<u>Mayor</u> 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 Andrew Harris

> Town Clerk Elaine Andrews



Town Council Agenda Packet

Meeting Date: Tuesday, February 4, 2025 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 February 4, 2025 7:00 PM

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations:

1	 Proclamation – Proclaiming February as "All in Red" Month in the Town of Smithfield (Mayor – M. Andy Moore) See attached information1
2	 Administering the Oath of Office to Seven Newly Hired Police Officers (Mayor – M. Andy Moore) See attached information
3	. Spring Branch Resiliency Study: This presentation identifies the additional stormwater related capital improvement projects and development of a greenway concept connecting the Eva Ennis/Smith-Collins trails to the Buffalo Creek Greenway along the Neuse River. (Planning Director – Stephen Wensman) <u>See</u> attached information
4	. East Coast Greenway Study: Johnston County Parks is presenting the East Coast Greenway Study (Planning Director – Stephen Wensman) <u>See</u> attached information
<u>Citiz</u>	ens Comments:
Cons	sent Agenda Items:

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2.	Consideration and request for approval to promote one officer from the rank of Master Police Officer II (MPO) to Police Sergeant (Police Chief – Pete Hedrick) See attached information		
3.	Consideration and request for approval to promote one officer from the rank of Police Detective to Police Sergeant (Police Chief – Pete Hedrick) See attached information		
4.	Consideration and request for approval to purchase three used vehicles for the Police Department fleet (Police Chief – Pete Hedrick) See attached information		
5.	Consideration and request for approval to award contract for designing water line extension: The Town desires to hire an engineering consultant to design the extension of the potable water line across I-95 and to extend the water line to the intersection of Brogden Road and Whitley Farm Road. (Public Utilities Director – Ted Credle) <u>See</u> attached information		
6.	Consideration and request for approval to award contract to analyze water intrusion: The Town desires to hire an Engineering consulting firm to perform engineering consulting services for the purposes of analyzing the infiltration & Intrusion of the Town of Smithfield's sanitary sewer collection system. (Public Utilities Director – Ted Credle) <u>See</u> attached information		
7.	 Board Reappointments: a. Sarah Edwards has submitted an application for reappointment to the Board of Adjustments as an ETJ Member b. Mark Lane has submitted an application for reappointment to the Planning Board c. Alisa Bizzell has submitted an application for reappointment to the Planning Board and the Parks and Recreation Board (Town Clerk – Elaine Andrews) See attached information		
8.	New Hire Report (HR Director – Shannan Parrish) See attached information83		
Business Items:			
	None.		

Public Hearings:

Councilmember's Comments

Town Manager's Report:

•	Financial Report	236
•	Department Reports	242
•	Manager's Report (Will be provided at the Meeting)	

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

Reconvene in Open Session

Adjourn

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Presentations



PROCLAMATION Recognizing February as "All in Red Month" In the Town of Smithfield

WHEREAS, the well-being of our community is of paramount importance, and maintaining excellent health among our citizens remains a top priority; February marks the month-long, county-wide heart health awareness campaign entitled "*ALL IN RED*", organized by UNC Health Johnston and the Johnston Health Foundation; and

WHEREAS, in the United States, North Carolina, and Johnston County, heart disease is a leading cause of death among both men and women; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), up to 80% of premature deaths from heart disease and stroke could be prevented through increased physical activity, improved diet, education, and proper management of medical conditions such as high blood pressure, high cholesterol, and diabetes; and

WHEREAS, ALL IN RED provides an opportunity to raise awareness about heart health while addressing the growing needs of local cardiology patients; and

WHEREAS, the *ALL IN RED* campaign encourages all Johnston County residents, business owners, and visitors to participate in this initiative by wearing red on February 7, 2025, *National Wear Red Day*, and/or running a RED promo or fundraiser throughout February; and

WHEREAS, recognizing the financial challenges faced by heart patients, all funds raised during this campaign will benefit local heart patients through the Johnston Health Foundation's Heart Fund; and

WHEREAS, on this day, we recognize heart disease and stroke survivors, those battling the disease, their families who are their source of love and encouragement, and applaud the efforts of our medical professionals who provide quality care;

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with members of the Town Council do hereby proclaim **February 2025** as *"ALL IN RED MONTH"* and encourage businesses, industries, and citizens in our community to support and participate in this event.

Duly proclaimed this 4th day of February 2025, while in regular session.



M. Andy Moore, Mayor



Request for Town Council Action Oath of Presentation: Office – Police Officers Date: 2/4/25

Subject:Swearing in of seven new officersDepartment:Police DepartmentPresented by:Police Chief - Pete HedrickPresentation:Oath of Office

Issue Statement

The Police Chief is requesting to swear in 7 new police officers

Financial Impact

Action Needed

Mayor Moore to administer the Oath of Office to seven newly hired Police Officers

Recommendation

Administer the Oath of Office to newly hired Police Officers and welcome them to the Town of Smithfield

Approved: 🗹 Town Manager 🗖 Town Attorney

Attachments:

1. Staff Report



Presentation: Oath of Office Date: 2/4/25

The Police Chief is recommending the swearing in of 7 new police officers:

New Officers:

Officer Alysha Jones

Officer Michael Lashley

Officer Glendale Daniels

Officer Ian Landon

Officer Shahzeb Hameed

Officer Alexander Watts

Officer David Sholes

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

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

Signature

Date

Mayor



Request for Town Council Action Presentation Date: 2/4/25

Subject:Spring Branch Resiliency Project ReportDepartment:Planning DepartmentPresented by:Planning Director - Stephen WensmanPresentation:Presentation

Issue Statement

Presentation of the Spring Branch Resiliency Project Report

Financial Impact

Received a NCLWF grant for the Spring Branch Resiliency project in the amount of \$95,000 to be used to secure additional funding in the watershed.

Action Needed

None

Recommendation

None

Approved: ☑ Town Manager □ Town Attorney

Attachments:

- 1. Staff Report
- 2. Spring Branch Resiliency Project Report Final Report (Separate Attachment)



Presentation Date: 2/4/25

Overview:

In January 2022, the Town Council authorized McCormick Taylor to prepare grant applications to the NCLWF to conduct the study. The grant in the amount of \$95,000 was received to help fund the study.

The project identifies additional stormwater related capital improvement projects and development of a greenway concept connecting the Eva Ennis/Smith-Collins trails to the Buffalo Creek Greenway along the Neuse River. The Town received stormwater grant funding from NCDEQ for the 2nd and 4th Street Bridge project which is in the planning phase currently. Data from this study is being used by Withers Ravenel in their project.



Request for Town Council Action East Presentation Coast Greenway Date: 02/4/25

Subject:	Feasibility Study Johnston County East Coast Greenway
Department:	Planning Department
Presented by:	Adrian O'Neil, Johnston County Parks and Open Space
-	Coordinator
Presentation:	Presentation

Issue Statement

Presentation of the Feasibility Study for the Johnston County East Coast Greenway

Financial Impact

N/A

Action Needed

None

Recommendation

None

Approved: ☑Town Manager □ Town Attorney

Attachments:

- 1. Action Form
- 2. Project Summary and Map
- 3. Study Presentation Document (Separate Attachment)

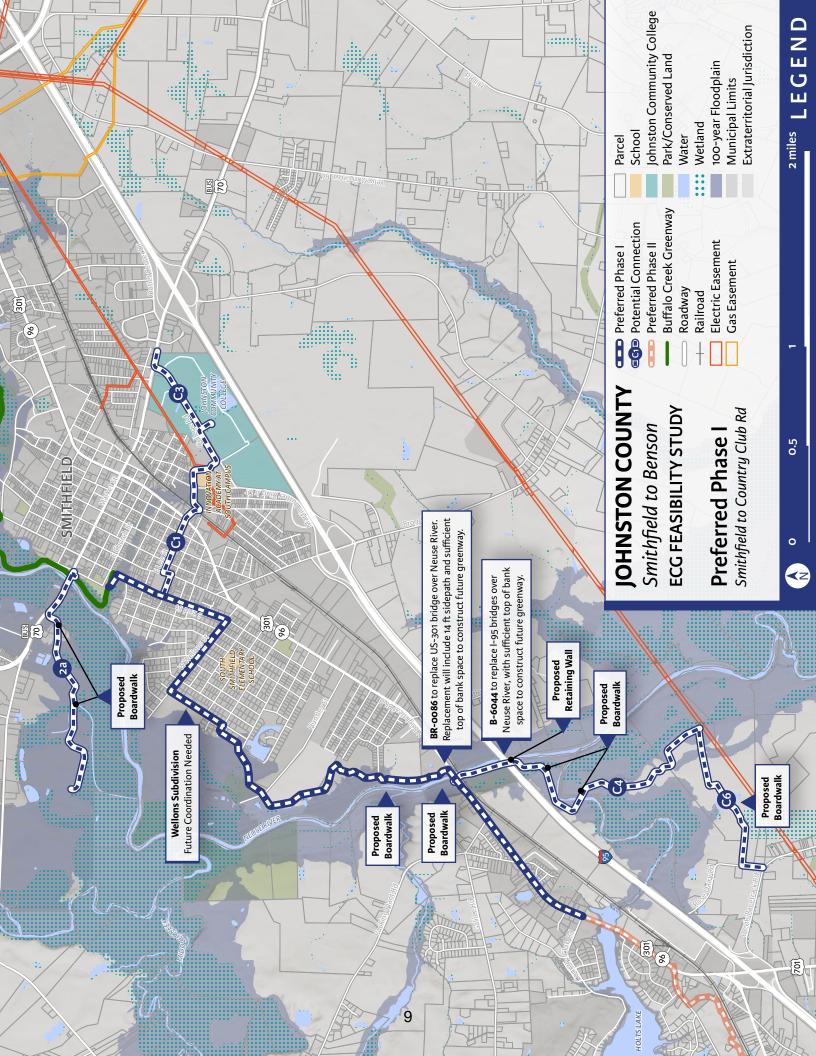


East Presentation Coast Greenway Date: 02/4/25

Overview:

Johnston County Parks and Open Space has been working on a feasibility study for the East Coast Greenway between Smithfield and Benson to the Harnett County line. The study involved stakeholders from the region to develop route options and then a preferred alignment with potential connector routes to reach additional destinations in the County.

The preferred route has an approximate length of 23 miles with 24% of that mileage being on greenways and 76% on sidepaths. A preliminary construction cost estimate was completed including a 30% cost contingency, and the expected construction estimate came to \$44,921,000 in 2024 dollars.



Consent Agenda Items

The Smithfield Town Council met in regular session on Tuesday, December 17, 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 Travis Scott, District 3 John Dunn, At-Large Stephen Rabil, At-Large Dr. David Barbour, District 4 Councilmen Absent

Administrative Staff Present Michael Scott, Town Manager Elaine Andrews, Town Clerk Ted Credle, Public Utilities Director Jeremey Daughtry, Fire Chief Lawrence Davis, Public Works Director Andrew Harris, Finance Director Pete Hedrick, Chief of Police Gary Johnson, Parks & Rec Director Shannan Parrish, HR Director Stephen Wensman, Planning Director

<u>Also Present</u> 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 David Barbour, followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Mayor Pro Tem, Roger Wood made a motion, seconded by Councilman John Dunn, to approve the agenda, with a change to re-open the public hearing for the first business item, SUP-24-02, Heritage Townes at Waddell. Unanimously approved.

Citizens Comments: None.

Consent Agenda Items:

Councilman David Barbour made a motion, seconded by Councilman John Dunn, to approve the following items as listed on the consent agenda. Unanimously approved.

1. Three Way Stop Request – North 2nd Street and Hancock Street

2. Resolution 760 (21-2024) and Budget Ordinance – Grant Funds Aged Sanitary Sewer Infrastructure Improvements SRP-D-134-0012

TOWN OF SMITHFIELD RESOLUTION NO. 760 (21-2024)

WHEREAS, the Town of Smithfield has received a Directed Projects grant for the Replace Aged Sanitary Sewer Infrastructure & PS#11 and Outfall Improvements – Phase II Project (SRP-W-134-0012) from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their wastewater infrastructure needs, and

- **WHEREAS,** the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$2,500,000 to perform work detailed in the submitted applications, and
- **WHEREAS,** the Town of Smithfield intends to perform said project in accordance with the agreed scope of work.

NOW, THEREFORE, BEITRESOLVED BYTHE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:

That the Town of Smithfield does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$2,500,000; 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 Award Offer will be adhered to; and

That the 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 Division of Water Infrastructure.

Adopted this the 17th day of December, 2024 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk

Ordinance #CP-12-2024

Capital Project Ordinance for the Town of Smithfield Sanitary Sewer Infrastructure & PS #11 and Outfall Improvements Project (Project #SRP-W-134-0012)

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, NORTH CAROLINA that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

SECTION 1: This ordinance is to establish a budget for a project to be funded by the North Carolina Department of Environmental Quality ("NCDEQ") Division of Water Infrastructure Drinking Water / Wastewater Reserve. The project authorized is the construction of water infrastructure to be financed by state grants and reserves. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

- Pump Station #11 pumps wastewater under Interstate 95 and empties into a manhole on the opposite side. Previous funding has allowed the upsizing & improvements of the pump station and the first 500 feet of downstream gravity sewer line. This phase will complete the downstream improvements, all the way to the terminus point, in a separate Town pump station. These improvements will create sewer access for new developments east of I-95, where sewer access does not currently exist.
- 2. Town citizens residing between Holding Street & Stevens Street; bounded by Second Street to the south and Crescent Drive to the north get their sanitary sewer service from the alley ways located between the residences, in the rear of the yard. This infrastructure has been a "hot spot" of trouble in need of frequent maintenance over the last few years. Field investigation shows that the bulk of the sewer main is in a state of disrepair and needs replacing. To this end, this project will replace the aged sewer infrastructure (including service lines) in that area of the Town.

SECTION 2: The officers of the Town are hereby directed to proceed with the capital project within the terms of the resolution and budget contained herein.

SECTION 3: The following amounts are appropriated for the project and authorized for expenditures:

Engineering costs	\$ 416,550
Construction costs	 2,083,450
Total	\$ 2,500,000

SECTION 4: The following revenues are anticipated to be available to complete the project:

NC Department of Environmental Quality Division of Water Infrastructure Drinking Water / Wastewater Reserve \$ 2,500,000

SECTION 5: The Town intends to complete the project in accordance with the Drinking Water / Wastewater State Reserve, Session Law (S.L.) 2023-134. The Town's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. The Town agrees to use the funds in the amounts allocated for the budget cost items set forth in the Town's budget.

SECTION 6: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, grant agreements, and federal regulations. The Town's accounting and fiscal records shall be maintained during the completion of the project, and these records shall be retained and made available for a period of at least three (3) years following completion of the project.

SECTION 7: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner.

SECTION 8: The Finance Officer is hereby directed to report the financial status of the project to the governing board the appropriations and the total grant / loan revenues received or claimed.

SECTION 9: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

SECTION 10: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council five (5) days after adoption.

SECTION 11: This grant project ordinance is effective as of December 17, 2024, and expires when all the NCDEQ funds have been obligated and expended by the Town, whichever occurs sooner.

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk

3. Resolution 762 (23-2024) and Budget Ordinance – Acceptance of Grant Funds SRP-W-ARP-0063 Aged Sanitary Sewer Infrastructure Improvements

TOWN OF SMITHFIELD RESOLUTION NO. 762 (23-2024)

- WHEREAS, the Town of Smithfield has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs (SRP-W-ARP-0063), and
- WHEREAS,the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP)funding in the amount of \$3,000,000 to perform work detailed in the submitted application, and
- WHEREAS, the Town of Smithfield intends to perform said project in accordance with the agreed scope of work,

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

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

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

That the 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 Division of Water Infrastructure.

Adopted this the 17th day of December, 2024 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Elaine, S. Andrews, Town Clerk

Ordinance #CP-13-2024

Capital Project Ordinance for the Town of Smithfield PS #11 Outfall and PS #1 System Upgrades and D Stephenson Force Main Improvements Project (Project #SRP-W-ARP-0063) BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, NORTH CAROLINA that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

SECTION 1: This ordinance is to establish a budget for a project to be funded by the American Rescue Plan (ARP) from the State Fiscal Recovery Fund in the amount of \$3,000,000. This offer was made by the NC Department of Environmental Quality Division of Water Infrastructure (DWI). These funds may be used for the following categories of expenditures, to the extent authorized by federal and state law.

System Improvements to PS #11 Outfall, PS #1 System Upgrades and D 1. Stephenson Force Main

SECTION 2: The officers of the Town are hereby directed to proceed with the capital project within the terms of the resolution and budget contained herein.

SECTION 3: The following amounts are appropriated for the project and authorized for expenditures:

Engineering and construction	n costs	\$ 3,000,000
Total		\$ 3,000,000

SECTION 4: The following revenues are anticipated to be available to complete the project:

NC Department of Environmental Quality Division of Water Infrastructure via State Fiscal Recovery Fund

\$ 3,000,000

SECTION 5: The Town intends to complete the project in accordance with the State Fiscal Recovery Funds established in Session Law (S.L.) 2021-180. The Town's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in federal laws associated with American Rescue Plan (ARP) and S.L. 2021-180. The Town agrees to use the funds in the amounts allocated for the budget cost items set forth in the Town's budget.

SECTION 6: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, grant agreements, and federal regulations. The Town's accounting and fiscal records shall be maintained during the completion of the project, and these records shall be retained and made available for a period of at least five (5) years following completion of the project.

SECTION 7: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner.

SECTION 8: The Finance Officer is hereby directed to report the financial status of the project to the governing board the appropriations and the total grant / loan revenues received or claimed.

SECTION 9: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

SECTION 10: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council five (5) days after adoption.

SECTION 11: This grant project ordinance is effective as of December 17, 2024, and expires when all the NCDEQ funds have been obligated and expended by the Town, whichever occurs sooner.

ATTEST:

Elaine, S. Andrews, Town Clerk

Business Item:

1. Special Use Permit Request – (SUP-24-02) Heritage Townes at Waddell - Samuel O'Brien (Shovel Ready Johnson, Inc.) is requesting a special use permit for Heritage Townes at Waddell, a 17-unit townhouse development on 1.88 acres of land in the R-8 Zoning District.

Mayor Andy Moore reminded the Board that this issue was tabled from the November 19th meeting for traffic and road questions. He asked if the Council agreed to re-open the public hearing on the matter, as there were parties present who may wish to speak to this matter, and answer any questions.

Councilman Travis Scott made a motion, seconded by Councilman Roger Wood to re-open the public hearing. Unanimously approved.

Town Clerk Elaine Andrews administered affirmations to those wishing to offer testimony during the Public Hearing.

Planning Director, Stephen Wensman gave a brief summary of the project as detailed in the minutes of record from the November 19, 2024 Town Council meeting. He restated that the developer is requesting approval for a 17-unit townhouse development on 1.88 acres of land on Waddell Drive. He noted that where the Board left off was the question of the sufficiency of the road leading into the development, and whether its infrastructure could support this project.

Planning Director Stephen Wensman incorporated his entire record and provided it to the Council in written form in the November 19, 2024 Town Council agenda packet. Thusly re-listed herein are staff's opinion of the findings of fact:

STAFF'S FINDING OF FACT:

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that (Staff's opinion in **Bold/Italic**):

4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. *The project will not be detrimental to or endanger the public health, safety or general welfare. The development will adhere to all Town requirements.*

4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. *The project will not impede the normal and orderly development and improvement of the surrounding properties. The neighborhood is fully developed with only redevelopment occurring, this townhouse project and commercial development along Brightleaf Boulevard. This development will potentially provide new customers in walking distance to the Brightleaf commercial establishments.*

4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided. *The development will provide adequate utilities, drainage, parking and necessary facilities.* For this project to proceed, an existing sanitary sewer line and easement will need to be relocated.

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

4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *Proper ingress and egress will be provided with a single driveway onto Waddell Drive. The developer will likely install a stop sign at the exit lane to Waddell Drive.*

4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property. The use will have no adverse impacts on the abutting or adjoining properties. The adjacent properties are residential. The design of the proposed buildings will be complementary to the mostly single-story homes surrounding with dormers that break up the scale of the buildings. Furthermore, the site will be well buffered along all property lines. The design of the home will be such that the front (good) side faces outward. All vehicular access is toward the center of the site.

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The proposed townhomes will be complementary and in harmony with the adjacent homes. The architectural style will blend well and dormers will break up the scale of the buildings. The buildings will be positions such that they will have minimal impact from the street.

4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. **The special use will meet all applicable regulations.**

Planning Staff recommends approval of SUP-24-02 with the following conditions:

- 1. That the driveway be constructed in accordance with the Town's driveway apron detail.
- 2. That the existing sanitary sewer line and easement be relocated with the approval of the Town's Public Utilities Director.
- 3. That rollout trash containers be screened from the public right of way or stored within the garages.
- 4. That the developer constructs a 5' wide public sidewalk in the public right of way, or in an easement for the sidewalk along the right of way.
- 5. There shall be a homeowner's association to own and maintain all common amenities such as the parking lot, sidewalks, landscaping, mail kiosk, and stormwater management facility.

Councilman David Barbour asked if the street was a DOT road or a Town road. Planning Director Stephen Wensman stated that it was a Town road. It is 18-feet wide with ditches, and that it's not a standard Road. A standard road is 27-feet back-to-back with curb and gutter.

Mayor Andy Moore asked if there were any further questions from staff. There were none.

Attorney Jason Wenzel, of 103 S. 3rd St., Smithfield spoke on behalf of the applicants for the project, stating he could answer questions about the road and the traffic. He presented a memorandum from engineers at Exult Engineering firm, asking that it be considered as evidence. He provided the copy of the three-page letter, along with documentation and incorporated exhibits to the Board.

Wenzel stated that although in the agenda packet, it was stated that no traffic study was needed for the project, a traffic study was completed by a traffic engineer. Wenzel stated the traffic study showed that Waddell was a suburban residential road within the Smithfield Town Development Plan, and it concludes that the road is more than adequate to handle the traffic projected for the development. Wenzel outlined the following points from the study:

- 1. The road can handle more than 4,400 cars per day. The projected development traffic is 770 cars per day.
- 2. The development will add 72 cars per day during the peak hour, which is approximately 6

cars per hour and car one every 10 minutes.

Jason Helms, an engineer with Exult Engineering firm spoke. He stated Attorney Wenzel gave a good summary of the site impact as detailed in the study. He asked if there were any questions from the Board.

Councilman David Barbour questioned the number of cars per hour as related to peak times. He also discussed the difficulty in the ability for drivers to make left turns onto Hwy 301 out of the development.

Jason Helms explained that during the morning peak hours, when people typically leave for work, the traffic study for the 17-unit development shows a total of three trips, with two vehicles exiting. These exiting vehicles could turn left or right. He noted that the existing traffic patterns along the main road would provide adequate gaps between signals to allow these vehicles to exit safely. While the low number of trips might seem unreasonable, Helms assured that it's an accurate projection based on the size of the development.

Councilman Travis Scott noted that what the study pertained to additional traffic, not taking into account existing traffic.

Helms confirmed that the figures mentioned did represent new traffic generated by the proposed development. He explained that while they don't have comprehensive data on overall traffic, their projections are based on the available timeframe for the study. Helms noted that existing traffic from the area might add about 10 trips exiting during the morning peak hour. He acknowledged that if all these trips occurred simultaneously, there could be slightly longer wait times, but emphasized that these trips would likely be spread out over the hour.

Councilman David Barbour reiterated that turning left out of the development would be a problem. Helms noted, drivers would have to wait for a gap in traffic to exit, but noted that impact, based on the study, would be fairly insignificant.

Councilman John Dunn asked Helms whether their traffic study took into account further future development on Waddell Drive, noting there was an additional development on this street being heard by the Board at tonight's meeting. He asked if the two 9-foot lanes would be adequate. Helms stated the study did take into account the additional traffic.

Councilman David Barbour asked if there was anything being proposed to regulate speed, noting the driveway was short, so this should not be much of an issue. Helms stated there were natural deterrents to keep speed within reason such as driveways being close together, and also mailboxes.

Councilman Scott questioned the seven additional parking spaces proposed in the development, asking what happens if residents do not use their garages. Helms deferred that question to the developer, Dan Danvers.

Town Manager Mike Scott noted that the traffic study received as evidence was not authored by the engineer who gave testimony for this meeting. Jason Helms stated the author of the study is also an engineer, but was not available to attend the meeting tonight. Manager Scott asked the engineer to state his background and credentials for the expert testimony the Board was given. Mr. Helms stated that he has been a practicing engineer for 30 years, with 25 years devoted to traffic engineering. Helms stated that he agreed with the findings in the document presented by Wensman in its entirety.

Dan Danvers, Senior Project Manager with Bohler Construction spoke on behalf of the applicant. He noted his experience and asked if he could answer any technical questions from the Board regarding the merits of the project design.

Councilman Travis Scott re-stated his question regarding the parking if done outside the garages provided to the residents. Danvers stated there were additional storage closets proposed in the plans that should address this issue. He also noted that the development met the UDO minimum requirement with additional guest parking provided. He pointed out the location of the additional storage space closets, as well as the seven overflow parking spaces as shown on the master plan layout provided to the Board.

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

Attorney Jason Wenzel asked if a copy of the traffic study provided to the Board could be entered as evidence.

Councilman John Dunn made a motion, seconded by Councilman David Barbour to accept the traffic study provided by Exult Engineering firm as evidence for the applicants. Unanimously approved.

A copy of the *Technical Memorandum* from Exult Engineering dated December 13, 2024 was admitted to the record and is available in the office of the Town Clerk.

Mayor Andy Moore asked if there was anyone in the audience wishing to speak on the matter.

Charles E. Sanders of 15 Waddell Drive, a 6-year resident, testified that he lived down the road from the future development. He spoke to the difficulty of turning left from Waddel Drive onto the four-laned US Hwy 301. He also stated he was concerned about the future traffic on the narrow road of Waddell Drive. He told the Board of one accident he recalled. Sanders further commented as to the proposal of having traffic going one-way, as discussed in the prior meeting. Sanders spoke of potential buildup of traffic that would occur with only one way in. He also stated he welcomed the development for the area, having seen it sit vacant for three years. He asked the Board to work with the road as is for now, and to consider adjusting accordingly, if need be, in the future.

Councilman Travis Scott noted that for the record, although a one-way road was discussed at the last hearing, no one-way road was proposed in this development. The Board concurred.

Councilman Travis Scott asked if Town Engineer, Bill Driezler could discuss his review of the traffic study.

Mayor Andy Moore asked if there was anyone else in the audience who wished to speak on the matter. There was no one.

Town Engineer Bill Driezler stated he was asked to review the memorandum entered as evidence by Exult Engineering firm. He stated the firm used numbers from the Institute for Traffic Engineers, which is the gold standard for trip generation. He stated looking across both proposed developments, there were a total of about 152 trips per day. Driezler stated that in his professional opinion, this project can be adequately supported without any improvements.

Mayor Andy Moore asked if there were any further questions from the Board for staff or the applicant.

Councilman David Barbour commented that he would not be in favor of a one-way road for Waddell Drive because two opportunities are needed to accommodate the traffic.

Councilman Travis Scott asked about future plans to make Hwy 301 a divided highway. Mayor Andy Moore commented that this issue came up at his last Upper Coastal Rural Planning Organization meeting, for which he serves as a Board member. He stated they are planning surveys and public comment for the project in January 2025. He stated the proposal is for controlled access, the first phase being from Rick's Road in Selma to Bookerdairy Road in Smithfield. He noted a similar type design of highway already exists in front of Johnston Memorial Hospital in Smithfield, but the plan is to extend it with access turns along the way.

Councilman Travis Scott stated he was not speaking against the plans to divide the highway but he wanted to mention the future plans for this to occur. Mayor Moore stated that the mention of dividing Highway 301 at his meeting was that of informal discussion with no action taken.

Councilman Travis Scott stated that a one-way road would not be conducive to the development. Mayor Moore agreed.

Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Moore to close the public hearing. Unanimously approved.

Councilman Travis Scott asked where town rollout containers for garbage would be placed, and if they would be screened in. Planning Director Stephen Wensman stated that it is a standard condition for townhouse developments that trash containers be screened from the public right-of-way out of the view

of the public.

Councilman Travis Scott asked if there was any objection about the sanitary sewer easement. Wensman stated that it has to be moved because right now it is in the middle of the site under a building. He stated the developer would need to work with the town utilities director to figure out the appropriate solution to reroute it.

Councilman Travis Scott questioned whether storm water management was part of the plans for this development. Whether the pond is big enough to necessitate aeration, or if it will be a dry pond.

The developer wished to speak on the issue, Mayor Andy Moore announced that the public hearing was closed, and would need to be re-opened to receive further testimony.

Councilman Travis Scott made a motion, seconded by Councilman David Barbour to re-open the public hearing. Unanimously approved.

Andrew Weitzel of Bohler Engineering addressed the Board. He stated his credentials as a licensed public engineer in civil construction, specializing in storm water. He stated that this site proposed a constructed wetland, designed to meet the Neuse River standards for phosphorus and nitrogen reduction. He added that pond would be a foot to 1.2-foot depth of water, not a large wet pond, but plenty of room for water storage.

Councilman Barbour asked about mosquitos that could breed as a result of the installation of the wet pond. Weitzel stated there are plants that they could introduce to address this concern, but they have not designed the site plan yet. Barbour asked if this could be added as a condition for the development.

Dan Danvers, project manager stated there were certain types of state-approved vegetation that is already required as part of storm water control measures, and that they would be happy to have it. However, they have not reached that level of detail in the landscape planning yet. The intent is to not have the pond become a mosquito habitat, and they have not experienced any issues with mosquitos with past developments across the state of North Carolina.

Councilman Barbour asked Planning Director Wensman if he was satisfied with the response regarding the pond from Danvers. Wensman stated he is not an expert, so we would have to trust that the developer's plan is going to meet the need.

There was general discussion among the Board regarding storm water ponds, where examples of the pond proposed are located, one being out on Kellie Drive in Smithfield. Also discussed was the efficiency and effectiveness of storm water ponds and which may be conducive for this location. Councilman David Barbour stated that given the strict measures the state requires, no additional conditions need to be placed on the developer regarding storm water ponds.

Mayor Moore asked if the type of architectural design and building materials were stated as a condition. Wensman stated that the developers are being held accountable to the standards as stated in their application.

Mayor Moore asked if there were any further questions or comments from the audience or from the Board. There were none.

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

Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Wood to approve Special Use Permit SUP-24-02 for Heritage Homes at Waddell with 5 conditions based on the finding of fact for special use permits. The motion carried 6 to one with Councilman Travis Scott voting against the Special Use Permit request. The item is approved.

Conditions of approval are as follows:

1. That the driveway be constructed in accordance with the Town's driveway apron detail.

- 2. That the existing sanitary sewer line and easement be relocated with the approval of the Town's Public Utilities Director.
- 3. That rollout trash containers be screened from the public right of way or stored within the garages.
- 4. That the developer constructs a 5' wide public sidewalk in the public right of way, or in an easement for the sidewalk along the right of way.
- 5. There shall be a homeowner's association to own and maintain all common amenities such as the

parking lot, sidewalks, landscaping, mail kiosk, and stormwater management facility.

Business Item:

2. Annexation Request – (ANX-24-02) Resolution 761 (22-2024) for Contiguous Annexation Petition

Planning Director, Stephen Wensman addressed the Board stating that Smithfield Growth LLC has submitted a petition to voluntarily annex 85.85 acres contiguous to the Town of Smithfield. He stated the contiguous annexation request is related to the Local 70 project. This annexation involves land south of M. Durwood Stephenson Hwy, with additional land to the north and northeast slated for future annexation. The Local 70 project encompasses 290 attached single-family residential lots, 94 attached townhomes, and 324 apartment units.

The annexation survey covers land on both sides of Booker Dairy Road. A small parcel on the west side is already within Smithfield town limits, while the portion east of Booker Dairy Road, currently in the ETJ, is the focus of this annexation request.

Wensman explained that the first step in the annexation process requires the town clerk to certify the petition. To this end, the council was asked to adopt Resolution 761 (22-2024), which would authorize the town clerk to investigate the sufficiency of the annexation petition.

Mayor Andy Moore asked if there were any further questions for Stephen or staff. There were none.

Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Wood to adopt Resolution No. 761 (22-2024) directing the Town Clerk to certify the annexation petition. Unanimously approved.

TOWN OF SMITHFIELD RESOLUTION NO. 761 (22-2024) DIRECTING THE CLERK TO INVESTIGATE AN ANNEXATION PETITION RECEIVED UNDER G.S. 160A-31

- **WHEREAS,** a petition requesting annexation of an area described in said petition was received on December 17, 2024 by the Smithfield Town Council; and
- **WHEREAS,** G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and
- **WHEREAS,** the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BEITRESOLVED BYTHE TOWN COUNCIL OF THE TOWN OF SMITHFIELD THAT:

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

Adopted this the 17th day of December, 2024 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk

Public Hearing:

1. **Subdivision Request – (S-24-06) Local 70 Interim Plat** Plan - Smithfield Growth, LLC is requesting a preliminary subdivision of +/- 85.79 acres of land in the Local 70 PUD Zoning District into 10 properties for land conveyance purposes.

Town Clerk Elaine Andrews administered affirmations to those wishing to offer testimony during the Public Hearing.

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

Planning Director Stephen Wensman stated Smithfield Growth, LLC is requesting a preliminary subdivision of 85.79 acres of land in the Local 70 PUD Zoning District into 10 properties for land conveyance purposes. A subsequent residential preliminary plat has been submitted and will likely be reviewed by the Town Council with a public hearing in January 2025 in conformance with the Local 70 PUD Plans.

Planning Director Stephen Wensman incorporated his entire record and provided it to the Council in written form in with the December 17, 2024 agenda packet.

Wensman stated that he recommends that the Council approve subdivision request, S-24-06, without conditions based on the finding of fact for subdivisions listed below:

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 consistent** with the adopted comprehensive plan.

2. The plat complies with all applicable requirements of this ordinance; **The plan complies with all applicable requirements of this ordinance.**

3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. **There is adequate infrastructure (none required).**

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.

Mayor Andy Moore asked if there were any questions from staff. Councilman Travis Scott asked for clarification for the location of roads in this development. Wensman stated there are no roads inside the development. He also pointed out the neighboring roads on the map provided to the Council.

The applicant, Corey Mabus of Smithfield Growth in Sanford, NC spoke regarding the project. He explained that this is another step in their ongoing process. The company has owned the land for several years and is preparing to break ground at the beginning of the year. They have already received their road control permit and submitted for staff review for TRC. Mabus clarified that the purpose of the interim subdivision is to facilitate the transfer of ownership from the holding company to the operating company before proceeding with groundbreaking. This transfer is necessary for them to transition from a holding company to an operational company. Mabus concluded by offering to answer any questions.

Councilman David Barbour asked where the developer planned to start the initial phase of the development. Mabus pointed out the first quarter of the project where he planned to break ground on the map before the Board.

There was some discussion regarding the installation of roads in the development, as to how best limit the impact on traffic. Mabus stated more details would come later with the preliminary plat. Councilman Travis Scott stated the controlled road access improvements for this development would help improve the traffic flow in the area, which is a major issue.

Mayor Moore asked the applicant if he agreed with the testimony from Planning Director Stephen Wensman regarding the subdivision request. The applicant, Corey Mabus stated he did agree with Wensman's testimony.

Mayor Moore asked if there was anyone in the audience who wished to speak on the issue. There was no one.

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman Steve Rabil to close the public hearing. Unanimously approved.

Councilman David Barbour made a motion, seconded by Councilman John Dunn to approve the subdivision request local 70 preliminary plat S-24-06 with no conditions, based on the findings of fact for a subdivision request. Unanimously approved.

 Rezoning Request – (RZ-24-09) East Edgerton Street - To review the application to rezone 36 East Edgerton Street from HI, Heavy Industrial to B-3, Highway Entranceway Business.

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

Planning Director Stephen Wensman is explained:

- 1. A discrepancy was found between the County's GIS zoning designation and the Town's zoning map for certain properties.
- 2. The County's GIS shows these properties as zoned Heavy Industrial.
- 3. The Town's map shows the same properties as zoned B-3 Business.
- 4. The County only updates its GIS zoning when the town provides official rezoning documents.
- 5. Old Town zoning maps indicate a change occurred on March 4, 2008. However, there are two maps with this date, and only one shows the zoning change.
- 6. All zoning maps after March 4, 2008, consistently show the property as B-3 zoned.
- 7. Staff thoroughly searched Town Council minutes for 2008 and surrounding years but couldn't find any record of Town Council action or case files related to rezoning these properties.

This situation highlights a potential administrative oversight or documentation issue regarding the zoning change of these properties. To correct the issue, staff has notified the owners of both properties to obtain their support for rezoning as is reflected on the signed zoning application.

Planning Director Stephen Wensman incorporated his entire record and provided it to the Council in written form in with the December 17, 2024 agenda packet. He outlined staff's consistency statement:

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, as hereby amended 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 map amendment is consistent with the comprehensive growth management plan.*
- Consistency with the Unified Development Code (UDO) Any future use or development of the properties will be consistent with the UDO.
- Compatibility with Surrounding Land Uses the map amendment is consistent with surrounding land uses. All the land to the surrounding is zoned B-3 with some O/I zoning in the Southeast of the site.

Wensman recommended the Council move to approve zoning map amendment, RZ-24-09, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan, as hereby amended, and other adopted plans, and that the amendment is reasonable and in the public interest.

Councilman Travis Scott asked for further clarification for the discrepancy between the County and the Town's map for the B-3 indication. Wensman clarified.

Mayor Andy Moore asked if there were any additional questions from the Board for staff. There were none. He also asked if there was anyone in the audience who wished to speak on the issue. There was none.

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

Councilman Travis Scott made a motion, seconded by Councilman John Dunn to allow staff to proceed with making the map error correction. Unanimously approved.

3. Conditional Zoning Request – (CZ-24-07) Waddell Drive - Terraeden Landscape & Design is requesting the conditional rezoning of approximately 1.63 acres of land located at 37 and 41 Waddell Drive, about 250 ft north of the N. Brightleaf Blvd. and Waddell Drive intersection, also identified by the Johnston County Tax ID 15005031, 15005029 and part of 15005031A, from R-8 and B-3 to R-8 CZ, Conditional with a masterplan for a 16-lot attached single-family residential townhome development.

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

Planning Director, Stephen Wensman explained that the developer plans to build six two-story townhomes, each about 1,020 square feet. These units will face a private parking lot that provides over two spaces per unit. Each townhome will have two bedrooms and two and a half bathrooms. The development is conveniently located near commercial areas and community amenities. No parks are proposed in the development, however there will be a fee in lieu.

Wensman stated that the development includes a standard street yard as per UDO requirements and a Class A perimeter buffer. While the master plan lacks parking lot landscaping and foundation plantings at this scale, these will be addressed in future construction plans for review. A 6-foot-high screening fence is planned for the back of lots adjacent to existing residential areas. For developments with private parking lots, discussions are ongoing for including a liability waiver in restrictive covenants. This would allow the town to collect trash on private property without assuming liability for potential damages.

This development is below the threshold for a traffic study, although we had another case tonight that more or less covered it a 30-foot perimeter buffer is provided, whereas the code is requiring a 35-foot perimeter buffer.

The development includes a mail kiosk, public utilities with a fire hydrant requiring a 30-foot easement, and architectural standards. A subdivision sign will be placed 10 feet from the entrance. The project is planned as a single phase. The developer requests a 5-foot reduction in the perimeter yard but proposes a screening fence exceeding the code requirement. They're providing seven extra parking stalls and upgrading Waddell Drive with curb, gutter, and slight widening to match the adjacent car wash area.

Planning Director Stephen Wensman incorporated his entire record and provided it to the Council in written form in with the December 17, 2024 agenda packet.

Wensman stated that staff believes the proposed development is consistent with the growth management plan. It also will be consistent with unified development code and compatible with surrounding land use. Staff is recommending approval with seven conditions of approval. Wensman detailed staff's consistency statement and conditions of approval as listed below:

CONSISTENCY STATEMENT (STAFF'S FINDINGS)

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 to the public interest:

- 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.

STAFF RECOMMENDATION:

Planning Staff and the Planning Board recommend approval of CZ-24-07 with the following conditions:

- 1. A landscape plan be submitted meeting UDO requirements.
- 2. The Y-hammerhead turnaround area shall be marked as no parking in accordance with the Fire Marshal's recommendations.
- 3. The HOA restrictive covenants shall require trash rollouts to be stored behind the units or in the utility closet outside of trash day.
- 4. Liability waiver should be provided in the restrictive covenants to allow town pick up of trash on private property.
- 5. The driveway apron in the public right-of-way be constructed in accordance with the Town's Standard Driveway Apron Detail.
- 6. There shall be a 30' wide public utility easement over the public water and sewer lines.
- 7. The townhomes shall be substantially similar to those presented with the rezoning, in design and materials.

Mayor Andy Moore asked if there were any additional questions from the Council for staff.

Councilman David Barbour asked where the storm water pond would be located, as well as what type of storm water management is proposed. Wensman stated that staff did not have that level of detail at this time, and deferred the question to the developers who were present to speak.

Councilman Travis Scott questioned the existing house at the proposed development, noting that it is in the B-3 zoning district. Councilman Scott asked whether changing the zoning as proposed would bring the house into compliance. Wensman stated yes.

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

The applicant, Paul Embler spoke regarding the development. He stated his credentials, giving a brief history of his experience to the board. He also noted having been the Town of Smithfield's Planning Director for fourteen years. He re-stated testimony congruent to that of Planning Director Wensman. He noted the only reason they asked for the five-foot reduction in perimeter yard was because they did not want to make the units too small. He provided a map to the Board, asking that it be entered as part of the record. He stated the map he provided contained markings that showed how the sidewalk and curb and gutter are proposed. He stated based on the center line of the right-of-way; they will meet the 27-foot setback for their half of the road. He noted that this will include the curb and gutter as well as the sidewalk. He further noted that some standards are above and beyond what the Town required. He asked if there were any questions from the Council.

Councilman David Barbour asked again about the type of storm water pond proposed. Embler deferred that question to Brian Leonard, the engineer, stating he could address the stormwater pond.

Mayor Andy Moore asked about the hammerhead turnaround, noting it is not something they have seen. Planning Director Wensman stated it meets fire code; however, it does not work when there are cars parked in it. Mayor Moore stated it looked as if it would be difficult to turn around. He asked Embler for further information. Embler stated that the turnaround is approved in the Town's ordinance and meets fire code, but it is not used that often. He stated that the town has increased the cul-de-sac size from approximately 87 feet cul-de-sac head to 96-97 feet due to fire code requirements. This change has resulted in a larger paved area. However, the new design, called a Hammerhead, actually uses less pavement than a traditional 96-foot diameter cul-de-sac. Consequently, this design reduces stormwater runoff compared to the alternative.

Mayor Moore asked how do we control it, noting that the driveway was private and that signs would be put up. Embler stated there would be an HOA for the development who would enforce no parking in the hammerhead turnaround. There was some discussion regarding HOAs and enforcement. Mayor Moore stated this needed to be a priority for access by emergency services. Embler concurred stating that they would also post no parking signs.

Councilman Sloan Stevens asked where the curb and gutter would extend. Embler stated from where the driveway is to the brick house; all the way to the third house, and it would stop at that property line. Councilman Stevens asked if they were tearing down both homes. Embler stated yes. Mayor Moore asked if there were any additional questions for Paul Embler.

Brian Leonard with BRL Engineering and Surveying at 112 East Johnston Street, Smithfield addressed the Board. He stated regarding the storm water the options are open because they do not have any detailed grading plans at this stage of development, and he did not know how high the site would be. Leonard stated that the preferred target pond type is a bio retention cell, which is a normally dry basin that filters water into the soil and ponds up during storm events. A wet pond is an alternative option. The final design choice depends on factors such as grading, existing soil types, and depth to water tables, which are yet to be determined. This flexibility allows for either bio retention or wet pond options to be considered.

Councilman David Barbour noted once the development is turned over to the Homeowners Association (HOA), they become responsible for maintaining everything. However, HOA members may lack the knowledge to properly maintain complex systems like stormwater ponds. He asked how can we ensure that these important features will be adequately maintained over time.

Planning Director Stephen Wensman stated that the town has a stormwater inspection program that requires annual certified inspection reports from developers or HOAs. These reports, including pictures, are reviewed by town staff. If maintenance is needed, it must be done immediately to ensure compliance. This process continues yearly. While there have been instances of non-compliance in the past, such as with Booker Dairy Plantation, the regular inspection routine has led to improvements. The ongoing inspections and enforcement help maintain stormwater systems in compliance over time.

Leonard added that the town has significantly improved its oversight of stormwater ponds in the last

2-3 years. They now maintain accurate records and ensure annual inspections are conducted, which wasn't the case in the early years of stormwater regulations. The town is now doing an excellent job of managing these inspections.

Councilman David Barbour asked the engineer if he could foresee any flooding issues in the area. Leonard stated water tends to flow and discharge into a lower line wooded area to the north east of the site. He stated the intent is to let the water flow naturally. He stated requirements are in place so that they mitigate downstream impacts.

Mayor Moore asked that the length of the hammerhead turnaround be clearly defined for him on the map. It was clarified to be sixty feet in both directions from the center. Mayor Moore stated that with only one way in and one way out, he wanted to make sure the length was adequate for emergency vehicles to get in. Leonard stated the movements are less sharp with the proposed development, than with a regular cul-de-sac turnaround, noting the angle of the turn was less than ninety degrees.

Mayor Moore asked Planning Director Wensman to confirm that there was a proposed six-foot fence. He stated that with adding this much development to an existing residential area, it is important to have the right buffer. Wensman pointed out the proposed fence line on the map on display before the Board.

Mayor Moore asked if there were any further questions from the Board. Councilman Sloan Stevens asked if the architectural standards proposed for the development need to be made a condition for approval, or if the developer is bound by what they proposed for materials in their application. Wensman stated they are bound by what they submitted, and that all building would be done at one time and not in phases, so staff was comfortable not adding architectural standards as a condition.

Mayor Moore asked if there was anyone in the audience who wished to speak regarding the issue. There was no one.

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

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman John Dunn to approve CZ-24-07 with the following conditions of approval, finding the Conditional Zoning consistent with the Town Smithfield's Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable in the public interest. Unanimously approved.

Conditions of approval are as follows:

- 1. A landscape plan be submitted meeting UDO requirements.
- 2. The Y-hammerhead turnaround area shall be marked as no parking in accordance with the Fire Marshal's recommendations.
- 3. The HOA restrictive covenants shall require trash rollouts to be stored behind the units or in the utility closet outside of trash day.
- 4. Liability waiver should be provided in the restrictive covenants to allow town pick up of trash on private property.
- 5. The driveway apron in the public right-of-way be constructed in accordance with the Town's Standard Driveway Apron Detail.
- 6. There shall be a 30' wide public utility easement over the public water and sewer lines.
- 7. The townhomes shall be substantially similar to those presented with the rezoning, in design and materials.

Councilmember Comments:

Councilman Travis Scott recognized Town of Smithfield Fire Department retiree Travis Byrd for his 25 years of dedicated service to the Town.

Councilman Scott also addressed the Board regarding the Lumos Networks fiber installation project, referencing the numerous calls and complaints he has received from citizens for dirt left piled up on roadways, with no little more than a traffic cone to warn drivers, damage to property and damage to water

and sewer lines. He wanted to be assured that the Town is doing all it can to address the complaints, inspect and locate lines to ensure those liabilities do not come back on the Town.

Councilman Scott also addressed the Town's Street sweeper as seemingly being more in disrepair rather than in operation. He noted this was a very important service the Town is not getting, to keep the streetways clear and storm drains unblocked.

Mayor Andy Moore also addressed the street cuts done by Lumos, stating the danger there. He also listed other issues with gas line cuts and gas leaks, as well as the water and sewer line cuts, noting the company works on multiple blocks at the time. He stated that his opinion is that work be stopped immediately with no further digging until the Town has discussion with the company to come up with a better plan for installing the infrastructure. He stated we need answers and cooperation from Lumos from a public safety standpoint.

Town Manager, Mike Scott addressed the Board, outlining how the Town is addressing the issues with Lumos, stating the town is actively monitoring the project and its impact. Town staff are:

- 1. Holding regular meetings with Lumos
- 2. Tracking all damages caused by the project
- 3. Ensuring Lumos pays for any damages they cause
- 4. Keeping a record of all street cuts made
- 5. Planning to hold Lumos accountable for future issues related to their work, even months later
- 6. Working to protect taxpayers from bearing the costs of repairs

Councilman Sloan Stevens stated he also received calls, but cautioned that we be careful so the result would be getting the company's attention, and not stopping the progress. While acknowledging the project has been problematic, the town is doing everything possible to manage the situation and minimize negative impacts on the community. Councilman Travis Scott stated that we need to take action, or nothing may change.

Councilman Travis Scott made a motion for Lumos Networks to complete the tasks they have already been started, but to stop further digging until they can correct their issues.

Town Manager Mike Scott asked Public Utilities Director, Lawrence Davis to address the Board regarding the direction of work, issues how things should look over the holiday season.

Davis stated he has spoken to the site manager at Lumos, stating he informed them about our upcoming closure for the holiday season and specified the days we'd be closed. We instructed them to pause any drilling or major maintenance during this time. We asked them to install appropriate signage for completed work and report back to me. They've provided a list of all the streets they've worked on, which I have reviewed and will inspect again tomorrow. We'll maintain consistent oversight. We have a six-month follow-up plan for all contractors who work on our streets. This ensures that any street cuts remain intact, and if not, the contractor must return to make corrections. These standards and measures are in place to address any issues that may arise.

Councilman Steve Rabil asked Davis if he completed an incident report for every call or complaint received. Davis stated that he has not done incident reports, but that the Utilities Director and Water Sewer Superintendent have done so, because it has mainly been their utilities hit. He stated he does document and record where their street work has turned into potholes.

Councilman Rabil asked Lawrence for an update on the street sweeper. He asked if it was possible to borrow one from another Town. Davis stated he would look into the issue.

Town Attorney Bob Spence commented regarding Lumos installation issues. He stated we must remember that the Brightspeed Fiber Company is also coming, and the town should not be too precipitous. He stated that there were multi-level statutes that allowed these companies to do work, noting that for defense and other reasons the work has to continue. He noted that for the Public Works Director to stay on top of the issue is the right thing, rather than challenging the rights of the fiber company and interrupting perceived progress.

Councilman David Barbour asked whether the motion made by Councilman Travis Scott is a legal motion that the Board could make.

Attorney Spence stated if Councilman Scott's motion asked that the company to correct the defects, and stop until they do, we can ask them to do that. Mayor Andy Moore noted, that was what the motion said. In re-stating the motion, it is noted that:

Councilman Travis Scott made a motion for Lumos Networks to complete the tasks they have already been started, but to stop further digging until they can correct their issues.

Councilman David Barbour seconded the motion. Unanimously approved.

Councilman David Barbour asked if the Town has completed the project for cleaning all the street drains. Public Works Director, Lawrence Davis, stated that they have completed that task of the project, and that they were now going into phase two, which is trenching those ditches so the water could come out.

Mayor Moore stated more areas in Town also need the exact same attention. Davis concurred.

Councilman David Barbour addressed accusation made against a Town department that turned out to be unfounded. He complimented staff on their professionalism through harsh media attacks and accusations. He thanked the Chief and staff for handling the difficult situation. He stated that the department was truly appreciated for the work that they do and it's not an easy task.

Mayor Andy Moore gave a compliment to Parks & Recreation staff for a fantastic Christmas Parade and other events. He stated it was a job nicely done by staff and all who participated.

Town Manager's Report

Town Manager Mike Scott reminded the Council of the Employee Christmas Party on December 18, 2024 at 12 o'clock and encouraged attendance. He also wished everyone a merry and safe Christmas and holiday season.

Adjourn

Councilman David Barbour made a motion, seconded by Councilman John Dunn to adjourn the meeting at 9:02 PM. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action Consent Agenda Promotion Item: Date: 2/4/25

Subject:PromotionDepartment:Police DepartmentPresented by:Police Chief - Pete HedrickPresentation:Consent Agenda Item

Issue Statement

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

Financial Impact

Approved Budgeted Amount for FY 2023-2024: Covered by the Current Budget

The annual increase to the budget is \$6,775. The impact on the current budget is \$2,866 for the remainder of the fiscal year.

Action Needed

The Officer has followed the career ladder policy previously approved by the Council found in the staff report and has earned the promotion. The Police Chief recommends this promotion, moving him to the next pay grade in the current Town salary schedule, with the aforementioned increase.

Recommendation

It is requested to allow this Officer to be promoted to Sergeant effective February 10, 2025.

Approved: 🗹 Town Manager 🗖 Town Attorney

Attachments:

1. Staff Report



Consent Agenda Promotion Item: Date: 2/4/25

This is a request to promote one officer from the rank of Master Police Officer II (MPO) to Sergeant. The employee will receive an annual increase of \$6,775 for this promotion. This is approved by the Manager and consistent with the employee handbook.



Request for Town Council Action Consent Agenda Promotion Item: Date: 2/4/25

Subject:PromotionDepartment:Police DepartmentPresented by:Police Chief - Pete HedrickPresentation:Consent Agenda Item

Issue Statement

This is a request to promote one officer from the rank of Detective to Sergeant.

Financial Impact

Approved Budgeted Amount for FY 2023-2024: Covered by the Current Budget

Annual Increase is \$4,036 with an impact on the current budget of \$1,710.

Action Needed

The Officer has followed the **c**areer ladder policy previously approved by the Council found in staff report and has earned the promotion. The Police Chief recommends this promotion, moving him to the next pay grade in the current Town salary schedule with the aforementioned increase.

Recommendation

It is requested to allow this Officer to be promoted to Sergeant, effective February 10, 2025.

Approved: ☑ Town Manager □ Town Attorney

Attachments:

1. Staff Report



Consent Agenda Promotion Item: Date: 2/4/25

This is a request to promote one officer from the rank of Detective to Sergeant. The Manager has approved an annual increase of \$4,036, consistent with the Town Handbook.



Request for Town Council Action Consent Agenda Item: Date: 2/4/25

Subject:Police Department purchase of used vehiclesDepartment:Police DepartmentPresented by:Police Chief - Pete HedrickPresentation:Consent Agenda Item

Issue Statement

The Police Chief is requesting to purchase three used vehicles for the fleet.

Financial Impact

Budgeted \$40,000

Action Needed

Approve or deny restructure request.

Recommendation

Approve

Approved: ☑ Town Manager □ Town Attorney

Attachments:

- Staff Report
- Order sheets from vender



Consent Agenda Item: Date: 2/4/25

The police Chief is requesting the purchase of three vehicles. Three 2018 Ford Taurus police package vehicles. All have very low miles and will be used for our detective division.

These vehicles are with Asia Motors that purchases used law enforcement vehicles and then resells them.

BILL OF SALE

SELLER BUYER(S)			
ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 1/08/25 Salesman:	SMITHFIELD POLICE DEPARTMENT 110 S 5TH ST SMITHFIELD, NC 27577 County: JOHNSTON Phone: 919-989-1069		
DESCRIPTION OF VEHICLE SOLD	DESCRIPTION OF TRADE-IN(S)		
Stock #:24297Year: 2018Make: FORDModel: TAURUSBody Type: 4DRColor: WHITETag:Mileage: 20703VIN: 1FAHP2L80JG141418	Trade # 1: N/A VIN: Mileage: Trade # 2: N/A VIN: Mileage:		
	SETTLEMENT		
WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of	Price: 13,400.00 Less Trade Allowance: N/A		
merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS". LIEN HOLDER	Difference: 13,400.00 Payoff on Trade-In N/A Sales Tax: N/A : N/A Tag & Title Fee:: N/A		
TAX JURISDICTION BREAKDOWN	Total: 13,400.00 Less Cash Down Payment: N/A		
8.500 % 0.00	Deferred Down Payment: N/A		
0.000 % 0.00 0.000 % 0.00 1.000 % 0.00	BALANCE REMAINING: 13,400.00		
(entitled "Buyer's Guide") for this vehicle is part of this contract. Information on hereby acknowledges the presence of the above mentioned window form (BUYER said form.	old as "DEMONSTRATOR" or "USED". The information you see on the window form the window form overrides any contrary provisions in the contract of sale. Buyer 'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of ANY LOANER VEHICLE		

Co-Buyer_

Buyer_ I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER. I 0

BuverCo-Buyer	Accepted This Date / 1/08/25
I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.	By
I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON	Purchase Order prust be accepted by an officer or
DELIVERY.	manager of the Company.

BILL OF SALE

SELLER BUYER(S)		
ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 1/08/25 Salesman:	SMITHFIELD POLICE DEPARTMENT 110 S 5TH ST SMITHFIELD, NC 27577 County: JOHNSTON Phone: 919-989-1069	
DESCRIPTION OF VEHICLE SOLD	DESCRIPTION OF TRADE-IN(S)	
Stock #:24202Year: 2018Make: FORDModel: TAURUSBody Type: 4DRColor: WHITETag:Mileage: 44943VIN: 1FAHP2L82JG141467	Trade # 1: N/A VIN: Mileage: Trade # 2: N/A VIN: Mileage:	
	SETTLEMENT	
WARRANTY DISCLAIMER Any warranties on the products sold hereby those made by the manufacturer. The seller hereby expressly disclaims warranties, either express or implied, including any implied warranty	all Price: 12,200.00 of Less Trade Allowance: N/A	
merchantability or fitness for a particular purpose and neither assumes authorizes any other person to assume for it any liability in connection with sale of said products. Seller makes no warranty of any kind, express or implied, as to merchantability or fitness for a particular purpose of the vehicle covered by agreement, and buyer understands and agrees that such vehicle, whether new used is sold "AS-IS" and "WITH ALL FAULTS". LIEN HOLDER	the Difference: 12,200.00 Payoff on Trade-In N/A the Sales Tax: N/A this N/A	
	Total: 12,200.00	
TAX JURISDICTION BREAKDOWN	Less Cash Down Payment: N/A Deferred Down Payment: N/A	
8.500 % 0.00 0.000 % 0.00 0.000 % 0.00 1.000 % 0.00	BALANCE REMAINING: 12,200.00	

CONTRARY LANGUAGE DISCLOSURE The following applies to all vehicles sold as "DEMONSTRATOR" or "USED". The information you see on the window form (entitled "Buyer's Guide") for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

WILL NOT PROVIDE ANY LOANER VEHICLE

Buyer_

I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

Co-Buyer_

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Putter	Co-Buver	Accepted This Date	A	(1/08/25
Buyer I UNDERSTAND NO VERBAL AGREEMENT WILL BE I HAVE RECEIVED A COPY OF MY PURCHASE OPTI DELIVERY.	HONORED BY DEALER.	By Purchase Order must manager of the Comp	be a	cgep	jed	d by an officer or

BILL OF SALE

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SELLER	BUYER(S)		
ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 1/08/25 Salesman:	SMITHFIELD POLICE DEPARTMENT 110 S 5TH ST SMITHFIELD, NC 27577 County: JOHNSTON Phone: 919-989-1069		
DESCRIPTION OF VEHICLE SOLD	DESCRIPTION OF TRADE-IN(S)		
Stock #:24203Year: 2018Make: FORDModel: TAURUSBody Type: 4DRColor: WHITETag:Mileage: 21217VIN: 1FAHP2L81JG141458	Trade # 1: N/A VIN: Mileage: Trade # 2: N/A VIN: Mileage:		
	SETTLEMENT		
WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS". LIEN HOLDER	Price: 14,400.00 Less Trade Allowance: N/A Difference: 14,400.00 Payoff on Trade-In N/A Sales Tax: N/A : N/A Tag & Title Fee:: N/A		
TAX JURISDICTION BREAKDOWN 8.500 % 0.00 0.000 % 0.00 0.000 % 0.00 1.000 % 0.00	Total: 14,400.00 Less Cash Down Payment: N/A Deferred Down Payment: N/A BALANCE REMAINING: 14,400.00		
(entitled "Buyer's Guide") for this vehicle is part of this contract. Information or hereby acknowledges the presence of the above mentioned window form (BUYEF said form. WILL NOT PROVIDE Buyer	Old as "DEMONSTRATOR" or "USED". The information you see on the window form In the window form overrides any contrary provisions in the contract of sale. Buyer It's GUIDE) on the purchased vehicle at time of delivery and receipt of the original of ANY LOANER VEHICLE Co-Buyer MENT WILL BE HONORED BY DEALER LES FINAL ONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS Accepted This Date		
I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER. I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.	By Purchase Order must be accepted by an officer or manager of the Company.		



Request for Town Council Action Consent Agenda Item: Date: 2/4/25

Subject:	Award of Contract for Designing a Water Line Extension
Department:	Public Utilities Department
Presented by:	Public Utilities Director - Ted Credle
Presentation:	Consent Agenda Item

Issue Statement

As the Town continues to see unprecedented growth in development, the Public Utilities Department continues to expand its services to areas of the Town that did not have Town services, previously. The Town desires to extend the Town's potable water line across I-95 to the intersection of Brogden Road and Whitley Farm Road. This water line extension will open the door for development east of I-95 and assist growth in that section of the Town's ETJ. This extension is in accordance with the approved 10-year Capital Improvements Plan.

Financial Impact

The funds (\$48,840.00) 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 consultant (Colliers Engineering & Design, Inc.), as recommended by staff, and authorize the Town Manager to execute the proposed agreement.

Recommendation

Staff recommends the approval of Colliers Engineering & Design, Inc. as the most qualified consultant and authorize the Town Manager to execute the contract.

Approved: 🗹 Town Manager 🗖 Town Attorney

Attachments:

- 1. Staff Report
- 2. Consultant's Proposal
- 3. Amendment to Boiler Plate Contract
- 4. Proposed Contract & Scope of Services
- 5. Proposal Memo
- 6. Area Map



Consent Agenda Item: Date: 2/4/25

To prepare the Town for future growth, the Smithfield Public Utilities Department lays out a 10-year Capital improvements plan, which is approved and adopted by the Town Council. Part of the current plan is the desire to extend water lines eastward, across I-95 to support future growth in that area of the Town's Extra-territorial Jurisdiction (ETJ). The next step in this water system expansion is the design of the water line to cross I-95 and obtain all regulatory permits, so the construction can occur.

The Town desires to hire an engineering consultant to design the extension of the potable water line across I-95 and to extend the water line to the intersection of Brogden Road and Whitley Farm Road.

Staff is asking Council to approve the proposed consultant and to authorize the Town Manager to execute the contract with the proposed contractor, to perform the design work, in the amount of \$48,840.00, per the submitted proposal.

NORTH CAROLINA TOWN OF SMITHFIELD

THIS CONTRACT is made, and entered into this the ______ day of <u>February</u>, 2025, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and <u>Colliers Engineering & Design, Inc.</u> 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 <u>February 05, 2025</u> to <u>June 30,</u> <u>2025</u> unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall receive from TOWN an amount not to exceed <u>Forty-eight Thousand Eight Hundred Forty and No Dollars</u> (\$_48,840.00_) 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 TOWN, which immunity is hereby reserved to the TOWN.

- 6. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 7. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTOR may be declared ineligible for further TOWN contracts.
- 8. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

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

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or

2. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or

3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

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

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

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

TOWN OF SMITHFIELD	CONTRACTOR		
ATTN: PUBLIC UTILITIES DEPARTMENT 230 HOSPITAL ROAD	ATTN: <u>Colliers Engineering & Design, Inc.</u> _2000 REGENCY PARKWAY, SUITE 295_		
SMITHFIELD, NORTH CAROLINA 27577	CARY, NC 27518		

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

- **18. EXISTENCE**. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- **19. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
- **20. E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Andrew Harris, Town of Smithfield Chief Financial Officer

CONTRACTOR

By:_____ Authorized Representative

Print Name:_____

Title:_____

ATTACHMENT 1" to follow

AMENDMENT TO BOILER PLATE CONTRACT

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("<u>Amendment</u>") is made as of ______, 2025, by and among <u>Colliers Engineering & Design, Inc.</u>. ("<u>Contractor</u>"), and the Town of Smithfield ("<u>Town</u>").

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. <u>Miscellaneous</u>:

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

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- 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.

Andrew Harris, Town Budget Officer

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

Town:

Ву:	 	
Town Manager		

CONTRACTOR, a North Carolina

By:

Business Name:

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the <u>Town of Smithfield</u> (hereinafter referred to as "Town"), and <u>Colliers Engineering & Design, Inc</u> (hereinafter referred to as "Contractor"), which contract is dated <u>February 5, 2025</u>.

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 <u>Colliers Engineering & Design, Inc.</u> to perform engineering design services for the purposes of extending the Town's potable water system along Brogden Road across I-95, 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, a copy of the most updated GIS map of the distribution system and was engaged through conversation about the goals & related issues.

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 Brogden Road, Whitley Farm Road and across I-95, in Smithfield, NC.

IV. Schedules/Timelines (When): The Contractor shall proceed with engineering design services once the contract is executed and will have finished operations by December 31, 2025.

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 along Brogden Road, Whitley Farm Road and across I-95, 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 <u>MUST</u> 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 fee not to exceed <u>\$48,840.00</u>; in accordance with the attached proposal, provided by the contractor.

2000 Regency Parkway Suite 295 Cary, North Carolina 27518 Main: 877 627 3772 collierseng.com Colliers Engineering & Design

January 3, 2025

Ted Credle, P.E. Town of Smithfield 230 Hospital Road Smithfield, NC 27577

Proposal for Professional Services Brogden Water Extension Town of Smithfield, Johnston County, NC Proposal No.: 24011713P

Dear Ted,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services for a proposed Waterline Extension for the Town of Smithfield, Johnston County, NC. The project in question is located along Wal-Pat Road, Brogden Road, Waitley Farm Road, and I-95.

This proposal is divided into four sections as follows:

Section I – Scope of Services
 Section II – Business Terms and Conditions
 Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
 Section IV – Client Contract Authorization

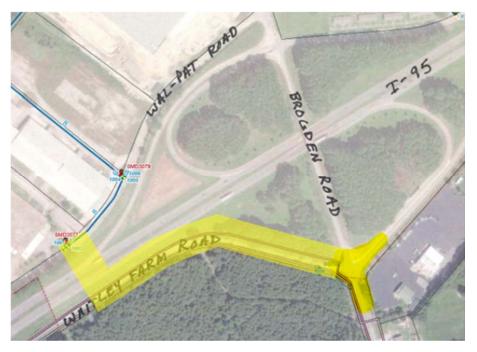
The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:







Task 1.0: Topographic and Planimetric Survey

Colliers Engineering & Design will prepare a topographic survey of proposed waterline corridor in the Town of Smithfield, Johnston County, State of North Carolina (see Figure 1) in accordance with the North Carolina General standards set forth in the Laws of the State of North Carolina Statutory Reference G.S.89C and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in 21 NCAC 56. 1600.

The topographic map will depict existing spot elevations collected at approximately a fifty (50) foot interval and contours at a one-(1) foot contour interval over the corridor width of approximately 100 feet. Additional elevations shall be obtained at any abrupt or unusual grade change to properly delineate high and low points. Our office will prepare a planimetric survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline. Individual trees within wooded areas will not be surveyed.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety



measures and/or assistance with making pipes visible, open and clear for inspection and measuring. Subsurface utilities will be mapped based on marking provided via 811 requested location requests.

GNSS surveying techniques will be used to control the survey with the resulting horizontal datum being NAD83 (2011) North Carolina State Plane and the vertical datum being North American Vertical Datum NAVD88 (Geoid 12B). A minimum of one published NGS benchmark will be recovered, surveyed, and noted on final topographic map. Two site permanent benchmarks will be established and shown on the final topographic map.

Included in this task of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Topographic and planimetric surveys extending approximately 10 feet beyond the corridor width;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic and planimetric survey map in AutoCAD Civil 3D 2018 format.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

Final Deliverable. The final deliverable will be a maximum of two (2) hardcopies signed and sealed by a North Carolina Professional Licensed Land Surveyor, and an electronic file copy in Adobe pdf format. Draft deliverables will be in form of electronic file Adobe pdf format.

Delivery of hard copy maps will be limited to one (1) package sent to one (1) address, one (1) time. Additional delivery of hard copy maps will be billed as a reimbursable expense in accordance with Section III of this agreement.

Lump Sum Fee \$ 11,440.00

Task 2.0: Subsurface Utility Engineering (QL-A) (Optional)

Quality Service Level A - Locating (Test Hole) Services. Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. QL-A Services will be performed at specific points within the project where precise vertical utility information is required to determine the extent of conflict or clearance with or from a proposed design element. QL-A test hole locations will be identified by the Project Owner or Client and transmitted to Colliers Engineering & Design for performance of field work and data collection.

- Provide equipment, personnel and supplies required to perform locating services. Colliers Engineering & Design shall determine which equipment, personnel and supplies are required to perform such services.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, Colliers Engineering & Design shall comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, Colliers Engineering & Design will so notify the Client.
- Locate and identify the precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth and material composition.
- Backfill around the exposed facility using the excavated materials compacted in six-inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for Test Holes on this project.

Final Deliverable. Colliers Engineering & Design will provide an Auto CAD Civil 3D 2018 dwg file utilizing the Colliers Engineering & Design CAD Standards of our field findings. No individual sheet drawings will be generated for this project. Utilities will be surface designated via 811. Colliers Engineering & Design Survey staff will collect survey information for creation of a digital utility mapping CAD file. Colliers Engineering & Design will provide a CAD file in Autodesk Civil3D format

Lump Sum Fee \$ 6,300.00

Task 3.0: Utility Construction Plan

This task includes the preparation of a Construction Plan based on an agreed waterline alignment shown in a previous exhibit. This scope of service is based on the assumption that the proposed construction plan will be completed in a single phase. The items required to obtain a completeness determination (as specified on the Municipal checklist, except for waivers and exclusions noted) will be prepared as follows:

- A Cover Sheet including the name of the project, a 200' radius map with the names of property owners within 200', a site location map, general notes and signature blocks for local agencies to sign their approval will be prepared.
- An Existing Conditions Plan
- Utility design layout plan will be prepared and will include existing conditions and proposed improvements.



- A Soil Erosion and Sediment Control Plan will be prepared depicting the limits of clearing, soil erosion control measures, construction details and notes.
- A Construction Detail Sheet, showing site improvement items in accordance with the Municipal Ordinance, will be included.
- Plan and Profile Sheet, showing depth and utility details will be prepared.

In addition to the Lump Sum Fee indicated below, preparation of point-by-point response letters to review comments received from municipal and/or regulatory agencies will be billed in accordance with the attached Schedule of Hourly Rates.

Lump Sum Fee \$ 16,500

Task 3.1 Preparation and Submission of NCDEQ Water Permit Application

This task includes the preparation and submission of the application to NCDEQ for water extension approval.

The client is responsible for providing required information, existing deeds, easements, project descriptions, endorsements, fees and escrow deposits for submission of the applications.

The lump sum fee for this task includes preparation and the initial submittal of the information described above. Meetings, coordination and follow-up with the various agencies to expedite approvals are not included in this task and will be invoiced in accordance with the attached Schedule of Hourly Rates.

Lump Sum Fee \$ 1,800

Task 3.2 Preparation and Submission of NCDOT Encroachment Applications

This task includes the preparation and submission of the application to NCDOT for Utility Road Encroachments.

The client is responsible for providing required information, existing deeds, easements, project descriptions, endorsements, fees and escrow deposits for submission of the applications.

The lump sum fee for this task includes preparation and the initial submittal of the information described above. Meetings, coordination and follow-up with the various agencies to expedite approvals are not included in this task and will be invoiced in accordance with the attached Schedule of Hourly Rates.

Lump Sum Fee \$ 1,800



Task 3.3 Response to NCDEQ Reviews and Comments

This task includes the preparation and submission of the responses to the comments made by the NCDEQ including the necessary changes to the plans and/or reports and itemized responses to each comment. This includes phone calls and meetings as necessary during the review and approval process.

The client is responsible for providing required information, existing deeds, easements, project descriptions, endorsements, fees and escrow deposits for submission of the applications.

Fee Hourly / Estimated \$ 3,500

Task 3.4 Response to NCDOT Reviews and Comments

This task includes the preparation and submission of the responses to the comments made by the NCDOT including the necessary changes to the plans and/or reports and itemized responses to each comment. This includes phone calls and meetings as necessary during the review and approval process.

The client is responsible for providing required information, existing deeds, easements, project descriptions, endorsements, fees and escrow deposits for submission of the applications.

Fee Hourly / Estimated \$ 5,500

Task 3.5 Released for Construction Plans

Upon receiving final regulatory permits, the Construction Plans will be thoroughly reviewed and updated for released for construction plan for contractor use. The construction plans will then be comprehensive of the information necessary for submittal to contractors for bid requests and shop drawings.

Lump Sum Fee \$ 2,000

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Task 1.0: Topographic and Planimetric Survey	\$11,440
Task 2.0: Subsurface Utility Engineering (QL-A) (Optional)	\$6,300
Task 3.0: Utility Construction Plan	\$16,500
Task 3.1 Preparation and Submission of NCDEQ Water Permit Application	\$1,800
Task 3.2 Preparation and Submission of NCDOT Encroachment Applications	\$1,800
Task 3.3 Response to NCDEQ Reviews and Comments (Hourly)	\$3,500
Task 3.4 Response to NCDOT Reviews and Comments (Hourly)	\$5,500
Task 3.5 Released for Construction Plans	\$2,000

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Property title search;
- Construction stakeout services;
- Tree Location Plan and/or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps; and
- Security clearance protocol.
- Boundary Surveying;
- Client to provide any required Right-of-Entry for the work areas outside of the ROW and any adjacent properties requiring access to perform and complete SUE investigations;
- No specialized Traffic Control is anticipated. No Lane Closures are anticipated. Any required traffic control will be billed to Client as a direct pass through;



- Colliers Engineering & Design will provide standard cones and warning signs for any services performed adjacent to roadway areas;
- No security and/or flag persons will be needed for any segment of the project;
- Plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review;
- Construction Administration, Construction Specifications, Construction Stake-Out, As-built Survey, and/or additional field surveying information, except as noted;
- Subdivision or Consolidation Plans, Legal Boundary Descriptions and/or Parcel Maps;
- Geotechnical services;
- Traffic Engineering Services;
- Professional Planning Services;
- Preparation of a Site Demolition Plan;
- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Cultural Resources services;
- Endangered species studies;
- Noise impact studies;
- Water system hydraulic modeling;
- Hydrant Flow testing to determine suitable water pressure;
- Fire Water System design;
- Wastewater Management Plan analysis (system capacity, etc.);
- Off-site design services for utility extensions;
- Hydrologic Soil Group (HSG) revision and analysis;
- Flood plain analysis and Flood Hazard Area Application;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Site or Roadway Improvement plans for off-site roadway/intersection improvements;
- Quantity, cost, and/or earthwork estimates;
- Obtaining plan signatures from local authorities and recording of documents;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, ("CED") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

CED will provide a description of the Services requested under this agreement in written form (the "Scope of Services" or "Proposal"). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as <u>Section II</u>.

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED's provision of the Scope of Services to Client; (b) CED's fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED's provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED's Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

2.0 STANDARD OF CARE:

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CED will invoice client monthly. CED's invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client's receipt of an invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client's request or which are necessary for the completion of a Scope of Services.

CED shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

4.0 **PAYMENT**:

CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client ("Applications"). Before the withdrawal of any Application, CED will provide the Client with 14 days' written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED's reasonable attorneys' fees and costs.

5.0 RETAINER:

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED, and first applied to CED's final invoice for the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide access to the location where CED's Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being understood by the parties that in the normal course of CED's Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED's obligation. Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

7.0 UTILITIES:

CED will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

10.0 AGREED REMEDY:

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.

The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as

the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquiror of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third-parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

<u>13.0</u> <u>DELAYS:</u>

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, endemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

14.0 INDEMNIFICATION:

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs, court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design



Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (I) any claims against CED arising from the acts, omissions or work of third-parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

15.0 GOVERNING LAW:

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

16.0 INVALID TERMS:

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

17.0 SURVIVAL:

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

18.0 ENTIRE AGREEMENT:

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

Project Scope Specific Terms and Conditions, as applicable.

19.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.

20.0 OPINIONS OF PROBABLE COST:

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's



judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

21.0 HAZARDOUS MATERIALS:

As for Services involving hazardous materials as defined in this Section, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a material or substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic or hazardous chemicals and substances, radioactive materials, liquids, gases, or any other harmful material, whether in the air, surface soil or subsurface soil, rock, water or groundwater, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

22.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

23.0 EARTHWORK ANALYSIS:

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

24.0 STORAGE OF CLIENT MATERIAL:

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

25.0 GENERAL CONSTRUCTION ADMINISTRATION:

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply: CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203- 2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.



Section III – Rate Schedule

Technical Staff Rates 202 Billing Titles	Hourly Rates
Executive Principal	320.00
Senior Principal	280.00
	250.00
Principal	
Senior Technical Director	240.00
Senior Project Manager	230.00
Technical Director	210.00
Project Manager	200.00
Senior Project Specialist	185.00
Project Specialist	175.00
Technical Professional	165.00
Technical Specialist	155.00
Specialist	145.00
Senior Data Technician	135.00
Senior Technical Assistant	125.00
Technical Assistant	115.00
Field Technician	105.00
Data Technician	105.00
Survey Crew – 1 Person w/Robotic Equipment	155.00
Additional Survey Crew Member	65.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	85.00

Reimbursable Expenses		
General Expenses	Cost + 15%	
Travel (Hotel, Airfare, Meals)	Cost + 15%	
Sub-Consultants/Sub-Contractors	Cost + 20%	
Plotting	4.50 / Each	
Computer Mylars / Color Plots	100.00 / Each	
Photocopies	0.19 / Each	
Color Photocopies	2.05 / Each	
Document Binding	4.05 / Each	
Portable Media	100.00 / Each	
Exhibit Lamination (24" x 36" or larger)	90.00 / Each	
Initial Digital Signature	300.00	
Additional Digital Signatures	75.00 / Each	
Mileage Reimbursement*	0.655 / Per Mile	
	Field Vehicle 0.75 / Per Mile	

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Rates are effective through December 31, 2025

Schedule 4



Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature	Date
Printed Name	Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office **terms are NET30 of receipt of invoice**. This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.

1. ten

Sean Hein, PLS, CFS Senior Project Manager

SPH

cc: Leonardo E. Ponzio, PLS, Colliers Engineering & Design (via email)





Request for Town Council Action Consent Agenda Item: Date: 2/4/25

Subject:	Award of Contract for a Study of Infiltration & Intrusion
Department:	Public Utilities Department
Presented by:	Public Utilities Director - Ted Credle
Presentation:	Consent Agenda Item

Issue Statement

Even though a great deal of effort has been expended to the reduction of Infiltration & Intrusion in the Town of Smithfield sanitary sewer system, the Town continues to see high sewer invoices form the County. This is thought to be caused by many factors. One factor is the when the river floods, it inundates vulnerable manholes and infiltration is increased in wet months. To identify the vulnerable sections of the system, the Town desires to engage an engineering consultant to model the flooding and illustrate where the collection system is most susceptible.

Financial Impact

The funds (\$38,800.00) to pay for these services were taken from the I&I capital project line item (45-71-7220-5700-7413).

Action Needed

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

Recommendation

Staff recommends the approval of MS Consultants, Inc., as the most qualified respondent and authorize the Town Manager to execute the contract.

Approved: ☑ Town Manager □ Town Attorney

Attachments:

- 1. Staff Report
- 2. Proposed Contract Agreement
- 3. Scope of Services
- 4. Amendment to Boiler Plate Contract



Consent Agenda Item: Date: 2/4/25

The Town of Smithfield sanitary sewer collection system is constantly being improved by repair & replacement of leaking lines. Even though extensive effort has gone into the reduction of Infiltration & Intrusion (I&I), the system still sees large increases in flow during rain events. Further, the Town also sees large invoicing from the County when the river is at elevated levels, even if the weather is relatively dry.

The Town desires to hire an engineering consultant to model rain events and the rise in the river, to see what sections of the sanitary sewer collection system are vulnerable to flooding waters. Further, the consultant will use historical record data to see if the Town could have dry weather intrusion.

Staff is asking Council to approve the proposed consultant and to authorize the Town Manager to execute the contract with the proposed consultant, to perform the work, in the amount of \$38,800.00, per the submitted proposal.

NORTH CAROLINA TOWN OF SMITHFIELD

THIS CONTRACT is made, and entered into this the ______ day of <u>February</u>, 2025, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and <u>MS Consultants, Inc.</u> 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 <u>February 05, 2025</u> to <u>June 30,</u> <u>2025</u> unless sooner terminated as provided herein.
- **3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed <u>Thirty-eight Thousand Eight Hundred and No Dollars</u> (\$<u>38,800.00</u>) 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 TOWN, which immunity is hereby reserved to the TOWN.

- 6. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 7. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTOR may be declared ineligible for further TOWN contracts.
- 8. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.

9. TERMINATION.

9.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

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

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or

2. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or

3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

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

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

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

TOWN OF SMITHFIELD	CONTRACTOR
ATTN: PUBLIC UTILITIES DEPARTMENT	ATTN:_MS Consultants, Inc
230 HOSPITAL ROAD	_5444 WADE PARK BLVD., SUITE 160
SMITHFIELD, NORTH CAROLINA 27577	<u>RALEIGH, NC 27607</u>

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

- **18. EXISTENCE**. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- **19. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
- **20. E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Andrew Harris, 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 <u>Town of Smithfield</u> (hereinafter referred to as "Town"), and <u>MS Consultants, Inc</u> (hereinafter referred to as "Contractor"), which contract is dated <u>February 5, 2025</u>.

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 <u>MS Consultants, Inc.</u> to perform engineering consulting services for the purposes of analyzing the infiltration & Intrusion of the Town of Smithfield sanitary sewer collection 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, a copy of the most updated GIS map of the collection system and was engaged through conversation about the goals & related issues.

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 all across the Town of Smithfield sanitary sewer collection system, in Smithfield, NC.

IV. Schedules/Timelines (When): The Contractor shall proceed with engineering design services once the contract is executed and will have finished operations by June 30, 2025.

V. Transmittal/Delivery/Accessibility (How): The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed throughout the Town of Smithfield sanitary sewer collection 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 <u>MUST</u> 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 fee not to exceed <u>\$38,800.00</u>; in accordance with the attached proposal, provided by the contractor.

AMENDMENT TO BOILER PLATE CONTRACT

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT ("<u>Amendment</u>") is made as of ______, 2025, by and among <u>MS Consultants, Inc.</u>. ("<u>Contractor</u>"), and the Town of Smithfield ("<u>Town</u>").

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. <u>Miscellaneous</u>:

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

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- 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.

Andrew Harris, Town Budget Officer

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

Town:

Ву:	 	
Town Manager		

CONTRACTOR, a North Carolina

By:

Business Name:

Exhibit A

SCOPE OF SERVICES

Town of Smithfield, NC Wastewater Inflow and Infiltration Desktop Analysis

November 1, 2024

Background

The Town of Smithfield, NC ("Town") is undertaking a desktop Wastewater Inflow and Infiltration (I/I) analysis to address issues related to excessive water entering the wastewater system. This project aims to identify conditions under which I/I is occurring and thereby identify potential sources of inflow and infiltration.

Johnston County, NC has a well-established wastewater treatment system that has evolved over the years to meet the growing needs of its communities. The Central Johnston County Regional Wastewater Facilities, located south of Smithfield, is a tertiary facility permitted to treat and discharge 9.5 million gallons per day to the Neuse River. These facilities collect and treat wastewater from several towns, including Smithfield, Selma, Four Oaks, Wilson's Mills, Pine Level, and Clayton.

Historically, the wastewater treatment plant was managed by the Town of Smithfield. However, in the early 1990s, the management and operations of the plant were transferred to Johnston County to streamline and improve regional wastewater management. This transition allowed for a more coordinated approach to handling wastewater from multiple communities.

Johnston County operates and maintains a system of sewer line interceptors that extend through Smithfield to Selma. Wastewater from the Town of Smithfield flows to the County's wastewater treatment plant by gravity, which is a more efficient and cost-effective method. In contrast, other local towns and communities, such as Pine Level and Four Oaks, have wastewater collection systems that drain via metered flows to the same treatment plant. These metered flows involve pumping stations and force mains to transfer wastewater to the treatment facility. Because the Town of Smithfield is not metered, it is difficult to directly measure and identify sources of I/I.

The Scope of Work describes the services and work products that will be provided by ms consultants, inc. to assist the Town with investigating and characterizing I/I sources. The Scope of Work consist of the following Tasks:

- Task 1 Data Compilation and Analysis
- Task 2 Hydrologic and Hydraulic (H&H) Analyses
- Task 3 Technical Memorandum
- Task 4 Project Meetings
- Task 5 Project Management

Project Tasks

Task 1. Data Compilation

This task involves gathering and reviewing all relevant data, including existing maps, reports, and GIS data for evaluation of inflow and infiltration into the Town of Smithfield and County collection systems. The goal is to compile a comprehensive dataset that will be used for the analysis. Data and information to be evaluated under this task may include, but are not limited to:

Historic Data and Record Plans - Provided by the Town

- Community Flow Monitoring Data
- County WWTP Influent Flow Data
- Town Sewer Billing Records
- GIS Shapefiles
- Record Plans

Historic Data and Record Plans - Obtained by ms consultants, inc.

- River Stage Data
- Rain Gauge Data
- FEMA Mapping and Stream Profiles

Task 2. Hydrologic and Hydraulic (H&H) Analyses

Hydrologic and hydraulic (H&H) analyses will be used to evaluate the existing wastewater network, analyze the areas of interest and to assess the root causes of I/I. Specifically, ms consultants will:

- Perform a comparative I/I analysis to identify the Town of Smithfield's relative systemwide I/I rate. Use the relative systemwide I/I rate to estimate volume or rate of river water intrusion during elevated river stages. As part of this analysis, ms consultants will:
 - Identify wet weather events to be used for the I/I Analysis.
 - o Classify events by river stage elevations.
 - Calculate Smithfield's assumed flow rate per event based on other community flow rates and WWTP flow rates.
 - Estimate the Town of Smithfield's dry weather flow rate.
 - Calculate remaining rainfall derived infiltration and inflow for each event.
 - Compare rainfall derived infiltration and inflow flows to rainfall events to estimate I/I rates.
 - Compare I/I rates with and without river stage impacts.
 - Identify river stage levels impacting I/I rates.
 - Estimate river intrusion at various river stages.
- Identify number of structures susceptible to river water intrusion and ownership of structures. Quantify the number of structures owned by the County and Smithfield.
- Compare historical billing records for the Town of Smithfield to estimate cost associated with river water intrusion.

Task 3. Technical Memorandum

Under this task, ms consultants will prepare a memorandum documenting the analysis and findings. The memorandum will document analysis methodology and results. Town comments and recommendations discussed during meeting #2 will be incorporated into the draft technical memo. Draft and final versions of the memorandum will be provided. The memorandum is anticipated to include the following topics:

- Project Background
- Goals/Objectives
- Data Collection Summary
- H&H Analysis
- Conclusions and Recommended Next Steps

Task 4. Project Meetings

The project team will conduct three (3) meetings over the course of the project, as described below.

- Meeting #1 / Project Kick-off ms consultants will conduct a kick-off meeting with Town personnel to
 establish lines of communication; identify specific needs of the Project; define roles, responsibilities and
 schedule for the Project; and conduct preliminary discussions regarding elements to data collection, I/I
 analysis, and deliverable necessities for actionable findings. ms consultants will develop an agenda prior
 to the meeting and meeting minutes following the meeting.
- Meeting #2 Project progress meeting with the town following the I/I analysis to present preliminary findings prior to development of a technical memo. Review findings and document any questions or comments from the Town to include within the technical memo. ms consultants will develop an agenda prior to the meeting and meeting minutes following the meeting.
- Meeting #3 After delivery of the draft technical memorandum, ms consultants will meet with the Town to discuss any questions or comments the Town has regarding the technical memorandum. Comments provided by the Town will be addressed in the final technical memorandum.

Task 5. Project Management

The project manager will perform the following services during the project duration:

- Manage ms consultants engineering technical staff.
- Track budget and project schedule by task and subtask.
- Prepare and submit monthly invoices and project status reports. The project status report will provide a summary of the budget status, work progress, schedule updates, and a description of any contract issues and how they have been resolved.
- Facilitate monthly teleconference meetings to provide brief summaries of progress-to-date and the project schedule and to discuss any proposed changes or issues needing resolution.
- Coordinate with the client project manager to prepare an agenda for the project kick-off meeting and facilitate the project kick-off meeting with key project team members.

Work Products

- Task 1 At the conclusion of the project, ms consultants, inc. will catalog and provide the Town a copy of information and data collected over the course of the project. A summary of the data sources will be provided in the technical memorandum (Task 3).
- Task 2 Results of the analysis will be documented in the technical memorandum (Task 3).
- Task 3 Technical memorandum (draft and final versions) describing methodology, findings, and recommendations
- Task 4 Meeting agendas, minutes, and action items, if requested by the Town.
- Task 5 Monthly project status reports and invoices.

Fee

Tasks 1-5 will be completed based upon lump sum, not-to-exceed fee of \$38,800.00.

Schedule

ms consultants, inc. anticipates that the majority of support, including the draft technical memorandum, will be completed within four (4) months of notice to proceed. A detailed project schedule will be prepared after project award and discussed with the Town during the project kick-off meeting.

Assumptions

- Historic data and record plans (Community Flow Monitoring Data, County WWTP Influent Flow Data Town Sewer Billing Records, GIS Shapefiles, and Record Plans) will be provided to ms consultants by the Town or other organizations.
- The scope of work does not include locating and extracting source data from any community or county source. (Exclusion of source data may impact the quality and availability of some portions of the analysis.)
- The scope of work does not include evaluation of local I/I sources/issues. (Only systemwide I/I values will be assessed as part of this scope.)
- The scope of work does not include negotiation of sewer rates on the Town's behalf with the County.
- The Town will designate a representative authorized to act on its behalf with respect to the services requested of ms consultants. All directions and authorization shall be by or through such representative.
- The Town will furnish ms consultants all available information, reports, studies, GIS data, complaint records, flow monitoring data, past Inflow/Infiltration studies if available, design and survey data, operating records, existing plans, easements, and other data pertinent to the Project and such will be furnished at the Town's expense.
- If the Town deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by the Town.
- The scope of work does not include Sub-basin I/I Analysis, Hydraulic Modeling, Flow Monitoring, Field Investigations, Condition Assessments, Closed-circuit television (CCTV), confined space entry, and pipe cleaning (mechanical or hydraulic).
- Progress meetings will be held by teleconference and are anticipated to average 30-60 minutes in length.



Request for Town Council Action Consent Advisory Agenda Board Item: Appointments Date: 2/4/25

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

Issue Statement

The Town Council is asked to consider reappointments for members of the Board of Adjustment and the Planning Board.

Financial Impact

N/A

Action Needed

The Town Council is asked to consider the reappointment of Sarah Edwards as a Board of Adjustment ETJ member, Mark Lane as a Planning Board ETJ member and reappointment for Alisa Bizzell as Planning Board member *and* Parks and Recreation Advisory Commission member.

Recommendation

Staff recommends approval of these reappointments

Approved: ☑ Town Manager □ Town Attorney

Attachments:

- Staff Report
- Sarah Edwards Board Application
- Mark Lane Board Application
- Alisa Bizzell Board Application



Staff Report Consent Advisory Agenda Board Item: Appointments Date: 2/4/25

Board Reappointments:

Sarah Edwards has submitted an application for consideration to be reappointed to a new term on the Board of Adjustment as an ETJ Member.

Mark Lane has submitted an application for consideration to be appointed to a new term on the Planning Board.

Alisa Bizzell has submitted an application for consideration to be appointed to new terms for the Planning Board as well as for the Parks and Recreation Advisory Commission.

Current Board vacancies are as follows:

- Appearance Commission 3 Positions
- Board of Adjustment 3 Positions
- Historic Properties Commission 2 Positions
- Parks and Recreation Advisory Commission 5 Positions
- Planning Board 2 Positions



Town of Smithfield Board, Commission, or Committee Application

Name:	<u>Edwards</u> (Last)	<u>Sarah</u> (First)	_
Home A	ddress: <u>1282E Packing Plant Road</u>		
Busines	s Name & Address:		
Telepho	ne Numbers: <u>919) 796-2899</u> (Home) (Mobile)	<u>sarahelizabethedwards@gmail.com</u> (Email)
Please o	check the Board(s) that you wish to serv	ve on:	
□ X	Appearance Commission Board of Adjustment In Town Resident Board of Adjustment ETJ Member Historic Properties Commission Library Board of Directors		Parks/Recreation Advisory Commission Planning Board In-Town Resident Planning Board ETJ Resident Other:

Interests & Skills:_Economic and community development, appropriate growth and high quality development for Smithfield

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

Recent Job Experiences: Executive Director, Downtown Smithfield Development Corporation

Civic or Service Organization Experience: Currently: Junior Women's League of Smithfield (former President), North Carolina Main Street Partners Board, Town of Smithfield Board of Adjustment Formerly: North Carolina Downtown Development Association Board, Ava Gardner Museum Board

Town Boards previously served on and year(s) served: Board of Adjustment, 2009-present

Please list any other Boards/Commissions/Committees on which you currently serve: NC Main Street Partners Board, various Junior Women's League of Smithfield committees

Why are you interested in serving on this Board/Commission/Committee? Smithfield is poised for significant growth and redevelopment. I think it is critical to balance the needs and wants of current citizens with the change that comes with new growth, particularly when it comes to ensuring that the Town's standards support quality development that Smithfield's current and future citizens can be proud of and will benefit the Town in the long run.

Affirmation of Eligibility:

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

□Yes **x** No If yes, please explain disposition:

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

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

Printed Name: Sarah Edwards

Signature: s/ Sarah Edwards Date: 12/30/2024

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

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



Town of Smithfield Board, Commission, or Committee Application

	me: Lane Mark		E	
ome Address:	(Last) 2108 Yelverton Grove R	≀d Smith	field NC 27577	(MI)
usiness Name & A	ddress:			
elephone Numbers	9196693615			markfd12@aol.com
	(Home)		(Mobile)	(Email)
lease check the Bo	ard(s) that you wish to serve on	1:		
Appearance	Commission	0	Parks/Recreation Adv	visory Commission
Board of Ad	ustment In Town Resident		Planning Board In-To	wn Resident
	ustment ETJ Member perties Commission	CX .	Planning Board ETJ I Other:	
	d of Directors			1
ircle highest level o	of education completed: (High s	School) 1		lege 1 2 3 4 5 6
Recent Job Experie	nces: presently I am own	ner of a	grounds maintena	ance/greenhouse compar
			grounds maintena	ance/greenhouse compar
Civic or Service Org		thfield F		
Civic or Service Org Town Boards previo Smithfield Boa	anization Experience:Smit	thfield F	ire Dept,retired, Smithfield Plannin	g Board
Civic or Service Org	anization Experience:Smit	thfield F	ire Dept,retired, Smithfield Plannin	g Board Smithfield Planning Bo

Why are you interested in serving on this Board/Commission/Committee? I want to continue to help make recommendations to the town council that will make our community with controlled growth

Affirmation of Eligibility:

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

□Yes No If yes, please explain disposition:

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

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

Printed Name: Mark Lane

Signature:

Date: 1/8/2024

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

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



Town of Smithfield Board, Commission, or Committee Application

Name:	Bizzel	Alisa	
Home Addr	(Last) ESS: 510 S Vermont Street Apt B Smithfield, NC 27577	(First)	(MI)
Business N	ame & Address: Lohnston Lee Harmett Communi	ty Action, Inc, PO Drawer 711, Smithfield, NC 27577	
Telephone	Numbers: <u>91 9-8 0- 9691</u> (Home)	919-610-9891	teiwuan08@gmail.com
Please che	(Home) ck the Board(s) that you wish to serv	(Mobile) /e on:	(Email)
Boa Boa His	pearance Commission ard of Adjustment In Town Resident ard of Adjustment ETJ Member toric Properties Commission ary Board of Directors	Planning Boa	tion Advisory Commission rd In-Town Resident rd ETJ Resident
Interests &	Skills: Reading, Community Service projects, Listening to	music, Cra fis	
Circle highe	st level of education completed: (H	ligh School) 10 11 12 GE	D College 1 2 3 4 56 Ministure Degree
Recent Job	Experiences: Humn Resources Assistent, Nationw	ide Insurance as a Screener of auto policies, Counsel	or
Civic or Ser	vice Organization Experience: _ ^{Zeta Ph}	i Bela Sorority, Incorporated, Johnston County Cilizer	1's Association
Town Board	s previously served on and year(s)	Served: Town of Smithfield Planning Board and	Smithfield Parks and Rec Board (cannot remember
Please list a	any other Boards/Commissions/Com	nmittees on which you currently	Serve: None

Why are you interested in serving on this Board/Commission/Committee? I enjoy being in the know. I like to receive valuable information that helps me keep my community informed of what's going on around them. I enjoy learning of the growth in the Johnston County area and meeting new people.

Affirmation of Eligibility:

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

□Yes ■No If yes, please explain disposition:

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

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

Printed Name: Alise P. Bizzell

Use PAPizzer Signature/

Date: 1/17/2025

Return completed for to: Elaine Andrews Town Clerk P. O. Box 761 Smithfield, North Carolina 27577 Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: <u>elaine.andrews@smithfield-nc.com</u>

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



New Hire Report

Consent New Agenda Hire/Vacancy Item: Report Date: 2/4/25

Subject:New Hire ReportDepartment:Human Resources DepartmentPresented by:Human Resources Director – Shannan ParrishPresentation:Consent Agenda Item

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:

Position Planner I Police Officer (1 position) Firefighter I (2 positions) Utility Line Mechanic Electric Line Technician Department Planning Police Fire PU – Water/Sewer PU – Electric Budget Line 10-10-4900-5100-0200 10-20-5100-5100-0200 10-20-5300-5100-0200 30-71-7220-5100-0200 31-72-7230-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2024-2025 Budget.

Position_	Department	<u>Budget Line</u>	<u>Rate of Pay</u>
Master Police Officer	Police	10-20-5100-5100-0200	\$ 29.59/hr. (\$66,163.24/yr.)
Asst. Aquatics Supervisor	P&R – Aquatics	10-60-6220-5100-0200	\$ 27.80/hr. (\$57,824.00/yr.)
Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200	\$ 17.31/hr. (\$36,004.80/yr.)
Electric Superintendent	PU – Electric	31-72-7230-5100-0200	\$ 45.67/hr. (\$94,993.60/yr.)

Public Hearings





Request for Town Council Action

Public S-24-07 Hearing: Date: 2/4/25

Subject:Buffalo Road Subdivision Preliminary PlatDepartment:Planning DepartmentPresented by:Planning Director - Stephen WensmanPresentation:Public Hearing

Issue Statement

Becker Morgan Group, Inc. is requesting a preliminary subdivision of 138.63 acres of land with R-8 CZ designation into 117 detached single-family residential lots.

Financial Impact

The new lots will contribute to the town's tax base.

Action Needed

The Town Council is respectfully requested to hold a public hearing and to decide whether to approve, approve with conditions or deny the preliminary plat request, S-24-07, based on the finding of fact for preliminary subdivisions.

Recommendation

Staff recommend approval of the Buffalo Road Subdivision Preliminary Plat, S-24-07, with 11 conditions based on the finding of fact for preliminary subdivisions.

Approved: II Town Manager □ Town Attorney

Attachments:

- 1. Staff report
- 2. Draft Finding of Fact
- 3. Application and narrative
- 4. Preliminary Plat
- 5. Preliminary Subdivision Submittal Revision Responses
- 6. NCDOT Traffic Review
- 7. Adjacent Property Owners



Staff Report Public S-24-07 Hearing: Date: 2/4/25

REQUEST:

Becker Morgan Group, Inc. is requesting a preliminary subdivision of 138.63 acres of land with R-8 CZ designation into 117 detached single-family residential lots.

PROPERTY LOCATION:

The property considered for approval is located at 1176 and 1200 Buffalo Road (Southeastern side of Buffalo Road, further identified as Johnston County Tax ID 14A033005.

APPLICATION DATA:

Owner: Applicant/Consultant: Project Name:	Vesta Enterprises, Inc. Eva King/Eva Stancil of Becker Morgan Group, Inc. Buffalo Road Subdivision
Tax ID:	14A033005
Acreage:	138.63 acres
Present Zoning:	R-8 CZ
Town/ETJ:	Town
Existing Use:	Vacant woods/Residential lots
Proposed Use:	Detached single-family residential
Fire District:	Smithfield
School Impacts:	Additional households with school-age children
Parks and Recreation: Water and Sewer Provider	Dedication of 58.97 acres of park land. : Town of Smithfield
Electric Provider:	Town of Smithfield

ENVIRONMENTAL:

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

ADJACENT ZONING AND LAND USES:

(See attached map) Zoning **Existing Land Uses** North R-10 and O/I Radio Station and Singlefamily residential R-20A Vacant woodland South R-10/R-20A Single family residential East West R-20A Residential/Agricultural.

PRELIMINARY PLAT/ANALYSIS:

Overview. The proposed preliminary plat is consistent with the conditional zoning master plan approved on 7/9/24, with 117 detached single-family residential lots with a minimum lot size of 5,500 sq. ft. with dedication of +/- 58 Acres of open space, east of Buffalo Creek Greenway. The submitted plans show adequate drainage away from the Bradford Park subdivision and show areas where existing vegetation is to remain and where planted buffers will be required. The plat will be conditioned on staff approval of construction plans, not yet submitted.

Subdivision Summary.

- Gross density is 1.23 units per acre.
- Minimum lot size is 5,500 sf.
- Minimum lot width is 55 feet.
- Minimum side yard setback is 6 feet.
- The open space along Buffalo Road is 60' wide.
- All lots will be maintenance free, maintained by HOA.
- Architectural Standards:

Foundations

o Slab on grade

Siding

- o All siding shall be Hard Siding
- Must have a minimum of TWO of the following:
 - Lap
 - Shake
 - Board and Battan
 - Masonry

True Street Facing Windows

- Must have a minimum of ONE of the following:
 - Decorative header
 - Oversized trim
 - Shutters where space allows

Garage

- o Must have an attached garage
- Must have a minimum of ONE of the following:
 - Decorative header
 - Oversized trim

Roofs

- Must have a minimum of ONE of the following:
 - Asphalt Shingles
 - Metal allowed as an accent roof over window bay or porch
- 3 parking spaces per dwelling with 94 overflow parking spaces.
- The development will be providing decorative street signs and lights.

- Open Space: 103.64 acres of open space, including 58.97 acres to be dedicated to the town for parkland, with bocce ball, dog park, open play areas and +/- 3,376 lineal feet of walking trails connected to the Town's greenway.
- 7,604 lineal feet of new town streets with sidewalks on both sides.
- Main "collector" street will be 31' wide back-to-back.
- Local streets will be 27' wide back-to-back.
- All curbs will be standard curbs.
- Emergency fire road connection to Parkway Drive with gates with Knox boxes.
- Storm Water Ponds will be aerated.
- TIA recommended improvements.

Traffic Impact Analysis. Kimley-Horn completed a Traffic Impact Analysis, studying trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. Traffic conditions studied include the existing (2024) and projected (2028) background and build-out traffic conditions for the AM and PM peak hours. The study area for this development included the following intersections:

- M. Durwood Stephenson Parkway at Buffalo Road
- Buffalo Road at Hospital Road
- Brightleaf Boulevard (US 301) at Hospital Road
- Buffalo Road at North Site Driveway
- Buffalo Road at South Site Driveway

The recommended transportation improvements are:

Buffalo Road at North Site Driveway:

- · Construct the North Site Driveway with one ingress lane and one egress lane
- Construct an exclusive southbound left-turn lane on Buffalo Road with 75 feet of storage and appropriate tapers

Buffalo Road at South Site Driveway:

- Construct the South Site Driveway with one ingress lane and one egress lane
- Construct an exclusive northbound right-turn lane on Buffalo Road with 50 feet of storage
 and appropriate tapers

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 consistent with the adopted comprehensive plan and conditional zoning master plan.*
- 2. The plat complies with all applicable requirements of this ordinance; *The plan complies* with all applicable requirements of this ordinance and conditional zoning master plan with conditions.
- 3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. *There is adequate infrastructure.*

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 recommend approval of the Buffalo Road Subdivision preliminary plat, S-24-07, with the following 11 conditions:

- 1. That the preliminary plat is conditioned on the staff approval of the construction documents meeting all UDO requirements and conditions of zoning approval.
- 2. Enhance the landscaping at the development entrances onto Buffalo Road.
- 3. Dedicate 58.97 acres for parkland with final plat.
- 4. Provide aeration of the wet (stormwater) ponds to assist with mosquito control.
- 5. Loop the watermains with the Bradford Park neighborhood (upside to an 8" line if feasible)
- 6. Provide a fire hydrant beyond the cul-de-sac on the greenway for fire protection.
- 7. Include architectural standards as presented with conditional zoning into the homeowner's association (HOA) declarations.
- 8. Submit homeowner's association (HOA) declarations for the Town Attorney's review.
- 9. Incorporate the architectural standards into the HOA declarations.
- 10. Provide decorative street lighting and street signs throughout the development.
- 11. Provide a 6' high screening fence along the Bradford Park boundary.

RECOMMENDED MOTION:

"move to approve the Buffalo Road Subdivision preliminary plat, S-24-07, with the 11 conditions found in the staff report based on the finding of fact for preliminary subdivisions."

Town of Smithfield Preliminary Plat Finding of Fact / Approval Criteria

Application Number: S-24-07 Project Name: Buffalo Road Subdivision Preliminary Plat

Request: Vesta Enterprises, Inc. is requesting approval of a preliminary plat for a 170 detached single-family lot subdivision over 138.63 acres. The property considered for approval is located at 1176 and 1200 Buffalo Road (Southeastern side of Buffalo Road, further identified as Johnston County Tax ID 14A033005.

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 another 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-24-07 with conditions:

- 1. That the preliminary plat is conditioned on the staff approval of the construction documents meeting all UDO requirements and conditions of zoning approval.
- 2. Enhance the landscaping at the development entrances onto Buffalo Road.
- 3. Dedicate 58.97 acres for parkland with final plat.
- 4. Provide aeration of the wet (stormwater) ponds to assist with mosquito control.
- 5. Loop the watermains with the Bradford Park neighborhood (upside to an 8" line if feasible)
- 6. Provide a fire hydrant beyond the cul-de-sac on the greenway for fire protection.
- 7. Include architectural standards as presented with conditional zoning into the homeowner's association (HOA) declarations.
- 8. Submit homeowner's association (HOA) declarations for the Town Attorney's review.

- 9. Incorporate the architectural standards into the HOA declarations.
- 10. Provide decorative street lighting and street signs throughout the development.
- 11. Provide a 6' high screening fence along the Bradford Park boundary.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Preliminary Plat Application # S-24-07 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-24-07 is hereby:

____ approved upon acceptance and conformity with the following conditions:

- 1. That the preliminary plat is conditioned on the staff approval of the construction documents meeting all UDO requirements and conditions of zoning approval.
- 2. Enhance the landscaping at the development entrances onto Buffalo Road.
- 3. Dedicate 58.97 acres for parkland with final plat.
- 4. Provide aeration of the wet (stormwater) ponds to assist with mosquito control.
- 5. Loop the watermains with the Bradford Park neighborhood (upside to an 8" line if feasible)
- 6. Provide a fire hydrant beyond the cul-de-sac on the greenway for fire protection.
- 7. Include architectural standards as presented with conditional zoning into the homeowner's association (HOA) declarations.
- 8. Submit homeowner's association (HOA) declarations for the Town Attorney's review.
- 9. Incorporate the architectural standards into the HOA declarations.
- 10. Provide decorative street lighting and street signs throughout the development.
- 11. Provide a 6' high screening fence along the Bradford Park boundary.
 - ____ denied for the noted reasons.

Decision made this 4th day of February 2025 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Town of Smithfield

Planning Department

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

Preliminary Subdivision Application General Information				
Development Name Buffalo Road Subdiv	vision			
Proposed Use Single-family Residences				
Property Address(es) 1176 & 1200 Buffalo Road (Southeastern side of Buffalo Road SR 1003)				
Johnston County Property Identification Nu	mber(s) and Tax ID Nu	mber (s) for each parce	to which these guidelines will apply:	
PIN#260-412-06-3802		TAX ID# 14A033005		
Project type? 🔳 Single Family 🗌 To	wnhouse 🗌 Multi-Fa	amily 🗌 Non-Residen	tial 🗌 Planned Unit Development (PUD)	
	OWNER/DEVELOP	PER INFORMATION		
Company Name Vesta Enterprises, In	IC.	Owner/Developer Na	me Sagan Lampe	
Address PO Box 1457, Smithfield, N	NC 27577			
Phone 919-631-9524	Emailsagan@vest	taenterprises.com	Fax N/A	
CON	NSULTANT/CONTAG	CT PERSON FOR PL	ANS	
Company Name Becker Morgan Group, Inc. Contact Name Eva King / Amy Stancil				
Address 314 East Main Street, Clay				
Phone 919-243-1332		mail eking@beckermorgan.com/ astancil@beckermorgan.com Fax N/A		
DEVELOPMENT TY	PE AND SITE DATE	TABLE (Applicable	to all developments)	
	ZONING INF	ORMATION		
Zoning District(s) R-8 CZ				
If more than one district, provide the acreag	ge of each:			
Overlay District? 🗌 Yes 🔳 No				
Inside City Limits? 🔳 Yes 🗌 No				
FOR OFFICE USE ONLY				
File Number:Date S	ubmitted:	Date Received:	Amount Paid:	

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;

b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);

c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;

d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;

e) A statement showing the proposed density of the project with the method of calculating said density shown;

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

g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);

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

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

j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;

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

	ER INFORMATION
+0.59 acres/	
Existing Impervious Surface 10.00 acres/ ±25.674 sf acres/sf 22.78 acres/	Flood Hazard Area
Proposed Impervious Surface 22.10 acres/ acres/sf 992.198 sf	Neuse River Buffer Yes No
Watershed protection Area Yes	Wetlands Yes No
f in a Flood Hazard Area, provide the FEMA Map Panel # and Bas	se Flood Elevation
NUMBER OF L	OTS AND DENSITY
Total # of Single Family Lots 170 lots	Overall Unit(s)/Acre Densities Per Zoning Districts 1.23 units/acr
Total # of Townhouse Lots N/A	Acreage in active open space ±2.05 acres
Total # of All Lots 170 Lots	Acreage in passive open space ±101.59 acres
SIGNATURE BLOCK (App	licable to all developments)
hereby designatet respond to administrative comments, to resubmit plans on my b application. /we have read, acknowledge, and affirm that this project is conf proposed development use.	
O O President, Vesta Enterprises, Inc.	Date
O () President, Vesta Enterprises, Inc.	
O () President, Vesta Enterbrises, Inc.	Date
O President, Vesta Enterprises, Inc. Signature	
Signature REVIE Major Subdivision (Submit 7 paper copies & 1 Digital cop FOR OF	Date

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.

nformation	Preliminary Plat
'icinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, ubdivision, roads, and waterways (to include streets and lots of adjacent developed or latted properties). Also include corporate limits, Town boundaries, county lines if on or near ubdivision tract.	×
oundaries of tract and portion to be subdivided, including total acreage to be subdivided, istinctly and accurately represented with all bearings and distances shown.	✓ x
roposed street layout and right-of-way width, lot layout and size of each lot. Number lots onsecutively throughoutthe subdivision.	√x
lame of proposed subdivision.	/ x
tatement from the Johnston County Health Department that a copy of the sketch plan has een submitted to them, if septic tanks or other onsite water or wastewater systems are to be sed in the subdivision, AND/OR statement from the County Public Utilities that application has een made for public water and/or sewer permits.	X
iraphic scale.	x
lorth arrow and orientation.	×
oncurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall ubmit copies of the Preliminary Plat and any accompanying material to any other applicable gencies concerned with new development, including, but not limited to: District Highway ingineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural desources and Community Development, for review and recommendation.	✓ X
ist the proposed construction sequence.	x
torm water plan – see Article 10, Part VI.	Уx
how existing contour lines with no larger than five-foot contour intervals.	×
lew contour lines resulting from earth movement (shown as solid lines) with no larger than ve-foot contour intervals (existing lines should be shown as dotted lines).	Jx
urvey plat, date(s) survey was conducted and plat prepared, the name, address, phone umber, registration number and seal of the Registered Land Surveyor.	✓ X
	×
lames, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, andscape architects and professional engineers responsible for the subdivision (include egistration numbers and seals, where applicable).	

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).	N/n x
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediatelyadjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affectingthesite.	×
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.	1×
Show the minimum building setback lines for each lot.	<i>√</i> ×
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	×
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	✓ x
Show pump station detail including any tower, if applicable.	NA 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.	R
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.	×
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).	1 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.	٠x
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.	• X
(1) Evidence that the subdivider has applied for such approval.(2) Evidence that the subdivider has obtained such approval.	XX
The location and dimensions of all:	
Utility and other easements.	×
Pedestrian and bicycle paths.	√x
Areas to be dedicated to or reserved for public use.	×
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.	
Gas lines.	x
Telephone lines.	x
Electric lines.	x
Plans for individual water supply and sewage disposal systems, if any.	NIA ×
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	✓ X
Linear feet in streets and acreage.	×
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	Preliminal Y 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.	· × VIORKING ON
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

See attached.

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; See attached.
- 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.

See attached.

See attached.

BUFFALO ROAD SUBDIVISION

PROJECT NARRATIVE

The plan for the Buffalo Road Subdivision promotes a neighborhood form established by a relaxed grid defined largely by the existing wetlands and road connection. This pattern establishes a hierarchy of neighborhood streets and sidewalks which support a pedestrian friendly environment adapted to the landform. This is a +/- 138.63 acre parcel consisting of +/- 170 single family lots.

Throughout the development are large open space areas incorporating active areas such as pavilion shelter with a fireplace, bocce ball courts, a dog park, open play areas, and extensive walking trails with a connection to the Town of Smithfield's Greenway Trail.

Contacts

Engineering Firm: Adams & Hodge Engineering, A Division of Beck Morgan Group

Address:	314 E Main Street
	Clayton, NC 27520
Phone Number:	919-243-1332
Email address:	eking@beckermorgan.com and astancil@beckermorgan.com
Owner:	Guy & Ross Lampe
Address:	PO Box 608
	Smithfield, NC 27577
Phone Number:	Sagan Lampe 919-631-9524
Email address:	sagan@vestaenterprises.com
Surveyor:	Stokes Surveying & Mapping, PLLC
Address:	1425-105 B Rock Quarry Road
	Raleigh, NC 27610
Phone Number:	Mike Stokes, 919-971-7897
Email address:	mike@stokes-surveying.com

Site Data

NC Pin: 260412-06-3802 Tax ID: 14A03005 Parcel Size: 138.63 acres/6,038,914 sf Parcel Zoning: R-8 CZ

General Information

Name: Buffalo Road Subdivision Proposed Lots: 170 Lots (Single-Family) Proposed Impervious Area of Total Site: 22.78 acres/ 992,198 sf/16% Proposed Open Space: 103.64 acres/4,514,410 sf Proposed Rights of Way Dedication: 10.30 acres/448,726 sf Proposed Density: 170 lots/138.63 acres = ± 1.23 units/acre

Proposed Infrastructure

No phasing is proposed at this time.

Proposed Roadways: There will be a required widening on Buffalo Road per NCDOT and Town of Smithfield. There will be two (2) main entrances off Buffalo Road, (2) stub outs to adjacent properties, as well as a 20' fire and emergency access road connection to Bradford Park subdivision (Parkway Drive).

The proposed Typical Collector Street has 60' Proposed Public Right of Way, 31' back of curb to back of curb, and sidewalks on both sides of all collector streets.

The proposed Typical Residential Street has 60' Proposed Public Right of Way, 27' back of curb to back of curb, and 5' sidewalks on both sides of all residential streets.

The proposed pedestrian system will include approximately 15,058 linear feet of sidewalks, including the proposed sidewalk adjacent to Buffalo Road, and 3,376 linear feet of walking trails. The walking trails are to be 10' wide with connections to the Town of Smithfield Greenway Trail.

Parking: Per the Town's UDO, the required parking for a single-family residential subdivision is 2 spaces per dwelling. 170 dwellings require 340 parking spaces. There are 605 proposed parking spaces within this subdivision, which is 265 spaces more than required per Town's ordinance. Each dwelling will have a minimum of a 1 car garage with a 2-car parking pad, providing at least 3 spaces per dwelling. There is overflow parking of +/- 86 spaces located and scattered along most of the subdivision streets and within the CBU parking area off street 'B'.

Mail Kiosks: The mail kiosks are located close to the most northern entrance on Buffalo Road, adjacent to a proposed parking area with at least one ADA space. The parking lot will also accommodate parking for use of active open space areas.

Public Sewer: The estimated wastewater flow is 61,200 gallons per day. There are +/- 7,171 linear feet of proposed sewer main extensions, connecting to the Town's existing sewer system that is located on site, adjacent to the Town of Smithfield's greenway trail to the east of the proposed project. Prior to construction, the system shall be approved by the Town's Engineering Department in accordance with the general guidelines and regulations of the Town and permitted by the State.

Public Water: Public water is available via an existing 12" water main along Buffalo Road. There are +/-7,665 linear feet of proposed waterline. Connections to the existing 12" main shall be made and extended throughout the development. The level of inner connectivity shall provide for adequate domestic water as well as appropriate fire protection flow. Prior to construction, the system shall be approved by the Town's Engineering Department in accordance with the general guidelines and regulations of the Town and permitted by the State.

DESCRIPTION OF HOW CONFLICTS /CONCERNS WITH NEARBY LAND USES AND OR DISTURBANCES ARE BEING AVOIDED OR MITIGATED

There is a 10' Class 'A' landscape buffer proposed internally along the boundary of all adjacent properties. There is also passive open space along with the 10' Class 'A' landscape buffer behind the property owners in the Bradford Park subdivision, giving more separation from the lots within the proposed subdivision.

Appropriate additional survey and specific grading and stormwater plan design is provided to ensure that all stormwater will be directed downhill and away from that area and any other surrounding adjacent residences.

All potential conflicts with disturbances of wetlands, flood zones, and impacts to riparian buffers are being avoided altogether by not proposing any disturbances in those areas. There is one disturbance of a stream crossing which will be mitigated by receiving the appropriate permits.

There should not be any conflicts of use. The proposed use is single-family and most of the adjacent properties are single-family residential as well or vacant.

JUSTIFICATION THAT PROPOSAL WILL NOT PLACE BURDEN ON SURROUNDINGS

The distribution of traffic has been given much consideration when laying out the site's access point to serve the subdivision. There will be a required widening on Buffalo Road per NCDOT and Town of Smithfield. There will be two (2) main entrances off Buffalo Road, (2) stub outs to adjacent properties, as well as a 20' fire and emergency access road connection to Bradford Park subdivision (Parkway Drive). Care has been exercised in the subdivision to protect the environment by prudent use of buffers and landscaping. The public's safety and health have been addressed by providing public water and sewer that meet the Town and State requirements. The road system is designed to be safe for pedestrians and vehicles alike by providing adequate separation, traffic control and lighting, along with proposed stubs to the adjacent parcels on Streets 'D' and 'F' for future connections. Site grading and stormwater control measures will be designed to meet Town and State standards. Furthermore, the stormwater from the site will be properly directed downhill and away from the Bradford Park neighborhood. The public's health and welfare are further addressed by the proposed subdivision providing passive and active recreation opportunities offsite utilizing municipal recreation facilities via recreation assessment fees.

DESCRIPTION OF OPEN SPACE AREAS

+/- 104.37 acres of open space is proposed for this subdivision. Within the +/- of 104.37 acres, there will be +/- 2.05 acres of active open space including a bocce ball court, dog park, open play areas as well as extensive walking trails which will connect to the Town of Smithfield's Greenway trail. Maintenance of the open space areas will be the responsibility of the HOA.

DEVELOPMENT SCHEDULING

If the project is approved, the construction drawings will begin as soon as we have planning approval. After construction drawing approval and all other permits have been successfully acquired, the subdivision construction will begin immediately.

BUFFALO ROAD SUBDIVISION

FINDINGS OF FACT

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

The plan is consistent with the adopted plans and policies of the town and UDO regulations with deviations that were approved through Conditional Zoning (CZ-23-01 Buffalo Road Subdivision) which was granted July 9, 2024.

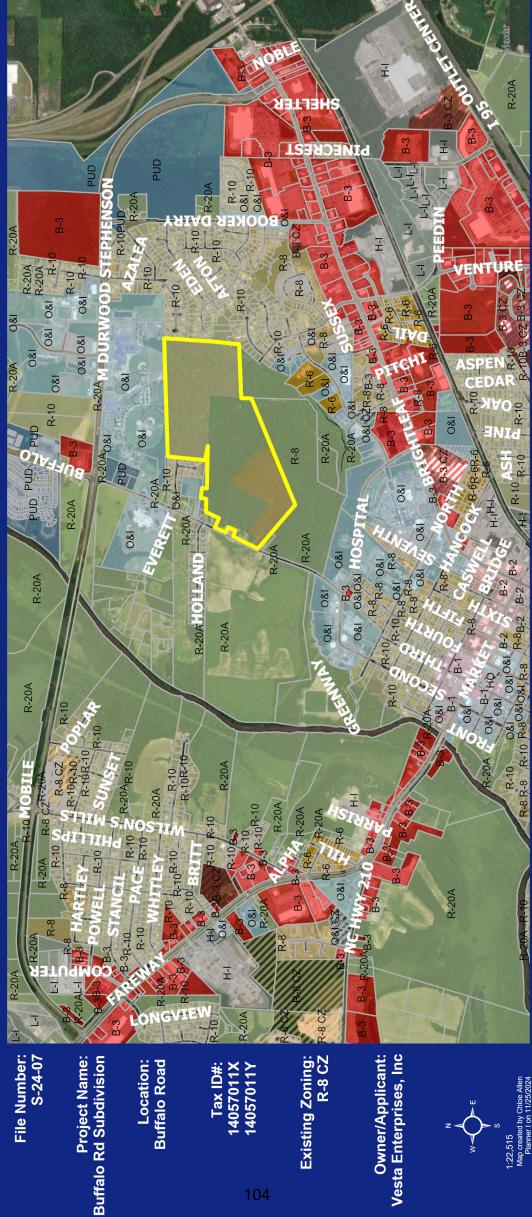
- 2) The plan complies with all applicable requirements of this ordinance; The plan complies with all applicable requirements of the UDO with deviations that were approved through Conditional Zoning procedures.
- 3) There exists adequate infrastructure (transportation and utilities) to support the plan as proposed;

There are adequate utilities for sewer by connecting to the Town's existing sewer system located on site and adjacent to the Town of Smithfield's greenway trail. Connections to the existing 12" water main along Buffalo Road shall be made and extended throughout the development. Also, connections to the Town's existing power lines shall be made and extended throughout the development for power.

There will be a required widening on Buffalo Road per NCDOT and Town of Smithfield. There will be two (2) main entrances off Buffalo Road, (2) stub outs to adjacent properties, as well as a 20' fire and emergency access road connection to Bradford Park subdivision (Parkway Drive).

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

The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses by directing the stormwater from the site, downhill and away from the adjacent properties. As noted above, numerous access points and stubs to adjacent properties provide additional connectivity options for future adjacent developments. The proposed use of single-family residences is similar to adjacent properties.



Buffalo Road Subdivision

File Number: S-24-07

Location: Buffalo Road

Tax ID#: 14057011X 14057011Y

Existing Zoning: R-8 CZ

Owner/Applicant: Vesta Enterprises, Inc

Map created by Chloe Allen Planner I on 11/25/2024 1:22,515 V V

PLAN

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PRELIMINARY

2021356.00-BUFFALO ROAD

314 EAST MAIN STREET CLAYTON, NC 27520 919-243-1332 RDUinfo@becker FIRM # C-4743

SUBDIVSION

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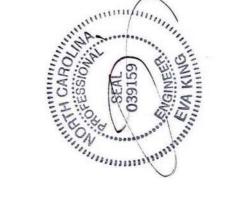
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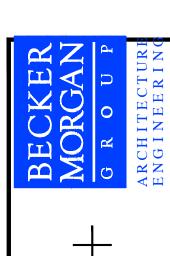
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OF BECKER MORGAN GROUP, INC

DIVISION

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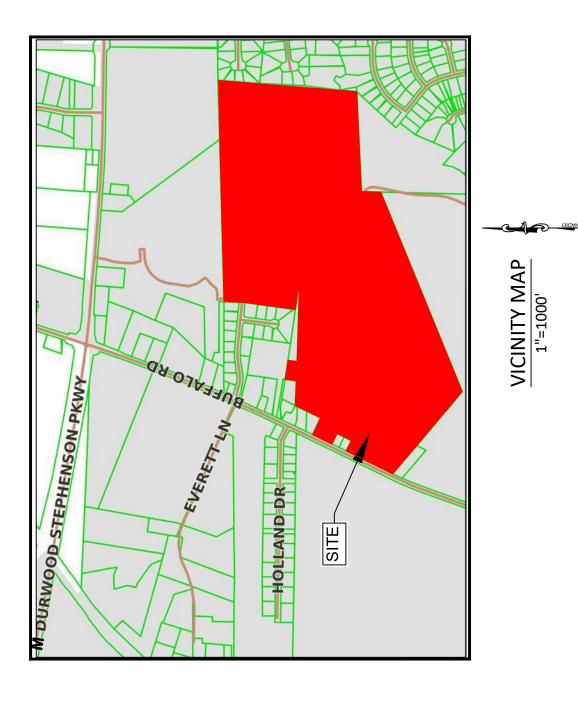
PRELIMINARY SUBDIVISION FOR

TOWN OF SMITHFIELD, JOHNSTON COUNTY, BUFFALO ROAD NORTH CAROLINA SUBDISION Ζ

SHEET INDEX

SHEET TITLE

SEALED ROUNDARY
EXISTING CONDITIONS
OVERALL SITE
MASTER SITE PLAN
PRELIMINARY PLAT
VEHICULAR & PEDESTRIAN ROUTING.
SIGNAGE PLAN
PRELIMINARY UTILITY PLAN.
PRELIMINARY EROSION CONTROL PLAN
PRELIMINARY GRADING & DRAINAGE PLAN
PLAN & PROFILE STREET 'A' STA 10+00 - 20+00
& PROFILE STREET 'A' STA 20+00 -
PLAN & PROFILE STREET 'A' STA 28+00 - 36+00
PLAN & PROFILE STREET 'A' STA 36+00 - END
PLAN & PROFILE STREET 'B' STA 10+00 - 19+00
PLAN & PROFILE STREET 'B' STA 19+00 - END
PLAN & PROFILE STREET 'C'
PLAN & PROFILE STREET 'D'
PLAN & PROFILE STREET 'E'
PLAN & PROFILE STREET 'F' STA 10+00 - 19+00
PLAN & PROFILE STREET 'F' STA 19+00 - END
PRELIMINARY LANDSCAPE & LIGHTING PLAN
PRELIMINARY LANDSCAPE DETAILS.
REGULATORY STANDARDS.
AMENITIES.



VESTA ENTERPRISES, INC PO BOX 1457 SMITHFIELD, NC 27577

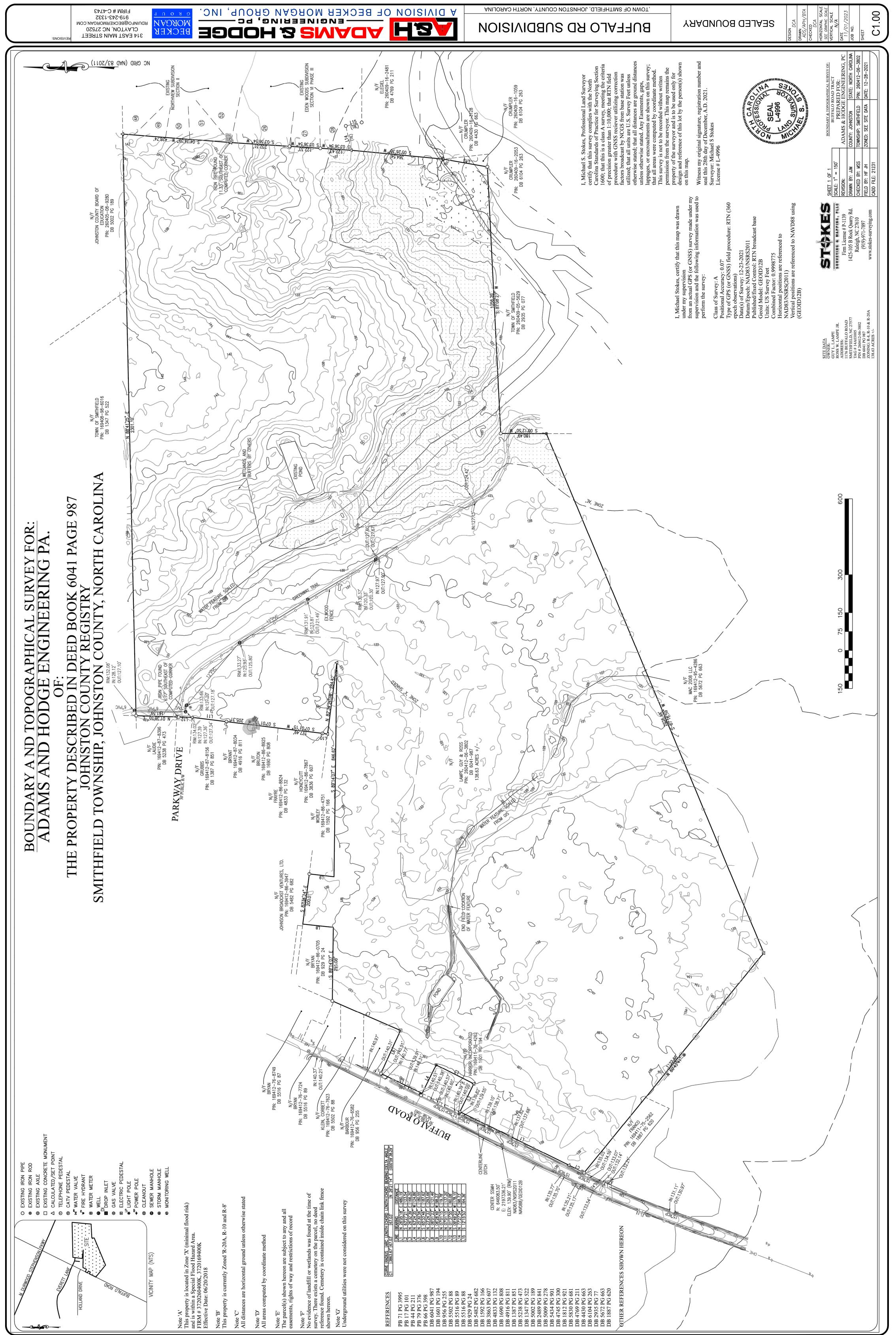
CONTACT: SAGAN LAMPE, PRESIDENT

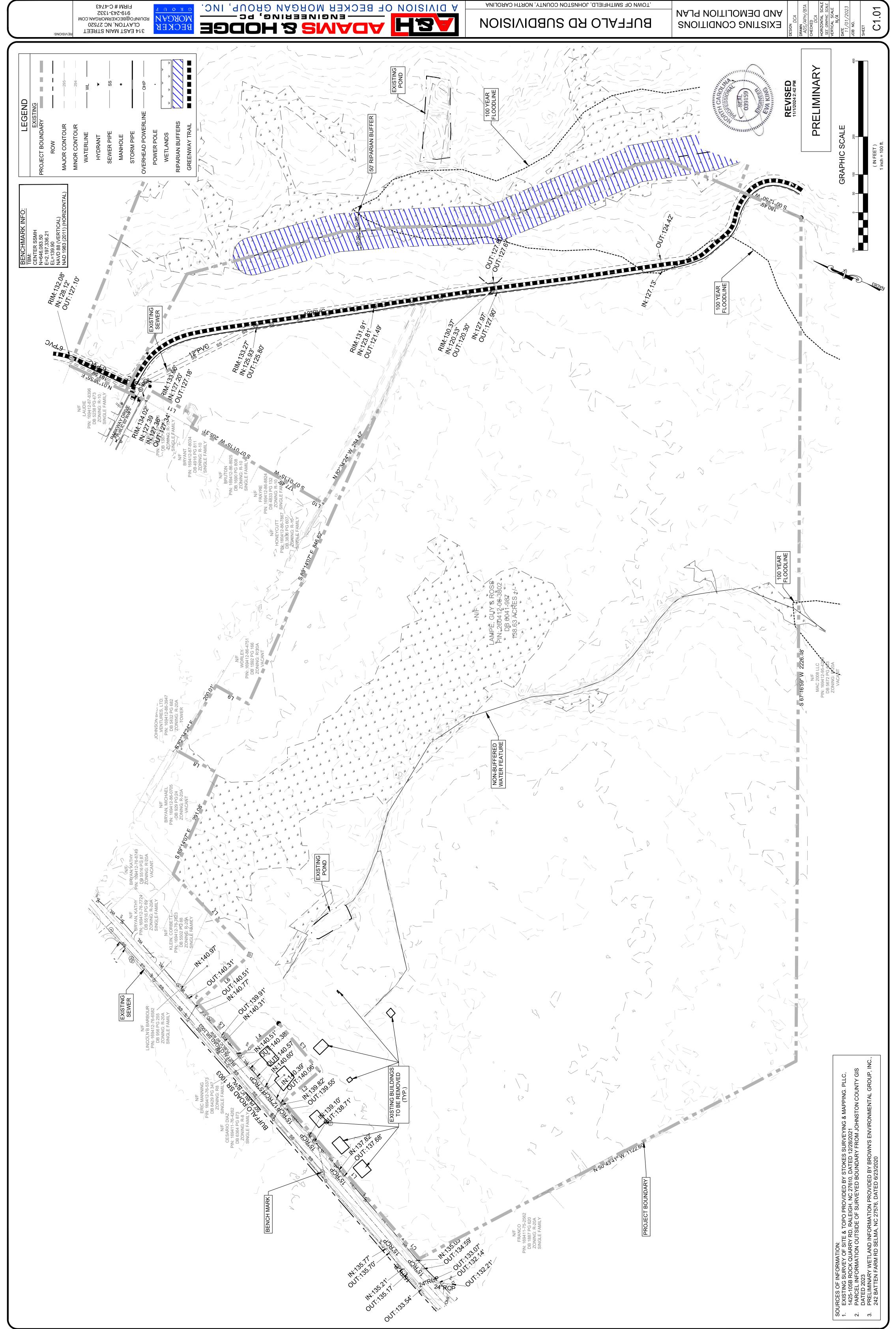
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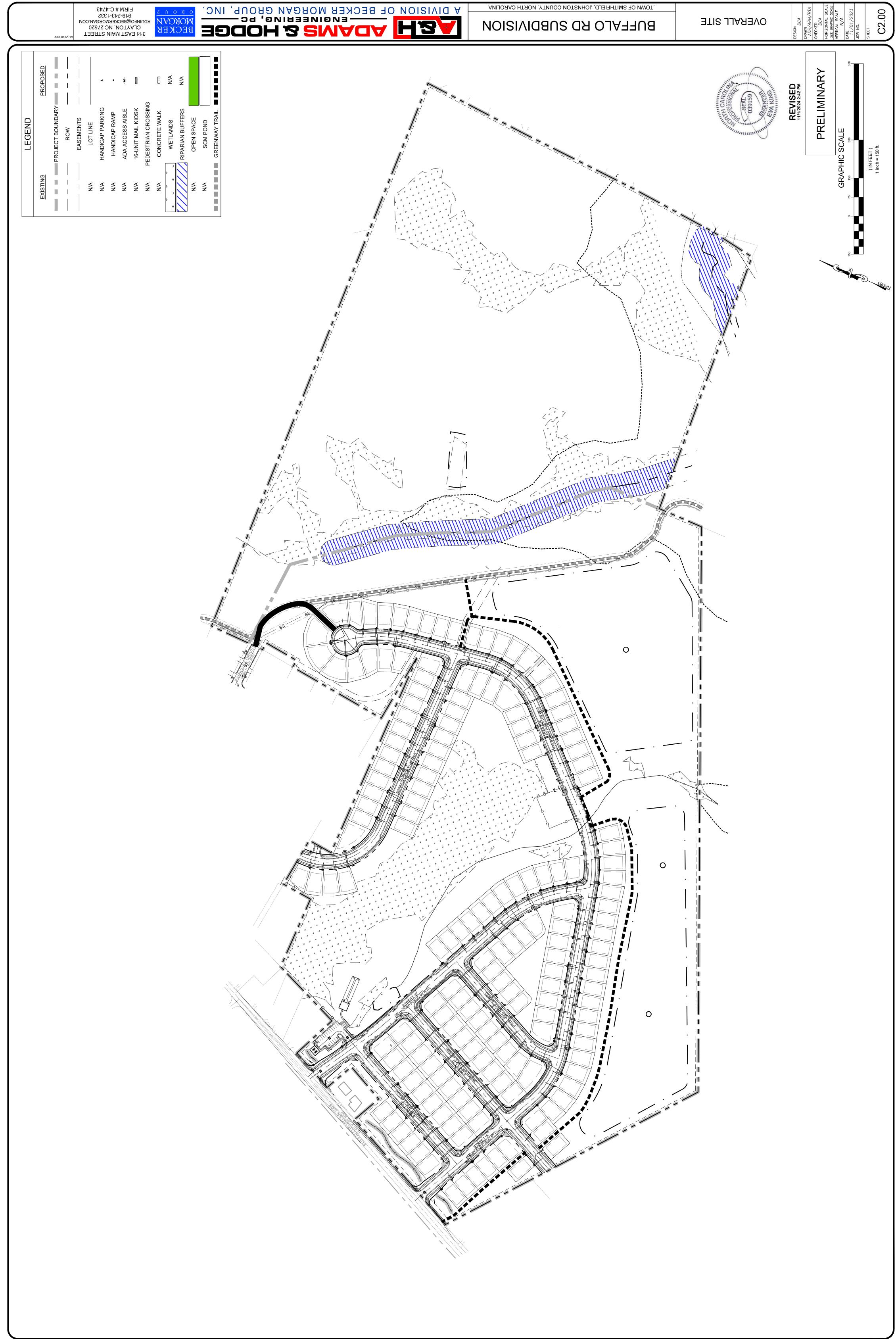
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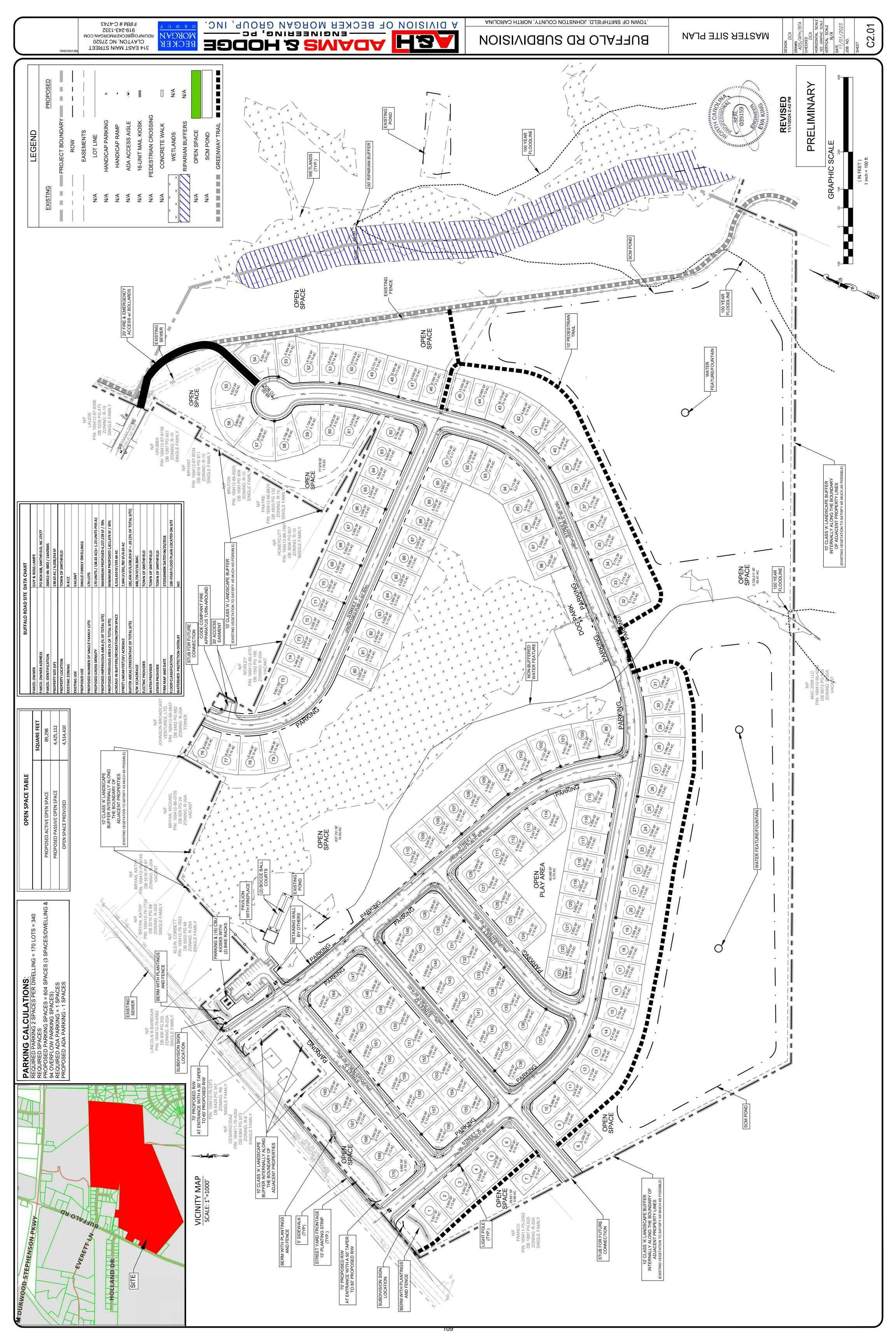
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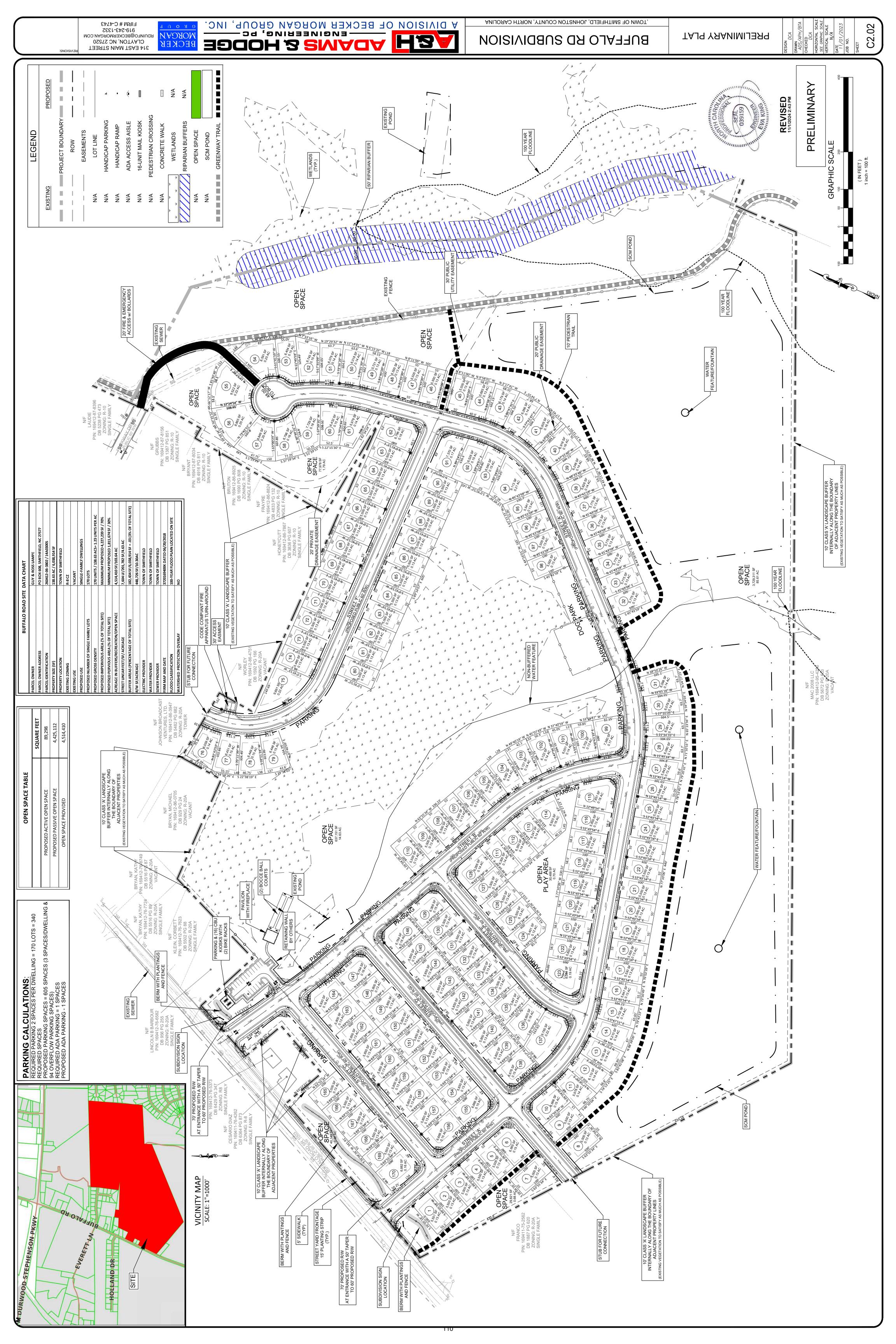
SOURCES OF INFORMATION:
 EXISTING SURVEY OF SITE & TOPO PROVIDED BY STOKES SURVEYING & MAPPING. PLLC, 1425-105B ROCK QUARRY RD, RALEIGH, NC 27610, DATED 12/28/2021
 PARCEL INFORMATION OUTSIDE OF SURVEYED BOUNDARY FROM JOHNSTON COUNTY GIS DATED 2023
 PRELIMINARY WETLAND INFORMATION PROVIDED BY BROWN'S ENVIRONMENTAL GROUP, INC., 242 BATTEN FARM RD SELMA, NC 27576, DATED 6/23/2020

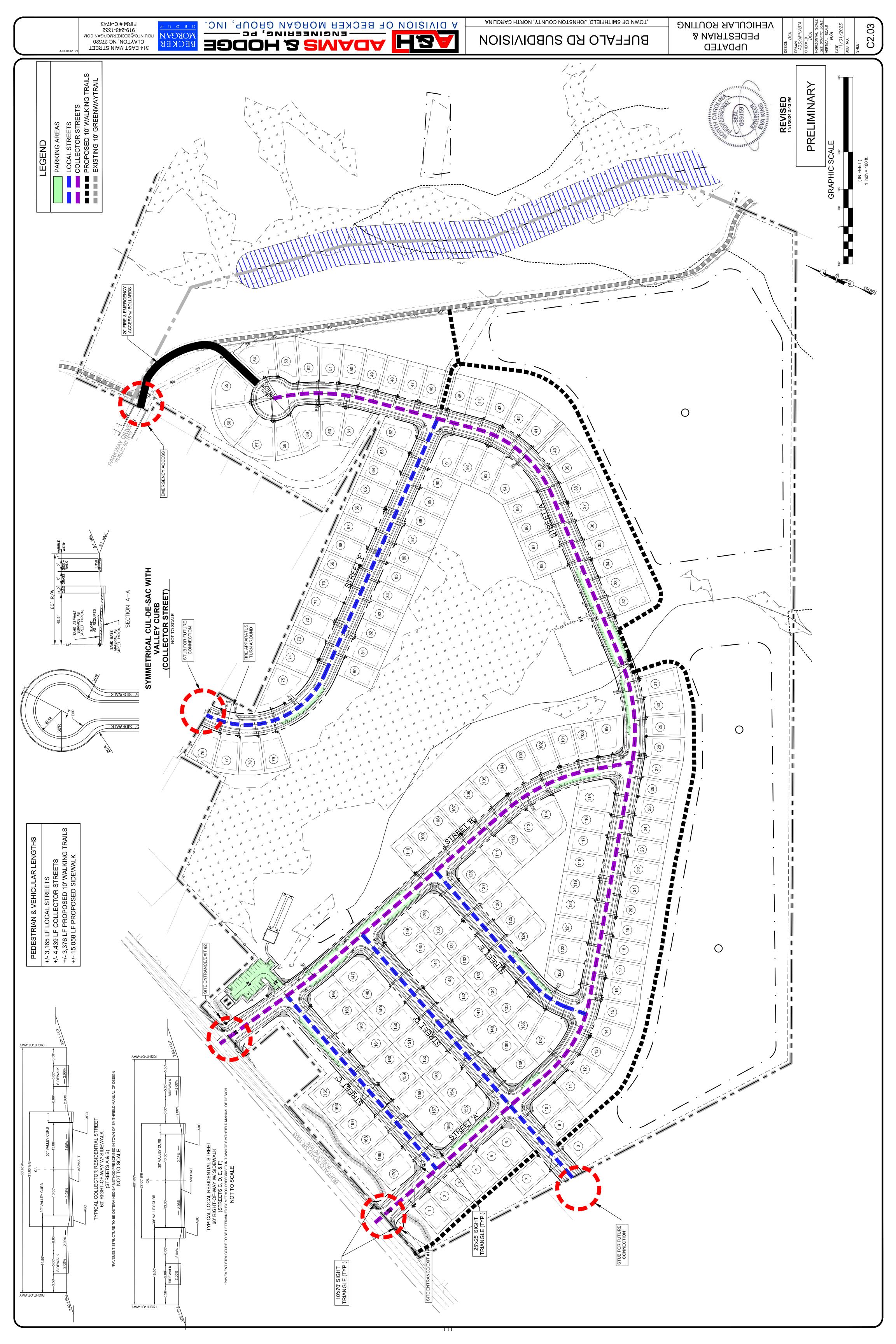


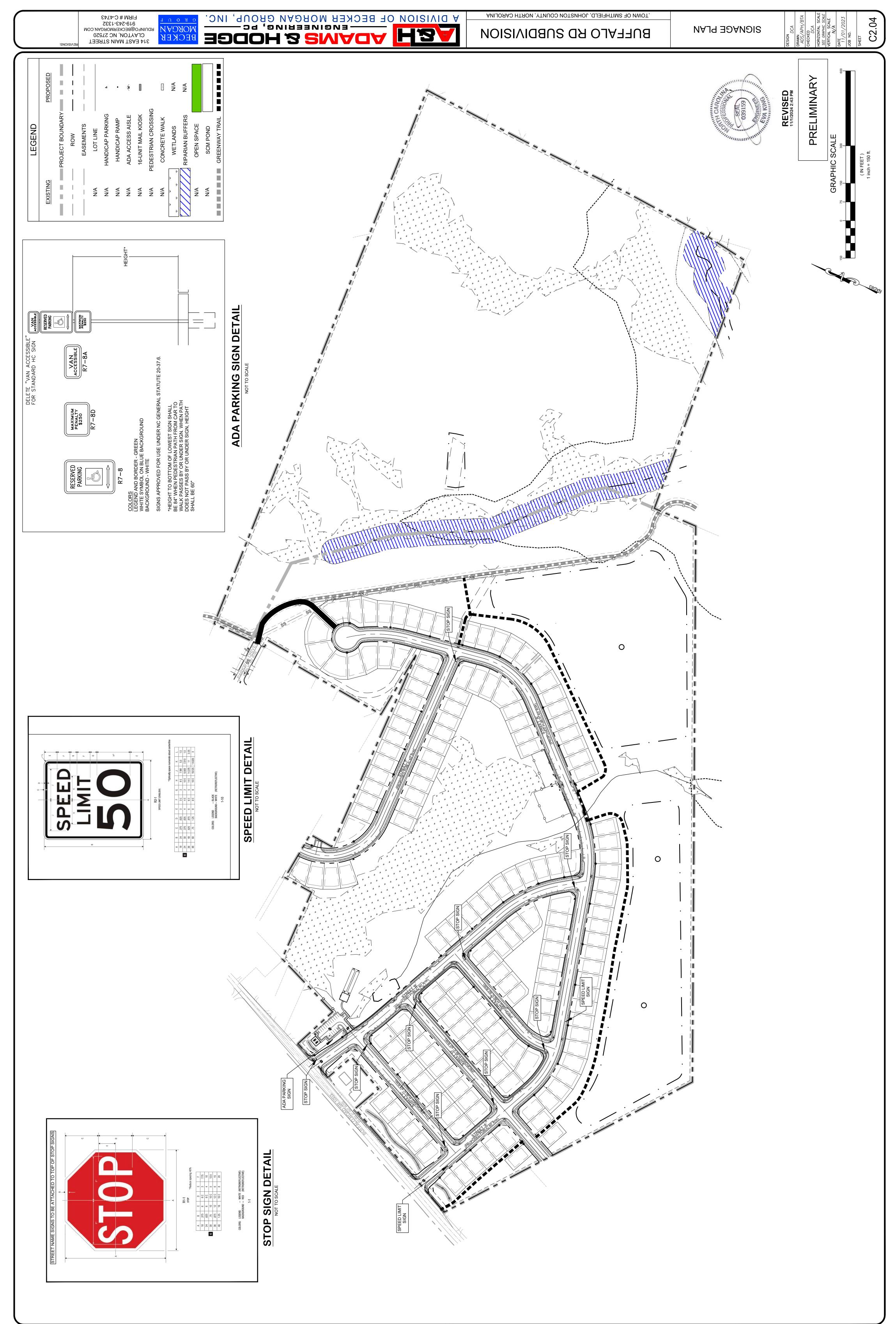


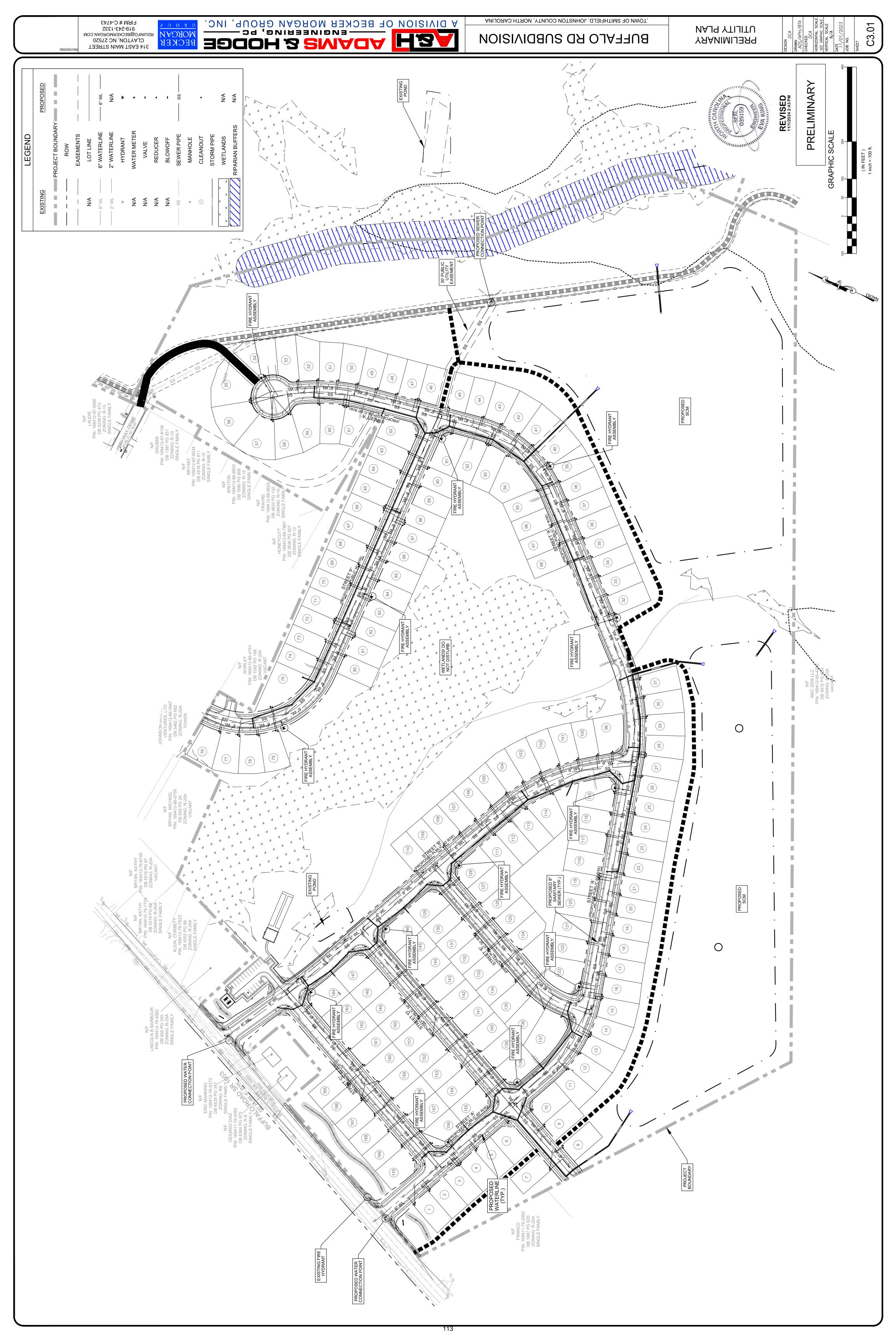


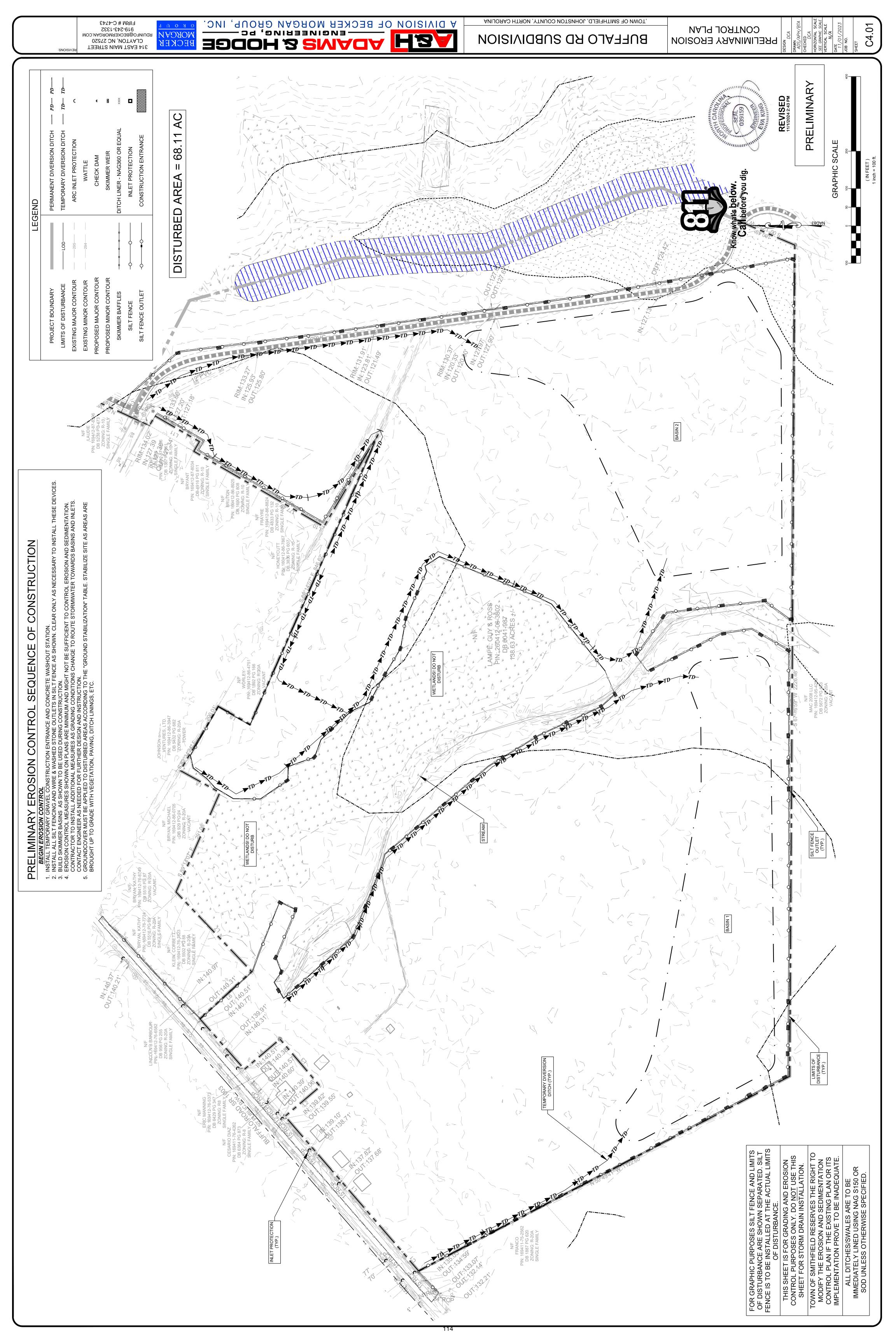


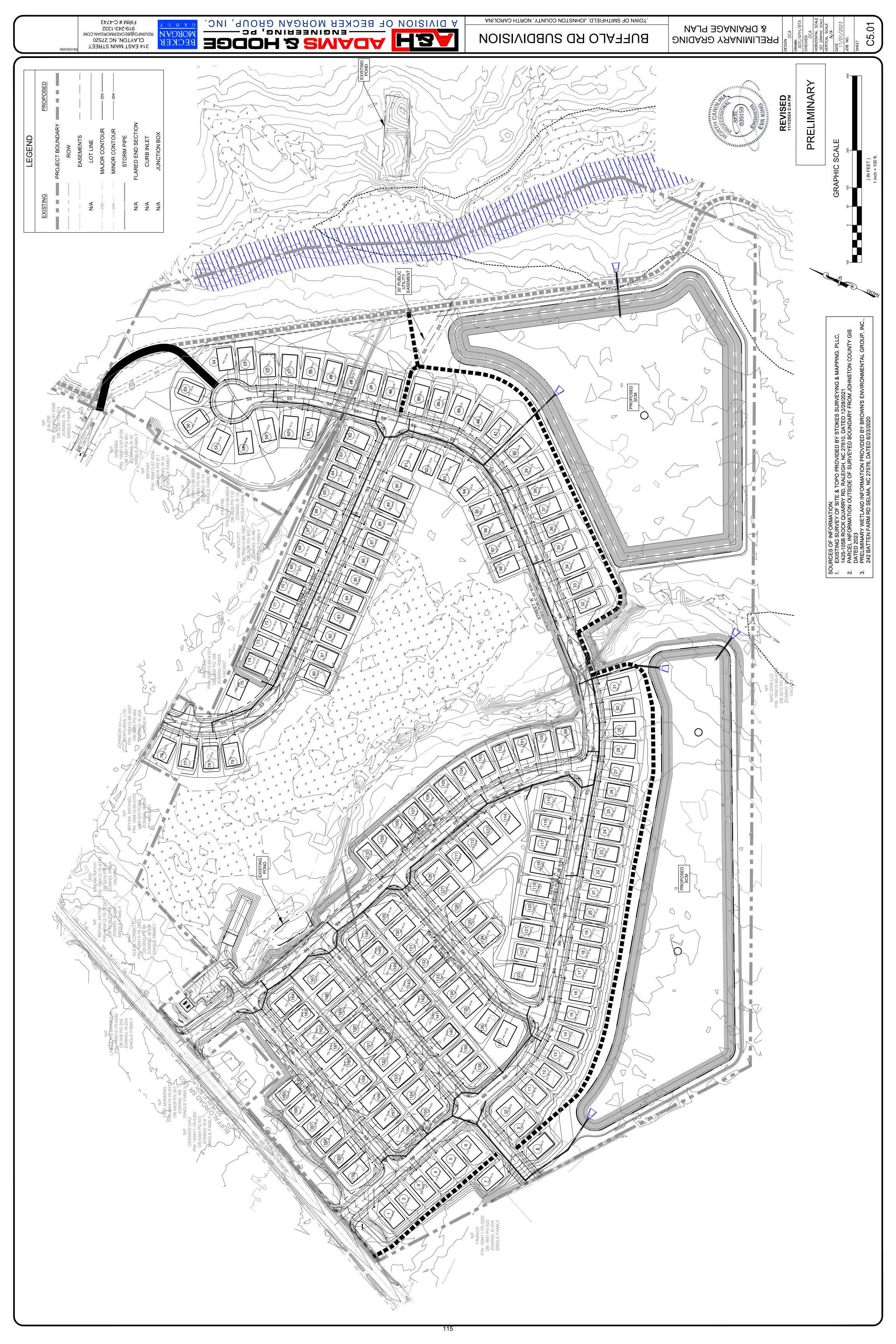




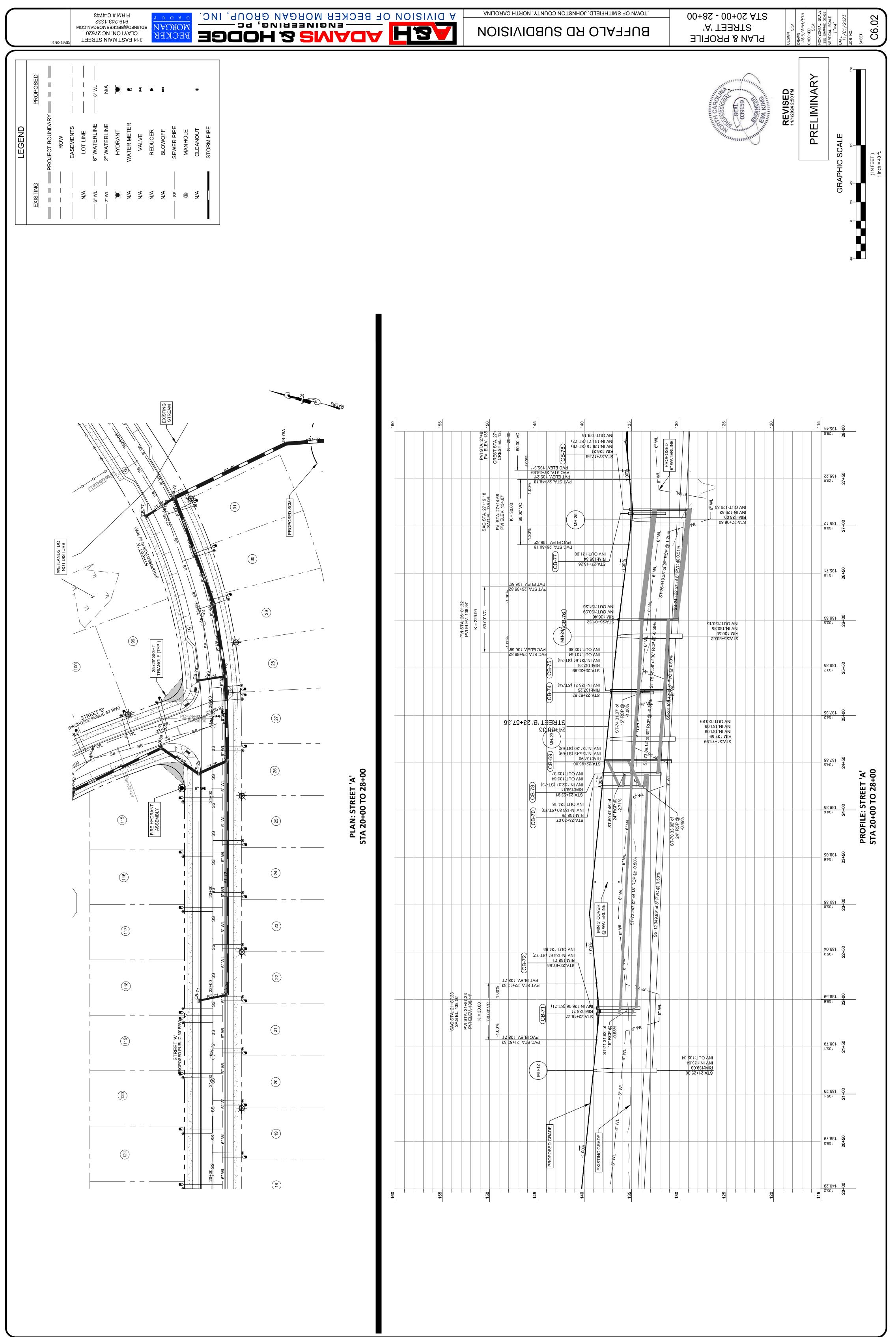


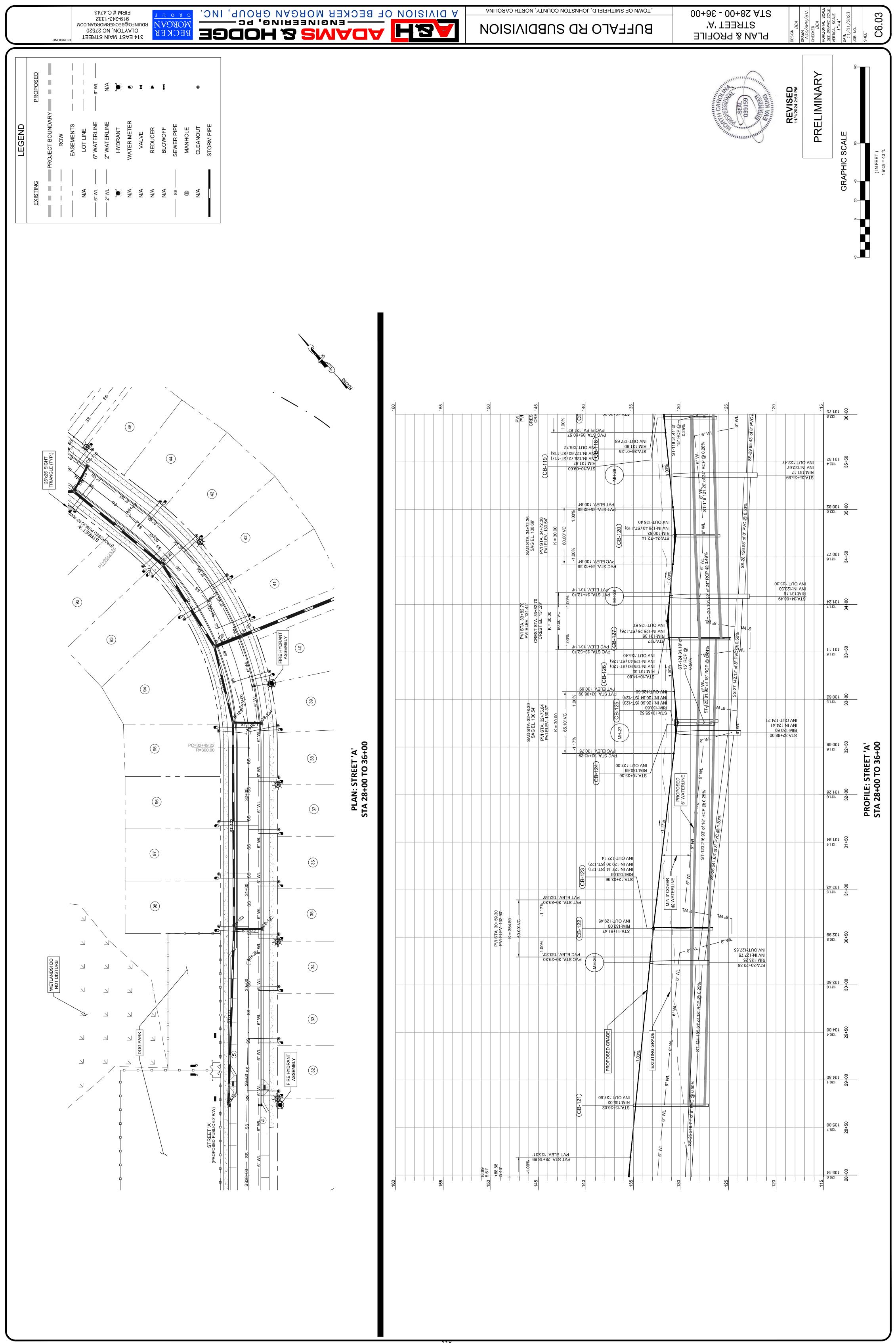


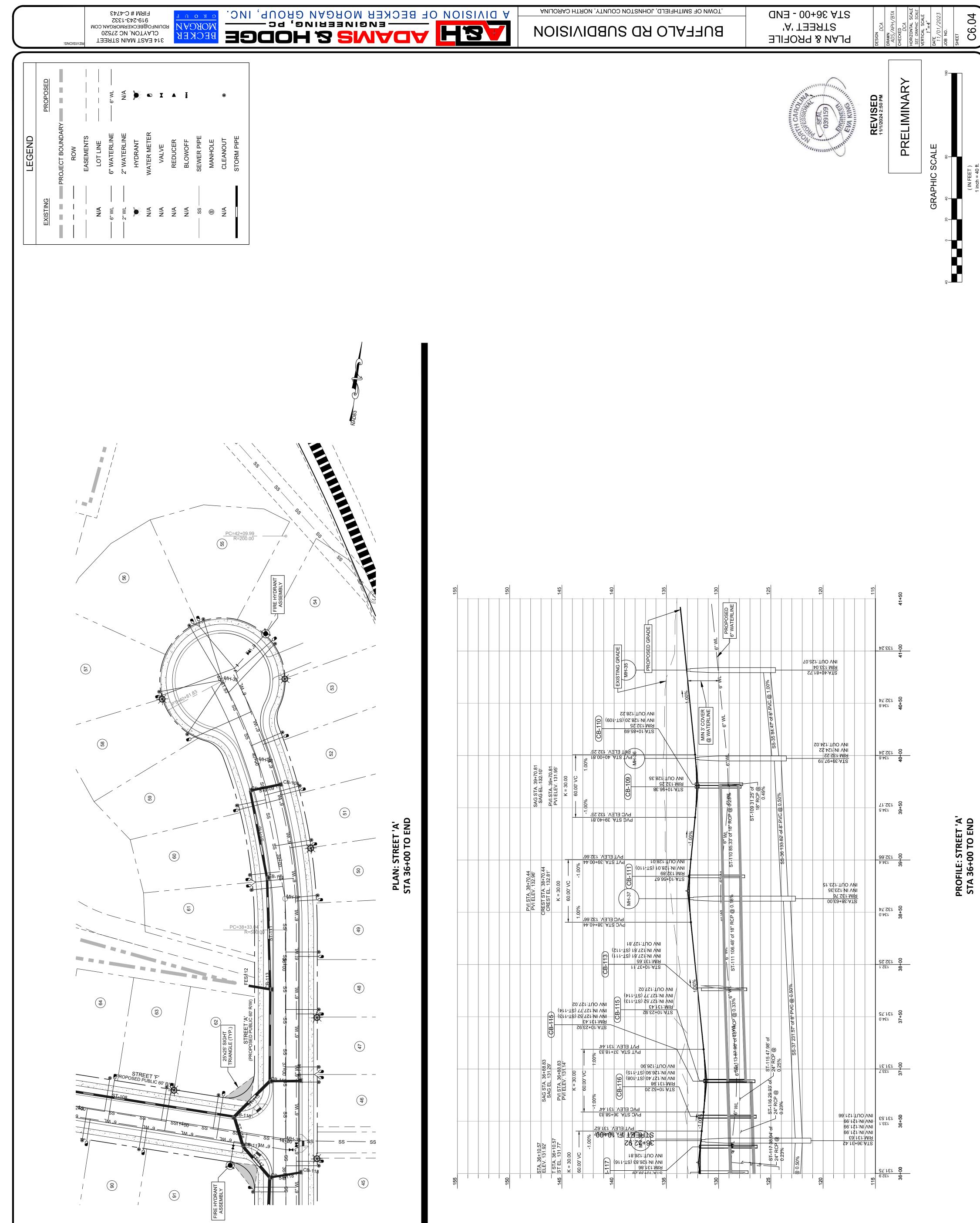


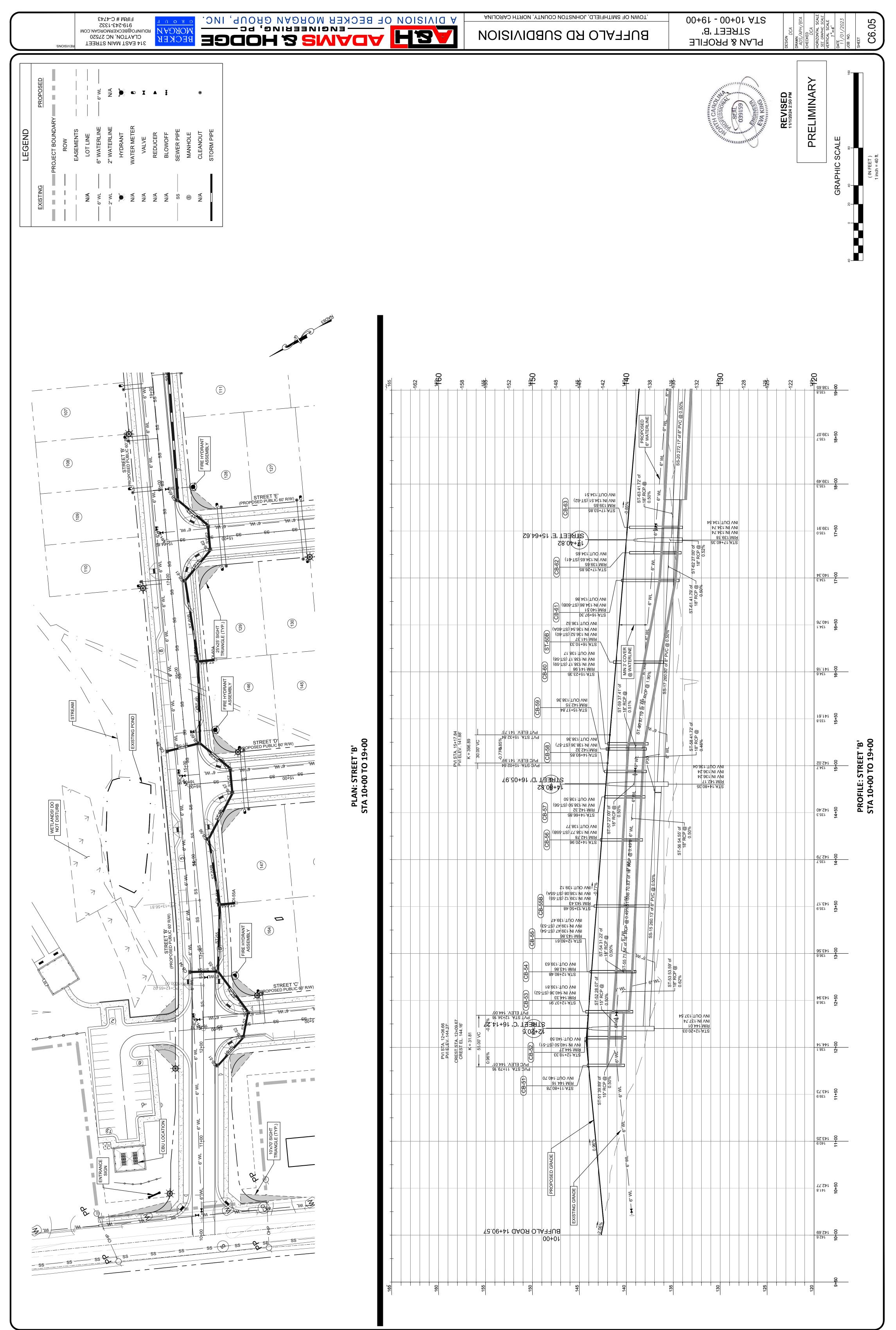




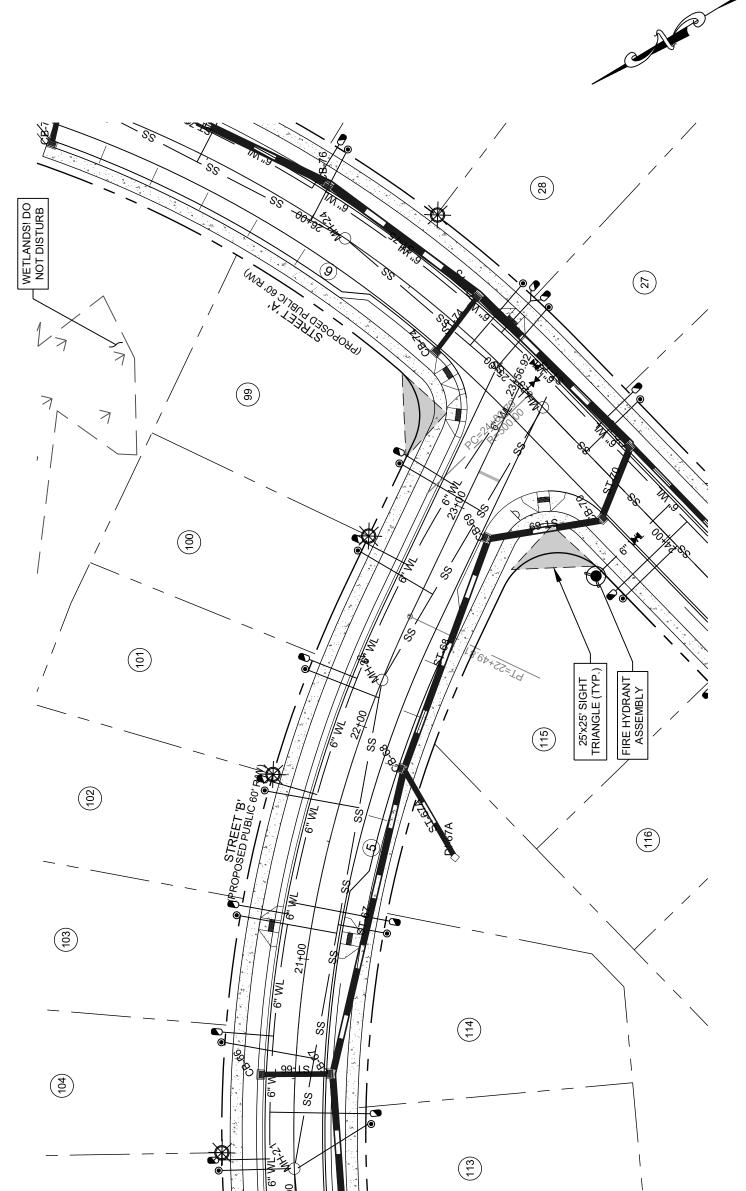




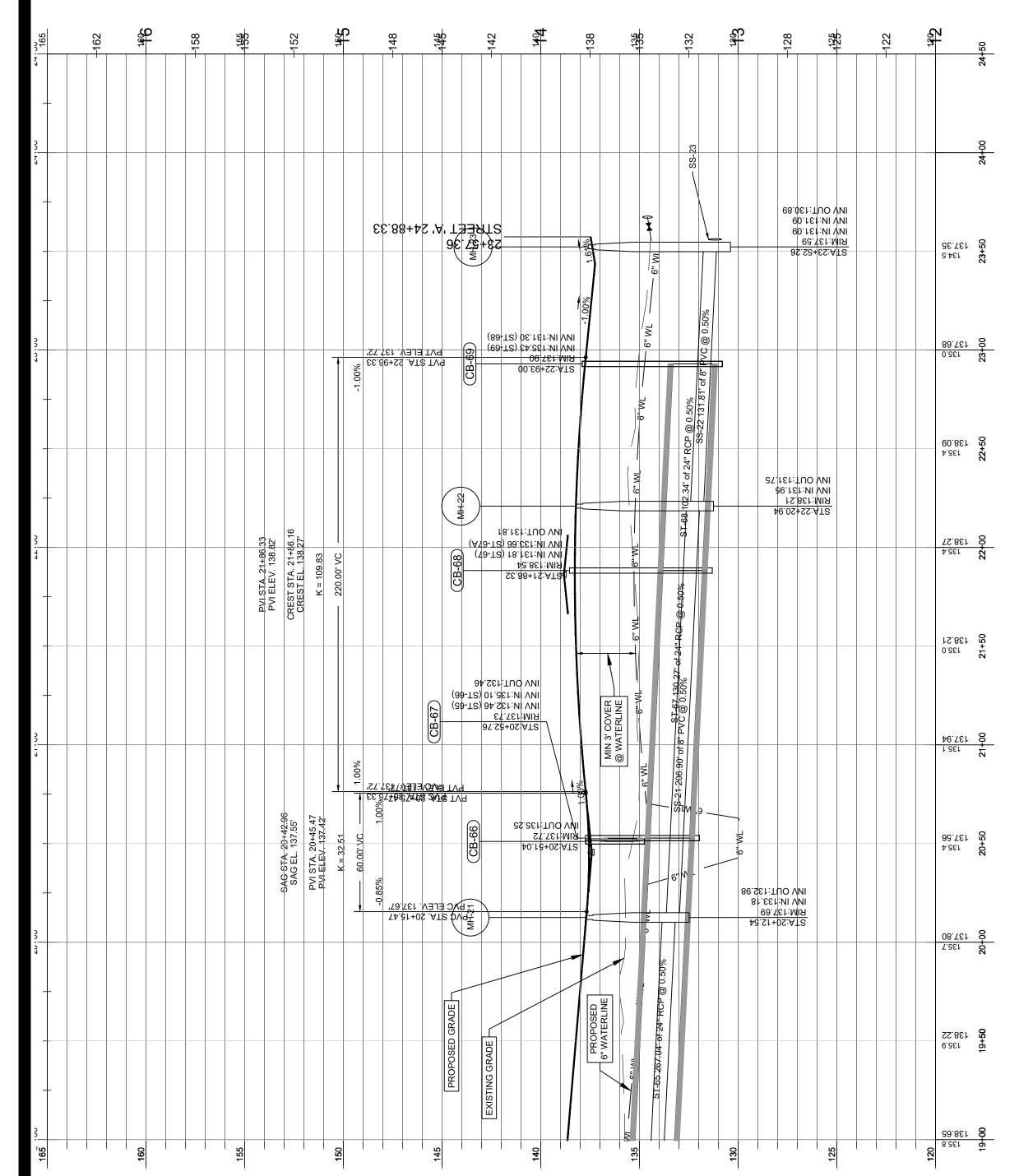




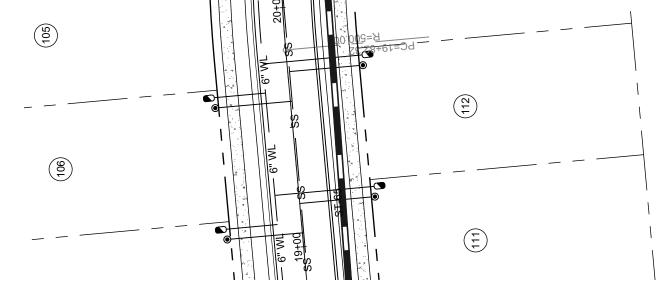
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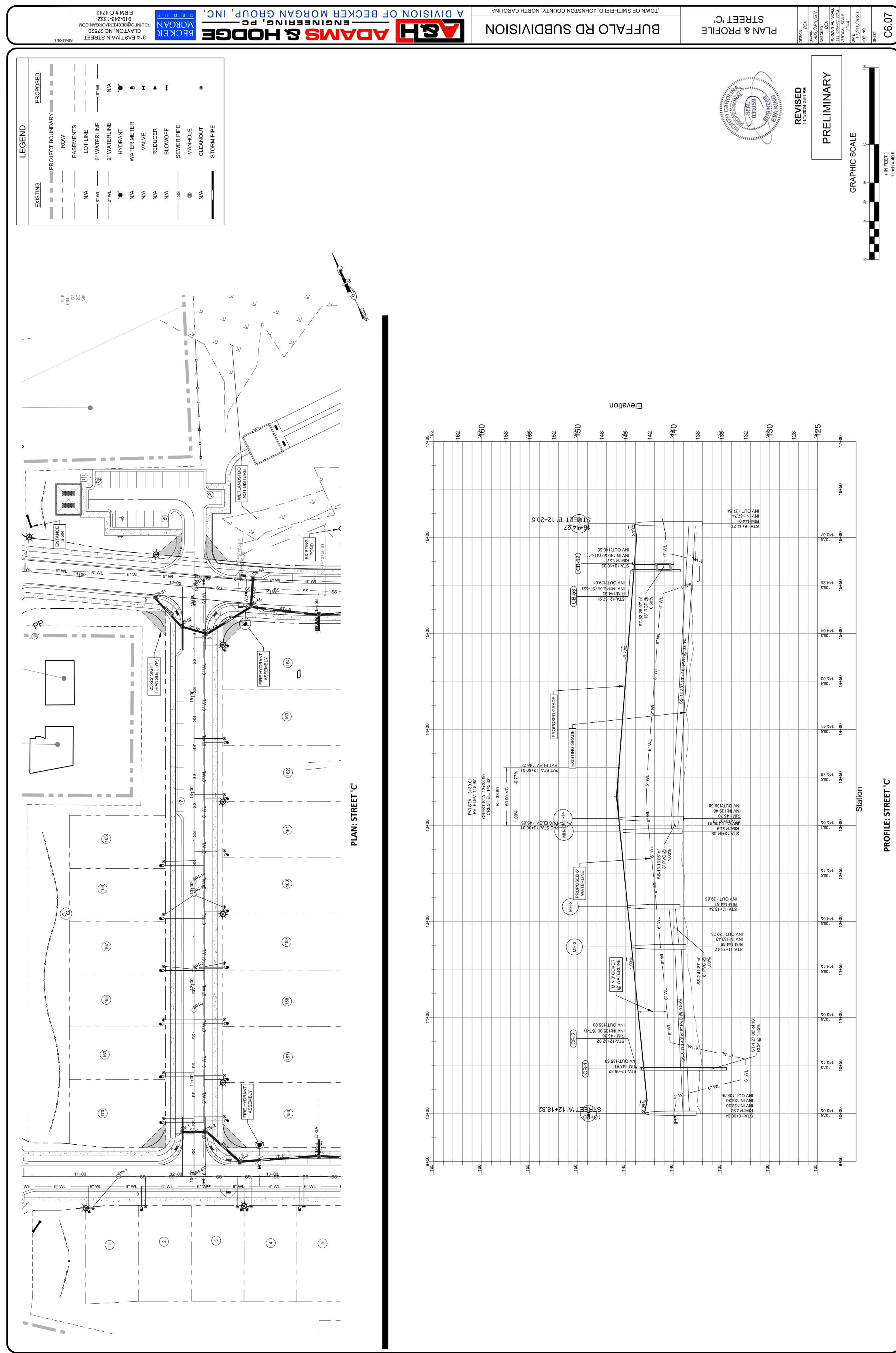


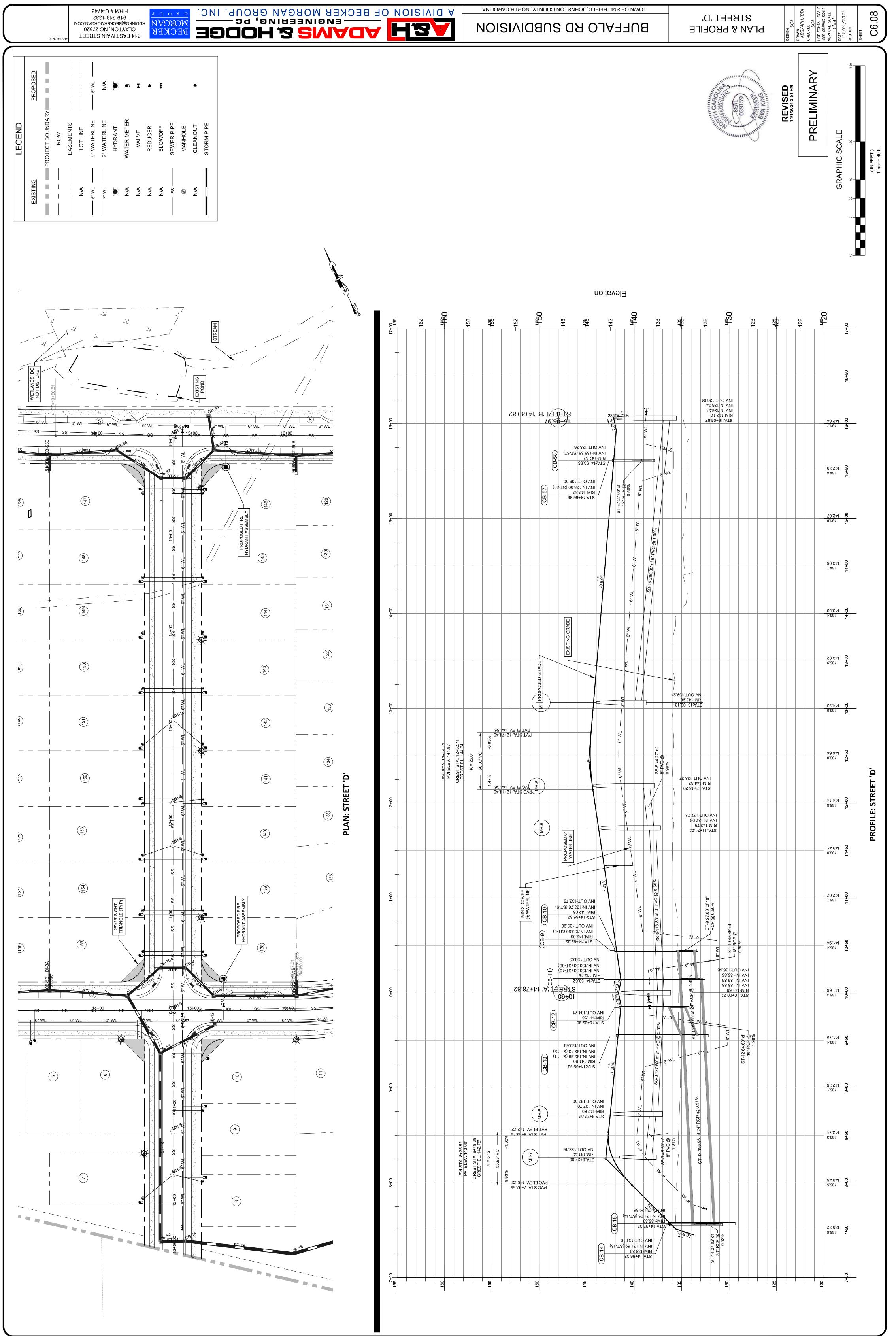


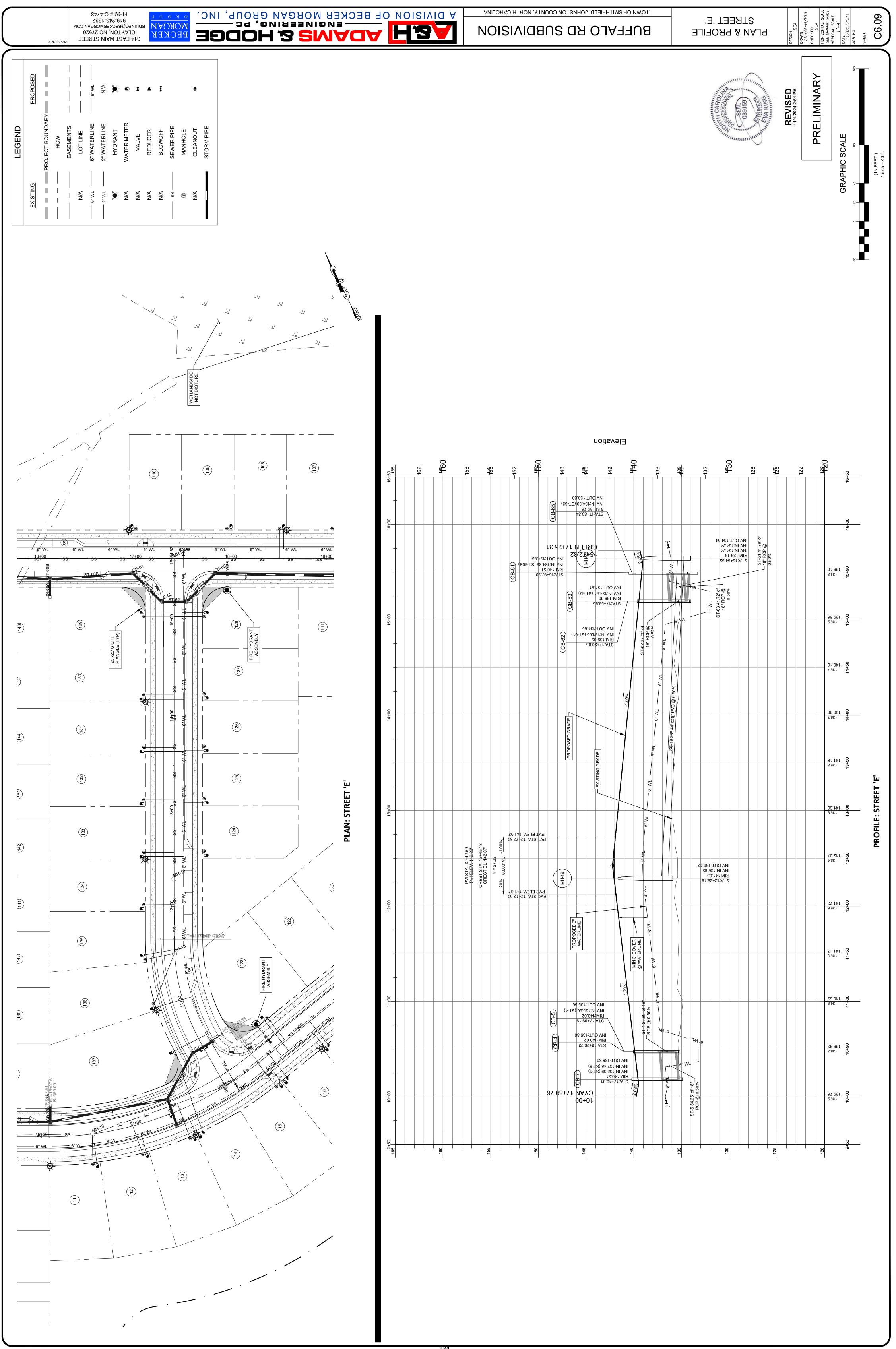


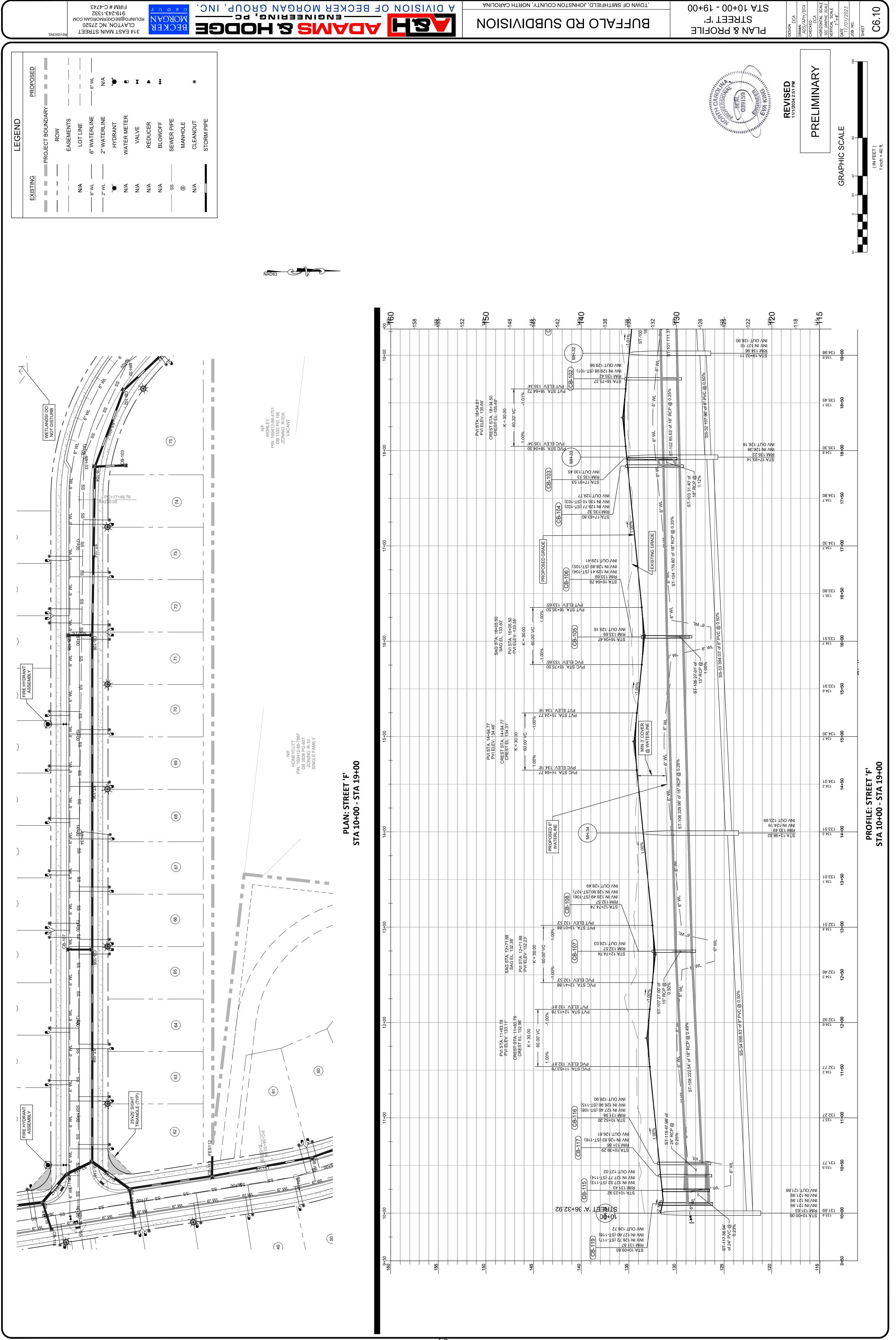
PROFILE: STREET 'B' STA 19+00 TO END



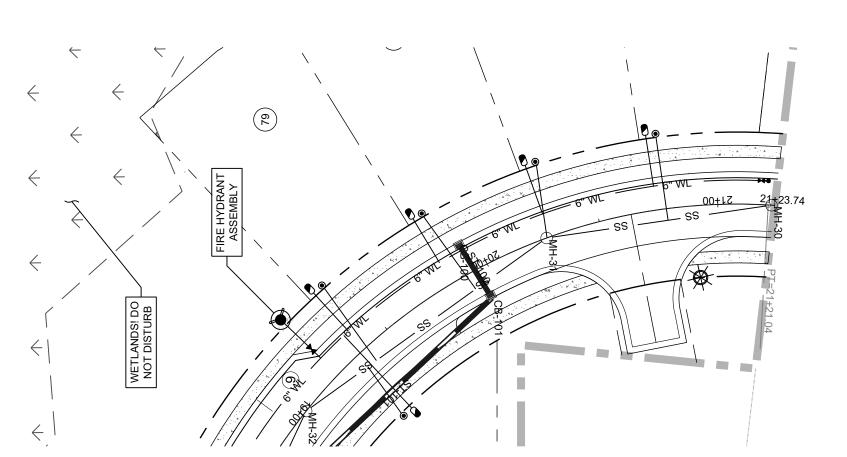


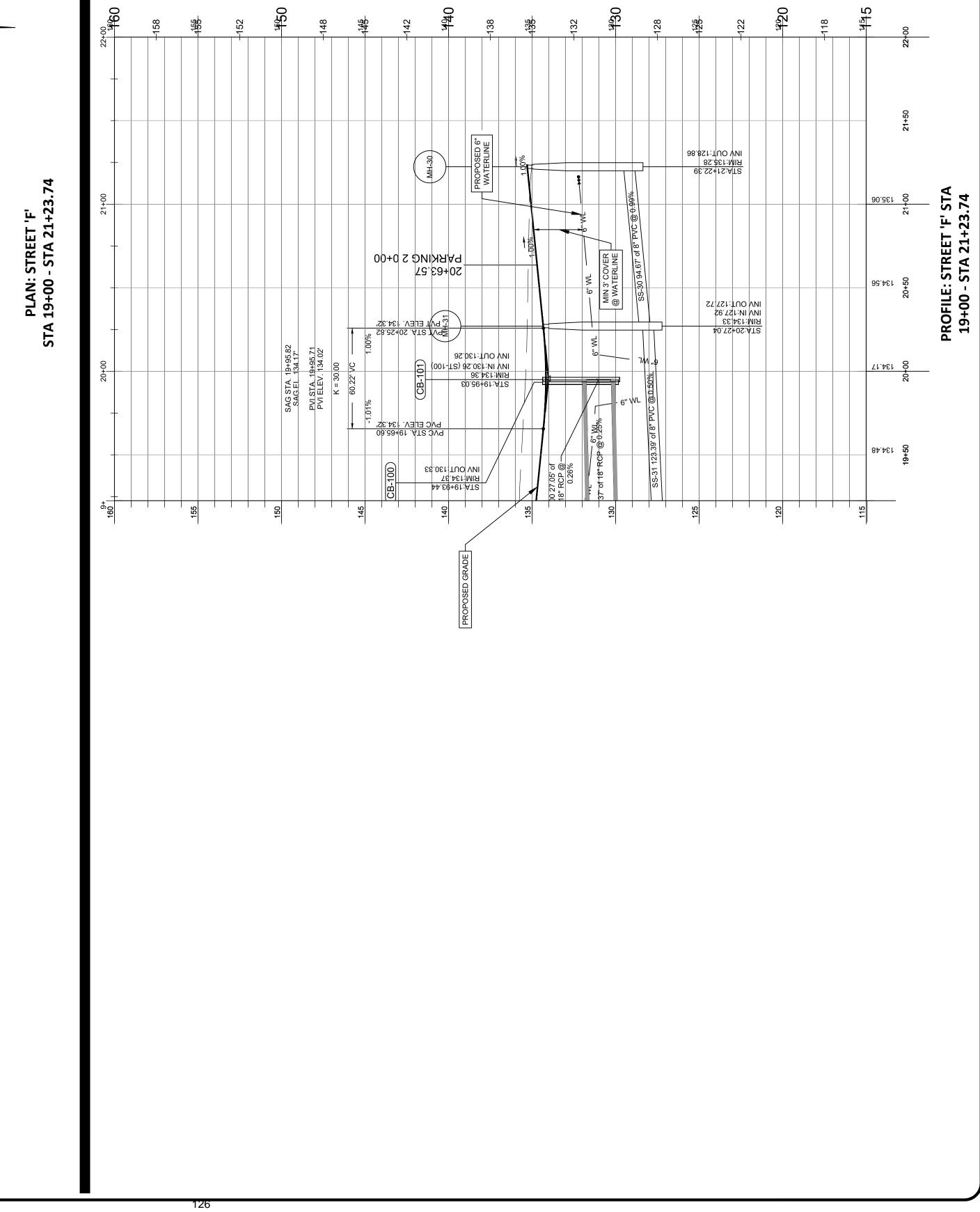






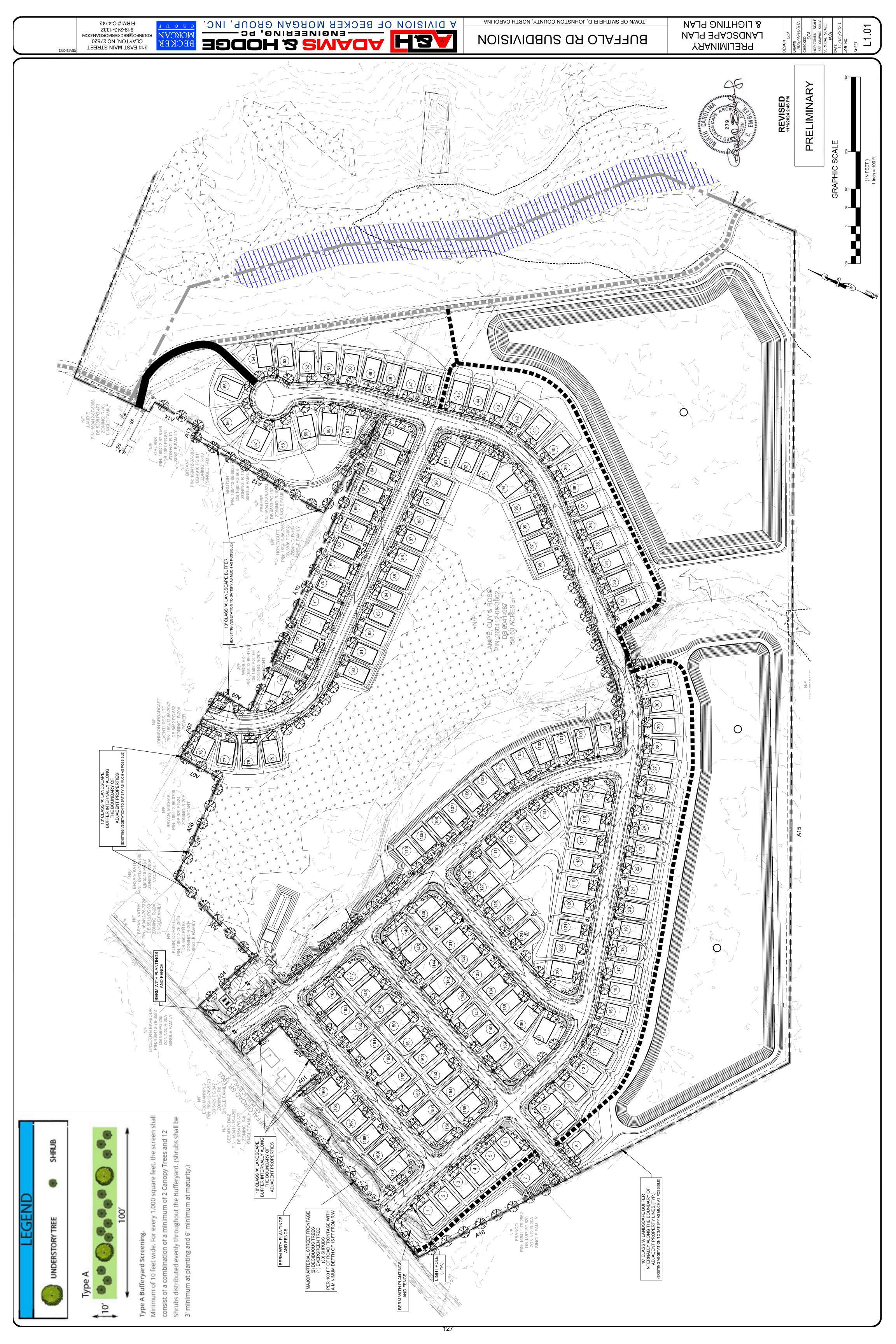
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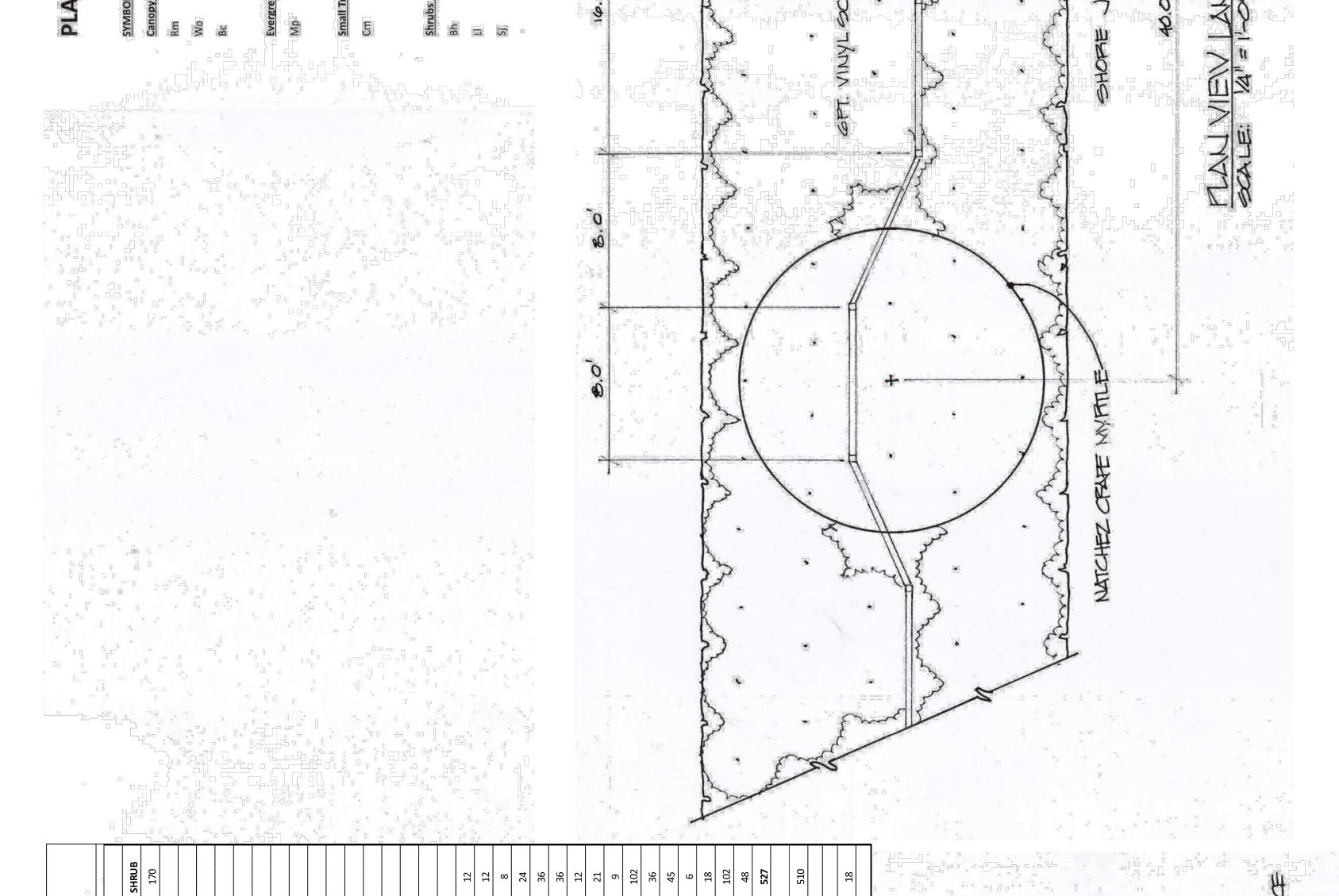


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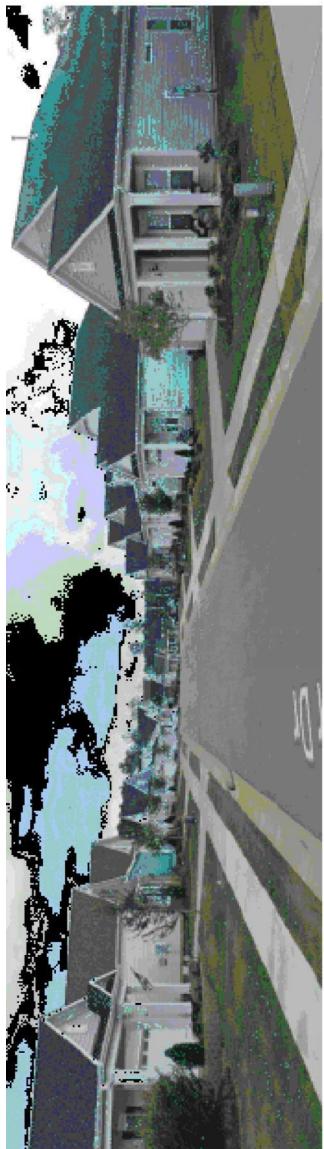
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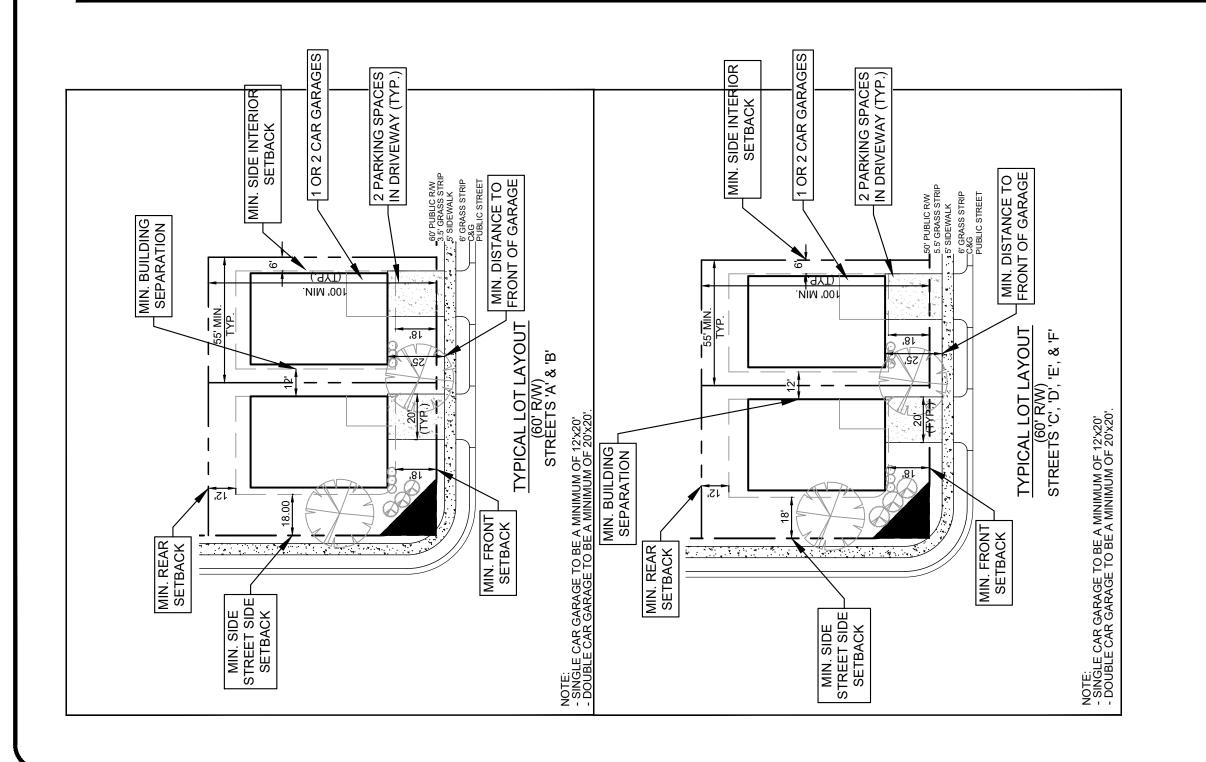
, TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA





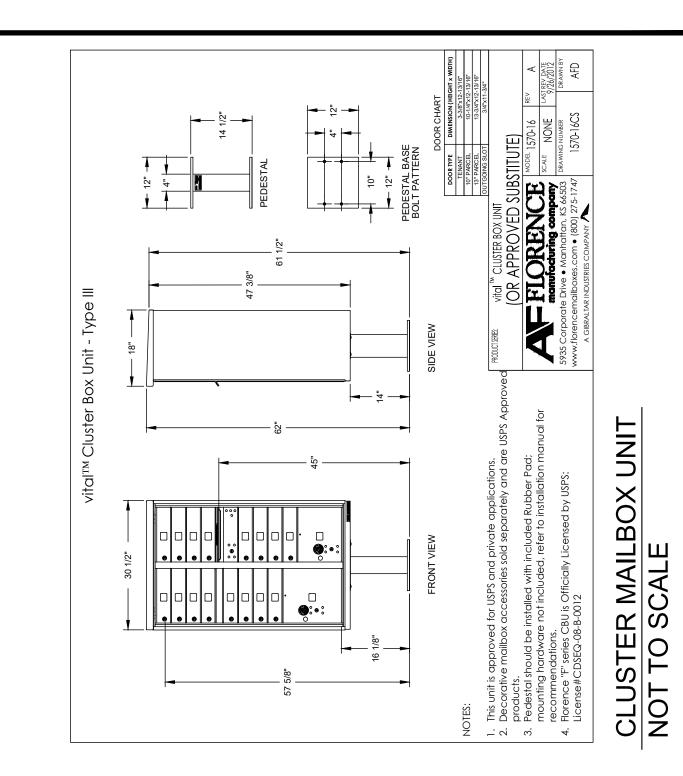






SETBAC

MINIMUM BUILDING SETE FRONT = 18' SIDE = 6' REAR = 12' STREET SIDE 18' BUILDING SEPARATION = 12' MINIMUM LOT WIDTH = 55' MINIMUM LOT DEPTH = 100'





OPEN SPACE PLAY FIELD EXAMPLE

314 EAST MAIN STREET CLAYTON, NC 2752 919-243-1332 CLAYTON, NC 27520 FIRM # C-4743

:SNOISIVAS

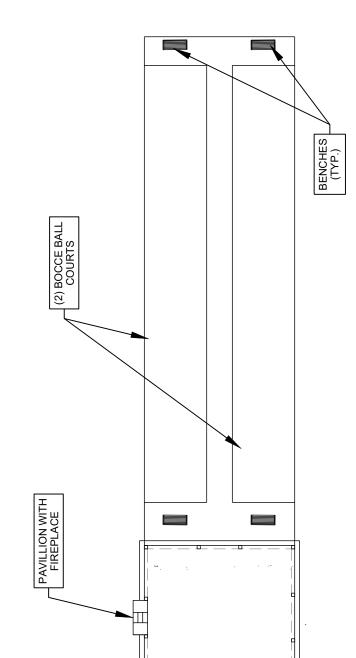
NORGAN

BECKEK



COURT BALL BOCCE ళ

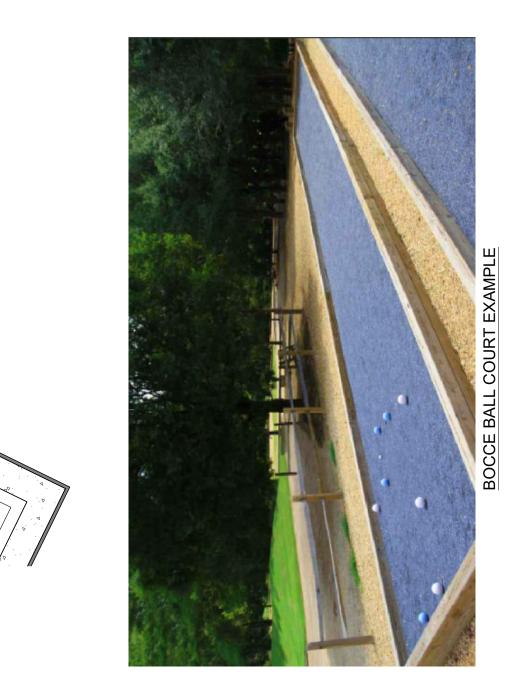
A DIVISION OF BECKER MORGAN GROUP, INC.



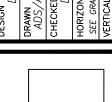








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PRELIMINARY

REVISED 11/1/2024 2:46 PM

BUFFALO RD SUBDIVISION

, TOWN OF SMITHFIELD, JOHNSTON COUNTY, NORTH CAROLINA

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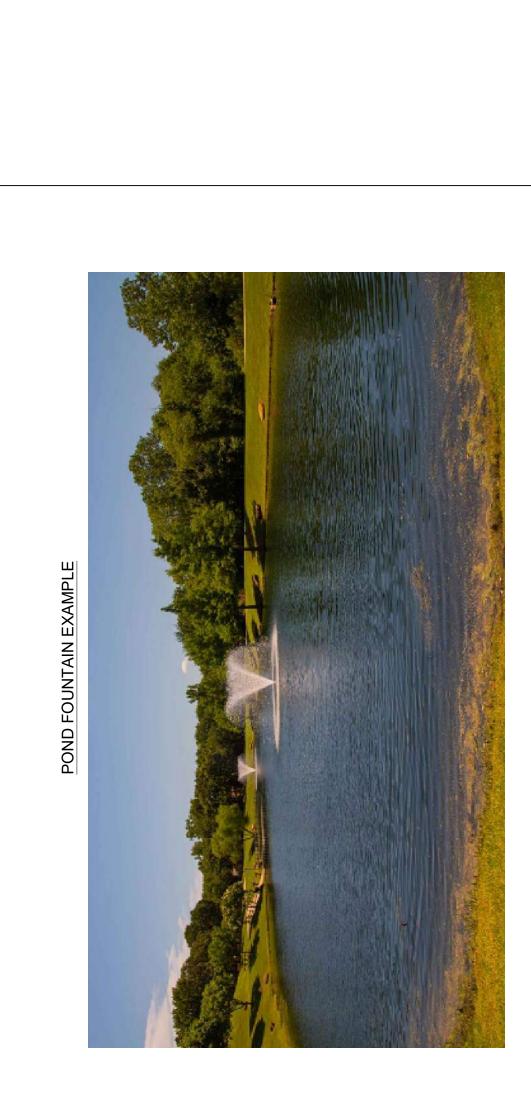
PAVILION SHELTER EXAMPLE

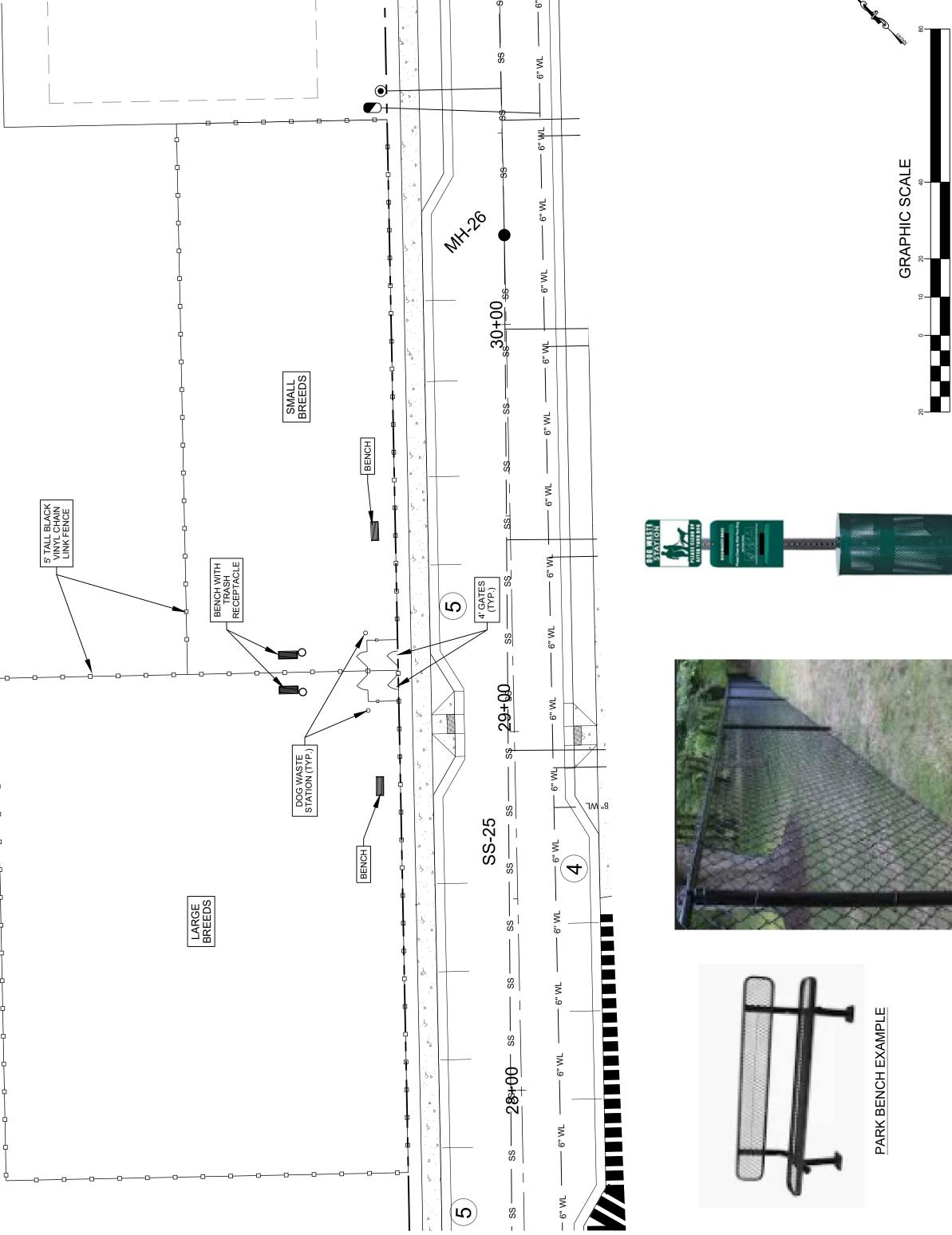
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DT1.01

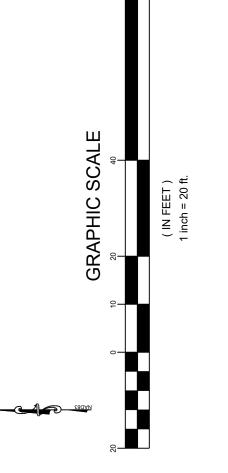






PARK

DOG



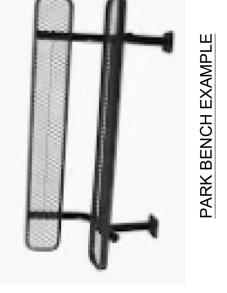
BENCH EXAMPLE



(IN FEET) 1 inch = 20 ft.

5' BLACK CHAIN LINK FENCE







A DIVISION OF BECKER MORGAN GROUP, INC.

November 14, 2024

Stephen Wensman Planning Director Johnston County Planning & Zoning 350 E. Market St., PO Box 761 Smithfield, NC 27577

Subject: Preliminary Subdivision Submittal Revision Responses Buffalo Road Subdivision

Stephen,

Please see for responses from your comments sent November 4th, 2024.

- 1. The preliminary plat should be consistent with the conditional zoning approval: I have added the approved Conditions of Approval to the cover page.
 - Curb and gutter along Buffalo Road was a condition of approval and is not shown on the plans. This has been added to the plans.
 - Within the development, curb and gutter should be standard curbing, not valley curbs. Update the "typical local residential street" details to show standard curbs. The typical sections have been revised to show 30" STANDARD C&G.
 - The driveway apron to the CBU parking lot should be concrete matching the town's standard detail. Show this on the future construction plans, but add a not to the preliminary plat. A note has been added.
 - Provide an exhibit that clearly shows where existing vegetation will remain. Sheet C4.00 has been added to show where the existing vegetation will remain.
 - Show a detail and location on the plans for a 6' high screening fence between proposed residential lots and the Brandford Park boundary. The 6' fence location has been added to the plans. The detail is has been added to sheet DT1.00.
 - Show a detail for decorative street signs. The detail has been added to sheet DT1.00.
- 2. Other comments:
 - The sidewalk to the left of the dog park should continue over the creek. Sidewalk to the left of the dog park has been added.
 - Should there be a culvert under the road where the "non-buffered water feature" crosses Street A? A culvert has been added at Street A where the non-buffered feature is shown.
 - Please provide proposed street names. The client is working on the proposed street names. We should have them prior to the Town Council public hearing.
 - Can the drainage easement be moved off of lot 61? We have looked into this, and the easement cannot be moved.

- I will be discussing with the town engineer whether the SCMs meet the town standards for access. Noted
- Provide draft HOA declarations for the Town Attorney review. The client is currently working on this with their lawyer. This will be completed prior to final plat. Please add as a condition.
- The landscape plan should be updated for the construction submittal with the correct plan counts and plants identified. Noted.
- Please look at the Rezoning Conditions and address as many as possible at this time. There should be some indication on the preliminary plat about the park dedication the open space at final plat.
 We believe we have addressed as many rezoning conditions as we can at this time. The indication of the park dedication has been added to the preliminary plat.
- Be sure to provide a phasing plan.
 Sheet C2.02 has been added to show the phasing map.

If you have any questions or comments, please contact us.

Sincerely,

Amy D. Stancil astancil@beckermorgan.com 919-812-2654



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J.R. "JOEY" HOPKINS SECRETARY

DELIVERY VIA EMAIL

November 26, 2024

Stephen Wensman Planning Director Town of Smithfield 350 East Market Street Smithfield, NC 27577

COUNTY: Johnston

SUBJECT: NCDOT Review of Proposed Buffalo Road Subdivision TIA

Dear Mr. Wensman,

Highway Division Four (Division) has reviewed the Traffic Impact Analysis (TIA) for the subject development and offers the following comments. All requirements or recommendations included herein are based on current Department policies. **This review should not be mistaken for approval of the driveway permit, design/construction plans, or final plat.** <u>A driveway permit must be obtained prior to construction</u>. All design aspects of any submitted plans shall comply with current NCDOT Standard Specifications for Roads and Structures and Policy on Street and Driveway Access to North Carolina Highways.

GENERAL COMMENTS

- Any roadway improvements and right-of-way dedication necessary to accommodate the road construction shall be the responsibility of the owner/developers. All required ROW shall be dedicated as public ROW in the final plat. Installation of right turn lanes will typically require at least 15' of dedication.
- Lane Closures for required improvement construction will only be permitted under restricted hours due to heavy traffic volumes in the vicinity of the proposed development. These restrictions will be determined during the driveway permitting application and approval.
- These conditions are based on current traffic volumes and projected growth for the study area. If the proposed build out year for this development, as stated in the TIA, varies more than one year an addendum or revised TIA may be required.
- Improvements being identified by a TIA for an adjacent development does not dismiss or release this development from installation and/or participation of these improvements. It is recommended that the Developers coordinate this installation with other committed developments. The Department will not participate in determining the value of each individual contribution to this roadway improvement.

Telephone: (919) 739-5300 Fax: (919) 731-2017 Customer Service: 1-877-368-4968 Website: www.ncdot.gov 133

Location: 67 JR RD SUITE 700 SELMA, NC 27576 • Any additional improvements that are constructed after the completion of this TIA must be maintained while constructing the improvements required by this letter.

INTERSECTIONS / SITE ACCESSES AND ASSOCIATED IMPROVEMENTS

Buffalo Road at North Site Driveway:

- North Site Driveway
 - Two-lane cross-section; one ingress, one egress
 - o 100' Internal Protected Stem
- Buffalo Road
 - NB Buffalo Road 50' Right-Turn Lane with appropriate deceleration and taper length.
 - SB Buffalo Road 75' Left-Turn Lane with appropriate deceleration and taper length.

Buffalo Road at South Site Driveway:

- South Site Driveway
 - o Two-lane cross-section; one ingress, one egress
 - o 100' Internal Protected Stem
- Buffalo Road
 - NB Buffalo Road 50' Right-Turn Lane with appropriate deceleration and taper length.
 - SB Buffalo Road 50' Left-Turn Lane with appropriate deceleration and taper length.

Please note additional development may require additional improvements in the future. Feel free to contact me if you have any additional questions or concerns.

Sincerely,

DocuSigned by: Jennefer J. Collins

Jennifer K. Collins District Engineer

cc: Andy Brown, PE – Acting Division Engineer
 Paul Marak, PE - Division Traffic Engineer
 Doumit Y. Ishak, Congestion Mgmt. Regional Engineer
 Charles Sorrell – Congestion Management Project Design Engineer
 Kevin Dean, PE – Kimley-Horn
 Driveway Permit File



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER

GOVERNOR

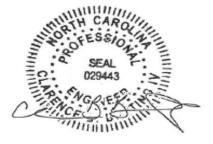
J.R. "JOEY" HOPKINS SECRETARY

November 15, 2024

Buffalo Road Subdivision

Traffic Impact Analysis Review Report Congestion Management Section

TIA Project:SC-2024-192Division:4County:Johnston



Clarence B. Bunting, P.E. Regional Engineer Madonna Saleh, Design Engineer

Mailing Address: NC DEPARTMENT OF TRANSPORTATION TRANSPORTATION MOBILITY & SAFETY DIVISION TRAFFIC MANAGEMENT UNIT 1561 MAIL SERVICE CENTER RALEIGH, NC 27699-1561 Telephone: (919) 814-5000 Fax: (919) 771-2745 Customer Service: 1-877-368-4968

Location: 750 N. GREENFIELD PARKWAY GARNER, NC 27529

Websile 35 ww.ncdot.gov

Buffalo Road Subdivision SC-2024-192 Smithfield Johnston County

Per your request, the Congestion Management Section (CMS) of the Transportation Mobility and Safety Division has completed a review of the subject site. The comments and recommendations contained in this review are based on data for background conditions presented in the Traffic Impact Analysis (TIA) and are subject to the approval of the local District Engineer's Office and appropriate local authorities.

Date Initially Received by CMS	10/17/24	Date of Site Plan	06/30/23
Date of Complete Information	10/17/24	Date of Sealed TIA	10/17/24

Proposed Development

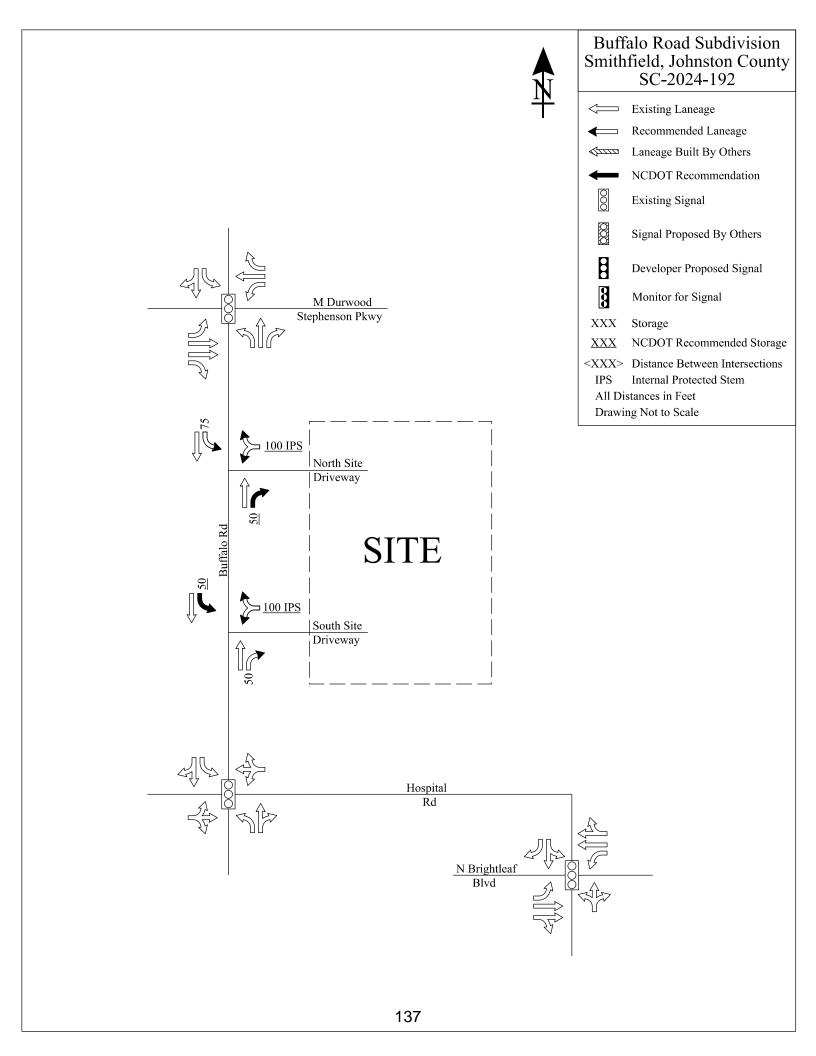
Land Use	Land Use Code	Size
Single-Family Detached Housing	210	170 d.u.

Trip Generation - Unadjusted Volumes During a Typical Weekday							
	IN	OUT	TOTAL				
AM Peak Hour	30	91	121				
PM Peak Hour	103	61	164				
Daily Trips			1,644				

General Reference

For reference to various documents applicable to this review please reference the following link: *https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx*

Once the driveway permit has been approved and issued, a copy of the final driveway permit requirements should be forwarded to this office. If we can provide further assistance, please contact the Congestion Management Section.



		S-24-07 Buffalo Road Subdivision Adjacent Properties List	sion Adiacent Properties List		
ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14A03007	MAC 2008 LLC		2790 MARRIOTTSVILLE RD		MARRIOTTSVL, MD 21104-1626
15004021J	DAVIDSON, SAMANTHA		9 RUNNEYMEDE PL		SMITHFIELD, NC 27577-4811
14057013B	VESTA ENTERPRISES, INC.			PO BOX 1457	SMITHFIELD, NC 27577-1457
14057010P	MORGAN, GARNELL A.	MORGAN, LISA	91 BROOKWOOD DR		SMITHFIELD, NC 27577-4864
140570100	140570100 DIMSDALE, B KEITH	DIMSDALE, ANGELA W	92 BROOKWOOD DRIVE		SMITHFIELD, NC 27577-4863
14057010N	14057010N ASC REALTY LLC		PO BOX 883		CLAYTON, NC 27528-0883
14057154S	PETRY, MAHLEN D	PETRY, BRENDA W	63 WHITE OAK DR		SMITHFIELD, NC 27577-4806
14057154R	14057154R G2 PROPERTIES I, LLC		402 DIXIE DR		SELMA, NC 27576-2308
14057154P	14057154P DOWNS, FAYE D.		66 WHITE OAK DR		SMITHFIELD, NC 27577-4807
14057154N	14057154N BEGEAL, JEFFREY PAUL		62 WHITE OAK DR		SMITHFIELD, NC 27577-0000
14075035	14075033 JOHNSTON COUNTY BOARD OF	EDUCATION		PO BOX 1336	SMITHFIELD, NC 27577-0000
14075029B	14075029B CAREY, JORDAN	CAREY, ASHLEY	105 PARKWAY DR		SMITHFIELD, NC 27577-8332
14075038G	14075038G LAUDIE, RICHARD L.	LAUDIE, PATSY E.	203 PARKWAY DR		SMITHFIELD, NC 27577-8334
14075031C	14075031C GRUBBS, JAMES FRANKLIN	GRUBBS, KAREN M	101 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
140750381	BRYANT, WANDA B.		103 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
140750380	BRUTON, EUGENE	BRUTON, SHEILA H	105 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14075038P	14075038P FRAYRE, MARIBEL		107 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14075038R	HONEYCUTT, LARRY D	HONEYCUTT, MARIA C	109 COBBLESTONE COURT		SMITHFIELD, NC 27577-0000
14K09007	WORLEY, RONALD GLENN	WORLEY, MICHAEL LYNN	108 QUAIL RUN		SMITHFIELD, NC 27577-0000
14075035	14075035 STEVEN, JOSE JR.	GORILLA BROADCASTING NC LLC	1270 BUFFALO RD		SMITHFIELD, NC 27577-7443
14075037	14075037 BRYAN, MICHAEL D		905 OCEAN PINES CT		N MYRTLE BCH, SC 29582-4498
14A03011A	14A03011A LAMPE, GUY L.	LAMPE, ROSS W.		PO BOX 608	SMITHFIELD, NC 27577-0608
14075038B	ВRYAN, КАТНҮ М.		905 OCEAN PINES CT		N MYRTLE BCH, SC 29582-4498
14A03001	AE&E PROPERTIES, LLC		5529 NC HIGHWAY 39		SELMA, NC 27576-8529
14A03002	BARBOUR, B LINCOLN		1222 BUFFALO RD		SMITHFIELD, NC 27577-7443
14A03004A	14A03004A MANNING, ERIC		1148 BUFFALO RD		SMITHFIELD, NC 27577
14A03004	DIAZ, CESARIO	PERAZA, DINORA S CORDOVA	1136 BUFFALO RD		SMITHFIELD, NC 27577
14001021	14001021 SMITHFIELD LAND GROUP, LLC		2075 JUNIPER LAKE RD		WEST END, NC 27376-8919



Request for Town Council Action Public ANX-24-02 Hearing: Date: 2/4/25

Subject:	Contiguous Annexation Petition
Department:	Planning & Administration Departments
Presented by:	Planning Director - Stephen Wensman
Presentation:	Public Hearing

Issue Statement

Smithfield Growth LLC has submitted a petition to voluntarily annex 85.85 acres to the Town of Smithfield.

Financial Impact

The annexation will bring the Local 70 residential development project into the Town's corporate limits adding to the town's tax base

Action Needed

The Town Council is asked to consider adoption of Ordinance No. 523-2025 extending the Corporate Limits of the Town of Smithfield. This can be done immediately or within six months.

Recommendation

Consider adopting Ordinance No. 523-2025 Extending the Corporate Limits of the Town of Smithfield.

Approved: ☑ Town Manager □ Town Attorney

Attachments:

- 1. Staff Report
- 2. Annexation Petition
- 3. Ordinance No. 523-2025
- 4. Legal Advertisement
- 5. Certificate of Sufficiency
- 6. Annexation Plat Maps



Staff Report Public ANX-24-02 Hearing: Date: 2/4/25

OVERVIEW:

Smithfield Growth LLC has submitted a petition to voluntarily annex 85.85 acres to the Town of Smithfield, Johnston County Tax ID#14057011Y, in conjunction with its development of the property into the Local 70 Residential Development consisting of 209 detached single-family residential lots, 94 attached single-family townhouses and 324 apartment units in the Local 70 PUD Conditional District. The future development will include new public streets, sidewalks, trails, water and sewer lines, electrical service and a pump station.

The property to be annexed is part of the larger Local 70 PUD Conditional District that includes future commercial/industrial uses that are not proposed for development or annexation at this time (north and east of M. Durwood Stephenson Parkway).

The area considered for annexation is fully within the Town's Fire Protection District.

PAST ACTIONS ON PETITION:

On December 17, 2024, the Town Council adopted Resolution #761 (22-2024) directing the Town Clerk to investigate the sufficiency of the petition. The petition has been found to be sufficient.

On January 7, 2024, the Town Council adopted a resolution setting the date for the Public Hearing for January 21, 2025. A winter storm caused the January 21st meeting to be cancelled. Public notice was again published, moving the public hearing to the next scheduled meeting, February 4, 2025.

ANALYSIS:

Utilities. Smithfield sewer and water and electric utilities which will be extended into the site by the developer to service future residential development. A pump station is planned for the northwest corner of the site.

Police. The Town Police Department will provide police protection in the area.

Fire Protection. The area is already within the Town's fire district.

Public Works. Trash and yard pickup services will be provided to the new single-family and townhouse lots in the development, and the new public streets and sidewalks will need to be maintained.

Code Enforcement. Code enforcement will expand into that area, however, the future HOA will likely address most issues.

FINDINGS:

Pursuant to NCGS 160A-58.2, If the council then finds and determines that:

- i. the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b),
- ii. the petition bears the signatures of all of the owners of real property within the area proposed for annexation (except those not required to sign by G.S. 160A-58.1(a)),
- iii. the petition is otherwise valid, and
- iv. the public health, safety and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation,

then council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage.

ACTION REQUESTED:

Pursuant to NCGS 160A-58.2, the Town Council shall accept public comments and consider adopting Ordinance No. 523 - 2025 extending the Corporate Limits of the Town of Smithfield. The Ordinance may be adopted immediately or within six months.

The Town Council has three options:

- 1. Approve the contiguous annexation petition and adopt Ordinance No. 523-2025
- 2. Table the decision for no longer than 6 months
- 3. Deny the annexation petition.



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

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:

×	Electronic Word document of the written metes and bounds must be e-mailed to:						
0.8	Stephen.Wensman@smithfield-nc.com or Mark.Helmer@smithfield-nc.com.						
	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.						
	Copy of Approved Preliminary Site Plan or Final Site Plan Copy of Subdivision Plat submitted for lot recording showing Town Permit number (Z, etc.) or approval with Town file number (S, etc.)						
	Projected Market Value of Development at build-out (land and	improvements).					
	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.						
	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines.						
lired, but c	often missing information. Please make sure to include the followi	ng:					
	Correct Parcel Identification Number(s) (PIN). Call Johnston C there is any question about the parcel identifier. This is very imp annexation is only a portion of an existing parcel.						
	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the date of signature MUST be filled in!						
	Corporate Seal for property owned by a corporation.						
	Rezoning Application, if the property is currently outside Town of Smithfield.						

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Annexation Petition

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 Smithfield Growth, L	t Name _LC							
Street Address 1600 Colon Rd Sanf	ander ander ander ander ander ander ander 19 - Die andere andere andere				1			
Town of Smithfield S (S	Subdivision approval #) or		Building Permi		ı #	1000 0 Contraction	an approval # for multi-famil	y
Johnston County Pro	operty Identification Number	r(s) list belo	w					
P.I.N. 260410-47-7462		P.I.N.			P.I.N.			
P.I.N.		P.I.N.			P.I.N.			
Acreage of Annexatio 85.85 +/-	on Site		Linear Feet o	of Public Stre	ets within	Annexat	tion Boundaries	
Annexation site is rea	questing Town of Smithfield	G	Water and	or Sewer Y	es			
Number of proposed 627	dwelling units							
Type of Units:	of Units: Single Family 209 Townhouse 94 Condo 0 Apartment 324						_	
Building Square Foot	tage of Non-Residential Space	ce			1000			
Specific proposed us	e (office, retail, warehouse,	school, et	.c.)	ţ.				
Projected market valu	ue at build-out (land and imp	provement	s) \$					
Person to contact if the	here are questions about the	e petition						-
Name Corey Mabus								
Address 1600 Colon Rd Sanfo	ord, NC 27330							
Phone 910-728-5714		Fax # n/a			Email corey@	carolina	commercialnc.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 under property to the area will be co	ersigned, being all the owners of the real property described in this application respectfully request the annexation of said Town of Smithfield , North Carolina. The petitioners understand and agree that all streets and utilities within the annexed nstructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be e 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 Gene rights have been	and Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested n 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
lf yes, please su vested right tern	bmit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a ninates any vested right previously acquired for this property.
Signed this 4	aay of November , 20 24 by the owners of the property described in Section C.
Owner's Signat Signature_	corporate ocal
Signature	Date
Signature	Date
Signature	Date
Name W. Ca	ne(s) and information ster heller Phone 919-776-4641 > Colon Boad, Sanford, NC 27330
Name	Phone
	Phone
Name Address	Phone
Above signature	(s) attested by
	Town of Smithfield, North Carolina, this of day of NOVEMBER 2024, at a Council
	·

TOWN OF SMITHFIELD North Carolina

ORDINANCE NO. 523-2025 TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF SMITHFIELD

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

WHEREAS, a public hearing on the question of this annexation was originally scheduled for January 21, 2025, however the meeting was cancelled due to a winter storm. The public hearing was held in the Smithfield Town Hall Council Chamber located at 350 East Market Street, Smithfield, North Carolina at approximately 7:00 pm on February 04, 2025, after due notice; and

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

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

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described contiguous property owned by the Town of Smithfield is hereby annexed and made a part of the Town of Smithfield effective immediately.

The legal description of the area proposed for annexation is described as follows:

Beginning at an existing right of way monument, said monument being located in the southern right of way of M. Durwood Stephens Parkway (Public right of way width varies); Thence along said M. Durwood Stephens Parkway southern right of way the following courses and distances: 1) S 89°34'03" E 377.15 feet to an existing right of way monument, said monument having NAD 83 (2011) Coordinates of N: 648,650.44 and E: 2,204,096.63; 2) with a curve to the right, having a radius of 1,850.00 feet, an arc length of 1,517.35 feet and a chord bearing and distance of, S 65°30'42" E 1,475.17 feet to an existing right of way monument, said monument having NAD 83 (2011) Coordinates of N: 648,038.97 and E: 2,205,439.11; 3) with a curve to the right, having a radius of 1,850.00 feet, an arc length of 1,408.41 feet and a chord bearing and distance of, S 20°19'49" E 1,374.64 feet to an existing right of way monument; 4) S 03°02'35" W 338.37 feet to an existing 1" iron pipe, said iron pipe being located in said M. Durwood Stephens Parkway and being the northeast corner of Wal-Mart Real Estate Business Trust, Id No: 14057012D (Deed Book 1751, Page 775); Thence leaving said M. Durwood Stephens Parkway and along the northern line of said Wal-Mart Real Estate Business Trust, N 89°09'23" W 1,023.53 feet to an existing ½" iron pipe, said iron pipe being the northwest corner of said Wal-Mart Real Estate Business Trust and being a point in the eastern line of Tanisha C. Medina, Id No: 14074002D (Deed Book 6015, Page 691); Thence leaving said Wal-Mart Real Estate Business Trust and along the eastern of said Tanisha Medina, N 00°41'34" E 63.92 feet to an existing $\frac{1}{2}$ " iron in concrete, said iron being the northeast corner of said Tanisha Medina; Thence leaving and along said Tanisha Medina and along the northern line of Vu Nguyen, Id No: 14074002E (Deed Book 3072, Page 971) and Booker Dairy Homeowners Association, Id No: 14074002M (Deed Book 3274, Page 19), N 89°40'00" W 764.38 feet to an existing axle, said axle being in the northern line of said Booker Dairy Homeowners Association and being the southeast corner of Jose Benitez and Jenny Benitez, Id No: 14057016 (Deed Book 5304, Page 733); Thence leaving said Booker Dairy Homeowners Association and along the eastern line of said Benitez, N 01°29'10" E 239.09 feet to an existing 1" iron pipe, said iron pipe being the northeast corner of said Benitez and being the southeast corner of Thomas E. Sullivan and Shirley P. Sullivan, Tanya S. Mustgrave and Shannon S. Haywood, Id No: 14057016A (Deed Book 5424, Page 469); Thence leaving said Benitez and along said Sullivan, Mustgrave and Haywood (Id No: 14057016A) eastern line, N 00°53'22" E

236.70 feet to an existing 1" iron pipe, said iron pipe being the northeast corner of said Sullivan, Mustgrave and Haywood (Id No: 14057016A); Thence along said Sullivan, Mustgrave and Haywood northern line and along Thomas E. Sullivan Shirley P. Sullivan, Tanya S. Mustgrave and Shannon S. Haywood, Id No: 14057015 (Deed Book 5424, Page 472), N 89°40'12" W 468.72 feet to an existing 1" iron pipe, said iron pipe being the northwest corner of said Sullivan, Mustgrave and Haywood (Id No: 14057015) and being located in the eastern right of way of Booker Dairy Road (Public right of way width varies); Thence leaving said Sullivan, Mustgrave and Haywood (Id No: 14057015) and along said Booker Dairy Road eastern right of way the following courses and distances: 1) N 00°01'45" W 731.46 feet to an existing right of way monument; 2) S 89°58'21" E 19.66 feet to an existing right of way monument; 3) N 00°10'53" W 216.42 feet to an existing 1" iron pipe, said iron pipe being located in said Booker Dairy Road eastern right of way and being the southwest corner of Elizabeth Cortes Jaurez and Juan Manuel Perez, Id No: 14057013 (Deed Book 6409, Page 895); Thence leaving said Booker Dairy Road and along the southern line of said Juarez and Perez, S 89°44'14" E 127.14 feet to an existing 1" iron rod, said iron rod being the southeast corner of said Juarez and Perez and being the southwest corner of Margie B. Olsen, Id No: 14057012 (Deed Book 4866, Page 272 and Deed Book 929, Page 45); Thence leaving said Juarez and Perez and along the southern, eastern and northern lines of said Olsen the following courses and distances: 1) S 89°43'49" E 347.00 feet to an existing 36" Pine tree; 2) N 01°01'26" E 558.60 feet to an existing 1" iron pipe; 3) N 89°21'39" W 229.03 feet to an existing 1" iron pipe; 4) S 50°50'06" W 329.90 feet to an existing 1" iron pipe, said iron pipe being located in said Booker Dairy Road eastern right of way; Thence leaving said Olsen and along said Booker Dairy Road eastern right of way, N 00°06'50" W 332.71 feet to an existing right of way monument; Thence leaving said Booker Dairy Road, N 45°35'05" E 69.07 feet to the Point of Beginning, Containing 85.85± Acres.

Section 2. The Mayor of the Town of Smithfield shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State in Raleigh, North Carolina an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall be delivered to the Johnston County Board of Elections, as required by NCGS 163-288.1

Adopted this the 4th day of February, 2025

M. Andy Moore, Mayor

ATTEST

Elaine Andrews, Town Clerk

APPROVED AS TO FORM:

Robert Spence, Jr., Town Attorney

Town Of Smithfield Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, February 4, 2025, at 7:00 PM., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ANX-24-02 Local 70 Annexation: Smithfield Growth LLC has submitted a petition to voluntarily annex 85.85 acres to the Town of Smithfield. This is located at M. Durwood Stephenson Parkway and Booker Dairy Road and also known as Local 70 Subdivision. This has previously been identified as Johnston County Tax ID #14057011Y, but has recently been subdivid-ed into 10 parcels: #140570120, #14057012M, #14057012H, #14057012G, #14057012l, #14057012K, #14057012N, #14057012J. #14057012L. #14057011Y.

S-24-08 Local 70 Subdivision: Smithfield Growth, LLC is requesting a preliminary subdivision with 303 lots (209 single family homes and 94 townhomes) and 324 apartment units, for a total of 627 residential dwelling units. The properties considered for approval are located along M. Durwood Stephenson Parkway east of Eden Woods and north of Walmart. These properties are further identified as Johnston County Tax ID #s 14057011Y and 14057011X.

S-24-07 Buffalo Road Subdivision: Vesta Enterprises, Inc. is requesting a preliminary subdivision of 138.63 acres of land with R-8 CZ designation into 117 detached single-family residential lots. The property considered for approval is located at 1176 and 1200 Buffalo Road and M Durwood Stephenson Parkway intersection, further identified as Johnston County Tax ID # 14A033005.

All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919) 934-2116 ext. 1111 or online at www.smithfield-nc.com. Jun 23 2025

Certification of Sufficiency

Contiguous Annexation ANX-24-02

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

I, Elaine S. Andrews, 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 property is contiguous to the Town of Smithfield's corporate limits.

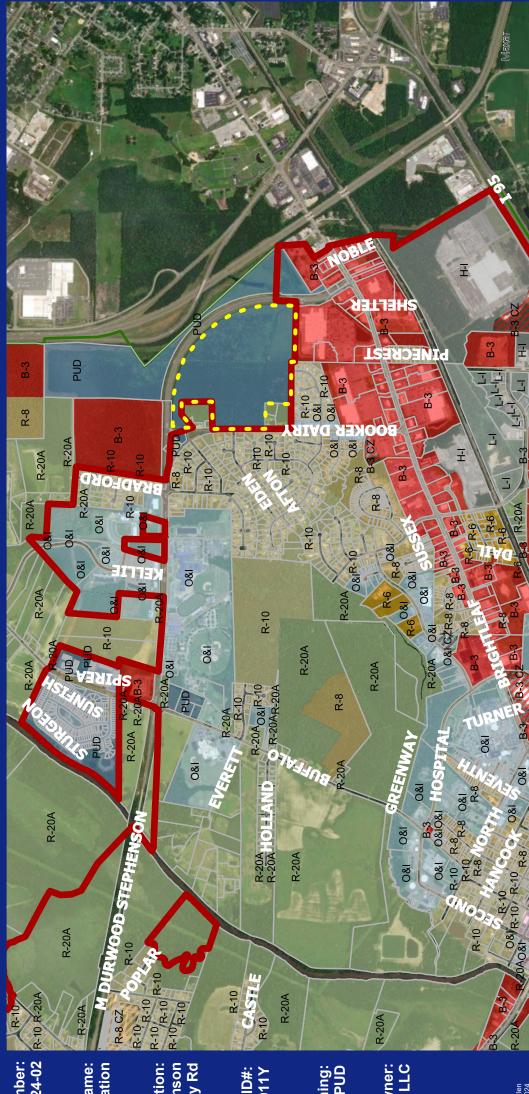
c. The petition is signed by and includes address of all owners of real property lying in the area described therein

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 herunto set my hand and affixed the seal of the Town of Smithfield this the 7th day of January 2025.

Elaine S. Andrews, Town Clerk





Local 70 Annexation

File Number: ANX-24-02

Project Name: Local 70 Annexation Location: M. Durwood Stephenson Booker Dairy Rd

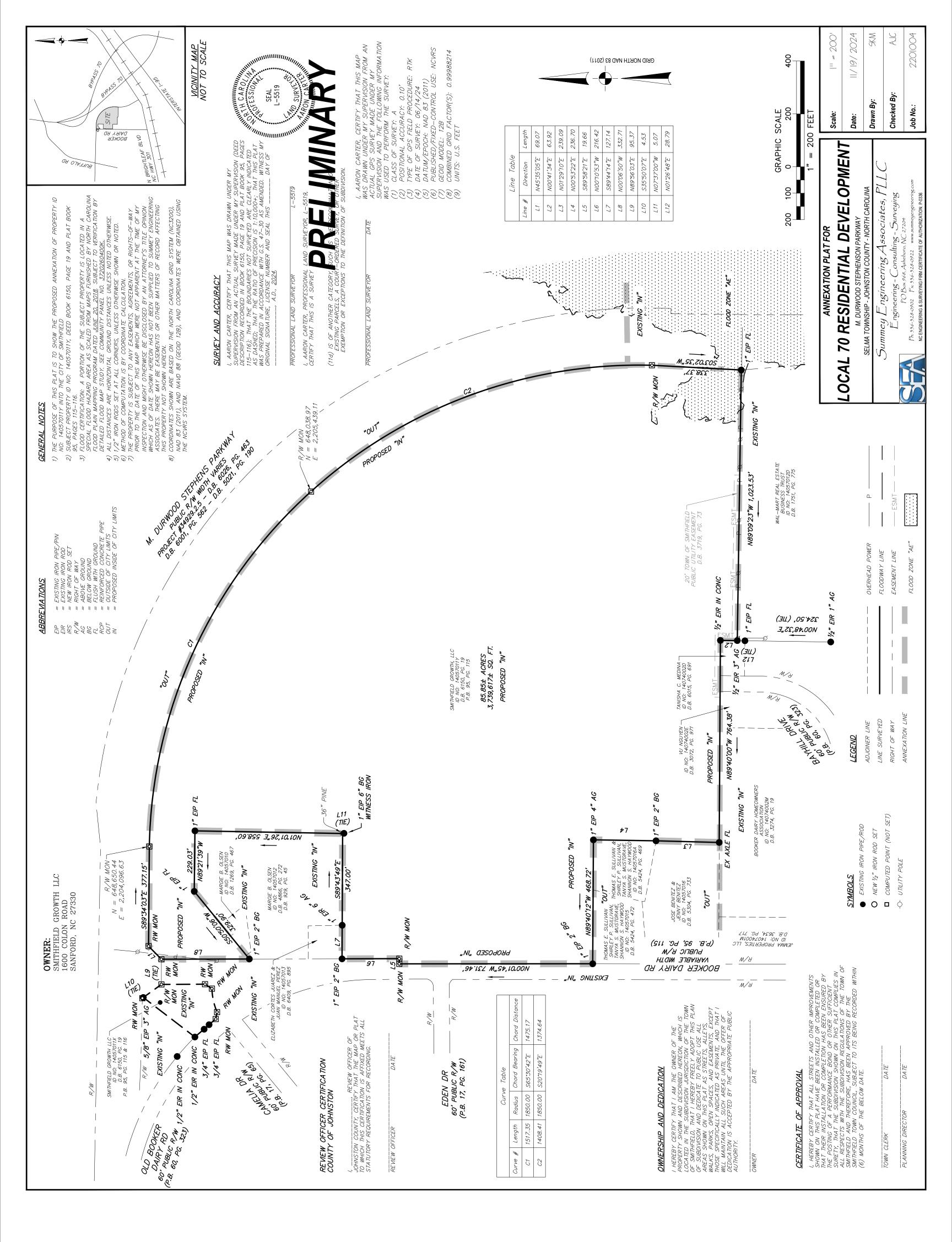
Tax ID#: 14057011Y

149

Existing Zoning: PUD Owner: Smithfield Growth, LLC

y S 1:20,973 Map created by Chloe Allen Planner I on 12/19/2024

₹ ≷





Request for Town Council Action

Public S-24-08 Hearing:

Date: 2/4/25

Subject:Local 70 Residential Development Preliminary PlatDepartment:Planning DepartmentPresented by:Planning Director - Stephen WensmanPresentation:Public Hearing

Issue Statement

Smithfield Growth, LLC is requesting a preliminary subdivision of 86.64 acres of land in the Local 70 PUD Zoning District into 209 detached single-family residential lots, 94 attached single-family townhouses and 324 apartment units.

Financial Impact

The subdivision will provide tax-base, park dedication fee-in-lieu, and utilities system development fees.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the preliminary subdivision plat and make a decision to approve, approve with conditions or to deny based on the finding of fact for subdivisions.

Recommendation

Staff recommend approval of the Local 70 Residential Development preliminary plat, S-24-08, based on the finding of fact for subdivisions.

Approved: ☑Town Manager □ Town Attorney

Attachments:

- 1. Staff report
- **2.** Draft Finding of Fact
- **3.** Application, narrative
- 4. Preliminary Plat & Plans
- 5. Adjacent Property Owners Listing



Staff Report Public S-24-08 Hearing:

Date: 2/4/25

REQUEST:

Smithfield Growth, LLC is requesting a preliminary subdivision of 86.64 acres of land in the 163-acre Local 70 PUD Zoning District into 209 detached single-family residential lots, 94 attached single-family townhouses and 324 apartment units.

PROPERTY LOCATION:

The property is located south of M. Durwood Stephenson Parkway, primarily east of Booker Dairy Road and north of Walmart on US 301 North.

APPLICATION DATA:

Applicant/Owner:	Smithfield Growth LLC	
Consultant:	Summey Engineering Associates (Christian Vestal)	
Project Name:	Local 70 Residential	
Tax ID:	14057011X and 14057011Y	
Acreage:	86.64-acres	
Present Zoning:	Local 70 PUD District	
Town/ETJ:	ETJ (Annexation petition submitted)	
Existing Use:	Vacant Woods/open field	
Proposed Use:	Mixed Use PUD	
Fire District:	Smithfield	
School Impacts:	Additional households with school-age children	
Parks and Recreation:	Fee in lieu to be collected with final plat	
Proposed Public Streets:	11,501 +/- linear feet of public and private.	
Private Streets:	4,540 LF +/-	
Proposed Sidewalks:	20,579 LF +/-	
Proposed Trail	3,981 LF +/-	
Proposed Sewer Line	11,754 LF +/- gravity and 1,835 LF +/- forced main.	
Proposed Water Line	16,600 LF +/-	
Public Utilities Provider	Town of Smithfield	

ENVIRONMENTAL:

• There is 100-year flood area located in the southeast portion of the site adjacent to Walmart and M. Durwood Stephenson Parkway.

ADJACENT ZONING AND LAND USES: (SEE ATTACHED MAP)

	Zoning	Existing Land Uses
North	B-3	Vacant
South	B-3	Retail Commercial
West	R-10 Single Family Residential	Single Family Residential
East	N/A	N/A

PRELIMINARY PLAT/ANALYSIS:

Overview. The proposed subdivision has been designed to be in accordance with the approved Local 70 PUD Master Plan. The Preliminary Plat is in accordance with the conditional zoning with a few exceptions:

- Lacking the required 8' wide multi-purpose trail along M. Durwood Stephenson Parkway.
- Lacking the 5' wide public sidewalk along Booker Dairy Road.
- Lacking tree resource management, interior landscaping (street trees and foundation plantings) and lighting plans.
- Lacking Screening fence plans and details.
- Lacking distinction of public vs. private streets.

These items can be addressed with conditioning the construction plan approval meeting all UDO requirements.

HOA. The residential component of the community will have a master homeowners association governing open space and for-sale residential homes. There will be two sets of design guidelines for the community. The first set of design guidelines is for new construction and will be applied to the residential homes and the apartment complex. The guidelines will be administered by a Design Review Board (DRB) set up by the developers of Local 70. The design guidelines coupled with the Design Review Board will ensure that all design elements presented to the Town of Smithfield Planning Board and Town Council will be enforced. Such items include insuring that no vinyl siding will be allowed on the for-sale residential homes, appropriate screening, building setbacks (lot fit) and building heights. The DRB will also review the architectural submittals for the multi-family buildings and similar reviews of exterior building materials, massing, and access.

The Homeowners Association will have responsibility for the maintenance of all public open space and amenities provided in the landscape.

Architectural Requirements. The Conditional zoning established the architectural requirements:

- Residential lots with single car garages shall be at least 14' x 22' to accommodate a standard vehicle.
- That all single-family detached homes have standard sized 2-car garages.

• That all building facades be clad with cementitious siding (Hardy Board or sim product), masonry, EIFS or a combination of materials and that there be no vinyl siding.

1. Townhouses – Front Loaded (parking in the front).

- a. Buildings with no more than 7 units.
- b. Single or double garages.
- c. Garages setback 25' from the back of the public sidewalk.
- d. Units to be unique through the use of exterior materials, entrance features, house and trim colors.
- e. Front façade setbacks will stagger.
- f. Front facades will be cementitious siding, masonry, EIFS or a combination of materials.
- g. Building trim, soffits, railings and shutters may be of low maintenance materials.
- h. Garage door must have windows and visible hardware doors will vary from door to door (style and color).
- i. Porches, if provided, will be a minimum of 4'-6' in depth.

2. Townhouses – Rear Loaded (parking in the rear).

- a. Front setback minimum of 10'-0" from public sidewalk.
- b. Garages must be either 4'-0" from edge of ally pavement or min. 20'-0" from alley pavement.
- c. Units shall be individualized through the use of exterior materials, entrance features, primary house color, trim color.
- d. Front facades facing a public street, pedestrian pathway, or open space the materials may be cementitious siding, masonry, EIFS or a combination of materials.

3. Single-family Detached Homes – Front Loaded (parking in front).

- a. Front elevations on the same side of the street may only be repeated every fourth home.
- b. Garage doors must be a minimum of 25'-0" from back of public sidewalk or R.O.W.
- c. It is encouraged to have the garage door recede a minimum of 2'-0" from the primary front facade of the home or have the front porch project past the front elevation of the garage.
- d. Homes shall be individualized through the use of exterior materials, entrance features, primary house color, trim color.
- e. Primary building materials: For frontages facing a public street, pedestrian pathway, or open space the materials may be cementitious siding, masonry, EIFS or a combination of materials.
- f. It is encouraged to individualize each home with unique garage doors appropriate to the architectural style of the home. Garage doors must have windows and encouraged to have visible hardware.
- g. If front porches are provided, they must be a minimum of 6'-0" in depth.

4. Single-family Detached Homes – Rear Loaded (parking in rear).

- a. Front elevations on the same side of the street may only be repeated every fourth home.
- b. Homes are encouraged to be sited so that the front expression of the home (porch/stoop) is place a minimum of 10'-0" from the back of the public sidewalk.
- c. Garages must be either 4'-0" from edge of alley pavement or min. 20'-0" from alley pavement.
- d. The same color may not be repeated on homes next door to each other. The exception is the "Three Sister" rule allowing that within a mid-block application three homes may have the same elevation and color.

- e. Homes shall be individualized through the use of exterior materials, entrance features, primary house color, trim color.
- f. Primary building materials: For frontages facing a public street, pedestrian pathway, or open space the materials may be cementitious siding, masonry, or a combination of the two materials.
- g. It is encouraged to individualize each home with unique garage doors appropriate to the architectural style of the home.
- h. If front porches are provided, they must be a minimum of 6'-0" in depth.

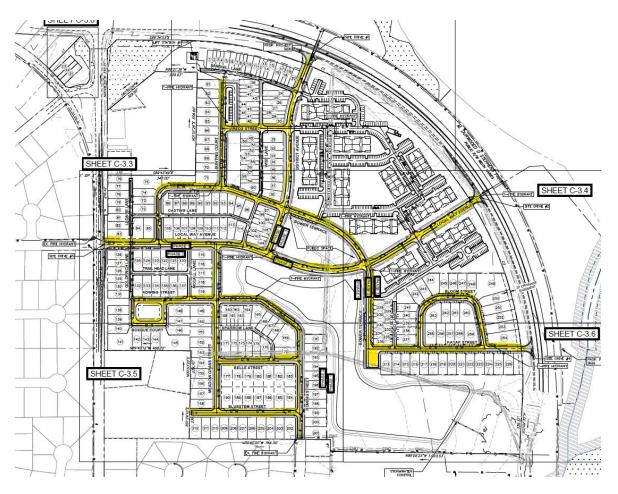
5. Multi-Family Residential.

- a. Multi-family buildings facing a public right-of-way must be set back a minimum of 14'-0" from the public sidewalk.
- b. For multi-family buildings with ground floor storefronts and uses other than residential the building may be placed a minimum of 14'-0" from the back of the public sidewalk.
- c. Primary building materials may be a combination of the following materials; Stucco/EIFS, masonry, cementitious siding, metal panels or vinyl siding. Note that buildings fronting on public streets, pathways or open space vinyl siding may be used only on the second floor and above.
- d. Architecture and building design should promote a consistent language across each building. Care should be taken to place windows, balconies, and entryways in an organized fashion.
- e. Buildings are encouraged to have elevations that articulate features of the buildings, creating shadow lines and breaks within the overall facade.
- f. Entries facing public streets, open spaces or pathways should be celebrated with additional architectural feature.

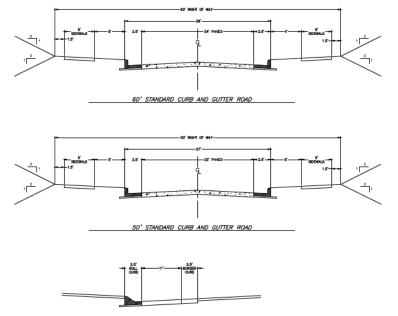
TIA. A TIA was completed, and the required improvements are shown in the plan set.

Streets. The development is a mix of public streets and private alleys generally consistent with the PUD Masterplan.

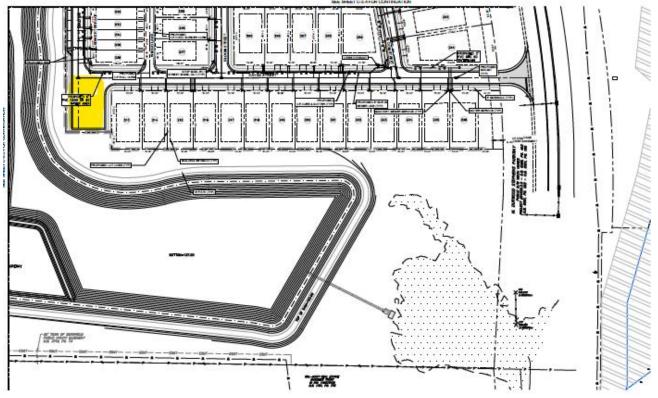
Public streets are highlighted in yellow below:



Local streets are proposed to be 27' wide b/b in 50' wide R/W with standard curb and gutter. The main thoroughfares are to be 29' wide b/b in 60' wide R/W with standard curb and gutter. Private alleys will be 11' wide with 2.5' roll curb and/or border curb. Lateral street stubs are appropriately placed. Sidewalks are proposed for both sides of streets.



A dead-end extension is proposed at the end of Bower Terrace that should be removed as it will likely be used for parking. This dead-end would be better designed as an auxiliary parking lot.



Parking. The plans show the required parking plus approximately 75-overflow parking distributed throughout the townhome and single-family development areas. The apartment complex parking will be evaluated with a separate site plan submittal.



Minimum Lot widths. The minimum lot widths in the preliminary plat submittal are compliant with the PUD Master Plan and conditions.

Utilities. Water, sewer, electric will be Town of Smithfield. A new pump station is planned for the northwest corner of the site.

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 consistent with the adopted comprehensive plan and conditional zoning master plan.*
- 2. The plat complies with all applicable requirements of this ordinance; *The plan complies with all applicable requirements of this ordinance with conditions.*
- 3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. *There is adequate infrastructure.*
- 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 recommend approval of the Local 70 Residential Development preliminary plat, S-24-08, with 12 conditions.

- 1. The preliminary plat approval is contingent on approval of construction documents meeting all UDO regulations and PUD Master Plan & conditions of approval.
- 2. That required minimum street frontages be provided for all lots in the development consistent with the Rezoning Master Plan Approval.
- 3. Subdivision entrance signs be shown on the construction plans and that separate sign permits be obtained prior to sign construction.
- 4. Draft HOA declarations be submitted that incorporates the architectural standards and other PUD CZ conditions of approval. The HOA declarations shall be reviewed by the Town Attorney prior to approval.
- 5. That the stormwater ponds be aerated.
- 6. A separate site plan application shall be submitted for the apartment complex.
- 7. Eliminate the street stub adjacent to Lot 216.
- 8. Provide an 8' wide public multi-use trail along M. Durwood Stephenson Parkway and 5' wide public sidewalk along Booker Dairy Road.
- 9. That a 50' setback be maintained along M. Durwood Stephenson Parkway and 35' setback along Booker Dairy Road.
- 10. All trees in the public right of way shall be maintained & replaced when needed by a homeowners/property Owners Association.

- **11.** The homeowners association limit parking to one side of streets where street parking is allowed and that the parking stalls be marked in accordance with NCDOT Standards.
- **12.** The fence along Booker Dairy Road and along the Booker Dairy Plantation subdivision be a 6-foot high opaque fence.

RECOMMENDED MOTION:

"Move to approve Local 70 Residential Development preliminary plat, S-24-08, with twelve conditions contained in the staff report based on the finding of fact for preliminary plat approval"

Town of Smithfield Preliminary Plat Finding of Fact / Approval Criteria

Application Number: S-24-08 Project Name: Local 70 Residential Development Preliminary Plat

Request: Smithfield Growth, LLC is requesting a preliminary subdivision of 86.64 acres of land in the Local 70 PUD Zoning District into 209 detached single-family residential lots, 94 attached single-family townhouses and 324 apartment units. The property is located south of M. Durwood Stephenson Parkway, primarily east of Booker Dairy Road and north of Walmart on US 301 North, further identified as Johnston County Tax IDs 14057011X and 14057011Y.

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 another 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-24-08 with conditions:

- 1. 1. The preliminary plat approval is contingent on approval of construction documents meeting all UDO regulations and PUD Master Plan & conditions of approval.
- 2. That required minimum street frontages be provided for all lots in the development consistent with the Rezoning Master Plan Approval.
- 3. Subdivision entrance signs be shown on the construction plans and that separate sign permits be obtained prior to sign construction.
- 4. Draft HOA declarations be submitted that incorporates the architectural standards and other PUD CZ conditions of approval. The HOA declarations shall be reviewed by the Town Attorney prior to approval.

- 5. That the stormwater ponds be aerated.
- 6. A separate site plan application shall be submitted for the apartment complex.
- 7. Eliminate the street stub adjacent to Lot 216.
- 8. Provide an 8' wide public multi-use trail along M. Durwood Stephenson Parkway and 5' wide public sidewalk along Booker Dairy Road.
- 9. That a 50' setback be maintained along M. Durwood Stephenson Parkway and 35' setback along Booker Dairy Road.
- 10. All trees in the public right of way shall be maintained & replaced when needed by a homeowners/property Owners Association.
- 11. The homeowners association limit parking to one side of streets where street parking is allowed and that the parking stalls be marked in accordance with NCDOT Standards.
- 12. The fence along Booker Dairy Road and along the Booker Dairy Plantation subdivision be a 6-foot heigh opaque fence.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Preliminary Plat Application # S-24-08 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-24-08 is hereby:

____ approved upon acceptance and conformity with the following conditions:

- 1. The preliminary plat approval is contingent on approval of construction documents meeting all UDO regulations and PUD Master Plan & conditions of approval.
- 2. That required minimum street frontages be provided for all lots in the development consistent with the Rezoning Master Plan Approval.
- 3. Subdivision entrance signs be shown on the construction plans and that separate sign permits be obtained prior to sign construction.
- 4. Draft HOA declarations be submitted that incorporates the architectural standards and other PUD CZ conditions of approval. The HOA declarations shall be reviewed by the Town Attorney prior to approval.
- 5. That the stormwater ponds be aerated.
- 6. A separate site plan application shall be submitted for the apartment complex.
- 7. Eliminate the street stub adjacent to Lot 216.
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- 9. That a 50' setback be maintained along M. Durwood Stephenson Parkway and 35' setback along Booker Dairy Road.
- 10. All trees in the public right of way shall be maintained & replaced when needed by a homeowners/property Owners Association.

- 11. The homeowners association limit parking to one side of streets where street parking is allowed and that the parking stalls be marked in accordance with NCDOT Standards.
- 12. The fence along Booker Dairy Road and along the Booker Dairy Plantation subdivision be a 6foot high opaque fence.

____ denied for the noted reasons.

Decision made this 4th day of February 2025 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Town of Smithfield

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

Preliminary Subdivision Application General Information
Development Name Smithfield Growth 70
Proposed Use Residential
Property Address(es) Durwood Stevenson Pkwy
Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:
PIN#260410-47-7462
Project type? 🔳 Single Family 🔳 Townhouse 🔳 Multi-Family 🗌 Non-Residential 📋 Planned Unit Development (PUD)
OWNER/DEVELOPER INFORMATION
Company Name Smithfield Growth, LLC Owner/Developer Name Carter Keller
Address 1600 Colon Rd Sanford, NC 27330
Phone 910-728-5714 Email corey@carolinacommercialnc.com Faxn/a
CONSULTANT/CONTACT PERSON FOR PLANS
Company Name Summey Engineering Associates, PLLC Contact Name Christian Vestal
Address PO Box 968 Asheboro, NC 27204
Phone 336-328-0902 Email christian@summeyengineering.com Faxn/a
DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)
ZONING INFORMATION
Zoning District(s)
If more than one district, provide the acreage of each:
Overlay District?
Inside City Limits? 🔲 Yes 🔳 No
FOR OFFICE USE ONLY
File Number:Date Submitted:Date Received:Amount Paid:

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;

b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);

c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;

d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;

e) A statement showing the proposed density of the project with the method of calculating said density shown;

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

g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);

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

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

j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;

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

	STORMWATE	R INFORMATION		
Existing Impervious Surface 0 ac	acres/sf	Flood Hazard Area	Yes	 No
Proposed Impervious Surface 55 ac +/-	acres/sf	Neuse River Buffer	📕 Yes	No
Watershed protection Area Yes 🛪	No No	Wetlands	Yes	No No
If in a Flood Hazard Area, provide the FEMA Ma	p Panel # and Base	Flood Elevation 3720	260400K/2	2604
	NUMBER OF LC	TS AND DENSITY		
Total # of Single Family Lots 209		Overall Unit(s)/Acre Der	nsities Per Zoning	; Districts
Total # of Townhouse Lots 94		Acreage in active open	space 1.6 ac	}
Total # of All Lots 303		Acreage in passive ope	n space 16.0	ac
324 apartment units	· · · · · · · · · · · · · · · · · · ·	<u> </u>		
627 total residential				
SIGNATU	E BLOCK (Appl	cable to all developn	nents)	
I hereby designate Corey Mabus/Christ respond to administrative comments, to resubr application. I/we have read, acknowledge, and affirm that th proposed development use. Signature	nit plans on my bei	nalf, and to represent me rming to all application re Date Date	in any public me	eting regarding this icable with the
	REVIEV			
Major Subdivision (Submit 7 paper copi		on CD) \$500.00 + \$5.0	0 a lot	
File Number:Date Submitte		Date Received:	Amour	1t 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.	х
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.	х
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).	х
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, rockoutcrops, ponds or lakes, streams or stream beds and any other natural features affecting thesite.	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).	х
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.	x xx
(2) Evidence that the subdivider has obtained such approval.	
The location and dimensions of all:	
Utility and other easements.	х
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.	х
The site/civil plans for utility layouts including:	
Sanitary sewers, Invert elevations at manhole (include profiles).	х
Storm sewers, invert elevations at manhole (include profiles).	х
Best management practices (BMPs)	х
Stormwater control structures	х
Other draInage facilities, if any.	х
Impervious surface ratios	х
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	x
Gas lines.	х
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.	×
Linear feet in streets and acreage.	×
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.	×
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 OI	FICE 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;

The proposed Local 70 subdivision plan will strive to be consistent with the adopted plans and policies of the town. This development will be consistent with the previously approved CZ-24-02 PUD

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

The proposed Local 70 subdivision plan will comply with all applicable requirements of the ordinance.

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

The Town of Smithfield has existing infrastructure in place to support this proposed plan. Water supply, sanitary sewer, and DOT permits will be obtained prior to final completion of plat and CO's

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

The proposed Local 70 subdivision will not be detrimental to the surrounding properties or neighborhoods. Adequate buffers, stormwater retention, and provided open spaces will keep this development harmonilous with the surrounding developments.

Smithfield Local 70 Preliminary Plat Narrative

Local 70 is a new, 163-acre, community within the Town of Smithfield, North Carolina. The community will be comprised of single-family homes for sale, a multi-family apartment complex, retail offerings, potential office space and potential industrial space. The community benefits from the existing M. Durwood Stephenson Parkway bifurcating the site to provide access to north side and south side of Local 70. The residential component will exist on the south and east side of M. Durwood Stephenson Parkway.

The Local 70 Preliminary Plat single family residential project is part of a mixed-use community (CZ 24-02) which has been guided by the current town of Smithfield zoning map and future land use plan.

The current preliminary plat design reflects a total of 16,019 +/- linear feet of roadway. This roadway is both a mixture of public right-of-way and private streets. All streets are proposed in accordance with the design standards adopted and approved for the CZ-24-02 plan. The plat also shows a total of 20,579 LF +/- of sidewalk, 3,981 LF +/- of trails with common open space and access.

The Town of Smithfield will provide both water and sewer service to the proposed development. The new water supply system will connect to the existing system in 4 locations. The new water system will contain 16,600 +/- LF of public extension. The new sewer system will connect to the existing public main in one location and will consist of 11,754 +/- LF of gravity sanitary sewer, 1 Pump station, and 1,835 +/- LF of force main.

The residential component of the community will have a master homeowners association governing the open space and for-sale residential homes. There will be two sets of design guidelines for the community. The first set of design guidelines is for new construction and will be applied to the residential homes and the apartment complex. The guidelines will be administered by a Design Review Board (DRB) set up by the developers of Local 70. The design guidelines coupled with the Design Review Board will insure that all design elements presented to the Town of Smithfield Planning Board and Town Council will be enforced. Such items include insuring that no vinyl siding will be allowed on the for-sale residential homes, appropriate screening, building setbacks (lot fit) and building heights. The DRB will also review the architectural submittals for the multifamily buildings and similar review of exterior building materials, massing, and access.

The Homeowners Association will have responsibility for the maintenance of all public open space and amenities provided in the landscape.



Local 70 Preliminary Plat

File Number: PUD S-24-08

Project Name: Local 70

Location: Booker Dairy Rd M. Durwood **Stephenson Pkwy**

Tax ID#: 14057011X 14057011Y

Existing Zoning: PUD

Owner/Applicant: Smithfield Growth, LLC

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	Sheet List Table
Sheet	
Number C-1	COVER
C-1.1	GENERAL NOTES
C-2.1	EXISTING CONDITIONS
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C-3.3	Y PL
C-3.4	Ч РГ Х РГ
C-3.5 C-3.6	SITE & UTILITY PLAN 4 SITE & UTILITY PLAN 5
C-3.7	ENTRANCE
C-3.8	ENTRANCE
C-3.9 C-3.10	ENTRANCE
C-3.11	ENTRANCES CROSS SECTIONS
C-3.12	ENCROACHMENT PLAN
C-4.1	EROSION CONTROL PLAN
C-4.2 C-6.1	EKOSION CONTROL PLAN OVERALL PLAN & PROFILE
C-6.2	KAYAK STREET PLAN AND PROFILE
C-6.3	BLOOM STREET PLAN AND PROFILE
C-6.4	BOWER TERRACE PLAN AND PROFILE 1
C-0.5 C-6.6	LOCAL WAY AVENUE PLAN AND PROFILE 2
C-6.7	LOCAL WAY AVENUE PLAN AND PROFILE 2
C-6.8	PLA
C-6.9	SANDHILL LANE PLAN AND PROFILE
C-6.11	PLAN A FILE 1
C-6.12	PLAN AND PROFILE 2
C-6.13	PLAN AND PROFILE 3
C-6.14	BUNTING COURT & GOLDFINCH LANE PLAN AND PROFILE
C-6.15	WISE LANE PLAN AND PROFILE
C-6.16	MCCALL LANE & SPARROW LANE PLAN AND PROFILE
C-6.17	MEADOW GRASS STREET PLAN AND PROFILE
	BELLE STREET PLAN AND PROFILE WINGO LANE & ROWING STREET PLAN AND
C-6.2U C-6.21	RUWING STREET & TRAIL HEAD LANE PLAN AND BLUESTEM STREET & TRAIL HEAD LANE PLAN AND
C-0.21 C-6.22	OFILE
C-6.23	CASTING LANE PLAN AND PROFILE
C-7.1	GRADING & DRAINAGE OVERAL
C-7.2	GRADING & DRAINAGE
C-7.3 C-7.4	GRADING & DRAINAGE GRADING & DRAINAGE
C-7.5	GRADING & DRAINAGE
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C-8.1	raiton lay
C-8.2	8.2 PUMP STATION AND FORMCEMAIN DETAILS street details 1
C-9.2	STREET DETAILS 2
C-9.3	WATER DETAILS
C-9.4	WATER DETAILS 2
C-9.5	WATER DETAILS 3
C-9.7	SANITARY SEWER DETAILS 1 SANITARY SEWER DETAILS 2
C-9.8	SANITARY SEWER DETAILS 3
C-9.9	
C-9.10	EROSION CONTROL DETAILS 1
с-9.11 L-1	EKUSIUN CUNTRUL DETAILS Z OVERALL LANDSCAPE PLAN
LA-1	LANDSCAPE PLAN - BLOWUP
LA-2	APE PLAN
LA-3	LANDSCAPE PLAN - BLOWUP
LA-5 LA-5	LANDSCAPE PLAN - BLOWUP

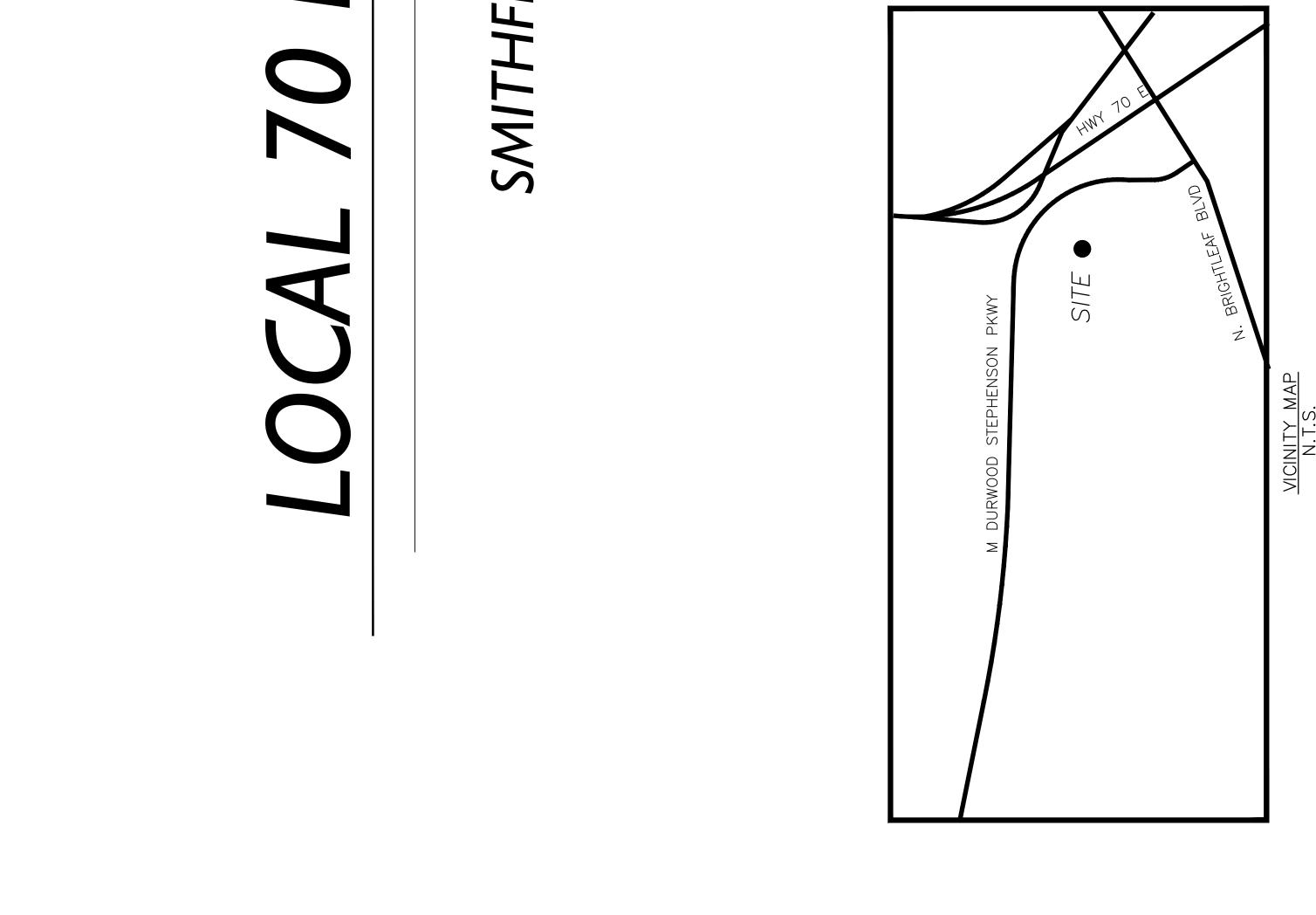
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SUBDIVISION DEVELOPMENT PLANS

FOR

THFIELD - JOHNSTON COUNTY - NORTH CAROLINA M DURWOOD STEPHENSON PKWY

PROJECT NO.: E-9516 SEPTEMBER 2024



Summey Engineering Associates, PLLC Engineering - Land Planning - Consulting P.O. Box 968 ph: (336) 328-0902

email: info@summeyengineering.com

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BY: SUMMEY

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THE LOCATION OF ALL EXISTING CONTRACTOR ON HIS

TOR TO ASSUME FULL SITE OR AUTHORITY.

WRITING PRIOR TO

OTHERWISE IN

UTILITY NOTES: (IF APPLICABLE)

- UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM THE BEST AVAILABLE SOURCE AND MAY OR MAY NG GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LOCATIONS OF EXISTING UTILITIES AND IS RESPON PUBLIC OR PRIVATE, SHOWN HEREON OR NOT SHOWN HEREON. ANY REPAIRS SHALL BE DONE TO THE SATISFAC THE GENERAL CONTRACTOR SHALL CONFIRM ALL NEW UTILITY TAP LOCATIONS WITH THE UTILITY OWNERS. ALL F CONTRACTOR OR GENERAL CONTRACTOR. <u>.</u>
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 - ELECTRICAL ENGINEERING SITE PLAN FOR LOCATION OF ALL SITE LIGHTING AND REQUIREMENTS SEE ALL m. 4.
 - IN ROA NEW LOT LIGHTS AND THE MAIN IDENTIFICATION SIGN SHALL HAVE A MINIMUM 10 FEET CLEARANCE FROM ERAL CONTRACTOR IS RESPONSIBLE FOR PERMITS AND/OR APPROVALS NECESSARY FOR ANY WORK IN RO MUM COVER FOR CONDUITS SHALL BE 36" UNLESS OTHERWISE SHOWN OR NOTED IN THESE PLANS. GENERAL ю. Ю.
 - MINIMUM
- THE STATE CONSTRUCTION SAFETY OF AFTER PAVING. GRADE MANHOLES, VALVES, AND MONUMENT FRAMES SHALL BE SET TO FINISH CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF TH MANHOLES, THE ALL ø. ۲.
- ACCORDANCE WITH OSHA. THE MINIMUM SLOPE FOR SANITARY SEWER LINES SHALL BE AS FOLLOWS: 1) 1/4"/FT FOR 4" LINES AND 2) 1, 4" CLEANOUTS SHALL BE PLACED AT 50' INTERVALS PLACED AT 75' INTERVALS. <u>.</u>
 - SEWER LINES SHALL HAVE A FINAL COVER DEPTH 4'-O IN NON-TRAFFIC AREAS AND 5'-O MINIMUM IN TRA ERWISE ON THE PLANS. OTHERWISE ALL 10.
- CABLE TV SERVICE ROUTING IS NOT PART OF THIS PLAN, CONTRACTOR TO COORDINATE WITH CABLE COMPANY. EXISTING MANHOLES SHOULD BE FIELD VERIFIED FOR RIMS AND INVERTS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL INSPECTIONS, CERTIFICATIONS, EQUIPMENT, ETC. THAT MAY THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THIS CONSTRUCTION MEANS/METHODS ASSOCIATED WITH 12.
 - 13.
- OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CF EXCAVATIONS EXCEEDING 5 FEET IN DEPTH. 14. 15.
- EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY
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 WATER PIPING SHALL BE CONNECTED TO BUILDING STUBS, VERIFY LOCATIONS PRIOR TO BEGINNING WATER PIPE
 WASTE PIPING SHALL BE CONNECTED TO BUILDING STUBS, VERIFY LOCATIONS AND INVERTS PRIOR TO BEGINNING
- AND C UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL MUNICIPALITY PUBLIC WORKS STANDARDS. 20.
- 21. SITE UTILITY CONTRACTOR TO PROVIDE WATER AND SANITARY SEWER TO WITHIN 5 FEET OF THE BUILDING, CON CONNECTIONS WITH THE ARCHITECTURAL BUILDING PLANS.
 22. SANITARY CLEANOUTS SHALL BE PLACED NO MORE THAN 75 FEET APART. CLEAN OUTS LOCATED IN PAVEMENT

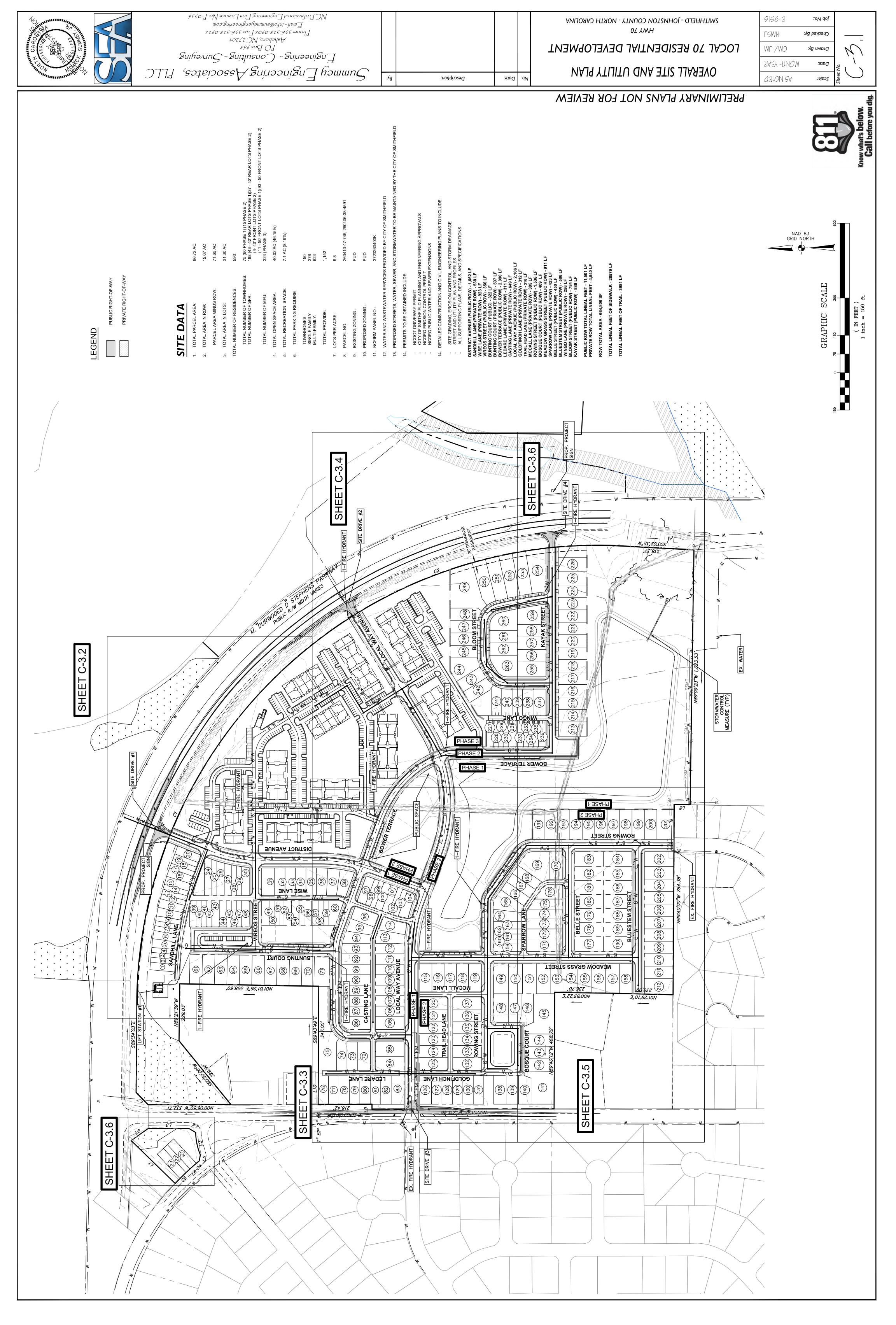
 - TRAFFIC RATED CONSTRUCTION. 23. CONNECTION OF SANITARY SEWER SERVICE TO AN EXISTING MANHOLE SHALL COMPLY WITH THE LOCAL MUNICIP, CORE DRILL FOR OPENING INTO MANHOLE AND INSTALL WITH FLEXIBLE BOOT. IF PAVEMENT CUT IS REQUIRED, C SECTION TO MATCH EXISTING PAVEMENT
 - CONSERVATION, HANDICAPPED ACCESSIBILITY, NATIONAL ELECTRICAL CODES, AND NATIONAL FIRE PROTECTION A BY THE AUTHORITIES HAVING JURISDICTION AND LATEST VERSION OF NC DOT POLICIES & PROCEDURES FOR AC SHALL BE GOVERNED BY THE LATEST EDITIONS OF THE STATE MECHANICAL, PLUMBING, ELECTRICAL, -OF-WAY. ALL WORK **RIGHTS** 24.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE OR SCHEMATIC. THE LOCATIONS AVAILABLE RECORDS, CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES AN COVER AND CLEARANCES PRIOR TO CONSTRUCTION AND REPORT ANY CONFLICTS TO THE ENGINEER. CONTRACTOR SHALL CALL 811 AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENTLY. 25. LOCATIONS OF
- 26.
- 27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR RELOCATION OF ALL EXISTING UTILITIES
 - AGENCY, OR COMPANY. 28. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL LOCATION AND AVAILABILITY OF ALL EX TO GROUND BREAKING. 29. ALL UTILITIES MUST BE LOCATED UNDERGROUND AND COORDINATED WITH THE LOCAL MUNICIPALITY
 - OR LOCAL

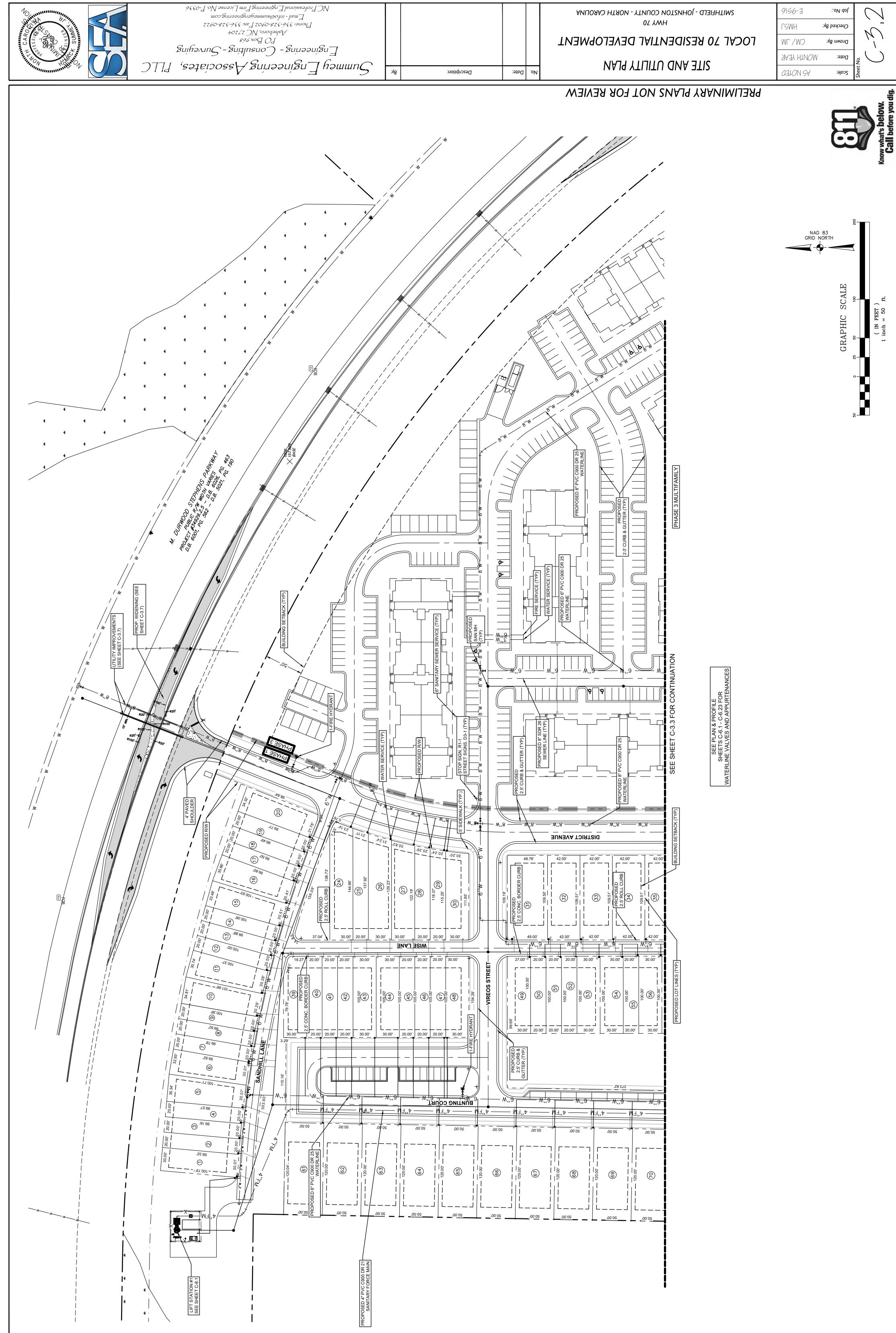
SITE NOTES: GENERAL

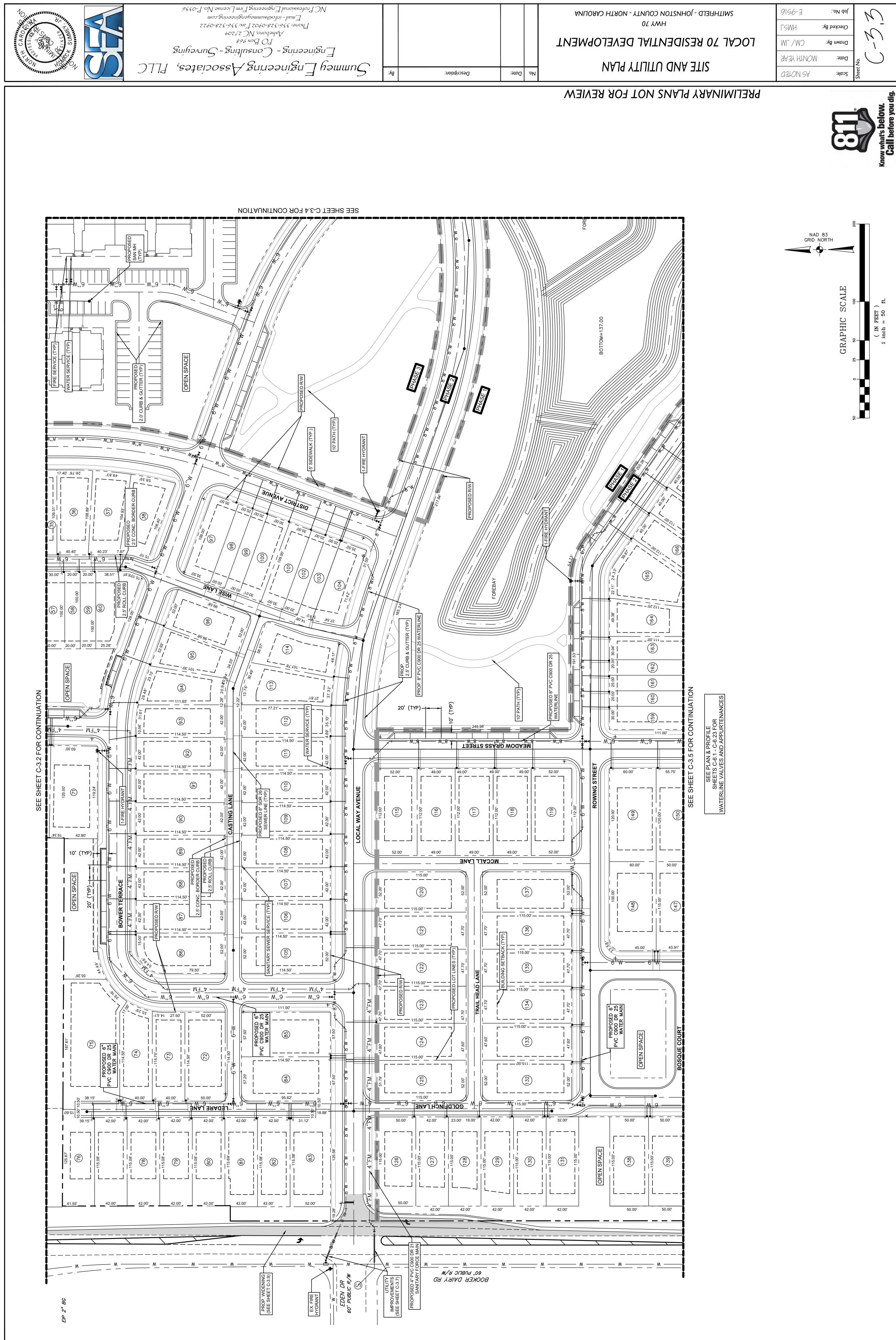
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 - THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE AVAILABLE INFORMATIOI SHALL VERIFY THE EXACT LOCATION OF UTILITIES WITH THE UTILITY OWNERS PRIOR TO COMMENCEMENT ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE AND LOCAL COE м.
- ANY DISCREPANCY IN THIS PLAN, ARCHITECTURAL PLANS, AND/OR ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREIN BEFORE BEGINNING CONSTRUCTION.
 - WORKING IN THESE AREAS. ACCESS TO UTILITIES, FIRE HYDRANTS, STREET LIGHTING, ET, SHALL REMAIN UNDISTURBED, UNLESS COORDINATED WITH SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES, AND R.O.W.'S. PUBLIC OR PRIVATE, PRIOR THE CONTRACTOR . 0 <u>ю</u>.
 - DO NOT ~
- THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL DUE TO CONSTRUCTION SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION. ω̈́
- OPERATIONS. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURBS AND GUTTERS, ROADSIDE DRAINAGE DITCHES, AN OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MATTER AS A RESULT OF CONSTRUCTION SHALL BE WITH THE SPECIFICATIONS REPLACED OR REPAIRED IN ACCORDANCE
 - CONSTRUCTION ALL PERMITS RELATIVE TO PROJECT MUST BE OBTAINED PRIOR TO CONSTRUCTION. ALL CONSTRUCTION. ALL CONSTRUCTION ACCORDANCE WITH PERMITS ISSUED AND APPLICABLE TO STATE, COUNTY, AND LOCAL CODES. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES. TH UTILITIES IS NOT NECESSARILY SHOWN ON PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. 10. <u>.</u>
- INITIATIVE AND AT NO EXTRA COST SHALL HAVE LOCATED ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF ITEMS SUCH AS PIPE OR OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO UNDERGROUND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO UNDERGROUND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO UNDERGROUND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL NONSUBSCRIBING UTILITIES. THE CONTRACTOR(S) SHALL CALL 811 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 5 WORKING DAYS PRIOR TO ANY DIGGING. THE
 - TO BE INSTALLED TO NCDEQ REQUIREMENT & STANDARD PRACTICES. SEEDING 1.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY CAUSE THE CONTRAC AUTHORITIES. FAILURE OF THE CONTRACTOR TO FOLLOW THIS PROCEDURE SHALL CAUSE THE CONTRA RESPONSIBILITY FOR ANY SUBSEQUENT MODIFICATION OF THE WORK MANDATED BY ANY REGULATORY 12.
 - VISIT SITE AND BRING TO THE ENGINEER'S ATTENTION IN WRITING ANY PROBLEMS OR DISCREPANCIES WITH THE TO CONSTRUCTION. PROJECT PRIOR 13.
- "VERIFY" DIMENSIONS NOTED ON PLANS. REPORT ANY DISCREPANCIES TO THE ENGINEER IN ANY FURTHER CONSTRUCTION. CHECK ALL 14.
- 15. USE THE ARCHITECT'S DRAWINGS FOR BUILDING DIMENSIONS.

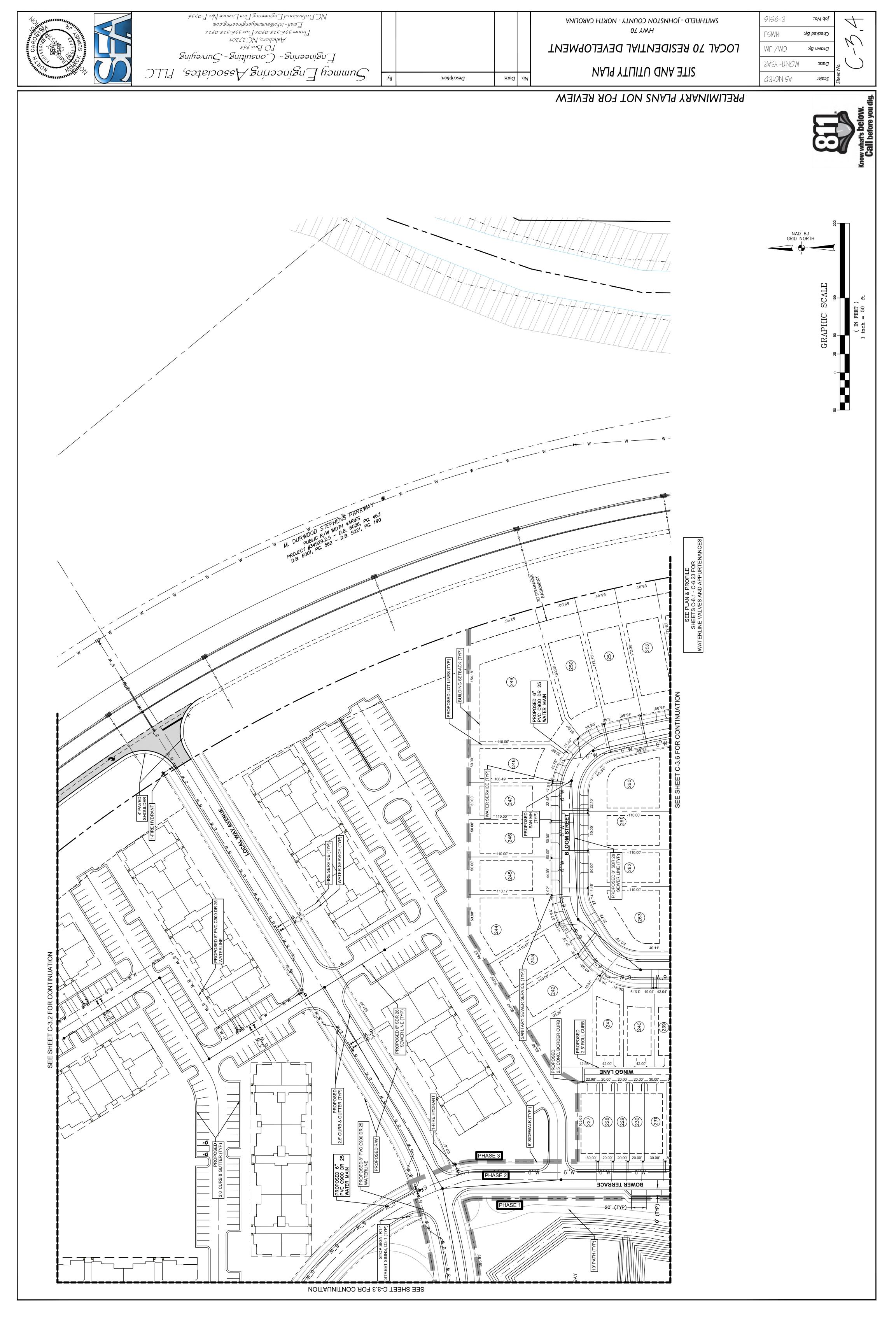
CONTRACTOR NOTES:

- ALL DIMENSIONS AND RADII ARE OUTSIDE FACE OF BUILDING OR TO FACE OF CURB, OR TO THE CENTER OF ..
- STRUCTURES SUCH AS INLETS, SIGN POSTS, ETC., UNLESS OTHERWISE NOTED. CONTACT ENGINEER FOR OBSERVATION OF CONSTRUCTION RELATED TO REQUIRED FEDERAL, STATE, OR LOCAL CERTIFICATIONS INCLUDING BUT NOT LIMITED TO PROOF ROLL AND ASPHALT PLACEMENT. PROVIDE 24 HOUR NOTICE TO ENGINEER FOR REQUIRED CONSTRUCTION OBSERVATION RELATED TO CERTIFICATION OF ROADWAY, WATER SYSTEM, ц
- KEEP ALL PLANTING AND GRASS AREAS FREE OF DEBRIS, STONES, CONSTRUCTION MATERIALS, ETC., RESPONSIBLE FOR NOT DAMAGING EXISTING PLANTING TO REMAIN. PAVEMENT, ETC. m.
 - THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING ALL UNDERGROUND UTILITIES WHETHER SHOWN ON THE SITE PLAN OR NOT. THOSE SHOWN ARE BASED ON THE SURVEY PROVIDED AND MAY NOT BE ALL INCLUSIVE. CONTACT UTILITY LOCATION SERVICE OR OTHER APPROPRIATE UTILITY LOCATION SERVICE FOR UTILITY IDENTIFICATION PRIOR TO ANY WORK. CONTRACTOR TO PROTECT ALL UTILITIES TO REMAIN TYPICAL. CONTACT ALL UTILITY COMPANIES TO INSURE THE
 - AS NECESSARY AFTER CONNECTION OF PROPOSED UTILITIES. UTILITIES ARE SHUT DOWN PRIOR TO THE START OF ANY DEMOLITION AND/ OR SITE WORK. PATCH / REPAIR STREETS, STRUCTURES, ETC. AS NECESSARY AFTER CONNECTION OF PROF ю. Ю.
- CIVIL/SITE CONTRACTOR SHALL FIELD VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL UTILITIES PRIOR TO SEE PLAN SET FOR PROPOSED GRADES AND EROSION CONTROL. 7
- . CIVIL/SITE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE LOCAL AND ARCHITECT PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CALL 811 PUBLIC WORKS PRIOR TO ANY CONSTRUCTION ON STREET ANY CONSTRUCTION. TO COMMENCEMENT OF CONTRACTOR SHALL NOTIFY THE LOCAL MUNICIPALITY 5 WORKING DAYS HOURS PRIOR CONSTRUCTION. MUNICIPALITY ю.
 - RIGHTS-OF WAY ARE TO BE IN ACCORDANCE WITH THE LOCAL ANY CONSTRUCTION WITHIN THE LOCAL MUNICIPALITY – WAY Ģ **RIGHTS-**<u>.</u>
- MUNICIPALITY STANDARDS AND SPECIFICATIONS REGARDING MATERIALS, INSTALLATION, AND TESTING, UNLESS OTHERWISE THE CONTRACT DOCUMENTS. ANY CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL BE PROTECTED WITH SIGNAGE AND TRAFFIC SAFETY DEVICES IN ACCORDANCE WITH THE NORTH CAROLINA STANDARDS AND GUIDELINES ALSO THE CONTRACTOR SHALL HAVE "UTILITY WORK AHEAD" SIGNS LOCATED AT ALL LOCATIONS WHEN
 - RIGHTS-OF-WAY. THE ENTERING <u>1</u>0.

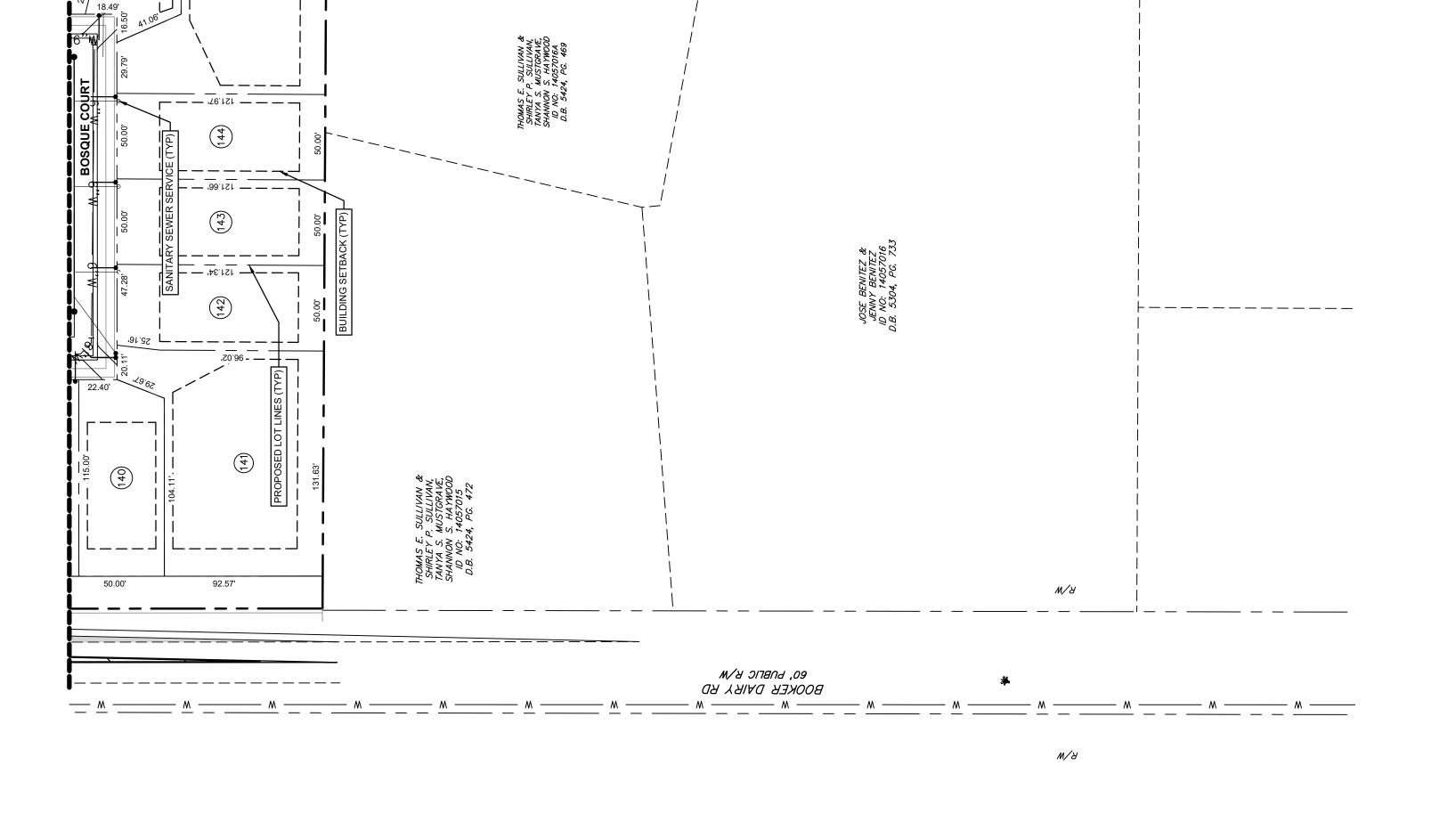


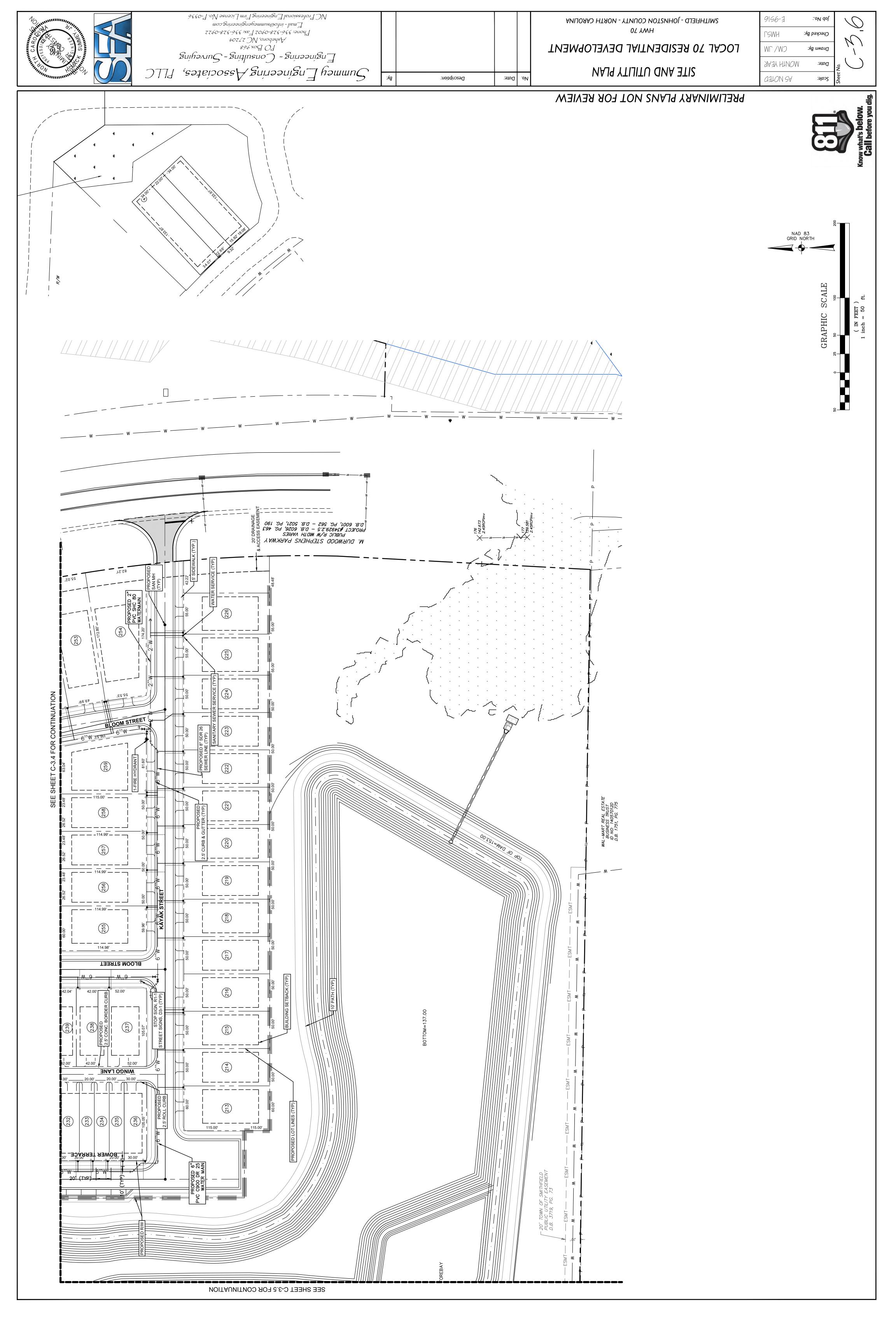


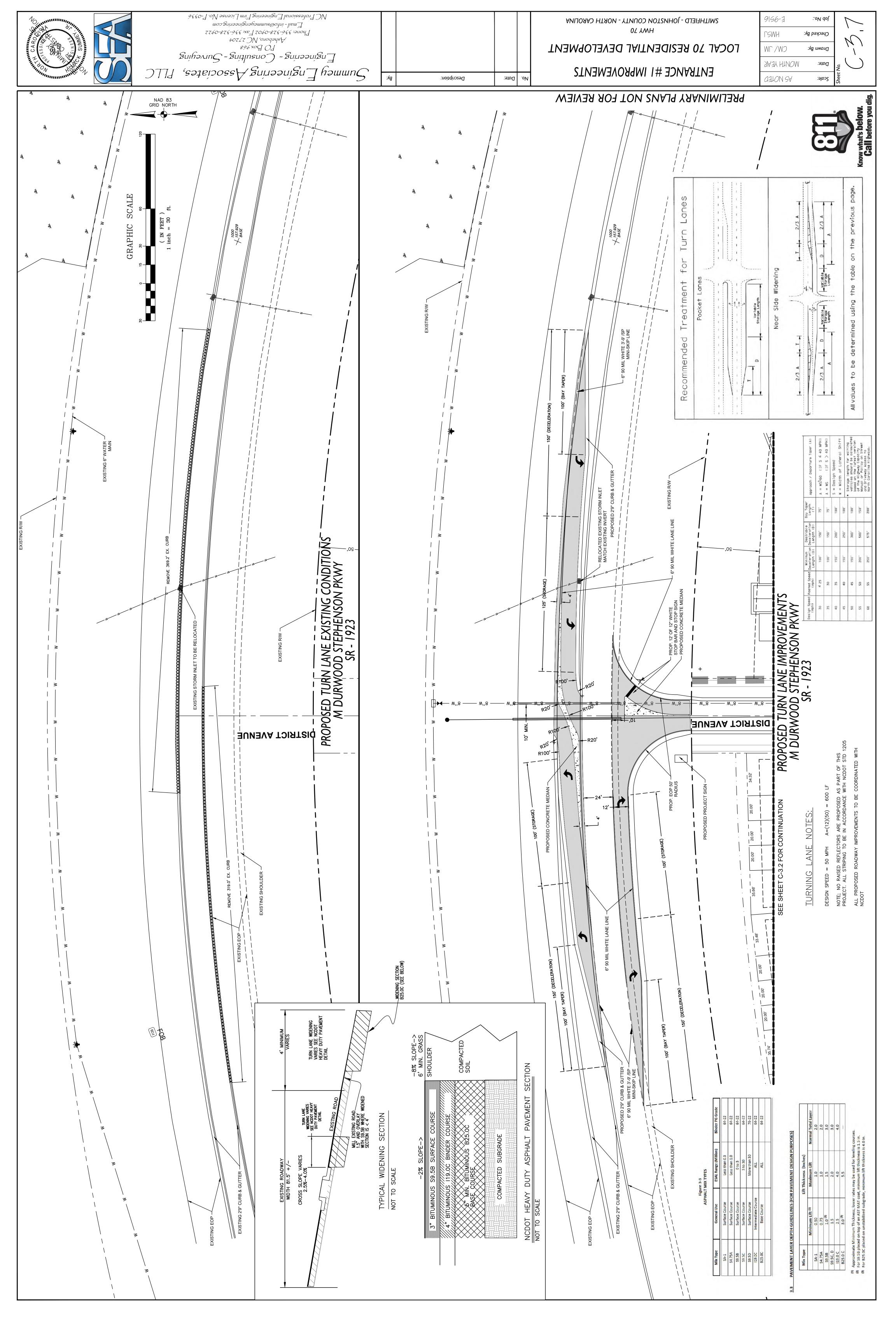


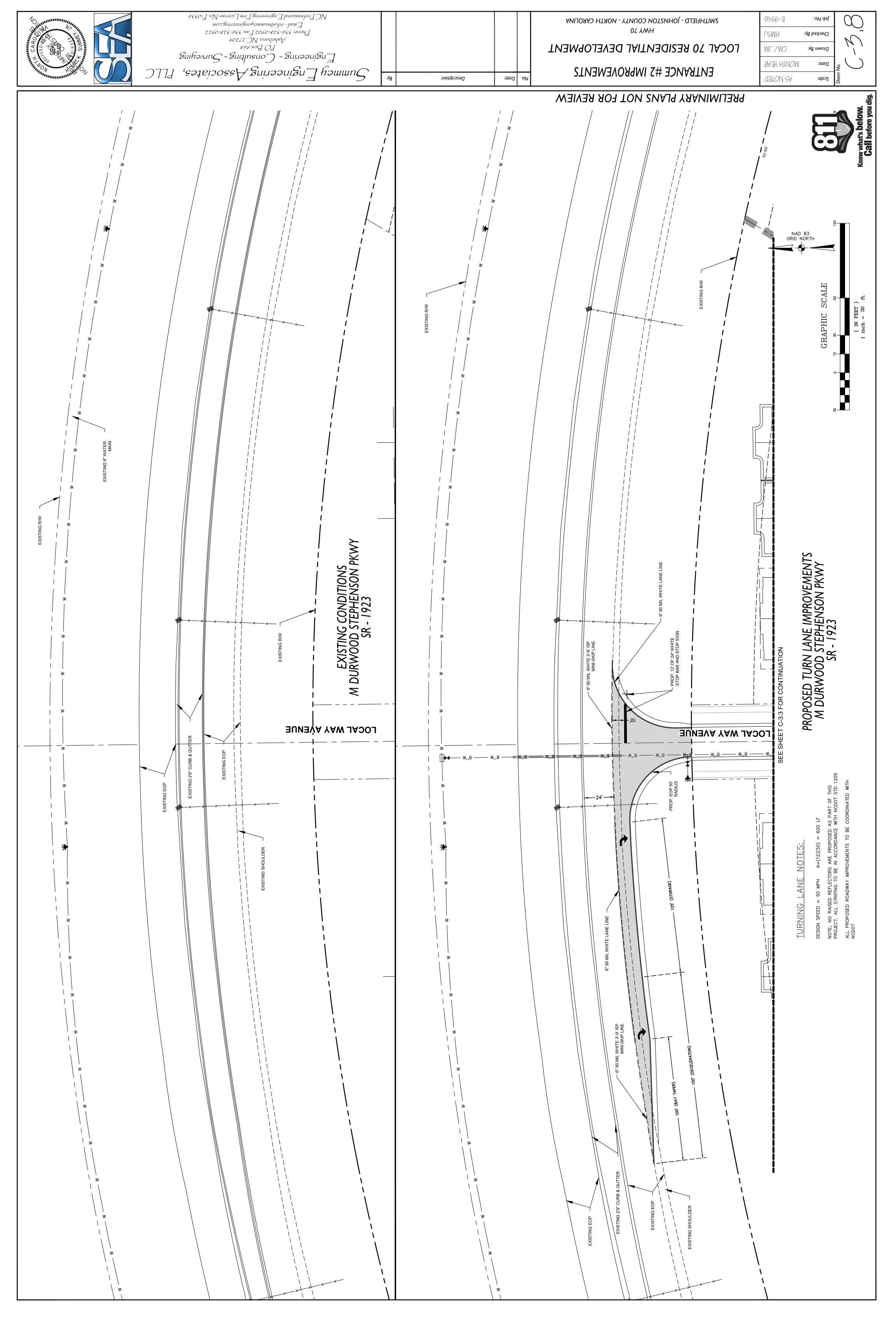


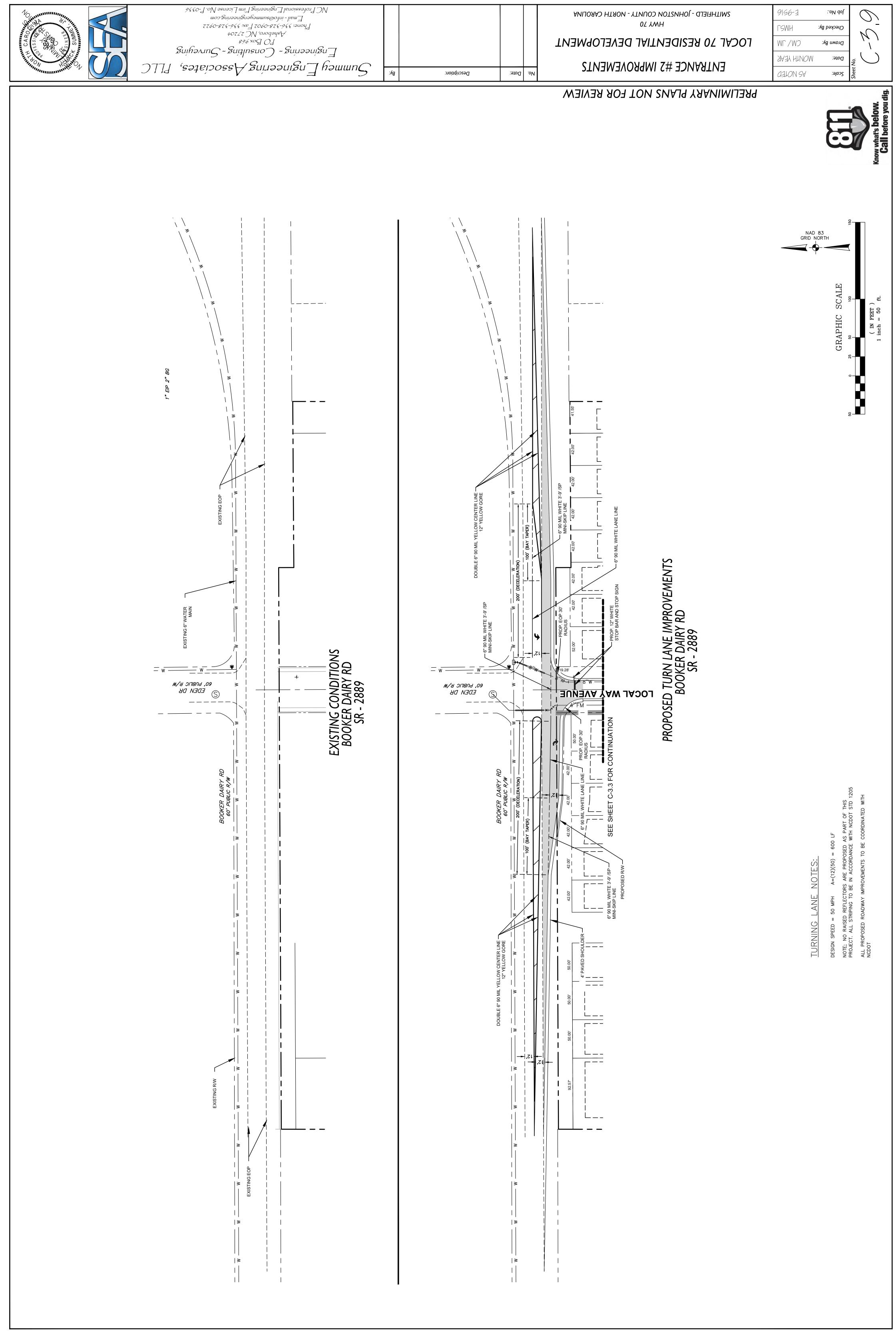


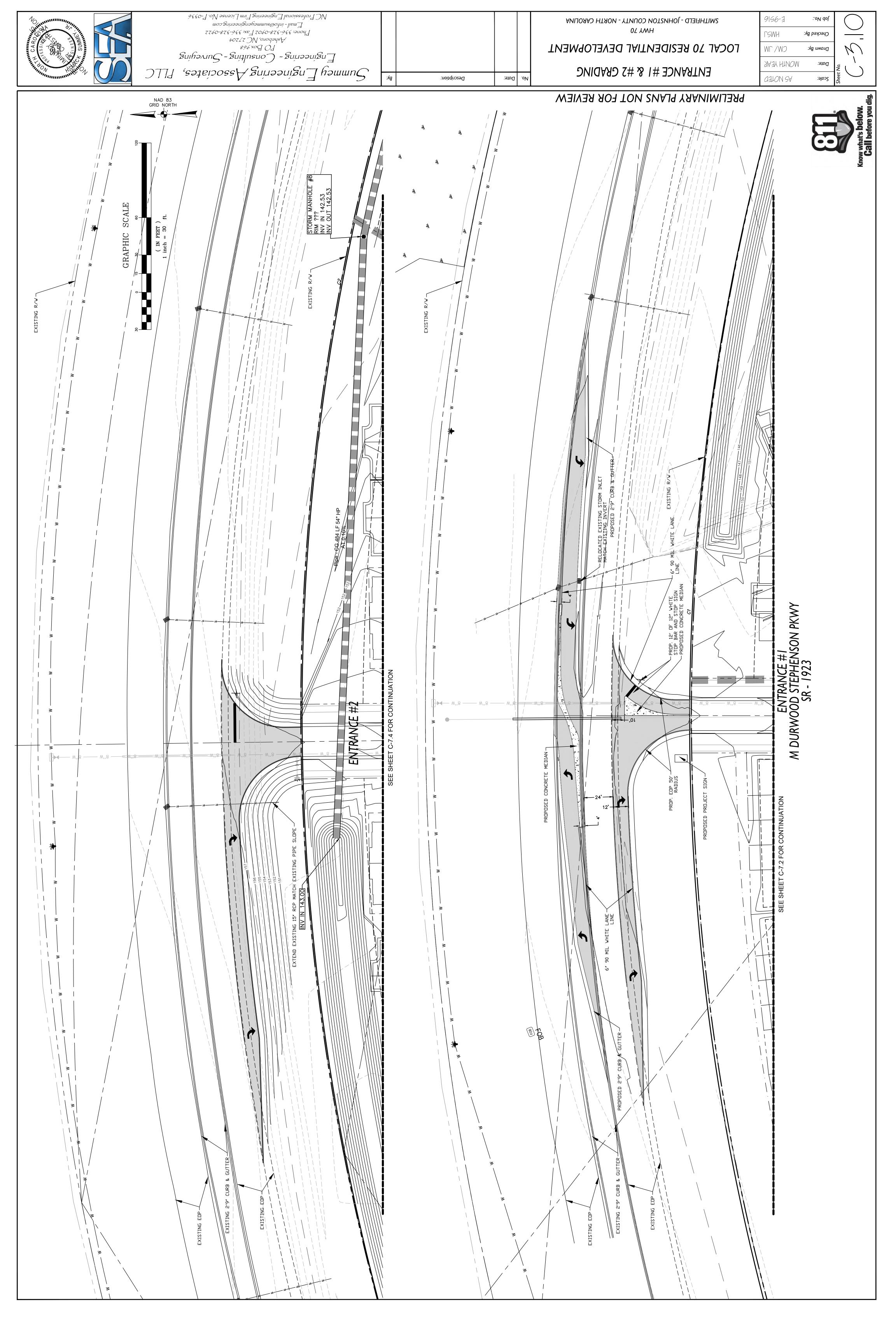


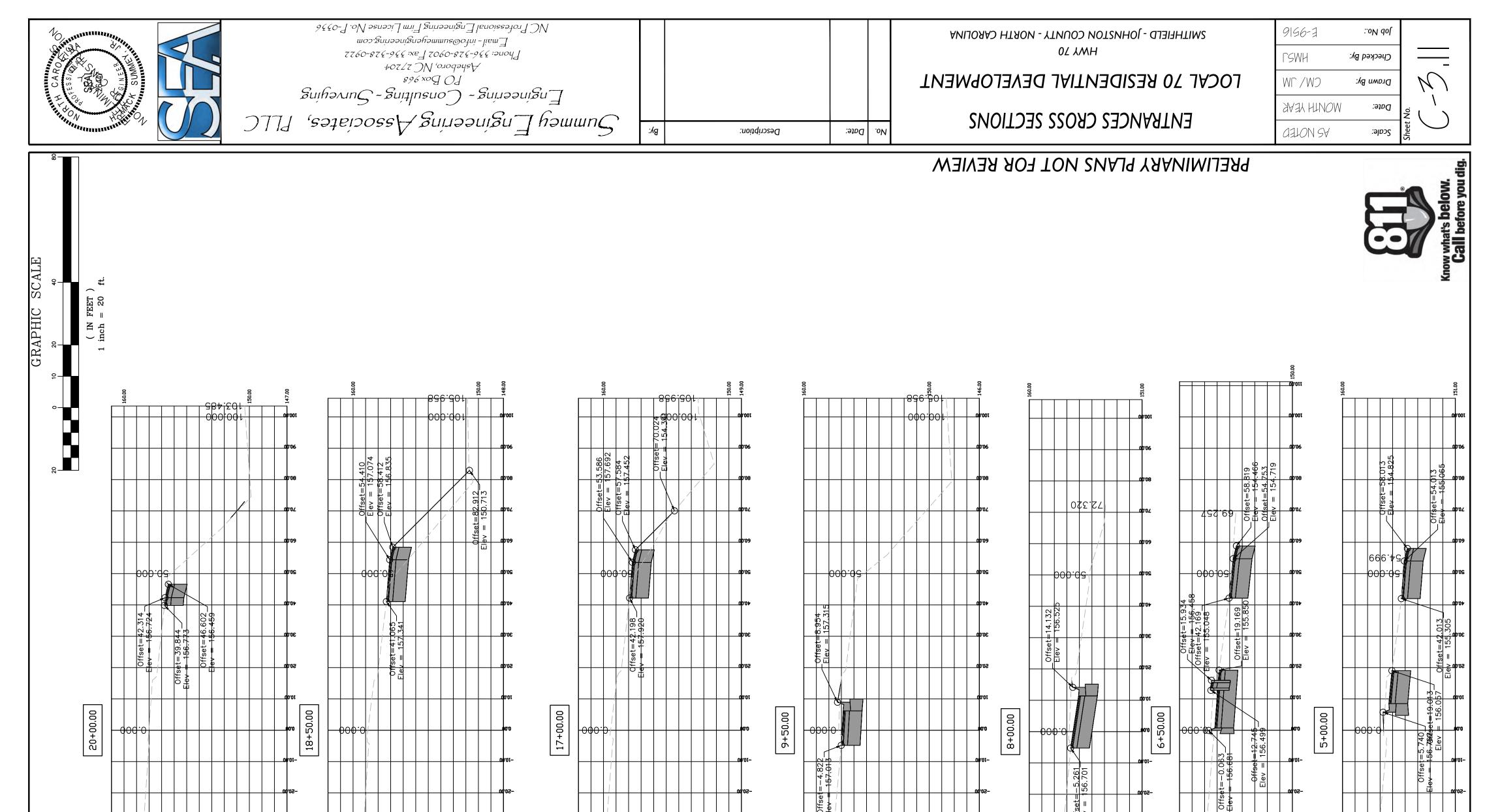






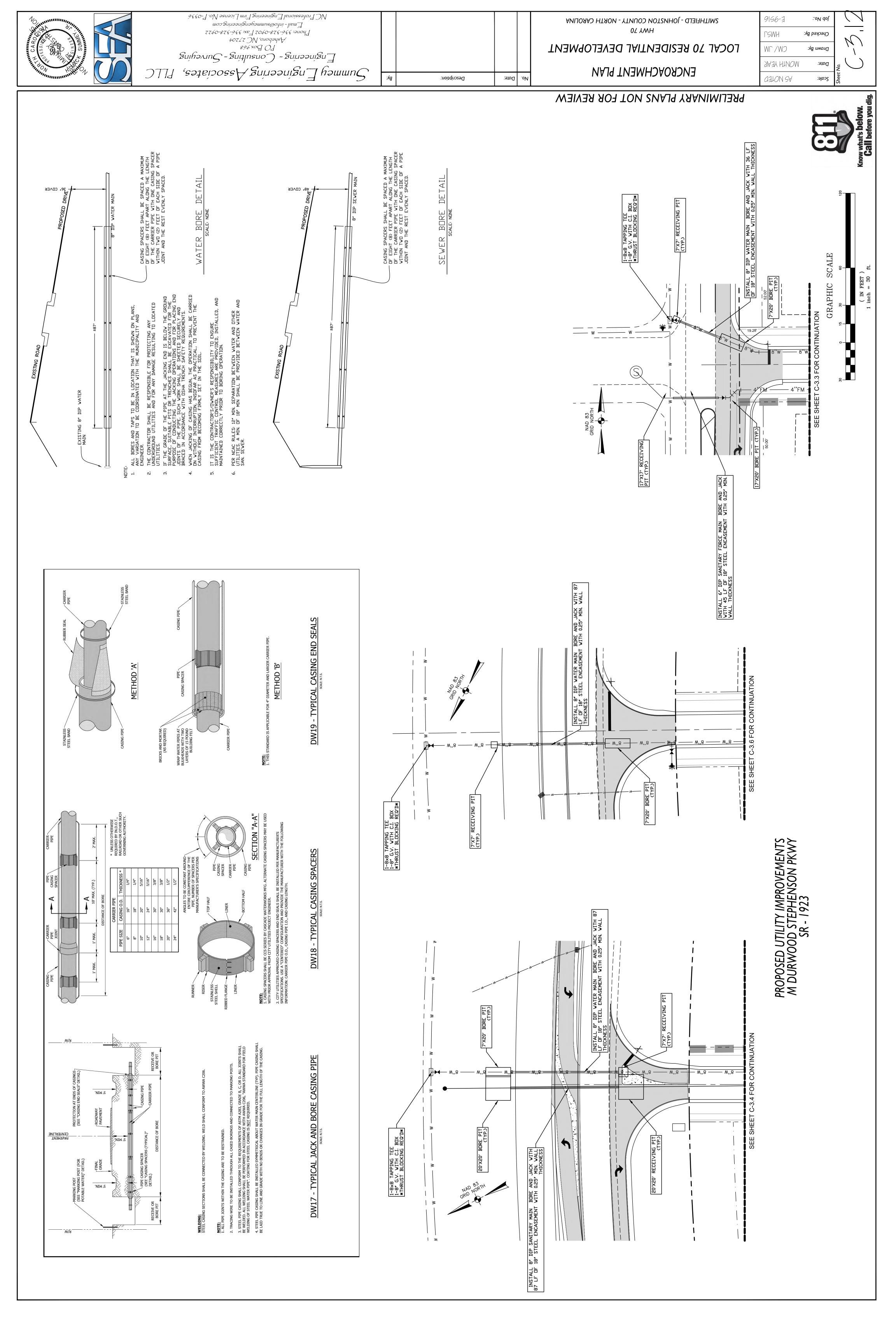


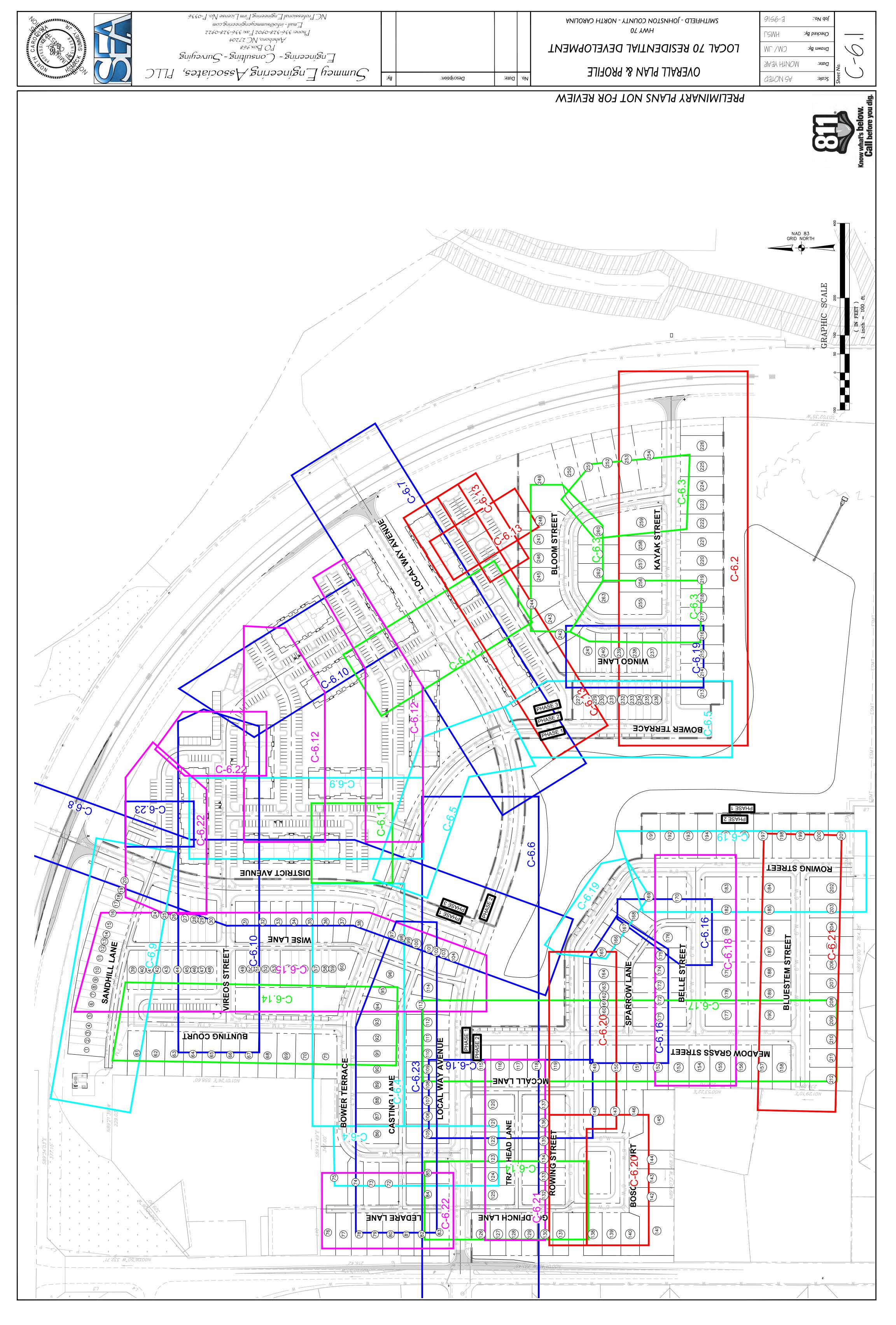


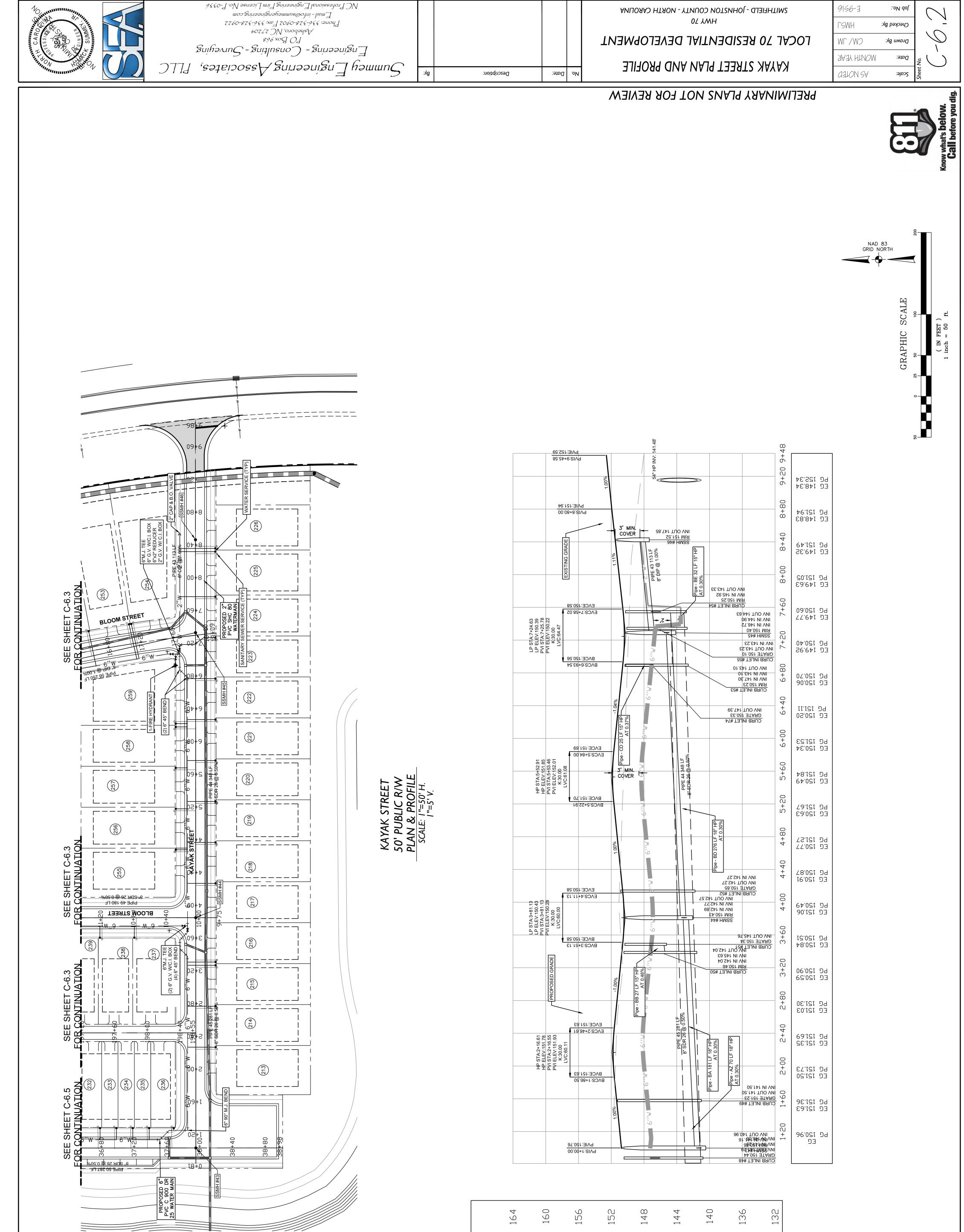


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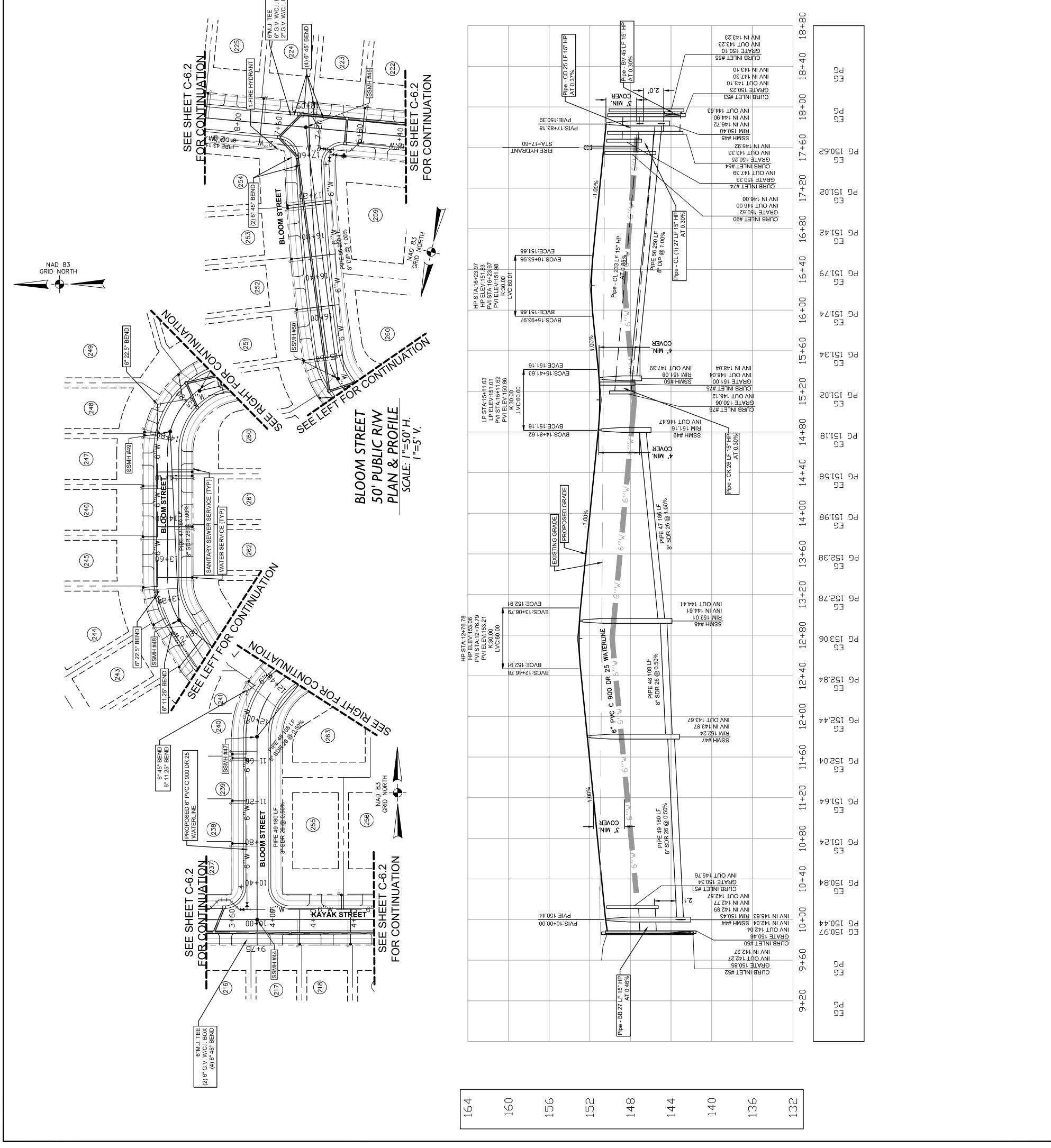


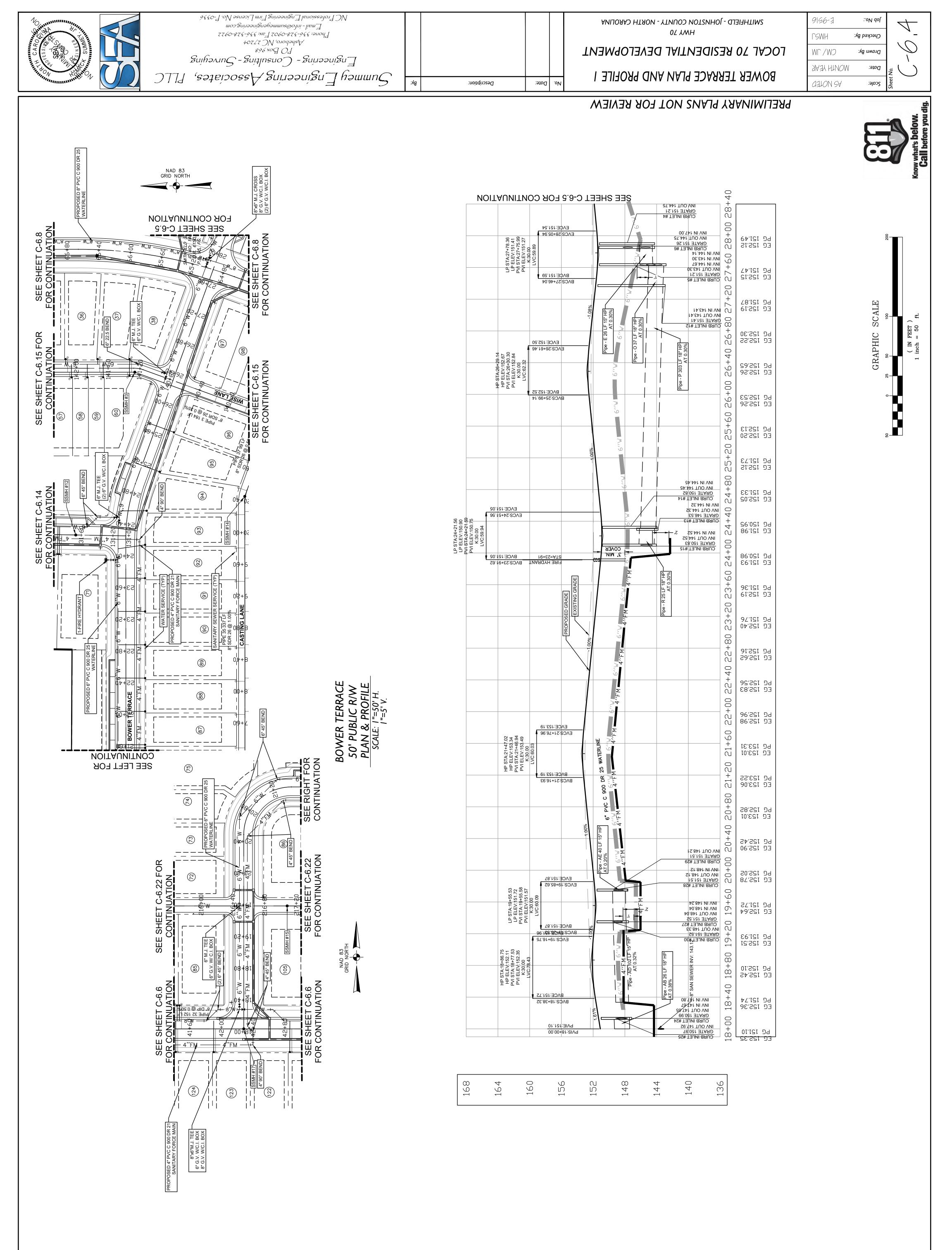


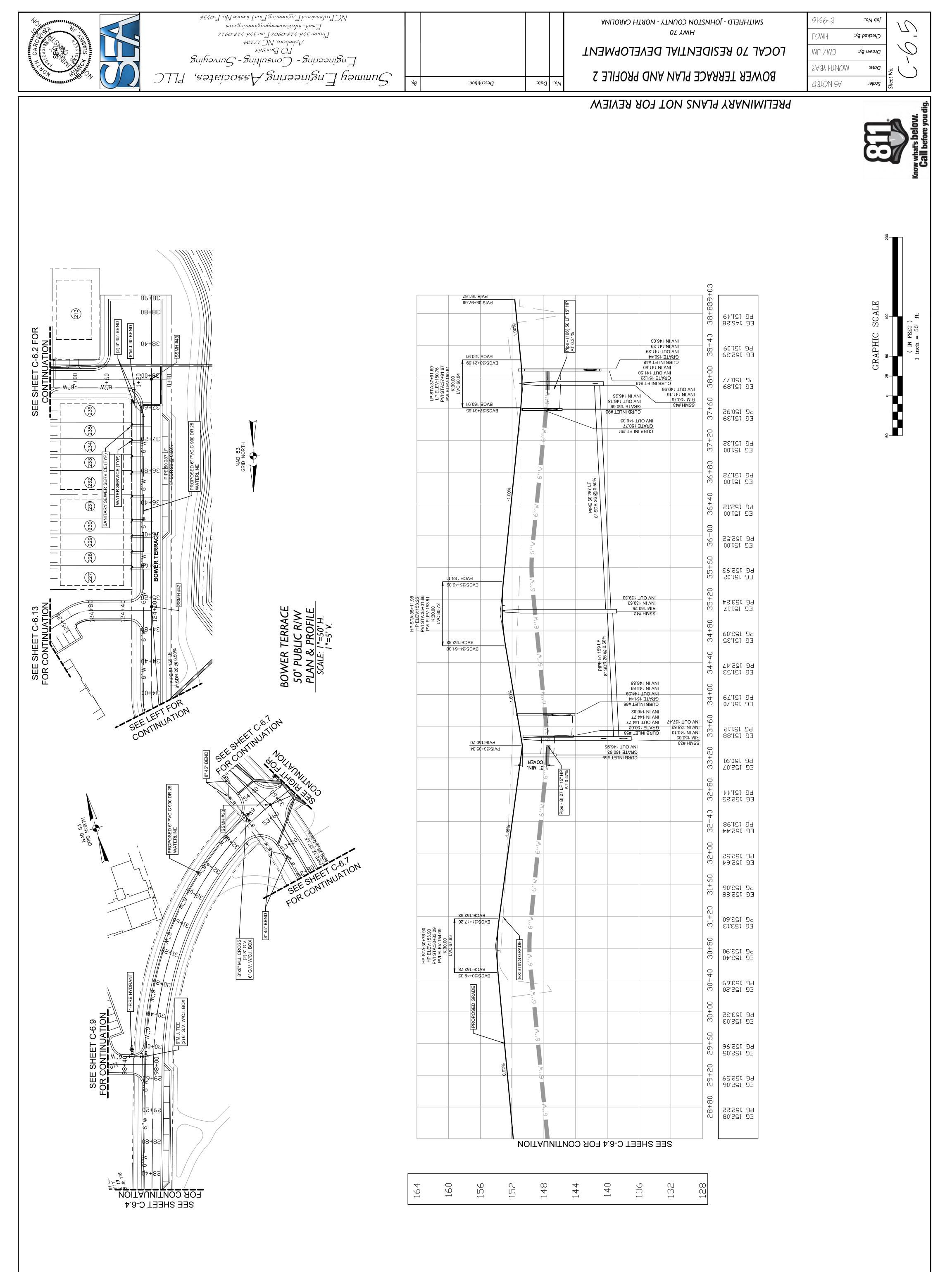


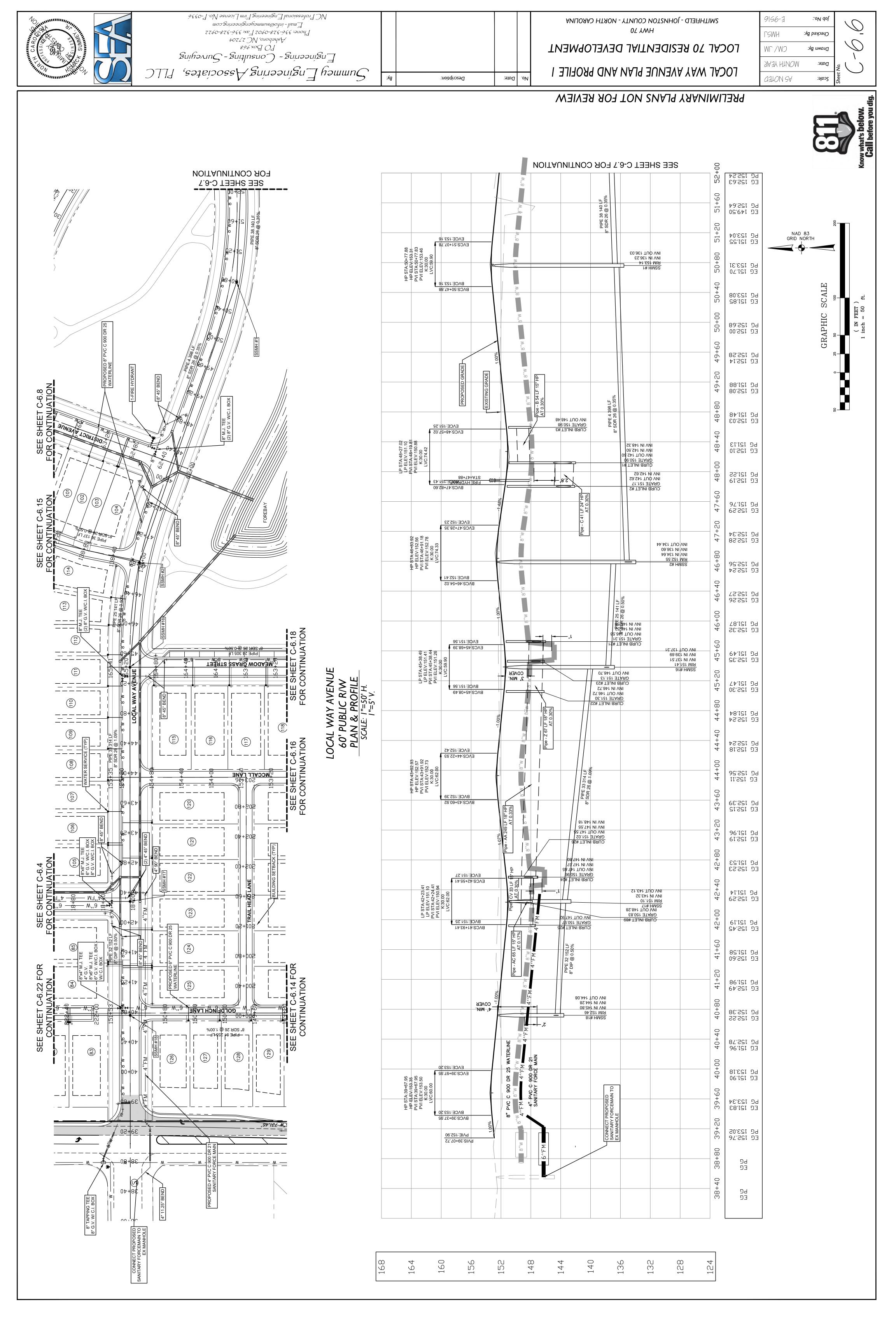
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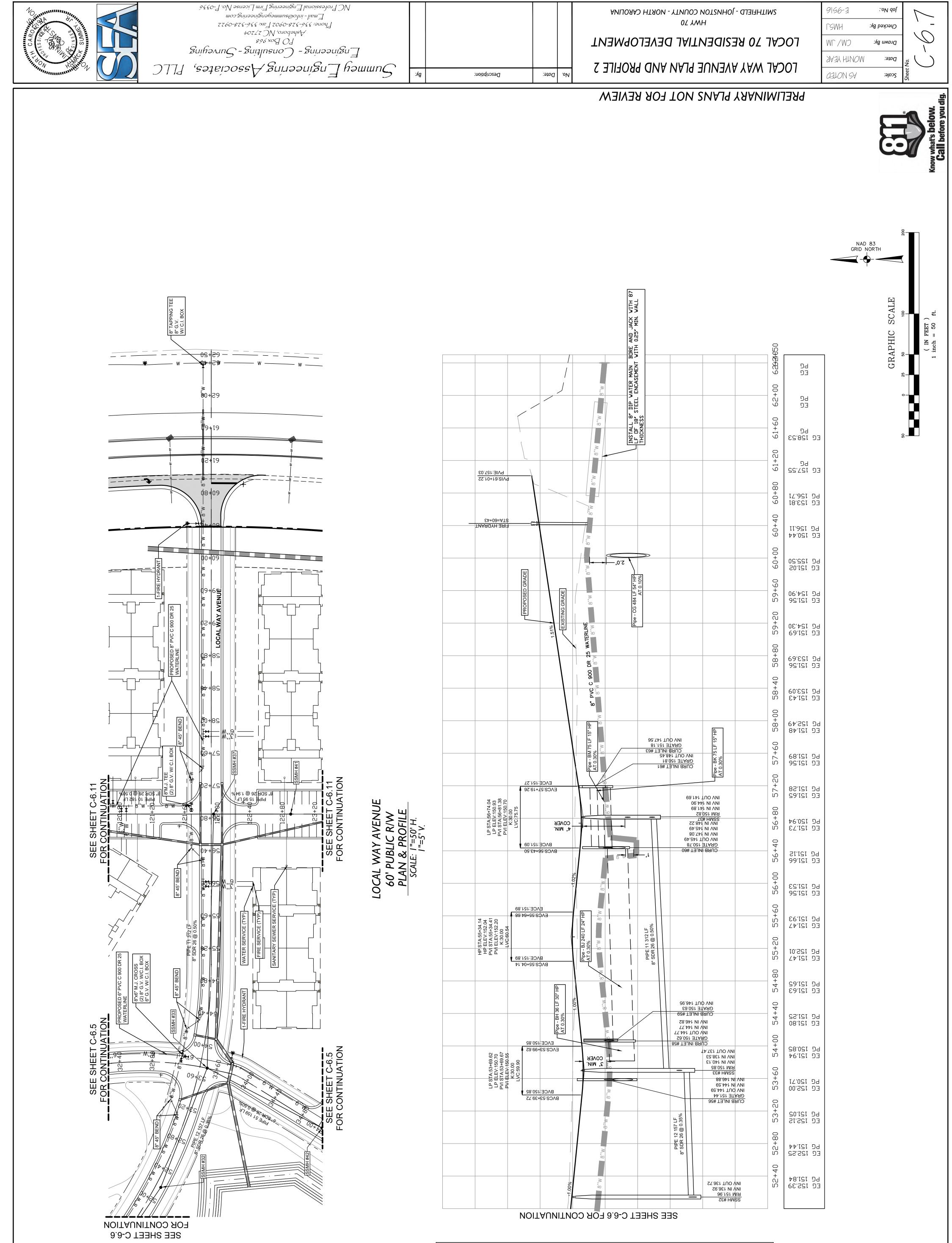
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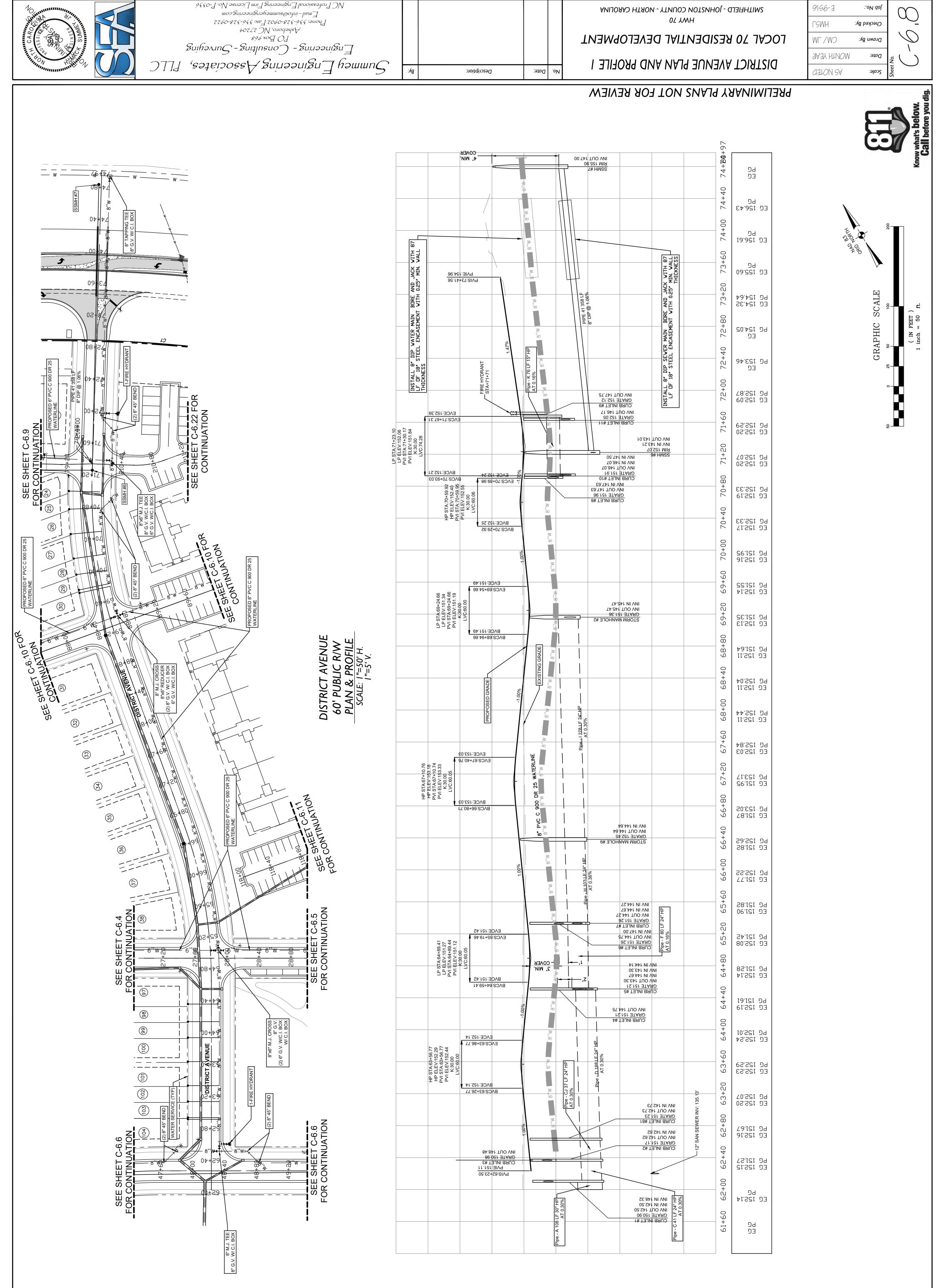


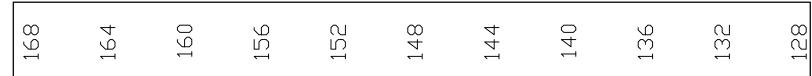


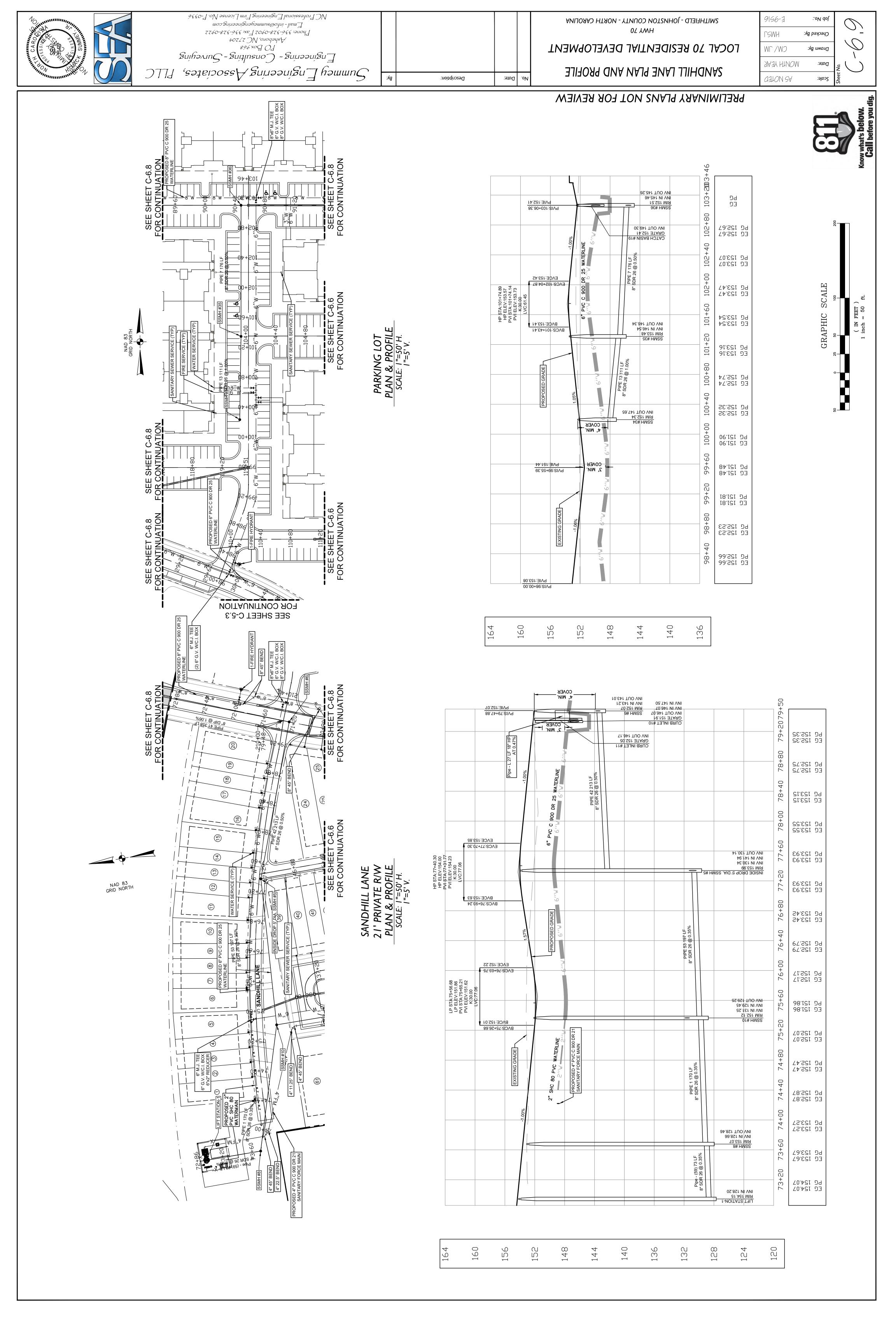


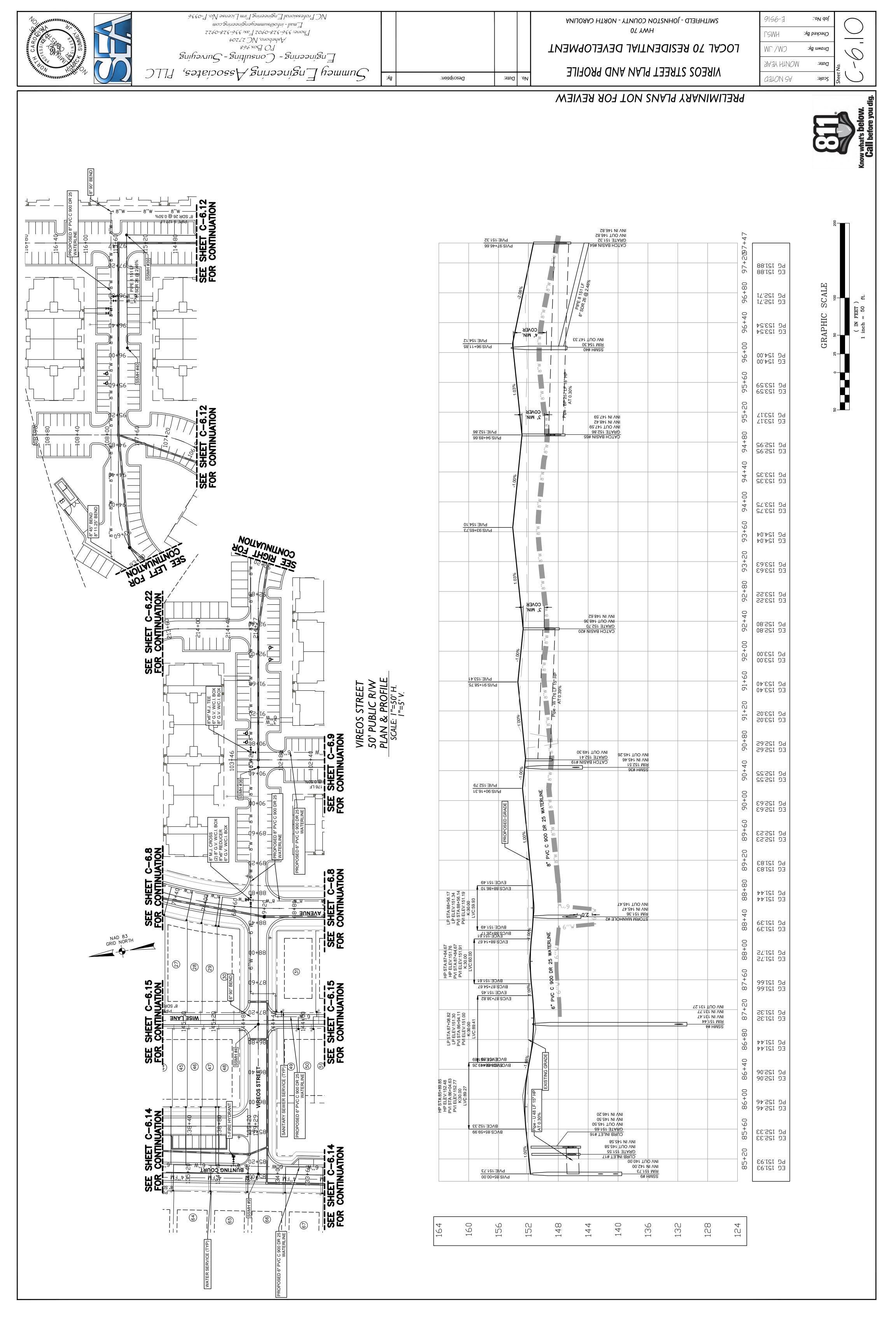


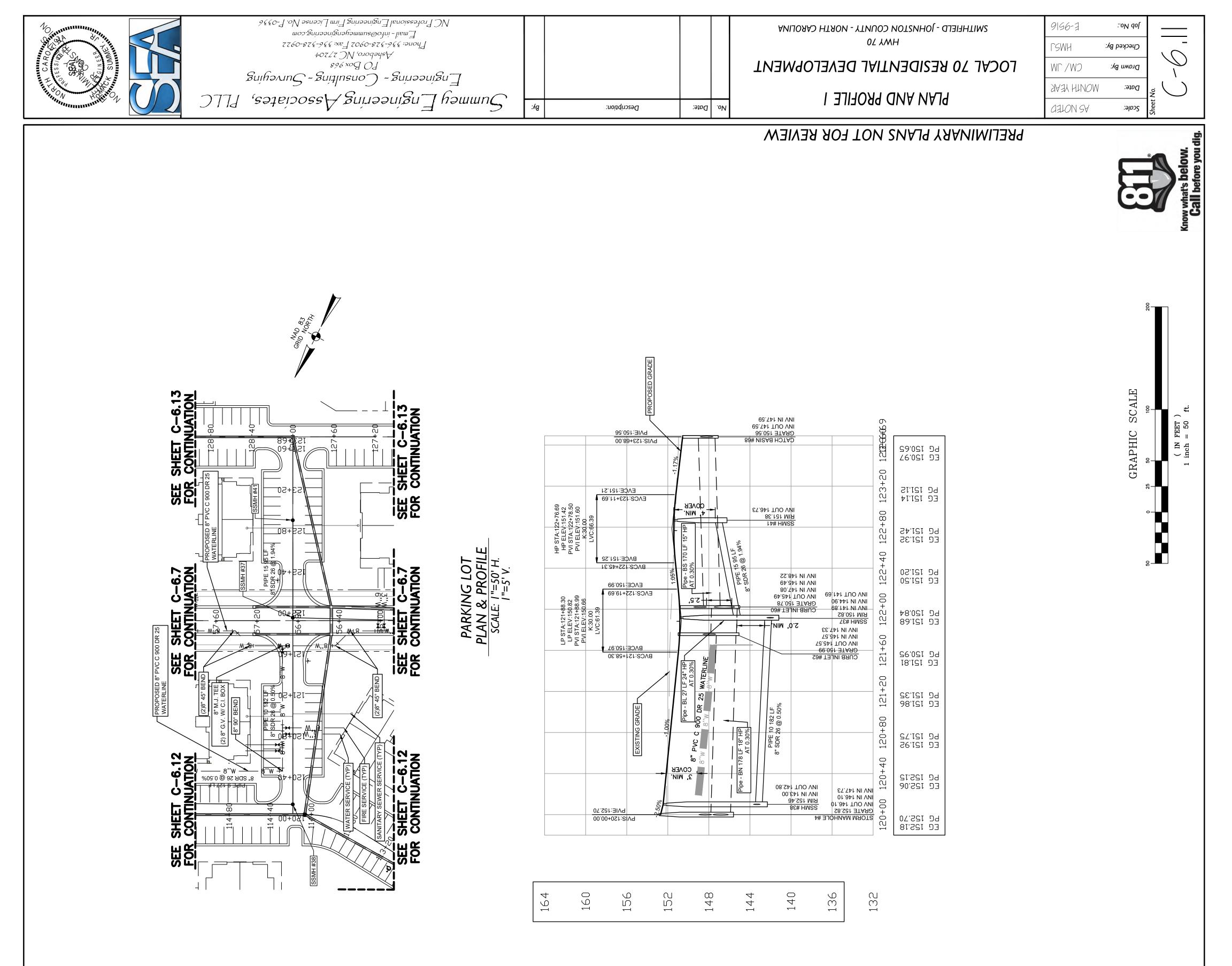
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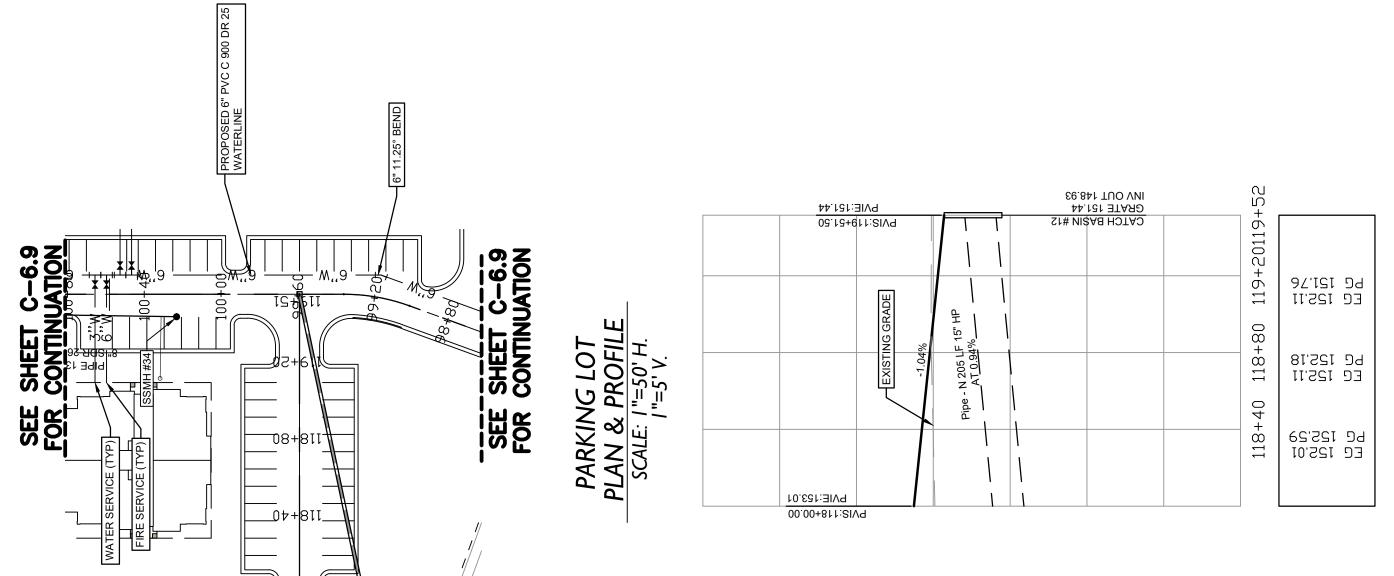


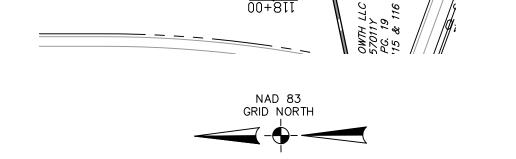




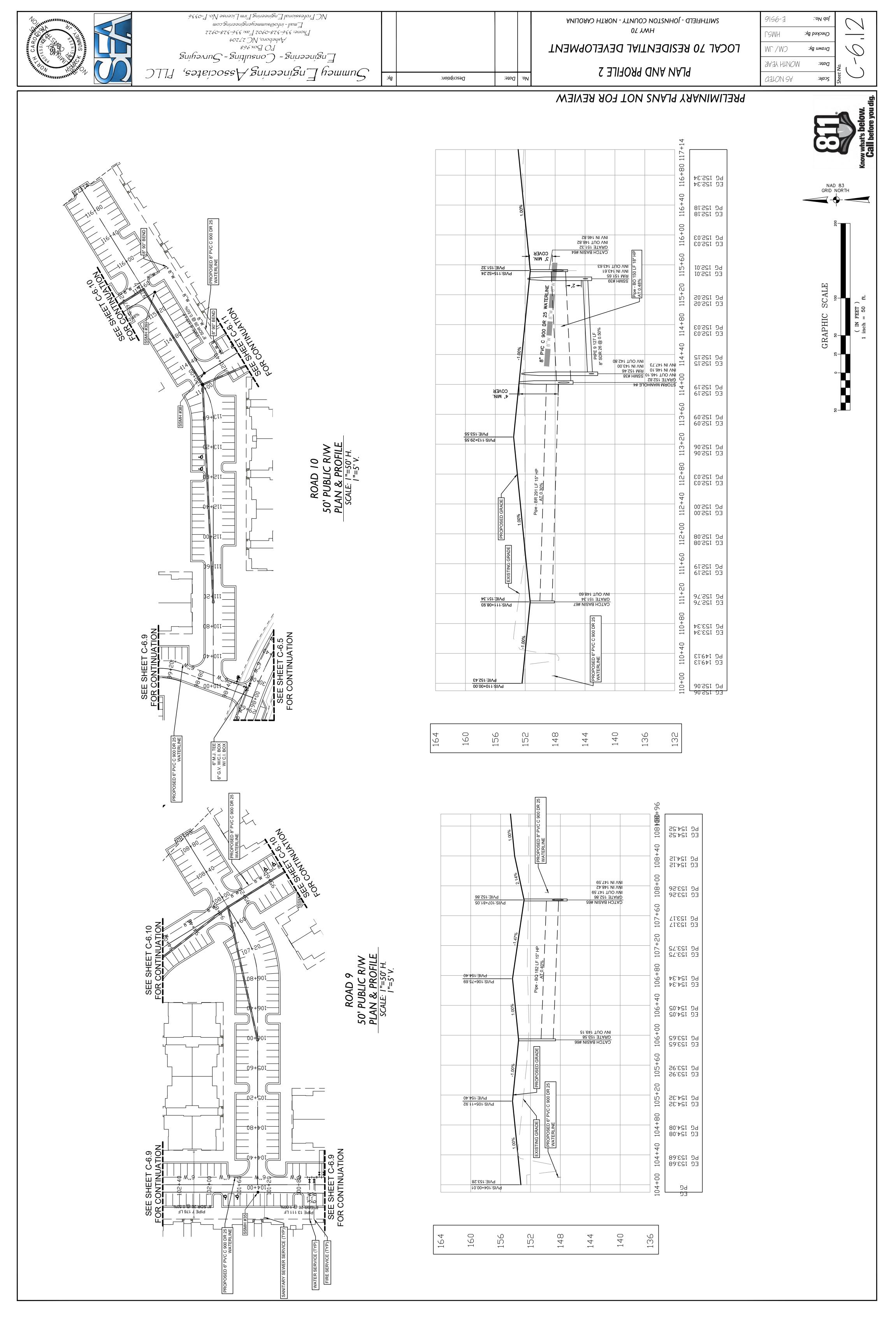


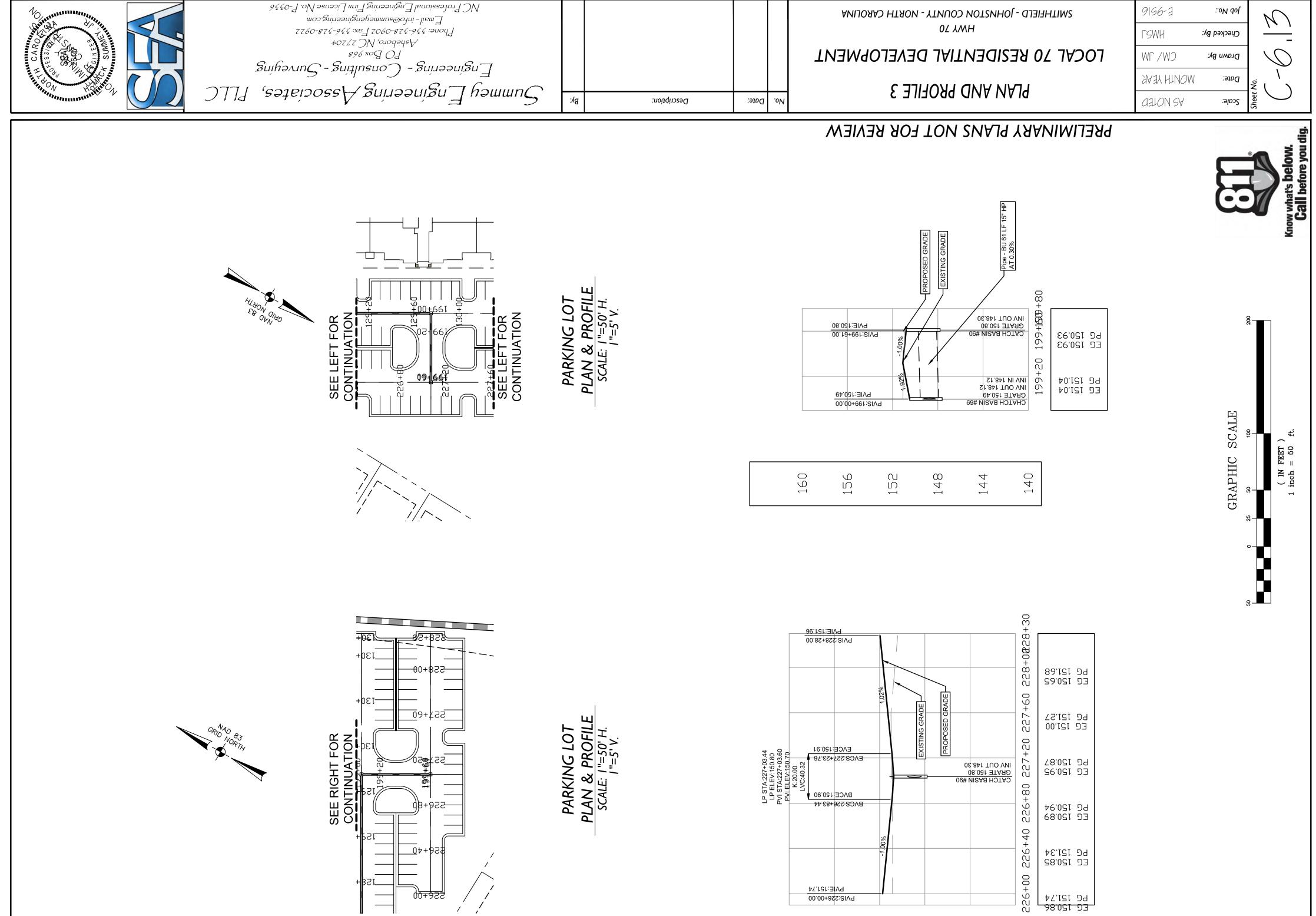


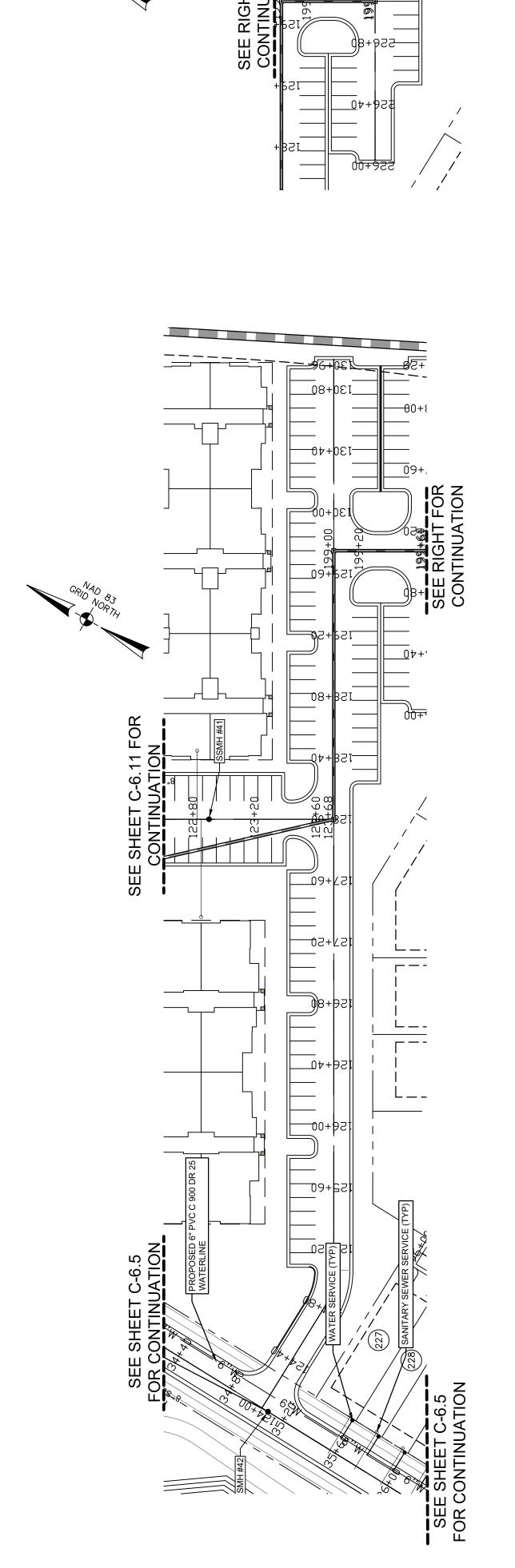


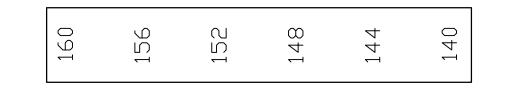


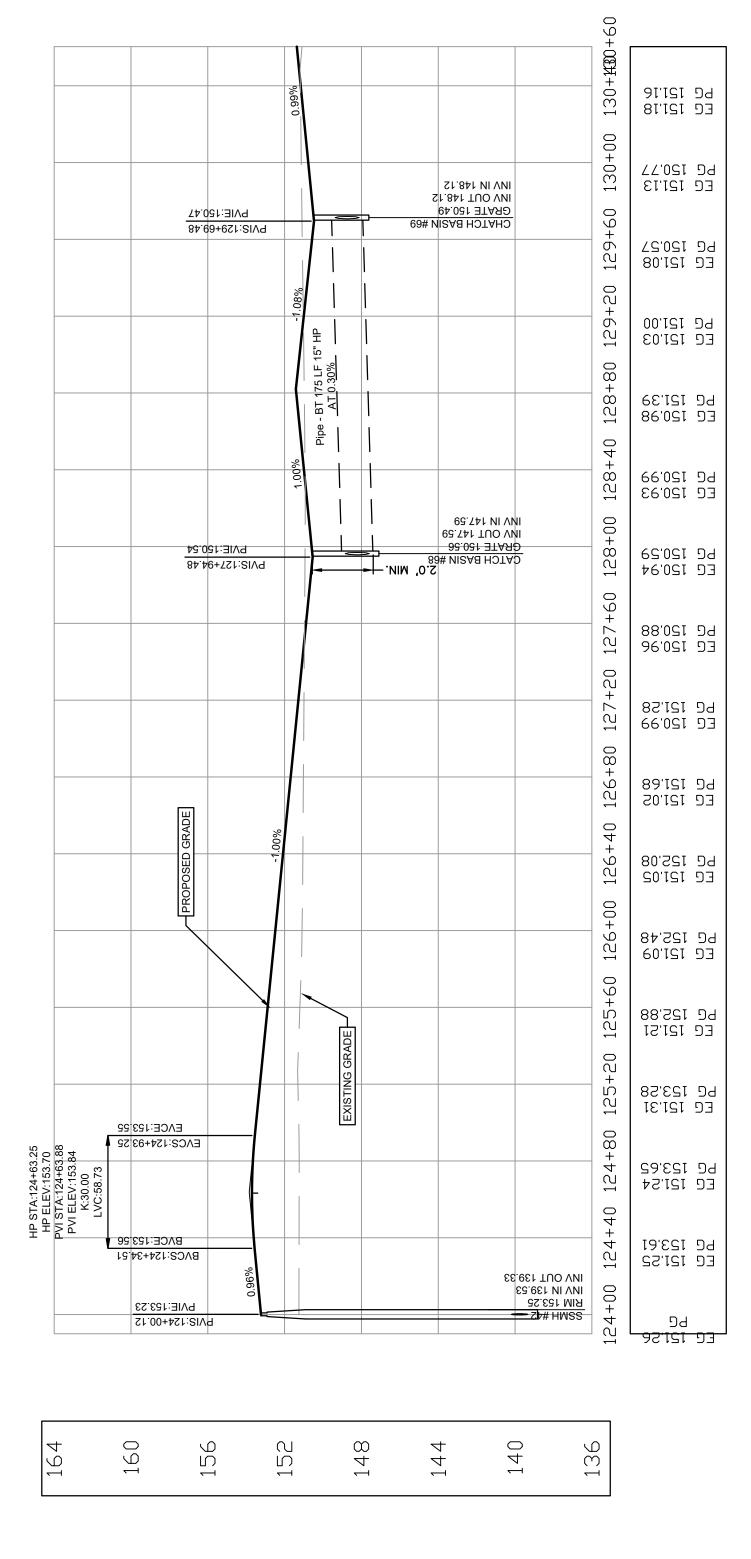
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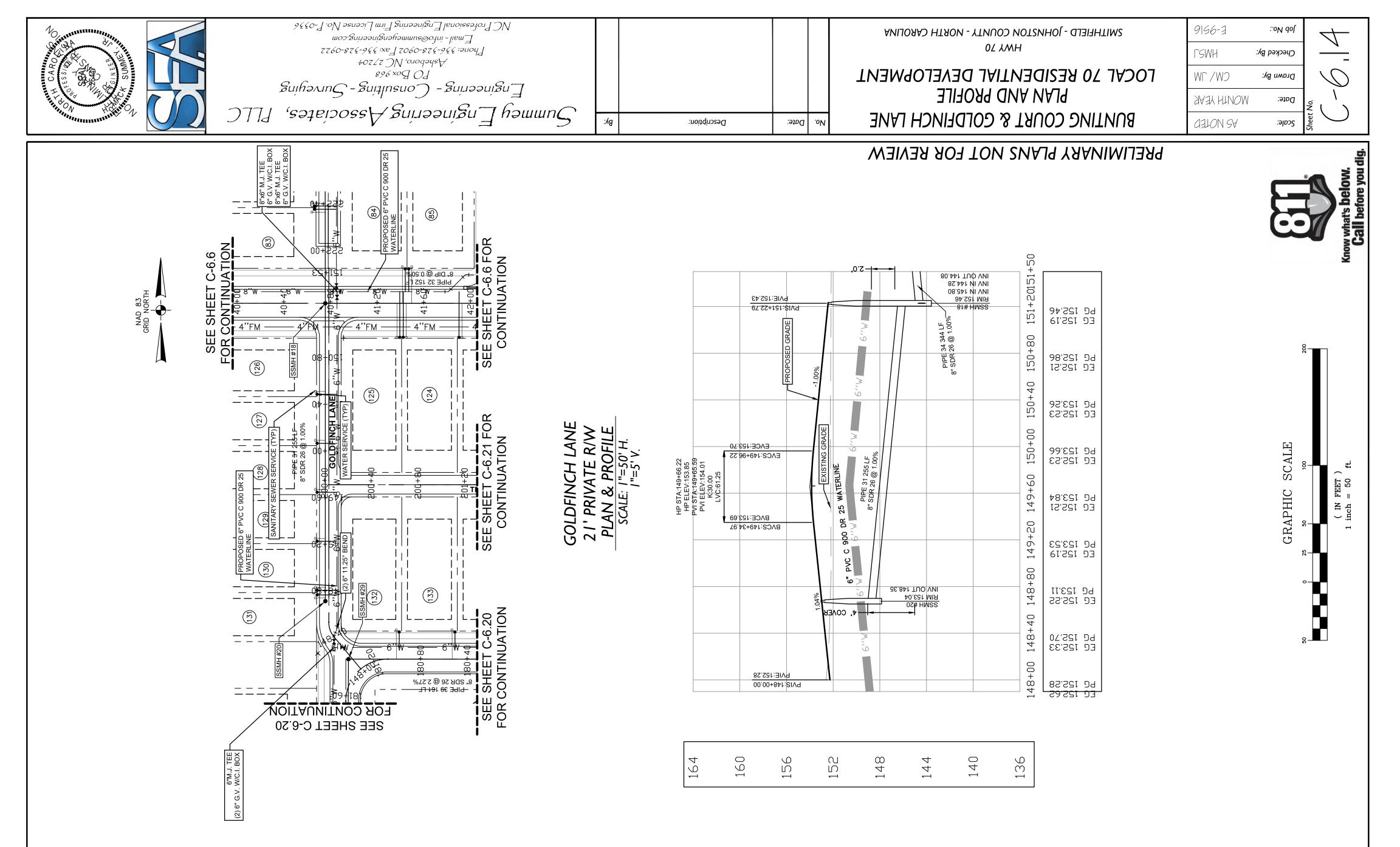


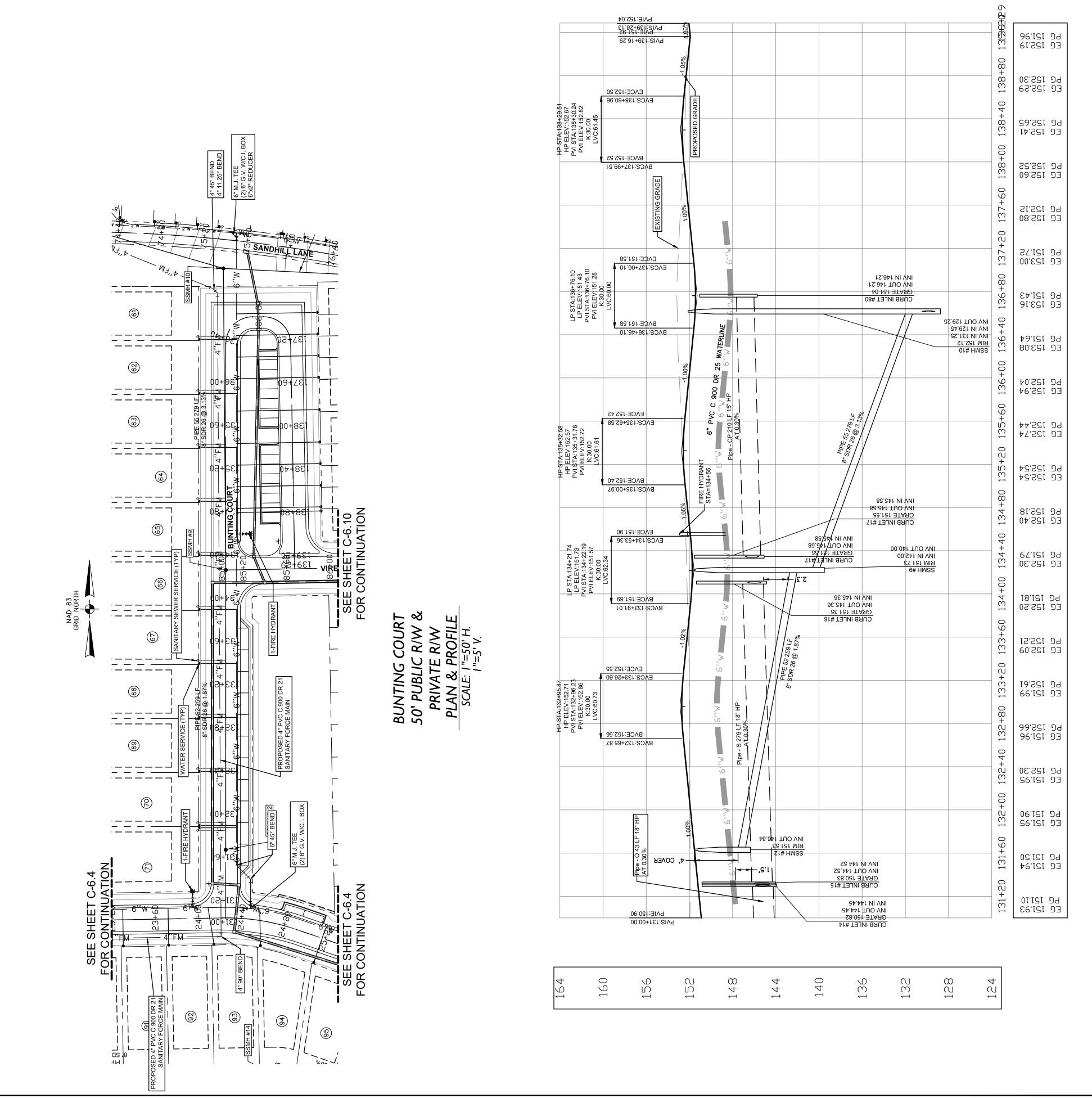


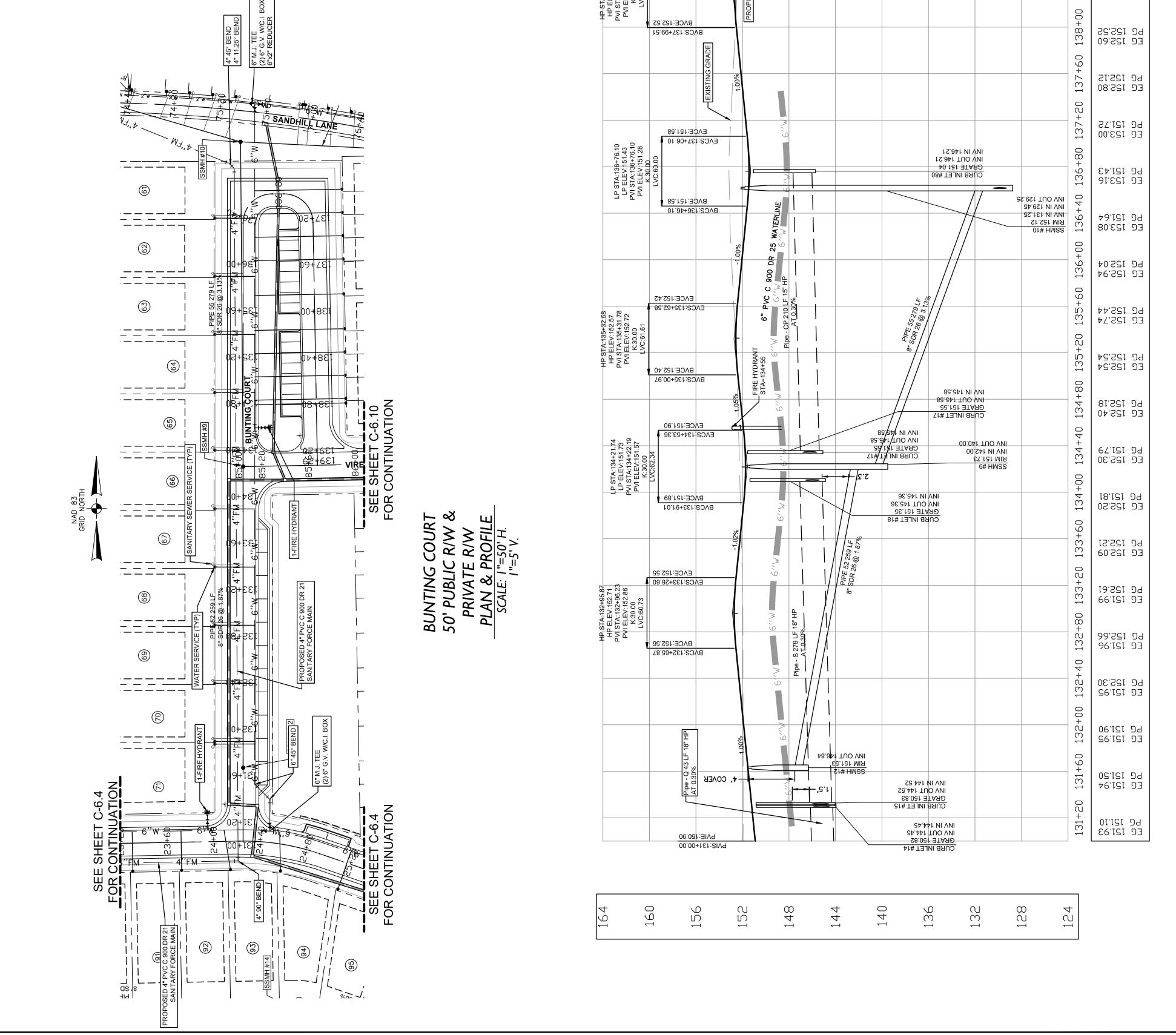


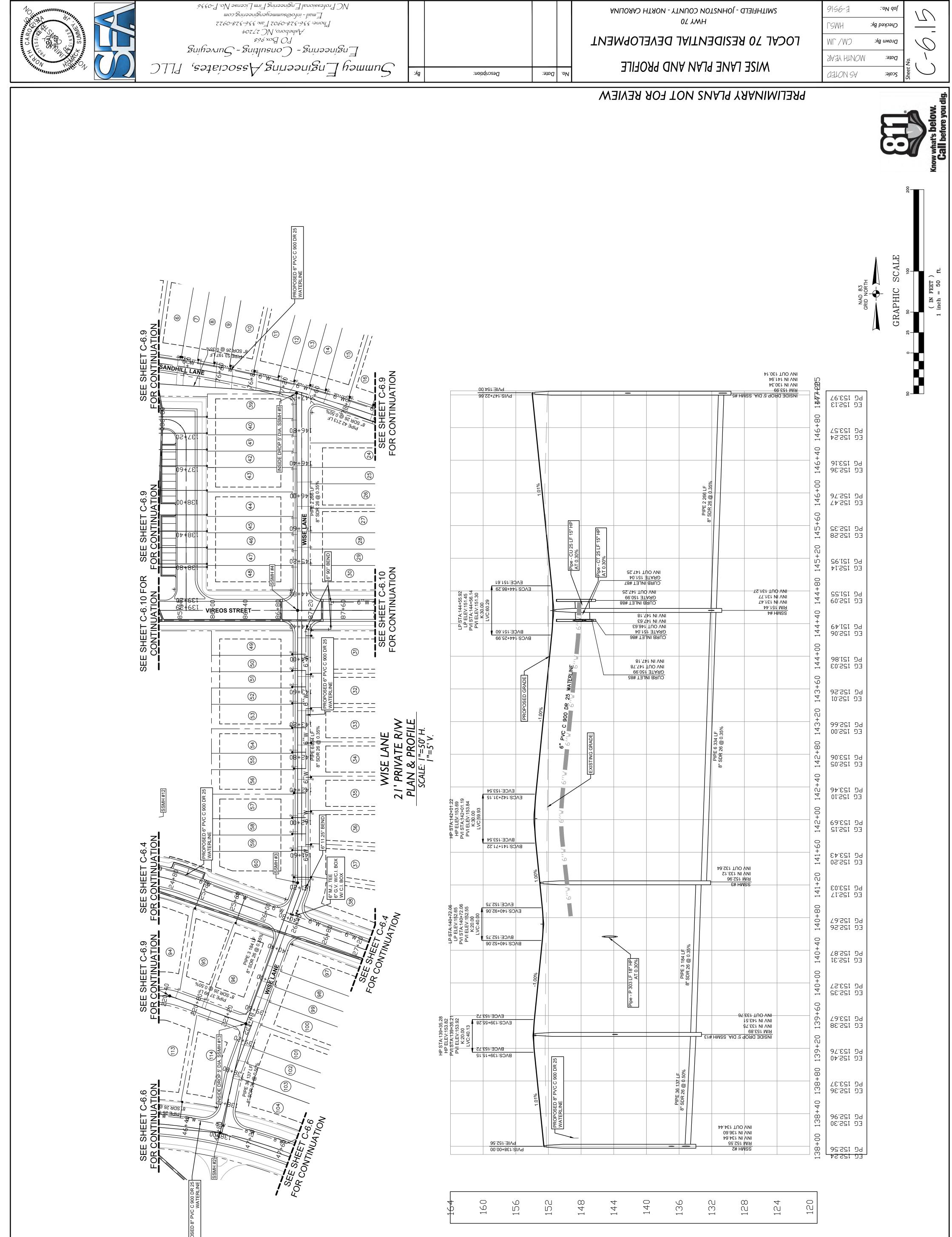




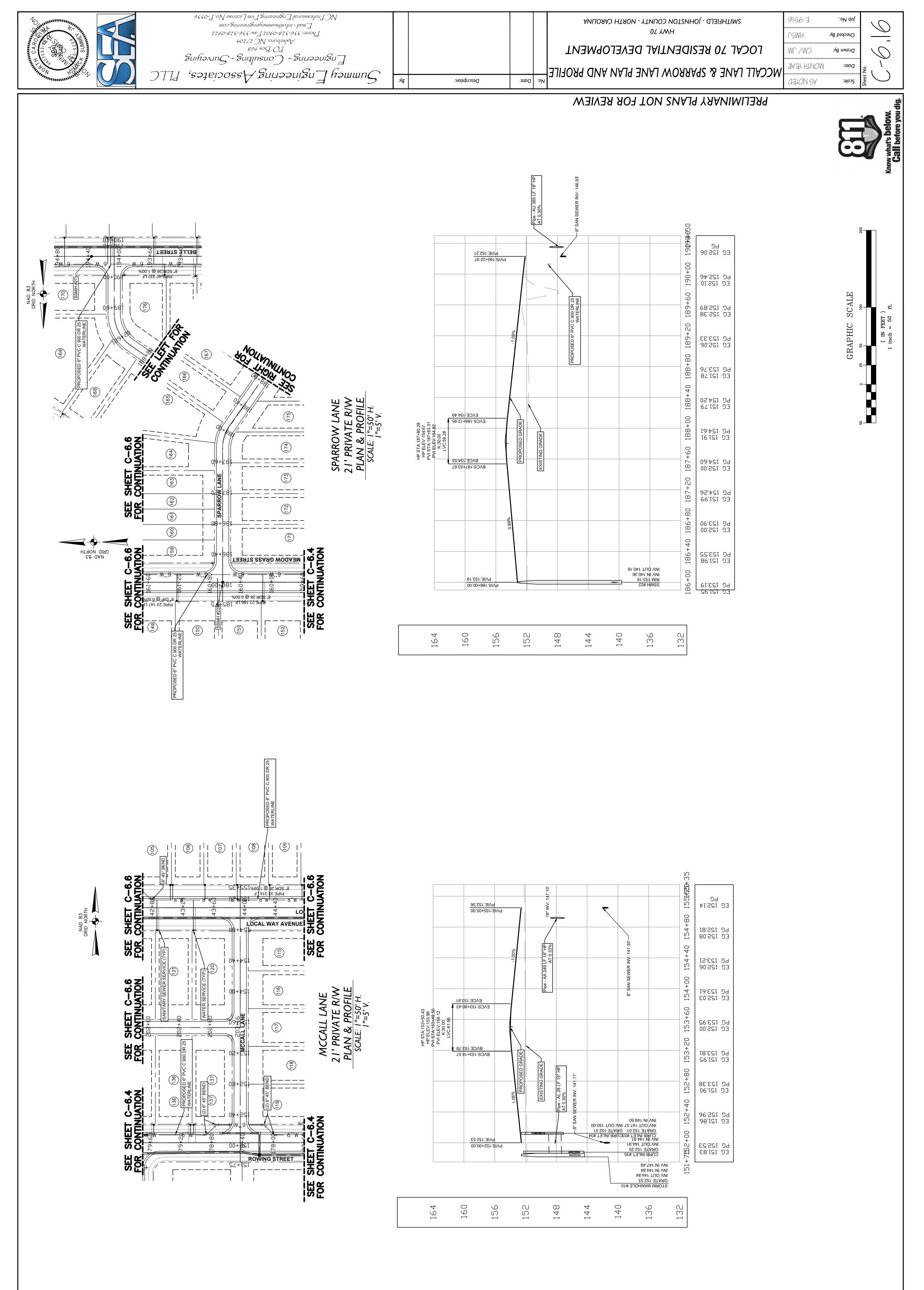




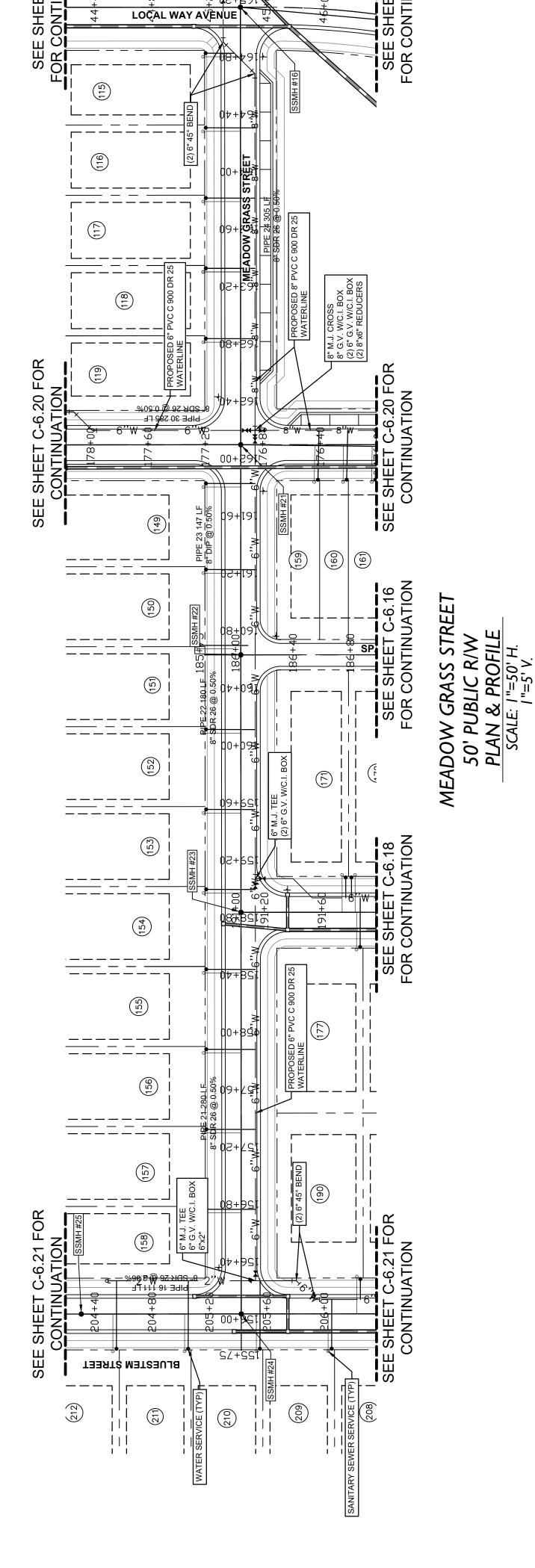


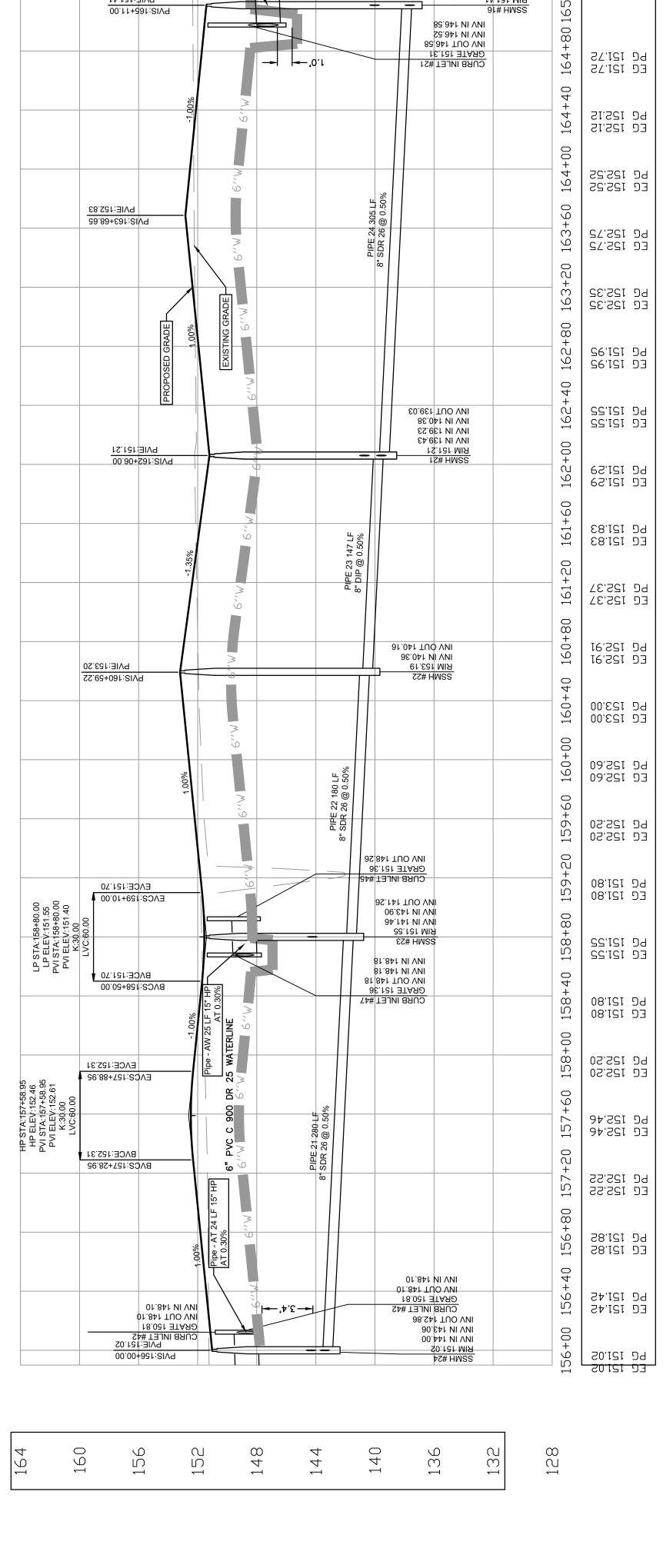


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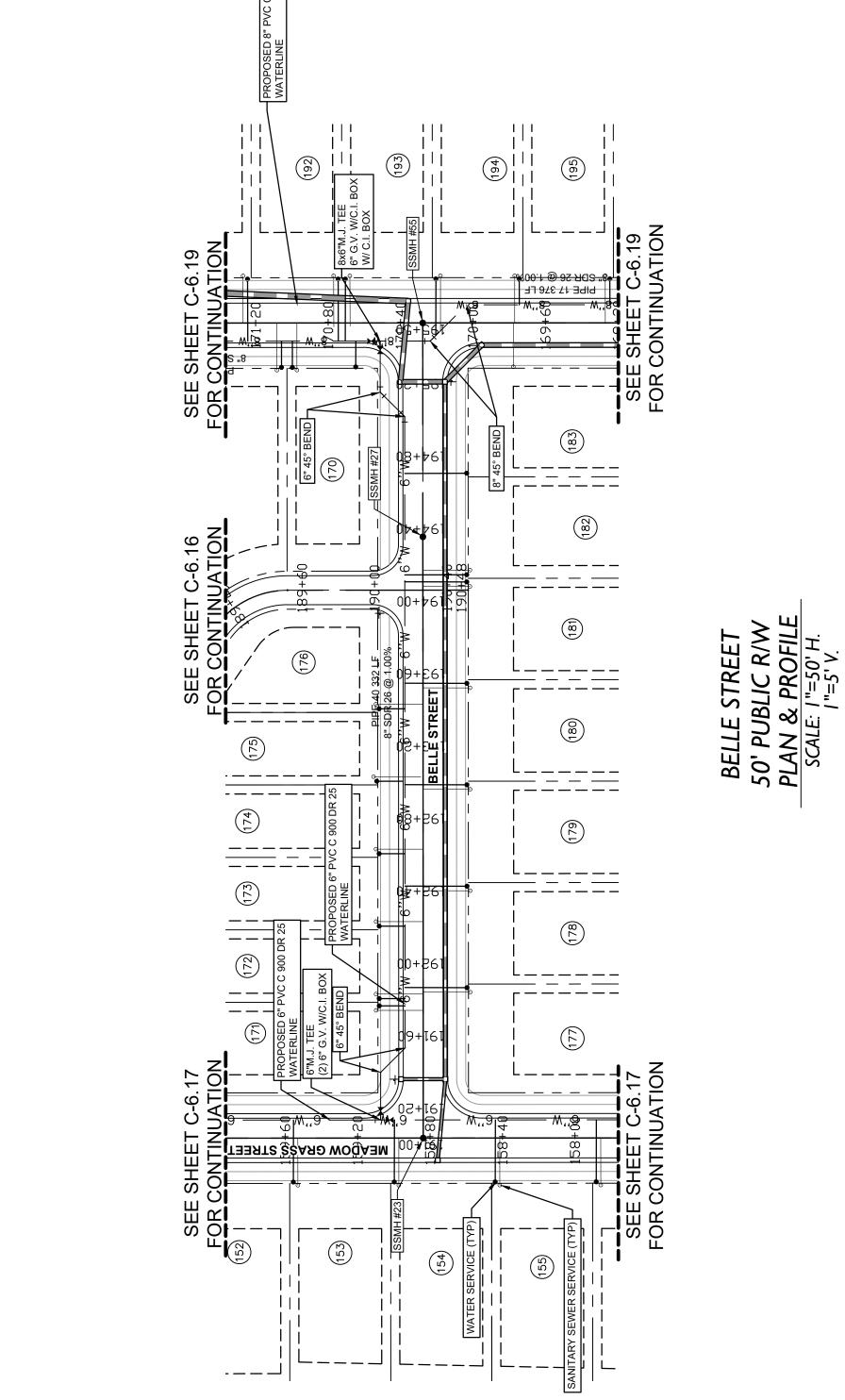


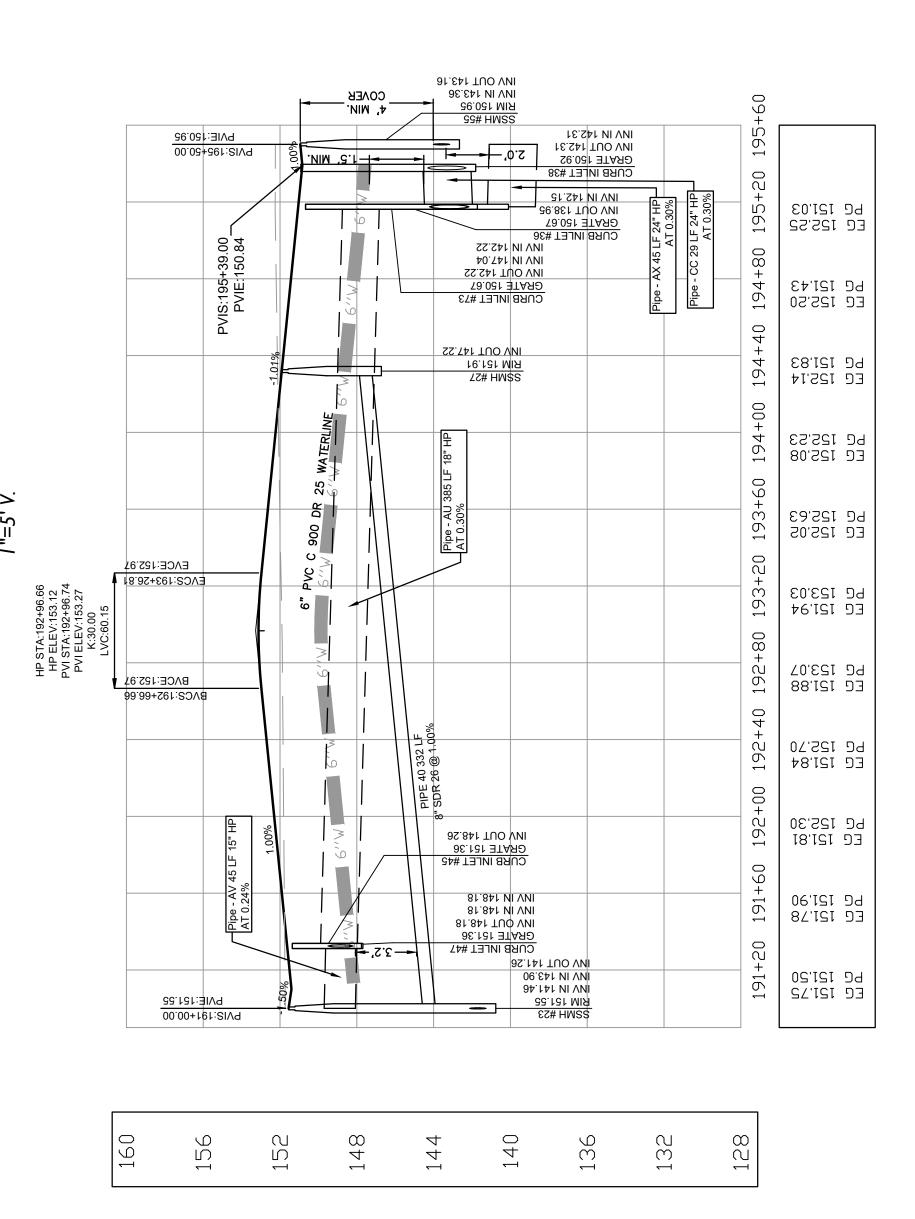
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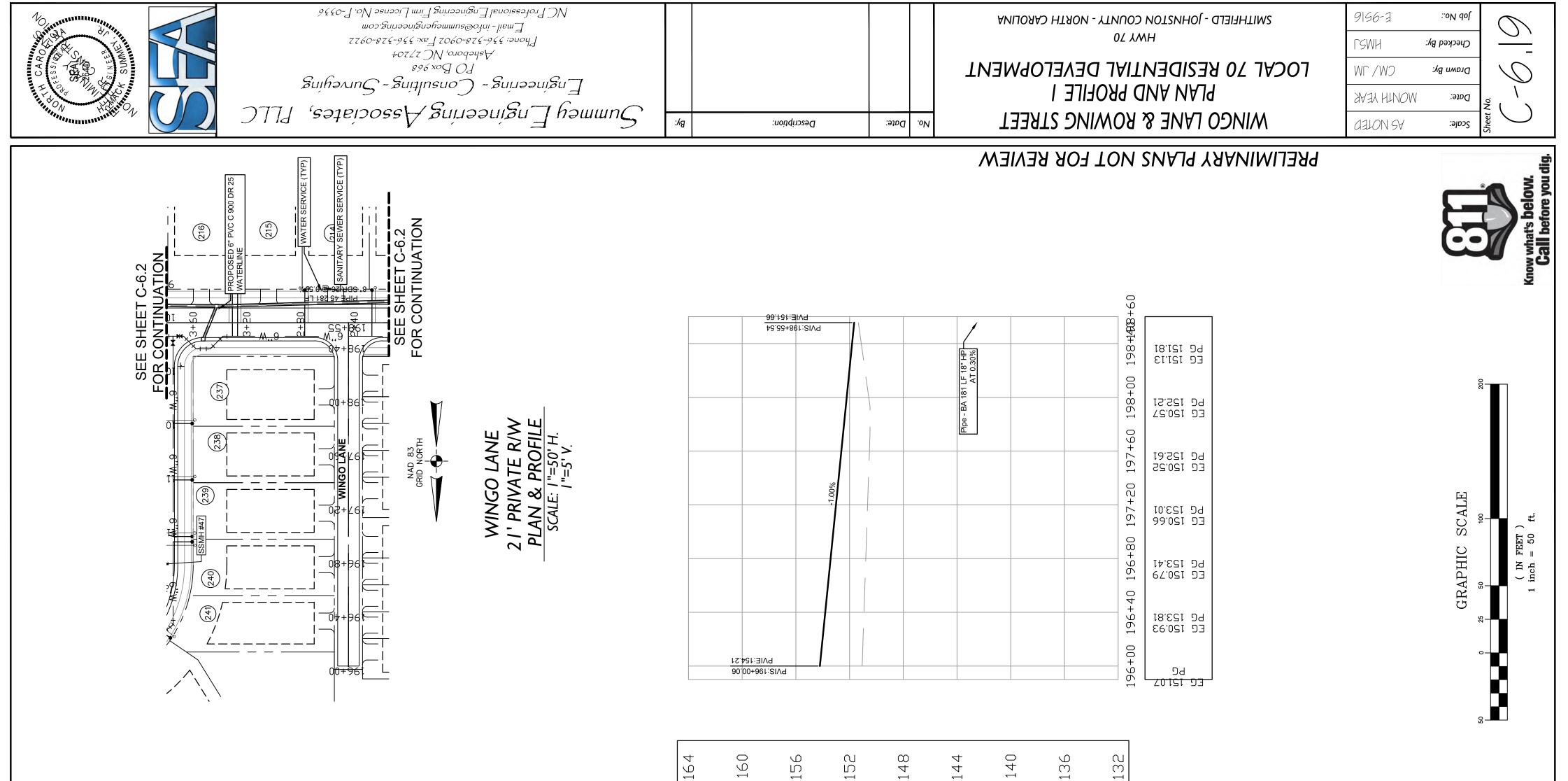


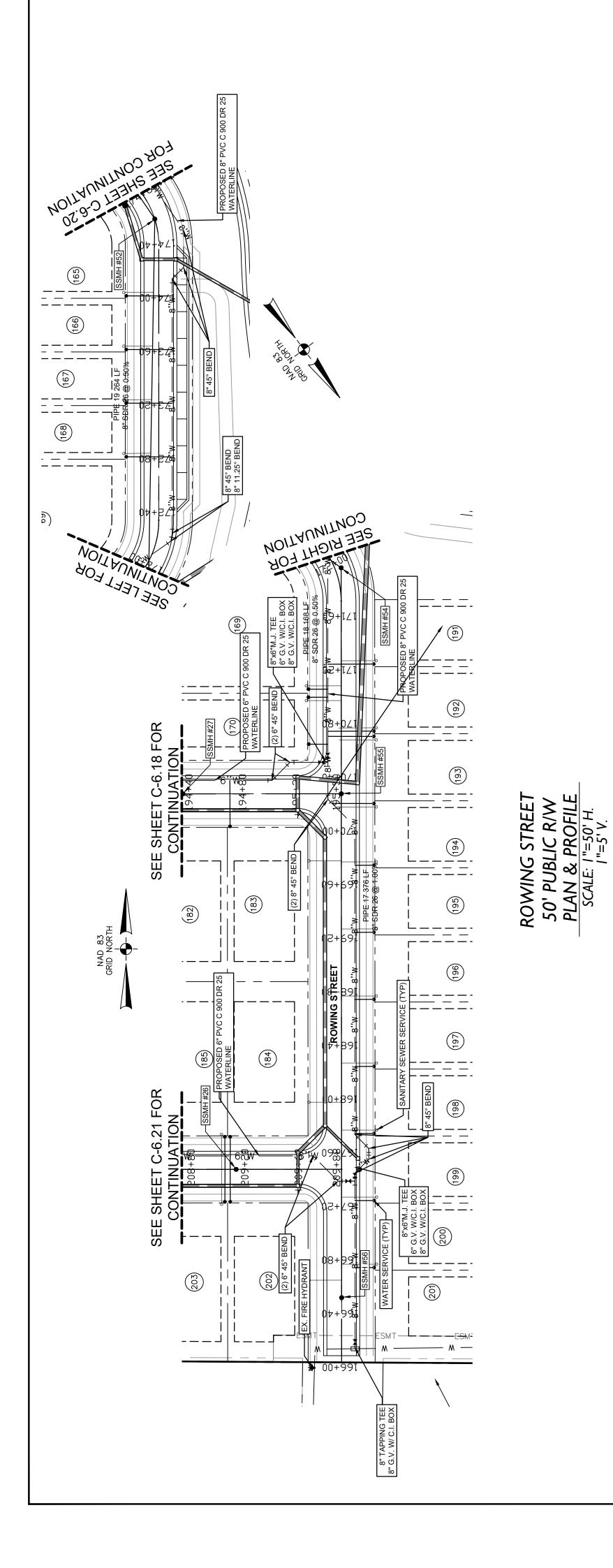


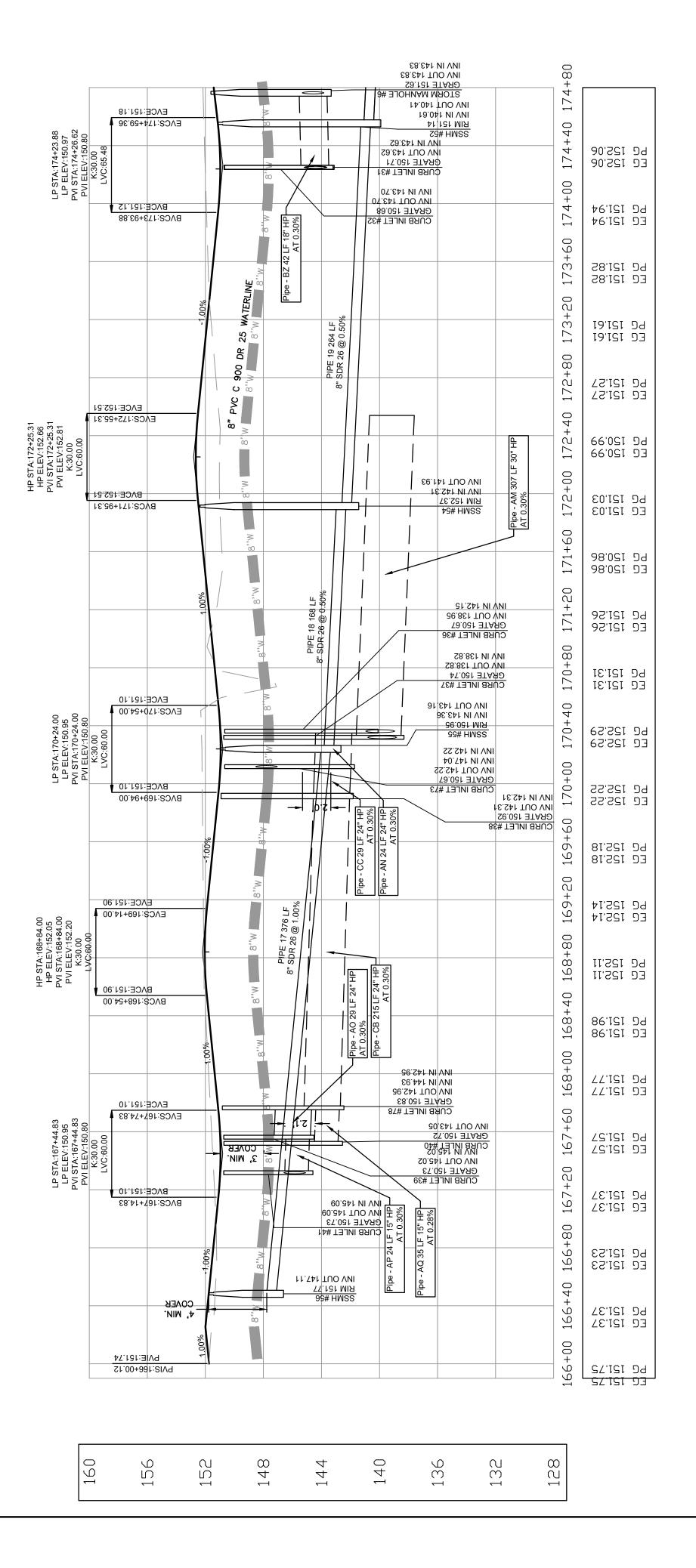
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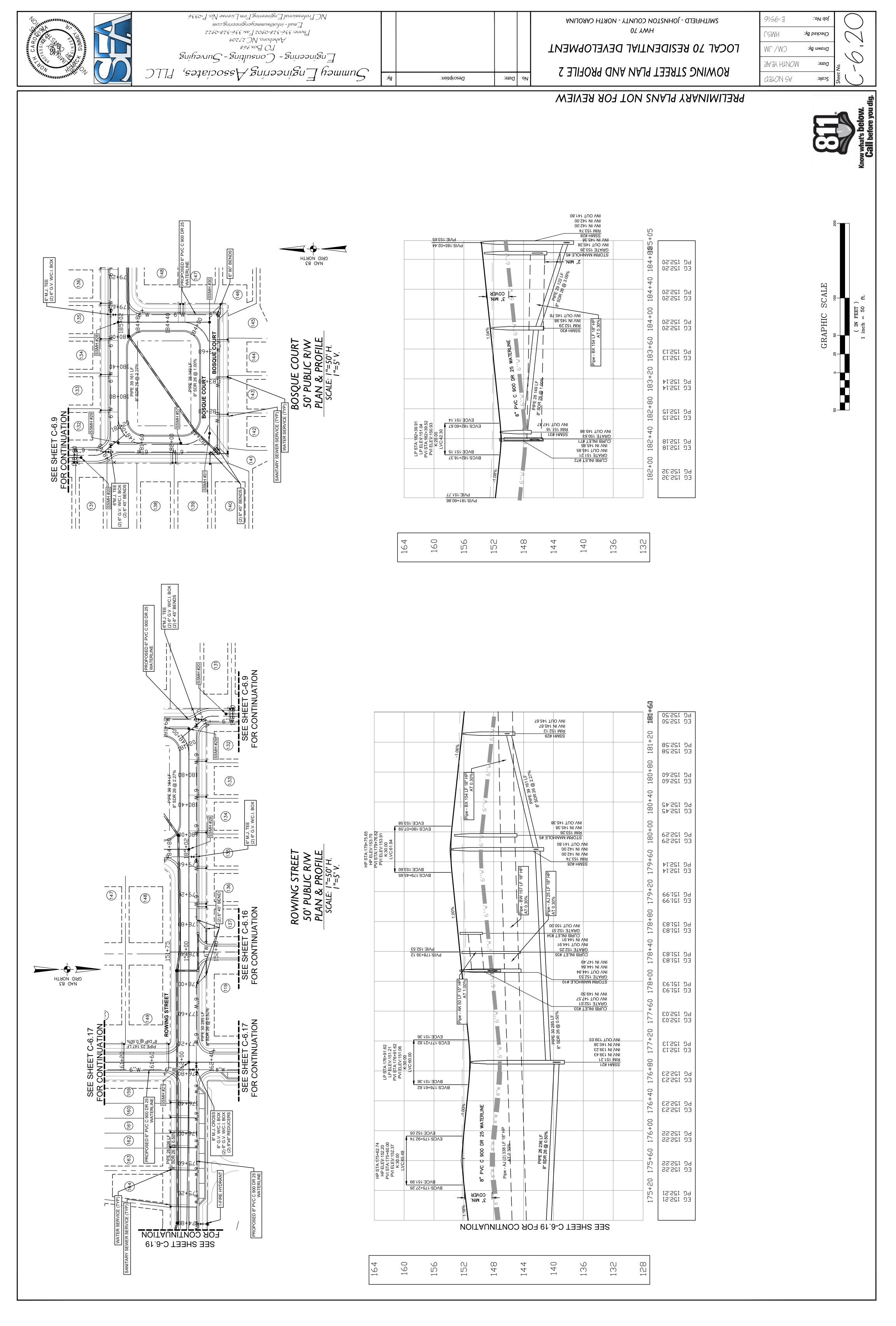


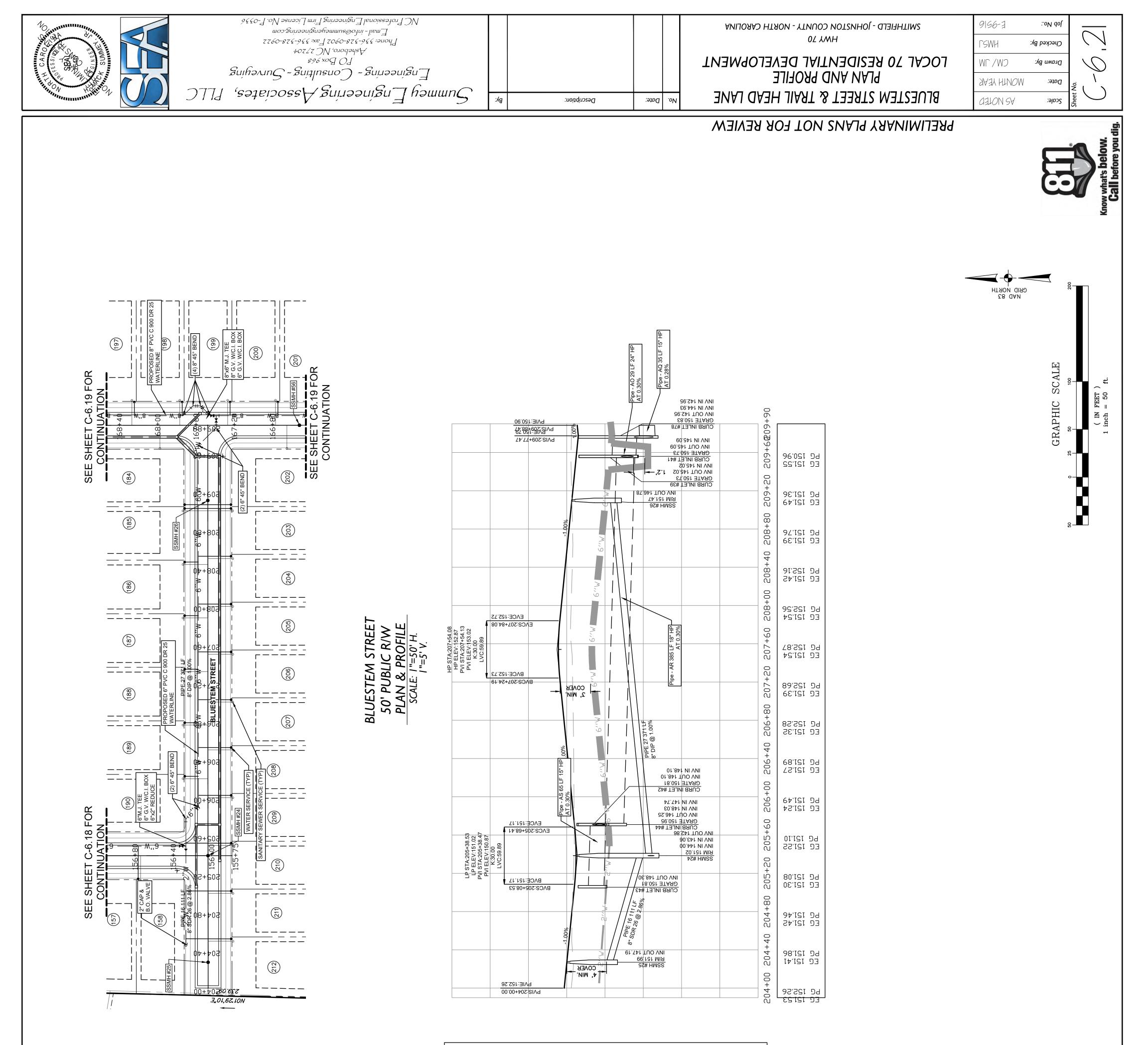




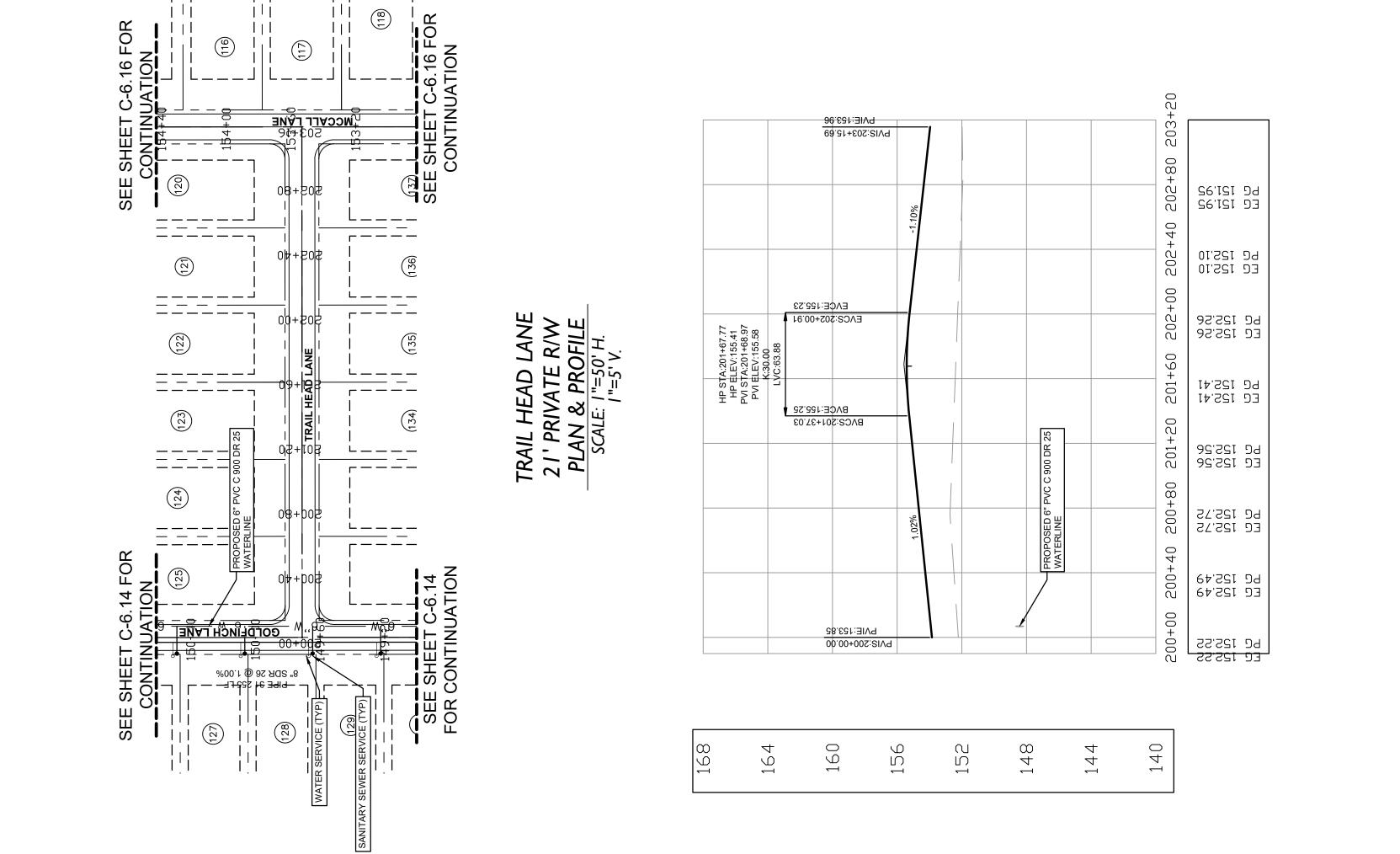


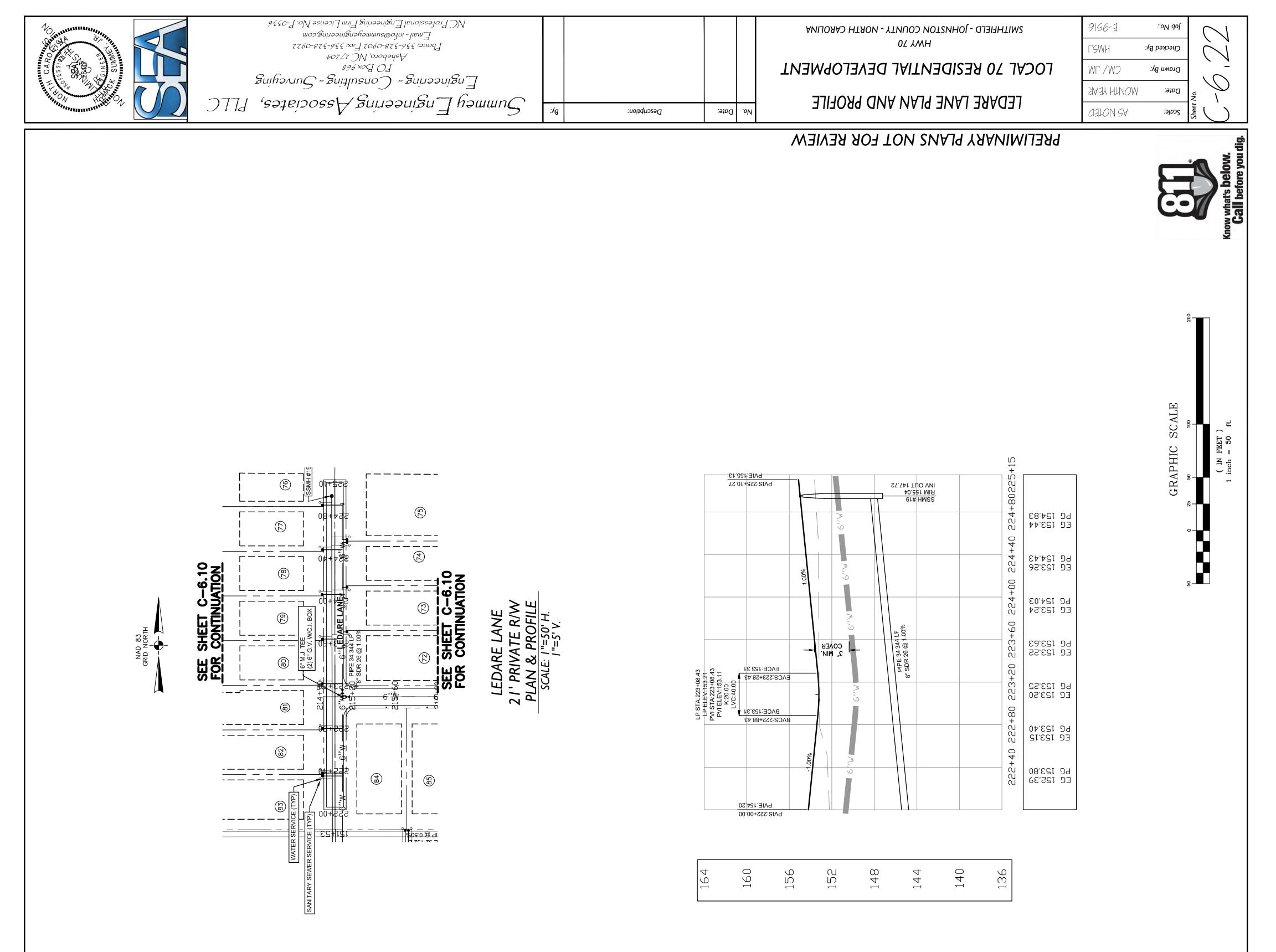


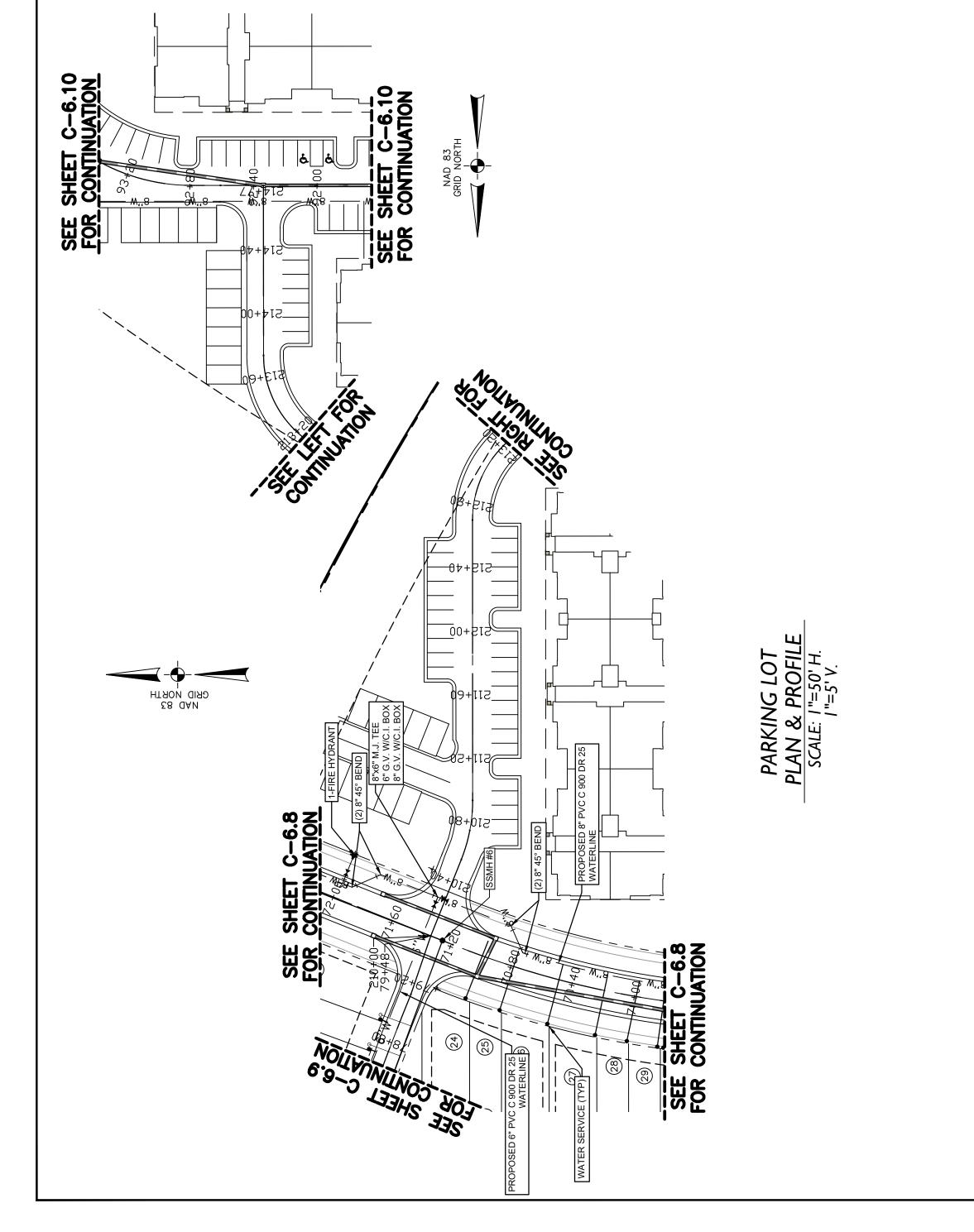


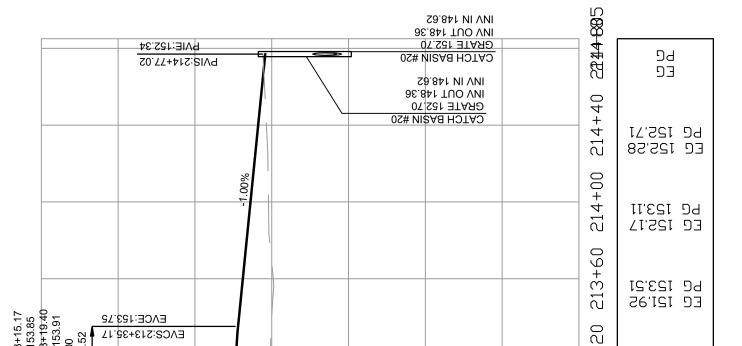


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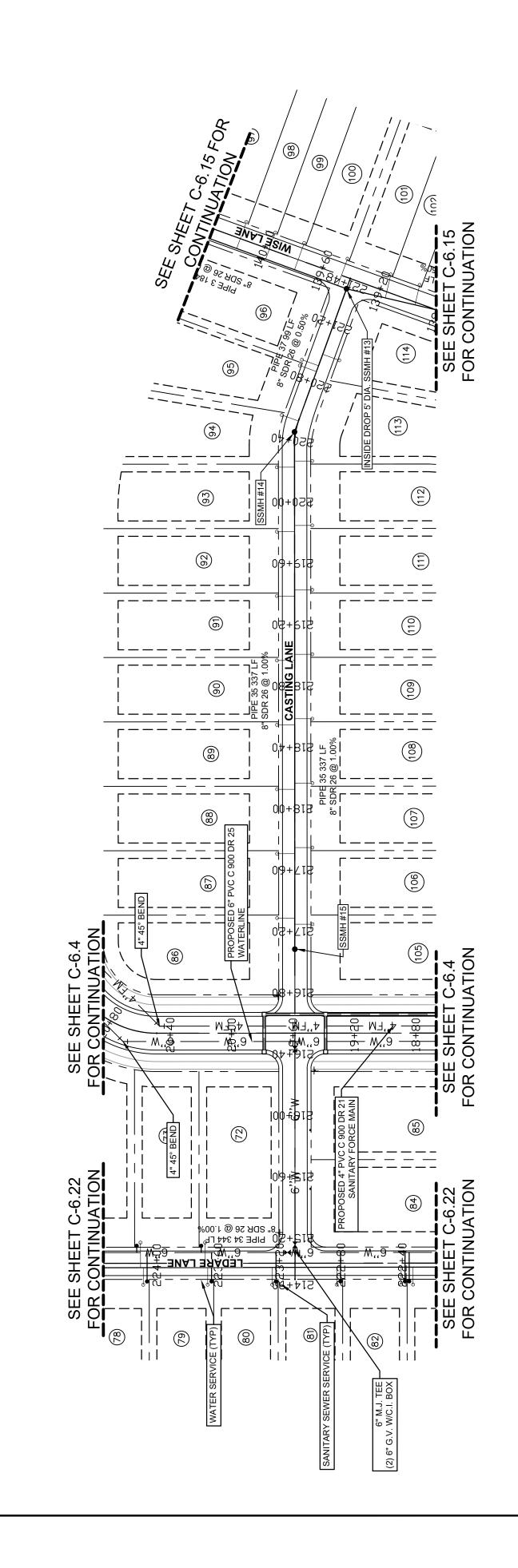


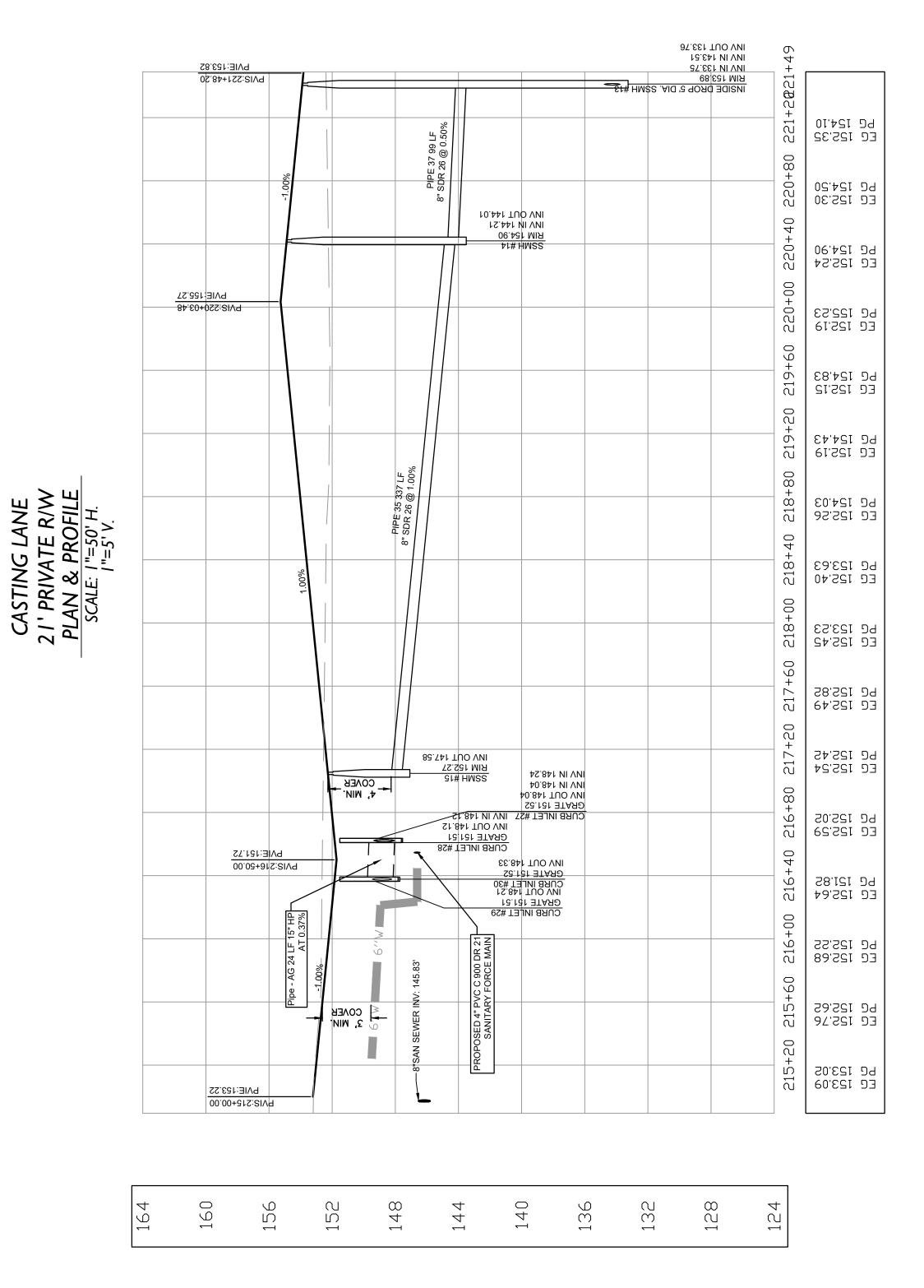


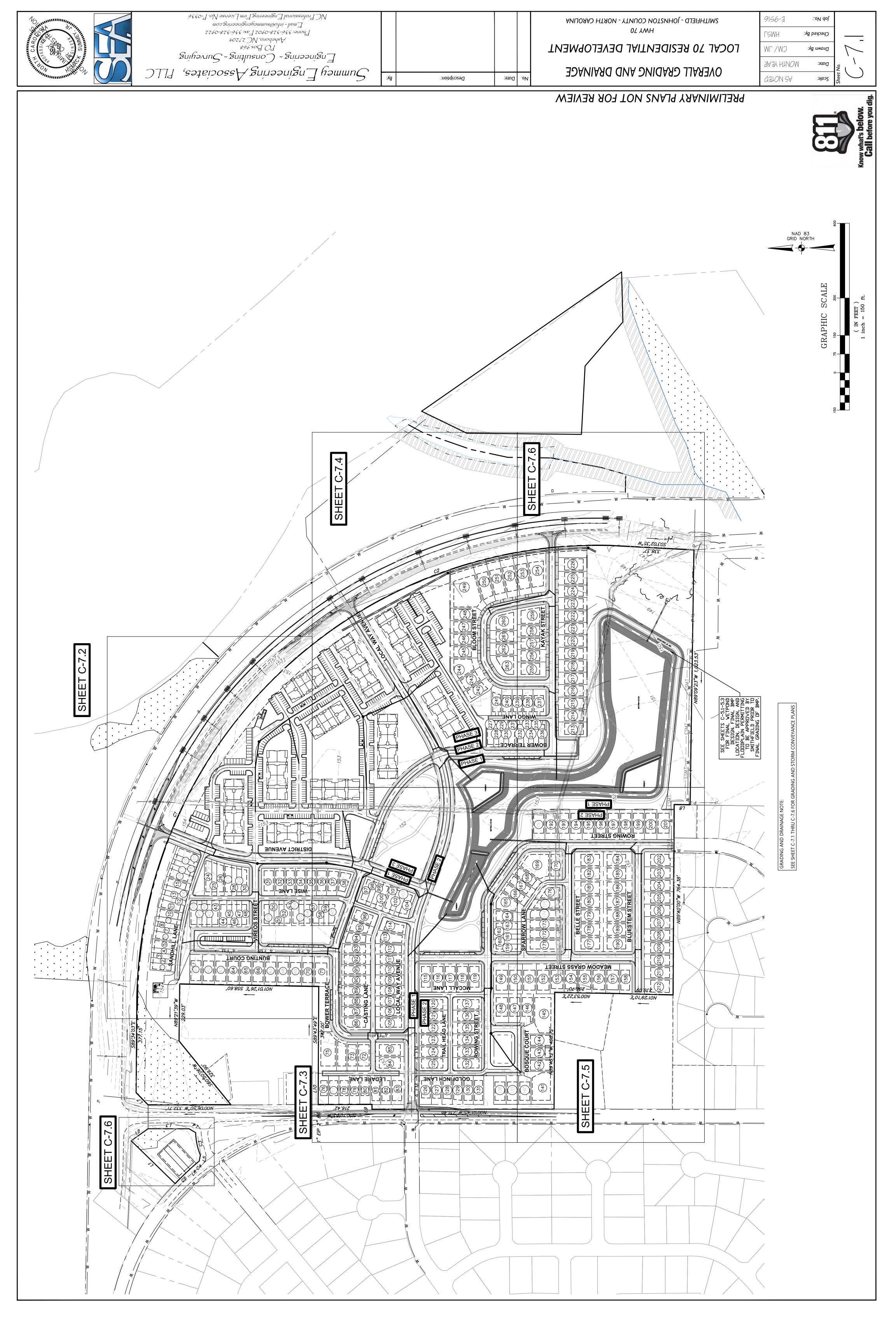


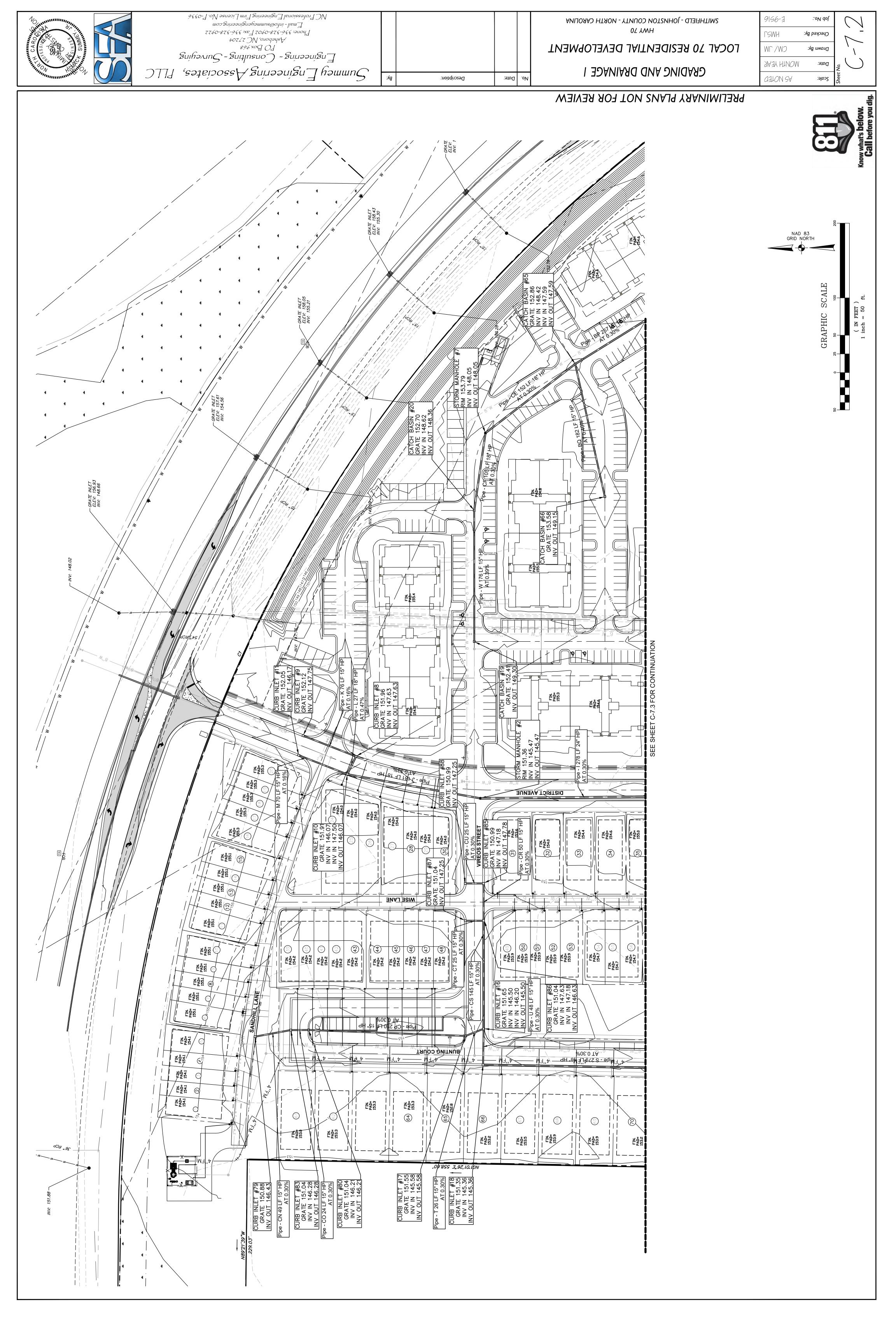
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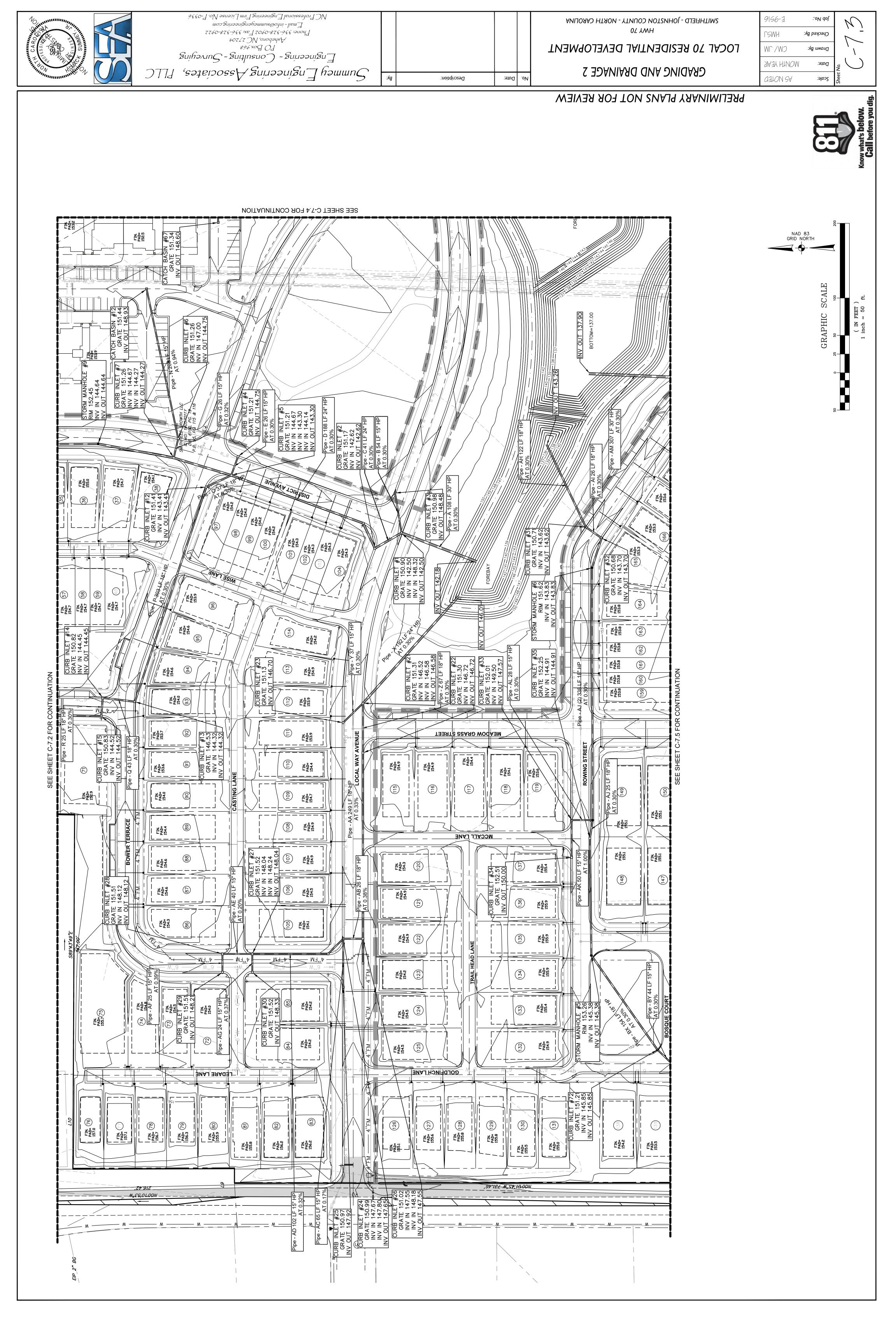
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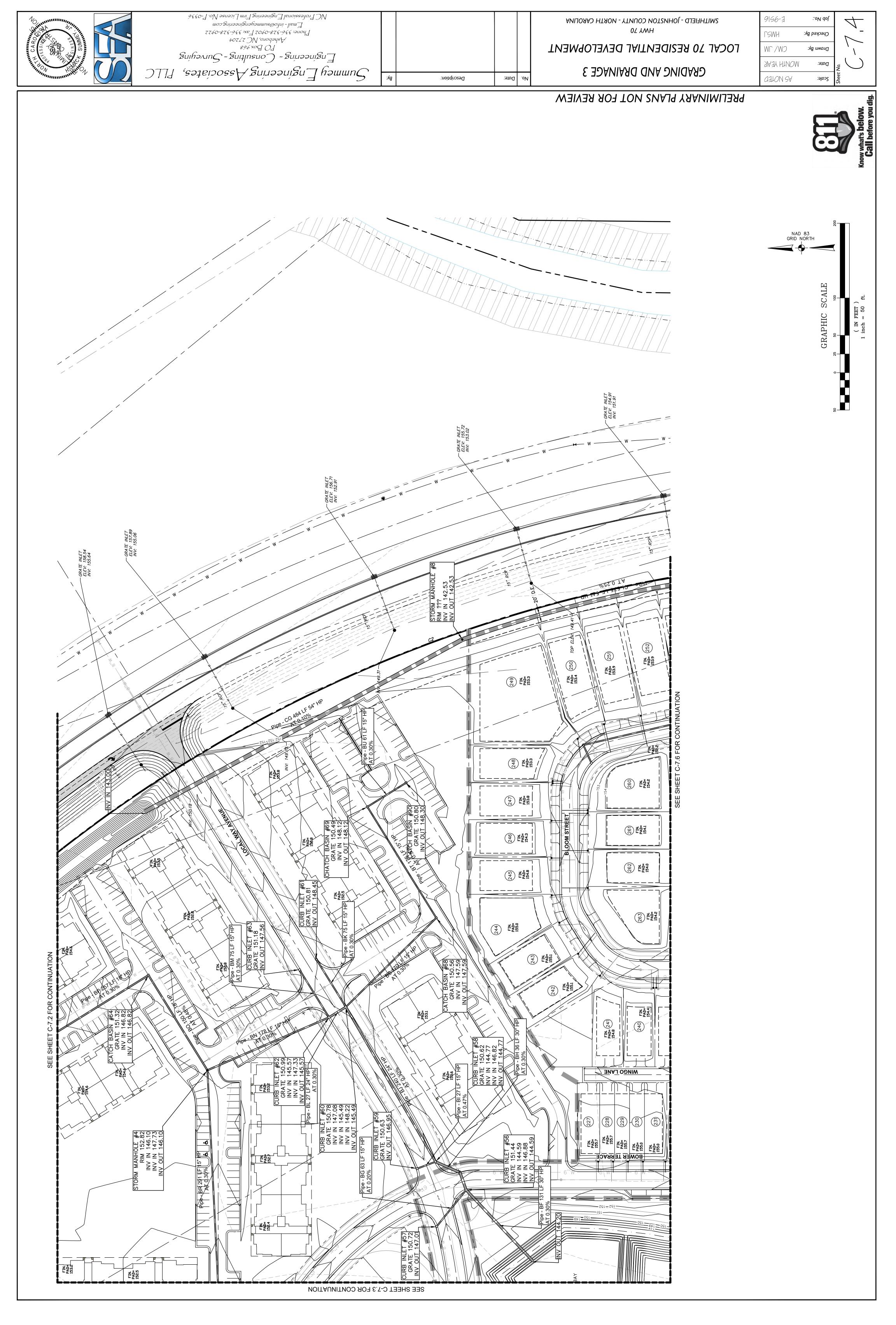


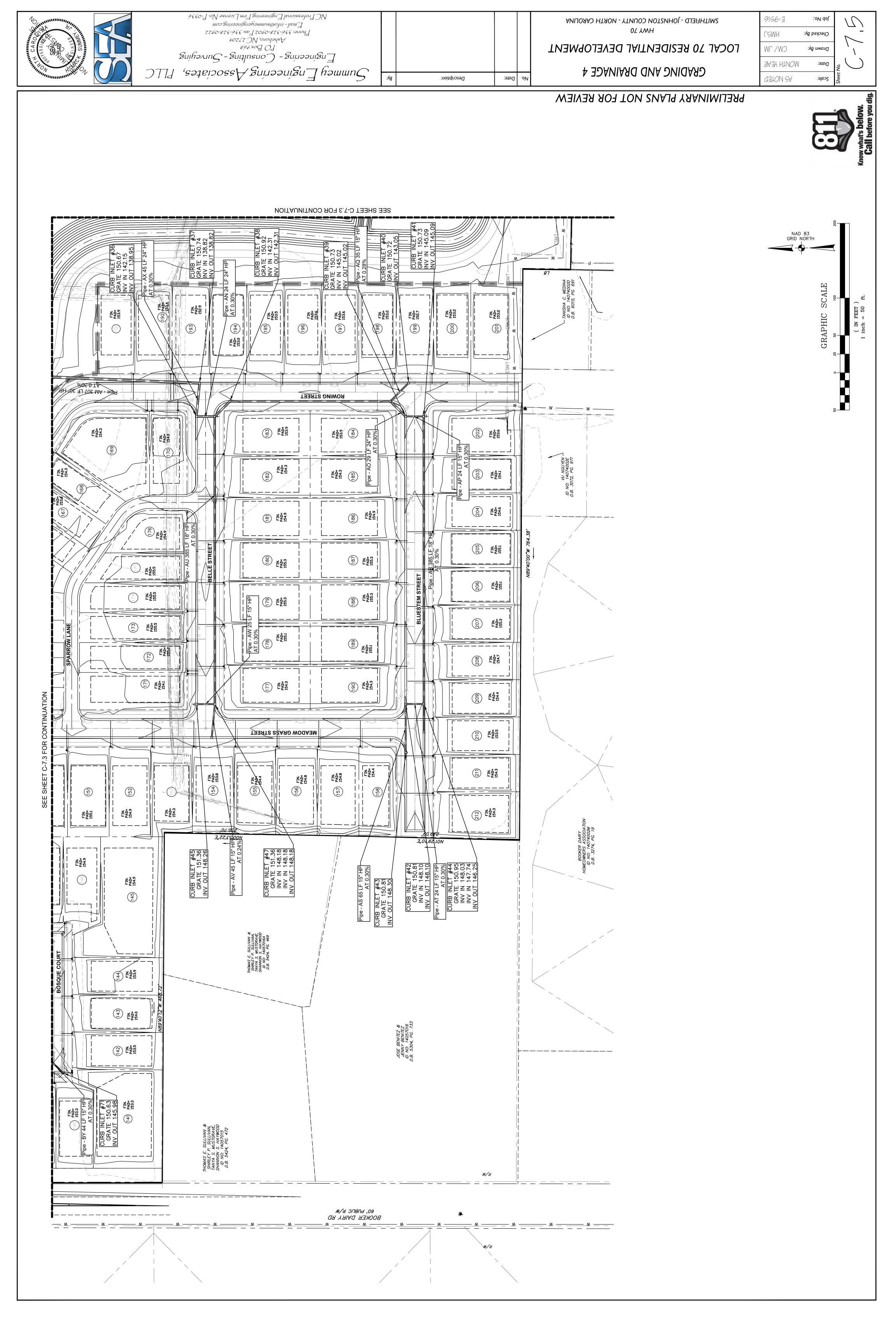


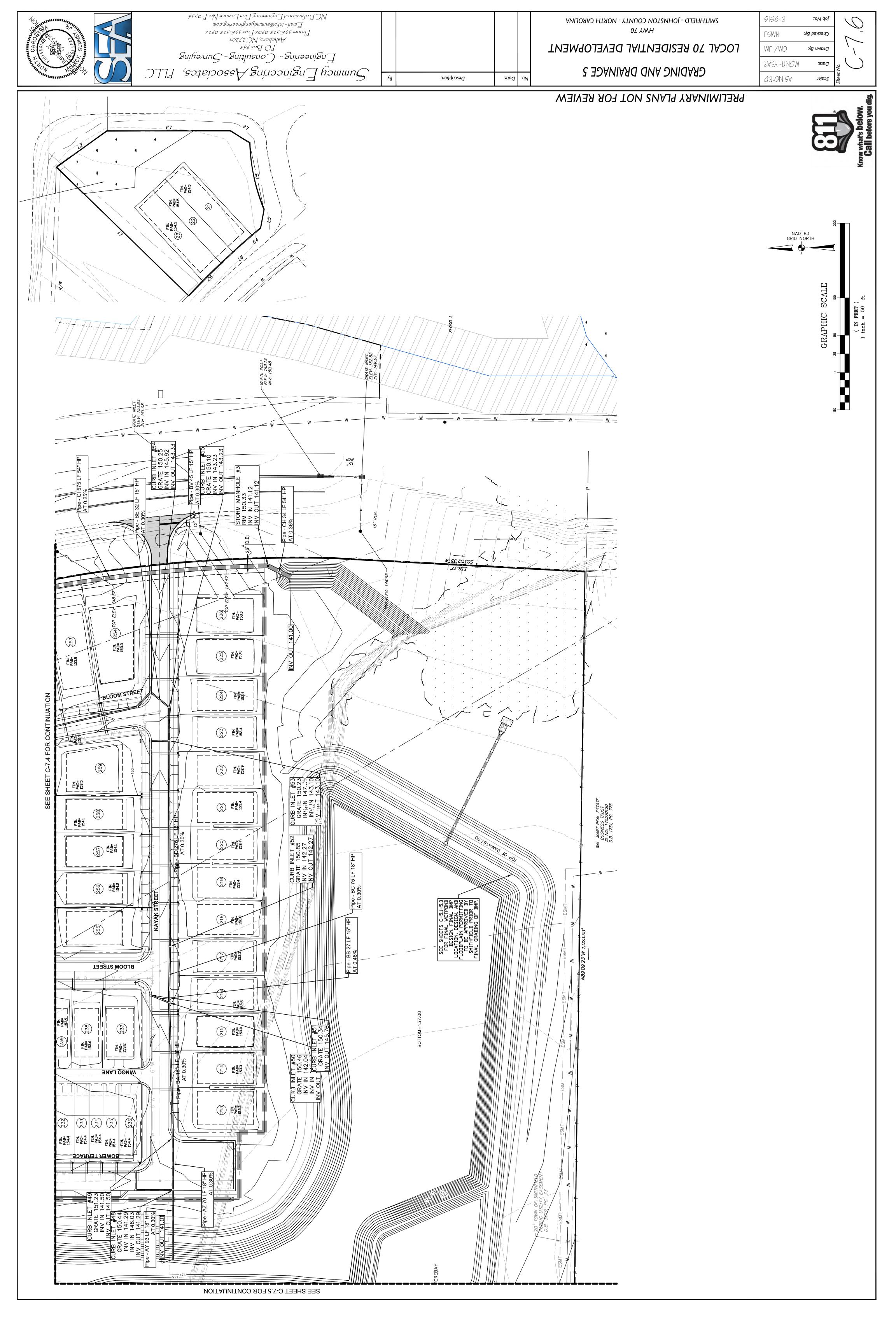


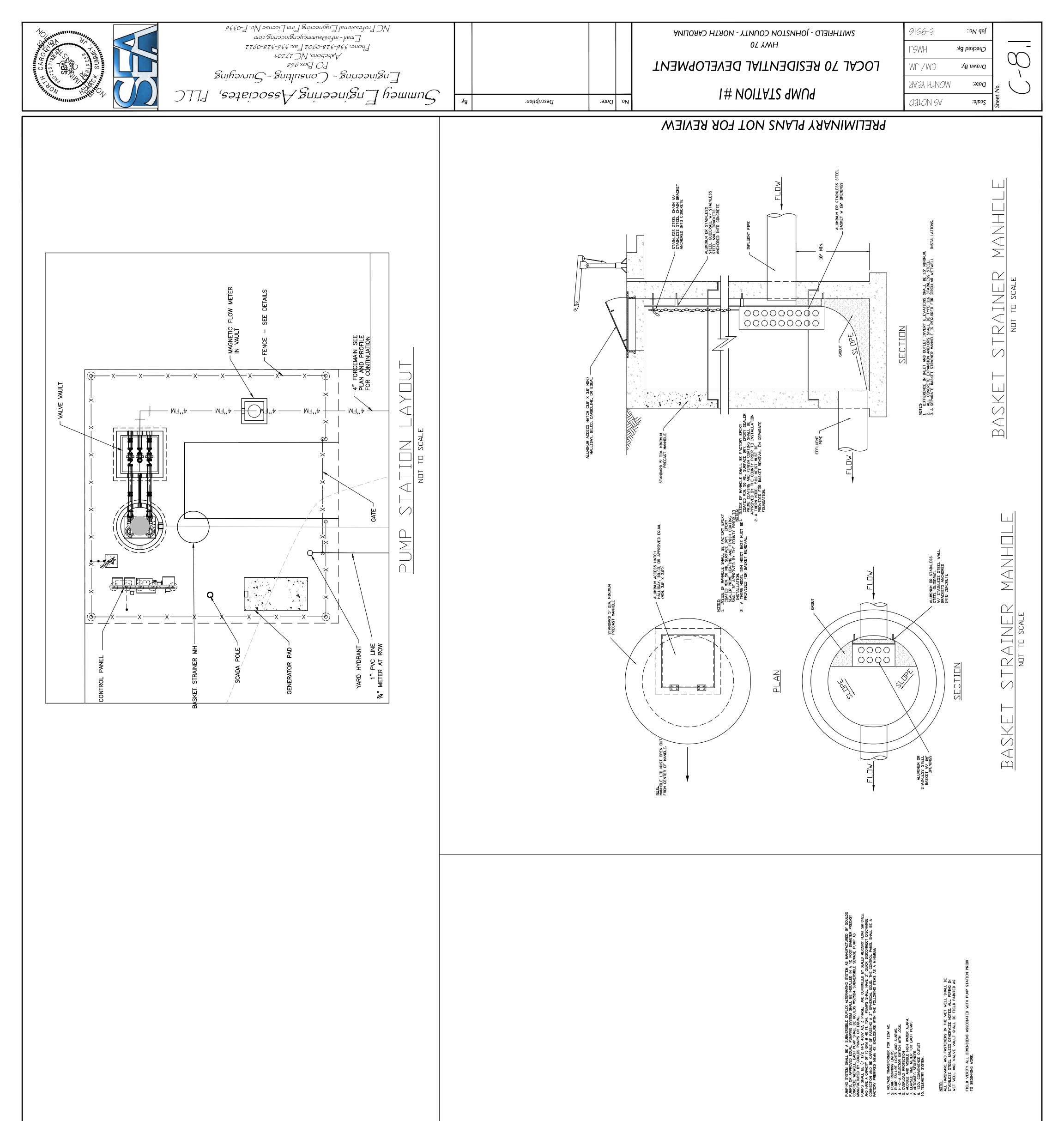


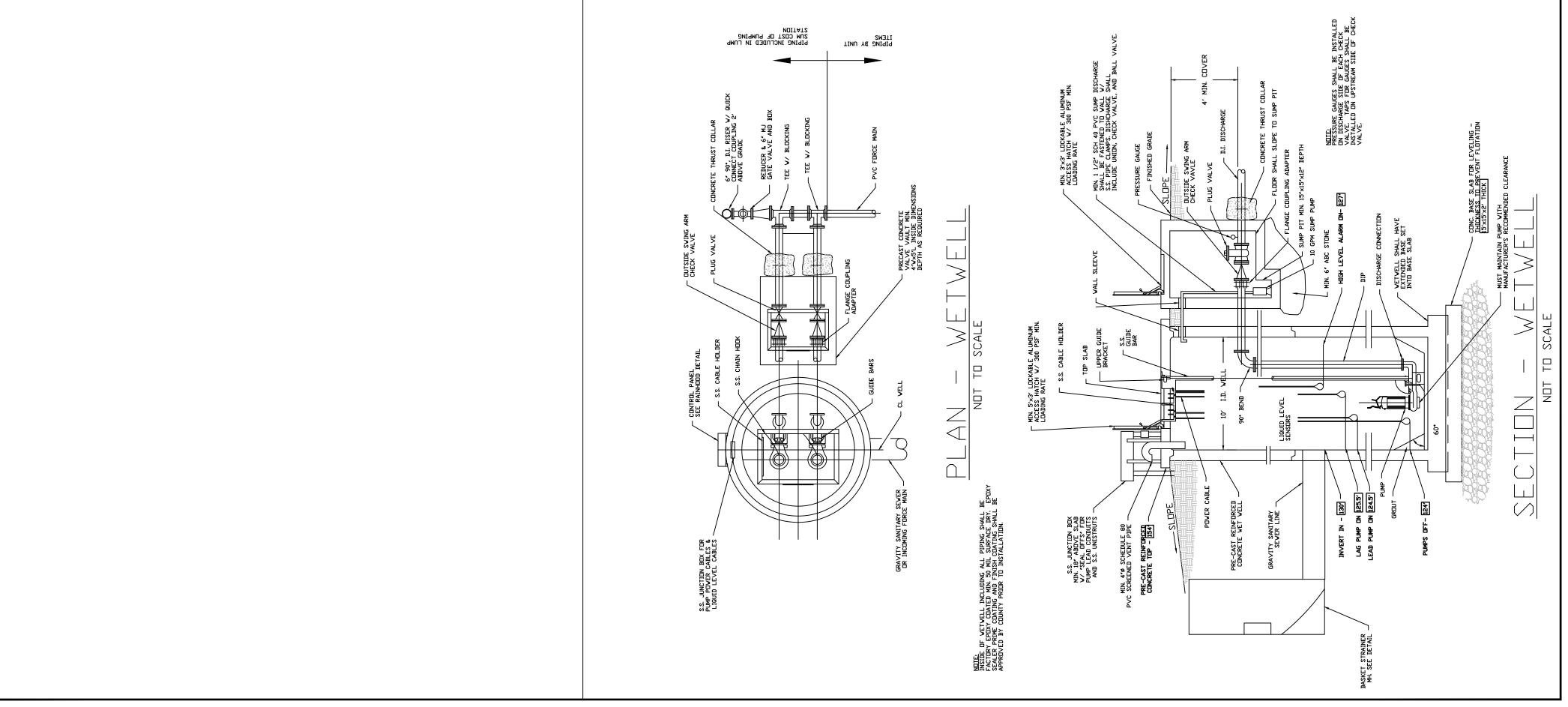


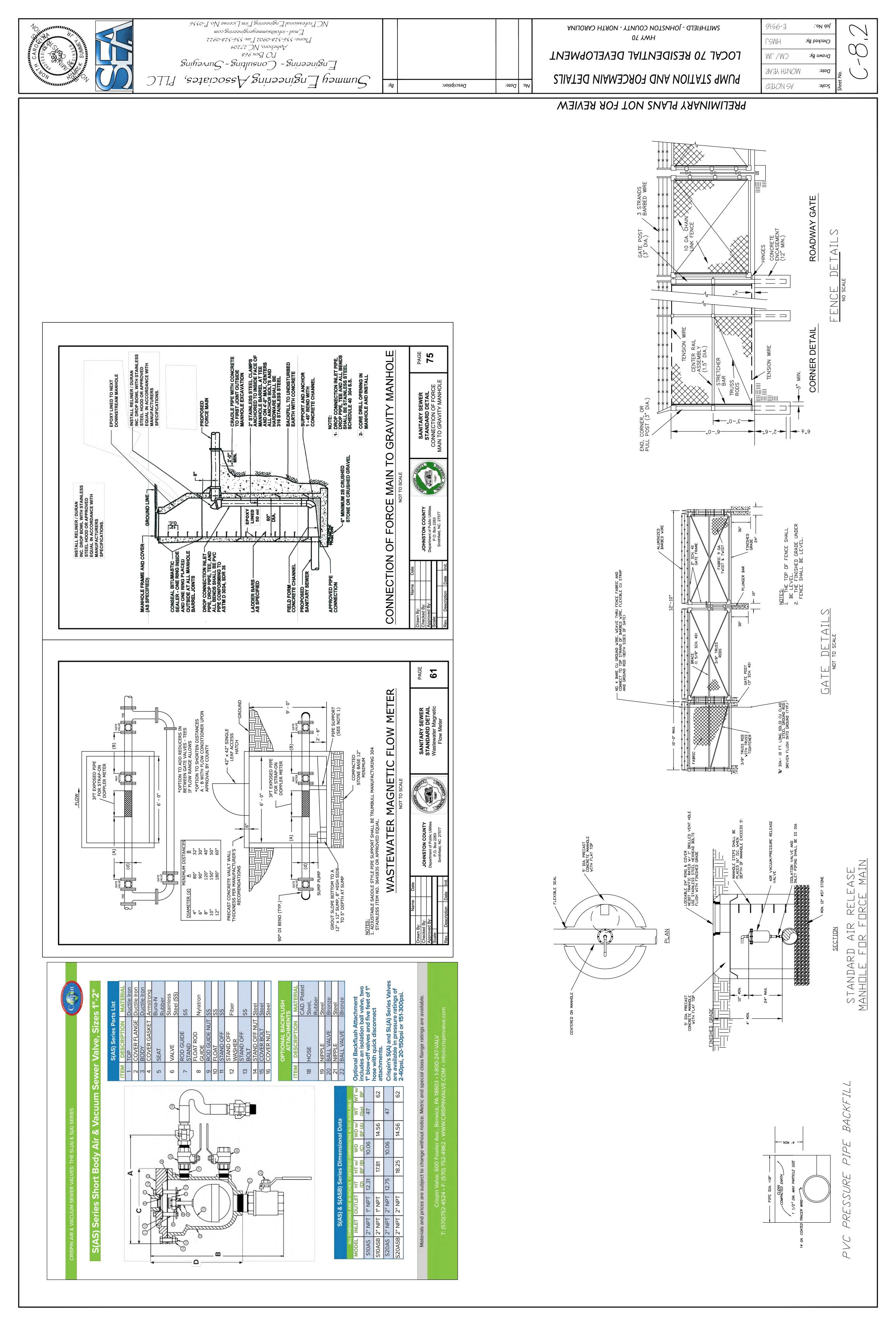


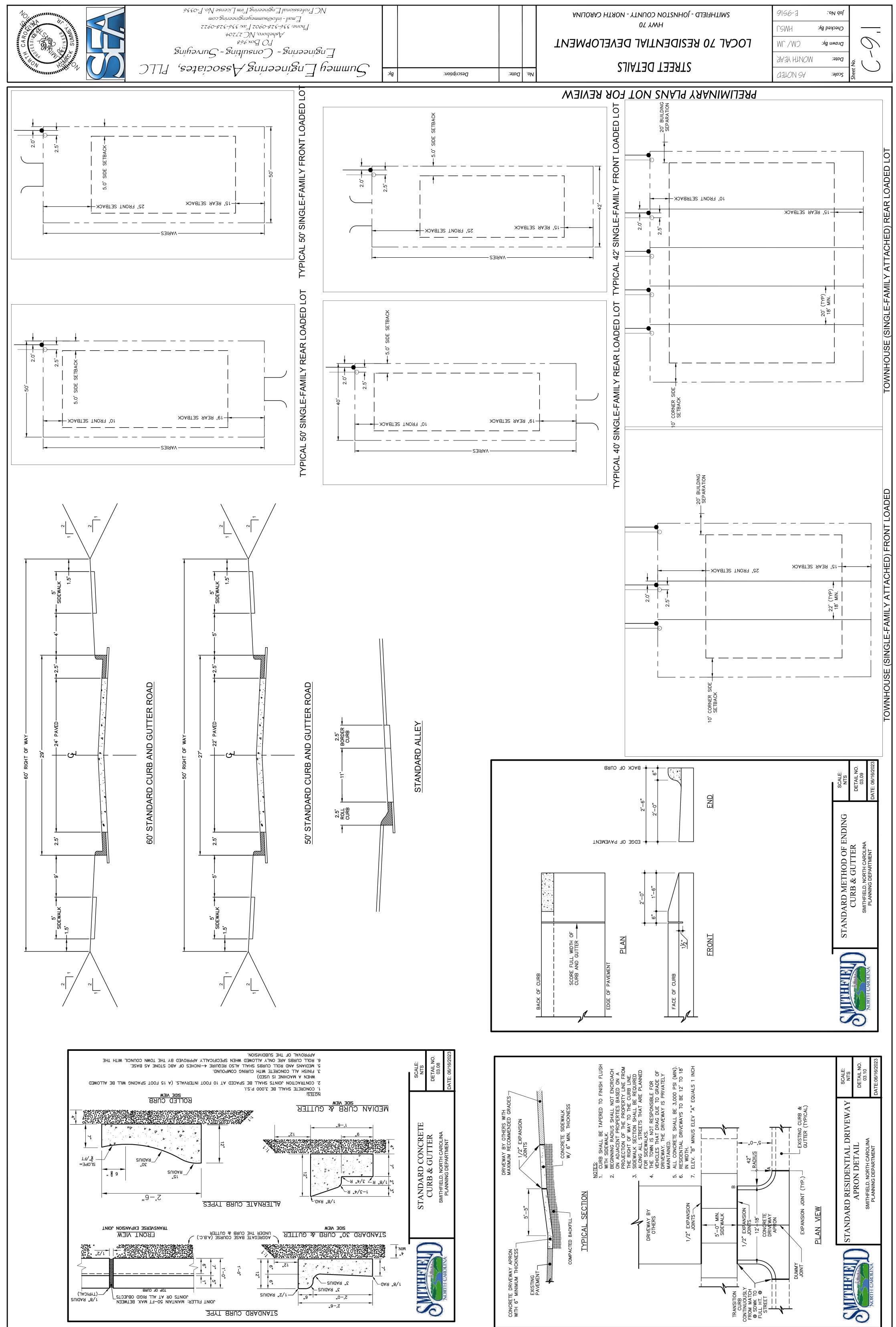




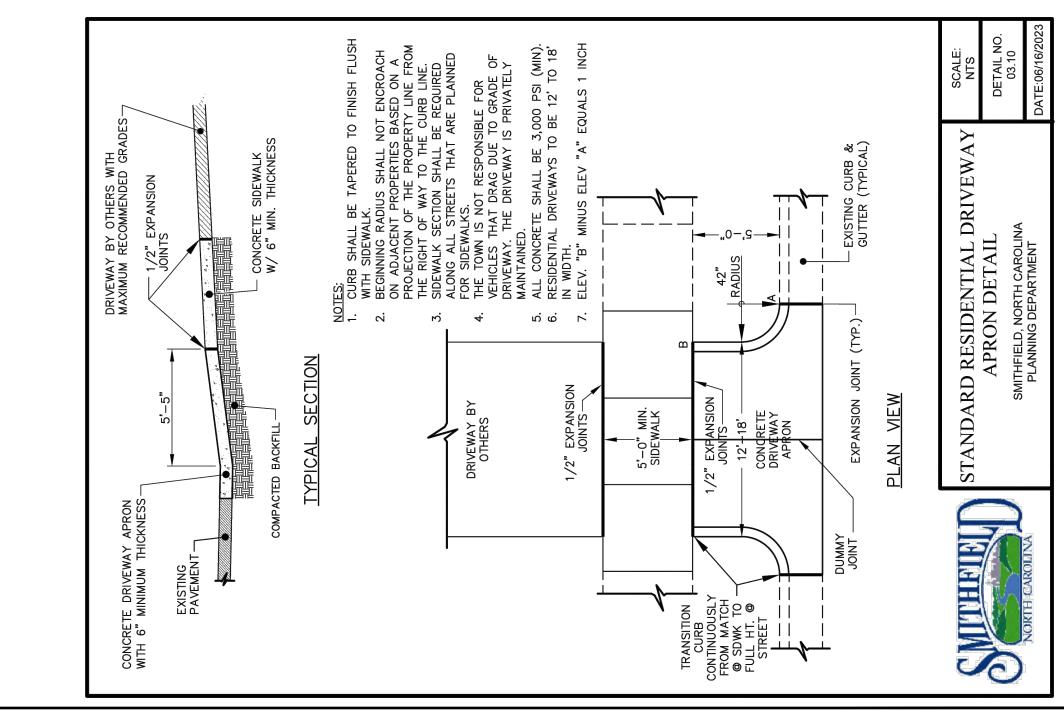


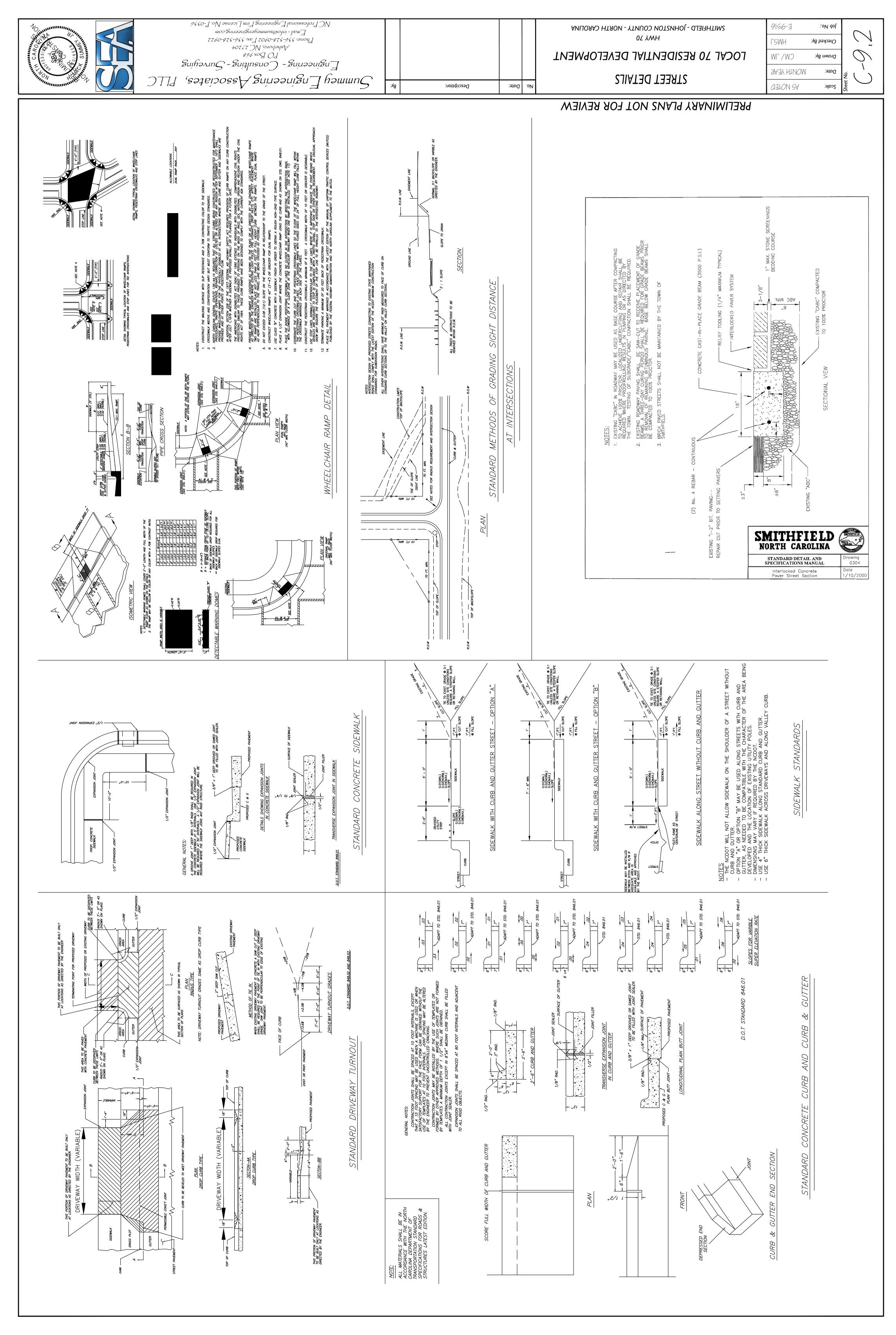


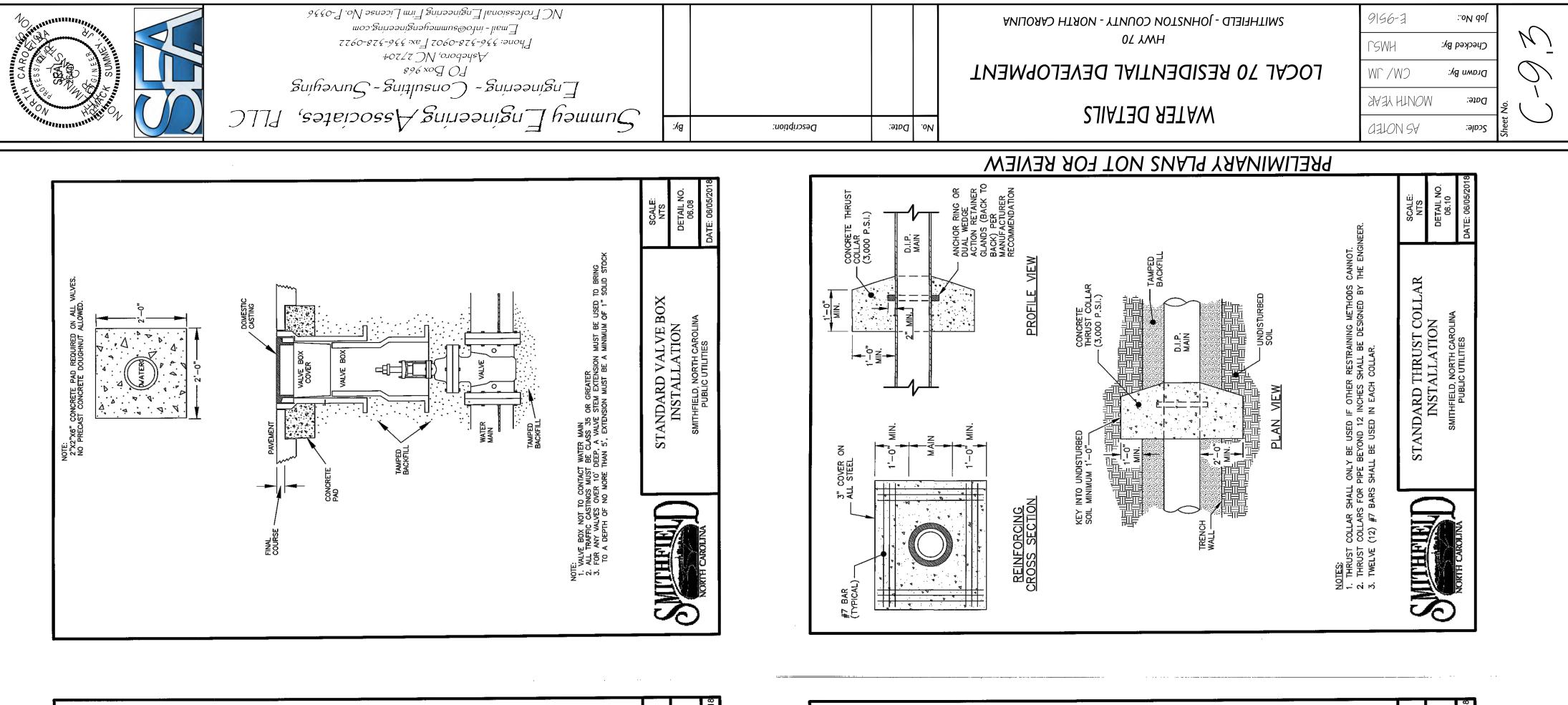


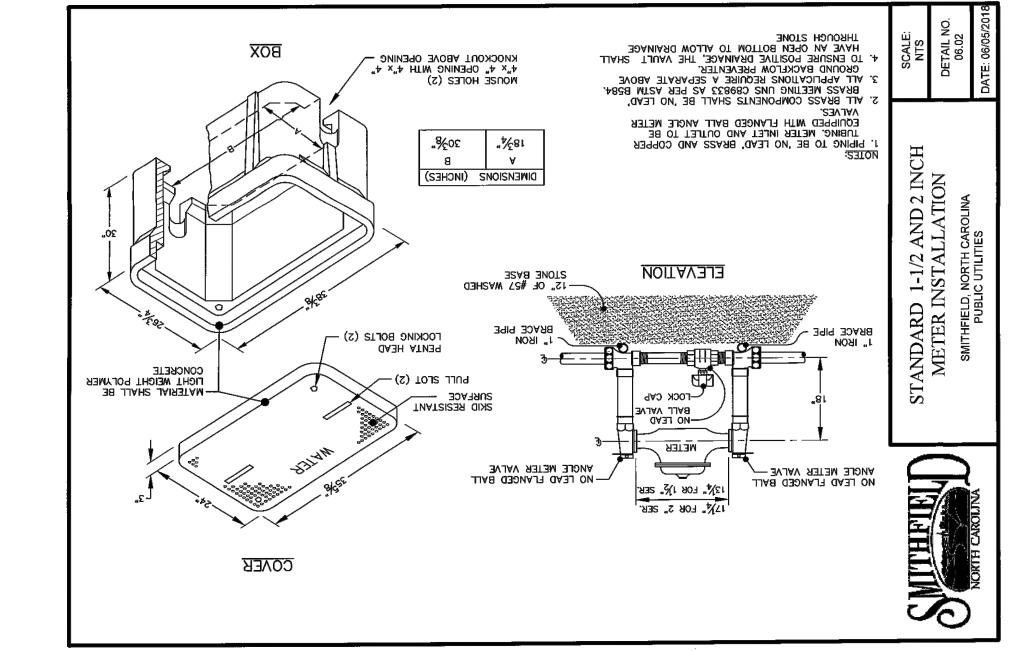


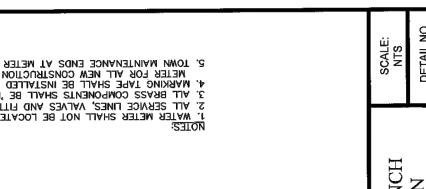




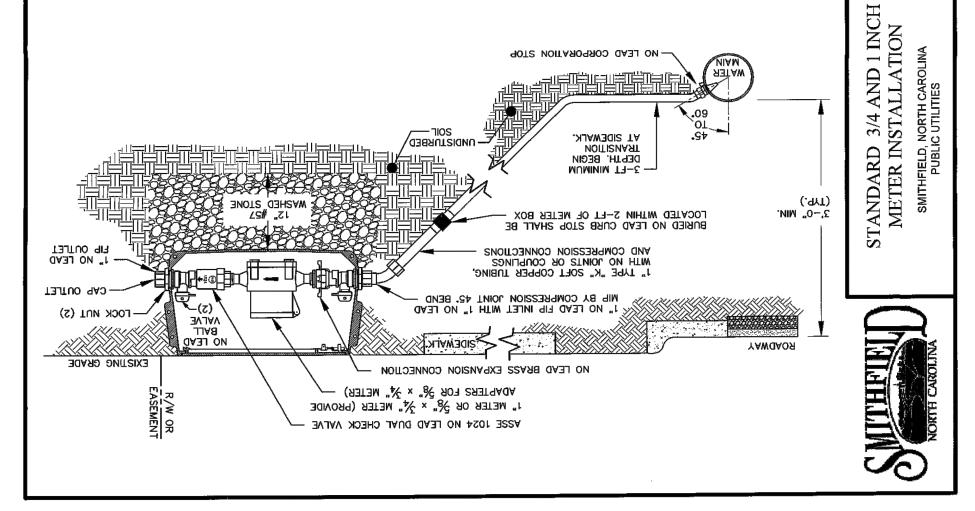






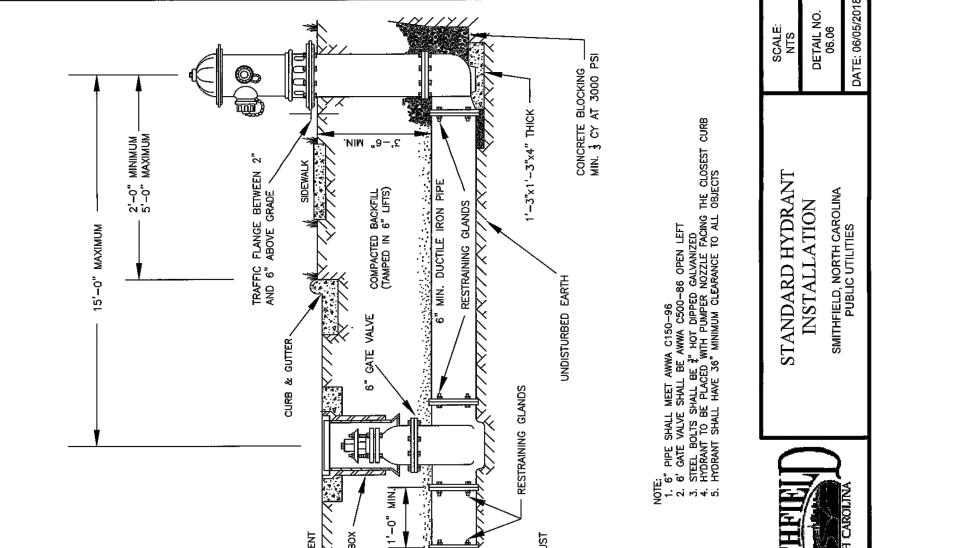


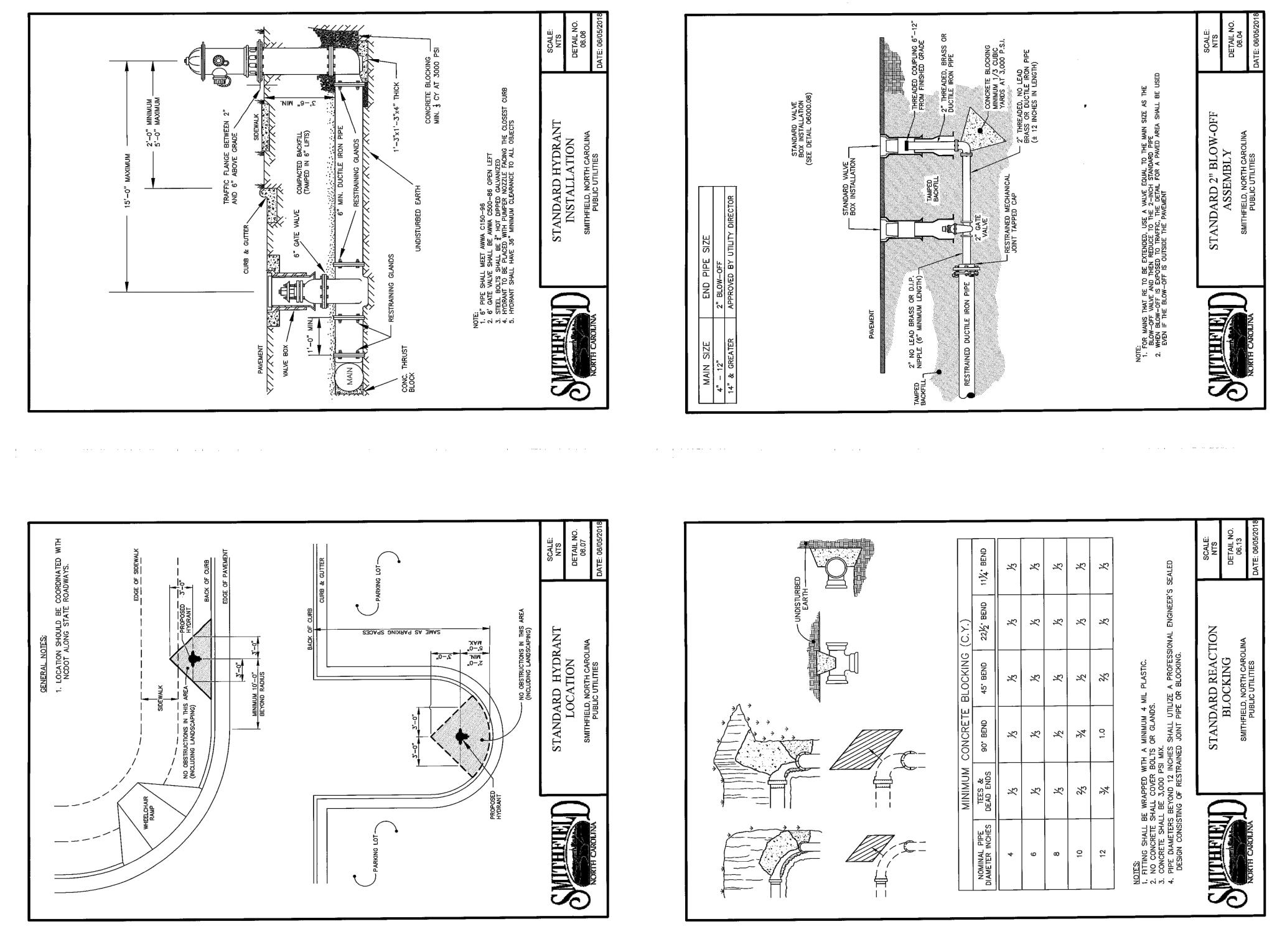
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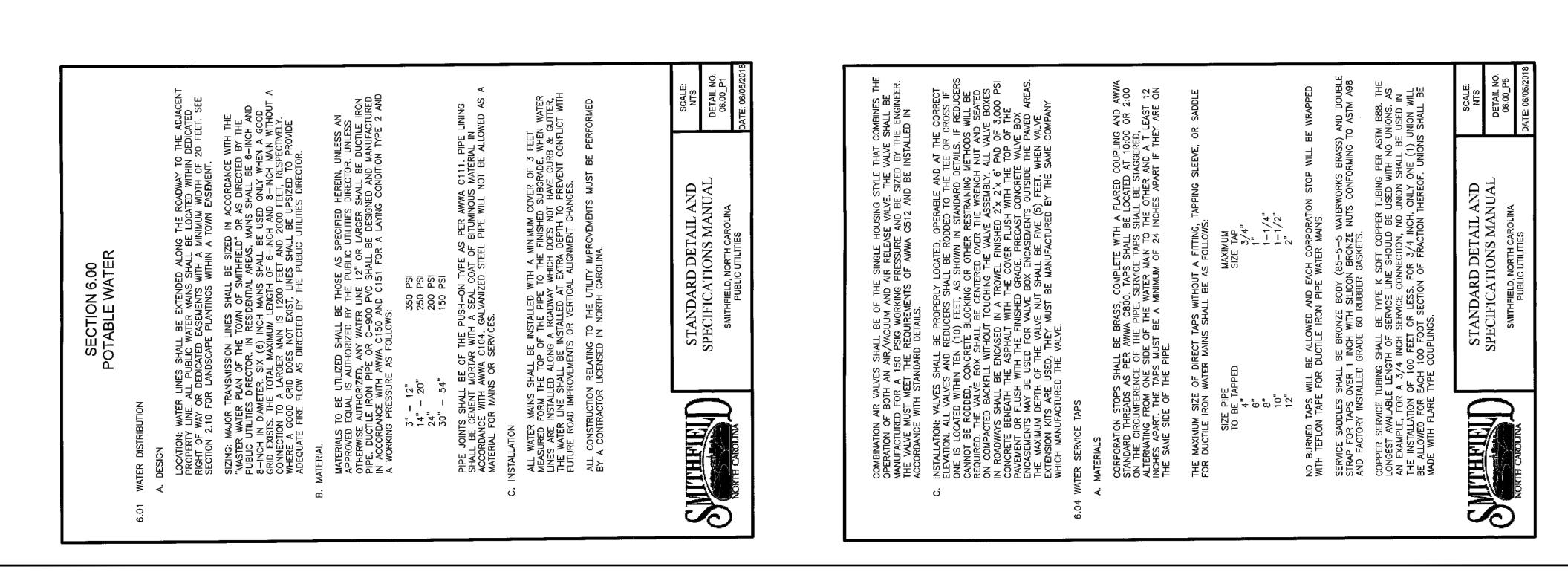
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A CONTRACTOR OF THE CARON OF TH	Cummey Engineering Associates, PLC Final - incomentating Associates No. Ford Plone: 536-900, NC 27204 Phone: 536-928-0922 Plone: 536-928-0922 PLC Ford PLC Ford PLC Ford PLC Ford Ford Ford Ford Ford Ford Ford Ford	:⁄kg	No. Date: Description:	WATER DETAILS LOCAL 70 RESIDENTIAL DEVELOPMENT smithfield - Johnston County - North Carolina	D NO:: E-B219 Deckeq By: HW27 Juge: WONTH YEAR Die: AS NOTED	$\left[\begin{array}{c} a \\ c \\ c \\ c \\ d \\ d \\ d \\ d \\ d \\ d \\ d$
LE AS SHOW ICE WITH 5-INCH ENTS WILL	S, OR MICAL ATING NUT. FTAILS. THE ATING NUT. FTAILS AN FITTINGS VED WITH BLOCKS NO REACTION STATIC BLOCKS NO REACTION STATIC CEMENT FEVE SHALL VO REACTION DS MUST BE ND REACTION DS MUST BE ND REACTION DS MUST BE ND REACTION DS MUST BE ND DS MUST BE ND D		SCALE: NTS DETAIL NO. 06.00_P4 DATE: 06/05/2018	Preliminary plans not for review		
5 (16) INCHES AN GREATER SHALL BE INSTALLED IN A MANHO RD DETAILS T WEDGE GATE VALVES SHALL BE MANUFACTURED IN ACCORDAN SHALL BE CAST IRON AT THE SCREW OR TELESCOPIC WITH A "WATER" STAMPED ON THE COVER. VALVE BOX RING ADJUSTME FD.	BUTTERFLY VALVES SHALL BE INSTALLED IN WATERLINES SIXTEEN (16) INCHER BUTTERFLY VALVES SHALL BE INSTALLED IN WATERLINES SIXTEEN (16) INCHES SHALL BE INSTALLED IN A MANHOLE AS SHOWN IN STANDARD DETAILS. BLOW-OFF ASSEMBLES SHALL BE CONSTRUCTED AS SHOWN IN STANDARD DE VALVE SHALL BE CATE TYPE WITH A NON-RISING STEM AND A 2-INCH OPER PIPE FITTINGS SHALL BE CONSTRUCTED AS SHOWN IN STANDARD DE VALVE SHALL BE CATE TYPE WITH A NON-RISING STEM AND A 2-INCH OPER PIPE FITTINGS SHALL BE DUCTILE IRON DESIGNED AND MANUFACTURED AS FI INTERIOR PRESSURE OF 150 PSI: LARGER SIZE FITTINGS SHALL BE DESIGNED INTERIOR PRESSURE OF 150 PSI: LARGER SIZE FITTINGS SHALL BE DESIGNED INTERIOR PRESSURE OF 150 PSI: COMPACT DUCILLE IRON MECHANICAL JOINT CONTERIOR PRESSURE OF 150 PSI: COMPACT DUCILLE RIN MECHANICAL JOINT CREMENT MORTAR ITH A SEAL COAT OF BITUMINOUS MATERIAL, BL IN ACCOF WITH AWA C104. THENST SHALL BE SECURELY ANCHORED BY THE USE OF CONCRETE THRUST POURED IN PLACE. THE REACTION AREAS ARE SHOWN IN STANDARD DETAILS. CONCRETE SHALL BE TOON RECOMPONENTS SUBJECT TO HYDRO THRUST SHALL BE 3000 PSI CONCRETE ALTERNATIVE RESTRAAL FOR DESIGNED BY A PROFESSIONAL ENGINER REGISTERED IN NORTH CAROLINA A APPROVED BY THE TOWN ENGINER. TAPPING SHALL BE TOWN ENGINER REGISTERED IN NORTH CAROLINA A APPROVED BY THE TOWN ENGINER. TAPPING SHALL BE TOWN ENGINER RECONCINCE SHALL BE TOWN ENCIDENCINCE AND LARGER TO DESIGNED BY A PROFESSIONAL ENGINER REGISTERED IN NORTH CAROLINA A RECONCED BY THE TOWN ENGINER. TAPPING STELL APPING SLEEVES SHALL BY AND STERAL FOR DESIGNED BY A PROVINING REPROVING OF 2.5 WITH A RECONNECTION ON THE BRONCH SCHER SHALL BE COUNDEND ON ASBESTOS- PRESSURE OF 250 PSI: SADDLES SHALL BE COUNCETTOR MANN SIZE PROVE ON THE CURVED SURFACE OF THE SADDLES. STRALE BE CONNECTION ON THE RANDING AFENDES. STRALE BE CONNECTION ON THE RANDING AFENDES. STRALE BE CONNECTION ON THE RANDING AFENDES SHALL BE COUNCETION ON THE RANDON STERPES SHALL BE COUNCETOR ON THE CURVE OF TOR CASE SHALL BE COUNCETOR ON THE CURVE OF SCHER CASE SHALL BE COUNCETOR ON T	AND LARGER	SPECIFICATIONS MANUAL SPECIFICATIONS MANUAL smithfield, North Carolina Public Utilities			
ALL VALVES 16 (16) INCHES THE PIPE TRENCH TRENCH L BE N BINCH C FEET AWA C509 C FEET AWA C509 C FEET N ATLYE BOXES SHALL BE CAST OPENING WITH "WATER" STAMF NOT BE ALLOWED.			Alt: TALE: Alt NO. Bio6/2018	L BE LAID AT L BE LAID AT A WHICH CASE: A WICH CASE: A WICH CASE: A WICH CASE: A WICH CASE: A MID THE WATER A MID THE SEWER AND THE SEWER AND THE SEWER AND THE SEWER AND THE SEWER A MICH CASE A MICH	E PRINKLER VENTER, FOR CROSS I CALIFORNIA ICES SCALE: NTS	AIL NO. .00_P7 16/05/2018

INSTALLATION: HYDRANTS SHALL BE PLUMB, PROPERLY LOCATED WITH T NOZZLE FACING THE CLOSEST STREET. THE BACK OF THE HYDRANT OP CONNECTION SHALL BE FIRMLY BLOCKED AGAINST THE VERTICAL FACE (WITH $\frac{1}{3}$ CUBIC YARD OF CONCRETE. DOUBLE BRIDLE RODS AND COLLAR CONNECTED FORM THE TEE TO THE HYDRANT. RODS SHALL NOT BE LE DIAMETER STOCK AND COATED WITH BITUMINOUS PAINT. A MINIMUM OF OF STONE SHALL BE PLACED AROUND THE DRAINS. THE BACKFILL ARO HYDRANTS SHALL BE THOROUGHLY COMPACTED. HYDRANT INSTALLATION ACCORDANCE WITH STANDARD ROD VALVE RODDING DETAIL.	VES AND APPURTENANCES VES AND APPURTENANCES ICCATION: VALVES SHALL BE INSTALED ON ALL BRANCHES FORM FEED HYDRANTS ACCORDING TO THE FOLLOWING SCHEDULE: 3 VALVES AT TEES: AND ONE VALVE ON THE FEEDER MAIN WITHIN A FEET, OR LESS, ONLY ONE VALVE ON EACH HYDRANT BRANCH. WHEN A OF WATERLINE IS CONNECTED BACK INTO THE FEEDER MAIN WITHIN A FEET, OR LESS, ONLY ONE VALVE ON EACH HYDRANT BRANCH. WHEN A WHERE NO WATERLINE INTERSECTIONS ARE EXISTING, A MAIN LINE VALV NINTELD AT EVERY 100 FEET PER 1 INCH DIAMETER MAIN UP TO A 2,000 FEET BETWEEN VALVES. BLOWOFFS SHALL BE INSTALLED AT THLE END OF ALL DEAD-END WATER COMBINATION AIR VALVES SHALL BE INSTALLED AT ALL HIGH POINTS OF BLOWOFFS SHALL BE INSTALLED AT ALL HIGH POINTS OF INCHES IN DIAMETER OR LARGER AND AT OTHER LOCATIONS AS DIRECT BLOWOFFS SHALL BE INSTALLED AT A GRADE WHICH WILL ALLOW MIGRET TO A HIGHPOINT, WHERE THE AIR CAN BE RELEASED THROUGH MIGRET TO A HIGHPOINT, WHERE THE AIR CAN BE RELEASED THROUGH A MINIUW PIPE SLOPE OF ONE (1) FOOT PER 500 FEET SHOULD BE SIZE OF THE AIR VALVE SHALL BE INSTALLED AT ALL HIGH POINTS OF A MINIUW PIPE SLOPE OF ONE (1) FOOT PER 500 FEET SHOULD BE SIZE OF THE AIR VALVE SHALL BE INSTALLED AT ALL HIGH WILL ALLOW MIGRET TO A HIGHPOINT, WHERE THAN 2 INCHES, SHALL BE INSTALLEL A MINIUM PIPE SLOPE OF ONE (1) FOOT PER 500 FEET SHOULD BE SIZE OF THE AIR VALVE SHALL BE INSTALLED AT ALL SHALL BE INDUMINED WITH RON BODY, BRONZE MOUNTING DOUBLE O-RING SEA A MINIUM PIPE SLOPE OF ONE (1) FOOT PER SHALL BE INSTALLED ONLY UND SUPERVISION OF THE TOWN ENGINEER AND SHALL BE INSTALLED ONLY UND SUPERVISION OF THE TOWN ENGINEER AND SHALL BE INSTALLED ONLY UND SUPERVISION OF THE SIDE OR LARGER, INSTALLED IN A VERTICAL POSITION. CATE VALVES, 16 INCHES OR LARGER, SHALL BE INSTALLED ONLY UND SUPERVISION OF THE TOWN ENGINEER AND SHALL BE INSTALLED ONLY UND SUPERVISION OF THE SIDE OR LARGER, INSTALLED IN A VERTICAL SCRAP BYASS LOCATED ON THE SIDE OR LARGER, INSTALLED IN A VERTICAL STALLES BE INSTALLED IN SPECAL CONTINUE OF THE BOD	STANDARD DETAIL AND SPECIFICATIONS MANUAL SMITHFIELD, NORTH CAROLINA PUBLIC UTILITIES	WIER METER SIZING FOR FLUSH VALVES MATER METER SIZE (INCHES) LOAD RANGE (FIXTURES) FLOW PAN 3/4" PD 9 - 305 20 - 205 200 3/4" PD 9 - 205 500 200 200 3'1 or C 000 - 2500 200 200 200 3'1 or C 000 - 2500 5000 200 200 3'1 or C 000 - 2500 5000 200 200 3'1 or C 0000 NUST BE SIZED ON A CASE BY CASE BUSIS) 200 200 200 200 5 E LATION OF WATER MAINS TO SANITARY AND STORM SEWERS ALTERST TRAIL STRANDING NET STREPT COMMINS SHURDER MAIN SHURDER SHORE MAIN AND ELENST EIGHTER VIEWER MAIN SHURDER SHORE MAIN AND ELENST EIGHTER MAIN SHURDER MAIN AT LEAST EIGHTER MAIN AND STREER MAIN AND STREER MAIN AND STREER MAIN SHURDER MAIN AND SHURDER SHORE MAIN AND ELENST EIGHTER MAIN AND SHURDER MAIN SHURDER MAIN SHURDER MAIN SHURDER MAIN AND STREER SHURDER MAIN SHURDER MAIN SHURDER MAIN SHURDER MAIN SHURDER MAIN SHURDER MAIN MAIN ELENST EIGHTER MAIN TO CROSS SHURDER SHURDER MAIN SHURDER MAIN SHURDER MAIN AND SHURDER MAIN AND SHURDER MAIN AND STREER MAIN AND STREER MAIN AND STREER MAIN AND STREER MAIN AND SHURDER MAIN SHURER MAIN AND STREER MAIN AND STREER MAIN AND STREER MAIN A
C. INSTALLATION: HYDRAN NOZZLE FACING THE I CONNECTION SHALL B WITH $\frac{1}{3}$ CUBIC YARD C CONNECTED FORM TH DIAMETER STOCK AND OF STONE SHALL BE HYDRANTS SHALL BE ACCORDANCE WITH ST	 6.03 VALVES AND APPURTENANCES A. LOCATION: VALVES SHALL BE INSTALLED HYDRANTS ACCORDING TO THE FOLLOWIN VALVES AT TEES, AND ONE VALVE ON EOF WATERLINE IS CONNECTED BACK INTI- FEET, OR LESS, ONLY ONE VALVE WILL WHERE NO WATERLINE INTERSECTIONS A INSTALLED AT EVERY 100 FEET PER 1 1 2,000 FEET BETWEEN VALVES. BLOWOFFS SHALL BE INSTALLED AT THE COMBINATION AIR VALVES SHALL BE INS INCHES IN DIAMETER OR LARGER AND A ENGINEER. BLOWOFFS SHALL BE NISTALLED A INNIMUM PIPE SLOPE OF ONE (1) FC A MINIMUM PIPE SLOPE OF ONE (1) FC SIZE OF THE AIR VALVE SHALL BE DESI OINT WITH IRON BODY, BRONZE MOUNIN NON-RISING STEM AND OPEN LEFT, WIT GATE VALVES, UP TO AND INCLUDING 1 POSITION. GATE VALVES, 16 INCHES OR LARGER, GRASE BYPASS LOCATED ON THE SIDE OF THE NOT REQUIRE ROLLERS. GATE VALVES, 16 INCHES OR LARGER, BYPASS LOCATED ON THE SIDE OF THE NOT REQUIRE ROLLERS. 	CINER CONTRACTOR	WATER SIZE (INCHES) 3/4" PD 1" PD 1" PD 3/4" PD 1" PD 2" T Or C 7" T OR MAINS 1. THE WATER MAINS 1. THE WATER MAIN SIL BOTTOM MAIN AT LEAS 1. THE WATER MAIN SIL BOTTOM MAIN AT LEAS 1. THE WATER MAIN SIL BOTTOM MAIN AT LEAS 1. THE WATER MAIN SIL 1. THE WATER SIL 1. THE WATER SIL 1. THE WATER

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FIRE HYDRANTS A. LOCATION: ALL FIRE HYDRANTS SHALL BE INSTALLED ON A WATER LINE WITH A DIAMETER NO SMALLER THAN 6 INCHES. ONLY ONE FIRE HYDRANT AT EACH STREET NO SMALLER THAN 6 INCHES. ONLY ONE FIRE HYDRANT AT EACH STREET INTERSECTION. IN RESIDENTIAL DISTRICTS, THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS, MEASURED ALONG STREET CENTERLINES, SHALL BE 500 FEET. WHEN RESIDENTIAL INTERSECTIONS ARE NOT MORE THAN 700 FEET APART, NO HYDRANT IS REQUIRED BETWEEN THE INTERSECTIONS. IN BUSINESS, OFFICE AND INSTITUTIONAL, AND NUDUSTRIAL INTERSECTIONS. IN BUSINESS, OFFICE AND INSTITUTIONAL, AND NUDUSTRIAL INTERSECTIONS. IN BUSINESS, OFFICE AND INSTITUTIONAL, AND NUDUSTRIAL INTERSECTIONS. ON MAJOR THAN 450 FEET APART, NO HYDRANTS REQUIRED BETWEEN INTERSECTIONS. ON MAJOR THAN 450 FEET APART, NO HYDRANTS REQUIRED BETWEEN INTERSECTIONS. ON MAJOR THOROUGHFARES OR ARTERIALS AND COLLECTOR STREETS WITH ACCESS POINTS ONLY AT STREET INTERSECTIONS, HYDRANTS SHALL BE LOCATED AT EACH STREET INTERSECTIONS. AND FAILL BE LOCATED AT APART, NO HYDRANTS SHALL BE LOCATED AT EACH STREET INTERSECTIONS. AND AT 7,000 FOOT INTERVALS ALONG THE STREET. WHEN BENCINCINS ARE LESS THAN 1,200 FEET APART, NO HYDRANT IS REQUIRED BETWEEN THE INTERSECTIONS. THE MINIMUM ACCEPTABLE FLOW FOR FIRE HYDRANTS STALL BE PLACED IN A STREET INTERSECTIONS. HYDRANTS ON BOTH SIDES OF ANY ROADWAY CLASSIFIED AS A MAJOR OR MINOR THAN 450 COLLECTORS. FIRE HYDRANTS STALL BE LOCATED WITH THE SACONTED WITH THE FLOW FOR FIRE HYDRANTS STALL BE LOCATED WITHIN FIFTEN (15) FEET OF THE FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED WITHIN FIFTEN (15) FEET OF THE FIRE HYDRANT.	WHEN NEW BUILDINGS ARE CONSTRUCTED OR EXISTING BUILDINGS ARE EXPANDED AND CONTAIN 10,000 SQUARE FEET OF FLOOR SPACE (ALL FLOORS OF ALL BUILDINGS, ADDED TOGETHER), HYDRANTS SHALL BE INSTALLED AT 300 FOOT INTERVALS ALONG ALL SIDES OF THE BUILDING THAT ARE ACCESSIBLE TO FIRE PUMPERS. THESE HYDRANTS SHALL BE AT LEAST 40 FEET AWAY FROM THE BUILDING. THE TOTAL NUMBER OF HYDRANTS REQUIRED SHALL NOT EXCEED ONE HYDRANT PER SEPARATION OF BUILDINGS PLUS ONE HYDRANT FER TOTAL NUMBER OF SPLUS ONE HYDRANT PER SPARATION OF BUILDINGS PLUS ONE HYDRANT PER SPARATION OF BUILDINGS PLUS ONE HYDRANT PER TOTAL NUMBER OF SPLUS ONE HYDRANT PER SPARATION OF BUILDINGS PLUS ONE HYDRANT PER SPRINKLER SYSTEMS ARE USED, A FIRE DEPARTMENT CONNECTION SHALL BE PROVIDED ON THE BUILDING. THE FIRE PROVIDED ON THE BUILDING ON ARE REQUIRED, OUTSIDE ACCESS IN ACCORDANCE WITH NORTH CAROLINA BUILDING CODE SHALL BE PROVIDED. BACKFLOW PREVENTION FOR SPRINKLER SYSTEMS SHALL BE AS SPECIFIED IN SECTION 6.06 OF THESE STANDARDS.	Specifications: Hydrants Shall Conform to awwa C502 with a minimum valve opening of 4½ inches. Hydrants Shall be furnished with a 4½ inch steamer and double 2½ inch hose connections with caps and chains, national standar threads, mechanical Joint, 1½ inch pentagon operating NUT, open Left, Paintei Fire Hydrant Red, bronze to bronze Seating, a minimum 3¼ inch foot bury depth with a break away ground line flange and break away rod coupling. The Hydrant bonnet will be designed with a sealed oil or grease reservoir with o-ring seals and a teflon thrust bearing, as furnished by mediler "Centurion" (a-421), kennedy "guardian" or american daring (mark 73–5). Fir Hydrant Caps Shall be attached to the body of the Hydrant with a minimum 2/0 twist link, heavy duty, non-kinking, machine chain.	STANDARD DETAIL AND SPECIFICATIONS MANUAL SMITHFIELD, NORTH CAROLINA PUBLIC UTILITIES
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PLETE UNIT ER STOPS TH A LOCKING SMITHFIELD.	R WITH A	POLYMER INCH SHALL BE LVE OR	CONTRACTOR D UPSTREAM	CCESS DOOR CCESS DOOR HINGES & SHALL BE	EACH WATER RD DETAILS.	THE EDGE OF THE THE EDGE OF THE BOX OR VAULT SHALL DENTAL AREAS. IN ON A CASE-BY-CASE CIFIED IN SECTION	ONTRACTOR OF THE HFIELD UTILITY	water meter size		E (FIXTURES) 0 50 100 200 400 600	SCALE: NTS	DETAIL NO. 06.00_P6	DATE: 06/05/2018
CAST IRON AND A COMPLETE UNIT NCH WATER METER. METER STOPS GLE OF 60 DEGREES WITH A LOCKING LLED BY THE TOWN OF SMITHFIELD. EPTABLE.	CAST IRON BOX AND COVER	ES SHALL BE LIGHT WEIGHT POLYM PIPING FOR 1-1/2 AND 2 INCH AND COPPER TUBING AND SHALL AND BY-PASS FLANGED VALVE OR	MADE BY A PRIVATE CO ER SHALL BE PROVIDED	MEET HS-20 LOADING TRAVEL AREAS. THE AV LE, STAINLESS STEEL HOLD OPEN ARM, ANG 3. POSITIVE DRAINAGE	M THE MAIN TO EACH CE WITH STANDARD DI WET TAPS.	ULAR FROM THE MAIN LIN BE LOCATED AT THE EDO WATER METER BOX OR ' AREAS IN RESIDENTIAL AF AREAS IN RESIDENTIAL AF ALL BE AS SPECIFIED IN	A LICENSED UTILITY CI E THE RESPONSIBILITY BY THE TOWN OF SMIT ANDARD DETAILS.	ON THE WATER DEMAND. WATEF	I TANKS	FLOW RANGE 0 - 20 50 - 50 100 - 20 200 - 20 200 - 20	AIL AND	MANUAL Rolina	6
SHALL BE BY 3/4 II INLET AN BE INSTAL NOT ACCE	HALL BE	2 INCH SERVICES SH NDARD DETAILS. PIPIN TED FROM BRASS AND VALVE OUTLETS AND INLETS	I 2 INCHES SHALL BE MADE BY DEVELOPER. A STRAINER SHALL FER THAN 2 INCHES.	RIGHT-OF-WAY SHALL LOCATED OUTSIDE OF USH DROP LIFT HAND LOCK, AN AUTOMATIC DW FOR EASY OPENING TS.	S SHALL BE PROVIDED FROM THE MAIN TO EACH WATE RESIDENCES IN ACCORDANCE WITH STANDARD DETAILS MAINS SHALL BE MADE BY WET TAPS.	IE MADE PERPENDICUL METER WHICH SHALL B , OR EASEMENT. NO V MALKS, OR PARKING AF R LOCATION SHALL BE .OW PREVENTION SHALL	SHALL BE MADE BY AROLINA AND SHALL B HALL BE INSPECTED E ACCORDANCE WITH ST	d based	TABLE 5.1 ER SIZING FOR FLUSH TANKS	LOAD RANGE (FIXTURES) 1 - 22 22 - 140 140 - 450 450 - 1000 1000 - 2500 2500 - 5000	STANDARD DETAIL AND	SPECIFICATIONS MANUAI smithfield, north carolina	PUBLIC UTILITIES
ER BOXES FOR 3/4 INCH SERVICES S S METER) FOR SETTING A 5/8 INCH L BE O-RING SEALED AND HAVE AN RESIDENTIAL SERVICE METERS SHALL FRESIDENTIAL SERVICE METERS SHALL FRESIDENTIAL SERVICE METERS SHALL	BOXES FOR 1 INCH SERVICES S YOKE AND A COPPER RESETTER.	BOXES FOR 1-1/2 AND 2 INCH SERVICES ETE AS INDICATED IN STANDARD DETAILS. F ES SHALL BE CONSTRUCTED FROM BRASS ED WITH ANGLED CHECK VALVE OUTLETS A SS FLANGED BALL VALVE INLETS	THE PROPERTY OWNER OR DEVELOPER. A STRAIN THE PROPERTY OWNER OR DEVELOPER. A STRAIN THE METER ON LINES GREATER THAN 2 INCHES.	METER VAULTS WITHIN STREET RIGHT-OF-WAY SHALL MEET HS-20 LOADING REQUIREMENTS AND SHALL BE LOCATED OUTSIDE OF TRAVEL AREAS. THE ACCESS SHALL BE ALUMINUM WITH A FLUSH DROP LIFT HANDLE, STAINLESS STEEL HINGES BOLTS, STAINLESS STEEL SLAM LOCK, AN AUTOMATIC HOLD OPEN ARM, AND COMPRESSION SPRINGS TO ALLOW FOR EASY OPENING. POSITIVE DRAINAGE SHALL PROVIDED FOR ALL METER VAULTS.	INDIVIDUAL WATER SERVICES SH METER FOR SINGLE FAMILY RES CONNECTIONS TO EXISTING MAIN	SERVICE CONNECTIONS SHALL BE MADE PERPENDICULAR FROM THE MAIN SHALL RUN STRAIGHT TO THE METER WHICH SHALL BE LOCATED AT THE I SERVICED LOT'S RIGHT-OF-WAY, OR EASEMENT. NO WATER METER BOX O BE LOCATED IN STREETS, SIDEWALKS, OR PARKING AREAS IN RESIDENTIAL NON-RESIDENTIAL AREAS, METER LOCATION SHALL BE CONSIDERED ON A BASIS. PROVISIONS FOR BACKFLOW PREVENTION SHALL BE AS SPECIFIED 6.06 OF THESE STANDARDS.	SERVICE TAPS TO WATER MAINS SHALL BE MADE BY A LICENSED UTILITY CONTRACTOR THAT IS LICENSED IN NORTH CAROLINA AND SHALL BE THE RESPONSIBILITY OF THE OWNER OR DEVELOPER. TAPS SHALL BE INSPECTED BY THE TOWN OF SMITHFIELD UTI DEPARTMENT AND SHALL BE IN ACCORDANCE WITH STANDARD DETAILS.	WATER METER SHALL BE SIZE BE DETERMINED AS FOLLOWS:	WATER METER	FE (INCHES) PD 2." PD 2." PD or C or C		Ę	NA
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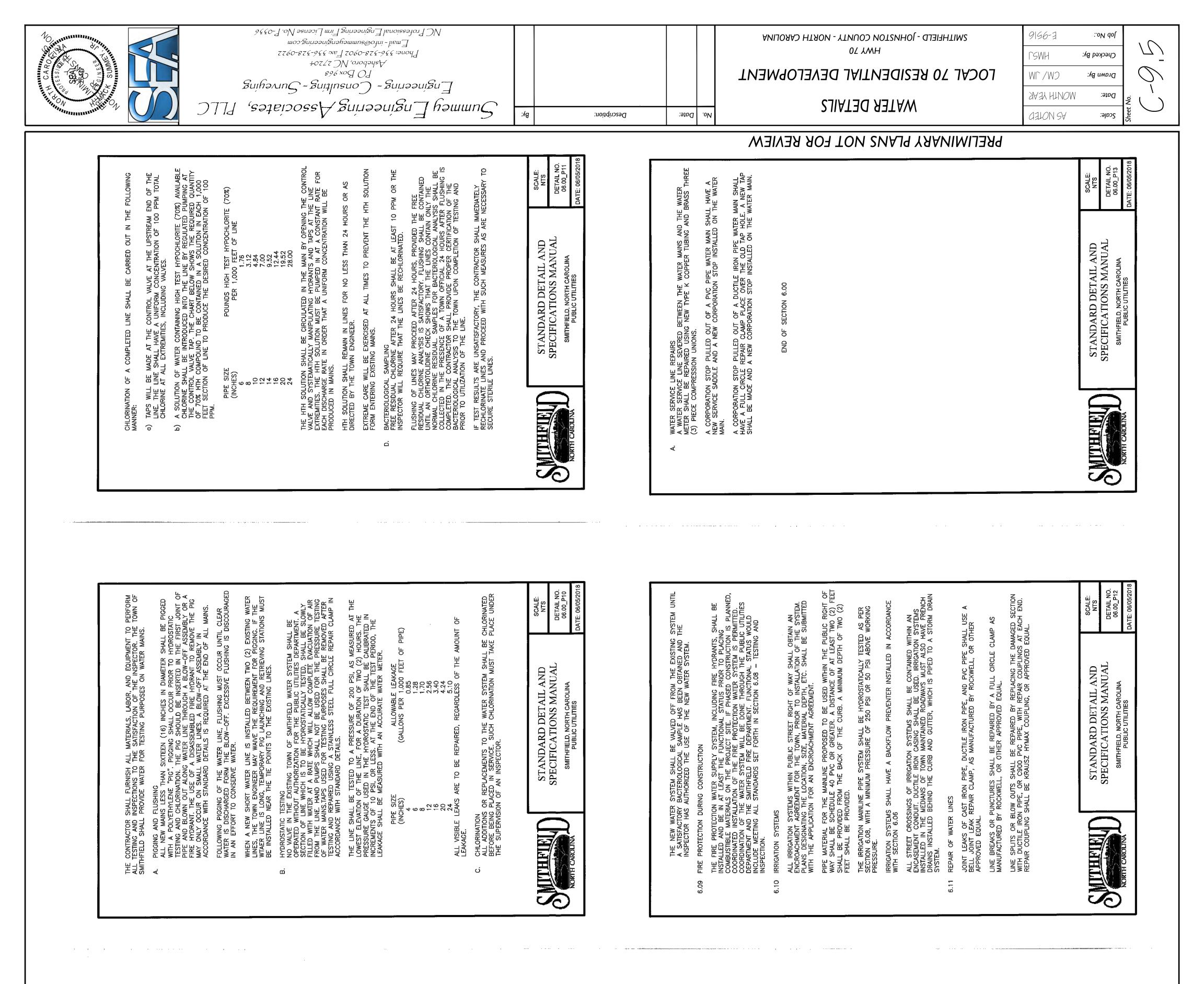
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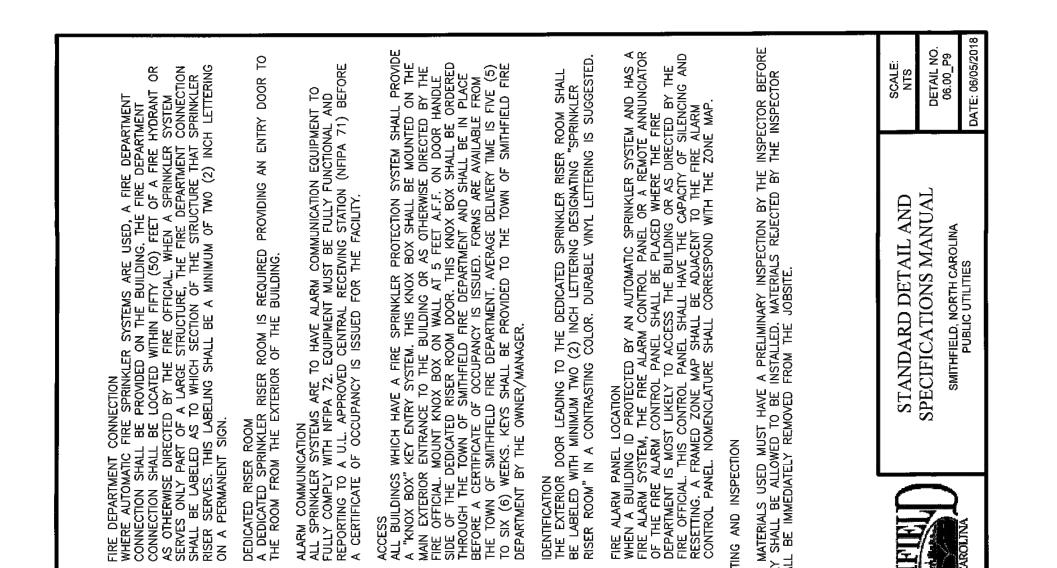
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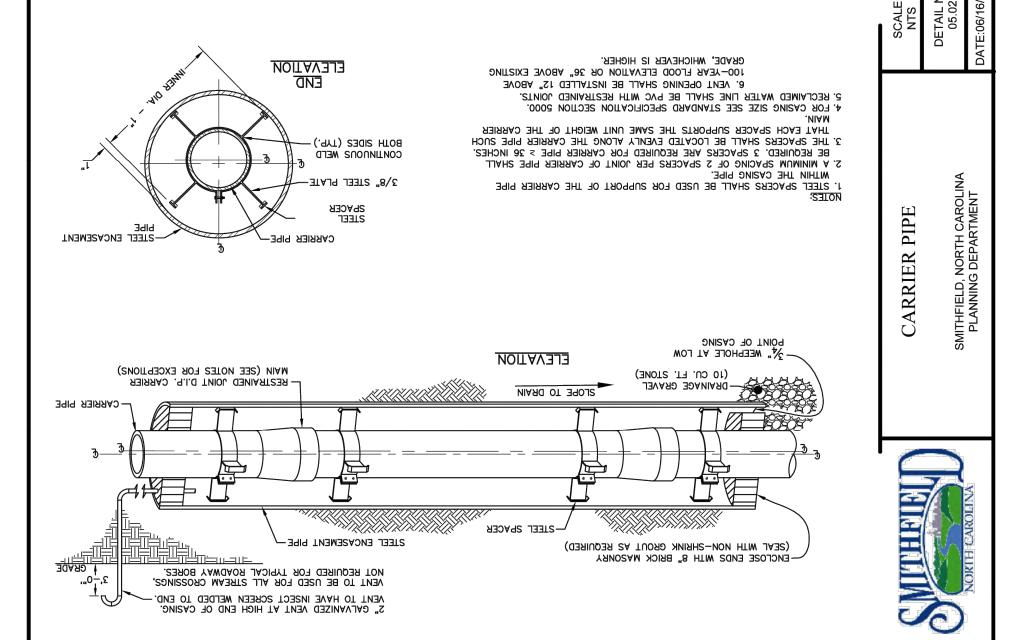
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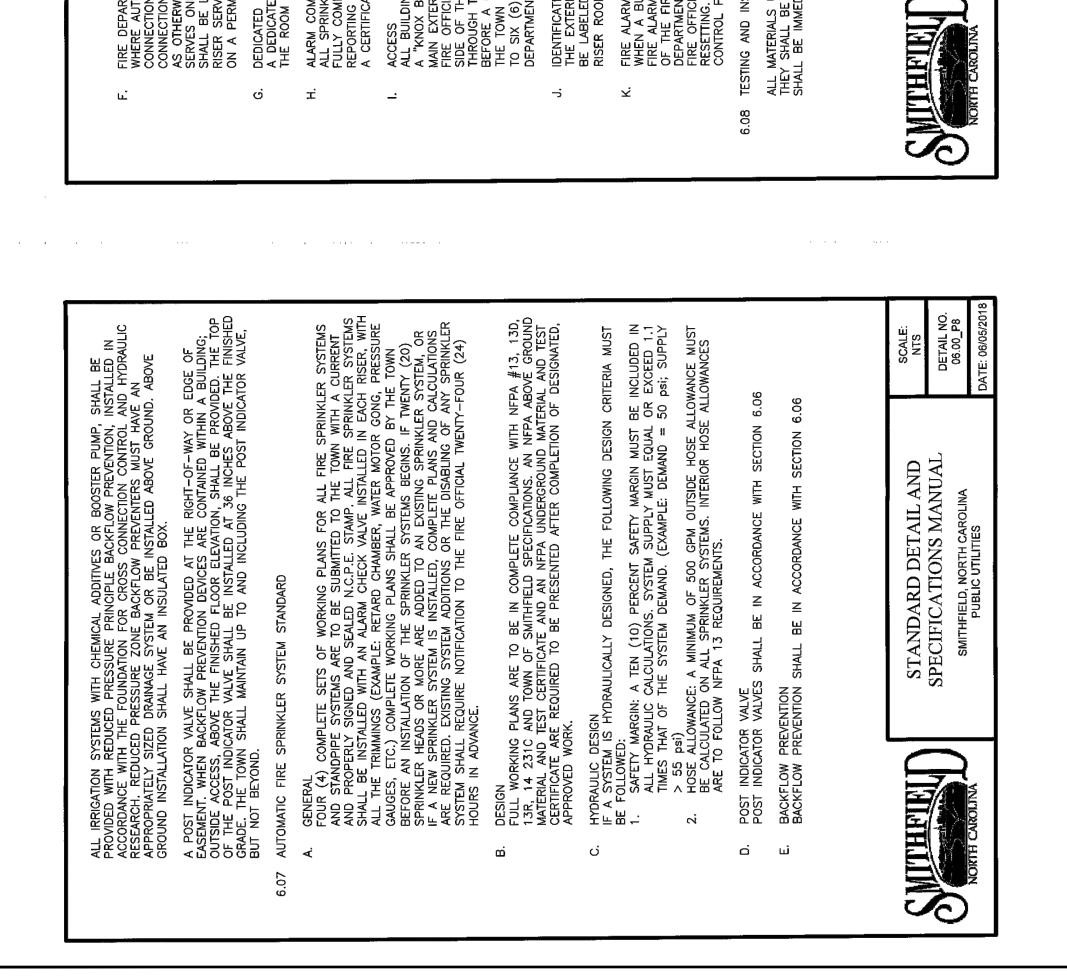
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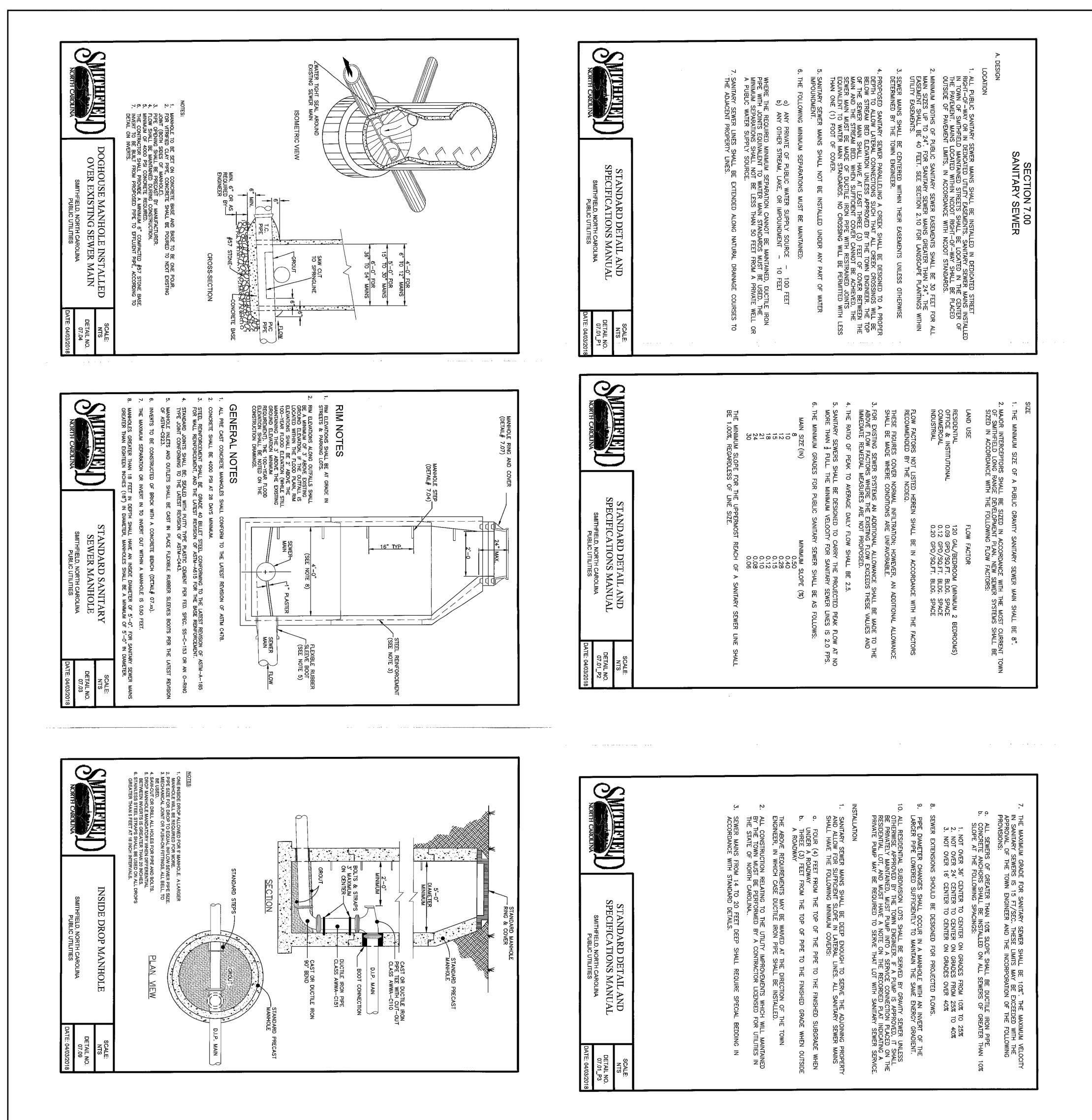
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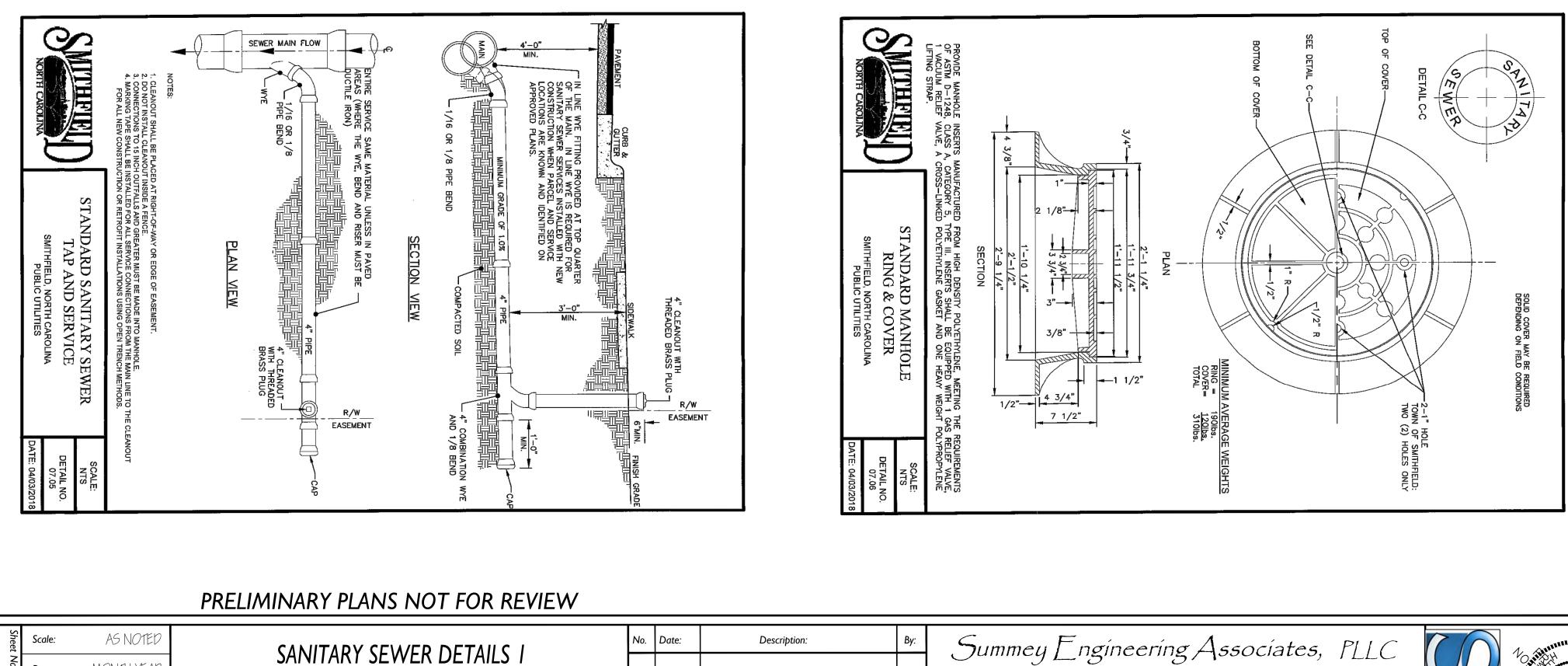




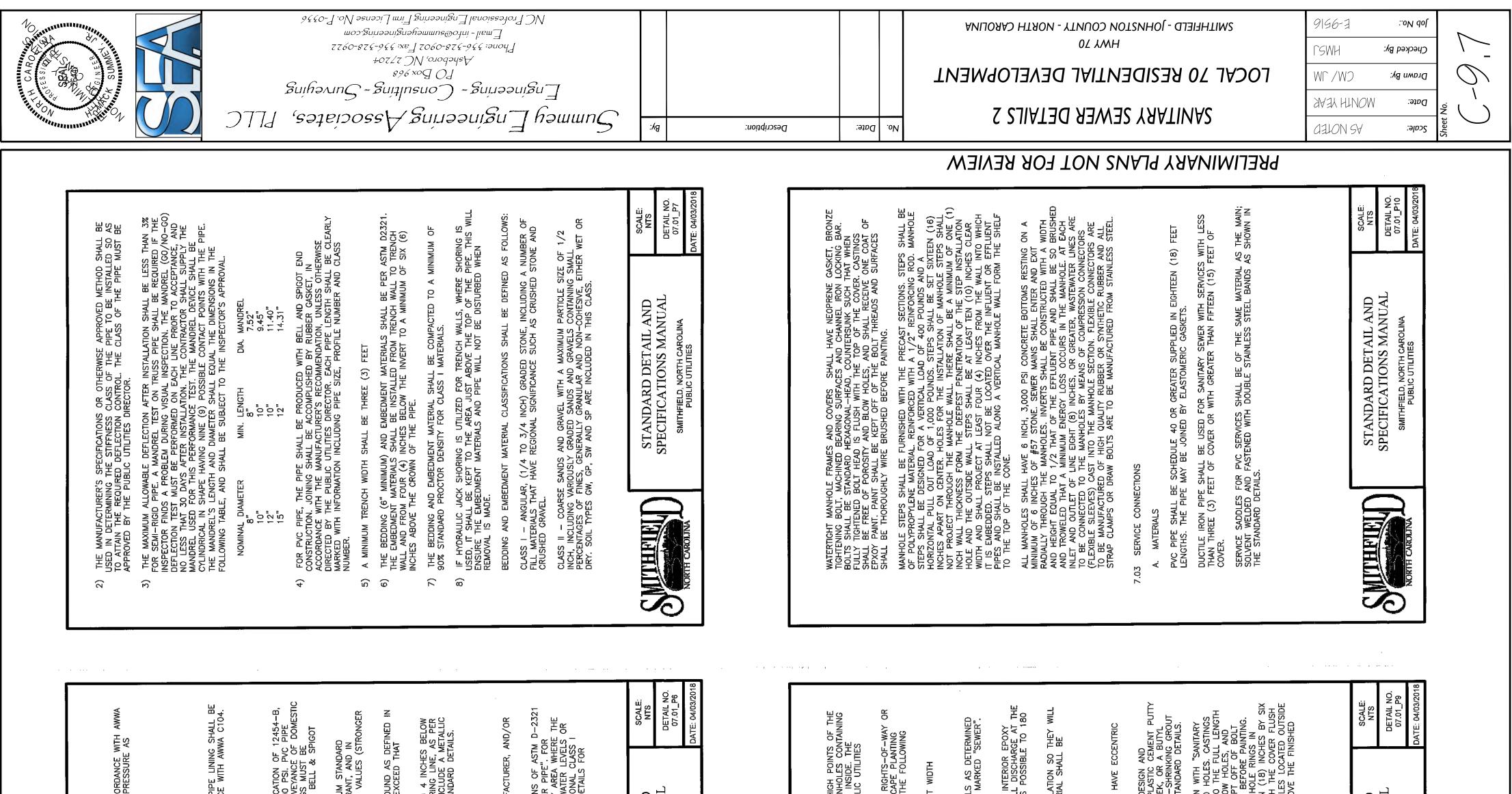








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	Job No.: E-9516	SMITHFIELD - JOHNSTON COUNTY - NORTH CAROLINA					Email - info@summeyengineering.com NC Professional Engineering Firm License No. P-0336	"Think we



DUCTILE IRON PIPE (DIP) DUCTILE IRON PIPE SHALL BE DESIGNED AND MANUFACTURED IN ACCO CISO AND C151 FOR A LATING CONDITION TYPE 2 AND A WORKING P FOLLOWS: 3" - 12" 35 PSI 5" - 12" 35 PSI 5" - 21" 250 PSI 5" - 21" 250 PSI 5" - 21" 250 PSI 54" 200 PSI 54" - 21" 250 PSI 54" - 21" 250 PSI 54" 200 PSI 54" 200 PSI	STANDARD DETAIL AND SPECIFICATIONS MANUAL SMITHFIELD, NORTH CAROLINA PUBLIC UTILITIES	SEWAGE AIR RELEASE VALVES SHALL BE INSTALED AT ALL THE HI PROCENSION OF THE CONTING SHALL BE DETERMINED BY THE FUELS. MAR RELEASE VALVES SHALL BE DETERMINED BY THE FUEL DECORDS. SEWER PORCE MAINS SHALL BE INSTALED IN DEDICATED PUBLIC F INCOMPARATING DILITING SERIENTS. THE EASEMENTS SHALL HAVE TO DEDICATED UTILITIES DIRECTOR, AND SHALL AND EDICATED TO DETERMINED TO THE PUBLIC UTILITIES DIRECTOR, AND SHALL HAVE TO DETERMINE MAIN ALLES SHALL BE RESULTIN WEDE CATE THE PAGE TO THE PUBLIC UTILITIES DIRECTOR, AND SHALL HAVE BOX CAPS I THE RELEASE FROM MITH A THICKNEES OF 10 MILLS. THE FORE MAIN SHALL FORCE MAIN VALVES SHALL BE RESULTIN WEDE CATE THE PAGE THE RECTOR, AND SHALL BE RESULTIN WEDE CATE THE PAGE THE RECTOR, AND SHALL BE RESULTIN WEDE CATE THE PAGE THE RECTOR, AND SHALL BE RECTOR, AND SHALL HAVE BOX CAPS I THE RECTOR, AND SHALL BE RECTOR, AND SHALL HAVE BOX CAPS I THE RECTOR, AND SHALL BE RECTOR, AND SHALL BE SA CLOSE AS DERESFERICH THE PUBLIC UTILITIES DIRECTOR, AND SHALL BE AS CLOSE AS DERESFERICAN SHALL BE RECORD MITH A DIRECTOR, AND SHALL BE AS CLOSE AS DERESFERICANT HE CONTREST ON THE ASTAL WEES. THE PIPE MAINS DERESFERICANT ON THE CONTRE ASTAL BE ASTAL WITH A DIA DETERMENT AND SHALL BE FRECORD AND SHALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. ASTALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. ASTALL BE ASTAL WITH A DIA DEDICATE AND AND AND SHALL BE PRECORD AND SHALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. ASTALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. AND ASTALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. ASTALL BE ASTAL WITH A DIA DEDICATES AND DOINT OF PIPE. ASTALL BE ASTALD WITH A DIA DEDICATES AND DOINT OF PIPE. AND ASTALL BE ASTALD WITH A DIA DEDICATES AND DOINT OF PIPE ASTALL BE ASTALD WITH A DIA DEDICATES AND DOINT OF RECORD AND DOINT OF PIPE. AND DOINT OF READER MANHOLE FRAMES SHALL BE PRECORD ON SHALL BE ASTALD WITH A DIA DEDICATES AND DOINT OF RECORD AND DOINT OF READER AND AND DIA DEDICATES AND DOINT OF RECORD AND AND THA
 AWHOLES SHALL BE INSTALLED AT EACH DEFLECTION OF THE UNE AND/OR GADE. THE FLOW CHANNEL STREIGHT MATHERS SHOLLD BE SMOTH HUNE SHALL CONFORM INFERTS AND SLOPE OF THE ENTERNAL BE PROVIDED WITH THE WAET MALE CONFORM INFERTS OF THE FLOW CHANNEL SATURE STREIGHT SATURATE SHALLE BE INFERTS OF THE AND SLOPE OF THE ANTENDES SHALL BE SLOPE AND DATA DEPORTOR. FROM THIS DESION MLL BE CONSTRUCTED OF SLOPE SHALL BE OF MENDER OF AND SLOPE OF AND SLOPE OF THE ANDIAND DEPORTOR. FROM THIS DESION MLL BE CONSTRUCTED OF SLOPE SHALL BE MENDER DEPORTOR. FINAL BE CONSTRUCTED OF SLOPE SHALL BE OF MENDER DEPORTOR. FINAL BE CONSTRUCTED OF SLOPE SHALL BE DEPORTOR. MENDER DEPORTOR. FINAL BE CONSTRUCTED OF SLOPE SHALL BE DEPORTOR. MENDER OF THE FILM MATHOLES THAL MATHER ANDIAN DEPORTOR. THE STRIFT LINE MATHOLES THE MANIOLES THALL BE UST. DECORT. DECORT. FOR NISDE DROP MAHOLES THE LAST LEG OF THE INCOMING SEWER MAN SHALL BE DUCTLE BON. MANDELE NOT LOCATED IN POADWAYS SHALL BE LEADTON BETWERN IN" AND 36" ADDRF FINAL BE LUST LEG OF THE INCOMING SEWER MAN SHALL BE DUCTLE BON. MANDELE NOT LOCATED IN POADWAYS SHALL BE EQUIPED WITH WITERTON IN THE AND 30" ADDRF FINAL BE ELEVIED TWO (2) FEET ADOVE THE FULTINE SOO-YEAR MANDELE RON. MANDELE RON. MANDELE DROP MAHOLES. THE LUST LEG OF THE INCOMING SEWER MAN SHALL BE DUCTLE BON. 400 36" ADDRF FIRSTER SHALL BE LUSTED TWO ELEVIED WITH WITERTON IN THEME AND THE PUBLIC UTILITIES DRECTOR. 400 36" ADDRF FIRSTER SHALL BE TADORE AS SECRIFED HEREIN. UNLESS AN APPROVED FIRSTERS THE FLOWING DERVIED BATTLE DUCATED WITH WAETS OF HIGH 400 WATER ALL BE WATERPROCED AT THE JOINTS. 400 30" ADDRF FIRSTER DECORD. 400 WATER ALL BE WATERPROCED AT THE JOINTS. 400 30" ADDRF FIRSTER DUCT AND THE MAINTON WAETS OF HIGH 400 WATER ALL BE WATERPROCED AT THE JOINTS. 400 30" ADDRF FIRSTER DAVING SELLON. 400 30" ADDRF FIRSTER DECORD. 400 ADDR WATER SHALL BE THOSE AS SECRIFED HEREIN. UNLESS AN APPROVED 400 ADD WATER SHALL BE THOSE AS SECRIFED HEREIN. UNLESS AN APPROVED 400 ADDR WATER SH	ATTHENEN STANDARD DETAIL AND SCALE: SPECIFICATIONS MANUAL DETAIL NO. SPECIFICATIONS MANUAL DETAIL NO. SMITHFIELD, NORTH CAROLINA DETAIL NO. PUBLIC UTILITIES DATE: 04/03/2018	 CLASS III - FINE SWD AND CLAYEY GRAFELS, INCLUDING FINE SAUDS, SAMD-CLAY MIXTURES, AND GRAFELS, AND CLAYS AND CLAYS AND SCHARE NOUTDEND IN THIS CLASS. THESE MATERIALS ARE NOT PHORE NUT PHORE NATION TO THERE FALL STUTY CLAYS AND CLAYS AND CLAYS AND SCHARE PROJECTION TO THEIR FLAND CLAYS. AND CLAYS AND CLAYS AND SCHARE SOLUTION TO THERE AND SCHARE SOLUTION THE SCHARE SOLUT

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STANDARD DETAIL AND SPECIFICATIONS MANUAL

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SMITHFIELD, NORTH CAROLINA PUBLIC UTILITIES

REACTION BLOCKING FOR ALL FITTINGS OR COMPONENTS SUBJECT TO HYDROSTATIC THRUST SHALL BE SECURELY ANCHORED BY THE USE OF CONCRETE THRUST BLOCKS POURED IN PLACE. THE REACTION AREAS ARE SHOWN IN STANDARD DETAILS. NO CONCRETE SHALL INTERFERE WITH THE REMOVAL OF FITTINGS. MATERIAL FOR REACTION BLOCKING SHALL BE 3000 PSI CONCRETE.

INSTALLATION

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FORCE MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF THREE (3) FEET MEASURED FROM THE TOP OF THE PIPE TO THE FINISHED SUBGRADE.

 SEWERS OVER TWENTY (20) FEET DEEP SHALL REQUIRE DUCTLE IRON PIPE FOR THE ENTITIER RUN BETWEEN MANHOLES. FIET RENCH EXCANTION AND BACKFILLING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 5:00 OF THESE SPECIFICATIONS. FRANSITIONS OF PIPE MATERIAL SHALL OCCUR ONLY AT MANHOLES. RANSITIONS OF PIPE MATERIAL SHALL DOCUR ONLY AT MANHOLES. RANSITIONS OF PIPE MATERIAL SHALL DOCUR ONLY AT MANHOLES. RANSITIONS OF PIPE MATERIAL SHALL DOCUR ONLY AT MANHOLES. RANSITIONS OF PIPE MATERIAL SHALL DOCUR ONLY AT MANHOLES. SANTARY SEWERS SHALL EE LUID TEN (10) FEET LATERALIY EDGE TO EDGE FROM EXISTING OF PROPOSED WATER MAINS UNLESS THE TOP OF THE WATER MAIN SHAT A HORIZONYL SEPARATION OF AT LEAST THREE (3) FEET FORM THE CLOSEST EDGED OF THE PIPE. SHEEKN THE RUNCES ORES RENERTH WATER MAINS WITH A VERTICAL SEPARATION OF EIGHTERN (13) INCHESS ORE SERVERTH WATER MAINS WITH A VERTICAL SEPARATION MAINS THE EXVITAT SERVERS CHOOSE RENERTH WATER MAINS WITH A VERTICAL SEPARATION MAINS THE EXVITATION OF AT LEAST THREE (3) FEET FORM THE CLOSEST EDGED MAINS THE EXVITATION OF AT LEAST THREE WATER MAINS CHOSE UNDER SEME MAINS THE EXVITATION OF AT LEAST THREE (3) FEET FORM THE CLOSEST EDGES SANTARY SEWEL LINES AT AN APPROMATE INTERT (1900) EGGEE ANGLE MAINS THE EXVITATION OF THE ENDING SEVERT MAINS CHOSES UNDER SEME MAINS THE EXVITATION OF THE OPINT OF CARSESING AND FEET (2) INCHESS SANTARY SEWER LINES AT AN APPROMATE INTERT (19) FEET OR RECS. THAN THEE CONTRACT FORM SEWER PROSES WHATER MAINS CONSES BUDGER SEME MAINS THE EXPLINES FLOORED SEMONTH INTERT THE WAITS MAINTARY SEWER LINES AND SECORES WHAT A VERTICAL SEPARATION OF LESS THAN THRE FALLEL GROWTH FOR SEVERT PROSESING AND SEVER ASSTRUME MAINS THE EXAMINES SHALL HE FORM SECONTAL REPRESES AND THE EQUAL SEPARATION FOR PRESES OF THE TREE CLO OF CASSING AND SHALL BE POLYCOPES OF THE PLANE AND THE CAN THE MAIN STANDARDES. THARTY SEWERS SHALL HANDER FOR PROSES WHAT AND ST	MANHOLES 1. ALL MANHOLE CONE SECTIONS SHALL BE THE ECCENTRIC TYPE 2. MANHOLES SHALL BE SPACED AT A MAXIMUM DISTANCE OF 400 FEET APART FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. 3. MANHOLES FOR SEWERS UNDER 21 INCHES IN DIAMETER SHALL BE A MINIMUM OF FOUR (4) FEET IN DIAMETER. MANHOLES FOR SEWERS LARGER THAN 21 INCHES IN DIAMETER SHALL BE FIVE (5) FEET IN DIAMETER. MANHOLES WITH INSIDE DROPS SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.	STANDARD DETAIL AND SPECIFICATIONS MANUAL SPECIFICATIONS MANUAL SPECIFICATIONS MANUAL OT.01_P4 DATE: 04/03/2018 DATE: 04/03/2018	CLASS III - FINE SAND AND CLAYEY GRAVELS, INCLUDING FINE SANDS, SAND-CLAY MIXTURES, AND GRAVEL-CLAY MIXTURES, SOIL TYPES GM, GC, SM AND SC ARE INCLUDED IN THIS CLASS. CLASS IV - SILT, SILTY CLAYS, AND CLAYS, INCLUDING INORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY AND LIQUID LIMITS. SOIL TYPES MH. ML. CH, AND CL ARE INCLUDED IN THIS CLASS. THESE MATERIALS ARE NOT RECOMMENDED FOR EMBEDMENT. 7.02 FORCE SEWER MAINS A. MATERIALS	DUCTILE IRON PIPE SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH AWWA CISO AND CISI FOR AL LAYING CONDITION TYPE 2 AND A WORKING PRESSURE AS FOLLOWS: 3" – 12" 350 PSI 14" – 20" 350 PSI 24" 150 PSI PIPE JOINTS SHALL BE PUSH-ON TYPE AS PER AWA CIII. PIPE LINING SHALL BE CEMENT MORTS WITH A SEAL COAT OF BITUMINOUS MATERIAL, ALL IN ACCORDANCE WITH AWMA C104. PVC PIPE SHALL MEET THE REQUIREMENTS OF AWWA C900. PIPE SHALL BE CLASS 150, SDR 18, INTEGRAL BELL WITH STRENGTH EQUAL TO THE PIPE WALL, CAST IRON 0.C., 18 FOOT LENGTH, WITH A SOLID ELASTROMERIC RING 0.C., 18 FOOT LENGTH, WITH A DIAMETER OF THREE (3) INCHES OR LESS SHALL BE SDR 21 OF SCHEDULE 40 IN ACCORDANCE WITH ASTM D1785. PVC PIPE FOR FORCE MAINS WITH A DIAMETER OF THREE (3) INCHES OR LESS SHALL BE SDR 21 OF SCHEDULE 40 IN ACCORDANCE WITH ASTM D1785. PVC PIPE FITTINGS SHALL BE DUCTILE IRON DESIGNED AND MANUFACTURED AS PER AWWA OF TWO (2) FEET BELOW THE COVERING SURFACE. THE DETECTOR TAPE FLACED A MAXIMUM OF TWO (2) FIET BELOW THE COVERING SURFACE. THE DETECTOR TAPE PLACED A MAXIMUM OF TWO (2) FIET BELOW THE COVERING SURFACE. THE DETECTOR TAPE SHALL BE THREE (3) INCH WIDE TAPE. PIPE FITTINGS SHALL BE DUCTILE IRON DESIGNED AND MANUFACTURED AS PER AWWA OF TWO (2) FIET BELOW THE COVERING SURFACE. THE DETECTOR TAPE PLACED A MAXIMUM OF TWO (2) FIET BELOW THE COVERING SURFACE. THE DETECTOR TAPE PLACED A MAXIMUM OF TWO (2) FIET BELOW THE ASCISICED AND MANUFACTURED AS PER AWWA OF TWO (2) FIET BELOW THE OND INCLUDING 12 INCH SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS SHALL BE DESIGNED FOR AN INTERNAL PRESSURE OF 750 PSI, JOINTS FOR FITTINGS S

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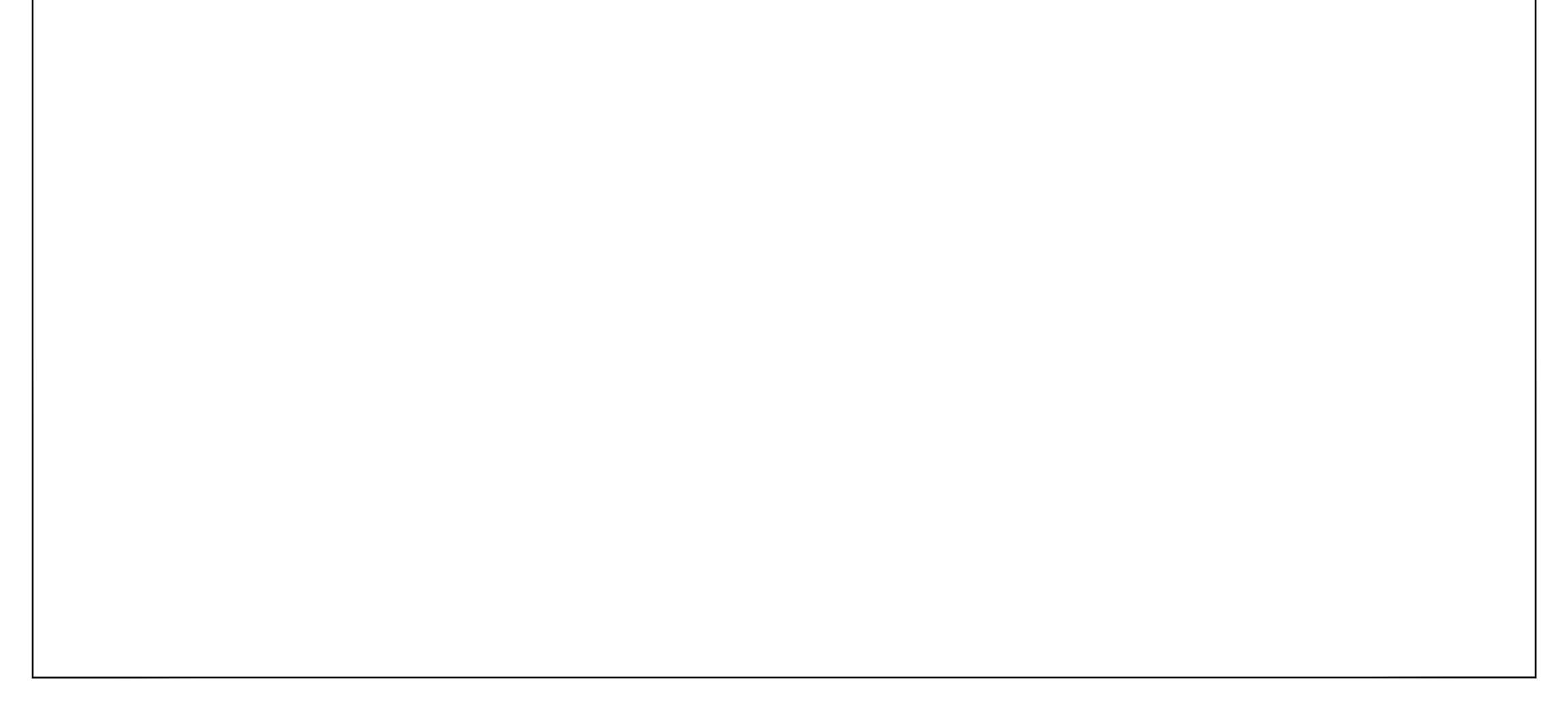
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ALL FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT TO G TO THE SATISFACTION OF THE CONSTRUCTION INSPECTOR. WILL BE PROVIDED BY THE TOWN OF SMITHFIELD. FOR ADDITIONAL TESTING REQUIREMENTS FOR SEMI-RIGID PIPE. AIR TESTING SHALL BE PERFORMED BEFORE ALL LATERALS OR D ON THE LINE AND AFTER THE MAIN HAS BEEN BACKFILLED TO JGS SHALL BE INSTALLED AT EACH MANHOLE TO SEAL OFF THE LINE WILL BE PRESSURZED WITH A SINGLE HOSE AND MONITORED E CONNECTION FORM THE PLUG. AIR THEN SHALL BE SLOWLY E SEALED LINE UNTIL THE INTERNAL AIR PRESSURE REACHES 4.0	ACTION OF ALLOWING THE PRESSURE REACHES 3.5 PSIG. RESSURE TO RATE THE PRESSURE TO DROP 1.0 PSI WILL BE OBSERVED AND UNE SHALL BE TERMED. "ACCEPTABLE" IF THE PRESSURE DOES NOT A FOR THE TEST IN THE TOWN OF SWITHFIELD STANDARD DETAILS FOR FAILS TO MEET THESE REQUIREMENTS, THE SOURCE OF LEAKAGE MINED AND REPARED. THE PIPE SECTION SHALL BE RETESTED AND FED REQUIREMENTS. WITTARY SEWER LINES DAMAGED SANITARY SEWER LINES SHALL BE AS FOLLOWS: REPLACE DAMAGED SECTION WITH PVC PIPE AND INSTALL A FERNOO TEACH END. REPLACE DAMAGED SECTION WITH PVC PIPE AND INSTALL A FERNOO TEACH END. REPLACE DAMAGED SECTION WITH PVC PIPE AND INSTALL A FERNOO TEACH END. SO OF PIPE SHALL BE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE GCOME. THE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE MISTALL BE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE GCOMES. THE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE GCO FIPE SHALL BE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE MISTALL BE REPLACED FROM MANHOLE TO MANHOLE (ENTIRE MISTALL BE REPLACED FROM MANHOLE TO MANHOLE (FUTRE GCO FIPE SHALL BE REPLACED FROM MANHOLE TO MANHOLE (FUTRE MISTALL BE REPLACED FROM MANHOLE TO MANHOLE (FUTRE REPLACED SANITARY SEWER LINES SHALL BE BACKFILLED WITH ABC RUN) TO A DENSITY OF 95 FERCENT STANDARD PROCTOR. AND APPROVED MANUFACTURERS OF WASTEMATER PUNP STATIONS BE MANTANED BY THE TOWN SHALL BE APROVED ON A CASE BY CASE MISTALINES DIRECTOR. ILLUENT PUMP SYSTEMS SHALL BE APPROVED ON A CASE BY CASE UBLUCTOR. ENDER OF SECTION TOO	STANDARD DETAIL AND SCALE: STANDARD DETAIL AND NTS SPECIFICATIONS MANUAL DETAIL NO. SMITHFIELD, NORTH CAROLINA DTAIL 00. SMITHFIELD, NORTH CAROLINA DTE: 04/03/2018 PUBLIC UTILITIES DATE: 04/03/2018						
THE CONTRACTOR SH PERFORM ALL TESTIN WATER FOR TESTING SEE SECTION 7.01C THE LOW-PRESSURE STUBS ARE INSTALLE FINISHED GRADE. PLI TEST SECTION. THE BY A SEPARATE HOS INTRODUCED INTO TH	AT PRES AT NO L REQUIRED REQUIRED SPECIFIED SPECIFIED SPECIFIED NG AT EA NG AT	NORTH CANADA						

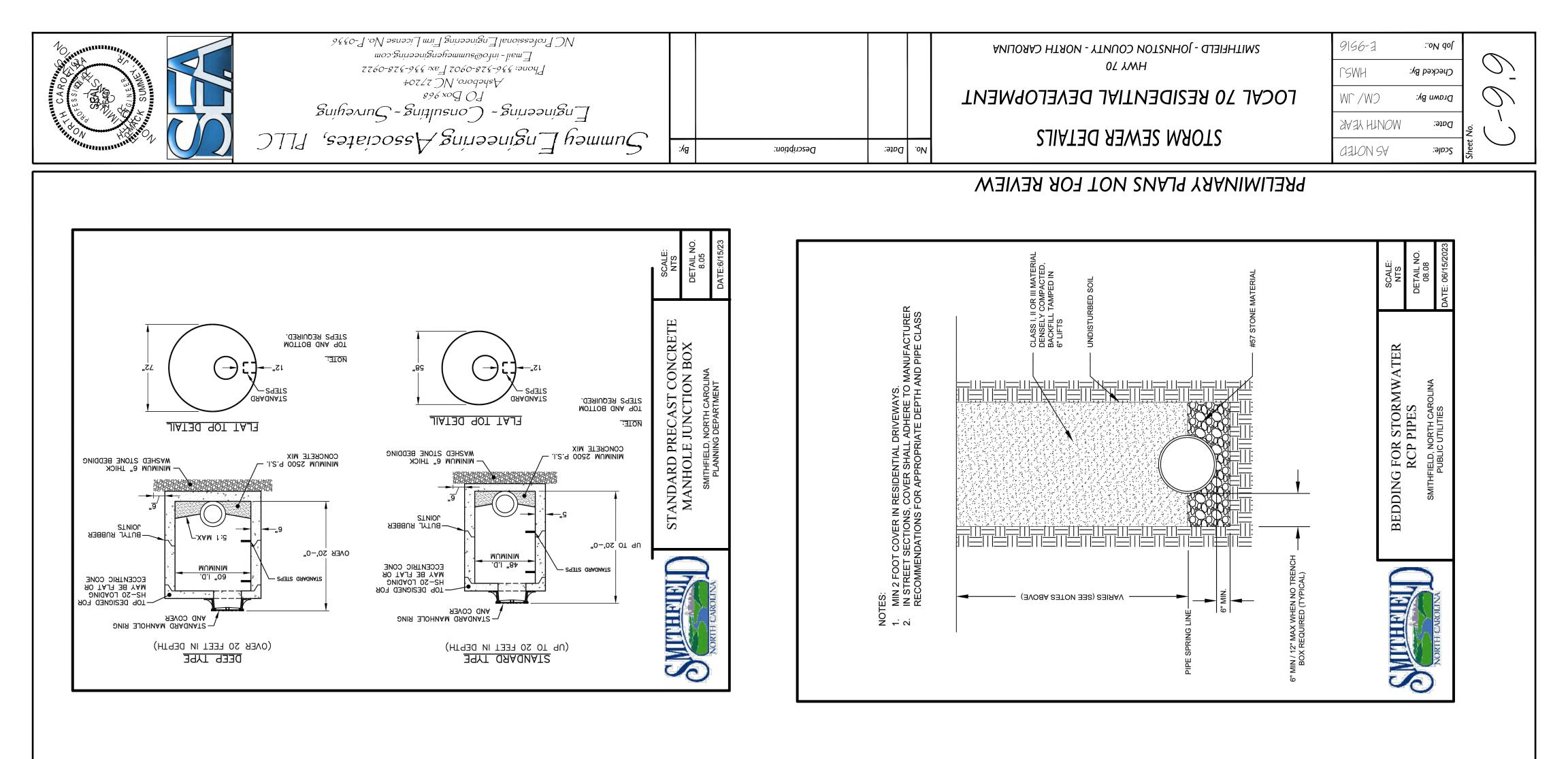
	B. INSTALLATION		
	INDIVIDUALLY OWNED SEWER. ALL SERVICE MADE BY, OR UNDEI DEPARTMENT. SERVIC DEVELOPER/OWNER CONTRACTOR. SERVIC THE MAIN WITH THE	INDIVIDUALLY OWNED STRUCTURES SHALL REQUIRE INDIVIDUAL SEWER TAPS TO PUBLIC SEWER. ALL SERVICE CONNECTIONS TO EXISTING SANITARY SEWER MAINS SHALL BE MADE BY, OR UNDER THE SUPERVISION OF THE TOWN OF SMITHFIELD PUBLIC UTILITIES DEPARTMENT. SERVICE CONNECTIONS TO NEW LINES ARE THE RESPONSIBILITY OF THE DEVELOPER/OWNER AND SHALL BE MADE BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR. SERVICE TAPS INTO MAINS SHALL BE MADE ON THE TOP QUARTER OF THE MAIN WITH THE WYE SADDLE ANGLED WITH THE DIRECTION OF FLOW IN THE MAIN.	ro Public All Be Ic Utilites Y of the Utility Rter of The Main.
-	SERVICE LINES BETV REQUIRE SPECIAL BI (15) FEET IN DEPTF BELOW THE PIPE TO THAN FIFTEEN (15) DUCTILE IRON PIPE.	SERVICE LINES BETWEEN THREE (3) AND TWELVE (12) FEET IN DEPTH DO NOT REQUIRE SPECIAL BEDDING. ALL SERVICE LINES BETWEEN TWELVE (12) AND FIFTEEN (15) FEET IN DEPTH SHALL REQUIRE CLASS I BEDDING FORM FOUR (4) INCHES BELOW THE PIPE TO FOUR (4) INCHES ABOVE THE PIPE. SERVICE LINES GREATER THAN FIFTEEN (15) FEET, OR LESS THAN THREE (3) FEET IN DEPTH SHALL BE DUCTILE IRON PIPE.	40T FIFTEEN XHES EATER BE
	SERVICE CONNECTIO LINE TO THE EDGE SHALL HAVE A MININ HAVE A MINIMUM SL ALL SEWER SERVICE ON ALL SERVICE LIN ON ALL SERVICE LIN ALL CLEANOUTS SH OR MEET THE OPTIC STANDARD DETAILS. IRON RISERS, CAST	SERVICE CONNECTIONS TO THE MAIN LINES SHALL BE PERPENDICULAR TO THE MAIN LINE TO THE EDGE OF THE RIGHT-OF-WAY OR EASEMENT LINE. FOUR (4) INCH LINES SHALL HAVE A MINIMUM SLOPE OF 1.0 FT./100 FT. AND SIX (6) INCH LINES SHALL HAVE A MINIMUM SLOPE OF 0.60 FT./100 FT. CLEANOUTS SHALL BE REQUIRED ON ALL SEWER SERVICES WITH A MAXIMUM SPACING OF 75 FEET ON FOUR (4) INCH SERVICES AND 100 FEET ON SIX (6) INCH SERVICES. A CLEANOUT SHALL BE PLACED ON ALL SERVICE LINES AT THE RIGHT-OF-WAY OR AT THE EDGE OF THE EASEMENT. ALL CLEANOUTS SHALL EXTEND A MINIMUM OF SIX (6) INCHES ABOVE FINISHED GRADE OR MEET THE OPTIONAL CLEANOUT METHOD REQUIREMENTS IN ACCORDANCE WITH STANDARD DETAILS. SEWER CLEANOUTS LOCATED IN PAVED AREAS MUST HAVE CAST IRON RISERS, CAST IRON FITTINGS AND BRASS CAPS.	HE MAIN NCH LINES S SHALL RED ON INCH INCH ASEMENT. HED GRADE WITH F CAST
	ALL SIX (6) INCH, UNLESS OTHERWISE	ALL SIX (6) INCH, OR GREATER, SERVICE CONNECTIONS SHALL BE INTO A MANHOLE UNLESS OTHERWISE APPROVED BY THE PUBLIC UTILITIES DIRECTOR.	MANHOLE
	ALL SERVICE LINES THE MANHOLE BENC THE INVERT OF THE THROUGH MANHOLE THE LINE IS PREFEF	ALL SERVICE LINES WHICH ARE CONNECTED INTO MANHOLES SHALL BE INSTALLED ON THE MANHOLE BENCH, OR HAVE LESS THAN THIRTY (30) INCHES OF CLEARANCE TO THE INVERT OF THE FLOW LINE. SERVICE LINE CONNECTIONS SHALL NOT BE INSTALLED THROUGH MANHOLE CONE SECTIONS OR AT MANHOLE JOINTS. THE USE OF WYES IN THE LINE IS PREFERRED OVER THE USE OF SERVICE SADDLES.	ALLED ON ANCE TO E INSTALLED WYES IN
	7.05 TESTING AND INSPECTION	SPECTION	
	ALL MATERIALS USE INSPECTOR BEFORE REJECTION OF MATE SUCH MATERIALS SH	ALL MATERIALS USED MUST HAVE PRELIMINARY INSPECTION BY THE CONSTRUCTION INSPECTOR BEFORE MATERIALS ARE USED FOR THE CONSTRUCTION PURPOSES. REJECTION OF MATERIAL NOT MEETING THESE SPECIFICATIONS WILL BE ORDERED AND SUCH MATERIALS SHALL BE IMMEDIATELY REMOVED FORM THE JOB.	UCTION ES. ERED AND
	SANITARY SEWER LI BE VISUALLY INSPEC FULLY CIRCULAR PA HAVE STRUCTURAL (CONNECTIONS SHALI	SANITARY SEWER LINES SHALL BE FREE AND CLEAN FROM OBSTRUCTIONS AND SHALL BE VISUALLY INSPECTED FROM EVERY MANHOLE TO ENSURE ALL LINES EXHIBIT A FULLY CIRCULAR PATTERN. LINES WHICH DO NOT EXHIBIT A TRUE LINE AND GRADE OR HAVE STRUCTURAL DEFECTS SHALL BE CORRECTED. SANITARY SEWER SERVICE CONNECTIONS SHALL BE VISUALLY INSPECTED PRIOR TO BACK FILLING.	ND SHALL IBIT A GRADE OR DE
_	C MITHEIRI D	STANDARD DETAIL AND	SCALE: NTS
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	NORTH CAROLINA	PUBLIC UTILITIES	DATE: 04/03/2018

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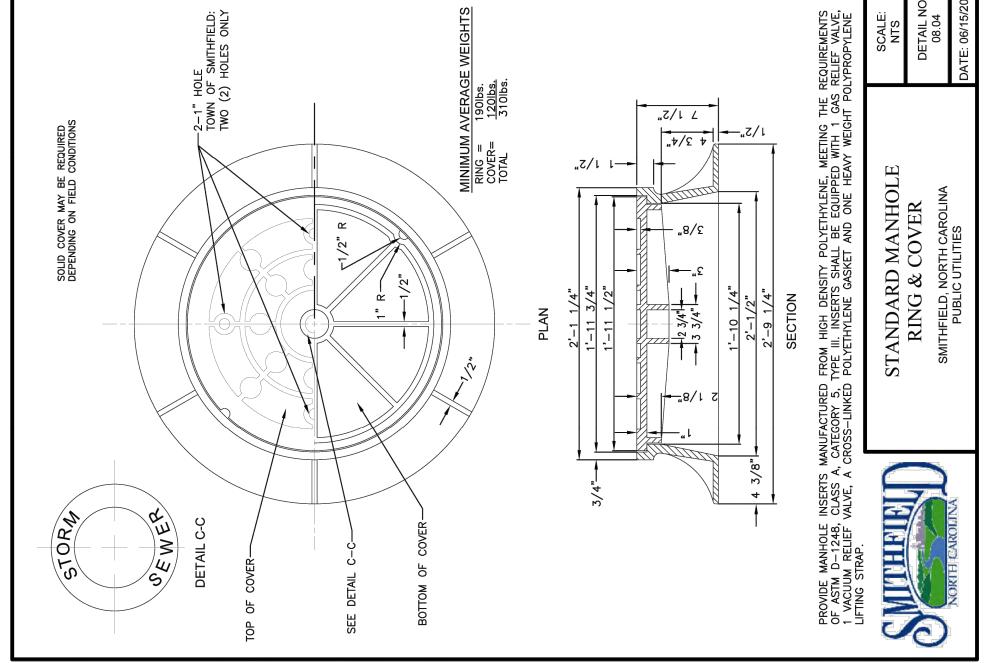
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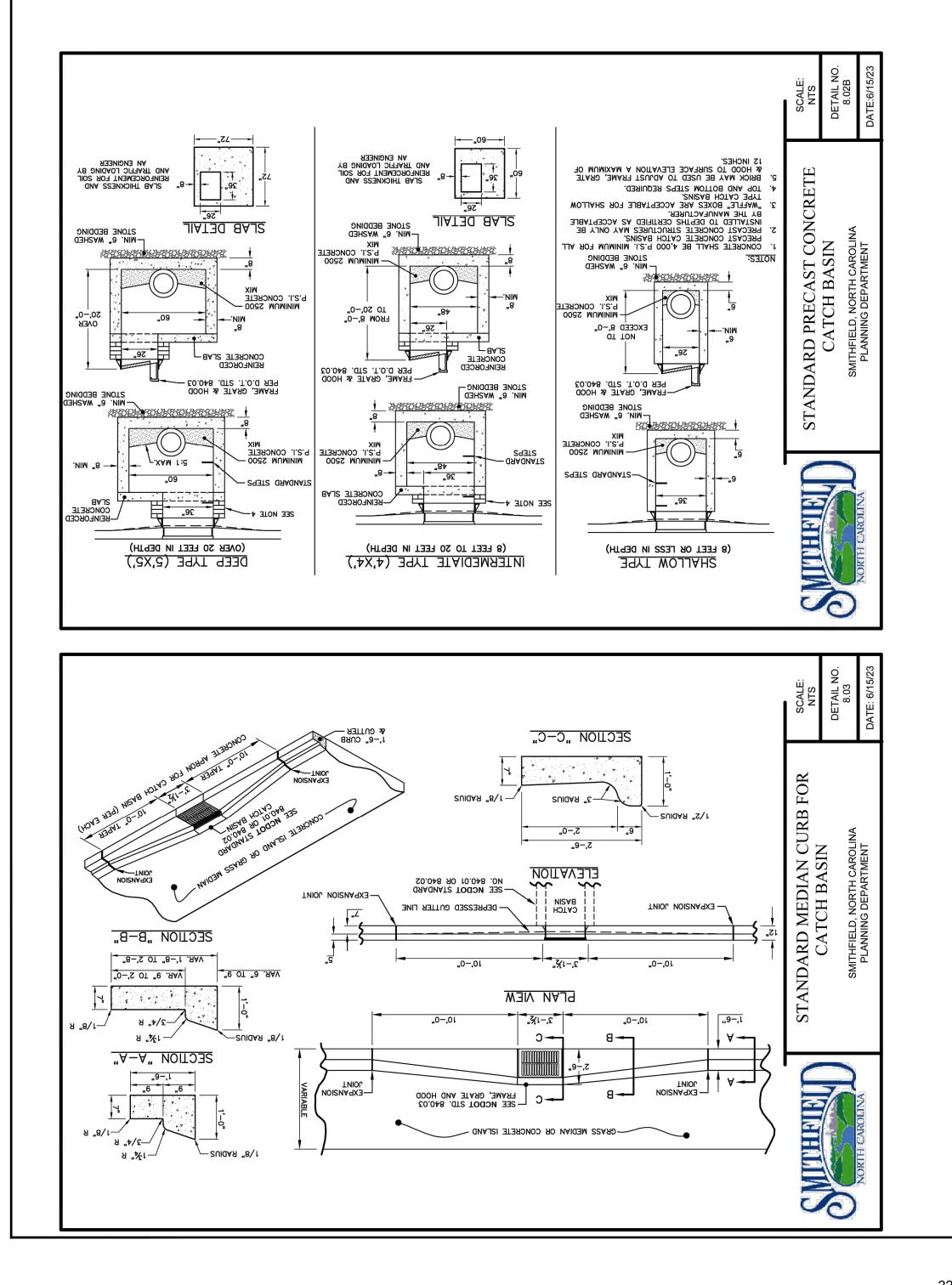
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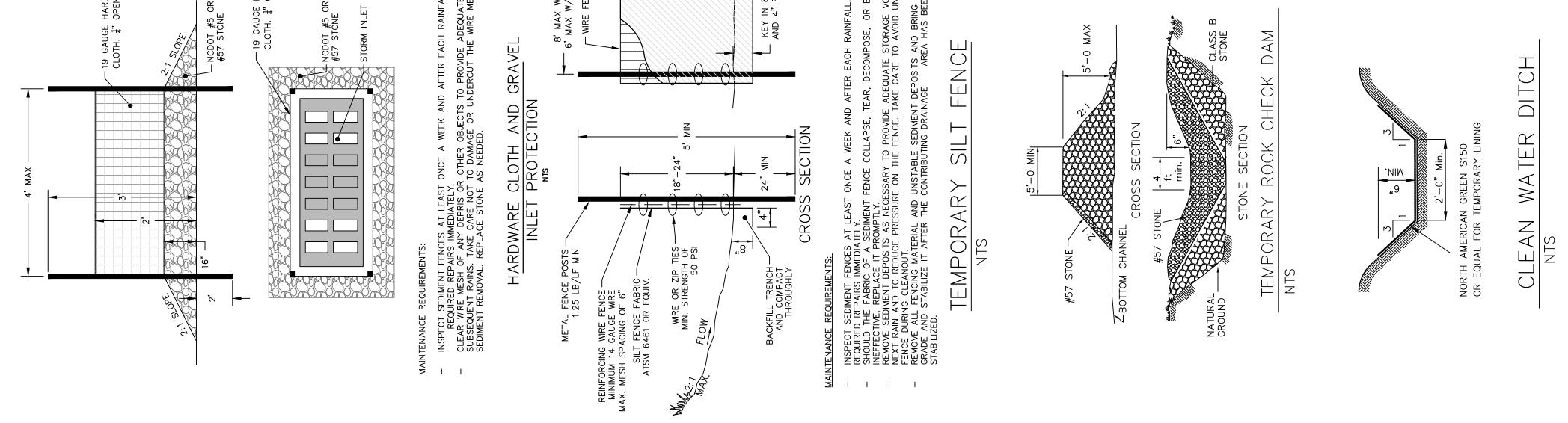


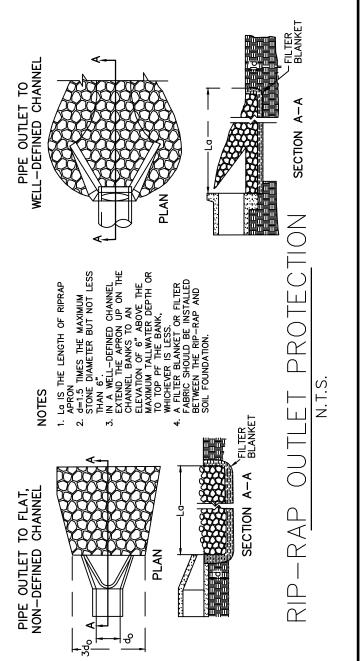
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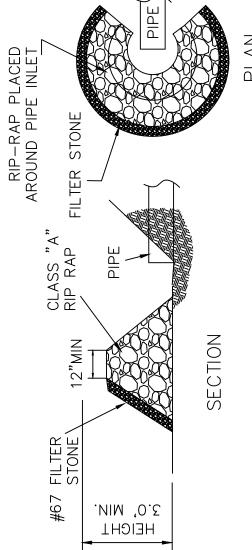


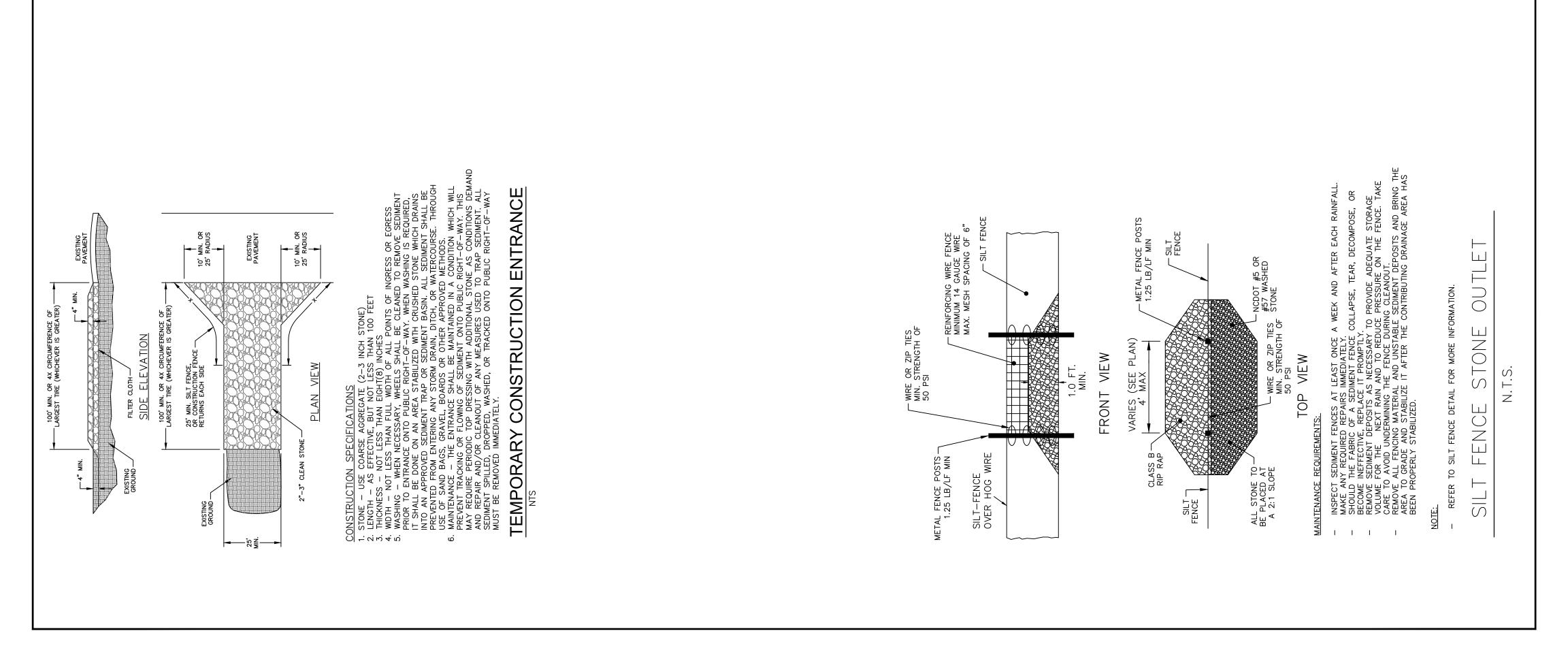
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nes to provide a as created by as created by as created by depth of six depth of six istones, hibit germination depth of six i	Feb. 15 - May 1 Aug. 15 - Oct. 15 Aug. 15 - Oct. 15 Nov. 1 - Feb. 1 (Unscarified) July and August Nov. 1 - Jan. 30 Nov. 1 - Jan. 30 Feb. 1 - March 30	PRELIMINARY PLANS NOT FOR REVIEW PRELIMINARY PLANS NOT FOR PLANS NOT FO
NENT SEEDING NENT SEEDING perennial grasses and (or) legur perennial grasses and (or) legur perennial grasses and (or) legur perennial grasses and (or) legur ermanently stabilize disturbed area area ermanently stabilize disturbed area area area of anot are not covere allon sites which are not covere allon a layer 3" – 6" depth. The 1,000 pounds of 10–10–10 f of in a layer 3" – 6" depth. The 1,000 pounds of 10–10–10 f of superphosphate per acre and se soil tests indicate that a lower area soil tests indicate that a lower flons per acre. Inons of grain straw per acre and iguid asphalt at 400 gallons per flons per acre. 100–150 lbs. 200–250 lbs. 200–250 lbs.	100 lbs. and 20-25 lbs. 50 lbs./acre 60 lbs. 30 lbs. 70 lbs. 70 lbs. 70 lbs. 8 lbs. (hulled) 15-20 lbs. (unhulled) 15-20 lbs. (unhulled) 15-20 lbs. (rinhulled) 15-20 lbs. (rinhulled)	to be provided for all disturbed area bever is shorter) following completion ASTAL PLAIN REGION ASTAL PLAIN REGION ASTAL PLAIN REGION an Millet 120 750 an Millet 40 750 an Millet 120 1,000 an Millet 40 750 an Millet 120 1,000 an Millet 120 1,000 an Millet 40 750 an Millet 40 750 an Millet 40 750 an Millet 120 1,000 an An An AFTER EVERY RANFALL an AN AN AFTER EVERY RANFALL an AN AN AN AFTER EVERY RANFALL an AN AN AN AN AN AN ATTER EVERY RANFALL an AN
PERMANENT SEEDING PERMANENT SEEDING DEFINITION Seeding disturbed areas with perennial grasses permanent vegetative cover to lessen runoff a PURPOSE To lessen soil erosion and permanently stabiliz grading of construction sites. To lessen soil erosion and permanently stabiliz grading of construction sites. To lessen soil erosion and permanently stabiliz grading of construction sites. To lessen soil erosion control devices. All bare soil areas on construction sites which or other erosion control devices. All bare soil areas on construction sites which or other erosion control devices. PREPARATION PREPARATION PREPARATION PREPARATION Prepare seeded by ripping, chiseling, harrowin incluses so as to produce a loose, friable surface with stratos or other erosion control devices. PREPARATION PREPARATION Prepare seeding with 1,5 tons of grain stratos boulders, stumps or delomitic lime per acre. Mulch after seeding with 1,5 tons of grain stratos straw into soil or stratos with liquid asphalt at 400 mulch after seeding with 1,5 tons of grain stratos straw into soil or tack with liquid asphalt at 300 gallons per acre. PLANTS & MIXTURE PLANTS & MIXTURE Tall Fescue 100–150 lbs QOR_2050 db two or 100–150 lbs	Tall Fescue and Kobe or Korean Lespedeza Tall Fescue and German Millet or Sudangrass 2 Tall Fescue and Ryegrain 2 Common Bermudagrass Common Bermudagrass	PERMANENT GROUMOCOVER or 90 calender doys (whichever is shorter) follo or development. TEMPORARY SEEDING COASTAL PLA Recommended species shorter) follo co 90 calender doys (whichever is shorter) follo average seeding Dates TEMPORARY SEEDING COASTAL PLA Recommended species species seed Seeding Dates Permanent COASTAL PLA (COASTAL PLA Recommended species species seeden following the transpecies species sp
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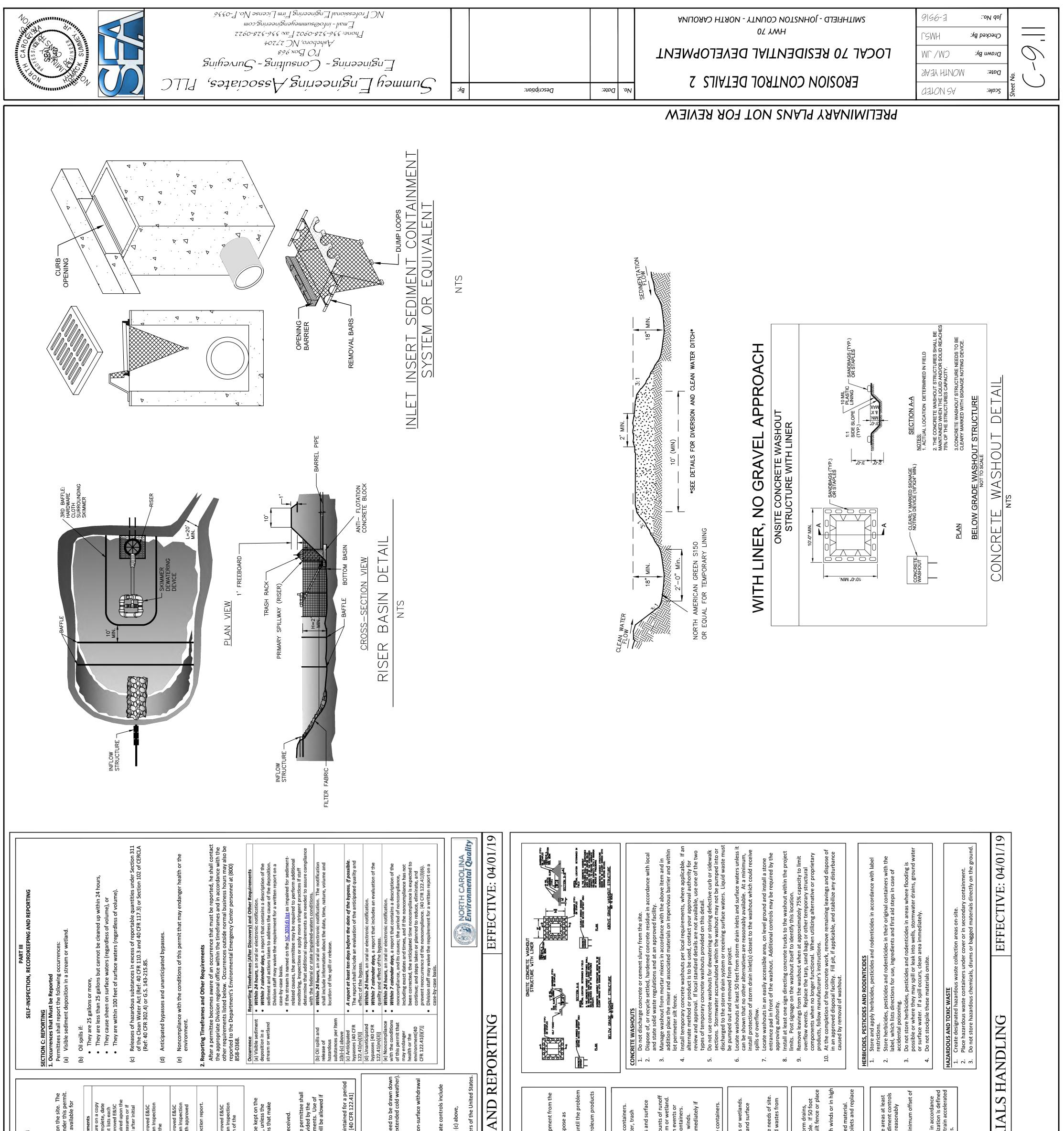




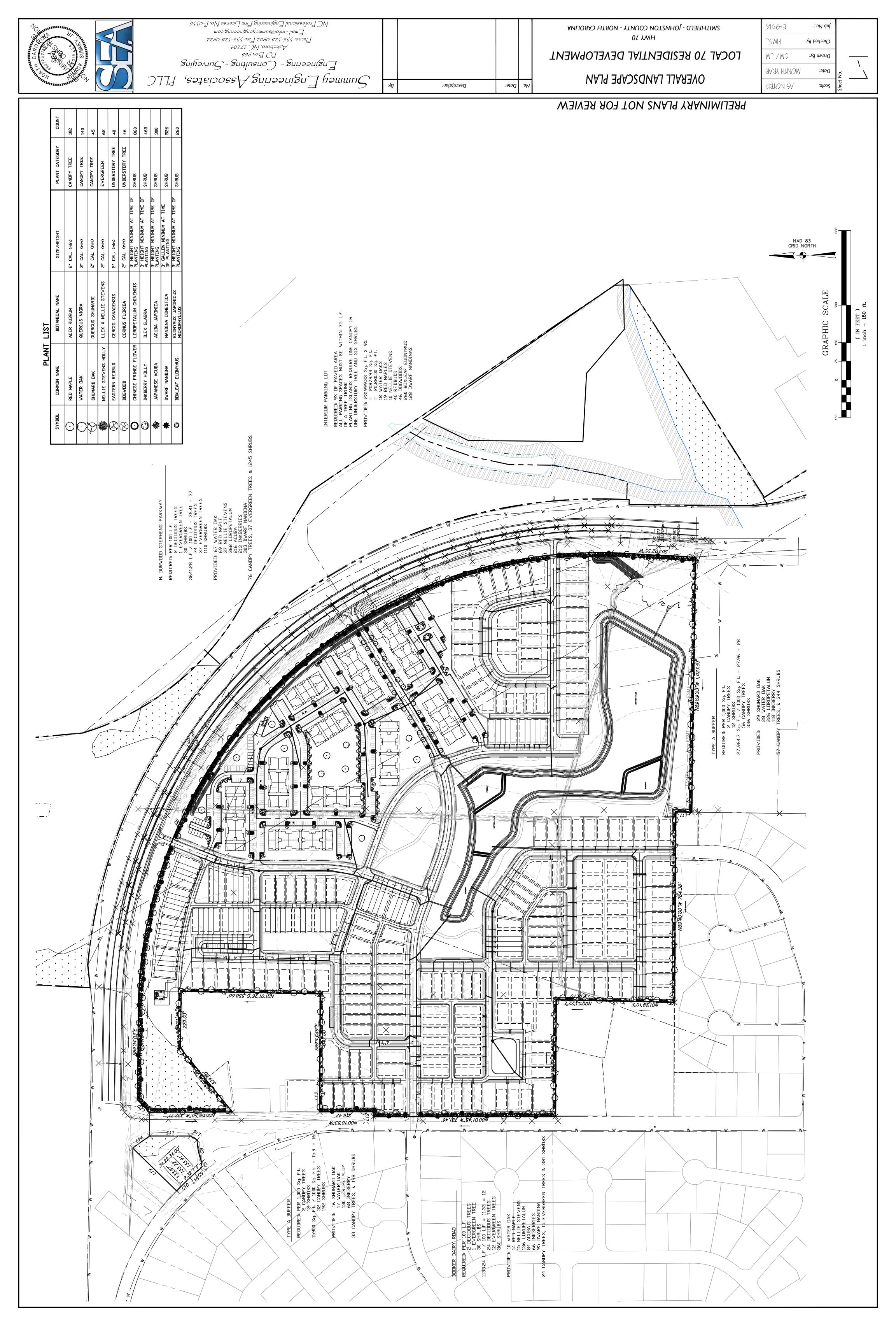


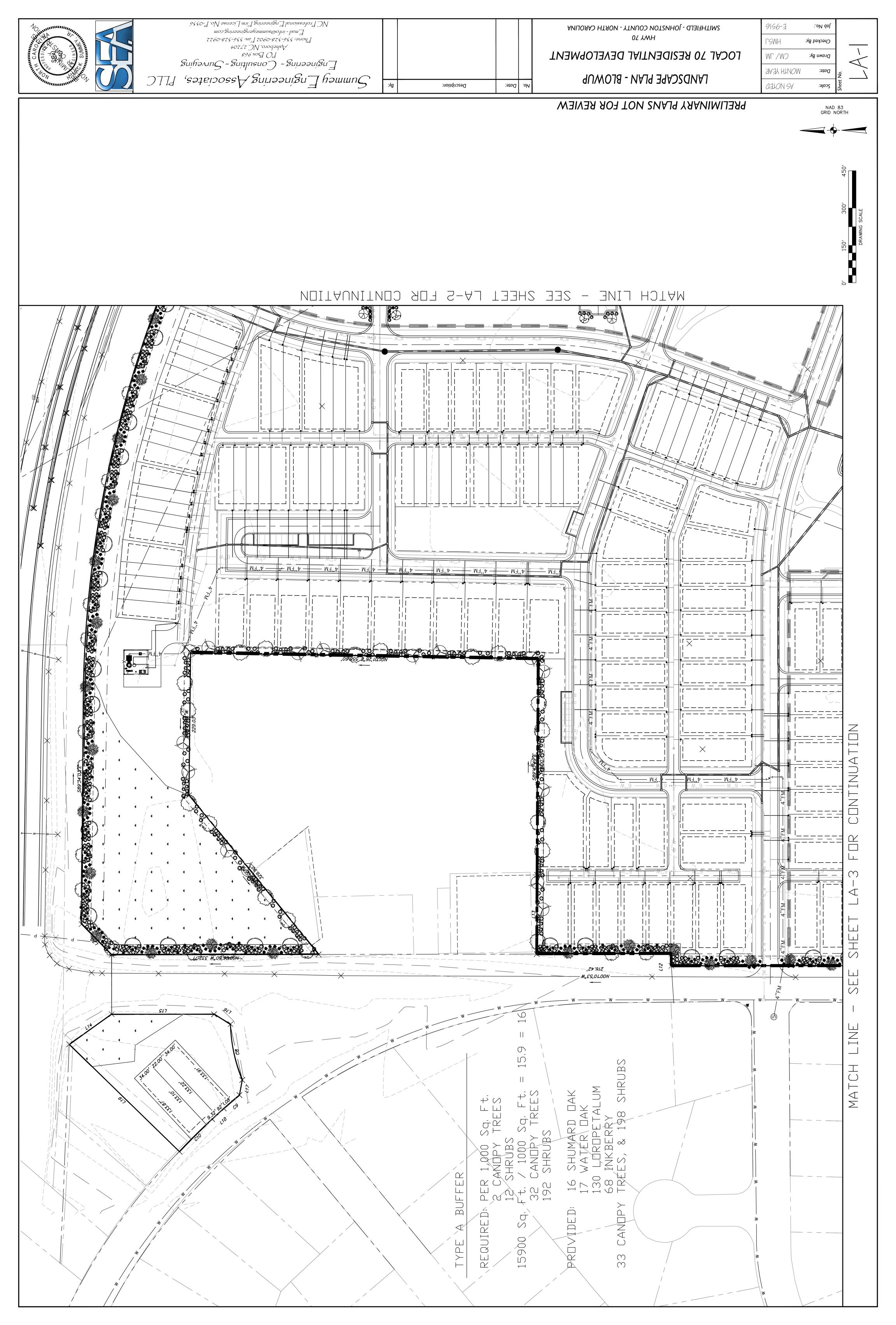


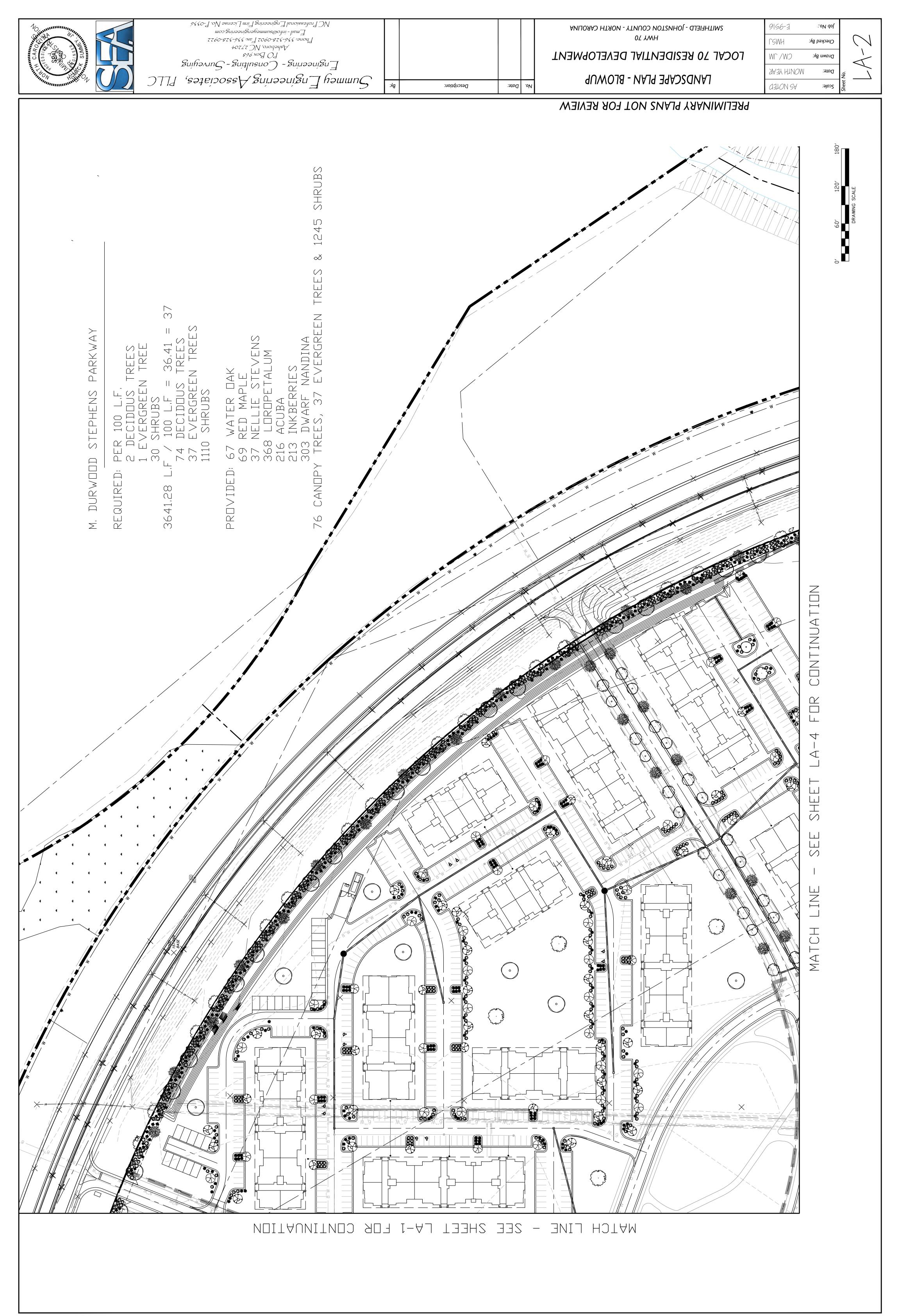


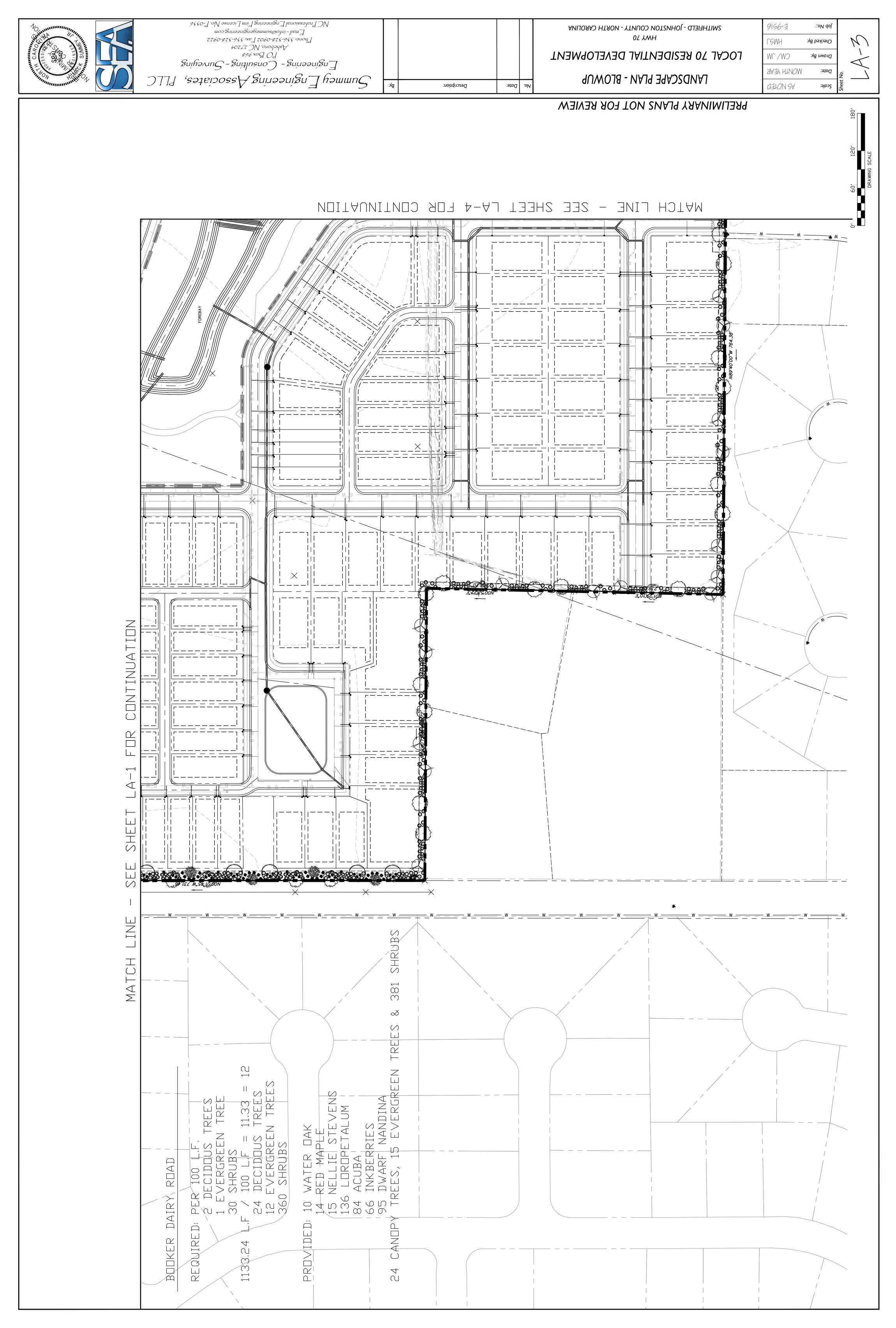


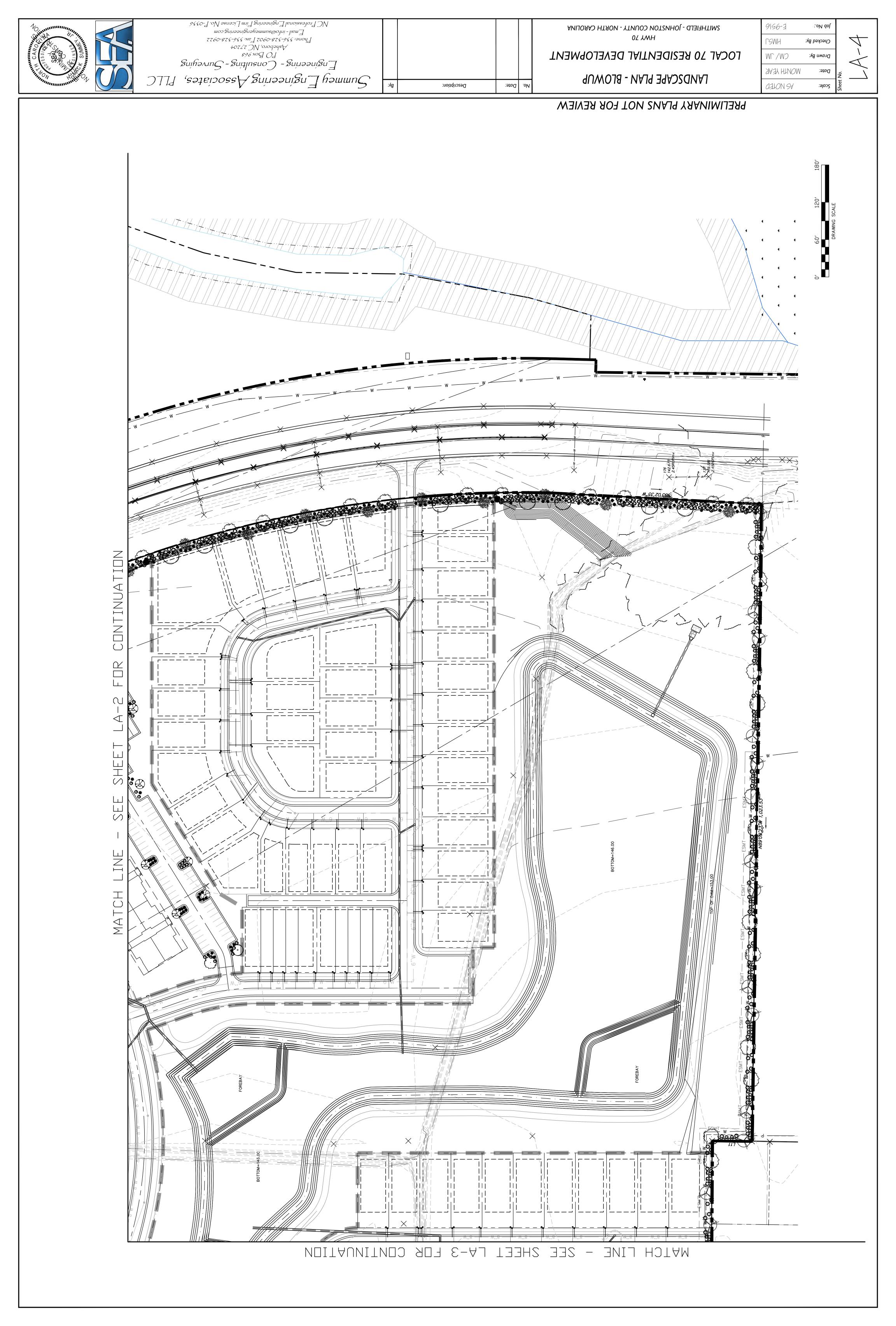
D REPORTING SEI E-INSPECTION RECORDREEPING AND REPORTING	 Sin accordance with the table and accordance with the next inspection relation of the approved E&SC plan as well as any approved deviation shall be kept on a atom event of equal to or units accordance with the method accordance with the method accordance with the method accordance with the approved E&SC plan according accordi	Ispection requirement. PART II, SECTIC AW DOWN OF SEDIMENT BASINS as of one acre or more shall use out istances in which it is not feasible to istances in which it is not feasible to not when all of the following criter oright of the non-surface with P ipated bypass in accordance with P ipated b	TERSFORCEMENTER Control and a many stored exhibitions to prevent denange of fluids. E and in result in the construction could entrol pans under any stored exhibition and a matrixen water (explanement to prevent denange of fluids. Anniant matrixen water (explanement to prevent denange of fluids. E and in pans under any stored exhibition. Bennow explained in the construction equipment for many construction and comstruction matrixen and proved water. Anniant matrixen water. Bennow explained in the construction and comstruction and comstructio
PART III SELF-INSPECTION. RECORDICEEPING AND R	Settion A: SELF-INSPECTION Self-inspections are required during normal business hours in below. When a deters weather or site conditions would cause personnel to be in jeopardy, the inspection may be delayed unwhich it is safe to performed upon the commencement of the next business day user delayed shall be noted in the inspection records must include: Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import Import	DR Sediment basins and traps that receive runoff from drainage area for maintenance or close out unless this is infeasible. The circum Non-surface withdrawals from sediment basins shall be allowed o (a) The E&SC plan authority has been provided with docume shall not commence until the E&SC plan authority has appl (b) The non-surface withdrawal has been reported as an antic (c) Dewatering discharges are treated with controls to minimi properly sited, designed and maintained dewatering tanks; (d) Vegetated, upland areas of the sites or a properly designed (e) Velocity dissipation devices such as check dams, sediment (f) Sediment removed from the dewatering treatment device:	GROUND STABILIZATION AND MATERIAL PERMIT THE WCGO1 CONSTUCTION GENERAL PERMIT The WCGO1 CONSTUCTION GENERAL PERMIT The WCGO1 CONSTUCTION GENERAL PERMIT The permittee shall comply with the Erosion and Sediment Control pill sections of the WCGO2 CONSTUCTION GENERAL PERMIT are prime specification and Sediment Control pill delegated authority having jurisdiction. All details and specification are provide state on the prime specification and Sediment Control pill delegated authority having jurisdiction. All details and specification are provide statement and sediment in the Ground Stabilize within this settion to the perimeter alkes, and any calendar many calendar (a) Perimeter files, and any calendar (b) High Quality Water 7 1 (a) Slopes 3:1 to 4:1 14 (a) opers are 10 (c) Slopes 3:1 to 4:1 14 14 (c) Slopes 3:1 to 4:1 14 14 16 operimeter files, prime any calendar (b) High Quality Water 7 10 on steeper than 4:1 (c) Slopes 3:1 to 4:1 14 14 on steeper than 4:1 10 distrubance (d) Slopes 3:1 to 4:1 14 14 16 distrubance 10 days for Fail (p) days for Fail (p) High Quality Water 7 14 and 9:1 (p) High Quality Water 7 14 and 9:1 (p) High Quality Water 7 14 and 9:1 (p) High Quality Water 7 14 10 distrubance (d) Slopes 3:1 to 4:1 1 14 14 distrubance 10 days for Fail (p) days for Fail (p) High Quality Water 7 14 and 9:1 (p) Areas with slopes 3:1 to 4:1 14 (p) High Cuality P 10 distrubance 7 and 9:0 (p) High Quality P 10 distrubance 7 and 9:0 (p) High Quality P 10 distrubance 7 and 9:0 (p) Hi











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LINE IG			WATER DAK	SHUMARD DAK	NELLIE STEVENS HOLLY	EASTERN REDBUD	DOGWOOD	CHINESE FRINGE FLOWER	INKBERRY HOLLY	JAPANESE ACUBA	DWARF NANDINA	BOXLEAF EUDNYMUS

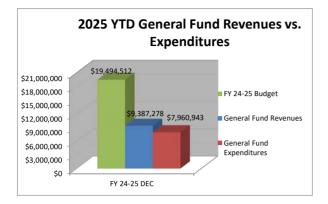


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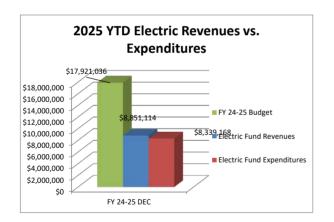
1. Some N	S-24-08 Local 70 Preliminary Plat Adjacent Properties List	t Adjacent Properties List	Addrace2	CituState 7in
SMITHFIELD GROWTH LLC		1600 COLON RD		SANFORD, NC 27330-9577
SULLIVAN, SHIRLEY P. JOINT TENANTS (WROS)	MUSTGRAVE, TANYA S. JOINT TENANTS (WROS)	1505 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9472
BENITEZ, JOSE	BENITEZ, JENNY	1511 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9472
OLSEN, MARGIE B	OLSEN, PAUL A	1211 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9419
JUAREZ, ELIZABETH CORTES	PEREZ, JUAN MANUEL	525 DEVILS RACETRACK RD		FOUR OAKS, NC 27524-9304
OLSEN, PAUL A	OLSEN, MARGIE B	1211 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9419
RESENDIZ, JOSE E.		215 LITTLE DOVE RD		PIKEVILLE, NC 27863-8341
DEMERITT, TAMMY SANDRA		1111 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9417
LMR RENTALS		201 S BRIGHTLEAF BLVD STE 1		SMITHFIELD, NC 27577-4077
AUSTIN, DALE L	AUSTIN, SANDRA W	1116 OLD BOOKER DAIRY RD		SMITHFIELD, NC 27577-9416
NORRIS, NELDA ELAINE WRIGHT LIFE ESTATE	NORRIS, BRANDY MICHELLE REMAINDER	1204 OLD BOOKER DAIRY RD		SMITHFIELD, NC 27577-3751
MOORE, JAMES H JR	MOORE, YVONNE C	713 CHESTNUT DR		SMITHFIELD, NC 27577-0000
CHAPPELL, LUCILLE		1302 BOOKER DAIRY RD		SMITHFIELD, NC 27577
JIMENEZ, LILA GUADALUPE GUTIERREZ	CASTRO, OSVALDO DIAZ	2 EDEN DR		SMITHFIELD, NC 27577-4805
HEATH, NICOLE JOINT TENANTS (WROS)	HEATH, WYATT JOINT TENANTS (WROS)	2 EDEN DR		SMITHFIELD, NC 27577-4805
ATKINSON, ROBERT WESLEY JR.			PO BOX 1765	SMITHFIELD, NC 27577-1765
BEAN, LYNDSAY		10 ALPINE CT		SMITHFIELD, NC 27577-4818
GILMORE, RODNEY	GILMORE, JENNIFER	9 SHERWOOD CT		SMITHFIELD, NC 27577-4835
SILVA, RUTH M		12 HAZELWOOD CT		SMITHFIELD, NC 27577-0000
EASTERLING, JULIEANNE G	DONAHUE, GEORGE C	721 N OAK ST		MCPHERSON, KS 67460-3443
JEMMA PROPERTIES LLC		3717 ROLSTON DR		RALEIGH, NC 27609-7226
BOOKER DAIRY HOMEOWNERS ASSOCIATION		154 BAYHILL DR		SMITHFIELD, NC 27577-8936
GRIFFIN, BETH CAPPS	OLIVER, LAURA TALTON	161 CREEKWOOD CIR		SMITHFIELD, NC 27577-9411
TITMUS, HENRY EDWARD	TITMUS, SANELA BEKTIC	169 CREEKWOOD CIR		SMITHFIELD, NC 27577-9411
CORDON, GERBER DE JESUS REINOSO		172 CREEKWOOD CIR		SMITHFIELD, NC 27577-9411
PITTMAN, HARRY M	PITTMAN, NELLIE G	151 VALLEYWOOD CIR		SMITHFIELD, NC 27577-9435
ATKINSON, FRANZ C.			PO BOX 70407	BROOKLYN, NY 11207-0407
NGUYEN, TRONG MINH	TRAN, PHUONG	152 VALLEYWOOD CIR		SMITHFIELD, NC 27577-9435
NGUYEN, VU		373 BAYHILL DR		SMITHFIELD, NC 27577-9434
HARRIS, CLEMMON LIFE ESTATE	MEDINA, TANISHA C. REMAINDER	388 BAYHILL DR		SMITHFIELD, NC 27577-9433
SANCHEZ, VICTOR M	MACEDO, ROSDELIA	353 BAYHILL DR		SMITHFIELD, NC 27577-9434
PACHECO, FAUSTO H.		368 BAYHILL DR		SMITHFIELD, NC 27577-9433
WALMART REAL ESTATE TRUST	SAM M WALTON DEVELOPMENT COMPLEX		PO BOX 8050M	BENTONVILLE, AR 72712
DEPARTMENT OF TRANSPORTATION		1546 MAIL SERVICE CTR		RALEIGH, NC 27699-1500
HLK COMMERCIAL LLC	DICKY EVERETT PARRISH REVOCABLE TRUST	2533 LITTLE DIVINE RD		SELMA, NC 27576-7833
H O I LIMITED PARTNERSHIP OF SMITHFIELD			PO BOX 26405	GREENSBORO, NC 27404-0000
LEE 1996 FAMILY LTD PTNRP			PO BOX 237	SMITHFIELD, NC 27577-0237
NELL M HOWELL REVOCABLE TRUST	HOWELL, NELL M TRUSTEE		PO BOX 528	SMITHFIELD, NC 27577-0000
TMG WC CCH SELMA 35, LLC		1700 W HIGGINS RD STE 400		DES PLAINES, IL 60018
SYSCO FOOD SERVICES OF RAL LLC		1390 ENCLAVE PKWY		HOUSTON, TX 77077-2025
ROBERTS & WELLONS, INC.	NELL M. HOWELL REVOCABLE TRUST		PO BOX 1046A	SMITHFIELD, NC 27577
WC JOCO 50 LLC		10 PARKWAY NORTH BLVD STE 120		DEERFIELD, IL 60015-2526

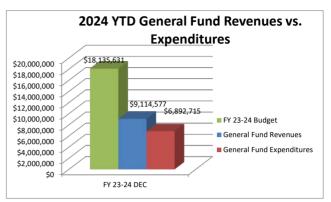
Financial Report

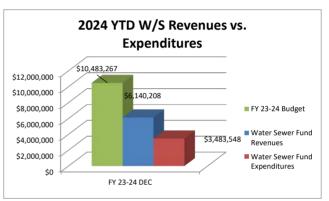
Town of Smithfield Revenues vs. Expenditures

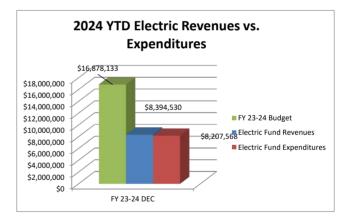












Gauge: 6/12 or 50 Percent					50.00%
	GENER	GENERAL FUND			
	Actu	Actual to Date	Budget	Actual to Date	YTD %
Revenues	Ţ	FY '23-24	FY '24-25	FY '24-25	Collected
Ad Valorem Taxes	S	4,287,024 \$	8,844,025 \$	4,918,001	55.61%
Other Taxes and Licenses		89,544	65,350	116,217	177.84%
Unrestricted Intergovernmental		2,607,954	4,934,757	1,456,637	29.52%
Restricted Intergovernmental		415,282	676,390	458,818	67.83%
Permits and Fees		1,257,835	3,083,906	1,984,930	64.36%
Investment Earnings		270,588	373,339	239,705	64.21%
Miscellaneous		182,350	205,300	129,977	63.31%
Transfer From Other Funds		ı	712,790		0.00%
Sale of Fixed Assets		4,000	50,700	51,050	100.69%
Jusurance Recovery		ı	31,925	31,943	100.06%
Fund Balance Appropriated		ı	516,030	•	0.00%
Total	\$	9,114,577 \$	19,494,512 \$	9,387,278	48.15%

TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT

	TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT December 31, 2024					
	Gauge: 6/12 or 50 Percent				LO.	50.00%
F			Actual to Date	Budget	Actual to Date	YTD %
	Experimentes General Governing Body	÷	FI 23-24	C7-17 1 J	CT-47 IJ	34 50%
	Ucuciai UOVUOVCIIIIIIS DOUY Non Denartmental	9		1 181 994	• 7	37 84%
	Debt Service		356.744	419.096	347,145	82.83%
	Finance		70,143	159,150	61,883	38.88%
	IT		135,920	190,700	54,079	28.36%
	Planning		168,035	445,025	200,646	45.09%
	Police		1,833,179	5,396,865	2,577,780	47.76%
	Fire		1,219,127	3,403,656	1,359,243	39.93%
	General Services/Public Works		340,767	1,230,323	434,577	35.32%
	Streets		320,353	825,027	191,317	23.19%
23	Motor Pool/Garage		81,322	173,700	94,018	54.13%
38			40,326	398,195	21,518	5.40%
	Sanitation		675,799	1,706,469	727,115	42.61%
	Stormwater		12,715	286,480	109,996	38.40%
	Parks and Rec		497,716	1,416,944	535,192	37.77%
	SRAC		500,354	1,236,800	530,304	42.88%
	Sarah Yard Center		23,509	51,300	19,735	38.47%
	Contingency		ı	252,696		
	Total	\$	6,892,715	\$ 19,494,512 \$	\$ 7,960,943	40.84%

2,221,862

YTD Fund Balance Increase (Decrease)

ı

1,426,335

Gauge: 6/12 or 50 Percent			4)	50.00%
WATER A	ATER AND SEWER FUND			
	Actual to Date	Budget	Actual to Date	YTD %
Revenues	FY '23-24	FY '24-25	FY '24-25	Collected
Water Sales	\$ 3,100,067	\$ 5,560,000 \$	\$ 3,291,816	59.21%
Sewer Sales	2,640,939	\$ 5,000,000	2,734,415	54.69%
Connection and Tap Fees	47,954	65,650	56,680	86.34%
Miscellaneous	190,975	334,300	609,031	182.18%
Interest Earnings	160,273	200,000	161,135	80.57%
Sale of Fixed Assets	•	·	351	#DIV/0!
Transfer from Booker Dairy Rd Fund	•	457,896	457,896	100.00%
Fund Balance Appropriated	•	223,515	•	0.00%
	\$ 6,140,208	\$ 11,841,361 \$	\$ 7,311,324	61.74%
39				
	Actual to Date	Budget	Actual to Date	YTD %
Expenditures	FY '23-24	FY '24-25	FY '24-25	Spent
Water Plant (Less Transfers)	\$ 1,034,599	\$ 2,564,715 \$	\$ 992,492	38.70%
Water Distribution/Sewer Coll (Less Transfers)	2,126,921	5,449,924	2,847,933	52.26%
Transfer to W/S Capital Proj. Fund	•	1,975,000	•	0.00%
Capital Outlay	109,766	271,700	168,891	62.16%
Debt Service	212,262	1,020,336	148,728	14.58%
Contingency	•	559,686	-	
Total	\$ 3,483,548	\$ 11,841,361	\$ 4,158,044	35.11%
YTD Fund Balance Increase (Decrease)	2,656,660		3,153,280	

TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT

December 31, 2024

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December 31, 2024					
Gauge: 6/12 or 50 Percent					50.00%
	ELECTRIC FUND	FUND			
		Actual to Date	Budget	Actual to Date	YTD %
Revenues		FY '23-24	FY '24-25	FY '24-25	Collected
Electric Sales	÷	8,075,030	\$ 16,270,040 \$	8,543,624	52.51%
Connection Fees		47,450	92,000	45,325	49.27%
Miscellaneous		61,649	108,375	72,917	67.28%
Penalties		44,876	85,000	43,743	51.46%
Investment earnings		165,525	250,000	145,505	58.20%
Fund Balance Appropriated		·	993,125	•	0.00%
Total	S	8,394,530	\$ 17,798,540 \$	8,851,114	49.73%
		Actual to Date	Budget	Actual to Date	YTD %
v,Expenditures		FY '23-24	FY '24-25	FY '24-25	Spent
Administration/Operations	\$	1,633,996	\$ 3,151,083 \$	1,548,949	49.16%
Purchased Power - Non Demand		2,416,687	3,940,660	2,811,341	71.34%
Purchased Power - Demand		3,229,356	7,828,164	3,058,205	39.07%
Purchased Power - Debt		578,088	1,156,176	578,088	50.00%
Debt Service		342,585	342,586	342,585	100.00%
Capital Outlay		6,856	35,000		0.00%
Contingency		ı	249,721		0.00%
Transfers to Electric Capital Proj Fund		ı	1,000,000		0.00%
Transfers to General Fund		ı	95,150		0.00%
Total	\$	8,207,568	\$ 17,798,540 \$	8,339,168	46.85%
YTD Fund Balance Increase (Decrease)		186,962	I	511,946	

TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT

TOWN OF SMITHFIELD MAJOR FUNDS FINANCIAL SUMMARY REPORT December 31, 2024				
Gauge: 6/12 or 50 Percent				50.00%
CASH AND INVESTMENTS FOR DECEMBER 2024	TS FOR DECE	EMBER 2024		
General Fund (Includes P. Bill)	25,072,645			
Water and Sewer Fund	16,426,482			
Electric Fund	11,395,248			
NCOBM Fund (21)	547,441			
JB George Endowment (40)	140,434			
Water Plant Expansion (43)	954,817			
Capital Project Fund: Wtr/Sewer (45)	1,229,832			
Capital Project Fund: General (46)	1,198,773			
Capital Project Fund: Electric (47)	(68, 620)			
FEMA Acquisitions and Elevations (48)	550			
Firemen Relief Fund (50)	115,588			
Fire District Fund (51)	326,964	1st CITIZENS	39,293,631	1.75% / 4.29%
General Capital Reserve Fund (72)	182,900	NCCMT	5,560,012	5.000%
Total	57,523,054	KS BANK	2,446,826	3.00%
		TRUIST	10,222,585	3.25%
		\$	57,523,054	

Account Balances Confirmed By Finance Director on

1/24/2025

Department Reports

FINANCE DEPARTMENTAL REPORT FOR NOVEMBER 2024

ACCOMPLISHMENTS

- Implemented monthly financial reporting for the appearance commission
- Accounts Receivable related policies written for board approval
- Assisted with the implementation of the new employee benefit management team
- Refunded numerous utility accounts with credit balances or applied credit balances to new accounts for old utility accounts; cleaned up the inactive revenue codes on utility accounts
- Saved \$3,600 in professional fees (Finance Department) and approximately \$2,000 in bank service charges (General, Water Sewer, Electric Fund)
- Implemented invoice and pre audit approval process for accounts payable
- Updated all grant and capital project ordinances to comply with ordinance and resolution statutory requirements
- Drafted the revised employee handbook for manager and council approval

WORK IN PROGRESS

- In process of updating the Customer Service Policy Manual (approval delayed for new regulations) and creating a Red Flag Policy for utility billing customer information
- In process of implementing a monthly closing schedule for all finance functions for timely reporting
- In process of setting up general ledger account reconciliations and delegating those tasks to finance and customer service staff
- In process of updating internal control policies and procedures in relation to finance and customer service
- In process of comprehensive inventory of fixed assets for all departments
- In process of working with Town Clerk and Town Manager to properly account for capital reserve / capital project funds
- In process of working to implement online payments with PIO for various departments including planning and fire inspection fees
- Assisting with the transition of various tasks related to the exiting Human Resource Director, such as NEOGOV (delayed)
- In process of implementing a training plan for each employee in finance and customer service departments
- Assisting with the phone implementation and internet / fiber projects
- In process of implementing purchase card program with potential savings of \$85K based on historical spending patterns

GOALS

- Update all policies and procedures related to finance and customer service in the near term for council approval
- Work with various departments to obtain a document management system so all departments can access documents for various town projects

0		Planning	Department Development Report	velopment R	eport				
Prelimin	Preliminary Subdivisions								
					PB Review	TC Hearing	Approval	CD	
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	Date	Date	Date	Approval Note	Note
		14057011X/							
S-24-08	Local 70 Residential Developmen 14057011Y	14057011Y	Smithfiled Growth LLC	11/21/2024	12/5/2024	1/21/2024			
S-24-07	Buffalo Road Subdivision	14A033005	Vesta Enterprises, Inc.	11/18/2024	12/5/2024	1/21/2024			
		14057011Y,							
S-24-06	Local 70 (Interim) plat	14057011X	Smithfiled Growth LLC	10/4/2024	11/14/2024		12/17/2024 12/17/2024		
S-24-05	Powell Tract Subdivision	15 08014	Crantock Land	8/25/2024	10/3/2024	12/3/2024 denied	denied		
		15049017/							Tabled by
S-24-03	Wellons Woods	15049010	BRL Engineering	4/8/2024					owner
S-24-02	Hillcrest-Poplar-Riverdale	15083049B	BRL Engineering	3/7/2024	4/4/2024	4/16/2024	4/16/2024		
			CMH Homes Inc/McIntyre						
S-24-01	Jubilee Creek	167300-68-6746	& Assoc	12/17/2023	3/7/2024	3/19/2024		5/7/2024 11/7/2024	
Final Plats	ts								
!	::	:	:		Approval				
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	Date	Note			
S-22-02	Finley Landing Phase 2		CE Group		12/19/2024				
S-24-06	Local 70 Interim Plat		Smithfield Growth LLC		12/19/2024				
Conditio	Conditional Zonings								
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing Decision	Decision	Notes	
		14001001/140750							
CZ-24-08	Village on the Neuse	11A	Village on the Neuse LLC	8/19/2024	11/14/2024	12/3/2024 Approved	Approved		
)	15005031,)				:		
		15005029	Spectrum Realty, LLC and						
CZ-24-07	Waddell Drive Townhomes	,15005031A	Sun Auto Wash, LLC	10/8/2024	11/14/2024	12/17/2024 Approved	Approved		
CZ-24-06	Finley Landing Alt Plan	15077035H	CE Group	9/9/2024	10/3/2024	10/15/2024 Denied	Denied		
CZ-24-05	Buffalo Ridge	140001021	Smithfield Land Group	7/30/2024	9/5/2024	9/17/2024 Approved	Approved		
		15026055/150260							
CZ-24-04	Massey Street Subdvision	54	Clay Pigeon Properties LLC	7/3/2024	8/1/2024	8/20/2024 Approved	Approved		
CZ-24-03	Buffalo Ridge	140001021	Smithfield Land Group	5/3/2024	6/6/2024	6/18/2024 Denied	Denied		
		14057011Y,14505							
		7011X,							
CZ-24-02	Local 70 PUD	14057011Y	Smithfield Growth Ilc	3/11/2024	4/4/2024	5/21/2024 Approved	Approved		
CZ-24-01	Carmax	15L10061	Centerpoint/CE Group	2/2/2024	3/7/2024	3/19/2024 Approved	Approved		
Special	Special Use Permits								

C REPERTING

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing Decision	Notes
SUP-24-05	Stadler Station	15074012E	Brown Investment Proprties Shovel Ready Johnston.	3/2024	024	4	
SUP-24-04 SUP-24-03	Heritage Townes at NC210 Country Club Townhomes	15079012A 15J11023	Inc Crantock Land, LLC	8/6/2024 8/12/2024	9/5/2024	11/19/2024 Denied	Tabled by applicant
SUP-24-02	Heritage Townes at Waddell	15005023, 15005022	snovel Keady Jonnston, Inc	7/5/2024	10/3/2024	12/17/2024 Approved	
SUP-24-01	Hartley Drive Townhomes	15089019A/15K09 010A /15K09010P	Terra Eden	7/1/2024	8/1/2024	8/20/2024 Approved	
Rezonings							
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing Decision	Notes
RZ-24-09	36 East Edgerton HI- to B-3	15006015/ 15007014	JCC/New Vision Partners LLC	11/8/2024	11/14/2024	12/17/2024 Approved	
RZ-24-08	606 S 3rd Street	15039027 14001001/140750	Syed Rizvi	8/13/2024	9/5/2024	9/17/2024 Denied	
RZ-24-07	Village on the Neuse to R-8	11A	Villlage on the Neuse LLC	8/19/2024	10/3/2024	Withdrawn	
RZ-24-06	400 Brightleaf to B-3	15015033/150160 33/15016032	David Dupree	5/24/2024	7/11/2024	8/13/2024 Approved	
RZ-24-05	Watershed Boundary Update		Town Staff	12/22/2023	6/6/2024	6/18/2024 Approved	
		15089019A/15K09					
RZ-24-04 RZ-24-03	Heavner Property to R-8 1558 W Market St to B-3	010A /15K09010P 15077033B 151110110	Terra Eden Lena Patterson Parks	4/5/2024 4/28/2024	5/2/2024 5/2/2024	5/21/2024 Approved 5/21/2024 Approved	
RZ-24-02	Joco Massey Tract to O/I	15L11014A/ 15L11014E 15j08015b	JOCO	3/20/2024	5/2/2024	5/21/2024 Approved	
RZ-24-01	Swift Creek Proprety to LI	/15J08014C	Tulloss/Grosclose	3/2/2024	4/4/2024	5/7/2024 Approved	
Site Plans	6				First Review	2nd Review Approval	
Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	Complete	Complete Date	Notes
SP-24-14	Gates Concrete	15079005F	Larry Gates	11/14/2024	12/23/2024		
SP-24-13	JCC Repaving	169308-87-5887 15084003D/	CO	10/21/2024	12/11/2024		
SP-24-12	Smithfield West	15084003F	Jim Perricone	10/17/2024	11/18/2024		
SP-24-11 SP-24-10	Smithfield Storage Town Place Suites	1507/023 15008046T	Adams and Hodge Barllett Engineering	10/16/2024 6/2/2024	12/9/2024 7/30/2024		

ints awn Id				
7/2/2024 5/29/2024 6/21/2024 11/25/2024 Email comments Project withdrawn 12/6/2024 4/25/2024 5/16/2024 Project on hold	Notes		Incomplete application	Notes
7/2/2024 3/19/2024 4/2/2024		Withdrawn Withdrawn approved		
6/14/2024 10/9/2024 5/10/2024 8/15/2024 2/21/2024 2/21/2024 2/21/2024	Council Hearing Decision 1/21/2024 5/21/2024 Approved 5/21/2024 Approved BOA Review Decision	1/30/2025 Withdraw Withdraw 8/29/2024 approved	8/29/2024 approved 8/29/2024 Approved 4/25/2024 Approved 3/28/2024 Approved	TC Hearing D
5/21/2024 5/16/2024 5/13/2024 4/25/2024 2/7/2024 11/17/2023 2/1/2023	Cubmittal Date H 11/25/2024 3/15/2024 B Submittal Date D	12/3/2024 11/21/2024 8/2/2024	7/24/2024 7/10/2024 1/18/2024 2/14/2024	PB Review Date 7
Terra Eden Adams and Hodge Dellinger Inc CE Group Onyx Creative Onyx Creative Capital Civil Engineering Onsite Civil Group ECLS Global Inc	Owner/Applicant Smithfiled Growth LLC SST Properties Owner/Applicant	Carolina Venture Investments, LLC/Curated Collections of NC LLC Jodee Langdon Jim Perricone	Reginald Barnes Adams and Hodge Engineering, PC Professional Permits Comfort Shield HVAC of NC	Submittal Date
14057005E 15K10023 15699006 15K10061 15060031 15060031 15074012R 15077009	Tax ID 14057011Y 15077033C Tax ID	15L11008T 15005056 15005041	15063037 15K10023 15041023 1507001	Applicant
Neuse Charter Elementary Market Street Plaza JoCo Waste Water Plant Bldg CarMax Equipment Share Express Oil Change Airport Industrial Park Lot 13 Bulldog Harley-Davison Lynn's Automotive Repair	ons <i>Project Name</i> Local 70 SST Properties S <i>Project Name</i>	Curated Collections Sign Variance Johnston Animal Hospital - Sign height variance Equipment Share Brightleaf Plaza Signs-setback variance Reginald Barnes - street frontage	variance Market Street Plaza - 8' Streetyard Variance Holly's Open Air Market - 35' front setback variance Packing Plan Road 937 N Brightleaf- 8' side yard variance	UDO Text Amendments Case ID Project Name
SP-24-09 SP-24-08 SP-24-06 SP-24-05 SP-24-05 SP-24-04 SP-24-03 SP-24-02 SP-24-01 SP-24-01	AnnexationsCase IDProCase IDLocANX-24-02LocANX-24-01SSVariancesCase IDCase IDPro	BA-24-09 BA-24-08 BA-24-07 BA-24-06	BA-24-05 BA-24-04 BA-24-03 BA-24-02 BA-24-01	UDO Text _{Case ID}

		SB382 invalidated this amendment			
	1/21/2025	8/13/2024 Approved	6/18/2024 Approved	11/12/2024	1/4/2024
	10/7/2024 11/14/2024-1/2/25	8/1/2024	6/6/2024	5/4/2023	12/7/2023
10/18/2024	10/7/2024 11	7/1/2024	5/2/2024	4/26/2023	12/20/2023
Staff	Staff	Staff	Staff	Staff	Staff
Tattoo Establishments	Misc. MF Amendments	MF in B-3	Driveways	Articles 2, 10, Append A	Watershed Boundary Update
ZA-24-04	ZA-24-03	ZA-24-02	ZA-24-01	ZA-23-06	ZA-23-09



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

Permits Issued for December 2024

		Permit Fees	Permits Issued	
Zoning	Land Use	\$1300.00	14	
Subdivisions	Major Subdivision	\$1,225.00	13	
Site Plan	Minor Site Plan	\$475.00	10	
Zoning	Sign	\$150.00	3	
Zoning	Wireless Communication (Small Cell)	\$0.00	0	
Zoning	Single Family & Two Family Zoning	\$50.00	2	
ROW Encroachment	Right of Way Encroachment	\$0.00	2	
	Report Period Total:	\$3,150.00	44	
	Fiscal YTD Total:	\$22,300.00	358	

Permit#	Permit Type	Sub Type	Address	File Open Date	Fees
ROW24-00000	ROW Encroachment	ROW Encroachment	Bradford Street	12/11/2024	0
ROW24-00000	ROW Encroachment	ROW Encroachment	White Oak Drive	12/20/2024	0
SP24-000179	Site Plan	Minor Site Plan	200 North Roderick Drive	12/02/2024	25
SP24-000180	Site Plan	Major Site Plan	835-871 Olive Branch Drive	12/03/2024	50
SP24-000181	Site Plan	Major Site Plan	880 Olive Branch Drive	12/04/2024	25
SP24-000182	Site Plan	Major Site Plan	896 Olive Branch Road	12/04/2024	25
SP24-000183	Site Plan	Minor Site Plan	53 Ascott Circle	12/04/2024	25
SP24-000184	Site Plan	Major Site Plan	55 Airport Industrial Drive	12/06/2024	100
SP24-000185	Site Plan	Minor Site Plan	130 Galilee Branch Drive	12/09/2024	25
SP24-000186	Site Plan	Minor Site Plan	242, 384-410 Hopewell Branch Court	12/10/2024	100
SP24-000187	Site Plan	Minor Site Plan	545 East Market Street	12/10/2024	100
SP24-000188	Site Plan	Minor Site Plan	912 Olive Branch Drive	12/10/2024	25
SP24-000189	Site Plan	Minor Site Plan	173 Galilee Branch Drive	12/10/2024	25
SP24-000190	Site Plan	Major Site Plan	164-184 Cowlily Court	12/11/2024	150
SP24-000191	Site Plan	Major Site Plan	321-345 West Saltgrass Lane	12/11/2024	175
SP24-000192	Site Plan	Major Site Plan	349-369 West Saltgrass Lane	12/11/2024	150
SP24-000193	Site Plan	Major Site Plan	809 Olive Branch Drive	12/17/2024	25
SP24-000194	Site Plan	Major Site Plan	91, 129, 151 Retreat Run	12/17/2024	75
SP24-000195	Site Plan	Major Site Plan	120, 126, 130, 134, 138 Paramount Drive	12/17/2024	125
SP24-000196	Site Plan	Major Site Plan	146, 150, 154, 158 Paramount Drive	12/17/2024	100
SP24-000197	Site Plan	Major Site Plan	164, 168, 172, 176 Paramount Drive	12/17/2024	100
SP24-000198	Site Plan	Major Site Plan	306, 310, 314, 318, 322 Thompson Overlool	12/18/2024	125
SP24-000199	Site Plan	Minor Site Plan	1112 South Walnut Drive	12/20/2024	25
SP24-000200	Site Plan	Minor Site Plan	701 East Street	12/20/2024	25
SP24-000201	Site Plan	Minor Site Plan	545 East Market Street	12/31/2024	100
Z24-000155	Zoning	Land Use	1025 Outlet Center Drive Suite 905	12/06/2024	100

Z24-000157	Zoning	Single Family & Two Fa	106 Whitley Drive	12/03/2024	25
Z24-000159	Zoning	Sign	100 Smithfield Crossing Street	12/06/2024	50
Z24-000160	Zoning	Sign	150 South Equity Drive Units G and H	12/10/2024	50
Z24-000161	Zoning	Land Use	1329 North Brightleaf Boulevard A2 and A3	12/10/2024	100
Z24-000162	Zoning	Land Use	1327 North Brightleaf Boulevard Building E	12/10/2024	100
Z24-000163	Zoning	Land Use	502 East Market Street Unit A	12/16/2024	100
Z24-000164	Zoning	Sign	502 East Market Street Unit A	12/16/2024	50
Z24-000165	Zoning	Land Use	240 West Market Street	12/16/2024	0
Z24-000166	Zoning	Land Use	1209 West Market Street	12/17/2024	100
Z24-000167	Zoning	Land Use	1025 Outlet Center Drive	12/18/2024	100
Z24-000169	Zoning	Land Use	513 Outlet Center Drive	12/20/2024	100
Z24-000170	Zoning	Single Family & Two Fa	105 South Third Street	12/20/2024	25
Z24-000171	Zoning	Land Use	104 Airport Industrial Drive Suite 101	12/20/2024	100
Z24-000172	Zoning	Land Use	2317 South Brightleaf Boulevard	12/20/2024	100
Z24-000173	Zoning	Land Use	104 Airport Industrial Drive Suite 102	12/27/2024	100
Z24-000174	Zoning	Land Use	104 Airport Industrial Drive Ste 103	12/27/2024	100
Z24-000175	Zoning	Land Use	22 Noble Street	12/30/2024	100
Z24-000176	Zoning	Land Use	1327 North Brightleaf Boulevard Unit A	12/31/2024	100



MONTHLY STATISTICS

MONTH ENDING December 31, 2024

	MONTHLY TOTAL	YEAR TO DATE TOTAL
CALLS FOR SERVICE	1623	20269
INCIDENT REPORTS TAKEN	119	1415
BURGLARY	5	39
CASES CLOSED	69	1018
ACCIDENT REPORTS	91	1030
ARREST REPORTS TAKEN	75	913
DRUGS	17	199
DWI	4	58
CITATIONS ISSUED	125	1969
PARKING/PAID	18/3	846/187
SPEEDING	7	103
NOL/DWLR	53	734
FICT/CNCL/REV REG CARD/TAG	26	256

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

REPORTED UCR OFFENSES FOR THE MONTH OF DECEMBER 2024

PART I CRIMES	December 2023	December 2024	+/-	Percent Changed	Year- 2023	-To-Date 2024		ercent hanged
 MURDER		 0	 0	N.C.		 1	 0	
RAPE	0	0	0	N.C.	1 3	2	-1	-33%
ROBBERY	0	0	0	N.C.	5	8	-1 2	33%
Commercial	0	0	0	N.C.	1	4	3	300%
Individual	0	0	0	N.C.	5	4	-1	-20%
ASSAULT	4	2	-2	-50%	39	53	14	36%
* VIOLENT *	4	2	-2	-50%	49	64	15	31%
BURGLARY	3	5	2	67%	44	43	-1	-2%
Residential	2	1	-1	-50%	22	20	-2	-9%
Non-Resident.	1	4	3	300%	22	23	1	5%
LARCENY	48	52	4	8%	418	381	-37	-9%
AUTO THEFT	2	1	-1	-50%	23	26	3	13%
ARSON	0	1	1	N.C.	2	2	0	0%
* PROPERTY *	53	59	6	11%	487	452	-35	-7%
PART I TOTAL:	57	61	4	7%	536	516	-20	-4%
PART II CRIMES								
Drug	11	15	4	36%	153	208	55	36%
Assault Simple	13	2	-11	-85%	132	117	-15	-11%
Forgery/Counterfeit	0	0	0	N.C.	16	17	1	6%
Fraud	3	7	4	133%	84	72	-12	-14%
Embezzlement	1	1	0	0%	9	12	3	33%
Stolen Property	2	0	-2	-100%	5	9	4	80%
Vandalism	4	6	2	50%	53	67	14	26%
Weapons	3	0	-3	-100%	10	12	2	20%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	2	5	3	150%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	1	1	N.C.	1	9	8	800%
D. W. I.	7	3	-4	-57%	54	58	4	7%
Liquor Law Violation	0	0	0	N.C.	2	4	2	100%
Disorderly Conduct	1	0	-1	-100%	7	7	0	0%
Obscenity	0	0	0	N.C.	0	1	1	N.C.
Kidnap	0	0	0	N.C.	3	1	-2	-67%
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	19 	23	4	21%	289 	268	-21 	-7%
PART II TOTAL:	64	59	-5	-8%	820	867	47	6%
GRAND TOTAL:	========= 121	120	-1	============= -1%	======= 1356	1383	====== 27	2%

N.C. = Not Calculable



Town of Smithfield Fire Department December 2024

I. Statistical Section

	Dec.
Confirmed Structure Fires	7
EMS Responses	182
Misc./Other Calls	38
Mutual Aid Calls	15
TOTAL EMERGENCY RESPONSES	293

	Dec.	YTD
Fire Inspections	76	859
Public Fire Education Programs	1	38
# Of Children Educated	15	4,981
# Of Adults Educated	15	1,797
Plans Review Construction/Renovation Projects	24	242
Fire Department Permits reviewed / Issued	40	405
Business Preplans	0	0
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	Dec.	YTD
Inspections/Permits	\$6,137.76	\$16,746.76
Fire Recovery USA	\$1,808.80	\$22,294.39

III. Personnel Update:

Continuous Part-time positions available, 19 p/t positions currently filled including the p/t fire inspector. 1 Firefighter Vacancy

IV. Narrative of monthly departmental activities:

- Squad was in-service 7 of 22 days
- Total Training Hours for December = 378.5 hours
- Website Updating (Continuing)

- Command Staff Meeting.
- Follow-ups and Re-inspections.
- Complete Open inspections
- Meet with County on Buildings with Challenging Issues and permit problems
- Exit/Emergency Light testing guide to be completed and provided for large occupancies.

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V. Upcoming Plans

- Complete Open inspections
- Amazon Annual Inspection
- Hospital Evacuation Drill
- New Projects Meeting with Building Inspections
- Fire Investigation Documentation and Preparation

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Town of Smithfield Public Works Department December 31, 2024



<u> 158</u>	Total Work Orders completed by the Public Works Department
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- <u>4</u> Burials, at \$775.00 each = \$3,1000.00
- ____0 Cremation Burial, \$425.00 each = \$0
- <u>\$0</u> Sunset Cemetery Lot Sales
- <u>\$0</u> Riverside Extension Cemetery Lot Sales
- 507.72 tons of household waste collected
- <u>184.00</u> tons of yard waste collected
- 3.04 tons of recycling collected
- ____0 gallons of used motor oil were recycled
- <u>0</u> scrap tires were recycled

Town of Smithfield Public Works Appearance Division Cemetery, Landscapes, and Grounds Maintenance Buildings, Facilities, and Sign Division Monthly Report December 31, 2024



I. Statistical Section

- 4 Burials
- 5 Works Orders Buildings & Facilities Division
- 51 Work Orders Grounds Division
- 31 Work Orders Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ <u>0</u>
Riverside Ext Cemetery Lot Sales:	\$ <u>0</u>
Grave Opening Fees:	\$ <u>3,100.00</u>
Total Revenue:	\$ <u>3,100.00</u>

III. Major Expenses for the Month:

Paid $\frac{17,390.00}{5,250.00}$ to Best Brothers Tree Service for removal of 74 Bradford Pear trees. Paid $\frac{3,250.00}{5,250.00}$ to Barbour Beaver Control company. Paid $\frac{52,400}{5,2400}$ to craft digging service for Cemetery burials

IV. Personnel Update:

No one hired for the month of December.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Safety meeting was on Behavior Based Safety with speaker Jaime Pearce.

Town of Smithfield Public Works Fleet Maintenance Division Monthly Report Dec. 31, 2024



I. Statistical Section

- 2 Preventive Maintenances
- <u>0</u> North Carolina Inspections
- 24 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenance on most Town owned. Vehicles. The Safety meeting was on "Behavior Based Safety" with speaker Jaime Pearce.

SMITHFIELD		2/01/2024 - 12/31/	2024 Last M	onth
NORTH CAROLINA	Work Orders 🛛 🏠 Asset Heal	th Reporting	J Details	
Source Work Orders 16	Recent Activity Export Dat	a Custom Das	hboards	
Purchase Orders	Assigned To 🕔 Due Date	e 🦪 Category	+ Add Filter	🔀 My Filte
II Reporting	Created va Correlated	Created vs. (Completed	
🖄 Requests	Created vs. Completed	Created vs. C	.ompieted	
ஃ Assets		ſ	+ Add to Dashbo	aard
Q Messages		160 —		Jaru
Categories		140 — 140 — 120 — 100 —		
Parts Inventory	155 15	8 8 0 - 6 0 - 4 0 - 1 1 1 1 1 1 1 1 1 1		
🗋 Library 🗸 🗸	Created Comp			
(?) Meters				
$ \sqrt{3} $ Automations				
 Locations 	· · · · · · · · · · · · · · · · · · ·]
은 Teams / Users	Grouped by: Team	User	Asset Lo	cation
Vendors				
	Created vs. Completed			+
	Category ≑	Assigned ≑	Completed 🗢	Cor
	Sanitation Division	49	53	108
	Signage	31	31	100
	Streets Division	5	5	100
	Appearance Division	52	52	100
Support	Funeral records	1	_	-
Lawrence Davis	Ulilities	15	15	100
Settings	Garage 256	1	1	100

Work Orde	Work Orders List for 01/01/2025	I	01/31/2025		SMITHFIELD NORTH CAROLINA
WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS	
#4503 819 repair tire	Drainage Division	C Done Completed by Andrew Stinkhood on 01/02/005	Total Time Costs \$2 Total Time 1h (\$22.33 1h 0m 0s	
Type: Reactive	Truck# 819 Utilities (Electric Department)		Total Costs \$2	\$22.33	
Andrew Strickland					
#4508 Diagnose and repair	Drainage Division	C Done Completed by Andrew Strivband on 041092035	Total Time Costs \$13 Total Time 6h (\$133.98 6h 0m 0s	
Type: Reactive	Iruck# ozo Utilities (Water and Sewer)		Total Costs \$13	\$133.98	
Ulilities					
#4519 Replaced front wheel	Drainage Division	 Done Completed by Andrew 	Total Time Costs \$4 Total Time 21 (\$44.66 2h 0m 0s	
hubs 300 Type: Reactive	Truck #300 Sanitation Division	Strickland on 01/03/2025		\$44.66	
Sanitation Division Andrew Strickland					
#4537 Service 315	0	 Done Completed by Andrew 	Total Time Costs \$2 Total Time	\$22.33 14.0m.0s	
Type: Reactive Sanitation	Truck 315 Sanitation Division	Strickland on 01/08/2025		\$22.33	
Division Andrew Strickland					
Generated for Smithfield Public Works	irks				MaintainX Page 1 of 5

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS	
#4538	Public Works Facility	Done	Total Time Costs	\$89.32	
Change tires 321	Truck 201 Parent:		Total Time	4h 0m 0s	
Iype: Keactive	Division		Total Costs	\$89.32	
Division Andrew Strickland					
#4539	Drainage Division	< Done	Total Time Costs	\$66.99 \$	
Checked snow plow	Truck 401/ Parent:	Completed by Andrew Strickland on 01/08/2025	Total Time	3h 0m 0s	
Type: reactive Sanitation Division Andrew Strickland	snow plow Division		Total Costs	\$66.99	
#4540	Drainage Division	< Done	Total Time Costs	\$22.33	
Changed batteries 405	Truck #405(Parent:	Completed by Andrew Strickland on 01/08/2025	Total Time	1h 0m 0s	
Drainage	Elg Dump Drainage Truck) Division		Total Costs	\$22.33	
Andrew Strickland					
#4550	Drainage Division	< Done	Total Time Costs	\$22.33	
Replaced bulb 709 Type: Reactive	Truck# Parent: Public	Completed by Andrew Strickland on 01/09/2025	Total Time	1h 0m 0s	
Ullities	15709 and Sewer)		Total Costs	\$22.33	
Andrew Strickland		÷			
#4557	Drainage Division	< Done	Total Time Costs	\$535.92	
Replaced rear differential 309	Truck 309 Semitation	Completed by Andrew Strickland on 01/10/2025	Total Time	24h 0m 0s	
Type: Reactive			Total Costs	\$535.92	
Sanitation Division Andrew Strickland					
#4563	Drainage Division	< Done	Total Time Costs	\$22.33	

PROCEDURE ANSWERS																						
TIME & COST PROCEDI	Total Time 1h 0m 0s	Total Costs \$22.33			Total Time Costs \$44.66	Total Time 2h 0m 0s	Total Costs \$44.66				Total Time Costs \$44.66	Total Time 2h 0m 0s	Total Costs \$44.66		tosts	Total Time 1h 0m 0s	Total Costs \$22.33		Total Time Costs \$44.66	Total Time 2h 0m 0s		
DUE & STATUS TIME	Completed by Andrew Strickland on 01/13/2025				✓ Done Tota	Completed by Andrew Strickland on 01/13/2025					Total	Completed by Andrew Strickland on 01/14/2025				Completed by Andrew Strickland on 01/15/2025	Tota		V Done	Completed by Andrew To		
LOCATION & ASSET	Truck #310 controlor	Division			Drainage Division	Truck #408 Parent:	(F550) Division				Drainage Division	Parent: Public	Truck# 806 Junues (Electric Department)		Drainage Division	Parent: Public	I ruck# 800 Cliectric Department)		Drainage Division	Parent:	Truck #319 Sanitation Division	
WORK ORDER INFO	Replaced Hydraulic	Type: Reactive	Sanitation	Andrew Strickland	#4564	Removed plow from 408 and 401	Type: Reactive	Drainage	and street repairs	Andrew Strickland	215425	CReplaced alternator 806	Type: Reactive	Utilities Andrew Strickland	#4583 Docor 806	Tyme: Deartine	Ullilities	Andrew Strickland	#4584	Service 319	Type: Reactive	Sanitation

Generated for Smithfield Public Works

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WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Andrew Strickland				
#4586 Service truck 311 Type: Reactive Fleet Division Andrew Strickland	Drainage Division Truck #311 Santation Division	✓ Done Completed by Andrew Strickland on 01/15/2025		
#4585 Service 304 Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #304 Parent: Division	✓ Done Completed by Andrew Strickland on 01/15/2025	Total Time Costs\$44.66Total Time2h 0m 0sTotal Costs\$44.66	
#4587 Replaced bucket pins Oxubota Type: Reactive Appearance Division Andrew Strickland	Appearance Division Kubota Parent: BX1880 Appearance Division	✓ Done Completed by Andrew Strickland on 01/16/2025	Total Time Costs\$22.33Total Time1h 0m 0sTotal Costs\$22.33	
#4606 Changed tail light bulb 408 Type: Reactive Drainage Andrew Strickland	Drainage Division Truck #408 Parent: (F550) Drainage Division	✓ Done Completed by Andrew Strickland on 01/21/2025	Total Time Costs \$11.17 Total Time 30m 0s Total Costs \$11.17	

Generated for Smithfield Public Works

PROCEDURE ANSWERS			
	\$22.33 1h 0m 0s \$22.33		
TIME & COST	Total Time Costs Total Time Total Costs		
DUE & STATUS	 Done Completed by Andrew Strickland on 01/21/2025 		
LOCATION & ASSET	Drainage Division Truck #408 Parent: (F550) Drainage Division		
WORK ORDER INFO	#4607 Attach snow plow 408 Type: Reactive Drainage Andrew Strickland	261	

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Created vs. Completed

Created vs. Completed			Group by Category
Category	Assigned	Completed	Completed Ratio
Sanitation Division	Q	6	100%
Appearance Division	1	T	100%
Ulilities	15	15	100%
Garage	1	T	100%
Parks and rec	7	-	100%

Town of Smithfield Public Works Drainage/Street Division Monthly Report Dec. 31, 2024



I. Statistical Section

- **a.** All catch basins in problem areas were cleaned on a weekly basis
- **b.** $\underline{0}$ Work Orders $-\underline{0}$ Tons of Asphalt was placed in $\underline{0}$ utility cuts,) $\underline{0}$ gator areas and $\underline{0}$ overlay.
- **c.** <u>0</u> Work Order <u>0</u> Linear Feet Drainage Pipe installed.
- d. <u>0</u> Work Orders <u>0</u> Linear Feet of ditches were cleaned
- e. <u>18</u> Work Orders <u>750</u> lbs. of Cold Patch was used for <u>15</u> Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting was on "Behavior Based Safety" with Jamie Pearce.

Work Orde	Work Orders List for 01/01/2025	I	01/31/2025	NORTH CANOLIN	AND OLIVIA
WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS	
#4500 Stopsign leaning	Appearance Division	 Done Completed by J.B. Young on 01/02/2025 	Total Time Costs \$1 Total Time 7n	\$1.77 7m 4s	
I ype: Keactive Signage J.B. Young			Total Costs \$1	\$1.77	
#4501 35mph sign faded	Appearance Division	Completed by J.B. Young on	Total Time Costs \$4 Total Time 19m	\$4.95 19m 47s	
Iype: Keactive Signage J.B. Young			Total Costs \$4	\$4.95	
504 P#4504 Faded 35mph sign	Appearance Division	Completed by J.B. Young on	Total Time Costs \$5.12 Total Time 20m 29s	\$5.12 0m 29s	
Iype: Keactive Signage J.B. Young			Total Costs \$5	\$5.12	
#4506 Faded 25 mph sign	Appearance Division	 Done Completed by J.B. Young on 01/02/2025 	Total Time Costs \$5.99 Total Time 23m 57s	\$5.99 3m 57s	
Iype: Keactive Signage J.B. Young			Total Costs \$5	\$5.09	
#4513 Stopsign been hit and	Appearance Division	Completed by J.B. Young on	Total Time Costs \$3 Total Time 13m	\$3.30 13m 12s	
Type: Reactive Signage			Total Costs \$3	\$3.30	

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WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
J.B. Young				
#4515 Stopsign leaning	Appearance Division	 Done Completed by J.B. Young on 01/03/2025 	Total Time Costs \$2.68 Total Time 10m 44s	\$2.68 0m 44s
lype: Keactive Signage			Total Costs \$2	\$2.68 -
J.B. Young				
#4528 Install new 3- wav	Appearance Division	VDone	costs	.26
stopsigns		Completed by J.B. Young on 01/07/2025	÷	125
Type: Reactive Signage J.B. Young			Total Costs \$25.26	26
#4534	Appearance Division	< Done	Total Time Costs \$17.78	.78
Scrape dirt roads		Completed by J.B. Young on 01/08/2025	Total Time 1h 11m 7s	17s
20 Signage			Total Costs \$17.78	.78
J.B. Young				
#4536	Appearance Division	Done	Total Time Costs \$5	\$5.64
Tune: Reactive		Completed by J.B. Young on 01/08/2025	Total Time 22m 34s	34s
Signage			Total Costs \$5	S5.64
J.B. Young	5			
#4546	Appearance Division	< Done	Total Time Costs \$18.60	.60
Faded street blades		Completed by J.B. Young on 01/09/2025	Total Time 14 M 23s	23s
Signage			Total Costs \$18.60	.60
J.B. Young				
#4554 Street blades missing	Appearance Division	< Done	Total Time Costs \$19.59	59
5				

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ANSWERS																								
PROCEDURE ANSWERS	1h 18m 22s	\$19.59		\$4.14	16m 33s	\$4.14		\$3.68	14m 43s	\$3.68		\$2.11	8m 27s	\$2.11		\$3.88	15m 30s	\$3.88		\$2.27	9m 5s	\$2.27		
TIME & COST	Total Time	Total Costs		Total Time Costs	Total Time	Total Costs		Total Time Costs	Total Time	Total Costs		Total Time Costs	Total Time	Total Costs		Total Time Costs	Total Time	Total Costs		Total Time Costs	Total Time	Total Costs		
DUE & STATUS	Completed by J.B. Young on 01/10/2025			< Done	Completed by J.B. Young on 01/13/2025				Completed by J.B. Young on 01/13/2025				Completed by J.B. Young on 01/13/2025				Completed by J.B. Young on 01/13/2025			< Done	Completed by J.B. Young on 01/13/2025			
LOCATION & ASSET				Appearance Division				Appearance Division				Appearance Division				Appearance Division				Appearance Division				
WORK ORDER INFO	Type: Reactive	Signage	J.B. Young	#4566	Potholes	Signage	J.B. Young	#4567	Potholes	signage	J.B. Young	24568	Opothole	Signage	J.B. Young	#4569	Potnole Tyne: Reactive	Signage	J.B. Young	#4570	Pothole	Signage	J.B. Young	

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PROCEDURE ANSWERS																	
	\$6.90 27m 37s	\$6.90		\$2.60	10m 24s \$2.60		\$2.86	\$2.86		\$3.24	12m 58s	\$3.24	\$20.55	1h 22m 13s \$20.55		\$20.29 15.21m 95	\$20.29
TIME & COST	Total Time Costs Total Time	Total Costs		Total Time Costs	Total Time Total Costs		Total Time Costs	Total Costs		Total Time Costs	Total Time	lotal costs	Total Time Costs	Total Time Total Costs		Total Time Costs	Total Costs
DUE & STATUS	 Done Completed by J.B. Young on 01/14/2025 			Completed by LB Volume on	01/14/2025		 Done Completed by J.B. Young on 	01/14/2025		VDoneDone	Completed by J.D. Toung on 01/14/2025		Done	Completed by J.E. roung on 01/14/2025		 Done Completed by J.B. Young on 	01/17/2025
LOCATION & ASSET	Appearance Division			Appearance Division			Appearance Division			Appearance Division			Appearance Division			Appearance Division	
WORK ORDER INFO	#4573 Stopsign leaning	lype: Keactive Signage	J.B. Young	#4574 Pothole	Type: Reactive	J.B. Young	#4575 Pothole	Type: Reactive	Bunok .B.	#4576 Potholes	Type: Reactive	Signage J.B. Young	#4578 Earled street blades	Type: Reactive	J.B. Young	#4595 Street blades bent	Type: Reactive

a.

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WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
Signage J.B. Young				
#4596 Faded stopsign	Appearance Division	 Done Completed by J.B. Young on 01117/2025 	Total Time Costs \$4.18 Total Time 15m 43s	36 Šš
Iype: reacuve Signage J.B. Young				20
#4603 Faded 25mph sign	Appearance Division	 Done Completed by J.B. Young on 	Total Time Costs \$2.98 Total Time 11m 56s	80. 80
Iype: Keactive Signage J.B. Young				88
#4605 Street blades missing	Appearance Division	 Done Completed by J.B. Young on 01/21/2025 	Total Time Costs \$31.61 Total Time 2h 6m 275	51 35
Odype: Reactive Signage			Total Costs \$31.61	20
J.B. Young				-
				Signed off by
				Date

MaintainX Page 5 of 5

Town of Smithfield Public Works Sanitation Division Monthly Report December 31, 2025



I. Statistical Section

The Division collected from approximately <u>4,360</u> homes, 4 times during the month **a.** Sanitation forces completed <u>51</u> work orders

- **b.** Sanitation forces collected tons <u>507.72</u> of household waste
- c. Sanitation forces disposed of loads <u>92</u> of yard waste and debris at Spain Farms Nursery
- d. Recycled <u>.73</u> tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected <u>2</u> tons of construction debris (C&D)
- **f.** Town disposed of <u>0</u> scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected <u>3.04</u> tons of recyclable plastic
- h. Recycled <u>0</u> lbs. of cardboard material from the Convenient Site Center
- i. A total of <u>0</u> gals of Anti-freeze was collected at the Convenient Site Center
- **j.** Recycled <u>2,640</u> lbs. of plastics & glass (co-mingle) from the Convenient Site Center.

II. Major Revenues

- a. Received <u>\$0.00</u> from Sonoco Products for cardboard material
- **b.** Sold <u>740</u>lbs. of aluminum cans for <u>\$88.80</u>
- c. Sold <u>3,680</u> lbs. of shredder steel for <u>\$ 258.60</u> to Foss

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$3,496.00 for disposal of yard waste and debris. Rehig Pacific Co. was paid \$1,500.00 for new trash cans. Sampson Bladen Oil Co. was paid \$1,174.00 for bulk order of oil and hydro fluid. Velocity Truck Centers was paid \$956.75 for new radiator connectors on KB # 304. Walker Napa Auto Parts was paid \$569.93 for Def and battery pack,

IV. Personnel Update: There has been no new hires.

V. Narrative of monthly departmental activities: The Public Works department worked closely with Downtown Development and Parks and Recreation by providing traffic control devices for the Christmas Parade events.

Public Works Safety Training was on "Behavior Based Safety with Jamie Pearce.

Community Service Workers worked <u>0</u> Hrs.

Town of Smithfield Public Works Storm Water Division Monthly Report December 31, 2024



I. Statistical Section

II. Major Revenues None

III. Major Expenses for the Month:

Paid 9,720.00 to Stuckey's Backhoe Service Inc. for pipe repair in Randers Court in Eden Woods .

IV. Personnel Update:

None

V. Narrative of monthly departmental activities:

Street Sweep and storm drain cleaning and repair.

V. The Public Works safety meeting was on "Behavior Based Safety" with Jaime Pearce with Wellness Works.



MONTHLY REPORT FOR DECEMBER, 2024

PROGRAMS SATISTICS	DECEMBER, 2024	24/25 FY YTD	DECEMBER, 2023	23/24 FY YTD
NUMBER OF PROGRAMS	7	56	8	56
TOTAL ATHLETICS PARTICIPANTS	357	3807	274	2017
TOTAL NON/ATHLETIC PARTICIPANTS	3518	6486	4311	7117
SARAH YARD COMMUNITY CENTER	103	774	101	773
NUMBER OF GAMES PLAYED	0	733	0	0
TOTAL NUMBER OF PLAYERS (GAMES)	0	15557	0	0
NUMBER OF PRACTICES	318	616	210	273
TOTAL NUMBER OF PLAYER(S) PRACTICES	2862	7698	1890	2526

		DECI	EMBER, 2023	23/24 FY YTD	DEC	CEMBER, 2023	23/24 FY YTD
PARKS REN	ITALS		1	175		9	252
USERS (PA	RKS RENTALS)		12	22002		275	1288
TOTAL UN	IQUE CONTACTS		6,495	51,818		6,577	32,242
FINANCIAL	STATISCTICS	DECI	EMBER, 2023	23/24 FY YTD	DEC	CEMBER, 2023	23/24 FY YTD
PARKS ANI	D RECREATION REVENUES	\$	1,705.00	\$ 77,716.00	\$	2,565.00	\$ 45,703.00
PARKS ANI	O RECREATON EXPENDITURES (OPERATIONS)	\$	66,294.00	\$ 526,330.00	\$	62,910.00	\$ 428,681.00
PARKS ANI	D RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$	8,861.00	\$ 526,330.00	\$	12,068.00	\$ 69,034.00
Sarah yaf	RD COM CTR EXPENDITURES (OPERATIONS)	\$	2,298.00	\$ 15,435.00	\$	3,095.00	\$ 16,033.00
SARAH YAF	RD COM CTR EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$	-	\$ 4,300.00	\$	-	\$ 7,475.00
NOTES:	CHRISTMAS TREE LIGHTING CHRISTMAS PARADE						

- COOKIES AND HOT CHOCOLATE POP UPS
 - GRINCH RUN AND JINGLE BELL JOG YOUTH BASKETBALL (360+ PLAYERS)



MONTHLY REPORT FOR DECEMBER, 2024

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NOTES:	CHRISTMAS TREE LIGHTING CHRISTMAS PARADE						

- COOKIES AND HOT CHOCOLATE POP UPS
 - GRINCH RUN AND JINGLE BELL JOG YOUTH BASKETBALL (360+ PLAYERS)



• Statistical Section

- o Electric CP Demand 24,749 Kw relative to November's demand of 17,725 Kw.
- Electric System Reliability was 99.9999%, with zero (0) recorded main line outages; relative to November's 99.9985%.
- Raw water treated on a daily average was 4.465 MG relative to 4.012 MG for November; with maximum demand of 5.974 MG relative to November's 4.984 MG.
- Total finished water to the system was 125.440 MG relative to November's 111.014 MG. Average daily for the month was 4.046 MG relative to November's 3.581 MG. Daily maximum was 5.559 MG (December 11th) relative to November's 4.435 MG. Daily minimum was 2.882 MG (December 7th), relative to November's 2.566 MG.

• Miscellaneous Revenues

- o Water sales were \$252,132 relative to November's \$295,478
- o Sewer sales were \$432,078 relative to November's \$498,301
- o Electrical sales were \$1,384,502 relative to November's sales of \$1,247,365
- Johnston County Water purchases were \$184,790 for 72.752 MG relative to November's \$225,489 for 88.917 MG.

• Major Expenses for the Month

- o Electricity purchases were \$1,150,304 relative to November's \$904,480
- Johnston County sewer charge was \$192,505 for 43.066 MG relative to November's \$166,607 for 37.272 MG.

• Personnel Changes

Chris Smith retired from part-time employment on December 20, 2024

Rodney Johnson retired as Electric Superintendent on December 31, 2024.



Town of Smithfield Electric Department Monthly Report December, 2024

I. Statistical Section

- Street Lights repaired -45
- Area Lights repaired-5
- Service calls 32
- Underground Electric Locates -718
- Poles changed out/removed or installed -3
- Underground Services Installed -9

II. Major Revenues

• N/A

III. Major Expenses for the Month:

• N/A

IV. Personnel Update:

• The Electrical Dept. has a full staff at this time.

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.
- The Electrical Dept is continuing to work on the Pole Audit Town wide.
- The Electrical Dept. helped the Street Dept. install Christmas Decorations along Market St., Peedin Rd. and West Smithfield.



Public Utilities Water and Sewer

Monthly Statistics	Month Ending	Ja/31/2024
	Monthly Total	Year to Date Total
Water Calls	91	991
Sewer Calls	42	689
Utility Locates	586	4850
Storm Drainage Calls	1	11
Total Calls	720	6541
Quotes new services	1	65
Inspections	7	165
Locate existing water & sewer services	12	82
Disconnect water	1	40
Reconnect water	2	13
Test meter	1	67
Temp hydrant meter	0	25
Discolored water call	1	36
Low pressure call	2	78
Leak detection	22	246
Meter check	24	304
Meter repair	15	161
Service leak	4	73
Water main leak	16	51
Replace existing water meter	11	103
Install new water meter	35	223
Install new water service	0	42
Renew water service	2	45
Water blow off repair	0	4
Street cuts	8	99
Repair utility cut or sink hole	5	35

Fire hydrant repair	3	22
Fire hydrant replaced	2	14
Camera Sewer main or service	2	44
Sewer odor complaint	0	21
Sewer main repair	7	110
Clean out repair or install	7	93
LF of sewer main cleaned	350	14905
Lf of sewer service cleaned	1630	14605
Lf of storm drain cleaned	0	4060

- Serviced and maintained 22 Sanitary Sewer Lift Stations 2 times per week
- Inspected all aerial sewer lines
- Inspected all high priority manholes weekly
- Helped public works with cleaning storm drain lines and catch basins during and before rain events

Major Expenses for the month of September

- Had Stuckey to make some water and sewer repairs that we were not able to.
- Still having work done on the Vac truck.
- Lumos is still destroying lines.

Upcoming Projects for the month of November

- I 95 project continues.
- Floyd landing work continues.
- Hydromechanics will resume replacing and repairing fire hydrants.

Personnel Updates

Chris Smith retired again

2



MONTHLY WATER LOSS REPORT

December 2024

(12) - Meters with slow washer leaks
(3) 3/4" Line, 1/8", 1 day
1" Line, 1/8", 1 week
1" Line, 1/8", 1 day
(4)-2" Line, Shear, 2 days
(3)-2" Line, 1/8", 1 day
(4)-6" Line, Shear, 1 day
(3)-Fire Hydrants Slow drip