



Mayor

M. Andy Moore

Mayor Pro-Tem

Sloan Stevens

Council Members

Dr. Gettys Cohen, Jr.

Travis Scott

Doris L. Wallace

Roger Wood

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Assistant Town Manager

Kimberly Pickett

Interim Finance Director

Greg Siler

Town Clerk

Elaine Andrews

**Town Council
Agenda
Packet**

Meeting Date: Tuesday, January 20, 2026

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
January 20, 2026
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations:

Page:

- 1. Proclamation – Honoring the Service and Retirement of Town Manager Michael L. Scott**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Appointment of Kimberly Pickett as the Interim Town Manager:** Town Manager Michael Scott will retire effective February 1, 2026. In accordance with the Town Charter and State law, NC G.S. 160A-150, the Council must appoint an Interim Town Manager until a permanent manager is hired. The Council is requested to appoint Assistant Town Manager Kimberly Pickett to serve as Interim Town Manager until relieved of these duties by the Council.
(Town Manager – Mike Scott) See attached information.....2

Public Hearings:

- 1. Special Use Permit Request – SUP-25-01 Adrenaline Designs:** The Town Council is respectfully requested to hold a public hearing to review the special use request to operate a tattoo establishment in the Center Pointe Plaza Shopping Center.
(Planner I – Micah Woodard) See attached information.....4
- 2. Special Use Permit Request – SUP-25-02 Aruza Pest Control:** The Town Council is respectfully requested to hold a public hearing to review the special use request for Aruza Pest Control to operate an exterminating business at 1338-A Brightleaf Boulevard.
(Planner I – Micah Woodard) See attached information.....22

Citizens Comments:

Consent Agenda Items:

- 1. Approval of Minutes**
a. 12/16/2025 – Regular Session.....36
- 2. Consideration and request for approval to promote one officer from Police Captain to Deputy Chief**
(Police Chief - Pete Hedrick) See attached information.....46
- 3. Resolution 797 (05-2026) Setting the Public Hearing Date for Annexation petition ANX-25-05:** E & F Properties has submitted a petition for voluntary annexation of 498.283 acres to the Town of Smithfield. On January 6, 2026, the Town Council approved a resolution directing the Town Clerk to investigate the sufficiency of annexation petition ANX-25-05. Upon review of those findings, the next step in the annexation process is to set the public hearing date.
(Planner I – Micah Woodard) See attached information.....48
- 4. Consideration and request for approval of a budget amendment:** Amendments are often required during the fiscal year to balance and adjust the budget ordinance due to unknown circumstances at the time of budget ordinance preparation. This budget ordinance is for the acceptance and payment of the new fire engine.
(Assistant Manager – Kimberly Pickett) See attached information.....70
- 5. Consideration and request for approval for a Utility Preliminary Engineering Agreement (UPEA) for the relocation of Electric Poles:** NCDOT will be improving US-301 Highway from Booker Dairy Road northward into Selma. To complete the improvements, Town utilities will need to be relocated to include electric poles on both sides of the road. Staff respectfully requests approval of the UPEA, and to authorize the Town Manager to execute the agreement with the consultant.
(Public Works Director – Ted Credle) See attached information.....75
- 6. Consideration and request for approval of contract for Sports Court Resurfacing:** The Parks and Recreation Department respectfully requests approval to of a contract with Outer Banks Tennis Contractors, LLC for the amount of **\$54,106** to complete court resurfacing.
(Parks & Recreation Director – Gary Johnson) See attached information.....92
- 7. Consideration and request for approval for contract to repair the Greenway:** The Parks and Recreation Department respectfully requests approval to enter into contract with TEBCO Fence for the amount of **\$8,000** to repair and replace 500 linear feet of fencing along the Buffalo Creek Greenway.
(Parks & Recreation Director – Gary Johnson) See attached information.....123

8. Consideration and request for approval of a contract to replace the HVAC System at the SYCC: The Parks and Recreation Department respectfully requests approval to enter into agreement with Heat Transfer Solutions 2, LLC for the amount of **\$7,460.22** to replace one air conditioning and heating unit at the Sarah Yard Community Center.
(Parks & Recreation Director – Gary Johnson) See attached information.....138

9. Consideration and request for approval of Board Appointments:
a. Library Board of Trustees – Jane Shipman has submitted an application for a third term on the Library Board of Trustees
b. Recreation Advisory Committee – Andrew Tamer has submitted an application for a first term on the Recreation Advisory Committee
(Town Clerk - Elaine Andrews) See attached information.....150

Business Items:

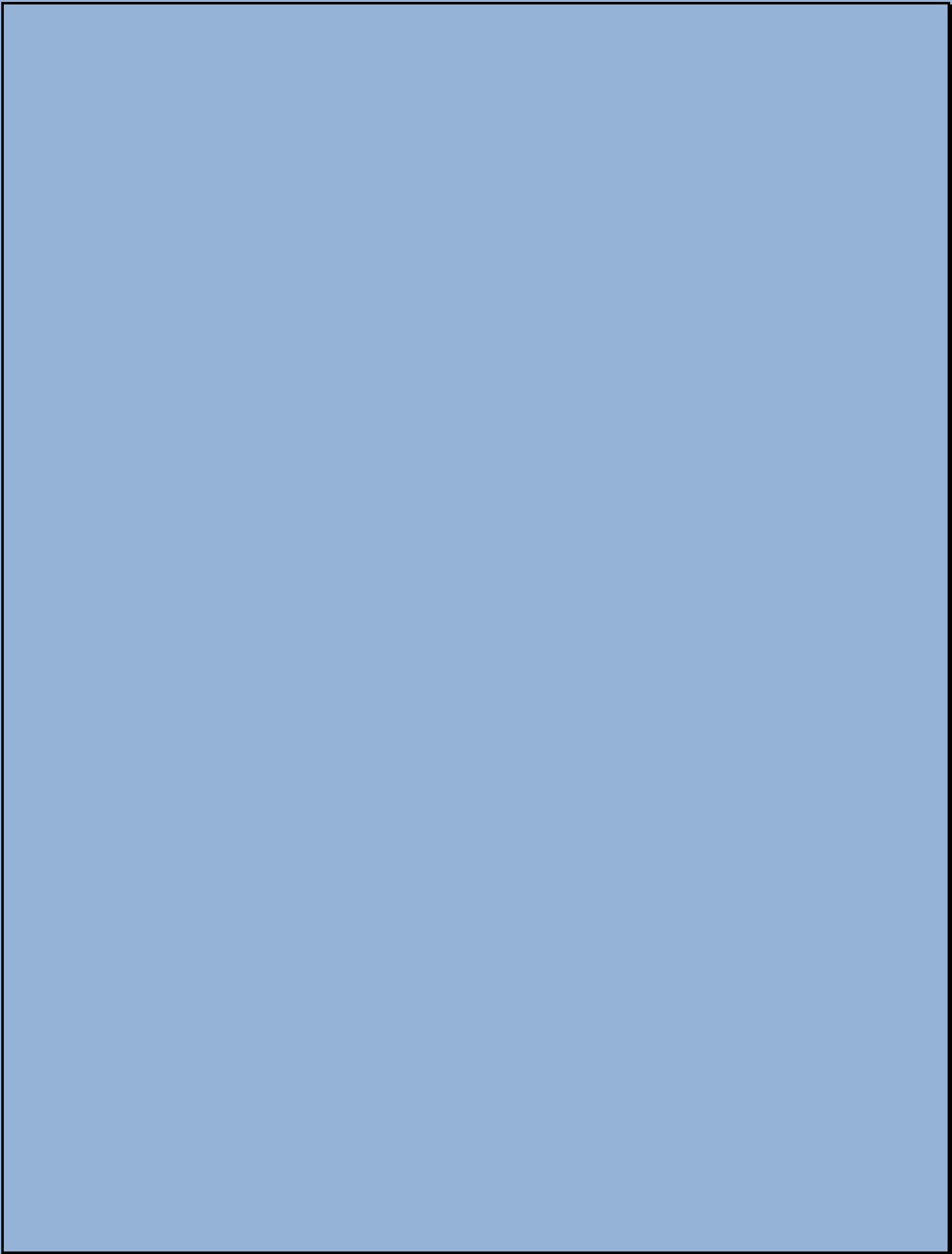
1. Consideration and request for approval to authorize and appoint Assistant Town Manager Kimberly Pickett to the Electricities Board of Commissioners:
Staff respectfully requests authorization for a change in the Town's Commissioner representative following the retirement of Manager Mike Scott.
(Mayor – M. Andy Moore) See attached information.....156

Councilmember's Comments

Town Manager's Report

Adjourn

Presentations



**TOWN OF SMITHFIELD
PROCLAMATION
HONORING THE PUBLIC SERVICE AND RETIREMENT OF
MICHAEL L. SCOTT**

WHEREAS, Michael L. Scott has faithfully and honorably served the Town of Smithfield for more than sixteen years, providing exemplary leadership, steadfast dedication, and unwavering commitment to public service; and

WHEREAS, "Mike" Scott began his distinguished career with the Town of Smithfield in October 2009 as Chief of Police, bringing with him a deep-rooted calling to police work that spans a three-generation family legacy devoted to law enforcement; and

WHEREAS, in 2016, Mike Scott was appointed Town Manager, where he became a central figure in Town leadership, guiding the organization with integrity, humility, professionalism, and grace while fostering trust and respect among elected officials, staff, and the community; and

WHEREAS, throughout his career, Mike Scott has been widely admired for his character—known as humble beyond measure, a loyal friend to many, and a leader who never hesitated to help those in need; and

WHEREAS, Mike Scott's career in public safety is distinguished by extraordinary courage and selfless compassion, exemplified by heroic acts that saved lives and earned him medals recognizing his bravery and honor; and

WHEREAS, as Town Manager, Mike Scott demonstrated exceptional stewardship of public resources and, under his leadership, leaves the Town of Smithfield with one of the lowest debt ratios in recent history, reflecting a sustained commitment to sound fiscal management and budgetary responsibility; and

WHEREAS, under his leadership, the Town secured the greatest amount of grant funding in its history, including nearly **eight million dollars in federal grant awards** and nearly **nineteen million dollars in state grant awards**, thereby significantly enhancing the Town's ability to serve its citizens and invest in its future; and

WHEREAS, Michael L. Scott leaves behind a lasting legacy of service, leadership, and friendship, along with a trove of colleagues and community members who are deeply grateful for his service and who wish him every happiness and fulfillment in his retirement;

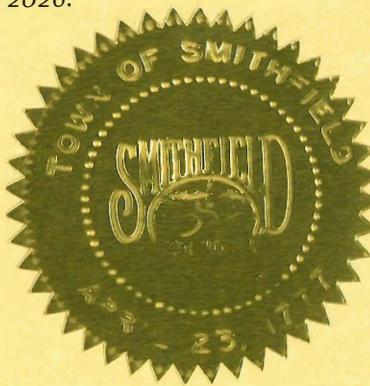
NOW, THEREFORE, BE IT PROCLAIMED, that I, M. Andy Moore, Mayor and the Town Council of the Town of Smithfield do hereby honor and commend

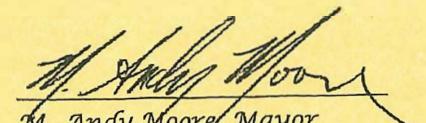
Michael L. Scott

for his exemplary service to the Town and its citizens, and extends its deepest appreciation for his many years of dedicated public service; and

BE IT FURTHER PROCLAIMED, that we congratulate Mike Scott on his retirement effective **February 1, 2026**, and wish him continued health, happiness, and success in all future endeavors.

Dated this the 20th day of January, 2026.




M. Andy Moore, Mayor
Town of Smithfield, NC



Request for Town Council Action

**Presentation: Interim
Manager**

Date: 1/20/2026

Subject: Interim Town Manager Appointment

Department: General Government

Presented by: Michael Scott - Town Manager

Presentation: Presentations

Issue Statement

Town Manager Michael Scott is retiring effective February 1, 2026. In keeping with Town Charter requirements and State Statute, the Council must appoint an Interim Manager until an appointed Manager is fully hired. The Council is asked to promote Assistant Town Manager, Kimberly Pickett, to fill the Interim Town Manager position, until such time as the Council relieves her of this responsibility.

Financial Impact

Salary adjustment to be determined by Council at time of appointment.

Action Needed

Approve Assistant Town Manager Kimberly Pickett as the Interim Town Manager, effective February 1, 2026.

Recommendation

Approve Kimberly Pickett as Interim Town Manager, effective February 1, 2026.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Presentation: Interim Manager

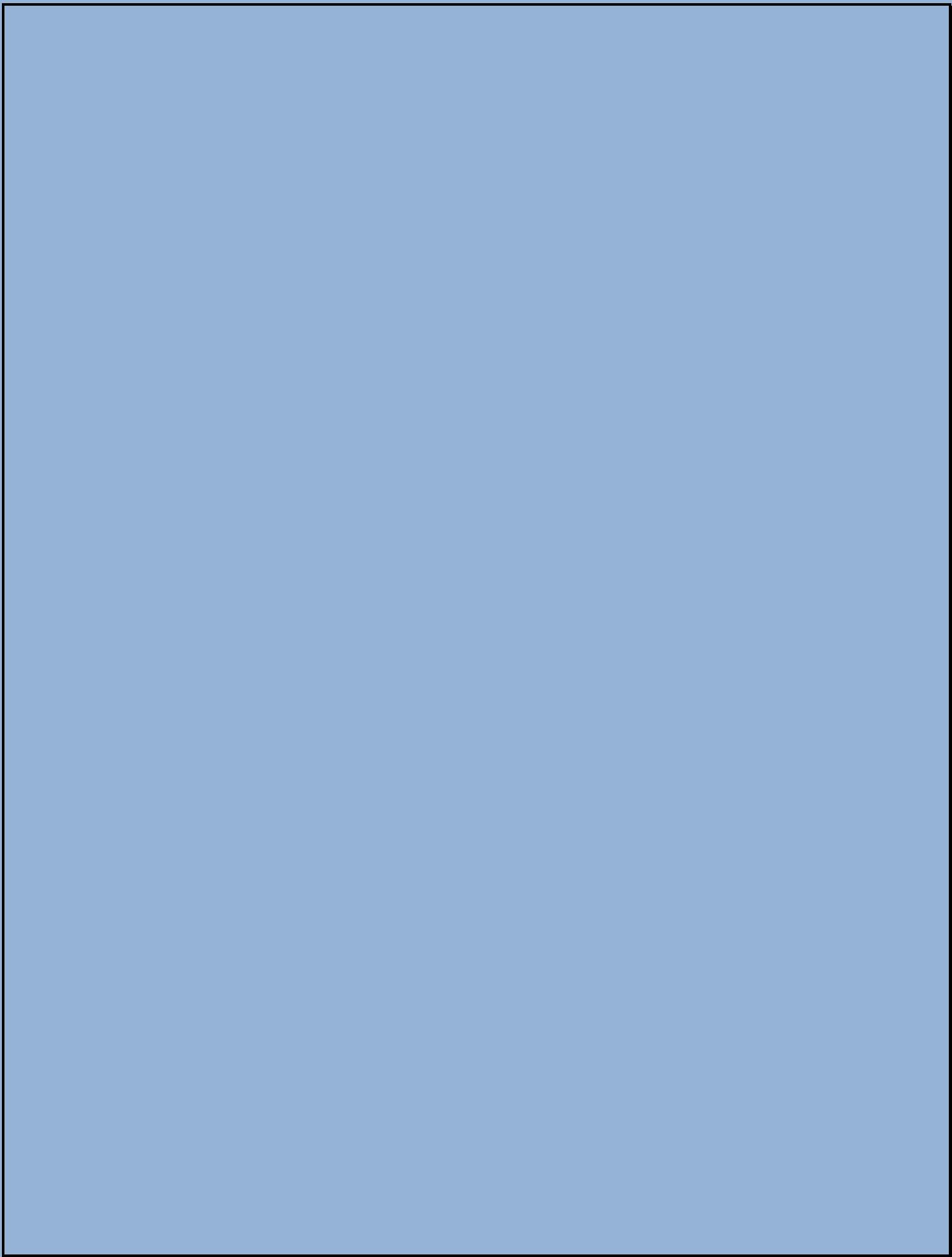
§ 160A-150. Interim city manager.

When the position of city manager is vacant, the council shall designate a qualified person to exercise the powers and perform the duties of manager until the vacancy is filled. (1971, c. 698, s. 1.)

Town Manager Michael Scott is retiring effective February 1, 2026. Noticing the NCGS above, the Council must appoint an Interim Town Manager who is qualified for the position. Assistant Town Manager, Kimberly Pickett, is recommended to fill the Interim Position until such time as the Council relieves her of this responsibility and position.

Kimberly Pickett has more than 15 years of local government experience, including holding positions of Finance Director, Assistant Town Manager and Town Manager. She obtained a Bachelor of Science Degree in Communications with a minor in Business Administration from East Carolina University in 2009 and a Masters of Public Administration Degree from UNC Pembroke in 2020. She has been serving as the Smithfield Assistant Town Manager since July 1, 2025.

Public Hearings





Request for Town Council Review

Public SUP-25-01
Hearing:
Date: 1/20/2026

Subject: Adrenaline Designs (Tattoo Establishment) SUP

Department: Planning Department

Presented by: Planner I – Micah Woodard

Presentation: Public Hearing

Issue Statement

Adrenaline Designs is requesting a special use permit to operate a tattoo establishment at 1247 North Brightleaf Boulevard in the Center Point Plaza shopping center.

Financial Impact

None

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the special use application, SUP-25-01, and to recommend approval, approval with conditions or denial based on the finding of fact for special use permits.

Recommendation

Staff recommend approval of the Adrenaline Designs Special Use Permit, SUP-25-01, based on the finding of fact for special use permits.

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
3. Application
4. Finding of Fact
5. Adjacent Property Owners List
6. Adjacent Notifications Certification
7. Legal Ad



Staff Report

Public SUP-25-01
Hearing:

REQUEST:

Adrenaline Designs is requesting a special use permit to operate a tattoo establishment at 1247 North Brightleaf Boulevard in the Center Point Plaza shopping center.

APPLICATION DATA:

Applicant/Owner:	Denis Rodger (Center Point Plaza)
Agents:	David Seigler (Adrenaline Designs)
Property Identification Number:	14074002
Town Limits/ETJ:	Town Limits
Acreage:	24.21
Present Zoning:	B-3 (Highway Entrance Business)
Existing Use:	Retail
Proposed Use:	Personal Service – tattoo establishment
Water Service:	Town of Smithfield
Sewer Service:	Town of Smithfield
Electrical Service:	Town of Smithfield

PROJECT LOCATION:

The location proposed for the tattoo establishment is 1247 North Brightleaf Boulevard, a 1200 sq. ft. retail space within the Center Point Plaza shopping center.

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Land Use
North:	R-10	Single-Family Residential
South:	B-3 (Highway Entrance Business)	Retail
East:	B-3 (Highway Entrance Business)	Retail
West:	B-3 (Highway Entrance Business)	Retail

ENVIRONMENTAL: There are no environmental issues.

STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting a special use permit to operate a tattoo establishment in the Center Point Plaza shopping center. The shopping center has a mix of retail and personal service establishments including restaurants, retail, barber shops, etc. The tattoo business will have no adverse impacts to the surrounding area or uses and will blend in with the mix of uses.

The Planning staff initiated an ordinance amendment that was reviewed by the Planning Board in January, 2025 that would remove the special use requirement for tattoo establishments and would make the use permitted by right in the B-2 and B-3 zoning districts. Planning Staff believe the special use requirement is a relic of the past when there was a stigma about such establishments. The tattoo and body piercing shops are commonplace today and concerns about health and safety are addressed with state regulation of the industry. A public hearing before the Town Council for this amendment has not yet been scheduled.

The draft amendment is as shown below:

Uses	Primary Zoning Districts												
	R-20A	R-10	R-8	R-6	R-MH	O/I	B-1	B-2	B-3	LI (Sect. 7.2)	HI (Sect. 7.2)	AHH	Supplemental Regulations
RETAIL SALES AND SERVICES													
Tattoo and body piercing establishments								S P	S P				

FINDINGS OF FACT (Staff findings in Bold Italic)

4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. The project will not be detrimental to or endanger the public health, safety or general welfare. ***The use is regulated by the State and the use is commonplace in retail establishments around the Country.***

4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***The use will have no adverse impact on the development or improvements to the surrounding properties. The mix of uses will be a benefit to the shopping center.***

4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided. The development will provide adequate utilities, drainage, parking and necessary

facilities. *The shopping center has adequate utilities, drainage, parking and other necessary facilities.*

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

4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. Proper ingress and egress will be provided. *Adequate ingress and egress currently exist.*

4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property. *The use will have no adverse impacts on the abutting or adjoining properties. All the uses are retail in nature and are supportive of each other in a shopping center.*

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. *The use will be in harmony with the area.*

4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *The proposed use will be in conformance with the UDO requirements.*

RECOMMENDATION:

Planning Staff recommend the Town Council approve the Adrenaline Special Use Permit, SUP-25-01, based on the finding of fact for special use permits.

RECOMMENDED MOTION:

"Move to approve the Adrenaline Special Use Permit, SUP-25-01, based on the finding of fact for special use permits



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

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by one (1) signed application, three (3) sets of required plans and one (1) digital copy of all required documents, including the Owner's Consent Form (attached) and the application fee.

SITE INFORMATION:

Name of Project: Adrenaline Designs Acreage of Property: 24.21
Parcel ID Number: 260410-35-8222 Tax ID: 14074002; 14074002B
Deed Book: _____ Deed Page(s): _____
Address: 1247 N. Brightleaf Boulevard Store #3, Smithfield, NC 27577
Location: Center Pointe Plaza - 1229-1271N. Brightleaf Blvd, Smithfield, NC 27577

Existing Use: _____ Proposed Use: Tattoo Shop
Existing Zoning District: (B-3) Highway Entranceway, Business District

Is project within a Planned Development: Yes No
Planned Development District (if applicable): DAI
Is project within an Overlay District: Yes No
Overlay District (if applicable): OCT 27 2025
TOWN OF SMITHFIELD
PLANNING DEPT.

FOR OFFICE USE ONLY

File Number: SUP-25-01 Date Submitted: 10-27-25 Date Received: 10-27-25 Amount Paid: \$400

OWNER INFORMATION:

Name: Center Pointe Plaza, LLC

Mailing Address: 1975 Hempstead Tpke, Ste. 309, East Meadow, NY 11554

Phone Number: 516-223-6200

Fax: 516-223-6215

Email Address: Notices@upcji.com

APPLICANT INFORMATION:

Applicant: David Seigler / Adrenaline Designs LLC

Mailing Address: 3003 LAKE WOODWARD DR APT B

Phone Number: 910 964 1580 Fax: _____

Contact Person: David Seigler

Email Address: Dave.Seigler70@gmail.com

STATEMENT OF JUSTIFICATION

Please provide detailed information concerning all requests. Attach additional sheets if necessary.

SEE ATTACHED

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

ATTACHED

- 2) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

ATTACHED

- 3) Adequate utilities, drainage, parking, or necessary facilities have been or are being provided

ATTACHED

- 4) The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

Attached

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

ATTACHED

- 6) That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.

ATTACHED

- 7) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

ATTACHED

- 8) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

ATTACHED

REQUIRED SITE PLAN INFORMATION

Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject Special Use Permit. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

DAVID SEIGLER
Print Name



Signature of Applicant

10-20-2025
Date

OWNER'S CONSENT FORM

Name of Project: Adrenaline Designs Submittal Date: 10/27/25

OWNERS AUTHORIZATION

I hereby give CONSENT to David Seigler (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.

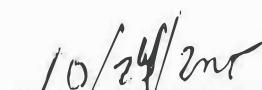
I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, 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

Denis Rodger

Print Name



Date

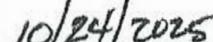
CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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



Signature of Owner/Applicant

DAVID SEIGLER



Date

FOR OFFICE USE ONLY

File Number: _____ Date submitted: _____ Date received: _____

1. Public Health, Safety, and General Welfare

The establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. Our two primary artists collectively have over 55 years of experience and are licensed by the county to conduct safe procedures, including strict sterilization protocols. We follow rigorous setup, breakdown, cleaning, and sterilization standards reviewed annually. All staff members are CPR certified and trained in cross-contamination and bloodborne pathogen safety.

2. Orderly Development and Improvement

Adrenaline Designs will be an upscale, top-tier tattoo shop that integrates well into the community. No exterior modifications or expansions will be made, ensuring that surrounding properties continue developing in an orderly fashion. The business will maintain a quiet, professional, and private atmosphere, contributing positively to the area's growth.

3. Adequate Utilities, Drainage, Parking, and Facilities

The facility has all necessary utilities and will only require minor upgrades, such as additional lighting and a handwashing sink. The 1,200 sq ft space is located in a business development with ample parking. The number of occupants at any one time will be low, and the large, handicap-accessible restroom is equipped with all required amenities.

4. No Noxious or Offensive Impacts

The business will not produce any vibration, noise, odor, dust, smoke, or gas that is detrimental or offensive. Materials used in the tattooing process do not emit strong odors, and music will be kept at a minimal volume to maintain a peaceful environment.

5. Traffic Congestion

Adrenaline Designs is situated in a plaza with ample shared parking and low expected traffic flow. The shop will operate with a limited number of clients at a time, ensuring there will be no impact on traffic patterns or congestion in the area.

6. Adverse Impacts on Neighborhood Properties

The use will not result in the destruction, loss, or damage of natural, scenic, or historic features. No chemicals, emissions, or structural modifications are involved that could harm nearby properties or the environment. The shop will enhance the neighborhood by providing a professional, clean, and upscale service.

7. Harmony with Surrounding Area

There will be no structural or aesthetic changes made to the building exterior, and operations will align with the character of the surrounding business area. The shop's interior upgrades will maintain a high-end appearance that blends well with existing nearby businesses.

8. Conformance to Applicable Regulations

Adrenaline Designs will comply with all applicable regulations. All necessary inspections, including those by the health department, will be passed, and any required permits will be obtained. The shop is committed to maintaining full regulatory compliance at all times.

Statement of Justification

Adrenaline Designs respectfully submits this request for special use approval with the assurance that our proposed operations will have minimal impact on the existing structure and surrounding area. The only physical change planned within the facility is the installation of one hand-washing sink to meet updated health department requirements. No structural modifications, expansions, or external alterations are being proposed. Given that the building has long been operational and previously used for business purposes, all relevant architectural and utility documentation should already be on file with the city. As such, we believe that additional architectural plans or detailed site drawings are not necessary in this instance and would create undue burden for a minor and clearly defined use case.

Town of Smithfield
Special Use Permit Application
Finding of Fact / Approval Criteria

Application Number: SUP-25-01 **Name:** Adrenaline Designs

Request: The applicant seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for a tattoo establishment. The property considered for approval is located at 1247 N. Brightleaf Boulevard in the Center Point Plaza shopping center at the north east corner of the Booker Dairy Road and N Brightleaf Boulevard intersection. The property is further identified by the Johnston County Tax ID 14074002.

In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below requires.

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
- 4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided.
- 4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- 4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.
- 4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.
- 4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

Once all findings have been decided one of the two following motions must be made:

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # **SUP-25-01** without conditions.*

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # **SUP-25-01** for the following stated reason:*

1. _____

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-25-01 is hereby:

_____ approved upon acceptance and conformity with the following conditions:

1. None

_____ denied for the noted reasons.

1. _____

Decision made this 20th day of January, 2026, while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14074002	CENTER POINTE PLAZA, LLC		1975 HEMPSTEAD TPKE STE 309		EAST MEADOW, NY 11554-1703
14A74011	MOORE, CLIFTON RAY	MOORE, CONNIE J	467 GOR AN FARM RD		SELMA, NC 27576-0000
14A74004	REARDON, LINDA THORNTON		12 PINCREST ST		SMITHFIELD, NC 27577-0000
14A74003	ZUCKER, ALECIA FLOWERS		104 ALECIA CT		CLAYTON, NC 27527-5363
14A74002	ZUCKER, ALECIA FLOWERS		104 ALECIA CT		CLAYTON, NC 27527-5363
14074013	SOUTHSTAR HOLDINGS-SMITHFIELD LLC		8816 SIX FORKS RD SUITE 201	PO BOX 1610	COKEYSVILLE, MD 21030-7610
14057012F	SMITHFIELD WMB LLC		1273 N BRIGHTLEAF BLVD		RALEIGH, NC 27615-0000
14057012E	LA COCINA PROPERTIES SMITHFIELD, LLC		467 GOR AN FARM RD		SMITHFIELD, NC 27577-4229
14A74012	LYNN CLIFF INC		2021 FAIRVIEW RD		SELMA, NC 27576-9494
14L10082	WESTY, LLC		104 ALECIA CT		RALEIGH, NC 27608-2315
14L10083	ZUCKER, ALECIA FLOWERS	BOONE, OLLIE J.	228 BAYHILL DR		CLAYTON, NC 27527-5363
14074001R	BOONE, HARVEY A. JR.	NGUYEN, TUAN	278 BAYHILL DR		SMITHFIELD, NC 27577-9408
14074001U	YUEN, CHISAN	PARRISH, DELORES	219 BAYHILL DR		SMITHFIELD, NC 27577
14074002R	PARRISH, ALVIN		1000 LOWES BLVD		MOORESVILLE, NC 28117-8520
14074013B	LOWE'S HOME CENTERS, INC		1000 LOWES BLVD		MOORESVILLE, NC 28117-8520
14074013F	LOWE'S HOME CENTERS, INC		111 COMMONWEALTH CT STE 106	PO BOX 979	CARY, NC 27512-0979
14074013H	SMITHFIELD FIRST, LLC		210 BAYHILL DR		CARY, NC 27511-4447
14074001D	LUIHN FOUR REAL PROPERTY, LLC	LUPTON, JOAN	108 CREEKWOOD CIR		SMITHFIELD, NC 27577-9408
14074001Q	LUPTON, CARDELO RAY		3235 SUNSET AVE		SMITHFIELD, NC 27577-9411
14074002S	NGUYEN, TRONG		314 BAYHILL DR		ROCKY MOUNT, NC 27804-2529
14074199C	OPTOMETRIC PROPERTIES LLC	BLALOCK, RHONDA L	350 BAYHILL DR		SMITHFIELD, NC 27577-9433
14074001W	BLALOCK, CHRISTOPHER LEE		2706 KIRKWOOD HWY		SMITHFIELD, NC 27577-9433
14074001Z	VU, ANH N				WILMINGTON, DE 19805-4912
14074001B	WYATT TORCH, LLC				
14074013A	BOOKER, JOHN M			P O BOX 58	SMITHFIELD, NC 27577-4051
14074013E	ACES REALTY, LLC			PO BOX 36799	CHARLOTTE, NC 28236-6799
14074002C	PACHECO, FAUSTO H.			PO BOX 27131	SMITHFIELD, NC 27577-9433
14074004	FIRST CITIZENS BANK & TRUST IN				RALEIGH, NC 27611-7131
14074001X	BOOKER DAIRY HOMEOWNERS ASSOCIATION				SMITHFIELD, NC 27577-8936
14074002H	FINNIE, LEAH P.				SMITHFIELD, NC 27577-9409
14057012D	WALMART REAL ESTATE TRUST	SAM M WALTON DEVELOPMENT COMPLEX		PO BOX 8050M	BENTONVILLE, AR 72712
14074001S	KEENER, GRANT ARNOLD	KEENER, MARTHA HEDDEN	244 BAYHILL DR		SMITHFIELD, NC 27577-9408
14074001T	STRICKLAND, LLOYD L	STRICKLAND, RUTH GODWIN	260 BAYHILL DRIVE		SMITHFIELD, NC 27577-0000
14074002G	PATEL, MITULKUMAR MOHANBHAJ	PATEL, NIRAL J.	329 BAYHILL DR		SMITHFIELD, NC 27577-9434
14074001I	MILLS, DAVID F	MILLS, MARTHA C	1120 N LAKESIDE DR		SMITHFIELD, NC 27577-8311
14074001Y	GONZALEZ, JESUS	GONZALEZ, MARGARITA	332 BAYHILL DR		SMITHFIELD, NC 27577-9433
14074003B	GUO, XINFENG		149 BAYHILL DR		SMITHFIELD, NC 27577-8937
14074002I	JOHNSON, WILLIE SR	JOHNSON, VELMA HAYER	114 VALLEYWOOD CIR		SMITHFIELD, NC 27577
14074001V	CHEN, KE LIANG	CHEN, YUE	296 BAYHILL DRIVE		SMITHFIELD, NC 27577-0000
14057009U	ALBANY, LAURA SMITHEY		10 WOODSDALE DR		SMITHFIELD, NC 27577-8339
14057197D	SCHULTZE, PAUL R	SCHULTZE, TAMMY M		P O BOX 2316	SMITHFIELD, NC 27577-2316
14057197F	VISIBLE MEDIA, INC.		200 PARK AT NORTH HILLS ST APT 1114		RALEIGH, NC 27609-2650
14057197M	VALLE, OSCAR ANTONIO		108 OLD YORK CIR		CLAYTON, NC 27527-4252
14057197N	KANG, GURJINDER SINGH		95 NASHVILLE DR		ARCHER LODGE, NC 27527-9824
14074001A	BOOKER DAIRY HOMEOWNERS ASSOCIATION		154 BAYHILL DR		SMITHFIELD, NC 27577-8936
14074001F	JEM PROFESSIONAL PROPERTIES LLC		1609 BOOKER DAIRY RD		SMITHFIELD, NC 27577-0000
14074001P	PARR, CYRIL H II	PARR, JUDY M	196 BAYHILL DR		SMITHFIELD, NC 27577-8936
14057197O	ASC REALTY, LLC			P O BOX 883	CLAYTON, NC 27528-0883
14057198C	COLEMAN, JAMES OSCAR III	COLEMAN, KAREN LYNETTE THOMAS		P O BOX 2982	SMITHFIELD, NC 27577-6982
14074002A	EMORY C. MASSENGILL LIVING TRUST	MASSENGILL, EMORY C. TRUSTEE	4811 COMELIA DR		RALEIGH, NC 27603-4201
14057197H	1680 BOOKER DAIRY HOLDINGS, LLC		5237 SUNSET LAKE RD		HOLLY SPRINGS, NC 27540-3793
14057198D	TURNER, TIMOTHY P	TURNER, SYLVIA A	100 HERITAGE DR		SMITHFIELD, NC 27577-9403
14074002Q	HOLDEN, LEONARD E. SR.	DOZIER-HOLDEN, GWENDOLYN	235 BAYHILL DR		SMITHFIELD, NC 27577-9409
14074013L	MURPHY OIL USA INC			PO BOX 7300	EL DORADO, AR 71731-7300
14057009W	DUNN, CLAUD L JR	DUNN, JOANNE O	14 WOODSDALE DRIVE		SMITHFIELD, NC 27577-0000
14057197B	RICKS, RONNIE B		104 PELICAN CV		SNEADS FERRY, NC 28460-9520
14057197E	INTERSTATE REALTY LLC		39 SASSAFRAS LN		CLAYTON, NC 27527-9039
14074013I	JINDAL FAMILY, LLC		5305 WINDING VIEW LN		RALEIGH, NC 27615-1897
14074001C	MCDONALD'S CORPORATION		110 N CARPENTER ST		CHICAGO, IL 60607-4106
14074001O	BALL, DANIEL W		178 BAYHILL DRIVE		SMITHFIELD, NC 27577-0000
14074002T	WOLBERT, MICHAEL A.	BALL, SUSAN E	126 CREEKWOOD CIR		SMITHFIELD, NC 27577-9411
14057009V	ALLIED RESIDENTIAL PROP LLC	WOLBERT, ANGELA D.		PO BOX 1761	SMITHFIELD, NC 27577
14057197G	SL PROPERTIES, LLC		12309 CAMP CHARLES RD		BAILEY, NC 27807-8512
14057197I	BOOKER DAIRY HOLDINGS, LLC		1680 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9405
14057197K	BUNTING, WILLIE E. IV		101 HERITAGE DR		SMITHFIELD, NC 27577-9404
14057197L	GRISWOLD, JOHN P.	GRISWOLD, KRISTEN K.	105 REGENCY PL		SMITHFIELD, NC 27577-9407
14074001	AMERICAN VENTURES III, LLC		1609 BOOKER DAIRY RD	PO BOX 20909	RALEIGH, NC 27619-0909
14074001G	JEM PROFESSIONAL PROPERTIES LLC		1601 BOOKER DAIRY ROAD		SMITHFIELD, NC 27577-0000
14074001H	HERRMANN, SHAWN L	HERRMANN, LEANNE M		PO BOX 499	SMITHFIELD, NC 27577-0000
14L10199G	PM RESTAURANT HOLDINGS LLC			PO BOX 568	CHAPEL HILL, TN 37034-0499
14L10199H	CLASSIC PROPERTIES HOLDINGS INC			PO BOX 52085	PHOENIX, AZ 85072-2085
14L10199A	A G LEE OIL CO INC				



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); SUP-25-01, and SUP-25-02, and were notified by First Class Mail on 11/19/25 of the Public Meeting on December 4th, 2025.

A handwritten signature in black ink that reads "Micah Woodard". It is written in a cursive, flowing script. Below the signature is a horizontal line, and underneath that line, the word "Signature" is printed in a small, black, sans-serif font.

Johnston County, North Carolina

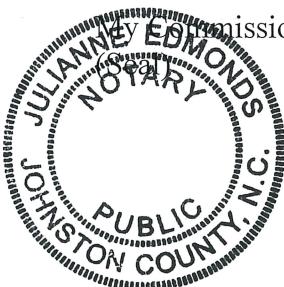
I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Micah Woodard personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

19th day of November, 2025

A handwritten signature in black ink that reads "Julianne Edmonds". It is written in a cursive, flowing script. Below the signature is a horizontal line, and underneath that line, the words "Notary Public Signature" are printed in a small, black, sans-serif font.

A handwritten signature in black ink that reads "Julianne Edmonds". It is written in a cursive, flowing script. Below the signature is a horizontal line, and underneath that line, the words "Notary Public Name" are printed in a small, black, sans-serif font.

My commission expires on 1-15-2028



**Town of Smithfield
Town Council
Notice of Public Hearing**

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 20th, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

SUP-25-01 Adrenaline Designs: Adrenaline Designs, LLC seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for a tattoo establishment. The property considered for approval is located at 1247 N. Brightleaf Boulevard in the Center Point Plaza shopping center at the north east corner of the Booker Dairy Road and N Brightleaf Boulevard intersection. The property is further identified by the Johnston County Tax ID 14074002.

SUP-25-02 Aruza Pest Control: Allied Commercial Properties of Johnston, LLC seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for a pest control business (Aruza Pest Control) to operate on their property. The property considered for approval is located at 1338 1. Brightleaf Boulevard. The property is further identified by the Johnston County Tax ID 14002010C.

S-25-06 West Smithfield Business Park (Street Dedication/Recombination):

SST Properties, LLC has applied for a Preliminary Plat to turn over an existing driveway to be a NCDOT maintained street, the proposed plat also consists of a recombination. The driveway is located and identified by Johnston County Tax ID#s 15078011G and 15077033C. All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919) 934-2116 ext. 1109 or online at www.smithfield-nc.com.

The Johnstonian
January 7, 2026



Request for Town Council Review

Public SUP-25-02
Hearing:
Date: 1/20/2026

Subject: Aruza Pest Control Special Use Permit

Department: Planning Department

Presented by: Planner I – Micah Woodard

Presentation: Public Hearing

Issue Statement

The applicant, Aruza Pest Control Inc, is requesting a special use permit to operate an exterminating service business at 1338-A Brightleaf Boulevard.

Financial Impact

None

Action Needed

The Town Council is requested to hold a public hearing to review and to approve, approve with conditions, or to deny the application.

Recommendation

Staff recommend the Town Council approve the special use permit, S-25-02, with no conditions based on the finding of fact.

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
3. Application
4. Finding of Fact
5. Adjacent Property Listing
6. Adjacent Notification Certification
7. Legal Ad



Staff Report

Public SUP-25-02
Hearing:

OVERVIEW/REVIEW:

Aruza Pest Control is requesting a special use permit to operate a pest control business at 1338A North Brightleaf Boulevard. In the Unified Development Ordinance (UDO) Section 6.6, Table of Uses, Exterminating Services is shown as a special use. The proposed use will be located in a multi-tenant commercial building with 2 tenant suites. The other tenant in the building is an industrial supply company. There is adequate parking on site for the uses. The use of the property will involve storage of small quantities of insecticide that are licensed and inspected by the NC Department of Agriculture and Consumer Services. The materials are not volatile and shouldn't be a detriment to adjacent properties.

APPLICATION DATA:

Applicant/Owner:	Allied Commercial Properties of Johnston County
Tax Identification Number:	14002010C
Town Limits/ETJ:	Town Limits
Acreage:	2.19 acres
Present Zoning:	B-3 (Highway Entrance Business)
Existing Use:	Multi-tenant commercial/office
Proposed Use:	Pest Control
Water Service:	Town of Smithfield
Sewer Service:	Town of Smithfield
Electrical Service:	Town of Smithfield

PROJECT LOCATION:

The property considered for approval is located about 340 feet Southeast of the Durwood Stephenson Parkway/N Brightleaf Boulevard intersection.

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Land Use
North:	B-3 (Highway Entrance Business)	Office/Commercial
South:	N/A	Railroad
East:	B-3 (Highway Entrance Business)	Office/Commercial
West:	B-3 (Highway Entrance Business)	Office/Self Storage

ENVIRONMENTAL ISSUES: There are no environmental issues.

FINDINGS OF FACT (Staff findings in *Bold Italic*)

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

4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. *The project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided. The development will provide adequate utilities, drainage, parking and necessary facilities. *The development will have adequate utilities, drainage, parking and necessary facilities.*

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

4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. Proper ingress and egress will be provided. *Adequate ingress and egress will be provided as required.*

4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property. *The use will have no adverse impacts on the abutting or adjoining properties.*

4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. *The proposed use will be in harmony with the area.*

4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *The proposed project will be in conformance with the UDO requirements.*

RECOMMENDATION:

Planning Staff respectfully recommend the Town Council approve the Special Use Permit, SUP-25-02 based on the finding of fact.

RECOMMENDED MOTION:

“Move to approve the special use permit, SUP-25-02, based on the finding of fact for special use permits”



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

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by one (1) signed application, three (3) sets of required plans and one (1) digital copy of all required documents, including the Owner's Consent Form (attached) and the application fee.

SITE INFORMATION:

Name of Project: ACUZA Pest Control Acreage of Property: 2.36
Parcel ID Number: 14-0-02-010-C Tax ID: _____
Deed Book: 4126 Deed Page(s): 444
Address: 1338A NOLKIELEAF BLVD, SMITHFIELD NC
Location: FRONT OFFICE SUITE (2850± SQ FT)

Existing Use: VACANT Proposed Use: Pest Control Service Office
Existing Zoning District: B-3

Is project within a Planned Development: Yes No
Planned Development District (if applicable): _____
Is project within an Overlay District: Yes No
Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number SUP-25-02 Date Submitted: 11-06-25 Date Received: 11-06-25 Amount Paid \$400



OWNER INFORMATION:

Name: ALLIED COMMERCIAL PROPS, LLC / GM LANGDON JR.
Mailing Address: P.O. BOX 1761, SMITHFIELD, NC 27577
Phone Number: (919) 795 1000 Fax: _____
Email Address: mlangdon51@gmail.com

APPLICANT INFORMATION:

Applicant: ARUZA PEST CONTROL, INC. / G M LANGDON, JR.
Mailing Address: P.O. BOX 1761, SMITHFIELD, NC 27577
Phone Number: (910) 916 5551 Fax: _____
Contact Person: CHRIS PICKAR
Email Address: c.pickar@aruzapest.com

STATEMENT OF JUSTIFICATION

Please provide detailed information concerning all requests. Attach additional sheets if necessary.

1338 N BRIGHTELFAR OFFERS GREAT OPPORTUNITY TO CREATE CUSTOMER & MARKET AWARENESS. WOOD TERMITE & PEST CONTROL INC & BUGOUT PEST CONTROL ARE 2 COMPANIES IN PEST CONTROL THAT OPERATED NEXT DOOR AT 1336 N BRIGHTELFAR FOR 15 YEARS AND 5 YEARS RESPECTIVELY. ARUZA PEST CONTROL, AS WITH THE 2 PREVIOUS PEST CONTROL COMPANIES, STORES A VERY SMALL QUANTITY OF INSECTICIDE MATERIAL. THEY RECEIVE A SMALL DELIVERY WEEKLY. THE TECHNICIANS RECEIVE RE STOCK MATERIALS THROUGH DROP SHIPMENTS AT THEIR HOMES. ARUZA PEST CONTROL, AS WITH OTHER PEST CONTROL COMPANIES IN NORTH CAROLINA, IS REGULATED, LICENSED, & INSPECTED REGULARLY AND ROUTINELY BY THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ARUZA IS A SAFE AND CLEAN BUSINESS PROVIDING A VERY IMPORTANT AND NECESSARY SERVICE TO BUSINESSES AND RESIDENTS OF THE COMMUNITY. THE BUSINESS WILL BE ENCLOSED AND WILL NOT EAT SMOKE, ODOR, DUST FUMES, GLARE, NOISE, RADIATION, OR VIBRATION FROM ANY PORTION OF THE BUILDING. THERE WILL BE NO STORAGE (BULK) OF ANY HAZARDOUS OR VOLATILE MATERIALS OR FIRE HAZARDS.

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

NO HAZARDS EXISTING OR PROPOSED

- 2) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

WILL NOT IMPEDE ORDERLY DEVELOPMENT IMPROVEMENT

- 3) Adequate utilities, drainage, parking, or necessary facilities have been or are being provided

ALL ARE PROVIDED

- 4) The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

NO HAZARDS OR OFFENSIVE CHARACTERISTICS

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

EXISTING

- 6) That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.

NO ISSUES FOR ADJOINING OR SURROUNDING PROPERTIES

- 7) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

PROPOSED USE IS CONSISTENT AND IN HARMONY WITH SURROUNDING PROPERTIES

- 8) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

USE WILL CONFORM TOTALLY TO ALL REGULATIONS

REQUIRED SITE PLAN INFORMATION

Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject Special Use Permit. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

L M LANKFORD, VR.
Print Name


Signature of Applicant

11/05/25
Date

OWNER'S CONSENT FORM

Name of Project: ACVZA Post Control

Submittal Date: 11/5/25

OWNERS AUTHORIZATION

I hereby give CONSENT to CHRIS DICKAD (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

G M LANGDON, JR

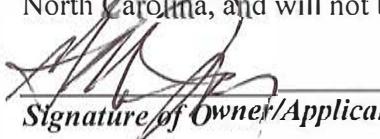
Print Name

11/5/25

Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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



Signature of Owner/Applicant

G M LANGDON, JR

Print Name

11/5/25

Date

FOR OFFICE USE ONLY

File Number: _____ Date submitted: _____ Date received: _____

Town of Smithfield
Special Use Permit Application
Finding of Fact / Approval Criteria

Application Number: SUP-25-02 **Name:** Aruza Pest Control

Request: The applicant seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for an exterminating service. The property considered for approval is located 340 feet Southeast of the Durwood Stephenson Parkway/N Brightleaf Boulevard intersection and further identified by the Johnston County Tax ID# 14002010C.

In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below requires.

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
- 4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided.
- 4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- 4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.
- 4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.

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

Once all findings have been decided one of the two following motions must be made:

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-25-02 with the following condition(s):*

1. None.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-25-02 for the following stated reason:*

1. _____

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-25-02 is hereby:

_____ **approved upon acceptance and conformity with the following conditions:**

1. None

_____ **denied for the noted reasons.**

1. _____

Decision made this 20th day of January, 2026, while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14002010C	ALLIED COMMERCIAL PROPERTIES	OF JOHNSTON COUNTY		PO BOX 1761	SMITHFIELD, NC 27577-1761
15L10061	SMITHFIELD BUSINESS PARK LLC		4020 KINROSS LAKES PKWY STE 200		RICHFIELD, OH 44286-9249
14057020I	RED DIRT ROAD INVESTMENTS, LLC		1020 JORDAN NARROW RD		SELMA, NC 27576-6067
14L10060	CI SELMA, LLC		146 ROUTE 125		KINGSTON, NH 03848-3142
14L10010D	MILLARD, DONALD E	MILLARD, PAMELA J		P O BOX 595	SELMA, NC 27576-0595
14057020D	BIRLA'S REALTY SERVICES LLC		5536 TEVERSHAM WAY		CARY, NC 27519-5229
14057020M	DEPARTMENT OF TRANSPORTATION	AGENCY OF STATE OF NC	1546 MAIL SERVICE CENTER		RALEIGH, NC 27611
14057020J	POLECAT CREEK INVESTMENTS, LLC		709 S CRESCENT DR		SMITHFIELD, NC 27577-3841
14057028	PEIDMONT NATURAL GAS COMPANY INC		4720 PIEDMONT ROW DRIVE		CHARLOTTE, NC 27821-0000
14057020G	SMITH RENTAL PROPERTIES LLC		460 BREVARD RD		WINTERVILLE, NC 28590-7902
14L10199C	DEPARTMENT OF TRANSPORTATION		1546 MAIL SERVICE CTR		RALEIGH, NC 27699-1500
14057038B	INNOVATE OFFICES LLC		3317 SKYCREST DR		RALEIGH, NC 27604-3915
14L10010A	ALLIED COMMERCIAL PROPERTIES	OF JOHNSTON COUNTY		PO BOX 1761	SMITHFIELD, NC 27577-1761
14L10080	H O I LIMITED PARTNERSHIP OF SMITHFIELD			PO BOX 26405	GREENSBORO, NC 27404-0000
14057020H	BELLTOWER PROPERTIES, LLC		18 NOBLE ST		SMITHFIELD, NC 27577-9300
14057020E	1360 NORTH BRIGHTLEAF, LLC		7610 SIX FORKS RD STE 200		RALEIGH, NC 27615-5049
14057020F	HLK COMMERCIAL LLC	DICKY EVERETT PARRISH REVOCABLE TRUST	2533 LITTLE DIVINE RD		SELMA, NC 27576-7833
14057020	HLK COMMERCIAL LLC	DICKY EVERETT PARRISH REVOCABLE TRUST	2533 LITTLE DIVINE RD		SELMA, NC 27576-7833
14057020B	SPRUILL, LEONARD	SPRUILL, IMOGENE	518 W JONES ST		SELMA, NC 27576-2941
14057020C	TRMIHA LLC		240 LAKEVIEW HILLS DR		FOUR OAKS, NC 27524-8443
14057020K	WPD ENTERPRISES LLC		1204 MICHAEL SCOTT DR		ROCKY MOUNT, NC 27804-0000
14L10010B	RKV PROPERTIES, LLC			PO BOX 429	BETHEL, NC 27812-0429
14L10081	MILLARD, DONALD E	MILLARD, PAMELA J		P O BOX 595	SELMA, NC 27576-0595
14L10199I	DEPARTMENT OF TRANSPORTATION		1546 MAIL SERVICE CTR		RALEIGH, NC 27699-1500
14L10010E	BARBETTA LLC			PO BOX 97	SELMA, NC 27576-0097
14L10010F	BARBETTA LLC			PO BOX 97	SELMA, NC 27576-0097
14L10199E	NKHBM LLC		23 GLEN LAUREL RD		CLAYTON, NC 27527-0000
14L10199B	MILLARD, DONALD E	MILLARD, PAMELA		P O BOX 595	SELMA, NC 27576-0595
14074005	MAMCO ROCK HILL PROPERTIES, LLC			PO BOX 568	SMITHFIELD, NC 27577-0568



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); SUP-25-01, and SUP-25-02, and were notified by First Class Mail on 11/19/25 of the Public Meeting on December 4th, 2025.

A handwritten signature in black ink that reads "Micah Woodard". It is written in a cursive, flowing script. Below the signature is a horizontal line, and under that line, the word "Signature" is printed in a small, black, sans-serif font.

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

19th day of November, 2025

A handwritten signature in black ink that reads "Julianne Edmonds". It is written in a cursive, flowing script. Below the signature is a horizontal line, and under that line, the words "Notary Public Signature" are printed in a small, black, sans-serif font.

A handwritten signature in black ink that reads "Julianne Edmonds". It is written in a cursive, flowing script. Below the signature is a horizontal line, and under that line, the words "Notary Public Name" are printed in a small, black, sans-serif font.



**Town of Smithfield
Town Council
Notice of Public Hearing**

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, January 20th, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

SUP-25-01 Adrenaline Designs:
Adrenaline Designs, LLC seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for a tattoo establishment. The property considered for approval is located at 1247 N. Brightleaf Boulevard in the Center Point Plaza shopping center at the north east corner of the Booker Dairy Road and N Brightleaf Boulevard intersection. The property is further identified by the Johnston County Tax ID 14074002.

SUP-25-02 Aruza Pest Control:
Allied Commercial Properties of Johnston, LLC seeks a special use permit to utilize property located within the B-3 (Entranceway, Highway Business) zoning district for a pest control business (Aruza Pest Control) to operate on their property. The property considered for approval is located at 1338

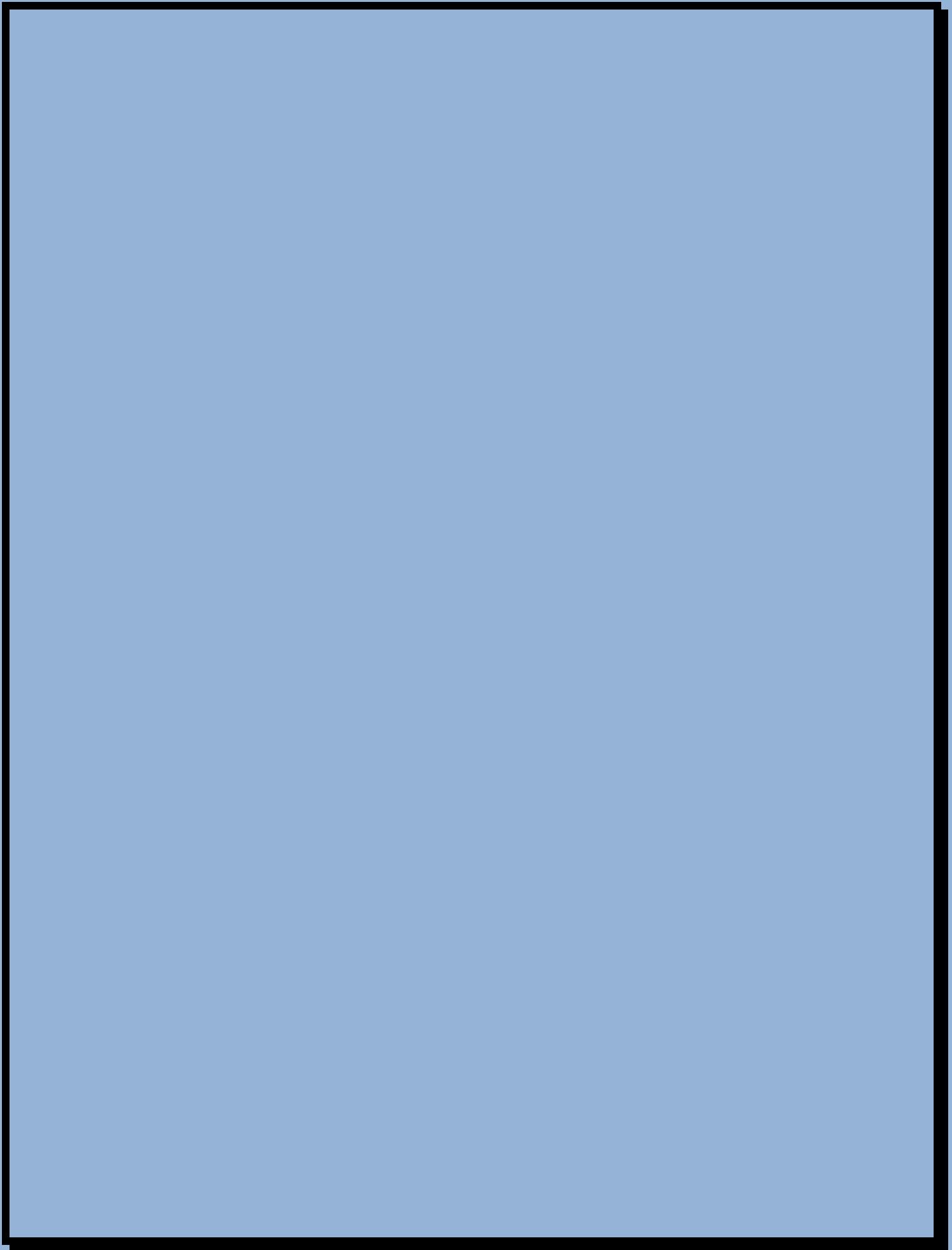
1. Brightleaf Boulevard. The property is further identified by the Johnston County Tax ID 14002010C.

S-25-06 West Smithfield Business Park (Street Dedication/ Recombination):

SST Properties, LLC has applied for a Preliminary Plat to turn over an existing driveway to be a NCDOT maintained street, the proposed plat also consists of a recombination. The driveway is located and identified by Johnston County Tax ID#s 15078011G and 15077033C. All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919) 934-2116 ext. 1109 or online at www.smithfield-nc.com.

The Johnstonian
January 7, 2026

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, December 16, 2025 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall. In the absence of Mayor M. Andy Moore, Mayor Pro Tem Sloan Stevens presided.

Councilmen Present:

Dr. Gettys Cohen, Jr., District 1
Travis Scott, District 3
Doris L. Wallace, District 4
Roger Wood, At Large
Stephen Rabil, At-Large
John Dunn, At-Large

Absent

Mayor M. Andy Moore

Administrative Staff Present

Michael Scott, Town Manager
Kimberly Pickett, Assistant Town Manager
Elaine Andrews, Town Clerk
Jeremey Daughtry, Fire Chief
Ted Credle, Public Utilities Director
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

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

CALL TO ORDER

Mayor Pro Tem Sloan Stevens called the meeting to order at 7:00 pm.

INVOCATION

The invocation was given by Councilman Gettys Cohen, Jr. followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Councilwoman Doris Wallace made a motion, seconded by Councilman Roger Wood, to approve the agenda amended as follows. Unanimously approved.

Known Changes-

Add to Business Items:

2. **Town Manager Hiring Process** - In anticipation of the Town Manager's upcoming retirement, staff seeks guidance from the Town Council regarding the preferred process for recruiting and selecting the next Town Manager. Specifically, staff requests direction on whether the Council wishes to engage a recruitment firm and, if so, approval of the firm to be utilized.

Added Change-

Add to Business Items:

3. **Discussion for the formation of a Market Street Task Force Committee** – The Market Street task force committee will address concerns regarding DOT changes to Market Street.

Presentations:

1. Appearance Commission Annual Report: In accordance with Section 2-240 (6) of the Town's Administrative Code of Ordinances, former Appearance Commission Vice-Chair Member, Emery Ashley, Jr. along with the Board Chairperson Kaitlyn Tarley will present the Appearance Commission's Annual written report of activities.

Emery Ashley Jr. presented the Appearance Commission's Annual Report for the fiscal year ending June 30, 2025. He congratulated the council on their elections and expressed pride in participating as a

constituent. The report detailed that the commission spent \$13,505, staying under budget. Key expenditures included \$1,005 for replacement plants at Sunset Cemetery, \$4,500 for new self-watering planters in front of Town Hall, and \$8,000 for a comprehensive Bartlett tree survey, which cataloged all trees throughout Smithfield and is available on the town's website. He emphasized the value of this updated survey, noting the previous study was over 30 years ago. Ashley also highlighted work on a mural under the Neuse River Bridge, collaborations with the Downtown Smithfield Development Corp, and other ongoing projects. He invited questions from the council and expressed appreciation for their service and leadership.

Councilman Travis Scott thanked the Appearance Commission for their presentation, and he complimented the planters that help beautify downtown.

Mayor Pro Tem Sloan Stevens also thanked the Appearance Commission for making positive changes in the community.

2. **Boys and Girls Club:** The Boys and Girl's Club of Johnston County would like to propose joint use at the Sarah Yard Community Center.

Assistant Town Manager Kim Pickett introduced the representatives from the Boys and Girls Club and explained the purpose of their presentation. She clarified for the board that no action would be taken on the matter that night, as the item was informational only. Pickett emphasized that, before any decision is made, a community meeting will be held to gather additional input regarding the Boys and Girls Club's proposal to use the Sarah Yard Community Center.

DJ Jones, Chief Operating Officer of the Johnston County Boys and Girls Club addressed the Council. He introduced himself and described his lifelong connection to the organization. Jones explained the club's mission: enabling all young people, especially those most in need, to reach their full potential as responsible citizens.

He outlined four program pillars:

- Academic success (graduation and future planning)
- Healthy lifestyles
- Good character and citizenship
- Life/workforce readiness

Jones also made the following points during his presentation:

- Noted the club serves about 3,400 kids at 10 local sites; annual membership fee is just \$7.50 to maximize accessibility.
- Stressed focus on evolving community needs—serving not just low-income or single-family homes, but any children needing support and opportunity.
- Presented the need for relocation from South Smithfield Elementary to Sarah Yard Community Center:
 - *Current location at South Smithfield Elementary School limits access (closed during teacher's workdays, holidays, summer).*
 - *New site allows expansion to serve students from multiple schools and support more families.*
- Club is arranging transportation with local schools and maintains an open-door policy, while adhering to member safety and parental choice.
- Boys and Girls Club will assume all costs for staffing and supplies, facility repairs, but requests partnership with Parks & Rec to cover utilities.
- Demonstrated the club's commitment to liability coverage, safety, and collaboration with other organizations.
- Emphasized the relocation would allow the club to serve more children, year-round, with expanded opportunities, while keeping the program affordable.

- Expressed strong desire to enhance community partnerships and adapt programming to local needs.

He asked the Board if there were any questions.

Councilwoman Wallace asked about the open-door policy and whether there is an age limit. DJ Jones responded: The policy allows flexibility based on community needs and parental comfort, with an emphasis on safety, especially for younger children. Preference is to encourage teenagers for more independence, but safety is the top priority.

Councilman Gettys Cohen, Jr. noted that only nine clubs were listed despite the mention of ten. DJ Jones explained that they are currently considering relocating—rather than operating two separate sites. Plans include a future capital campaign for more locations. It was further explained that there are three separate clubs at one site (on North Raleigh Boulevard) that account for the full total, plus a new club in Raleigh.

Councilman Cohen also questioned how the Johnson County Schools' transportation functions with the open-door policy. DJ Jones clarified that the schools would transport children to the club after school; The open-door policy applies for children leaving the club—typically the older kids, and that parents authorize children to walk home or be picked up.

Cohen also asked about the location of the swimming pool shown in presentation materials. DJ Jones responded that this was the HealthQuest Club in Smithfield. He stated the Boys and Girls Club owns buses/vans for field trips, and all club sites participate in activities, including at the swimming pool during summer camp.

Mayor Pro Tem Sloan Stevens raised concern about the town's potential liability for maintenance if usage increases at Sarah Yard Center. DJ Jones stated the Boys and Girls Club assumes responsibility for damage they cause beyond normal wear and tear and has similar agreements elsewhere; details will be included in a contract.

Councilman Travis Scott praised the Boys and Girls Club's program and DJ Jones's commitment. He asked if current children utilizing Sarah Yard (including those not part of the club) could still participate under the proposal. DJ Jones assured that the program serves children from kindergarten through high school, no one would be turned away based on current use or school age.

There was further discussion on whether current users at the center would now have to pay club membership. Jones confirmed a \$7.50 membership fee but clarified that inability to pay would not prevent participation; membership ensures access to all activities and insurance coverage.

Assistant Town Manager Kim Pickett added that an existing women's (senior) group at Sarah Yard would still have access, and scheduling will be coordinated to avoid displacing any groups.

Council members further discussed and confirmed that no other groups currently utilizing the center would be disrupted or displaced by the Boys and Girls Club proposal except for possible changes to summer Parks & Rec camps, which would be coordinated.

Safety concerns such as traffic flow, supervision thereof during drop-off/pick-up were also raised. DJ Jones assured that there would be paid staff on-site in proper ratios, a board-level safety team, plans to study and adapt for traffic, and willingness to add staff or protocols as needed for child safety.

Judge Addie Rawls addressed the council to share her perspective on the Boys & Girls Club's proposed programming at the Sarah Yard Community Center. Upon hearing about the possible partnership, Judge Rawls reached out to a wide range of community members, including the town manager, the family of former council member Marlon Lee, and especially long-time volunteer Ms. Ava Gaines, to gather input. She highlighted Ms. Gaines' decades of dedicated service at the center and remarked that Gaines expressed enthusiastic support for the Boys & Girls Club's involvement, believing it would bring valuable opportunities for children who might otherwise lack access to organized activities.

Judge Rawls reported that everyone she consulted agreed the program would benefit local youth, providing structured activities, field trips, and community engagement that would help the children grow and experience new things. Drawing on her own past volunteer experiences with Boys & Girls Clubs, Rawls also expressed her personal and ministerial willingness to ensure that no child would be denied participation for lack of resources. She concluded by voicing strong support for the proposal, underscoring the broad community commitment to offering greater opportunities for the town's children

and the trust placed in leaders like Ms. Gaines. Judge Rawls reiterated that transitioning the center from an underused facility to one offering expanded programming through the Boys & Girls Club would be a highly positive development for Smithfield's youth.

Mayor Pro Tem Sloan Stevens thanked the Boys and Girls Club for the presentation. No action was taken by the Board.

Public Hearings:

- 1. RZ-25-04 – Rezoning requested East Side of US 70 Business West across from the Finley Landing Subdivision:** Chris Johnson is requesting the rezoning of 4.89 acres of land located on the East side of US 70 Business West across from the Finley Landing Subdivision and west of the Amazon facility. Entranceway Business (B-3) and Residential-Agriculture (R-20A) to LI - (Light Industrial).

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

Planning Director Stephen Wensman presented a request for a zoning change regarding a nearly five-acre property located on US 70 Business, across from Floyd Landing and adjacent to the Amazon property. He explained that the applicant seeks to rezone the land from B3 (business) and R20A (residential) to light industrial, noting that the current zoning is a historical result of past county practices where business overlays were applied along highway corridors. Wensman highlighted that there is no proposed specific use for the property at this time and that the rezoning would bring the parcel in line with the surrounding area, which is already zoned light industrial. He concluded that planning staff and the planning board find the request consistent with the town's Comprehensive Plan, that it would support compatible future development, and recommended approval of the rezoning.

He outlined staff's opinions and findings/consistency statements for the rezoning approval:

CONSISTENCY STATEMENT (Staff Opinion):

With approval of the rezoning, the Town Council is required to adopt a statement describing whether the action is consistent with adopted comprehensive plan 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 rezoning is consistent with the town's comprehensive plan.*
- **Consistency with the Unified Development Code** – *The site will be developed in accordance with the Light Industrial standards when developed in the future.*
- **Compatibility with Surrounding Land Uses** - *The property considered for rezoning will be compatible with surrounding land uses which are all zoned light industrial.*

Wensman asked the Board if there were any questions. Councilman Travis Scott asked for clarification of zoning districts on the map. Wensman stated his intent was to zoom in to capture the small lot, which he estimates to be approximately 500 feet from the road.

Chris Johnson addressed the Council stating he agreed with the presentation provided by Wensman. He explained that he is seeking to rezone the property to light industrial so that its zoning matches the surrounding area. He emphasized there are no immediate development plans; the goal is simply to ensure zoning consistency for future opportunities.

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

Councilman Roger Wood made a motion, seconded by Councilman Steven Rabil to approve Zoning map amendment RZ-25-04, finding it consistent with the Town of Smithfield's Comprehensive Growth Management plan and other adopted plans, and that the amendment is reasonable and in the public interest. Unanimously approved.

2. S-25-05 – Waddell Drive Townhomes Subdivision Preliminary Plat Approval: BRL

Engineering and Surveying is requesting the preliminary plat of approximately 1.63 acres of land located at 37 and 41 Waddell Drive, about 250 ft north of the N Brightleaf Blvd and Waddell Drive intersection, into a 16-lot attached single-family residential (townhome) development.

All persons wishing to speak during the public hearing were duly sworn by the Town Clerk.

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

Planning Director Stephen Wensman presented the preliminary plat request for the Waddell Drive Townhomes (S-25-05), involving 1.63 acres at 37 and 41 Waddell Drive. He explained that the project had been previously conditionally rezoned with an approved master plan and that the current request remains consistent with that plan but now includes more construction detail. The proposal calls for 16 two-story townhomes with associated parking, upgraded street frontage, sidewalks, and emergency access provisions. Wensman described requirements for buffers, utility easements, stormwater facilities, and garbage collection logistics. He concluded that the proposal aligns with town policies and provides necessary infrastructure. Wensman outlined staff's opinion of the finding of fact, and followed with recommended approval with six conditions:

FINDING OF FACT (STAFF'S FINDINGS)

To approve a preliminary plat, the Town Council shall make the following finding (staff's opinion in Bold/Italic):

1. The plat is consistent with the adopted plans and policies of the town; ***The plat is consistent with the adopted comprehensive plan.***
2. The plat complies with all applicable requirements of this ordinance; ***The plat complies with all applicable requirements of the Unified Development Ordinance in accordance with the approved conditional zoning master plan for the project.***
3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. ***There is adequate infrastructure and improvements are being made to Waddell Drive.***
4. The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses. ***The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses. The land use will be single-family residential.***

RECOMMENDATION:

Planning Staff recommended conditions of approval:

1. That Construction Drawings be submitted for staff approval.
2. The Y-hammerhead turnaround area shall be marked as no parking in accordance with the Fire Marshal's recommendations.
3. The HOA restrictive covenants shall require trash rollouts to be stored behind the units or in the utility closet outside of trash day.
4. Liability waiver be provided in the restrictive covenants to allow town trash pickup on private property.
5. There shall be a 30'-wide public utility easement over the public water and sewer lines.
6. That an operations and maintenance agreement be executed and recorded for the stormwater facility.

Wensman asked the Board if there were any questions.

Councilman John Dunn asked for clarification on the council's prior actions for this development. He confirmed with Mr. Wensman that this was the same conditional zoning and master plan for the property

that the Board approved within the past year with the same conditions. However, Wensman noted the applicant added a fence for a buffer.

Councilman Scott inquired about the buffer between the proposed townhomes and nearby residential properties and whether additional parcels or improvements were being considered. Planning Director Wensman responded that the applicant had provided a buffer fence and that the current plan aligned with previous approvals. Councilman Scott also commented positively on the proposed development, noting it was an improvement and appropriate infill for the area.

Councilwoman Wallace sought confirmation of existing houses in the proposed development. Other members questioned the conditions related to trash storage and collection, with Wensman explaining the town's requirement for a trash collection liability waiver and the correct placement of trash cans. Applicant Isaac Hardison (BRL Engineering) appeared before the Board, confirmed agreement with Wensman's testimony and the six conditions of approval, and answered council members' questions about the two single-family structures on the site—indicating they would be removed for the new development.

Property owner Michael McClamb addressed the council to share the history of acquiring the properties, his commitment to the neighborhood, and his intent to ensure the development remains high-quality. He discussed the trash storage concern, sharing insights from his son's experience in similar townhouse communities, and reiterated his willingness to meet town requirements, including the liability waiver for trash collection.

Council members expressed appreciation for the applicant's willingness to maintain the property to high standards and for the detailed planning and collaboration demonstrated in the proposal. The applicant, engineering representative, and property owner all indicated full compliance with the stated conditions. The council concluded discussion with no opposition to the proposed development, moving the matter forward to a motion and vote.

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

Councilman Roger Wood made a motion, seconded by Councilman Stephen Rabil to approve preliminary plat S-25-05, with the six conditions based on the finding of fact for preliminary subdivisions. Unanimously approved.

Citizens Comments:

- Stephanie Avery of 214 Meadowbrook Drive addressed the council to express concerns about pedestrian safety on Market Street, citing malfunctioning crosswalk signals and difficulty for seniors in safely crossing the street. She recommended better signage, improved signal timing, and the installation of speed bumps. Ms. Avery also requested that the town restore the section of Dogwood Street to its original name, Oak Street, noting that the change had occurred without resident input. Councilmen Travis Scott and Gettys Cohen, Jr., as well as Town Attorney Bob Spence, responded to her comments. Council members agreed to further investigate the street name issue and to place it on a future agenda for discussion, while the assistant town manager agreed to follow up on the reported crosswalk malfunctions with NCDOT.

The council thanked Ms. Avery for her input and assured her that her concerns would be addressed.

Councilwoman Doris Wallace made a motion, seconded by Councilman John Dunn, to approve the Consent agenda as submitted. Unanimously approved.

Consent Agenda Items:

1. Approval of Minutes

- a. November 18, 2025 – Regular Session
- b. December 2, 2025 – Regular Session

2. **Career Ladder Promotion request:** In keeping with stated Town goals of retaining highly qualified employees, in 2016 the Town Council approved a career ladder within the Water Plant for employees to advance their career and become a more highly valued employee. Staff respectfully requests the Town Council consider the career ladder promotion for one employee from Water Plant Operator II to Water Plant Operator III.
3. **Consideration and request for approval of a Budget Amendment:** The Finance Department respectfully requests approval of budget amendments. Staff recommends that the Town Council approve the attached amendments as presented.

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, 2026:

Section 1: To amend the General Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment A

Section 2: To amend the Electric Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment C

The General Fund expenditure requires an amendment to the budget ordinance for additional revenue collected and clean up expenditures in a few departments. The Electric Fund expenditures requires an amendment for workers' comp additional premiums.

Section 5: 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 16th day of December 2025 by the Smithfield Town Council.

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk

4. Consideration and request for approval to amend the Withers-Ravenel Agreement to include Easement

Acquisition: The Town was awarded a State Appropriation with project number (SRP-W-134-0013) Spring Branch Drainage Repairs - Second and Fourth Street stormwater grant on February 4, 2024, to address the flooding and undersized culverts under Second and Fourth Streets. The overall project is well under budget, given only the Second Street project will proceed to construction. Therefore, the easement acquisition will be covered by the 2023 State Budget Appropriation. Staff respectfully requests amendment of existing contract.

Business Items:

1. Consideration and request for approval of Dewberry Contract: The Town desires to hire a consultant to create the initial Source Water Resiliency Response Plan (SWRRP) and

bring the Town into compliance. As the future updates are required in 5-year increments, it may be possible for the Town staff to update the plan, as necessary, to lessen any future costs associated with the SWRRP. Staff respectfully requests to approve the proposed consultant, Dewberry Engineers, Inc., for the submitted proposal for \$38,200.

Public Utilities Director, Ted Credle addressed the Council presenting the proposal to contract Dewberry Engineers, Inc. for the development of the Source Water Resiliency Response Program Plan, explaining that the town was notified by the NC Department of Environmental Quality (DEQ) that it was out of compliance due to not having a plan on file, a requirement established in 2019. Credle detailed efforts to confirm the requirement, obtain bids, and secure Dewberry as the lowest and most qualified bidder. In response to council questions, Ted Credle stated that the expected timeline for plan completion would be approximately 90 days, projecting delivery by late March or mid-April. The council confirmed that this timeline was acceptable and that the process would ensure the town comes into compliance with state regulations.

Councilman Travis Scott made a motion, seconded by Councilwoman Doris Wallace to approve the contract with Dewberry Engineers, Inc. Unanimously approved.

Added:

- 2. *Town Manager Hiring Process:*** *In anticipation of the Town Manager's upcoming retirement, staff seeks guidance from the Town Council regarding the preferred process for recruiting and selecting the next Town Manager. Specifically, staff requests direction on whether the Council wishes to engage a recruitment firm and, if so, approval of the firm to be utilized.*

The Board and staff engaged in an extensive discussion about the process for hiring a new Town Manager. HR Director Shannan Parrish outlined the need for a decision on whether to manage the search internally or use an external recruiting firm. Councilman Travis Scott and other members expressed strong support for using a search firm to ensure a fair and transparent process, while recommending that the entire council, rather than a subcommittee, oversee the selection. The discussion covered the importance of community involvement, the potential to use cost savings from the current manager's salary to fund consulting services, and the legal parameters surrounding firm selection.

Mayor Pro Tem Sloan Stevens pointed out that the recruitment timeline should take into account the upcoming budget season, suggesting the naming of an interim manager and delaying the formal search until after the budget is finalized in June. There was general agreement on selecting the MAPS Group as a potential firm but with a request for additional references and updated pricing before making a final decision. The Board directed staff to begin talks with the MAPS Group and return with more detailed options and timelines to fit the Board's needs following the budget process.

Councilman Travis Scott made a motion, seconded by Councilwoman Doris Wallace to select the Maps Group to determine the timeline and layout for selecting the Town Manager. Unanimously approved.

Added:

- 3. *Discussion for the formation of a Market Street Task Force Committee – The Market Street task force committee will address concerns regarding NCDOT changes to Market Street.***

Mayor Pro Tem Sloan Stevens addressed the council regarding recent Department of Transportation proposals impacting downtown Smithfield on Market Street. Specifically, NCDOT's plan to eliminate parking on Market Street in response to safety concerns. Stevens expressed concern about the potential effects on local businesses and residents and emphasized the importance of taking a collaborative approach. Stevens proposed the formation of a Market Street Task Force, which would include council members and community stakeholders, to thoroughly review the DOT's plans and consider all alternatives. He stressed the need for meaningful discussion and stakeholder input before any decisions are made and recommended that the staff draft a formal request for a 90-day extension from NCDOT to allow adequate time for the task force to conduct its work and make informed recommendations.

The Board engaged in a detailed discussion regarding the Market Street Task Force's composition and purpose. Councilman Travis Scott supported the creation of the task force and recommended that it include the mayor, several council members, representatives from downtown businesses, and other community stakeholders to ensure a wide range of perspectives. The Board discussed the appropriate number of members, with consensus settling on a structure consisting of the mayor and three council members, along with up to eight additional business owners or citizens, for a total of approximately twelve participants.

Assistant Town Manager Kim Pickett sought direction on how community members would be appointed. It was agreed that appointments would be coordinated through the mayor's office. Town Attorney Bob Spence suggested the task force retain a traffic engineer for expertise, and the Board concurred.

The Board then moved to designate the specific council members for the task force and discussed potential alternates. Ultimately, a motion was made and approved to formally establish the Market Street Task Force with the agreed composition, and to direct staff to prepare a letter or resolution requesting a 90-day extension from the NCDOT to allow for additional stakeholder engagement and planning.

Market Street Task Force formation: Members consist of the mayor, three council members, seven citizens/stakeholders with the Town Manager as an ex-officio member of the committee. No citizen/stakeholders were appointed to the task force at the meeting. The direction of Mayor Pro Tem Stevens was to wait for Mayor Moore to return to appoint the additional members. The Board and Staff tossed out possible member makeup to include, not limited to, Downtown Development staff, NCDOT Representative, Downtown Business Owners, Non-Downtown Business owners and traffic engineering experts.

Council Actions:

Councilman Travis Scott made a motion, seconded by Councilman Roger Wood for the Board to form the task force consisting of the Mayor, three members of the Board, eight stakeholders (business and residential people) with the Town Manager as ex-officio staff. The motion was unanimously approved by the Board.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman Roger Wood to appoint the following Board and staff members to the Market Street Task Force: Mayor M. Andy Moore, Councilwoman Doris Wallace, Councilman Stephen Rabil, Councilman John Dunn and the Town Manager as the ex-officio staff member. The motion was unanimously approved by the Board.

Councilman Travis Scott made a motion, seconded by Councilman Gettys Cohen, Jr. directing staff to draft a resolution in support of delaying any changes to Market Street traffic and parking for a minimum of a ninety-day extension to allow staff to present to NCDOT. The motion was unanimously approved by the Board.

Councilmember's Comments

- Councilman Travis Scott highlighted the importance of safety following a recent accident involving a town vehicle, urging all staff to strictly follow safety procedures for their wellbeing and the community's protection.
- Councilman Roger wood encouraged residents to communicate concerns directly with staff or elected officials rather than relying on social media, emphasizing that respectful, face-to-face conversations best serve the town and its businesses.
- Council members concluded the meeting by offering holiday greetings to all staff and residents, wishing everyone a Merry Christmas and a Happy New Year.
- Mayor Pro Tem Sloan Stevens, at the suggestion of Councilwoman Doris Wallace asked everyone to take a moment of silence for the passing of the brother of Councilman Roger Wood.

Town Manager's Report

- Assistant Manager Kim Pickett thanked HR Director Shannan Parrish for her organization and commitment for the Employee Christmas party. She also thanked town staff, including the police, fire department, and parks and recreation, for their work in making the Christmas parade a success. He also praised Heidi with the Downtown Smithfield Development Corporation (DSTC) for her leadership and innovative efforts in organizing holiday events. Mayor Pro Tem Sloan Stevens echoed these sentiments, expressing appreciation for the DSTC, staff, and council's teamwork over the past year. She encouraged everyone to come out and patronize the final Christmas events to be held in Downtown Smithfield. She reminded everyone of the closure of Town Hall for the employee Christmas party and the upcoming Christmas holiday.

ADJOURN:

Councilman Roger Wood made a motion, seconded by Councilman John Dunn, to adjourn the meeting. The meeting adjourned at approximately 9:27 pm. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent	Promotion
Agenda	
Item:	
Date: 1/20/2026	

Subject: Police Department - Administrative Staff

Department: Police Department

Presented by: Police Chief - Pete Hedrick

Presentation: Consent Agenda Item

Issue Statement

To prepare for the upcoming retirements of senior personnel, the Chief recommends promoting a Captain to the position of Deputy Chief. This promotion will ensure the command structure continues to operate efficiently while the department prepares for a smooth transition to new leadership in key command roles.

Financial Impact

Approximately \$1,700

Action Needed

Approval or denial of promotion

Recommendation

Staff recommends approval.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

Consent Promotion
Agenda
Item:

To prepare for the upcoming retirements of senior personnel, the Chief recommends promoting a Captain to the position of Assistant Chief. In this transitional role, the Assistant Chief will fulfill command-level responsibilities while also overseeing the training and mentoring of a successor at the captain level to ensure continuity of operations and institutional knowledge.

This position is intended to be temporary in nature. Upon completion of the transition and training period, the Assistant Chief role will be restructured out of the command staff, allowing the department to return to a streamlined leadership model consisting of two Captains. At that time, staff will return to the Town Council with a formal recommendation to restructure the Police Department accordingly.



Request for Town Council Action

Consent ANX-25-05
Agenda
Item:
Date: 1/20/2026

Subject: Contiguous Annexation Petition

Department: Planning & Administration

Presented by: Planner I - Micah Woodard

Presentation: Consent Agenda Item

Issue Statement

E&F Properties has submitted a petition for voluntarily annexation of the 498.283 acres (Johnston County Tax ID 17K08039A and17K08032) 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., after the site is developed.

Action Needed

The Town Council is asked to adopt Resolution No. 797 (05-2026) setting the date of the public hearing.

Recommendation

Adopt Resolution No. 797 (05-2026), setting the date of the public hearing to be held at 7:00 pm on February 17, 2026.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Annexation Petition
3. Resolution 795
4. Certificate of Sufficiency
 - a. Legal Description
 - b. Presentation Map
 - c. Ownership Verification
5. Annexation Survey
6. Resolution No. 797 (05-2026)



Staff Report

Consent ANX-25-05
Agenda
Item:

OVERVIEW:

The Town of Smithfield received a petition from E&F Properties Inc. for a voluntary contiguous annexation of 498.283 acres into the Town of Smithfield, located on Wilson Mills Road and Lee-Youngblood Road, north and east of Poplar Creek.

The site is planned for the Bellamy Subdivision.

SUFFICIENCY OF THE PETITION:

On January 6, 2026, the Town Council approved a resolution directing the Town Clerk to investigate the sufficiency of the annexation petition. The Town Clerk has completed the investigation and has found the annexation petition to be sufficient:

1. The petition contains an adequate property description of the area proposed for annexation.
2. The area proposed for annexation is contiguous to the Town's primary corporate limits.
3. The petition is signed by and includes the addresses of all owners of property within the annexation area.
4. The petitioner is not claiming any vested rights.

Staff are requesting that the Council adopt a resolution setting the date for the Public Hearing to be held at 7:00 pm on February 17, 2026.

ANNEXATION STATUTE:

NCGS 160A-31 – Annexation by petition.

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

RECOMMENDED ACTION:

Adopt a resolution setting the date for the Public Hearing to be held at 7:00 pm on February 17, 2026.



Town of Smithfield

Planning Department

350 E. Market St. Smithfield, NC 27577

P.O. Box 761, Smithfield, NC 27577

Phone: 919-934-2116

Fax: 919-934-1134

Petition For Voluntary Annexation

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Annexation Review and Approval Process

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Smithfield.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Certification Exhibits A & C

Petition For Voluntary Annexation

Submittal Information

Petitions for annexation are accepted by the Town of Smithfield Planning Department at any time. There is no fee required for submitting an annexation petition. The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.

(The Town of Smithfield reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name: Bellamy

Street Address: 2917 Wilson's Mills Rd

Town of Smithfield Subdivision approval # (S- _____ - _____), or	Building Permit Transaction # (_____, or _____)	Site Plan approval # for multi-family (SP- _____ - _____)
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Johnston County Property Identification Number(s) list below

P.I.N. 168500-97-7612	P.I.N.	P.I.N.
P.I.N. 169600-11-0117	P.I.N.	P.I.N.

Acreage of Annexation Site: 498.283	Linear Feet of Public Streets within Annexation Boundaries: ~ 46,000
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Annexation site is requesting Town of Smithfield: Water and/or Sewer

Number of proposed dwelling units: 1,147

Type of Units:	Single Family 870	Townhouse 277	Condo _____	Apartment _____
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Building Square Footage of Non-Residential Space: N/A

Specific proposed use (office, retail, warehouse, school, etc.): Residential

Projected market value at build-out (land and improvements): \$ 409,350,000

Person to contact if there are questions about the petition:

Name: David Bergmark

Address: 621 Hillsborough St, Suite 500, Raleigh NC 27603

Phone: 919-361-5000	Fax #: N/A	Email: bergmark@mcadamsco.com
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Petition For Voluntary Annexation Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input checked="" type="checkbox"/>	<u>Electronic Word document of the written metes and bounds</u> must be e-mailed to: stephen.wensman@smithfield-nc.com or micah.woodard@smithfield-nc.com	
<input checked="" type="checkbox"/>	Survey or Plat showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible.	
N/A <input type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number	Copy of Subdivision Plat submitted for lot recording approval with Town file number _____, etc.)
<input checked="" type="checkbox"/>	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input checked="" type="checkbox"/>	This application form completed, dated and signed by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.	

Required, but often missing information. Please make sure to include the following:

<input checked="" type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Johnston County Geographic Information Services at 919-989-5153, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for
<input checked="" type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature MUST be filled in!</u>
<input type="checkbox"/>	Corporate Seal for property owned by a corporation.
<input checked="" type="checkbox"/>	<u>Rezoning Application</u> , if the property is currently outside Town of Smithfield.
<input checked="" type="checkbox"/>	Existing and Proposed Zoning

Petition For Voluntary Annexation Plat Checklist

Please include all of the following (check off). If any information is missing from the annexation plat, you will be asked to revise the map and re-submit for an additional review, so please check the list below carefully before you submit:

<input checked="" type="checkbox"/>	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
<input checked="" type="checkbox"/>	Any utility easements with metes and bounds.
<input checked="" type="checkbox"/>	Accurate locations and descriptions of all monuments, markers and control points.
<input checked="" type="checkbox"/>	Ultimate right-of-way widths on all streets.
<input checked="" type="checkbox"/>	Entitle "ANNEXATION MAP FOR THE TOWN OF SMITHFIELD" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF SMITHFIELD," as appropriate.
<input checked="" type="checkbox"/>	Name of property owner(s).
<input checked="" type="checkbox"/>	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
<input checked="" type="checkbox"/>	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
<input checked="" type="checkbox"/>	Names of the township, county, and state.
<input checked="" type="checkbox"/>	A detailed vicinity map.
<input checked="" type="checkbox"/>	Include address of property if assigned.
<input checked="" type="checkbox"/>	Show all contiguous or non-contiguous town limits.
<input checked="" type="checkbox"/>	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation #
<input checked="" type="checkbox"/>	Leave 2 inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

Petition For Voluntary Annexation

State of North Carolina, County of Johnston, Petition of Annexation of Property to the Town of Smithfield, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Smithfield, North Carolina. The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:

<input checked="" type="checkbox"/>	Contiguous to the present corporate limits of the Town of Smithfield, North Carolina, or
<input type="checkbox"/>	Not Contiguous to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Print owner name(s) and information

Name E&F Properties INC Phone _____

Address PO Box 1352, Smithfield NC 27577

Print owner name(s) and information

Name _____ Phone _____

Address _____

Print owner name(s) and information

Name _____ Phone _____

Address _____

Received by the Town of Smithfield, North Carolina, this 6th day of January 20 26, at a Council meeting duly held.

Glenn Andrews
Town Clerk, Smithfield NC

In witness whereof, E & F Properties INC an owner or partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 28 day of July, 2025.

Name of Owner or Partnership: E & F Properties INC
(Printed Name)

Signature of Owner or Partnership: Olivia B Holdings
(Signature)

In witness whereof, _____ an owner or partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this _____ day of _____, 20 _____.

Name of Owner or Partnership: _____
(Printed Name)

Signature of Owner or Partnership: _____
(Signature)

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this _____ day of _____, 20 _____.

Name of Owner or Partnership: _____
(Printed Name)

Signature of Owner or Partnership: _____
(Signature)

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, Anita C. Mitchell, a Notary Public in and for said County and State, do hereby certify that

Olivia B Holdings (Owner/Applicant) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30th day of July, 2025.

Notary: Anita C. Mitchell
(Printed Name)
Olivia B Holdings
(Signature)

County of Commission: Johnstone

Commission Expires: 8-8-2029

(SEAL)

ANITA C. MITCHELL
NOTARY PUBLIC
JOHNSTON COUNTY, N.C.
My Commission Expires 8-8-2029.

TOWN OF SMITHFIELD
RESOLUTION NO. 795 (03-2026)
DIRECTING THE CLERK TO INVESTIGATE AN
ANNEXATION PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 17, 2024 by the Smithfield Town Council; and

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

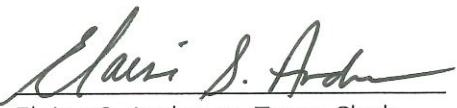
WHEREAS, the Town Council of the Town of Smithfield deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, 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 above-described petition and to certify as soon as possible to the Town Council the result of her investigation.

Adopted this the 6th day of January, 2026 in Smithfield, North Carolina.

ATTEST:


Elaine S. Andrews, Town Clerk




M. Andy Moore, Mayor

Certification of Sufficiency
Contiguous Annexation ANX-25-05

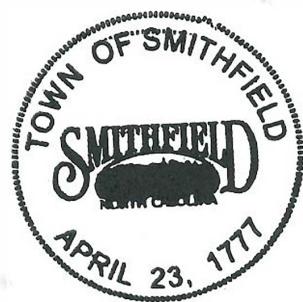
To the Town Council of the Town of Smithfield, North Carolina:

I, Elaine S. Andrews, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
The annexation petition application accurately reflects the applicable NC PINs for the proposed annexation area. The metes and bounds description for the property is attached hereto and incorporated by reference.
- b. The area described in the petition is contiguous to the Town of Smithfield primary corporate limits, as defined by GS 160A-31.
Attached hereto is a map showing property is contiguous to the Town of Smithfield's corporate limits.
- c. The petition is signed by and includes address of all owners of real property lying in the area described therein
Attached hereto are the annexation petition and a Johnston County GIS map showing that the petition addresses correspond with the property owners' addresses. Records of the North Carolina Secretary of State, Business Registration Division, further confirm property ownership by the petitioners.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 12th day January 2026.


Elaine S. Andrews, Town Clerk

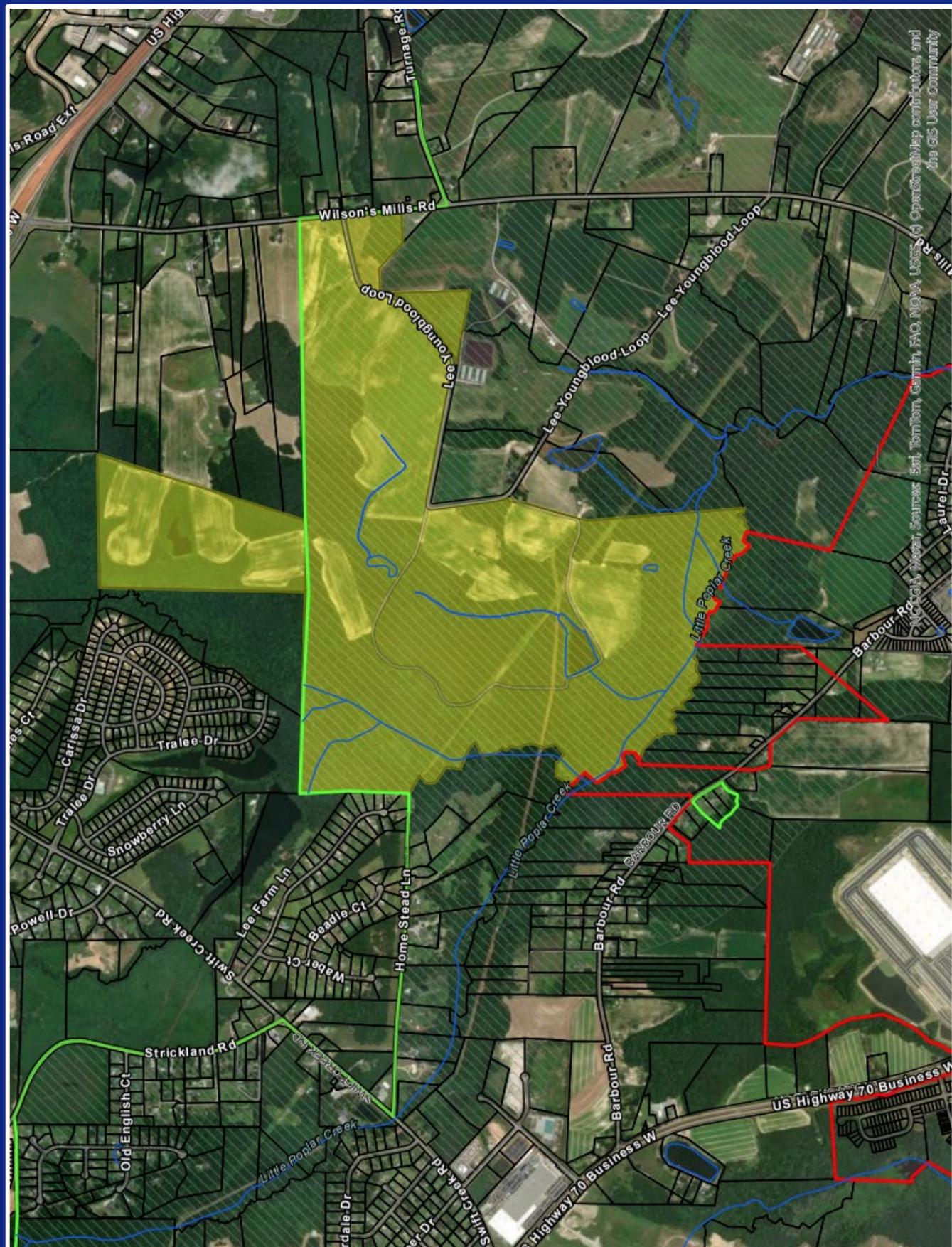


E & F Properties Inc.
Wilson's Mills Tract 498 Acres
Legal Description

Commencing at a point, said point being a computed point at the northeastern corner of the E & F Properties Inc. property (PN 17K08039A) located along the western right-of-way of Wilson's Mills Road (SR 1913) in Wilson's Mills Township, Johnston County, North Carolina and recorded in Deed Book 4377 Page 880, Johnston County Registry. Said point further described as the southeastern corner of the Kendall L. Beasley (PN 17K08034B) as recorded in Deed Book 4596 Page 54 and the **POINT OF BEGINNING**. Thence S 05°19'31" E a distance of 481.93 feet to a computed point. Thence S 05°19'31" E a distance of 60.49 feet to a computed point. Thence S 05°19'31" E a distance of 280.70 feet to a computed point. Thence S 04°50'24" E a distance of 346.94 feet to an iron pipe found. Thence S 87°16'00" W a distance of 333.31 feet to a computed point. Thence N 46°44'00" W a distance of 437.75 feet to a computed point. Thence S 87°16'00" W a distance of 255.56 feet to a computed point. Thence S 08°01'38" W a distance of 85.26 feet to a computed point. Thence with a curve turning to the right with an arc length of 129.82 feet, with a radius of 555.00 feet, with a chord bearing of S 14°43'41" W, with a chord length of 129.52 feet to a computed point. Thence S 04°44'00" E a distance of 855.16 feet to a computed point. Thence N 80°16'29" W a distance of 913.33 feet to a computed point. Thence N 88°21'00" W a distance of 56.92 feet to a computed point. Thence with a curve turning to the right with an arc length of 117.92 feet, with a radius of 730.00 feet, with a chord bearing of N 83°43'20" W, with a chord length of 117.79 feet to a computed point. Thence N 79°05'41" W a distance of 1413.95 feet to a computed point. Thence with a curve turning to the left with an arc length of 66.41 feet, with a radius of 35.00 feet, with a chord bearing of S 46°32'46" W, with a chord length of 56.89 feet to a computed point. Thence S 07°48'47" E a distance of 705.69 feet to a computed point. Thence S 12°27'40" W a distance of 117.99 feet to a computed point. Thence S 62°30'21" W a distance of 47.91 feet to a computed point. Thence S 07°45'18" W a distance of 207.45 feet to a computed point. Thence S 16°22'29" W a distance of 717.17 feet to a computed point. Thence S 04°14'52" E a distance of 1825.32 feet to a point along the run of Little Poplar Creek. Thence along the run of Little Poplar Creek in a northwesterly direction the following bearings and distances: N 80°46'18" W a distance of 51.29 feet to a point; N 11°06'21" W a distance of 68.82 feet to a point; S 87°20'52" W a distance of 34.06 feet to a point; S 03°25'05" W a distance of 36.80 feet to a point; S 32°10'46" W a distance of 46.19 feet to a point; S 81°41'57" W a distance of 66.71 feet to a point; S 43°44'56" W a distance of 44.20 feet to a point; N 70°14'08" W a distance of 163.04 feet to a point; S 37°15'24" W a distance of 94.73 feet to a point; N 43°28'48" W a distance of 148.81 feet to a point; N 01°13'41" W a distance of 52.50 feet to a point; N 56°56'09" W a distance of 161.89 feet to a point; N 69°50'16" W a distance of 267.35 feet to a point; N 66°31'05" E a distance of 59.90 feet to a point; N 27°48'27" W a distance of 44.92 feet to a point; N 62°44'50" W a distance of 85.93 feet to a point; S 67°27'03" W a distance of 100.77 feet to a point; S 16°51'42" W a distance of 64.80 feet to a point; N 56°41'22" W a distance of 148.33 feet to a point; N 19°56'26" E a distance of 45.14 feet to a point; N 64°17'42" W a distance of 65.98 feet to a point; S 86°27'26" W a

distance of 122.65 feet to a point; N 56°52'22" W a distance of 255.94 feet to a point; N 81°07'27" W a distance of 147.85 feet to a point; S 47°02'19" W a distance of 59.08 feet to a point; N 61°15'41" W a distance of 49.20 feet to a point; S 80°52'09" W a distance of 72.20 feet to a point; S 48°18'24" W a distance of 51.06 feet to a point; N 78°59'36" W a distance of 69.68 feet to a point; N 43°27'33" W a distance of 150.88 feet to a point; S 52°00'36" W a distance of 78.20 feet to a point; N 30°51'12" W a distance of 167.89 feet to a point; S 58°37'49" W a distance of 81.39 feet to a point; N 10°52'43" E a distance of 83.62 feet to a point; N 21°11'41" W a distance of 63.65 feet to a point; S 89°50'44" W a distance of 56.24 feet to a point; N 33°57'06" W a distance of 82.22 feet to a point; S 47°50'04" W a distance of 109.54 feet to a point; S 85°59'54" W a distance of 68.34 feet to a point; N 19°14'56" W a distance of 92.28 feet to a point; N 07°29'26" W a distance of 101.10 feet to a point; N 49°45'01" W a distance of 128.95 feet to a point; N 39°50'46" W a distance of 95.24 feet to a point; N 67°20'17" W a distance of 106.33 feet to a point; N 22°14'12" W a distance of 32.19 feet to a point; N 79°17'11" E a distance of 64.98 feet to a point; N 07°22'00" E a distance of 127.78 feet to a point; N 55°18'48" W a distance of 60.31 feet to a point; S 70°05'46" W a distance of 118.82 feet to a point; N 33°58'07" W a distance of 134.40 feet to a point; N 09°46'08" E a distance of 43.21 feet to a point; N 38°26'07" W a distance of 178.22 feet to a point; N 16°23'14" W a distance of 53.92 feet to a point; N 44°08'31" E a distance of 171.79 feet to a point; N 43°57'20" W a distance of 198.29 feet to a point; N 17°46'56" W a distance of 90.30 feet to a point. Thence leaving the run of Little Poplar Creek along the run of Poplar Creek the following bearings and distances: N 78°34'46" E a distance of 72.20 feet to a point; N 30°00'44" E a distance of 101.76 feet to a point; S 87°50'06" E a distance of 146.78 feet to a point; S 48°34'47" E a distance of 138.45 feet to a point; N 49°26'24" E a distance of 157.59 feet to a point; N 14°34'31" W a distance of 138.11 feet to a point; N 16°30'09" E a distance of 152.27 feet to a point; N 06°21'11" W a distance of 81.79 feet to a point; N 33°41'56" W a distance of 67.35 feet to a point; N 09°00'49" E a distance of 111.62 feet to a point; N 46°37'26" W a distance of 64.76 feet to a point; N 33°29'09" E a distance of 62.31 feet to a point; N 45°46'01" W a distance of 83.64 feet to a point; N 13°05'06" W a distance of 131.51 feet to a point; N 20°21'14" E a distance of 53.24 feet to a point; N 63°12'29" E a distance of 151.94 feet to a point; N 42°27'56" W a distance of 110.53 feet to a point; N 68°08'16" W a distance of 251.32 feet to a point. N 07°09'24" E a distance of 166.40 feet to a point; N 54°42'11" W a distance of 225.15 feet to a point; N 02°29'41" W a distance of 96.17 feet to a point; N 47°41'28" E a distance of 119.03 feet to a point; N 51°49'23" W a distance of 225.63 feet to a computed point. Thence leaving the run of Poplar Creek N 01°22'13" E a distance of 1188.43 feet to a computed point. Thence S 89°04'19" E a distance of 1086.38 feet to a computed point. Thence S 88°10'41" E a distance of 1246.67 feet to an iron pipe found. Thence N 00°27'00" E a distance of 2413.24 feet to an iron pipe found. Thence N 89°30'47" E a distance of 1547.49 feet to a concrete monument found. Thence S 18°38'49" W a distance of 476.43 feet to an iron pipe found. Thence S 17°48'26" W a distance of 1273.32 feet to an iron pipe found. Thence S 18°02'24" W a distance of 529.14 feet to an existing axle. Thence S 18°07'54" W a distance of 275.39 feet to an existing (bent) axle. Thence N 88°32'11" E a distance of 3457.38 feet to a computed point and the **POINT OF BEGINNING** and containing 498.283 acres (21705206 square feet).

ANX-25-05 Bellamy



File Number:
ANX-25-05

Project Name:
Bellamy

Location:
West of Wilson's Mills
Rd. and along Lee-
Youngblood Rd.

Tax ID#:
17K08039A, 17K08032

Existing Zoning:
R-20A/AG

Property Owner:
E&F Properties Inc.

Applicant:
Rock Tower Partners,
LLC

City or ETJ:
ETJ



10-2017

BUSINESS CORPORATION ANNUAL REPORT

NAME OF BUSINESS CORPORATION: E & F Properties, Inc.SECRETARY OF STATE ID NUMBER: 0738013 STATE OF FORMATION: NCREPORT FOR THE FISCAL YEAR END: 12/31/2024

Filing Office Use Only	
E - Filed Annual Report 0738013 CA202507002166 3/11/2025 10:50	
<input type="checkbox"/> Changes	

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Olivia B. Holding

2. SIGNATURE OF THE NEW REGISTERED AGENT:

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

409 East Market Street

P.O. Box 1352

Smithfield, NC 27577 Johnston County

Smithfield, NC 27577

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Farming2. PRINCIPAL OFFICE PHONE NUMBER: (919) 989-32813. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

409 East Market Street

P O Box 1352

Smithfield, NC 27577

Smithfield, NC 27577

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business
 The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Olivia B. HoldingNAME: Hope H. BryantNAME: Judith A MurrayTITLE: PresidentTITLE: Vice PresidentTITLE: Secretary

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

P O Box 1352

P O Box 1352

P O Box 1352

Smithfield, NC 27577

Smithfield, NC 27577

Smithfield, NC 27577

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Judith A Murray

3/11/2025

DATE

SIGNATURE

Form must be signed by an officer listed under Section C of this form.

Judith A Murray

Secretary

Print or Type Title of Officer

Print or Type Name of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

TOWN OF SMITHFIELD

RESOLUTION 797 (05-2026)

RESOLUTION NO. 783 (22-2025)

FIXING THE DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

PURSUANT TO NC G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council by Resolution No. 795 (03-2026) directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held in the Council Chambers of the Town hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on February 17, 2026.

Section 2, The area proposed for annexation is described as follows:

Commencing at a point, said point being a computed point at the northeastern corner of the E & F Properties Inc. property (PN 17K08039A) located along the western right-of-way of Wilson's Mills Road (SR 1913) in Wilson's Mills Township, Johnston County, North Carolina and recorded in Deed Book 4377 Page 880, Johnston County Registry. Said point further described as the southeastern corner of the Kendall L. Beasley (PN 17K08034B) as recorded in Deed Book 4596 Page 54 and the **POINT OF BEGINNING**. Thence S 05°19'31" E a distance of 481.93 feet to a computed point. Thence S 05°19'31" E a distance of 60.49 feet to a computed point. Thence S 05°19'31" E a distance of 280.70 feet to a computed point. Thence S 04°50'24" E a distance of 346.94 feet to an iron pipe found. Thence S 87°16'00" W a distance of 333.31 feet to a computed point. Thence N 46°44'00" W a distance of 437.75 feet to a computed point. Thence S 87°16'00" W a distance of 255.56 feet to a computed point. Thence S 08°01'38" W a distance of 85.26 feet to a computed point. Thence with a curve turning to the right with an arc length of 129.82 feet, with a radius of 555.00 feet, with a chord bearing of S 14°43'41" W, with a chord length of 129.52 feet to a computed point. Thence S 04°44'00" E a distance of 855.16 feet to a computed point. Thence N 80°16'29" W a distance of 913.33 feet to a computed point. Thence N 88°21'00" W a distance of 56.92 feet to a computed point. Thence with a curve turning to the right with an arc length of 117.92 feet, with a radius of 730.00 feet, with a chord bearing of N 83°43'20" W, with a chord length of 117.79 feet to a computed point. Thence N 79°05'41" W a distance of 1413.95 feet to a computed point. Thence with a curve turning to the left with an arc length of 66.41 feet, with a radius of 35.00 feet, with a chord bearing of S 46°32'46" W, with a chord length of 56.89 feet to a computed point. Thence S 07°48'47" E a distance of 705.69 feet to a computed point. Thence S 12°27'40" W a distance of 117.99 feet to a computed point. Thence S 62°30'21" W a distance of 47.91 feet to a computed point. Thence S 07°45'18" W a distance of 207.45 feet to a computed point. Thence S 16°22'29" W a distance of 717.17 feet to a computed point. Thence S 04°14'52" E a distance of 1825.32 feet to a point along the run of Little Poplar Creek. Thence along the run of Little Poplar Creek in a northwesterly direction the following bearings and distances: N 80°46'18" W a distance of 51.29 feet to a point; N 11°06'21" W a distance of 68.82 feet to a point; S 87°20'52" W a distance of 34.06 feet to a

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Section 3. Notice of the public hearing shall be published once in the Johnstonian News, a newspaper having general circulation in the Town of Smithfield, at least ten (10) days prior to the date of the public hearing.

Adopted this 20th day of January, 2026.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent Budget
Agenda Amendment
Item:
Date: 01/20/2026

Subject: Budget Amendment

Department: Finance Department

Presented by: Assistant Town Manager – Kim Pickett

Presentation: Consent Agenda Item

Issue Statement

Amendments are often required during the fiscal year to balance and adjust the budget ordinance due to unknown circumstances at the time of budget ordinance preparation. An explanation is provided with the proposed budget amendment.

Financial Impact

All amendments affect each of the departments or funds budget greater than ten (10) percent. These amendments are required due to various unknowns during budget preparation and to prevent statutory budget violations. These unknowns could be related to increase in pricing, incorrect estimates, new transactions, etc.

Action Needed

Board approval is required for the budget ordinance amendment.

Recommendation

Staff recommends that the board approve the attached Budget Amendment

Approved: Town Manager Town Attorney

Attachments

1. Staff Report
2. Budget Amendment for 2025-2026
3. Budget Amendment Attachment A (General Fund Capital Reserve Fund)
4. Budget Amendment Attachment B (General Fund Capital Project Fund)



Staff Report

Consent Budget
Agenda Amendment
Item:

Amendments are often required during the fiscal year to balance and adjust the budget ordinance due to unknown circumstances at the time of budget ordinance preparation. This budget ordinance is for the acceptance and payment of the new Fire Engine.

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, 2026:

Section 1: To amend the General Fund Capital Reserve Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment A

Section 2: To amend the General Fund Capital Project Fund, the appropriations and estimated revenues are to be changed as follows:

See Attachment B

The transfer between the General Fund Capital Reserve Fund and General Fund Capital Project Fund requires an amendment for the purchase of the fire truck.

Section 4: 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 20th day of January 2026 by the Smithfield Town Council.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Attachment A

Acct #	Description	Decrease	Increase
Revenues:			
72-75-3980-3560-5601	Transfer from General Fund	-	290,000
72-00-3990-3990-0000	Fund Balance Appropriated	-	600,000
Expenditures:			
72-76-5300-5970-9102	Transfer to GFCRF	-	890,000
Check:			
Revenues		-	890,000
Expenditures		-	890,000
Totals		-	-
Check Figure			-

Attachment B

Acct #	Description	Decrease	Increase
Revenues:			
46-75-3870-3870-0302	Transfer GF Capital Reserve Fund	-	890,000
Expenditures:			
46-20-5300-5700-7406	Fire Truck	-	890,000
Check:		Decrease	Increase
Revenues		-	890,000
Expenditures		-	890,000
Totals		-	-
Check Figure			-



Request for Town Council Action

Consent UPEA
Agenda Agreement
Item:
Date: 01/20/2026

Subject: Execute the UPEA and Approve Consultant for the NCDOT Relocation Project Along Brightleaf Boulevard

Department: Public Utilities Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

The North Carolina Department of Transportation (NCDOT) will be improving US-301 Highway from Booker Dairy Road, northward, past the Town limits into Selma. To complete these improvements, Town utilities will have to be relocated, including electric poles on both sides of the highway. As such, the Town desires to engage a consulting engineer to perform design services for the relocation, and act on the Town's behalf, when dealing with the NCDOT. The NCDOT has agreed to cover the costs associated with the design, and this is covered by the associated Utility Preliminary Engineering Agreement (UPEA)

Financial Impact

None. The NCDOT has agreed to pay for the engineering costs associated with the design of the relocation. This will be covered by the UPEA. Once the consultant bills us, we can send the invoice directly to the NCDOT and they will cover the cost.

Action Needed

Approve the proposed UPEA agreement; authorize the Town Manager to execute the UPEA agreement; approve the proposed consultant; and authorize the Town Manager to execute the agreement with the consultant.

Recommendation

Staff recommends the approval of the UPEA agreement and consultant agreement, and to authorize the Town Manager to execute both agreements

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Proposed UPEA – with the NCDOT
3. Proposed agreement with consultant
4. Cost Estimate from consultant



Staff Report

Consent UPEA
Agenda Agreement
Item:

In March of 2029 the NCDOT will be setting up a construction project to improve US-301 Highway from Booker Dairy Road, northward through Selma. As part of this project, all electric poles, on both sides of US-301 will need to be relocated to avoid conflicts with the new travel lanes. Within this project area, the Town of Smithfield owns over ninety-four electric poles.

To undertake this relocation, a design firm has been selected to design the pole relocations and act on behalf of the Town when interacting with the NCDOT. The proposed firm is an approved NCDOT design firm and has performed such tasks for other communities previously. Further, the NCDOT has agreed to pay the costs associated with this design effort, so an attached UPEA is also put forth for approval.

Staff is asking the Council to approve both agreements – NCDOT and consultant – and to authorize the Town Manager to execute the agreements.

**

TOWN OF SMITHFIELD, NORTH CAROLINA
MASTER JOB ORDER CONTRACT FOR ENGINEERING SERVICES (SMALL PROJECTS)

This **MASTER JOB ORDER CONTRACT FOR ENGINEERING SERVICES (SMALL PROJECTS)** ("Contract") is made and entered into to be effective _____, 2025 ("Effective Date") between Town of Smithfield (the "Town") and Southeastern Consulting Engineers, Inc. "the Contractor". For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of the Contractor** – On an as needed, the Contractor agrees to provide engineering and related consulting services (the "Services") as more particularly described in the scope of work attached hereto and incorporated herein by reference as Exhibit 1, or otherwise requested by Town representatives.

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the Town.

Individual tasks will be requested on a project-by-project basis by an authorized representative of the Town.

The Contractor shall begin work within a mutually agreeable time after receiving notice to proceed, with actual contract time starting on the day within this period when work begins.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions at the same time and in the same locale; (iii) it possess sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall meet the above standard of care.

The terms of this Contract shall be through December 31, 2030.

2. **Obligations of the Town**. The Town hereby agrees to pay to the Contractor for the faithful performance of this Contract at the rates set forth on Exhibit 1 with a total not to exceed as set forth in the applicable Work Order or Town request.
3. **The Town's Project Coordinator**. The Director of Public Works, Electrical Director, or Electrical Superintendent, or his/her designee is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. **Primary Client Contact for the Contractor**. A. J. Molnar is designated as the Primary Contact for the Contractor. The Primary Contact is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. **Terms and Methods of Payment**. The Town will make payment after invoices are approved on a net 30-day basis for work completed. Invoices shall be detailed to the satisfaction of Town and applicable North Carolina sales tax shall be invoices as a separate item. Invoices shall be sent to the Town's

Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance for Services without the prior approval of the Town's Finance Officer.

6. **Standard Terms and Conditions:** The Contractor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference. To the extent the any terms of Exhibit 1 conflict with this Contract or the Standard Terms and Condition, this Contract and the Standard Terms and Conditions set forth in Attachment A shall control.
7. **Counterpart Execution.** This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Contractor has executed this Contract on the date and year first written above.

Southeastern Consulting Engineers, Inc.
Contractor Name

Signature of Authorized Representative

Date

Contractor's Federal Identification #

[If Contract is with Organization or Social Security Number if individual]

Town of Smithfield, North Carolina

Signature of Authorized Representative

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

Signature of Authorized Finance Officer

Date

Attachment A

Standard Terms and Conditions

1. Entire Agreement. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Contractor and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms, and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Contractor's quotation, acknowledgment, invoice, or in any other communication from the Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. Nondiscrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age, or disability.
3. Conflict of Interest. The Contractor represents that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
4. Gratuities to the Town. The right of the Contractor to proceed may be terminated by written notice if the Town determines that the Contractor, its agent, or another representative offered or gave a gratuity to an official or employee of the Town in violation of the policies of the Town.
5. No Kickbacks to the Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the Town in writing the possible violation.
6. E-Verification. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
7. Indemnification. The Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expense, reasonable attorneys' fee and liability that any of them may sustain to the extent (a) proximately caused by the Contractor's failure to comply with any applicable law, ordinance, regulation, or the negligent acts, errors or omissions in its performance of its services herein or (b) arising out of the Contractor's breach of the terms and conditions of the Contract. In the event the Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Contractor agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
8. Insurance. Unless such insurance requirements are waived or modified by the Town, the Contractor certifies that its currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile – the Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such

insurance shall be \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability – the Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall be \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's compensation and Employers' Liability Insurance – if applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. The Contractor shall also provide any other insurance specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Contractor to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to cancel or materially change by either the Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
10. Termination for Default. The Town may terminate the Contract, in whole or in part, upon breach of the Contract by the Contractor upon written notice to the Contractor and the failure of the Contractor to cure such breach within a reasonable time as set forth in the written notice. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
11. Contract Funding. It is understood and agreed between the Contractor and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The Town shall not be liable to the Contractor for damages of any kind (general, special, consequential, or exemplary) as a result of such termination.
12. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. The Contractor shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation, or procedure. The Contractor shall make such refunds within 30 days after the Town notifies the Contractor in writing that a payment has been determined to be improper.
13. Contract Transfer. The Contractor shall not assign, subcontract, or otherwise transfer any interest in the Contract without the prior written approval of the Town.
14. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Contractor.
16. Relationship of Parties. The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the Town.
18. No Pre-Judgment or Post-Judgment interest. In the event of any action by the Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Contractor specifically waives any claim for interest.

19. Background Checks. At the request of the Town's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to the Town criminal background check and drug testing procedures.
20. Confidential Information. Employee Personnel Information: If, during the Contractor's performance of the Contract, Contractor shall obtain any information pertaining to the employees of the Town's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Contractor agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by the Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by the Contractor in connection with the Contractor's performance hereunder (collectively "Information"). The Contractor shall exercise the same degree of care to prevent disclosure of any information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Contractor shall not, without the prior written consent of the Town, reproduce any information; nor disclose information to any party; nor use any information for any purpose other than performance for the benefit of the Contractor hereunder except where such disclosure is required by law, subpoena or other court or administrative order. Any technical knowledge or information of the Contractor which the Contractor shall have disclosed or may hereinafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
21. Intellectual Property. The Contractor agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss, or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
22. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
23. No Third-Party Benefits. The Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
24. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
25. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
26. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach of default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Contractor hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
28. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of

the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

29. FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 314103148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Exhibit 1 – Scope and Price List

Provide Professional Engineering Services in support of the Electric System. The services and projects anticipated may include, but are not limited to; electric engineering analysis; design of electric facilities; system studies; long range work plans; construction plans and specifications; electrical transmission; distribution, and substations design; generation systems; SCADA systems; operational equipment; process improvements; energy consumption analysis; arc flash studies; relay and post fault analysis; rate analysis, financial studies, and other electrical review as required.

Price List see Attachment A



Southeastern Consulting Engineers, Inc.

Schedule of Rates for Engineering Services

Effective July Billing 2025

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
M. C. Dougherty, P.E.	Principal Design Engineer	\$241.00
A. J. Molnar, P.E.	Principal Design Engineer	228.00
J. L. Ford, Jr., P.E.	Senior Design Engineer	199.00
J. R. Furr, P.E.	Senior Design Engineer	194.00
D. A. Nichols, P.E.	Senior Design Engineer	171.00
K.J. Smorgala, P.E.	Design Engineer	155.00
K. Caldwell, P.E.	Design Engineer	135.00
	Senior Field Engineer	141.00
S. Phillips	Associate Engineer	139.00
Josh van Overeem	Associate Engineer	103.00
	Co-op Engineer	79.00
J. Abernathy	AMI Consultant	155.00
K. Cassell	CAD Technician	101.00
L. R. Cloud	Contracts Administrator	95.00
A. Howard	Accountant	99.00

NOTES:

1. An amount equal to 5% of the billed hourly charges will be billed for in-house office expenses incurred in the performance of project-related services.
2. Transportation, subsistence, lodging, printing, and associated expenses will be added at cost. Mileage will be billed at the current standard IRS rate.
3. Subconsultant costs will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with their work.
4. Materials or equipment purchased and furnished to the client will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with the work.
5. The preceding schedule of rates is subject to annual review and adjustment.
6. Invoices are billed monthly. Terms of payment are net 10 days.

UTILITY PRELIMINARY ENGINEERING AGREEMENT (PAYABLE)

WBS ELEMENT: _____

TRANSPORTATION IMPROVEMENT PROGRAM NO.: _____

COUNTY: _____

This agreement made this _____ day of _____, by and

between the Department of Transportation, an agency of the State of North
Carolina, hereinafter referred to as the DEPARTMENT, and _____

hereinafter referred to as the COMPANY: _____

W I T N E S S E T H:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

US-310/NC-39/NC-96 from SR 1623 (Booker Dairy Road) to SR 2302 (Ricks Road).
Construct access management improvements

known as route _____ in _____ County, North Carolina to be
designated as N.C. State Highway Project and/or WBS Element _____ and,

WHEREAS, the construction of said project will require certain engineering of
plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of
the said facilities of COMPANY, the DEPARTMENT and the COMPANY have
agreed as follows:

**1. That the DEPARTMENT has agreed to reimburse the COMPANY for
preliminary engineering charges associated with certain adjustments to be made to
the existing facilities of the COMPANY.**

**2. That any work performed under this agreement shall comply with
DEPARTMENT's "UTILITIES ACCOMMODATION MANUAL" dated July, 2022,
and such amendments thereto as may be in effect at the date of this agreement. The work to
be performed by the COMPANY shall conform with Federal Highway Administration's
Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as
FAPG dated December 9, 1991, and such amendments**

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

<https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20Resources/NCDOT%20Audit%20Requirements%20Fiscal%20Form.pdf>

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the _____

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

- Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.
- Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.
- Other (Specify)

7. Indicate if (a) or (b) is applicable:

- a. That preliminary engineering is for the adjustments of existing facilities in conflict with said project.**
- b. That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.**

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY, is estimated to be----- \$-----

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY.----- \$-----

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be----- \$-----

(The above costs shall be supported by attached estimate)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, the DEPARTMENT submits a project for construction to be designated with a different NC State Highway Project number and/or WBS element than stated in this agreement and it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

(NAME OF COMPANY)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.



Southeastern Consulting Engineers, Inc.

December 11, 2025

Ted Credle, P.E.
Director of Public Utilities
Town of Smithfield
230 Hospital Road
Smithfield, North Carolina 27577

Ref.: Engineering Estimate for U-5726 Electric Relocation

Dear Ted,

I have examined the plans you forwarded for this U-5726 DOT widening project. I see about 5,200' of mostly double circuit lines, a lot of three phase crossings and risers to move back, and a bit of coordination with other utilities and traffic signals. With only a bit of context, I think you may have about \$650k - \$700k of total project cost for electric.

Assuming I am in the neighborhood with project cost, I estimate engineering design can be handled on a per diem, not to exceed, basis with a limit of \$44,000. That would include, using typical rates on the attached per diem schedule:

- Design and plans (30 hours Principal, 80 hours Design Engineer, 40 hours CAD)
- Documents to bid per unit labor construction, assistance with the bid, and evaluation of bids. (8 hours Principal, 30 hours Design Engineer, 12 hours Admin.)
- Submission to utility coordinator and handling any questions or objections. (8 hours Principal, 16 hours Design Engineer)
- Assistance with and R/W, easements, or encroachments and with URA submission to DOT as needed. (8 hours Principal, 20 hours Design Engineer)
- Helping the Town secure material is incidental to the whole process. We would help bid separately or work with your warehouse/purchasing folks to make sure you get everything.

Essentially, the only things I think would not be included are construction inspection, as-built drawings, and closing out the URA process with DOT. Inspection just depends on how much we would need to compliment what you do in-house. I would anticipate \$35k, also per diem NTE, but we can work out later if you need us.

I hope this is helpful and we can be of service on this project.

Town of Smithfield
Smithfield, North Carolina

December 11, 2025
Page 2

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

A.J. Molnar
A.J. Molnar, P.E.
Vice President

AJM/lc



Southeastern Consulting Engineers, Inc.

Schedule of Rates for Engineering Services

Effective July Billing 2025

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
M. C. Dougherty, P.E.	Principal Design Engineer	\$241.00
A. J. Molnar, P.E.	Principal Design Engineer	228.00
J. L. Ford, Jr., P.E.	Senior Design Engineer	199.00
J. R. Furr, P.E.	Senior Design Engineer	194.00
D. A. Nichols, P.E.	Senior Design Engineer	171.00
K.J. Smorgala, P.E.	Design Engineer	155.00
K. Caldwell, P.E.	Design Engineer	135.00
	Senior Field Engineer	141.00
S. Phillips	Associate Engineer	139.00
Josh van Overeem	Associate Engineer	103.00
	Co-op Engineer	79.00
J. Abernathy	AMI Consultant	155.00
K. Cassell	CAD Technician	101.00
L. R. Cloud	Contracts Administrator	95.00
A. Howard	Accountant	99.00

NOTES:

1. An amount equal to 5% of the billed hourly charges will be billed for in-house office expenses incurred in the performance of project-related services.
2. Transportation, subsistence, lodging, printing, and associated expenses will be added at cost. Mileage will be billed at the current standard IRS rate.
3. Subconsultant costs will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with their work.
4. Materials or equipment purchased and furnished to the client will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with the work.
5. The preceding schedule of rates is subject to annual review and adjustment.
6. Invoices are billed monthly. Terms of payment are net 10 days.



Request for Town Council Action

Consent Sports
Agenda Court
Item: Resurfacing
Date: 1/20/2026

Subject: Court Resurfacing

Department: Parks and Recreation Department

Presented by: Parks & Recreation Director - Gary Johnson

Presentation: Consent Agenda Item

Issue Statement:

The Parks and Recreation Department is seeking consideration and approval to enter into contract with Outer Banks Tennis Contractors, LLC for sports courts resurfacing.

Financial Impact

Amount of Bid & Agreement: \$ 54,106

Action Needed:

Approval of entering a contract with Outer Banks Tennis Contractors, LLC for the resurfacing of two tennis courts and two basketball courts at Smithfield Community Park and one tennis court at Smith-Collins Park.

Recommendation

Approval of entering a contract with Outer Banks Tennis Contractors, LLC for the resurfacing of two tennis courts and two basketball courts at Smithfield Community Park and one tennis court at Smith-Collins Park.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Request for Proposals
3. Bid Tabulation
4. Contractor Proposals



Staff Report

Consent Sports
Agenda Courts
Item: Resurfacing

In the FY 25/26 budget, Council approved and allocated \$ 70,000 for the resurfacing of sports courts to include two tennis courts and two basketball courts at Smithfield Community Park and one tennis court at Smith-Collins Court.

The Parks and Recreation Department issued a request for proposals and received four responses. Proposals were:

Outer Banks Tennis Contractors, LLC	\$ 54,106.00
Courts R Us	\$ 68,151.00
North State Resurfacing	\$ 90,850.00
Pinam	\$ 149,230.00

Outer Banks Tennis Contractors, LLC has completed court resurfacing in the past for the Parks and Recreation Department and their work was well done and to specifications.

The Parks and Recreation Department is seeking approval to enter into contract with Outer Banks Tennis Contractors, LLC for the resurfacing of two tennis courts and two basketball courts at Smithfield Community Park and one tennis court at Smith-Collins Park.



REQUEST FOR PROPOSALS

TOWN OF SMITHFIELD COURT RESURFACING

Issue Date: November 10, 2025

Submission Deadline: December 1, 2025 at 3:00 PM

Request for Proposals (RFP)

Town of Smithfield Court Resurfacing

Date of Issue: November 10, 2025

Due Date for Submissions: December 1, 2025 at 3:00 PM

Resurfacing of Basketball and Tennis Courts – Smithfield Community Park & Smith-Collins Park.

1.0 Introduction

The Town of Smithfield is soliciting proposals from qualified contractors for the resurfacing of two (2) basketball courts and two (2) tennis courts at Smithfield Community Park, and one (1) tennis court at Smith-Collins Park. The project will include surface preparation, application of resurfacing materials, line painting, installation of new nets, and pole replacement (if necessary).

2.0 Project Locations

1. Smithfield Community Park: 600 M. Durwood Stephenson Pkwy, Smithfield, NC 27577

- 2 Basketball Courts
- 2 Tennis Courts

2. Smith-Collins Park: 502 Martin Luther King Jr. Drive, Smithfield, NC 27577

- 1 Tennis Court

3.0 Scope of Work

- Inspect existing courts and prepare surfaces for resurfacing (cleaning, patching, crack filling as needed).
- Repair cracks as needed and apply appropriate resurfacing materials to ensure a durable and safe playing surface.
- Paint all required lines for basketball and tennis courts using industry-standard colors and layouts.
- Install new tennis nets on all resurfaced tennis courts.
- Inspect and replace poles (basketball goals and tennis net posts) if necessary and approved by the Town.
- Ensure all work meets industry standards for outdoor recreation surfaces.
- Remove all debris and leave work areas in a clean and finished condition.

4.0 Proposal Requirements

- Experience with similar court resurfacing projects (include references).
- Timeline for work to be completed (possible start date and time for completion)
- Cost estimate itemized by location and task (resurfacing, line painting, nets, potential pole replacement, etc.).
- Proof of insurance and any required licenses.

5.0 Project Timeline

RFP Release Date: November 10, 2025

Proposal Due Date: December 1, 2025 at 3:00 PM

6.0 Submission Instructions

All proposals must be submitted in a sealed envelope clearly marked "Court Resurfacing Proposal – Town of Smithfield" and delivered by December 1, 2025 at 3:00 PM to:

Town of Smithfield
Parks and Recreation Department
Attn: Gary Johnson
600 M. Durwood Stephenson Pkwy
PO Box 2344
Smithfield, NC 27577

Electronic submissions may also be accepted at: gary.johnson@smithfield-nc.com

Please put **Courts Resurfacing Proposal** in the subject line.

7.0 Contact Information

Gary Johnson
Town of Smithfield
Phone: (919) 934-2148
Email: gary.johnson@smithfield-nc.com



COURTS RESURFACING BID TABULATION

BIDDER	COMMUNITY PARK TENNIS COURTS	COMMUNITY PARK BASKETBALL COURTS	SMITH-COLLINS BASKETBALL COURTS	TOTAL
OUTER BANKS TENNIS CONTRACTORS, LLC	\$ 19,085.00	\$ 18,910.50	\$ 16,110.50	\$ 54,106.00
COURTS R US	\$ 21,061.50	\$ 21,061.50	\$ 26,028.00	\$ 68,151.00
NORTH STATE RESURFACING	\$ 46,950.00	\$ 25,950.00	\$ 17,950.00	\$ 90,850.00
PINAM	\$ 62,460.00	\$ 38,672.50	\$ 48,097.50	\$ 149,230.00

Outer Banks Tennis Contractors LLC.

P.O. Box 363

Enfield, North Carolina 27823

PROPOSAL

November 21, 2025

Smithfield Parks

600 M. Durwood Stephenson Hwy

Smithfield, N.C.27577

C/O Mr Gary Johnson

PROPOSAL by Outer Banks Tennis Contractors LLC., hereinafter called "OBTC", for Smithfield Parks, hereinafter called the "Client", incident to the resurfacing of one battery of (2) Hard tennis courts, at the above mentioned site, respectively in accordance with the following terms:

1. OBTC will

- a) Power wash dark molded areas to ensure proper adhesion of products.
- b) Clean proposed surface and perimeter of ALL foreign matter.
- c) Level all existing cracked areas using a mechanical surface grinder.(if needed)
- d) Clean, fill and level all surface and structural cracks. Note; (surface cracks may reappear and structural cracks will reappear in time)
- e) Patch all depressions (areas holding water, depth thicker than a nickel, longer than 45 minutes after rainfall , constitutes a "bird bath") (marked by owner)
- f) Supply and apply three sand filled color coats.(colors to be determined) for one tennis and two pickle ball courts.
- g) Layout, tape, and hand paint playing lines (2") with one application of line sealer and one application of white acrylic paint to conform to U.S.T.A. specifications.
- h) Sand, prime and paint existing net post gloss black.
- i) Supply and Install (2) new tennis nets and straps.
- j) Guarantee workmanship and materials for one year after completion.
- a) Remove all trash created by OBTC from site.

2. Client will

- a) Assume responsibility for all inspections, and licenses
- b) Furnish an ALL-Weather access to the court(s).
- c) Repair access (if applicable) after the completion of work.
- d) Supply water and power sources.

OBTC considers the invoice due and payable upon issuance.

TOTAL \$ 19,085.00

Smithfield Parks

Date: _____

Outer Banks Tennis Contractors LLC.
NC General Contractors License # 67990

John J. McCann Jr.

Outer Banks Tennis Contractors LLC.

P.O. Box 363

Enfield, North Carolina 27823

PROPOSAL

November 21, 2025

Smithfield Parks

600 M.Durwood Stephenson Hwy

Smithfield, N.C. 27577

C/O Mr. Gary Johnson

**PROPOSAL for The Smithfield Parks, incident to the improvements for One battery of
Two (100x100') Basketball courts at the above mentioned site.**

OBTC will perform the following;

- a) Clean court surface (inside fence perimeter) of all foreign materials and debris.
- b) Clean all existing surface cracks in order to receive crack repair materials. (NOTE: surface cracks may reappear in time, structural cracks Will reappear in time).
- c) Supply and install court patch binder mixture to all cracked areas and level.
- d) Clean, fill and level all water retaining depressions on courts.(marked by owner) (rule: any water remaining, one hour after significant rainfall, that will cover a US nickel coin, constitutes a addressable depression or "birdbath")
- e) Supply and apply (3) three sand filled color coats to newly prepared areas.
- f) Supply and install (3) three sand filled color coats to entire surface area, (Colors to be determined)
- g) Layout, mask and hand paint one coat of line sealer and one coat of white acrylic line paint for full court basketball play, as per NCAA Mens basketball specifications.
- h) Remove all material waste from site after completion.
- i) Guarantee workmanship for two years and materials for one year(manufacturer warranty) after completion.

Total Base amount

\$ 18,910.50

Signed _____

Date _____

John J McCann Jr

North Carolina General Contractors License # 67990

Outer Banks Tennis Contractors LLC.

P.O. Box 363

Enfield, North Carolina 27823

PROPOSAL

November 21, 2025

Smith-Collins Park
Smithfield Parks & Rec
502 MLK Drive
Smithfield NC 27577
C/O Mr Gary Johnson

PROPOSAL for Smithfield Parks, incident to the Tennis facility improvements for One battery of One (60'X120') (1) hard tennis courts at the above mentioned site.
OBTC will perform the following;

- a) Remove and excavate all grass from inside the fence perimeter.
- b) Clean courts surface (inside fence perimeter) of all foreign materials and debris.
- c) Using a mechanical grinder, smooth and level courts surface, (areas on the low side of fence has started to peel up for lack of proper drainage.)
- d) Clean all existing surface and structural cracks in order to receive crack repair materials.(NOTE: surface cracks may reappear in time, structural cracks Will reappear in time).
- e) Supply and install court patch binder mixture to all cracked areas and level.
- f) Supply and install (3) three sand filled color coats to entire surface area, (Colors to be determined).
- g) Layout, mask and hand paint one coat of line sealer and one coat of white acrylic line paint as per USTA specifications.
- h) Layout, mask and hand paint One(1) set of pickle ball lines.
- i) Sand, Prime and paint existing net post (gloss Black)
- j) Remove all material waste from site after completion.
- k) No Guarantee for all areas that have started to peel, other areas may peel in the future as well, we cannot guarantee this will not affect our workmanship

Total Base amount

\$ 16,110.50

Smith-Collins

John J. McCann Jr.

North Carolina General Contractors License # 67990



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

Gary Johnson
Phone: 9196285454

Smithfield, NC 27

Job Address:
PO Box 2344
Smithfield, NC 27577

Print Date: 11-20-2025

Proposal for Town of Smithfield Court Resurfacing Community Park TC

www.northstateresurfacing.com

NC License#: 73842
VA License#: 2705157542

Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

Customer satisfaction is our main goal. Superior materials, quality workmanship and attention to detail have earned us an excellent reputation with our clients. As an authorized distributor and applicator of **Nova Sports USA**, the world's best all-weather sports surface and **DecoTurf**, the surface of the US Open since 1978, we offer several different types of surfaces to meet your needs.

North State Resurfacing is also the exclusive developer and installer of the North State Polyester System – an innovative, guaranteed process for repairing cracks.

Fully licensed, bonded and insured, we have the experience and technical support to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

Authorized installer of:





Smithfield Community Park: The repair and resurfacing of two (2) tennis courts.

Color to Match Existing Layout

Mobilization

Items	Description
Mobilization	Includes travel, setup, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Pressure Washing	Pressure wash entire court surface as needed
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with herbicide. North State cannot guarantee the reappearance of vegetation.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.
Patch Work	North State to clean out and patch cracks as necessary with acrylic patching material. We cannot guarantee that cracks won't reappear in a short period of time.
Guardian Crack Repair	North State to overlay major structural cracks (>3' long; approx. 1,500 l.f.) with the Guardian Crack Repair System. North State guarantees for 2 years against the reappearance of cracks repaired with the Guardian Crack Repair System, although existing cracks may lengthen, or new cracks may develop. As the effective performance of the Guardian System depends on its ability to expand and contract with the movement of the underlying crack, this movement may exceed the flexibility of the coatings applied to the surface. This may result in micro fractures in the surface coatings. Although North State uses the most flexible resurfacer available from the manufacturer, micro fractures may still appear, but will not affect the performance of the Guardian System. This is not considered a defect and is therefore not covered under our warranty. As there may be an extended duration between the time of initial observation and actual execution of the job, the potential for additional cracking exists. Any cracking more than the length estimated above as determined at the time of job will be billed at the rate of \$22.00/l.f. in addition to the sum stated below.
Polypave Court Shield	Provide and install the Polypave Court Shield crack prevention system to the entire court surface. This provides a mechanical reinforcement of the court surface.
	Note: Movement and Micro Fractures: The Polypave Court Shield System is designed to expand and contract with underlying cracks. However, this movement might occasionally exceed the flexibility of surface coatings, potentially causing micro fractures. These micro fractures are purely aesthetic and do not impact the performance of the Polypave Court Shield System. They are not considered defects and are not covered under our warranty.

Surfacing

Items	Description
Acrylic Resurfacer	Apply two (2) coat of NOVA, sand filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of NOVA, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

6. Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Line Sealer (or equivalent) to seal tapes for a crisp/sharp line edge.
Tennis Lines	Layout, tape and hand paint 2" wide playing lines using textured acrylic white line paint (or equivalent). Dimensions of the playing lines are to conform to USTA specifications.

Accessories

Items	Description
Install New Puttermann Tennis Net	Provide and install new tennis nets manufactured by Puttermann.

Completion

Items	Description
Refurbish Net Post	Clean net posts of all rust, then spray paint using RUSTOLEUM rust preventative paint.
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Total Price: \$46,950.00

Color: As desired from color chart. Please view selections at:

[Biggest colour in Tennis — Laykold - Official Surface of the US Open.](#)

[Color Selector | Nova Sports U.S.A.](#)

Payment: Individual billings as the work progresses. A deposit may be requested for materials. Unpaid balances are subject to finance charges of 1.5% per month. Credit verification may be required. Terms: Net 10 days.

Guarantee: One (1) year against defective materials and labor unless otherwise noted.

1. Standard Patch Work: We cannot guarantee that cracks won't reappear in a short period of time.

2. Guardian Crack Repair: Guaranteed for 2 years against the reappearance of cracks that have been treated. This warranty does not cover any other areas except the areas treated.

3. Polypave Court Shield: Offers a 1-year warranty against cracks treated on the entire court surface, except for areas within 2 feet of the fence, which are not guaranteed.

4. **Polyester Crack Repair:** This method typically prevents treated cracks from reappearing. However, it does not come with a guarantee and is considered equivalent to standard acrylic patching material in terms of warranty coverage.

Birdbaths/Depressions:

- This item excludes major depressions or damages indicative of significant paving errors, defined as any depression deeper than 1/8 of an inch, or spanning a diameter or length greater than 5 feet.
- Issues fitting the above criteria should be addressed by the contractor responsible for the initial paving, as they fall outside the typical scope of wear-and-tear maintenance.
- North State Resurfacing will focus on improving water drainage and surface levelness but cannot guarantee complete elimination of standing water in affected areas.
- Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction.
- North State Resurfacing is not liable for rectifying extensive surface issues that are clearly a result of initial paving/construction errors. Such cases should be directed to the initial paving contractor under their warranty or service agreement.
- Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

Weather Limitations:

- * Air and surface temperatures must be 50 degrees F and rising.
- * Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- * Installation cannot be performed if the surface temperature is above 140 degrees F.

Notes:

- This proposal may be withdrawn by us if not accepted within **30** days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- North State Resurfacing cannot guarantee that cracks won't reappear in a short period of time unless a form of guaranteed crack repair is accepted.
- Occasionally crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (birdbaths) may only be minimized due to possible inadequate slope/drainage. Only one attempt will be made at the contracted price.
- The Contract Price does not include boring through any rock. North State is willing to perform said work upon the parties' mutually signing a written change order.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Excessive amounts of moisture under the court surface may affect our surface materials negatively. This condition may include, but not limited to seeping water, degradation of the asphalt and surfacing materials including dead spots and/or bubbles in our surfacing materials. North State is not responsible for these conditions. North State may recommend consulting a Geotechnical Engineer if these conditions exist.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

Gary Johnson
Phone: 9196285454

Smithfield, NC 27

Job Address:
PO Box 2344
Smithfield, NC 27577

Print Date: 11-20-2025

Proposal for Town of Smithfield Court Resurfacing Community Park BB

www.northstateresurfacing.com

NC License#: 73842
VA License#: 2705157542

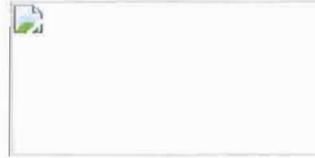
Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

Customer satisfaction is our main goal. Superior materials, quality workmanship and attention to detail have earned us an excellent reputation with our clients. As an authorized distributor and applicator of **Nova Sports USA**, the world's best all-weather sports surface and **DecoTurf**, the surface of the US Open since 1978, we offer several different types of surfaces to meet your needs.

North State Resurfacing is also the exclusive developer and installer of the North State Polyester System – an innovative, guaranteed process for repairing cracks.

Fully licensed, bonded and insured, we have the experience and technical support to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

Authorized installer of:



Smithfield Community Park: The repair and resurfacing of two (2) basketball courts.

Color to Match Existing Layout

Mobilization

Items	Description
Mobilization	Includes travel, setup, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Pressure Washing	Pressure wash entire court surface as needed
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with herbicide. North State cannot guarantee the reappearance of vegetation.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.
Patch Work	North State to clean out and patch cracks as necessary with acrylic patching material. We cannot guarantee that cracks won't reappear in a short period of time.
Guardian Crack Repair	North State to overlay major structural cracks (>3' long; approx. 350 l.f.) with the Guardian Crack Repair System. North State guarantees for 2 years against the reappearance of cracks repaired with the Guardian Crack Repair System, although existing cracks may lengthen, or new cracks may develop. As the effective performance of the Guardian System depends on its ability to expand and contract with the movement of the underlying crack, this movement may exceed the flexibility of the coatings applied to the surface. This may result in micro fractures in the surface coatings. Although North State uses the most flexible resurfacer available from the manufacturer, micro fractures may still appear, but will not affect the performance of the Guardian System. This is not considered a defect and is therefore not covered under our warranty. As there may be an extended duration between the time of initial observation and actual execution of the job, the potential for additional cracking exists. Any cracking more than the length estimated above as determined at the time of job will be billed at the rate of \$22.00/l.f. in addition to the sum stated below.

Surfacing

Items	Description
Acrylic Resurfacer	Apply one (1) coat of NOVA, sand filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of NOVA, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

6. Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Line Sealer (or equivalent) to seal tapes for a crisp/sharp line edge.
Playing Lines	Layout, tape and hand paint 2" wide playing lines using textured acrylic white line paint (or equivalent). Dimensions of the playing lines are to conform to current configuration.

Completion

Items	Description
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Total Price: \$25,950.00

Color: As desired from color chart. Please view selections at:

[Biggest colour in Tennis — Laykold - Official Surface of the US Open.](#)

[Color Selector | Nova Sports U.S.A.](#)

Payment: Individual billings as the work progresses. A deposit may be requested for materials. Unpaid balances are subject to finance charges of 1.5% per month. Credit verification may be required. Terms: Net 10 days.

Guarantee: One (1) year against defective materials and labor unless otherwise noted.

- Standard Patch Work:** We cannot guarantee that cracks won't reappear in a short period of time.
- Guardian Crack Repair:** Guaranteed for 2 years against the reappearance of cracks that have been treated. This warranty does not cover any other areas except the areas treated.
- Polypave Court Shield:** Offers a 1-year warranty against cracks treated on the entire court surface, except for areas within 2 feet of the fence, which are not guaranteed.
- Polyester Crack Repair:** This method typically prevents treated cracks from reappearing. However, it does not come with a guarantee and is considered equivalent to standard acrylic patching material in terms of warranty coverage.

Birdbaths/Depressions:

- This item excludes major depressions or damages indicative of significant paving errors, defined as any depression deeper than 1/8 of an inch, or spanning a diameter or length greater than 5 feet.
- Issues fitting the above criteria should be addressed by the contractor responsible for the initial paving, as they fall outside the typical scope of wear-and-tear maintenance.
- North State Resurfacing will focus on improving water drainage and surface levelness but cannot guarantee complete elimination of standing water in affected areas.
- Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction.
- North State Resurfacing is not liable for rectifying extensive surface issues that are clearly a result of initial paving/construction errors. Such cases should be directed to the initial paving contractor under their warranty or service agreement.
- Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

Weather Limitations:

- Air and surface temperatures must be 50 degrees F and rising.
- Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- Installation cannot be performed if the surface temperature is above 140 degrees F.

Notes:

- This proposal may be withdrawn by us if not accepted within 30 days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- North State Resurfacing cannot guarantee that cracks won't reappear in a short period of time unless a form of guaranteed crack repair is accepted.
- Occasionally crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (bird baths) may only be minimized due to possible inadequate slope/rainage. Only one attempt will be made at the contracted price.
- The Contract Price does not include boring through any rock. North State is willing to perform said work upon the parties' mutually signing a written change order.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Excessive amounts of moisture under the court surface may affect our surface materials negatively. This condition may include, but not limited to seeping water, degradation of the asphalt and surfacing materials including dead spots and/or bubbles in our surfacing materials. North State is not responsible for these conditions. North State may recommend consulting a Geotechnical Engineer if these conditions exist.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

Gary Johnson
Phone: 9196285454

Smithfield, NC 27577

Job Address:
PO Box 2344
Smithfield, NC 27577

Print Date: 11-20-2025

Proposal for Town of Smithfield Court Resurfacing

www.northstateresurfacing.com

NC License#: 73842
VA License#: 2705157542

Thank you for allowing us to provide a proposal for your project. Established in 1990, North State Resurfacing specializes in the construction and resurfacing of tennis courts, basketball courts, pickleball courts and a wide variety of multi-use recreational surfaces.

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North State Resurfacing is also the exclusive developer and installer of the North State Polyester System – an innovative, guaranteed process for repairing cracks.

Fully licensed, bonded and insured, we have the experience and technical support to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

Authorized installer of:



Smith-Collins Park: The repair and resurfacing of one (1) tennis court.

Color to Match Existing Layout

Mobilization

Items	Description
Mobilization	Includes travel, setup, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Pressure Washing	Pressure wash entire court surface as needed
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with herbicide. North State cannot guarantee the reappearance of vegetation.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.
Patch Work	North State to clean out and patch cracks as necessary with acrylic patching material. We cannot guarantee that cracks won't reappear in a short period of time.
Guardian Crack Repair	North State to overlay major structural cracks (>3' long; approx. 500 l.f.) with the Guardian Crack Repair System. North State guarantees for 2 years against the reappearance of cracks repaired with the Guardian Crack Repair System, although existing cracks may lengthen, or new cracks may develop. As the effective performance of the Guardian System depends on its ability to expand and contract with the movement of the underlying crack, this movement may exceed the flexibility of the coatings applied to the surface. This may result in micro fractures in the surface coatings. Although North State uses the most flexible resurfacer available from the manufacturer, micro fractures may still appear, but will not affect the performance of the Guardian System. This is not considered a defect and is therefore not covered under our warranty. As there may be an extended duration between the time of initial observation and actual execution of the job, the potential for additional cracking exists. Any cracking more than the length estimated above as determined at the time of job will be billed at the rate of \$22.00/l.f. in addition to the sum stated below.

Surfacing

Items	Description
Acrylic Resurfacer	Apply one (1) coat of NOVA, sand filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of NOVA, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

Playing Lines

6. Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Line Sealer (or equivalent) to seal tapes for a crisp/sharp line edge.
Tennis Lines	Layout, tape and hand paint 2" wide playing lines using textured acrylic white line paint (or equivalent). Dimensions of the playing lines are to conform to USTA specifications.

Accessories

Items	Description
Install New Tennis Net Posts	Provide and install one (1) set of Har-Tru tennis net posts with external wind reel and removable handle.
Install New Puttermen Tennis Net	Puttermen Tennis Court Net.

Completion

Items	Description
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Total Price: \$17,950.00

Color: As desired from color chart. Please view selections at:

[Biggest colour in Tennis — Laykold - Official Surface of the US Open.](#)

[Color Selector | Nova Sports U.S.A.](#)

Payment: Individual billings as the work progresses. A deposit may be requested for materials. Unpaid balances are subject to finance charges of 1.5% per month. Credit verification may be required. Terms: Net 10 days.

Guarantee: One (1) year against defective materials and labor unless otherwise noted.

- 1. Standard Patch Work:** We cannot guarantee that cracks won't reappear in a short period of time.
- 2. Guardian Crack Repair:** Guaranteed for 2 years against the reappearance of cracks that have been treated. This warranty does not cover any other areas except the areas treated.
- 3. Polypave Court Shield:** Offers a 1-year warranty against cracks treated on the entire court surface, except for areas within 2 feet of the fence, which are not guaranteed.
- 4. Polyester Crack Repair:** This method typically prevents treated cracks from reappearing. However, it does not come with a guarantee and is considered equivalent to standard acrylic patching material in terms of warranty coverage.

Birdbaths/Depressions:

113

- This item excludes major depressions or damages indicative of significant paving errors, defined as any depression deeper than 1/8 of an inch, or spanning a diameter or length greater than 5 feet.
- Issues fitting the above criteria should be addressed by the contractor responsible for the initial paving, as they fall outside the typical scope of wear-and-tear maintenance.
- North State Resurfacing will focus on improving water drainage and surface levelness but cannot guarantee complete elimination of standing water in affected areas.
- Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction.
- North State Resurfacing is not liable for rectifying extensive surface issues that are clearly a result of initial paving/construction errors. Such cases should be directed to the initial paving contractor under their warranty or service agreement.
- Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

Weather Limitations:

- * Air and surface temperatures must be 50 degrees F and rising.
- * Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- * Installation cannot be performed if the surface temperature is above 140 degrees F.

Notes:

- This proposal may be withdrawn by us if not accepted within **30** days.
- Owner shall provide potable water and electricity to within 200' of courts.
- Suitable access to the courts shall be provided along with an area for washing our equipment.
- North State Resurfacing cannot guarantee that cracks won't reappear in a short period of time unless a form of guaranteed crack repair is accepted.
- Occasionally crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface, this should be considered normal.
- Standing water (birdbaths) may only be minimized due to possible inadequate slope/drainage. Only one attempt will be made at the contracted price.
- The Contract Price does not include boring through any rock. North State is willing to perform said work upon the parties' mutually signing a written change order.
- One (1) mobilization included, each additional @ \$3,000.00
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by miscellaneous growth under or within the asphalt surface such as roots, fungus, etc. are not guaranteed.
- Excessive amounts of moisture under the court surface may affect our surface materials negatively. This condition may include, but not limited to seeping water, degradation of the asphalt and surfacing materials including dead spots and/or bubbles in our surfacing materials. North State is not responsible for these conditions. North State may recommend consulting a Geotechnical Engineer if these conditions exist.
- Layout, traffic control, permits, testing and inspection not included unless specifically noted above.
- Not responsible for any damages to property associated with accessing the courts such as curbs, gutters, walkways, etc.
- North State Resurfacing shall not be held liable for consequences resulting from damage to underground utilities or objects that are not adequately located by the property owner and/or the governing local underground locating service.
- North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.
- Owner shall carry Fire, Tornado and any other pertinent insurance.
- Owner responsible for re-seeding grass and replacement of any shrubbery that may be disturbed during the project.
- Owner shall provide suitable area for storing materials such as fencing and electrical components.
- Owner understands that North State Resurfacing relies upon the Owner's promise to pay according to the terms of this Proposal/Contract. Therefore, a late charge of one and one half percent (1-1/2%) per month (18% per annum) will be added to all past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, North State Resurfacing shall be entitled to recover their costs and attorneys' fees, and such fees shall be added to this Proposal/Contract.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



Sport Court Carolina, Inc. DBA CourtsRus

589 Lockwood Folly Rd SE • Bolivia, NC 28422-7833 • Phone: 704-926-4072
SC Contractor License CLG 122093 • Sourcewell # 031022-GER

Gary Johnson- Director Smithfield Park & Rec
Phone: 919-934-2148

600 M. Durwood Stephenson Pkwy
Smithfield, NC 27577

Job Address:
600 M. Durwood Stephenson Pkwy.
Smithfield, NC 27577

Print Date: 1-2-2026

Smithfield - Courts Resurfacing Project

We propose the following:

Scope of Work: Surface Outdoor Court with Acrylic.

Mobilization – one mobilization included.

- Check the surface to confirm it meets coating manufacturers specifications.
- Apply 1 coat of Acrylic Resurfacer.
- Apply 2 coats of Acrylic Color playing surface.
- Paint white lines for each court.
- Clean up and remove excess materials from the job site.

Smith- Collins Park

Items	Description	Qty/Unit	Price
Acrylic Surface materials for Asphalt	Acrylic Resurfacer & color coat w/sand. Materials	11,200 SF	\$9,408.00
Paint Lines for Basketball	Paint Lines for Basketball	1 each	\$1,680.00
Paint Tennis Lines	Paint Tennis Lines	1 EA	\$1,120.00
PREP Surface for Acrylic Coating	PREP Surface for Acrylic Coatings - LABOR	2 DAY	\$5,040.00
Apply all surface materials	Apply acrylic surface to receive athletic surface & install surface.	11,200 SF	\$8,780.80

Smith- Collins Park Total: **\$26,028.80**

Smithfield Community Park

Items	Description	Qty/Unit	Price
Acrylic Surface materials for Asphalt	Acrylic Resurfacer & color coat w/sand. Materials	21,510 SF	\$18,068.40
FLOOR PREP	Surface PREP LABOR- Fill Cracks	2 DAY	\$5,040.00
Patch Binder Material	Acrylic Patch Binder, portland cement & sand.	2 ea	\$700.00
Freight Cost	Freight and Delivery	1 ea	\$1,680.00
Apply all surface materials	Apply acrylic surface. 1 coat of AR & 2 coats of color.	21,510 SF	\$16,863.84

Smithfield Community Park Total: **\$42,352.24**

Hoops Inground Basketball

Inground Basketball Hoop

Items	Description	Qty/Unit	Price
Gooseneck Basketball System w/ Perf Aluminum Rectangle BB	996-ALP-UG Gooseneck Basketball System w/ Perf Aluminum Rectangle BB & Playground Goal	1 EA	\$2,723.00
Labor - Install Inground basketball hoop	Install inground basketball hoop, dig hole 24" x 48" set anchor or post in concrete.	1 ea	\$1,400.00

Hoops Inground Basketball Total: **\$4,123.00**

Tennis & Pickleball Equip

Items	Description	Qty/Unit	Price
3" Tennis Post	Deluxe 3" OD Round Tennis Post Black or Green, Sleeves sold separately. PN RTP-300	1 Set of 2	\$466.20
Tournament Tennis Net-TTN-3	Tournament Tennis Net w/vinyl headband 41' 7" L x 42" H. Includes Center Strap	1 ea	\$260.40

Items	Description	Qty/Unit	Price
Center Strap Anchor A-2 / PRONA01	Ground Anchor for Center Strap	1 ea.	\$14.63
Center Strap & anchor	Center Strap & anchor	1 each	\$49.00
Tennis & Pickleball Equip Total:		\$790.23	

Total Price: \$73,294.27

Notes:

- The owner agrees to provide clean water and 120v power within 200' of work site. Generator rental or water tank requires an additional charge.
- Work is scheduled on a first come, first served basis. Written authorization is required before scheduling.
- Per manufactures specs, Acrylic surface cannot be applied when the surface temperature is below 50 deg. F overnight or when rain is expected within 24 hours of application.

All material is guaranteed to be as specified, and all the above will be in accordance with the owner's specifications. All work will be performed in a substantial workman like manner. Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents, or delays beyond our control. The estimate does not include material price increases, or additional labor and materials that may be required should unforeseen problems arise after the work has started. The owner of the property is responsible for carrying fire, tornado, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: **Dave Barbee** Sport Court Carolina, Inc.

David A Barbee Sr.

This proposal may be withdrawn if not accepted within **30 days**.

Note: This proposal is a legal and binding contract. No cancelations may be made. If canceled, a 25% restocking or processing fee may be charged at the determination of Sport Court Carolina, Inc. Monthly finance charges may be applied to past due accounts.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Terms — A deposit of 50% will be paid upon acceptance of this contract. Payment in full is due within 15 days of completion, 1.5% penalty every month thereafter. Quoted prices are based on cash payment.

Credit Card: If paying by credit card there will be a 3% surcharge on the total amount of the



PINAM

ITEMIZED COST ESTIMATE

SMITHFIELD COMMUNITY PARK: 600 M. DURWOOD STEPHENSON PKWY

2 BASKETBALL COURTS

Line Item #	Scope of Work Task	Total
	Clean and prepare surface prior to beginning work	
	Kill and remove growth from cracks and apply herbicide in areas where necessary	
	Apply two (2) coats of Acrylic Resurfacer to promote smooth	
1	underlayment for application of SportMaster Color System	\$31,920.00
	Fill cracks with SportMaster CrackMagic, Acrylic Patch Binder or other suitable crack fillers. Spalled areas or depressions to be filled with Acrylic Patch Binder or Acrylic Resurfacer patching mix	
2	Shallow birdbath areas will be filled with acrylic patch binder	\$1,970.00
	Apply two (2) coats line markings to match court size specifications currently present. Masking process to be used in tandem with line prime	
3	sealer Stripe Rite to create crisp lines and prevent bleed under tape.	\$4,782.50
	GRAND TOTAL	\$38,672.50

Important Notes

The current state of the court surface and subsurface may eventually lead to some cracking no matter the scope followed. Product will not be warrantied for areas where new or recurring cracking areas in the substrate occur. 1 year warranty to otherwise apply court resurfacing process.



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SMITHFIELD COMMUNITY PARK: 600 M. DURWOOD STEPHENSON PKWY

2 TENNIS COURTS

Line Item #	Scope of Work Task	Total
1	Clean and prepare surface prior to beginning work Kill and remove growth from cracks and apply herbicide in areas where necessary Apply two (2) coats of Acrylic Resurfacer to promote smooth underlayment for application of SportMaster Color System Apply two (2) coats of SportMaster Color system, USTA speed rating level 3 Apply two (2) coats of line markings in accordance with USA Pickleball Association and US Tennis Association court specifications. Masking process to be used in tandem with line prime sealer Stripe Rite to create crisp lines and prevent bleed under tape	\$46,515.00
2	Approximately 762 linear feet of large cracking to be repaired with 4.5oz fiberglass mesh (cracks > ½") Cracks < ½" will be repaired with standard crack fill methods such as SportMaster CrackMagic, Acrylic Patch Binder or other suitable crack fillers. Spalled areas or depressions to be filled with acrylic patch binder or acrylic resurfacer patching mix	\$9,802.50
3	Shallow birdbath areas will be filled with acrylic patch binder Apply two (2) coats of line markings in accordance with US Tennis Association court specifications. Masking process to be used in tandem with line primer sealer Stripe Rite to create crisp lines and prevent bleed under tape	\$3,352.50
4	Old nets to be removed and disposed of. Two (2) new Douglas TN-30 (3.0 MM) nets to be purchased and installed. Existing posts to remain and be repainted to refresh appearance	\$2,790.00
GRAND TOTAL		\$62,460.00

*****Important Notes****

The current state of the court surface and subsurface may eventually lead to some cracking no matter the scope followed. Product will not be warrantied for areas where new or recurring cracking areas in the substrate occur. 1 year warranty to otherwise apply court resurface process.



PINAM

SMITH-COLLINS PARK: 502 MARTIN LUTHER KING JR DRIVE

1 TENNIS COURT

Line Item #	Scope of Work Task	Total
	Clean and prepare surface prior to beginning work	
	Kill and remove growth from cracks and apply herbicide in areas where necessary	
	Apply two (2) coats of Acrylic Resurfacer to promote smooth underlayment for application of SportMaster Color System	
1	Apply two (2) coats of SportMaster Color system, USTA speed rating level 3	\$27,290.00
	Fill cracks with SportMaster CrackMagic, Acrylic Patch Binder or other suitable crack fillers. Spalled areas or depressions to be filled with Acrylic Patch Binder or Acrylic Resurfacer patching mix	
2	Shallow birdbath areas will be filled with acrylic patch binder	\$13,102.50
	Old nets to be removed and disposed of. Two (2) new Douglas TN-30 (3.0 MM) nets to be purchased and installed. Old posts to be excavated and new posts poured in new concrete footers per Manufacturer spec. New posts -	
3	Douglas DTP-37 Round Steel Tennis Net Posts, 3" OD	\$5,290.00
	Apply two (2) coats of line markings in accordance with USA Pickleball Association and US Tennis Association court specifications. Masking process to be used in tandem with line prime sealer Stripe Rite to create	
4	crisp lines and prevent bleed under tape	\$2,415.00
GRAND TOTAL		\$48,097.50

*****Important Notes****

On both ends of the courts, the last approximate 12 feet L x 60 feet W sections appear to be replacement sections of asphalt that were installed poorly. As a result, extensive bird-bathing, undulating, and a large ridgeline have presented. Proper procedure would be to remove these sections and place new asphalt (or the court as a whole in order to have a homogenous surface that is less likely to separate from itself like replacing only the ends may do).

To the best degree possible without asphalt replacement, this scope includes work to fill bird baths. Undulations in the court ends will remain due to their extensive nature. Efforts will be made to use patch binder to taper the ridgeline either direction to reduce the rapid height differential.

Due to the nature of the court's current condition and evidence of continuing failure, a warranty cannot be provided on this resurface project.



PINAM

PROJECT TOTALS	
Site	Subtotal
SMITHFIELD COMMUNITY PARK - (2) Basketball Courts	\$38,672.50
SMITHFIELD COMMUNITY PARK - (2) Tennis Courts	\$62,460.00
SMITH-COLLINS PARK - (1) Tennis Court	\$48,097.50
GRAND TOTAL PROJECT COST	\$149,230.00



Request for Town Council Action

Consent Greenway
Agenda Fence
Item: Repairs
Date: 1/20/2026

Subject: Greenway Fence Repair and Replacement

Department: Parks and Recreation Department

Presented by: Parks & Recreation Department - Gary Johnson

Presentation: Consent Agenda Item

Issue Statement

The Parks and Recreation Department is seeking consideration and approval to enter into contract with TEBCO Fence for the repair and replacement of 500 LF of fencing along the Buffalo Creek Greenway from the bridge at the Boy Scout Hut to the bridge at US 70 Bus.

Financial Impact

Amount of Bid & Agreement: \$ 8,000

Action Needed

Approval of entering a contract with TEBCO Fence in the amount of \$ 8,000 for the repair and replacement of 500 LF of fencing along the Buffalo Creek Greenway for the bridge at the Boy Scout Hut to the bridge at US 70 Bus.

Recommendation

Approval of entering contract with TEBCO Fence in the amount of \$ 8,000 for the repair and replacement of 500 LF of fencing along the Buffalo Creek Greenway for the bridge at the Boy Scout Hut to the bridge at US 70 Bus.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Request for Quotes
3. Bid Tabulation
4. Contractor Quotes



Staff Report

Consent Greenway
Agenda Fence
Item: Repairs

In the FY 25/26 budget, Council approved and allocated \$ 10,000 for the repair and replacement of fencing along the Buffalo Creek Greenway from the greenway bridge at the Boy Scout Hut to the US Hwy 70 Bus. Bridge. This section of fencing is in poor condition and unsafe for greenway users as this section is at the edge of the bank.

The Parks and Recreation Department issued a request for quotes for this project with five quotes received. Quotes submitted were:

TEBCO Fence	\$ 8,000.00
Blackmon's Fence Company	\$ 8,709.14
Global Fence and Supply	\$ 9,375.00
Moye Fence and Supply, Inc.	\$ 10,436.00
Pinam	\$ 35,350.00

TEBCO has completed multiple fencing projects for the Parks and Recreation Department with no issue, quality work and meeting all specifications.

The Parks and Recreation Department is seeking approval to enter into contract with TEBCO Fence in the amount of \$ 8,000 for the repair and replacement of 500 LF of fencing along the Buffalo Creek Greenway for the bridge at the Boy Scout Hut to the bridge at US 70 Bus.



REQUEST FOR QUOTES

TOWN OF SMITHFIELD

GREENWAY FENCE

Issue Date: November 10, 2025

Submission Deadline: November 24, 2025 at 3:00 PM

Request for Quotes (RFQ)

Town of Smithfield Greenway Fence

Date of Issue: November 10, 2025

Due Date for Submissions: November 24, 2025 at 3:00 PM

Installation of Black Commercial Grade Chain Link Fence – Buffalo Creek Greenway, Smithfield, NC

1.0 Project Overview

The Town of Smithfield is requesting quotes from qualified contractors for the installation of approximately 500 linear feet of commercial grade chain link fencing along the Buffalo Creek Greenway, from the Boy Scout Hut on Front Street to the Highway 70 Business Bridge. The fence shall be either bored into or surface-mounted on the existing greenway surface, as approved by the Town.

2.0 Scope of Work

- Provide and install approximately 500 LF of commercial grade chain link fence.
- Posts shall be securely installed by boring or surface-mounting into the greenway surface.
- Fence shall meet standards for durability, safety, and aesthetics appropriate for a public greenway.
- Remove all construction debris and leave site in clean condition upon completion.

3.0 Quote Requirements

- Itemized cost estimate (materials, labor, installation, and optional items). Quote and invoicing will be unit based – actually installed
- Proposed installation method (boring vs. surface-mounting).
- Estimated project timeline.

4.0 Timeline

RFQ Release Date: November 10, 2025

Quotes Due: November 24, 2025 at 3:00 PM

5.0 Submission Instructions

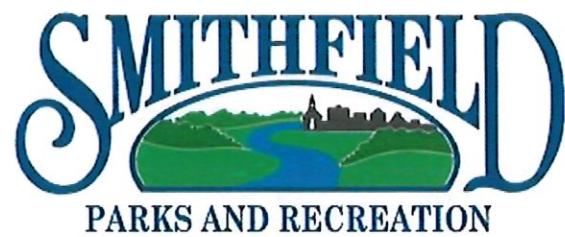
Quotes must be submitted in person, by mail or electronically. Please label submissions Buffalo Creek Greenway Fence Quote and delivered by November 24, 2025 at 3:00 PM to:

Town of Smithfield
Parks and Recreation Department
Attn: Gary Johnson
600 M. Durwood Stephenson Pkwy
PO Box 2344
Smithfield, NC 27577

Electronic submissions may also be sent to: gary.johnson@smithfield-nc.com

6.0 Contact Information

Gary Johnson, Director
Town of Smithfield
Parks and Recreation Department
Phone: (919) 934-2148
Email: gary.johnson@smithfield-nc.com



GREENWAY FENCE REPAIR QUOTES TABULATION

BIDDER	BID AMOUNT
TEBCO Fence	\$ 8,000.00
Blackmon's Fence Company	\$ 8,709.14
Global Fence and Supply	\$ 9,375.00
Moye Fence and Supply, Inc.	\$ 10,436.00
Pinam	\$ 35,350.00



PO Box 21
Wilson's Mills
North Carolina
27593
9196317065

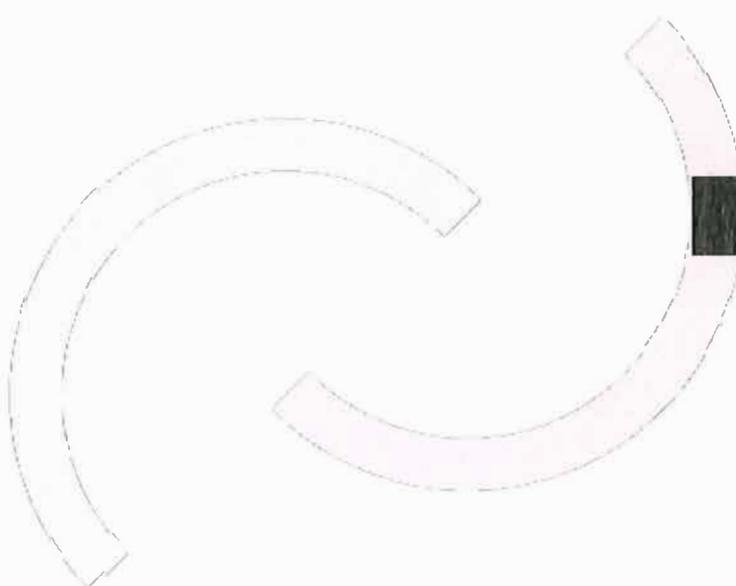
TEBCO Fence

Estimate

For: Smithfield Parks & Recreation
Gary.johnson@smithfield-NC.com
Miracle League Field

Estimate No: 2776
Date: 11/24/2025

Description	Quantity	Rate	Amount
Provide and Install Approximately 500 Linear foot of 4' tall Black Commercial Chainlink.	1	\$7,500.00	6.75% \$7,500.00
3"- terminals			
2" line			
1 5/8" top rail			
9g bottom wire			
2x8fx4' fabric			
Core Drill/ surface mount with welded plate	1	\$500.00	6.75% \$500.00
Approximately 130 linear foot			
Installation method will be determined but condition of surface, amount of and type of traffic present at the site			
If surface mounted, the post will be 2 3/8" in diameter			
		Subtotal	\$8,000.00
		Includes 6.75% (\$7,494.14)	\$505.85
		Total	\$8,000.00
		Total	\$8,000.00



Blackmon's Fence Company of Dunn
 4820 Woods Crossroads Road
 Dunn NC 28334

ALL TYPE FENCE SALES

- PRIVACY AND
- CHAIN LINK INSTALLATION
- DOG KENNELS

(910) 385-6300 cell

(910) 590-3010

(919) 894-1056 Night

DATE 11-21-85

PROPOSAL TO: Smithfield Parks
 ADDRESS: Smithfield, N.C.
 LOCATION: Greenvale Fence

SOURCE OF LEAD:

PHONE NUMBER: 919-934-2148

JOB LOG NO: _____

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practices. All posts set in concrete.

Total Height <u>4' or 5'</u>	Top Rail <u>15/8 SS-20</u>
Post Spaced <u>10' O.C.</u>	Line Post <u>2" SS-20</u>
Style Fence <u>Galv/Black</u>	End Post <u>2 1/2 SS-20</u>
Gauge <input checked="" type="checkbox"/> 9 <input type="checkbox"/> 11.5	Corner Post <u>2 1/2 SS-20</u>
Knuckled <input checked="" type="checkbox"/> <u>XXX</u>	Walk Gate Post <u>—</u>
Safeguard <input type="checkbox"/> <u>XXX</u>	Drive Gate Post <u>—</u>
TERMS	
Cash Upon Completion	

Materials and labor to install approx. 500' of 4' Black Comm. grade fence, 142' mounted to concrete approx 364' with concrete footers.

4' Black	<u>8709.14</u>
5' Black	<u>9309.80</u>
4' Galv.	<u>6952.46</u>
5' Galv.	<u>7476.02</u>
Remove existing fence.	<u>600.00</u>

TERMS OF PAYMENT:

Cash Paid Down _____

Cash Upon Comp. _____

Financing _____

MATERIAL _____

LABOR _____

TOTAL CONTRACT PRICE _____

No State or Local Sales or use taxes are included.

CUSTOMER SIGNATURE _____
 SALESMAN _____



ESTIMATE	#5711
ESTIMATE DATE	Nov 18, 2025
EXPIRATION DATE	Nov 28, 2025
TOTAL	\$9,375.00

Gary Johnson
600 M Durwood Stephenson Pkwy
Smithfield, NC 27577

✉ (919) 934-2148
✉ gary.johnson@smithfield-nc.com

CONTACT US
4108 Carolina Commercial Drive, Suite 4
Myrtle Beach, SC 29579

✉ (843) 903-6963
✉ sales@globalfenceandsupply.com

ESTIMATE

Services	qty	unit price	amount
4' High - Buffalo Creek Greenway Fence/Smithfield NC	1.0	\$0.00	\$0.00
SCOPE of WORK: Estimate priced for surface mount installation.			
500' of 4' High Black Commercial Grade - 9 Gauge Chain Link Fence	500.0	\$18.75	\$9,375.00
NO gates			
50lbs of concrete per post.			
Site Clean-up and Debris Removal			
4' High Black Chain-Link - 9 Gauge - Commercial Grade	500.0	\$18.75	\$9,375.00
Includes:			
Installation, Labor, and Materials.			
9 Gauge Wire			
50lbs of concrete per post.			
Site Clean-Up and Debris Removal			
TERMS - General Contractor - TERMS and CONDITIONS	1.0	\$0.00	\$0.00
Purchaser agrees to pay Global Fence and Supply in full according to the terms specified and, upon default thereof, to pay all collection costs, including reasonable attorney's and court costs, and waive all rights of exemption under the constitution and laws of this and any other state. The customer hereby assumes full responsibility for line locations upon which said material is to be installed and agrees to hold the seller, company, and installer harmless from all claims arising from questions of survey of said property or location of said lines and from all claims of personal injury, property damage or trespass from or using the installation of said fence materials.			

ALL CANCELLATIONS MUST BE SUBMITTED 30 BUSINESS DAYS BEFORE THE INSTALLATION DATE/TIME.

Should a change order be required, there is a minimal fee of \$250 plus additional material expenses and labor.

Services subtotal: \$9,375.00

Subtotal	\$9,375.00
Tax (SC STATE and LOCAL SALES TAX 9%)	\$0.00
Total	\$9,375.00



ESTIMATE	#5712
ESTIMATE DATE	Nov 18, 2025
EXPIRATION DATE	Nov 28, 2025
TOTAL	\$10,250.00

Gary Johnson
600 M Durwood Stephenson Pkwy
Smithfield, NC 27577

📞 (919) 934-2148
✉️ gary.johnson@smithfield-nc.com

CONTACT US
4108 Carolina Commercial Drive, Suite 4
Myrtle Beach, SC 29579

📞 (843) 903-6963
✉️ sales@globalfenceandsupply.com

ESTIMATE

Services	qty	unit price	amount
5' High - Buffalo Creek Greenway Fence/Smithfield NC	1.0	\$0.00	\$0.00
SCOPE of WORK: Estimate priced for surface mount installation.			
500' of 5' High Black Commercial Grade - 9 Gauge Chain Link Fence	500.0	\$20.50	\$10,250.00
NO gates			
50 lbs of concrete per post.			
Site Clean-up and Debris Removal			
5' High Black Chain-Link - 9 Gauge - Commercial Grade	500.0	\$20.50	\$10,250.00
Includes:			
Installation, Labor, and Materials.			
9 Gauge Wire			
50 lbs of concrete per post.			
Site Clean-up and Debris Removal			

TERMS - General Contractor - TERMS and CONDITIONS
Purchaser agrees to pay Global Fence and Supply in full according to the terms specified and, upon default thereof, to pay all collection costs, including reasonable attorney's and court costs, and waive all rights of exemption under the constitution and laws of this and any other state. The customer hereby assumes full responsibility for line locations upon which said material is to be installed and agrees to hold the seller, company, and installer harmless from all claims arising from questions of survey of said property or location of said lines and from all claims of personal injury, property damage or trespass from or using the installation of said fence materials.

ALL CANCELLATIONS MUST BE SUBMITTED 30 BUSINESS DAYS BEFORE THE INSTALLATION DATE/TIME.

Should a change order be required, there is a minimal fee of \$250 plus additional material expenses and labor.

Services subtotal: \$10,250.00

Subtotal	\$10,250.00
Tax (SC STATE and LOCAL SALES TAX 9%)	\$0.00
Total	\$10,250.00

PROPOSAL
MOYE FENCE COMPANY, INC.

5728 SPEIGHTS BRIDGE ROAD
 STANTONSBURG, NC 27883

FAX: 252-238-3764

Toll Free: 1-800-846-8880

Telephone: 252-238-3766

PROPOSAL SUBMITTED TO
Town of Smithfield

PHONE
919-628-5454

DATE
11-18-2025

STREET
PO Box 2344

JOB NAME
gary.johnson@smithfield-nc.com

CITY, STATE, ZIP
Smithfield, NC 27577

JOB LOCATION
Buffalo Creek Greenway Fence

We hereby submit specification and estimates for:

Job 1) Labor & material to install approximately 486' of the following commercial grade chain link fence, using 9 gauge core wire, 1 5/8" ss-20 top rail, 2" X 7' ss-20 line posts, 2 1/2" X 7' ss-20 terminal posts, approximately 360' of fence to be set in concrete footings and approximately 126' of fence bolted to concrete pad.

Options:

1) 4' tall galvanized.	Price - \$ 8,336.00
2) 5' tall galvanized.	Price - \$ 8,886.00
3) 4' tall black vinyl.	Price - \$10,436.00
4) 5' tall black vinyl.	Price - \$11,376.00
5) Core drill posts instead of posts on plates.	Add - \$ 700.00
6) Remove and haul away existing fence.	Add - \$ 1,550.00

Job 2) Labor & material to repair existing 4' tall residential grade black vinyl chain link fence.

Price - \$ 1,194.96

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
As quoted----- dollars (\$ As quoted).

Payment to be made as follows:

Balance due upon completion.

(1 1/2% Monthly Finance Charge or \$3.00 Minimum on Past Due Balances. \$36.00 Fee on all Returned Checks.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature Tammy C. Moye

Note: This proposal may be withdrawn by us if not accepted within _____ days. * Price subject to increase due to material prices changing daily.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Upon signing contract, Moye Fence Company will call (NC U-LOCO) 811 to identify all underground public utility lines. Further, it is customer's responsibility to locate all private lines such as water, electric, gas, cable, sewer, sprinklers, etc. This will prevent needless repair bills that will be customer's responsibility if improperly marked. I understand it will be my (customer) responsibility if I choose to proceed with fence in location where underground utilities are located. Customer should have fence lines cleared, graded and property stakes located when crew arrives. Moye Fence Company is not responsible for surveying my property or the establishment of the fence location.

Payment will be made as outlined above.
 Moye Fence Company has the right to remove fence
 if not paid in full by due date without refund.

Signature _____

Date of Acceptance: _____

Signature _____



PINAM

Town of Smithfield, Buffalo Creek Greenway Fence

Date of Proposal: November 24, 2025

This proposal is good for 30 days.

Bidder Company Name: Pinam Construction, Inc.

Phone: (919) 908-8774 Email: support@pinamconstruction.com

Project Location: Buffalo Creek Greenway, Smithfield, NC

Contact Person: Brianna Andrews, Project Manager

Phone: (984) 459-7707 Email: brianna@pinamconstruction.com

*****IMPORTANT NOTE: Alternate #1 is priced including the full scope of work rather than as an "add-on" price to the base bid scope of work. *****

Pinam Construction, Inc. proposes to provide labor, materials, and equipment to perform the following scope of work:

BASE BID

1. Supply and install 500 LF of 4' Commercial Grade Black Vinyl Chain-Link fence
 - a. 2 x 8 ga x 48" F&B Chain Link
 - b. 1-5/8" x SS20 Top Rail
 - c. 2" x SS20 Line Posts
 - d. 2.5" x SS20 Terminal/Gate Posts
 - e. All posts set approximately 2' in the ground with concrete footings
 - f. Surface conditions require each post hole to be jack hammered.
2. Remove all construction debris and leave the site in clean condition upon completion.

LABOR: \$1,414.00

MATERIAL: \$11,665.50

INSTALLATION: \$22,270.50

BASE BID TOTAL: \$35,350.00

ALTERNATE #1:

3. Supply and install 500 LF of 5' Commercial Grade Black Vinyl Chain-Link fence
 - a. 2" x 8 ga KK Fabric
 - b. 1-5/8" Top Rail



PINAM

- c. 2" Line Posts
- d. 2.5" Terminal Posts
- e. 3" Gate Posts
- f. 20 wt. framework
- g. Bottom tension wire
- h. All posts set approximately 2' in the ground with concrete footings
- i. Surface conditions require each post hole to be jack hammered.

4. Remove all construction debris and leave the site in clean condition upon completion.

LABOR: \$1,451.49

MATERIAL: \$11,974.88

INSTALLATION: \$22,861.13

ALTERNATE #1 TOTAL: \$36,287.50

Print Name and Title of Authorized Signer: Beth Marshburn, CFO/Corp.Secy
Signature of Authorized Signer: Beth Marshburn Date: 11/24/2025

– PLEASE CONTINUE TO NEXT PAGE –



PINAM

PROPOSED TIMELINE

Estimated Duration: 6–8 working days (weather dependent)

1. Pre-Construction Phase (Day 1)

Activities

- Mobilize crew, truck, tools, equipment.
- Verify fence layout with owner/representative.
- Call 811 to mark underground utilities.
- Deliver materials to staging area (posts, fabric, top rail, hardware, concrete).

Deliverables

- Approved layout line
- Material drop confirmation
- Internal Safety/tailgate meeting

2. Layout & Marking (Day 1)

Activities

- String lines to establish fence alignment.
- Mark post locations (approx. 8–10 ft centers).
- Identify areas with hard surface conditions requiring jackhammering.

3. Post Excavation & Jackhammering (Days 2–4)

Activities

- Jackhammer through compacted/hard soils/asphalt at each post location.
- Dig to 24" depth for line, terminal, gate, and corner posts.
- Clean holes and prepare for concrete pour.

Notes

- Hard soils increase production time; expected rate: **20–30 post holes/day** with jackhammer support.

4. Set Posts in Concrete (Days 3–5 – overlaps excavation)

Activities

- Set terminal/gate posts first (2.5" SS20).
- Set line posts (2" SS20) on alignment and plumb.
- Verify heights and spacing.
- Concrete placed and crowned for drainage.
- Allow concrete cure time (overnight minimum).

Cure Time

- Full structural strength after 24–48 hours



PINAM

5. Install Framework (Day 5–6)

Activities

- Install 1-5/8" SS20 top rail.
- Secure rail end cups, brace bands, tension bands.
- Install tension wire (5' alternate).
- Confirm the entire framework is level and plumb.

6. Hang Chain-Link Fabric (Day 6–7)

Activities

- Unroll and stretch 8-ga black vinyl chain-link fabric.
- Pull fabric tight and secure with tension bars.
- Use tie wires at line posts and top rail.
- Trim fabric to match grade changes.

7. Cleanup & Punch List (Day 7–8)

Activities

- Remove excess soil, concrete, cuttings, and debris.
- Final tightening and alignment check.
- Walk project with owner for approval.
- Demobilize crew and equipment.

TOTAL ESTIMATED DURATION

6–8 Working Days

- Faster if soil conditions are better than expected
- Longer if weather delays, unexpected utilities, or rock layers encountered

– END OF PROPOSAL –



Request for Town Council Action

Consent SYCC
Agenda HVAC
Item: Replacement
Date: 1/20/2026

Subject: Sarah Yard Community Center HVAC Replacement

Department: Parks and Recreation Department

Presented by: Parks & Recreation Director - Gary Johnson

Presentation: Consent Agenda Item

Issue Statement

The Parks and Recreation Department is seeking consideration and approval to enter into agreement with Heat Transfer Solutions 2, LLC for the replacement of one air conditioning and heater unit at the Sarah Yard Community Center.

Financial Impact

Amount of Bid & Agreement: \$ 7,460.22

Action Needed

Approval of entering into an agreement with Heat Transfer Solutions 2, LLC for the replacement of one air conditioning and heater unit at the Sarah Yard Community Center for \$ 7,460.22.

Recommendation

Approval of entering into an agreement with Heat Transfer Solutions 2, LLC for the replacement of one air conditioning and heater unit at the Sarah Yard Community Center for \$ 7,460.22.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. First Request for Quotes
3. Second Request for Quotes
4. Contractor Quotes



Staff Report

**Consent SYCC
Agenda HVAC
Item: Replacement**

In the FY 25/26 budget, Council approved and allocated \$ 7,500.00 for the replacement of one of the air conditioning and heater units at the Sarah Yard Community Center. The Center limped through the summer with one unit. The second unit at the center was found to be in good working order.

A request for quotes was issued and emails requests were sent to several local HVAC companies with only one quote being submitted. A second request was issued with one additional quote submitted.

Quotes received were:

Heat Transfer Solutions 2, LLC	\$ 7,460.22
Infinite Comfort	\$ 16,000.00

Heat Transfer Solutions has completed multiple repairs for the Smithfield Parks and Recreation Department including the Sarah Yard Community Center. Their work as always met specifications and expectations.

The Parks and Recreation Department is seeking approval to enter into agreement with Heat Transfer Solutions 2, LLC for the replacement of one air conditioning and heater unit at the Sarah Yard Community Center for \$ 7,460.22.



REQUEST FOR QUOTES

TOWN OF SMITHFIELD

HVAC SYSTEM- SARAH YARD COMMUNITY CENTER

Issue Date: November 10, 2025

Submission Deadline: November 24, 2025 at 3:00 PM

Request for Quotes (RFQ)

Town of Smithfield HVAC System

Date of Issue: November 10, 2025

Due Date for Submissions: November 24, 2025 at 3:00 PM

Procurement and installation of HVAC system at the Sarah Yard Community Center

1.0 Project Overview

The Town of Smithfield Parks and Recreation Department is seeking qualified contractors to provide all labor, materials, and equipment necessary for the removal and replacement of the existing HVAC system at the Sarah Yard Community Center, located in Smithfield, North Carolina. The project includes the procurement and installation of one (1) 3-ton air conditioner, one (1) 80% efficiency gas furnace, and one (1) matching evaporator coil, including all associated work to ensure a fully operational system.

2.0 Scope of Work

- Safely remove and properly dispose of the existing air conditioner, gas furnace, and evaporator coil in accordance with regulations.
- Furnish and install one (1) 3-ton air conditioning unit.
- Furnish and install one (1) 80% gas furnace.
- Furnish and install one (1) compatible evaporator coil.
- Connect all components to existing ductwork.
- Connect to existing electrical service.
- Connect to existing natural gas service.
- Pressurize system with nitrogen and check for leaks.
- Pull vacuum below 500 microns prior to charging with refrigerant.
- Ensure system is charged, balanced, and fully operational upon completion.
- Test and verify proper system operation and provide start-up report and warranty information.

3.0 Contractor Requirements

- Must be a licensed HVAC contractor in the State of North Carolina.
- Must provide proof of liability and workers' compensation insurance.
- Must provide references for similar work performed within the past three (3) years.
- All equipment must be new and carry manufacturer warranties.

4.0 Site Visit

Contractors are encouraged to visit the site prior to submitting a quote to verify conditions and confirm compatibility with existing systems. Site visits can be scheduled by contacting Gary Johnson at (919) 934-2148.

5.0 Submission Requirements

Quotes must include:

- Total project cost (including labor, materials, and disposal).
- Proposed equipment make and model numbers.
- Estimated project timeline from notice to proceed to completion.
- Warranty information for equipment and labor.

Quotes should be submitted by November 24, 2025 by 3:00 PM to:

Town of Smithfield
Parks and Recreation Department
Attn: Gary Johnson
600 M. Durwood Stephenson Pkwy
PO Box 2344
Smithfield, NC 27577

Electronic submissions may also be sent to: gary.johnson@smithfield-nc.com

6.0 Evaluation and Award

Quotes will be evaluated based on cost, contractor qualifications, equipment quality, and timeline. The Town of Smithfield reserves the right to accept or reject any and all quotes and to award the contract in the best interest of the Town.

7.0 Project Location

Sarah Yard Community Center
909 E. Lee St.
Smithfield, NC 27577

8.0 Contact Information

Gary Johnson, Director
Town of Smithfield
Parks and Recreation Department
Phone: (919) 934-2148
Email: gary.johnson@smithfield-nc.com



2nd REQUEST FOR QUOTES

TOWN OF SMITHFIELD

HVAC SYSTEM- SARAH YARD COMMUNITY CENTER

Issue Date: December 10, 2025

Submission Deadline: January 5, 2026 at 5:00 PM

Request for Quotes (RFQ)

Town of Smithfield HVAC System

Date of Issue: December 10, 2025

Due Date for Submissions: January 5, 2026 at 5:00 PM

Procurement and installation of HVAC system at the Sarah Yard Community Center

1.0 Project Overview

The Town of Smithfield Parks and Recreation Department is seeking qualified contractors to provide all labor, materials, and equipment necessary for the removal and replacement of the existing HVAC system at the Sarah Yard Community Center, located in Smithfield, North Carolina. The project includes the procurement and installation of one (1) 3-ton air conditioner, one (1) 80% efficiency gas furnace, and one (1) matching evaporator coil, including all associated work to ensure a fully operational system.

2.0 Scope of Work

- Safely remove and properly dispose of the existing air conditioner, gas furnace, and evaporator coil in accordance with regulations.
- Furnish and install one (1) 3-ton air conditioning unit.
- Furnish and install one (1) 80% gas furnace.
- Furnish and install one (1) compatible evaporator coil.
- Connect all components to existing ductwork.
- Connect to existing electrical service.
- Connect to existing natural gas service.
- Pressurize system with nitrogen and check for leaks.
- Pull vacuum below 500 microns prior to charging with refrigerant.
- Ensure system is charged, balanced, and fully operational upon completion.
- Test and verify proper system operation and provide start-up report and warranty information.

3.0 Contractor Requirements

- Must be a licensed HVAC contractor in the State of North Carolina.
- Must provide proof of liability and workers' compensation insurance.
- Must provide references for similar work performed within the past three (3) years.
- All equipment must be new and carry manufacturer warranties.

4.0 Site Visit

Contractors are encouraged to visit the site prior to submitting a quote to verify conditions and confirm compatibility with existing systems. Site visits can be scheduled by contacting Gary Johnson at (919) 934-2148.

5.0 Submission Requirements

Quotes must include:

- Total project cost (including labor, materials, and disposal).
- Proposed equipment make and model numbers.
- Estimated project timeline from notice to proceed to completion.
- Warranty information for equipment and labor.

Quotes should be submitted by January 5, 2026 by 5:00 PM to:

Town of Smithfield
Parks and Recreation Department
Attn: Gary Johnson
600 M. Durwood Stephenson Pkwy
PO Box 2344
Smithfield, NC 27577

Electronic submissions may also be sent to: gary.johnson@smithfield-nc.com

6.0 Evaluation and Award

Quotes will be evaluated based on cost, contractor qualifications, equipment quality, and timeline. The Town of Smithfield reserves the right to accept or reject any and all quotes and to award the contract in the best interest of the Town.

7.0 Project Location

Sarah Yard Community Center
909 E. Lee St.
Smithfield, NC 27577

8.0 Contact Information

Gary Johnson, Director
Town of Smithfield
Parks and Recreation Department
Phone: (919) 934-2148
Email: gary.johnson@smithfield-nc.com



HEAT TRANSFER SOLUTIONS 2, LLC

Heat Transfer Solutions 2, LLC

1702 Chicopee Road | Benson, North Carolina 27504
919-662-7848 | www.htsnc.com License# 36093 Class 1

RECIPIENT:

Town of Smithfield

P.O. Box 761
Attn: Public Works
Smithfield, NC 27577
Phone: 919-934-2116 ext 1135

Quote #370

Sent on

Jan 05, 2026

Total

\$7,460.22

SERVICE ADDRESS:

909 East Lee Street
Sarah Yard Community Center
Smithfield, North Carolina 27577

Product/Service	Description	Qty.	Total
Equipment	Rheem 3 -ton air conditioner Rheem 80 percent gas furnace Rheem evaporator coil.	1	\$5,615.00
Labor 2 Technicians	2 technicians 10 hours each	20	\$1,500.00
Miscellaneous Materials		1	\$650.00

Subtotal	\$7,765.00
Discount (10.0%)	- \$776.50
Johnston County (6.75%)	\$471.72
Total	\$7,460.22

Remove existing gas furnace, a/c, and coil.
Install new gas furnace and coil.
Connect to existing duct work.
Connect to existing electrical.
Pressurize with nitrogen.
Pull vacuum below 500 microns.

This quote is good for 30 days. Please feel free to give us a call with any questions or concerns. Thank you for your consideration and we look forward to being of service.

****Financing Available****

Signature: _____ Date: _____

Gary Johnson

From: Infinite Comfort Bids <bids@infinitecomfortnc.com>
Sent: Monday, January 5, 2026 4:38 PM
To: Gary Johnson
Subject: Bid Submission – HVAC System Replacement | Sarah Yard Community Center
Attachments: ACORD+25+(2016-03)+for+Town+of+Smithfield.pdf

Dear Mr. Johnson,

Please accept this letter as our formal bid submission for the **procurement and installation of a new HVAC system at the Sarah Yard Community Center**, located at 909 E. Lee Street, Smithfield, NC, in accordance with the Town of Smithfield Request for Quotes issued December 10, 2025.

Project Understanding

We propose to provide all labor, materials, equipment, and disposal necessary to remove and replace the existing HVAC system, including one (1) 3-ton air conditioning unit, one (1) 80% efficiency gas furnace, and one (1) matching evaporator coil, fully installed and operational.

Scope of Work

- Removal and proper disposal of existing HVAC equipment
- Furnish and install **new Trane HVAC equipment**, including:
 - **Trane 3-Ton Air Conditioner – Model 5TTR4036A1000A**
 - **Trane 80% AFUE Gas Furnace – Model S8X1B080M4PSCC**
 - **Trane Matching Evaporator Coil – Model 5TXCB003AS3HCA**
- Connection to existing ductwork, electrical service, and natural gas service
- Nitrogen pressure testing and leak inspection
- Evacuation to below 500 microns prior to refrigerant charging
- System charging, balancing, testing, and commissioning
- Final startup, verification of proper operation, and delivery of warranty documentation

All work will be performed in accordance with applicable codes, manufacturer requirements, and industry best practices.

Proposed Equipment

All equipment furnished under this proposal shall be **new Trane brand equipment**:

- Air Conditioner: **Trane 5TTR4036A1000A – 3 Ton**

- Gas Furnace: **Trane S8X1B080M4PSCC – 80% AFUE**
- Evaporator Coil: **Trane 5TXCB003AS3HCA**

Project Cost

Total Lump Sum Price: \$ 16,000.00

(Includes labor, materials, equipment, disposal, startup, and testing.)

Project Schedule

- **Estimated Duration:** 2 to 3 business days
- **Start:** Within 5 days of Notice to Proceed

Warranty

- **Equipment Warranty: 10-Year Trane Manufacturer Warranty**
- **Labor Warranty: 1-Year Warranty on Workmanship**

Insurance

Proof of **general liability, automobile liability, and workers' compensation insurance** is included with this submission.

Contractor Qualifications

- Licensed HVAC Contractor – State of North Carolina License # 32208
- Fully insured (liability and workers' compensation) attached to email
- References available for similar projects completed within the past three (3) years

We appreciate the opportunity to submit this proposal and look forward to working with the Town of Smithfield. Please feel free to contact us with any questions or for additional information.

Sincerely,

Jason Connole
VP of Operations
Infinite Comfort
Mobile: 919-559-1161
Office: 919-263-9041

[Infinite Comfort | Expert HVAC Services](#)



Request for Town Council Action

Consent Advisory
Agenda Board
Item Appointments

Date: 01/20/2026

Subject: Advisory Board Appointments

Department: General Government

Presented by: Town Clerk – Elaine Andrews

Presentation: Consent Agenda Item

Issue Statement

The Town Council action is requested for the consideration of applications received for appointment to Town of Smithfield Advisory Boards and Commissions. Staff has received one application from Jane Shipman for reappointment to the Library Board of Trustees, and one application for Andrew Tamer for the Recreation Advisory Committee. Council is requested to review and consider Board appointments.

Financial Impact

N/A

Action Needed

The Town Council is asked to review and consider Advisory Board appointments as outlined in the Staff Report.

Recommendation

Staff recommends Town Council consideration and approval of Town Advisory Board appointments.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Board Application(s)



Staff Report

Consent Agenda Item Advisory Board Appointments

Board Appointment Requests:

- **Jane Shipman** -Has submitted an application for consideration to be reappointed to a third term on the **Library Board of Trustees**.
- **Andrew Tamer** – Has submitted an application to be appointed for a first term on the **Recreation Advisory Committee**

Current Board vacancies are as follows:

- Appearance Commission – 3 positions
- Historic Preservation Commission – 2 positions
- Parks and Recreation Advisory Commission – 3 regular positions
1 High School Liaison positions
- Planning Board - 1 regular in-town member positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: Shipman Jane C
(Last) (First) (MI)

Home Address: 610 S. Third St. (First) Smithfield NC 27577 (MI)

Business Name & Address: N/A

Telephone Numbers: N/A (Home) 252-423-0954 (Mobile) jshippy720@gmail.com (Email)

Please check the Board(s) that you wish to serve on:

- Appearance Commission
- Board of Adjustment In Town Resident
- Board of Adjustment ETJ Member
- Historic Properties Commission
- Library Board of Directors

- Parks/Recreation Advisory Commission
- Planning Board In-Town Resident
- Planning Board ETJ Resident
- Other: _____

Interests & Skills: books, reading, writing, hiking, travelling, conversation, problem solving

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

Recent Job Experiences: retired

Civic or Service Organization Experience: _____

Town Boards previously served on and year(s) served: currently serving as chair person on the library board

Please list any other Boards/Commissions/Committees on which you currently serve: n/a

Why are you interested in serving on this Board/Commission/Committee? On-going interest in
Community Literacy

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Jane C. Shipman

Signature: Jane C. Shipman

Date: 12/30/2025

Return completed for to:

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

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



Town of Smithfield Board, Commission, or Committee Application

Name: Tamer, Andrew T.

(Last)

(First)

(MI)

Home Address: 720 Sunset Drive, Smithfield, NC 27577

Business Name & Address: N/A

Telephone Numbers: 3364077344
(Home) 3364077344 (Mobile) andrewtamer@gmail.com (Email)

Please check the Board(s) that you wish to serve on:

<input type="checkbox"/> Appearance Commission	<input checked="" type="checkbox"/> Parks/Recreation Advisory Commission
<input type="checkbox"/> Board of Adjustment In Town Resident	<input type="checkbox"/> Planning Board In-Town Resident
<input type="checkbox"/> Board of Adjustment ETJ Member	<input type="checkbox"/> Planning Board ETJ Resident
<input type="checkbox"/> Historic Properties Commission	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Library Board of Directors	_____

Interests & Skills: Interested in anything outdoors and athletic. I work well with others and am a creative person.
With

3 children, we utilize Smithfield facilities frequently and I wish to do my part to make this town

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

Recent Job Experiences: I serve as the Assistant General Counsel to the North Carolina State Auditor. Previously, I served as a prosecutor in Wayne, Pitt, and Johnston Counties. I also serve as the Brigade Judge

Civic or Service Organization Experience: None

Town Boards previously served on and year(s) served: None

Please list any other Boards/Commissions/Committees on which you currently serve: None

Why are you interested in serving on this Board/Commission/Committee?
My children and I frequently use the river trail, SRAC, and other parks in and around Smithfield. Both of my oldest children
play sports through the town, with the youngest surely joining them in the future. I want to have an impact on what our

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Andrew _____

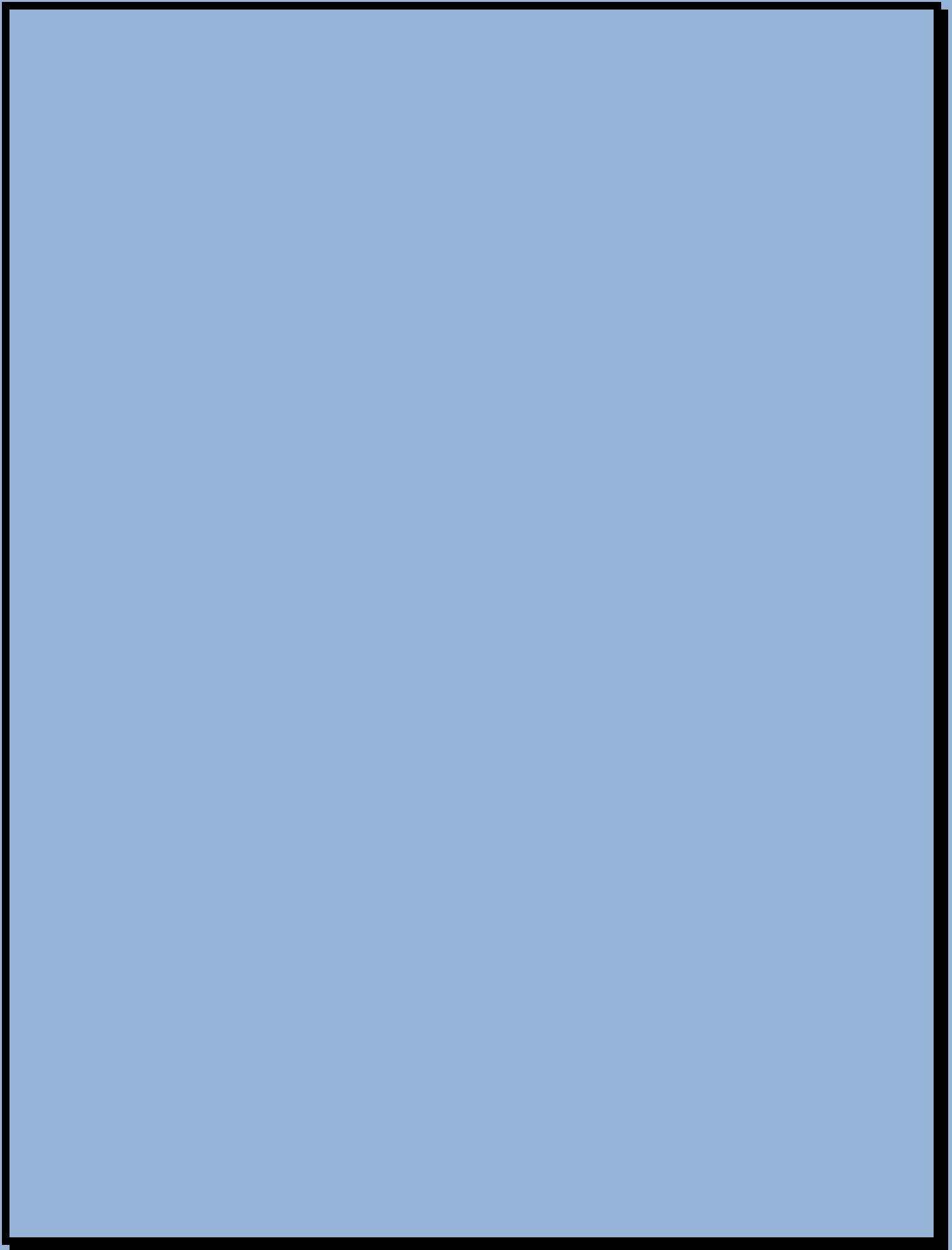
Signature:  _____ Date: 6 January _____

Return completed for to:

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

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

Business Items





Request for Town Council Action

Business **Electricities**
Agenda **BOC**
Item:
Date: **1/20/2026**

Subject: Electricities Board of Commissioners

Department: General Government - Administration

Presented by: Assistant Finance Director – Kim Pickett

Presentation: Business Agenda Item

Issue Statement

With Town Manager Scott's upcoming retirement, a reappointment is required to fill his seat on the Electricities Board of Commissioners.

Financial Impact

None

Action Needed

Approval or denial of the appointment of Assistant Town Manager Kim Pickett as the Town of Smithfield's representative for the Electricities Board of Commissioners, replacing Town Manager Mike Scott.

Recommendation

Staff recommends approval.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Appointment Instructions and Oath



STAFF REPORT

Business Electricities
Agenda BOC
Item:

Manager Mike Scott has served as the Town of Smithfield's NCEMPA Commissioner since his appointment as Town Manager. With his upcoming retirement, it is necessary to appoint a new representative for this position. It is recommended that Mrs. Pickett be named as the replacement NCEMPA Commissioner. Mrs. Pickett previously served in this role and brings valuable institutional knowledge, along with a demonstrated understanding of the mission, goals, and operations of Electricities and the Town of Smithfield. Her prior experience will ensure continuity of representation and allow the Town to remain effectively engaged without interruption during this transition.

VIA E-MAIL

TO: Kim Pickett 1501.56 Smithfield
Assistant Town Manager

FROM: Amy Blinson
Lead Executive Assistant

DATE: January 6, 2026

SUBJECT: NCEMPA (A1) Board of Commissioners (BOC)

Per your request, please find attached the blank oath for the commissioner position for the EA BOC. Based on Michael Scott's retirement from Smithfield that will leave the commissioner position vacant. Tec Credle holds the 1st alternate commissioner position and Travis Scott holds the 2nd alternate commissioner.

The appointment will need to take place in official council meeting. Thereafter, the oath can be administered and notarized. Please send the finalized form to me. A copy of the meeting minutes can be sent at a later date when they have been approved.

Please note that Ted Credle is the Smithfield member of the EA Rate Committee and the alternate is vacant. It has been vacant for quite some time. If someone is appointed to serve in this role as backup it is not required to be done in council meeting. This can be communicated at any time. A ratification of the rate committees takes place monthly for the EC Board of Directors' approval.

Please let me know if you have any questions regarding the oath and meeting minutes that are required. Thank you very much for your attention to this matter.

adb

Attachment

OATH

I, _____, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as Commissioner of North Carolina Municipal Power Agency Number 1, and that I will adhere to and abide by the ElectriCities' Ethical and Professional Code of Conduct, so help me God.

Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(NOTARY SEAL HERE)