



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, April 2, 2024

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING APRIL 2, 2024
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. Proclamation: Declaring April 18, 2024 as Electric Lineman Day in the Town of Smithfield**
(Mayor – M. Andy Moore) See attached information.....1

- 2. Proclamation: Declaring April 28, 2024 as KS Bank Day in the Town of Smithfield**
(Mayor – M. Andy Moore) See attached information.....2

Public Hearings: None

Citizens Comments

Consent Agenda Items:

- 1. Minutes**
 - a. February 20, 2024 – Regular Meeting
 - b. February 20, 2024 – Closed Session (Under Separate Cover)
 - c. March 5, 2024 – Regular Meeting
 - d. March 5, 2024 – Closed Session (Under Separate Cover)
 - e. March 11, 2024 – Special Session
 - f. March 11, 2024 – Closed Session (Under Separate Cover).....3

- 2. Special Event: Bike Night** – Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Thursday, April 11, 2024 from 5:00pm until

8:00 pm. This request includes amplified sound, a food truck, merchandise for sale and free beer.

(Planning Director – Stephen Wensman) See attached information.....13

3. Special Event: 2nd Anniversary Party – Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Saturday, April 13, 2024 from 12:00 pm until 5:00 pm. This request includes amplified sound, a food truck, merchandise for sale and free beer.
(Planning Director – Stephen Wensman) See attached information.....21

4. Special Event: Juneteenth Celebration – The Downtown Smithfield Development Corporation is requesting to hold an event on Saturday, June 15, 2024 at the Neuse River Amphitheater from 12:00 pm until 6:00 pm. The request includes the closure of South Front Street, amplified sound, and food sales.
(Planning Director – Stephen Wensman) See attached information.....29

5. Special Events: Evening Markets on Third Street – The Downtown Smithfield Development Corporation is requesting to hold evening farmer and artesian markets in the 100 Block of South Third Street on the following Fridays: July 13th, July 27th, August 10th and August 24th from 5:00 pm until 9:00 pm. This request includes the closure of the 100 Block of South Third Street, amplified sound, the sale of food/goods, two beer tents and one dessert food truck.
(Planning Director – Stephen Wensman) See attached information.....35

6. Consideration and request for approval to name the new walking trail (adjacent to the Eva Ennis Splash Park) the Jackie Bryant Walking Trail
(Parks and Recreation Director – Gary Johnson) See attached information.....41

7. Consideration and request for approval to adopt Resolution No. 744 (05-2024) to direct the Town Clerk to investigate the sufficiency of the Annexation petition (ANX-24-01) submitted by SST Properties (SAMET) to annex 15.26 acres into the Town of Smithfield
(Planning Director – Stephen Wensman) See attached information.....45

8. Consideration and request for approval to award a bid in the amount \$222,330.00 to Corbett Contracting for the replacement of aged sanitary sewer infrastructure along Wilson Street. Grant Funds awarded in NC Session Law 2023-134 for this project
(Public Utilities Director – Ted Credle) See attached information.....53

9. Board Reappointments

a. Earl Marrett has submitted an application for reappointment to the Parks and Recreation Advisory Commission

b. Tim Johnson has submitted an application for reappointment to the Parks and Recreation Advisory Commission

(Town Clerk – Shannan Parrish) See attached information.....63

10. New Hire Report

(HR Director – Tim Kerigan) See attached information.....69

Business Items:

1. Consideration and request for approval to enter into an agreement with Johnston County Public Schools for school resource officers in Smithfield Schools

(Chief of Police – Pete Hedrick) See attached information.....71

2. CZ-23-01 Buffalo Road Rezoning Request: Adams and Hodge Engineering, PC, is requesting a conditional rezoning of 138.63 -acres of land from R-8 and R-20A to R8-CZ with a master plan for a planned development consisting of 222 single-family lots. The applicant is also requesting this be tabled until the May 7, 2024 Town Council Meeting.

(Planning Director – Stephen Wensman) See attached information.....85

3. Discussion concerning the Comprehensive Growth Management Plan near West Smithfield Elementary School

(Planning Director – Stephen Wensman) See attached information.....95

4. S-24-01 Jubilee Creek Subdivision: CMH Homes Inc. is requesting approval of the preliminary plat of a 4.83-acre parcel (Johnston County Tax ID# 15I09034M), located southwest of the Galilee Road and Hwy 210 Intersection, adjacent to and north of the West Smithfield Elementary School into a 7-lot single-family residential subdivision.

(Planning Director – Stephen Wensman) See attached information.....99

5. Discussion concerning Proactive Rezoning in the Town of Smithfield

(Planning Director – Stephen Wensman) See attached information.....113

6. Consideration and request for approval to purchase property at 107 South Front Street

(Town Manager – Michael Scott) See attached information.....121

7. FY 2024 – 2025 Budget Discussions

(Town Manager – Michael Scott)

Councilmember’s Comments

Town Manager’s Report

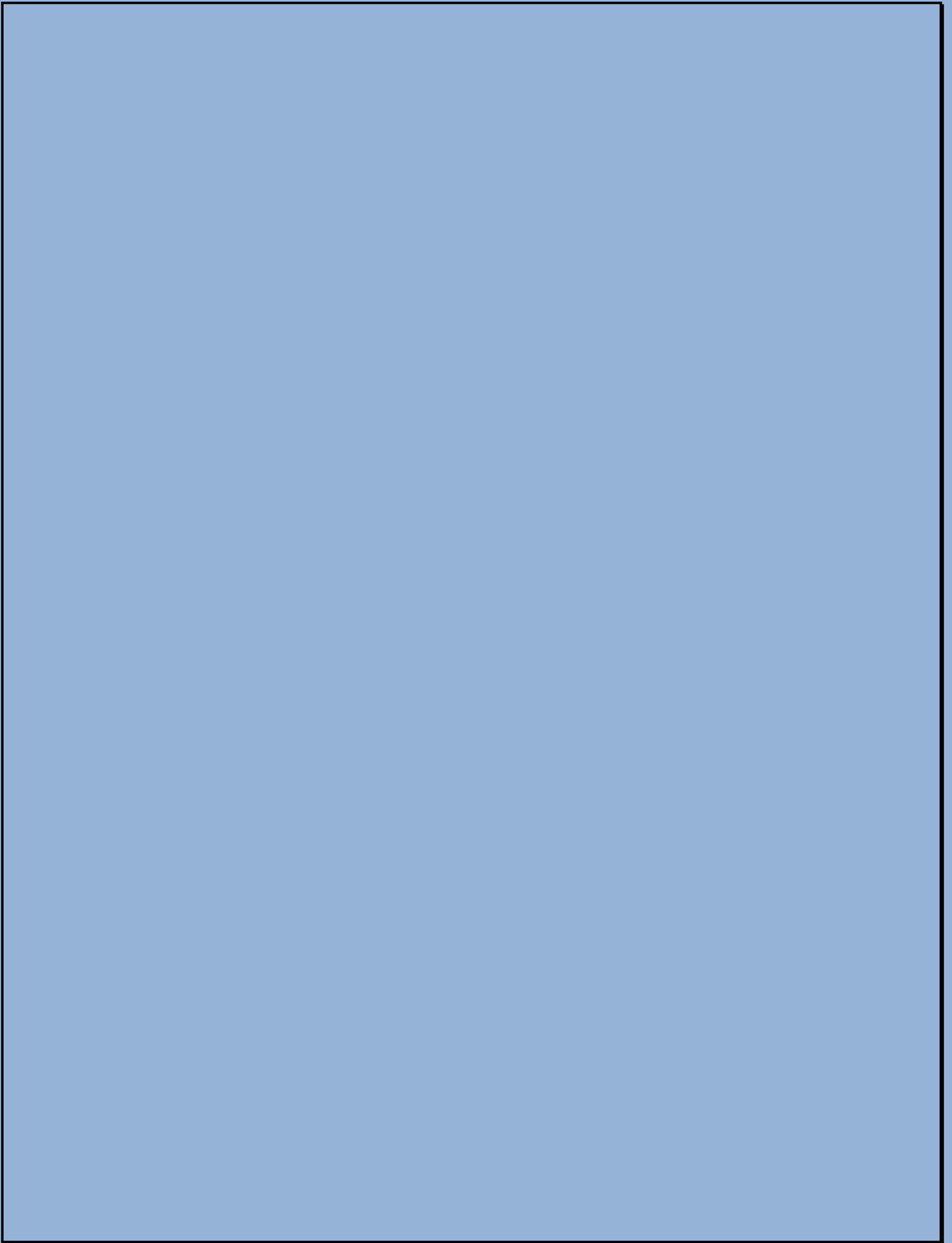
- Financial Report.....125
- Department Reports.....129
- Manager’s Report (Will be provided at the Meeting)

Closed Session NCGS 143-318 (a) (5) & (6)

Reconvene in Open Session

Adjourn

Presentations



**PROCLAMATION
RECOGNIZING APRIL 18, 2024
AS ELECTRICAL LINEMEN APPRECIATION DAY
IN THE TOWN OF SMITHFIELD, NORTH CAROLINA**

Whereas, the Town of Smithfield honors the profession of linemen, as this profession is a selfless service, steeped in personal, family and professional tradition; and

Whereas, electrical linemen are often first responders during storms and other catastrophic events, working to repair broken lines to make the scene safe for the citizens of the Town of Smithfield; as well as, other public safety workers; and

Whereas, electrical linemen work on the Town of Smithfield power lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

Whereas, due to the danger of their work with thousands of volts of electricity high atop power lines, these linemen put their lives at risk every day for the citizens of the Town of Smithfield with little recognition from the community regarding the danger of their work; and

Whereas, the U.S. Senate in April of 2013 first recognized the efforts of electrical linemen in keeping the power on and protecting public safety, and has designated by resolution the annual celebration of a National Linemen Appreciation Day.

Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2024 as

Electrical Linemen Appreciation Day

and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.

M. Andy Moore, Mayor

PROCLAMATION
Recognizing KS Bank's 100
Years of Service in the Town of Smithfield

WHEREAS, KS Bank was established in 1924 and will be celebrating its centennial on April 28, 2024; and

WHEREAS, in 1924, KS Bank was known as Kenly Building & Loan Association, primarily providing home loans to individuals in Kenly, NC, and Johnston County; and

WHEREAS, in 2003, KS Bank moved its corporate headquarters to the Town of Smithfield and has evolved into a full-service, state-of-the-art community bank; and

WHEREAS, KS Bank is a financial institution that has demonstrated unwavering commitment to providing exceptional financial services to the residents and businesses of Smithfield; and

WHEREAS, for the past century, KS Bank has supported and invested in all types of businesses in the town which has made a positive impact on the economic growth and development of the Town of Smithfield; and

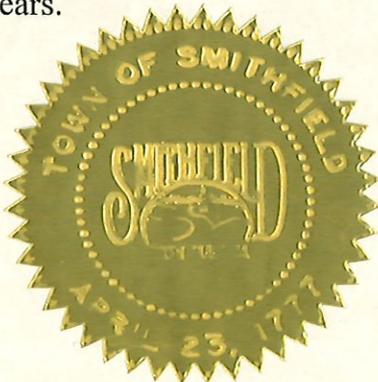
WHEREAS, KS Bank has been an integral part of the Town of Smithfield and the surrounding communities; and

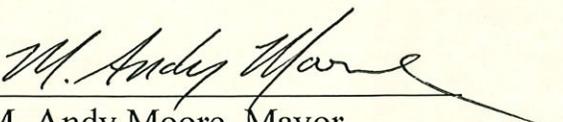
WHEREAS, The Town of Smithfield appreciates the contributions KS Bank has made to the community.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield, do hereby proclaim April 28, 2024 as

KS BANK DAY

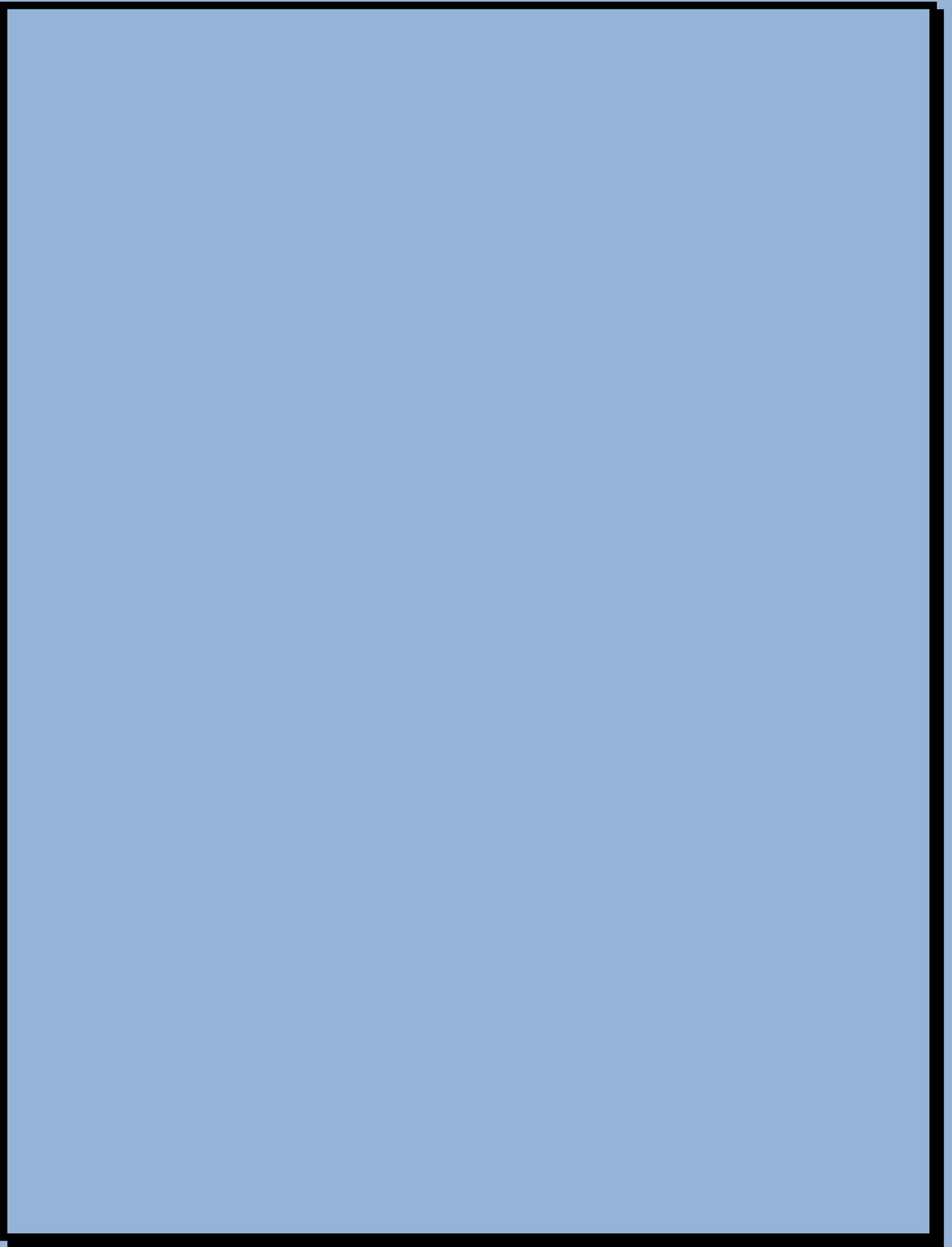
in the Town of Smithfield. We are delighted to celebrate the 100th anniversary of KS Bank's services to the Town of Smithfield. This milestone is a testament to the bank's commitment to the community and its ability to adapt and thrive over the years.




M. Andy Moore, Mayor

Consent

Agenda Items



The Smithfield Town Council met for a scheduled work session meeting on Tuesday, February 20, 2024 at 6:30 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Pete Hedrick, Chief of Police
Tim Kerigan, Human Resources
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Michael Sliger, Public Works Superintendent
Stephen Wensman, Planning Director

Also Present

Bob Spence, Jr., Town Attorney

Administrative Staff Absent

Lawrence Davis, Public Works Director
Greg Siler, Finance Director

Call To Order

Mayor Moore called the meeting to order at 6:30 pm

Approval of the Agenda

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

Add a Closed Session: Pursuant to NCGS 143-318.11 (a) (5) prior to the business items

Unanimously approved.

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

Mayor Pro-Tem Wood made a motion, seconded by Councilman Barbour, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at 6:33 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Councilman Stevens, to reconvene in open session. Unanimously approved at 7:34 pm.

Business Items:

1. Discussion concerning the structure of the working meeting

Town Manager Michael Scott informed the Council that staff had been working to determine the best use of the proposed second monthly Council meeting. Staff suggested holding public hearings at those meetings. The Manager questioned if the Council which to hold workshop type meetings or public hearings during the second monthly meeting. Other items to consider were allowing citizens comments and the recoding of the meetings.

Councilman Dunn stated he was in favor of allowing a citizen's comment period if the Council was going to take action during the second meeting. It was his opinion that all Town Council meetings should be recorded.

Councilman Stevens stated he was in favor of using the meetings to decide on previously tabled items. He further stated he wanted to be efficient with the Council's time and if a second meeting wasn't needed one month, then the Council should not meet.

Councilman Barbour stated he was in favor of using the meetings to hold public hearings. He explained the Council could hold the public hearing and deliberate on the item before making a final decision.

Mayor Moore stated it was important for the citizens to be able to address the Council because their comments were beneficial to the Council and the decisions being made. He further stated he saw the benefit of holding the public hearings at the second monthly meeting.

Mayor Pro-Tem Wood questioned if there were any concerns about advertising for the public hearings at the second monthly meeting. Town Manager Michael Scott responded staff was able to sufficiently advertise for the public hearings.

Mayor Moore informed the Council that if at any time the Council feels the second monthly meeting isn't productive or isn't working, the Council could vote to return to one meeting a month.

Councilman Lee stated he was in agreement with everyone's suggestions. He further stated it would be beneficial if the meetings were efficient and concise.

Mayor Moore asked for the Planning Director's input on holding the public hearings at the second monthly meeting. Mr. Wensman responded staff felt comfortable with all the requirements needed to hold a public hearing. He stated he liked the idea of holding the public hearing at one meeting and delaying a decision until the following meeting. It allowed the Council time to ask questions and think about the comments offered by those that address the Council before making a decision.

Town Attorney Bob Spence stated that during any quasi-judicial hearing, the Council was not permit to discuss the issue after the public hearing was closed.

Councilman Dunn stated that for consistency, both meetings should be held at the same time.

It was the consensus of the Council that citizens comments would be allowed at both meetings, both meetings would be recorded, and dinner would be served before each meeting. At the first meeting of the month, the Council would consider ceremonial items and all other business item. At the second meeting, the Council would hold public hearings and other business items.

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood, to hold two meetings a month on the first and third Tuesdays of every month beginning at 7:00 pm. Unanimously approved.

2. Continued discussion of Post-Employee Health Benefits

This item was not discussed.

3. Continued discussion on Fee in Lieu of Sidewalks (ZA-23-07)

This item was not discussed.

4. Continued discussions on Article 10 Amendments to the Unified Development Ordinance (ZA-23-06)

This item was not discussed.

5. FY 2024-2025 Continued Budget Discussion

Town Manager Michael Scott informed the Council that the Town received a grant in the State Budget in the amount of \$450,000 for public safety with no other determination on how the funds should be used. The Office of State Budget wants the Town to submit a scope of work to claim the funds. Staff requested funds for assistance with the Police Department expansion project's overages and for the purchase of a new fire engine. The state appropriations will not totally fund either project. He stated that since the funds are earmarked for public safety, the Council should decide the highest priority for those funds. He suggested using those funds for the Police Department expansion project's costs that exceeded the original budget since it would take several years to receive the fire engine.

Councilman Stevens made a motion, seconded by Councilman Barbour, to use the \$450,000 of state appropriated grant funding for the Police Department expansion project. Unanimously approved.

Town Manager Michael Scott informed the Council that the first draft of the budget was completed and all three funds are balanced. He stated the Council should decide how you want to meet and discuss the budget. He informed the Council that tipping fees would increase by \$2. If the Council wished to pass that fee onto the customers, it would be an increaser of \$.55 a month per customer. He further stated that the County Public Utilities Director informed the Town that she will be requesting a 6% increase in wholesale sewer rates. The County may also increase landfill tipping fees. There was also a 2% increase in electric rates based on the rate study conducted.

The Town Manager informed the Council that Chief of Police Hedrick was working on a proposal for Johnston County Schools to put Smithfield Police Officers back in Smithfield schools. Chief Hedrick was waiting to hear back from Johnston County schools.

Councilman Barbour stated he thought the reason Smithfield Police Officers were not school resource offers was because Smithfield did not have the needed staff for regular operations. Chief Hedrick responded that he was approached by the school system to determine if it was possible to have Smithfield Police Officers serve as school Resource Officers in the Smithfield schools. He stated this was contingent on hiring the five officers and one supervisor needed for the schools.

Councilman Lee questioned if this was an all or nothing type deal. Chief Hedrick responded he felt the schools would appreciate any number of Smithfield Officers in the Smithfield school. They knew it was contingent on the number of people they could hire for those school resource officer positions. More information would be forthcoming.

Town Manager Michael Scott also informed the Council that Outlet Center Drive was in need of repair. The Public Works Director was working with NCDOT to determine a cost for temporary striping. He further indicated there may be some future state funding for Outlet Center Drive. The draft budget would also include changes to the Powell Bill budget. Funds were earmarked for repaving only.

Councilman Barbour requested an update on the Multipurpose path. Planning Director Stephen Wensman responded that it was a slow process, but it was moving forward.

ADJOURN

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

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, March 5, 2024 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Marlon Lee, District 1
Sloan Stevens, District 2
Travis Scott, District 3
Dr. David Barbour, District 4
John Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Roger Wood, Mayor Pro-Tem

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Director
Pete Hedrick, Chief of Police
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
Greg Siler, Finance Director
Stephen Wensman, Planning Director

Also Present

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

Mayor Moore called the meeting to order at 7:01 pm.

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Dunn made a motion, seconded by Councilman Scott, to approve the agenda with the following amendments. Unanimously approved.

Add to the Consent Agenda:

11. Special Event: Easter Reenactment – Centenary United Methodist Church is requesting to close South Second Street from Johnston Street to Market Street on Sunday, March 24, 2024 from 3:45 pm until 7:00 pm. The event will take place from 4:00pm until 6:00 pm.
12. Special Event: Transgender Day of Visibility – Bennett Chapman is requesting to hold a speaking event and march on Sunday, March 31, 2024 from 4:00 pm until 6:00 pm at the corner of Market Street and South Second Street. The event includes a request to use amplified sound.

Remove from the Consent Agenda and add to the Business Items:

4. Special Event: Red, White & Brews Festival – The Downtown Smithfield Development Corporation is requesting to hold an event in the 100 block of South Third Street on Sunday, June 30, 2024 from 10:00am until 6:00pm. This request includes the closure of the 100 block of South Third Street, amplified sound, food truck sales and alcohol sales – (Became Business Item 5)
8. Consideration and request for approval to award a bid in the amount of \$12,250.00 to David Hinton Construction Co. for walkway and concrete work at the 2nd Street Dog Park- (Became Business Item 6)

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

PRESENTATIONS: None

PUBLIC HEARINGS: None

CITIZEN'S COMMENTS:

- Lindsey Bean expressed concerns about the property at 9 Alpine Court.
- Alice Vick expressed concerns about several Smithfield Police Officers
- Peter Hulth expressed concerns about the proposed Buffalo Road rezoning request.
- Terri Billot, owner of the Twisted Willow, stated she was concerned about the Farmer's Market not being on the agenda until the April 2nd Town Council meeting. She stated she was trying to secure vendors for the events.

CONSENT AGENDA:

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

1. Minutes
 - a. January 23, 2024 – Regular Meeting
 - b. January 30, 2024 – Recessed Meeting
 - c. February 6, 2024 – Regular Meeting
2. Special Event: Shamrock N Roll – Approval was granted to allow the Bulldog's Harley - Davidson to hold an event at 1043 Outlet Center Drive on Saturday, March 16, 2024 from 12:00pm until 4:30 pm. Also approved was amplified sound, a food truck, merchandise for sale and free beer.
3. Special Event: Spring Fling - Approval was granted to allow the owners of Twisted Willow to hold an event in the 100 block of South Third Street on Saturday, May 18, 2024 from 9:30am until 2:30pm. This request includes the closure of South Third Street, amplified sound, and merchandise for sale.
4. Approval was granted to promote a Police Officer II to the rank of Master Police Officer
5. Approval was granted to promote a Police Officer I to the rank of Police Officer II
6. Approval was granted to enter into a contract with Thompson, Price, Scott, Adams & Company, PA. to perform the Town's 2024 annual audit
7. Approval was granted to adopt Resolution No. 742 (03-2024) appointing Michael O'Dowd to the Downtown Smithfield Board of Directors

TOWN OF SMITHFIELD
RESOLUTION NO. 742 (03-2024)
Supporting an Appointment to the Downtown Smithfield
Development Corporation's Board of Directors

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

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

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors have recommended the new appointment of Michael O'Dowd; and

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

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

8. New Hire Report

<u>Recently Hired</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Part-Time Athletics Staff (2)	P&R – Recreation	10-60-6200-5300-0210	\$10.00/hr.
Part-Time Fitness Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Part-Time Police Officer	Police	10-20-5100-5100-0200	\$22.26/hr.
Part-Time SRAC General Staff	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.
Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$17.21/hr. (\$35,796.80/yr.)
Police Officer I (4)	Police	10-20-5100-5100-0200	\$22.26/hr. (\$49,773.36/yr.)

<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>
Aquatic Center Supervisor	P&R - Aquatics	10-60-6220-5100-0200
Firefighter	Fire	10-20-5300-5100-0200
Police Officer (6)	Police	10-20-5100-5100-0200

9. Special Event: Easter Reenactment – Approval was granted to allow Centenary United Methodist Church is requesting to close South Second Street from Johnston Street to Market Street on Sunday, March 24, 2024 from 3:45 pm until 7:00 pm. The event will take place from 4:00pm until 6:00 pm.

10. Special Event: Transgender Day of Visibility – Approval was granted to allow Bennett Chapman to hold a speaking event and march on Sunday, March 31, 2024 from 4:00 pm until 6:00 pm at the corner of Market Street and South Second Street. The event includes a request to use amplified sound

BUSINESS ITEMS:

1. Buffalo Road Rezoning Request (CZ-23-01)

Town Manager Michael Scott reminded the Council that at last month's meeting, the Council chose to table a decision on this matter following the public hearing. The applicant requested this item to be tabled until the April 2, 2024 Town Council Meeting.

Councilman Barbour made a motion, seconded by Councilman Stevens, to table the Buffalo Road Rezoning Request (CZ-23-01) until the April 2, 2024 Town Council meeting. Unanimously approved.

2. Discussion Concerning Wholesale Electric Rates

Public Utilities Director Ted Credle addressed the Council on a proposed wholesale electric rate increase. He explained that in 2020, the Town sked USF to conduct an electric rate study. The study included a 2% rate increase in FY 2024-2025. The study did not foresee was the 70% increase in the price of natural gas in 2022. Natural gas made up 35% of all Duke Energy generation in 2022. As a result, there was a very large deficit in the True-ups with all bulk customers including NCEMPA members. Mr. Credle further explained "true-ups" and the costs to the Town. He further stated that future economic indicators are also predicting that 2023 may be another large energy debt. As a result, public utilities will be seeking a 6% rate increase to cover the cost. To further explain, he stated the 6% increase would the average bill about \$7.00 per month. Staff will discuss this further with the Council during the budget discussions.

Councilman Scott made several inquiries about the information provided. He stated the Town was efficiently operating the utility fund.

3. Special Event: Ham & Yam Festival - The Downtown Smithfield Development Corporation is requesting to modify the annual event to include the sale of alcohol

Planning Director Stephen Wensman explained this annual event was being presented to the Council because it was being modified to include alcohol sales. He explained DSDC President John Billot was in attendance to address any of the Council concerns.

Mr. Billot explained that the DSDC has experience a lot of changes in the past few months. The promotions

committee has been tasked with the planning and implementation of the annual Ham and Yam Festival. The committee has implemented a lot of changes in the event and now has a total of almost 200 vendors wishing to participate. The committee reviewed survey data which revealed dissatisfaction at the lack of beer or wine at the festival. He explained the committee was proposing two tents at the amphitheater and two tents on South Third Street that would sell beer and/or wine. Designated areas for alcohol consumption would be clearly labeled. Mr. Billot further stated he spoke with Chief Hedrick and he did not believe he would have to increase Police staffing for the event.

Councilman Scott expressed his opposition to allowing beer and wine sales to what has historically been a family festival. Mr. Billot responded that the majority of the festival was family friendly and alcohol would not be permitted in all areas of the festival.

Councilman Dunn questioned if alcohol sales and consumption would be limited to South Front Street and South Third Street. Mr. Billot responded in the affirmative.

Councilman Stevens stated the Ham and Yam festival was very personal for him because his family ties to the event. He expressed his appreciation to the committee and all they were doing to grow the festival and its popularity. He suggested additional staffing for the areas in question.

Councilman Dunn questioned if the Police Chief thought Police staffing would be an issue. Chief Herick responded that he was relying on his veteran staff for their input on the appropriate staffing level needed. He felt that the Police Department could easily handle the festival.

Councilman Barbour stated he was concerned that while the alcohol sales would attract a different type of festival goer it would also alienate others. He stated there needed to be a way to attract family groups by offering more family friendly activities that is not offensive to anyone. He felt that any event with alcohol sales should be limited to the evening hours.

Mr. Billot stated it was the intent of the DSDC to bring people downtown not only to enjoy the events, but also to patronize the downtown businesses. It has been his experience that when beer and wine are served at the downtown events, people stay longer and spend more money.

Councilman Stevens stated that he was opposed to allowing alcohol consumption and sales in all parts of the festival, but was in favor of allowing beer/wine sales and consumption in clearly designated areas. He further stated this the first-time trying beer/wine sales at the Ham and Yam festival and if it does not work, it can be eliminated next year. As a proud sponsor of the festival, he was willing to at least give it a try.

Mayor Moore questioned if the designated area for sales and consumption would be clearly defined and sectioned off. Mr. Billot responded in the affirmative. He further stated that Police would be monitoring it closely to ensure beer/wine would not leave the designated areas.

Councilman Stevens made a motion, seconded by Councilman Dunn, to approve the request to allow sale and consumption of beer and/wine in the 100 block of South Third Street and Front Street near the amphitheater with more of a police presence and with the option for the Police Chief to prohibit all alcohol sales should it become an issue.

Before Mayor Moore called for a vote, Town Manager Michael Scott requested that the motion include that staff must approve all safety and security measures to eliminate underage consumption of alcohol and that alcohol will be prohibited from leaving the designated areas.

Councilman Stevens amended his motion, seconded by Councilman Dunn, to approve the request to allow sale and consumption of beer and/wine in the 100 block of South Third Street and Front Street near the amphitheater with more of a police presence and with the option for the Police Chief to prohibit all alcohol sales should it become an issue. Also, that staff must approve all safety and security measures to eliminate underage consumption of alcohol and that alcohol will be prohibited from leaving the designated areas. Councilman Stevens, Councilman Dunn, Councilman Rabil and Mayor Moore voted in favor of the motion. Councilman Lee, Councilman Scott and Councilman Barbour voted against the motion. Motion passed 4 to 3.

4. Consideration and request for approval to award a bid in the amount of \$274,800 to Joe Johnson Equipment for the purchase of a garbage truck for the Public Works Sanitation Department

Public Works Director Lawrence Davis addressed the Council on a request to award a bid to Joe Johnson Equipment for the purchase of a new garbage truck. He explained that for FY 2023-2024, the Council budgeted \$300,000 for this purchase. It was the recommendation of the Public Works department to purchase the 2024 Labrie LEACH 2R-III trash truck from Joe Johnson Equipment in the amount of \$274,800.00 (including license and registration fees). He asked that the Council consider purchasing the additional 5-year warranty for \$14,1493.00.

Councilman Scott made a motion, seconded by Councilman Barbour, to purchase the garbage truck and the five-year warranty from Joe Johnson Equipment in the amount of \$291,493. Unanimously approved.

5. Special Event: Red, White & Brews Festival – The Downtown Smithfield Development Corporation is requesting to hold an event in the 100 block of South Third Street on Sunday, June 30, 2024 from 10:00am until 6:00pm. This request includes the closure of the 100 block of South Third Street, amplified sound, food truck sales and alcohol sales.

Planning Director Stephen Wensman stated this was a DSDC event and John Billot was present to address any concerns.

DSDC President John Billot stated this event was held last year and it was successful. He's requesting that the DSDC be allowed to hold this event again.

Councilman Barbour stated he had concerns with alcohol sales and amplified sound in the form of a band beginning at 10:00 am on Sunday morning. Since this was being held on a Sunday, he felt more comfortable with those items not beginning until 12:00pm. Mr. Billot responded it was the intent that no amplified sound or alcohol sales begin until 12:00pm. The 10:00 am time listed on the application was to allow for the street closure and set up.

Councilman Dunn made a motion, seconded by Councilman Stevens, to approve the request with amplified sound and alcohol sales beginning at 12:00pm. Councilman Dunn, Councilman Stevens, Councilman Lee, Councilman Barbour and Councilman Rabil voted in favor of the motion. Councilman Scott voted against the motion. Motion passed 5 to 1.

6. Consideration and request for approval to award a bid in the amount of \$12,250.00 to David Hinton Construction Co. for walkway and concrete work at the 2nd Street Dog Park

Parks and Recreation Director Gary Johnson addressed the Council on a request to award a bid to David Hinton Construction Company for walkway and concrete work at the 2nd Street Dog Park. He explained this was added to the budget by the Council for concrete pads for the tables and benches at the park. He further explained that by adding the sidewalks it creates handicapped accessibility.

Councilman Barbour stated he was concerned about spending additional funds on a park not owned by the Town. He further stated the Town should be spending funds on land it owns and not land it leases.

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

7. FY 2024-2025 Budget Discussion

Town Manager Michael Scott explained this was on the agenda in the event the Council wanted to begin budget discussions or if the Council wished to recess this meeting to another date prior to the March 19th meeting.

Councilmembers Comments:

- Councilman Scott provided the Council on the Waste/Sewer Regionalization meetings.

Town Manager's Report:

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

- Mother-Son Dance at SRAC, April 13th.
- Litter Sweep scheduled for Saturday, April 20th.
- The next Town Council meeting will be held on March 19th at 7:00 pm

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

Councilman Barbour made a motion, seconded by Councilman Scott, to go into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 8:30 pm.

Reconvene in Open Session

Councilman Rabil made a motion, seconded by Councilman Dunn, to reconvene the meeting in Open Session. Unanimously approved at approximately 9:41 pm

No action taken following the Closed Session.

Adjourn

Councilman Lee made a motion, seconded by Councilman Stevens, adjourn the meeting. The meeting adjourned at approximately 9:42 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in Special Session on Monday, March 11, 2024 at 7:00 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:
Roger Wood, Mayor Pro-Tem
Sloan Sevens, District 2
Dr. David Barbour, District 4
John Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent
Marlon Lee, District 1
Travis Scott, District 3

Administrative Staff Present
Michael Scott, Town Manager
Shannan Parrish, Town Clerk

Call to Order

Mayor Moore called the meeting to order at 7:01pm

Approval of the Agenda

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

Add a Business Item: FY 2024-2025 Budget Discussion following the Closed Session.

Unanimously approved.

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

Councilman Barbour made a motion, seconded by Councilman Dunn, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at 7:04 pm.

Reconvene In Open Session

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to reconvene in Open Session. Unanimously approved at 7:58 pm.

Business Item:

1. FY 2024-2025 Budget Discussion

Town Manager Michael Scott informed the Council that staff will be bring an item to them for consideration at the May 19, 2024 Council Meeting. He stated Human Resources Director Tim Kerigan has been informed that the current Employee Health benefit provider, Cigna, will be increasing the Town's rates by 13%. Mr. Kerigan explored other options since the premium increase with Cigna was significant. Gallagher is a broker that works with the NC Health Insurance Program (NCHIP) which was a risk pool of twenty-eight North Carolina municipalities and counties. He further explained the program and the benefits to the Town and the employees.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 8:11 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 04/02/2024

Subject: Bulldog Harley-Davidson Bike Night
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to Bike Night on April 11, 2024 from 5:00 pm to 8:00 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. Map of the Event



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Bulldog Harley-Davidson is requesting to hold a Bike Night at 1043 Outlet Center Drive on April 11, 2024. This event will run from 5:00 pm-8:00 pm. Amplified sound will be used beginning at 5:00 pm in the form of a DJ. Food will be provided by J's Woodfire BBQ. Beer will be given away by the applicant, limit 2 per person. Vendors will be selling merchandise. This event is expected to draw a small crowd. Promotions and giveaways will also be included. The applicant has been instructed to contact Smithfield Police if a police presence 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>Bike Night</u> Name of Event	<u>1043 Outlet Center Drive Smithfield 27577</u> Location of Event/Use (exact street address)
------------------------------------	--

APPLICANT:

Name Taylor Viane
 Address 6626 Vaughn Rd Fayetteville 28304
 Phone number 910-733-9660
 Email address taylor.f@bulldoghasteydavidson.com
 Event date Thursday April 11th
 Event start time 5:00 PM
 Event set up time 3:00 PM
 Sound Amplification Type DJ, speakers
 Sound Amplification Time 5:00 PM

PROPERTY OWNER:

Name Carson Baker
 Address 1508 Hope Mills Road Fayetteville 28304
 Phone number 910-734-8509
 Email address carson@bulldoghasteydavidson.com
 Will alcohol be sold or served? Y or N
 Event end time 8:00 PM
 Event cleanup time 7:30-8:30 PM
 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)? No

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

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

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

Monthly bike night to unite the riding community. Food truck, beer (limit 2),
music, * promotions * giveaways.

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.

Taylor Viané
Applicant's Name (Print)

Taylor Viané
Signature

3/11/24
Date

Planning Director Signature: [Signature]

Date: 3/22/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Taylor Viane (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) Carson Baker

Address 1508 Hope Mills Road Fayetteville NC Zip 28304

Phone number 910-734-8509 Email carson@bulldogharleydavidson.com

Signature:  Date: 3-11-24

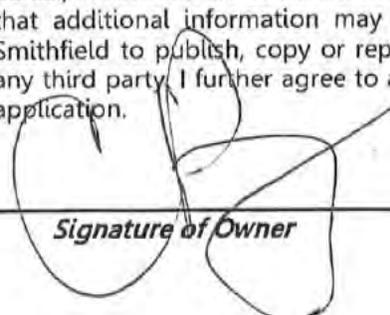
OWNER'S CONSENT FORM

Name of Event: Bike Night Submittal Date: 3/11/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Taylor Viane (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

Carson Baker
Print Name

3/11/24
Date

Food Establishment Inspection Report

Score: 100

Establishment Name: J'S WOODFIRE PIZZA AND BBQ

Establishment ID: 6096030131

Location Address: 690 S. JORDAN CHAPEL RD.

City: MT. OLIVE State: North Carolina

Zip: 28365 County: 96 Wayne

Permittee: J'S WOODFIRE PIZZA AND BBQ LLC

Telephone: (919) 273-8554

Inspection Re-Inspection Educational Visit

Wastewater System:

Municipal/Community On-Site System

Water Supply:

Municipal/Community On-Site Supply

Date: 03/14/2024 Status Code: A

Time In: 10:45 AM Time Out: 11:45 AM

Category#: III

FDA Establishment Type: _____

No. of Risk Factor/Intervention Violations: 1

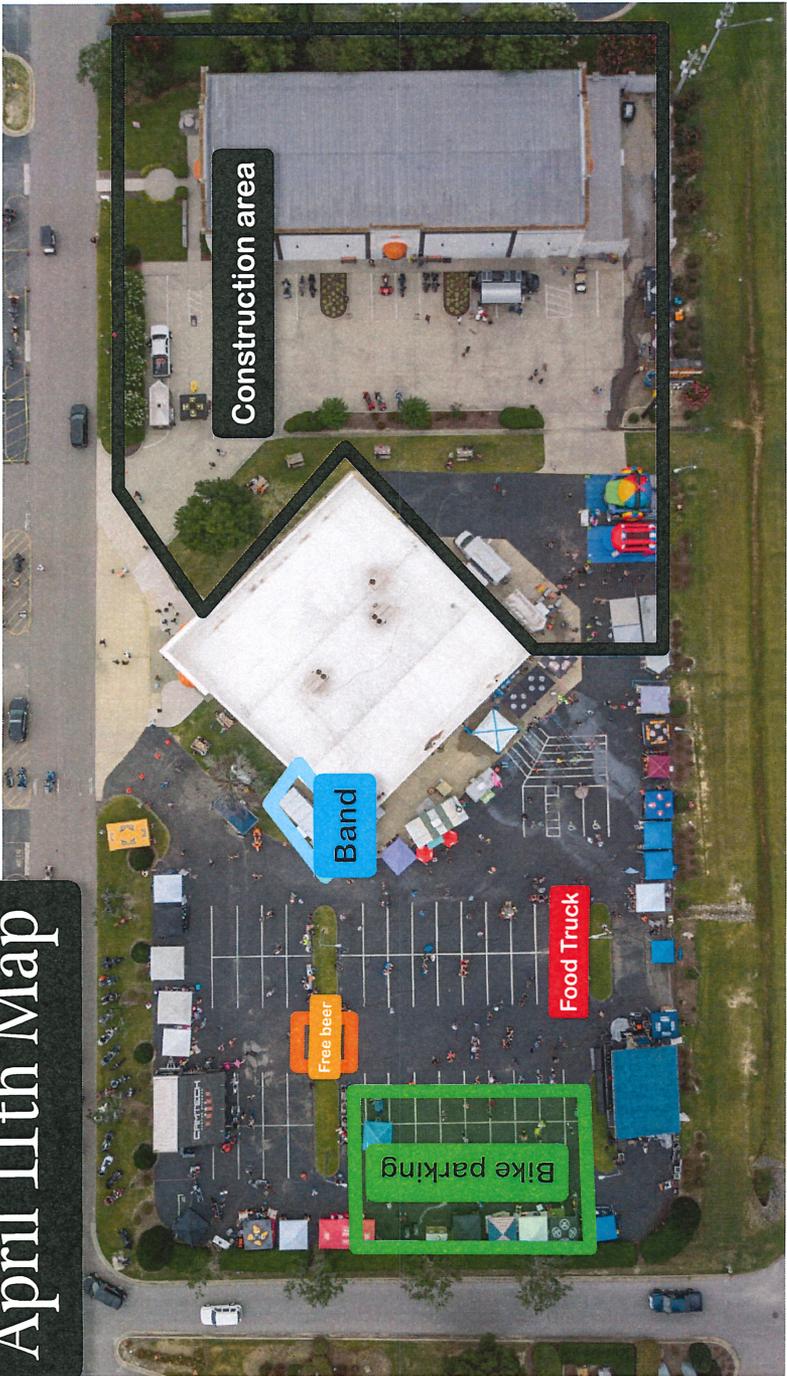
No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions						
Risk factors: Contributing factors that increase the chance of developing foodborne illness.						
Public Health Interventions: Control measures to prevent foodborne illness or injury						
Compliance Status	OUT	CDI	R	VR		
Supervision .2652						
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
PIC Present, demonstrates knowledge, & performs duties						
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Certified Food Protection Manager						
Employee Health .2652						
3	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Management, food & conditional employee; knowledge, responsibilities & reporting						
4	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper use of reporting, restriction & exclusion						
5	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Procedures for responding to vomiting & diarrheal events						
Good Hygienic Practices .2652, .2653						
6	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper eating, tasting, drinking or tobacco use						
7	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
No discharge from eyes, nose, and mouth						
Preventing Contamination by Hands .2652, .2653, .2655, .2656						
8	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Hands clean & properly washed						
9	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
No bare hand contact with RTE foods or pre-approved alternate procedure properly followed						
10	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Handwashing sinks supplied & accessible						
Approved Source .2653, .2655						
11	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food obtained from approved source						
12	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food received at proper temperature						
13	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food in good condition, safe & unadulterated						
14	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Required records available: shellstock tags, parasite destruction						
Protection from Contamination .2653, .2654						
15	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food separated & protected						
16	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food-contact surfaces: cleaned & sanitized						
17	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper disposition of returned, previously served, reconditioned & unsafe food						
Potentially Hazardous Food Time/Temperature .2653						
18	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper cooking time & temperatures						
19	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper reheating procedures for hot holding						
20	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper cooling time & temperatures						
21	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper hot holding temperatures						
22	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper cold holding temperatures						
23	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper date marking & disposition						
24	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Time as a Public Health Control; procedures & records						
Consumer Advisory .2653						
25	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Consumer advisory provided for raw/undercooked foods						
Highly Susceptible Populations .2653						
26	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Pasteurized foods used; prohibited foods not offered						
Chemical .2653, .2657						
27	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food additives: approved & properly used						
28	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Toxic substances properly identified stored & used						
Conformance with Approved Procedures .2653, .2654, .2658						
29	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Compliance with variance, specialized process, reduced oxygen packaging criteria or HACCP plan						

Good Retail Practices						
Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.						
Compliance Status	OUT	CDI	R	VR		
Safe Food and Water .2653, .2655, .2658						
30	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Pasteurized eggs used where required						
31	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Water and ice from approved source						
32	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Variance obtained for specialized processing methods						
Food Temperature Control .2653, .2654						
33	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Proper cooling methods used; adequate equipment for temperature control						
34	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Plant food properly cooked for hot holding						
35	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Approved thawing methods used						
36	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Thermometers provided & accurate						
Food Identification .2653						
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Food properly labeled: original container						
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657						
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Insects & rodents not present; no unauthorized animals						
39	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Contamination prevented during food preparation, storage & display						
40	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Personal cleanliness						
41	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Wiping cloths: properly used & stored						
42	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Washing fruits & vegetables						
Proper Use of Utensils .2653, .2654						
43	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
In-use utensils: properly stored						
44	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Utensils, equipment & linens: properly stored, dried & handled						
45	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Single-use & single-service articles: properly stored & used						
46	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Gloves used properly						
Utensils and Equipment .2653, .2654, .2663						
47	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used						
48	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Warewashing facilities: installed, maintained & used; test strips						
49	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Non-food contact surfaces clean						
Physical Facilities .2654, .2655, .2656						
50	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Hot & cold water available; adequate pressure						
51	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Plumbing installed; proper backflow devices						
52	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Sewage & wastewater properly disposed						
53	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Toilet facilities: properly constructed, supplied & cleaned						
54	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Garbage & refuse properly disposed; facilities maintained						
55	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Physical facilities installed, maintained & clean						
56	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Meets ventilation & lighting requirements; designated areas used						
TOTAL DEDUCTIONS: 0						



April 11th Map





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 04/02/2024

Subject: Bulldog Harley-Davidson 2nd Anniversary Party
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold their 2nd Anniversary Party on April 13, 2024 from 12:00 pm to 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. Map of the Event



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Bulldog Harley-Davidson is requesting to hold their 2nd Anniversary Party at 1043 Outlet Center Drive on April 13, 2024. This event will run from 12:00 pm-5:00 pm. Amplified sound will be used between 12:00pm-5:00pm in the form of a band/DJ. Food will be provided by various food trucks. Beer will be given away by the applicant, limit 2 per person. Vendors will be selling merchandise. NC Special Police, LLC has been hired to provide security.



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>2nd Anniversary Party</u> Name of Event	<u>1043 Outlet Center Drive Smithfield 27577</u> Location of Event/Use (exact street address)
--	--

APPLICANT:

Name Taylor Viane

Address 6626 Vaughn Rd. Fayetteville 28304

Phone number 910-733-9660

Email address taylor.f@bulldogharleydavidson.com

Event date Sat. April 15th

Event start time 12:00 PM

Event set up time 10 AM

Sound Amplification Type Band + DJ

Sound Amplification Time 12 PM

PROPERTY OWNER:

Name Carson Baker

Address 1508 Hope Mills Rd Fayetteville 28304

Phone number 910-734-8509

Email address carson@bulldogharleydavidson.com

Will alcohol be sold or served? Y N

Event end time 5 PM

Event cleanup time 5 PM

Will food or goods be sold? Y N

Food Trucks (if applicable) 4 (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: NC Special Police LLC
(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? Y or N How many? _____

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

We're celebrating 2 yrs of Bulldog HD! We'll have a local band, vendors, food trucks + ~~many~~ lots of bikes! We wanna bring Smithfield together + celebrate Spring + our anniversary together

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.

Taylor Viane Taylor Viane 3/11/23
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephan Wynn Date: 3/22/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Taylor Viane (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) Carson Baker
Address 1508 Hope Mills Rd Fayetteville Nc Zip 28304
Phone number 910-734-8509 Email carson@bulldogharleydavidson.com
Signature: [Handwritten Signature] Date: 3/11/23

OWNER'S CONSENT FORM

Name of Event: 2nd Anniversary Party Submittal Date: 3/11/23

OWNERS AUTHORIZATION

I hereby give CONSENT to Taylor Viane (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.

[Handwritten Signature]
Signature of Owner
Carson Baker
Print Name
3/11/23
Date

Time In: 07:41 am pm Time Out: 08:40 am pm Total 59 minutes New Transitional Plan Review

El Jefecito Trailer

Name of Establishment

600 W King ST

Address 1:

Address 2:

Hillsborough

NC

27278

City:

State:

ZIP:

El Jefecito LLC

Permittee

Laureano Cortez Hernandez

Manager or Person in charge

Mailing Address Same

El Jeferito Trailer

Mailing Name

4419 Ryan St

Mailing Address 1

Mailing Address 2

Durham

NC

27704

City:

State:

ZIP:

(919) 448-8391

() -

(919) 885-3778

Phone

Fax

Emergency Phone Number

eljefecitontheroad@gmail.com

Email Address

68

Orange

County #

5-5 - Municipal/Community

3-3 - Municipal/Community

II

02

Water Supply

Wastewater System

Risk Category

Territory #

Capacity:

0364 ← Enter last 4 digits only

3 - Mobile Food

1

Facility ID

Old Facility ID:

Operate a:

Status Code

Map #

Parcel ID #

Permit Date: 05 / 15 / 2019

Lat.

Long.

TFE Expiration Date: / /

Push Cart or MFU Pushcart MFU

Village Diner

Pushcart/Mobile Food Unit operating in conjunction with:

Restaurant or Commissary ID:

Transitional Permit Conditions: **Transitional Permit Expires:** / /

90 days 180 days

Non-Compliant items completed by:

Fresh water must be obtained from the commissary and gray water disposal at the commissary every day the truck is in use. All supplies are to be stored in the commissary. Any changes in the menu are to be approved by the Health Dept. Schedule must be maintained updated with the Health dept

Characters Remaining

3706

Non-Compliant Remarks

Click the checkbox to add non-compliant remarks.

Characters Remaining

4000

EHS Signature:

Establishment Assigned To
1505-Thigpen, Wendy

Manager/Person in charge

1505-Thigpen, Wendy 05 / 15 / 2019

owner

05 / 15 / 2019

EHSID

Date:

Title

Date:

26
Print

Name of Establishment: El Jefecito Trailer Permittee: El Jefecito LLC

Location Address: 600 W King ST

City: Hillsborough State: NC Zip: 27278 Manager/Person in Charge: Laureano Cortez Hernandez

Billing Name: El Jeferito Trailer County: Orange

Billing Address: 4419 Ryan St

City: Durham State: NC Zip: 27704 Status Code: I

Email Address: eJefecitontheroad@gmail.com Establishment ID: 4068030364

Phone: (919) 448-8391 Fax: _____ Map #: _____ Parcel ID: _____

Emergency Phone Number: (919) 885-3778 Lat: _____ Long: _____

Permission is granted to operate a 3 - Mobile Food as defined in G.S. 130A-247(l) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater Systems: Municipal/Community On-Site System Capacity: _____ Category #: 0 1 2
Water Supply: Municipal/Community On-Site System 3 4

Pushcart/Mobile Food Unit operating in conjunction with: Village Diner
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Establishment assigned to: 1505-Thigpen, Wendy

Fresh water must be obtained from the commissary and gray water disposal at the commissary every day the truck is in use. All supplies are to be stored in the commissary. Any changes in the menu are to be approved by the Health Dept. Schedule must be maintained updated with the Health dept

Attachments

Transitional Permit Conditions

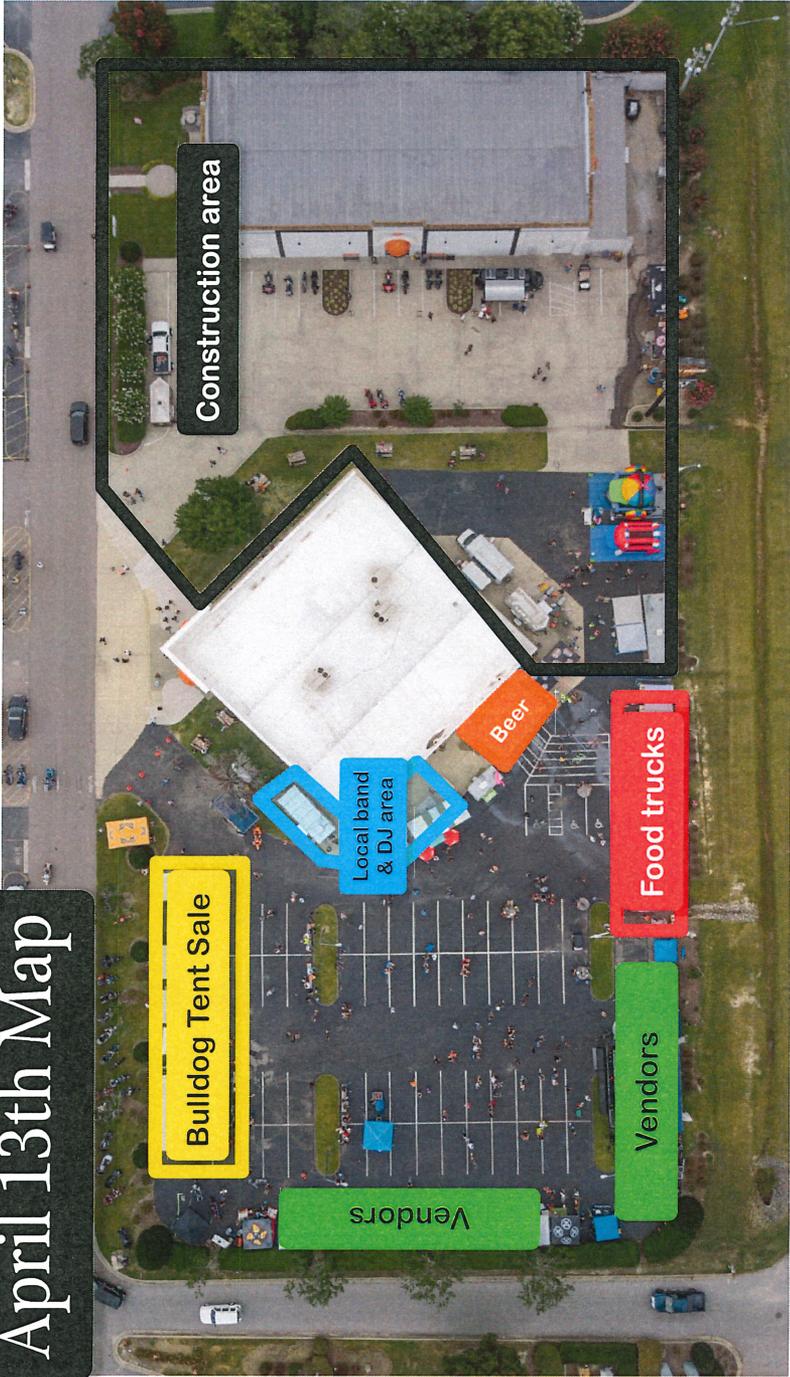
This permit shall expire on _____ and is not renewable. All non-compliant items listed herein and on attached pages (if applicable) must be completed within 90 / 180 days days. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: [Signature] Title: owner Date: 05/15/2019
Manager/Person in Charge

Signed By: [Signature] REHS#: 1505-Thigpen, Date: 05/15/2019
Division of Public Health

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Environmental Health Section, 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00)

April 13th Map





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 04/02/2024

Subject: Juneteenth Celebration
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow the DSDC to hold a Juneteenth Celebration on June 15, 2024.

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. Map of the Event



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

The DSDC is requesting to hold a Juneteenth Celebration on June 15, 2024 from 12:00 pm to 6:00 pm. This event will be held at the Neuse River Amphitheater (200 S. Front Street). This event will celebrate African American heritage and culture. Musical acts will be funded by the Johnston County Arts Council Grassroots grant for multicultural artists. Amplified sound will be used during those same times in the form of an amplifier and speakers. Alcohol will **not** be sold or served. Food will be sold. The applicant is requesting the 100 block of South Front Street to be closed. They are asking for 6 trash cans.



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 Live Band
- 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>Juneteenth Celebration</u> Name of Event	<u>200 S Front St Smithfield / Amphitheatre</u> Location of Event/Use (exact street address)
--	---

APPLICANT:

Name John Bilott (DSDC)

Address 139 Topsail Island Dr
Garner NC 27529

Phone number 984-222-9692

Email address wthunter142@gmail.com

Event date June 15 2024

Event start time 12P

Event set up time 11A

Sound Amplification Type Amps / Speakers

Sound Amplification Time 12P - 6P

PROPERTY OWNER:

Name Town of Smithfield

Address _____

Phone number _____

Email address _____

Will alcohol be sold or served? Y or N

Event end time 6P

Event cleanup time 6 - 7P

Will food or goods be sold? or N

Food Trucks (if applicable) 2 to be determined but will be 2 already vetted for Ham + Yam
(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)? House River Amphitheatre / Smithfield Town Commons Park

If any town streets require closure, please list all street names. 100 block South Front St.

Are event trash cans needed? or N How many? 6

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

DSAC hosted First Celebration of Juneteenth. Celebrating African American heritage and culture. Musical acts will be funded by the Johnston Co Arts Council Grassroots grant for multicultural Artists.

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.

<u>John Bilott</u>		<u>3/20/24</u>
Applicant's Name (Print)	Signature	Date

Planning Director Signature: <u>Stephen Wynn</u>	Date: <u>3/22/24</u>
--	----------------------



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 04/02/2024

Subject: Evening Markets on Third
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow the DSDC to have Evening Markets on South Third Street

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. Map of the Event Area



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

The DSDC is requesting to have Evening Markets on Third. The dates are as follows: July 13th, July 27th, August 10th and August 24th, 2024. All events would operate from 5:00 pm to 9:00 pm. 30 to 40 farmer and artesian vendors will sell their products. They plan to have two beer tents set up and 1 dessert food truck. Live music will be played between 5:00-9:00 pm. The applicant has asked for the 100 block of South Third Street to be closed. 8 trash cans have been requested for this event.



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 Live Band
- 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>Evening Markets on Third</u> Name of Event	<u>100 block South Third St.</u> Location of Event/Use (exact street address)
--	--

APPLICANT:

Name John Bilott COSDC

Address 139 Topsail Island Dr
Garner NC 27529

Phone number 984-222-9692

Email address wthunter142@gmail.com

Event date 7/13 : 7/27 8/10 & 8/24

Event start time 5P

Event set up time 330 P

Sound Amplification Type Amps / Speakers

Sound Amplification Time 5P - 9P

PROPERTY OWNER:

Name Town of Smithfield

Address _____

Phone number _____

Email address _____

Will alcohol be sold or served? or N

Event end time 9P

Event cleanup time 9 - 10P

Will food or goods be sold? or N

Food Trucks (if applicable 1 Dessert truck) (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: Smithfield Police Dept.
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? 100 block S Third St

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

Are event trash cans needed? Y or N How many? 8

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

DSBC will collaborate with The Twisted Willow - Oak City Collection to bring the Farmer's Market into these 4 evening markets in the heart of the summer. 30-40 Farmer & Artisan vendors, 2 beer tents, 1 desert food truck and live music with amplified sound when band is not playing.

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.

John Bilott _____ [Signature] _____ 3/21/24 _____
Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] _____ Date: 3/22/24 _____



Request for Town Council Action

**Consent
Agenda
Item:** Jackie
Bryant
Walking
Trail
Date: 04/02/2024

Subject: Jackie Bryant Walking Trail
Department: Parks and Recreation
Presented by: Parks and Recreation Director – Gary Johnson
Presentation: Consent Agenda Item

Issue Statement

By request of the community and unanimous support from the Parks and Recreation Advisory Board, the walking trail at Eva Ennis Park be named in memory of Jackie Bryant.

Financial Impact

Cost for 2 new signs estimated at \$100

Action Needed

Consideration and approval to name the walking trail at the Eva Ennis Park in memory of Jackie Bryant to be called the Jackie Bryant Walking Trail.

Recommendation

Consideration and approval to name the walking trail at the Eva Ennis Park in memory of Jackie Bryant to be called the Jackie Bryant Walking Trail.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Biography



STAFF REPORT

Consent
Agenda
Item: Jackie Bryant
Walking Trail
Date: 04/02/2024

Upon request of Councilman Lee and other members of the East Smithfield Community, a request was brought to Parks and Recreation Staff as a way to honor the memory of Jackie Bryant. It was asked that the new walking trail at the Eva Ennis Park be named in his memory.

Mr. Bryant was a retired employee from the Parks and Recreation Department, worked part-time with the department upon his retirement, served as long time coach for the department and other local teams and served on the Recreation Advisory Board.

The request was presented to the Recreation Advisory Board that the new trail be named the Jackie Bryant Walking Trail. The request passed unanimously.

By request of the Recreation Advisory Board, the Parks and Recreation Department is requesting that the new trail at the Eva Ennis Park be named the Jackie Bryant Walking Trail.

**

Biography of Jackie Ray Bryant

Jackie Ray Bryant, a dedicated individual known for his unwavering commitment to community service, coaching, and mentorship, was born on January 16, 1952, in Smithfield, NC. His journey was marked by a profound impact on the lives of many through his work with the Smithfield Parks and Recreation Department.

Jackie's educational path led him through Johnston County Training School and Johnston Central High School before graduating from Smithfield Selma Senior High in 1971. He furthered his skills at Johnston Technical Institute, earning a certificate in Plumbing and Electricity. His professional career began at the Smithfield Housing Authority, where he worked for 15 years until a diagnosis of Multiple Sclerosis in 1988 led to disability. However, undeterred, Jackie found a new calling at the Smithfield Parks and Recreation Department, where he served as a supervisor until his retirement.

Jackie's passion for coaching spanned over 30 years, leaving an indelible mark on the sports community. He coached various sports including T-Ball, slow-pitch softball, soccer, and basketball for Smithfield Parks and Recreation. Notably, he led teams to remarkable success, earning a reputation for having well coached teams and his players performing and being successful on and off the field. His coaching extended beyond recreational leagues to include high school teams like the Girl's soccer team at South Johnston High School and Four Oaks Middle School.

Beyond coaching, Jackie's impact reverberated through his extensive community service initiatives. He organized events like a Bike-a-thon for St. Jude Cancer Research, sponsored Toys for Tots during Christmas holidays, and founded a non-profit youth group called "Youth of Promise" providing tutoring and apprenticeships. His dedication to serving others extended to organizing Back-to-School Giveaways and assisting the elderly and less fortunate with food deliveries.

Jackie Ray Bryant's life exemplified dedication to work, coaching excellence, and unwavering commitment to community service. His legacy as a mentor, coach, and community leader will continue to inspire generations to come.

**This biography was paraphrased from Mr. Bryant's Obituary*



Request for Town Council Action

**Consent
Agenda Item:** ANX-24-01
Date: 04/02/2024

Subject: Contiguous Annexation Petition

Department: Planning & Administration

Presented by: Planning Director – Stephen Wensman

Presentation: Consent Agenda Item

Issue Statement

SST Properties (Samet Properties) have submitted a petition to voluntarily annex 15.26 acres to the Town of Smithfield.

Financial Impact

The annexation will result in the entire developable site to be within the corporate limits.

Action Needed

The Town Council is asked adopt Resolution No. 744 (05-2024) directing the Town Clerk to investigate the sufficiency of the annexation petition.

Recommendation

Adopt Resolution No. 744 (05-2024)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Annexation Petition
3. Annexation Survey
4. Resolution No. 744 (05-2024)



Staff Report

Consent
Agenda
Item ANX-
24-01

SST Properties (Samet Properties) have submitted a petition to voluntarily annex 15.26 acres of a 47.21-acre parcel into the Town of Smithfield.

The annexation will complete the annexation of all parcels owned by Samet Properties. When this parcel was purchased by Samet, most of the property was in the corporate limits of the town, but this 15.26-acre portion of it remained in the ETJ. With this annexation, the entire 47.21-acre parcel will be within the corporate limits. Samet is planning for the subdivision of their property in order to dedicate the existing road in the West Smithfield Industrial Park to the public.

Per NCGS 160A-31 (c) the Council must pass a resolution directing the Town Clerk to investigate the sufficiency of the petition.

§ 160A-31. Annexation by petition.

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.



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

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:

<input checked="" type="checkbox"/>	<u>Electronic Word document of the written metes and bounds</u> must be e-mailed to: Stephen.Wensman@smithfield-nc.com or Mark.Heimer@smithfield-nc.com .	
<input checked="" type="checkbox"/>	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.	
<input type="checkbox"/> N/A	Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number (Z-__-__, etc.) or	Copy of Subdivision Plat submitted for lot recording approval with Town file number (S-__-__, etc.)
<input type="checkbox"/> N/A	Projected Market Value of Development at build-out (land and improvements).	
<input type="checkbox"/> N/A	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.	
<input checked="" type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines.	
Required, but often missing information. Please make sure to include the following:		
<input checked="" type="checkbox"/>	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.	
<input checked="" type="checkbox"/>	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>	
<input checked="" type="checkbox"/>	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/> N/A	Rezoning Application , if the property is currently outside Town of Smithfield.	

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 ANNEXATION PLAT FOR TOWN OF SMITHFIELD OF SST PROPERTIES LLC				
Street Address W Market Street				
Town of Smithfield Subdivision approval # (S- _____ - _____) or		Building Permit Transaction # _____ or		Site Plan approval # for multi-family (SP- _____ - _____)
Johnston County Property Identification Number(s) list below				
P.I.N. PART OF 15077033C		P.I.N.		P.I.N.
P.I.N.		P.I.N.		P.I.N.
Acreeage of Annexation Site 15.626			Linear Feet of Public Streets within Annexation Boundaries 0	
Annexation site is requesting Town of Smithfield Water and/or Sewer WATER AND SEWER				
Number of proposed dwelling units 0				
Type of Units:	Single Family _____	Townhouse _____	Condo _____	Apartment _____
Building Square Footage of Non-Residential Space N/A				
Specific proposed use (office, retail, warehouse, school, etc.) TO BE DETERMINED				
Projected market value at build-out (land and improvements) \$ TO BE DETERMINED				
Person to contact if there are questions about the petition				
Name Chuck Piratzky				
Address 101 W Main Street, Suite 202, Garner NC 27529				
Phone 919-779-4854		Fax # 919-779-4056		Email cpiratzky@rwkpa.com

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 11th day of MARCH, 2024 by the owners of the property described in Section C.

Owner's Signature(s)
 Signature  Date 3-11-24
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

Corporate Seal

Print owner name(s) and information
 Name SST PROPERTIES, LLC Phone 336-544-2600
 Address 309 GALLIMORE DAIRY RD STE 102 GREENSBORO, NC 27409-9316
 Name _____ Phone _____
 Address _____
 Name _____ Phone _____
 Address _____
 Name _____ Phone _____
 Address _____

Joshua Dye 3-11-24

Above signature(s) attested by Joshua Dye - Development Manager - Sanct Corp 336-264-1174

Received by the Town of Smithfield, North Carolina, this 2nd day of April, 2024, at a Council meeting duly held.
 Signature of Town Clerk Sharon Parrish



February 28, 2024

SST PROPERTIES, LLC ANNEXATION - LAND DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND LYING IN JOHNSTON COUNTY, NORTH CAROLINA BEING THE WESTERN PORTION OF THE PREMISES SHOWN IN PB 67 PG 40 TITLED "RECOMBINATION MAP FOR JOSEPH IRA LEE, JR. HANNAH RUTH JOHNSON LEE" AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE AT THE NORTHERNMOST CORNER OF LOT 9 WESTVIEW SUBDIVISION RECORDED IN PB 14 PG 119 AND IN THE COMMON LINE OF LOT 2 OF A MAP TITLED "RECOMBINATION PLAT RDU2" RECORDED IN PB 93 PG 241 AND THE WEST LINE OF LAND SHOWN IN PB 67 PG 40 AND WITH SAID COMMON LINE RUNS;

THENCE, N 02°01'53" E A DISTANCE OF 828.46' AN EXISTING IRON PIPE AT A COMMON CORNER OF PB 93 PG 241 AND PB 67 PG 40, AND RUNS;

THENCE, S 89°00'24" E A DISTANCE OF 576.84' TO AN EXISTING IRON PIPE AT A COMMON CORNER OF PB 93 PG 241 AND PB 67 PG 40, AND RUNS;

THENCE, N 01°43'58" E CROSSING AN IRON PIPE AT THE CORNER OF LOT 1 OF PB 93 PG 241 AT 363.45' AND CONTINUING FOR A TOTAL DISTANCE OF 883.39' TO AN EXISTING IRON PIPE IN LANDS DESCRIBED IN DB 1897 PG 945 NOW OR FORMERLY IN THE NAME OF HEATH STREET #215 LIMITED PARTNERSHIP AND RUNS;

THENCE, S 88°59'06" E A DISTANCE OF 816.01' WITH HEATH STREET TO AN EXISTING IRON PIPE IN LANDS DESCRIBED IN DB 5184 PG 467 NOW OR FORMERLY IN THE NAME OF KALSBECK, AND RUNS;

THENCE, THROUGH SAID PARCEL OF LAND SHOWN IN PB 67 PG 40, S 40°39'47" W A DISTANCE OF 2,223.28' THE POINT AND PLACE OF BEGINNING AND HAVING AN AREA OF 680,683 SQUARE FEET, OR 15.626 ACRES to be the same MORE or LESS.

PRELIMINARY

**TOWN OF SMITHFIELD
RESOLUTION NO. 744 (05-2024)
DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 2, 2024 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-31 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 attached petition and to certify as soon as possible to the Town Council the result of her investigation

Adopted this the 2nd day of April, 2024

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:**
**Award of
Contract**
Date: 04/02/2024

Subject: Award of Contract for Replacing Aged Sanitary Sewer Infrastructure

Department: Public Utilities

Presented by: Public Utilities Director – Ted Credle

Presentation: Consent Agenda Item

Issue Statement

In 2023, the Town applied received notification of state budgeted funds, per NC Session Law 2023-134 for water & sewer projects, in the amount of a \$6,062,500. These funds were awarded to fund a multitude of projects that were submitted to the State legislature. One of these projects is the replacement of aged sanitary sewer infrastructure along Wilson Street. This work was open bid and the low bidder has been submitted for approval.

Financial Impact

The funds (\$222,330.00) to pay for these services will be taken from the State designated & awarded funds, per North Carolina Session Law 2023-134, Section 12.2.(e).

Action Needed

Approve the proposed bidder (Corbett Contracting, Inc.), as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of Corbett Contracting, Inc. as the low bidder and authorize the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Signed Bid Tab
3. Proposed Contract & Scope of Services



Staff Report

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

In 2023, the Town applied received notification of state budgeted funds, per NC Session Law 2023-134 for water & sewer projects, in the amount of a \$6,062,500. These funds were awarded to fund a multitude of projects in Smithfield that were submitted to the State legislature.

One of these projects is the replacement of aged sanitary sewer infrastructure in the alley ways along Wilson Street, with a total project budget of \$500,000. This work was open bid and the low bidder for construction has been submitted for approval.

Staff is asking Council to approve the proposed contractor and to authorize the Town Manager to execute the contract with the proposed contractor, to perform the work, in the amount of \$222,330.00, per the submitted bid.

**

Wilson Street Sewer Line Replacement for Town of Smithfield

Bid Tabulation - Bids Received: December 06, 2023

	Contractors	Addenda Acknowledged	Vendor Application	W-9	E-Verify	Bid Price
1	Public Utility Solutions	x	x	x	x	\$ 391,756.88
2	Stuckey's Backhoe	x	x	x	x	\$ 230,115.00
3	Corbett Contracting	x	x	x	x	\$ 222,330.00
4						
5						
6						
7						

This is to certify that the bids tabulated herein were publically received and read aloud at 2:00 p.m. on the 6th day of December, 2023 at the Town of Smithfield Operations Center located at 230 Hospital Road, Smithfield, North Carolina.


 Walter E. Credle, P.E.
 Town of Smithfield

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 2nd day of April, 2024, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Corbett Contracting, Inc. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

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

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

- 2. TERM OF CONTRACT.** The Term of this contract for services is from April 2, 2024 to June 30, 2024 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Two Hundred Twenty-Two Thousand Three Hundred Thirty and No Dollars (\$ 222,330.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.
- 4. INDEPENDENT CONTRACTOR.** TOWN and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
ATTN: Corbett Contracting, Inc.
1030 NAPOLEAN ROAD
SELMA, NC 27576

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

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

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

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

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Gregory D. Siler, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1” to follow

AMENDMENT TO BOILER PLATE CONTRACT

(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("Amendment") is made as of April 2, 2024, by and among Corbett Contracting, Inc. ("Contractor"), and the Town of Smithfield ("Town").

RECITALS:

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

AGREEMENT:

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

1. Miscellaneous:

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

consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.

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

Greg Siler, Town Budget Officer

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

Town:

By: _____
Michael. L. Scott, Town Manager

CONTRACTOR: _____

By: _____

Business Name: _____



Request for Town Council Action

Consent **Advisory**
Agenda **Board**
Item: **Reappointments**

Date: 04/02/2024

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

Issue Statement

The Town Council is asked to consider two reappointments to the Parks and Recreation Advisory Commission.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider the reappointments of Earl Marett and Tim Johnson to the Parks and Recreation Advisory Commission

Recommendation

Staff recommends approval of these appointments

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Earl Marett – Board Application
3. Tim Johnson – Board Application



Staff Report

Consent
Agenda
Item

Advisory
Board
Reappointments

Board Reappointments

Earl Marett has submitted an application for consideration to be reappointed to a seventh term on the Parks and Recreation Advisory Commission.

Tim Johnson has submitted an application for consideration to be reappointed to a third term on the Parks and Recreation Advisory Commission.

Current Board vacancies are as follows:

- Appearance Commission – 2 positions
- Board of Adjustment – 1 In-Town position and 1 ETJ Alternate position
- Historic Properties Commission – 3 positions
- Library Board of Trustees – 3 positions
- Parks and Recreation Advisory Commission – 2 positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: MARETT George EARL
(Last) (First) (MI)

Home Address: 2 Lakeview Place

Business Name & Address:

Telephone Numbers: 919 934-6954 919-915-6954 carlmarett@gmail.com
(Home) (Mobile) (Email)

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

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

Interests & Skills:

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

Recent Job Experiences: Director of Social Services Wayne & Johnston Counties

Civic or Service Organization Experience:

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

Please list any other Boards/Commissions/Committees on which you currently serve: child fatality commission General Assembly

Why are you interested in serving on this Board/Commission/Committee? I HAVE SERVED MANY YEARS AND HAVE PARTICIPATED IN THE PROGRAMS OVER MANY YEARS

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: George EARL MARETT

Signature: 

Date: 2/5/2024

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: Johnson Tim R
(Last) (First) (MI)

Home Address: 1010 S Walnut Dr Smithfield

Business Name & Address:

Telephone Numbers: (Home) (Mobile) 919-796-8640 (Email)

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

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

Interests & Skills: P&R D12 - Love P&R + Community

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

Recent Job Experiences: NC State Dept of Natural Resources - GRANT ADMIN - LGFAU - Marketing ops

Civic or Service Organization Experience: Vol FF - Smithfield Partnership for Children of Toke - Board

Town Boards previously served on and year(s) served: P&R

Please list any other Boards/Commissions/Committees on which you currently serve: Partnership for Children of Toke

Why are you interested in serving on this Board/Commission/Committee? Love serving community
through P&R

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: Tim R Johnson

Signature: [Handwritten Signature]

Date: 3/25/2024

Return completed for to:

Shannan Parrish

Town Clerk

P. O. Box 761

Smithfield, North Carolina 27577

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

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



Staff Report

Consent Agenda Item: New Hire / Vacancy Report
Date 04/24/2024

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:

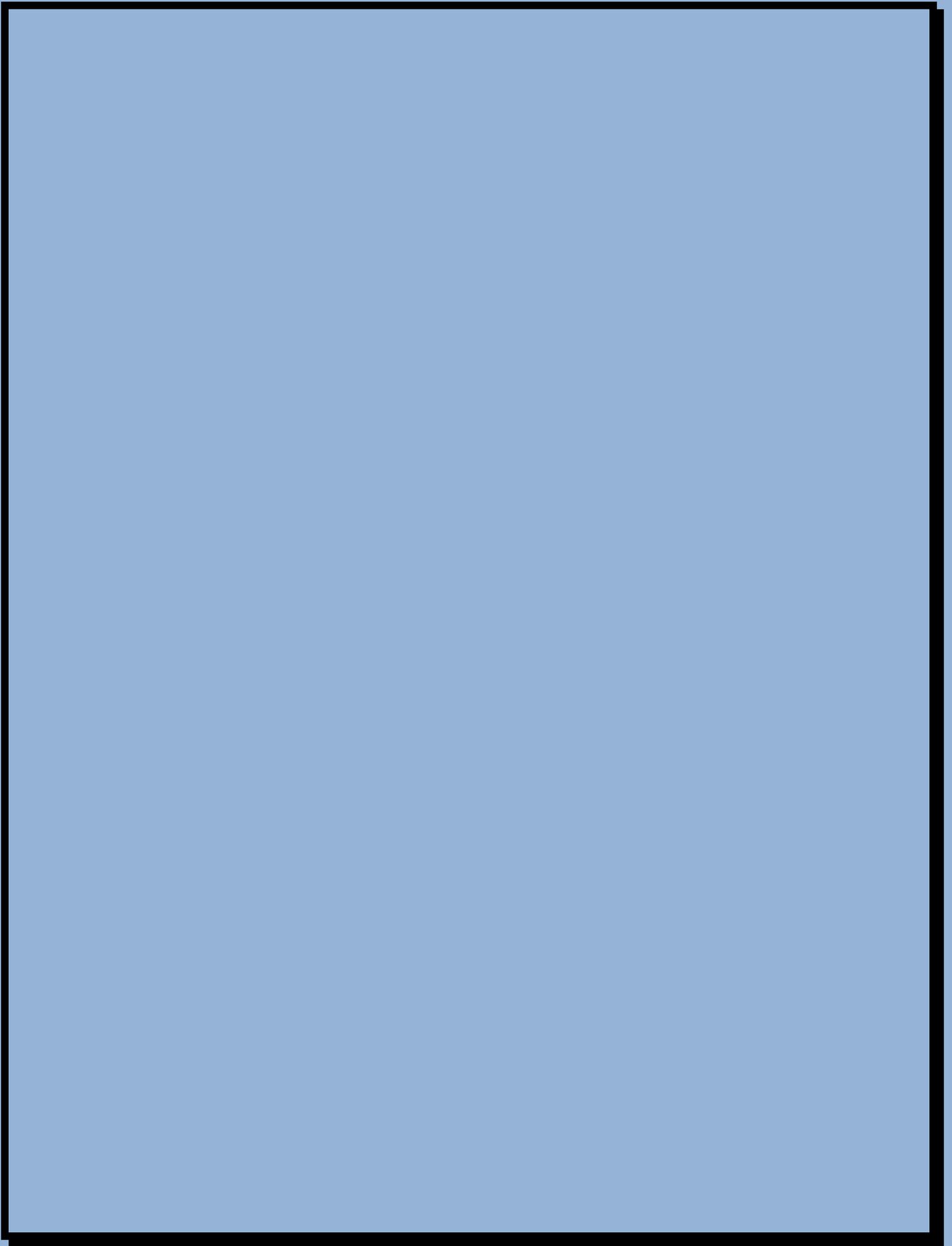
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Athletics Programs Supervisor	P&R – Recreation	10-60-6200-5100-0200
Aquatic Center Supervisor	P&R - Aquatics	10-60-6220-5100-0200
Firefighter	Fire	10-20-5300-5100-0200
Police Officer (7)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2023-2024 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Part-Time Pool Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Part-Time Pool Staff	P&R – Aquatics	10-60-6220-5100-0230	\$12.00/hr.
Part-Time SRAC General Staff	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.

Business Items





Request for Town Council Action

Business **New SRO**
Item: **Program**
Date: 04/02/2024

Subject: School Resource Officer Program
Department: Police Department
Presented by: Chief of Police – Pete Hedrick
Presentation: Business Item

Issue Statement

The Police Chief is requesting that the Council approve a proposed MOU and contract with the Johnston County School district to provide School Resource Officers (SRO) for five schools located within Town Limits. The agreement also calls for a supervisor position for the SRO program.

Financial Impact

\$115,545 Annually is the Town's Share of the contract.

Action Needed

Approve draft contract with Johnston County School System

Recommendation

Approve draft contract with Johnston County School System

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Contract/Memorandum of Understanding



Staff Report

Business Item: **New SRO Program**

The Johnston County School District has requested that the Town of Smithfield provide SRO's for five schools located within Town limits. The agreement calls for 6 sworn personnel total: 1 Sgt. and 5 SRO's. The schools affected are as follows:

1. South Smithfield Elementary
2. Smithfield Middle
3. Innovation Academy
4. Smithfield Selma High School
5. Choice Plus Academy

The length of the contract is for five years, 2024-2029, with the Johnston County School District covering 82% (\$87,729 per officer, annually) of the cost of the program which covers salary, capital items and operations. This is an annual cost to the school system of \$526,380 and an annual cost to the Town of \$115,545. This agreement will permit the school resource officers to work for the police department during the summer months when school is no longer in session.

The intent of the police department is to direct hire into the SRO positions, meaning that we hope we can tap into existing, certified officers in other departments who have the desire to become a school resource officer, but do not have the opportunity within their department(s) to fill these rolls.

This contract will not take effect until the beginning of the Fall, 2024 school year.

STATE OF NORTH CAROLINA

COUNTY JOHNSTON

CONTRACT FOR SCHOOL RESOURCE OFFICER SERVICES

This Contract for School Resource Officer Services (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the Johnston County Board of Education (hereinafter “Board”), the governing body of the Johnston County Public Schools (hereinafter “JCPS” or “District”), and the Town of Smithfield, the governing body of the Smithfield Police Department (“Town”), (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Board desires to have the Town assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Town is willing to provide six (6) full-time sworn law enforcement officers to serve as School Resource Officers within the School System;

WHEREAS, the Board and Town have entered into a separate School Resource Officer Memorandum of Understanding (“MOU”), describing the respective roles and responsibilities of school administrators and law enforcement officers pursuant to the MOU;

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Town do hereby agree as follows:

1. The Town shall provide six (6) full-time sworn law enforcement officers from the Smithfield Police Department to serve as School Resource Officers (“SRO”) for the 2024-2029 school years.
2. One (1) Lieutenant SRO will be assigned to supervise the other Smithfield SROs and will not be assigned to a particular school. Additionally, one (1) SRO shall be assigned to each of the following schools:
 - a. Choice Plus Academy
 - b. Smithfield Selma High School
 - c. Smithfield Middle School
 - d. South Smithfield Elementary School
 - e. Innovation Academy
3. During the term of this Agreement, the Board shall pay to the Town an amount not to exceed five hundred twenty-six thousand, three hundred eighty dollars (\$526,380) per year. Payment shall be made by the Board in equal amounts on a monthly basis commencing with the effective date of this Agreement and continuing each month thereafter, with each monthly payment to be issued by the Board no later than thirty (30) days after receipt of an invoice from the Town reflecting the amount due.

4. The assignment of and services provided by the School Resource Officer shall be consistent with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the Town, effective August 1, 2024. The MOU is hereby incorporated in this Agreement by reference and attached as Exhibit A. To the extent the MOU is amended or modified during the term of this Agreement, any such modified terms shall govern. To the extent any terms of this Agreement conflict with terms of the MOU, the MOU shall prevail.
5. It is understood and agreed between the Parties that although it is the intent of both Parties to provide the officers and funding described herein, there may arise circumstances in which one or both Parties are unable to discharge their respective obligations pursuant to the Agreement and MOU. It is understood and agreed between the Parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. To the extent the Board is unable to issue funding as described herein, the Board acknowledges that the Town may decline to provide further SRO services. It is understood by the Board that the services provided by the Town under this Agreement are contingent upon ongoing employment of a sufficient number of officers to meet the needs of the Town at large, which includes the needs of the School System pursuant to this Agreement. To the extent the Town is at any time unable to provide SRO services as described in this Agreement and the MOU, the Board shall not be responsible for further payment, and payment made for services not rendered shall be refunded by the Town to the Board.
6. The Parties acknowledge that the requirements of G.S. 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Town agrees to conduct the background checks articulated above no earlier than 30 days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Town from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.
7. The Town shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers under this Agreement.
8. The Town shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Town be construed as an employee, agent, or principal of the Board.
9. This Agreement shall be governed by the laws of the State of North Carolina. The venue for

EXHIBIT A TO CONTRACT FOR SRO SERVICES

SCHOOL RESOURCE OFFICER PROGRAM

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter “MOU”), effective August 1, 2024, is made and entered into by and between the Johnston County Board of Education (hereinafter “Board”), the governing body of the Johnston County Public Schools (hereinafter “JCPS” or “District”), and the Town of Smithfield, governing body of the local law enforcement agency (“Agency”) on the attached signature pages.

WITNESSETH

WHEREAS, the Board and the Agency recognize the benefits of the School Resource Officer Program to the citizens of Johnston County, North Carolina, and particularly to the students, parents and staff of the public school system of Johnston County, North Carolina;

WHEREAS, the Board desires to have the Agency provide School Resource Officers to certain schools within the JCPS;

WHEREAS, the Agency is willing to provide School Resource Officers to certain schools within JCPS; and

WHEREAS, it is in the best interest of the Board, the Agency, and the citizens of Johnston County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Agency do hereby agree as follows:

Article I

Purpose of SRO Program and MOU

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agency in order to foster an efficient and cohesive SRO program. The primary goal of the program is to provide for school safety and articulate the distinct, and at times overlapping, roles of school staff and SROs in responding to student misconduct as part of the SRO program. In addition, the program strives to foster positive relationships between students and law enforcement officials that further deters criminal and/or unsafe behaviors.

Article II

Duties of the Agency

The Agency shall provide School Resource Officers (each, an “SRO” collectively “SROs”) as follows:

1. Qualifications of SROs. The Agency shall assign regularly employed law enforcement officers to serve as SROs in certain JCPS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training curriculum developed by the North Carolina Justice Academy, and Crisis Intervention Training (CIT) certification through a CIT provider approved by the Agency. If an officer does not possess requisite SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering and no later than one year after being assigned as a School Resource Officer. The Agency will ensure that all SROs complete refresher training as required by state law. In addition, the Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
2. Assignment of SROs. SRO positions shall be filled by the providing Agency’s directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. JCPS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the JCPS to provide an overview of the School Resource Officer Program and review JCPS policies and procedures.
3. SRO Work Hours and Absences. The Agency shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible.

Article III

Board Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO’s control, the SRO shall give the school principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 3, of this MOU. The SRO shall wear the official law

enforcement uniform or other apparel issued by the Agency at all times while serving on District property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agency to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agency providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. Non-SRO law enforcement who are asked to report to schools for any reason, by an SRO or other official, shall, whenever possible, advise the principal in advance before coming on campus.
 - a) *Investigations and Arrests*. Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever a SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should

be given in each individual circumstance.

- b) *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any JCPS employee lead or conduct a search of a student for law enforcement purposes.
 - c) *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any JCPS employee act as an agent of the SRO or law enforcement in any interrogation.
 - d) *Non-school Investigations.* The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.
4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
- a) *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
 - b) *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap

and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and Board policies, including but not limited to laws, regulations, and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any JCPS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
 - a. The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that school officials provide advance notice of compliance to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is “directory information” as defined by Board Policy 8700, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable JCPS policies and procedures.
7. Development of School Safety Plans. The SRO shall report any safety concerns to the school

principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.

Article IV

Duties of the Board and the JCPS

1. Provision of Office Space and Access to School Community. The Board, Superintendent, and school principals agree to provide to each SRO:
 - a) Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b) A radio for use on campus;
 - c) Keys to the assigned school; and
 - d) Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.

2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. JCPS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. JCPS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

Article V

Financing the School Resource Officer Program

The Board agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific JCPS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the JCPS and the Agency.

In the event the Board and the governing board of an individual Agency are unable to agree on a separate service contract, then such individual Agency shall be relieved of any and all obligations hereunder, and such Agency's execution of this MOU shall be null and void, having no further effect.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the Board. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the Superintendent, an SRO is not effectively performing his or her duties or responsibilities, based on the Superintendent's experience and/or a complaint from a staff member, student or parent about actions of the SRO, the Superintendent should report concerns he has regarding SRO performance to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the Superintendent may request that the SRO be removed from the program. After receiving the recommendation from the Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving JCPS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the District documents SRO misconduct that threatens the health or safety of students or staff, the JCPS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving JCPS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to Board property if the Superintendent determines it is in the best interest of the health and safety of JCPS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the JCPS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 3 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on August 1, 2024, and end on July 31, 2029, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon sixty (60) days written notice to the other parties.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the Board at the address listed on its respective signature page.

Article IX

Miscellaneous Provisions

1. Sex Offender Registry and Criminal Background Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. The Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that it no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Agency agrees to conduct the background checks articulated above no earlier than 30 days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Agency from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.
2. Relationship of Parties. The Agency and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Johnston County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified

or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between JCPS and the Agency. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.

5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third-Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or a SRO.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, “Verification of Work Authorization,” and will provide documentation reasonably requested by the other demonstrating such compliance.
10. Authority to Enter Contract. The person(s) executing this Agreement on behalf of any party to it has authority to do so as an official, binding act of the party.

The Town of Smithfield/Smithfield Police Department, with a mailing address of PO Box 761, Smithfield, NC 27577, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Johnston County Board of Education, effective August 1, 2024.

Michael L. Scott, Town Manager Town of Smithfield

Date

The Johnston County Board of Education, with a mailing address at 2320 US 70 Business Hwy East, Smithfield, NC 27577, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective August 1, 2024.

Chair, Johnston County Board of Education

Date



Request for Town Council Action

**Business
Agenda CZ-23-01
Item:
Date: 04/02/2024**

Subject: Buffalo Road Subdivision- Conditional Zoning Map
Amendment

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Business Item

Issue Statement

Applicant requests this item be tabled until the May 7, 2024 meeting

Adams and Hodge Engineering, PC, is requesting a conditional rezoning of 138.63 -acres of land from R-8 and R-20A to R8-CZ with a master plan for a planned development consisting of 222 single-family lots.

Financial Impact

If constructed, the development will add to the town's tax base.

Action Needed

The Town Council is respectfully requested to consider tabling this request until the May 7, 2024 meeting.

Recommendation

To table this request until the May 7, 2024 Town Council Meeting

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

REQUEST:

Adams and Hodge Engineering, PC, is requesting a conditional rezoning of 138.63 - acres of land from R-8 (Single, Two and Multi-family), R-10 (Single Family) and R-20A (Residential-Agriculture) to R8-Conditional Zone with a master plan for a planned development consisting of 222 single-family lots.

PROPERTY LOCATION:

1200 and 1176 Buffalo Road (East side of Buffalo Road approximately 2000 feet north of its intersection with Hospital Road).

APPLICATION DATA:

Applicant:	Adams and Hodge Engineering, PC.
Project Name:	Buffalo Road Subdivision
Parcel ID	14A03005
Property Owners	Guy and Ross Lampe
Acreage	+/- 138.63
Present Zoning:	R-20A/R-8
Proposed Zoning:	R8-CZ
Town/ETJ:	Town
Existing Use:	Mostly woods, wetlands and some former home sites.
Proposed Use:	Single-family residential
Fire District:	Smithfield
School Impacts:	Additional students
Parks and Recreation:	Parkland dedication of +/- 58 Acres and trail connection to Buffalo Creek Greenway
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield
New roads:	+/- 7,421 linear feet
Proposed Sidewalk:	+/- 15,116 linear feet
Proposed Trail:	+/- 3,324 lineal feet
Proposed Density:	1.57 d.u.a.
Minimum Proposed Lot Size:	4200 sq. ft. (42' x 100')

ADJACENT ZONING AND LAND USES:

(see attached map)

	Zoning	Existing Land Uses
North	R-10 and O/I	Radio Station and Single-family residential
South	R-20A	Vacant woodland
East	R-10/R-20A	Single family residential

West	R-20A	Residential/Agricultural.
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NEIGHBORHOOD MEETING:

The developer held a neighborhood meeting prior to making formal application. The meeting was well attended. The neighbors:

- Were nearly unanimously opposed to the road connection to Parkway Drive.
- Have concerns about the small lots especially up against Bradford Park.
- Wanted more buffer between Bradford Park and the new development.
- Had concerns about drainage and that the development might worsen the already poor drainage in their back yards.
- Had concerns about potential cut through to Buffalo Road through Bradford Park and speeding (in previous proposal with a direct road connection to Bradford Park).
- Have concerns about increased traffic congestion on Buffalo Road and adjacent roadways because of new development.

EXISTING CONDITIONS/ENVIRONMENTAL:

The property consists of woodland and wetland areas, 500-yr and 100-yr floodplain, and a buffered blueline stream.

MASTER PLAN/ANALYSIS:

- **Comprehensive Land Use Plan.** The comprehensive plan guides this property for medium density residential, therefore the R-8 CZ zoning is appropriate.
- **Development Phasing.** No phasing has been proposed at this time, but would be required with a subdivision plat.
- **Site Access and Traffic.**
 - The development plans show access to Buffalo Road at two locations with approximately 620 feet between them. The nearest intersection is Holland Drive, approximately 415 feet to the north. Buffalo Road is state maintained roadway and all proposed access points will require NCDOT approval and compliance with state design criteria to include spacing requirements, turn lanes or other traffic controls.
 - With the future subdivision application, a Traffic Impact Study will be required.
 - The development provides a 20' emergency service trail between Parkway Drive and the Street A cul-de-sac that will meet Fire Code. The trail will be constructed to handle heavy fire trucks and will have locking barriers to prevent unwanted vehicle access at both ends of the trail. The UDO Section 10.111 requires a road connection to Parkview Drive.

- The development plans shows a stub road to the 75-acre parcel to the south, owned by MAC 2008 LLC (Tax ID 14A03007) where there is roughly 30-acre of developable area.
 - The development plans show Street F that will provide future access to the 4-acre Johnson Broadcast Ventures LTD (Tax ID 14075035) if this land were to be redeveloped. Street F terminates with a hammerhead meeting fire code apparatus turn-around requirements that also provides access to a 1-acre (triangular shaped) land-locked parcel (Tax ID 14K09007).
- **Streets and Right-of-Way Design.**
 - All of the roads will have 60' wide public rights-of-ways.
 - Streets A & B are proposed to be 31' wide B/B with sidewalks on both sides of the road. The recommended minimum street standard in the draft Standard Details and Specifications Manual is 27' wide B/B with a sidewalk on one side, so these streets exceed the Town's standards.
 - The remaining streets are proposed to be 27' wide B/B with sidewalks on both sides. This follows the draft Standard Details and Specifications Manual but with sidewalks on both sides rather than just one.
 - The cul-de-sac on Street A will have a 48' radius meeting fire code.
 - Buffalo Road is currently a rural road design with ditches. Staff recommends the frontage along Buffalo Road have an urban design with curb and gutter and underground drainage if acceptable to NCDOT.
 - Streets A and B will have additional right-of-way width at the intersection with Buffalo Road.
 - The developer is proposing valley curbs rather than standard curb and gutter. This is a deviation from standards.
 - The developer is proposing stop signs at intersections for traffic calming.
 - **Lots and Setbacks.**
 - The R-8 minimum lot size is 8,000 sq. ft. (70' wide street frontage). The proposed R8-CZ minimum lot size is 4,200 sq. ft (42' wide street frontage). This represents nearly a 53% reduction in lot area and 60% reduction in lot frontage.
 - The R-8 minimum setbacks are: 30' front, 10' side, and 25' rear. The proposed R-8 CZ setbacks are: 18' front (garages 25'), 5' side, and 12' rear and corner side 18'.
 - The proposed 12' rear setback limits space for patios or sheds.
 - 25' setback is large enough for most large pickups to fit in the driveway.
 - The development plans show slightly larger lots on the back of the cul-de-sac. The 5 larger lots are 0.15 acres in size, or 6,534 sq. ft. in area.

- **Utilities.** Water, Sewer and Electric will be Town of Smithfield. Utilities will not likely be available for the project until spring of 2025.
- **Landscaping and Buffering.**
 - A Standard Street yard, berm with 6' fence is proposed along Buffalo Road in the common open space. The lots are setback 70 feet from the right-of-way. There is ample room to provide a large berm in this area to screen the backs of the future homes and yards. The developer has provided details of each in the plan set. This is consistent with what has been approved for other developments with conditional zoning.
 - Street trees are shown in accordance with the landscape ordinance.
 - Existing trees will provide the buffer adjacent to existing development where applicable. Where additional buffer is needed, a Standard Type A buffer is proposed.
 - The developer proposes additional landscape enhancements at the entrances from Buffalo Road.
- **Homeowner's Association (HOA) / Amenities.**
 - A HOA will own and maintain the open space and amenities which include: stormwater ponds, internal trails, parking, pickleball court, mail kiosk and street yard buffers.
 - A proposed trail will connect Buffalo Road to the Buffalo Creek Greenway through the development.
 - The mail kiosk is located adjacent to a parking lot that also serves the pickleball courts.
- **Parking.**
 - The master plan note indicates there will be 3 parking spaces per dwelling and 94 overflow spaces. This exceeds the UDO required 2 spaces per dwelling unit.
 - Each lot will provide parking for 3 vehicles, 2 in the driveway with one or two stall garages that will be a minimum of 12' x 20' or 20' x 20', large enough to fit one or two standard sized vehicles.
 - Overflow parking is located within 2 parking lots and in street bump-outs dispersed at various locations in the development.
- **Stormwater Management.** The developer has shown 2 stormwater ponds in the open space that will be maintained by the HOA.
 - The plans call for a maximum impervious of 50% per lot.
 - The developer plans on aerating the ponds to help with mosquito control.
- **Subdivision Signs.** The Masterplan shows locations for 2 ground mounted subdivision signs at the entrances from Buffalo Road.

- **Architectural Standards.** The developer has provided example elevations of homes and a standard lot detail. The homes will have vinyl siding, shingles, shutters and architectural trim details. Corner lots will incorporate the same details as fronts.
 - Written architectural standards should be provided and included in the HOA documents.
- **Deviations from UDO.** With conditional zoning, there is an opportunity for the developer and the Town to agree to deviations from the R8 Zoning and Subdivision Requirements. The developer is requesting the following deviations:

Standard	R-8 Zoning/Subdivision Requirements.	Proposed
Setbacks	<ul style="list-style-type: none"> • Front=30' • Corner side = 15' • Side=10' • Rear = 25' • Cornerside = 30' 	<ul style="list-style-type: none"> • Front Home=18' • Front Garage = 25' • Side = 5' • Rear = 12' • Cornerside = 18'
Min. Lot Size	• 8,000 sq. ft.	• 4,200 sq. ft.
Lot Frontage	• 70 feet	• 42 feet
Curbing	• 6" Standard curb & gutter	• Valley curb
Lateral Connection	• Required connection to Parkview Drive	• 20' wide trail meeting Fire Code

- **Proposed Standards Exceeding UDO Requirements.**

Standard	R-8 Zoning/Subdivision Requirements	Proposed
Parkland Dedication	• Fee in Lieu	• +/- 58 acre of park land dedication.
Sidewalks	• One side of subdivision streets	• On both sides of subdivision streets
Streetyard Buffer	• Standard 15' Streetyard on Buffalo Road	• Standard 15' Streetyard, berm and fence and +/- 50 feet open space
Site Amenities	• None required	<ul style="list-style-type: none"> • +/- 4728 lin. ft. of trail • Pickleball court
Parking	• 2 spaces per lot	• + 2 spaces per lot and overflow parking.
Greenway trail	• Connection to trail	• Providing 8' multi-purposed trail across the development to Buffalo Road.
Lighting and Street Signs	• No specification	• Providing decorative lighting
Entrance landscaping	• Streetyard	• Enhanced landscaping at entrances.

Pond Aeration	<ul style="list-style-type: none"> • None required 	<ul style="list-style-type: none"> • Aeration to help mosquito control
Looped watermain & extra fire hydrant	<ul style="list-style-type: none"> • Per Code 	<ul style="list-style-type: none"> • Adding hydrant by Greenway, looping water main with Bradford Park and oversizing if feasible.
Street Width	27' B/B	<ul style="list-style-type: none"> • 31' B/B (Streets A & B)

ANALYSIS SUMMARY:

- The UDO requires a street connection to Parkway Drive; however, the developer is proposing an emergency service access trail meeting fire code.
- The proposed lot minimums are nearly 53% smaller than the R-8 zone (4,200 sq/ ft. vs. 8,000 sq ft.) and nearly a 60% reduction in lot frontage (42 LF vs. 70 LF). The the Bradford Park development has a minimum of 10,000 sq. ft. lots and 75 lineal feet of road frontage by comparison.
- The developer is offering +/- 58 acres of parkland dedication, a greenway connection and other amenities. The 58-acres would be a nice addition to Community Park but believes it would have remained undeveloped into the future without park dedication due to the many small wetlands and buffered stream crossings that would have been required.
- Other amenities or conditions that could be considered with this rezoning include:
 - A greater number of lots that are larger than 4200 sq. ft.
 - HOA maintenance of the trail connection from the Buffalo Creek Greenway to Buffalo Road.
 - Greater side yard setbacks on corner lots.
 - Have the greenway connector trail be separated from the sidewalk alignment.
 - Provide traffic calming for Street A in the form of a round-about at Street B.
 - Additional architectural enhancements.
 - Require standard 6" curb and gutter.

PLANNING BOARD MEETING SUMMARY:

Staff recommended denial due to the small lot sizes, and lack of UDO required connection to Bradford Park. The Planning Board deliberated about the parkland dedication, lot sizes, the road connection to Bradford Park, traffic calming among other topics and recommended approval with the 9 conditions.

CONSISTENCY STATEMENT:

With the approval of the rezoning, the Town Council is required to adopt a statement describing whether the action is consistent with the adopted comprehensive plan and

other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be inconsistent and not reasonable because of the lot sizes and lack of road connection to Bradford Park. The Planning Board recommended approval with the following:

- **Consistency with the Comprehensive Growth Management Plan** – *the development is consistent with the comprehensive plan.*
- **Consistency with the Unified Development Code** – *the property will be developed in conformance with the UDO and its conditional zoning requirements.*
- **Compatibility with Surrounding Land Uses** - *The property considered for rezoning will be compatible.*

RECOMMENDATION:

The Planning Board recommends the Town Council approve the conditional rezoning, CZ-23-01, with the following 10 conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the with the following deviations (this is a standard condition added):

Standard	R-8 Zoning/Subdivision Requirements.	Proposed
Setbacks	<ul style="list-style-type: none"> • Front=30' • Corner side = 15' • Side=10' • Rear = 25' • Cornerside = 30' 	<ul style="list-style-type: none"> • Front Home=18' • Front Garage = 25' • Side = 5' • Rear = 12' • Cornerside = 18'
Min. Lot Size	• 8,000 sq. ft.	• 4,200 sq. ft.
Lot Frontage	• 70 feet	• 42 feet
Curbing	• 6" Standard curb & gutter	• Valley curb
Lateral Connection	• Required connection to Parkview Drive	• 20' wide trail meeting Fire Code

2. The driveway aprons to the parking lot and residential lots should conform to the town's standard details.
3. Provide written architectural standards should be provided to match the example elevations provided on the master plan.
4. Provide concrete curb and gutter along Buffalo Road (underground drainage) with NCDOT approval.
5. Provide 3-way and 4-way stop signs at intersections along Street A for traffic calming.
6. Provide decorative street lighting and street signs throughout the development.
7. Enhance the landscaping at the development entrances onto Buffalo Road
8. Propose to dedicate the land east of the Buffalo Creek Greenway for parkland.
9. Provide aeration of the wet (stormwater) ponds to assist with mosquito control.

10. Loop the watermains with the Bradford Park neighborhood (upside to an 8" line if feasible) and provide a fire hydrant beyond the cul-de-sac on the greenway for fire protection.

Additional Staff recommended conditions:

11. Provide traffic calming for Street A in the form of a round-a-bout at Street B.

12. Provide standard 6" curb and gutter throughout the development.

RECOMMENDED MOTION:

"Move to recommend approval to table this request until the May 7, 2024 Town Council Meeting."



Request for Town Council Action

Business Item: Comp Plan Discussion
Date: 04/02/2024

Subject: Comprehensive Plan Designation near West Smithfield Elementary

Department: Planning Department

Presented by: Planning Director – Stephen Wensman

Presentation: Business item

Issue Statement

The Town Council is to review the comprehensive plan land use designation around the West Smithfield Elementary School.

Financial Impact

None

Action Needed

To review the Comprehensive Growth Management Plan

Recommendation

None

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Comprehensive Growth Management Plan



Staff Report

**Business Comp Plan
Item: Discussion**

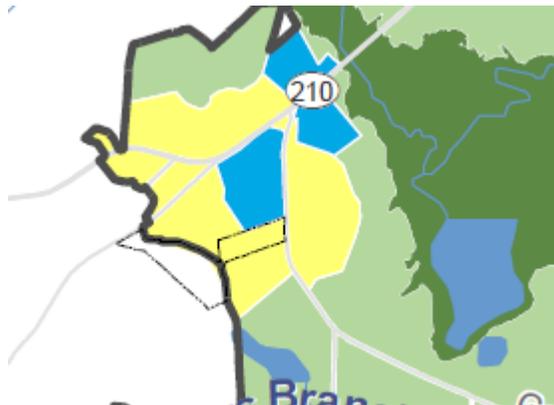
INTRODUCTION:

The Town Council requested a review of the comprehensive land use plan designation for the area around the West Smithfield Elementary School.

TOWN PLAN:

The Town Plan (Comprehensive Plan) had envisioned a walkable satellite development area centered on the West Smithfield Elementary School. At the time the comprehensive plan was prepared, staff and consultants had an incomplete understanding of the utility infrastructure in this area. The Elk Creek Development had annexed into the town, and it was understood that additional sewer capacity was available.

The reality is that the exiting sewer in the area was sized and developed primarily for the County's Agricultural Center. Adjacent to the Agricultural Center is a pump station on the Swift Creek which is connected to a forced main. The Elk Creek development used the available sewer capacity in the area.

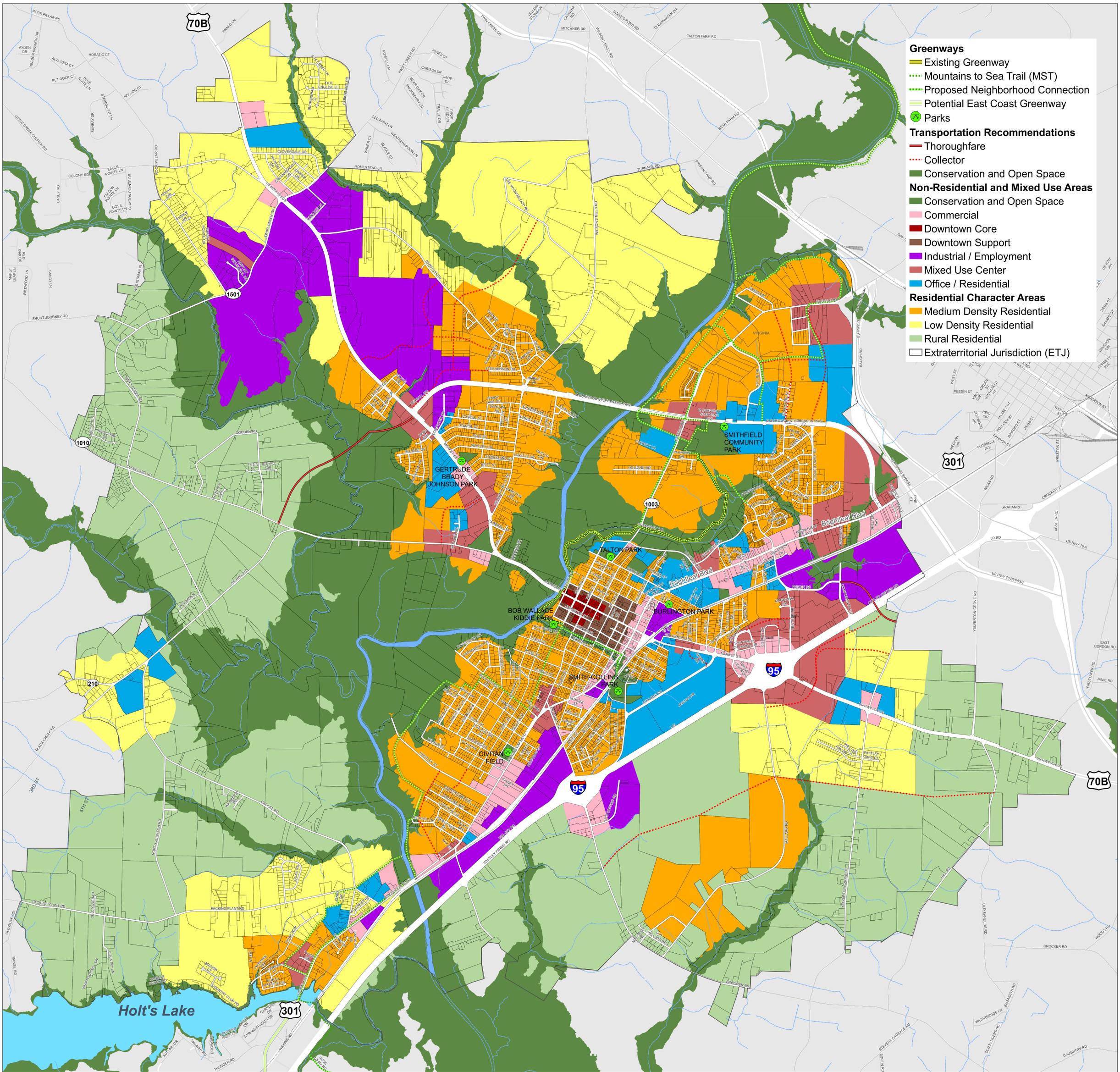


- Blue = land use guidance for high intensity office/multi-family, civic and institutional uses shown in blue
- Yellow = land use guidance for sewerred low density residential (1-4 dwelling units per acre.)
- Green = land use guidance for rural residential

NEEDED UTILITY UPGRADES:

Johnston County has no plans for any upgrades to the facility.

According to Ted Cradle, the Town's Utility Director, the issue is not really the lift station, itself. The lift station pumps can be "upsized" for about \$30k each (need 2); and the wet well could be re-done/re-worked for about +/- \$100k (assuming there is room on the property footprint to expand). The real issue is the replacement of 2 miles of force main along Highway 210, which includes a creek crossing of Swift Creek, a crossing of Middle Creek and boring under Cleveland School Road. The cost of this project would likely be several million dollars.



SMITHFIELD GROWTH MANAGEMENT PLAN

Future Land Use Map
November 4, 2022



Request for Town Council Action

**Business
Item:** S-24-01
Date: 04/02/2024

Subject: Jubilee Creek Preliminary Plat
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

CMH Homes, Inc. is requesting the preliminary plat of Jubilee Creek, a 7-lot Single-Family Residential development on 4.8-acres of land in an R-20A Zoning District.

Financial Impact

The subdivision will add to the town's tax base.

Action Needed

The Town Council is respectfully requested to review the preliminary plat and make a decision to approve, approve with conditions, or deny the request (public hearing was closed).

Recommendation

Staff recommends the Town Council approve the preliminary plat of Jubilee Creek, S-24-01, based on the finding of fact for preliminary subdivisions with one condition.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Finding of Fact
3. Application
4. Preliminary Plat – Separate Attachment of Large Maps



Staff Report

Business Item: S-24-01

REQUEST:

McIntyre and Associates, PLLC, is requesting the preliminary plat of Jubilee Creek, a 7-lot Single-Family Residential development on 4.8-acres of land in an R-20A Zoning District.

NOTE: The hearing was held on March 19 and the decision was tabled to the April 2nd meeting date so a discussion about the comprehensive plan could be presented to the Council prior to a decision.

PROPERTY LOCATION:

The property is located southwest of the Galilee Road and Hwy 210 Intersection, adjacent to and north of the West Smithfield Elementary School.

APPLICATION DATA:

Applicant:	McIntyre and Associates, PLLC
Property Owners:	CMH Homes Inc.
Subdivision Name:	Jubilee Creek
NC Pin#	167300-68-6881
Rezoning Acreage:	4.8 acres
Present Zoning:	R-20A
Existing Use:	Vacant Land
Proposed Use:	Single-Family Townhomes
Fire District:	Town of Smithfield
School Impacts:	Potential students
Parks and Recreation:	Park Dedication Fee in Lieu
Water Provider:	Johnston County
Electric Provider:	Duke Energy
Roads:	0 Lin. Feet

PRELIMINARY PLAT/ANALYSIS:

This development is proposing no new public infrastructure. The developer had previously split off two lots as a minor subdivision but could not further divide the parcel without a major subdivision. This development meets the landscape requirements of the UDO. NCDOT will require shared driveways. The new lots will tap on to existing county water lines. This development is exempt from stormwater retention.

This parcel is guided in the Growth Management Plan for Office/Institutional, but currently the area does not have the sewage capacity, so low staff believes density residential is appropriate. A motion to amendment to the comprehensive plan is required for approval.

This development meets the R-20A lot size and frontage requirements for a septic lot:

- Lot frontage of 100 feet min.
- Front yard setback of 30 ft min.
- Side yard setback of 10 ft min.
- Rear yard depth of 25 ft min.
- 20,000 sq ft min.

Lot	Area (sq ft)
Lot C	25,644
Lot D	26,133
Lot E	26,542
Lot F	29,221
Lot G	28,077
Lot H	32,706
Lot I	43,105

FINDING OF FACT (STAFF OPINION):

To approve a preliminary plat, the Town Council shall make the following finding (staff’s opinion in Bold/Italic):

1. The plat is consistent with the adopted plans and policies of the town; ***The plat is inconsistent with the adopted comprehensive plan, however the comprehensive plan anticipated sewered development and there is no capacity for sewer in the area. An amendment to the comprehensive plan is required for approval.***
2. The plat complies with all applicable requirements of this ordinance; ***The plan complies with all applicable requirements of this ordinance with 1 condition.***
3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. ***There is adequate infrastructure for residential with septic systems.***
4. The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses. ***The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses.***

RECOMMENDATION:

Staff recommends approval of the Jubilee Creek preliminary plat, S-24-01, with one condition:

1. That there be 5’ wide concrete sidewalk constructed along the NCDOT road frontages.

RECOMMENDED MOTION:

“Move to approve the Jubilee Creek preliminary plat, S-24-01, based on the finding of fact for preliminary plats with 1 condition.”

**Town of Smithfield
Preliminary Plat
Finding of Fact / Approval Criteria**

Application Number: S-24-01 **Project Name:** Jubilee Creek Subdivision

Request: The applicant seeks a preliminary plat of Jubilee Creek, a 7-lot single-family subdivision located within the R-20A zoning district. The property considered for rezoning is located about 350' south of the NC Highway 210 and Galilee Road Intersection. The property is further identified as Johnston County Tax ID# 15I09034M

In approving an application for a preliminary plat 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 preliminary plat if it has evaluated an application through a quasi-judicial process and determined that:

1. The plan is consistent with the adopted plans and policies of the town;
2. The plan complies with all applicable requirements of this ordinance;
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and
4. The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses

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 Preliminary Plat Application # S-24-01 with the following conditions:*

_____ **denied for the noted reasons.**

Decision made this 2nd day of April 2024 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

**Preliminary Subdivision Application
General Information**

Development Name **Jubilee Creek**

Proposed Use **Single Family Residential**

Property Address(es) **NC 210 Smithfield, NC 27577**

Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN# **167300-68-6746**

TAX ID# **2000180763**

Project type? Single Family Townhouse Multi-Family Non-Residential Planned Unit Development (PUD)

OWNER/DEVELOPER INFORMATION

Company Name **CMH Homes Inc.**

Owner/Developer Name **Clayton Homes**

Address **3912 Fayetteville Road, Raleigh NC 27603**

Phone **919-772-5013**

Email **HC781@ClaytonHomes.com**

Fax

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name **McIntyre & Associates, PLLC**

Contact Name **Mac MyIntyre P.E.**

Address **4932B Windy Hill Drive, Raleigh NC 27609**

Phone **919-427-5227**

Email **macmcintyrepe@gmail.com**

Fax

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

ZONING INFORMATION

Zoning District(s) **AR Zoning**

If more than one district, provide the acreage of each:

Overlay District? Yes No

Inside City Limits? Yes No

FOR OFFICE USE ONLY

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

STORMWATER INFORMATION

Existing Impervious Surface	.017	acres/sf	779	Flood Hazard Area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Proposed Impervious Surface	.776	acres/sf	33,802	Neuse River Buffer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Watershed protection Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Wetlands	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

NUMBER OF LOTS AND DENSITY

Total # of Single Family Lots	7 Lots	Overall Unit(s)/Acre Densities Per Zoning Districts
Total # of Townhouse Lots	N/A	Acreage in active open space
Total # of All Lots	7 Lots	Acreage in passive open space

SIGNATURE BLOCK (Applicable to all developments)

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

I hereby designate George "Mac" McIntyre PE to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

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

Signature _____ Date _____

Signature _____ Date _____

REVIEW FEES

Major Subdivision (Submit 7 paper copies & 1 Digital copy on CD) \$500.00 + \$5.00 a lot

FOR OFFICE USE ONLY

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

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

Information	Preliminary Plat
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X
Name of proposed subdivision.	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X
Graphic scale.	X
North arrow and orientation.	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X
List the proposed construction sequence.	X
Storm water plan – see Article 10, Part VI.	X
Show existing contour lines with no larger than five-foot contour intervals.	X
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X
Date of the drawing(s) and latest revision date(s).	X

Information	Preliminary Plat
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X
State on plans any variance request(s).	X
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X
Show the minimum building setback lines for each lot.	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X
Show pump station detail including any tower, if applicable.	X
Show area which will not be disturbed of natural vegetation (percentage of total site).	X
Label all buffer areas, if any, and provide percentage of total site.	X
Show all riparian buffer areas.	X
Show all watershed protection and management areas per Article 10, Part VI.	X
Soil erosion plan.	X
Show temporary construction access pad.	X
Outdoor illumination with lighting fixtures and name of electricity provider.	X
The following data concerning proposed streets:	
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X
Traffic signage location and detail.	X
Design engineering data for all corners and curves.	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X

Information	Preliminary Plat
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X
The location and dimensions of all:	
Utility and other easements.	X ✓
Pedestrian and bicycle paths.	X
Areas to be dedicated to or reserved for public use.	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X
Required riparian and stream buffer per Article 10, Part VI.	X
The site/civil plans for utility layouts including:	
Sanitary sewers, invert elevations at manhole (include profiles).	X
Storm sewers, invert elevations at manhole (include profiles).	X
Best management practices (BMPs)	X
Stormwater control structures	X
Other drainage facilities, if any.	X
Impervious surface ratios	X ✓
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X ✓
Gas lines.	X
Telephone lines.	X
Electric lines.	X
Plans for individual water supply and sewage disposal systems, if any.	X ✓
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	X
Linear feet in streets and acreage.	X ✓
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X

<i>Information</i>	<i>Preliminary Plat</i>
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
The accurate locations and descriptions of all monuments, markers, and control points.	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X
A copy of the erosion control plan submitted to the Regional Office of NC- DNRCD, when land disturbing activity amounts to one acre or more.	X
All certifications required in Section 10.117.	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X
Improvements guarantees (see Section 5.8.2.6).	

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 preliminary subdivision plat approval 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 grant preliminary subdivision approval if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The plan is consistent with the adopted plans and policies of the town;

- 2) The plan complies with all applicable requirements of this ordinance;

THE PROPOSED DEVELOPMENT MEETS ZONING REQUIREMENTS THE PROPOSED PLANS MEET TOWN ORDINANCES.

- 3) There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and

THE EXISTING PUBLIC ROADS SURROUNDING SITE PROVIDES APPROPRIATE DRIVEWAY AND ACCESS. THE PUBLIC WATERLINE IN THE PUBLIC ROAD PROVIDES WATER FOR ALL 7 LOTS.

- 4) The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

Julilee Creek - Written Project Narrative

Contact Information

Owner of Record: CMH Homes, Inc.
3912 Fayetteville Road, Raleigh NC 27603
Phone: 919-772-5013
Email: HC781@ClaytonHomes.com

Representative: CMH Homes, Inc. - Darlene Lumpkin

Engineer: McIntyre & Associates, PLLC
4932B Windy Hill Drive, Raleigh NC 27609
Phone: 919-427-5227
Email: macmcintyrepe@gmail.com

Site Data

Jubilee Creek
NC 210, Smithfield NC 27577
PIN No: 167300-68-6746
Tax ID: 2000180763
Zoning: AR Zoning
Parcel Size: .776 Acres / 33,802 sf
Proposed Name: Jubilee Creek
No. of Lots: 7

Acreeage dedicated for open space/public use: No open space proposed
Acreeage dedicated within right of way: Right of was is existing

Explanation of Intent of the project:

- Project to be 7 single family lots.

Proposed density of the project with the method of calculating said density:

- The total tract area is 4.8 acres with 7 single family homes. Density is 1.45 units per acre.

Proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision.

- The subdivision has frontage to existing roads. The public water lines in road will serve lots.

Concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed).

- This subdivision is low density with minimal traffic so should be acceptable by neighboring properties.

Description of how conflicts with nearby land uses (liveability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated.)

Should be no conflict with nearby land uses, wetlands or natural areas.

Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/ services (including traffic flows) in the areas.

- The proposed development meets zoning requirements. The proposed plan meets town ordinances. The existing public roads surrounding the site provide appropriate driveway and access. The public waterline in the public road provides water for all 7 Lots.

Description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas.

- No proposed parks or open space.

Proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas.)

- Proposed development should start in spring of 2024 and be completed in approximately 2 years.



Request for Town Council Action

**Business Proactive
Item: Rezoning**
Date: 04/02/2024

Subject: Proactive Rezoning
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Business Item

Issue Statement

Discussion concerning the proactive rezoning of property in accordance with the comprehensive growth management plan

Financial Impact

None.

Action Needed

The Town Council is respectfully requested to discuss proactive rezoning.

Recommendation

Planning Staff recommends the Town Council discuss the pros and cons of proactively rezoning property and provide direction to Planning Staff.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Zoning Exhibits



Staff Report

**Business Proactive
Item: Rezonings**

ISSUE:

There are properties zoned R-20A within the Town corporate limits that are guided medium density residential by the Comprehensive Growth Management Plan. Manufactured homes are permitted in the R-20A district. Should the Town proactively rezone properties zoned R-20A within the town in accordance with the Comprehensive Plan?

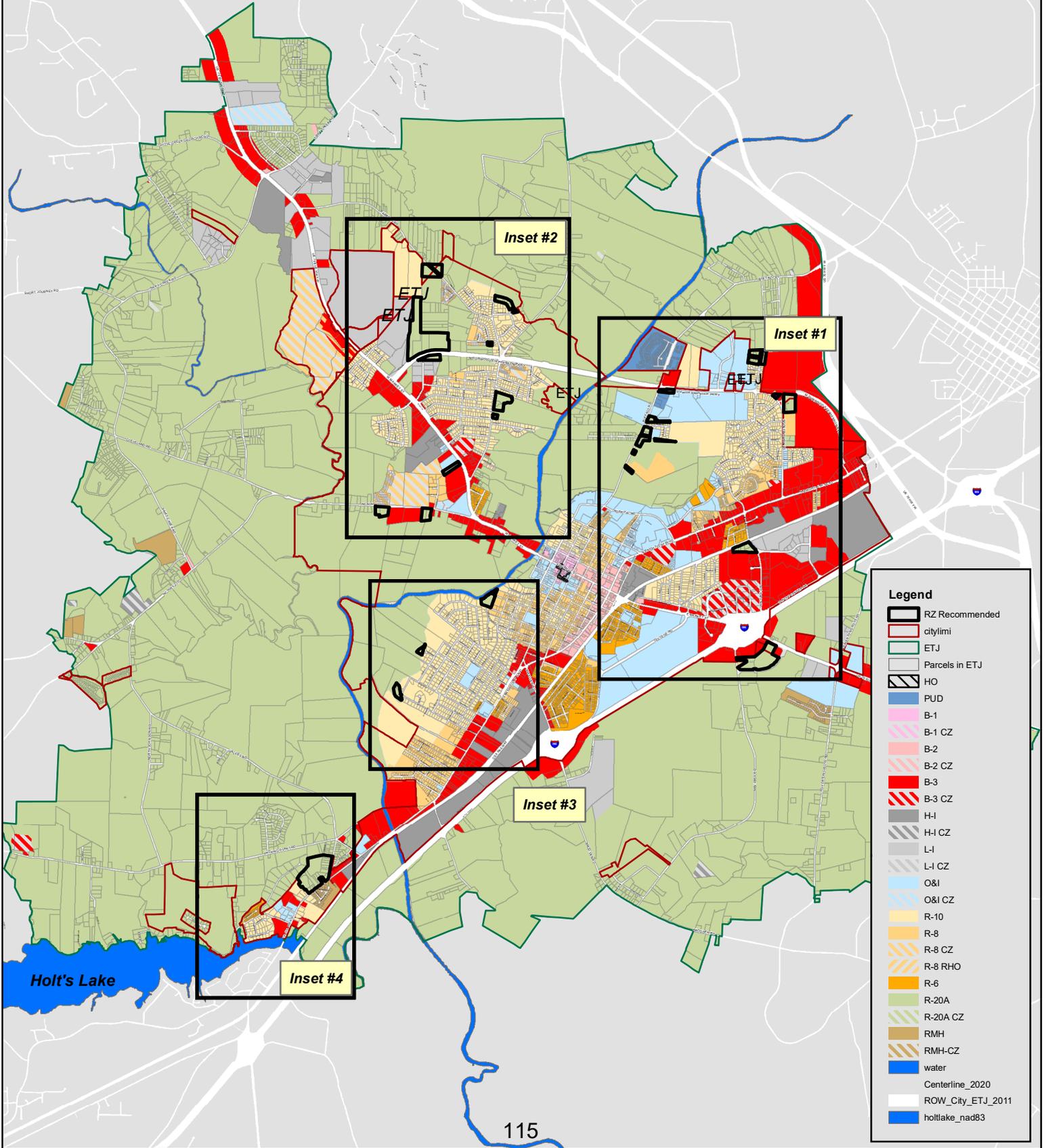
PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed this issue at their March 7, 2024, meeting and are unanimously opposed to proactive rezoning.

RECOMMENDATION:

Planning Staff recommends the Town Council discuss the pros and cons of proactively rezoning property and provide direction to Planning Staff.

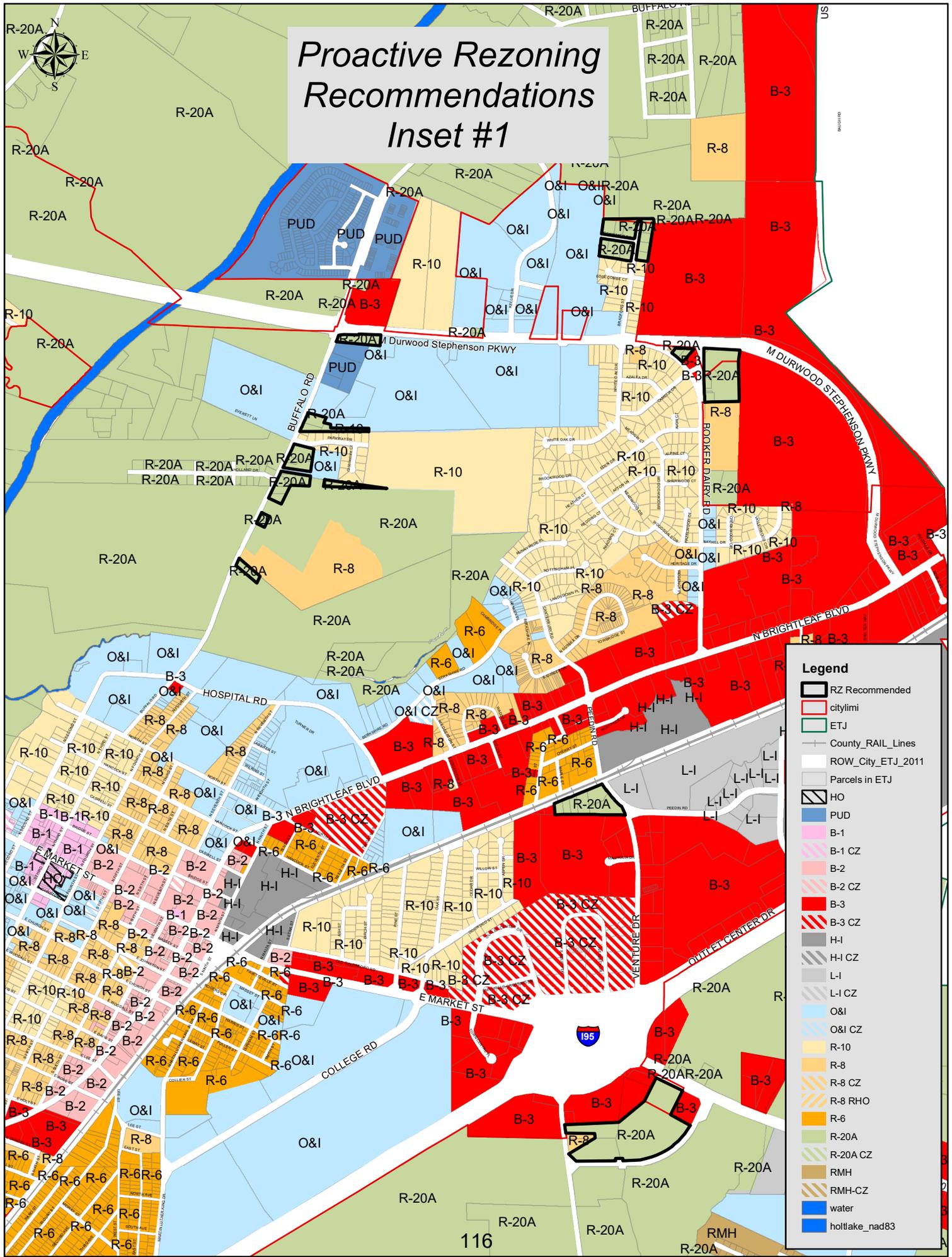
Proactive Rezoning Recommendations



Legend

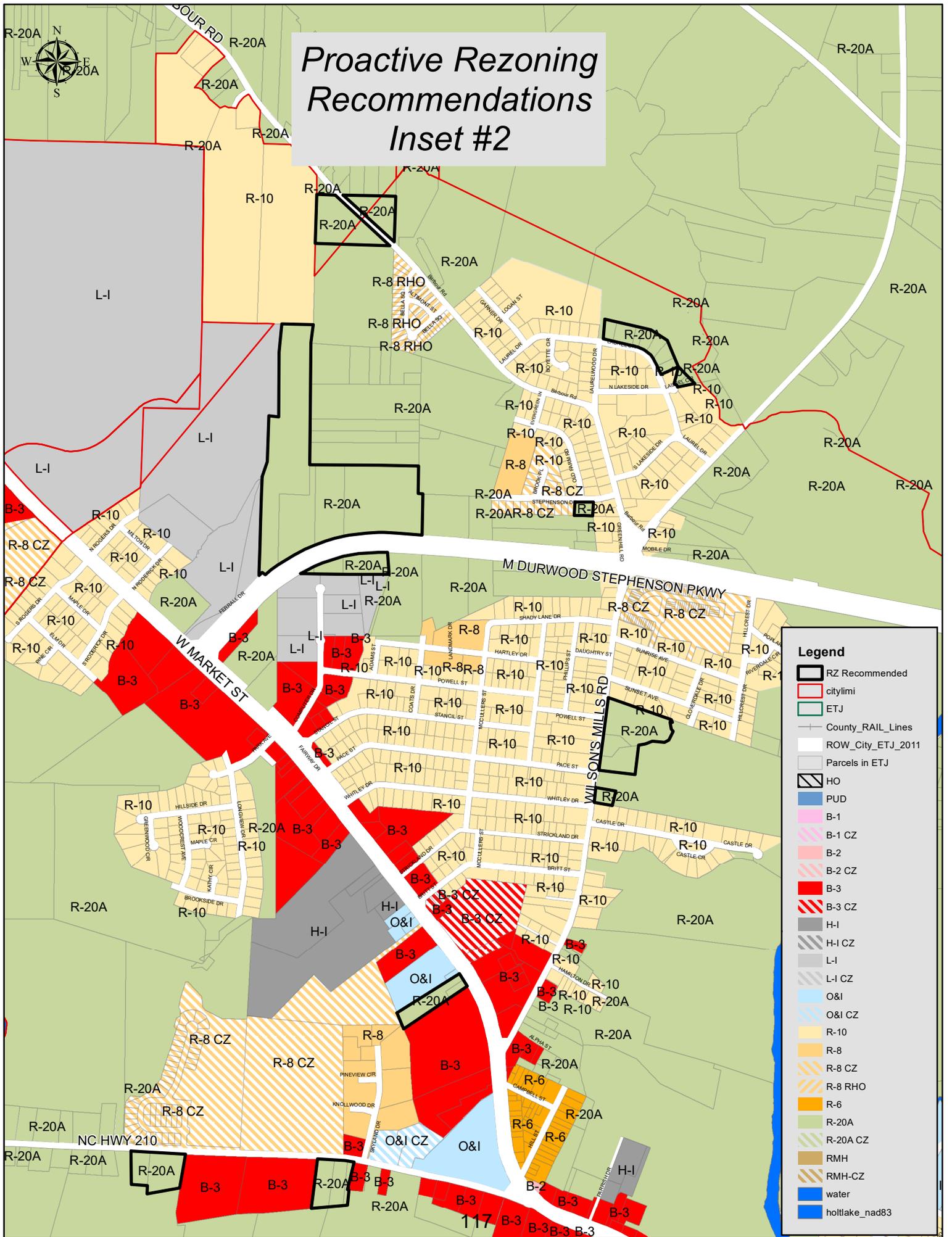
- RZ Recommended
- citylimi
- ETJ
- Parcels in ETJ
- HO
- PUD
- B-1
- B-1 CZ
- B-2
- B-2 CZ
- B-3
- B-3 CZ
- H-I
- H-I CZ
- L-I
- L-I CZ
- O&I
- O&I CZ
- R-10
- R-8
- R-8 CZ
- R-8 RHO
- R-6
- R-20A
- R-20A CZ
- RMH
- RMH-CZ
- water
- Centerline_2020
- ROW_City_ETJ_2011
- hollake_nad83

Proactive Rezoning Recommendations Inset #1



Legend	
	RZ Recommended
	citylimi
	ETJ
	County_RAIL_Lines
	ROW_City_ETJ_2011
	Parcels in ETJ
	HO
	PUD
	B-1
	B-1 CZ
	B-2
	B-2 CZ
	B-3
	B-3 CZ
	H-1
	H-1 CZ
	L-1
	L-1 CZ
	O&I
	O&I CZ
	R-10
	R-8
	R-8 CZ
	R-8 RHO
	R-6
	R-20A
	R-20A CZ
	RMH
	RMH-CZ
	water
	holtlake_nad83

Proactive Rezoning Recommendations Inset #2



Legend	
	RZ Recommended
	citylimi
	ETJ
	County_RAIL_Lines
	ROW_City_ETJ_2011
	Parcels in ETJ
	HO
	PUD
	B-1
	B-1 CZ
	B-2
	B-2 CZ
	B-3
	B-3 CZ
	H-1
	H-1 CZ
	L-1
	L-1 CZ
	O&I
	O&I CZ
	R-10
	R-8
	R-8 CZ
	R-8 RHO
	R-6
	R-20A
	R-20A CZ
	RMH
	RMH-CZ
	water
	holtlake_nad83

Proactive Rezoning Recommendations Inset #3

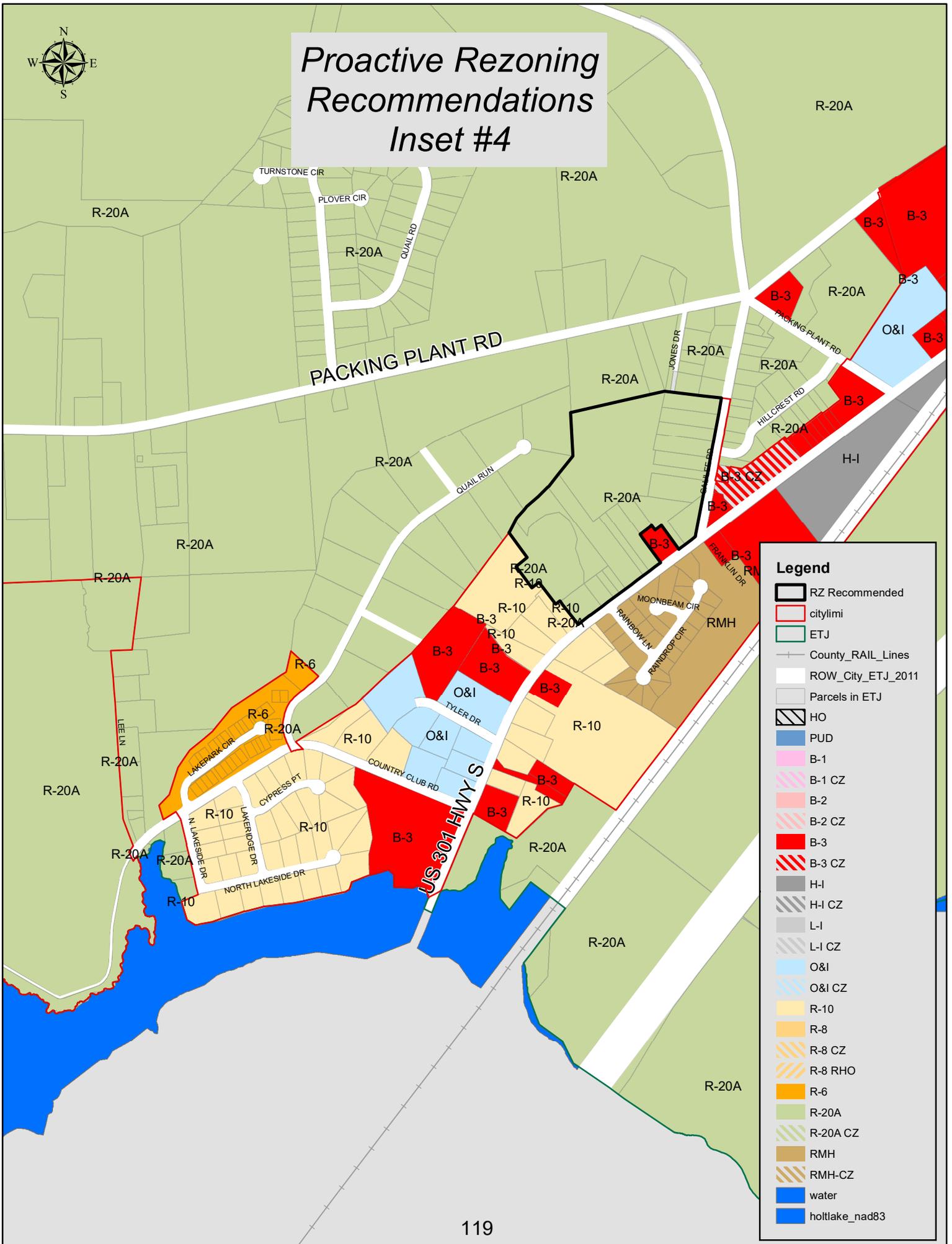


Legend

- RZ Recommended
- citylimi
- ETJ
- County_RAIL_Lines
- ROW_City_ETJ_2011
- Parcels in ETJ
- HO
- PUD
- B-1
- B-1 CZ
- B-2
- B-2 CZ
- B-3
- B-3 CZ
- H-1
- H-1 CZ
- L-1
- L-1 CZ
- O&I
- O&I CZ
- R-10
- R-8
- R-8 CZ
- R-8 RHO
- R-6
- R-20A
- R-20A CZ
- RMH
- RMH-CZ
- water
- holllake_nad83



Proactive Rezoning Recommendations Inset #4



Legend	
	RZ Recommended
	citylimi
	ETJ
	County_RAIL_Lines
	ROW_City_ETJ_2011
	Parcels in ETJ
	HO
	PUD
	B-1
	B-1 CZ
	B-2
	B-2 CZ
	B-3
	B-3 CZ
	H-I
	H-I CZ
	L-I
	L-I CZ
	O&I
	O&I CZ
	R-10
	R-8
	R-8 CZ
	R-8 RHO
	R-6
	R-20A
	R-20A CZ
	RMH
	RMH-CZ
	water
	holtlake_nad83



Request for Town Council Action

Business **Property**
Item: **Purchase**
Date: 04/02/2024

Subject: Purchase of Property
Department: General Government
Presented by: Town Manager – Michael Scott
Presentation: Business Item

Issue Statement

The Council is asked to authorize the Town Manager to purchase real property located at 107 South Front Street in Smithfield

Financial Impact

\$310,000 plus closing costs.

Action Needed

Approve property purchase

Recommendation

Approve property purchase

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Map of Property



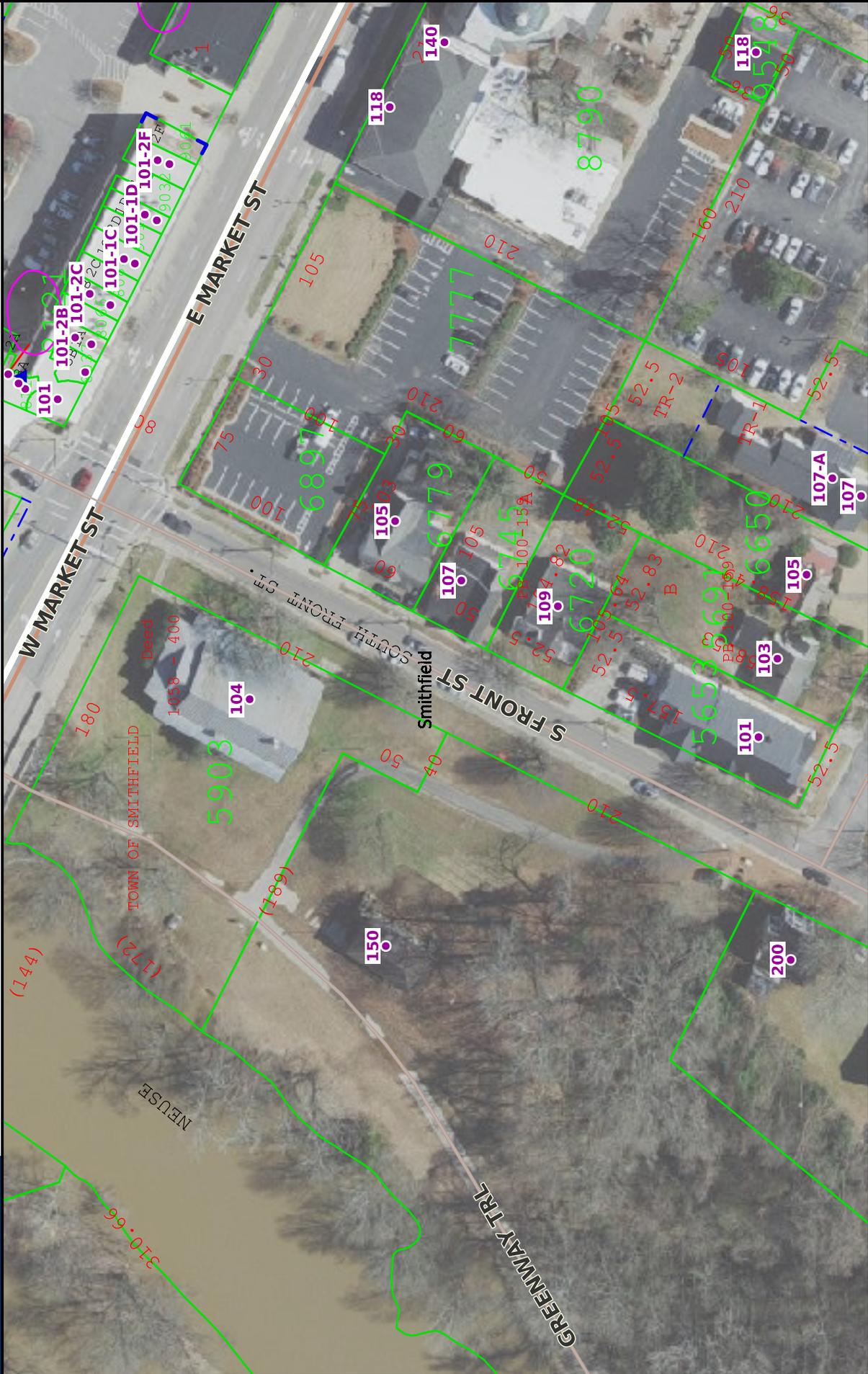
Staff Report

**Business
Item:** **Property
Purchase**

The Town Manager has been in negotiations with the property owner of 107 South Front Street, Smithfield to purchase the property. The property is a residential property and is currently a rental. The property owner has agreed to sell the property to the Town at a price of \$310,000. The property is strategically located across Front Street from the newly renovated Amphitheater. The purchase of this property will allow the Town to increase its recreational footprint in this area while adding additional parking for the Amphitheater.

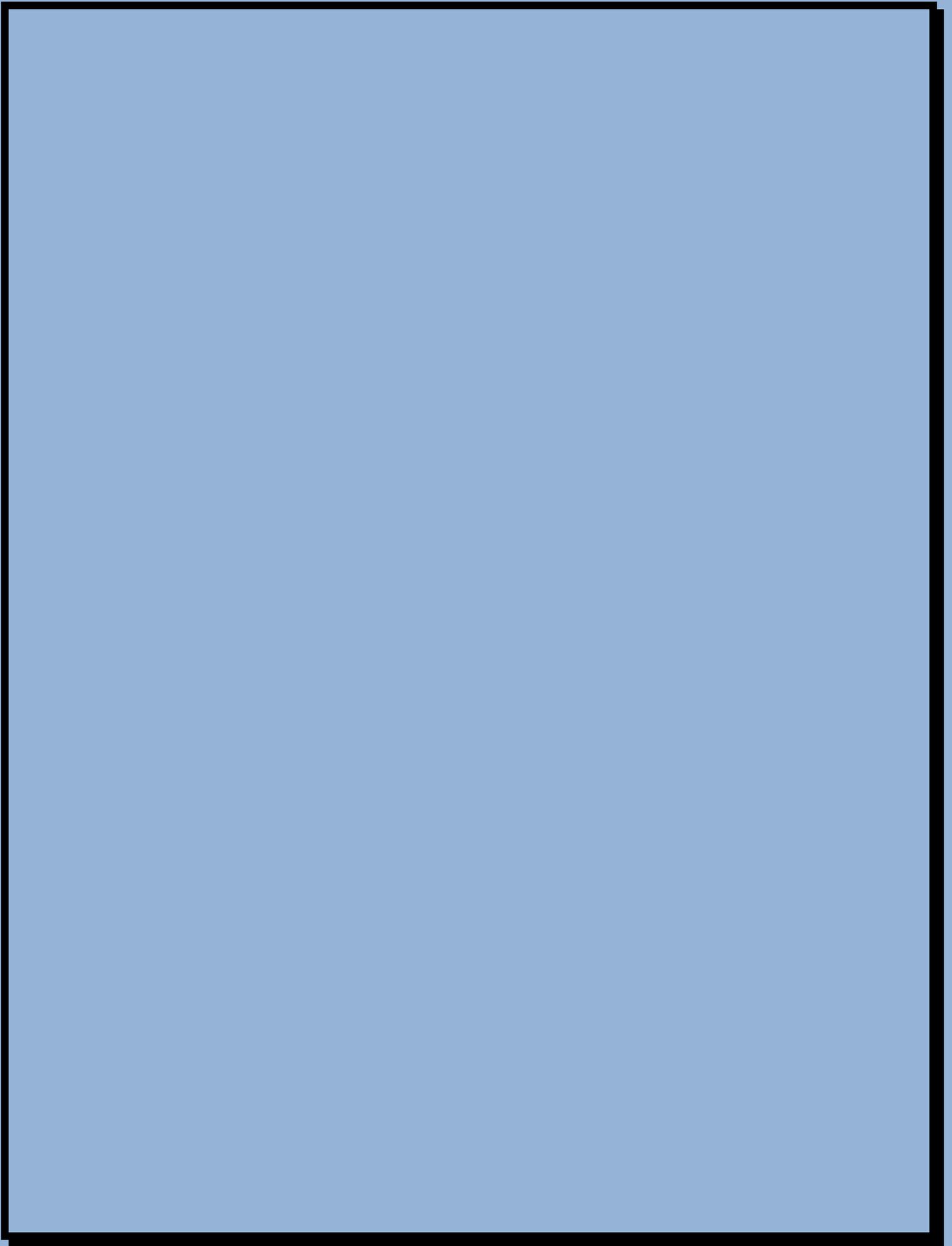
The Council is asked to approve the Town Manager and the Town attorney to complete the closing and necessary transactions to finalize the purchase of this property.

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

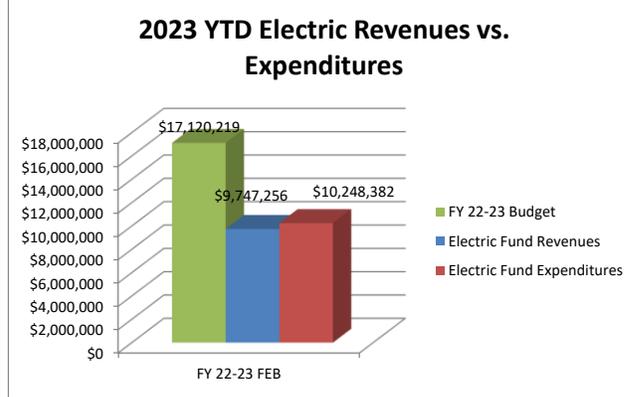
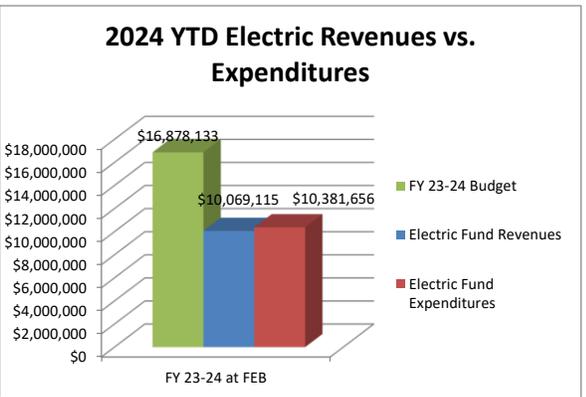
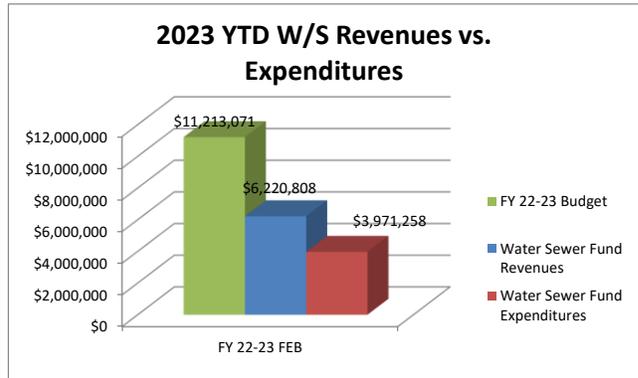
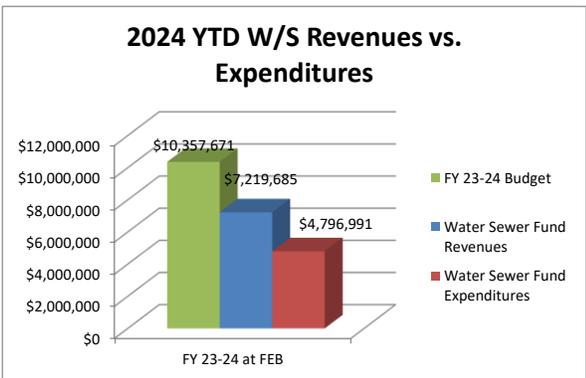
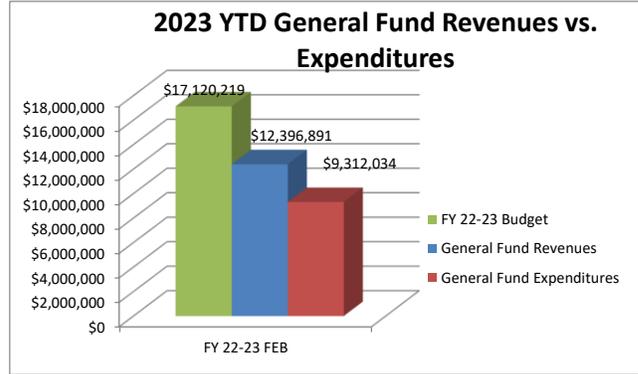
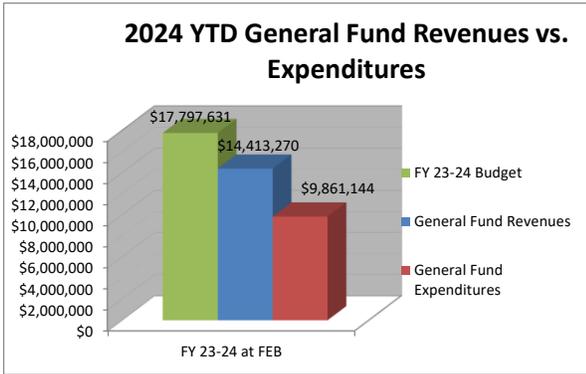


Scale: 1:1001 - 1 in. = 83.45 feet
(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
February 29, 2024
Gauge: 8/12 or 67 Percent

66.67%

GENERAL FUND						
	Frequency	Actual to Date		Budget		YTD % Collected
		FY '22-23	FY '23-24	FY '23-24	FY '23-24	
Revenues						
Current & Prior Year Property Taxes	Monthly	\$ 6,499,603	\$ 7,436,900	\$ 7,869,745		105.82%
Motor Vehicle Taxes	Monthly	479,314	775,000	550,122		70.98%
Utility Franchise Taxes	Quarterly	501,132	965,000	554,788		57.49%
Local Option Sales Taxes	Monthly	1,903,078	3,100,000	2,295,462		74.05%
Aquatic and Other Recreation	Monthly	549,884	714,500	502,799		70.37%
Sanitation (Includes Penalties)	Monthly	924,712	1,519,310	949,050		62.47%
Grants		71,557	21,630	15,585		72.05%
All Other Revenues		1,467,612	1,784,484	1,026,305		57.51%
Transfers (Electric and Fire Dist.)		-	334,150	-		0.00%
Fund Balance Appropriated		-	1,146,657	-		0.00%
Total		12,396,891	\$ 17,797,631	\$ 14,413,270		80.98%

	Actual to Date		Budget		Actual to Date		YTD % Spent
	FY '22-23	FY '23-24	FY '23-24	FY '23-24	FY '23-24		
Expenditures							
General Gov.-Governing Body		\$ 307,158	\$ 488,076	\$ 315,035			64.55%
Non Departmental		598,716	1,240,026	639,625			51.58%
Debt Service		400,763	438,296	389,739			88.92%
Finance		93,362	162,590	96,350			59.26%
IT		66,465	303,162	164,769			54.35%
Planning		245,527	408,658	215,023			52.62%
Police		2,592,201	4,636,274	2,614,145			56.38%
Fire		1,602,076	3,042,526	1,630,285			53.58%
General Services/Public Works			706,233	441,850			62.56%
Streets		404,151	746,065	258,614			34.66%
Motor Pool/Garage		292,275	198,685	109,405			55.06%
Powell Bill		53,961	475,548	461,772			97.10%
Sanitation		369,349	1,936,360	958,658			49.51%
Stormwater		924,824	216,225	15,836			7.32%
Parks and Rec		27,205	1,223,107	709,030			57.97%
SRAC		616,144	1,275,305	810,940			63.59%
Sarah Yard Center		674,340	58,696	30,068			51.23%
Contingency		43,518	241,799	-			0.00%
Total		\$ 9,312,034	\$ 17,797,631	\$ 9,861,144			55.41%

YTD Fund Balance Increase (Decrease) 3,084,857 (0) 4,552,126

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
February 29, 2024
Gauge: 8/12 or 67 Percent

66.67%

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Water Charges	\$ 1,751,622	\$ 2,912,000	\$ 1,896,473	65.13%
Water Sales (Wholesale)	1,256,805	2,080,380	1,697,120	81.58%
Sewer Charges	2,985,944	4,800,000	3,131,428	65.24%
Penalties	48,023	60,000	42,396	70.66%
Tap Fees	2,415	3,000	15,550	518.33%
Other Revenues	175,999	184,000	436,718	237.35%
Fund Balance Appropriated		318,291	-	0.00%
Total	\$ 6,220,808	\$ 10,357,671	\$ 7,219,685	69.70%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Spent
Water Plant (Less Transfers)	\$ 1,327,748	\$ 2,479,704	\$ 1,437,501	57.97%
Water Distribution/Sewer Coll (Less Transfers)	2,411,724	5,222,563	3,064,171	58.67%
Transfer to W/S Capital Proj. Fund	-	1,350,000	-	0.00%
Debt Service	231,785	1,030,957	295,319	28.65%
Contingency	-	274,447	-	0.00%
Total	\$ 3,971,258	\$ 10,357,671	\$ 4,796,991	46.31%

YTD Fund Balance Increase (Decrease)	2,249,551	-	2,422,694
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ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Electric Sales	\$ 9,477,904	\$ 16,320,000	\$ 9,638,875	59.06%
Penalties	60,669	80,000	63,638	79.55%
All Other Revenues	208,683	252,000	366,602	145.48%
Fund Balance Appropriated	-	226,133	-	0.00%
Total	\$ 9,747,256	\$ 16,878,133	\$ 10,069,115	59.66%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Spent
Administration/Operations	\$ 1,822,001	\$ 3,121,377	\$ 1,761,206	56.42%
Purchased Power - Non Demand	3,134,321	12,450,000	3,250,135	66.43%
Purchased Power - Demand	4,178,691	-	4,250,089	
Purchased Power - Debt	770,784	-	770,784	
Debt Service	342,585	342,586	342,586	100.00%
Capital Outlay	-	16,700	6,856	41.05%
Contingency	-	220,000	-	0.00%
Transfers to Electric Capital Proj Fund	-	632,320	-	0.00%
Transfers to General Fund	-	95,150	-	0.00%
Total	\$ 10,248,382	\$ 16,878,133	\$ 10,381,656	61.51%

YTD Fund Balance Increase (Decrease)	(501,126)	-	(312,541)
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TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
February 29, 2024
Gauge: 8/12 or 67 Percent

66.67%

CASH AND INVESTMENTS FOR FEBRUARY

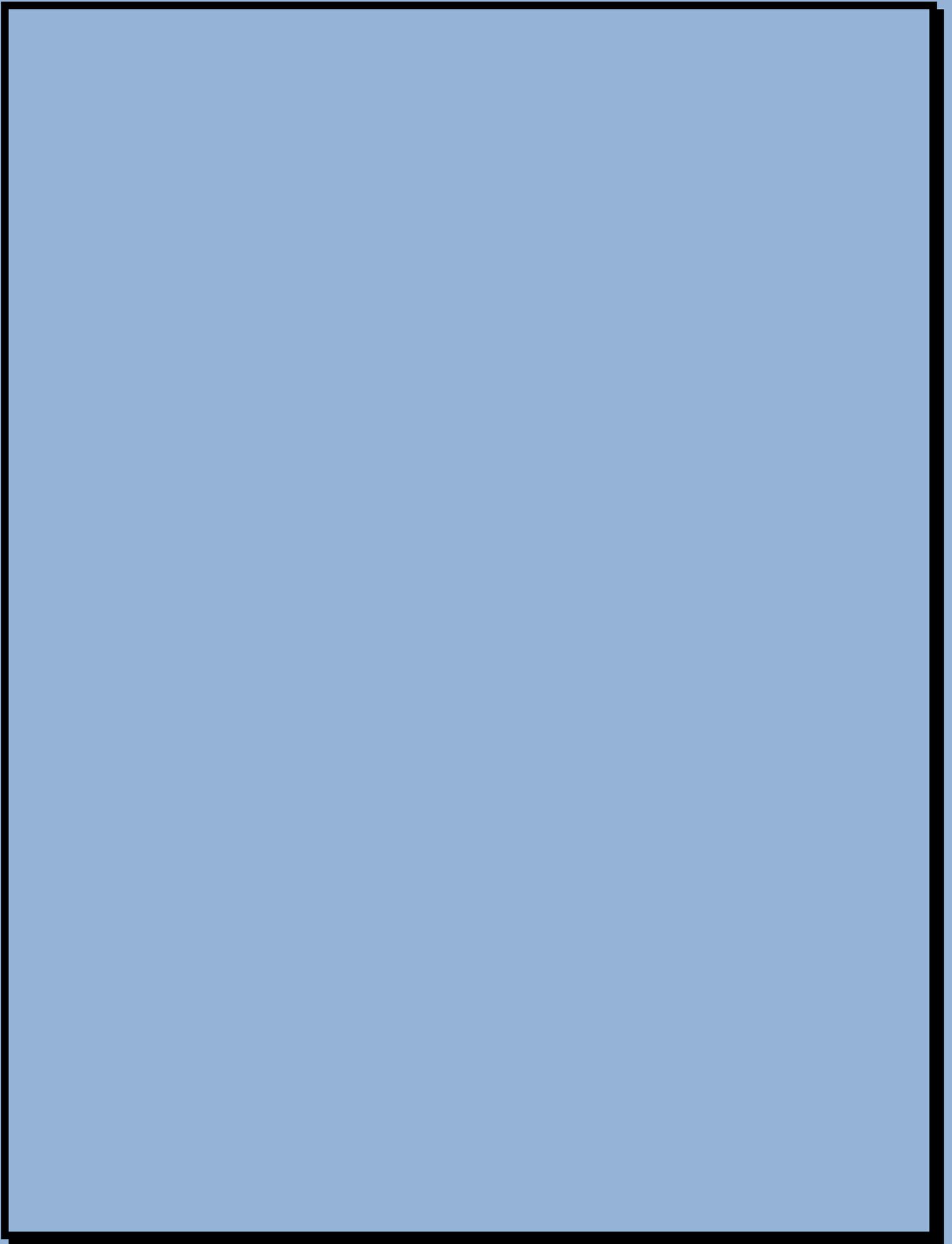
General Fund (Includes P. Bill)	21,768,550			
Water and Sewer Fund	14,292,791			
Electric Fund*	11,498,336			
ARPA (20)	2,476,514			
SCIF (21)	1			
JB George Endowment (40)	135,824			
Water Plant Expansion (43)	954,817			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	1,494,374			
Capital Project Fund: General (46)	521,839			
Capital Project Fund: Electric (47)	234,823			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(14,926)	1st CITIZENS	36,522,636	1.75%
Firemen Relief Fund (50)	109,122	NCCMT	5,330,629	5.000%
Fire District Fund (51)	434,347	KS BANK	2,425,229	3.00%
General Capital Reserve Fund (72)	6,466	TRUIST	10,092,830	3.25%
Total	<u>\$ 54,371,324</u>		<u>\$ 54,371,324</u>	

*Plug -

Account Balances Confirmed By Finance Director on

3/22/2024

Department Reports





FINANCE DEPARTMENTAL REPORT FOR FEBRUARY, 2024

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

Daily Collections/Property Taxes/Other.....	\$2,947,642
Franchise Tax.....	0
Sales & Use Tax.....	346,854
Powel Bill.....	<u>0</u>
Total Revenue	\$3,294,496
Expenditures: General, Water, and Electric.....	\$3,565,964

FINANCE:

- Compiled and submitted monthly retirement report for November on 2/29/2024.
- Issued 75 purchase orders
- Processed 698 vendor invoices for payment and issued 383 accounts payable checks
- Prepared and processed two regular payrolls and remitted federal and state payroll taxes on February 2 and 16, 2024.
- Issued total of 0 renewal privilege licenses for beer and wine sales with 9 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 10 NSF Checks/Fraudulent Card Chargebacks (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$359.60 (EMS: \$114.45; SRAC: \$0; Utility: \$245.15; and Other: \$0)
- Penn Credit - Bad Debt Collections received in August \$0; Total collections calendar year-to-date \$23,185.67
- Invoiced 1 grave opening (10-40-3400-3403-0003) for a total of \$725.
- Invoiced Johnston Community College for Police Security in February, 2024
- Earned \$51,347.89 in interest from FCB and paid \$2,939.15 in fees on the central depository account.
- Paid \$15,879 in credit/debit/Tyler card fees, but received \$10,365 (31-72-3550-3520-0002) in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting on Feb. 06 and 20, 2024
- Responded to SCIF reporting request from Valarie Hunter on Feb. 06, 2024
- Met with Utility Director and Town Manager for grant clarification
- Attended budget meetings on Feb. 9, 13 and 14, 2024
- Paid Utility Sales Tax on 02/19/2024
- Attended Department Head Meetings on 02/05 and 02/20/2024
- Completed Municipal Certification Report (TR-2) on 2/26/2024



Planning Department Development Report

Wednesday, March 20, 2024

Project Name: **937 N BRIGHTLEAF**
 Request: 8' SIDE YARD VARIANCE
 Location 937 North Brightleaf Boulevard
 Tax ID#: 15007001 PIN#: 260413-13-3627
 Project Status Scheduled for Public Hearing
 Notes:

Variance BA-24-01
Submittal Date: 2/20/2024
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Airport Industrial Park Lot 13**
 Request: Additional Building & Improvements with stormwater SCM
 Location 55 Airport Industri Drive
 Tax ID#: 15J08017P PIN#: 168500-40-5363
 Project Status In First Review
 Notes:

Site Plan 2024-03
Submittal Date: 2/7/2024
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **CarMax Conditional Rezoning**
 Request: B-3 Conditonal Rezoning
 Location 1331 Outlet Center Drive
 Tax ID#: 15L10061 PIN#: 27577
 Project Status Approved
 Notes:

Conditional Zoning 2024-01
Submittal Date: 2/2/2024
Planning Board Review: 3/7/2024
Board of Adjustment Review:
Town Council Hearing Date: 3/19/2024
Approval Date: 3/19/2024

Project Name: **Bulldog Harley-Davison**
 Request: Site and Store renovation
 Location 1043 Outlet Center Drive
 Tax ID#: 15074012R PIN#: 27577
 Project Status In Second Review
 Notes:

Site Plan 2024-02
Submittal Date: 2/1/2024
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Lynn's Automotive Repair**
Request: Site Improvements and Building reuse
Location 559 West Market Street
Tax ID#: 15080062D PIN#: 27577
Project Status First Review Complete
Notes:

Site Plan 2024-01
Submittal Date: 1/17/2024
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Jubilee Creek Subdivision**
Request: 7-lot subdivision
Location
Tax ID#: PIN#: 167300-68-6746
Project Status
Notes: Tabled to April 2

Subdivision 2023-01
Submittal Date: 12/18/2023
Planning Board Review: 3/7/2024
Board of Adjustment Review:
Town Council Hearing Date: 3/19/2024
Approval Date:

Project Name: **Johnston County Neuse River Pump Station**
Request: new replacement pump station
Location
Tax ID#: 15J10015J PIN#: 168319-60-6281
Project Status Approved
Notes:

Site Plan 2023-13
Submittal Date: 12/18/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/22/2024

Project Name: **SCC Real Estate**
Request: Contractor Building and Yard
Location
Tax ID#: 15079005G PIN#:
Project Status First Review Complete
Notes:

Site Plan SP-23-11
Submittal Date: 12/1/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Smithfield Venue - 230 N Equity Dr**
 Request: Reuse of building as an event venue
 Location 230 North Equity Drive
 Tax ID#: 15008045C. PIN#: 260417-20-2951
 Project Status **Approved**
 Notes:

Site Plan 2023-12
Submittal Date: 11/15/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 2/1/2024

Project Name: **Watershed Ordinance Update**

Request:
 Location
 Tax ID#: PIN:
 Project Status **Approved**
 Notes:

Text Amendment 2023-09
Submittal Date: 11/7/2023
Planning Board Review: 12/7/2023
Board of Adjustment Review:
Town Council Hearing Date: 1/9/2024
Approval Date: 1/23/2023

Project Name: **96 Gulf Stream Court Industrial**

Request: Site Plan review
 Location 96 Gulfstream Court
 Tax ID#: 15079005D PIN#: 168510-47-8027
 Project Status **Approved**
 Notes:

Site Plan 2023-10
Submittal Date: 10/25/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/8/2024

Project Name: **Rapid Response Electric**

Request: Site plan review for expansion
 Location 228 Tyler Drive
 Tax ID#: 15J11023N PIN#: 168206-38-3045
 Project Status **Approved**
 Notes:

Site Plan 2023-09
Submittal Date: 10/19/2023
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 1/23/2024

Project Name: **JCC Greenhouses**
 Request:
 Location 1240 East Market Street
 Tax ID#: 15L11005N PIN#: 169308-89-4088
 Project Status **Approved**
 Notes:

Site Plan 2023-08	
Submittal Date:	10/5/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	10/6/2023

Project Name: **Johnson's Tire & Auto**
 Request: Rezoning from R-20A to B-3
 Location 267 NC Hwy 210
 Tax ID#: 15076014 PIN#: 168400-93-3800
 Project Status **Scheduled for Public Hearing**
 Notes: Rezones a .5 acre portion of 1.5 acre tract of land

Map Amendment 2023-02	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/2/2023
Approval Date:	10/2/2023

Project Name: **Outdoor vehicular display**
 Request: Lowers parking lot striping standards
 Location
 Tax ID#: PIN#:
 Project Status
 Notes: Special considerations for automobile sales only.

Text Amendment 2023-10	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/2/2023
Approval Date:	10/2/2023

Project Name: **Special event ordinance revisions**
 Request: Reduces permit requirements for events held in town parks
 Location
 Tax ID#: PIN#:
 Project Status
 Notes:

Text Amendment 2023-11	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/2/2023
Approval Date:	10/2/2023

Project Name: **Slim Chickens**
 Request: Free Standing Restaurant
 Location 1311 North Brightleaf Boulevard
 Tax ID#: 14074019A PIN#: 260411-55-9256
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2023-07	
Submittal Date:	7/18/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/9/2023

Project Name: **Buffalo Road Subdivision**
 Request: 222 unit subdivision
 Location Buffalo Road
 Tax ID#: 14A03005 PIN#: 260412-06-3802
 Project Status **In Second Review**
 Notes: TC tabled to the March TC meeting

Conditional Zoning 2023-01	
Submittal Date:	6/30/2023
Planning Board Review:	11/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	1/23/2024
Approval Date:	

Project Name: **Johnston County / Yelverton Grove Road Rezoning**
 Request: Rezone 49.02 acers from R-20A to OI
 Location Yelverton Grov
 Tax ID#: 15L11012 PIN#: 260300-46-7578
 Project Status **Approved**
 Notes: Planning Board Reccomends Approval

Map Amendment 2023-01	
Submittal Date:	6/2/2023
Planning Board Review:	7/13/2023
Board of Adjustment Review:	
Town Council Hearing Date:	8/1/2023
Approval Date:	8/1/2023

Project Name: **Sidewalk Fee in lieu of**
 Request: Amend Article 2 to create a sidewalk fee in lieu of option
 Location
 Tax ID#: PIN#:
 Project Status **In First Review**
 Notes: Town Council tabled discussion to future workshop

Text Amendment 2023-07	
Submittal Date:	6/2/2023
Planning Board Review:	7/13/2023
Board of Adjustment Review:	
Town Council Hearing Date:	8/1/2023
Approval Date:	

Project Name: **Big Dan's Car Wash**
 Request: Car wash tunnel
 Location 100 Smithfield Cros
 Tax ID#: 15008045Y PIN#: 260305-09-6780
 Project Status **Approved**
 Notes: Old Checkers Site

Site Plan 2023-06	
Submittal Date:	6/1/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/15/2023

Project Name: **Cox Automotive Addition**
 Request: Open canopy addition to building
 Location
 Tax ID#: PIN:
 Project Status
 Notes:

Site Plan 2023-05	
Submittal Date:	5/22/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/22/2023

Project Name: **General Design Standards**
 Request: Article 2,10 and Appendix A
 Location
 Tax ID#: PIN:
 Project Status **In First Review**
 Notes: Town Council tabled discussion to future workshop

Text Amendment 2023-06	
Submittal Date:	5/1/2023
Planning Board Review:	5/4/2023
Board of Adjustment Review:	
Town Council Hearing Date:	7/4/2023
Approval Date:	

Project Name: **Airport Industrial Lot 4**
 Request: 8000 sq ft Industrial Flex Space
 Location 154 Airport Ind Drive
 Tax ID#: 15J08017H PIN#: 68500-04-6994
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2023-04	
Submittal Date:	4/19/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/9/2023

Project Name: **Westerman Place Sub'd**

Request: variance to create a lot on a private easement

Location 350 Westerman Place

Tax ID#: 15I07040 PIN#: 167500-74-2102

Project Status **Approved**

Notes: 10.110.1.4.4,10.110.1.4.4.1 and 10.110.1.4.4.2 to allow a 6.77-acre lot on an access easement

BOA 2023-05

Submittal Date: 4/7/2023

Planning Board Review:

Board of Adjustment Review: 4/27/2023

Town Council Hearing Date:

Approval Date:

Project Name: **Eagle Nest**

Request: 7 Lot major subdision

Location Galilee Road

Tax ID#: 15I09034M PIN#: 167300-68-6881

Project Status **First Review Complete**

Notes: Manufactured homes on septic tanks with shared driveways - appears to have been withdrawn

Subdivision 2023-01

Submittal Date: 3/21/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: **Home2Suites**

Request: 98 Room Hotel

Location 180 Towne Center Place

Tax ID#: 15L11001H PIN#: 260305-08-8796

Project Status **Approved**

Notes: Construction Emminent

Site Plan 2023-03

Submittal Date: 3/17/2023

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date: 6/22/2023

Project Name: **Airport Overlay District**

Request: Amends Section 10.95 Airport Height Hazard Overlay (AHH).

Location

Tax ID#: PIN#:

Project Status **Approved**

Notes: PB reccomends approval

Text Amendment 2023-03

Submittal Date: 3/3/2023

Planning Board Review: 4/6/2023

Board of Adjustment Review:

Town Council Hearing Date: 5/2/2023

Approval Date: 5/2/2023

Project Name: **Landscape Maintenance**
 Request: Amends Section 10.11. Landscape Maintenance
 Location
 Tax ID#: PIN#:
 Project Status **Approved**
 Notes: PB reccomends approval

Text Amendment 2023-05	
Submittal Date:	3/3/2023
Planning Board Review:	4/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2023
Approval Date:	5/2/2023

Project Name: **Gov. offices in the IND Zoning Districts**
 Request: Amends Section 6.6, Table of Permitted Uses
 Location
 Tax ID#: PIN#:
 Project Status **Approved**
 Notes: PB reccomends approval

Text Amendment 2023-05	
Submittal Date:	3/3/2023
Planning Board Review:	4/6/2023
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2023
Approval Date:	5/2/2023

Project Name: **Ram Rent-All**
 Request: Free standing storage building
 Location 804 North Brightleaf Boulevard
 Tax ID#: 15006010 PIN#: 260413-02-1766
 Project Status **Approved**
 Notes: 1,800 square foot metal building

Site Plan 2023-04	
Submittal Date:	2/10/2023
Planning Board Review:	
Board of Adjustment Review:	3/30/2023
Town Council Hearing Date:	
Approval Date:	4/13/2023

Project Name: **Accessory Structures**
 Request: Allows 2 accessory structures perresidential zoned lot
 Location
 Tax ID#: PIN#:
 Project Status **Approved**
 Notes: PB reccomended approval

Text Amendment 2023-02	
Submittal Date:	2/3/2023
Planning Board Review:	3/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	4/4/2023
Approval Date:	4/4/2023

Project Name: **Perfect Ride**
 Request: Variance from Street Yard, Paking lot trees, Parking lot striping
 Location 721 North Brightleaf Boulevard
 Tax ID#: 15006006 PIN#: 169416-92-9618
 Project Status
 Notes: Denied by TOSBOA

Variance 2023-03	
Submittal Date:	2/3/2023
Planning Board Review:	
Board of Adjustment Review:	2/23/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Deacon Jones Automotive**
 Request: Exemption from parking lot striping
 Location 1109 North Brightleaf Boulevard
 Tax ID#: 15004022 PIN#: 260413-24-1290
 Project Status
 Notes: Denied by TOSBOA

Variance 2023-02	
Submittal Date:	1/12/2023
Planning Board Review:	
Board of Adjustment Review:	2/23/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Deacon Jones Automotive**
 Request: Exceed the maximum of four wall signs for a total of six
 Location 1109 North Brightleaf Boulevard
 Tax ID#: 15004022 PIN#: 260413-24-1290
 Project Status **Approved**
 Notes: Approved by TOSBOA

Variance 2023-01	
Submittal Date:	1/6/2023
Planning Board Review:	
Board of Adjustment Review:	1/26/2023
Town Council Hearing Date:	
Approval Date:	

Project Name: **Building Height Ordinance**
 Request: Increases max building Height to 80' in the HI zoning district
 Location
 Tax ID#: PIN#:
 Project Status **Approved**
 Notes: PB recommended approval

Text Amendment 2023-01	
Submittal Date:	
Planning Board Review:	2/2/2023
Board of Adjustment Review:	
Town Council Hearing Date:	3/7/2023
Approval Date:	3/7/2023



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

Permits Issued for February 2024

		Permit Fees	Permits Issued
Zoning	Land Use	\$800.00	8
Subdivisions	Major Subdivision	\$450.00	4
Site Plan	Minor Site Plan	\$250.00	7
Zoning	Sign	\$250.00	5
Report Period Total:		\$1,750.00	25
Fiscal YTD Total:		\$2,775.00	49

Permit#	Permit Type	Sub Type	Address	File Open Date
SP24-000029	Site Plan	Major Site Plan	230 North Equity	02/01/2024
SP24-000030	Site Plan	Minor Site Plan	1110 Chestnut Drive	02/05/2024
SP24-000031	Site Plan	Minor Site Plan	1044 Wilsons Mills Road	02/08/2024
SP24-000032	Site Plan	Minor Site Plan	567 Rock Pillar Road	02/08/2024
SP24-000033	Site Plan	Minor Site Plan	2366 Wilsons Mills Road	02/09/2024
SP24-000034	Site Plan	Major Site Plan	South Sixth Street	02/09/2024
SP24-000035	Site Plan	Minor Site Plan	129 Strickland Drive	02/13/2024
SP24-000036	Site Plan	Minor Site Plan	714 South Third Street	02/15/2024
SP24-000037	Site Plan	Major Site Plan	238-288 West Saltgrass Lane	02/20/2024
SP24-000038	Site Plan	Minor Site Plan	18 East Edgerton Street	02/20/2024
SP24-000039	Site Plan	Major Site Plan	185-197 Copper Fox Lane	02/28/2024
Z24-000015	Zoning	Sign	233 Airport Industrial Drive	02/01/2024
Z24-000016	Zoning	Building	805 South Vermont Street	02/05/2024
Z24-000017	Zoning	Sign	728 North Brightleaf Boulevard	02/13/2024
Z24-000018	Zoning	Sign	721 North Brightleaf Boulevard	02/13/2024
Z24-000019	Zoning	Sign	1025 Outlet Center Drive Unit 610	02/13/2024
Z24-000020	Zoning	Land Use	937 North Brightleaf Boulevard	02/14/2024
Z24-000021	Zoning	Land Use	513 Buffalo Road	02/15/2024
Z24-000022	Zoning	Land Use	2591 East US 70B Highway	02/16/2024
Z24-000023	Zoning	Land Use	2735 Buffalo Road	02/20/2024
Z24-000024	Zoning	Land Use	927 North Brightleaf Boulevard	02/23/2024
Z24-000025	Zoning	Sign	927 North Brightleaf Boulevard	02/23/2024
Z24-000026	Zoning	Land Use	839 North Brightleaf Boulevard	02/29/2024
Z24-000027	Zoning	Land Use	839 North Brightleaf Boulevard	02/29/2024
Z24-000028	Zoning	Land Use	136 South Third Street	02/29/2024



SMITHFIELD POLICE DEPARTMENT

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

MONTHLY STATISTICS

MONTH ENDING FEBRUARY 29, 2024

	<i>MONTHLY TOTAL</i>	<i>YEAR TO DATE TOTAL</i>
CALLS FOR SERVICE	1527	3164
INCIDENT REPORTS TAKEN	108	216
BURGLARY	1	2
CASES CLOSED	85	168
ACCIDENT REPORTS	77	164
ARREST REPORTS TAKEN	69	147
DRUGS	21	44
DWI	4	8
CITATIONS ISSUED	218	401
PARKING/PAID	91/34	123/44
SPEEDING	5	9
NOL/DWLR	81	133
FICT/CNCL/REV REG CARD/TAG	62	122

Smithfield, North Carolina • The Heart of Johnston County Since 1777

REPORTED UCR OFFENSES FOR THE MONTH OF FEBRUARY 2024

PART I CRIMES	February 2023	February 2024	+/-	Percent Changed	Year-To-Date 2023	Year-To-Date 2024	+/-	Percent Changed
MURDER	1	0	-1	-100%	1	1	0	0%
RAPE	0	1	1	N.C.	0	1	1	N.C.
ROBBERY	0	1	1	N.C.	0	2	2	N.C.
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	0	1	1	N.C.	0	2	2	N.C.
ASSAULT	5	2	-3	-60%	9	5	-4	-44%
* VIOLENT *	6	4	-2	-33%	10	9	-1	-10%
BURGLARY	3	2	-1	-33%	9	6	-3	-33%
Residential	2	1	-1	-50%	4	4	0	0%
Non-Resident.	1	1	0	0%	5	2	-3	-60%
LARCENY	28	27	-1	-4%	52	46	-6	-12%
AUTO THEFT	2	1	-1	-50%	3	5	2	67%
ARSON	1	0	-1	-100%	1	0	-1	-100%
* PROPERTY *	34	30	-4	-12%	65	57	-8	-12%
PART I TOTAL:	40	34	-6	-15%	75	66	-9	-12%
PART II CRIMES								
Drug	10	22	12	120%	25	42	17	68%
Assault Simple	7	6	-1	-14%	23	16	-7	-30%
Forgery/Counterfeit	0	0	0	N.C.	3	2	-1	-33%
Fraud	11	4	-7	-64%	21	9	-12	-57%
Embezzlement	0	1	1	N.C.	0	2	2	N.C.
Stolen Property	1	2	1	100%	1	3	2	200%
Vandalism	1	4	3	300%	7	6	-1	-14%
Weapons	0	1	1	N.C.	1	1	0	0%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	1	1	0	0%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	5	4	-1	-20%	8	10	2	25%
Liquor Law Violation	0	1	1	N.C.	0	1	1	N.C.
Disorderly Conduct	1	0	-1	-100%	1	0	-1	-100%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	1	0	-1	-100%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	27	19	-8	-30%	56	39	-17	-30%
PART II TOTAL:	63	65	2	3%	148	132	-16	-11%
GRAND TOTAL:	103	99	-4	-4%	223	198	-25	-11%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
February 2024**

I. Statistical Section

	Feb.
Confirmed Structure Fires	2
EMS Responses	166
Misc./Other Calls	21
Mutual Aid Calls	4
TOTAL EMERGENCY RESPONSES	239

	Feb.	YTD
Fire Inspections	73	161
Public Fire Education Programs	0	0
# Of Children Educated	0	0
# Of Adults Educated	0	0
Plans Review Construction/Renovation Projects	15	33
Fire Department Permits reviewed / Issued	31	62
Business Preplans	0	0
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	Feb.	YTD
Inspections	\$700.00	\$1,200.00
Fire Recovery USA	\$1,061.00	\$1,061.00

III. Personnel Update:

1 vacant Full-time positions (1-Firefighter I), Assistant Fire Chief position was filled. Continuous Part-time positions available, 18 p/t positions currently filled including the p/t fire inspector.

IV. Narrative of monthly departmental activities:

- Squad was in-service 14 of 21 days
- Total Training Hours for December = 746.5 hours
- Completed the new recruit training process

- Continue budget process
- Completed the 2023 Annual Report draft
- Assistant Fire Chief onboarding completed
- Website Documents
- Plans Review Scanning
- Smoke Alarm Canvassing planning
- Fire Investigations Program work
- Feb. 7,8, & 9 – ICS 300 Training
- Feb. 10 – Retiree Breakfast
- Feb. 10 – Dr. Martin Luther King Jr. parade
- Feb. 12 – EMS Con. Ed.
- Feb. 15 – Aerial training at JCC

V. Upcoming Plans

- Finalize Fire Department Annual Report 2023
- Continue budget process
- Recruitment/Retention planning (Committee)
- New Fire Engine preconstruction meeting (SD)
- Website Updating
- Pre-Incident Survey Guidelines
- Residential Inspections
- JCC Re-Inspections
- Meeting with Skyware Global, The Crossings (Kellie Drive)



Reporting

02/01/2024 - 02/29/2024

Last Month

Summary

Asset Hea...

New

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Assigned To

Due Date

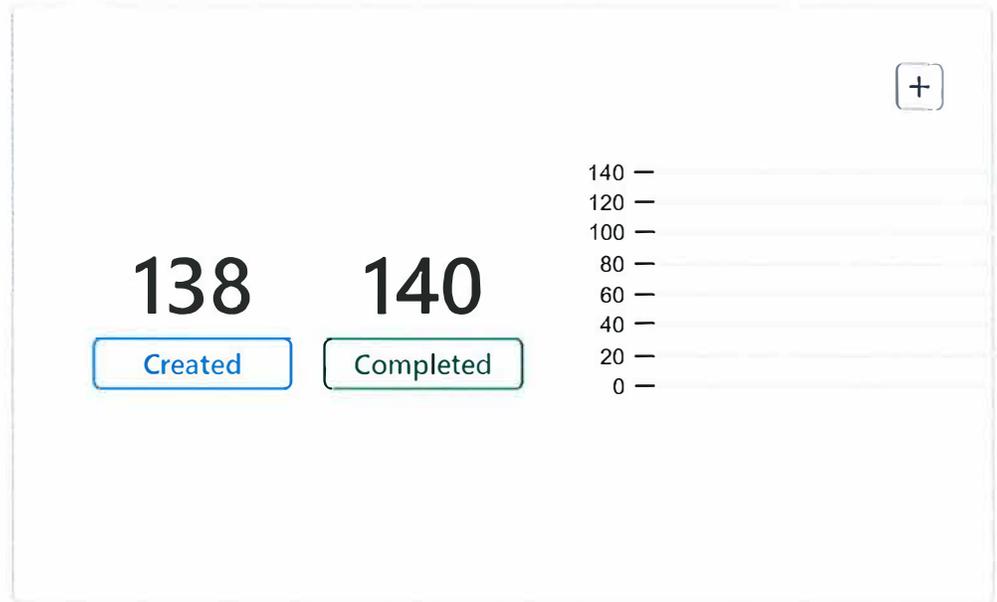
Category

+ Add Filter

My Filters

Created vs. Completed

Created vs. Completed



Grouped by: Team | User | Asset | Location

Created vs. Completed

Assigned Team Name	Members	Assigned	Completed
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No data available. Try changing the date range or report type.

Work Orders 11

Purchase Orders

Reporting

Requests

Assets

Messages 1

Categories

Parts Inventory

Library

Meters

Locations

Teams / Users

Vendors

Support

Lawrence Davis
Settings

**Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
February 28, 2024**



I. Statistical Section

- 7 Burials
- 2 Works Orders – Buildings & Facilities Division
- 31 Work Orders – Grounds Division
- 8 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 3,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$ 5,075.00
Total Revenue:	\$ 8,075.00

III. Major Expenses for the Month:

Paid Craft Digging service \$4,200.00 for grave opening and closing. Paid McClung’s Electric and plumbing \$628.30 water heater repair and replace gas valve controller at Town Hall. Paid Quality Equipment \$1,011.34 for repair /annual Maintenance of Zero turn John Deere z970R mower

IV. Personnel Update:

None

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 “Blood pressure Screening ” with Jaime Pearce with Wellness Works.



Smithfield Appearance Commission

Smithfield Appearance Commission

Agenda

Tuesday, March 19, 2024

5:00 PM

Opening

Call to Order

Business:

Approval of Meeting Minutes

Financial Report

Agenda Items

Updates

- 95 Signage
- Donate-A-Tree promotion
- Bradford tree replacements (on hold)

Action Items

- DOT Litter Sweep with Parks and Rec
 - April 20th: 9:30 - 11:30am
 - Adopt-A-Street Program
- Ham and Yam
- Keep Smithfield Clean campaign

Closing

Adjourn

**Town of Smithfield
Public Works Department
February 28, 2024**



138 Total Work Orders completed by the Public Works Department

5 Burials, at \$725.00 each = \$5,075.00

0 Cremation Burial, \$425.00 each = \$0

\$3,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

429.47 tons of household waste collected.

130.00 tons of yard waste collected.

2.51 tons of recycling collected.

0 gallons of used motor oil were recycled.

0 scrap tires were recycled.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
February 28, 2024**



I. Statistical Section

 2 Preventive Maintenances

 0 North Carolina Inspections (Outsourced)

 17 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

none.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The Public Works Department safety meeting was on "Blood Screening".

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Feb. 28, 2024



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts,
- c. 0 gator areas and 0 overlay.
- d. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 11 Work Orders – 762.50lbs. of Cold Patch was used for 5 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:3

N/A

IV. Personnel Update:

No one new was hired in the month of February.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Blood screening".



Work Orders List for 03/01/2024 - 03/31/2024

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#2763 101 E Market Street Type: Reactive High Streets Division Ethan Bryant	Drainage Division Street Division	03/01/2024 ✓ Done Completed by Ethan Bryant on 03/01/2024	Total Time Costs Total Time 26m 35s Total Costs \$9.15	
#2765 Clean signs Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/04/2024	Total Time Costs Total Time 1h 3m 53s Total Costs \$22.00	
#2768 Fill potholes Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/04/2024	Total Time Costs Total Time 35m 6s Total Costs \$12.09	
#2767 Clean signs Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/04/2024	Total Time Costs Total Time 4h 22m 45s Total Costs \$90.47	
#2774 Stopsign leaning Type: Reactive	Drainage Division	✓ Done Completed by Ethan Bryant on 03/05/2024	Total Time Costs Total Time 9m 8s Total Costs \$3.14	

[Drainage](#)
Ethan Bryant

Total Costs **\$3.14**

#2776
Fill potholes
Type: Reactive
[Drainage](#)
Ethan Bryant

Drainage Division
 ✓ Done
 Completed by Ethan Bryant on 03/05/2024
 Total Time Costs \$4.70
 Total Time 13m 39s
Total Costs \$4.70

#2777
Fill potholes
Type: Reactive
[Drainage](#)
Ethan Bryant

Drainage Division
 ✓ Done
 Completed by Ethan Bryant on 03/05/2024
 Total Time Costs \$5.63
 Total Time 16m 21s
Total Costs \$5.63

#2778
Put up 3-way stopsign
Type: Reactive
[Drainage](#)
Ethan Bryant

Drainage Division
 ✓ Done
 Completed by Ethan Bryant on 03/05/2024
 Total Time Costs \$31.76
 Total Time 1h 32m 14s
Total Costs \$31.76

#2780
Clean catchbasins
Type: Reactive
[Drainage](#)
Ethan Bryant

Drainage Division
 ✓ Done
 Completed by Ethan Bryant on 03/06/2024
 Total Time Costs \$172.72
 Total Time 8h 21m 36s
Total Costs \$172.72

#2787
Cut back limbs
Type: Reactive
[Drainage](#)
Ethan Bryant

Drainage Division
 ✓ Done
 Completed by Ethan Bryant on 03/07/2024
 Total Time Costs \$21.08
 Total Time 1h 1m 13s
Total Costs \$21.08

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2795
45mph sign leaning
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 11m 3s
\$3.80

#2796
**Bolt missing from
 stopsign**
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 8m 12s
\$2.82

#2797
Fill potholes
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 10m 20s
\$3.56

#2798
Fill pothole
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 7m 14s
\$2.49

#2799
Stopsign leaning
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 7m 16s
\$2.50

#2801
Fill pothole
 Type: Reactive

Drainage Division
 Done
 Completed by Ethan Bryant
 on 03/08/2024
 Total Time Costs
 Total Time
 17m 51s
\$6.15

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

[Drainage](#)

Ethan Bryant

#2802

Fill pothole

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/08/2024

Total Time Costs

8m 30s

Total Costs

\$2.93

#2803

Clean dirt off curb

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/11/2024

Total Time Costs

55m 2s

Total Costs

\$18.95

#2804

Raise curb cap

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/11/2024

Total Time Costs

30m 19s

Total Costs

\$10.44

#2809

Put metal plate over storm drain

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/12/2024

Total Time Costs

50m 10s

Total Costs

\$17.27

#2811

Fix white vinyl fence

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/12/2024

Total Time Costs

1h 11m 0s

Total Costs

\$24.45

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2812 Fill potholes Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/13/2024	Total Time Costs Total Time 16h 42m 23s \$345.15	
#2815 Put rock on dirt streets Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/13/2024	Total Time Costs Total Time 3h 52m 55s \$80.20	
#2821 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/14/2024	Total Time Costs Total Time 6m 38s \$2.28	
#2822 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/14/2024	Total Time Costs Total Time 5m 56s \$2.04	
#2823 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 03/14/2024	Total Time Costs Total Time 5m 37s \$1.93	
#2829 Put up historic sign Type: Reactive	Drainage Division	✓ Done Completed by Ethan Bryant on 03/15/2024	Total Time Costs Total Time 30m 18s \$10.43	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

Drainage

Ethan Bryant

#2837

Fix banner

Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/19/2024

Total Time Costs

Total Time

\$3.66

10m 38s

\$3.66

#2839

Fix banner

Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/19/2024

Total Time Costs

Total Time

\$4.22

12m 16s

\$4.22

#2840

Fix banner

Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/19/2024

Total Time Costs

Total Time

\$10.69

31m 2s

\$10.69

#2841

Pick up cones

Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/19/2024

Total Time Costs

Total Time

\$23.03

1h 6m 53s

\$23.03

#2843

Moving boxes for town hall

Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done

Completed by Ethan Bryant on 03/20/2024

Total Time Costs

Total Time

\$101.34

4h 54m 19s

\$101.34

WORK ORDER INFO **LOCATION & ASSET** **DUE & STATUS** **TIME & COST** **PROCEDURE ANSWERS**

#2846
Fix cracks in sidewalk
 Type: Reactive
[Drainage](#)
 Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 03/21/2024

Total Time Costs \$12.95
 Total Time 37m 37s
Total Costs \$12.95

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
February 29, 2024**



I. Statistical Section

The Division collected from approximately 4,246 homes, 4 times during the month

- a. Sanitation forces completed 49 work orders
- b. Sanitation forces collected tons 429.47 of household waste
- c. Sanitation forces disposed of loads 65 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 .42 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 2.51 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 1,220 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for
- c. Sold 4,880 lbs. of shredder steel for \$ 402.60 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,470 for disposal of yard waste and debris. Cox Repair Services was paid \$700 for a tow. O'reilly was paid \$832.49 for replacement fan drive. Velocity Truck Centers was paid \$1,058.56 for new radiator.

IV. Personnel Update:

V. Narrative of monthly departmental activities:

Public Works Safety Training was on "Blood Pressure" With Jamie Pearce. Public works had no events for the month of February.

Community Service Workers worked 28 Hrs.

WATER/SEWER STREET CUTS - ASPHALT LIST

Date:	Address:	Size:	Emailed to PW on:
01/26/24	612 S. First St.	6x7	02/08/24
01/29/24	912 Second Ave.	7x8	02/08/24
01/30/24	1011 Massey St.	(2)cuts: 3x8/each	02/08/24
02/02/24	406 N. 10th St.	5x12	02/08/24
02/05/24	E. Johnston & S. 6th St.	11x20	02/08/24
02/05/24	Circle Dr. / Behind Sanders Funeral Home	12x12	02/08/24

Submitted to Denton Contracting 2/8/24
Total (7) utility cuts



MONTHLY REPORT FOR FEBRUARY, 2024

PROGRAMS STATISTICS	FEBRUARY, 2024		23/24 FY YTD		FEBRUARY, 2023			
NUMBER OF PROGRAMS	8		69		13			
TOTAL ATHLETICS PARTICIPANTS	454		2,745		446			
TOTAL NON/ATHLETIC PARTICIPANTS	287		7,418		405			
SARAH YARD COMMUNITY CENTER	121		1,022		108			
NUMBER OF GAMES PLAYED	76		239		69			
TOTAL NUMBER OF PLAYERS (GAMES)	1,536		7,138		1,320			
NUMBER OF PRACTICES	100		508		78			
TOTAL NUMBER OF PLAYER(S) PRACTICES	900		4,841		702			
	FEBRUARY, 2024		23/24 FY YTD		FEBRUARY, 2023		22/23 FY YTD	
PARKS RENTALS	66		319		73		420	
USERS (PARKS RENTALS)	1,566		5,307		1,262		11,200	
TOTAL UNIQUE CONTACTS	4,410		25,726		3,797		26,811	
	FEBRUARY, 2024		23/24 FY YTD		FEBRUARY, 2023		22/23 FY YTD	
PARKS AND RECREATION REVENUES	\$	14,560.00	\$	72,090.00	\$	15,436.00	\$	76,256.00
PARKS AND RECREATON EXPENDITURES (OPERATIONS)	\$	71,624.35	\$	567,204.00	\$	54,376.00	\$	525,129.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$	16,232.00	\$	141,826.00	\$	41,253.00	\$	91,014.00
SARAH YARD COMMUNITY CENTER (OPERATIONS)	\$	3,010.00	\$	22,592.00	\$	4,855.00	\$	43,517.00
SARAH YARD COMMUNITY CENTER (CAPITAL OUTLAY)	\$	-	\$	7,476.00	\$	-	\$	21,500.00

HIGHLIGHTS Daddy Daughter Dance with 241 Participants
 Youth Basketball (274 Players)
 HS Softball Scrimmages for Miracle Leagues (13 HS Softball Teams)



SRAC MONTHLY REPORT FOR FEBRUARY, 2024

PROGRAMS STATISTICS	FEBRUARY, 2024		FEBRUARY, 2023	
NUMBER OF PROGRAMS	15		14	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	522		3360	
	FEBRUARY, 2024	23/24 FY YTD	FEBRUARY, 2023	22/23 FY YTD
SRAC MEMBER VISITS	4147	30645	3921	26447
DAY PASSES	801	11142	1012	10341
RENTALS (SRAC)	26	161	58	135
USERS (SRAC RENTALS)	1044	22020	1249	20976
TOTAL UNIQUE CONTACTS	5,713	92,290	8,530	86,577
	FEBRUARY, 2024	23/24 FY YTD	FEBRUARY, 2023	22/23 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 591,691.00	\$ 501,110.00	\$ 58,465.40	\$ 473,627.00
OPERATION EXPENDITURES	\$ 109,481.00	\$ 730,619.00	\$ 73,375.00	\$ 662,327.00
CAPITAL EXPENDITURES	\$ 35,939.00	\$ 80,321.00	\$ 10,658.00	\$ 12,103.00
SRAC MEMBERSHIPS	3798		3195	
HIGHLIGHTS	Doodlebugs Pre-school Program Pottery Classes			



- **Statistical Section**

- Electric CP Demand 22,132 Kw relative to January's demand of 26,840 Kw.
- Electric System Reliability was 99.9959%, with one (1) recorded main line outage; relative to January's 99.9577%.
- Raw water treated on a daily average was 4.495 MG relative to 4.529 MG for January; with maximum demand of 6.025 MG relative to January's 5.746 MG.
- Total finished water to the system was 104.309 MG relative to January's 92.964 MG.
Average daily for the month was 3.365 MG relative to January's 2.999 MG.
Daily maximum was 4.804 MG (February 13th) relative to January's 5.174 MG.
Daily minimum was 2.864 MG (February 24th), relative to January's 0.779 MG.

- **Miscellaneous Revenues**

- Water sales were \$252,140 relative to January's \$243,955
- Sewer sales were \$423,476 relative to January's \$412,035
- Electrical sales were \$1,311,824 relative to January's sales of \$1,335,140
- Johnston County Water purchases were \$216,050 for 85.059 MG relative to January's \$195,958 for 77.149 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$946,777 relative to January's \$1,100,183.
- Johnston County sewer charge was \$151,612 for 35.927 MG relative to January's \$292,119 for 69.222 MG.

- **Personnel Changes**

- T. J. Harper began work as an Electric Line Technician on February 5.



**Town of Smithfield
Electric Department
Monthly Report
February, 2024**

I. Statistical Section

- Street Lights repaired –7
- Area Lights repaired-4
- Service calls – 41
- Underground Electric Locates -252
- Poles changed out/removed or installed -11
- Underground Services Installed -13

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting on Blood Borne Pathogens.

V. Miscellaneous Activities:

- The Electrical Dept. has only house services & street lights to install at East River Phases 3,4 & 5 as houses are completed.
- The Electrical Dept. is working on replacing old poles and upgrading lines in the Pine Acres area.
- The Electrical Dept. removed Christmas/Snowflake Decorations on Market St. Bridge for the Public Works Dept.
- The Electrical Dept. removed the Modem from the Water Tank on 9th St.
- Completed a UG Service for the Appearance Commission close to Tandoori Trl.



WATER & SEWER

February 2024 Monthly Report

● DISCONNECT WATER	4
● RECONNECT WATER	2
● TEST METER	13
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	7
● NEW/RENEW SERVICE INSTALLS	4
● LEAK DETECTION	15
● METER CHECKS	29
● METER REPAIRS	17
● WATER MAIN/SERVICE REPAIRS	7
● STREET CUTS	5
● REPLACE EXISTING METERS	11
● INSTALL NEW METERS	16
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS/SINK HOLES	12
● CLEANOUTS INSTALLED	11
● INSPECTIONS	13
● CAMERA SEWER	7
● SEWER MAIN CLEANED	41,139 LF

- SERVICE LATERALS CLEANED 1,725 LF
- SERVICE CALLS 202
- LOCATES 281
- SERVICED AND MAINTAINED ALL 21 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 EVENT.

Major Expenses for the month of February

1. Major repair to PS#7, PS#19, and PS#3 generators.
2. Had McClung's to do repairs on multiple stations that had been waiting on parts for many months.
3. Emergency waterline replacement on N 5th St. between Hancock and Caswell St.
4. Emergency repairs at Underwood Ave.
5. McClung's placed order for generator at PS#9.

Personnel Updates - none

Upcoming projects for the month of March.

1. Donald will be replacing more fire hydrants.
2. Corbett will be starting Alleyway work.
3. Work on Franklin Townes continues.
4. Work on Home 2 Suites continues.
5. Work on Floyd Landing.



MONTHLY WATER LOSS REPORT

February 2024

(8) - Meters with slow washer leaks

1 ½" Line, 1/8" hole, 3 days

(4) 2" Line, Full Shear, 1 day

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	02/27/24	3	15	7965	10	North Street	02/16/24	3	15	17820	40
Computer Drive	02/27/24	3	15	31860	10	West Street	02/16/24	2.5	15	78030	50
Castle Drive	02/27/24	3	15	7965	10	Regency Drive	02/16/24	2.5	15	63720	60
Parkway Drive	02/27/24	3	15	63720	40	Randers Court	02/16/24	2.8	15	15930	40
Garner Drive	02/27/24	3	15	63723	40	Noble Street	02/22/24	2.6	15	15930	40
Hwy 210 LIFT ST.	02/27/24	3	15	15930	40	Fieldale Dr#1(L)	02/22/24	3	15	63720	40
Skyland Drive	02/27/24	3	15	7965	10	Fieldale Dr#2(R)	02/22/24	3	15	63720	40
Bradford Street	02/27/24	2.8	15	15930	10	Heather Court	02/22/24	2.8	15	15930	40
Kellie Drive	02/27/24	3	15	7965	10	Reeding Place	02/22/24	2.8	15	15930	40
Edgewater	02/27/24	3	15	7965	10	East Street	02/22/24	2.4	15	63720	40
Edgecombe	02/27/24	3	15	15930	40	Smith Street	02/22/24	2	15	63720	40
Valley Wood	02/28/24	3	15	63720	40	Wellons Street	02/22/24	3	15	63720	40
Creek Wood	02/28/24	3	15	63720	40	Kay Drive	02/19/24	2	15	38985	15
White Oak Drive	02/28/24	3	15	7965	10	Huntington Place	02/19/24	1.4	15	38985	15
Brookwood Drive	02/28/24	3	15	22515	5	N. Lakeside Drive	02/19/24	2.2	15	9750	15
Runnymede Place	02/28/24	3	15	31860	10	Cypress Point	02/19/24	2.4	15	34890	12
Nottingham Place	02/29/24	3	15	38985	10	Quail Run	02/19/24	2.8	15	8715	12
Heritage Drive	02/29/24	3	15	38985	10	British Court	02/19/24	2	15	8715	12
Noble Plaza #1	02/29/24	2.8	15	9750	10	Tyler Street	02/19/24	1.8	15	78030	60
Noble Plaza #2	02/29/24	2.8	15	9750	10	Yelverton Road	02/19/24	2.3	15	63720	40
Pinecrest Street	02/29/24	3	15	19500	10	Ava Gardner	02/19/24	2.2	15	63720	40
S. Sussex Drive	02/29/24	3	15	31860	10	Waddell Drive	02/21/24	2.3	15	7965	10
Elm Drive	02/29/24	3	15	9750	10	Henly Place	02/21/24	2.4	15	8715	12
						Birch Street	02/21/24	2.6	15	34890	12
						Pine Street	02/21/24	3	15	38985	15
Coor Farm Supply	02/29/24	2	15	7965	10	Oak Drive	02/21/24	3	15	37695	14
Old Goldsboro Rd,	02/29/24	3	15	7965	10	Cedar Drive	02/21/24	3	15	31860	10
Hillcrest Drive	02/19/24	2.5	15	31860	10	Aspen Drive	02/21/24	3	15	34890	12
Eason Street	02/19/24	2.5	15	38985	40	Furlonge Street	02/21/24	2.4	15	34890	12
Magnolia circle	02/19/24	2	15	78030	40	Golden Corral	02/21/24	2.5	15	40290	16
Rainbow Drive	02/19/24	3	15	19500	60	Holland Drive	02/21/24	2.8	15	9750	15
Rainbow Circle	02/19/24	2.6	15	19500	60	Davis Street	02/21/24	3	15	34890	12
Moonbeam Circle	02/19/24	2.5	15	19500	60	Caroline Ave.	02/21/24	3	15	31860	10
Ray Drive	02/19/24	2.4	15	15930	60	Johnston Street	02/21/24	2.8	15	38985	15
Will Drive	02/19/24	2.5	15	63720	40	Ryans	02/19/24	2.2	90	9750	15
Michael Lane	02/19/24	2.5	15	63721	40						
Ward Street	02/19/24	3.4	15	15930	40						

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