



Mayor

M. Andy Moore

Mayor Pro-Tem

John A. Dunn

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, March 7, 2023

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 MARCH 7, 2023
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

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1. Administering Oath of Office to New Police Officer - Amara Miller
(Mayor – M. Andy Moore) See attached information.....1

Public Hearings:

1. Municipal Service District Public Hearing and Contract Approval
(Town Manager – Michael Scott) See attached information.....3
2. ZA-22-04: Town of Smithfield: The applicant is requesting an amendment to Unified Development Ordinances, Article 10, Part VI, Stormwater Management that incorporates revisions mandated by the North Carolina Department of Environmental Quality.
(Planning Director – Stephen Wensman) See attached information.....23
3. ZA-23-01: Town of Smithfield: The applicant is requesting an amendment to the Unified Development Ordinances, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet within the Heavy Industrial zoning district.
(Planning Director – Stephen Wensman) See attached information.....53

Citizens Comments

Consent Agenda Items:

1. Approval of Minutes:
 - a. February 7, 2023 – Regular Meeting
 - b. February 7, 2023 – Closed Session (Under Separate Cover).....61

2. Special Event: Discover Construction Day – The Johnston County Building Industry Association is requesting approval to hold an event in the 300 Block of Bridge Street on March 16, 2023 from 8:00 am until 3:00 pm. This request includes the closure of the 300 Block of Bridge Street. (Planning Director – Stephen Wensman) <u>See</u> attached information.....	71
3. Special Event: SkyFest 2023 – The Johnston Regional Airport is requesting approval to hold an event at the airport on March 25, 2023 from 9:00 am until 3:00 pm. This event includes approval of amplified sound and various food trucks (Planning Director – Stephen Wensman) <u>See</u> attached information.....	77
4. Consideration and request for approval of a temporary promotion of a Police Sergeant to the rank of Police Lieutenant (Interim Chief of Police – James Grady) <u>See</u> attached information.....	83
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7. Consideration and request for approval to award a contract in the amount of \$43,647.00 to Maurer Architecture for the design and administrative services for the Hastings House renovations. (Parks and Recreation Director – Gary Johnson) <u>See</u> attached information.....	99
8. Consideration and request for approval to award a contract in the amount of \$32,385.00 to Dun-Right Service to rehabilitate sanitary sewer manholes (Public Utilities Director – Ted Credle) <u>See</u> attached information.....	119
9. New Hire Report (HR Director – Tim Kerigan) <u>See</u> attached information.....	129

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2. Consideration and request for approval of additional funds for the replacement of boilers at the Smithfield Recreational and Aquatics Center (Parks and Recreation Director – Gary Johnson) <u>See</u> attached information.....	147

- 3. FY 2023-2024 Budget Discussions
(Town Manager – Michael Scott)

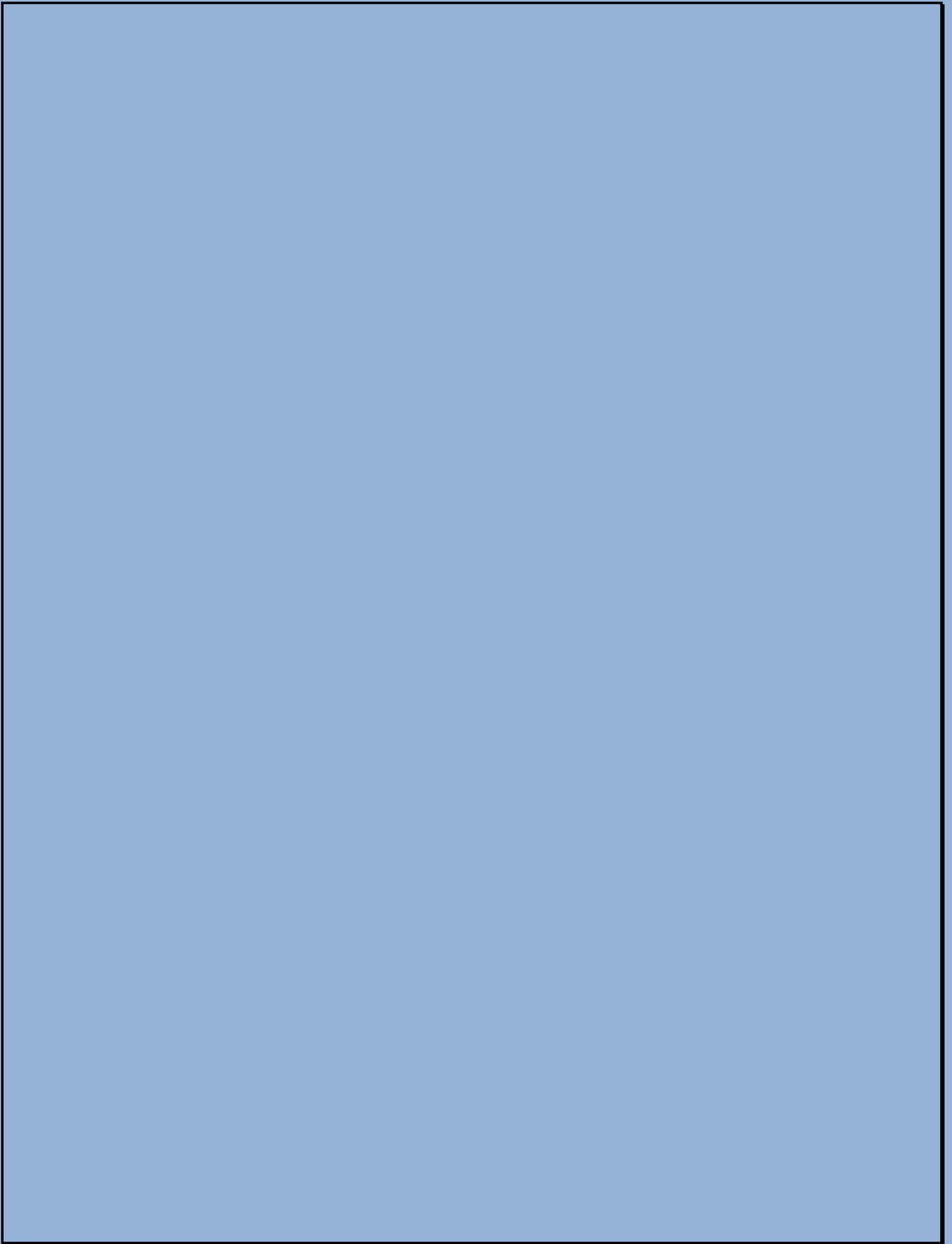
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....163
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- **Manager’s Report** (Will be provided at the Meeting)

Recess

Presentations





Request for Town Council Action

Presentation Item: Police Oath of Office
Date: 03/07/2023

Subject: Oath of Office
Department: Police Department
Presented by: Interim Chief of Police – James Grady
Presentation: Presentation

Issue Statement

The Smithfield Police Department has hired a new officer to fill existing vacancies within the Police Department. Amara Miller has been hired to fill one of these positions. Amara Miller completed Basic Law Enforcement Training at Johnston Community College.

Financial Impact

Approved Budgeted Amount for FY 2022-2023: Covered by the Current Budget

Action Needed

Administer of Office to Officer Miller and welcome her into the Smithfield Community.

Recommendation

Administer of Office to Officer Miller in and welcome her into the Smithfield Community.

Approved: Town Manager Town Attorney

Attachments:

1. Oath of Office



Staff Report

Presentation Item: Police Oath of Office

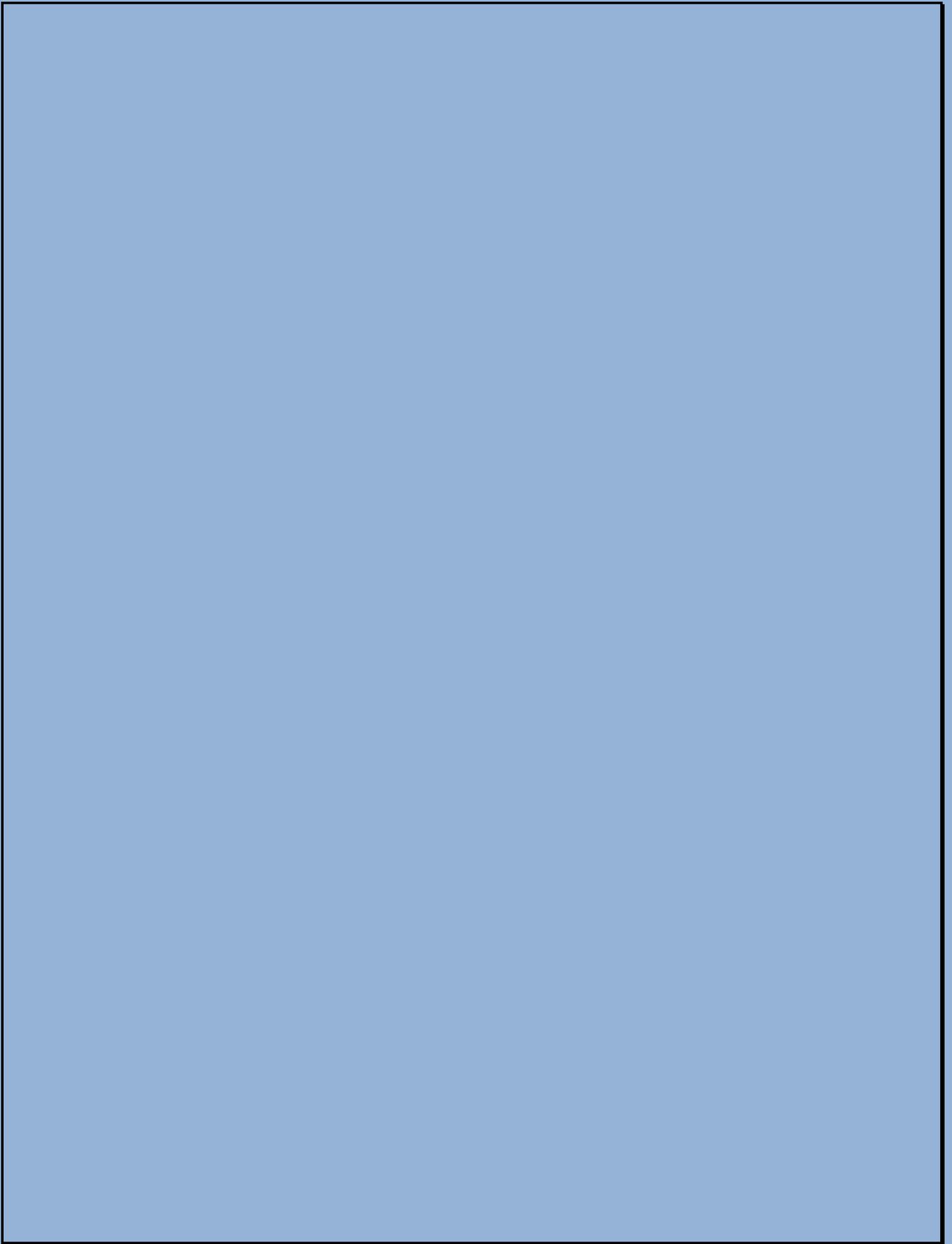
OATH OF OFFICE SMITHFIELD POLICE DEPARTMENT

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

Signature

Date

Public Hearings





Request for Town Council Action

Public Hearing: Municipal Service District
Date: 03/07/2023

Subject: Municipal Service District
Department: General Government
Presented by: Town Manager – Michael Scott
Presentation: Public Hearing

Issue Statement

The North Carolina General Assembly amended NCGD 160A-536 Municipal Service Districts (MSD). In accordance with NCGS 160A-536 (d1), before the Town can contract with a private entity in the SD, it must gain input from the residents and property owners in the district

Financial Impact

Approved Budgeted Amount for FY 2022-2023: \$151,460. Future annual amounts to be dependent upon property taxes received in the downtown special tax district plus any financial support budgeted by the Town.

Action Needed

Hold a public hearing before entering into a contract with the Downtown Smithfield Development Corporation for services to be provided in the Municipal Service District. Approve the contract between the Town of Smithfield and the Downtown Smithfield Development Corporation.

Recommendation

It is the recommendation of staff to approve the contract with the Downtown Smithfield Development Corporation to provide services in the Municipal Service District

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. RFP Downtown Smithfield MSD Program Management Services
3. MSD Proposal from the Downtown Smithfield Development Corporation
4. Proposed Contract Between the Town of Smithfield and the Downtown Smithfield Development Corporation



Staff Report

Public Hearing: Municipal Service District

In the state budget bill, S. L. 2015. 241, the legislature made a few changes to municipal service district (MSD) authority. One of the changes that affect the Town of Smithfield is the ability to contract with a private entity to provide services to the MSD, In accordance with NCGS 164A- 536 dl) (1) — (5), before the Town can enter into a contract with any private agency it must do the following:

1. Solicit input from the residents and property owners as to the needs of the service district.
 - a. This was accomplished in the following manners:
 - i. Emailing business and property owners in the Municipal Service District
 - ii. **Posting on the Town's social media outlets**
 - iii. **Posting on the Town's website**
2. Use a bid process to select the private entity that is contracting to provide services or undertake projects in the Municipal Service District.
 - a. Town staff advertised a Request for Proposals in the Johnstonian News on January 23, 2023. The information was also made available on the Town of Smithfield' s website.
 - b. The Downtown Smithfield Development Corporation was the only entity to respond to the RFP
3. Hold a public hearing before entering into the contract.
 - a. The public hearing will be held March 7, 2023 and was duly advertised in the Johnstonian News on February 22, 2023 and March 1, 2023
5. Require the contracting entity to report annually to the municipality.
 - a. This is addressed in the proposed contract
5. Specify the scope of the services to be provided by the private entity in the contract.
 - a. This is outlined in the contract for Downtown Municipal Service District Services
6. Limit the contract to five years or less

- a. This is addressed in the proposed contract with renewal date of July 1, 2026.
This puts the contract in line with the Town's fiscal year.

Request for Proposals
for
Downtown Smithfield Municipal Service District
Program Management Services

Specifications

Downtown Municipal Service District Overview

The Town of Smithfield is soliciting proposals from qualified agencies to partner with the Town to provide enhanced services in the Downtown Smithfield Municipal Service District (MSD). In September 2015, the NC General Assembly adopted legislation impacting the process by which cities contract with private agencies to provide services within a MSD. The legislation also outlines certain contractual requirements including specifying the purposes for which Town funding is to be used in the MSD and appropriately accounting for the funding at the end of each fiscal year.

The Town of Smithfield desires to partner with a non-profit that has experience managing a Downtown Municipal Service District/Main Street program in a manner that positively positions downtown Smithfield as an attractive, vibrant destination for those who work, play, and live within the Municipal Service District through provision of services that follow and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts to enhance its status as a North Carolina Main Street community.

Program activities should result in a downtown that experiences increased marketing of downtown, reductions in building vacancy, increases in business activity, property values, and the number of downtown residents.

Scope of Work

Purpose

The purpose of the Downtown Municipal Service District management service contract is to identify an experienced Main Street organization to manage contracted services for the Downtown MSD program that follows and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts. The organization would provide the following services: Marketing and Communications, Economic Development, Event Management, and Planning and Development.

Core Program Areas and General Objectives of the Main Street Four Point Approach®

Economic Vitality

- Support existing businesses
- Recruit new businesses
- Support new development opportunities
- Develop strategies to increase business activity
- Support the planning and implementation of capital projects
- Coordinate and manage the annual Ham & Yam Festival

Organization - Planning and Development

- Work to ensure that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively work together
- Maintain a viable 501(c)(3) structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community
- Build consensus and cooperation among various groups and individuals that have a stake in the commercial district
- Identify sources of funding for revitalization activities

Promotions

- Market downtown as a destination for living, working, shopping, and entertainment
- Market and promote businesses, events, and cultural programs downtown
- Advocate on behalf of downtown stakeholders
- Educate the public on downtown opportunities and issues
- Communicate with downtown stakeholders
- Communicate with the public sector
- Support existing events with management services and/or funding support
- Support the production of new events
- Develop strategies to increase the utilization of downtown for cultural programs and events

Design

- Support the planning and implementation of streetscape improvements
- Support the preservation of historic structures
- Provide and support improvements to the downtown aesthetics enhancing the visual quality of the district
- Provide and support place making and street activation enhancements (art installations, street furniture, decorations, signage, etc.)

Role, Scope, and Authority of Contractor

Under no circumstances may the contractor commit Town funds outside of the program budget to any businesses or projects. Contractor works in a supportive role with the Town to facilitate connections that may result in economic development agreements.

Annual Program Budget Allocation

Budgets shall be established annually by the Town. The anticipated funding amount is subject to annual tax receipts which may fluctuate over the term of the contract.

Negotiation of Final Scope of Work

The Town will negotiate the final scope of services with the selected finalist.

Submission:

All proposals must be received by Shannan Parrish, Town Clerk, PO Box 761, Smithfield, NC 27577 by 12:00 pm on Thursday, February 9, 2023.



February 2, 2023

Mayor Andy Moore and Smithfield Town Council
Town of Smithfield
350 E. Market Street
Smithfield, NC 27577

Dear Mayor Moore and Smithfield Town Council:

The Downtown Smithfield Development Corporation would like to thank you for your longtime support of the DSDC. We are pleased to submit a proposal for Downtown Smithfield Municipal Service District Program Management Services, and hope that you will see fit to award our organization a five year contract to continue our providing these services.

Since our partnership began in the mid-1980s, Downtown Smithfield has undergone a significant transformation with public investment of more than \$22 million, private investment of more than \$57 million, 105 building rehabilitations, 572 net full-time jobs created, 118 net new businesses, and 46 business expansions. We celebrate these accomplishments, and are working every day in pursuit of continued downtown revitalization.

We remain committed to being a champion for Downtown Smithfield, and look forward to our continued partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Edwards", written over a horizontal line.

Sarah Edwards
Executive Director

Enclosures: Proposal for Downtown Smithfield Municipal Service District Program Management Services

Downtown Smithfield Development Corporation
200 S. Front Street Smithfield, North Carolina 27577
(919) 934-0887
www.DowntownSmithfield.com





**Proposal For
Downtown Smithfield Municipal Service District
Program Management Services**

February 2, 2023

In accordance with your request, please find below our Contract Proposal to partner with the Town of Smithfield to provide enhanced services in the Downtown Smithfield Municipal Service District (MSD).

Overview of Organization

Founded in 1984, the Downtown Smithfield Development Corporation (DSDC) is a non-profit, 501(c)(3) organization. We are an award-winning North Carolina Main Street organization, and have managed the Main Street Program for Smithfield since the Town joined the Main Street program in 1986. We work to provide services that follow and utilize the Main Street® philosophy and Four Point Approach® of Promotion, Design, Economic Vitality and Organization in our downtown revitalization efforts to enhance our status as a North Carolina Main Street community. Smithfield is an affiliate of Main Street America, and the DSDC is working toward accreditation for next year.

The mission of the DSDC is to develop and sustain an economically vital, socially active and visually attractive downtown for Smithfield's current and future citizens. The organization is governed by a 15-member Board of Directors, and has Promotions, Design, and Economic Vitality committees that work to develop and implement goals, objectives, and programs for the long-term success of Downtown Smithfield.

As the Town's economic development partner for downtown, the DSDC has worked over the past almost 40 years to provide leadership dedicated to the historic preservation and enhancement of Downtown Smithfield by promoting downtown as the center of government, enhanced by thriving independently owned businesses, and as a destination for Smithfield citizens and visitors as the cultural center of the community. The DSDC hopes to continue its partnership with the Town to provide enhanced services in the Downtown Smithfield MSD to positively position Downtown Smithfield as an attractive, vibrant destination, and seeks a five year contract to do so.

SERVICE PLAN

Economic Vitality

The DSDC Economic Vitality Committee and staff will continue to expand economic development efforts related to increasing the tax base, supporting existing businesses, attracting new businesses, supporting new development opportunities, developing strategies to increase business activity, supporting the planning and implementation of capital projects, and coordinating and managing the annual Ham & Yam Festival.

The DSDC offers downtown property and business owners a variety of technical assistance relating to building rehabilitation, business operation, design, and marketing. Staff is able to educate property owners on incentives for building rehabilitation including historic property tax credits, business development grants, and job creation grants.

The DSDC offers a variety of incentives designed to attract investment downtown:

- The SHARP (Smithfield Historic Area Revitalization Plan) grant, through a partnership among Johnston County, the Town of Smithfield, and the DSDC, grants back the difference in property taxes to property owners who have made significant improvements to their properties. This grant has been three times, most recently for Sound Station & Security's expansion.
- The R2 RUSH (Retail and Restaurant Rental/Upfit Subsidy Help) grant encourages new businesses to open downtown, and provides a rent subsidy for well qualified businesses. Retail and restaurant uses are critical, as they enhance the vibrancy of Downtown Smithfield. This grant has supported the opening of seven businesses, and has helped to improve the business mix downtown.
- The DRIF (Downtown Residential Incentive Fund) encourages the development of residential space downtown, but has not yet been utilized.

We would be remiss if we did not acknowledge the recent sale of the former Gabriel Johnston Hotel, which the DSDC worked to encourage for more than fifteen years. We created partnerships with a variety of organizations to collaborate on this effort, completed assessments of the building, and were awarded grants to support much of this work. The rehabilitation of this building and the new residential units and commercial space that it will create will be a significant investment in Downtown Smithfield, and a source of pride for everyone.

Additionally, as identified as an action item in the Town's Plan, the DSDC has signed a contract to engage a team to complete a Downtown Master Plan. This process will result in a community-led vision for the future for our downtown as it relates to transportation, economic development, rehabilitation and infill development opportunities, and public improvements. This plan, which will include implementation strategies and potential funding sources, will serve as a road map for the DSDC for the next five to ten years. Although the DSDC has funds budgeted for this undertaking, we are also seeking funding from other sources.

Finally, the DSDC is currently planning the 37th annual Smithfield Ham & Yam Festival, scheduled for May 6, 2023.

Organization - Planning and Development

The DSDC is actively working on the foundation of the organization to ensure its sustainability and success; in particular, additional emphasis is being placed on training for volunteers and developing partnerships. The organization will maintain a viable 501(c)(3) structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community.

While it can be difficult to balance the needs of the many stakeholders of the downtown community, the DSDC is committed to trying to do so. We will continue to advocate for the benefit of the district as a whole on issues that affect downtown.

The DSDC continues to seek out and attempt to secure funding sources to continue the revitalization of Downtown Smithfield. Recent examples include the USDA Rural Business Development Grant that provided the Town with just under \$100,000 to be used for wayfinding signs and the Hurricane Recovery Grant that will fund approximately \$175,000 in necessary maintenance on the Hastings House, as well as approximately \$12,000 in grants from the Johnston County Arts Council to support our Third StrEATery programming. We incur additional revenue through sponsorships and vendor fees for the Ham & Yam Festival, as well as through ticketed events such as the Downtown Smithfield Wine Walk.

Promotions

DSDC Promotions Committee and staff will continue current marketing efforts and work to expand them with three main goals. First, to educate the general public about Downtown Smithfield and its businesses. Second, to attract visitors to support retail, restaurants and attractions. Third, to attract private investment.

The DSDC markets Downtown Smithfield and its businesses through a variety of means. Our website, www.downtownsmithfield.com, allows us to reach potential visitors, investors, and new businesses interested in Smithfield. The site provides information on special events, a directory of current businesses, a listing of available properties for sale and rent in the downtown district, incentives available for new investment, and more.

We have built a large social media following across several social media platforms that engages our audience and allows for regular communication. Our Facebook page (Historic Downtown Smithfield, NC) has more than 13,500 followers, and we have more than 2,900 followers on Instagram (@DowntownSmithfield).

We submit press releases, story ideas, and work with local media to promote business news and events happening downtown. Additionally, we work with downtown businesses and partners

like the Johnston County Visitors Bureau to develop co-operative advertising opportunities to promote Downtown Smithfield as a destination for dining, shopping, and activity.

In order to market to the more than 7 million visitors who take I-95's exit 95 each year, the DSDC leases a billboard near the roundabout that promotes "Local Eats, Unique Shops, & More" and directs visitors to our website.

The DSDC has developed a program to offer bags containing maps and brochures for Downtown Smithfield, Smithfield, and Johnston County as well as promotional materials from downtown businesses to realtors to give to new homebuyers as a way to welcome them to the community.

The DSDC hosts a number of special events designed to attract people to Downtown Smithfield to encourage retail spending. These events provide positive exposure for the downtown as a whole, increase foot traffic and business activity in our downtown businesses, and help to enhance the quality of life for Smithfield citizens.

The DSDC currently organizes the following downtown events.

- Third StrEATery
- Ham & Yam Festival
- Independence Celebration
- Downtown Smithfield Wine Walk
- Christmas Carriage Rides
- Christmas Tree Lighting
- Santa's Workshop

We will continue to evaluate our events for their effectiveness, as well as investigate creating or partnering with other organizations to present new signature events to promote the future growth of Downtown Smithfield.

The DSDC also supports a number of events held in Downtown Smithfield by other organizations by providing assistance with logistics and marketing, including Smithfield Parks & Recreation Department's Christmas Parade, the Junior Women's League of Smithfield's Touch-A-Truck, the Johnston County Heritage Center's Ghost Walk, Neuse Little Theatre's shows, and events at individual businesses. The DSDC offers a JEM (Joint Effort Marketing) grant, which encourages other organizations to hold their events downtown, and offers funding to offset the cost of advertising the event. Each of these events attracts people to Downtown Smithfield, increasing consumer spending and enhancing the quality of life.

Design/Public Space

The DSDC Design Committee and staff will continue placing an emphasis on placemaking to improve the quality of life in Downtown Smithfield. The DSDC is committed to continuing its support for the previously completed streetscape improvements, and supports the expansion of those improvements, as well as other improvements to enhance the pedestrian friendliness of Downtown Smithfield.

The DSDC remains committed to supporting the preservation of historic structures, and supports the expansion of the Downtown Smithfield Historic District as a tool to encourage rehabilitation of these buildings. We connect property owners with resources and funding opportunities, and provide technical assistance as needed in an effort to preserve our unique historic assets.

As a response to concerns about lighting downtown, to increase the visibility of businesses, and to enhance the visual appearance in the evening hours when we want to encourage additional activity, the DSDC developed a Lighting Grant. This grant has been used to light four storefronts in the downtown core, and its success has resulted in six additional storefronts being lit without applying for the grant. Similarly, we have issued eight Awning Grants with an additional five awnings being replaced without pursuing grant funds.

The DSDC will continue to support place making and promote street activation enhancements; we are currently researching and evaluating the potential for planters, lighting projects, and public art. The Master Plan will also help to identify opportunities and develop plans for better activating public spaces.

CONTRACT FOR DOWNTOWN MUNICIPAL SERVICE DISTRICT SERVICES

THIS CONTRACT (“Contract”) is made as of _____, 2023, by and among Downtown Smithfield Development Corporation (“DSDC”), a “private agency” as referenced in Article 23 of Chapter 160A, and the Town of Smithfield (“Town”).

RECITALS:

1. **Statutory Authorization.** Article 23 of GS 160A (hereinafter, “the Chapter”) authorizes the Town to establish Downtown Municipal Service Districts to provide enhanced services therein and outlines certain contractual requirements including specifying the purposes for which Town funding is to be used in the Municipal Service District (MSD) and appropriately accounting for the funding at the end of each fiscal year.

2. **Private Agency Contract.** The Town desires to contract with a non-profit that has experience managing a Downtown Municipal Service District/Main Street program in a manner that positively positions downtown Smithfield as an attractive, vibrant destination for those who work, play, and live within the Municipal Service District through provision of services that follow and utilizes the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality in its downtown revitalization efforts to enhance its status as a North Carolina Main Street community. The Town feels that such services as previously provided by the Downtown Smithfield Development Corporation would lead to reductions in building vacancy, increases in business activity, property values, and the number of downtown residents.

3. **Goals Defined.** Article 23 generally defines the goals of a Downtown Municipal Service District as follows.

(a) **Downtown Revitalization Defined.** - As used in this section "downtown revitalization projects" are improvements, services, functions, promotions, and developmental activities intended to further the public health, safety, welfare, convenience, and economic well-being of the central city or downtown area. Exercise of the authority granted by this Article to undertake downtown revitalization projects financed by a service district do not prejudice a city's authority to undertake urban renewal projects in the same area. Examples of downtown revitalization projects include by way of illustration but not limitation all of the following:

- (1) Improvements to water mains, sanitary sewer mains, storm sewer mains, electric power distribution lines, gas mains, street lighting, streets and sidewalks, including rights-of-way and easements.
- (2) Construction of pedestrian malls, bicycle paths, overhead pedestrian walkways, sidewalk canopies, and parking facilities both on-street and off-street.
- (3) Construction of public buildings, restrooms, docks, visitor centers, and tourism facilities.
- (4) Improvements to relieve traffic congestion in the central city and improve pedestrian and vehicular access to it.
- (5) Improvements to reduce the incidence of crime in the central city.
- (6) Providing city services or functions in addition to or to a greater extent than those provided or maintained for the entire city.
- (7) Sponsoring festivals and markets in the downtown area, promoting business investment in the downtown area, helping to coordinate public and private

actions in the downtown area, and developing and issuing publications on the downtown area.

4. **Statutory Contract Provisions.** GS 160a-536 (d) sets forth the following provisions for a contract with a private agency.

- (1) The contract shall specify the purposes for which city monies are to be used for that service district.
- (2) The contract shall require an appropriate accounting for those monies at the end of each fiscal year or other appropriate period.

5. **Bid Process.** GS 160a-536 (d) sets forth the following hearing and bid contracts for the Town to enter into a contract for such services from a private agency and the Town has made the required solicitations, let the bids, and determined through that process that the process is best suited to achieve the needs of the service district criteria set by the town in accord with the Chapter.

a. **Statutory Requirements.**

(d1) In addition to the requirements of subsection (d) of this section, if the city enters into a contract with a private agency for a service district under subdivision (a)(1a), (2), or (2a) of this section, the city shall comply with all of the following:

- (1) The city shall solicit input from the residents and property owners as to the needs of the service district prior to entering into the contract.
- (2) Prior to entering into, or the renewal of, any contract under this section, the city shall use a bid process to determine which private agency is best suited to achieve the needs of the service district. The city shall determine criteria for selection of the private agency and shall select a private agency in accordance with those criteria. If the city determines that a multiyear contract with a private agency is in the best interest of the city and the service district, the city may enter into a multiyear contract not to exceed five years in length.
- (3) The city shall hold a public hearing prior to entering into the contract, which shall be noticed by publication in a newspaper of general circulation, for at least two successive weeks prior to the public hearing, in the service district.
- (4) The city shall require the private agency to report annually to the city, by presentation in a city council meeting and in written report, regarding the needs of the service district, completed projects, and pending projects. Prior to the annual report, the private agency shall seek input of the property owners and residents of the service district regarding needs for the upcoming year.
- (5) The contract shall specify the scope of services to be provided by the private agency. Any changes to the scope of services shall be approved by the city council.

b. **Elaboration of Bid Process.** The Chapter states that the municipality “shall determine criteria for selection of the private agency and shall select a private agency in accordance with those criteria.” but does **not** require that the municipality use one of the competitive bid processes prescribed by Article 8 of Chapter 143 of the General Statutes. A unit may use one of these processes, but it also free to create its own bid process which the Institute of Government suggest should adhere to the following steps to which the Town has adhered.

- 1) Identify criteria for selecting a private entity to perform the needed services in the downtown or urban area MSD. The unit’s governing board is free to select whatever criteria it deems appropriate given the particular needs of the MSD. The

unit likely should identify the criteria after obtaining input from residents and property owners about the needs of the district.

- 2) Publicize that unit is soliciting proposals from private entities to perform the specified services in the downtown or urban area MSD. The announcement or advertisement should specify the criteria that the unit will use to select the winning bid. (Formal bid advertising is not specifically required, but inherent in a bid process is some form of public notice that the unit is seeking proposals.) The unit likely will want to set a deadline for receiving proposals.
- 3) Evaluate the proposals received. The proposals must be judged based on the criteria established in Step 1 and publicized in Step 2.
- 4) Select the private entity whose proposal “is best suited to achieve the needs of the service district.” This is a very broad standard of award. The unit may take into consideration cost, but it is not required to make its contract award decision on that basis. Instead, the unit must determine which entity satisfies the criteria specified in Step 1 and is best suited to meet the needs of the district.

6. Public Hearing Before Entering Into The Contract. Pursuant to GS 160A-536 and prior to approving the contract, the Town conducted a public hearing in the district, and published notice of the public hearing in a newspaper of general circulation for at least two consecutive weeks before the date of the public hearing.

7. Scope of Work for the Private Agency. The Town establishes the following Scope of Work for the private agency. The purpose of the Downtown Municipal Service District management service contract identifies contracted management services for the Town of Smithfield Downtown MSD program. These services are intended to follow and utilize the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion and Economic Vitality. The DSDC organization is to provide the following services: Marketing and Communications, Economic Development, Event Management, and Planning and Development.

**a. Core Program Areas and General Objectives of the Main Street Four Point Approach®
Economic Vitality**

- 1) Support existing businesses
- 2) Recruit new businesses
- 3) Support new development opportunities
- 4) Develop strategies to increase business activity
- 5) Support the planning and implementation of capital projects

b. Organization - Planning and Development

- 1) Work to ensure that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively work together
- 2) Maintain a viable non-profit structure with a governing board of directors and standing volunteer committees composed of the stakeholders for the downtown community
- 3) Build consensus and cooperation among various groups and individuals that have a stake in the commercial district
- 4) Identify sources of funding for revitalization activities

c. Promotions

- 1) Market downtown as a destination for living, working, shopping, and entertainment
- 2) Market and promote businesses, events, and cultural programs downtown
- 3) Advocate on behalf of downtown stakeholders
- 4) Educate the public on downtown opportunities and issues

- 5) Communicate with downtown stakeholders
- 6) Communicate with the public sector
- 7) Support existing events with management services and/or funding support
- 8) Support the production of new events
- 9) Develop strategies to increase the utilization of downtown for cultural programs and events
- 10) Coordinate, Plan and Manage the annual Ham & Yam Festival on an annual basis.

d. Design

- 1) Support the planning and implementation of streetscape improvements
- 2) Support the preservation of historic structures
- 3) Provide and support improvements to the downtown aesthetics enhancing the visual quality of the district
- 4) Provide and support place making and street activation enhancements (art installations, street furniture, decorations, signage, etc.)

TERMS:

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. **Recitals.** The Recitals are incorporated herein by reference.

2. **Contract and Length.** DSDC will perform the scope of work defined above from the date of the Contract until the Contract automatically **terminates on June 30, 2026** in accordance with the requirements of the Statute. However, Town has the right to terminate the services of DSDC without cause or justification on 90 days written notice.

3. **Limits on Role, Scope, and Authority of DSDC.** Under no circumstances may the DSDC commit Town funds outside of the program budget to any businesses or projects. DSDC works in a supportive role with the Town to facilitate connections that may result in economic development agreements. Upon contract termination or contract expiration without renewal, DSDC will return all unallocated tax revenue to the Town to be reinvested within the downtown tax district. DSDC is an Independent Contractor.

4. **Annual Program Budget Allocation**

Budgets beginning July 1st and ending June 30th, shall be established annually by the Town. The anticipated funding amount is subject to annual municipal district tax receipts which may fluctuate over the term of the contract. An annual budget assessment report must be in writing to the Town of Smithfield Council and must identify “needs of the service district, completed projects, and pending projects” Before submitting the report; the DSDC must seek input from property owners and residents in the district about the district’s needs for the upcoming fiscal year. The report will include documentation of the efforts of the DSDC to obtain and consider this input.

5. **Miscellaneous:**

- a. **Merger and Modification.** This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and

memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.

- b. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- c. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- d. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- e. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.
- f. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- g. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortious conduct (including negligence) or any other legal theory.
- h. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- i. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- j. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- k. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- l. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Greg Siler, Town Finance Director

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

TOWN OF SMITHFIELD:

By: _____
Michael L. Scott, Town Manager

DOWNTOWN SMITHFIELD DEVELOPMENT CORPORATION, A North Carolina Non-Profit Corporation, 501(c)(3) Corporation

By: _____
Sarah Edwards, Executive Director

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Smithfield will hold a Public Hearing during the course of the Town Council Meeting which will begin at 7:00 pm on **Tuesday, March 7, 2023** in the Council Chambers of the Town Hall, 350 E. Market Street, Smithfield, NC 27577.

The Public Hearing is being conducted in accordance with NCGS 160A -536 (d1). The statute mandates that the Town hold a public hearing prior to entering into a contract with a non-profit organization for enhanced services in the Downtown Smithfield Municipal Service District (MSD). Requests for proposal (RFP) were advertised on January 25, 2023 and solicited from qualified non-profit agencies to partner with the Town for the needs of the MSD.

In accordance with Title II of the Americans with Disabilities Act (ADA), the Town of Smithfield does not discriminate on the basis of disability in conducting its meetings. Individuals with disabilities who require auxiliary aids or services other than accommodations for effective communication and participation in a meeting may contact the Town Clerk at (919) 934-2116 ext. 1108. Request should be made 72 hours prior to the meeting.

All interested persons are invited to attend or submit written comments or suggestions to Shannan Parrish, Town Clerk; Town of Smithfield; P.O. Box 761; Smithfield, NC 27577 or via email at Shannan.parrish@smtihfield-nc.com

Published in Johnstonian News 2/22,2023 & 3/1/2023



Request for Town Council Action

Public
Hearing: ZA-22-04
Date: 03/07/2023

Subject: Stormwater Ordinance Update
Department: Planning Department
Presented by: Planning Director - Stephen Wensman, AICP
Presentation: Public Hearing

Issue Statement

Staff is requesting an amendment to Town of Smithfield Unified Development Ordinance, Article 10, Part VI, Stormwater Management.

Financial Impact

None

Action Needed

The Town Council should review and discuss the proposed amendment and make a recommendation to the Town Council.

Recommendation

Staff recommends the Town Council recommend approval of ZA-22-04, updating the stormwater management regulations.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed Ordinance
3. Consistency Statement
4. Application
5. Planning Board Minutes
6. Legal Advertisement



Staff Report

Public Hearing: ZA-22-04

OVERVIEW:

The North Carolina Department of Environmental Quality (NCDEQ) updates its Local Program requirements for stormwater management from time to time. This year the Town was required to resubmit its Local Program to the NCDEQ for review. The local program consists of the following:

- a. New development plan review and approval
- b. Stormwater control measure (SCM) maintenance
- c. Rule enforcement procedures
- d. Public education
- e. Storm sewer system mapping
- f. Illegal discharge removal

As part of the Local Program review, the Town is required to update its stormwater management ordinance. NCDEQ has approved the draft ordinance and the Town has 6-months to adopt the new ordinance (May 1, 2023).

Current Rules:

- Exempt
 - SF projects that disturb less than one acre are exempt
 - MF, Commercial and Industrial that disturb less than ½ acre are exempt
- Treatment:
 - **Developers provide onsite stormwater treatment if the development's untreated nitrogen export exceeds 6lb/ac/yr for residential or 10lb/ac/yr for other land uses**
 - (No treatment requirements based on project built-upon area (BUA) density)
- Peak flow rate match required for 1yr, 24hr storm
- Nutrient Offset
 - Reductions not achieved onsite can be covered with nutrient offsets
 - Developers fill in a form subsequently developed by DWQ to request local approval of nutrient offsets
 - Offsets are obtained in units of pounds of nitrogen

New Rules:

- Exempt
 - Single family and duplex residential and related recreational development and expansion of development that disturbs less than one acre is exempt.

- Development of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot is exempt from the provisions of this ordinance.
 - Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and does not expand existing structures is exempt.
 - Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and expands existing structures on a parcel but does not result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent is exempt.
 - Development that disturbs less than the above thresholds are not exempt if such activities are part of a larger common plan of development or sale and the larger common plan exceeds the relevant threshold, even though multiple, separate or distinct activities take place at different times on different schedules.
 - Existing development or redevelopment if built-upon area is not increased is exempt from the provisions of this ordinance.
- Treatment:
 - Developers provide onsite stormwater treatment for all cumulative built-upon area (BUA) if the project density > 24% BUA, and meet other low-density, high-**density and other stormwater requirements of DEMLR's 02H .1003**
 - Stricter onsite treatment requirements may apply where development falls under DEMLR Water Supply Watershed Rule.
 - Dedicated offsite regional SCMs may be used for stormwater treatment covering multiple otherwise unrelated projects
 - **Projects meeting the definition of "runoff volume match" do not need to further address nutrient export.**
 - (Peak flow rate match not required)
 - Nutrient Offset:
 - Nutrient reduction needs not achieved following treatment requirements can be covered with nutrient offsets
 - Projects \leq 24% BUA may meet nutrient rate targets entirely by nutrient offsets, but must also meet low density stormwater requirements of 02H .1003
 - Public road/sidewalk expansions may meet nutrient reductions entirely by nutrient offsets
 - SNAP tool can auto-generate the local government offset approval form
 - Offsets are obtained in units of pounds per year of nitrogen or phosphorus
 - Additional Requirements for HOAs:
 - The draft ordinance includes new strengthened language for stormwater operations and maintenance and special requirements for Homeowners Associations (HOAs). HOAs will be required to establish escrow accounts to ensure there are adequate funds for long term maintenance.

CONSISTENCY STATEMENT (STAFF OPINION):

Staff finds the zoning text amendment as proposed 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.

RECOMMENDATION:

Planning Staff and the Planning Board recommend the Town Council recommend approval of the zoning text amendment ZA-22-04 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

RECOMMENDED MOTION:

“move to approve zoning text amendment, ZA-22-04, finding the amendment 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.”**

DRAFT ORDINANCE # ZA-22-04
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 10, PART VI STORMWATER MANAGEMENT

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance, Article 10, Part VI Stormwater Management.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

[Strike all of UDO Article 10, Part VI Stormwater Management and replace with updated text in conformance with the Town's Stormwater Management Program as approved by the NCDEQ as underlined]

PART 1

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART VI. STORMWATER MANAGEMENT.

SECTION 10.42 PURPOSE.

The purpose of this Article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of nitrogen in stormwater runoff and nonpoint and point source pollution associated with new development in the water shed of the Neuse River Basin. in accordance with the statutory authority of planning and regulations of development, NCGS 160-D Article 2, 3, 4, including particularly but not limited to NCGS 160D-404 (enforcement), NCGS 160D Article 8 (subdivision), NCGS 160D Article 7 (zoning) and 15A NCAC 2B.0235 Neuse River Basin Nutrient Sensitive Waters Management Strategy: Basinwide Stormwater Requirements. It has been determined that proper management of construction related and post development stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety and general welfare; and protect water and aquatic resources.

This ordinance seeks to meet its general purpose through the following specific objectives and means:

10.42.1. Establishing decision-making processes for *development* that protects the integrity of watersheds and preserve the health of water resources;

10.42.2. Requiring that new development not exceed export targets for nitrogen in stormwater runoff for the watershed through site layout, engineered stormwater controls, or permanent nutrient offset credits;

10.42.3. Establishing minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;

10.42.4. Establishing design and review criteria for the construction, function, and use of engineered stormwater controls that may be used to meet the minimum post-development stormwater management standards;

10.42.5. Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;

10.42.6. Establishing provisions for the long-term responsibility for and maintenance of engineered stormwater controls to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;

10.42.7. Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to assure appropriate long-term maintenance;

10.72.8. Controlling illicit discharges into the municipal separate stormwater system and waters of the State.

10.42.9. Providing education and outreach to the public regarding methods to prevent and minimize pollutant contributions to the municipal separate stormwater system and waters of the State.

SECTION 10.43 APPLICABILITY; EXCEPTIONS TO APPLICABILITY.

10.43.1. The provisions of this section shall apply to all development and expansion of development in areas within the planning jurisdictional limits of the Town of Smithfield, unless exempt as provided in Section 10.43.2.

10.43.2. The provisions of this section shall not apply to:

10.43.2.1. Single family and duplex residential and related recreational development and expansion of development that disturbs less than one acre is exempt from the provisions of this ordinance.

10.43.2.2. Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and does not expand existing structures on a parcel is exempt from the provisions of this ordinance.

10.43.2.3. Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and expands existing structures on a

parcel but does not result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent is exempt from the provisions of this ordinance.

10.43.2.4. Development that disturbs less than the above thresholds are not exempt if such activities are part of a larger common plan of development or sale and the larger common plan exceeds the relevant threshold, even though multiple, separate or distinct activities take place at different times on different schedules.

10.43.2.5. Development of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot is exempt from the provisions of this ordinance.

10.43.2.6. Existing development or redevelopment if built-upon area is not increased is exempt from the provisions of this ordinance.

10.43.2.7. Activities subject to requirements of the Neuse River Basin Agriculture Rule, 15A NCAC 02B .0712 | .0732 is exempt from the provisions of this ordinance.

10.43.2.8. Development or expansion of development with a vested right per the standards of N.C.G.S. 160D-108 is exempt from the provisions of this ordinance.

10.43.2.9. Development or expansion of development for which the permit application was submitted prior to adoption of this ordinance (March 7, 2023) is exempt from the provisions of this ordinance per the requirements of N.C.G.S. 143-755.

10.43.3. No Development or Expansion Until Compliance and Permit. No development or expansion of development shall occur except in compliance with the provisions of this ordinance or unless exempted. No development or expansion of development for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

SECTION 10.44 INTERPRETATION.

10.44.1. Meaning and Intent. All provisions, terms, phrases, and expressions contained in this ordinance shall be construed according to the general and specific purposes set forth in Section 10.42, Purpose. If a different or more specific meaning is given for a term defined elsewhere in Town of Smithfield Unified Development Ordinance, the meaning and application of the term in this ordinance shall control for purposes of application of this ordinance.

10.44.2. Text Controls in Event of Conflict. In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

10.44.3. Authority for Interpretation. The Stormwater Administrator has authority to determine the interpretation of this ordinance. Any person may request an interpretation by submitting a

written request to the Stormwater Administrator, who shall respond in writing within 30 days. The Stormwater Administrator shall keep on file a record of all written interpretations of this ordinance.

10.44.4. References to Statutes, Regulations, and Documents. Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the Design Manual), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

10.44.5. Computation of Time. The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town of Smithfield, the deadline or required date of action shall be the next day that is not a Saturday, Sunday, or holiday observed by the Town of Smithfield. References to days are calendar days unless otherwise stated.

10.44.6. Delegation of Authority. Any act authorized by this Ordinance to be carried out by the Stormwater Administrator of the Town of Smithfield may be carried out by his or her designee.

SECTION 10.45 DESIGN MANUAL

10.45.1. Reference to Design Manual. The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the Design Manual as the basis for decisions about stormwater permits and about the design, implementation and performance of engineered stormwater controls and other practices for compliance with this ordinance.

The Design Manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Neuse River Basin Nutrient Sensitive Waters Management Strategy

10.45.2. Relationship of Design Manual to Other Laws and Regulations. If the specifications or guidelines of the Design Manual are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Design Manual.

10.45.3. Changes to Standards and Specifications. If the standards, specifications, guidelines, policies, criteria, or other information in the Design Manual are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the applicant shall have the choice of using the new Design Manual in reviewing the application and in implementing this ordinance with regard to the application, or using the old Design Manual.

SECTION 10.46 STORMWATER PERMIT APPLICATION PROCESS AND REVIEW PROCEDURES.

10.46.1. Permit Required; Must Apply for Permit. A stormwater permit is required for all development and expansion of development unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

10.46.2. Effect of Permit. A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including engineered stormwater controls and elements of site design for stormwater management other than engineered stormwater controls.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the development site consistent with the requirements of this ordinance, whether the approach consists of engineered stormwater controls or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the project; rather, compliance after project construction is assured by the maintenance provisions of this ordinance.

10.46.3. Authority to File Applications. All applications required pursuant to this Ordinance shall be submitted to the Stormwater Administrator by the land owner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement.

10.46.4. Establishment of Application Requirements and Fees

10.46.4.1. Application. The application shall be filed with the town on a form supplied by the town and shall be accompanied with the information identified in the stormwater design manual. At a minimum, the stormwater permit application shall describe in detail how post-development stormwater runoff will be controlled and managed, the design of all engineered stormwater controls, and how the proposed project will meet the requirements of this ordinance.

10.46.4.2. Fees. A list of fees associated with this section is available at the planning department in the Smithfield Town Hall in accordance with Section 2.7.

10.46.4.3. Submittal of Complete Application and Review. An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this ordinance, along with the appropriate fee. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the

deficient elements and shall be provided with an opportunity to submit a complete application.

10.46.4.4. Approval. If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Stormwater Administrator shall approve the application. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.

10.46.4.5. Fails to Comply. If the Stormwater Administrator finds that the application fails to comply with the standards of this ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

10.46.4.6. Revision and Subsequent Review. A complete revised application shall be reviewed by the Stormwater Administrator after its re-submittal and shall be approved, approved with conditions or disapproved.

If a revised application is not re-submitted within thirty (90) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee for a new submittal.

SECTION 10.51 STORMWATER PERMIT APPLICATION FOR APPROVAL.

10.51.1. Concept Plan and Consultation Meeting. Before a submitting a stormwater management permit application or before one is deemed complete, the Stormwater Administrator or developer may request a consultation on a concept plan for the post-construction stormwater management system to be utilized in the proposed development project. The purpose of this meeting is to discuss the stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced. A Concept Plan should include:

10.51.1.2. Existing Conditions / Proposed Site Plans. Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); stream and other buffers and features used in designing buffers and meeting any applicable buffer requirements; boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

10.51.1.2. Natural Resources Inventory. A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development and stormwater management.

10.51.1.3. Stormwater Management System Concept Plan. A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed engineered stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

10.51.2. Stormwater Management Permit Application. The stormwater management permit application shall detail how post-development stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of this ordinance, including Section 10.54, General Standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the Design Manual, and that the designs and plans ensure compliance with this ordinance.

The submittal shall include all of the information required in the submittal checklist established by the Stormwater Administrator. Incomplete submittals shall be treated pursuant to Section xx-202(D).

10.51.3. As-Built Plans and Final Approval. Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs and shall submit actual “as built” plans for all stormwater management facilities or practices after final construction is completed.

The plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

10.51.4. Other Permits. No certificate occupancy shall be issued without final as-built plans and a final inspection and approval by the Stormwater Administrator, except where multiple units are served by the stormwater practice or facilities, in which case a percentage of certificates of occupancy may be withheld until as-built plans are submitted and final inspection and approval has occurred.

SECTION 10.52 APPROVALS.

10.52.1. Effect of Approval. Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. No deviations from the terms of the application or the approval shall be made until written approval of proposed changes or deviations has been obtained through permit revision and review. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.

10.52.2. Time Limit/Expiration. An approved plan shall become null and void if the applicant fails to make substantial progress on the site within one year after the date of approval. The Stormwater Administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.

In granting an extension, the Stormwater Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

SECTION 10.53 APPEALS.

10.53.1. Right of Appeal. Except as provided in N.C.G.S. 160D-1403.1, any aggrieved person affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the Stormwater Administrator, may file an appeal to the Board of Adjustment or governing board within 30 days from receipt of the notice of a determination. Appeals of variance requests shall be made in accordance with Section 4.10..

SECTION 10.54 GENERAL STANDARDS.

xx-301 All projects to which this ordinance applies shall comply with the standards of this section. The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and expansion of development maintains the site consistent with the approved project plans.

10.54.1. Nitrogen Loading Rate Targets.

xx-302 10.54.1.1. The project shall meet either a nitrogen stormwater loading rate target of 3.6 pounds per acre per year (lb/ac/yr) or meet “runoff volume match” as defined in 15A NCAC 02H .1002.

xx-303 10.54.1.2. The project area used for nutrient calculation and stormwater requirements includes the site area less any existing built-upon area. The project density used for determining stormwater requirements is the amount of built-upon area subject to this ordinance at project completion divided by the project area.

xx-304 10.54.1.3. The developer shall determine the nitrogen load and loading rate generated from the project area without engineered stormwater controls and determine the needed nitrogen load reduction to meet nutrient targets by using the approved accounting tool.

10.54.2. Nitrogen Standard is Supplemental. The nitrogen loading standards in this ordinance are supplemental to, not replacements for, stormwater standards otherwise required by federal, state or local law, including without limitation any riparian buffer requirements applicable to the location of the development. This includes, without limitation, the riparian buffer protection requirements of 15A NCAC 02B .0714 | .0734 and .0295.

xx-305 10.54.3. Control and Treatment of Runoff Volume.

xx-306 10.54.3.1. All projects shall meet the stormwater system design requirements set forth in 15A NCAC 02H .1003. Projects shall use a project density threshold of greater than twenty-four (>24%) percent built-upon area, whereupon high-density stormwater design is required. All engineered stormwater controls will meet the standards set in the Design Manual and the State’s Minimum Design Criteria, 15A NCAC 02H .1059 through .1062.

xx-307 10.54.2.2. Where high-density stormwater design is required, stormwater systems shall meet the standards set forth in 15A NCAC 02H .1003(3) and be designed to control and treat the volume of runoff generated from all built-upon area by one inch of rainfall or equivalent runoff volume in one or more Primary SCMs. These projects may utilize offsite Primary SCMs dedicated to treating an area encompassing the project.

xx-308 10.54.2.3. Where high-density stormwater design is not required, stormwater systems shall meet the low-density stormwater design standards set forth in 15A NCAC 02H .1003(2).

10.54.3. Methods to Meet Nutrient Control Requirements.

xx-309 Projects subject to this ordinance shall meet nitrogen loading targets through a combination of the following methods:

xx-310 10.54.3.1. Projects may reduce export of nitrogen through any combination of engineered stormwater controls treating runoff on the site, in an approved offsite regional engineered stormwater control, or through the acquisition of permanent nutrient offset credits. The developer shall calculate the nitrogen reduction provided by these controls using the approved accounting tool.

xx-311 10.54.3.2. Proposed development undertaken by a local government solely as a public road expansion or public sidewalk project, or proposed development subject to the jurisdiction of the Surface Transportation Board, may meet nitrogen reduction needs for the project entirely through the use of permanent nutrient offset credits pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703.

10.54.4. Use of Permanent Nutrient Offset Credits.

xx-312 10.54.4.1. Sufficient permanent nutrient offset credits to meet project nutrient reduction needs not provided by engineered stormwater controls serving the project shall be acquired prior to approval of the development plan. The Stormwater Administrator shall issue an approval letter for the development that documents the needed nitrogen credits and where the development is located relative to the Neuse River Basin Nutrient Sensitive Waters Management Strategy; Basinwide Stormwater requirements. All permanent nutrient offset credits permitted by this ordinance shall meet the requirements of 15A NCAC 02B .0703.

xx-313 10.54.4.2. Permanent nutrient offset credits shall be acquired pursuant to N.C.G.S. 143-214.26 and 15A NCAC 02B .0703 prior to the start of construction of the project.

xx-314 10.54.4.3. A developer subject to this ordinance may acquire permanent nutrient offset credits through one of the following methods:

xx-315 10.54.4.3.1. Through a private nutrient bank;

xx-316 10.54.4.3.2. Through offsite offset provided by the developer and approved by Town of Smithfield;

xx-317 10.54.4.3.3. Through payment into the Riparian Buffer Restoration Fund established in N.C.G.S. 143-214.21.

xx-318 10.54.4.4. Excess permanent nutrient offset credits acquired beyond what is required for the development may not be applied to any other development.

10.54.5. Evaluation of Standards for Stormwater Control Measures.

10.54.5.1. Evaluation According to Contents of Design Manual. All engineered stormwater controls and stormwater systems required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice in the Design Manual. The Stormwater Administrator shall determine whether proposed engineered stormwater controls will be adequate to meet the requirements of this ordinance.

10.54.5.2. Determination of Adequacy; Presumptions and Alternatives. Engineered stormwater controls that are designed, constructed, and maintained in accordance with the criteria and specifications in the Design Manual will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the Design Manual, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

SECTION 10.55 GENERAL STANDARDS FOR MAINTENANCE

10.55.1. Function of Engineered Stormwater Controls As Intended. The owner of each engineered stormwater control installed pursuant to this ordinance shall ensure adequate maintenance and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the engineered stormwater control was designed.

10.55.2. Annual Maintenance Inspection and Report. The person responsible for maintenance of any engineered stormwater control installed pursuant to this ordinance shall submit to the Stormwater Administrator an inspection report from a qualified professional certified by the North Carolina Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

10.55.2.1. The name and address of the land owner;

10.55.2.2. The recorded book and page number of the lot of each engineered stormwater control;

10.55.2.3. A statement that an inspection was made of all engineered stormwater controls;

10.55.2.4. The date the inspection was made;

10.55.2.5. A statement that all inspected engineered stormwater controls are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and

10.55.2.6. The original signature and seal of the engineer, surveyor, or landscape architect.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the

date of as-built certification and each year thereafter on or before the date of the as-built certification.

10.55.3. if the required annual inspection SCM is not submitted to the Town, the Stormwater Administrator may perform the annual inspection at the expense of the personal responsible for maintenance and inspection of the SCM in accordance with the Section 2.7 and 10.56.4.

SECTION 10.56 OPERATION AND MAINTENANCE OF ENGINEERED STORMWATER CONTROLS:

10.56.1. Operation and Maintenance Plan. There shall be an Operation and Maintenance Plan (O&M Plan) for every engineered stormwater control. The O&M Plan shall specify all operation and maintenance work necessary for the function of all engineered stormwater control components, including the stormwater conveyance system, perimeter of the device, inlet(s), pretreatment measures, main treatment area, outlet, vegetation, and discharge point.

The O&M Plan shall require the owner to maintain, repair and, if necessary, reconstruct the engineered stormwater controls, and shall state the terms, conditions, and schedule of maintenance for the engineered stormwater controls. The O&M Plan shall specify methods to be used to maintain or restore the engineered stormwater controls to design specifications in the event of failure.

The O&M Plan shall be signed by the owner and notarized. The owner shall keep maintenance records and these shall be available upon request by the Stormwater Administrator.

10.56.2. Operation and Maintenance Agreement. Prior to the conveyance or transfer of any lot or building site to be served by engineered stormwater controls pursuant to this ordinance, and prior to issuance of any permit for *development* requiring engineered stormwater controls pursuant to this ordinance, the applicant or owner of the site must enter into an Operation and Maintenance Agreement (O&M Agreement) with the Stormwater Administrator. The O&M Agreement shall require the applicant or owner to maintain, repair, or reconstruct the engineered stormwater controls in accordance with the approved design plans and the Operation and Maintenance Plan. The O&M Agreement shall be binding on all subsequent owners of the site, portions of the site, and lots, or parcels served by the engineered stormwater control. Until the transference of all property, sites, or lots served by the engineered stormwater control, the original owner or applicant shall have primary responsibility for carrying out the provisions of the O&M Agreement.

The O&M Agreement shall grant to Town of Smithfield a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the engineered stormwater control; however, in no case shall the right of entry, of itself, confer an obligation on Town of Smithfield to assume responsibility for the engineered stormwater controls.

The O&M Agreement must be approved by the Stormwater Administrator prior to development plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded O&M Agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation.

10.56.3. Special Requirement for Homeowners' and Other Associations. For all engineered stormwater controls required pursuant to this ordinance and that are to be or are owned and

maintained by a homeowners' association, property owners' association, or similar entity, the required O&M Agreement shall include all of the following provisions:

10.56.3.1. Acknowledgment that the association shall continuously operate and maintain the engineered stormwater controls according to the specifications laid out in the Operation and Maintenance Plan.

10.56.3.2. Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the engineered stormwater controls. If engineered stormwater controls are not performing adequately or as intended or are not properly maintained, the Town of Smithfield, in its sole discretion, may remedy the situation, and in such instances the the Town of Smithfield shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the engineered stormwater controls, provided that the Town of Smithfield shall first consent to the expenditure.

10.56.3.3. Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the engineered stormwater controls. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the engineered stormwater controls. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.

10.56.3.4. The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town of Smithfield depending on the design and materials of the engineered stormwater controls.

10.56.3.5. Granting to the Town of Smithfield a right of entry to inspect, monitor, maintain, repair, and reconstruct engineered stormwater controls.

10.56.3.6. Allowing the Town of Smithfield to recover from the association and its members any and all costs the Town of Smithfield expends to maintain or repair the engineered stormwater controls or to correct any operational deficiencies. Failure to pay the Town of Smithfield all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In case of a deficiency, the Town of Smithfield shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.

10.56.3.7. A statement that this agreement shall not obligate the Town of Smithfield to maintain or repair any engineered stormwater controls, and the Town of Smithfield shall not be liable to any person for the condition or operation of engineered stormwater controls.

10.56.3.8. A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town of Smithfield to enforce any of its ordinances as authorized by law.

10.56.3.9. A provision indemnifying and holding harmless the Town of Smithfield for any costs and injuries arising from or related to the engineered stormwater controls, unless the name of Town of Smithfield has agreed in writing to assume the maintenance responsibility for the engineered stormwater controls and has accepted dedication of any and all rights necessary to carry out that maintenance.

10.56.4 Deed Recordation and Indications on Plat. The inspection and maintenance agreement shall be recorded in the register of deeds at the expense of the applicant.

10.56.4. Inspection Program. Inspections and inspection programs by Town of Smithfield may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the engineered stormwater controls; and evaluating the condition of engineered stormwater controls.

If the owner or occupant of any property refuses to permit such inspection, the Stormwater Administrator shall proceed to obtain an administrative search warrant pursuant to N.C.G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Administrator while carrying out his or her official duties.

10.56.5 Performance Security for Installation and Maintenance.

10.56.5.1. The Town of Smithfield may, at its discretion, require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the engineered stormwater controls are:

10.56.5.1.1. installed by the permit holder as required by the approved stormwater management plan, and/or

10.56.5.1.2. maintained by the owner as required by the Operation and Maintenance Agreement.

10.56.5.2. Amount.

10.56.5.2.1. Installation. The amount of an installation performance security shall be the total estimated construction cost of the engineered stormwater controls approved under the permit, plus 25%.

10.56.5.2.2. Maintenance. The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the engineered stormwater controls approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

10.56.5.3. Uses of Performance Security

10.56.5.3.1. Forfeiture Provisions. The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the

applicant or owner in accordance with this ordinance, approvals issued pursuant to this ordinance, or an Operation and Maintenance Agreement established pursuant to this ordinance.

10.56.5.3.2. Default. Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any engineered stormwater control in accordance with the applicable permit or Operation and Maintenance Agreement, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or Operation and Maintenance Agreement. In the event of a default triggering the use of installation performance security, the Town of Smithfield shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

10.56.5.3.3. Costs in Excess of Performance Security. If Town of Smithfield takes action upon such failure by the applicant or owner, the Town of Smithfield may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

10.56.5.3.3. Refund. Within sixty days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the engineered stormwater controls covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

SECTION 10.57. RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES.

The owner of each engineered stormwater control shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.

SECTION 10.58 EASEMENTS AND SCM ACCESS.

Easements for stormwater SCM s shall include the area of the SCM, and enough area for access and maintenance from a public right-of-way in accordance with the Town's Standard Detail and Specifications Manual. The easement shall be recorded in the register of deeds at the expense of the applicant and shall be depicted on the final plat or recorded map prior to approval of the certificate of occupancy or final plat.

SECTION 10.59 ILLEGAL DISCHARGE.

No person shall cause or allow the discharge, disposal, pouring or pumping directly or indirectly to any stormwater conveyance structure, stormwater conveyance system, stream, lake, pond,

wetland, or other body of water, or upon the land in proximity to the same, any fluid, solid, or other substance (other than stormwater). Prohibited substances include, but are not limited to oil, anti-freeze, chemicals, animal waste, paints, garbage, and litter. Examples of illegal discharges are:

10.59.1. Dumping of oil, anti-freeze, paint or cleaning fluids;

10.59.2. Untreated commercial carwash wash water;

10.59.3. Industrial challenges;

10.59.4. Contaminated foundation drains;

10.59.5. Cooling waters, unless no chemicals added and has valid NPDES permit;

10.59.6. Wash water from commercial and industrial activities;

10.59.7. Chlorinated backwash and draining associated with swimming pools;

10.59.8. Domestic wastewater;

10.59.9. Septic system effluent;

10.59.10. Washing machine discharges.

SECTION 10.60 ALLOWABLE DISCHARGES.

Examples of allowed discharges are:

10.60.1. Water line flushing;

10.60.2. Irrigation;

10.60.3. Uncontaminated groundwater pumping;

10.60.4. Street wash water;

10.60.5. Dechlorinated backwash and drainage associated with swimming pools;

10.60.6. NPDES permitted discharges.

SECTION 10.61 ILLEGAL CONNECTIONS.

Connections to a stormwater conveyance system or structure that allow the discharge(s) of non-stormwater are unlawful. Prohibited connections include but are not limited to:

10.61.1. Floor drains;

10.61.2. Waste water from washing machines or sanitary sewers;

10.61.3. Wash water from commercial vehicle washing or steam cleaning;

10.61.4. Waste water from septic systems.

SECTION 10.62 DETERMINATION OF CONNECTION.

Upon determining that said connection:

10.62.1. May result in the discharge of hazardous materials, may pose a threat to health and safety, or is likely to result in immediate injury or harm to human or animal life, natural resources, to real or personal property, or habitat, or

10.62.2. Was made in violation of any applicable regulation or ordinance, the UDO Administrator shall outline in a notice of violation, sent by certified mail, the time in which the connection shall be removed. Failure to comply with the terms and deadline set in the notice of violation will constitute a violation of this Ordinance.

SECTION 10.63 RIPARIAN BUFFERS.

Fifty-foot wide riparian buffers shall be maintained along both sides of a stream, river or other water body as required by the Neuse River Basin: Nutrient Sensitive Waters Management Strategy - Protection and Maintenance of Riparian Buffers, Section 3(a-b). Riparian buffer shall be noted on the maps submitted for stormwater management plan approval and shall be noted on the final, recorded map.

If new development is proposed within the WS-IV-CA or WS-IV-PA Districts, the buffer shall be in accordance with Section 10.29.9.

Determination of exemptions as noted in 15A NCAC 2B.0233 Neuse River Basin: Nutrient Sensitive Waters Management Strategy - Protection and Maintenance of Riparian Buffers, Section 3 (a-b) shall be made by the NCDEQ Division of Water Resources.

SECTION 10.64 RIGHT TO ENTER.

Any town personnel, or contractors for the town shall be permitted to enter upon public or private property for the purposes of inspection, sampling, monitoring, testing, or otherwise verifying compliance. Should the town personnel, or contractor for the town, be denied reasonable access to any property, the UDO Administrator shall obtain an administrative search warrant.

No person shall obstruct, hamper or interfere with any such representative while carrying out his/her official duties.

PART 2

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

Duly adopted this the 7th day of March, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-22-04

Whereas the Smithfield Town Council, upon acting on a zoning ordinance 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 ordinance 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 APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-22-04 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

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

That the final action regarding zoning ordinance amendment ZA-22-04 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 ordinance amendment does not promote this and therefore is neither reasonable nor in the public interest.

**Town of Smithfield
Planning Board Minutes
Thursday, February 2nd, 2023
Town Hall Council Chambers
6:00 PM**

Members Present:

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

Members Absent:

Alisa Bizzell

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Support Specialist

Staff Absent:

Stephen Wensman, Planning Director

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA Doris Wallace made a motion to approve the agenda; seconded by Debbie Howard. Unanimously approved

APPROVAL OF MINUTES for January 5th, 2023

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

NEW BUSINESS

ZA-22-04 Town of Smithfield: The applicant is requesting an amendment to Unified Development Ordinances, Article 10, Part VI, Stormwater Management that incorporates revisions mandated by the North Carolina Department of Environmental Quality.

Mark Helmer stated that the North Carolina Department of Environmental Quality (NCDEQ) updates its local program requirements for stormwater management from time to time. This year the Town was required to resubmit its local program to the NCDEQ for review. The local program consists of the following:

- New development plan review and approval
- Stormwater control measure (SCM) maintenance
- Rule enforcement procedures
- Public education
- Storm sewer system mapping
- Illegal discharge removal

As part of the Local Program review, the Town is required to update its stormwater management ordinance. NCDEQ has approved the draft ordinance and the Town has 6- months to adopt the new ordinance (May 1, 2023).

Current Rules:

- SF projects that disturb less than one acre are exempt
- MF, Commercial and Industrial that disturb less than ½ acre are exempt

Treatment:

- Developers provide onsite stormwater treatment if the development’s untreated nitrogen export exceeds 6lb/ac/yr. for residential or 10lb/ac/yr. for other land uses
- (No treatment requirements based on project built-upon area (BUA) density)
- Peak flow rate match required for 1yr, 24hr storm

Nutrient Offset

- Reductions not achieved onsite can be covered with nutrient offsets
- Developers fill in a form subsequently developed by DWQ to request local approval of nutrient offsets
- Offsets are obtained in units of pounds of nitrogen

New Rules:

Single family and duplex residential and related recreational development and expansion of development that disturbs less than one acre is exempt.

Development of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built upon area on the lot is exempt from the provisions of this ordinance.

Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and does not expand existing structures is exempt.

Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and expands existing structures on a parcel but does not

result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent is exempt.

Development that disturbs less than the above thresholds are not exempt if such activities are part of a larger common plan of development or sale and the larger common plan exceeds the relevant threshold, even though multiple, separate or distinct activities take place at different times on different schedules.

Existing development or redevelopment if built-upon area is not increased is exempt from the provisions of this ordinance.

Treatment:

Developers provide onsite stormwater treatment for all cumulative built-upon area (BUA) if the project density > 24% BUA, and meet other low-density, high-density and other stormwater requirements of DEMLR's 02H .1003

Stricter onsite treatment requirements may apply where development falls under DEMLR Water Supply Watershed Rule.

Dedicated offsite regional SCMs may be used for stormwater treatment covering multiple otherwise unrelated projects

Projects meeting the definition of "runoff volume match" do not need to further address nutrient export. (Peak flow rate match not required)

Nutrient Offset:

Nutrient reduction needs not achieved following treatment requirements can be covered with nutrient offsets

Projects ≤ 24% BUA may meet nutrient rate targets entirely by nutrient offsets, but must also meet low density stormwater requirements of 02H.1003

Public road/sidewalk expansions may meet nutrient reductions entirely by nutrient offsets

SNAP tool can auto-generate the local government offset approval form

Offsets are obtained in units of pounds per year of nitrogen or phosphorus

Additional Requirements for HOAs:

The draft ordinance includes new strengthened language for stormwater operations and maintenance and special requirements for Homeowners Associations (HOAs). HOAs will be required to establish escrow accounts to ensure there are adequate funds for long term maintenance.

Debbie Howard asked for an example since residential and PUDs were excluded.

Mark Helmer said say someone has a 5-acre tract of land and they build a million-dollar house with a swimming pool and a 5-car garage and a ½ mile long driveway at some point they are going to hit that 5% and will trigger stormwater which means retention and nitrogen buydown. Mark Lane asked if he was correct in thinking it would change from 15% to 24%?

Mark Helmer said yes, likely not many subdivisions in the town limits will take advantage of that but most of them will want to do stormwater. You get more bang for your buck when you do stormwater.

Debbie Howard made a motion to recommend approval for ZA-22-04; seconded by Doris Wallace. Unanimously approved.

ZA-23-01: Town of Smithfield: The applicant is requesting an amendment to the Unified Development Ordinances, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet within the Heavy Industrial zoning district.

Staff is requesting the Planning Board recommend approval of the following amendments to the Unified Development Ordinance, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet in the Heavy Industrial District.

Mark Helmer stated that in 2001, the Town Council approved an amendment to Article 8, Section 8.11 to allow maximum building height of 80 feet in the Light Industrial District. This request was made by the Chris Johnson from Johnston County Economic Development to prepare for light industrial growth. Development needs have changed, and many industrial users are looking for taller buildings, up to 80-feet. At the time the amendment was approved, the town had no undeveloped heavy industrial sites and there was no need to change the heavy industrial height standard. In December 2022, the Town rezoned a parcel on Citation Lane from Light Industrial to Heavy Industrial. As with Light Industrial standards, a greater building height standard is needed. In the past with special use permits, the town could approve building height greater than 40 feet. No special conditions were ever added to such special use permits. Taller buildings have the potential to cast long shadows on adjacent properties and can be an issue for fire protection. The Fire Department is equipped with ladder trucks for fighting fires in tall buildings. The existing 40-foot building height is an impediment to industrial development.

Staff finds the zoning text amendment as proposed 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.

Doris Wallace made a motion to recommend approval of zoning text amendment, ZA-23 -01 , amending Article 8 , Section 8.11 to change the maximum building height to 80 feet in the Heavy

Industrial District finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest; seconded by Ashley Spain. Unanimously approved.

OLD BUSINESS: Social Media Policy

Mark Helmer asked that each board member sign a copy of the policy and have a witness sign after them. These policies are to be turned back in to Planning Staff.

Mark Helmer presented each board member with a draft copy of the Comprehensive Pedestrian Plan. He asked they review it and write down any questions they may have. We will bring it back before the board at the March 2, 2023 Planning Board meeting.

Mark Helmer went over the Planning Department Developmental Report.

Adjournment

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

Respectfully Submitted,

A handwritten signature in cursive script that reads "Julie Edmonds". The signature is written in black ink on a white background.

Julie Edmonds
Administrative Support Specialist

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, March 7, 2023 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ZA-22-04 Town of Smithfield: The applicant is requesting an amendment to Unified Development Ordinances, Article 10, Part VI, Stormwater Management that incorporates revisions mandated by the North Carolina Department of Environmental Quality.

ZA-23-01: Town of Smithfield: The applicant is requesting an amendment to the Unified Development Ordinances, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet within the Heavy Industrial zoning district.

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 News and Observer on February 22, 2023

Run Legal ad in the Johnstonian on March 1, 2023.



Request for Town Council Action

Public
Hearing: ZA-23-01
Date: 03/07/2023

Subject: Zoning Text Amendment
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Request to amend the Unified Development Ordinance, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet in the Heavy Industrial District.

Financial Impact

None.

Action Needed

Town Council is respectfully requested to review the zoning text amendment and to make a decision whether to recommend approval, approval with changes, or to recommend denial of the request.

Recommendation

Planning Staff and the Planning Board recommend the Town Council approve zoning text amendment ZA-23-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft Zoning Text Amendment
2. Consistency Statement
3. Application



Staff Report

Agenda
Item: ZA-23-01

REQUEST:

Staff is requesting the Town Council approve the amendment to the Unified Development Ordinance, Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet in the Heavy Industrial District.

ANALYSIS:

In 2001, the Town Council approved an amendment to Article 8, Section 8.11 to allow maximum building height of 80 feet in the Light Industrial District. This request was made by the Chris Johnson from Johnston County Economic Development to prepare for light industrial growth. Development needs have changed, and many industrial users are looking for taller buildings, up to 80-feet. At the time the amendment was approved, the town had no undeveloped heavy industrial sites and there was no need to change the heavy industrial height standard. In December 2022, the Town rezoned a parcel on Citation Lane from Light Industrial to Heavy Industrial. As with Light Industrial standards, a greater building height standard is needed.

In the past with special use permits, the town could approve building height greater than 40 feet. No special conditions were ever added to such special use permits. Taller buildings have the potential to cast long shadows on adjacent properties and can be an issue for fire protection. The Fire Department is equipped with ladder trucks for fighting fires in tall buildings. The existing 40-foot building height is an impediment to industrial development.

CONSISTENCY STATEMENT (STAFF OPINION):

Staff and the Planning Board find the zoning text amendment as proposed 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.

RECOMMENDATION:

Planning Staff and the Planning Board recommend the Town Council approve zoning text amendment, ZA-23-01, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest.

STAFF RECOMMENDED MOTION:

Staff recommends the following motions:

"move to approve zoning text amendment, ZA-23-01, amending Article 8, Section 8.11 to change the maximum building height to 80 feet in the Heavy Industrial District finding the amendment 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.***"

DRAFT ORDINANCE # ZA-23-01
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 8, SECTION 8.11 TO CHANGE THE MAXIMUM
BUILDING HEIGHT FROM 40 TO 80 FEET IN THE HEAVY
INDUSTRIAL DISTRICT.

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet in the Heavy Industrial District.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

PART 1

[Revise Article 8, Section 8.11 to change the maximum building height from 40 to 80 feet in the Heavy Industrial District.]

Sec. 8.11. - HI Heavy Industrial District.

8.11.1. - Dimensional Requirements.

(A) Minimum Lot Area	20,000 sq ft	
(B) Minimum Lot Frontage	150 sq ft	
(C) Front Yard Setback	50 ft	
(D) Side Yard Width	25 ft	
(E) Rear Yard Depth	40 ft	
(F) Maximum Building Height	<u>80</u> 40 ft	
(G) Accessory Buildings	10 ft (see Note 8.13.2)	

PART 2

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

PART 3

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

Duly adopted this the 7th day of March, 2023.

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-23-01

Whereas the Smithfield Town Council, upon acting on a zoning ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning ordinance amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

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

IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,

That the final action regarding zoning ordinance amendment ZA-23-01 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 regularly scheduled meeting of Town Council; 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 ordinance 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 at their regularly scheduled meeting. Therefore, the ordinance amendment is reasonable and in the public interest.

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

That the final action regarding zoning ordinance amendment ZA-23-01 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 ordinance amendment does not promote this and therefore is neither reasonable nor in the public interest.



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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield Unified Development Ordinance, Proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

Stephen Wensman

Petitioner's Name	Address or PO Box
Smithfield	919-934-2116, ext. 1114
City, State, Zip Code	Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:
 to increase the maximum building height in the Heavy Industrial District
 from 40' to 80'. Standards have changed and the 40' max. height is a
 (Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.

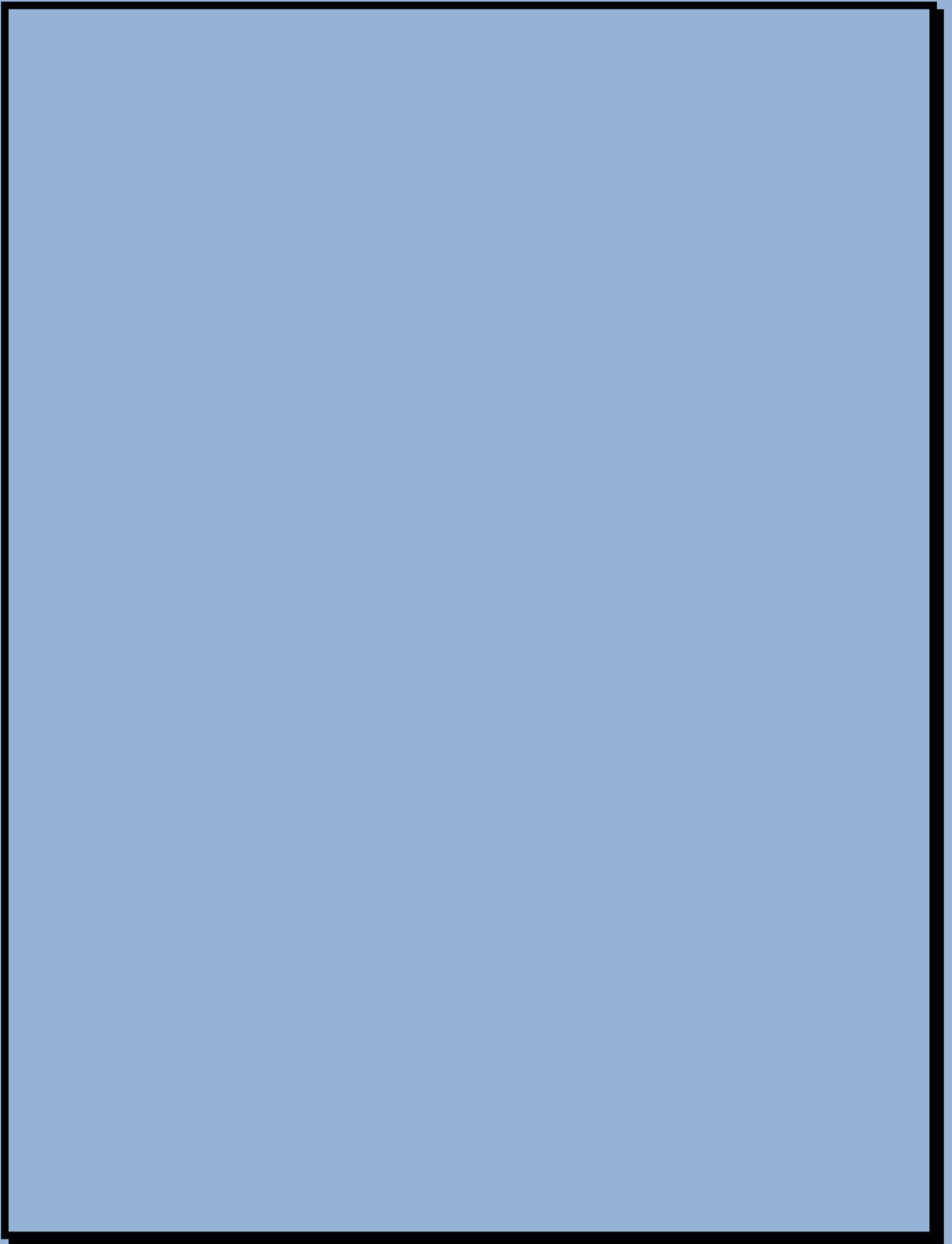
Stephen Wensman	1/18/23
Signature of Petitioner	Date

FOR OFFICE USE ONLY

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

Agenda Items



The Smithfield Town Council met in regular session on Tuesday, February 7, 2023 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore, presided.

Councilmen Present:

John Dunn, Mayor Pro-Tem
Sloan 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 Dr.
James Grady, Interim Police Chief
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
Eric McDowell, IT Director
Shannan Parrish, Town Clerk
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 7:01 pm.

INVOCATION

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

APPROVAL OF AGENDA:

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

Add to the Consent Agenda:

Item 5: Consideration and request for approval to appoint Elizabeth Baker to serve a first term on the Appearance Commission and Historic Properties Commission

Item 6. Consideration and request for approval to appoint Jan Branch and Brittany Lucas to the Downtown Smithfield Development Corporation's Board of Directors by adopting Resolution No. 720 (03-2023)

Closed Session: Add section (a) (5)

Unanimously approved

PRESENTATIONS:

1. Proclamation – Declaring February as All in Red Month

Mayor Moore read the following Proclamation and explained the importance of the All in Red Month Campaign

PROCLAMATION
Designating February as
"All in Red Month"

In the Town of Smithfield

Whereas, the well-being of our community is of paramount importance and maintaining excellent health among our citizens is a top priority, February marks the one month, county-wide heart health awareness campaign entitled “ALL IN RED”, presented by Johnston Health, and organized by the Johnston Health Foundation; and

Whereas, In the United States, North Carolina, and Johnston County heart disease is the leading cause of death among men and women;

Whereas, Heart Disease and Stroke ranks among the top five health priorities in Johnston County; per the 2019 Johnston County Community Health Needs Assessment Implementation Plan; and

Whereas, per the Center for Disease Control and Prevention (CDC), about 80% of deaths from premature heart disease and stroke could be prevented by changes in physical activity, diet, education and management of common medical conditions, and;

Whereas, ALL IN RED is an opportunity to increase heart health awareness, while addressing the growing needs of local heart patients; and

Whereas, the ALL IN RED campaign invites all Johnston County residents, business owners and visitors to participate in this initiative by wearing RED on February 3, 2023, National Wear Red Day, and/or running a RED promo or fundraiser in February; and

Whereas, the financial challenges of a heart patient are enormous; all funds raised within this campaign period will benefit local heart patients through the Johnston Health Foundation’s Heart Fund; and

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

NOW, THEREFORE, the Honorable Mayor, M. Andy Moore and the Smithfield Town Council does hereby proclaim February 2023 as “*ALL IN RED MONTH*” and encourages businesses, industries and citizens in the community to support and participate in this event.

PUBLIC HEARINGS:

1. Unified Development Ordinance Text Amendment – Mr. William R. Andrews (ZA-22-05):

The applicant is requesting an amendment to the Unified Development Ordinances, Article 6, Table 6.6 Table of Uses and Activities to allow Accessory Dwelling Units (ADUs) in the R-20A Zoning District with supplementary standards, Article 7 Section 7.3 to add supplementary standards for ADUs; and Article 11, Section A.3 adding a definition for ADU.

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

Planning Director Stephen Wensman explained Mr. Andrews was requesting the UDO amendment so he could obtain a permit to complete the construct of an accessory dwelling unit in his barn for his daughter. He had begun the construction with a valid permit for the ADU prior to the Town’s expansion of the ETJ and was hoping to complete the work at this time to enable his daughter to live in it. His permit application was rejected because ADUs were not permitted within the Town’s zoning jurisdiction.

In 2020, when the Town Plan approval was being considered by the Town Council, a policy recommendation that was stricken from the plan was: Objective 5: Encourage a mix of housing types inside the Town Limits was a policy to allow accessory dwelling units that meet performance-based criteria. This requested UDO Amendment is different than the deleted policy in that it would allow ADUs in the R20-A

District only and only on parcels 2 acres or greater, and most of these were located outside of the Town's corporate limits. Permitting ADU's on larger rural lots would allow property owners to enjoy greater utility of their properties without negatively impacting neighbors, while providing needed housing. In the case of Mr. Andrews, it also provides him an opportunity to provide needed housing to his daughter who can then help care for he and his wife.

Accessory Dwelling Units were being promoted by the American Planning Association to address the national shortage of affordable housing. The Town has many illegal or legal non-conforming accessory dwellings scattered throughout the Town and mostly they go unnoticed without any complaint or issue. Also, Johnston County does not permit ADUs.

An additional supplementary standard was recommended, 7.3.3.7., restricting ADUs from having separate utility meters, ensuring they are accessory to the principal structure. This addition was suggested by Staff after the Planning Board meeting to review the ordinance.

Mr. Wensman explained the proposed amendment would modify the following 3 sections of the UDO:

1. Article 6, Section 6.6 would be amended to allow ADUs as permitted uses with standards in the R-20A District
2. Article 7, Section 7.3.3 would be added creating supplementary standards for ADUs
3. A definition for ADU would be added to Article 11, Section A.3

Consistency Statement (Staff Opinion):

The zoning text amendment as proposed is consistency with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

Recommendation:

Planning Staff and the Planning Board recommend approval of the zoning text amendment, ZA-22-05, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and that the request is reasonable and in the public interest

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the February 7, 2023 agenda packet.

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned if the owner would be required to have paved parking for the Accessory Dwelling Unit. Mr. Wensman responded the parking area could be gravel or paved.

Councilman Stevens questioned if there should be some type of size restriction placed on the Accessory Dwelling Unit (ADU). It was his concern that someone could essentially build two large houses on one piece of property. Mr. Wensman responded that Council could restrict the size of the ADU. Town Attorney Bob Spence suggested the maximum square footage of an ADU to be 1200 sq. ft.

Mayor Moore questioned if Mr. Andrews' structure was already built. Mr. Wensman responded that Mr. Andrews structure was a partly finished apartment on the second floor of a garage. He wanted to finish it per code, but was not allowed.

Councilman Barbour stated the intent of this amendment was to allow for something similar to a mother-in-law suite and not to allow for another house.

Councilman Scott stated there were two key points to the amendment. One, the property could not be subdivided for each structure, and two, the two structures could not have separate utilities. He suggested opting for the use of a percentage of the primary structure in relation to size of the ADU. He suggested possibly using 75% of the total square footage of the primary structure be allowed for the ADU. Mr. Wensman responded the Council could use the square footage percentage with a maximum square footage

allowance of 1200 sq. ft.

Councilman Barbour also suggested that staff investigate changing the UDO to allow more than one accessory structure on property in Town. Currently, the UDO only allows for one such structure.

Mayor Moore questioned if Mr. Andrews' apartment could become rental property in the future if his daughter chose not to live in the apartment. Mr. Wensman responded it could become rental property. Mayor Moore further questioned if Council could restrict that it not become a rental. Mr. Wensman responded there was no way to control it becoming a rental.

Councilman Scott questioned if the ADU could be a recreational vehicle or manufactured home. Mr. Wensman responded that an ADU could not be a recreational vehicle or manufactured home. The ADU would have to meet the North Carolina Building Code.

Town Manager Michael Scott asked if there was any language that prohibited the number of dwelling units in the R20-A zoning district. Mr. Wensman responded there were only two accessory structures allowable in the R20-A zoning district. The ADU would be considered as one of the two structures.

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

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

Councilman Barbour made a motion, seconded by Councilman Wood, to recommend approval of zoning text amendment, ZA-22-05, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

DRAFT ORDINANCE # ZA-22-05
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 6, Section 6.6, Article 7, Section 7.3.3, and Article 11, Section A.3

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 6, Section 6.6 permitting Accessory Dwelling Units (ADUs) in the R-20A District with supplementary standards, Article 7, Section 7.3.3 adding supplementary standards for ADUs, and Article 11, Section A.3 adding a definition for ADU.

WHEREAS, it is the objective of the Smithfield Town Council to have the UDO promote regulatory efficiency and consistency and the health, safety, and general welfare of the community;

NOW, THEREFORE, be it ordained that the following Articles are amended to make the following changes set forth in the deletions (strikethroughs) and additions (double underlining) below:

[Revise Article 6, Section 6.6 permitting Accessory Dwelling Units (ADUs) in the R-20A District with supplementary standards.]

PART 1

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

Section 6.6 TABLES of Uses and Activities – Primary Zoning Districts.

Uses	Primary Zoning Districts											Supplemental Regulations	
	R-20A	R-10	R-8	R-6	R-MH	O/I	B-1	B-2	B-3	LI (Sect. 7.2)	HI (Sect. 7.2)		AH/H
ACCESSORY USES													
<u>Accessory Dwelling Unit (ADU)</u>	PS												Section 7.3
Accessory structures/buildings	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS		Section 7.3
Accessory uses incidental to any permitted use	P	P	P	P	P	P	P	P	P	P	P		
Child care center (as an accessory use for a principal business)						PS	PS	PS		PS	PS		Section 7.4.1
Customary home occupations	PS	PS	PS	PS	PS	PS	PS	PS					Section 7.7
Cemeteries	S					P							

[Revise Article 7, Section 7.3.3 adding supplementary standards for ADUs.]

Part 2

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

7.3.3. Accessory Dwelling Unit (ADU). ADUs are permitted in the R-20A Zoning District on properties that are 2 or more acres in size, have adequate sewer or adequately sized and functioning septic system for the use.

7.3.3.1. An ADU shall be located on the same lot as a principal dwelling and meet both of the following: a. The gross floor area of the accessory dwelling shall be no greater than 75% of the gross floor area of the total principal dwelling with a maximum square footage of 1,200 sq. ft.

7.3.3.2. An ADU shall be affixed to or constructed on a permanent foundation and not be a manufactured home or moveable structure and meet applicable NC Building Code requirements.

7.3.3.3. There shall be no more than one ADU on the same lot as a principal dwelling.

7.3.3.4. An ADU shall be accessed by a lockable external entrance.

7.3.3.5. Ownership of an ADU shall not be transferred apart from its principal dwelling unit.

7.3.3.6. An ADU shall have dedicated paved parking area in accordance with Article 10, Part I.

7.3.3.7. ADUs shall not have utility meters separate from the principal dwelling.

[Revise Article 11, Section A.3 adding a definition for ADU.]

PART 3

That the Unified Development Ordinance shall be page numbered and revision dated as necessary to accommodate these changes.

Accessory Dwelling Unit (ADU).

A self-contained dwelling unit that is located on the same lot as a principal dwelling that meets the supplemental regulations identified in Section 7.3.3. An Accessory Dwelling Unit may be located above a garage. Accessory Dwelling Units may be detached, attached, or internal to the principal dwelling. Only residential uses are permitted in Accessory Dwelling Units.

PART 4

That these amendments of the Unified Development Ordinance shall become effective upon adoption.

2. **Contiguous Annexation – Town of Smithfield (ANX-23-01):** In accordance with NCGS 160A-31, the Town of Smithfield is seeking to annex 16.2 acres of land into the corporate Town limits by adoption of Ordinance No. 516

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

Planning Director Stephen Wensman explained the Town of Smithfield was requesting voluntarily annexation of a 16.2-acre property into the Town of Smithfield. The property was located on the north side of Barbour Road approximately 270 feet west of the Barbour Road/Bella Square intersection. On January 10, 2023, the Town Council adopted a Resolution setting the date for the public hearing on the question of annexation.

Planning Director Stephen Wensman has incorporated his entire record and provided it to the Council in written form in the February 7, 2023 agenda packet.

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

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

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

Councilman Barbour made a motion, seconded by Councilman Wood, to adopt Ordinance No. 516 extending the Corporate Limits of the Town of Smithfield. Unanimously approved.

**Town of Smithfield
North Carolina
ORDINANCE No. 516 to extend the
corporate limits of the Town of Smithfield**

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

WHEREAS, a public hearing on the question of this annexation was held in the Smithfield Town Hall Council Chamber located at 350 East Market Street, Smithfield, North Carolina at approximately 7:00 pm on February 7, 2023, after due notice; and

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

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

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

The legal description of the property is as follows:

Beginning at the point where the current city limits of the Town of Smithfield intersects the common line of Moses L Moore (DB 5245 page 945, PB 69, p 118, with the 15.020 acres taken by eminent domain from Heath Street #215 Limited Partnership on January 10, 2023, said point being located from existing iron stake in the centerline of Barbour Road (SR 1918) being the Southeast corner of the Alma Moore (Deed Book 3972, Page 535/Plat Book 88, Page 234, Johnston Registry) property and the southwest corner of the property taken by Smithfield on January 10, 2023; thence along the line of Alma Moore North 01 degrees 35 minutes 52 seconds West 41.25 feet to the northern right of way of Barbour Road, thence continuing with said line North 01 degrees 35 minutes 52 seconds East 490 feet to an existing iron stake; continuing along the Moore line North 01 degrees 35 minutes 52 seconds East 17.59 feet to an existing iron stake; thence along the line of Moses L. Moore North 00 degrees 59 minutes 31 seconds East 164.01 feet TO THIS POINT OF BEGINNING, thence from the point of beginning North 00 degrees 59 minutes 31 seconds East 26.80 feet to an existing iron stake, thence continuing said direction with Moore 203.75 feet to his corner with Ronald Williams Deed Book 3617 page 253 thence continuing said direction with his line and the Dennis Moore line, Deed Book 3617, page 118 1130.48 feet to an existing iron stake; a corner with E&F Properties, Inc., thence with the property line of E&F Properties, Inc. and with Poplar Creek the following distances: South 57 degrees 26 minutes 50 seconds East 255.94 feet; North 85 degrees 52 minutes 58 seconds East 122.65 feet; South 64 degrees 52 minutes 10 seconds East 65.98 feet; South 19 degrees 21 minutes 58 seconds West 45.14 feet; and South 57 degrees 15 minutes 50 seconds East 73.85 feet to a new corner; thence along the new property line with Heath Street #215 Limited Partnership the following distances: South 01 degrees 40 minutes 26 seconds West 908.72 feet; to the current town line (Deed book 1386, page 246), thence with the town line North 65 degrees 24 minutes 20 seconds east 340.42 feet, thence continuing with the town line south 38 degrees 24 minutes 226.27 feet to the point of beginning.

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

Adopted this the 7th day of February, 2023

CITIZEN'S COMMENTS:

- David Auge stated that in 2012, he addressed the Council on an Ordinance Amendment allowing residents to raise chickens in Smithfield. With the rising cost of eggs, he asked the Council to reconsider allowing chickens to be raised in Smithfield.
- Elizabeth Temple provided the Council with some historical facts pertaining to the Town of Smithfield.
- John Keeley addressed the Council on some code enforcement issues. He stated he had sent information to the Town Manager and the Town Council concerning some issues he had seen around Town.

CONSENT AGENDA:

Councilman Scott made a motion, seconded by Councilman Rabil, to approve the following items as listed

on the Consent Agenda:

1. The following minutes were approved:
 - January 3, 2023 – Regular Meeting
 - January 10, 2023 – Recessed Meeting
 - January 10, 2023 – Closed Session
2. Approval was granted to promote a Firefighter I to the rank of Firefighter II.
3. Resolution No. 719 (02-2023) was adopted reappointing Kay Kennedy and Katie Smith to the Downtown Smithfield Development Corporation's Board of Directors

TOWN OF SMITHFIELD
RESOLUTION NO. 719 (02-2023)
Supporting Appointments to the Downtown Smithfield
Development Corporations' Board of Directors

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

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

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors have recommended the reappointments of Kay Kennedy and Katie Smith; and

WHEREAS, the Town Council is asked to consider these reappointments and make a determination.

NOW THEREFORE, BE IT RESOLVED, the Town Council does hereby approve the reappointment of Kay Kennedy and Katie Smith to the Downtown Smithfield Development Corporation's Board of Directors.

4. New Hire Report

Position	Department	Budget Line	Rate of Pay
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$22.96/hr. (\$47,756.80/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$21.82/hr. (\$48,789.52/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$22.90/hr. (\$51,204.40/yr.)
P/T Recreation Staff	P&R – Recreation	10-61-6200-5100-0210	\$10.00/hr.
P/T SRAC Staff	P&R – Aquatics	10-60-6220-5100-0210	\$10.00/hr.
P/T SYCC	P&R – Recreation	10-60-6240-5100-0210	\$10.00/hr.
Sanitation Worker	PW – Sanitation	10-40-5800-5100-0200	\$15.48/hr. (\$32,198.40/yr.)

5. Board Appointment

- Elizabeth Baker was appointed to serve a first term on the Appearance Commission and Historic Properties Commission

6. Resolution No. 720 (03-2023) was adopted appointing Jan Branch and Brittany Lucas to the Downtown Smithfield Development Corporation's Board of Directors

TOWN OF SMITHFIELD
RESOLUTION NO. 720 (03-2023)
Supporting Appointments to the Downtown Smithfield
Development Corporation's Board of Directors

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

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

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors have recommended the new appointments of Jan Branch and Brittany Lucas due to the resignations of Collen Roby and Rick Herndon; and

WHEREAS, the Town Council is asked to consider these appointments and make a determination.

NOW THEREFORE, BE IT RESOLVED, the Town Council does hereby approve the appointments of Jan Branch and Brittany Lucas to the Downtown Smithfield Development Corporation's Board of Directors.

BUSINESS ITEMS: None

Councilmembers Comments:

- Mayor Moore informed the Council that each had been given an invitation to the Johnston Central Food Pantry's first annual Black History Program to be held on February 18th.
- Councilman Scott informed the Council that former Wilson's Mills Mayor Phillip Wright had passed away,

Town Manager's Report:

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

- Amphitheater Construction and site improvements are underway.
- The splash pad addition in District 1 should begin construction by early next week.

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

Councilman Rabil made a motion, seconded by Councilman Barbour, to go into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 7:54 pm.

Reconvene in Open Session

Councilman Barbour made a motion, seconded by Councilman Wood, to reconvene the meeting in Open Session. Unanimously approved at approximately 10:04 pm

No action taken

Adjourn

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to adjourn the meeting. The meeting adjourned at approximately 10:05pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 03/07/2023

Subject: Discover Construction Day
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Johnston County Building Industry Association would like to close the 300 block of Bridge Street for Discover Construction Day on March 16, 2023.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Johnston County Building Industry Association has requested to hold Discover Construction Day on March 16, 2023 from 8:00 am to 2:00 pm. The applicant has requested to close part of the 300 block of Bridge Street. This event will help prepare students for their future and they will be able to see simulations of various trades inside of the Be Pro Be Proud tractor trailer. Clean up from the event would conclude by 3:00 pm.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- Special Event
- Town recognized event _____
 - Over 100 people in attendance
 - Live Band or Amplified Sound _____
 - 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) _____

Goes before Town Council 3/7/23

<u>Discover Construction Day</u> Name of Event	<u>301 Bridge St., Smithfield</u> Location of Event/Use (exact street address)
---------------------------------------------------	-----------------------------------------------------------------------------------

APPLICANT:

Name Johnston County BIA

Address 301 Bridge St., Smithfield

Phone number 919-938-4927

Email address sherry@buildingjohnstoncounty.org

Event date March 16, 2023

Event start time 8am

Event set up time 6am

Sound Amplification Type N-A

Sound Amplification Time N-A

PROPERTY OWNER:

Name Johnston County BIA

Address 301 Bridge Street, Smithfield

Phone number 919-938-4927

Email address sherry@buildingjohnstoncounty.org

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

Event end time 2pm

Event cleanup time 3pm

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

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

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

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

If any town streets require closure, please list all street names. Part of 300 Block of Bridge Street

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

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

A Be Pro Be Proud tractor & trailer will be parked on the street. So students attending can go inside it. The truck has simulations of trades inside.

Temporary Use Submittal Checklist:

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

Method of Payment: Cash _____ Check# _____ Credit Card Amount \$ 100.00

Payment Received By: Bonnie Lockridge

Date: 2-9-2023

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

<u>Sherry Pinnay Phillips</u>	<u>Sherry Pinnay Phillips</u>	<u>1-9-2023</u>
Applicant's Name (Print)	Signature	Date

Planning Director Signature: <u>[Signature]</u>	Date: <u>2/9/23</u>
-------------------------------------------------	---------------------

OWNERS AUTHORIZATION

I hereby give CONSENT to Sherry Pinney-Phillips (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) Johnston County Building Industry Assoc.
Address 301 Bridge Street, Smithfield NC Zip 27577
Phone number 919-938-4927 Email sherry@buildingjohnstoncounty.org
Signature: Sherry Pinney-Phillips Date: 2-9-2023

OWNER'S CONSENT FORM

Name of Event: Discover Construction Day Submittal Date: 2-9-2023

OWNERS AUTHORIZATION

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

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Sherry Pinney-Phillips Signature of Owner
Sherry Pinney-Phillips Print Name
29-2023 Date



Request for Town Council Action

Consent
Agenda
Item: Application
for
Temporary
Use Permit
Date: 03/07/2023

Subject: SkyFest 2023
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

Johnston Regional Airport is requesting to hold SkyFest 2023 on March 25th, 2023 from 9:00 am to 3:00 pm.

Financial Impact

N/A

Action Needed Council approval of the Temporary Use Permit Application

Recommendation Staff recommends approval of the Temporary Use Permit Application

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

Consent
Agenda
Item: Application
for
Temporary
Use Permit

Johnston Regional Airport would like to hold SkyFest on March 25th, 2023 at 3149 Swift Creek Road. This event would be held from 9:00 am to 3:00 pm. Setup would begin at 6:00 am and cleanup would conclude at 5:00 pm. Amplified sound will be used between 9:00 am **and 3:00 pm. Johnston County Sherriff's Department** will provide security. 15 event trash cans have been requested from the **Public Works Department. It's expected SkyFest will** draw a very large crowd and will be capped at 5,000 guests. Alcohol and food will be available for sale. Skyfest is a community festival with professional aerial demonstrations. This event includes parachute team jumps, flyovers, helicopter rappelling, and other aerial performances. There will also be musical entertainment, special performances, static displays, food trucks, a **beer garden, a kid's zone and fireworks.**



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

<u>SKYFEST 2023</u> Name of Event	<u>3149 Swift Creek Rd Smithfield</u> Location of Event/Use (exact street address)
--------------------------------------	---------------------------------------------------------------------------------------

APPLICANT:

Name Phil Lanier

Address 3549 Swift Creek Rd. Smithfield NC

Phone number 919-934-0992

Email address info@jnxairport.com

Event date March 25th, 2023

Event start time 9:00 AM

Event set up time 6:00 AM

Sound Amplification Type Stage speakers

Sound Amplification Time 9:00 AM - 3:00 PM

PROPERTY OWNER:

Name Phil Lanier

Address 3549 Swift Creek Rd. Smithfield NC

Phone number 919-934-0992

Email address info@jnxairport.com

Will alcohol be sold or served? Y or N

Event end time 3:00 PM

Event cleanup time 5:00 PM

Will food or goods be sold? Y or N

Food Trucks (if applicable 8) (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

If any town streets require closure, please list all street names. Swift Creek Road

Are event trash cans needed? Y or N How many? 15

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

An event held on airport property invite members of the public to learn about aviation, and see aspects of the aviation industry .

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Phil Lanier _____ Phil Lanier _____ 1/19/2023 _____
Applicant's Name (Print) Signature Date

Planning Director Signature: [Signature] _____ Date: 1/30/23 _____

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) Phil Lanier
Address 3149 Swift Creek Rd Zip 27577
Phone number 919-934-0992 Email info@jnxairport.com
Signature:  Date: 1/19/2023

OWNER'S CONSENT FORM

Name of Event: _____ Submittal Date: _____

OWNERS AUTHORIZATION

I hereby give CONSENT to Phil Lanier (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.

 Phil Lanier 1-19-2023
Signature of Owner Print Name Date



Request for Town Council Action

Consent Agenda Item:
Temporary Police Promotion
Date: 03/07/2023

Subject: Temporary Promotion
Department: Police Department
Presented by: Interim Chief of Police – James Grady
Presentation: Consent Agenda Item

Issue Statement

The Police Department would like to temporarily promote a Sergeant to acting Lieutenant due to the recent retirement of the D. Team Lieutenant. The acting Lieutenant would be in this position for three months or until the vacancy is filled, whichever comes first.

Financial Impact

Approved Budgeted Amount for FY 2022-2023: Covered by the Current Budget

The acting Lieutenant will receive a 10% increase in pay due to the temporary promotion. The pay increase will be covered by the current budget. The increase would only cover three months or until the vacancy is filled, whichever comes first. The acting Lieutenant will return to the normal salary and rank as a Sergeant once the vacancy is filled.

Action Needed

Approve Temporary Promotion

Recommendation

Approve Temporary promotion

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent Temporary
Agenda Police
Item: Promotion

The Police Department would like to temporarily promote a Sergeant to acting Lieutenant due to the recent retirement of the D. Team Lieutenant. The acting Lieutenant would be in this position for three months or until the vacancy is filled, whichever comes first.



Request for Town Council Action

Consent
Agenda
Item: Police
Promotion
Date: 03/07/2023

Subject: Promotion
Department: Police Department
Presented by: Interim Chief of Police – James Grady
Presentation: Consent Agenda Item

Issue Statement

This is a request to promote one officer from the rank of Police Officer II (POII) to Master Police Officer (MPO), **moving from pay grade 17 to pay grade 18. Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or 5% increase, whichever is greater.**

Financial Impact

Approved Budgeted Amount for FY 2022-2023: Covered by the Current Budget

This salary increase will be covered by the police department's current budget and will not require a budget amendment to the current salary line item. In this case the required salary increase for the 2022/2023 Budget will cost will be \$1020.40 which will be covered by budget.

Action Needed

The Officer has followed the attached career ladder policy previously approved by the Council found in the support documentation and has earned the promotion. The Interim Police Chief recommends this promotion and a five percent salary increase, moving him to the next pay grade in the current Town salary schedule.

Recommendation

It is requested to allow this Officer to be promoted to Master Patrol Officer (MPO).

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Officer Request and Training Records
3. Career Ladder



Staff Report

Consent
Agenda
Item: Police
Promotion

This is a request to promote one officer from the rank of Police Officer II (POII) to Master Police Officer (MPO), moving from pay grade 17 **to pay grade 18. Under the Town's Employee Handbook**, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or 5% increase, whichever is greater.

Smithfield Police Department

Interoffice Memorandum

Date: 3 February 2023

To: Captain Grady  

Via: Lieutenant O'Branovich, Sergeant Lee

From:

Subject: Promotion to Master Police Officer

According to Smithfield Police Department General Orders 504, March 7, 2022, to be considered for advancement to Master Police Officer, a candidate must:

- Have served as a Police Officer II for one year
- Have completed training hours, including:
 - 40 hours of Management/Supervision Training
 - Completion of Crisis Intervention Team Certification
- Have received a rating of “Better than Satisfactory” or higher on the last two annual performance appraisals or a rating of “Outstanding” on the last annual performance appraisal

As of the date of this memorandum, I have met at least the minimum qualifications for advancement to the Master Police Officer status as summarized below.

- I have served as a Police Officer II for at least one year. My advancement date was 17 January 2022.
- I have completed the following required training.
 - I have 40 hours in Management/Supervision Training (Field Training Officer – Completed 18 March 2022)
 - I completed Crisis Intervention Training on 24 July 2020
- I received a rating of Outstanding on my 2022 Annual Performance Evaluation.
- I have not received any disciplinary action during the last year of employment.

Due to meeting the requirements of Master Police Officer, I am requesting my advancement to take place as soon as possible. I am aware there is a 5% salary raise that accompanies this advancement upon the approval of the Smithfield Town Council.

Copies of documentation including Certificates of Course Completion and College Transcripts are attached.

Thank you for your time and consideration in this matter.

Johnston Community College

Smithfield, North Carolina
This Certifies That

has satisfactorily completed the required hours of instruction in

FIELD TRAINING OFFICER

and has earned a grade of

S - Satisfactory

FOR 40.00 CONTACT HOURS

THIS COURSE CARRIES 4.00 CONTINUING EDUCATION UNITS


President


Chairperson - Board of Trustees

Date: 03/18/22

Instructor: Jeffrey A. Young

Johnston Community College

1

Date: 02 Feb 2023
Name:

USA

Continuing Education:

Course	Title/Comments	Grd	Repeat	Contact	CEU's	Course Dates
				Hrs	(if appl)	
CJC-5020	Rapid Deployment	S		9.00	0.90	03/05/19-03/05/19
CJC-5000	Alcohol Screen Testing Devic	S		6.00	0.60	07/24/19-07/24/19
CJC-5070	Bloodborne Pathogens for LEO	S		2.00	0.20	09/26/19-09/26/19
CJC-5070	HazMat for LEO	S		2.00	0.20	09/26/19-09/26/19
CJC-3926	Firearms Training	S		9.00	0.90	10/10/19-10/10/19
CJC-5020	Tac Ops/Taser Training	S		3.00	0.30	01/21/20-01/21/20
CJC-3925	Firearms	S		7.00	0.70	01/21/20-01/21/20
CJC-5045	Crisis Intervention Training	S		40.00	4.00	07/20/20-07/24/20
SAF-3010	CPR	S		4.00	0.40	09/15/20-09/15/20
CJC-5070	HazMat for LEO	S		2.00	0.20	09/15/20-09/15/20
CJC-5070	Bloodborne Pathogens for LEO	S		2.00	0.20	09/15/20-09/15/20
CJC-3934	Basic Radar Operator	S		35.00	3.50	11/02/20-11/06/20
CJC-5000	Standardized Fld Sobriety Te	S		28.00	2.80	06/28/21-06/30/21
CJC-5015	Field Training Officer	S		40.00	4.00	03/14/22-03/18/22
SAF-3010	CPR	S		4.00	0.40	09/27/22-09/27/22
CJC-3952	Haz-Mat	S		2.00	0.20	09/27/22-09/27/22
CJC-3952	Bloodborne Pathogens	S		2.00	0.20	09/27/22-09/27/22

END OF TRANSCRIPT



Chapter 500
Personnel Policy 504: Promotions & Career Development
Effective Date: January 1, 2014 Revised Date: March 07, 2022
Approved by: Chief Robert K. Powell

RK Powell

I. POLICY STATEMENT

It shall be the policy of the Department to select the most qualified candidates to fulfill the duties and responsibilities of each position within the agency. All aspects of this policy are in keeping with the Department's goals as an equal opportunity employer.

II. COMMENTARY

The purpose of this directive is to establish guidelines for the administration of the Department's promotion process.

A career ladder program will provide for the advancement of police officers who demonstrate increasing levels of knowledge, skills, and abilities. Advancement and promotional processes will be administered fairly and impartially, using testing and evaluation mechanisms that evaluate past performance as well as future potential through the use of job-related criteria.

III. PROCEDURES

A. Administration

1. The Smithfield Police Department is responsible for the administration of the promotion process. When deemed necessary, assistance may be utilized from other entities within or outside of Town government.

2. The Chief of Police has the authority and responsibility for administering the Department's promotion process. All promotional materials will be maintained and secured in the Chief's office.

3. Responsibilities of the Chief of Police include:

- a) Maintaining authority over all phases of the process
- b) Determining the skills, knowledge, and abilities required for each position
- c) Initiating promotional processes on an as-needed basis
- d) Selecting a candidate for promotion at the completion of the process

4. The Chief of Police may delegate selected duties to other Departmental employees to facilitate the promotional process.

5. When it is deemed in the best interest of the Department, the Chief of Police may waive any of the prescribes qualifications or eligibility requirements, except those established by the North Carolina Criminal Justice Education and Training Standards Commission or other legal authority.

B. Vacancy Announcements

1. Prior to the commencement of any promotional process, the Department will post written notices announcing the following information:

- a) Description of the position to be filled;
- b) Description of eligibility requirements;
- c) Closing date

2. Personnel eligible to participate in the promotional process will submit a letter of intent through the chain of command to the Chief of Police. The candidate's supervisor and each person in the chain of command will indicate approval or disapproval of the candidate's suitability to participate in the process. Disapprovals must be justified in writing and forwarded to the Chief of Police.

3. Once the application period for the given position has been officially closed, all eligible applicants who meet the minimum requirements for the position will be considered for the Department's promotional process. The Chief of Police or designee will ensure the eligibility of the applicants prior to the beginning of the promotion process.

4. When deemed necessary, the Chief of Police has the authority to order a written test for any promotional process. Written tests given will be standardized, validated, and approved by the Town Human Resources Department.

5. An officer who is not recommended for promotion by his/her supervisor will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

C. Promotional Procedures

1. Chief of Police or designee will conduct a review of applicable Human Resources and Departmental personnel records in order to evaluate the promotional potential of the candidates. This review serves to verify law enforcement credentials, certifications, and work performance history of the applicants to ensure that the minimum qualifications have been met for each applicant. Candidates are not ranked at this point of the process; however, candidates who do not meet all the preferred qualifications for the position may be eliminated at this stage of the process. Candidates are ranked according to their promotional potential only at the completion of the assessment center phase of the promotion process.

2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.
3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.
4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.
5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).
6. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

D. Minimum Qualifications for Promotion

1. Sergeant

To be eligible for promotion to the position of Sergeant, candidates must:

- a) Have served as a Master Police Officer for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete First Line Supervision;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

2. Lieutenant

To be eligible for promotion to the position of Lieutenant, candidates must:

- a) Have served as a Sergeant for two years;
- b) Within 12 months of promotion to Lieutenant, an officer must complete a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Captain

To be eligible for promotion to the position of Captain, candidates must:

- a) Have served as a Lieutenant with the Smithfield Police Department for two years;
- b) Have completed a Law Enforcement management program such as AOMP, FBI National Academy, etc;
- c) Have been awarded the Advanced Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

7. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

E. Review and Appeal

1. Within (5) working days of the conclusion of a promotional process, candidates may review their performance results in each element of the promotional process to include:

- a) Review of the answer key to any written exams administered, unless prohibited by the leaseholder of the test
- b) Review of the written results of scored elements of the selection process
- c) Review of reports/materials used in the selection process

However, in accordance with NCGS 160A-168(C1), testing or examination materials may be withheld from disclosure to the employee or other persons if the material was used solely to determine qualifications for promotion and in the opinion of the agency the disclosure of such material would compromise the objectivity or the fairness of the testing or examination process.

2. Candidates may contest any results filed by requesting a meeting with the Chief of Police or designee administering the process. The Chief of Police or designee will conduct a review of the report(s) and discuss findings with all staff in the supervisory chain of command.

3. The Chief of Police or designee will inform the contesting employee of the final decision at the completion of the review.

4. If an employee feels that fair treatment has not been received during any portion of the promotional process, he/she is urged to use the Department's grievance procedures contained in Policy 507.

F. Career Ladder

1. The career ladder program will include the following classifications.

- a) Police Officer I
- b) Police Officer II
- c) Master Police Officer
- d) Bilingual / Spanish Speaking

2. Each level in the career ladder will have certain minimum requirements necessary to qualify for advancement or promotion to the next level. Upon fulfilling the requirements necessary for advancement to Police Officer II and Master Police Officer the officer will submit a memorandum to the Chief of Police containing the following information:

- a) Hire date
- b) Date of last advancement, if applicable
- c) Level of education
- d) Complete list of required classes and dates attended
- e) Date awarded applicable law enforcement certificate(s)

3. This memorandum must be endorsed by the officer's Team Commander and the appropriate Division Commander. The Division Commander will forward the memorandum to the Chief of Police after having verified the information contained therein.

4. An officer who is not recommended for advancement will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

5. After consideration of all factors deemed relevant by the Chief of Police, the officer will be notified of the advancement decision within 30 days following receipt of the memorandum by the Chief of Police.

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

- a) Meet the basic requirements established by the North Carolina Criminal Justice Education and Training Standards Commission
- b) Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy
- c) Appear before a Department review board made up of officers selected by the Chief of Police
- d) Pass an extensive background investigation and successfully complete a psychological evaluation, physical examination, drug test, and CVSA examination

All finalists will be interviewed by the Chief of Police. Officers are required to successfully complete the department's Field Training Program and required Solo Patrol Assignment within the first year of Probationary employment.

2. Police Officer II

To be considered for advancement to Police Officer II, candidates must:

- a) Have completed the following as a Police Officer I:
 - * Successfully completed one year probation and probationary requirements in as required in Police Officer I
 - * Receive Radar Certification
 - * Receive Standardized Field Sobriety Testing Certification
 - * Receive Intoximeter Certification
- b) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- c) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Master Police Officer

To be considered for advancement to Master Police Officer, candidates must:

- a) Have served as a Police Officer II for one year
- b) Have completed training hours, including:
 - 40 hours of Management/Supervision Training

Field Training Officer Certification and become Field Training Officer for the Department. After completion of FTO Training, the officer can be assigned a trainee by the Chief of Police or his Designee

Completion of Crisis Intervention Team (CIT) Certification.

c) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal

d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

H. Additional Incentive (Sworn and/or Civilian)

1. Bilingual / Spanish Speaking

a) Up to five percent one time incentive for proficiency in Spanish.

b) Fluent in Spanish language (oral and written as determined by testing).

c) In an effort to bridge the gap between the Smithfield Police Department and the Hispanic community, the department would offer an incentive to attract and retain Spanish speaking officers and civilian personnel.



Request for Town Council Action

Consent SSS
Agenda Scoreboard
Item: Repair
Date: 03/07/2023

Subject: SSS Scoreboard Repair
Department: Non-Departmental
Presented by: Town Manager - Michael Scott
Presentation: Consent Agenda Item

Issue Statement

Smithfield-Selma High School (SSS) installed a new scoreboard at the Northwest end of the Football Field in 2021. The scoreboard supports have since been damaged, likely due to wind and the scoreboard is in immediate need of repair. The SSS Administration has asked the Town if they can assist with the repair.

Financial Impact

\$3,100

Action Needed

Approve donation

Recommendation

Approve donation

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent	SSS
Agenda	Scoreboard
Item	Repair

The Smithfield-Selma High School (SSS) installed a new scoreboard in the northwest end of the football field in 2021. After a significant windstorm last Spring, school staff noticed the scoreboard was leaning. SSS Administration is trying to get the scoreboard repaired before it suffers additional damage. The initial contractor is assisting with the cost. After their consideration the final cost is projected to be \$6,200. The Manager is suggesting approving half of the cost, or \$3,100 to assist with the repair. \$1,000 was over budgeted in the school assistance/Non-Governmental expense line due the ALA Charter School not being annexed. The additional \$2,100 can come from General Fund Contingency which would have a balance of \$209,600 after this expenditure).



Request for Town Council Action

Consent Hastings
Agenda House
Item: Grant
Date: 03/07/2023

Subject: Hasting House Grant Contractor Award
Department: Parks and Recreation
Presented by: Parks and Recreation Director – Gary Johnson
Presentation: Consent Agenda Item

Issue Statement: The Parks and Recreation Department is seeking approval to enter into contract with Maurer Architecture for design and administration services for the Hastings House ESHPF Project in the amount of \$ 43,647.00. This project funded 100% by an ESHPF Grant.

Financial Impact

Approved Budgeted Amount for FY 2022-2023: No funds budgeted. 100% grant funded
Amount of Purchase/Bid/Contract: \$ 43,647.00

Action Needed: Approval to enter into contract with Maurer Architecture for design and administration services for the Hastings House ESHPF Project in the amount of \$ 43,647.00.

Recommendation: Approval to enter into contract with Maurer Architecture for design and administration services for the Hastings House ESHPF Project in the amount of \$ 43,647.00.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Maurer Architecture Contract Proposal
3. Maurer Architecture Statement of Qualifications



STAFF REPORT

Consent: Hastings
Agenda: House
Item: Grant
Date: 03/07/2023

The Town of Smithfield Parks and Recreation Department applied for an ESHPF Grant and in January of 2021, a grant in the amount of \$ 178,674 was awarded. These funds require no matching funds. The grant is a pass-through grant administered by the North Carolina Historic Preservation Office and funded by the National Park Service, US Department of Interior. These state-wide grants are to assist with recovery efforts and damage caused by Hurricanes Florence and Michael.

Upon award, staff created and submitted to the Historic Preservation Office (HPO) a request for qualifications for approval to request statements of qualifications to interested firms. Once approved by the HPO, the RFQW was advertised and qualified firms were invited to submit statements of qualifications. Maurer Architecture was the lone submitter after advertising twice. The HPO reviewed the statement of qualifications and approved Maurer Architecture.

Maurer Architecture has submitted a contract proposal for approval. As required, this contract has been approved by the HPO. The scope of work includes the design and administration of repairing existing roof, repairing exterior brick masonry, repairing damaged historic wood windows, repairing damaged siding and trim, repairing interior finishes and trim including plaster, inspecting and repairing electrical and meeting the Architectural Barrier Act standards where necessary. Maurer Architecture will prepare drawings and will solicit bids for the scope of work based on Town of Smithfield, NCHPO and Federal requirements for procurement. A general contractor will be selected while meeting these requirements.

In years past, it has been discussed to have the Hastings House placed on the National Register of Historic Places. As a requirement of the grant application process, the property has to be eligible and make application for the National Register. An application for eligibility was submitted and the U.S. Department of Interior approved its eligibility. As part of the grant scope, an application for nomination to the National Register will be submitted as required.

Upon receiving grant funding, a historic preservation easement/covenant is required with the duration based on the amount of funding received. For the amount awarded to the Town of Smithfield, the easement has minimum duration of 20 years stating the no significant changes will be made to change the historical nature of the building and it will be open a minimum of 12 days per year for public view.

The Parks and Recreation Department is requesting approval to enter into contract with Maurer Architecture for design and administration services for the Hastings House ESHPF

Project in the amount of \$ 43,647.00. The balance of the grant will be used for the work completed and to make application to the National Register.

* *



February 20, 2023

Gary Johnson
Director – Smithfield Parks and Recreation
600 M. Durwood Stephenson Parkway
gary.johnson@smithfield-nc.com
919-934-2148

Proposal for Architectural Services: Hastings House – 200 S. Front Street, Smithfield, NC

Project Description: Restoration and repair of existing, historic two-story building located in Smithfield, NC. Work consists of producing design development, and construction documents, including specifications, for the scope of work outlined below and to provide bid services and construction administration. Work also includes the preparation of a National Register nomination by architect's consultant as a supplemental service.

Scope of Work:

- Repairing or replacing in-kind existing damaged metal roof and roof sheathing.
- Conducting a roof framing structural assessment, including but not limited to, conditions found in the attic showing a deteriorated top plate at the junction with portico.
- Repairing exterior brick masonry and the chimneys.
- Repairing, or replacing in-kind when necessary, historic wood windows. Repainting the windows and installing storm windows.
- Repairing, or replacing in-kind when necessary, exterior siding, trim, shutters/hardware, and front porch elements. Exterior painting.
- Repairing, or replacing in-kind when necessary, interior finishes. Interior painting.
- Inspecting and repairing electrical systems.
- Meeting Architectural Barrier Act standards where necessary.
- One round of cost estimating at 90% Construction Documents.
- Documentation, research and preparation of a National Register nomination.

Design Process:

Schematic Design:

- Initial site visit for as-built documentation and photographic documentation.
- Prepare as built floor plan and elevations of existing building by way of field documentation.
- Design of schematic plan and review with owner and the State Historic Preservation Office.
- Research NC Existing Building Code for code requirements.



Design Development:

- Provide architectural Design Development drawings consisting of dimensional and notated floor plans, exterior elevations, reflected ceiling plan, roof plan, door + window schedules, and interior finish schedules.

Construction Documents:

- Architectural construction drawings, including all required code summary information, egress diagrams, dimensioned and notated floor plans, reflected ceiling plans, roof plan, exterior elevations, and construction details.
- Electrical design and construction drawings, including one site visit to document existing site conditions.
 - Assessment of existing electrical system.
 - One for one replacement of the existing lighting, switches, and electrical outlets.
 - Building mounted exterior lighting design is included. Generic light fixture specifications are included.
 - Design for A/V, voice, data, security, & TV systems is not included. New voice and data wiring to be provided in the existing raceways.
 - New code required exit and emergency lighting.
- Structural engineering plans and details as required.
- Specifications shall be provided on drawings.

Bidding for Construction Contract:

- Solicitation of qualified general contractors
- Preparation of bid documents
- Responses to requests for information
- Review and prepare comparative analysis of bids received
- Review of contract prepared by selected general contractor

Construction Administration (estimated four month construction period):

- Pre-construction meeting, monthly site visits
- Payment application review/approval
- Responses to Requests for Information (RFIs)
- Review of submittals and shop drawings
- Field changes and/or bulletin drawings
- Final punch list/walk through

Owner's Responsibilities: The Owner shall provide any additional consulting services required, such as surveying, site design, geotechnical engineering, civil engineering, and environmental testing services.

Exclusions: Plumbing and mechanical design is not included. Sprinkler and fire alarm design is not included.



Fee Information:

Architectural, electrical, structural design:	\$18,715
Bidding:	\$ 2,500
Construction Administration:	\$10,000
Mileage; 5 site visits @ 60 miles round trip = 300 miles * 65.5 cents per mile)	\$ 197
<u>National Register nomination:</u>	<u>\$12,235</u>
Total fixed fee: \$43,647	

Maurer Architecture Hourly Rates:

Principal: \$225

Architect II: \$150

Architect I: \$120

Architectural Designer II: \$120

Architectural Designer I: \$100

Administrative: \$80

Professional Consultant: Cost plus 12.5%

Travel Time: 50% hourly rate

Gary,

We very much look forward to working with you on the Hastings House! Thank you for the opportunity to provide this proposal. Please let me know if you have any questions or concerns. If this proposal is acceptable to you, we will prepare an AIA contract for signatures. I am happy to discuss at your convenience.

Sincerely,

Laurie Jackson

Architect, Partner

Maurer Architecture, PA

Hastings House
Storm Restoration Project
Emergency Supplemental Historic Preservation Fund Grant
Smithfield, NC



RFQ Response | August 4th, 2022





August 4th, 2022

Gary Johnson
Director of Parks and Recreation
Town of Smithfield

RFQ Response for Architectural Services
Hastings House Storm Restoration Project
Emergency Supplemental Historic Preservation Fund Grant
Smithfield, North Carolina

Dear Gary,

Maurer Architecture is pleased to submit our qualifications for the Hastings House Storm Restoration Project. Our desire to partner with the Town of Smithfield stems from a deep commitment to serving local communities across North Carolina, and preserving our historic building environment for generations to come. Our work is inspired by our team's combined love for history, old buildings, and community infrastructure; this is apparent through our design process and echoed through the excellence of each deliverable. Maurer Architecture also has significant experience working on historic rehabilitation projects in Smithfield, including multiple buildings on Market Street and South 3rd Street, and the award winning Masonic Building on North 2nd Street. David Maurer was also honored to receive a NC Main Street Champion Award for Smithfield. We have recently begun work on the Old American Legion Hut after being awarded the project earlier this summer.

FIRM BACKGROUND

Maurer Architecture is an award-winning architecture firm located in Raleigh, North Carolina. We are known for our creative approach to historic restoration, adaptive reuse, and new construction projects alike. Our work is thoughtful and grounded, and our focused approach to problem solving has led to a reputation of integrity and leadership in the community. We take pride in the variety of work that we do, and in the lasting relationships that we have formed over the years. With twenty-nine years of specialized experience working on historic and adaptive reuse projects across the state of North Carolina, Maurer Architecture is uniquely and specifically qualified to provide the architectural services and coordination necessary for the repair of the Hastings House. Maurer Architecture will be the principal firm, with each consultant contracting directly with us to provide the requested services.

We have thorough knowledge of the Building Codes including the NC Existing Building Code, and we have extensive experience working with the NC State Historic Preservation Office, historic tax credits and the Secretary of the Interior's Standards for Rehabilitation. David Maurer, AIA, President of Maurer Architecture, is currently working with many municipalities to encourage development in their downtowns. He is a frequent presenter at the NC Main Street and Preservation NC conferences on various aspects of rehabilitating our downtowns, including the use of historic tax credits and the Existing Building Code. Laurie Jackson, architect and partner at Maurer Architecture, has served on Preservation NC's Board of Directors since 2017 with her second three year term ending in 2023.

INTRODUCTION

Our design process begins with understanding the unique needs and considerations of our client and the building in question. We are experienced, thoughtful, and active listeners, and we recognize that with every existing building comes a complex history which should inform future design decisions. We will execute this project to mitigate the threat of damage from future natural disasters and to provide preparedness moving forward.

We are team players, and recognize that the key to a successful project is maintaining clear communication and setting a definitive road map to outline the design and approval process. We think of the Project Delivery Team as a complex system, and as the Architect, we are just one facet. However, we know that we play a crucial role in making sure the system runs smoothly. We will manage consultants, work with the ownership team, and partner with stakeholders such as the State Historic Preservation Office and the National Park Service. We identify as facilitators, communicators, leaders, supporters, and recognize that our relationships – along with our skillful design – are vital to the success of this project.

Stakeholders are an invaluable part of the design process, and Maurer Architecture seeks to incorporate their individual skill and knowledge into every phase of the project. Each stakeholder, both internal and external, represents a unique perspective which should be considered and integrated into the design. We believe that a project is successful when it achieves its objectives and meets or exceeds the expectations of the project stakeholders. Our process is rooted in team work, and we believe that clear communication, organization, and understanding are the foundation for all successful projects.

Sincerely,
Maurer Architecture



David S. Maurer, AIA, LEED-AP
President, Maurer Architecture PA
115 1/2 E. Hargett Street, Suite 300
Raleigh, NC, 27601
david@maurerarchitecture.com
www.maurerarchitecture.com
(919) 829-4969

FIRM LOCATION

115 ½ East Hargett Street
Suite 300
Raleigh, NC 27601
919.829.4969

YEAR ESTABLISHED

1993

TYPE OF OWNERSHIP

S Corporation
Principal Shareholders: David Maurer,
Laurie Jackson, Meredith Kirkpatrick,
Ethan Page, Robert Sarle

FIRM SIZE

14

FIRM LICENSURE

North Carolina Registered Architectural
Corporation, #51562

SERVICES

Architecture
Historic Tax Credit Consulting
Existing Building Documentation
Feasibility Study
Building Code Analysis
Construction Administration

RESUMES



David Maurer AIA, LEED AP

Principal-In-Charge
Maurer Architecture

As principal of Maurer Architecture, David has led the firm's diverse and complex work since 1993. He regularly travels across the state of NC meeting with municipalities and developers and presenting at conferences on the benefits of adaptive reuse, historic preservation, building code issues, and historic tax credits, and is an expert in the NC Existing Building Code. In 2019, David was recognized by Preservation NC as the top Preservation Professional in North Carolina, and has received multiple awards as a NC Main Street Downtown Champion.

With nearly 40 years assessing, understanding, and adapting older structures, David will serve as a resource to the project team. His passion for breathing new life into our older buildings has led him to become a statewide leader in understanding the complexities of the building codes balanced with a respect for our historic fabric. David's commitment to North Carolina is evident not only in his work across the state, but also in 'giving back' by serving on numerous local and state historic commissions, advisory boards, and NC Main Street Center. Due to his vast experiences and expertise, David has led many strategic and educational seminars, workshops, and conference sessions on the rehabilitation of our valued buildings and downtowns.

PROFESSIONAL ASSOCIATIONS AND BOARDS

American Institute of Architects, National, NC and Raleigh Sections, 1984-present
Raleigh Historic Districts Commission, 1990-91, 1993-1999
Chairman, 1995-1999
Vice Chairman, 1991, 1994
Design Review Advisory Committee, 1986-90, 1999-present
City of Raleigh Task Forces:
Community Development Housing Prototype, 1995
Raleigh Future Neighborhoods Group, 1995-1997
Hillsborough Street/ Morgan Street Bridges, 1994-95
Glenwood South Small Area Plan, 1996-97
Livable Streets Partnership, 2002-2004
Mayor's Task Force on Affordable Housing, Chapel Hill, 2013-2014
North Carolina State University, Guest Juror/Critic, 2008-present
Wake Technical Community College, Guest Juror/Critic, 2008-present
National Register Advisory Committee, 2014-2020, Chair 2018-2020
North Carolina Downtown Development Association Board of Directors 2019-present
LeverageNC Board of Directors 2020-present
City of Raleigh Development Stakeholders 2014-present

CONSULTING TEAM

ARCHITECTURE

EDUCATION

Bachelor of Architecture, Virginia Tech

Master of Architecture, University of Washington

REGISTRATIONS

Architect, North Carolina: #5131

Architect, Virginia: #0401017072

Architect, Georgia, #015550

LEED-AP

AFFILIATIONS

American Institute of Architects
National Trust for Historic Preservation
Preservation North Carolina
Capital Area Preservation

RECENT AWARDS

Preservation North Carolina Stipe Professional Award, 2019
NC Main Street Champion for Smithfield, 2007

Preservation North Carolina Gertrude S. Carraway Award of Merit

- Stine's Ice Cream Parlor, 2021
- Gig East, 2021
- Heights House, 2021
- 1 S Front St., 2021
- Goldsboro Fire Station, 2020
- 222, 226 Princess St., 2019
- 421 N Blount St., 2018
- 21 S Front St., 2018

Capital Area Preservation Anthemion Award

- 821 Wake Forest Road Office, 2019
- Norris House, 421 N Blount Street, 2018

Sir Walter Raleigh Award

- Rehabilitation and Historic Preservation: Longleaf Hotel & Lounge, 2020
- Gateway Plaza Renovation, 2020
- Norris House, 421 N Blount Street, 2018

Historic Wilmington Foundation

- Solomon Building, 1 S Front Street, 2021
- Public Archaeology Corps, 10 S Front Street, 2021
- 222 & 226 Princess Street, 2019

RESUMES



Laurie Jackson RA

Partner | Architect
Maurer Architecture

Laurie focuses on historic restoration and adaptive reuse, and she has extensive experience working with the NC State Historic Preservation Office on historic tax credit projects and the Secretary of the Interior's Standards for Rehabilitation. Laurie's professional experience includes the historic preservation of Rosenwald Schools, National Register projects and Raleigh Historic Landmark properties; she will serve as Project Manager.

RELEVANT EXPERIENCE

- Old American Legion Hut / Smithfield, NC
- EJ Hayes Community Center / Williamston, NC
- Panther Branch Rosenwald School / Garner, NC
- Raleigh NeHi Bottling Company / Raleigh, NC
- Death + Taxes / Raleigh, NC
- Norris House / Raleigh, NC
- Seabird / Wilmington, NC
- Heights House / Raleigh, NC
- Todd's Building / Wilmington, NC



Clayton Johnson Associate AIA

Architectural Designer
Maurer Architecture

Clayton has a passion for historic buildings and has worked on numerous projects focusing on historic preservation, restoration and adaptive reuse. His professional experience includes previous work for a restoration specialist in Charleston, SC providing both documentation and hands-on work. Clayton will provide support to the project as a historic preservation professional and architectural designer.

RELEVANT EXPERIENCE

Ongoing Adaptive Reuse and Historic Preservation

- Old American Legion Hut / Smithfield, NC
- Sanford Bank / Sanford, NC
- Farmers & Merchants / Wendell, NC
- Vanguard Church / Raleigh, NC
- 120-124 S. Steele St. / Sanford, NC
-

Previous Adaptive Reuse, Historic Preservation & Restoration

- Jackson Street Cottages / Charleston, SC - Historic Structures Report
- St. Paul's Church / Pendleton, SC - Historic Structures Report
- Biggin Church Ruins / Moncks Corner, SC - HABS Documentation and Evaluation

Maurer Architecture

CONSULTING TEAM

ARCHITECTURE

EDUCATION

Master of Architecture, North Carolina State University

Bachelor of Fine Arts, Maryland Institute College of Art

REGISTRATIONS

Registered Architect in North Carolina

AFFILIATIONS

JLBC Community Alliance,
Board of Directors, 2022- present

Preservation North Carolina
Board of Directors, 2017-present

Raleigh Historic Development Commission
2014-2020

ARCHITECTURE

EDUCATION

Master of Architecture,
North Carolina State University
(Certificates: Public Interest Design
& City Design)

Master of Science - Historic Preservation,
Clemson University & College of Charleston

Bachelor of Arts - Design Studies,
North Carolina State University

AFFILIATIONS

American Institute of Architects

National Trust for Historic Preservation

Historic Charleston Foundation

SUB-CONSULTANTS

CONSULTING TEAM



Cynthia de Miranda & Jennifer Martin



HISTORIC PRESERVATION

MdM Historical Consultants offer a range of historic preservation and historic architectural consultation services. The firm provides federal, state, and local governments, private citizens, and developers with high quality presentations, reports, documentation, and evaluations of historic buildings, structures, sites, and landscapes.

Cynthia de Miranda and Jennifer Martin formed MdM Historical Consultants in 2008 after careers in the public and private sectors. Cynthia served as staff at the Raleigh Historic Districts Commission and the Advisory Council on Historic Preservation in Washington, D.C. Jennifer was National Register Coordinator and Historic Preservation Specialist for the North Carolina State Historic Preservation Office. Together they bring a wealth of knowledge and experience to the field of architectural history and historic preservation studies. As part of the Hastings House project team, MdM Historical Consultants will prepare the nomination for inclusion on the National Register of Historic Places.

LOCATION

MdM Historical Consultants
Post Office Box 1399
Durham, North Carolina 27702
919. 906-3136

YEAR ESTABLISHED

2008

SERVICES

Historic architecture surveys
National Register nominations
Section 106 documentation
Local historic landmark designations
Local historic district designations
Assistance with historic tax credit projects
Manuscript preparation
Historical research

RELEVANT EXPERIENCE

Fort Caswell Historic District National Register of Historic Places Nomination / Brunswick County, NC
Sunset Hills Historic District National Register of Historic Places Nomination / Guilford County, NC
Penderlea Homesteads Historic District National Register of Historic Places Nomination / Pender County, NC
Minneola Manufacturing Co. Cloth Warehouse National Register of Historic Places Nomination / Guilford County, NC
Cedar Grove School National Register of Historic Places Nomination / Orange County, NC
Asheville School National Register of Historic Places Nomination / Buncombe County, NC
Valentine-Wilder House National Register of Historic Places Nomination / Nash County, NC
Wright's Automatic Machinery Company National Register of Historic Places Nomination / Durham County, NC
Richard B. Harrison School National Register of Historic Places Nomination / Johnston County, NC
Hillside Park High School National Register of Historic Places Nomination / Durham County, NC

EDUCATION

Cynthia de Miranda
Bachelor of Arts,
Duke University

Jennifer Martin
Bachelor of Arts - History and Sociology,
University of South Carolina

Master of History -
Emphasis in Historic Preservation,
Middle Tennessee State University



BUILDING SYSTEMS ENGINEERING

Atlantec Engineers, PA Atlantec Engineers, PA is a professional engineering firm located in Raleigh with an office in Kinston, NC. Established in 1992, Atlantec has experience in the design of schools, office buildings, retail facilities, healthcare facilities, historic renovations, recreational facilities, and churches. Atlantec Engineers is licensed throughout the eastern part of the United States and has many years of historic preservation and adaptive reuse experience working with Maurer Architecture. David Whitney, electrical engineer and president of Atlantec, will lead this effort.

RELEVANT EXPERIENCE

- Montfort Hall/Heights House / Raleigh, NC
- Norris Heart House / Raleigh, NC
- CSS Neuse Civil War Interpretive Center / Kinston, NC
- Conover Multimodal Center / Conover, NC
- The Goodwin House NC Democratic Headquarters / Raleigh, NC
- Tryon Palace ADA Upgrades / New Bern, NC



STRUCTUAL ENGINEERING

Ross Linden Engineers, PC is a professional engineering firm located in Raleigh, NC. Established in 2002, Ross Linden has experience in structural engineering for a variety of clients throughout North Carolina and the Southeast region, including projects with Maurer Architecture for the evaluation and renovation of multiple historic structures. Brian Ross, PE of Ross Linden Engineering will lead this effort. In addition to his knowledge of historic tax credit projects and the Secretary of the Interior's Standards for Rehabilitation, Brian has specialized experience in the rehabilitation of historic masonry from his work on the NC Transportation Museum in Spencer, NC. The museum is part of the Division of Historic Sites and the N.C. Department of Natural and Cultural Resources. Brian was involved in the initial restoration of the Spencer Shops Powerhouse that dates to 1896.

RELEVANT EXPERIENCE

- North Carolina Transportation Museum / Spencer, NC
- Heights House / Raleigh, NC
- Norris Heart House / Raleigh, NC
- University of North Carolina - Lenoir Hall / Chapel Hill, NC
- Excelsior Academy / Durham, NC
- Sowell Best House / Goldsboro, NC
- Williams Upchurch House / Apex, NC

Maurer Architecture

BUILDING SYSTEMS

LOCATION

Atlantec Engineers
3221 Blue Ridge Rd. Suite 113
Raleigh 27612
919-571-1111

YEAR ESTABLISHED

1992

SERVICES

- Facility Evaluations
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Construction Administration

STRUCTURAL ENGINEERING

LOCATION

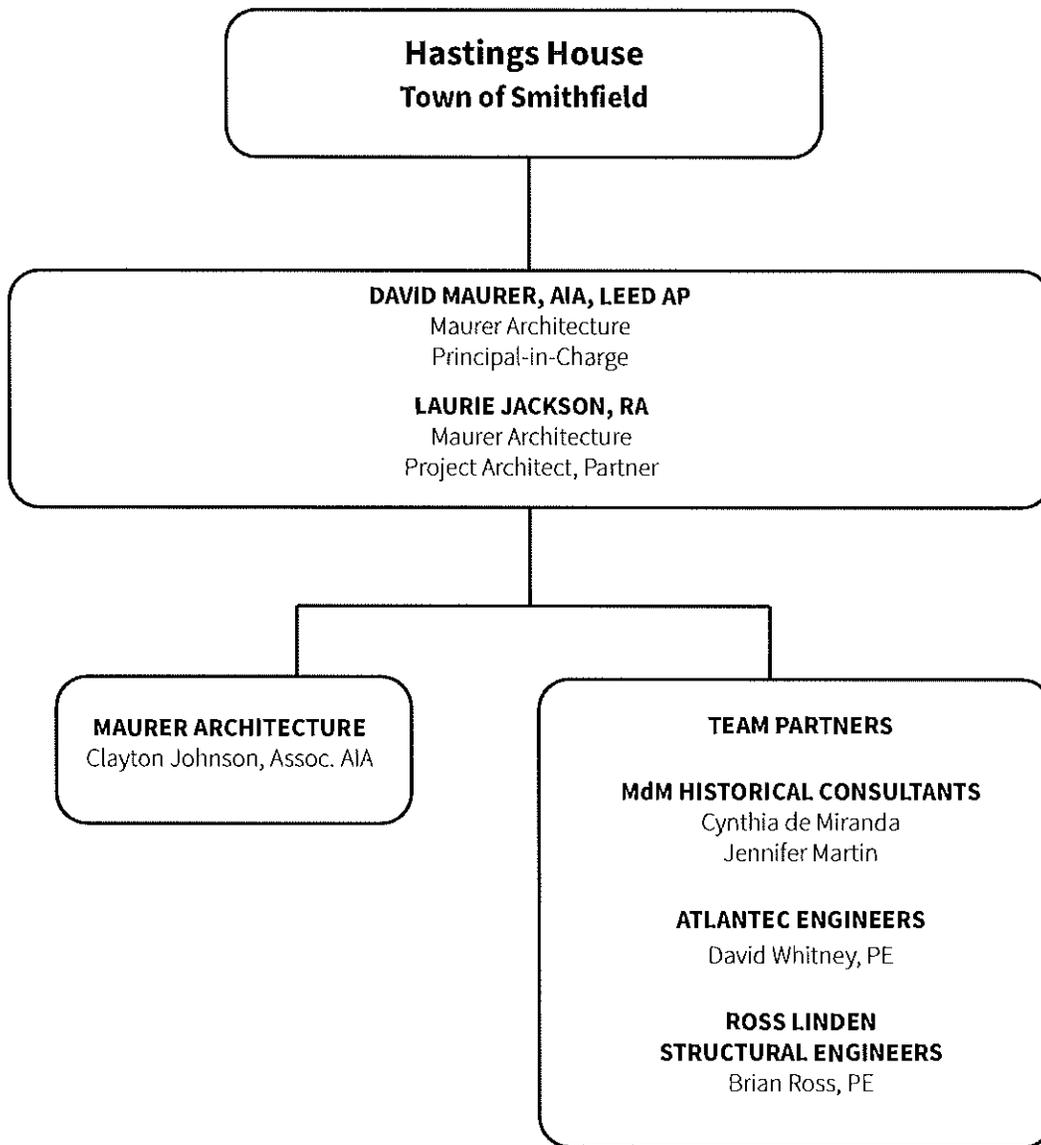
Ross Linden Engineers PC
709 W. Jones Street
Raleigh, NC 27603
919. 832.5680

YEAR ESTABLISHED

2002

SERVICES

- Structural Engineering
- Historic Preservation
- Forensic Engineering
- Special Inspections
- Structural Investigation
- Adaptive Reuse



PROJECT OVERVIEW

PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

STEP 1 DOCUMENT | 2-4 WEEKS

- Visit study area and perform field investigations of existing building and site conditions
- Meet with Hastings House/Town representatives and stakeholders to understand full scope of work and project goals
- Develop existing condition drawings for building
- Review any existing surveys, plans, reports, facility assessments and studies
- Review any historical plans and documents in conjunction with historic consultants

STEP 2 ANALYZE | 6-8 WEEKS*

- Perform a conditions assessment of the Hastings House
- Develop an understanding of opportunities and constraints within the project
- Produce schematic design drawings for review with the Hastings House and stakeholders
- Evaluate schematic design options that align with the preliminary scope of work

STEP 3 DESIGN | 6-8 WEEKS*

- Prepare design development documents for repair of building interior and exterior in conformance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation
- Coordinate with the NC State Historic Preservation Office (SHPO) and the Office of State Archeology (OSA) for review and approval of design development documents
- Make recommendations for repair of building envelope, including capacity and material options

STEP 4 BIDDING | 6-8 WEEKS

- Compilation of bid package and distribution to bidders
- Site visit to perform walk-through with contractors and/or potential bidders
- Comparison of bids received and contractor interviews prior to contractor selection
- Assistance in contractor selection
- Value engineering meetings & drawing revisions as required

STEP 5 CONST. DOCS | 6-8 WEEKS*

- Prepare sealed architectural plans for repair of building interior and exterior in conformance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation
- Coordinate with the NC State Historic Preservation Office (SHPO) and the Office of State Archeology (OSA) for review and approval of permit documents

STEP 6 CONST. ADMIN. | 4-6 MONTHS

- Pre-construction meeting with general contractor and subcontractors
- Monthly site visits as requested or required
- Payment application review/ approval
- Responses to Requests for Information (RFIs)
- Review of submittals and shop drawings
- Field changes and/or bulletin drawings as requested or required
- Final project close-out/punch list

STEP 7 NATIONAL REGISTER NOMINATION PREPARATION |

ESTIMATED 12-16 MONTHS*

- Visit study area and perform field investigations and documentation of the existing building and site conditions
- A relocated property such as the Hastings House would be nominated under Criterion C in the area of Architecture; a context for Greek Revival architecture in the county will be developed
- A first draft nomination will be prepared and submitted to the State Historic Preservation Office for review and comments
- A final draft nomination will be prepared, incorporating feedback from the SHPO and providing technical and substantive compliance with state and federal standards
- The nomination will be reviewed at the next available National Register Advisory Committee meeting
- After recommendation from the National Register Advisory Committee for nomination to the National Register, the nomination will be submitted to the National Park Service for review and approval

*BASED ON SHPO AND NPS REVIEW TIMELINES

PROJECT APPROACH

The first step in our process is to measure and document existing conditions and prepare as-built documentation consisting of floor plans and interior/exterior elevations when necessary. The structural system will be surveyed by project team members, as well as the electrical system and other building systems as required. At the outset of a project, we will engage in an initial Owner/stakeholder meeting to determine and define project scope with respect to use and budget issues.

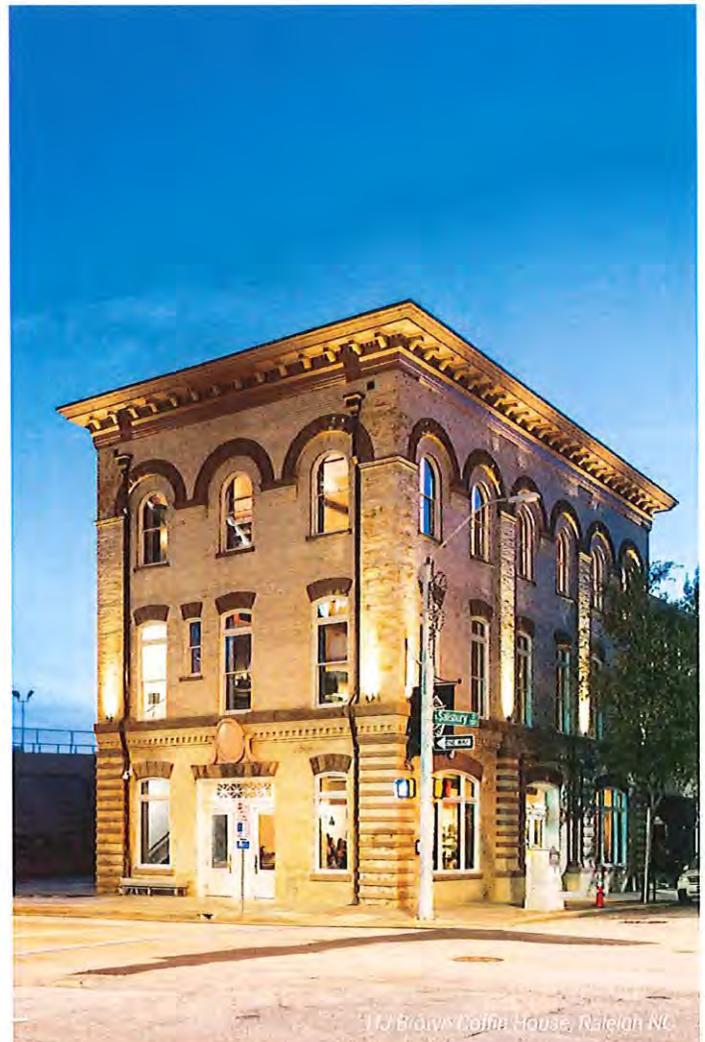
During the Design Development and Construction Document phase, the schematic design is developed to a greater detail considering constructability and cost. There is an emphasis on finalizing design decisions informed by the Owner's functional, aesthetic and quality requirements. The CD phase includes the provision of information in the form of final drawings, details and specifications that enable permitting from the authority having jurisdiction. We will coordinate with the NC State Historic Preservation Office (SHPO) and the Office of State Archeology (OSA) for review and approval of all design documents.

This process will also be informed by the work of our historical consultants. Our team partners will survey the Hastings House to determine its eligibility for the National Register of Historic Places, as well as identify the key character defining details that must be retained and preserved during design and construction. A relocated property such as the Hastings House would be nominated under Criterion C in the area of Architecture; a context for Greek Revival architecture in the county will be developed for inclusion in the National Register nomination.

Our firm is well versed in addressing the complex issues of balancing the needs of accessibility and historic preservation with over thirty years of experience in adaptive reuse and compliance with state building codes. When assessing a historic building with the goal of increasing accessibility options, we begin with the North Carolina Existing Building Code to determine the minimum requirements for a specific building. We understand the accessibility guidelines for both the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA), and how these standards must be applied to an individual project.

During the Bidding and Value Engineering phase, we can assist the Owner with a bid package, bid comparisons, and contractor selection. Construction Administration services include pre-construction meeting, monthly site visits, payment application review and approval, responses to Requests for Information (RFIs), the review of submittals, and the issuance of field changes and/or bulletin drawings.

CA services also include the project closeout portion of the construction process, ensuring that all work has been completed correctly and final payments can be released. We will include team partners and project stakeholders during this phase to ensure that construction activities will mitigate the threat of damage to the historic resource from future natural disasters.



111 Brant Laffin House, Raleigh NC

ARCHITECTURE AND HISTORIC ARCHITECTURE QUALIFICATIONS

Maurer Architecture meets the qualifications referenced in 36 CFR 61. David Maurer, Laurie Jackson and Clayton Johnson all hold a Masters degree in Architecture and have over thirty-five years of combined experience in professional practice. David and Laurie both hold a North Carolina license to practice architecture. In addition to the architectural qualifications of our team, Clayton Johnson holds a Masters of Science degree in Historic Preservation. Clayton has experience in detailed investigations of historic structures, preparation of historic structures research reports and preparation of plans and specifications for preservation projects. In addition, our team member Brian Ross, PE has experience in evaluating historic structures for stabilization and repair as well as rehabilitating historic masonry.

NATIONAL REGISTER OF HISTORIC PLACES QUALIFICATIONS

Maurer Architecture has extensive experience with the National Register of Historic Places and in navigating both State and Federal Historic Tax Credit projects, in which buildings must be listed on the National Register. David Maurer served on the National Register Advisory Committee for North Carolina from 2014-2020, and acted as Chair of the Committee from 2018-2020. Laurie Jackson has professional experience working with the NC State Historic Preservation Office during her graduate studies and as a consultant on updates to National Register Historic Districts. Team member Jennifer Martin of MDM Historical Consultants was the National Register Coordinator and Historic Preservation Specialist for the NC SHPO and Cynthia de Miranda (MDM Historical Consultants) served on the Advisory Council on Historic Preservation in Washington D.C.

FIRM STRUCTURE AND STAFFING

Principal David Maurer began the firm as a sole proprietorship and Maurer Architecture has now grown into a partnership with fourteen dedicated employees, six of which are licensed architects. The firm itself is now 20% woman owned, and the depth, talent, and experience of our team allows for full staffing of complex projects, while also being responsive to project schedules and clients' various needs.

PROJECT SCHEDULING

Based on the scope of work provided in the RFQ, we anticipate the Hastings House project schedule to consist of approximately nine months of design and reviews, and four to six months of construction. The process for gaining approval for nomination to the National Register of Historic Places is expected to take approximately twelve to sixteen months and is dependant on SHPO and NPS review timelines. The Hastings House project would begin with the notice to proceed and signed contractual agreements. Our team is ready to begin work on the project design in September, 2022. References provided and past project performance will demonstrate our ability to meet time schedules on prior similar work. We understand that a successful project requires excellent project management and collaboration, and in our work we prioritize communication, teamwork, creativity, and efficiency. In addition to the experience required for a successful project, a significant commitment to staffing and scheduling is paramount. You have that commitment from us, as well as all of the necessary experience that we bring to the team.

HUB STATUS

While Maurer Architecture is 20% woman owned, we do not hold Historically Underutilized Business status at this time. Ross Linden Engineers PC is a certified woman-owned business enterprise as well as MDM Historical Consultants. Ross Linden Engineers PC and MDM Historical Consultants are registered as a HUB vendor with the State of North Carolina and are listed on the Statewide Uniform Certification Database.

FEDERALLY FUNDED PROJECT EXPERIENCE

Currently, our project experience with federally funded work is limited to EJ Hayes Community Center in Williamston NC. The EJ Hayes project was funded by a Community Development Block Grant and finished on time and on budget. We have extensive experience with historic project funded by grant programs across the state of North Carolina. Our team partners MDM Historical Consultants have many years of successful experience working on federally funded historic preservation projects.

Heights House (Montfort Hall), Raleigh



Project Description:

Montfort Hall was designed by architect William Percival and built in 1858 by William Montfort Boylan. The Italianate building is listed on the National Register of Historic Places as well as being a Raleigh Historic Landmark, and it is one of the few surviving pre-Civil War mansions existing in the area. The building has been lovingly restored into a boutique hotel and events venue in the heart of downtown Raleigh. The project utilizes State and Federal historic tax credits and has received a Certificate of Appropriateness from the Raleigh Historic Development Commission for all changes to the exterior of the building and for the master landscape plan of the nearly one acre site.

With the help of Maurer Architecture, Ross Linden Engineers and Atlantec Engineers, the owner's vision for the property was brought to life. A rear addition was added and accessibility was introduced within the historic building and across the site. A new commercial kitchen and parlor bar were also constructed within the existing building footprint.

The design team worked closely with the owners, Preservation NC (who hold easements on the property) and the State Historic Preservation Office to design a program and floor plan that allowed the continued use of the building in a way that made sense, and also respected the historical context and architectural integrity of the building. Renovations began in early 2019 and the Heights House opened in May of 2021.

Project Timeline:

July, 2019 - March, 2021

Client Reference:

Sarah Shepherd
sarah@heightshousenc.com,
614.571.1233



Project Description:

Kadesh AME Zion Church was constructed in 1897 by Hannibal Badham Sr., a formerly enslaved carpenter and Edenton’s most prominent black architect. The building was badly damaged in 2003 by Hurricane Isobel and left structurally unstable.

The Edenton Historic Commission, in partnership with the Kadesh church congregation and Building Restoration Committee, selected Maurer Architecture to provide services for Phase 1 of the restoration project. Our services included permanent stabilization repairs and construction documents in coordination with our engineering partner Lynch Mykins. Schematic design services included aiding the Congregation and the Committee in the development of a concept and design for the full building rehabilitation. Promotional materials were developed to aid in fundraising for the next phase of work.

As of 2022, the project has received a grant from the National Fund for Sacred Places and fundraising goals were reached. Maurer Architecture will continue to provide architectural services to complete the Phase 2 scope of work and the full restoration of the historic church.

Project Timeline:

December, 2020 - February, 2021
with on time completion of Phase 1

Client Reference:

Joy Thames Harvill; Robert Leath
Executive Director
Edenton Historical Commission
252-482-7800

NATIONAL REGISTER PROJECTS



List of Historic Tax Credit Projects*

- Crech Drugstore / Selma, NC
- 126 & 128 S. Chatham Avenue / Siler City, NC
- Gabriel Johnston Hotel / Smithfield, NC
- 120-124 S. Steele Street / Sanford, NC
- 224 E. Martin Street / Raleigh, NC
- 118 & 120 W Main Street / Elkin, NC
- 604, 606, 610 Fearing Street / Elizabeth City, NC
- 101 E. Main Street / Elizabeth City, NC
- Bowen Motor Co. / Sanford, NC
- Sanford Bank / Sanford, NC
- 208 Fayetteville Street / Raleigh, NC
- Seabird / Wilmington, NC
- 213 E. Cabarrus Street / Raleigh, NC
- Masonic Lodge / Smithfield, NC
- 113 N. Arendell Avenue / Zebulon, NC
- 1016 W. Cabarrus Street / Raleigh, NC
- 230 Princess Street / Wilmington, NC
- 205 W. Walnut Street / Goldsboro, NC
- 43 Salem Street / Thomasville, NC
- 110 Nash Street / Wilson, NC
- Heights House - Montfort Hall / Raleigh, NC
- 34-36 W. Main Street / Thomasville, NC
- 103 N. Center / Goldsboro, NC
- Goldsboro Fire Station / Goldsboro, NC
- 151 N. Center Street / Goldsboro, NC
- Clayton Town Hall / Clayton, NC
- 222 Princess Street / Wilmington, NC
- 226 Princess Street / Wilmington, NC
- 116 N. Center Street / Goldsboro, NC
- Raleigh Sandwich Shop / Raleigh, NC
- Lutterloh Building / Sanford, NC
- Federal Building / Sanford, NC

* Client name, address and phone number available upon request



Request for Town Council Action

Consent
Agenda
Item: Award of
Contract
Date: 03/07/2023

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

Issue Statement

As part of the on-going effort by the Town to improve the sanitary sewer collection system by reducing Infiltration & Intrusion (I&I); the Town wishes to employ a contractor to rehabilitate manholes. This rehabilitation enables the Town to re-build sanitary sewer manholes and line them in such fashion as they will be considered fixed for 40 – 50 years. Bids were advertised, received and the low bidder has been submitted for approval.

Financial Impact

The expense to cover this project is part of the already approved FY 2022 – FY 2023 budget, and will cost the Town \$32,385.00.

Action Needed

Approve the proposed low bidder, Dun-Right Services, as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of Dun-Right Services as the low bidder and authorize the Town Manager to execute the contract

Approved: Town Manager Town Attorney

Attachments:

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



Staff Report

Consent
Agenda
Item: Award of
Contract

The Manhole Rehabilitation project is the natural extension of the Asset Inventory & Assessment grant/initiative, launched by the Town to reduce the Inflow & Infiltration into the sanitary sewer collection system and reduce the sewer treatment bill from Johnston County. This project uses the data gathered by the AIA manhole assessment project and rehabilitates the worst of the manholes, by rebuilding the interior with cement mortar and applying an epoxy lining, to prevent future reoccurrence of sewer gas erosion.

The identified stretch of sewer line was listed and advertised for bid. A limited number of contractors perform this work; as a result, only a few bids were received. The submitted bids were received on February 23, 2023 and the low bidder was identified as Dun-Right Services.

Staff is asking the Council to approve the low bid and authorize the Town Manager to execute a contract for Manhole Rehabilitation Services, not to exceed \$32,385.00.

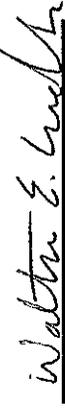
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Manhole Rehabilitation Project for the Town of Smithfield

Bid Tabulation - Bids Received: February 23, 2023

	Contractors	Manholes Acknowledged				Bid Price
1	CMT	x				\$ 46,126.68
2	Dun-Right Services	x				\$ 32,385.00
3	TA Loving	x				\$ 49,995.00
4						
5						
6						
7						

This is to certify that the bids tabulated herein were publically opened and read aloud at 2:00 p.m. on the 23rd day of February, 2023 at the Town of Smithfield Operations Center, located at 230 Hospital Road, Smithfield, North Carolina.


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

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 8 day of March , 2023, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and Dun-Right Services, Inc. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

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

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

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

- 2. TERM OF CONTRACT.** The Term of this contract for services is from March 22, 2023 to June 30, 2023 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Thirty-Two Thousand Three Hundred Eighty-Five and No Dollars (\$ 32,385.00) 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: Dun-Right Services, Inc.
1516 W. PALMETTO STREET
FLORENCE, SC 29501

- 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 March 8, 2023, by and among Dun-Right Services, Inc. ("Contractor"), and the Town of Smithfield ("Town").

RECITALS:

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

AGREEMENT:

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

1. Miscellaneous:

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

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

Greg Siler, Town Budget Officer

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

Town:

By: _____
M. Andy Moore

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 Dun-Right Services, Inc. (hereinafter referred to as “Contractor”), which contract is dated March 8, 2023.

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 Dun-Rights Services, Inc. to perform manhole rehabilitation services for the Town of Smithfield. The rehabilitation service is needed to maintain a properly functioning sanitary sewer collection system by reducing inflow & infiltration into the system for the Town of Smithfield, NC.

II. References: The following documents are incorporated herein by reference to them: The Contractor was given a set of maps 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 on North Street, third Street, Fifth Street and Caswell Street, in the Town sanitary sewer collection system.

IV. Schedules/Timelines (When): The Contractor shall proceed with manhole rehabilitation 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 on all seven (7) manholes listed in the Town RFP, in the Town sanitary sewer collection system.

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 \$ 32,385.00 ; in accordance with the attached 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 Manger or Department Head shall report the new/replacement hire to the Council on the Consent Agenda at the next scheduled monthly Town Council meeting.

In addition, please find the following current vacancies:

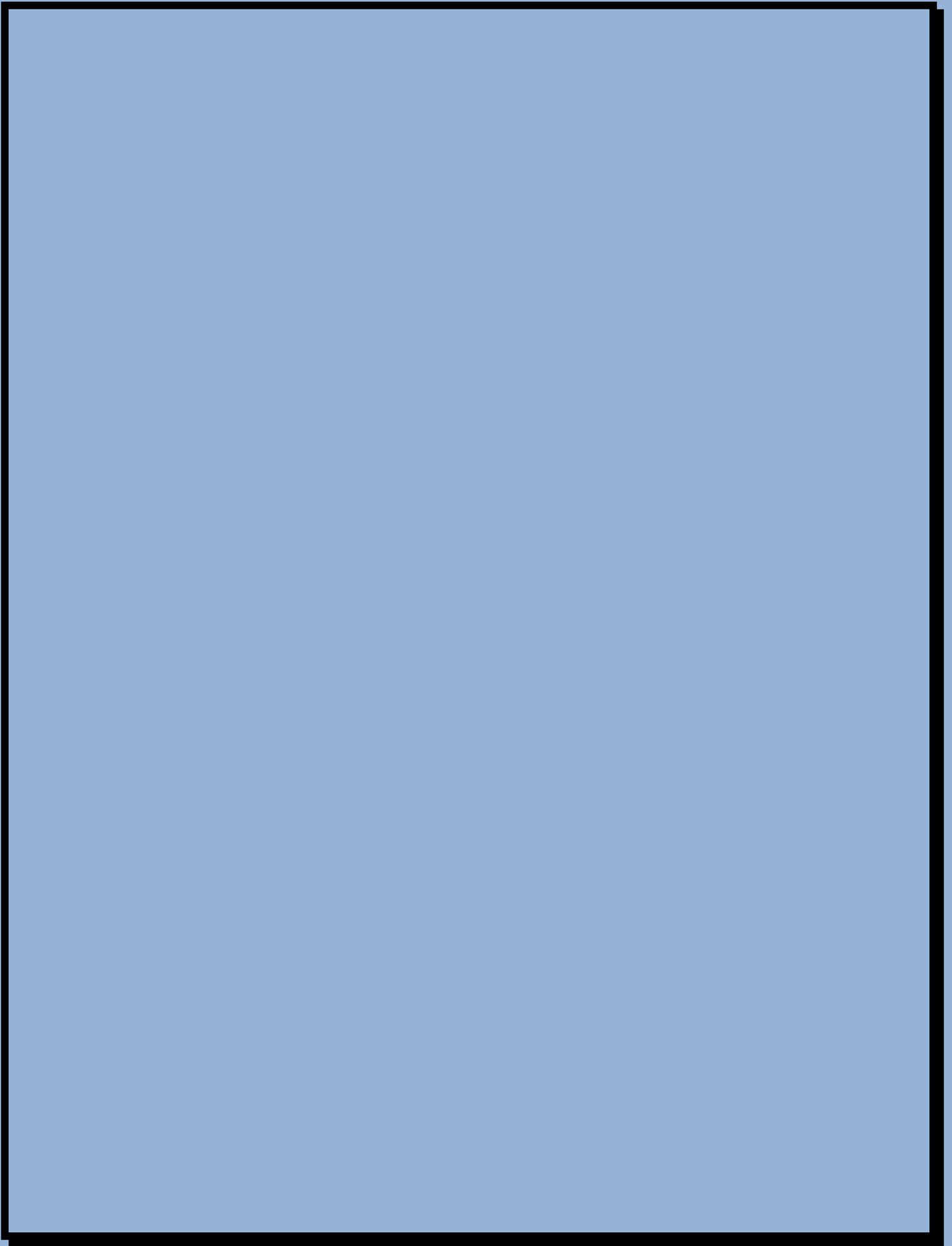
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Electric Line Technician	PU – Electric	31-72-7230-5100-0200
Licensed Water Plant Operator	PU – Water Plant	30-71-7200-5100-0200
Police Chief	Police	10-20-5100-5100-0200
Police Officer	Police	10-20-5100-5100-0200
P/T Collections Assistant	PU – Electric/Customer Service	31-72-7230-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
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 2022-2023 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Diesel Equipment Mechanic	PW – Garage	10-60-6200-5100-0200	\$28.85/hr. (\$60,008.00/yr.)
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	\$27.55/hr. (\$57,304.00/yr.)
Police Officer I (Bi-lingual)	Police	10-20-5100-5100-0200	\$22.90/hr. (\$51,204.40/yr.)
P/T SRAC Instructor	P&R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
Water Plant Operator Trainee(2)	PU – Water Plant	30-71-7200-5100-0200	\$16.87/hr. (\$35,089.60/yr.)

Business Items





Request for Town Council Action

Business
Agenda
Item: Alley
Closures
Date: 03/07/2023

Subject: Resolution of Intent to Permanently Close Public Rights-of-Way

Department: Planning Department

Presented by: Planning Director – Stephen Wensman & Town Attorney – Bob Spence, Jr.

Presentation: Business Item

Issue Statement

NC Statutes 160A-299 requires the Town Council adopt a Resolution of Intent to close public right-of-way as the first step to closing public right-of-way. Originally this matter was scheduled for action before the Council on August 13, 2019, but at the request of the Town Attorney, staff pulled the item to attempt to resolve a description issue between the adjoining owners at the east side of the alley. Now, after a title search, the source of the issue is clear as described in the attachments hereto, but the issue is not resolved with one owner who has stated he would contest any action in court. Efforts at resolution by patient persuasion have failed. The Town believes the alley should be closed and if any owner believes he is aggrieved, he can present his reasons and he has a right to appeal if he is not satisfied with the decision of the Council after a hearing.

Financial Impact

None

Action Needed

To adopt Resolution of Intent No. 721 (04-2023) to permanently close public right-of-way.

Recommendation

Staff recommends the Council adopt the Resolution of Intent to permanently close the alley and to schedule and advertise for a public hearing for the right-of-way closure.

Approved: Town Manager and Town Attorney

Attachments:

1. Staff Report
2. Resolution of Intent No. 721 (04-2023)
3. Issue Summary from Town Attorney with original 1920 (approx.) Source Plat and current GIS as Exhibits



Staff Report

Business Agenda Item:	Alley Closure
Date:	03/07/2023

Petition Description:

Olivia Holding, Twin States Farming, Inc. is requesting the permanent closure of two different rights-of-ways.

1. An alley in the block bordered by Massey, East Johnson, South Sixth and South Seventh Streets.

Analysis:

Alley Right-of-Way. The alley is adjacent to several parcels of land owned by Twin States Farming. The alley is within the block bordered Massey, East Johnson South, Sixth and Seventh Streets. The alley borders properties owned by the applicant, AVS Investments LLC and Loretta N. Wall.

The purpose of the right-of-way closure is to facilitate the sale of the adjacent Twin States Farming, Inc. properties for future development.

Once permanently closed, the alley right-of-way will be divided down the centerline and each half will revert to the adjacent land owners.

Action Requested:

The Town Council is requested to adopt the Resolution of Intent No. 721 (04-2023) to Permanently Close the Alley, and to schedule and advertise for a public hearing for the permanent rights-of-way closures.

**TOWN OF SMITHFIELD
RESOLUTION NO. 721 (04-2023)
DECLARING THE INTENT OF THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD TO CONSIDER
CLOSING OF AN ALLEY IN THE BLOCK BORDERED BY MASSEY, EAST JOHNSTON, SOUTH SIXTH AND
SOUTH SEVENTH STREETS**

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

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of an alley in the block bordered by Massey, East Johnson, South Sixth and South Seventh Streets; and

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

- (1) A meeting will be held at 7:00 pm on the 4th day of April, 2023, in the Town Hall Council Chambers located at 350 East Market Street, Smithfield, NC to consider a resolution to close the alley in the block bordered by Massey, East Johnson, South Sixth and South Seventh Streets; and
- (2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Johnstonian News.
- (3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Upon motion duly made by Councilmember _____, and duly seconded by Councilmember _____, the above resolution was duly adopted by the Town Council at the meeting held on the 7th day of March, 2023, in the Town Hall.

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

The following Councilmembers voted in the negative:

This the 7th day of March, 2023 at ____ o'clock p.m.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

I hereby certify that the foregoing is a true and accurate copy of a resolution duly adopted by the Town Council of the Town of Smithfield, North Carolina, at a meeting held July 10, 2018, at 7 o'clock p.m. at the Town Hall in the Town of Smithfield.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town of Smithfield to be affixed, this the 10th day of July, 2018

Shannan L. Parrish, Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

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

WITNESS my hand and notarial seal this ___ day of _____, 2020

Bethany B. McKeel, Notary Public

My Commission Expires: August 6, 2024



**STREETS AND ALLEYS PROCEDURE FOR PERMANENT CLOSING
CORRECTED TO ADDRESS THE CONFLICT IN THE DESCRIPTIONS OF
ADJOINERS HOMEMASTERS AND ATKINSONS**

<u>PROCEDURE:</u>	<u>RESPONSIBILITY:</u>
1. Submission of request to Town must include:	
a. Letter of request (petition) signed by as many of property owners abutting the street or alley who will sign. Here all have signed but the owners of one lot being Lafayette Atkinson and wife, Myra Lynne Atkinson.	Property Owners
b. Copy of recorded plat showing original layout or dedication of street or alley in about 1920	Property Owners
c. We attach a preliminary survey of Alsey J. Gilbert of portions of the alley to be closed in a preliminary format showing that Atkinson's deed claims to the center of the alley and then about 4 feet over the center due to a description error in the deeds in the Atkinson chain of title. The original plat was recorded about 1920 and is attached with an explanation of the title issue whereby the Atkinsons claim to the 4 feet results from an error in his deed and prior deeds back to the Wellons family.	Property Owners
d. Both the deed to Homemaster and to Atkinson attempt to convey to the centerline as if the alley had been closed (it has not) but due to an error in Atkinson's description his deed laps over about 4 feet across the centerline of the alley because the small 32 foot deep lot of Taleghani at the southeast corner of Massey and 7 th is shown in his description as having a depth of 36 feet, not 32 feet. His description then adds the footage necessary to put him to the center of the alley if the lot were 32 feet, making his claim along Main 4 feet longer than it is. A detailed explanation is attached.	
2. Review and recommendations to Town Manager by legal, planning and public utilities.	Town Staff
3. Recommendation to Town Council.	Town Council
4. Adopt Resolution of Intent.	Town Council
5. Public Notice	Town Clerk
a. Newspaper (one per week, four consecutive weeks).	Town Clerk
b. Posted notices (two signs on street).	Town Staff
c. Mail copy of Resolution of Intent to all adjoining property owners by Registered or Certified mail.	Town Staff
6. Public Hearing	Town Council
7. Order of Closing	Town Council
8. Record Order of Closing	Town Attorney



ORIGINAL

STREETS AND ALLEYS PROCEDURE FOR PERMANENT CLOSING

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

Issue Between Lafayette Atkinson lot (part of Lot 1 and 2 of attached plat) and Homemasters Lot, Lot 9 and 10 plus)Exhibit 1, Source Recorded Plat, approximately 1920; Exhibit 2, current GIS

1. The Issue in the Recorded Deeds, Simplified Graphically.

The lots on this block originate from two recorded plats in about 1920 which show the block with a 20 foot alley running parallel to Market Street located in the middle of the block. The block extending from Massey which runs parallel to Market and just south of it is 300 feet from Massey. The alley is in the center creating a 20-foot alley with lots extending 140 feet perpendicular to Market (parallel to 6th and 7th) as shown on the attached map. Note on the original map the block is G with lots 140 feet deep with the alley in the middle.

In 1978 R. W. Woodley conveyed to CBNC a lot which in 1994 CBNC conveyed to Atkinson with a description error that is still an issue. This deed also treats the alley as withdrawn which no one took the trouble to do so it assumes that Woodley owned to the center of the alley whereas in fact she never received title to the alley. She received the right to half the alley if it was withdrawn. It was not.

The lot conveyed to CBNC and then Atkinson is part of lot 1 and lot 2 of Block G but at the corner of Elm Street now 7th there was previously cut out a "small lot" that is 32 feet along 7th. However, by error the CBNC deed says the lot is 36 feet deep (as along 7th), which either gives the small lot 4 feet or creates a gap. It is just a description error. They happen!

Reflecting this 4 foot error, the CBNC deed is 154 on 7th street (4 feet too long) and the western line parallel with 7th is 154 feet.

Thus, Atkinson has a deed from CBNC which not only claims 10 feet of the alley that was never withdrawn but by error extends Atkinson's southern line 4 more feet into the side of the alley that would go to Lots 9 and 10 to its south.

Atkinson received title to 140 of these 154 feet. The withdrawal of the alley should give him 150 feet with half the alley going to him and half the alley going to the lots to his south, 9 and 10.

2. Earlier History: Atkinson has no claim, based just on recorded deeds, to Homemaster's Lot though his deed in error so states.

The CBNC deed to Atkinson reflects a 1978 deed from the William Wellons and wife heirs to R.W. Woodley as part of a family division. The lots to the south of Lot 1 and 2, lots 9 and 10 had already been conveyed to a sister Dee. Thus the owner of lot 9 and 10 have already received title in a deed to the southern lots that is 150 feet, again recognizing the center of the alley and trying to discard it without a formal withdrawal by statute.

3. Current GIS

GIS shows Atkinson lot as 140 feet and shows that he claims part of the alley but does not recognize his 154 feet because it is an obvious error upon close examination of the descriptions.

GIS shows lots 9 and 10, the Homemaster Properties, LLC property, as 140 feet long, not recognizing the claim of his deed to 150 feet. The deed is trying to include half the lot so as to do a withdrawal of the alley without the trouble of the statutory process.

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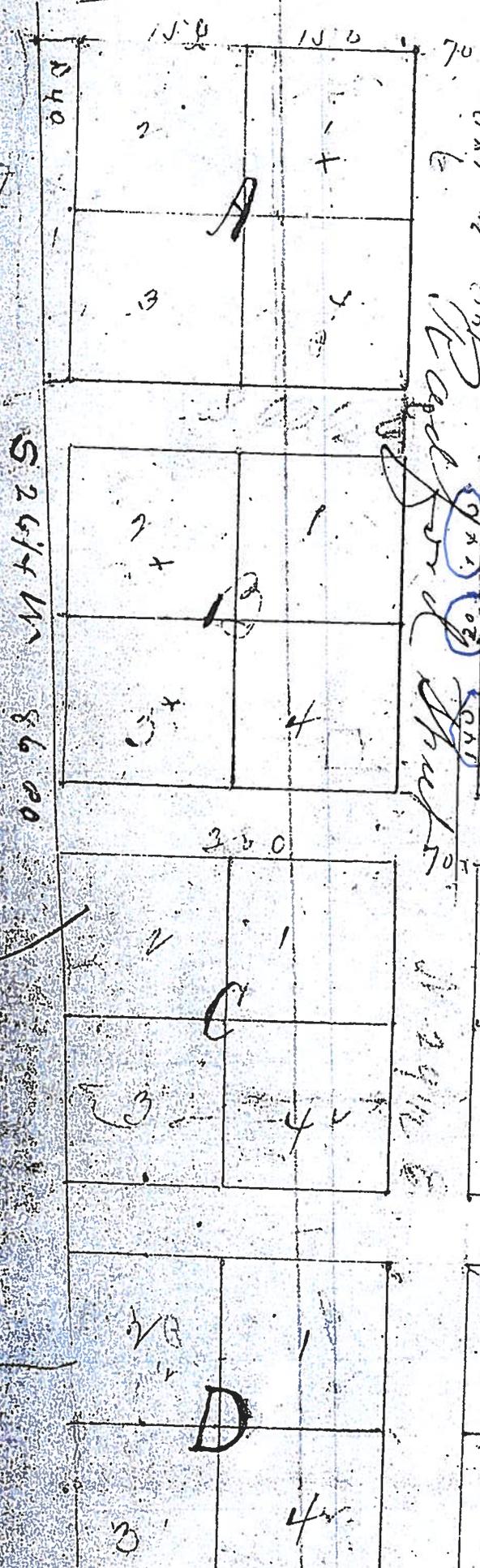
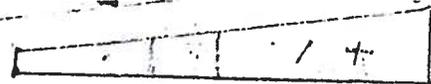
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Market Street

60 60 60 60 60 60

70

Exhibit 1

Atkinson Yellow

Home Masters Orange

6 7 8 9 10

Johnston Street

5 4 3 2 1

6 7 8 9 10

C

Church St.

70

300'

2 1

3 4

F

Spring Branch St

144

2 1

3 4

E

60 60 60 60 60

5 4 3 2 1

6 7 8 9 10

I

Street

5 4 3 2 1

6 7 8 9 10

J

300'

2 1

3 4

K

200'

2 1

3 4

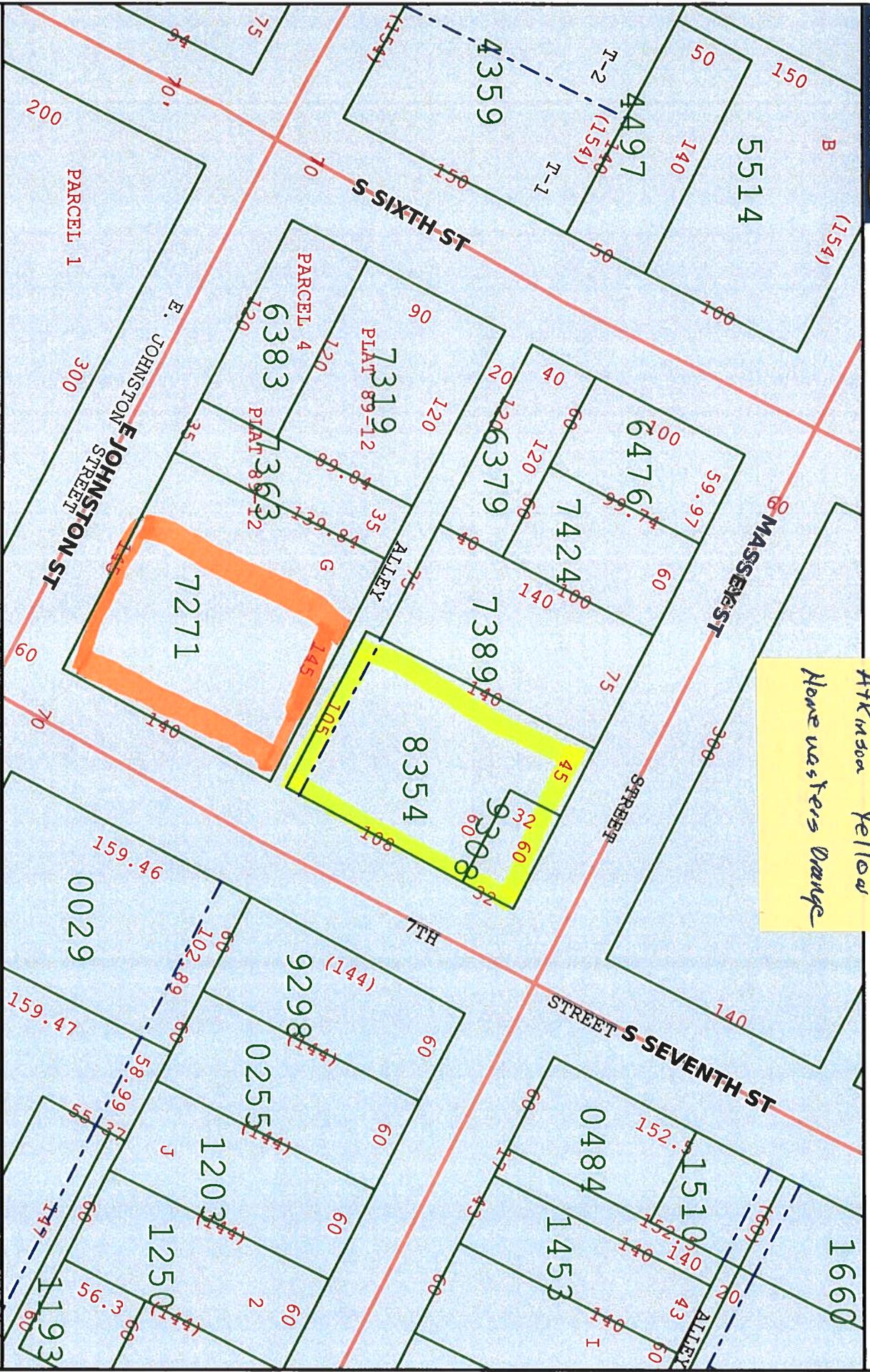
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Johnston County assu

ation represented here.

Exhibit 2
Atkinson Yellow
Home Westers Orange

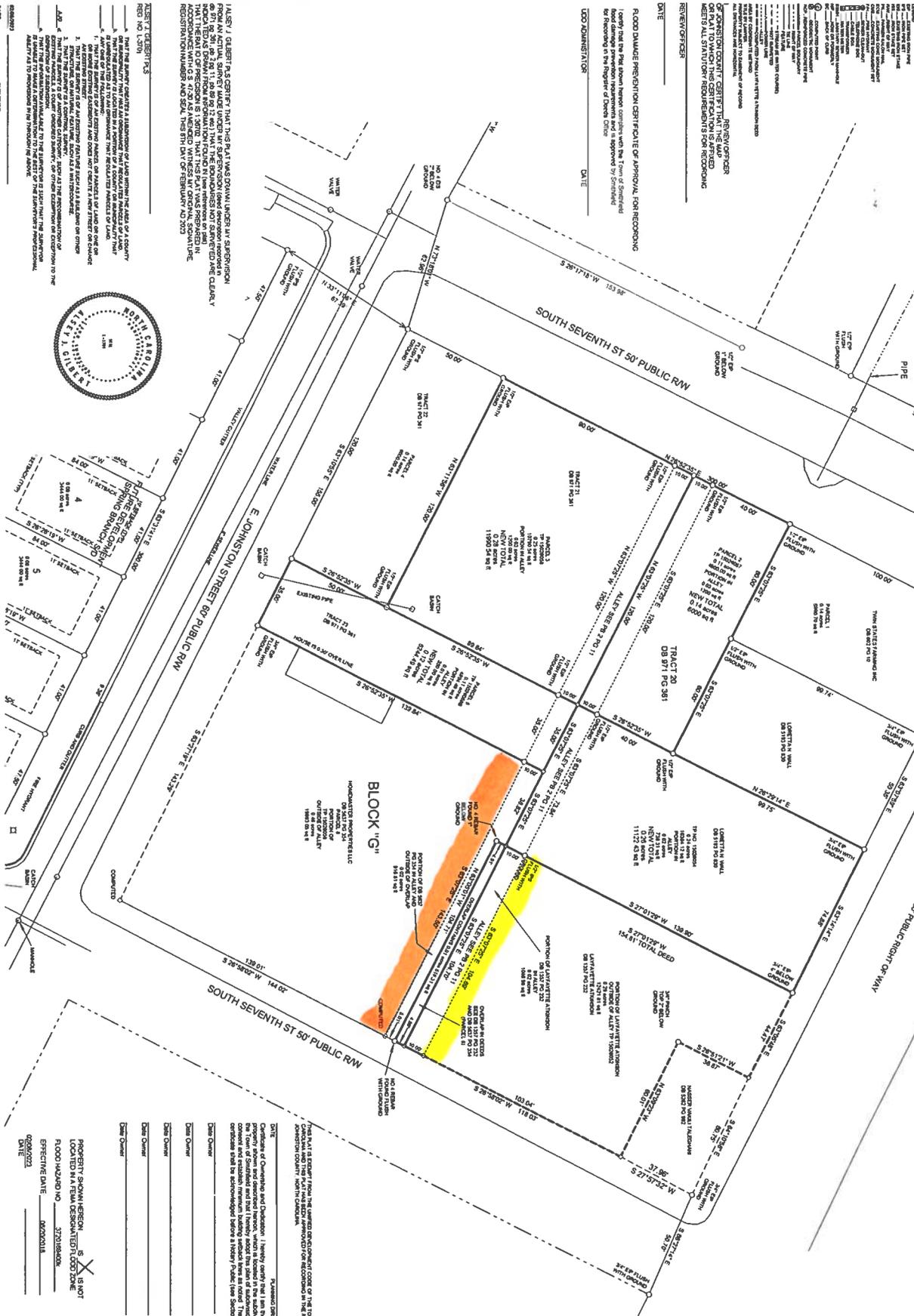


Scale: 1:966 - 1 in. = 80.49 feet
(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)



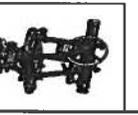
PRELIMINARY PLAT: NOT FOR RECORDATION, SALES OR CONVEYANCES

ALLEY CLOSURE MAP FOR:
TOWN OF SMITHFIELD
 SURVEYED MAP JOHNSTON CO. NC
 SCALE 1" = 50' DATE 08/26/2022



REVISIONS

NO.	DATE	DESCRIPTION
1	08/26/22	INITIAL DESIGN
2	08/26/22	REVISED DESIGN
3	08/26/22	REVISED DESIGN
4	08/26/22	REVISED DESIGN
5	08/26/22	REVISED DESIGN
6	08/26/22	REVISED DESIGN
7	08/26/22	REVISED DESIGN
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100	08/26/22	REVISED DESIGN



REVISIONS

DATE: 08/26/22

BY: [Signature]

FOR: [Signature]

NOTICE TO CONTRACTORS

THE TOWN OF SMITHFIELD HAS REVIEWED THE PLAT AND APPROVES THE SAME AS SHOWN ON THESE PAGES. THE TOWN OF SMITHFIELD DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY OR THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY AND THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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Request for Town Council Action

Business
Agenda
Item: SRAC BOILER
REPLACEMENT
Date: 03/07/2023

Subject: SRAC Boiler Replacement
Department: SRAC
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Business Agenda Item

Issue Statement: The SRAC is seeking \$ 75,152.00 in additional funds for the replacement of boilers at SRAC

Financial Impact:

Approved Budgeted Amount for FY 2022-2023: \$ 70,000.00

Amount of Purchase/Bid/ Contract: **\$ 145,152.00 (Town's Share)**

Action Needed: Approval of additional funds in the amount of \$ 75,152.00 for the replacement of boilers at SRAC

Recommendation: Approval of additional funds in the amount of \$ 75,152.00 for the replacement of boilers at SRAC

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Projected Costs Documentation
3. Engineering and design documentation (provided by JCPS)
4. Bid Documentation (provided by JCPS)



STAFF REPORT

Business
Agenda
Item: SRAC BOILER
REPLACEMENT
Date: 03/07/2023

During the budgeting process for the 22/23 FY Budget, SRAC and Johnston County Public Schools (JCPS) discussed a plan to replace the boilers at SRAC that heat the building and pool area. These boilers are going on 14 years old with one being completely inoperable and the other needing constant repairs.

JCPS was the lead on the project and gave a projected total cost of the project of \$ 140,000 including contingency with the Town splitting the cost per the joint use agreement. The **Town's total cost was projected at \$ 70,000.00**. This was the amount budgeted and approved by the Town Council in the FY 22/23 budget.

JCPS worked with the engineering firm Progressive Design Collaborative, Ltd. (PDC) to design and engineer the project. After design, bids were received with the engineer recommending SPC Mechanical (low bidder) for the project in the amount of \$ 290,804.00 to include the base bid and Alternate 1. SPC Mechanical bid \$0 additional for the alternate.

Bids with Alternate 1 were as follows:

SPC Mechanical	\$ 290,804.00
Boiler Masters	\$ 297,000.00
Superior	\$ 332,000.00
SE&M	\$ 384,776.00
Baker Mechanical	\$ 468,000.00

The Certified Bid Tabulation is included in documentation.

SRAC is requesting additional funds in the amount of \$ 75,152.00 to provide the full amount **of the Town's portion of \$ 145,152.00**.

The Manager is recommending \$75,152 be allocated from General Fund Contingency leaving a contingency budget of \$134,530 for the remainder of the fiscal year.

**

Gary Johnson

From: Weston Hockaday <westonhockaday@johnston.k12.nc.us>
Sent: Thursday, November 4, 2021 10:29 AM
To: Gary Johnson
Cc: Brooks Moore; Joshua Woodard
Subject: Fwd: SRAC - HVAC Planning - Boiler replacement

Gary,

The SRAC heating hot water boilers are due for planning a Major Replacement items project over \$500.

In an effort to cooperate in scheduling and planning, we have worked up a cost estimate of \$140,000 total project costs (\$116,868 quoted price for turnkey installation to match existing 2 boiler arrangement + 20% contingency). We also have investigated a single boiler replacement with redundant heat exchangers at \$130,000 total project costs (\$107,926 quoted price + 20% contingency)

These project costs would be split in accordance with the contract.

This is an opportunity to begin discussions on scope and planning to ensure that resources will be available in the planned year of replacement.

Our capital request period begins in the Spring so we would like to have the planning worked out by then to request funds in the upcoming 22-23 fiscal year (July-Jun).

Thoughts?

Thanks,

Weston Hockaday, PE
Engineer of Energy Management
Johnston County Public Schools
Facilities Services
WestonHockaday@johnston.k12.nc.us
(o) 919.934.2021 ext 7001

*Note: All email correspondence to and from this address is subject to public review under the NC Public Records Law, which may result in monitoring and disclosure to third parties, including law enforcement.
In compliance with federal law, JCPs administers all educational programs, employment activities, and admissions without discrimination against in any manner on account of, or because of race, color, gender, age, religion, national origin, political affiliation, marital status, parental status, genetic information or disability in its program or activities.*

Good morning Gary

Im trying to get a jump start on the boiler replacement for your facility. With supply chain issues I'd like to get the ball rolling so hopefully we can get the equipment on order and get this job completed before next fall because as you know these boilers are on their last leg. So what do you need from me? I will get a couple contractors out to price the job and I will head up the project. But this is a little different for me since we split the cost.

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Gary Johnson

From: Matthew Johnson <matthewvjohanson@johnston.k12.nc.us>
Sent: Friday, February 3, 2023 12:01 PM
To: Gary Johnson
Subject: Boiler Replacement

Good afternoon Sir,
We just received the bids yesterday afternoon on replacing the Boilers at your facility and I just wanted to touch base about what you need from us on our end? The Total cost is \$290,804 before we split the bill..... Feel free to call my cell as well 919-820-7525

--

Matthew Johnson - Project Manager JCPS
Office (919) -934-2021 (Ex 7044)
Fax (919) 934-3381

"As you navigate through the rest of your life, be open to collaboration. Other people and other people's ideas are often better than your own." - Amy Poehler

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Progressive Design Collaborative

3101 Poplarwood Court, Suite 320

Raleigh, North Carolina 27604

919-790-9989

August 9, 2022

Brooks Moore
Chief of Facilities and Construction
Johnston County Schools
601 West Market Street
Smithfield, North Carolina 27577

Re: Smithfield Recreation and Aquatic Center – ESSER

Brooks

Thank you for asking Progressive Design Collaborative to work with Johnston County Schools again. Based on the information to date I am proposing the following:

Project Scope:

- Replace 2 condensing boilers and associated pumps
- Rework piping as required
- Upgrade plant DDC system

I am proposing the following services:

- Site visits as required to complete the design
- Submit plans to DPI and address comments as needed
- Construction drawing phase with specifications suitable for a formal public bid
- Conduct pre-bid and provide addendum as needed
- Receive bids, certify bid tabulation, and provide a letter of recommendation
- Conduct a preconstruction conference
- Review shop drawings and address RFI's as needed
- Review pay applications and provide a recommendation letter
- Site visits during construction activities as required
- As-built drawings in pdf and hard copy

Exclusions:

1. Equipment beyond the list above
2. Electrical service upgrade
3. Hazardous material testing or abatement services
4. Commissioning

Anticipated bid date: December of 2022

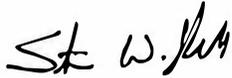
Anticipated Construction Duration: 6/1/23 – 10/1/23

Construction Budget: \$200,000(including a \$25,000 contingency)

Fee: \$18,000

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve W. Campbell". The signature is written in a cursive, slightly slanted style.

Steve W. Campbell, P. E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.



Progressive Design Collaborative, Ltd

3101 Poplarwood Court, Suite 320

Raleigh, North Carolina 27604

919-790-9989

February 3, 2023

Mr. Brooks Moore
Johnston County Schools
Chief of Facilities and Construction

VIA E-MAIL

Re: Johnston County Schools
Smithfield Recreation and Aquatic Center HVAC
PDC Project 22095

Mr. Moore:

Based on the attached bid tab for the referenced project, I am recommending SPC Mechanical be awarded the base bid and Alternate 1 in the amount of \$290,804 to provide the HVAC upgrades at Smithfield Rec and Aquatic Center.

Sincerely,

Steve W. Campbell, P.E., LEED AP
PROGRESSIVE DESIGN COLLABORATIVE, LTD.

Attachments:
Certified Bid Tabulation
SPC Mechanical Bid



pdcengineers.com



Progressive Design Collaborative, Ltd
 3101 Poplarwood Court, Suite 320
 Raleigh, North Carolina 27604
 919-790-9989

CERTIFIED BID TABULATION

JOHNSTON COUNTY SCHOOLS
Smithfield Recreation & Aquatic Center HVAC
PDC Project 22095

February 2, 2023 at 2:00pm

CONTRACTOR	LICENSE #	M/WBE	Bid Bond	BASE BID	ALT. 01	ADD 01	ADD 02
SE&M	8299	X	X	\$280,869	\$103,907	X	X
SUPERIOR	18629	X	X	\$332,000	\$0	X	X
SPC MECHANICAL	2101	X	X	\$290,804	\$0	X	X
BOILER MASTERS	10313	X	X	\$297,000	\$0	X	X
BAKER MECHANICAL	12896	X	X	\$468,000	\$0	X	X

This is to certify this bid tabulation to be true and correct:

Steve W. Campbell

Steve W. Campbell, PE LEED AP
PROGRESSIVE DESIGN COLLABORATIVE, LTD.



BID/ACCEPTANCE FORM

for

JOHNSTON COUNTY SCHOOLS

SMITHFIELD RECREATION AND AQUATIC CENTER

Replace two condensing boilers and associated pumps. Upgrade controls system for the existing chilled water and hot water systems.

We are in receipt of

Addendum 1 <input checked="" type="checkbox"/>	Addendum 2 <input checked="" type="checkbox"/>	Addendum 3 _____
Addendum 4 _____	Addendum 5 _____	Addendum 6 _____

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with JOHNSTON COUNTY SCHOOLS for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Owner for the sum of:

BASE BID: Two Hundred Ninety Thousand Eight Hundred Four Dollars \$ 290,804.00

ALTERNATE #1 BID: Provide DDC controls by single brand Schneider

(ADD / DEDUCT) No change Dollars \$ 0

SPC Mechanical Corporation 6189

General Subcontractor License #:

KH Electrical, LLC 19808-L

Electrical Subcontractor License #:

Respectively submitted this 2nd day of February 2023

Smithfield Rec and Aquatic Center

(Contractor's Name) SPC Mechanical Corporation

By:



Title: Vice President (Owner, partner, corp. Pres. Or Vice President)

Address: 1500 Wendell Blvd, Wendell, NC 27591

Email Address: al.pitts@spcmechanical.com

(Corporate Seal)

License #: 2108

Title:

ACCEPTED by _____

Total amount of accepted by the owner, included base bid and bid alternates: _____

TITLE:

END OF SECTION 00 52 00

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of SPC Mechanical Corporation

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

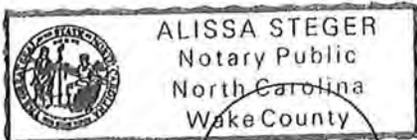
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2-2-2023 Name of Authorized Officer: Al Pitts

Signature: *Al Pitts*

Title: Vice President



State of NC, County of Wake
Subscribed and sworn to before me this 2nd day of February 2023
Notary Public *Al Steger*
My commission expires 9/24/27

Smithfield Rec and Aquatic Center

Bid Bond

SPC Mechanical Corporation _____, as Principal, and _____
Great American Insurance Company _____, as Surety, who is
duly licensed to act as Surety in North Carolina through the Johnston County Public Schools,
as Obligee, in the penal sum of Five (5%)Percent of Amount Bid

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 2 day of February, 2023.

WHEREAS, the said Principal is herewith submitting Proposal for:
Smithfield Recreation and Aquatics Center HVAC Upgrades

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G. S. 143-129:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such Contract and give Performance Bond as required by G. S. 143-129, the Surety shall upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof; and provided further, that the bid may be withdrawn as provided by G. S. 143-129.1.

SPC Mechanical Corporation
 _____ (SEAL)

Great American Insurance Company
 _____ (SEAL)
Heidi M O'Connor _____ (SEAL)

END OF SECTION 00 90 00.03

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 21741

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN L. CRAMER	ALL OF	\$100,000,000
HEIDI M. O'CONNOR	RALEIGH, NORTH CAROLINA	
LORI F. HAMLET		
LISA R. SCOTTO		
DIANE A. HOBBS		
KIMBERLY S. SULLIVAN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of JUNE, 2022



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24th day of JUNE, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2 day of February, 2023



Stephen C. Beraha
Assistant Secretary

Board Meeting Agenda Item
Johnston County Board of Education

Agenda Item: Boiler Replacement for Smithfield Recreation & Aquatics Center

Staff Liaison Present: Brooks Moore

Phone#: (919) 934-2021

Background Information:

This joint project with the Town of Smithfield at the Smithfield Recreation & Aquatics Center will replace two boilers with new natural gas condensing boilers, including pumps to bring the heating hot water system back into proper operation and provide resiliency in the system to reduce humidity and improve indoor air quality. The system also provides dehumidification to the pool area as well. Per the joint agreement with the Town of Smithfield, JCPS is responsible for maintaining the facility and splits capital replacements with the Town.

Recommendation:

A request for proposals was advertised by PDC Engineers and a total of 5 bids were received on February 2, 2022. Recommendation is to award the project to SPC Mechanical of Wilson, NC for a total contract amount of \$290,804, JCPS' financial portion will be \$154,652 including design costs. A contingency of \$25,000 is also requested for testing and any unforeseen issues that may arise during construction.

The bid tabulation is linked in the agenda.

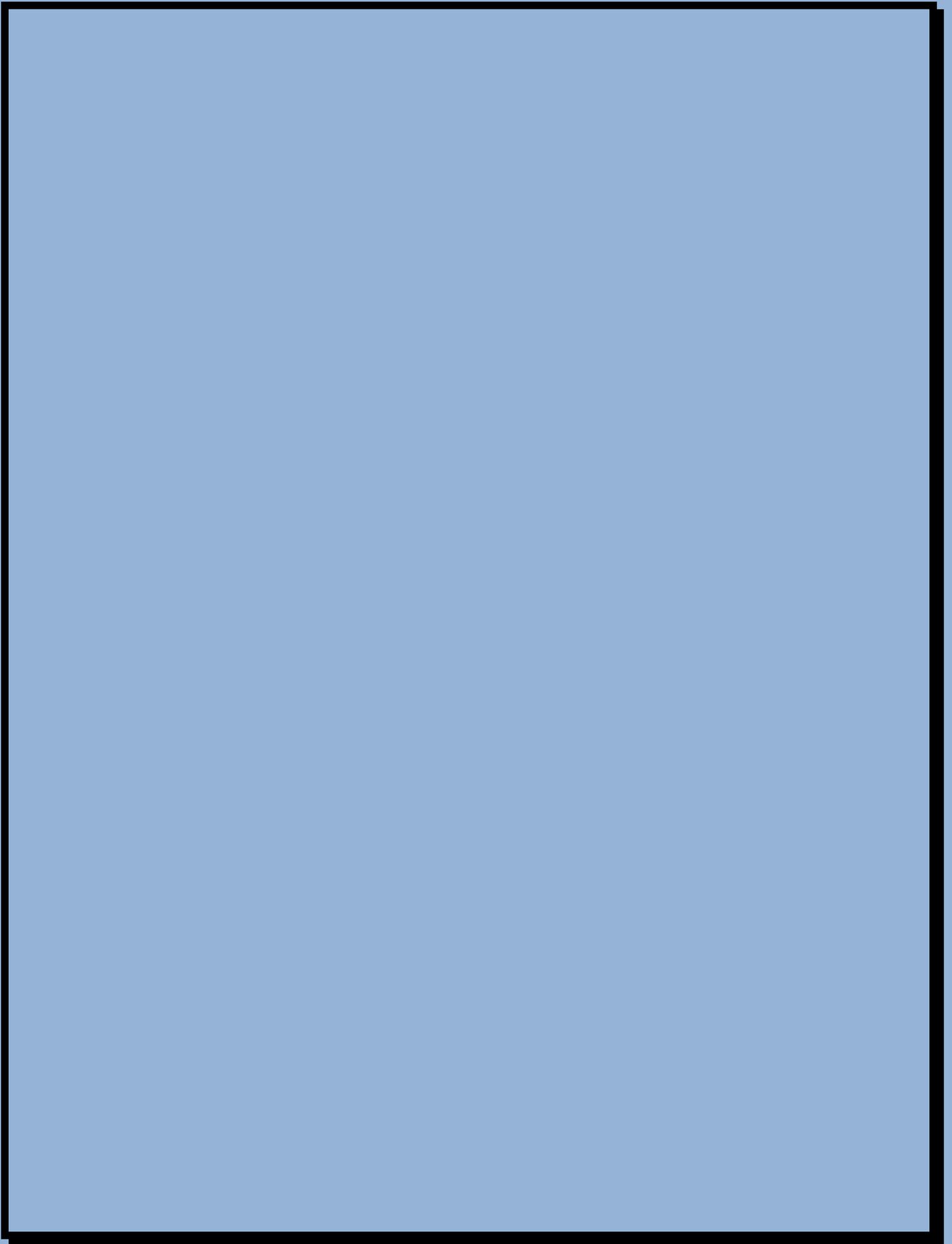
Fiscal Implications: (Funding Source, Budget Code ex. Capital Outlay)
FY 22-23 Capital

Purpose:

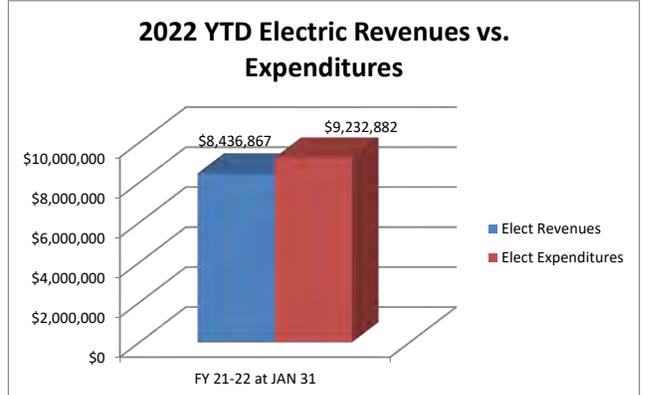
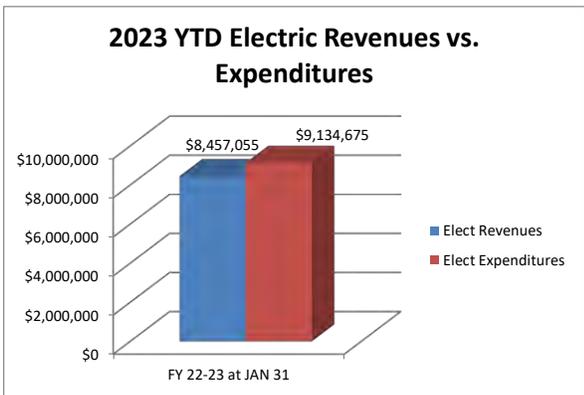
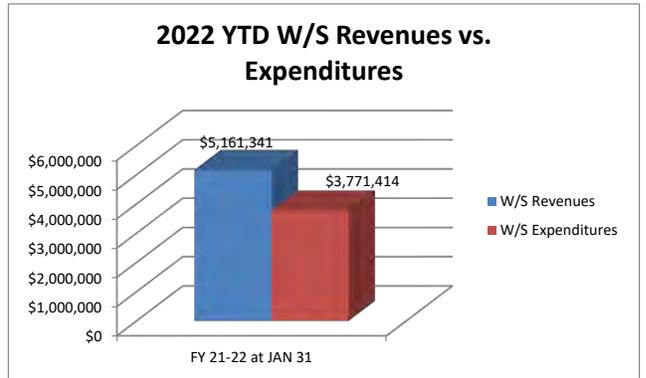
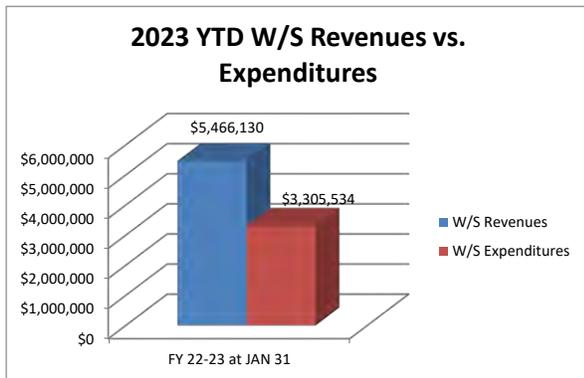
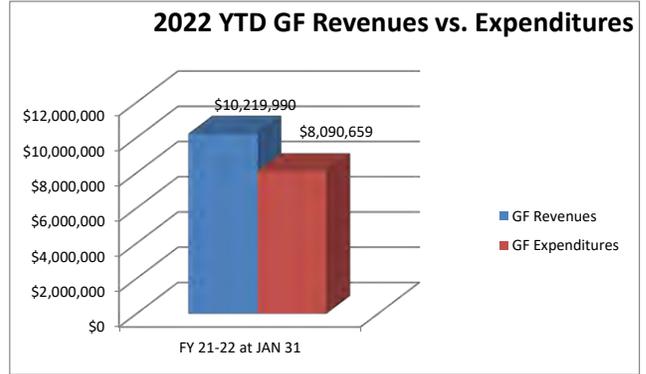
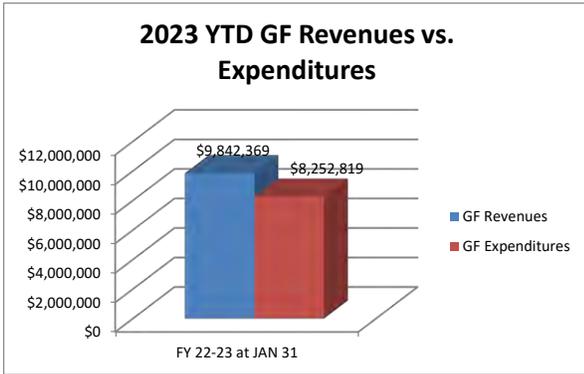
Information /Discussion Action Consent

Reviewed by: Finance: Stephen Britt Attorney: Gordon Woodruff

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
January 31, 2023
Gauge: 7/12 or 58.40 Percent

58.40%

GENERAL FUND

	Frequency	Actual to Date	Budget	Actual to Date	YTD %
		FY '21-22	FY '22-23	FY '22-23	Collected
Revenues					
Current & Prior Year Property Taxes	Monthly	\$ 5,623,553	\$ 6,861,000	\$ 4,699,855	68.50%
Motor Vehicle Taxes	Monthly	477,383	700,000	423,554	60.51%
Utility Franchise Taxes	Quarterly	476,600	960,000	501,132	52.20%
Local Option Sales Taxes	Monthly	1,396,512	3,040,000	1,589,414	52.28%
Aquatic and Other Recreation	Monthly	361,784	695,000	475,981	68.49%
Sanitation (Includes Penalties)	Monthly	776,615	1,475,040	796,838	54.02%
Grants		145,789	87,500	62,284	71.18%
All Other Revenues		961,754	1,601,866	1,293,311	80.74%
Loan Proceeds			-		#DIV/0!
Transfers (Electric and Fire Dist.)		-	460,150	-	0.00%
Fund Balance Appropriated		-	1,047,163	-	0.00%
Total		\$ 10,219,990	\$ 16,927,719	\$ 9,842,369	58.14%

	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Expenditures				
General Gov.-Governing Body	\$ 267,483	\$ 445,435	\$ 276,456	62.06%
Non Departmental	541,046	1,684,049	531,034	31.53%
Debt Service	829,941	448,888	377,348	84.06%
Finance	70,436	152,740	82,569	54.06%
IT	-	187,125	55,176	29.49%
Planning	164,603	446,935	219,802	49.18%
Police	2,173,017	4,562,896	2,299,617	50.40%
Fire	1,146,415	2,510,948	1,398,924	55.71%
EMS	-	-		#DIV/0!
General Services/Public Works	307,033	698,933	356,804	51.05%
Streets	224,253	721,781	252,437	34.97%
Motor Pool/Garage	74,098	124,145	48,347	38.94%
Powell Bill	307,074	559,169	368,077	65.83%
Sanitation	859,182	1,604,788	813,639	50.70%
Stormwater	54,625	171,392	23,107	13.48%
Parks and Rec	501,988	1,159,343	520,514	44.90%
SRAC	536,555	1,146,479	590,306	51.49%
Sarah Yard Center	32,911	74,070	38,663	52.20%
Contingency	-	228,603		0.00%
Appropriations/Contributions	-	-		0.00%
Total	\$ 8,090,659	\$ 16,927,719	\$ 8,252,819	48.75%

YTD Fund Balance Increase (Decrease)

- 0

58.40%

WATER AND SEWER FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Water Charges	\$ 1,492,798	\$ 2,870,000	\$ 1,539,726	53.65%
Water Sales (Wholesale)	1,069,195	\$ 2,000,000	1,104,628	55.23%
Sewer Charges	2,485,336	4,505,000	2,612,494	57.99%
Penalties	27,628	55,000	42,304	76.92%
Tap Fees	9,680	24,000	3,115	12.98%
Other Revenues	76,705	112,650	163,863	145.46%
Grants	-	30,000		0.00%
Loan Proceeds	-	-		#DIV/0!
Fund Balance Appropriated	-	1,616,421		0.00%
Total	\$ 5,161,341	\$ 11,213,071	\$ 5,466,130	48.75%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Water Plant (Less Transfers)	\$ 1,065,813	\$ 2,216,765	\$ 1,122,800	50.65%
Water Distribution/Sewer Coll (Less Transfers)	2,400,035	5,377,761	2,034,006	37.82%
Transfer to General Fund	-	-		#DIV/0!
Transfer to W/S Capital Proj. Fund	-	2,401,130	-	0.00%
Debt Service	305,566	967,414	148,728	15.37%
Contingency	-	250,001	-	0.00%
Total	\$ 3,771,414	\$ 11,213,071	\$ 3,305,534	29.48%

ELECTRIC FUND

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Electric Sales	\$ 8,287,059	\$ 16,127,650	\$ 8,221,279	50.98%
Penalties	39,697	80,000	49,496	61.87%
All Other Revenues	110,112	198,630	186,280	93.78%
Grants	-			
Loan Proceeds	-			
Fund Balance Appropriated	-	694,603		
Total	\$ 8,436,867	\$ 17,100,883	\$ 8,457,055	49.45%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '21-22	FY '22-23	FY '22-23	Collected
Administration/Operations	\$ 1,680,733	\$ 3,207,292	\$ 1,564,764	48.79%
Purchased Power - Non Demand	2,561,796	12,450,000	2,794,663	22.45%
Purchased Power - Demand	3,973,332		3,758,227	#DIV/0!
Purchased Power - Debt	674,436		674,436	#DIV/0!
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	-	177,977	-	0.00%
Contingency	-	277,879	-	0.00%
Transfers to Electric Capital Proj Fund	-	550,000	-	0.00%
Transfer to Electric Capital Reserve	-	-	-	
Transfers to General Fund	-	95,150	-	0.00%
Total	\$ 9,232,882	\$ 17,100,883	\$ 9,134,675	53.42%

CASH AND INVESTMENTS FOR AUGUST

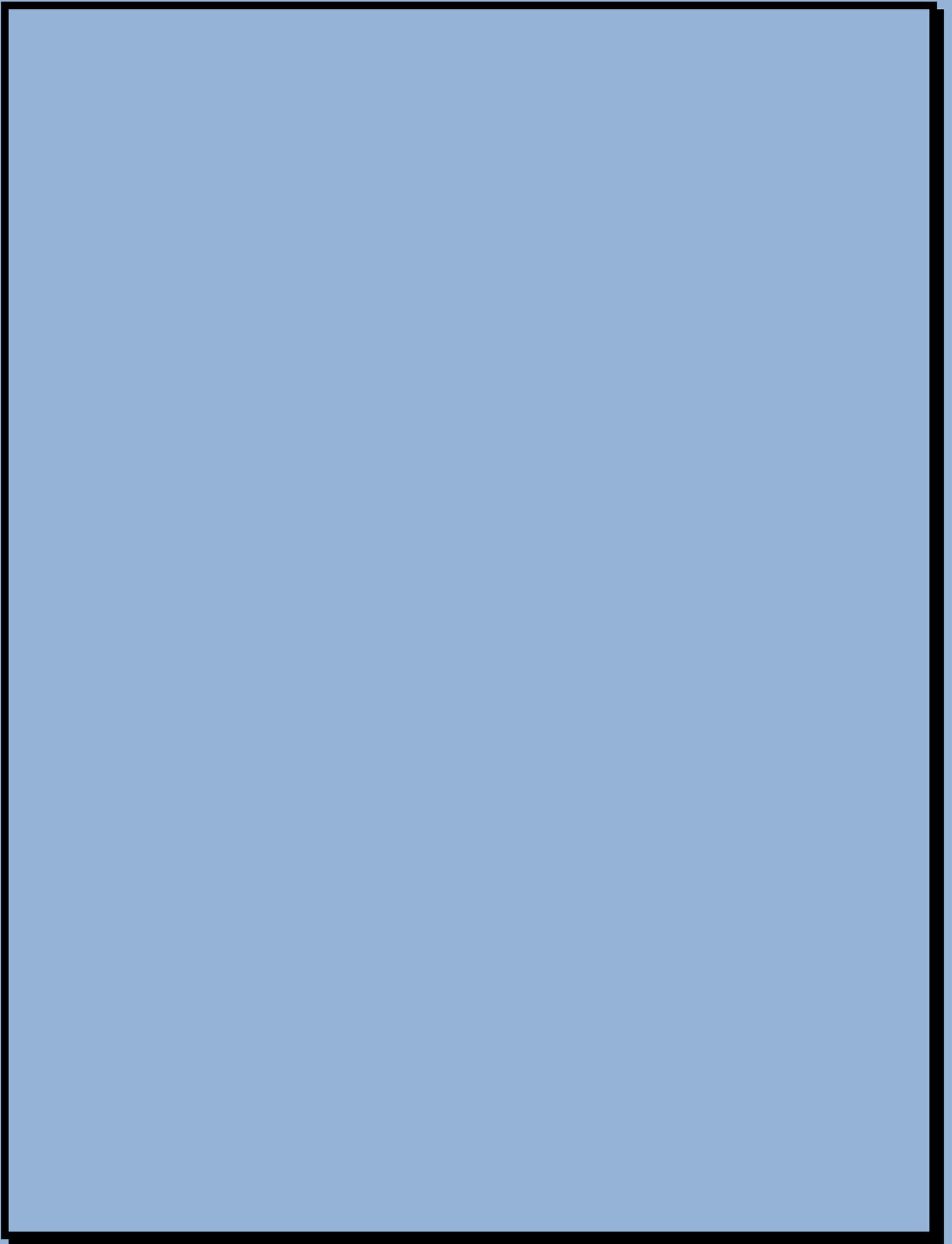
General Fund (Includes P. Bill)	15,670,357			
Water and Sewer Fund	12,957,477			
Electric Fund*	11,285,246			
ARPA (20)	3,320,080			
SCIF (21)	1,022,369			
JB George Endowment (40)	131,668			
Water Plant Expansion (43)	1,288,622			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	6,090			
Capital Project Fund: General (46)	1,171,061			
Capital Project Fund: Electric (47)	264,753			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(78,620)	1st CITIZENS	35,509,879	1.0% (Earn
Firemen Relief Fund (50)	17,291	NCCMT	5,046,990	4.000%
Fire District Fund (51)	358,907	KS BANK	2,323,000	0.25%
General Capital Reserve Fund (72)	6,124	TRUIST	5,000,000	1.00%
Total	\$ 47,879,869		\$ 47,879,869	

*Plug

Account Balances Confirmed By Finance Director on

2/21/2023

Department Reports





FINANCE DEPARTMENTAL REPORT FOR JANUARY, 2023

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

Daily Collections/Property Taxes/Other.....	\$4,170,617
Franchise Tax.....	0
Sales & Use Tax.....	302,118
Powel Bill.....	0
Total Revenue	\$4,472,735
Expenditures: General, Water, and Electric.....	\$2,872,667

FINANCE:

- Compiled and submitted monthly retirement report for January on 1/31//2023.
- Issued 77 purchase orders
- Processed 743 vendor invoices for payment and issued 396 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on 1/06 and 01/20/2023
- Issued total of 0 renewal privilege licenses for beer and wine sales which leaves 6 outstanding
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$9,496
- Processed 14 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$28,905.90 (EMS: \$5,698.62; SRAC: \$5,672.14; Utility: \$17,535.14; and Other: \$0)
- Penn Credit - Bad Debt Collections received in August \$0; Total collections calendar year-to-date \$20,841.27
- Invoiced 3 grave opening (10-40-3400-3403-0003) for a total of \$2175
- Invoiced Johnston Community College for Police Security
- Earned \$30,786.01 in interest from FCB and paid 2,867.39 in fees on the central depository account.
- Paid \$10,107 in credit/debit/Tyler card fees, but received \$6,676 (31-72-3550-3520-0002) in convenience fees (Reporting month charged/earned, not month paid)

FINANCE DIRECTOR

- Attended Town Council Meeting on January 3, 2023
- Attended Department Head Meetings on January 3 and 24, 2023
- Paid Utility Sales Tax for December 2022 on January 13, 2023
- Paid SRAC 4th quarter 2022 concessions sales tax to State on January 13, 2023
- Prepared and submitted the Annual Municipal Certification (Valuation and Property Tax Levies) Report on 1/12/2023
- Renewed System for Award Management (SAM) Registration on 1/24/2023
- Submitted the Annual Financial Information Report (AFIR) on 1/24/2023
- Opened 13-month Certificate of Deposit for Firemen Relief Fund for 75k at 3.25% with KS Bank on 1/10/2023
- Completed Capital Projects spreadsheets on 01/16/2023
- Responded to Local Government Commission on prior year adjustment mentioned in 2022 audit
- Completed and submitted the 2022 Memorandum of Participation (MOP) for Interim GASB 75 (Other Post-Employment Benefits)



Planning Department Development Report

Friday, February 24, 2023

Project Name: Ram Rent-All

Request: 5 foot reduction to the side yard building setback

Location 804 North Brightleaf Boulevard

Tax ID#: 15006010 **PIN#:** 260413-02-1766

Project Status Scheduled for Public Hearing

Notes:

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

Project Name: Perfect Ride

Request: Variance from Street Yard, Paking lot trees, Parking lot striping

Location 721 North Brightleaf Boulevard

Tax ID#: 15006006 **PIN#:** 169416-92-9618

Project Status

Notes: Denied by TOSBOA

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

Project Name: Deacon Jones Automotive

Request: Exemption from parking lot striping

Location 1109 North Brightleaf Boulevard

Tax ID#: 15004022 **PIN#:** 260413-24-1290

Project Status

Notes: Denied by TOSBOA

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

Project Name: Deacon Jones Automotive

Request: Exceed the maximum of four wall signs for a total of six

Location 1109 North Brightleaf Boulevard

Tax ID#: 15004022 **PIN#:** 260413-24-1290

Project Status Approved

Notes: Approved by TOSBOA

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

Project Name: **Smithfield Storage**
 Request: Site Expansion
 Location 1343 West Market Street
 Tax ID#: 15077023 PIN#: 168412-87-5386
 Project Status In First Review

Notes: Application incomplete / Not formally received by Planning Department

Site Plan 2022-15
Submittal Date: 12/19/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Smithfield Kia Dealership**
 Request: Modifications to previous Ford dealership site
 Location 1698 Booker Dairy Road
 Tax ID#: 14L10199H PIN#: 260414-34-2689
 Project Status First Review Complete

Notes: Staff review and approval

Site Plan 2022-13
Submittal Date: 12/12/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **SSS Gym Exspansion**
 Request: Gym Expansion
 Location 700 M.D.S Parkway
 Tax ID#: 14075033 PIN#: 260405-08-9280
 Project Status Second Review Complete

Notes: Staff review and approval

Site Plan 2022-14
Submittal Date: 12/12/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Accessory Dwelling Ordinance**
 Request: Ordinance to allow accessory dwellings in the R-20A district
 Location
 Tax ID#: PIN#:
 Project Status In First Review

Notes: PB reccomended approval

Text Amendment 2022-05
Submittal Date: 12/1/2022
Planning Board Review: 1/5/2023
Board of Adjustment Review:
Town Council Hearing Date: 2/7/2023
Approval Date:

Project Name: **OPW Containment Systems**
Request: Expands parking into adjacent lot
Location 132 Citation Lane
Tax ID#: 15079005E PIN#: 168510-37-9463
Project Status **Approved**

Notes: Adds 289 parking spaces / staff review and approval

Site Plan 2022-12
Submittal Date: 11/21/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Stormwater Ordinance**
Request: Revises ordinance to reflect State mandated changes.
Location
Tax ID#: PIN:
Project Status

Notes: Planning Board second review on 2/2/2023

Text Amendment 2022-04
Submittal Date: 11/4/2022
Planning Board Review: 2/2/2023
Board of Adjustment Review:
Town Council Hearing Date: 3/7/2023
Approval Date:

Project Name: **Wake Med Urgent Care**
Request: 4000 square foot medical office
Location 928 North Brightleaf Boulevard
Tax ID#: 15007006 PIN#: 260413-13-5325
Project Status **Approved**

Notes: BOA issued a 2.5 foot variance to western most side yard setback

Site Plan 2022-10
Submittal Date: 10/13/2022
Planning Board Review:
Board of Adjustment Review: 7/28/2022
Town Council Hearing Date:
Approval Date:

Project Name: **Deacon Jones Chrysler Addition**
Request: 6,800 sq ft addition
Location 1109 North Brightleaf Boulevard
Tax ID#: 15004022 PIN#: 260413-24-1290
Project Status **Approved**

Notes: Under Construction

Site Plan 2022-07
Submittal Date: 8/24/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Brightleaf Plaza / Enterprise**
 Request: 8,900 sq ft building on a 1.98 ac tract
 Location 819 North Brightleaf Boulevard
 Tax ID#: 15005041 PIN#: 260413-03-5247
 Project Status **Approved**

Notes: [Redacted]

Site Plan 2022-09	
Submittal Date:	8/18/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **NC Heart and Vascular Addition**
 Request: 4,000 sq ft addition
 Location 910 Berkshire Road
 Tax ID#: 15004199H PIN#: 260413-04-9166
 Project Status **Approved**

Notes: Under Construction

Site Plan 2022-06	
Submittal Date:	7/6/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Brogden Industrial**
 Request: 265,000 sq ft warehouse
 Location 934 Brogden Road
 Tax ID#: 15K11012C PIN#: 169310-35-5200
 Project Status **First Review Complete**

Notes: Staff Review and approval

Site Plan 2022-05	
Submittal Date:	5/18/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Whitley Townes**
 Request: 70 lot Townhouse Subdivision
 Location West Market Street
 Tax ID#: 15084001 PIN#: 169409-06-6525
 Project Status **Approved**

Notes: Construction drawings approved

Subdivision 2022-03	
Submittal Date:	4/1/2022
Planning Board Review:	5/5/2022
Board of Adjustment Review:	
Town Council Hearing Date:	6/7/2022
Approval Date:	

Project Name: **Airport Industrial Park lot 7**
 Request: Contractor Office with outdoor storage yard
 Location 9541 Industrial Drive
 Tax ID#: 15J08017K PIN#: 168509-05-1257
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2022-03	
Submittal Date:	3/25/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Take 5 Oil Change**
 Request: Retail oil change service center
 Location 1307 North Brightleaf Boulevard
 Tax ID#: 14074019 PIN#: 260411-55-6272
 Project Status **Second Review Complete**
 Notes: Staff review of retail oil change service center

Site Plan 2022-02	
Submittal Date:	3/11/2022
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Floyd's Landing**
 Request: 598 residential units on 698 acres
 Location 2001 US Hwy 70 We
 Tax ID#: 15078012 PIN#: 168500-73-3381
 Project Status **Approved**
 Notes: Construction drawing in second staff review

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

Project Name: **Franklin Towns**
 Request: Preliminary Sub'd for 134 townhouses on 15.9 acers
 Location Wilson's Mills Road
 Tax ID#: 15083049E PIN#: 169406-29-7604
 Project Status **Approved**
 Notes: Under Construction-Phs 1a platted

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

Project Name: **Advancetech**
 Request: 98,280 sq ft manufacturing facility / warehouse
 Location 3900 West US 70 Business Highway
 Tax ID#: 17J08001D PIN#: 168618-20-5729
 Project Status **Approved**
 Notes: Under Construction

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

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

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

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

Site Plan 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 **Approved**
 Notes: under Construction

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

Project Name: **Britt Street Triplexes**
 Request: 6 lot division
 Location Britt Street
 Tax ID#: 15L11006 PIN#: 169409-06-1658
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2021-04	
Submittal Date:	9/3/2021
Planning Board Review:	10/7/2021
Board of Adjustment Review:	
Town Council Hearing Date:	11/2/2021
Approval Date:	

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

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

Project Name: **Marin Woods Subdivision**
 Request: 143 units on 31.56 Ac.
 Location NC210 Highway
 Tax ID#: 15077008 PIN#: 168400-74-4498
 Project Status **Second Review Complete**
 Notes: Under Construction

Subdivision 2021	
Submittal Date:	7/2/2021
Planning Board Review:	8/5/2021
Board of Adjustment Review:	
Town Council Hearing Date:	9/7/2021
Approval Date:	

Project Name: **Ample Storage Expansion**
 Request: 32K additional building area on 1.84 acres
 Location 787 West Market Street
 Tax ID#: 15078199K PIN#: 169413-04-3402
 Project Status **Approved**
 Notes: Phase 2 Under Construction

Site Plan 2021-16	
Submittal Date:	6/23/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Airport Industrial Park lot 13**
 Request: Contractors Office with outdoor storage
 Location 55 Airport Industri Drive
 Tax ID#: 15J08017P PIN#: 168500-04-5363
 Project Status **Approved**
 Notes: Under Construction

Site Plan 2021-05	
Submittal Date:	4/6/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	5/5/2021

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

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: Project complete

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

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

Project Name: **East River Phase 3-5**
 Request: Residential Subdivision
 Location Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-3415
 Project Status **Approved**
 Notes: Under Construction

Subdivision 2018-01	
Submittal Date:	1/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/20/2020

Project Name: **East River Phase 6-7**
 Request: Townhouse Development
 Location Buffalo Road
 Tax ID#: 14075013 PIN#: 169520-80-3415
 Project Status **Approved**
 Notes: All phase 7 housing units permitted / Under Construction

Subdivision 2018-01	
Submittal Date:	1/29/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	4/20/2020

Project Name: **Twin Creeks Phs 1**
 Request: 28 Lot Subdivision
 Location Gailee Road
 Tax ID#: 15109011B PIN#: 167300-56-5565
 Project Status
 Notes: Phase 1 Under Construction / near completion

Subdivision 2019-01	
Submittal Date:	4/5/2019
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Kamdon Ranch**
 Request: 110 Lot Division
 Location Swift Creek Road
 Tax ID#: 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

Project Name: **Willowrun Real Estate**

Request: Animal Hospital

Location

Tax ID#: PIN#:

Project Status

Notes:

Site Plan 2002-10
Submittal Date:
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **Smithdfield Landing**

Request: 5 lot residential subdivision

Location Front Street

Tax ID#: 15019017C PIN#: 169418-32-9491

Project Status **Approved**

Notes: SFD permits issued 7/18/2022

Special Use 2006-04
Submittal Date:
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date: 7/3/2008

Project Name:

Request: Increases max building Height to 80' in the HI zoning district

Location

Tax ID#: PIN#:

Project Status

Notes:

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

Project Name:

Request: allows 2 accessory structures perresidential zoned lot

Location

Tax ID#: PIN#:

Project Status

Notes:

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



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

Permit Issued for January 2023

		Permit Fees	Permits Issued
Zoning	Land Use	\$800.00	8
Site Plan	Major Site Plan	\$100.00	1
Subdivisions	Major Subdivision	\$250.00	1
Site Plan	Minor Site Plan	\$1,475.00	56
Zoning	Sign	\$150.00	3
Report Period Total:		2775	69
Fiscal YTD Total:		\$14,565.00	\$255.00

SP23-000003	Site Plan	Minor Site Plan	24' x 24' accessory building	2424 NC 210 Hwy
Z19-000042	Zoning	Land Use	Old Time Grill	388-B Venture Dr
Z23-000003	Zoning	Sign	Advancetec	3926 US 70 Bus Hwy
Z23-000009	Zoning	Land Use	Vive La Vida Taco Truck	234 W Market St
Z23-000001	Zoning	Land Use	The Bar Association	447 Venture Dr
Z23-000002	Zoning	Land Use	Magic Tunnel Car Wash	205 S Brightleaf Blvd
SP23-000001	Site Plan	Minor Site Plan	East River Central Park	270 Sandpiper St
SP23-000002	Site Plan	Major Site Plan	UNC Rex Digestive Center	901 Berkshire rd
SP23-000004	Site Plan	Minor Site Plan	OPW Parking Lot Exspansion	Citation Lane
Z23-000004	Zoning	Land Use	Tourlife Collections	1327 N Brightleaf Blvd
SP23-000005	Site Plan	Minor Site Plan	Single Family Dwelling	714 East St
Z23-000005	Zoning	Land Use	La Cocina Mexican Restaurant	1273 N Brightleaf Blvd
SP23-000008	Site Plan	Minor Site Plan	Single Family Dwelling Addition	306 N Sixth St
Z23-000007	Zoning	Sign	The Bar Association	447 Venture Dr
Z23-000008	Zoning	Land Use	Brightleaf Tires and Auto	1335 N Brightleaf Blvd
Z23-000010	Zoning	Sign	Express Employment Pros	312 N Brightleaf Blvd
SP23-000009	Site Plan	Minor Site Plan	Single Family Dwelling	350 Sturgeon St
SP23-000010	Site Plan	Minor Site Plan	Single Family Dwelling	360 Sturgeon St
SP23-000011	Site Plan	Minor Site Plan	Single Family Dwelling	368 Sturgeon St
SP23-000012	Site Plan	Minor Site Plan	Single Family Dwelling	372 Sturgeon St

SP23-000013	Site Plan	Minor Site Plan	Single Family Dwelling	377 Sturgeon St
SP23-000014	Site Plan	Minor Site Plan	Single Family Dwelling	369 Sturgeon St
SP23-000015	Site Plan	Minor Site Plan	Single Family Dwelling	369 Sturgeon St
SP23-000016	Site Plan	Minor Site Plan	Singly Family Dwelling	361 Sturgeon St
SP23-000017	Site Plan	Minor Site Plan	Single Family Dwelling	355 Sturgeon St
SP23-000018	Site Plan	Minor Site Plan	Single Family Dwelling	347 Sturgeon St
Z23-000011	Zoning	Land Use	Joyco Millwork, Inc.	711 East Rose St
SP23-000020	Site Plan	Minor Site Plan	Single Family Dwelling	907 Second Ave
SP23-000021	Site Plan	Minor Site Plan	Single Family Dwelling Attached	219 Spirea Dr
SP23-000022	Site Plan	Minor Site Plan	Single Family Dwelling Attached	225 Spirea Dr
SP23-000023	Site Plan	Minor Site Plan	Single Family Dwelling Attached	227 Spirea Dr
SP23-000024	Site Plan	Minor Site Plan	Single Family Dwelling Attached	231 Spirea Dr
SP23-000025	Site Plan	Minor Site Plan	Single Family Dwelling Attached	233 Spirea Dr
SP23-000026	Site Plan	Minor Site Plan	Single Family Dwelling Attached	239 Spirea Dr
SP23-000027	Site Plan	Minor Site Plan	Single Family Dwelling Attached	253 Spirea Dr
SP23-000028	Site Plan	Minor Site Plan	Single Family Dwelling attached	257 Spirea Dr
SP23-000029	Site Plan	Minor Site Plan	Single Family Dwelling Attached	261 Spirea Dr
SP23-000030	Site Plan	Minor Site Plan	Single Family Dwelling Attached	263 Spirea Dr
SP23-000031	Site Plan	Minor Site Plan	Single Family Dwelling Attached	267 Spirea Dr
SP23-000032	Site Plan	Minor Site Plan	Single Family Dwelling Attached	271 Spirea Dr
SP23-000033	Site Plan	Minor Site Plan	Single Family Dwelling Attached	285 Spirea Dr
SP23-000034	Site Plan	Minor Site Plan	Single Family Dwelling Attached	289 Spirea Dr
SP23-000035	Site Plan	Minor Site Plan	Single Family Dwelling Attached	292 Spirea Dr
SP23-000037	Site Plan	Minor Site Plan	Single Family Dwelling Attached	299 Spirea Dr
SP23-000038	Site Plan	Minor Site Plan	Single Family Dwelling Attached	309 Spirea Dr
SP23-000039	Site Plan	Minor Site Plan	single Family Dwelling Attached	313 Spirea Dr
SP23-000040	Site Plan	Minor Site Plan	Single Family Dwelling Attached	315 Spirea Dr
SP23-000041	Site Plan	Minor Site Plan	Single Family Dwelling Attached	319 Spirea Dr
SP23-000042	Site Plan	Minor Site Plan	Single Family Dwelling Attached	323 Spirea Dr
SP23-000043	Site Plan	Minor Site Plan	Single Family Dwelling Attached	327 Spirea Dr
SP23-000044	Site Plan	Minor Site Plan	Single Family Dwelling Attached	331 Spirea Dr
SP23-000045	Site Plan	Minor Site Plan	Single Family Dwelling Attached	333 Spirea Dr
SP23-000046	Site Plan	Minor Site Plan	Single Family Dwelling Attached	337 Spirea Dr
SP23-000047	Site Plan	Minor Site Plan	Single Family Dwelling Attached	341 Spirea Dr

SP23-000048	Site Plan	Minor Site Plan	Single Family Dwelling Attached	347 Spirea Dr
SP23-000049	Site Plan	Minor Site Plan	Single Family Dwelling Attached	155 Spirea Dr
SP23-000051	Site Plan	Minor Site Plan	Single Family Dwelling Attached	163 Spirea Dr
SP23-000052	Site Plan	Minor Site Plan	Single Family Dwelling Attached	167 Spirea Dr
SP23-000053	Site Plan	Minor Site Plan	Single Family Dwelling Attached	171 Spirea Dr
SP23-000054	Site Plan	Minor Site Plan	Single Family Dwelling Attached	173 Spirea Dr
SP23-000055	Site Plan	Minor Site Plan	Single Family Dwelling Attached	177 Spirea Dr



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING January 31, 2023**

I. STATISTICAL SECTION

Month Ending Jan. 31, 2023	Jan-2023	Jan-2022	Jan-2023	Jan-2022	YTD Difference
Calls for Service	1,658	2002	1658	2002	-344
Incident Reports Completed	116	109	116	109	+7
Cases Closed	79	75	79	75	+4
Accident Reports	57	70	57	70	-13
Arrest Reports	53	68	53	68	-15
Burglaries Reported	6	3	6	3	+3
Drug Charges	15	21	15	21	-6
DWI Charges	5	3	5	3	+2
Citations Issued	130	283	130	283	-153
Speeding	36	128	36	128	-92
No Operator License	47	52	47	52	-5
Registration Violations	10	34	10	34	-24

II. PERSONNEL UPDATE

The police department currently has 8 vacant positions, with (1) position being held for a student in BLET, which will make the agency 8 short at this time. The Department is doing background investigations on two applicants at this time. One of them has several years of experience. One has recently graduated BLET.

III. MISCELLANEOUS

The department continues to prepare for the new building expansion and improvements. The department continues to seek out new applicants to fill vacant positions. The department finally received new patrol vehicles that were on back order. We are in the process of upfitting them with equipment and decals.

REPORTED UCR OFFENSES FOR THE MONTH OF JANUARY 2023

PART I CRIMES	January 2022	January 2023	+/-	Percent Changed	Year-To-Date 2022	Year-To-Date 2023	+/-	Percent Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	1	0	-1	-100%	1	0	-1	-100%
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	4	4	0	0%	4	4	0	0%
* VIOLENT *	5	4	-1	-20%	5	4	-1	-20%
BURGLARY	3	6	3	100%	3	6	3	100%
Residential	2	2	0	0%	2	2	0	0%
Non-Resident.	1	4	3	300%	1	4	3	300%
LARCENY	31	24	-7	-23%	31	24	-7	-23%
AUTO THEFT	5	1	-4	-80%	5	1	-4	-80%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	39	31	-8	-21%	39	31	-8	-21%
PART I TOTAL:	44	35	-9	-20%	44	35	-9	-20%
PART II CRIMES								
Drug	24	15	-9	-38%	24	15	-9	-38%
Assault Simple	5	16	11	220%	5	16	11	220%
Forgery/Counterfeit	2	3	1	50%	2	3	1	50%
Fraud	11	10	-1	-9%	11	10	-1	-9%
Embezzlement	0	0	0	N.C.	0	0	0	N.C.
Stolen Property	0	0	0	N.C.	0	0	0	N.C.
Vandalism	4	6	2	50%	4	6	2	50%
Weapons	1	1	0	0%	1	1	0	0%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	1	1	0	0%	1	1	0	0%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	2	3	1	50%	2	3	1	50%
Liquor Law Violation	0	0	0	N.C.	0	0	0	N.C.
Disorderly Conduct	1	0	-1	-100%	1	0	-1	-100%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	1	1	N.C.	0	1	1	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	15	29	14	93%	15	29	14	93%
PART II TOTAL:	66	85	19	29%	66	85	19	29%
GRAND TOTAL:	110	120	10	9%	110	120	10	9%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
January 2023**

I. Statistical Section

	Jan
Confirmed Structure Fires	8
EMS Responses	160
Misc./Other Calls	36
Mutual Aid Calls	10
TOTAL EMERGENCY RESPONSES	214

	Jan	YTD
Fire Inspections	62	62
Public Fire Education Programs	0	0
# Of Children Educated	0	0
# Of Adults Educated	0	0
Plans Review Construction/Renovation Projects	13	13
Fire Department Permits reviewed / Issued	36	36
Business Preplans	1	1
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	Jan	YTD
Inspections	\$450.00	\$450.00
Fire Recovery USA	\$0	\$0

III. Personnel Update:

IV. Narrative of monthly departmental activities:

- Squad was in-service 15 of 22 days
- Offices repainted and new carpet in place
- Community clean-up behind Lowes
- NFA Preparation for the Initial Company Officer course held at station 1
- Old building inspection forms being converted digitally
- Met with JCC staff about fire code violations.
- Completed Residential Apartment Inspections
- New tankless hot water system installed.
- Working with town about roadway by station 2.

V. Upcoming Plans

- Update website
- Working on 2023/2024 Budget
- Working with TJ Deluca with the NC League of Municipalities for a Fire Dept Risk Analysis
- Plans for hose testing
- Extrication tool demos
- Engine specifications
- NFA Classes at Smithfield Fire Dept.
- Smoke Alarm installations, have about 25 more to install.
- Lumber and Warehouse inspections to start
- Manufacturing Facility Inspections to start
- Continue with JCC compliance Consolation with County planning and State.
- Rescue Committee going to Florida for pre-build
- Plumbing issues at station 1 being addressed. Contractors being consulted.

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
January 31, 2023



I. Statistical Section

- 10 Burials
- 3 Works Orders – Buildings & Facilities Division
- 11 Work Orders – Grounds Division
- 3 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	<u>\$3,000.00</u>
Riverside Ext Cemetery Lot Sales:	<u>\$1,250.00</u>
Grave Opening Fees:	<u>\$6,225.00</u>
Total Revenue:	<u>\$10,475.00</u>

III. Major Expenses for the Month:

none

IV. Personnel Update:

No one for the month was hired.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, rights-of-way, buildings, and facilities. The Appearance Division safety meeting was on. "Stroke wellness talk" with Jamie Pearce from Wellness Works.

**Town of Smithfield
Public Works Department
January 31, 2023**



137 Total Work Orders completed by the Public Works Department

10 Burials, at \$700.00 each = \$7,250

1 Cremation Burial, \$400 each = \$400

\$3,000. Sunset Cemetery Lot Sales

\$1,250. Riverside Extension Cemetery Lot Sales

452.98 tons of household waste collected

166.00 tons of yard waste collected

3.25 tons of recycling collected

0 gallons of used motor oil were recycled

0 scrap tires were recycled

**Town of Smithfield
Monthly Report
Jan. 31 2023**

Appearance Commission January 2023 Monthly Report:

See Appearance Commission meeting from Shannon for minutes.

Next meeting Tuesday February 21,2023.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Jan. 31, 2023**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 0 Work Orders – 0 Tons of Asphalt was placed in 0 utility cuts, 0 gator areas and 0 overlay.
- c. 0 Work Order – 0 Linear Feet Drainage Pipe installed.
- d. 2 Work Orders – 20 Linear Feet of ditches were cleaned
- e. 15 Work Orders – 1,175lbs. of Cold Patch was used for 28 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None

IV. Personnel Update:

No one for the month of January

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "Stroke Wellness" with Jamie Pearce.



Work Orders List for 01/01/2023 - 01/31/2023

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#409 Stop sign down Streets Division Pam Collins	Drainage Division Street Division	✓ Done Completed by Pam Collins on 01/04/2023	Total Time Costs Total Time 9m 9s Total Costs \$3.15	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1 Material used : 1 bag permapatch and one rake Truck(s) #: 412 Names of worker(s): Ethan & Jb
#457 Pot hole Medium Streets Division Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 01/05/2023	Total Time Costs Total Time 1m 49s Total Costs \$0.63	Square Feet of repair : 2x2 Bags of Perma Patch used.: 1/2 bag Material used : 1/2 bag and 1 rake Truck(s) #: 412 Names of worker(s): Ethan& Jb
#460 Pot hole Medium Streets Division Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 01/05/2023	Total Time Costs Total Time 20m 25s Total Costs \$7.03	Square Feet of repair : (5)1x1 Bags of Perma Patch used.: 2 Material used : 2 bags 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb

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

#463
Down stopsign
High
Signage
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/05/2023

Total Time Costs \$2.90
 Type of sign: **Stop sign**
 Total Time 8m 26s
 Materials / Hardware: **1 hole digger**
Total Costs \$2.90
 Truck #: **412**

Name of workers: **Ethan&Jb**

#469
Wash out in ditch
Streets Division
 Ethan Bryant

Drainage Division
 Backhoe #410
 Parent: Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/06/2023

Total Time Costs \$81.97
 Type of sign: **Stop sign**
 Total Time 3h 58m 3s
Total Costs \$81.97

#479
Pot hole
High
Streets Division
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/09/2023

Total Time Costs \$3.66
 Type of sign: **Stop sign**
 Total Time 10m 38s
 Materials / Hardware: **Square Feet of repair : 3x3**
Total Costs \$3.66
 Bags of Perma Patch used.: **3**
 Material used : **3 bags 1 rake**

Truck(s) #: **412**
 Names of worker(s): **Ethan & Jb**

#492
Town clean up behind lowes
High

Drainage Division
 ✓ Done
 Completed by michael Sliger
 on 01/11/2023

01/11/2023
 Type of sign: **Stop sign**
 Workers: **Jb, Ethan, Ricky, Josh, Curtis, Lynnwood, mike**
 Truck(s)# : **300, 309, 320, tractor**
Total Costs \$3.66
 Equipment.: **Tractor**

Sanitation Division
Streets Division
Streets Division
 michael Sliger

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#481
Fill pothole
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/12/2023

Total Time Costs \$1,364.47
 Total Time 66h 2m 39s
Total Costs \$1,364.47

Square Feet of repair : (8) 2x2
 Bags of Perma Patch used.: 4
 Material used : 4 bags and 2 rakes
 Truck(s) #: 412
 Names of worker(s): Ethan,jb,joe,yzaeck,Anthony

#495
Pot hole
High
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/12/2023

Total Time Costs \$6.40
 Total Time 18m 36s
Total Costs \$6.40

Square Feet of repair : 4x4
 Bags of Perma Patch used.: 5
 Material used : 5 bags 2 rakes 1 blower
 Truck(s) #: 412&905
 Names of worker(s): Ethan,jb,joe,y,Anthony

#496
Pot hole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/12/2023

Total Time Costs \$0.66
 Total Time 1m 55s
Total Costs \$0.66

Square Feet of repair : (2)2x2
 Bags of Perma Patch used.: 1
 Material used : 1 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

#497
Pot hole
Medium
Streets Division
 Ethan Bryant

Drainage Division
 Street Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/12/2023

Total Time Costs \$1.62
 Total Time 4m 43s
Total Costs \$1.62

Square Feet of repair : (2)2x2
 Bags of Perma Patch used.: 2
 Material used : 2 bags 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#503
Pot hole
 Medium
 Streets Division
 Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/13/2023
 Total Time Costs \$1.86
 Total Time 5m 24s
Total Costs \$1.86
 Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1
 Material used : 1 bag one rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

#507
Pot hole
 Medium
 Streets Division
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/13/2023
 Total Time Costs \$0.45
 Total Time 1m 19s
Total Costs \$0.45
 Square Feet of repair : 1x1
 Bags of Perma Patch used.: 1/2
 Material used : 1/2 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

#506
Potholes need to be filled
 Streets Division
 Ethan Bryant

Drainage Division
 Drainage Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/13/2023
 Total Time Costs \$3.67
 Total Time 10m 40s
Total Costs \$3.67
 Square Feet of repair : (2)2x2
 Bags of Perma Patch used.: 1
 Material used : 1 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

#508
Pothole
 Medium
 Streets Division
 Ethan Bryant

Drainage Division
 Street Division
 ✓ Done
 Completed by Ethan Bryant
 on 01/13/2023
 Total Time Costs \$0.89
 Total Time 2m 35s
Total Costs \$0.89
 Square Feet of repair : 2x2
 Bags of Perma Patch used.: 1
 Material used : 1 bag 1 rake
 Truck(s) #: 412
 Names of worker(s): Ethan&jb

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#505 Crooked sign Medium Streets Division Ethan Bryant	Drainage Division Street Division	01/13/2023 ✓ Done Completed by Ethan Bryant on 01/13/2023	Total Time Costs \$0.41 Total Time 1m 11s Total Costs \$0.41	
#498 Clean ditch Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 01/13/2023	Total Time Costs \$16.33 Total Time 47m 25s Total Costs \$16.33	
#490 Pothole Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 01/13/2023	Total Time Costs \$1.38 Total Time 4m 1s Total Costs \$1.38	
#471 Sink hole in yard Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 01/18/2023	Total Time Costs \$12.30 Total Time 35m 43s Total Costs \$12.30	
#521 Fix leaning sign Signage Ethan Bryant	Drainage Division Truck #412 Parent: Drainage Division	01/19/2023 ✓ Done Completed by Ethan Bryant on 01/19/2023	Total Time Costs \$1.81 Total Time 5m 16s Total Costs \$1.81	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#551 Clean debris off top of catch basin High Streets Division Ethan Bryant	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 01/24/2023	Total Time Costs \$30.45 Total Time 1h 28m 26s Total Costs \$30.45	
#563 Straightened stop sign High Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 01/26/2023	Total Time Costs \$1.73 Total Time 5m 1s Total Costs \$1.73	
#549 Glass in road Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 01/26/2023	Total Time Costs \$3.85 Total Time 11m 11s Total Costs \$3.85	
#564 Pothole High Streets Division Ethan Bryant		✓ Done Completed by Ethan Bryant on 01/26/2023	Total Time Costs \$2.45 Total Time 7m 7s Total Costs \$2.45	Square Feet of repair : 1x1 Bags of Perma Patch used.: 1.5 Material used : 1.5 bags and 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#539 Fill in pot holes Streets Division Ethan Bryant	Public Works Facility	01/20/2023 ✓ Done Completed by Ethan Bryant on 01/26/2023	Total Time Costs \$10.82 Total Time 31m 25s Total Costs \$10.82	

WORK ORDER INFO

LOCATION & ASSET

DUE & STATUS

TIME & COST

PROCEDURE ANSWERS

#570
Sink hole
High
Streets Division
 Ethan Bryant

Drainage Division
 Storm Water Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/26/2023

Total Time Costs \$14.24
 Total Time 41m 21s
Total Costs \$14.24

#575
Drain pipe clean out
High
Streets Division
 Ethan Bryant

Drainage Division
 Drainage Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/30/2023

Total Time Costs \$31.64
 Total Time 1h 31m 53s
Total Costs \$31.64

#580
Drainage problem
Streets Division
 Ethan Bryant

Drainage Division
 Drainage Division

✓ **Done**
 Completed by Ethan Bryant
 on 01/31/2023

Total Time Costs \$0.52
 Total Time 1m 30s
Total Costs \$0.52

 Signed off by

 Date

Street
Jan.

Street
Cuts

01/03/23	Park Ave. & Longview Dr.	7x9	01/12/23	01/13/23
01/09/23	808 S. 3rd St.	23x6	01/12/23	01/13/23
01/10/23	200 S. Front St. / Hastings House	7x10	01/12/23	01/13/23

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Jan. 31, 2023



I. Statistical Section

- 3 Preventive Maintenances
- 0 North Carolina Inspections
- 27 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Paid 1,803.01 to Walker Automotive for floor jack for the shop.

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 "Stroke Wellness" with Jamie Pearce.

Town of Smithfield
Public Works Sanitation Division
Monthly Report
January 31, 2023



I. Statistical Section

The Division collected from approximately 4138 homes, 4 times during the month

- a. Sanitation forces completed 40 work orders
- b. Sanitation forces collected tons 452.98 of household waste
- c. Sanitation forces disposed of loads 83 of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0.17 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.25 tons of recyclable plastic
- h. Recycled 0 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of Anti-freeze was collected at the Convenient Site Center
- j. Recycled 2940 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for
- c. Sold 4200 lbs. of shredder steel for \$ 367.50 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2988 for disposal of yard waste and debris. Cox Repair Service was paid \$600 on 1/5/2023 to tow Tk# 310 to the town Garage. Cox Repair Service was paid \$700 on 1/5/2023 to town Tk# 310 to Cummins in Kenly.

IV. Personnel Update:

Public Works Department hired new Sanitation Worker Alexis Barreto. The Department hired Montreal George from Mitchells Temporary to fill in the vacant place in the sanitation department.

V. Narrative of monthly departmental activities:

Public Works Safety Training was on "Stroke Wellness Talk" With Jamie Pearce.

Community Service Workers worked 47 Hrs.



MONTHLY REPORT FOR JANUARY, 2023

PROGRAMS STATISTICS	JANUARY, 2023		JANUARY, 2022	
NUMBER OF PROGRAMS	10		8	
TOTAL ATHLETICS PARTICIPANTS	254		201	
TOTAL NON/ATHLETIC PARTICIPANTS	21		15	
NUMBER OF GAMES PLAYED	55		32	
TOTAL NUMBER OF PLAYERS (GAMES)	990		640	
NUMBER OF PRACTICES	124		103	
TOTAL NUMBER OF PLAYER(S) PRACTICES	1116		1030	
SYCC VISITS	137		118	
	JANUARY, 2023	22/23 FY YTD	JANUARY, 2022	21/22 FY YTD
PARKS RENTALS	10	347	8	231
USERS (PARKS RENTALS)	209	9938	225	7166
TOTAL UNIQUE CONTACTS	2,473		2,028	
	JANUARY, 2023	22/23 FY YTD	JANUARY, 2022	21/22 FY YTD
PARKS AND RECREATION REVENUES	\$ 10,169.00	\$ 60,828.00	\$ 2,598.00	\$ 32,043.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 57,555.00	\$ 470,753.00	\$ 44,731.00	\$ 427,839.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 6,209.00	\$ 49,761.00	\$ 10,103.00	\$ 74,148.00
SYCC EXPENDITURES (OPERATIONS)	\$ 2,655.00	\$ 17,162.00	\$ 5,730.00	\$ 24,410.00
SYCC EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ -	\$ 21,500.00	\$ -	\$ 8,500.00

HIGHLIGHTS

Youth Basketball (28 teams with 254 players)
Adult League Basketball Registration



SRAC MONTHLY REPORT FOR JANUARY, 2023

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	14	13
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2698	2619

	JANUARY, 2023	22/23 FY YTD	JANUARY, 2022	21/22 FY YTD
SRAC MEMBER VISITS	4042	22526	2482	20136
DAY PASSES	1170	9329	364	6805
RENTALS (SRAC)	77	448	48	264
USERS (SRAC RENTALS)	3582	19727	5338	14511
TOTAL UNIQUE CONTACTS	11,492	78,047	10,803	

FINANCIAL STATISTICS

	JANUARY, 2023	22/23 FY YTD	JANUARY, 2022	21/22 FY YTD
SRAC REVENUES	\$ 69,360.00	\$ 415,161.00	\$ 43,714.00	\$ 329,242.00
SRAC EXPENDITURES (OPERATIONS)	\$ 62,807.00	\$ 588,951.00	\$ 50,947.00	\$ 531,555.00
CAPITAL OUTLAY	\$ -	\$ 1,355.00	\$ -	\$ 4,630.00
SRAC MEMBERS	3156		1887	

HIGHLIGHTS

Hosted 13 High School Swim Meets
 Alligator Steps Swim Lessons (1875+ lessons)



- **Statistical Section**

- Electric CP Demand 22,350 Kw relative to December's demand of 27,972 Kw.
- Electric System Reliability was 99.9931%, with two (2) recorded main line outage; relative to December's 99.9981%.
- Raw water treated on a daily average was 4.491 MG relative to 4.289 MG for December; with maximum demand of 5.259 MG relative to December's 5.483 MG.
- Total finished water to the system was 124.457 MG relative to December's 117.126 MG. Average daily for the month was 4.015 MG relative to December's 3.778 MG. Daily maximum was 4.623 MG (January 2nd) relative to December's 4.938 MG. Daily minimum was 2.429 MG (January 17th), relative to November's 1.845 MG.

- **Miscellaneous Revenues**

- Water sales were \$249,764 relative to December's \$227,660
- Sewer sales were \$442,201 relative to December's \$397,496
- Electrical sales were \$1,320,450 relative to December's sales of \$1,273,612
- Johnston County Water purchases were \$152,155 for 62.104 MG relative to December's \$187,369 for 76.477 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$966,680 relative to December's \$1,098,451.
- Johnston County sewer charge was \$166,484 for 42.172 MG relative to December's \$149,731 for 38.183 MG.

- **Personnel Changes**

- Seth Vanderhoof resigned as Electric Line Technician on January 1
- Justin Lamberth began work as Electric Line Technician on January 9.



**Town of Smithfield
Electric Department
Monthly Report
January, 2023**

I. Statistical Section

- Street Lights repaired –16
- Area Lights repaired 11
- Service calls – 41
- Underground Electric Locates -293
- Poles changed out/removed or installed -4
- Underground Services Installed -10

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Training to be Recertified in CPR & First Aid.
- The Electrical Dept. is short of workforce by 3 mid-grade linemen. We have trained these guys and they have left to go to other jobs for more money. As of now we don't have enough seasoned guys to maintain a constant and consistent work load.

V. Miscellaneous Activities:

- The Electrical Dept. has only house services & street lights to install at East River Phase 3,4,5,6 & 7.
- The Electrical Dept. removed all Christmas Decorations from West Smithfield, Market St., Peedin Rd. and at the library.