



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

David Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, April 5, 2022

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING APRIL 5, 2022
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations:

1. Proclamation: Designating April 18, 2022 as Electrical Lineman Appreciation Day in the Town of Smithfield
(Mayor – M. Andy Moore) See attached information.....1
2. Acceptance of the 2021 American Public Power Association (APPA) Safety Award of Excellence
(Mayor – M. Andy Moore) See attached information.....5
3. New Website Presentation
(Communications and Marketing Specialist – Brian Eaves)

Public Hearing:

1. CZ-22-01 Foster Commons: The applicant is requesting conditional zoning approval for the construction of a 50-unit apartment building on a 5.46-acre tract of land located within the B-3 (Business) zoning district. The property considered for approval is located on the south side of the intersection South Brightleaf Boulevard and East Holt Street and further identified as Johnston County Tax ID# 15041020A
(Planning Director – Stephen Wensman) See attached information.....9

Citizens Comments

1. Introduction of Warden Howell from Johnston Correctional Institution

Consent Agenda Items:

1. Approval of Minutes:
 - a. February 24, 2022 – Special Meeting
 - b. February 24, 2022 – Closed Session (Under Separate Cover)
 - c. March 1, 2022 – Regular Meeting
 - d. March 1, 2022 – Closed Session (Under Separate Cover).....31

2. Special Event: Wine Walk – Harbor, Inc. is requesting approval to hold a Spring Wine Walk on April 29, 2022 from 5:00 pm until 9:00 pm in Downtown Smithfield. This request also includes the use of amplified sound and to be approval as an annual event.
(Planning Director – Stephen Wensman) See attached information.....43

3. Special Event: Cycle Fest 1911– Smithfield Alumni Chapter of Kappa Alpha Psi is requesting approval to hold a cycling event on April 30, 2022 from 8:30 am until 2:00 pm at 600 M. Durwood Stephenson Parkway. This request also includes a food truck and to be approved as an annual event.
(Planning Director – Stephen Wensman) See attached information.....51

4. Special Event: Spring Carnival – Inners Shows, Inc is requesting to hold a Spring Carnival at the Carolina Premium Outlets May 12th through the 29th. This request includes the use of amplified sound.
(Planning Director – Stephen Wensman) See attached information.....61

5. Consideration and request for approval to adopt Resolution 695 (04-2022) accepting public dedication of public lands or facilities for streets, parks, and public utility lines for the Twin Creeks Phase 2
(Planning Director – Stephen Wensman) See attached information.....67

6. Consideration and request for approval to adopt Resolution No. 696 (05-2022) accepting Town Maintenance of Croatan Court and Sunfish Street in East River Phase 1 & 2.
(Planning Director – Stephen Wensman) See attached information.....71

7. Consideration and request for approval to adopt a Capital Project Ordinance for three State Capital and Infrastructure Fund (SCIF) Grants
(Finance Director – Greg Siler) See attached information.....77

8. Consideration and request for approval to adopt various budget amendments
(Finance Director – Greg Siler) See attached information.....81

9. Consideration and request for approval to purchase and install deck grates around the perimeter of the competition and splash pools at the Aquatics Center
(Parks and Recreation Director – Gary Johnson) See attached information.....87

10. Consideration and request for approval to enter into a contract with Vision, NC in the amount not to exceed \$22,400
(Public Utilities Director – Ted Credle) See attached information.....95

11. Consideration and request for approval to award a bid to Grid One Solutions, LLC for meter reading services
(Public Utilities Director – Ted Credle) See attached information.....107

12. New Hire Report
(HR Director/ PIO – Tim Kerigan) See attached information.....119

Business Item:

1. Consideration and request for approval to award a bid in the amount of **\$31,349.00 to James Paul Edwards for repairs to the Fire Department’s** parking lot
(Fire Chief – Michael Brown) See attached information.....121

2. Consideration and request for approval to designate Mark III as Broker of Record for employee primary and optional insurance benefits
(Human Resources Director – Tim Kerigan) See attached information.....127

3. FY 2022-2023 Budget Discussion
(Town Manager – Michael Scott) See attached information..... 129

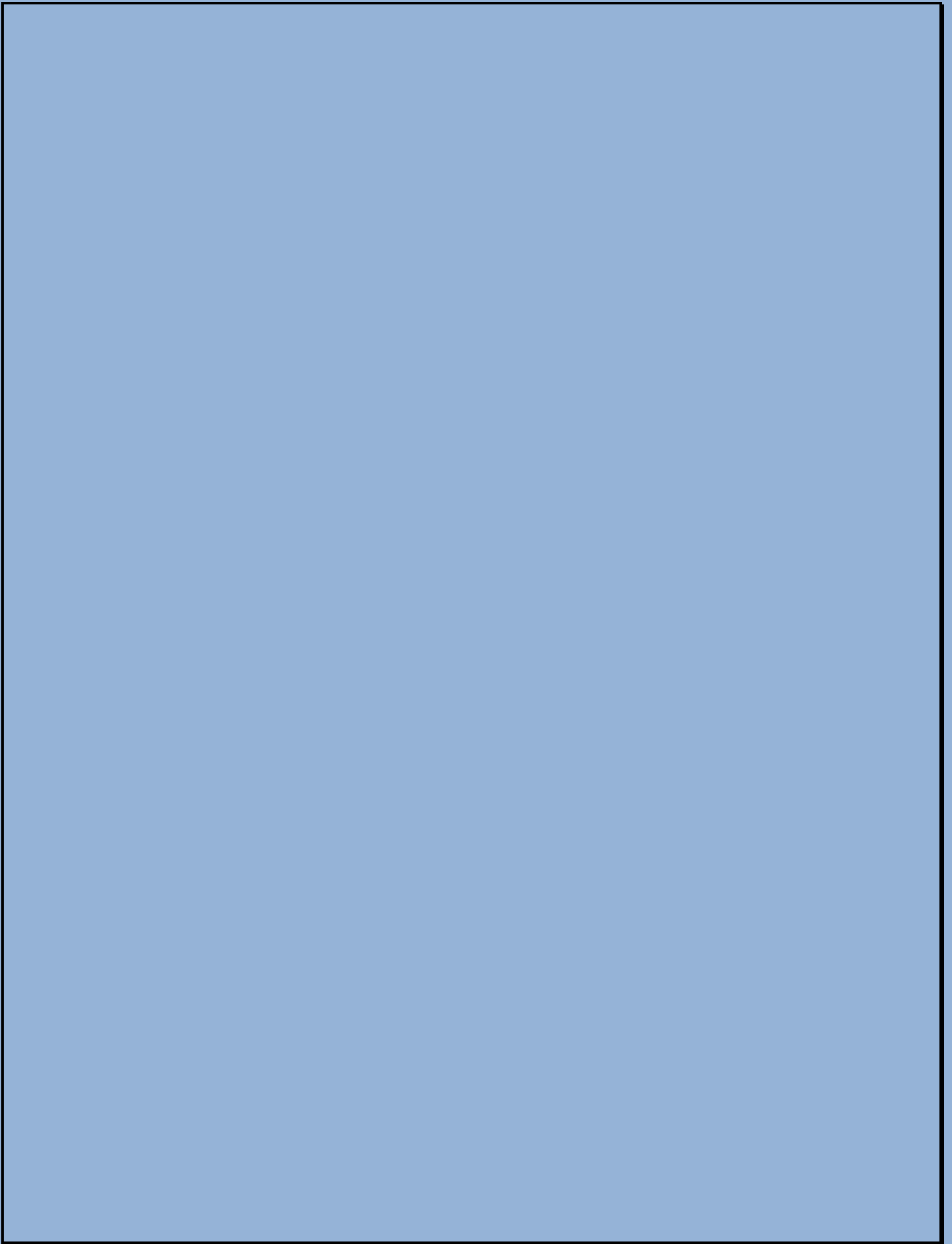
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....131
- Department Reports (See attached information).....135
- **Manager’s Report** (Will be provided at the meeting)

Recess: To a date time certain to continue FY 2022-2023 Budget Discussions

Presentations





Request for Town Council Action

Presentation: Proclamation

Date: 04/05/2022

Subject: Approve the **Proclamation to make April 18 "Electrical Lineman Appreciation Day"**

Department: Public Utilities – Electric Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Presentation

Issue Statement

The approval of the Proclamation to make April 18, 2022 "Electrical Lineman **Appreciation Day**" in Smithfield

Financial Impact

N/A

Action Needed

Approve & recite the attached proclamation, publicly, at the April Council meeting

Recommendation

Staff recommends the approval of the attached proclamation

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proclamation



Staff Report

Presentation: Proclamation

The Town is seeking to make April 18, 2021 “Electrical **Lineman Appreciation Day**” in the Town of Smithfield, in coordination with the national proclamation set by the US Senate.

**TOWN OF SMITHFIELD
PROCLAMATION
ELECTRICAL LINEMEN APPRECIATION DAY
APRIL 18, 2022**

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

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

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

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

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

Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2022 as

Electrical Linemen Appreciation Day

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



M. Andy Moore, Mayor



Request for Town Council Action

Presentation: APPA Safety
Award
Date: 04/05/2022

Subject: APPA Safety Award Presentation
Department: Public Utilities – Electric Department
Presented by: Public Utilities Director - Ted Credle
Presentation: Presentation

Issue Statement

Acceptance of the 2021 American Public Power Association (APPA) Safety Award of Excellence.

Financial Impact

N/A

Action Needed

Accept the Award as was given by the APPA

Recommendation

Staff recommends acceptance of the award

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. E-mail of Notification



Staff Report

Presentation: APPA Safety
Award

For the past 61 years, the American Public Power Association (APPA) has annually awarded Safety Awards to recognize public power utilities that exemplify the highest standards of safe operating practices. Safety programs ensure that electric utility employees are informed and trained on safe work procedures. The utilities receiving this award have proven that protecting the safety of their employees is a top priority.

334 utilities from across the country entered the annual Safety Awards. Entrants were placed in categories according to their number of worker-hours and ranked based on the most incident-free records during 2021. The incidence rate, used to judge entries, is based on the number of work-related reportable injuries or illnesses and the number of worker-hours during 2021, as defined by the Occupational Safety and Health Administration (OSHA).

The Town of Smithfield was awarded First Place in Group A (Group A is communities with less than 15,000 worker-hours of exposure). A complete list of all honorees can be found on the APPA website.

**

From: [Matthew Atienza](#)
To: [Ted Credle](#)
Subject: 2021 Safety Awards of Excellence Results
Date: Monday, March 7, 2022 10:57:55 AM

Dear TOWN OF SMITHFIELD,

Congratulations! We are pleased to inform you that the 2021 safety record of TOWN OF SMITHFIELD has achieved First in Group B of the American Public Power Association's (APPA) 2021 Safety Awards of Excellence.

Bob Scudder, Chair of APPA's Safety Committee, will officially recognize award winners during the morning Awards Presentation at the [2022 Engineering & Operations Conference](#) on Tuesday, March 29th.

There are several resources available to help your utility realize the benefits of this achievement, outlined below:

- **Photograph or Logo for Awards Video:** Please submit a photo [HERE](#) of your utility to be shown during the awards ceremony at the E&O Conference. Photographs should be in the highest resolution possible and jpeg file format. Photographs should be of your utility logo, your safety team with your logo, or your utility's staff with your utility's logo. The deadline to submit your photograph is **Thursday, March 10th**. If you have a question about what type of photograph is suitable for submission, please contact Tyler Doyle at tdoyle@publicpower.org.
- **Commemorative Plaque:** Each Safety Awards recipient receives one complimentary plaque to recognize the utility's achievement. All recipients must fill out [this electronic request form](#) to receive their complimentary plaque. You may also use the same form to order additional plaques or certificates.
- **Press Release:** APPA has produced a [template press release](#) for publicizing your award locally. You can customize this press release with your utility's information and work with local outlets to publicize your utility's achievement. **[Note that the press release has an embargo date of March 29th, 2022]**

This year, the Engineering and Operations Conference in Austin, TX is being held from March 28th-30th. As an exemplary utility, we welcome and encourage your participation. Register today or preview the safety sessions by visiting [our website](#). If you have any questions about your award, please do not hesitate to contact Tyler Doyle by phone at (202) 467-2945 or email at tdoyle@publicpower.org.

Again, congratulations on a safe 2021. A record such as yours is indicative of high standards in the workplace and is vital to safe and productive utility operations. We wish you a safe 2022!

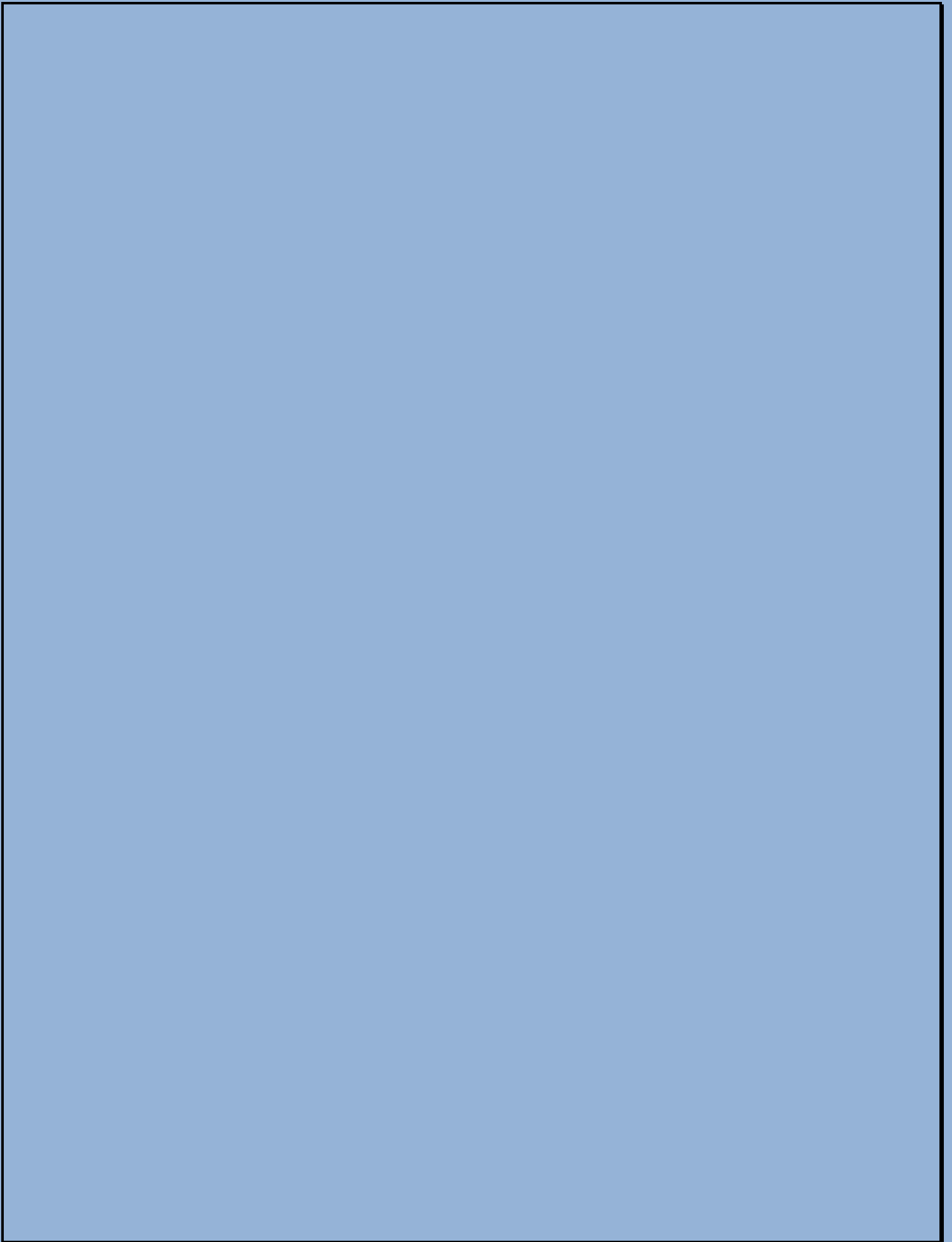
Sincerely,

APPA's Safety Team

Alex Hofmann, Vice President of Technical and Operations Services
Bronson Brown, Safety Director
Tyler Doyle, Operations Safety Specialist
Maddy Wendell, Operations Services Coordinator

Matthew Atienza, T&O Assistant

Public Hearing





Request for Town Council Action

Public
Hearing: CZ-22-01
Date: 04/05/2022

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

Issue Statement

Woda Cooper Development Inc. is requesting a rezoning to B-3 Conditional Zone from the B-3 zoning district with a master plan for Foster Commons, a 50-unit senior (55+ restricted) multi-family apartment on 5.46 acres.

Financial Impact

The development will add to the **Town's tax base**. The development will be constructing approximately 300 lineal feet of public road for site access.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the conditional rezoning request and to decide whether to approve, approve with conditions, or deny the request.

Recommendation

Planning Staff and the Planning Board recommend approval of CZ-22-01 with 7 conditions with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan as to be amended and that the request is reasonable and in the public interest

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Consistency Statement
3. Application and narrative
4. Foster Commons Master Plan – Separate Attachment
5. Adjacent Property Owner's Listing and Certification
6. Zoning Map
7. Planning Board Minutes
8. Legal Advertisement



Staff Report

REQUEST:

Woda Cooper Development Inc is requesting a rezoning to B-3 Conditional Zone from the B-3 zoning district with a master plan for Foster Commons, a 50-unit senior (55+ restricted) multi-family apartment on 5.46 acres.

PROPERTY LOCATION:

The property on the southwest corner of South Brightleaf Boulevard and East Holt Street, and approximately 1,240 lineal feet north-east of the Brogden Road/S. Brightleaf Boulevard intersection.

APPLICATION DATA:

Applicant:	Woda Cooper Development Inc.
Property Owners:	E & F Properties Inc.
Proposed Development Name:	Foster Commons
NC Pin#	169306-47-6832
Rezoning Acreage:	5.47 acres.
Present Zoning:	B-3
Proposed Zoning:	B-3 CZ
Existing Use:	Vacant
Proposed Use:	Age restricted 55+ multi-family residential
Fire District:	Town of Smithfield
School Impacts:	N/A
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield
Development Density:	9.15 dwelling units per acre
Roads:	+/- 300 Lin. Feet

**ADJACENT ZONING AND LAND USES:
(see attached map)**

	Zoning	Existing Land Uses
North	B-2	Auto Dealership
South	B-3	Auto Dealership
East	N/A	Railroad
West	B-3	Commercial

EXISTING CONDITIONS/ENVIRONMENTAL:

The property considered for approval is vacant with road frontage on S. Brightleaf Boulevard and the CSX Railroad to the rear of the property. There is a deep ditch along the southwest edge of the property. There are no wetlands or floodplain on the property.

MASTER PLAN/ANALYSIS:

Multi-family residential is a special use with supplemental standards in the B-3 Zoning District according to Article 9, Table 6.6 of the Unified Development Ordinance. The alternative is a conditional rezoning to B3-CZ with a master plan.

- Multi-Family Building.
 - The 3-story, 50-unit, 55+ age restricted apartment building will be comprised of 18-660 sq. ft. 1-Bedroom units, and 32-900 sq. ft. 2- Bedroom units. There will be an elevator near the center of the building and stairways at the ends of the shared hallways.
 - The building materials will consist of brick, fiber cement lap and board and batten siding with decorative trim. The building will be in compliance with the appearance requirements of UDO Section 7.34.1.4.
 - Building amenities include a management/leasing office, multipurpose space, laundry facility, fitness center and computer room as well as some indoor sitting areas on each floor.
 - All units will have central, electric heat and air conditioning, washer/dryer closets with connections, LVT flooring, blinds, and will have a 16-sf dedicated storage closet (located on the floor). Each unit will have pre-wired connections for cable, telephone and internet. All the kitchens will have Energy Star appliances. Each unit will have an emergency pull chord in the bedroom and bathroom.
- Storage per unit. The supplemental standards for multi-family requires a minimum of 24 sq. ft. of storage space per unit. The development proposes 16 sq. ft. of storage per unit. Given the project is for restricted to 55+ residents, the lesser amount of storage may be appropriate.
- Setbacks. The building is located over 200 feet back from Brightleaf Boulevard and exceeds all setbacks of the B-3 zoning district.
- Building Heights. A 3-story, 43 feet tall, building with a 5:12 roof slope is proposed This is 3 feet taller than allowed in the B-3 zoning district. Building heights are allowed to exceed 40 feet with a special use permit or as approved by conditional zoning.
- Density. The project would have an overall density of 9.15 dwelling units per acre (d. u. a.). The UDO allows up to 9.68 d.u.a.

- **Site Access & Road.** The primary access to the development will be off of East Holt Street. East Holt is currently a closed public right-of-way. The developer will construct approximately 300 lineal feet of road in the right-of-way that will match the street width found across S. Brightleaf Blvd with curb and gutter. The site will have two driveways off of Holt with no direct access onto Brightleaf Boulevard. The new street will require a cul-de-sac bulb at its terminus.

A driveway apron should be provided at the end of the E. Holt Street cul-de-sac for the driveway to the business at 711 E Rose Street.

- **Sidewalks.** Sidewalks will be constructed along Brightleaf Boulevard and on the south side of East Holt Street that will connect to the front door of the apartment building.
- **Parking.** 83 parking spaces are proposed as required. Eight spaces will be ADA accessible and van accessible. The parking lot will be set back over 100 feet from Brightleaf Boulevard right-of-way.
- **Site Amenities.** Outside amenities will include a gazebo, a covered patio with seating and some additional outdoor sitting areas connected by sidewalks. Senior developments are exempt from the recreation requirements in Article 7.35.1.5, however there is a large open space area in the front and back of the building that could be further developed and used by residents to enjoy for walking, sitting or other passive or active recreation activities.
- **Landscaping and Buffering.** No landscape or bufferyard plan has been submitted, however the master plan shows general compliance with streetyard and bufferyard and parking lot landscape requirements. Foundation plantings will also be required. A landscape plan meeting UDO requirements will be required with construction plans. Additional street and bufferyard plantings are recommended beyond the minimum requirements.
- **Utilities.** The project will be served by Town utilities. Currently, there is no capacity in the sewerlines needed to serve this project. This situation will be remedied with the **County's sewer projects expected to be completed** by the first quarter of 2025. Construction plans for this project cannot be approved until the sewer is available.
- **Stormwater Management.** The site drains toward the railroad tracks where the developer is proposing to locate the required Stormwater Control Measure (SCM). A stormwater management plan will be required with the construction plans. An operations and maintenance agreement will be required for the long term operation and maintenance of the SCM.
- **Trash and Recycling.** A dumpster pad and enclosure has been shown on the southwest corner of the building. This facility should be designed to accommodate trash and recycling as required in UDO Section 7.35.1.4.6.
- **Signage.** A location for a monument site identification sign is shown near the corner of S. Brightleaf Blvd. and Holt St. All signs for the project require a separate sign permit from the Planning Department.

- Property Management. Foster Commons we would have a local Property Manager and Service Technician.
- Site Lighting and Security. The parking area will be well lit providing a secure access to the building, with attention given to prevent any light pollution to adjacent property owners. The building itself will be controlled via a locked door with a FOB remote control system and call in to each unit to allow residents remote access to their guests.

A lighting plan will be required with construction plans meeting UDO requirements.

CONDITIONAL ZONING:

The developer is seeking deviations from the UDO as part of the rezoning. The purpose of conditional zoning is to provide flexibility from conventional zoning and to allow creative projects to occur through a negotiated (give and take) approach to achieve the desired project that both the developer and town mutually can be satisfied with. The applicant is seeking approval with the following deviation from the UDO Requirements.

	UDO Standard	Proposed
Storage per unit	24 sq. ft.	16 sq. ft.
Building Height	40 feet	43 feet

CONSISTENCY STATEMENT (Staff Opinion):

With the approval of the rezoning, the Town Council is required to adopt a statement describing whether the action is consistent with the adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- Consistency with the Comprehensive Growth Management Plan – *the use 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.*
- Compatibility with Surrounding Land Uses - *The property considered for rezoning will be compatible with the surrounding land uses. Multi-family is a permitted use in the B-3 zoning district and the use will not detrimentally impact adjacent properties and will improve property values.*

RECOMMENDATION:

Planning Staff recommends approval of CZ-22-01 with the following conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations

with the exception that the Storage Per Unit no less than 16 sq. ft. and the building height not exceed 43 feet.

2. That the parking lot entrances be constructed in accordance **with the town's standard** driveway detail.
3. That a driveway apron be provided at the end of the public street to accommodate the gravel driveway for 711 E. Rose St.
4. That a landscaping and lighting plan be submitted with the construction plans in accordance with the UDO.
5. This facility should be designed to accommodate trash and recycling as required in UDO Section 7.35.1.4.6.
6. That a cul-de-sac bulb be constructed at the terminus to East Holt Street
7. That site plan approval be contingent upon their being adequate sewer capacity for the project.

RECOMMENDED MOTION:

"move to approve the zoning map amendment, CZ-22-01, with the 7 conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest."

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
CZ-22-01**

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

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

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

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

That the Town Council recommendation regarding text amendment CZ-22-01 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment CZ-22-01 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.



CONDITIONAL ZONING APPLICATION

Development Name **Foster Commons**

Proposed Use **Residential - Multifamily**

Project location or address **611 S. Brightleaf Blvd, Smithfield, NC 27577**

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

PIN# 169306-47-6832	TAX ID# 15041020A
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Project type? Single Family Townhouse Multi-Family Non-Residential PUD/Mixed Use

PROPERTY OWNER INFORMATION

Name **E & F PROPERTIES INC.**

Address **PO Box 547, Smithfield, NC 27577**

Phone (919) 989-3281	Email oholding@nc.rr.com
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OWNER/DEVELOPER INFORMATION

Company Name Woda Cooper Development, Inc.	Contact Name Denis Blackburne
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Address **50 Meeting Street, Suite D, Savannah, GA 31411**

Phone (912) 224-2169	Email dblackburne@wodagroup.com
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CONSULTANT/ENGINEERING FIRM

Company Name Crumpler Consulting Services, PLLC	Contact Name Josh Crumpler, PE
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Address **2308 Ridge Road, Raleigh, NC 27612**

Phone 919-413-1704	Email josh@crumplerconsulting.com
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ZONING INFORMATION

Existing Zoning District B-3	Proposed Zoning District B-3 CZ
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If more than one district, provide the acreage of each: **N/A**

Overlay District? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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ENVIRONMENTAL QUALITY DATA INFORMATION

Existing Impervious Surface acres/sf 0.90ac/39,210sf	Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Impervious Surface acres/sf 1.32ac/57,578sf	Neuse River Buffer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Watershed Protection Area N/A	Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
FEMA Map Panel 3720168200L	Base Flood Elevation

SITE DATA

Total # of single-family lots 0	Total densities per zoning district
Total # of townhouse lots 0	Acreage in active open space 4.13ac
Total # of all lots 1	Acreage in passive open space
Linear feet of new roadways 110lf	Linear feet of new sewer mains 0lf
Linear feet of new water mains 0lf	Linear feet of new sidewalks 203lf
Proposed sewer allocation 6,000 gallons/day	Linear feet in new trails 0

SIGNATURE BLOCK (Applicable to all developments)

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

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

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

Signature <i>Oliver B Holderly, Pres. E&F Properties</i>	Date <i>1/31/22</i>
Signature	Date

APPLICATION FEES

Conditional Zoning (4 paper copies & 1 Digital copy of all documents on USB flash drive) \$400.00 + \$10 per acre
Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

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

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

Signature of Owner E + F Properties Inc. by Olivia B Holding Printed Name of Owner Olivia Holding, Pres.

North Carolina
(State)
Johnston
(County)

I, Anita C. Mitchell, a Notary Public in and for said County and State, do hereby certify that Olivia B. Holding personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 31st day of January 2022.

Notary Public: Anita C. Mitchell

(Printed Name)
Anita C. Mitchell
(Signature)

Anita C. Mitchell
Notary Public
Johnston County, NC
My Commission Expires August 8, 2024

County of Commission: Johnston

Commission Expires: 8-8-2024

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 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;
- 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);
- 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;
- A statement showing the proposed density of the project with the method of calculating said density shown;
- Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision; length of each, expected sewer allocation.
- 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);
- 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;
- 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;
- A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;
- 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).
- List of deviations from the town's minimum UDO requirements.
- List of improvements that exceed the town's minimum UDO requirements.
- Expected sales, rental prices
- Architectural standards if applicable.

INFORMATION TO BE PROVIDED ON PLAN

The Town of Smithfield Site Plan Requirements is found in Article 5 of the Unified Development Ordinance. Site plans shall contain the following information, if applicable, as determined by the UDO Administrator:

- Preferred sheet size is 24" x 36" for site plans (maximum sheet size of 30" x 42"); if more than one sheet, all sheets should be numbered; should be the same size and scale; and should show match lines, along with an index sheet.
- Submittals should also be made in digital PDF file format.
- The site plan shall be prepared by a professional engineer, registered land surveyor, or licensed architect.
- Engineer's scale – no smaller than 1" = 100' for Site Plans unless approved by staff. Larger scale showing more detail is better. Include both a graphic scale and a numeric scale. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan.
- North arrow or compass rose.
- Date (original and all revisions) should be shown on all sheets.
- A vicinity map of the site with reference to surrounding areas and existing street locations.
- The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records
- Proof of ownership - Deed book and page reference demonstrating ownership of property.
- Parcel Identification Numbers (PIN) for site and adjacent properties.

Existing Conditions:

- The total area (acreage), and the exterior boundary of all land included in the request for approval (defined by metes and bounds, with the source of all boundary information referenced). All adjoining property lines should also be shown.
- Location of all existing structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- Required setbacks, setback lines, or typical lots.
- Location, width and identification of all existing easements (public and private), defined by centerline bearings, distances and ties to property corners (with standard notes).
- Location of existing watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- Show all existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name, and significant soil conditions.
- Topography showing existing contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- Existing zoning of the property, including zoning district lines where applicable.
- Location of existing sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television
- Existing open space and any other common areas.
- Existing parking and loading areas.

Proposed Conditions:

- All proposed streets, drives, parking areas, fire lanes and access, loading and unloading areas with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- The total quantity of parking spaces required and the total quantity of parking spaces provided. Indicate uses of buildings.
- Sight distance triangles (minimum 10' by 70' for driveway intersections at ROW lines; or as per NCDOT requirements or Town of Smithfield UDO Section 2.21 at all other intersections)
- Location of all proposed structures, including their outside dimensions and elevations, streets, entrances and exits on the site.
- Sidewalks, trails and other pedestrian ways with locations, dimensions and surfacing, including handicap curb cuts. Internal sidewalks and/or other proposed means of pedestrian access (note: internal pedestrian access should connect with public ROW sidewalk).
- General location and design of proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel, as applicable
- Proposed other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- Location of all US Clean Water Act Section 404 wetland areas, detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- Location of all proposed common areas.
- All parcels of land proposed to be designated, dedicated and/or reserved, for public or private use, shown with total land area and boundary descriptions.
- Distance between buildings and height of buildings.
- Building locations, footprints, entrances area by floor (sq.ft.), finished floor elevation (first).
- Location, dimensions, and details of signs per the requirements of Article 10, Part III.
- Proposed building elevations and floor plans, if applicable.
- Conceptual traffic impact analysis.
- Conceptual grading plan: proposed contours with a maximum of two-foot contour intervals within 100 feet of all buildings and along all driveways, entrances, exits, private streets, parking areas, loading areas, retaining walls and a maximum of ten-foot contour intervals for the remainder of the property. Supplement with spot elevations where necessary. All topography should be referred to permanent benchmarks and referenced to accepted datum.
- Conceptual stormwater management provisions.
- Total impervious surface square footage and percentage calculations for all development.
- Conceptual site lighting plan:
- Dumpster (or any other trash handling facilities) location, proposed screening labeled with height material, dimensions of concrete pad and details of gates, including support. Any dumpster to be used for recycling should be labeled as such.
- Landscape Plan: Include the genus and species, common name, quantity, size and location of all plant material proposed to meet Article 10, Part II requirements. The plan must include a "plant list" (in chart form), which should be coded to the plan. Show all calculations used to determine the quantity of plants required. All proposed planting, should be coordinated with both the utility plan and the grading/storm drainage plan to eliminate conflicts. No landscaping allowed in water or sewer easements.
- Description of all fences, walls and/or berms used to fulfill landscaping or screening requirements with details and cross-sections as needed (all fences over 6 feet must be sealed by a licensed Engineer).

STATE OF NORTH CAROLINA, COUNTY of Johnston
 FILED FOR REGISTRATION AT 3:25:54 P.M. August 25, 2015, IN THE REGISTER OF DEEDS OFFICE, PAGE 467
 REGISTERED IN BOOK 81
 REGISTER OF DEEDS, BY [Signature] DEPUTY

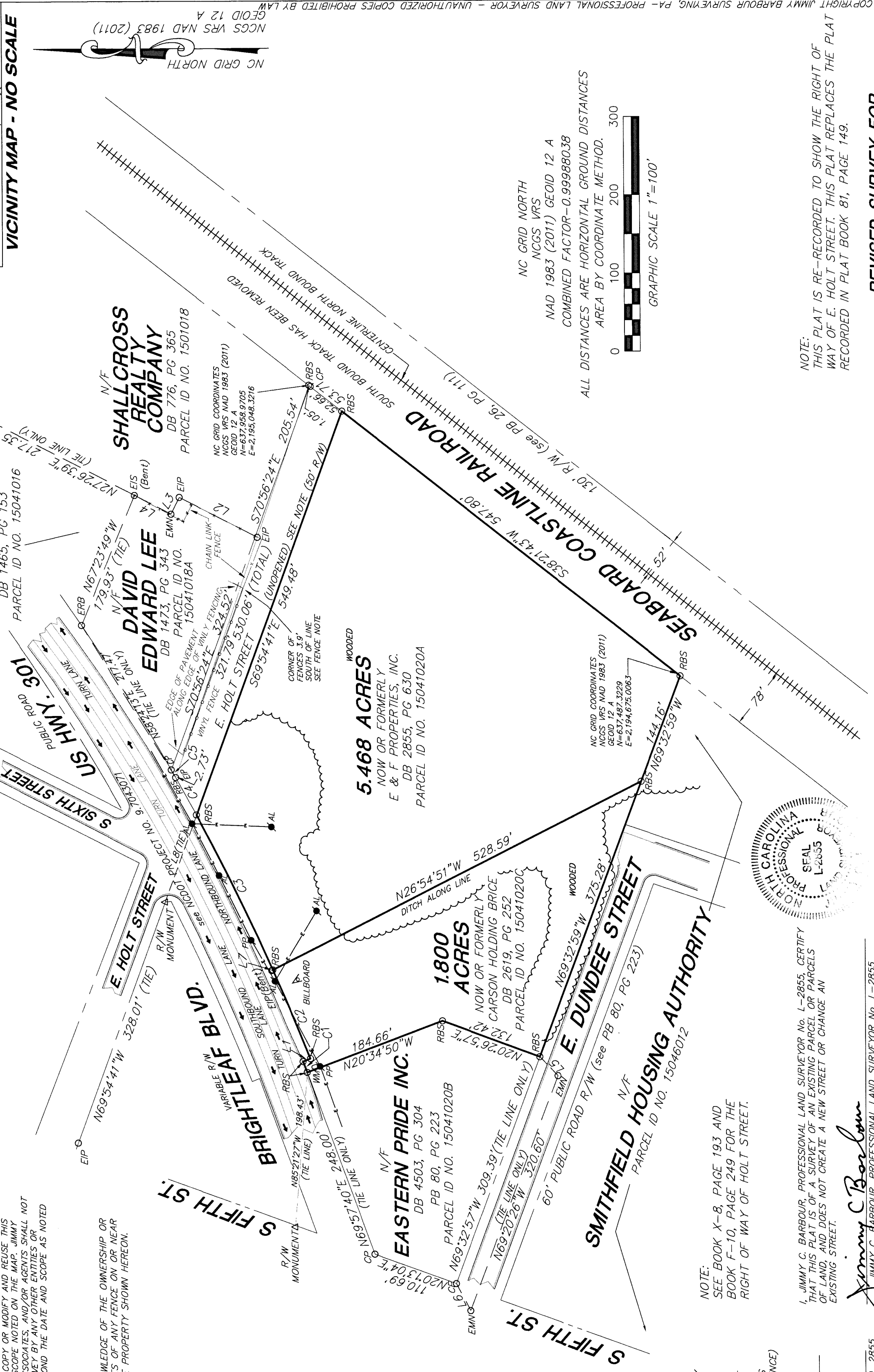
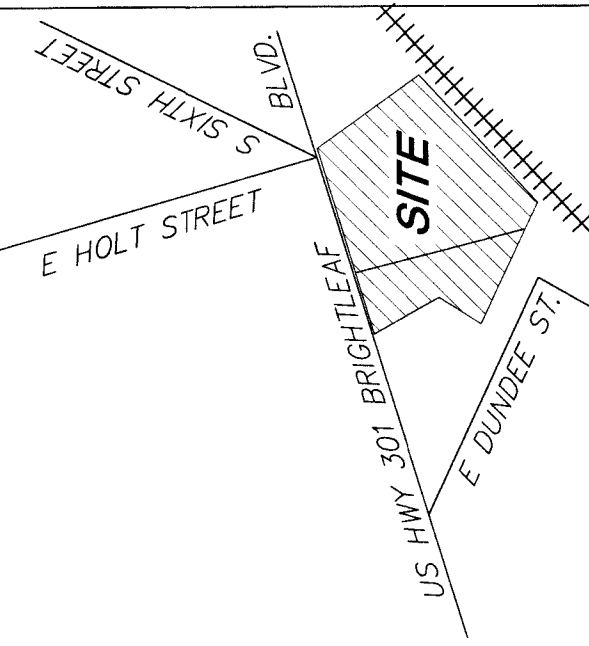
SURVEYOR'S DISCLAIMER:
 THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED; HOWEVER, A CORRECT REPRESENTATION SHOULD BE CONSIDERED A CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATIONS OF ANY EASEMENTS, RIGHTS OF WAY, CEMETERIES, OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNERS(S) AT THE TIME OF THIS SURVEY AND OTHER QUESTIONS THAT MAY BE REVEALED BY THE TITLE EXAMINATION INCLUDING ANY RESTRICTIVE COVENANTS. ALSO THIS SURVEYOR HAS NO KNOWLEDGE OF THE OWNERSHIP OR MAINTENANCE RESPONSIBILITIES OF ANY FENCES ON OR NEAR THE BOUNDARY LINES. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS EXISTING ON BURIAL GROUNDS, BUT ARE UNKNOWN UNLESS AS SHOWN ON THIS PLAT. THIS SURVEYOR HAS NO KNOWLEDGE OF ANYTHING ELSE THAT MAY BE IN THE RESTRICTIVE COVENANTS, ALSO AS USED IN THE SURVEYOR'S CERTIFICATION HEREON. THE WORD "CERTIFY" MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. THE MAP OR PLAT SHOWN HEREON SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO FUTURE LOAN CLOSINGS, VIOLATION OF CONSTRUCTION, LANDSCAPING, RETAINING WALLS, AND OTHER USES. SURVEYOR BEYOND THE DATE AND SCOPE NOTED ON THE MAP. JIMMY BARBOUR SURVEYING, P.A., ITS ASSOCIATES, AND/OR AGENTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER ENTITIES OR PERSONS FOR ANY PURPOSE BEYOND THE DATE AND SCOPE AS NOTED ON THIS MAP OR PLAT.

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S21°21'53"E	10.00'
L2	N27°30'46"E	111.58'
L3	N63°33'05"W	23.99'
L4	N27°33'38"E	52.57'
L5	S46°38'24"W	33.62'
L6	N26°23'03"E	38.98'
L7	N26°54'51"W	1.74'
L8	N69°54'41"W	117.96'

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2894.79'	14.79'	14.79'	N68°46'54"E	07°7'34"
C2	2904.79'	123.00'	123.00'	N67°25'20"E	02°25'35"
C3	2904.79'	220.59'	220.54'	N64°02'01"E	04°21'04"
C4 (TIE)	2904.79'	55.16'	55.16'	N61°18'50"E	01°05'17"
C5 (TIE)	2904.79'	11.21'	11.21'	N60°39'34"E	00°13'16"



FENCE NOTE:
 THIS SURVEYOR HAS NO KNOWLEDGE OF THE OWNERSHIP OR MAINTENANCE RESPONSIBILITIES OF ANY FENCE ON OR NEAR THE BOUNDARY LINES OF THE PROPERTY SHOWN HEREON.

NOTE:
 SEE BOOK X-8, PAGE 193 AND BOOK F-10, PAGE 249 FOR THE RIGHT OF WAY OF HOLT STREET.

NOTE:
 JIMMY C. BARBOUR, PROFESSIONAL LAND SURVEYOR No. L-2855, CERTIFY THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND, AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

REFERENCES:
 DEED BOOK 2855, PAGE 630
 DEED BOOK 2619, PAGE 252
 PLAT BOOK 80, PAGE 223
 DEED BOOK 656, PAGE 325

STATE OF NORTH CAROLINA, COUNTY of Johnston

I, JIMMY C. BARBOUR, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE PAGE [] ETC.), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK [] PAGE [] BEING THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE GLOBAL POSITIONING ACCURACY (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2, STANDARDS FOR GEODETIC NETWORKS AT 1 CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-50 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 25TH DAY OF AUGUST, A.D. 2015.

[Signature] JIMMY C. BARBOUR, PROFESSIONAL LAND SURVEYOR, NC NO. 2855

REVISED SURVEY FOR
E & F PROPERTIES, INC.
and CARSON HOLDING BRICE

OWNER: N/F E & F PROPERTIES, INC. AND CARSON HOLDING BRICE
 TOWNSHIP: SMITHFIELD COUNTY: JOHNSTON STATE: NC
 SURVEYED BY: R. MORRISON DRAWN BY: CINDA MOORE
 DATE SURVEYED: 3-27-2015 SCALE: 1"=100' DRAWING NO.: 15-042

JIMMY BARBOUR SURVEYING, PA
JIMMY C. BARBOUR, PLS., GSI
 C-3109
 213 S. SECOND STREET
 P. O. BOX 28
 SMITHFIELD, N.C. 27577
 919 989-6642 919-989-3013
 919 989-6643 FAX

LEGEND:
 FH DASHED LINES: FIRE HYDRANT
 WM / WY: WATER METER / WATER VALVE
 EIP: EXISTING IRON SPIKE SET
 EIS: EXISTING IRON STAKE FOUND
 EOM: EXISTING CONCRETE MONUMENT FOUND
 C/L: CENTERLINE OF ROAD
 EPK: EXISTING PARKER-KALON NAIL FOUND
 ERPS: EXISTING RAILROAD SPIKE FOUND
 EIA: EXISTING IRON AXLE FOUND
 RBS: EXISTING REBAR SET WITH RED PLASTIC CAP
 ECS: EXISTING COTTON SPINDLE FOUND
 EMN: EXISTING MAGNETIC NAIL FOUND

PROPERTY NOTES:
 #5 IRON REBAR SET WITH RED PLASTIC CAP
 #5 COTTON SPINDLE FOUND
 #5 MAGNETIC NAIL SET
 #5 EXISTING IRON REBAR RAILROAD SPIKE SET
 #5 NOW OR FORMERLY POWER POLE/SERVICE POLE/AREA LIGHT OVERHEAD POWER LINE
 #5 COMPUTED POINT FROM REFERENCED SOURCES
 #5 COTTON SPINDLE SET
 #5 RIGHT OF WAY

PROPERTY NOTES:
 BASED UPON GRAPHIC DETERMINATION, THE SURVEYED PROPERTY INDICATED ON THIS PLAT DOES NOT LIE IN THE FEMA/FIRM SPECIAL 100 YR FLOOD HAZARD AREA. SEE COMMUNITY PANEL No.3720168200 K dated 01-05-2007.

PROFESSIONAL SEAL:
 NORTH CAROLINA
 SEAL
 L-2855
 JIMMY C. BARBOUR
 LAND SURVEYOR

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ABUTTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING ABUTTING PROPERTY LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING DITCH
- PROPOSED EDGE OF PAVEMENT

ADA NOTES

1. PROPOSED ADA PARKING AND STALL STRIPING SHALL HAVE SLOPES NO STEEPER THAN 1:48 (2%).
2. PROPOSED ACCESSIBLE ROUTE TO RIGHT-OF-WAY AND PROPOSED SIDEWALKS SHALL HAVE A RUNNING SLOPE NO STEEPER THAN 1:20 (5%) AND CROSS SLOPES NO STEEPER THAN 1:48 (2%).
3. RAMPS SHALL COMPLY WITH THE REQUIREMENTS OF 2012 NCSCC SECTION 1011.
4. HANDRAILS SHALL COMPLY WITH THE REQUIREMENTS OF 2012 NCSCC SECTION 1012.

SUMMARY INFORMATION

DEVELOPMENT NAME: FOSTER COMMONS
SITE ADDRESS: 611 S BRIGHTLEAF BLVD
 SMITHFIELD, NORTH CAROLINA
PIN NUMBER: 169306-47-6832
TOTAL ACREAGE: 5.461 AC (237,868 SF)
JURISDICTION: TOWN OF SMITHFIELD
ZONING DISTRICT: B-3 ENTRY CORRIDOR
EXISTING USE: COMMERCIAL
PROPOSED USE: MULTIFAMILY RESIDENTIAL
BUILDING SETBACKS:
 FRONT: 100'
 SIDE: 15'
 REAR: 25'
PARKING CALCULATIONS:
 1.5 SPACE PER 1 BEDROOM UNIT=18 UNITS
 1.75 SPACE PER 2 BEDROOM UNIT=32 UNITS
 TOTAL REQUIRED SPACES= 83 SPACES REQUIRED
EXISTING PARKING:
 0 PARKING SPACES (0 ADA ACCESSIBLE, 0 VAN ACCESSIBLE)
PROPOSED PARKING:
 83 PARKING SPACES (8 ADA ACCESSIBLE, 8 VAN ACCESSIBLE)
OWNER/DEVELOPER:
 CUMPLER DEVELOPMENT, INC.
 500 SOUTH FRONT STREET, 10TH FLOOR
 COLUMBUS, OH 43215
ENGINEER:
 CRUMPLER CONSULTING SERVICES, PLLC
 CONTACT: JOSH CRUMPLER, PE
 2308 RIDGE ROAD
 RALEIGH, NC 27612
 (919) 413-1704

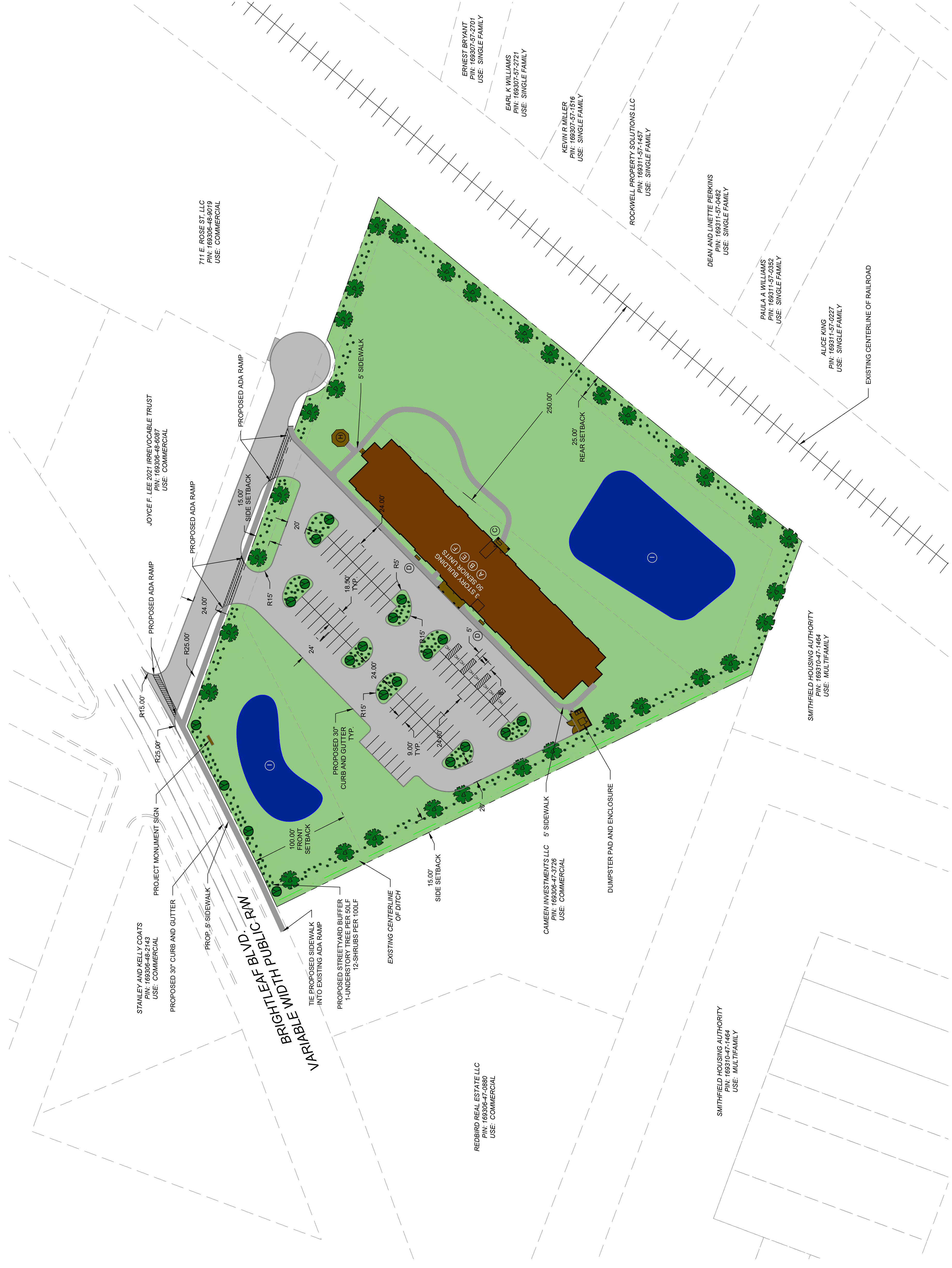
NOTES:

SITE PLAN PREPARED USING JOHNSTON COUNTY GIS PARCEL DATA. NOT TO BE USED FOR CONSTRUCTION AND ONLY USED FOR PLANNING PURPOSES

AMENITIES LEGEND

- (A) INDOOR SITTING AREA (1 AREA)
- (B) MULTI-PURPOSE ROOM (250SF)
- (C) COVERED PATIO WITH SEATING
- (D) OUTDOOR SITTING AREAS WITH BENCHES (MINIMUM OF 2 LOCATIONS)
- (E) EXERCISE ROOM
- (F) RESIDENT COMPUTER CENTER
- (G) PROJECT MONUMENT SIGN
- (H) GAZEBO
- (I) STORMWATER POND (TO BE FINALIZED DURING SITE DESIGN AND PLAN)

PRELIMINARY PLANS
 NOT FOR CONSTRUCTION



Adjacent Property Owners of
CZ-22-01

TAG	PIN	NAME	ADDRESS	CITY	STATE	ZIPCODE
15066031	169311-57-0482	PERKINS, DEAN	79 CULVER LN	NORTH HAVEN	CT	06473-0000
15041020C	169306-47-3726	CAMEEN INVESTMENTS LLC	816 PARKRIDGE DR	CLAYTON	NC	27527-5312
15066029	169307-57-1516	MILLER, KEVIN R	50 FALLS DR	CLAYTON	NC	27527-5528
15069013	169307-57-3947	SPRUILL, LEONARD D	518 W JONES ST	SELMA	NC	27576-2941
15066032	169311-57-0352	WILLIAMS, PAULA A	PO BOX 284	SMITHFIELD	NC	27577-0000
15041020A	169306-47-6832	E & F PROPERTIES INC	PO BOX 1352	SMITHFIELD	NC	27577-0000
15046012	169310-47-1464	SMITHFIELD HOUSING AUTHORITY	801 S 5TH ST	SMITHFIELD	NC	27577-0000
15041019	169306-48-2143	COATS, STANLEY B II	PO BOX 2221	SMITHFIELD	NC	27577-2221
15041018A	169306-48-6087	LEE, DAVID EDWARD	304 N 2ND ST	SMITHFIELD	NC	27577-4052
15041010	169306-48-3178	WATSON, ANYA MICHELLE	513 E HOLT ST	SMITHFIELD	NC	27577-4325
15041018	169306-48-9019	BOYKIN INVESTMENTS LLC	605 S BRIGHTLEAF BLVD	SMITHFIELD	NC	27577-4445
15041011	169306-48-5212	VASQUEZ LAW FIRM, PLLC	612 S BRIGHTLEAF BLVD	SMITHFIELD	NC	27577-4446
15066033	169311-57-0227	KING, ALICE	802 BLOUNT ST	SMITHFIELD	NC	27577-5304
15066030	169311-57-1457	WILLIAMS, IVY	3213 BARWELL RD	RALEIGH	NC	27610-5405
15066028	169307-57-2721	WILLIAMS, EARL K	6543 RHEMISH DR	FAYETTEVILLE	NC	28304-4749
15066027	169307-57-2701	BRYANT, ERNEST	113 WEST TWELVE OAKS RD	RAEFORD	NC	28376-0000
		Woda Cooper Development, Inc	50 Meeting St Ste D	Savana	GA	31411



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, **Mark E. Helmer**, hereby certify that the property owner and adjacent property owners of the following petition, CZ-22-01, were notified by First Class Mail on 3-21-22.

Mark E. Helmer

Signature

Johnston County, North Carolina

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

21st day of March, 2022

Julianne Edmonds

Notary Public Signature

Julianne Edmonds

Notary Public Name

My Commission expires on January 15, 2023
(Seal)



600 Block of South Brightleaf Boulevard

File Number:
CZ-22-01

Project Name:
Foster Commons

Location:
South Brightleaf Blvd
& East Holt Street

Tax ID#:
15041020A

Existing Zoning:
B-3 (Highway
Entrance Business)

Proposed Zoning:
B-3 CZ (Highway
Entrance Business
Conditional Zoning)

Owner:
E&F Properties Inc.

Developer:
Woda Cooper
Development, Inc.



1 in = 200 ft

Map created by the Mark E. Helmer, AICP
Senior Planner, GIS Specialist on 2/24/2022

**Town of Smithfield
Planning Board Minutes
Thursday, March 3rd, 2022
Town Hall Council Chambers
6:02 PM**

Members Present:

Chairman Stephen Upton
Doris Wallace
Michael Johnson
Alisa Bizzell

Members Absent:

Vice-Chairman Mark Lane
Sloan Stevens
Debbie Howard
Ashley Spain

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

Stephen Wensman, Planning Director

CALL TO ORDER

APPROVAL OF AGENDA

Michael Johnson made a motion to approve the agenda, seconded by Alisa Bizzell. Unanimously approved.

APPROVAL OF MINUTES FOR FEBRUARY 3rd, 2022

Doris Wallace made a motion to approve the minutes, seconded by Alisa Bizzell. Unanimously approved.

NEW BUSINESS

CZ-22-01 Foster Commons: The applicant is requesting conditional zoning approval for the construction of a 50-unit apartment building on a 5.46-acre tract of land located within the B-3 (Business) zoning district. The property considered for approval is located on the south side of the intersection South Brightleaf Boulevard and East Holt Street and further identified as Johnston County Tax ID# 15041020A.

Mark Helmer stated that Woda Cooper Development Inc. is requesting a rezoning to B-3 Conditional Zone from the B-3 zoning district with a master plan for Foster Commons, a 50-unit senior (55+ restricted) multi-family apartment on 5.46 acres. The property is on the southwest corner of South Brightleaf Boulevard and East Holt Street, and approximately 1,240 lineal feet north-east of the Brogden Road/S. Brightleaf Boulevard intersection. The property considered for approval is vacant with road frontage on S. Brightleaf Boulevard and the CSX Railroad to the rear of the property. It is owned by E & F Properties, Inc.

The primary access to the development will be off of East Holt Street. East Holt is currently a closed public right-of-way. The developer will construct approximately 300 lineal feet of road in the right-of way that will match the street width found across S. Brightleaf Blvd with curb and gutter. The site will have two driveways off of Holt with no direct access onto Brightleaf Boulevard. The new street will require a cul-de-sac bulb at its terminus. A driveway apron should be provided at the end of the E. Holt Street cul-de-sac for the driveway to the business at 711 E Rose Street. Sidewalks will be constructed along Brightleaf Boulevard and on the south side of East Holt Street that will connect to the front door of the apartment building.

83 parking spaces are proposed and 8 spaces will be ADA accessible and van accessible. The supplemental standards for multi-family requires a minimum of 24 sq ft of storage space per unit. The development proposes 16 sq. ft. of storage per unit. Given the project is restricted to 55+ residents, the lesser amount of storage may be appropriate. There will be (18) one-bedroom units and (32) two bedrooms units. There currently is not adequate capacity in the sewer lines. Johnston County expects the capacity issue to be resolved by early 2025.

With the approval of the rezoning, the Planning Board/Town Council is required to adopt a statement describing whether the action is consistent with the adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- **Consistency with the Comprehensive Growth Management Plan** – the use 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.
- **Compatibility with Surrounding Land Uses** - The property considered for rezoning will be compatible with the surrounding land uses. Multi-family is a permitted use in the B-3 zoning district and the use will not detrimentally impact adjacent properties and will improve property values.

Planning Staff recommends approval of CZ-22-01 with the following conditions:

1. That the future preliminary plat and development plans for the subdivision be in accordance with the approved Master Plan, R-8 Zoning District, and UDO regulations with the exception that the Storage Per Unit no less than 16 sq. ft. and the building height not exceed 43 feet.
2. That the parking lot entrances be constructed in accordance with the town's standard driveway detail.
3. That a landscaping and lighting plan be submitted with the construction plans in accordance with the UDO.
4. This facility should be designed to accommodate trash and recycling as required in UDO Section 7.35.1.4.6.
5. That a cul-de-sac bulb be constructed at the terminus to East Holt Street
6. That a driveway apron be provided at the end of the public street to accommodate the gravel driveway for 711 E. Rose St.
7. That site plan approval be contingent upon their being adequate sewer capacity for the project.

Stephen Upton asked if the applicant was agreeable to the seven conditions listed above?

Mark Helmer answered yes, they are.

Denis Blackburne of 50 Meeting Street Suite D, Savannah, GA spoke on behalf of Woda Cooper Companies. He stated that their company had been in operation for 32 years and the headquarters are in Columbus, Ohio. They have developed over 400 properties nationwide in 16 states. They specialize in affordable workforce housing. They build multi-family and senior housing. They own all the properties they develop, manage them and build most of them. They have over 700 employees and currently ranked 10th in the nation in terms of the size of the company. They manage 16,000 units. The current projected rental price for a 1 bedroom would cost \$400-\$650 per month based on the tenant's income and for a 2 bedroom the rent would cost \$460-\$745 based on the income.

Brian Rabil and Joey Gerrell of 713 S. Brightleaf Blvd came forward. They own Capitol Auto next door to the proposed apartments. They have concerns about the increased amount of traffic and how it will affect their business.

Mark Helmer stated that the primary access to this development would be off of East Holt Street. That street is currently an unimproved public right-of-way. The site will have two driveways accessing East Holt Street with no direct access onto S. Brightleaf Blvd.

Denis Blackburne spoke in regards to Brian Rabil and Joey Gerrell's concerns. He totally understands where the two of them are coming from. When speaking of public housing or low-income housing this is completely different than that. This is workforce housing; this program was created by the Reagan Administration in 1986.

David Lee of 304 N. Second Street came forward to speak. He owns the car dealership on the other side of this proposed development. He is concerned about how his property will be affected. He's afraid the property value will drop and it would affect him ever selling it. He agrees with what Brian Rabil and Joey Gerrell expressed earlier. He doesn't feel that a development like this would fit well in this location.

Brian Rabil spoke again on the flooding issue on his property. He said the slightest amount of rain creates an issue. He's had water come into his shop before from the flooding.

Mark Helmer said this project would be responsible for retaining stormwater in accordance with the state and federal requirements for stormwater.

Stephen Upton suggested the Planning Department bring this flooding concern to the Town to be addressed.

Doris Wallace made a motion to approve the zoning map amendment, CZ-22-01, with the 7 conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest and also taking the flooding concerns into consideration by the Town, seconded by Alisa Bizzell. Unanimously approved.

OLD BUSINESS: None

Adjournment

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

Respectfully Submitted,



Julie Edmonds
Administrative Support Specialist



PLANNING DEPARTMENT

Mark E. Helmer, AICP, Senior Planner

Notice Of Public Hearing

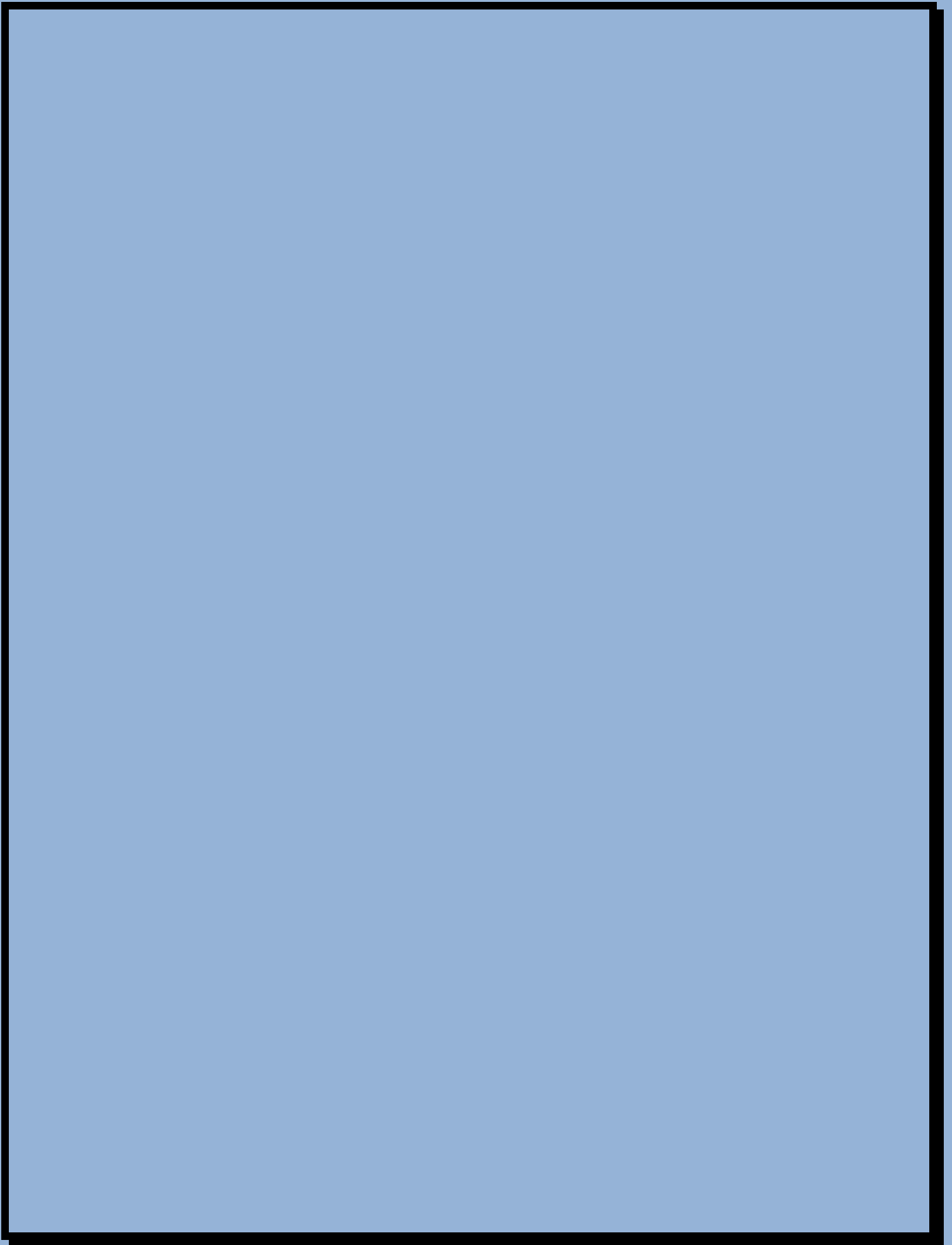
Notice is hereby given that the Town Council of the Town of Smithfield will conduct a public hearing during the course of their open meeting which starts at 7:00 P.M. on Tuesday, April 5, 2022 in the Town Hall Council Chambers located at 350 East Market Street to consider the following request:

CZ-22-01 Foster Commons: The applicant is requesting conditional zoning approval for the construction of a 50-unit apartment building on a 5.46-acre tract of land located within the B-3 (Business) zoning district. The property considered for approval is located on the south side of the intersection South Brightleaf Boulevard and East Holt Street and further identified as Johnston County Tax ID# 15041020A.

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

Run Legal ad in the Johnstonian News on March 23, 2022 and March 30, 2022.

Consent Agenda Items



The Smithfield Town Council met in Special Session on Thursday, February 24, 2022 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Marlon Lee, District 1

Administrative Staff Present

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

Also Present

Bob Spence, Town Attorney
Bill Dreitzler, Town Engineer

Administrative Staff Absent

Call to Order

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

Approval of the Agenda

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

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

Councilman Barbour made a motion, seconded by Councilman Barbour to enter into closed session pursuant to NCGS 143-318.11 (a) (5) at 6:32 pm

Reconvene In Open Session

Councilman Scott made a motion, seconded by Councilman Stevens, to reconvene in open session. Unanimously approved at 7:14 pm.

State Grant Requirements

Town Manager Michael Scott informed the Council that the Town has received \$5.5 million in State grants. The CSX Culvert project was the only grant that was time sensitive because all funds must be spent by June 2023. The State informed staff the Town's conflict of interest policy needed to be updated.

Mayor Moore stated the conflict-of-interest policy template provided by the State does not apply to Municipalities. He further stated that he did not agree with the proposed policy.

Town Attorney Bob Spence responded the issue was the timeline of when the project needed to be completed and a policy was something the Town had to have to satisfy the State's grant requirements.

Mayor Moore stated he did not want to adopt a policy that was unclear.

Mr. Spence responded he had drafted a policy for the Town of Princeton which simply quoted the NC General Statutes. He stated the Town of Smithfield does not want to adopt a policy that conflicts with the NC General Statutes.

The Town Manager stated he was on a timeline with the grant and any delay could jeopardize the project.

Mayor Moore responded he had a lot of questions about the proposed policy. A conflict-of-interest policy needs to have clear language.

Councilman Scott made a motion, seconded by Councilman Wood, to table discussions of this matter until the March regular meeting. Unanimously approved.

Police Department Expansion Project

Town Manager Michael Scott informed the Council there has been an increase in the construction cost for the Police Department Expansion Project.

Town Engineer Bill Dreitzler explained he was not surprised by the price increase. The major increases are in building materials. Originally, \$784,571.73 was budgeted and it has increased to \$1,393,208.51. This is a common trend that does not seem to be decreasing anytime soon.

Councilman Barbour stated there was currently more demand than supply thus driving up the cost of materials. Within a number of years, the cost of the expansion will not be as valuable. Mr. Dreitzler responded he did not see a change in the ballooning construction cost.

Mayor Moore stated these were unprecedented times, but if we continued to pay these increased prices, there would never be a decrease in prices. Mr. Dreitzler responded the Town must balance the need for the project with the cost of the project.

Finance Director Greg Siler informed the Council that to secure these funds, the Town got approval through the Local Government Commission (LGC) to apply for a loan in the amount of \$780,000. Those funds immediately went into escrow. The bulk was still with the lender, but one loan payment has been made and another was due.

Councilman Barbour questioned the cost of the plans for the expansion of the building. Mr. Dreitzler responded \$128,000 was spent on the plans.

Councilman Barbour stated the plans were still valid and the Council should consider if they wished to move forward with this project.

Councilman Scott stated \$680,000 was needed in addition to what was already budgeted. He further stated this was initially approved because it was a necessary improvement.

Councilman Scott made a motion, seconded by Councilman Rabil, to move forward with the Police Department Expansion Project and discuss how to fund it.

Further discussion ensued prior to the vote.

Councilman Barbour questioned if this project could be delayed until a palatable economic situation occurred.

Mayor Pro-Tem Dunn stated he took a tour of the Police Department when he was elected 6.5 years ago, at that time, the building exceeded its capacity.

Mayor Pro-Tem Dunn stated on major issue was the evidence room had far exceeded its capacity. He questioned the amount of time evidence had to be kept. Chief Powell responded that evidence has to be kept nearly forever. He further stated that handling of evidence should be to priority and storage of that evidence is a concern.

Councilman Wood stated that while he did not want to spend more money on the project, he felt it was necessary. He stated the Town should not continue to wait until construction costs decrease.

Councilman Barbour questioned if Police Department staff could live without the expansion a little longer. Councilman Wood stated the Town is experiencing growth and this expansion was needed.

Mayor Moore stated that while the Town is experiencing growth, it has not realized the property tax gain. He asked if staff had looked at other options; such as, existing property that could be upfitted for the Police Department or where there existing buildings could be used for evidence storage. Chief Powell responded that evidence has to be secured and most agencies store their own evidence.

Mayor Moore asked if staff had investigated other options. Town Manager Michael Scott responded that he and Chief Powell looked at other potential properties before proposing the expansion of the existing building. None of those options were feasible or economical.

Councilman Barbour questioned if the \$1.4 million was a guaranteed cost. Mr. Dreitzler responded there was no guarantee, but it was the cost used for budgetary purposed

Councilman Scott stated that with the increased cost, the Town was getting a better built structure. Town Manager Michael Scott responded the building would be a better construction.

Councilman Barbour stated that no one voted against the Police Department Expansion Project when it was initially proposed. His only concern was the increase in cost.

Councilman Scott questioned how the Town could pay for the increase in cost. Town Manager Michael Scott responded the Town could expand the loan, use General Fund fund balance or use ARPA funds for the \$680,000 needed.

At this time, Mayor Moore called for a vote of the motion previously made by Councilman Scott.

Councilman Scott made a motion, seconded by Councilman Rabil, to move forward with the Police Department Expansion Project and discuss how to fund it. Councilman Scott, Councilman Rabil, Mayor Pro-Tem Dunn, Councilman Stevens and Councilman Wood voted in favor of the motion. Councilman Barbour voted against the motion. Most passed five to one.

Councilman Scott questioned if changing the term and the loan amount would delay the project. Finance Director Greg Siler responded it would delay the project.

Councilman Barbour made a motion, seconded by Councilman Scott, to use ARPA funds to fund the difference of the project not to exceed \$690,000.

FY 2022-2023 Budget Goals

Town Manager Michael Scott stated he would like to have input from the Council on budget priorities. All Department Heads were present to answer any questions.

Councilman Barbour requested that the capital needs of each department be provided to the Council via email.

Councilman Scott stated Town employees were the Town's number one asset. He suggested reinstating the longevity compensation program. He stated the Town has to stay competitive and the employees needed to be valued. He explained that excessive turnover in employees, cost the Town a lot of money.

Councilman Scott further stated that Powell Bill funds did not cover the cost of needed street repairs.

He suggested adding additional funding for street repairs.

Councilman Wood suggested that a more comprehensive salary study be completed. He further stated the Town needed to conduct an employee satisfaction survey.

Adjourn

Councilman Barbour made a motion, seconded by Councilman Wood, to adjourn the meeting. The meeting adjourned at approximately 8:29 pm.

ATTEST:

Shannan L. Parrish, Town Clerk

M. Andy Moore, Mayor

The Smithfield Town Council met in regular session on Tuesday, March 1, 2022 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore, presided.

Councilmen Present:

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

Councilmen Absent

Administrative Staff Present

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

Also Present

Bob Spence, Town Attorney

Administrative Staff Absent

CALL TO ORDER

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

INVOCATION

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

APPROVAL OF AGENDA:

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

Remove from the Consent Agenda (at the request of staff): Item 7: Consideration and request for approval to purchase and install deck grates around the perimeter of the competition and splash pools at the Aquatics Center

Add to the Consent Agenda: Consideration and request for approval to adopt the Conflict-of-Interest Policy

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

Unanimously approved.

PRESENTATIONS:

1. 2021 Police Department Officer of the Year Award

Chief of Police R. Keith Powell informed the Council that Officer Alexander Watts had been selected as the Smithfield Police Department's 2021 Officer of the Year. Members of the department nominate officers for this award. Once nominated, the Team Commanders vote based on the nominations on who will receive this award, and it is presented to the Chief for final approval. Officer Watts has been with the Smithfield Police Department for 2 years. Prior to his employment with the Town, he worked with Johnston County Sheriff's Office as a jailer. He currently works in the Patrol Division. Officer Watts was always willing to go above and beyond in the performance of his duties. He always has a positive attitude. He is an asset to the Department and the Town.

2. Proclamation – Designating March 12-19, 2022 as Creek Week in the Town of Smithfield

Mayor Moore read the following proclamation:

PROCLAMATION
DESIGNATING MARCH 12-19, 2022 AS CREEK WEEK
IN THE TOWN OF SMITHFIELD

WHEREAS, the first Creek Week in central North Carolina was observed in the City of Durham in 2009, and is now observed by many local governments across the state; and

WHEREAS, in addition to Creek Weeks, many local governments and organizations across central and eastern North Carolina have conducted Big Sweeps and other efforts to clean up trash in waterways; and

WHEREAS, Regional Creek Week, started by the NC Clean Water Education Partnership in 2021, is a special week set aside where CWEP-affiliated local governments concurrently work together to celebrate and steward local creeks and streams; and

WHEREAS, the City of Durham’s Creek Week alone has removed over 160,000 pounds of trash have from waterways since the first Creek Week celebration; and

WHEREAS, this impact could be greatly magnified through the collective efforts of additional local governments, organizations and individuals working together to educate about and protect our waterways; and

WHEREAS, creeks, streams, rivers, and other waterways support outdoor recreation, fisheries, healthy lifestyles, and safe drinking water supplies; and

WHEREAS, healthy waterways support biodiversity, natural beauty, and provide critical habitat for aquatic wildlife; and

WHEREAS, the Town of Smithfield will celebrate Creek Week;

NOW, THEREFORE: I, M. Andy Moore, along with the members of the Smithfield Town Council, do hereby proclaim the third week in March as CREEK WEEK in the Town of Smithfield, North Carolina and encourage all citizens to celebrate Creek Week and support efforts to protect our creeks and streams, and further encourage all citizens to steward our waterways to promote the wellbeing of this and future generations.

Duly proclaimed this 1st day of March 2022, while in regular session.

PUBLIC HEARING:

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

1. **Preliminary Plat Approval – Franklin Townes (S-22-01):** The applicant is requesting preliminary subdivision approval to divide one parcel of land totaling 15.9 acres and located within a to the R-8 CZ (Conditional Zoning) district into 134 residential lots. The property considered for approval is located on the southeast side of the intersection of Wilson’s Mills Road and M. Durwood Stephenson Parkway and further identified as Johnston County Tax ID# 15083049E.

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

Planning Director Stephen Wensman testified that Morris and Ritchie Associates of NC, PC was requesting the preliminary plat of Franklin Townes, a 134-lot townhouse development on 15.9-acres of land in a R-8 Conditional Zoning District. The property was rezoned to R-8 CZ with a site plan for the Franklin Townes development on December 7, 2021 by the Town Council. The preliminary plat was consistent with the approved master plan. The developer was proposing to phase the development with construction of 30 homes in 2023, 48 homes in 2024, 48 homes in 2025 and 8 homes in 2026. Mr. Wensman further testified that in order to approve the preliminary plat, the Town Council needed to meet the four finding of fact.

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

STAFF'S OPINION ON THE FINDINGS OF FACT

1. The plat is consistent with the adopted plans and policies of the town; *The plan is consistent with the adopted plans and policies of the town.*
2. The plat complies with all applicable requirements of this ordinance; *The plan complies with all applicable requirements of this ordinance and the R-8 Conditional Zoning Master Plan.*
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.*

Planning Staff recommends the Town Council approve the preliminary plat of Franklin Townes, S-22-01, with the following conditions based on finding of fact for preliminary subdivisions:

1. That the subdivision be in accordance with the approved R-8 Conditional Zoning Master Plan with the following deviations from the R-8 Zoning District:

Item	R-8 CZ
Streets & right-of-way	27' wide back-to-back in 50' R/W with 3' utility strip
Curb and gutter	Valley curbs in front of units and within 10' of an end unit.
Rear setback	15'
Perimeter buffer	10'
Building separation	20'
Building height	39'-6 1/4"

2. That the driveway entrances be constructed in accordance with the town's standard driveway apron detail.
3. That park dedication fees in lieu be paid prior to recording the final plat in accordance with the UDO Section 10.114.8.
4. That all utility fees including system development fees be paid before recording the final plat.
5. That the Town of Smithfield Stormwater Operations and Management agreement with a maintenance plan be submitted and recorded prior to final plat recording.

6. That the HOA declarations and covenants be submitted for Town Attorney review prior to final plat and the HOA
 - a. be responsible for the ownership and maintenance of all common amenities including front, side yard and open space landscaping, the stormwater SCM, parking lots, recreational amenities, and open space
 - b. enforce no parking in the subdivision streets
 - c. enforce the provision requiring trash and recycling rollofs to be stored in garages or rear yards.
7. That streets be posted “no parking”.

Mr. Wensman testified that many of the above conditions were approved with the rezoning; however, conditions 6 & 7 were added with this preliminary plat application.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the March 1, 2022 agenda packet.

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

Mayor Moore asked the applicant if he agreed with the testimony provided by Mr. Wensman and if he had additional testimony to offer. The applicant, Rob Bailey, of R & R Development Group testified he was in agreement with the testimony offered by Mr. Wensman.

Councilman Scott stated that in the initial discussion there was some controversy about the driveway. He asked Mr. Bailey to explained how the plans for the driveway had changed. Mr. Bailey responded that NCDOT requires a certain distance between a major intersection and a driveway. The driveway has been moved to the southwest, closer to the church on Wilson’s Mills Road. All plans have been submitted to NCDOT for their review and approval. Mr. Bailey further testified there were two potential access points into the existing neighborhood. They chose to use the one closest to Wilson’s Mills Road because they felt it would have the least impact on the current residents.

Councilman Scott questioned the phasing of the development’s construction. Mr. Bailey responded that phases 1A & 1B would be constructed at the same time for a total of 76 lots. There were two reasons for this. One was because of the location of the sewer outfall and the other reason was for the amenities and for infrastructure. Construction is based on what the market could absorb.

Mayor Moore asked if there was in attendance that was duly sworn in who wished to testify on the matter. There was no one in attendance who wished to testify on the matter.

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

Councilman Barbour made a motion, seconded by Councilman Rabil, to approve preliminary plat, S-22-01, with 7 conditions of approval, based on the 4 finding of fact for preliminary subdivision. Unanimously approved.

Approved Conditions:

1. That the subdivision be in accordance with the approved R-8 Conditional Zoning Master Plan with the following deviations from the R-8 Zoning District:

Item	R-8 CZ
Streets & right-of-way	27' wide back-to-back in 50' R/W with 3' utility strip
Curb and gutter	Valley curbs in front of units and within 10' of an end unit.
Rear setback	15'
Perimeter buffer	10'
Building separation	20'

Building height	39'-6 1/4"
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2. That the driveway entrances be constructed in accordance with the town's standard driveway apron detail.
3. That park dedication fees in lieu be paid prior to recording the final plat in accordance with the UDO Section 10.114.8.
4. That all utility fees including system development fees be paid before recording the final plat.
5. That the Town of Smithfield Stormwater Operations and Management agreement with a maintenance plan be submitted and recorded prior to final plat recording.
6. That the HOA declarations and covenants be submitted for Town Attorney review prior to final plat and the HOA
 - a. be responsible for the ownership and maintenance of all common amenities including front, side yard and open space landscaping, the stormwater SCM, parking lots, recreational amenities, and open space
 - b. enforce no parking in the subdivision streets
 - c. enforce the provision requiring trash and recycling rollofs to be stored in garages or rear yards.
7. That streets be posted "no parking".

CITIZEN'S COMMENTS:

- Antoine Williams questioned why some houses in Town had to be built 3 to 6 feet off the ground when other houses could be built on concrete slabs. Some houses in Belmont, Pine Acres and Sandy Run have been built 6 feet off the ground. Mayor Moore responded the height has to do with the flood plain and FEMA requirements. Planning Director Stephen Wensman responded that there were some lots that are affected by the floodway and the 100-year floodplain. Those lots have to be elevated 2 feet above the ordinary high water because of floodplain regulations. Mr. Wensman invited Mr. Williams to come to the Planning Department and discuss the issue in more detail.
- Kristin Tucker new pastor of First Baptist Church introduced herself and Brian Thayer the youth minister to the Council. She informed the Council she was looking forward to helping the Town to grow and to continue to make it an amazing place to live.

CONSENT AGENDA:

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

1. The following minutes were approved:
 - January 18, 2022 – Special Meeting
 - January 18, 2022 – Closed Session
 - February 1, 2022 – Regular Meeting
 - February 1, 2022 – Closed Session
2. Special Event: Fundraiser – Aidan DeSimone was granted approval to hold a fundraiser at Smithfield Community Park on March 18, 2022 from 1:00pm until 5:00pm. The use of amplified sound and the presence of a food truck were also approved.
3. Special Event: Spring Movie Night – LifeSpring Church was granted approval to hold a spring movie night on April 2, 2022 from 4:00pm until 10:00pm at 1220 South Brightleaf Blvd. (Civitan Field). The use of amplified sound was also approved.

4. Approval was granted to promote a Journey Lineman to the position of Electric Line Crew Leader.
5. Approval was granted to promote a Water Plant Operator I to the position of Water Plant Operator II.
6. Approval was granted all employees to donate sick time to an employee in the Public Utilities Electric Department
7. Approval was granted to adopt Resolution No. 694 (03-2022) accepting public dedication of public lands or facilities for streets, parks, and public utility lines for the East River Phases 3-7

TOWN OF SMITHFIELD
 RESOLUTION NO. 694 (03-2021)
 RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
 RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS for East River Phases 3-7

WHEREAS, G.S. 160A-374 authorizes the Town Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Smithfield Town Council has acted to approve the preliminary plat named in this resolution on January 5, 2021; and,

WHEREAS, the preliminary plat named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and
 WHEREAS, the Smithfield Town Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the Town of Smithfield to accept the offered dedication on the plat named in this resolution.

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

Section 1. The Town of Smithfield accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved preliminary plat:

East River Phases 3-7 Map Book 05612 Page 0276

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the Town, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 1st day of March, 2022 in Smithfield, North Carolina.

8. Approval was granted to appoint Stuart Lee to the Downtown Smithfield Development Corporation's Board of Directors.
9. Approval was granted to appoint Jason Evans to a first term on the Recreation Advisory Committee.
10. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Fire Marshall	Fire	10-60-6220-5100-0200	\$29.31/hr. (\$64,013.04/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$18.97/hr. (\$42,416.92/yr.)
P/T SRAC Staff - General	P&R - Recreation	10-60-6200-5100-0210	\$9.00/hr.
P/T SRAC Staff - General	P&R - Recreation	10-60-6200-5100-0210	\$9.00/hr.
P/T Lifeguard	P&R – Aquatics	10-60-6220-5100-0210	\$8.00/hr.
Sanitation Laborer	PW – Sanitation	10-40-5800-5100-0200	\$13.35/hr. (\$27,768.00/yr.)

Water Plant Operator I PU – Water/Plant 30-71-7200-5100-0200 \$14.73/hr. (\$30,638.40/yr.)

Current Vacancies

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Customer Service Representative	PU – Electric/CS	31-72-7230-5100-0200
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
Firefighter I/II (2 positions)	Fire	10-60-6220-5100-0200
IT Specialist	General Government	Shared
Police Officer I/II – Patrol (6 positions)	Police	10-20-5100-5100-0200
P/T Collections Assistant	PU – Electric/CS	31-72-7230-5100-0200

11. Approval was granted to adopt a Conflict-of-Interest Policy.
{Attached hereto and made an official part of these minutes, is the Conflict-of-Interest Policy which is on file in the Office of the Town Clerk}

Business Items:

1. Consideration and request for approval to update the Police Department’s Career Ladder Policy

Chief of Police R. Keith Powell addressed the Council on a request to update the Police Department’s Career Ladder Program. He explained the Police Department was seeking approval to add the text to the current career ladder to include an incentive for officers hired that are fluent in Spanish. This would be an up to a five percent increase for any officer that is proficient in Spanish. Oral and written tests would be administered to determine proficiency. Chief Powell stated this would be an excellent recruitment and retention tool. This was also an effort to bridge the gap between the Police Department and the Latino community.

Mayor Pro-Tem Dunn asked if this was being considered for other departments. Town Manager Michael Scott responded the other departments felt this would be a good program to implement Town wide. He further stated that it was sometimes a challenge to communicate with citizens or customers when there was a language barrier. Anything staff can do to hire people who are proficient in Spanish would be an asset to the Town.

Councilman Barbour made a motion, seconded by Councilman Wood, to approve changes to the Police Department’s Career Ladder Policy. Unanimously approved.

Councilmembers Comments:

- Councilman Scott stated the Council could improved their conduct during Council meetings: specifically parliamentary procedures. He offered two books for members of the Council to review concerning parliamentary procedures.

Town Manager’s Report:

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

- Public Utilities Director Ted Credle informed the Council that staff applied for a waiver from DEQ for a sanitary sewer flow reduction for residential projects. The State has approved the waiver and issued a 25% reduction from 120 gallons per bedroom to 90 gallons per bedroom. This will help with future sewer allocation. This was not retroactive, but will affect any residential developments going forward. Since the bulk of the large growth projects are residential, this is a big help. It was very good news.

Councilman Rabil questioned if there was a time limitation of this new allocation. Mr. Credle responded this will remain in perpetuity. The Town can also request a waiver to lower this new allocation in the future.

Councilman Barbour questioned if this reduction would help with the Town’s current sewer capacity

issues. Mr. Credle explained that because the allocation per bedroom has been reduced, the Town's application for future allocation become more favorable because the Town would be requesting a smaller amount. Also, this would allow future developers to be able to increase the size of their residential development.

Town Manager Michael Scott asked Mr. Credle to quickly address if a new development were to come here, and they were having to pay capacity fees, how would this impact them. Mr. Credle responded if the capacity fee was per gallon, it allows a developer to construct more houses for the fee. The fee number does not change, but what is passed on to the developer are less expensive making it more attractive to develop in the Town of Smithfield.

- Parks and Recreation will be hosting summer camps this year. These were cancelled last year because of COVID. Registration begins on April 4, 2022
- The Fire Department has received a grant for the purchase of smoke detectors to provide and install them in lower income homes.

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

Councilman Barbour made a motion, seconded by Councilman Rabil, to enter into Closed Session pursuant to the aforementioned NC General Statute. Unanimously approved at approximately 7:35 pm.

Reconvene in Open Session

Councilman Steven made a motion, seconded by Mayor Pro-Tem Dunn, to reconvene in Open Session. Unanimously approved at approximately 7:46 pm.

No action was taken by the Council following the Closed Session

Adjourn

Being no further business, Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to adjourn the meeting. Unanimously approved. The meeting adjourned at approximately 7:47 pm.

ATTEST:

M. Andy Moore, Mayor

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 04/05/2022

Subject: Harbor, Inc. Wine Walk
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Harbor, Inc is requesting to hold their Spring Wine Walk on April 29, 2022.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. **Letter requesting the Temporary Use Permit Application**
4. **Event Map**



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Harbor, Inc. is requesting to hold their spring Wine Walk on April 29th, 2022. This event will be held downtown starting at Raymond James located at 310 Bridge Street. Over 100 people are expected to attend. Amplified sound will be used between 5:00-9:00pm. No food or goods will be sold. Smithfield Police will be contacted by the applicant to provide security. No trash cans have been requested. The applicant has requested this to be approved as an annual event.



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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>Downtown Smithfield Wine Walk</u> Name of Event	<u>310 Bridge Street</u> Location of Event/Use (exact street address)
---	--

Name Katrusia 'Kay' Johnson Address 110 Skyland Drive Smithfield, North Carolina 2757

Phone number 919-631-7318 Email address kjohnson@harborshelter.org

Event date 4/29/2022 Will alcohol be sold or served?

Event start time 5pm Event end time 8:30pm

Event set up time 4pm Event cleanup time 8:30pm

Sound amplification hours 5pm-9pm Will food or goods be sold? No

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

Security agency name & phone, if applicable: Smithfield Police Dept 919-934-2121
 (If using Smithfield Police, applicant must contact the PD to schedule security.)

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

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

Are event trash cans needed? No How many?

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

Payment received by:

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Katrusia B. Johnson *Katrusia B Johnson* 3-21-2022
Applicant's Name (print) Signature Date

Planning Director signature: *Stephen Verra* Date: 3/23/22

OWNERS AUTHORIZATION

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

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

Property owners name (print) _____

Address _____ *Zip* _____

Phone number _____ *Email* _____

Signature: _____ *Date:* _____



HARBOR OF JOHNSTON COUNTY
Safe Haven For Families

March 21, 2022

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

Re: Temporary Use Permit Application for the Downtown Smithfield Wine Walk - Spring

Harbor, Inc will host a Spring Downtown Smithfield Wine Walk on Friday, April 29, 2022, from 5pm-9pm. This event will serve as a fundraising event for Harbor and goes to support Harbor's operation cost and uncommitted service delivery.

The Wine Walk provides walkers with the opportunity to visit participating merchants in the downtown district and to sample different wines from the 15 participating merchants. I have been in contact with two entities to request a starting point of the event: Raymond James Financial Services on 310 Bridge Street in Downtown Smithfield and the Johnston County Public Library. It is our hope to identify a location that keeps participants more centrally located in the downtown area. Tickets will be available for \$30 per person on the day of the event. Each walker will be given a commemorative wine glass and a wristband to wear, which will serve as confirmation that their age for consumption has been confirmed. Tickets may also be purchased in advance for \$25 each on Harbor's website or Facebook page beginning March 28th.

Many of the businesses will be hosting special events in conjunction with the Wine Walk, including extended shopping hours and special sales. Harbor is in the process of solidifying the 15 merchants. However, to date we have confirmed participation from 11 of the 15 merchants that participated in the Fall 2021.

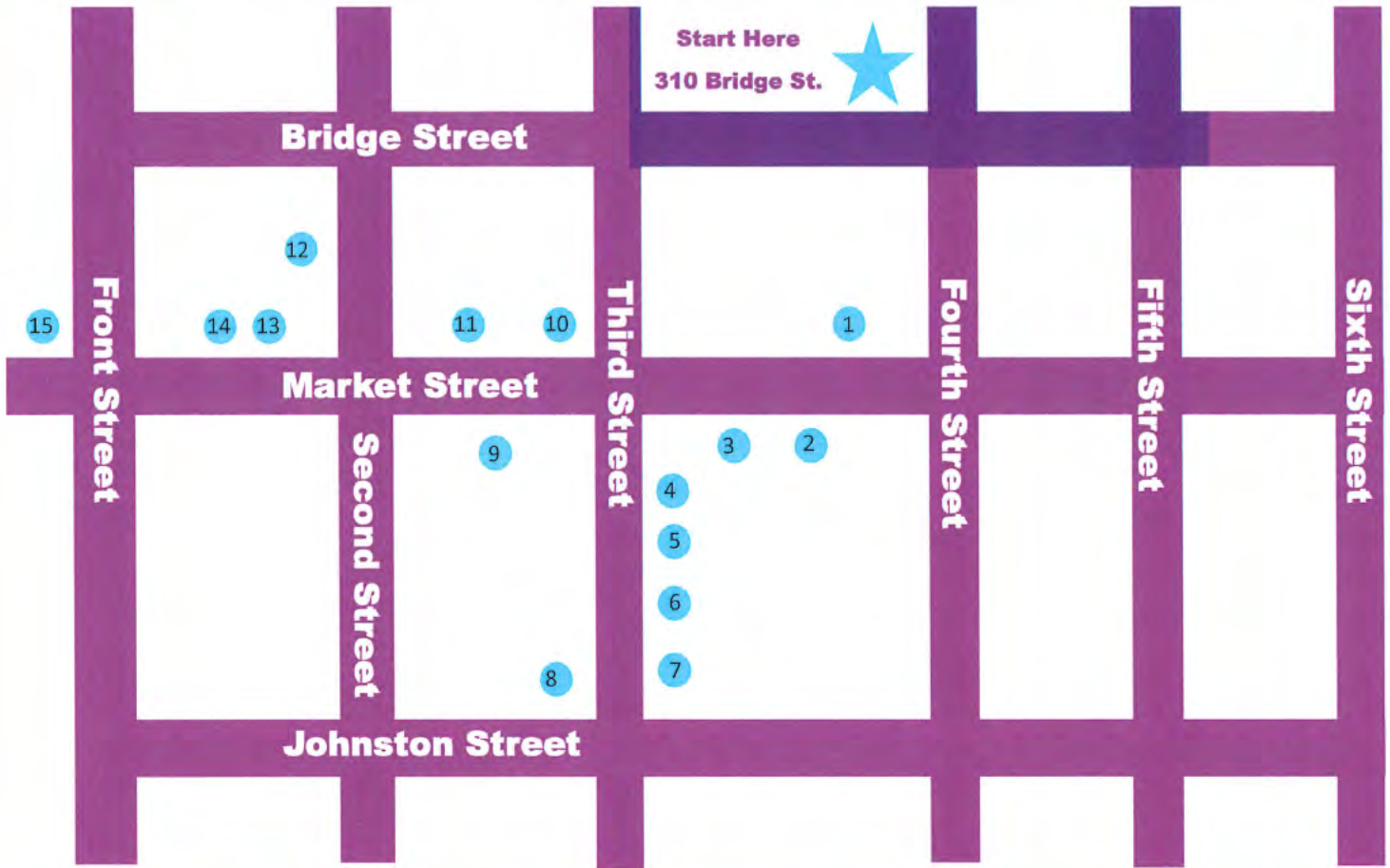
For additional information, I may be contacted at 919.631.7318.

Respectfully Submitted,

Katrusia Johnson,
Executive Director

110 Skyland Drive * Smithfield, North Carolina 27577
Post Office Box 1903 * Smithfield, North Carolina 27577
Office Number: 919-938-3566 * Fax Number: 919-938.4515
Crisis Line: 919-631-5478

Harbor, Inc. 2022 Wine Walk



- | | |
|--|---|
| 1 Classy C's Consignment | 9 The Gilded Pear Brew House |
| 2 Evan's Jewelers | 10 Johnston County Heritage Center |
| 3 Sami's Pizza & Pasta | 11 Simple Twist Restaurant |
| 4 The Oak City Collection | 12 12/20 Boutique |
| 5 Urban Misfits | 13 Medical Training.me |
| 6 The Twisted Willow | 14 John Michael's Artistic Hair Team |
| 7 Amaze Adventures & Beyond | 15 Little Brown Jug |
| 8 SoDoSoPa Restaurant | |

A Big Thank You to our 2022 Presenting Sponsor: **Coates Hearing Clinic P.A.!!**

Thank You to all our Merchant Sponsors this year:

Harbor 2022 Wine Walk—Wine Tasting Notes

RED WINES

Cabernet

Hess Cab Allomi: Allomi Cabernet offers enticing aromas of currant, blackberry and elegant expressions of lavender. These aromas are complemented by layered flavors of juicy black fruit, most notable black cherry and black plum.

Callaway Cabernet: Aromas of blackberry jam, ripe cherry and cassis, with hints of dark chocolate and vanilla. Medium body, moderate tannin, Bing cherry and a kiss of toasted vanilla oak flavors.

Pinot Noir

Hob Nob Pinot Noir: Elegant and fine aromas of red berries—predominantly raspberry and cherry with flavors of vanilla. Medium bodied with soft tannins and a rich, smooth character. Subtle spice on the finish.

Laurent Miquel Solas Pinot Noir: A well balanced, food friendly wine with medium body and light, bright berry flavors—red cherry, raspberry and blackberry. Smooth on the palate with aromas of garrigue strawberries and hints of Indian spiced tea on the finish.

Merlot-ish

Barone Fini Merlot: This wine has flavors of rich, ripe cherries and plums that are enriched by a smooth, deep, well structured background. The result is a beautifully balanced wine with a long and velvety finish.

Other Reds

Tormaresca Rose: This vintage is a bright peach blossom pink color. Tormaresca offers fruity notes of peaches, pink grapefruit and pomegranate that merge with delicate floral sensations of wisteria flowers. Its palate is supple and bright with pleasing freshness.

Villa Pozzi Nero D'Avolo: This wine reveals aromas of blackberry, white flowers, vanilla, and a hint of figs. On the palate, it is opulent and full bodied with a great intensity.

Segura Cava Brut Rose: Awash in sparkling, pink bubbles, this dry rose features Spain's rare Trepát varietal. Its pour is smooth and elegant with a beguiling complexity.

WHITE WINES

Sauvignon Blanc

Crossings Sauvignon Blanc: This wine is an elegant and fresh style wine, with tropical fruit flavors and hints of citrus. The palate is filled with pure fruit flavors, nicely balanced with a crisp mineral finish.

Pinot Grigio

Caposaldo Pinot Grigio: This wine features a dry, crisp, vibrant texture with medium body and delicate aromas of apples and peaches further enhanced by acacia blossoms and almonds on the palate and a clean, crisp, vibrant structure.

Villa Pozzin Pinot Grigio: This wine showcases aromas of lemon, white peach, and pear. It is well balanced with bright acidity and a finish that lingers with notes of stone fruit and flowers.

Chardonnay

Callaway Chard: Green apple and butterscotch aromas with pineapple, ripe pear, and vanilla oak spice flavors. Medium body, crisp acidity and a lovely tropical fruit finish.

Mercer Family Chard: Notes of fresh ripe pear and caramel apple surrounded by notes of vanilla cream and toasted marshmallow.

Other Whites

Mionetto Il Prosecco: The aroma is fruity, reminiscent of pear and citrus with a slightly floral bouquet. The wine is fresh and crisp with apple and peach flavors.

Twin Vines Vinho Verde: Crystal clear in color, Vinho Verde exhibits fresh, tropical fruits, lemon & lime, with a slight spritz and zesty, refreshing acidity.

**Our Harbor 2022 Wine Walk is Proudly Presented by:
Coates Hearing Clinic P.A.**





Request for Town Council Action

Consent
Agenda
Item:
Date: Application
for
Temporary
Use Permit
04/05/2022

Subject: Cycle Fest 1911
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Smithfield Alumni Chapter of Kappa Alpha Psi would like to hold their 1st annual Cycle Fest 1911, at 600 M. Durwood Stephenson Hwy on April 30th, 2022.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

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



Staff Report

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

Smithfield Alumni Chapter of Kappa Alpha Psi has requested to hold their 1st annual Cycle Fest 1911 on April 30, 2022 from 8:30 am- 2:00 pm. Participants will launch from 600 M. Durwood Stephenson Hwy. Upon onsite registration participants will receive a wristband which will be used as an identifier at the rest areas. During the event they will have 4 routes/distances to choose from, which consist of 50 miles, 30 miles, 20 miles and 5 miles on the Neuse River Trail. Police presence will be available for safety and cyclist will be able to flow with minimum stops. 3 trash receptacles have been requested from Public Works. R & J Food Truck will be onsite selling food. The applicant is requesting this be approved as an annual event.



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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>Cycle Fest 1911</u>	<u>600 M. Durwood Stephenson Hwy Smithfield NC, 27577</u>
Name of Event	Location of Event/Use (exact street address)

Name Kevin Richards Address 2229 Water Spray Dr. Raleigh NC 27610

Phone number (919) 244-1747 Email address Richkev1911@gmail.com

Event date April 30, 2022 Will alcohol be sold or served? No

Event start time 8:30 a.m. Event end time 2:00 p.m.

Event set up time 8:00 a.m. Event cleanup time 1:00 p.m.

Sound amplification hours N/A Will food or goods be sold? Only Food from a food truck

Food Trucks if applicable 1 (requires a valid permit from NC Department of Agriculture, a copy of the vehicle or trailer registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

Are event trash cans needed? Yes How many? 3

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

Payment received by: _____

Name of Establishment: R & J FOOD TRUCK Permittee: TYNATTA SHAW
 Location Address: 124 PURYEAR STREET Manager/Person in Charge: TYNATTA SHAW
 City: ROXBORO State: NC Zip: 27573 County: Person
 Billing Name: TYNATTA SHAW Status Code: A - Open For Business
 Billing Address: 124 PURYEAR STREET Establishment ID: 4073030029
 City: ROXBORO State: NC Zip: 27573 Map #: _____ Parcel ID: _____
 Email Address: tynattashaw@icloud.com Lat: _____ Long: _____
 Phone: (336) 583-2320 Fax: _____ Emergency Phone Number: _____

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

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

Pushcart/Mobile Food Unit operating in conjunction with: GOLDEN CORRAL 675 / 4073010151
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Conditions: 1) unit must return to commissary daily/after each use for cleaning & disposal of wastewater 2) you must notify the county you will be operating in prior to set up, 3) any menu or equipment changes must be preapproved by health department

Remarks: Pushcart/Mobile Food Unit operating in conjunction with: GOLDEN CORRAL 675 / ID number: 4073010151

Attachments

Transitional Permit Conditions

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

Received By: _____ Title: _____ Date: _____
 Manager/Person in Charge

Signed By: Holt, Bonnie REHS#: 2046 Date: 10/14/2020
 Division of Public Health

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

Food Establishment Inspection Report

Score: 100

Establishment Name: R & J FOOD TRUCK

Establishment ID: 4073030029

Location Address: 124 PURYEAR STREET

Inspection Re-Inspection

City: ROXBORO

State: NC

Date: 10/24/2020

Status Code: A

Zip: 27573 County: 73 Person

Time In: 4:15 PM

Time Out: 5:00 PM

Permittee: TYNATTA SHAW

Total Time: 0 hrs 45 min

Telephone: (336) 583-2320

Category #: II

Wastewater System: Municipal/Community On-Site System

FDA Establishment Type: _____

Water Supply: Municipal/Community On-Site Supply

No. of Risk Factor/Intervention Violations: 0

No. of Repeat Risk Factor/Intervention Violations: 0

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

Good Retail Practices							
Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.							
IN	OUT	NA	NO	Compliance Status	OUT	CD	R VR
Safe Food and Water 2653, 2655, 2658							
28	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pasteurized eggs used where required	1	<input type="checkbox"/>	<input type="checkbox"/>
29	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water and ice from approved source	2	<input type="checkbox"/>	<input type="checkbox"/>
30	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Variance obtained for specialized processing methods	1	<input type="checkbox"/>	<input type="checkbox"/>
Food Temperature Control 2653, 2654							
31	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proper cooling methods used; adequate equipment for temperature control	1	<input type="checkbox"/>	<input type="checkbox"/>
32	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plant food properly cooked for hot holding	1	<input type="checkbox"/>	<input type="checkbox"/>
33	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Approved thawing methods used	1	<input type="checkbox"/>	<input type="checkbox"/>
34	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thermometers provided & accurate	1	<input type="checkbox"/>	<input type="checkbox"/>
Food Identification 2653							
35	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Food properly labeled: original container	2	<input type="checkbox"/>	<input type="checkbox"/>
Prevention of Food Contamination 2652, 2653, 2654, 2656, 2657							
36	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insects & rodents not present; no unauthorized animals	2	<input type="checkbox"/>	<input type="checkbox"/>
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contamination prevented during food preparation, storage & display	2	<input type="checkbox"/>	<input type="checkbox"/>
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal cleanliness	1	<input type="checkbox"/>	<input type="checkbox"/>
39	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wiping cloths: properly used & stored	1	<input type="checkbox"/>	<input type="checkbox"/>
40	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washing fruits & vegetables	1	<input type="checkbox"/>	<input type="checkbox"/>
Proper Use of Utensils 2653, 2654							
41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	In-use utensils: properly stored	1	<input type="checkbox"/>	<input type="checkbox"/>
42	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utensils, equipment & linens: properly stored, dried & handled	1	<input type="checkbox"/>	<input type="checkbox"/>
43	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Single-use & single-service articles: properly stored & used	1	<input type="checkbox"/>	<input type="checkbox"/>
44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gloves used properly	1	<input type="checkbox"/>	<input type="checkbox"/>
Utensils and Equipment 2653, 2654, 2653							
45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed, & used	2	<input type="checkbox"/>	<input type="checkbox"/>
46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warewashing facilities: installed, maintained, & used; test strips	1	<input type="checkbox"/>	<input type="checkbox"/>
47	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-food contact surfaces clean	1	<input type="checkbox"/>	<input type="checkbox"/>
Physical Facilities 2654, 2655, 2656							
48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot & cold water available; adequate pressure	2	<input type="checkbox"/>	<input type="checkbox"/>
49	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing installed; proper backflow devices	2	<input type="checkbox"/>	<input type="checkbox"/>
50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewage & waste water properly disposed	2	<input type="checkbox"/>	<input type="checkbox"/>
51	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet facilities: properly constructed, supplied & cleaned	1	<input type="checkbox"/>	<input type="checkbox"/>
52	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garbage & refuse properly disposed; facilities maintained	1	<input type="checkbox"/>	<input type="checkbox"/>
53	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Physical facilities installed, maintained & clean	1	<input type="checkbox"/>	<input type="checkbox"/>
54	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meets ventilation & lighting requirements; designated areas used	1	<input type="checkbox"/>	<input type="checkbox"/>
Total Deductions:						0	



North Carolina Department of Health & Human Services

Division of Public Health • Environmental Health Section • Food Protection Program

DMHS is an equal opportunity employer.

Food Establishment Inspection Report, 3/29/13

Page 1 of _____



Comment Addendum to Food Establishment Inspection Report

Establishment Name: R & J FOOD TRUCK
Location Address: 124 PURYEAR STREET
City: ROXBORO **State:** NC
County: 73 Person **Zip:** 27573
Wastewater System: Municipal/Community On-Site System
Water Supply: Municipal/Community On-Site System
Permittee: TYNATTA SHAW
Telephone: (336) 583-2320

Establishment ID: 4073030029
 Inspection Re-Inspection **Date:** 10/24/2020
Comment Addendum Attached? **Status Code:** A
Water sample taken? Yes No **Category #:** II
Email 1: tynattashaw@icloud.com
Email 2: _____
Email 3: _____

Temperature Observations

Effective January 1, 2019 Cold Holding is now 41 degrees or less

Item	Location	Temp	Item	Location	Temp	Item	Location	Temp

Person in Charge (Print & Sign): *First* _____ *Last* Shaw
Regulatory Authority (Print & Sign): *First* _____ *Last* Holt

Tynatta Shaw

Bonnie Holt

REHS ID: 2046 - Holt, Bonnie **Verification Required Date:** _____

REHS Contact Phone Number: (336) 597-1790



Food Establishment Inspection Report

Score: 100.0

Establishment Name: R & J FOOD TRUCK
 Location Address: 124 PURYEAR STREET
 City: ROXBORO State: NC
 Zip: 27573 County: Person
 Permittee: TYNATTA SHAW
 Telephone: (336) 583-2320

Establishment ID: 4073030029
 Inspection Re-Inspection Time In: 9:13 AM Time Out: 9:51 AM
 Date: 10/16/2021 Status Code: A - Open For Business
 Category#: II
 FDA Establishment Type: _____
 No. of Risk Factor/Intervention Violations: 1
 No. of Repeat Risk Factor/Intervention Violations: 0

Wastewater System: Municipal/Communit Water Supply: Municipal/Community

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

Good Retail Practices									
Preventative measures to control the addition of pathogens, chemicals and physical objects into foods.									
	IN	OUT	N/A	N/O	Compliance Status	OUT	CDI	R	VR
Safe Food and Water .2653, .2655, .2658									
30	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pasteurized eggs used where required	1	0.5	0	
31	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water and ice from approved source	2	1	0	
32	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Variance obtained for specialized processing methods	2	1	0	
Food Temperature Control .2653, .2654									
33	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proper cooling methods used; adequate equipment for temperature control	1	0.5	0	
34	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plant food properly cooked for hot holding	1	0.5	0	
35	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Approved thawing methods used	1	0.5	0	
36	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thermometers provided & accurate	1	0.5	0	
Food Identification .2653									
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Food properly labeled: original container	2	1	0	
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657									
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insects & rodents not present; no unauthorized animals	2	1	0	
39	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contamination prevented during food preparation, storage & display	2	1	0	
40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal cleanliness	1	0.5	0	
41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wiping cloths: properly used & stored	1	0.5	0	
42	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washing fruits & vegetables	1	0.5	0	
Proper Use of Utensils .2653, .2654									
43	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	In-use utensils: properly stored	1	0.5	0	
44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utensils, equipment & linens: properly stored, dried & handled	1	0.5	0	
45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Single-use & single-service articles: properly stored & used	1	0.5	0	
46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gloves used properly	1	0.5	0	
Utensils and Equipment .2653, .2654, .2663									
47	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used	1	0.5	0	
48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warewashing facilities: installed, maintained & used; test strips	1	0.5	0	
49	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-food contact surfaces clean	1	0.5	0	
Physical Facilities .2654, .2655, .2656									
50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot & cold water available; adequate pressure	1	0.5	0	
51	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing installed; proper backflow devices	2	1	0	
52	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewage & wastewater properly disposed	2	1	0	
53	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet facilities: properly constructed, supplied & cleaned	1	0.5	0	
54	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garbage & refuse properly disposed; facilities maintained	1	0.5	0	
55	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Physical facilities installed, maintained & clean	1	0.5	X	
56	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meets ventilation & lighting requirements; designated areas used	1	0.5	X	
TOTAL DEDUCTIONS:						0.0			



Comment Addendum to Food Establishment Report

Establishment Name: R & J FOOD TRUCK
 Location Address: 124 PURYEAR STREET
 City: ROXBORO State: NC
 County: 73 Person Zip: 27573
Wastewater System: Municipal/Community On-Site System
Water Supply: Municipal/Community On-Site System
 Permittee: TYNATTA SHAW
 Telephone: (336) 583-2320

Establishment ID: 4073030029
 Inspection Re-Inspector
 Visit
 Verification
 Name Change
 Status Change
 Pre-Opening Visit
 Other
 Date: 10/16/2021
 Status Code: A
 Category#: II

Temperature Observations

Cold Holding Temperature is now 41 Degrees or less

Item/Location	Temp	Item/Location	Temp
Cole slaw / Cold hold prep cooler	41.0		
Shrimp / Cold hold prep cooler	39.0		
Chlorine sanitizer / Sanitizer spray bottle	50.0		

Observations and Corrective Actions

Item Number	Violations cited in this report must be corrected within the time frames below, or as stated in sections 8-405.11 of the food code.
5	2-501.11 Clean-up of Vomiting and Diarrheal Event- must have a written plan for the cleaning of vomit and diarrhea

Person in Charge (Print & Sign): Tynatta Shaw
 Regulatory Authority (Print & Sign): Holt, Bonnie

Verification Required Date: _____
 REHS ID: 2046
 REHS Contact Phone Number: _____





Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 04/05/2022

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

Issue Statement

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets May 12 through 29, 2022.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Inner Shows, Inc. is requesting to hold a Spring Carnival at Carolina Premium Outlets located at 1025 Outlet Center Drive on May 12-29, 2022. The carnival will operate between 5:00 pm-11:00 pm on weekdays and 1:00 pm-11:00 pm on weekends. Over 100 people are expected to attend. Food will be sold. Smithfield Police will be contacted by the applicant to provide security. No trash cans have been requested.



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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

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

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

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

Event date May 12 - 29, 2022 Will alcohol be sold or served? No

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

Event set up time 7 am Event cleanup time 7 am

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

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

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

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

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

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

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

Payment received by: _____

1025 Outlet Center Dr., Smithfield, NC – Carolina Premium Outlets





Request for Town Council Action

Consent
Agenda
Item: Public
Dedication
Date: **04/05/2022**

Subject: Public Dedication for Twin Creeks Phase 2
Department: Planning Department
Presented by: Planning Director - **Stephen Wensman**
Presentation: **Consent Agenda Item**

Issue Statement

The Council is requested to adopt Resolution No. 695 (04-2022) accepting the public dedication of public of lands or facilities for streets, parks, easements, and public utility lines for the Twin Creeks Phase 2 subdivision.

Financial Impact

N/A

Action Needed

Town Council approval of the Resolution accepting the public land and facilities dedication for Twin Creeks Phase 2.

Recommendation

Staff recommends the Town Council approve Resolution No. 695 (04-2022) accepting the public land and facilities dedication for Twin Creeks Phase 2.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 695 (04-2022)
3. Twin Creeks Phase 2 Preliminary Plat



Staff Report

Consent
Agenda
Item: Public
Dedication

Overview:

Pursuant to NCGS 160D-806 the approval of a plat shall not be deemed to constitute or effect the acceptance by the municipality or public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat. To be effective, all offers of dedication must be accepted by resolution.

The preliminary plat for Twin Creeks Phase 2 was approved on 5/18/20. The preliminary plat showed public dedication of public right-of-way for streets, utilities, and easements for utilities. This resolution will formally accept them for public dedication in accordance with NCGS 160D-806 and Section 10.116 of the UDO.

Note: Acceptance of public dedication does not commit the Town to maintenance of the infrastructure, until the improvements are constructed, inspected for compliance with Town ordinances and standards, and accepted by the Town Council for maintenance upon recommendation from the Town Staff.

Recommendation:

Staff recommends the Town Council approve Resolution No. 695 (04-2022) accepting the public land and facilities dedication for Twin Creeks Phase 2.

RESOLUTION NO. 695 (04-2022)
RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLAT

WHEREAS, G.S. 160D-806 authorizes the Town Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Smithfield Planning Department has acted to approve the preliminary plat named in this resolution on 5/18/20; and,

WHEREAS, the preliminary plat named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Smithfield Town Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the Town of Smithfield to accept the offered dedication on the plat named in this resolution.

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

Section 1. The Town of Smithfield accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision preliminary plat:

Twin Creeks Phase 2

Map Book 05878

Page 0834

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the Town, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 5th day of April, 2022 in Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

Consent Agenda Item:	Resolution to Accept Maintenance of Streets
Date:	04/05/2022

Subject: Resolution to Accept Maintenance of Certain Streets in East River Phases 1&2

Department: Planning Department

Presented by: Planning Director - Stephen Wensman

Presentation: Consent Agenda Item

Issue Statement

To adopt Resolution 696 (05-2022) accepting Town maintenance of Croatian Court and Sunfish Street in East River Phases 1 & 2.

Financial Impact

The Town will be financially responsible for the regular maintenance of the public streets.

Action Needed

Town Council approval of the Resolution No. 696 (05-2022) accepting the for Town maintenance of Croatan Court and Sunfish Street in East River Phases 1&2

Recommendation

Staff recommends the Town Council approve Resolution No. 696 (05-2022) accepting the Town maintenance of Croatian Court and Sunfish Street in East River Phases 1 & 2

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 696 (05-2022)
3. East River Phase 1 Final Plat
4. East River Phase 2 Final Plat



Staff Report

Consent
Agenda
Item: Resolution
to Accept
Public
Dedication

Overview:

The Town Council approved the public dedications East River Phase 1 on 1/3/20 and East River Phase 2 on 11/10/20.

The public infrastructure for Phases 1 and 2 has been constructed including all the streets, sidewalks, lighting, trails and utilities. The developer is requesting the Town take over maintenance of Croatian Court and Sunfish Street in Phases 1 & 2, but not Sturgeon Street which will be burdened with construction traffic for the construction of Phases 3-5.

Staff has inspected the streets for compliance with Town standards and has found the streets acceptable for maintenance.

Recommendation:

Staff recommends the Town Council approve Resolution No. 696 (05-2022) accepting Town maintenance of Croatian Court and Sunfish Street in East River Phases 1 & 2.

RESOLUTION NO. 696 (05-2022)
RESOLUTION ACCEPTING EAST RIVER PHASES 1 AND 2
SUNFISH STREET AND CROATAN COURT PUBLIC IMPROVEMENTS

WHEREAS, it is a function of the Town of Smithfield to operate and maintain public roads, walks, trails and public water, sewer, and storm drain infrastructure; and

WHEREAS, the Developer has recorded the final plats of East River Phase 1 and East River Phase 2 the subdivisions with the Johnston County Register of Deeds on 3/29/2018 and 12/22/2020 respectively; and

WHEREAS, the developer offered the public roads and public water, sewer, and storm drain infrastructure for dedication with Preliminary Subdivision of East River; and

Whereas, the Town Council accepted the dedication of public roads, walks, trails and public water, sewer, and storm drain infrastructure with Resolution No. 652 (01-2020) and Resolution No. 668 (17-2020) by; and

WHEREAS, the Developer posted a performance bond to be held by the Town until such time the construction was completed to Town standards; and

WHEREAS, said streets have been constructed and inspected by the Town staff and Engineer and have been found to meet current Town standards; and

WHEREAS, the Developer has requested the Town to accept the public roads, walks, trails and public water, sewer, and storm drain infrastructure for Croatan Court and Sunfish Street in East River Phases 1 and 2; and

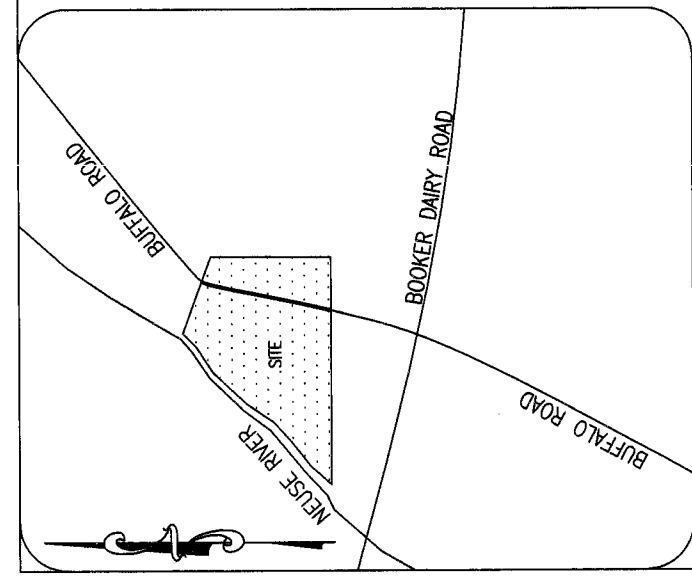
WHEREAS, The Town Council finds that it is in the best interest of the public to accept said streets and public water, sewer, and storm drain infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the TOWN OF SMITHFIELD TOWN COUNCIL on this the 5th day of April, 2022, the Town of Smithfield accepts the public roads, walks, trails and public water, sewer, and storm drain infrastructure within Croatan Court and Sunfish Street as constructed and as shown in the East River Phase 1 and Phase 2 Final Plats recorded at the Johnston County Register of Deeds.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF SMITHFIELD AND THAT I HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 12-22-2020 BY: Stephanie Richter OWNER

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Stephanie Richter REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 12-22-2020 BY: Stephanie Richter REVIEW OFFICER

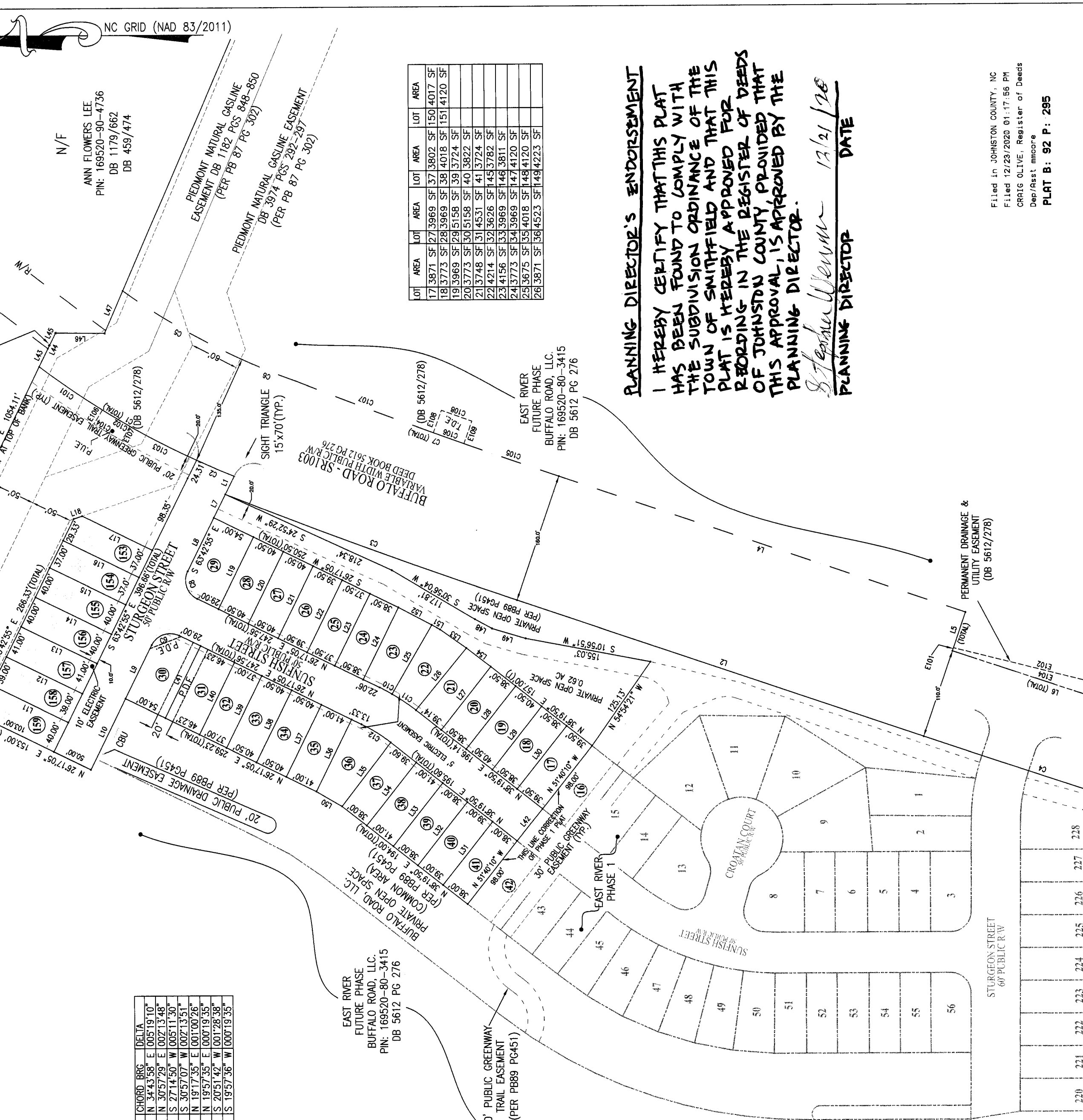
JOHNSTON COUNTY REGISTER OF DEEDS

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _____ 20____ AT _____

REG. OF DEEDS BY: _____ ASST. REG. OF DEEDS

NC GRID (NAD 83/2011)



CURVE	RADIUS	ARC	CHORD	BEG	DELTA
C101	1005.30	95.33	N 34.158° E	005°19'10"	
C102	1005.30	95.13	S 70.573° E	007°13'48"	
C103	1005.30	91.08	S 70.573° W	005°11'30"	
C104	1023.00	39.91	S 30.571° W	007°13'51"	
C105	6949.09	122.17	N 17.736° E	001°00'26"	
C106	6949.09	39.58	S 39.58° E	001°00'26"	
C107	6949.09	179.17	N 17.736° E	001°00'26"	
C108	6920.09	39.43	S 19.573° E	000°19'35"	
C109	6920.09	39.43	S 19.573° E	000°19'35"	

LINE	BEARING	DISTANCE
E101	S 71.071° E	4.00
E102	S 14.404° W	221.54
E103	S 89.401° W	19.94
E104	N 18.511° E	227.51
E105	S 18.511° W	10.12
E106	S 38.712° W	20.00
E107	N 67.263° E	20.00
E108	S 69.574° E	29.00
E109	S 70.154° E	29.00

LINE	BEARING	DISTANCE
L1	N 63.425° E	24.67
L2	S 18.503° W	523.48
L3	S 21.087° W	9.58
L4	S 18.503° W	523.59
L5	N 71.071° E	49.99
L6	S 18.511° W	237.63
L7	S 63.425° E	32.00
L8	N 63.425° W	73.00
L9	S 63.425° E	73.00
L10	N 63.425° W	96.65
L11	N 26.170° E	103.00
L12	N 26.170° E	103.00
L13	N 26.170° E	103.00
L14	N 26.170° E	103.00
L15	N 26.170° E	103.00
L16	N 26.170° E	103.00
L17	N 26.170° E	95.33
L18	S 18.425° E	10.85
L19	N 63.425° W	98.00
L20	S 63.425° E	98.00
L21	S 63.425° E	98.00
L22	S 63.425° E	98.00
L23	S 63.425° E	98.00
L24	S 63.425° E	98.00
L25	S 63.425° E	98.00
L26	S 63.425° E	98.00
L27	S 63.425° E	98.00
L28	S 63.425° E	98.00
L29	S 63.425° E	98.00
L30	S 63.425° E	98.00
L31	S 63.425° E	98.00
L32	S 63.425° E	98.00
L33	S 63.425° E	98.00
L34	S 63.425° E	98.00
L35	S 63.425° E	98.00
L36	S 63.425° E	98.00
L37	S 63.425° E	98.00
L38	S 63.425° E	98.00
L39	S 63.425° E	98.00
L40	S 63.425° E	98.00
L41	S 63.425° E	98.00
L42	S 63.425° E	98.00
L43	S 63.425° E	98.00
L44	S 63.425° E	98.00
L45	S 63.425° E	98.00
L46	S 63.425° E	98.00
L47	S 63.425° E	98.00
L48	S 63.425° E	98.00
L49	S 63.425° E	98.00
L50	S 63.425° E	98.00
L51	S 63.425° E	98.00
L52	S 63.425° E	98.00
L53	S 63.425° E	98.00
L54	S 63.425° E	98.00

NOTES:

- NO GRID MONUMENTS RECOVERED WITHIN 2000'
- OF THE SUBJECT PROPERTY.
- SURVEYED ON 11/19/2018
- ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE STATED.
- ALL AREAS COMPUTED BY COORDINATE METHOD.
- CHAINS SHOWN HEREON ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS OF RECORD.
- LINE(S) NOT SURVEYED ARE SHOWN DASHED.
- NO TITLE REPORT FURNISHED.

CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY SHOWN HEREON IS X IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.

FLOOD HAZARD PANEL NO. 3720169500K 372169400K

EFFECTIVE DATE: 06/20/2018

DATE: 12-16-2020 SURVEYOR

SURVEY CONTROL / GRID TIE NOTES

CLASS OF SURVEY: CLASS A

COMBINE DEDICATED TO MAIL #2

COMBINE DEDICATED TO MAIL #1

DATE OF GPS SURVEY: 11/19/2018

POSITIONAL ACCURACY: H. 0.07

GPS METHOD: REAL TIME KINEMATIC NETWORK (RTS)

FIXED STATION HELD FOR THE SURVEY

ADJUSTMENT: SURVEY DATA WAS ADJUSTED BY THE SURVEYOR

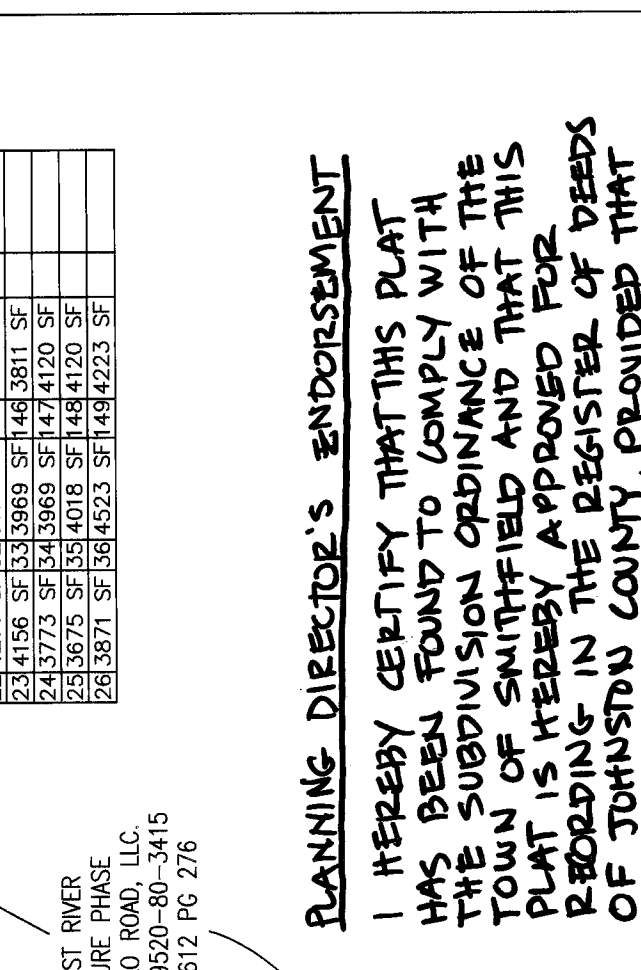
CARLSON CIVIL SURVEY

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Stephanie Richter 12/21/20
PLANNING DIRECTOR

LOT	AREA	LOT	AREA	LOT	AREA
17	3871.57	27	3969.57	37	3602.57
18	3773.57	28	3969.57	38	4018.57
19	3969.57	29	5158.57	39	3724.57
20	3773.57	30	5158.57	40	3822.57
21	3748.57	31	4531.57	41	3724.57
22	4214.57	32	3626.57	42	4537.82
23	4156.57	33	3969.57	43	4638.11
24	3773.57	34	3969.57	44	4120.57
25	3675.57	35	4018.57	45	4120.57
26	3871.57	36	4523.57	46	4223.57

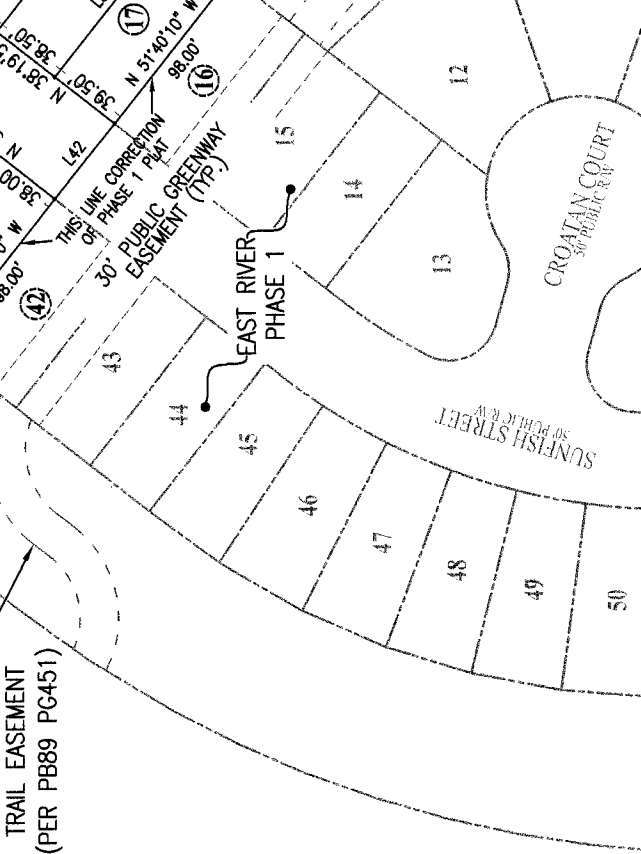


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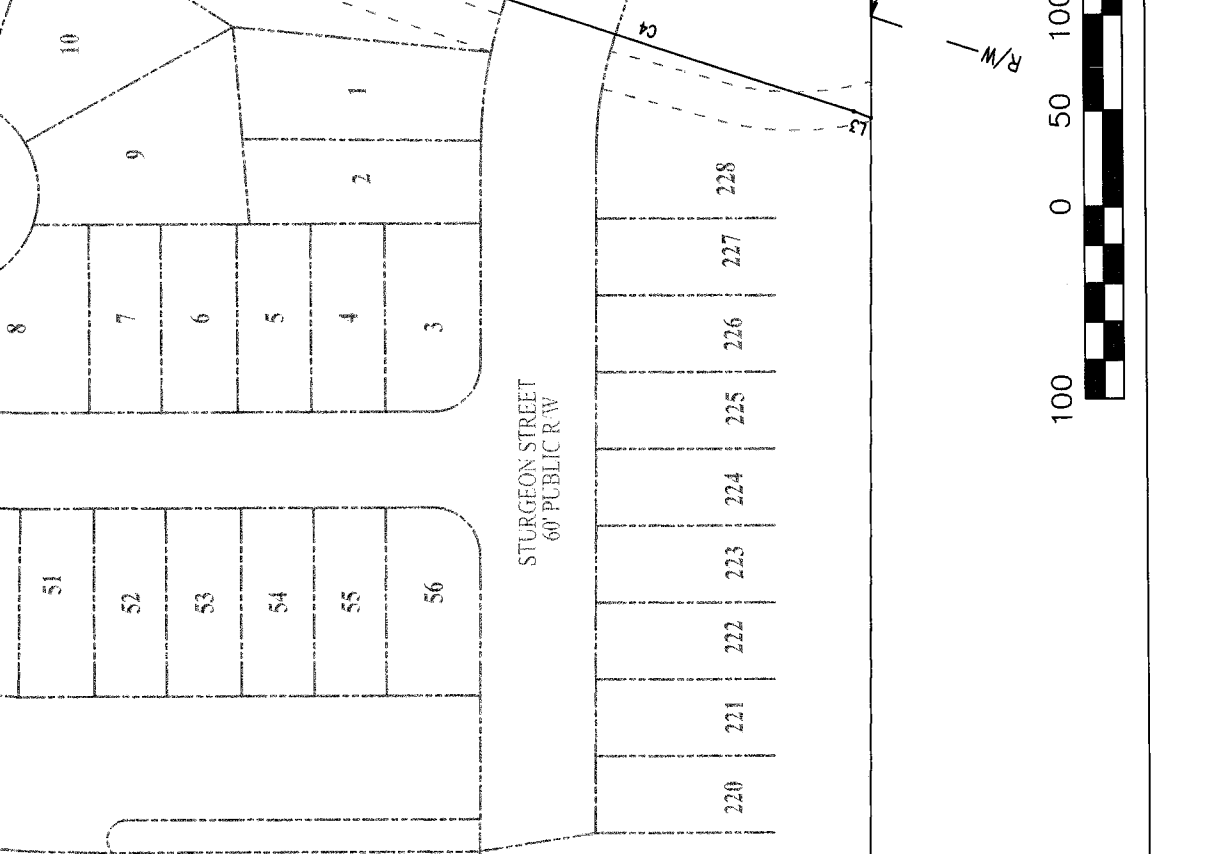
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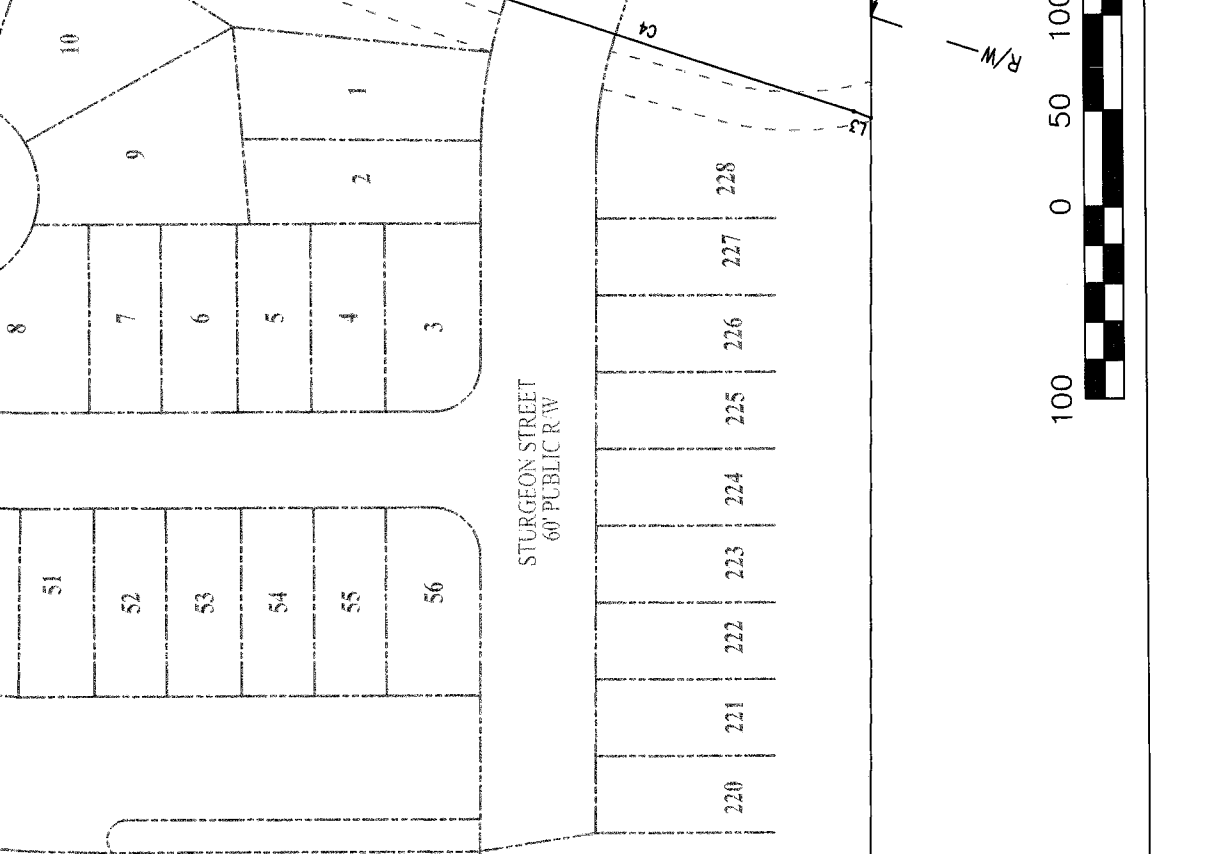
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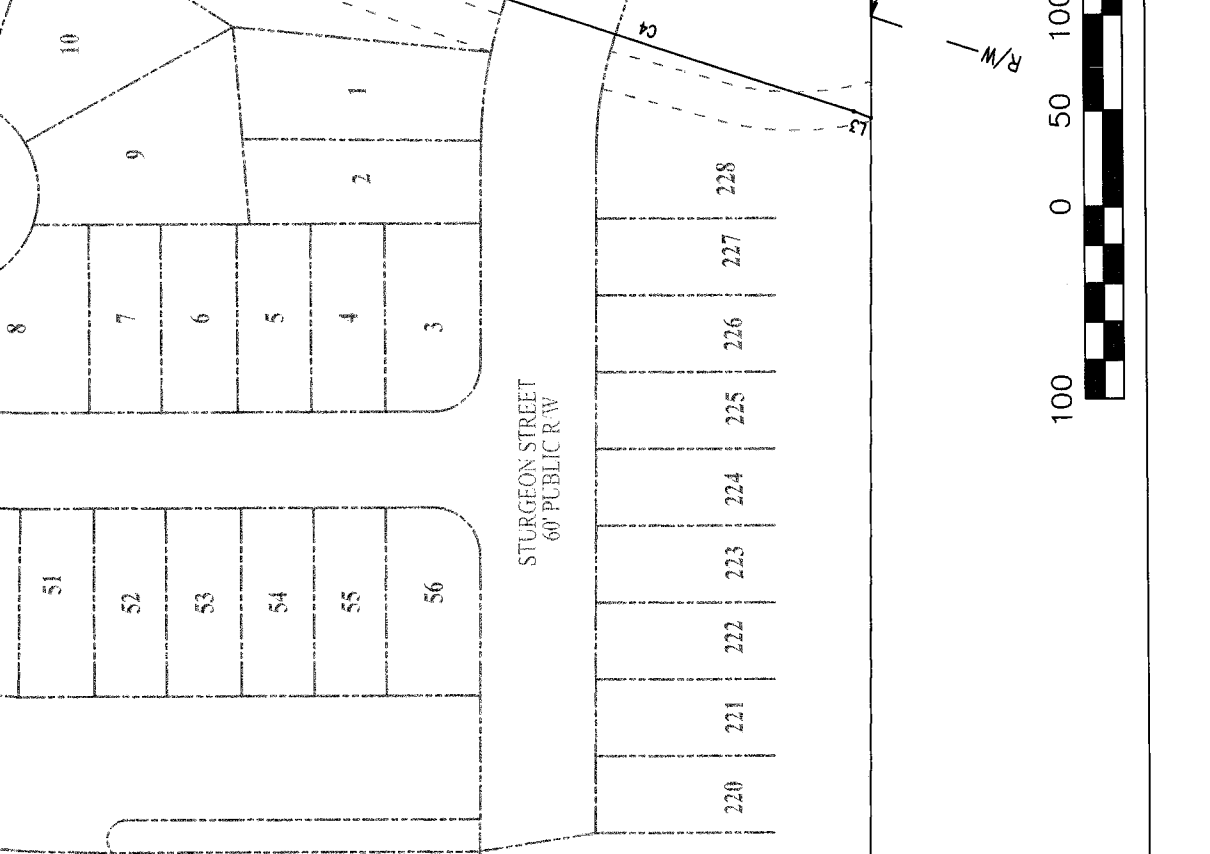
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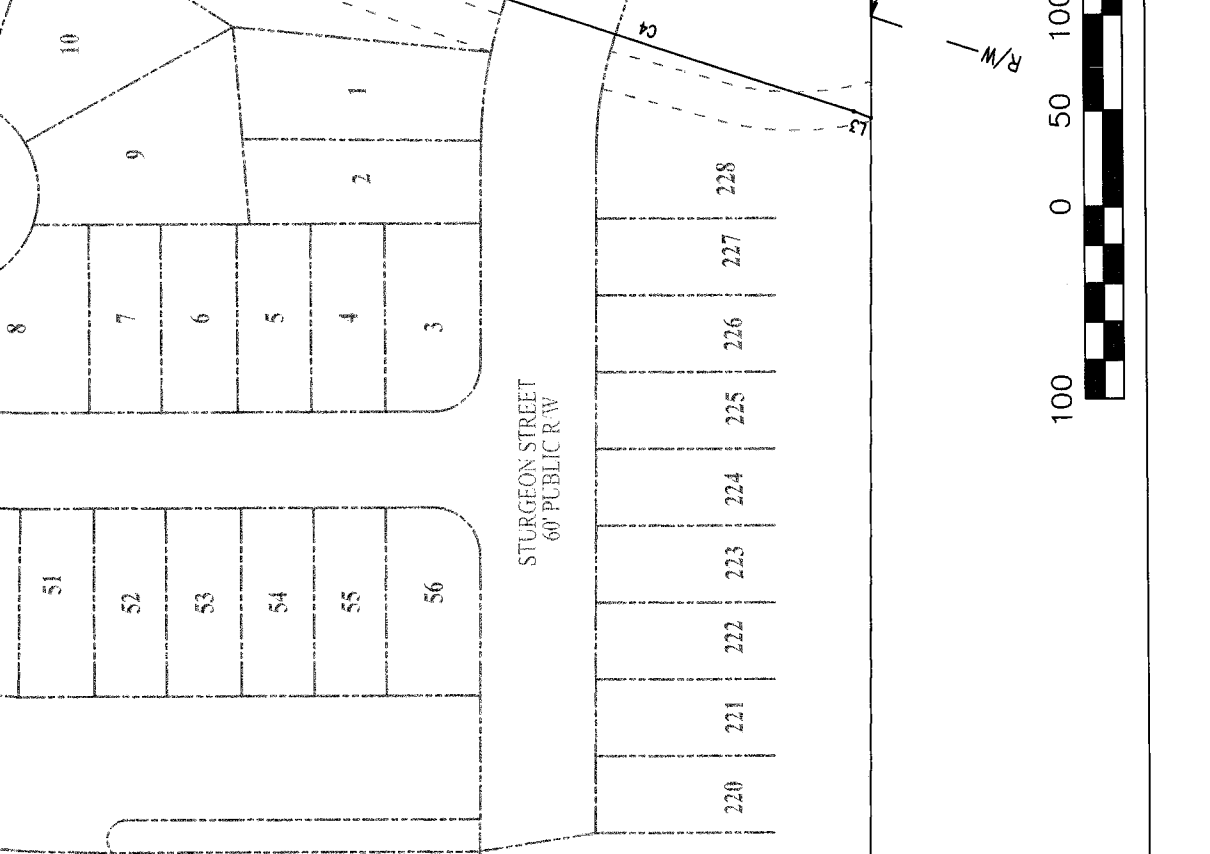
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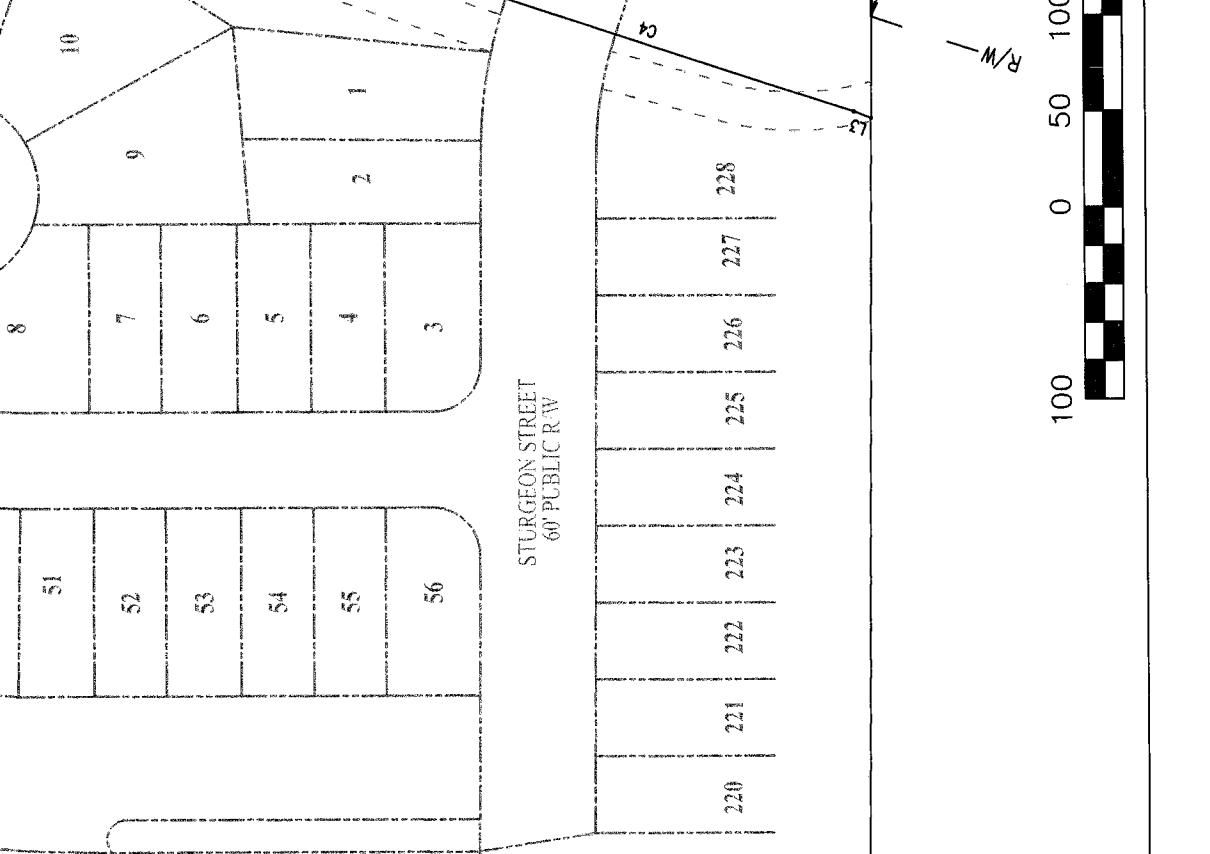
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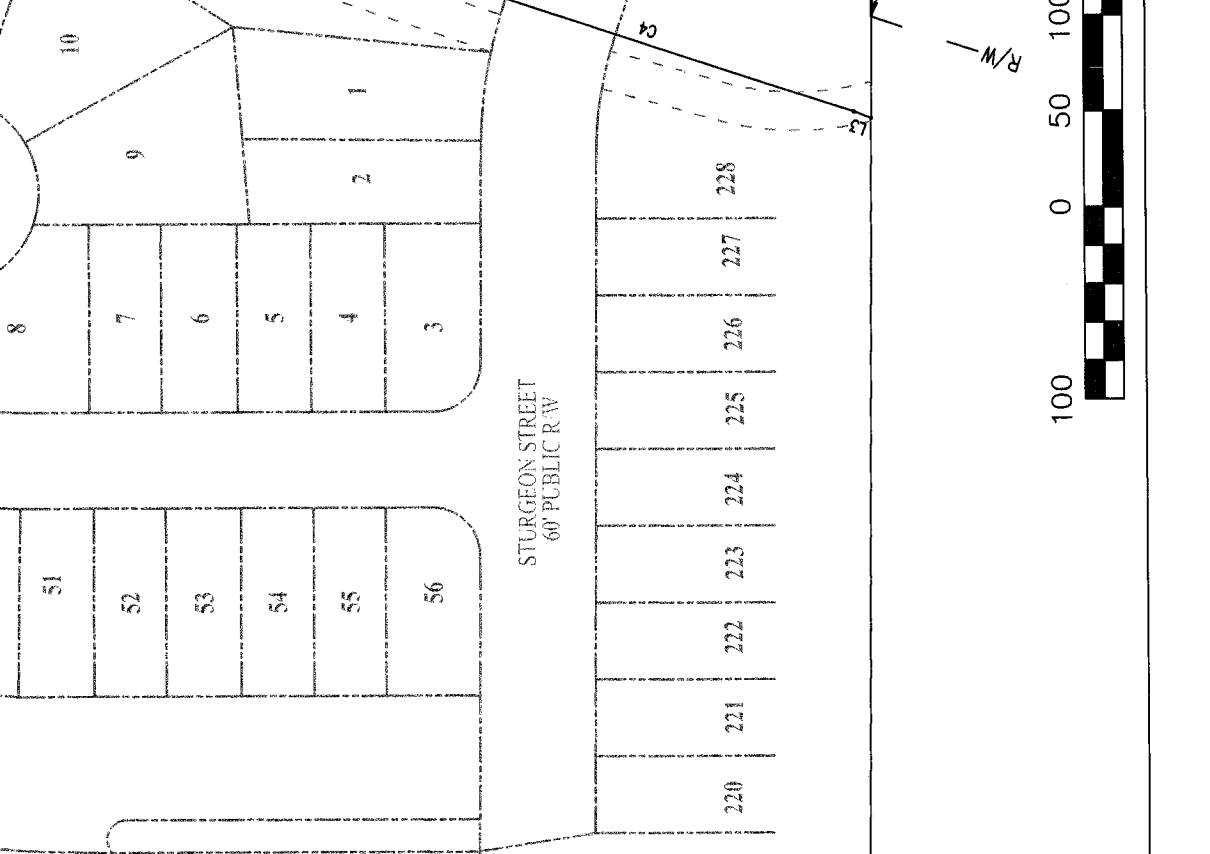
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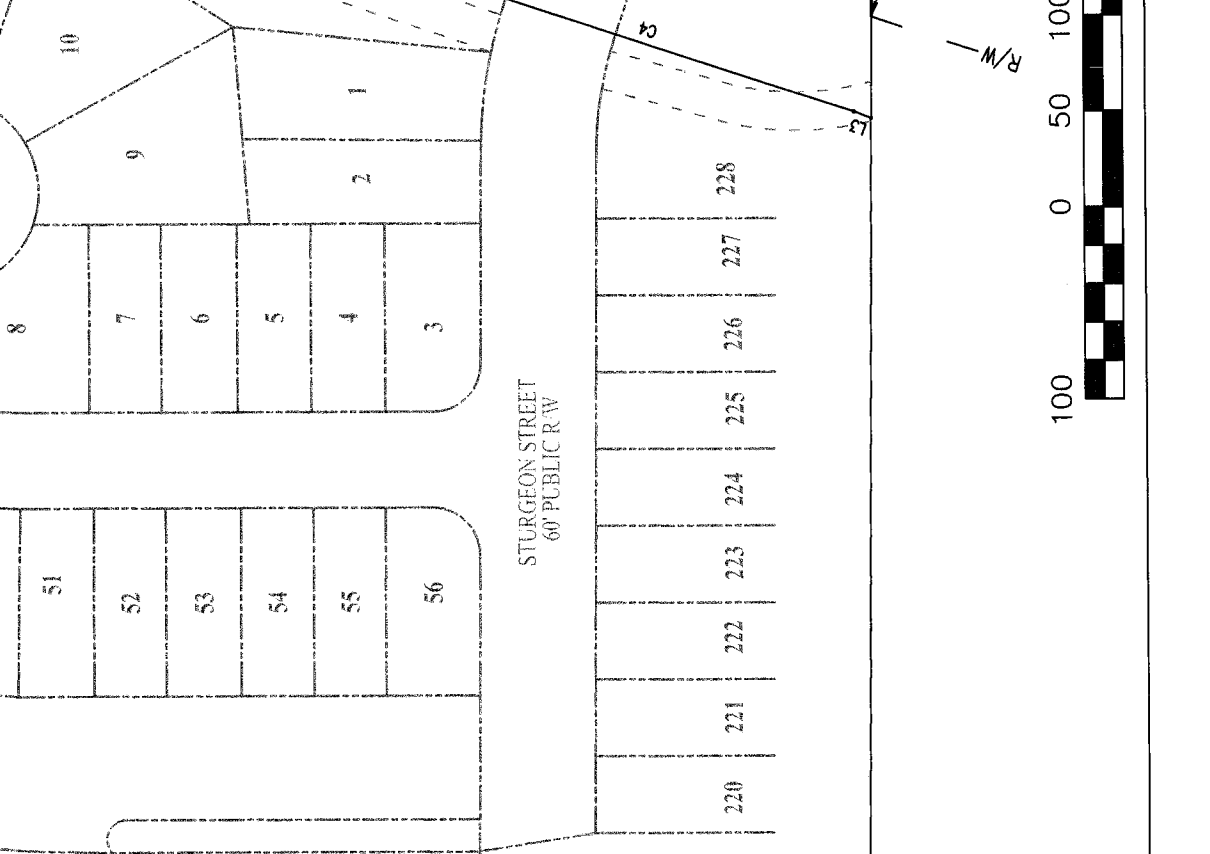
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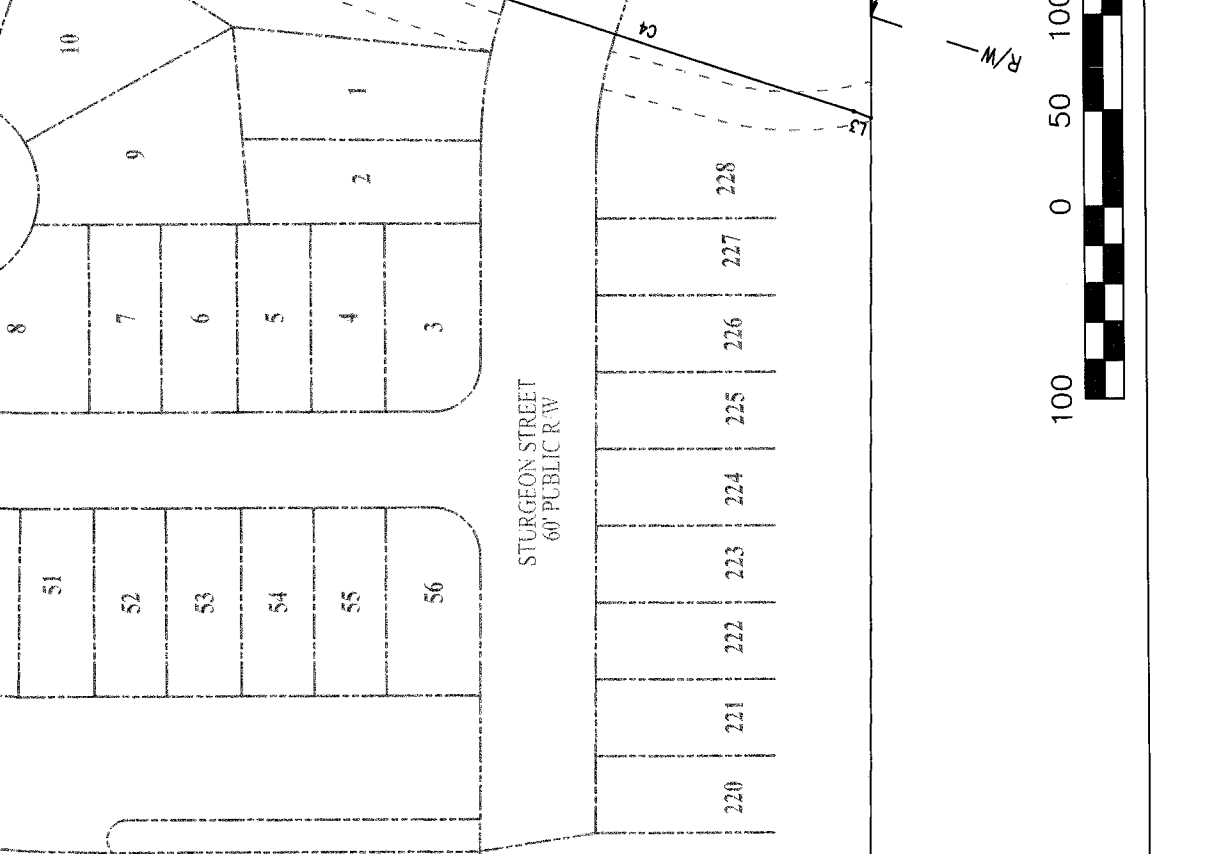
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Request for Town Council Action

Consent SCIF
Agenda Grant
Item: Fund
Date: 04/05/2022

Subject: State Capital and Infrastructure Fund (SCIF) Grant Fund
Department: Finance Department
Presented by: Finance Director - Greg Siler
Presentation: Consent Agenda Item

Issue Statement

The Town of Smithfield is the recipient of three State Capital and Infrastructure Fund Grants (SCIF). The Finance Director is seeking to establish a separate capital project fund to account for grant revenue and expenditures as required by the grant.

Financial Impact

None. There are no matching funds required on SCIF Grants.

Action Needed

Establish a separate fund, Fund 21, to account for projects revenue and expenditures

Recommendation

Approve the attached SCIF Capital Project Ordinance

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. SCIF Capital Project Ordinance



Staff Report

Consent	SCIF
Agenda	Grant
Item:	Fund

The Town of Smithfield has received three State Capital and Infrastructure Fund Grants (SCIF) totaling \$2,475,830 to improve CSX culvert, rehab **the Town's Amphitheatre and Improve Smith Collins Splash Pad/Parking**. SCIF Grant funds must be accounted for in a separate fund and accounting structure within the recipient's central accounting system. The SCIF Capital Project Ordinance is included for Council review and approval. The Finance Director will update the Council regarding the status of these funds and the timeline to grant completion.

Fund 21
NORTH CAROLINA STATE CAPITAL AND INFRASTRUCTURE FUND DIRECTED GRANTS (SCIF) -
CAPITAL PROJECT ORDINANCE
TOWN OF SMITHFIELD

BE IT ORDAINED by the Governing Board 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 capital project ordinance is hereby adopted:

SECTION 1. The projects authorized are the CSX Culvert Improvement, the Amphitheatre Restoration and the Splash Pad Improvements/Parking Expansion. These projects are financed by State Capital and Infrastructure Fund Directed Grants (SCIF) and General Fund appropriations if needed and approved by Town Council.

SECTION 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents, and the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

CSX Culvert	21-40-5900-5700-7400	\$ 950,000
Amphitheatre	21-60-6200-5700-7400	\$ 989,500
Splash Pad/Parking	21-60-6200-5700-7401	<u>\$ 536,330</u>
		<u>\$ 2,475,830</u>

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

SCIF Grant - CSX Culvert	21-40-3300-3307-5900	\$ 950,000
SCIF Grant - Amphitheatre	21-60-3300-3307-6200	\$ 989,500
SCIF Grant - Splash Pad/Parking	21-60-3300-3307-6201	<u>\$ 536,330</u>
		<u>\$ 2,475,830</u>

SECTION 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient, specific detailed accounting records to satisfy the requirements of the state grants

SECTION 6. The Finance Officer is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

SECTION 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

SECTION 9. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 5th day of April, 2022

M. Andy Moore

NORTH CAROLINA
JOHNSTON COUNTY

I, Shannan Parrish, Town Clerk, hereby certify that the foregoing is a true and accurate copy of the SCIF Grant Budget Ordinance which will be recorded in the Town of Smithfield Minute Book.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town to be affixed, this the 5th day of April, 2022

Shannan Parrish, Town Clerk



Request for Town Council Action

Consent Various
Agenda Budget
Item: Amendments
Date: 04/05/2022

Subject: Various Budget Amendments
Department: Finance Department
Presented by: Finance Director - Greg Siler
Presentation: Consent Agenda Item

Issue Statement: Various Budget Amendments. See descriptions under each budget amendment.

Financial Impact: As stated in each amendment

Action Needed: Approve as presented

Recommendation: Approve as presented

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Budget Amendments Dated April, 2022



Staff Report

Consent	Various
Agenda	Budget
Item:	Amendments

Eleven budget amendments are attached impacting a wide range of expenditure and revenue lines. A brief, but descriptive explanation is written under each requested amendment. Those amendments increasing expenditure lines are all funded with contingency dollars except #9 which is funded by the developer.

BUDGET AMENDMENTS
April, 2022

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Expenditures			
10-00-9990-5300-0000 GF Contingency	\$ 273,524	\$ (20,000)	\$ 253,524
10-76-5800-5970-9100 Transfer to CPF	-	20,000	20,000
	<u>\$ 273,524</u>	<u>\$ -</u>	<u>\$ 273,524</u>

To fund increase cost of Sanitation 2nd Knuckle Boom Truck and Registration as approved at the January 4, 2022 Council meeting

2. Revenue			
10-10-3900-3900-0000 Fund Balance Appropriation	<u>\$ -</u>	<u>\$ (80,000)</u>	<u>\$ (80,000)</u>
Expenditures			
10-76-5800-5970-9110 Transfer to GF Capital Reserve	<u>\$ 80,000</u>	<u>\$ (80,000)</u>	<u>\$ -</u>

To correct Transfer To Capital Reserve for Knuckle Boom as it was purchased in FY21

3. Expenditures			
10-40-5900-5300-3310 Stormwater - Drainage	\$ 35,500	\$ 25,400	\$ 60,900
10-00-9990-5300-0000 GF Contingency	253,524	(25,400)	228,124
	<u>\$ 289,024</u>	<u>\$ -</u>	<u>\$ 289,024</u>

To fund storm drainage pipes at 5 Sherwood Court (Using 25K of Drainage funds plus 25.4K of contingency)

4. Expenditures			
10-40-5900-5300-4501 Stormwater - Contract Services	\$ -	\$ 8,700	\$ 8,700
10-00-9990-5300-0000 GF Contingency	228,124	(8,700)	219,424
	<u>\$ 228,124</u>	<u>\$ -</u>	<u>\$ 228,124</u>

To fund hiring of McCormick-Taylor to prepare two Land and Water Conservation Fund Grant applicatons

5. Revenue			
10-10-3300-3315-0100 Grant	\$ 160,550	\$ (160,550)	\$ -
10-20-3300-3315-0100 Grant - GHSP Traffic	-	160,550	160,550
	<u>\$ 160,550</u>	<u>\$ -</u>	<u>\$ 160,550</u>

To move GHSP Traffic Grant budget to proper line

6. Expenditures

10-20-5300-5300-4501 Fire - Contract Services	\$ 1,000	\$ 15,520	\$ 16,520
10-00-9990-5300-0000 General Fund Contingency	<u>219,424</u>	<u>(15,520)</u>	<u>203,904</u>
	<u>\$ 220,424</u>	<u>\$ -</u>	<u>\$ 220,424</u>

To fund the removal of gas tanks and pumps at Fire Station One as approved at the January 4, 2022 Council meeting

7. Expenditures

10-61-4110-5300-5711 Public Library	\$ 270,000	\$ 22,930	\$ 292,930
10-00-9990-5300-0000 General Fund Contingency	<u>203,862</u>	<u>(22,930)</u>	<u>180,932</u>
	<u>\$ 473,862</u>	<u>\$ -</u>	<u>\$ 473,862</u>

To fund Town's share of new HVAC Control System for the Library as approved at the December 7, 2021 Council meeting

ELECTRIC FUND

8. Expenditures

31-76-7230-5970-9110 Electric - Transfer Cap. Reserve Fu	\$ 150,000	\$ (150,000)	\$ -
31-00-9990-5300-0000 Electric - Contingency	\$ 283,679	\$ (13,500)	270,179
31-72-7230-5700-7400 Electric - Capital Outlay	<u>30,000</u>	<u>163,500</u>	<u>193,500</u>
	<u>463,679</u>	<u>-</u>	<u>463,679</u>

To transfer capital reserve for Bucket Truck to capital outlay and fund increased cost

9. Revenue

31-72-3550-3520-0000 Electric - Misc.	<u>\$ 4,000</u>	<u>\$ 12,060</u>	<u>\$ 16,060</u>
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Expenditures

31-72-7230-5700-7401 Electric - East River Electric Infrast	<u>\$ 231,820</u>	<u>\$ 12,060</u>	<u>\$ 243,880</u>
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To fund Phase 3 of East River Subdivision Street Lights Upgrade - funded by developer

ARPA FUND

10. Revenue

20-76-0000-5970-9100 ARP - Transfer to Other Cap. Proj.	<u>\$ 4,138,286</u>	<u>\$ (169,952)</u>	<u>\$ 3,968,334</u>
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Expenditures

20-40-5900-5300-3310 Storm Drainage - Cedar Drive	<u>\$ -</u>	<u>\$ 169,952</u>	<u>\$ 169,952</u>
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To transfer ARP funds for storm drainage on Cedar Drive as approved at the September 7, 2021 Council Meeting

General Fund Capital Projects Fund

-

11. Revenue

46-75-3870-3870-0310 Transfer GF - Knuckle Boom Tk \$ _____ - \$ 20,000 \$ 20,000

Expenditures

46-40-5800-5700-7405 Knuckle Boom Truck \$ 160,000 \$ 20,000 \$ 180,000

To record transfer from GF for 2nd Sanitation Knuckle Boom Truck as approved at the January 4, 2022 Council Meeting. Truck total cost including registration is approx. \$177,598

Approved by the Smithfield Town Council this the 5th day of April, 2022

M. Andy Moore

ATTEST:

Shannan Parrish, Town Clerk



Request for Town Council Action

Consent Pool Deck
Agenda Grate
Item: Replacement
Date: 04/05/2022

Subject: SRAC Pools Drain Grate Replacement
Department: **Smithfield Recreation and Aquatics Center (SRAC)**
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Consent Agenda Item

Issue Statement

The **Smithfield Recreation and Aquatics Center Department** is asking for approval to purchase and install new drain grates around the perimeter of the pools at SRAC with funds approved in the 21/22 FY Budget.

Financial Impact

Approved Budgeted Amount for FY 2019-2020: \$ 13,900.00

Amount of Purchase/Bid/ Contract: \$ 7,903.45 (Town of Smithfield portion)

Action Needed

Approval and authorization for the purchase and installation of deck grates around the perimeter of the pools at SRAC.

Recommendation

SRAC is requesting approval and authorization to purchase deck drain grates from Sport Edge with installation being completed by Thomas Pool Care for a total cost to the Town in the amount of \$ 7,903.45

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Sport Edge Quote
3. ACO, Inc Quote
4. Noland Company Quote
5. Thomas Pool Installation Quote



STAFF REPORT

Consent Pool Deck
Agenda Grate
Item: Replacement
Date: 04/05/2022

In the 21/22 FY Budget, the Town Council approved funds (\$ 13,900.00) for the replacement of deck grates around the perimeter of the competition and splash pools at SRAC. The original grates, installed during construction in 2009, are made of ductile iron and have rusted and corroded to the point of causing safety concerns.

Three quotes were obtained for the purchase of polymer plastic grates that are compatible with the drain channel within the deck. The polymer grate is made to withstand the environment within the pool area and is rated Load Class A. The grates are compliant to meeting ADA standards and are safe for wheelchairs and walking.

Quotes were obtained from 3 firms but do not include installation:

Sport Edge	\$ 11,991.40
ACO, Inc.	\$ 12,254.00
Noland Company	\$ 22,604.35

Staff also solicited several companies in the area for the installation of the deck grates. Thomas Pool Care was the only quote submitted for installation for the amount of \$ 4,315.50.

The total cost for the grate purchase and installation is \$ 16,306.90. The Town of Smithfield's portion is \$ 7,903.45 with JCPS being responsible for \$ 8,403.45 per the SRAC joint use agreement.

SRAC is requesting approval and authorization to purchase deck drain grates from Sport Edge with installation being completed by Thomas Pool Care.



P.O. Box 837 / 259 Murdock Road / Troutman, NC 28166 / Ph: 800-334-6057 * Fax: 704-528-0179

COMPANY: **Smithfield Park & Rec.**

ATTN: Laura Crumpler

PROJECT: **Smithfield Parks & Recreation - NC (27577)**

DATE: **3/3/2022**

QUOTE #: **SE03032022.1**

PAGE 1 OF 1

SportsEdge® is pleased to quote the following products for this project:

QTY.	PRODUCT #	PRODUCT DESCRIPTION	PRICE EACH	EXTENDED PRICE
TRENCH DRAIN REPLACEMENT GRATES				
385	2338	Heel Proof / ADA Heavy Duty Polymer Grate, Black - 1/2M	>>>>	\$ 11,796.40
385	S2841A	Stainless Steel Lock Toggle, Bolt & Washer - Per Each	>>>>	(Included)

If you have any questions concerning this quotation or on this project, please call your area Sales Manager listed below.

Michael Hartness at 704-528-0188 Ext. 201

Material Cost Page 1 : \$ 11,796.40

Shipping / Handling Cost Page 1 : \$ 195.00

Local/State Sales Taxes are NOT INCLUDED

LF - Lineal Foot / M = Meter / SF = Square Feet

Actual Freight Charges will be determined at time of shipment.

IMPORTANT: If no sales tax exemption form is supplied with your purchase order; Local/State Sales Tax may be billed in addition to the above pricing for orders shipped in the following states: CA, CT, FL, GA, ID, IL, IN, MS, NV, NY, NC, PA, TX.

Terms and Conditions of Sale:

Terms are **Net 30 days** from the date of invoice, **upon credit approval**; finance charges will be applied to any unpaid balances after 30 days at a rate of 1.5%. NO retainages are permitted. A 25% deposit is required for new customers and / or custom made products. **Credit Card purchases are subject to a 3% Processing Fee.** Optional / As Needed / As Required items are **not included** in total price or shipping/handling cost and will not be shipped without written notification from customer accepting the additional charges. Pricing **does not** include unloading, assembly, installation, electrical work, on-site demonstration and/or training. Freight is F.O.B. Origin. Shipping/Handling cost is based on one (1) shipment with standard delivery; partial and rush shipments will be subject to additional freight charges. Allow 6-10 weeks for delivery after receipt of a fully executed purchase order / contract, approval documents and a **signed copy of this quote**. Quote expires **60 days** from date of quotation. **SportsEdge assumes no responsibility for material take-off**; it is the sole responsibility of the customer to verify correct quantities and specification suitability of the items pertaining on this quote. Product drawings & specifications available upon request. **Purchase Order must be received within 60 days of this quotation to guarantee pricing.**

The terms and conditions noted on the quotation supersede all other contract documents and/or purchase contracts between customer and SportsEdge. Thank you for the opportunity to quote SportsEdge® / A Division of ABT, Inc®.

(SportsEdge Signature) **Michael Hartness**

Customer signature: By signing; customer approves shipment, pricing, quantities and delivery on the items pertaining on this quote and accepts the Terms and Conditions of Sale as noted above.

Date _____

Checked by: _____

Date _____

Some products sold by ABT may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Products sold by ABT may contain these chemicals in a smaller amount than Proposition 65's concern, or not at all, however, we have chosen to issue this warning on all of our products as an act of caution and because our customers have the right to know.

WARNING: These products can expose you to chemicals such as nickel, lead, chromium, cobalt, styrene, methylene chloride, or silica, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

This document contains proprietary information and is solely intended for the recipient only. The recipient, by accepting this document, agrees that neither this document nor the information disclosed herein nor any part thereof shall be copied, reproduced or transferred to others for any purpose except as specifically authorized in writing by SportsEdge.

Subject: RE: Flow Drain - Smithfield, NC

Date: Tuesday, February 15, 2022 at 1:45:04 PM Eastern Standard Time

From: Gedney, Sara

To: Laura Crumpler

CC: Wolstenholme, John

Hey Laura,

Below is your updated cost for around 630 LF of our 495Q gray plastic ADA grates that you requested. Let me know if you have any questions or need anything else.

Thanks

**385 each #97385- Type 495Q gray plastic longitudinal slotted ADA grate- 19.69" - 0.5 meter:
\$9,163.00 (\$23.80 each)**

385 each #02899- 4" quicklok locking bars: \$2,695.00 (\$7.00 each)

1 pallet

Total: \$11,858.00

Freight: \$396.00

Sara Gedney | Inside Sales Representative
ACO, Inc.
4211 Pleasant Road
Fort Mill, SC 29708
Tel: +1 (440) 639-7231 x4362 | Fax: +1 (803) 802-1063

Sara.Gedney@aco.com | www.acousa.com

From: Laura Crumpler <laura.crumpler@smithfield-nc.com>

Sent: Tuesday, February 15, 2022 1:37 PM

To: Gedney, Sara <Sara.Gedney@aco.com>

Subject: Re: Flow Drain - Smithfield, NC

Sarah,

Not sure where the numbers for the dimensions came from. Please update to 630 total linear feet for both pools

Laura N. Crumpler

Aquatics Director

Smithfield Recreation and Aquatics Center

PO Box 2344

600 M. Durwood Stephenson Pkwy.
Smithfield, NC 27577
919-934-1408 office

Play! Learn! Grow!

From: Gedney, Sara <Sara.Gedney@aco.com>
Date: Tuesday, February 15, 2022 at 8:52 AM
To: Laura Crumpler <laura.crumpler@smithfield-nc.com>
Cc: Wolstenholme, John <John.Wolstenholme@aco.com>
Subject: RE: Flow Drain - Smithfield, NC

Good Morning Laura,

I was reviewing the pictures that you sent over to John and I just wanted verify if the grates you currently have installed have ACO stamped on them?

Thanks

Sara Gedney | Inside Sales Representative
ACO, Inc.
4211 Pleasant Road
Fort Mill, SC 29708
Tel: +1 (440) 639-7231 x4362 | Fax: +1 (803) 802-1063

Sara.Gedney@aco.com | www.acousa.com

From: Fichtner, John <John.Fichtner@aco.com>
Sent: Tuesday, February 15, 2022 8:12 AM
To: Laura Crumpler <laura.crumpler@smithfield-nc.com>
Cc: Gedney, Sara <Sara.Gedney@aco.com>
Subject: RE: Flow Drain - Smithfield, NC

Hi Laura,

Please see above attachments for the recommended grates and please verify dimensions. Sara Gedney, whom I have copied on this email, is the inside representative for the Carolinas and she will assist you going forward.

I appreciate the call and we look forward to serving you.

Best Regards,

John

John Fichtner | Inside Sales Representative
ACO, Inc.
4211 Pleasant Road
Fort Mill, SC 29708
Tel: +1 (440) 639-7231 x4360 | Fax: +1 (803) 802-1063

John.Fichtner@aco.com | www.acousa.com

From: Laura Crumpler <laura.crumpler@smithfield-nc.com>
Sent: Monday, February 14, 2022 5:27 PM
To: Fichtner, John <John.Fichtner@aco.com>
Subject: Flow Drain - Smithfield, NC

John,

Thank you so much for taking my call this afternoon. Here is what we have, and we would like the same but a resin grate versus the steel.

I have also included a picture of the locking mechanism.

We would need the following linear feet.

Main Pool Area – 176 linear feet
Splash Park Area – 130 linear feet

I have also included the corners for your review.

Please let me know if you have any questions.

Laura N. Crumpler

Aquatics Director
Smithfield Recreation and Aquatics Center
PO Box 2344
600 M. Durwood Stephenson Pkwy.
Smithfield, NC 27577
919-934-1408 office

Play| Learn| Grow!



NOLAND COMPANY
 100 N 9TH ST
 SMITHFIELD, NC 27577
 PHONE (919) 934-8164
 FAX (919) 934-9659

Quoted To Customer
 CASH SALES ACCOUNT
 100 NORTH & NINTH STREET
 NOLAND COMPANY
 SMITHFIELD, NC 27577-0000
 Phone (919) 934-8164
 Fax

Job Name
 smithfield aquatic center

Quote No	Date	Page
0002793	2/17/22	1
Expiration Date		3/19/22
Revised Date		2/17/22
Bid Due Date		2/17/22

Quoted By
 Brian Friend
 blfriend@noland.com
 (919) 934-8164

Customer	Payment Terms	Quoted To	Salesperson	FOB
000300	COD-CASH SALE CUSTOMER	CASH SALES ACCOUNT	BRIAN FRIEND	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	385	JR SMITH 9870-491-HPP W/ LOCK	55.0000		21175.00
2.0	1	1/2 METER TRENCH GRATE TAX	1429.3500		1429.35

Tax Area Id	Net Sales	22,604.35
	Freight	.00
	Tax	.00
	Quotation Total	22,604.35



Thomas Pool Care

Estimate #000003

Estimate

Estimate #000003

February 20, 2022

Customer

Smithfield Rec Center Laura Crumpler

Laura.Crumpler@smithfield-nc.com

+1 (919) 934-2116

350 East Market Street

Smithfield, North Carolina 27577

Message

We look forward to working with you. If you have any questions please don't hesitate to reach out. Shaun (704) 533-0084 or Ron (561) 901-7315

Attachments

fw9.pdf

Pool Gutter Replacement (\$6.85 ea.) x 630	\$4,315.50
Subtotal	\$4,315.50
State Tax	\$280.51
Total	\$4,596.01

Thomas Pool Care
thomaspoolcare1@gmail.com
+1 (704) 533-0084



Request for Town Council Action

Consent
Agenda
Item: Award of
Bid
Date: 04/05/2022

Subject: Perform Sewer Line Camera & Cleaning Services

Department: Public Utilities – Water/Sewer Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

As part of the Awarded 2020 sanitary sewer AIA award, the Town is to video sections of sewer line to investigate for potential blockages, collapses, or other issues. The work was bid out the low bid has been submitted for approval.

Financial Impact

None. This expense will be paid through the use of the sanitary sewer AIA grant, awarded to the Town in 2021.

Action Needed

Award the low bidder a contract for proposed services (Vision, NC - \$22,400).

Recommendation

Staff recommends the approval of the proposed low bid to provide needed services.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed bid (Vision, NC)
3. Proposed bid (Hydrostructures)
4. Proposed bid (HydroMax)
5. Proposed Contract
6. Proposed Scope of Services



Staff Report

Consent
Agenda Award of Bid
Item:

As part of the accepted sanitary sewer AIA grant, the Town will spend a portion of those funds cleaning and capturing video of sanitary sewer lines that may be susceptible to issues. The area targeted will be in West Smithfield. This operation will be in preparation of the potential work performed to improve the outfall behind Rose Manor.

Staff is asking the Council to authorize the Town Manager to enter into a contract with the low bidder (Vision, NC) to perform these cleaning and videoing services for a cost not to exceed \$22,400.



Video Inspection and Cleaning
of Sewer and Storm Systems

Quote

Vision NC

7424 ACC Blvd Suite 106 Raleigh 27617 Phone: 919-748-3760 Fax: Email: invoices@vision-nc.com

Date: 24-Feb-2022 10:58 AM

QUOTATION NO: 731

To: Town of Smithfield

350 East Market Street
Smithfield, 27577
North Carolina, United States

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
5,600.00	Outfall Sewer Video	2.00	0.00	11,200.00
5,600.00	Sewer Cleaning	2.00	0.00	11,200.00
Sub Total:				\$ 22,400.00
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 22,400.00

Site Name:

Contact Name: Ted Credle

Quote Description

This quote is for the cleaning and video of approximately 5600lf in a sewer easement for the Town of Smithfield. There is about 5000lf of 12" and 600lf of 8" in this system, some of which is PVC and VCP pipe segments. We have combined our cleaning and video price into a per ft price, which also includes an easement machine to access offroad structures, as well as the tools needed in the event we encounter major roots/debris that need removing to allow for complete inspections. All footages were estimated, should the recorded footage differ from the quoted amount, the final invoice will reflect the recorded amount.

Company Note

Quotation

128A Commerce Court, PO Box 1537

Pittsboro, North Carolina 27312

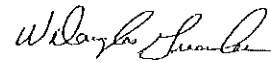
ph 919.542.5002 fax 919.542.6835

Ted Credle, P.E.
Director of Public Utilities
Town of Smithfield
230 Hospital Road
Smithfield, NC 27577
919-934-2116 x-1162

Project	CCTV work in Smithfield	Smithfield, NC		Date	12/17/2021
Task Description			Fee Estimate		
			Unit Price	Unit	Total
	Mobilization	1 LS	\$0.00	LS	\$0.00
	Light Clean (3 passes) and CCTV 8" sewer	800 LF	\$3.00	LF	\$2,400.00
	Light Clean (3 passes) and CCTV 12" sewer-easement	5000 LF	\$4.00	LF	\$20,000.00
	Heavy Cleaning (if req'd)	1 HR	\$400.00	HR	
	Traffic Control (if req'd)	1 DAY	\$1,500.00	Day	\$1,500.00
Scope: Mobilize CCTV equipment and Vac/Jet Combo Truck Cleaning as required and directed Light Cleaning - 3 passes with high pressure jetter Heavy Cleaning - more than 3 passes with high pressure jetter, root/grease cutting CCTV line coded per NASSCO Specifications Deliverable to include Video and PDF report Dumpsite, if req'd- debris dumped to a location on site Quantities are estimated. Billing footage will be based on CCTV deliverable footage					\$23,900.00
<p><i>This price includes all labor and equipment. Access to be provided.</i></p> <p><i>Water and debris disposal site shall be provided by Others.</i></p> <p><i>Permission/Access to properties provided by Others.</i></p> <p><i>Excludes (if req'd): Bypass Pumping, Uncovering/Locating Existing Manholes that are buried. Clearing of Easements, Access Rds, Site Restoration, Permits, etc. Access for Vac Truck/CCTV provided by others.</i></p>					

Accepted By: _____

Quoted By:



Doug Greenlee

Pricing

Unit Description	Unit	Est. QTY	Unit Price	Extended Price
Light Clean & CCTV Inspection 12" Line in Easement	LF	5,000	\$ 4.45	\$ 22,250.00
Light Clean & CCTV Inspection 8" Line ROW	LF	600	\$ 2.35	\$ 1,410.00
Heaving Cleaning (If required)	HR	10	\$ 325.00	\$ 3,250.00
			Total	\$ 26,910.00

Appendix A identifies all clarifications and assumptions associated with our pricing.

We look forward to working with you and your team on this and other projects. If you have any questions regarding this proposal, please do not hesitate to contact Jason Martin at jason.martin@hydromaxusa.com or me at andrew.apgar@hydromaxusa.com. My phone number is also provided below.

Sincerely,



Andrew S. Apgar
 Business Development Manager – Southeast
 (863) 398-9202

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 5 day of April, 2022, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and Vision, NC a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

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

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

- 2. TERM OF CONTRACT.** The Term of this contract for services is from April 11, 2022 to June 30, 2022 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Twenty-Two Thousand Four Hundred and No Dollars (\$ 22,400.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.

- 4. INDEPENDENT CONTRACTOR.** TOWN and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
ATTN: Vision, NC
7424 ACC BLVD. SUITE 106
RALEIGH, NC 27617

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

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

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

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

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Gregory D. Siler, Town of Smithfield Chief Financial Officer

CONTRACTOR

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1” to follow

AMENDMENT TO BOILER PLATE CONTRACT

(131 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of April 5, 2022, by and among Vision, NC (“Contractor”), and the Town of Smithfield (“Town”).

RECITALS:

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

AGREEMENT:

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

1. **Miscellaneous:**

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

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

Greg Siler, Town Budget Officer

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

Town:

By: _____
Michael. L. Scott, Town manager

CONTRACTOR: _____

By: _____

Business Name: _____

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the **Town of Smithfield** (hereinafter referred to as “Town”), and **Vision, NC** (hereinafter referred to as “Contractor”), which contract is dated **April 11, 2022**.

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

I. **Background/Purpose (Why):** The purpose and intent of this request is to establish a contract with Vision, NC to perform sewer line cleaning & videoing services in conjunction with the sanitary sewer AIA grant, received by the Town of Smithfield in 2021. These services are needed to ascertain the physical condition of the existing sewer outfall behind Rose Manor subdivision in Smithfield, NC.

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

III. **Work/Requirements (What and Where):** In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed along the identified sanitary sewer outfall in Smithfield, NC.

IV. **Schedules/Timelines (When):** The Contractor shall proceed with cleaning & videoing services once the contract is executed and will have finished operations by June 30, 2022.

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 the Town 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 **MUST** reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a lump sum rate not to exceed **\$ 22,400.00**; in accordance with the attached proposal, provided by the contractor.



Request for Town Council Action

Consent
Agenda
Item:
Date: 04/05/2022
Award of
Contract

Subject: Award of Contract for Meter Reading Services

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

To **collect data from the electric meters and water meters in the Town's utility service** area, the Town wishes to employ a private company to perform this service.

Financial Impact

This expense was included as part of the approved Electric Fund budget in the FY 2021-2022 budget year. The increase is \$0.05 per read; however due to the onset of automatic readings through **the Town's** AMI system; even with the price increase, a net savings will be realized by an average of ~\$3,000 per month.

Action Needed

Approve the proposed contract with the selected contractor

Recommendation

Staff recommends the approval of the proposed contract and allow the Town manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Contract with The Low Bidder
3. Proposed Scope of Services for the Contractor
4. **Contractor's Proposal**



Staff Report

Consent
Agenda
Item: Award of
Contract

As the Town reduces the dependence of contracted staff to read electric and water meters, the selected contractor needs signed documentation to continue to operate. As such, the submitted proposal details how their pricing structure will be invoiced, as their presence is reduced. The contracted staff is still required, as there is still need to read water meters throughout Town. It is anticipated that the need for electric meter reads by contracted staff will be phased out by the end of the 2022 calendar year. The selected contractor is currently employed by the Town and the contracted staff already knows the billing routes and has **software that is compatible with the Town's billing software.**

Electric readings began to be automatically read in March of 2022, with a savings of ~2,000 readings, or ~\$3,300, per month. As additional, automatic readings are captured, the savings is anticipated to be ~4,500 monthly, or ~\$7,425, by the end of the 2022 calendar year.

Staff is asking the Council to authorize the Town Manager to execute the contract for the proposed Meter Reading Services.



Ted LaVenture
Director of Operations

October 20, 2021

Mr. Jay Godwin
City of Smithfield
P.O. Box 761
Smithfield, NC 27577

Dear Mr. Godwin:

Grid One Solutions, Inc. appreciates the opportunity to submit the following one-year extension to the City of Smithfield. As you know in my letter dated June 21, 2021 our contract was about to expire at the end of June 2021. We have remained patient as the city evaluates it's current situation however we must have an answer by close of business Friday August 27th on the City's intent to renew the contract based on the proposal below or if the intent is to go in another direction.

Our commitment is to continue to provide you with the highest standards of service in the meter reading industry. Meeting your customer's expectations is our top priority. Our primary objective is to assure our employees safety and provide you with accurate and on-time meter reading.

As you know we have extended our pricing from 2018 to our current contract and unfortunately, we cannot afford to do so for a fourth year. I hope you find this a reasonable request and in line with the current business environment we all find ourselves working in today.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Ted LaVenture".

Ted LaVenture
Director of Operations
Grid One Solutions
tlaventure@asplundh.com
727-244-3417



Pricing Proposal

Contract Term: July 1, 2021 – June 30, 2022

Current

Above 9,500 reads per month	\$1.52
Below 9,500 reads per month	\$1.60

Revised Pricing Proposal

Above 9,500 reads per month	\$1.57
Below 9,500 reads per month	\$1.65

At the time the meters read drops below the 9,000-meter volume we would work in good faith with the City of Smithfield, NC to reduce staffing when applicable and implement the hourly rate below until a stable monthly meter count can be established and a new per meter rate can be agreed upon.

Straight Time	\$32.86
Overtime	\$44.36

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of April, 2022, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as “TOWN”), and Grid One Solutions, LLC a New York limited liability company duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

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

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

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

- 2. TERM OF CONTRACT.** The Term of this contract for services is from April 6, 2022 to June 30, 2023 unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed One and 65/100 dollars per read for meter counts below 9,500 per month, OR One and 57/100 per read of meter counts 9,501 and above per month (\$ 1.65, or \$ 1.57) 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. TOWN agrees to pay CONTRACTOR within thirty (30) days of the itemized invoice for Services performed.
- 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.** CONTRACTOR shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) to the proportionate extent such is caused by CONTRACTOR’s performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract

or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

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

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

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

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

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

1. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or
2. 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. Upon Termination, CONTRACTOR shall submit an itemized final invoice to TOWN for any Services performed for which it has not been paid. If the Termination was for the convenience of the TOWN, CONTRACTOR shall also be paid its reasonable expenses incurred to comply with the termination

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

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

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

CONTRACTOR
ATTN: GRID ONE SOLUTIONS, LLC
700 TURNER WAY, SUITE 205
Aston, PA 19014

- 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 for a period of two (2) years after performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 14. TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 15. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 16. ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between TOWN and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

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

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

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

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

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Gregory D. Siler, Town of Smithfield Chief Financial Officer

GRID ONE SOLUTIONS, LLC

By: _____
Authorized Representative

Print Name: _____

Title: _____

ATTACHMENT 1” to follow

AMENDMENT TO BOILER PLATE CONTRACT

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of April 6, 2022, by and among Grid One Solutions, LLC. (“Contractor”), and the Town of Smithfield (“Town”).

RECITALS:

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

AGREEMENT:

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

1. Miscellaneous:

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

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

- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Hand-Held Meter Reading Equipment: Town will provide automated hand-held meter reading equipment to be used to gather & store meter readings which automatically will be down-loaded onto Town’s billing system. Contractor will be responsible for training of its employees required to use said meter-reading equipment. Contractor agrees to use said equipment with care in as set out in manufacturer’s suggested guidelines for use and care. Contractor shall replace any damaged (outside of normal wear and tear) or lost Town-provided equipment with the same, or equal, compatible equipment, subject to approval by the Town.
- n. Office Space and Parking: Town agrees to provide secure parking and office space for Contractor
- o. Contract Termination. The Town may terminate this contract without cause on 5 days’ notice.
- p. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Town Budget Officer

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

Town:

By: _____
Town Manager

GRID ONE SOLUTIONS, LLC,
a New York limited liability company

By: _____

Business Name: _____

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the Town of Smithfield (hereinafter referred to as “Town”), and Grid One Solutions, LLC (hereinafter referred to as “Contractor”), which contract is dated April 6, 2022 .

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 Grid One Solutions, LLC to perform meter reading services for the Town of Smithfield. This meter reading service is needed to collect usage data from both electric meters and water meters; to ensure appropriate & accurate billing data. This data is used to formulate monthly billings to all customers in the Town of Smithfield utility service area.

II. References: The following documents are incorporated herein by reference to them: The Contractor was given a project bid package. Additionally, the contractor was engaged through conversation and visited the site, to clarify site access.

III. Work/Requirements (What and Where): In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed within the Town of Smithfield utility service area.

IV. Schedules/Timelines (When): The Contractor shall proceed with meter reading services once the contract is executed and will have finished operations by June 30, 2023.

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 utility service area.

VI. Payment: Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted MUST reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a rate not to exceed \$ 1.65 per read, or \$1.57 per read ; in accordance with the submitted proposal, provided by the contractor.



Staff Report

Consent
Agenda
Item: New Hire / Vacancy Report

Background

Per Policy, upon the hiring of a new or replacement employee, the Town Manager or Department Head shall report the new/replacement hire to the Council on the Consent Agenda at the next scheduled monthly Town Council meeting.

In addition, please find the following current vacancies:

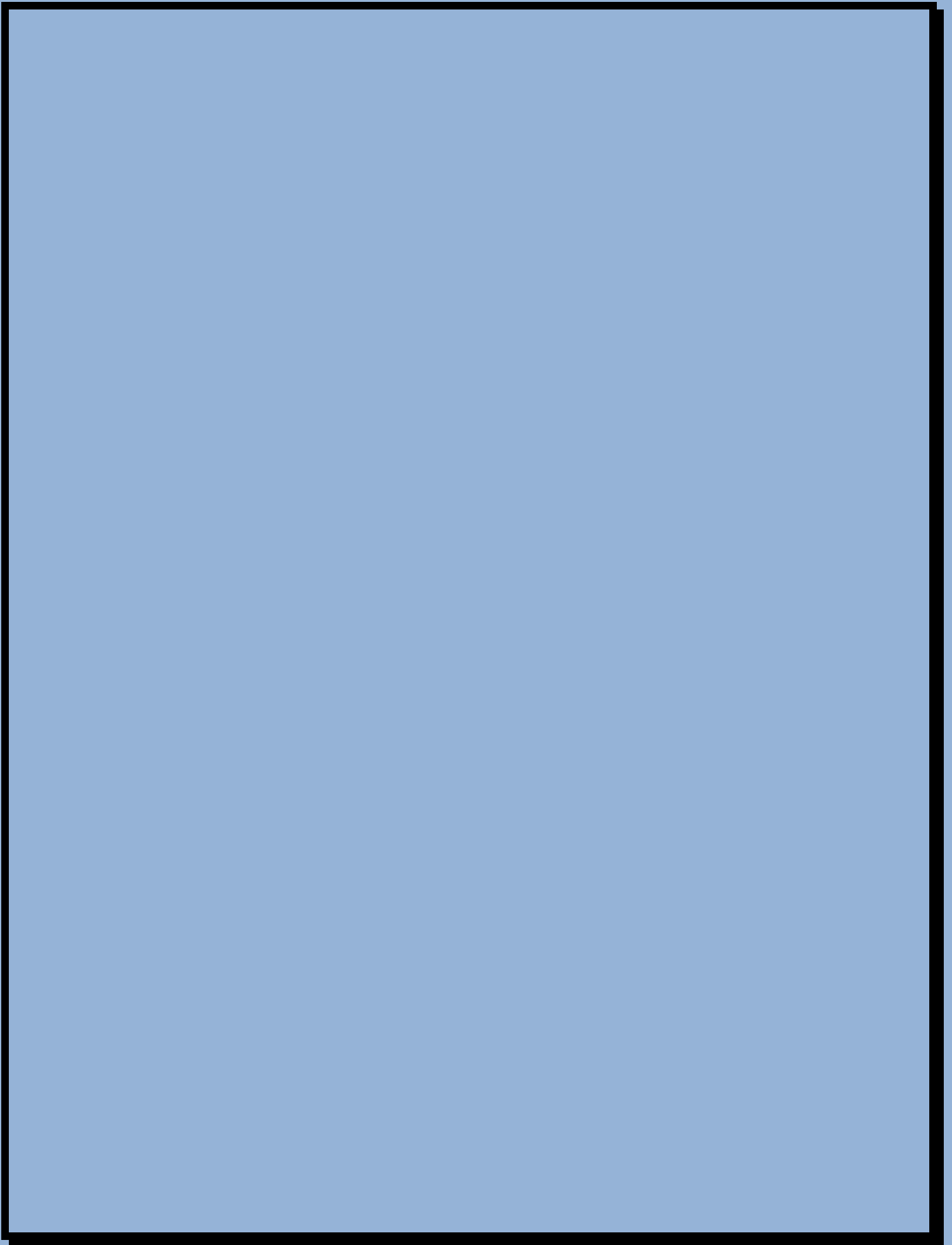
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
IT Specialist	General Government	Shared
Police Officer I/II – Patrol (3 positions)	Police	10-20-5100-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 2021-2022 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Customer Service Rep.	PU – Electric/CS	31-72-7230-5100-0200	\$16.25/hr. (\$33,800.00/yr.)
Firefighter I/II (2 positions)	Fire	10-60-6220-5100-0200	\$17.10/hr. (\$37,346.40/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$18.97/hr. (\$42,416.92/yr.)
P/T Athletics Staff (2 positions)	P&R – Recreation	10-60-6200-5300-0210	\$9.00/hr.
P/T Collections Assistant	PU – Electric/CS	31-72-7230-5100-0200	\$8.00/hr.
P/T Fitness Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
P/T SRAC Staff - General	P&R – Aquatics	10-60-6220-5100-0220	\$8.00/hr.
P/T Lifeguard	P&R – Aquatics	10-60-6220-5100-0210	\$8.00/hr.
P/T Pool Instructor (2 positions)	P&R – Aquatics	10-60-6220-5100-0230	\$10.00/hr.
Equipment Operator (2 positions)	PW – Sanitation	10-40-5800-5100-0200	\$15.48/hr. (\$32,198.40/yr.)
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$16.25/hr. (\$33,800.00/yr.)

Business Items





Request for Town Council Action

Business Agenda Item: Date:	Concrete For Station 1 04/05/2022
--------------------------------------	--

Subject: Concrete Station 1 Parking Lot
Department: Fire Department
Presented by: Fire Chief - Michael Brown
Presentation: Business Agenda Item

Issue Statement

Station One's parking lot needs to be overhauled due to fuel tanks being removed and degrading asphalt.

Financial Impact

We are over budget by \$6,400.00 We have \$25,000 left in the Fire Capital line item 10-20-5300-5700-7400. The remaining \$6400 could come from the General Fund Contingency

Amount of Bid Contract: \$31,349.00

Action Needed

Approve bid for work to be completed

Recommendation

Approve bid to James Paul Edwards

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Bid Proposals



Staff Report

Business
Agenda
Item:

Concrete
for
Station
1

Fuel tanks that were removed in March were filled with crush and run until budget allowed for completing the whole parking lot project that was a carry over from last year. Currently we have \$25,000 left in the Fire Departments Capital budget which can be used for this project. We will be over budget by \$6,400.00 which could come out of the General Fund Contingency Line.

The total project is \$31,349.00. We are asking that the bid be awarded to James Paul Edwards.

JAMES PAUL EDWARDS, INC.
PO BOX 2307
SMITHFIELD, NC 27577
919-934-0518

SALES PROPOSAL REVISED

To: Smithfield Fire Department

DATE: 03/09/2022

PROJECT: Smithfield Fire Department

Subject: Remove Asphalt and Replace with Concrete

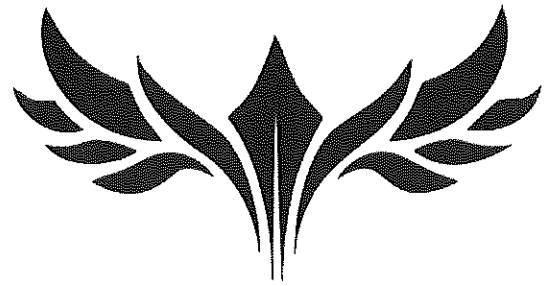
A. Excavate to subgrade	\$ 3,266.00
B. Form, furnish and place 7" concrete	26,083.00
Total Sales Proposal	\$ 29,349.00
REVISED: Increase due to concrete & petroleum price increase	\$ 2,000.00
TOTAL REVISED SALES PROPOSAL:	\$ 31,349.00

Note: Removal tank and backfill by others

In lieu of concrete place 8" stone base and 3" asphalt \$26,976.00

J. P. Edwards, Jr.
President

Elite Concrete, LLC
 PO Box 447
 Wilsons Mills, NC 27593
 984-218-6600
 johnsalas2008@gmail.com



Estimate

ADDRESS

Michael Brown
 SmithField Fire Department
 111 S 4th St
 Smithfield, NC 27577 US

ESTIMATE # 1020
DATE 01/24/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/24/2022	Extra	Breaking and Replacing Concrete Sections wit 8" Concrete	581	23.25	13,508.25
01/24/2022	ABC Stone per ton	Load	80	38.00	3,040.00
01/24/2022	Replace Curb w/Hauling	LnFt	150	52.00	7,800.00
01/24/2022	Extra	Breaking and Replacing Asphalt with 8" Concrete	2,674	23.25	62,170.50

ABC stone for Concrete base up to 4 loads
 Line items include all equipment, labor, materials and concrete haul off Final measurements will be take before starting project

TOTAL \$86,518.75

Accepted By

Accepted Date



Request for Town Council Action

Business
Agenda
Item:
Date:

Insurance
and
Benefits
Broker
04/05/2022

Subject: Selection of Employee Insurance and Benefits Broker

Department: General Government

Presented by: HR Director - Tim Kerigan

Presentation: Business Agenda Item

Issue Statement

Staff recently issued a Request for **Proposals for brokerage of employees' primary and optional insurances**. The Town currently uses one broker for primary health insurance **and a different broker for all ancillary/elective insurances**. **Staff's goal is to have one broker for all insurance offerings**, in addition to providing an online, self-service portal for more convenient access for our employees.

Financial Impact

No change on financial impact to the Town or the Town employees. All brokers receive commissions from each of the insurance vendors similarly. Primary insurance premiums change with vendors based on historical claims data.

Action Needed

Approval of Mark III as Broker of Record for primary and optional insurance benefits.

Recommendation

Staff recommends the approval of Mark III as Broker of Record for primary and optional insurance benefits.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Business
Agenda
Item: Insurance
and Benefits
Broker

Staff recently issued a Request for Proposals for brokerage of employees' primary and optional insurances. The Town currently uses one broker for primary health insurance and a different broker for all optional insurances.

Staff's goal is to have one broker for all insurance offerings, in addition to providing an online, self-service portal for more convenient access for our employees (which we currently do not have).

There would be no foreseeable change on financial impact to the Town or the Town employees. All brokers reviewed appear to receive commissions from each of the insurance vendors similarly. Primary insurance premiums change with vendors based on historical claims data. If anything, there would be a positive impact due to having one broker rather than two, where they would have greater buying power and greater incentive for retention of business.

Staff feels that by utilizing the services of one broker rather than two, we will have greater continuity of services, less confusion for employees and better use of staff time/resources.

We received three proposals during this process. One was not able to provide primary insurance offerings. The other two were able to provide very similar service, which do not affect pricing. We already utilize Mark III for primary insurance, dental insurance, vision rider and flexible spending program. Staff is confident in their servicing and support.

Staff recommends the approval of Mark III as Broker of Record for primary and optional insurance benefits.



Request for Town Council Action

Business FY 2023
Agenda Budget
Date: 04/05/2022

Subject: FY 2023 Budget
Department: General Government
Presented by: Michael Scott, Town Manager
Presentation: Business Item

Issue Statement

The Town Council is asked to begin formal deliberations and discussions regarding the completion of an annual budget for FY 2022-23. This process is intended to be completed in June of 2022, when a **Public Hearing** will be held. Council meetings may be recessed to a date and time certain to complete this process.

Financial Impact

N/A

Action Needed

Recess 4/5/22 meeting to a date and time certain to continue budget discussions and workshops.

Recommendation

Recess the 4/5/22 meeting to continue budget discussions and workshops.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



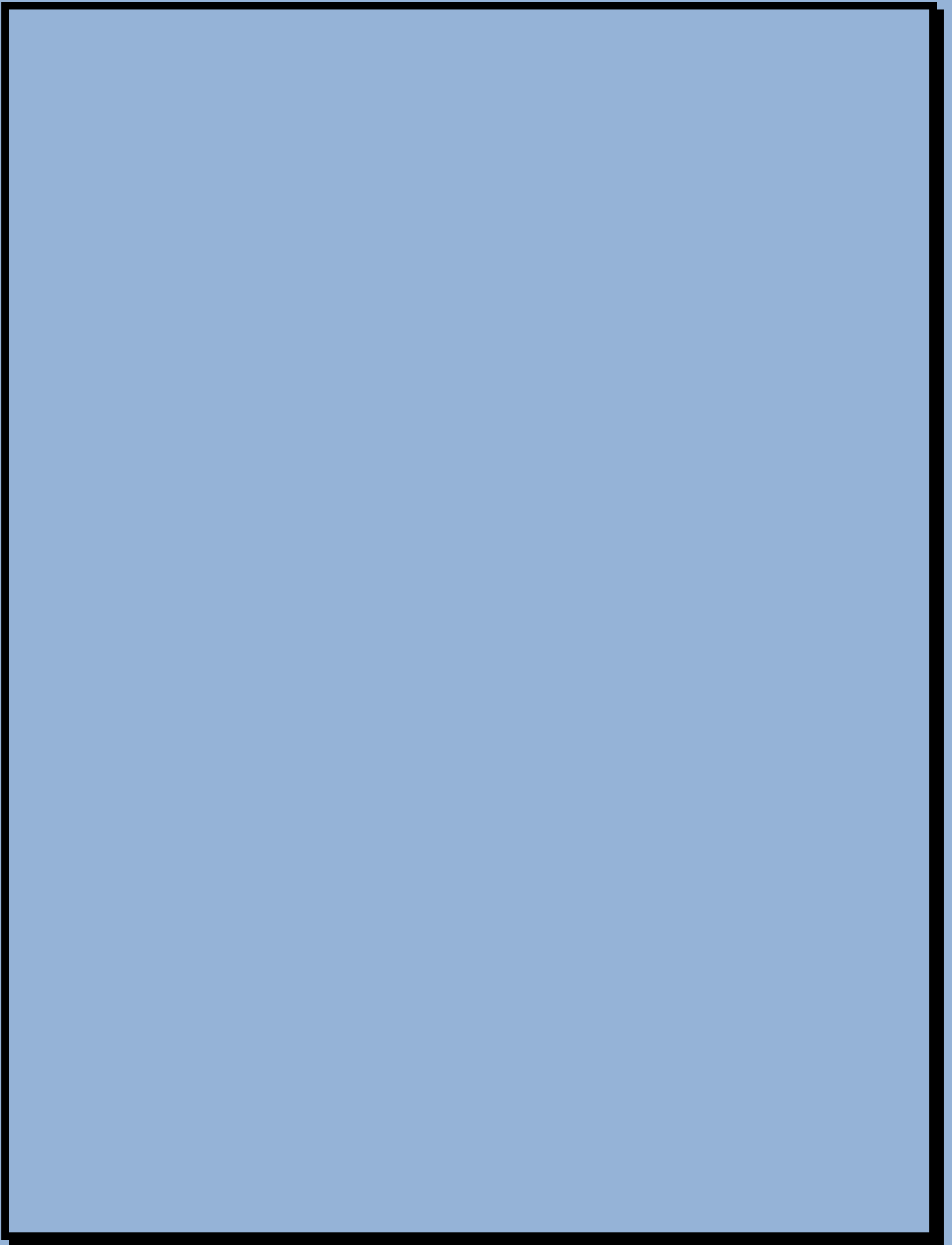
STAFF REPORT

Business FY 2023
Agenda Budget
Date: 04/05/2022

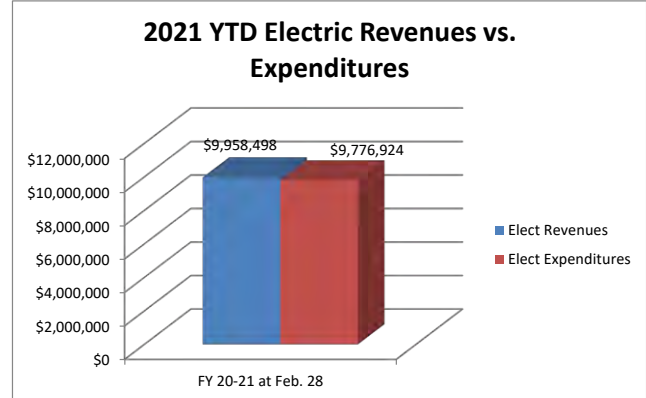
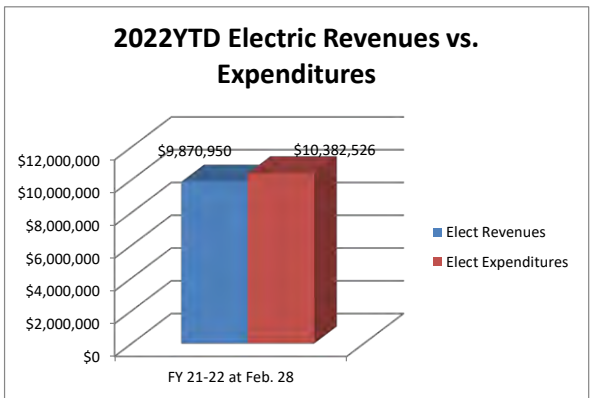
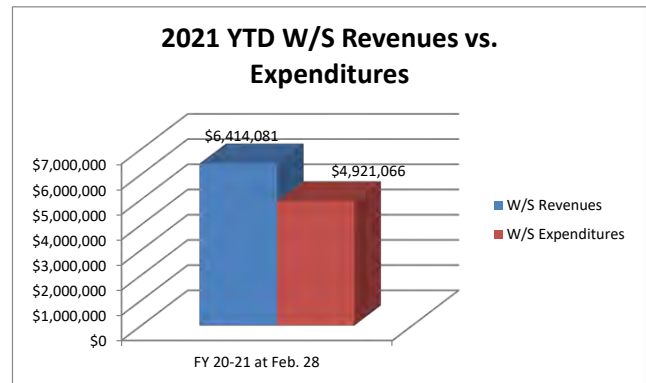
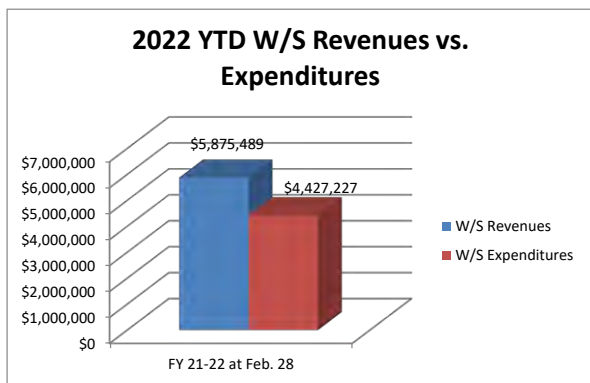
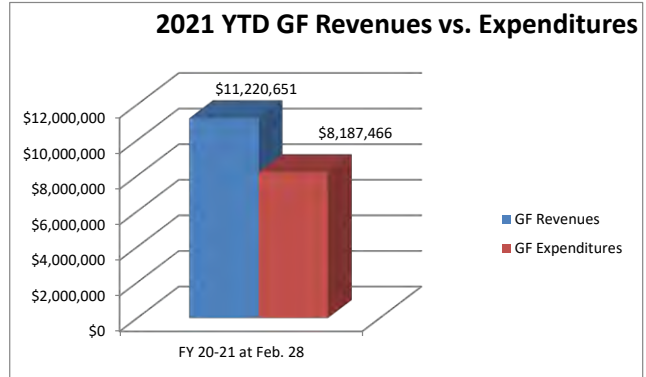
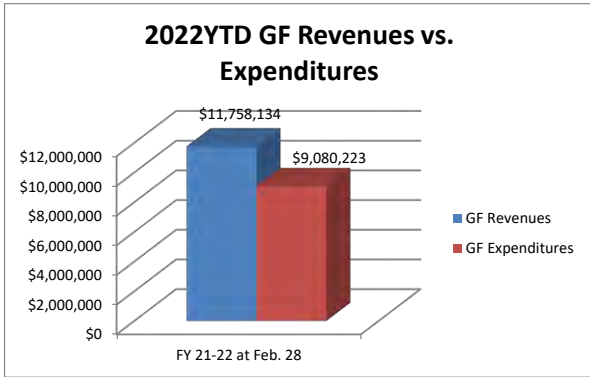
The Town Council will be provided a Draft Budget Document at the April 5th meeting for discussion purposes. The Council is asked to begin budget workshops to determine fund allocations for FY 2022-2023. **The Draft budget should not be confused with the Manager's Proposed Budget**, which will be completed following several budget workshops and discussions with the Council. The Draft Budget merely is a frame work to begin budget discussions.

This item is placed on the agenda in order that the Town Council may recess the April 5, 2022 meeting to a future date and time certain to begin formal budget discussions and decisions.

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
February 28, 2022
Gauge: 8/12 or 66.70 Percent

66.70%

GENERAL FUND

Revenues	Frequency	Actual to Date	Budget	Actual to Date	YTD %
		FY '20-21	FY '21-22	FY '21-22	Collected
Current & Prior Year Property Taxes	Monthly	\$ 6,405,029	\$ 6,468,800	\$ 6,536,171	101.04%
Motor Vehicle Taxes	Monthly	459,956	590,000	531,955	90.16%
Utility Franchise Taxes	Quarterly	478,305	975,000	476,600	48.88%
Local Option Sales Taxes	Monthly	1,455,220	2,710,000	1,696,010	62.58%
Aquatic and Other Recreation	Monthly	116,933	396,500	409,024	103.16%
Sanitation (Includes Penalties)	Monthly	815,429	1,467,264	901,911	61.47%
Grants		465,819	239,050	133,722	55.94%
All Other Revenues		1,023,960	1,350,549	1,072,742	79.43%
Loan Proceeds			-		#DIV/0!
Transfers (Electric and Fire Dist.)		-	388,190	-	0.00%
Fund Balance Appropriated		-	1,443,772	-	0.00%
Total		\$ 11,220,651	\$ 16,029,125	\$ 11,758,134	73.35%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
General Gov.-Governing Body	\$ 291,023	\$ 540,555	\$ 303,472	56.14%
Non Departmental	513,470	916,245	599,179	65.40%
Debt Service	912,189	884,114	853,357	96.52%
Finance	65,619	153,973	82,006	53.26%
Planning	183,551	370,810	187,057	50.45%
Police	2,260,283	4,534,747	2,457,515	54.19%
Fire	1,339,051	2,278,585	1,330,267	58.38%
EMS	5,124	-	-	#DIV/0!
General Services/Public Works	345,557	666,613	364,980	54.75%
Streets	297,981	849,242	256,506	30.20%
Motor Pool/Garage	61,972	153,738	86,096	56.00%
Powell Bill	32,318	547,312	307,986	56.27%
Sanitation	926,470	1,507,540	999,638	66.31%
Stormwater	-	106,911	56,171	52.54%
Parks and Rec	413,263	1,136,905	554,408	48.76%
SRAC	526,224	1,049,437	606,603	57.80%
Sarah Yard Center	13,371	58,874	34,983	59.42%
Contingency	-	273,524	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ 8,187,466	\$ 16,029,125	\$ 9,080,223	56.65%

YTD Fund Balance Increase (Decrease) - -

66.70%

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Water Charges	\$ 1,735,311	\$ 2,872,930	\$ 1,699,118	59.14%
Water Sales (Wholesale)	966,608	\$ 1,720,000	1,223,953	71.16%
Sewer Charges	2,891,534	4,600,000	2,827,397	61.47%
Penalties	36,272	52,000	34,720	66.77%
Tap Fees	18,810	23,000	11,275	49.02%
Other Revenues	765,546	123,000	79,026	64.25%
Grants	-	-	-	#DIV/0!
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	257,730	-	0.00%
Total	\$ 6,414,081	\$ 9,648,660	\$ 5,875,489	60.89%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Water Plant (Less Transfers)	\$ 1,245,222	\$ 1,933,175	\$ 1,214,644	62.83%
Water Distribution/Sewer Coll (Less Transfers)	3,287,221	5,382,963	2,823,961	52.46%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	1,472,500	-	0.00%
Debt Service	388,623	611,163	388,623	63.59%
Contingency	-	248,859	-	0.00%
Total	\$ 4,921,066	\$ 9,648,660	\$ 4,427,227	45.88%

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Electric Sales	\$ 9,736,320	\$ 16,300,000	\$ 9,692,429	59.46%
Penalties	58,971	100,000	49,934	49.93%
All Other Revenues	163,207	180,000	128,587	71.44%
Grants	-	-	-	
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	489,174	-	
Total	\$ 9,958,498	\$ 17,069,174	\$ 9,870,950	57.83%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '20-21	FY '21-22	FY '21-22	Collected
Administration/Operations	\$ 1,577,332	\$ 3,297,909	\$ 1,878,309	56.95%
Purchased Power - Non Demand	2,652,992	12,565,000	2,889,099	22.99%
Purchased Power - Demand	4,433,231	-	4,501,749	#DIV/0!
Purchased Power - Debt	770,784	-	770,784	#DIV/0!
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	30,000	-	0.00%
Contingency	-	283,679	-	0.00%
Transfers to Electric Capital Proj Fund	-	550,000	-	0.00%
Transfer to Electric Capital Reserve	-	-	-	
Transfers to General Fund	-	-	-	#DIV/0!
Total	\$ 9,776,924	\$ 17,069,174	\$ 10,382,526	60.83%

CASH AND INVESTMENTS FOR FEBRUARY

General Fund (Includes P. Bill)	16,863,169
Water and Sewer Fund	9,344,530
Electric Fund*	10,848,334
ARP Fund (20)	1,899,799
JB George Endowment (40)	132,113
Water Plant Expansion (43)	3,686,656
Booker Dairy Road Fund (44)	457,896
Capital Project Fund: Wtr/Sewer (45)	897,099
Capital Project Fund: General (46)	229,313
Capital Project Fund: Electric (47)	562,674
FEMA Acquisitions and Elevations (48)	550
CDBG Neighborhood Revitalization (49)	(10,227)
Firemen Relief Fund (50)	84,708
Fire District Fund (51)	365,932
General Capital Reserve Fund (72)	6,010
Total	<u>45,368,554</u>

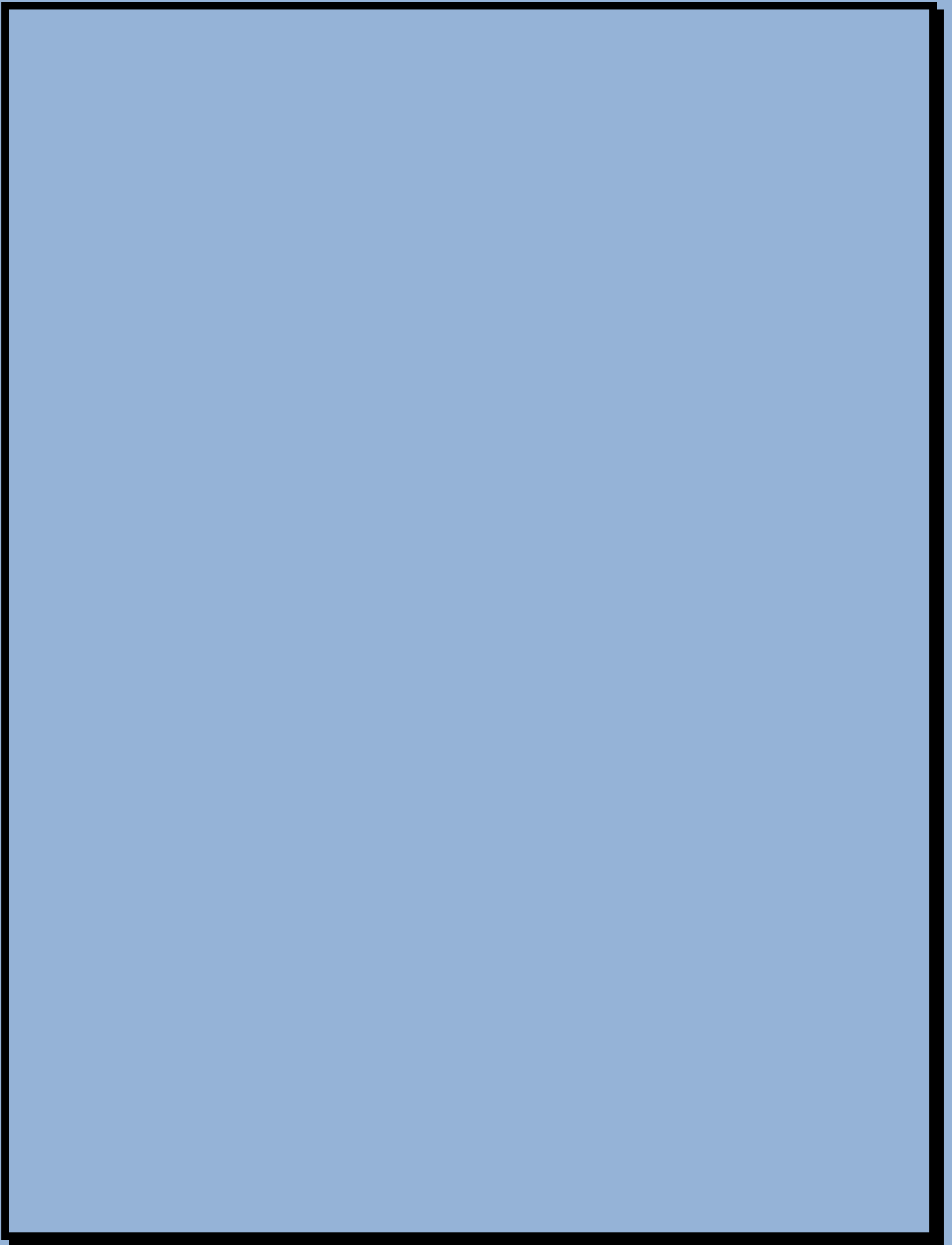
1st CITIZENS	38,001,499	0.2% (Earn
NCCMT	2,383,319	0.010%
KS BANK	3,693,601	0.25%
UNITED COMM	1,290,135	0.20%
	<u>\$ 45,368,554</u>	

*Plug

Account Balances Confirmed By Finance Director on:

3/24/2022

Department Reports





Department Report

Monthly
Economic
Development
Update

Smithfield Economic Development Activities FEB/MAR22

1. Product Development/New Company Recruitment

- Chris Johnson, Stephen Wensman, Tim, and Rocky met with Jason Simon of Wylie Capital via Zoom. Jason is a developer who is interested in the Wellons Howell property, which was a former Smithfield certified site. For various reasons the property was rezoned, but Chris continued to offer it for various requests for information from EDPNC as an industrial site. Jason stated that he is interested in the property for the construction of spec buildings. His company would construct the facilities and market them, asking basically nothing from the town beyond support with rezoning, access, and utilities. The building sizes they are contemplating are 400,000 to 500,000 square feet. The discussion centered on all the aspects that would have to be addressed to move the project forward. They included rezoning of the property, extension of utility lines, and road access. Problems and solutions were discussed for the utility extensions, particularly the sewer lines, road access, and rezoning. (Note from Rocky-Stephen and Tim did an excellent job answering Jason's questions and presenting a business-friendly attitude to facilitate this great opportunity.) Next steps were identified which included:
 - Stephen will reach out to DOT to determine the requirements for road access that will allow both right and left turn ingress and egress
 - Stephen will provide Jason with utility maps
 - Contact will be made to determine if the timeline for the sewer line upgrades could be accelerated, with Jason offering to partner with the cost

This could be a wonderful partnership, as most developers come in asking the local government to cover most, if not all costs of utility development. Further the size buildings being contemplated could be a substantial job creator and represent a large capital investment.

- Chris, Stephen, Tim, and Rocky met with Ted Credle to get his input on the potential Wylie Capital project and an update on Amazon's progress. Ted was

positive about the Wylie Capital project and offered numerous suggestions on the sewer service and road access. Amazon – the gas line is being constructed, but there has been a delay, which will likely cause a delay in the facility opening.

- Chris, Stephen, Tim, and Rocky held their monthly economic development meeting.
 - Fire Chief Michael Brown joined the meeting and gave an update of his meetings with Samet on the Amazon project. There is an issue with Samet wanting to split the permit with Honeywell, which is installing the sprinkler system. Chief Brown explain the steps to make that happen and stated that he had informed Samet and Honeywell.
 - There is a desire to develop, for industrial purposes, a tract of land adjacent the Johnston County Airport runway. Highway access, sewer access and fire protection were discussed for the property.
 - An update on the Wellons Howell prospect (Wylie Capital) was given that centered on sewer easements and rights of way for road access.
 - Property on the east side of I95 was discussed and Chris noted that there were several tracts that would be good for industrial development. He asked what the town’s vision was for those properties. He stated that he is contacted regularly by industrial developers about those and other properties. There will be further discussion about those properties east of I95 among town staff and they will seek guidance on steps forward.

2. **Business Retention and Expansion (BRE)-** Johnston Community College

Tim and Stephen met with Dr. David Johnston and the college CFO to discuss an easement across the college campus for the Walking trail. The process is that the request will be taken before the board of trustees for approval.



FINANCE DEPARTMENTAL REPORT FOR FEBURARY, 2022

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

Daily Collections/Property Taxes/Other.....	\$ 3,387,340
Franchise Tax.....	0
Sales & Use Tax.....	299,498
Powel Bill.....	0
Total Revenue	\$3,686,838

Expenditures: General, Water, and Electric.....\$2,794,989

FINANCE:

- Compiled and submitted monthly retirement report on 2/28/2022
- Issued 57 purchase orders
- Processed 726 vendor invoices for payment and issued 397 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 2/4 and 02/18/2022
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$840 in grass cutting invoices. Total collected to date is \$9,496
- Processed 12 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$670.50 (EMS: \$0; SRAC: \$0; Utility: \$607.50; and Other: \$0)
- Penn Credit - Bad Debt Collections, beginning year-to-date total \$15,167.34
- Invoiced 1 grave opening for a total of \$700.
- Invoiced Johnston Community College for Police Security
- Earned \$1,493.63 in interest from FCB and paid 0 in fees on the central depository account
- Paid \$8,287.97 in credit/debit card fees, but received \$7,179 (31-72-3550-3520-0002) in convenience fees (Reporting month billed, not month paid)

FINANCE DIRECTOR

- Attended Department Head Meetings on Feb. 15 and 28, 2022
- Attended Council meeting on Feb. 01, 2022
- Attended and prepared financials for Firemen Relief Board Meeting on Feb. 8, 2022
- Reconciled January's bank statement for Central Depository Account week of Feb. 14th, 2022
- Prepared lease agreements spreadsheet for upcoming GASB 87 Reporting
- Spot checked February's payroll as new payroll clerk performed payroll function
- Attended NCCMT zoom meeting on Feb. 23, 2022
- Held Finance Dept Staff Meeting on Feb. 28, 2022



Planning Department Development Report

Friday, March 25, 2022

Project Name: Airport Industrial Park lot 7

Request: Contractor Office with outdoor storage yard

Location 9541 Industrial Drive

Tax ID#: 15J08017K PIN#: 168509-05-1257

Project Status In First Review

Notes: staff review of officie use with screened storage yard

Site Plan 2022-03

Submittal Date: 3/25/2022

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: Take 5 Oil Change

Request: Retail oil change service center

Location 1307 North Brightleaf Boulevard

Tax ID#: 14074019 PIN#: 260411-55-6272

Project Status In First Review

Notes: Satff review of retail oil change service center

Site Plan 2022-02

Submittal Date: 3/11/2022

Planning Board Review:

Board of Adjustment Review:

Town Council Hearing Date:

Approval Date:

Project Name: Roger Stanley Property

Request: B-3 to R-8

Location East Edgerton Street

Tax ID#: 15099030 PIN#: 260413-02-1588

Project Status In First Review

Notes: Rezone 15006008, 15099030 and a portion of 15006006 and 15006004.

Map Amendment 2022-01

Submittal Date: 3/4/2022

Planning Board Review: 4/7/2022

Board of Adjustment Review:

Town Council Hearing Date: 5/2/2022

Approval Date:

Project Name: Henry Howley Property

Request: B-2 to R-20A

Location 2222 NC 210 Highway

Tax ID#: 15I09015M PIN#: 167400-91-3786

Project Status In First Review

Notes:

Map Amendment 2022-02

Submittal Date: 3/4/2022

Planning Board Review: 4/7/2022

Board of Adjustment Review:

Town Council Hearing Date: 5/2/2022

Approval Date:

Project Name: **Floyd's Landing**
 Request: 598 residential units on 698 acres
 Location 2001 US Hwy 70 We
 Tax ID#: 15078012 PIN#: 168500-73-3381
 Project Status **In First Review**
 Notes: Preliminary subdivision approval requested

Subdivision 2022-02	
Submittal Date:	3/4/2022
Planning Board Review:	4/7/2022
Board of Adjustment Review:	
Town Council Hearing Date:	5/2/2022
Approval Date:	

Project Name: **Foster Commons**
 Request: 50 Unit Apartment Building
 Location South Brightleaf Boulevard
 Tax ID#: 15041020A PIN#: 169306-47-6832
 Project Status **In First Review**
 Notes:

Conditional Zoning 2022-01	
Submittal Date:	2/4/2022
Planning Board Review:	3/3/2022
Board of Adjustment Review:	
Town Council Hearing Date:	4/5/2022
Approval Date:	

Project Name: **Franklin Towns**
 Request: Preliminary Sub'd for 134 townhouses on 15.9 acers
 Location Wilson's Mills Road
 Tax ID#: 15083049E PIN#: 169406-29-7604
 Project Status **Approved**
 Notes: construction plans in staff review

Subdivision 2022-01	
Submittal Date:	1/7/2022
Planning Board Review:	2/4/2022
Board of Adjustment Review:	
Town Council Hearing Date:	3/1/2022
Approval Date:	

Project Name: **Advancetech**
 Request: 98,280 sq ft manufacturing facility / warehouse
 Location 3900 West US 70 Business Highway
 Tax ID#: 17J08001D PIN#: 168618-20-5729
 Project Status **Second Review Complete**
 Notes: submitted for staff review and approval

Site Plan 2021-19	
Submittal Date:	10/4/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Twin Creeks Phase 2A**
Request: Revised Preliminary Subdivision
Location Black Creek Road
Tax ID#: 15I09037B PIN#: 167300-47-6254
Project Status **Second Review Complete**

Notes: Under Construction

Subdivision 2021-06	
Submittal Date:	10/1/2021
Planning Board Review:	12/2/2021
Board of Adjustment Review:	
Town Council Hearing Date:	1/4/2022
Approval Date:	

Project Name: **The Insurance Shoppe**
Request: 4,900 sq ft free standing office
Location 131 Kellie Drive
Tax ID#: 14075021S PIN#: 260405-09-8296
Project Status **Approved**

Notes: Under Construction

Site Plan 2021-18	
Submittal Date:	10/1/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **ALA Johnston Charter School**
Request: Site plan approval
Location West US 70 Highway
Tax ID#: 17J08004 PIN#: 168505-19-8748
Project Status **Approved**

Notes: Under Construction

Site Plan 2021-18	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **JNX Corporate Hangers**
Request: Parking and stormwater improvements
Location 3146 Swift Creek Road
Tax ID#: 15079017D PIN#: 168500-12-1015
Project Status **First Review Complete**

Notes: revised plan never submitted

Site Plan 2021-17	
Submittal Date:	9/17/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Smithfied PD expansion**
 Request: Addition to existing facility
 Location 110 South Fifth Street
 Tax ID#: 15025048 PIN#: 169419-50-2949
 Project Status **Approved**
 Notes: Under Construction

Conditional Zoning 2021-05	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/9/2021
Approval Date:	

Project Name: **Smithfield's Chichen N Bar-B-Q**
 Request: New Restaurant at the Applebees location
 Location 1240 North Brightleaf Boulevard
 Tax ID#: 14074013H PIN#: 260414-44-4401
 Project Status **Approved**
 Notes: Under Construction / staff approved

Site Plan 2021-14	
Submittal Date:	5/26/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/20/2021

Project Name: **Project XD**
 Request: 629,215 square foot warehouse
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In third Review**
 Notes: Under Construction / Not yet permitted

Site Plan 2021-07	
Submittal Date:	4/21/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **WSBP Infrastructure**
 Request: Utility Extension
 Location 2110 US70 East Highway
 Tax ID#: 15078011 PIN#: 168500-63-4559
 Project Status **In third Review**
 Notes: Under Construction / Not yet permitted

Site Plan 2021-08	
Submittal Date:	4/21/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **JNX Fuel Farm**
 Request: All new fueling station with above ground tanks
 Location 3149 Swift Creek Road
 Tax ID#: 15079017D PIN#: 168500-12-1015
 Project Status **Approved**
 Notes: construction not yet begun / staff approved

Site Plan 2021-12	
Submittal Date:	4/14/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/11/2021

Project Name: **Smithfield Living Facility**
 Request: 83 Unit Assisted Living Facility
 Location Kellie Drive
 Tax ID#: 14075022D PIN#: 260405-09-8645
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-07	
Submittal Date:	6/5/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/10/2020

Project Name: **JCC Engineering Building**
 Request: 46,365 square foot educational facility
 Location 245 College Road
 Tax ID#: 15K10199F PIN#: 159308-87-5887
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-06	
Submittal Date:	5/19/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	8/24/2020

Project Name: **Tru Hotel**
 Request: 4 Story Hotel
 Location 167 South Equity Drive
 Tax ID#: 15008046c PIN#: 260417-10-4438
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-04	
Submittal Date:	4/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/1/2020

Project Name: **Johnston County Detention Center**
 Request: Site Plan Approval
 Location 1071 Yelverton Grov Road
 Tax ID#: 15L11011 PIN#: 260300-67-6920
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2020-02	
Submittal Date:	2/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	7/14/2020

Project Name: **Johnston Animal Hospital**
 Request: Free Standing Facility
 Location 826 North Brightleaf Boulevard
 Tax ID#: 15005038 PIN#: 260413-02-5950
 Project Status **Approved**
 Notes: Final Site Approval Imminent

Site Plan 2020-01	
Submittal Date:	1/7/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/24/2020

Project Name: **Kamdon Ranch**
 Request: 110 Lot Division
 Location Swift Creek Road
 Tax ID#: 15108020 PIN#: 167400-55-9495
 Project Status **Approved**
 Notes: Phase 2 under construction

Subdivision 2019-02	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	6/27/2019



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

Permit Issued for February 2022

		Permit Fees	Permits Issued
Zoning	Land Use	\$750.00	8
Site Plan	Minor Site Plan	\$175.00	7
Zoning	Sign	\$300.00	6
	Report Period	\$1,225.00	21
	Fiscal YTD Total:	\$10,630.00	161

Z22-000022	Zoning	Sign	Harpers Flea Market	1410 S Brightleaf Blvd
Z22-000016	Zoning	Sign	Tarheel Paper & Supply	1689 S Brightleaf Blvd
Z22-000023	Zoning	Sign	Scooter's Coffee	701 N Brightleaf Blvd
Z22-000015	Zoning	Sign	Johnston County Public Safety Sign	2879 US 70 BUS Hwy E
Z22-000006	Zoning	Land Use	Parrish Tire Company	2816 S Brightleaf Blvd
Z22-000011	Zoning	Land Use	Botanas San Luis, LLC Food Truck	826 S Third St
Z22-000012	Zoning	Land Use	Class B Manufactured Home	1788 Cleveland Rd
Z22-000013	Zoning	Land Use	Arby's	1720 East Market St
SP22-000007	Site Plan	Minor Site Plan	Single Family Dwelling	176 Olive Branch Dr
SP22-000008	Site Plan	Minor Site Plan	Single Family Dwelling	22 Retreat Run
SP22-000009	Site Plan	Minor Site Plan	Single Family Dwelling	821 Martin St
Z22-000014	Zoning	Land Use	Hamrick & Galanis, PLLC, AAL	309 S Fourth St
Z22-000024	Zoning	Sign	Hamrick & Galanis, PPLC	309 S Fourth St
SP22-000010	Site Plan	Minor Site Plan	Storage Shed	609 S First St
SP22-000011	Site Plan	Minor Site Plan	Single Family Dwelling	122 Olive Branch Dr
SP22-000012	Site Plan	Minor Site Plan	Single Family Dwelling	136 Olive Branch Dr
Z22-000018	Zoning	Land Use	BC Designs, Inc.	204 N Brightleaf Blvd
Z22-000019	Zoning	Land Use	Pet Grooming	47 White Oak Dr
Z22-000020	Zoning	Land Use	Change in Ownership	515 S Brightleaf Blvd
Z22-000021	Zoning	Sign	Lemus Tire	515 S Brightleaf Blvd
SP22-000017	Site Plan	Minor Site Plan	Two Family Dwelling	113 & 115 S Fifth St



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING Feb. 28, 2022**

I. STATISTICAL SECTION

Month Ending Feb. 28, 2022	Feb 2022	Feb 2021	Total 2022	Total 2021	YTD Difference
Calls for Service	1983	1500	3985	3026	959
Incident Reports Completed	135	124	244	237	7
Cases Closed	100	84	175	170	5
Accident Reports	74	59	144	117	27
Arrest Reports	99	84	167	153	14
Burglaries Reported	5	8	8	15	-7
Drug Charges	20	25	41	39	2
DWI Charges	9	6	12	10	2
Citations Issued	302	243	585	478	107
Speeding	114	82	242	145	97
No Operator License	68	47	120	100	20
Registration Violations	42	33	76	68	8

II. PERSONNEL UPDATE

The police department is currently short 4 sworn officer positions. Two officers are currently in BLET and will graduate in May. Have two administrative supervisors on light duty due to surgeries.

III. MISCELLANEOUS

Mandatory in-service training was continued in February. Most of the agency's training is being done online. The Police Department continues to assist with Drive by Birthday Parades. Community events are slowly beginning to increase due to the Covid restrictions being lifted. Officer Alex Watts was selected by members of the department as Officer of the year for 2021.

REPORTED UCR OFFENSES FOR THE MONTH OF FEBRUARY 2022

PART I CRIMES	February 2021	February 2022	+/-	Percent Changed	Year-To-Date 2021	Year-To-Date 2022	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	0	1	1	N.C.
ROBBERY	0	0	0	N.C.	0	0	0	N.C.
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	0	0	0	N.C.	0	0	0	N.C.
ASSAULT	0	12	12	N.C.	3	16	13	433%
* VIOLENT *	0	12	12	N.C.	3	17	14	467%
BURGLARY	7	4	-3	-43%	13	7	-6	-46%
Residential	5	3	-2	-40%	11	5	-6	-55%
Non-Resident.	2	1	-1	-50%	2	2	0	0%
LARCENY	24	40	16	67%	52	71	19	37%
AUTO THEFT	1	2	1	100%	5	7	2	40%
ARSON	0	1	1	N.C.	2	1	-1	-50%
* PROPERTY *	32	47	15	47%	72	86	14	19%
PART I TOTAL:	32	59	27	84%	75	103	28	37%
PART II CRIMES								
Drug	24	24	0	0%	36	48	12	33%
Assault Simple	11	12	1	9%	21	17	-4	-19%
Forgery/Counterfeit	2	1	-1	-50%	5	3	-2	-40%
Fraud	6	7	1	17%	12	18	6	50%
Embezzlement	0	0	0	N.C.	0	0	0	N.C.
Stolen Property	0	1	1	N.C.	1	1	0	0%
Vandalism	6	9	3	50%	12	13	1	8%
Weapons	1	0	-1	-100%	2	1	-1	-50%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	0	-1	-100%	2	1	-1	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	5	8	3	60%	9	10	1	11%
Liquor Law Violation	0	0	0	N.C.	7	0	-7	-100%
Disorderly Conduct	0	2	2	N.C.	0	3	3	N.C.
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	0	0	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	24	18	-6	-25%	35	33	-2	-6%
PART II TOTAL:	80	82	2	3%	142	148	6	4%
GRAND TOTAL:	112	141	29	26%	217	251	34	16%

N.C. = Not Calculable



Town of Smithfield
Fire Department
March 2022

I. Statistical Section

March

Confirmed Structure Fires	7
EMS Responses	121
Misc./Other Calls	24
Mutual Aid Calls	10
TOTAL EMERGENCY RESPONSES	181

March YTD

Fire Inspections/Compliance Inspections	19	44
Public Fire Education Programs	1	4
# Of Children Educated	51	51
# Of Adults Educated	12	20
Plans Review Construction/Renovation Projects	16	35
Fire Department Permits reviewed	10	36
Fire Related Injuries & Deaths	0	0
# Of Civilian Injuries	0	0
# Of Civilian Deaths	0	0

II. Major Revenues

March YTD

Inspections	\$150.00	\$250.00
Fire Recovery USA	\$396.00	\$396.00

Major Expenses for the Month:

III. Personnel Update:

- Blake Holloman moving very well on projects and making contacts.
- New hires start on April 4th. On 8 hour shifts for 4 weeks for orientation.

IV. Narrative of monthly departmental activities:

- Engine One warranty work completed, Truck One is in Denver now getting warranty work completed.
- Rescue One and Two back in service.
- Crews performing Preplans (16 completed in February)
- Had officers meeting, working on baseline to improve leadership roles and responsibilities
- Installed 5 smoke detectors.
- Squad was in service 16 of 20 shifts in February

V. Upcoming Plans

- Developing AED training for town departments.
- Leadership class are being held each month for all officers.
- Evaluation drafts almost completed, still working on FM and secretary evals.
- Waiting on the NC Fire Code Administrator to review our proposed draft for adopting the NC Fire Code.
- Smoke alarms from OSFM, we will be installing them April 9th to low-income areas.
- Finish hose testing
- Preparing for hydrant testing
- Continuing Pre-fire Plans
- Preparing for the Volunteer Recruitment Program, looking like May.
- Meeting with Fireworks vendor on April 14th for test demo.

**Town of Smithfield
Public Works Department
February 28, 2022**



<u>147</u>	Total Work Orders completed by the Public Works Department
<u>7</u>	Burials, at \$700.00 each = <u>\$4,900.00</u>
<u>0</u>	Cremation Burial, \$400.00 each = \$0
<u>\$2,000.00</u>	Sunset Cemetery Lot Sales
<u>\$0</u>	Riverside Extension Cemetery Lot Sales
<u>397.11</u>	tons of household waste collected
<u>156</u>	tons of yard waste collected
<u>3.24</u>	tons of recycling collected
<u>0</u>	gallons of used motor oil were recycled
<u>150</u>	scrap tires were recycled

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
February 28, 2022



I. Statistical Section

- 7 Burials
- 3 Works Orders – Buildings & Facilities Division
- 10 Work Orders – Grounds Division
- 5 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$ 2,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$ 4,900.00
Total Revenue:	\$ 6,900.00

III. Major Expenses for the Month:

The Appearance Commission paid Cutting Time Landscape Management, LLC. \$22,083.00 for installation of approved landscaping work at the boat ramp

IV. Personnel Update:

None

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings, and facilities. The Appearance Division safety meeting was on "Fire safety" with Jaime Pearce with Wellness Works.

Appearance Commission February 2022 Monthly Report:

Arts scape and boat ramp discussion.

Closing the bill account at the boat ramp.

Next Appearance Commission meeting will be on March. 15, 2022, at 5:00 pm in Town Hall.

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Feb. 28, 2022



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts,
- c. 0 gator areas and 0 overlay.
- d. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 21 Work Orders – 1,065lbs. of Cold Patch was used for 26 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:3

Paid Nc Dept. of Public Safety \$727. for 8 U -Channels Post. Paid Gregory Poole Equip Co. \$995.55 Air compressor for #405 truck. Paid Whites Tire of Wilson \$745.38 for front tires for unit 410# Backhoe. Paid Hanson Aggregates \$912.26 for 29.9 Tons of 57 Stone for gravel Street Maintenance. Paid Southern Vac \$1,475.66 for brush motor and Ravo service kit.

IV. Personnel Update:

No one new was hired in the month of February

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Fire Safety".

**Town of Smithfield
Public Works Department
Feb. 2022 Drainage Report**

Location: Sunset Cemetery
 Starting Date: 2/1/2022
 Completion Date: 2/23/2022
 Description: 1. Sink hole in front front of Mausoleum. 2. Haul dirt from Sunset Cemetery to Public Works yard at Convenience Ctr. to cover up mulch
 Man-hours: 15
 Equipment: 905, Equip. Trailer, Tractor, and 412
 405, 408, Unit #411 Backhoe, Bobcat Tractor, Pebble Peeler, and the
 Bobcat
 Materials: 1. 2 x 3 Aluminum Plate, 2 Steel Rakes

Location: Downtown Smithfield
 Starting Date: 2/9/2022
 Completion Date: 2/9/2022
 Description: Remove lights, garland, and snowflakes in the Downtown. Put up banners in the Downtown.
 Man-hours: 20
 Equipment: 905 2020, 1 ladder and 1 drill
 Materials: none

Location: 4th St. & Lee St., 7th St. & Church St., 24 Bradford St. & 29 Bradford St., 200 Block Hartley Dr., 200 Block of Coats St., Computer Dr., and Powell St., Outlet Center Dr., 1051 Outlet Center Dr., 810 2nd Ave., 705 East Street., 200 Block of Brookside Dr. & Longview Dr., 1205 S. Crescent St., Outlet Center Dr (Between Cracker Barrell and Carolina Pottery)., Berkshire Rd. & Edgerton St.
 Starting Date: 2/1/2022
 Completion Date: 2/25/2022
 Description: Filled 26 potholes at various locations
 Man-hours: 7.89
 Equipment: 412, 905 2020
 Materials: 2 Steel Rakes 17.75 bags of perma patch

Location: 1208 Old Goldsboro Rd. - Men`s Progressive Club
 Starting Date: 2/18/2022
 Completion Date: 2/18/2022
 Description: Deliver "EARLY" 25 traffic cones for the Jo Co Mobile Market on Thursday, Feb. 10, 2022.
 Man-hours: 1
 Equipment: 412 and 905 2020
 Materials: 25 traffic cones

Location: Dead end of Michael Lane
Starting Date: 2/21/2022
Completion Date: 2/21/2022
Description: Drain stopped up about 6 feet away from Fire Hydrant. Location is next to the last house on right before the dead end. Cleaned off catch basins and loaded debris
Man-hours: 1.5
Equipment: 412 and 408
Materials: none

Location: Hood St. & Second St.
Starting Date: 2/28/2022
Completion Date: 2/28/2022
Description: Cut Blind Corner
Man-hours: .5
Equipment: 412, Loppers
Materials: none

Location: 1117 S. Walnut Dr. (Corner of Hood St. & Walnut Dr.) 803 Baker St.
618 N. 7th St.
Starting Date: 2/22/2022
Completion Date: 2/22/2022
Description: sinkholes
Man-hours: 19.33
Equipment: 412 and Unit # 411 Backhoe, 310
Materials: four bags of 80# concrete, 1) Bag of Perma Patch

Location: Outlet Ctr. Dr.
Starting Date: 2/9/2022
Completion Date: 2/9/2022
Description: Pick up trash
Man-hours: 12
Equipment: 300 4 grabber / reaches,
Materials: 5 trash bags

Location: 12th St., Vermont St. & Wilson St, First St. & Meadowbrook Dr.
Starting Date: 2/24/2022
Completion Date: 2/28/2022
Description: Cut trees and limbs in various locations 2 loads to spain,
Man-hours: 29.25
Equipment: 412, 1 back hoe2 chain saws,
1 pole saw, 1 blower ,1 550 Dump, 1 pressure washer,
1 paint sprayer,
Materials: 3 cans of white paint

Water/Sewer Street Cut List

Date:	Address:	Size:	Emailed to PW on:	Date of Repair:
01/07/22	Dogwood St. /in curve, near Oak St.	10x17	02/04/22	02/10/22
01/11/22	126 Strickland Dr.	12x6	02/04/22	02/10/22
01/12/22	415 S. 5th St.	4x6	02/04/22	02/10/22
01/24/22	3020 S. Brightleaf Blvd.	2x2	02/04/22	02/10/22
01/25/22	516 N. 7th St.	10x11	02/04/22	02/10/22

Utility cuts repaired by Denton Contracting

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
February 28, 2022**



I. Statistical Section

 5 Preventive Maintenances

 2 North Carolina Inspections (Outsourced)

 75 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid \$1,182.03 to Todd Webster / Matco Tools for tools.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

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

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Feb. 28, 2022



I. Statistical Section

The Division collected from approximately 4,090 homes, 4 times during the month

- a. Sanitation forces completed 33 work orders
- b. Sanitation forces collected tons 397.11 of household waste
- c. Sanitation forces disposed of 78 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 5 tons of construction debris (C&D)
- f. Town disposed of 150 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.24 tons of recyclable plastic
- h. Recycled 1,320 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 2,720 lbs. of plastics & glass (co-mingle) from the Convenient Site Center
- k. Disposed of 231 gals. Of used motor oil with Nobile Oil Service

II. Major Revenues

- a. Received \$20.81 from Sonoco Products for cardboard material from Sonoco Recycling
- b. Sold 500 lbs. of aluminum cans for \$335.00 to Renew Recycling, LLC
- c. Sold 2,660 lbs. of shredder steel for \$166.25 to Omni Source
- d. Sold 2,540 lbs. of unprepared torching metal to Sonoco Recycling for \$133.25

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$ 1,617 for disposal of yard waste and debris. Blacks Tire was paid \$ 3,526.92 for 6 tires for HHW TK #310. Carolina Environmental Systems, Inc. was paid \$ 6,228.96 for hydraulic labor and repair to HHW TK # 305. Carolina Industrial Equip., Inc was paid \$ 12,881.55 for repairs to TK #318 leaf box. Cox Repair was paid \$ 650.00 for towing and labor charges for TK #303. Garrets Towing and Recovery was paid \$ 480.00 for the towing of TK #318. M and K Truck Repair was paid \$ 1,000 to trouble shoot TK #303. Old Dominion Brush was paid \$ 903.00 for Yellow Leaf Box parts and repairs. Sampson-Bladen Oil Co Inc was paid \$3,384.24 for Hydraulic Fluid and Oil. Velocity Truck Center was paid \$ 721.05 for head lights and hood strut for HHW TK # 310. Whites Tire Service of Wilson Inc was paid \$ 881.46 for 2 tires for TK #315. Whites International Trucks was paid \$ 1,736.19 for labor for def system on TK #318.

IV. Personnel Update:

Linwood Ryals, Jr. was hired on Jan. 31, 2022. Jeremy Reddick, Sanitation Equipment Operator accepted a position with the City of Burlington and his last day was Feb.25, 2022.

V. Narrative of monthly departmental activities:

The Public Works Department worked closely with the Jo Co Mobile Market on 2/10/2022, delivering traffic cones for their event. The Public Works Department safety meeting was on "Fire Prevention".

Community Service Workers worked 0 hrs.



MONTHLY REPORT FOR FEBRUARY, 2022

PROGRAMS STATISTICS	FEBRUARY, 2022		FEBRUARY, 2021	
NUMBER OF PROGRAMS	10		8	
TOTAL ATHLETICS PARTICIPANTS	201		36	
TOTAL NON/ATHLETIC PARTICIPANTS	206		136	
SARAH YARD COMMUNITY CENTER	153		78	
NUMBER OF GAMES PLAYED	59		12	
TOTAL NUMBER OF PLAYERS (GAMES)	1,180		24	
NUMBER OF PRACTICES	66		1	
TOTAL NUMBER OF PLAYER(S) PRACTICES	660		12	
	FEBRUARY, 2022	21/22 FY YTD	FEBRUARY, 2021	20/21/ FY YTD
PARKS RENTALS	64	295	16	155
USERS (PARKS RENTALS)	1,478	8,644	317	3,151
TOTAL UNIQUE CONTACTS	3,677		567	
	FEBRUARY, 2022	21/22 FY YTD	FEBRUARY, 2021	20/21 FY YTD
PARKS AND RECREATION REVENUES	\$ 9,343.00	\$ 41,386.00	\$ 814.00	\$ 8,385.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 51,603.00	\$ 479,442.00	\$ 44,756.00	\$ 413,263.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 817.00	\$ 74,965.00	\$ -	\$ 30,589.00
SARAH YARD COMMUNITY CENTER (OPERATIONS)	\$ 2,072.00	\$ 26,483.00	\$ 2,333.00	\$ 13,370.00
SARAH YARD COMMUNITY CENTER (CAPITAL OUTLAY)	\$ -	\$ 8,500.00		
HIGHLIGHTS	Daddy Daughter Dance with 110 girls bringing their dads Youth Basketball			



SRAC MONTHLY REPORT FOR FEBRUARY, 2022

PROGRAMS STATISTICS	FEBRUARY, 2022		FEBRUARY, 2021	
NUMBER OF PROGRAMS	17		10	
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3069		3572	
	FEBRUARY, 2022	21/22 FY YTD	FEBRUARY, 2021	20/21 FY YTD
SRAC MEMBER VISITS	2835	22971	1906	12576
DAY PASSES	593	7397	6	6
RENTALS (SRAC)	41	305	14	43
USERS (SRAC RENTALS)	1722	16233	96	2472
TOTAL UNIQUE CONTACTS	7,626		5,574	
	FEBRUARY, 2022	21/22 FY YTD	FEBRUARY, 2021	20/21 FY YTD
FINANCIAL STATISTICS				
SRAC REVENUES	\$ 43,902.00	\$ 374,515.00	\$ 28,020.00	\$ 115,023.00
OPERATION EXPENDITURES	\$ 70,015.00	\$ 601,972.00	\$ 56,343.00	\$ 430,087.00
CAPITAL EXPENDITURES	\$ -	\$ 4,630.00	\$ -	\$ 96,136.00
SRAC MEMBERSHIPS	2464		1906	
HIGHLIGHTS	2200+ SWIM LESSON GIVEN THROUGH ALLIGATOR STEPS HIGH SCHOOL SWIM TEAMS PRACTICES (Regionals) POTTERY CLASSES			



**Utilities Department
Monthly Report
February 2022**

- **Statistical Section**

- Electric CP Demand 23,018 Kw relative to January's demand of 25,659 Kw.
- Electric System Reliability was 99.9995%, with one (1) recorded main line outage; relative to January's 99.9989%.
- Raw water treated on a daily average was 4.048 MG relative to 4.135 MG for January; with maximum demand of 4.537 MG relative to January's 4.730 MG.
- Total finished water to the system was 95.752 MG relative to January's 117.486 MG. Average daily for the month was 3.121 MG relative to January's 3.790 MG. Daily maximum was 3.922 MG (February 5th) relative to January's 4.208 MG. Daily minimum was 2.895 MG (February 9th), relative to January's 3.274 MG.

- **Miscellaneous Revenues**

- Water sales were \$206,466 relative to January's \$231,837
- Sewer sales were \$342,381 relative to January's \$393,958
- Electrical sales were \$1,405,371 relative to January's sales of \$1,363,881
- Johnston County Water purchases were \$155,248 for 66.063 MG relative to January's \$157,267 for 66.922 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$951,962 relative to January's \$1,088,234.
- Johnston County sewer charge was \$199,675 for 52.916 MG relative to January's \$262,515 for 69.461 MG.

- **Personnel Changes –**

- No changes occurred in February.



**Town of Smithfield
Electric Department
Monthly Report
February, 2022**

I. Statistical Section

- Street Lights repaired -16
- Area Lights repaired -7
- Service calls – 26
- Underground Electric Locates -281
- Poles changed out/removed or installed -5
- Underground Services Installed -2

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety meeting on Confined Spaces.
- The Electrical Dept. Line crew is down to only 4 employees.

V. Miscellaneous Activities:

- The Electrical Dept. is continuing to work on Conversion work.
- The Electrical Dept. is continuing to work on circuit audit lists.



WATER & SEWER

February 2022 Monthly Report

● DISCONNECT WATER	2
● RECONNECT WATER	1
● TEST METER	2
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	1
● LOW PRESSURE CALLS	4
● NEW/RENEW SERVICE INSTALLS	6
● LEAK DETECTION	16
● METER CHECKS	14
● METER REPAIRS	5
● WATER MAIN/SERVICE REPAIRS	10
● STREET CUTS	8
● REPLACE EXISTING METERS	4
● INSTALL NEW METERS	4
● FIRE HYDRANTS REPAIRED	3
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	8
● CLEANOUTS INSTALLED	7
● INSPECTIONS	5
● CAMERA SEWER	4

- SEWER MAIN CLEANED 2650 LF
- SERVICE LATERALS CLEANED 1510 LF
- SERVICE CALLS 78
- LOCATES 199

- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPING PUBLIC WORKS CLEANING STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

MAJOR EXPENSES FOR THE MONTH OF FEBRUARY

PERSONNEL UPDATES



UPCOMING PROJECTS FOR THE MONTH OF MARCH



MONTHLY WATER LOSS REPORT

February 2022

(2) - Meters with slow washer leaks

(5) 3/4" Line, 1/8" hole – 1 Day

3/4" Line, 1/8" hole – 3 Day

(4) 2" Line, 1/8" hole – 1 Day

Fire Hydrant slow drip

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephenson Drive	02/23/22	3.2	15	7965	10	North Street	02/24/22	3	15	17820	40
Computer Drive	02/23/22	3.2	15	31860	10	West Street	02/24/22	2	15	78030	50
Castle Drive	02/23/22	3.4	15	7965	10	Regency Drive	02/24/22	2	15	63720	60
Parkway Drive	02/23/22	3	15	63720	40	Randers Court	02/24/22	2.5	15	15930	40
Garner Drive	02/23/22	3.2	15	63723	40	Noble Street	02/24/22	3	15	15930	40
Hwy 210 LIFT ST.	02/23/22	3.2	15	15930	40	Fieldale Dr#1(L)	02/24/22	3	15	63720	40
Skyland Drive	02/23/22	3	15	7965	10	Fieldale Dr#2(R)	02/24/22	3	15	63720	40
Bradford Street	02/23/22	3.2	15	15930	10	Heather Court	02/24/22	3	15	15930	40
Kellie Drive	02/23/22	3.2	15	7965	10	Reeding Place	02/24/22	2.5	15	15930	40
Edgewater	02/23/22	3.2	15	7965	10	East Street	02/24/22	2	15	63720	40
Edgecombe	02/23/22	3	15	15930	40	Smith Street	02/24/22	2.5	15	63720	40
Valley Wood	02/23/22	3.2	15	63720	40	Wellons Street	02/24/22	3	15	63720	40
Creek Wood	02/24/22	3.2	15	63720	40	Kay Drive	02/23/22	3	15	38985	15
White Oak Drive	02/24/22	3.2	15	7965	10	Huntington Place	02/23/22	2	15	38985	15
Brookwood Drive	02/24/22	3	15	22515	5	N. Lakeside Drive	02/23/22	3	15	9750	15
Runnymede Place	02/24/22	3.2	15	31860	10	Cypress Point	02/23/22	2.5	15	34890	12
Nottingham Place	02/24/22	3.2	15	38985	10	Quail Run	02/23/22	3	15	8715	12
Heritage Drive	02/24/22	3	15	38985	10	British Court	02/23/22	3	15	8715	12
Noble Plaza #1	02/24/22	2.8	15	9750	10	Tyler Street	02/23/22	3	15	78030	60
Noble Plaza #2	02/24/22	2.8	15	9750	10	Yelverton Road	02/23/22	2.5	15	63720	40
Pinecrest Street	02/24/22	3.2	15	19500	10	Ava Gardner	02/24/22	2.5	15	63720	40
S. Sussex Drive	02/24/22	3.2	15	31860	10	Waddell Drive	02/24/22	3	15	7965	10
Elm Drive	02/24/22	3	15	9750	10	Henly Place	02/24/22	3	15	8715	12
						Birch Street	02/24/22	3	15	34890	12
						Pine Street	02/24/22	3	15	38985	15
Coor Farm Supply	02/24/22	2	15	7965	10	Oak Drive	02/24/22	2.5	15	37695	14
Old Goldsboro Rd,	02/24/22	3.2	15	7965	10	Cedar Drive	02/24/22	3	15	31860	10
Hillcrest Drive	02/24/22	3	15	31860	10	Aspen Drive	02/24/22	3	15	34890	12
Eason Street	02/24/22	2.5	15	38985	40	Furlonge Street	02/24/22	2.5	15	34890	12
Magnolia circle	02/24/22	2.5	15	78030	40	Golden Corral	02/24/22	2	15	40290	16
Rainbow Drive	02/24/22	3	15	19500	60	Holland Drive	02/24/22	2.5	15	9750	15
Rainbow Circle	02/24/22	3	15	19500	60	Davis Street	02/24/22	3	15	34890	12
Moonbeam Circle	02/24/22	3	15	19500	60	Caroline Ave.	02/24/22	2.5	15	31860	10
Ray Drive	02/24/22	2	15	15930	60	Johnston Street	02/24/22	2.5	15	38985	15
Will Drive	02/24/22	2	15	63720	40	Ryans	02/24/22	3	90	9750	15
Michael Lane	02/24/22	3	15	63720	40						
Ward Street	02/24/22	2.5	15	15930	40						

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