Mayor
M. Andy Moore

Mayor Pro-Tem
Roger A. Wood

Council Members
(Vacant) District 1
Sloan Stevens
Travis Scott
David Barbour
John A. Dunn
Stephen Rabil

Town Attorney
Robert Spence, Jr.

Town Manager
Michael L. Scott

Finance Director
Andrew Harris

Town Clerk
Elaine Andrews

Town Council Agenda Packet

Meeting Date: Tuesday August 5, 2025
Meeting Time: 7:00 p.m.
Meeting Place: Town Hall Council Chambers
350 East Market Street
Smithfield, NC 27577

TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING
August 5, 2025
7:00 PM

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page:

Presentations:

1. **Administering Oath of Office to newly hired Police Officer Kelvin Cruz**
   (Mayor – M. Andy Moore) See attached information.....1

2. **West Smithfield Multiuse Trail Project Update**
   (Planning Director - Stephen Wensman) See attached information.....3

Public Hearings:

1. **Conditional Zoning Request (CZ-25-03) – Consideration of a request for Mallard Smithfield NC, LLC to amend the conditional rezoning master plan:** Mallard Smithfield NC, LLC is requesting approval of an amended R-8 conditional rezoning master plan of 491.2 acres of land which will include 1,327 residential units: 873 single-family detached, 454 single-family attached (townhomes). The Town Council is respectfully requested to hold the Public Hearing, which was originally opened on July 15, 2025 in regular session.
   (Planning Director – Stephen Wensman) See attached information.....7

Citizens Comments:

Consent Agenda Items:

1. **Approval of Minutes**
   a. 5/19/2025 – Recessed Budget Session.....61
   b. 6/3/2025 – Regular Session.....67
   c. 6/3/2025 – Closed Session (Under a separate cover)

Page:

Page:

12. **Special Event – Bulldog Harley Davidson Take a Spin August 30, 2025 Event:** The Council is being asked to allow Bulldog Harley-Davidson to hold Take a Spin on August 30th, 2025.
(Planning Director – Stephen Wensman) See attached information.....141

13. **Special Event – Inner Shows Family Days Fall Festival Carnival Event September 12-21, 2025:** The Council is being asked to allow Inner Shows, Inc. to hold a Fall Carnival at Carolina Premium Outlets September 12th-21st 2025.
(Planning Director – Stephen Wensman) See attached information.....147

14. **New Hire Report**
(Human Resources Director – Shannan Parrish) See attached information.....153

Business Items:

1. **Consideration and request for approval of the Eva Ennis Splash Pad Pedestrian Safety Crossing Installation:** The Parks and Recreation Department and the Public Works Department are requesting consideration and approval to place speed humps and signage for improved safety on MLK, Jr. Dr. at the pedestrian crossing at the Eva Ennis Splash Pad.
(Parks and Recreation Director – Gary Johnson) See attached information.....154

2. **Update for filling District One Seat Vacancy:** Announcement of Applicants and Meet and Greet Schedule
(Town Manager – Mike Scott) See attached information.....162

Councilmember's Comments

Town Manager's Report

- Financial Report.....176
- Department Reports.....182
- Manager's Report (Will be provided at meeting)

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

Adjourn

Presentations

Request for Town Council Action

Presentation: **Police Oath of Office**
Date: 08/05/2025

Subject: Oath of Office
Department: Police Department
Presented by: Police Chief – Pete Hedrick
Presentation: Presentation

Issue Statement

The Police Department has hired a new officer to fill an existing vacancy within the Department. Kelvin Cruz has been hired to fill one of these positions.

Financial Impact

Approved Budgeted Amount for FY 2025-2026: Covered by the Current Budget

Action Needed

Administer Oath of Office to Officer Cooper as a Smithfield Police Officer and welcome her into the Smithfield Community.

Recommendation

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

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Oath of Office

Staff Report

Presentation: Oath of Office

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

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

Request for Town Council Action

Presentation: **CMAQ/CRP Trail Project Update**
Date: 08/05/2025

Subject: West Smithfield Trail (CMAQ/CRP) Update
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: West Smithfield Trail (CMAQ/CRP) Update

Issue Statement

Update on the West Smithfield Trail Project

Financial Impact

Project Cost $2,344,444 with 20% local match ($468,880)

Action Needed

None

Recommendation

None

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Presentation Map

Staff Report

Presentation: CMAQ/CRP Trail Project Update

Overview/Update:

The Town in cooperation with the Upper Coastal Plain Rural Planning Organization (UPCRPO) received Congestion Mitigation and Air Quality Improvement (CMAQ) and Carbon Reduction Program (CRP) grants from NCDOT in September 2023. The Town sought qualifications from engineering firms and contracted with Kimley - Horne in July, 2024. Kimley-Horne has completed the survey work for the corridor and has completed 30% Plans. These plans have been reviewed by NCDOT and Town Staff with minor changes.

Funding:

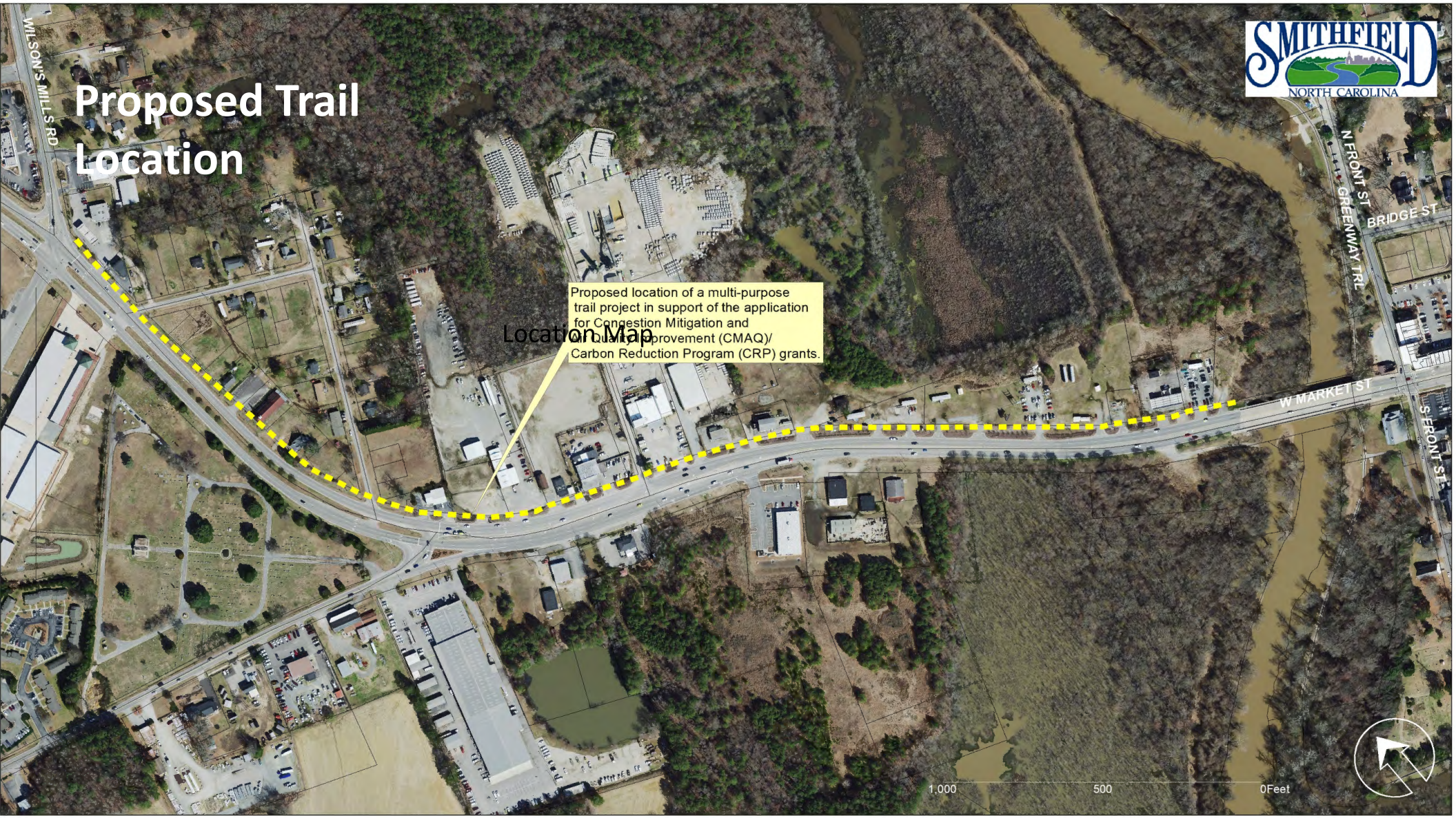
The expected project costs is $2,344,444 with 20% local match ($468,880). The tables below show the cost breakdowns and local match for both grants.

STIP Number	Description	Municipality /County	Phase	CMAQ Funding	CMAQ Share	Local Match	Local Share	Total Funding	FY
BN-0001	From Wilson's Mill Road to Neuse River Bridge in Smithfield. Construct Multi-use Path	Smithfield	PE	$180,000	80.0%	$45,000	20.0%	$225,000	24
			ROW	$80,000	80.0%	$20,000	20.0%	$100,000	24
			CON	$369,118	80.0%	$92,282	20.0%	$461,400	25
			TOTAL	$629,118	80.0%	$157,282	20.0%	$786,400	

STIP Number	Description / Location	Responsible Party	Phase	CRP Funding	CRP Share	Local Match	Local Share	Total Funding	FY
BN-0001	From Wilson's Mill Road to Neuse River Bridge in Smithfield. Construct Multi-use Path	Smithfield	CON	$1,246,402	80%	$311,598	20%	$1,558,000	2025
TOTAL				$1,246,402	80%	$311,598	20%	$1,558,000	

Project Schedule:

- Initial CE Submittal – August 1, 2025
- Final CE Approval – October 6, 2025
- Initial 90% (R/W Plans) Submittal – August 1, 2025
- 90% (R/W Plans) Approval – October 6, 2025
- R/W Authorization – December 1, 2025
- Let Date – September 2026


Proposed Trail Location
SMITHFIELD
NORTH CAROLINA
WILSON'S MILLS RD
N FRONT ST
GREENWAY TRL
BRIDGE ST
W MARKET ST
S FRONT ST
Proposed location of a multi-purpose trail project in support of the application for Congestion Mitigation and Air Quality Improvement (CMAQ)/ Carbon Reduction Program (CRP) grants.
Location Map
1,000
500
0Feet

Public Hearings

Request for Town Council Action

Public Hearing: CZ-25-03

Date: 08/05/2025

Subject: Mallard Crossing R-8 Conditional Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Mallard Smithfield NC, LLC is requesting approval of an amended R-8 conditional rezoning master plan of 491.2 acres of land which will include 1,327 residential units: 873 single-family detached, 454 single-family attached (townhomes).

Financial Impact

The subdivision will add to the town's tax base.

Action Needed

The Town Council is respectfully requested to hold the public hearing to review the amended conditional rezoning master plan and decide whether to grant approval, approval with conditions, or denial.

Recommendation

Planning Staff recommends approval of CZ-25-03 with 7 conditions 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. Consistency Statement
3. Application
4. Narrative
5. Master Plan
6. Rezoning Book
7. Adjacent Property Owners
8. Adjacent Property Owners Notice Certification

Staff Report

Public Hearing: CZ-25-03

OVERVIEW:

On June 7, 2022, the Town Council approved an R-8 Conditional rezoning for the Wood leaf Development which consisted of 2,005 residential units: 490 detached single-family lots, 691 attached single-family townhome lots, a 564-unit 3-story multifamily development and a 260-unit 4-story multifamily development. A new developer is requesting an amendment to the masterplan with the following changes:

- Reduction in acreage due to the removal of the solar farm from the development site
- A reduction in the number of residential units from 2,005 to 1,327
- Eliminated all 824 apartment units from the plan
- A total of 5 distinct residential product lines.
    - including age-targeted units (no maintenance).
- Plans include 2 clubhouses and swimming pools
- Electric by the Town of Smithfield
- Architectural materials - premium vinyl siding/brick or stone on age targeted.
- Proposing valley curb in front of all lots that are less than 50' wide
- There will be overflow parking in the townhouse areas, but not within 500' of each building as was approved with Wood leaf.

On July 15, 2025, the Town Council opened the public Hearing, and the item was continued to meeting date 8/5/2025.

PROPERTY LOCATION:

The property is on both sides of Mallard Road from Old Mallard Road extending about 2-miles east.

APPLICATION DATA:

Applicant:	Mallard Smithfield NC, LLC
Proposed Use:	Medium density residential
Fire District:	Town of Smithfield
School Impacts:	Additional students
Parks and Recreation:	Park Dedication Fee in Lieu
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield
Zoning site acres:	491.2 acres
Active/Managed Open Space:	25 acres
Passive/Unmanaged Open Space:	190 acres
Public R/W:	54 acres
Development Density:	2.83 dwelling units/acre

Parcel PIN, Tax ID, Address, Location, Acreage, Use, Zoning, Owner:

PIN	Tax ID	Site Address	Nearby Location	Acreage	Existing Use	Existing Zoning	Book/Page	Owner
169202-79-9657	15K11019F	1980 Mallard Rd	West side of Mallard Rd near Marshall Dr	44.08 ac	Agriculture	R-8 CZ		Marshall, Inc.
169300-70-7509	15K11019S		West side of Mallard Rd near Marshall Dr	35.14 ac	Agriculture	R-8 CZ	5452/599	Julian Brian Marshall & William Corbett Marshall
169300-91-8831	15K11017	1820 Mallard Rd	West side of Mallard Rd near Marshall Dr	124.42 ac	Agriculture	R-8 CZ	4374/903	William I Talton Revocable Trust & Irene Lee Talton Revocable Trust
260300-00-3877	15K11047C		West side of Mallard Rd near Marshall Dr	5.28 ac	Agriculture	R-8 CZ	4343/849	William I Talton Family Estate Trust Irene Lee Talton Trustee
260300-13-6423	15L11043	780 Mallard Rd	West side of Mallard Rd near US 70	109.25 ac	Agriculture	R-8 CZ	4373/141	Kenneth A Talton Trust Kenneth A Talton Trustee
260300-23-8022	15L11042B	1071 Mallard Rd	East side of Mallard Rd near US 70	81.29 ac	Agriculture	R-8 CZ	4865/421	Robert Kent Hill & Karen Hill Crocker
260200-09-2086	15K11047		East side of Mallard Rd near Brogden Rd	30.56 ac	Agriculture	R-8 CZ	4374/903	William I Talton Revocable Trust & Irene Lee Talton Revocable Trust
169202-98-6620	15K11047F		East side of Mallard Rd near Brogden Rd	39.97 ac	Agriculture	R-8 CZ	4342/849	William I Talton Family Estate Trust Irene Lee Talton Trustee

ADJACENT ZONING AND LAND USES:
(see attached map)

	Zoning	Existing Land Uses
North	R-20A	Rural Residential/Agricultural.
South	R-20A	Rural Residential/Agricultural.
East	R-20A	Rural Residential/Agricultural.
West	R-20A	Rural Residential/Agricultural.

EXISTING CONDITIONS/ENVIRONMENTAL:
The property considered for approval is a mix of residential and agricultural land with woodlands, wetlands and fields. There are also blueline streams present throughout the south side of Mallard Road. A Duke powerline bi-sects the development from east-to-west.

MASTER PLAN/ANALYSIS:

- **Comprehensive Land Use Plan.** The master plan is consistent with the comprehensive plan which supports medium density residential. The comprehensive plan was amended with the original rezoning.
- **Voluntary Annexation.** The developer has indicated he will be submitting a voluntary annexation petition with the development of the site.
- **Development Phasing.** The project is anticipated to be completed in five phases, with the first phase beginning construction in late 2026 or early 2027 with final completion expected in 2032.
- **Utilities.** The utilities will be Town of Smithfield.
- **Site Access and Traffic.**
  - The access to the development will be off of 7 intersections with Mallard Road.
  - A traffic impact study was prepared and NCDOT will requiring turn lanes on Mallard Road with the development. The TIA has been updated:

Mallard Crossing Combined Phases Trip Generations Summary

ITE Land Use Code	Unit Count	AM			PM			Daily Traffic
		In	Out	Total	In	Out	Total	
215 Townhomes	454	58	172	230	158	110	268	3,409
210 Single Family	873	134	401	535	480	282	762	7,407
Total	1,327	192	573	765	638	392	1,030	**10,816**

- **Streets.**
  - The developer is proposing 27' wide b/b streets in 50' wide public right-of-way throughout the development. The Town's standard right-of-way width is 60' wide. The original rezoning suggested some wider entrances for landscaped medians. This is not in the proposal at this time.
  - The development shows lateral access to adjacent properties that might develop in the future.
  - There are numerous cul-de-sacs shown on the plans and several appear to be elongated. Cul-de-sacs such as these often become used as parking lots and should be discouraged.
  - There is no lateral connection to Mallard Road as this was deleted with the approval of the Wood leaf zoning.

- **Curb and gutter.** The developer is proposing valley curb in in front of all lots with less than 50' of frontage. The original approval only allowed valley curb in front of and within 10' of a townhouse.

- **Trails and Sidewalks.**
    - The developer is proposing 5' sidewalks on both sides of each residential street and along the north side of Mallard Road.
    - A multi-use trail is proposed along the south side of Mallard Road.
    - A multi-use trail is proposed in the Duke powerline easement with a boardwalk over wetland areas. An easement has been provided south of the solar farm for future extension of the trail.

1. **Open Space and Site Amenities.**
    - There are no public parks dedicated in the development, only private. The current Town's Parks Master Plan did not envision expansion of the town to the East of I-95. The development proposes 25 acres of actively managed open space which includes:
        - Amenity Areas with 2 clubhouses with swimming pools, playground equipment, dog park, gazebo, decorative fencing, shade shelters, and lawn sports, and pickleball.

- **Landscaping and Buffering.**
    - A landscaped berm with a decorative fence along Mallard Road is proposed where there are double fronted lots and the berm be a minimum of 3' high on average to screen rear yards. Elsewhere the required street yard will be provided.

- **Stormwater Management.** The developer has shown conceptual stormwater control measures (SCMs) throughout the development with maintenance access considered. The SCMs are being used as a buffer from Mallard Road. A stormwater management plan will be required with the development of the site.

- **Trash and Recycling.** The HOA declarations will be requiring trash and recycling roll-offs be screened from the public right-of-way or stored in garages or rear yards.

- **Subdivision Signs.** Ground mounted subdivisions signs are required features of subdivisions. The master plan does not show where these will go, but the developer provided an image of such a sign in the community amenities page of the application.

- **Homeowner's Association.** An HOA will own and maintain the recreation and open space areas and amenities, stormwater facilities, walking trails, and landscaping.
    - The HOA will manage no parking on streets.
    - The HOA declarations need to be submitted for review by the Town Attorney prior to final plat.

- **Residential Housing.** The applicant is proposing 5 different project lines with the application that differ from the former Wood leaf master plan.

The Wood leaf master plan included (2,005 units):

- 490 - 50' wide - 6,000 sq. ft. detached single-family residential lots. The minimum home size was 1600 sq. ft. with oversized single car garages.
- 691 - 20' x 100' townhouses lots with 20 ft building separations.
    - Min. unit size for 2 br/ 2 bath - 1,400-1,500 sq. ft.
    - Min. unit size for 3 br/ 2.5 bath - 1,600 sq. ft.
    - All with one-car garages.
- 564 units in (22) 3-story apartments and 260 units in (3) 4-story apartments.

The Mallard Crossing master plan includes (1,327 units):

- 267 - 20' x 100' townhouses lots with 20' building separations.
- 332 – 42' x 120' (5,040 sq. ft.) detached single-family lots.
- 303 – 51' x 120' (6,120 sq. ft.) detached single-family lots.
- 238 - 51' x 120' (6,120 sq. ft.) age targeted detached single-family lots.
- 187 - 24' x 100' (2,400 sq. ft.) age targeted townhouse lots with 20' building separations.

*age targeted lots to be maintained by the HOA.

- **Architectural Standards.** On page 6 of 9 of the Narrative, the developer describes the architecture as having:
    - A variation in exterior finishes including premium vinyl siding with cottage style elements including a mix of siding styles, including horizontal lap siding, shake shingle accent siding and board and batten style siding.
    - Each of the products will also have garages, with each garage door having either carriage style adornments or windows.
    - The age-targeted product lines will also include stone elements on the exterior.
    - No details have been provided for individual front or rear yard walks, patios or landscaping
    - Most of the product lines have sidewall windows facing the public right of ways. If there are no windows, additional trees will be added to breakup blank walls.
    - All homes will have rear decks or patios of at least 100 sq. ft. in size.
    - **Note: The Wood leaf development rezoning was approved with exterior materials comprised of hardiplank siding, brick and stucco.**

- **Setbacks.**
    - The proposed minimum setbacks for single-family detached homes are:
        - 25' front
        - 5' side
        - 15' rear

- The proposed minimum setbacks for townhouses are:
  - 25' front
  - 5' side
  - 15' rear
  - 30' Perimeter Yard - (Section 8.13.1.4 requires the townhouse development to maintain a 40' wide perimeter yard. This buffer is applicable on the north edge of the age-targeted townhomes and the east edge of the traditional townhomes. In both instances the perimeter yard appears to be approximately 30 feet.

- **Parking.**
  - The required parking of 2 spaces per unit will be met. Some auxiliary parking has been added in townhouse areas. Wood leaf was approved requiring auxiliary parking areas in the townhouse areas within 500' of each townhouse building. This is no longer in the proposal.

CONDITIONAL ZONING:

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

Item	R-8/UDO	Existing R-8 CZ	Proposed R-8 CZ
Single family minimum lot area (UDO Section 8.3.1)	8,000 sq. ft	6,000 sq. ft.	5,000 sq. ft.
Single family minimum lot frontage (UDO Section 8.3.1)	70'	50'	42'
Min. front setback for TH and SF (UDO Section 8.3.1):	30 ft	25'	25'
Min. side setback SF (UDO Section 8.3.1):	10'	5'	5'
Townhome perimeter yard (8.13.1.4)	40'	15'-20' only applicable w 2 bldgs.	30' applicable in 2 locations: Northern age targeted TH; and east edge of trad TH.
Min. rear setback for TH and SF (UDO Section 8.3.1):	25'	15'	15'

Max. building Height for TH and Apartments (UDO Section	35’	>35’ for TH and not to exceed 4-stories for apartments.	>35’ for TH and not to exceed 4-stories for apartments.
Building separation for TH and Apartments (UDO Section)	25’-40’ depending on heights	20’ for TH.	20’
Corner lot side setback (UDO Section 8.13.3.1)	Same as front setback	15’ (matched code at the time)	15’
Min buffer yard requirements (UDO Section 10.14)	varies according to adjacent use	No min. buffer yard along internal boundaries between uses	Meets code requirements
Min. local street right-of-way width (10.110.9)	60’	50’	50’
Local street width	27’ back-to-back	27’ back-to-back	27’ back-to-back
Curb and Gutter (Standard Detail 3.02 D)	B-6-12 curb and gutter	B—6-12 with Valley curbs in front of townhouses and within 10’ of the end unit.	Valley curb on lots that are less than 50’ in width. Valley curb in front of townhouses and within 10’ of the end unit.
Horizontal Street Design 3.02B of Engineering Standards.	Meets standards	NCDOT Standards.	Horizontal street centerline radii of 150’
Architectural Standards	None	Hardiplank siding, brick and stucco	Premium vinyl

- **Proposed Standards Exceeding UDO Requirements.**
  - Sidewalks on both sides of subdivision streets.
  - 2 clubhouses.
  - 2 swimming pools.

- Other listed recreational amenities.
- Class A building materials exceed UDO requirements including vinyl siding.
- A landscaped berm of a minimum average height of 3' and with a decorative fence will be provided between Mallard Road and double fronted lots.
- Multi-use trail in the Duke powerline easement.
- Age Targeted properties will be maintained by the HOA.

CONSISTENCY STATEMENT (Staff Opinion):

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

- **Consistency with the Comprehensive Growth Management Plan –** *the development is consistent with the comprehensive plan that guides the properties for medium density residential.*
- **Consistency with the Unified Development Code –** *the property will be developed in conformance with the UDO conditional zoning provisions that allows a good faith negotiation of development standards.*
- **Compatibility with Surrounding Land Uses -** *The property considered for rezoning will be compatible with the surrounding land uses.*

RECOMMENDATION:

Planning Staff recommends approval of the conditional zoning amendment, CZ-25-03, with the following conditions:

1. That the trash and recycling roll-off containers in the single family and townhouses units be screened from the public right-of-way or stored within a garage or the rear yards and enforced by the HOA.
2. That the landscape plan be provided meeting minimum requirements of the UDO Part III and include:
   - A 3' average height - landscaped berm with decorative fence be provided between Mallard Road and rear property lines where there are double fronted lots.
3. An easement be provided for a future trail in the Duke powerline easement east of Mallard Road.
4. The HOA declarations be submitted for review by the Town Attorney with the preliminary plat.
5. That an HOA be responsible for the ownership and maintenance of all common amenities including landscaping and property maintenance for the entire development, the stormwater SCM, parking lots, recreational amenities, and open space, parking enforcement and trash and recycling roll-off storage/screening.

6. That architectural standards be drafted and included in the HOA declarations to include: A variation in exterior finishes, including cottage style elements including a mix of premium vinyl siding styles, including horizontal lap siding, shake shingle accent siding and board and batten style siding. Each of the products will also have garages, with each garage door having either carriage style adornments or windows. The age-targeted product lines will also include stone elements on the exterior.
7. That all single-family homes and townhomes have rear decks or patios of at least 100 sq. ft. in size.

RECOMMENDED MOTION:

"Move to recommend approval of the zoning map amendment, CZ-25-03, with 7 conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest."

THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
CZ-25-03

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

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

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

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

That the Town Council recommendation regarding text amendment CZ-25-03 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment CZ-25-03 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
Smithfield-NC.com
919-934-2116

CONDITIONAL ZONING APPLICATION

Development Name Mallard Crossing	
Proposed Use Single family detached and attached (townhome) subdivision	
Project location or address Mallard Road both east and west, 780, 1071, 1820, 1980 Mallard Road, see attached Table A for full information	
Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:	
PIN#	TAX ID#
See Table A	See Table A
Project type? ■ Single Family ■ Townhouse ☐ Multi-Family ☐ Non-Residential ☐ PUD/Mixed Use	

PROPERTY OWNER INFORMATION

Name See Table A	
Address See Table A	
Phone See Table A	Email See Table A

OWNER/DEVELOPER INFORMATION

Company Name Mallard Smithfield NC, LLC	Contact Name Paul Luck
Address 1201 Edwards Mill Rd, Suite 300 Raleigh, NC 27607	
Phone 757-647-4070	Email paul.luck@ContenderAmerica.com

CONSULTANT/ENGINEERING FIRM

Company Name Timmons Group	Contact Name Beth Blackmon
Address 5410 Trinity Rd, Suite 102 Raleigh, NC 27607	
Phone 919-866-4509	Email beth.blackmon@timmons.com

ZONING INFORMATION

Existing Zoning District R-8 CZ	Proposed Zoning District R-8 CZ
If more than one district, provide the acreage of each:	
Overlay District? ☐Yes ■No	Inside City Limits? ☐Yes ■No

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	☒Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	☒Yes	☐No
Watershed Protection Area	Wetlands	☒Yes	☐No
FEMA Map Panel	Base Flood Elevation		

SITE DATA	
Total # of single-family lots	Total densities per zoning district
Total # of townhouse lots	Acreage in active open space
Total # of all lots	Acreage in passive open space
Linear feet of new roadways	Linear feet of new sewer mains
Linear feet of new water mains	Linear feet of new sidewalks
Proposed sewer allocation	Linear feet in new trails

SIGNATURE BLOCK (Applicable to all developments)

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

I hereby designate Mallard Smithfield NC, LLC/Paul Luck to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

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

Signature	Date 6-5-2025
Signature	Date 6-5-25

APPLICATION FEES

Conditional Zoning (1 paper copy of the application, 2 paper copies of plan set & **1 Digital copy of all documents on USB flash drive**)
$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

I hereby give CONSENT to Mallard Smithfield NC, LLC/Paul Luck (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 ***Printed Name of Owner*** John F. Talton WILLIAM M. TALTON

NC
(State)

Johnston
(County)

I, Melissa J Sexton, a Notary Public in and for said County and State, do hereby certify that John Talton and William Talton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 5 day of 6 20 25.

Notary Public: Melissa J Sexton

(Printed Name)

(Signature)

MELISSA J SEXTON
COMMISSION EXPIRES
NOTARY
PUBLIC
(Seal)
MAY 2, 2029
JOHNSTON COUNTY, N.C.

County of Commission: Johnston

Commission Expires: May 2 2029

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	☐Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	☐Yes	☐No
Watershed Protection Area	Wetlands	☐Yes	☐No
FEMA Map Panel	Base Flood Elevation		

SITE DATA	
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Total # of townhouse lots	Acreage in active open space
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Linear feet of new water mains	Linear feet of new sidewalks
Proposed sewer allocation	Linear feet in new trails

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

Signature Elaine Marshall, Trustee	Date 6/4/25
Signature AKA Elaine Marshall Morris	Date

APPLICATION FEES

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$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

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Julian F Marshall Trust
Elaine F Marshall Trustee AKA Elaine Marshall Morris

Signature of Owner

Printed Name of Owner Julian F Marshall Trust / Elaine F Marshall Trustee AKA Elaine Marshall Morris

North Carolina
(State)

Johnston
(County)

I, Gwendolyn G Adams, a Notary Public in and for said County and State, do hereby certify that Elaine Marshall Morris personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 4th day of June 20 25.

Notary Public: Gwendolyn G Adams
(Printed Name)

Gwendolyn G. Adams
(Signature)

GWENDOLYN G ADAMS NOTARY PUBLIC JOHNSTON COUNTY, NC
(Seal)

County of Commission: Johnston

Commission Expires: July 22, 2025

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	☐Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	☐Yes	☐No
Watershed Protection Area	Wetlands	☐Yes	☐No
FEMA Map Panel	Base Flood Elevation		

SITE DATA	
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Linear feet of new water mains	Linear feet of new sidewalks
Proposed sewer allocation	Linear feet in new trails

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Signature Lauren H Cooke	Date 6-3-2025
Signature Gary R Cooke	Date 6-3-2025

APPLICATION FEES

Conditional Zoning (1 paper copy of the application, 2 paper copies of plan set & **1 Digital copy of all documents on USB flash drive**)
$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

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Signature of Owner Karen H Crocker Danny R Crocker ***Printed Name of Owner*** Karen H Crocker DONNY R CROCKER

NC
(State)

Wake
(County)

I, Phillip R. Harris, a Notary Public in and for said County and State, do hereby certify that Karen Crocker / Danny Crocker personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 3rd day of June 20 25.

Notary Public: Phillip R. Harris
(Printed Name)

Phillip R. Harris
(Signature)

PHILLIP R. HARRIS NOTARY PUBLIC JOHNSTON COUNTY, NC
(Seal)

County of Commission: March 28 2026

Commission Expires: Johnston

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	☐Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	☐Yes	☐No
Watershed Protection Area	Wetlands	☐Yes	☐No
FEMA Map Panel	Base Flood Elevation		

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Linear feet of new water mains	Linear feet of new sidewalks
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I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use.

Signature	Date 6-5-25
Signature	Date

APPLICATION FEES

Conditional Zoning (1 paper copy of the application, 2 paper copies of plan set & **1 Digital copy of all documents on USB flash drive**)
$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

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Signature of Owner ***Printed Name of Owner*** KENNETH A TALTON

NC
(State)

Johnston
(County)

I, Melissa J Sexton, a Notary Public in and for said County and State, do hereby certify that Kenneth Talton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 5 day of 6 20 25.

Notary Public: Melissa J Sexton

(Printed Name)

(Signature)

MELISSA J SEXTON
COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 2, 2029
JOHNSTON COUNTY, N.C.

(Seal) County of Commission: Johnston

Commission Expires: 5/2/29

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	☐Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	☐Yes	☐No
Watershed Protection Area	Wetlands	☐Yes	☐No
FEMA Map Panel	Base Flood Elevation		

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

Signature	Date
William Robert Mulvell	6/4/25
Signature	Date

APPLICATION FEES

Conditional Zoning (1 paper copy of the application, 2 paper copies of plan set & **1 Digital copy of all documents on USB flash drive**)
$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

OWNER AUTHORIZATION

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Signature of Owner *Printed Name of Owner* WILLIAM CORBETT MARSHALL

Tennessee
(State)

Sevier
(County)

I, Chelsea Anderson, a Notary Public in and for said County and State, do hereby certify that William Corbett Marshall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 4th day of June 20 2025.

Notary Public: Chelsea Anderson

(Printed Name)

(Signature)

CHELSEA ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
SEVIER COUNTY

(Seal)

County of Commission: Sevier

Commission Expires: March 24, 2029

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Flood Hazard Area	■Yes	☐No
Proposed Impervious Surface acres/sf	Neuse River Buffer	■Yes	☐No
Watershed Protection Area	Wetlands	■Yes	☐No
FEMA Map Panel	Base Flood Elevation		

SITE DATA	
Total # of single-family lots	Total densities per zoning district
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I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the propose development use.

Signature	Date
R Kent Hill	6/6/25
Signature	Date
[illegible] Hill	6/6/25

APPLICATION FEES

Conditional Zoning (1 paper copy of the application, 2 paper copies of plan set & 1 Digital copy of all documents on USB flash driv
$ 400.00 + $10 per acre

Application Date *Application Number* *Application Fee*

Table A Parcels

PIN	Tax ID	Site Address	Nearby Location	Acreage	Existing Use	Existing Zoning	Book/Page	Owner	Mailing Address	Phone Number	Email Address
169202-79-9657	15K11019F	1980 Mallard Rd	West side of Mallard Rd near Marshall Dr	44.08 ac	Agriculture	R-8 CZ		Marshall, Inc.	PO Box 1482 Smithfield, NC 27577-4385	919-934-6505	marshallassociatesrealtors@gmail.com
169300-70-7509	15K11019S		West side of Mallard Rd near Marshall Dr	35.14 ac	Agriculture	R-8 CZ	5452/599	Julian Brian Marshall & William Corbett Marshall	PO Box 1482 Smithfield, NC 27577-4385	919-934-6505	marshallassociatesrealtors@gmail.com
169300-91-8831	15K11017	1820 Mallard Rd	West side of Mallard Rd near Marshall Dr	129.70 ac	Agriculture	R-8 CZ	4374/903	William I Talton Revocable Trust & Irene Lee Talton Revocable Trust	1666 Mallard Rd Smithfield, NC 27577-7137	919-796-6156	fred.talton@yahoo.com
260300-00-3877	15K11047C		West side of Mallard Rd near Marshall Dr	5.279 ac	Agriculture	R-8 CZ	4343/849	William I Talton Family Estate Trust Irene Lee Talton Trustee	1666 Mallard Rd Smithfield, NC 27577-7137	919-796-6156	fred.talton@yahoo.com
260300-13-6423	15L11043	780 Mallard Rd	West side of Mallard Rd near US 70	109.25 ac	Agriculture	R-8 CZ	4373/141	Kenneth A Talton Trust Kenneth A Talton Trustee	2750 Hwy 96 North Selma, NC 27576	919-796-6156	fred.talton@yahoo.com
* 260300-23-8022	15L11042B	1071 Mallard Rd	East side of Mallard Rd near US 70	80.682 ac	Agriculture	R-8 CZ	4865/421	Robert Kent Hill & Karen Hill Crocker	305 Skinner Rd Four Oaks, NC 27524-8465	804-405-6161 919-796-0019	kenth.onpoint@gmail.com Karencrocker@gmail.com
260200-09-2086	15K11047		East side of Mallard Rd near Brogden Rd	30.56 ac	Agriculture	R-8 CZ	4374/903	William I Talton Revocable Trust & Irene Lee Talton Revocable Trust	1666 Mallard Rd Smithfield, NC 27577-7137	919-796-6156	fred.talton@yahoo.com
169202-98-6620	15K11047F		East side of Mallard Rd near Brogden Rd	39.47 ac	Agriculture	R-8 CZ	4342/849	William I Talton Family Estate Trust Irene Lee Talton Trustee	1666 Mallard Rd Smithfield, NC 27577-7137	919-796-6156	fred.talton@yahoo.com

Mallard Crossing Project Narrative

Basic Project Data

Owners of Record:	**Applicant:**	**Engineering Firm:**
See Table A	Mallard Smithfield NC, LLC 1201 Edwards Mill Rd, Suite 300 Raleigh, NC 27607 Attn: Paul Luck 757.647.4070 paul.luck@contenderamerica.com	Timmons Group 5410 Trinity Rd, Suite 102 Raleigh, NC 27607 Attn: Beth Blackmon 919.866.4509 beth.blackmon@timmons.com

Proposed Subdivision Name: Mallard Crossing

Existing Zoning: R-8 Conditional

Proposed Zoning: R-8 Conditional

Site Area: 468.9 acres

Existing R-8 Conditional Zoning Acreage: 491.2 acres

Additional Site Data: See Table A

Proposed Lots: 1,327 total

- Single-Family Detached: 873
- Single-Family Attached (townhomes): 454

Existing R-8 Conditional Zoning Units: 2,005 total

- *Single-Family Detached: 490*
- *Single-Family Attached (townhomes): 691 all 20' wide*
- *Multifamily Apartments: 824*

Open Space: 215 acres

Active Open Space: 25 acres

Rights of Way: 54 acres

Uses and Density

Overall Density: 2.83 DU/A

Existing R-8 Conditional Zoning Density: 4.08 DU/A

Density Calculation: 1,327 dwelling units / 468.9 acres = 2.83 DU/A

Existing R-8 Conditional Zoning Density Calculation:
2,005 dwelling units / 491.2 acres = 4.08 DU/A

Vision

Mallard Crossing is envisioned as a vibrant and thoughtfully planned extension of Smithfield, designed to deliver lasting value to the community. Strategically located east of I-95, the project will bring critical public infrastructure, including public sewer access, while expanding the Town's tax base.

The development offers a more diverse range of housing types from the existing R-8 Conditional Zoning to meet the needs of today's residents – from young professionals to active retirees – and represents a vast improvement from the existing zoning, allowing for more variety in product and price points, while eliminating the allowed 824 multifamily apartment units. Buyers are seeking quality homes in a walkable, well-connected neighborhood close to employment hubs and downtown Smithfield.

Mallard Crossing will feature both townhomes and single-family detached homes, including traditional and age-targeted designs in both product types. This carefully curated mix promotes a multigenerational community where residents at every stage of life can find a home that suits their needs and lifestyle.

With an emphasis on quality design, durable materials, and efficient construction, homes will be attractively priced while maintaining a high standard of finishes. The community will be enriched by parks, walking trails, open spaces, and community gathering areas, creating opportunities for recreation, connection and a strong sense of place.

Mallard Crossing is more than a housing development – it's a new chapter for Smithfield, built on thoughtful planning, inclusivity, and long-term livability.

Infrastructure and Public Services

Public Water

Water service to Mallard Crossing will be provided through extensions of the existing Town of Smithfield water system. Water infrastructure will be extended as needed to serve each phase of development. A preliminary analysis of the required water infrastructure is included in *Exhibit A*.

Sanitary Sewer

Public sanitary sewer service will also be extended from the existing Town of Smithfield system. Sewer infrastructure will be designed and installed in accordance with town standards to support the full build-out of the project. A supporting analysis of the necessary sewer improvements is provided in *Exhibit A*.

Stormwater Management

Mallard Crossing will comply with all applicable stormwater regulations. Stormwater quantity and quality control will be addressed using approved Stormwater Control Measures (SCMs), including wet ponds and other permitted systems. These SCMs will be located within designated open space areas and maintained by the Homeowner's Association (HOA) to ensure long-term performance.

Electricity

The preferred provider for electric service is the Town of Smithfield. The project team will work closely with the Town's Utilities Department to evaluate feasibility and timing. In the interim, Duke Energy will be engaged to provide temporary power to support construction activities.

Transportation

Roadway improvements will be guided by the findings of an updated Traffic Impact Analysis (TIA) and coordinated with the North Carolina Department of Transportation (NCDOT). The internal street network will be designed to accommodate neighborhood traffic and provide direct connections to Mallard Road and Marshall Drive. Approximately 54 acres will be dedicated as public right-of-way.

Streets will typically feature a 50-foot right-of-way and 27-foot back-to-back roadway section which is 22 feet of pavement, excluding curb and gutter. This narrower design serves as a traffic-calming measure and emphasizes pedestrian safety. Valley curb and gutter will be

utilized in front of single family attached townhomes and within 10 feet of a lot containing an end unit. Within the single family detached areas, valley curb and gutter will be allowed in front of lots with a width of less than 50 feet. On corner lots within these areas, a lot may exceed 50 feet in width as needed to meet corner side setback requirements, while still permitting valley curb and gutter along the fronting street.

Minimum horizontal street centerline radii of 150' shall be permitted. Additional measures, such as digital speed monitoring signs, will be implemented as needed to discourage excessive speeds.

Pedestrian Connectivity

Pedestrian access will be prioritized through a comprehensive network of sidewalks and/or multiuse paths on both sides of all streets, promoting walkability and enhancing connectivity throughout the neighborhood. A 5' wide public sidewalk will be provided on the west side of Mallard Road and an 8' wide multi-use trail will be provided on the east side of Mallard Road. The sidewalks/trails shall be located outside of the ditch within the Mallard Road right-of-way or within a public easement on HOA property adjacent to the Mallard Road right-of-way.

An internal trail with pedestrian boardwalks crossing the wetlands is proposed to connect Mallard Road with the western portion of the neighborhood within the existing Duke Energy transmission easement.

Postal Delivery

Cluster mailbox units (mail kiosks) will be proposed at multiple locations throughout the development. Final kiosk locations will be determined in coordination with the United States Postal Service (USPS) and are subject to approval by the local postmaster. USPS approval will be obtained as part of the preliminary plat review and approval process.

Site Suitability

The Mallard Crossing project will be developed in accordance with the Town of Smithfield's Unified Development Ordinance (UDO), including all applicable performance standards except as stated below or otherwise approved through establish standards and procedures. A revised Traffic Impact Analysis will be conducted to assess transportation needs and identify any necessary improvements to support the proposed development.

As part of the recent rezoning of the property to R-8 Conditional, the Town's Comprehensive Plan was amended to reflect a medium density land use designation for this area. The Mallard

Crossing proposed rezoning to R-8 Conditional with a lower density than currently allowed aligns with the updated Comprehensive Plan and supports the Town's long-term vision, particularly with regard to planned extensions of public water and sewer infrastructure in this growth area.

To ensure consistency with municipal procedures, an annexation petition will be submitted in advance of construction drawing approval for Phase 1. This will allow the project to be fully incorporated into the Town of Smithfield, supporting future development with expanded public services funded by increased property tax revenues.

Parks and Open Space

Mallard Crossing is designed with a strong emphasis on open space, dedicating approximately 215 acres, almost 46% of the site – to parks, trails, and preserved natural areas. This expansive network of open space will include a mix of passive and active pocket parks, providing recreational and gathering opportunities for residents throughout the community. All parks and open space areas will be owned and maintained by the HOA, ensuring long-term stewardship and accessibility for residents.

The proposed internal trail will utilize pedestrian boardwalks to connect some upland areas within the surrounding wetlands for passive pocket park areas.

Amenities

In addition to the extensive network of parks and open spaces, Mallard Crossing will feature at least two distinct amenity areas, each designed to serve as a central gathering place for residents. These areas will each include a clubhouse and swimming pool, providing spaces for recreation, events, and community interaction. Each amenity area will also include dedicated parking to ensure convenient access for residents throughout the neighborhood.

Schedule and Phasing

The Mallard Crossing development is planned to proceed in five phases. Construction is expected to commence in late 2026 or early 2027, with full project completion anticipated by 2032. Each phase will introduce a variety of housing types and uses, carefully distributed to

create a balanced community over time. Infrastructure improvements—including roadways, water, sewer, and electrical services—will be implemented concurrently with each phase to ensure all areas are fully supported as development progresses.

Site Design

Mallard Crossing is thoughtfully designed to provide a smooth and respectful transition to surrounding land uses, with ample buffers that maintain privacy and reduce visual impacts for existing neighbors. The layout emphasizes a safe, walkable neighborhood environment, incorporating traffic calming elements such as stop signs, curb extensions, and other design features to promote slower vehicle speeds and pedestrian comfort.

The development team will coordinate with Duke Energy to ensure all necessary and safe encroachments within the existing transmission easement are properly permitted, as reflected in the master plan.

Streetscapes will be enhanced with cohesive landscaping, street furniture, hardscape elements, and community amenities—all designed to reflect the character and materials of the residential architecture. Ground signage at key entrances will further reinforce the neighborhood identity.

Major entry features will be strategically located and finalized during the preliminary plat review process. In addition, complementary smaller entrance markers will distinguish sub-neighborhoods within the community, helping to create a sense of place and orientation throughout the development.

Residential Units

The Mallard Crossing project is proud to provide five distinct product lines. These will include three single family detached product lines and two single family attached townhome product lines.

Of the single family detached products, two lines will focus on a traditional two-story product, having emphasis on the early-stage homebuyer as well as the move-up homebuyer, with the third single family detached product line emphasizing the age-targeted buyer, consisting of all ranch plans.

Of the attached single family townhome products, one will focus on first-time homebuyers, while the other will focus on age-targeted buyers. The age-targeted product will have the owner's suite, kitchen and living area all on the first floor, and only guest rooms on the second

floor, meeting the needs of buyers that are more price conscious or simply prefer the reduced maintenance needs that an attached townhome product can provide.

All these product lines will provide variation in exterior finishes, including cottage style elements. They will have a mix of siding styles, including horizontal lap siding, shake shingle accent siding and board and batten style siding. Premium .046 gauge vinyl siding is proposed for the neighborhood.

Some of the traditional single family detached and traditional attached townhome end units will have a window in the public facing side walls. The age-targeted product lines will also include stone elements on the exterior as well as at least one window on the side walls which will assist in making these homes distinct within the overall context of this community. Having the added stone on the age-targeted products provides a level of finish that is expected by buyers purchasing the home where they will likely retire and spend the golden years of life.

Single family attached townhomes will have 12' wide driveways. 18' wide driveways will be provided with the single family detached homes. Garages will be included for all detached single family homes and attached townhomes. Each garage door will have either carriage style adornments or windows. Sizes of garages are listed below:

- Traditional townhomes: 11'x19' one car garage with 8' garage door
- Age-targeted townhomes: 10'x21' one car garage with 8' garage door
- Traditional two-story single family detached: 20'x20' two car garage with 16' garage door
- Move up two-story single family detached: 20'x20' two car garage with 16' garage door
- Age-targeted single family detached ranch product: 20'x22' two car garage with 16' garage door

Off-street parking requirements will comply with the standards outlined in the UDO. Each single family detached home is required to provide two off-street parking spaces. For single family attached townhomes, parking requirements vary by bedroom account; assuming three bedrooms per unit, each townhome will also be required to provide two off-street parking spaces. These parking requirements will be satisfied on each individual lot through a combination of garage and driveway spaces. Some overflow guest parking areas will be provided in the attached townhome areas.

Trash and recycling bins for single-family detached and townhome units will be stored adjacent to each unit or building within a screened enclosure.

Maintenance

An HOA governing the community as a whole will maintain all common areas. The HOA will set standards by which the community must abide, including prohibition of on-street parking and architectural review of all new construction and major exterior work.

Deviations from UDO Minimum or Current Zoning Requirements

UDO §	UDO or Current Zoning Requirement	Proposed Standard
8.3.1.A	Min. lot area (SF dwelling): 6,000 sf	Min. lot area (SF dwelling): 5,000 sf
8.3.1.B	Min. lot frontage: 50 ft	Min. lot frontage: 42 ft
8.3.1.C	Min. front setback (SF detached): 25 ft Min. front setback (SF attached): 25 ft	Min. front setback (SF detached): 25 ft Min. front setback (SF attached): 25 ft
8.3.1.D	Min. side setback (SF detached): 5 ft	Min. side setback (SF detached): 5 ft
8.3.1.E	Min. rear setback (SF detached): 15 ft Min. rear setback (SF attached): 15 ft	Min. rear setback (SF detached): 15 ft Min. rear setback (SF attached): 15 ft
8.13.1.2	Min. building separation (SF attached > 20 ft in height): 20 ft	Min. building separation (SF attached > 20 ft in height): 20 ft
8.13.1.4	Min Perimeter Yard: shall be provided around the perimeter of the site (other than front and corner side yards) in accordance with the number of units proposed, 31 or more units: 40 ft width	Min Perimeter Yard (31 or more units): 30 ft width
8.13.3.1	Corner lot min. side setback on side street: 15 ft	Corner lot min. side setback on side street: 15 ft
10.14	No min. bufferyard requirement along internal boundaries between uses.	No min. bufferyard requirement along internal boundaries between uses.
10.110.9	Min. local street right of way width: 50 ft	Min. local street right of way width: 50 ft
10.110.10	Local street pavement width: 22 ft (not including curb and gutter)	Local street pavement width: 22 ft (not including curb and gutter)
3.02 B	Horizontal Street Design shall be in conformance with the latest NCDOT Standards.	Horizontal street centerline radii of 150 feet

UDO §	UDO or Current Zoning Requirement	Proposed Standard
3.02 D*	Valley curb permitted in front of SF attached (townhouses) and within 10 ft of a lot containing an end unit	Valley curb permitted in front of SF attached (townhouses) and within 10 ft of a lot containing an end unit as well as in front of SF detached lots with a width of less than 50 ft. On corner lots within these areas, a lot may exceed 50 ft in width as needed to meet corner side setback requirements, while still permitting valley curb along the fronting street.

*From the Standard Detail and Specifications Manual

Note: To the extent that any Proposed Standard stated above conflicts with a UDO requirement in addition to that listed, a request to deviate from that standard is also included herein.

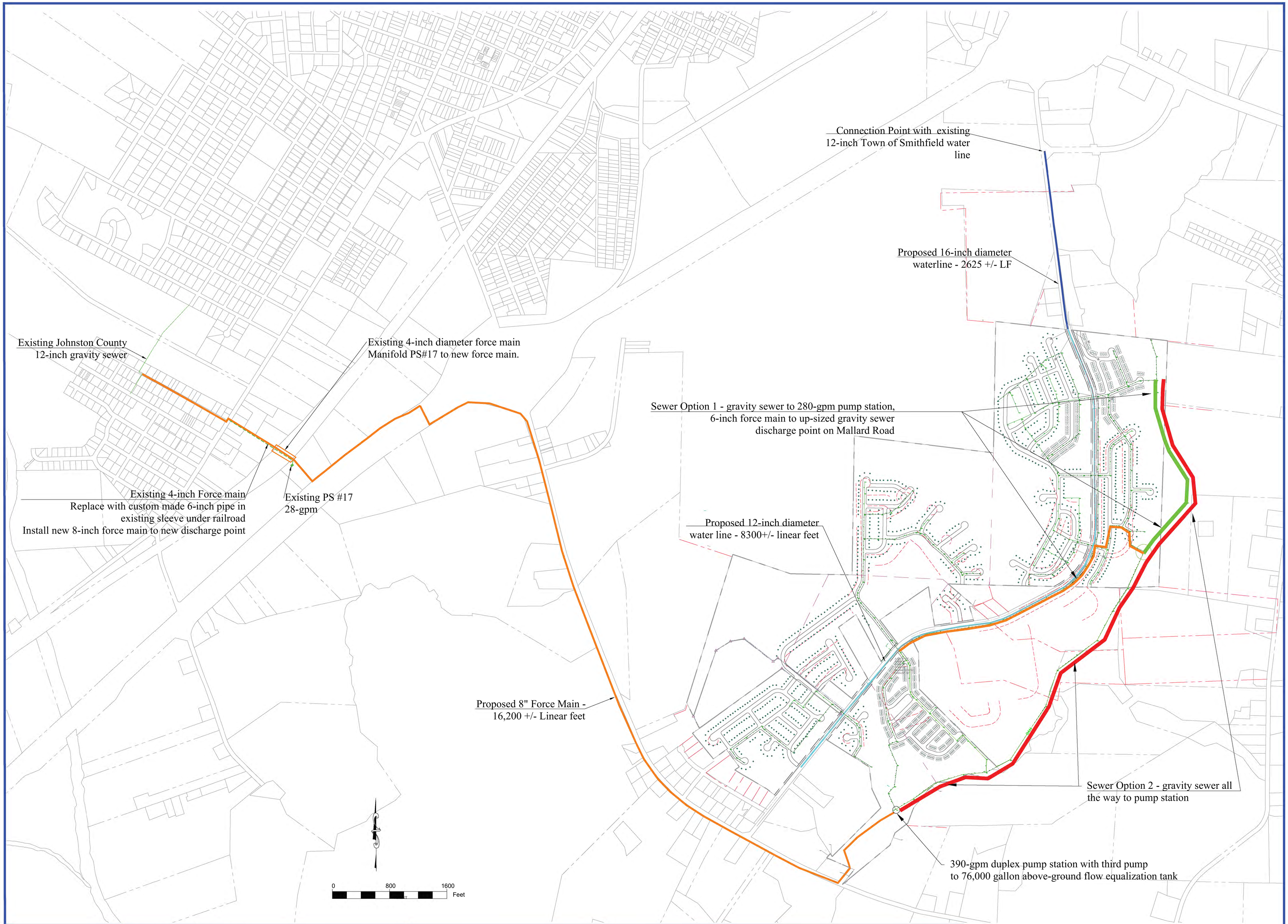
Improvements Exceeding UDO Minimum Requirements

UDO §	UDO Requirement	Proposed Minimum
3.02*	Sidewalks on one side of all streets and along frontage of all collectors (or trails where identified on the Pedestrian Plan)	Sidewalks or multi-use paths will be provided on both sides of all streets
	None	5' sidewalk along west side of Mallard Road 8' multi-use path on east side of Mallard Road
	None	At least two clubhouses will be provided.
	None	At least two swimming pools will be provided.
	None	A landscaped berm of a minimum average height of 3 ft, and with a decorative fence, will be provided between Mallard Road and the rear of any lots located within 40 ft of Mallard Road.
	None	Interior to the site, a pedestrian trail and footbridge shall be located within the existing overhead power easement if permitted by Duke Energy.

*From the Standard Detail and Specifications Manual

Exhibit A

Preliminary Utility Report



REV	ISSUED FOR	DATE	BY

PROFESSIONAL'S SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 05/28/25 JAY T. MEYERS
FINAL DRAWING - FOR REVIEW PURPOSES ONLY

ENGINEERING CONSULTANT
MEYERS ENGINEERING, PLLC
NC LICENSE # 2362
5708 CARRIAGE PARK COURT
FUQUAY-VARINA, NORTH CAROLINA 27526
919-625-0214
JAY@MEYERSENGINEERING.NET

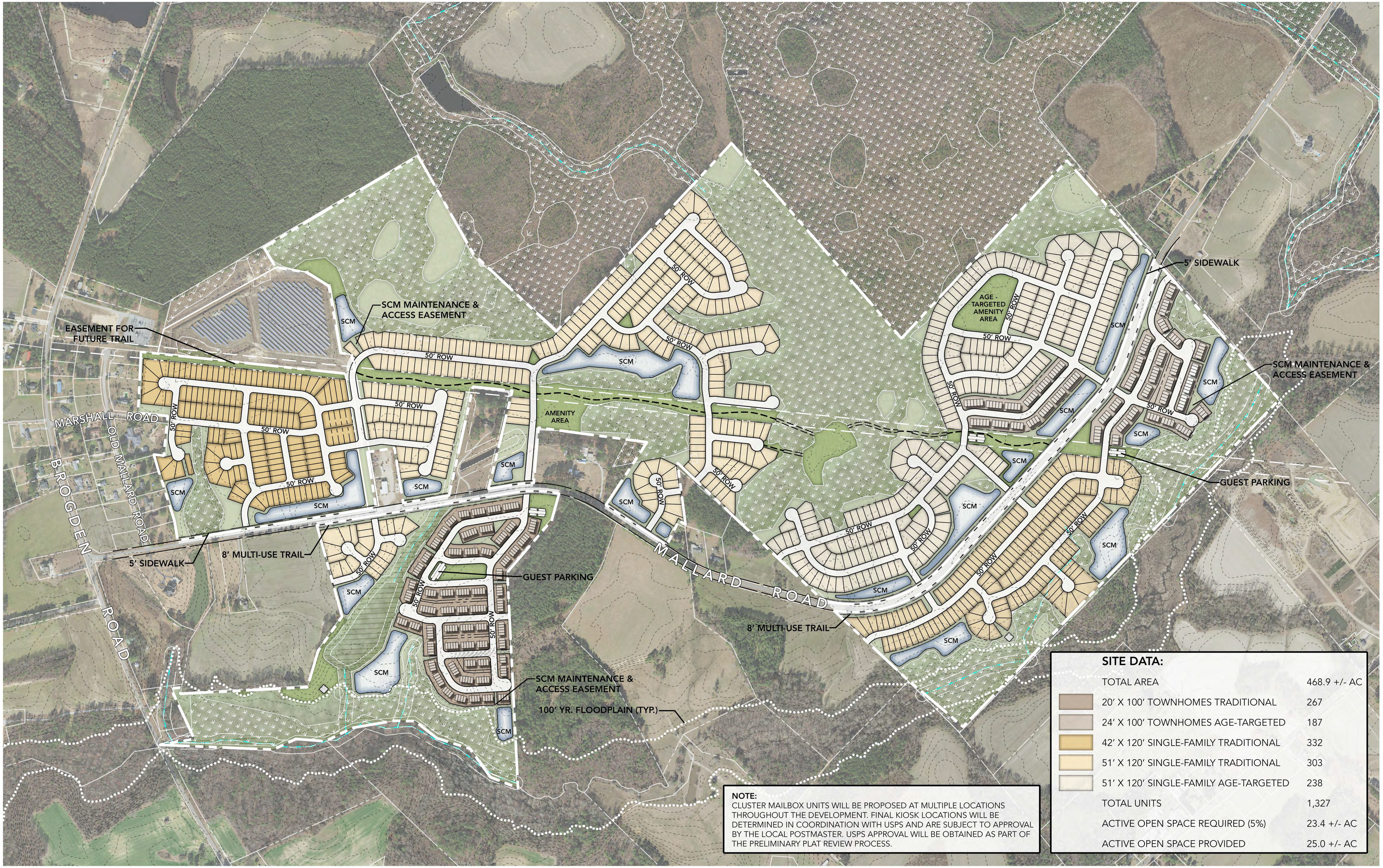
TIMMONS GROUP
5410 TRINITY ROAD
SUITE 102
RALEIGH, NC 27607
919-390-4227
CONTACT: JIM CHANDLER, PE

SCHEMATIC DRAWING MAY 2025

MALLARD CROSSING UTILITY CONCEPTUAL LAYOUT

SMITHFIELD, NC

G-01



MALLARD CROSSING - SMITHFIELD, NC

Conceptual Development Plan - June 12, 2025

SCALE: 1"=200'
0 200' 400'

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

MALLARD CROSSING

REZONING SUBMITTAL
PREPARED FOR:
TOWN OF SMITHFIELD
JUNE, 2025

ENGINEERING FIRM:
TIMMONS GROUP
5401 TRINITY RD, SUITE 102
RALEIGH | NC 27607

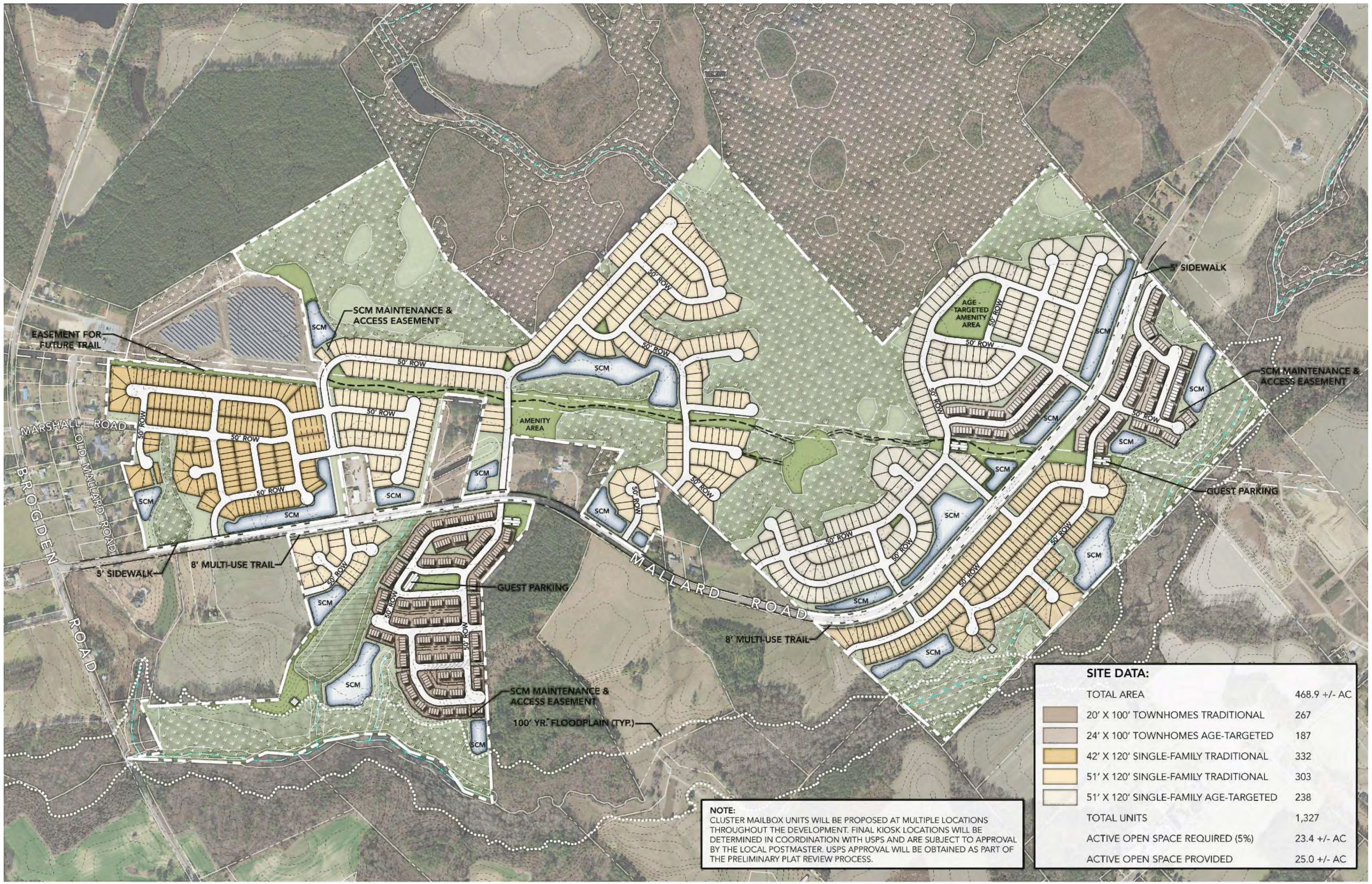
TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

SITE DATA TABLE

PROJECT:	MALLARD CROSSING
ENGINEER:	TIMMONS GROUP BETH BLACKMON, PE 5410 TRINITY ROAD, STE. 102 RALEIGH, NC 27607 PHONE: (919) 866-4509 FAX: (919) 859-5663 EMAIL: BETH.BLACKMON@TIMMONS.COM
DEVELOPER:	MALLARD SMITHFIELD NC, LLC 1201 EDWARDS MILL RD., SUITE 300 RALEIGH, NC 27607 PHONE: (757) 647-4070 EMAIL: PAUL.LUCK@CONTENDERAMERICA.COM
LAND OWNER:	JULIAN & WILLIAM MARSHALL P.O. BOX 1482 SMITHFIELD, NC 27577-4385 MARSHALL INC. P.O. BOX 1482 SMITHFIELD, NC 27577-4385 KENNETH A TALTON TRUST 2750 HWY 96 NORTH SELMA, NC 27576 WILLIAM I TALTON REVOCABLE TRUST & IRENE LEE TALTON REVOCABLE TRUST 1666 MALLARD RD SMITHFIELD, NC 27577 WILLIAM I TALTON FAMILY ESTATE TRUST, IRENE LEE TALTON, TRUSTEE 1666 MALLARD RD SMITHFIELD, NC 27577 ROBERT KENT HILL & KAREN HILL CROCKER 305 SKINNER RD FOUR OAKS, NC 27524
TAX ID:	169300-70-7509, 169202-79-9657, 260300-13-6423, 169300-91-8831, 260300-00-3877, 169202-98-6620, 260200-09-2086, 260300-23-8022
DEED REFERENCE:	DB5452 PG599; DB4373 PG141; DB4374 PG903; DB4342 PG849; DB4342 PG849; DB4374 PG903; DB4865 PG421
TOWNSHIP:	SMITHFIELD
EXISTING ZONING:	R-8 CZ
CURRENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL
PROPOSED ZONING:	R-8 CONDITIONAL
TOTAL PROJECT AREA:	468.9 ACRES
PROPOSED DENSITY:	2.83 DU/A
RIVER BASIN:	NEUSE
SURFACE WATER CLASSIFICATION:	C; NSW
WATERSHED:	NONE
FEMA	3720168200L, 3720260200K. EFFECTIVE 06-20-2018

COMMUNITY LOCATION

COMMUNITY MASTER PLAN



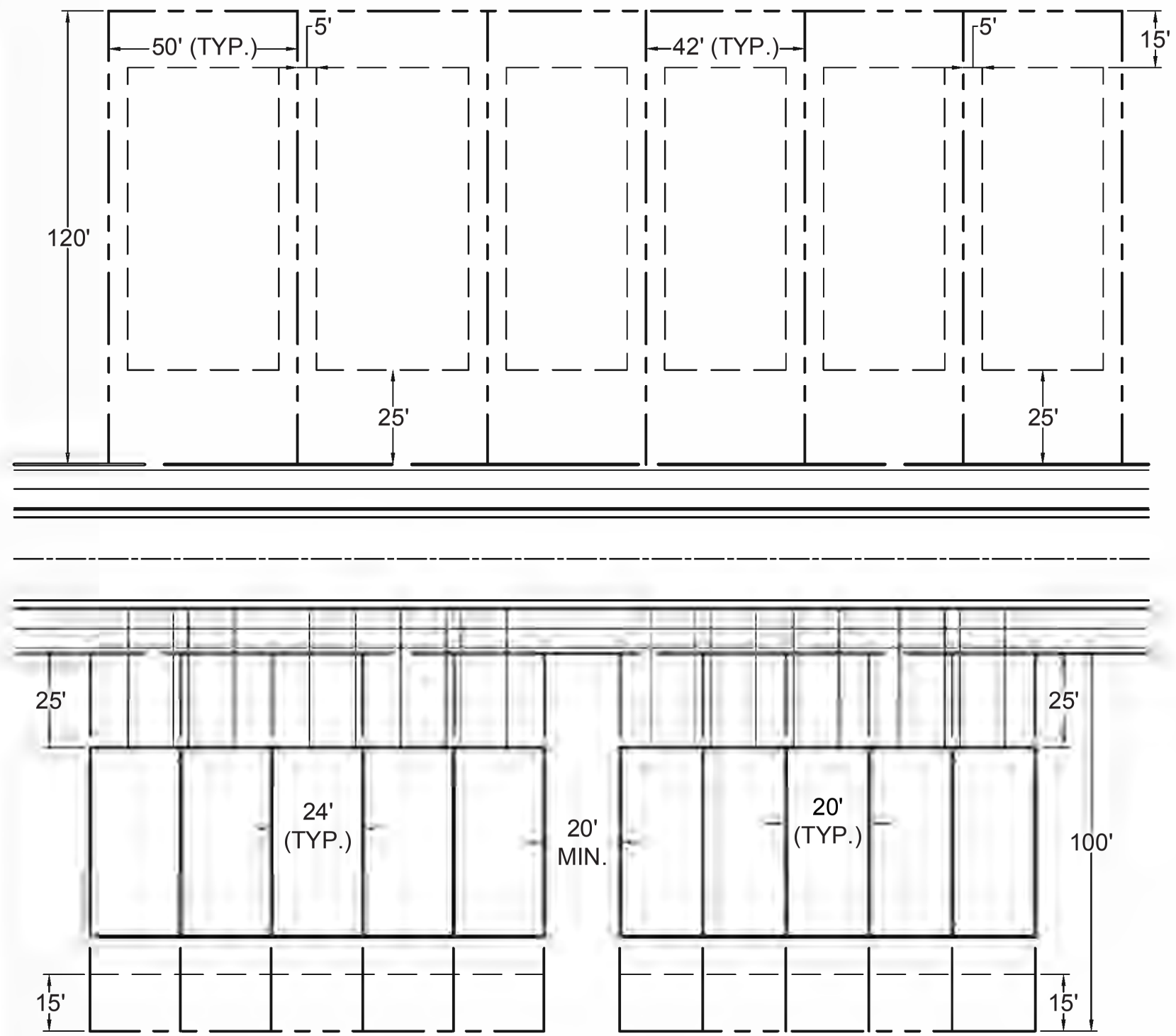
TYPICAL LOT DIMENSIONS

SINGLE FAMILY DETACHED LOTS:

MIN. LOT WIDTH	42′
MIN. LOT AREA	5,040 SF

SINGLE FAMILY SETBACKS:

FRONT	25′
REAR	15′
SIDE	5′
SIDE CORNER	15′



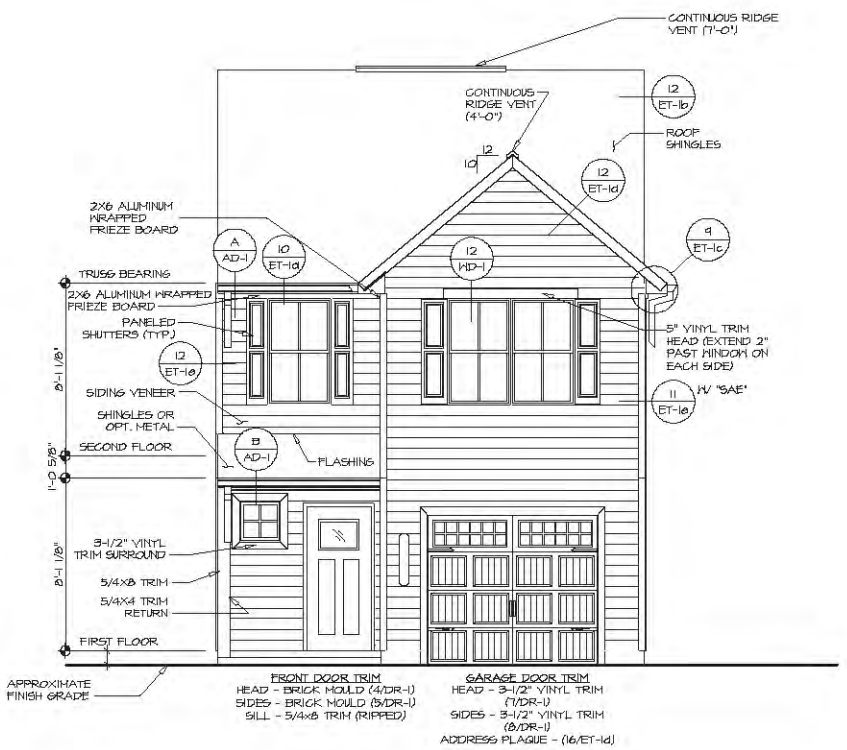
TOWNHOME LOTS:

MIN. LOT WIDTH	20′

TOWNHOME SETBACKS:

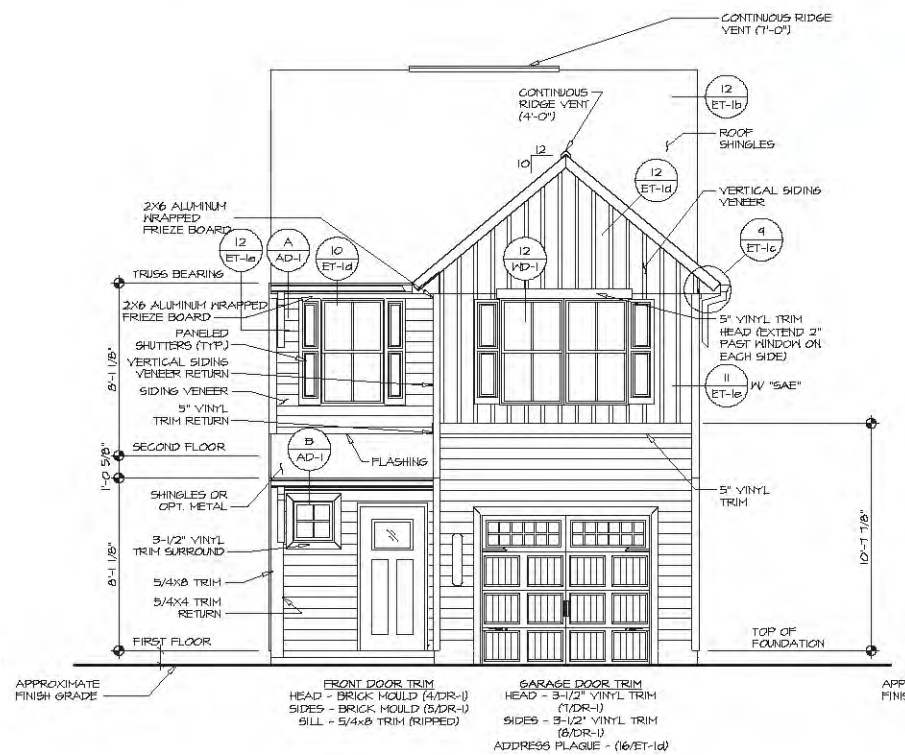
FRONT	25′
REAR	15′
BUILDING SEPARATION	20′

TRADITIONAL ATTACHED TOWNHOMES



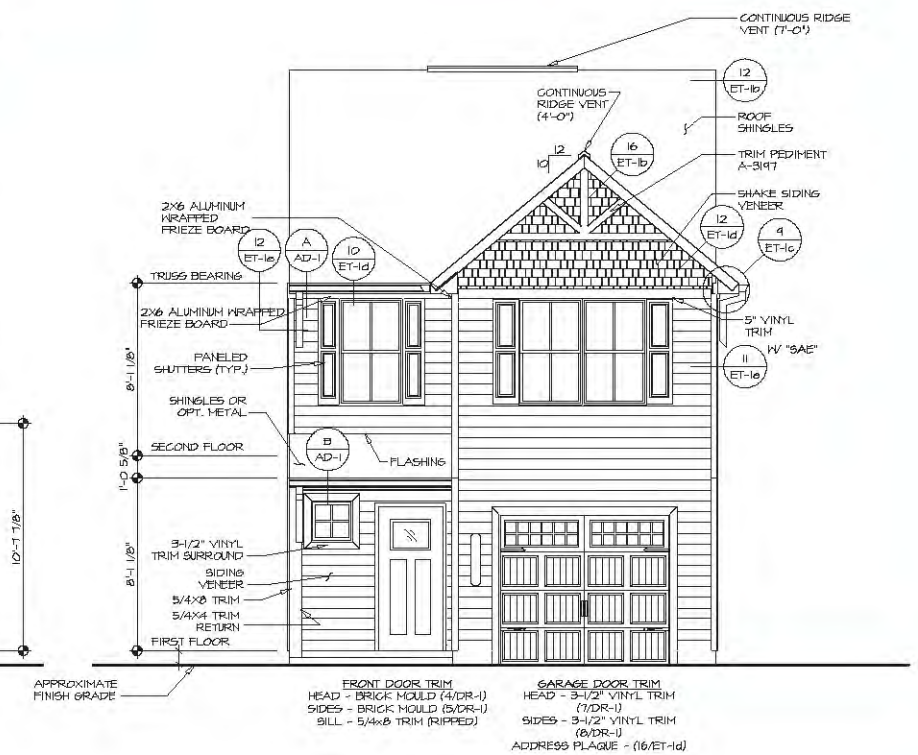
1 A-1 **FRONT ELEVATION "A"**

SCALE: 1/4" = 1'-0"



2 A-1 **FRONT ELEVATION "B"**

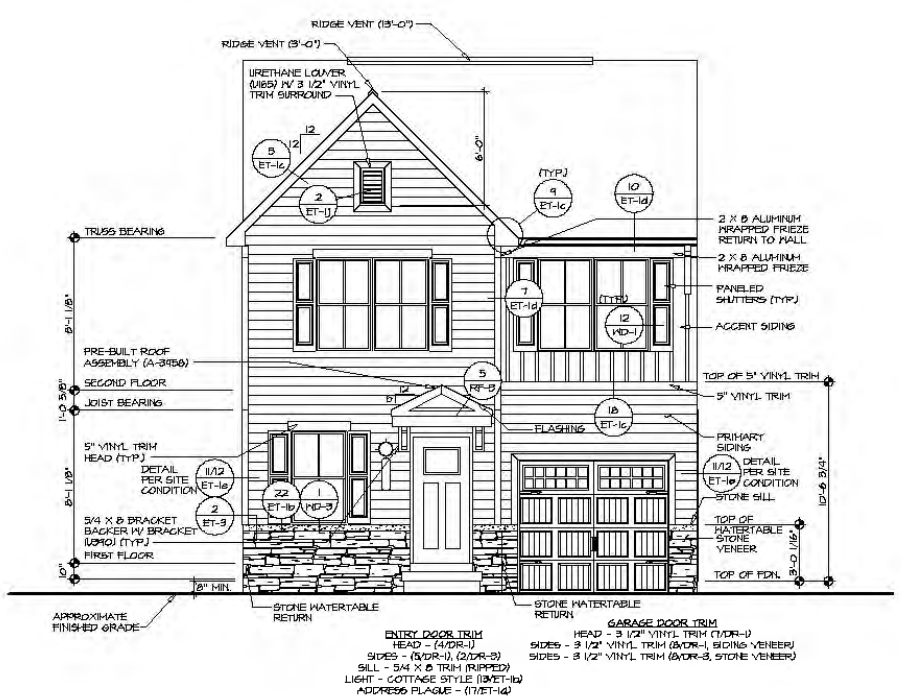
SCALE: 1/4" = 1'-0"



3 A-1 **FRONT ELEVATION "C"**

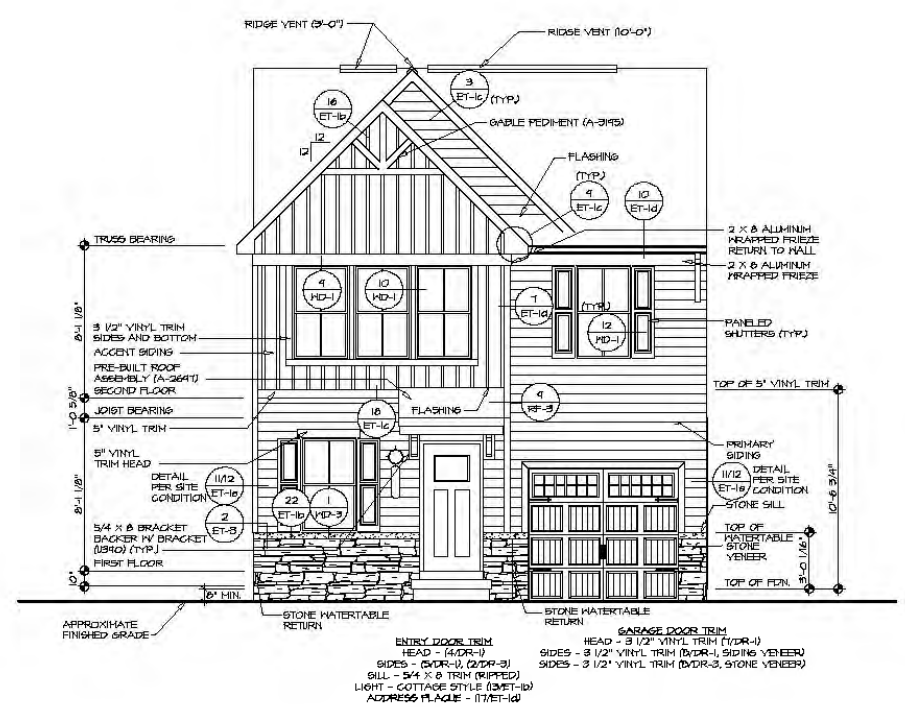
SCALE: 1/4" = 1'-0"

AGE-TARGETED ATTACHED TOWNHOMES - FIRST FLOOR OWNER'S SUITE AND LIVING



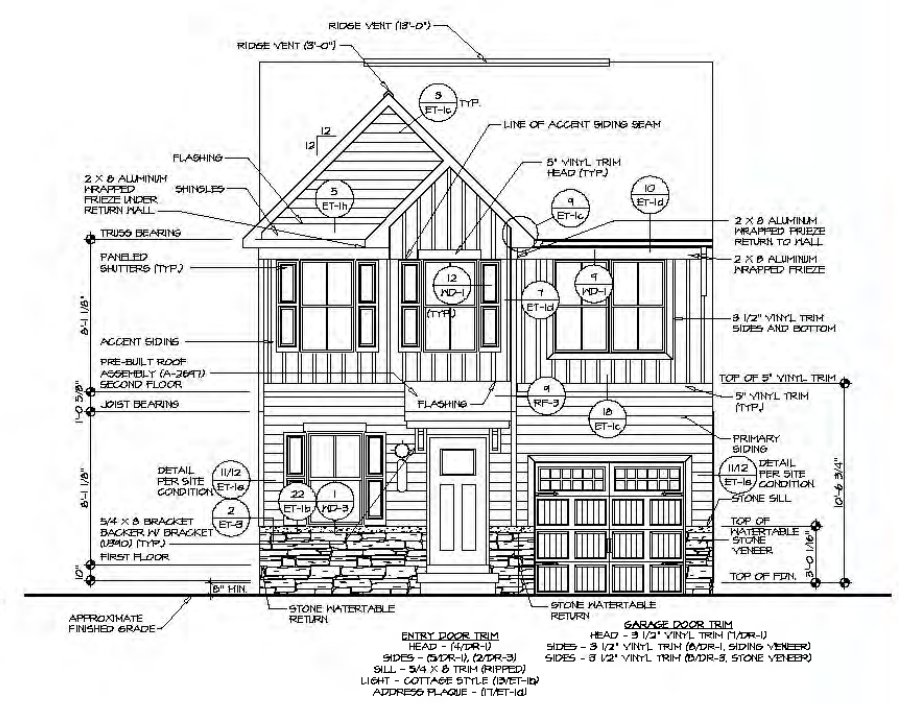
1 A-1 **FRONT ELEVATION "K"**

SCALE: 1/4" = 1'-0" ELEVATION K 'ELK'



2 A-1 **FRONT ELEVATION "L"**

SCALE: 1/4" = 1'-0" ELEVATION L 'ELL'



3 A-1 **FRONT ELEVATION "M"**

SCALE: 1/4" = 1'-0" ELEVATION M 'ELM'

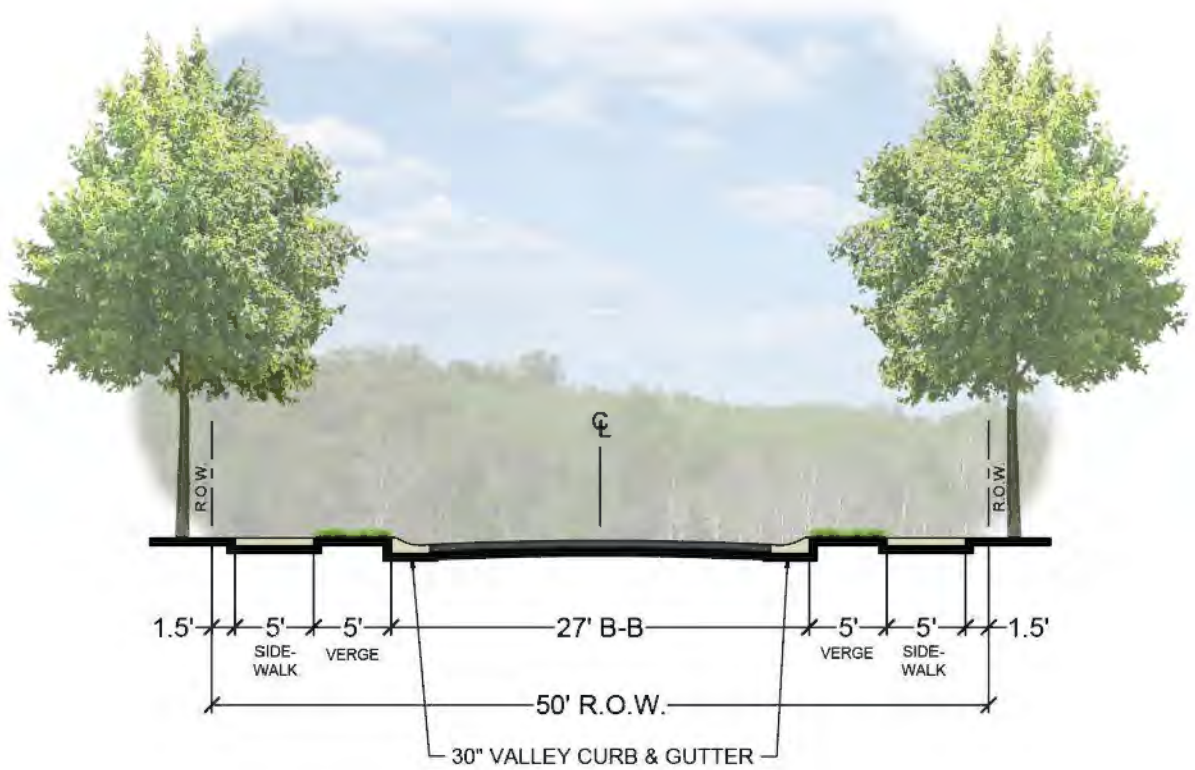
TOWNHOME ELEVATIONS

TRADITIONAL SINGLE FAMILY DETACHED

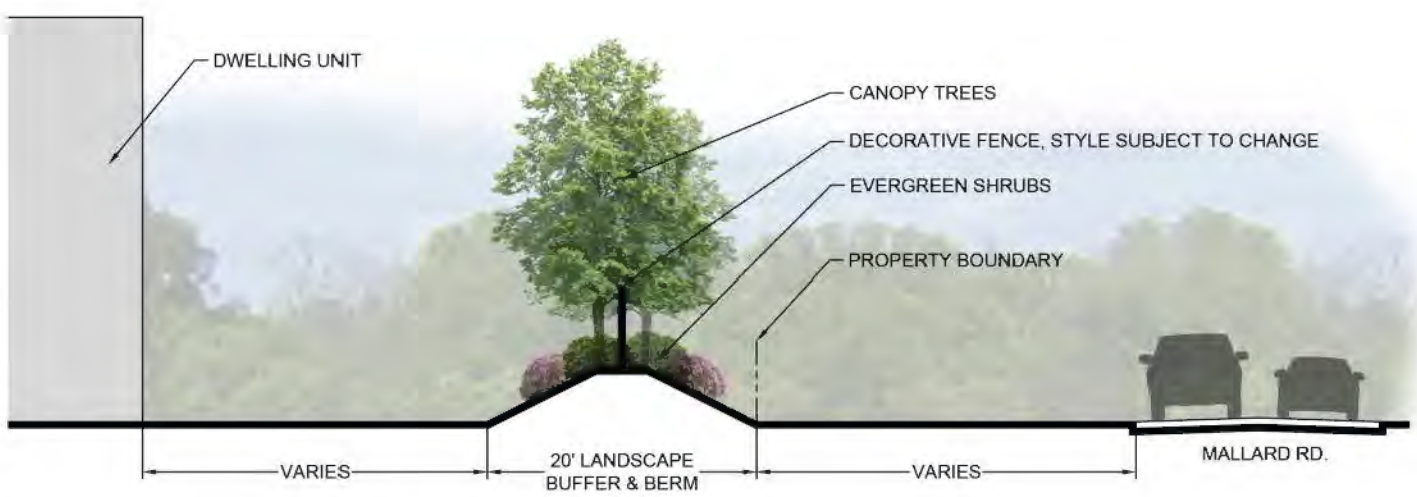
AGE-TARGETED SINGLE FAMILY DETACHED

TYPICAL STREET DETAILS

TYPICAL RESIDENTIAL ROAD
NOT TO SCALE

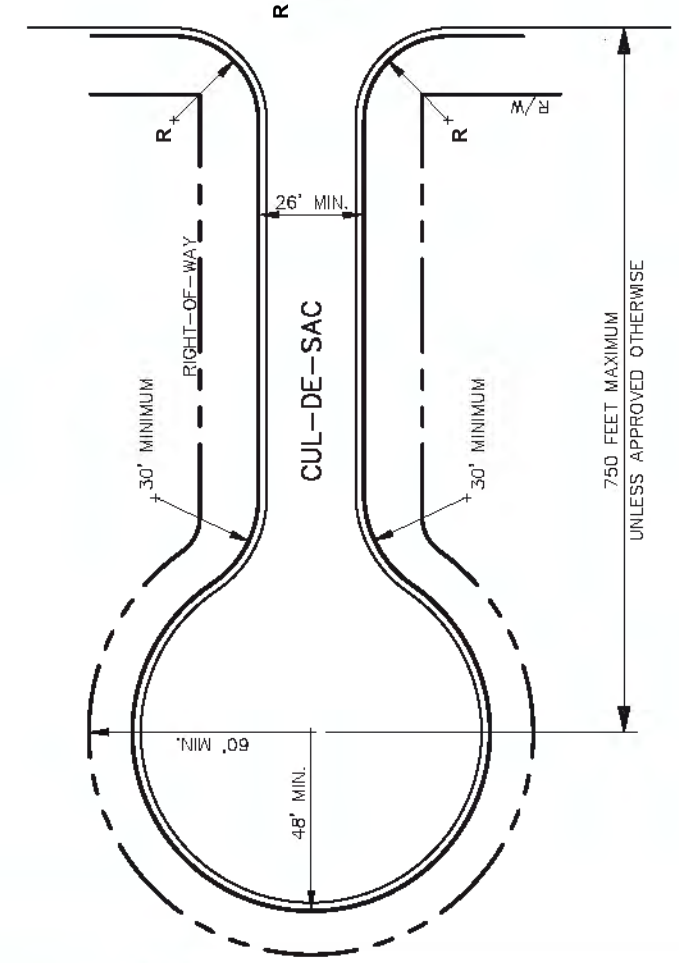


NOTE: VALLEY CURB & GUTTER IN SELECT LOCATIONS, STANDARD CURB & GUTTER ELSEWHERE.



TYPICAL BERM DETAIL
NOT TO SCALE

ILLUSTRATIVE CONCEPT: PLANTINGS, MATERIALS & FENCING SHOWN ARE CONCEPTUAL & SUBJECT TO MODIFICATION DURING THE FINAL DESIGN PHASE AS PART OF THE PRELIMINARY PLAT APPROVAL PROCESS.



SMITHFIELD NORTH CAROLINA

STANDARD CUL-DE-SAC DIMENSIONS

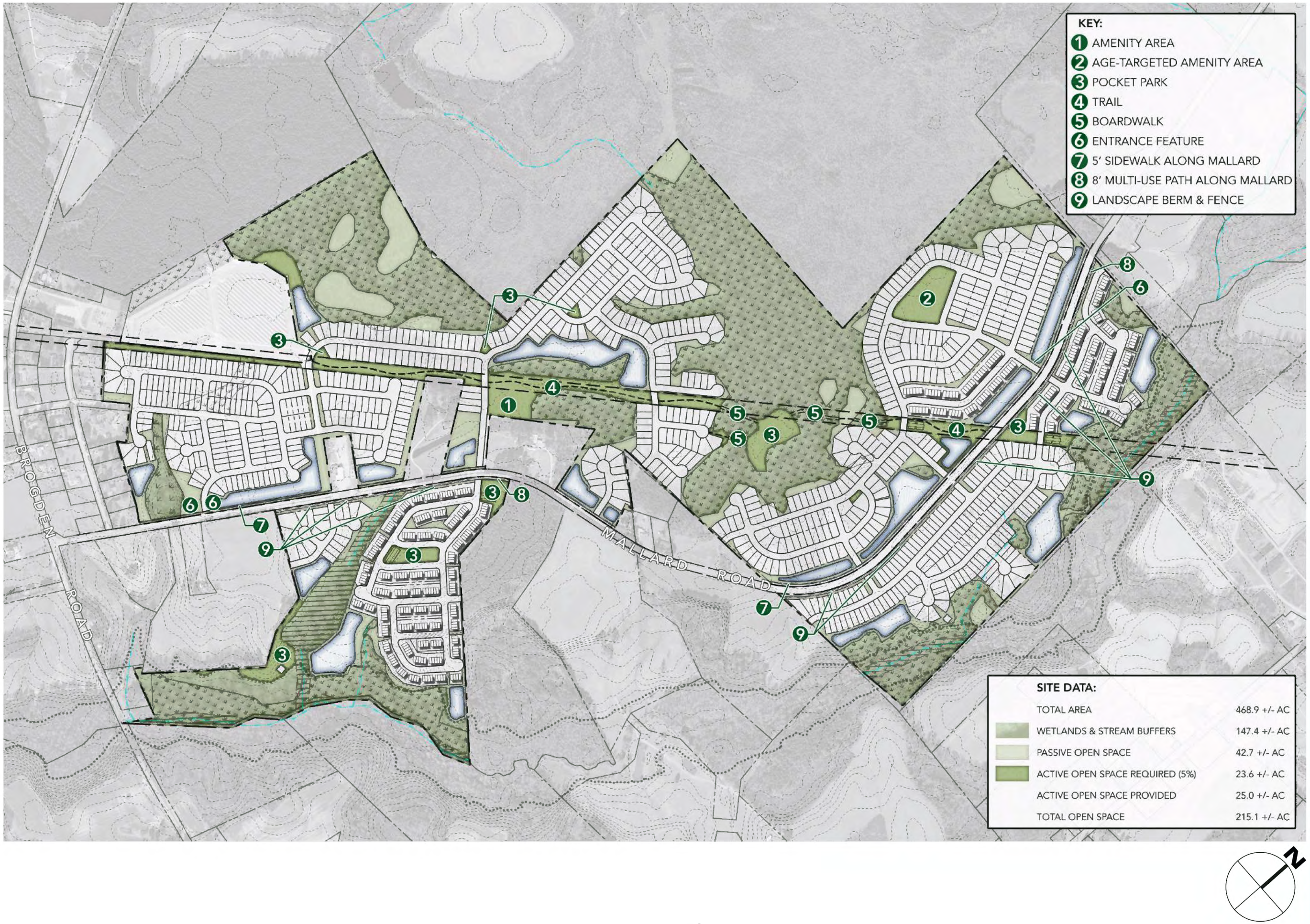
SMITHFIELD, NORTH CAROLINA
PLANNING DEPARTMENT

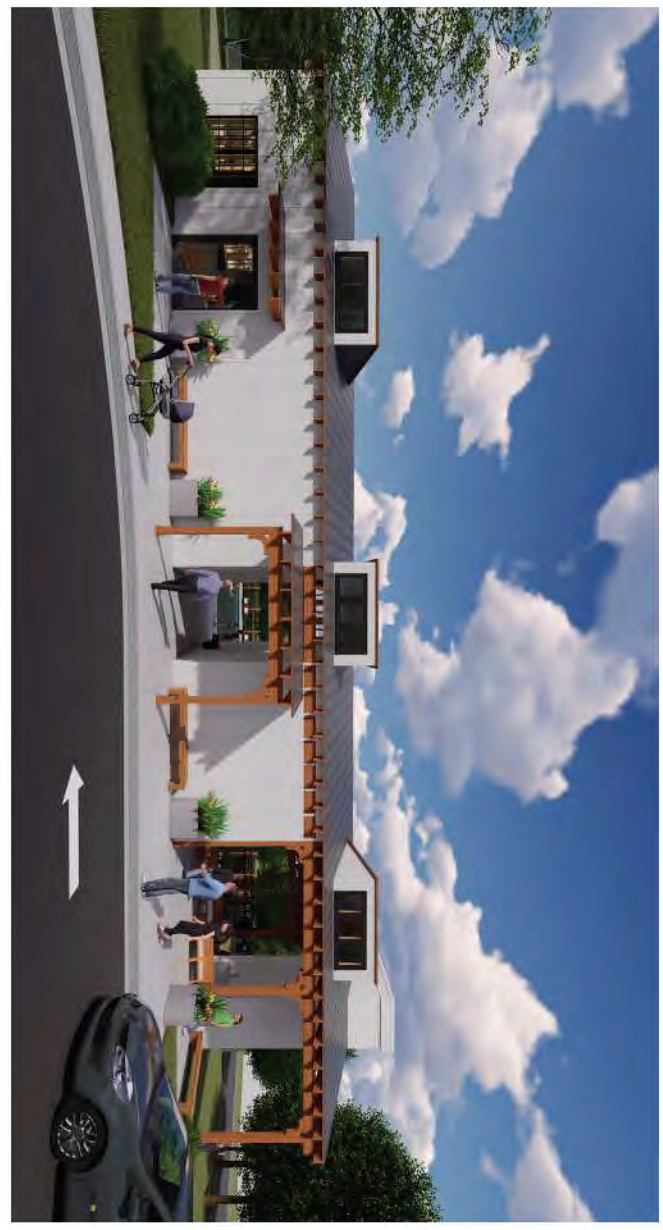
SCALE: NTS

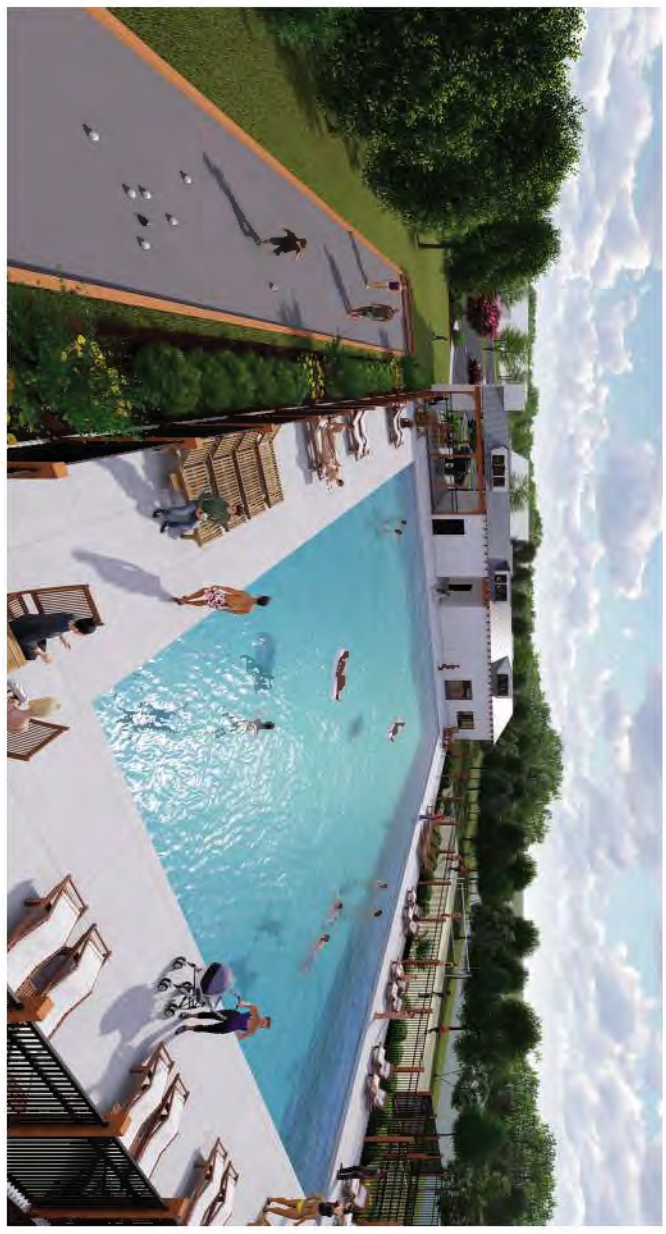
DETAIL NO. 03.07

DATE: 06/16/2023

OPEN SPACE & AMENITIES







COMMUNITY AMENITIES

DO NOT PRUNE LEADER. PRUNE OR CUT ONLY DEAD OR DAMAGED BRANCHES TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 STANDARDS

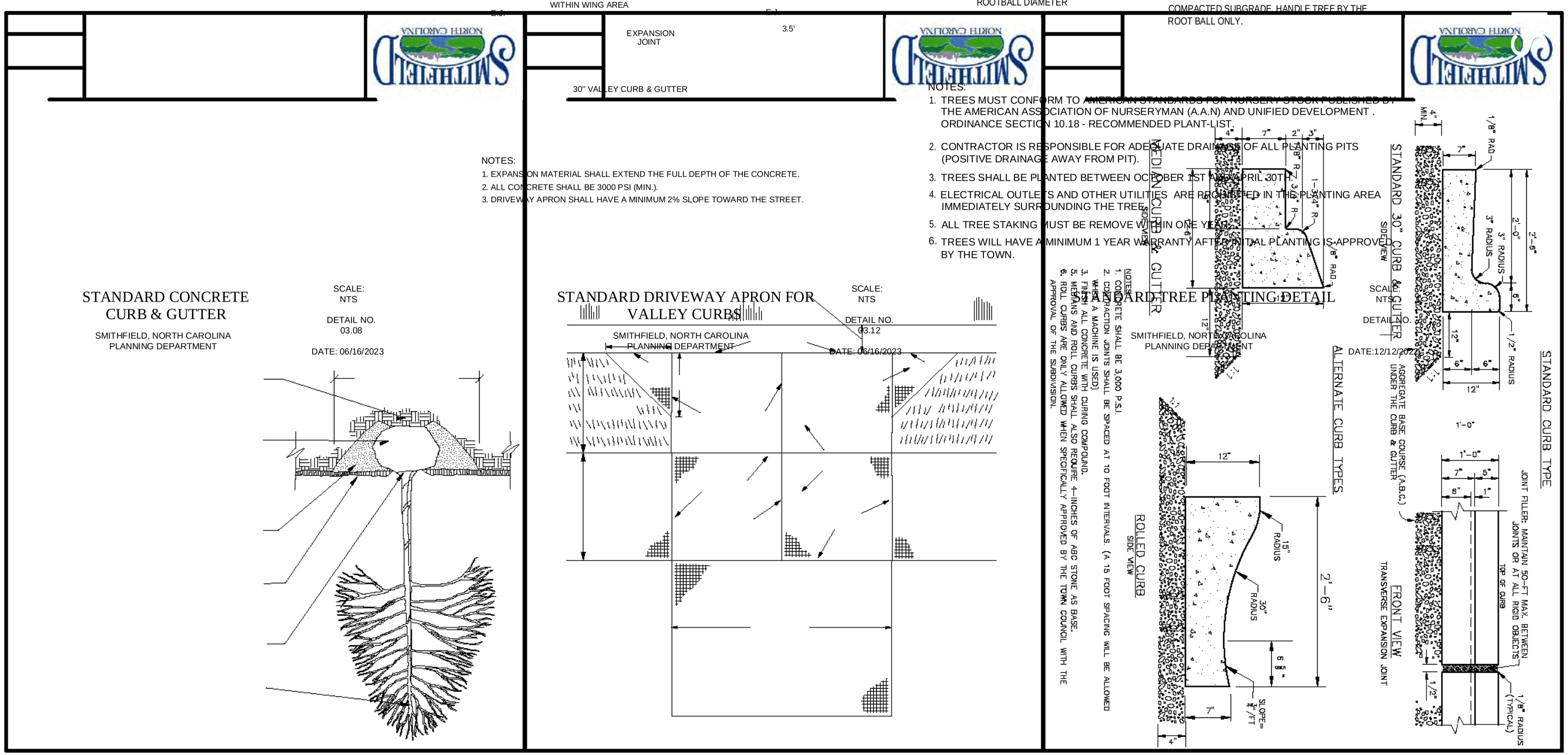
REMOVE EXCESS SOIL TO EXPOSE THE ROOT FLARE. THE ROOT FLARE SHALL BE PLANTED AT GRADE, NO HIGHER THAN 2" ABOVE GRADE, AND NEVER BELOW GRADE. TREE SHALL BE SET PLUMB

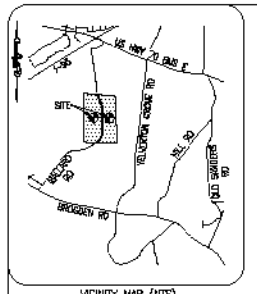
APPLY 3" AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12" BEYOND THE PLANTING PIT OR TRENCH. KEEP MULCH 3" FROM ROOT FLARE AND DO NOT CONTACT STEM.

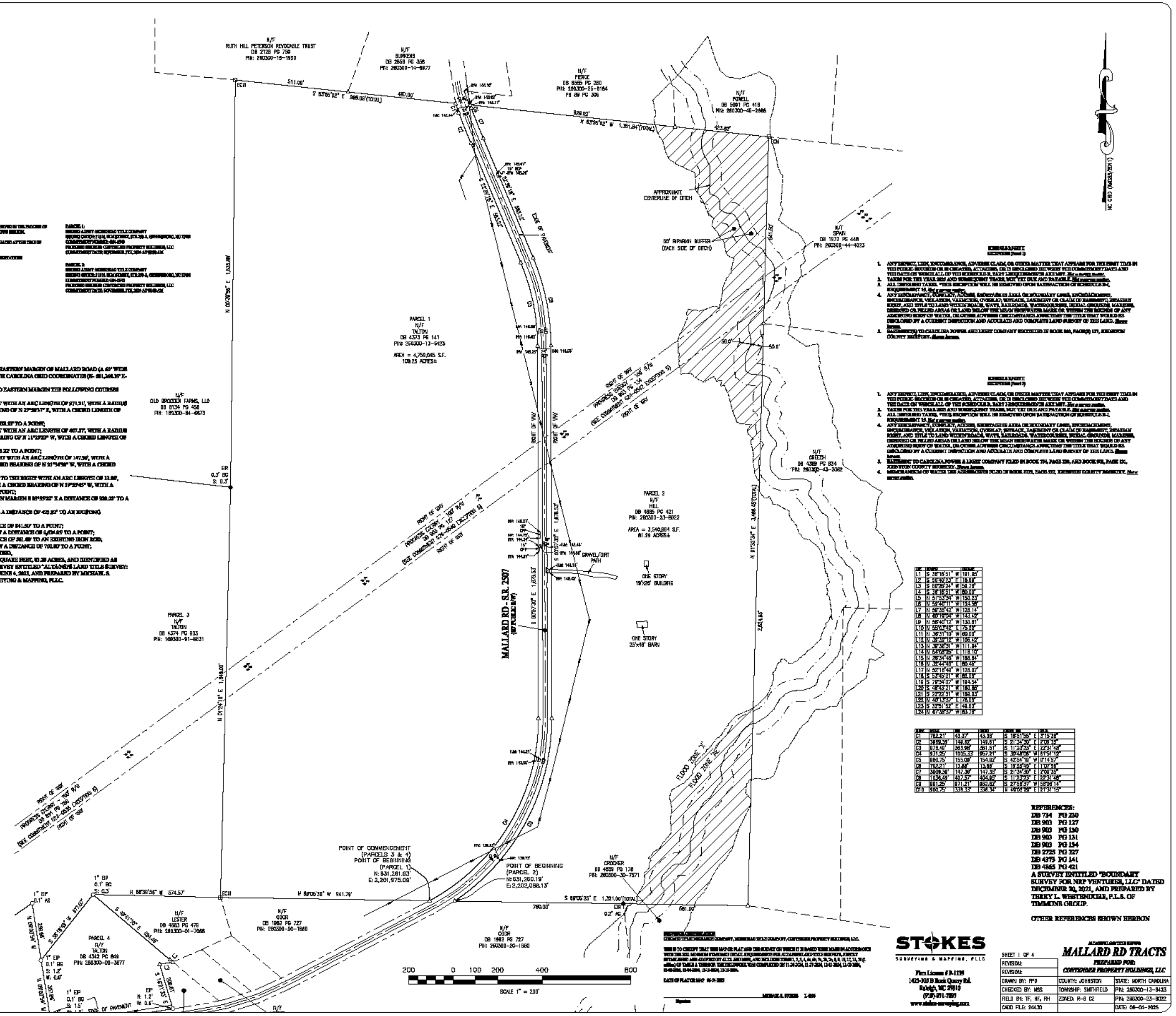
PLANTING SOIL MIX AROUND ROOT BALL. 600 CU FT OF NATIVE SOIL (IF SUITABLE FOR VIGOROUS AND HEALTHY GROWTH) OR UNSUITABLE SOIL SHALL BE AMENDED WITH 2-PARTS TOPSOIL AND 1-PART COMPOST REQUIRED PER TREE. STRUCTURAL SOIL SHALL BE USED WHEN TREES TO BE SURROUNDED BY CONCRETE WALKS, LANDSCAPE ISLANDS OR ROADS.

COMPLETELY REMOVE TOP HALF OF BURLAP, LACING STRAPS, NAILS AND WIRE BASKET AND DISCARD FROM HOLE. ALL SYNTHETIC BURLAP MUST BE REMOVED FROM SIDES OF ROOT BALL.

ROOT BALL SHALL BE PLACED DIRECTLY ON COMPACTED SUBGRADE. HANDLE TREE BY THE ROOT BALL ONLY.

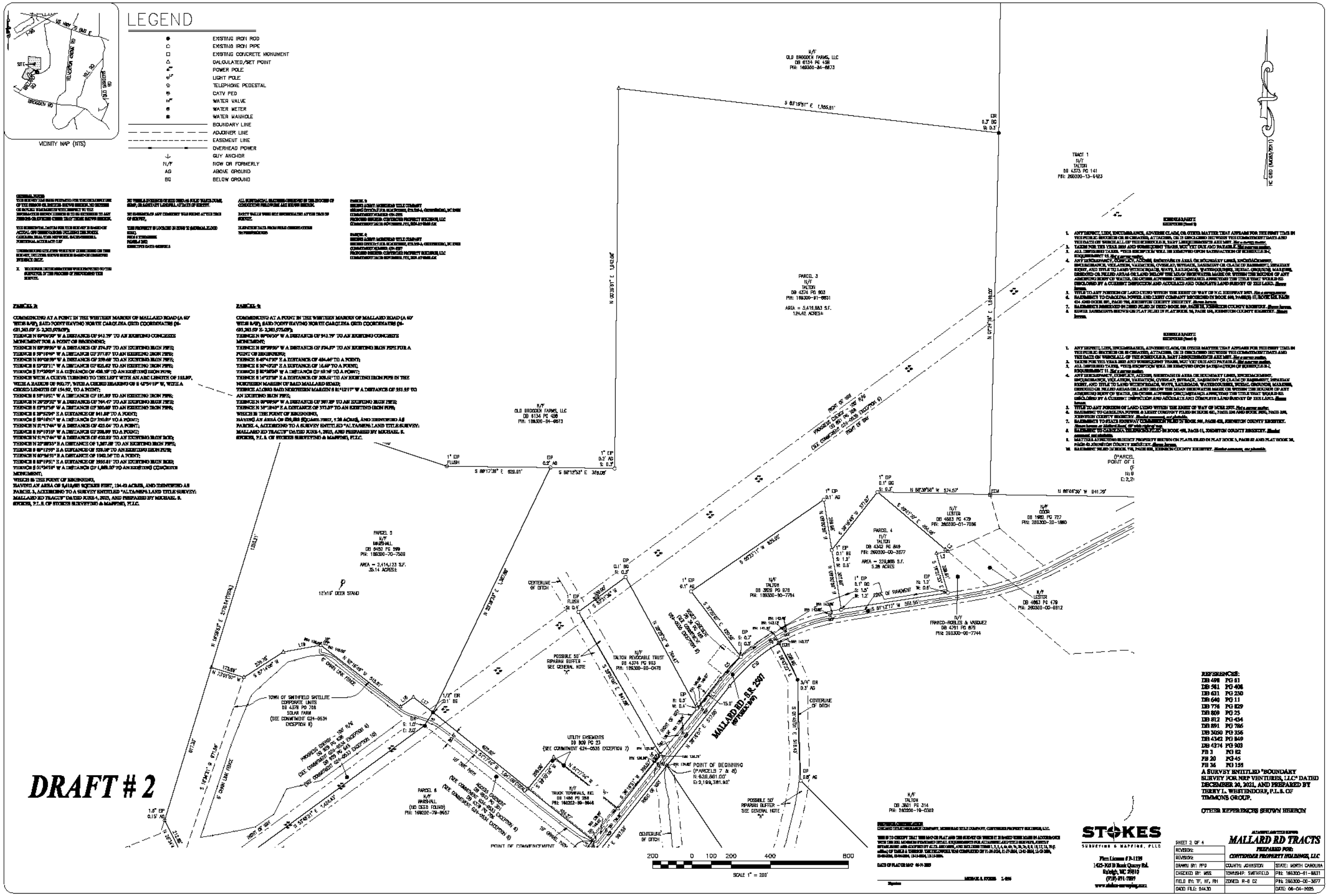




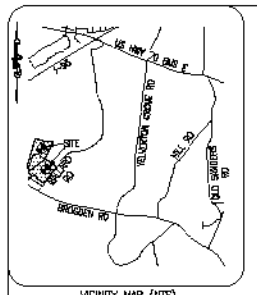


EXISTING CONDITIONS

EXISTING CONDITIONS



EXISTING CONDITIONS



VICINITY MAP (NTS)

LEGEND

- EXISTING IRON ROD
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- CALCULATED/SET POINT
- POWER POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- CATV PED
- WATER VALVE
- WATER METER
- WATER MANHOLE
- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE
- OVERHEAD POWER
- GUY ANCHOR
- N/F — NOW OR FORMERLY
- AG — ABOVE GROUND
- BG — BELOW GROUND

GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR VISUAL INSPECTION OF THE SUBJECT OR NOTED PROPERTY HEREON, NO SEARCHES OR SCORES WERE MADE WITH RESPECT TO THE INFORMATION SHOWN HEREON IN THE NO SEARCHES TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THE HORIZONTAL DATUM FOR THE SURVEY IS BASED ON ACTUAL GPS OBSERVATIONS USING THE NORTH CAROLINA REAL TIME NETWORK. RECEIVER MODEL: POSITIONAL ACCURACY: 0.02'

UNDERGROUND UTILITIES WERE NOT OBSERVED ON THE SURVEY UNLESS NOTED HEREON BASED ON OBSERVED EVIDENCE ONLY.

X. BOUNDARY INFORMATION WAS OBTAINED FROM SURVEYS OF THE PROPERTY PROVIDED THE SURVEY.

NO VISIBLE EVIDENCE OF SITE USE AS SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL AT TIME OF SURVEY.

NO EVIDENCE OF ANY CEMETERY WAS FOUND AT THE TIME OF SURVEY.

THE PROPERTY IS LOCATED IN ZONE 'X' (MINIMAL FLOOD RISK)
FIRM # 3720000300J
MODEL # 3420
EFFECTIVE DATE: 06/20/2018

ALL EQUIPMENT, MACHINERY, GREENS IN THE BOOKS OF CONCERNS PREVIOUSLY AND SHOWN HEREON.

PARTY WALLS WERE NOT OBSERVED AND AT THE TIME OF SURVEY.

ELEVATION DATA FROM FIELD OBSERVATIONS UNSUPPORTED.

PARCEL 5:
SECURED ABOVE MERCHANTS TITLE COMPANY
SECURED CERTIFICATE NUMBER: 2019-1-0
COMMITMENT NUMBER: 634-0534
PROPOSED INSURED: CONTENDER PROPERTY BUILDINGS, LLC
COMMITMENT DATE: SEPTEMBER, 7TH, 2021 AT 8:00 A.M.

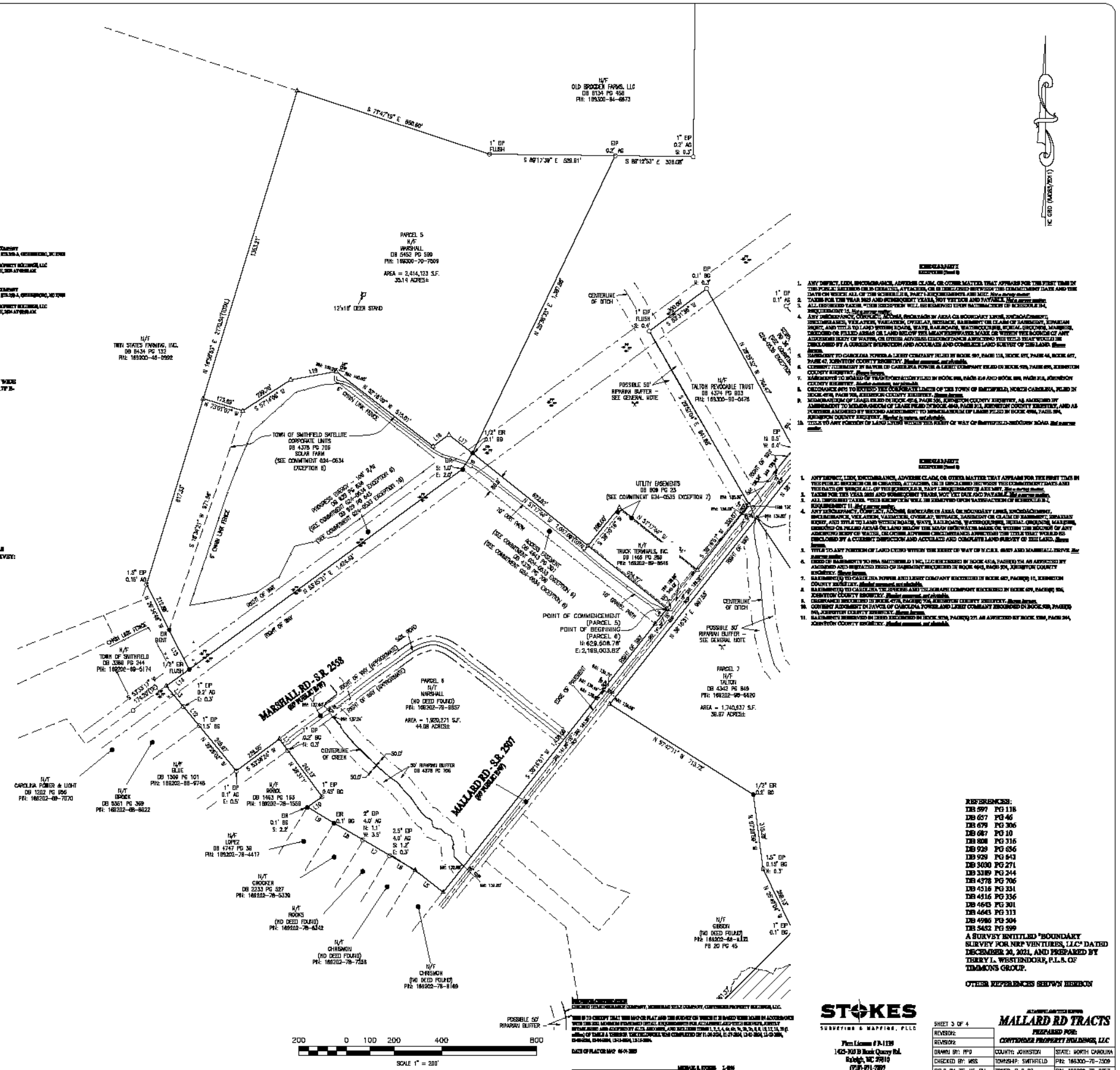
PARCEL 6:
SECURED ABOVE MERCHANTS TITLE COMPANY
SECURED CERTIFICATE NUMBER: 2019-1-0
COMMITMENT NUMBER: 634-0534
PROPOSED INSURED: CONTENDER PROPERTY BUILDINGS, LLC
COMMITMENT DATE: SEPTEMBER, 7TH, 2021 AT 8:00 A.M.

PARCEL 5:

COMMENCING AT A POINT IN THE WESTERN MARGIN OF MALLARD ROAD (A 60' WIDE R/W), SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (N: 629,508.78' E: 2,169,003.87);
THENCE N 51°17'49" W A DISTANCE OF 424.57' TO A POINT;
THENCE CONTINUE N 51°17'49" W A DISTANCE OF 622.62' TO AN EXISTING IRON ROD FOR A POINT OF BEGINNING;
THENCE N 52°16'49" W A DISTANCE OF 126.07' TO A POINT;
THENCE S 82°45'22" W A DISTANCE OF 82.39' TO A POINT;
THENCE S 29°16'49" E A DISTANCE OF 515.01' TO A POINT;
THENCE S 79°31'01" W A DISTANCE OF 194.54' TO A POINT;
THENCE S 57°14'00" W A DISTANCE OF 270.72' TO A POINT;
THENCE N 75°01'01" W A DISTANCE OF 177.69' TO A POINT;
THENCE N 19°58'55" E A DISTANCE OF 1,303.21' TO A POINT;
THENCE S 71°47'29" E A DISTANCE OF 138.55' TO AN EXISTING IRON PIPE;
THENCE S 88°17'39" E A DISTANCE OF 528.91' TO AN EXISTING IRON PIPE;
THENCE S 51°20'55" W A DISTANCE OF 1,541.89' TO AN EXISTING IRON ROD; WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 1,500,519 SQUARE FEET, 35.14 ACRES, AND IDENTIFIED AS PARCEL 5, ACCORDING TO A SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY: MALLARD RD TRACTS" DATED JUNE 4, 2021, AND PREPARED BY MICHAEL R. STOKES, P.L.S. OF STOKES SURVEYING & MAPPING, P.L.L.C.

PARCEL 6:

BEGINNING AT A POINT IN THE WESTERN MARGIN OF MALLARD ROAD (A 60' WIDE R/W), SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (N: 629,508.78' E: 2,169,003.87);
THENCE S 52°16'51" W A DISTANCE OF 80.08' TO A POINT;
THENCE S 54°10'51" W A DISTANCE OF 1,486.00' TO A POINT;
THENCE N 51°20'55" E A DISTANCE OF 1,022.57' TO A POINT;
THENCE N 50°46'11" W A DISTANCE OF 134.38' TO AN EXISTING IRON PIPE;
THENCE N 50°39'43" W A DISTANCE OF 126.14' TO AN EXISTING IRON PIPE;
THENCE N 60°13'00" W A DISTANCE OF 145.42' TO AN EXISTING IRON ROD;
THENCE N 58°46'13" W A DISTANCE OF 130.81' TO AN EXISTING IRON ROD;
THENCE N 58°23'42" E A DISTANCE OF 73.22' TO AN EXISTING IRON PIPE;
THENCE N 30°31'13" W A DISTANCE OF 241.13' TO AN EXISTING IRON PIPE;
THENCE N 30°31'13" W A DISTANCE OF 68.00' TO A POINT;
THENCE S 57°30'29" W A DISTANCE OF 213.55' TO AN EXISTING IRON PIPE;
THENCE N 30°30'51" W A DISTANCE OF 345.07' TO AN EXISTING IRON PIPE;
THENCE N 30°32'13" W A DISTANCE OF 187.42' TO AN EXISTING IRON PIPE;
THENCE N 30°29'31" W A DISTANCE OF 111.94' TO A POINT;
THENCE N 50°08'25" E A DISTANCE OF 118.97' TO AN EXISTING IRON ROD;
THENCE N 52°46'21" E A DISTANCE OF 1,424.40' TO AN EXISTING IRON ROD;
THENCE N 52°44'49" E A DISTANCE OF 60.42' TO AN EXISTING IRON ROD;
THENCE S 51°17'49" E A DISTANCE OF 622.62' TO A POINT;
THENCE CONTINUE S 51°17'49" E A DISTANCE OF 424.57' TO A POINT;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 1,520,271 SQUARE FEET, 44.08 ACRES, AND IDENTIFIED AS PARCEL 6, ACCORDING TO A SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY: MALLARD RD TRACTS" DATED JUNE 4, 2021, AND PREPARED BY MICHAEL R. STOKES, P.L.S. OF STOKES SURVEYING & MAPPING, P.L.L.C.



SCHEDULE B-SECTION II EXCEPTIONS (Parcel 5)

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I REQUIREMENTS ARE MET. *Not a survey matter.*
2. TAXES FOR THE YEAR 2021 AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. *Not a survey matter.*
3. ALL DELINQUENT TAXES, WITH INTEREST, WILL BE ENTERED UPON SATISFACTION OF SCHEDULE B-I, REQUIREMENT 11. *Not a survey matter.*
4. ANY DISCREPANCY, CONFLICT, ADVERSE, SHORTAGE IN AREA OR BOUNDARY LINES, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OVERLAP, ENCROACHMENT OR CLAIM OF EASEMENT, EMBARGO RIGHT, AND TITLE TO LAND WITHIN ROADS, WAYS, RAILROADS, WATERCOURSES, SURFACE, UNDERLYING, MARSHES, UNDERGROUND, FILLED AREAS OR LAND BELOW THE MEAN HIGH WATER MARK OR WITHIN THE BOUNDS OF ANY ADJOINING BODY OF WATER, OR OTHER ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY A CURRENT INSPECTION AND ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. *Shown hereon.*
5. TITLE TO ANY PORTION OF LAND LYING WITHIN THE RIGHT OF WAY OF N.C.S.R. (S.R.2507) AND MARSHALL DRIVE. *Not a survey matter.*
6. RIGHTS OF EASEMENTS TO NSA SMITHFIELD I NC, LLC RECORDED IN BOOK 4375, PAGE(S) 724, AS AMENDED BY AMENDED AND RESTATED DEED OF EASEMENT RECORDED IN BOOK 4843, PAGE 306, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
7. EASEMENT(S) TO CAROLINA POWER AND LIGHT COMPANY RECORDED IN BOOK 687, PAGE(S) 10, JOHNSTON COUNTY REGISTRY. *Blanket easement, not plottable.*
8. EASEMENT(S) TO CAROLINA TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 699, PAGE(S) 556, JOHNSTON COUNTY REGISTRY. *Blanket easement, not plottable.*
9. EASEMENT RECORDED IN BOOK 4778, PAGE(S) 708, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
10. CONSENT AGREEMENT IN FAVOR OF CAROLINA POWER AND LIGHT COMPANY RECORDED IN BOOK 929, PAGE(S) 543, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
11. EASEMENTS RESERVED IN DEED RECORDED IN BOOK 5030, PAGE(S) 271, AS AMENDED BY BOOK 5389, PAGE 244, JOHNSTON COUNTY REGISTRY. *Blanket easement, not plottable.*

SCHEDULE B-SECTION II EXCEPTIONS (Parcel 6)

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I REQUIREMENTS ARE MET. *Not a survey matter.*
2. TAXES FOR THE YEAR 2021 AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. *Not a survey matter.*
3. ALL DELINQUENT TAXES, WITH INTEREST, WILL BE ENTERED UPON SATISFACTION OF SCHEDULE B-I, REQUIREMENT 11. *Not a survey matter.*
4. ANY DISCREPANCY, CONFLICT, ADVERSE, SHORTAGE IN AREA OR BOUNDARY LINES, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OVERLAP, ENCROACHMENT OR CLAIM OF EASEMENT, EMBARGO RIGHT, AND TITLE TO LAND WITHIN ROADS, WAYS, RAILROADS, WATERCOURSES, SURFACE, UNDERLYING, MARSHES, UNDERGROUND, FILLED AREAS OR LAND BELOW THE MEAN HIGH WATER MARK OR WITHIN THE BOUNDS OF ANY ADJOINING BODY OF WATER, OR OTHER ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY A CURRENT INSPECTION AND ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. *Shown hereon.*
5. TITLE TO ANY PORTION OF LAND LYING WITHIN THE RIGHT OF WAY OF N.C.S.R. (S.R.2507) AND MARSHALL DRIVE. *Not a survey matter.*
6. RIGHTS OF EASEMENTS TO NSA SMITHFIELD I NC, LLC RECORDED IN BOOK 4375, PAGE(S) 724, AS AMENDED BY AMENDED AND RESTATED DEED OF EASEMENT RECORDED IN BOOK 4843, PAGE 306, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
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9. EASEMENT RECORDED IN BOOK 4778, PAGE(S) 708, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
10. CONSENT AGREEMENT IN FAVOR OF CAROLINA POWER AND LIGHT COMPANY RECORDED IN BOOK 929, PAGE(S) 543, JOHNSTON COUNTY REGISTRY. *Shown hereon.*
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REFERENCES:
DB 597 PG 118
DB 657 PG 46
DB 679 PG 306
DB 687 PG 10
DB 808 PG 316
DB 929 PG 656
DB 929 PG 543
DB 3030 PG 271
DB 3389 PG 244
DB 4378 PG 706
DB 4516 PG 331
DB 4516 PG 336
DB 4643 PG 301
DB 4643 PG 311
DB 4986 PG 504
DB 5452 PG 599
A SURVEY ENTITLED "BOUNDARY SURVEY FOR NRP VENTURES, LLC" DATED DECEMBER 20, 2021, AND PREPARED BY TERRY L. WESTENDORF, P.L.S. OF TIMMONS GROUP.

OTHER REFERENCES SHOWN HEREON

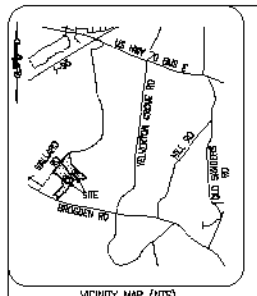
STOKES
SURVEYING & MAPPING, PLLC
Firm License # P-1139
1425-102 B Rock Quarry Rd.
Raleigh, NC 27610
(919) 971-7097
www.stokes-surveying.com

ALTA/NSPS LAND TITLE SURVEY
MALLARD RD TRACTS
PREPARED FOR:
CONTENDER PROPERTY BUILDINGS, LLC

SHEET 3 OF 4	
REVISION:	
REVISION:	
DRAWN BY: PPD	COUNTY: JOHNSTON / STATE: NORTH CAROLINA
CHECKED BY: MSS	TOWNSHIP: SMITHFIELD / PIN: 169300-70-7509
FIELD BY: TF, HF, PH	ZONED: R-8 C2 / PIN: 169202-78-8157
CADD FILE: 24430	DATE: 06-04-2025

DRAFT # 2

EXISTING CONDITIONS



VICINITY MAP (NTS)

LEGEND

- EXISTING IRON ROD
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- CALCULATED/SET POINT
- POWER POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- CATV PED
- WATER VALVE
- WATER METER
- WATER MANHOLE
- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE
- OVERHEAD POWER
- GUY ANCHOR
- R/W — ROW OR FORMERLY
- AG — ABOVE GROUND
- BG — BELOW GROUND

GENERAL NOTES
THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSE/PURPOSES OF THIS SURVEY OR SURVEYS SHOWN HEREON, NO REGARD OR RESPECT WHATSOever WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE ATTRIBUTED TO ANY PURPOSE OR PURPOSES OTHER THAN THOSE SHOWN HEREON.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON ACTUAL GPS OBSERVATIONS TAKEN ON THE NORTH CAROLINA STATE PLANE NETWORK, NAD83(2011). POSITIONAL ACCURACY: 0.07'

UNDERGROUND UTILITIES WERE NOT OBSERVED ON THIS SURVEY, UNLESS SHOWN HEREON OR OTHERWISE REFERENCED ONLY.

X. BUILDING DIMENSIONS WERE NOT OBSERVED TO THE SURVEYOR OF THE PROCESS OF PROCEEDING THE SURVEY.

NO VISIBLE EVIDENCE OF SITE USED AS SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL ATTAINS OF SURVEY.

NO BUILDINGS OR ANY CEMETERY WERE FOUND AT THE TIME OF SURVEY.

THE PROPERTY IS LOCATED IN ZONE "X" (MINIMAL FLOOD RISK) AS PER FIRM PANEL
PANEL # 3820
EFFECTIVE DATE: 06/20/2013

ALL FUNCTIONAL BUTTONS CHECKED IN THE PROCESS OF CONDUCTING THE SURVEY ARE SHOWN HEREON.

PARTY WALLS WERE NOT OBSERVED AT THE TIME OF SURVEY.

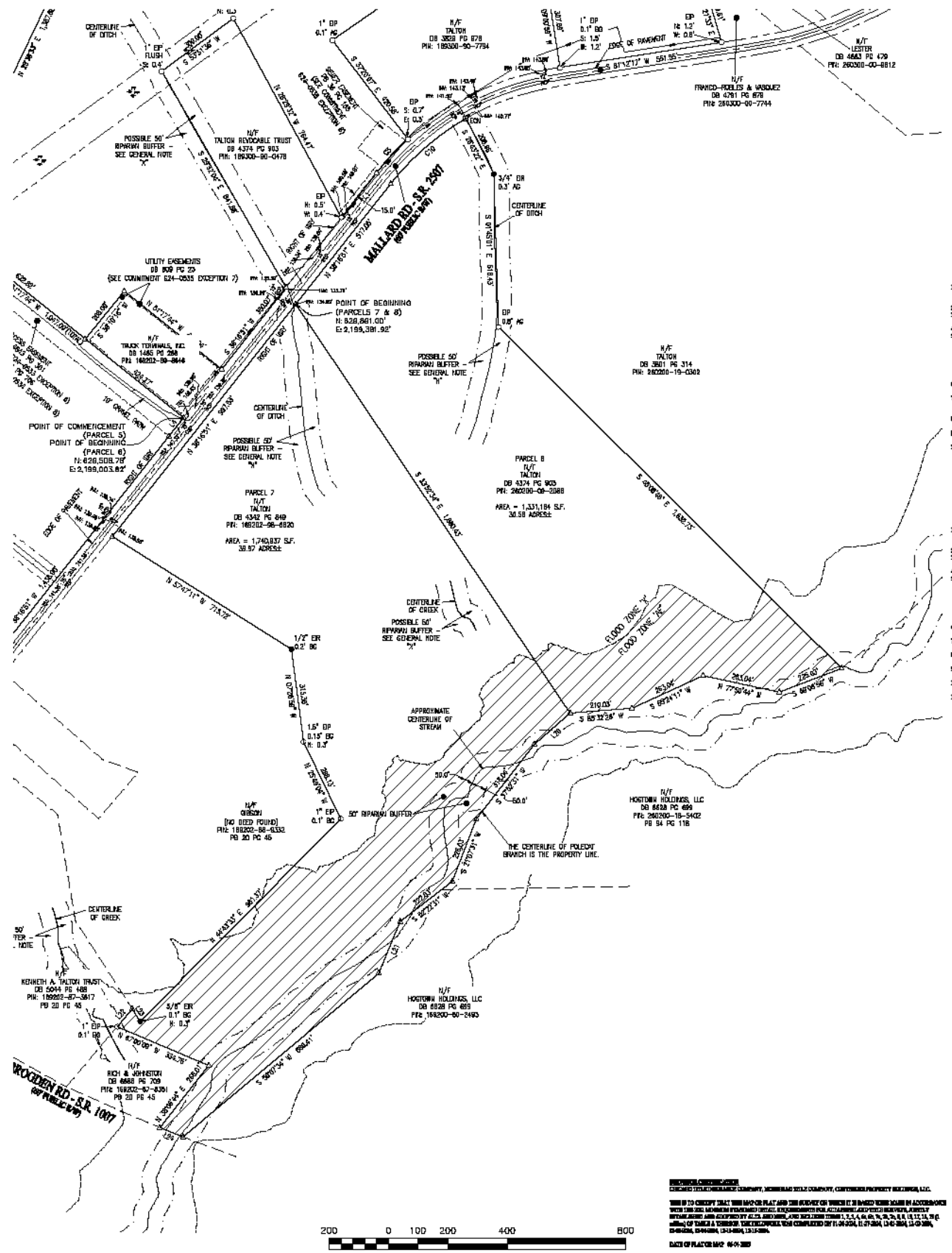
REFERENCE DATA FROM FIELD INVESTIGATION
NAD83(2011)

PARCEL 7:

BEGINNING AT A POINT IN THE EASTERN MARGIN OF MALLARD ROAD (A 60' WIDE R/W), SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (N= 658,891.85' E= 2,189,281.82');
THENCE S 85°32'54" E A DISTANCE OF 1,640.45' TO A POINT;
THENCE S 48°47'21" W A DISTANCE OF 165.85' TO A POINT;
THENCE S 27°52'31" W A DISTANCE OF 318.89' TO A POINT;
THENCE S 14°07'31" W A DISTANCE OF 206.55' TO A POINT;
THENCE S 27°22'31" W A DISTANCE OF 225.45' TO A POINT;
THENCE S 22°22'31" W A DISTANCE OF 189.80' TO A POINT;
THENCE S 50°07'34" W A DISTANCE OF 680.42' TO A POINT IN THE NORTHERN MARGIN OF BROCKDEN ROAD (A 60' WIDE R/W);
THENCE CONTINUE ALONG SAID NORTHERN MARGIN N 67°39'37" W A DISTANCE OF 63.78' TO A POINT;
THENCE LEAVING SAID NORTHERN MARGIN N 38°06'34" E A DISTANCE OF 265.81' TO A POINT;
THENCE N 67°06'55" W A DISTANCE OF 324.76' TO AN EXISTING IRON PIPE;
THENCE N 42°13'27" E A DISTANCE OF 78.59' TO A POINT;
THENCE N 32°31'32" E A DISTANCE OF 46.48' TO AN EXISTING IRON ROD;
THENCE N 46°43'35" E A DISTANCE OF 95.37' TO AN EXISTING IRON PIPE;
THENCE N 22°08'06" W A DISTANCE OF 238.12' TO AN EXISTING IRON PIPE;
THENCE N 87°36'35" W A DISTANCE OF 315.38' TO AN EXISTING IRON ROD;
THENCE N 57°47'11" W A DISTANCE OF 711.72' TO A POINT IN SAID EASTERN MARGIN;
THENCE ALONG SAID EASTERN MARGIN N 38°16'21" E A DISTANCE OF 891.55' TO A POINT;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 1,345,937 SQUARE FEET, 30.91 ACRES, AND IDENTIFIED AS PARCEL 7, ACCORDING TO A SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY: MALLARD RD TRACTS" DATED JUNE 4, 2025, AND PREPARED BY MICHAEL E. STOKES, P.L.S. OF STOKES SURVEYING & MAPPING, PLLC.

PARCEL 8:

BEGINNING AT A POINT IN THE EASTERN MARGIN OF MALLARD ROAD (A 60' WIDE R/W), SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (N= 658,804.50' E= 2,189,381.92');
THENCE CONTINUE ALONG SAID EASTERN MARGIN THE FOLLOWING COURSES AND DISTANCES:
N 38°16'21" E A DISTANCE OF 517.80' TO A POINT;
A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 128.12', WITH A RADIUS OF 968.37', WITH A CHORD BEARING OF N 42°42'25" E, WITH A CHORD LENGTH OF 336.34', TO AN EXISTING CONCRETE MONUMENT;
THENCE LEAVING SAID EASTERN MARGIN S 38°45'52" E A DISTANCE OF 308.98' TO AN EXISTING IRON ROD;
THENCE S 01°45'01" E A DISTANCE OF 316.49' TO AN EXISTING IRON PIPE;
THENCE S 42°08'48" E A DISTANCE OF 1,434.75' TO A POINT;
THENCE S 69°09'50" W A DISTANCE OF 224.80' TO A POINT;
THENCE N 79°50'44" W A DISTANCE OF 265.04' TO A POINT;
THENCE S 63°37'11" W A DISTANCE OF 258.66' TO A POINT;
THENCE S 87°37'50" W A DISTANCE OF 230.97' TO A POINT;
THENCE N 33°32'34" W A DISTANCE OF 1,606.42' TO A POINT IN SAID EASTERN MARGIN;
HAVING AN AREA OF 1,331,184 SQUARE FEET, 30.56, AND IDENTIFIED AS PARCEL 8, ACCORDING TO A SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY: MALLARD RD TRACTS" DATED JUNE 4, 2025, AND PREPARED BY MICHAEL E. STOKES, P.L.S. OF STOKES SURVEYING & MAPPING, PLLC.



REFERENCES:
DB 498 PG 61
DB 581 PG 406
DB 593 PG 42
DB 631 PG 250
DB 640 PG 11
DB 812 PG 343
DB 2977 PG 873
DB 2979 PG 653
DB 3050 PG 336
DB 4342 PG 849
DB 4374 PG 903
PB 3 PG 82
PB 30 PG 45
PB 67 PG 351
A SURVEY ENTITLED "BOUNDARY SURVEY FOR NRP VENTURES, LLC" DATED DECEMBER 30, 2021, AND PREPARED BY TERRY L. WESTENDORF, P.L.S. OF TIMMONS GROUP.

OTHER REFERENCES SHOWN HEREON

SURVEYOR CERTIFICATION
I CERTIFY TO FIDELITY NATIONAL TITLE INSURANCE COMPANY, MOSHEHRAD TITLE COMPANY, CONTINENTAL PROPERTY HOLDINGS, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6b, 7a, 7b, 8, 9, 13, 14, 16 & 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11-14-2024, 11-27-2024, 12-12-2024, 12-13-2024, 12-16-2024, 12-18-2024, 12-19-2024, 12-20-2024.

DATE OF PLAT OR MAP 06-04-2025

MICHAEL E. STOKES L-4196
Signature

STOKES
SURVEYING & MAPPING, PLLC
Firm License # P-1139
1425-102 D Rock Quarry Rd.
Raleigh, NC 27610
(919) 971-7097
www.stokes-surveying.com

ALTA/NSPS LAND TITLE SURVEY
MALLARD RD TRACTS
PREPARED FOR:
CONTINENTAL PROPERTY HOLDINGS, LLC

SHEET 4 OF 4		
REVISION1:		
REVISION2:		
DRAWN BY: PPD	COUNTY: JOHNSTON	STATE: NORTH CAROLINA
CHECKED BY: MES	TOWNSHIP: SMITHFIELD	PIN: 169202-98-8820
FIELD BY: TF, HF, PH	ZONED: R-8 C2	PIN: 260200-08-2088
CADD FILE: 24430		DATE: 06-04-2025

DRAFT # 2

Mallard Crossing Adjacent Property Owners

Name1	Name2	Address1	Address2	CityStateZip
HILL, ROBERT KENT	CROCKER, KAREN HILL	305 SKINNER RD		FOUR OAKS, NC 27524-8465
BOESE, SUVIMAL S		654 MALLARD RD		SMITHFIELD, NC 27577-7127
SPAIN, ASHLEY LEE		19 BRITISH CT		SMITHFIELD, NC 27577-9422
CREECH, AUDREY BARNES LIFE ESTATE	PARKER, TERESA CREECH REMAINDER	1363 STILL BLUFF LN		LELAND, NC 28451-6200
KENNETH A TALTON TRUST	TALTON, KENNETH A TRUSTEE	2750 HWY 96 NORTH		SELMA, NC 27576
COOR, CLYDA HILL	COOR, LAWRENCE B	130 CROW TRL		HERTFORD, NC 27944-9170
CROCKER, ZACHARY SCOTT		2430 YELVERTON GROVE RD		SMITHFIELD, NC 27577-7565
BURKENS, WALTER J		1500 EVANS ROAD		PRINCETON, NC 27569-0000
JIMMY RAY WHITLEY REVOCABLE TRUST	SYLVIA N. WHITLEY REVOCABLE TRUST	1586 YELVERTON GROVE RD		SMITHFIELD, NC 27577-7583
TEACHEY, MARIE K LIFE ESTATE	MCDANIELS, CHRISTOPHER PAUL REMAINDER	646 MALLARD RD		SMITHFIELD, NC 27577-7127
PIERCE, JOSEPH THOMAS		1312 BUFFALOE RD		GARNER, NC 27529-5017
POWELL, CLARA H LIFE ESTATE	POWELL, SPENCER E III REMAINDER	1610 YELVERTON GROVE RD		SMITHFIELD, NC 27577-7581
WHITLEY, HILDA		647 MALLARD RD		SMITHFIELD, NC 27577-7127
WILLIAM I TALTON REVOCABLE TRUST	IRENE LEE TALTON REVOCABLE TRUST	1666 MALLARD RD		SMITHFIELD, NC 27577-7137
OLD BROGDEN FARMS, LLC		6317 BAYSWATER TRL		RALEIGH, NC 27612-6608
LESTER, JASON		1500 MALLARD RD		SMITHFIELD, NC 27577-7136
RUTH HILL PETERSON REVOCABLE TRUST	PETERSON, RUTH HILL TRUSTEE	3433 BENHAM AVE		NASHVILLE, TN 37215-1503
MASSENGILL, DALTON LOUIS	MASSENGILL, MARY	1472 MALLARD RD		SMITHFIELD, NC 27577-7135
WILLIAM I TALTON FAMILY ESTATE TRUST	TALTON, IRENE LEE TRUSTEE	1666 MALLARD RD		SMITHFIELD, NC 27577-7137
MARSHALL, JULIAN BRIAN	MARSHALL, WILLIAM CORBETT	PO BOX 1482		SMITHFIELD, NC 27577-4385
TALTON, PATRICIA S		1995 HOODS CREEK DRIVE		NEW BERN, NC 28562-0000
TRUCK TERMINALS INC		1901 N NAN AVE		MARBLEHEAD, OH 43440-9799
MARSHALL INCORP		PO BOX 1482		SMITHFIELD, NC 27577-4385
TALTON, WILLIAM MICHAEL	TALTON, DEBRA E	1666 MALLARD RD		SMITHFIELD, NC 27577-0000
FRANCO-ROBLES, SERGIO	VASQUEZ, OSIRIS MARIA BELLEZA	1532 MALLARD RD		SMITHFIELD, NC 27577-7136
TWIN STATES FARMING INC			P O BOX 1352	SMITHFIELD, NC 27577-1377
MITCHELL, JAMES NELSON	MITCHELL, BRENDA C	1225 OLD SANDERS ROD		SMITHFIELD, NC 27577-0000
HOGTOWN HOLDINGS, LLC		3511 MEADOWRUN DR		DURHAM, NC 27707-6626
TOWN OF SMITHFIELD A NC MUNICI		111 S 4TH ST		SMITHFIELD, NC 27577-0000
ROBOL, MARY F ASTERITA		128 OLD MALLARD RD		SMITHFIELD, NC 27577-9453
OEHLER, PHILIP GEORGE		119 HORSESHOE RD		DAVIS, NC 28524-7020
CHRISMON, FRANK T	CHRISMON, DOROTHY	28 OLD MALLARD RD		SMITHFIELD, NC 27577-0000
MONTOYA, ARCADIO		120 LEEWAY CT		CLAYTON, NC 27520-9417
POLLARD, BETSY S		67 OLD MALLARD RD		SMITHFIELD, NC 27577-9451
BROCK, OTIS RAY LIFE ESTATE	BROCK, ELIZABETH LEIGH LIFE ESTATE	129 OLD MALLARD RD		SMITHFIELD, NC 27577-9454
CROCKER, PAMELA F		72 OLD MALLARD RD		SMITHFIELD, NC 27577-0000
ROOKS, GENE ALTON		52 OLD MALLARD RD		SMITHFIELD, NC 27577-9452
KEEN, HAROLD T	KEEN, BARBARA A	1121 BOYETTE ROAD		FOUR OAKS, NC 27524-8479
CAROLINA POWER & LIGHT			P O BOX 1551	RALEIGH, NC 27602-0000
WALKER, STEPHEN	WALKER, KRISTINA M.	2225 BROGDEN RD		SMITHFIELD, NC 27577
BTTW PROPERTIES LLC		100 QUAIL RUN		SMITHFIELD, NC 27577-9406
RODGERS, BENJAMIN JOHN	RODGERS, KATELYN ELIZABETH	2203 BROGDEN RD		SMITHFIELD, NC 27577
GIBSON, JOYCE TALTON		4215 BROGDEN RD		SMITHFIELD, NC 27577-0000
BLUE, BRENDA R.		216 OLD MALLARD RD		SMITHFIELD, NC 27577-9455
LOPEZ, MELANIE NATALI PEREYRA		90 OLD MALLARD RD		SMITHFIELD, NC 27577
GUTIERREZ, JESUS VALLE	GOMEZ, JACQUELINE BLANCO	213 OLD MALLARD RD		SMITHFIELD, NC 27577-9456
HENDERSON, MURRAY CHRISTOPHER		15 OLD MALLARD RD		SMITHFIELD, NC 27577-9451
ADKINS, IRIS T	ADKINS, STEPHEN T	2125 MALLARD RD	PO BOX 328	SMITHFIELD, NC 27577-0000
WILLIAMS, J. MARK	WILLIAMS, LANETTE M.	2466 BROGDEN RD		SMITHFIELD, NC 27577-9263
KENNETH A. TALTON TRUST	TALTON, KENNETH A. TRUSTEE	2750 NC HIGHWAY 96 N		SELMA, NC 27576-6161
RICH, LYNN M. LIFE ESTATE	JOHNSTON, KELSI MARIE REMAINDER	2457 BROGDEN RD		SMITHFIELD, NC 27577-9264

PLANNING DEPARTMENT
Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Micah Woodard, hereby certify that the property owner and adjacent property owners of the following petition, **S-25-04**, **ZA-25-02**, **RZ-25-01**, and **CZ-25-03** were notified by First Class Mail on **7/3/25** of the Public Hearing on July 15th, 2025.

Micah Woodard
Signature

Johnston County, North Carolina

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

3rd day of July, 2025

Julianne Edmonds
Notary Public Signature

Julianne Edmonds
Notary Public Name

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

JULIANNE EDMONDS NOTARY PUBLIC JOHNSTON COUNTY, N.C.

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

Consent Agenda Items

The Smithfield Town Council reconvened at its May 12, 2025 budget session on Monday, May 19, 2025 at 6:30 pm in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

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

Councilmen Absent
Sloan Stevens, District 2

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

Also Present

Administrative Staff Absent

CALL TO ORDER

Mayor Moore called the meeting to order at 6:40 pm. He made the announcement that Sloan Stevens would not be present at this meeting due to prior obligations. He also stated that Councilman David Barbour had to leave the budget meeting early at 8pm, due to a prior commitment.

FY 2025-2026 TOWN OF SMITHFIELD BUDGET DISCUSSIONS:

Changes/Additions/Deletions to General Fund Draft Budget

Parks & Recreation

Town Manager, Mike Scott reminded the Board of prior discussions whereby Councilman Lee brought up an issue with a crosswalk at the Eva Ennis Splash pad. He stated the Council also had significant discussions about the issue last year. Manager Scott stated that nothing was put in the budget, and there were no plans to make changes there, so if the Board wanted to make changes in this or in the next fiscal year budget, he wanted to be clear where everyone was at with regard to the issue.

Police Department

Manager Scott stated that Town IT personnel brought to his attention that there was a server that is failing at the Town's Police Department. He stated it is going to have to be replaced at the cost of $22,000 that he has added to the budget. He stated it used some of the additional funds that were saved as a result of the decrease in workers comp and liability insurance for the department.

The Board requested clarification regarding the state of the server at the police department. Chief Hedrick stated the department has cascading technical issues, which require IT assistance in their building at least twice a day. He said the server is tremendously slow. Councilman Travis Scott asked how old was the current server. Chief Hedrick stated some of the ones that he has looked at were almost ten years old. The recommendation is to replace servers every three to five years with all the data they have going into it. Hedrick noted he changed backup measures to a daily schedule as a precaution.

Councilman Travis Scott asked if, once replaced, would the old server be repurposed. Hedrick stated they will continue to use it until it is done.

On another topic, the mayor asked Manager Scott to speak on a document presented to the Town Council which was their written response to two issues brought up by the auditor regarding the town's FY 2023-24 financial audit. The issues were:

- The lateness of the audit submission
- Mis-stating(s) in previous budgets—brought to the auditor's attention by Town staff

Town Manager Scott explained that the Town has to send a letter to the Local Government Commission to acknowledge the issues and how they will be improved upon and resolved.

Manager's Proposed Budget

Mayor Andy Moore asked the town manager to remind the board of what personnel positions were included in the current budget, and also the salary increase percentages for staff.

Town Manager Scott stated the proposed budget had a 4% pay increase for staff. There was some discussion regarding the last raises given to employees, with Councilman David Barbour stating everyone got a 5% raise over the course of the year as a minimum. Others got more as the salary adjustment took place, with some receiving a considerable increase. He confirmed with the manager that the 4% raise proposed this budget year was for everyone.

There was some discussion about the tax rate, with manager Scott noting the Town has not changed its tax rate in over twenty years. Also, there was discussion of tax rates of neighboring towns.

Councilman Travis Scott stated the following, noting these are his observations: He acknowledged the complexity of budgeting and the many variables beyond the town's control. He noted that town revenue from taxes is only about 45-50% of total revenue. Councilman Scott expressed concern about the Council potentially cutting the budget line by line, emphasizing trust in staff's responsible budgeting. He stressed the importance of not balancing the budget on the backs of employees and advocated for paying fair wages. He highlighted the need for public safety, particularly mentioning the police department's full staffing after years of being understaffed. Councilman Scott discussed the fire department's long-standing need for additional personnel, noting the budget includes three firefighters and a fire marshal position. He referenced historical budget cuts from 2007-2009 that impacted the fire department, including the fire chief's salary reduction. He mentioned the fire inspection department now having to catch up inspections with more residents here now. Councilman Scott advocated for a balanced approach to budgeting that considers both needs and wants, with a focus on maintaining essential services and supporting employees.

Councilman John Dunn noted with regard to the large fund balance, that for several years the Town had budgeted for a fully staffed police department that they have not had until recently. He stated he felt that expense side has somewhat contributed to the large fund balance, and luckily, we do not have that deficiency anymore, and have given the police pay raises.

Mayor Andy Moore discussed several key points:

1. He acknowledged the difficulty of the budgeting process
2. He highlighted the town's recent growth, noting that while growth has been slow, it's preferable to a dying town.
3. He referenced the past when houses in South Smithfield were sitting unsold for years, contrasting it with the current situation.
4. He recognized the significant 70% increase in property evaluations as a challenging factor.
5. He expressed a commitment to trying to lower the tax rate as much as possible for citizens.
6. He suggested looking at one-time expenses that could be paid from the fund balance without impacting ongoing expenses.
7. He acknowledged Councilman Scott's concerns about staff salary
8. He was cautious about the long-term impact of recent salary increases, expressing uncertainty about how they might affect future town budgets, noting that salaries is one of the Town's biggest recurring expenses.

Councilman David Barbour asked the manager about potential budget adjustments with regard to keeping the

tax rate lower. He noted that from prior discussions he gathered that $230,000 equated to a one cent increase in the tax rate. Barbour asked if particularly the $250,000 line item for architectural plans for the town hall expansion could be potentially funded by the fund balance. Manager Scott confirmed that general fund items can be paid with fund balance, but cautioned against using too much. The Manager stated the more you take from fund balance, the more you will be forced to raise the tax rate. Manager Scott noted the already 4 million being appropriated from fund balance for street repairs and resurfacing. Manager Scott also highlighted other future items of note, including:

- A third fire station
- A person for economic development
- Additional fire fighters needed
- More police officers needed

The manager stated this was why he suggested going to a .47 cents tax rate for the proposed budget. He wants to be cautious about reducing the budget too aggressively, as it could limit the town's ability to address future needs.

Councilman Travis Scott asked the Manager for a breakdown for fund balance spending in this budget, in addition to the 4 million planned for roads. Manager Scott stated $290,000 to pay for the balance of the fire engine, and the rest was for roads. Councilman Scott asked for clarification of whether the Town was going to purchase another knuckle boom truck and street sweeper in this budget. The manager clarified that these items would be purchased with a loan. There was some discussion about where the Town's available fund balance should be, perhaps at 45%, with Manager Scott stating it was at 25% right now with what was being deducted from it. Mayor Andy Moore stated that a policy was put into place that the fund balance be around 45-47%. Councilman Dunn added this was unrestricted fund balance. The Manager agreed, and added that over the next two fiscal years the fund balance would drop due to equipment purchases and street repair work. There was some discussion regarding the County's budget discussions and tax rate. Manager Scott noted they usually propose a higher rate than where they end up, and he wanted to approach the Town's budget with the same idea while receiving public feedback. Manager Scott stated his proposed budget was for a .47 cents tax rate, but this was ultimately up to the Council.

The Manager gave the Council a few ideas to cut the budget that would put the tax rate at .42 cents; however, he noted that such cuts would significantly impact our service and operations levels.

Councilman David Barbour shared his perspective on the tax rate and its impact on taxpayers. He believes people would prefer a larger initial decrease followed by small increases in future years. He acknowledged the 70% property valuation increase as a significant shock factor for taxpayers. He argued that regardless of the tax rate adjustment, residents will still experience a substantial tax increase. Councilman Barbour suggested the council should try to minimize service impacts while finding areas to reduce expenses. He recommended delaying or absorbing smaller items in the budget to provide some relief to taxpayers. He expressed hope for future growth, believing that new residents and houses will help spread the tax burden. Barbour viewed the current growth as an opportunity to build the town without placing the entire financial burden on existing residents. He noted that this year is unique due to the 70% valuation increase, and next year will be easier for residents to absorb. Councilman Barbour suggested the Town be conservative, minimize service disruptions, and provide some tax relief while anticipating future growth.

Councilman Travis Scott asked if we modify the tax rate, how does it affect the other lines in the budget, specifically personal property.

Town Manager Mike Scott explained the revenue-neutral tax rate calculation:

1. Revenue-neutral is calculated by combining the total tax level and the growth rate, which is currently 7.7%.
2. The growth rate is not based on the number of new houses, but on the total value of real and personal property.
3. When the tax rate is lowered, property owners will pay less on personal property (like cars, boats, and campers) compared to the current .57-cent rate.
4. Most people have more value in their house than in personal property, so the tax impact will vary.
5. He noted that some property owners with significant personal property will see a reduction in their tax rate across both real and personal property.

6. Manager Scott also mentioned that there is still half a billion dollars of property under appeal, which represents over a million dollars in potential tax adjustments.

Councilman Travis Scott asked, specifically, what pieces of the budget regarding the tax rate is going to affect personal property. Town Manager Mike Scott referred him to page three of the proposed budget which listed all the revenues broken down.

Councilman Travis Scott explored the downtown tax rate reduction, noting that downtown businesses will actually receive multiple tax cuts. He pointed out they'll see a reduction from the current .57-cent town tax rate to the new proposed rate (around .45-.47 cents), plus an additional three-cent downtown rate cut. Councilman Scott was curious about the financial impact. He acknowledged that downtown businesses did not experience the same 70% property value increase as other areas. While he didn't want to dive deeply into the downtown tax rate discussion that evening, he indicated a desire to revisit the topic in the future and understand its nuances more thoroughly. Town Manager Scott stated one penny on the downtown tax rate equates to $7,000 in revenue.

Councilman Travis Scott also asked about how the payment in lieu of tax would be affected by the rate change, specifically the substation and its value. Town Manager Mike Scott stated we don't usually charge for things like substations, but we do for the water plant and those numbers have increased. He referred Councilman Scott to page four of the proposed budget to review those numbers. Councilman Travis Scott stated our whole infrastructure has value and he does not think the Town's general fund is getting a fair deal on that specific tax as it would, had this been owned by another person.

There was some discussion regarding the strength of the water sewer, electric and general funds, with Manager Scott noting the electric fund was the weakest. It was noted that the County is having a 7% increase in water rates, while the Town was not increasing water rates. Councilman Travis Scott asked why the electric fund was not suddenly stronger due to a $96,000 per month payment to Electricites for a debt going away. Town Manager Mike Scott explained that the electric utility fund has not raised rates in at least seven years, and they have been waiting for this payoff to be considered for factoring future rate adjustments. He noted that they have only increased rates based on wholesale utility cost increases passed on to them. Manager Scott was not suggesting the electric fund was unhealthy, but rather that it was not as strong as other utility funds.

Councilman John Dunn discussed the property valuation increase, noting that not all properties will be impacted equally. He referenced a previous conversation with Dr. Barbour about a $250,000 house calculation and pointed out that his own property value increased by 58%, not the full 70%. He emphasized that the 70% increase is not uniform across all properties and is significantly influenced by commercial property valuations, such as the potential massive increase in an Amazon property from farmland to a multi-million-dollar facility. Councilman Dunn stated he may be wrong, but he does not think individual residential units will be affected as much.

Manager Mike Scott made mention that the tipping fees at the solid waste facility were not going up, as a result the Town's sanitation fees should remain status quo.

There was some discussion regarding what the 3.5% proposed electricity rate increase would amount to in dollars per customer. Public Utilities Director Ted Credle stated that based on a usage of 1000 kWh, it would equate to $10 or so. The Manager stated he would get back to the Board with an accurate number. Manager Scott further suggested that if the Board wanted to manage and try to absorb cost, that it considers the sewer rate-- which is going up 9.5%. Councilman Travis Scott suggested the Town absorb some of the residential costs for customers, who only make up 24% of the electric load and some of whom are on a fixed income.

Public Utilities Director Ted Credle informed the council that the EPA recently extended the deadline for PFAs (Per- and Polyfluoroalkyl Substances) from 2029 to 2031. He plans to examine a treatment system in June in Cary as a pilot study. Credle anticipates a significant future expense of four to five million dollars to upgrade the water plant and remove PFAs from the water. He described a new treatment method that will chemically enrich and destroy the water's forever chemicals on-site, avoiding the need to ship byproducts elsewhere, which is different from current disposal methods, but would still come with cost.

Councilman David Barbour asked about the push for municipalities to get rid of the fluoride chemical in water. Credle stated that when he arrived in 2018, our previous water treatment plant superintendent had gotten rid of fluoride.

Town Manager Scott stated the 9.5% sewer increase would generate about a $435,000 increase in revenue. He also mentioned a recent law suit settlement payment for $300,000 that could also make up part of the money to reduce the impact of the upgrade, and evaluate moving forward in congruence to County rates. Credle added that the Town would get the same credits from the County as other Towns for infiltration and intrusion.

There was more discussion regarding the Town's proposed tax rate, with Councilman Scott suggestion that the Board give the manager some direction.

Councilman John Dunn expressed concern about maintaining a healthy fund balance while addressing the town's growth and future needs. He acknowledged everyone's desire for a lower tax rate but emphasized the importance of keeping sufficient funds available for upcoming projects and expenses that might not immediately generate property tax revenue. Dunn highlighted the potential infrastructure demands from new developments, such as the possible 700 new housing units near Amazon, which would require additional resources. He warned against depleting the fund balance to a point where the town cannot respond to future needs. Dunn suggested that while cutting the tax rate might seem appealing, it could limit the town's ability to manage growth and infrastructure demands. He proposed that it would be easier to lower the tax rate in future years if things go well, rather than having to increase it after cutting too deeply. He stated paying cash for roads now, but then using $350,000 in Powell Bill money the next year puts the Town back into the same shape. He said the preliminary numbers can be adjusted, but suggested waiting for more tax information.

There was some discussion regarding how many linear feet, or miles of roads could be repaired for the 4 million dollars proposed for such in the budget. Public Works Director, Lawrence Davis stated there was repaving proposed for Outlet Center Drive as well as Third Street.

Councilman David Barbour expressed agreement with the Town Manager's proposed budget at .47 cents. He suggested waiting to see feedback from the county and other municipalities to ensure the town's tax rate is comparable and reasonable. Barbour noted that in previous instances, the town has adjusted fees and rates based on comparisons with other localities. He recommended maintaining the proposed .47-cent rate and using the time before the final budget adoption to gather more information and see how other jurisdictions are handling their tax rates.

Councilman David Barbour left the meeting excused at 8:00 pm.

Mayor Moore asked if there were any further thoughts regarding the budget.

Councilman Travis Scott suggested that if the council is going to make budget cuts, they should look at all departments equally. He specifically mentioned the parks and recreation department, noting that a previous presentation indicated the town is spending more per capita on parks than Raleigh. Scott highlighted the proposed soccer complex in West Smithfield as a potential "want" rather than a "need," especially given the county is beginning to develop recreational facilities. He asked the Town Manager to provide a more balanced budget review that considers cuts across all departments, not just focusing on specific departments. Scott emphasized the desire for an equitable approach to budget reductions, if necessary.

Adjourn

Councilman Travis Scott made a motion, seconded by Councilman John Dunn to adjourn the meeting at 8:04 pm. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

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Elaine Andrews, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, June 3, 2025 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:	Councilmen Absent	Administrative Staff Present
Roger Wood, Mayor Pro-Tem	John Dunn, At-Large	Michael Scott, Town Manager
Sloan Stevens, District 2	Stephen Rabil, At-Large	Elaine Andrews, Town Clerk
Travis Scott, District 3		Ted Credle, Public Utilities Director
Dr. David Barbour, District 4		Jeremey Daughtry, Fire Chief
		Lawrence Davis, Public Works Director
		Andrew Harris, Finance Director
		Pete Hedrick, Chief of Police
		Gary Johnson, Parks & Rec Director
		Shannan Parrish, HR Director
		Stephen Wensman, Planning Director

Also Present	Administrative Staff Absent
Robert Spence, Jr., Town Attorney	

CALL TO ORDER

Mayor Moore called the meeting to order at 7:00 pm. He asked the council to rise for the invocation and remain standing for the pledge of allegiance. Before the invocation, Mayor Moore requested a moment of silence for the recent passing of Councilman Marlon Lee.

Councilman Travis Scott led the invocation, offering a prayer that reflected on Councilman Lee's impact on the community and asked for guidance in filling the void left by his passing.

Mayor Andy Moore made mention that Councilmembers Steven Rabil and John Dunn would not be in attendance of the meeting. The meeting proceeded having met quorum.

Mayor Andy Moore acknowledged the services for Councilman Marlon A. Lee over the past week as a wonderful and well deserving tribute. Mayor Moore noted that this day, June 3, 2025 was officially proclaimed as Marlon A. Lee Day in the Town of Smithfield by proclamation. He requested an amendment to the current agenda to add the proclamation officially to the record.

Councilman Mayor Pro Tem Roger Wood made a motion, seconded by Councilman David Barbour to add the proclamation to the record to be recorded in the official meeting minutes of record. Unanimously approved.

Proclamation Honoring the Life and Service of Councilman Marlon A. Lee

WHEREAS, the Town of Smithfield honors the life of Councilman Marlon A. Lee, a beloved and dedicated public servant who faithfully represented District 1, encompassing the East Smithfield community, with distinction and integrity since his election to the Town Council in December of 2013; and

WHEREAS, Councilman Lee served with unwavering commitment to justice, compassion, and the well-being of our residents, always advocating for those whose voices too often went unheard, and working tirelessly to build a more inclusive, engaged, and vibrant community; and

WHEREAS, beyond his service in government, Marlon A. Lee was a pillar of leadership in education and youth development, serving as the Athletic Director and Head Coach of

the girls' basketball team at Clayton High School, where he not only taught the fundamentals of sport, but instilled in his students the values of teamwork, discipline, and perseverance; and

WHEREAS, Marlon further extended his positive influence through his founding leadership of the *Men of Distinction* program at Clayton High School—a transformative initiative designed to nurture character, leadership, and service in young men, empowering the next generation to rise with purpose and principle; and

WHEREAS, a proud 1999 graduate of Saint Augustine's College, Marlon etched his name into collegiate history as a key leader of the 1997 CIAA Basketball Championship team, demonstrating excellence both on and off the court; and

WHEREAS, Councilman Lee embodied the highest ideals of brotherhood and service as a proud member of Kappa Alpha Psi Fraternity, Inc., through which he continued to uplift and support those around him with selfless dedication; and

WHEREAS, Councilman Lee's legacy of heartfelt service, humble leadership, and fierce advocacy for his community will endure far beyond his years, serving as a guiding light for current and future leaders of Smithfield and beyond; and

WHEREAS, Marlon will be remembered not only for his public accomplishments, but also for his deep compassion, boundless encouragement, and his sincere devotion to the "little person"—always offering a listening ear, a helping hand, and a caring heart;

WHEREAS, the Town of Smithfield hereby honors the life, service, and enduring legacy of **Councilman Marlon A. Lee**, and expresses its deepest gratitude for his remarkable contributions to our town.

NOW, THEREFORE I, M. Andy Moore do hereby recognize and honor **Marlon A. Lee**, and do hereby proclaim **June 3, 2025** as

Marlon A. Lee Day

in Smithfield, North Carolina. Let it be known that Councilman Marlon A. Lee's memory will forever be etched in the heart of Smithfield, and his example will continue to inspire us all to serve with love, courage, and purpose. We extend our heartfelt condolences to his family, friends, colleagues, and all who were touched by his life.

_____
M. Andy Moore, Mayor

APPROVAL OF AGENDA:

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman David Barbour, to approve the agenda as submitted/ amended as follows:

1. *Add proclamation for Marlon A. Lee Day*
2. *Add closed session pursuant to NC GS 143-318.11 (a)(5). Unanimously approved.*

PRESENTATIONS: ~~None~~ Proclamation – Marlon A. Lee Day – June 3, 2025

Mayor M. Andy Moore read the proclamation at the beginning of the meeting.

PUBLIC HEARING:

1. **FY 2025-2026 Budget Hearing:** In accordance with NCGS 159-12 (b), before adopting the budget ordinance, the Town Council shall hold a public hearing at which time any persons who wish to be heard on the budget may appear before the board.

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

Town Manager Mike Scott explained that the budget presentation would lay out a little about the tax rates, fees, spending and vision in the Manager's proposed budget. The Manager outline the proposed budget as follows:

Tax Rate History:
- Smithfield's tax rate has remained at .57 cents since 2003
- Current proposed tax rate is .47 cents (down from 57 cents)
- Revenue-neutral rate is .42 cents
- Smithfield has not raised its tax rates in 22 years; although costs to operate have increased over time

Property Tax Impact:
- Average property valuations increased by approximately 70%
- For a $100,000 home, annual taxes will increase from $570 to $799
- Personal property taxes (cars, boats) will decrease due to lower rate

Budget Highlights:
- General fund covers basic services like police, fire, streets, sanitation, parks
- Electric and water/sewer funds are supported by fees, not tax dollars
- Electric rates increasing 3.5% due to wholesale electricity costs increasing
- Sewer fees increasing 3.1% effective September 1st
- General Fund Balance remains above 25% per Fiscal Policy Requirements

Key Town Investments:
- Police: Two new police cars, one canine unit, one public safety aid position
- Fire Department: New fire engine, three additional firefighter positions, one fire inspector and vehicle
- Public Works: $2.5 million for street resurfacing; new street sweeper, new knuckle boom truck and two additional sanitation workers
- Parks & Recreation: Court resurfacing, new mowers; resurface the indoor splash pad
- Water Plant: Line improvements, water intake enhancements, lift station repair, AMI Nexgrid metering improvements and payment of a Vac truck balance
- Electric Department: Voltage conversion, substation improvements, delivery point One improvements, ½ Digger Derrick truck payment; wire, transformers and switches

Personnel Addition requests:
- Two sanitation workers
- One public safety aid
- Three firefighters
- One fire inspector
- One utility department line locator

Manager Scott noted that the budget maintains the fund balance at above 25% and includes no new debt. The Manager further highlighted how proposed increases in cost would affect the average utility customer in dollar amounts. He noted that Town residents will still save on Town of Smithfield's electric rate compared to Duke Energy Progress, by about $15.70 for 1,000 kWh of electricity.

Potential Future Issues Identified by Town Manager Mike Scott:
1. Managing Growth
   - Expansion east of I-95
   - Extending utilities to new areas

2. Storm Water Management
   - Preparing for potential hurricane impacts
   - Continued flood mitigation efforts

3. Street Repairs and Resurfacing
   - Ongoing need for road maintenance
   - Currently allocating $2.5 million for street work

4. Fire Station Needs
   - Evaluating staff and equipment requirements
   - Potential need for additional fire stations
   - Ensuring adequate coverage with growing population

5. Parks and Recreation
   - Maintaining and expanding walking paths
   - Ongoing costs for creating and maintaining recreational spaces

6. Sanitary Sewer Allocation
   - Managing capacity for existing and new customers
   - Expansion--identifying and procuring land needed to support Town growth

7. Facility Expansion
   - Current town hall offices are at capacity
   - Public works building is outdated
   - Need to identify and acquire additional land/facilities

8. Personnel Needs
   - Providing competitive pay and benefits
   - Retaining skilled workers
   - Preventing loss of employees to other communities

9. Long-term Infrastructure Improvements
   - Voltage conversion
   - Substation upgrades
   - Water and sewer line enhancements

The manager emphasized these issues require strategic planning and ongoing investment to support Smithfield's growth.

Town Manager Mike Scott discussed the town's tax history, emphasizing Smithfield's consistent approach to taxation. He highlighted that the tax rate has remained unchanged at .57 cents since 2003, with the current proposal reducing it to .47 cents. Manager Scott explained that property tax revenues have increased annually due to growth, not rate changes. He detailed the sales tax distribution process, noting that Johnston County pools all sales taxes and distributes them based on property values, which benefits Smithfield's revenue. The manager presented charts showing steady increases in both property and sales tax revenues. Town Manager Scott broke down the general fund expenditures, revealing that public safety (police and fire departments) consumes about 43% of the budget. He pointed out that the town's debt is remarkably low at just 2% of the budget, which allows them to maintain services without frequent tax increases. The presentation included a comprehensive view of fund balances across different departments, showing the electric, general, and water/sewer funds' financial health. Manager Scott emphasized the town's fiscal responsibility, highlighting how they manage to provide extensive services while keeping tax rates low. He stressed that Smithfield is likely to be one of the most affordable places to live in Johnston County, offering numerous services despite being a relatively small town. The manager also spoke regarding various loan debts that would come off the books, making the debt ratio a lot better in the water and sewer funds. Town Manager Scott asked if there were any questions from the Council and stated he would entertain any public feedback as well.

> *A copy of the Manager's proposed Fiscal Year 2025-26 Budget book is on file as part of the official records in the office of the Town Clerk.*

Mayor Moore asked if there was anyone present who wished to speak regarding the budget.

Angela Williams, a former resident of District One and relative of Councilman Marlon Lee, began by expressing gratitude to the council for their support during Councilman Marlon Lee's funeral. She specifically thanked several council members and town officials for their loyalty and assistance during this difficult time. Williams then shifted her focus to the budget, noting the $70,000 allocated for the Sarah Yard Center. She requested that the council consider investing some of those funds specifically in memory of Marlon Lee for the center this year. She suggested potentially rotating the budget to extend a percentage from the Aquatic Center to support the Sarah Yard Center, recognizing the growing population in District One. She highlighted the community's growth, mentioning developments like Amazon, and stated that while immediate full funding might not be feasible, the council could explore ways to incrementally support the center. Williams emphasized the importance of supporting the Sarah Yard Center, particularly in a growing area with limited current resources. Her comments were rooted in a promise she made to Marlon Lee to support District One and the community, and she saw this budget discussion as an opportunity to honor his memory and continue his work of supporting local community resources.

Sonny Howard of Woodlawn Drive in Smithfield asked why would the Town need to hire a line locator, and why 811 locate service would not come into play. The Manager stated when citizens call 811, it is the Town's employees who go out and locate the lines, and not a separate entity. The Manager stated we are creating a paid position to do that, so that we don't have to use employees who are doing other things.

Tamara Barbour of 35 Bear Oak Drive, Smithfield, spoke regarding tax payments. She inquired about the possibility of working with the county to establish an online monthly payment option. Her goal was to help residents who struggle to pay their entire tax bill at once or who currently must physically visit the Tax Office to make payments. She suggested creating a more convenient payment method that would allow people to spread out their tax payments online throughout the year.

Richard Butner of 106 Cobblestone Court, Smithfield expressed concern about the town's resource allocation in response to growth. He noted that while the town had recently added a significant number of police officers to meet growing needs, the fire department's request for 17 new firefighters was only partially met, with the town approving just two positions. Butner emphasized that the fire chief, as a public safety professional, had identified a critical need for 17 new firefighters, but the budget constraints resulted in only 20% of that request being fulfilled. He viewed this as a validation of his ongoing concerns about the town outgrowing its resources. Butner argued that while the town manager's job focuses on budgeting, the fire chief's expertise in public safety should carry significant weight. He wanted to go on record expressing his worry that the town is not adequately preparing for its growth by fully supporting the fire department's staffing needs.

Edward Barfield of 219 North Fourth Street, Smithfield asked how many days per week does the Public Safety Aid work. Manager Scott stated this would be a 40 hour per week position, sometimes on the weekends. Barfield stated there were a lot of things taking place where by people were breaking the law on his street, and hopefully the added position would help out a lot. He also commended and appreciated the drain work being done on North Fourth Street, noting it's been "a long time coming."

Councilman Travis Scott discussed the electric fund, referencing a meeting with Electricities from years ago when the Town acquired a significant debt. He noted this debt is set to be paid off in July 2025, which will save the town $96,000 monthly, translating to over a million dollars annually. Councilman Scott emphasized the importance of minimizing rate impacts on residents, particularly those with high electricity usage or on fixed incomes. He highlighted that residential customers only represent 20% of the electric load, with commercial customers comprising the majority. Councilman Scott proposed considering removing the proposed 3.5% rate increase for residential customers, given the upcoming debt payment savings. He suggested the town could adjust the capital improvement plan to accommodate this reduction. Councilman Scott argued that when Electricities met with towns, they promised options once the debt was paid off. He stressed the need to consider the impact on end-users, especially given rising costs in other areas like property taxes and homeowner insurance. Councilman Scott wanted to ensure that the town's growth and infrastructure improvements didn't disproportionately burden residential customers.

Councilman Travis Scott reflected on budget workshops and the priorities discussed, focusing specifically on Councilman Marlon Lee. He highlighted a project Lee was passionate about that was not initially included in the budget: a crosswalk connecting the splash pad to the Sarah Yard Center. Scott acknowledged the citizens' comments about Sarah Yard Center improvements but emphasized that the crosswalk was Lee's specific concern. While recognizing the challenge of budgeting for such a project without a precise cost estimate, Councilman Scott stressed the importance of addressing this safety issue. He noted that Lee was deeply committed to children's safety and wanted to ensure this project was not overlooked. Councilman Travis Scott viewed the budget discussion as the appropriate time to raise this matter, wanting to honor Lee's passion and commitment to community safety. He suggested that the crosswalk was a critical project that should not be forgotten, emphasizing Lee's dedication to improving safety for children in the community.

Manager Mike Scott noted that there was $10,000 in the proposed general fund budget to address the crosswalk concerns, which was a change from the draft budget.

Mayor Andy Moore added that this public hearing on the budget was just part of the process by NC General Statutes. The process is not over and there was still some consideration regarding the tax rate. Moore continued, stating that it was his hope that the Town could get the tax rate lower than the proposed .47 cents. Mayor Andy Moore passionately argued that Smithfield's current growth is a positive development, contrasting it with the town's stagnant period 8-10 years ago when properties sat unsold. He stated that a growing town is better than a dying one, acknowledging that growth brings challenges like increased property taxes. Mayor Moore encouraged citizens to reach out with any input as the process continues to work to get the tax rate and utility rates in the budget where they need to be.

Councilman David Barbour acknowledged that the 47% tax rate is separate from electric rates. He expressed interest in exploring the potential impact of reducing electric rates, similar to Councilman Scott's suggestion. Barbour noted that while District Four residents pay more for electricity through Duke Progress, he wants to understand how rate adjustments might help other town residents. He recognized the multiple financial pressures residents face, mentioning recent property tax increases. Barbour emphasized the council's desire to reduce the burden on citizens while still maintaining necessary services and preparing for future needs. Barbour highlighted that compared to other communities, Smithfield appears to be taking a serious approach to mitigating the impact of property value increases. He suggested carefully examining the potential for electric rate reductions to try to reduce financial impact, even if the tax rate could not be lowered.

> *Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Wood to close the public hearing. Unanimous.*

Councilman Travis Scott inquired about upcoming budget discussions. Mayor Andy Moore indicated they had discussed having additional meetings but had not yet set a specific date. Town Manager Mike Scott then mentioned that each department has worked to lower their budget percentage, aiming for a $700,000 reduction. He stated he has spreadsheets with these details and can provide them to the council. Councilman Scott expressed interest in reviewing this additional data before moving forward. He noted that in previous budget workshops, he didn't feel the initial reduction list was a fair representation from each department. He believed the current approach seemed balanced, with a .10 cent rate reduction, but he would like to see what more could be presented. Mayor Andy Moore confirmed with the Town Manager that he would distribute the additional budget reduction information to the council members.

CITIZEN'S COMMENTS:

Mayor Andy Moore asked if there was anyone wishing to speak during the citizen's comments portion of the meeting.

Tamara Barbour 35 Bear Oak Drive, Smithfield, NC addressed the Council. She stated she promised Marlon Lee she would support District One. Ms. Barbour requested information regarding the Town's governing policies. She asked where citizens can find specific policies and procedures for the Smithfield Town Council. She expressed a desire for transparency in accessing the council's operational and guidelines. Councilman Travis Scott directed Barbour to the Town's charter on the Muni code website, which could be found online. Barbour expressed her deep connection to East Smithfield, describing it as more than just a location, but her home and the home of her family. She emphasized her investment in ensuring District One continues to have strong, compassionate, and effective representation. Barbour highlighted Councilman Lee's legacy as more than just a public servant, but as a tireless advocate for the needs of East Smithfield. She detailed his work with seniors and youth, his engagement with local schools and community organizations, and his unwavering commitment to equity and opportunity for underserved residents. She stressed the importance of the process to fill the vacant council seat, stating it must be carried out with fairness, transparency, and inclusivity. Barbour urged the council to honor the public trust and democratic engagement by selecting an individual who is not only qualified but deeply connected to and understanding of East Smithfield. Her comments were a passionate plea to ensure that the selection process reflects the principles of equity and representation that Marlon Lee embodied. She emphasized that the decision should remember and truly represent the people of East Smithfield and District One, keeping alive the spirit and values of Councilman Lee's dedicated service.

Omar McKnight of 1511 Old Goldsboro Road, Smithfield spoke on behalf of Marlon Lee. He expressed deep sadness about Lee's passing. McKnight also inquired about the plan to address the open council seat and requested understanding of the process for community involvement in selecting a replacement. He emphasized the need to ensure

the next candidate meets community standards and honors Lee's legacy, and offered willingness to help fill the community's void if an opportunity exists.

Mayor Andy Moore addressed the process of filling the vacant council seat with transparency and respect. He acknowledged that this situation is unprecedented for Smithfield, as they have never had a council member pass away, while in office. Moore emphasized that he personally spoke with Ms. Lee and committed to not discussing the seat formally until after the funeral, out of respect for Councilman Lee and his family. He assured the community that the council will carefully consider and understand their options within the guidelines of North Carolina general statutes and the town charter. The mayor committed to a transparent process, promising to publicize their approach through multiple channels, including social media and the town website. He acknowledged that while the process may not make everyone happy, the council will seek input and carefully consider candidates. Mayor Moore stated he welcomed suggestions from the community and encouraged interested parties to reach out to council members directly. He stressed that there is no specific timeline for filling the seat, but the council will work diligently to find the right representative. Mayor Moore confirmed with certainty that the replacement must be someone from District One. He reiterated that the process would move forward after the funeral with respect to the family.

Councilman Travis Scott expressed deep gratitude for the community's presence and acknowledged the difficulty of replacing Councilman Lee. He emphasized the unprecedented nature of losing a council member in office and stressed the importance of transparency. Councilman Scott shared that he and Lee had many personal conversations about community concerns. He proposed a process for filling the seat that would involve:

- Encouraging interested parties to prepare and contact the clerk
- Allowing potential candidates to get familiar with town operations
- Creating an opportunity for candidates to be interviewed by a committee of citizens

Drawing from his own experience, Councilman Scott recommended that potential candidates attend meetings, study resources like the NC League of Municipalities, and thoroughly prepare themselves. He highlighted the importance of understanding local government procedures. Councilman Scott passionately stated he would not be part of any process that was not fair and transparent, even going so far as to say he would submit his resignation if the process was not conducted properly. He viewed this as a critical moment to honor Lee's memory and commitment to the community. He also raised the issue of council compensation, noting the significant time and effort required to serve effectively.

> *Councilman Travis Scott made a motion, seconded by Councilman Sloan Stevens that Councilman Marlon Lee's salary for twelve months be equally divided between his two children, and for reimbursement or waiver of his burial plot fees, provided these gestures are acceptable to the family and are legal. Unanimously approved.*

There was some discussion regarding the motion, with Mayor Moore stating this was a good idea, although he questioned the legality, and solicited input from the Town's attorney. Attorney Bob Spence stated this sounded like an emolument, which the Town needs to be careful about. Upon further discussion among the Board, Councilman Travis Scott requested that his motion be allowed to stand with the consensus of the Board that it be contingent and granted where legally appropriate, and if accepted by the family. Councilman Travis Scott thanked the Board for considering this small token for Councilman Marlon Lee's memory.

Councilman Travis Scott requested that the public hearing be re-opened so that others who wished to speak in reflection of Councilman Marlon Lee's memory be allowed to do so.

> *Councilman David Barbour made a motion, to reopen Citizen's Comments. It was the consensus of the Mayor and Town Council to allow citizens to have time for more comments at the meeting.*

Richard Butner, resident, made comments appreciating Marlon Lee and referencing his positive impacts. He noted he would like to see someone appointed to the seat with Lee's same values.

Wanda Groves of 35 Towbridge Drive honored Lee as a good friend. She asked if the street Marlon lived on could be named for him, or if a sign could be dedicated in honor of Marlon Lee Day as a reminder. She wanted clarification on what it meant to have a Marlon Lee Day in the Town of Smithfield, other than it being noted as such at the Board meeting.

Mayor Moore stated that this was a day he proclaimed to recognize Marlon Lee for everything he has done by Proclamation. Councilman Sloan Stevens added that he and the Board are still processing everything right now, but

they welcome ideas to memorialize Councilman Lee to possibly review and consider at future meetings on a later date.

Tamara Barbour of 35 Bear Oak Drive spoke, stating that Marlon Lee was a servant. She wanted to focus on service for Marlon Lee Day each year to memorialize and realize his legacy and how much service he offered to this county.

Alissa Bizzell of 510 S Vermont Street spoke to Marlon Lee's absence on the Board and in the community. She stated that she wished to continue with Marlon's annual events he created, starting with the Juneteenth celebration. She asked the Board to consider assistance with funds in remembrance of Lee, noting that Marlon sometimes came out of his personal pocket to help put on community events. She stated she would be reaching out for help as a promise to Councilman Lee.

Janet Faison, resident, who lives on the corner of Fuller and Durham Streets spoke regarding Councilman Marlon Lee. She stated she wanted to speak on behalf of the many senior citizens Councilman Lee assisted in the community, and how he will be missed.

Omar McKnight of 1511 Old Goldsboro Rd, Smithfield came forward to comment on how much Councilman Lee meant to him. He made mention of his annual Father's Day Cookout he is hosting at Smith Collins Park, inspired by Lee. He paid tribute to Councilman Lee's dedication and hard work as being a hero in the community.

Crystal Watson of Clayton, NC spoke referencing having grown up with Councilman Lee and the village that raised them. She stated he will be missed by the kids, and encouraged others to come together to advocate for the kids in the community—not letting them be forgotten.

CONSENT AGENDA:

Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Wood, to approve the following items as listed on the Consent Agenda. Unanimously approved:

1. Approval of Minutes:
March 24, 2025 – Budget Session
March 24, 2025 - Closed Session

2. **Consideration and Request for approval for Budget Amendments:** Budget amendments are often required during the fiscal year to balance the budget ordinance due to estimated revenues and appropriations not known during the budgeting process. All budget changes can be accomplished using dollars appropriated in the fiscal year 2024-2025 budget. This amendment is to comply with NC General Statutes and meet budgetary requirements.

AMENDMENT TO BUDGET ORDINANCE

TOWN OF SMITHFIELD

BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina, that the following amendment is made to the budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the Water and Sewer Capital Project Fund, the appropriations are to be changed as follows:

See Attachment A

All expenditures in the Capital Project Funds has been appropriated by Town Council and funds need to be properly transferred to the appropriate budget line items to meet statutory budget requirements.

Section 2: Copies of the budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 3rd day of June 2025 by the Smithfield Town Council.

_____
M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Attachment A

Acct #	Description	Decrease	Increase
Revenues:			
			-
Expenditures:			
45-75-3870-3870-0303	Transfer WSF (I&I S &W Smithfield)	-	186,225
45-75-3870-3870-0304	Transfer WSF (Lift Station Repair)	-	22,100
45-75-3870-3870-0306	Transfer WSF (AMI)	58,325	-
45-75-3870-3870-0309	Transfer WSF (East Smth)	150,000	-
45-75-3870-3870-0310	Transfer WSF (Water Line Upgrades)	-	4,000
45-75-3870-3870-0317	Transfer WSF (South Smth)	4,000	-

Check:	Decrease	Increase
Revenues	-	-
Expenditures	212,325	212,325
Totals	(212,325)	(212,325)
Check Figure		-

3. **Consideration and request for approval for award of contract to Hazen & Sawyer in the amount of $71,201 for evaluating raw water intake:** Increased upstream development in the Neuse River basin has led to more organic matter and sand in the Town's raw water intake. While screening helps, sand continues to cause frequent pump damage and repairs. The Town proposes to explore options to reduce sand intake and protect the water plant's equipment.

4. **Special Event – Sud Stop Car Wash Grand Opening**: Sud Stop Car Wash would like to hold their grand opening at 100 Smithfield Crossing. They will have amplified sound on June 14th between 11:00 am and 1:00 pm. They will have a 10'x10' tent displayed and iHeartRadio radio station present. The applicant has been informed that feather flags aren't permitted. No security is needed and no food or alcohol will be sold.

5. **Special Event – Bulldog Harley-Davidson Bikini Contest:** Bulldog Harley-Davidson is requesting to hold a bikini contest at 1043 Outlet Center Drive on June 7th, 2025. This event will run from 11:00am-4:00pm and it will have amplified sound between 12:00 pm and 3:00 pm. Gent's Bounty BBQ food truck will be on-site selling food. Two beers will be
given away to customers age 21 and older.

6. **Special Event – Bulldog Harley-Davidson Bike Night:** Bulldog Harley-Davidson is requesting to hold Bike Night at 1043 Outlet Center Drive on June 12th, 2025. This event will run from 5:00pm-8:00pm and it will have amplified sound during the same times. Smash Masters food truck will be on-site selling food. Two beers will be given away to customers age 21 and older.

7. **Special Event – Bulldog Harley-Davidson Classic Car and Motorcycle cruising event:** Bulldog Harley-Davidson is requesting to hold a classic car and motorcycle cruising event at 1043 Outlet Center Drive on June 14th, 2025. This event will run from 11:00 am to 4:00 pm and it will have amplified sound. Island Flavour food truck will be on-site selling food. Two beers will be given away to customers age 21 and older.

8. **Special Event – Bulldog Harley-Davidson Ride into Summer event:** Bulldog Harley-Davidson is requesting to hold a Ride into Summer event at 1043 Outlet Center Drive on June 21st, 2025. This event will run from 11:00 am to 4:00 pm. Carolina Fish Fry food truck will be on-site selling food. Two beers will be given away to customers age 21 and older.

9. **Special Event – Bulldog Harley Davidson Slots, Steer and Sounds Event:** Bulldog Harley-Davidson is requesting to hold Slots, Steer and Sounds event at 1043 Outlet Center Drive on June 21st, 2025. This event will run from 11:00 am to 4:00 pm. Flippin Wings food truck will be on-site selling food. Two beers will be given away to customers age 21 and older.

10. **New Hire 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:

Position	Department	Budget Line
Police Officer (1 position)	Police	10-20-5100-5100-0200
Police Officer – SRO	Police	10-20-5100-5100-0200
Public Works Crew Leader (Streets)	PW – Streets	10-30-5600-5100-0200
Asst. Aquatics Supervisor	SRAC	10-60-6220-5100-0200
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 2024-2025 Budget.

Position	Department	Budget Line	Rate of Pay
Assistant Town Manager	General Government	10-10-4100-5100-0200 30-71-7220-5100-0200 31-72-7230-5100-0200	$68.27/hr. ($142,001.60/yr.)
Street Maintenance Worker	PW – Streets	10-30-5600-5100-0200	$17.65/hr. ($36,712.00/yr.)
PT – Facility Maintenance Worker (7)	PW – Appearance	10-60-5500-5100-0200	$17.00/hr.
Administrative Support Specialists	Parks and Recreation	10-60-6200-5100-0200	$23.83/hr. ($49,566.40/yr.)
PT – SRAC Staff (7)	SRAC	10-60-6220-5100-0210	$12.00/hr.
PT – SRAC Instructor (2)	SRAC	10-60-6220-5100-0230	$15.00/hr.
PT – SRAC Aquatics (2)	SRAC	10-60-6220-5100-0200	$10.00/hr.
Electric Line Technician	PU – Electric	31-72-7230-5100-0200	$27.80/hr. ($57,824.00/yr.)

BUSINESS ITEMS:

1. **Consideration and request for approval for the Third Street Resurfacing Project:** The Public Works Department has sent out an RFP to resurfacing vendors for the resurfacing of South Third Street starting from the 200 Block of S. Third Street and E. Johnston Street through to Highway 301 South. Bid estimates will be presented to the council upon all packages received.

   Public Works Director, Lawrence Davis addressed the council. He presented the bids received for the Third Street Resurfacing Project. He reported that Daniels Inc. of Garner had submitted the lowest bid. Mr. Davis recommended awarding the contract to Daniels Inc., noting their satisfactory work on previous town projects, such as the Town Hall parking lot.

Councilman Travis Scott inquired about potential underground repairs that might be needed before resurfacing. Davis explained--noting the pipes were old, that they couldn't determine the condition of underground pipes without excavation. He stated there were no known structural issues that would warrant repairs at this time.

Councilman Sloan Stevens asked for confirmation that all bids were based on the same specifications, which Davis confirmed.

Motion made by Councilman David Barbour to approve Daniels Inc. of Garner's contract for the Third Street Resurfacing Project. Seconded by Mayor Pro Tem Roger Wood. Motion carried unanimously.

2. **Consideration and request for approval for the purchase of electric material for the JCC Parking Lot:** Johnston Community College (JCC) is upgrading its front parking lot this summer, including new lighting with 95 LED poles. The Town provides the area lighting, and will handle the replacement. Although plans were to buy materials after July 1, 2025, JCC needs the work done before classes start in late August. To stay on track, the Town must order materials now, at the cost of $226,493. This will allow time for installation before paving begins.

Public Utilities Director Ted Credle presented a request to purchase electrical materials for the Johnston Community College (JCC) parking lot lighting project. He explained that JCC was renovating their parking lots and needed new lighting installed before the fall semester.

Mr. Credle detailed the scope of the project, which included 95 bases and poles, and 152 lights. The total cost of the materials was $226,492.92. He explained that this was part of a lease lighting program where the town provides and maintains the lighting, and JCC pays a monthly fee.

Councilman Roger Wood asked for clarification on why the town provides lighting for the college. Mr. Credle explained that it was part of a long-standing lease lighting program, with JCC paying a monthly fee of about $8,900 for the service.

Councilman Travis Scott inquired about the return on investment, which Mr. Credle estimated to be just over two years.

Motion made by Mayor Pro Tem Roger Wood to approve the request for the purchase of electric material for the JCC parking lot. Seconded by Councilman Sloan Stevens. Motion carried unanimously.

3. **FY 2025-2026 Budget Discussions**

Due to the absence of two council members, Mayor Andy Moore directed the Town Clerk to send out *a Doodle Poll* survey to Board members in order to pick the date and time for the next budget session. It was the consensus of the Board to solicit a response from all members, while waiting for the Town Manager to provide additional data as requested earlier in the meeting.

Councilmember's Comments

Councilman David Barbour addressed the earlier question from Ms. Barbour about council procedures. He explained that all elected officials are required to attend mandatory workshops on how to run meetings and follow proper procedures. These courses are offered through the League of Municipalities and the School of Government.

Town Manager's Report

Town Manager Mike Scott provided brief updates on ongoing projects and upcoming events:

1. He announced that resurfacing work on Outlet Center Drive would begin on June 8th, which might cause some traffic slowdowns.
2. He reminded everyone that the Juneteenth celebration was scheduled for Saturday, June 21st, at the Sarah Yard Center.
3. He announced the final River Jam concert of the season, featuring the band Liquid Pleasure, would be held on June 20th at the amphitheater.

Closed Session Pursuant to N.C. GS 143-318.11 (a)(6) & (a)(5)

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman David Barbour to go into closed session pursuant to N.C.GS 143-318.11 (a)(6) & (a)(5). Unanimously approved at 9:05 pm.

Adjourn

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman David Barbour to go back into open session at approximately 10:02 pm. Unanimously approved.

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman David Barbour to adjourn the meeting at approximately 10:04 pm. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Request for Town Council Action

Consent Agenda Item:	**Surplus Property**
Date:	08/05/2025

Subject: Surplus Property
Department: Various Departments
Presented by: Various Department Heads
Presentation: Consent Agenda Item

Issue Statement

Various Town Departments are requesting to have vehicles and equipment declared as surplus property. The vehicles and equipment can be auctioned on Govdeals.com, thus removing them from the Town's inventory.

Financial Impact

Unknown. Sales of all items will increase revenues.

Action Needed

Approval of Resolution No. 780 (19-2025) declaring items listed as surplus property and authorizing the sale of said property at public auction.

Recommendation

Staff recommends the items listed on the resolution be declared surplus property and allow them to be auctioned on GovDeals.com

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 780 (19-2025)

Staff Report

Consent Agenda Item | **Surplus Property**

Staff is requesting the following items be declared surplus property thus allowing them to be sold at the online Public Auction site, GovDeals.com.

Dept.	Vin/Ser.#	Description
IT Dept	Various	1 Galaxy All in One PC
IT Dept	Various	10 PCs
IT Dept	Various	4 Laptops
IT Dept	Various	1 HP Printer/Scanner
IT Dept	Various	7 Network Switches
IT Dept	Various	7 Monitors
IT Dept	Various	9 Cisco Telephones
IT Dept	Various	2 Credit Card Processors
IT Dept	Various	Box of AC Power cords
PU – Water Plant	P1-3154445	Cummins Powered Generator
PU – Water Plant	1FDNF20L04ED45575	2004 Ford F250 Truck
PU – Water Sewer	OLY00000ENGF01032	2005 Olympian Generator model G20F3
PU – Water Sewer	1FTBF2A63BEA91664	2011 Ford F250 Truck
PU – Water Sewer	A3900078	Scag Mower 61” STHM-23CV
PU – Water Sewer	OLY00000VNPT00299	2003 Olympian Standby-Generator
PU – Cust Svc	1FTYR10D99PA11052	2009 Ford Ranger Truck
PU – Cust Svc	1FTYR10U87PA96995	2007 Ford Ranger Truck
Planning Department	2B3KA43VX9H597267	2009 Dodge Charger Sedan
Police Department	1FM5K8AT9GGC73216	2016 Ford Explorer SUV

TOWN OF SMITHFIELD RESOLUTION NO. 780 (19-2025)
AUTHORIZING THE SALE OF CERTAIN
PERSONAL PROPERTY AT PUBLIC AUCTION

WHEREAS, the Town Council of the Town of Smithfield desires to dispose of certain surplus property of the Town in accordance with NC GS 160A-270; and

WHEREAS, the Town Council of the Town of Smithfield desires to utilize the auction services of a public electronic auction service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

1. The following described property is hereby declared to be surplus to the needs of the Town:

Dept.	Vin/Ser.#	Description
IT Dept	Various	1 Galaxy All in One PC
IT Dept	Various	10 PCs
IT Dept	Various	4 Laptops
IT Dept	Various	1 HP Printer/Scanner
IT Dept	Various	7 Network Switches
IT Dept	Various	7 Monitors
IT Dept	Various	9 Cisco Telephones
IT Dept	Various	2 Credit Card Processors
IT Dept	Various	Box of AC Power cords
PU – Water Plant	P1-3154445	Cummins Powered Generator
PU – Water Plant	1FDNF20L04ED45575	2004 Ford F250 Truck
PU – Water Sewer	OLY00000ENGF01032	2005 Olympian Generator model G20F3
PU – Water Sewer	1FTBF2A63BEA91664	2011 Ford F250 Truck
PU – Water Sewer	A3900078	Scag Mower 61” STHM-23CV
PU – Water Sewer	OLY00000VNPT00299	2003 Olympian Standby-Generator
PU – Cust Svc	1FTYR10D99PA11052	2009 Ford Ranger Truck
PU – Cust Svc	1FTYR10U87PA96995	2007 Ford Ranger Truck
Planning Department	2B3KA43VX9H597267	2009 Dodge Charger Sedan
Police Department	1FM5K8AT9GGC73216	2016 Ford Explorer SUV

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.

3. The public electronic auction will be held beginning no earlier than August 15, 2025.

4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at **www.govdeals.com**. Citizens wanting to bid on property may do so at **www.govdeals.com**. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.

5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website **www.smithfield-nc.com.**

6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this the 5th day of August, 2025.

_____
M. Andy Moore, Mayor

ATTEST:

_____
Elaine Andrews, Town Clerk

Request for Town Council Action

Consent Agenda Item:	**Inter-local Agreement for Fire Protection**
Date:	08/05/2025

Subject:	Inter-local Agreement for Fire Service with Johnston County
Department:	Fire Department
Presented by:	Fire Chief - Jeremey Daughtry
Presentation:	Consent Agenda Item

Issue Statement

The Smithfield Fire Department is seeking consideration to authorize the approval of the 2025-2026 Inter-local Agreement for Fire Service with Johnston County. The Smithfield Fire Department provides service in the unincorporated areas around the Town of Smithfield. This agreement is renewed for the provision of service and collection of Rural Fire Tax and the Johnston County Fire Service Supplemental Funding Matrix.

Financial Impact

If not approved the Town will collect neither the Rural Fire Tax nor the Johnston County Fire Service Supplemental Funding Matrix funds. Also, Mutual-Aid from other Departments will not be provided when needed.

Action Needed

To approve the Fire Protection Contract for a period not to exceed one year. Signed by the Mayor and Clerk

Recommendation

The Fire department recommends approval of this contract

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Letter from Johnston County Fire Marshal – Travis Johnson
3. Interlocal Agreement for provision of Fire Protection Services
4. Aid Agreement for Fire Protection
5. Medical Responder Agreement
6. Rescue Services Agreement
7. Cardiac Arrest Agreement

Staff Report

Consent Agenda Item: Inter-local Agreement for Fire Protection

The Interlocal Agreement for Provision of Fire Protection Services is a contract between the Town of Smithfield and Johnston County to provide fire protection services within the Smithfield Fire District. This agreement also authorizes the use of mutual aid to be received and given within Johnston County. This agreement will allow the Town of Smithfield to receive fire tax funds collected by Johnston County within the Smithfield Fire District along with the Johnston County Fire Service Supplemental Funding Matrix funds.

JOHNSTON COUNTY EMERGENCY SERVICES
RYAN PARKER | EMERGENCY SERVICES DIRECTOR
2875 US HWY 70 BUS E | PO BOX 530 | SMITHFIELD, NC 27577 | PHONE: (919) 989-5050 | FAX: (919) 989-5052

June 30, 2025

Town of Smithfield Fire Department
111 S. Fourth St.
Smithfield, NC 27577

Dear Chief Daughtry:

The changes outlined below have been made to our fire service contract for the dates of July 1, 2025 to June 30, 2026. **The current contract will expire on June 30, 2025, coinciding with the execution of this new contract.**

Summary of Changes to 2025-2026 Fire Protection Contract

- Throughout – Updated 2024-2025 to 2025-2026 as appropriate.
- Section 4 - Language was edited to reflect changes where the funds appropriated for this agreement shall align with the amounts specified in the annual County Budget Ordinance. Payments for services rendered under this agreement will be made on a monthly basis, in accordance with the budgeted allocations and payment schedule outlined in the adopted ordinance.

NOTE: Interlocal/Municipal Contract items may be numbered differently, but the changes are the same.

Enclosed, you will find two copies of your 2025-2026 fire contract for your department's approval signatures. Please examine this document and notify me immediately if there are any questions or discrepancies. The following actions are required of your agency

1. Sign Page 7 of the contract document as designated for approval (two signatures).
2. **Return the signed documents to our office once signed.**

Once approved with all signatures, one of the original signed documents will be returned to you. Again, if you have any questions, please do not hesitate to call me.

Sincerely,

Travis Johnson

Travis Johnson
Fire Division Chief/Fire Marshal

Enclosures

JOHNSTON COUNTY EMERGENCY SERVICES
RYAN PARKER | EMERGENCY SERVICES DIRECTOR
2875 US HWY 70 BUS E | PO BOX 530 | SMITHFIELD, NC 27577 | PHONE: (919) 989-5050 | FAX: (919) 989-5052

NORTH CAROLINA
JOHNSTON COUNTY

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2025, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the ***Town of Smithfield,*** a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town" or "Contractor";

WHEREAS, the Town and the County are authorized pursuant to N.C. General Statute § 160A-460, *et seq.*, to enter into an interlocal agreement; and

WHEREAS, the Town and the County wish to enter into such an agreement by which the County will assess and collect a special fire tax and the Town will provide certain fire protection services as described herein.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits and will collect said fire tax on an ad valorem basis on property within the **Smithfield Rural** Fire Insurance District (hereinafter the "District").

2) The Town shall submit in writing to the Johnston County Fire Marshal an adopted budget approved by the Town by the established deadline each year.

3) "Fire Department" as used herein refers to the Town, acting by and through its Fire Department.

4) The County agrees to pay Fire Department for services provided under this Agreement from fire service tax district funds in an amount as determined by the annual County Budget Ordinance, which for 2025-2026 is **$590,859.88**. All County funds are subject to the requirements of this Agreement and policies and procedures as may be set forth by the Johnston County Finance Office. Payments shall be made in equal monthly installments payable on the 15th day of each month..

5) Fire Protection Service District (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used exclusively for fire department operations to provide fire protection and emergency services in the District, whether within or outside the Town's corporate boundaries, and other areas of response as dispatched and to meet the standards established by this Agreement.

6) The Fire Department will furnish fire protection and related emergency services pursuant to the standards set forth by the North Carolina Department of Insurance, County, and all other pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Insurance District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 19 of this Agreement. The Fire Department shall furnish said fire protection without charge

to all persons and property located in the District in an efficient and competent manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.

a. The Fire Department shall provide fire protection and related emergency services from the following location(s); having been inspected by the North Carolina Office of State Marshal and determined to meet or exceed the minimum requirements for a rated and certified district:
    i. Station 1
        1. 111 S. Fourth St., Smithfield, NC 27577
    ii. Station 2
        1. 1200 W. Market St., Smithfield, NC 27577

7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of $5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.

8) If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be aid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold any and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:

   a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
   b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of $1,000,000.00 per occurrence, $1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
   c. Business Auto Policy: Coverage with minimum limits of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
   d. Management or Directors and Officers Liability: Coverage with minimum limits of $1,000,000.00 per claim and $2,000,000.00 aggregate.
   e. Umbrella Liability: Coverage with a minimum limit of $1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and $1,000,000.00 aggregate.
   f. County as an Additional Insured: County of Johnston shall be named as an additional insured on all policies of insurance required hereunder. Fire Department shall furnish County a certificate of insurance annually.
   g. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
   h. Nothing contained herein shall be construed as a waiver of immunity by the County.

10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.

11) The Fire Department shall use reporting software supplied by Johnston County. The following information is required to be reported in the reporting software to be used for compiling reports: 1. Incident; 2. Staff; 3. Hydrants Testing and Maintenance; 4. Training. Fire Incident Reports shall be completed, utilizing the software provided by County, by the 10th day of the month showing completion of the reports for the previous month. The Fire Department shall keep all reports and records on site at Contractor's principal place of business for at least five years from the creation date. All mandatory State and County reports and rosters shall be submitted to the appropriate authority by the requested deadline.

12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).

13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

In areas where the fire district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department within whose district the incident occurs.

14) The Fire Department shall obtain a criminal history record check of applicants to and current members of Fire Department in accordance with N.C.G.S. Sect 143B-943 and applicable North Carolina law, as may be amended from time to time.

15) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:

a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.

b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or where significant injury or death occurs related to the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge shall request assistance from the Johnston County Fire Marshal's Division.

c. The Fire Department shall keep all records on site for minimum period of five (5) years. These records include all those "Records and Documents" required to be maintained in order to meet and/or retain 9S classification, as published in that memo entitled "Requirements to Meet the 9S Rating for Initial Certification/Re-Inspection of Fire Departments in North Carolina," or any superseding memorandum or directive, published by the Office of the State Fire Marshal. All State and County required reports and rosters shall be submitted by the requested deadlines.

d. The Fire Department shall adopt a standard operating guideline that addresses the number of firefighters required on all types of fire calls. A current, valid copy of the Contractor's guideline shall be kept on file with the Johnston County Fire Marshal. The Fire Department shall place at least four (4) personnel on the scene to operate at least one (1) pumper on all structure fire calls.

e. The Fire Department shall have the minimum standard training requirements, as established by the State of North Carolina, for providing fire, rescue, and emergency management services. The Fire Department shall maintain training levels in accordance with National Incident Management System (NIMS) directives.

f. The Fire Department shall participate in at least two (2) or more county wide mutual aid trainings each year.

g. The Fire Department shall develop a pre-fire incident survey and update it annually for all commercial buildings within the Fire Protection Service District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, as well as hazardous, institutional, and assembly occupancies. The Fire Department agrees to cooperate with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Johnston County Fire Marshal or his designee shall assist the Fire Department in developing

pre-fire incident surveys for buildings within the Johnston County Fire Marshal's fire code enforcement service area.

h. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. The Fire Department shall conduct fire hydrant testing and maintenance on not less than an annual basis. Testing shall ensure that every wet and dry fire hydrant in the Fire Protection Service District is flushed and checked for accessibility, functionality, visibility, and operation. Records of fire hydrant tests and maintenance conducted by the Fire Department shall be completed and maintained in compliance with the North Carolina Rating System.

i. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.

j. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.

k. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.

l. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts. The Fire Department shall follow the procedure outlined in the Johnston County Fire Service Station Location Request Policy. The policy is attached as Exhibit 2 of this contract.

m. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
Aid Agreement for Fire Protection	A
Medical Services	B
Rescue Services	C
Cardiac Arrest Assistance Agreement	

16) This agreement shall become effective the first day of July 2025, and remain in effect until June 30, 2025, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 18 hereof.

17) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.

18) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.

19) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.

20) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.

21) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.

22) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

23) RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the party of the Fire Department to the County that may arise under the law or under the terms of this Agreement.

24) IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL. By signing this agreement Contractor certifies that as of the date of execution they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Contractor shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than $1,000 with any company or business that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

25) E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

26) NOTICES: All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO FIRE DEPARTMENT: Town of Smithfield Fire Department
111 S Fourth Street
Smithfield, NC 27576
Attn: Fire Chief

TO COUNTY: Johnston County Emergency Services
Post Office Box 530 (mail)
2875 US-70 BUS (physical)
Smithfield, North Carolina 27577
Attn: Johnston County Fire Marshal

With copy to: County of Johnston
Post Office Box 1049 (mail)
Courthouse 206-B
207 E. Johnston Street (physical)
Smithfield, North Carolina 27577
Attn: County Attorney

27) Either party to this Contract may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and **Town of Smithfield** has caused this instrument to be signed in its name by its Mayor, attested by its Clerk, all by the authorization of their respective Boards duly given.

Johnston County Board of County Commissioners

By: _____
Chairman: R.S. (Butch) Lawter, Jr.

Attest:

_____
Clerk

Town of Smithfield

By: _____
Mayor

Attest:

_____
Clerk

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

By: _____
J. Chad McLamb, Finance Officer

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

This Aid Agreement for Fire Protection ("Agreement") is made and entered into this the 1st day of July, 2025 by and between the Town of Benson, Town of Clayton, Town of Selma, Town of Smithfield, and Town of Zebulon, all municipal corporations and the 50-210 Community Fire Department, Inc., Antioch Fire Department, Incorporated, Bentonville Volunteer Fire Department, Inc., Bethany Rural Fire Department of Johnston County, Inc., Blackman's Crossroads Volunteer Fire Department, Inc., Brogden Rural Fire Department, Inc., Cleveland Fire Department, Incorporated, Corinth-Holder Volunteer Fire Department, Inc., Elevation Fire Department, Incorporated, Four Oaks Volunteer Fire Department, Inc., Kenly Volunteer Fire Department, Inc., Meadow Volunteer Fire Department, Inc., Micro Volunteer Fire Department, Inc.,, Inc., Newton Grove Fire & Rescue, Inc., North Side Fire & Rescue Inc., Oakland Volunteer Fire Department, Inc., Pine Level Volunteer Fire Department, Inc., Princeton Volunteer Fire Department, Incorporated, Strickland Crossroads Fire Department, Incorporated, West Johnston Fire Department, Incorporated, Wilson's Mills Fire and Rescue Department, all corporations existing under the laws of the State of North Carolina.

WITNESSETH:

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having be codified as Section 58-83-1 of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder, natural disaster, or other emergency, any of which demand fire services to a degree beyond the existing capabilities of either party.

WHEREAS, it is deemed to be in the public interest for parties hereto to enter into an agreement for aid assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate fire protection;

AID AGREEMENT FOR FIRE PROTECTION

WHEREAS, by action of the governing bodies creating and supporting aforesaid fire departments, this agreement for mutual and reciprocal aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and between and among the parties hereto, it is hereby agreed as follows:

1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder, natural disaster, or other emergency, the chief of either fire department shall have the implicit authority, upon notification of one of the parties to the other that such an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.
2) It shall be the responsibility of the chief of the fire department of the responding party to ensure that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3) Each party to this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
4) The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any disorder, holocaust, conflagration, natural disaster, or other emergency due to firefighter and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5) The party who requests aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
6) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance;

however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.

7) Upon receipt of a request for assistance by the officer of the fire department from the requesting party, and upon a determination by the officer of the fire department of the responding party that the request be honored without impairing the capacity to provide fire protection within its own jurisdiction, the officer of the responding fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he/she deems appropriate. Such response shall remain solely the decision of the officer of the fire department of the responding party. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the officer of the fire department of either party, such dispatch would not impose upon his/her own respective community a serious impairment to the fire defenses and fire protection.

8) The fire chief, officer-in-charge, or incident commander of the fire department in whose community or fire district where the emergency exists should in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations.

9) Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.

10) When fire department personnel are sent to respond to a request for aid pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under worker's compensation laws, which they have in their normal service area shall be also enjoyed by them outside their normal service area when said personnel are acting within the scope of their authority or in the course of their employment and pursuant to the terms of this agreement until completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water along with qualified interior firefighters or most appropriate resource as requested.

IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Smithfield - Smithfield Fire Department

_____
President

ATTEST:

_____
Secretary

JOHNSTON COUNTY EMERGENCY SERVICES
RYAN PARKER | EMERGENCY SERVICES DIRECTOR
2875 US HWY 70 BUS E | PO BOX 530 | SMITHFIELD, NC 27577 | PHONE: (919) 989-5050 | FAX: (919) 989-5052

APPENDIX B

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

WHEREAS, Johnston County and all emergency medical providers desire to promote better medical care for its constituency; and,

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the Fire Department Based Medical First Response Program have been approved by the Johnston County Emergency Services Department for that purpose;

THEREFORE, let it be resolved that ***Smithfield Fire Department – Town of Smithfield*** agrees to become a participating party in the Johnston County Fire Department Based Medical First Response Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
B. The Fire Department will operate at the Johnston County First Responder, NC EMR or NC EMT certification level, as approved by the Johnston County EMS System per the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
C. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____	_____
DIRECTOR JOHNSTON CO. EMERGENCY SERVICES	PRESIDENT/MAYOR/MANAGER/CHIEF FIRE DEPARTMENT

JOHNSTON COUNTY EMERGENCY SERVICES
RYAN PARKER | EMERGENCY SERVICES DIRECTOR
2875 US HWY 70 BUS E | PO BOX 530 | SMITHFIELD, NC 27577 | PHONE: (919) 989-5050 | FAX: (919) 989-5052

APPENDIX C

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

WHEREAS, Johnston County and the Johnston County Fire Departments desire to provide and promote the highest level of emergency services possible for Johnston County; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that ***Smithfield Fire Department – Town of Smithfield*** agrees to become a participating party in the program(s) indicated below:

[X] EXTRICATION SERVICES PROVIDER
[ ] LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[ ] MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[X] HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[ ] WATER RESCUE – DIVE RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[X] WATER RESCUE – SURFACE WATER RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[ ] WATER RESCUE – SWIFTWATER RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)

[ ] Confined Space Rescue (as outlined by N.C. Assoc. Of Rescue and EMS)
[ ] High Angle Rescue (as outlined by N.C. Assoc. Of Rescue and EMS)
[ ] Trench Rescue (as outlined by N.C. Assoc. Of Rescue and EMS)

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____	_____
DIRECTOR JOHNSTON CO. EMERGENCY SERVICES	PRESIDENT/MAYOR/MANAGER/CHIEF FIRE DEPARTMENT

JOHNSTON COUNTY EMERGENCY SERVICES
RYAN PARKER | EMERGENCY SERVICES DIRECTOR
2875 US HWY 70 BUS E | PO BOX 530 | SMITHFIELD, NC 27577 | PHONE: (919) 989-5050 | FAX: (919) 989-5052

NORTH CAROLINA
JOHNSTON COUNTY

CARDIAC ARREST ASSISTANCE AGREEMENT

WHEREAS, Johnston County and all emergency service providers desire to promote better care for its constituency; and,

WHEREAS, that in cases of cardiac arrest, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that ***Smithfield Fire Department – Town of Smithfield*** agrees to be dispatched to and to provide personnel for assistance with management of cardiac arrest emergencies.

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will maintain the necessary equipment to provide this service.

B. The Fire Department will ensure that members involved are properly trained and certified to provide this service, specifically including certification in providing cardio-pulmonary resuscitation.

C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

D. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____	_____
DIRECTOR JOHNSTON CO. EMERGENCY SERVICES	PRESIDENT/MAYOR/MANAGER/CHIEF FIRE DEPARTMENT

Request for Town Council Action

Consent Agenda Item:	Traffic Grant
Date:	08/05/2025

Subject: GHSP Traffic Grant
Department: Police Department
Presented by: Police Chief - Pete Hedrick
Presentation: Consent Agenda Item

Issue Statement

The police department is requesting to submit to the Governors Highway Safety Program (GHSP) to create a one officer traffic safety team within the police department. The grant will not be awarded until October 2025. The grant is a three-year grant. This grant would cover personal expenses and equipment expenses for the one officer.

Financial Impact

The Grant will pay 85% of the cost for the first year, 70% of the cost for the second year and 50% of the cost for the third year.

Action Needed

It is requested that this issue be discussed by the Town Council and the Council approve the police department's grant application to the Governors Highway Safety program to create a traffic safety officer.

Recommendation

It is requested this issue be discussed by the Town Council and the Council approve the police department's grant application to the Governors Highway Safety program to create a traffic safety team.

Approved: ☑ Town Manager ☐ Town Attorney

Attachment:

1. Staff Report

The grant will cover all personnel expenses and equipment expenses for the one officer traffic safety team. This includes vehicles, vehicle equipment, radios, video cameras, officer salary and benefits, the officer's equipment, potential salary increases during the grant period, fuel and radar unit. The town match amounts for the grant are 15% for year 1, 30% for year 2 and 50% for year 3. Equipment purchases are all included in year one and not spread over the 3-year period.

It is estimated the year one grant would be $178,590.00. The match amount for the Town would be $26,788.00 with the grant funding covering $151,802.00. In year 2, the grant amount would be $105.090.00 with the town's match amount being $31,527.00. The grant funding would cover $73,563.00. Year 3 the amount would be $105,090.00, the town amount would be $52,545.00 and the grant would fund $52,545.00. Following year three of the grant, all equipment becomes the property of the town, and the town is under no obligation to continue the program.

In summary, the Town would receive assets and police officer time equal to $388,7700 at a three-year total cost to the Town of about $110,860. The Town is under no obligation to accept these funds until after the grant resolution has been signed.

Thank you for your consideration of this request.

Request for Town Council Action

Consent Agenda Item:	**ANX-25-03**
Date:	08/05/2025

Subject:	Annexation Petition
Department:	Planning & Administration
Presented by:	Planning Director - Stephen Wensman
Presentation:	Consent Agenda Item

Issue Statement

Heath Street #215 has submitted a petition for voluntarily annexation of the 19 acres (Johnston County Tax ID 15078009K) to the Town of Smithfield.

Financial Impact

The annexation will require the town to provide town services, i.e., code enforcement, police protection, fire protection, trash collection, etc.

Action Needed

The Town Council is asked adopt Resolution No. 781 (20-2025) directing the Town Clerk to investigate the sufficiency of the annexation petition.

Recommendation

Adopt Resolution No. 781 (20-2025)

Approved: ☑Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Written Annexation Petition
3. Annexation Plat
4. Resolution No. 781 (20-2025)

Staff Report

Consent Agenda Item: ANX-25-02

The Town of Smithfield received a petition from Heath Street #215 for a voluntarily annexation of 18.10 acres to the Town of Smithfield, located on Barbour Road west of the Old Farm Acres subdivision and across the road from Bella Square Subdivision.

There is no development proposed for the parcel at this time.

ANNEXATION PROCEDURE:

Per NCGS 160A-31, the first step in the annexation process is to have the Council pass a resolution directing the Town Clerk to investigate the sufficiency of the petition.

NCGS 160A-31 Voluntary Contiguous Annexation

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

July 17, 2025

To the Smithfield Town Council:

1. The undersigned Owner of real property having an address of 258 Meadowbrook Drive, Four Oaks, NC 27524, believes that the area described in Exhibit A below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described herein be annexed into the Town of Smithfield.

2. The area to be annexed is contiguous to the Town of Smithfield and is approximately 19 acres (calculated per GIS) lying north of the Smithfield current city limits line (set forth in Deed Book 1386, page 246). It is part of county tax parcel number 15078009K and NC Pin 169500-04-3114. It is bounded on the south by the balance of the source property, which in turn fronts on the north side of Barbour Road, on the west by the 16.02 acres of Heath Street Plat Book 98, Page 100, on the north by E & F Properties, Inc. and the east by Heath Street 215 and Old Farm Acres. This 19 (+/-) acres herein petitioned for annexation is the northern part of the following described property, namely that portion of the property lying north of the current town limits of Smithfield shown on Plat Book 98, page 100 and by metes and bounds in Book 1386 page 246.

3. The source parcel and its annexation are shown on the two plats attached hereto.

Heath Street #215 Limited Partnership

Alexis K Barefoot

Alexis K. Barefoot, General Partner

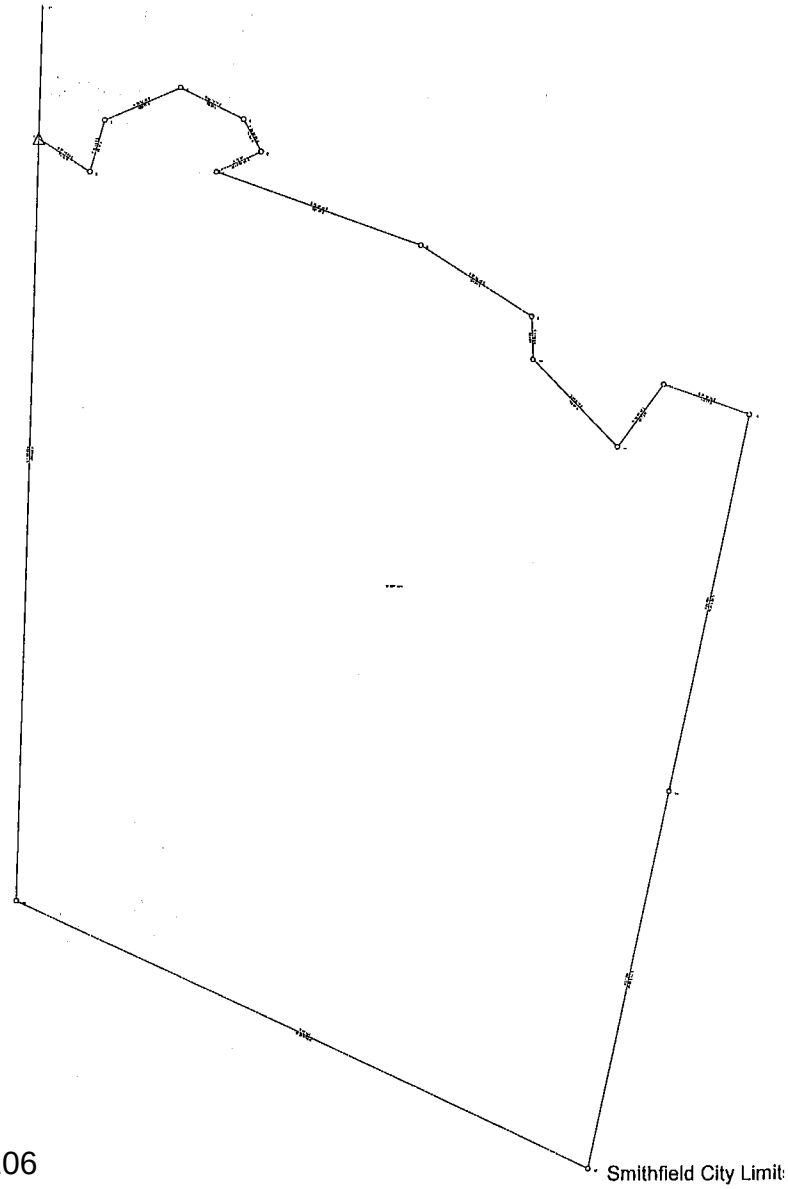
Beginning at the northeast corner of the 10.09 acre tract on PB 98, pg. 100, conveyed by the Town to Heath Street # 215 in Book 6710, pg. 142, and located on Poplar Creek in the line of E&F Properties, Inc. Deed Book 4377, pg. 880, thence from said point of beginning along Poplar Creek S 57 degrees 15 minutes 50 seconds E 74.48 feet, N 16 degrees 11 minutes 01 seconds E 65.17 feet, N 66 degrees 52 minutes 35 seconds E 100.77 feet, South 63 degrees 19 minutes 18 seconds East 85.93 feet, S 28 degrees 22 minutes 55 seconds E 44.92 feet, S 65 degrees 56 minutes 37 seconds W 59.90 feet, S 70 degrees 24 minutes 44 seconds E 267.37 feet, S 57 degrees 30 minutes 26 seconds E 161.89 feet, S 1 degree 48 minutes 9 seconds E 52.5 feet, S 44 degrees 03 minutes 19 seconds E 148.81 feet, N 36 degrees 40 minutes 56 seconds E 94.73 feet, S 70 degrees 48 minutes 36 seconds E 112.05 feet, S 12 degrees 05 minutes 46 seconds W 939.44 feet to the existing Smithfield City limits line (See Deed Book 1386, pg. 246), thence with the Smithfield line through the property of Heath Street #215 N 65 degrees 00 minutes 40 seconds W 775.74 feet to the line of the Heath Street property described in Deed Book 6710, pg. 142, thence with the line of said tract N 1 degree 40 minutes 26 seconds E 1090.37 feet to the point and place of beginning. Containing 18.10 acres and drawn pursuant to an annexation plat by Jerry Ball Land Surveying dated February 20, 2025, and titled "Annexation Plat for the Town of Smithfield."

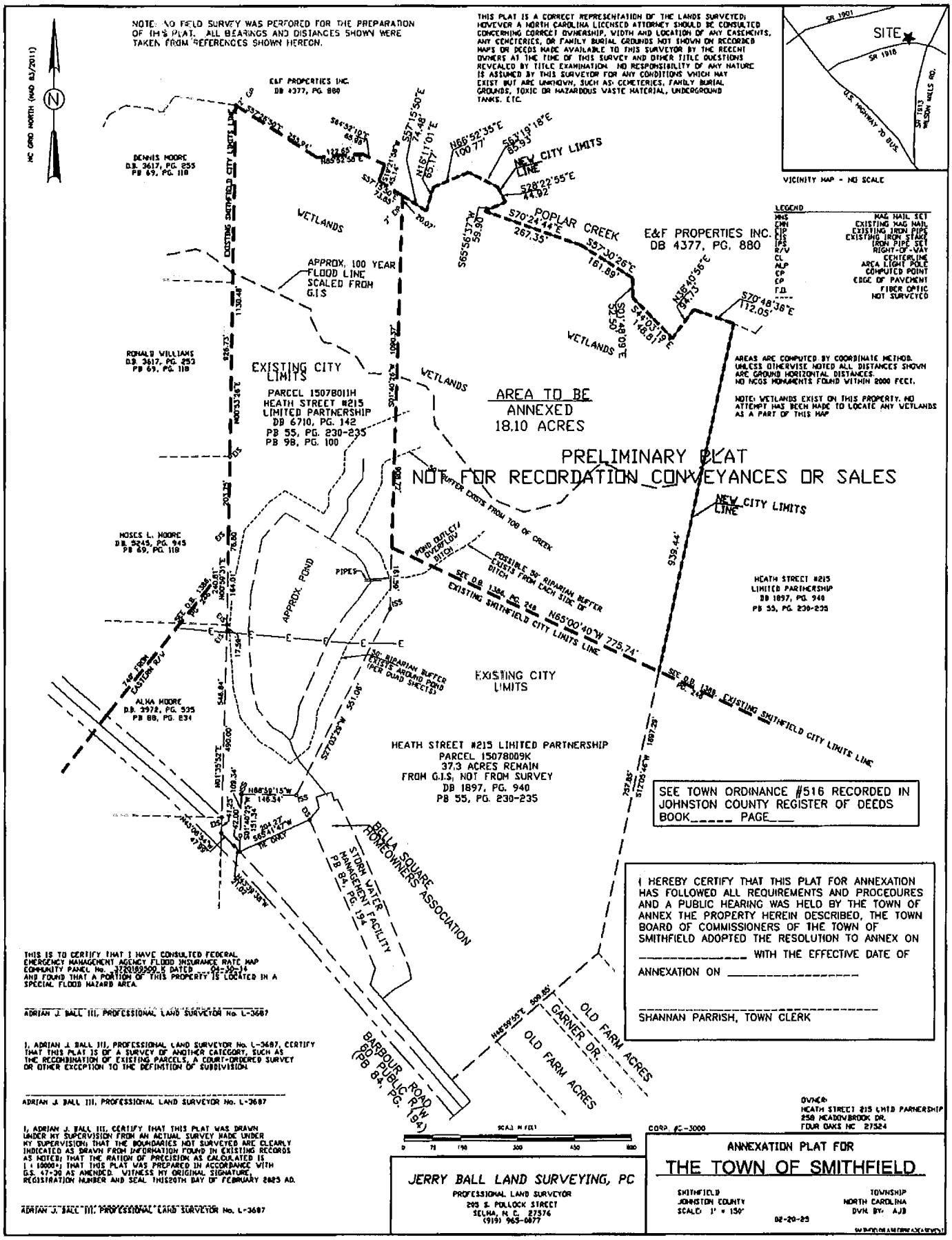
W:\Local Government\TOWN OF SMITHFIELD\Annexation\Barbour Road Properties\Heath Street Adj Ann 1 2025\description.docx

County: 1" = 235 ft
Deed:
Page:
Tract:
User:

Parcel 1
Area: 18.081 acre
Perimeter: 4074.07 ft
Closing: SW 1 Deg, 41 Min, 38 Sec
Closing Distance = 161.58 ft
Closing Error = 3.97 %

CALLS		BEARING				DISTANCE
1	2	SE	57	15	50	74.48
2	3	NE	16	11	1	65.17
3	4	NE	66	52	35	100.77
4	5	SE	63	19	18	85.93
5	6	SE	28	22	55	44.92
6	7	SW	65	56	37	59.90
7	8	SE	70	24	44	267.37
8	9	SE	57	30	26	161.89
9	10	SE	1	48	9	52.50
10	11	SE	44	3	19	148.81
11	12	NE	36	40	56	94.73
12	13	SE	70	48	36	112.05
13	14	SW	12	5	46	469.72
14	15	SW	12	5	46	469.72
15	16	NW	65	0	40	775.74
16	17	NE	1	40	26	1090.37




NOTE: NO FIELD SURVEY WAS PERFORED FOR THE PREPARATION OF THIS PLAT. ALL BEARINGS AND DISTANCES SHOWN WERE TAKEN FROM REFERENCES SHOWN HEREON.
THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; HOWEVER A NORTH CAROLINA LICENSED ATTORNEY SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF ANY EASEMENTS, ANY CEMETERIES, OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNERS AT THE TIME OF THIS SURVEY AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY EXIST BUT ARE UNKNOWN, SUCH AS: CEMETERIES, FAMILY BURIAL GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIAL, UNDERGROUND TANKS, ETC.
NC GRID NORTH (NAD 83/2011)
SITE
SR 1901
SR 1918
U.S. HIGHWAY 70 BUS.
SR 1913 WILSON MILLS RD.
VICINITY MAP - NO SCALE
LEGEND
MNS MAG NAIL SET
CMN EXISTING MAG NAIL
CIP EXISTING IRON PIPE
CIS EXISTING IRON STAKE
IPS IRON PIPE SET
R/V RIGHT-OF-WAY
CL CENTERLINE
ALP AREA LIGHT POLE
CP COMPUTED POINT
EP EDGE OF PAVEMENT
F.O. FIBER OPTIC
NOT SURVEYED
E&F PROPERTIES INC.
DB 4377, PG. 880
DENNIS MOORE
D.B. 3617, PG. 253
PB 69, PG. 118
WETLANDS
POPLAR CREEK
E&F PROPERTIES INC.
DB 4377, PG. 880
APPROX. 100 YEAR FLOOD LINE SCALED FROM G.I.S
NEW CITY LIMITS LINE
RONALD WILLIAMS
D.B. 3617, PG. 253
PB 69, PG. 118
EXISTING CITY LIMITS
PARCEL 15078011H
HEATH STREET #215
LIMITED PARTNERSHIP
DB 6710, PG. 142
PB 55, PG. 230-235
PB 98, PG. 100
AREA TO BE ANNEXED
18.10 ACRES
AREAS ARE COMPUTED BY COORDINATE METHOD. UNLESS OTHERWISE NOTED ALL DISTANCES SHOWN ARE GROUND HORIZONTAL DISTANCES. NO NGS MONUMENTS FOUND WITHIN 2000 FEET.
NOTE: WETLANDS EXIST ON THIS PROPERTY. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY WETLANDS AS A PART OF THIS MAP
PRELIMINARY PLAT
NOT FOR RECORDATION CONVEYANCES OR SALES
BUFFER EXISTS FROM TOP OF CREEK
NEW CITY LIMITS LINE
MOSES L. MOORE
D.B. 5245, PG. 945
PB 69, PG. 118
POND OUTLET/ OVERFLOW DITCH
PIPES
APPROX. POND
POSSIBLE 50' RIPARIAN BUFFER EXISTS FROM EACH SIDE OF DITCH
SEE D.B. 1384, PG. 249
EXISTING SMITHFIELD CITY LIMITS LINE
HEATH STREET #215
LIMITED PARTNERSHIP
DB 1897, PG. 940
PB 55, PG. 230-235
50' RIPARIAN BUFFER EXISTS AROUND POND (PER QUAD SHEETS)
EXISTING CITY LIMITS
ALHA MOORE
D.B. 3972, PG. 935
PB 88, PG. 234
HEATH STREET #215 LIMITED PARTNERSHIP
PARCEL 15078009K
37.3 ACRES REMAIN
FROM G.I.S; NOT FROM SURVEY
DB 1897, PG. 940
PB 55, PG. 230-235
SEE TOWN ORDINANCE #516 RECORDED IN JOHNSTON COUNTY REGISTER OF DEEDS BOOK_____ PAGE___
BELLA SQUARE HOMEOWNERS ASSOCIATION
STORM WATER MANAGEMENT FACILITY PB 84, PG. 194
I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN OF ANNEX THE PROPERTY HEREIN DESCRIBED, THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SMITHFIELD ADOPTED THE RESOLUTION TO ANNEX ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____
SHANNAN PARRISH, TOWN CLERK
THIS IS TO CERTIFY THAT I HAVE CONSULTED FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 3720180500 K DATED 06-20-14 AND FOUND THAT A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687
I, ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687, CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687
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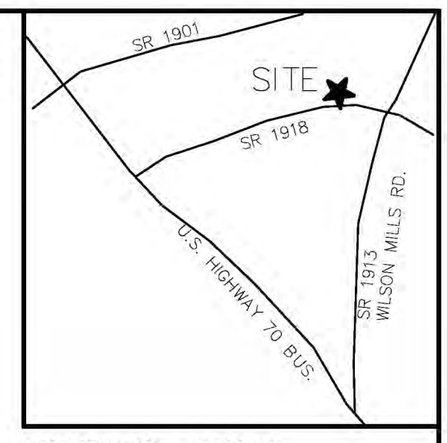
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687
BARBOUR ROAD 60' PUBLIC R/W (PB 84, PG. 194)
OLD FARM ACRES
GARNER DR.
OLD FARM ACRES
OWNER:
HEATH STREET #215 LMTD PARNERSHIP
258 MEADOWBROOK DR.
FOUR OAKS NC 27524
SCALE IN FEET
0 75 150 300 450 600
CORP. #C-3000
JERRY BALL LAND SURVEYING, PC
PROFESSIONAL LAND SURVEYOR
205 S. POLLOCK STREET
SELMA, N.C. 27576
(919) 965-0877
ANNEXATION PLAT FOR
THE TOWN OF SMITHFIELD
SMITHFIELD
JOHNSTON COUNTY
SCALE: 1" = 150'
TOWNSHIP
NORTH CAROLINA
DWN BY: AJB
02-20-23

NOTE: NO FIELD SURVEY WAS PERFORED FOR THE PREPARATION OF THIS PLAT. ALL BEARINGS AND DISTANCES SHOWN WERE TAKEN FROM REFERENCES SHOWN HEREON.

THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; HOWEVER A NORTH CAROLINA LICENSED ATTORNEY SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF ANY EASEMENTS, ANY CEMETERIES, OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNERS AT THE TIME OF THIS SURVEY AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY EXIST BUT ARE UNKNOWN, SUCH AS: CEMETERIES, FAMILY BURIAL GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIAL, UNDERGROUND TANKS, ETC.



VICINITY MAP - NO SCALE

NC GRID NORTH (NAD 83/2011)

E&F PROPERTIES INC.
DB 4377, PG. 880

DENNIS MOORE
D.B. 3617, PG. 255
PB 69, PG. 118

EXISTING SMITHFIELD CITY LIMITS LINE

S57°26'50"E 255.94'
S64°52'10"E 65.98'
122.65' N85°52'58"E
S19°21'58"W 45.14'
S57°15'50"E 74.48'
S57°15'50"E 73.85'
N16°11'01"E 65.17'
N66°52'35"E 100.77'
S63°19'18"E 85.93'
NEW CITY LIMITS LINE
S28°22'55"E 44.92'
S70°24'44"E 267.35'
S57°30'26"E 161.89'
S44°03'19"E 148.81'
S01°48'09"E 52.50'
N36°40'56"E 94.73'
S70°48'36"E 112.05'
S65°56'37"W 59.90'
20.07'
2" EIP
WETLANDS
POPLAR CREEK
E&F PROPERTIES INC.
DB 4377, PG. 880
APPROX. 100 YEAR FLOOD LINE SCALED FROM G.I.S
1130.48'
926.73' N00°53'26"E
1090.37' S01°40'26"W
RONALD WILLIAMS
D.B. 3617, PG. 253
PB 69, PG. 118
EXISTING CITY LIMITS
PARCEL 15078011H
HEATH STREET #215
LIMITED PARTNERSHIP
DB 6710, PG. 142
PB 55, PG. 230-235
PB 98, PG. 100
AREA TO BE ANNEXED
18.10 ACRES
WETLANDS
WETLANDS
AREAS ARE COMPUTED BY COORDINATE METHOD. UNLESS OTHERWISE NOTED ALL DISTANCES SHOWN ARE GROUND HORIZONTAL DISTANCES. NO NCGS MONUMENTS FOUND WITHIN 2000 FEET.
NOTE: WETLANDS EXIST ON THIS PROPERTY. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY WETLANDS AS A PART OF THIS MAP
PRELIMINARY PLAT
NOT FOR RECORDATION CONVEYANCES OR SALES
908.27'
50' BUFFER EXISTS FROM TOB OF CREEK
NEW CITY LIMITS LINE
939.44'
203.75'
MOSES L. MOORE
D.B. 5245, PG. 945
PB 69, PG. 118
76.80'
POND OUTLET/ OVERFLOW DITCH
POSSIBLE 50' RIPARIAN BUFFER EXISTS FROM EACH SIDE OF DITCH
PIPES
APPROX. POND
161.59'
SEE D.B. 1386, PG. 246
240.81' N00°59'31"E
164.01'
17.59'
SEE D.B. 1386, PG. 246
N65°00'40"W 775.74'
EXISTING SMITHFIELD CITY LIMITS LINE
HEATH STREET #215
LIMITED PARTNERSHIP
DB 1897, PG. 940
PB 55, PG. 230-235
740' FROM EASTERN R/W
50' RIPARIAN BUFFER EXISTS AROUND POND (PER QUAD SHEETS)
EXISTING CITY LIMITS
SEE D.B. 1386, PG. 246
EXISTING SMITHFIELD CITY LIMITS LINE
ALMA MOORE
D.B. 3972, PG. 535
PB 88, PG. 234
548.84'
551.06' S27°03'29"W
1697.29'
490.00' N01°35'52"E
HEATH STREET #215 LIMITED PARTNERSHIP
PARCEL 15078009K
37.3 ACRES REMAIN
FROM G.I.S. NOT FROM SURVEY
DB 1897, PG. 940
PB 55, PG. 230-235
109.34'
N88°59'15"W 146.54'
41.25'
42.00'
S01°40'25"W 151.34'
204.27' S65°41'47"W
TIE ONLY
N45°08'54"W 47.99'
N43°39'38"W 21.02'
757.85' S12°05'46"W
BELLA SQUARE HOMEOWNERS ASSOCIATION
STORM WATER MANAGEMENT FACILITY PB 84, PG. 194
N48°59'55"E 509.85'
OLD FARM ACRES
GARNER DR.
OLD FARM ACRES
BARBOUR ROAD 60' PUBLIC R/W (PB 84, PG. 194)

SEE TOWN ORDINANCE #516 RECORDED IN JOHNSTON COUNTY REGISTER OF DEEDS BOOK_____ PAGE___

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN OF ANNEX THE PROPERTY HEREIN DESCRIBED, THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SMITHFIELD ADOPTED THE RESOLUTION TO ANNEX ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____

_____
SHANNAN PARRISH, TOWN CLERK

LEGEND

MNS	MAG NAIL SET
EMN	EXISTING MAG NAIL
EIP	EXISTING IRON PIPE
EIS	EXISTING IRON STAKE
IPS	IRON PIPE SET
R/W	RIGHT-OF-WAY
CL	CENTERLINE
ALP	AREA LIGHT POLE
CP	COMPUTED POINT
EP	EDGE OF PAVEMENT
F.O.	FIBER OPTIC
----	NOT SURVEYED

THIS IS TO CERTIFY THAT I HAVE CONSULTED FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 3720169500 K DATED 04-30-14 AND FOUND THAT A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.

_____
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687

I, ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687, CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

_____
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687

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_____
ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687

SCALE IN FEET
0 75 150 300 450 600

CORP. #C-3000

OWNER:
HEATH STREET 215 LMTD PARNERSHIP
258 MEADOWBROOK DR.
FOUR OAKS NC 27524

JERRY BALL LAND SURVEYING, PC
PROFESSIONAL LAND SURVEYOR
205 S. POLLOCK STREET
SELMA, N. C. 27576
(919) 965-0077

ANNEXATION PLAT FOR
THE TOWN OF SMITHFIELD

SMITHFIELD TOWNSHIP
JOHNSTON COUNTY NORTH CAROLINA
SCALE: 1" = 150' DWN. BY: AJB
02-20-25

SMITHFIELDBARBERROADEASEMENT

Heath Street #215 Voluntary Annexation

File Number:
ANX-25-03

Project Name:
Heath Street #215
Voluntary Annexation

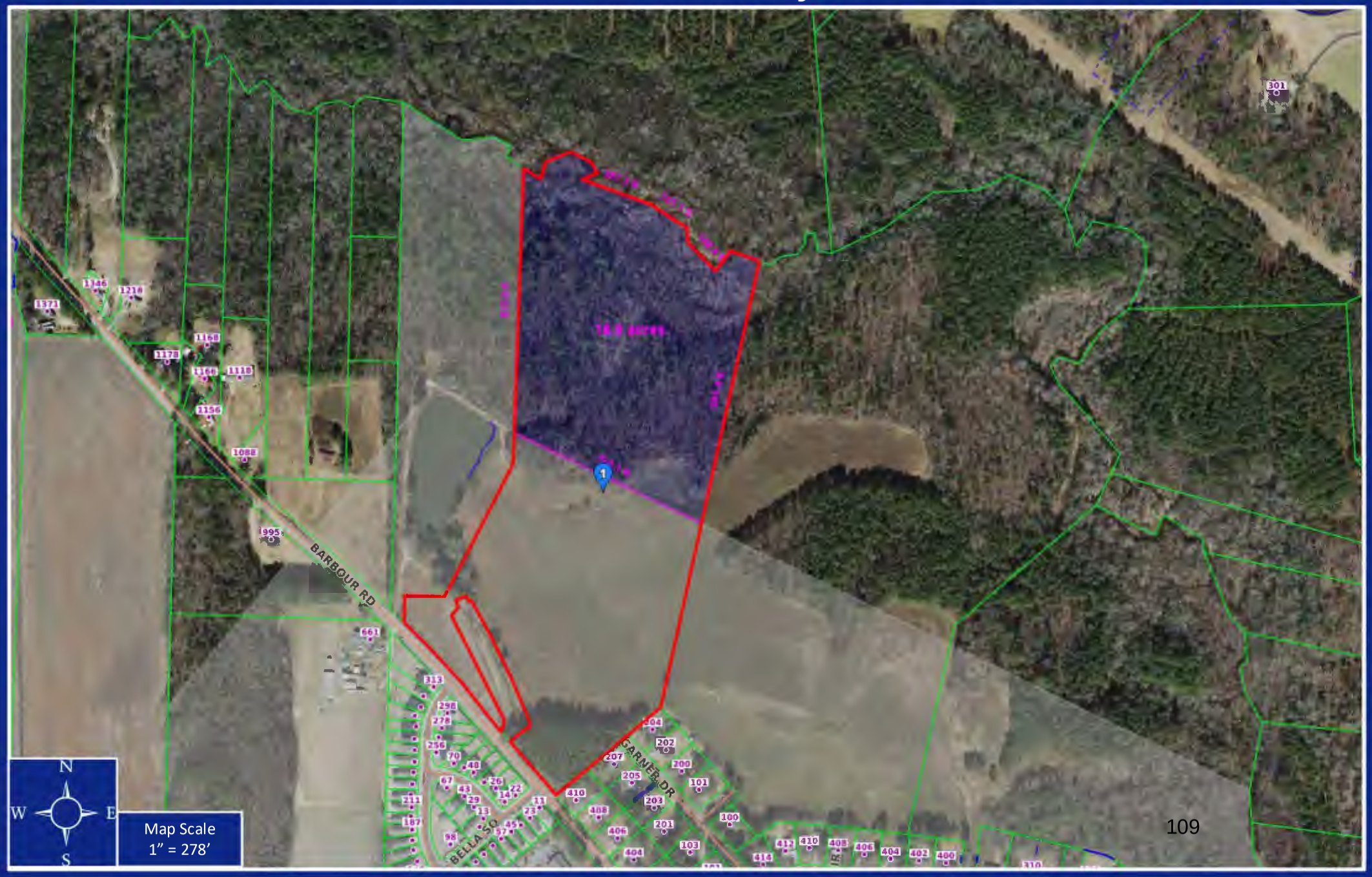
Location:
Barbour Road

Tax ID#:
15078009K

Existing Zoning:
R-20A

Property Owner:
HEATH STREET #215 LMTD
PRTRSHP

Applicant:
Heath Street #215 Limited
Partnership



Map created by Micah Woodard,
Planner I on 7/23/2025

TOWN OF SMITHFIELD
RESOLUTION NO. 781 (20-2025)
DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on August 5, 2025 by the Smithfield Town Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

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

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

Adopted this the 5th day of August, 2025

_____
M. Andy Moore, Mayor

ATTEST:

_____
Elaine Andrews, Town Clerk

Request for Town Council Action

Consent Agenda Item:	**Application for Temporary Use Permit**
Date:	08/05/2025

Subject:	Bulldog Harley-Davidson
Department:	Planning Department
Presented by:	Planning Director – Stephen Wensman
Presentation:	Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Too Broke for Sturgis on August 9th, 2025.

Financial Impact

None

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. Area Map

Staff Report

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

Bulldog Harley-Davidson is requesting to hold Too Broke for Sturgis at 1043 Outlet Center Drive on August 9th, 2025. This event will run from 11:00 am to 4:00 pm. Beef Street and a Pig, LLC food truck will be on-site selling food. Two beers will be given away to customers age 21 and older.

Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- [x] Special Event
- [ ] Town recognized event _____
  - [ ] Over 100 people in attendance
  - [x] ~~Live Band or Amplified Sound~~ live
  - [ ] Requires closure or blockage of Town Street
  - [x] Involves Food Trucks
  - [ ] Requires Security (potential safety, security concerns)
  - [ ] Involves structures larger than 200 square feet and canopies larger than 400 square
  - [ ] Involves Town Park property (Call 919-934-2148)
  - [ ] 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) _____

Name of Event	Location of Event/Use (**exact street address**)
100 Broke For Sturgis	1043 Outlet Center Dr Smithfield, NC 27577

APPLICANT:

Name: Michelle Winn

Address: 1043 Outlet Center Dr

Phone number: 919-938-1592

Email address: Michelle@bulldogharleydavidson.com

Event date: 8/9/25

Event start and end time: 11-4pm

Event set up and clean up time: 8AM - 4pM

Sound Amplification Type: N/A

Sound Amplification Start and End Times: N/A

PROPERTY OWNER:

Name: Carson Baker

Address: 1508 Hope Mills Rd, Fayetteville, NC 28304

Phone number: 9107348504

Email address: Carson@bulldogharleydavidson.com

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

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

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

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

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

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

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

We will have a food truck onsite for guests to the dealership

2 beers per person at event

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.

Michelle Winn — Applicant's Name (Print)

Signature — Date: 7/3/25

Town Planning Director Signature: _____ Date: 7/8/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (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 CFB Powersports, LLC

Address 1043 Outlet Center Dr *Zip* 27577

Phone Number 919-938-1592 *Email* carson@bulldogharleydavidson.com

Signature: _____ *Date:* 7/2/25

OWNER'S CONSENT FORM

Name of Event: Too Broke For Sturgis **Submittal Date:** 7/3/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (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
	Carson Baker	7/2/25

Food Establishment Inspection Report

Score: 99.5

Establishment Name: BEEF STREET AND A PIG (WCID #1055) **Establishment ID:** 4092030701

Location Address: 1214 E LENOIR ST
City: RALEIGH State: North Carolina
Zip: 27610 County: 92 Wake
Permittee: BEEF STREET AND A PIG LLC
Telephone: (919) 522-3699

⊗ Inspection ○ Re-Inspection ○ Educational Visit

Wastewater System:
⊗ Municipal/Community ○ On-Site System

Water Supply:
⊗ Municipal/Community ○ On-Site Supply

Date: 10/11/2024 Status Code: A
Time In: 6:00 PM Time Out: 6:55 PM
Category#: III
FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 0
No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.
Public Health Interventions: Control measures to prevent foodborne illness or injury

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

Good Retail Practices

Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

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

Comment Addendum to Food Establishment Inspection Report

Establishment Name: BEEF STREET AND A PIG (WCID #1055)

Establishment ID: 4092030701

Location Address: 1214 E LENOIR ST

[X] Inspection [ ] Re-Inspection Date: 10/11/2024

City: RALEIGH State: NC

[ ] Educational Visit Status Code: A

County: 92 Wake Zip: 27610

Comment Addendum Attached? [X] Category #: III

Wastewater System: [X] Municipal/Community [ ] On-Site System

Water Supply: [X] Municipal/Community [ ] On-Site System

Email 1:

Permittee: BEEF STREET AND A PIG LLC

Email 2:

Telephone: (919) 522-3699

Email 3: rosmorrison@msn.com

Temperature Observations

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
diced beef/final cook	208				
diced chicken/reheat	210				
pico de gallo, sour cream/prep cooler top	40, 39				
pork/prep cooler bottom	40				
diced beef/hot hold cabinet	169				
cheese sauce/reheating in kettle	135-147				

Person in Charge (Print & Sign): First: Ros Last: Morrison

Regulatory Authority (Print & Sign): First: Melodee Last: Johnson

REHS ID: 2698 - Johnson, Melodee Verification Dates: Priority: Priority Foundation: Core:

REHS Contact Phone Number: (919) 609-1783

Authorize final report to be received via Email:

Comment Addendum to Inspection Report

Establishment Name: BEEF STREET AND A PIG (WCID #1055) **Establishment ID:** 4092030701

Date: 10/11/2024 **Time In:** 6:00 PM **Time Out:** 6:55 PM

Observations and Corrective Actions

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

41 3-304.14(B); Core; A wiping cloth was stored in soapy water. Hold in-use wiping cloths in properly concentrated sanitizer between uses to prevent the breeding of germs. CDI - Cloth removed from soapy water, rinsed out and stored in sanitizer.

45 4-502.13; Core; A single use spoon was stored in the pico de gallo. Single-use and single-service articles cannot be reused. CDI - Single use (disposable) spoon was discarded and replaced with a multiuse spoon.

Additional Comments

*Frozen chicken tenders were put directly into fryer - thawing occurs as part of the reheating/cooking process. The soft serve machine is not in use at this time.
-Inspected at LoneRider, 1839 s Main Street, Suite 600, Wake Forest

WESTFIELD	**Westfield** One Park Circle, P.O. Box 5001 Westfield Center, OH 44251 800-243-0210 WestfieldInsurance.com	**Commercial General Liability** **Declarations** **Amended**

Company Providing Coverage: Old Guard Insurance Company

Named Insured and Mailing Address:	**Agency:** 320018
BEEF STREET AND A PIG LLC 1003 Mulford Ct Unit 316 Knightdale, NC 27545-0961	National Insured Partners LLC 104 APPLE BRANCH CT APEX, NC 27539-5775 Telephone: 919-371-8797

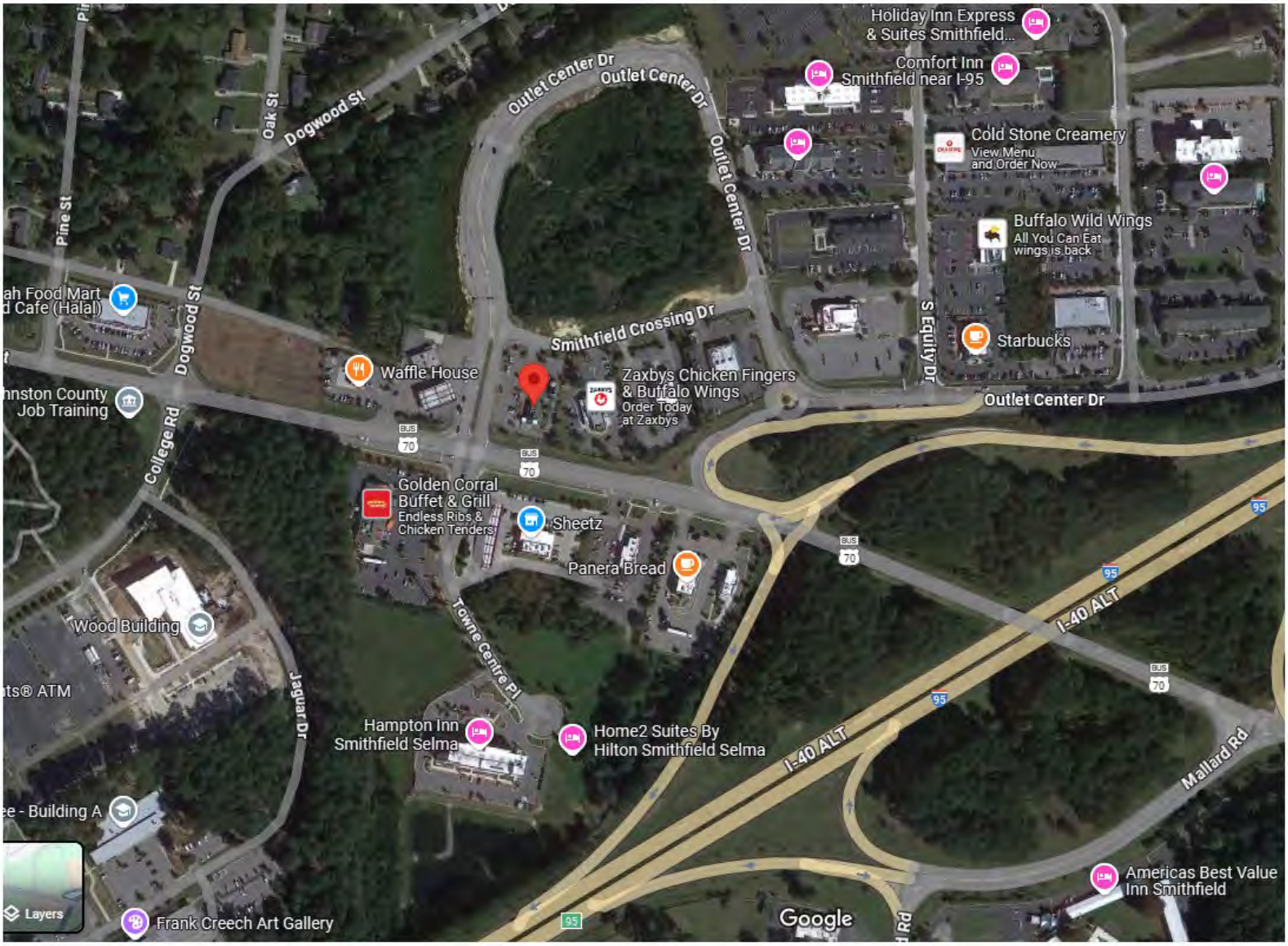
Policy Number: 427620R	**Billing Account Number:** 6000107935	**Payment Plan:** Annual (Paper Invoices)
Policy Period: From: 07/20/2024 To: 07/20/2025	At 12:01 A.M. standard time at your mailing address shown above	

Limits of Insurance

Each Occurrence Limit	$1,000,000
General Aggregate Limit (Other than products/completed-operations)	$2,000,000
Products/Completed-Operations Aggregate Limit	$2,000,000
Personal & Advertising Injury Limit	$1,000,000
Damage to Premises Rented to You Limit (Any one premises)	$100,000
Medical Expense Limit (Any one person)	Excluded

Total Premises/Operations Premium	**$174**
Total Products/Completed Operations Premium	**$34**
Total Additional Coverages and Endorsements Premium	**Included**
Total Additional Interests Premium	**$152**
Total Terrorism Premium	**$2**
Total Advance Annual General Liability Premium	**$362**

Forms And Endorsements Applicable To This Coverage Part:
Refer to Schedule of Forms and Endorsements - IL DS 13


Holiday Inn Express & Suites Smithfield...
Comfort Inn Smithfield near I-95
Cold Stone Creamery
View Menu and Order Now
Buffalo Wild Wings
All You Can Eat wings is back
Starbucks
Outlet Center Dr
Outlet Center Dr
Outlet Center Dr
Outlet Center Dr
S Equity Dr
Smithfield Crossing Dr
Zaxbys Chicken Fingers & Buffalo Wings
Order Today at Zaxbys
Waffle House
Dogwood St
Dogwood St
Oak St
Pine St
College Rd
Johnston County Job Training
Golden Corral Buffet & Grill
Endless Ribs & Chicken Tenders
Sheetz
Panera Bread
Towne Centre Pl
Wood Building
Jaguar Dr
Hampton Inn Smithfield Selma
Home2 Suites By Hilton Smithfield Selma
I-40 ALT
I-40 ALT
Mallard Rd
Americas Best Value Inn Smithfield
Frank Creech Art Gallery
Layers
Google

Request for Town Council Action

Consent Agenda Item:	Application for Temporary Use Permit
Date:	08/05/2025

Subject: Bulldog Harley-Davidson
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Bike Night on August 14th, 2025

Financial Impact

None

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

Bulldog Harley-Davidson is requesting to hold Bike Night at 1043 Outlet Center Drive on August 14th, 2025. This event will run from 5:00 pm-8:00 pm. A live band will perform therefore amplified sound will be used during the same time. Two beers will be given away to customers age 21 and older.

Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- [x] Special Event
- [ ] Town recognized event_____
  - [ ] Over 100 people in attendance
  - [x] Live Band or Amplified Sound live
  - [ ] 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
  - [ ] Involves Town Park property (Call 919-934-2148)
  - [ ] 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) _____

Bike Night
Name of Event

1043 Outlet Center Dr Smithfield, NC 27577
Location of Event/Use **(exact street address)**

APPLICANT:

Name: Michelle Winn
Address: 1043 Outlet Center Dr
Phone number: 919-938-1592
Email address: Michelle@bulldogharleydavidson.com
Event date: 8/14/25
Event start and end time: 5-8PM
Event set up and clean up time: 3PM- 8PM
Sound Amplification Type: Live BAND
Sound Amplification Start and End Times: 5-8PM

PROPERTY OWNER:

Name: Carson Baker
Address: 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number: 9107348504
Email address: Carson@bulldogharleydavidson.com

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

Food Trucks (if applicable 0 **(Each Food Truck Requires Certificate of Inspections by Johnston County Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).**

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

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

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

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

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

2 beers per person at event

Live BAND

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.

Michelle Winn — Applicant's Name (Print)

Signature — Date: 7/2/25

Town Planning Director Signature: _____ Date: 7/8/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (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 CFB Powersports, LLC

Address 1043 Outlet Center Dr. *Zip* 27577

Phone Number 919-938-1592 *Email* carson@bulldogharleydavidson.com

Signature: *Date:* 7/2/25

OWNER'S CONSENT FORM

Name of Event: Bike night **Submittal Date:** 7/3/25

OWNERS AUTHORIZATION

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

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

Signature of Owner Carson Baker *Print Name* 7/2/25 *Date*

Request for Town Council Action

Consent Agenda Item:	Application for Temporary Use Permit
Date:	08/05/2025

Subject: Bulldog Harley-Davidson
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Rolling Arkansas on August 16th, 2025.

Financial Impact

None

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**

Bulldog Harley-Davidson is requesting to hold Rolling Arkansas at 1043 Outlet Center Drive on August 16th, 2025. This event will run from 11:00 am-4:00 pm. Quench smoothie truck will be on-site selling smoothies. Two beers will be given away to customers age 21 and older.

Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- [x] Special Event
- [ ] Town recognized event _____
  - [ ] Over 100 people in attendance
  - [x] ~~Live Band or Amplified Sound~~
  - [ ] Requires closure or blockage of Town Street
  - [x] Involves Food Trucks
- [ ] Requires Security (potential safety, security concerns)
- [ ] Involves structures larger than 200 square feet and canopies larger than 400 square
- [ ] Involves Town Park property (Call 919-934-2148)
- [ ] 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) _____

Rolling Arkansas
Name of Event

1043 Outlet Center Dr Smithfield, NC 27577
Location of Event/Use **(exact street address)**

APPLICANT:

Name: Michelle Winn
Address: 1043 Outlet Center Dr
Phone number: 919-938-1592
Email address: Michelle@bulldogharleydavidson.com

PROPERTY OWNER:

Name: Carson Baker
Address: 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number: 9107348504
Email address: Carson@bulldogharleydavidson.com

Event date: 8/16

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

Will food or goods be sold? Y or N

Event start and end time: 11AM - 4PM

Event set up and clean up time: 8AM - 4PM

Sound Amplification Type: N/A

Sound Amplification Start and End Times _____

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).**

Quench Smoothie Truck

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

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

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

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

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

We will have a smoothie truck onsite for guests to the dealership

2 beers per person at event

Food Barge

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.

Michelle Winn — Applicant's Name (Print)

Michelle Winn — Signature

7/2/25 — Date

Town Planning Director Signature: Stephen Wenn

Date: 7/8/25

OWNERS AUTHORIZATION

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

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Property Owners Name (print CFB Powersports, LLC

Address 1043 Outlet Center Dr. *Zip* 27577

Phone Number 919-938-1592 *Email* carson@bulldoghardleydavidson.com

Signature: *Date:* 7/2/25

OWNER'S CONSENT FORM

Name of Event: Rolling Arkansas **Submittal Date:** 7/3/25

OWNERS AUTHORIZATION

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

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Signature of Owner Carson Baker *Print Name* 7/2/25 *Date*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2025

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

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hiscox Insurance Company Inc	10200
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
QUENCH 305
2016 HICKORY NUT DR
DURHAM, NC 27703

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P101.113.651.3	04/27/2024	04/27/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Request for Town Council Action

Consent Agenda Item:	Application for Temporary Use Permit
Date:	08/05/2025

Subject: Bulldog Harley-Davidson
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Backroads and Backpacks on August 23rd, 2025.

Financial Impact

None

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**

Bulldog Harley-Davidson is requesting to hold Backroads and Backpacks at 1043 Outlet Center Drive on August 23rd, 2025. This event will run from 11:00 am-4:00 pm. A Little Salt & Pepper food truck will be on-site to sell food. A live band will perform therefore amplified sound will be used between 12:00 pm-3:00 pm. Two beers will be given away to customers age 21 and older.

Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- [x] Special Event
- [ ] Town recognized event_____
  - [ ] Over 100 people in attendance
  - [x] Live Band or Amplified Sound live
  - [ ] Requires closure or blockage of Town Street
  - [x] Involves Food Trucks
  - [ ] Requires Security (potential safety, security concerns)
  - [ ] Involves structures larger than 200 square feet and canopies larger than 400 square
  - [ ] Involves Town Park property (Call 919-934-2148)
  - [ ] 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) _____

Backroads + Backpacks — Name of Event

1043 Outlet Center Dr Smithfield, NC 27577 — Location of Event/Use **(exact street address)**

APPLICANT:

Name: Michelle Winn

Address: 1043 Outlet Center Dr

Phone number: 919-938-1592

Email address: Michelle@bulldogharleydavidson.com

Event date: 8/23/25

Event start and end time: 11AM-4PM

Event set up and clean up time: 8AM - 4PM

Sound Amplification Type: SPEAKERS

Sound Amplification Start and End Times: 12 - 3

Food Trucks (if applicable: 1 A Little Salt & Pepper **(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 applicab and must be submitted with this application).**

PROPERTY OWNER:

Name: Carson Baker

Address: 1508 Hope Mills Rd, Fayetteville, NC 28304

Phone number: 9107348504

Email address: Carson@bulldogharleydavidson.com

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

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

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

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

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

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

We will have a food truck onsite for guests to the dealership

2 beers per person at event

LIVE BAND

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.

Michelle Winn — Applicant's Name (Print)

Signature — Date 7/2/25

Town Planning Director Signature: _____ Date: 7/8/25

Food Establishment Inspection Report

Score: 98.5

Establishment Name: A LITTLE SALT & PEPPER (WCID #952) **Establishment ID:** 4092030633

Location Address: 1600 OLIVE CHAPEL RD
City: APEX State: North Carolina
Zip: 27502 County: 92 Wake
Permittee: A LITTLE SALT & PEPPER LLC
Telephone: (919) 559-2772
⊗ Inspection ○ Re-Inspection ○ Educational Visit
Wastewater System:
⊗ Municipal/Community ○ On-Site System
Water Supply:
⊗ Municipal/Community ○ On-Site Supply

Date: 10/09/2024 Status Code: A
Time In: 10:17 AM Time Out: 11:35 AM
Category#: III
FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 1
No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.
Public Health Interventions: Control measures to prevent foodborne illness or injury

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

Good Retail Practices

Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.

Compliance Status						OUT			CDI	R	VR
Safe Food and Water					.2653, .2655, .2658						
30	IN	OUT	N/A		Pasteurized eggs used where required	1	0.5	0			
31	IN	OUT			Water and ice from approved source	2	1	0			
32	IN	OUT	N/A		Variance obtained for specialized processing methods	2	1	0			
Food Temperature Control					.2653, .2654						
33	IN	OUT			Proper cooling methods used; adequate equipment for temperature control	1	0.5	0			
34	IN	OUT	N/A	N/O	Plant food properly cooked for hot holding	1	0.5	0			
35	IN	OUT	N/A	N/O	Approved thawing methods used	1	0.5	0			
36	IN	OUT			Thermometers provided & accurate	1	0.5	0			
Food Identification					.2653						
37	IN	OUT			Food properly labeled: original container	2	1	0			
Prevention of Food Contamination					.2652, .2653, .2654, .2656, .2657						
38	IN	OUT			Insects & rodents not present; no unauthorized animals	2	1	0			
39	IN	OUT			Contamination prevented during food preparation, storage & display	2	1	0			
40	IN	OUT			Personal cleanliness	1	0.5	0			
41	IN	OUT			Wiping cloths: properly used & stored	1	0.5	0			
42	IN	OUT	N/A		Washing fruits & vegetables	1	0.5	0			
Proper Use of Utensils					.2653, .2654						
43	IN	OUT			In-use utensils: properly stored	1	0.5	0			
44	IN	OUT			Utensils, equipment & linens: properly stored, dried & handled	1	0.5	0			
45	IN	OUT			Single-use & single-service articles: properly stored & used	1	0.5	0			
46	IN	OUT			Gloves used properly	1	0.5	0			
Utensils and Equipment					.2653, .2654, .2663						
47	IN	OUT			Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used	1	0.5	0			
48	IN	OUT			Warewashing facilities: installed, maintained & used; test strips	1	0.5	0			
49	IN	OUT			Non-food contact surfaces clean	1	0.5	0			
Physical Facilities					.2654, .2655, .2656						
50	IN	OUT	N/A		Hot & cold water available; adequate pressure	1	0.5	0			
51	IN	OUT			Plumbing installed; proper backflow devices	2	1	0			
52	IN	OUT			Sewage & wastewater properly disposed	2	1	0			
53	IN	OUT	N/A		Toilet facilities: properly constructed, supplied & cleaned	1	0.5	0			
54	IN	OUT			Garbage & refuse properly disposed; facilities maintained	1	0.5	0			
55	IN	OUT			Physical facilities installed, maintained & clean	1	0.5	0			
56	IN	OUT			Meets ventilation & lighting requirements; designated areas used	1	0.5	0			
					TOTAL DEDUCTIONS:	1.5					

Comment Addendum to Food Establishment Inspection Report

Establishment Name: A LITTLE SALT & PEPPER (WCID #952)

Establishment ID: 4092030633

Location Address: 1600 OLIVE CHAPEL RD

[X] Inspection [ ] Re-Inspection Date: 10/09/2024

City: APEX State: NC

[ ] Educational Visit Status Code: A

County: 92 Wake Zip: 27502

Comment Addendum Attached? [X] Category #: III

Wastewater System: [X] Municipal/Community [ ] On-Site System

Water Supply: [X] Municipal/Community [ ] On-Site System

Email 1:

Permittee: A LITTLE SALT & PEPPER LLC

Email 2:

Telephone: (919) 559-2772

Email 3: mattstanfo@yahoo.com

Temperature Observations

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
hamburger/refrigerator, upright	43				
hotdogs/refrigerator, upright	44				
chicken/refrigerator, prep	37				
beef/steam table	177				
mushroom/hot holding unit	165				
onions/hot holding unit	145				

	First	*Last*
Person in Charge (Print & Sign):	Matthew	Stanford
Regulatory Authority (Print & Sign):	Christy	Klaus

REHS ID: 1953 - Klaus, Christy

Verification Dates: Priority: Priority Foundation: Core:

REHS Contact Phone Number: (919) 723-6610

Authorize final report to be received via Email:

Comment Addendum to Inspection Report

Establishment Name: A LITTLE SALT & PEPPER (WCID #952) **Establishment ID:** 4092030633

Date: 10/09/2024 **Time In:** 10:17 AM **Time Out:** 11:35 AM

Observations and Corrective Actions

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

22 3-501.16(A)(2) Maintain TCS foods in cold holding at 41F or less. -P Hotdogs are 44F and hamburger is 43F in the upright refrigeration unit. Keep all TCS at or below 41F when held cold. The thermostat was adjusted and the temperature in the upright refrigerator came down to 37F by the end of the inspection.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2025

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

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PRODUCER
Progressive Insurance
PO Box 94739, Cleveland, OH 44101

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Southeastern Insurance Company	38784
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A Little Salt & Pepper
1620 Clayfire Drive
Cary, NC 27519

COVERAGES **CERTIFICATE NUMBER:** 616068996822162048D020425T152622 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	992655538	02/04/2025	08/04/2025	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 100,000
							BODILY INJURY (Per accident)	$ 300,000
							PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	992655538	02/04/2025	08/04/2025	$	

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

CERTIFICATE HOLDER

A Little Salt & Pepper
1620 Clayfire Drive
Cary, NC 27519

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pant

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		A Little Salt & Pepper 1620 Clayfire Drive Cary, NC 27519
POLICY NUMBER 992655538		
CARRIER Progressive Southeastern Insurance Company	NAIC CODE 38784	EFFECTIVE DATE: 02/04/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/$100 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2022 FORD F150 1FTFW1E8XNFC32946

Comprehensive	$500 Ded
Collision	$500 Ded

Liability coverage may not apply to all scheduled vehicles.

Request for Town Council Action

Consent Agenda Item:	Application for Temporary Use Permit
Date:	08/05/2025

Subject: Bulldog Harley-Davidson
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Take a Spin on August 30th, 2025.

Financial Impact

None

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**

Bulldog Harley-Davidson is requesting to hold Take a Spin at 1043 Outlet Center Drive on August 30th, 2025. This event will run from 11:00 am-4:00 pm. Daisy Dawgs food truck will be on-site to sell food. Two beers will be given away to customers age 21 and older.

Temporary Use Permit Application

Completed applications must be submitted at least 6 weeks prior to the event by emailing Julie Edmonds at julie.edmonds@smithfield-nc.com or by dropping them off in the Town of Smithfield Planning Department. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. All required information must be submitted along with this application in order for it to be processed. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

TYPES OF TEMP USE OR EVENT

- [x] Special Event
- [ ] Town recognized event _____
  - [ ] Over 100 people in attendance
  - [x] Live Band or Amplified Sound
  - [ ] Requires closure or blockage of Town Street
  - [x] Involves Food Trucks
  - [ ] Requires Security (potential safety, security concerns)
  - [ ] Involves structures larger than 200 square feet and canopies larger than 400 square
  - [ ] Involves Town Park property (Call 919-934-2148)
  - [ ] 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) _____

TAKE A SPIN
Name of Event

1043 Outlet Center Dr Smithfield, NC 27577
Location of Event/Use **(exact street address)**

APPLICANT:

Name: Michelle Winn
Address: 1043 Outlet Center Dr
Phone number: 919-938-1592
Email address: Michelle@bulldogharleydavidson.com

PROPERTY OWNER:

Name: Carson Baker
Address: 1508 Hope Mills Rd, Fayetteville, NC 28304
Phone number: 9107348504
Email address: Carson@bulldogharleydavidson.com

Event date: 8/30/25

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

Will food or goods be sold? Y or N

Event start and end time: 11AM-4PM

Event set up and clean up time: 8AM-4PM

Sound Amplification Type: N/A

Sound Amplification Start and End Times: N/A

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).**

Daisy Dawgs

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

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

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

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

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

We will have a food truck onsite for guests to the dealership

2 beers per person at event

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.

Michelle Winn — Applicant's Name (Print)

Signature — Date: 7/2/25

Town Planning Director Signature: Stephen Vern — Date: 7/8/25

OWNERS AUTHORIZATION

I hereby give CONSENT to Bulldog HD (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 CFB Powersports, LLC

Address 1043 Outlet Center Dr. *Zip* 27577

Phone Number 919-938-1592 *Email* carson@bulldoghorleydavidson.com

Signature: *Date:* 7/2/25

OWNER'S CONSENT FORM

Name of Event: TAKE A SPIN **Submittal Date:** 7/3/25

OWNERS AUTHORIZATION

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

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Signature of Owner Carson Baker *Print Name* 7/2/25 *Date*

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

☑ **PERMIT** ☐ **TRANSITIONAL PERMIT**

Date: 08/22/2024

Name of Establishment: Daisy Dawgs

Permittee: Diane Norton

Location Address: 131 Fallingbrook Dr

Manager/Person in Charge:

City: Kenly State: NC Zip: 27542

County: JOHNSTON

Billing Name: Diane Norton

Status Code: ☑ I ☐ T ☐ K

Billing Address:

Establishment ID: 04051040207

City: State: Zip:

Map #: Parcel ID:

Email Address: dnorton10767@gmail.com

Lat. Long.

Phone: (919) 980-0826 Fax:

Emergency Phone Number: (919) 980-0826

Permission is granted to operate a Pushcarts 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: NIK'S / 04051010107

Restaurant or Commissary Name and ID Number

Conditions/Remarks:
The only hazardous foods that can be sold, served or prepared are hot dog/sausage dog like foods and their condiments. No bare hand contact is allowed with ready to eat foods, must use gloves / tongs / deli paper / etc. Keep hot foods at 135F or above and cold foods at 41F or below at all times. Pushcart must report to commissary on a daily basis when in operation. All food prep, all food storage, condiment storage, trash disposal and dish-washing must take place at commissary. Keep metal stem thermometer, sanitizer and sanitizer test strips available at all times. If going to other counties to operate, that county must be contacted prior to going. Contact this department on a regular basis to notify location of operation. Within 210 days there must be certified food protection manager on duty or points may be deducted on sanitation grade. Cooling food is not allowed on pushcart. At the commissary: wash dishes, food prep, all food storage, single service storage, dump wastewater in approved location and dispose of trash. No menu or equipment changes without approval.
Vin#
Tag#

☐ **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: Dylan W. Neal Title: Mgr Date: 08/22/2024
Manager/Person In Charge

Signed: John Mullen Rogers RS#: 1848 Date: 08/22/2024
Division of Environmental Health

919-921-0109

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00) EHS 1341 (Revised 07/12) Environmental Health Section

Request for Town Council Action

Consent Agenda Item:	Application for Temporary Use Permit
Date:	08/05/2025

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

Issue Statement

Inner Shows, Inc. is requesting to hold a Fall Carnival at Carolina Premium Outlets September 12th-21st 2025.

Financial Impact

None

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. Map of site area

Staff Report

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

Inner Shows, Inc. is requesting to hold a Fall Carnival at Carolina Premium Outlets on September 12th through the 21st 2025. The weekday operating hours will be from 5:00 pm to 11:00 pm. The weekend operating hours will be from 1:00 pm to 11:00 pm. Over 100 people are expected to attend. Food will be sold. Smithfield Police will be contacted by the applicant to provide security. No trash cans have been requested.

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

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

Temporary Use Permit Application

TYPES OF TEMP USE OR EVENT

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

OTHER TEMP USES

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

Family Days Fall Fest Super Carnival
Name of Event

1025 Outlet Center Drive, Smithfield, NC
Location of Event/Use **(exact street address)**

Name Inners Shows - Donna Inners

Address 4091 Oak Circle, Franklinton, NC 27525

Phone number 919-529-1081

Email address tthiessen@kevaworks.com

Event date September 12 - 21, 2025

Will alcohol be sold or served? No

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

Event end time 11pm

Event set up time September 8 7am

Event cleanup time 10pm September 23

Sound amplification hours _____

Will food or goods be sold? Food

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

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

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

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

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

Method of Payment: Cash_____ **Check#**_____ **Credit Card**_____ **Amount $**_____

Payment received by: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Taylor Thiessen — Taylor Thiessen — 7/15/25

Applicant's Name (print) Signature Date

Planning Director signature: Stephen Wenn Date: 7/18/25

OWNERS AUTHORIZATION

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

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

Property owners name (print Carolina Premium Outlets

Address 1025 Outlet Center Dr., Suite 905, Smithfield NC ***Zip*** 27577

Phone number 919-989-8453 ***Email*** Jgaper@simon.com

Signature: Julie Gasper ***Date:*** 7/17/2025

EDWAMIN-01 MCHUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2025

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

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

PRODUCER
Johnson, Kendall & Johnson, Inc.
109 Pheasant Run
Newtown, PA 18940

CONTACT NAME:
PHONE (A/C, No, Ext): (215) 968-4741 FAX (A/C, No): (215) 968-0973
E-MAIL ADDRESS: info@jkj.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accredited Surety and Casualty Company, Inc.	26379
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Edward M. Inners & Sons Amus. dba Inners Shows
4091 Oak Circle
Franklinton, NC 27525

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR			1-RSL-NC-17-01538932-00	4/20/2025	4/20/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	Excluded
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						PER LOCATION AG	$	8,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			1-RSL-NC-19-01538934--00	4/20/2025	4/20/2026	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	3,000,000
	EXCESS LIAB CLAIMS-MADE			1-RSL-NC-17-01538933-00	4/20/2025	4/20/2026	AGGREGATE	$	3,000,000
	DED X RETENTION $ 0							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CAROLINA PREMIUM OUTLETS, LLC, a Delaware limited liability company and KevaWorks, LLCare Additional Insured with respect of the Named Insured, and where required by written Contact. are Additional Insured for General Liability with respect to the operations of the Named Insured, and where required by written contract.

Dates: September 8 – 23, 2025.

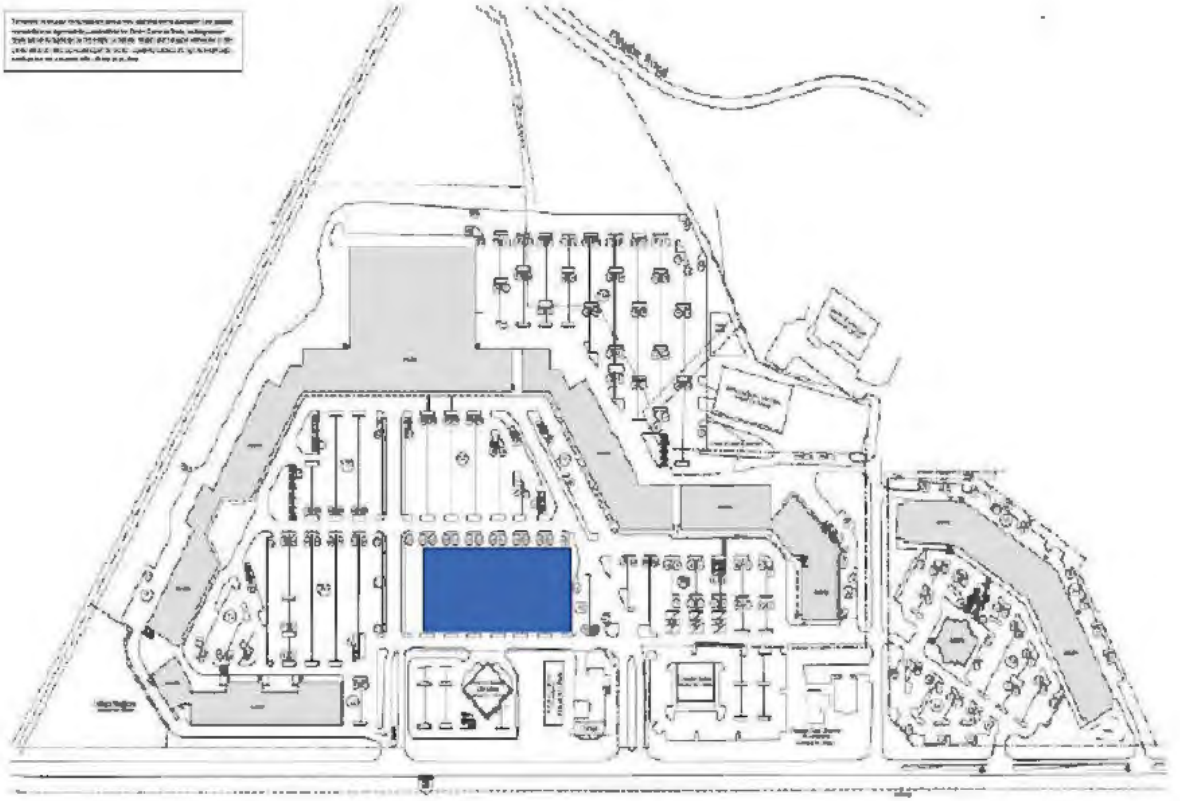
CERTIFICATE HOLDER

CAROLINA PREMIUM OUTLETS, LLC
a Delaware limited liability company
1025 Outlet Center Drive
Suite 905
Smithfield, NC 27577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


Site Plan
0 100 200
Carolina Premium Outlets
SIMON
PREMIUM OUTLETS

New Hire Report

Consent Agenda Item: New Hire / Vacancy Report
Date: 08/05/2025

Background

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

In addition, please find the following current vacancies:

Position	Department	Budget Line
Police Officer (1 position)	Police	10-20-5100-5100-0200
Police Officer – SRO	Police	10-20-5100-5100-0200
Fire Inspector	Fire	10-20-5300-5100-0200
Facility Maintenance Specialist	PW – Appearance	10-60-5500-5100-0200
Public Works Crew Leader (Streets)	PW – Streets	10-30-5600-5100-0200
Sanitation Worker (2)	PW – Sanitation	10-40-5800-5100-0200
Administrative Support Specialist	SRAC	10-60-5220-5100-0200
Water Plant Operator	PU- Water Plant	30-71-7200-5100-0200
Construction Inspector/Utility Line Locator	Public Utilities	30-71-7220-5100-0200
		31-72-7230-5100-0200

Action Requested

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

Position	Department	Budget Line	Rate of Pay
Asst. Aquatics Supervisor	SRAC	10-60-6220-5100-0200	$27.80/hr. ($57,824.00/yr.)
Utility Line Mechanic (2)	PU – Water/Sewer	30-71-7220-5100-0200	$18.52/hr. ($38,521.60/yr.)
PT- Collection Assistant	Finance	31-72-7230-5100-0200	$19.28/hr.

Business Items

Request for Town Council Action

Business Agenda Item:	**Eva Ennis Pedestrian Crossing**
Date:	08/05/2025

Subject:	Eva Ennis Splash Pad Pedestrian Crossing
Department:	Public Works / Parks and Recreation Departments
Presented by:	Parks and Recreation Director - Gary Johnson
Presentation:	Business Item

Issue Statement

The Parks and Recreation Department and the Public Works Department are requesting consideration and approval to place speed humps and signage for improved safety on MLK, Jr. Dr. at the pedestrian crossing at the Eva Ennis Splash Pad.

Financial Impact

Amount of Bid & Agreement: $ 6,750.00

Action Needed

Approval to place speed humps and signage for improved safety on MLK, Jr. Dr. at the pedestrian crossing at the Eva Ennis Splash Pad.

Recommendation

Approval to place speed humps and signage for improved safety on MLK, Jr. Dr. at the pedestrian crossing at the Eva Ennis Splash Pad.

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Map / Drawing
3. Quotes

Staff Report

Business Agenda Item: Eva Ennis Pedestrian Crossing

In the 2025/2026 Fiscal Year Budget, the Council approved the allocation of $ 10,000.00 for safety improvements to the pedestrian crossing between Smith-Collins Park and the Eva Ennis Splash pad. Upon approval of the budget, The Parks and Recreation Department and the Public Works Department were assigned this task.

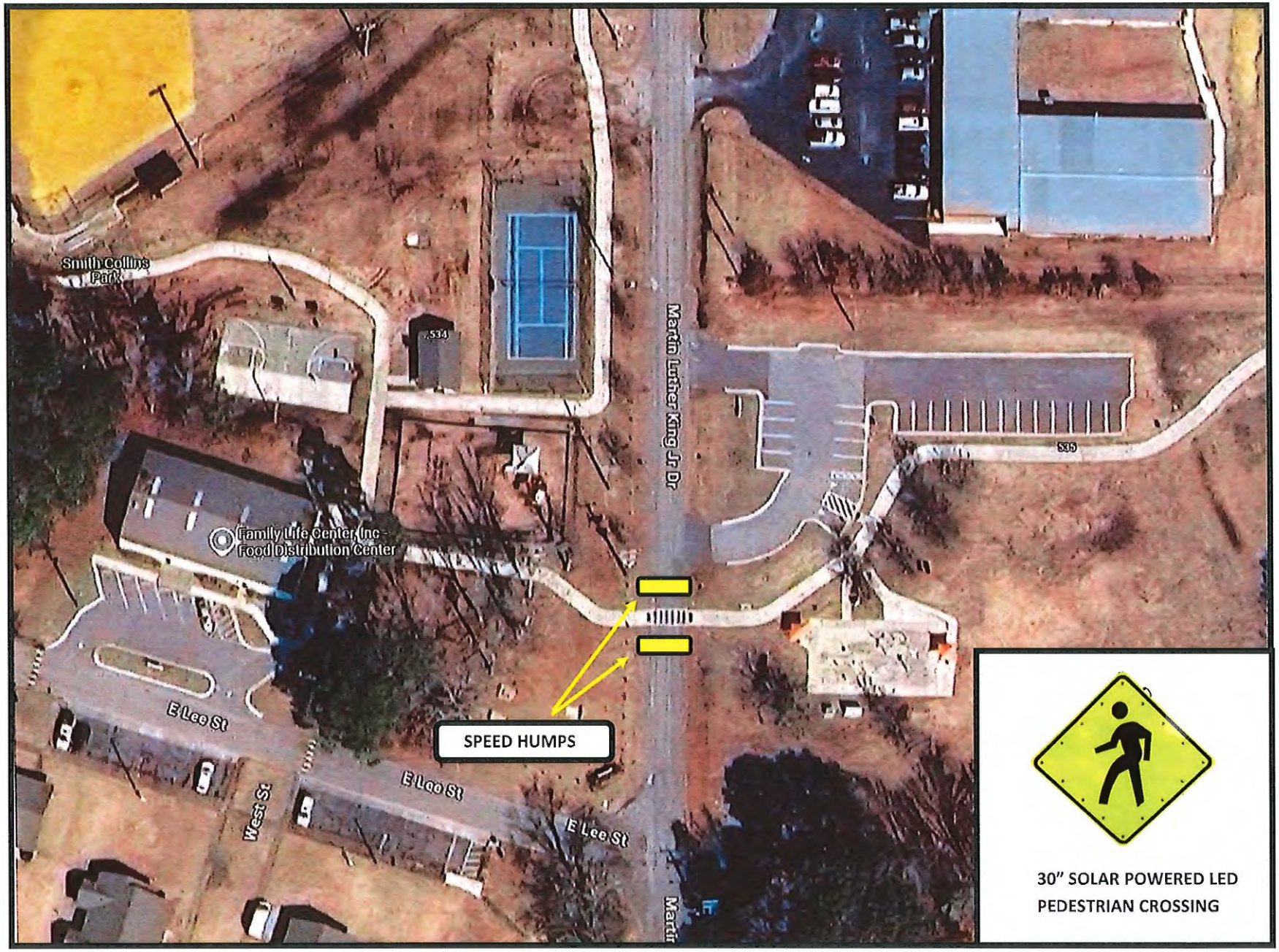
Staff recommends placing speed humps on MLK, Jr. Drive on each side of the crossing and adding solar powered, LED lit signs to warn drivers of the upcoming speed humps. These signs would flash 24 hours a day.

The cost of the speed bumps would be $ 4,750.00 as quoted by Denton Contracting, LLC.

The cost of the signs would be $ 1,798.00 plus shipping and any additional costs with installation (posts, hardware, etc.)

Total cost of the project is expected not to exceed $ 7,000.00. This is less than the allocated budget.

Staff is requesting approval to add speed humps and signage at the pedestrian crossing between Smith-Collins Park and the Eva Ennis Splash Pad.



SMITHFIELD PARKS AND RECREATION

EVA ENNIS SPLASH PAD PEDESTRIAN CROSSING

Denton Contracting, LLC

2916 Nahunta Rd.
Pikeville, NC 27863
919-396-1353
DentonContracting@gmail.com

Proposal:

July 8, 2025

ATTN: Lawrence Davis

Town of Smithfield

Eva E Ennis Splash Pad Park Speedbumps

Description:

- Speedbumps
    - Install (2) speedbumps across road at pedestrian walkway

Total: **Labor & Materials $4,750.00**

50% deposit due prior to mobilization. Remaining balance to be paid within (7) days of completion.

Signed and accepted on this ____ day of _____, 2025.

Owner:

By: _____ Title: _____

Denton Contracting, LLC:

By: _____ Title: _____

SKU: CCRS002-030

30" Solar Powered Flashing Crosswalk Sign for Safety

★★★★★ 1 Review

$899.99

Shipping Weight: **14.00** pounds

Quantity in Basket: *None*

SHEETING TYPE:

- ○ Engineer Grade Yellow
- ○ Diamond Grade Fluorescent Yellow-Green + $75.00

CONFIGURATION OPTIONS:

- ○ Standard Battery & Solar Panel
- ○ AC Powered Control Box

☐ Back to Back System Required +$799.99

Qty

−	1	+

ADD TO CART

ADD TO WISH LIST

DESCRIPTION +

LED Lighting Solutions' 30" Solar LED Crossing Sign is designed with MUTCD specifications and is part of our Solar Traffic and Safety series. This sign is composed of Bright Flashing LED lights, Reflective 3M material, Aluminum alloy board and Solar board, which is made to MUTCD (W11-2) specifications and can be seen from over 2500ft. These signs are used to actively warn drivers that there is a Crosswalk Sign and to come to a full stop to allow pedestrians to cross the road safely. This product is made for commercial, residential, school and government use. The 30" Solar LED Crossing Sign will increase visibility for drivers on the road or in shopping centers with its bright blinking (flashing) LED lights. Join hundreds of cities, municipalities, companies, and industries using Solar Flashing Crosswalk Signs and help reduce incidents in your area.

PRODUCT SPECIFICATIONS:

PRODUCT CODE: CCRS002-030
MUTCD: W11-2 Pedestrian Crossing Sign
TYPE: 30" Solar Flashing LED Crosswalk Traffic Safety Sign
SOLAR CHARGING PANEL: 8W/12V

FLASH PATTERN: MUTCD Single Flash
BATTERY: 12V/6600mAH
WORKING MODE: 24/7 or Dusk to Dawn
SIGN COLOR: Engineer grade yellow or Diamond Grade Fluorescent Yellow/ Green
VISIBLE DISTANCE: >2500 feet
WORKING TIME: After one full charge, 5-7 consecutive days
BATTERY LIFE SPAN: 3-5 Years
DIMENSIONS:
SIGN: 30-inch Diamond (30"x30")
CONTROL BOX: 13.75" x 12" x 1.75"
WARRANTY: 3 Year Full Warranty
APPLICATIONS: Streets, Parking Lots and more
STANDARD HARDWARE: FITS 3" to 4" DIAMETER POSTS

Double Side (Back-to-Back) Configuration Includes:
- QTY: 2 - 30" Crosswalk Signs
- QTY 1 All in one Solar panel + Control Box + Battery
- All required connectors

The CCRS002 adheres to the MUTCD standards found within MUTCD guidelines Section 2A.07 for Retroreflectivity and Illumination
- Illumination of a sign by Light emitting diodes (LEDs)
- Sign Element to be Illuminated: (1) Symbol or word message (2) Portions of the sign border
- LEDs are placed within 1 border unit of border and within words
- LEDs are yellow/amber in color
- LEDs are within 1/4" in width
- LEDs flashing at a rate of 50 times per minute
- Background of sign is standard 3M reflective engineering grade material

FREQUENTLY ASKED QUESTIONS:

Q: What is the difference between Engineer Grade and Diamond Grade?
A: Engineer Grade sheeting comes standard on the sign and uses glass beads or prismatic optical technology to reflect light. The Engineer Grade sheeting we offer will be a standard yellow color. The Diamond Grade sheeting option offers superior reflectivity for short and long distances and will come in a Fluorescent-Yellow sheeting.

Q: Would any pole work with this sign?
A: We offer hardware that fits up to a 4" round pole for our Legacy series flashing signs. Our new slim line, Helios Series does not come with hardware, but BOTH styles are easy to install and compatible with any standard traffic post (Telspar, u-channel, round straight, etc.).

Q: Can the sign be AC powered?
A: Yes! It can be either AC or Solar with Solar power being our most popular and standard stock option.

Q: Do you have a video of the sign operating?
A: Yes, we have several set-up and un-boxing videos on our YouTube channel and under the product listing on our website.

Q: Where is the connector cord on the sign?
A: The connector cord comes out from the top/side of the sign unit.

Q: What is the operational expectancy for each sign series?
A: Both our sign series solar versions are expected to operate fully for 3-5 years (depending on environment and usage). The solar panel/control box then can be replaced to give the sign an additional 3-5 years working expectancy.

Q: Can I order a custom sign?
A: We offer custom signs on both our Legacy signs and Helios Series.

INSTALLATION:
Q: Do the solar panel/control boxes work immediately or do they have to charge up first?
A: Like all solar products, they are made with a rechargeable battery that will need to be laid in bright sunshine to obtain an initial charge before operation. Once the control box has been charged for 2 full sunny days, it can be activated for use with the traffic sign.

Q: Where is the solar panel mounted?
A: We recommend mounting it as high as you can on your signpost facing optimal sunlight and best distance to connect to the sign.

Q: How easy is it to hook up the solar powered signs?
A: Very easy! Our solar LED signs are designed to be "plug and play" with minimal set-up. After the solar control box has completed its initial charge, the sign and control box can be installed. Then the 2 cords connect and are good to operate from there.

OPERATION:
Q: Can this sign be turned on and off with an app or laptop?
A: Yes. We offer an app for Android users that can operate the sign's solar control box via Bluetooth app with on/off functions, timer options and dimming options. It must be a device that supports APK files, and the user must be within 55ft to manage changes.

Q: Does the solar sign have an App for iPhone/iOS?
A: No, only Android/APK file compatible devices for now. We are in development for an iOS/iPhone app. The standard solar box that accompanies this product will operate 24/7 factory standard, and any adjustments can only be made with the Android (APK) app.

Q: Does the solar sign shut off in the daytime?
A: Standard operation for the solar Bluetooth control box will be 24 hours unless adjusted within the Android phone/tablet app.

Q: Can I program it to function at specific times or just come on after dark?
A: The functionality and operation times can be adjusted with the programmable timer via the free Android app.

Q: What flash pattern does the sign use?
A: The sign features a single-pulse flash pattern within the MUTCD frequency requirements of 50 to 60 flashes per minute to avoid epileptic issues and other optical issues.

Solar Thingz' Crosswalk Signs

Charging a Solar Powered Control Box | How To

REVIEWS -

DOCUMENTS -

(http://ledlighting-solutions.com/PDF/Sign_Warranty.pdf)

(http://ledlighting-solutions.com/PDF/Sign_Warranty.pdf)
(http://ledlighting-solutions.com/PDF/Sign_Warranty.pdf)

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(http://ledlighting-solutions.com/PDF/Sign_Warranty.pdf)
(https://ledlighting-solutions.com/24-push-button-led-flashing-crosswalk-system.html)

(https://ledlighting-solutions.com/24-solar-powered-flashing-crosswalk-sign.html)

:acon-system-with-push-button-

(https://ledlighting-solutions.com/24-solar-powered-flashing-crosswalk-sign.html)

-activation.html)

(https://ledlighting-solutions.com/24-

push-button-led-flashing-crosswalk-system.html)
24" Solar-Powered LED Flashing Crosswalk System
(https://ledlighting-solutions.com/24-push-button-led-flashing-crosswalk-system.html)
$3,499.99

24" Solar Powered Flashing Crosswalk Sign for Safety
(https://ledlighting-solutions.com/24-solar-powered-flashing-crosswalk-sign.html)
$799.99

This is a LED solar traffic safety warning sign built based off MUTCD requirements. It is built for commercial, residential, school and government. This pedestrian crossing sign will increase visibility for drivers on the road or in shopping centers with its bright blinking (flashing) LED lights. Due to the fact that this sign is completely solar powered, it will be easy to install and very easy to use. Our solar powered LED blinking stop sign is visible from more than 2500 feet away, which will act as a warning signal for drivers to watch for potential pedestrians crossing the road. On a single charge, this product can last up to 5-7 days. LED technology effectively decreases overall energy expenditure and operation cost. Each solar powered LED blinking stop sign can be programmed to operate for either: 24 hours a day or 12 hours a day.

LEDLIGHTING SOLUTIONS

LEDLIGHTING-SOLUTIONS.COM

42410 WINCHESTER RD
TEMECULA, CA 92590

7355 GRAHAM DR
FAIRBURN, GA 30213

951-821-4614 (TEL:951-821-4614)

EMAIL US (HTTPS://LEDLIGHTING-SOLUTIONS.COM/CONTACT-US.HTML)

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4.7 ★★★★★ ShopperApproved (https://www.shopperapproved.com/reviews/ledlighting-solutions.com)

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Request for Town Council Action

Business Item:	**Vacant Council Seat**
Date:	08/05/2025

Subject:	Vacant Council Seat
Department:	General Government
Presented by:	Town Manager - Michael Scott
Presentation:	Business Item

Issue Statement

The District 1 Seat is vacant and must be filled by the process approved by the Town Council. The Manager will discuss the status of those District 1 residents who applied to temporarily fill the vacant District 1 Seat.

Financial Impact

None

Action Needed

Approve timeline and next steps for filling the vacant seat.

Recommendation

Approve Timeline

Approved: ☑ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. District One Seat Applications

STAFF REPORT

Business Item:	Vacant Council Seat

Staff will provide information on candidates to temporarily fill the vacant council seat in District 1.

Previously approved discussions included having a Meet and Greet with the public and the candidates on August 12th and complete the process of filling the vacant seat on August 19th with the approved candidate being sworn in at that meeting.

SMITHFIELD
NORTH CAROLINA

RECEIVED
JUL 17 2025
BY EA @ 10:15 AM

APPLICATION FOR SMITHFIELD TOWN COUNCIL
2025 DISTRICT ONE

NOTE: YOU MUST LIVE IN DISTRICT ONE TO APPLY FOR THE REMAINDER OF THE TERM.

FULL NAME Dr. Gettys Cohen, Jr.

HOME ADDRESS 3 Aspen Drive **ZIP** 27577

HOW LONG AT THIS ADDRESS Since 1980

HOW LONG HAVE YOU BEEN A RESIDENT OF SMITHFIELD Since 1980

CELL PHONE ( ) 864-978-6293 **PERSONAL PHONE ( )** 919-934-0339

EMAIL Drgg1@hotmail.com

DATE OF BIRTH [illegible]

CURRENT EMPLOYER Retired

JOB TITLE Retired Dentist

YEARS IN CURRENT POSITION 5 years

JOB DUTIES N/A

OTHER EMPLOYMENT HISTORY

- (1). Classroom Teacher at Spartanburg City School 1966-1969
- (2). Assistant Professor at Howard University 1974-1976
- (3). Staff Dentist at Cherry Hospital 1976-1987.....
- (4). Director of Dental Services at Murry Corretional Center 1988-1990
- (5). Director of Dental Services at Umstead Hospital 1990-1995
- (6). Private Practice in Smithfield 1995-2020 (full time)
- (7). Retired from 2020 to present

1. **Why are you interested in serving on the Smithfield Town Council?**

I want to serve on the Smithfield Town Council to be an additional voice for the people. Advocating for how the town budget is developed and advocating for where and how our tax dollars are spent. How projects are prioritized is also an important task, and advocating for the passage of laws that are not unjust. I want to be a bridge between residents and the town government, ensuring residents' concerns are heard and addressed.

2. **Please provide examples of your past service and involvement in Smithfield and/or other communities in which you have lived. How do you feel these experiences would assist you**

My leadership roles in Johnston County give me the opportunity to serve on committees that influence government decisions. I have used my voice to promote change for the common good for all people. I am passionate about public service work. I love the Town of Smithfield and its residents. I have attended town hall meetings sponsored by the Town to be a voice. I am thankful to have served on search committees and other initiatives as needed.

3. **What do you think are the two highest priorities for the Smithfield Town Council and how would you work to achieve them?**

While Smithfield is located in the fastest county in North Carolina, jobs, public transportation, education, health care, food distribution, and infrastructure overall need a watchful eye. Public transportation and public safety move to the top of the list. I would study and review the history of cities and regions for suggestions.

4. **What other information would you like the Town Council to consider about your application?**

I have a proven track record as a servant leader at Saint John African Methodist Episcopal Church, President Emeritus of the Johnston County Branch of the NAACP, Member of the Executive Committee of the Johnston County Democratic Party, and not limited to these. I am a husband, father, and grandfather.I believe strongly in what Scripture says, Micah 6:8: "God has shown you what is expected of you, love mercy, do justly and walk humbly with God."

ARE YOU A RESIDENT OF DISTRICT ONE? Yes

ARE YOU A REGISTERED VOTER? Yes

DID YOU VOTE IN THE LAST MUNICIPAL ELECTION? (2023) Yes

EDUCATION (Include Degrees Completed)

Bachelor of Science Degree.....Benedict College.....Columbia, SC

Doctor of Dental Surgery.....Howard University.....Washington, D.C.

Master of Divinity.....North Carolina Theological Seminary....Clinton, NC

Doctor of Theology.....North Carolina Theological Seminar.....Clinton, NC

SPOUSE'S NAME Mrs. Shirley O'Neal Cohen

SPOUSE'S EMPLOYER Retired

SPOUSE'S TITLE Retired Educator

AFFIRMATION OF ELIGIBILITY:

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

Yes _____ No X If yes, explain complete disposition. _____

Have you ever been convicted of a criminal misdemeanor or felony in any jurisdiction?

Yes _____ No X If yes, explain complete disposition. _____

Are there any possible conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?

Yes _____ No X If yes, explain conflict. _____

I understand this application is a public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation.

Signature: Nettys Cohen

Date: 7/17/2025

(Invalid if Not Signed)

RETURN COMPLETED FORM TO:

Smithfield Town Clerk
Attn: Elaine Andrews
350 East Market Street
P.O. Box 761
Smithfield, NC 27577

or

elaine.andrews@smithfield-nc.com

DO NOT SUBMIT RESUMES/ATTACHMENTS—YOU MAY ONLY ATTACH ADDITIONAL PAGES TO ANSWER THE QUESTIONS IF NEEDED.

Applications must be received by 5:00 p.m. on August 01, 2025 At Smithfield Town Clerk's Office, 350 East Market Street, Smithfield NC 27577

APPLICATIONS NOT RECEIVED BY THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.

THIS APPLICATION IS A PUBLIC DOCUMENT

SMITHFIELD
NORTH CAROLINA

RECEIVED
JUL 17 2025
BY: 15:32

APPLICATION FOR SMITHFIELD TOWN COUNCIL
2025 DISTRICT ONE

NOTE: YOU MUST LIVE IN DISTRICT ONE TO APPLY FOR THE REMAINDER OF THE TERM.

FULL NAME Nariman Jeff Jaminia

HOME ADDRESS 431 Oak Street **ZIP** 27577

HOW LONG AT THIS ADDRESS October-31-2024 (~1 year)

HOW LONG HAVE YOU BEEN A RESIDENT OF SMITHFIELD 10-31-2024

CELL PHONE (1) 919-275-0129 **PERSONAL PHONE (1)** 919-586-5079

EMAIL JJaminia@Gmail.com

DATE OF BIRTH [illegible]

CURRENT EMPLOYER ABC Fitness Solutions LLC

JOB TITLE Kaseya Project Manager

YEARS IN CURRENT POSITION 6+ years

JOB DUTIES Managing the security, uniformity, compliance and updates for approximately 26,000 computers at gyms and hospitals/fitness clubs across the US and globally.

OTHER EMPLOYMENT HISTORY Fuquay Tire and Automotive, United Pest Management, Centurylink, Autozone, Advanced Auto Parts, Wilco-Hess, Highwoods Answering Service, etc.

1. **Why are you interested in serving on the Smithfield Town Council?** To directly influence local policies, help improve community services, help make decisions about the towns budget, and be a voice for my neighbors' concerns. This is an opportunity to make a real, positive impact right here in my own community.

2. **Please provide examples of your past service and involvement in Smithfield and/or other communities in which you have lived. How do you feel these experiences would assist you in serving as a Council member?** I spent most of my adult life in the county, between Angier and Lillington. This is the first time I have been a land owner within city limits. I did volunteer with the Lillington Fire Department as long as I could meet their physical expectations. In my free time I would assist stuck motorists and clear debris during severe weather.

3. **What do you think are the two highest priorities for the Smithfield Town Council and how would you work to achieve them?** I believe the two highest priorities are managing growth responsibly and revitalizing our downtown. To achieve this I would advocate for smart zoning that balances development with our small-town charm and actively seek grants and partnerships to invest in downtown infrastructure and attract new businesses.

4. **What other information would you like the Town Council to consider about your application?** I recently made the significant decision to purchase a home in smithfield, the largest investment for many American families. This choice reflects my profound hope and faith in our towns present and its promising future. As my family puts down roots here, with my son being born at UNC Smithfield, my motivation to ensure our town continues to grow and prosper is deeply personal. The future of my family is directly intertwined with the future of Smithfield.

ARE YOU A RESIDENT OF DISTRICT ONE? yes

ARE YOU A REGISTERED VOTER? yes

DID YOU VOTE IN THE LAST MUNICIPAL ELECTION? (2023) Not in city limits

EDUCATION (Include Degrees Completed) High School, Some College, and Kaseya certifications. ASE certifications and was licensed by NC for pest control after course.

SPOUSE'S NAME Amber Lynn Jaminia

SPOUSE'S EMPLOYER Brightspeed

SPOUSE'S TITLE RAS

AFFIRMATION OF ELIGIBILITY:

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

Yes _____ No X If yes, explain complete disposition. Not applicable

Have you ever been convicted of a criminal misdemeanor or felony in any jurisdiction?

Yes _____ No X If yes, explain complete disposition. Not applicable

Are there any possible conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?

Yes _____ No X If yes, explain conflict. Not applicable

I understand this application is a public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation.

Signature: Norman J. Jaminia

Date: 07/16/2025

(Invalid if Not Signed)

RETURN COMPLETED FORM TO:

Smithfield Town Clerk
Attn: Elaine Andrews
350 East Market Street
P.O. Box 761
Smithfield, NC 27577

or

elaine.andrews@smithfield-nc.com

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THIS APPLICATION IS A PUBLIC DOCUMENT

SMITHFIELD
NORTH CAROLINA

RECEIVED
JUL 29 2025
BY: EA @ 1:26pm

APPLICATION FOR SMITHFIELD TOWN COUNCIL
2025 DISTRICT ONE

NOTE: YOU MUST LIVE IN DISTRICT ONE TO APPLY FOR THE REMAINDER OF THE TERM.

FULL NAME Felicia Colette Baxter

HOME ADDRESS 1107 Massey Street, Smithfield **ZIP** 27577

HOW LONG AT THIS ADDRESS 2 years 4 Months

HOW LONG HAVE YOU BEEN A RESIDENT OF SMITHFIELD 2 years, 4 months

CELL PHONE (919) 434-9483 **PERSONAL PHONE** ( ) Same

EMAIL feliciacbaxter07@gmail.com

DATE OF BIRTH [illegible]

CURRENT EMPLOYER Scouting America, (formally Boy Scouts of America)

JOB TITLE Unit Growth Executive

YEARS IN CURRENT POSITION Started July 16, 2026
(previous position w/ CDC ended due to federal cuts)

JOB DUTIES My role as the Unit Growth Executive with Scouting America is to meet with community leaders, establish community partnerships and genuine relationships with the purpose of organizing cub Scout Packs & Scout BSA troops on sat.

OTHER EMPLOYMENT HISTORY

- CDC Foundation - Nov 2024 - July 2025 (contract ending due to Federal Funding Cuts) - Workforce Development Manager - partnership with Depart. of Public Health
- NCDHHS - 2023 - 2024 (contract) Communication Specialist & HR Recruiter.

1. **Why are you interested in serving on the Smithfield Town Council?** I am interested in serving on the Smithfield Town Council for District one, to not only honor and continue the work established by Marlon Lee but also continue to help shape a future (in partnership with the other districts and Mayor) that supports the growth, equity and opportunity for all residents of the community I deeply care about. I believe my work in workforce development and public service can bring a fresh, solution-focused perspective to the table. And with the communities support we will continue to move forward.

2. **Please provide examples of your past service and involvement in Smithfield and/or other communities in which you have lived. How do you feel these experiences would assist you in serving as a Council member?** I've been actively involved through my work with the S.C Food Pantry (located in East Smithfield) where I help coordinate food distribution, connect families to resources and building relationships with community members. I have also supported students by helping develop workforce initiatives to help students build a career plan, I also volunteer with other non profit organization in Raleigh from the Governor Morehead School of the Blind as well as Ride for your Life, and others. These experiences have equipped me with strong communication, planning and advocacy skills that I'll bring to the Town Council to support inclusive decision-making and community driven progress.

3. **What do you think are the two highest priorities for the Smithfield Town Council and how would you work to achieve them?**
① Economic Development: I would continue to volunteer with the downtown development team, to focus on ways to attract new businesses while supporting local entrepreneurs. I would also work outside of the scope of downtown Smithfield to bring awareness to the unserved areas as well by promoting incentives, improving access to resources & encouraging workforce training partnerships with local schools & organizations. ② Community Engagement → over

4. **What other information would you like the Town Council to consider about your application?** I would like the council to consider my application because of my passion to serve others, continuing the work of Councilman Lee, to honor his community legacy and his family, my commitment to the community, continue to ensure transparency for all and bring a collaborative spirit, a fresh perspective, and a passion for creating opportunities that benefit all residents. Its a team effort. I am ready to listen, learn and lead with integrity.

ARE YOU A RESIDENT OF DISTRICT ONE? Yes

ARE YOU A REGISTERED VOTER? Yes

DID YOU VOTE IN THE LAST MUNICIPAL ELECTION? (2023) Yes

EDUCATION (Include Degrees Completed) HS: Athens Drive; college: graduate of NC State University; graduate school: MBA from AIU.

SPOUSE'S NAME NA

SPOUSE'S EMPLOYER _____

SPOUSE'S TITLE _____

AFFIRMATION OF ELIGIBILITY:

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

Yes _____ No ✓ If yes, explain complete disposition. _____

_____

_____

Have you ever been convicted of a criminal misdemeanor or felony in any jurisdiction?

Yes _____ No ✓ If yes, explain complete disposition. _____

_____

_____

Are there any possible conflicts of interest or other matters that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?

Yes _____ No ✓ If yes, explain conflict. _____

_____

_____

I understand this application is a public record, and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation.

Signature: _____

Date: 7. 29. 2025

(Invalid if Not Signed)

RETURN COMPLETED FORM TO:

Smithfield Town Clerk
Attn: Elaine Andrews
350 East Market Street
P.O. Box 761
Smithfield, NC 27577

or

elaine.andrews@smithfield-nc.com

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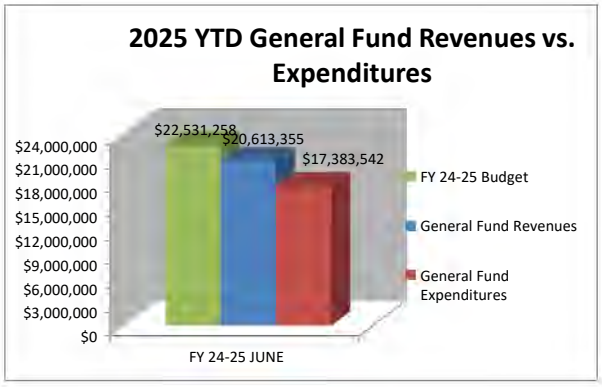
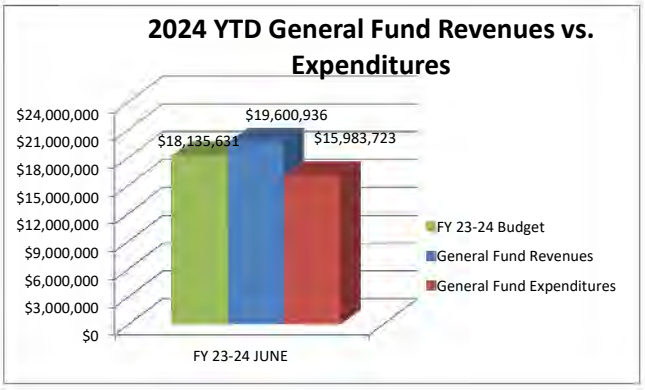
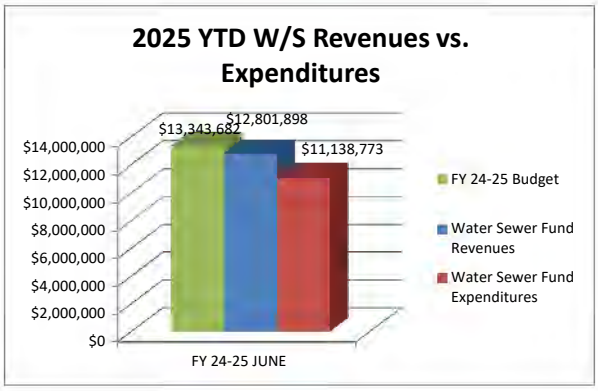
THIS APPLICATION IS A PUBLIC DOCUMENT

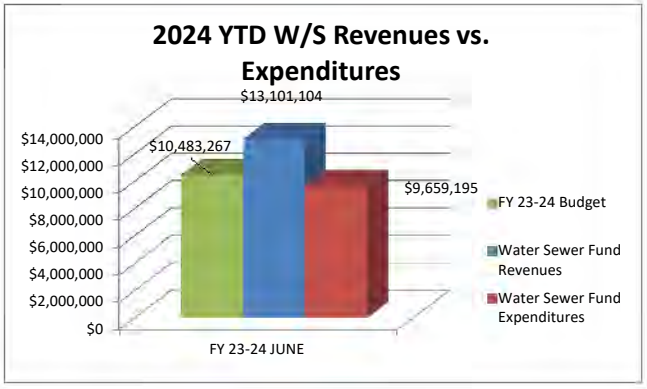
Financial Report

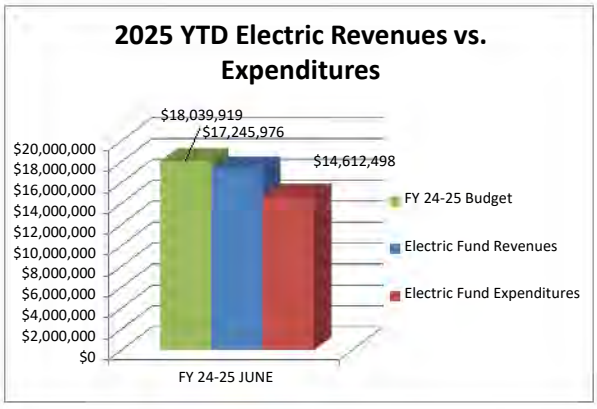
Town of Smithfield
Revenues vs. Expenditures

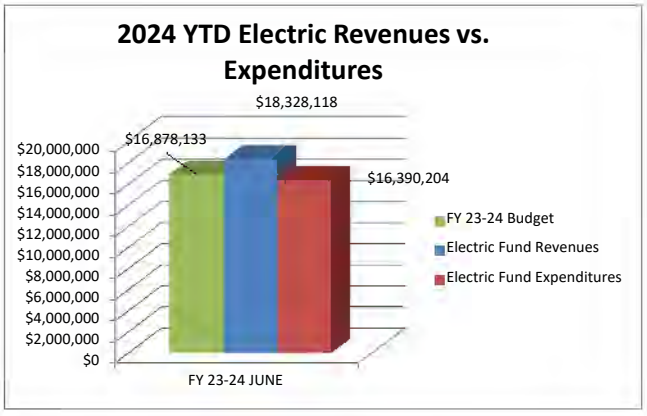












TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
June 30, 2025
Gauge: 12/12 or 100 Percent **100.00%**

GENERAL FUND				
Revenues	**Actual to Date FY '23-24**	**Budget FY '24-25**	**Actual to Date FY '24-25**	**YTD % Collected**
Ad Valorem Taxes	$ 9,112,396	$ 9,439,025	$ 9,556,249	101.24%
Other Taxes and Licenses	65,868	116,175	156,240	134.49%
Unrestricted Intergovernmental	5,460,426	4,922,000	4,426,255	89.93%
Restricted Intergovernmental	494,334	485,940	468,875	96.49%
Permits and Fees	2,735,949	2,581,525	2,771,462	107.36%
Investment Earnings	495,376	422,089	432,161	102.39%
Miscellaneous	551,054	838,538	949,924	113.28%
Transfer From Other Funds	624,790	1,748,401	1,748,401	100.00%
Sale of Fixed Assets	53,509	52,175	52,648	100.91%
Insurance Recovery	7,234	51,125	51,140	100.03%
Fund Balance Appropriated	-	1,874,265	-	0.00%
Total	$ 19,600,936	$ 22,531,258	$ 20,613,355	91.49%

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
June 30, 2025
Gauge: 12/12 or 100 Percent

Expenditures	Actual to Date FY '23-24	Budget FY '24-25	Actual to Date FY '24-25	100.00% YTD % Spent
General Gov.-Governing Body	$ 500,972	$ 768,092	$ 588,961	76.68%
Non Departmental	760,771	981,358	797,928	81.31%
Debt Service	438,274	419,096	419,094	100.00%
Finance	163,806	164,050	152,207	92.78%
IT	243,081	220,275	176,176	79.98%
Planning	338,304	456,100	411,322	90.18%
Police	4,212,398	6,066,607	5,449,905	89.83%
Fire	3,117,643	3,720,666	3,151,359	84.70%
General Services/Public Works	667,980	1,502,508	896,570	59.67%
Streets	409,533	2,309,204	404,575	17.52%
Motor Pool/Garage	181,598	192,900	169,247	87.74%
Powell Bill	520,982	398,195	264,769	66.49%
Sanitation	1,833,467	2,060,064	1,646,187	79.91%
Stormwater	159,757	379,580	332,050	87.48%
Parks and Rec	1,214,393	1,570,263	1,402,904	89.34%
SRAC	1,176,529	1,271,000	1,082,068	85.14%
Sarah Yard Center	44,235	51,300	38,220	74.50%
Total	$ 15,983,723	$ 22,531,258	$ 17,383,542	77.15%

YTD Fund Balance Increase (Decrease)	3,617,213	-	3,229,813

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
June 30, 2025
Gauge: 12/12 or 100 Percent **100.00%**

WATER AND SEWER FUND

Revenues	Actual to Date FY '23-24	Budget FY '24-25	Actual to Date FY '24-25	YTD % Collected
Water Sales	$ 6,542,342	$ 5,592,250	$ 6,146,746	109.92%
Sewer Sales	5,804,153	$ 5,049,800	5,396,722	106.87%
Connection and Tap Fees	126,069	145,675	147,500	101.25%
Miscellaneous	314,710	1,208,275	377,231	31.22%
Interest Earnings	313,830	263,275	265,922	101.01%
Sale of Fixed Assets	-	550	551	100.18%
Transfer from Booker Dairy Rd Fund	-	457,896	457,896	100.00%
Insurance Recovery	-	9,325	9,330	100.05%
Fund Balance Appropriated	-	616,636	-	0.00%
Total	$ 13,101,104	$ 13,343,682	$ 12,801,898	95.94%

Expenditures	Actual to Date FY '23-24	Budget FY '24-25	Actual to Date FY '24-25	YTD % Spent
Water Plant (Less Transfers)	$ 2,283,755	$ 2,905,526	$ 2,245,955	77.30%
Water Distribution/Sewer Coll (Less Transfers)	4,770,738	7,509,270	6,044,184	80.49%
Transfer to W/S Capital Project Fund	1,350,000	1,006,900	961,214	95.46%
Transfer to W/S Capital Reserve Fund	-	590,000	590,000	100.00%
Capital Outlay	227,679	271,700	237,174	87.29%
Debt Service	1,027,023	1,060,286	1,060,246	100.00%
Contingency	-	-	-	#DIV/0!
Total	$ 9,659,195	$ 13,343,682	$ 11,138,773	83.48%

YTD Fund Balance Increase (Decrease)	3,441,909	-	1,663,125

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
June 30, 2025
Gauge: 12/12 or 100 Percent **100.00%**

ELECTRIC FUND

Revenues	Actual to Date FY '23-24	Budget FY '24-25	Actual to Date FY '24-25	YTD % Collected
Electric Sales	$ 17,679,769	$ 16,650,550	$ 16,640,288	99.94%
Connection Fees	94,475	96,775	97,025	100.26%
Miscellaneous	138,556	143,650	144,674	100.71%
Penalties	90,283	103,025	106,693	103.56%
Investment earnings	324,884	250,000	242,352	96.94%
Sale of Fixed Assets	151	275	289	105.09%
Insurance Recovery	-	14,650	14,655	100.03%
Fund Balance Appropriated	-	782,544	-	0.00%
Total	$ 18,328,118	$ 18,041,469	$ 17,245,976	95.59%

Expenditures	Actual to Date FY '23-24	Budget FY '24-25	Actual to Date FY '24-25	YTD % Spent
Administration/Operations	$ 2,935,184	$ 3,556,450	$ 2,981,659	83.84%
Purchased Power - Non Demand	4,964,839	5,800,596	5,665,015	97.66%
Purchased Power - Demand	6,243,690	6,752,361	6,330,952	93.76%
Purchased Power - Debt	1,156,176	1,156,176	1,156,176	100.00%
Debt Service	342,585	342,586	342,585	100.00%
Capital Outlay	20,260	35,000	32,880	93.94%
Transfers to Electric Capital Project Fund	632,320	103,150	103,116	99.97%
Transfers to Electric Capital Reserve Fund	-	200,000	200,000	100.00%
Transfers to General Fund	95,150	95,150	95,150	100.00%
Total	$ 16,390,204	$ 18,041,469	$ 16,907,533	93.71%
YTD Fund Balance Increase (Decrease)	1,937,914	-	338,443	

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
June 30, 2025
Gauge: 12/12 or 100 Percent **100.00%**

CASH AND INVESTMENTS FOR JUNE 2025					
General Fund (Includes P. Bill and ARPA)	24,846,885				
Water and Sewer Fund	15,214,143				
Electric Fund	11,497,211				
NCOBM Fund (21)	489,496				
JB George Endowment (40)	143,184				
Water Plant Expansion (43)	954,817				
Capital Project Fund: Wtr/Sewer (45)	1,351,465				
Capital Project Fund: General (46)	1,556,345				
Capital Project Fund: Electric (47)	(150)				
FEMA Acquisitions and Elevations (48)	550				
Firemen Relief Fund (50)	105,352				
Fire District Fund (51)	54,802				
Water and Sewer Capital Reserve Fund (70)	1,369,968				
Electric Fund Capital Reserve Fund (71)	200,000	1st CITIZENS		40,135,270	1.75% / 4.29%
General Capital Reserve Fund (72)	691,816	NCCMT		5,636,272	5.000%
Total	58,475,884	KS BANK		2,442,593	3.00%
		TRUIST		10,261,749	3.25%
			$	58,475,884	

Account Balances Confirmed By Finance Director on 7/27/2025 -

Department Reports

FINANCE DEPARTMENTAL REPORT FOR JULY 2025

ACCOMPLISHMENTS

- Accounts Receivable related policies written for board approval
- Assisted with the implementation of the new employee benefit management team
- Refunded numerous utility accounts with credit balances or applied credit balances to new accounts for old utility accounts; cleaned up the inactive revenue codes on utility accounts
- Saved $3,600 in professional fees (Finance Department), approximately $2,000 in bank service charges (General, Water Sewer, Electric Fund), and $1,300 in telephone charges
- Implemented invoice and pre audit approval process for accounts payable
- Updated all grant and capital project ordinances to comply with ordinance and resolution statutory requirements
- Drafted the revised employee handbook for manager, human resource director, and council approval
- Assisted with the phone and internet implementation projects
- Set up capital reserve funds for general statute compliance
- Wrote financial statements and made substantial corrections to the accounting records
- Corrected pre-tax and post-tax payroll deductions for affected full time employees
- Improved service order process between customer service representatives and utility technician via e-mailing service orders
- Converted Planning Board and Board of Adjustments to Payroll to comply with IRS regulations
- Wrote required ARPA Policies approved by the board

WORK IN PROGRESS

- In process of implementing purchase card program with potential savings of $85K based on historical spending patterns (module training up next)
- In process of updating the Customer Service Policy Manual (approval delayed for new regulations) and creating a Red Flag Policy for utility billing customer information
- In process of implementing a monthly closing schedule for all finance functions for timely reporting
- In process of setting up general ledger account reconciliations and delegating those tasks to finance and customer service staff
- In process of updating internal control policies and procedures in relation to finance and customer service
- In process of comprehensive inventory of fixed assets for all departments
- In process of comprehensive inventory of IT hardware and software town wide
- In process of working with Town Clerk and Town Manager to properly account for capital project funds
- In process of working to implement online payments with PIO for various departments including planning and fire inspection fees
- In process of implementing a training plan for each employee in finance and customer service departments

FINANCE DEPARTMENTAL REPORT FOR JULY 2025 (CONTINUED)
WORK IN PROGRESS (CONTINUED)

- In process of changing the deposit procedures to save additional bank charges and increase the average daily balance to increase interest income

GOALS

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

Planning Department Development Report

Preliminary Subdivisions

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review Date	TC Hearing Date	Approval Date	CD Approval Date	Note
S-25-04	Village on the Neuse	14075011A, 14001001	HomeVestors - Eric Villeneuve	4/8/2025	5/1/2025	7/15/2025	7/16/2025		
S-25-03	Heritage Townes at Waddell	15005023, 15005022	Shovel Ready Johnston, Inc	3/5/2025	4/3/2025	5/20/2025	5/20/2025		Approved but waiting on payment of fees
S-25-02	Powell Tract Subdivision	15I08014I / 15I0801	Crantock Land	1/7/2025	3/6/2025	5/20/2025	5/20/2025		
S-25-01	Buffalo Ridge	140001021	Smithfield Land Group	1/3/2025	2/6/2025	3/18/2025	3/18/2025		
S-24-08	Local 70 Residential Developmer	14057011X / 14057011Y	Smithfield Growth LLC	11/21/2024	12/5/2024	1/21/2024	2/5/2025	5/20/2025	
S-24-07	Buffalo Road (Skybrook) Subdivision	14A033005	Vesta Enterprises, Inc.	11/18/2024	12/5/2024	1/21/2024	2/5/2025		CD submitted 6/3/25
S-24-06	Local 70 (Interim) plat	14057011Y, 14057011X	Smithfield Growth LLC	10/4/2024	11/14/2024	12/17/2024	12/17/2024	N/A	
S-24-05	Powell Tract Subdivision	15I08014	Crantock Land	8/25/2024	10/3/2024	12/3/2024	denied	denied	denied by Council
S-24-03	Wellons Woods	15049017/ 15049010	BRL Engineering	4/8/2024					Withdrawn
S-24-02	Hillcrest-Poplar-Riverdale	15083049B	BRL Engineering	3/7/2024	4/4/2024	4/16/2024	4/16/2024		CDs not approved
S-24-01	Jubilee Creek	167300-68-6746	CMH Homes Inc/McIntyre & Assoc	12/17/2023	3/7/2024	3/19/2024	5/7/2024	11/7/2024	

Final Plats

Case ID	Project Name	Owner/Applicant	Submittal Date	Approval Date	Note
S-22-02	Finley Landing Phase 4	CE Group	5/6/2025		
S-18-02	Kamden Ranch Phase 2B	Laura and Scott Lee	5/6/2025	6/13/2025	
S-22-02	Finely Landing Phase 3	CE Group		1/31/2025	
S-22-02	Finley Landing Phase 2	CE Group		12/19/2024	
S-24-06	Local 70 Interim Plat	Smithfield Growth LLC		12/19/2024	

Conditional Zonings

Case ID	Project Name	Tax ID	Owner/Applicant	Submittal Date	PB Review	TC Hearing	Decision	Notes
CZ-24-05	Buffalo Ridge	140001021	Smithfield Land Group	8/6/2024	9/5/2024	9/17/2025	Approved	
CZ-25-04	Local 70 PUD Map Amendment	14057011Y	Carolina Commercial	6/25/2025	8/7/2025	8/19/2025		

CZ-25-03	Mallard Crossing	15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047,15L11042B	Contender	6/6/2025	7/10/2025	7/15/25 & 8/5/25		
CZ-24-03	Buffalo Ridge	140001021	Smithfield Land Group	5/3/2024	6/6/2024	6/18/2024	Denied	
CZ-24-02	Local 70 PUD	14057011Y,14505 7011X, 14057011Y	Smithfield Growth llc	3/11/2024	4/4/2024	5/21/2024	Approved	
CZ-24-01	Carmax	15L10061	Centerpoint/CE Group	2/2/2024	3/7/2024	3/19/2024	Approved	

Special Use Permits

Case ID	*Project Name*	*Tax ID*	*Owner/Applicant*	*Submittal Date*	*PB Review*	*TC Hearing*	*Decision*	*Notes*
SUP-24-05	Stadler Station	15074012E	Brown Investment Proprties	8/13/2024	10/3/2024	11/19/2024	Approved	
SUP-24-04	Heritage Townes at NC210	15079012A	Shovel Ready Johnston, Inc	8/6/2024				Project withdrawn
SUP-24-03	Country Club Townhomes	15J11023	Crantock Land, LLC	8/12/2024	9/5/2024	11/19/2024	Denied	
SUP-24-02	Heritage Townes at Waddell	15005023, 15005022	Shovel Ready Johnston, Inc	7/5/2024	10/3/2024	12/17/2024	Approved	
SUP-24-01	Hartley Drive Townhomes	15089019A/15K09 010A /15K09010P	Terra Eden	7/1/2024	8/1/2024	8/20/2024	Approved	

Rezonings

Case ID	*Project Name*	*Tax ID*	*Owner/Applicant*	*Submittal Date*	*PB Review*	*TC Hearing*	*Decision*	*Notes*
RZ-25-03	Mitchell Concrete to R-20A/B-3 H	Parts of 15O99004J and 15080012	Marshall Concrete	6/27/2025	8/7/2025	8/19/2025		
RZ-25-01	B-3/R-20A to LI	17J07032	Clarius	6/4/2025	7/10/2025	8/19/2025		
RZ-24-09	N/A	15006015/ 15007014	JCC/New Vision Partners LLC	11/8/2024	11/14/2024	12/17/2024	Approved	
RZ-24-08	606 S 3rd Street	15039027	Syed Rizvi	8/13/2024	9/5/2024	9/17/2024	Denied	
RZ-24-07	Village on the Neuse to R-8	14001001/140750 11A	Villlage on the Neuse LLC	8/19/2024	10/3/2024		Withdrawn	
RZ-24-06	400 Brightleaf to B-3	15015033/150160 33/15016032	David Dupree	5/24/2024	7/11/2024	8/13/2024	Approved	
RZ-24-05	Watershed Boundary Update		Town Staff	12/22/2023	6/6/2024	6/18/2024	Approved	
RZ-24-04	Heavner Property to R-8	15089019A/15K09 010A /15K09010P	Terra Eden	4/5/2024	5/2/2024	5/21/2024	Approved	
RZ-24-03	1558 W Market St to B-3	15077033B	Lena Patterson Parks	4/28/2024	5/2/2024	5/21/2024	Approved	

RZ-24-02	Joco Massey Tract to O/I	15L11014A / 15L11014E	JOCO	3/20/2024	5/2/2024	5/21/2024	Approved		
RZ-24-01	Swift Creek Proprety to LI	15j08015b /15J08014C	Tulloss/Grosclose	3/2/2024	4/4/2024	5/7/2024	Approved		

Site Plans

Case ID	*Project Name*	*Tax ID*	*Owner/Applicant*	*Submittal Date*	*First Review Complete*	*2nd Review Complete*	*3rd Review Complete*	*Approval Date*	*Notes*
SP-25-06	Perfect Ride	15006006	Gray Creek Properties, LLC (Lee Stanley)	6/30/2025					
SP-25-05	JNX Public Safety Hangar	15079001	JNX Public Safety Hanger	4/17/2025	7/11/2025				
SP-25-04	JNX Taxilane Rehab & Constuct B	15079017D	JNX Airport	5/1/2025				5/20/2025	
SP-25-03	Webster Accounting	15044032	Adam Webster	3/18/2025	5/1/2025	6/24/2025		6/30/2025	
SP-25-02	Johnston Hotel	15025020/ 15025021	Noviomagus LLC	3/5/2025	5/12/2025			7/3/2025	
SP-25-01	West Market Office Bldg	15080053	Lee and Gudgins						incomplete
SP-24-14	Gates Concrete	15079005F	Larry Gates	11/14/2024	12/23/2024				Turned over to Bob for Code Enforcement
SP-24-13	JCC Repaving	169308-87-5887	JCC	10/21/2024	12/11/2024	2/24/2025	3/21/2025	3/24/2025	
SP-24-12	Smithfield West	15084003D/ 15084003F	Jim Perricone	10/17/2024	11/18/2024	2/10/2025		6/9/2025	
SP-24-11	Smithfield Storage	15077023	Adams and Hodge	10/16/2024	12/9/2024	3/31/2025		4/29/2025	
SP-24-10	Town Place Suites	15008046T	Barllett Engineering	6/2/2024	7/30/2024				first review completed
SP-24-09	Neuse Charter Elementary	14057005E	Terra Eden	5/21/2024	6/14/2024	7/2/2024		7/2/2024	
SP-24-08	Market Street Plaza	15K10023	Adams and Hodge	5/16/2024	10/9/2024	3/31/2025		6/10/2025	
SP-24-07	JoCo Waste Water Plant Bldg	15o99006	Dellinger Inc	5/13/2024				5/29/2024	
SP-24-06	CarMax	15K10061	CE Group	4/22/2024	5/10/2024			6/21/2024	
SP-24-05	Equipment Share	15060031	Onyx Creative	4/25/2024	8/15/2024			11/25/2024	Email comments
SP-24-04	Express Oil Change								Project withdrawn
SP-24-03	Airport Industrial Park Lot 13	15J08017P	Capital Civil Engineering	2/7/2024	2/22/2024			12/6/2024	
SP-24-02	Bulldog Harley-Davison	15074012R	Onsite Civil Group	11/17/2023	2/21/2024	3/19/2024		4/25/2024	

SP-24-01	Lynn's Automotive Repair	15077009	ECLS Global Inc	2/1/2024	2/21/2024	4/2/2024	5/16/2024	Project appears to be on hold
SP-23-12	Smithfield Venue	15008045C	Anchor Properties	12/1/2023	1/2/2024	2/1/2024	2/1/2024	Project appears to be on hold

Annexations

Case ID	*Project Name*	*Tax ID*	*Owner/Applicant*	*Submittal Date*	*Council Hearing*	*Decision*
ANX-25-03	Heath Street #215 Annexation	15078009K	Alexis Barefoot - Heath Street #215	7/22/2025		
ANX-25-02	West Smithfield Elementary	15I09034G	JC Board of Education	2/17/2025	5/6/2025	Approved
ANX-25-01	Barbour Road	17K09016J	Town of Smithfield	3/2/2025	3/18/2025	Approved
ANX-24-02	Local 70	14057011Y	Smithfield Growth LLC	11/25/2024	2/5/2025	Approved
ANX-24-01	SST Properties	15077033C	SST Properties	3/15/2024	5/21/2024	Approved

Variances

Case ID	*Project Name*	*Tax ID*	*Owner/Applicant*	*Submittal Date*	*BOA Review Date*	*Decision*	*Notes*
BA-25-04	Chicken Salad Chick Sign Variance	15005033	Heather Damon	6/3/2025	7/31/2025		no quorum in June
BA-25-03	Perry Harris South Second Street	15029033	Perry Harris	5/7/2025	6/12/2025	Approved	
BA-25-02	57 Strickland Road ADU size Variance	17J07024E	Marilyn Mozingo	4/1/2025	4/24/2025	Approved	
BA-25-01	Lynda Carroll Pool Variance	15J11023P	michael and Linda Carroll	2/28/2025	3/27/2025	Approved	
BA-24-09	Curated Collections Sign Variance	15L11008T	Carolina Venture Investments, LLC/Curated Collections of NC LLC	12/3/2024	1/30/2025	Approved	
BA-24-08	Johnston Animal Hospital - Sign height variance	15005056	Jodee Langdon	11/21/2024		Withdrawn	
BA-24-07	Equipment Share					Withdrawn	
BA-24-06	Brightleaf Plaza Signs-setback variance	15005041	Jim Perricone	8/2/2024	8/29/2024	approved	
BA-24-05	Reginald Barnes - street frontage variance	15063037	Reginald Barnes	7/24/2024	8/29/2024	approved	
BA-24-04	Market Street Plaza - 8' Streetyard Variance	15K10023	Adams and Hodge Engineering, PC	7/10/2024	8/29/2024	Approved	

BA-24-03	Holly's Open Air Market - 35' front setback variance	15041023	Professional Permits	1/18/2024	4/25/2024	Approved	
BA-24-02	Packing Plan Road						Incomplete
BA-24-01	937 N Brightleaf- 8' side yard variance	15007001	Comfort Shield HVAC of NC	2/14/2024	3/28/2024	Approved	

UDO Text Amendments

Case ID	*Project Name*	*Applicant*	*Submittal Date*	*PB Review Date*	*TC Hearing*	*Decision*	*Notes*
ZA-25-01	B-3 height from 40'-50'	Brown Property	6/3/2025	7/10/2025	7/15/2025	Approved	
ZA-24-04	Tattoo Establishments	Staff	10/18/2024	2/5/2025			on hold PB reviewed
ZA-24-03	Misc. MF Amendments	Staff	10/7/2024	11/14/2024-1/2/25	1/21/2025		on hold
ZA-24-02	MF in B-3	Staff	7/1/2024	8/1/2024	8/13/2024	Approved	
ZA-24-01	Driveways	Staff	5/2/2024	6/6/2024	6/18/2024	Approved	
ZA-23-06	Articles 2, 10, Append A	Staff	4/26/2023	5/4/2023	11/12/2024	Approved	
ZA-23-09	Watershed Boundary Update	Staff	12/20/2023	12/7/2023	1/4/2024	Approved	

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

Permit Summary Report for June 2025

Permit Type	# Issued	Permit Fees
Site Plans (Major/Minor)	3	$825.00
Temporary Use	1	$100.00
Building	1	$25.00
Commercial & Multi-Family Zoning	4	$400.00
Land Use	18	$1,800.00
Sign	1	$50.00
Single Family & Two-Family Zoning	34	$850.00
Report Period Total:	**62**	**$4,050.00**
Fiscal YTD Total:	**375**	**$22,800.00**

Individual Permit Breakdown for May 23rd – June 30th 2025

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Site Plan	Major Site Plan	SP25-000014	950 West Market Street	06/09/2025	350
Site Plan	Minor Site Plan	SP25-000015	810 South Third Street	06/30/2025	450
Site Plan	Minor Site Plan	SP24-000162	808 Blount Street	06/18/2025	25
Site Plan Total				**3**	**825**
Temporary Use Permit Application	Sale of Fireworks	TEM25-000001	1025 Outlet Center Drive	06/17/2025	100
Temporary Use Permit Application Total	**Sale of Fireworks Total**			**1**	**100**
Zoning	Building	Z25-000203	842 Olive Branch Drive	05/23/2025	25
Zoning Total	**Building Total**			**1**	**25**
Zoning	Commercial & Multi-Family Zoning	Z25-000229	817 East Johnston Street	06/05/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000240	218 West Market Street	06/10/2025	100

Zoning	Commercial & Multi-Family Zoning	Z25-000232	36 East Edgerton Street Unit 2B	06/06/2025	100
Zoning	Commercial & Multi-Family Zoning	Z25-000238	1299 North Brightleaf Boulevard	06/16/2025	100
Zoning Total	**Commercial & Multi-Family Zoning Total**			**4**	**400**
Zoning	Land Use	Z25-000245	1025 Outlet Center Drive Suite F-3	06/18/2025	100
Zoning	Land Use	Z25-000257	1025 Outlet Center Drive Suite 230	06/20/2025	100
Zoning	Land Use	Z25-000259	839 South Brightleaf Boulevard	06/25/2025	100
Zoning	Land Use	Z25-000258	1025 Outlet Center Drive Suite 270	06/24/2025	100
Zoning	Land Use	Z25-000234	706-B Wilkins Street	06/06/2025	100
Zoning	Land Use	Z25-000222	1655 East Market Street	06/04/2025	100
Zoning	Land Use	Z25-000242	703 East Market Street	06/12/2025	100
Zoning	Land Use	Z25-000211	1235 North Brightleaf Boulevard	05/30/2025	100
Zoning	Land Use	Z25-000207	1259 North Brightleaf Boulevard	05/28/2025	100
Zoning	Land Use	Z25-000243	2317 South Brightleaf Boulevard	06/13/2025	100
Zoning	Land Use	Z25-000244	813 South Fifth Street	06/13/2025	100
Zoning	Land Use	Z25-000210	1209 West Market Street Building H-5	05/30/2025	100
Zoning	Land Use	Z25-000206	1209 West Market Street	05/27/2025	100
Zoning	Land Use	Z25-000205	150 South Equity Drive Unit C	05/23/2025	100
Zoning	Land Use	Z25-000212	20 Noble Street	05/30/2025	100
Zoning	Land Use	Z25-000233	1209 West Market Street Building 1235-C	06/06/2025	100
Zoning	Land Use	Z25-000236	1025 Outlet Center Drive Suite 130	06/09/2025	100
Zoning	Land Use	Z25-000264	1025 Outlet Drive Suite 50	06/30/2025	100
Zoning Total	**Land Use Total**			**18**	**1800**
Zoning	Sign	Z25-000263	1235 North Brightleaf Boulevard	06/27/2025	50
Zoning Total	**Sign Total**			**1**	**50**

Zoning	Single Family & Two Family Zoning	Z25-000213	57 Strickland Road	06/02/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000230	317 Sturgeon Street	06/05/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000208	1209 Galilee Road	05/28/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000251	197 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000246	409-A Hancock Street	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000254	185 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000223	290 New Twin Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000262	58 Whitley Oaks Court	06/27/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000252	193 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000209	447 Cloverdale Drive	05/28/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000216	204 Lily Patch Lane	06/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000224	300 New Twin Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000256	177 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000217	200 Lily Patch Lane	06/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000241	100 Stephenson Drive	06/10/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000226	369 Hopewell Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000231	28 West Edgerton Street	06/06/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000218	196 Lily Patch Lane	06/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000250	223 North Finley Landing Parkway	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000237	120 Heritage Drive	06/09/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000248	208 North Finley Landing Parkway	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000247	417 South Second Street	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000219	192 Lily Patch Lane	06/03/2025	25

Zoning	Single Family & Two Family Zoning	Z25-000249	229 Caitlyn Parkway	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000227	383 Hopewell Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000221	18 Cedar Drive	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000255	181 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000204	1112 South Second Street	05/23/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000220	188 Lily Patch Lane	06/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000215	208 Lily Patch	06/03/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000253	189 Lundy Lane	06/19/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000228	118 Hopewell Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000225	359 Hopewell Branch Court	06/04/2025	25
Zoning	Single Family & Two Family Zoning	Z25-000214	208 Lily Patch Lane	06/03/2025	25
Zoning Total	**Single Family & Two Family Zoning Total**			**34**	**850**
Zoning Total				**58**	**3125**
All Permits Total				**62**	**4050**

Town of Smithfield Development Tracking Report

Map Location (TAG)	Development Name in ETJ	Development Name in Town of Smithfield	Lots/Units Built (Final Platted)	Single or 2-Family Lots Approved (in town)	Single or 2-Family Lots Approved (ETJ)	Townhouse Lots Approved (in town)	Townhouse Lots Approved (ETJ)	Multi-famiy Units Approved (in Town)	Multi-famiy Units Approved (ETJ)	Total Town Lots/Units Approved	Total ETJ Lots/Units Approved	Projected Town Residents (# Unitsx 2.5)	Est. Construction Begin Year	Est. Build-out Year	Comments & Supplemental Information 2021-2022
15078012,15077035C, 15077035H,15079014, 15078012B		Floyds Landing	156.00	108		361				469		1173	2023	2029	under construction
15026060, 15026057,15026056,15026058,15026058A,15026058B		Spring Branch Commons Ph 1	10	10						10		25	2022	2023	under construction
15077008		Marin Woods	141	49		94				143		358	2023	2025	Under construction
15084001		Whitley Townes		0		68				68		170	2023	2024	under construction
15L11006		Britt Street Triplexes	6	0		6				6		15	2022	2023	under construction
15026056, 15026057, 15026058, 15026058A, and 15026058B		Spring Branch Commons Phase 2		6						6		15	2022	2023	construction plans approved, project on hold
15077009		Harvest Run (Youngblood Property)		96		69				165		413	2024	2027	preliminary plat and construction plans approved - project on hold Vested Rights extended until June 14 2026.
15J11008M	Twin Oaks Subdivision, Section III, Phase VI				20					0	20		2024	2024	Preliminary Plat approved for 20 two-family lots, construction plans approved - under construction
15I09011B		Elk Creek Phase 1 and Phase 2	93	93						93		233	2022	2025	under construction
15I08020	Kamdon Ranch		53		110					0	110		2020	2027	Phase 1 & 2 final platted
14075013		East River	293	162		131				293		733	2019	2024	All phases final platted and under construction - nearly built out.
15083049E		Franklin Townhomes	134			134				134		335	2022	2025	All phases under construction
15K11019D, 15K11019F, 15L11043, 15K11017, 15K11047C, 15K11047F, 15K11047, 15L11042B		Mallard Crossing (Woodleaf)		260		691		564		1515		3788			Conditional Zoning amendment pending - to be annexed with development-Conditional zoning amendment pending to reduce density with no apartments.
14A03005		Buffalo Road Subdivision (Skybrooke)		175						175		438	2026		Preliminary Plat approved, CDs under review
140001021		Buffalo Ridge Subdivision		210						210		525	2026		preliminary plat approved
14057011X, 14057011Y and 14057011Z		Local 70		209		94		324		627		1568	2025	2028	preliminary plat approved and under construction
169406-48-0447		Hillcrest/Poplar/Riverdale		10						10		25	2025		Preliminary plat approved (infill development) - construction plans approved
167300-68-6881	Jubilee Creek		7		7					0	7	0	2024	2025	Single family homes by W Smithfield Elementary
15005023, 15005022A		Hertiage Townes at Waddell					17			0		0			preliminary plat approved/CDs approved
15K09010A/15K09010P/15089019A		Hartley Drive Townhomes					97			0		0			SUP for 97 townhomes
14001001 and 14075011A		Village on the Neuse		117						117		293			preliminary plat approved
15023055/15026054		Massey Street Subdivision	3	3						3		8			
		Stadler Station						168		168		420			
15076012A	Powell Tract			20						20		50			preliminary plat approved
Total			**896**	1528	137	1648	114	1056	0	**4212**	130	**10530**			
Percent SF vs MF Total (in-town)				36%		64%									

SMITHFIELD POLICE DEPARTMENT
110 S. Fifth Street • Smithfield, NC 27577
Phone: (919) 934-2121 • Fax: (919) 934-0223

MONTHLY STATISTICS

MONTH ENDING June 30, 2025

	MONTHLY TOTAL	*YEAR TO DATE TOTAL*
CALLS FOR SERVICE	**1929**	**10,725**
INCIDENT REPORTS TAKEN	**165**	**858**
BURGLARY	**6**	**32**
CASES CLOSED	**132**	**638**
ACCIDENT REPORTS	**87**	**545**
ARREST REPORTS TAKEN	**128**	**554**
DRUGS	**23**	**117**
DWI	**12**	**46**
CITATIONS ISSUED	**279**	**1,465**
PARKING/PAID	**55/19**	**248/58**
SPEEDING	**58**	**145**
NOL/DWLR	**66**	**474**
FICT/CNCL/REV REG CARD/TAG	**39**	**282**

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

REPORTED UCR OFFENSES FOR THE MONTH OF JUNE 2025

PART I CRIMES	June 2024	June 2025	+/-	Percent Changed	Year-To-Date 2024	Year-To-Date 2025	+/-	Percent Changed
MURDER	0	0	0	N.C.	1	1	0	0%
RAPE	0	1	1	N.C.	1	2	1	100%
ROBBERY	1	1	0	0%	4	2	-2	-50%
Commercial	0	0	0	N.C.	1	0	-1	-100%
Individual	1	1	0	0%	3	2	-1	-33%
ASSAULT	5	2	-3	-60%	28	17	-11	-39%
* VIOLENT *	6	4	-2	-33%	34	22	-12	-35%
BURGLARY	3	5	2	67%	24	31	7	29%
Residential	2	4	2	100%	16	18	2	13%
Non-Resident.	1	1	0	0%	8	13	5	63%
LARCENY	36	47	11	31%	152	233	81	53%
AUTO THEFT	2	2	0	0%	12	10	-2	-17%
ARSON	0	0	0	N.C.	1	0	-1	-100%
* PROPERTY *	41	54	13	32%	189	274	85	45%
PART I TOTAL:	47	58	11	23%	223	296	73	33%
PART II CRIMES								
Drug	22	29	7	32%	123	149	26	21%
Assault Simple	15	18	3	20%	56	80	24	43%
Forgery/Counterfeit	3	1	-2	-67%	8	10	2	25%
Fraud	5	7	2	40%	33	45	12	36%
Embezzlement	3	1	-2	-67%	6	7	1	17%
Stolen Property	1	2	1	100%	5	10	5	100%
Vandalism	4	5	1	25%	33	29	-4	-12%
Weapons	3	1	-2	-67%	7	10	3	43%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	2	1	-1	-50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	2	2	0	0%	3	7	4	133%
D. W. I.	4	12	8	200%	31	46	15	48%
Liquor Law Violation	0	0	0	N.C.	3	1	-2	-67%
Disorderly Conduct	0	0	0	N.C.	1	5	4	400%
Obscenity	1	0	-1	-100%	1	0	-1	-100%
Kidnap	0	1	1	N.C.	0	1	1	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	11	42	31	282%	114	186	72	63%
PART II TOTAL:	74	121	47	64%	426	587	161	38%
GRAND TOTAL:	121	179	58	48%	649	883	234	36%

N.C. = Not Calculable

Town of Smithfield

Fire Department

June 2025

I. Statistical Section

	June	YTD
Confirmed Structure Fires	**2**	**34**
EMS Responses	**174**	**1,061**
Misc./Other Calls	**56**	**212**
Mutual Aid Calls	**10**	**59**
TOTAL EMERGENCY RESPONSES	**295**	**1,643**

	June	YTD
Fire Inspections	67	431
Public Fire Education Programs	3	10
# Of Children Educated	60	283
# Of Adults Educated	29	96
Plans Review Construction/Renovation Projects	26	155
Fire Department Permits reviewed / Issued	38	226
Business Preplans	24	28
Fire Related Injuries & Deaths	0	0
# Of Civilian Deaths	0	0
# Of Civilian Injuries	0	0

II. Major Revenues

	June	YTD
Inspections/Permits	$1,400.00	$5,431.50
Fire Recovery USA	$1,310.40	$5,115.90

III. Personnel Update:

Continuous Part-time positions available, 13 p/t positions currently filled including the p/t fire inspector.

IV. Narrative of monthly departmental activities:

- Squad was in-service 7 of 21 days
- Training Hours for the month = 456.5 hours
- Total Training Hours = 3,014 hours
- Website Updating (Continuing)

- Follow-ups and Re-inspections.
- Budget Process Completed – June 24th.
- Pre-Incident Survey Implementation/Training.
- Smoke Alarm Canvas.
- Professional Development – Career Ladder.
- Fire Inspector Con-Ed for CEO's
- Independence Day Celebration Fireworks site Preparation meeting.
- Amazon Soundproofing Project (CO-Renovation/Installation Inspection)

V. Upcoming Plans

- Continue professional development.
- Hiring process for (3) new FF positions
- Independence Day Fireworks, 2 Fireworks tent Inspections
- Apparatus Knox Box Installs
- Fire Inspector Position Job Announcement/Interview Preparation
- Keener Lumber Fire Line/ Sprinkler Inspections
- Plans Review/Site Plans Assessment Checklist development completion
- ESO Inspection and Preplan Implementation/Transition

Town of Smithfield
Public Works Department
June 30, 2025

200	Total Work Orders completed by the Public Works Department
5	Burials, at $775.00 each = $6,650.00
0	Cremation Burial, $450.00 each = $450.00
$2,000.00	Sunset Cemetery Lot Sales
$0	Riverside Extension Cemetery Lot Sales
498.05	tons of household waste collected
128.00	tons of yard waste collected
5.01	tons of recycling collected
0	gallons of used motor oil were recycled
250	scrap tires were recycled

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
June 30, 2025

I. Statistical Section

7 Burials

0 Works Orders – Buildings & Facilities Division

57 Work Orders – Grounds Division

Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	$2,000.00
Riverside Ext Cemetery Lot Sales:	$0
Grave Opening Fees:	$5,000.00
Total Revenue:	$7,000.00

III. Major Expenses for the Month:

Paid R&R Repairs $6,833.85 for 8 community garden beds on south 5th Street.
Paid R&T Power Systems $2,943.60 to repair and service of Town Hall Generator.

IV. Personnel Update:

None

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Appearance Division safety meeting was on "BBP/PPE " presented by Jamie Pearse.

Smithfield Appearance Commission

Agenda

Monday, June 02, 2025
5:30 PM

Opening	Call to Order

Agenda Items	Action Items
	• Debrief on bridge mural design.
	  ○ If possible, vote on design.
	• Updates
	  ○ Trash cans for Parks and Rec

Closing	Adjourn

SMITHFIELD NORTH CAROLINA

Reporting

06/01/2025 - 06/30/2025 | Last Month

Work Orders | Asset Health | Reporting Details

Recent Activity | Export Data | Custom Dashboards

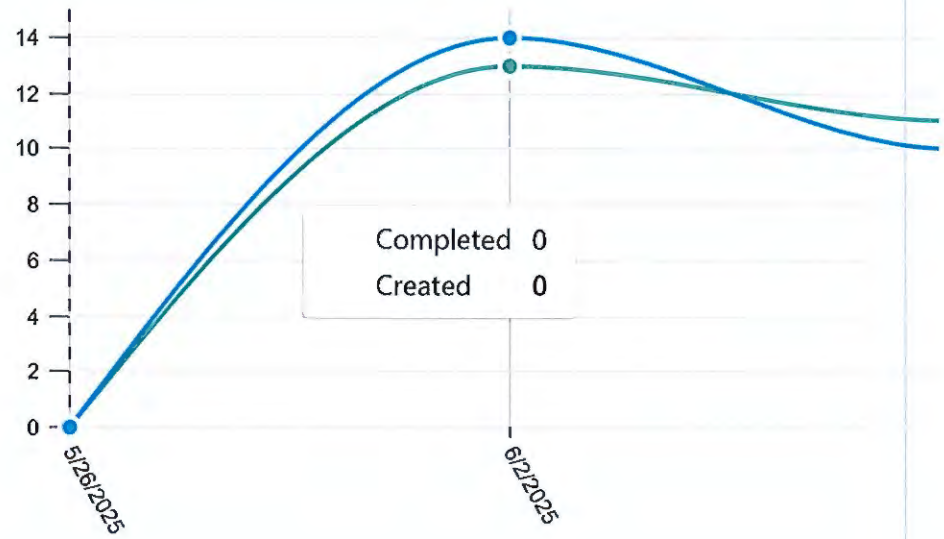
- Work Orders 10
- Purchase Orders
- Reporting
- Requests
- Assets
- Messages
- Categories
- Parts Inventory
- Library
- Meters
- Automations
- Locations
- Teams / Users
- Vendors

J.B. Young | Due Date | Location | Priority | + Add Filter

51 Created

50 Completed

98.0% Percent Completed



Work Orders by Type

0 Preventive

51 Reactive

0 Other

0.0% Total Preventive Ratio

Support

Lawrence Davis

Settings

SMITHFIELD NORTH CAROLINA

Reporting

06/01/2025 - 06/30/2025 | Last Month

Work Orders | Asset Health | Reporting Details

Recent Activity | Export Data | Custom Dashboards

Andrew Strickland | Due Date | Location | Priority | + Ac

- Work Orders 7
- Purchase Orders
- Reporting
- Requests 1
- Assets
- Messages
- Categories
- Parts Inventory
- Library
- Meters
- Automations
- Locations
- Teams / Users
- Vendors

Support

Lawrence Davis
Settings

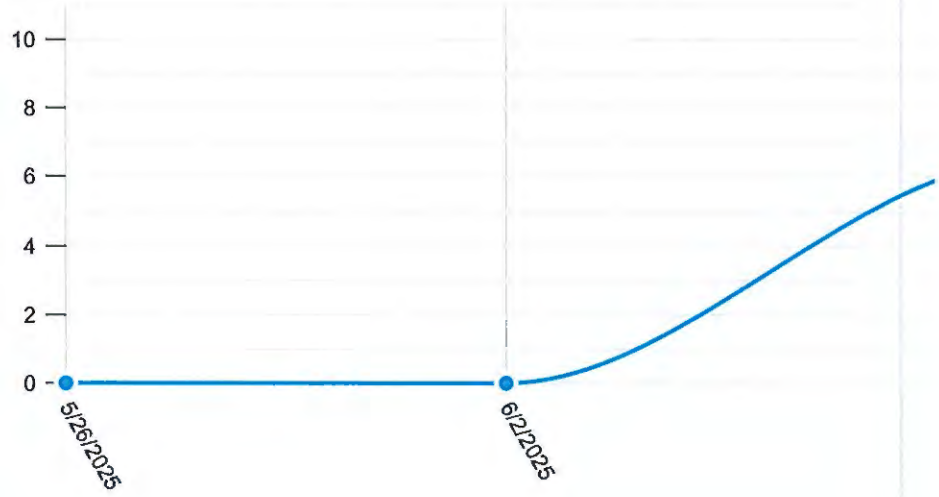
Work Orders

Created vs. Completed > + Add to Dashboard

23 Created

25 Completed

108.7%
Percent Completed
*More Work Orders were completed than created during this time period



Work Orders by Type > +

Preventive	Reactive	Other	Total Preventive Ratio
-	-	-	%

Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
June 30, 2025

I. Statistical Section

1 Preventive Maintenances

0 North Carolina Inspections

25 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employees performed preventive maintenances on all Town owned vehicles. The Public Works Department safety meeting was on "BBP/PPE "presented Jamie Pearce With Wellness Works.

Work Orders List for 06/01/2025 - 06/30/2025

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5448 **Fix 3 weed eaters appearance** Type: Reactive Appearance Division Andrew Strickland	Appearance Division Weedeaters Parent: Appearance Division	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5449 **Repair wheel hub drainage trailer** Type: Reactive Drainage Andrew Strickland	Drainage Division Street Division	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5450 **Replaced ramp metal appearance trailer** Type: Reactive Appearance Division Andrew Strickland	Public Works Facility	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$89.32 4h 0m 0s **$89.32**	
ID: #5451 **Fix hose cover 304** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5452 **Service oil change 804** Type: Reactive Ulilities Andrew Strickland	Drainage Division Truck# 804 — Parent: Public Utilities (Electric Department)	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
ID: #5453 **Check whining issue scag mower** Type: Reactive Appearance Division Andrew Strickland	Appearance Division Scag mower — Parent: Appearance Division	✓ Done Completed by Andrew Strickland on 06/10/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
ID: #5496 **Changed headlight bulb 319** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #319 — Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$11.17 30m 0s **$11.17**	
ID: #5497 **Replaced fuel cap 408** Type: Reactive Drainage Andrew Strickland	Drainage Division Truck #408 (F550) — Parent: Drainage Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$11.17 30m 0s **$11.17**	
ID: #5498 **Relaxed door catch 315** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck 315 — Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5499 **Perform ecm calibration 320** Type: Reactive Sanitation Division Andrew Strickland	Public Works Facility Truck 320 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
ID: #5500 **Replaced pin on bucket cylinder304** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5501 **Replaced Hydraulic line and fitting 304** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5503 **Replace door handle passenger side 707** Type: Reactive Ulilities Andrew Strickland	Drainage Division Truck# 707 Parent: Public Utilities (Water and Sewer)	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5504 **Replaced battery 716** Type: Reactive Ulilities	Drainage Division Truck# 716 Parent: Public Utilities (Water and Sewer)	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$11.17 30m 0s **$11.17**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Andrew Strickland					
ID: #5505 **Diagnose ac poor performance 321** Type: Reactive Sanitation Division	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/18/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
Andrew Strickland					
ID: #5556 **Replace pin bolt 304** Type: Reactive Sanitation Division	Drainage Division Truck #304 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
Andrew Strickland					
ID: #5559 **Replace fuel pressure relief valve 319** Type: Reactive Sanitation Division	Drainage Division Truck #319 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
Andrew Strickland					
ID: #5561 **Fix oil leak 309** Type: Reactive Sanitation Division	Drainage Division Truck 309 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
Andrew Strickland					
ID: #4704 **Rebuild fan white leaf box** Type: Reactive	Public Works Facility White leaf box Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$893.20 40h 0m 0s **$893.20**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Sanitation Division Andrew Strickland					
ID: #5558 **Fix alarm issue 321** Type: Reactive Sanitation Division Andrew Strickland	Public Works Facility Truck 321 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
ID: #2065 **Diagnose engine issues truck 301** Type: Reactive Sanitation Division Andrew Strickland	Drainage Division Truck #301 Parent: Sanitation Division	✓ Done Completed by Andrew Strickland on 06/27/2025			
ID: #5562 **Reinstalled alight and plug tire appearance trailer** Type: Reactive Appearance Division Andrew Strickland	Appearance Division Equipment trailer #14 Parent: Appearance Division	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$22.33 1h 0m 0s **$22.33**	
ID: #5564 **Truck# 806** Parent: Swap tires on trucks 806 and 805 Type: Reactive Ulilities Andrew Strickland	Drainage Division Truck# 806 Parent: Public Utilities (Electric Department)	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5565 **Truck# 805** Parent: Swap tires on trucks 806 and 805 Type: Reactive Utilities Andrew Strickland	Drainage Division Truck# 805 Parent: Public Utilities (Electric Department)	✓ Done Completed by Andrew Strickland on 06/27/2025	Total Time Costs Total Time **Total Costs**	$44.66 2h 0m 0s **$44.66**	
ID: #5563 **Swap tires on trucks 806 and 805** Sub-work orders: 2 Type: Reactive Utilities Andrew Strickland		✓ Done Completed by Andrew Strickland on 06/27/2025	Total Estimated Time	2h 0m 0s	

Signed off by

Date

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
June 30, 2025

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.** 11 Work Orders - 2100 Linear Feet of ditches were cleaned
- **e.** 6 Work Orders – 250lbs. of Cold Patch was used for 7 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

none for the month.

IV. Personnel Update:

No one for the month of June.

V. Narrative of monthly departmental activities:

The Public Works Department safety meeting on "BBP/PPE" presented by Jamie Pearce wellness works.

Work Orders List for 06/01/2025 - 06/30/2025

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5387 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/02/2025	Total Time Costs Total Time **Total Costs**	$5.20 20m 47s **$5.20**	
ID: #5388 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/02/2025	Total Time Costs Total Time **Total Costs**	$8.44 33m 45s **$8.44**	
ID: #5389 **Limbs blocking view of stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/02/2025	Total Time Costs Total Time **Total Costs**	$5.30 21m 11s **$5.30**	
ID: #5390 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/03/2025	Total Time Costs Total Time **Total Costs**	$4.13 16m 31s **$4.13**	
ID: #5391 **Limbs blocking view of stopsign** Type: Reactive		✓ Done Completed by J.B. Young on 06/03/2025	Total Time Costs Total Time **Total Costs**	$7.70 30m 49s **$7.70**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Signage J.B. Young					
ID: #5392 **Sink hole** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/03/2025	Total Time Costs Total Time **Total Costs**	$525.00 35h 0m 0s **$525.00**	
ID: #5393 **Faded stopsign & street blades** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/03/2025	Total Time Costs Total Time **Total Costs**	$24.27 1h 37m 4s **$24.27**	
ID: #5403 **Scrape dirt roads** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/04/2025	Total Time Costs Total Time **Total Costs**	$38.75 2h 35m 0s **$38.75**	
ID: #5404 **Limbs hanging in street hitting cars** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/04/2025	Total Time Costs Total Time **Total Costs**	$3.20 12m 48s **$3.20**	
ID: #5411 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/05/2025	Total Time Costs Total Time **Total Costs**	$101.25 6h 45m 0s **$101.25**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5417 **Pothole** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/06/2025	Total Time Costs Total Time **Total Costs**	$2.65 10m 36s **$2.65**	
ID: #5418 **Potholes** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/06/2025	Total Time Costs Total Time **Total Costs**	$3.10 12m 23s **$3.10**	
ID: #5419 **Pothole** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/06/2025	Total Time Costs Total Time **Total Costs**	$5.05 20m 11s **$5.05**	
ID: #5420 **Faded street blades** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/09/2025	Total Time Costs Total Time **Total Costs**	$18.92 1h 15m 41s **$18.92**	
ID: #5426 **Cut ditch** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/09/2025	Total Time Costs Total Time **Total Costs**	$11.25 45m 0s **$11.25**	
ID: #5427 **Cut ditches** Type: Reactive		✓ Done Completed by J.B. Young on 06/09/2025	Total Time Costs Total Time **Total Costs**	$26.25 1h 45m 0s **$26.25**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Signage J.B. Young					
ID: #5428 **Cut ditch** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/09/2025	Total Time Costs Total Time **Total Costs**	$12.00 48m 0s **$12.00**	
ID: #5441 **Faded 2-HR Parking sign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/10/2025	Total Time Costs Total Time **Total Costs**	$2.64 10m 34s **$2.64**	
ID: #5443 **Limbs blocking view of signs** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/10/2025	Total Time Costs Total Time **Total Costs**	$11.24 44m 58s **$11.24**	
ID: #5462 **Faded street blades** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/12/2025	Total Time Costs Total Time **Total Costs**	$25.90 1h 43m 35s **$25.90**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5468 **Limbs blocking view of stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/12/2025	Total Time Costs Total Time **Total Costs**	$20.00 1h 20m 0s **$20.00**	
ID: #5475 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/13/2025	Total Time Costs Total Time **Total Costs**	$8.75 35m 0s **$8.75**	
ID: #5476 **Cut ditch** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/13/2025	Total Time Costs Total Time **Total Costs**	$3.75 15m 0s **$3.75**	
ID: #5477 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/13/2025	Total Time Costs Total Time **Total Costs**	$12.00 48m 0s **$12.00**	
ID: #5478 **Sink hole** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/16/2025	Total Time Costs Total Time **Total Costs**	$3.01 12m 3s **$3.01**	
ID: #5480 **Cut right away** Type: Reactive		✓ Done Completed by J.B. Young on 06/16/2025	Total Time Costs Total Time	$33.25 2h 13m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Signage J.B. Young			**Total Costs**	**$33.25**	
ID: #5484 **Limbs blocking view of street blades & stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/17/2025	Total Time Costs Total Time **Total Costs**	$5.37 21m 28s **$5.37**	
ID: #5485 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/17/2025	Total Time Costs Total Time **Total Costs**	$7.55 30m 13s **$7.55**	
ID: #5486 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/17/2025	Total Time Costs Total Time **Total Costs**	$11.33 45m 18s **$11.33**	
ID: #5494 **Faded stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/17/2025	Total Time Costs Total Time **Total Costs**	$3.17 12m 41s **$3.17**	
ID: #5502 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/18/2025	Total Time Costs Total Time **Total Costs**	$48.75 3h 15m 0s **$48.75**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5514 **Faded street blades** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/19/2025	Total Time Costs Total Time **Total Costs**	$21.13 1h 24m 30s **$21.13**	
ID: #5523 **Install 2 signs** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/20/2025	Total Time Costs Total Time **Total Costs**	$9.40 37m 36s **$9.40**	
ID: #5519 **Corner of Stancil Street and McCullers Street** Type: Reactive Medium Appearance Division Jesus Mier J.B. Young	Appearance Division Appearance Division	06/19/2025 ✓ Done Completed by J.B. Young on 06/20/2025	Total Time Costs Total Time **Total Costs**	$8.79 35m 10s **$8.79**	
ID: #5528 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/20/2025	Total Time Costs Total Time **Total Costs**	$21.25 1h 25m 0s **$21.25**	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
ID: #5536 **Faded 25mph sign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/24/2025	Total Time Costs Total Time **Total Costs**	$5.26 21m 3s **$5.26**	
ID: #5538 **Faded 2-HR Parking sign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/24/2025	Total Time Costs Total Time **Total Costs**	$4.39 17m 34s **$4.39**	
ID: #5541 **Cut ditches** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/24/2025	Total Time Costs Total Time **Total Costs**	$38.75 2h 35m 0s **$38.75**	
ID: #5545 **Scrape dirt roads** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/25/2025	Total Time Costs Total Time **Total Costs**	$32.50 2h 10m 0s **$32.50**	
ID: #5546 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/25/2025	Total Time Costs Total Time **Total Costs**	$20.00 1h 20m 0s **$20.00**	
ID: #5547 **Cut right away** Type: Reactive		✓ Done Completed by J.B. Young on 06/25/2025	Total Time Costs Total Time	$7.50 30m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Signage J.B. Young			**Total Costs**	**$7.50**	
ID: #5553 **Faded stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/26/2025	Total Time Costs Total Time **Total Costs**	$7.63 30m 32s **$7.63**	
ID: #5567 **Cut right away** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/27/2025	Total Time Costs Total Time **Total Costs**	$18.75 1h 15m 0s **$18.75**	
ID: #5568 **Blind corner** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/27/2025	Total Time Costs Total Time **Total Costs**	$7.50 30m 0s **$7.50**	
ID: #5569 **Leaning stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/27/2025	Total Time Costs Total Time **Total Costs**	$2.50 10m 0s **$2.50**	
ID: #5574 **Faded stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/30/2025	Total Time Costs Total Time **Total Costs**	$3.62 14m 29s **$3.62**	
ID: #5575		✓ Done	Total Time Costs	$5.48	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Limbs blocking view of street blades Type: Reactive Signage J.B. Young		Completed by J.B. Young on 06/30/2025	Total Time	21m 54s	
			Total Costs	**$5.48**	
ID: #5576 **Limbs blocking view of stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/30/2025	Total Time Costs	$4.04	
			Total Time	16m 9s	
			Total Costs	**$4.04**	
ID: #5580 **Limbs blocking view of stopsign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/30/2025	Total Time Costs	$5.16	
			Total Time	20m 39s	
			Total Costs	**$5.16**	
ID: #5582 **Faded stopsign & 4-way sign** Type: Reactive Signage J.B. Young		✓ Done Completed by J.B. Young on 06/30/2025	Total Time Costs	$7.09	
			Total Time	28m 21s	
			Total Costs	**$7.09**	
ID: #5584 **Cut right away** Type: Reactive Signage J.B. Young		06/30/2025 ✓ Done Completed by J.B. Young on 07/01/2025	Total Time Costs	$26.25	
			Total Time	1h 45m 0s	
			Total Costs	**$26.25**	
ID: #5585 **Cut right away**		06/30/2025 ✓ Done	Total Time Costs	$11.25	
			Total Time	45m 0s	

WORK ORDER INFO	LOCATION & ASSET	DUE & STATUS	TIME & COST		PROCEDURE ANSWERS
Type: Reactive Signage J.B. Young		Completed by J.B. Young on 07/01/2025	**Total Costs**	**$11.25**	
ID: #5527 **105 Cobblestone Court** Type: Reactive Medium Drainage Potholes and street repairs Jacqueline Smith J.B. Young	Drainage Division Street Division	06/20/2025 ✓ Done Completed by Jacqueline Smith on 07/08/2025			

Signed off by

Date

Town of Smithfield
Public Works Sanitation Division
Monthly Report
June 30, 2025

I. Statistical Section

The Division collected from approximately 4,487 homes, 4 times during the month

- **a.** Sanitation forces completed 54 work orders
- **b.** Sanitation forces collected tons 498.05 of household waste
- **c.** Sanitation forces disposed of loads 64 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 250 scrap tires that was collected at Convenient Site Center
- **g.** Recycling forces collected 5.01 tons of recyclable plastic
- **h.** Recycled 0 lbs. of cardboard material from the Convenient Site Center
- **i.** A total of 0 ibs 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 2,480 lbs. of shredder steel for $171.12 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid $ 2,432.00 for disposal of yard waste and debris. Amick Equipment Co. was paid $800.26 for new tarp roller for TK320. Excel Truck Group was paid $8,505 for 5 year extended warranty on YK 322.

IV. Personnel Update:

No new employees in the month of June.

V. Narrative of monthly departmental activities:

Public Works Safety Training was on "BBP/PPE" With Jamie Pearce. No Events for the month of June.

Community Service Workers worked 0 Hrs.

Town of Smithfield
Public Works Storm Water Division
Monthly Report
June 30, 2025

I. Statistical Section

II. Major Revenues

None

III. Major Expenses for the Month:

Paid Adam Stuckey $93,000.00 for Fourth and Caswell Storm Drain up size to reduce flooding. Adam Stuckey also paid $16,915.00 for the Emergency storm drain repair on Wilson Street. Paid Southern Vac. $3,014.65 Ravo Diagnostic parts and repair for the Street sweeper.

IV. Personnel Update:

None

V. Narrative of monthly departmental activities:

Street Sweep and storm drain cleaning and repair.

V. The Public Works safety meeting was on "BBP/PPE" with Jaime Pearce with Wellness Works.

SRAC MONTHLY REPORT FOR JUNE, 2025

PROGRAMS SATISTICS	June, 2025	June, 2024
NUMBER OF PROGRAMS	23	22
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	2553	6566

	June, 2025	24/25 FY YTD	June, 2024	23/24 FY YTD
SRAC MEMBER VISITS	5233	50362	4366	47772
DAY PASSES	4867	21593	4253	21437
RENTALS (SRAC)	43	434	52	311
USERS (SRAC RENTALS)	2640	28118	2497	27082
TOTAL UNIQUE CONTACTS	**15,293**		**17,682**	

FINANCIAL STATISCTICS	June, 2025	24/25 FY YTD	June, 2024	22/23 FY YTD
SRAC REVENUES	$ 101,851.00	$ 854,247.00	$ 92,593.00	$ 817,243.00
SRAC EXPENDITURES (OPERATIONS)	$ 102,717.00	$ 1,049,474.00	$ 86,225.00	$ 1,039,033.00
SRAC EXPENDITURES (CAPITAL)	$ -	$ 32,592.00	$ -	$ 101,358.00
SRAC MEMBERSHIPS	4357		3976	

HIGHLIGHTS

HOSTED THE 3 LITTLE PIGS TRIATHLON
TIGER SHARKS SWIM LESSONS
TIGER SHARKS SWIM TEAM
SUMMER DAY CAMPS

SMITHFIELD
PARKS AND RECREATION

MONTHLY REPORT FOR JUNE, 2025

PROGRAMS SATISTICS	June, 2025	24/25 FY YTD	June, 2024
NUMBER OF PROGRAMS	12		11
TOTAL ATHLETICS PARTICIPANTS	935	7757	358
TOTAL NON/ATHLETIC PARTICIPANTS	426	8418	765
NUMBER OF GAMES PLAYED	183	1396	261
TOTAL NUMBER OF PLAYERS (GAMES)	3908	30569	3154
NUMBER OF PRACTICES	40	1059	49
TOTAL NUMBER OF PLAYER(S) PRACTICES	724	14267	911
SARAH YARD COMMUNITY CENTER	133	1464	152

	June, 2025	24/25 FY YTD	June, 2024	23/24 FY YTD
PARKS RENTALS	19	433	28	701
USERS (PARKS RENTALS)	8497	40804	9286	32474
TOTAL UNIQUE CONTACTS	**14,490**	**105,210**	**14,474**	**105,210**

FINANCIAL STATISCTICS	June, 2025	24/25 FY YTD	June, 2024	23/24 FY YTD
PARKS AND RECREATION REVENUES	$ 5,407.00	$ 127,688.00	$ 4,496.00	$ 91,949.00
PARKS AND RECREATON EXPENDITURES (OPERATIONS)	$ 105,187.00	$ 1,101,151.00	$ 95,504.00	$ 926,312.00
PARKS AND RECREATION EXPENDITURES (CAPITAL OUTLAY EQUIP)	$ 22,156.00	$ 91,752.00	$ 16,748.00	$ 210,183.00
SYCC EXPENDITURES (OPERATIONS)	$ 3,849.00	$ 33,919.00	$ 2,678.00	$ 36,054.00
SYCC EXPENDITURES (CAPITAL OUTLAY EQUIP)	$ -	$ 4,300.00	$ -	$ 7,475.00

HIGHLIGHTS

USSSA GIRLS SOFTBALL TOURNAMENT
PERFECT GAME BASEBALL TOURNAMENT
SJBA INVITATIONAL BASEBALL TOURNAMENT

TENNIS CAMP
PICKLEBALL CAMP
BASEKTBALL CAMP

Town of Smithfield
Electric Department
Monthly Report
June,2025

I. Statistical Section

- Street Lights repaired –11
- Area Lights repaired-4
- Service calls – 54
- Underground Electric Locates -316
- Poles changed out/removed or installed -2
- Underground Services Installed -1

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- poles, lights and bases for JCC parking lot

IV. Personnel Update:

- The Electrical Dept. fully staff and one JOCO intern.

V. Miscellaneous Activities:

- Counting material for inventory
- The Electrical Dept. is working on replacing old poles and upgrading lines in the East Market St. area.
- The Electrical Dept is continuing to work on the Pole Audit Town wide.

Public Utilities Water and Sewer

Monthly Statistics	Month Ending	6/30/2025
	Monthly Total	*Year to Date Total*
Water Calls	71	526
Sewer Calls	60	230
Utility Locates	372	4386
Storm Drainage Calls	0	5
Total Calls	503	5147
Quotes new services	1	19
Inspections	5	26
Locate existing water & sewer services	4	19
Disconnect water	4	18
Reconnect water	1	7
Test meter	2	18
Temp hydrant meter	2	14
Discolored water call	1	14
Low pressure call	4	40
Leak detection	8	103
Meter check	16	147
Meter repair	10	95
Meter leak	3	50
Service leak	4	30
Water main leak	1	26
Replace existing water meter	6	69
Install new water meter	35	183
Install new water service	3	10
Renew water service	1	15
Water blow off repair	2	2
Street cuts	5	40

Repair utility cut or sink hole	1	20
Fire hydrant repair	0	6
Fire hydrant replaced	0	18
Camera Sewer main or service	3	16
Sewer odor complaint	1	8
Sewer main repair	6	31
Clean out repair or install	5	35
LF of sewer main cleaned	22577	28612
LF of sewer service cleaned	595	8083
LF of storm drain cleaned	0	1100

- Serviced and maintained 22 Sanitary Sewer Lift Stations 2 times per week
- Inspected all aerial sewer lines
- Inspected all high priority manholes weekly
- Helped public works with cleaning storm drain lines and catch basin during and before rain events

Major Expenses for the month of March

- Had Stuckey to make some water and sewer repairs that we were not able to.
- Still having work done on the Vac truck.

Upcoming Projects for the month of April

- I 95 project continues.
- Finley Landing homes are being built, which means meters are being installed.
- New subdivision behind Walmart has begun.
- Hydromechanics will continue replacing and repairing fire hydrants.

Personnel Updates

- David Batten started 6/30/2025

MONTHLY WATER LOSS REPORT

June 2025

(3) - Meters with slow washer leaks

(3) - ¾” Line, 1/8”, 1 Day

2” Line, Shear, 1 day

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	06/16/25	3	15	7965	10	North Street	06/23/25	3	15	17820	40
Computer Drive	06/16/25	3	15	31860	10	West Street	06/23/25	3	15	78030	50
Castle Drive	06/16/25	3	15	7965	10	Regency Drive	06/23/25	3	15	63720	60
Parkway Drive	06/16/25	3	15	63720	40	Randers Court	06/23/25	3	15	15930	40
Garner Drive	06/16/25	3	15	63723	40	Noble Street	06/23/25	3	15	15930	40
Hwy 210 LIFT ST.	06/16/25	3	15	15930	40	Fieldale Dr#1(L)	06/23/25	3	15	63720	40
Skyland Drive	06/16/25	3	15	7965	10	Fieldale Dr#2(R)	06/23/25	3	15	63720	40
Bradford Street	06/16/25	3	15	15930	10	Heather Court	06/23/25	3	15	15930	40
Kellie Drive	06/16/25	3	15	7965	10	Reeding Place	06/23/25	3	15	15930	40
Edgewater	06/17/25	3	15	7965	10	East Street	06/23/25	3	15	63720	40
Edgecombe	06/17/25	3	15	15930	40	Smith Street	06/23/25	3	15	63720	40
Valley Wood	06/17/25	3	15	63720	40	Wellons Street	06/23/25	3	15	63720	40
Creek Wood	06/17/25	3	15	63720	40	Kay Drive	06/18/25	3	15	38985	15
White Oak Drive	06/17/25	3	15	7965	10	Huntington Place	06/18/25	3	15	38985	15
Brookwood Drive	06/17/25	3	15	22515	5	N. Lakeside Drive	06/18/25	3	15	9750	15
Runneymede Place	06/17/25	3	15	31860	10	Cypress Point	06/18/25	3	15	34890	12
Nottingham Place	06/17/25	3	15	38985	10	Quail Run	06/18/25	3	15	8715	12
Heritage Drive	06/17/25	3	15	38985	10	British Court	06/18/25	3	15	8715	12
Noble Plaza #1	06/18/25	2.8	15	9750	10	Tyler Street	06/18/25	3	15	78030	60
Noble Plaza #2	06/18/25	2.8	15	9750	10	Yelverton Road	06/18/25	3	15	63720	40
Pinecrest Street	06/18/25	3	15	19500	10	Ava Gardner	06/18/25	3	15	63720	40
S. Sussex Drive	06/18/25	3	15	31860	10	Waddell Drive	06/18/25	3	15	7965	10
Elm Drive	06/18/25	3	15	9750	10	Henly Place	06/19/25	3	15	8715	12
						Birch Street	06/19/25	3	15	34890	12
Coor Farm Supply	06/18/25	2	15	7965	10	Pine Street	06/19/25	3	15	38985	15
Old Goldsboro Rd,	06/18/25	3	15	7965	10	Oak Drive	06/19/25	3	15	37695	14
Hillcrest Drive	06/20/25	3	15	31860	10	Cedar Drive	06/19/25	3	15	31860	10
Eason Street	06/20/25	3	15	38985	40	Aspen Drive	06/19/25	3	15	34890	12
Magnolia circle	06/20/25	3	15	78030	40	Furlonge Street	06/19/25	3	15	34890	12
Rainbow Drive	06/20/25	3	15	19500	60	Golden Corral	06/19/25	3	15	40290	16
Rainbow Circle	06/20/25	3	15	19500	60	Holland Drive	06/19/25	3	15	9750	15
Moonbeam Circle	06/20/25	3	15	19500	60	Davis Street	06/19/25	3	15	34890	12
Ray Drive	06/20/25	3	15	15930	60	Caroline Ave.	06/19/25	3	15	31860	10
Will Drive	06/23/25	3	15	63720	40	Johnston Street	06/19/25	3	15	38985	15
Michael Lane	06/23/25	3	15	63721	40	Ryans	06/19/25	3	90	9750	15
Ward Street	06/23/25	3	15	15930	40						
				961954						1282815	2244769

Utilities Department
Monthly Report
June 2025

- **Statistical Section**
  - Electric CP Demand 28,977 Kw relative to May's demand of 23,419 Kw.
  - Electric System Reliability was 99.941%, with four (4) recorded main line outages; relative to May's 99.9991%.
  - Raw water treated on a daily average was 4.492 MG relative to 4.462 MG for May; with maximum demand of 5.525 MG relative to May's 5.536 MG.
  - Total finished water to the system was 125.776 MG relative to May's 128.821 MG.
    Average daily for the month was 4.193 MG relative to May's 4.156 MG.
    Daily maximum was 4.888 MG (June 24th) relative to May's 4.875 MG.
    Daily minimum was 2.967 MG (June 18th), relative to May's 2.748 MG.
- **Miscellaneous Revenues**
  - Water sales were $272,480 relative to May's $265,616
  - Sewer sales were $455,118 relative to May's $445,700
  - Electrical sales were $1,369,057 relative to May's sales of $1,208,363
  - Johnston County Water purchases were $230,834 for 90.880 MG relative to May's $308,691 for 121.532 MG.
- **Major Expenses for the Month**
  - Electricity purchases were $1,248,367 relative to May's $1,055,712
  - Johnston County sewer charge was $221,965 for 49.657 MG relative to May's $170,105 for 38.055 MG.
- **Personnel Changes**
  - David Batten began work as a Utility Line Mechanic on June 30, 2025