



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, May 7, 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 MAY 7, 2024
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

- 1. 2024 American Public Power Reliable Public Power Provider Platinum designation**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Proclamation: Recognizing May 5th through the 11th as Public Service Recognition Week**
(Mayor – M. Andy Moore) See attached information.....5
- 3. Proclamation: Recognizing May 19th through the 25th as Public Works Week**
(Mayor – M. Andy Moore) See attached information.....6

Public Hearings: None

Citizens Comments

Consent Agenda Items:

- 1. Minutes**
 - a. March 19, 2024 – Regular Meeting
 - b. March 19, 2024 – Closed Session (Under Separate Cover)
 - c. April 2, 2024 – Regular Meeting
 - d. April 2, 2024 – Closed Session (Under Separate Cover)
 - e. April 11, 2024 – Recessed Meeting.....7

- 2. Special Event: Bulldog Bike Night** – Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Thursday, May 9, 2024 from 5:00pm until 8:00 pm. This request includes amplified sound, two food trucks and merchandise for sale.
(Planning Director – Stephen Wensman) See attached information.....25
- 3. Special Event: Test Ride Days** – Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Saturday, May 11, 2024 from 12:00 pm until 5:00 pm. This request includes amplified sound, a food truck and vendor sales.
(Planning Director – Stephen Wensman) See attached information.....33
- 4. Special Event: Spring Carnival** – Inner Shows, In. is requesting to hold a carnival at the Carolina Premium Outlets from May 10 through May 26, 2024. This event expects to draw over 100 people and food will be available for sale.
(Planning Director – Stephen Wensman) See attached information.....41
- 5. Special Event: May General Membership Meeting** – The Johnston County Building Industry Association is requesting to hold an event at 301 Bridge Street on Tuesday, May 14, 2024 from 5:30pm until 8:00pm. This request includes amplified sound.
(Planning Director – Stephen Wensman) See attached information.....49
- 6. Special Event: Red Cross Blood Drive** – Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Tuesday, May 21, 2024 from 12:00 pm until 5:00 pm. This request includes amplified sound, a food truck, and merchandise for sale.
(Planning Director – Stephen Wensman) See attached information.....55
- 7. Special Event: Memorial Day Event** - Bulldog’s Harley – Davidson is requesting to hold an event at 1043 Outlet Center Drive on Saturday, May 25, 2024 from 11:00 am until 5:00 pm. This request includes amplified sound, a food truck and merchandise for sale.
(Planning Director – Stephen Wensman) See attached information.....63
- 8. Special Event: Father’s Day Cookout** – Omar McKnight is requesting to hold an event on Sunday, June 16, 2024 at the Smith-Collins Park from 9:00 am until 9:00 pm. This request includes amplified sound that will begin at 2:00 pm.
(Planning Director – Stephen Wensman) See attached information.....75
- 9. Special Event: August General Membership Meeting** – The Johnston County Building Industry Association is requesting to hold an event at 301 Bridge Street on Friday, August 2, 2024 rom 5:30pm until 8:00pm. This request includes amplified sound.
(Planning Director – Stephen Wensman) See attached information.....81
- 10.Promotions: Consideration and request for approval to promote two Firefighters with the rank of Firefighter II to the rank of Fire Engineer**
(Fire Chief – Jeremy Daughtry) See attached information.....87

11.Promotion: Consideration and request for approval to promote a Sanitation Worker to a Sanitation Equipment Operator
(Public Works Director – Lawrence Davis) See attached information.....93

12.Consideration and request for approval to adopt Resolution No. 748 (09-2024) awarding a service badge and service weapon to retiring Police Lieutenant Terry West
(Chief of Police – Pete Hedrick) See attached information.....97

13.Consideration and request for approval to adopt Resolution No. 749 (10-2024) setting the date for the public hearing on May 21,2024 to consider the contiguous 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.....101

14.Consideration and request for approval of a contract in the amount of \$8,000.00 with Bartlett Tree Experts to conduct a street tree inventory in the Town. Appearance Commission funds will be used for this study.
(Public Works Director – Lawrence Davis) See attached information.....113

15.Consideration and request for approval to award a bid in the amount of \$56,278.56 to Barnes Cleaning Company for janitorial services.
(Public Works Director – Lawrence Davis) See attached information.....129

16.Consideration and request for approval to award a bid in the amount of \$56,326.00 to Biggs Outdoor Services for Public Works grounds maintenance
(Public Works Director – Lawrence Davis) See attached information.....145

17.Consideration and request for approval to award a bid in the amount of \$6,684.48 to Heat Transfer Solutions for HVAC services.
(Public Works Director – Lawrence Davis) See attached information.....157

18.Consideration and request for approval to award a bid in the amount of \$31,200.00 to Vision, NC for water valve assessment services
(Public Utilities Director – Ted Credle) See attached information.....171

19.Consideration and request for approval to award a bid in the amount 119,785.00 to Stuckey’s Backhoe Services, Inc. for East Smithfield Water System Improvements
(Public Utilities Director – Ted Credle) See attached information.....179

20.New Hire Report
(HR Director – Tim Kerigan) See attached information.....189

Business Items:

1. Consideration and request for approval to adopt Ordinance No. 518-2023 creating a Social District in Downtown Smithfield
(Town Manager – Michael Scott) See attached information.....191

- 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 June 4, 2024 Town Council Meeting.
(Planning Director – Stephen Wensman) See attached information.....241
- 3. 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.....251
- 4. RZ-24-01 Swift Creek Property Rezoning:** Harrison Tulloss/ Aaron Grosclouse are requesting the rezoning of two parcels (0.72 acre and 14.30 acres) located on north side of Swift Creek Road near the entrance to the Johnston County Regional Airport from R20-A (Residential-Agriculture) to LI (Light Industrial). The properties are further identified as Johnston County Tax ID Nos. 15J08015B and 15J08014C.
(Planning Director – Stephen Wensman) See attached information.....273
- 5. FY 2024 – 2025 Budget Discussions**
(Town Manager – Michael Scott)

Councilmember’s Comments

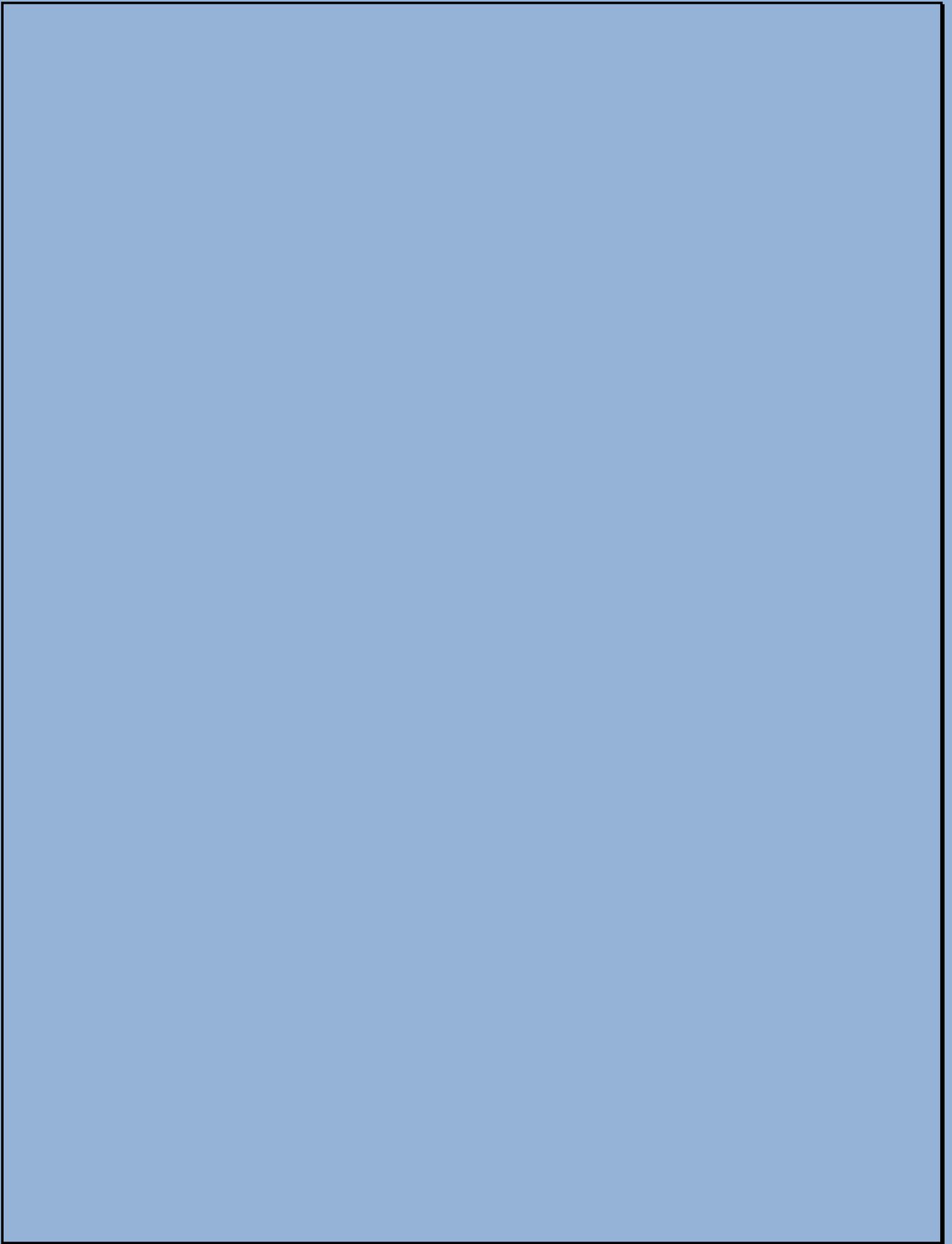
Town Manager’s Report

- Financial Report (See attached information).....293
- Department Reports (See attached information).....297
- Manager’s Report (Will be provided at the Meeting)

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

Adjourn/Recess

Presentations





Request for Town Council Action

Presentations: Award
Presentation
Date: 05/07/2024

Subject: RP3 Award Designation

Department: Public Utilities – Electric Department

Presented by: Public Utilities Director – Ted Credle

Presentation: Presentations

Issue Statement

Acceptance of the 2024 American Public Power designation as a Platinum Member!
This designation will remain effective until 2027.

Financial Impact

None.

Action Needed

Accept the award, as presented by the APPA

Recommendation

Staff recommends acceptance of the award

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. E-mail Notification



Staff Report

**Presentations: Award
Presentation**

The purpose of the American Public Power Association (APPA) Reliable Public Power Provider (RP3) program is to encourage public power utilities to demonstrate basic proficiency in four important disciplines: reliability, safety, work force development and system improvement. Utilities that successfully meet the guidelines in each of the four areas earn the designation as a Reliable Public Power Provider.

The designation program is set up so that each Public Power Provider applies for designation through a rigorous process; submitting cost data, program documentation and copies of Town policies & regulations to show the selection & grading committee that their particular community is striving for excellence in the 4 categories mentioned.

With a score of 95 out of a possible 100 points, the Town of Smithfield was designated a "Platinum" utility. This grade exemplifies the Smithfield Electric Division's continuous search to improve itself in its safety, reliability, system improvement, and workforce development.

Dear Walter,

Congratulations! Town of Smithfield has earned the 'Platinum' RP₃[®] designation!

Your utility will be recognized for achieving the RP₃ designation during the morning general session of the [2024 Engineering & Operations Conference](#) in New Orleans, Louisiana. The E&O Conference represents an excellent opportunity to discuss your application and achievement with other RP₃ designated utilities and the Review Panel.

To attain the full benefits of your RP₃ designation, please review the following items which we have also made available on the [RP₃ Designee Webpage](#):

- **Application Scores:** Your RP₃ Online Application will now display your score and designation level. View instructions on how to review your scores using [this guide](#).
 - If you have any difficulty logging in or reviewing your application, or if you would like to discuss your application with RP₃ staff, please contact RP3@PublicPower.org.
 - If you would like a reconsideration of your final score, please update [this request form](#) with additional descriptions and/or documentation and submit it to RP₃ staff no later than **Wednesday, February 14**. For instructions on reconsideration requests, view [this how-to document](#).
- **Designation Plaque:** To order your one free RP₃ designation plaque, please fill out an [electronic request](#) form.
- **Photograph for Awards Video:** Please submit a photo or logo to be shown during the awards ceremony at the E&O Conference using our [upload form](#) no later than **Monday, February 26**. Photographs should be in the highest resolution possible and jpeg file format. Photographs should be of your utility logo, your RP₃ team with your logo, or your utility's staff with your utility's logo. Examples of photographs suitable for submission can be seen by viewing the [2023 RP₃ Awards Video](#).
- **Communications Toolkit:** To help your utility share the RP₃ designation with your community, APPA has created a [media and communications toolkit](#). Example items include:
 - **Press Release:** The toolkit includes a template press release for your use in publicizing your award locally. ***Please note that any press release must be embargoed until Monday, April 8, following the Awards Ceremony at the Engineering and Operations Conference in New Orleans, Louisiana.***
 - **Logo:** Download a digital version of the RP₃ logo for optional use on your utility letterhead, business cards, website, etc.
 - **Social Media Banners and Bill Stuffers:** Images showing off your designation can be added to social media sites like Facebook and Twitter, and bill stuffers can be used in newspapers and other outlets.
 - **Talking Points:** Use these talking points to help share information about the designation with the media and other audiences.

Your designation will be valid for three years, from May 1, 2024 through April 30, 2027. For more information about your RP₃ designation, please contact us at RP3@PublicPower.org.

We hope to see you at the Engineering and Operations Conference this year, and again, congratulations on your achievement!

Sincerely,

RP₃ Staff

American Public Power Association

2451 Crystal Drive, Suite 1000

Arlington, VA 22202

<https://www.publicpower.org/rp3>

**TOWN OF SMITHFIELD
PROCLAMATION
PUBLIC SERVICE RECOGNITION WEEK
MAY 5-11, 2024**

WHEREAS, the residents of Smithfield, North Carolina, are served every day by public employees at the federal, state, and local levels of government; and

WHEREAS, each day the talented Town of Smithfield public employees work to keep the Town operating by ensuring proper management of municipal services and strategic implementation of public resources; and

WHEREAS, in often difficult circumstances, our public employees are the unsung heroes that protect and enhance the quality of life for our residents, businesses, and visitors; and

WHEREAS, the public employees of the Town of Smithfield are committed to exhibiting the highest standards of professional excellence, creativity, skill, and customer service; and

WHEREAS, Public Service Recognition Week has been celebrated the first week of May since 1985 to honor the men and women who serve our nation as federal, state, county, and local government employees.

NOW THEREFORE, I, M. Andy Moore, Mayor of Smithfield, along with the members of the Smithfield Town Council, do hereby proclaim the week of May 05 through May 11, 2024 to be

Public Service Recognition Week

and further extend appreciation to all of our Town employees, both full-time and part-time, as well as our volunteers, for the vital services they perform and their exemplary dedication to the Smithfield community.



M. Andy Moore, Mayor

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

**TOWN OF SMITHFIELD
PROCLAMATION
PUBLIC WORKS RECOGNITION WEEK
MAY 19 – 25, 2024**

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Smithfield; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are responsible for improving our streets, enhancing the appearance of the Town, maintaining the Town’s fleet, and maintaining the solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in the Town of Smithfield to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, I, M. Andy Moore, Mayor of Smithfield, along with the members of the Smithfield Town Council, do hereby proclaim the week of May 19–25, 2024, as

National Public Works Week

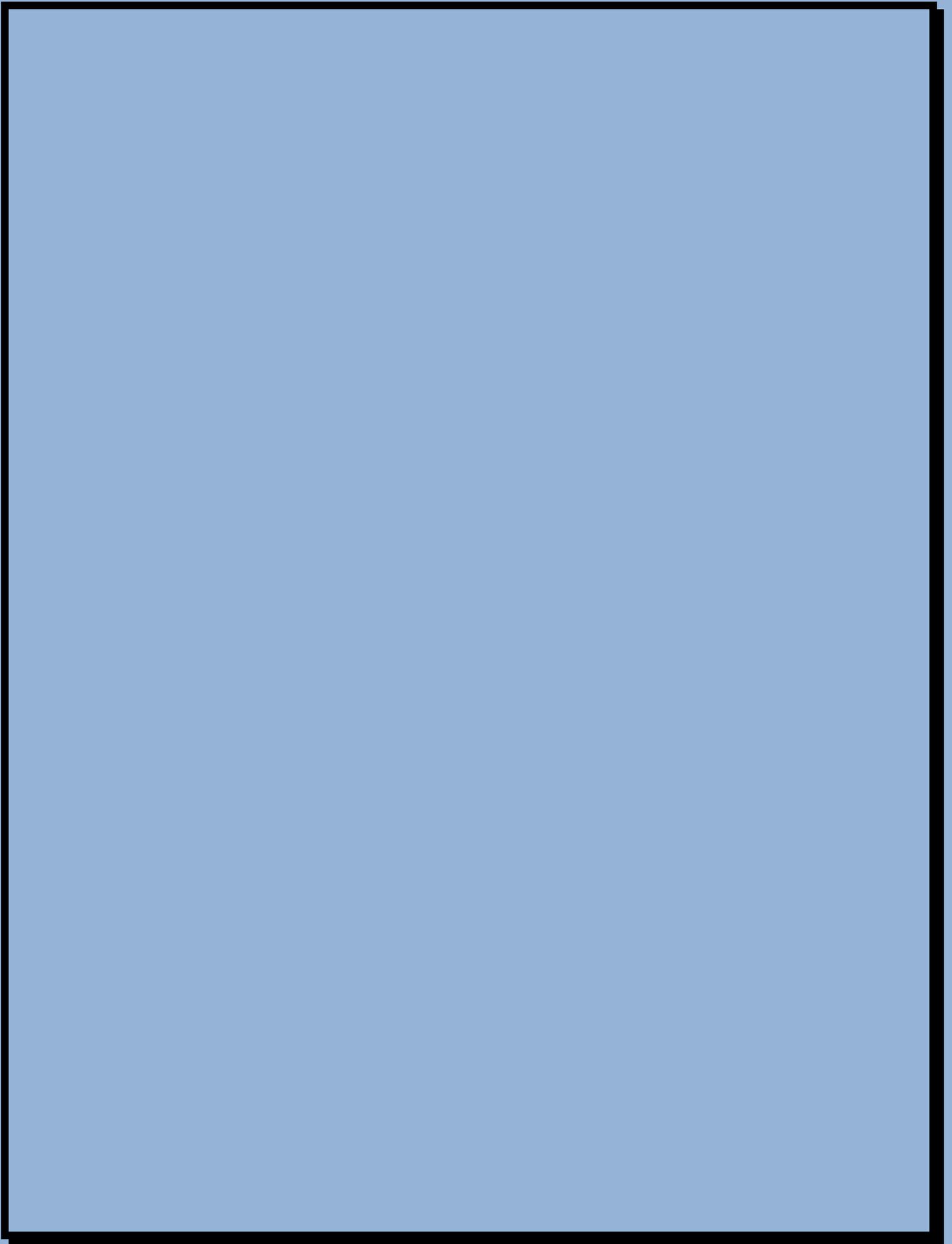
I urge all citizens pay tribute to our public works employees and to recognize the substantial contributions they make to protecting our health, safety, and advancing quality of life for all.



M. Andy Moore, Mayor

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

Consent Agenda Items



The Smithfield Town Council met for a regular meeting on Tuesday, March 19, 2024 at 7:00 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
Dr. David Barbour, District 4
John Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Jeremy Daughtry, Fire Chief
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

Bob Spene, 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 Barbour followed by the Pledge of Allegiance.

Approval of the Agenda

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

Remove from the Consent Agenda and add to the Business Items

Item 2: **Special Event: Farmers/Craft Artisan Fair** – The owners of Twisted Willow are requesting to hold events in the 100 Block of South Third Street on the following Saturdays: June 8th, June 22nd, September 14th and September 22nd from 9:30 am until 2:00 pm. This request includes the closure of the 100 Block of South Third Street, amplified sound, and the sale of food/goods.

Add a Closed Session Pursuant to NCGS 143-318.11 (a) (5) & (6)

Unanimously approved.

Public Hearings:

Town Clerk Shannan Parrish administered affirmations to those wishing to testify during the public hearing.

1. **S-24-01 Jubilee Creek Subdivision:** CMH Homes Inc. was 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.

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood to open the public hearing. Unanimously approved.

Planning Director Stephen Wensman testified that McIntyre and Associates, PLLC, was 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. The development in question does not involve any new public infrastructure. While the

developer had already divided two lots through a minor subdivision, further division required a major subdivision. This project aligned with the landscape requirements of the UDO (Unified Development Ordinance). Shared driveways will be required by NCDOT (North Carolina Department of Transportation), and new lots will connect to existing county water lines. Additionally, this development is exempt from stormwater retention requirements.

Although the parcel was designated for Office/Institutional use in the Growth Management Plan, the current sewage capacity does not support that designation, making low-density residential development more appropriate. This development meets the R-20A lot size and frontage requirements for a septic lot. If the Council chose to approve this request, it would also have to amend the Comprehensive Plan.

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.***
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.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the March 19, 2024 agenda packet.

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

Councilman Stevens questioned if there would be any landscaping or buffer between this development and West Smithfield Elementary School. Mr. Wensman stated that was a recommendation by the Planning Board but he was unsure if it was agreed upon by the applicant. The applicant was in attendance and could answer that question.

Stephen Wensman clarified to the Council that there was a misunderstanding regarding sewer capacity when the initial plan was created. The belief was that there was enough capacity for a larger, higher-density development in the area. However, the actual conditions at the pump station, primarily designed for County facilities with limited extra capacity, became apparent only later. The development of Laurel Creek utilized the remaining capacity, making the original plan unrealistic. The concept of creating a density node around the school for walkability was not feasible due to these utility constraints. Therefore, the current comp plan designation does not align with the practical utility conditions in the area.

Councilman Barbour raised concerns about the limited sewer capacity in the area, questioning if there were plans to expand capacity to support development. He noted that the Town extended its town limits with the expectation of expansion in that area. However, the current situation limited this potential growth, which was frustrating given the decisions were based on incomplete or inaccurate information. He suggested opening conversations with the County to explore options for increasing sewer capacity to align with the Town's expansion plans.

Public Utilities Director Ted Credle testified potential solutions for increasing sewer capacity in the area. These included enlarging the pump station, expanding its footprint, and upgrading the outlet line. However, the significant cost associated with upsizing the outlet line has been a challenge, given the extensive distance it would need to cover. It is not a part of the County's immediate plan.

Mayor Moore asked Mr. Wensman about the inconsistency with the growth plan and the sewer capacity issue. He pointed out that while residential development relied on septic tanks, commercial or industrial developments could also use commercial septic systems. Mr. Wensman replied that while it was technically possible to use commercial septic tanks, it may not make sense if there was not enough residential density to support those commercial developments. The original comp plan called for a denser community around the area, but that vision is no longer feasible given the current constraints.

Mayor Moore asked the applicant if they had testimony to offer in this matter.

Mack McIntyre, the developer for the project, introduced himself as an engineer from McIntyre and Associates. He mentioned a potential issue with the sidewalk placement due to the layout of the road, an eight-foot shoulder, and a ditch line. Placing the sidewalk on the other side of the ditch would require an easement within the properties, which may not be ideal. Typically, sidewalks were placed along curbs and gutters, not directly on the shoulder. This was an issue that needed to be addressed and resolved.

Robert Bulla from Clayton Homes expressed that while it made sense to have a sidewalk on the school side, placing one on Highway 210 near Black Creek Road did not seem practical. He noted that a recent four-unit subdivision on the opposite side of the road did not have a sidewalk, making it seem unnecessary and like a "sidewalk to nowhere." Additionally, he mentioned concerns about the road narrowing in that area and the need for future widening. He suggested that focusing on a fence, especially since an adjacent property already had one, would be more logical. As for the sidewalk on Galilee side, it aligns with potential foot traffic near the school.

Planning Director Stephen Wensman informed the Council that when he spoke with the developer, they were agreeable to the sidewalks because it was a requirement.

Mayor Moore questioned the type of housing that was being proposed. Mr. Bulla responded the proposed houses would be one-story homes, offering a more affordable option compared to standard houses, potentially saving buyers between \$30,000 to \$50,000. This approach provided people with an opportunity to own a nice home with some land around it, which may not be readily available through other means.

Councilman Stevens questioned if there would be landscaping and fencing adjacent to the school property. Mr. McIntyre responded that along the public right-of-way, there's a 15-foot landscape easement with specific requirements for trees and shrubs per 100 feet. While a buffer wasn't initially required along the school, they agreed to install a fence, which was mutually agreed upon. Mayor Moore stated the Council needed to define the type of fence it was requiring.

Councilman Barbour questioned if the applicant had considered annexing into the corporate limits of the Town. Mr. McIntyre responded the plan originally included annexing the property into the Town, with discussions revolving around sewer access. However, when sewer access could not be secured, plans for annexation changed, leading to a reduction in density compared to the initial plat. This change was disappointing.

Councilman Dunn questioned if sidewalks were required. Mr. Wensman responded sidewalks were required along the front edges and one side of every new street. They were not proposing any new streets but they have two front edges. Councilman Dunn stated the sidewalk on Galilee Road were feasible due to the road's nature. However, he mentioned concerns about placing the sidewalk on Hwy 210 due to ditch setbacks and right-of-way issues, which could result in the sidewalk encroaching on private property. Mr. Wensman explained that encountering limited right-of-way after the ditch on town highways was common. In such cases, sidewalks were often placed in sidewalk easements. He mentioned previous instances like at Amazon and in other subdivisions where sidewalks ended up on private property within easements.

Town Attorney Bob Spence explained the distinction between conditional zoning and a subdivision. In conditional zoning, negotiations with the owner are common regarding various aspects like the appearance of the house. However, in the case of a subdivision, the focus is primarily on whether the proposed division aligns with the code requirements. As this falls under a flat district, which permits such subdivisions, the discussion is centered on whether the subdivision is permissible.

Councilman Barbour stated that from a quasi-judicial perspective, meeting certain qualifications was necessary. Changing the plan to meet those qualifications was possible, but not mandatory unless specifically required by the regulations or circumstances. Mr. Spence agreed, confirming that the statement was accurate.

Mayor Moore asked the applicants if they agreed with the testimony offered by the Planning Director. They both were in agreement with the testimony offered by Mr. Wensman

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

Mayor Pro-Tem Wood made a motion, seconded by Councilman Dunn, to close the public hearing. Unanimously approved.

Mayor Moore informed the Council that they could discuss the four findings of fact and rule on them. They could also table this item until the next meeting.

Councilman Barbour questioned if the two actions needed for approval of this subdivision. 1. Amending the Comprehensive Plan and 2. Approval of the subdivision.

Councilman Barbour made a motion, seconded by Councilman Wood, to amend the Comprehensive Plan to guide this area as low density residential instead of Office/Institutional.

Mayor Moore if the discussion about the plan pertained only to this specific parcel. Stephen wasn't certain without looking at the comprehensive plan but acknowledged that the area had potential for commercial and industrial growth. He mentioned that while sewer availability might currently be an issue, it could become less significant with the arrival of a large customer.

Councilman Barbour withdrew his previous motion.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to table discussions on amending the Comprehensive Plan until the April 2, 2024. Unanimously approved.

Councilman Barbour made a motion, seconded by Councilman Stephens, to table subdivision request (S-24-01 Jubilee Creek Subdivision) until the April 2, 2024 meeting. Unanimously approved.

2. CZ-24-01 CarMax Conditional Zoning: requesting approval of a rezoning of a 13.13-acre property (Johnston County Tax ID# 15L10061) located at 1131 Outlet Center Drive in the Smithfield Business Center, east of the Carolina Premium Outlets and approximately 2,200 feet west of the Selma corporate boundary from B-3 to B-3 CZ (Conditional Zoning District).

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

Planner Chloe Allen addressed the Council regarding CarMax's proposal for a 13-acre tract within the Smithfield business park. The site plan included a public retail vehicle sales and service building, a private carwash, a private auction facility for wholesalers, and a vehicle staging area. Deviations from the Unified Development Ordinance (UDO) are proposed, including smaller parking spaces and drive aisles, as well as reduced landscaping requirements.

The primary deviation was in the vehicle display area, which was for CarMax employee use only and not accessible to customers. Instead of landscape islands, they proposed adding landscaping to the buffer yard and street yard. This approach was unique to CarMax and would not set a precedent for other car dealerships in the area.

Staff recommended approval with two conditions: future development plans must comply with the Master Plan B3 zoning district and other UDO regulations, and required trees and shrubs must be planted in designated areas. The recommended motion is to approve CZ -24-01 finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

Planner Chloe Allend has incorporated this entire record and provided it to the Council in written form in the March 19, 2024 agenda packet.

CONSISTENCY STATEMENT (Staff Opinion):

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 consistent and reasonable:

- 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 conditional zoning provisions that allows a good faith negotiation of development standards.***
- Compatibility with Surrounding Land Uses - ***The property considered for rezoning will be compatible with the surrounding land uses with the additional conditions of approval.***

Recommendation:

Planning Staff recommend the Town Council approve the rezoning, CZ-24-01, with the following conditions:

1. That the future development plans for the project be in accordance with the approved Master Plan, B-3 Zoning District, and other UDO regulations with the following deviations:

Standard	B-3/UDO Requirements.	Proposed
Section 10.13 Parking Facility Requirements	Landscape islands required every 15 parking stalls and at the ends of all parking rows	No landscape islands within the vehicle display area.
Section 10.2.4 Parking Space Arrangement and Dimensions; & Section 7.44.3	9-ft. wide by 18-ft. deep 8-ft. wide by 16-ft deep for compact cars.	9-ft. wide by 17-ft. deep
	24-ft. wide drive lanes	20-ft. wide drive lanes
Exclude gas easement from Street Yard calculations	Landscape Code requires all 633' be used to calculate Street Yard requirements	Proposed Street Yard based on 633'-73' (gas easement) =560'

2. That the required trees and shrubs eliminated from the vehicle display/sales yard be planted in the Street Yard and Buffer Yards.

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

Councilman Barbour questioned the statement in the staff analysis about CarMax’s site being unique and not setting a precedent for other car dealerships. He expressed confusion about why other dealerships wouldn't use CarMax's situation as a precedent and question why they can't have similar allowances. Mayor Moore responded by explaining that the model for CarMax involves a display area that is only accessible to pedestrians, not vehicles. He clarified that the front lot is not open to vehicle traffic, whether it's customers, sales, or employees. When a car is sold, a CarMax employee would drive it to its destination. This is in contrast to existing car lots in Smithfield where the general public can drive in and out freely. The CarMax site would be fenced off to prevent vehicle access, ensuring that only pedestrians can enter the display area.

Councilman Barbour questioned the smaller parking spaces being requested. Planning Director Stephen Wensman explained that CarMax’s request for smaller parking spaces and narrower drive lanes is to accommodate a larger number of cars on a restricted site due to the gas line easement impacting their plans. He clarified that if another dealership had a similar legitimate reason, such as restricting public parking access, then it could be considered an apples-to-apples comparison. However, CarMax's model of restricting vehicle access to employees only is unique and not something other dealerships typically do. He emphasized that the trade-off CarMax is offering includes a landscape buffer that is almost 30 feet deep instead of the required 15 feet, resulting in a greener corridor. Additionally, they will leave the gas line easement undisturbed with additional landscaping, containing the displaced landscaping within it. He wanted to ensure that this context was clear in the discussion.

Mayor Moore asked the applicants to speak to some of the concerns addressed by Council

Scott Down from Centerpointe Integrated Solutions and Steve from CarMax explained to the Council the unique constraints and features of the CarMax site. They clarified that CarMax was not asking for a rezoning but for minor design changes to accommodate their specific needs within the existing zoning. Scott provided a detailed overview of the site, including the gas and electrical easements, retention ponds, buffer zones, and parking areas. He emphasized that CarMax was not seeking relief or deletion of landscape requirements but is asking for relocation of landscaping to comply with the overall landscape requirements. Steve added that CarMax was blending parking space sizes based on the code's allowance for compact cars and was still complying with fire department regulations for drive aisle widths. They highlighted the efforts to exceed landscape requirements in certain areas and requested consideration for the undevelopable area due to the gas easement when calculating landscape requirements. He further explained the daily operations of the dealership.

Mayor Moore asked there was anyone else in attendance that wished to speak on the matter.

Planning Board Chairperson Mark Lane expressed concerns to the Council about the conditional zoning proposal for CarMax, highlighting that conditional zoning typically involves give and take. He emphasized that parts of the property should not be exempted from requirements, and he questioned whether similar allowances would be made for other businesses with different business models. Mark Lane cautioned against too many deviations from the UDO, stating that it doesn't seem like a fair exchange for the community.

Lindsay Bean questioned if they foresaw any issues with increased traffic in the area due to its proximity to the Carolina Premium Outlets. Planning Director Stephen Wensman responded that after consulting the Town Engineer, he did not feel that traffic in that area was going to be a major concern.

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

Councilman Barbour made a motion, seconded by Councilman Dunn to approve the zoning map amendment, CZ-24-01, with the 2 conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

Citizens Comments

- Lindsay Bean addressed the Council on the conditions of the property at 9 Alpine Court which was adjacent to her property.

Consent Agenda

Councilman Barbour made a motion, seconded by Councilman Dunn, to approve the item listed on the consent agenda. Unanimously approved.

1. Approval was granted to amend the Memorandum of Understanding with the Upper Coastal Plain Rural Planning Organization with Wilson County serving as the local planning agency rather than Nash County

Business Items:

1. Consideration and request for approval to adopt Resolution No. 743 (04-2024) authorizing the participation in the North Carolina Health Insurance Poole (NCHIP)

Human Resources Director Tim Kerigan presented a proposal to the Council regarding the town's employee benefits. The proposal suggested entering into an interlocal agreement with other North Carolina municipalities and counties through NCHIP, which would enable better negotiation for premium pricing and benefits, potentially reducing the town's health insurance premium increases. The primary health insurance carrier would transition from Cigna to BCBS, with no changes to benefit structures.

Additionally, the proposal does not alter the Council's payment structure for employees' dependents' insurance coverage or affect coverage for pre-65 age retirees hired before July 1, 2007, and with over 20 years of service.

The recommendation also does not change the Town's current ancillary benefits offered to employees. Approval of this proposal would authorize entering the interlocal agreement with NCHIP and approve Gallaher Benefit Services as the Broker of Record for ancillary health insurance benefits.

Councilman Barbour made a motion, seconded by Councilman Dunn, to adopt Resolution No. 743 (04-2024) authorizing the participation in the North Carolina Health Insurance Pool (NCHIP). Unanimously approved.

TOWN OF SMITHFIELD
RESOLUTION NO. 743 (04-2024)
AUTHORIZING THE PARTICIPATION IN THE
NORTH CAROLINA HEALTH INSURANCE POOL

WHEREAS, North Carolina local governments, including any North Carolina county, city, or housing authority, may enter into contracts or agreements under Article 23 of Chapter 58 of the North Carolina General Statutes (the "Local Government Risk Pool Act") to establish pools providing for life or accident and health insurance for their employees on a cooperative or contract basis with one another;

WHEREAS, the North Carolina Health Insurance Pool (NCHIP) is a pool providing for accident and health insurance for employees of North Carolina local governments in accordance with the Local Government Risk Pool Act; and

WHEREAS, this local government wishes to become a member of the NCHIP.

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

SECTION 1 As of July 1, 2024, this local government will become a Member of the North Carolina Health Insurance Pool (NCHIP), an intergovernmental cooperative to pool health insurance risks with other North Carolina local governments. The terms and conditions of membership in NCHIP will be such terms and conditions as are imposed by the board of trustees of NCHIP and pursuant the terms of applicable contracts and by-laws of NCHIP, as such may be amended from time to time.

SECTION 2 In accordance with N.C.G.S. § 58-23-5(e), the Town Manager of this local government, or such other officer, as shall be authorized, is directed to give notice (or cause notice to be given) to the North Carolina Commissioner of Insurance no later than June 1, 2024, in a form prescribed by the Commissioner that this local government intends to participate in NCHIP as of July 1, 2024.

SECTION 3 The Town Manager of this local government, or such other officer, as shall be authorized, is directed to execute any documents necessary to complete the membership of the local government in NCHIP.

SECTION 4 This Resolution shall be in full force and effect upon its passage, approval and publication in pamphlet form, if required by law.

2. **Special Event: Farmers/Craft Artisan Fair – The owners of Twisted Willow are requesting to hold events in the 100 Block of South Third Street on the following Saturdays: June 8th, June 22nd, September 14th and September 22nd from 9:30 am until 2:00 pm. This request includes the closure of the 100 Block of South Third Street, amplified sound, and the sale of food/goods.**

Planning Director Stephen Wensman explained that the applicant was present if the Council had specific questions.

Terri Bilott, owner of the Twisted Willow and organizer of the event, explained the event to the Council. She stated it would be similar to the Farmer's Markets held last year.

Councilman Barbour questioned why this was not a Downtown Smithfield Development Corporation event. Mrs. Bilott explained this event was something that she and the owners of Oak City Collections started to encourage more people to come downtown on Saturday. Last year, it was a success and they wanted to continue with the Saturday markets.

Councilman Barbour made a motion, seconded by Councilman Stevens, to approve the farmers Marker/Craft Artisan Fair during the proposed dates and times. Unanimously approved.

3. FY 2024-2025 Continued Budget Discussion

Mayor Moore stated this item was on the agenda in the event the Council wished to recess this meeting to discuss the budget at a later date.

Closed Session Pursuant to NCGS 143-318.11 (a) (5) & (6)

Councilman Barbour made a motion, seconded by Councilman Stevens, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at 9:02 pm.

Reconvene In Open Session

Councilman Barbour made a motion, seconded by Councilman Dunn, to reconvene in Open Session. Unanimously approved at 11:25 pm.

ADJOURN

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to adjourn the meeting. The meeting adjourned at approximately 11:26 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, April 2, 2024 at 7:00 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
Travis Scott, District 3
Dr. David Barbour, District 4
John Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Sloan Stevens, District 2

Administrative Staff Present

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

Also Present

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

Eric McDowell, IT Director
Greg Siler, Finance Director

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

Councilman Scott made a motion, seconded by Mayor Pro-Tem Wood, to approve the agenda with the following amendments. Unanimously approved.

Add to the Consent Agenda:

11. Consideration and request for approval to award a bid in the amount of \$50,194.63 to Performance Automotive for the purchase of a 2023 RAM 2500 Truck for the Water Plant.

Remove from the Consent Agenda and add to the Presentations:

6. Consideration and request for approval to name the new walking trail (adjacent to the Eva Ennis Splash Park) the Jackie Bryant Walking Trail (Became Presentation 3)

Add to the Business Items:

8. Special Event: Grand Opening – Smile Solutions is requesting to hold on event at 927 North Brightleaf Blvd. on Thursday, April 4, 2024 from 4:30 pm until 7:30 pm. This request includes amplified sound. Food and beer will also be served.

Remove from the Closed Session: Section (a) (5)

PRESENTATIONS:

1. **Proclamation: Declaring April 18, 2024 as Electric Lineman Day in the Town of Smithfield**
Mayor Moore presented the following proclamation to Electric Superintendent Rodney Johnson

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.

2. Proclamation: Declaring April 28, 2024 as KS Bank Day in the Town of Smithfield
Mayor Moore read the following proclamation into the record.

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 Banks'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.

3. Consideration and request for approval to name the new walking trail (adjacent to the Eva Ennis Splash Park) the Jackie Ray Bryant Walking Trail

Parks and Recreation Director Gary Johnson addressed the Council on a request to name the new walking trail in honor/memory of Jackie Ray Bryant. He explained that Mr. Bryant had been a longtime member of the Parks and Recreation family. He worked for the department and served for many years on the Recreation Advisory Commission. He was very instrumental in parks and recreation programs in the East Smithfield community. Councilman Lee and other members of the East Smithfield community requested that the new walking trail be named in honor of Jackie Ray Bryant and the Recreation Advisory Commission conquered with the request.

Mayor Pro-Tem Wood made a motion, seconded by Councilman Lee, to approve the naming of the new walking trail "The Jackie Ray Bryant Walking Trail". Unanimously approved.

Mayor Moore thanked the members of the Bryant family for being in attendance.

Councilman Lee expressed gratitude to the family of Mr. Bryant, acknowledging his significant impact on the community. Councilman Lee highlighted Mr. Bryant's dedication to community service, including his involvement in the Johnson Center alumni Food Bank and efforts to support youth through initiatives like the motto "every child a chance." He expressed a desire to continue Mr. Bryant's legacy, mentioning plans for a ribbon-cutting ceremony to celebrate the naming of a walkway in his honor.

Mayor Pro-Tem Wood stated Mr. Bryant always strived for excellence, not just for himself but for everyone around him. It's heartwarming to see so many gathered here today to honor his life. He hoped to further celebrate his impact through meaningful events like a ribbon-cutting ceremony. Thank you all for being here.

PUBLIC HEARINGS: None

CITIZEN'S COMMENTS:

- Stephanie Avery addressed the Council on a request to have a portion of Dogwood Street to be changed to Oak Street. She explained a portion Dogwood Street had once been named Oak Street. The renaming of Dogwood Street has caused property deed issues for a member of her family.
- Emma Gemmel expressed her concerns about the agenda item dealing with proactive zoning. She stated if the Council moved forward with proactive zoning, they were not protecting the rights of property owners.
- John Bilott expressed his concerns about a recent Facebook post concerning a downtown business's creative way of advertising on a recent Sunday. He stated the Planning Director commented on the post about that type of advertising not being permitted in the Town. Mr. Bilott asked the Council to consider amending the ordinances that deal with advertising and signage.
- Jud Patterson reiterated Mr. Bilott's comments. He questioned if the advertising and sign ordinances could be updated and modernized to assist the growth of downtown businesses.
- Pam Lampe expressed her opposition to proactive zoning. She explained she was not in favor of it because she felt it was more Town initiated instead of property owner initiated. In her opinion proactive zoning diminished the private property ownership rights and gave more power to Town officials.

CONSENT AGENDA:

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

1. Minutes
 - a. February 20, 2024 – Regular Meeting
 - b. February 20, 2024 – Closed Session
 - c. March 5, 2024 – Regular Meeting
 - d. March 5, 2024 – Closed Session
 - e. March 11, 2024 – Special Session
 - f. March 11, 2024 – Closed Session

2. Special Event: Bike Night – Approval was granted to allow the Bulldog's Harley - Davidson to hold and event at 1043 Outlet Center Drive on Thursday, April 11, 2024 from 5:00pm until 8:00 pm. Also approved was amplified sound, a food truck, merchandise for sale and free beer.

3. Special Event: 2nd Anniversary – Approval was granted to allow the Bulldog's Harley - Davidson to hold and event at 1043 Outlet Center Drive on Saturday, April 13, 2024 from 12:00pm until 5:00 pm. Also approved was amplified sound, a food truck, merchandise for sale and free beer.

4. Special Event: Juneteenth Celebration – Approval was granted to allow the Downtown Smithfield Development Corporation to hold an event at the Neuse River Amphitheater on Saturday, June 15, 2024 from 12:00 pm until 6:00 pm. Also approved was the closure of South Front Steet, amplified sound and food sales.

5. Special Event: Evening Markets - Approval was granted to allow the Downtown Smithfield Development Corporation to hold events in the 100 block of South Third Street on the following Fridays: July 13th, July 27th, August 10th and August 24th from 5:00pm until 9:00 pm. Also approved the closure of South Third Street, amplified sound, food/good sales, beer sales and a dessert food truck.

6. Approval was granted to adopt Resolution No. 744 (05-2024) directing the Town Clerk to investigate the sufficiency the of Annexation petition (ANX-24-01) submitted by SST Properties (SAMET) to annex 15.26 acres into the Town of Smithfield

7. Bid was awarded to Corbett Contracting in the amount of \$222,330 for the replacement of aged sanitary sewer infrastructure along Wilson Street. Grant Funds awarded in NC Session Law 2023-134 for this project

8. Board Reappointments: The following reappointments were approved by the Town Council
 - a. Earl Marrett was reappointed to a seventh term on the Recreation Advisory Commission
 - b. Tim Johnson was reappointed to a third term on the Recreation Advisory Commission

9. New Hire Report

<u>Recently Hired</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.

<u>Current Vacancies</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

10. Bid was awarded to Performance Automotive n the amount of \$50,194.63 for the purchase of a 2023 RAM 2500 Truck for the Water Plant.

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 addressed the Council on request to enter into an agreement with Johnston County Public Schools for school resource officers in Smithfield Schools. He explained staff was approached by the Board of Education to ascertain if the Town was interested in providing School Resource Officers (SRO) for the Town's area schools. Staff developed a plan and the school board provided an agreement for the Town to consider. Chief Hedrick fully supported the SRO program.

Councilman Barbour questions if all Johnston County School would have an SRO. Chief Hedrick responded that with these five officers, all Johnston County Schools would have an SRO.

Councilman Lee questioned if West Smithfield Elementary School would have a Smithfield Police Officer since most of the children in the East Smithfield Community attended West Smithfield Elementary.

Councilman Barbour asked that West Smithfield Elementary School be included in the agreement.

Councilman Dunn stated that with this agreement, the Town would have to hire the officers and current officers would not be used as SROs. Chief Hedrick responded in the affirmative. He further stated that the number of SROs would be contingent one hiring new officers. If they could not hire all of the SROs needed, the Sheriff's Department would provide staff for the schools.

Mayor Moore stated that within the agreement the County would be funding not only the salaries and benefits, but a majority of the vehicles and equipment needed. Chief Hedrick responded that the County would be funding 82% of the program annually.

Mayor Pro-Tem Wood questioned the effect on the current year budget, if the SROs were hired prior to the new fiscal year. Town Manager Michael Scott responded if the contract was approved, he would like for the Council to allow staff to hire the six new officers before the first of July. The Town would have to pay for those officers for a few months outside of the budget. However, if this program was to be in place in August at the beginning of the new school year, then staff needed to move as quickly as possible.

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve the agreement between the Town of Smithfield and Johnston County Schools for School Resource Officers. Unanimously approved.

2. 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 May 7, 2024 Town Council Meeting.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood, to table the Buffalo Road Rezoning Request (CZ-23-01) until the May 7, 2024 Town Council meeting. Unanimously approved.

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

Planning Director Stephen Wensman explained the Town Council requested a review of the comprehensive land use plan designation for the area around the West Smithfield Elementary School. Mr. Wensman explained The Comprehensive Plan had envisioned a walkable satellite development area centered on the West Smithfield Elementary School and was guided for Office/Institutional. 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 was 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 County has no plans to upgrade the force main or the pump station in that area. According to the Public Utilities Director, it could cost millions to upgrade the force main and the

pump station. In terms of rezoning, the Comprehensive Plan would be hard to follow without sewer. For that reason, staff recommended allowing it remain residential and developed as such.

No action was taken following discussion by the Council.

- 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 stated this item was tabled from the March 19, 2024 meeting. There was some discussion about requiring a fence and a landscape buffer adjacent to the West Smithfield Elementary School and staff was recommending five-foot sidewalk along the NCDOT road frontage. The major issue was the proposed use was inconsistent with the Comprehensive Plan. The Council could approve the request with an amendment to the Comprehensive Plan.

Councilman Barbour made a motion, seconded by Councilman Dunn, to deny S-24-01 based on the finding of fact that it is inconsistent with the adopted Comprehensive Growth Management Plan. Unanimously approved.

5. Discussion concerning Proactive Rezoning in the Town of Smithfield

Planning Director Stephen Wensman explained this issue came to light because a manufactured home was built on Buffalo Road and many questioned if that was permitted. Mr. Wensman explained it was permitted because the property was zoned R-20A and manufactured homes are allowed in the R-20A zoning district. Mr. Wensman further stated there were many properties zoned R20-A in the Town corporate limits that are guided for medium density residential in the Comprehensive Plan. The question becomes should the Town proactively rezone areas in accordance with the Comprehensive Plan.

Councilman Dunn asked if the Town chose to rezone a particular piece of property, would the property owner have no say in the decision. Mr. Wensman responded the owner would have the opportunity to speak during the public hearing, but since rezoning was a legislative decision, the Council would make the final determination.

Councilman Barbour questioned if the Council had approved a proactive zoning on Barbour Road. Mr. Wensman responded in the affirmative.

Councilman Scott stated that rezoning should be on a case-by-case basis. Mr. Wensman clarified that individuals possessing property within the R20-A zoning district, along with the requisite zoning permit and site plan, hold entitlements within that zoning area to build according to their preferences, and he lacks the authority to refuse the permits.

Councilman Dunn stated he was not in favor of property owners not having any input as to how the land they own can be used. Councilman Barbour responded that property owners do not have total land rights within the Town because of the Town's zoning rules.

Mayor Moore stated the Town was growing and as elected officials they were tasked with determining the future of the Town and its appearance.

No action was taken by the Council following discussion.

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

Town Manager Michael Scott explained staff was proposing the purchase of a property at 107 South Front Street in Smithfield. Positioned opposite the amphitheater, this property was deemed crucial for the town's growth. Emphasizing the importance of smart growth, they envision enhancing the amphitheater's utility by expanding its adjacent property. Negotiations have led to a settled price of \$310,000 for the property, which includes a residential rental unit. Plans involve assisting the current tenant in finding alternative housing

within a reasonable timeframe. The request was to proceed with the purchase and have the Town Attorney finalize the transaction by April 15th.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood to approve the purchase of property located at 107 South Front Street. Unanimously approved.

7. FY 2024-2025 Budget Discussion

Town Manager Michael Scott explained staff would like the Council to decide when it would like to hear to non-profit requests. The Council will hear the non-profit funding requests on April 11,2024 at 6:30 pm.

8. Special Event: Grand Opening – Smile Solutions is requesting to hold on event at 927 North Brightleaf Blvd. on Thursday, April 4, 2024 from 4:30 pm until 7:30 pm. This request includes amplified sound. Food and beer will also be served.

Town Manager Michael Scott explained the request to add this item to the agenda comes from a new business in town, a dentist office, which approached us today. They're seeking approval for an event scheduled in two days, which necessitates its consideration tonight. The event, slated for Thursday evening from 4:30 to 7:30, entails hosting a beach band performance. Given the nature of the area and timing, we anticipate no disruptions.

Councilman Barbour made a motion, seconded by Councilman Scott, to approve the event but no alcohol could be served. Councilman Barbour, Councilman Scott and Councilman Lee voted in favor of the motion. Mayor Pro-Tem Wood, Councilman Dunn and Councilman Rabil voted against the motion. Due to the tie vote, Mayor Moore cast his vote against the motion. Motion failed four to three.

Councilman Dunn made a motion, seconded by Mayor Pro-Tem Wood, to approve the event as submitted. Mayor Pro-Tem Wood, Councilman Dunn and Councilman Rabil voted in favor of the motion. Councilman Barbour, Councilman Scott and Councilman Lee voted against the motion. Due to the tie vote, Mayor Moore cast his vote in favor of the motion. Motion passed four to three.

Councilmembers Comments:

- Councilman Scott expressed concerns about street maintenance, particularly preventive measures like crack sealing to prevent road damage. He highlighted the poor condition of Bay Hill Drive and requested staff to inspect it. Additionally, he raised concerns about speeding and loud vehicles on Durwood Stephenson Parkway, suggesting proactive measures such as signage or speed monitoring. He urged the police chief to address these issues, emphasizing the importance of resident safety.
- Mayor Pro-Tem Wood shared his experience attending the Veterans Day Memorial Service, expressing gratitude for the camaraderie and sacrifice displayed by veterans, particularly those of the Vietnam War era. Reflecting on the hardships faced by veterans, Mayor Pro-Tem Wood emphasized the importance of thanking veterans for their service, especially considering the challenges many faced upon returning home. They also remembered Tony Braswell, a dedicated public servant who recently passed away, and encouraged appreciation for veterans' contributions.
- Councilman Barbour provided updates on two important matters. Firstly, he highlighted the new federal law regarding drone flying, emphasizing the need for drones to be radio ID capable after March 16 to avoid hefty fines. He mentioned that Smithfield has designated Gertrude Johnson Park as a free area for drone flying, allowing residents to fly drones there without radio ID. However, flying drones elsewhere could result in fines. Secondly, Councilman Barbour discussed the upcoming SkillsUSA event, where over 135 high school students from across the state will compete in various contests, including firefighter competitions.
- Mayor Moore expressed appreciation to the Chief of Police and the police department for their assistance with the recent reenactment ceremony at Centenary United Methodist Church. With over 200 attendees, the event was deemed a success, featuring interactive scenes and requiring significant

preparation. Mayor Moore thanked the police department for their professionalism and support, emphasizing that the event wouldn't have been possible without their assistance.

Town Manager's Report:

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

- "Chasin Aldean" concert at Amphitheater April 19th
- The pickle ball court conversion at Community Park is underway and expected to be completed April 15th with a tentative tournament and ribbon cutting scheduled for May 18th.
- The recent annual "burn out" of bacteria in the Town's water lines are complete. Any excess chlorine smell resulting from the initiative should dissipate by the end of the week.
- The fire department is scheduling "Smoke Alarm Saturday" for June 1st. The fire department will be canvassing areas of Town where they have not previously canvassed to offer the installation of smoke detectors and review fire safety with homeowners. The program is no cost to our residents.
- A meeting is scheduled for April 30th from 4:30 to 6:30 pm in the Town Hall Council Chambers to discuss the Spring Branch Watershed and how the flood waters and resiliency might be addressed. Public Input is encouraged at the meeting.

Closed Session: Pursuant to NCGS 143-318.11 (a) (6)

Councilman Dunn made a motion, seconded by Councilman Scott, to go into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 9:11 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Councilman Dunn, to reconvene the meeting in Open Session. Unanimously approved at approximately 9:25 pm

Adjourn/Recess

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Wood to recess the meeting until Thursday, April 11, 2024 at 6:30 pm in the Town Hall Council Chambers. The meeting adjourned at approximately 9:26 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

The Smithfield Town Council reconvened its April 2, 2024 meeting on Thursday, April 11, 2024 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Mayor Pro-Tem Roger Wood
Marlon Lee, District 1 (arrived 6:40 pm)
Sloan Stevens, District 2
Travis Scott, District 3
John Dunn, At-Large
Stephen Rabil, At- Large (left at 8:05 pm)

Councilmen Absent

Dr. David Barbour, District 4

Administrative Staff Present

Michael Scott, Town Manager
Ted Credle, Public Utilities Director
Jeremey Daughtry, Fire Chief
Shannan Parrish, Town Clerk
Greg Siler, Finance Director

Reconvene: April 2, 2024 Meeting

Mayor Moore reconvened the meeting at 6:30 pm. Mayor Moore stated the Council would not make any decisions on the request being made during this meeting. He expressed his appreciation to everyone in attendance.

1. Non-Departmental / Nonprofit Requests

a. Downtown Smithfield Development Corporation (DSDC)

The DSDC was requesting \$29,655 in funding and an additional \$40,000 earmarked for projects. This is status quo from the previous year.

DSDC President John Bilott introduced Interim Director Nancy Bartholomew. Mr. Bilott explained the DSDC would be using its funding for operational expenses, events, downtown lighting and grants. He further explained that the DSDC was unaware of the \$40,000 for special Council approved projects, but the DSDC would like to use some of the current year funds for two billboards on I-95.

b. Harbor, Inc.

Harbor, Inc. requested \$2,500 which was status quo from the previous year. Executive Director Kay Johnson explained the requested funds would be used to offset matching funds required for state grants

c. Community and Senior Services of Johnston County

Community and Senior Services of Johnston County requested \$3,500 which was status quo from last year. A representative from this agency was unable to attend the meeting.

d. Ava Gardner Museum

The Ava Gardner Museum requested \$27,000 which was status quo from the previous year. Joe Creech Vice Chairperson of the Ava Gardner Museum introduced Museum Manager Angelica Henry. Mr. Creech explained the funds would be used to offset costs for the leadership team.

e. Triangle East Economic Development Foundation

Triangle East Chamber of Commerce requested \$1,000 which was status quo from last year. Executive Director Maureen McGinnis explained the funds would be used for the JOCO Works Program.

f. Public Library of Johnston County and Smithfield

The Library of Johnston County and Smithfield was requesting \$285,000 Funding which was status quo from last year. Library Executive Director Johnnie Pippin provided an overview of the library's operations, its services, its affiliate libraries, and the number of citizens it served.

g. Smithfield Firefighter's Association

The Smithfield Firefighter's Association was seeking \$3,600 which as status quo from last year. Councilman Dunn explained the funds would be used to support Firefighters and allow them to give back to the community.

h. Partnership For Children

The Partnership for Children was seeking \$3,000. The agency was awarded \$1,000 in the current budget. Representatives from Partnership for Children explained the funds would be used for the Read to Grow and Safe Kids Johnston County Programs.

i. Recovery Alive

Recovery Alice was seeking \$5,000. The agency was awarded \$1,000 in the current budget. A representative from Recovery Alive was unable to attend the meeting.

j. Johnston County Disable American Veterans

This was a new request for \$45,000. Commander Adrain Davis explained the funds would be used to rehabilitate its current office space on 1500 Buffalo Road which is owned by the Town. He further explained the building needs a new roof, new winds, mold abatement, installation of insulation and repairs to the main entrance of the facility.

2. Consideration and request for approval of a budget amendment for the purchase of property at 107 South Front Street.

Councilman Stevens made a motion, seconded by Mayor Pro-Tem Wood, to approve a budget amendment for the purchase of property located at 107 South Front Street. Unanimously approved.

ARPA FUND

1. Expenditures

20-76-0000-5970-9100 ARPA - Transfer to	\$	\$	\$ 1,010,336
Other Capital Projects	1,325,336	(315,000)	
20-10-4100-5700-7401 - Real Estate			
Purchase/107 S. Front Street		<u>315,000</u>	<u>315,000</u>
	<u>\$</u>		
	<u>1,325,336</u>	<u>\$ -</u>	<u>\$ 1,325,336</u>

To fund and assign ARPA funds to purchase Real Estate (107 S. Front Street, Smithfield, N.C.)

Councilman Scott made a motion, seconded by Councilman Stevens to reconsider a decision on the requested Downtown billboard on I-95 until the April 16, 2024 meeting. Unanimously approved.

Adjourn

Mayor Pro-Tem Wood made a motion, seconded by Councilman Stevens, to adjourn the meeting. The meeting adjourned at approximately 8:40 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: 05/07/2024

Subject: Bulldog Harley-Davidson
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 Bulldog Bike Night at their location 1043 Outlet Center Drive on May 9, 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. Event Map
4. Certificate of Insurance



Staff Report

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

Bulldog Harley-Davidson is requesting to hold Bulldog Bike Night at their location, 1043 Outlet Center Drive on May 9, 2024. The event will operate 5:00 pm to 8:00 pm. They will have a food truck, a live band and free beer (limit 2). The amplified sound will be used from 5:00 pm to 8:00 pm. This event will allow local riders to meet up, shop and enjoy food and live entertainment.



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>Bulldog Bike Night</u> Name of Event	<u>1043 Outlet Center Drive</u> Location of Event/Use (exact street address)
--	---

APPLICANT:

Name Taylor Viare
 Address 6626 Vaughn Rd. Fayetteville NC 28304
 Phone number 910-733-9660
 Email address taylor.f@bulldogharleydavidson.com
 Event date Thurs. May 9th
 Event start time 5:00pm
 Event set up time 4:00pm
 Sound Amplification Type Band
 Sound Amplification Time 5:00pm

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 or N
 Event end time 8:00pm
 Event cleanup time 8:00-8:30
 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 @ Bulldog - local riders meet up + shop, enjoy free beer (limit 2), and get some food to eat while local bands play!

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
Applicant's Name (Print)

Taylor Viane
Signature

4/2/24
Date

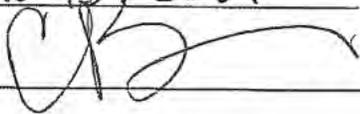
Planning Director Signature: Stephen Wain

Date: 4/12/24

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 Zip 28304
Phone number 910-734-8509 Email carson@bulldogharleydavidson.com
Signature:  Date: 4/2/24

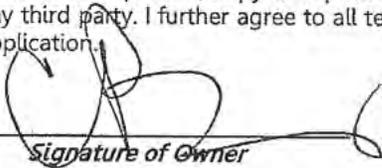
OWNER'S CONSENT FORM

Name of Event: Bulldog Bike Night Submittal Date: 4/2/24

OWNERS AUTHORIZATION

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

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 Carson Baker 4/2/24
Signature of Owner Print Name Date

Bulldog Bike Night - 5/9/24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2024

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Next Insurance US Company 16285 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED TART ENTERPRISE INC 315 N Spence Ave Goldsboro, NC 27534		

COVERAGES **CERTIFICATE NUMBER:** 230293099 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXT9JRHX3K-00-GL	10/04/2023	10/04/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is Bulldog Harley-Davidson. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Bulldog Harley-Davidson 1043 Outlet Center Dr Smithfield, NC 27577	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/07/2024

Subject: Bulldog Harley-Davidson
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 a Test Ride Days event at their location 1043 Outlet Center Drive on May 11, 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. Event Map
4. Food Truck Information



Staff Report

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

Bulldog Harley-Davidson is requesting to hold a Test Ride Days event at their location, 1043 Outlet Center Drive, on May 11, 2024. The event will operate 12:00 pm to 5:00 pm. They will have amplified sound from 11:00 am until 5:00 pm. They will also have one food truck: The Latin Effect. No alcohol will be served. The purpose of this event is to encourage the public to test drive motorcycles and win/earn prizes.



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>Test Ride Days</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 5/11/24

Event start time 12:00 PM Noon

Event set up time 9 AM

Sound Amplification Type Band or speakers

Sound Amplification Time 11 AM

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 or No

Event end time 5 PM

Event cleanup time 4:30 - 5:30 PM

Will food or goods be sold? 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).

The Latin Effect

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:

An event to promote bike sales - test ride bikes to win/earn prizes.
We'll have a food truck + music + sales to bring in customers +
sell some bikes!

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 4/2/24
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wen Date: 4/12/24

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 Zip 28304
Phone number 910-734-8509 Email carson@bulldogharleydavidson.com
Signature: [Handwritten Signature] Date: 4/2/24

OWNER'S CONSENT FORM

Name of Event: Test Ride Days Submittal Date: 4/2/24

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.

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[Handwritten Signature] Carson Baker 4/2/24
Signature of Owner Print Name Date

Test Ride Days - May 11th



Name of Establishment: THE LATIN EFFECT/ JOES COMMISSARY Permittee: THE LATIN EFFECT LLC

Location Address: 2104 ANGIER AVE

City: DURHAM State: NC Zip: 27703 Manager/Person in Charge: ALBERTO AND

Billing Name: THE LATIN EFFECT LLC County: Durham

Billing Address: 1013 FRISCO CT

City: DURHAM State: NC Zip: 27703 Status Code: 1

Email Address: THELATINEFFECT@GMAIL.COM Establishment ID: 4032031529

Phone: (919) 627-0142 Fax: _____ Map #: _____ Parcel ID: _____

Emergency Phone Number: (984) 245-9167 Lat: _____ Long: _____

Permission is granted to operate a 3 - Mobile Food as defined in G.S. 130A-247(I) 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: JOES COMMISSARY
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Establishment assigned to: 2828-Wooten, Chelsea

PERMITS ARE NONTRANSFERABLE.
PERMIT STATUS OF SHARED-USE KITCHEN CAN RESULT IN SIMILAR PERMIT ACTIONS TO ASSOCIATED PERMIT HOLDERS
PERMIT ISSUANCE IS BASED UPON MENU SUBMITTED AND APPROVED WRITTEN PROCEDURES
MOBILE UNIT MUST RETURN TO THE SHARED-USE KITCHEN AFTER EACH DAY OF OPERATION FOR CLEANING, RESTOCKING, SERVICING, AND PREP OPERATOR MUST DOCUMENT DATES AND TIMES OF SHARED-USE KITCHEN USE.
FAILURE TO USE THE SHARED-USE KITCHEN AS APPROVED WILL RESULT IN SUSPENSION OR REVOCATION OF THE PERMIT.
NO OFF-SITE FOOD PREPARATION, FOOD STORAGE OR EQUIPMENT STORAGE IS PERMITTED.
OPERATOR MUST SUBMIT OPERATIONAL SCHEDULES TO DURHAM COUNTY ENVIRONMENTAL HEALTH WITH DATES, TIMES AND LOCATIONS OF FOOD SALES. SUBMIT TO HEALTHINSPECTOR@DCONC.GOV
FAILURE TO SUBMIT ACCURATE OPERATIONAL SCHEDULES WILL RESULT IN SUSPENSION OR REVOCATION OF THE PERMIT
NEED TO OPERATE FREQUENTLY WITHIN DURHAM COUNTY FOR ROUTINE INSPECTIONS (2-3 TIMES PER MONTH)
MUST KEEP MOBILE UNIT IN OPERATIONAL ORDER AT ALL TIMES WITH POWER, WATER AND REFRIGERATION.
FAILURE TO KEEP UNIT IN OPERATIONAL ORDER WILL RESULT IN SUSPENSION OF THE PERMIT.
LICENSE PLATE# JT-1277
WHEN THE UNIT IS TRANSPORTING OR STATIONARY FOR THE PURPOSE OF SERVICE AND THERE IS NO ALTERNATE POWER SOURCE, OPERATOR MUST USE A GENERATOR OR POWER INVERTER TO MAINTAIN REQUIRED TEMPERATURES OF POTENTIALLY HAZARDOUS FOODS.

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: *Alberto* Title: OWNER Date: 07/20/2020
Manager/Person in Charge



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 05/07/2024

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

Issue Statement

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets May 10-26, 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. Certificate of Insurance
4. Event Area Map



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets May 10-26, 2024. This event will be held at 1025 Outlet Center Drive. Over 100 people are expected to attend. Food will be sold. Smithfield Police will be contacted by the applicant to provide security.



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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

Family Days Super Carnival	1025 Outlet Center Drive, Smithfield, NC
Name of Event	Location of the Event (exact street address)

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

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

Event date May 10 - 26, 2024 Will alcohol be sold or served? No

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

Event set up time 7am Event cleanup time 7 am May 27- 28

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

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

Security agency name & phone, if applicable: Smithfield Police

(If using Smithfield Police, applicant must contact the PD to schedule security.)

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

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

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

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

Payment received by: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Taylor Thiessen - Agent Taylor Thiessen 4/29/24
Applicant's Name (print) Signature Date

Planning Director signature: [Signature] Date: 4/29/24

OWNERS AUTHORIZATION

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

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

Property owners name (print) Julie Gasper
Address 1025 Outlet Center Dr., Ste 905, Smithfield, NC *Zip* 27577
Phone number 919-989-8453 *Email* jgasper@simon.com
Signature: Julie Gasper *Date:* 4/29/24

OWNER'S CONSENT FORM

Name of Event: Inners Shows

Submittal Date: 4/29/24

OWNERS AUTHORIZATION

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

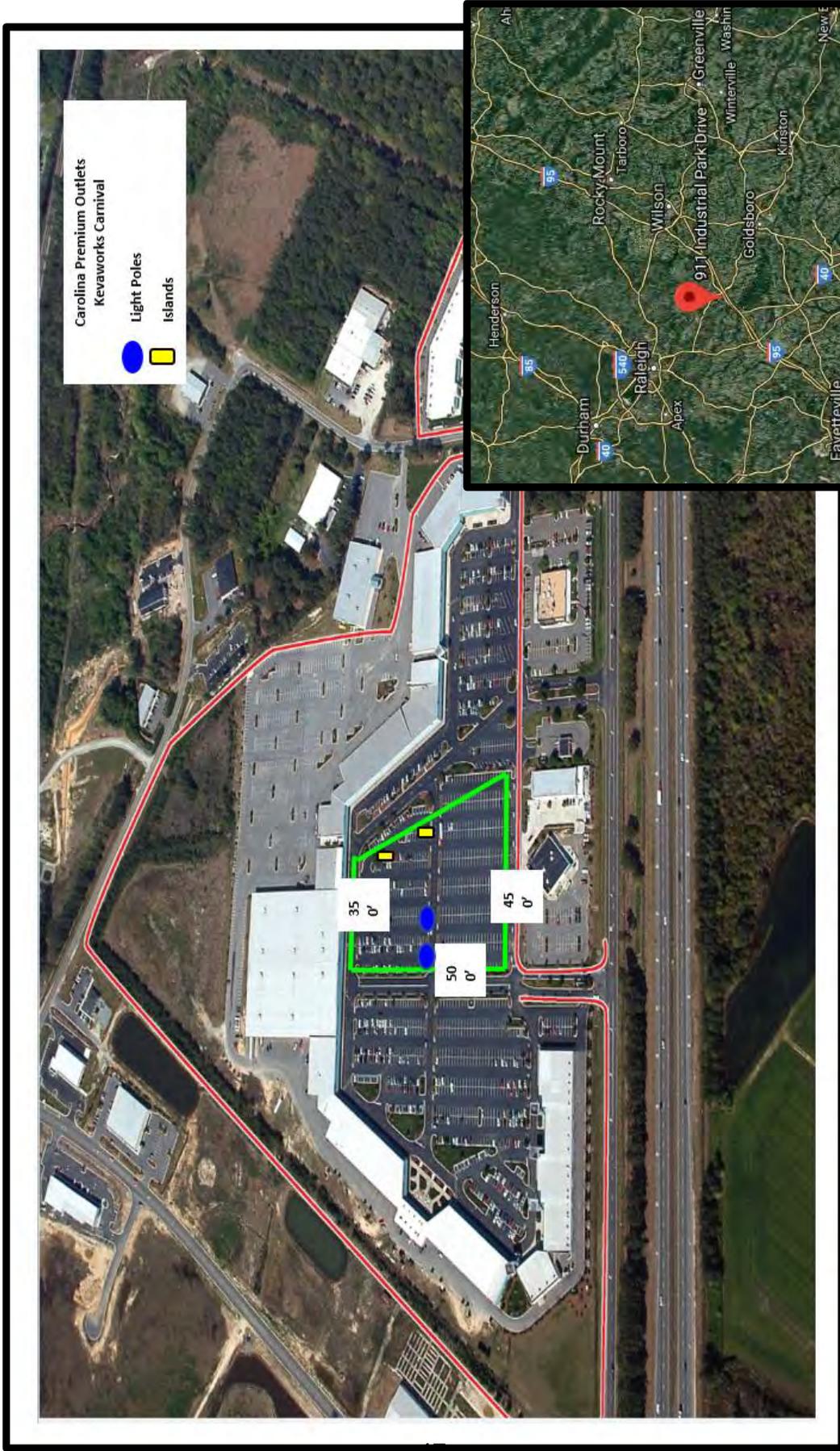
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Julie Gasper
Signature of Owner

Julie Gasper
Print Name

4/29/24
Date

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





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/07/2024

Subject: Johnston County Building Industry Association
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Johnston County Building Industry Association to hold a BBO's outside in their company parking lot at 301 Bridge Street on May 14, 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



Staff Report

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

Johnston County Building Industry Association is requesting to hold a BBQ's outside in their company parking lot on May 14, 2024. This events would be held from 5:30 pm to 8:00 pm and amplified sound will be used during those same times. Food and alcohol will be served. The Smithfield Police Department has contacted ALE and ABC permits are not required by the applicant.



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 outside event
 - 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>May General Membership Meeting</u> Name of Event	<u>301 Bridge St. Smithfield, Nc. 27577</u> Location of Event/Use (exact street address)
--	---

APPLICANT:

Name Carole Stephens
 Address 301 Bridge St. Smithfield, Nc 27577
 Phone number 919-410-1727 (c)
 Email address Cardee@buildingjohnstoncounty.org
 Event date May 14, 2024
 Event start time 5:30 pm
 Event set up time 4:00 pm
 Sound Amplification Type outside event
 Sound Amplification Time 5:30 pm 8:00 pm

PROPERTY OWNER:

Name Johnston County Building Industry Association
 Address 301 Bridge St. Smithfield, Nc. 27577
 Phone number (919)-938-4927 (w)
 Email address " "
 Will alcohol be sold or served? (Y) or N
 Event end time 8:00 pm
 Event cleanup time 8:00 pm 9:00 pm
 Will food or goods be sold? Y or (N)

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

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

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

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

Quarterly Membership meeting - going to be utilizing the outside parking lot for an Americana Themed BBQ. May have some music playing and cornhole boards.

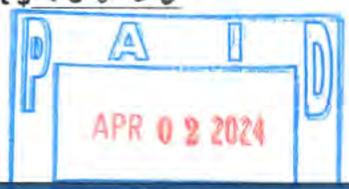
Temporary Use Submittal Checklist:

- 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 \$ 100.00

Payment Received By: JC

Date: 4-2-24



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.

Carole Stephens Carole R Stephens 4/1/24
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wren Date: 4/12/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Carole Stephens (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) James Stephens c/o Johnston County Building Industry Association
Address 301 Bridge Street Zip 27577
Phone number 919 937-8543 Email jimmy@stephensbp.com

Signature: James E. Stephens Date: 04-02-2024
(Current BOD President)

OWNER'S CONSENT FORM

Name of Event: May General Membership Meeting Submittal Date: _____

OWNERS AUTHORIZATION

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

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James E. Stephens
Signature of Owner
(Current BOD President)

JAMES E. STEPHENS
Print Name

04-02-2024
Date



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/07/2024

Subject: Bulldog Harley-Davidson
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 Red Cross Blood Drive at their location 1043 Outlet Center Drive on May 21, 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. Event Map
4. Food Truck Information



Staff Report

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

Bulldog Harley-Davidson is requesting to hold Red Cross Blood Drive at their location, 1043 Outlet Center Drive on May 21, 2024. The event will operate 10:00 am to 5:00 pm. They will have a food truck and amplified sound. This event will allow the public to donate blood and enjoy Mr. Outrageous food truck.



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>Red Cross Blood Drive</u> Name of Event	<u>1043 Outlet Center Drive Smithfield</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 5/21/24

Event start time 10 AM

Event set up time 9:30 AM

Sound Amplification Type None

Sound Amplification Time None

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 or N

Event end time 5 PM

Event cleanup time 5-6 PM

Will food or goods be sold? 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).

Mr. Outrageous

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:

The Red Cross will be @ Bulldog for a life saving blood drive!
We're bringing out Mr. Outrageous Food Truck to feed customers
& donors.

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 4/3/24
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wern Date: 4/12/24

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. Taylettsville Zip 28304
Phone number 910-734-8509 Email carson@bulldogharleydavidson.com
Signature:  Date: 4/3/24

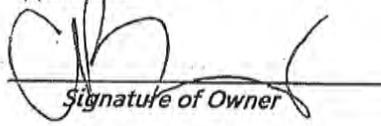
OWNER'S CONSENT FORM

Name of Event: Red Cross Blood Drive Submittal Date: 4/3/24

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.

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 Carson Baker 4/3/24
Signature of Owner Print Name Date

Red Cross Blood Drive - May 21st



N.C. Department of Health and Human Services
 Division of Public Health
 Environmental Health Section

PERMIT TRANSITIONAL PERMIT

Date: 02/07/2023

Name of Establishment: Mr. Outrageous
 Location Address: 101 Starbright Lane
 City: Clayton State: NC Zip: 27520
 Billing Name: Marquis Reese
 Billing Address: _____
 City: _____ State: _____ Zip: _____
 Email Address: reese-marquis@yahoo.com
 Phone: (919) 879-9740 Fax: _____

Permittee: Marquis Reese
 Manager/Person in Charge: _____
 County: JOHNSTON
 Status Code: I T K
 Establishment ID: 04051031748
 Map #: _____ Parcel ID: _____
 Lat. _____ Long. _____
 Emergency Phone Number: (919) 879-9740

Permission is granted to operate a Mobile Food Units as defined in G.S. 130A-247(1) 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 System: Municipal/Community On-Site System Capacity 0 Category # 0 1 2
 Water Supply: Municipal/Community On-Site Supply 3 4
 Pushcart/Mobile Food Unit operating in conjunction with: Waffle Station / 04051011580
 Restaurant or Commissary Name and ID Number

Conditions/Remarks:

Unit must report to the commissary each day of operation for fresh water fill up, to empty waste water, to prepare food, store food, restock supplies, trash disposal and for utensil washing. No food prep or servicing of MFU can occur at any other location. Bulk processing of fruits, vegetables and raw meats must NOT be processed on MFU. Limited prep (washing/cutting/etc.) is allowed in emergency situations. MFU must stay plugged in to power, or with generator running so that all coolers maintain proper temp at all times when in use or when foods are being stored on mobile food unit! Only hot holding/cold holding/cooking and assembly can occur on mobile food unit. All food handling must occur within the enclosed portion of the unit. At all times MFU is operating it must maintain the following: 1) Keep hot foods 135 degrees or above. 2) Keep cold foods 41 degrees or lower 3) Wash hands frequently. 4) No bare hand contact with ready to eat foods (use gloves/tongs/deli paper, etc.). 5) Must have hot water 110 degrees or above and cold running water at all times. 6) Sanitizer. 7) Test strips. 8) Accurate metal stem thermometers for checking food temps. 9) No waste water leaks. 10) Coolers/freezers working and holding proper temperature. 11) Electricity. Numbers 1-11 must be done at all times unit is in operation and all state rules must also be followed. If other foods want to be added or new equipment used, contact this department prior to starting. Only limited cooling of foods is permitted on mobile food unit! Bulk cooling must happen at the commissary where adequate cooling space exists! Call this department for notification of locations where you will operate. You must operate some in Johnston County so that an inspection can be conducted! If inspections are not conducted, permit suspension/revocation may occur. If going to other counties to operate, call that county for permission PRIOR to going. The county you want to work in must give permission PRIOR to going. Within 210 days, there must be a person on duty at all times that is a Certified Food Protection Manager. Keep permit on the unit at all times for review. Contact this office on a MONTHLY basis to notify of locations of operation. Vin#53NBE1620N1095495 Tag#DA-33914

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. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: Marquis Reese Title: OWNER Date: 02/07/23
 Signed: John Reese Manager/Person In Charge RS#: 1848 Date: 02/07/23
REMS
 Division of Environmental Health 919-921-0109

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:** 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00) EHS 1341 (Revised 07/12) Environmental Health Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2023 TLM

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

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

PRODUCER
STRICKLAND INSURANCE BROKERS INC
1200 PARKWAY DRIVE
GOLDSBORO, NC 27534

CONTACT NAME: INSURANCE DOCTOR AGENCY OF NORTH CAROLINA INC
PHONE:
(A/C. No. Ext): 919-872-8828
E-MAIL ADDRESS:
FAX (A/C. No):

INSURED
MR. OUTRAGEOUS LLC
101 STARBRIGHT LANE
CLAYTON NC 27520

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED STATES LIABILITY INS CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL 1217116	09/20/2023	09/20/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PER POLICY

City Of Raleigh is listed as an additional insured.
BLANKET ADDITIONAL INSURED FORM APPLIES-FORM L 723 (02-09)

CERTIFICATE HOLDER

City Of Raleigh
P O Box 590
Raleigh NC 27602-0590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E. Caughron

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Request for Town Council Action

Consent
Agenda
Item:
Date: 05/07/2024

Application
for
Temporary
Use Permit

Subject: Bulldog Harley-Davidson
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 a Memorial Day Event at their location 1043 Outlet Center Drive on May 25, 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. Event Map
4. Food Truck Information



Staff Report

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

Bulldog Harley-Davidson is requesting to hold a Memorial Day Event at their location, 1043 Outlet Center Drive on May 25, 2024. The event will operate from 11:00 am to 5:00 pm and will have 2 food trucks, a live band and free beer (limit 2). The purpose of the event is to honor fallen service members.



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>Memorial Day Event</u> Name of Event	<u>1043 Outlet Center Dr. Smithfield</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 5/25/24

Event start time 11am

Event set up time 10am

Sound Amplification Type Band/Speakers

Sound Amplification Time 11am

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? or N

Event end time 5pm

Event cleanup time 5-6pm

Will food or goods be sold? 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).

Marty + Friends Hot Dogs

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:

Memorial Day event - food truck, free beer, a couple vendors, and some music! Remembering those we lost

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
Applicant's Name (Print)

Taylor Viane
Signature

4/3/24
Date

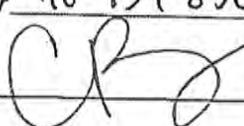
Planning Director Signature: [Signature]

Date: 4/12/24

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 Zip 28304
Phone number 910-734-8509 Email Carson@bulldogharleydavidson.com
Signature:  Date: 4/3/24

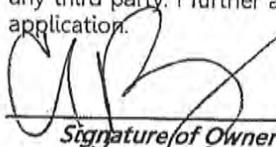
OWNER'S CONSENT FORM

Name of Event: Memorial Day Event Submittal Date: 4/3/24

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
4/3/24 Date

Memorial Day - May 25th



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"/> OUT/N/A	PIC Present, demonstrates knowledge, & performs duties	1	0	
2	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> N/A	Certified Food Protection Manager	1	<input checked="" type="checkbox"/>	
Employee Health .2652					
3	<input checked="" type="checkbox"/> OUT	Management, food & conditional employee; knowledge, responsibilities & reporting	2	1	0
4	<input checked="" type="checkbox"/> OUT	Proper use of reporting, restriction & exclusion	3	1.5	0
5	<input checked="" type="checkbox"/> OUT	Procedures for responding to vomiting & diarrheal events	1	0.5	0
Good Hygienic Practices .2652, .2653					
6	<input checked="" type="checkbox"/> OUT	Proper eating, tasting, drinking or tobacco use	1	0.5	0
7	<input checked="" type="checkbox"/> OUT	No discharge from eyes, nose, and mouth	1	0.5	0
Preventing Contamination by Hands .2652, .2653, .2655, .2656					
8	<input checked="" type="checkbox"/> OUT	Hands clean & properly washed	4	2	0
9	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/N/A/ <input checked="" type="checkbox"/> N/A	No bare hand contact with RTE foods or pre-approved alternate procedure properly followed	4	2	0
10	<input checked="" type="checkbox"/> OUT/N/A	Handwashing sinks supplied & accessible	2	1	0
Approved Source .2653, .2655					
11	<input checked="" type="checkbox"/> OUT	Food obtained from approved source	2	1	0
12	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Food received at proper temperature	2	1	0
13	<input checked="" type="checkbox"/> OUT	Food in good condition, safe & unadulterated	2	1	0
14	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Required records available: shellstock tags, parasite destruction	2	1	0
Protection from Contamination .2653, .2654					
15	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Food separated & protected	3	1.5	0
16	<input checked="" type="checkbox"/> OUT	Food-contact surfaces: cleaned & sanitized	3	1.5	0
17	<input checked="" type="checkbox"/> OUT	Proper disposition of returned, previously served, reconditioned & unsafe food	2	1	0
Potentially Hazardous Food Time/Temperature .2653					
18	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper cooking time & temperatures	3	1.5	0
19	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper reheating procedures for hot holding	3	1.5	0
20	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper cooling time & temperatures	3	1.5	0
21	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper hot holding temperatures	3	1.5	0
22	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper cold holding temperatures	3	1.5	0
23	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Proper date marking & disposition	3	1.5	0
24	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Time as a Public Health Control; procedures & records	3	1.5	0
Consumer Advisory .2653					
25	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Consumer advisory provided for raw/undercooked foods	1	0.5	0
Highly Susceptible Populations .2653					
26	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Pasteurized foods used; prohibited foods not offered	3	1.5	0
Chemical .2653, .2657					
27	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Food additives: approved & properly used	1	0.5	0
28	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Toxic substances properly identified stored & used	2	1	0
Conformance with Approved Procedures .2653, .2654, .2658					
29	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Compliance with variance, specialized process, reduced oxygen packaging criteria or HACCP plan	2	1	0

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"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Pasteurized eggs used where required	1	0.5	0
31	<input checked="" type="checkbox"/> OUT	Water and ice from approved source	2	1	0
32	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Variance obtained for specialized processing methods	2	1	0
Food Temperature Control .2653, .2654					
33	<input checked="" type="checkbox"/> OUT	Proper cooling methods used; adequate equipment for temperature control	1	0.5	0
34	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Plant food properly cooked for hot holding	1	0.5	0
35	<input checked="" type="checkbox"/> IN/ <input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A/ <input checked="" type="checkbox"/> N/A	Approved thawing methods used	1	0.5	0
36	<input checked="" type="checkbox"/> OUT	Thermometers provided & accurate	1	0.5	0
Food Identification .2653					
37	<input checked="" type="checkbox"/> OUT	Food properly labeled: original container	2	1	0
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657					
38	<input checked="" type="checkbox"/> OUT	Insects & rodents not present; no unauthorized animals	2	1	0
39	<input checked="" type="checkbox"/> OUT	Contamination prevented during food preparation, storage & display	2	1	0
40	<input checked="" type="checkbox"/> OUT	Personal cleanliness	1	0.5	0
41	<input checked="" type="checkbox"/> OUT	Wiping cloths: properly used & stored	1	0.5	0
42	<input checked="" type="checkbox"/> OUT/N/A	Washing fruits & vegetables	1	0.5	0
Proper Use of Utensils .2653, .2654					
43	<input checked="" type="checkbox"/> OUT	In-use utensils: properly stored	1	0.5	0
44	<input checked="" type="checkbox"/> OUT	Utensils, equipment & linens: properly stored, dried & handled	1	0.5	0
45	<input checked="" type="checkbox"/> OUT	Single-use & single-service articles: properly stored & used	1	0.5	0
46	<input checked="" type="checkbox"/> OUT	Gloves used properly	1	0.5	0
Utensils and Equipment .2653, .2654, .2663					
47	<input checked="" type="checkbox"/> OUT	Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used	1	0.5	0
48	<input checked="" type="checkbox"/> OUT	Warewashing facilities: installed, maintained & used; test strips	1	0.5	0
49	<input checked="" type="checkbox"/> OUT	Non-food contact surfaces clean	1	0.5	0
Physical Facilities .2654, .2655, .2656					
50	<input checked="" type="checkbox"/> OUT/ <input checked="" type="checkbox"/> N/A	Hot & cold water available; adequate pressure	1	0.5	0
51	<input checked="" type="checkbox"/> OUT	Plumbing installed; proper backflow devices	2	1	0
52	<input checked="" type="checkbox"/> OUT	Sewage & wastewater properly disposed	2	1	0
53	<input checked="" type="checkbox"/> OUT/N/A	Toilet facilities: properly constructed, supplied & cleaned	1	0.5	0
54	<input checked="" type="checkbox"/> OUT	Garbage & refuse properly disposed; facilities maintained	1	0.5	0
55	<input checked="" type="checkbox"/> OUT	Physical facilities installed, maintained & clean	1	0.5	0
56	<input checked="" type="checkbox"/> OUT	Meets ventilation & lighting requirements; designated areas used	1	0.5	0
TOTAL DEDUCTIONS:					0



Comment Addendum to Inspection Report

Establishment Name: J'S WOODFIRE PIZZA AND BBQ

Establishment ID: 6096030131

Date: 03/14/2024 **Time In:** 10:45 AM **Time Out:** 11:45 AM

Observations and Corrective Actions

Violations cited in this report must be corrected within the time frames below, or as stated in sections 8-405.11 of the food code.

- 2-102.12 (A) Certified Food Protection Manager (C) Provide a certified food protection manager on duty(Manager must have a manager's certificate, not a food handler's certificate).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2023

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

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

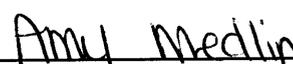
PRODUCER Kornegay Insurance PO Box 779 Mount Olive, NC 28365	CONTACT NAME: Amy Medlin PHONE (A/C, No, Ext): 919-658-6027 E-MAIL ADDRESS: amedlin@kornegayinsurance.com	FAX (A/C, No): 919-658-0926
	INSURER(S) AFFORDING COVERAGE	
INSURED J's Woodfire Pizza & BBQ, LLC Dennis & Debbie Jackson 690 S Jordan's Chapel Rd Mount Olive, NC 28365	INSURER A : Erie Insurance Company	NAIC # 26263
	INSURER B : Erie Insurance Exchange	26271
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q61-0217061	08/12/2022	08/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q08-1231055	08/12/2022	08/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Town of Smithfield 350 E Market St Smithfield, NC 27577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/07/2024

Subject: Father's Day Cookout
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Omar McKnight to have a Father's Day cookout at Smith-Collins Park on Sunday, June 16, 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



Staff Report

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

Omar McKnight is requesting to have a Father's Day cookout on Sunday, June 16, 2024 at Smith-Collins Park. Over 100 people are expected to attend and amplified sound will be used between 2:00pm-8:00 pm. Food will be given away. This cookout is to honor father's and give out scholarships. The applicant has requested trash cans for the 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 _____
- 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>Father's Day Cookout</u> Name of Event	<u>Smith Collins Park</u> Location of Event/Use (exact street address)
--	---

APPLICANT:

Name Omar McKnight

Address 1511 Old Goldsboro Rd

Phone number (919) 395-6912

Email address omarmcknight@yahoo.com

Event date 6/16/2024

PROPERTY OWNER:

Name Town of Smithfield

Address _____

Phone number _____

Email address _____

Will alcohol be sold or served? Y or N
 (If yes, please supply an ABC Permit)

Will food or goods be sold? Y or N

Event start and end time 9am - 9pm

Event set up and clean up time 9am - 8pm

Sound Amplification Type audio

Sound Amplification Start and End Times 2:00 pm until 8:00 pm

Food Trucks (if applicable) N/A (Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

Are event trash cans needed? Y or N How many? 20

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

The event will celebrate and honor father's Day as well as provide scholarships to students.

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 X Amount \$ 100.00

Payment Received By: _____

Date: 4.9.24

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.

Amar McKnight Amar McKnight 4/8/2024
 Applicant's Name (Print) Signature Date

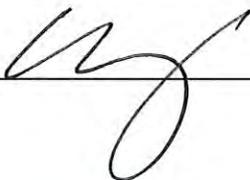
Town Planning Director Signature: Joseph Wen Date: 4/12/24

OWNERS AUTHORIZATION

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

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

Property owners name (print) Town of Smithfield - Parks and Recreation
Address 502 Martin Luther King, Jr. Drive, Smithfield, NC *Zip* 27577
Phone number 919.934.2148 *Email* gary.johnson@smithfield-nc.com

Signature:  *Date:* 4/29/2024

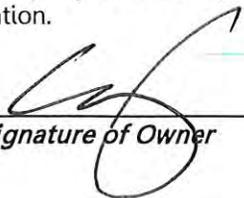
OWNER'S CONSENT FORM

Name of Event: Father's Day Cookout *Submittal Date:* 4/9/2024

OWNERS AUTHORIZATION

I hereby give CONSENT to Omar McKnight (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

Gary Johnson, Parks and Recreation Director 4/29/2024
Print Name *Date*



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 05/07/2024

Subject: Johnston County Building Industry Association
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Johnston County Building Industry Association to hold two BBO's outside in their company parking lot on August 2, 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



Staff Report

**Consent
Agenda
Item:**

**Application
for
Temporary
Use Permit**

Johnston County Building Industry Association is requesting to hold a BBQ's outside in their company parking lot at 301 Bridge Street on August 2, 2024. This event would be held from 5:30 pm to 8:00 pm and amplified sound will be used during that same time. Food and alcohol will be served. The Smithfield Police Department has contacted ALE and ABC permits are not required by the applicant.



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 outside event
 - 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>August General Membership Meeting</u> <small>Name of Event</small>	<u>301 Bridge St. Smithfield, NC 27577</u> <small>Location of Event/Use (exact street address)</small>
--	---

APPLICANT:

Name Carole Stephens

Address 301 Bridge Street Smithfield, NC 27577

Phone number (919) 410-1727 (C)

Email address Carole@buildingjohnstoncounty.org

Event date August 2, 2024

Event start time 5:30 pm

Event set up time 4:00 pm

Sound Amplification Type Live Band/outside event

Sound Amplification Time 6:00pm - 8:00pm.

PROPERTY OWNER:

Name Johnston County Building Industry Association

Address 301 Bridge Street Smithfield, NC 27577

Phone number 919 - 938 - 4927 (W)

Email address Carole@buildingjohnstoncounty.org

Will alcohol be sold or served? Y or N

Event end time 5:30 pm

Event cleanup time 8:00 pm

Will food or goods be sold? Y or N

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

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

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

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

Quarterly Membership Meeting - BBQ Contest with a live band set up in parking lot.



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 \$ 100.00

Payment Received By: JC

Date: 4.2.24

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.

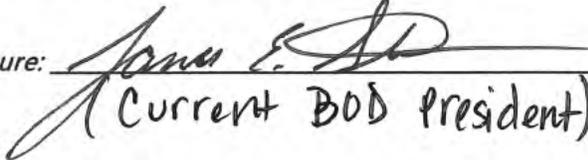
Carole Stephens Carole Stephens 4/1/24
Applicant's Name (Print) Signature Date

Planning Director Signature: Stephen Wan Date: 4/12/24

OWNERS AUTHORIZATION

I hereby give CONSENT to Carole Stephens (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) James Stephens c/o JCBIA
Address 301 Bridge Street Zip 27577
Phone number 919-937-8543 Email jimmy@stephensbp.com
Signature:  Date: 04-02-24
(Current BOD President)

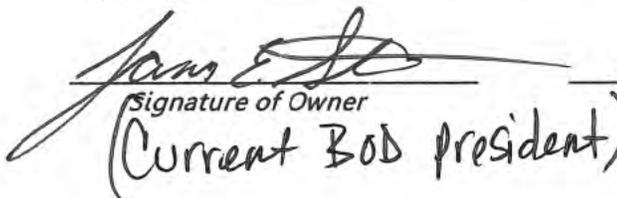
OWNER'S CONSENT FORM

Name of Event: August General Membership Meeting Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to Carole Stephens (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.

 (Current BOD President)
Signature of Owner
JAMES E. STEPHENS Print Name
04-02-24 Date



Request for Town Council Action

Consent
Agenda
Item: Personnel
Promotions
Date: 05/07/2024

Subject: Personnel Promotions
Department: Fire Department
Presented by: Fire Chief – Jeremey Daughtry
Presentation: Consent Agenda Item

Issue Statement

This is a request to promote 2 Firefighter II positions to the ranks of Fire Engineer. **Under the Town’s Employee Handbook, promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum, or to an increase of up to 10% at the Manager’s discretion.** Recommendation is to increase the salaries to the minimum pay grade wage.

Financial Impact

These salary increases will be covered by the Fire Departments current budget and will not require a budget amendment to the current salary line item. In this case, the required salary increase for the 2023/2024 Budget will be \$863.46 or \$431.73 per employee. The proposed promotions will result in increases of \$20.15/hr. to \$22.23/hr. based on an average of 84 hours bi-weekly. These promotions would be effective 05/20/2024.

Action Needed

Approval of the requested promotions.

Recommendation

Upon consultation with HR, staff recommends approval of these promotions

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Approved Career Ladder



Staff Report

Consent
Agenda
Item: Personnel
Promotions

In keeping with stated Town goals of attracting and retaining highly qualified employees, the Town has completed an assessment of prospective employees for the position of Fire Engineer for the Fire Department. The Department has these vacancies in accordance with **approved staffing levels in the current year's budget**. The prospective Fire Engineers are in-house candidates. The candidates are well-qualified for this position and are highly regarded members of Town staff. Council is asked to approve these promotions.



SMITHFIELD FIRE DEPARTMENT

General Orders

Career Ladder Requirements

GO #: 2

Revision:

Effective Date: 07/01/2018

Page 1 of 7

PURPOSE

- The purpose of this procedure is to identify the eligibility requirements for the positions of Firefighter I, Firefighter II, and Fire Engineer, Fire Lieutenant, Fire Captain, Fire Inspector I, and Fire Inspector II, Division Chief – Fire Marshal, Assistant Fire Chief, and Fire Chief.

Positions within the Smithfield Fire Department are established to provide for the advancement of qualified, efficient, effective, skilled, and dedicated personnel. These personnel must, through initiative, loyalty, and commitment, be able to actively contribute to the efficient and harmonious operations of the department. A thorough knowledge of department operations, equipment and the department's jurisdiction must be achieved and maintained.

POLICY

- It shall be the policy of The Town of Smithfield Fire Department to provide career advancement, subject to budget limitations, for the personnel who demonstrate an acceptable level of knowledge, skill, and ability.
- To be considered for promotion/selection to any of the above positions, a candidate must maintain annual upgrades for all certifications and requirements where applicable
- The Fire Chief may waive certain requirements to maintain a balance of job classifications.

ELIGIBILITY REQUIREMENTS

Firefighter I

- High School Diploma or GED
- Must have and maintain a valid NC drivers license
- NC Fire and Rescue Commission Firefighter Certification
- NC Fire and Rescue Commission Hazardous Materials Level 1 Responder Certification
- NC Emergency Medical Technician Certification
- Must successfully complete departmental testing
- National Incident Management IS-700
- National Incident Management IS-800
- NC Class B Diver's License must be obtained within 6 months of hire date



SMITHFIELD FIRE DEPARTMENT

General Orders

Career Ladder Requirements

GO #: 2

Revision:

Effective Date: 07/01/2018

Page 2 of 7

Firefighter II

- Must have served twenty-four (24) months as a Firefighter I with The Town of Smithfield Fire Department
- NC Fire and Rescue Commission Emergency Vehicle Driver Certification
- NC Fire and Rescue Commission Technical Rescuer Certification
- NC Fire and Rescue Commission Technical Rescuer Certification - Vehicle
- Completion of departmental Driving Programs for all apparatus
- Must be at least 21 years of age
- National Incident Management ICS-100
- National Incident Management ICS-200
- Must successfully complete departmental testing
- Received no disciplinary actions within the past 12 months
- Recommendation for promotion from assigned officer

Fire Engineer (This step is subject to position availability)

- Must have served twenty-four (24) months as Firefighter II with the Town of Smithfield Fire Department
- NC Fire and Rescue Commission Driver/Operator - Pumps Certification
- NC Fire and Rescue Commission Driver/Operator – Aerials Certification
- NFA – Preparation for Initial Company Operations Certification
- NFA – Decision Making for Initial Company Operations Certification
- NFA – Strategies and Tactics for Initial Company Operations Certification
- Must successfully pass departmental written and practical testing
- Received no disciplinary action within the past 12 months
- Recommendation for promotion from assigned officer



SMITHFIELD FIRE DEPARTMENT

General Orders

Career Ladder Requirements

GO #: 2

Revision:

Effective Date: 07/01/2018

Page 3 of 7

Fire Lieutenant (This step is subject to position availability)

- Must have served twenty-four (24) months as a Fire Engineer with the Town of Smithfield Fire Department
- NFA – Arson Detection for the First Responder
- NFA – Leadership in Supervision {6-day course OR (3) 2-day courses}
- NC Fire Inspections Level I
- NC Fire and Rescue Commission Fire Instructor I Certification
- NC Fire and Rescue Commission Fire Officer I Certification
- National Incident Management ICS-300
- Must successfully pass departmental written and practical testing
- Received no disciplinary action within the past 12 months
- Recommendation for promotion from assigned officer

Fire Captain (This step is subject to position availability)

- Must have served twenty-four (24) months as a Fire Lieutenant with the Town of Smithfield Fire Department
- NC Fire Inspections Level II
- NC Fire and Rescue Commission Fire Instructor II Certification
- NC Fire and Rescue Commission Fire Officer II Certification
- National Incident Management ICS-300
- Must successfully pass departmental written and practical testing
- Received no disciplinary action within the past 12 months



Request for Town Council Action

Consent
Agenda
Item: Personnel
Date: Promotion
05/07/2024

Subject: Personnel Promotion
Department: Public Works Department
Presented by: Public Works Director – Lawrence Davis
Presentation: Consent Agenda Item

Issue Statement

Staff is proposing the promotion of a candidate from the position of Sanitation Worker to Sanitation Equipment Operator. He has successfully completed the Class B CDL training class and received his license.

Financial Impact

This salary increase will be covered by the Public Works Department's current budget and will not require a budget amendment to the current salary line item. In this case, the required salary increase for the 2023/2024 Budget will be \$217.45 The proposed promotion will result in increases of \$16.11/hr. to \$17.21/hr. This promotion would be effective 05/20/2024.

Action Needed

Approval of the requested promotion.

Recommendation

Upon consultation with HR, staff recommends approval of this promotion.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Certificate of Achievement



Staff Report

Consent
Agenda
Item: Personnel
Promotion

In keeping with stated Town goals of attracting and retaining highly qualified employees, staff is requesting approval to promote a Sanitation Worker to the position of Sanitation Equipment Operator. The employee has successfully completed the Class B CDL training class and received his license. The promotion would be effective May 20, 2024.

CERTIFICATE of ACHIEVEMENT

THIS ACKNOWLEDGES THAT

HAS SUCCESSFULLY COMPLETED THE

CLASS B CDL TRAINING

FEBRUARY 2024

ELDRIDGE KEITH, MASTER TRAINER

SAFE START LLC
CDL SCHOOL



Request for Town Council Action

Consent
Agenda
Item:
Date: 05/07/2024

Awarding
Service
Badge &
Firearm

Subject: Lieutenant Terry West Service Weapon and Badge
Department: Police Department
Presented by: Chief of Police – Pete Hedrick
Presentation: Consent Agenda Item

Issue Statement

Lieutenant Terry West will be retiring on July 1, 2024, with 30 years of law enforcement service. I am requesting he be allowed to purchase his service weapon and badge.

Financial Impact

No financial Impact

Action Needed

Council to approve Lieutenant Terry West to be allowed to purchase his service weapon, a Glock 45, Serial Number: BSTD928 and service badge for \$1.00

Recommendation

Adopt resolution No. 748 (09-2024) allowing Lieutenant Terry West to purchase his service weapon and badge.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 748 (09-2024)



Staff Report

Consent
Agenda
Item: Awarding
Service
Badge &
Firearm

Lieutenant Terry West official retirement date will be July 1, 2024. He is retiring with a total of 30 years in law enforcement. I am requesting he be allowed to purchase his service weapon (Glock 45/Serial number: BSTD928) and department issued badge for \$1.00. Thank you for your hard work and dedication to the department and the Town. Congratulations on your upcoming retirement.

**TOWN OF SMITHFIELD
RESOLUTION NO. 748 (09-2024)
AWARDING BADGE AND SERVICE WEAPON TO
RETIRING POLICE LIEUTENANT TERRY WEST**

WHEREAS, NCGS § 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

WHEREAS, NCGS § 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service weapon of such retiring member; and

WHEREAS, Police Lieutenant Terry West has served as a sworn law enforcement officer in North Carolina for almost 30 years with more than twenty of those years as a member of the Smithfield Police Department. Lieutenant West will be retiring from the Smithfield Police Department on July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council do hereby declare the service firearm (Glock 45, Serial Number BSTD928) and badge used by Lieutenant Terry West during his service with the Town of Smithfield as surplus property and be awarded to him at a cost of \$1.00 on his retirement.

Duly adopted this the 7th day of May, 2024.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda ANX-24-01
Item:
Date: 05/07/2024

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. 749 (10-2024) setting the date for public hearing on May 21, 2024 to consider the annexation petition

Recommendation

Adopt Resolution No. 749 (10-2024)

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Certificate of Sufficiency
 - a. Metes and Bound
 - b. Map depicting that the property is contiguous to the Corporate Town Limits
 - c. Annexation Petition
 - d. Johnston County GIS map of the property
3. Resolution No. 749 (10-2024)



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 setting the date for the public hearing as May 21, 2024.

§ 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.

Certificate of Sufficiency
Contiguous Annexation ANX-24-01

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

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

- a. The petition contains an adequate property description of the area proposed for annexation.
Attached hereto are the metes and bounds for the property.

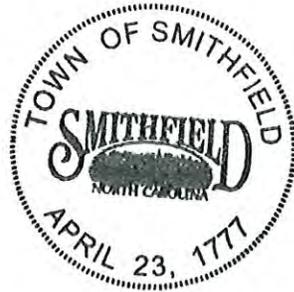
- b. The area described in the petition is contiguous to the Town of Smithfield primary corporate limits, as defined by GS 130A-31.
Attached hereto is a map showing the property is contiguous to the Town of Smithfield's corporate limits.

- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein
Attached hereto is the annexation petition and map from Johnston County GIS showing the addresses on the petition and addresses of the property owners are the same.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield, this the 25th day of April, 2024



Shannan L. Parrish, Town Clerk



A. Property Description



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

File Number:
ANX-24-01

Project Name:
SST Properties

Location:
W Market St

Tax ID#:
15077033C

Existing Zoning:
LI (Light Industrial)

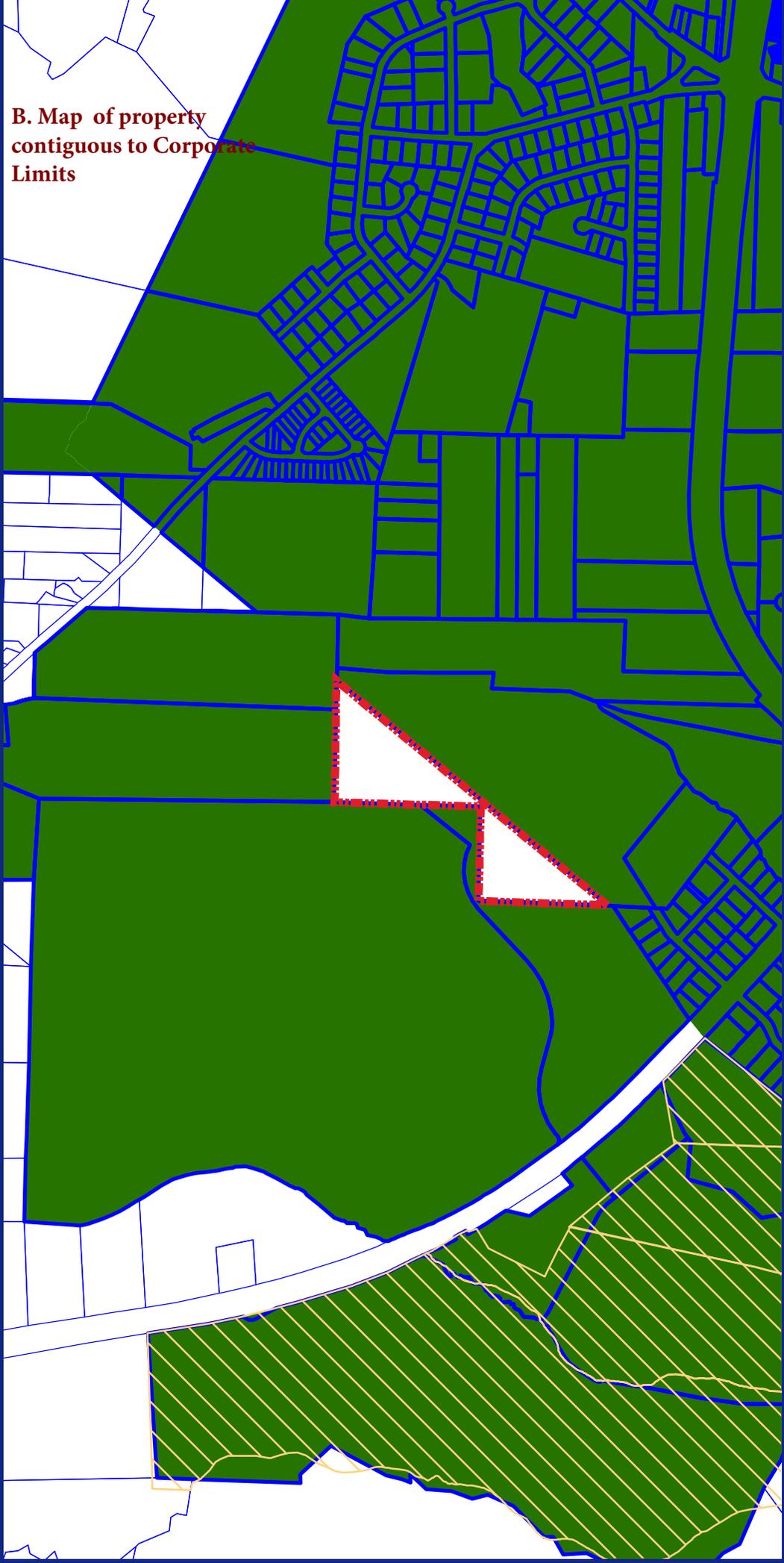
Owner:
SST Properties, LLC

Applicant:
Legion Land
Development



1 in = 875 ft
Map created by Chloe Allen
Planner 1 on 4/25/24

**B. Map of property
contiguous to Corporate
Limits**





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"/>	Electronic Word document of the written metes and bounds 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

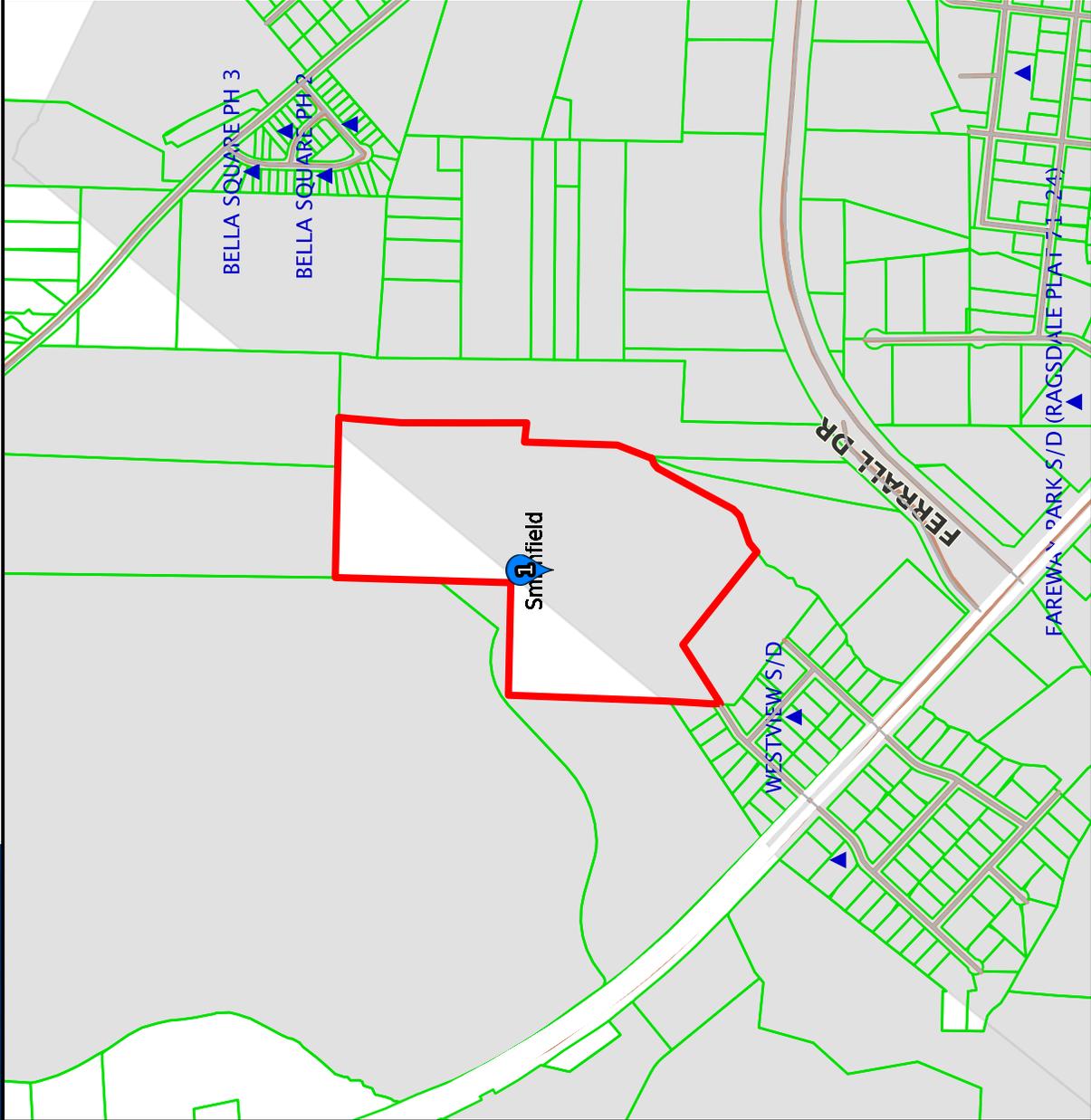
Above signature(s) attested by Joshua Dye - Development Manager - Sanct Corp 336-264-1174

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



*** DISCLAIMER ***

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



Result

id: 15077033C
 Tag: 15077033C
 NCPin: 168520-71-8516
 Mapsheet No: 168520
 Owner Name 1: SST PROPERTIES, LLC
 Owner Name 2:
 Mail Address 1: PO BOX 8050
 Mail Address 2:
 Mail Address 3: GREENSBORO, NC 27419-0050
 Site Address 1:
 Site Address 2:
 Book: 06022
 Page: 0357
 Market Value: 599240
 Assessed Acreage: 47.210
 Calc. Acreage: 47.210
 Sales Price: 2347000
 Sale Date: 2021-08-18

Scale: 1:10628 - 1 in. = 885.67 feet

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



TOWN OF SMITHFIELD
RESOLUTION No. 749 (10-2024)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-31

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

WHEREAS, the Town Council has by Resolution No. 744 (05-2024) directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1: A public hearing on the question of annexation of the area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on May 21, 2024.

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

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.

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

Adopted this the 7th day of May, 2024

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item:
Date: 05/07/2024

Contract
Award

Subject: Contract for Town Street Tree Inventory
Department: Public Works – Appearance Commission
Presented by: Public Works Director – Lawrence Davis
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow the Appearance Committee to hire Bartlett Tree Experts for all the **Town's Street** Tree Inventory.

Financial Impact

\$8,000.00 to be paid from the Appearance Commission General Funds.

Action Needed

Staff is requesting Council approval of a contract with Bartlett Tree Experts in the amount of \$8,000.00 for an inventory of the Town street trees.

Recommendation

Staff recommends approval of the contract with Bartlett Tree Experts

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bartlett Tree Experts Contract



Staff Report

Consent
Agenda
Item:

Contract
Award

Due to the age and condition of street trees throughout the Town, staff felt it was important to conduct a street tree inventory. The last inventory was completed by the Appearance Commission in 1988. **At the Appearance Commission's April 16, 2024 meeting, they unanimously approved spending \$8,000.00 of their funds to complete the study.**

Specific Scope of Work:

1. Perform a tree inventory with Level 2 Basic assessment of tree risk for the designated trees per the size listed above and located within the designated areas (map with town street tree limits). Inventory trees in identified areas up to, but not exceeding, a quantity of 450 trees or completion of the specified area. Exceptions include specific areas where groups of trees will be considered as one. Inventoried trees will be tagged with a corresponding number that will be referenced within the final deliverable(s). A deliverable(s) in the form of a management plan will be provided upon completion of the service.

Staff is requesting Council approval of a contract with Bartlett Tree Experts for a street tree inventory according to the scope of work.



BARTLETT TREE EXPERTS

SCIENTIFIC TREE CARE SINCE 1907

Client: 6414239

Printed on: 3/15/2024

Created on: 3/14/2024

Town of Smithfield
 Attn: Lawrence Davis
 231 Hospital Rd
 Smithfield, NC 27577
 Mobile Phone: 919-934-2580
 E-Mail Address: lawrence.davis@smithfield-nc.com

Bartlett Tree Experts
 Spencer Cain - Representative
 5808 Triangle Drive
 Raleigh, NC 27617
 Mobile Phone: 984-332-1229

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

EXECUTIVE SUMMARY:

Work Group	Recommendation	Number of Trees	Amount
Consulting	Tree Inventory/Survey	450	\$8,000.00
	TOTAL FOR 'Consulting'	450	\$8,000.00
	TOTAL AMOUNT:	450	\$8,000.00

Consulting:

Tree Inventory/Survey

Perform a visual assessment and inventory of all trees that are larger than 8 inches in stem diameter (DBH) in order to provide information to assess value and to develop a comprehensive landscape management program. Bartlett Tree Experts will coordinate all job planning and scheduling, equipment requirements, and work crew staffing and management pertaining to safe and professional execution of this assessment and inventory service. Data collection and inspection will generally occur within 30-60 days of receiving this signed proposal.

Once the signed acceptance of this proposal is received a representative from the Bartlett Inventory Solutions Team will contact you

Client: 6414239

Printed on: 3/15/2024

Created on: 3/14/2024

to schedule and finalize specific information required to begin.

Arborist Notes:

• Specific Scope of Work:

1. Perform a tree inventory with Level 2 Basic assessment of tree risk for the designated trees per the size listed above and located within the designated areas (map with town street tree limits). Inventory trees in identified areas up to, but not exceeding, a quantity of 450 trees or completion of the specified area. Exceptions include specific areas where groups of trees will be considered as one. Inventoried trees will be tagged with a corresponding number that will be referenced within the final deliverable(s).

A deliverable(s) in the form of a management plan will be provided upon completion of the service.

Bartlett Tree Expert's service will conclude upon delivery of the management plan.

Amount: \$8,000.00

Total Amount: \$8,000.00

The information from the tree inventory that will be included within the final deliverable(s) will include:

- Written summary of procedures used in the tree management service
- Map or detailed description of tree locations
- Attributes collected for each tree will be as follows:
 - *Tree ID Number
 - *Tree Botanical Name and Common Name
 - *DBH (Diameter at Breast Height = 4.5 feet/1.4 meters)
 - *Condition Class (Good, Fair, Poor or Dead)
 - *Age Class (New planting, Young, Semi-mature, Mature, Over-mature)
 - *Height Class (Large, Medium, Small)
 - *Estimated Canopy Radius (+/-5 ft./1 m.)
 - *Root Zone Infringement (<25%, 25-50%, 51-75%, >75%)
 - *Soil Care (Root Invigoration™, Soil Rx®)
 - *Tree and Shrub Work:
 - Recommendations such as: Tree pruning, Tree removal, Cabling or brace rod installation, and/or Lightning protection system installation
 - Phase (ASAP, 1, 2, 3, 4, or 5)
 - Category (Risk mitigation, Maintenance, Developmental, Ornamental, Specialized)
 - *Observed Tree Defects
 - *Observed Pests/Diseases
 - *Plant Health Care Recommendations
 - *Estimated Tree Asset Value
 - *Level 2 Basic assessment for Tree Risk:
 - Date of inspection
 - High value targets within the target zone of the tree(s)
 - Description of tree part(s) and associated observed defect(s)
 - Likelihood of failure, likelihood of impact, and consequences
 - Overall risk rating for the subject tree(s)
 - Risk mitigation recommendations and/or options
 - Recommendations for Level 3 Advanced assessment.

Additional Overall Scope Specifications:

The tree inventory will include the use of a GPS device to record field information about trees identified during the tree inventory. The tree inventory will include the recording of information such as the need for; a more in-depth evaluation, a structural inspection of the tree trunk, a further inspection of roots/root flare, an aerial inspection of the tree, pruning, the installation of structural

support systems, the installation of lightning protection systems, soil management, pest management, or the need for tree removal.

If estimated tree asset value has been selected as a desired attribute, Bartlett will use an average per square inch nursery price, size (DBH), species factor, condition factor, and location factor to estimate the tree asset value. This is not intended to replace a tree appraisal.

The tree inventory includes a Level 2 Basic assessment, as defined in the International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment and ANSI A300 Tree Risk Assessment Standard:

-The Level 2 Basic assessment will be conducted from the ground.

The Level 2 Basic assessment will be conducted for the target(s), and estimated occupancy rates, determined after consultation with the Owner and/or after site review by the Regional Inventory Arborist, and mutually agreeable to the parties.

The Level 2 Basic assessment will focus on identifying tree(s) or tree part(s) with a probable or imminent likelihood of failure, that are adjacent to the specific target(s) identified after consultation with the Owner and/or after site review by the Regional Inventory Arborist and could impact the target(s).

Trees will be visually assessed following the International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment and/or applicable industry standards. The likelihood of failure categorization, likelihood of impacting a target estimation, and consequences of failure categorization will occur in the field so the overall risk rating can be determined. The overall risk rating assigned to the inventoried tree will correspond to the highest risk rating associated with the inventoried tree. This rating scale will serve to help the Owner or tree manager prioritize and schedule remedial treatments.

The time frame to be considered for the assessment services described above will be 3 years. This means that the specified time frame is used by the assessor in the risk assessment process to help determine the overall risk rating of the assessed tree. It does not mean that the overall risk rating will stay the same over the specified time frame. In accordance with industry standards, the Owner should not consider the specified time frame a "guarantee period" for the risk assessment.

Risk assessment information is to be considered valid and current at time and date of inspection.

Tree risk assessment definitions have been provided in the Tree Risk Assessment Definition document provided with this proposal.

For some trees, failure potential and risk cannot always be assessed by visual inspection from the ground during Level 1 Limited visual and Level 2 Basic assessments without additional work being performed, such as; the removal of soil or mulch covering a root flare, a root collar excavation, or a climbing inspection. Any separate services necessary to perform the Level 1 Limited visual and Level 2 Basic assessments will be recommended as needed, and a cost estimate to perform these services will be provided separate from this estimate and the resulting report or deliverable(s).

For some trees, more detailed Level 2 Basic or Level 3 Advanced assessments may be required before further analysis and assessment of observed decay or defects can take place, which may include; a detailed visual inspection of the tree and its surroundings, an inspection using recommended Level 2 Basic assessment inspection tools; or if a Level 3 Advanced assessment is required it may be conducted using one or more of the following; decay detection with a drill, decay detection with a resistance-recording drill, decay detection with sonic tomography, decay detection with a decay detection device, soil excavation around the root collar/roots, root decay detection through drilling, root collar decay detection through drilling, aerial inspection with a tree climber, aerial inspection with an aerial lift device, aerial inspection with a drone device, installation of a device to measure change in trunk angle, load testing by putting a rope in the tree to apply force and monitor tree movement.

If a Level 2 Basic or Level 3 Advanced assessment is recommended by the assessor, or requested by the Owner, a cost estimate to perform these services will be provided separate from this resulting report or deliverable(s).

Recommendations for preventative and remedial actions as outlined in the International Society of Arboriculture's (ISA) Best Management Practices for Tree Risk Assessment and applicable industry standards, will be provided for each tree designated with an overall risk rating above low to mitigate risk to acceptable levels, or for other treatment needs, as determined by the Owner. Treatment considerations can include, but are not limited to: Pruning, Installation of supplemental structural supports, Installation of lightning protection systems, Regulate tree growth, Improve tree health with soil treatments, Improve tree health with pest management, Root collar excavation, Remove stem girdling, Remove tree, Move target, Restrict access for target, Reduce irrigation, Retain and monitor, Modify site, The need for follow-up inspections and analyses.

The specific tree(s) described in the Specific Scope of Work will be the only tree(s) on the property visually assessed and included with these assessment services.

Bartlett Tree Experts can inventory trees that have ropes courses, zip lines, swings, tree houses, or any other life support system attached for several different attributes; however, Bartlett Tree Experts is unable to provide tree risk assessment information on such trees, nor is Bartlett Tree Experts able to determine whether the correct hardware has been used, the systems are attached to the trees correctly, or whether the trees can withstand the additional forces that are placed on the tree or trees from such systems or structures. Bartlett Tree Experts does not recommend that any hardware or structures, other than those recommended by and installed by qualified arborists to aid the tree in structural support or protections from lightning, be installed in or attached to any tree(s). Bartlett Tree Experts recommends removing, or discontinuing the use of, any such system or recreational structure until the Client hires or consults with an engineer/specialist that deals specifically with ropes courses, zip lines, swings, tree houses, or any other life support systems and how they attach to and impact trees to determine if the trees can handle the forces being placed on them.

In the event that Bartlett Tree Experts has observed an immediate safety issue with a tree with any such device attached, such as the presence of a dead, dying, or broken limb that could fall and injure a person or damage property, Bartlett Tree Experts may make a

Client: 6414239

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Created on: 3/14/2024

recommendation to remove or prune such a limb or otherwise mitigate the obvious safety issue. However, the Client should not infer that following such a recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

Visual inspections will be performed and recommendations will be developed by ISA Certified Arborists who have had specific training in tree risk assessment.

By signing this proposal, the Client (and/or Owner) is confirming that they own the property, or have been given permission by the Owner to make management decisions concerning the trees on the said property, in which case, confirmation of this permission will be provided to Bartlett Tree Experts. If the Client does not own the property, it will be the responsibility of the Client to inform the Owner of any risks, safety hazards, conditions, or defects as they relate to trees identified in the final deliverables provided by Bartlett Tree Experts, and a copy of the final deliverables will be provided to the Owner.

A separate proposal will be submitted for all recommended work.

CONDITION OF PROPOSAL:

This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

NEED FOR FUTURE INSPECTIONS

It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to monitor the risk associated with the trees on the aforementioned property.

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 5/6/2024 and should be completed by 5/10/2024.

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SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$8,000.00

INVOICING METHOD:

Bartlett Tree Experts will invoice the client upon completion of work upon completion.

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at 984-332-1229.

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

 3/15/2024

Printed Name:

 Spencer Cain

Client: 6414239

Printed on: 3/15/2024

Created on: 3/14/2024

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature: _____

Date: _____

Printed Name: Michael L Scott, Town Manager



General Terms Commercial

The F.A. Bartlett Tree Expert Company (“Bartlett Tree Experts”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“Concealed Features”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

General Terms Commercial

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.
- 2.7 Potential Harm to Animals**
- The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.
- 2.8 Weather-Event Damage**
- The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.
- 2.9 Cables, Braces and Tree-Support Systems**
- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.
- 2.10 Lightning Protection Systems**
- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.
- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.
- 2.11 Recreational Features**
- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.
- 2.12 Tree Removal and Pruning**
- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.
- 2.13 Trees Infested with Emerald Ash Borer**
- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

General Terms Commercial

<p>climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.</p> <p>2.14 Tree Care Maintenance or Recurring Programs</p> <p>(a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.</p> <p>(b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.</p> <p>(c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.</p> <p>2.15 Stump Grinding</p> <p>(a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.</p> <p>(b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.</p> <p>(c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.</p> <p>2.16 Root Pruning</p> <p>In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in</p>	<p>understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.</p> <p>2.17 Tree Risk Assessments and Inventories</p> <p>(a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,</p> <p>(b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.</p> <p>(c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.</p> <p>(d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.</p> <p>2.18 Client Trees in Hazardous Condition</p> <p>If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.</p> <p>2.19 Plant Health Care or Soil Care and Fertilization Treatments</p> <p>(a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.</p> <p>(b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it</p>
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General Terms Commercial



will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 Integrated Pest Management

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 Fruit-Reduction Treatment

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 Fruit Tree or Crop Treatment

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 Tick, Mosquito, or Biting Fly Treatment

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 Termite or Wood Destroying Organism Treatment

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

General Terms Commercial



- tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.
- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.
- 2.27 Plant Nursery Services**
- If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.
- 2.28 Trees Planted and Maintained by Other Contractors**
- The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.
- 2.29 Trees with Cones and Large Seed Pods**
- The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.
- 2.30 Snow Removal**
- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.
- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.
- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.
- 2.31 Installing Lights**
- If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).
- 2.32 Tarpaulins**
- The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.
- 2.33 Fire Damage**
- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





Request for Town Council Action

Consent
Agenda
Item: FY
2024/2025
Janitorial
Agreement
Date: 05/07/2024

Subject: FY 2024-2025 Janitorial Agreement
Department: Public Works Department
Presented by: Public Works Director – Lawrence Davis
Presentation: Consent Agenda Item

Issue Statement

The Public Works Department is requesting to enter an agreement between the Town of Smithfield and Barnes Cleaning Co. for the FY 2024-2025, this agreement is renewable for one year on an annual basis.

Financial Impact

Amount of Bid & Agreement: \$56,278.56 annual /\$4,689.88 a month

Action Needed

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

Recommendation

Staff recommends awarding the FY 24-25 Janitorial Service agreement to Barnes Cleaning Co. amount of \$56,278.56

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bid Tabulation
3. Barnes Cleaning Company Agreement



Staff Report

Consent FY
Agenda 2024/2025
Item: Janitorial Agreement

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

- | | |
|--------------------------------|-------------|
| 1. Barnes Cleaning Co. | \$56,278.56 |
| 2. Janitize America of Raliegh | \$62,399.16 |
| 3. Tarheel Cleaning Company. | \$69,000.00 |

Funds for all the above services will be budgeted in the FY 2024-2025 adopted budget.



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name (Business or Owner) Robert W. Chess

Doing Business As (DBA) JANTIZE AMERICA OF RALEIGH INC.

Remit Address 8311 Six Forks Rd. Ste. 109

City Raleigh State NC Zip Code 27615

Telephone# 919-844-7737 Fax# 919 8447736

Email Robert@jantize.com Website www.JantizeAmerica.com

Is this a minority owned business? NO

Products or services you wish to sell: Janitorial services, Floor Care, Carpet Cleaning, Window Cleaning, Pressure Washing, Landscaping

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing
Attn: Jennifer Aycock
Town of Smithfield PO
Box 761 Smithfield
NC 27577

Fax
Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com

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

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

\$ 2,756.⁶⁹ per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Police Department, 110 S 5th Street

\$ 1,268.³² per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

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

\$ 435.⁵⁵ per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Operation Center, 230 Hospital Road

\$ 739.³⁷ per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name
(Business or Owner) Creative Influence LLC

Doing Business As (DBA) Tarheel Cleaning Company

Remit Address 3604 Ashford Dr.

City Wilson State NC Zip Code 27896

Telephone# (919) 221-3030 Fax# _____

Email tarheelcleaningcompany@gmail.com Website tarheelcleaningco.com

Is this a minority owned business? (Yes)

Products or services you wish to sell: _____

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing
Attn: Jennifer Aycock
Town of Smithfield PO
Box 761 Smithfield
NC 27577

Fax
Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com

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

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

\$ 2300 per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Police Department, 110 S 5th Street

\$ 1437.50 per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

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

\$ 1150 per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Operation Center, 230 Hospital Road

\$ 862.50 per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

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

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

\$ 1424²² per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Police Department, 110 S 5th Street

\$ 1424²² per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

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

\$ 809²² per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

Janitorial Services Required at Operation Center, 230 Hospital Road

\$ 1032²² per month
Including all paper products, cleaning supplies, trash liners
and hand soaps.

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

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal be accepted to furnish the services as described herein at the prices quoted for a period of twelve (12) months beginning July 1, 2024.

Name of Company

BARNES CLEANING COMPANY

Address

293 LOCKWOOD DRIVE
CLAYTON NC 27527

Phone

919-320-3366

Signature of Authorized Official

Terrence V. Barnes

Name Printed or Typed

Terrence V. Barnes

Title

OWNER

Date

4/2/24

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

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

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

(SEAL)



State of North Carolina

County of Johnston County

This agreement made and entered into this 7th day of May, 2024, by and between the Town of Smithfield (hereinafter “Smithfield” or “Town”) and Barnes Cleaning Company”.

I. DUTIES

For and in consideration of the covenants and agreements of Barnes Cleaning Company as contained herein, SMITHFIELD hereby covenants and agrees with Barnes Cleaning Company as follows:

SMITHFIELD agrees to pay Barnes Cleaning Company for Janitorial Services in Town Hall, Police Dept, Public Works building and Public Utilities Operation Center \$5,199.93 per month for a one-year term, beginning the 1st day of July, 2024. Each Facility will be cleaned and serviced Monday, Wednesday and Friday within the hours of 8:00 am – 5:00 pm, with the exception of Town Hall which is required to be cleaned (same times) Monday through Friday. Barnes Cleaning Company is required to supply all paper products, cleaning supplies trash liners and hand soaps in above mentioned facilities.

All facilities shall be cleaned in a reasonable manner and to a high commercial standard of cleanliness as reasonably determined by Town.

The obligation is to keep facilities clean and presentable at all times. In the event of an emergency, Barnes Cleaning Company is required to have a representative address the said emergency within the same day of the call between the hours of 8:00 am – 5:00 pm. Barnes Cleaning Company will be required to complete specifications for services at each facility according to the included specifications that are outlined in this agreement.

Payment for services by the Town to Barnes Cleaning Company will be made following at least monthly billing within 30 days unless a charge or bill disputed in which case the non-disputed portion will be paid within 30 days.

II. SPECIFICATIONS

The specifications as set forth below shall be followed for each facility:

A. Services at Town Hall- 350 E. Market St. Police Dept. – 110 S. 5th St.

The following services are to be completed between 8:00 am - 5:00 pm, Mon. - Fri. unless set forth by a separate schedule below.

Services required daily:

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

Services required twice each week

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

Services required once every work week

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

Services required once a month

1. Wash all restroom ceramic wall tiles and wipe down hall walls.
2. Vacuum/dust all chair seats and spot clean as require or necessary.
3. Wipe down vents and returns.

4. Wipe down door jams and baseboards in the buildings.
5. Wipe overhead light covers and clean bugs from inside the light cover.

Services required one a year

1. Wax floors.

Note: Buffing floors out as needed to maintain shine.

B. Services at: Public Works Bldg. – 231 Hospital Rd. and Public Utilities Operations Center – 230 Hospital Rd.

The following services are to be completed between 8:00 am - 5:00 pm, Mon., Wed., and Fri. unless set forth by a separate schedule below.

Services required three times a week:

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

Services required twice each week

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

Services required once every work week

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

Services required once a month

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

Services required one a year

1. Wax floors.

Note: Buffing floors out as needed to maintain shine.

III. TERM

SMITHFIELD and Barnes Cleaning Company further covenant and agree that this agreement will be in effect from July 1, 2024 through June 30, 2025. The Town of Smithfield reserves the right to extend this agreement for an additional one (1) year period pending successful completion of the said agreement. This agreement may also be canceled at any time by either party for any reason upon submission of a sixty (60) day written notice advising intent to cancel agreement.

IV. OTHER REQUIREMENTS

Barnes Cleaning Company agrees to maintain comprehensive liability and insurance in an amount no less than \$500,000 for all activities it conducts on the premises of for the Town under this agreement or as otherwise performed by its employees while on Town property or while servicing the Town. Evidence of such coverage shall be provided to the Town upon request. Barnes Cleaning Company further warrants that it meets all workers compensation requirements set forth by the laws of North Carolina and agrees to hold harmless the Town in the case of any claim made against the Town by one of its employees while working under this agreement while at a town facility in in any capacity.

Barnes Cleaning Company fully acknowledges that it is an independent contractor hired for specific services by the Town and Barnes Cleaning Company is responsible for its own hired employees for all payment, wages, salary, income taxes and related charges and that the Town is not responsible for any of these costs or charges in any manner whatsoever. Barnes Cleaning Company will hold the Town harmless for any such charges or claims made against it by employees or other parties related to Barnes Cleaning Company employees or services.

Barnes Cleaning Company is required to comply with, and agrees to comply with, the current E-Verify requirements for contractors and its sub-contractors working with local governments as set forth in NCGS Chapter 64 Article 2.

V. MISCELLANEOUS

- a. 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.

- b. 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.
- c. 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.
- d. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- e. 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.
- f. 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.
- g. 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 allege tortious conduct (including negligence) or any other legal theory.
- h. F. 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.
- i. 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.
- j. 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.
- k. 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.

1. Notice. All notices, demands or writings in this Contract provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

To Town of Smithfield: Town of Smithfield
Attn: Town Manager
350 East Market Street
PO Box 761
Smithfield, NC 27577

To Barnes Cleaning Company:

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

In Witness Whereof, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year above written.

By: Town of Smithfield, NC

By: Barnes Cleaning Company

Title: Town Manager

Title: _____

Name: Michael L. Scott
(Print)

Name: _____
(Print)

Sign: _____

Sign: _____

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act.

Finance Director
Town of Smithfield, NC



Request for Town Council Action

FY	
Consent	2024/2025
Agenda	Grounds
Item:	Maintenance Agreement
Date:	05/07/2024

Subject: FY 2024-2025 Grounds Maintenance Agreement
 Department: Public Works Department
 Presented by: Public Works Director – Lawrence Davis
 Presentation: Consent Agenda Item

Issue Statement

The Public Works Department is requesting to enter an agreement between the Town of Smithfield and Biggs Outdoor Services for the FY 2024-2025, this agreement is renewable for two years on an annual basis.

Financial Impact

Amount of Bid & Agreement: \$56,516.04 annual /\$4,709.67 a month

Action Needed

A motion to approve the agreement with Biggs Outdoor Services for grounds maintenance of DOT Right of Ways, I-95 Exits, Operation Centers and Towns easements and medians and authorize the Town Manager to execute the agreement on behalf of the Town.

Recommendation

Staff recommends awarding the FY 24-25 Grounds Maintenance agreement to Biggs Outdoor Services amount of \$56,516.04

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bid Tabulation
3. Biggs Outdoor Services Agreement



Staff Report

FY
Consent 2024/2025
Agenda Grounds
Item: Maintenance
Agreement

This agreement is renewable for 2 years on an annual basis. The contract consists of cutting DOT Right of Way areas, I-95 Exits, Operation Centers all Towns easements and medians. Bid packets were sent out to area contractors. We received proposal from two (2) companies as follows:

- | | |
|---------------------------|-------------|
| 1. Lane Lawn Care | \$60,326.00 |
| 2. Biggs Outdoor Services | \$56,516.04 |

Funds for all the above services were budgeted in the FY 2024-2025 Adopted budget.



TOWN OF SMITHFIELD

231 Hospital Rd.

PO Box 761

Smithfield, NC 27577

(919) 934-2596

FY 2024-2025 Grounds & Right-of-Ways

Public Works Department

RFP Opening – (April 4, 2024, 10:00 AM)

COMPANY	MONTHLY BID AMOUNT	ANNUAL BID AMOUNT
Biggs Outdoor Services	\$4,709.67	\$56,516.04
Lane Lawn Care	\$5,027.16	\$60,326.00

**BID FORM
TOWN OF SMITHFIELD
GROUNDS MAINTENANCE SERVICES**

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

FROM: Biggs Outdoor Services LLC.

BIDDER: Mr. Tucson Biggs SUBMITTED: 04-11-2024

ADDRESS: 111 N. 3rd St. Smithfield, NC 27577 PHONE: 919-901-5225

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

Scope of Services offered by the BIDDER shall be provided for the period from July 1, 2024 through June 30, 2026. The OWNER reserves the right to extend or eliminate service scope by negotiation.

ITEM # 1: Right-of-Ways \$ 36,516.04

ITEM # 2: I-95 Exits \$ 20,000
(Exit 93 & 95)

TOTAL BID: \$ 56,516.04

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

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

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

Witness: Ronald Rhue
124 Yellowstone Ln
Smithfield N.C. 27577

Signature of Bidder: Mr. T. Biggs

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

Name	Address	Type and Extent of Work

State of North Carolina
County: Johnston
Notary: Jacqueline M. Smith
My Commission Expires: May 9, 2026

JACQUELINE M. SMITH
NOTARY PUBLIC
Johnston County
North Carolina
My Commission Expires 5/9/26

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

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

Name TRESSA GRONNITI Years Known 4 yrs
Address 1029 Lockberry Ct., Clayton, NC ²⁷⁵²⁰ Phone 252-375-5856
Services Provided Lawn Maintenance

Name Andre Barbosa Years Known 3.5 yrs
Address 485 Ogburn Rd. Smithfield NC ²⁷⁵⁷⁷ Phone 919-333-0539
Services Provided Lawn Maintenance

Name Michelle Ravish Years Known 4 yrs
Address 2885 Bennington Dr., Clayton NC ²⁷⁵⁷⁷ Phone 239-560-0764
Services Provided Lawn Maintenance

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

Name on License _____

Name of Applicator _____

License No. _____

Classification _____

Certification Code(s) _____

Expiration Date _____

**BID FORM
TOWN OF SMITHFIELD
GROUNDS MAINTENANCE SERVICES**

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

FROM: Lane Lawn Care

BIDDER: Mark Lane SUBMITTED: 4/4/2024

ADDRESS: 2108 Yelverton Road PHONE: 919-669-3615
Smithfield N.C.

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

Scope of Services offered by the BIDDER shall be provided for the period from July 1, 2024 through June 30, 2026. The OWNER reserves the right to extend or eliminate service scope by negotiation.

ITEM # 1: Right-of-Ways \$ 42228

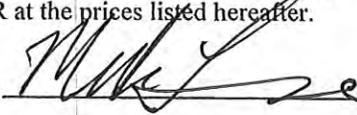
ITEM # 2: I-95 Exits \$ 18098
(Exit 93 & 95)

TOTAL BID: \$ 60326

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

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

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

Signature of Bidder: 

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

Name	Address	Type and Extent of Work



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name (Business or Owner) Lane Lawn Care

Doing Business As (DBA) _____

Remit Address 2108 Yelverton Grove Rd

City Smithfield State NC Zip Code 27577

Telephone# 919-669-3615 Fax# _____

Email Mark.Fel12@Abl.com Website _____

Is this a minority owned business? NO

Products or services you wish to sell: Lawn Maintenance

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing
Attn: Jennifer Aycock
Town of Smithfield PO
Box 761 Smithfield
NC 27577

Fax
Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com



THIS AGREEMENT, made this 7th day of May, 2024, by and between the Town of Smithfield hereinafter called "Owner" and Biggs Outdoor Services doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

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

The CONTRACTOR will commence work on July 1, 2024.

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

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

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

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 1 calendar day after the date of the NOTICE TO PROCEED or PURCHASE ORDER unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$56,516.04 for 7 months (July 1, 2024 until November 1, 2024 and April 1, 2025 until June 30, 2025)

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

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in 2 each of which shall be deemed an original on the date first above written.

OWNER
:Town of Smithfield _____

BY: _____

NAME: Michael L. Scott _____

TITLE: Town Manager _____

(SEAL)

ATTEST: _____

NAME: Shannan L. Parrish _____

TITLE: Town Clerk _____

CONTRACTOR
:Biggs Outdoor Services _____

BY: _____

NAME: _____

ADDRESS _____

ATTEST: _____

NAME _____

TITLE _____

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act.

Finance Director

Specifications for Grounds Maintenance Operations

Item # 1

Right-of-Ways

- 1.) Railroad Underpass, on Hwy 70 Business, between Futrell Way and 301
- 2.) Hwy 70 Business from the Neuse River Bridge to the western Town Limit, all landscape beds including median and sides
- 3.) Traffic Islands at Hwy 301 and Third Street including tree orchard beside BP Station
- 4.) Martin Luther King Jr. Blvd., from Johnston Tech Road and Furlong Drive
- 5.) Market Street, from Hwy 301 to the Neuse River Bridge
- 6.) South side of Brogden Road from Rail Road track to I-95
- 7.) 230 Hospital Road, Public Utilities
- 8.) 231 Hospital Road, Public Works

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

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

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

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

Note: The contract does not require mulching shrub bed areas and trees.

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

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

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

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

Item #2

I-95 Exits (Exit 93 and 95)

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

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

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

Note: The contract does not require mulching shrub bed areas and trees.

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

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



Request for Town Council Action

Consent FY
Agenda 2024/2025
Item: HVAC
Agreement
Date: 05/07/2024

Subject: FY 2024-2025 HVAC Service Agreement
Department: Public Works Department
Presented by: Public Works Director – Lawrence Davis
Presentation: Consent Agenda Item

Issue Statement

The Public Works Department is requesting to enter an Agreement between the Town of Smithfield and Heat Transfer Solutions for the FY 2024-2026, this agreement is renewable for two years on an annual basis.

Financial Impact

Amount of Bid & Agreement: \$6,684.48/ annually

Action Needed

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

Recommendation

Staff recommends awarding the FY 24-25 Janitorial Service agreement to Heat Transfer Solutions for HVAC Services in the amount of \$6,684.48.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bid Tabulation
3. Heater Transfer Solutions Agreement



Staff Report

Consent FY
Agenda 2024/2025
Item: Janitorial
Agreement

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

1. Heat Transfer Solutions	\$6,684.48
2. Envirotrol, LLC	\$26,736.00
3. Dail Mechanical, Inc	\$15,000.00
4. Carolina Comfort.	\$15,896.52

Funds for all the above services will be budgeted in the FY 2024-2025 adopted budget.



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name (Business or Owner) Heat Transfer Solutions Inc

Doing Business As (DBA) _____

Remit Address 632 Old Roberts Road

City Benson State NC Zip Code 27504

Telephone# 919-662-7848 Fax# _____

Email john.johnson@htsnc.com Website htsnc.com

Is this a minority owned business? yes

Products or services you wish to sell: AVAC Service and Install

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing
Attn: Jennifer Aycock
Town of Smithfield PO
Box 761 Smithfield
NC 27577

Fax
Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com



PROPOSAL

Water Plant	\$	50.56	per month
Garage/Public Works	\$	46.06	per month
Operations Center	\$	47.56	per month
Smithfield Fire Department	\$	98.56	per month
Smithfield Fire Department-Station #2	\$	52.06	per month
Town Hall	\$	104.56	per month
Smithfield Police Department	\$	55.06	per month
Sarah Yard Community Center	\$	56.56	per month
Hastings House	\$	46.06	per month

TOTAL PRICE \$ 557.04 PER MONTH

Price quote above shall be in effect for the complete term of the contract. Contract shall be in effect for a period of twelve (12) months beginning July 1, 2024. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor and the Public Works Superintendent. This contract may also be cancelled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intend to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal were accepted within 1 days from the opening, to furnish the services as described herein at the prices quoted.

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

SEAL (If corporation)

Heat Transfer Solutions Inc
BIDDER
 ADDRESS 632 Old Robert Road, Benson Ne 27504



PROPOSAL

Water Plant	\$ 151.29	per month
Garage/Public Works	\$ 42.96	per month
Operations Center	\$ 75.32	per month
Smithfield Fire Department	\$ 254.53	per month
Smithfield Fire Department-Station #2	\$ 81.30	per month
Town Hall	\$ 287.05	per month
Smithfield Police Department	\$ 236.78	per month
Sarah Yard Community Center	\$ 141.16	per month
Hastings House	\$ 54.34	per month

TOTAL PRICE \$ 1324.71 PER MONTH

Price quote above shall be in effect for the complete term of the contract. Contract shall be in effect for a period of twelve (12) months beginning July 1, 2024. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor and the Public Works Superintendent. This contract may also be cancelled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intend to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal were accepted within 90 days from the opening, to furnish the services as described herein at the prices quoted.

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

SEAL (If corporation)

Carolina Comfort Air
BIDDER

ADDRESS 5212 US-70 BUS Clayton, NC 27520

Jordan Phillips @ Carolinacomfortair.com
John @ Carolinacomfortair.com



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name
(Business or Owner) Envirotrol, LLC

Doing Business As (DBA) _____

Remit Address 250 Swathmore Ave.

City High Point State NC Zip Code 27263

Telephone# 336-273-1975 Fax# _____

Email James.Mann@etrol.net Website https://www.envirotrol.net/

Is this a minority owned business? No

Products or services you wish to sell: Preventative Maintenance Contract

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing
Attn: Jennifer Aycock
Town of Smithfield PO
Box 761 Smithfield
NC 27577

Fax
Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com



PROPOSAL

Water Plant	\$221.16 per month
Garage/Public Works	\$50.42 per month
Operations Center	\$153.25 per month
Smithfield Fire Department	\$299.17 per month
Smithfield Fire Department-Station #2	\$62.92 per month
Town Hall	\$512.83 per month
Smithfield Police Department	\$509.00 per month
Sarah Yard Community Center	\$320.00 per month
Hastings House	\$99.25 per month

TOTAL PRICE \$2,228.00 PER MONTH

Price quote above shall be in effect for the complete term of the contract. Contract shall be in effect for a period of twelve (12) months beginning July 1, 2024. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor and the Public Works Superintendent. This contract may also be cancelled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intend to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal were accepted within 90 days from the opening, to furnish the services as described herein at the prices quoted.

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

SEAL (If corporation)

BIDDER Envirotrol, LLC
ADDRESS 7311 ACC Blvd. Raleigh, NC 27617



VENDOR INFORMATION FORM

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name
(Business or Owner) Dail Mechanical Inc.

Doing Business As (DBA) _____

Remit Address 3200-110 Glen Royal Road

City Raleigh State NC Zip Code 27617

Telephone# 919-307-3100 Fax# 919-307-8007

Email billdail@dailmechanical.com website www.dailmechanical.com

Is this a minority owned business? no

Products or services you wish to sell: HVAC maintenance and repair

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit for purchases and/or construction/repair contracts in the formal bidding range.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

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Attn: Jennifer Aycock
(919)934-1688

Email
jennifer.aycock@smithfield-nc.com



PROPOSAL

Water Plant	\$ 150 One hundred fifty — per month
Garage/Public Works	\$ 25 twenty five — per month
Operations Center	\$ 88 Eighty eight — per month
Smithfield Fire Department	\$ 162 one hundred sixty two - per month
Smithfield Fire Department-Station #2	\$ 88 Eighty eight — per month
Town Hall	\$ 250 two hundred fifty - per month
Smithfield Police Department	\$ 225 two hundred twenty five - per month
Sarah Yard Community Center	\$ 200 two hundred — per month
Hastings House	\$ 62 sixty two — per month

TOTAL PRICE \$ 1,250.00 ^{one thousand two hundred fifty} PER MONTH

Price quote above shall be in effect for the complete term of the contract. Contract shall be in effect for a period of twelve (12) months beginning July 1, 2024. The Town reserves the right to extend this contract for an additional two (2) year period pending successful completion of the contract and with the agreement of the successful vendor and the Public Works Superintendent. This contract may also be cancelled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intend to cancel contract.

In compliance with the enclosed request for proposal, the undersigned offers and agrees, if this proposal were accepted within 90 days from the opening, to furnish the services as described herein at the prices quoted.

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

SEAL (If corporation)

ADDRESS

Dail Mechanical Inc.
BIDDER
3200-110 Glen Royal Road
Raleigh NC 27617



State of North Carolina
County of Johnston County

This agreement made and entered into this 7th day of May, 2024, by and between the Town of Smithfield (hereinafter “Smithfield” or “Town”) and Heat Transfer Solutions

I. DUTIES

For and in consideration of the covenants and agreements of Heat Transfer Solutions as contained herein, SMITHFIELD hereby covenants and agrees with Heat Transfer Solutions as follows:

SMITHFIELD agrees to pay Heat Transfer Solutions for HVAC Maintenance Services in Town Hall, Police Dept., Sarah Yard Community Center, Smithfield Fire Dept., Smithfield Fire Dept. – Station #2, Public Works Bldg. & Garage, Operation Center, Water Plant, and Hastings House \$557.04 per month for a one-year term, beginning the 1st day of July, 2024. Each Facility will be serviced during normal hours of operation between 8:00 am – 5:00 pm.

All facilities shall be serviced in a reasonable manner and to a high commercial standard as reasonably determined by Town.

The obligation is to keep facilities comfortable at all times. In the event of an emergency, Heat Transfer Solutions is required to have a representative address the said emergency within the same day of the call between the hours of 8:00 am – 5:00 pm. Heat Transfer Solutions will be required to complete specifications for services at each facility according to the included specifications that are outlined in this agreement.

Payment for services by the Town to Heat Transfer Solutions will be made following at least monthly billing within 30 days unless a charge or bill disputed in which case the non-disputed portion will be paid within 30 days.

II. SPECIFICATIONS

The specifications as set forth below shall be followed for each facility:

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

1. Water Plant, 515 N 2nd Street

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

Contractor must provide the following services:

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

III. TERM

SMITHFIELD and Heat Transfer Solutions further covenant and agree that this agreement will be in effect from July 1, 2024 through July 1, 2025. The Town of Smithfield reserves the right to extend this contract for an additional two (2) year period pending successful completion of the said agreement. This agreement may also be canceled at any time by either party for any reason upon submission of a thirty (30) day written notice advising intent to cancel agreement.

IV. OTHER REQUIREMENTS

Heat Transfer Solutions agrees to maintain comprehensive liability and insurance in an amount no less than \$500,000 for all activities it conducts on the premises of for the Town under this agreement or as otherwise performed by its employees while on Town property or while servicing the Town. Evidence of such coverage shall be provided to the Town upon request. Heat Transfer Solutions further warrants that it meets all workers compensation requirements set forth by the laws of North Carolina and agrees to hold harmless the Town in the case of any claim made against the Town by one of its employees while working under this agreement while at a town facility in in any capacity.

Heat Transfer Solutions fully acknowledges that it is an independent contractor hired for specific services by the Town and Heat Transfer Solutions is responsible for its own hired employees for all payment, wages, salary, income taxes and related charges and that the Town is not responsible for any of these costs or charges in any manner whatsoever. Heat Transfer Solutions will hold the Town harmless for any such charges or claims made against it by employees or other parties related to Heat Transfer Solutions employees or services.

Heat Transfer Solutions is required to comply with, and agrees to comply with, the current E-Verify requirements for contractors and its sub-contractors working with local governments as set forth in NCGS Chapter 64 Article 2.

V. MISCELLANEOUS

1. 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.
2. 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.
3. 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.
4. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
5. 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.
6. 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.
7. 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 allege tortious conduct (including negligence) or any other legal theory.
8. 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.

By: Town of Smithfield, NC
P O Box 761
Smithfield, NC 27577

By: Heat Transfer Solutions
632 Old Roberts Rd.
Benson, NC 27504

Title: Town Manager

Title: _____

Name: Michael L. Scott
(Print)

Name: _____
(Print)

Sign: _____

Sign: _____

This instrument has been preaudited in the manner required by the NC Local Government Budget and Fiscal Control Act.

Finance Director
Town of Smithfield, NC



Request for Town Council Action

Consent
Agenda
Item: Award of
Contract
Date: 05/07/2024

Subject: Award of Contract for Water Valve Assessment Services
Department: Public Utilities
Presented by: Public Utilities Director – Ted Credle
Presentation: Consent Agenda Item

Issue Statement

In 2021, the Town applied for, and received a \$150,000 grant to, in part, assess the **Town's** potable water infrastructure. In accordance with the approved application for these funds, the Town advertised for a qualified contractor to perform the water valve assessment services, proposals were received, and the low bidder has been submitted for approval.

Financial Impact

The funds (\$31,200.00) to pay for these services will be taken from the approved funds in the Water Fund Capital Projects, which was set up to cover AIA services.

Action Needed

Approve the proposed bidder (Vision, NC), as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of Vision, NC 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 Tabulation
3. Proposed Contract & Scope of Services



Staff Report

Consent
Agenda
Item: Award of
Contract

In 2022, the Town was awarded the North Carolina Division of Environmental Quality (NCDEQ) Clean Water State Revolving Fund (CWSRF) Asset Inventory and Assessment (AIA) grant in the amount of \$150,000.

One of the items this grant was to fund is a project that would physically inspect and **assess the Town's** water valve infrastructure by means of physical location, assessment and operation. The area of assessment is the entire water system. To that end, bids were solicited.

A total of three (4) bids for these services were received on April 25, 2023. Vision, NC was **the submitted "low" bidder.**

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 \$31,200.00, per the submitted bid.

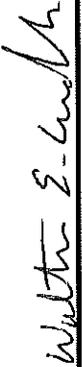
**

Water Valve Assessment Services for Town of Smithfield

Bid Tabulation - Bids Received: April 25, 2024

	Contractors	Addenda Acknowledged	Non-Collusion Affidavit	Vendor Application	W-9	E-Verify	Bid Price
1	Hydro Jetters	x	x	x	x	x	\$ 37,000
2	ESI Consultants	x	x	x	x	x	\$ 45,000
3	Vision, NC	x	x	x	x	x	\$ 31,200
4	IES Contractors	x	x	x	x	x	\$ 38,550
5							
6							
7							

This is to certify that the bids tabulated herein were publically opened and read aloud at 2:00 p.m. on the 25th day of April, 2024 at the Town of Smithfield Operations Center located at 230 Hospital Road, Smithfield, North Carolina, and all said bids were accepted as "Responsive Bids"


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

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 7th day of May, 2024, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Vision, NC 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 June 1, 2024 to October 31, 2024 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Thirty-One Thousand Two Hundred and No Dollars (\$ 31,200.00) 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: Vision, NC
7424 ACC BLVD. SUITE 106
RALEIGH, NC 27617

- 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

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the **Town of Smithfield** (hereinafter referred to as “Town”), and **Vision, NC** (hereinafter referred to as “Contractor”), which contract is dated **May 7, 2024**.

CONTRACTOR hereby agrees to provide services and/or materials to the Town pursuant to the provisions set forth below.

I. **Background/Purpose (Why):** The purpose and intent of this request is to establish a contract with Vision, NC to perform potable water valve assessment services in conjunction with the potable water AIA grant, received by the Town of Smithfield in 2021. These services are needed to ascertain the physical condition of the existing water valves throughout the water system in Smithfield, NC.

II. **References:** The following documents are incorporated herein by reference to them: The Contractor was given a set of Town infrastructure maps, in GIS format, and a project bid package. Additionally, the contractor was engaged through conversation and visited the site, to clarify site access.

III. **Work/Requirements (What and Where):** In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed along the identified potable water system throughout the Town of Smithfield, NC.

IV. **Schedules/Timelines (When):** The Contractor shall proceed with water valve assessment services once the contract is executed and will have finished operations by October 31, 2024.

V. **Transmittal/Delivery/Accessibility (How):** The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed throughout the Town potable water system in Smithfield, NC.

VI. **Payment:** Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted MUST reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a lump sum rate not to exceed \$ 31,200.00 ; in accordance with the attached proposal, provided by the contractor.



Request for Town Council Action

Consent
Agenda
Item: Award of
Contract
Date: 05/07/2024

Subject: Award of Contract for Constructing Water Line
Department: Public Utilities
Presented by: Public Utilities Director – Ted Credle
Presentation: Consent Agenda Item

Issue Statement

As part of the NCDOT bridge replacement project for Market Street (US-70) and I-95, **the NCDOT will be constructing a 12" water line along the newly constructed road that connects Mallard Road and US-70.** The result is a gap between the water mains in the Town system that is about **600-feet in length. The Town desires to "loop" the system.** This work was open bid and the low bidder has been submitted for approval.

Financial Impact

The funds (\$119,785.00) to pay for these services were budgeted as part of the East Smithfield Water System Improvements capital project (45-71-7200-5700-7411).

Action Needed

Approve the proposed bidder (**Stuckey's Backhoe Service, Inc.**), as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of **Stuckey's Backhoe Service, 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

As part of the NCDOT bridge replacement project for Market Street (US-70) and I-95, the NCDOT will be **constructing a 12" water line along the newly constructed road that connects Mallard Road and US-70.** The newly constructed road (yet to be named) will terminate on Mallard Road, about 600 feet east of the Extended Stay Suites hotel, where **the Town's water system also ends.**

The Town desires to **connect the two "ends" of the system and "loop" the system.** This has the effect of stabilizing water pressure, improving water quality by allowing for water turnover, and establishes a definitive connection point for any future development that may occur along Mallard Road.

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 \$119,785.00, per the submitted bid.

**

MALLARD ROAD WATERLINE EXTENSION
TOWN OF SMITHFIELD
BID TABULATION
BID OPENING: MARCH 21, 2024 5:00 PM

Item No.	Description	Unit	Estimated Quantity	Stucky's Backhoe Service, Inc. 1388 Rains Crossroads Princeton, NC 27569 NC License # 87470		Nixon Contracting Company 5072 Glendale Rd. Kenly, NC 27542 NC License # 48025		Corbett Contracting, Inc. 1030 Napolean Road Selma, NC 27576	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
Watermain & Appurtenances									
1	Mobilization (3% Maximum of Total Bid)	LS	1	\$ 5,000.00	\$5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,300.00	\$ 5,300.00
2	Install 8" Ductile Iron Pipe (Class 350 PSI)	LF	220	\$ 73.00	\$16,060.00	\$ 139.65	\$ 30,723.00	\$ 80.00	\$ 17,600.00
3	Install 8" C900	LF	380	\$ 45.00	\$17,100.00	\$ 68.53	\$ 26,041.40	\$ 65.00	\$ 24,700.00
4	6" x 8" Reducer (Foster Adaptor MJ)	EA	1	\$ 850.00	\$850.00	\$ 938.86	\$ 938.86	\$ 890.00	\$ 890.00
5	6" x 6" Tapping Sleeve and Valve	EA	1	\$ 5,500.00	\$5,500.00	\$ 5,991.85	\$ 5,991.85	\$ 7,500.00	\$ 7,500.00
6	8" Gate Valve	EA	1	\$ 3,250.00	\$3,250.00	\$ 3,562.46	\$ 3,562.46	\$ 2,550.00	\$ 2,550.00
7	8" 45° Bend (MJ)	EA	4	\$ 850.00	\$3,400.00	\$ 963.01	\$ 3,852.04	\$ 1,350.00	\$ 5,400.00
8	8" 22.5° Bend (MJ)	EA	4	\$ 850.00	\$3,400.00	\$ 963.01	\$ 3,852.04	\$ 1,350.00	\$ 5,400.00
9	8" Cap (MJ), Tapped for 2-inch	EA	1	\$ 725.00	\$725.00	\$ 2,356.64	\$ 2,356.64	\$ 850.00	\$ 850.00
10	Install Fire Hydrant Assembly including 6" leg valve, 6" piping, 6" x 8" mainline Tee, and grade extension	EA	2	\$10,850.00	\$21,700.00	\$ 9,125.73	\$ 18,251.46	\$15,400.00	\$ 30,800.00
11	Connect Service to New Main (3/4" copper)	EA	1	\$ 950.00	\$950.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
12	Provide Temporary Water to 2999 Mallard Rd (if occupied)	LS	1	\$ 500.00	\$500.00	\$ 1,905.15	\$ 1,905.15	\$ 5,000.00	\$ 5,000.00
Site Work									
13	Asphalt Cut & Patch Road Shoulder (6" ABC, 1.5" S9.5A Surface)	SY	225	\$ 62.00	\$13,950.00	\$ 25.00	\$ 5,625.00	\$ 145.00	\$ 32,625.00
14	Cut and Patch Concrete Driveway Apron	SY	30	\$ 85.00	\$2,550.00	\$ 106.50	\$ 3,195.00	\$ 175.00	\$ 5,250.00
15	Traffic Control	LS	1	\$ 2,500.00	\$2,500.00*	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00
16	Compaction Testing Allowance	N/A	N/A	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
17	Select Backfill	CY	100	\$ 30.00	\$3,000.00	\$ 43.75	\$ 4,375.00	\$ 80.00	\$ 8,000.00
18	Seeding and Restoration	LS	1	\$ 2,850.00	\$2,850.00	\$ 2,022.75	\$ 2,022.75	\$ 2,500.00	\$ 2,500.00
19	Erosion Control wattles	EA	10	\$ 150.00	\$1,500.00	\$ 91.23	\$ 912.30	\$ 450.00	\$ 4,500.00
Sewer Repair									
20	Allowance - Relocate 4-inch Sewer Force Main with DIP Class 350 PSI including all fittings	N/A	N/A	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Bid Totals					\$119,785.00		\$136,604.95		\$ 181,115.00



4-3-24

[Signature]

Bids Certified By: _____ Date: _____

* Corrected math error

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 7th day of May, 2024, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Stuckey’s Backhoe Service, 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 May 1, 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 One Hundred Nineteen Thousand Seven Hundred Eighty-five and No Dollars (\$ 119,785.00) 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: Stuckey's Backhoe Service, Inc.
1388 RAINS CROSSROADS
PRINCETON, NC 27569

- 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 May 7, 2024, by and among Stuckey’s Backhoe Service, 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 tortious conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Finance Director

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: _____



Staff Report

Consent Agenda Item: Date: New Hire / Vacancy Report 05/07/2024

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:

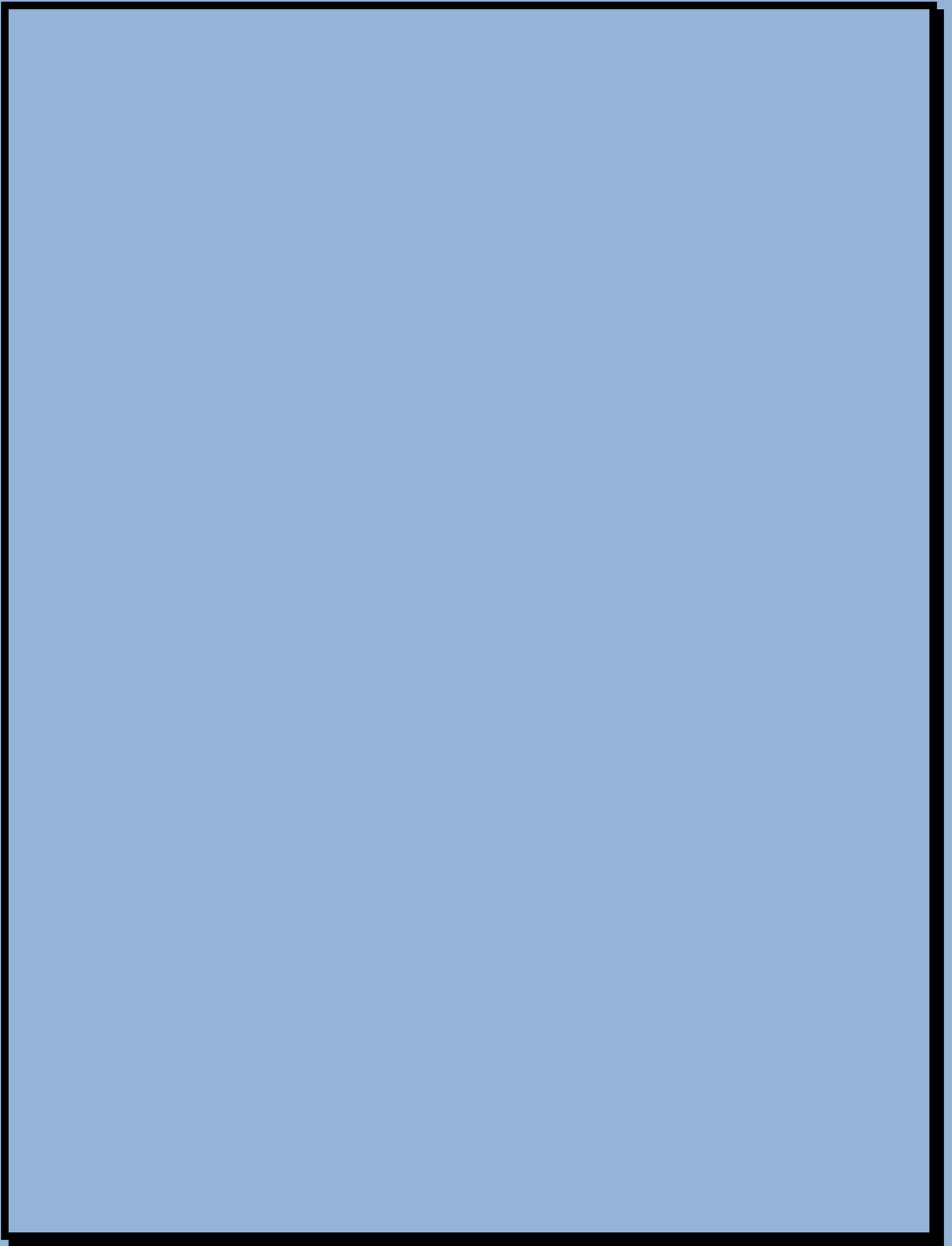
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Aquatic Center Supervisor	P&R - Aquatics	10-60-6220-5100-0200
Firefighter	Fire	10-20-5300-5100-0200
IT Director	IT	10-10-4300-5100-0200
		30-71-7220-5100-0200
		31-72-7230-5100-0200
Police Officer (9)	Police	10-20-5100-5100-0200
Pump Station Mechanic	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>
Athletic Programs Supervisor	P&R – Recreation	10-60-6200-5100-0200	\$22.01/hr. (\$45,780.80/yr.)
Firefighter II	Fire	10-20-5300-5100-0200	\$21.16/hr. (\$46,213.44/yr.)
Part-Time Firefighter	Fire	10-20-5300-5100-0210	\$17.60/hr.
Part-Time SRAC Instructor (3)	P&R – Aquatics	10-60-6220-5100-0230	\$12.00/hr.
Part-Time Pool Instructor (2)	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Part-Time SRAC General Staff	P&R – Aquatics	10-60-6220-5100-0210	\$10.00/hr.
Part-Time SRAC General Staff(3)	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.

Business Items





Request for Town Council Action

Business Agenda
Downtown Social District
Date: 05/07/2024

Subject: Downtown Social District
Department: General Government
Presented by: Michael Scott – Town Manager and DSDC
Presentation: Business Item

Issue Statement

The Downtown Smithfield Development Corporation, DSDC is requesting an area of **downtown be designated as a "Social District" to permit alcohol, beer and wine to be** carried open and consumed under the parameters approved for a social district by NC Statute 18B-300.1. The accompanying information titled, ***"Social Districts, Downtown Smithfield Development Corporation,"*** is information provided by DSDC and has not been fully vetted by Town Staff.

Financial Impact

Signage will need to be added to the downtown area indicating the social district boundaries. Website requirements for a social district will need to be created and maintained, cup design will need to be created, as well as business stickers allowing or refusing to participate in the social district. DSDC is responsible for these costs. Each organization within the social district distributing alcoholic beverages will need to utilize these cups with their unique business name affixed to each cup.

Action Needed

Approve or deny request.

Recommendation

Approve request.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. NC G.S. 18B-300.1
3. Minutes from the September 5, 2023 Council Meeting
4. Draft Ordinance
5. DSDC Report



Staff Report

Business Downtown
Agenda Social
Item: District

The Downtown Smithfield Development Corporation (DSDC) is requesting the Town Council designate a social district within the downtown area as permitted by NC G.S 18B-300.1, attached.

The ordinance was first read on September 5th, 2023. On the first reading of the ordinance a simple majority of councilmembers voted in favor of the social district. However, on the first reading a two-thirds majority is required, therefore the motion failed. The matter has hence been delayed at the request of the Downtown Smithfield Development Corporation. Now comes the second reading of the ordinance, which will require a simple majority vote of the sitting council to pass or deny the social district request.

Staff has adjusted the draft ordinance to reflect the hours of 12:00 pm (noon) to 10:00 pm, Monday through Saturday. Staff is recommending the Social District not be in operation on Sundays. Special events requiring alcohol on Sunday can occur at the discretion of the Council, as an event permit. DSDC is requesting Sunday hours from 12:00 pm (noon) to 10:00 pm.

DSDC is also requesting that the ordinance delete verbiage that requires organizations to rope off events or identify exits from a roped off area within the social district. Staff is recommending this verbiage remain, however these requirements within the social district would be at the discretion of the Chief of Police.

DSDC has adjusted the social district perimeter and boundaries. An amended map accompanies this information. Staff is not offering an opinion on these boundaries.

Please refer to accompanying reports for additional information.

§ 18B-300.1. Authorization and regulation of social districts.

(a) Policy. – The intent of this section is to regulate open containers of alcoholic beverages that customers of a permittee take from the permittee's licensed premises into another area where consumption of the alcoholic beverages is allowed. This section shall not in any way limit the consumption or possession of alcoholic beverages otherwise allowed under this Chapter.

(b) Definitions. – The following definitions apply in this section:

- (1) Customer. – A person who purchases an alcoholic beverage from a permittee that is in a social district.
- (2) Non-permittee business. – A business that is located in a social district and does not hold any ABC permit.
- (3) Permittee. – An establishment holding any of the following permits issued by the Commission:
 - a. An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
 - b. An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
 - c. An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
 - d. A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
 - e. A wine shop permit issued pursuant to G.S. 18B-1001(16).
 - f. A distillery permit issued pursuant to G.S. 18B-1100(5).
- (4) Social district. – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to subsection (d) of this section. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in G.S. 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic.

(c) Local Ordinances Authorized. – Pursuant to G.S. 153A-145.9, a county may adopt an ordinance designating one or more social districts in the parts of the county outside any city. Pursuant to G.S. 160A-205.4, a city may adopt an ordinance designating one or more social districts.

(d) Requirements for Designation. – A social district designated under this section shall meet all of the following requirements:

- (1) The social district shall be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the local law enforcement agency with jurisdiction over the area comprising the social district, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (i) only be consumed in the social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits the social district. The hours set by a city or county during which customer-purchased alcoholic beverages may be consumed in a social district shall be in accordance with G.S. 18B-1004.
- (2) The city or county, or the city's or county's designee, shall establish or approve management and maintenance plans for the social district and post these plans, along with a rendering of the boundaries of the social district and days and

hours during which alcoholic beverages may be consumed in the social district, on the website for the city or county. The city's or county's designee may include a private entity, including a property owner or property owner's association. Any plan established under this subdivision shall be approved by the governing body of the city or county. The social district shall be maintained in a manner that protects the health and safety of the general public. The city or county may establish guidelines in the ordinance establishing the social district or in its management and maintenance plan to allow for suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to subsection (j) of this section.

- (3) Before allowing consumption of alcoholic beverages in a social district, the city or county shall submit to the Commission a detailed map of the social district with the boundaries of the social district clearly marked, and the days and hours during which alcoholic beverages may be consumed in the social district. The city or county shall only be required to submit a revised map to the Commission if the city or county amends the geographic footprint of a social district. A permittee may be included in the social district even if it chooses to exclude open containers of alcoholic beverages purchased from other permittees in the social district.
- (4) The city or county, or the city's or county's designee, shall develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. The city's or county's designee may include a private entity, including a property owner or property owner's association. The signs may be in the form of a sticker, placard, or other format as deemed appropriate by the city or county. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.

(e) **Open Containers Sold by Permittees.** – A permittee located in a social district may sell open containers of alcoholic beverages and allow customers to exit its licensed premises to the social district in accordance with the following requirements:

- (1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (2) The permittee shall only sell an open container of an alcoholic beverage for consumption in the social district and off the premises of the permittee in a container that meets all of the following requirements:
 - a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - b. The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
 - c. The container is not comprised of glass.
 - d. The container displays, in no less than 12-point font, the statement, "Drink Responsibly – Be 21."
 - e. The container shall not hold more than 16 fluid ounces.

- (3) Nothing in this subsection shall be construed to authorize the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. 18B-1010.

(f) Limitations on Open Containers. – Except where otherwise allowed by local ordinance, the possession and consumption of an open container of an alcoholic beverage in a social district is subject to all of the following requirements:

- (1) A customer may only possess and consume open containers of alcoholic beverages that were purchased from a permittee located in the social district.
- (2) Customer-purchased open containers of alcoholic beverages in the social district shall only be in containers meeting the requirements set forth in subsection (e) of this section, except for open containers sold by a permittee for consumption on the permittee's premises.
- (3) A customer may only possess and consume open containers of alcoholic beverages in the social district during the days and hours set by the city or county in accordance with subsection (b) of this section, not to exceed the hours for consumption authorized pursuant to G.S. 18B-1004.
- (4) A customer shall not possess at one time open containers of alcoholic beverages in the social district in excess of the number of alcoholic beverages that may be sold and delivered by a retail permittee as set forth in G.S. 18B-1010.
- (5) A customer shall dispose of any open container of an alcoholic beverage purchased from a permittee in the customer's possession prior to exiting the social district unless the customer is reentering the licensed premises of the permittee where the customer purchased the alcoholic beverage.
- (6) Notwithstanding G.S. 18B-300 and G.S. 18B-301, a permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from a permittee in the social district.

(g) Limitations on Closed Containers. – A person, including a customer who is in possession of an open container of an alcoholic beverage authorized under this section, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law.

(h) Responsibilities of Non-Permittee Businesses. – A non-permittee business that is part of a social district and that allows customers to bring alcoholic beverages onto its premises shall not be responsible for enforcement of this Chapter. All non-permittee businesses that are part of a social district and that allow customers to bring alcoholic beverages onto their premises shall clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point. During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises accessible by customers.

(i) Multi-Tenant Establishments Located in a Social District. – Permittees and non-permittee businesses in a multi-tenant establishment located within a social district may participate in the social district regardless of whether the multi-tenant establishment has a common area entertainment permit.

(j) Interaction with Other Permits. – The Commission shall issue permits for special events occurring partially or entirely within the boundaries of a social district as follows:

- (1) The Commission may issue special one-time permits pursuant to G.S. 18B-1002(a)(2) or (a)(5) for events occurring on premises located partially or entirely within the boundaries of a social district. If the event is scheduled to occur during hours when alcoholic beverages may be consumed

in the social district, the event permittee shall, in addition to obtaining such signed law enforcement notification as may be required under the Commission's rules, include in such notification a statement that the event is to occur in a social district during days and hours designated for consumption of alcoholic beverages.

- (2) A permittee holding a winery special event permit, malt beverage special event permit, or spirituous liquor special event permit pursuant to G.S. 18B-1114.1, 18B-1114.5, and 18B-1114.7, respectively, may sell and serve products at special events taking place in a social district.
- (3) A permittee holding a mixed beverages catering permit pursuant to G.S. 18B-1001(12) may serve spirituous liquor to guests at events taking place in a social district. (2022-49, s. 3(f).)

The Smithfield Town Council met in regular session on Tuesday, September 5, 2023 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3

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

Michael Carter, Attorney
Robert Spence, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

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

Remove from the Consent Agenda:

7. Consideration and request for approval to allocate funds to the Downtown Smithfield Development Corporation for additional planters

Remove from the Consent Agenda and add to Business Items:

5. Consideration and request for approval to restructure the Police Department by adding a Deputy Chief position and eliminating the vacant Captain position.

Add to the Consent Agenda:

10. Consideration and request for approval to adopt Resolution No. 738 (21-2023) Accepting the NCDEQ LASII ARPA Stormwater Grant Funding
11. Special Event: Ava Gardner Festival: The Ava Gardner Museum is requesting approval to hold an event (movie) at the Neuse River Amphitheater on October, 6, 2023 from 6:30 pm until 9:30 pm. This request includes the use of amplified sound and food trucks. Staff is requesting that the Ava Gardner Festival be approved as an annual event.
12. Special Event: SSS Homecoming Parade: Smithfield Selma High school is requesting to hold a homecoming parade on October 6, 2023 from 4:30 pm until 5:30 pm. The Police Department will work with SSS to evaluate road closures on Kelly Drive and M. Durwood Stephenson Parkway.

Add Section (3) to the Closed Session Statute

Unanimously approved

PRESENTATIONS:

1. Proclamation: Declaring September 17-23,2023 as Constitution Week in the Town of Smithfield

Mayor Moore presented the following Proclamation to the Smith-Bryan Chapter of the Daughters of the American Revolution.

Proclamation
Constitution Week
September 17 – 23, 2023
In the Town of Smithfield, North Carolina

Whereas, September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim September 17th through the 23rd, 2023 to be

CONSTITUTION WEEK

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

2. Appearance Commissions Annual Report

Chairperson Kaitlyn Tarley presented the Appearance Commission's Annual Report to the Town Council.

PUBLIC HEARINGS: None

CITIZEN'S COMMENTS:

- Ed Barfield addressed the Council about drainage issues and flooding on North 4th Street near Caswell Street. He stated the residents do not want their houses or their cars flooded. He asked the Council to correct this issue. Mr. Barfield also provided a petition from members of the First Missionary Baptist Church who were aware of the flooding in the area near the church.

- Christopher White stated he was in agreement with Mr. Barfield. He further stated the problem was because there were only storm drains on one side of the street. He asked for this issue to be corrected.

Mayor Moore asked Town Manager Michael Scott to have the Town Engineer investigate the matter

- Elizabeth Temple provided some historical information to concerning the Town of Smithfield. She asked the Council to consider doing an archeological excavation and preservation of some Indian burial grounds in South Smithfield.
- Pam Lampe expressed her concerns to the Council about the proposed social district in downtown Smithfield.
- Emma Gemmel requested a list of complete and incomplete items as it related to the water plant expansion project. She expressed her concerns about the Comprehensive Growth Plan stating she felt the decision to adopt the plan was hurried. She also expressed her concerns about the proposed social district in downtown Smithfield.

CONSENT AGENDA:

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

1. The following minutes were approved:
 - August 8, 2023 – Regular Meeting
 - August 8, 2023 – Closed Session
2. Special Event – Help Thy Neighbor Poker Run; Approval was granted to allow Angela Roberts of Help Thy Neighbor Johnston County to hold an event at 1043 Outlet Center Drive on September 16, 2023 from 9:00 am until 5:00 pm. Amplified sound, good sales and alcohol sales were also approved.
3. Special Event – Family Days Super Carnival: Approval was granted to allow the Inners Shows, Inc. to hold a carnival at Carolina Premium Outlets October 18 – 29, 2023.
4. Special Event – JoCo Works Career Expo: Approval was granted to allow the Triangle East Economic Development Foundation to hold a career expo November 2-3, 2023 from 8:00 am until 3:00 pm at Johnston Community College. Amplified sound was also approved. This event was approved as an annual event.
5. Bid was awarded to JP Edwards, Inc. in the amount of \$21,138 to repair drainage issues at the Community

Park soccer field.

6. Board Appointments

- Tara Meyer was appointed to serve a first term on the Planning Board as an In-Town Alternate member.
- Allison Boyd was appointed to serve a first term on the Recreation Advisory Committee.
- Whitley Kate Moore was appointed to serve a two-year term on the Recreation Advisory Committee as a high school representative.
- John Arthur Gaskins was appointed to serve a two-year term on the Recreation Advisory Committee as a high school representative.

7. New Hire Report

Recently Hired	Department	Budget Line	Rate of Pay
Crew Leader	PW – Gen/Appearance	10-60-5500-5100-0200	\$20.97/hr. (\$43,617.60/yr.)
Police Chief	Police	10-20-5100-5100-0200	\$49.00/hr. (\$101,920.00/yr.)
Police Officer (BLET)	Police	10-20-5100-5100-0200	\$22.26/hr. (\$49,773.36/yr.)
P/T SRAC Staff - General	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.
P/T Athletic Staff	P&R – Recreation	10-60-6200-5300-0210	\$10.00/hr.

Current Vacancies	Department	Budget Line
Facility Maintenance Specialist	P&R – Recreation	10-60-6200-5100-0200
Fire Chief	Fire	10-20-5300-5100-0200
Police Officer	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

8. Adoption of Resolution No. 738 (21-2023) Accepting the NCDEQ LASII ARPA Stormwater Grant Funding

TOWN OF SMITHFIELD
RESOLUTION NO. 738 (21-2023)
BY GOVERNING BODY OF RECIPIENT

WHEREAS, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or stormwater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered LASII_ARPA funding in the amount of \$500,000 to perform the work detailed in the submitted application, and

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

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

That the Town of Smithfield does hereby accept the ARPA grant offer of \$500,000; and

That the Town of Smithfield does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Funding Offer and Acceptance (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (State), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

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

9. Special Event: Ava Gardner Festival: Approval was granted to allow the Ava Gardner Museum to hold an event (movie) at the Neuse River Amphitheater on October 6, 2023 from 6:30 pm until 9:30 pm. Amplified sound was also approved. The Ava Gardner Festival was approved as an annual event.

10. Special Event: SSS Homecoming Parade: Approval was granted to allow Smithfield Selma High School to hold a homecoming parade on October 6, 2023 from 4:30 pm until 5:30 pm. Approval to close area roads was also approved.

BUSINESS ITEMS:

1. **Consideration and request for approval to adopt Ordinance No. 518-2023 creating a Social District in the downtown area**
Downtown Smithfield Development Corporation (DSDC) Executive Director Sarah Edwards address the

Council on a request by the DSDC Board of Directors to create a Social District in the downtown area. She explained the following: the legislation that created social districts, the requirements enabling the social district, and the proposed downtown Smithfield social district.

A social district was a defined area in which a person could purchase alcohol from a permitted business permitted by the North Carolina ABC commission, and they are permitted to carry that alcohol within that district. It could include both indoor and outdoor areas of businesses within or contiguous to the different area of the social district during the days and hours set by the local government. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments as well as public streets, crosswalks, or parking areas whether the streets or parking areas are closed to vehicle traffic.

The legislation enabling social districts was first introduced in September 2021, as a response to the COVID 19 pandemic. There was clarification in July of 2022 based questioned by a number of communities that enacted or were considering enacting a social district. Under the legislation, a city/town can adopt an ordinance to designate an area within the municipal limits as a social district. The local government can also eliminate that social district by ordinance after it's created.

More than 30 communities have established social districts. They have reported positive impacts for economic development, reasonable and responsible action by participants and increased foot traffic in their downtowns.

The social district requirements are clearly spelled out in the legislation. Requirements include: signage must be placed within the district that identifies its geographical location, days and hours in which alcohol can be consumed in the social district, the telephone number for the ALE Division and local law enforcement, and a clear statement that an alcoholic beverage purchased for consumption in a social district shall: only be consumed within the social district and be disposed of before the person possessing the alcoholic beverage exits the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased.

Social districts are only allowed to operate during hours defined under G.S. 18B- 1004: from 7:00 am until 2:00 am Monday - Saturday; and From Noon until 2:00 am on Sunday. If the local government has allowed for earlier Sunday sales, a social district may operate beginning at 10:00 am on Sunday. The local government can set the hours of the social district according to their community's needs. The local government may establish guidelines in their social district allowing for suspension of regular days and hours of alcohol consumption in all or part of a social district during events require special events ABC permits.

A local government creating a social district is required to establish management and maintenance plans for the social district and post these plans, along with a drawing of the boundaries and the applicable days and hours of the social district, on the local government's website. A social district must be maintained in a manner that protects the health and safety of the general public. A local government can delegate the management and maintenance of the social district to a private entity, such as a downtown development organization.

A local government was required to develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. A non-permittee participating in the social district and allowing alcohol on their premises is required to always display the uniform sign during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. The DSDC can create the signs for participating and non-participating businesses.

A local government may adopt an ordinance that allows consumers to bring an alcoholic beverage purchased at one ABC permittee onto the premises of another ABC permittee. But the DSDC was not requesting to allow consumers to bring alcoholic beverage purchased at one ABC permittee onto the premises of another ABC permittee. After the Council adopts an ordinance creating the social district, it must submit to the North Carolina Alcoholic Beverage Control (ABC) Commission a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed. Any business in the social district that holds any type of ABC permit, can sell alcohol to be consumed in the social district.

Alcoholic beverages sold to be consumed in a social district must be sold in a container that meets all the following requirements: The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased, the container clearly displays a logo or mark that is unique to the social district in which it will be consumed, the container is not made of glass, the container displays, in no less than 12- point font, the statement "Drink Responsibly - Be 21", and the container cannot hold more than sixteen fluid ounces. In speaking with Captain Grady, he felt that printed cups instead of stickers was better and more enforceable.

A person can only possess and consume alcoholic beverages purchased from an ABC permittee located in, or contiguous to, the social district. A person cannot bring their own personal beer or wine into the social district for consumption. A person, including a customer who is in possession of an open container of an alcoholic beverage, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law. Any alcoholic beverages consumed in the social district must be consumed from the required container as previously described, and cannot be poured into another container. Alcoholic beverages shall only be possessed and consumed in the social district during the days and hours set by the town. Alcoholic beverages may only be taken into businesses that have signage indicating that alcoholic beverages are allowed in their business.

The sale and delivery in a social district are subject to the same limitations for sales and deliveries of alcohol in North Carolina: No more than two malt beverages or wine drinks at one time to a single patron and no more than one mixed beverage or spiritous liquor drink at one time to a single patron. A person is required to dispose

of any alcoholic beverage in the person's possession prior to exiting the social district.

A social district does not create a right for people to break laws. It doesn't encourage people to be drunk in public or overconsume. It does not encourage underage drinking. It doesn't allow people to bring their own alcohol to the social district.

A social district is an economic development tool that encourages people to extend their stay in our downtown. Additional foot traffic downtown improves safety and has a positive economic impact on our small businesses. A social district is another amenity to encourage people to visit our downtown.

The recommendations from the DSDC Board of Directors are as follows:

- Social District Hours would be 10:00am until 10:00pm Monday-Sunday,
- Boundaries would include the downtown core: Market Street between the Neuse River and Fourth Streets, 100 blocks of N. and S. Third Street, and the Neuse River Amphitheater
- Businesses would have the opportunity to opt into participating in the social district, and allowing people to bring alcohol purchased from a permitted business into their non-permitted business.

For the management of the social district, the DSDC will: work with the downtown business community and Town staff to implement the social district, design & provide signage for the Downtown Smithfield Social District, purchase signage for the Downtown Smithfield Social District Design signage for businesses selling alcoholic beverages within the social district, businesses allowing customers to bring in alcoholic beverages purchased within the social district and businesses not allowing customers to bring in alcoholic beverages purchased within the social district.

The DSDC will also provide facilitate the design of containers that meet the requirements of North Carolina law, and sell social district containers to entities holding a winery, malt beverage, and spirituous liquor special event permits and mixed beverages catering permit who want to conduct sales within the social district during special events.

The DSDC will further maintain a Social District page on the DSDC website that can be linked to the Town's website, work with Town staff to respond to needs that arise from the social district, work with Town staff and downtown businesses to evaluate the social district and any changes that are needed, and provide a report six months after district creation regarding the impacts of the social district, as well as any identified issues.

As for liability, the businesses that hold ABC permits are ultimately responsible for the people they are serving. If they choose to overserve a customer, their ABC permit could be in jeopardy.

Mayor Pro-Tem Dunn questioned if he purchased a beverage from one business could he not enter another business within the social district that also sold alcoholic beverages. Ms. Edwards responded that was correct.

Mayor Pro-Tem Dunn stated that several areas in the proposed social district encompassed parking lots. He questioned what measures would be put into place to ensure that customers weren't refilling their approved social district cups with their own beverages. Ms. Edwards responded that was a question better answered by Police personnel. She further stated she believed the Police Department would investigate the matter.

Councilman Lee expressed his concerns about the potential issue raised by Mayor Pro-Tem Dunn.

Councilman Wood questioned if there would be a dedicated Police Officer assigned to the social district in the event any issues arise. Ms. Edwards responded the proposal did not include a dedicated officer. Councilman Wood further expressed his concerns because he felt a dedicated officer should be assigned to the social district.

Mayor Moore stated that while he understood Councilman Wood's concerns, a Police Officer was not required to be in every establishment that sold alcohol.

DSDC Chairperson Troy Bridle stated he did not believe by establishing a social district it would cause people to start drinking from 10 am until 10 pm every day. The purpose of those hours was to make it consistent with the current hours businesses with ABC permits were able to sell alcohol. As a business owner, they were ultimately responsible for their consumers. If someone takes an approved social district cup and refills it in a parking lot, then the business assumes the risk not the Town.

Mayor Pro-Tem Dunn questioned if the hours of the social district could be modified. Ms. Edwards responded that the goal was to have consistent hours to make it easier to manage, but the Council could modify the hours.

Councilman Wood clarified his original question about security in the social district. He questioned if a dedicated officer would be required in the social district for events. Ms. Edwards responded that for any event whereby alcohol was served, security was required.

Councilman Wood stated he would not like for alcohol to be served during the Ham and Yam Festival since it was a family event. Ms. Edwards responded that for the Ham and Yam Festival, they could consider doing a beer/wine garden that was cordoned off from the other attraction and monitored by security.

Mayor Moore questioned how many establishments within the social district currently had ABC permits. Ms. Edwards responded there were six businesses within the social district that had ABC permits.

Councilman Barbour provided data from the UNC Injury Prevention Research Center concerning social districts. He read the following excerpt

“Over time these alcohol social districts may also indirectly impact other alcohol environment dynamics, including: increasing outlet density, expanding hours of sale, more alcohol promotions, and increasing exposure of youth and adults to advertising and cultural normalization of alcohol use. Why should we care? Changes to alcohol policy can have real, measurable public health impacts. Seemingly “small” changes - like increasing hours of sale, advertising, or adding a few more alcohol selling businesses in an area – have been measured as negatively impacting alcohol-related car crashes, chronic diseases, violent crime, and deaths, largely through the pathway of enabling easier excessive alcohol consumption of adults and youth. These health impacts also have huge social costs. Alcohol costs North Carolina over \$7 billion dollars at the last estimate in lost productivity, healthcare costs, criminal justice expenses, and motor vehicle crash costs. Although considered a motivation for alcohol social district development, increased business revenue and downtown foot traffic may not offset the enforcement and public health costs of expanding access to alcohol. The Center for Disease Control and Prevention Community Guide 1 summarizes the researched impacts of alcohol laws and policies on health. There is little known (yet) on the impact of social alcohol districts by name. However, breaking social alcohol districts down into their direct and indirect impacts, here’s what we know: Increased alcohol outlet density negatively impacts health. Social districts may promote new alcohol-centered businesses, increasing outlet density. Increased hours of sale (such as adding happy hours) negatively impact health. This includes independent efforts to expand happy hours, and any downstream impacts to promote alcohol sales by expanding hours in social districts. Price discounts and promotions negatively impact health. These make it easier to purchase larger quantities of alcohol at the same time. Youth are sensitive to alcohol advertising, normalizing, and exposure. Proximity of social districts to schools and teen social areas can negatively impact youth drinking behaviors. Increasing excessive alcohol consumption has a high social cost. While proponents of social alcohol districts may claim it will increase local business or tax revenue, that is yet to be shown. However, it is known that alcohol-related harms cost local NC communities over 10 billion each year. People in recovery can be particularly sensitive to increased promotion and normalization of drinking. Alcohol related harms and policies often disproportionately impact Black, Indigenous, and People of Color (BIPOC) communities.”

Councilman Barbour explained that while everyone was speaking about the positives of establishing a social district, no one was speaking about the negatives.

Councilman Lee questioned why the Town of Clayton who currently has a vibrant downtown has not established a social district. He further questioned how establishing a social district would increase the economic development of the downtown. He further expressed his concerns about traffic on Market Street and the potential hazard of those partaking in the social district. He questioned who would be policing those people that didn’t adhere to the rules and regulations of the social district. Ms. Edwards responded that it was the responsibility of the business owner to make sure they are not overserving or serving someone who was intoxicated. She further responded that the Town of Clayton was considering establishing a social district. The DSDC will follow the examples of many successful cities to ensure that the social district was not detrimental to the downtown area.

Mayor Pro-Tem Dunn questioned if the DSDC had received any feedback from the businesses that do not currently sell alcohol. Ms. Edwards responded that she spoke with all the businesses on Market Street and did not receive any negative feedback.

Mayor Pro-Tem Dunn further questioned how difficult it would be to expand the social district or amend the days and/or hours of the social district. Ms. Edwards responded there were not any plans to expand the district because once you pass Fourth Street, it did not make sense for the social district to go any farther.

Mayor Pro-Tem Dunn questioned why North Third Street was included in the proposed district. Ms. Edwards responded that area was included because of the potential for businesses in that area. He further questioned if the parking lot behind the library was included in the social district. Ms. Edwards responded it would not be included.

Councilman Stevens stated the point of the social district was to get more people downtown and get them to stay downtown. The businesses needed the support of foot traffic in downtown.

Mayor Pro-Tem Dunn suggested amending the days and/or hours of the social district. It was suggested that the hours could be 12 pm until 10 pm instead of 10 am until 10 pm. He further suggested a more conservative plan as a trial period.

Mayor Moore explained to the Council that since this was considered the first reading of the ordinance, the motion to approve would have to pass by a 2/3 majority of the Council; therefore, five votes in the affirmative would be needed to adopt the ordinance.

Councilman Stevens questioned if the ordinance was not adopted at this meeting, would it not be brought back for consideration. Mayor Moore responded that it could be brought back for consideration and would only need a simple majority to adopt the ordinance.

Councilman Stevens made a motion, seconded by Councilman Wood, to adopt Ordinance No. 518-2023 creating a social district with the amended hours of 12 pm until 10 pm. Councilman Stevens, Councilman Wood, Mayor Pro-Tem Dunn and Councilman Rabil voted in favor of the motion. Councilman Lee and Councilman Barbour voted against the motion. Motion failed.

Since this was the first reading of the ordinance a 2/3 majority of the Council was needed which equated to five members voting in the affirmative. Motion failed due to only four members voting in the affirmative.

2. Discussion concerning trash services for the downtown area

Town Manager Michael Scott addressed the Council on the issue of trash in the downtown area. He explained that at some point in history, it has been reported there were discussions between the downtown businesses and government leaders permitting businesses in the 100 block of South Third Street and the 200 and 300 blocks of Market Street to set their trash products on the sidewalk or inside the pedestrian cans for no charge pick-up. This may have occurred during the last street scape project when the power lines were buried in the downtown area. History has clouded this issue and the Town has no council meeting minutes it can locate regarding this matter.

The trash has become out of control and was creating a nuisance in this area of downtown and the matter requires formal changes. Staff was recommending that businesses in this area be permitted to become sanitation customers at a cost, and within the requirements of, what is approved in the fee schedule each year. Back door pick-up however would not be available at these locations. Participating businesses would be required to bring their trash cans to the curb the morning or prior evening of their trash day and return their cans to behind their businesses following morning pick-up. All materials must be in a designated receptacle. All other materials, such as construction debris, plastic, appliances, furniture, yard debris, hazardous materials, grease, or electronic equipment must be disposed of by other means and was the responsibility of the business owner. Participating businesses would not be charged the yard waste fee.

Leaving business trash, such as bags and boxes outside a designated trash receptacle would become unlawful and would be considered littering.

Businesses would not be required to use Town services and would be permitted to have a dumpster from a private sanitation company or receptacle pick-up from a private sanitation company, as long as trash receptacles are not left on the street or sidewalk during normal business hours or on the weekends from 8:00 am to 5:00 pm. New customers would be required to sign-up for this service and would be invoiced as part of their monthly utility billing.

The Town Manager stated staff believed they could manage these new sanitation customers. Some of the pedestrian trash can could be removed from the middle of the blocks making it less likely for the businesses to use the cans or new cans could be purchased with secured lids.

Mayor Pro-Tem Dunn stated that if only two businesses were using the sidewalk trash cans then they should be informed that practice was no longer permitted. The Town Manager responded the businesses using the sidewalk cans believe they are allowed to use them for their business.

Councilman Stevens questioned if there was adequate storage for the trash can behind the businesses. The Town Manager responded that he and Public Works Director Lawrence Davis walked the area to determine if there was adequate storage and there was.

Mayor Moore questioned if the trash would be collected once a week. The Town Manager responded it would be collected once a week. The businesses would have the option to have more than one trash can, but they would be charged for each can.

Mayor Pro-Tem Dunn asked if the Town Manager envisioned this would be an issue for other commercial businesses in the downtown area since the same service was not being offered to all commercial businesses. The Town Manager responded staff was only trying to deal with the businesses that felt they were awarded some type of benefit from a previous counsel. If you weren't one of those businesses, the Town was not going to offer trash services to other commercial businesses. Staff was trying to solve a problem in the downtown area.

Mayor Moore stated he was forwarded some photos of the trash cans and the area was becoming unsightly.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to permit sanitation services to businesses downtown that face the 200 and 300 blocks of Market Street and the 100 block of South Third Street rather than leave their trash product on the sidewalk or in the pedestrian cans. Unanimously approved.

3. Consideration and request for approval to adopt Ordinance No. 517-2023 repealing and enacting speed limits on NC 210 in Smithfield

Planning Director Stephen Wensman addressed the Council on a request to adopt Ordinance No. 517-2023 for speed limits in the Town. Mr. Wensman explained at the August Town Council meeting, the Council asked Staff to request a speed limit change on West Market Street between the Neuse River Bridge and NC Highway 210 from 45 miles per hour to 35 miles per hour. The NCDOT reviewed the issue and agreed to the change.

The ordinance repeals the 45 MPH speed limit between the Neuse River Bridge and M. Durwood Stephenson Parkway and replaces it with a 45 MPH speed limit from the NC Highway 210 to M. Durwood Stephenson Parkway, the remainder of West Market Street between NC Highway 210 and the Neuse River Bridge therefore defaults to the local speed limit of 35 MPH.

The Council needed to adopt the attached ordinances to make the reduced speed limit changes effective.

Mayor Moore questioned if the speed limit would be reduced from 45 mph to 35 mph from Marin Woods subdivision on NC 210 to the Neuse River Bridge. Mr. Wensman stated that was correct.

Councilman Barbour made a motion, seconded by Councilman Wood, to adopt Ordinance No.

517-2023. Unanimously approved.

TOWN OF SMITHFIELD
ORDINANCE NO. 517-2023

AN ORDINANCE CONCURRING WITH THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION FOR SPEED LIMIT REVISIONS INSIDE THE CORPORATE LIMITS OF
SMITHFIELD, NORTH CAROLINA

WHEREAS, the Town of Smithfield requested from the North Carolina Department of Transportation for the approval of certification ordinance implementing speed limit modifications on certain state roads within the Corporate Limits; and

WHEREAS, the Town and the State must concur in this action to modify the speed limits on any state highway located within the limits of the town; and

WHEREAS, the Town Council desires to cooperate with the Department of Transportation in the designation of speed limit modifications as requested.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, NORTH CAROLINA:

Section 1. Based upon the authority granted by GS 20-141(f), the speed zone modifications proposed by the Department of Transportation (DOT) are hereby approved as follows:

DECLARE THE FOLLOWING SPEED LIMITS ON NC 210

Speed Limit	Route	Description
35 MPH	NC 210	Between 0.18 mile east of SR 1010 and US 70.

RESCIND THE FOLLOWING SPEED LIMITS ON NC 210

Speed Limit	Route	Description
45 MPH	NC 210	NC 210 from a point 0.18 mile east of SR 1010, eastward for 1.12 mile in Smithfield

Section 2.

DECLARE THE FOLLOWING SPEED LIMITS ON US 70 Business

Speed Limit	Route	Description
45 MPH	US 70 BUS.	Between 0.28 mile east of SR 1969 and NC 210

RESCIND THE FOLLOWING SPEED LIMITS ON US 70 Business

Speed Limit	Route	Description
45 MPH	US 70 BUS.	From a point 0.28 mile east of SR 1969, eastward to a point 0.50 mile east of NC210

Section 3. The Town Clerk is hereby authorized and directed to cause this Ordinance, and the attached DOT ordinance certifications as ATTACHMENTS A - D, to be certified and forwarded to the Department of Transportation for its use and files for purposes effectuating the stated speed zone modifications.

Section 4. The Town Manager or his designees are hereby authorized to execute the applicable documents associated with this ordinance.

Section 5. This ordinance shall become effective upon its adoption and approval both by Town and Department of Transportation.

4. Consideration and request for approval to restructure the Police Department by adding a Deputy Chief position and eliminating the vacant Captain Position

Mayor Moore stated this item was removed from the consent agenda at the request of Councilman Lee.

Councilman Lee questioned if the Police Department ever had a Deputy Chief position. Town Manager Michael Scott responded the department has never had this position.

Councilman Lee further questioned if the Chief had someone in mind for the newly created position. Chief of Police Pete Hendrick responded that in his short time with the Police Department he has been encouraged. He stated that while they were down a significant amount of manpower, there were good men and women that remained with the agency. He stated he was going to concentrate on hiring quality people quickly. Having a Deputy Chief with experience enabled him to be able to concentrate on hiring qualified candidates. He further stated this was a common practice.

Councilman Barbour made a motion, seconded by Councilman Lee, to approve the restructuring of the Police Department by adding a Deputy Chief position and eliminating the vacant Captain position. Unanimously approve.

Councilmembers Comments:

- Councilman Barbour informed the Council that the Third Annual Drone Fly In event would be held in October. He encouraged everyone to attend.
- Councilman Lee expressed his appreciation to the Town Manager and the Planning Department for adding Smithfield Selma High School's request for a Homecoming Parade to the agenda. He encouraged all alumni to participate or help in any way. Councilman Lee stated he was informed by a resident who participated in the CDBG Housing rehabilitation program that she was treated unprofessionally by members of Town staff. He requested that Skip Green attend the October meeting to provide an update on the project.
- Mayor Pro-Tem Dunn welcomed the Chief of Police to Smithfield and looked forward to working with him. Mayor Pro-Tem Dunn stated the area on Buffalo Road near the soccer park was unsightly. He questioned in NCDOT was responsible for maintaining the grass in the area. Mayor Pro-Tem Dunn further stated that there was empty space on the back sides of the pedestal Wayfinding signs. He questioned if something could be done to enhance that side of the sign. The Town Manager responded that he could take this suggestion to the Wayfinding sign committee.

Town Manager's Report:

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

- With the anticipated increase in temperatures this week, we are leaving the splash pad open until such time as the temperatures cool. The splash pad was scheduled to close for the season on Labor Day.
- The lights included in this year's budget for the dog park have been constructed and are operational. The remaining items in the budget for the dog park will be constructed this fall.
- Smithfield Selma Highschool will be holding their 9-11 memorial service event this year on September 11th. The time is uncertain, however traditionally the time has been 7:30 am.
- All fall Parks and Rec sports are scheduled to begin this week. The Fall swim program also begins this week.

Closed Session: Pursuant to NCGS 143-318.11 (a) (3) & (6)

Councilman Barbour made a motion, seconded by Councilman Stevens, to go into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 9:14 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Councilman Wood, to reconvene the meeting in Open Session. Unanimously approved at approximately 10:20 pm

No action taken following the Closed Session.

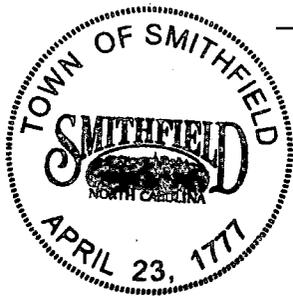
Adjourn

Councilman Barbour made a motion, seconded by Councilman Wood, to adjourn the meeting. The meeting adjourned at approximately 10:21 pm.


 M. Andy Moore, Mayor

ATTEST:

 Shannan L. Parrish, Town Clerk



**TOWN OF SMITHFIELD
ORDINANCE NO. 518-2023**

**TO AMEND CHAPTER 17 OF THE TOWN OF SMITHFIELD CODE OF
ORDINANCES: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES TO ALLOW
FOR A SOCIAL DISTRICT**

WHEREAS, N.C.G.S. 160A-205.4 authorizes local governments to create and designate one or more “social districts” under N.C.G.S § 18B-300.1 within their jurisdictions; and

WHEREAS, a “social district” under N.C.G.S § 18B-300.1 is “a defined outdoor area in which a person may consume alcoholic beverages sold by” businesses holding one or more permits issued by the Alcoholic Beverage Commission; and

WHEREAS, local business owners within Downtown Smithfield have expressed interest in creating a social district to aid in economic development and downtown revitalization, and

WHEREAS, the Downtown Smithfield Social District shall be created and managed by the Town of Smithfield; and

WHEREAS, the Town of Smithfield desires to limit its social district to a walkable geographic area in the downtown where local restaurants and bars can sell alcoholic beverages to be consumed throughout the district, subject to certain rules and limitations; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina, that it does hereby adopt and approve the Ordinance amending Section 17-7 “Alcohol Consumption on Public Property” and creating section 17-8 “Social District” as follows:

(All new language is denoted in red)

Section 17-7 is written as follows:

Sec. 17-7. - Alcohol consumption on public property.

Except as permitted in the Downtown Social District in Section 17-8 below, it shall be illegal to sell, serve, or otherwise consume any alcoholic beverage on any property or rights-of-way or other area owned or in the possession of the Town of Smithfield unless the town specifically authorizes such by the issuance of a special events permit and such conduct is not otherwise prohibited by law. Upon the filing of a special events application with the town's planning department, the Smithfield Town Council shall consider the approval of a special events permit at the first meeting that is more than two (2) weeks after the filing of the application. The town council shall consider the nature, location, time,

impact of adjoining properties, parking availability, and public health and safety factors when considering the issuance of a special events permit. The town council shall authorize the permit only if the event is compatible with the proposed time and location according to the factors in the preceding sentence. The town will issue a special event permit upon the following procedure and subject to the following conditions:

(1) This section applies only to the downtown business district, defined, for the purpose of this section, as the properties and areas between and including Fifth Street to Front Street and Bridge Street to Johnston Street in Smithfield, North Carolina.

(2) The event coordinator applies for and is issued a special events permit from the town. Upon approval by the town council, the city manager is authorized to issue the permit upon compliance with the applicable requirements of this section and state law.

(3) The event coordinator applies for and has been issued all necessary health department and ABC licenses and permits as required by law.

(4) The permit issued by the town clearly states and defines the area for which the alcoholic beverages may be sold or served and the boundaries of the area are clearly delineated in the application and the times of the event. No event shall continue past 12:00 a.m. The event coordinator is responsible for providing waiters or servers for the beverages so that those consuming the same are not serving themselves. The application must specify the location of the event with a drawing of sufficient detail for the town to locate the boundaries of the event on the ground. Before commencement of the event, the event coordinator must have visibly roped or ribboned boundaries surrounding the event area. Signs will be visible at all exit points that it is unlawful to remove alcoholic beverages in open and unsealed containers from the premises. **If the event is held entirely within the boundaries of the Downtown Smithfield Social District, it is at the discretion of the Chief of Police to determine if rope/ribbon boundaries surrounding an event area or signs at exits are required.**

(5) The application must specify in the drawing the location of all tables, chairs, signs and other furnishings during the event. The event coordinator must remove such personally within two (2) hours after the event closes and may not install the items until twelve (12) hours before the event. If such items are not removed within two (2) hours after the event, the town shall have the right to remove such items that will become upon removal the property of the town and subject to discard as trash.

(6) The event coordinator is responsible for maintaining decorum and order and shall provide adequate security staff. A security plan will be presented to the chief of police

prior to approval of a permit. The chief of police will then forward his/her approval/recommendations to the city manager for consideration.

(7) The area on town property where alcoholic beverages are proposed to be served or sold must not restrict access or interfere with the operation of any business in the immediate vicinity.

(8) All alcohol shall be poured into or otherwise consumed from non-breakable cups or shatterproof glasses. **If the event is held within the boundaries of the Downtown Smithfield Social District, the containers must meet the requirements as outlined in Section 17-8.** All empty bottles or cans shall be handled and stored in such a manner as not to be broken or left on town property. The event coordinator shall be responsible for the complete cleanup of the event area and shall have all trash or debris collected and removed from the area immediately following the end of the event.

(9) The event coordinator must possess or secure for the special event liability insurance with liquor or alcoholic beverage coverage with minimum limits of one million dollars (\$1,000,000.00) per claimant and with aggregate coverage of not less than three million dollars (\$3,000,000.00). When the event is conducted on a town property or right-of-way, the town shall be identified as an additional insured on the referenced insurance policy. The event coordinator shall also agree to hold harmless and indemnify the Town of Smithfield from any liability arising from the event.

(10) Violation of any of the terms and conditions of the permit will entitle the town to immediately terminate the permit and order the immediate disbandment of all persons, as well as serve as a possible prohibition for future special event permitting for the event coordinator.

(11) The event coordinator must assume full personal responsibility in the written application for the reasonable operation of the event and agrees to indemnify town from any reasonably foreseeable damage to the town or third parties.

(12) The event coordinator shall not allow any permanent alteration or encroachment on property owned or possessed by the town. The event coordinator will be responsible for repairing any incidental damage to town property from the event.

(13) The event coordinator shall post a five-hundred-dollar (\$500.00) cash bond with the town as security for the faithful management of the event and the obligation of the event coordinator to take reasonable measures to prevent damage to town property or to third parties.

- (14) A permit may be denied if it is found that the granting of the permit would not be in the public interest, lack of harmony of the event as planned with the neighborhood at the time requested; or
- (15) The city manager or his designee may revoke a permit issued pursuant to this section, if he finds that the event coordinator has:
- a. Deliberately misrepresented or provided false information in the permit application;
 - b. Violated any provision of this Code;
 - c. Violated any law, regulation or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances;
 - d. Operated the event or prior events in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety or welfare, specifically including failure to keep the sidewalk cafe area clean and free of refuse; and/or
 - e. Failed to maintain any health, business or other permit or license required by law for the operation of a business. Before the revocation of a permit, the city manager shall notify the permit holder of his intent to revoke the permit and the reasons therefore and shall afford the permit holder an immediate opportunity to appear and be heard on the question of such revocation.
 - f. The town must protect its properties from perceived emergencies and thus the town may within its sole discretion in extraordinary circumstances cancel the event and remove event property at any time without notice and without justifying cause. While this may be harsh, any applicant agrees to this condition.
- (16) Permits issued in accordance with the provisions of this section shall:
- a. Be issued separately for each event;
 - b. Not be transferable or assignable.

Sec. 17-8. - Social District.

Pursuant to the provisions of North Carolina Statute 160A-205.4, one or more social districts may be created within the municipal limits of the Town of Smithfield. The Downtown Smithfield Social District shall be created, designated and managed in accordance with the requirements contained in N.C.G.S. 160A-205.4. The boundaries of the Downtown Smithfield Social District are designated as shown on the map contained within the Downtown Smithfield Social District Management and Maintenance Plan, which is available in Town Hall and on the Town's website.

- (a) Definitions. The following definitions shall apply in this section:

- (1) Social District. A defined outdoor area in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee’s licensed premise, or an extended area allowed under N.C.G.S. 18B-904(h).
 - (2) Permittee. A person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under N.C.G.S. 18B-200:
 - (i) An on-premises malt beverage permit issued pursuant to N.C.G.S. 18B-1001(1).
 - (ii) An on-premises unfortified wine permit issued pursuant to N.C.G.S. 18B-1001(3).
 - (iii) An on-premises fortified wine permit issue pursuant to N.C.G.S. 18B-1001(5).
 - (iv) A mixed beverages permit issued pursuant to N.C.G.S. 18B-1001(10).
 - (v) A distillery permit issued pursuant to N.C.G.S. 18B-1001(5).
- (b) Application.
- (1) The provisions and terms contained in Section 17-8 shall be applicable between the hours of 12:00 pm and 10:00 p.m., Monday through Saturday. At all other times, the provisions and terms contained in this Article are not in effect and all provisions of State and local laws concerning the possession and consumption of alcohol shall be in full force and effect.
 - (2) Any alcoholic beverage purchased for consumption in the Downtown Smithfield Social District shall:
 - (i) Only be consumed in the Downtown Smithfield Social District.
 - (ii) Be disposed of before the person in possession of the alcoholic beverage exits the Downtown Smithfield Social District.
 - (iii) Establishments within the Downtown Smithfield Social District may opt-out of allowing alcoholic beverages purchased within the Social District to be brought into their establishments.
- (c) Requirements for the Sale of Alcoholic Beverages.
- (1) A permittee located in or contiguous to the Downtown Smithfield Social District may sell alcoholic beverages for consumption within the Downtown Smithfield Social District it is located in or contiguous to in accordance with the following requirements:
 - (i) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
 - (ii) The permittee shall only sell alcoholic beverages for consumption in the Downtown Smithfield Social District that meets all of the following requirements:
 - a) The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - b) The container clearly displays a logo or some other mark that is unique to the Downtown Smithfield Social District.
 - c) The container is not comprised of glass.
 - d) The container displays, in no less than 12-point font, the statement, “Drink Responsibly - Be 21.”
 - e) The container shall not hold more than 16 fluid ounces.

- (iii) Nothing in this section shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in N.C.G.S. 18B-1010.
- (d) Requirements for Possession and Consumption of Alcoholic Beverages.
 - (1) Only alcoholic beverages purchased from a permittee located in or contiguous to the Downtown Smithfield Social District may be possessed and consumed.
 - (2) Alcoholic beverages shall only be in containers meeting the requirements set forth in this section.
 - (3) Alcoholic beverages shall only be possessed and consumed within the boundaries of the Downtown Smithfield Social District during the days and hours set forth in this section.
 - (4) Nothing in this section shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in N.C.G.S. 18B-1010.
 - (5) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the Downtown Smithfield Social District.
- (e) Requirements for the Sale and Serving of Alcoholic Beverages at Special Events.
 - (1) The NC ABC Commission may issue special one-time permits to a nonprofit organization to allow the retail sale of malt beverages, unfortified wine, fortified wine, or to allow brown bagging, at a single fund-raising event of that organization.
 - (i) Events issued special one-time permits from the NC ABC Commission must meet the requirements set forth in Section 17-7.
 - (2) Alcoholic beverage drinks may be sold or served by permittees holding a winery special event permit, malt beverage special event permit, or spirituous liquor special event permit at special events taking place in the Downtown Smithfield Social District. A permittee holding a mixed beverages catering permit may serve spirituous liquor to guests at events taking place in a social district.
 - (3) Holders of special one-time permits, winery special event permits, malt beverage special event permits, spirituous liquor special event permits, and mixed beverages catering permits will be required to purchase Social District containers meeting the requirements set forth in this section from the Downtown Smithfield Development Corporation, and affix a sticker to each container sold to a customer that identifies from where the alcoholic beverage was purchased.

Adopted by a motion made by Councilman _____, seconded by Councilman _____ and approved by a vote of _____ in favor and _____ against.

Adopted this the _____ day of _____, 2024.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish
Town Clerk

DRAFT

SOCIAL DISTRICTS

Downtown Smithfield Development Corporation

WHAT WE'LL DISCUSS TODAY

What is a Social District?

Social District Requirements

Proposed Downtown Smithfield Social District

LEGISLATIVE AUTHORITY

House Bill 890 (September 2021) & House Bill 211 (July 2022)

Under G.S. 160A-205.4, a city may adopt an ordinance designating an area within the municipal limits as a social district.

Once created, a local government may also eliminate a social district by ordinance.

Since the passage of the enabling legislation, more than 30 municipalities have created social districts. Some communities have expanded their social districts based on the positive impacts on economic development, responsible action by participants, and increased foot traffic.

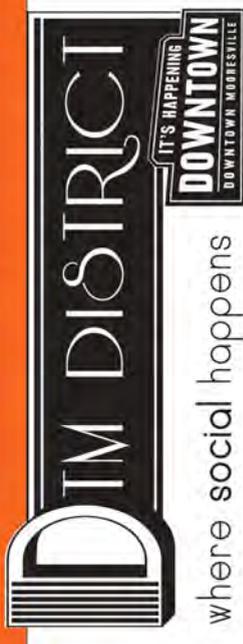
No municipality has eliminated a social district, and no municipalities have reported negative impacts.

SOCIAL DISTRICT REQUIREMENTS

Social districts must be clearly defined, and signage must be posted in conspicuous locations indicating:

- The geographic area included in the social district
- The days and hours during which alcoholic beverages can be consumed in the social district
- The telephone number for the ALE Division and Local Law Enforcement with jurisdiction over the social district.
- A clear statement that an alcoholic beverage purchased for consumption in a social district shall:
 - only be consumed within the social district and
 - be disposed of before the person possessing the alcoholic beverage exits the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased.

WELCOME! ENTERING THE



PLEASE ENJOY RESPONSIBLY

THE DTM SOCIAL DISTRICT
IS IN EFFECT 7 DAYS A WEEK
FROM NOON TO 10PM

ALCOHOLIC BEVERAGES PURCHASED IN THE SOCIAL DISTRICT MUST BE CONSUMED OR DISPOSED OF BEFORE LEAVING THE SOCIAL DISTRICT. FOR MAP & ALL GUIDELINES, PLEASE SCAN:



Concerns, please contact:
NC ALE District VII office - 828-294-2226
Mooreville Police Dept. - 704-664-3311

Need Help with Addiction?
Contact: Drug-Alcohol Coalition
of Iredell - 704-448-3848

WHAT IS A SOCIAL DISTRICT?

A social district is a defined area in which a person may consume alcoholic beverages sold by an ABC permittee within the social district.

A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government in creating the social district.

A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments as well as public streets, crosswalks, or parking areas whether the streets or parking areas are closed to vehicle traffic.

SOCIAL DISTRICT REQUIREMENTS

Social districts are only allowed to operate during hours defined under G.S. 18B-1004:

- From 7:00 am until 2:00 am Monday - Saturday; and
- From Noon until 2:00 am on Sunday
 - If the local government has allowed for earlier Sunday sales, a social district may operate beginning at 10:00 am on Sunday

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The local government can set the hours of the social district according to their community's needs.

The local government may establish guidelines in their social district allowing for suspension of regular days and hours of alcohol consumption in all or part of a social district during events that require special event ABC permits.

SOCIAL DISTRICT REQUIREMENTS

A local government creating a social district is required to establish management and maintenance plans for the social district and post these plans, along with a drawing of the boundaries and the applicable days and hours of the social district, on the local government's website. A social district must be maintained in a manner that protects the health and safety of the general public.

219

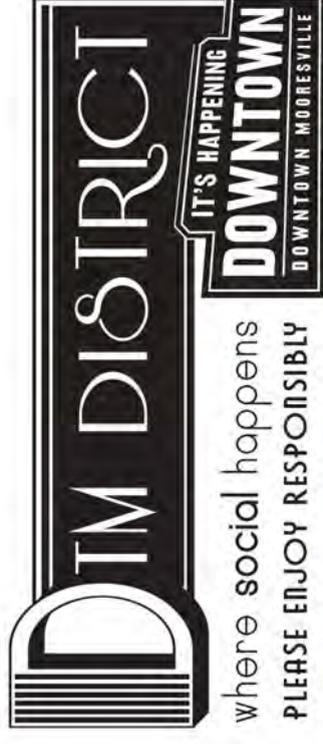
A local government can delegate the management and maintenance of the social district to a private entity, such as a downtown development organization.

SOCIAL DISTRICT REQUIREMENTS

A local government is required to develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district.

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- A non-permittee participating in the social district and allowing alcohol on their premises is required to always display the uniform sign during the times when the social district is active.
- A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign.



PURCHASED BEVERAGES
allowed inside this business



Please be responsible for your behavior. Scan code for a complete list of all DTM Social District rules and regulations.

SOCIAL DISTRICT REQUIREMENTS

A local government may adopt an ordinance that allows consumers to bring an alcoholic beverage purchased at one ABC permittee onto the premises of another ABC permittee.

A local government must submit to the North Carolina Alcoholic Beverage Control (ABC) Commission a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed.

NC ABC Commission Social District Registration Link:

<https://portal.abc.nc.gov/Web%20Documents/Sections/Permits/General%20Forms/Social%20District%20Registration%20Form.pdf>

WHO CAN SELL ALCOHOL IN A SOCIAL DISTRICT?

A business holding any of the following ABC permits may sell alcohol to be consumed in a social district:

- On-premises malt beverage permit
- On-premises unfortified wine permit
- On-premises fortified wine permit
- Mixed beverages permit
- Distillery permit
- Wine shop permittee

Special event permit holders: winery, malt beverage, spirituous liquor

Special one-time permits: The ABC Commission may issue special one-time permits for events occurring on premises located partially or entirely within the social district. This allows the DSDC and other organizations to host events where alcohol is sold by other entities as provided for in Town of Smithfield ordinance Section 17.7

REQUIREMENTS FOR PERMITTEES TO SELL ALCOHOL WITHIN A SOCIAL DISTRICT

An ABC permittee must be located in or contiguous to the social district in which it is selling alcohol to be consumed.

The ABC permittee is only allowed to sell and serve alcoholic beverages on its licensed premises (within the property and on adjacent sidewalk, not down the street).



Please be responsible for your behavior. Scan code for a complete list of all DTM Social District rules and regulations.

REQUIREMENTS FOR PERMITTEES TO SELL ALCOHOL WITHIN A SOCIAL DISTRICT

Alcoholic beverages sold to be consumed in a social district must be sold in a container that meets all the following requirements:

- The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased
- The container clearly displays a logo or mark that is unique to the social district in which it will be consumed.
- The container is not made of glass.
- The container displays, in no less than 12-point font, the statement, "Drink Responsibly - Be 21."
- The container cannot hold more than sixteen fluid ounces.

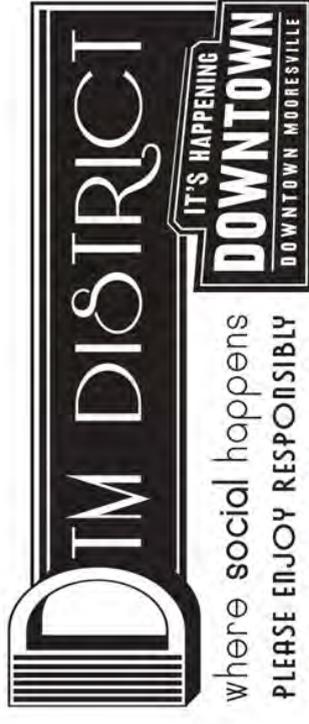


REQUIREMENTS FOR NON-PERMITTEES TO PARTICIPATE

A participating non-permittee business is required to always display the uniform sign during the times when the social district is active as to whether the business allows for patrons to enter their business with alcohol.

All participating non-permittee businesses are required to clearly post signage on any exits that do not open onto the social district indicating that alcoholic beverages may not be taken past that point.

During the days and hours when the social district is active, a participating non-permittee business is required to allow law enforcement officers access to the areas of the premises accessible by a customer.



where social happens
PLEASE ENJOY RESPONSIBLY



PURCHASED BEVERAGES
allowed inside this business

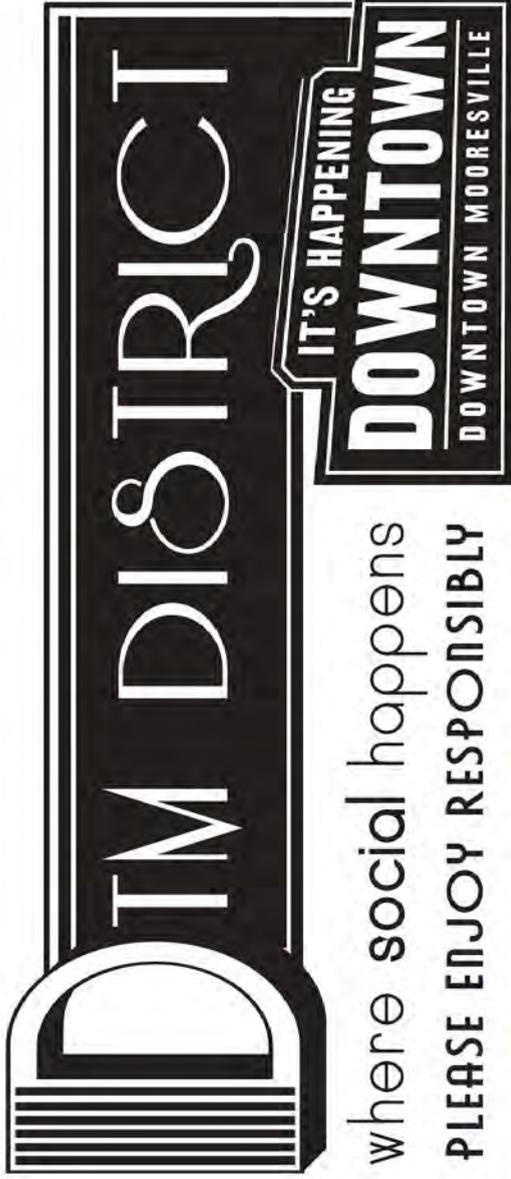
Please be responsible for your behavior. Scan code for a complete list of all DTM Social District rules and regulations.



OPTING OUT OF THE SOCIAL DISTRICT

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Any business has the option to participate, or not, in allowing customers with beverages to enter their premises.



NO BEVERAGES
allowed inside this business

Please be responsible for your behavior. Scan code for a complete list of all DTM Social District rules and regulations.



REQUIREMENTS FOR CUSTOMERS

A person can only possess and consume alcoholic beverages purchased from an ABC permittee located in, or contiguous to, the social district. A person cannot bring their own personal beer or wine into the social district for consumption.

A person, including a customer who is in possession of an open container of an alcoholic beverage, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law.

Any alcoholic beverages consumed in the social district must be consumed from the required container as previously described, and cannot be poured into another container.

Alcoholic beverages shall only be possessed and consumed in the social district during the days and hours set by the city.

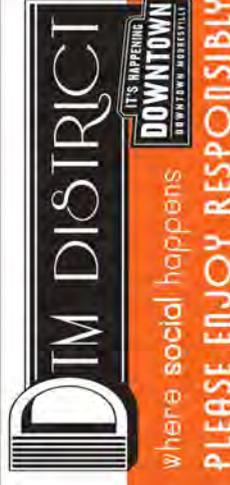
Alcoholic beverages may only be taken into businesses that have signage indicating that alcoholic beverages are allowed in their business.

REQUIREMENTS FOR CUSTOMERS

The sale and delivery in a social district is subject to the same limitations for sales and deliveries of alcohol in North Carolina:

- No more than two malt beverages or wine drinks at one time to a single patron
- No more than one mixed beverage or spiritous liquor drink at one time to a single patron

A person is required to dispose of any alcoholic beverage in the person's possession prior to exiting the social district.



DO'S

- Purchase your beverages ONLY from permitted businesses.
- Please enjoy your beverages ONLY within the DTM Social District boundaries.
- Be responsible for your behavior. Follow all rules associated with DTM Social District.
- When enjoying your Social District beverages, please only enter businesses with signage that permits alcoholic beverages and stay within the DTM Social District.
- Scan code for a complete list of all DTM Social District rules and regulations.



DONT'S

- Bring your own alcohol.
- Bring or refill your own cups.
- Take any alcoholic beverages outside of the designated DTM Social District zone. Boundaries are designated by signage, and a map can also be found online. (Scan QR code for direct link)



- Take any alcoholic beverage into another bar, restaurant, or other ABC licensed establishment.
- Assume that every business located within the DTM Social District zone participates. Please check for appropriate signage.

WHAT A SOCIAL DISTRICT IS NOT...

Does not create a right to break laws

**Does not encourage people to be drunk in public
or over consume**

Does not encourage underage drinking

Does not allow people to bring their own alcohol

Bourbon Street

CURRENT ALCOHOL REGULATION LAWS STILL APPLY!

NEARBY SOCIAL DISTRICTS

Johnston County

- Selma

Wilson County

- Wilson

Wake County

- Garner
- Wendell
- Raleigh (expanded August 15, 2023)
- Cary



CREATING A DOWNTOWN SMITHFIELD SOCIAL DISTRICT

Downtown Smithfield Development Corporation

WHY A SOCIAL DISTRICT?

A social district is an economic development tool that encourages people to extend their stay in our downtown.

Additional foot traffic downtown improves safety and has a positive economic impact on our small businesses.

A social district is another amenity to encourage people to visit our downtown.



OBSERVATIONS FROM AROUND NC

"We are in negotiations with three new businesses that are all interested in Norwood because of the social district." -Robin Davis, Norwood CBD Group President

"I meet regularly with our police department's patrol staff, we have an officer stationed downtown and we haven't had any issues with security. All the feedback has been great."

-David Leonetti, Hickory Business Services and Redevelopment Manager

"The social district has increased sales and has led to new sales that would not have otherwise occurred. That was part of the intention, was to help businesses that have been deeply affected over the last three years in downtown. The social district has accomplished that." -Bill King, Downtown Raleigh Alliance President and CEO

"There have been no known issues associated with noise, crime or disturbances as a result of the social district. There's been no need for dedicated additional law enforcement to maintain the district." -Whitney Schoenfeld, City of Raleigh Emergency Management and Special Events Coordinator

RECOMMENDATION

Social District Hours:

12:00 pm until 10:00pm Monday-Sunday

Boundaries:

Generally, the downtown core:

Market Street between the Neuse River and Fourth Street

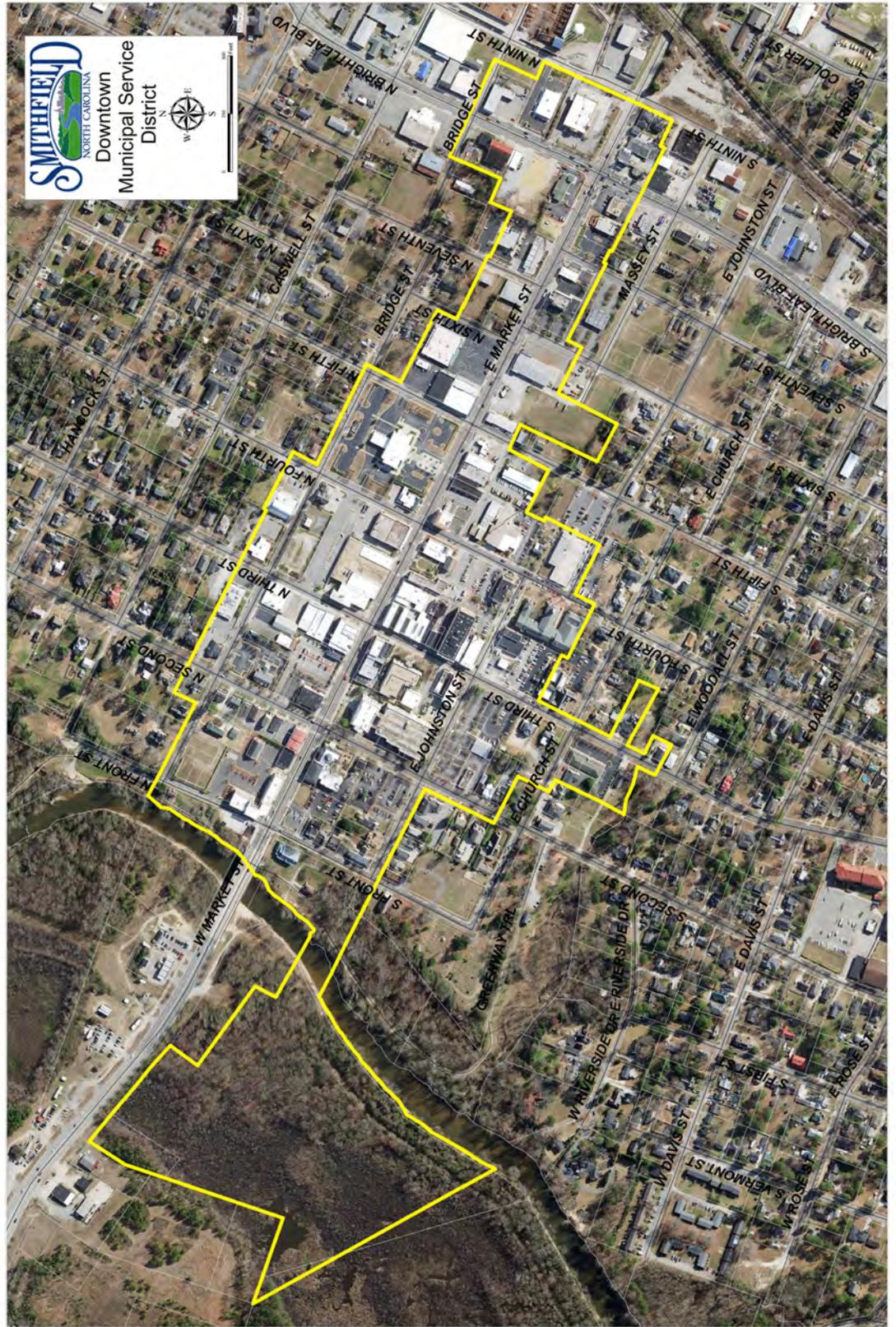
100 Block S. Front St and N. Front St to include the property at 101 W Market Street and it's corresponding designated parking lot

100 Block N. Second Street

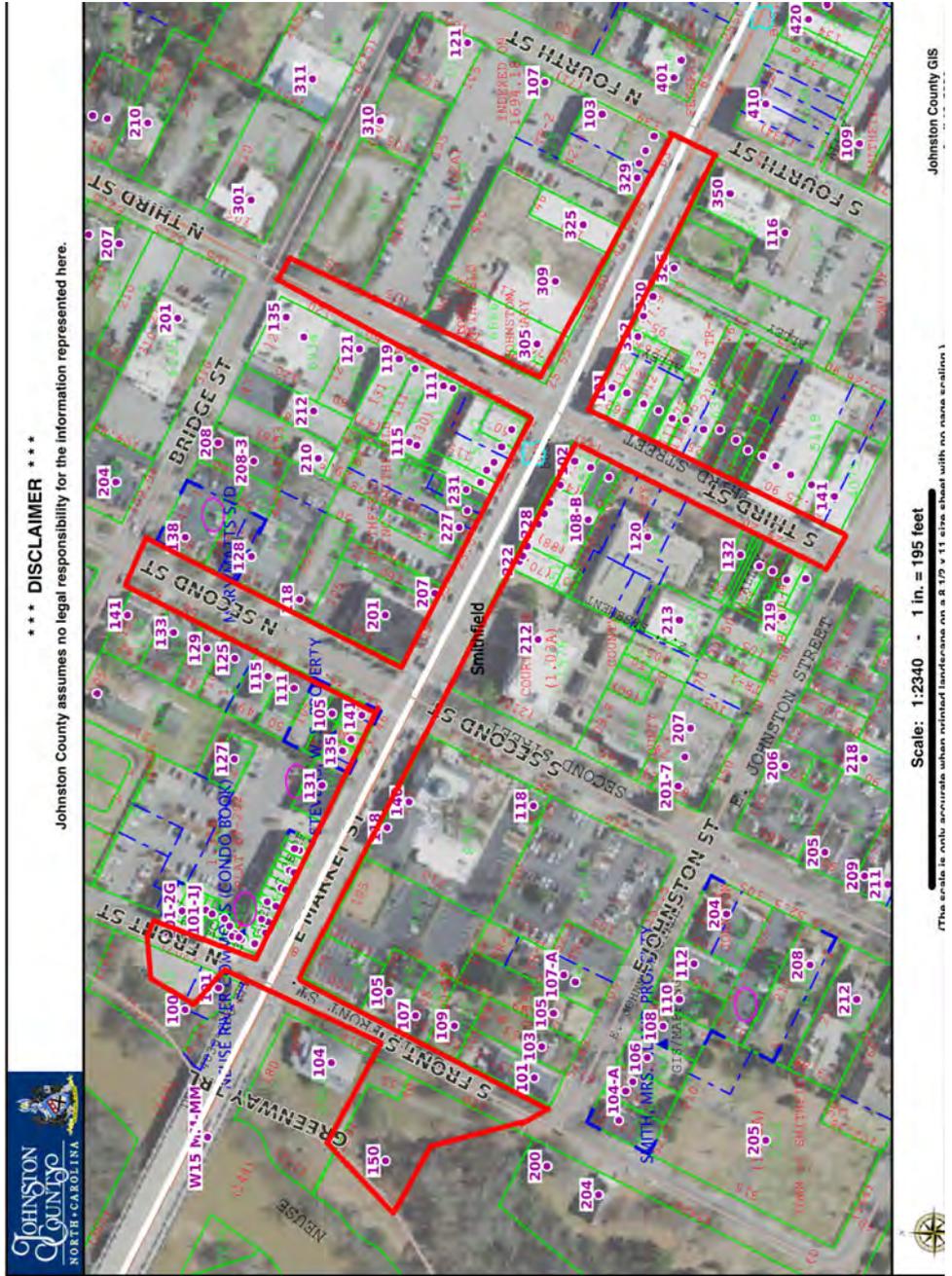
100 blocks of N. and S. Third Street

Neuse River Amphitheater Businesses will have the opportunity to opt into participating in the social district and allowing people to bring alcohol purchased from a permitted business into their non-permitted businesses.

Downtown Smithfield Municipal Service District Boundaries



Proposed Downtown Smithfield Social District Boundaries



SOCIAL DISTRICT MANAGEMENT

The DSDC will:

Work with the downtown business community and Town staff to implement the social district

Design signage for the Downtown Smithfield Social District

Purchase signage for the Downtown Smithfield Social District

Design signage for:

- **Businesses selling alcoholic beverages within the social district**
- **Businesses allowing customers to bring in alcoholic beverages purchased within the social district**
- **Businesses not allowing customers to bring in alcoholic beverages purchased within the social district (provided by request)**

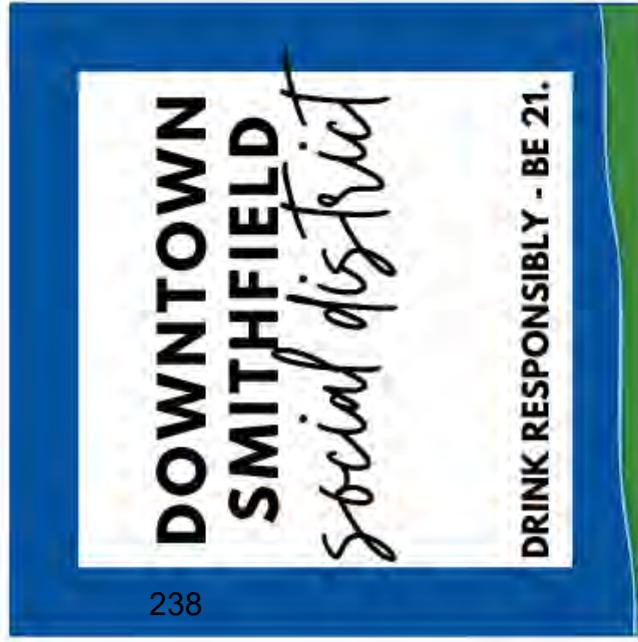
SOCIAL DISTRICT MANAGEMENT

The DSDC will:

Provide appropriate signs to businesses within the Downtown Smithfield Social District.

Facilitate the design of containers that meet the requirements of North Carolina law.

Sell social district containers to entities holding a winery, malt beverage, and spirituous liquor special event permits and mixed beverages catering permit who want to conduct sales within the social district during special events.



SOCIAL DISTRICT MANAGEMENT

The DSDC will:

Maintain a Social District page at www.DowntownSmithfield.com that can be linked to the Town's website.

Work with Town staff to respond to needs that arise from the social district.

Work with Town staff and downtown businesses to evaluate the social district and any changes that are needed.

Provide a report six months after district creation regarding the impacts of the social district, as well as any identified issues.

DRAFT ORDINANCE

Provided in packet.



Request for Town Council Action

Business
Agenda CZ-23-01
Item:
Date: **05/07/2024**

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 **June 4, 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 **June 4, 2024** meeting.

Recommendation

To table this request until the **June 4, 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.
------	-------	---------------------------

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 **June 4, 2024** Town Council Meeting."



Request for Town Council Action

**Business
Item** S-24-01
Date: **05/07/2024**

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

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
5. Adjacent Owner Listing
6. Zoning Map



Staff Report

**Business S-24-01
Item:**

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.

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 density residential is appropriate.

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 sewer development and there is no capacity for sewer in the area.*
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 _____ day of _____ 2024 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

S-24-01



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

Information	Preliminary Plat
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
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.

Jubilee Creek Preliminary Subdivision Smithfield, Johnston County, North Carolina

December 2023

PROJECT INFORMATION:

PROJECT: Jubilee Creek Subdivision

OWNER / DEVELOPER: CMH Homes Inc
3912 Fayetteville Road. Raleigh, NC27603
(919) 772-5013

CONTACT: Darlene Lumpkin
EMAIL: HC781@ClaytonHomes.com
Engineer: George McIntyre PE
4932 Windy HILL DRIVE
RALEIGH, NC 27609
(919) 427-5227
EMAIL: MACMCINTYREPE@GMAIL.COM

Surveyor: Civiltek East
602 East Nash Street
Spring Hope NC 27882
252-478-5005

Phone

<u>SHEET</u>	<u>DESCRIPTION</u>
C1	Cover Sheet
C2	Survey
C3	Existing Conditions and Demolition Plan
C4	Site Plan
C5	Home and Driveway Plan
C6	Utility Plan
SL1	Stormwater Plan
D1	Landscaping Plan
D2	
D3	
D4	

SEE SURVEY FOR VICINITY MAP

VICINITY MAP
NO SCALE



Job No. **C-1**
Dwg No.

EXISTING CONDITIONS

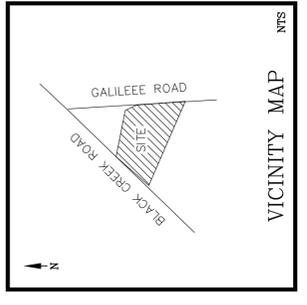
CMH HOMES

3912 FAYETTEVILLE ROAD
RALEIGH, N. C.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

NO	DATE	REVISION DESCRIPTION	BY
1	Date	Comment	By
2	Date	Comment	By
3	Date	Comment	By
4	Date	Comment	By
5	Date	Comment	By
6	Date	Comment	By
7	Date	Comment	By
8	Date	Comment	By

McIntyre and Associates, PLLC
2621 Stafford Hall Drive
Raleigh, North Carolina 27614
(919) 427-5227



LINE TYPE LEGEND:

—	PROPERTY LINE (P/L)
—	RIGHT OF WAY (R/W)
—	CENTERLINE (C/L)
—	OVERHEAD UTILITY LINE (OHU)
—	ADJOINING PROPERTY LINE
—	33" MINIMUM BUILDING LINE (MBL)
—	EDGE OF PAVEMENT (EOP)
—	ACCESS EASEMENT
—	WOODLINE

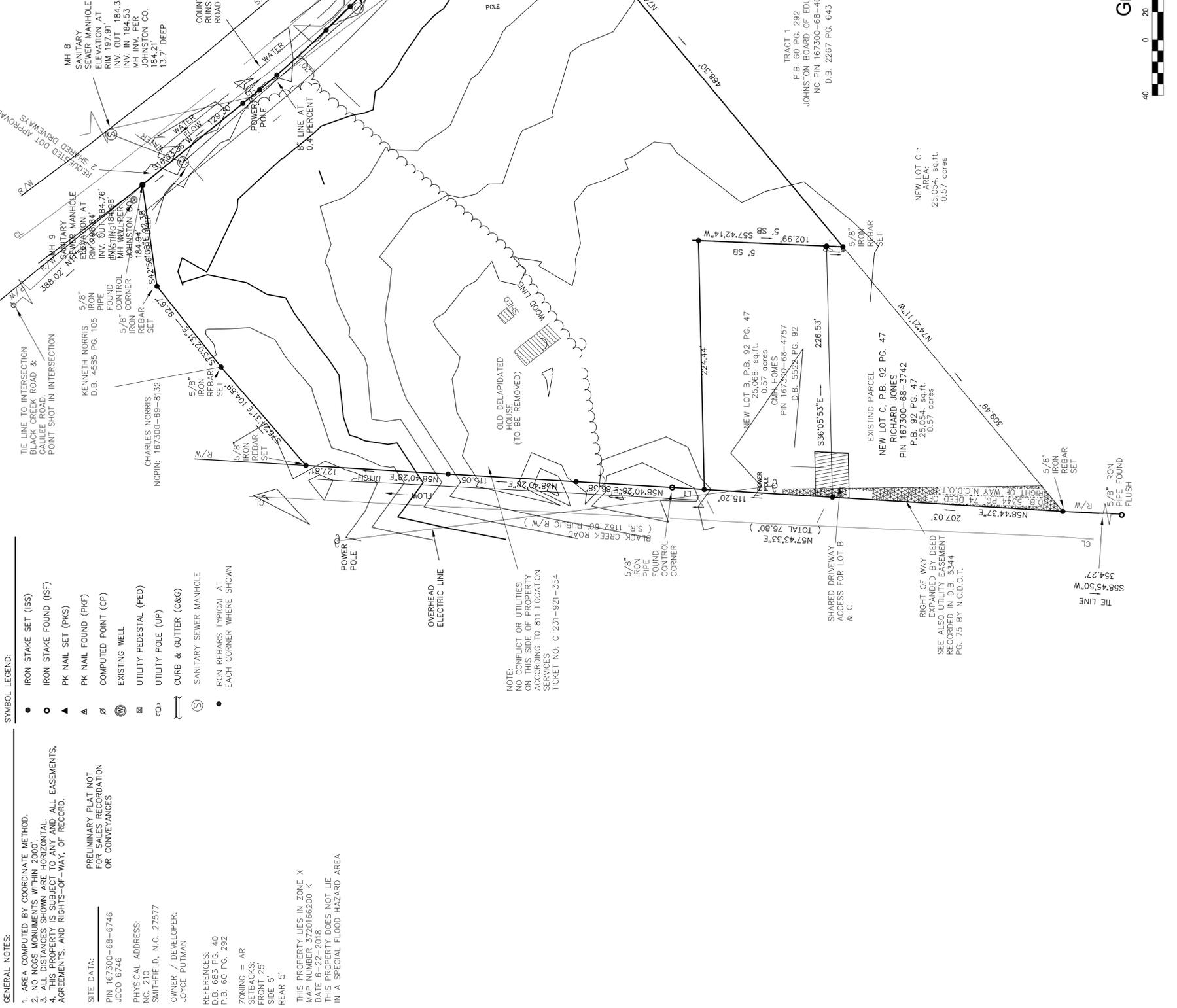
NOTE:
ONLY COUNTY WATER AND SEWER
THIS SIDE, NO OTHER UTILITY CONFLICTS
ACCORDING TO 811 LOCATION
SERVICES.
TICKET NO. C 231-921-354

LINE TABLE

LINE	LENGTH	BEARING
L1	18.64	N18°10'22"E
L2	16.52	S02°29'45"W

CURVE TABLE

CURVE	LENGTH	RADIUS
C1	20.17	1123.16
C2	59.92	1123.16
C3	30.34	1123.16
C4	51.20	1123.16
C5	36.08	1123.16



SYMBOL LEGEND:

- IRON STAKE SET (ISS)
- IRON STAKE FOUND (ISF)
- ▲ PK NAIL SET (PKS)
- ▲ PK NAIL FOUND (PKF)
- COMPUTED POINT (CP)
- EXISTING WELL
- UTILITY PEDESTAL (FED)
- UTILITY POLE (UP)
- CURB & GUTTER (C&G)
- SANITARY SEWER MANHOLE
- IRON REBARS TYPICAL AT EACH CORNER WHERE SHOWN

NOTE:
NO CONFLICT OR UTILITIES
ON THIS SIDE OF PROPERTY
ACCORDING TO 811 LOCATION
SERVICES.
TICKET NO. C 231-921-354

GENERAL NOTES:

- AREA COMPUTED BY COORDINATE METHOD.
- NO NGS MONUMENTS WITHIN 2000' RADIUS.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY, OF RECORD.

SITE DATA:
PRELIMINARY PLAT NOT FOR SALES RECORDATION OR CONVEYANCES
PIN 167300-68-6746
JOCO 6746

PHYSICAL ADDRESS:
NC. 210
SMITHFIELD, N.C. 27577

OWNER / DEVELOPER:
JOYCE PUTMAN

REFERENCES:
D.B. 683 PG. 40
P.B. 60 PG. 292

ZONING = AR
SETBACKS:
FRONT 25'
SIDE 5'
REAR 5'

THIS PROPERTY LIES IN ZONE X
MAP NUMBER 3720166200 K
DATE 6-22-2018
THIS PROPERTY DOES NOT LIE
IN A SPECIAL FLOOD HAZARD AREA



GENERAL NOTES:

1. AREA COMPUTED BY COORDINATE METHOD.
2. NO NGS MONUMENTS WITHIN 2000'.
3. ALL DISTANCES SHOWN ARE HORIZONTAL.
4. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY, OF RECORD.

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 SMITHFIELD, N.C. 27577

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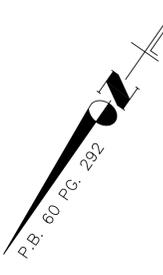
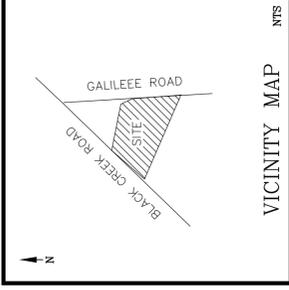
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- ⊔ SANITARY SEWER MANHOLE
- IRON REBAR TYPICAL AT EACH CORNER WHERE SHOWN

- LINE TYPE LEGEND:**
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 - ADJOINING PROPERTY LINE
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 - EDGE OF PAVEMENT (EOP)
 - ACCESS EASEMENT
 - WOODLINE

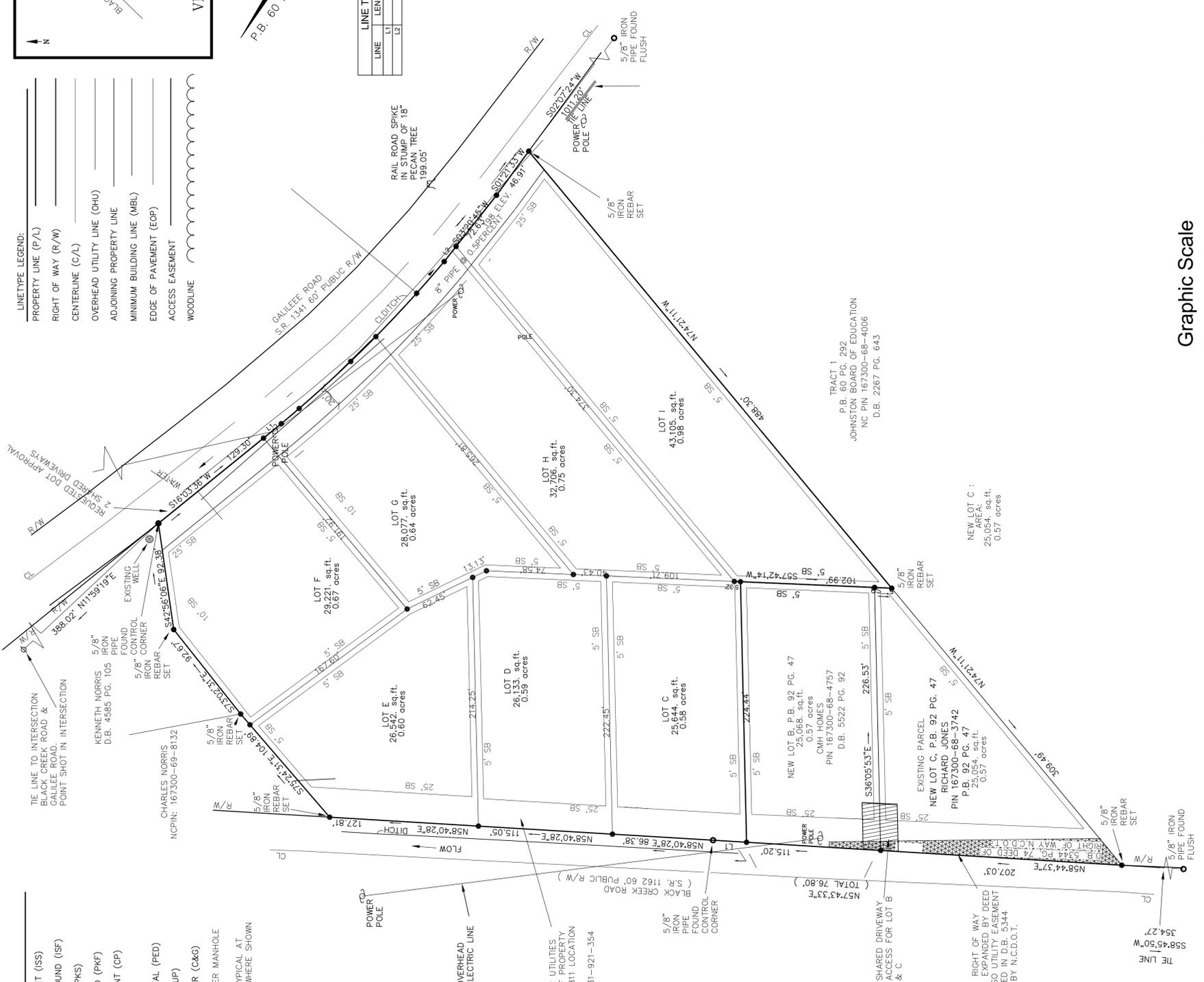


LINE TABLE

LINE	LENGTH	BEARING
L1	19.64	N16°00'23"E
L2	16.62	S03°20'45"W

CURVE TABLE

CURVE	LENGTH	RADIUS
C1	20.17	1123.16
C2	20.17	1123.16
C3	30.34	1123.16
C4	51.20	1123.16
C5	36.08	1123.16



NOTE:
 NO CONFLICT OR UTILITIES
 ON THIS SIDE OF PROPERTY
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 SERVICES
 TICKET NO. C 231-921-354

RIGHT OF WAY
 EXPANDED BY DEED
 SEE ALSO UTILITY EASEMENT
 RECORDED IN D.B. 5344
 PG. 75 BY N.C.D.O.T.

McIntyre and Associates, PLLC
 2621 Stratford Hall Drive
 Raleigh, North Carolina 27614
 (919) 427-5227

REVISIONS

NO.	DATE	REVISION DESCRIPTION	BY
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PRELIMINARY PLANS
 NOT FOR CONSTRUCTION

Subdivision Plan
 CMH HOMES
 3912 FAYETTEVILLE ROAD
 RALEIGH, N.C.

Job No.
 Dwg No.
C2



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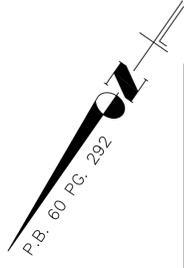
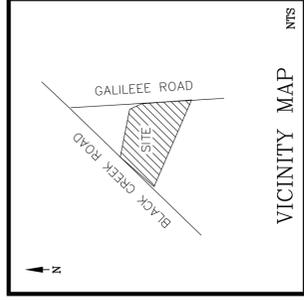
REFERENCES: 40
 D.F. 683 PG. 292
 P.B. 60 PG. 292
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 SETBACKS:
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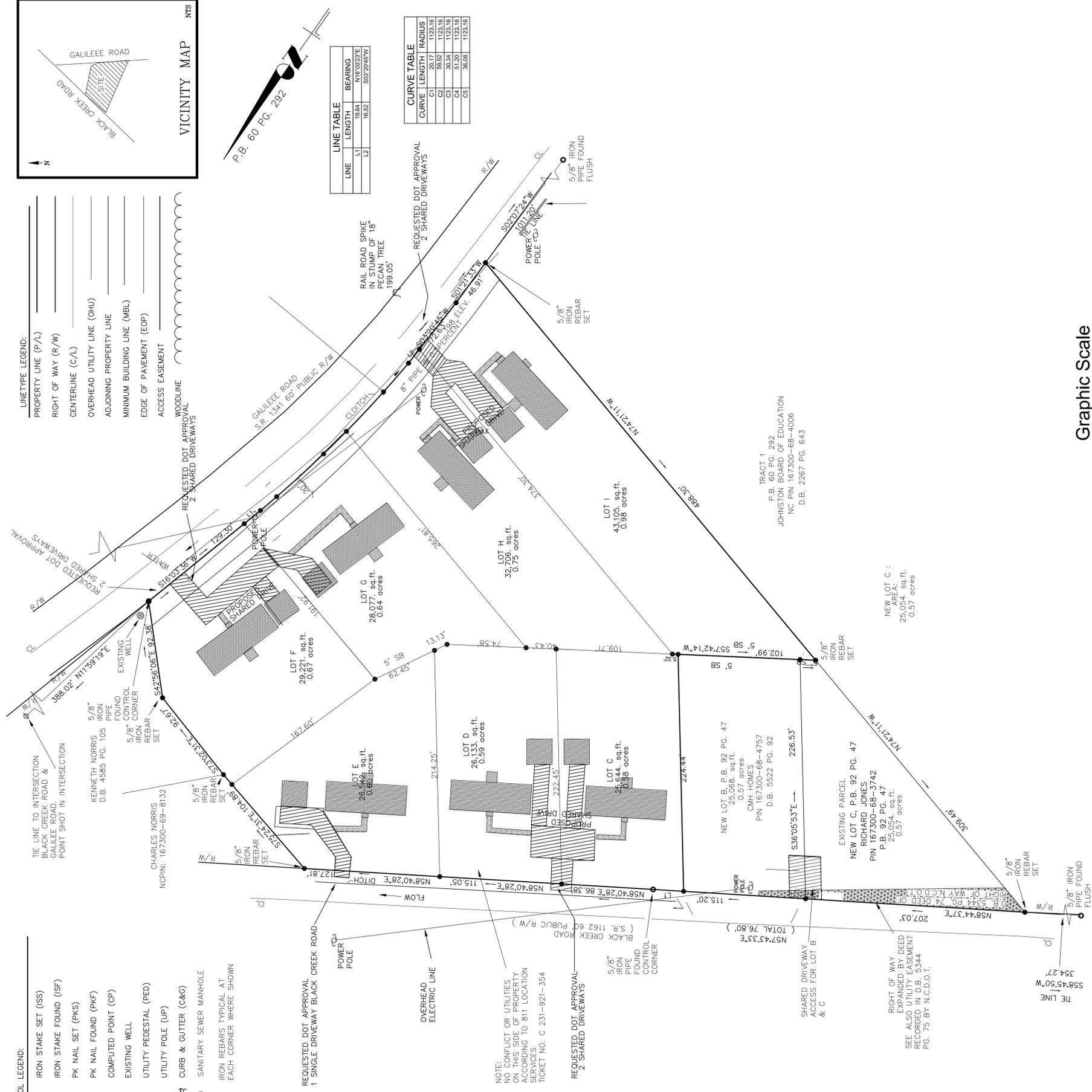
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 - EDGE OF PAVEMENT (EOP)
 - ACCESS EASEMENT
 - WOODLINE
 - REQUESTED DOT APPROVAL 2 SHARED DRIVEWAYS



LINE	LENGTH	BEARING
L1	18.84	N18°00'23"E
L2	16.52	S03°20'45"W

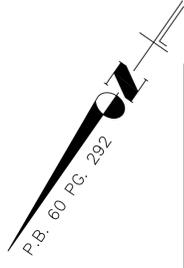
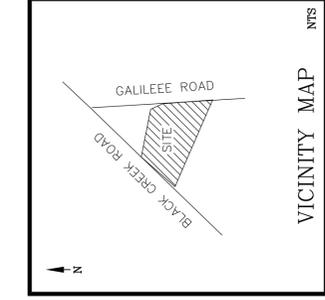
CURVE	LENGTH	RADIUS
C1	40.32	1123.16
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NOTE:
 NO CONFLICT OR UTILITIES ON THIS SIDE OF PROPERTY ACCORDING TO 811 LOCATION SERVICES
 TICKET NO. C 231-921-354

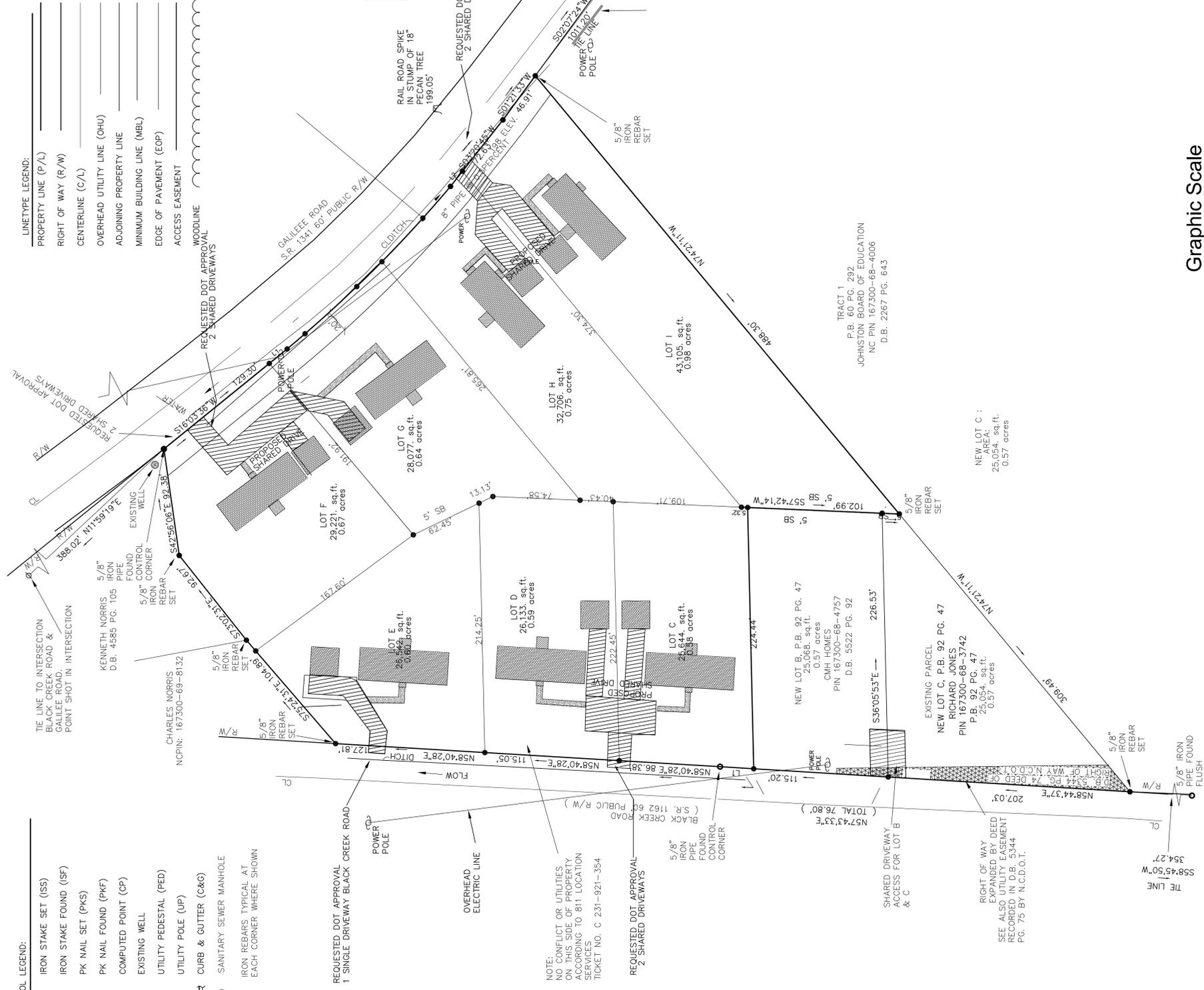
RIGHT OF WAY EXPANDED BY DEED RECORDED IN D.B. 5344 PG. 75 BY N.C.D.O.T.

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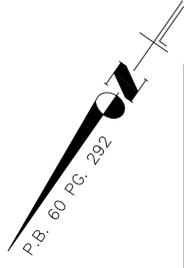
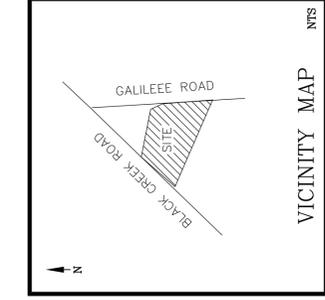
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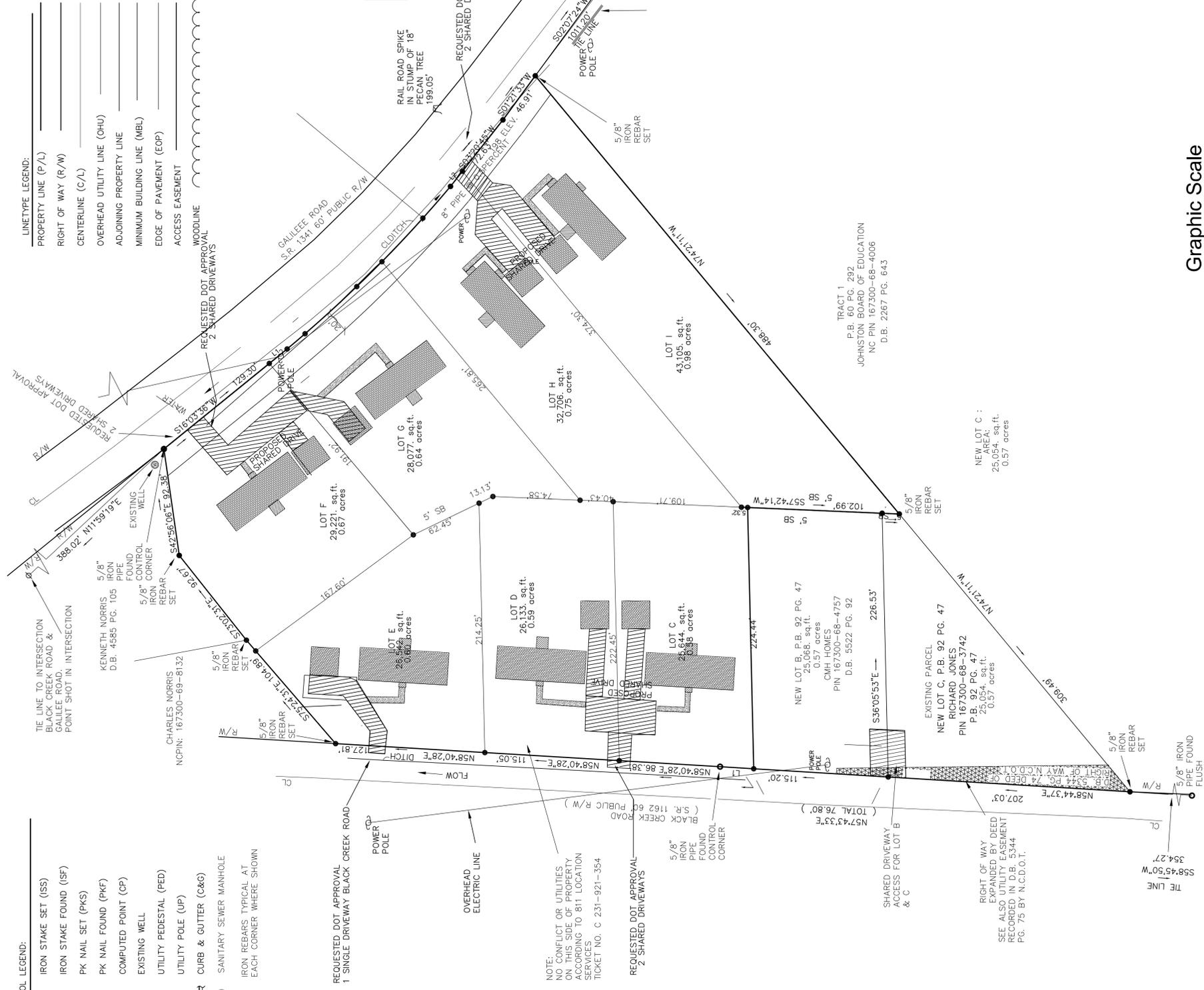
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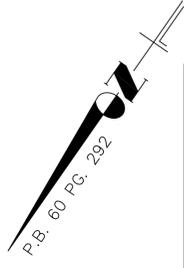
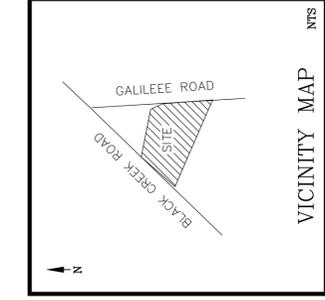
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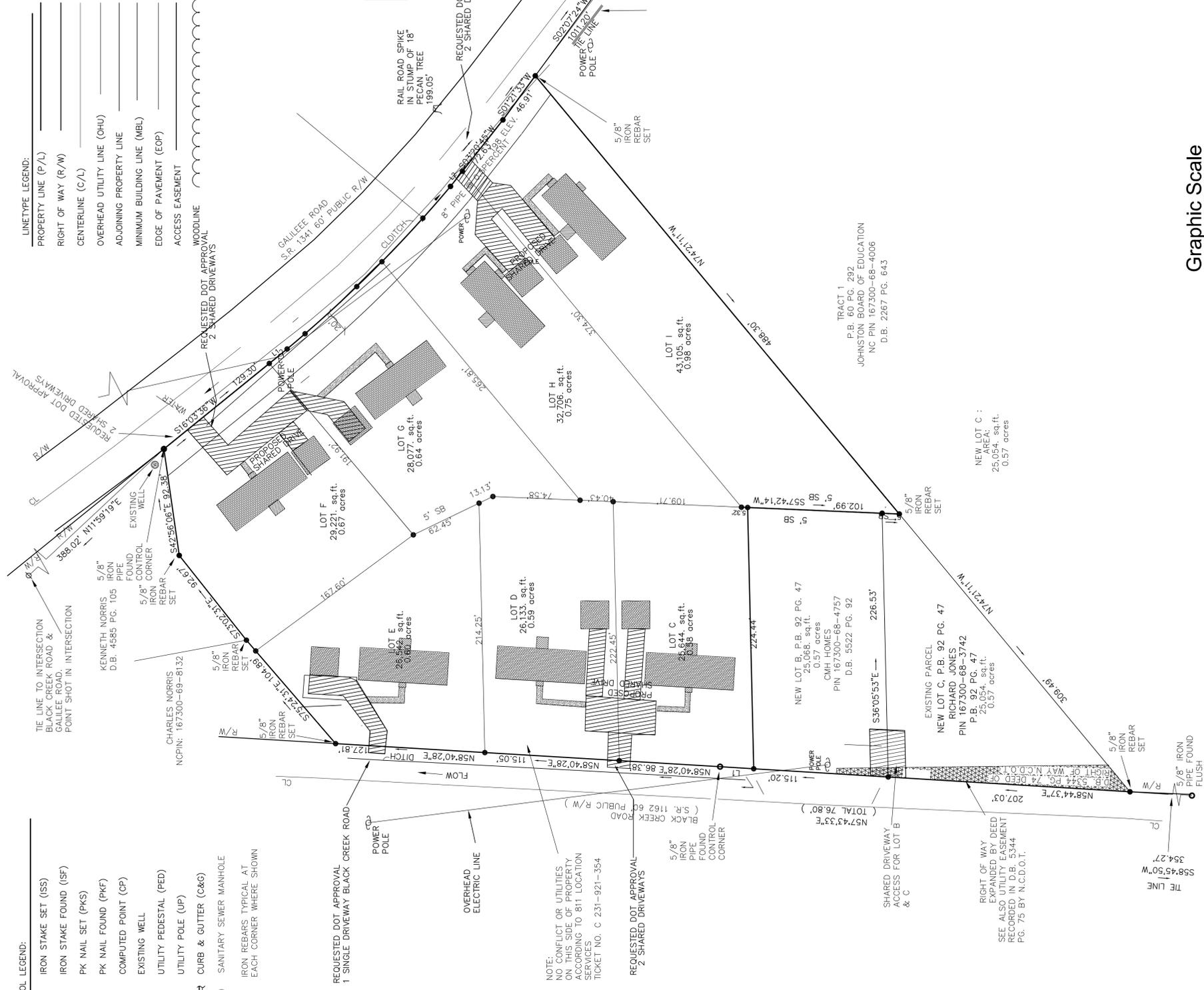
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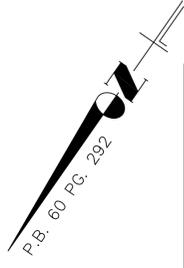
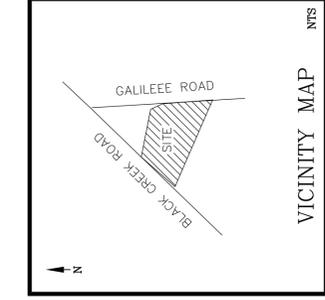
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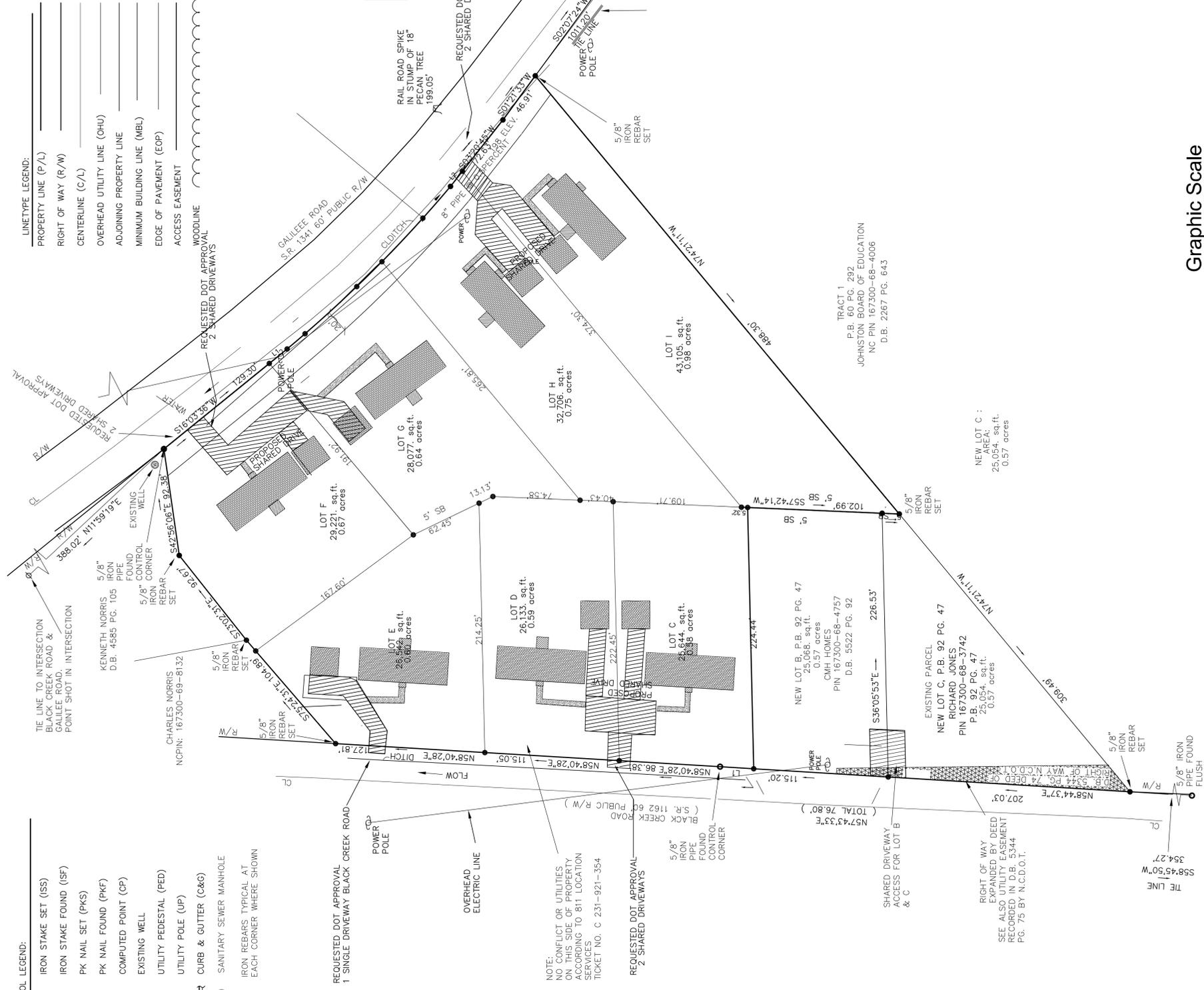
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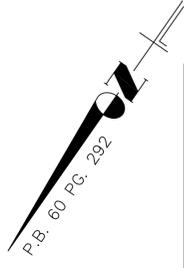
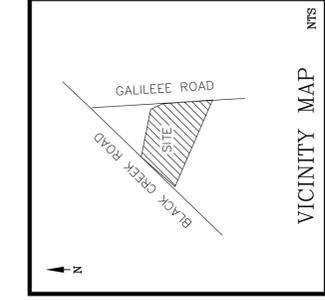
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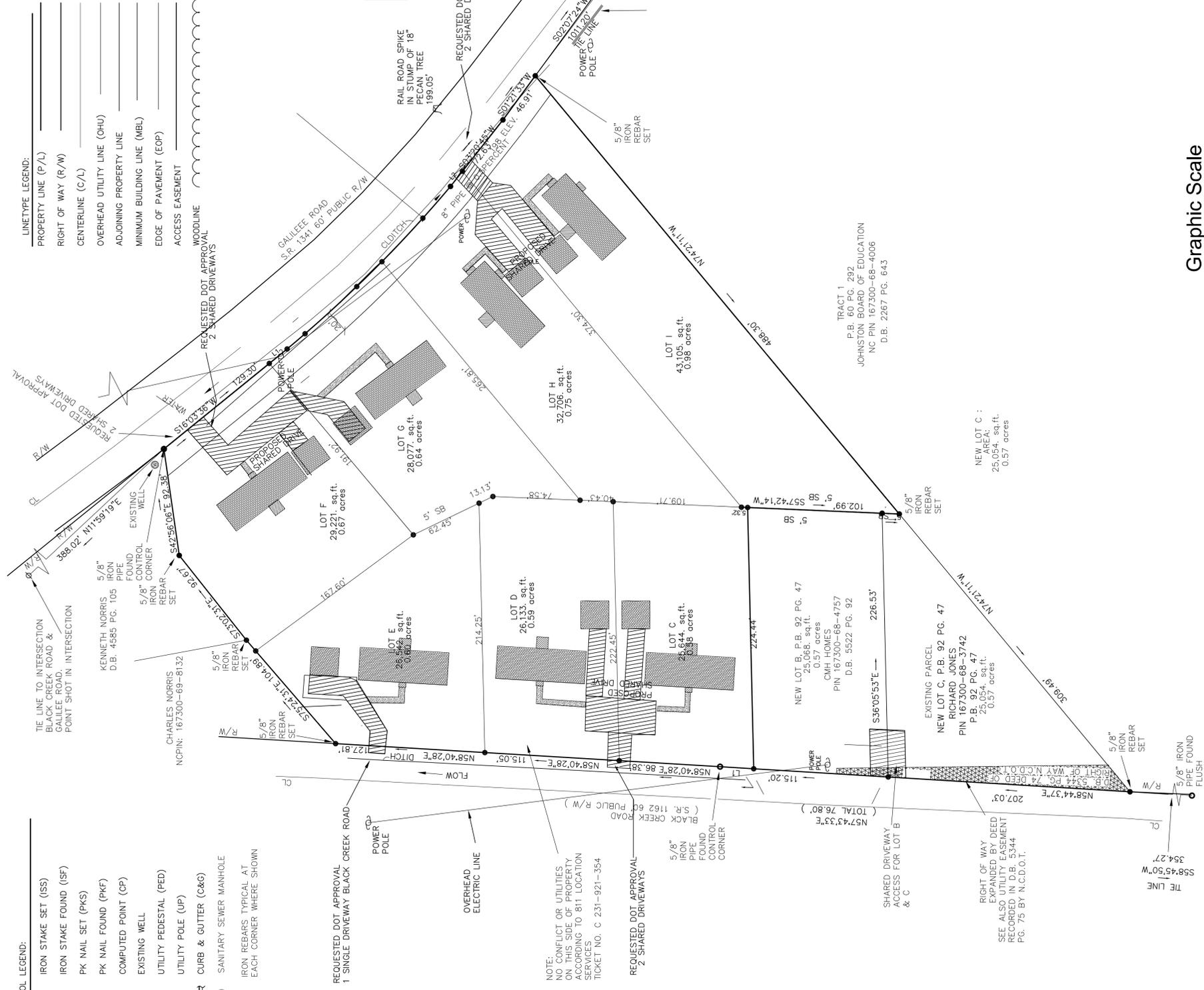
RIGHT OF WAY EXPANDED BY DEED RECORDED IN D.B. 5344 PG. 75 BY N.C.D.O.T.

- LINE TYPE LEGEND:
- PROPERTY LINE (P/L)
 - RIGHT OF WAY (R/W)
 - CENTERLINE (C/L)
 - OVERHEAD UTILITY LINE (OHU)
 - ADJOINING PROPERTY LINE
 - MINIMUM BUILDING LINE (MBL)
 - EDGE OF PAVEMENT (EOP)
 - ACCESS EASEMENT
 - WOODLINE
 - REQUESTED DOT APPROVAL 2 SHARED DRIVEWAYS



LINE	LENGTH	BEARING
L1	18.84	N18°00'23"E
L2	16.52	S03°20'45"W

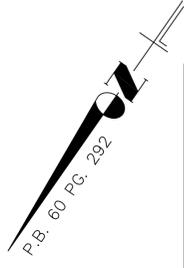
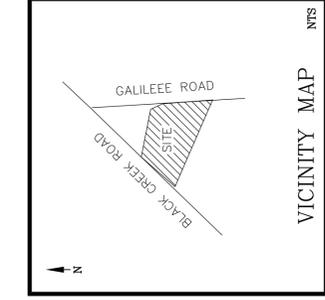
CURVE	LENGTH	RADIUS
C1	40.32	1123.16
C2	30.34	1123.16
C4	51.20	1123.16
C5	36.08	1123.16



NOTE:
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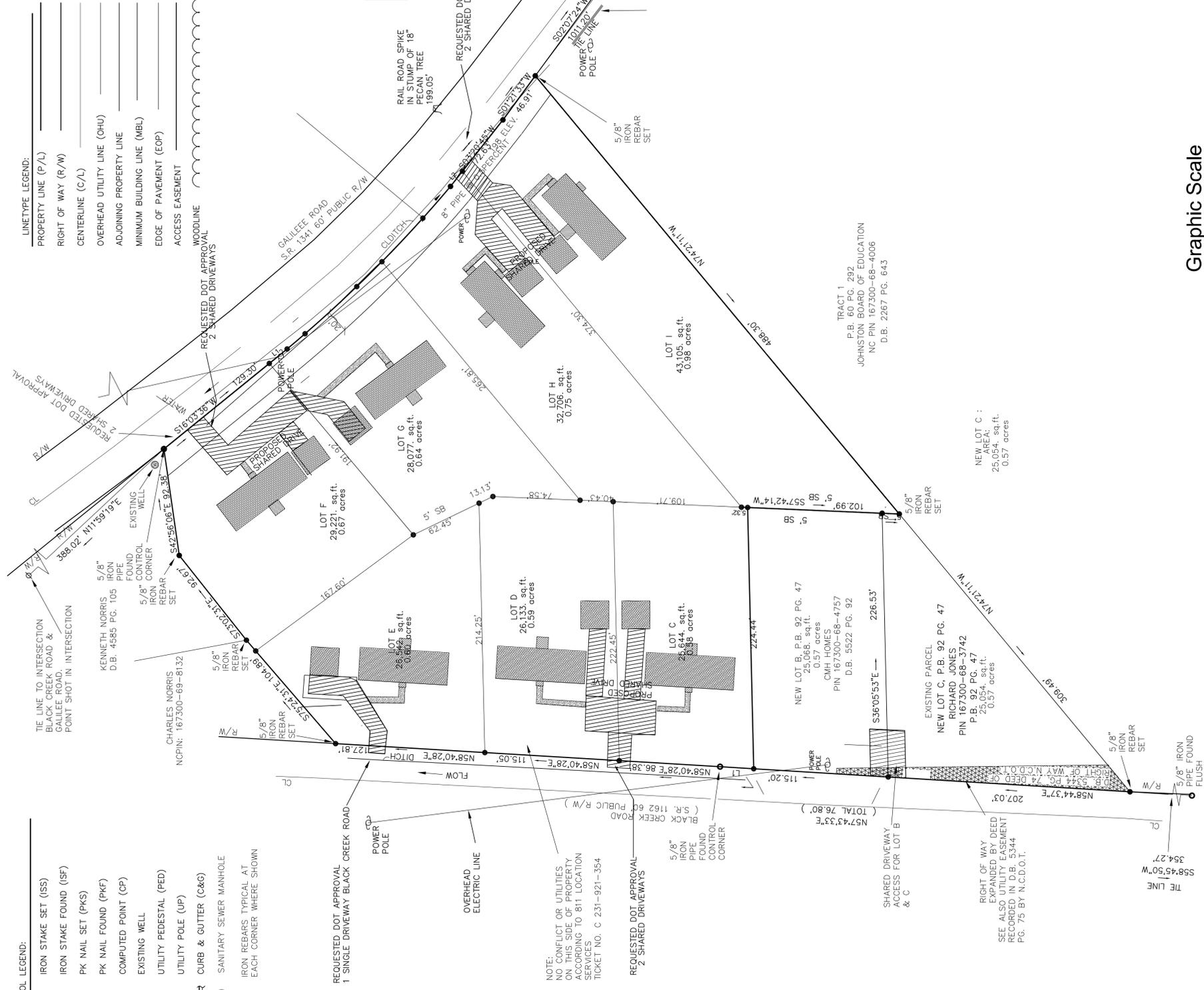
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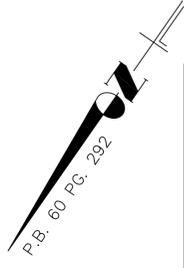
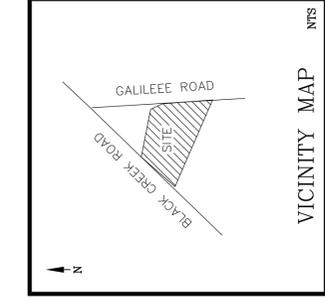
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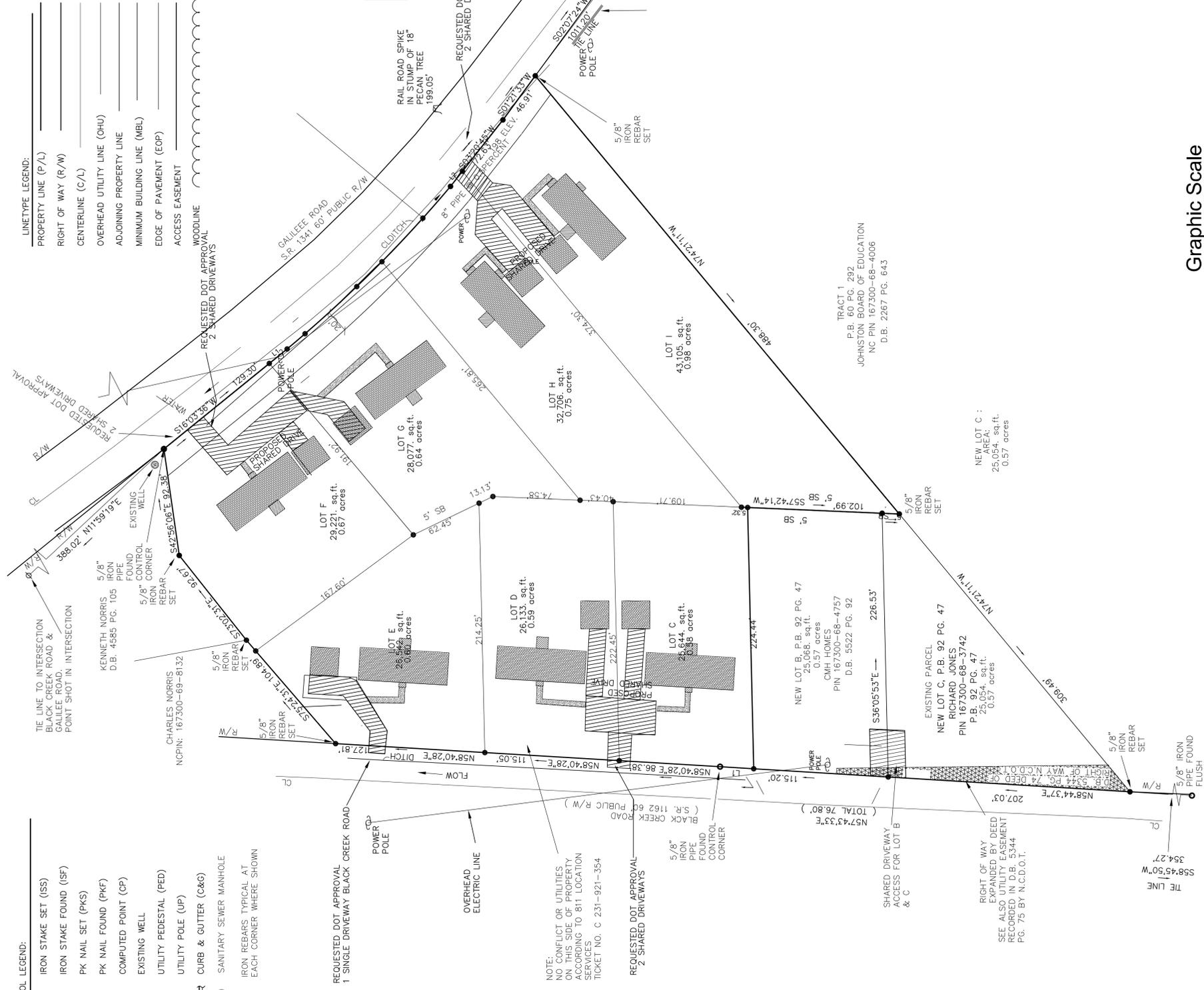
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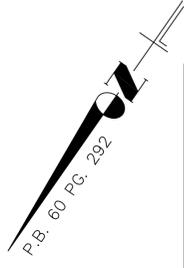
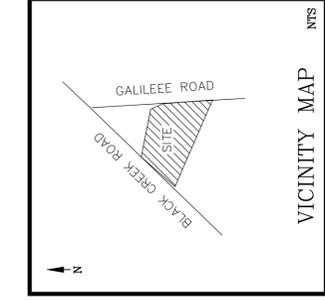
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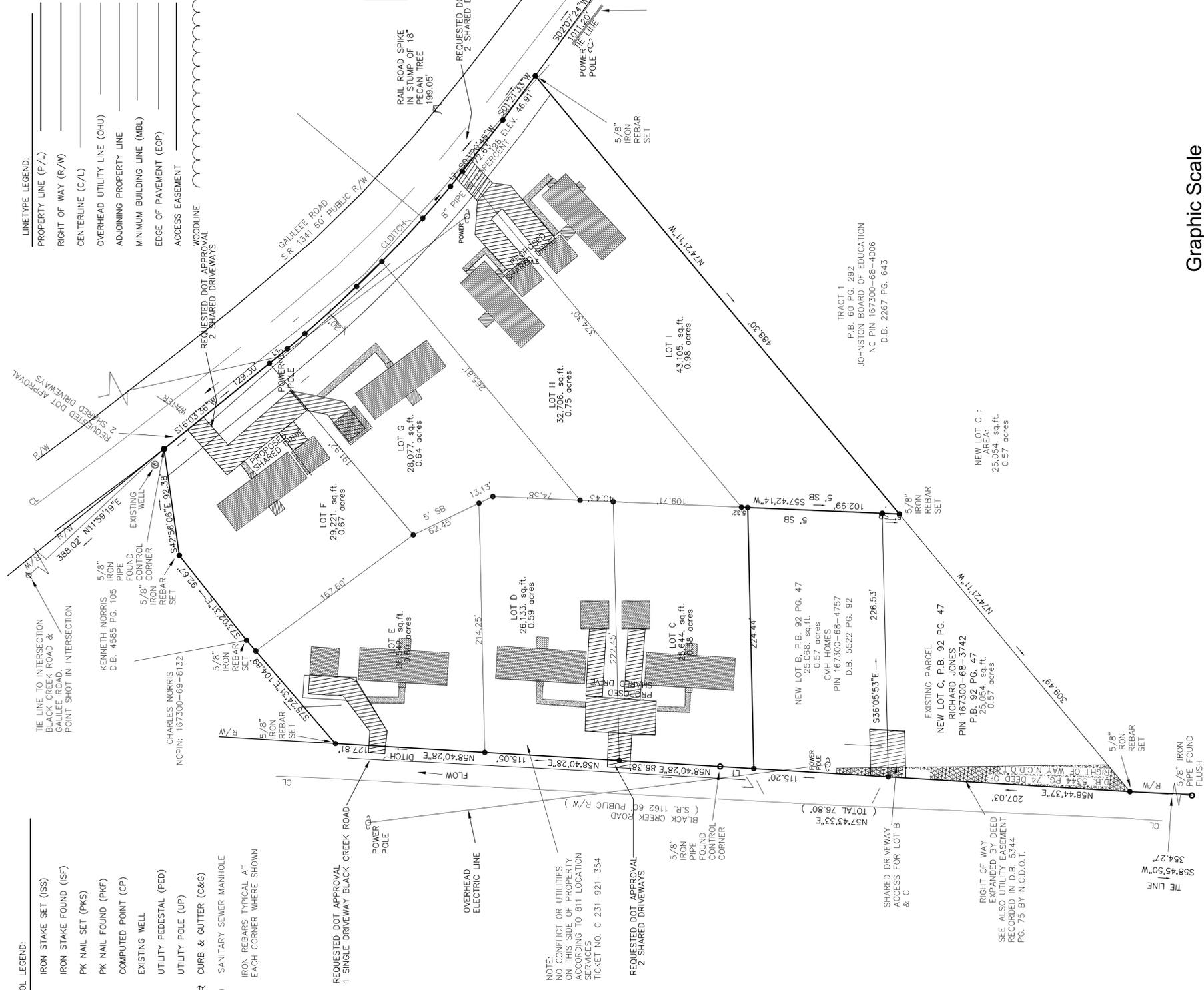
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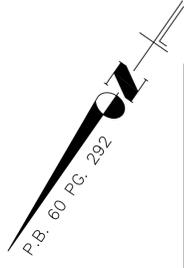
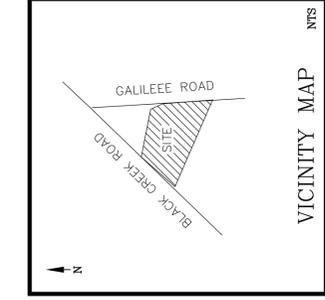
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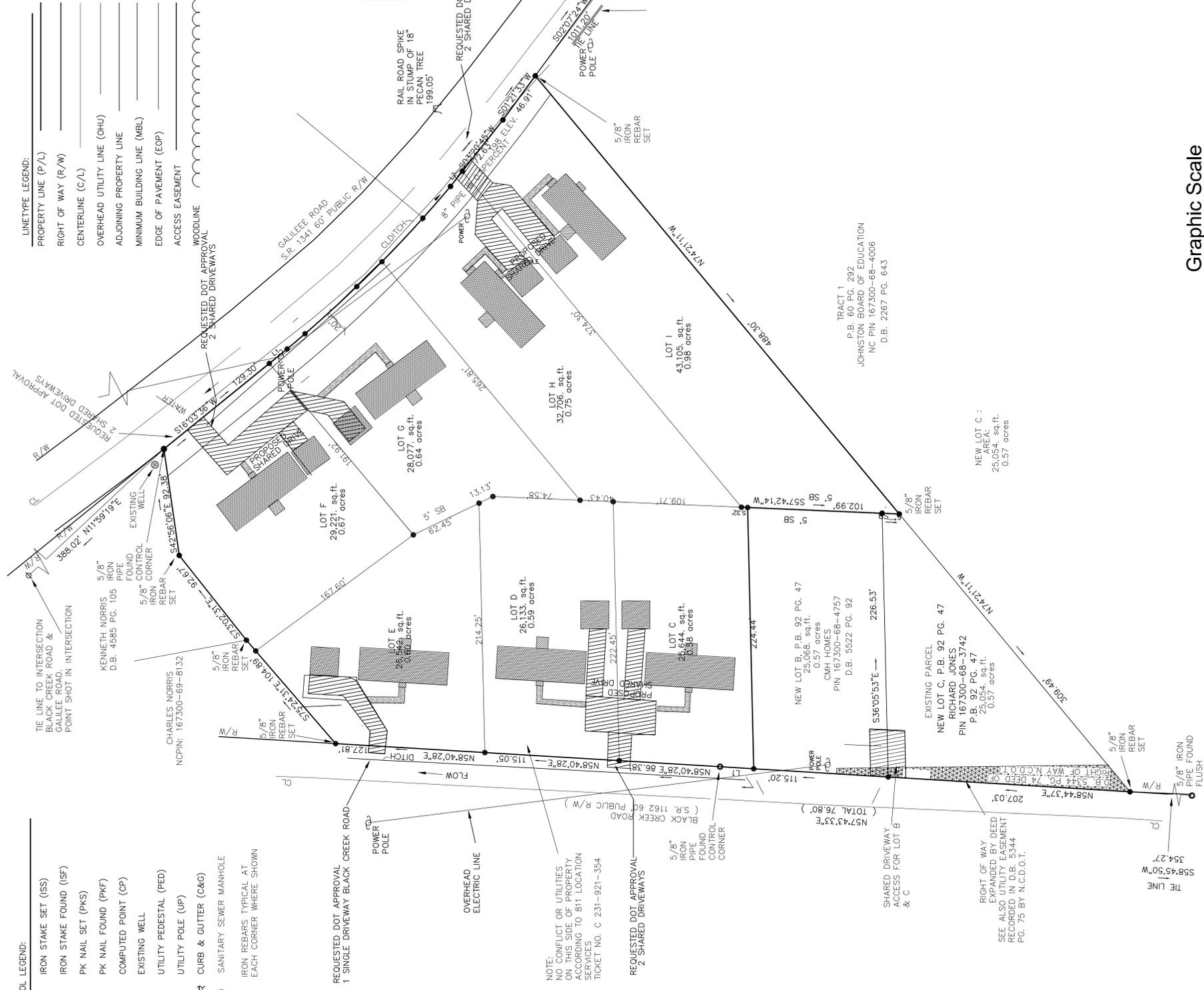
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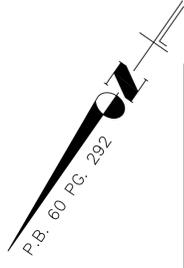
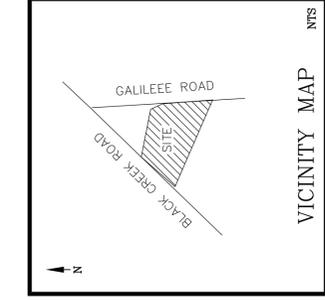
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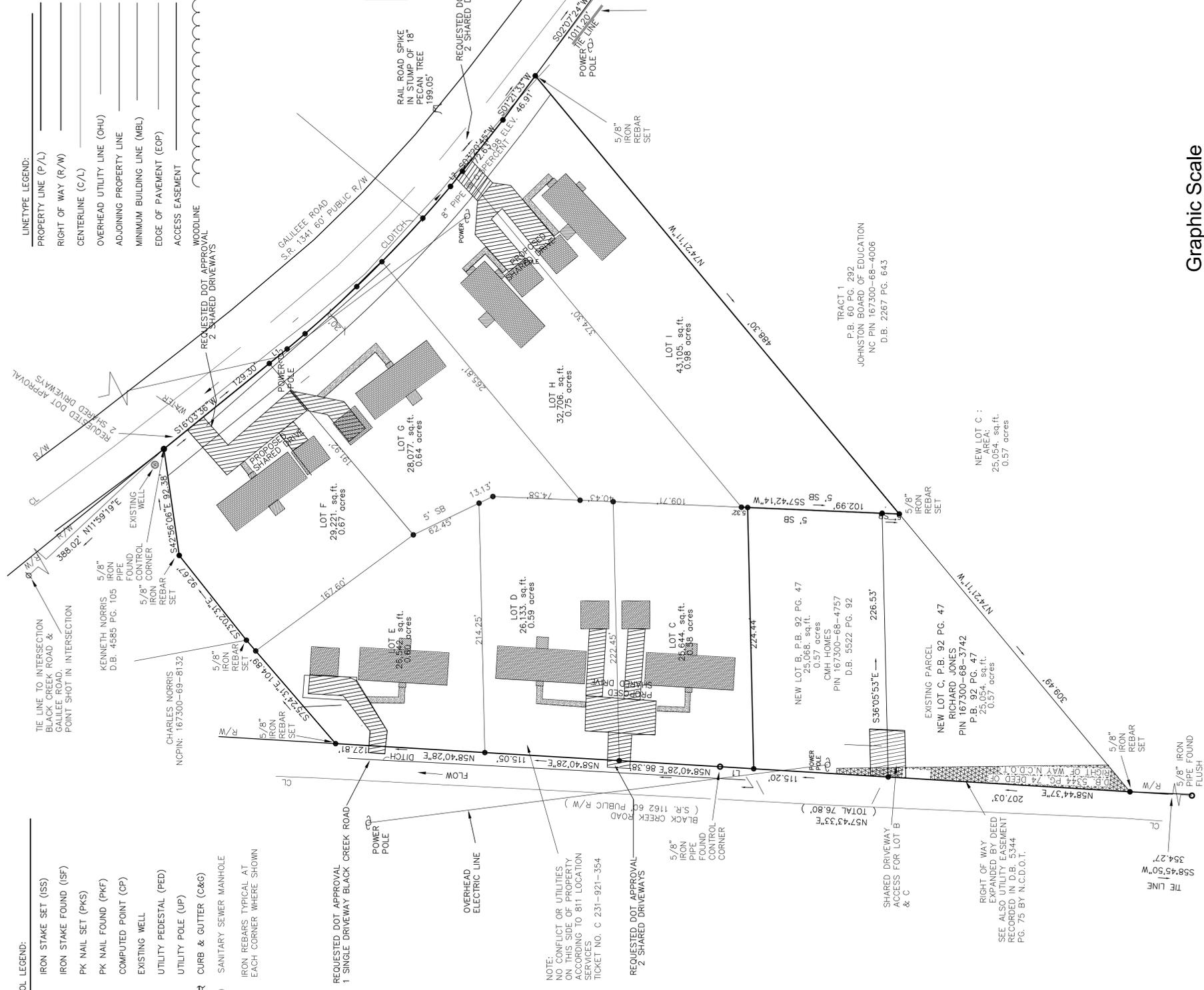
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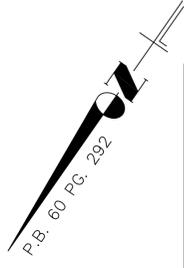
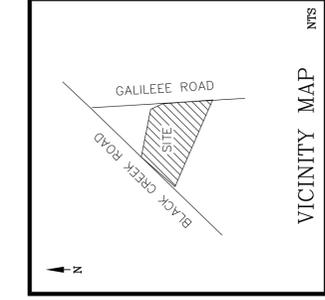
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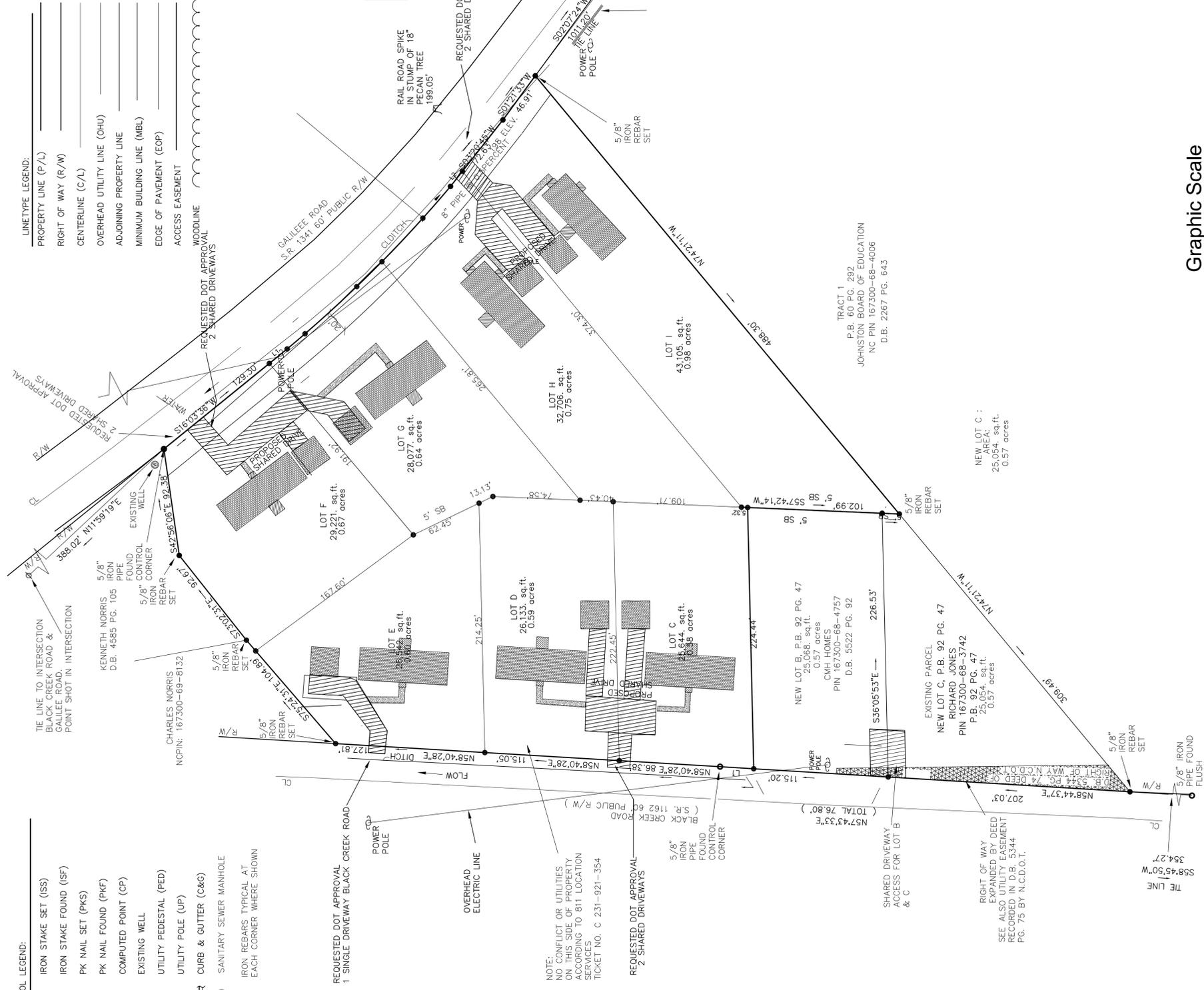
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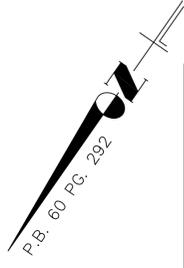
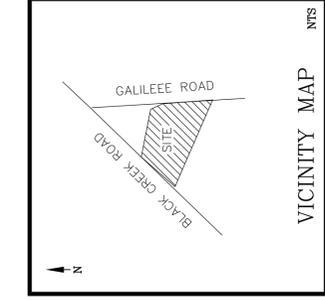
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 TICKET NO. C 231-921-354

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LINE	LENGTH	BEARING
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L2	16.52	S03°20'45"W



Graphic Scale

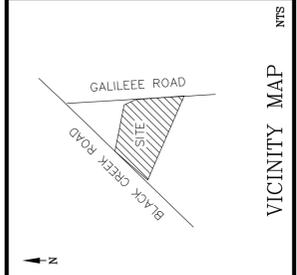
Job No. **C4**
Dwg No.

UTILITY PLAN
CMH HOMES
3912 FAYETTEVILLE ROAD
RALEIGH, N.C.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

NO.	DATE	REVISION DESCRIPTION	BY
1		Comment	By
2		Comment	By
3		Comment	By
4		Comment	By
5		Comment	By
6		Comment	By
7		Comment	By
8		Comment	By

McIntyre and Associates, PLLC
2621 Stratford Hall Drive
Raleigh, North Carolina 27614
(919) 427-5227



LINE TYPE LEGEND:

---	PROPERTY LINE (P/L)
---	RIGHT OF WAY (R/W)
---	CENTERLINE (C/L)
---	OVERHEAD UTILITY LINE (OHU)
---	ADJOINING PROPERTY LINE
---	MINIMUM BUILDING LINE (MBL)
---	EDGE OF PAVEMENT (EOP)
---	ACCESS EASEMENT
---	WOOLLINE

NOTE:
ONLY COUNTY WATER AND SEWER
RUNS ALONG EDGE OF
ROAD ON OUR SIDE.

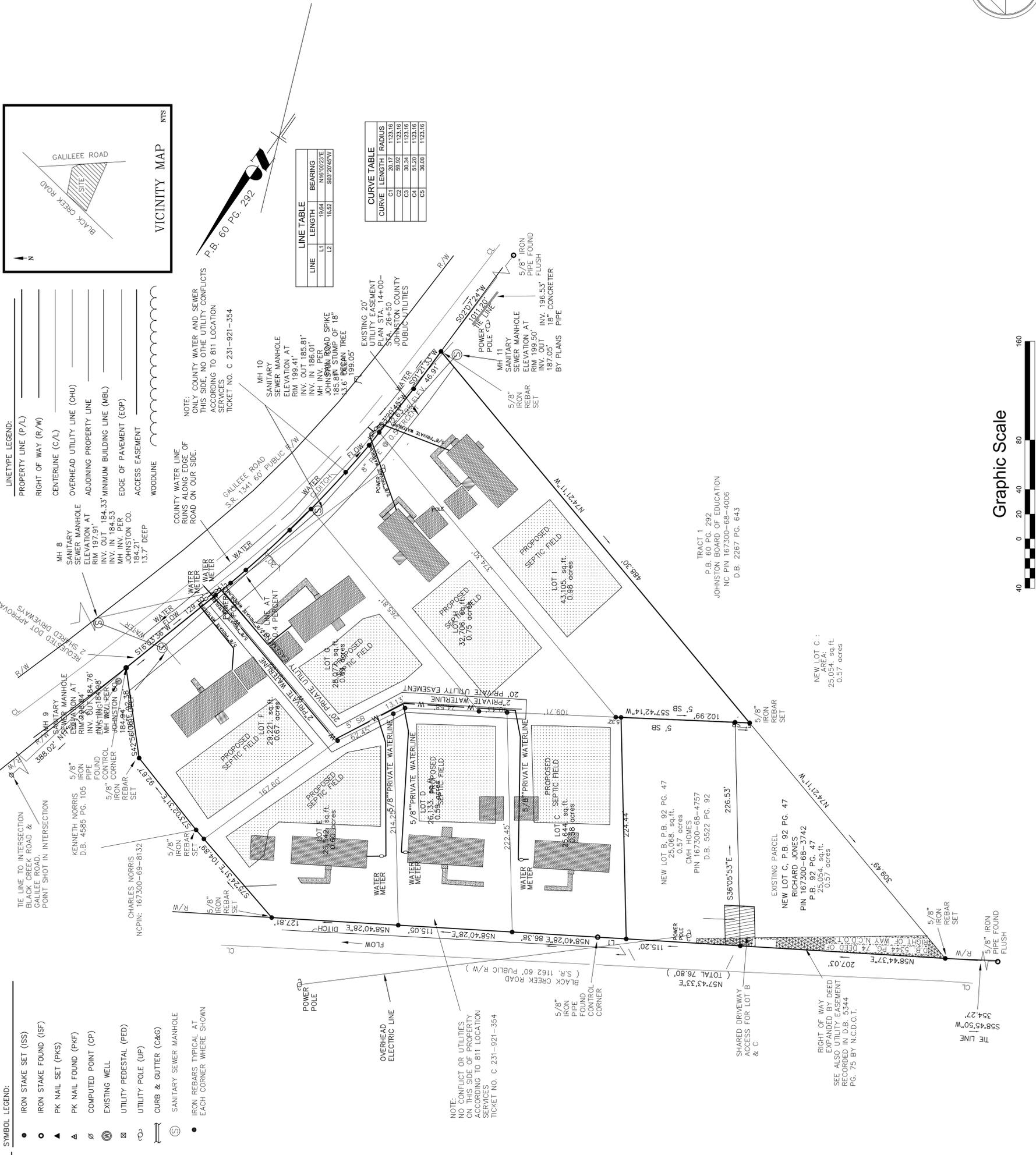
NOTE:
NO COUNTY WATER AND SEWER
CONFLICTS
ACCORDING TO 811 LOCATION
SERVICES
TICKET NO. C 231-921-354

LINE TABLE

LINE	LENGTH	BEARING
L1	19.64	N16°00'27"E
L2	16.92	S83°20'45"W

CURVE TABLE

CURVE	LENGTH	RADIUS
C1	20.17	1123.16
C2	56.92	1123.16
C3	30.34	1123.16
C4	51.20	1123.16
C5	36.08	1123.16



GENERAL NOTES:

- AREA COMPUTED BY COORDINATE METHOD.
- NO DISTANCES SHOWN ARE HORIZONTAL.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY, OF RECORD.

PRELIMINARY PLAT NOT FOR SALES RECORDATION OR CONVEYANCES

SITE DATA:
PIN: 167300-68-6746
D.B.: 683 PG. 40
P.B.: 60 PG. 292

PHYSICAL ADDRESS:
NC. 210
SMITHFIELD, N.C. 27577

OWNER / DEVELOPER:
JOYCE PUTMAN

REFERENCES:
D.B.: 683 PG. 40
P.B.: 60 PG. 292

ZONING = AR

SETBACKS:
FRONT 25'
SIDE 5'
REAR 5'

THIS PROPERTY LIES IN ZONE X
MAP NUMBER 3720166200 K
DATE 6-22-2018
THIS PROPERTY DOES NOT LIE
IN A SPECIAL FLOOD HAZARD AREA

SYMBOL LEGEND:

- IRON STAKE SET (ISS)
- IRON STAKE FOUND (ISF)
- ▲ PK NAIL SET (PKS)
- △ PK NAIL FOUND (PKF)
- ⊙ COMPUTED POINT (CP)
- ⊗ EXISTING WELL
- ⊕ UTILITY PEDESTAL (PED)
- ⊖ UTILITY POLE (UP)
- ⊘ CURB & GUTTER (C&G)
- ⊙ SANITARY SEWER MANHOLE
- IRON REBAR TYPICAL AT EACH CORNER WHERE SHOWN

NOTE:
NO CONFLICT OR UTILITIES
ON THIS SIDE OF PROPERTY
ACCORDING TO 811 LOCATION
SERVICES
TICKET NO. C 231-921-354

NOTE:
ONLY COUNTY WATER AND SEWER
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ROAD ON OUR SIDE.

NOTE:
NO COUNTY WATER AND SEWER
CONFLICTS
ACCORDING TO 811 LOCATION
SERVICES
TICKET NO. C 231-921-354

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SERVICES
TICKET NO. C 231-921-354



Job No. _____
Dwg No. **C5**

STORMWATER PLAN

CMH HOMES

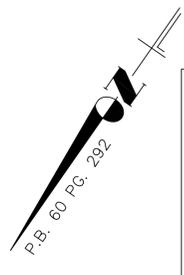
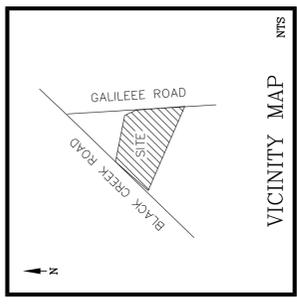
3912 FAYETTEVILLE ROAD

RALEIGH, N. C.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

NO.	DATE	REVISION DESCRIPTION
1	D.M.	Comment
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3	D.M.	Comment
4	D.M.	Comment
5	D.M.	Comment
6	D.M.	Comment
7	D.M.	Comment
8	D.M.	Comment

McIntyre and Associates, PLLC
2621 Stratford Hall Drive
Raleigh, North Carolina 27614
(919) 427-5227



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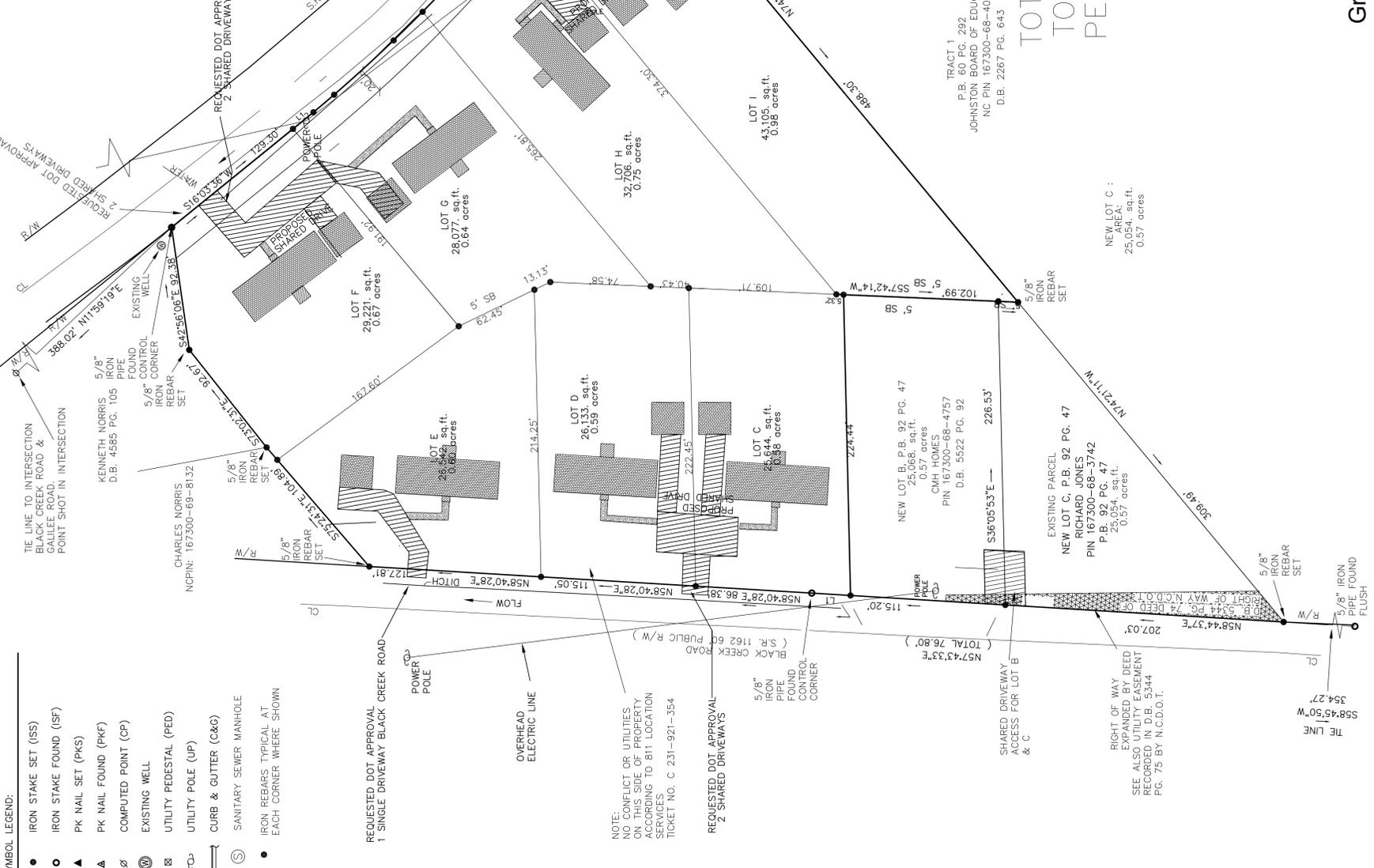
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C2	59.92	1123.16
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C5	36.08	1123.16

IMPERVIOUS AREA CALCULATIONS	
TOTAL HOME AREA=	7 X 2128SF = 14,896 SF
TOTAL GARAGE AREA=	7 X 576 SF = 4032 SF
TOTAL DECK AREA=	7 X 100 SF = 700 SF
TOTAL SIDEWALK AREA=	7 X 24 SF = 168 SF
TOTAL STOOOP AREA=	7 X 24 SF = 168 SF
TOTAL DRIVEWAY AREA=	12,290 SF
TOTAL IMPERVIOUS AREA=	33,802 SF

TOTAL TRACT AREA = 209,523 SF
TOTAL IMPERVIOUS AREA = 33,802 SF
PERCENTAGE IMPERVIOUS AREA 16%



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- GENERAL NOTES:**
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- PRELIMINARY PLAT NOT FOR SALES RECORDATION OR CONVEYANCES**
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PIN 167300-68-6746
JOCO 6746
PHYSICAL ADDRESS:
NC. 210
SMITHFIELD, N.C. 27577
- OWNER / DEVELOPER:**
JOYCE PUTMAN
- REFERENCES:**
D.B. 683 PG. 40
P.B. 60 PG. 292
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FRONT 25'
SIDE 5'
REAR 5'
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 - UTILITY POLE (UP)
 - CURB & GUTTER (C&G)
 - SANITARY SEWER MANHOLE
 - IRON REBAR TYPICAL AT EACH CORNER WHERE SHOWN
- NOTE:**
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TICKET NO. C 231-921-354

REQUESTED DOT APPROVAL 1 SINGLE DRIVEWAY BLACK CREEK ROAD

REQUESTED DOT APPROVAL 2 SHARED DRIVEWAYS

RIGHT OF WAY DEED EASEMENT RECORDED IN D.B. 5344 PG. 75 BY N.C.D.O.T.

NEW LOT B, P.B. 92 PG. 47
25,58 sq.ft.
0.57 acres
PIN 167300-68-4757
D.B. 5522 PG. 92

NEW LOT C, P.B. 92 PG. 47
25,58 sq.ft.
0.57 acres
PIN 167300-68-3742
P.B. 92 PG. 47
25,58 sq.ft.
0.57 acres

NEW LOT D, P.B. 92 PG. 47
26,133 sq.ft.
0.59 acres

NEW LOT E, P.B. 92 PG. 47
25,644 sq.ft.
0.58 acres

NEW LOT F, P.B. 92 PG. 47
28,221 sq.ft.
0.67 acres

NEW LOT G, P.B. 92 PG. 47
28,077 sq.ft.
0.64 acres

NEW LOT H, P.B. 92 PG. 47
32,706 sq.ft.
0.75 acres

NEW LOT I, P.B. 92 PG. 47
43,105 sq.ft.
0.98 acres

NEW LOT C : AREA: 25,054 sq.ft. 0.57 acres

ParcelID	Name1	Name2	Name3	Address1	Address2	CityStateZip
15109039I	MCKENZIE, JAMES W			3006 NC HIGHWAY 210		SMITHFIELD, NC 27577-7933
15109034A	POPE, GEORGE H			3550 NC HIGHWAY 210		SMITHFIELD, NC 27577-7927
15109034F	PUTNAM, STEPHEN C.			2884 NC HIGHWAY 210		SMITHFIELD, NC 27577-7931
15109034B	BARBOUR, NEEDHAM C			2964 NC HIGHWAY 210		SMITHFIELD, NC 27577-7929
15109034O	PARKER, DARREN MITCHELL JOINT TENANTS (WROS)			3001 NC HIGHWAY 210		SMITHFIELD, NC 27577-7934
15109034E	BARBOUR, JIMMY C			300 SKINNER RD		FOUR OAKS, NC 27524-8458
15109035D	CASEY, PORTER W				PO BOX 1270	CLAYTON, NC 27528-1270
15109034I	BARBOUR, JIMMY C			300 SKINNER RD		FOUR OAKS, NC 27524-8458
15109034J	NORRIS, KENNETH SCOTT			2841 GALILEE RD		SMITHFIELD, NC 27577-7986
15109035E	POPE, GEORGE H			3550 NC HIGHWAY 210		SMITHFIELD, NC 27577-7927
15109035C	COX, LARRY E. DBA			110 WILSONS MILLS RD		SMITHFIELD, NC 27577-3229
15109035H	POPE, JOHN L			2728 GALILEE ROAD		SMITHFIELD, NC 27577-7993
15099195C	WALLACE, TIMOTHY WAYNE			4516 BLACK CREEK RD		SMITHFIELD, NC 27577-7843
15099195B	WALLACE, TIMOTHY WAYNE			4516 BLACK CREEK RD		SMITHFIELD, NC 27577-7843
15109034P	JONES, RICHARD H			3027 NC HIGHWAY 210		SMITHFIELD, NC 27577
15109039K	MCKENZIE, JAMES WILTON			3006 NC HWY 210		SMITHFIELD, NC 27577-0000
15109034G	JOHNSTON COUNTY BOARD OF ED				PO BOX 1336	SMITHFIELD, NC 27577-0000
15109034H	HOME RE-DO, INC			2893 NC HIGHWAY 210		SMITHFIELD, NC 27577-7932

Jubilee Creek Subdivision

File Number:
S-24-01

Project Name:
Jubilee Creek

Location:
NC 210 &
Galilee Rd

Tax ID#:
15109034M

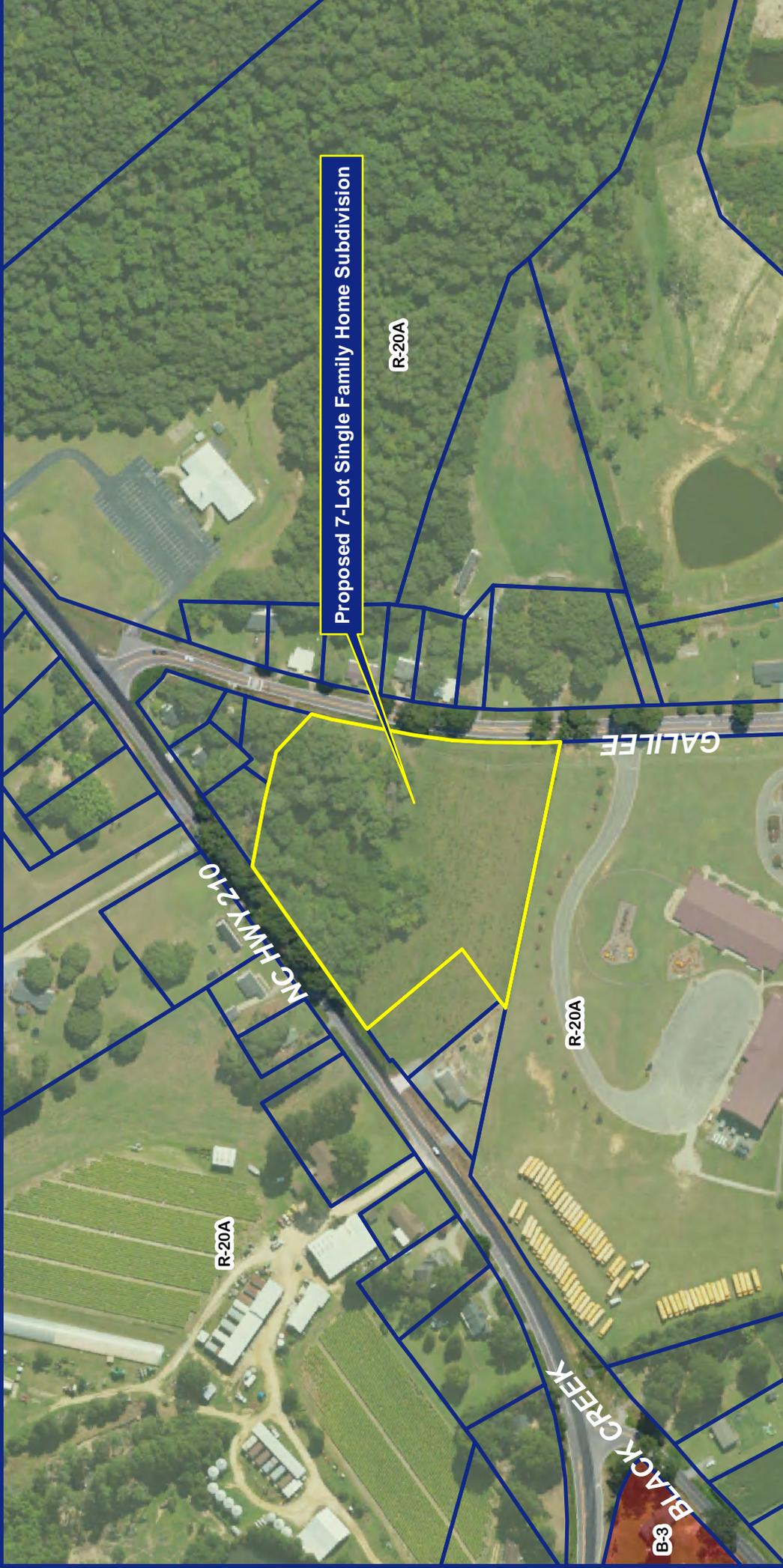
Existing Zoning:
R-20A

Owner:
CHM Homes, Inc

Applicant:
McIntyre and
Associates, PLLC



1 in = 258 ft
Map created by Chloe Allen
Planner 1 on 2/12/24



Proposed 7-Lot Single Family Home Subdivision



Request for Town Council Action

**Business
Item:** RZ-24-01
Date: 05/07/2024

Subject: Zoning Map Amendment
Department: Planning Department
Presented by: **Planning Director - Stephen Wensman**
Presentation: **Business Agenda Item**

Issue Statement

Harrison Tulloss and Allen Grosclose are requesting a zoning map amendment to rezone two properties, a 0.72-acre property and 14.30-acre, located on Swift Creek Road north of Johnston County Regional Airport from R-20A (Residential-Agriculture) to LI (Light Industrial).

Financial Impact
None.

Action Needed

The Town Council is respectfully requested to review the rezoning and to approve or deny the request.

Recommendation

Planning Staff and the Planning Board recommend approval of the rezoning, RZ-24-01, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Recorded Annexation
5. Adjacent Property Owner Listing
6. **Planning Board Minutes**
7. Zoning Map



Staff Report

Business Item: RZ-24-01

REQUEST:

Harrison Tulloss and Allen Grosclouse are requesting the rezoning of two parcels owned by Blueline Aviation, a 0.72 and 14.30 acres from R-20A (Residential/Agriculture) to LI (Light Industrial).

PROPERTY LOCATION:

The property is located on Swift Creek Road across from the main terminal of the Johnston County Regional Airport and east of the Airport Industrial Park.

SITE DATA:

Tax ID# 15j08015b /15J08014C
 Acreage: 14.30 + .72
 Present Zoning: R-20A (Residential/Agricultural)
Proposed Zoning: LI (Light Industrial)
 Existing Use: Vacant
 Proposed Use: Light Industrial
 Town/ETJ: Town and ETJ
 Fire District: Wilson's Mills
 School Impacts: None
 Parks and Recreation: None
 Water Provider: Smithfield
 Sewer Provider: Smithfield
 Electric Provider: Duke

EXISTING CONDITIONS/ENVIRONMENTAL:

The smaller of the parcels was a former residential lot. The larger is vacant but was temporarily used for a gravel parking lot by Blue Line Aviation. There are no wetlands or environmental issues associated with these parcels.

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

	Zoning	Existing Land Uses
North	R-20A	Vacant
South	R-20A	Residential
East	R-20A	Airport
West	Light Industrial	Industrial

ANALYSIS:

The 14.30-acre parcel was annexed into the town in 2022. The .072-acre parcel is in the ETJ. The 14.30-acre parcel was previously rezoned to B-3-CZ with a master plan, but that plan is no longer viable, and the owner would like to rezone the property and the 0.72-acre adjacent property to light industrial to market the properties for sale.

- Comprehensive Plan. The rezoning is consistent with the Comprehensive Plan.

CONSISTENCY STATEMENT (Staff Opinion):

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

- Consistency with the Comprehensive Growth Management Plan - *The Comprehensive Plan guides the properties for Industrial/Employment.*
- Consistency with the Unified Development Code – *The site will be developed in accordance with the Light Industrial standards.*
- Compatibility with Surrounding Land Uses - *The property considered for rezoning is adjacent to an existing industrial development and across Swift Creek Road from the Johnston County Regional Airport and will be compatible.*

RECOMMENDATION:

Planning Staff and the Planning Board recommend approval of RZ-24-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDED MOTION:

Staff recommends the following motion:

“move to approve of zoning map amendment, RZ-24-01, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”



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

REZONING APPLICATION

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

Name of Project: Swift Creek Acreage of Property: 14.30 + .72
Parcel ID Number: 168509-05-2529/ 168500-14 Tax ID: 15j08015b /15J08014C
Deed Book: _____ Deed Page(s): _____
Address: 0 Swift Creek Rd. Smithfield NC
Location: Across the street from JoCo Airport

Existing Use: Commercial Proposed Use: Industrial
Existing Zoning District: _____
Requested Zoning District: _____
Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

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

Name: Blue Line Aviation LLC/ Imago Dei Ventures LLC
Mailing Address: 3149B SWIFT CREEK RD SMITHFIELD, NC 27577
Phone Number: 919-369-2683 Fax: _____
Email Address: trey@bluelineusa.com

APPLICANT INFORMATION:

Applicant: Harrison Tulloss/ Aaron Grosclouse
Mailing Address: 9051 Strickland Rd. ste 200
Phone Number: 919-279-2080/ 678-580-8950 Fax: _____
Contact Person: Harrison Tulloss
Email Address: Harrison.Tulloss@hpw.com/ aaron@blueline-usa.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

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

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

STATEMENT OF JUSTIFICATION

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

Will provide metes and bounds for 168500-14-1603 in approx. 3 weeks.-
Attached is metes and bounds description for 168509-05-2529
:
Adjacent Property owners-Byrds Wholesale, EMG Properties LLC, DCB Building LLC,
Massengill Rental Properties, Arbuttina Investments Smithfield LLC

APPLICANT AFFIDAVIT

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

Harrison Tulloss

Print Name

Harrison Tulloss

Signature of Applicant

datloop verified
04/17/24 2:12 PM EDT
RMD6-0BBM-BQ7X-EXHM

Date



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

OWNER'S CONSENT FORM

Name of Project: _____ Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to Harrison Tulloss (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.

<i>Charles Walters</i>	dotloop verified 04/17/24 5:53 PM EDT 7YL-2SAU-AX6Y-HJQD	Charles Walters	4/17/2024
<i>Signature of Owner</i>		<i>Print Name</i>	<i>Date</i>

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

<i>Harrison Tulloss</i>	dotloop verified 04/17/24 2:12 PM EDT CWN3-1IFL-GNDS-JLNS	Harrison Tulloss	4/17/2024
<i>Signature of Owner/Applicant</i>		<i>Print Name</i>	<i>Date</i>

FOR OFFICE USE ONLY

File Number:	Date Received:	Parcel ID Number:
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**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-24-01**

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

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

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

That the Town Council recommendation regarding text amendment RZ-24-01 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment RZ-24-01 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



SWIFT CREEK ROAD

REZONING DESCRIPTION

AN AREA OF LAND NOW OR PREVIOUSLY OWNED BY BLUE LINE AVIATION, LLC (DB 6389 PG 155) AND IMAGO DEI VENTURES, LLC (DB 6387 PG 219) LOCATED IN THE TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE S 15-46-11 W ON THE WEST LINE OF SWIFT CREEK ROAD, A DISTANCE OF 212.99 FEET TO A POINT;

THENCE S 20-41-30 W CONTINUING ON THE WEST LINE OF SWIFT CREEK ROAD, A DISTANCE OF 80.43 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE SOUTH LINE OF SAID LANDS OWNED BY IMAGO DEI VENTURES, LLC;

THENCE N 72-17-05 W ON THE SAID SOUTH LINE OF IMAGO DEI VENTURES, LLC, A DISTANCE OF 93.87 FEET TO AN IRON PIPE;

THENCE N 17-22-05 E ON THE WEST LINE OF IMAGO DEI VENTURES, LLC A DISTANCE OF 332.71 FEET TO AN IRON PIN AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY ARBUTINA INVESTMENTS SMITHFIELD LLC (DB 6472 PG 306);

THENCE N 48-51-54 W ON THE NORTHEASTERLY LINE OF SAID ARBUTINA LANDS, A DISTANCE OF 226.82 FEET TO AN IRON PIPE AT THE EASTERN MOST CORNER OF LANDS NOW OR FORMERLY OWNED BY DCB BLDG LLC (DB 6437 PG 76);

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

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

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

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

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

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

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

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

- (1) S 32-34-33 W A DISTANCE OF 40.76 FEET TO AN IRON BAR;
- (2) S 28-33-01 W A DISTANCE OF 66.55 FEET TO AN IRON BAR;
- (3) S 24-04-37 W A DISTANCE OF 61.71 FEET TO AN IRON BAR;

(4) S 18-59-20 W A DISTANCE OF 156.05 FEET TO THE POINT OF BEGINNING.
CONTAINING 658,467 SQUARE FEET, OR 15.12 ACRES MORE OR LESS.

OWNER TABLE			
#	OWNER	PIN #	DEED REFERENCE
P1	BLUE LINE AVIATION, LLC	168509-05-2529	DB 6389 PG 155
P2	IMAGO DEI VENTURES, LLC	168500-14-1603	DB 6387 PG 219
			AREA
			628,567 SF
			14.43 AC
			38,508 SF (0.88 AC) (8,608 SF IN R/W)
			NET: 29,900 SF (0.69 AC)
			PROPOSED ZONING
			PUD
			R-20A
			INDUSTRIAL
			INDUSTRIAL

SUNSET POINTE
SUBDIVISION
PB 67 PG 36
ZONING: R-20A

VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THIS IS A PROPOSED REZONING EXHIBIT
2. AREA SHOWN HEREON COMPUTED BY COORDINATE METHOD.
3. THE BASIS OF THE BEARING SHOWN HEREON IS NC STATE PLANE GRID NORTH;
4. SUBJECT PROPERTIES KNOWN AS PARCEL NUMBERS: AS SHOWN

LEGEND

- CALCULATED POINT
- BOUNDARY MONUMENT
- BOUNDARY LINE
- ▨ PROPOSED INDUSTRIAL ZONING

LINE #	BEARING	DISTANCE
L1	N 49°13'59" W	100.89'
L2	S 32°34'33" W	40.76'
L3	S 28°33'01" W	66.55'
L4	S 24°04'37" W	61.71'
L5	S 18°59'20" W	156.05'
L6	N 49°13'59" W	33.10'
L7	S 15°46'11" W	200.29'
L8	S 20°41'30" W	80.16'
L9	N 72°17'05" W	30.04'
L10	N 72°17'05" W	93.87'
L11	S 15°46'11" W	212.99'
L12	S 20°41'30" W	80.43'

N/F
BYRDS WHOLESALE, INC
PIN 168509-05-3846
DB 185 PG 278
ZONING: R-20A

N/F
EMG PROPERTIES, LLC
PIN 167500-05-7398
DB 4542 PG 471
ZONING: L-1

N/F
DCB BLDG, LLC
PIN 168509-05-1257
DB 6038 PG 672
ZONING: L-1

N/F
DCB BLDG, LLC
PIN 168509-05-3202
DB 5884 PG 278
ZONING: L-1

N/F
MASSENGILL RENTAL
PROPERTIES I, LLC
PIN 168509-05-4180
DB 6072 PG 711
ZONING: L-1

N/F
DCB BLDG, LLC
PIN 168500-04-6994
DB 6437 PG 76
ZONING: L-1

N/F
BLUE LINE AVIATION, LLC
PIN 168509-05-2529
DB 6389 PG 155
628,567 SQ. FT.
14.43 ACRES +/-
CURRENT ZONING: PUD

N/F
ARBUTINA INVESTMENTS
SMITHFIELD, LLC
PIN 168500-04-8796
DB 6472 PG 306
ZONING: L-1

N/F
ARBUTINA
INVESTMENTS
SMITHFIELD, LLC
PIN 168500-04-8569
DB 6472 PG 306
ZONING: L-1

N/F
JAMES & ELIZABETH
HUDSON
PIN 168500-04-9346
DB 5989 PG 212
ZONING: R-20A

N/F
IMAGO DEI VENTURES, LLC
PIN 168500-14-1603
DB 6387 PG 219
38,508 SF (0.88 AC)
8,608 SF IN R/W
NET: 29,900 (0.69 AC)
CURRENT ZONING: R-20A



KCI ASSOCIATES OF N.C.
ENGINEERS, SURVEYORS AND PLANNERS
4505 FALLS OF NEUSE ROAD, FLOOR 4
RALEIGH, NC 27609
PHONE (919) 783-9214 • FAX (919) 783-9266

REZONING EXHIBIT
LANDS OF BLUE LINE AVIATION, LLC &
IMAGO DEI VENTURES, LLC
TOWN OF SMITHFIELD
JOHNSTON COUNTY NORTH CAROLINA
DATE: 2/27/24 SCALE: 1" = 125'
REVISED: SHEET: 1 OF 1

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
15J08015B	BLUE LINE AVIATION, LLC		3149B SWIFT CREEK RD		SMITHFIELD, NC 27577-6900
15J08014C	IMAGO DEI VENTURES, LLC		3149B SWIFT CREEK RD		SMITHFIELD, NC 27577-6900
15J08017G	ARBUTINA INVESTMENTS SMITHFIELD, LLC		13200 STRICKLAND RD STE 114-303		RALEIGH, NC 27613-5212
15J08017F	ARBUTINA INVESTMENTS SMITHFIELD, LLC		13200 STRICKLAND RD STE 114-303		RALEIGH, NC 27613-5212
15J08014B	HUDSON, JAMES ANTHONY	HUDSON, ELIZABETH PHELPS	3216 SWIFT CREEK RD		CLAYTON, NC 27520-6879
15079017D	JOHNSTON COUNTY AIRPORT AUTH		3146 SWIFT CREEK RD		SMITHFIELD, NC 27577
15J08015A	BYRDS WHOLESale INC		3777 US HIGHWAY 70 BUS W		CLAYTON, NC 27520-0000
15J08013	RIJSBERGEN, WILHELMUS HENDRIKUS VAN	RIJSBERGEN, APRIL ANN VAN	144 SUNSET POINTE DR		CLAYTON, NC 27520-4344
15J08013A	PROFFITT, MICHAEL Z		116 SUNSET POINTE DR		CLAYTON, NC 27520-4344
15J08013B	PREMIER PROPERTIES, LLC		311 NEW BERN AVE UNIT 28317		RALEIGH, NC 27611-0274
15J08017A	EMG PROPERTIES LLC		930 COUNTY ROAD 139		GAINESVILLE, TX 76240-6997
15J08017K	DCB BLDG, LLC		9541 INDUSTRY DR		RALEIGH, NC 27603-8143
15J08017J	DCB BLDG, LLC		9541 INDUSTRY DR		RALEIGH, NC 27603-8143
15J08017I	MASSENGILL RENTAL PROPERTIES I, LLC		181 GRILL RD		CLAYTON, NC 27520-7032
15J08017H	DCB BLDG, LLC		9541 INDUSTRY DR		RALEIGH, NC 27603-8143

**Town of Smithfield
Planning Board Minutes
Thursday, April 4th, 2024
Town Hall Council Chambers
6:00 PM**

Members Present:

Chairman Mark Lane
Vice-Chairman Debbie Howard
Bryan Stanley
Alisa Bizzell
Doris Wallace
Ashley Spain

Members Absent:

Wiley Narron

Staff Present:

Stephen Wensman, Planning Director
Chloe Allen, Planner I
Julie Edmonds, Administrative Support Specialist

Staff Absent:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA Debbie Howard made a motion to remove swearing in of Tara Meyer from the agenda, seconded by Doris Wallace. Unanimously approved.

APPROVAL OF MINUTES March 7th, 2023

Doris Wallace made a motion to approve the minutes, seconded by Bryan Stanley. Unanimously approved.

NEW BUSINESS

S-24-02 Hillcrest Dr/Poplar Dr/Riverdale Cir Subdivision: BRL Engineering & Surveying is requesting approval of the preliminary plat of a 33.99-acre parcel (Johnston County Tax ID# 15083049B), into a 10-lot single-family residential subdivision in the R-10 zoning district. ***This agenda item was quasi-judicial so the minutes aren't available.***

CZ-24-02 Local 70 PUD Conditional Zoning: Smithfield Growth LLC is requesting approval of a rezoning of a 163.62-acres of land (Johnston County Tax IDs 14057011Y, 145057011X and 14057011Y) located on both sides of M. Durwood Stephenson Parkway, bordered by Booker Dairy Road on the west and Highway 70 Bypass on the east, and north of the Smithfield Walmart from R-8 (Single, Two, and Multi-Family Residential) and B-3 (Highway Entranceway Business) to PUD Conditional for a mixed-use development.

Chloe Allen stated that the applicant is requesting approval of a rezoning of 163.62-acres of land with the Johnston County Tax IDs 14057011X, 14057011Y and 14057011Z along M. Durwood Stephenson Parkway from R-8 (Single, Two, and Multi-Family Residential) and B-3 (Highway Entranceway Business) to PUD (Planned Unit Development Conditional Zone). The site area south of M. Durwood Stephenson Parkway contains some non-jurisdictional ditches and wetlands. The site area north of M. Durwood Stephenson Parkway contains potentially jurisdictional and non-jurisdictional ponds, ditches, and wetlands. The site area to the east of M. Durwood Stephenson Parkway contains a potentially jurisdictional pond and blue line stream. The proposed master plan is intended to be a mixed-use, pedestrian-oriented, neighborhood scale development reflective of the Town's comprehensive plan. The neighborhood will be comprised of land uses ranging from single-family homes, townhomes, apartments, commercial/retail, medical offices and potentially industrial, private open space and environmental areas.

The proposed development has a density of 9.58 dwelling units per acre. The Maximum allowed by the UDO is 9.68. The developer has indicated that the master plan density is the maximum density they are seeking, but that the final design may be less. The townhouse and single-family areas may be less dense and will be determined in final design when the specific product and builder have been identified. The applicant is requesting approval for 830 dwelling units comprised of a mix of multi-family, single-family attached (townhomes) and single family detached over 86.67 acres of land. The masterplan shows the character areas and concept plan for the development, but actual mix and type of units are subject to change as the applicant selects a specific builder or builders and the condition of the market at that time.

The overall site is divided by M. Durwood Stephenson Parkway with the Business District land use area to the north and east and the primarily residential areas to the south and west. The area north of M. Durwood Stephenson shows road access onto M. Durwood Stephenson Parkway and lateral access to the west. The street and right-of-way design will be determined by the proposed development in this area. The primary streets in the southern area that access M. Durwood Stephenson Parkway will meet the town’s local street standard 27’ wide back-to-back in a 60 ft. right-of-way.

- Sixteen-foot-wide alleys in 22’ wide private R/W are proposed for rear access residential. A 20’ minimum rear setback is proposed from the back of the curb. These will be maintained by an HOA.
- The local public streets (no parking) - 27’ wide b/b in a 50’ wide R/W. The Town standard R/W width is 60’ wide.
- The local streets with on-street parking - 33’ wide b/b in a 56’ wide public right, and possibly 60’ wide. The Town standard R/W width is 60’ wide.
- Sidewalks are proposed on both sides of local streets, whereas the UDO requires only sidewalks on one side. A sidewalk will be required on the north side of M. Durwood Stephenson Road with the development of the non-residential parcels.
- A multi-use trail is proposed on the south side of M. Durwood Stephenson Road.
- The Town’s typical street section is a 60’ wide R/W. Fitting private and public utilities and providing enough space for healthy tree growth, a less than 60’ R/W can be challenging.

Non-Residential Standards. The applicant’s proposed non-residential development standards are:

LOCAL 70 DEVELOPMENT STANDARDS

NON-RESIDENTIAL USES

LOT STANDARDS	Non-Residential
Minimum Lot Area	N/A
Minimum Lot Width	N/A
SETBACKS	Non-Residential
Minimum Front Yard	14’-0”
Minimum Rear Yard	10’-0”
Minimum Side Yard	0’-0”
Minimum Corner Yard	0’-0”
BUILDING STANDARDS	Non-Residential
Maximum Building Height	72’-0”

The Town's corresponding B-3 District standards are:

(C) Front Yard Setback	
• Major shopping center	100/50 ft (see Sec. 8.9.2.1)
• Minor shopping center	50/35 ft (see Sec. 8.9.2.2)
• Other building or use	50/35 ft (see Sec. 8.9.2.2)
(D) Side Yard Setback	
• Major shopping center	50 ft
• Minor shopping center	15 ft (see Sec. 8.8.2.3)
• Other building or use	8 ft (see Sec. 8.8.2.3)
(E) Rear Yard Setback	
• Major shopping center	50 ft
• Minor shopping center	25 ft
• Other building or use	25 ft
(F) Maximum Building Height	40 ft (see Sec. 8.13.6)

The reduced setbacks should be conditioned on off-street parking being located behind or to the side of the principal structure. The landscape ordinance requires a 15' street yard landscaping area, so the reduced setback impacts the street yard by 1'. The town has a foundation planting requirement in addition to the street yard, so the applicant will need to provide a hybrid street yard that includes foundation plantings. The 72' building height exceeds the B-3 Standards. Within the B-3 district, only developments within 660' of I-95 are allowed to have building heights up to 100 feet. Given that the CD 5 Business District is within 660' of the US 70 Bypass, the building height is acceptable to staff. The UDO requires 50' setbacks from arterial roads. This standard should not be deviated from. The UDO requires a corner side yard equal to the front setback. Staff has no objection to the reduced corner side yard setback if the intersection site visibility standards are met.

The proposed minimum lot area is a 47% reduction from R-8 Standards and is comparable to the smallest lots in the East River Development (3700 sq. ft.). The reduced lot area and setbacks appear appropriate for an urban development with strong architecture, street design with street trees and parking in rear off of alleys. The minimum side yard setbacks are less than any subdivision development project in the town. Staff recommends a side yard setback no less than 5' or no less than 10' between houses. The Fire Marshal has expressed concern with the proposed setbacks, and has suggested increasing setbacks, using more non-combustible building materials, or adding residential fire sprinklers to reduce the risk of fire. The increased potential building height (60') is almost double the Town's standard (35'). The potential additional height is consistent with the urban character of the neighborhood described by the applicant.

The Planning Board should review the rezoning request and consider the following:

- Is it appropriate to have a rezoning without a well-defined Master Plan?
- Given the town's standard for 60' wide public right-of-way, is it appropriate to permit a 50' and 56' wide public rights-of-way?
- Are the proposed building heights appropriate for the area?
- Are the reduced Front (10' min) and Side yard (3' min) setbacks appropriate?
- Are the lot size and lot widths appropriate for the development?
- Will there be adequate parking and has the need for parking been adequately addressed?
- Does the rezoning provide a balance of "give and take"?
- Is it appropriate to have street trees if the HOA maintains them? Should they have a requirement to replace them if they die?
- Should there be buffers where lot sizes vary?

Planning Staff recommend the Planning Board recommend approval of CZ-24-02 with the following conditions:

1. That the future development plans for the project be in accordance with the approved Master Plan, B-3 Zoning District, and other UDO regulations with the following deviations:

(To be listed as approved)

2. The residential lots with front setbacks less than 25' provide for alley access in the rear.
3. In the non-residential areas with 14' front setback, a hybrid street yard that incorporates foundation shrubs shall be required.
4. That a 50' setback be maintained along M. Durwood Stephenson Parkway and Booker Dairy Road.
5. In the single-family detached residential areas, the side yard setback shall be no less than 5' from the property line, or 10' min between homes.
6. Townhouses that are less than 20' wide shall have vehicular access from the rear by alley or front on a parking lot.
7. The separation between townhouse buildings shall be no less than 20 feet.
8. The development shall comply with the town's street intersection site visibility requirements.
9. Residential garages shall be at least 14' x 22' to accommodate a standard vehicle (larger than East River).
10. All setback dimensions shall be to the property line, rather than from public sidewalk or edge of road.
11. All trees in the public right of way shall be maintained & replaced when needed by a Homeowners/Property Owners Association.

Debbie Howard asked if there would be a recommendation on height.

Stephen Wensman said the applicant proposed height but it can be conditioned to something different than what they are proposing.

Debbie Howard said she is confused why a single-family dwelling needs a 60 ft height.

Stephen Wensman said there were 50 ft setbacks on Durwood Stephenson Parkway and Booker Dairy Rd. He stated it didn't make sense to have a 50 ft setback along Booker Dairy Rd. Most of the homes are 35 ft from the road. He doesn't think this development should be treated any different. He recommends striking the part of condition number 4 pertaining to Booker Dairy Road.

Doris Wallace asked what Fire Marshall Blake Holloman meant by his concerns with the proposed setbacks?

Stephen Wensman said the Fire Marshall Blake Holloman is concerned with the 3ft setbacks. He felt that anything less than a 5ft setback should have a higher standard of material. It will be dependent on the fire rating of the building.

Mark Lane asked if there was a street connector that connects with Bayhill Drive?

Chloe Allen stated there is a small cul-de-sac.

Debbie Howard said that Bayhill Drive is stub road that was intended for future growth.

Mark Lane asked how this development was consistent with the Comprehensive Growth Management Plan?

Debbie Howard mentioned she was concerned with all of the deviations. She said minimum lot size 3,800 sq ft is way too small.

Mark Lane said a minimum lot size of 3800 sq ft wouldn't have anything to do with the Comp Plan and Chloe Allen said no it wouldn't.

Jody Leidolf with Local 70 stated that they are in full agreement with the conditions put forth by the Planning Department.

He stated they would commit to the 5-yard setbacks between homes, so the 10 ft minimum between structures works for them. They're flexible with the 10 ft front yard setback, if the board felt 12 ft was better, they would be able to make that happen.

Mark Lane asked how wide the alley way is?

Jody Leidolf said there's 22 feet right of way and 16-foot travel lane. They can extent the travel lane to 18 foot if necessary.

Debbie Howard asked on non-residential setbacks, why would there be a request for zero?

Jody Leidolf said so you can put two different buildings next to each other.

Mike Proffitt of 116 Sunset Pointe Drive, Clayton came forward to express his concerns on the impact on the Town with such large communities. He wonders if the sewer or water are up to date. He is also concerned about the increase in traffic. He stated there will be thousands more cars. He mentioned all the deviations to the requirements. He asked how much larger are these communities going to get?

Cyril Parr of 196 Bayhill Drive came forward. He stated his concern over the excess traffic. He's questioning how many homes will be built on Bayhill Drive. He asked if their stormwater ponds were going to be affected by all of these proposed homes? Will the new homes be part of their HOA?

Bryan Stanley asked the applicant if they had done a traffic study? If so, has it been submitted to DOT?

Jody Leidolf said yes, a traffic study had been conducted but it hasn't been submitted to DOT.

Bryan Stanley voiced his concerns over Local 70. He travels Durwood Stephenson Parkway daily taking his kids to daycare. He worries over the increase in traffic.

Stephen Wensman stated that interconnected streets relieve some of the pressure on the main throughfare.

Mark Lane mentioned the minimum lot size going from 8,000 to 3,800.

Debbie Howard asked if that was addressed in the conditions?

Stephen Wensman said we have no condition regarding minimum lot size. He said we have had a lot of proposals in the town for minimum lots sizes that are this size or smaller. It hasn't gone very well for those applicants. This is the first proposal where it makes sense because they are proposing most of the lots being rear loaded. The problem with narrow lot sizes are all of the driveways.

Bryan Stanley said for him, a 40 ft lot and a minimum 5ft setback on each side is a reasonable size for a front-loading home.

Stephen Wensman said the comp plan suggests anything less than 42 ft be rear loaded.

Bryan Stanley is ok with the lot width if the homes are rear loaded. If the homes are front loaded, he doesn't like the lot width.

Mark Lane asked when the traffic study was done?

Corey Mabus said last summer while school was still in session.

Bryan Stanley asked if it was safe to say that the applicant doesn't know the number of single family detached lots they have?

Jody Leidolf said they have two plans; one is 70% townhomes that's at 300 and one that 70% single-family detached that's at 200.

Bryan Stanley said he could give a better recommendation once he has setbacks and lot sizes. He said right now it isn't defined enough for him. This plan is very open ended.

Mark Lane items like building height and reduced front and side yard setbacks can be looked at when a better plan is brought before us. We can put conditions on them.

Stephen Wensman said I would consider the overall concept which is a very compact walkable neighborhood. You can't do that in our standards.

Ashley Spain says the plan they've presented tonight looks good. But we don't know that this is what we will see after completion.

Ashley Spain made a motion to table CZ-24-02, seconded by Bryan Stanley. Unanimously approved.

Mark Lane, we need more information on CD3A, CD3B and CD4 on the map.

RZ-24-01 Swift Creek Property Rezoning: Harrison Tulloss / Aaron Grosclouse are requesting the rezoning of two parcels (0.72 acre and 14.30 acres) (Johnston County Tax ID Nos. 15J08015B and 15J08014C) located on north side of Swift Creek Road near the entrance to the Johnston County Regional Airport from R20- A (Residential-Agriculture) to LI (Light Industrial).

Chloe Allen stated the applicants are requesting the rezoning of two parcels owned by BlueLine Aviation, 0.72 and 14.30 acres from R-20A (Residential/Agriculture) to LI (Light Industrial). The property is located on Swift Creek Road across from the main terminal of the Johnston County Regional Airport and east of the Airport Industrial Park. The smaller of the parcels was a former residential lot. The larger is vacant but was temporarily used for a gravel parking lot by Blue Line Aviation. There are no wetlands or environmental issues associated with these parcels. The 14.30-acre parcel was annexed into the town in 2022. The .072-acre parcel is in the ETJ. The 14.30-acre parcel was previously rezoned to B-3-CZ with a master plan, but that plan is no longer viable, and the owner would like to rezone the property and the 0.72-acre adjacent property to light industrial to market the properties for sale. The rezoning is consistent with the Comprehensive Plan. Planning Staff recommends approval of RZ-24-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

Mike Proffitt 116 Sunset Pointe Drive, Clayton came forward, he's a resident behind the lot. He understands growth, but his concern is the light industrial. He hears noise and feels vibrations from the work. He fears what noise he will be faced with by whomever buys this lot. He has an issue rezoning a lot to make it sellable.

Bryan Stanley asked Stephen Wensman to explain the setbacks and components of light industrial.

Stephen Wensman said the biggest impact for these folks is their rear buffer. The UDO requires a buffer which I think is 25ft comprised of greenspace with landscaping.

Debbie made a motion to recommend approval of zoning map amendment, RZ-24-01, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. Seconded by Doris Wallace. Unanimously approved.

Adjournment

Doris Wallace made a motion to adjourn, seconded by Ashley Spain. Unanimously approved.

Next Planning Board meeting is May 2nd, 2024 at 6pm.

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist

Swift Creek Rd Rezoning

File Number:
RZ-24-01

Project Name:
Blueline
Swift Creek Rd

Location:
Swift Creek Rd

Tax ID#:
15J08015B
15J08014C

Existing Zoning:
R-20A

Owner:
Blueline Aviation

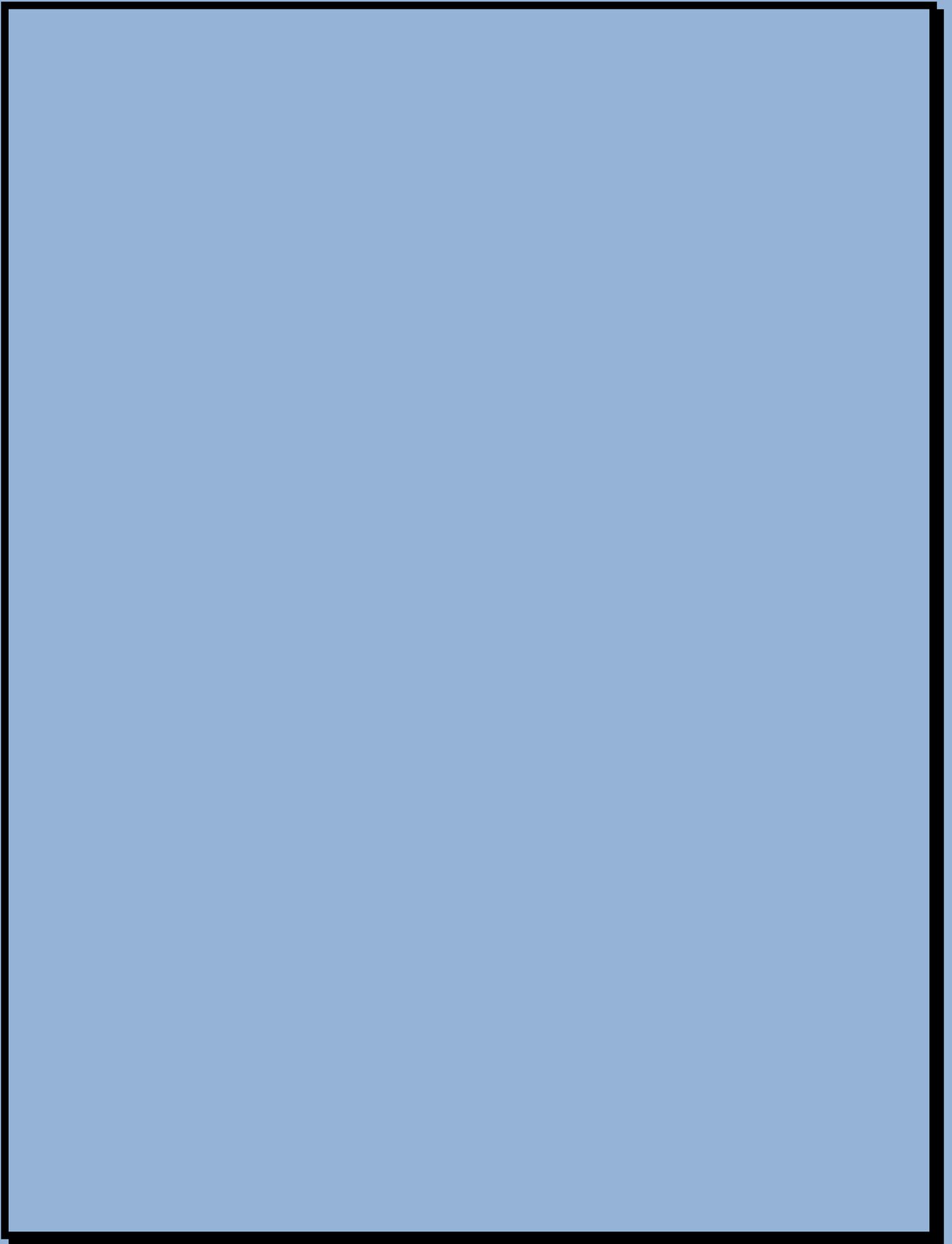
Applicant:
Harrison Tulloss &
Allen Groschlose



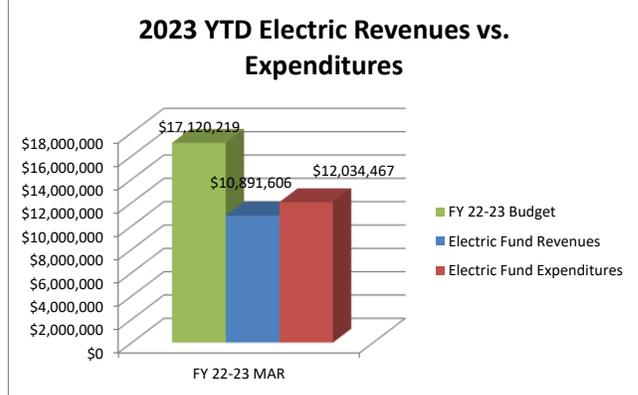
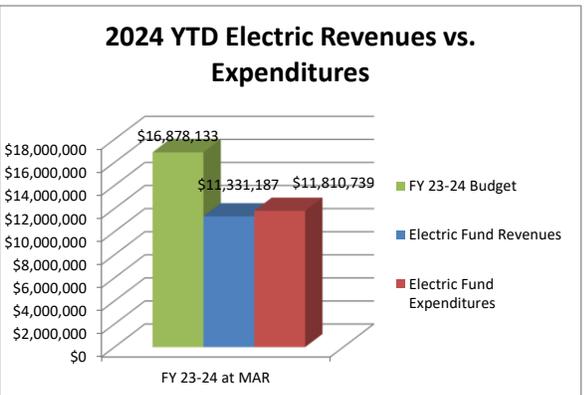
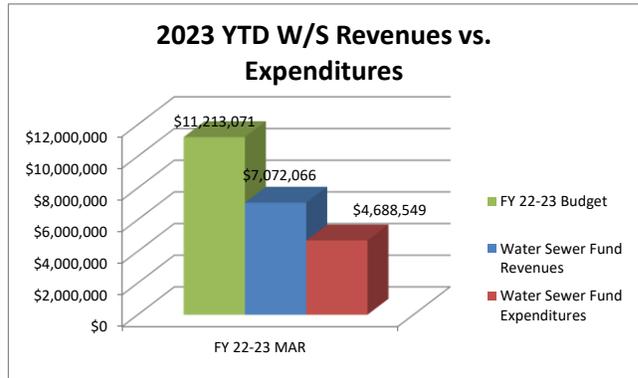
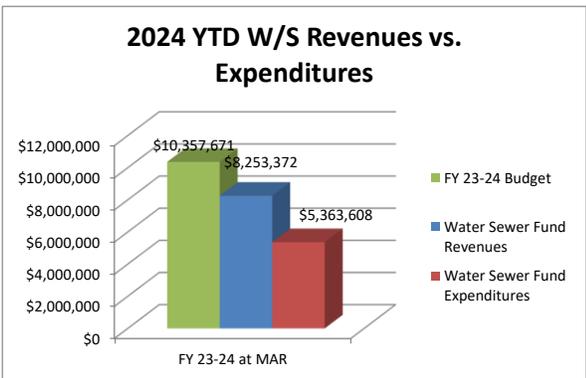
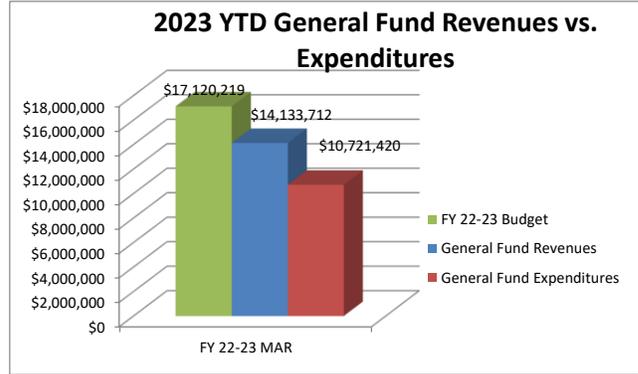
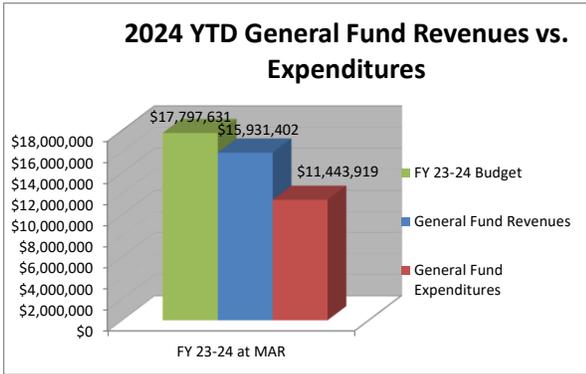
1 in = 342 ft
Map created by Chloe Allen
Planner 1 on 3/25/24



Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2024
Gauge: 9/12 or 75 Percent

75.00%

GENERAL FUND									
	Frequency	Actual to Date		Budget		Actual to Date		YTD %	
		FY '22-23	FY '23-24	FY '23-24	FY '23-24	FY '23-24	Collected		
Revenues									
Current & Prior Year Property Taxes	Monthly	\$ 6,770,748	\$ 7,436,900	\$ 7,960,043					107.03%
Motor Vehicle Taxes	Monthly	539,543	775,000	622,343					80.30%
Utility Franchise Taxes	Quarterly	735,559	965,000	810,764					84.02%
Local Option Sales Taxes	Monthly	2,266,702	3,100,000	3,010,997					97.13%
Aquatic and Other Recreation	Monthly	814,470	714,500	757,267					105.99%
Sanitation (Includes Penalties)	Monthly	1,053,083	1,519,310	1,080,471					71.12%
Grants		74,775	21,630	15,955					73.76%
All Other Revenues		1,878,832	1,784,484	1,673,562					93.78%
Transfers (Electric and Fire Dist.)		-	334,150	-					0.00%
Fund Balance Appropriated		-	1,146,657	-					0.00%
Total		14,133,712	\$ 17,797,631	\$ 15,931,402					89.51%

	Actual to Date		Budget		Actual to Date		YTD %	
	FY '22-23	FY '23-24	FY '23-24	FY '23-24	FY '23-24	Spent		
Expenditures								
General Gov.-Governing Body	\$ 345,542	\$ 488,076	\$ 364,519					74.68%
Non Departmental	657,984	1,240,026	838,836					67.65%
Debt Service	400,763	438,296	389,739					88.92%
Finance	109,587	162,590	112,478					69.18%
IT	78,187	303,162	176,818					58.32%
Planning	304,859	408,658	252,567					61.80%
Police	2,985,510	4,636,274	3,090,210					66.65%
Fire	1,868,302	3,042,526	1,934,894					63.59%
General Services/Public Works	464,206	706,233	501,632					71.03%
Streets	329,757	746,065	304,362					40.80%
Motor Pool/Garage	70,903	198,685	123,958					62.39%
Powell Bill	370,599	475,548	463,085					97.38%
Sanitation	1,068,783	1,936,360	1,106,106					57.12%
Stormwater	44,015	216,225	23,469					10.85%
Parks and Rec	804,521	1,223,107	808,015					66.06%
SRAC	771,792	1,275,305	920,515					72.18%
Sarah Yard Center	46,110	58,696	32,716					55.74%
Contingency	-	241,799	-					0.00%
Total	\$ 10,721,420	\$ 17,797,631	\$ 11,443,919					64.30%

YTD Fund Balance Increase (Decrease) 3,412,292 (0) 4,487,483

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2024
Gauge: 9/12 or 75 Percent

75.00%

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	\$ 1,968,942	\$ 2,912,000	\$ 2,152,665	73.92%
Water Sales (Wholesale)	1,420,296	2,080,380	1,913,099	91.96%
Sewer Charges	3,375,579	4,800,000	3,598,560	74.97%
Penalties	51,640	60,000	46,911	78.19%
Tap Fees	5,275	3,000	20,335	677.83%
Other Revenues	250,334	184,000	521,802	283.59%
Fund Balance Appropriated	-	318,291	-	0.00%
Total	\$ 7,072,066	\$ 10,357,671	\$ 8,253,372	79.68%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Spent
Water Plant (Less Transfers)	\$ 1,507,773	\$ 2,479,704	\$ 1,651,505	66.60%
Water Distribution/Sewer Coll (Less Transfers)	2,948,991	5,222,563	3,416,784	65.42%
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	\$ 4,688,549	\$ 10,357,671	\$ 5,363,608	51.78%

YTD Fund Balance Increase (Decrease) 2,383,517 - 2,889,764

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Electric Sales	\$ 10,573,526	\$ 16,320,000	\$ 10,837,332	66.41%
Penalties	66,154	80,000	71,121	88.90%
All Other Revenues	251,926	252,000	422,734	167.75%
Fund Balance Appropriated	-	226,133	-	0.00%
Total	\$ 10,891,606	\$ 16,878,133	\$ 11,331,187	67.14%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Spent
Administration/Operations	\$ 2,189,470	\$ 3,121,377	\$ 2,365,002	75.77%
Purchased Power - Non Demand	3,484,422	12,450,000	3,617,173	73.06%
Purchased Power - Demand	4,600,858	-	4,611,990	
Purchased Power - Debt	867,132	-	867,132	
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	550,000	632,320	-	0.00%
Transfers to General Fund	-	95,150	-	0.00%
Total	\$ 12,034,467	\$ 16,878,133	\$ 11,810,739	69.98%

YTD Fund Balance Increase (Decrease) (1,142,861) - (479,552)

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2024
Gauge: 9/12 or 75 Percent

75.00%

CASH AND INVESTMENTS FOR MARCH

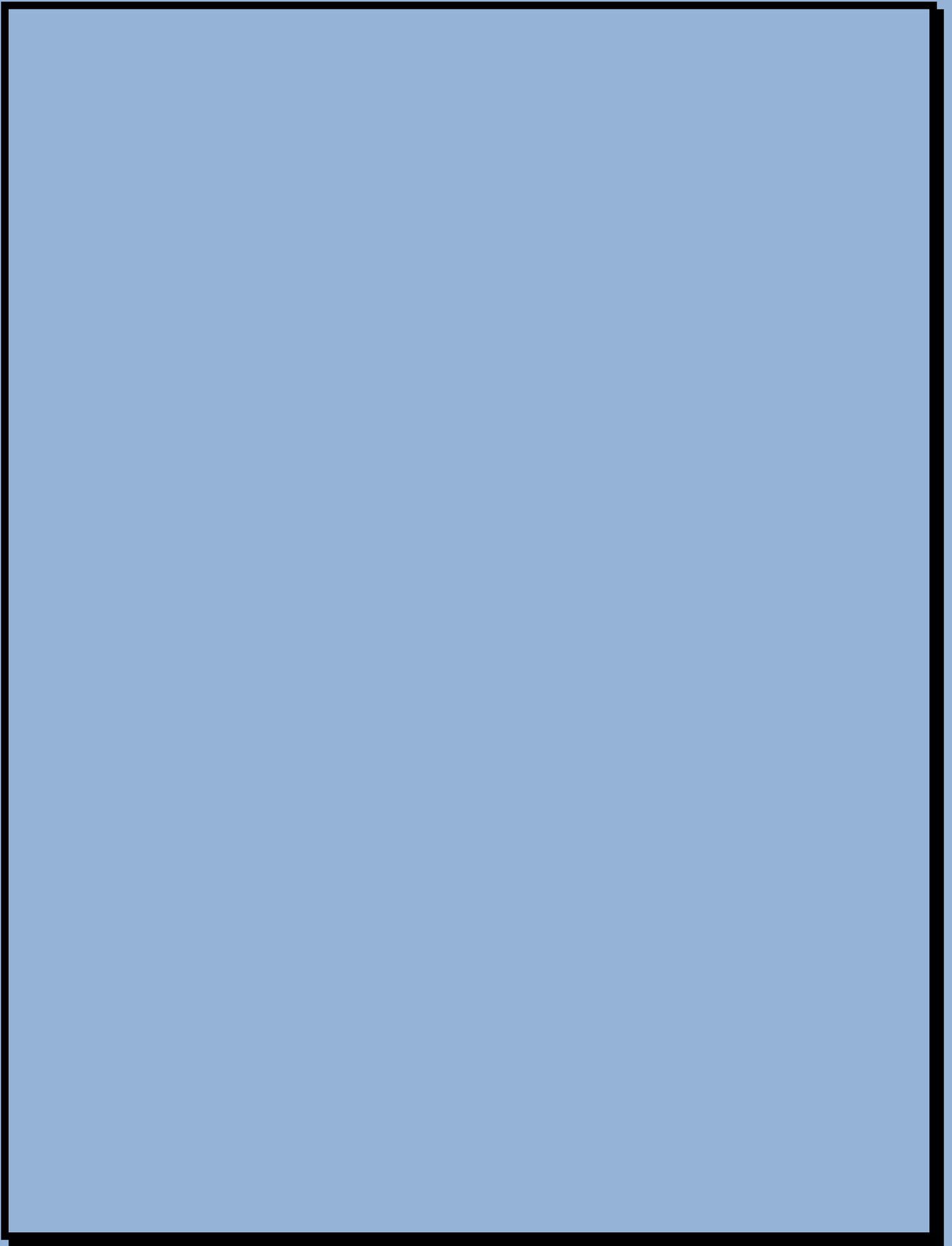
General Fund (Includes P. Bill)	21,461,844			
Water and Sewer Fund	14,591,070			
Electric Fund*	11,809,886			
ARPA (20)	2,474,257			
SCIF (21)	1			
JB George Endowment (40)	136,191			
Water Plant Expansion (43)	954,817			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	1,016,637			
Capital Project Fund: General (46)	926,257			
Capital Project Fund: Electric (47)	234,673			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(14,926)	1st CITIZENS	36,720,506	1.75%
Firemen Relief Fund (50)	109,122	NCCMT	5,355,249	5.000%
Fire District Fund (51)	442,866	KS BANK	2,425,229	3.00%
General Capital Reserve Fund (72)	6,495	TRUIST	10,106,652	3.25%
Total	<u>\$ 54,607,636</u>		<u>\$ 54,607,636</u>	

*Plug 0

Account Balances Confirmed By Finance Director on

4/23/2024

Department Reports





FINANCE DEPARTMENTAL REPORT FOR MARCH, 2024

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

Daily Collections/Property Taxes/Other.....	\$2,784,214
Franchise Tax.....	255,976
Sales & Use Tax.....	368,680
Powel Bill.....	<u>0</u>
Total Revenue	\$3,408,870
Expenditures: General, Water, and Electric.....	\$3,231,748

FINANCE:

- Compiled and submitted monthly retirement report for November on 3/31/2024.
- Issued 66 purchase orders
- Processed 794 vendor invoices for payment and issued 430 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 8 NSF Checks/Fraudulent Card Chargebacks (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$1,568.78 (EMS: \$582.45; SRAC: \$88.88; Utility: \$897.45; and Other: \$0)
- Penn Credit - Bad Debt Collections received in August \$0; Total collections calendar year-to-date \$23,185.67
- Invoiced 0 grave opening (10-40-3400-3403-0003) for a total of \$0.
- Invoiced Johnston Community College for Police Security in March, 2024
- Earned \$55,029.78 in interest from FCB and paid \$3,272.13 in fees on the central depository account.
- Paid \$16,316 in credit/debit/Tyler card fees, but received \$10,346 (31-72-3550-3520-0002) in convenience fees

FINANCE DIRECTOR

- Attended Town Council Meeting on March 05 and 19, 2024
- Cancelled PNC Merchant Account March 4, 2024. Now with FCB
- Attended NCGFOA Conference in Winston-Salem March 6-9, 2024
- Assistant Finance Director attended UNC SOG Government Accounting & Finance Reporting class March 12-15, 2024
- Paid Utility Sales Tax on 03/19/2024
- Attended Department Head Meetings on 03/04/ and 03/19/2024



Planning Department Development Report

Friday, April 26, 2024

Project Name: **CarMax**
 Request: Dealership and Auction
 Location
 Tax ID#: 15L10061 PIN#:
 Project Status **In First Review**
 Notes:

Site Plan 24-06	
Submittal Date:	4/24/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Wellons Woods**
 Request: 44 lot single family subdivision
 Location
 Tax ID#: 15049017 15049014 PIN#:
 Project Status
 Notes:

Subdivision 24-03	
Submittal Date:	4/23/2024
Planning Board Review:	6/6/2024
Board of Adjustment Review:	
Town Council Hearing Date:	6/18/2024
Approval Date:	

Project Name: **Local 70**
 Request: Mixed Use PUD with 627 dwelling units consisting of 324 multi
 Location
 Tax ID#: 14057011X, 14057011 PIN#:
 Project Status
 Notes:

Conditional Zoning 24-02	
Submittal Date:	4/22/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	

Project Name: **Waddell Townes**
 Request: 17-unit townhome development on 1.92 acres
 Location 19 Waddell Street
 Tax ID#: 15005022, 15005023 PIN#: 260413-03-1645 260
 Project Status
 Notes:

Special Use 2024-01	
Submittal Date:	4/9/2024
Planning Board Review:	6/6/2024
Board of Adjustment Review:	
Town Council Hearing Date:	6/18/2024
Approval Date:	

Project Name: **Johnston County**
Request: rezone R20A to O/I
Location
Tax ID#: PIN#:
Project Status
Notes:

Map Amendment 2024-02	
Submittal Date:	4/5/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	

Project Name: **1558 West Market St.**
Request: Rezone 2.41 acres from R-20A to B-3
Location
Tax ID#: PIN#:
Project Status
Notes:

Map Amendment 2024-03	
Submittal Date:	4/5/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	

Project Name: **Heavner Properties**
Request: Rezone 9.61 acres from R-10/R-20A to R-8
Location
Tax ID#: PIN#:
Project Status
Notes:

Map Amendment 2024-04	
Submittal Date:	4/5/2024
Planning Board Review:	5/2/2024
Board of Adjustment Review:	
Town Council Hearing Date:	5/21/2024
Approval Date:	

Project Name: **Hillcrest-Poplar-Riverdale**
Request: 11 lot subdivision
Location
Tax ID#: PIN#:
Project Status
Notes:

Subdivision 24-02	
Submittal Date:	3/27/2024
Planning Board Review:	4/4/2024
Board of Adjustment Review:	
Town Council Hearing Date:	4/16/2024
Approval Date:	4/16/2024

Project Name: **Express Oil Change**
 Request: Site Plan Approval
 Location 1266 North Bright Leaf Boulevard
 Tax ID#: 14074013A PIN#: 260414-44-7577
 Project Status In First Review
 Notes:

Site Plan 24-04	
Submittal Date:	3/3/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **SST Annexation**
 Request: Annexation of Samet Property
 Location
 Tax ID#: PIN:
 Project Status
 Notes:

Annexation 2024-01	
Submittal Date:	3/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Hollys Open Air Market**
 Request: 15' Variance for Gas Canopy
 Location 716 South Brightleaf Boulevard
 Tax ID#: 15041023 PIN#: 169306-48-0172
 Project Status Scheduled for Public Hearing
 Notes: April BOA Meeting

Variance 2024-03	
Submittal Date:	3/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

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:	3/25/2024

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 Second 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 Approved
 Notes:

Site Plan 2024-02	
Submittal Date:	2/1/2024
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	3/25/2024

Project Name: **Lynn's Automotive Repair**
 Request: Site Improvements and Building reuse
 Location 559 West Market Street
 Tax ID#: 15080062D PIN#: 27577
 Project Status In Second Review
 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 form 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 vehicluar 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 requirments 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:	4/27/2023

Project Name: **Eagle Nest**
 Request: 7 Lot major subdivision
 Location Galilee Road
 Tax ID#: 15I09034M PIN#: 167300-68-6881
 Project Status **Withdrawn**
 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 Eminent

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 recommends 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 recommends 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 recommends 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 recommended 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 Brighleaf 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 March 2024

		Permit Fees	Permits Issued
Zoning	Land Use	\$600.00	6
Subdivisions	Major Subdivision	\$950.00	5
Site Plan	Minor Site Plan	\$225.00	8
Zoning	Sign	\$200.00	5
Report Period Total:		\$1,975.00	24
Fiscal YTD Total:		\$4,750.00	108

Permit#	Permit Type	Sub Type	Address	File Open Date	Fees
SP24-000040	Site Plan	Minor Site Plan	403-417 Hopewell Branch Court	03/01/2024	50
SP24-000041	Site Plan	Minor Site Plan	6408 Black Creek Road	03/04/2024	25
Z24-000029	Zoning	Sign	1698 East Booker Dairy Road	03/04/2024	0
SP24-000042	Site Plan	Minor Site Plan	3037 Buffalo Road	03/05/2024	25
Z24-000030	Zoning	Land Use	1025 Outlet Center Drive Ste 600	03/05/2024	100
Z24-000031	Zoning	Sign	250 North Equity Drive	03/05/2024	50
Z24-000032	Zoning	Sign	1051 Outlet Center Drive	03/06/2024	50
Z24-000033	Zoning	Land Use	1051 Outlet Center Drive	03/06/2024	100
SP24-000043	Site Plan	Minor Site Plan	418 Westerman Place	03/07/2024	25
Z24-000034	Zoning	Land Use	101 East Market Street Suite 1-G	03/07/2024	100
SP24-000044	Site Plan	Major Site Plan	275-291 Peebles Drive	03/11/2024	125
SP24-000045	Site Plan	Major Site Plan	266-282 Peebles Drive	03/11/2024	125
SP24-000046	Site Plan	Minor Site Plan	125 McCoy Drive	03/12/2024	25
Z24-000035	Zoning	Sign	839 North Brightleaf Boulevard	03/13/2024	50
Z24-000036	Zoning	Land Use	907 South Brightleaf Boulevard	03/13/2024	100
SP24-000047	Site Plan	Minor Site Plan	48 Tangueray Drive	03/15/2024	25
Z24-000038	Zoning	Land Use	514 North Brightleaf Boulevard Suite	03/15/2024	100
SP24-000048	Site Plan	Minor Site Plan	1203 Massey Street	03/18/2024	25
Z24-000039	Zoning	Land Use	1263 North Brightleaf Boulevard	03/19/2024	100
Z24-000040	Zoning	Sign	302 South Brightleaf Boulevard	03/19/2024	50
SP24-000049	Site Plan	Major Site Plan	150-242 Sandstone Street	03/22/2024	300
SP24-000050	Site Plan	Major Site Plan	249-315 Sandpiper Street	03/22/2024	300
SP24-000051	Site Plan	Minor Site Plan	304-306 Durham Street	03/22/2024	25
SP24-000052	Site Plan	Major Site Plan	1043 Outlet Center Drive	03/25/2024	100



SMITHFIELD POLICE DEPARTMENT

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

MONTHLY STATISTICS

MONTH ENDING MARCH 31, 2024

	<i>MONTHLY TOTAL</i>	<i>YEAR TO DATE TOTAL</i>
CALLS FOR SERVICE	1700	4864
INCIDENT REPORTS TAKEN	93	309
BURGLARY	0	2
CASES CLOSED	77	245
ACCIDENT REPORTS	77	241
ARREST REPORTS TAKEN	74	221
DRUGS	17	61
DWI	7	15
CITATIONS ISSUED	222	623
PARKING/PAID	98/22	221/66
SPEEDING	9	18
NOL/DWLR	77	210
FICT/CNCL/REV REG CARD/TAG	7	129

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

REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2024

PART I CRIMES	March	March	+/-	Percent	Year-To-Date		+/-	Percent
	2023	2024		Changed	2023	2024		Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	0	0	0	N.C.	0	1	1	N.C.
ROBBERY	1	0	-1	-100%	1	2	1	100%
Commercial	1	0	-1	-100%	1	0	-1	-100%
Individual	0	0	0	N.C.	0	2	2	N.C.
ASSAULT	7	3	-4	-57%	16	8	-8	-50%
* VIOLENT *	8	3	-5	-63%	18	12	-6	-33%
BURGLARY	7	2	-5	-71%	16	8	-8	-50%
Residential	5	2	-3	-60%	9	6	-3	-33%
Non-Resident.	2	0	-2	-100%	7	2	-5	-71%
LARCENY	26	14	-12	-46%	78	59	-19	-24%
AUTO THEFT	2	3	1	50%	5	8	3	60%
ARSON	0	0	0	N.C.	1	0	-1	-100%
* PROPERTY *	35	19	-16	-46%	100	75	-25	-25%
PART I TOTAL:	43	22	-21	-49%	118	87	-31	-26%
PART II CRIMES								
Drug	19	16	-3	-16%	44	58	14	32%
Assault Simple	7	7	0	0%	30	23	-7	-23%
Forgery/Counterfeit	1	1	0	0%	4	3	-1	-25%
Fraud	10	4	-6	-60%	31	13	-18	-58%
Embezzlement	1	0	-1	-100%	1	2	1	100%
Stolen Property	0	0	0	N.C.	1	3	2	200%
Vandalism	1	6	5	500%	8	12	4	50%
Weapons	0	1	1	N.C.	1	2	1	100%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	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.	0	7	7	N.C.	8	17	9	113%
Liquor Law Violation	1	0	-1	-100%	1	1	0	0%
Disorderly Conduct	2	0	-2	-100%	3	0	-3	-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	24	-3	-11%	83	62	-21	-25%
PART II TOTAL:	69	66	-3	-4%	217	197	-20	-9%
GRAND TOTAL:	112	88	-24	-21%	335	284	-51	-15%

N.C. = Not Calculable



Town of Smithfield
Fire Department
March 2024

I. Statistical Section

Mar.

Confirmed Structure Fires	5
EMS Responses	194
Misc./Other Calls	29
Mutual Aid Calls	7
TOTAL EMERGENCY RESPONSES	287

Mar. YTD

Fire Inspections	68	229
Public Fire Education Programs	2	2
# Of Children Educated	22	22
# Of Adults Educated	16	16
Plans Review Construction/Renovation Projects	26	59
Fire Department Permits reviewed / Issued	16	78
Business Preplans	0	0
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

Mar. YTD

Inspections	\$1,550.00	\$2,750.00
Fire Recovery USA	\$1,710.40	\$2,771.40

III. Personnel Update:

1 vacant Full-time positions (1-Firefighter I). 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 11 of 21 days
- Total Training Hours for March = 942.5 hours
- Continue budget process

- Opened application process to hire for the vacant FF position
- Finalize Fire Department Annual Report 2023
- New Fire Engine preconstruction meeting (SD)
- Website Updating
- Pre-Incident Survey Guidelines
- Residential Inspections Occupancies
- Fire Investigations Program work
- Fire Watch Standby for JCC Concert
- Mar. 2 & 3 – Smithfield Fire Conference
- Mar. 19 – Public Education – Bright Start Daycare
- Mar. 23 – American Red Cross Smoke Alarm Canvas – S. Brightleaf & Galilee
- Mar. 27 & 28 – ICS 400 class

V. Upcoming Plans

- Website Updating (Continuing)
- Complete the hiring process for vacant FF position (Interviews and Agility Testing)
- Plans Review
- Ham & Yam Planning/ Food Vendor Inspections
- Fire Investigation Program Work
- Meeting with Skyware Global

**Town of Smithfield
Public Works Department
March 31, 2024**



<u>133</u>	Total Work Orders completed by the Public Works Department
<u>4</u>	Burials, at \$725.00 each = <u>\$2,200.00</u>
<u>0</u>	Cremation Burial, \$425.00 each = \$0
<u>\$3,000.00</u>	Sunset Cemetery Lot Sales
<u>\$0</u>	Riverside Extension Cemetery Lot Sales
<u>451.26</u>	tons of household waste collected
<u>134.00</u>	tons of yard waste collected
<u>2.77</u>	tons of recycling collected
<u>0</u>	gallons of used motor oil were recycled
<u>0</u>	scrap tires were recycled



Reporting

03/01/2024 - 03/31/2024

Last Month

Work Orders 11

Purchase Orders

Reporting

Requests

Assets

Messages 1

Categories

Parts Inventory

Library

Meters

Locations

Teams / Users

Vendors

Summary

Asset Hea...

New

Reporting Details

Recent Activity

Export Data

Custom Dashboards

Assigned To

Due Date

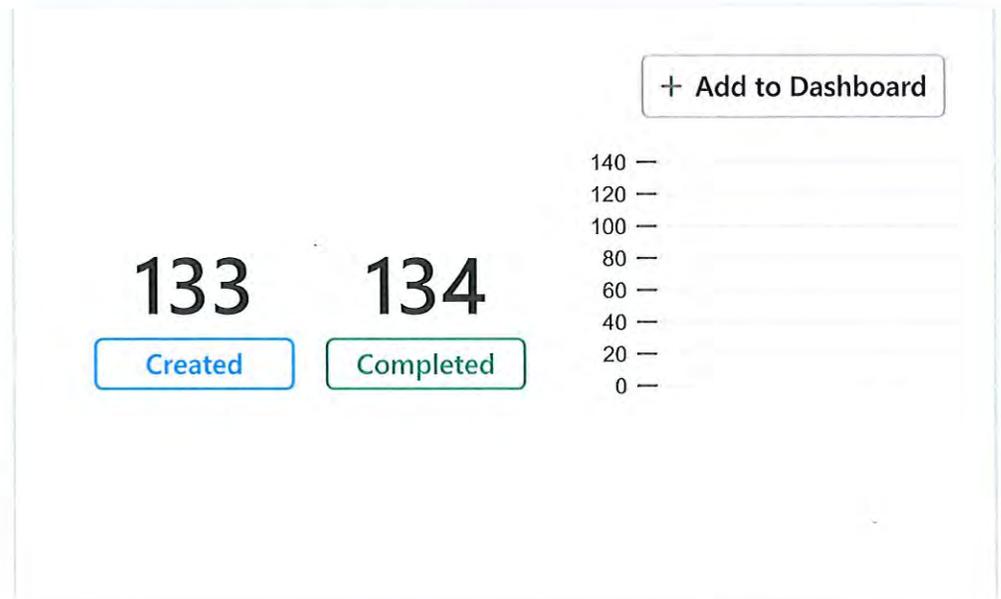
Category

+ Add Filter

My Filters

Created vs. Completed

Created vs. Completed



Grouped by: Team | User | Asset | Location

Created vs. Completed



Category	Assigned	Completed	Cor
Sanitation Division	49	50	102
Streets Division	7	7	100
Appearance Division	31	31	100
Funeral records	2	2	100
Drainage	42	42	100
Utilities	3	3	100

Support

Lawrence Davis
Settings

**Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
March 31, 2024**



I. Statistical Section

- 3 Burials
- 0 Works Orders – Buildings & Facilities Division
- 29 Work Orders – Grounds Division
- 3 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 3,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$ 2,175.00
Total Revenue:	\$ 5,175.00

III. Major Expenses for the Month:

None

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. Public Works safety training was on "Back/Lifting" with Jamie Pearce.



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 Fleet Maintenance Division
Monthly Report
March 31, 2024**



I. Statistical Section

- 1 Preventive Maintenances
- 0 North Carolina Inspections
- 10 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 maintenance on all Town owned generators. The Public Works Department safety meeting was for "Back lifting Safety" with Jamie Pearce



Smithfield Public Works

STATUS

✓ Done

ESTIMATED TIME

1h

WORK TYPE

Reactive

DESCRIPTION

Changed oil on 801 41500 , miles
March 15th

ASSIGNEES

Andrew Strickland

CATEGORIES

Utilities

LOCATION

Drainage Division

231 Hospital Road

ASSET

Truck# 801

Parent: Public Utilities (Electric Department)

ADDRESS:

Shop

Time & Cost Tracking

PARTS USED

No parts costs recorded

TIME ENTRIES

Andrew Strickland 1h 0m 0s x \$22.33

Total Time Duration **1h 0m 0s**

Total Time Costs **\$22.33**

ADDITIONAL COSTS

No additional costs recorded.

Total Work Order Costs 320 **\$22.33**

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
March 31, 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, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 5 Work Orders - 39 Linear Feet of ditches were cleaned
- e. 10 Work Orders – 812.50 lbs. of Cold Patch was used for 26 Potholes.

II. Major Revenues

None

III. Major Expenses for the Month:

Paid Barbour Beaver Control \$3,2500.00 for 3rd. Quarter beaver control.

IV. Personnel Update:

No new hires for the month of April.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was for "Back lifting Safety." led by Jamie Pearce.



Work Orders List for 04/01/2024 - 04/30/2024

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS	
#2895 Put streetblades back up Type: Reactive Drainage michael Sliger Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/01/2024	Total Time Costs Total Time Total Costs	\$12.56 30m 0s \$12.56	
#2899 Fill potholes Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/01/2024	Total Time Costs Total Time Total Costs	\$23.52 1h 8m 19s \$23.52	
#2911 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/01/2024	Total Time Costs Total Time Total Costs	\$3.66 10m 37s \$3.66	
#2913 Cut grass Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/02/2024	Total Time Costs Total Time Total Costs	\$54.19 2h 37m 23s \$54.19	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2898
913 East Street
 Type: Reactive

Low

Drainage

Ethan Bryant

Drainage Division
 Storm Water Division

04/02/2024
 ✓ Done
 Completed by Ethan Bryant
 on 04/03/2024

Total Time Costs \$38.25
 Total Time 1h 51m 5s
Total Costs \$38.25

#2917
Clean catchbasins
 Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/03/2024

Total Time Costs \$112.77
 Total Time 5h 27m 30s
Total Costs \$112.77

#2923
Clean out ditch
 Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/04/2024

Total Time Costs \$15.54
 Total Time 45m 7s
Total Costs \$15.54

#2924
Pull up bushes
 Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/04/2024

Total Time Costs \$113.83
 Total Time 5h 30m 35s
Total Costs \$113.83

#2932
Clean out ditch
 Type: Reactive

Drainage

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant
 on 04/05/2024

Total Time Costs \$48.63
 Total Time 2h 21m 14s
Total Costs \$48.63

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2935	Drainage Division	04/09/2024	Total Time Costs	\$11.40
2003 S Vermont Street	Drainage Division	✓ Done	Total Time	33m 6s
Type: Reactive		Completed by Ethan Bryant on 04/09/2024	Total Costs	\$11.40
Low				
Drainage				
Ethan Bryant				
#2944	Drainage Division	✓ Done	Total Time Costs	\$84.25
Cut fema lot		Completed by Ethan Bryant on 04/09/2024	Total Time	4h 4m 40s
Type: Reactive			Total Costs	\$84.25
Drainage				
Ethan Bryant				
#2946	Drainage Division	✓ Done	Total Time Costs	\$100.20
Clean out catchbasin		Completed by Ethan Bryant on 04/10/2024	Total Time	4h 51m 0s
Type: Reactive			Total Costs	\$100.20
Drainage				
Ethan Bryant				
#2953	Drainage Division	✓ Done	Total Time Costs	\$107.13
Cleaning catchbasins		Completed by Ethan Bryant on 04/11/2024	Total Time	5h 11m 7s
Type: Reactive			Total Costs	\$107.13
Drainage				
Ethan Bryant				
#2957	Drainage Division	✓ Done	Total Time Costs	\$3.77
Leaning 25mph sign		Completed by Ethan Bryant on 04/12/2024	Total Time	10m 57s
Type: Reactive			Total Costs	\$3.77
Drainage				
Ethan Bryant				

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2962
Limb in middle of third st

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
Completed by Ethan Bryant on 04/12/2024

Total Time Costs
Total Time
Total Costs

\$4.05
11m 45s
\$4.05

#2963
Fill potholes

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
Completed by Ethan Bryant on 04/12/2024

Total Time Costs
Total Time
Total Costs

\$3.97
11m 32s
\$3.97

#2964
Fill potholes

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
Completed by Ethan Bryant on 04/12/2024

Total Time Costs
Total Time
Total Costs

\$6.10
17m 43s
\$6.10

#2966
Limbs blocking view of stop sign

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
Completed by Ethan Bryant on 04/12/2024

Total Time Costs
Total Time
Total Costs

\$4.03
11m 43s
\$4.03

#2967
Limbs blocking view of stop sign

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
Completed by Ethan Bryant on 04/12/2024

Total Time Costs
Total Time
Total Costs

\$3.80
11m 2s
\$3.80

#2972
Spray roundup

✓ Done

Total Time Costs

\$10.40

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Type: Reactive Drainage Ethan Bryant		Completed by Ethan Bryant on 04/15/2024	Total Time 30m 12s Total Costs \$10.40	
#2973 Cut grass Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/15/2024	Total Time Costs Total Time 3h 3m 28s Total Costs \$63.17	
#2976 Sink hole beside sidewalk Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/16/2024	Total Time Costs Total Time 48m 55s Total Costs \$16.84	
#2983 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/17/2024	Total Time Costs Total Time 5m 25s Total Costs \$1.87	
#2984 Fill pothole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/17/2024	Total Time Costs Total Time 6m 25s Total Costs \$2.21	
#2985 Fill potholes Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/17/2024	Total Time Costs Total Time 10m 4s Total Costs \$3.47	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#2987
Cut low hanging limbs on sidewalk

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant on 04/17/2024

Total Time Costs
 Total Time
Total Costs

\$19.94
 57m 54s
\$19.94

#2990
Fill pothole

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant on 04/17/2024

Total Time Costs
 Total Time
Total Costs

\$2.18
 6m 20s
\$2.18

#2991
Fill potholes

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant on 04/17/2024

Total Time Costs
 Total Time
Total Costs

\$4.21
 12m 13s
\$4.21

#2992
Fill pothole

Type: Reactive

[Drainage](#)

Ethan Bryant

Drainage Division

✓ Done
 Completed by Ethan Bryant on 04/17/2024

Total Time Costs
 Total Time
Total Costs

\$2.07
 6m 0s
\$2.07

#2993
STOP sign faded

Type: Reactive

Medium

[Sanitation Division](#)

Ethan Bryant

Public Works Facility
 Sanitation Division

04/18/2024
 ✓ Done
 Completed by Ethan Bryant on 04/18/2024

Total Time Costs
 Total Time
Total Costs

\$20.94
 1h 0m 48s
\$20.94

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#2996 Sink hole beside catchbasin Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/16/2024	Total Time Costs Total Time 2h 46m 11s Total Costs \$57.22	
#3000 Repair man hole top Type: Reactive High Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2024	Total Time Costs Total Time 42m 30s Total Costs \$14.63	
#3001 Fill in sink hole Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2024	Total Time Costs Total Time 23m 32s Total Costs \$8.10	
#3002 Clean catch basins Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/19/2024	Total Time Costs Total Time 4h 28m 49s Total Costs \$92.56	
#3007 Streetblades missing & faded stopsign Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/22/2024	Total Time Costs Total Time 2h 3m 16s Total Costs \$42.44	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#3012 Cut fema lots Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/23/2024	Total Time Costs Total Time 2h 4m 41s Total Costs \$42.93	
#3015 Put out grass seed Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/24/2024	Total Time Costs Total Time 1h 36m 48s Total Costs \$33.33	
#3018 1107 Forbes Dr. Type: Reactive Medium Drainage Ethan Bryant	Drainage Division Drainage Division	04/24/2024 ✓ Done Completed by Ethan Bryant on 04/24/2024	Total Time Costs Total Time 21m 56s Total Costs \$7.55	
#3019 Cut trees off of fence Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/24/2024	Total Time Costs Total Time 46m 36s Total Costs \$16.05	
#3024 Cut ditch Type: Reactive Drainage Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 04/24/2024	Total Time Costs Total Time 1h 0m 19s Total Costs \$20.77	

Signed o

|

WATER/SEWER STREET CUTS - ASPHALT LIST

Date:	Address:	Size:	Emailed to PW on:
3/18/24 & 3/25/24	Elm Dr. & S. Rogers Dr. / 300 S. Rogers Dr.	(2) cuts: 10 x 12 and 13 x 4	03/27/24
03/25/24	Maple Dr. - Mid-block	3 x 9	03/27/24
03/26/24	3rd St. at Post Office	6 x 7 w/valve	03/27/24
03/26/24	906 Rand St.	4 x 7	03/27/24
03/27/24	103 Skyland Dr., Apt. B & C	10 x 10	03/27/24
old cut	208 Stancil St.	2 x 8	03/27/24
old cut	10 Nottingham Place	4 x 12	03/27/24

Submitted to Denton Contracting 3/27/24
Total (8) utility cuts

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
March 31, 2024**



I. Statistical Section

The Division collected from approximately 4,233 homes, 4 times during the month

- a. Sanitation forces completed 52 work orders
- b. Sanitation forces collected tons 451.26 of household waste
- c. Sanitation forces disposed of loads 67 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 2.77 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 3,460 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 2,400 lbs. of shredder steel for \$ 162.00 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,546.00 for disposal of yard waste and debris. Amick Equipment was paid \$ 1,589.36 for new housing assembly. Velocity Truck Centers was paid \$1,107.04 for radiator cap, fittings, tube assembly, and tube return. Whites Tractor/Truck Co. was paid \$768.50 for hydrovac, head, and core deposit.

IV. Personnel Update:

V. Narrative of monthly departmental activities:

Public Works Safety Training was on "Back/Lifting" With Jamie Pearce. Public works had no events for the month of March.

Community Service Workers worked 0 Hrs.

**Town of Smithfield
Public Works Storm Water Division
Monthly Report
March 31, 2024**



I. Statistical Section

II. Major Revenues

None

III. Major Expenses for the Month:

none

IV. Personnel Update:

None

VI. Narrative of monthly departmental activities:

The Public Works Department safety meeting was for "Back lifting Safety." led by Jamie Pearce.



MONTHLY REPORT FOR MARCH, 2024

PROGRAMS STATISTICS	MARCH, 2024		MARCH, 2023	
NUMBER OF PROGRAMS	10		11	
TOTAL ATHLETICS PARTICIPANTS	477		559	
TOTAL NON/ATHLETIC PARTICIPANTS	561		52	
SARAH YARD CENTER	114		112	
NUMBER OF GAMES PLAYED	19		47	
TOTAL NUMBER OF PLAYERS (GAMES)	570		1130	
NUMBER OF PRACTICES	167		126	
TOTAL NUMBER OF PLAYER(S) PRACTICES	2101		1638	
	MARCH, 2024	23/24 FY YTD	MARCH, 2023	22/23 FY YTD
PARKS RENTALS	84	504	130	550
USERS (PARKS RENTALS)	3881	15081	4431	15631
TOTAL UNIQUE CONTACTS	7,590	79,070	7,810	
	MARCH, 2024	23/24 FY YTD	MARCH, 2023	22/23 FY YTD
PARKS AND RECREATION REVENUES	\$ 6,172.00	\$ 78,261.00	\$ 5,041.00	\$ 81,297.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 88,934.00	\$ 656,138.00	\$ 86,760.00	\$ 611,588.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ 12,550.00	\$ 15,376.00	\$ 101,617.00	\$ 192,632.00
SARAH YARD CENTER EXPENSES (OPERATIONS)	\$ 2,648.00	\$ 25,241.00	\$ 2,592.00	\$ 24,610.00
SARAH YARD CENTER EXPENSES (CAPITAL OUTLAY EQUIP)	\$ -	\$ 7,475.00	\$ -	\$ 21,500.00

HIGHLIGHTS

Adult Basketball, Youth Baseball/Softball/T-Ball, Adult Softball
Easter Egg Hunt (+300 Participants)



MONTHLY REPORT FOR MARCH, 2024

PROGRAMS SATISTICS	MARCH, 2024		MARCH, 2023	
NUMBER OF PROGRAMS	19		21	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	1463		3147	
	MARCH, 2024	23/24 FY YTD	MARCH, 2023	22/23 FY YTD
SRAC MEMBER VISITS	4181	34826	4034	30481
DAY PASSES	1178	11519	977	11318
RENTALS (SRAC)	42	177	37	172
USERS (SRAC RENTALS)	1340	22316	2652	23628
TOTAL UNIQUE CONTACTS	8,162	94,739	10,810	
FINANCIAL STATISTICS	MARCH, 2024		MARCH, 2023	
		23/24 FY YTD		22/23 FY YTD
SRAC REVENUES	\$ 60,441.00	\$ 561,399.00	\$ 63,407.00	\$ 537,034.00
SRAC EXPENDITURES	\$ 86,499.00	\$ 817,194.00	\$ 97,451.00	\$ 759,778.00
CAPITAL OUTLAY EXPENDITURES	\$ 23,026.00	\$ 103,347.00	\$ -	\$ 12,013.00
SRAC MEMBERSHIPS	3828		3264	

HIGHLIGHTS

- Pottery Classes
- Spring Sharks Swim Program



- **Statistical Section**

- Electric CP Demand 17,473 Kw relative to February's demand of 22,132 Kw.
- Electric System Reliability was 99.9996%, with two (2) recorded main line outages; relative to February's 99.9959%.
- Raw water treated on a daily average was 4.293 MG relative to 4.495 MG for February; with maximum demand of 5.244 MG relative to February's 6.025 MG.
- Total finished water to the system was 107.917 MG relative to February's 104.309 MG. Average daily for the month was 3.481 MG relative to February's 3.365 MG. Daily maximum was 3.993 MG (March 9th) relative to February's 4.804 MG. Daily minimum was 2.984 MG (March 30th), relative to February's 2.864 MG.

- **Miscellaneous Revenues**

- Water sales were \$256,191 relative to January's \$252,140
- Sewer sales were \$435,953 relative to January's \$423,476
- Electrical sales were \$1,198,456 relative to February's sales of \$1,311,824
- Johnston County Water purchases were \$185,989 for 73.224 MG relative to February's \$216,050 for 85.059 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$829,325 relative to February's \$946,777.
- Johnston County sewer charge was \$198,330 for 46.998 MG relative to February's \$151,612 for 35.927 MG.

- **Personnel Changes**

- Hunter Tilghman resigned as Utility Line Mechanic on March 22.



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

I. Statistical Section

- Street Lights repaired –31
- Area Lights repaired-6
- Service calls – 58
- Underground Electric Locates -406
- Poles changed out/removed or installed -10
- Underground Services Installed -7

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting/ Glucose Screening.

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 East Market St. area.



WATER & SEWER

MARCH 2024 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	0
● TEST METER	8
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	7
● NEW/RENEW SERVICE INSTALLS	4
● LEAK DETECTION	22
● METER CHECKS	19
● METER REPAIRS	15
● WATER MAIN/SERVICE REPAIRS	13
● STREET CUTS	11
● REPLACE EXISTING METERS	9
● INSTALL NEW METERS	13
● FIRE HYDRANTS REPAIRED	6
● FIRE HYDRANTS REPLACED	3
● SEWER REPAIRS/SINK HOLES	11
● CLEANOUTS INSTALLED	9
● INSPECTIONS	13
● CAMERA SEWER	5

- SEWER MAIN CLEANED 21787 LF
- SERVICE LATERALS CLEANED 1,670 LF
- SERVICE CALLS 155
- LOCATES 307

- 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 March

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. Hydrant Mechanics replaced 3 hydrants and 1 valve insertion.
4. Corbett began work on alley ways.

Personnel Updates

1. Hunter Tilghman resigned.

Upcoming Projects for the Month of April.

1. Donald will be replacing more fire hydrants.
2. Corbett will be working in Alleyways.
3. Work on Franklin Townes continues.
4. Work on Home 2 Suites continues.
5. Work on Floyd Landing.

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	03/25/24	1	15	7965	10	North Street	03/28/24	2.4	15	17820	40
Computer Drive	03/25/24	1.2	15	31860	10	West Street	03/28/24	2.6	15	78030	50
Castle Drive	03/25/24	1.5	15	7965	10	Regency Drive	03/28/24	3	15	63720	60
Parkway Drive	03/25/24	1.2	15	63720	40	Randers Court	03/28/24	2.4	15	15930	40
Garner Drive	03/25/24	1	15	63723	40	Noble Street	03/28/24	2.8	15	15930	40
Hwy 210 LIFT ST.	03/25/24	0.6	15	15930	40	Fieldale Dr#1(L)	03/28/24	2.8	15	63720	40
Skyland Drive	03/25/24	1.2	15	7965	10	Fieldale D#2(R)	03/28/24	2.6	15	63720	40
Bradford Street	03/25/24	1	15	15930	10	Heather Court	03/28/24	2.6	15	15930	40
Kellie Drive	03/25/24	1.5	15	7965	10	Reeding Place	03/28/24	2.4	15	15930	40
Edgewater	03/26/24	1	15	7965	10	East Street	03/28/24	2.4	15	63720	40
Edgecombe	03/26/24	1	15	15930	40	Smith Street	03/28/24	2	15	63720	40
Valley Wood	03/26/24	1.8	15	63720	40	Wellons Street	03/28/24	2.2	15	63720	40
Creek Wood	03/26/24	1.8	15	63720	40	Kay Drive	03/28/24	1	15	38985	15
White Oak Drive	03/26/24	1.5	15	7965	10	Huntington Place	03/26/24	1	15	38985	15
Brookwood Drive	03/26/24	1.5	15	22515	5	N. Lakeside Drive	03/26/24	1	15	9750	15
Runnymede Place	03/26/24	1.8	15	31860	10	Cypress Point	03/26/24	1.5	15	34890	12
Notttingham Place	03/26/24	1.8	15	38985	10	Quail Run	03/26/24	1	15	8715	12
Heritage Drive	03/26/24	1.2	15	38985	10	British Court	03/26/24	1.5	15	8715	12
Noble Plaza #1	02/29/24	0.8	15	9750	10	Tyler Street	03/27/24	0.8	15	78030	60
Noble Plaza #2	02/29/24	0.8	15	9750	10	Yelverton Road	03/27/24	1.5	15	63720	40
Pinecrest Street	03/26/24	1.5	15	19500	10	Ava Gardner	03/27/24	1	15	63720	40
S. Sussex Drive	03/26/24	0.8	15	31860	10	Waddell Drive	03/27/24	0.8	15	7965	10
Elm Drive	03/26/24	1	15	9750	10	Henly Place	03/27/24	1	15	8715	12
						Birch Street	03/28/24	1.8	15	34890	12
						Pine Street	03/28/24	1.8	15	38985	15
Coor Farm Supply	03/27/24	0.8	15	7965	10	Oak Drive	03/28/24	1.5	15	37695	14
Old Goldsboro Rd.	03/27/24	1.8	15	7965	10	Cedar Drive	03/28/24	1.8	15	31860	10
Hillcrest Drive	03/28/24	1.4	15	31860	10	Aspen Drive	03/28/24	1.8	15	34890	12
Eason Street	03/28/24	0.6	15	38985	40	Furlonge Street	03/28/24	0.8	15	34890	12
Magnolia circle	03/28/24	0.2	15	78030	40	Golden Corral	03/28/24	1.5	15	40290	16
Rainbow Drive	03/28/24	2	15	19500	60	Holland Drive	03/28/24	1.8	15	9750	15
Rainbow Circle	03/28/24	2.4	15	19500	60	Davis Street	03/28/24	1.8	15	34890	12
Moonbeam Circle	03/28/24	2	15	19500	60	Caroline Ave.	03/28/24	1.2	15	31860	10
Ray Drive	03/28/24	0.8	15	15930	60	Johnston Street	03/28/24	1.8	15	38985	15
Will Drive	03/28/24	0.8	15	63720	40	Ryans	03/28/24	1	90	9750	15
Michael Lane	03/28/24	2.6	15	63721	40						
Ward Street	03/28/24	1.8	15	15930	40						

977884

1282815 2260698



MONTHLY WATER LOSS REPORT

March 2024

(8) - Meters with slow washer leaks

3/4" Line, 1/8" hole, 1 day

(4) 3/4" Line, 1/8" hole, 2 days

(2) 1 1/2" Line, 1/8" hole, 1 day

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

(3) Fire Hydrants w/slow drip