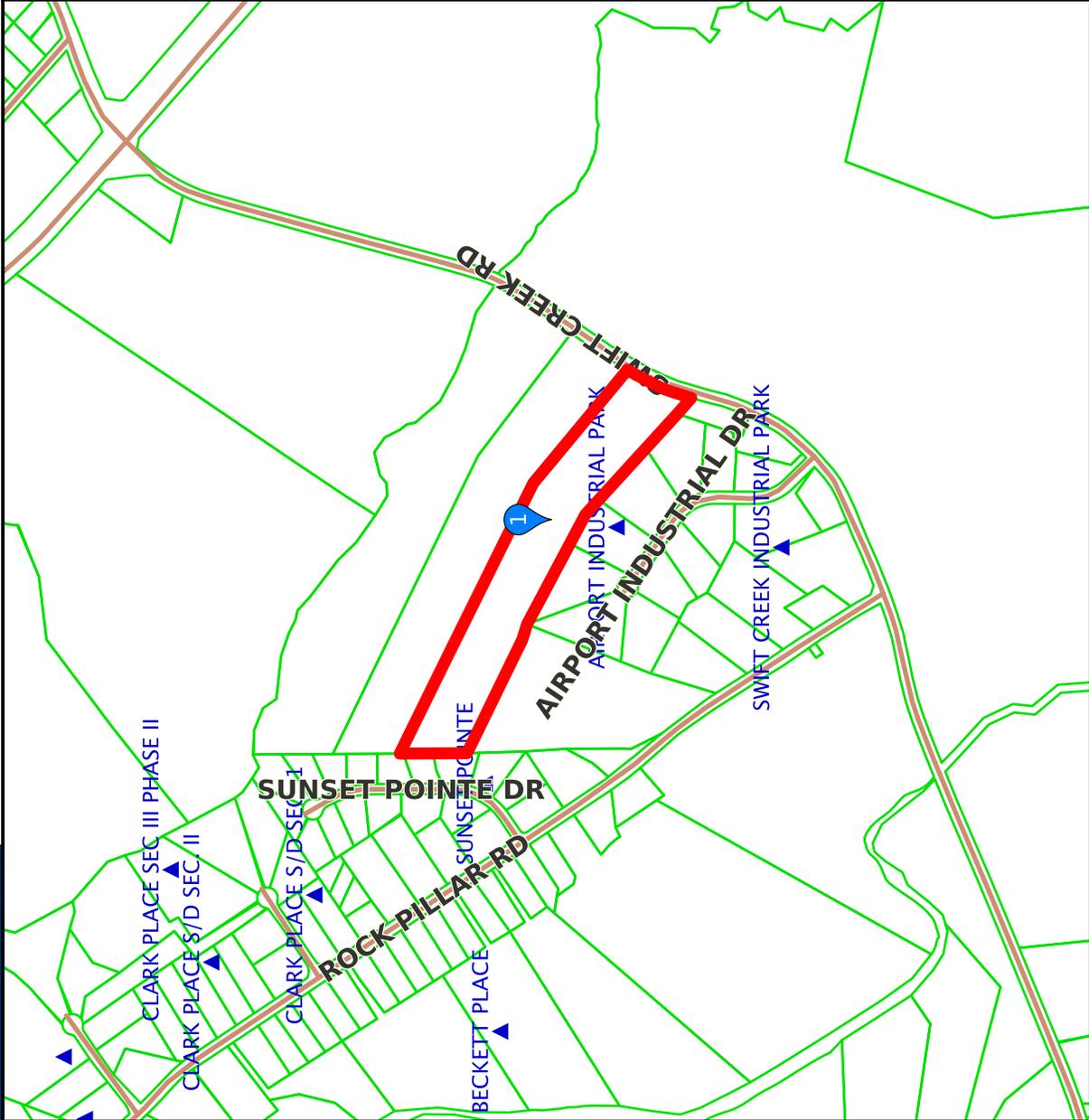
Managing Member

Charles Ray Walters , III
2200 Gateway Centre Blvd Ste 208
Morrisville NC 27560



*** DISCLAIMER ***

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



Result 1

id: 168509-05-2529
Tag: 15J08015B
NCPin: 168509-05-2529
Mapsheet No: 168509
Owner Name 1: BLUE LINE AVIATION, LLC
Owner Name 2:
Mail Address 1: 3149B SWIFT CREEK RD
Mail Address 2:
Mail Address 3: SMITHFIELD, NC 27577-6900
Site Address 1:
Site Address 2:
Book: 06090
Page: 0571
Market Value: 109990
Assessed Acreage: 14.430
Calc. Acreage: 14.282
Sales Price: 350000
Sale Date: 2021-10-26

Scale: 1:10060 - 1 in. = 838.33 feet

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



Response to Question 6

From: [RKPowell](#)
To: [Shannan Parrish](#)
Subject: RE: Statements needed for noncontiguous annexation of Blue Line Aviation
Date: Tuesday, August 16, 2022 11:54:31 AM
Attachments: [image001.png](#)

The police department will be able to provide the same services as are provided within its corporate limits.

From: Shannan Parrish <shannan.parrish@smithfield-nc.com>
Sent: Tuesday, August 16, 2022 10:54 AM
To: RKPowell <rkpowell@smithfieldpd.org>; Chief Michael Brown <michael.brown@smithfield-nc.com>; Ted Credle <ted.credle@smithfield-nc.com>
Subject: Statements needed for noncontiguous annexation of Blue Line Aviation

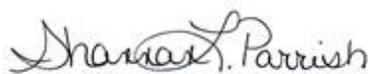
Gentlemen,

Good morning. While investigating the Certificate of Sufficiency for Blue Line Aviation, I will need statements from each of you responding to the following question

The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;

Your responses will be included in the September Agenda packet.

Thank you and Have a good day!



Shannan L. Parrish, MMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street
Smithfield, NC 27577
Phone: 919.934.2116 ext. 1108
Fax: 919.989.8937

“Somewhere inside of all of us is the power to change the world.” Roald Dahl

From: [Chief Michael Brown](#)
To: [Shannan Parrish](#)
Subject: RE: Statements needed for noncontiguous annexation of Blue Line Aviation
Date: Friday, August 19, 2022 9:57:45 AM
Attachments: [image001.png](#)

Shannon,

Good morning,

After assessing the response needs for the proposed area for the Blue Line Aviation Project, we have determined that the response distance from our headquarters station at 111 S Fourth Street is approximately 5.5 miles and is approximately 3.25 miles from Station 2 located at 1200 W Market Street respectively.

Based on the data collected, we have determined that the Smithfield Fire Department will be able to provide services comparable to the corporate limits.

Hope your having a great Friday

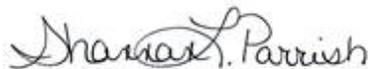
From: Shannan Parrish <shannan.parrish@smithfield-nc.com>
Sent: Tuesday, August 16, 2022 10:54 AM
To: RKPowell <rkpowell@smithfieldpd.org>; Chief Michael Brown <michael.brown@smithfield-nc.com>; Ted Credle <ted.credle@smithfield-nc.com>
Subject: Statements needed for noncontiguous annexation of Blue Line Aviation

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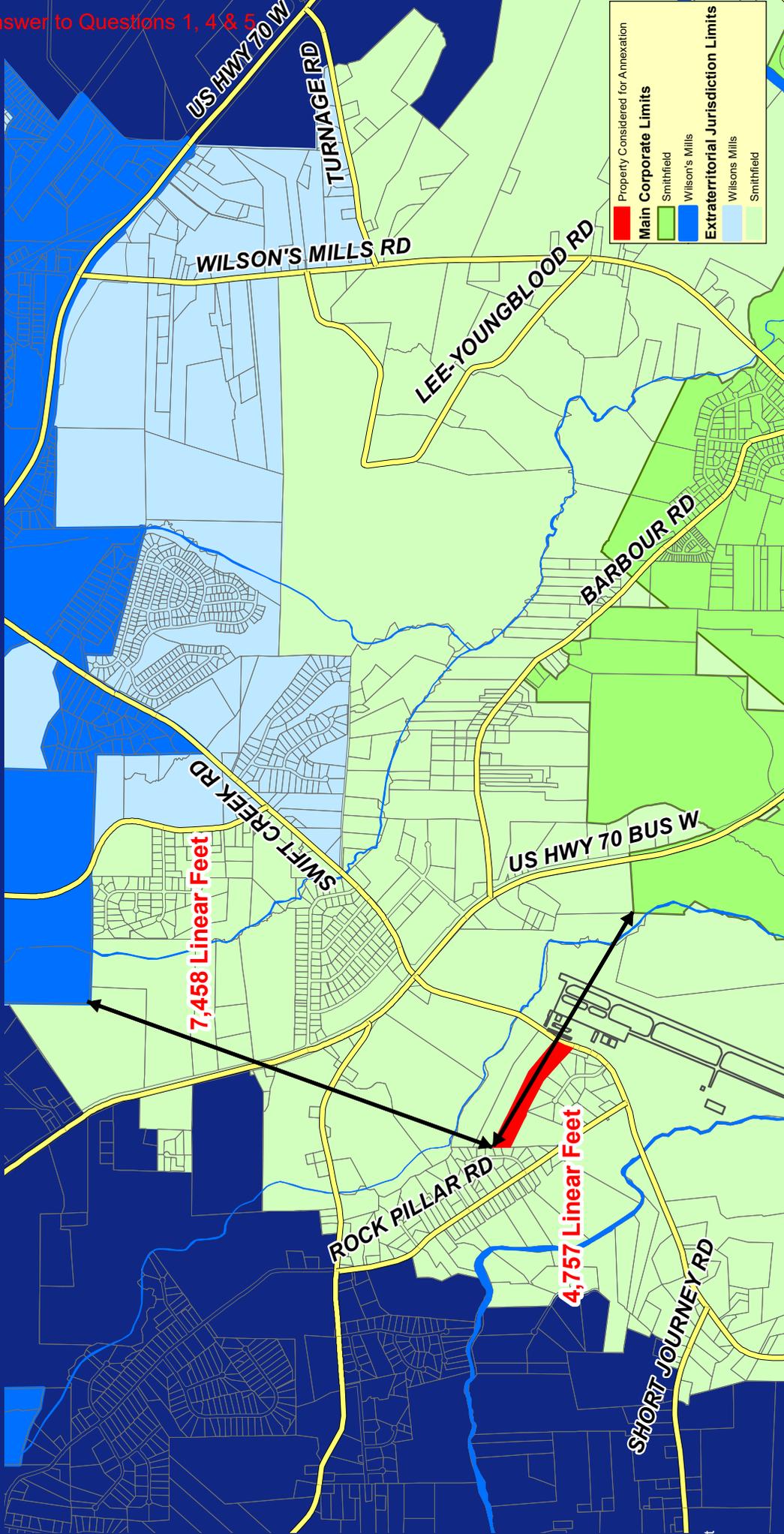
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Shannan L. Parrish, MMC, NCCMC
Town Clerk
Town of Smithfield
PO Box 761/ 350 East Market Street
Smithfield, NC 27577
Phone: 919.934.2116 ext. 1108

3000 Block of Swift Creek Road



File Number:
ANX-22-02

Project Name:
Blue Line Aviation LLC

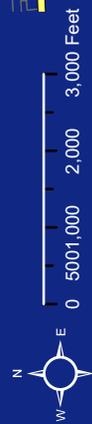
Location:
3000 Block of
Swift Creek Road

Tax ID#:
15J08015B

Developer:
Blue Line Aviation, LLC

Consultant:
Morning Star Law Group

Property Owner:
Blue Line Aviation LLC



Map created by
Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 8/23/2022

**TOWN OF SMITHFIELD
RESOLUTION No. 708 (17-2022)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.2**

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

WHEREAS, the Town Council has by Resolution No. 704 (13-2022) directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1: A public hearing on the question of annexation of the non-contiguous area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on October 4, 2022.

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

3149B SWIFT CREEK ROAD DESCRIPTION

A PARCEL OF LAND NOW OR PREVIOUSLY OWNED BY BLUE LINE AVIATION, LLC (DB 6090 PG 571) LOCATED IN THE TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE ON THE WESTERLY LINE OF SWIFT CREEK ROAD (SR #1501; 60 FOOT PUBLIC RIGHT OF WAY); SAID POINT BEING THE SOUTHERN MOST CORNER OF SAID LANDS OWNED BY BLUE LINE AVIATION, LLC;

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- (1) S 32-34-33 W A DISTANCE OF 40.76 FEET TO AN IRON BAR;
- (2) S 28-33-01 W A DISTANCE OF 66.55 FEET TO AN IRON BAR;
- (3) S 24-04-37 W A DISTANCE OF 61.71 FEET TO AN IRON BAR;
- (4) S 18-59-20 W A DISTANCE OF 156.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 628,567 SQUARE FEET, OR 14.43 ACRES MORE OR LESS.

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

Adopted this the 6th day of September, 2020.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Contract
Business Approval &
Agenda Budget
Item: Amendment
Date: 09/06/2022

Subject: Standard Details and Specifications Manual Update
Contract & Budget Amendment

Department: Planning and Finance

Presented by: Planning Director – Stephen Wensman

Presentation: Business Item

Issue Statement

The Council is respectfully requested to review the draft contract for the Standard Details and Specifications Manual Update and to approve a budget amendment.

Financial Impact

Approved Budgeted Amount for FY 2021-2022: \$30,000

Amount of Purchase/Bid/ Contract: \$39,700 (\$9,700 over budget to come from contingency)

Action Needed

To approve the contract for the Standard Details and Specifications Manual Update and approve the budget amendment.

Recommendation

Planning Staff recommends the Town Council approve the contract for the Standard Details and Specifications Manual Update and approve the budget amendment.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Standard Details and Specifications Manual Update Contract
3. Budget Amendment



Staff Report

**Business
Agenda
Item:** **Contract
Approval &
Budget
Amendment**

Overview:

The Town's Standard Details and Specifications Manual (Manual) were prepared in 2000 and are outdated and in need of an update. The standards are out of synch with the Town's Unified Development Ordinance (UDO), Fire Code and Engineering Best Practices. The Smithfield Utilities Department updated the Water and Sewer Standard Details and Specifications several years ago and these are not included in this update project. The Planning Department has been updating the UDO over the last several years, but has not submitted updates to Article 10, Performance Standards because they are linked to the Manual. Article 10 and the Manual should be updated together at the same time.

The Planning Staff had contacted several planning/engineering firms last year to get a ballpark estimate for the update work. The estimated cost received from one of the firms was around \$30,000 which was used and adopted by the Town Council in the Planning Department Budget.

A Request for Qualifications (RFQ) was submitted for the project at the beginning of this fiscal year. Of the 4-5 firms contacted and interested in the project, only KCI Associates, of NC (KCI) submitted qualifications. The others declined due to workload and staffing.

Contract:

KCI was selected for the project. Staff worked with the KCI to minimize the costs of the project by having the drawings and final document be prepared in-house by the Planning Department:

- Preparing the AutoCAD drawings of the details.
- Typing of final specifications.
- Planning Staff will present the final documents to Council.

KCI will review the existing standard details, except for water and sewer, and specifications for conformance with the Town's UDO, transportation plan, and the NC 2018 Fire Code. KCI will compare the Town's standard details and specifications to other communities and recommend additional items to be included. KCI will redline the current Town's specifications and detail drawings for the Town staff to edit. The project includes (4) virtual progress meetings would be held with Town staff based on a estimated 6 month time line for the project, which would begin after Town Council's approval of this contract in September 2022.

Deliverables include red lined standard drawings and specifications, including any additional details.

Financial Impact:

KCI's fee for the Services will be a lump sum of \$ 39,500 that will be invoiced monthly based on percentage of Services performed. KCI estimates an additional \$200 in direct expenses for printing, mailing and mileage. The total lump cost of the project, \$39,700, exceeds the budget by \$9,700. The Finance Director has prepared a budget amendment for the Council's consideration to fund the additional costs of the project. The \$9,700 would be paid for out of the Town's General Fund Contingency.



PROFESSIONAL SERVICES AGREEMENT

August 18, 2022

Town of Smithfield
350 E. Market Street
Smithfield, NC 27577

Mr. Stephen Wensman
Planning Director

Subject: Standard Details and Specifications Manual Update (“Project”)

KCI Associates of North Carolina, P.A. (“KCI”) is pleased to submit this professional services proposal (the "Proposal") to the Town of Smithfield (“Client”) for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A) and all other exhibits attached hereto. If this Proposal is accepted and executed by Client, then the General Provisions and other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI’s understanding of the Project is that KCI will review the existing standard details, except for water and sewer, and specifications for conformance with the Town’s UDO, transportation plan, and the NC 2018 Fire Code. KCI will compare the Town’s standard details and specifications to other communities, and recommend additional items to be included. KCI will redline the current Town’s specifications and detail drawings for the Town staff to edit.

Based on our initial kick off meeting the Town has provided approximately 82 pages of details and specifications to be reviewed and updated as part of this project. All water and sanitary sewer details and specifications have been previously updated and are not included in this project. Also

at the meeting it was discussed that three (3) virtual progress meetings would be held with Town staff based on a estimated 6 month time line for the project, which would begin after Town Council's approval of this contract in September 2022.

Deliverables include red lined standard drawings and specifications, including any additional details.

ASSUMPTIONS, EXCLUSIONS, AND CAVEATS

- AutoCAD drawings of the details are excluded.
- Typing of specifications are excluded.
- Review of the Town's edits based on KCI comments are excluded.
- All work relating to the Town's water and sanitary sewer are excluded.
- Public meetings and presentations are excluded.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be a lump sum of \$ 39,500.00 and will be invoiced monthly based on percentage of Services performed.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. Cost plus ten (10) percent for fees associated with the filing for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.
2. \$0.625 per mile for all automobile mileage associated with KCI's normal performance of the Services.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services will be approximately \$200.00.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with Town of Smithfield on the Standard Details and Specifications Manual Update Project. The KCI point of contact (“POC”) if you have questions about this Proposal, the General Provisions, or any other attachment is Brian Kraynak, Sr. Project Manager, who may be contacted at either 919-791-6948 or brian.kraynak@kci.com.

Respectfully,



Brian J. Kraynak, PE
Sr. Project Manager

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Associates of North Carolina, P.A.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18. NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Title

Date

EXHIBIT A

GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal
for the performance of Services by KCI as of the date of the executed Proposal.**

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or
- ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the

documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6. DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10. PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by KCI under this Agreement, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12. DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay its proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile

Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12. DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection

of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If Client has paid KCI in full pursuant to the terms of a termination for convenience, Client has the option within thirty (30) business days of the notice to terminate for convenience to request Services to resume provided KCI is given ten (10) business days written notice as to when Services shall resume and only after Client and KCI have agreed on the Services, schedule, and fee. If Client fails to resume the Services as provided herein, KCI shall have no obligation to resume the Services at any time thereafter.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of North Carolina, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of North Carolina. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4. STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12. DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client: Town of Smithfield
Name and Title: Stephen Wensman, Planning Director
Address: 350 E. Market Street, Smithfield, NC 27577
Telephone Number: 919-934-2116
Email Address: stephen.wensman@smithfield-nc.com

KCI:
Name and Title: Brian Kraynak, Sr. Project Manager
Address: 4025 Falls of Neuse Road, Suite 400, Raleigh NC, 27609
Telephone Number: 919-783-9214
Email Address: brian.kraynak@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contact information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of North Carolina, regardless of any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

KCI shall have the right, at its expense, to post prominently advertising signage at the location and on vehicles and equipment acknowledging KCI is providing services.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

BUDGET AMENDMENTS
September, 2022

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Expenditures			
10-00-9990-5300-0000 GF Contingency	\$ 275,000	\$ (9,700)	\$ 265,300
10-10-4900-5300-4501 Planning - Contract Services	<u>26,900</u>	<u>9,700</u>	<u>36,600</u>
	<u>\$ 301,900</u>	<u>\$ -</u>	<u>\$ 301,900</u>

To fund cost increase of Standard Specifications and Details Manual (AKA Engineering Standards)

Approved by the Smithfield Town Council this the _____ day of September, 2022

M. Andy Moore

ATTEST:

Shannan Parrish, Town Clerk



Request for Town Council Action

Business **Advisory**
Agenda **Board**
Item: **Appointments**

Date: 09/06/2022

Subject: Advisory Board Appointments
Department: General Government
Presented by: Town Clerk – Shannan Parrish
Presentation: Business Item

Issue Statement

The Town Council is asked to consider new appointment to the Historic Properties Commission and to also consider reappointments to the Library Board of Trustees and the Planning Board.

Financial Impact

Members the Planning Board are paid \$50 a month. These are budgeted in the Planning Department's annual budget.

Action Needed

The Town Council is asked to consider the following appointments: Elizabeth Temple to the Historic Properties Commission, Terri Lee to the Library Board of Trustees and Debbie Howard to the Planning Board.

Recommendation

Staff recommends approval of these appointments.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Elizabeth Temple – Board Application
3. Terri Lee – Board Application
4. Debbie Howard – Board Application



Staff Report

**Business Advisory
Agenda Board
Item Appointments**

Board Reappointment

Elizabeth Temple has submitted an application for consideration to be appointed to a first term on the Historic Properties Commission.

Terri Lee has submitted an application for consideration to be reappointed to a second term on the Library Board of Trustees.

Debbie Howard has submitted an application for consideration to be reappointed to a second term on the Planning Board as an In-Town Member.

Current Board vacancies are as follows:

- Appearance Commission – 1 position
- Historic Properties Commission – 5 positions
- Parks and Recreation Advisory Commission – 1 position and 2 High School representative positions
- Planning Board –1 In-Town Alternate position

From: noreply@smithfield-nc.com
To: [Shannan Parrish](#)
Date: Friday, June 3, 2022 6:48:24 AM

Name (Last, First, Middle Initial):
Temple, Elizabeth A.

Home Address:
904 Chestnut Drive, Smithfield, N.C. 27577

Business Name & Address:
Certified Teacher K-12, N.C.

Home Telephone:
919-934-7008

Mobile Telephone:
919-909-2556

Email:
etemple92@yahoo.com

Board which you are submitting an application:
Appearance Commission
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board (In-Town Resident)

Interests and Skills:
I have assisted and participated in many capacities related to these areas of interest. Thank you.

Recent Job Experiences:
Certified Teacher in N.C., current license, 1992-2022.

Civic or Service Organization Experience:
Salvation Army

Previous Town Board Experience:
I have attended past meetings and have met with members of the planning board.

Current Board/Committee Service:
NSDAR American Heritage chairman, past Chaplain NSDAR local chapter and musician

Why are you interested in serving on this Board/Commission/Committee?
I was an official candidate for Smithfield Town Council District 2 this May 17, 2022. Many people in the community have asked me to apply here and serve the town in these areas. I love my town, state and country and have lived here since 1970 the year I was born. Thank you.

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

NO

If "YES" to above question, please explain in the box below:

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council?

NO

If "YES" to above question, please explain in the box below:

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

Elizabeth Anne Temple, M.M.



Town of Smithfield
Board, Commission, or Committee
Application

Name: Lee Terri S

(Last) (First) (MI)
Home Address: 316 Rosewood Drive, Smithfield, NC 27577

Business Name & Address: Johnston Community College, PO Box 2350, Smithfield, NC 27577

Telephone Numbers: 919-917-8211 919-209-2125 919-917-8211
(Home) (Business) (Mobile)

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

9	Appearance Commission	9	Parks/Recreation Advisory Commission
9	Board of Adjustment In Town Resident	9	Planning Board In-Town Resident
9	Board of Adjustment ETJ Member	9	Planning Board ETJ Resident
9	Historic Properties Commission	9	Other: _____
9	Library Board of Directors	9	_____

Interests & Skills: Please see attached resume.

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

Recent Job Experiences: Please see attached resume.

Civic or Service Organization Experience: Please see attached resume.

Town Boards previously served on and year(s) served: PLJCS Board of Trustees 2013-2016

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

Why are you interested in serving on this Board/Commission/Committee? I believe the Library Board of Trustees is an excellent opportunity for me to use my skills and education in order to give back to my community.
As a young child, the PLJCS fostered my love of reading and books, and I would like to help others in my community achieve the same rewards from our public library.

Affirmation of Eligibility:

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

9 Yes 9 No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? 9 Yes 9 No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee. Further, I have received a copy of the Policy adopted 03-04-2008 and understand its contents.

Printed Name: Terri S. Lee

Signature:  Date: 08/07/2022

Return completed for to:

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

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

TERRI SUZANNE HOLSTON LEE, ED.D.

316 Rosewood Dr. • Smithfield, NC 27577 • (919) 917-8211 • terrislee@me.com

EDUCATION

Certificate, Business Analytics: Business Intelligence, Wake Technical Community College, July 2018.

Doctor of Education, Higher Education Administration, North Carolina State University, May 2012.

Dissertation title: *Right Here, Right Now: The Career Advancement of Generation X Female Mid-Level Administrators in Community Colleges in the Southeast.*

Master of Library and Information Studies, University of North Carolina at Greensboro, May 1999.

Bachelor of Arts in Education, Concentration in Secondary English Education, University of North Carolina at Chapel Hill, May 1995. Endorsement – Biology.

Additional graduate coursework in English at North Carolina A&T State University.

PROFESSIONAL EXPERIENCE

2019-
Present Adjunct Assistant Professor,
College of Education, Department of Educational Leadership, Policy, and Human
Development, North Carolina State University, Raleigh, NC.

- Serves on doctoral committees.
- Serves as a mentor in the NCSU Adult and Community College Education Ed.D. Executive Mentoring Program (since 2017).
- Co-taught EAC 788 Applied Qualitative Data Analysis with Dr. Diane Chapman, Fall 2019.
- Co-taught EAC 703 The Programming Process in Adult and Community College Education with Dr. Carrol Warren, Summer 2020.

2019-
Present Vice President of Institutional Effectiveness and Strategic Initiatives,
Johnston Community College, Smithfield, NC.

All of the same duties as previous position of Executive Director of Planning, Research, and Strategy position with the addition of:

- Develops, implements, and administers policies and procedures to provide assigned functions to the College.
- Supervises Institutional Effectiveness and Information Technology departments and personnel.
- Provides administrative oversight for the integration of technology with the college mission.
- Supervises the work of the Strategic Enrollment Management, Institutional Effectiveness, and Technology committees and any related subcommittees.
- Serves on the President's Administrative Council and the Culture, Diversity, Equity, Inclusion, and Belonging Alliance (CDEIB) as well as on various committees and task forces as requested.
- Designs, implements and maintains planning and accountability systems to support Institutional Effectiveness and accreditations at all levels.
- Prepares various reports responsive to the array of regulatory, accreditation and other external agencies and entities to which the College is accountable.
- Provides information to the full Board of Trustees and its related Committees.
- Develops divisional budget and manages the fiscal and human resources as assigned.

2012-
2019

Executive Director of Planning, Research, Effectiveness, and Strategy,
(former title: Director of Research and Institutional Effectiveness)
Johnston Community College, Smithfield, NC.

- Leads all aspects of institutional planning, assessment, accreditation, research, and effectiveness to include strategic planning and strategic enrollment management (SEM).
- Oversees the development, implementation, and ongoing evaluation of a comprehensive strategic enrollment management plan.
- Serves as the College's Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) liaison.
- Supervises the work of the Strategic Enrollment Management and Institutional Effectiveness committees and any related subcommittees.
- Supervises and provides direction for strategic planning.
- Provides analysis of planning, assessment and evaluation information and reports.
- Reviews internal and external requests for research; coordinates and serves as chair of the College's Institutional Review Board (IRB).
- Designs, implements, and reports research results related to strategic planning, enrollment management, institutional effectiveness, accreditations, accountability, policy review, and implementation of directives.
- Presents institutional effectiveness and enrollment management data to stakeholders and guides data-informed decision making related to data and trends.
- Researches and suggests processes, procedures, and software to support institutional research, effectiveness, assessment, and strategic enrollment management.
- Develops departmental budget and manages the fiscal and human resources as assigned.

2004-
2012

Director, Instructional Technology and Distance Education,
Johnston Community College, Smithfield, NC.

- Planned, supervised, and administered the daily operations of the Instructional Technology and Distance Education department; set priorities for completion of tasks; and supervised the progress and completion of projects.
- Set long-range and short-range goals for the Instructional Technology and Distance Education department including annual operational budgets for equipment and materials.
- Coordinated the development, implementation and evaluation of Internet courses, telecourses, and interactive television (ITV) courses with division and department heads.
- Compiled, analyzed, and reported enrollment, completion rates, grade distributions and related data for distance learning programs and courses.
- Interpreted and analyzed trends and developments in instructional technology and distance education and made recommendations to appropriate stakeholders.
- Conducted research and developed recommendations on College policies and procedures related to instructional technology and distance education.
- Taught online sections of ACA 111 – College Student Success course.
- Served as spokesperson for the College and point of contact for outside agencies regarding instructional technology and distance education.
- Worked with distance education vendors, NC Community College System Office, education coordinators, licensing affiliates, and others to procure instruction materials.
- Researched and recommended purchases of cutting edge software and hardware needs related to instructional technology and distance education.

2000-
2004

Librarian, Johnston Community College, Smithfield, NC.

- Connected library and information science with related fields and the college curriculum.
- Planned, developed, and taught library and information literacy instruction.
- Provided effective circulation services and training in circulation services and procedures, including reserves and media scheduling.
- Cataloged library materials in all formats using the most authoritative and technologically sound methods and practices.
- Collaborated with departmental faculty to assess effectiveness and strength of collection in assigned subject disciplines.
- Assisted with selecting, receiving, organizing, and cataloging books, multimedia, and other materials and equipment.
- Performed inventories of all library collections.
- Assisted with collection development, collection assessment, archiving and purging activities.
- Answered reference questions and recommended appropriate books and multimedia to students, faculty, staff and patrons.
- Assisted students, faculty, staff and patrons with use of public access catalog, Internet and other electronic information retrieval systems.
- Managed and resolved library hardware and software issues.
- Collaborated with departmental faculty to assess effectiveness and strength of collection in assigned subject disciplines.
- Investigated technologies that improved services and employed available instructional technology, when appropriate.

1999-
2000

Branch Librarian, Martin Memorial Library, Williamston, NC.

- Served as the director of a local municipal library within a regional system.
- Represented the library to the residents of the community and provided them with library materials and services.
- Duties included organizing and supervising all aspects of public services; assuming responsibility for local collection development and maintenance; hiring, evaluating, training and supervising staff of seven.
- Supported regional policies and procedures.
- Promoted library to the public.
- Planned, executed and marketed library programs.

1998-
1999

Technical Services Assistant, Carolina Population Center Library, Chapel Hill, NC.

- Assisted in selection and collection development.
- Placed orders, as appropriate for all categories of library materials.
- Maintained order file (Procite database).
- Used DRA Netcat software to prepare original cataloging records for Popcat, the CPC library catalog.
- Assisted in reference as needed.

- Spring
1999
- Intern, Durham Public Library, Durham, NC.
- Assisted with adult reference questions.
 - Led young-adult reading group.
 - Assisted with young-adult collection development.
- 1998
- Reference Librarian, Wayne County Public Library, Goldsboro, NC.
- Conducted reference interviews with library patrons to help connect them with appropriate resources.
 - Taught library patrons how to navigate the library catalog and databases.
 - Assisted with Interlibrary Loan (ILL) service.
- 1997-
1998
- Substitute Teacher, Johnston County Schools, Smithfield, NC.
- Managed a wide range of high school classes.
 - Fostered an environment conducive to learning and assisted students in understanding assignments.
- Summer
1996
- Teacher, Star-Biscoe Elementary School, Star, NC.
- Served as a teacher for the Beat-the-Heat Summer Program.
 - Tutored at-risk elementary students in reading skills.
- 1995-
1997
- Teacher, East Montgomery High School, Biscoe, NC.
- Taught sophomore and freshman English.
 - Presented educational material employing diverse teaching strategies designed to address a variety of learning styles, including lecture, discussion, demonstrations, etc.
 - Prepared lesson plans and crafted daily learning objectives.
 - Lessons included units in world literature, grammar, essay writing, skills for the North Carolina State Writing Test, etc.
 - Led the Pep Club and assisted with the Quiz Bowl.
- 1994-
1995
- Student Assistant, Davis Library, Catalog Management, Chapel Hill, NC.
- Edited bibliographic information in DRA library database.
 - Entered barcode information in library database.
 - Worked with card catalog and shelf list.
 - Shelved books.

PROFESSIONAL AFFILIATIONS/ACTIVITIES

- Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), 2012-Present.
 - Level Change Substantive Change Committee, Chair, Fall 2021.
 - On-Site Reaffirmation Committee, Quality Enhancement Plan Lead Evaluator, 2019.
 - On-Site Reaffirmation Committee, Member, 2018.
 - On-Site Reaffirmation Committee, Member, 2017.
 - On-Site Reaffirmation Committee, Quality Enhancement Plan Lead Evaluator, 2016.
 - On-Site Reaffirmation Committee, Member, 2015.
 - On-Site Reaffirmation Committee, Member, 2014.
- North Carolina State University Adult and Community College Education Ed.D. Executive Mentoring Program.
 - Mentor, 2017-Present.
- Community College Planning and Research Organization (CCPRO), 2012-Present.
 - Past President, 2016-2017.
 - President, 2015-2016.
 - President-Elect, 2014-2015.
- Association of Institutional Research, 2016-Present.
- North Carolina Association of Institutional Research (NCAIR), 2012-Present.
- North Carolina Community College System Excellence in Research and Analytics Initiative, 2015-2018.
 - Core Committee, 2015-2018.
 - Course Delivery Methods & Technology Research Team, 2015-2018.
- North Carolina Community College System Data Initiative, 2012-2015.
 - Faculty/Staff Focus Area Team, 2012-2015.
- North Carolina American Association of Women in Community Colleges (NCAAWCC), 2007-2010.
 - Membership Chair, 2008-2010.
- North Carolina Community College Association of Distance Learning (NC3ADL), 2004-2012.
 - Central Region Vice President, 2008-2010.
- North Carolina Distance Learning Alliance (NCDLA), 2004-2009.
 - Conference Planning Committee, 2006-2009.
- North Carolina Community College System Succession Planning Task Force, 2007-2008.
- Community College Libraries in North Carolina (CCLINC), 2000-2004.
 - District I Representative, 2002-2004.
 - Cataloging Subcommittee, 2002-2004.
- North Carolina Community College Library Resources Association (NCCCLRA), 2000-2004.
- North Carolina Library Association, 1997-2004.
- American Library Association (ALA), 1997-2002.
 - Association of College and Research Libraries, 1997-2002.
 - Community College and Junior College Libraries Section, 2000-2002.
 - Distance Learning Section, 2000-2002.
 - New Members Round Table (NMRT), 1997-2002.
 - NMRT *Footnotes* Committee, 2001-2002.
 - NMRT Resume Reviewing Committee - Co-chair, 2000-2001.
- Library and Information Studies Student Association, UNCG, 1997-1999.
 - President, 1998-1999.
- North Carolina Association of Educators, 1995-1997.

PUBLICATIONS

- Rudd, A., Lee, T., Harris, E. & Russell, A. (2012) *Best practices in development and dissemination of effective student evaluation of online and hybrid classes* (White paper). North Carolina Community College System: Raleigh, NC: Virtual Learning Community.
- Holston, T. S. (2001). [Review of the book *Library evaluation: A casebook and can-do guide* by D. P. Wallace and C. VanFleet]. *Reference & User Services Quarterly*, 41(1), 88.
- Holston, T. S. (2000). [Review of the book *The librarian's quick guide to internet resources* by J. L. Semenza]. *Reference & User Services Quarterly*, 39(3), 318.
- Holston, T. S. (1999). [Review of the book *Intronet : A beginner's guide to searching the internet* by J. Burke]. *Reference & User Services Quarterly*, 39(2), 209.

PRESENTATIONS

- Lee, T. (2019, June). *Leading Change Using Institutional Effectiveness Processes*. Session presented at the NCSU College of Education ELPHD Executive Leadership Program, Raleigh, NC.
- Lee, T. (2019, April). *Disaggregating Data to Paint an Enrollment Picture*. Session presented at the Wake Technical Community College Strategic Enrollment Management Symposium, Raleigh, NC.
- Lee, T. (2017, June). *Creating Geographic Enrollment Visualizations Using Tableau* Session presented at the Central Region Drive-In of the Community College Planning and Research Organization, Sanford, NC.
- Lee, T. (2016, December). *Engaging your institutional effectiveness committee in assessment and annual plan reviews*. Session presented at the annual meeting of the Southern Association of Colleges and Schools Commission on Colleges, Atlanta, GA.
- Lee, T., Boone, J., Ivey, T., & McCollough, B. (2016, June). *Federal requirement 4.1: What constitutes an expected threshold of acceptability?* Session presented at the Eastern Region Drive-In of the Community College Planning and Research Organization, Greenville, NC.
- Lee, T., O'Neill, D., Austin, S., & Howerton, T. (2012, November). *Am I done yet? Preparing the QEP presentation*. Presentation for the annual meeting of the Community College Planning and Research Organization, Greensboro, NC.
- Gant, S., Howard, D., & Lee, T. (2010, June). *Integrating technology & revision and keeping the course 'current.'* Session presented at the North Carolina State University Building Bridges for First Year Student Success Drive-In Conference, Raleigh, NC.
- Holston T. and von Briesen, D. I. (2007, May). *MMORPGs: What they are and what distance educators can learn from them*. Session presented at the annual meeting of the Distance Learning Alliance, Asheville, NC.
- Holston, T. (2005, July). *Campus Cruiser train-the-trainer*. Workshop presented at Wake Technical Community College, Fuquay Varina, NC.
- Holston, T. (2005, March). *Campus Cruiser train-the-trainer*. Workshop presented at Hillsborough Community College, Tampa, FL.

Rouse, L., Whisnant, J., Holston, T., & Little, S. (2004, November). *Cruisin' the connected campus*. Session presented at the League for Innovation Conference on Information Technology, Miami, FL.

Rouse, L., Whisnant, J., Holston, T., & Little, S. (2004, October). *Cruisin' the connected campus*. Session presented at the North Carolina Community College System Conference, Greensboro, NC.

SELECTED LEADERSHIP TRAINING

- Southern Association of Colleges and Schools Commission on Colleges Chair Training, 2019.
- Six Stages of Cultural Mastery, 2019.
- North Carolina Community College Leadership Program, 2017-2018.
- Supervising for Success, Johnston Community College, 2016-2017.
- Executive Leadership Program, North Carolina State University, Adult and Higher Education Department, 2008.
- Department Chairs Institute, North Carolina State University, Adult and Higher Education Department, 2007.
- Leadership in Higher and Community College Education, EAC 704, North Carolina State University, Adult and Higher Education Department, 2004.
- Leadership Johnston, Johnston County Area Chambers of Commerce, 2003-2004.

SELECTED COMMUNITY SERVICE

Parent Advisory Council member, Smithfield Middle School, 2021 – Present.

Parent Advisory Council member, South Smithfield Elementary School, 2016 – Present.

Board of Trustee member, Public Library of Johnston County and Smithfield (PLJCS), 2013 – 2017, 2019 - Present.

Vice Chairperson, 2015-2017.

Neuse River cleanup organizer, Neuse Riverkeeper Foundation, 2002-2012.

Johnston Community College Relay for Life Team, 2002-2006.

Co-Captain, 2003-2004.

SELECTED TECHNICAL COMPETENCIES

- | | | |
|---|--|---|
| ▪ Adobe Acrobat Professional | ▪ Ellucian Colleague | ▪ Qualtrics Online Survey Software (User & Administrator) |
| ▪ Adobe Photoshop | ▪ Entrisik Informer | ▪ Remark Office OMR Survey Software |
| ▪ Blackboard Learn (Instructor & Administrator) | ▪ Google Apps for Education Administration | ▪ SAS (Basic data preparation and analysis) |
| ▪ Camtasia/Snag It | ▪ Microsoft Office | ▪ SQL (Basic data preparation and analysis) |
| ▪ Anthology Enterprise IE Software – Accreditation, Planning, and Program Review Modules (User & Administrator) | ▪ Moodle (Instructor) | ▪ Tableau Visual Analytics (Prep & Desktop) |
| | ▪ NVivo Qualitative Data Analysis Software | |
| | ▪ Python (Basic data preparation and analysis) | |



Town of Smithfield
Board, Commission, or Committee
Application

Name: Howard Debbie E.

Home Address: 221 W. Woodlawn Dr. Smithfield NC 27577

Business Name & Address:

Telephone Numbers: 919-868-2649 (Home) 919-868-2649 (Mobile) debbie@carolinarealty-nc.com (Email)

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

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

Interests & Skills: Reading, Gardening, Real Estate

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

Recent Job Experiences: Real Estate Broker 23 years

Civic or Service Organization Experience: F.C. Bd of Realtors; MADD;

Town Boards previously served on and year(s) served: Town of Smith Planning (Current), Selma Town Council 1999-2013

Please list any other Boards/Commissions/Committees on which you currently serve: S.C. Planning Bd. (Current), Town of Smith Planning (Current)

Why are you interested in serving on this Board/Commission/Committee? I have enjoyed being a part of Smithfield's current direction of thought & see many possibilities in our future.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Debbie E. Howard

Signature: Debbie E. Howard

Date: 8-25-22

Return completed for to:

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

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



Request for Town Council Action

**Business
Agenda
Item:**
**Waste
Water
Capacity**
Date: 09/06/2022

Subject: Discussion of Future Wastewater Capacity
Department: Water & Sewer
Presented by: Town Manager – Michael Scott & Public Utilities Director – Ted Credle
Presentation: Business Item

Issue Statement

Smithfield has been party to a contract with Johnston County, Four Oaks, Selma and Pine Level for wastewater treatment and allocation since 1979. Johnston County is seeking to amend this contract so as to charge Smithfield, Selma, Four Oaks and Pine Level capacity fees for additional allocation in order to fund the new sewer plant currently under construction and to control future allocation for future development. The Council is asked to discuss these issues.

Financial Impact

The financial impact is unknown at this time, however sewer capacity charges consistent with the Johnston County fee schedule is \$11.00 per gallon of allocation.

Action Needed

Discuss the options to move the process forward.

Recommendation

The Council will have to act upon its own advice and that of the Town's Attorney.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. County Contract



Staff Report

Agenda
Item

Waste
Water
Capacity

In the 1970's the Town of Smithfield recognized the need for a regional wastewater system in order to provide services to outlying communities and to the County of Johnston. Several federal grant opportunities were available for wastewater plant expansion and improvements for areas that would regionalize their wastewater treatment.

Numerous public meetings were held during this time to discuss this issue and chart a path forward for regionalization. In 1979, the Town of Smithfield agreed to work with the Towns of Princeton, Four Oaks and Selma and the County of Johnston to regionalize the wastewater system, currently owned by the Town of Smithfield and a regional contract was signed by all parties. At this time, records reflect the wastewater plant was in good repair and only in need of expansion for future growth.

Smithfield sacrificed its ownership of the wastewater plant and relinquished it to Johnston County to move the regionalization efforts forward. Johnston County agreed to move forward with the regionalization effort by assuming ownership of the plant and in turn agreed contractually to,

"receive and transport wastewater from the Towns of Smithfield, Selma, Pine Level and Four Oaks and the West Smithfield Sanitary District; and from adjacent areas and environs which may be developed in the future, but which would not be served directly by Smithfield, Selma, Pine Level, Four Oaks or the West Smithfield Sanitary District wastewater systems."

While the validity of the existing contract remains in dispute, the Town understands the need for the new county sewer plant and the likelihood of its future expansion, as well as the means to pay for its construction and future constructional expansions. The Town's attorney has been working with the Town Attorney from Pine Level, Selma and Four Oaks and the County Attorney to work out an amended contract that will benefit all parties involved, secure the future sewer needs of all entities, while meeting the financial needs created by the new sewer plant. Smithfield's future growth is occurring in the present day and staff is recommending an agreement be reached which will not stymie or detract from the growth path Smithfield is currently experiencing while being fair to its developers and citizens.

NORTH CAROLINA

JOHNSTON COUNTY

DECLARATION OF JOINT VENTURE made this 13th day of Nov. 1979, among Units of government consisting of the COUNTY OF JOHNSTON, the TOWN OF SMITHFIELD, the TOWN OF SELMA, WEST SMITHFIELD SANITARY DISTRICT, the TOWN OF PINE LEVEL, and the TOWN OF FOUR OAKS;

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, hereinabove named units of government hereby enter into an agreement for the administration, construction, operation and maintenance of a wastewater facility hereinafter defined.

WHEREAS, P.L. 92-500, known as the Federal Water Pollution Control Act of 1972 has required the implementation of the best practicable waste treatment technology to be instituted by local governments on or before December 31, 1983; and

WHEREAS, pursuant to the provisions of Public Law 92-500, the units of government entering into this agreement made an area-wide study to determine the most "cost effective" means of wastewater treatment and collection. The study area known as the Smithfield-Selma 201 Wastewater Facilities Planning Area, hereinafter referred to as 201 Area, was formed to address wastewater needs of the area. The goals of the 201 Plan include, but are not limited to, the national water quality objectives to preserve and protect area water supplies, the preservation and enhancement of surface waters for recreation and fishing, identification and alleviation of local sewage problems, and provision for future growth of the area.

The 201 Plan was completed. Nine separate alternatives for wastewater collection and treatment were investigated and all units of government agreed on one Plan (Plan 1A in the 201 Study Plan), and all units of government adopted by resolution Plan 1A, copies of said resolution being attached hereto and incorporated herein by reference.

The joint venture by all units of government to this agreement adopted for implementation of the Plan provides for the County of Johnston, hereinafter referred to as County, to own, operate, and control the wastewater treatment plant, and all joint-use collection, interception and pumping facilities outside the existing municipal boundaries and the West Smithfield Sanitary District boundaries; and, further that the County is to own, operate, and control all joint use interception and pumping facilities lying within the municipal limits of any Town or the West Smithfield Sanitary District boundaries. Each municipality and the West Smithfield Sanitary District are to own, operate, and control its respective collection facilities.

The County shall arrange for local capital cost financing of the joint use facilities, with the users reimbursing the County for the costs. Users shall pay for all costs of operation, maintenance, and equipment replacement. The basic system will be financed and operated on a "user pay" basis, which incorporates flow rate and strength as the bases for determining unit cost.

The parties to this agreement selected Plan 1A to the exclusion of all other alternatives, and all parties to the agreement understand and accept that the basis for selection of this Plan to the exclusion of others was as follows:

1. Plan 1A offers lower annual costs for wastewater disposal to more units of government and agencies than any other plan.

2. Plan 1A will eliminate all discharges of treated effluent within the 201 Area upstream of the Smithfield Water Supply Intake, a regional water supply source. The only discharges to surface water in the 201 Area will be the regional plant discharge and two industrial "cooling water" discharges.

3. Plan 1A will consolidate operations and eliminate duplications of wastewater treatment plant operation for smaller units of government.

4. Plan 1A makes optimal use of the Smithfield area interceptors which have excess capacity and further makes optimal use of the Smithfield treatment facilities already in operation.

5. Plan 1A provides for singular responsibility for wastewater treatment, management and quality control of effluent.

6. Any required further improvements in effluent quality during the planning period can be more economically achieved by upgrading the system at one site, rather, than improvements to multiple systems.

Attached hereto and incorporated herein by reference are the resolutions by the County, all municipalities and the West Smithfield Sanitary District for adoption of Plan 1A under the 201 Study and adoption of the aforesaid administrative and financial arrangements for implementation of this Plan and the agreement to continue participation in the Plan.

The County of Johnston agrees as follows:

1. To own, operate, and control the wastewater treatment plant and all joint use collection, interception, and pumping facilities outside the municipal limits of each municipality joining in this Plan and the West Smithfield Sanitary District boundaries, in addition to all joint use interception and pumping facilities lying inside said units.

2. To serve as lead agency in implementing Plan 1A of the Smithfield-Selma 201 Wastewater Facility Plan.

3. To exercise best effort in obtaining grants from the Environmental Protection Agency and the State of North Carolina, for the construction of the first phase facilities under the Plan.

4. To finance the local capital costs share of the first stage wastewater facilities on the basis of the users of the facilities reimbursing the County for said capital expenditure with interest at a rate of five percent (5%) over a ten-year period.

5. To receive from the Town of Smithfield and thereafter, own, operate, and maintain the existing Smithfield Wastewater Treatment Plant, including a 34.25-acre site with a permanent easement and all improvements thereon for access to the property thereon and to, in turn, dedicate an easement through the site to the Town of Smithfield for access to the remainder of the Town's property in the vicinity.

6. To receive from the Town of Smithfield and thereafter own, operate, and maintain the existing 30-inch, 24-inch, 21-inch, and 15-inch interceptor lines which run along the Neuse River and Buffalo Creek from the existing treatment plant to the vicinity of U.S. 70A.

7. To receive from the Town of Smithfield and thereafter own, operate, and maintain the existing 15-inch/12-inch Wilson Street interceptor

which runs from the existing wastewater treatment plant to the intersection of Crestview Drive and Heath Street.

8. To receive from the Town of Smithfield and thereafter own, operate, and maintain the existing Buffalo Creek pumping station, located north of the Smithfield water plant, including a 0.22-acre site and all improvements thereon and an access easement on North Second Street extension in the Town of Smithfield to the station.

9. To receive from the Town of Smithfield and thereafter own, operate, and maintain the existing 10-inch Buffalo Creek force main and easements therefor, which runs from the Buffalo Creek Station along Buffalo Creek to the upstream terminus of the existing 24-inch Neuse River interceptor at the now abandoned water plant on Front Street in the Town of Smithfield.

10. To receive from the Town of Selma and thereafter own, operate, and maintain the existing Selma wastewater treatment facility, southwest of Town, including a 4.83-acre site, and all improvements thereon and to receive an easement from Noble Street, also known as State Road 1900, to the site for permanent access by the County.

11. To receive from the Town of Selma and thereafter own, operate, and maintain the existing 18-inch interceptor which run along the access road to the existing Selma Treatment Facility and the 15-inch Noble Street interceptor and easements therefor which run along Noble Street from Sharp Street to the existing 18-inch interceptor.

12. To acquire all additional tracts of land, access easements and utility easements required for construction of the approved facilities proposed in the first phase of Plan 1A under the Smithfield-Selma 201 Wastewater Facilities Plan.

13. To construct all improvements proposed in the first phase of Plan 1A under the Smithfield-Selma 201 Wastewater Facilities Plan.

14. To receive and transport wastewater from the Towns of Smithfield, Selma, Pine Level, and Four Oaks; and the West Smithfield Sanitary District; and from adjacent areas and environs which may be developed in the future, but which would not be served directly by the Smithfield, Selma, Pine Level, Four Oaks, or the West Smithfield Sanitary District wastewater systems.

15. To treat and discharge the aforesaid wastewaters in accordance with the requirements of the NPDES Discharge Permit to the best of the County's ability.

16. To operate the aggregate joint use wastewater facilities on a user-pay basis; to charge Smithfield, Selma, Pine Level, Four Oaks, the West Smithfield Sanitary District and other users (not charged by the aforesaid entities) for the service of receiving, transporting, treating, and discharging wastewater.

17. To meter or otherwise determine the quantity of wastewater from the users of the system in the manner outlined in the 201 Plan.

18. To periodically (at least quarterly) determine the quality of wastewater from the bulk users of the facility.

19. To conceive, adopt, and implement a fair and equitable system of user charges which shall be based on the quality and quantity of wastewater received, and the direct and indirect costs involved in transporting and treating said wastewaters. Charges shall include, but not be limited to, cost of labor, administration, energy, water, vehicle transportation, training, equipment repair, and equipment replacement, materials, supplies, and chemicals, and reimbursement payments to the County for the debt service on local cost and the Town of Smithfield outstanding bonds on the joint use facilities as hereinafter provided.

It is understood that the cost of transporting and treating non-excessive infiltration and inflow remaining in joint use interceptors shall be shared proportionately by the respective users of said facilities. The quantity of non-excessive infiltration and inflow remaining in joint-use interceptors shall be determined at least annually.

20. To maintain a cash reserve fund for emergency repairs to equipment and facilities which exceed \$5,000.00 at any one occurrence. The amount of the fund shall not be less than \$50,000.00 for each year's operation.

21. To prepare a schedule of charges by May 1 of each year for the upcoming fiscal year (July 1 through June 30) and to review the charges annually on the basis of the past year's experience and estimated costs for the coming year, and to adjust charges, if required, annually or more frequently (but not greater than quarterly) if required due to extraordinary costs.

22. To invoice each user by the 15th day of the month for the previous month's services. Invoices shall show base charges and industrial cost recovery charges.

23. To implement an industrial cost recovery system in accordance with the requirements of P.L. 92-500 and P.L. 95-217. The I.C.R. system shall be compatible with the I.C.R. systems adopted by Smithfield, Selma, Pine Level, Four Oaks, and (if required) West Smithfield Sanitary District.

24. To reimburse the Town of Smithfield for the outstanding sewer bonds on the existing joint use facilities transferred to the County. Reimbursements are to be made over a 20-year period with interest at 6% and in accordance with the attached schedule.

25. To contract with the Town of Smithfield on an annual basis for operation and maintenance for the wastewater treatment facilities and improvements, the aforesaid 30-inch, 24-inch, 21-inch, and 15-inch interceptors; the new parallel 18-inch Neuse River interceptor and 6-inch force main; the 24-inch Buffalo Road interceptor and the Buffalo Creek pumping station and improvements; existing 10-inch force main and new parallel 6-inch force main along Buffalo Creek.

26. To contract with the Town of Selma on an annual basis for operation and maintenance of the new Selma Equalization and Pumping Facilities; the new 12-inch force main from the equalization and pumping facilities to the upstream terminus of the new 24-inch Buffalo Road interceptor; the aforesaid 18-inch and 15-inch interceptors; and the new parallel 21-inch Noble Street interceptor.

27. To reimburse the Towns of Smithfield and Selma for cost of operation and maintenance on a monthly basis in 12 equal monthly installments for each year's budget. Payments are to be made by the 15th day of the month for the prior month's service.

28. To prepare, adopt, and implement a sewer use ordinance which will be (to the extent possible) compatible with those of the Towns of Smithfield, Selma, Pine Level, and Four Oaks; and West Smithfield Sanitary District. The ordinance will apply to all users, not served by either Smithfield, Selma, Pine Level, Four Oaks, or the West Smithfield Sanitary District.

The Town of Smithfield pursuant to a duly-adopted ordinance agrees as follows:

1. To participate in Plan 1A of the Smithfield-Selma 201 Wastewater Facilities Plan which has been previously adopted by the Town of Smithfield, together with the County of Johnston in serving as lead implementing agency for the Plan; to transfer to the County of Johnston all units hereinabove accepted by the County of Johnston which shall own, operate, and control the wastewater treatment plant and all joint use collection, interception and pumping facilities outside the municipal limits of Smithfield; in addition to all joint use interception and pumping facilities lying within the Town of Smithfield limits; the County of Johnston being responsible for the construction of all joint use wastewater facilities, improvements and the financing of the local capital cost of the first phase facilities on the basis that the users of the facilities reimburse the County for said capital expenditures with interest at a rate of five percent over a 10-year period; and with the County of Johnston operating facilities on a user-pay basis.

2. To transfer to the County of Johnston the existing Smithfield wastewater treatment plant, including a 34.26-acre site and all improvements thereon, and to transfer to the County a permanent easement for access to the property from Huntly Street in the Town of Smithfield, said transfer to be completed on or before startup of the new facilities.

3. To transfer to the County the existing 30-inch, 24-inch, 21-inch, and 15-inch interceptor lines which run along the Neuse River and Buffalo Creek from the existing treatment plant to the vicinity of U.S. 70A and the 15-inch /12 inch Wilson Street interceptor which runs from the existing treatment plant to the intersection of Crestview and Heath Street, after completing required rehabilitation of the interceptors for removal of excessive infiltration and inflow. Said transfer for all lines up to Buffalo Road (S.R. 1003) to be completed on or before wastewater is received from the Selma area. For the 21-inch and 15-inch interceptor lines which extend from Buffalo Road to U.S. 70A, the transfer shall be completed prior to the time the wastewater from the Town of Pine Level is discharged into same. For the 15-inch/12-inch Wilson Street interceptor, the transfer shall be completed prior to the time the wastewater from the Town of Four Oaks is discharged into same.

4. To transfer to the County of Johnston the existing Buffalo Creek Pumping Station north of the Smithfield Water Plant, including a 0.22-acre site and all improvements thereon and a permanent access easement from North Second Street Extension to the station. Said transfer to be effective on or before startup of the facilities.

5. To transfer to the County of Johnston the existing 10-inch Buffalo Creek force main and easements therefor, which run from Buffalo Creek station along Buffalo Creek to the upstream terminus of the existing 24-inch Neuse River interceptor at the now abandoned water plant on Front Street, said transfer to be completed on or before start-up and beneficial use of the facilities.

6. To operate, maintain and repair the aforesaid facilities at its own costs until construction of the first stage of the wastewater facilities improvements under the plan are completed and accepted and wastewater is diverted into the system from the Selma area.

7. To prepare, adopt, and implement an industrial cost recovery system in accordance with E.P.A. requirements therefor, and meeting the approval of the County of Johnston.

8. To update the existing sewer use ordinance in accordance with the requirements of the County of Johnston and implement the same on or before January 1, 1980.

9. To prepare, adopt, and implement a user charge system based on quality and quantity of wastewater meeting the approval of E.P.A. The I.C.R. provisions of the user-charge system shall meet the approval of County.

10. To pay the County of Johnston within 15 days after receipt of an invoice for receiving, transporting, treating, and discharging wastewater from the Smithfield sewer system. The invoice shall be based on the wastewater flow quantity and quality and determined in the manner outlined in the 201 Plan.

11. To retire the outstanding sewer bonds from the existing aforesaid wastewater facility to be transferred to the County of Johnston.

12. To contract with the County of Johnston on an annual basis for operation and maintenance of the wastewater treatment plant and improvements, the aforesaid 30-inch, 24-inch, 21-inch, 15-inch and 15-inch/12-inch interceptors, the new parallel 18-inch Neuse River interceptor and 8-inch force main; the 24-inch Buffalo Road interceptor; the Buffalo Creek pumping station and improvements; the existing 10-inch Buffalo Creek force main and the new parallel 6-inch Buffalo Creek force main.

13. To institute an accounting system to separately account for all costs relating to operation, maintenance, and replacement of the joint use facilities for which the Town would contract with the County of Johnston for operation and maintenance and to implement said cost accounting system on or before July 1, 1979.

To prepare an annual budget for the costs of operation, maintenance, and replacement of said joint use facilities and submit the same to the County by April 1 of each year.

To prepare an audit of all costs of operation, maintenance, and replacement of the aforesaid joint use facilities and submit to the County by November 30 of each year.

14. To provide sewer taps to all potential customers, requesting sewer service which lie within the legal and/or contractual jurisdictional limits of the municipality, provided the potential customer is situated within a reasonable distance of an existing gravity sewer line and gravity service can be provided to said customer. In event said customer is not provided water by the Town, then the Town shall require the customer to install at his own cost an approved water meter on his individual well system and grant the Town access to read the meter for sewer billing purposes. Tap-on charges shall be in accordance with the Town's effective ordinances.

15. To dissolve the existing wastewater contract with the West Smithfield Sanitary District effective the date the first stage wastewater facilities improvements are accepted and wastewater is diverted from the Selma area into the County's facilities.

COUNTY OF JOHNSTON

BY:


Norman C. Denning, Chairman

Johnston County Board of Commissioners

ATTEST:


Eleanor N. Creech, Clerk

TOWN OF SMITHFIELD

BY: Robert F. Wallace

ATTEST:

Robert E. Plouffe Jr
Clerk

TOWN OF SELMA

BY: James E. Beedin

ATTEST:

Pauline Smith
Clerk

TOWN OF PINE LEVEL

BY: Gordon L. Golwin

ATTEST:

Aiken Walters
Clerk

TOWN OF FOUR OAKS

BY: Frederic L. Lombard

ATTEST:

Judy S. Hensley
Clerk

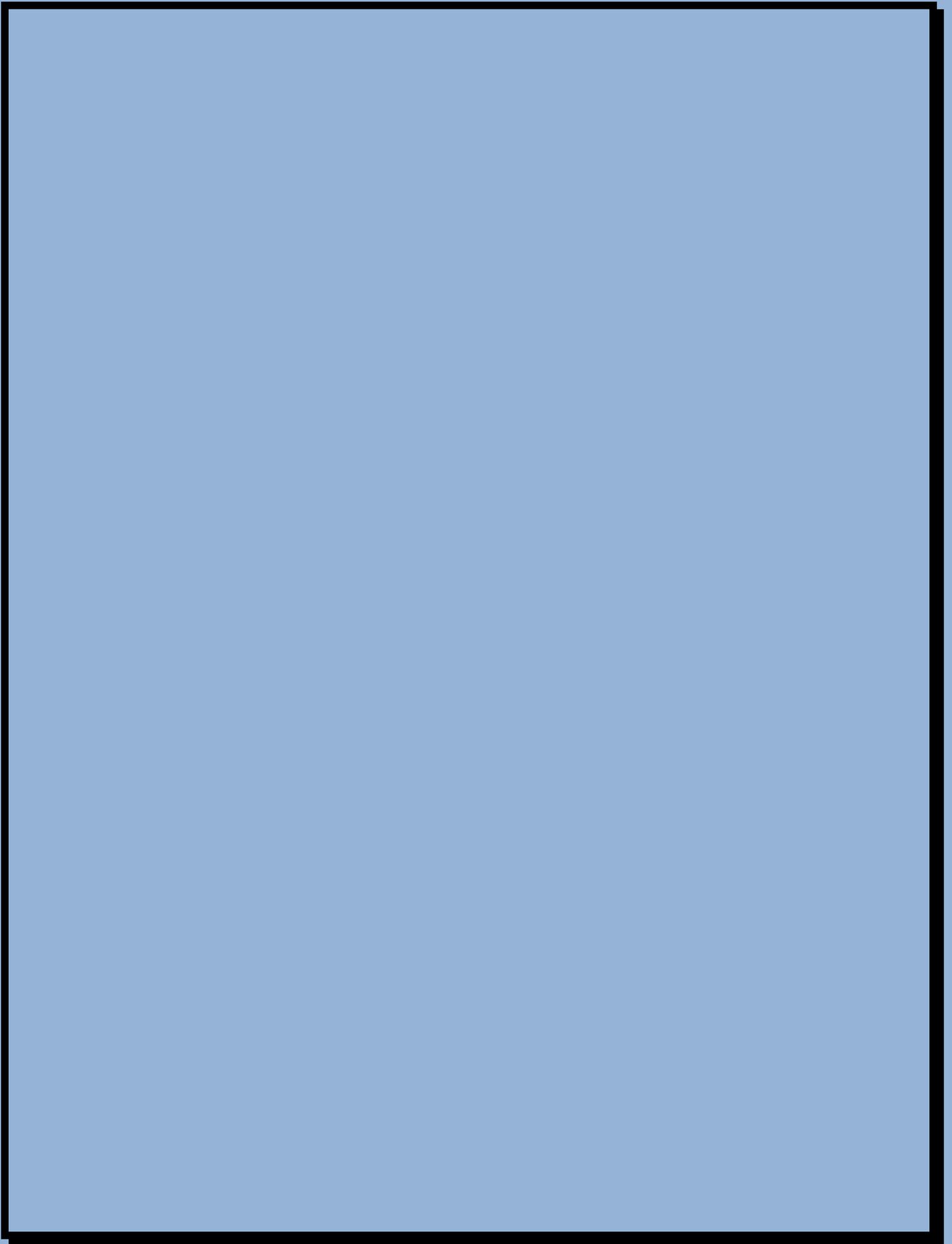
WEST SMITHFIELD SANITARY DISTRICT

BY: W. B. Stuckland

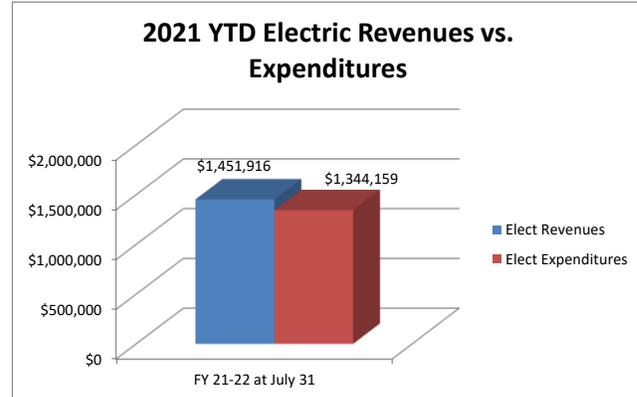
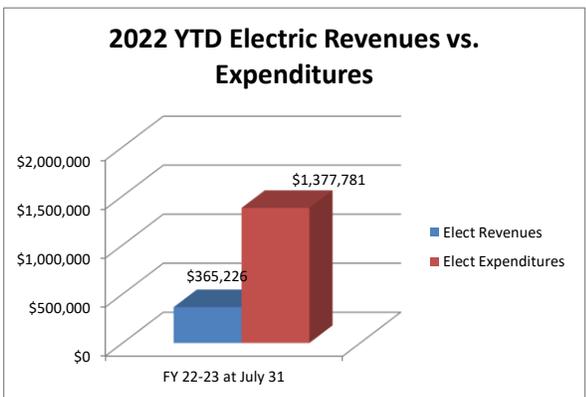
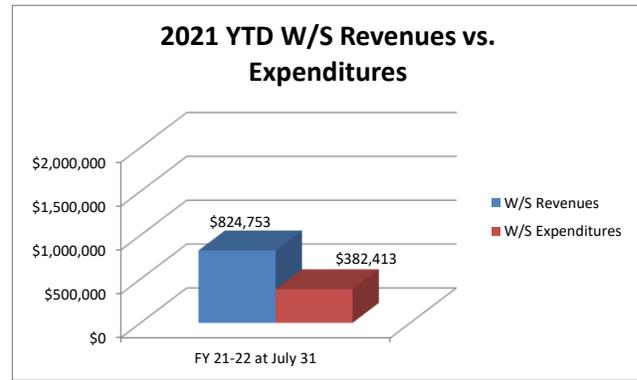
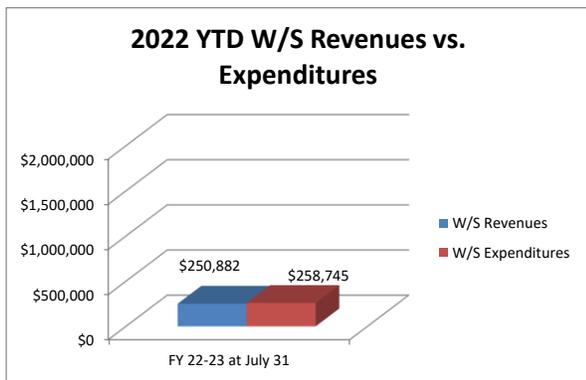
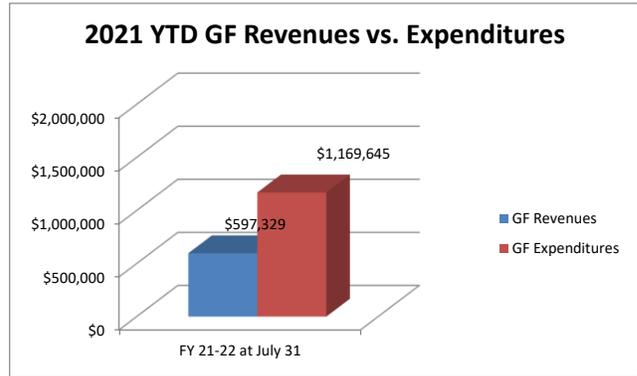
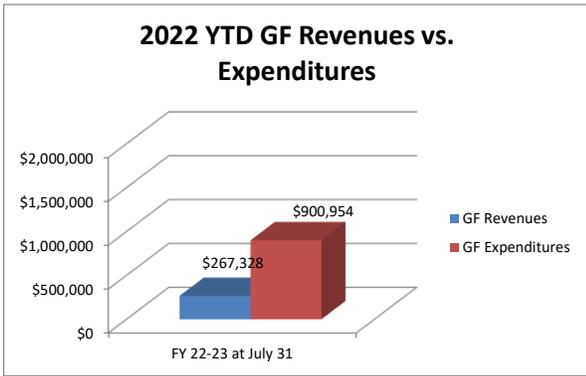
ATTEST:

Henry H. Whitley
Clerk

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
July 31, 2022
Gauge: 1/12 or 8.33 Percent

GENERAL FUND

	Frequency	Actual to Date	Budget	Actual to Date
		FY '21-22	FY '22-23	FY '22-23
Revenues				
Current & Prior Year Property Taxes	Monthly	\$ 1,620	\$ 6,861,000	\$ 11,785
Motor Vehicle Taxes	Monthly	59,624	700,000	63,775
Utility Franchise Taxes	Quarterly	-	960,000	-
Local Option Sales Taxes	Monthly	273,804	3,040,000	-
Aquatic and Other Recreation	Monthly	77,991	695,000	92,331
Sanitation (Includes Penalties)	Monthly	112,411	1,475,040	32,243
Grants		-	87,500	-
All Other Revenues		71,879	1,558,470	67,195
Loan Proceeds			-	
Transfers (Electric and Fire Dist.)		-	460,150	-
Fund Balance Appropriated		-	39,875	-
Total		\$ 597,329	\$ 15,877,035	\$ 267,328
Expenditures				
General Gov.-Governing Body		\$ 50,197	\$ 445,435	\$ 21,463
Non Departmental		163,715	1,610,220	119,499
Debt Service		188,054	448,888	188,054
Finance		7,055	151,240	6,422
IT		-	187,125	4,836
Planning		23,723	374,235	14,253
Police		303,608	4,391,405	187,511
Fire		139,559	2,491,720	128,973
EMS		-	-	-
General Services/Public Works		36,134	613,170	25,224
Streets		28,360	516,375	30,400
Motor Pool/Garage		9,128	113,245	4,608
Powell Bill		724	355,318	19
Sanitation		66,107	1,560,760	74,404
Stormwater		-	157,290	501
Parks and Rec		61,925	992,110	49,949
SRAC		89,415	1,140,929	43,653
Sarah Yard Center		1,941	52,570	1,185
Contingency		-	275,000	-
Appropriations/Contributions		-	-	-
Total		\$ 1,169,645	\$ 15,877,035	\$ 900,954

YTD Fund Balance Increase (Decrease)

- -

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date
	FY '21-22	FY '22-23	FY '22-23
Water Charges	\$ 255,500	\$ 2,870,000	\$ 54,207
Water Sales (Wholesale)	136,946	\$ 2,000,000	59,337
Sewer Charges	416,110	4,505,000	96,793
Penalties	3,944	55,000	4,450
Tap Fees	1,395	24,000	-
Other Revenues	10,858	112,650	36,095
Grants	-	30,000	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	1,265,880	-
Total	<u>\$ 824,753</u>	<u>\$ 10,862,530</u>	<u>\$ 250,882</u>

Expenditures	Actual to Date	Budget	Actual to Date
	FY '21-22	FY '22-23	FY '22-23
Water Plant (Less Transfers)	\$ 140,552	\$ 2,216,765	\$ 89,893
Water Distribution/Sewer Coll (Less Transfers)	241,861	4,964,830	168,852
Transfer to General Fund	-	117,640	-
Transfer to W/S Capital Proj. Fund	-	2,345,880	-
Debt Service	-	967,414	-
Contingency	-	250,001	-
Total	<u>\$ 382,413</u>	<u>\$ 10,862,530</u>	<u>\$ 258,745</u>

ELECTRIC FUND

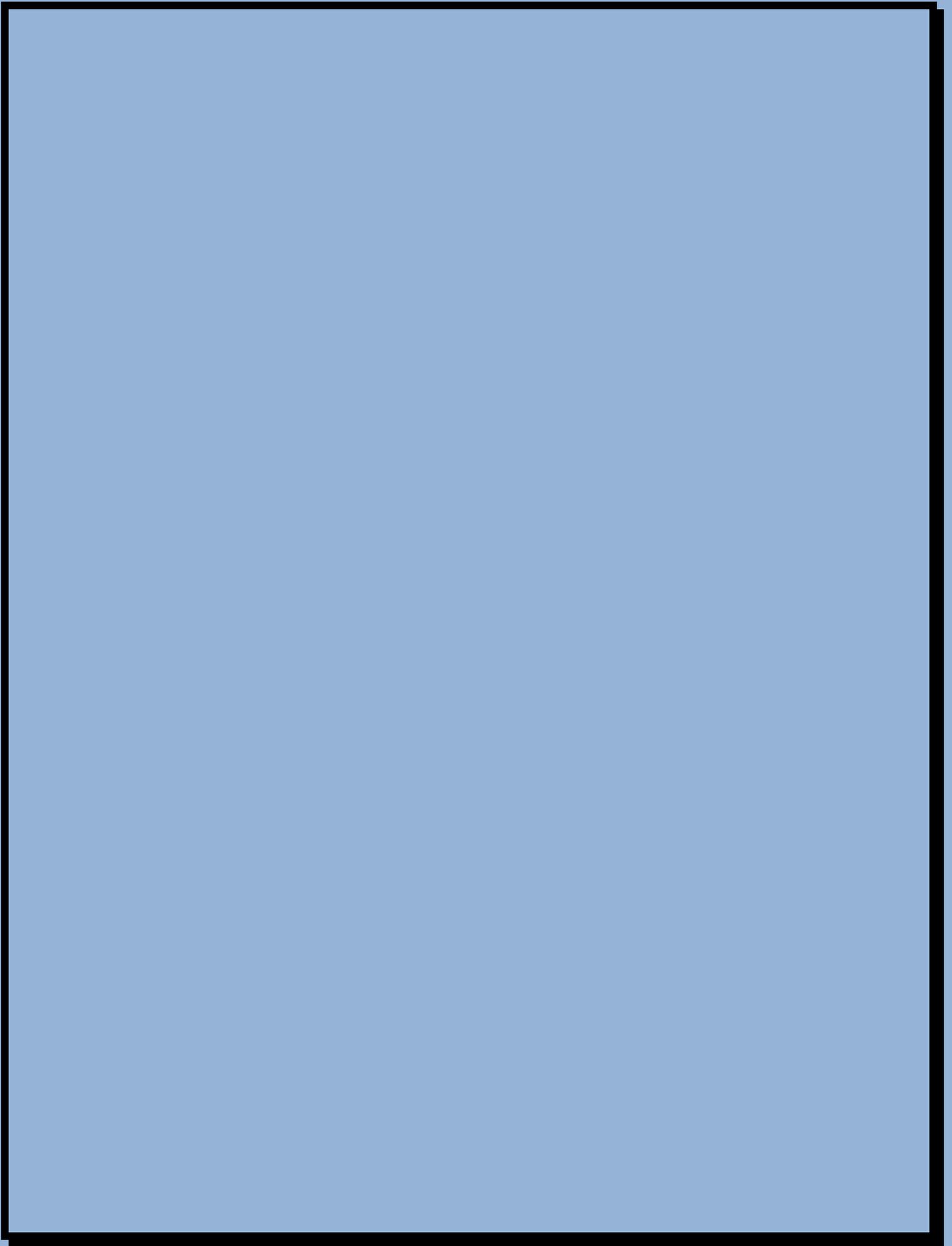
Revenues	Actual to Date	Budget	Actual to Date
	FY '21-22	FY '22-23	FY '22-23
Electric Sales	\$ 1,431,116	\$ 16,127,650	\$ 345,119
Penalties	5,273	80,000	5,976
All Other Revenues	15,527	193,000	14,131
Grants	-	-	-
Loan Proceeds	-	-	-
Fund Balance Appropriated	-	305,000	-
Total	\$ 1,451,916	\$ 16,705,650	\$ 365,226

Expenditures	Actual to Date	Budget	Actual to Date
	FY '21-22	FY '22-23	FY '22-23
Administration/Operations	\$ 241,251	\$ 2,908,628	\$ 197,793
Purchased Power - Non Demand	403,875	12,450,000	474,784
Purchased Power - Demand	602,685	-	608,856
Purchased Power - Debt	96,348	-	96,348
Debt Service	-	342,586	-
Capital Outlay	-	16,700	-
Contingency	-	342,586	-
Transfers to Electric Capital Proj Fund	-	550,000	-
Transfer to Electric Capital Reserve	-	-	-
Transfers to General Fund	-	95,150	-
Total	\$ 1,344,159	\$ 16,705,650	\$ 1,377,781

CASH AND INVESTMENTS FOR APRIL

General Fund (Includes P. Bill)	13,064,278		
Water and Sewer Fund	10,731,890		
Electric Fund*	9,511,865		
ARPA (20)	3,969,441		
SCIF (21)	1,526,161		
JB George Endowment (40)	132,226		
Water Plant Expansion (43)	2,946,384		
Booker Dairy Road Fund (44)	457,896		
Capital Project Fund: Wtr/Sewer (45)	548,259		
Capital Project Fund: General (46)	1,365,363		
Capital Project Fund: Electric (47)	878,507		
FEMA Acquisitions and Elevations (48)	550		
CDBG Neighborhood Revitalization (49)	(106,701)	1st CITIZENS	32,978,449
Firemen Relief Fund (50)	84,743	NCCMT	2,389,541
Fire District Fund (51)	214,590	KS BANK	4,963,489
General Capital Reserve Fund (72)	6,027	TRUIST	5,000,000
Total	\$ 45,331,479		\$ 45,331,479

Department Reports





FINANCE DEPARTMENTAL REPORT FOR JULY, 2022

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

Daily Collections/Property Taxes/Other.....	\$ 518,247
Franchise Tax.....	0
Sales & Use Tax.....	319,578
Powel Bill.....	0
Total Revenue	\$ 837,825
Expenditures: General, Water, and Electric.....	\$2,537,480

FINANCE:

- Compiled and submitted monthly retirement report on 7/30/2022
- Issued 160 purchase orders
- Processed 729 vendor invoices for payment and issued 399 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 7/08 and 7/22/2022
- Issued total of 54 renewal privilege licenses for beer and wine sales which leaves 8 outstanding
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$9,496
- Processed 6 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$24,925.81 (EMS: \$5,464.04; SRAC: \$4,237.71; Utility: \$15,224.06; and Other: \$0)
- Penn Credit - Bad Debt Collections received in July \$463.54; Total collections calendar year-to-date \$20,692.40
- Invoiced 2 grave opening for a total of \$1450
- Invoiced Johnston Community College for Police Security
- Earned \$1,439.41 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$10,777 in credit/debit/Tyler card fees, but received \$6,801 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

FINANCE DIRECTOR

- Attended Town Council Meeting on July 12, 2022
- Attended Department Head Meetings on July 11 and 19, 2022
- Completed SCIF report for 2nd Quarter, 2022
- Met with Town Manager and Skip Green on EDA Grant
- Reviewed some 220 payroll change forms for salary adjustments effective 8/1/2022
- Attended GFOA conference July 17-19, 2022
- Paid Utility Sales Tax for June, 2022 on July 15, 2022
- Paid SRAC Sales Tax on concessions for 2nd Quarter, 2022 on July 7, 2022
- Auditor Observe Inventory Count on July 7, 2022
- Completed LGC203 at 6/30/2022 for LGC
- Completed Powell Bill Expenditure Report on 7/22/2022
- Prepared partial month for Auditor's visit on September 7 and 8, 2022



Planning Department Development Report

Wednesday, August 24, 2022

Project Name: **Deacon Jones Chrysler Addition**

Request: 6,800 sq ft addition

Location 1109 North Brightleaf Boulevard

Tax ID#: 15004022 PIN#: 260413-24-1290

Project Status In First Review

Notes:

Site Plan 2022-07
Submittal Date: 8/24/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Brightleaf Plaza / Enterprise**

Request: 8,900 sq ft building on a 1.98 ac tract

Location 819 North Brightleaf Boulevard

Tax ID#: 15005041 PIN#: 260413-03-5247

Project Status In First Review

Notes:

Site Plan 2022-09
Submittal Date: 8/18/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Rex Digestive Center**

Request: 5,656 sq ft building on a 3.17 ac tract

Location 800 Berkshire Road

Tax ID#: 15004021G PIN#: 169416-93-4883

Project Status In First Review

Notes:

Site Plan 2022-08
Submittal Date: 8/15/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **BOA and PB Attendance Requirments**

Request: Reduces the size of Board of Adjusments

Location

Tax ID#: PIN#:

Project Status

Notes:

Text Amendment 2022-02
Submittal Date: 8/5/2022
Planning Board Review: 9/1/2022
Board of Adjustment Review:
Town Council Hearing Date: 10/3/2022
Approval Date:

Project Name: **NC Heart and Vascular Addition**
 Request: 4,000 sq ft addition
 Location 910 Berkshire Road
 Tax ID#: 15004199H PIN#: 260413-04-9166
 Project Status **Approved**
 Notes:

Site Plan 2022-06	
Submittal Date:	7/6/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Home2 Suites**
 Request: 70 foot tall free standing hotel
 Location 180 Towne Centre Place
 Tax ID#: 15L11001I PIN#: 260305-09-7050
 Project Status **In First Review**
 Notes: structure over 40 feet requires a special use permit as per the UDO

Special Use 2022-02	
Submittal Date:	6/1/2022
Planning Board Review:	8/4/2022
Board of Adjustment Review:	
Town Council Hearing Date:	9/6/2022
Approval Date:	

Project Name: **Brogden Industrial**
 Request: 265,000 sq ft warehouse
 Location 934 Brogden Road
 Tax ID#: 15K11012C PIN#: 169310-35-5200
 Project Status **First Review Complete**
 Notes: Staff Review and approval

Site Plan 2022-05	
Submittal Date:	5/18/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Blueline Aviation**
 Request: 5 lot - mixed use PUD
 Location 3149 Swift Creek Road
 Tax ID#: 15J08015B PIN#: 168509-05-2529
 Project Status **First Review Complete**
 Notes: Planning Board recommends denial

Conditional Zoning 2022-03	
Submittal Date:	5/6/2022
Planning Board Review:	7/14/2022
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Whitley Townes**
 Request: 70 lot Townhouse Subdivision
 Location West Market Street
 Tax ID#: 15084001 PIN#: 169409-06-6525
 Project Status **Approved**
 Notes: Construction drawings approved

Subdivision 2022-03	
Submittal Date:	4/1/2022
Planning Board Review:	5/5/2022
Board of Adjustment Review:	
Town Council Hearing Date:	6/7/2022
Approval Date:	

Project Name: **Airport Industrial Park lot 7**
 Request: Contractor Office with outdoor storage yard
 Location 9541 Industrial Drive
 Tax ID#: 15J08017K PIN#: 168509-05-1257
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-03	
Submittal Date:	3/25/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Take 5 Oil Change**
 Request: Retail oil change service center
 Location 1307 North Brightleaf Boulevard
 Tax ID#: 14074019 PIN#: 260411-55-6272
 Project Status **In Second Review**
 Notes: Staff review of retail oil change service center

Site Plan 2022-02	
Submittal Date:	3/11/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Floyd's Landing**
 Request: 598 residential units on 698 acres
 Location 2001 US Hwy 70 We
 Tax ID#: 15078012 PIN#: 168500-73-3381
 Project Status **Approved**
 Notes: Construction drawing in staff review

Subdivision 2022-02	
Submittal Date:	3/4/2022
Planning Board Review:	4/7/2022
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2022
Approval Date:	

Project Name: **Franklin Towns**

Request: Preliminary Sub'd for 134 townhouses on 15.9 acers

Location Wilson's Mills Road

Tax ID#: 15083049E PIN#: 169406-29-7604

Project Status **Approved**

Notes: Under Construction

Subdivision 2022-01	
Submittal Date:	1/7/2022
Planning Board Review:	2/4/2022
Board of Adjustment Review:	
Town Council Hearing Date:	3/1/2022
Approval Date:	

Project Name: **Advancetech**

Request: 98,280 sq ft manufacturing facility / warehouse

Location 3900 West US 70 Business Highway

Tax ID#: 17J08001D PIN#: 168618-20-5729

Project Status **Approved**

Notes: Under Construction

Site Plan 2021-19	
Submittal Date:	10/4/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **The Insurance Shoppe**

Request: 4,900 sq ft free standing office

Location 131 Kellie Drive

Tax ID#: 14075021S PIN#: 260405-09-8296

Project Status **Approved**

Notes: Under Construction

Site Plan 2021-18	
Submittal Date:	10/1/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **ALA Johnston Charter School**

Request: Site plan approval

Location West US 70 Highway

Tax ID#: 17J08004 PIN#: 168505-19-8748

Project Status **Approved**

Notes: Under Construction

Site Plan 20121-18	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **JNX Corporate Hangers**
 Request: Parking and stormwater improvements
 Location 3146 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: Staff approved on 5/23/2022

Site Plan 2021-17	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Britt Street Triplexes**
 Request: 6 lot division
 Location Britt Street
 Tax ID#: 15L11006 PIN#: 169409-06-1658
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2021-04	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/2/2021
Approval Date:	

Project Name: **Smithfied PD expansion**
 Request: Addition to existing facility
 Location 110 South Fifth Street
 Tax ID#: 15025048 PIN#: 169419-50-2949
 Project Status **Approved**
 Notes: Under Construction

Conditional Zoning 2021-05	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/9/2021
Approval Date:	

Project Name: **Marin Woods Subdivision**
 Request: 143 units on 31.56 Ac.
 Location NC210 Highway
 Tax ID#: 15077008 PIN#: 168400-74-4498
 Project Status **Second Review Complete**
 Notes: Construction drawings approved on 7/25/2022

Subdivision 2021	
Submittal Date:	7/2/2021
Planning Board Review:	8/5/2021
Board of Adjustment Review:	
Town Council Hearing Date:	9/7/2021
Approval Date:	

Project Name: **Airport Industrial Park lot 13**
 Request: Contractors Office with outdoor storage
 Location 55 Airport Industri Drive
 Tax ID#: 15J08017P PIN#: 168500-04-5363
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-05	
Submittal Date:	4/6/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/5/2021

Project Name: **Smithfield Living Facility**
 Request: 83 Unit Assisted Living Facility
 Location Kellie Drive
 Tax ID#: 14075022D PIN#: 260405-09-8645
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-07	
Submittal Date:	6/5/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/10/2020

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 **Approved**
 Notes: Under Construction

Site Plan 2020-06	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/24/2020

Project Name: **Tru Hotel**
 Request: 4 Story Hotel
 Location 167 South Equity Drive
 Tax ID#: 15008046c PIN#: 260417-10-4438
 Project Status **Approved**
 Notes: Under Construction

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: **Johnston County Detention Center**

Request: **Site Plan Approval**

Location **1071 Yelverton Grov Road**

Tax ID#: **15L11011** PIN#: **260300-67-6920**

Project Status **Approved**

Notes: **Jail Site Completed- Public Safety Center Under Construction**

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 3-5**

Request: **Residential Subdivision**

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: **East River Phase 6-7**

Request: **Townhouse Development**

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: **Twin Creeks Phs 1**

Request: **28 Lot Subdivision**

Location **Gailee Road**

Tax ID#: **15I09011B** PIN#: **167300-56-5565**

Project Status

Notes: **Under Construction**

Subdivision 2019-01

Submittal Date: **4/5/2019**

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **Kamdon Ranch**

Request: 110 Lot Division

Location Swift Creek Road

Tax ID#: 15I08020 PIN#: 167400-55-9495

Project Status **Approved**

Notes: Phase 2 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: **Smithdfield Landing**

Request: 5 lot residential subdivision

Location Front Street

Tax ID#: 15019017C PIN#: 169418-32-9491

Project Status **Approved**

Notes: SFD permits issued 7/18/2022

Special Use 2006-04

Submittal Date:

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 7/3/2008



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 July 2022

		Permit Fees	Permits Issued
Zoning	Land Use	\$700.00	7
Site Plan	Minor Site Plan	\$225.00	9
Zoning	Sign	\$300.00	6
Report Period		\$1,225.00	22
Fiscal YTD Total:		\$1,225.00	22
Z22-000085	Zoning Sign	Molina's Quinceairera	1699 E Booker Dairy Rd
Z22-000092	Zoning Sign	Papa Johns	1104 N Brightleaf Blvd
Z22-000088	Zoning Sign	CJ Hendrix & Co. Hair Salon	729 N Brightleaf Blvd
Z22-000084	Zoning Sign	Island Food	728 N Brightleaf Blvd
Z22-000091	Zoning Sign	Shop & Go	134 W Market St
Z22-000080	Zoning Land Use	Devine Fitness	138 Magnolia Dr
Z22-000081	Zoning Land Use	NC Probation	721 N Brightleaf Blvd
SP22-000080	Site Plan Minor Site Plan	Single Family Dwelling	132 Hill St
SP22-000081	Site Plan Minor Site Plan	SFD Addition	24 Thain Place
Z22-000082	Zoning Land Use	Living Beyond It Counseling and	201 S Brightleaf Blvd Suite 4
Z22-000083	Zoning Sign	Family Dollar	719 S Brightleaf Blvd
SP22-000082	Site Plan Minor Site Plan	Franklin Townhomes	1104 Wilson's Mills Rd
SP22-000083	Site Plan Minor Site Plan	Single Family Dwelling	2171 E Barbour Rd
Z22-000086	Zoning Land Use	The Man with a Pan Food Truck	1025 Outlet Center Dr
Z22-000087	Zoning Land Use	Things Forever	1025 Outlet Center Dr Suite
SP22-000084	Site Plan Minor Site Plan	Single Family Dwelling	108 Bridge St
SP22-000085	Site Plan Minor Site Plan	single Family Dwelling	104 Bridge St
SP22-000086	Site Plan Minor Site Plan	Single Family Dwelling	136 Front St
SP22-000087	Site Plan Minor Site Plan	Single Family Dwelling	132 Front St
SP22-000088	Site Plan Minor Site Plan	Single Family Dwelling	128 Front St
Z22-000089	Zoning Land Use	Cattail Q Food Truck	1115 N Brightleaf Blvd
Z22-000090	Zoning Land Use	Fat'z Soul Food Restaurant	608 Buffalo Rd



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING July 31, 2022**

I. STATISTICAL SECTION

Month Ending July 31, 2022	July 2022	July 2021	Total 2022	Total 2021	YTD Difference
Calls for Service	1884	2105	11656	12747	-1091
Incident Reports Completed	120	123	944	893	51
Cases Closed	60	97	649	680	-31
Accident Reports	79	69	545	502	403
Arrest Reports	62	107	594	604	-10
Burglaries Reported	13	4	51	48	3
Drug Charges	3	26	126	169	-43
DWI Charges	5	8	51	48	3
Citations Issued	239	350	1753	2152	-399
Speeding	152	136	802	792	10
No Operator License	22	71	358	475	-117
Registration Violations	10	48	180	296	-116

II. PERSONNEL UPDATE

The police department currently has five (5) vacant patrol officer positions. Several candidates have been sponsored for BLET and once backgrounds are completed the agency will hire them.

III. MISCELLANEOUS

Mandatory in-service training was continued in July, with most courses be completed on line. The department assisted with Fun in the Park which took place at Smith Collins Park. Officers assisted with the Fourth of July events that took place in downtown. Several officers attended the PBS Rootle Rooster Tour which took place at Smith Collins Park.

REPORTED UCR OFFENSES FOR THE MONTH OF JULY 2022

PART I CRIMES	July 2021	July 2022	+/-	Percent Changed	Year-To-Date 2021	Year-To-Date 2022	+/-	Percent Changed
MURDER	0	0	0	N.C.	1	0	-1	-100%
RAPE	0	1	1	N.C.	0	4	4	N.C.
ROBBERY	1	2	1	100%	5	3	-2	-40%
Commercial	0	1	1	N.C.	2	2	0	0%
Individual	1	1	0	0%	3	1	-2	-67%
ASSAULT	9	10	1	11%	28	42	14	50%
* VIOLENT *	10	13	3	30%	34	49	15	44%
BURGLARY	4	12	8	200%	43	48	5	12%
Residential	3	4	1	33%	25	23	-2	-8%
Non-Resident.	1	8	7	700%	18	25	7	39%
LARCENY	20	43	23	115%	217	275	58	27%
AUTO THEFT	2	3	1	50%	28	22	-6	-21%
ARSON	0	0	0	N.C.	2	1	-1	-50%
* PROPERTY *	26	58	32	123%	290	346	56	19%
PART I TOTAL:	36	71	35	97%	324	395	71	22%
PART II CRIMES								
Drug	27	5	-22	-81%	157	131	-26	-17%
Assault Simple	11	10	-1	-9%	60	62	2	3%
Forgery/Counterfeit	0	1	1	N.C.	10	7	-3	-30%
Fraud	8	8	0	0%	36	56	20	56%
Embezzlement	2	0	-2	-100%	7	4	-3	-43%
Stolen Property	2	1	-1	-50%	7	5	-2	-29%
Vandalism	6	3	-3	-50%	35	38	3	9%
Weapons	4	0	-4	-100%	9	3	-6	-67%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	1	0	0%	6	4	-2	-33%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	1	1	N.C.	1	3	2	200%
D. W. I.	8	5	-3	-38%	45	48	3	7%
Liquor Law Violation	0	1	1	N.C.	10	11	1	10%
Disorderly Conduct	3	0	-3	-100%	5	6	1	20%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	13	15	2	15%	114	157	43	38%
PART II TOTAL:	85	51	-34	-40%	502	535	33	7%
GRAND TOTAL:	121	122	1	1%	826	930	104	13%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
July 2022**

I. Statistical Section

July

Confirmed Structure Fires	4
EMS Responses	142
Misc./Other Calls	36
Mutual Aid Calls	5
TOTAL EMERGENCY RESPONSES	187

	July	YTD
Fire Inspections	93	320
Public Fire Education Programs	12	23
# Of Children Educated	106	225
# Of Adults Educated	32	229
Plans Review Construction/Renovation Projects	12	91
Fire Department Permits reviewed / Issued	68	186
Business Preplans	2	35
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	July	YTD
Inspections	\$425.00	\$2700.00
Fire Recovery USA	\$0.00	\$2772.00

III. Personnel Update:

- Nothing to report

IV. Narrative of monthly departmental activities:

- Squad was in-service 10 of 21 days
- Out of service Hydrants being addressed by Ted Credle. List has been provided.
- Rescue Truck Committee formed and working on specifications.
- July 2 – Public Ed. – Sarah Yard Center
- July 3 – Independence Day Celebration
- July 4 – South Smithfield Independence Day Parade
- July 14 – Kool Kids – SRAC
- July 16 – Kool Kids – Sarah Yard Center
- July 19 – Public Ed. – SRAC

- July 21 – Kool Kids – North Smithfield Baptist
- July 23 – Fire Truck Display – Smith-Collins Park
- Chief Brown and Daughtry attended the NC State Fire Seminar

V. **Upcoming Plans**

- Mandatory Staff meeting on September 28th.
- Have 3 scheduled classes with T.J. Deluca from the League of Municipalities. These classes will address social media and the First Amendment for Public Safety Responders. Classes will be held September 12th, 13th, and 16th at the Smithfield Fire Dept. Classes are run thru JCC.
- **Smithfield Fire Dept will have the State ISO inspection November 28th.**
- Formulating a plan to start painting town hydrants with Ted Credle.
- Plans moving forward to hire to part-time firefighters.

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
July 31, 2022



I. Statistical Section

- 6 Burials
- 0 Works Orders – Buildings & Facilities Division
- 9 Work Orders – Grounds Division
- 6 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ <u>5,000.00</u>
Riverside Ext Cemetery Lot Sales:	\$ <u>2,500.00</u>
Grave Opening Fees:	\$ <u>4,350.00</u>
Total Revenue:	\$ <u>11,850.00</u>

III. Major Expenses for the Month:

None

IV. Personnel Update:

No one hire FT. Mitchells Temporary services are being used. Nicholas

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 "Glucose".

**Town of Smithfield
Public Works Department
July 31, 2022**



61 Total Work Orders completed by the Public Works Department

6 Burials, at \$725.00 each = \$4,350.00

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

\$5,000.00 Sunset Cemetery Lot Sales

\$2,500.00 Riverside Extension Cemetery Lot Sales

424.40 tons of household waste collected

122.00 tons of yard waste collected

2.97 tons of recycling collected

0 gallons of used motor oil were recycled

250 scrap tires were recycled

Appearance Commission July. 2022 Monthly Report:

Meeting to discuss 95 on 95 art project 3

They talked about the boat ramp, gave suggestions about the Art walk, planting flowers in a large vase. Talked about the appearance of the trees coming in to town. They also talked about litter sweep project in corporation with the liter sweep. They talked about gathering information from Selma about the art scape and who's in charge of the project for the town of Selma. Talked about planting trees this fall.

Next Appearance Commission meeting will be on September 19, at 5:00 pm in Town Hall.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
July 31, 2022**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 30 Cubes used to cover gator areas and 100 yards gator cracks overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 5 Work Orders – 690 lbs. of Cold Patch was used for 8 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Glucose".

**Town of Smithfield
Public Works Department
2022 31, July Drainage Report.**

Location: 7B S. Sussex, 64, Trowbridge St., 701 East Street, 64 Trowbridge, 701 East, Hood St., and Front St., 313 S. Fifth St., Fifth St.

Starting Date: 7/11/2022
Completion Date: 7/27/2022
Description: Potholes,
Man-hours: 1.25
Equipment: 401
Materials: 7" ½ bags of perma patch

Location: Runnymede and Berkshire,
Starting Date: 7/14/2022
Completion Date: 7/14/2022
Description: Cut right of way
Man-hours: 2.50
Equipment: 401, Bobcat
Materials:

Location: Market Street
Starting Date: 7/21/2022
Completion Date: 7/21/2022
Description: Cut blind corner
Man-hours: .50
Equipment: 401, Trimmers
Materials:

Location: Milton Street
Starting Date: 7/21/2022
Completion Date: 7/21/2022
Description: Clean out ditch
Man-hours: 1.5
Equipment: 408/411
Materials:

Location: 210 Highway, Rosewood, 5th and Woodall St. Fema lots
Starting Date: 7/21/2022
Completion Date: 7/21/2022
Description: Clean up fema lots Cut Fema Lots
Man-hours: 9.50
Equipment: 408, 411
Materials:

Location: 2nd Street across from kiddie park
Starting Date: 7/25/2022
Completion Date: 7/25/2022
Description: Tree fell clean debris
Man-hours: .50
Equipment: 408, 411
Materials:

Location: Sarah Edwards - Downtown Development
Starting Date: 7/2/2022
Completion Date: 7/27/2022
Description: Smithfield Independence Celebration (July 4th Event)

Location is Tentative (Pending Council Approval)
Closing of the 100-200 Blocks of S. Third St., 200-300 Blocks of Johnston St.
Deliver 20 rollout containers to designated location according to the map.
Man-hours: .50
Equipment: 401
Materials: 7 Barrels 50 Cones 8 cans

Location: Sarah Edwards - Downtown Development 100 Block of S. Third St.
Starting Date: 7/21/2022
Completion Date: 7/21/2022
Description: Deliver (5) rollout containers, 4 barricades, and 12 traffic cones for street closure for the Third StEATery Event scheduled for Friday night at 6:00 pm on 7/15/2022. Empty and pickup (5) trash containers, 20 traffic cones and the 4 barricades on Sat. morning.
Man-hours: 1.50
Equipment: 312
Materials:

Location: Wellons St.
Starting Date: 7/11/2022
Completion Date: 7/21/2022
Description: Cut blind corner Cut right of way
Man-hours: .50
Equipment: Trimmers 412/ Scags
Materials:

Location: Hancock, 2nd and Parker
Starting Date: 7/14/2022
Completion Date: 7/14/2022
Description: No truck sign knocked down; Stop Sign torn down
Man-hours: .75
Equipment: 401
Materials: 1-30x30 Stop Sign

Location: MLK Blvd
Starting Date: 7/25/2022
Completion Date: 7/25/2022
Description: Pick Up trash bags Adopt a Street Clean up
Man-hours: .50
Equipment: 401
Materials:

Location: Outlet Center Dr.
Starting Date: 7/27/2022
Completion Date: 7/27/2022
Description: 2 Weed eat
Man-hours: .50
Equipment: 401
Materials:

Street Cut list July 31, 2022

Date of Cut	Location of Cut	Size of Cut	Date Submitted to Public Works	Date Denton Repaired
05/18/22	2nd & Church St. / 2nd cut at this location	9x18	07/15/22	07/19/22
06/07/22	1006 Fayetteville St.	14x5	07/15/22	07/19/22
06/23/22	102 Knollwood Dr., Apts. C&D	9x9	07/15/22	07/19/22
06/29/22	304 N. 5th St.	10x8	07/15/22	07/19/22
07/15/22	108 E. Johnston St.	4x15	07/15/22	07/19/22

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
July 31, 2022**



I. Statistical Section

8 Preventive Maintenances
0 North Carolina Inspections
55 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None

IV. Personnel Update:

GREGORY GIAUQUE hired PT. mechanic for fleet Division

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 "Glucose".

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
July 31, 2022**



I. Statistical Section

The Division collected from approximately 4,097 homes, 4 times during the month

- a. Sanitation forces completed 35 work orders
- b. Sanitation forces collected tons 424.40 of household waste
- c. Sanitation forces disposed of 61 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 10.66 tons of construction debris (C&D)
- f. Town disposed of 250 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 2.97 tons of recyclable plastic
- h. Recycled 0 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 0 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0.00 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for
- c. Sold 1,940 lbs. of shredder steel for \$63.05 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,196 for disposal of yard waste and debris. Fleet Pride was paid \$1,403.40 for AC repairs for KB Tk #301. Gregory Poole was paid \$1,108.81 for oil pan repairs on KB Tk #301. Velocity Truck Center was paid \$514.99 for air cooler repairs for HHW Tk #303. Whites Tractor and Truck was paid \$1,003.78 for door repairs on HHW Tk # 305. Rehig Pacific Co. was paid \$19,160 for 250 95Gal. trash cans.

IV. Personnel Update:

No New hires in the month of July

V. Narrative of monthly departmental activities:

The department worked closely with Down Town Development providing traffic control devices and event containers for the 4th of July event held Downtown, and the 3rd Streatery Event. The Public Works Dept. safety meeting was on "Glucose" with Jaime Pearce from Wellness Works.

Community Service Workers worked 0 Hrs.



MONTHLY REPORT FOR JULY, 2022

PROGRAMS STATISTICS	July, 2022		July, 2021	
NUMBER OF PROGRAMS	11		11	
TOTAL ATHLETICS PARTICIPANTS	672	672	303	
TOTAL NON/ATHLETIC PARTICIPANTS	151	151	630	
NUMBER OF GAMES PLAYED	79	79	32	
TOTAL NUMBER OF PLAYERS (GAMES)	2070	2070	768	
NUMBER OF PRACTICES	10	10	13	
TOTAL NUMBER OF PLAYER(S) PRACTICES	499	499	505	
SYCC VISITS	62	62	171	
	July, 2022	22/23 FY YTD	July, 2021	21/22 FY YTD
PARKS RENTALS	37	37	35	35
USERS (PARKS RENTALS)	1185	1185	1440	1440
TOTAL UNIQUE CONTACTS	4,639	3,817	3,817	3,817
	July, 2022	22/23 FY YTD	July, 2021	21/22 FY YTD
PARKS AND RECREATION REVENUES	\$ 12,495.00	\$ 12,495.00	\$ 7,998.00	\$ 7,998.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 44,382.00	\$ 44,382.00	\$ 61,924.00	\$ 61,924.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 5,567.00	\$ 5,567.00	\$ -	\$ -
SYCC EXPENDITURES (OPERATIONS)	\$ 1,185.00	\$ 1,185.00	\$ 1,941.00	\$ 1,941.00
SYCC EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ -	\$ -	\$ -	\$ -

HIGHLIGHTS

Hosted Tar Heel Leagues Girls Softball State Tournaments (30 teams)
Hosted Wrestling, Basketball and Baseball Camps with (144 total participants)



SRAC MONTHLY REPORT FOR JULY, 2022

PROGRAMS SATISTICS

NUMBER OF PROGRAMS	19		17
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	5104	5104	4371

	July, 2022	22/23 FY YTD	July, 2021	21/22 FY YTD
SRAC MEMBER VISITS	3491	3491	3446	3446
DAY PASSES	3434	3434	2928	2928
RENTALS (SRAC)	96	96	32	32
USERS (SRAC RENTALS)	2707	2707	2085	2085
TOTAL UNIQUE CONTACTS	14,736	14,736	12,830	12,830

FINANCIAL STATISTICS

	July, 2022	22/23 FY YTD	July, 2021	21/22 FY YTD
SRAC REVENUES	\$ 79,835.00	\$ 79,835.00	\$ 69,993.00	\$ 69,993.00
SRAC EXPENDITURES (OPERATIONS)	\$ 43,652.00	\$ 43,652.00	\$ 84,785.00	\$ 84,785.00
SRAC EXPENDITURES (CAPITAL OUTLAY)	\$ -	\$ -	\$ 4,630.00	\$ 4,630.00
SRAC MEMBERSHIPS	3096		2115	

HIGHLIGHTS

Summer Day Camps (all sessions full)
 Alligator Steps Swim Lessons (3000+ lessons)
 31 summer camps / daycare group visits



- **Statistical Section**

- Electric CP Demand 28,256 Kw relative to June's demand of 25,123 Kw.
- Electric System Reliability was 99.9989%, with two (2) recorded main line outages; relative to June's 99.9449%.
- Raw water treated on a daily average was 4.555 MG relative to 5.141 MG for June; with maximum demand of 5.531 MG relative to June's 5.642 MG.
- Total finished water to the system was 124.487 MG relative to June's 134.028 MG. Average daily for the month was 4.016 MG relative to June's 4.468 MG. Daily maximum was 4.495 MG (July 3rd) relative to June's 5.025 MG. Daily minimum was 1.795 MG (July 31st), relative to June's 3.590 MG.

- **Miscellaneous Revenues**

- Water sales were \$247,245 relative to June's \$274,165
- Sewer sales were \$399,791 relative to June's \$437,569
- Electrical sales were \$1,375,045 relative to June's sales of \$1,344,068
- Johnston County Water purchases were \$144,027 for 61.288 MG relative to June's \$235,865 for 100.368 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,183,466 relative to June's \$1,021,644.
- Johnston County sewer charge was \$166,191 for 44.272 MG relative to June's \$127,655 for 34.404 MG.

- **Personnel Changes –**

- John Mellor was hired as Utility Line Mechanic and began work on July 18.



**Town of Smithfield
Electric Department
Monthly Report
July, 2022**

I. Statistical Section

- Street Lights repaired -12
- Area Lights repaired -5
- Service calls – 42
- Underground Electric Locates -296
- Poles changed out/removed or installed -3
- Underground Services Installed -18

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting on PPE.
- Also had audiometric testing done.

V. Miscellaneous Activities:

- The Electrical Dept. is still continuing to install the infrastructure for East River Phase 3. The pump station is ready to be energized when the contractor finishes his work.
- The Electrical Dept. is continuing to work on Conversion work.
- The Electrical Dept. is continuing to work on circuit audit lists.
- The Electrical Dept. has finished with the Auditor and the inventory. All was good.
- The Electrical Dept. has energized the Independent Living Building on Kellie Dr.



WATER & SEWER

July 2022 Monthly Report

● DISCONNECT WATER	2
● RECONNECT WATER	1
● TEST METER	3
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	8
● LOW PRESSURE CALLS	6
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	9
● METER CHECKS	22
● METER REPAIRS	14
● WATER MAIN/SERVICE REPAIRS	2
● STREET CUTS	1
● REPLACE EXISTING METERS	5
● INSTALL NEW METERS	2
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	7
● CLEANOUTS INSTALLED	8
● INSPECTIONS	8
● CAMERA SEWER	2

- SEWER MAIN CLEANED 2975 LF
- SERVICE LATERALS CLEANED 460 LF
- SERVICE CALLS 82
- LOCATES 216

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPED PUBLIC WORKS CLEAN STORM DRAIN ISSUES DURING EVERY RAIN FALL.

MAJOR EXPENSES FOR THE MONTH OF JULY

1. Had dump truck repaired
2. Had to hire contractor, Stucky's Backhoe, to make a lot of the repairs due to short staff.

PERSONNEL UPDATES

1. Hired John Mellor as a Utility Line Mechanic

UPCOMING PROJECTS FOR THE MONTH OF AUGUST



MONTHLY WATER LOSS REPORT

JULY 2022

(3) - Meters with slow washer leaks

6" Line, 1/8" hole – 1 Day

2" Line, 1/8" hole – 1 Day

Fire Hydrant slow drip

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	07/27/22	3.4	15	7965	10	North Street	07/19/22	2.5	15	17820	40
Computer Drive	07/27/22	3.4	15	31860	10	West Street	07/19/22	2	15	78030	50
Castle Drive	07/27/22	3.4	15	7965	10	Regency Drive	07/19/22	2.5	15	63720	60
Parkway Drive	07/27/22	3	15	63720	40	Randers Court	07/19/22	2	15	15930	40
Garner Drive	07/27/22	3.2	15	63723	40	Noble Street	07/19/22	2.5	15	15930	40
Hwy 210 LIFT ST.	07/27/22	3	15	15930	40	Fieldale Dr#1(L)	07/19/22	2.5	15	63720	40
Skyland Drive	07/27/22	3.2	15	7965	10	Fieldale Dr#2(R)	07/19/22	2.5	15	63720	40
Bradford Street	07/27/22	3.2	15	15930	10	Heather Court	07/19/22	2	15	15930	40
Kellie Drive	07/27/22	3.2	15	7965	10	Reeding Place	07/19/22	2	15	15930	40
Edgewater	07/27/22	3.2	15	7965	10	East Street	07/19/22	2.5	15	63720	40
Edgecombe	07/27/22	3	15	15930	40	Smith Street	07/19/22	2	15	63720	40
Valley Wood	07/27/22	3.2	15	63720	40	Wellons Street	07/19/22	2	15	63720	40
Creek Wood	07/28/22	3	15	63720	40	Kay Drive	07/07/22	1.5	15	38985	15
White Oak Drive	07/28/22	3	15	7965	10	Huntington Place	07/07/22	2	15	38985	15
Brookwood Drive	07/28/22	3.2	15	22515	5	N. Lakeside Drive	07/07/22	1.5	15	9750	15
Runnymede Place	07/28/22	3	15	31860	10	Cypress Point	07/07/22	1.5	15	34890	12
Nottingham Place	07/28/22	3.4	15	38985	10	Quail Run	07/07/22	2	15	8715	12
Heritage Drive	07/28/22	3.2	15	38985	10	British Court	07/07/22	2	15	8715	12
Noble Plaza #1	07/28/22	2.8	15	9750	10	Tyler Street	07/07/22	2	15	78030	60
Noble Plaza #2	07/29/22	3	15	9750	10	Yelverton Road	07/07/22	2	15	63720	40
Pinecrest Street	07/29/22	3	15	19500	10	Ava Gardner	07/07/22	2	15	63720	40
S. Sussex Drive	07/29/22	3.4	15	31860	10	Waddell Drive	07/07/22	2	15	7965	10
Elm Drive	07/29/22	3.4	15	9750	10	Henly Place	07/07/22	2	15	8715	12
						Birch Street	07/07/22	1.5	15	34890	12
Coor Farm Supply	07/29/22	2	15	7965	10	Pine Street	07/07/22	2	15	38985	15
Old Goldsboro Rd.	07/29/22	3.4	15	7965	10	Oak Drive	07/07/22	2	15	37695	14
Hillcrest Drive	07/18/22	2	15	31860	10	Cedar Drive	07/07/22	2	15	31860	10
Eason Street	07/18/22	2	15	38985	40	Aspen Drive	07/07/22	2	15	34890	12
Magnolia circle	07/18/22	2.5	15	78030	40	Furlonge Street	07/07/22	2	15	34890	12
Rainbow Drive	07/18/22	2	15	19500	60	Golden Corral	07/07/22	1.5	15	40290	16
Rainbow Circle	07/18/22	2	15	19500	60	Holland Drive	07/08/22	2	15	9750	15
Moonbeam Circle	07/18/22	2.5	15	19500	60	Davis Street	07/08/22	2	15	34890	12
Ray Drive	07/18/22	2.5	15	15930	60	Caroline Ave.	07/08/22	2	15	31860	10
Will Drive	07/18/22	2	15	63720	40	Johnston Street	07/08/22	2	15	38985	15
Michael Lane	07/18/22	2	15	63720	40	Ryans	07/08/22	2	90	9750	15
Ward Street	07/18/22	2	15	15930	40						

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