



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, October 3, 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 OCTOBER 3, 2023  
7:00 PM**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Approval of Agenda**

**Page**

**Presentations:**

- 1. Administering the Oath of Office to New Fire Chief Jeremey Daughtry**  
(Mayor – M. Andy Moore) See attached information.....1
- 2. Proclamation – Recognizing October as Fire Prevention Month in the Town of Smithfield**  
(Mayor – M. Andy Moore) See attached information.....3
- 3. Proclamation – Recognizing October 1 -7, 2023 as Public Power Week in the Town of Smithfield**  
(Mayor – M. Andy Moore) See attached information.....5
- 4. Discussion regarding the maintenance & possession of chickens within Town limits**  
(Planning Director – Stephen Wensman)

**Public Hearings:**

- 1. RZ-23-02 Johnson’s Tire & Auto:** The applicant is requesting to rezone a .53-acre portion of a 1.53-acre tract of land from the R-20A Residential-Agriculture zoning district to the B-3 Highway Entrance Business zoning district. The property considered for rezoning is located on the south side of NC Highway 210, approximately 100 feet west of its intersection with Skyland Drive. The property is further identified as a portion of Johnston County Tax ID# 15076014.  
(Planning Director – Stephen Wensman) See attached information.....7
- 2. ZA-23-10 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.44, Outdoor Vehicle Storage, Sales and Display to allow for automobile sales display areas to be identified with a perimeter area stripe in-leu of individual stripped parking stalls.  
(Planning Director – Stephen Wensman) See attached information.....23

- 3. **ZA-23-11 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.30.1, Special Events that will remove the requirement for a temporary use permit for events held in town parks except when there is a planned street closure, or amplified sound after 9PM and 10 PM when associated with the Town Commons Amphitheater.  
(Planning Director – Stephen Wensman) See attached information.....31

**Citizens Comments**

**Consent Agenda Items:**

- 1. **Approval of Minutes:**
  - a. August 29, 2023 – Special Session
  - b. August 29, 2023 – Closed Session (Under Separate Cover)
  - c. September 5, 2023 – Regular Meeting
  - d. September 5, 2023 – Closed Session (Under Separate Cover)
  - e. September 13, 2023 – Special Session
  - f. September 13, 2023 – Closed Session (Under Separate Cover)(Town Clerk – Shannan Parrish) See attached information.....37
  
- 2. **Special Event: End of Season Bash** – Bulldog Harley Davidson is requesting to hold an event at 1043 Outlet Center Drive on October 14, 2023 from 10:00 am until 4:00 pm. This request includes the use of amplified sound, food trucks and alcohol sales.  
(Planning Director – Stephen Wensman) See attached information.....53
  
- 3. **Special Event: Day of Awesomeness** – The Innovation Academy is requesting to hold an event at the Sarah Yard Center on October 20, 2023 from 8:00 am until 2:00 pm for its students. This request includes the use of amplified sound and one food truck.  
(Planning Director – Stephen Wensman) See attached information.....65
  
- 4. **Special Event: Trunk or Treat** – First Baptist Church is requesting to hold an event in the 400 block of East Johnston Street on October 29, 2023 from 3:00 pm until 6:30 pm. This request includes the closure of the 400 block of East Johnston Street.  
(Town Manager – Michael Scott) See attached information.....69
  
- 5. **Special Event: Holiday Kickoff Christmas Bazaar** – Terri Bilott of the Twisted Willow is requesting to hold an event in the 100 block of South Third Street on November 11, 2023 from 10:00 am until 4:00 pm. This request includes the use of amplified sound, food trucks and the closure of the 100 block of South Third Street.  
(Planning Director – Stephen Wensman) See attached information.....75
  
- 6. **Consideration and request for approval to adopt various budget amendments**  
(Finance Director – Greg Siler) See attached information.....79

**7. Consideration and request for approval to bring forward encumbrances from FY 2022-2023 to FY 2023-2024 in the General, Water/Sewer, Electric and JB George Funds**  
(Finance Director – Greg Siler) See attached information.....83

**8. Consideration and request for approval to accept two North Carolina Land and Water Fund Grants**  
(Town Manager - Michael Scott) See attached information.....91

**9. Bid award in the amount of \$24,749.00 to Dun-Right Services for manhole rehabilitation**  
(Public Utilities Director – Ted Credle) See attached information.....119

**10. Consideration and request for approval to appoint Dr. David Barbour to the DSDC Board of Directors with the adoption of Resolution No. 739 (22-2023)**  
(Town Clerk – Shannan Parrish) See attached information.....129

**11. New Hire Report**  
(HR Director – Tim Kerigan) See attached information.....135

**Business Items:**

**1. Consideration and request for approval to award a bid to LJB, Inc in the amount of \$171,380 for Phase 2 of the CSX/ I-95 construction project**  
(Town Manager- Michael Scott & Town Engineer Bill Dreitzler)  
See attached information.....137

**2. Consideration and request for approval to adopt Ordinance No. 519-2023 amending the Town of Smithfield’s Code of Ordinances Part II- Chapter 11, Article II, Noise**  
(Planning Director – Stephen Wensman) See attached information.....165

**3. Consideration and request for approval to create a new position (Community Service Aid) in the Police Department**  
(Chief of Police – Pete Hedrick) See attached information.....171

**Councilmember’s Comments**

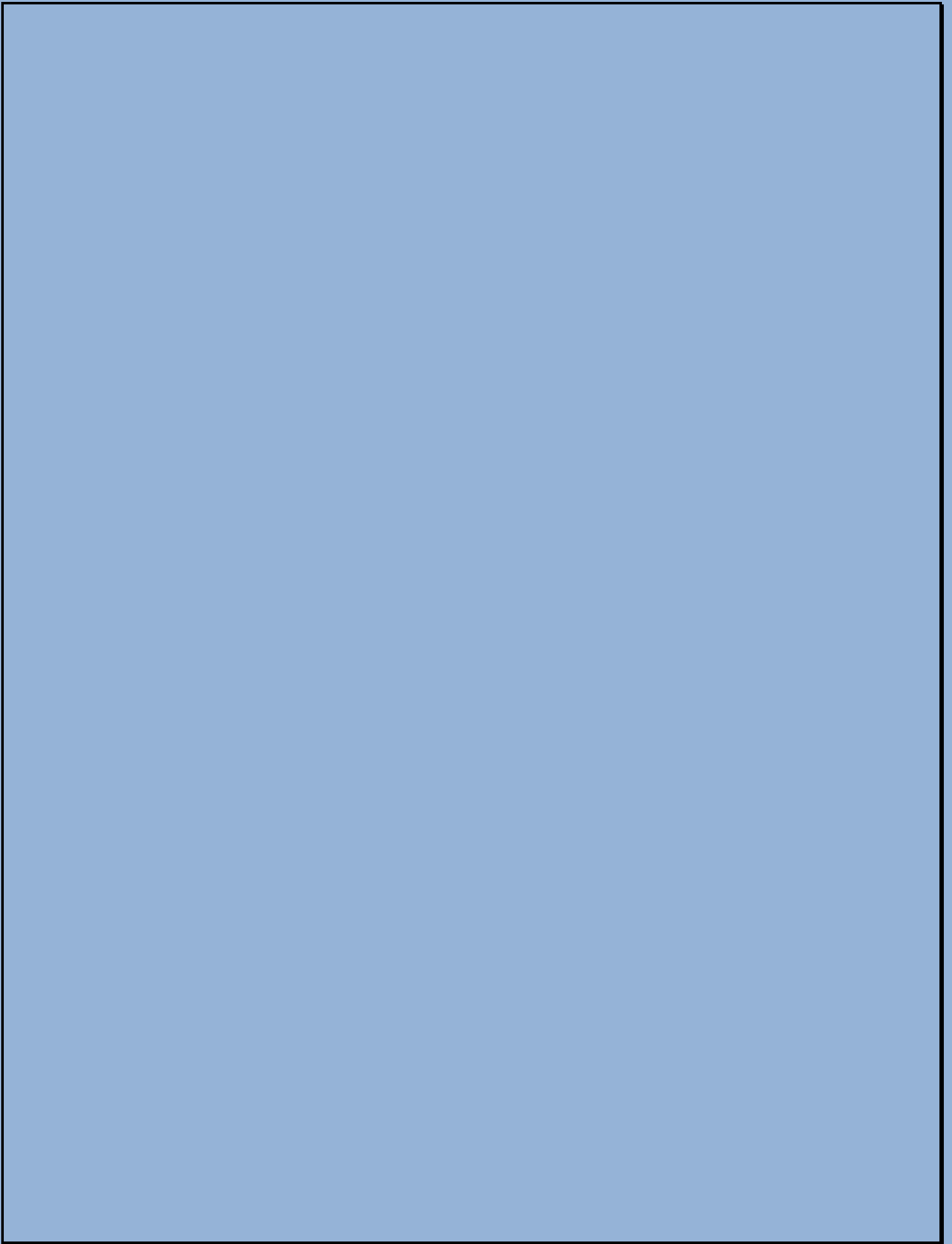
**Town Manager’s Report**

- Financial Report (See attached information).....177
- Department Reports (See attached information).....181
- Manager’s Report (Will be provided at the Meeting)

**Adjourn**



# Presentations







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*Oath of Office  
Smithfield Fire Department*

*I, Jeremey Daughtry, do solemnly and sincerely swear (or affirm) that I will support the Constitution and laws of the United States; that I will be faithful 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 and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Fire Chief, so help me God.*

-----  
*Jeremey Daughtry*

-----  
*Date*

*Oath administered this the  
3<sup>rd</sup> day of October, 2023*

-----  
*M. Andy Moore, Mayor*



# PROCLAMATION

## Recognizing October As Fire Prevention Month In the Town of Smithfield

WHEREAS, fire is a serious and constant threat to our community, causing significant loss of life, property, and natural resources; and

WHEREAS, the month of October is recognized as Fire Prevention Month, providing an opportunity to educate the public about fire safety and prevention; and

WHEREAS, the Smithfield Fire Department, in partnership with local organizations, is committed to promoting fire safety and reducing the risk of fires in our community; and

WHEREAS, the theme for Fire Prevention Month 2023 is "Prevent Cooking Fires: Watch What You Heat!"; and

WHEREAS, cooking fires are the leading cause of home fires and home fire injuries, with unattended cooking being the primary contributing factor; and

WHEREAS, the Smithfield Fire Department will be hosting various events and activities throughout the month to raise awareness about fire safety and prevention;

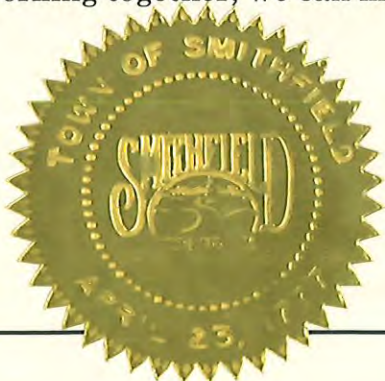
**NOW, THEREFORE, I, M. Andy Moore, Mayor of Smithfield, NC,** do hereby proclaim the month of October 2023 as Fire Prevention Month in Smithfield, NC. I urge all citizens to:

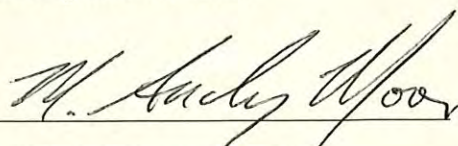
Practice fire safety by installing and maintaining smoke alarms, creating a home fire escape plan, and regularly practicing fire drills with their families;

Exercise caution while cooking by staying in the kitchen while cooking, using a timer to remind themselves of cooking times, and keeping flammable items away from the stove;

Participate in Fire Prevention Month activities organized by the Smithfield Fire Department, such as open houses, educational programs, and fire station tours, to learn more about fire safety and prevention.

By working together, we can make our community a safer place to live.



  
M. Andy Moore, Mayor



**PROCLAMATION**  
**Recognizing Public Power Week**  
**October 1-7, 2023**  
**In the Town of Smithfield**

**WHEREAS**, public power is a crucial component in cities and towns across North Carolina, contributing to the overall health of communities by providing reliable electricity, excellent local service, and prompt restoration; and

**WHEREAS**, North Carolina's more than 70 public power cities and towns are among more than 2,000 across the country; and

**WHEREAS**, many of North Carolina's public power cities and towns have been electric providers for more than 100 years, assisting their communities through boom times as well as pandemics and economic downturns; and

**WHEREAS**, public power meets the electric needs of 49 million Americans, who make up almost 15 percent of electricity consumers; and

**WHEREAS**, North Carolina's public power utilities are valuable community assets that contribute to the well-being of the community and provide economic development opportunities; and

**WHEREAS**, North Carolina's public power utilities are dependable institutions that provide excellent service and a commitment to community; and

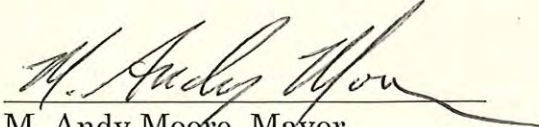
**WHEREAS**, the Town of Smithfield recognizes Public Power Week and commends the public power cities and towns across our state for their outstanding contributions to our communities.

**NOW, THEREFORE, I, M. Andy Moore**, Mayor of the Town of Smithfield, along with the Town Council, do hereby proclaim October 1<sup>st</sup> through the 7<sup>th</sup> as

**Public Power Week**

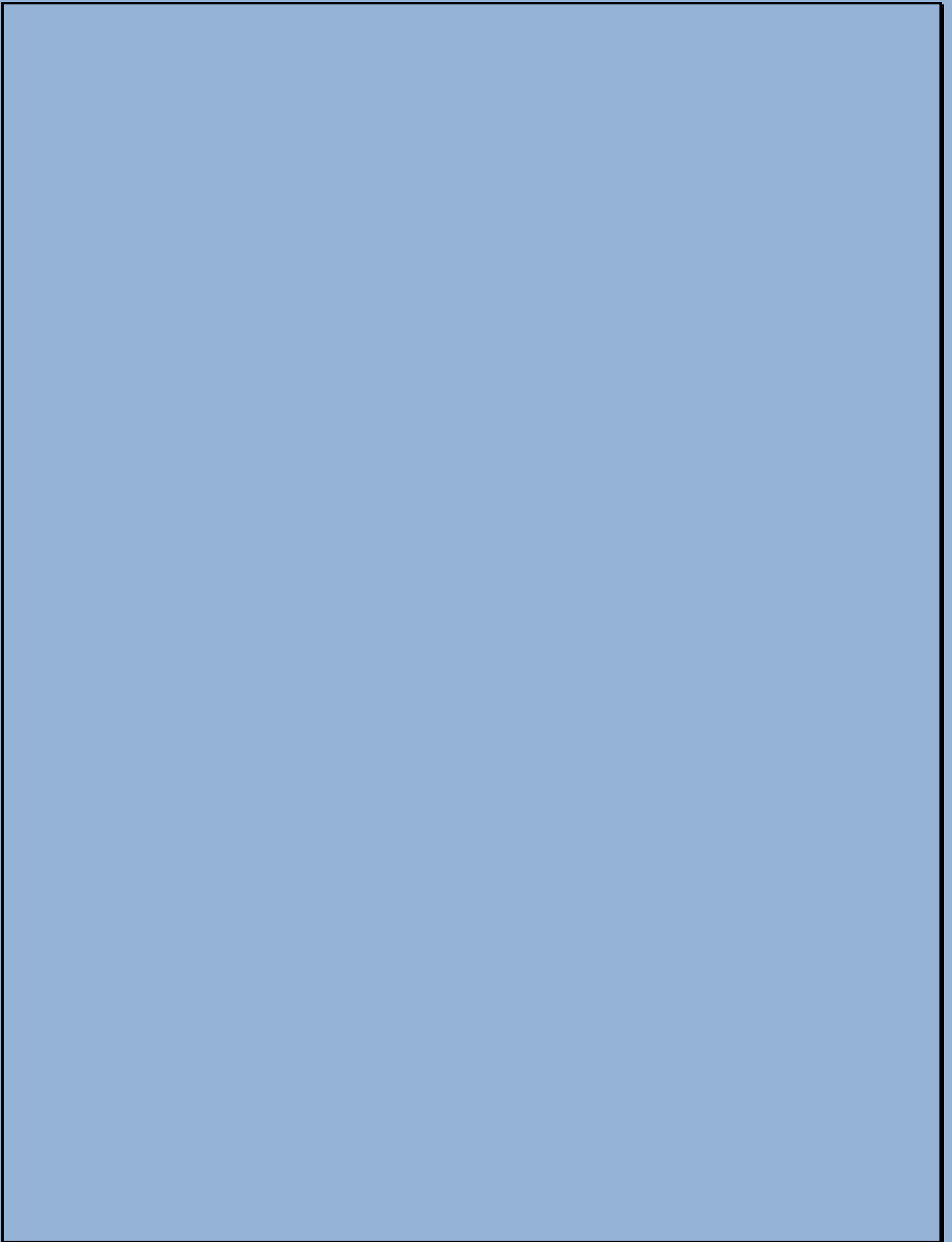
in the Town of Smithfield and commends its observation to all citizens.



  
M. Andy Moore, Mayor



# Public Hearings







# Request for Town Council Action

Public  
Hearing: RZ-23-02  
Date: 10/03/2023

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

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## Issue Statement

Johnson Tire is requesting a zoning map amendment to rezone 0.53-acres of their 1.53-acre property, located on the South side of NC Highway 210 about 100 feet west of the intersection of Skyland Drive and NC Highway 210, from R-20A (Residential-Agricultural) to B-3 (Highway Entranceway Business).

## Financial Impact

None.

## Action Needed

The Town Council is respectfully requested to hold a public meeting to review the rezoning and to approve or deny the request.

## Recommendation

Planning Staff recommends approval of the rezoning, RZ-23-02, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Adjacent Property Owners Listing & Notification
5. Zoning Map
6. Planning Board Minutes
7. **Legal Advertisement**



# Staff Report

Public RZ-23-02  
Hearing:

**REQUEST:**

Johnson Tire is requesting a zoning map amendment to rezone 0.53-acres of their 1.53-acre property from R-20A (Residential-Agricultural) to B-3 (Highway Entranceway Business).

**PROPERTY LOCATION:**

The property is located about 100 feet west of the intersection of Skyland Drive and NC Highway 210 on the south side of NC Highway 210.

**SITE DATA:**

Tax ID#	15076014
Acreage:	0.53
Present Zoning:	R-20A (Residential/ <b>Agricultural</b> )
<b>Proposed Zoning:</b>	<b>B-3</b> (Highway Entranceway Business)
Existing Use:	Parking
Proposed Use	Parking.
Town/ETJ:	Town
Fire District:	Smithfield
School Impacts:	None
Parks and Recreation:	None
Water Provider:	Smithfield
Sewer Provider:	Smithfield
Electric Provider:	Duke

**EXISTING CONDITIONS/ENVIRONMENTAL:**

A portion of the property is within the 500-year floodplain

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

	<b>Zoning</b>	<b>Existing Land Uses</b>
<b>North</b>	B-3	Commercial
<b>South</b>	R-20A	Agriculture/Forest
<b>East</b>	R-20A	Forest
<b>West</b>	R-20A	Vacant

## ANALYSIS:

Johnson Tire and Auto expanded onto the 0.53-acre parcel a few years ago to use the space for parking. The expansion and use of the land for parking was done prior to site plan approval. The applicant has since received site plan approval and has been in the process of meeting all the requirements: paving, landscaping, buying down Nitrogen and rezoning.

- Comprehensive Plan. The rezoning is consistent with the Comprehensive Plan.

## CONSISTENCY STATEMENT (Staff Opinion):

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

- Consistency with the Comprehensive Growth Management Plan - *The Comprehensive Plan guides the specific property for commercial.*
- Consistency with the Unified Development Code – *The site has been developed in conformance with the UDO.*
- Compatibility with Surrounding Land Uses - *The property considered for rezoning will be compatible with the surrounding land uses.*

## RECOMMENDATION:

Planning Staff recommends approval of RZ-23-02 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

## RECOMMENDED MOTION:

Staff recommends the following motion:

**“move to** approve zoning map amendment, RZ-23-02, 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.”**

**THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
ZONING MAP AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
RZ-23-02**

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

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

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

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,**

That the final action regarding zoning map amendment RZ-23-02 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

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

**IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,**

That the final action regarding zoning map amendment RZ-23-02 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

**REZONING APPLICATION**

*Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached), (1) electronic submittal and the application fee.*

**Name of Project:** Johnson's Tire & Auto      **Acreage of Property:** 1.53  
**Parcel ID Number:** 15076014      **Tax ID:** 168400-93-3800  
**Deed Book:** 05526 / 0273      **Deed Page(s):** 90 / 253  
**Address:** 267 NC Hwy 210 Smithfield, NC 27577  
**Location:** Turning onto Hwy 210 off of Hwy 70, 3/4 mile on left

**Existing Use:** Auto Repair & Parking      **Proposed Use:** Auto Repair & Parking  
**Existing Zoning District:** Com  
**Requested Zoning District:** Com  
**Is project within a Planned Development:**       Yes       No  
**Planned Development District (if applicable):** Town of Smithfield  
**Is project within an Overlay District:**       Yes       No  
**Overlay District (if applicable):**

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_



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

**OWNER'S CONSENT FORM**

Name of Project: Johnson's Tire & Auto

Submittal Date: 08/01/2023

**OWNERS AUTHORIZATION**

I hereby give CONSENT to Robert L. Johnson III (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.

Robert L Johnson III Robert L Johnson III 8/1/2023  
*Signature of Owner* *Print Name* *Date*

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

Robert L Johnson III Robert L Johnson III 8/1/2023  
*Signature of Owner/Applicant* *Print Name* *Date*

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Parcel ID Number: \_\_\_\_\_

Adjacent Property Owners of  
RZ-23-02

TAG	PIN	NAME	ADDRESS	CITY	STATE	ZIP CODE
15077009	168400-84-6775	HARVEST RUN, LLC	506 MAIN ST STE 300	GAITHERSBURG	MD	20878-5768
15078199H	168400-94-5055	MEADOWVIEW AL INVESTORS LLC	RD STE 301	ROANOKE	VA	24014
15076015	168400-93-5628	ORG PROPERTIES LLC	7150 CLEVELAND RD	CLAYTON	NC	27520-7143
15077010	168400-94-2024	YASSEN INVESTMENTS, INC.	601 W ASH ST	GOLDSBORO	NC	27530-3525
15077011A	168400-94-3645	PINE KNOLL HOUSING ASSOC	P O BOX 1187	SMITHFIELD	NC	27577-0000
15077011F	168400-94-7433	HARBOR INCORPORATED	PO BOX 1903	SMITHFIELD	NC	27577-0000
15076016	169417-02-1022	FOUR HEAVNERS, LLC	PO BOX 2346	SMITHFIELD	NC	27577-2346
15076014	168400-93-3800	JOHNSON, ROBERT L III	2505 CLEVELAND RD	SMITHFIELD	NC	27577-8290
15076012	168400-93-1735	DENNING FAMILY TRUST #1	PO BOX 1058	CAROLINA BEACH	NC	28428-3606
15076012C	168400-83-9785	DENNING FAMILY TRUST #1	PO BOX 1058	CAROLINA BEACH	NC	28428-3606



PLANNING DEPARTMENT  
Mark E. Helmer, AICP, Senior Planner

**ADJOINING PROPERTY OWNERS CERTIFICATION**

I, **Mark E. Helmer**, hereby certify that the property owner and adjacent property owners of the following petition, **RZ-23-02**, were notified by First Class Mail on **9-18-23**.

Mark E. Helmer  
Signature

Johnston County, North Carolina

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

18th day of September, 2023

Julianne Edmonds  
Notary Public Signature

Julianne Edmonds  
Notary Public Name

My Commission expires on 1-15-2028  
(Seal)





# 300 Block of NC Hwy 210

**File Number:**  
RZ-23-02

**Project Name:**  
Johnson Tire & Auto

**Existing Zoning:**  
R-20A

**Proposed Zoning:**  
B-3 (Highway  
Entrance Business)

**Existing Land Use:**  
Parking Lot  
and Woodlands

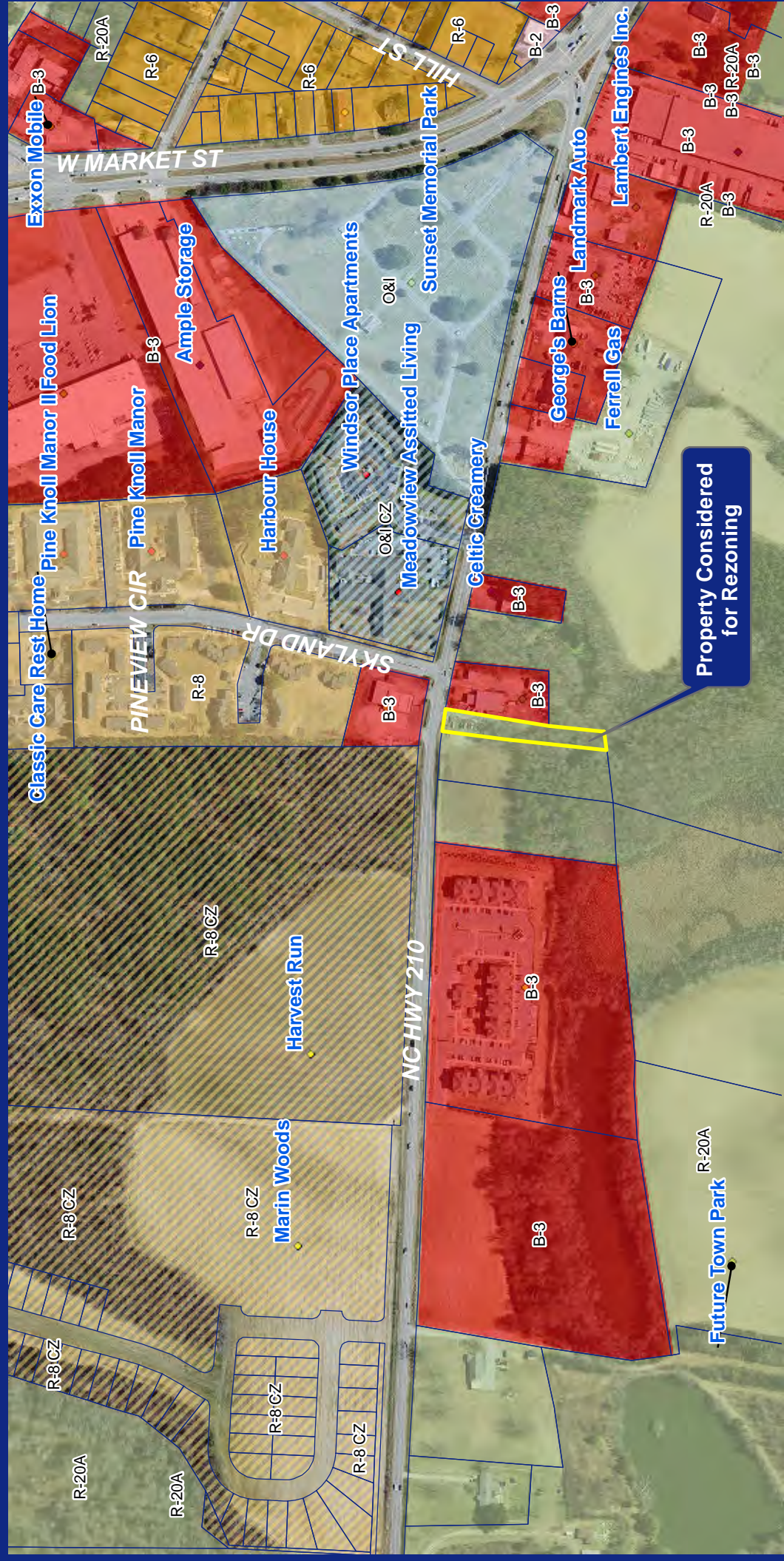
**Tax ID#:**  
15076014

**Owner:**  
Robert & Maria  
Johnson

**Applicant:**  
Robert & Maria  
Johnson



1 in = 400 ft  
Map created by the Mark E. Helmer, AICP  
Senior Planner, GIS Specialist on 8/31/2023



**Property Considered  
for Rezoning**

**Town of Smithfield  
Planning Board Minutes  
Thursday, September 7th, 2023  
Town Hall Council Chambers  
6:00 PM**

Members Present:

Chairman Mark Lane  
Vice-Chairman Debbie Howard  
Bryan Stanley  
Alisa Bizzell  
Doris Wallace  
Wiley Narron  
Ashley Spain

Members Absent:

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 July 13<sup>th</sup>, 2023**

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

**NEW BUSINESS**

**RZ-23-02 Johnson's Tire & Auto:** The applicant is requesting to rezone a .53- acre portion of a 1.53-acre tract of land from the R-20A Residential-Agriculture zoning district to the B-3 Highway Entrance Business zoning district. The property considered for rezoning is located on the south side of NC Highway 210, approximately 100 feet west of its intersection with Skyland Drive. The property is further identified as a portion of Johnston County Tax ID# 15076014

Mark Helmer stated that Johnson's Tire is requesting a zoning map amendment to rezone 0.53-acres of their 1.53-acre property, located on the South side of NC Highway 210 about 100 feet west of the intersection of Skyland Drive and NC Highway 210, from R-20A (Residential-Agricultural) to B-3 (Highway Entranceway Business). Johnson's Tire and Auto expanded onto the 0.53 acre parcel a few years ago to use the space for parking. The expansion and use of the land for parking was done prior to site plan approval. The applicant has since received site plan

approval and has been in the process of meeting all the requirements: paving, landscaping, Nitrogen offset payment and rezoning.

The rezoning is consistent with the Comprehensive Plan.

Planning Staff recommends approval of RZ-23-02 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

No board members had any questions or comments.

Debbie Howard made a motion to recommend approval of zoning map amendment, RZ-23-02, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest, seconded by Ashley Spain. Unanimously approved.

**ZA-23-10 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.44, Outdoor Vehicle Storage, Sales and Display to allow for automobile sales display areas to be identified with a perimeter area stripe in lieu of individual striped parking stalls.

Mark Helmer stated that the Town has been in litigation with Deacon Jones about parking lot striping requirements. To find a compromise solution that meets both the Town's needs and those of Deacon Jones, the attached draft ordinance was created. The Town currently requires cars on car sales lots to be either within a striped parking stall or within a screened storage yard. One of the purposes of the regulation is to limit the number of cars on the lot to the number that fit within a striped parking lot or screened storage yard. Cars, therefore, cannot be within drive isles, or double parked. This ordinance will create a third option. The ordinance will achieve the following:

- The rectangular display areas will hold proportionally the same number of vehicles as if the parking lot were striped in a traditional manner.
- Vehicles within a display box will need to be parked uniformly within the box as if it were striped.
- The display boxes will afford the dealerships the ability to shift vehicles as needed within the box to perpendicular or angled parking to draw the attention of shoppers. It will allow the dealers to spread cars out or park them closer together but limit the number of vehicles within to the number that would fit if striped traditionally.
- The rectangular display areas will be accessed by a drive isle in a similar manner to traditional striping maintaining clear demarcation of drive isles for safety.
- The number of vehicles allowed within a box will be marked within the rectangle.

- The display areas will be demarcated by a 4" wide white painted line on all sides.
- Prohibits cars being displayed in parking lot driveway, drive isle or landscaped areas.

Bryan Stanley asked if the intent of the amendment was to get emergency services in?

Mark Helmer said yes, that is the intent.

Bryan Stanley asked if it was stated in the UDO how many items or goods a business can keep in their store or lot, because essentially that is what we're doing.

Mark Helmer said we're limiting the intensity of the use based on the size of the property.

Bryan Stanley asked if it would make more sense to strip the areas that are within the path of travel?

Mark Helmer said it's basically the same thing.

Debbie Howard doesn't agree that the Town should require Deacon Jones to stripe the parking lots.

Mark Helmer said well imagine going to Wal-Mart without striped parking stalls.

Mark Lane said that is different, Wal-Mart is a parking lot and this is a sales area.

Mark Helmer this is also a parking lot that we're referencing. We have dimensional requirements for parking. Each use has a certain amount of parking they must have. That number is identified through striping.

Debbie Howard said we're getting so technical that we will deter the ones that are grandfathered in that have gravel parking lots, from asphaltting their parking lots and I wouldn't because I have to stripe them. Or deter the ones that remodel the front of their building to make it look nicer because then I'll be required to spend even more money.

Bryan Stanley asked if Deacon Jones had a certain allotted amount of parking spaces for customers and employees?

Mark Helmer said yes, they have requirements for customer and staff parking.

Ashley Spain said these newer dealerships have their cars parked uniformed and the fronts of the vehicles are even. Out of the square footage of the parking lot, how many cars can legally be parked there without a stripe?

Mark Helmer stated if people know where the line is, they are less likely to cross it. By delineating parking people will work with that area that is designated.

Mark Lane asked how the Town came up with this concept?

Mark Helmer stated they looked at existing codes, the way our code reads is if you're parking a car on it then it's a parking spot. If it doesn't meet the standards for a parking spot meaning it isn't striped then it's non-compliant. Our intent is to apply that across the board to all surfaces that are parking cars.

Bryan Stanley understands where the Town is going with this and there isn't a one size fits all approach against a Deacon Jones versus a used car lot that only has 8 cars.

Mark Helmer said the board will be recommending to Town Council the approval of this or recommend some other proposal and Town Council will take that into consideration.

Mark Lane made a motion to remove all striping from this ordinance, access must be available for emergency vehicles and uniformity in the way they are displayed. Customer and employee parking must be striped., seconded by Ashley Spain. Unanimously approved.

**ZA-23-11 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.30.1, Special Events that will remove the requirement for a temporary use permit for events held in town parks except when there is a planned street closure, or amplified sound after 9PM and 10 PM when associated with the Town Commons Amphitheater.

Mrk Helmer said Parks and Planning Staff are requesting the Planning Board recommend approval of the following amendments to the Unified Development Ordinance, Article 7, Section 7.30.1 to exempt special events in Town parks from temporary use permits except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater).

Temporary use permits are currently required when special events:

- Have amplified sound.
- Have one hundred (100) people or more in attendance.
- Requires closure or blockage of town streets.
- Have food trucks on private property in accordance with Section 7.25.1
- have a likelihood of damage to public or private property, injury to persons, public disturbances or nuisances, unsafe impediments to pedestrian or vehicular travel, or other significant adverse effects upon the public health, safety, or welfare as determined by the Planning Director.

For special events in parks, the organizer already needs approval from the Parks Department to use the facilities and parks by nature are intended for gathering of people, loud noises. The draft ordinance would allow the Parks Department to approve all events within parks, exempting the requirement for a temporary use permit unless the event were to require a street closure or amplified sound after 9PM (10 PM for the Amphitheater).

Planning Staff recommend the Planning Board recommend approval of the zoning text amendment ZA-23-11 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.

Doris Wallace made a motion to recommend approval of zoning text amendment, ZA-23-11, amending Article 7, Section 7.30.1, exempting special events in parks from temporary use permits unless they require street closures or amplified sound after 9 PM (10 PM for the Amphitheater), 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:** None

**Adjournment**

Being no further business, Alisa Bizzell made a motion to adjourn; seconded by Debbie Howard.

Unanimously approved

Respectfully Submitted,



Julie Edmonds

Administrative Support Specialist

DRAFT



**PLANNING DEPARTMENT**  
Mark E. Helmer, AICP, CFM, Senior Planner

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**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, October 3, 2023, in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

**RZ-23-02 Johnson's Tire & Auto:** The applicant is requesting to rezone a .53-acre portion of a 1.53-acre tract of land from the R-20A Residential-Agriculture zoning district to the B-3 Highway Entrance Business zoning district. The property considered for rezoning is located on the south side of NC Highway 210, approximately 100 feet west of its intersection with Skyland Drive. The property is further identified as a portion of Johnston County Tax ID# 15076014.

**ZA-23-10 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.44, Outdoor Vehicle Storage, Sales and Display to allow for automobile sales display areas to be identified with a perimeter area stripe in-leu of individual stripped parking stalls.

**ZA-23-11 Town of Smithfield:** The applicant is proposing an amendment to the Unified Development Ordinance, Article 7, Section 7.30.1, Special Events that will remove the requirement for a temporary use permit for events held in town parks except when there is a planned street closure, or amplified sound after 9PM and 10 PM when associated with the Town Commons Amphitheater.

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](http://www.smithfield-nc.com).

Run Legal ad in the News and Observer on September 20, 2023 and September 27, 2023







# Request for Town Council Action

Public  
Hearing: ZA-23-10  
Date: 10/03/2023

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

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## Issue Statement

Request to amend the Unified Development Ordinance, Article 7, Section 7.44 to allow alternative vehicle striping for car sales display.

## Financial Impact

None.

## Action Needed

The Town Council is respectfully requested to hold a public hearing to review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny the request.

## Recommendation

Planning Staff recommends the Town Council approve the zoning text amendment, ZA-23-10, 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

Public  
Hearing: ZA-23-10

## REQUEST:

Staff is requesting the Planning Board recommend approval of the following amendments to the Unified Development Ordinance, Article 7, Section 7.44 to allow alternative vehicle striping for car sales display.

## ANALYSIS:

The Town has been in litigation with Deacon Jones and Perfect Ride about parking lot striping requirements. To **find a compromise solution that meets both the Town's needs and those of** the litigants, the attached draft ordinance was created. The Town currently requires cars on car sales lots to be either within a striped parking stall or within a screened storage yard. One of the purposes of the regulation is to limit the number of cars on the lot to the number that fit within a striped parking lot or screened storage yard. Cars, therefore, cannot be within drive isles, or double parked, block fire and emergency access. Regulation and control of cars has a positive impact on the **aesthetics of the town's commercial corridors, ensures access** for emergency services, and limits the overburdening of lots with an excessive number of vehicles. This ordinance will create a third option for automobile sales display and storage. The ordinance will achieve the following:

- The rectangular display areas will hold proportionally the same number of vehicles as if the parking lot were striped in a traditional manner.
- Vehicles within a display box will need to be parked uniformly within the box as if it were striped.
- The display boxes will afford the dealerships the ability to shift vehicles as needed within the box to perpendicular or angled parking to draw the attention of shoppers. It will allow the dealers to spread cars out or park them closer together but limit the number of vehicles within to the number that would fit if striped traditionally.
- The rectangular display areas will be accessed by a drive isle in a similar manner to traditional striping maintaining clear demarcation of drive isles for safety.
- The number of vehicles allowed within a box will be marked within the rectangle.
- The display **areas will be demarcated by a 4" wide white painted line** on all sides.
- Prohibits cars being displayed in parking lot driveway, drive isle or landscaped areas.

## CONSISTENCY STATEMENT (STAFF OPINION):

Staff finds the zoning text amendment as 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.

## PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed the draft ordinance and recommended that there be no striping requirement for auto sales lots.

RECOMMENDATION:

Planning Staff recommends the Town Council approve the zoning text amendment, ZA-23-10, 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:

Staff recommends the following motion:

**“move** to approve zoning text amendment, ZA-23-10, amending Article 7, Section 7.44, to allow alternative vehicle striping for car sales display, 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-23-10**  
**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD**  
**UNIFIED DEVELOPMENT ORDINANCE**  
**ARTICLE 7, SECTION 7.44 TO ALLOW AN ALTERNATIVE VEHICLE STRIPING**  
**FOR CAR SALES DISPLAY**

**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 7, Section 7.44 as it pertains to outdoor vehicle storage, sales and display.

**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:

[Amend Article 7, Section 7.44, allowing alternative vehicle striping for car sales display within a rectangular display area.]

**PART 1**

***Sec. 7.44. Outdoor Vehicle Storage, Sales and Display.***

***7.44.1. ~~Paved Surface/Storage~~***

~~All vehicles for stored outside for display, or sale shall be on a paved surface of bituminous, concrete or other approved comparable surface and in a striped parking stall complying with Article 10, Part I, or stored within a paved storage yard screened from the public right-a-way by a durable opaque fence, opaque wall and/or a solid vegetative buffer with a minimum height of six (6) feet.~~

7.44.1. All such vehicles shall be on a paved surface of bituminous, concrete, or other approved comparable surface.

7.44.2. All such vehicles shall be within a striped parking stall complying with Article 10, Part I, within a rectangular display area in accordance with Section 7.44.3 or stored within a paved storage yard screened from the public right-a-way by a durable opaque fence, opaque wall and a solid vegetative buffer with a minimum height of six (6) feet.

7.44

7.44.3. Rectangular Vehicle Display Areas.

7.44.3.1. Rectangular vehicle display areas shall be outlined on all sides by standard solid 4" wide solid white striping paint in accordance with MUTCD standards.

7.44.3.2. The number of vehicles allowed within a display area shall be limited to the number of standard 9' x 18' parking spaces that can fit within it and that number shall be painted within each rectangle.

7.44.3.3. The total square footage of rectangular display areas shall not exceed 40% of the square footage of the total outdoor parking area on the lot, or multiple lots if permitted as such for outdoor sales, display and storage with a valid zoning permit.

7.44.3.4. Vehicles within a display area shall be parked uniformly, either angled or perpendicular to the adjacent access aisle.

7.44.3.5. Each rectangular vehicle display area shall be accessed through a driveway isle extending through the parking lot.

7.44.4. No vehicle stored outside for display or sale shall be parked within a driveway, access aisle or landscaped area.

7.44.5. Vehicle display areas shall be located in an approved parking lot as an alternative to standard 9'x18' striping with aisles as required in Sections 10.2.4 and shall meet all other parking and landscaping requirements as applicable.

**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 3<sup>rd</sup> day of October 2023.

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M. Andy Moore, Mayor

ATTEST

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Shannan L. Parrish, Town Clerk

THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
ZA-23-10

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-23-10, 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-23-10, 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:**

_____	_____
Petitioner's Name	Address or PO Box
_____	_____
City, State, Zip Code	Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

\_\_\_\_\_

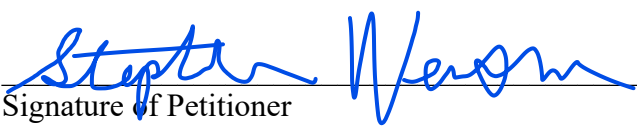
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(Attach additional sheets as necessary)

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.

	8/11/23
Signature of Petitioner	Date

**FOR OFFICE USE ONLY**

File Number: _____	Date Received: _____	Amount Paid: _____
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# Request for Town Council Action

Public  
Hearing: ZA-23-11  
Date: 10/03/2023

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

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## Issue Statement

Request to amend the Unified Development Ordinance, Article 7, Section 7.30.1 to exempt special events in Town parks from temporary use permits except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater).

## Financial Impact

None.

## Action Needed

The Town Council is respectfully requested to hold a public hearing and to review the zoning text amendment and to make a decision whether to approve, approve with changes, or to deny the request.

## Recommendation

Parks and Planning Staff and the Planning Board recommend approval of the zoning text amendment, ZA-23-11, 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
3. Consistency Statement
4. Application



# Staff Report

Public Hearing: ZA-23-11

## REQUEST:

Parks and Planning Staff are requesting approval of the following amendments to the Unified Development Ordinance, Article 7, Section 7.30.1 to exempt special events in Town parks from temporary use permits except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater).

## ANALYSIS:

Temporary use permits are currently required when special events:

- Have amplified sound.
- Have one hundred (100) people or more in attendance.
- Requires closure or blockage of town streets.
- Have food trucks on private property in accordance with Section 7.25.1
- have a likelihood of damage to public or private property, injury to persons, public disturbances or nuisances, unsafe impediments to pedestrian or vehicular travel, or other significant adverse effects upon the public health, safety, or welfare as determined by the Planning Director.

For special events in parks, the organizer already needs approval from the Parks Department to use the facilities and parks by nature are intended for gathering of people, loud noises. The draft ordinance would allow the Parks Department to approve all events within parks, exempting the requirement for a temporary use permit unless the event were to require a street closure or amplified sound after 9 PM (10 PM for the Amphitheater).

## CONSISTENCY STATEMENT (STAFF OPINION):

Staff finds the zoning text amendment as 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:

Parks and Planning Staff and the Planning Board recommend the Town Council approve the zoning text amendment, ZA-23-11, 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-23-11, amending Article 7, Section 7.30.1, exempting special events in parks from temporary use permits unless they require street closures or amplified sound after 9 PM (10 PM for the Amphitheater), 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-23-11**  
**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD**  
**UNIFIED DEVELOPMENT ORDINANCE**  
**ARTICLE 7, SECTION 7.30.1 TO EXEMPT CERTAIN SPECIAL EVENTS IN PARKS**  
**FROM TEMPORARY USE PERMITS.**

**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 7, Section 7.30.1 as it pertains to exempting special events in Town parks from temporary use permits except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater).

**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:

[Amend Article 7, Section 30.1, exempting special events in Town parks from temporary use permits except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater)]

**PART 1**

**7.30.1. [Special Events.]**

Special events requiring temporary use permits approved by the Town Council. The Town Council shall consider the effects of the use on adjacent properties and shall set a specific time limit on such uses:

**[7.30.1.1. Reserved.]**

**7.30.1.2.** Events with amplified sound.

**7.30.1.3.** Events with one hundred (100) people or more in attendance.

**7.30.1.4.** Events that require closure or blockage of town streets.

**7.30.1.5.** Events with food trucks on private property in accordance with Section 7.25.1

**7.30.1.6.** Events that have a likelihood of damage to public or private property, injury to persons, public disturbances or nuisances, unsafe impediments to pedestrian or vehicular travel, or other significant adverse effects upon the public health, safety, or welfare as determined by the Planning Director.

**7.30.1.7.** Events that occur within Town Parks are exempt from temporary use permits except when there is a planned street closure, or amplified sound after 9PM (10 PM if associated with the Town amphitheater).

**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 3rd day of October 2023.

---

M. Andy Moore, Mayor

ATTEST

---

Shannan L. Parrish, Town Clerk

DRAFT

THE TOWN OF SMITHFIELD  
UNIFIED DEVELOPMENT ORDINANCE  
AMENDMENT CONSISTENCY STATEMENT  
BY THE SMITHFIELD TOWN COUNCIL  
ZA-23-11

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-23-11, 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-23-11, 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.



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**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:**

\_\_\_\_\_  
 Petitioner's Name

\_\_\_\_\_  
 Address or PO Box

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

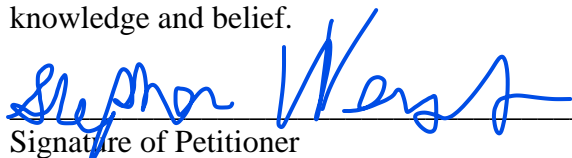
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(Attach additional sheets as necessary)

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.

  
 \_\_\_\_\_  
 Signature of Petitioner

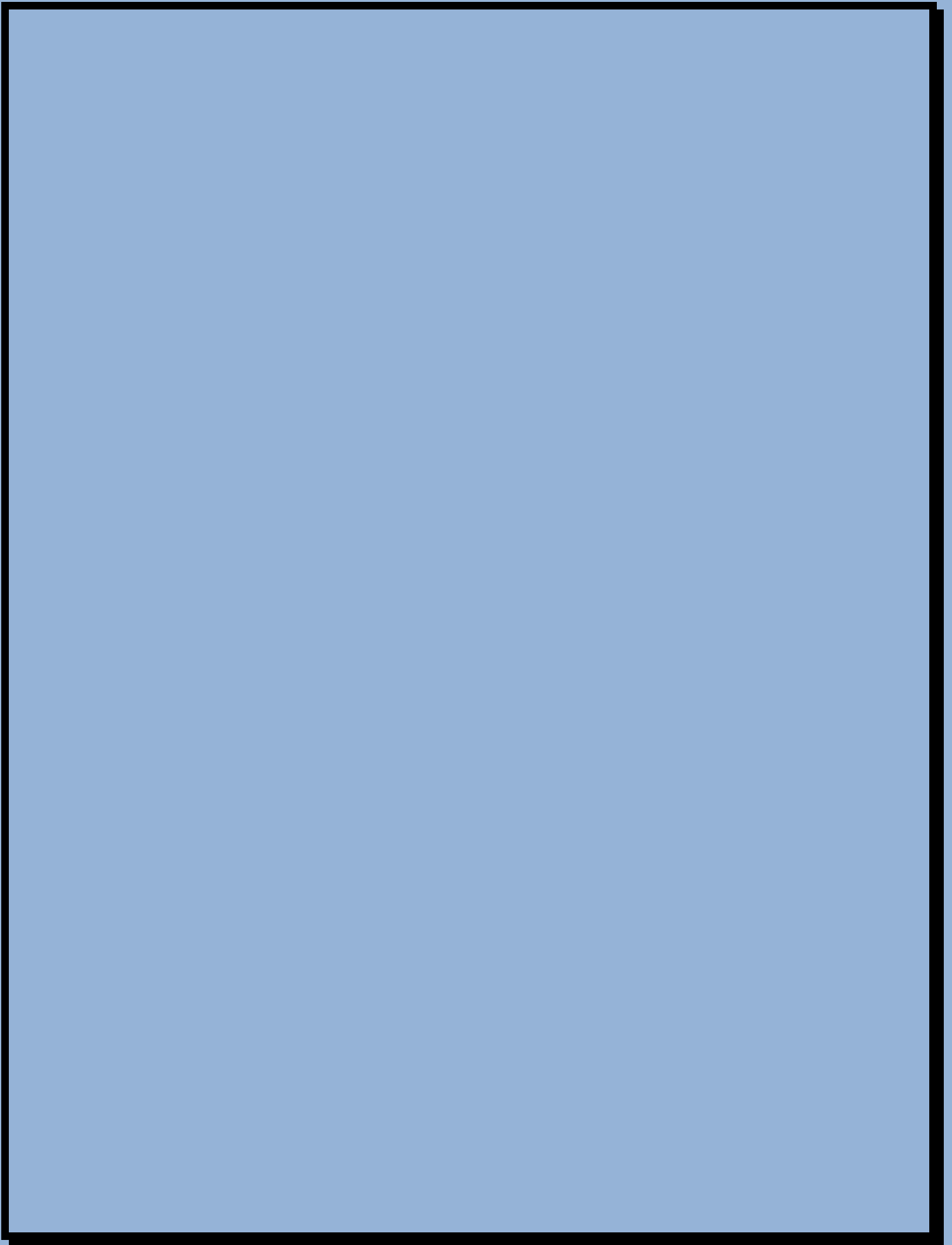
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 Date

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

# Consent

## Agenda Items





The Smithfield Town Council met in Special Session on Tuesday, August 29, 2023 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Roger Wood, At-Large

Administrative Staff Present

Michael Scott, Town Manager  
Ted Credle, Public Utilities Director  
Shannan Parrish, Town Clerk

Also Present

Bob Spence, Jr., Town Attorney

**Call to Order**

Mayor Moore called the meeting to order at 6:32 pm

**Approval of the Agenda**

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

Add Closed Session pursuant to NCGS 143-318.11 (a) (3) if needed.

Unanimously approved.

**Action Concerning Bulk Wastewater Agreement with Johnston County**

Mayor Moore stated that Johnston County had denied the Home2Suites hotel because the Council has not executed the bulk wastewater agreement with the County. The Town and County were currently operating under the 1979 agreement and sewer was still being treated by the County. This issue was impacting economic development in the Town. Mayor Moore further stated that he wanted the Council to be comfortable with the contract before approving it because this contract will affect generations.

Town Attorney Bob Spence explained the first page was called the recitals which outlined the terms of the agreement.

Page 2 stated the purpose of this agreement at the bottom is to set forth the terms and conditions of the agreement between the Town and County regarding the bulk wastewater transmission and treatment services period.

Town Manager Michael Scott pointed out that on page two, paragraph three it stated the following: *"WHEREAS, the County currently provides bulk wastewater transmission and treatment services to the Town in accordance with the "Declaration of Joint Venture" between the County of Johnston, Town of Smithfield, Town of Selma, West Smithfield Sanitary District, Town of Pine Level and Town of Four Oaks dated November 13, 1979;"* meaning the County was still honoring the 1979 contract.

Town Attorney Bob Spence stated this contract was a complete rewrite of the original 1979 contract. The original joint venture was user fee based and this contract is based on capacity allocation and fees associated with the capacity.

Page 3 outlined the capacity allocation as determined by the County. Mayor Moore questioned if additional language should be included in this section to protect the Town and its citizens since this was a fifty-year contract. Mr. Spence stated he felt there was ambiguity in this language and all ambiguities should be resolved.

Section 2.1 A stated “*The amount of the Initial Capacity Allocation is based on the highest yearly average flow received by the County from the Town in the five-year period between 2015 and 2019*”. Mayor Moore questioned why more recent data was not included. Public Utilities Director Ted Credle explained that by including 2019, it does work in the Town’s favor as that was one of the wettest years. He surmised since this contract has been in the works for several years, the County used the data it had at the time and had not updated it. Mayor Moore stated having the more recent data was important if the Council was going to approve a contract.

It was the consensus of the Council that given all the data, the contract should include the data that is most favorable to the Town. Mr. Spence responded that the average from 2015-2019 was a 42.8% and he felt that was a reasonable average.

Mayor Moore asked that the analysis for 2018-2022 be completed. Mr. Spence stated that until this was resolved, the Town was at a standstill and other Town could receive more allocation.

Councilman Scott questioned the amount that Pine Level and Four Oaks were paying. The Town Manager responded it was just under \$11.

Mayor Moore stated the County was offering \$500,000 to purchase allocation.

Councilman Stevens questioned if the Town need to sell capacity back to the County would they buy it back at the rate at which the Town paid it or would it be at a different rate. Mayor Moore stated the Town should have the ability to decide the rate in which they would sell capacity back to the County.

Mr. Spence stated that under the 1979 contract, the County agreed to accept all of the Town’s sewer. Mayor Moore pointed out that the new contracts for Pine Level and Four Oaks were fifty-year contracts. The Town of Smithfield’s current contract was 44 years old which in his opinion was still valid.

Mayor Moore questioned if County buildings would be counted against the Town’s allocation. Mr. Spence responded that the recent detention center’s allocation was added back to the Town’s allocation. Mayor Moore stated that any capacity going to County development should not be counted against the Town’s overall allocation.

Mr. Spence reviewed section 2.2 with the Council. In that section, Mayor Moore questioned the meaning of the phrase “*Requests from the Town to the County for Additional Capacity Allocation shall not be unreasonably withheld*”. He questioned what was reasonable and not reasonable. Mayor Moore reiterated that the Town currently had a contract in place for sewer. Mr. Spence stated the County was in breach of its current contract.

Mayor Moore stated the purpose of this meeting was because the Council had been directing the Town Attorney to negotiate this contract and not much has changed since the first contract was given to the Town.

Mr. Spence stated the \$500,000 was a funding source from the County. All four of the communities are receiving the same amount and Pine Level and Four Oaks use less capacity than Smithfield and Selma.

Councilman Stevens stated that if the Town of Smithfield wanted to double its population, the Town would have to buy additional capacity. Mr. Spence responded that the Town could purchase additional capacity if available by the County.

Mr. Spence explained paper flow to the Council as outline on page 4 section A. These were developments that had approved capacity on paper only.

Mr. Spence explained Article 3 of the contract. Mayor Moore questioned if these were the only upgrades needed. Mr. Credle responded that these were the County projects that ran through the Town.

Mr. Spence explained Section 3.2. Mayor Moore questioned how the Town would know who caused the sanitary overflow. Mr. Credle responded staff could trace it back to the source. There was not an industry in Town that could produce the type of overflow.

Mr. Spence explained Article 4 of the contract. Mayor Moore questioned if sewer from Selma and Pine Level are flowing into the new Wastewater plant would there be enough capacity for the future growth of the Town

of Smithfield.

Mr. Spence explained Article 5 of the contract.

Mr. Spence explained Article 6 of the contract. Mayor Moore stated there could be language added to Section 6.1A stating that the calibration reports be provided to the Town.

Councilman Barbour questioned if only Town of Smithfield sewer would flow through the current wastewater plant once the new facility was built. Mr. Credle responded it would be a gradual movement from the existing plant to the new plant.

Mr. Spence explained Article 7 of the contract. Mayor Moore stated that Section 7.1 B should be negotiated. Mr. Spence agreed that 7.1 B should be addressed because costs could be much higher in 20 years.

Mayor Pro-Tem Dunn stated that in Section 7.1 A he felt that 25% was an excessive percentage and should be negotiated.

Mr. Spence explained Article 8 of the contract. Mayor Moore asked that Section 8.3 be removed from the contract.

Mr. Spence explained Article 9 of the contract. Mayor Moore asked that Section 9.10 be removed from the contract. Mr. Spence also explained that on the signature page would include every member of Council.

Mr. Spence questioned who had the authority to negotiate the contract with the County. Mayor Moore suggested that the Council consider entering into Closed Session to discuss contract negotiations.

**Closed Session Pursuant to NCGS 143-318.11 (a) (3)**

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at 9:05 pm.

**Reconvene In Open Session**

Councilman Barbour made a motion, seconded by Councilman Scott, to reconvene in Open Session. Unanimously approved at 10:17 pm.

**Action Taken Following Closed Session**

Councilman Barbour made a motion, seconded by Councilman Rabil, to direct the Town Attorney to file legal action against Johnston County for breach of contract. Unanimously approved.

**Adjourn**

Councilman Scott made a motion, seconded by Councilman Wood, to adjourn the meeting. The meeting adjourned at approximately 10:20 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, September 5, 2023 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

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

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

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

Also Present

Michael Carter, Attorney  
Robert Spence, Jr., Town Attorney

Administrative Staff Absent

**CALL TO ORDER**

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

**INVOCATION**

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

**APPROVAL OF AGENDA:**

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

Remove from the Consent Agenda:

7. Consideration and request for approval to allocate funds to the Downtown Smithfield Development Corporation for additional planters

Remove from the Consent Agenda and add to Business Items:

5. Consideration and request for approval to restructure the Police Department by adding a Deputy Chief position and eliminating the vacant Captain position.

Add to the Consent Agenda:

10. Consideration and request for approval to adopt Resolution No. 738 (21-2023) Accepting the NCDEQ LASII ARPA Stormwater Grant Funding
11. Special Event: Ava Gardner Festival: The Ava Gardner Museum is requesting approval to hold an event (movie) at the Neuse River Amphitheater on October, 6, 2023 from 6:30 pm until 9:30 pm. This request includes the use of amplified sound and food trucks. Staff is requesting that the Ava Gardner Festival be approved as an annual event.

12. Special Event: SSS Homecoming Parade: Smithfield Selma High school is requesting to hold a homecoming parade on October 6, 2023 from 4:30 pm until 5:30 pm. The Police Department will work with SSS to evaluate road closures on Kelly Drive and M. Durwood Stephenson Parkway.

Add Section (3) to the Closed Session Statute

Unanimously approved

## **PRESENTATIONS:**

### **1. Proclamation: Declaring September 17-23,2023 as Constitution Week in the Town of Smithfield**

Mayor Moore presented the following Proclamation to the Smith-Bryan Chapter of the Daughters of the American Revolution.

Proclamation  
Constitution Week  
September 17 – 23, 2023  
In the Town of Smithfield, North Carolina

Whereas, September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through 23<sup>rd</sup> as Constitution Week.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield do hereby proclaim September 17<sup>th</sup> through the 23<sup>rd</sup>, 2023 to be

#### **CONSTITUTION WEEK**

in the Town of Smithfield and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

### **2. Appearance Commissions Annual Report**

Chairperson Kaitlyn Tarley presented the Appearance Commission's Annual Report to the Town Council.

**PUBLIC HEARINGS: None**

## **CITIZEN'S COMMENTS:**

- Ed Barfield addressed the Council about drainage issues and flooding on North 4<sup>th</sup> Street near Caswell Street. He stated the residents do not want their houses or their cars flooded. He asked the Council to correct this issue. Mr. Barfield also provided a petition from members of the First Missionary Baptist Church who were aware of the flooding in the area near the church.
- Christopher White stated he was in agreement with Mr. Barfield. He further stated the problem was because there were only storm drains on one side of the street. He asked for this issue to be corrected.

Mayor Moore asked Town Manager Michael Scott to have the Town Engineer investigate the matter

- Elizabeth Temple provided some historical information to concerning the Town of Smithfield. She asked the Council to consider doing an archeological excavation and preservation of some Indian burial grounds in South Smithfield.
- Pam Lampe expressed her concerns to the Council about the proposed social district in downtown Smithfield.
- Emma Gemmel requested a list of complete and incomplete items as it related to the water plant expansion project. She expressed her concerns about the Comprehensive Growth Plan stating she felt the decision to adopt the plan was hurried. She also expressed her concerns about the proposed social district in downtown Smithfield.

**CONSENT AGENDA:**

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

1. The following minutes were approved:
  - August 8, 2023 – Regular Meeting
  - August 8, 2023 – Closed Session
2. Special Event – Help Thy Neighbor Poker Run: Approval was granted to allow Angela Roberts of Help Thy Neighbor Johnston County to hold an event at 1043 Outlet Center Drive on September 16, 2023 from 9:00 am until 5:00 pm. Amplified sound, good sales and alcohol sales were also approved.
3. Special Event – Family Days Super Carnival: Approval was granted to allow the Inners Shows, Inc. to hold a carnival at Carolina Premium Outlets October 18 – 29, 2023.
4. Special Event – JoCo Works Career Expo: Approval was granted to allow the Triangle East Economic Development Foundation to hold a career expo November 2-3, 2023 from 8:00 am until 3:00 pm at Johnston Community College. Amplified sound was also approved. This event was approved as an annual event.
5. Bid was awarded to JP Edwards, Inc. in the amount of \$21,138 to repair drainage issues at the Community Park soccer field.
6. Board Appointments
  - Tara Meyer was appointed to serve a first term on the Planning Board as an In-Town Alternate member.
  - Allison Boyd was appointed to serve a first term on the Recreation Advisory Committee.
  - Whitley Kate Moore was appointed to serve a two-year term on the Recreation Advisory Committee as a high school representative.
  - John Arthur Gaskins was appointed to serve a two-year term on the Recreation Advisory Committee as a high school representative.

7. New Hire Report

<u>Recently Hired</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Crew Leader	PW – Gen/Appearance	10-60-5500-5100-0200	\$20.97/hr. (\$43,617.60/yr.)
Police Chief	Police	10-20-5100-5100-0200	\$49.00/hr. (\$101,920.00/yr.)
Police Officer (BLET)	Police	10-20-5100-5100-0200	\$22.26/hr. (\$49,773.36/yr.)
P/T SRAC Staff - General	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.
P/T Athletic Staff	P&R – Recreation	10-60-6200-5300-0210	\$10.00/hr.

<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>
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Facility Maintenance Specialist	P&R – Recreation	10-60-6200-5100-0200
Fire Chief	Fire	10-20-5300-5100-0200
Police Officer	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

**8. Adoption of Resolution No. 738 (21-2023) Accepting the NCDEQ LASII ARPA Stormwater Grant Funding**

**TOWN OF SMITHFIELD  
RESOLUTION NO. 738 (21-2023)  
BY GOVERNING BODY OF RECIPIENT**

WHEREAS, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or stormwater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered LASII\_ARPA funding in the amount of \$500,000 to perform the work detailed in the submitted application, and

WHEREAS, the Town of Smithfield intends to perform said project in accordance with the agreed scope of work,

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

That the Town of Smithfield does hereby accept the ARPA grant offer of \$500,000; and

That the Town of Smithfield does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Funding Offer and Acceptance (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (State), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

That Michael L. Scott, Town Manager and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

- 9. Special Event: Ava Gardner Festival: Approval was granted to allow the Ava Gardner Museum to hold an event (movie) at the Neuse River Amphitheater on October 6, 2023 from 6:30 pm until 9:30 pm. Amplified sound was also approved. The Ava Gardner Festival was approved as an annual event.
- 10. Special Event: SSS Homecoming Parade: Approval was granted to allow Smithfield Selma High School to hold a homecoming parade on October 6, 2023 from 4:30 pm until 5:30 pm. Approval to close area roads was also approved.

**BUSINESS ITEMS:**

**1. Consideration and request for approval to adopt Ordinance No. 518-2023 creating a Social District in the downtown area**

Downtown Smithfield Development Corporation (DSDC) Executive Director Sarah Edwards address the Council on a request by the DSDC Board of Directors to create a Social District in the downtown area. She explained the following: the legislation that created social districts, the requirements enabling the social district, and the proposed downtown Smithfield social district.

A social district was a defined area in which a person could purchase alcohol from a permitted business permitted by the North Carolina ABC commission, and they are permitted to carry that alcohol within that

district. It could include both indoor and outdoor areas of businesses within or contiguous to the different area of the social district during the days and hours set by the local government. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments as well as public streets, crosswalks, or parking areas whether the streets or parking areas are closed to vehicle traffic.

The legislation enabling social districts was first introduced in September 2021, as a response to the COVID 19 pandemic. There was clarification in July of 2022 based questioned by a number of communities that enacted or were considering enacting a social district. Under the legislation, a city/town can adopt an ordinance to designate an area within the municipal limits as a social district. The local government can also eliminate that social district by ordinance after it's created.

More than 30 communities have established social districts. They have reported positive impacts for economic development, reasonable and responsible action by participants and increased foot traffic in their downtowns.

The social district requirements are clearly spelled out in the legislation. Requirements include: signage must be placed within the district that identifies its geographical location, days and hours in which alcohol can be consumed in the social district, the telephone number for the ALE Division and local law enforcement, and a clear statement that an alcoholic beverage purchased for consumption in a social district shall: only be consumed within the social district and be disposed of before the person possessing the alcoholic beverage exits the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased.

Social districts are only allowed to operate during hours defined under G.S. 18B- 1004: from 7:00 am until 2:00 am Monday - Saturday; and From Noon until 2:00 am on Sunday. If the local government has allowed for earlier Sunday sales, a social district may operate beginning at 10:00 am on Sunday. The local government can set the hours of the social district according to their community's needs. The local government may establish guidelines in their social district allowing for suspension of regular days and hours of alcohol consumption in all or part of a social district during events require special events ABC permits.

A local government creating a social district is required to establish management and maintenance plans for the social district and post these plans, along with a drawing of the boundaries and the applicable days and hours of the social district, on the local government's website. A social district must be maintained in a manner that protects the health and safety of the general public. A local government can delegate the management and maintenance of the social district to a private entity, such as a downtown development organization.

A local government was required to develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. A non-permittee participating in the social district and allowing alcohol on their premises is required to always display the uniform sign during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. The DSDC can create the signs for participating and non-participating businesses.

A local government may adopt an ordinance that allows consumers to bring an alcoholic beverage purchased at one ABC permittee onto the premises of another ABC permittee. But the DSDC was not requesting to allow consumers to bring alcoholic beverage purchased at one ABC permittee onto the premises of another ABC permittee. After the Council adopts an ordinance creating the social district, it must submit to the North Carolina Alcoholic Beverage Control (ABC) Commission a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed. Any business in the social district that holds any type of ABC permit, can sell alcohol to be consumed in the social district.

Alcoholic beverages sold to be consumed in a social district must be sold in a container that meets all the following requirements: The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased, the container clearly displays a logo or mark that is unique to the social district in which it will be consumed, the container is not made of glass, the container displays, in no less than 12- point font, the statement "Drink Responsibly - Be 21", and the container cannot hold more than sixteen fluid ounces. In speaking with Captain Grady, he felt that printed cups instead of stickers was better and more enforceable.

A person can only possess and consume alcoholic beverages purchased from an ABC permittee located in,



or contiguous to, the social district. A person cannot bring their own personal beer or wine into the social district for consumption. A person, including a customer who is in possession of an open container of an alcoholic beverage, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law. Any alcoholic beverages consumed in the social district must be consumed from the required container as previously described, and cannot be poured into another container. Alcoholic beverages shall only be possessed and consumed in the social district during the days and hours set by the town. Alcoholic beverages may only be taken into businesses that have signage indicating that alcoholic beverages are allowed in their business.

The sale and delivery in a social district are subject to the same limitations for sales and deliveries of alcohol in North Carolina: No more than two malt beverages or wine drinks at one time to a single patron and no more than one mixed beverage or spiritous liquor drink at one time to a single patron. A person is required to dispose of any alcoholic beverage in the person's possession prior to exiting the social district.

A social district does not create a right for people to break laws. It doesn't encourage people to be drunk in public or overconsume. It does not encourage underage drinking. It doesn't allow people to bring their own alcohol to the social district.

A social district is an economic development tool that encourages people to extend their stay in our downtown. Additional foot traffic downtown improves safety and has a positive economic impact on our small businesses. A social district is another amenity to encourage people to visit our downtown.

The recommendations from the DSDC Board of Directors are as follows:

- Social District Hours would be 10:00am until 10:00pm Monday-Sunday,
- Boundaries would include the downtown core: Market Street between the Neuse River and Fourth Streets, 100 blocks of N. and S. Third Street, and the Neuse River Amphitheater
- Businesses would have the opportunity to opt into participating in the social district, and allowing people to bring alcohol purchased from a permitted business into their non- permitted business.

For the management of the social district, the DSDC will: work with the downtown business community and Town staff to implement the social district, design & provide signage for the Downtown Smithfield Social District, purchase signage for the Downtown Smithfield Social District Design signage for businesses selling alcoholic beverages within the social district, businesses allowing customers to bring in alcoholic beverages purchased within the social district and businesses not allowing customers to bring in alcoholic beverages purchased within the social district.

The DSDC will also provide facilitate the design of containers that meet the requirements of North Carolina law, and sell social district containers to entities holding a winery, malt beverage, and spirituous liquor special event permits and mixed beverages catering permit who want to conduct sales within the social district during special events.

The DSDC will further maintain a Social District page on the DSDC website that can be linked to the Town's website, work with Town staff to respond to needs that arise from the social district, work with Town staff and downtown businesses to evaluate the social district and any changes that are needed, and provide a report six months after district creation regarding the impacts of the social district, as well as any identified issues.

As for liability, the businesses that hold ABC permits are ultimately responsible for the people they are serving. If they choose to overserve a customer, their ABC permit could be in jeopardy.

Mayor Pro-Tem Dunn questioned if he purchased a beverage from one business could he not enter another business within the social district that also sold alcoholic beverages. Ms. Edwards responded that was correct.

Mayor Pro-Tem Dunn stated that several areas in the proposed social district encompassed parking lots. He questioned what measures would be put into place to ensure that customers weren't refilling their approved social district cups with their own beverages. Ms. Edwards responded that was a question better answered by Police personnel. She further stated she believed the Police Department would investigate the matter.

Councilman Lee expressed his concerns about the potential issue raised by Mayor Pro-Tem Dunn.

Councilman Wood questioned if there would be a dedicated Police Officer assigned to the social district in the

event any issues arise. Ms. Edwards responded the proposal did not include a dedicated officer. Councilman Wood further expressed his concerns because he felt a dedicated officer should be assigned to the social district.

Mayor Moore stated that while he understood Councilman Wood's concerns, a Police Officer was not required to be in every establishment that sold alcohol.

DSDC Chairperson Troy Bridle stated he did not believe by establishing a social district it would cause people to start drinking from 10 am until 10 pm every day. The purpose of those hours was to make it consistent with the current hours businesses with ABC permits were able to sell alcohol. As a business owner, they were ultimately responsible for their consumers. If someone takes an approved social district cup and refills it in a parking lot, then the business assumes the risk not the Town.

Mayor Pro-Tem Dunn questioned if the hours of the social district could be modified. Ms. Edwards responded that the goal was to have consistent hours to make it easier to manage, but the Council could modify the hours.

Councilman Wood clarified his original question about security in the social district. He questioned if a dedicated officer would be required in the social district for events. Ms. Edwards responded that for any event whereby alcohol was served, security was required.

Councilman Wood stated he would not like for alcohol to be served during the Ham and Yam Festival since it was a family event. Ms. Edwards responded that for the Ham and Yam Festival, they could consider doing a beer/wine garden that was cordoned off from the other attraction and monitored by security.

Mayor Moore questioned how many establishments within the social district currently had ABC permits. Ms. Edwards responded there were six businesses within the social district that had ABC permits.

Councilman Barbour provided data from the UNC Injury Prevention Research Center concerning social districts. He read the following excerpt

*"Over time these alcohol social districts may also indirectly impact other alcohol environment dynamics, including: increasing outlet density, expanding hours of sale, more alcohol promotions, and increasing exposure of youth and adults to advertising and cultural normalization of alcohol use. Why should we care? Changes to alcohol policy can have real, measurable public health impacts. Seemingly "small" changes - like increasing hours of sale, advertising, or adding a few more alcohol selling businesses in an area - have been measured as negatively impacting alcohol-related car crashes, chronic diseases, violent crime, and deaths, largely through the pathway of enabling easier excessive alcohol consumption of adults and youth. These health impacts also have huge social costs. Alcohol costs North Carolina over \$7 billion dollars at the last estimate in lost productivity, healthcare costs, criminal justice expenses, and motor vehicle crash costs. Although considered a motivation for alcohol social district development, increased business revenue and downtown foot traffic may not offset the enforcement and public health costs of expanding access to alcohol. The Center for Disease Control and Prevention Community Guide 1 summarizes the researched impacts of alcohol laws and policies on health. There is little known (yet) on the impact of social alcohol districts by name. However, breaking social alcohol districts down into their direct and indirect impacts, here's what we know: Increased alcohol outlet density negatively impacts health. Social districts may promote new alcohol-centered businesses, increasing outlet density. Increased hours of sale (such as adding happy hours) negatively impact health. This includes independent efforts to expand happy hours, and any downstream impacts to promote alcohol sales by expanding hours in social districts. Price discounts and promotions negatively impact health. These make it easier to purchase larger quantities of alcohol at the same time. Youth are sensitive to alcohol advertising, normalizing, and exposure. Proximity of social districts to schools and teen social areas can negatively impact youth drinking behaviors. Increasing excessive alcohol consumption has a high social cost. While proponents of social alcohol districts may claim it will increase local business or tax revenue, that is yet to be shown. However, it is known that alcohol-related harms cost local NC communities over 10 billion each year. People in recovery can be particularly sensitive to increased promotion and normalization of drinking. Alcohol related harms and policies often disproportionately impact Black, Indigenous, and People of Color (BIPOC) communities."*

Councilman Barbour explained that while everyone was speaking about the positives of establishing a social district, no one was speaking about the negatives.

Councilman Lee questioned why the Town of Clayton who currently has a vibrant downtown has not

established a social district. He further questioned how establishing a social district would increase the economic development of the downtown. He further expressed his concerns about traffic on Market Street and the potential hazard of those partaking in the social district. He questioned who would be policing those people that didn't adhere to the rules and regulations of the social district. Ms. Edwards responded that it was the responsibility of the business owner to make sure they are not overserving or serving someone who was intoxicated. She further responded that the Town of Clayton was considering establishing a social district. The DSDC will follow the examples of many successful cities to ensure that the social district was not detrimental to the downtown area.

Mayor Pro-Tem Dunn questioned if the DSDC had received any feedback from the businesses that do not currently sell alcohol. Ms. Edwards responded that she spoke with all the businesses on Market Street and did not receive any negative feedback.

Mayor Pro-Tem Dunn further questioned how difficult it would be to expand the social district or amend the days and/or hours of the social district. Ms. Edwards responded there were not any plans to expand the district because once you pass Fourth Street, it did not make sense for the social district to go any farther.

Mayor Pro-Tem Dunn questioned why North Third Street was included in the proposed district. Ms. Edwards responded that area was included because of the potential for businesses in that area. He further questioned if the parking lot behind the library was included in the social district. Ms. Edwards responded it would not be included.

Councilman Stevens stated the point of the social district was to get more people downtown and get them to stay downtown. The businesses needed the support of foot traffic in downtown.

Mayor Pro-Tem Dunn suggested amending the days and/or hours of the social district. It was suggested that the hours could be 12 pm until 10 pm instead of 10 am until 10 pm. He further suggested a more conservative plan as a trial period.

Mayor Moore explained to the Council that since this was considered the first reading of the ordinance, the motion to approve would have to pass by a 2/3 majority of the Council; therefore, five votes in the affirmative would be needed to adopt the ordinance.

Councilman Stevens questioned if the ordinance was not adopted at this meeting, would it not be brought back for consideration. Mayor Moore responded that it could be brought back for consideration and would only need a simple majority to adopt the ordinance.

Councilman Stevens made a motion, seconded by Councilman Wood, to adopt Ordinance No. 518-2023 creating a social district with the amended hours of 12 pm until 10 pm. Councilman Stevens, Councilman Wood, Mayor Pro-Tem Dunn and Councilman Rabil voted in favor of the motion. Councilman Lee and Councilman Barbour voted against the motion. Motion failed.

*Since this was the first reading of the ordinance a 2/3 majority of the Council was needed which equated to five members voting in the affirmative. Motion failed due to only four members voting in the affirmative.*

## **2. Discussion concerning trash services for the downtown area**

Town Manager Michael Scott addressed the Council on the issue of trash in the downtown area. He explained that at some point in history, it has been reported there were discussions between the downtown businesses and government leaders permitting businesses in the 100 block of South Third Street and the 200 and 300 blocks of Market Street to set their trash products on the sidewalk or inside the pedestrian cans for no charge pick-up. This may have occurred during the last street scape project when the power lines were buried in the downtown area. History has clouded this issue and the Town has no council meeting minutes it can locate regarding this matter.

The trash has become out of control and was creating a nuisance in this area of downtown and the matter requires formal changes. Staff was recommending that businesses in this area be permitted to become sanitation customers at a cost, and within the requirements of, what is approved in the fee schedule each year. Back door pick-up however would not be available at these locations. Participating businesses would be required to bring their trash cans to the curb the morning or prior evening of their trash day and return their

cans to behind their businesses following morning pick-up. All materials must be in a designated receptacle. All other materials, such as construction debris, plastic, appliances, furniture, yard debris, hazardous materials, grease, or electronic equipment must be disposed of by other means and was the responsibility of the business owner. Participating businesses would not be charged the yard waste fee.

Leaving business trash, such as bags and boxes outside a designated trash receptacle would become unlawful and would be considered littering.

Businesses would not be required to use Town services and would be permitted to have a dumpster from a private sanitation company or receptacle pick-up from a private sanitation company, as long as trash receptacles are not left on the street or sidewalk during normal business hours or on the weekends from 8:00 am to 5:00 pm. New customers would be required to sign-up for this service and would be invoiced as part of their monthly utility billing.

The Town Manager stated staff believed they could manage these new sanitation customers. Some of the pedestrian trash can could be removed from the middle of the blocks making it less likely for the businesses to use the cans or new cans could be purchased with secured lids.

Mayor Pro-Tem Dunn stated that if only two businesses were using the sidewalk trash cans then they should be informed that practice was no longer permitted. The Town Manager responded the businesses using the sidewalk cans believe they are allowed to use them for their business.

Councilman Stevens questioned if there was adequate storage for the trash can behind the businesses. The Town Manager responded that he and Public Works Director Lawrence Davis walked the area to determine if there was adequate storage and there was.

Mayor Moore questioned if the trash would be collected once a week. The Town Manager responded it would be collected once a week. The businesses would have the option to have more than one trash can, but they would be charged for each can.

Mayor Pro-Tem Dunn asked if the Town Manager envisioned this would be an issue for other commercial businesses in the downtown area since the same service was not being offered to all commercial businesses. The Town Manager responded staff was only trying to deal with the businesses that felt they were awarded some type of benefit from a previous council. If you weren't one of those businesses, the Town was not going to offer trash services to other commercial businesses. Staff was trying to solve a problem in the downtown area.

Mayor Moore stated he was forwarded some photos of the trash cans and the area was becoming unsightly.

Councilman Barbour made a motion, seconded by Mayor Pro-Tem Dunn, to permit sanitation services to businesses downtown that face the 200 and 300 blocks of Market Street and the 100 block of South Third Street rather than leave their trash product on the sidewalk or in the pedestrian cans. Unanimously approved.

### **3. Consideration and request for approval to adopt Ordinance No. 517-2023 repealing and enacting speed limits on NC 210 in Smithfield**

Planning Director Stephen Wensman addressed the Council on a request to adopt Ordinance No. 517-2023 for speed limits in the Town. Mr. Wensman explained at the August Town Council meeting, the Council asked Staff to request a speed limit change on West Market Street between the Neuse River Bridge and NC Highway 210 from 45 miles per hour to 35 miles per hour. The NCDOT reviewed the issue and agreed to the change.

The ordinance repeals the 45 MPH speed limit between the Neuse River Bridge and M. Durwood Stephenson Parkway and replaces it with a 45 MPH speed limit from the NC Highway 210 to M. Durwood Stephenson Parkway, the remainder of West Market Street between NC Highway 210 and the Neuse River Bridge therefore defaults to the local speed limit of 35 MPH.

The Council needed to adopt the attached ordinances to make the reduced speed limit changes effective.

Mayor Moore questioned if the speed limit would be reduced from 45 mph to 35 mph from Marin Woods

subdivision on NC 210 to the Neuse River Bridge. Mr. Wensman stated that was correct.

Councilman Barbour made a motion, seconded by Councilman Wood, to adopt Ordinance No. 517-2023. Unanimously approved.

TOWN OF SMITHFIELD  
ORDINANCE NO. 517-2023

AN ORDINANCE CONCURRING WITH THE NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION FOR SPEED LIMIT REVISIONS INSIDE THE CORPORATE LIMITS OF  
SMITHFIELD, NORTH CAROLINA

WHEREAS, the Town of Smithfield requested from the North Carolina Department of Transportation for the approval of certification ordinance implementing speed limit modifications on certain state roads within the Corporate Limits; and

WHEREAS, the Town and the State must concur in this action to modify the speed limits on any state highway located within the limits of the town; and

WHEREAS, the Town Council desires to cooperate with the Department of Transportation in the designation of speed limit modifications as requested.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, NORTH CAROLINA:

Section 1. Based upon the authority granted by GS 20-141(f), the speed zone modifications proposed by the Department of Transportation (DOT) are hereby approved as follows:

DECLARE THE FOLLOWING SPEED LIMITS ON NC 210

Speed Limit	Route	Description
35 MPH	NC 210	Between 0.18 mile east of SR 1010 and US 70.

RESCIND THE FOLLOWING SPEED LIMITS ON NC 210

Speed Limit	Route	Description
45 MPH	NC 210	NC 210 from a point 0.18 mile east of SR 1010, eastward for 1.12 mile in Smithfield

Section 2.

DECLARE THE FOLLOWING SPEED LIMITS ON US 70 Business

Speed Limit	Route	Description
45 MPH	US 70 BUS.	Between 0.28 mile east of SR 1969 and NC 210

RESCIND THE FOLLOWING SPEED LIMITS ON US 70 Business

Speed Limit	Route	Description
45 MPH	US 70 BUS.	From a point 0.28 mile east of SR 1969, eastward to a point 0.50 mile east of NC210

Section 3. The Town Clerk is hereby authorized and directed to cause this Ordinance, and the attached DOT ordinance certifications as ATTACHMENTS A - D, to be certified and forwarded to the Department of Transportation for its use and files for purposes effectuating the stated speed zone modifications.

Section 4. The Town Manager or his designees are hereby authorized to execute the applicable documents associated with this ordinance.

Section 5. This ordinance shall become effective upon its adoption and approval both by Town and Department of Transportation.

**4. Consideration and request for approval to restructure the Police Department by adding a**

## **Deputy Chief position and eliminating the vacant Captain Position**

Mayor Moore stated this item was removed from the consent agenda at the request of Councilman Lee.

Councilman Lee questioned if the Police Department ever had a Deputy Chief position. Town Manager Michael Scott responded the department has never had this position.

Councilman Lee further questioned if the Chief had someone in mind for the newly created position. Chief of Police Pete Hendrick responded that in his short time with the Police Department he has been encouraged. He stated that while they were down a significant amount of manpower, there were good men and women that remained with the agency. He stated he was going to concentrate on hiring quality people quickly. Having a Deputy Chief with experience enabled him to be able to concentrate on hiring qualified candidates. He further stated this was a common practice.

Councilman Barbour made a motion, seconded by Councilman Lee, to approve the restructuring of the Police Department by adding a Deputy Chief position and eliminating the vacant Captain position. Unanimously approve.

### **Councilmembers Comments:**

- Councilman Barbour informed the Council that the Third Annual Drone Fly In event would be held in October. He encouraged everyone to attend.
- Councilman Lee expressed his appreciation to the Town Manager and the Planning Department for adding Smithfield Selma High School's request for a Homecoming Parade to the agenda. He encouraged all alumni to participate or help in any way. Councilman Lee stated he was informed by a resident who participated in the CDBG Housing rehabilitation program that she was treated unprofessionally by members of Town staff. He requested that Skip Green attend the October meeting to provide an update on the project.
- Mayor Pro-Tem Dunn welcomed the Chief of Police to Smithfield and looked forward to working with him. Mayor Pro-Tem Dunn stated the area on Buffalo Road near the soccer park was unsightly. He questioned if NCDOT was responsible for maintaining the grass in the area. Mayor Pro-Tem Dunn further stated that there was empty space on the back sides of the pedestal Wayfinding signs. He questioned if something could be done to enhance that side of the sign. The Town Manager responded that he could take this suggestion to the Wayfinding sign committee.

### **Town Manager's Report:**

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

- With the anticipated increase in temperatures this week, we are leaving the splash pad open until such time as the temperatures cool. The splash pad was scheduled to close for the season on Labor Day.
- The lights included in this year's budget for the dog park have been constructed and are operational. The remaining items in the budget for the dog park will be constructed this fall.
- Smithfield Selma Highschool will be holding their 9-11 memorial service event this year on September 11th. The time is uncertain, however traditionally the time has been 7:30 am.
- All fall Parks and Rec sports are scheduled to begin this week. The Fall swim program also begins this week.

### **Closed Session: Pursuant to NCGS 143-318.11 (a) (3) & (6)**

Councilman Barbour made a motion, seconded by Councilman Stevens, to go into Closed Session pursuant to the aforementioned statute. Unanimously approved at approximately 9:14 pm.

### **Reconvene in Open Session**

Councilman Barbour made a motion, seconded by Councilman Wood, to reconvene the meeting in Open

Session. Unanimously approved at approximately 10:20 pm

No action taken following the Closed Session.

**Adjourn**

Councilman Barbour made a motion, seconded by Councilman Wood, to adjourn the meeting. The meeting adjourned at approximately 10:21 pm.

\_\_\_\_\_  
M. Andy Moore, Mayor

ATTEST:

\_\_\_\_\_  
Shannan L. Parrish, Town Clerk

DRAFT

The Smithfield Town Council met in Special Session on Wednesday, September 13, 2023 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Mayor Pro-Tem, John Dunn  
Sloan Sevens, District 2  
Stephen Rabil, At-Large  
Roger Wood, At-Large

Councilmen Absent

Marlon Lee, District 1  
Travis Scott, District 3  
Dr. David Barbour, District 4

Administrative Staff Present

Michael Scott, Town Manager  
Ted Credle, Public Utilities Director

Also Present

Bob Spence, Jr., Town Attorney

**Call to Order**

Mayor Moore called the meeting to order at 6:34 pm

**Closed Session Pursuant to NCGS 143-318.11 (a) (3)**

Councilman Wood made a motion, seconded by Councilman Rabil, to enter into Closed Session pursuant to the aforementioned statute. Unanimously approved at 6:35 pm.

**Reconvene In Open Session**

Councilman Wood made a motion, seconded by Councilman Rabil, to reconvene in Open Session. Unanimously approved at 7:05 pm.

**Action Taken Following Closed Session**

Councilman Stevens made a motion, seconded by Councilman Wood, to approve both the Waste Water agreement presented to the Council and the Municipal Funding Agreement with Johnston County and to withdraw the previous vote to take legal action against the County for breach of contract. Unanimously approved.

Mayor Moore explained a media release would be sent out on Thursday, September 14, 2023 outlining the Council's decision on this matter.

Councilman Wood stated he felt that being intentional and patient paid off for the tax payers.

Mayor Moore made mayoral comments regarding the process undertaken to improve communication between the Town and the County regarding the permit allocation for Home2Suites and the final consensus of the new sewer allocation contract.

**Adjourn**

Councilman Wood made a motion, seconded by Councilman Rabil, to adjourn the meeting. The meeting adjourned at approximately 7:15 pm.

ATTEST:

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M. Andy Moore, Mayor

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Shannan L. Parrish, Town Clerk





# Request for Town Council Action

**Consent  
Agenda  
Item:** Application  
for  
Temporary  
Use Permit  
**Date:** 10/03/2023

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**Subject:** End of Season Bash  
**Department:** Planning Department  
**Presented by:** Planning Director – Stephen Wensman  
**Presentation:** Consent Agenda Item

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## Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold their End of Season Bash on October 14, 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
3. Food Truck Vendor Information
4. Event Area Map
5. Event Flier



# Staff Report

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

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Bulldog Harley-Davidson is requesting to hold their End of Season Bash at 1043 Outlet Center Drive on October 14, 2023 from 10:00 am to 4:00 pm. This event will be raising money for Fresh Start Rescue. Live music by Sammy Kershaw will be played beginning at 10:00 am. Food, goods and beer will be sold. NC Special Police, LCC will be present for security. More than 100 people are expected to attend.



## 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](mailto: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) \_\_\_\_\_

<b>End of Season Bash</b>	1043 Outlet Center Drive Smithfield 27577 (Bulldog Harley-Davidson)
Name of Event _____	Location of Event/Use (exact street address) _____

### APPLICANT:

Name Taylor Forrester

Address 6626 Vaughn Road Fayetteville NC 28304

Phone number 910-733-9660

Email address taylor.f@bakeramericacycles.com

Event date Saturday Oct 14 2023

Event start time 10:00 AM

Event set up time 8:30 AM

Sound Amplification Type Live Band

Sound Amplification Time 10:00 AM

### PROPERTY OWNER:

Name Carson Baker

Address 1508 Hope Mills Road Fayetteville NC 28304

Phone number 910-734-8509

Email address carson@bulldogharleydavidson.com

Will alcohol be sold or served?  or N

Event end time 4:00 PM

Event cleanup time 4-6:00 PM

Will food or goods be sold?  or N

# Food Trucks (if applicable) 5 (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

Are event trash cans needed? Y or  N How many? We will provide

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

We are hosting a live concert event featuring Sammy Kershaw to raise money for  
Fresh Start Rescue and bring the community together! We will have lots of local vendors, food trucks, beer, and music.

**Temporary Use Submittal Checklist:**

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

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

Payment Received By: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

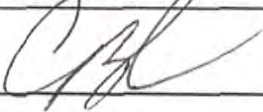
Taylor Viane                      Taylor Viane                      9/13/23  
Applicant's Name (Print)              Signature                      Date

Planning Director Signature: Stephen Wern                      Date: 9/19/23

**OWNERS AUTHORIZATION**

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

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

Property owners name (print) Carson Baker  
Address 1508 Hope Mills Road Fayetteville NC Zip 28304  
Phone number 910-734-8509 Email carson@bulldogharleydavidson.com  
Signature:  Date: 9/13/23

**OWNER'S CONSENT FORM**

Name of Event: Homegrown Harley Honkey-Tonk Submittal Date: 7/12/2023

**OWNERS AUTHORIZATION**

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

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

    
Signature of Owner Print Name Date

Name of Establishment: SKULLIES STREET Q Permittee: CATHERINE LONG  
 Location Address: 1216 PARKWAY DR Manager/Person in Charge: \_\_\_\_\_  
 City: GOLDSBORO State: NC Zip: 27534 County: Wayne  
 Billing Name: \_\_\_\_\_ Status Code: A - Open For Business  
 Billing Address: \_\_\_\_\_ Establishment ID: 6096030092  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Map #: \_\_\_\_\_ Parcel ID: \_\_\_\_\_  
 Email Address: tarheels197555@gmail.com Lat: 35.383254 Long: -77.934904  
 Phone: (919) 394-3978 Fax: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

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

Wastewater Systems:  Municipal/Community  On-Site System Capacity: \_\_\_\_\_ Category #:  2  
 Water Supply:  Municipal/Community  On-Site System  
 Pushcart/Mobile Food Unit operating in conjunction with: WHAT'S THE DILLA COMMISSARY / 6096150007  
 Restaurant or Commissary Name and ID number

**Conditions/Remarks:**

Conditions: Cook to serve items only. No food prep on MFU.

Remarks:

Attachments

**Transitional Permit Conditions**

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

Received By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager/Person in Charge  
 Signed By: Lewis, Scott REHS#: 1539 Date: 04/19/2018  
 Division of Public Health

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

PERMIT/TRANSITIONAL PERMIT FOR PUSHCART OR  
MOBILE FOOD UNIT

A  Permit  Transitional Permit is hereby issued to:

Al-Samad Bilal Mama Nemis Creek Soul (Lic# 814)  
Owner or Operator

10125 Division Dr. Raleigh NC 27603  
Address

2612 Shephard Valley St, Raleigh NC 27610  
Address

Mailing Address Al-Samad Bilal 919-758-7953  
919-423-6034 samadbilal77@yahoo.com

operating in conjunction with

Raleigh Commissary 04092150002  
Name of Restaurant or Commissary I.D. Number

10125 Division Dr. Raleigh NC 27603  
Address

Contact: Doug Rollins 919-614-0701  
Address

Mailing Address

to operate a  Pushcart  Mobile Food Unit County Wake

Date 03/02/21 Signed Hebece Robbins Agent  
Division of Environmental Health

This Permit must be posted on the Pushcart or Mobile Food Unit during operating hours. A permit may be suspended or  
revoked for failure to comply with "Rules Governing the Sanitation of Food Service Establishments" (15A NCAC 18A .2600).

MFU = mobile food unit; Any menu, equipment, or construction changes must have  
Commissary = Comm Prior approval from Wake Co. Env. Services. MFU must be  
Conditions or Remarks:

taken to comm each operational day for cleaning <sup>services</sup> and supplies. MFU owner must  
provide local health dept/env services with operational locations, dates, and times prior to  
setup. Produce must be washed out in comm prior to placing on MFU. Utensils must be  
small enough to submerge in 3 comp sink. Menu limited to: Shrimp Po  
Boy and Chicken tenders (both frozen prebreaded), Pulled Pork Po  
Boy (commercial precooked pork), french fries and onion rings (commercial  
frozen), cole slaw and potato salad (commercially premade), canned/  
bottled drinks. No breading allowed on MFU. No cooking or storage allowed

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

DENR 2901 (Revised 07/05)  
Environmental Health Services Section (Review 07/08)

SPARTAN CARGO TRAILERS LLC 016120R MAN UIN# 5JXBE2420 LA015214 Lic# AI-24923

NC Department of Health and Human Services  
Division of Public Health  
Environmental Health Section

Permit  Transitional Permit  
Date: 07/20/2020

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

Location Address: 2104 ANGIER AVE

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

Billing Name: THE LATIN EFFECT LLC County: Durham

Billing Address: 1013 FRISCO CT

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

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

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

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

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

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

Cashcart/Mobile Food Unit operating in conjunction with: JOES COMMISSARY Restaurant or Commissary Name and ID number

Conditions/Remarks:

Establishment assigned to: 2828-Wooten, Chelsea

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

Attachments

Transitional Permit Conditions

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

Received By: Alberto Ch... Title: OWNER Date: 07/20/2020  
Manager/Person in Charge

Signed By: Dustin Fenske REHS#: 1916-Fenske, Dustin Date: 07/20/2020  
Division of Public Health

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



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

PERMIT       TRANSITIONAL PERMIT

Date: 02/07/2023

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

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

Permission is granted to operate a Mobile Food Units as defined in G.S. 130A-247(1) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater System:  Municipal/Community     On-Site System    Capacity 0    Category #  0  1  2  
 Water Supply:  Municipal/Community     On-Site Supply     3  4  
 Pushcart/Mobile Food Unit operating in conjunction with: Waffle Station / 04051011580  
 Restaurant or Commissary Name and ID Number

**Conditions/Remarks:**

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

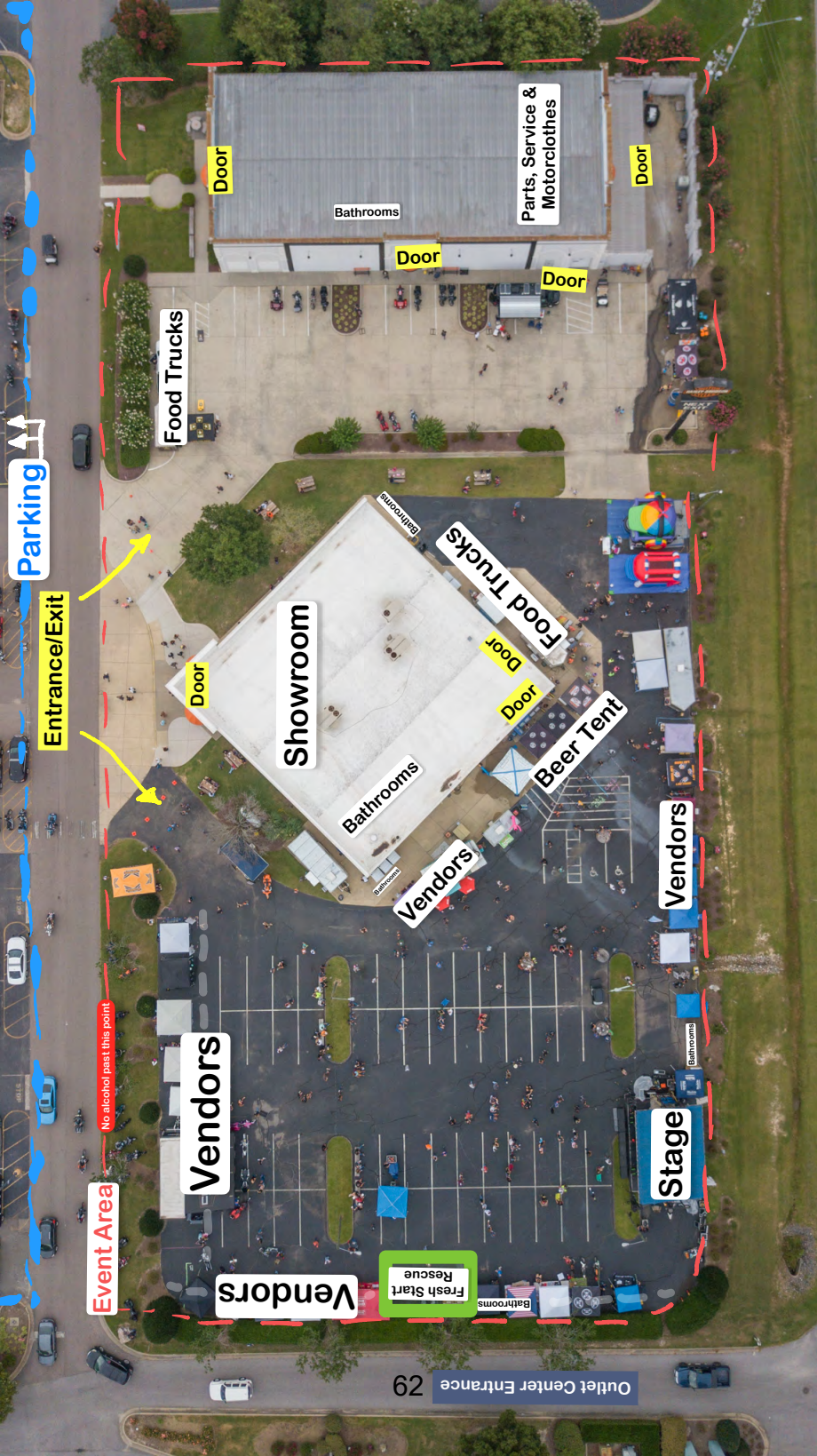
ATTACHMENTS

**Transitional Permit Conditions**

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

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

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(4) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule E.B.6, for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: 1632 Mail Service Center, Raleigh, NC 27699-1632, (Counter 52-01-00) EHS 1341 (Revised 07/12) Environmental Health Section



Parking

Entrance/Exit

Event Area

No alcohol past this point

Vendors

Vendors

Fresh Start  
Rescue

Vendors

Stage

Vendors

Beer Tent

Showroom

Food Trucks

Food Trucks

Parts, Service &  
Motorclothes

Outlet Center Entrance

92

# END OF SEASON BASH!

*Cruisers, Chrome & Kershaw*



## SAMMY KERSHAW

VENDORS, FOOD TRUCKS, LIVE MUSIC & MORE!

October 14th 10 AM - 4 PM

LIVE MUSIC  
MECHANICAL BULL  
AXE THROWING  
VENDORS  
FOOD TRUCKS  
COLD BEER  
& MORE!



FOLLOW US ON SOCIAL MEDIA!  
@bulldogharleydavidson #bulldogharleydavidson



Bulldog Harley-Davidson  
1043 Outlet Center Drive  
Smithfield NC 27577  
919-938-1592  
www.bulldogharleydavidson.com

RSVP  
HERE!







# Request for Town Council Action

**Consent  
Agenda  
Item:** Application  
for  
Temporary  
Use Permit  
**Date:** 10/03/2023

---

**Subject:** Day of Awesomeness  
**Department:** Planning Department  
**Presented by:** Planning Director – Stephen Wensman  
**Presentation:** Consent Agenda Item

---

## Issue Statement

Innovation Academy would like to hold Day of Awesomeness at the Sarah Yard Center on October 20, 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**

---

Innovation Academy would like to hold Day of Awesomeness at the Sarah Yard Center on October 20, 2023 from 8:00 am to 2:00 pm. Students will experience bounce houses, relay races and more. This event will be for students in grades 6<sup>th</sup> through 8<sup>th</sup>. Each grade level will have designated times to experience the fun. Pelicans snow cone truck will be selling snow cones. Amplified sound will be used in the form of a portable speaker.



## 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](mailto: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) \_\_\_\_\_

<b>Day of Awesomeness</b>	Sarah Yard Community Center, 909 East Lee Street Smithfield NC, 27577
Name of Event	Location of Event/Use (exact street address)

### APPLICANT:

Name Innovation Academy

Address 521 Martin Luther King Dr. 27577

Phone number 919-934-6481

Email address stephenbarnett@johnston.k12.nc.us

Event date 10/20/23

Event start time 8:00am

Event set up time 8:00am

Sound Amplification Type Portable Speaker

Sound Amplification Time 8:00 - 2:00

### PROPERTY OWNER:

Name Town of Smithfield

Address 909 East Lee Street Smithfield NC 27577

Phone number \_\_\_\_\_

Email address \_\_\_\_\_

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

Event end time 2:00pm

Event cleanup time 2:00pm

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

# Food Trucks (if applicable) 1 (Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

Are event trash cans needed? Y or N How many? 0

Please provide a detailed description of the proposed temporary use or special event:  
School celebration with music and bounce houses.

**Temporary Use Submittal Checklist:**

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

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

Payment Received By: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

Stephen Barnett      *Stephen Barnett*      9-18-23  
Applicant's Name (Print)      Signature      Date

Planning Director Signature: *Stephane Weir*      Date: 9-19-23





# Request for Town Council Action

Consent  
Agenda  
Item: Special  
Event  
Date: 10/03/2023

---

Subject: Special Event/Trunk or Treat  
Department: General Government  
Presented by: Town Manager – Michael Scott  
Presentation: Consent Agenda Item

---

## Issue Statement

The First Baptist Church of Smithfield is requesting to close the 400 block of East Johnston Street on October 29<sup>th</sup> from 3:00 pm to 6:30 pm for a truck or treat event.

## Financial Impact

None

## Action Needed

Approve request for event and street closure.

## Recommendation

Approve request for event and street closure.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Temporary Permit Application



# Staff Report

Consent  
Agenda  
Item: Special  
Event

---

First Baptist Church of Smithfield is requesting to hold a trunk or treat event on Sunday, October 29<sup>th</sup> from 3:00 pm to 6:30 pm. The event will necessitate the temporary closure of the 400 block of East Johnston Street. Up to two food trucks are also scheduled to participate in the event.

Staff is recommending the approval of the event. See temporary permit request for additional information.



# 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](mailto: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
  - Involve: Food Trucks
  - Requires Security (potential safety, security concerns)
  - Involve: structures larger than 200 square feet and canopies larger than 400 square feet
  - Involve: 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) \_\_\_\_\_

Trunk or Treat- First Baptist Church S	125 S. Fourth St. Smithfield NC
Name of Event	Location of Event/Use (exact street address)

### APPLICANT:

Name Sloan Stevens

Address 1206 Chestnut Dr

Phone number 9196311781

Email address Sloan.Stevens@Smithfield

Event date October 29th 2023

Event start time 4pm

Event set up time 3pm

Sound Amplification Type No

Sound Amplification Time \_\_\_\_\_

### PROPERTY OWNER:

Name First Baptist Church Smithfield

Address 202 S. Fourth St.

Phone number 919-934-9771

Email address Kristen@fbcsmithfield.com

Will alcohol be sold or served? NO

Event end time 6:00 pm

Event cleanup time 6:30 PM

Will food or goods be sold? NO

# Food Trucks (if applicable) 2 (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).

*\* Food Trucks are exempt due to only using Pre Package Products*

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

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

If any town streets require closure, please list all street names. E. Johnston St., Between 4th St. and 5

Are event trash cans needed? Y or N How many? 0

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

Communtiy Outreach Event for First Baptist Church in Smithfield. Trunk or Treat

**Temporary Use Submittal Checklist:**

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

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

Payment Received By: N/A

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

STEWART STEVENS for 1st Baptist 9/25/23  
Applicant's Name (Print) Signature Date

[Signature] 9/25/23  
Planning Director Signature: Date: Town Manager

**OWNERS AUTHORIZATION**

I hereby give CONSENT to Sloan Stevens (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) First Baptist, Pastor Kristen Tucker  
Address 202 S. Fourth St. Smithfield NC Zip 27577  
Phone number 919-934-9771 Email Kristen@fbcsmithfield.org  
Signature: [Handwritten Signature] Date: 9/25/2023

**OWNER'S CONSENT FORM**

Name of Event: Trunk or Treat @ FBC Smithfield Submittal Date: 9/25/23

**OWNERS AUTHORIZATION**

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

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

[Handwritten Signature] Kristen Tucker 9/25/2023  
Signature of Owner Print Name Date





# Request for Town Council Action

**Consent  
Agenda  
Item:**  
**Date:** 10/03/2023

**Application  
for  
Temporary  
Use Permit**

---

**Subject:** Holiday Kickoff Christmas Bazaar  
**Department:** Planning Department  
**Presented by:** Planning Director – Stephen Wensman  
**Presentation:** Consent Agenda Item

---

## Issue Statement

The Council is being asked to allow Terri Bilott of the Twisted Willow to hold a Holiday Kickoff Christmas Bazaar on November 11, 2023 in the 100 block of South Third Street.

## Financial Impact

Police check-ins from time to time. No significant costs to the Town.

## 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**

---

Terri Bilott of the Twisted Willow Store, is requesting to hold a Holiday Kickoff Christmas Bazaar in the 100 Block of South Third Street on November 11, 2023 from 10:00 am to 4:00 pm. **This event will be similar to the Farmer's Market and held in the same location. They will have premade desserts for sale and food trucks. A busker will perform between 10:00 am and 4:00 pm and appropriate music will be played through a speaker system to further the experience.**





# 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](mailto: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>Holiday Kickoff Christmas Bazaar</u> Name of Event	<u>100 Block of South Third St.</u> Location of Event/Use (exact street address)
--	---

### APPLICANT:

Name Terri Bilott

Address 119 South Third St

Phone number 919 817 0010

Email address The Twisted Willow 2021@gmail.com

Event date 11/11

Event start and end time 10 AM - 4 PM

Event set up and clean up time 8:30 AM -

Sound Amplification Type Speaker - Band

Sound Amplification Times 10 AM - 4 PM

### PROPERTY OWNER:

Name Town of Smithfield

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Email address \_\_\_\_\_

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

Will food or goods be sold? Y or N  
Premaid items  
Cupcakes, pies, etc.

# Food Trucks (if applicable 2? or 3? or we might not have any) (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: The Twisted Willow 9198170010  
(If using Smithfield Police, applicant must contact the PD to schedule security.)

Will any town property be used (i.e., streets, parks, greenways)? 100 block of South Third Street

If any town streets require closure, please list all street names. 100 block of South Third 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 lot of vendors, similar to the farmers market, same location with a bunch of vendors but having it a "Holiday Market."

**Temporary Use Submittal Checklist:**

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

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

Payment Received By: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER**

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

Terri Bilott  
Applicant's Name (Print)

[Signature]  
Signature

9/19/2023  
Date

Town Planning Director Signature: [Signature]

Date: 9/19/23



# Request for Town Council Action

Consent Agenda Item: Various Budget Amendments  
Date: 10/03/2023

---

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

---

Issue Statement - Budget amendments for Stormwater ERU and Mapping Study Grant and additional liability insurance cost.

Financial Impact – None. The stormwater study is funded by state grant SRP-SW-ARP-0056 and the higher-than-expected liability insurance cost is funded by encumbered dollars.

Action Needed – Approve as presented

Recommendation – Approve amendments

Approved:  Town Manager  Town Attorney

Attachments:

1. Staff Report
2. Budget Amendments



# Staff Report

Consent	Various
Agenda	Budget
Item:	Amendments

---

Council approved the Stormwater Grant Funding at the September 5, 2023 council meeting.

**BUDGET AMENDMENTS**

**October, 2023**

<b><u>GENERAL FUND</u></b>	<b><u>BEFORE</u></b>	<b><u>ADJ.</u></b>	<b><u>AFTER</u></b>
<b>1. Expenditure</b>			
10-10-4110-5300-3306 Non-Departmental - GF Salary Adjustments	\$ 50,000	\$ (17,129)	\$ 32,871
10-10-4110-5300-0770 Non-Departmental - Insurance & Bonds	\$ <u>125,900</u>	\$ <u>17,129</u>	\$ <u>143,029</u>

To fund additional liability insurance cost with remaining and encumbered salary adjustment funds

**GENERAL CAPITAL PROJECTS FUND**

<b>2. REVENUE</b>			
46-40-3300-3307-0010 Grant - Stormwater ERU/Mapping	\$ -	\$ <u>500,000</u>	\$ <u>500,000</u>
<b>Expenditure</b>			
46-40-5900-5700-7401 Stormwater ERU Study	\$ -	\$ 54,907	\$ 54,907
46-40-5900-5700-7402 StormwaterMapping Study	-	<u>445,093</u>	<u>445,093</u>
	\$ -	\$ <u>500,000</u>	\$ <u>500,000</u>

To establish and fund Stormwater Grant for ERU and Mapping Study as approved at the September 5, 2023 Town Council Meeting.

Date: October 3, 2023

APPROVED: \_\_\_\_\_  
M. Andy Moore, Mayor

VERIFIED: \_\_\_\_\_  
Shannan Parrish, Town Clerk





# Request for Town Council Action

Consent  
Agenda  
Item: Bring Forward  
Encumbrances  
Date: 10/03/2023

---

Subject: To Bring Forward Budget Encumbrances from the 2022-2023 Budget Year to the 2023-2024 Budget Year in the General, Water/Sewer, Electric and J.B George Funds.

Department: Finance Department  
Presented by: Finance Director – Greg Siler  
Presentation: Consent Agenda Item

---

Issue Statement: Several budgeted line items in the General, Water/Sewer, Electric and J.B. George Fund were delayed in the 2022-2023 Fiscal Year for various reasons and need to be brought forward to the current year.

Financial Impact: As indicated by each amendment: \$766,393 in the General Fund, \$318,291 in the Water/Sewer Fund, \$176,133 in the Electric Fund and \$812 in the J.B. George Fund

Action Needed: Council approval of Attachment A, B and C

Recommendation: Staff recommends approval of Attachment A, B and C

Approved:  Town Manager  Town Attorney

Attachments: A. Year End Approved Purchase Encumbrances for 2023-2024  
B. Year End Approved Purchase Order Encumbrances for 2023-2024  
C. Budget Amendments to Bring Forward



# Staff Report

Consent Agenda Item: Bring Forward Encumbrances 09/06/2022

On June 6, 2023, Council granted approval to bring forward funds from the 2022-2023 budget year for ongoing projects and/or items ordered through purchase orders that had not been completed or delivered (see attachment A and B). In summary, the General Fund was approved to encumber \$928,193; the Water/Sewer Fund was approved for \$329,871; the Electric Fund was approved for \$188,308; and the J.B. George Fund was approved for \$812. The actual amount needed in each Fund decreased or stayed the same as some purchases were completed. In the General Fund \$766,393 of the \$928,193 approved is needed; \$318,291 of the approved \$329,871 Water/Sewer Fund is needed; \$176,133 of the approved \$188,308 in the Electric Fund is needed; and \$812 of the approved \$812 for the J.B. George Fund is needed. Below is a summary of the approved amount compared to the actual amount needed to encumber.

	<u>Amount Approved</u>	<u>Actual Needed</u>
General Fund	\$ 928,193	\$ 766,393
Water/Sewer Fund	329,871	318,291
Electric Fund	188,308	176,133
J.B. George Fund	812	812



Attachment A

**ENCUMBRANCES FROM 2022-2023 TO 2023-2024**

**GENERAL FUND**

	<b>Amount Originally Requested</b>	<b>Amount Encumbered</b>
	<b>\$</b>	<b>\$</b>
10-10-4110-5300-3306 Non-Departmental - GF Salary Adjustment	50,000	50,000
10-61-4110-5300-5710 Non-Departmental - Economic Development	36,669	36,669
10-61-4110-5300-5712 Non-Departmental - S.H.A.R.P Reimbursements	11,000	11,000
10-61-4110-5300-5716 Non-Departmental - PEG Channel (TriCaster Video Equipment)	10,595	9,852
10-10-4200-5700-7400 Finance Department - Capital Outlay (Chairs/Collection Window)	1,200	1,200
10-10-4300-5300-0800 IT Department - Training & Education (Tech. Dir. at SOG)	3,750	3,750
10-10-4300-5700-7401 IT Department - Capital Outlay (Phone System)	46,701	46,701
10-10-4900-5300-4501 Planning - Service Contracts (Engineering Standards Manual)	35,800	9,915
10-10-4900-5300-4502 Planning - Condemnation	31,775	31,775
10-10-4900-5700-7400 Planning - Capital Outlay	31,665	31,665
10-20-5100-5700-7400 Police - Replace Wrecked Police Vehicle (2020 Dodge Durango)	32,199	32,199
10-30-5600-5300-7300 Streets -Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)	133,000	133,000
10-30-5600-5700-7400 Streets -Capital Outlay (195 Bridge Lighting)	95,000	95,000
10-30-5700-5700-7310 Powell Bill - Patch and Resurface	152,787	116,242
10-40-5800-5700-7400 Sanitation - Capital Outlay (Recycling Truck)	58,500	-
10-40-5900-5300-3310 Storm Water Drainage	55,000	55,000
10-60-6200-5700-4501 Recreation - Service Contracts (Amphitheater Mowing)	5,000	5,000
	<b><u>\$ 790,641</u></b>	<b><u>\$ 668,968</u></b>

**WATER FUND**

30-71-7220-5700-7400 Water Dist/Sewer - Capital Outlay (Phone System)  
30-71-7220-5300-5710 Water Dist/Sewer Coll. - Economic Development

\$	16,700	\$	16,700
	<u>298,283</u>		<u>298,283</u>
\$	<u><u>314,983</u></u>	\$	<u><u>314,983</u></u>

**Electric FUND**

31-72-7230-5300-5710 Electric - Economic Development  
31-72-7230-5700-7400 Electric - Capital Outlay (Phone System)

\$	153,283	\$	153,283
	<u>16,700</u>		<u>16,700</u>
\$	<u>169,983</u>	\$	<u>169,983</u>

**J.B. GEORGE BEAUTIFICATION FUND**

40-61-4100-5300-3400 J.B. George Projects  
40-61-4100-5300-3410 J.P. George Projects

\$	228	\$	228
	<u>584</u>		<u>584</u>
\$	<u><u>812</u></u>	\$	<u><u>812</u></u>

Date: October 3, 2023

APPROVED: \_\_\_\_\_  
M. Andy Moore, Mayor

VERIFIED: \_\_\_\_\_  
Shannan Parrish, Town Clerk

Attachment B

Purchase Orders Encumbrances

G/L ACCOUNT	ACCOUNT DESCRIPTION	DEPARTMENT	VENDOR	PO#	AMOUNT ORIGINALLY REQUESTED	AMOUNT NEEDED
10-10-4100-5300-4501	Service Contracts	Gen Gov	Connection Public Sector	20231659	\$ 7,297.95	\$ 1,150.00
10-20-5300-5300-3100	Vehicle Supplies/Maint.	Fire Dept	Atlantic Coast	20231499	\$ 1,018.43	\$ 1,018.43
10-20-5300-5300-3300	Supplies/Operations	Fire Dept	Heat Transfer Solutions	20231587	\$ 1,526.85	\$ 1,526.85
10-20-5100-5300-1700	Equip. Maint. & Repair	Police Dept	Radiotronics Inc	20231613	\$ 2,998.00	\$ -
10-20-5100-5300-3600	Uniforms	Police Dept	American Uniform Sales Inc	20231712	\$ 675.00	\$ 675.00
10-20-5100-5300-3600	Uniforms	Police Dept	American Uniform Sales Inc	20231713	\$ 675.00	\$ 675.00
10-20-5100-5300-3600	Uniforms	Police Dept	American Uniform Sales Inc	20231715	\$ 675.00	\$ 675.00
10-20-5100-5300-4002	Drug Forfeiture	Police Dept	Ventosa Elite K9 Kennel Inc	20231761	\$ 6,500.00	\$ -
10-20-5100-5300-2900	Professional Fees/Dues	Police Dept	The MAPS Group	20231303	\$ 6,500.00	\$ 6,500.00
10-20-5100-5300-4501	Service Contracts	Police Dept	Connection Public Sector	20231659	\$ 7,297.95	\$ 1,150.00
10-60-5500-5300-3440	Appearance Commission	Gen Services	Barrs Recreation LLC	20231750	\$ 24,747.10	\$ 13,685.20
10-30-5700-5300-3310	Drainage	Powell Bill	Hanson Aggregates Inc	20228964-R1	\$ 1,087.74	\$ 1,087.74
10-30-5700-5300-3300	Supplies/Operations	Powell Bill	Core & Main LP	20228967-R1	\$ 2,900.00	\$ 2,900.00
10-40-5800-5300-3300	Supplies/Operations	Sanitation	Rehrig Pacific Company	20231675	\$ 16,700.00	\$ 10,700.00
10-60-6200-5300-1700	Equip. Maint. & Repair	Parks & Rec	Green Resource LLC	20231752	\$ 2,847.50	\$ 2,847.50
10-60-6200-5300-3300	Supplies/Operations	Parks & Rec	Beacon Athletics LLC	20231768	\$ 3,409.02	\$ 3,409.02
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	Maurer Architecture	20231690	\$ 4,050.00	\$ 4,050.00
10-60-6200-5700-7400	Capital Outlay	Parks & Rec	McAdams	20231772	\$ 37,900.00	\$ 37,900.00
10-60-6220-5300-1700	Equip. Maint. & Repair	Aquatic	ProSource Fitness Equipment	20231753	\$ 549.96	\$ -
10-60-6220-5300-3300	Supplies/Operations	Aquatic	Ready Care Industries	20231557	\$ 720.85	\$ -
10-60-6240-5700-7400	Capital Outlay	Sarah Yard	Gardner Commerical Interiors Inc	20231771	\$ 7,475.85	\$ 7,475.85
					\$ 137,552.20	\$ 97,425.59
30-71-7200-5300-3303	IT Supplies (Water/Sewer)	Water Plant	Dell Marketing LP	20231734	\$ 2,676.24	\$ -
30-71-7200-5300-4501	Service Contracts	Water Plant	Mark Beauchamp/UFS	20231492	\$ 11,170.00	\$ 3,307.50
30-71-7220-5300-3300	Supplies/Operations	Water/Sewer	Core & Main LP	20231663	\$ 1,041.83	\$ -
					\$ 14,888.07	\$ 3,307.50
31-72-7230-5300-3300	Supplies/Operations	Electric	Wesco Receivable Corp	20231649	\$ 6,150.00	\$ 6,150.00
31-72-7230-5300-3300	Supplies/Operations	Electric	J Harlen Co	20231692	\$ 5,769.84	\$ -
31-72-7230-5300-3300	Supplies/Operations	Electric	Wesco Receivable Corp	20231746	\$ 3,795.18	\$ -
31-72-7230-5300-3300	Supplies/Operations	Electric	Border States Industries	20231531	\$ 2,610.00	\$ -
					\$ 18,325.02	\$ 6,150.00
				Total	\$ 170,765.29	\$ 106,883.09

Attachment C

**BUDGET AMENDMENTS**  
**Oct-23**

	<b>Before</b>	<b>Adjustment</b>	<b>After</b>
<b>1. Revenue</b>			
10-00-3900-3900-0000 Fund Balance Appropriation	\$380,265.00	\$766,393.00	\$1,146,658.00
<b>Expenditure</b>			
10-00-4100-5300-4501 General Government - Service Contracts	19,266.00	1,150.00	20,416.00 P.O.
10-10-4110-5300-3306 Non-Departmental - GF Salary Adjustment (Property/Liability Insur.)	0.00	50,000.00	50,000.00
10-61-4110-5300-5710 Non-Departmental - Economic Development	25,000.00	36,669.00	61,669.00
10-61-4110-5300-5712 Non-Departmental - S.H.A.R.P. Reimb	10,100.00	11,000.00	21,100.00
10-61-4110-5300-5716 Non-Departmental - PEG (Tri-Caster/Video Equip)	25,000.00	9,852.00	34,852.00
10-10-4200-5700-7400 Finance Dept. - Capital Outlay (Collection Window Chairs)	0.00	1,200.00	1,200.00
10-10-4300-5300-0800 IT Dept. - Training and Education (Tech. Dir at SOG)	1,200.00	3,750.00	4,950.00
10-10-4300-5700-7400 IT Dept. - Capital Outlay (Phone System)	49,800.00	46,700.00	96,500.00
10-10-4900-5300-4501 Planning - S.C./Engineering Standards Manual	7,100.00	9,915.00	17,015.00
10-10-4900-5300-4502 Planning - Condemnation	0.00	31,775.00	31,775.00
10-10-4900-5700-7400 Planning - Capital Outlay	0.00	31,665.00	31,665.00
10-20-5100-5300-2900 Police - Professional Fees/Dues	18,570.00	6,500.00	25,070.00 P.O.
10-20-5100-5300-3600 Police - Uniforms (Lawmens)	33,300.00	2,025.00	35,325.00 P.O.
10-20-5100-5300-4501 Police - Service Contracts	58,370.00	1,150.00	59,520.00 P.O.
10-20-5100-5700-7400 Police - Capital Outlay (Replace Wrecked 2020 Dodge Durango)	121,140.00	32,199.00	153,339.00
10-20-5300-5300-3100 Fire - Vehicle Maintenance (Atlantic Coast)	65,000.00	1,018.00	66,018.00 P.O.
10-20-5300-5300-3300 Fire - Supplies/Operations (Heat Transfer Solutions)	65,000.00	1,527.00	66,527.00 P.O.
10-60-5500-5300-3440 General Services - Appearance Commission (Barrs Recreation LLC)	15,000.00	13,685.00	28,685.00 P.O.
10-30-5600-5300-7300 Streets - Sidewalk & Curb Repair (NCDOT Sidewalk Agreement)	25,000.00	133,000.00	158,000.00
10-30-5600-5700-7400 Streets - Capital Outlay (I95 Bridge Lighting)	0.00	95,000.00	95,000.00
10-30-5700-5300-3310 Powell Bill - Drainage (Hanson Aggregates Inc)	13,000.00	1,088.00	14,088.00 P.O.
10-30-5700-5300-3300 Powell Bill - Supplies Operations (Core & Main LP))	15,000.00	2,900.00	17,900.00 P.O.
10-30-5700-5700-7310 Powell Bill - Patch & Resurface	279,593.00	116,242.00	395,835.00
10-40-5800-5300-3300 Sanitation -Supplies/Operations	50,000.00	10,700.00	60,700.00 P.O.
10-40-5900-5300-3310 Stormwater - Drainage	68,930.00	55,000.00	123,930.00
10-60-6200-5300-1700 Parks & Rec - Equip. Repair & Maint.	69,050.00	2,848.00	71,898.00 P.O.
10-60-6200-5300-3300 Parks & Rec - Supplies/Operations	77,000.00	3,409.00	80,409.00 P.O.
10-60-6200-5300-4501 Parks & Rec - Service Contracts (Amphitheater Mowing))	106,820.00	5,000.00	111,820.00
10-60-6200-5700-7400 Parks & Rec - Capital Outlay (McAdams/Maurer Architecture)	173,885.00	41,950.00	215,835.00 P.O.
10-60-6240-5700-7400 SRAC - Generator Fuel/Maintenance (Powersecure Inc)	0.00	7,476.00	7,476.00 P.O.
		0.00	0.00
	<u>\$1,392,124.00</u>	<u>\$766,393.00</u>	<u>\$2,158,517.00</u>

To bring forward encumbrances from the 2022-2023 General Fund Budget to FY23-24. P.O.s were brought forward through Rollover Process.

<b>2. Revenue</b>				
30-71-3900-3900-0000 Fund Balance Appropriation		<u>\$0.00</u>	<u>\$318,291.00</u>	<u>\$318,291.00</u>
<b>Expenditures</b>				
30-71-7200-5300-4501 Water Dist/Sewer Coll - Supplies/Operations	339,800.00		3,308.00	343,108.00 P.O.
30-71-7220-5700-7400 Water Dist/Sewer - Capital Outlay (Phone System)	155,000.00		16,700.00	171,700.00
30-71-7220-5300-5710 Water Dist/Sewer Coll. - Economic Development	<u>0.00</u>		<u>298,283.00</u>	<u>298,283.00</u>
	<u>\$494,800.00</u>		<u>\$318,291.00</u>	<u>\$813,091.00</u>

To bring forward encumbrances from the 2022-2023 Water/Sewer Fund Budget to FY23-24. P.O.s were brought forward through Rollover Process.

<b>3. Revenue</b>				
31-72-3900-3900-0000 Fund Balance Appropriation		<u>\$50,000.00</u>	<u>\$176,133.00</u>	<u>\$226,133.00</u>
<b>Expenditures</b>				
31-72-7230-5300-3300 Electric - Supplies/Operations	\$325,000.00		\$6,150.00	\$331,150.00 P.O.
31-72-7230-5300-5710 Electric - Economic Development	0.00		153,283.00	153,283.00
31-72-7230-5700-7400 Electric - Capital Outlay (Phone System)	0.00		16,700.00	16,700.00
	<u>\$325,000.00</u>		<u>\$176,133.00</u>	<u>\$501,133.00</u>

To bring forward encumbrances from the 2022-2023 Electric Fund Budget to FY23-24. P.O.s were brought forward through Rollover Process.

<b>4. Revenue</b>				
40-61-3900-3900-0000 Fund Balance Appropriation		<u>\$0.00</u>	<u>\$812.00</u>	<u>\$812.00</u>
<b>Expenditures</b>				
40-61-4100-5300-3400 J.B. George Projects	2,300.00		228.00	2,528.00
40-61-4100-5300-3410 J.P. George Projects	<u>500.00</u>		<u>584.00</u>	<u>1,084.00</u>
	<u>\$2,800.00</u>		<u>\$812.00</u>	<u>\$3,612.00</u>

To bring forward encumbrances from the 2022-2023 J.B. George Fund Budget to FY23-24

Date: October 3, 2023

VERIFIED: \_\_\_\_\_  
M. Andy Moore, Mayor

VERIFIED: \_\_\_\_\_  
Shannan Parrish, Town Clerk





# Request for Town Council Action

Consent Agenda Item: Date: Accepting NCLWF Grants 10/03/2023

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Subject: Accept NCLWF Grants  
Department: Planning Department  
Presented by: Town Manager – Michael Scott  
Presentation: Consent Agenda Item

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## Issue Statement

Acceptance of the NCLWF Grants and Budget Amendment

## Financial Impact

Match amount of \$9,000.

NCLWF grant for Spring Branch Restoration project: \$100,000

NCLWF grant for Spring Branch Resiliency project: \$95,000

## Action Needed

To accept the NCLWF grants and budget amendment for same.

## Recommendation

Staff recommends the Town Council accept the NCLWF grants and approve budget amendment as attached.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. NCLWF Grant \$95,000
3. NCLWF Grant 100,000
4. Budget Amendment



# Staff Report

Consent  
Agenda  
Item: NCLWF  
Grants  
10/03/2023

## Overview:

In 2021, the Town received a \$100,000 NCAG EEG grant for the Spring Branch Community **Restoration Project to restore the stream banks and create a wetland on the Town's FEMA** lots along Church Street between S. 5<sup>th</sup> and S. 6<sup>th</sup> Streets. The total project cost was \$200,500. That project is nearly complete.

In January 2022, the Town Council authorized McCormick Taylor to prepare grant applications to the North Carolina Land and Water Fund (NCLWF). Those applications were successful, and the Town received award notice in October 2022.

Staff neglected to have Council formally accept these grants as follows:

- NCLWF Resiliency Grant \$95,000 2022-808
- NCLWF Restoration Grant \$100,000 2022-444

## Spring Branch Restoration Project:

This project leverages the work already completed as part of the EEG grant to restore the stream banks to receive \$100,000 in grant funding from NCLWF. No additional work is required. \$500 was previously included as match amount for the EEG, \$100,000 grant.

## Spring Branch Resiliency Project:

This project leverages the EEG grant with \$9,000 in new monies to study the remainder of the Spring Branch corridor. The \$9,000 is a Town match. Staff is recommending GF contingency be used for this expenditure. The project will also identify **additional stormwater related capital improvement projects and further develop the greenway concept connecting the Ava Ennis/Smith-Collins trails to the Buffalo Creek Greenway along the Neuse River.** The study will identify potential sources of grant funding for the various capital projects identified.



**STATE OF NORTH CAROLINA  
NORTH CAROLINA LAND AND WATER FUND  
GRANT CONTRACT – RESTORATION OF DEGRADED STREAMS OR OTHER WATERS  
(PLANNING – GOVERNMENT)**

**NCLWF PROJECT:** 2022-808 - Smithfield - Spring Branch - Restoration and Resiliency Plan

**GRANTOR:** North Carolina Land and Water Fund (“NCLWF”), a division of the Department of Natural and Cultural Resources (“DNCR”), acting through its Board of Trustees solely in its official capacity pursuant to Part 41, Article 2, Chapter 143B of the North Carolina General Statutes (“N.C.G.S.”)

**Grantor Contract Administrator:** Steve Bevington  
North Carolina Land and Water Fund  
1651 Mail Service Center  
Raleigh, NC 27699-1651  
Phone: (919) 707-9478  
Email: [steve.bevington@ncdcr.gov](mailto:steve.bevington@ncdcr.gov)

**GRANT RECIPIENT:** Town of Smithfield, a North Carolina Local Government Unit (“Grant Recipient”)

**Grant Recipient Federal I.D. Number:** 56-6001335

**Grant Recipient Fiscal Year End Date:** June 30

**Grant Recipient Contract Administrator:** Stephen Wensman  
Town of Smithfield  
350 East Market Street  
PO Box 761  
Smithfield, North Carolina 27577  
Phone: (919) 934-2116 ex. 1114  
Email: [Stephen.wensman@smithfield-nc.com](mailto:Stephen.wensman@smithfield-nc.com)

**GRANT AWARD DATE:** September 20, 2022 (“Award Date”)

**CONTRACT EFFECTIVE DATE:** 5/23/2023 (“Effective Date”)

**CONTRACT EXPIRATION DATE:** July 31, 2026 (“Expiration Date”)

**DEADLINE FOR RECEIPT BY NCLWF OF REIMBURSEMENT/PAYMENT REQUESTS:** August 14, 2026 (“Reimbursement Date”)

**GRANT AMOUNT:** up to \$95,000 (“Grant”)

**COMPANY:** 4602     **ACCOUNT:** 536403     **CENTER:** 2002



**THIS GRANT CONTRACT** ("Grant Contract") is made and entered into as of the Effective Date by and between the NCLWF and the Grant Recipient. The NCLWF and the Grant Recipient may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the NCLWF was established by N.C.G.S. Chapter 143B, Article 2, Part 41 as a special revenue fund to be administered by the North Carolina Department of Natural and Cultural Resources ("NCDNCR"). The NCLWF receives revenue from the following sources and may receive revenue from other sources: (1) annual appropriations, (2) special registration plates under G.S. 20-81.12, (3) other special registration plates under G.S. 20-79.7, and (4) hazard mitigation funds from the Federal Emergency Management Agency and other agencies; and

**WHEREAS**, the NCLWF is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to use the revenue in the NCLWF for any of the following purposes: (1) to acquire land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; (2) to acquire conservation easements or other interests in real property for the purpose of protecting and conserving surface waters and drinking water supplies; (3) to coordinate with other public programs involved with lands adjoining water bodies to gain the most public benefit while protecting and improving water quality; (4) to restore previously degraded lands to reestablish their ability to protect water quality; (5) to facilitate planning that targets reductions in surface water pollution; (6) to finance innovative efforts, including pilot projects, to improve stormwater management, to reduce pollutants entering the State's waterways, to improve water quality, and to research alternative solutions to the State's water quality problems; (7) to prevent encroachment, provide buffers, and to preserve natural habitats around military installations or military training areas, or for State matching funds of Federal initiatives that provide funds to prevent encroachment, provide buffers, and preserve natural habitats around military installations or military training areas; (8) to acquire land that represents the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; (9) to acquire land that contributes to the development of a balanced State program of historic properties; (12) and to restore floodplains and wetlands for the purpose of storing water, reducing flooding, improving water quality, providing wildlife and aquatic habitat, and providing recreational opportunities. (Note that numerals (10) and (11) have been omitted intentionally as they were repealed by statute. See N.C.G.S. §143B-135.234); and

**WHEREAS**, the NCLWF uses the revenue in the NCLWF to award grants to eligible grant recipients in order to fulfill its mission, goals and purpose; and

**WHEREAS**, the Grant Recipient is an eligible applicant as defined in N.C.G.S. §143B-135.238(a); and

**WHEREAS**, the Grant Recipient has submitted to the NCLWF an application requesting a grant of funds (the "Grant Application") for an authorized NCLWF purpose; and

**WHEREAS**, the NCLWF approved the Grant Application at its meeting on the Award Date and has agreed to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract; and

**WHEREAS**, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

**NOW, THEREFORE**, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Contract Documents.** This Grant Contract consists of, and only of, the documents listed below. In the case of conflict, specific and special terms, conditions, and requirements shall control over general terms, conditions, and requirements. The Grant Contract is not a binding agreement on all Parties until (1) all Parties have executed this Grant Contract and all Exhibits that require execution, and (2) the funds for the Grant contemplated herein have been encumbered by the NCDNCR. This Grant Contract is subject to allocation and appropriation of funds to the NCDNCR for the purposes set forth in the contract. This Grant Contract constitutes the entire contract between the Parties, superseding all prior oral and written statements or contracts.

The Grant Contract Documents consist of:

- (a) This Grant Contract
  - (b) Exhibit A – Project Description
  - (c) Exhibit B – Project Budget
  - (d) Exhibit C – Pre-Disbursement Checklist
  - (e) Exhibit D – Does not apply (government)
  - (f) Exhibit E – General Terms and Conditions
2. **Grant Recipient's Duties.** The Grant Recipient agrees to conduct the project approved by the NCLWF for the purposes of and according to the Project Description in **Exhibit A** ("Project"), pursuant to the Budget set forth in the attached **Exhibit B**, in accordance with the terms of this Grant Contract, in accordance with any other applicable State statute or rule, and in accordance with the requirements of the NCLWF.
  3. **NCLWF's Duties.** Subject to the adherence to the requirements for disbursement, and subject to the appropriation, allocation, and availability to the NCLWF of Grant funds for the Project, the NCLWF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the Disbursement of Grant Fund Procedures set forth herein.
  4. **Contract Period.** It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the NCLWF by the Reimbursement Date. After the Expiration Date, any Grant funds remaining under this Grant Contract will no longer be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date and that are submitted to the NCLWF no later than the Reimbursement Date. The NCLWF's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date.

The Grant Recipient is solely responsible for requesting an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date. The request for an extension must give complete details of the reasons why an extension is needed, propose a new expiration date for the Grant Contract, and be submitted via the NCLWF's online grants management system. This request must be submitted to and received by the NCLWF at least sixty (60) days prior to the Expiration Date. Approval of any requested extension is at the sole discretion of the NCLWF. The approval or denial of the requested extension will be based upon Project performance, among other factors. The NCLWF is not obligated to send reminders or other notification of an approaching Expiration Date.

5. **Disbursement of Grant Fund Procedures.**

- a. Prior to the disbursement of any Grant funds under this Grant Contract, the Grant Recipient shall deliver to the NCLWF all of the documentation described in **Exhibits C and D**, as applicable.
- b. Grant funds will not be disbursed during the first week of January, the last three (3) weeks of June, the first week of July, or the last two (2) weeks of December. In addition, the State does not process payments on the last business day of any month.
- c. The NCLWF only agrees to pay or reimburse the Grant Recipient for reasonable costs actually incurred by the Grant Recipient that do not exceed the Grant funds budgeted for the Project as shown in **Exhibit B**.
- d. The Grant Recipient may seek reimbursement for allowable Project costs incurred after the Award Date notwithstanding the fact that those costs may have been incurred prior to the Effective Date. The Grant Recipient may not be reimbursed for Project costs incurred prior to the Award Date; however, the Grant Recipient may use such costs toward match requirement if the costs were approved by the NCLWF's Board of Trustees on the Award Date as shown on **Exhibit B**.
- e. Proportionate Spending of Matching Funds. The NCLWF encourages a commitment of matching funds to be contributed to the Project from non-NCLWF sources. Information on the commitment of matching contribution is part of the Grant Application submitted by Grant Recipient. Matching contribution value is then calculated as a percentage of the total project cost and is considered by the NCLWF as a match percentage when awarding Grants. Once an award is made, the matching percentage is incorporated into the Budget on **Exhibit B**. As funds are requested from the NCLWF, the Grant Recipient must provide documentation, sufficient to the NCLWF, showing how a proportionate expenditure of match will occur. The NCLWF will not make a disbursement of funds if the matching percentage falls below the original commitment of matching funds on **Exhibit B**.
- f. Requests for Payment. The NCLWF will not disburse Grant funds until receipt by the NCLWF's Contract Administrator of the Grant Recipient's requests for payment. Payment requests shall conform to the following:
  - i. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
  - ii. Payment requests shall identify any sales tax for which reimbursement has been or will be obtained from the North Carolina Department of Revenue ("NCDOR"). The NCLWF will not reimburse the Grant Recipient for such amounts.

- iii. Each payment request shall include a completed claim form and progress report submitted using the online grants management system. The progress report shall describe work accomplished on the Project and progress toward completing the Project Scope of Work in **Exhibit A**.
  
- g. Alternate Disbursement of Grant Funds. The NCLWF may, upon request by the Grant Recipient, disburse Grant funds prior to the Grant Recipient's actual payment to its vendors if such expenditures are documented by vendors' third-party invoices. In order for the NCLWF to disburse Grant funds to the Grant Recipient based on unpaid third-party invoices, the Grant Recipient must submit the following documentation:
  - i. The Grant Recipient shall acknowledge on the claim form that the claim contains unpaid expenses to third-party vendors. The Grant Recipient shall also acknowledge that it shall comply with all terms of this Grant Contract in incurring the expense, has reviewed and approved the unpaid third-party invoice, and shall certify to the NCLWF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant funds.
  - ii. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
  - iii. Payment requests shall identify all amounts of sales tax for which the Grant Recipient and/or its vendors have or will obtain payment from the NCDOR. The NCLWF will not reimburse the Grant Recipient for such amounts.
  - iv. Each payment request shall include a completed claim form and progress report submitted using the online grants management system. The progress report shall describe work accomplished as well as progress toward completing the Project Scope of Work in **Exhibit A**.
  - v. The Grant Recipient shall confirm in writing to the NCLWF within thirty (30) days of the disbursement of Grant funds, via the appropriate form provided on the NCLWF's online grants management system, that the required payment has been made to the third party.
  
- h. Certification by Licensed Professional. At the option of the NCLWF, payments may be made only on the certificate and seal of an appropriately qualified licensed professional (e.g., licensed Professional Engineer) that the work for which the payment is requested has been completed in accordance with approved plans and specifications. An estimate by the construction contractor setting forth items to be paid out of the proceeds of each such payment shall be attached to the certificate. The NCLWF, at its option, may further require a certificate from such

appropriately qualified licensed professional that the portion of the Project completed as of the date of the request for payment has been completed according to schedule and otherwise as approved by the NCLWF and according to applicable standards and requirements. However, the NCLWF may, at its discretion, make payments without requiring such certificates or construction contractor's estimate, in which event the Grant Recipient shall furnish the NCLWF a list of and the amounts of items to be paid out of the payment, or such other evidence as the NCLWF may require.

- i. Payment Based on Progress. The Grant Recipient agrees to proceed with diligence to complete the Project according to the schedule set out in **Exhibit A** and shall show appropriate progress prior to each payment by submitting a written report on the NCLWF's online grants management system. Payment may be withheld or delayed if the Grant Recipient fails to make progress on the Project satisfactory to the NCLWF. Amounts withheld shall be reimbursed with subsequent payments in the event that the Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
- j. Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for expenses incurred on the Project and agrees to submit to the NCLWF all such receipts, affidavits, canceled checks, or other evidence of payment as may be requested from time to time and, when and if requested by the NCLWF, to furnish adequate proof of payment of all debts incurred on the Project.
- k. NCLWF Retaining Portion of Funds until Project Completion. The NCLWF will withhold payment from the Grant Recipient in the amount of \$7,500 of the Grant until the Grant Recipient has satisfactorily submitted its grant contract final report.
- l. Costs of Project Administration. The NCLWF agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such payment shall be made under the Project Administration line item of **Exhibit B** and shall conform to the following:
  - i. Costs allowable under the Project Administration line item shall be only reasonable costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the grant contract final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following:
    - a. compensation to the Grant Recipient's employees, plus the Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay multiplied by an audited or auditable benefits multiplier);
    - b. compensation to the Grant Recipient's independent contractors (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or

- c. cost of professional services contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost.
  - ii. Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Project Administration line item.
- 6. **Reversion of Unexpended Grant Funds.** Any unexpended Grant funds shall revert to the NCLWF on the Reimbursement Date or upon termination of this Grant Contract, whichever occurs first.
- 7. **Reporting Requirements; Audit; Record Retention.** The Grant Recipient must comply with all reporting requirements of N.C.G.S. §143C-6-21 through 143C-6-23, and Title 09, Subchapter 3M of the North Carolina Administrative Code ("N.C.A.C."), and any revisions thereof. The Grant Recipient must also provide the required documentation as set forth in Exhibits C and D, if applicable. All such required reports shall be filed in accordance with the applicable statutes and rules on the forms required by the Office of State Budget and Management ("OSBM") and the Office of the State Auditor ("OSA") and submitted to the NCLWF.

The State Auditor and the NCDNCR Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. Additionally, as the State funding authority, the NCDNCR shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. This access includes but is not limited to: ready access to persons and the ability to examine and copy all books, records, reports, vouchers, correspondence, files, personnel files, investments, and any other documentation of the Grant Recipient. The Grant Recipient shall retain complete accounting records, including original invoices, payrolls, Grant Contracts, working papers, or other documents clearly showing the nature of all costs incurred and expenditures made under this Grant Contract. The Grant Recipient agrees that the NCLWF, NCDNCR and OSA have the right to audit the books and records of the Grant Recipient pertaining to this Grant Contract both prior to Closing and for five (5) years after the completion or termination of this Grant Contract, or until all audit exceptions, if any, have been resolved, or for such a period of time allowed by N.C.G.S. §147-64.7, whichever is longer.

If the Grant Recipient is a State agency, all records shall be retained in accordance with the records retention and disposition schedules issued by the Division of Archives and Records of NCDNCR. The records retention and disposition schedule applicable to the Grant Contract at the time of Effective Date requires that records be retained until five (5) years after submission of the final report or until such time as no audit or litigation is pending or reasonably anticipated, whichever is longer. All such records shall be made accessible to the NCLWF, NCDNCR, OSBM, and OSA upon request.

The definitions set forth in N.C.G.S. Chapter 143C shall apply to this Grant Contract except as otherwise provided herein below. The definitions provided by 09 N.C.A.C. 03M shall apply to this Grant Contract to the extent they are not in conflict with N.C.G.S. Chapter 143C or this Grant Contract. In the event of conflict between or among definitions, N.C.G.S. Chapter 143C shall control over 09 N.C.A.C. 03M, and this Grant Contract shall control over N.C.G.S. Chapter 143C.

- a. For purposes of this Grant Contract, a "Grantee," as defined in N.C.G.S. §143C-6-23, and "Recipient," as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall also include the "Grant Recipient," and the term "Grantee" shall mean and refer to an entity that is the recipient of an interest in real property.
  - b. For purposes of this Grant Contract, a "Subgrantee," as defined in N.C.G.S. §143C-6-23, and "Subrecipient," as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall be referred to as a "Sub-grant Recipient."
  - c. "State agency" shall mean a unit of the executive, legislative, or judicial branch of State government, such as a department, institution, division, commission, board, council, or school within The University of North Carolina System. The term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the North Carolina Land and Water Fund are State agencies.
  - d. "Grant" and "grant funds" as defined in N.C.G.S. §143C-6-23 means State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers' and State Employees, or other similar medical programs. For purposes of this Grant Contract, both "grant" and "grant funds" shall be referred to as the Grant that is provided to the Grant Recipient to carry out the objectives of the Grant Contract.
  - e. "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective. For purposes of this Grant Contract, the Grantor is the North Carolina Land and Water Fund.
8. **Notice; Contract Administrators.** All notices, requests, or other communications permitted or required to be made under this Grant Contract shall be directed to the respective Contract Administrator. Notices shall be in writing, signed by the Party giving such notice. Notices shall be deemed received three (3) business days following the date when deposited in the mail, postage prepaid, registered, or certified mail, return receipt requested, unless another form is otherwise noted herein.
  9. **Signature Warranty.** Each individual signing below warrants that he or she is duly authorized to sign this Grant Contract for the respective Party and to bind said Party to the terms and conditions of this Grant Contract.

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IN WITNESS WHEREOF, the Grant Recipient and the NCLWF have agreed to conduct the execution of this Grant Contract by electronic means. A final, signed version of the document shall be kept on file by the NCLWF. If there is any controversy as to the terms of the final document, the final signed version of the document kept on file by the NCLWF shall control.

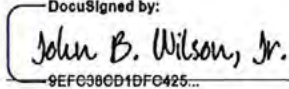
**GRANT RECIPIENT:**

**TOWN OF SMITHFIELD, a North Carolina Local Government Unit**

By:  \_\_\_\_\_  
Name: Michael Scott  
Title: Town Manager  
Date: 5/22/2023

**GRANTOR:**

**NORTH CAROLINA LAND AND WATER FUND**

By:  \_\_\_\_\_  
Name: John B. Wilson, Jr.  
Title: Chairman, Board of Trustees  
Date: 5/23/2023

By:  \_\_\_\_\_  
Name: William B. Summer  
Title: Executive Director  
Date: 5/22/2023

**EXHIBIT A**  
**PROJECT DESCRIPTION**

**Stream of the Project Site:** Spring Branch

**River Basin:** Neuse

**County:** Johnston

**Amount Requested from NCLWF:** \$95,000

**NCLWF approved grant amount up to:** \$95,000

**Total Matching Contributions:** \$95,000

**Total Project Budget:** \$190,000

**Percent Match:** 50%

**Grant Award Date:** September 20, 2022

**Related NCLWF-funded Projects:** None.

**Project Location:** Properties owned by the Town of Smithfield along the Neuse River and Spring Branch.

**Causes of Impairment:** The Project watershed area experiences frequent flooding, heightened nutrient and sediment loads to the Neuse River, and disconnected hydrology due to drainage modifications. The Town needs a comprehensive plan to study potential stream and floodplain restoration, infrastructure modifications, greenway siting, project prioritization, and public involvement.

**Project Summary:** Produce a comprehensive water quality and resiliency plan for the entire Spring Branch Corridor in the Town of Smithfield. The plan will identify individual opportunities for restoration and conservation and, with public involvement, select a set of projects that will promote resiliency within the Spring Branch watershed, identify funding sources, and establish an implementation timeline.

**Scope of Work:**

The Grant Recipient shall conduct and complete the activities listed below:

1. Conduct stakeholder meetings
2. Conduct field assessments
3. Develop prioritized list of future projects including land acquisition and stormwater restoration opportunities
4. Prioritize potential projects and prepare conceptual plans and cost estimates
5. Identify funding sources for prioritized potential project
6. Develop a timeline for full implementation of the plan

7. Manage the Project in total and report to the NCLWF

**Special Grant Contract Conditions:**

1. The Grant Recipient shall provide or otherwise ensure that the matching funds identified in **Exhibit B** are provided to the Project.
  
2. Other conditions special to this grant: None.

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**STATE OF NORTH CAROLINA  
NORTH CAROLINA LAND AND WATER FUND  
GRANT CONTRACT – RESTORATION OF DEGRADED STREAMS OR OTHER WATERS  
(RESTORATION – GOVERNMENT)**

**NCLWF PROJECT:** 2022-444 - Smithfield - Spring Branch

**GRANTOR:** North Carolina Land and Water Fund (“NCLWF”), a division of the Department of Natural and Cultural Resources (“DNCR”), acting through its Board of Trustees solely in its official capacity pursuant to Part 41, Article 2, Chapter 143B of the North Carolina General Statutes (“N.C.G.S.”)

**Grantor Contract Administrator:** Steve Bevington  
North Carolina Land and Water Fund  
1651 Mail Service Center  
Raleigh, NC 27699-1651  
Phone: (919) 707-9478  
Email: steve.bevington@ncdcr.gov

**GRANT RECIPIENT:** Town of Smithfield, a North Carolina Local Government Unit (“Grant Recipient”)

**Grant Recipient Federal I.D. Number:** 56-6001335

**Grant Recipient Fiscal Year End Date:** June 30

**Grant Recipient Contract Administrator:** Stephen Wensman  
Town of Smithfield  
350 East Market Street  
PO Box 761  
Smithfield, NC 27577  
Phone: (919) 934-2116 ex. 1114  
Email: Stephen.wensman@smithfield-nc.com

**GRANT AWARD DATE:** September 20, 2022 (“Award Date”)

**CONTRACT EFFECTIVE DATE:** 5/12/2023 (“Effective Date”)

**CONSTRUCTION CONTRACT DATE:** September 20, 2023

**CONTRACT EXPIRATION DATE:** October 31, 2024 (“Expiration Date”)

**DEADLINE FOR RECEIPT BY NCLWF OF REIMBURSEMENT/PAYMENT REQUESTS:** November 14, 2024 (“Reimbursement Date”)

**GRANT AMOUNT:** up to \$100,000 (“Grant”)

**COMPANY:** 4602    **ACCOUNT:** 536403    **CENTER:** 2002

**THIS GRANT CONTRACT** ("Grant Contract") is made and entered into as of the Effective Date by and between the NCLWF and the Grant Recipient. The NCLWF and the Grant Recipient may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the NCLWF was established by N.C.G.S. Chapter 143B, Article 2, Part 41 as a special revenue fund to be administered by the North Carolina Department of Natural and Cultural Resources ("NCDNCR"). The NCLWF receives revenue from the following sources and may receive revenue from other sources: (1) annual appropriations, (2) special registration plates under G.S. 20-81.12, (3) other special registration plates under G.S. 20-79.7, and (4) hazard mitigation funds from the Federal Emergency Management Agency and other agencies; and

**WHEREAS**, the NCLWF is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to use the revenue in the NCLWF for any of the following purposes: (1) to acquire land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; (2) to acquire conservation easements or other interests in real property for the purpose of protecting and conserving surface waters and drinking water supplies; (3) to coordinate with other public programs involved with lands adjoining water bodies to gain the most public benefit while protecting and improving water quality; (4) to restore previously degraded lands to reestablish their ability to protect water quality; (5) to facilitate planning that targets reductions in surface water pollution; (6) to finance innovative efforts, including pilot projects, to improve stormwater management, to reduce pollutants entering the State's waterways, to improve water quality, and to research alternative solutions to the State's water quality problems; (7) to prevent encroachment, provide buffers, and to preserve natural habitats around military installations or military training areas, or for State matching funds of Federal initiatives that provide funds to prevent encroachment, provide buffers, and preserve natural habitats around military installations or military training areas; (8) to acquire land that represents the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; (9) to acquire land that contributes to the development of a balanced State program of historic properties; (12) and to restore floodplains and wetlands for the purpose of storing water, reducing flooding, improving water quality, providing wildlife and aquatic habitat, and providing recreational opportunities. (Note that numerals (10) and (11) have been omitted intentionally as they were repealed by statute. See N.C.G.S. §143B-135.234); and

**WHEREAS**, the NCLWF uses the revenue in the NCLWF to award grants to eligible grant recipients in order to fulfill its mission, goals and purpose; and

**WHEREAS**, the Grant Recipient is an eligible applicant as defined in N.C.G.S. §143B-135.238(a); and

**WHEREAS**, the Grant Recipient has submitted to the NCLWF an application requesting a grant of funds (the "Grant Application") for an authorized NCLWF purpose; and

**WHEREAS**, the NCLWF approved the Grant Application at its meeting on the Award Date and has agreed to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract; and

**WHEREAS**, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

**NOW, THEREFORE**, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Contract Documents.** This Grant Contract consists of, and only of, the documents listed below. In the case of conflict, specific and special terms, conditions, and requirements shall control over general terms, conditions, and requirements. The Grant Contract is not a binding agreement on all Parties until (1) all Parties have executed this Grant Contract and all Exhibits that require execution, and (2) the funds for the Grant contemplated herein have been encumbered by the NCDNCR. This Grant Contract is subject to allocation and appropriation of funds to the NCDNCR for the purposes set forth in the contract. This Grant Contract constitutes the entire contract between the Parties, superseding all prior oral and written statements or contracts.

The Grant Contract Documents consist of:

- (a) This Grant Contract
  - (b) Exhibit A – Project Description
  - (c) Exhibit B – Project Budget
  - (d) Exhibit C – Pre-Disbursement Checklist
  - (e) Exhibit D – Does not apply (government)
  - (f) Exhibit E – General Terms and Conditions
2. **Grant Recipient's Duties.** The Grant Recipient agrees to conduct the project approved by the NCLWF for the purposes of and according to the Project Description in **Exhibit A** ("Project"), pursuant to the Budget set forth in the attached **Exhibit B**, in accordance with the terms of this Grant Contract, in accordance with any other applicable State statute or rule, and in accordance with the requirements of the NCLWF.
  3. **NCLWF's Duties.** Subject to the adherence to the requirements for disbursement, and subject to the appropriation, allocation, and availability to the NCLWF of Grant funds for the Project, the NCLWF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the Disbursement of Grant Fund Procedures set forth herein.
  4. **Contract Period.** It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the NCLWF by the Reimbursement Date. After the Expiration Date, any Grant funds remaining under this Grant Contract will no longer be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date and that are submitted to the NCLWF no later than the Reimbursement Date. The NCLWF's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date.

The Grant Recipient is solely responsible for requesting an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date. The request for an extension must give complete details of the reasons why an extension is needed, propose a new expiration date for the Grant Contract, and be submitted via the NCLWF's online grants management system. This request must be submitted to and received by the NCLWF at least sixty (60) days prior to the Expiration Date. Approval of any requested extension is at the sole discretion of the NCLWF. The approval or denial of the requested extension will be based upon Project performance, among other factors. The NCLWF is not obligated to send reminders or other notification of an approaching Expiration Date.

5. **Disbursement of Grant Fund Procedures.**

- a. Prior to the disbursement of any Grant funds under this Grant Contract, the Grant Recipient shall deliver to the NCLWF all of the documentation described in Exhibits C and D, as applicable.
- b. Grant funds will not be disbursed during the first week of January, the last three (3) weeks of June, the first week of July, or the last two (2) weeks of December. In addition, the State does not process payments on the last business day of any month.
- c. The NCLWF only agrees to pay or reimburse the Grant Recipient for reasonable costs actually incurred by the Grant Recipient that do not exceed the Grant funds budgeted for the Project as shown in Exhibit B.
- d. The Grant Recipient may seek reimbursement for allowable Project costs incurred after the Award Date notwithstanding the fact that those costs may have been incurred prior to the Effective Date. The Grant Recipient may not be reimbursed for Project costs incurred prior to the Award Date; however, the Grant Recipient may use such costs toward match requirement if the costs were approved by the NCLWF's Board of Trustees on the Award Date as shown on Exhibit B.
- e. Proportionate Spending of Matching Funds. The NCLWF encourages a commitment of matching funds to be contributed to the Project from non-NCLWF sources. Information on the commitment of matching contribution is part of the Grant Application submitted by Grant Recipient. Matching contribution value is then calculated as a percentage of the total project cost and is considered by the NCLWF as a match percentage when awarding Grants. Once an award is made, the matching percentage is incorporated into the Budget on Exhibit B. As funds are requested from the NCLWF, the Grant Recipient must provide documentation, sufficient to the NCLWF, showing how a proportionate expenditure of match will occur. The NCLWF will not make a disbursement of funds if the matching percentage falls below the original commitment of matching funds on Exhibit B.
- f. Requests for Payment. The NCLWF will not disburse Grant funds until receipt by the NCLWF's Contract Administrator of the Grant Recipient's requests for payment. Payment requests shall conform to the following:
  - i. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
  - ii. Payment requests shall identify any sales tax for which reimbursement has been or will be obtained from the North Carolina Department of Revenue ("NCDOR"). The NCLWF will not reimburse the Grant Recipient for such amounts.

- iii. Each payment request shall include a completed claim form and progress report submitted using the online grants management system. The progress report shall describe work accomplished on the Project and progress toward completing the Project Scope of Work in **Exhibit A**.
- g. Alternate Disbursement of Grant Funds. The NCLWF may, upon request by the Grant Recipient, disburse Grant funds prior to the Grant Recipient's actual payment to its vendors if such expenditures are documented by vendors' third-party invoices. In order for the NCLWF to disburse Grant funds to the Grant Recipient based on unpaid third-party invoices, the Grant Recipient must submit the following documentation:
- i. The Grant Recipient shall acknowledge on the claim form that the claim contains unpaid expenses to third-party vendors. The Grant Recipient shall also acknowledge that it shall comply with all terms of this Grant Contract in incurring the expense, has reviewed and approved the unpaid third-party invoice, and shall certify to the NCLWF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant funds.
  - ii. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
  - iii. Payment requests shall identify all amounts of sales tax for which the Grant Recipient and/or its vendors have or will obtain payment from the NCDOR. The NCLWF will not reimburse the Grant Recipient for such amounts.
  - iv. Each payment request shall include a completed claim form and progress report submitted using the online grants management system. The progress report shall describe work accomplished as well as progress toward completing the Project Scope of Work in **Exhibit A**.
  - v. The Grant Recipient shall confirm in writing to the NCLWF within thirty (30) days of the disbursement of Grant funds, via the appropriate form provided on the NCLWF's online grants management system, that the required payment has been made to the third party.
- h. Certification by Licensed Professional. At the option of the NCLWF, payments may be made only on the certificate and seal of an appropriately qualified licensed professional (e.g., licensed Professional Engineer) that the work for which the payment is requested has been completed in accordance with approved plans and specifications. An estimate by the construction contractor setting forth items to be paid out of the proceeds of each such payment shall be attached to the certificate. The NCLWF, at its option, may further require a certificate from such



appropriately qualified licensed professional that the portion of the Project completed as of the date of the request for payment has been completed according to schedule and otherwise as approved by the NCLWF and according to applicable standards and requirements. However, the NCLWF may, at its discretion, make payments without requiring such certificates or construction contractor's estimate, in which event the Grant Recipient shall furnish the NCLWF a list of and the amounts of items to be paid out of the payment, or such other evidence as the NCLWF may require.

- i. Payment Based on Progress. The Grant Recipient agrees to proceed with diligence to complete the Project according to the schedule set out in **Exhibit A** and shall show appropriate progress prior to each payment by submitting a written report on the NCLWF's online grants management system. Payment may be withheld or delayed if the Grant Recipient fails to make progress on the Project satisfactory to the NCLWF. Amounts withheld shall be reimbursed with subsequent payments in the event that the Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
- j. Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for expenses incurred on the Project and agrees to submit to the NCLWF all such receipts, affidavits, canceled checks, or other evidence of payment as may be requested from time to time and, when and if requested by the NCLWF, to furnish adequate proof of payment of all debts incurred on the Project.
- k. NCLWF Retaining Portion of Funds until Project Completion. The NCLWF will withhold payment from the Grant Recipient in the amount of \$7,500 of the Grant until the Grant Recipient has satisfactorily submitted its grant contract final report.
- l. Costs of Project Administration. The NCLWF agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such payment shall be made under the Project Administration line item of **Exhibit B** and shall conform to the following:
  - i. Costs allowable under the Project Administration line item shall be only reasonable costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the grant contract final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following:
    - a. compensation to the Grant Recipient's employees, plus the Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay multiplied by an audited or auditable benefits multiplier);
    - b. compensation to the Grant Recipient's independent contractors (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or

- c. cost of professional services contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost.
  - ii. Costs of any other work described in the Project Scope of Work in **Exhibit A** are not allowable under the Project Administration line item.
- 6. **Grant Withdrawal for Failure to Enter into a Construction Contract.** Pursuant to N.C.G.S. §143B-135.238(f), if the Project includes a construction component to be completed by a third party, this Grant award shall be withdrawn if the Grant Recipient fails to enter into a construction contract for the Project within one (1) year after the Award Date, unless the NCLWF's Board of Trustees finds that the Grant Recipient has good cause for the failure. If the Trustees find good cause for the Grant Recipient's failure, the Trustees shall set a new date by which the Grant Recipient must take action, or the Grant Recipient shall be deemed to have forfeited the Grant and the NCLWF shall be deemed to have no further obligations with regards to the Project.
- 7. **Reversion of Unexpended Grant Funds.** Any unexpended Grant funds shall revert to the NCLWF on the Reimbursement Date or upon termination of this Grant Contract, whichever occurs first.
- 8. **Reporting Requirements; Audit; Record Retention.** The Grant Recipient must comply with all reporting requirements of N.C.G.S. §143C-6-21 through 143C-6-23, and Title 09, Subchapter 3M of the North Carolina Administrative Code ("N.C.A.C."), and any revisions thereof. The Grant Recipient must also provide the required documentation as set forth in **Exhibits C and D**, if applicable. All such required reports shall be filed in accordance with the applicable statutes and rules on the forms required by the Office of State Budget and Management ("OSBM") and the Office of the State Auditor ("OSA") and submitted to the NCLWF.

The State Auditor and the NCDNCR Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. Additionally, as the State funding authority, the NCDNCR shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. This access includes but is not limited to: ready access to persons and the ability to examine and copy all books, records, reports, vouchers, correspondence, files, personnel files, investments, and any other documentation of the Grant Recipient. The Grant Recipient shall retain complete accounting records, including original invoices, payrolls, Grant Contracts, working papers, or other documents clearly showing the nature of all costs incurred and expenditures made under this Grant Contract. The Grant Recipient agrees that the NCLWF, NCDNCR and OSA have the right to audit the books and records of the Grant Recipient pertaining to this Grant Contract both prior to Closing and for five (5) years after the completion or termination of this Grant Contract, or until all audit exceptions, if any, have been resolved, or for such a period of time allowed by N.C.G.S. §147-64.7, whichever is longer.

If the Grant Recipient is a State agency, all records shall be retained in accordance with the records retention and disposition schedules issued by the Division of Archives and Records of NCDNCR. The records retention and disposition schedule applicable to the Grant Contract at the time of Effective Date requires that records be retained until five (5) years after submission of the final report or until such time as no audit or litigation is pending or reasonably

anticipated, whichever is longer. All such records shall be made accessible to the NCLWF, NCDNCR, OSBM, and OSA upon request.

The definitions set forth in N.C.G.S. Chapter 143C shall apply to this Grant Contract except as otherwise provided herein below. The definitions provided by 09 N.C.A.C. 03M shall apply to this Grant Contract to the extent they are not in conflict with N.C.G.S. Chapter 143C or this Grant Contract. In the event of conflict between or among definitions, N.C.G.S. Chapter 143C shall control over 09 N.C.A.C. 03M, and this Grant Contract shall control over N.C.G.S. Chapter 143C.

- a. For purposes of this Grant Contract, a "Grantee," as defined in N.C.G.S. §143C-6-23, and "Recipient," as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall also include the "Grant Recipient," and the term "Grantee" shall mean and refer to an entity that is the recipient of an interest in real property.
  - b. For purposes of this Grant Contract, a "Subgrantee," as defined in N.C.G.S. §143C-6-23, and "Subrecipient," as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall be referred to as a "Sub-grant Recipient."
  - c. "State agency" shall mean a unit of the executive, legislative, or judicial branch of State government, such as a department, institution, division, commission, board, council, or school within The University of North Carolina System. The term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the North Carolina Land and Water Fund are State agencies.
  - d. "Grant" and "grant funds" as defined in N.C.G.S. §143C-6-23 means State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers' and State Employees, or other similar medical programs. For purposes of this Grant Contract, both "grant" and "grant funds" shall be referred to as the Grant that is provided to the Grant Recipient to carry out the objectives of the Grant Contract.
  - e. "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective. For purposes of this Grant Contract, the Grantor is the North Carolina Land and Water Fund.
9. **Notice; Contract Administrators.** All notices, requests, or other communications permitted or required to be made under this Grant Contract shall be directed to the respective Contract Administrator. Notices shall be in writing, signed by the Party giving such notice. Notices shall be deemed received three (3) business days following the date when deposited in the mail, postage prepaid, registered, or certified mail, return receipt requested, unless another form is otherwise noted herein.
10. **Signature Warranty.** Each individual signing below warrants that he or she is duly authorized to sign this Grant Contract for the respective Party and to bind said Party to the terms and conditions of this Grant Contract.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Grant Recipient and the NCLWF have agreed to conduct the execution of this Grant Contract by electronic means. A final, signed version of the document shall be kept on file by the NCLWF. If there is any controversy as to the terms of the final document, the final signed version of the document kept on file by the NCLWF shall control.

**GRANT RECIPIENT:**

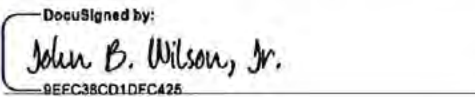
**TOWN OF SMITHFIELD, a North Carolina Local Government Unit**

By:    
800BDCAF970F4FE...

Name: Michael Scott  
Title: Town Manager  
Date: 5/12/2023

**GRANTOR:**

**NORTH CAROLINA LAND AND WATER FUND**

By:    
9EFC3BCD1DFC425

Name: John B. Wilson, Jr.  
Title: Chairman, Board of Trustees  
Date: 5/12/2023

By:    
E85AFB80AA7E4F4...

Name: William B. Summer  
Title: Executive Director  
Date: 5/9/2023

**EXHIBIT A**  
**PROJECT DESCRIPTION**

**Stream of the Project Site:** Spring Branch

**Watershed and River Basin:** Walnut Creek-Neuse River Watershed, Neuse River Basin

**County:** Johnston

**Amount Requested from NCLWF:** \$100,000

**NCLWF approved grant amount up to:** \$100,000

**Total Matching Contributions:** \$682,250

**Total Project Budget:** \$782,250

**Percent Match:** 87%

**Grant Award Date:** September 20, 2022

**Related NCLWF-funded Projects:** None.

**Project Location:** Spring Branch is a tributary to the Neuse River, located in the town of Smithfield, in Johnston County. The Project stream is a completely piped tributary crossing eight properties.

**Causes of Impairment:** The main channel has been straightened, ditched, and lined with concrete blocks for 50% of the reach length, which has degraded aquatic habitat, accelerated storm flows and exacerbated flooding of the stream to its confluence with the Neuse River.

**Project Summary:** Restore 434 linear feet of Spring Branch and daylight and restore a further 107 linear feet of an unnamed tributary to Spring Branch.

**Conservation Agreements Required:** Declaration of Covenants and Restrictions.

**Scope of Work:**

The Grant Recipient shall conduct and complete the activities listed below:

1. Consult with relevant permitting and regulatory agencies, including FEMA
2. Draft and complete engineering designs and plans
3. Secure all required local, State, and Federal permits
4. Construct Project per engineering design and plans
5. Establish a stewardship plan
6. Manage the Project in total and report to the NCLWF

**Special Grant Contract Conditions:**

1. The Grant Recipient shall provide or otherwise ensure that the matching funds identified in **Exhibit B** are provided to the Project.
2. Stream restoration, enhancement, and stabilization designs and their implementation must

provide for permanently vegetated riparian buffers and permanent legal protection of the riparian buffers in accordance with the following:

- (a) Riparian buffer widths, areas, and vegetation. Except as otherwise provided in these Special Contract Conditions, riparian buffers must be vegetated with protected existing vegetation and/or new planted vegetation established to become permanent over the entire buffer area in accordance with the following:
- i. Widths and areas of riparian buffers. The widths and areas of vegetated riparian buffers are given below in the Schedule of Properties for Legal Protection of Riparian Buffers.

Schedule of Properties for Legal Protection of Riparian Buffers								
Tract. No.	Property Owner	Parcel Identification Number (PIN)	Stream Right			Stream Left		
			Stream Frontage (LF)	Average Protected Buffer Width (feet)	Protected Buffer Area (acres)	Stream Frontage (LF)	Average Protected Buffer Width (feet)	Protected Buffer Area (acres)
1	Town of Smithfield	169418-40-9072	66	20-120	.01**	66	54	.07
			12	50-75	.01**	12	50-75	.01**
2	Town of Smithfield	169418-40-9044	42	77	.06	-	-	-
			95	25-81	.04**	95	20-130	.01**
3	Town of Smithfield	169419-50-0022	57	85	.14	62	26	.03***
			-	-	-	*	20-130	.01**
4	Town of Smithfield	169307-59-0944	62	70	.14	67	31	.04***
5	Town of Smithfield	169307-59-0991	73	61	.15	75	41	.06***
6	Town of Smithfield	169307-59-1962	*	30	.15			
7	Town of Smithfield	169307-59-1872	82	22	.04	164	34	.16
8	Town of Smithfield	169307-59-2838	52	41	.14			
Totals			541	71	0.88	541	31	0.39
Average protected buffer widths								
*Parcel contains buffer, but no stream frontage.								
**Protected Buffer Area included in other measurement.								
***Not possible to increase buffer (Property Line).								

- ii. Woody vegetation along stream banks. Along restored streambanks and protected existing streambanks, native woody vegetation must be protected or established at a density such that vegetation will reach a survival rate of at least 320 trees per acre. Native woody vegetation must be protected or established from the top of each protected or restored streambank outward to widths of at least fifty (50) feet perpendicular to the streambank.

- (b) Permanent legal protection of riparian buffers. Property on which vegetated riparian buffers are to be established must be protected permanently by legal instruments conforming to N.C.G.S. Chapter 121, Article 4, and N.C.G.S. Chapter 143B, Article 2, Part 41 "Conservation Agreements." Real properties of the Project Site and corresponding land areas to be permanently protected are given in the Schedule of Properties for Legal Protection of Riparian Buffers.
- (c) "Stream enhancement" means the process of implementing certain stream rehabilitation practices in order to improve water quality and/or ecological function. These practices typically are conducted on the streambank or in the flood prone area. An enhancement procedure may include fencing cattle out of a stream and reestablishing vegetation in order to provide streambank stability. These types of practices should be conducted only on a

- stream reach that is not experiencing severe aggradation or erosion. Enhancement also may include placing in-stream habitat structures, provided that the in-stream structures do not affect the overall dimension, pattern, or profile of a stream that is in dynamic equilibrium.
- (d) "Stream restoration" means the process of converting an unstable, altered, or degraded stream corridor including adjacent riparian zone and flood prone areas, to its natural or referenced, stable conditions considering recent and future watershed conditions. This process also includes restoring the geomorphic dimension, pattern, and profile and biological and chemical integrity, including transport of water and sediment produced by the stream's watershed in order to achieve dynamic equilibrium.
  - (e) "Stream stabilization" means the in-place stabilization of a severely eroding streambank. Stabilization techniques that include "soft" methods or natural materials (such as root wads, rock vanes, and vegetated crib walls) may be considered as part of a restoration design. However, stream stabilization techniques that rely heavily on "hard" engineering, such as concrete-lined channels, rip rap, or gabions, to stabilize streambanks will not be considered to be stream restoration or stream enhancement.
3. The Grant Recipient, which is also the "Conservation Agreement Holder," shall permanently restrict uses on each Property identified in the Schedule of Properties for Legal Protection of Riparian Buffers, as follows.
- (a) Properties owned by the Conservation Agreement Holder. Permanent property restrictions needed to implement the Project shall be in the form of recorded Declarations of Covenants of land-use restrictions that provide for the State of North Carolina to have rights of enforcement of the Declarations of Covenants. Declarations of Covenants shall be substantially in a form of the document approved and signed as-to-form by the NCLWF. The Grant Recipient is responsible for accomplishing and completing the following for these properties:
    - i. submit to the NCLWF a Letter of Intent from the Conservation Agreement Holder indicating its intent to enter into permanent land-use restrictions on Conservation Agreement Holder-owned properties identified in the Schedule of Properties for Legal Protection of Riparian Buffers to protect portions of properties needed to implement this Project. This letter shall describe the properties and the portions of the properties to be protected, shall state that the Conservation Agreement Holder intends to enter into permanent land-use restriction to protect land that is part of the Project Site, and shall be signed by the Conservation Agreement Holder. The NCLWF will approve the Grant Recipient's requests for payment of any costs only after receiving such a letter;
    - ii. prepare and execute a Declaration of Covenants of land-use restrictions for each property and record each executed Declaration with the Register of Deeds in the County in which the Property is located; and
    - iii. provide a copy of each recorded Declaration to the NCLWF. The NCLWF will approve the Grant Recipient's requests for payment of any costs for construction only after receiving all recorded Declarations.
  - (b) Properties not owned by the Conservation Agreement Holder. Permanent property restrictions needed to implement the Project shall be in the form of recorded permanent Conservation Easements that provide for the State of North Carolina to have third-party rights of enforcement of the permanent Conservation Easements. The Grant Recipient will

accomplish and complete the following for these properties:

- i. the Grant Recipient shall be the holder of Conservation Easements acquired for the Project and shall monitor conditions on the land addressed in the Conservation Easements at least annually, in perpetuity;
  - ii. submit to the NCLWF a Letter of Intent from each property owner indicating each owner's intent to enter into a permanent Conservation Easement to protect portions of properties needed to implement this Project. Such letters shall describe the Property and the portions of the Property to be protected, shall state that the owner intends to enter into a permanent Conservation Easement to protect land that is part of the Project Site, and shall be signed by the property owner. The Grant Recipient shall submit the Letters of Intent to the NCLWF. The NCLWF will approve the Grant Recipient's requests for payment of any costs only after receiving such letters;
  - iii. prepare and execute a deed of Conservation Easement for each Property and record each executed deed with the Register of Deeds in the County in which the Property is located; and
  - iv. provide a copy of each recorded deed of Conservation Easement to the NCLWF. The NCLWF will approve the Grant Recipient's requests for payment of any costs for construction only after receiving all recorded deeds of Conservation Easement.
4. The Grant Recipient shall secure applicable Federal and State permits before the start of construction and submit copies of the permits to the NCLWF. The Grant Recipient shall also be responsible for seeking Environmental Review from the North Carolina Historic Preservation Office Environmental Review Branch. The NCLWF shall approve requests for payment of the Grant Recipient's construction costs only after receiving copies of applicable Federal and State permits and review memos.
5. In accordance with Water Quality Certification No. 3885, before construction begins the Grant Recipient shall submit a Pre-Construction Notification (PCN) form and three (3) copies of the Project plans and specifications to the North Carolina Division of Water Resources (DWR) 401 Certification Program for review. The Grant Recipient shall name the NCLWF as the "agent" on the PCN form and shall send a copy of the PCN form to the NCLWF at the same time the form is sent to DWR.
6. In conducting this Project, the Grant Recipient shall employ principles for restoring streams that have been established by the DWR 401 Certification Program. The Grant Recipient shall work with staff of the DWR 401 Certification Program to provide a Project Design that, to the extent practicable, re-establishes the structure, function, and self-sustaining behavior of the Project reach of stream to those that existed before the stream reach was disturbed. The NCLWF will release funds for reimbursing the Grant Recipient for construction only after receiving a letter from the DWR 401 Certification Program stating that either: (a) the Project design is capable of restoring the stream reach, or (b) if, in the opinion of the DWR 401 Certification Program, restoration of the full stream reach is not practicable but the Project Design is capable of enhancing portions of the reach that cannot be restored. If DWR does not provide such a letter within thirty (30) days from receiving the PCN and Project Design (plans and specifications) from the Grant Recipient, the NCLWF will deem that the Design meets the requirements of the DWR 401 Water Quality Certification Program.



Other conditions special to this grant:

Project engineering designs and plans to be provided to the NCLWF at the conceptual design phase (30% to 60% complete).

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Spring Branch Resiliency and Restoration Budget Amendment

<b>3. REVENUE</b>						
46-60-3300-3307-0008	Grant - NCLWF2022-808	Spring Branch Resiliency	\$ -	\$ 95,000	\$ 95,000	
46-60-3300-3307-0009	Grant - NCLWF2022-444	Spring Branch Resiliency	-	100,000	100,000	
46-75-3870-3870-0308	Transfer -	Spring Branch	<u>100,500</u>	<u>9,000</u>	<u>109,500</u>	
			<u>\$ 100,500</u>	<u>\$ 204,000</u>	<u>\$ 304,500</u>	
<b>EXPENDITURE</b>						
46-60-5500-5700-7401	Spring Branch Resiliency		<u>\$ -</u>	<u>\$ 204,000</u>	<u>\$ 204,000</u>	
To establish and fund Spring Branch Resiliency Project						
<b>4. Expenditure</b>						
10-00-9990-5300-0000	GF Contingency		\$ 250,799	\$ (9,000)	\$ 241,799	
10-76-5500-5970-9100	Transfer to GCPF -	Spring Branch Projects	<u>100,500</u>	<u>9,000</u>	<u>109,500</u>	
			<u>\$ 351,299</u>	<u>\$ -</u>	<u>\$ 351,299</u>	
To establish and fund Spring Branch Resiliency Project						
Date: _____						
APPROVED: _____						
	M. Andy Moore, Mayor					
VERIFIED: _____						
	Shannan Parrish, Town Clerk					



# Request for Town Council Action

Consent  
Agenda  
Item:  
Date: Award of  
Contract  
10/03/2023

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

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## 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 2023 – FY 2024 budget, and will cost the Town \$24,749.00. The budgeted funds will be used from line item 45-71-7220-5700-7413.

## 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

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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 September 7, 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 \$24,749.00.


\*\*

## Manhole Rehabilitation Project for the Town of Smithfield

### Bid Tabulation - Bids Received: September 7, 2023

	Contractors	Manholes Acknowledged				Bid Price
1	CMT	x				\$ 41,690.15
2	<b>Dun-Right Services</b>	x				<b>\$ 24,749.00</b>
3	East Coast Infrastructure	x				\$ 52,200.00
4	ProCoat	x				\$ 31,808.00
5	Jymco	x				\$ 54,366.25
6						
7						

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 7th day of September, 2023 at the Town of Smithfield Operations Center, located at 230 Hospital Road, Smithfield, North Carolina.

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

**NORTH CAROLINA  
TOWN OF SMITHFIELD**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the   4   day of  October , 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   October 04, 2023   to   December 22, 2023   unless sooner terminated as provided herein.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed  Twenty-Four Thousand Seven Hundred Forty-Nine and No Dollars  (\$  24,749.00  ) 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 October 4, 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: \_\_\_\_\_  
**Michael L. Scott, Town Manager**

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_

Business Name: Dun-Right Services, Inc.

## 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 October 4, 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 Bingham Street, Gaston Drive and Forbes Drive, 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 December 22, 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 eight (8) 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 \$ 24,749.00 ; in accordance with the attached proposal, provided by the contractor.



# Request for Town Council Action

Consent  
Agenda  
Item  
Date: 10/03/2023  
DSDC Board  
Appointments

---

Subject: Appointment to the Downtown Smithfield Development  
**Corporation's Board of Directors**

Department: General Government

Presented by: Town Clerk – Shannan Parrish

Presentation: Consent Agenda

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## Issue Statement

The DSDC is requesting the Town Council to appoint Dr. David Barbour to its Board of Directors

## Financial Impact

There will be no impact to the budget.

## Action Needed

Council approval of the appointments and adoption of Resolution No. 739 (22-2023)

## Recommendation

Staff recommends approval of this appointments and adoption of Resolution No. 739 (22-2023)

Approved:  Town Manager  Town Attorney (not required)

## Attachments:

1. Staff Report
2. Application – Dr. David Barbour
3. Resolution No. 728 (22-2023)



# Staff Report

Consent DSDC Board  
Agenda: Appointments

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The Downtown Smithfield Development Corporation's Board of Directors is recommending the appointments of Dr. David Barbour to serve on the DSDC Board of Directors.

Pursuant to Article VII "Directors Terms" (see below) of the Downtown Smithfield Development Corporation by-laws, any appointment to the Board must be approved by resolution of the Smithfield Town Council.

***Article VII – Directors Terms***

*Directors shall be elected for a term of three years, beginning with five Directors elected in January 2019 and four Directors elected in January 2020 and 2021. Directors will be elected in the month of January. Directors shall be nominated by the Board of Directors and shall become Directors upon approval by resolution of the Smithfield Town Council. At all times, there shall be at least five (5) Directors that own real property in the Downtown Smithfield Municipal Service District, own a business that leases property within the Downtown Smithfield Municipal Service District, or own an interest in a company that owns real property in the Downtown Smithfield Municipal Service District.*



## Downtown Smithfield Development Corporation Board of Directors Candidate Application

Name David Barbour

Business Town of Smithfield

Business Address Town Hall, 350 East Market Street, P.O. Box 761, Smithfield, NC 27577

Email [davidraybarbour@gmail.com](mailto:davidraybarbour@gmail.com) Cell Phone (919) 524-7834

Business Phone (984) 236-2781 Home Phone (919) 524-7834

Home Address 109 Whitley Drive, Smithfield NC 27577

### **Brief Biography**

***Born at Johnston Memorial Hospital in 1960 to a family with a Truck driver for a father, I lived in several towns growing up including Cary, Raleigh, Charlotte, and Kannapolis finally coming back to Johnston County to the Stancil Chapel Area. I entered the 10<sup>th</sup> grade at North Johnston High School graduating in 1978 and began my post-secondary journey. I earned my A.A.S. degree in Electronic Engineering Technology from Johnston Community College in 1980, my B.S. in Business Administration from Barton College in 1994, My M.S in Industrial Technology-Digital Communication from ECU in 2000, and my EdD in Educational Technology Management from Northcentral University in 2014. I also earned two degrees in Theology from Carolina Bible Institute and Seminary in Pine Level. I moved to my current residence in Smithfield in 1984. My professional career began in 1979 in Clayton at Data General which then took me to Apex NC in 1984 where I work as a Sr. Engineering Tech until 1994. I completed my B.S. degree and was hired by Ericsson Mobile Phone to work in its Lynchburg VA factory as a Verification/Quality Engineer. I worked there during the week and back to Smithfield for the weekends. After 2 years in 1996, I was moved to RTP NC to lead the Quality System for Ericsson's New Mobile Phone Design Department, and in 1998 I helped start Ericsson's New Product Introduction Department. In January 2001, I left Ericsson to start a new business, Mobility Learning Solutions but after a turn in the market, the decision was made to end that effort. I began teaching Public School at Smithfield Middle School in the fall of 2001 as a Technology Ed teacher but was really hired by the principal to be the Computer Engineering teacher at West Johnston which would open in fall 2002. I worked at West Johnston until being hired by the NC Department of Public Instruction (NCDPI) as a Trade and Education Consultant where I have worked since. I am responsible for programs in the state's public high schools that include Advanced Manufacturing, firefighting, law and justice, emergency management, 911 telecommunicator, and drone technology. I am a certified FAA Drone Pilot. In 2013, my wife and I opened and ran Market Street Coffee and Bakery on Market Street across from the***

***Courthouse. We experienced many of the issues that businesses face in our town and after 8 months were unable to be successful having to close the business. In addition to my work resume, I am the District 4 town councilman for Smithfield (serving my second term), a high school sports official (33 yrs. football, 32 yrs. basketball-retired, 17 yrs. baseball, 10 yrs. softball), I also am an ordained minister since 2020 serving as pastor of Watson's Grove OFWB church since June 2022. I am married to Connie Barbour, who is a 2nd-grade teacher at Wilson Mills Elementary School. I have two children. My son, Austin Barbour, is a Firefighter/EMT Teacher at Clayton High School and worked in EMS across the county. He is married and has three children, Twin Girls who are 12, and his youngest who is 5. My daughter, Emma, just graduated from high school and is now attending JCC.***

**Specific Qualifications for DSDC Board of Directors**

***My professional career has been involved in Strategic Planning. One must have a well-developed plan to succeed. I am a certified Quality System Auditor, auditing Companies for Data General and Ericsson worldwide. I have run a business in Smithfield and know some of the struggles businesses are facing. I am a town councilman and can provide support for projects that align with the town's overall goals.***

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**Committee** (indicate which committee best suits your interests):

***(wherever the need for town support is at its most urgent)***

**Promotions**

Marketing Downtown Smithfield through events and advertising to attract customers, potential investors, new businesses, residents, and visitors.

**Design & Physical Improvement**

Enhancing Downtown Smithfield's physical appearance through building rehabilitation, compatible new construction, public improvements, and design management systems.

**Economic Development**

Strengthening Downtown Smithfield's economic base and creating new opportunities through careful analysis and appropriate mixed-use development.

**List three results you would like to see the DSDC accomplish.**

- 1. An Increase in activities on weekends and at night to attract more people to downtown.**
- 2. Enhance travel through the downtown area to include better traffic flow, parking, and pedestrian traffic.**
- 3. Increase the number of businesses in the downtown area to ensure commerce and reduce the number of lower service businesses such as bail bondsmen, and law offices in heavier commerce areas.**



**Membership in other organizations**

<b>Organization</b>	<b>Dates</b>	<b>Activities/Leadership</b>
Town Council	Dec 2017 to present	District 4 Councilman

**Please submit application to:**

Downtown Smithfield Development Corporation  
200 S. Front Street  
Smithfield, NC 27577

**TOWN OF SMITHFIELD**  
**RESOLUTION NO. 739 (22-2023)**  
**Supporting an Appointment to the Downtown Smithfield**  
**Development Corporation's Board of Directors**

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

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

WHEREAS, the Downtown Smithfield Development Corporation Board of Directors have recommended the new appointment of Dr. David Barbour; and

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

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

Adopted this the 3<sup>rd</sup> day of October, 2023

\_\_\_\_\_  
M. Andy Moore, Mayor

Attest:

\_\_\_\_\_  
Shannan L. Parrish, Town Clerk



# 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>
Facility Maintenance Specialist	P&R – Recreation	10-60-6200-5100-0200
Police Officer	Police	10-20-5100-5100-0200
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200

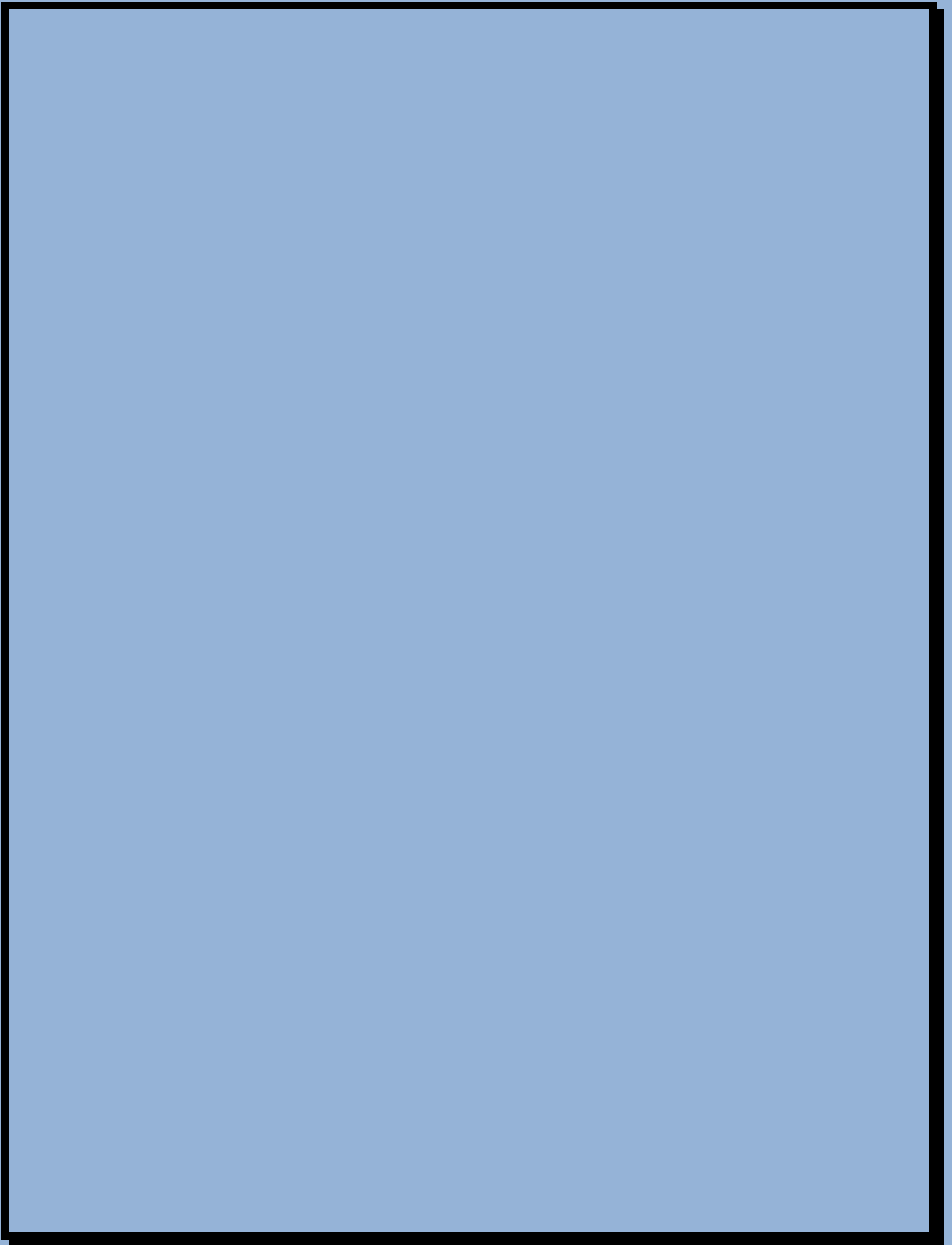
## Action Requested

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

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Deputy Police Chief	Police	10-20-5100-5100-0200	\$39.38/hr. (\$81,910.40/yr.)
Equipment Operator	PW – Streets	10-30-5600-5100-0200	\$17.46/hr. (\$36,316.80/yr.)
Police Officer II	Police	10-20-5100-5100-0200	\$23.36/hr. (\$52,232.96/yr.)
P/T SRAC Staff - General	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.
P/T SRAC Staff - General	P&R – Aquatics	10-60-6220-5100-0210	\$12.00/hr.
Utility Line Mechanic	PU – Water/Sewer	30-71-7220-5100-0200	\$17.37/hr. (\$36,129.60/yr.)



# Business Items





# Request for Town Council Action

**Business**   **Engineering**  
**Agenda**   **Contract**  
**Item:**   **Approval**  
**Date:**   10/03/2023

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**Subject:** CSX Culvert Improvement Project – Engineering Contract  
I-95 Culvert Scope Change

**Department:** Public Works

**Presented by:** Town Manager – Michael Scott & Town Engineer - Bill  
Dreizler, P.E.

**Presentation:** Business Item

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## Issue Statement

In June of 2022 the Council approved an engineering contract with LJB, inc. for the engineering and permitting phase of the proposed CSX Culvert replacement project located behind 1517 S Brightleaf Boulevard. The design scope of work included a Hydrologic and Hydraulic Analysis to assure the additional culverts (twin 48-inch) would not have an adverse impact on downstream properties. The analysis indicated a rise in flood levels in the area between the CSX railroad and I-95 with the installation of the additional culverts. The recommendation is a new parallel 72-inch pipe that will run under Wal-Pat Road, I-95 and Whitley Farms Road. After an assessment of the cost of the amended engineering scope and construction scope, additional State funding was requested. The additional funding is currently in the State budget and therefore staff is presenting the LJB, inc. fee agreement to move forward with design and permitting of the 72-inch culvert.

## Financial Impact

The Town received \$950,000 in grant funding through the North Carolina Department of Public Safety for the CSX Culvert Improvement Project. The appropriation included in the new budget includes an additional \$1.1M for this project for a total project budget of \$2,050,000. The engineering design and hydraulic analysis for the CSX Culvert portion of the scope was approved as a lump sum fee in the amount of \$193,700. The lump sum fee for engineering and permitting of the I-95 72-inch culvert is \$171,380. Therefore, the total engineering and permitting cost is \$365,080 leaving \$1,684,920 for construction.

## Action Needed

Council to vote to accept or deny the LJB, inc. lump sum fee agreement in the amount of \$171,380.

## Recommendation

Staff recommends award of the contract to LJB, inc. in the amount of \$171,380.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. LJB, inc. Fixed Fee Agreement
3. LJB, inc. Hydrologic and Hydraulic Analysis



# Staff Report

**Business**   **Engineering**  
**Agenda**   **Contract**  
**Item:**   **Approval**

LJB, inc. was selected following the requirements of the mini-brooks act for the CSX Culvert engineering and permitting. Given the scope of services included a Hydrologic and Hydraulic Analysis to assure no adverse downstream impacts from the proposed project, the fee agreement for the I-95 culvert is considered a change in scope and was directly negotiated with LJB, inc. Based on staff review of the H&H Analysis, the proposed twin 48-inch culverts can not be installed without creating an adverse impact on downstream properties without additional mitigation efforts. Staff concurs that the proposed parallel 72-inch culvert under I-95 will allow floodwaters to reach areas just upstream of the Neuse River and mitigate any potential downstream impacts to existing properties.

The project scope of work is defined within the LJB, inc. proposal. Additionally, with Council approval of the fee agreement, staff will direct the consultant to update the project schedule and provide an updated opinion of cost.

Bill Dreitzler, P.E.  
Smithfield Town Engineer



**Fixed Fee Agreement for Consulting Services**  
**between**

**Town of Smithfield**

---

**and**



**LJB Engineering PC**

**March 24, 2023**

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**LJB Project Number:**                     **N/A**

## Fixed Fee Agreement for Consulting Services

This agreement is being executed as of the 24th day of March, 2023, between Town of Smithfield, a municipality [e.g. corporation, limited liability corporation, etc.]

having its principal office at 350 East Market Street, Smithfield, NC 27577 ("Client"), and LJB Engineering Professional Corporation (PC), an Ohio Professional Corporation, having its southeast principal office at 1401 Aversboro Road, Suite 215, Garner, North Carolina 27529 ("LJB"), under the following circumstances:

- A. Client desires to engage LJB to assist in rendering services in connection with a project as set forth on Schedule 1 attached hereto.

Now, therefore, Client and LJB agree as follows:

1. Compensation for services.
  - (a) For the services provided by LJB, LJB will bill Client, and Client will pay LJB, as shown on Schedule 1 attached hereto. In addition, Client will reimburse LJB for reimbursable expenses (as defined in the Terms and Conditions attached hereto) incurred by LJB. Invoices for services and reimbursable expenses will be submitted by LJB monthly.
  - (b) All invoices for services rendered by LJB will be payable in full by Client upon receipt of LJB's invoice. With respect to services rendered by LJB, Client may not retain a percentage of the amount due. There also shall be no retention with respect to reimbursable expenses.
  - (c) The estimates of LJB's charges for services set forth on Schedule 1 attached hereto represent LJB's good faith estimate of such charges. Such estimates are based upon the following assumptions: (i) LJB will proceed with a complete design of a single concept in each segment of the services; (ii) no unforeseen engineering or environmental problems increasing the scope of the services required will be encountered; (iii) the respective services and responsibilities of Client, LJB, contractors, and others will be well coordinated; (iv) all governmental and regulatory approvals and permits (including, without limitation, rezoning) will be obtained in due course without significant objection; and (v) the services will be performed within the time frame indicated on Schedule 1 attached hereto. LJB will inform Client if, as a result of the failure of any such assumptions or any changes in the scope of the services, actual charges by LJB will exceed the estimated amount. Except in the event of changes in the scope of such services, LJB's charges will not exceed the estimated amount.
2. Terms and Conditions: The terms and conditions attached hereto are hereby incorporated into this Agreement.



In witness whereof, Client and LJB have executed this agreement as of the day and year first written above.

**CLIENT**

**LJB**

\_\_\_\_\_

LJB Engineering PC  
\_\_\_\_\_

By: \_\_\_\_\_

By: Kevin E. Wilcox  
\_\_\_\_\_

Name: \_\_\_\_\_

Name: Kevin E. Wilcox  
\_\_\_\_\_

Title: \_\_\_\_\_

Title: President  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 3-24-2023  
\_\_\_\_\_

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party.

## Schedule 1

### I-95 Culvert Improvement Project

#### BACKGROUND

The Town of Smithfield, NC is planning to install two 48" culvert pipes under the existing CSX Railroad rail line, approximately 930 southeast of the intersection of South Brightleaf Boulevard and Huntley Street to help alleviate local nuisance flooding upstream of the rail line.

A hydrologic analysis of the watershed as part of that project confirmed that an additional 72-inch culvert located under I-95, downstream of the proposed CSX twin 48-inch culverts, will further reduce the flooding that has been occurring upstream of I-95 and upstream of the CSX rail line. The purpose of this project is to prepare construction documents and obtain permitting for the installation of the 72-inch culvert.

The scope of work will consist of two Phases: 1) Preparation and permitting of construction documents for the installation of a 72" concrete culvert under I-95, including Wal-Pat and Whitley Farm Roads, and 2) an updated hydraulic analysis using the hydraulic model in the CSX project to confirm the final flood elevations due to the installation of the culvert.

#### SCOPE OF WORK

##### Phase 1 – Construction Drawings, Specifications and Permit Submittals

LJB will prepare construction documents including drawings and specifications suitable for bidding and permitting. The construction drawings will be prepared in 3 stages as follows:

Stage 1 - 60% drawings suitable for review and comment by the Town and NCDOT representatives. Comments received at this stage will be incorporated into the next deliverable set of plans.

Stage 2 – 90% drawings ready for permitting by required agencies to construct the project. This stage will include comments received by the Town and NCDOT in Stage 1. Following review and refinement of 60% drawings at Stage 1, permit application packages will be prepared and submitted to the appropriate State and federal agencies. We anticipate permitting will be required from Army Corps of Engineers, NC DEQ, NCDOT, the Town of Smithfield, and CSX if required by the Town.

Stage 3 – 100% construction documents including comments received in Stage 2, technical specifications, bid documents, and the engineer's opinion of probable cost. This stage will also include coordinating the bidding process as your representative. This will include preparation and distribution of bid documents including construction drawings, technical specifications, contract documents, and supplemental conditions. We will identify up to three locally qualified contractors, distribute bid packages, and receive bids. You may wish to expand the bidder list with additional contractors. Once bids are opened, we will evaluate the bids and recommend a contractor for the project. We will verify the contractor's license and obtain Certificates of Insurance to verify required insurance coverages. We will coordinate execution of the contract between your company and the contractor.

This proposal includes Construction Observation services. We assume 12 weeks of construction and a

total of 96 hours of onsite observation including travel time.

Construction observation services would consist of the following: we will coordinate with the contractor on such issues as schedule, site access, working hours, change orders (if any), pay requests, etc. We will observe construction of critical components of the project, but do not anticipate being on-site full time. We will not dictate means and methods to the contractor and we will not be responsible for work-site safety (these will be contractor's responsibility). We will coordinate with you throughout the construction process to address any concerns that may arise.

### **Phase 2 – Hydraulic Analysis**

LJB will prepare an update to the hydraulic analysis that was prepared for the CSX twin culvert installation project. The analysis will be run for the 25-year, 50-year, and 100-year storm events and will include summaries of changes in water surface elevations, velocities, and other parameters in the HEC modelling report from the previous report.

In our previous study for the CSX twin culvert project, we determined that downstream channel improvements below Whitley Farm Road would have little benefit in reduction of the flood levels upstream of I-95 and Wal-Pat Road. The primary reason is due to the severe flatness of the terrain between Whitley Farm Road and the area downstream of the farm pond approximately 2,000 linear feet further downstream.

### **ASSUMPTIONS AND EXCLUSIONS**

- Assumes that no updated FEMA mapping will be required.
- Assume Wal-Pat and Whitley Farm Roads will be allowed by NCDOT to be open-cut for the installation of the culvert.
- Assumes that this project will be incorporated with the CSX Culvert Project into one bid package.

### **PROJECT FEE**

LJB will provide the services documented in this Scope of Work on a Lump Sum basis under our standard Terms and Conditions.

Phase 1:           \$160,310.00 (Includes \$10,500 for surveying (GEL) and \$26,500 for Geotech (Falcon Eng.), \$9,500 for stakeout, and \$16,610 for construction observation)

Phase 2:           \$ 11,070.00

Total:             \$ 171,380.00

## Terms and Conditions

### 1. Client's Responsibilities

- 1.1. **Client Representative.** Client shall designate in writing a representative authorized to act on behalf of Client with respect to the Project and the services rendered by LJB. Such representative shall have authority to transmit instructions, receive information, grant approvals, and take such other action as may be necessary to avoid unreasonable delay in the progress of the performance of LJB's services.
- 1.2. **Client's Requirements.** Client shall provide full written information regarding Client's requirements for the Project, including design objectives and restraints, schedule, space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Client will furnish to LJB copies of all design and construction standards, which Client will require to be included in drawings and specifications prepared by LJB.
- 1.3. **Ancillary Services.** Client will furnish to LJB, or allow LJB to obtain at Client's expense, such ancillary professional and other services as may be necessary or appropriate to proper performance of LJB's services and completion of the Project., Such ancillary services may include, without limitation thereto, those relating to environmental investigation and analysis; traffic flow and control; investigation of subsurface conditions; investigation of surface and subsurface water flow and the impact of the Project thereon; and surveying activities and preparation of property descriptions. Client agrees and acknowledges that such services may entail Client entering into an agreement with any such service provider (e.g. Drilling and Environmental Addendum), and in the event that Client refuses to do so, LJB may terminate this agreement. It shall be the Client's responsibility, together with the ancillary service provider, to ascertain the location of all utilities and other subsurface structures. In the event LJB is asked by Client or the ancillary service provider to mark any drawing or other document for drilling or other subsurface exploration purposes, Client acknowledges that such markings are only general guides. Therefore, it is the Client's responsibility, together with the ancillary service provider, to ascertain the exact location of the drilling or other subsurface exploration site that will not adversely impact any utility line or other subsurface structure.
- 1.4. **Access to Site.** Client shall secure rights of access for LJB to all property reasonably necessary to the performance of LJB's services.
- 1.5. **Governmental Permits and Approvals.** Client shall obtain (with LJB's assistance if so indicated in the description of LJB's services) all such governmental and regulatory permits and approvals as may be necessary for completion of the Project.
- 1.6. **Coordination.** Client shall effectively and efficiently coordinate the activities of Client, LJB, Architects, Contractors and others involved in the Project.

- 1.7. **Reliance Upon Client Information.** LJB shall have the right to rely upon any and all information supplied to LJB by or through Client, and LJB shall not have a duty to verify the accuracy of such information unless otherwise agreed in writing. Client shall hold harmless, indemnify and defend LJB as to any claims, liabilities or expenses related, directly or indirectly to LJB's use of or reliance upon such information.
- 1.8. **Timely Performance.** Client shall discharge its responsibilities, as set forth herein and as otherwise agreed, in a timely manner so as not to delay the services of LJB.

## 2. LJB's Responsibilities

- 2.1. **Time of Performance.** LJB will use its best efforts to complete its services in accordance with the mutually agreed upon schedule and to coordinate its services with other parties involved in the Project so as not to cause delay or interference with the work of such other parties. If Client requests modifications or changes in the scope or extent of LJB's services, the time of performance of such services shall be appropriately adjusted.
- 2.2. **Additional Services.** Services not expressly included within the description of the services to be rendered by LJB are not covered by this Agreement. In the event Client desires additional services and LJB is willing to provide such services, the parties shall execute a supplement to this Agreement describing such services and setting forth LJB's compensation for performing such services.
- 2.3. **Standards.** LJB will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 2.4. **Insurance.** LJB shall maintain the following insurance at all times during LJB's performance of services for Client and, upon request by Client, provide certification evidencing such insurance; Workers' Compensation and Employer's Liability Insurance in conformity with applicable law for its employees; and Comprehensive General Liability. Any additional insurance for the Project obtained by LJB at Client's request shall be at Client's expense.
- 2.5. **Record Drawings.** Any record drawings to be prepared by LJB will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the construction contractors who are to document such modifications as part of their performance. LJB may rely upon such information and is not responsible for the accuracy of such information as it affects the record drawings. Record drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations.
- 2.6. **Confidentiality.** LJB shall use reasonable efforts to preserve the confidentiality of any information identified by Client as confidential.
- 2.7. **Construction Services.** LJB is not responsible for the means, methods or sequences of construction or for the safety of workers or others at the construction site. Construction

observation services are neither exhaustive nor continuous and consist of periodic visits to the Project site intended only to determine whether construction is in general conformance with the construction contract documents. LJB is not responsible for the performance or nonperformance of any contractor or other third party involved in the Project.

- 2.8. **No Third Party Responsibility.** Except for those subcontractors who contract directly with LJB pursuant to Section 5.5, LJB assumes no duty or responsibility, which may be construed as being for the benefit of, and therefore enforceable by, any contractors or subcontractors or their bonding companies. It is understood that LJB's obligations are solely to Client.

### 3. Compensation

- 3.1. **Progress Payments.** Client will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Such invoices shall reflect billing for work performed and Reimbursable Expenses incurred by LJB during the month involved. Payment of an invoice is due upon receipt of the invoice by Client. In the event of a dispute regarding an invoice, Client shall pay all undisputed amounts pending resolution of the dispute.
- 3.2. **Reimbursable Expenses.** Reimbursable Expenses are expenditures made by LJB, its employees or consultants in the interest of the Project. Reimbursable expenses include, but are not limited to, (i) expense of transportation, subsistence and lodging when traveling in connection with the Project; (ii) expense of long distance telephone charges, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project; (iii) expense of all reproduction, postage and handling of drawings, specifications, reports and other Project-related instruments of service; and (iv) expense of preparing perspectives, renderings and models.
- 3.3. **Late Payment.** LJB will assess a carrying charge of 1.5% per month on progress payments not made within 30 days of the date of invoice, which charge is payable by Client upon demand. LJB may, in its sole discretion and without notice, suspend or terminate its services in the event Client does not pay any amount invoiced within such 30-day period. LJB reserves the right to withhold from Client any drawings, specifications and other instruments of LJB's service developed for Client pending payment of Client's outstanding indebtedness.
- 3.4. **Estimates.** Estimates of construction cost, cost of LJB services, material quantities, and construction time provided by LJB are estimates only based upon LJB's opinion and are subject to change and are contingent upon factors over which LJB has no control. Except as may be otherwise specifically agreed

in writing with respect to the cost of LJB's services, LJB does not guarantee the accuracy of such estimates.

- 3.5. **Changes.** The parties acknowledge that the nature of the Project is such that Client may wish to make changes in the Project. Client may at any time authorize changes in the



services provided by LJB, issue additional instructions, request additional services, or direct omission of services previously ordered. After LJB reviews each change request made by Client, LJB shall advise Client in writing as to any necessary and appropriate fee adjustments for LJB's services arising from the change. After LJB receives Client's written authorization to proceed with such changes and Client's written approval of the corresponding fee adjustments, if any, LJB will proceed to implement such changes. LJB shall not be required to make changes to its work that it believes threatens the integrity or safety of such work.

- 3.6. **Other Adjustments.** Except as may be expressly provided otherwise in this Agreement, Client recognizes that LJB's compensation for services during construction contemplates one construction contract being let and construction completion within the time contemplated by this Agreement. If more than one construction contract is let, or if the period of construction is exceeded through no fault of LJB, LJB's compensation (including any estimate of such compensation) shall be appropriately increased for services rendered in relation to such additional contracts or beyond such time period.
- 3.7. **Serving as Witness or Consultant.** In the event any principal or employee of LJB serves or is required to serve as a witness or consultant for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project, Client shall compensate LJB 200 percent of the standard hourly rates then in effect for hours devoted to giving testimony or providing consultative services and 150 percent of such rates for time devoted to preparation for such testimony or consultation. In addition, Client shall reimburse LJB for all related expenses.

#### 4. LJB's Liability

- 4.1. **Limitation on Liability.** LJB's liability to Client which may arise from or be due directly or indirectly to the professional acts, errors and/or omissions, including negligence, of LJB, its agents, employees or consultants shall be limited so as not to exceed the portion of LJB's fees (as indicated in this Agreement) applicable to that segment of LJB's services to which the act, error, omission or negligence relates. If LJB's fees are not broken down by segment in this Agreement, LJB's liability shall not exceed the aggregate fees paid to LJB under this Agreement.

#### 5. General

- 5.1. **Ownership of Documents.** All original tracings, notes, data and other documents prepared or furnished by LJB are instruments of professional service and shall be the property of LJB. Such instruments are prepared and intended only for use

as an integrated set on the particular project and for the limited purposes specified. Modifications, or use on other projects, of such instruments of service, or copies thereof, without LJB's prior written consent shall be at Client's sole risk. Client shall hold harmless, indemnify and defend LJB as to any and all claims, damages, losses and expenses, including attorney's fees, arising out of any such modification or use.

- 5.2. **Disputes Resolution.** All claims, disputes, and other matters in controversy between LJB and Client arising out of or in any way related to this Agreement will be submitted to

"alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent Client and LJB have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- 5.2.1. The claim will be brought and tried in judicial jurisdiction of the court of the county where LJB's southeast principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
- 5.2.2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, and other claim related expenses.
- 5.3. **Termination.** This Agreement may be terminated by Client upon at least seven days written notice to LJB in the event that the Project is permanently abandoned. In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of seven days after the giving of written notice thereof by the other party, such other party may terminate this Agreement immediately upon the giving of notice of such termination to the Defaulting Party. If this Agreement is terminated through no fault of LJB, Client shall pay LJB for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equal to 15% of the estimated fee remaining to be earned at the time of termination to account for LJB's rescheduling adjustments, reassignment of personnel, and related costs due to termination.
- 5.4. **Insolvency of Client.** In the event client becomes involved as a debtor, in any bankruptcy, insolvency, receivership or other similar proceedings, LJB may, at its discretion, suspend performance of its obligations under this Agreement.
- 5.5. **Assignment: Subcontracting.** Neither Client nor LJB shall assign its interest in this Agreement without the written consent of the other, except that LJB may subcontract any portion of its services without such consent.
- 5.6. **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) beyond such party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of such party as long as performance is delayed or prevented thereby.

- 5.7. **Attorney's Fees.** In the event of default hereunder, the defaulting party shall pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorneys' fees whether incurred in connection with initiation of legal proceedings or otherwise.
- 5.8. **Affirmative Action.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a) and the posting requirements of 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, **or for inquiring about, discussing, or disclosing information about compensation.** Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.
- 5.9. **Miscellaneous.** This Agreement shall be interpreted and enforced according to the laws of the State of North Carolina as applicable to agreements executed and entirely performed within the State of North Carolina. The captioned headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. The invalidity of any clause or provision of this Agreement shall not affect the validity or enforceability of any other clause or provision contained herein. This Agreement supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No oral representation, promise, inducement or statement of intention has been made by either party, which is not embodied in this Agreement or in the other documents delivered pursuant hereto. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by both parties hereto. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such breach.

**End of Terms and Conditions**

# CSX Culvert Improvement Project Hydrologic and Hydraulic Analysis

TOWN OF SMITHFIELD

NEAR SOUTH BRIGHTLEAF BOULEVARD AND HUNTLEY STREET

FEBRUARY 2023

DRAFT REPORT

LJB Engineering PC

## Table of Contents

Project Background.....	1
Hydrologic Analysis .....	1
Watershed Characterization .....	3
HEC-HMS Model Inputs and Results.....	3
Hydraulic Analysis .....	4
Summary of Projected Impacts.....	5
Analysis of Potential Additional Improvements.....	6

## APPENDIX

## Project Background

The Town of Smithfield has funding from the North Carolina Department of Public Safety to install two 48-inch pipes to supplement the existing 42" RCP crossing under the CSX railroad, located approximately 930 linear feet southeast of the intersection of Huntley Street and South Brightleaf Boulevard. Flows exiting the culvert under CSX railroad flow into a channel towards a culvert crossing, located 560 feet downstream and crossing under Wal-Pat Road, I-95, and Whitley Farms Road. The culvert is a 72" RCP. Several drainage inlets in medians between the I-95 lanes and adjacent roads are likely routed to the culvert. Downstream of Whitley Farms Road, the 72" culvert discharges flows into a natural stream and wetland area that joins the Neuse River after a distance of almost two miles. Along that reach, the channels are sometimes poorly defined, there is heavy vegetation, slopes are relatively mild or flat, much of the area is wetland, and beaver dams have been observed. Another stream channel, draining about 1.4 square miles of rural area, joins this channel at a point 1500 feet downstream of the 72" culvert outlet. FEMA's hydraulic model of the Neuse River projects that backwater from the river will extend up to the 72" culvert at an elevation slightly higher than the downstream invert when the river is conveying the maximum peak discharge in a 100-year (1% annual chance) design storm.

The Town requested that LJB Engineering PC (LJB) perform hydrologic and hydraulic analyses to assess potential impacts and benefits of the enhanced culvert crossing under CSX railroad. LJB's study area extends from the CSX railroad crossing downstream past the point of the confluence with the stream draining the rural area. The Town has asked LJB to answer the following questions as part of the study:

1. What reductions in flood risk can be expected upstream of the CSX railroad crossing (towards South Brightleaf Boulevard/US 301) as a result of installing the two additional 48" pipes?
  - > To what extent are benefits limited by the culvert crossing at I-95?
  - > To what extent are benefits limited by conveyance downstream of I-95 due to natural conditions and/or beaver dams?
2. What are the expected downstream impacts associated with the project?
  - > What is the projected impact on the frequency overtopping of I-95?
  - > What are the projected impacts to properties between CSX and I-95?
  - > What are the projected impacts to properties downstream of I-95?

## Hydrologic Analysis

LJB developed hydrologic analysis for three separate portions of the overall study area, as shown on Figure 1. The 2.2 square mile study area includes 0.4 square miles of watershed draining to the CSX culvert, an additional 0.1 square miles between the railroad and I-95, and 1.7 square miles of rural area downstream of I-95. The watershed area draining to I-95 is almost totally developed, with much of the area in commercial or industrial uses and having over 30% impervious cover. The area downstream of I-95 (between I-95 and the Neuse River) is almost entirely rural and has minimal impervious cover.



**Legend**

**HEC-RAS Subbasins**

- Downstream Drainage Subbasin
- CSX to I-95 Drainage Subbasin
- Drainage Subbasin to CSX Culvert

**Culverts**

- 42" RCP under CSX railroad
- 72" RCP under I-95 & adjacent roads



Channel from property south of railroad to 42" RCP culvert

Site of Proposed Culvert Improvements

**Figure 1.**  
Subbasins for Hydrologic Analysis



Feb 2023

## Watershed Characterization

Figure 1 shows the three separate subbasin areas differentiated for the hydrologic analysis. The area draining to the CSX culvert crossing includes some property south of the railroad that drains through a culvert under CSX towards the north and into a channel that eventually winds over to the 42" RCP CSX culvert crossing where improvements are proposed. The flow path from this property is shown on Figure 1.

For each of these three subareas, land uses were characterized based on the aerial photography. A GIS shapefile of buildings in Johnston County was clipped for the watershed areas and expanded to include the additional impervious cover in the industrial, commercial, and right-of-way areas within the subbasins. The land uses and hydrologic soil group classifications used to determine appropriate parameters for estimating the amount of rainfall that becomes runoff, versus being infiltrated into the soils. LJB utilized methodology developed by the Natural Resource Conservation Service (NRCS), formerly the Soil Conservation Service (SCS), for estimating rainfall/runoff relationships. The methodology is commonly referred to as SCS curve number method. Where impervious cover had been delineated an open space curve number was applied in pervious areas and a curve number of 98 was applied for the impervious cover. A composite curve number for each of the subbasins was computed based on a weighted average.

Estimated overland travel times for runoff from the most hydrologically remote point in each subbasin down to the outlet point were computed using SCS methodology. SCS lag time was calculated as 60% of the total travel time.

## HEC-HMS Model Inputs and Results

A HEC-HMS model was developed for the hydrologic analysis. SCS Type 2 design storms (24-hour) for the 25-year, 50-year, and 100-year (4%, 2% and 1% annual chance) storm events were used for the analysis. The Del Marva Peak Rate Factor of 284 was applied for the hydrograph shaping since it was developed for flatter areas and is more appropriate for the coastal plain.

Table 1 provides a summary of the HEC-HMS inputs and Table 2 lists the projected peak discharges.

**Table 1. HEC-HMS Inputs**

SUBBASINS	AREA (SQ MI)	COMPOSITE CURVE NUMBER	LAG TIME (MIN)
Upstream of CSX Railroad Culvert	0.416	78.3	37.4
Between CSX and I-95	0.105	90.0	9.8
Downstream of I-95	1.723	72.9	85.9



**Table 2. HEC-HMS Results**

SUBBASINS	PEAK DISCHARGE (CFS)	TIME TO PEAK- (HR:MIN FROM START OF STORM)
<i>25-Year Storm – 6.64 Inches of Rainfall in 24 Hours</i>		
Upstream of CSX Railroad Culvert	383	12:32
Between CSX and I-95	304	12:04
Downstream of I-95	710	13:25
<i>50-Year Storm – 7.61 Inches of Rainfall in 24 Hours</i>		
Upstream of CSX Railroad Culvert	465	12:32
Between CSX and I-95	354	12:04
Downstream of I-95	883	13:24
<i>100-Year Storm – 8.65 Inches of Rainfall in 24 Hours</i>		
Upstream of CSX Railroad Culvert	554	12:32
Between CSX and I-95	408	12:04
Downstream of I-95	1074	13:24

### Hydraulic Analysis

A HEC-RAS two-dimensional flow model was developed and used for the analysis of flood flows through the area in order to adequately capture the effects of the flood storage volumes upstream of both the CSX culvert and the I-95 culvert. Field survey along the stream channel areas was obtained from just upstream of the CSX railroad to approximately 100 feet downstream of the I-95 culvert outlet south of Whitley Farms Road. Where field survey was not obtained, the HEC-RAS model is based on LIDAR topography, which does not capture stream bed elevations underwater.

Upstream of the CSX railroad, multiple ditches and channels convey flows to the 42" RCP culvert. This area was modelled as a storage area in HEC-RAS with volumes determined from a TIN surface developed in ESRI GIS that included topography for the buildings.

The areas downstream of the CSX railroad were modelled as 2D flow areas, with subbasin hydrographs appropriately distributed along edges and inflow points to the areas. A starting water surface elevation of 118 feet was applied in the HEC-RAS models based on measurements taken by LJB staff at the I-95 culvert outlet on the day of their site visit.

The HEC-RAS 2D model was run for 25-year, 50-year, and 100-year (4%, 2% and 1% annual chance) design storms under existing conditions and the proposed conditions of adding two additional 48" pipes added under the CSX railroad. Table 3 lists the maximum projected water surface elevations on the upstream side of the CSX crossing, upstream of the I-95 crossing, and the maximum tailwater elevation just downstream of the culvert under I-95. Maps A-1 to A-3 comparing flood inundation limits under existing and proposed conditions are included in the Appendix.

Table 3. Projected Flood Elevations under Existing Conditions and Proposed Conditions (2-48" RCP added under CSX railroad)

LOCATIONS	MAXIMUM FLOOD ELEVATION – EXISTING CONDITIONS (FT)	MAXIMUM FLOOD ELEVATION – PROPOSED CONDITIONS (FT)	PEAK FLOW THROUGH CULVERT – EXISTING CONDITIONS (CFS)	PEAK FLOW THROUGH CULVERT – PROPOSED CONDITIONS (CFS)
<i>25-Year Storm – 6.64 Inches of Rainfall in 24 Hours</i>				
Upstream of CSX Railroad Culvert	127.2	126.1	123	234
Between CSX and I-95	123.7	124.7	222	276
Downstream of I-95	121.0	120.3		
<i>50-Year Storm – 7.61 Inches of Rainfall in 24 Hours</i>				
Upstream of CSX Railroad Culvert	127.8	126.7	126	251
Between CSX and I-95	124.2	125.2	245	292
Downstream of I-95	121.1	121.3		
<i>100-Year Storm – 8.65 Inches of Rainfall in 24 Hours</i>				
Upstream of CSX Railroad Culvert	128.3	127.2	131	268
Between CSX and I-95	124.6	125.6	268	309
Downstream of I-95	121.2	121.4		

### Summary of Projected Impacts

Although the H&H analyses are limited to specific design storms and estimated watershed and flow conditions, the conclusions drawn from the analyses are expected to be generally applicable over a range of extreme flood events:

1. The projected maximum flood elevations upstream of the CSX railroad are generally lowered by about a foot with the proposed addition of two 48" pipes during the modelled storm events.
  - > The extent to which flood risk is reduced upstream of the CSX railroad is limited by the capacity of the existing culvert under I-95 and the adjacent roads. Further analysis for adding an additional 72" RCP was done by LJB and is discussed in the next section.
  - > The area where LJB staff observed beaver dams is far enough downstream of the I-95 culvert, in both horizontal distance and hydraulic gradient, that the dams are not likely to be a specific factor in flood risk above the CSX railroad. However, conveyance through both the CSX and I-95 culverts is affected by the flow conditions downstream of I-95, such that further analysis was done and is discussed in the next section.
2. The projected maximum flood elevations between the CSX railroad and Wal-Pat Road are generally projected to increase by about one foot during the modelled storm events.
  - > The addition of two 48" pipes under the CSX railroad has potential to increase the frequency of overtopping for I-95, Wal-Pat Road, and Whitley Farms Road.

Although the HEC-RAS models project no overtopping in the 25- and 50-year storm events with the added CSX culverts, a small amount of flow is projected to overtop Wal-Pat Road in the 100-year storm (2-4 cfs). Water would also likely pond at grated inlets along I-95 that are connected to the 72" culvert, with roughly the same maximum flood elevation as the upstream area above Wal-Pat Road (~125.6 feet). Roadway elevations along I-95 are slightly lower than on Wal-Pat Road through this area, such that about 100 to 150 feet along the interstate would be expected to become inundated, with up to about 6 inches of water. Further analysis for adding an additional 72" RCP was done by LJB and is discussed in the next section.

- > Parking and storage areas on the properties on either side of the stream channel between CSX and Wal-Pat Road will be impacted by the higher flood elevations. The low area at the loading dock of one building is projected to be inundated under proposed conditions in the 50- and 100-year design storms, but not up to a level that likely reaches the finished floor elevations.
- > The models indicate that properties downstream of I-95 would be only minimally affected by the added culverts under the CSX railroad. The projected tailwater elevations at the I-95 culvert outlet are only projected to increase by about 0.2 feet in the modelled storm events.

### **Analysis of Potential Additional Improvements**

LJB's directive from the Town included consideration and analysis of potential additional improvements that could further reduce flood risk to properties upstream of the CSX railroad. The indications of increasing frequency of overtopping for I-95 and adjacent roads also warranted consideration of possible improvements that could mitigate the impacts of the additional 48" culverts under CSX railroad.

The limited flood conveyance through the 42" RCP under CSX railroad under existing conditions is protective of I-95 and the adjacent roads since floodwaters are essentially ponded and detained upstream of the railroad under existing conditions.

LJB ran additional HEC-RAS model configurations to assess potential flood risk reductions associated the following options:

1. Installing an additional parallel 72" RCP under I-95, including Wal-Pat and Whitley Farm roads, but no downstream ditch improvements.
2. Excavating a ditch downstream of Whitley Farms Road from the existing I-95 culvert outlet to a point beyond the existing farm pond that is in the left overbank area, approximately 1500 feet in length. Although much of this area is likely classified as wetlands, such that permitting excavation may not be possible without major mitigation costs, the analysis was intended to assess the potential benefit in the reduction of flood impacts upstream of I-95 and the properties upstream of CSX. The ditch proposed is a grass-lined ditch with a 15-foot bottom and 3:1 side slopes, and a depth that varied between 2 feet and 4 feet deep.
3. The third option analyzed was the combination of the additional 72" parallel culvert and excavated ditch downstream of I-95 to the existing farm pond.

Table 4 lists the maximum flood levels upstream of the CSX railroad and upstream of the I-95 culvert for proposed three alternatives listed above.

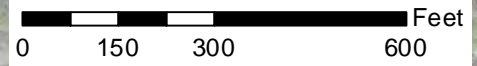
Table 4. Projected Flood Elevations under Proposed Conditions (2-48" RCPS added under CSX railroad) and In Combination with the Three Options for Additional Improvements

LOCATIONS	EXISTING CONDITIONS (FT)		2-48" RCPS (FT)		2-48" RCPS PLUS OPTION 1 (FT)		2-48" RCPS PLUS OPTION 2 (FT)		2-48" RCPS PLUS OPTION 3 (FT)	
	MAXIMUM WSEL	CHANGE FROM EXISTING	MAXIMUM WSEL	CHANGE FROM EXISTING	MAXIMUM WSEL	CHANGE FROM EXISTING	MAXIMUM WSEL	CHANGE FROM EXISTING	MAXIMUM WSEL	CHANGE FROM EXISTING
<i>25-Year Storm – 6.64 Inches of Rainfall in 24 Hours</i>										
Upstream of CSX RR	127.2	-1.1	126.1	-1.1	125.7	-1.5	126.1	-1.1	125.6	-1.6
Between CSX and I-95	123.7	+1.0	124.7	+1.0	123.1	-0.6	124.7	+1.0	123.0	-0.7
<i>50-Year Storm – 7.61 Inches of Rainfall in 24 Hours</i>										
Upstream of CSX RR	127.8	-1.1	126.7	-1.1	126.2	-1.6	126.7	-1.1	126.1	-1.7
Between CSX and I-95	124.2	+1.0	125.2	+1.0	123.5	-0.7	125.2	+1.0	123.4	-0.8
<i>100-Year Storm – 8.65 Inches of Rainfall in 24 Hours</i>										
Upstream of CSX RR	128.3	-1.1	127.2	-1.1	126.8	-1.5	127.2	-1.1	126.7	-1.6
Between CSX and I-95	124.6	+1.0	125.6	+1.0	124.0	-0.6	125.6	+1.0	123.8	-0.8

The results of the analysis of the three alternatives show the following:

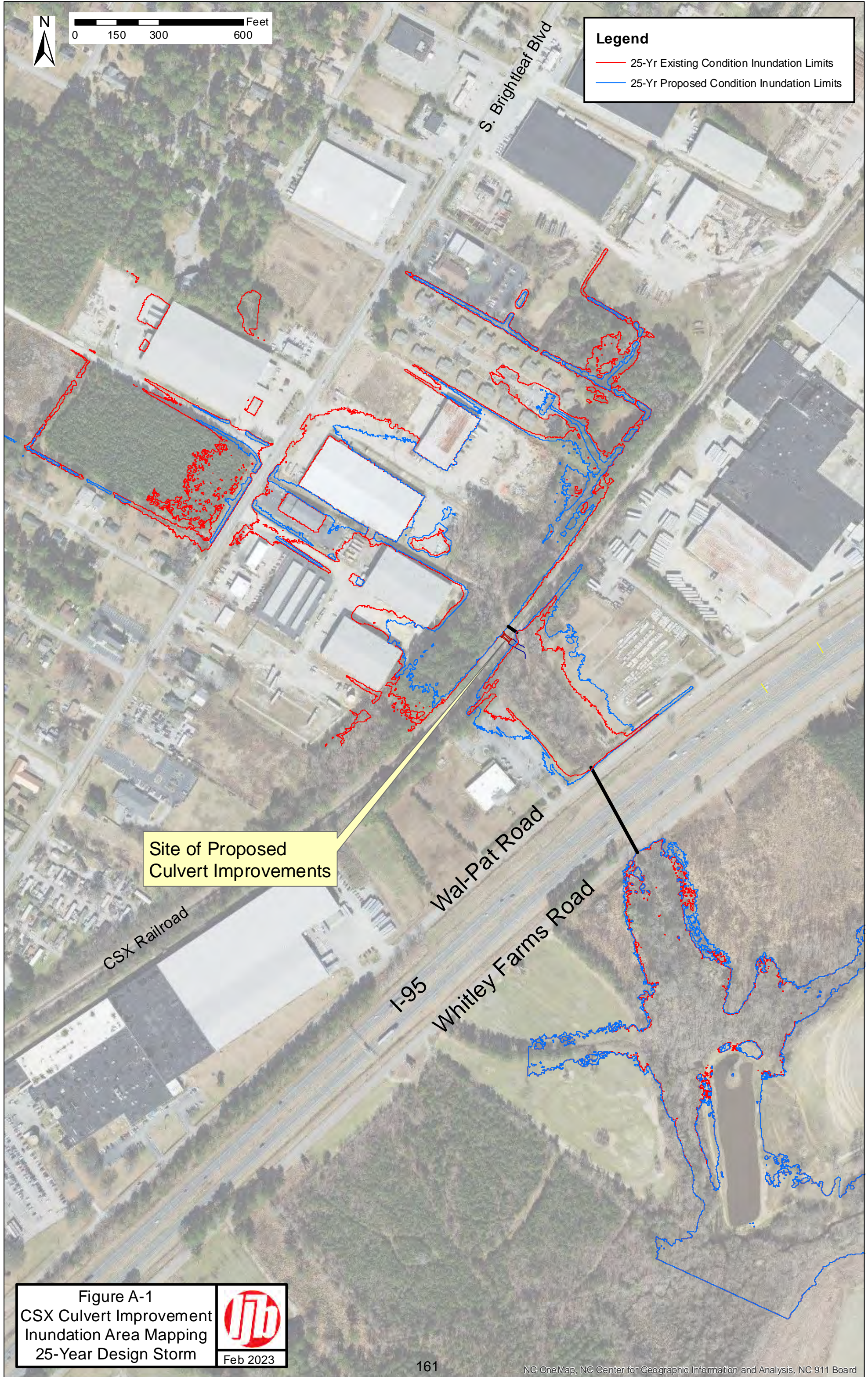
1. The addition of a parallel 72" culvert under I-95 and adjacent roads is projected to lower the flood levels in the area between the CSX railroad and Wal-Pat Road, as well as protecting the roads from inundation in a 100-year storm. Option 1 would also lower projected flood levels upstream of the CSX railroad by an additional 0.4 feet. Map A-4 in the Appendix depicts the flood inundation limits under existing conditions and for the proposed project in combination with Option 1 for the 100-year design storm.
2. The excavation of a well-defined channel downstream of I-95 and Whitley Farms Road as a stand-alone option with the existing I-95 culvert had no measurable improvement for any storm. A well-defined downstream channel showed a marginal flood level reduction when added to installation of an additional 72" culvert (see table above). The primary reasons for the limited channel impacts are the flat downstream slope and the high friction factors associated with expected vegetation in the channel.
3. The cost associated with the installation of a single, parallel 72" RCP under I-95 is estimated to be in the range of \$550,000 to \$750,000.
4. The cost associated with the installation of a 1,500-foot long drainage channel downstream of I-95 is estimated to be in the range of \$750,000 to \$1,000,000.

## APPENDIX



**Legend**

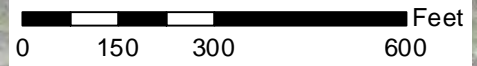
- 25-Yr Existing Condition Inundation Limits
- 25-Yr Proposed Condition Inundation Limits



Site of Proposed  
Culvert Improvements

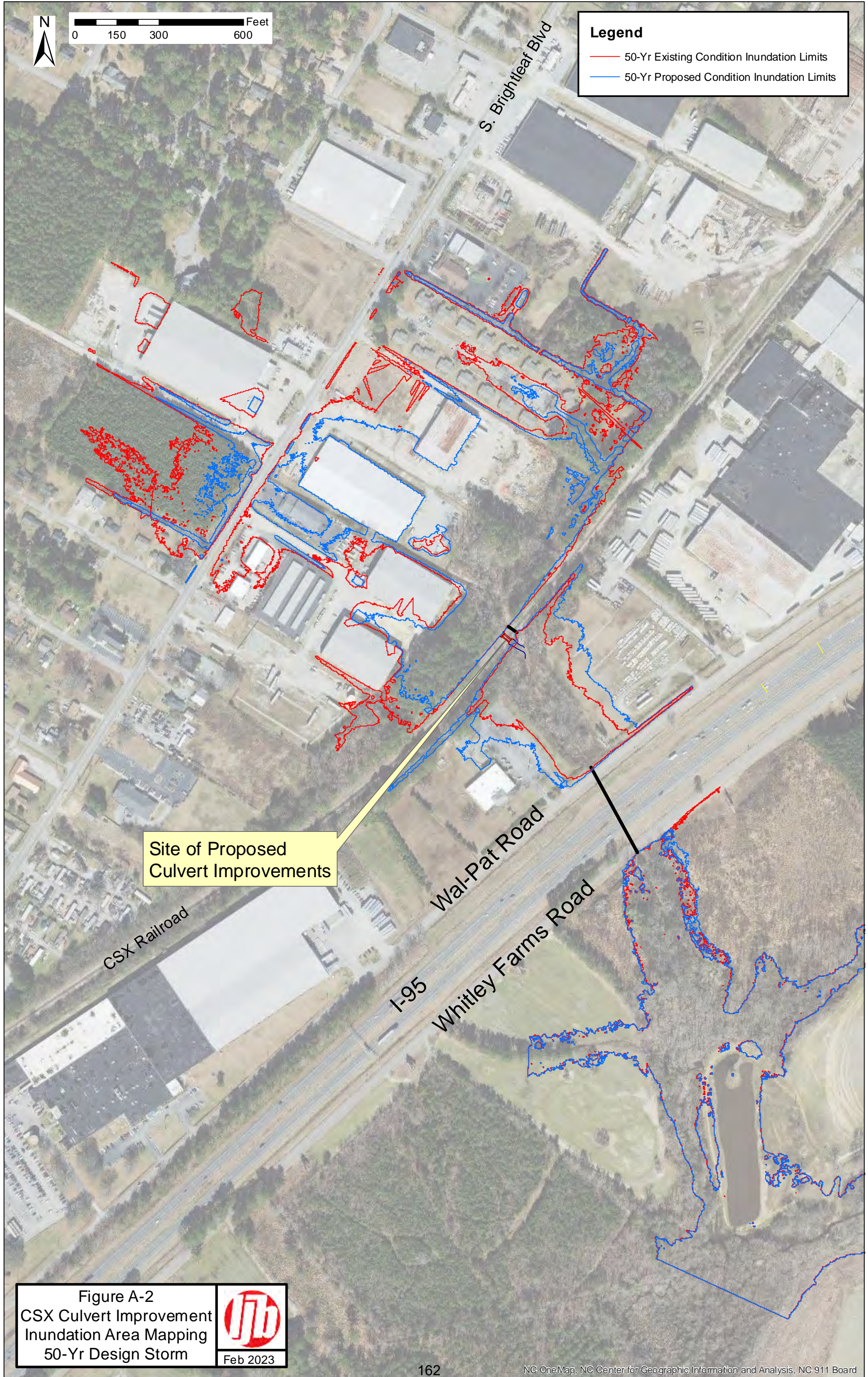
Figure A-1  
CSX Culvert Improvement  
Inundation Area Mapping  
25-Year Design Storm





**Legend**

- 50-Yr Existing Condition Inundation Limits
- 50-Yr Proposed Condition Inundation Limits



Site of Proposed  
Culvert Improvements

Figure A-2  
CSX Culvert Improvement  
Inundation Area Mapping  
50-Yr Design Storm



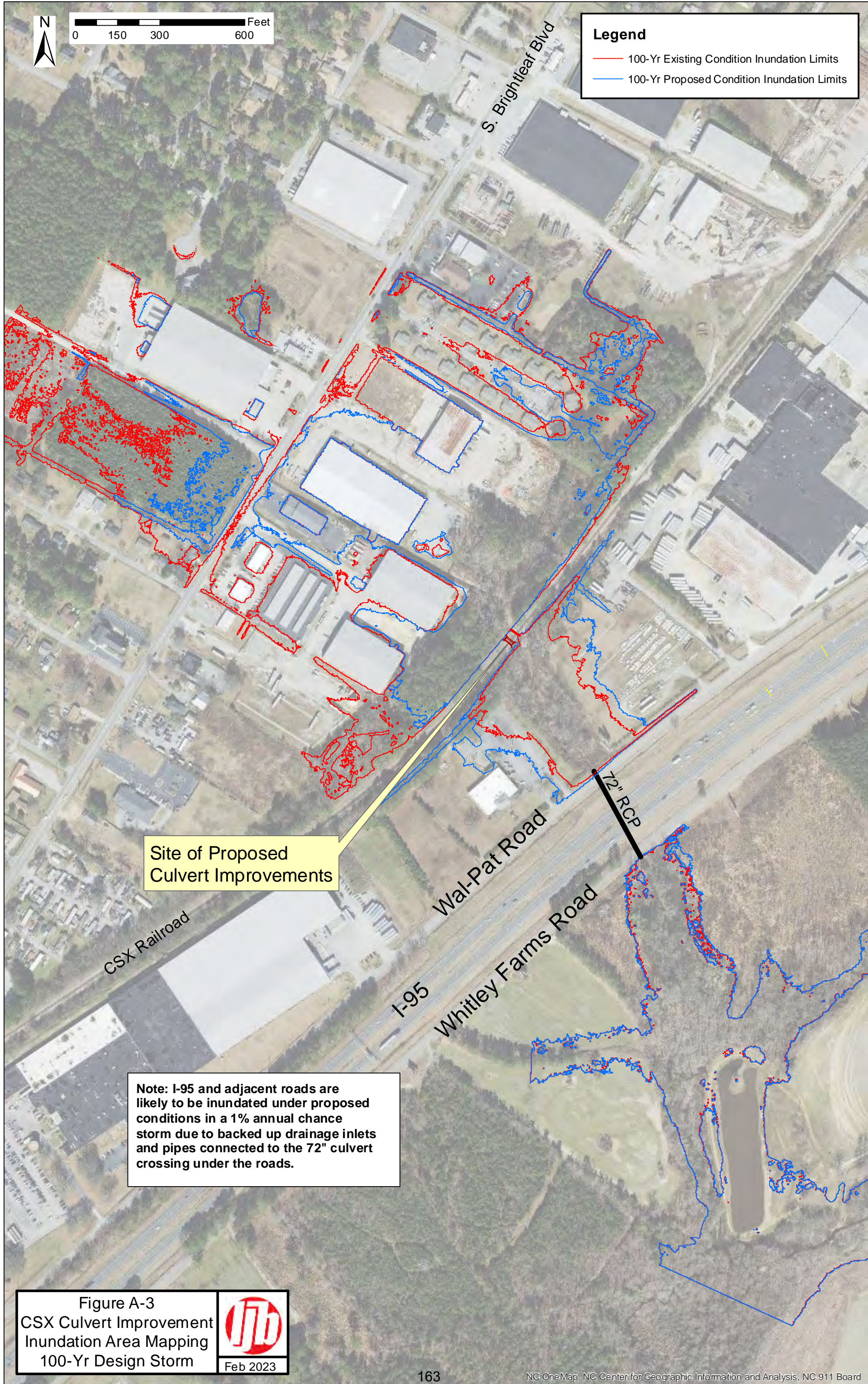




0 150 300 600 Feet

**Legend**

- 100-Yr Existing Condition Inundation Limits
- 100-Yr Proposed Condition Inundation Limits

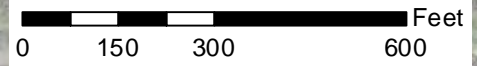


Site of Proposed Culvert Improvements

Note: I-95 and adjacent roads are likely to be inundated under proposed conditions in a 1% annual chance storm due to backed up drainage inlets and pipes connected to the 72" culvert crossing under the roads.

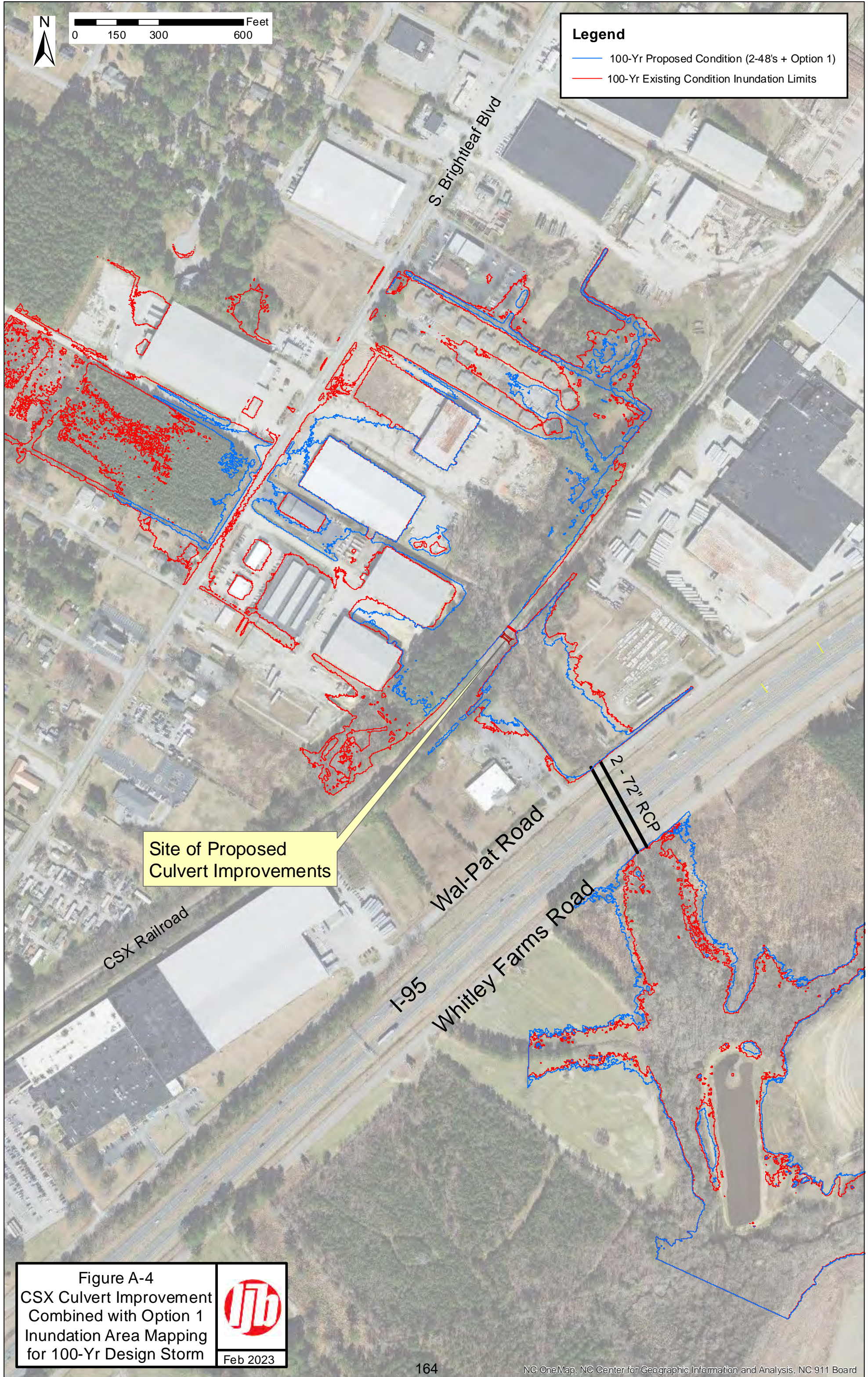
Figure A-3  
CSX Culvert Improvement  
Inundation Area Mapping  
100-Yr Design Storm





**Legend**

- 100-Yr Proposed Condition (2-48's + Option 1)
- 100-Yr Existing Condition Inundation Limits



Site of Proposed  
Culvert Improvements

Figure A-4  
CSX Culvert Improvement  
Combined with Option 1  
Inundation Area Mapping  
for 100-Yr Design Storm

Feb 2023



# Request for Town Council Action

**Business  
Agenda  
Item:** Ordinance  
Amendment  
**Date:** 10/03/2023

---

**Subject:** Ordinance Amendment - Noise  
**Department:** Planning Department  
**Presented by:** Planning Director – Stephen Wensman  
**Presentation:** Business Item

---

## Issue Statement

Staff requests approval of an amendment to Town of Smithfield’s Code of Ordinances Part II, Chapter 11, Article II, as it pertains to noise allowing the Town Manager or his designee to permit amplified sound as an exception to prohibited noise when associated with musical programs, speeches or general entertainment in Town Parks or the Town Commons Amphitheater.

## Financial Impact

None

## Action Needed

To approve the amendment to Part II, Chapter 11, Article II, amending Sec. 11-32 (b) (4).

## Recommendation

Staff respectfully requests the Town Council approve an amendment to Town of Smithfield’s Code of Ordinances Part II, Chapter 11, Article II.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Draft Ordinance No. 519-2023



# Staff Report

**Business Code  
Agenda Amendment  
Item:**

---

## **SUMMARY:**

All events or activities with amplified sound currently require Town Council approval. Staff receive many temporary permit requests for amplified sound in Town parks. Parks are by nature meant to be places for people to be loud and recreate. In particular, the Town Commons Amphitheater will soon be programmed for events by the Parks Department and Staff believes the requirement for Town Council approval for amplified sound in parks and at the amphitheater puts an unnecessary burden on applicants and staff. Therefore, Staff is requesting this amendment to the Code of Ordinances, to allow the Town Manager or his designee to approve events with amplified sound when in parks and at the Town Commons Amphitheater.

Note: This amendment coincides with a Unified Development Ordinance Amendment, ZA-23-11, to exempt special events in Town parks from temporary use permit requirements except when there is a street closure or amplified sound after 9 PM (10 PM if associated with the Amphitheater). Such requests/events in parks require permits or approval from the Parks Department.

## **RECOMMENDATION:**

Staff respectfully requests the Town Council approve an amendment to the Code of Ordinances Part II, Chapter 11, Article II, as it pertains to noise allowing the Town Manager or his designee to permit amplified sound as an exception to prohibited noise when associated with musical programs, speeches or general entertainment in Town Parks or the Town Commons Amphitheater.

## **RECOMMENDED MOTION:**

"move to approve Ordinance No. 519-2023 amending the Code of Ordinances Part II, Chapter 11, Article II, as it pertains to noise -allowing the Town Manager or his designee to permit amplified sound as an exception to prohibited noise when associated with musical programs, speeches or general entertainment in Town Parks or the Town Commons Amphitheater.

**TOWN OF SMITHFIELD**  
**North Carolina**

**ORDINANCE # NO. 519-2023**

**AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD CODE OF ORDINANCES  
PART II - CHAPTER 11, ARTICLE II, NOISE**

**WHEREAS**, Part II, Chapter 11, Article II of the Town of Smithfield’s Code of Ordinances outlines the regulations concerning noise within the Town; and

**WHEREAS**, the Planning Director Stephen Wensman, is requesting the Ordinance be amended as it pertains to allowing the Town Manager or his designee to permit amplified sound as an exception to prohibited noise when associated with musical programs, speeches or general entertainment in Town Parks or at the Town Commons Amphitheater.

**NOW THEREFORE BE IT ORDAINED** by the Town Council of the Town of Smithfield that Part II, Chapter 11, Article II - Noise:

**PART I**

[Revise Part II, Chapter 11, Section 11-32 (b) (4) to allow the Town Manager or his designee to permit amplified sound as an exception to prohibited noise when associated with musical programs, speeches or general entertainment in Town parks and at the Town Commons Amphitheater]

**ARTICLE II. NOISE<sup>1</sup>**

**Sec. 11-31. Definitions.**

[For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:]

*Emergency work* means any work performed for the purposes of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

*Nighttime* means between 11:00 p.m. and 8:00 a.m.

*Outdoor amplified sound* means any sound using amplifying equipment whose sound is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other openings in the building.

*Sound amplifying equipment* means any device for the amplification of the human voice, music, or any other sound including juke boxes, stereos and radios.

(Ord. of 4-12-94(1))

## Sec. 11-32. Noises prohibited; nuisances.

- (a) *General prohibitions.* It shall be unlawful to create, cause, or allow the continuance of any unreasonably loud, disturbing, unusual, frightening or unnecessary noise, particularly during nighttime, which seriously interferes with neighboring residents' reasonable use of their properties. Such noise may include, but is not limited to, the following:
- (1) *Yelling, shouting, whistling, or singing.* Yelling, shouting, whistling, or singing on the public streets or private property at nighttime.
  - (2) *Noisy parties.* Congregating because of, or participating in any part of, gathering of people, during nighttime.
  - (3) *Loading operations.* Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or other similar objects during nighttime.
  - (4) *Repair of motor vehicles.* The repair, rebuilding, or testing of any motor vehicle during nighttime.
  - (5) *Radio, phonograph, television, or musical instrument.* The playing of any radio, phonograph, musical instrument, television, or any such device, particularly during nighttime.
- (b) *Specific prohibitions.* The following acts are prohibited and shall be considered nuisance acts:
- (1) *Horns and signaling devices.* The intentional sounding of any horn or signaling device of a motor vehicle on any street or public place continuously or intermittently, except as a danger or emergency warning.
  - (2) *Motor vehicles.* Operating or permitting the operation of any motor vehicle or motorcycle not equipped with a muffler or other device in good working order so as to effectively prevent loud or explosive noises therefrom.
  - (3) *Exterior loud speakers.* Operating or permitting the operation of any mechanical device or loudspeaker, without permit to do so, in a fixed or movable position exterior to any building, or any motor vehicle.
  - (4) *Amplified sound.* The use or operation of any radio, loud speaker, or any other instrument, or sound amplifying devices within a building or on a motor vehicle in a manner that disrupts or interferes unnecessarily with an individual's enjoyment of their property. The town council, however, may permit musical programs, speeches, or general entertainment as exception to this provision for limited time periods, and The Town Manager or his designed may permit musical programs, speeches, or general entertainment as exception to this provision for limited time periods when the events are within Town Parks or the Town Commons Amphitheater.
  - (5) *Power equipment.* Operating or permitting the operation of any power saw, sander, drill, grinder, leaf blower, lawn mower, street sweeper or other garden equipment, or tools of a similar nature, outdoors, during nighttime.
  - (6) *Explosives.* The use or firing of explosives, firearms, fireworks, or similar device which create impulsive sounds.
  - (7) *Security alarms.* The sounding of a security alarm, for more than twenty (20) minutes after being notified by law enforcement personnel.

(Ord. of 4-12-94(1))

## PART 2

That the Town of Smithfield's Code of Ordinances shall be page numbered and revision dated as necessary to accommodate these changes.

**PART 3**

That these amendments to the Town of Smithfield’s Code of Ordinances shall become effective upon adoption.

Adopted by motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and approved on a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against.

The is the 3<sup>rd</sup> day of October, 2023

\_\_\_\_\_  
M. Andy Moore, Mayor

ATTEST

\_\_\_\_\_  
Shannan L. Parrish, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Spence, Jr., Town Attorney







# Request for Town Council Action

**Business  
Agenda  
Item:** **New PD  
Position**  
Date: 10/03/2023

---

**Subject:** Police Department Community Safety Aide Position  
**Department:** Police Department  
**Presented by:** Chief of Police – Pete Hedrick  
**Presentation:** Business Item

---

## Issue Statement

The Police Chief is requesting to create the position of Community Safety Aid (CSA) in the police department.

## Financial Impact

See attached pay scale changes to create new position. A new vehicle (small pick-up truck) and upfitting will be covered by an insurance pay out from a prior police department vehicle that was damaged in a non-at fault accident.

## Action Needed

Approve or deny request.

## Recommendation

Approve the request and subsequent vehicle purchase.

Approved:  Town Manager  Town Attorney

## Attachments:

1. Staff Report
2. Salary for CSA
3. CSA Position Description



# Staff Report

**Business  
Agenda  
Item:** **New PD  
Position**

---

The Police Chief is recommending creating the position of Community Safety Aide (CSA). This non-sworn position will hold no arrest powers. CSA's will work non-injury vehicle crashes, assist with crime scenes, evidence collection, issue town ordinance tickets and provide support services for the police department. The uniform of the CSA will be different from the uniforms worn by police officers and their vehicle will also be marked differently with only yellow lights. The CSA program will free police officers from working minor accidents and other non-emergency calls allowing them to address more proactive matters.

**SMITHFIELD, NC**  
**2023-2024 PAY RANGES**  
**Effective 10/03/2023**

<u>Job Class</u>	<u>Grade</u>	<u>Minlimum</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Mid-Point</u>	<u>Maximum</u>
Part-time Seasonal or Temporary			10.00			25.00
Part-time Seasonal or Temporary - Instructor			15.00			25.00
Maintenace Worker - Sanitation	9	32,843.20	15.79	1,263.20	41,875.08	50,906.96
Maintenace Worker - Streets	9	32,843.20	15.79	1,263.20	41,875.08	50,906.96
Not Assigned	10	34,486.40	16.58	1,326.40	43,970.16	53,453.92
Admin Support Specialist I Fire	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Admin Support Specialist I General	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Admin Support Specialist I Police	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Admin Support Specialist I SRAC	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Collections Assistant	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Customer Service Representative	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Equipment Operator - General	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Facility Maint Specialist Parks & Rec	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Facility Maint Specialist Public Works	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Meter Reader	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Police Records Specialist	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Street Sign Specialist	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Water Plant Operator (Trainee)	11	35,796.80	17.21	1,376.80	45,640.92	55,485.04
Utility Line Mechanic	12	36,129.60	17.37	1,389.60	46,065.24	56,000.88
Admin Support Specialist II General	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Admin Support Specialist II Parks & Rec	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Admin Support Specialist II Planning	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Admin Support Specialist II Utilities	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Animal Control Officer	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Assistant Aquatics Supervisor	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
<b>Public Safety Aide (Police Department)</b>	<b>13</b>	<b>37,606.40</b>	<b>18.08</b>	<b>1,446.40</b>	<b>47,948.16</b>	<b>58,289.92</b>
Sr. Customer Service Rep	13	37,606.40	18.08	1,446.40	47,948.16	58,289.92
Water Plant Operator I	14	37,772.80	18.16	1,452.80	48,160.32	58,547.84
Meter Technician	15	39,686.40	19.08	1,526.40	50,600.16	61,513.92
Pump Station Mechanic	15	39,686.40	19.08	1,526.40	50,600.16	61,513.92
Wastewater System Tech	15	39,686.40	19.08	1,526.40	50,600.16	61,513.92
Water Plant Mechanic	15	39,686.40	19.08	1,526.40	50,600.16	61,513.92
Water Plant Operator II	15	39,686.40	19.08	1,526.40	50,600.16	61,513.92
Accounts Payable Tech I	16	41,516.80	19.96	1,596.80	52,933.92	64,351.04
Administrative Assistant -Public Works Street	16	41,516.80	19.96	1,596.80	52,933.92	64,351.04
Equipment Mechanic Public Works	16	41,516.80	19.96	1,596.80	52,933.92	64,351.04
Zoning Enforcement Officer	16	41,516.80	19.96	1,596.80	52,933.92	64,351.04
Facility Maint Supervisor - Parks & Rec (E)	17	43,617.60	20.97	1,677.60	55,612.44	67,607.28
Human Resources Technician	17	43,617.60	20.97	1,677.60	55,612.44	67,607.28
Payroll/Accounting Technician II	17	43,617.60	20.97	1,677.60	55,612.44	67,607.28



## Job Description

**Job Title: Public Safety Aide (PSA)**

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**Department: Police**

**Reports To: Police Chief (or as assigned)**

**GENERAL DEFINITION AND CONDITIONING OF WORK:**

Performs a variety of information processing, operational, administrative, and clerical work in support of law enforcement activities. An employee in this classification possesses no general arrest powers, is not authorized to carry weapons, and does not enforce criminal law. Works under the general supervision of a Sworn LEO/Supervisor, civilian supervisor, or higher ranking official.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Responds to and investigates complaints which do not require the presence of a certified police officer;
- Investigates and renders assistance at scene of vehicular accidents;
- Summons rescue and other law enforcement vehicles;
- Prepares reports as necessary;
- Enforces Town ordinances related to parking violations;
- Assists certified police officers and/or crime scene technicians as directed during crime scene investigations;
- Assists citizens with such matters as stalled vehicles, traffic safety, traffic direction, etc.;
- Investigates late reported calls for service and determines if a certified police officer is needed or whether their report will be sufficient;
- Completes missing persons reports and assures officer notification through proper dispatch procedures and assists in locating and returning missing persons to their proper domiciles;
- Calls for tow trucks and completes tow vehicle reports as directed;
- Takes fingerprints and photographs of persons as required;
- Testifies in court;
- Maintains the law enforcement management system, enters data into the computer, and generates a variety of law enforcement management system reports;
- Secures and maintains evidence;
- Provides a variety of police related information to the public and governmental agencies;
- Receives incoming calls, determines nature and urgency of calls, and coordinates appropriate response;
- Composes a variety of correspondence, reports and other materials requiring independent judgment as to content, accuracy and completeness;
- Establishes and maintains records systems using moderately independent judgment;
- Provides assistance to citizens through the dissemination of information on laws and procedures;
- Obtains information for police reports either at complaint desk or via telephone;
- Assists other personnel and Town departments/employees as directed;
- Other related duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Some knowledge of modern law enforcement principles, procedures, techniques, and equipment;
- Some skill in the operation of most, but not limited to, of the following tools and equipment: personal computer (including word processing and specialized software), police radio, phone,

typewriter, calculator, fax machine, copy machine, Police car, police radio, pager, and first aid equipment;

- Ability to learn the applicable laws, ordinances, and department rules and regulations;
- Ability to communicate effectively orally and in writing;
- Ability to establish and maintain effective working relationships with the public, peers and supervisors;
- Ability to follow verbal and written instructions;
- Ability to learn the Town's geography;
- Ability to deal politely and effectively with the general public;
- Ability to prepare accurate, clear and comprehensive technical reports;
- Ability to observe and report on situations analytically and objectively in an accurate, clear and comprehensive manner.

**PHYSICAL AND SPECIAL REQUIREMENTS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and smell. The employee must occasionally lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. This position is subject to pre-employment polygraph and/or CVSA testing. Must be 18 years or older at time of employment. Must be a US Citizen.

**EDUCATION AND EXPERIENCE:**

- Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy;
- Must meet standards per North Carolina Administrative Code: "A conviction of a crime or unlawful act defined as a Class B misdemeanor renders an applicant or certified DCIN user ineligible to become certified as a DCIN user when such conviction is within 10 years of the application date of request for DCIN certification. A conviction of a felony or two or more Class B misdemeanors regardless of the date of conviction renders an applicant or certified DCIN user permanently ineligible to hold such certification;
- Must possess or obtain a valid North Carolina Driver's License with acceptable driving record;
- Must be able to pass the required course of study to be a civilian traffic investigator;
- Must possess or have the ability to obtain CPR and First Responder Certification;
- Must possess a High school diploma or GED equivalent; and
- Six (6) months work experience in an office environment or customer service; or
- Additional education may substitute for the required work experience.

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Print Employee Name

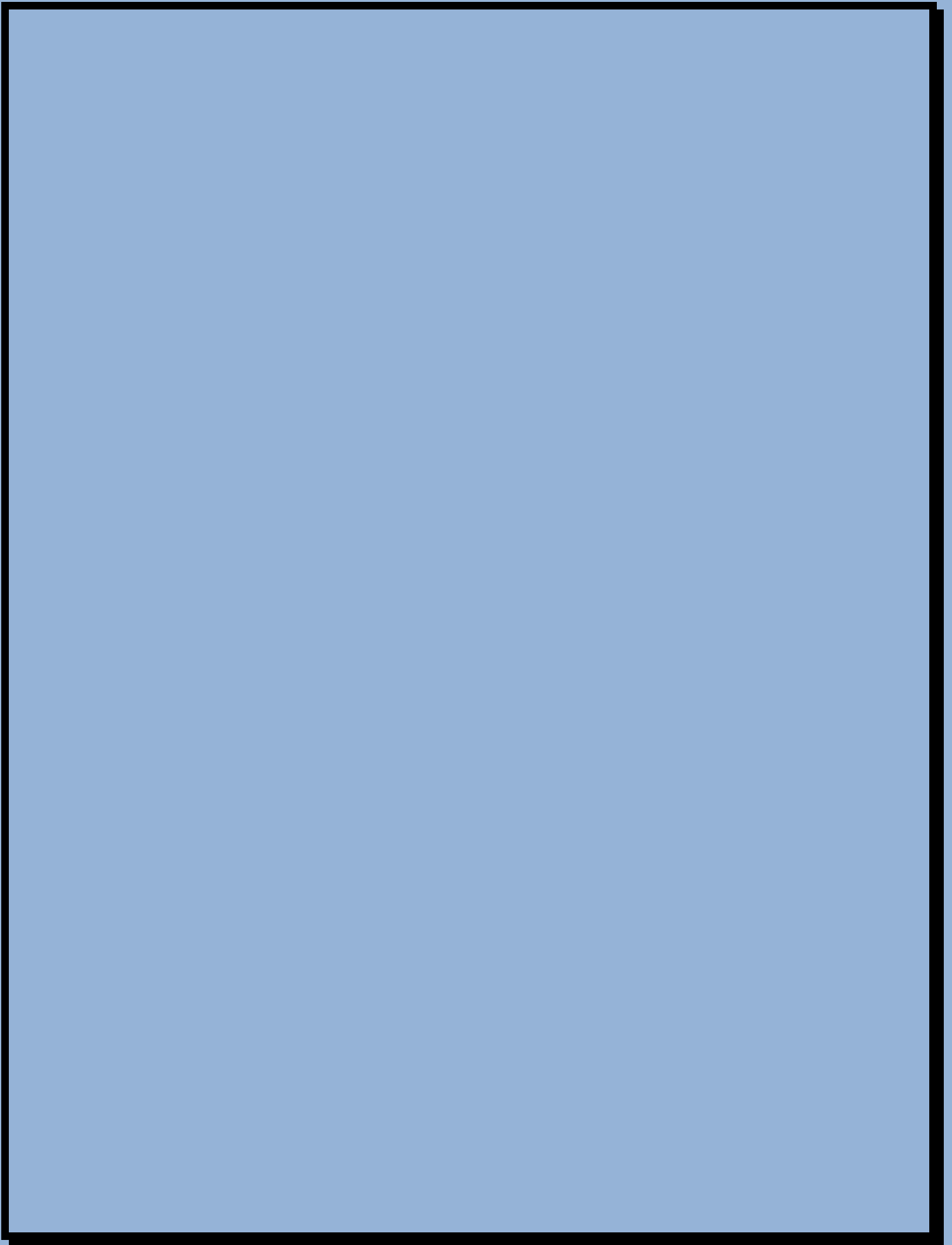
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Employee Signature

Date

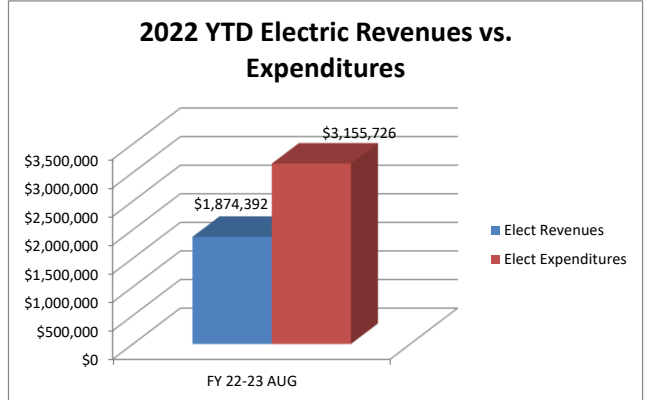
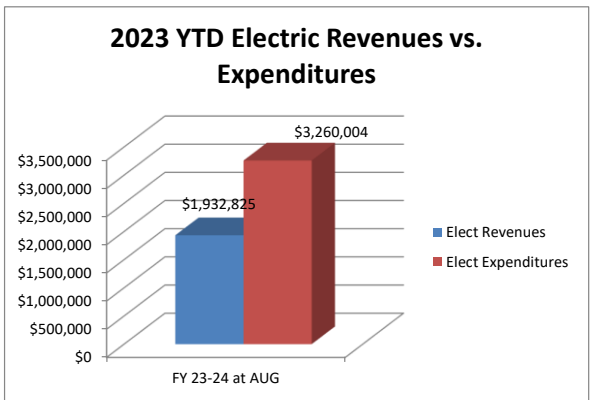
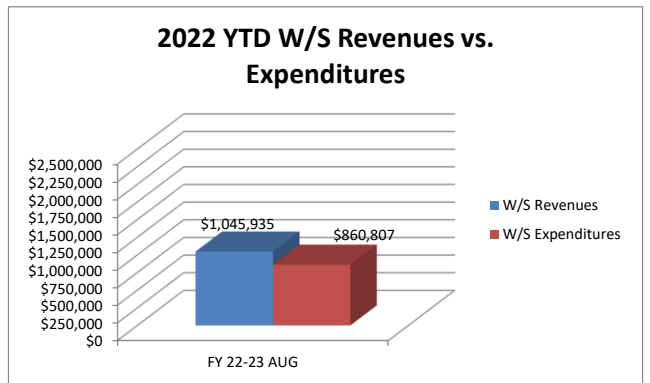
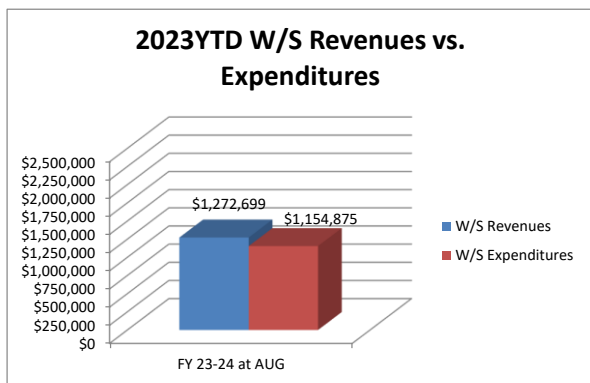
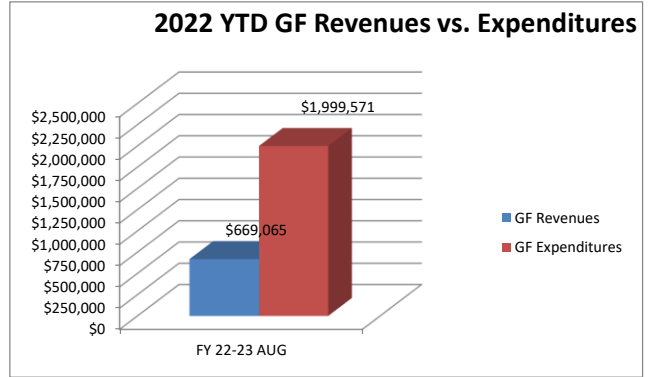
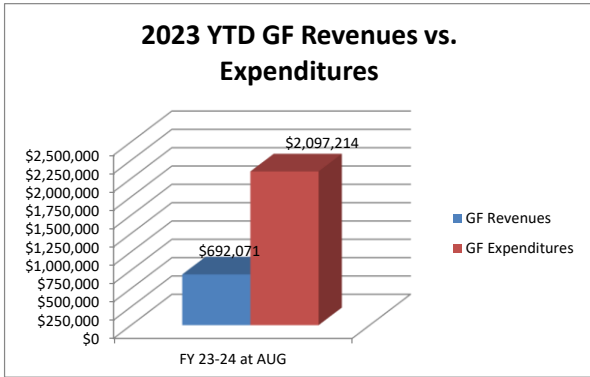


# Financial Report





# Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD**  
**MAJOR FUNDS FINANCIAL SUMMARY REPORT**  
**August 31, 2023**  
**Gauge: 2/12 or 16.67 Percent**

**16.67%**

**GENERAL FUND**

	Frequency	Actual to Date	Budget	Actual to Date	YTD %
		FY '22-23	FY '23-24	FY '23-24	Collected
<b>Revenues</b>					
Current & Prior Year Property Taxes	Monthly	\$ 28,798	\$ 7,436,900	\$ 11,134	0.15%
Motor Vehicle Taxes	Monthly	130,962	775,000	79,365	10.24%
Utility Franchise Taxes	Quarterly	-	965,000	-	0.00%
Local Option Sales Taxes	Monthly	-	3,100,000	-	0.00%
Aquatic and Other Recreation	Monthly	181,777	714,500	184,947	25.88%
Sanitation (Includes Penalties)	Monthly	160,157	1,519,310	163,666	10.77%
Grants		-	21,630	3,085	14.26%
All Other Revenues		167,372	1,784,483	249,873	14.00%
Loan Proceeds			-		#DIV/0!
Transfers (Electric and Fire Dist.)		-	334,150	-	0.00%
Fund Balance Appropriated		-	477,691	-	0.00%
Total		\$ 669,065	\$ 17,128,664	\$ 692,071	4.04%

	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
<b>Expenditures</b>				
General Gov.-Governing Body	\$ 56,653	\$ 488,076	\$ 149,823	30.70%
Non Departmental	201,858	1,132,505	228,074	20.14%
Debt Service	211,469	438,296	211,469	48.25%
Finance	19,058	161,390	19,630	12.16%
IT	7,028	252,712	21,002	8.31%
Planning	43,529	335,303	56,844	16.95%
Police	481,026	4,604,075	443,685	9.64%
Fire	306,284	3,042,526	323,617	10.64%
EMS	-	-		#DIV/0!
General Services/Public Works	76,733	697,233	100,123	14.36%
Streets	71,861	518,065	40,006	7.72%
Motor Pool/Garage	14,159	198,685	32,212	16.21%
Powell Bill	19,122	359,306	10,801	3.01%
Sanitation	165,275	1,936,360	166,644	8.61%
Stormwater	2,568	161,225	11,225	6.96%
Parks and Rec	131,986	1,218,107	121,028	9.94%
SRAC	164,995	1,275,305	156,600	12.28%
Sarah Yard Center	25,969	58,696	4,429	7.55%
Contingency	-	250,799	-	0.00%
Appropriations/Contributions	-	-		0.00%
Total	\$ 1,999,571	\$ 17,128,664	\$ 2,097,214	12.24%

YTD Fund Balance Increase (Decrease)

- -

16.67%

**WATER AND SEWER FUND**

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Water Charges	\$ 296,394	\$ 2,912,000	\$ 349,824	12.01%
Water Sales (Wholesale)	204,542	2,080,380	310,410	14.92%
Sewer Charges	496,644	4,800,000	562,102	11.71%
Penalties	9,074	60,000	11,277	18.79%
Tap Fees	345	3,000	4,400	146.67%
Other Revenues	38,935	184,000	34,686	18.85%
Grants	-	-	-	#DIV/0!
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	3,308	-	0.00%
Total	\$ 1,045,935	\$ 10,042,688	\$ 1,272,699	12.67%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Water Plant (Less Transfers)	\$ 244,570	\$ 2,479,704	\$ 362,649	14.62%
Water Distribution/Sewer Coll (Less Transfers)	533,181	4,907,580	709,169	14.45%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	1,350,000	-	0.00%
Debt Service	83,057	1,030,957	83,057	8.06%
Contingency	-	274,447	-	0.00%
Total	\$ 860,807	\$ 10,042,688	\$ 1,154,875	11.50%

**ELECTRIC FUND**

Revenues	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Electric Sales	\$ 1,832,903	\$ 16,320,000	\$ 1,858,730	11.39%
Penalties	11,763	80,000	15,614	19.52%
All Other Revenues	29,726	252,000	58,481	23.21%
Grants	-	-	-	
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	56,150	-	
Total	\$ 1,874,392	\$ 16,708,150	\$ 1,932,825	11.57%

Expenditures	Actual to Date	Budget	Actual to Date	YTD %
	FY '22-23	FY '23-24	FY '23-24	Collected
Administration/Operations	\$ 463,357	\$ 2,968,094	\$ 514,795	17.34%
Purchased Power - Non Demand	926,208	12,450,000	873,762	7.02%
Purchased Power - Demand	1,230,881	-	1,336,166	#DIV/0!
Purchased Power - Debt	192,696	-	192,696	#DIV/0!
Debt Service	342,585	342,586	342,586	100.00%
Capital Outlay	-	-	-	#DIV/0!
Contingency	-	220,000	-	0.00%
Transfers to Electric Capital Proj Fund	-	632,320	-	0.00%
Transfer to Electric Capital Reserve	-	-	-	
Transfers to General Fund	-	95,150	-	0.00%
Total	\$ 3,155,726	\$ 16,708,150	\$ 3,260,004	19.51%

**CASH AND INVESTMENTS FOR AUGUST**

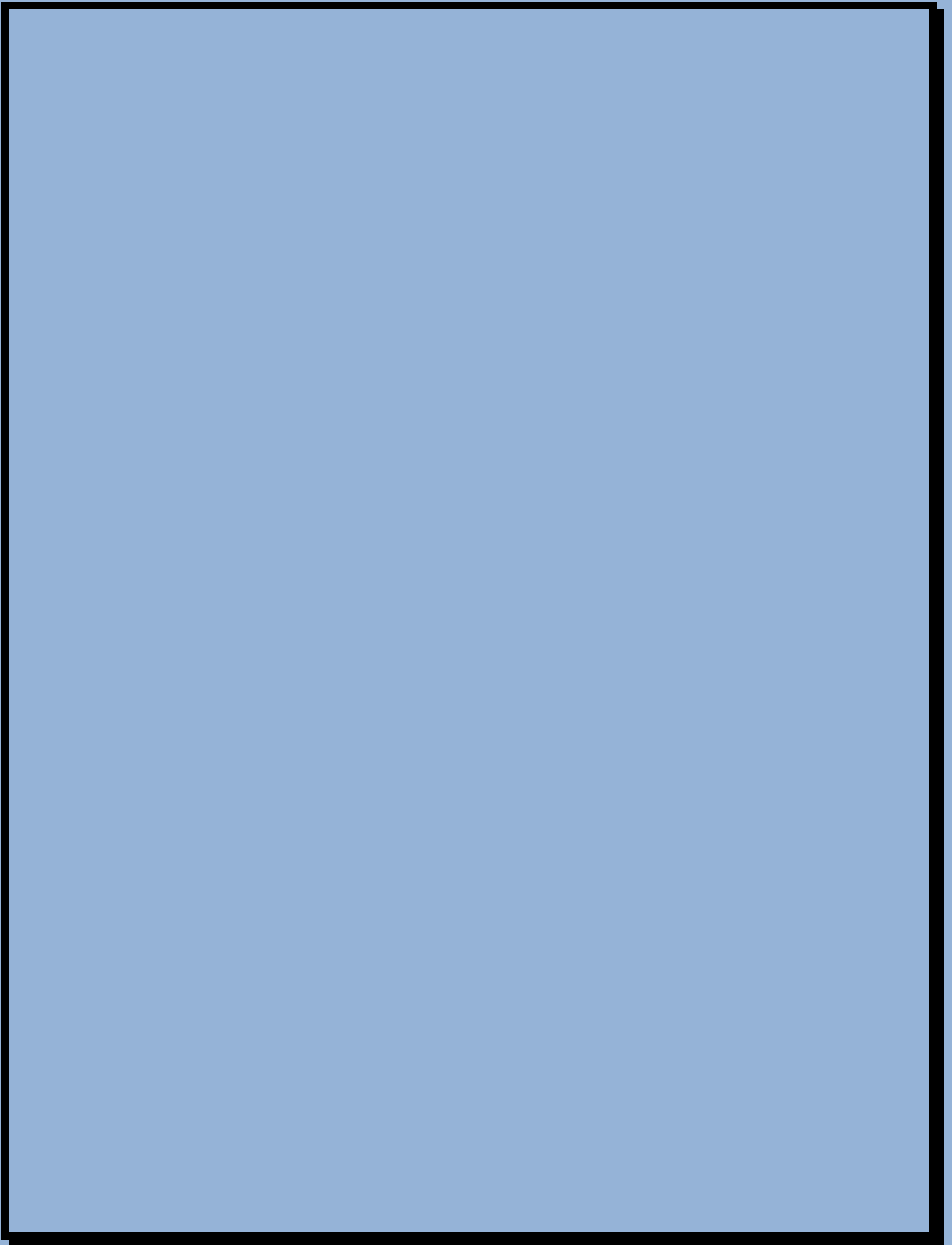
General Fund (Includes P. Bill)	15,773,661			
Water and Sewer Fund	12,042,600			
Electric Fund*	10,713,660			
ARPA (20)	2,684,231			
SCIF (21)	1			
JB George Endowment (40)	133,160			
Water Plant Expansion (43)	891,510			
Booker Dairy Road Fund (44)	457,896			
Capital Project Fund: Wtr/Sewer (45)	2,036,145			
Capital Project Fund: General (46)	942,214			
Capital Project Fund: Electric (47)	751,958			
FEMA Acquisitions and Elevations (48)	550			
CDBG Neighborhood Revitalization (49)	(161,194)	1st CITIZENS	28,896,209	0.3% (Earnin
Firemen Relief Fund (50)	93,736	NCCMT	5,191,233	0.600%
Fire District Fund (51)	134,267	KS BANK	2,400,963	0.25%
General Capital Reserve Fund (72)	6,300	TRUIST	10,012,289	1.30%
Total	<u>\$ 46,500,694</u>		<u>\$ 46,500,694</u>	

\*Plug

**Account Balances Confirmed By Finance Director on**

9/22/2023

# Department Reports





**FINANCE DEPARTMENTAL REPORT FOR AUGUST, 2023**

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

Daily Collections/Property Taxes/Other.....	\$2,843,964
Franchise Tax.....	-
Sales & Use Tax.....	-
Powel Bill.....	-
<b>Total Revenue</b>	<b>\$2,843,964</b>
Expenditures: General, Water, and Electric.....	\$3,705,689

**FINANCE:**

- Compiled and submitted monthly retirement report for August on August 18<sup>th</sup>.
- Issued 86 purchase orders
- Processed 639 vendor invoices for payment and issued 359 accounts payable checks
- Prepared and processed 2 regular payrolls and remitted federal and state payroll taxes on August 4<sup>th</sup> & August 18<sup>th</sup>.
- Issued total of 0 renewal privilege licenses for beer and wine sales with 9 outstanding
- Sent 0 past due notices for delinquent privilege license
- Issued 0 peddler license
- Sent 0 notices for grass cutting
- Collected \$0 in grass cutting invoices. Total collected to date is \$9,496.
- Processed 8 NSF Checks/Fraudulent Cards (Utility and SRAC)
- Debt Setoff - Bad Debt Collection calendar year-to-date total \$31,230.24 (EMS: \$6,982.75; SRAC: \$2,270.46; Utility: \$21,977.03; and Other: \$0)
- Penn Credit - Bad Debt Collections received in August \$0; Total collections calendar year-to-date \$23,185.67
- Invoiced 0 grave opening (10-40-3400-3403-0003) for a total of \$0.
- Invoiced Johnston Community College for Police Security on August 4<sup>th</sup>.
- Earned \$40,648 in interest from FCB and paid \$2,893 in fees on the central depository account.
- Paid \$14,146 in credit/debit/Tyler card fees, but received \$9,739.72 (31-72-3550-3520-0002) in convenience fees

**FINANCE DIRECTOR**

- Attended Town Council Meeting on August 8 2023
- Prepared for and responded to Auditor’s visit on July 30 and Aug 1, 2023
- Meet with Debtbook to review lease data on August 3, 2023
- Meet with FCB Wealth Management team on August 15, 2023

**ASSISTANT FINANCE DIRECTOR.**

- Attended UNC SOG course on August 28<sup>th</sup> & 29<sup>th</sup> (end of week courses rescheduled)
- Met with Ameritas on August 2<sup>nd</sup> about Town’s benefit plan.
- Assisted auditor with onsite visits.
- Gathered data for worker’s comp claim.
- Worked with multiple department heads on expense reclass entries.
- Completed Annual Evaluations for Accounts Payable Technician, Payroll Accounting Tech. & Collection Assistant



# Planning Department Development Report

Monday, September 25, 2023

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

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

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

<b>Text Amendment 2023-10</b>	
Submittal Date:	8/4/2023
Planning Board Review:	9/7/2023
Board of Adjustment Review:	
Town Council Hearing Date:	10/3/2023
Approval Date:	

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

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

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

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



Project Name: **Bufflo Road Subdivision**  
 Request: 217 unit subdivision  
 Location Buffalo Rd  
 Tax ID#: 14A03005 PIN#: 260412-06-3802  
 Project Status **In First Review**  
 Notes: Applicant requested a postponement

<b>Conditional Zoning 2023-01</b>	
Submittal Date:	6/30/2023
Planning Board Review:	8/4/2023
Board of Adjustment Review:	
Town Council Hearing Date:	9/5/2023
Approval Date:	

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

<b>Site Plan SP-23-06</b>	
Submittal Date:	6/1/2023
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

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

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

Project Name: **Home2Suites**  
 Request: 98 Room Hotel  
 Location Towne Center Place  
 Tax ID#: 15L11001H PIN#: 260305-08-8796  
 Project Status **Approved**  
 Notes: Construction Eminent

<b>Site Plan 2023-03</b>	
Submittal Date:	3/17/2023
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 **Approved**  
Notes: Staff review and approval

<b>Site Plan 2022-13</b>
Submittal Date: 12/12/2022
Planning Board Review:
Board of Adjustment Review:
Town Council Hearing Date:
Approval Date:

Project Name: **SSS Gym Expansion**  
Request: Gym Expansion  
Location 700 M.D.S Parkway  
Tax ID#: 14075033 PIN#: 260405-08-9280  
Project Status **Approved**  
Notes: Under Construction

<b>Site Plan 2022-14</b>
Submittal Date: 12/12/2022
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: Under Construction

<b>Site Plan 2022-09</b>
Submittal Date: 8/18/2022
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 **Approved**  
Notes: Under Construction

<b>Site Plan 2022-05</b>
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

<b>Subdivision 2022-03</b>	
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: **Take 5 Oil Change**  
 Request: Retail oil change service center  
 Location 1307 North Brightleaf Boulevard  
 Tax ID#: 14074019 PIN#: 260411-55-6272  
 Project Status **Approved**  
 Notes: Under Construction

<b>Site Plan 2022-02</b>	
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 drawings approved

<b>Subdivision 2022-02</b>	
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

<b>Subdivision 2022-01</b>	
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: **Harvest Run**  
 Request: R8-CZ to allow for 69 townhouses and 96 single family  
 Location NC 210 Highway  
 Tax ID#: 15077009 PIN#: 168400-84-6775  
 Project Status **Approved**  
 Notes: Constrcution Drawings Approved

<b>Conditional Zoning 2021-10</b>	
Submittal Date:	10/1/2021
Planning Board Review:	11/4/2021
Board of Adjustment Review:	
Town Council Hearing Date:	12/7/2021
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

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

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

<b>Conditional Zoning 2021-05</b>	
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 **Approved**  
 Notes: Under Construction

<b>Subdivision 2021</b>	
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: Under Construction

<b>Site Plan 2021-16</b>	
Submittal Date:	6/23/2021
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	

Project Name: **Johnston Health Services**  
 Request: 5,370 Sq ft addition to Hospital Complex  
 Location 512 North Brightleaf Boulevard  
 Tax ID#: 15010058 PIN#: 169416-82-0969  
 Project Status **Approved**  
 Notes: Under Construction

<b>Site Plan 0202-09</b>	
Submittal Date:	8/24/2020
Planning Board Review:	
Board of Adjustment Review:	
Town Council Hearing Date:	
Approval Date:	9/4/2020

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

<b>Site Plan 2020-02</b>	
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 6-7**  
 Request: Townhouse Development  
 Location Buffalo Road  
 Tax ID#: 14075013 PIN#: 169520-80-3415  
 Project Status **Approved**  
 Notes: Under Construction

<b>Subdivision 2018-01</b>	
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 3-5**  
 Request: Residential Subdivision  
 Location Buffalo Road  
 Tax ID#: 14075013 PIN#: 169520-80-3415  
 Project Status **Approved**  
 Notes: Under Construction

<b>Subdivision 2018-01</b>	
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: Under Construction

<b>Subdivision 2019-01</b>	
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: Under Construction

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



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

### Permit Issued for August 2023

Permit Type	Sub Type	Permit Fees	Permits Issued
Zoning	Land Use	\$800.00	8
Site Plan	Minor Site Plan	\$300.00	6
Zoning	Sign	\$100.00	2
Zoning	Single Family	\$25.00	1
Report Period Total:		\$1,225.00	17
Fiscal YTD Total:		\$2,325.00	44

Z23-000121	Zoning	Land Use	Classic Care Homes	101 Annie Parker Cir
Z23-000117	Zoning	Land Use	Hickory Farms Seasonal	1025 Outlet Center Dr
Z23-000114	Zoning	Sign	Spencer's Gifts	1025 Outlet Center Dr
Z23-000116	Zoning	Sign	Tandoori Trail	227 E Market St
SP23-000220	Site Plan	Minor Site Plan	Single Family Dwelling	9 White Oak Dr
SP23-000221	Site Plan	Minor Site Plan	Single Family Dwelling	5700 Swift Creek Rd
Z23-000113	Zoning	Land Use	Playmates Child Care	13 Berkshire Rd
SP23-000222	Site Plan	Minor Site Plan	Smithfield Kia	1698 Booker Dairy Rd
SP23-000223	Site Plan	Minor Site Plan	Single Family Dwelling	808 Third Avenue
Z23-000115	Zoning	Land Use	ValCo Counseling Services	125 N Second St
SP23-000224	Site Plan	Minor Site Plan	Single Family Dwelling	32 S Sussex Dr
Z23-000118	Zoning	Single Family & Two	Licensed Family Care Facility	102 Futrell Way
Z23-000119	Zoning	Land Use	Vanir Installed Sales	1621 S Brightleaf Blvd
Z23-000120	Zoning	Land Use	State Farm Insurance	1601 E Booker Dairy Rd
Z23-000122	Zoning	Land Use	Rubi's Accounting	1327-A N Brightleaf Blvd
Z23-000123	Zoning	Land Use	Inspirational You Beauty Box	513 Outlet Center Dr
SP23-000225	Site Plan	Minor Site Plan	Speedway tank swap	2103 S Brightleaf Blvd



**TOWN OF SMITHFIELD  
POLICE DEPARTMENT  
MONTHLY REPORT  
MONTH ENDING AUGUST 31, 2023**

**I. STATISTICAL SECTION**

Month Ending August 31, 2023	August 2023	August 2022	Total 2023	Total 2022	YTD Difference
Calls for Service	1496	1890	13178	13546	-368
Incident Reports Completed	99	131	935	1075	-140
Cases Closed	79	77	603	649	-46
Accident Reports	76	81	606	726	-120
Arrest Reports	53	73	504	667	-163
Burglaries Reported	1	8	35	59	-24
Drug Charges	11	11	88	137	-49
DWI Charges	4	10	38	61	-23
Citations Issued	101	202	975	1955	-980
Speeding	14	88	240	890	-650
No Operator License	26	51	257	409	-152
Registration Violations	16	13	111	193	-82

**II. PERSONNEL UPDATE**

The police department currently has 13 vacant officer positions. Two new hires are currently in BLET. One cadet failed out of BLET and we hope to transition her to a new community service aid position. We currently have one new officer in Field Training and one awaiting state approval. We are in the process of two background investigations for new officers with previous experience.

**III. MISCELLANEOUS**

We have seen a recent up tick in vehicle B&E's. We were able to make an arrest and conducted a follow up search warrant ref some of the recent cases We addressed speeding and code violation concerns brought to our attention by citizens. We continue to address these issues and provide feedback to the public.



### REPORTED UCR OFFENSES FOR THE MONTH OF AUGUST 2023

PART I CRIMES	August	August	+/-	Percent	Year-To-Date		+/-	Percent
	2022	2023		Changed	2022	2023		Changed
MURDER	0	0	0	N.C.	0	1	1	N.C.
RAPE	0	1	1	N.C.	3	3	0	0%
ROBBERY	1	1	0	0%	4	4	0	0%
Commercial	0	0	0	N.C.	2	1	-1	-50%
Individual	1	1	0	0%	2	3	1	50%
ASSAULT	3	3	0	0%	45	31	-14	-31%
* VIOLENT *	4	5	1	25%	52	39	-13	-25%
BURGLARY	8	0	-8	-100%	56	31	-25	-45%
Residential	6	0	-6	-100%	29	15	-14	-48%
Non-Resident.	2	0	-2	-100%	27	16	-11	-41%
LARCENY	36	32	-4	-11%	311	255	-56	-18%
AUTO THEFT	4	2	-2	-50%	26	16	-10	-38%
ARSON	1	0	-1	-100%	2	1	-1	-50%
* PROPERTY *	49	34	-15	-31%	395	303	-92	-23%
PART I TOTAL:	53	39	-14	-26%	447	342	-105	-23%
PART II CRIMES								
Drug	14	9	-5	-36%	145	109	-36	-25%
Assault Simple	12	11	-1	-8%	74	78	4	5%
Forgery/Counterfeit	1	2	1	100%	8	14	6	75%
Fraud	10	6	-4	-40%	66	70	4	6%
Embezzlement	0	0	0	N.C.	4	6	2	50%
Stolen Property	1	0	-1	-100%	6	3	-3	-50%
Vandalism	9	4	-5	-56%	47	29	-18	-38%
Weapons	0	1	1	N.C.	3	4	1	33%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	3	1	-2	-67%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	4	1	-3	-75%
D. W. I.	10	4	-6	-60%	58	32	-26	-45%
Liquor Law Violation	0	1	1	N.C.	11	2	-9	-82%
Disorderly Conduct	1	0	-1	-100%	7	6	-1	-14%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	0	2	2	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	18	18	0	0%	171	205	34	20%
PART II TOTAL:	77	56	-21	-27%	607	562	-45	-7%
GRAND TOTAL:	130	95	-35	-27%	1054	904	-150	-14%

N.C. = Not Calculable



**Town of Smithfield  
Fire Department  
August 2023**

**I. Statistical Section**

**Aug.**

<b>Confirmed Structure Fires</b>	<b>5</b>
<b>EMS Responses</b>	<b>171</b>
<b>Misc./Other Calls</b>	<b>43</b>
<b>Mutual Aid Calls</b>	<b>13</b>
<b>TOTAL EMERGENCY RESPONSES</b>	<b>269</b>

	<b>Aug.</b>	<b>YTD</b>
Fire Inspections	106	727
Public Fire Education Programs	9	19
# Of Children Educated	525	1,226
# Of Adults Educated	325	637
Plans Review Construction/Renovation Projects	28	190
Fire Department Permits reviewed / Issued	42	315
Business Preplans	0	1
<b>Fire Related Injuries &amp; Deaths</b>	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	1

**II. Major Revenues**

	<b>Aug.</b>	<b>YTD</b>
<b>Inspections</b>	<b>\$1,150.00</b>	\$6,925.00
<b>Fire Recovery USA</b>	<b>\$436.80</b>	\$7,663.22

**III. Personnel Update:**

1 vacant Full-time position (Fire Chief), Continuous Part-time positions available, 11 p/t positions current including the p/t fire inspector.

**IV. Narrative of monthly departmental activities:**

- Squad was in-service 5 of 23 days
- Total Training Hours for August = 343 hours
- Fire Drills at JCC
- Smoke Alarm Inventory/Reorder
- Light duty personnel projects (Knox Box, Mapping, Inspection History Downloads)
- Continue progress to full digital plans review
- Aug. 1 – Station Tour – Station 1
- Aug. 1 – Cool Kids Sprinkler – JCC
- Aug. 2 – Hose Demo – Rear parking lot of Carolina Premium Outlets

- Aug. 12 – River Rat Regatta – Neuse River
- Aug. 19 – Back to School event – Smith Collins Park
- Aug. 19 – Back to School event – Smithfield Church of God

## **V. Upcoming Plans**

- Fireworks Class
- CFI Certification work
- Website
- Mapping of Inspection Zones
- Planning for Fire Watch at JCC Events
- Complete Evaluations
- Complete Hydrant Maintenance Schedule
- Extrication Tool Demo



# Reporting

Monthly Reports ▼

Aug 1 - Aug 31

Summary

Reporting Details

Recent Activity

Work Orders 6

Purchase Orders

Reporting

Requests

Assets

Messages 1

Categories

Parts Inventory

Library ▼

Meters

Locations

Teams / Users

Vendors

Export Data

Custom Dashboards

Assigned To

Due Date

Priority

+ Add Filter

My Filters

## Work Orders

Created vs. Completed ▶

+ Add to Dashboard

194

Created

201

Completed

103.6%

Percent Completed  
*\*More Work Orders were completed than created during this time period*

220 —  
200 —  
180 —  
160 —  
140 —  
120 —  
100 —  
80 —  
60 —  
40 —  
20 —  
0 —

8/1/2023

Reactive vs. Repeatable ▶

+

190

Reactive

4

Repeatable

2.1%

Repeating Ratio

Contact MaintainX

Lawrence Davis  
Settings

194

**Town of Smithfield**  
**Public Works Appearance Division**  
**Cemetery, Landscapes, and Grounds Maintenance**  
**Buildings, Facilities, and Sign Division**  
**Monthly Report**  
**August 21, 2023**



**I. Statistical Section**

- 2   Burials
- 1   Works Orders – Buildings & Facilities Division
- 25  Work Orders – Grounds Division
- 10  Work Orders – Sign Division

**II. Major Revenues**

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$ 0
Grave Opening Fees:	\$1,450.00
Total Revenue:	\$2,400.00

**III. Major Expenses for the Month:**

The Appearance Division paid \$3,885.00 to Clean Turf, LLC. For Spraying for fire ants at all towns cemeteries, Oakland, Sunset, Rest haven, Riverside

**IV. Personnel Update:**

No new personnel for the month.

**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 "Blood born pathogens".

**Town of Smithfield  
Public Works Department  
August 31, 2023**



194 Total Work Orders completed by the Public Works Department

2 Burials, at \$725.00 each = \$1,450.00

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

\$1,000 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

468.18 tons of household waste collected

142.00 tons of yard waste collected

3.33 tons of recycling collected

0 gallons of used motor oil were recycled

0 scrap tires were recycled

**Town of Smithfield**  
**Public Works Drainage/Street Division**  
**Monthly Report**  
**August 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. 0 Work Orders - 0 Linear Feet of ditches were cleaned
- e. 15 Work Orders – 725 lbs. of Cold Patch was used for 25 Potholes.

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

None for the month

**IV. Personnel Update:**

No new personnel hired for the month of August.

**V. Narrative of monthly departmental activities:**

The Public Works Department safety meeting on "Blood borne pathogens".  
Deliver cones and rollouts for the River Rat Regatta. 15 Cones to the Farmers Market. Deliver cones to Third on Third For DSDC.

## Appearance Commission August 2023 Monthly Report:

### Agenda Items

#### Updates

##### Plantings Around I-95 Signage

Public Works Director Lawrence Davis informed the members of the Appearance Commission that Clayton Narron received the information and was working on a design. Mr. Narron was also invited to attend the meeting.

##### College Pond Trail Additions

Chairperson Kaitlyn Tarley informed the members of the Appearance Commission that the benches and shade structures have been received. Parks and Recreation staff will be installing everything as soon as they are able.

##### Updated Donate-A-Tree Brochures

Chairperson Kaitlyn Tarley informed the members of the Appearance Commission that she updated the Donate-A-Tree brochure and the thank you cards. She provided a sample for the members to view. Based on past meeting conversations, Chairperson Kaitly Tarley presented a

**Next Appearance Commission meeting will be on Sept. 19, 2023, at 5:00pm in Town Hall.**



**Town of Smithfield  
Public Works Fleet Maintenance Division  
Monthly Report  
August 31, 2023**



**I. Statistical Section**

- 4   Preventive Maintenances
- 0   North Carolina Inspections (Outsourced)
- 24  Work Orders

**II. Major Revenues**

None for the month

**III. Major Expenses for the Month:**

Paid Walker Automotive \$2,848.80 for 1000 amp jump box 10 ton & 22 ton for all town vehicles. Paid Diesel Laptops Inc. \$1,545.00 for Cummins Insite Pro Software 1year subscription to diagnose all town vehicles.

**IV. Personnel Update:**

None for the month

**V. Narrative of monthly departmental activities:**

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



# Work Orders List for 07/31/2023 - 08/31/2023

WORK ORDER INFO		LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1676	Cut small trees off ditch	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 08/01/2023	Total Time Costs Total Time <b>Total Costs</b>	\$10.33 30m 0s <b>\$10.33</b>
Ethan Bryant					
#1674	Sink whole near mail box		08/01/2023 ✓ Done Completed by Ethan Bryant on 08/01/2023	Total Time Costs Total Time <b>Total Costs</b>	\$20.66 1h 0m 0s <b>\$20.66</b>
High					
Streets Division					
Ethan Bryant					
#1681	Cut ditch with John deere	Drainage Division Drainage Division	✓ Done Completed by Ethan Bryant on 08/01/2023	Total Time Costs Total Time <b>Total Costs</b>	\$103.30 5h 0m 0s <b>\$103.30</b>
Ethan Bryant					
#1696	Cut grass on sidewalk & spray	Drainage Division	✓ Done Completed by Ethan Bryant on 08/03/2023	Total Time Costs Total Time <b>Total Costs</b>	\$103.30 5h 0m 0s <b>\$103.30</b>
Ethan Bryant					

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

#1697 Drainage Division  
 Cut grass on sidewalk and spray  
 Drainage  
 Ethan Bryant  
 Done  
 Completed by Ethan Bryant on 08/03/2023  
 Total Time Costs \$103.30  
 Total Time 5h 0m 0s  
 Total Costs \$103.30

#1686  
 Catch basins covered with debris  
 Low  
 Streets Division  
 Ethan Bryant  
 08/03/2023  
 Done  
 Completed by Ethan Bryant on 08/03/2023

#1700 Drainage Division  
 Cut and clean out ditch  
 Drainage  
 Ethan Bryant  
 Done  
 Completed by Ethan Bryant on 08/03/2023  
 Total Time Costs \$61.98  
 Total Time 3h 0m 0s  
 Total Costs \$61.98

#1701 Drainage Division  
 Fill pothole  
 Drainage  
 Ethan Bryant  
 Done  
 Completed by Ethan Bryant on 08/04/2023  
 Total Time Costs \$3.44  
 Total Time 10m 0s  
 Total Costs \$3.44

#1704 Drainage Division  
 Divided highway sign torn down from car accident  
 Drainage  
 Ethan Bryant  
 Done  
 Completed by Ethan Bryant on 08/04/2023  
 Total Time Costs \$10.33  
 Total Time 30m 0s  
 Total Costs \$10.33

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

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1714 Down sign <span>Low</span> <span>Signage</span> Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/08/2023	Total Time Costs Total Time <b>Total Costs</b>	\$13.77 40m 0s <b>\$13.77</b>
#1716 Fill pothole <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/08/2023	Total Time Costs Total Time <b>Total Costs</b>	\$3.44 10m 0s <b>\$3.44</b>
#1717 Pothole <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/08/2023	Total Time Costs Total Time <b>Total Costs</b>	\$3.44 10m 0s <b>\$3.44</b>
#1720 Fill in sink hole <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/08/2023	Total Time Costs Total Time <b>Total Costs</b>	\$6.89 20m 0s <b>\$6.89</b>
#1721 Limbs blocking view of stop sing <span>High</span> <span>Streets Division</span> Ethan Bryant	Drainage Division Parent: Drainage Truck #412 Division	✓ Done Completed by Ethan Bryant on 08/08/2023	Total Time Costs Total Time <b>Total Costs</b>	\$5.17 15m 0s <b>\$5.17</b>

#1735  
**Cut fema lots**  
Medium  
FEMA Lots  
Drainage  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #412

✓ Done  
 Completed by Ethan Bryant on 08/10/2023

Total Time Costs  
 Total Time 35m 39s  
**Total Costs \$12.28**

#1736  
**Cut fema lots**  
Medium  
FEMA Lots  
Drainage  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #412

✓ Done  
 Completed by Ethan Bryant on 08/10/2023

Total Time Costs  
 Total Time 26m 21s  
**Total Costs \$9.07**

#1739  
**Cut community garden**  
Medium  
Drainage  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #412

✓ Done  
 Completed by Ethan Bryant on 08/10/2023

Total Time Costs  
 Total Time 45m 13s  
**Total Costs \$15.57**

PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1741 Cleaning catch basins in down town area <b>High</b> <b>Drainage</b> Ethan Bryant	Drainage Division Truck #412 Parent: Drainage Division	✓ Done Completed by Ethan Bryant on 08/10/2023	Total Time Costs Total Time <b>Total Costs</b>	\$43.51 2h 6m 21s <b>\$43.51</b>
#1746 Deliver 8 trashcan to Smith Collins park <b>High</b> Events / Cans and Cones / Trash collection and street sweeping Ethan Bryant	Drainage Division Truck #412 Parent: Drainage Division	✓ Done Completed by Ethan Bryant on 08/11/2023	Total Time Costs Total Time <b>Total Costs</b>	\$9.60 27m 52s <b>\$9.60</b>
#1745 Deliver cones to river <b>High</b> <b>Drainage</b> Ethan Bryant	Drainage Division 16ft trailer	✓ Done Completed by Ethan Bryant on 08/11/2023	Total Time Costs Total Time <b>Total Costs</b>	\$13.97 40m 35s <b>\$13.97</b>
#1750 Cut grass <b>Medium</b> <b>Drainage</b> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/11/2023	Total Time Costs Total Time <b>Total Costs</b>	\$32.76 1h 35m 9s <b>\$32.76</b>

#1753 Cut ditch <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/11/2023	Total Time Costs Total Time 1h 12m 56s <b>\$25.11</b> <b>Total Costs \$25.11</b>	
#1754 305 E WOODALL ST <a href="#">Sanitation Division</a> Ethan Bryant	Town Hall	✓ Done Completed by Ethan Bryant on 08/11/2023	Total Time Costs Total Time 8m 53s <b>\$3.06</b> <b>Total Costs \$3.06</b>	
#1757 Pot hole <a href="#">Medium</a> <a href="#">Potholes and street repairs</a> Ethan Bryant	Drainage Division Parent: Drainage Division Truck #412	✓ Done Completed by Ethan Bryant on 08/14/2023	Total Time Costs Total Time 3m 37s <b>\$1.25</b> <b>Total Costs \$1.25</b>	Square Feet of repair : 1x1 Bags of Perma Patch used.: 1/4 bag Material used : 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#1758 Pot hole <a href="#">Medium</a> <a href="#">Potholes and street repairs</a> Ethan Bryant	Drainage Division Parent: Drainage Division Truck #412	✓ Done Completed by Ethan Bryant on 08/14/2023	Total Time Costs Total Time 6m 57s <b>\$2.39</b> <b>Total Costs \$2.39</b>	Square Feet of repair : 1x1 & 2x2 Bags of Perma Patch used.: 1 Material used : 1 rake Truck(s) #: 412 Names of worker(s): Ethan&Jb
#1760 Streetblades torn down <a href="#">Drainage</a> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/14/2023	Total Time Costs Total Time 6m 33s <b>\$2.26</b> <b>Total Costs \$2.26</b>	

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

#1761  
**Pick up cones & barrels at river**  
Drainage  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 08/14/2023

Total Time Costs  
 Total Time  
 54m 25s  
**\$18.74**

#1762  
**Put up stop signs**  
High      Signage      Drainage  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 08/14/2023

Total Time Costs  
 Total Time  
 59m 27s  
**\$20.47**

#1769  
**Put up signs for public utilities**  
High      Signage  
 Ethan Bryant

✓ Done  
 Completed by Ethan Bryant  
 on 08/15/2023

Total Time Costs  
 Total Time  
 25m 38s  
**\$8.83**

#1768  
**pothole on Brookwood Dr.**  
Medium      Potholes and street repairs  
 Ethan Bryant

08/15/2023  
 ✓ Done  
 Completed by Ethan Bryant  
 on 08/15/2023

Total Time Costs  
 Total Time  
 7m 8s  
**\$2.46**



#1759 POT HOLES ON N SUSSEX DR

Low  
Streets Division

Ethan Bryant

Drainage Division  
Street Division  
08/14/2023  
✓ Done  
Completed by Eithan Bryant on 08/15/2023

Total Time Costs \$7.02  
Total Time 20m 24s  
Total Costs \$7.02

#1773 Pot hole

High  
Drainage  
Potholes and street repairs

Ethan Bryant

Drainage Division  
Street Division  
✓ Done  
Completed by Eithan Bryant on 08/15/2023

Total Time Costs \$1.82  
Total Time 5m 17s  
Total Costs \$1.82

Square Feet of repair : 2x2  
Bags of Perma Patch used.: 1/2  
Material used : 1 rake  
Truck(s) #: 412  
Names of worker(s): Ethan&Jb

#1774 Pot hole

High  
Drainage  
Potholes and street repairs

Ethan Bryant

Drainage Division  
Truck #412  
Parent: Drainage Division  
✓ Done  
Completed by Eithan Bryant on 08/15/2023

Total Time Costs \$1.09  
Total Time 3m 10s  
Total Costs \$1.09

Square Feet of repair : 3x3  
Bags of Perma Patch used.: 1 1/2  
Material used : 1 rake  
Truck(s) #: 412  
Names of worker(s): Ethan&Jb

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

#1775  
**Pot hole**  
High  
Drainage  
Potholes and street repairs  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #412

✓ Done  
 Completed by Ethan Bryant on 08/15/2023

Total Time Costs  
 Total Time  
**\$1.12**

Square Feet of repair : 2x2  
 Bags of Perma Patch used.: 1/2  
 Material used : 1 rake  
 Truck(s) #: 412  
 Names of worker(s): Ethan&Jb

#1777  
**Pothole**  
High  
Drainage  
Potholes and street repairs  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #412

✓ Done  
 Completed by Ethan Bryant on 08/15/2023

Total Time Costs  
 Total Time  
**\$1.73**

Square Feet of repair : 3x3  
 Bags of Perma Patch used.: 1 1/2  
 Material used : 1 rake  
 Truck(s) #: 412  
 Names of worker(s): Ethan&Jb

#1780  
**Clean catch basin in east Smithfield**  
High  
Drainage  
 Ethan Bryant

Drainage Division  
 Parent: Drainage Division  
 Truck #408 (F550)

✓ Done  
 Completed by Ethan Bryant on 08/16/2023

Total Time Costs  
 Total Time  
**\$128.87**

Square Feet of repair : 3x3  
 Bags of Perma Patch used.: 1 1/2  
 Material used : 1 rake  
 Truck(s) #: 412  
 Names of worker(s): Ethan&Jb

PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1789 Paint parking space <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/17/2023	Total Time Costs Total Time 1h 15m 25s <b>Total Costs \$25.97</b>	
#1796 Limbs blocking view of stop sign <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/17/2023	Total Time Costs Total Time 14m 2s <b>Total Costs \$4.83</b>	
#1800 Cut grass <span>Medium</span> <span>Drainage</span> Ethan Bryant	Drainage Division Parent: Truck #412 Drainage Division	✓ Done Completed by Ethan Bryant on 08/18/2023	Total Time Costs Total Time 2h 25m 30s <b>Total Costs \$50.10</b>	
#1807 Limbs blocking sign <span>Medium</span> <span>Drainage</span> Ethan Bryant	Drainage Division Parent: Truck #412 Drainage Division	✓ Done Completed by Ethan Bryant on 08/21/2023	Total Time Costs Total Time 5m 13s <b>Total Costs \$1.80</b>	
#1808 Fix leaning no parking signs <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Ethan Bryant on 08/21/2023	Total Time Costs Total Time 6m 29s <b>Total Costs \$2.23</b>	

PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1813 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$0.87 2m 32s <b>Total Costs \$0.87</b>	
#1814 Leaning stopsign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.69 4m 55s <b>Total Costs \$1.69</b>	
#1815 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.74 5m 3s <b>Total Costs \$1.74</b>	
#1816 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.60 4m 38s <b>Total Costs \$1.60</b>	

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

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST	PROCEDURE ANSWERS
#1817 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.60 4m 38s <b>Total Costs \$1.60</b>	
#1819 Cut limb blocking sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.75 5m 5s <b>Total Costs \$1.75</b>	
#1820 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$2.68 7m 47s <b>Total Costs \$2.68</b>	
#1822 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$1.70 4m 57s <b>Total Costs \$1.70</b>	
#1824 Leaning sign Medium Signage Ethan Bryant	Drainage Division Street Division	✓ Done Completed by Ethan Bryant on 08/22/2023	Total Time Costs Total Time \$10.70 31m 5s <b>Total Costs \$10.70</b>	

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

#1826	Pot hole	08/22/2023	Total Time Costs	\$2.48
Medium	Completed by Ethan Bryant on 08/22/2023	Done	Total Time	7m 13s
Streets Division			<b>Total Costs</b>	<b>\$2.48</b>
Ethan Bryant				
#1829	Drainage Division	Done	Total Time Costs	\$32.59
Fill potholes	Completed by Ethan Bryant on 08/23/2023	Completed by Ethan Bryant on 08/23/2023	Total Time	1h 34m 39s
Drainage			<b>Total Costs</b>	<b>\$32.59</b>
Ethan Bryant				
#1831	Drainage Division	Done	Total Time Costs	\$12.09
Edge sidewalk	Completed by Ethan Bryant on 08/23/2023	Completed by Ethan Bryant on 08/23/2023	Total Time	35m 7s
Drainage			<b>Total Costs</b>	<b>\$12.09</b>
Ethan Bryant				
#1832	Drainage Division	Done	Total Time Costs	\$4.33
Stopsign & streetblades torn	Completed by Ethan Bryant on 08/23/2023	Completed by Ethan Bryant on 08/23/2023	Total Time	12m 35s
Drainage			<b>Total Costs</b>	<b>\$4.33</b>
Ethan Bryant				
#1835	Drainage Division	Done	Total Time Costs	\$7.53
Down sign	Completed by Ethan Bryant on 08/24/2023	Completed by Ethan Bryant on 08/24/2023	Total Time	21m 52s
High	Parent: Drainage Division		<b>Total Costs</b>	<b>\$7.53</b>
Signage				
Ethan Bryant				

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

#1836	Drainage Division	✓ Done Completed by Ethan Bryant on 08/24/2023	Total Time Costs Total Time <b>\$6.74</b>	\$6.74 19m 34s <b>\$6.74</b>	
Check on damage driveway covert <a href="#">Drainage</a>					
Ethan Bryant					
#1838	Drainage Division	✓ Done Completed by Ethan Bryant on 08/24/2023	Total Time Costs Total Time <b>\$29.59</b>	\$29.59 1h 25m 56s <b>\$29.59</b>	
Bolt missing in no thru trucks sign <a href="#">Drainage</a>					
Ethan Bryant					
#1839	Drainage Division	✓ Done Completed by Ethan Bryant on 08/24/2023	Total Time Costs Total Time <b>\$21.33</b>	\$21.33 1h 1m 57s <b>\$21.33</b>	Square Feet of repair : 5x5 Bags of Perma Patch used.: 6 Material used : 1 rake 1 push broom 1 shovel Truck(s) #: 412 Names of worker(s): Ethan&Jb
Pot hole <b>High</b> <a href="#">Streets Division</a>	Street Division				
Ethan Bryant					
#1841	Drainage Division	✓ Done Completed by Ethan Bryant on 08/24/2023	Total Time Costs Total Time <b>\$14.05</b>	\$14.05 40m 48s <b>\$14.05</b>	
Low hanging limbs in street <a href="#">Drainage</a>					
Ethan Bryant					
#1845	Drainage Division	✓ Done Completed by Ethan Bryant on 08/25/2023	Total Time Costs Total Time <b>\$3.51</b>	\$3.51 10m 12s <b>\$3.51</b>	
Deliver cones <a href="#">Drainage</a>					
Ethan Bryant					

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

#1846 Spray fema lots <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Eithan Bryant on 08/25/2023	Total Time Costs Total Time <b>\$12.07</b>	\$12.07 35m 4s <b>\$12.07</b>
#1844 Pothole <span>High</span> <span>Sanitation Division</span> Ethan Bryant		✓ Done Completed by Eithan Bryant on 08/25/2023	Total Time Costs Total Time <b>\$1.80</b>	\$1.80 5m 13s <b>\$1.80</b>
#1852 Storm drain cleaned out by resident, debris pile needs to be picked up today <span>Medium</span> <span>Drainage</span> Ethan Bryant	Drainage Division Storm Water Division	08/28/2023 ✓ Done Completed by Eithan Bryant on 08/28/2023	Total Time Costs Total Time <b>\$1.91</b>	\$1.91 5m 32s <b>\$1.91</b>
#1851 Clean catchbasin on Tuesday route <span>Drainage</span> Ethan Bryant	Drainage Division	✓ Done Completed by Eithan Bryant on 08/28/2023	Total Time Costs Total Time <b>\$109.58</b>	\$109.58 5h 18m 15s <b>\$109.58</b>



PROCEDURE ANSWERS

TIME & COST

DUE & STATUS

LOCATION & ASSET

WORK ORDER INFO

**Total Time Costs**  
Total Time  
4h 42m 33s  
**\$97.29**

08/29/2023  
✓ Done  
Completed by Ethan Bryant  
on 08/29/2023

Drainage Division  
Storm Water Division

#1853  
Storm drain has standing water and so it is stopped up again

Medium

Drainage

Ethan Bryant

**Total Time Costs**  
Total Time  
25m 39s  
**\$8.83**

08/29/2023  
✓ Done  
Completed by Ethan Bryant  
on 08/29/2023

Drainage Division  
Storm Water Division

#1855  
Storm drains on Bella Square backed up, possible blockage

Low

Drainage

Ethan Bryant

**Total Time Costs**  
Total Time  
57m 7s  
**\$19.67**

✓ Done  
Completed by Ethan Bryant  
on 08/30/2023

Drainage Division

#1861  
Deliver barricades to under pass

Drainage

Ethan Bryant

**Total Time Costs**  
Total Time  
4h 45m 23s  
**\$98.27**

✓ Done  
Completed by Ethan Bryant  
on 08/30/2023

Drainage Division

#1863  
Locate outlet pipe at pond

Drainage

Ethan Bryant

#1868  
Ditched blocked up at  
3-14 pace St.

Medium  
Streets  
Division

Ethan Bryant

Total Time Costs  
Total Time 21m 13s  
Total Costs \$7.31

#1865  
storm drains are  
clogged in the 1900  
Block of S Vermont

Low  
Drainage

michael Sliger  
Ethan Bryant

Drainage Division  
Storm Water Division  
08/30/2023  
Done  
Completed by michael Sliger  
on 08/31/2023

#1849  
Faded STOP signs  
reported

Medium  
Signage

Ethan Bryant

Drainage Division  
Street Division  
08/28/2023  
Done  
Completed by Ethan Bryant  
on 09/12/2023

#1662  
105 E HEATH AVE

Medium  
Streets  
Division

Ethan Bryant

Town Hall  
08/01/2023  
Open

\_\_\_\_\_  
Signed off by

\_\_\_\_\_  
Date

**Town of Smithfield  
Public Works Sanitation Division  
Monthly Report  
August 31, 2023**



**I. Statistical Section**

The Division collected from approximately 4,160 homes, 4 times during the month

- a. Sanitation forces completed 83 work orders
- b. Sanitation forces collected tons 468.18 of household waste
- c. Sanitation forces disposed of 71 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 0 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 0 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.33 tons of recyclable plastic
- h. Recycled 1,020 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 0 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 1,600 lbs. of shredder steel for \$108.00 to Omni Source

**III. Major Expenses for the Month:**

Spain Farms Nursery was paid \$ 2,556 for disposal of yard waste and debris. Carolina Industrial Equipment Inc. was paid \$2,289.26 for parts on the white leaf box. Carolina Industrial Equipment inc. was paid \$914.46 for a new impeller shaft and parts.

**IV. Personnel Update:**

The Department worked with Mitchells Temporary for 4 vacant positions.

**V. Narrative of monthly departmental activities:**

The department worked closely with Parks and Rec providing traffic control devices and event containers for the events at Smith Collins Park. safety meeting was on 'Blood Borne Pathogens' with Jaime Pearce from Wellness Works.

Community Service Workers worked 16 Hrs.



## MONTHLY REPORT FOR AUGUST, 2023

<b>PROGRAMS STATISTICS</b>	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
NUMBER OF PROGRAMS	11	23	10	21
TOTAL ATHLETICS PARTICIPANTS	408	703	307	979
TOTAL NON/ATHLETIC PARTICIPANTS	520	954	1744	1895
NUMBER OF GAMES PLAYED	0	34	0	0
TOTAL NUMBER OF PLAYERS (GAMES)	0	748	0	0
NUMBER OF PRACTICES	167	201	78	88
TOTAL NUMBER OF PLAYER(S) PRACTICES	2164	2694	1017	1516
SYCC VISITS	121	220	77	139
	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
PARKS RENTALS	41	64	74	111
USERS (PARKS RENTALS)	1659	5631	1989	3174
<b>TOTAL UNIQUE CONTACTS</b>	<b>4,872</b>	<b>10,950</b>	<b>5,134</b>	<b>7,703</b>
	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
PARKS AND RECREATION REVENUES	\$ 15,247.00	\$ 25,107.00	\$ 17,452.00	\$ 29,947.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 71,030.00	\$ 121,028.00	\$ 74,561.00	\$ 119,943.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ -	\$ 7,475.00	\$ 13,042.00
SYCC EXPENDITURES (OPERATIONS)	\$ 2,886.00	\$ 4,428.00	\$ 3,283.00	\$ 4,468.00
SYCC EXPENDITURES (CAPITAL OUTLAY EQUIP)	\$ -	\$ -	\$ 21,500.00	\$ 21,500.00

HIGHLIGHTS:                    Hosted the River Rat Regatta with 18 boats and an estimated 500 spectators  
    Fall Baseball, Soccer, Football and Fun and Fellowship Softball



## SRAC MONTHLY REPORT FOR AUGUST, 2023

<b>PROGRAMS SATISTICS</b>	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
NUMBER OF PROGRAMS	19	41	18	36
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	3773	8296	4765	9869
	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
SRAC MEMBER VISITS	4203	8145	3710	7201
DAY PASSES	2018	5586	1918	5352
RENTALS (SRAC)	89	160	73	169
USERS (SRAC RENTALS)	1940	4878	2401	5108
<b>TOTAL UNIQUE CONTACTS</b>	<b>11,934</b>	<b>26,905</b>	<b>12,794</b>	<b>27,530</b>
	<b>August, 2023</b>	<b>23/24 FY YTD</b>	<b>August, 2022</b>	<b>22/23 FY YTD</b>
<b>FINANCIAL STATISTICS</b>				
SRAC REVENUES	\$ 79,153.00	\$ 159,838.00	\$ 72,392.00	\$ 152,227.00
SRAC EXPENDITURES OPERATIONS	\$ 102,242.00	\$ 156,600.00	\$ 121,342.00	\$ 164,995.00
SRAC EXPENDITURES CAPITAL	\$ -	\$ -	\$ -	\$ -
SRAC MEMBERSHIPS	3533		2844	

**Highlights**

- Alligator Steps Swim Lessons (2750+)
- Summer Day Camps
- Pottery Camp



**Town of Smithfield  
Electric Department  
Monthly Report  
August, 2023**

**I. Statistical Section**

- Street Lights repaired –18
- Area Lights repaired-10
- Service calls – 56
- Underground Electric Locates -356
- Poles changed out/removed or installed -13
- Underground Services Installed -19

**II. Major Revenues**

- N/A

**III. Major Expenses for the Month:**

- N/A

**IV. Personnel Update:**

- The Utility Dept. had a Safety meeting on Lockout-Tagout.
- We had four new hires to register for the Lineman Apprenticeship Program through Electricities.

**V. Miscellaneous Activities:**

- The Electrical Dept. has only house services & street lights to install at East River Phases 3,4,5,6 & 7 as houses are completed.
- The Electrical Dept. is working on replacing old poles and upgrading lines around town.



## WATER & SEWER

### August 2023 Monthly Report

● DISCONNECT WATER	3
● RECONNECT WATER	1
● TEST METER	2
● TEMPORARY METER SET	2
● DISCOLORED WATER CALLS	10
● LOW PRESSURE CALLS	8
● NEW/RENEW SERVICE INSTALLS	1
● LEAK DETECTION	23
● METER CHECKS	26
● METER REPAIRS	19
● WATER MAIN/SERVICE REPAIRS	11
● STREET CUTS	16
● REPLACE EXISTING METERS	7
● INSTALL NEW METERS	26
● FIRE HYDRANTS REPAIRED	0
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS/SINK HOLES	4
● CLEANOUTS INSTALLED	7
● INSPECTIONS	7
● CAMERA SEWER	3
● SEWER MAIN CLEANED	965 LF



- SERVICE LATERALS CLEANED                      1581 LF
- SERVICE CALLS                                      115
- LOCATES    196
  
- SERVICED AND MAINTAINED ALL 21 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- HELPED PUBLIC WORKS CLEAN STORM DRAIN ISSUES DURING EVERY RAIN FALL EVENT.

## Major Expenses for the Month of August

1. Purchased new dump truck.

## Personnel Updates

1. Hired Josh Willis starting in September
2. Hired Adam Zucco starting in September

## Upcoming Projects for the Month of September

1. Hydrant Mechanics will be replacing more fire hydrants.
2. Will begin getting quotes for replacing pump station #8 to submersible.
3. Adam Stuckey will be starting Underwood sewer replacement.



## **MONTHLY WATER LOSS REPORT**

**August 2023**

**(9) - Meters with slow washer leaks**

**(6) – ¾" Line, 1/8" hole, 1day**

**1" Line, 1/8" hole, 2day**

**1 ½" Line, 1/8" hole, 2day**

**(2) 2" Line, 1/8" hole, 1day**

**Smithfield Water Plant**  
Distribution Sampling Site Plan

**Hydrant Flushing**

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	08/29/23	3	15	7965	10	North Street	08/29/23	3	15	17820	40
Computer Drive	08/29/23	3	15	31860	10	West Street	08/29/23	3	15	78030	50
Castle Drive	08/29/23	3	15	7965	10	Regency Drive	08/29/23	2.8	15	63720	60
Parkway Drive	08/29/23	3	15	63720	40	Randers Court	08/29/23	3	15	15930	40
Garner Drive	08/29/23	3	15	63723	40	Noble Street	08/29/23	2	15	15930	40
Hwy 210 LIFT ST.	08/29/23	2.8	15	15930	40	Fieldale Dr#1(L)	08/29/23	2.8	15	63720	40
Skyland Drive	08/29/23	3	15	7965	10	Fieldale Dr#2(R)	08/29/23	2	15	63720	40
Bradford Street	08/29/23	3	15	15930	10	Heather Court	08/29/23	2	15	15930	40
Kellie Drive	08/30/23	3	15	7965	10	Reeding Place	08/29/23	3	15	15930	40
Edgewater	08/30/23	2.8	15	7965	10	East Street	08/29/23	3	15	63720	40
Edgecombe	08/30/23	2.8	15	15930	40	Smith Street	08/29/23	2.6	15	63720	40
Valley Wood	08/30/23	3	15	63720	40	Weilons Street	08/29/23	2.8	15	63720	40
Creek Wood	08/30/23	3	15	63720	40	Kay Drive	08/29/23	2.5	15	38985	15
White Oak Drive	08/30/23	3	15	7965	10	Huntington Place	08/29/23	3	15	38985	15
Brookwood Drive	08/30/23	3	15	22515	5	N. Lakeside Drive	08/29/23	3	15	9750	15
Runnymede Place	08/30/23	3	15	31860	10	Cypress Point	08/29/23	2	15	34890	12
Nottingham Place	08/30/23	3	15	38985	10	Quail Run	08/29/23	2.5	15	8715	12
Heritage Drive	08/30/23	3	15	38985	10	British Court	08/29/23	3	15	8715	12
Noble Plaza #1	08/30/23	2.8	15	9750	10	Tyler Street	08/29/23	2	15	78030	60
Noble Plaza #2	08/30/23	2.8	15	9750	10	Yelverton Road	08/29/23	2	15	63720	40
Pinecrest Street	08/30/23	3	15	19500	10	Ava Gardner	08/30/23	3.2	15	63720	40
S. Sussex Drive	08/30/23	3	15	31860	10	Waddell Drive	08/30/23	3	15	7965	10
Elm Drive	08/30/23	3	15	9750	10	Henly Place	08/30/23	3	15	8715	12
						Birch Street	08/30/23	3	15	34890	12
						Pine Street	08/30/23	2.5	15	38985	15
Coor Farm Supply	08/30/23	2	15	7965	10	Oak Drive	08/30/23	2	15	37695	14
Old Goldsboro Rd,	08/30/23	3	15	7965	10	Cedar Drive	08/30/23	3	15	31860	10
Hillcrest Drive	08/30/23	3	15	31860	10	Aspen Drive	08/30/23	2.6	15	34890	12
Eason Street	08/30/23	2.6	15	38985	40	Furlonge Street	08/30/23	2.3	15	34890	12
Magnolia circle	08/30/23	3	15	78030	40	Golden Corral	08/30/23	2.8	15	40290	16
Rainbow Drive	08/30/23	2.5	15	19500	60	Holland Drive	08/30/23	2.5	15	9750	15
Rainbow Circle	08/30/23	2.5	15	19500	60	Davis Street	08/30/23	2	15	34890	12
Moonbeam Circle	08/30/23	2.5	15	19500	60	Caroline Ave.	08/30/23	3	15	31860	10
Ray Drive	08/30/23	2.3	15	15930	60	Johnston Street	08/30/23	3	15	38985	15
Will Drive	08/30/23		15	63720	40	Ryans	08/30/23	2	90	9750	15
Michael Lane	08/30/23	2	15	63721	40						
Ward Street	08/30/23	2	15	15930	40						

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