



Mayor

M. Andy Moore

Mayor Pro-Tem

Sloan Stevens

Council Members

Dr. Gettys Cohen, Jr.

Travis Scott

Doris Wallace

John A. Dunn

Stephen Rabil

Roger A. Wood

Town Attorney

Robert Spence, Jr.

Interim Town Manager

Kimberly Pickett

Finance Director

Tracy Stubblefield

Town Clerk

Elaine Andrews

Town Council

Agenda

Packet

Meeting Date: Tuesday, July 21, 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
July 21, 2026
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations:

Page:

- 1. Proclamation – National Night Out**
(M. Andy Moore – Mayor) See attached information.....1
- 2. DSDC Update–** Will Be Presented at the Council Meeting
(Interim Town Manager – Kimberly Pickett)

Public Hearings:

- 1. Rezoning Request – RZ-26-03:** Maria Dawod is requesting a general rezoning of a ±0.5-acre tract from the existing B-3 zoning district to the R-6 zoning district. This property is located at 14 Peedin Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 15007027
(Planning Director – Brent Reck) See attached information.....2
- 2. Rezoning Request – RZ-26-04:** Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ±90.39 acres from the existing R-10 and R-20 zoning districts to the O&I zoning district. These properties are identified by Johnston County Tax ID Nos 14A03005A and 15004020A.
(Planning Director – Brent Reck) See attached information.....19
- 3. Conditional Zoning Request – CZ-26-01:** The Grace Mills Jackson Family Trust is requesting a conditional rezoning of a ±13.883-acre tract from the existing R-20A zoning district to B-3CZ. This property is located at 3063 Buffalo Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 14L09028.
(Planning Director – Brent Reck) See attached information.....38

Citizens' Comments:

Consent Agenda Items:

- 1. Approval of minutes:**
 - a. May 18, 2026 – Recessed Budget Session.....57
 - b. May 19, 2026 – Regular Session.....62
 - c. May 19, 2026 - Closed Session (Under a Separate Cover)
 - d. June 2, 2026 - Regular Session.....81
 - e. June 16, 2026 – Regular Session.....100

- 2. Special Event: JoCo Tourism Block Party Temporary Use Permit (TUP)**
Request: The Council is being asked to allow Johnston County Tourism to hold a Block Party at 234 Venture Drive on July 31, 2026. There will be amplified sound from 3:00 pm to 5:00 pm and food trucks will be on site for food purchases.
 (Planning Director – Brent Reck) See attached information.....106

- 3. Special Event: Bulldog Harley-Davidson Waffles & Wheels - August 1, 2026:**
 Bulldog Harley-Davidson is requesting TUP approval to conduct this event at 1043 Outlet Center Drive. The event will be held from 11:00 am to 4:00 pm. Amplified sound will be used, alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
 (Planning Director – Brent Reck) See attached information.....111

- 4. Special Event: Bulldog Harley-Davidson Too Broke for Sturgis -August 8, 2026:** Bulldog Harley-Davidson is requesting TUP approval to hold this event at 1043 Outlet Center Drive from the hours of 11:00 am to 6:00 pm. Amplified sound will be used, alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
 (Planning Director – Brent Reck) See attached information.....121

- 5. Special Event: Bulldog Harley-Davidson Extra Extra Ride All About It – August 15, 2026:** Bulldog Harley-Davidson is requesting TUP approval to hold this event at 1043 Outlet Center Drive from the hours of 11:00 am to 4:00 pm. Alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
 (Planning Director – Brent Reck) See attached information.....135

- 6. Special Event: Bulldog Harley-Davidson Bulldogs and Backpacks – August 22, 2026:** Bulldog Harley-Davidson is requesting TUP approval to hold this event at 1043 Outlet Center Drive from the hours of 11:00 am to 4:00 pm. Amplified sound will be used, alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
 (Planning Director – Brent Reck) See attached information.....144

- 7. Special Event: Bulldog Harley-Davidson Bike Night – August 27, 2026:** Bulldog Harley-Davidson is requesting TUP approval to hold this event at 1043 Outlet Center Drive from the hours of 5:00 pm to 8:00 pm. Amplified sound will be used, alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
 (Planning Director – Brent Reck) See attached information.....150

- 8. Special Event: Bulldog Harley-Davidson Kickstands and Cold Ones – August 29, 2026:** Bulldog Harley-Davidson is requesting TUP approval to hold this event at 1043 Outlet Center Drive from the hours of 11:00 am to 4:00 pm. Alcohol will be served to customers 21 years or older with valid ID, and a food truck will be on site selling food.
(Planning Director – Brent Reck) See attached information.....157
- 9. Career Ladder Promotion:** The Public Utilities Department respectfully requests the consideration of a career ladder promotion that will advance an employee from an Electric Line Technician to an Advanced Electric Lineman.
(Public Utilities Director – Ted Credle) See attached information.....164
- 10. Consideration and request for approval of Resolution No. 809 (15-2026) for the Police Department to apply for a GHSP Grant:** The Police Department is requesting to submit to the Governors Highway Safety Program (GHSP) to renew a one officer traffic safety team within the police department.
(Police Chief – Pete Hedrick) See attached information.....168
- 11. Consideration and request for approval of Resolution Nos. 810 (16-2026) and 811 (17-2026) for Lead Service Line Grant Funding.**
(Public Utilities Director – Ted Credle) See attached information.....186
- 12. Consideration and request for approval of Resolution No. 812 (18-2026) for the disposition of surplus property for sale by electronic auction via auctionsinternational.com.**
(Town Clerk – Elaine Andrews) See attached information.....192
- 13. Consideration and request for approval of Resolution No. 813 (19-2026) commemorating the Restoration and the Re-dedication of the Freedman’s Schoolhouse in Smithfield, NC**
(Interim Town Manager – Kimberly Pickett) See attached information.....196
- 14. Consideration and request for approval of Resolution 814 (20-2026) authorizing a real estate transaction at 1000 Lemay Street, Smithfield, NC:** The Town of Smithfield and Planning Department is requesting a land quitclaim of Lot 3 on Lemay Street, Smithfield, NC in order for the neighboring church to obtain a well-defined title.
(Interim Town Manager – Kimberly Pickett) See attached information.....199
- 15. Consideration and request for approval of Resolution No. 815 (21-2026) for granting of Easement Agreement between the Town of Smithfield and JoCo Cre, LLC.**
(Interim Town Manager – Kimberly Pickett) See attached information.....211
- 16. Consideration and request for approval of contract with Motorola in the amount of \$250,000 for replacement of portable radios for the Fire Department.**
(Fire Chief – Jeremy Daughtry) See attached information.....221
- 17. Consideration and request for approval of a contract with Dell in the amount of \$841 for server software.**
(Finance Director – Tracy Stubblefield) See attached information.....237

- 18. Consideration and request for approval of a contract with Cellbrite in the amount of \$25,690 for digital intelligence equipment for the Police Department.**
(Police Chief – Pete Hedrick) See attached information.....242
- 19. Consideration and request for approval of a contract with Duncan- Parnell for the estimated cost of \$15,161.70 for a new plotter and printer for the Planning Department.**
(Planning Director – Brent Reck) See attached information.....248
- 20. Consideration and request for approval of a contract with Anthem Sports in the amount of \$8,541.91 for the purchase of soccer goals for the Parks and Recreation Department.**
(Parks and Recreation Director – Gary Johnson) See attached information.....257
- 21. Consideration and request for approval of the Municipal Service District Contract with the DSDC Contract with Amendments**
(Interim Town Manager – Kimberly Pickett) See attached information.....262

Business Items:

- 1. Consideration and request for approval of Ordinance No. 529-2026 for Controlled Access in Town Parks**
(Parks & Recreation Director – Gary Johnson) See attached information.....276

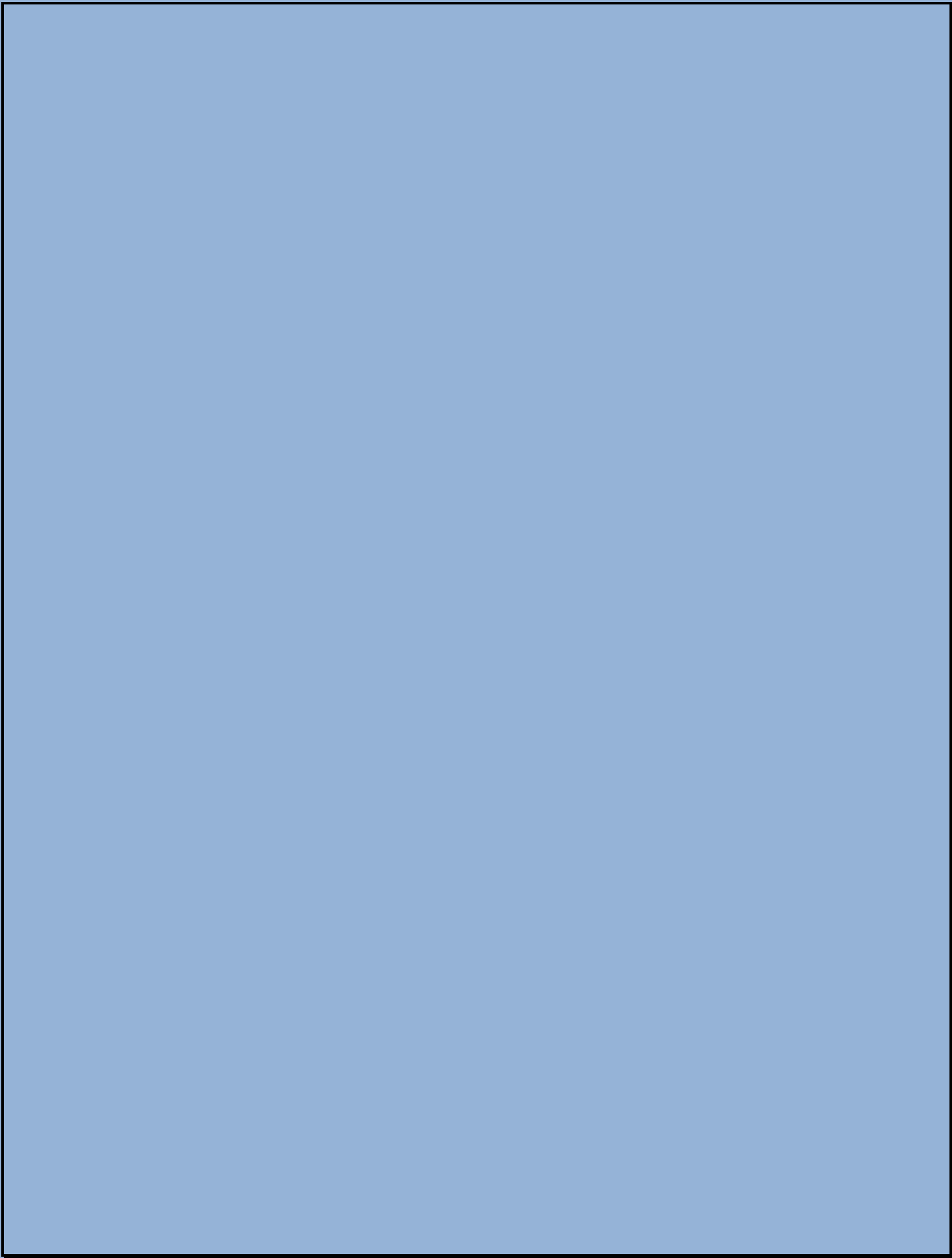
Councilmember's Comments

Town Manager's Report

Closed Session Pursuant to NC G.S. 143-318.11 (a)(6)

Adjourn

Presentations



**TOWN OF SMITHFIELD PROCLAMATION
PROCLAIMING AUGUST 4, 2026, AS
NATIONAL NIGHT OUT
IN THE TOWN OF SMITHFIELD, NORTH CAROLINA**

WHEREAS, the Town of Smithfield has joined the National Association of Town Watch (NATW) in support of its Annual National Night Out community-building campaign to be held on **Tuesday, August 4, 2026**; and

WHEREAS, since 1984, the National Night Out campaign has provided a unique opportunity for neighbors in Smithfield to join communities across the nation in promoting cooperative police-community crime prevention efforts and strengthening neighborhood relationships; and

WHEREAS, National Night Out encourages partnerships between law enforcement and the community, fostering camaraderie and cooperation to make our neighborhoods safer, stronger, and more caring places to live, work, and raise families; and

WHEREAS, the Smithfield Police Department welcomes the opportunity to bring law enforcement officers and neighbors together in a positive environment while increasing public awareness of crime prevention, drug prevention, and community safety initiatives; and

WHEREAS, the Smithfield Police Department demonstrates its commitment to public safety through valuable community partnership programs, including Tip411, a crime prevention and anonymous reporting application; providing law enforcement presence and assistance at community events upon request; child passenger safety seat initiatives; School Resource Officers serving our schools; and numerous other community engagement efforts; and

WHEREAS, the Town of Smithfield greatly values its Police Department and recognizes the dedication, professionalism, and tireless service its officers and staff provide in protecting the lives, property, and well-being of the citizens of Smithfield every day;

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield, North Carolina, along with members of the Town Council do hereby proclaim **August 4, 2026**, as

"NATIONAL NIGHT OUT"

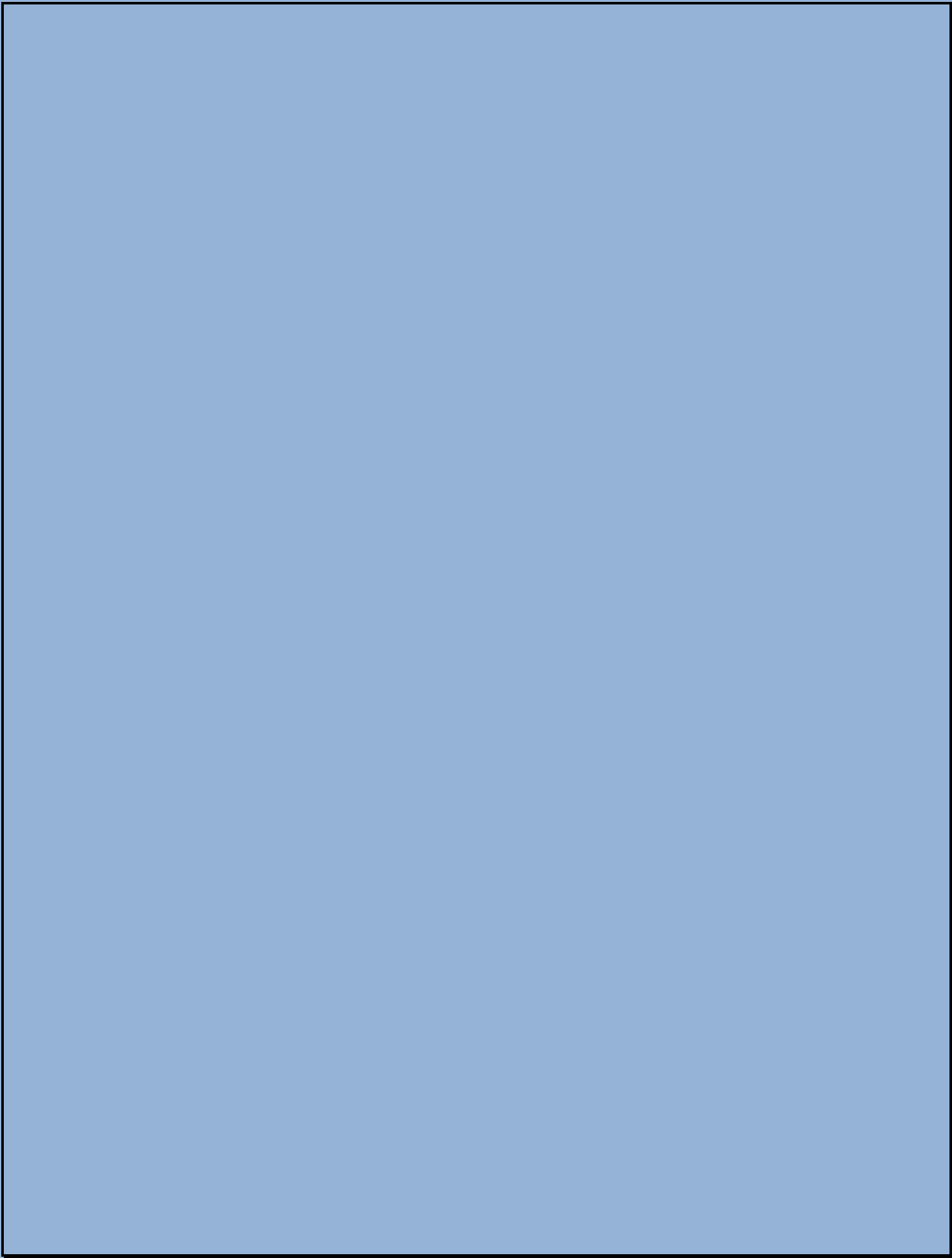
in the Town of Smithfield and encourage all residents to participate in National Night Out activities, support crime prevention programs, strengthen relationships with their neighbors and local law enforcement, and work together to build a safer, stronger, and more connected community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Smithfield, North Carolina, to be affixed this **21st day of July, 2026**.



M. Andy Moore, Mayor
Town of Smithfield, North Carolina

Public Hearings





Request for Town Council Action

**Public
Hearing:** RZ-26-03
Date: 07/21/2026

Subject: Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director - Brent Reck
Presentation: Public Hearing

Issue Statement

Maria Dawod is requesting a general rezoning of a ± 0.5 -acre tract from the existing B-3 zoning district to the R-6 zoning district.

Financial Impact

None.

Action Needed

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

Recommendation

Planning Staff recommends approval of the rezoning, RZ-26-03, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Presentation Maps
5. Site Plan Map
6. Adjacent Properties Info
7. Public Notice Sign Placements
8. Legal Affidavit



Staff Report

Public
Hearing: RZ-26-03

REQUEST:

Maria Dawod is requesting a general rezoning of a ± 0.5 -acre tract from the existing B-3 zoning district to the R-6 zoning district. This property is located at 14 Peedin Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 15007027.

PROPERTY LOCATION:

This property is located at 14 Peedin Rd, Smithfield, NC 27577 on the west side of Peedin Road across from Wolfpack Lane.

CURRENT SITE DATA:

Tax ID#	15007027
Acreage:	± 0.497 acres
Present Zoning:	B-3 (Highway Entranceway Business District)
Proposed Zoning:	R-6 (High Density - Single, Two, & Multi-Family Residential District)
Existing Use:	Vacant Lot
Proposed Use	Build a single-family residence
Town/ETJ:	Town Limits
Fire District:	Smithfield
School Impacts:	None
Parks and Recreation:	None
Water Provider:	Town of Smithfield
Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

EXISTING CONDITIONS/ENVIRONMENTAL:

There are no structures on the property it is entirely cleared, vacant, and flat. The property is not in a flood zone and there are no streams, creeks or other water features onsite.

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

	Zoning	Existing Land Uses
North	B-3	Gas Station/Convenience Store
South	R-6	Residential
East	B-3	Vacant Lot
West	B-3	North Smithfield Bapt. Church

ANALYSIS:

The parcel contains what was originally lots 27-30 of the *Edgerton Park Subdivision* (originally platted in 1950). Looking at the original plat compared to modern satellite imagery you'll see a majority of the lots did end up being developed into residences while the lots fronting Brightleaf Blvd. (US 301) were consolidated and turned into commercial properties.

Using older satellite imagery and older Google Street View images, you can see that there were formerly two (2) homes on this property. One was demolished sometime between 2005 and 2008 and the other between 2010 and 2013.

If rezoned the applicant has stated their plan is to build a single-family residence on this property.

PEDESTRIAN PLAN:

The Smithfield Pedestrian Plan shows this section along Peedin Road as needing a "Proposed Sidewalk". Staff will ask that at the time of re-development a Town standard driveway and sidewalk be installed.

COMPREHENSIVE PLAN:

The *Smithfield Town Plan - Future Land Use Map* has this area guided for 'Commercial'. Should the rezoning occur the Future Land Use Map is to be amended to reflect the new land use per (G.S. 160D-605(a)).

If the property is rezoned and the Future Land Use Map is amended the property would then be considered consistent with the Town Plan.

CONSISTENCY STATEMENT:

With approval of the rezoning, the Planning Board/Town Council is required to adopt a statement describing whether the action **is or is not** consistent with adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest.

- o **Consistency with the Comprehensive Growth Management Plan** - *The rezoning request is not currently consistent with the town's comprehensive plan.*
- o **Consistency with the Unified Development Code** – *The site will be required to develop in accordance the R-6 zoning district standards and all other relevant UDO standards.*
- o **Compatibility with Surrounding Land Uses** – *There is a small pocket of residential properties along Peedin Road, with proper buffering and good site development, the property considered for rezoning will be compatible with surrounding land uses.*

PLANNING BOARD RECOMMENDATION:

At the June 4th, 2026 Planning Board meeting the board made the following recommendation; Jaime Beasley made a motion to recommend approval of Zoning Map Amendment RZ-26-03, finding the request to be consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and further finding that the amendment is reasonable and in the public interest. The motion was seconded by John Keeley and carried unanimously.

RECOMMENDATION:

Planning Staff recommends approval of RZ-26-03 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDED MOTION:

Staff recommends the following motion:

“Motion to recommend approval of zoning map amendment, RZ-26-03, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”

**THE TOWN OF SMITHFIELD
TOWN COUNCIL
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
RZ-26-03**

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

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

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

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

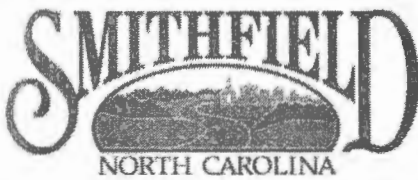
That the Town Council recommendation regarding map amendment RZ-26-03 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment RZ-26-03 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

REZONING APPLICATION

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

Name of Project: Single Family home Acreage of Property: Lot is 0.5 Acre

Parcel ID Number: 15007027 Tax ID: 06004013

Deed Book: 7094 Deed Page(s): 962-964

Address: 14 Peedin Rd. smithfield (NC) 27577

Location: _____

Existing Use: Commercial Proposed Use: Residincial

Existing Zoning District: _____

Requested Zoning District _____

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

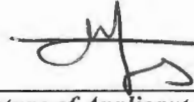
File Number: RZ-26-03 Date Received: 4-24-2026 Amount Paid: _____

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 zoning map amendment. 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.

Antonyous Bibawi

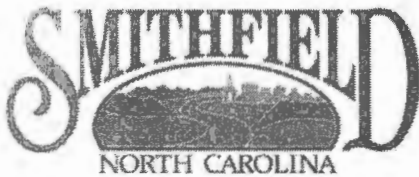
Print Name



Signature of Applicant

04-22-2026

Date



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

OWNER'S CONSENT FORM

Name of Project: Single family home Submittal Date: 04-22-2026

OWNERS AUTHORIZATION

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

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

[Signature]
Signature of Owner

Antonyous Bibawi
Print Name

04-22-2026
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

Print Name

Date

FOR OFFICE USE ONLY

File Number: RZ-26-03

Date Received: 4-24-2026

Parcel ID Number: _____

RZ-26-03 Peedin Road Rezoning

File Number:
RZ-26-03

Project Name:
Peedin Rd. Rezoning

Location:
14 Peedin Rd, Smithfield,
NC 27577

Tax ID#:
15007027

Existing Zoning:
B-3

Property Owner:
Maria Dawod
& Antonyous Bibawi

Applicant:
Maria Dawod & Antonyous
Bibawi

Town/ETJ:
Town



Map created by Micah Woodard,
Planner I on 5/20/2026

Map Scale
1" = 135'

RZ-26-03 Peedin Road Rezoning

File Number:
RZ-26-03

Project Name:
Peedin Rd. Rezoning

Location:
14 Peedin Rd, Smithfield,
NC 27577

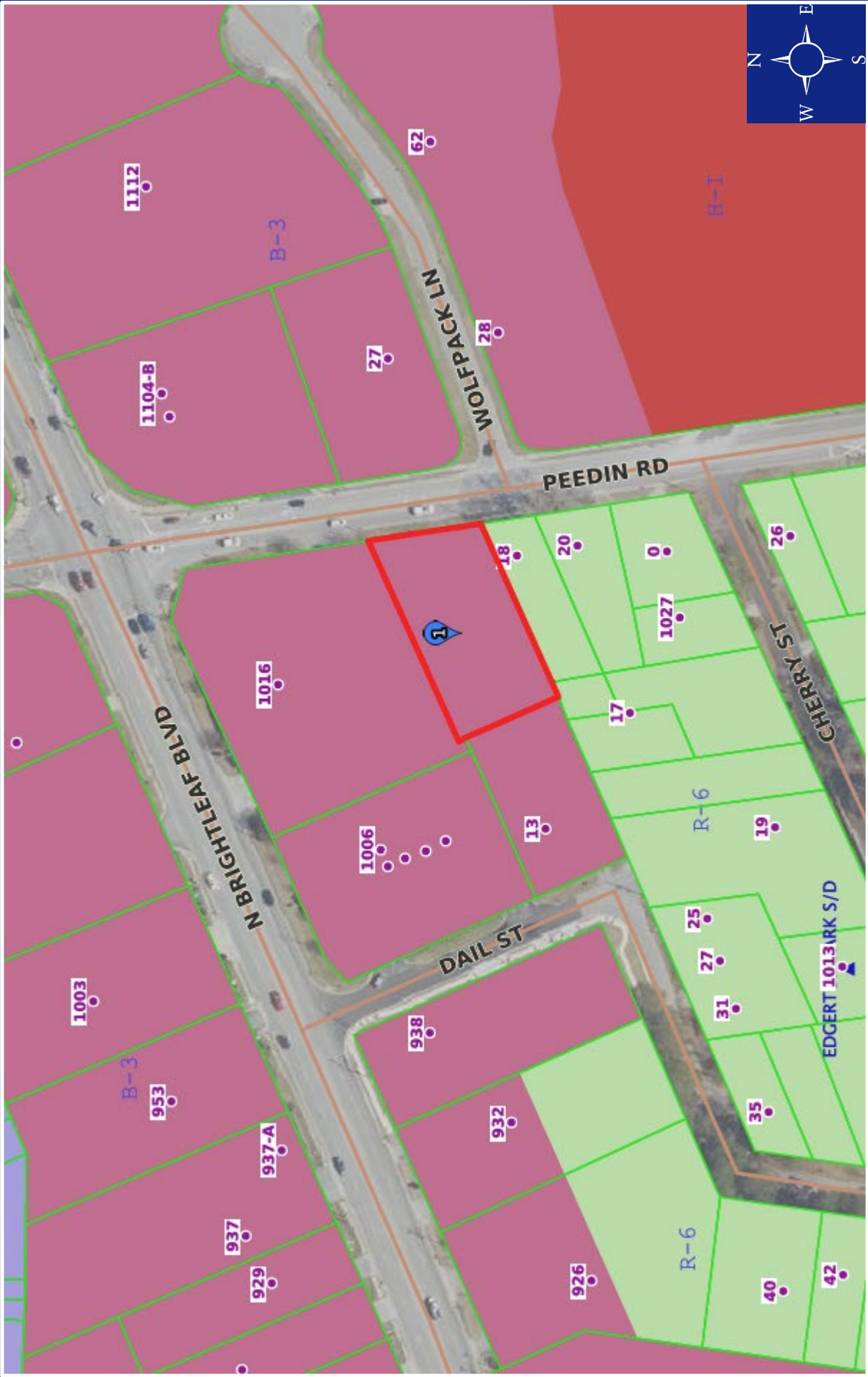
Tax ID#:
15007027

Existing Zoning:
B-3

Property Owner:
Maria Dawod
& Antonyous Bibawi

Applicant:
Maria Dawod & Antonyous
Bibawi

Town/ETJ:
Town



Map created by Micah Woodard,
Planner I on 5/20/2026

Map Scale
1" = 135'

WILCOHESS, LLC

DB 2614, PG 557

PARCEL ID NO. 15007025

ZONED B-3

SEE GROUND NOTE

PARCEL ID NO. 15007026

508°42'54"E
51.06'

111.50'
51.79'

SEE GROUND NOTE

2.11'

TOTAL AREA IN MERGED LOTS
0.497 Acres
21,649 SF

216°81'
N65°43'32"E
100'

10,236 SF
PG 21,649 SF

50.00'

21.24'

50.00'

65.00'

35.07'

22.29'

186.86'
S65°43'47"W
153.31'

N/F

ABEL RIVERA-SANCHEZ

NO. 5012 DB 271

TE LINE
55°32'30"W
14.71'

N30°58'38"W
7.35'

49.98'
N23°23'30"W

FIELD
IRCH

50.11'
N24°12'36"W

56°42'43"W
566.69'

31.44'

RZ-26-03 Peedin Road - Adjacent Properties List

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
15007027	DAWOD, MARIA	BIBAWI, ANTONYOUS	68 KENILWORTH ST		CLAYTON, NC 27527-9061
15007038	STOVER, JAMES MICHAEL		219 CHAPIN ST		GREENVILLE, SC 29605-3805
15007031	MARQUEZ, LUIS TOLENTINO	TOLENTINO, SINTIA APARICIO	258 W CHURCH ST		ANGIER, NC 27501-8206
15007030A	BRASWELL, BRENDA W.		17 DAIL ST		SMITHFIELD, NC 27577-4703
15007006	TWIFORD PONY FARM LLC		3993 ARROW DR		RALEIGH, NC 27612
15007030C	BRITO, VANESA GUADALUPE AGUILERA		1538 CAIN RD		FAYETTEVILLE, NC 28303-4021
15007029	ABRI PROPERTY INVESTMENTS, LLC		18 E PEEDIN RD		SMITHFIELD, NC 27577-4710
15007022	NORTH SMITHFIELD BAPT CHURCH				
15L10023F	VESTA ENTERPRISES, INC			PO BOX 1457	SMITHFIELD, NC 27577-1457
15007029A	BRASWELL, BRENDA W.		17 DAIL ST		SMITHFIELD, NC 27577-4703
15007030B	BRITO, VANESA GUADALUPE AGUILERA		1538 CAIN RD		FAYETTEVILLE, NC 28303-4021
15007002	DUFF, ALEXANDER	DUFF, LYNDA	4 ROOSEVELT AVE		CLAYTON, NC 27520-6522
15007019	NORTH SMITHFIELD BAPTIST CHURCH		19 DAIL ST		SMITHFIELD, NC 27577-4703
15004022C	KS BANK INC			PO BOX 661	SMITHFIELD, NC 27577-0661
15007018	MASSENGILL, W C	MASSENGILL, GRACE S		PO BOX 208	FOUR OAKS, NC 27524-0208
15007023	BALAJI VENTURE LLC		1909 OLD PRESERVE CT		RALEIGH, NC 27615-1260
15007030	BRITO, VANESA GUADALUPE AGUILERA		1538 CAIN RD		FAYETTEVILLE, NC 28303-4021
15007037	WEEKS, LINDA DIANE		1020 CHERRY ST		SMITHFIELD, NC 27577-4702
15007005	MEDLIN, THOMAS E. JR.	LAWRENCE, JENNIFER M.		PO BOX 2624	BLOWING ROCK, NC 28605-2624
15007003	KS BANK INC			PO BOX 661	SMITHFIELD, NC 27577-0000
15007003A	AUTO DEALERS INVESTMENTS, INC.	SALVATORE ENTERPRISES INC	6100 CRESCENT KNOLL DR		RALEIGH, NC 27614-8954
15007032	LAMPE & MALPHRUS LUMBER COMPANY			PO BOX 150	SMITHFIELD, NC 27577-0150
15007047	MARIA OMAIRA REYES GARZON REVOCABLE LIVING TRUST		1013 CHERRY ST		SMITHFIELD, NC 27577-4701
15007020	NORTH SMITHFIELD BAPT CHURCH				
15007021	BRASWELL, BRENDA W.		17 DAIL ST		SMITHFIELD, NC 27577-4703
15004001A	CM INVESTMENTS LLC		5841 DAHLBERG DR		RALEIGH, NC 27603-7804
15007025	WILCOHESS LLC			539 S MAIN ST	FINDLAY, OH 45840
15007036	GIBBS, DEBORAH S			PO BOX 1775	SMITHFIELD, NC 27577-0000
15L10023E	BRANCH BANKING & TRUST CO			PO BOX 167	WINSTON SALEM, NC 27102-0167
15004013S	LL HOLDINGS, LLC		930 N BOYLAN AVE		RALEIGH, NC 27605-1406



PLANNING DEPARTMENT

Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS' CERTIFICATION

I, Micah Woodard, hereby certify that downtown property owners were notified by First Class Mail on 7/2/26 of the Public Hearing on **July 21, 2026**, for following petition(s), **RZ-26-03, RZ-26-04, and CZ-26-01.**

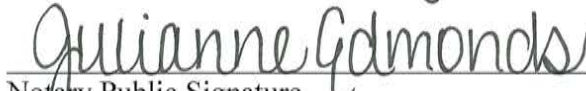


Signature

Johnston County, North Carolina

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

2nd day of July, 2026



Notary Public Signature

Julianne Edmonds

Notary Public Name

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





POSTED
Public Notice Sign
RZ-26-03

07/01/2026 10:49

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Johnstonian News - (Johnston County), a newspaper printed and published in the City of Smithfield, County of Johnston, State of North Carolina, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 1, 2026

NOTICE ID: xYiZKjvuPow2MELQZ71j

NOTICE NAME: TC 7/21/26

Publication Fee: 87.50

I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 07/01/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

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, July 21st, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-26-03 Peedin Road Rezoning:

Maria Dawod is requesting a general rezoning of a ±0.5-acre tract from the existing B-3 zoning district to the R-6 zoning district. This property is located at 14 Peedin Rd. Smithfield, NC 27577, further identified by Johnston County Tax ID 15007027.

RZ-26-04 Continued Parks Rezoning:

Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ±90.39 acres from the existing R-8 and R-20 zoning districts to the O&I zoning district. These properties are identified by Johnston County Tax ID #'s 14A03005A and 15004020A.

CZ-26-01 Grace Mills Jackson Family Trust Conditional Rezoning:

The Grace Mills Jackson Family Trust is requesting a conditional rezoning of a ±13.883-acre tract from the existing R-20A zoning district to the B-3 zoning district. This property is located at 3063 Buffalo Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 14L09028.

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

July 1, 2026



Request for Town Council Action

Public Hearing:	RZ-26-04
Date:	07/21/2026

Subject: Zoning Map Amendment
Department: Planning Department
Presented by: Planning Director - Brent Reck
Presentation: Public Hearing

Issue Statement

Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ± 90.39 acres from the existing R-10 and R-20A zoning districts to the O&I zoning district.

Financial Impact

None.

Action Needed

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

Recommendation

Planning Staff recommends approval of the rezoning, RZ-26-04, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application/Statement of Justification
4. Presentation Maps
5. Adjacent Properties Info
6. Public Notice Sign Placements
7. Legal Affidavit



Staff Report

Public
Hearing:

RZ-26-04

REQUEST:

Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ± 90.39 acres from the existing R-10 and R-20 zoning districts to the O&I zoning district. These properties are identified by Johnston County Tax ID #'s 14A03005A and 15004020A.

PROPERTY LOCATION:

These parcels are almost entirely landlocked, they are located south of the Smithfield Community Park, east of Buffalo Road and west of the Eden Woods and Fairfield Subdivisions.

CURRENT SITE DATA:

Tax ID#	14A03005A and 15004020A
Acreage:	± 90.39 acres
Present Zoning:	R-10 and R-20A
Proposed Zoning:	O&I
Existing Use:	Recreation (Buffalo Creek Greenway)
Proposed Use	Recreation (Future Parks and Rec Expansion)
Town/ETJ:	Town Limits
Fire District:	Smithfield
School Impacts:	None
Parks and Recreation:	Increased visitation
Water Provider:	Town of Smithfield
Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

EXISTING CONDITIONS/ENVIRONMENTAL:

There are no structures on either parcel and they both are entirely wooded and marshy. Buffalo Creek flows through both parcels and therefore a large portion of both parcels is within in a flood hazard area. Buffalo Creek is a labeled *blue line* or *intermittent stream* and therefore a 50' riparian buffer would be required to remain on either side of the stream.

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

	Zoning	Existing Land Uses
North	O&I	Smithfield Community Park
South	O&I	Office Uses some vacant lots
East	R-10	Residential
West	R-20A, R-10, R-8,	Residential, more wooded land

ANALYSIS:

While 'Parks and Recreation areas' are allowed in *almost* every zone; our anchor park 'Smithfield Community Park' is zoned O&I.

Both parcels abut one another and are adjacent to Community Park. By rezoning these parcels, it ensures consistency and continuity with all the other Town owned Parks and Rec sites/town facilities (Smith Collins Park, Talton Park, Civitan Field, etc.)

PEDESTRIAN PLAN:

The Smithfield Pedestrian Plan shows a "Proposed Multiuse Path" spurring off of the existing Greenway and connecting to the dead end/intersection of Canterbury Road and Runneymede Place. There currently aren't funds or grants lined up to create this Multiuse Path, but it still slated as integral per our plan.

COMPREHENSIVE PLAN:

The *Smithfield Town Plan - Future Land Use Map* has this area guided partly for 'Medium Density Residential' and the other being 'Conservation and Open Space'. Should the rezoning occur the Future Land Use Map is to be amended to reflect the new land use per (G.S. 160D-605(a)).

If the property is rezoned and the Future Land Use Map is amended the property would then be considered consistent with the Town Plan.

CONSISTENCY STATEMENT:

With approval of the rezoning, the Planning Board/Town Council is required to adopt a statement describing whether the action **is or is not** consistent with adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest.

- o **Consistency with the Comprehensive Growth Management Plan** - *The rezoning request is partly consistent with the town's comprehensive plan. If rezoned the area will still serve as public recreation and open space.*
- o **Consistency with the Unified Development Code** – *The site will be required to develop in accordance the O&I zoning district standards and all other relevant UDO standards.*
- o **Compatibility with Surrounding Land Uses** – *Both parcels are densely forested which grants the benefit of already having a natural buffer. Any future development for the purposes of expanding our Town Parks and Rec facilities will be buffered well and compatible to surrounding areas/neighborhoods.*

PLANNING BOARD RECOMMENDATION:

At the June 4th, 2026 Planning Board meeting the board made the following recommendation; Luke Stancil made a motion to recommend approval of Zoning Map Amendment RZ-26-04, finding that it is consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. The motion was seconded by Jaime Beasley. The motion passed by a vote of 4-1, with John Keeley voting in opposition.

RECOMMENDATION:

Planning Staff recommends approval of RZ-26-04 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDED MOTION:

Staff recommends the following motion:

“Motion to recommend approval of zoning map amendment, RZ-26-04, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”

**THE TOWN OF SMITHFIELD
TOWN COUNCIL
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
RZ-26-04**

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

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

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

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

That the Town Council recommendation regarding map amendment RZ-26-04 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment RZ-26-04 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



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

REZONING APPLICATION

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

Name of Project: Continued Parks Acreage of Property: 90.39

Parcel ID Number: 14A03005A + 15004020A Tax ID: _____

Deed Book: 6978 / 2935 Deed Page(s): 440 / 77

Address: no site address

Location: Backside of community park

Existing Use: N/A Proposed Use: Parks + Recreation

Existing Zoning District: R-10 / R-20A

Requested Zoning District O + I Both

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: RZ-26-04 Date Received: 4-22-2026 Amount Paid: _____

OWNER INFORMATION:

Name: Town of Smithfield
Mailing Address: 350 E Market St Smithfield 27577
Phone Number: 919-934-2116 Fax: 919-989-8937
Email Address: Kimberly.Pickett@Smithfield-nc.com

APPLICANT INFORMATION:

Applicant: Town of Smithfield - Kimberly Pickett
Mailing Address: 350 E Market St Smithfield 27577
Phone Number: 919-934-2116 Fax: 919-989-8937
Contact Person: Kimberly Pickett
Email Address: Kimberly.Pickett@Smithfield-nc.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a rezoning application. This information is required to be present on all plans, except where otherwise noted:

- ☒ A map with metes and bounds description of the property proposed for reclassification.
- ☒ A list of adjacent property owners.
- ☒ A statement of justification.
- ☐ Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

Please See attached

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 zoning map amendment. 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.

Kimberly T Pickett
Print Name


Signature of Applicant

4/22/24
Date



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

OWNER'S CONSENT FORM

Name of Project: Continued Parks

Submittal Date: 4/22/20

OWNERS AUTHORIZATION

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

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

Kimberly T Pickett
Signature of Owner

Kimberly T Pickett
Print Name

4/22/20
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.

Kimberly T Pickett
Signature of Owner/Applicant

Kimberly T Pickett
Print Name

4/22/20
Date

FOR OFFICE USE ONLY

File Number: RZ-26-04

Date Received: 4-22-2026

Parcel ID Number:

Statement of Justification for Rezoning

Parcels: 14A03005A and 15004020A

The Town of Smithfield respectfully submits this request to rezone Parcel 14A03005A from R-10 (Residential) and Parcel 15004020A from R-20A (Residential-Agricultural) to O&I (Office and Institutional).

On October 14, 2025, the Town acquired Parcel 14A03005A through donation. This parcel is adjacent to and contiguous with the existing Community Park property. Rezoning this parcel to O&I will ensure consistency with the zoning designation of surrounding Town-owned park properties and will allow for its incorporation into the broader Community Park for public recreational use. This action aligns with the Town's long-term vision of expanding and enhancing public amenities and open space for residents.

Parcel 15004020A is also contiguous to the Community Park and the aforementioned parcel. A significant portion of this property lies within a designated floodway, which substantially limits its development potential for residential or commercial purposes. Given these constraints, rezoning the parcel to O&I is appropriate to facilitate its use for passive recreational purposes and park expansion. This classification supports the preservation of environmentally sensitive areas while allowing the Town to utilize the property in a manner that benefits the public.

The proposed rezoning of both parcels to O&I is consistent with the surrounding land uses, promotes logical and orderly development patterns, and advances the Town of Smithfield's commitment to enhancing public recreational facilities and preserving open space.

For these reasons, the Town respectfully requests approval of this rezoning application

RZ-26-04 Continued Parks Rezoning

File Number:
RZ-26-04

Project Name:
Continued Parks Rezoning

Location:
South of Smithfield
Community Park, east of
Buffalo Road and west of
Eden Woods and Fairfield
Subdivisions.

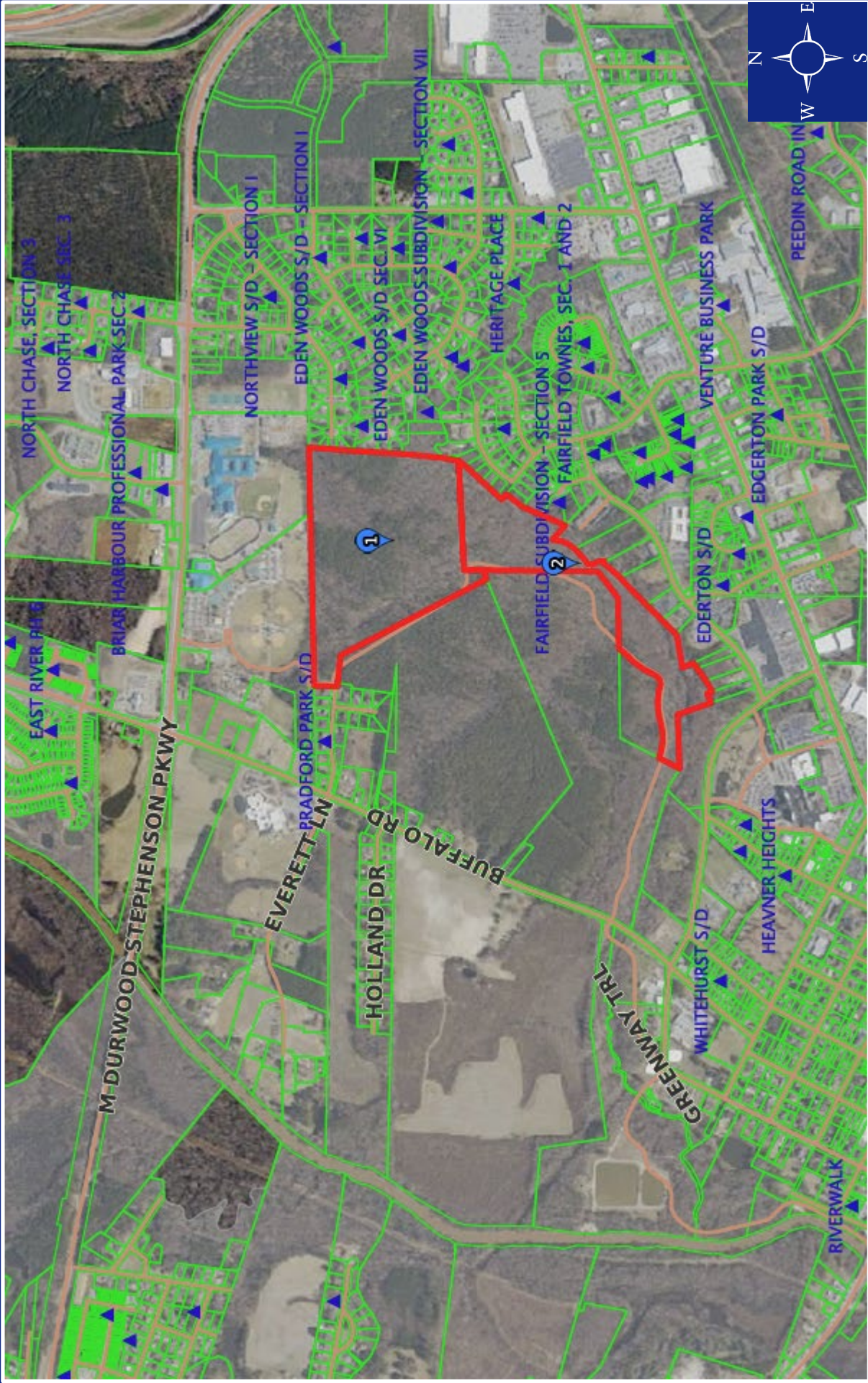
Tax ID#:
14A03005A // 15004020A

Existing Zoning:
R-10 and R-20A

Property Owner:
Town of
Smithfield

Applicant:
Town of Smithfield

Town/ETJ:
Town



Map created by Micah Woodard,
Planner I on 5/20/2026

Map Scale
1" = 1,333'

RZ-26-04 Continued Parks Rezoning

File Number:
RZ-26-04

Project Name:
Continued Parks Rezoning

Location:
South of Smithfield
Community Park, east of
Buffalo Road and west of
Eden Woods and Fairfield
Subdivisions.

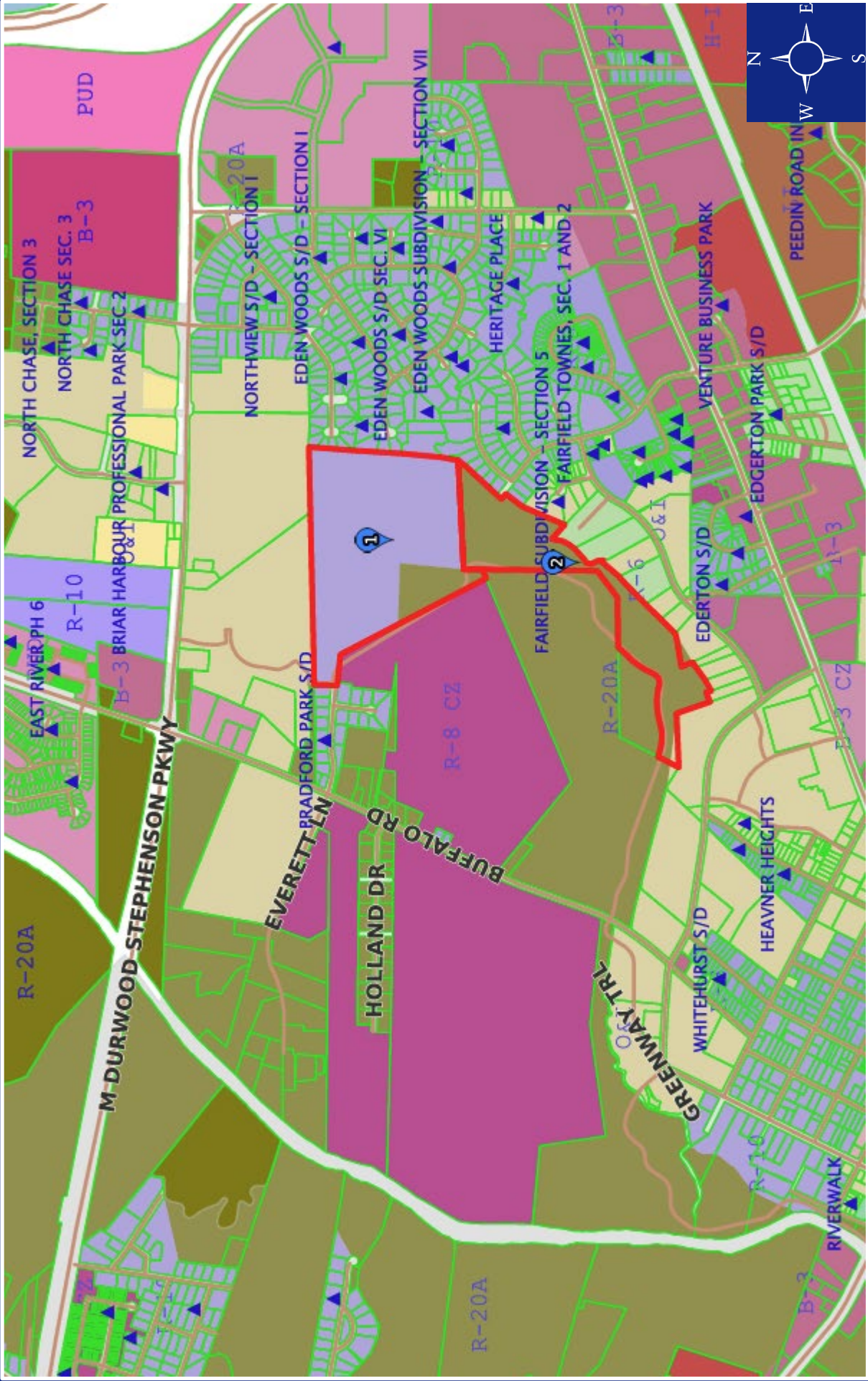
Tax ID#:
14A03005A // 15004020A

Existing Zoning:
R-10 and R-20A

Property Owner:
Town of
Smithfield

Applicant:
Town of Smithfield

Town/ETJ:
Town



Map created by Micah Woodard,
Planner I on 5/20/2026

Map Scale
1" = 1,333'

RZ-26-04 Continued Parks Rezoning - Adjacent Properties List

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14A03005A	TOWN OF SMITHFIELD			PO BOX 761	SMITHFIELD, NC 27577-0761
14057010X	BAILEY-KHALIL, LORRAINE	KHALIL, SAMIR	78 BROOKWOOD DR		SMITHFIELD, NC 27577-4863
14057013B	VESTA ENTERPRISES, INC.			PO BOX 1457	SMITHFIELD, NC 27577-1457
14057010M	LOYE, TONY M	LOYE, JOYCE B	84 BROOKWOOD DR		SMITHFIELD, NC 27577-0000
15004019A	LEARY, DAVID FOY	SOSA, HECTOR MANUEL ANDRADE	10 RUNNEYMEDE PL		SMITHFIELD, NC 27577-4811
15004017F	ARGUETA, BETSY M		6 RUNNEYMEDE PLACE		SMITHFIELD, NC 27577-0000
15004016B	GALLEUR, CHRISTIAN TYLER	GALLEUR, MARISSA LYNN	8 RUNNEYMEDE PL		SMITHFIELD, NC 27577-4811
15004018V	CALLES, JAVIER OMAR LOPEZ	CALDERON, CLAUDIA PATRICIA CRUZ	214 W CAROLINE AVE APT A		SMITHFIELD, NC 27577-5138
14075038M	SAPP, BERNARD		104 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14075038O	BRUTON, SHEILA H		105 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14075031C	GRUBBS, JAMES FRANKLIN	GRUBBS, KAREN M	101 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14A03005	MATTAMY HOMES LLC		11000 REGENCY PKWY STE 110		CARY, NC 27518-8518
14075030A	TOWN OF SMITHFIELD			PO BOX 761	SMITHFIELD, NC 27577-0761
14057154N	BEGEAL, JEFFREY PAUL		62 WHITE OAK DR		SMITHFIELD, NC 27577-0000
14057154S	PETRY, MAHLEN D	PETRY, BRENDA W	63 WHITE OAK DR		SMITHFIELD, NC 27577-4806
14057154V	SANDERS, TRACY L	SANDERS, NATASHIA	55 WHITE OAK DRIVE		SMITHFIELD, NC 27577-0000
14075021A	JOHNSTON COUNTY BOARD OF	EDUCATION		P O BOX 1336	SMITHFIELD, NC 27577-1336
14057154K	SHEEHAN, KEVIN M.		65 GLEN RD STE 132		GARNER, NC 27529-7943
14057154M	SMITH, DECORRIS L.		60 WHITE OAK DR		SMITHFIELD, NC 27577-4807
14057154L	ARMM ASSET COMPANY 1 LLC		3903 S CONGRESS AVE	#40298	AUSTIN, TX 78704-0201
14057154P	ACACIA PROPERTIES BY SYDNEY SMITH, LLC		1993 EARPSBORO RD		ZEBULON, NC 27597-7473
14056199	AVID HOMEBUYERS, LLC			PO BOX 531	SMITHFIELD, NC 27577-0531
14057154Q	ACACIA PROPERTIES BY SYDNEY SMITH, LLC		1993 EARPSBORO RD		ZEBULON, NC 27597-7473
14075033	JOHNSTON COUNTY BOARD OF	EDUCATION		PO BOX 1336	SMITHFIELD, NC 27577-0000
14057010R	AUBER, SYLVESTER FREDRICK	AUBER, LINA LEMUELLA	83 BROOKWOOD DRIVE		SMITHFIELD, NC 27577-0000
14057010S	WASHINGTON, BRIAN		79 BROOKWOOD DR		SMITHFIELD, NC 27577-4864
14057010Y	HOLLOMAN, ZEBBIE SCOTT	HOLLOMAN, ANGELA	82 BROOKWOOD DR		SMITHFIELD, NC 27577-4863
14057010C	STRICKLAND, TAMMY SUE		8 HEATHER COURT		SMITHFIELD, NC 27577-0000
14057154R	G2 PROPERTIES I, LLC		149 BAYHILL DR		SMITHFIELD, NC 27577-8937
14057010O	DIMSDALE, B KEITH	DIMSDALE, ANGELA W	92 BROOKWOOD DRIVE		SMITHFIELD, NC 27577-4863
14057010P	MORGAN, GARNELL A.	MORGAN, LISA	91 BROOKWOOD DR		SMITHFIELD, NC 27577-4864
14057155A	MARTINEZ, JOSE A	MARTINEZ, JULIANNA P	53 WHITE OAK DR		SMITHFIELD, NC 27577-4806
14057154T	STELZNER, DAVID R.		1305 LYNNWOOD RD		KNIGHTDALE, NC 27545-9705
14057154U	RACKLEY, SYLVIA W. JOINT TENANTS (WROS)	RACKLEY, SHERRY JOINT TENANTS (WROS)	59 WHITE OAK DR		SMITHFIELD, NC 27577-4806
15004198	EVANS, BOBBY WAYNE	EVANS, JEANNE MOORE	12 RUNNEYMEDE PLACE		SMITHFIELD, NC 27577-0000
15004021M	M.T. MURPHY CONSTRUCTION CO., INC		9220 FAIRBANKS DR STE 210		RALEIGH, NC 27613-1406
14057010N	ASC REALTY LLC		PO BOX 883		CLAYTON, NC 27528-0883
14075038N	GODWIN, DEBRA WINDHAM		201 PARKWAY DR		SMITHFIELD, NC 27577-8334
14075029B	CAREY, JORDAN	CAREY, ASHLEY	105 PARKWAY DR		SMITHFIELD, NC 27577-8332
14075038S	BUCKNER, RICHARD	BUCKNER, SHANDA	106 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
14057009I	AUBER, SYLVESTER F	AUBER, LINA L	83 BROOKWOOD DRIVE		SMITHFIELD, NC 27577-0000
15004021J	DAVIDSON, SAMANTHA		5287 MOONLIGHT TRL SW		CONCORD, NC 28025-8801
15004009D	DAVIDSON, SAMANTHA		5287 MOONLIGHT TRL SW		CONCORD, NC 28025-8801
14075030E	TOWN OF SMITHFIELD			PO BOX 761	SMITHFIELD, NC 27577-0761
14075031D	HERBERT, LORY JOCASTA-RICHBURG		104 PARKWAY DR		SMITHFIELD, NC 27577-8331
14A03007	MAC 2008 LLC		2790 MARRIOTTSVILLE RD		MARRIOTTSVL, MD 21104-1626
14075031B	SCOTT, TRAVIS		109 PARKWAY DRIVE		SMITHFIELD, NC 27577-0000
14075038F	GANDOLPH, SCOTT S	GANDOLPH, LISA	111 PARKWAY DR		SMITHFIELD, NC 27577-0000
14075038G	LAUDIE, RICHARD L	LAUDIE, PATSY E.	203 PARKWAY DR		SMITHFIELD, NC 27577-8334
14K09007	WORLEY, RONALD GLENN	WORLEY, MICHAEL LYNN	108 QUAIL RUN		SMITHFIELD, NC 27577-0000
14075038I	BRYANT, WANDA B.		103 COBBLESTONE CT		SMITHFIELD, NC 27577-7102
15004021L	M.T. MURPHY CONSTRUCTION CO., INC		9220 FAIRBANKS DR STE 210		RALEIGH, NC 27613-1406
15004020A	TOWN OF SMITHFIELD			P O BOX 761	SMITHFIELD, NC 27577-0000
14057010D	HERRMANN, SHAWN L	HERRMANN, LEANNE M	10 HEATHER COURT		SMITHFIELD, NC 27577-0000
14057010Q	GRANADOS, RICARDO		87 BROOKWOOD DR		SMITHFIELD, NC 27577-4864
15004009	BRENNAN, THOMAS	BRENNAN, ROSEANNE	11 RUNNEYMEDE PL		SMITHFIELD, NC 27577
15004021K	M.T. MURPHY CONSTRUCTION CO., INC		9220 FAIRBANKS DR STE 210		RALEIGH, NC 27613-1406
15004009E	DAVIDSON, SAMANTHA		5287 MOONLIGHT TRL SW		CONCORD, NC 28025-8801
15004009A	MURPHY, RAEFORD KENNETH	MURPHY, SUSAN L	15 RUNNEYMEDE PLACE		SMITHFIELD, NC 27577-0000
15004018J	RAMOS, SOLMAR		120 HENLEY PL		SMITHFIELD, NC 27577-4358
15004059	PALMER, SHARON		104 CANTERBURY RD		SMITHFIELD, NC 27577-4825
15004019B	FANG, GUANG CHEN	TSAI, TSUI MEI	202 CANTERBURY RD		SMITHFIELD, NC 27577-4823
15004019N	ABDALLA BUILDING PARTNERSHIP			PO BOX 248	BENSON, NC 27504-0248
15099030U	TOWN OF SMITHFIELD			PO BOX 761	SMITHFIELD, NC 27577-0761
15004013T	PRICE, W RAY	PRICE, ROSE E	6033 NC HWY 39		SELMA, NC 27576-0000
15004199J	RICHARDSON PROPERTIES OF SMITHFIELD, LLC			PO BOX 1807	SMITHFIELD, NC 27577-1807
15004018M	CAMBRIDGE SMITHFIELD PROPERTIES LLC		1 GLENWOOD AVE # 5		RALEIGH, NC 27603-2578
15004021F	LAMPE, GUY L.	LAMPE, ROSS W.		PO BOX 608	SMITHFIELD, NC 27577-0608
15004018N	CAMBRIDGE SMITHFIELD PROPERTIES LLC		1 GLENWOOD AVE # 5		RALEIGH, NC 27603-2578
15004020	7 BERKSHIRE ASSOCIATES, LLC		101 S RAIFORD ST STE 200		SELMA, NC 27576-3154
15004024E	HCRI NORTH CAROLINA PROPERTIES III		550 HERITAGE DR STE 200		JUPITER, FL 33458-3030
15004021H	NEW MINISTRY CHURCH		891 HYDE PARK AVE STE 3		HYDE PARK, MA 02136-3267
15004200Z	SMITHFIELD SNF REALTY LLC		1777 AVENUE OF THE STATES STE 204		LAKEWOOD, NJ 08701-6206
15004016J	CTHF, LLC		368 E GORDON RD		SELMA, NC 27576-6857
15004021I	CAMBRIDGE SMITHFIELD PROPERTIES LLC		1 GLENWOOD AVE # 5		RALEIGH, NC 27603-2578
15004019G	VELASQUEZ, YENI CECILIA REYES		509 S 6TH ST		SMITHFIELD, NC 27577-4459
15004018O	CAMBRIDGE SMITHFIELD PROPERTIES LLC		1 GLENWOOD AVE # 5		RALEIGH, NC 27603-2578
15004016G	CAMBRIDGE SMITHFIELD PROPERTIES LLC		1 GLENWOOD AVE # 5		RALEIGH, NC 27603-2578
15004018F	TRANSITIONAL HOUSING CORP		26 NOBLE STREET		SMITHFIELD, NC 27577-0000
15004199E	BERKSHIRE ROAD I LLC			P O BOX 1187	SMITHFIELD, NC 27577-1187
15004018Q	EARP, HEATHER		4 RUNNEYMEDE PLACE		SMITHFIELD, NC 27577-0000
15004019C	PALMER, SHARON		104 CANTERBURY RD		SMITHFIELD, NC 27577-4825
15004018R	TRAN, NGUON THI THU	HUYNH, JULIE	201 CANTERBURY RD		SMITHFIELD, NC 27577-4822
15004017L	NORRIS, WADE	NORRIS, LORI	2 RUNNEYMEDE PL		SMITHFIELD, NC 27577-4811
15004062	FANG, GUANG CHEN	TSAI, TSUI MEI	202 CANTERBURY RD		SMITHFIELD, NC 27577-4823
15004018C	CTHF, LLC		368 E GORDON RD		SELMA, NC 27576-6857

15004019I TOWN OF SMITHFIELD
15004021G SMITHFIELD MEDICAL PROPERTIES, LLC
15010058 JOHNSTON COUNTY MEMORIAL HOSP
15004021 11 BERKSHIRE, LLC
15004018K CAMBRIDGE SMITHFIELD PROPERTIES LLC
15004018P CAMBRIDGE SMITHFIELD PROPERTIES LLC

910 BERKSHIRE RD

412 E CHURCH ST
1 GLENWOOD AVE # 5
1 GLENWOOD AVE # 5

PO BOX 761 SMITHFIELD, NC 27577-0000
SMITHFIELD, NC 27577-4731
PO BOX 1376 SMITHFIELD, NC 27577-1376
SMITHFIELD, NC 27577-4508
RALEIGH, NC 27603-2578
RALEIGH, NC 27603-2578



PLANNING DEPARTMENT

Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS' CERTIFICATION

I, Micah Woodard, hereby certify that downtown property owners were notified by First Class Mail on 7/2/26 of the Public Hearing on **July 21, 2026**, for following petition(s), **RZ-26-03, RZ-26-04, and CZ-26-01.**

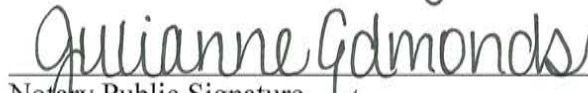


Signature

Johnston County, North Carolina

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

2nd day of July, 2026



Notary Public Signature

Julianne Edmonds

Notary Public Name

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





POSTED
Public Notice Sign
RZ-26-04
Parkway Drive

07/01/2026 11:01



POSTED
Public Notice Sign
RZ-26-04
Community Park

07/01/2026 11:05



POSTED
Public Notice Sign
RZ-26-04
Canterbury Road

07/01/2026 10:55

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Johnstonian News - (Johnston County), a newspaper printed and published in the City of Smithfield, County of Johnston, State of North Carolina, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 1, 2026

NOTICE ID: xYiZKjvuPow2MELQZ71j

NOTICE NAME: TC 7/21/26

Publication Fee: 87.50

I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 07/01/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

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, July 21st, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-26-03 Peedin Road Rezoning:

Maria Dawod is requesting a general rezoning of a ±0.5-acre tract from the existing B-3 zoning district to the R-6 zoning district. This property is located at 14 Peedin Rd. Smithfield, NC 27577, further identified by Johnston County Tax ID 15007027.

RZ-26-04 Continued Parks Rezoning:

Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ±90.39 acres from the existing R-8 and R-20 zoning districts to the O&I zoning district. These properties are identified by Johnston County Tax ID #'s 14A03005A and 15004020A.

CZ-26-01 Grace Mills Jackson Family Trust Conditional Rezoning:

The Grace Mills Jackson Family Trust is requesting a conditional rezoning of a ±13.883-acre tract from the existing R-20A zoning district to the B-3 zoning district. This property is located at 3063 Buffalo Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 14L09028.

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

July 1, 2026



Request for Town Council Action

Public
Hearing: CZ-26-01
Date: 07/21/2026

Subject: Conditional Rezoning
Department: Planning Department
Presented by: Planning Director - Brent Reck
Presentation: Public Hearing

Issue Statement

The Grace Mills Jackson Family Trust is requesting a conditional rezoning of a ±13.883-acre tract from the existing R-20A zoning district to B-3CZ.

Financial Impact

The commercial development will contribute to the Town's tax base.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the application and to provide a recommendation of approval or denial of the request.

The Town Council is also asked to recommend any conditions that are fair and reasonable.

Recommendation

Planning Staff recommend approval of CZ-26-01 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff report
2. Consistency Statement
3. Application
3. Presentation Maps
4. Site Plan Map
5. Project Narrative
6. Adjacent Property Information
7. Public Notice Sign Placements
8. Legal Affidavit



Staff Report

Public
Hearing: CZ-26-01

OVERVIEW:

David Boon on behalf of the Grace Mills Jackson Family Trust has requested a conditional rezoning of their parcel from R-20A (Residential-Agricultural) to B-3CZ (Highway Entranceway Business Conditional District). If this conditional rezoning is approved the applicant is seeking to develop the property into a commercial storage facility built out in phases. Initially the site would be used for RV and Boat storage, then expanded to have more 'traditional' mini-storage buildings, and then lastly a fully enclosed climate-controlled storage facility.

PROPERTY LOCATION:

This property is located at 3063 Buffalo Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 14L09028.

APPLICATION DATA:

Owner:	Grace Mills Jackson Family Trust
Applicant:	David Boon
Project Name:	Grace Mills Jackson Family Trust Corridor Property
Parcel ID	14L09028
Acreage	13.883 acres
Present Zoning:	R-20A
Proposed Zoning	B-3CZ
Town/ETJ:	ETJ
Existing Use:	Vacant buildings/woodland
Proposed Use:	Commercial storage facility
Fire District:	Selma
School Impacts:	N/A
Parks and Recreation:	N/A
Water Provider:	Town of Smithfield
Sewer Provider:	Septic / Johnston County
Electric Provider:	Duke

ADJACENT ZONING AND LAND USES:

(see attached map)

	Zoning	Existing Land Uses
North	R-20 (Selma ETJ)	Woodland
South	R-20A	Residential
East	R-20A	Residential/Farmland
West	R-20A	Residential

COMPREHENSIVE PLAN ANALYSIS:

The comprehensive plan (*Town Plan*) guides the property for 'Mixed Use'. The Town Plan defines Mixed Use areas as "Context-appropriate commercial, office, multi-family and single-family residential uses, located near major intersections with connected streets with short block lengths and pedestrian facilities"

Generally, when a developer considers investing into a Mixed-Use Area, they create a master plan and rezone the parcel to a 'PUD' (Planned Unit Development); normally, PUDs contain a *mix* of residential and commercial.

While a PUD is not being proposed at this location the takeaway from the definition stated above is "context appropriate commercial...near major intersections...". With the number of residences slated to be built in and around Smithfield, and this sites close proximity to the 70/42 interchange, a commercial storage facility with varying options (like proposed) could greatly benefit the area both currently and in the future if more land along the Buffalo Road corridor is developed.

Other relevant citations from the Town Plan include:

Goal: Balanced Growth

Objective 1: Encourage the efficient use of land

Policy 1A: Encourage a diverse tax base (residential, commercial and industrial development)

Strategy 1: Support rezonings to appropriate non-residential and mixed-use districts in these areas identified on the Future Land Use Map.

- Non-residential and mixed-use areas include the Downtown Core & Support, Commercial Areas, Mixed Use Centers, Office / Residential Areas and Industrial / Employment Areas shown on the Future Land Use Map

Figure 3: Northern Gateway Opportunities: The area just west of Hwy 70 in North Smithfield presents a near-term opportunity for growth and development. A mix of uses could be centered near the Buffalo Road interchange transitioning to residential uses to the west and office, light industrial or multi-family uses to the south.

CONCEPT PLAN ANALYSIS:

The submitted Project Narrative from the applicant states that “The attached conceptual development exhibit is intended to illustrate the phased development strategy, circulation concept, and land-use organization. Final engineering, dimensional refinement, stormwater design, utility placement, and detailed site alignment shall occur during subsequent site plan and permitting review processes.”

Site Access: The concept plan shows a singular entrance off of Buffalo Road. The driveway through the property will need to be a minimum of 24' wide. The driveway will need to conform to our Standard Detail and Spec Manual (Detail # 03.14 - Standard Non-Residential Driveway Apron Without Curb & Gutter).

Sidewalks: The Town Pedestrian Plan **does not** call for any future side walk improvements to this side of Buffalo Road.

Trails: The Town Pedestrian Plan **does** call for a Proposed Multiuse Path along Buffalo Road through this property. Should this plan proceed, the town will ask that a 10' wide trail easement be recorded on the property.

Parking: The concept plan shows a paved parking area at the front of the site. The exact number of spaces is not indicated yet. Storage facilities do not have a specific max/min parking requirement in the UDO. Generally, in situations like this the number of spaces is determined by the UDO Administrator in consideration of an approved study prepared by a registered engineer.

Dumpster Enclosure: A trash enclosure is not shown on the concept plan. In all zoning districts, dumpsters must be located on a concrete pad with a six (6) foot high solid enclosure with solid gates. All dumpsters or other trash holding areas shall be accessed internally to the site.

Stormwater Management: The applicant has shown on the concept plan an SCM located at the rear of the site. The UDO states that any commercial development that disturbs less than one-half ($\frac{1}{2}$) acre or expands existing structures on a parcel but does not result in a cumulative built-upon area for the parcel exceeding twenty-four (24) percent *is exempt* from the Stormwater Management section of the UDO.

Until final impervious surface amounts are calculated, the specific requirements pertaining to Stormwater Management cannot be determined.

Commercial Signs: No signs have been proposed. Signs are approved by a separate sign permit application process.

Building Height: The concept plan does not indicate the height of any structures. The max building height for B-3 is 50'.

Building Setbacks: The building setbacks in the B-3 Zoning District are:

Required B-3 Minimum Setbacks	
Front	30 feet
Corner side	N/A
Side	8 feet
Rear	25 feet

Landscaping. The concept plan does show some landscaping bordering the site on all sides, exact numbers of plants are not yet specified. This site will be required to have a Type-B landscaped bufferyard which is defined as following:

“Minimum width of 20 feet, for every 1,000 square feet, or fraction thereof, the screen shall consist of a combination of a minimum of 1 Canopy Tree and 8 Shrubs. (Shrubs shall be 3' minimum at planting and 6' minimum at maturity.”.

The site is currently wooded; the UDO does allow for the use of existing vegetation to be used as part of the required buffers.

Future Site Plan Submittal.

After zoning approval, the next step in the development process is the submittal of a site plan. A site plan submittal will require the following meeting Town UDO standards:

- Lighting plan
- Landscape plan
- Phasing plan
- Grading and erosion control
- Driveway apron/Street standards
- Stormwater management

CONDITIONAL ZONING:

The Conditional Zoning process allows for *variances*, or deviations from UDO requirements in exchange for other improvements that may exceed UDO standards. While the applicant has not requested any deviations from the UDO, the Planning Board may recommend and the Town Council (with mutual approval of the applicant) may attach fair, reasonable and appropriate conditions including, but not limited to, the location, nature, hours of operation, and extent of the proposed use(s).

CONSISTENCY STATEMENT (Staff Opinion):

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

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

PLANNING BOARD RECOMMENDATION:

At the June 4th, 2026 Planning Board meeting the board made the following recommendation; John Keeley made a motion to recommend approval of Conditional Rezoning CZ-26-01, with the condition that a 6-foot vinyl fence be installed along the right side of the property for a distance of 190 feet to serve as a buffer. The motion included a finding that the request is consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public interest. The motion was seconded by Alisa Bizzell and passed by a vote of 4-1, with Jaime Beasley voting in opposition.

RECOMMENDATION:

Staff recommend the planning board recommend approval of the rezoning, CZ-26-01, with one (1) condition:

- A 6-foot vinyl fence be installed along the east side of the property for a distance of 190 feet to serve as a buffer.

RECOMMENDED MOTION:

“Move to recommend approval the rezoning, CZ-26-01 with one (1) condition; that a 6-foot vinyl fence be installed along the east side of the property for a distance of 190 feet to serve as a buffer, and with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and that the request is reasonable and in the public interest.”

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
CZ-26-01**

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

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

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

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

That the Town Council recommendation regarding zoning map amendment CZ-26-01 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment CZ-26-01 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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



**Town of Smithfield
Planning Department**

350 E. Market St Smithfield, NC 27577

Smithfield-NC.com

919-934-2116

CONDITIONAL ZONING APPLICATION

Development Name

Grace Mills Jackson Family Trust Corridor Property

Proposed Use

Phased Commercial Storage and Corridor Service Development

Project location or address

3063 Buffalo Road Smithfield, NC 27577

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

PIN#

TAX ID#

260503-34-1289

14L09028

Project type?

☐ Single Family

☐ Townhouse

☐ Multi-Family

☒ Non-Residential

☐ PUD/Mixed Use

PROPERTY OWNER INFORMATION

Name

Grace Mills Jackson Family Trust

Address

1867 Mousebird Ave NW Salem, Oregon 97304

Phone

971-600-7573

Email

503parrishllc@gmail.com

OWNER/DEVELOPER INFORMATION

Company Name

David Boon

Contact Name

David Boon

Address

3033 Buffalo Road Smithfield, NC 27577

Phone

919-207-7595

Email

boonman171@gmail.com

CONSULTANT/ENGINEERING FIRM

Company Name

TBD

Contact Name

Address

Phone

Email

ZONING INFORMATION

Existing Zoning District

R20A

Proposed Zoning District

B3

If more than one district, provide the acreage of each:

Overlay District?

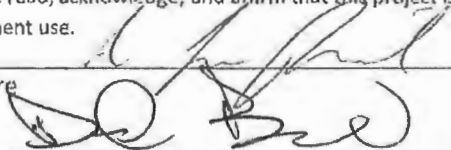
☐ Yes

☒ No

Inside City Limits?

☐ Yes

☒ No

ENVIRONMENTAL QUALITY DATA INFORMATION			
Existing Impervious Surface acres/sf	Minimal	Flood Hazard Area	☐ Yes ☐ No
Proposed Impervious Surface acres/sf	TBD	Neuse River Buffer	☐ Yes ☐ No
Watershed Protection Area	TBD	Wetlands	☐ Yes ☒ No
FEMA Map Panel	TBD	Base Flood Elevation	TBD
SITE DATA			
Total # of single-family lots	Total densities per zoning district		
Total # of townhouse lots	Acreage in active open space		
Total # of all lots	Acreage in passive open space		
Linear feet of new roadways	Linear feet of new sewer mains		
Linear feet of new water mains	Linear feet of new sidewalks		
Proposed sewer allocation	Linear feet in new trails		
SIGNATURE BLOCK (Applicable to all developments)			
In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed plan as approved by the Town.			
I hereby designate _____ to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.			
I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use.			
Signature 		Date 5-13-26	
Signature 		Date 5/13/26	
APPLICATION FEES			

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

Application Date

5-14-2026

Application Number

CZ-26-01

Application Fee

\$538.00

OWNER AUTHORIZATION

I hereby give CONSENT to David Boon (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

[Signature]

Printed Name of Owner

Alvin Lee Parrish

Oregon

(State)

Polk

(County)

I, Sarah Grace Schumacher, a Notary Public in and for said County and State, do hereby certify that Alvin Lee Parrish personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

David Boon

Witness my hand and notarial seal this the 13th day of May 20 26.

Notary Public:

Sarah Grace Schumacher

(Printed Name)

[Signature]

(Signature)



County of Commission:

Polk

Commission Expires:

October 26, 2027

CZ-26-01 Grace Mills Jackson Family Trust

File Number:
CZ-26-01

Project Name:
Grace Mills Jackson Family
Trust Corridor Property

Location:
3063 Buffalo Rd, Smithfield,
NC 27577

Tax ID#:
14L09028

Existing Zoning:
R-20A

Property Owner:
Grace Mills Jackson Family
Trust

Applicant:
David Boon

Town or ETJ:
ETJ



CZ-26-01 Grace Mills Jackson Family Trust

File Number:
CZ-26-01

Project Name:
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Trust Corridor Property

Location:
3063 Buffalo Rd, Smithfield,
NC 27577

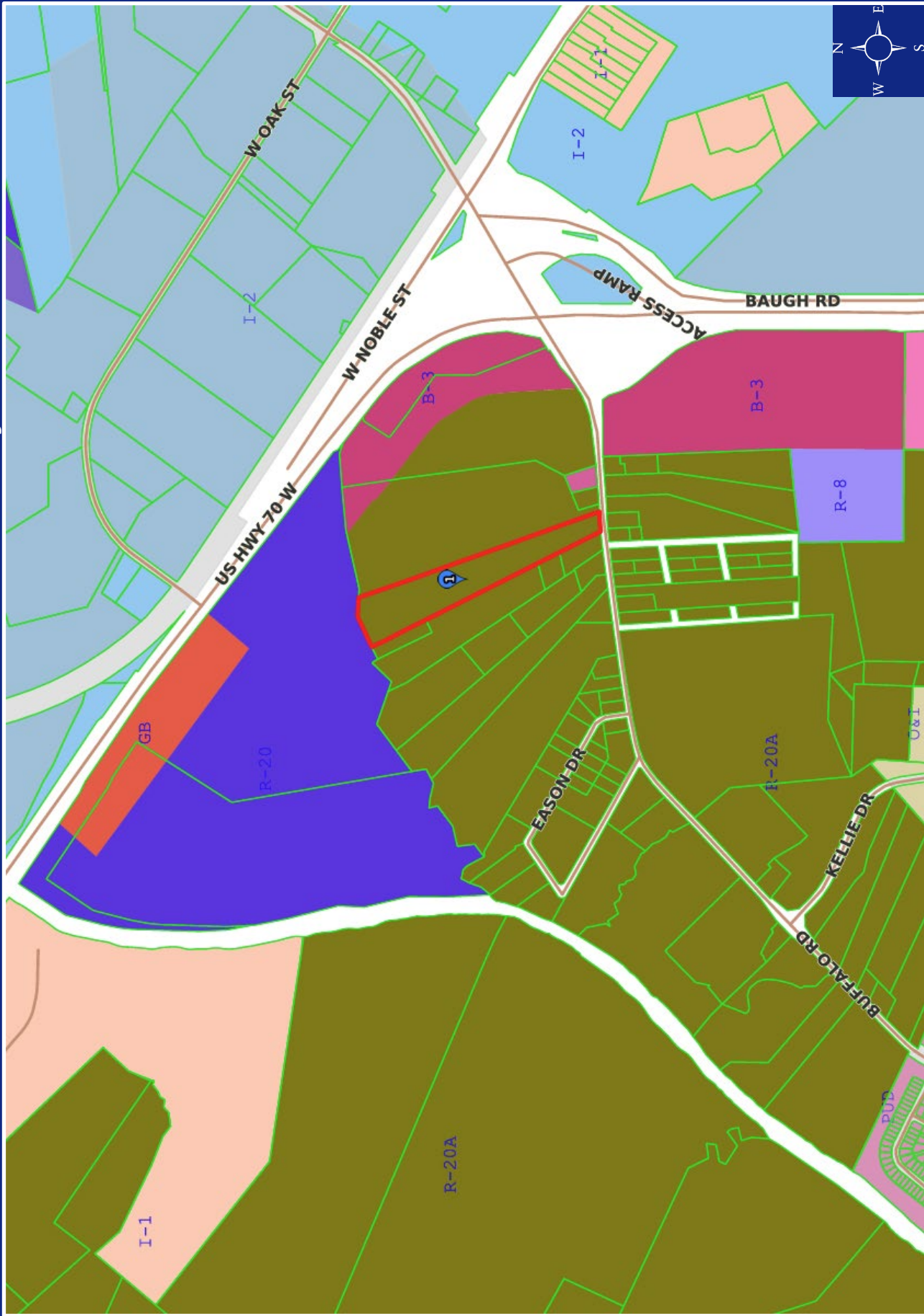
Tax ID#:
14L09028

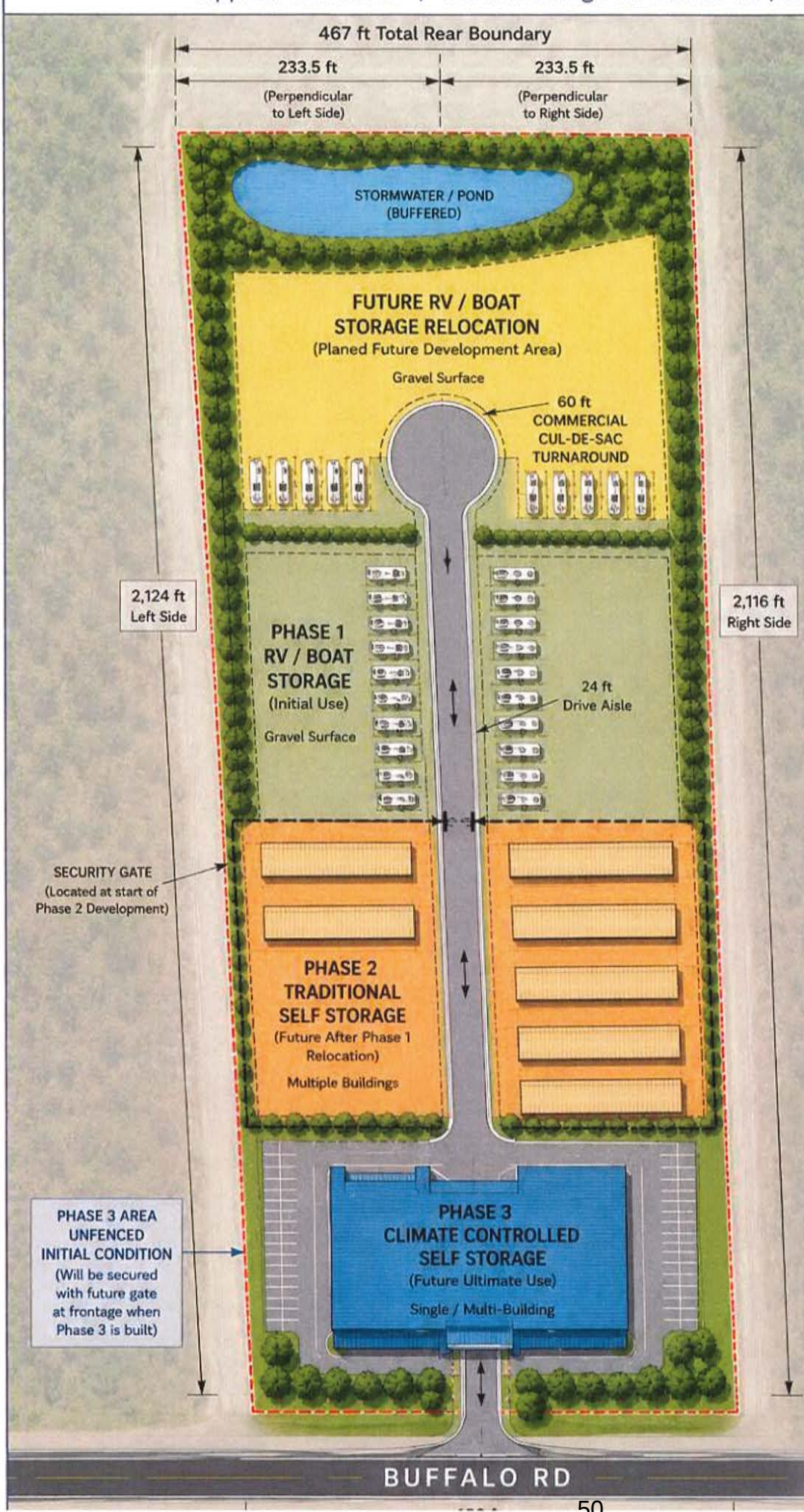
Existing Zoning:
R-20A

Property Owner:
Grace Mills Jackson Family
Trust

Applicant:
David Boon

Town or ETJ:
ETJ





LEGEND

- PHASE 1: RV / BOAT STORAGE**
(Initial Use)
- PHASE 2: TRADITIONAL SELF STORAGE**
(Future After Phase 1 Relocation)
- PHASE 3: CLIMATE CONTROLLED SELF STORAGE**
(Future Ultimate Use)
- FUTURE RV / BOAT STORAGE RELOCATION**
(Planned Future Development Area)
- Property Line
- Fence Line (Begins at Phase 2)
- Gravel Surface
- Paved Surface

SITE INFORMATION

Total Area:	Approx. 13.8 Acres
Frontage:	160 ft on Buffalo Rd
Left Side:	2,124 ft
Right Side:	2,116 ft
Rear Boundary:	467 ft Total (233.5 ft Perpendicular + 233.5 ft Perpendicular)
Zoning Request:	B-3 Conditional

SITE NOTES

- Entrance centered on Buffalo Rd
- Security gate located at start of Phase 2 to control access to fenced storage area
- Phase 3 area at frontage remains open and unfenced initially
- Future gate at frontage when Phase 3 is developed to secure entire site
- Minimal turnaround area provided at rear for RV/Boat maneuvering and fire access
- Stormwater pond and natural buffers preserved at rear

PHASING STRATEGY

- 1 PHASE 1 (NOW):** Use middle area for RV/Boat storage. Front area remains open. Gate at Phase 2 line.
- 2 PHASE 2 (FUTURE):** Convert middle area to traditional self storage. Continue using rear area for relocated RV/Boat storage.
- 3 PHASE 3 (FUTURE):** Build climate controlled storage at frontage. Install front gate to secure entire property.



PROJECT NARRATIVE

Grace Mills Jackson Family Trust Corridor Property Conditional Rezoning Request – B-3 Conditional District Town of Smithfield, North Carolina

PROJECT OVERVIEW

This application requests conditional rezoning of Parcel 14L09028 from its current residential classification to a B-3 Conditional Zoning District to allow phased commercial storage and corridor-oriented commercial development on approximately 13.14 acres located along Buffalo Road near the Highway 70 corridor in Smithfield, North Carolina. The proposed project is designed as a low-impact phased commercial development intended to preserve long-term corridor value while activating a limited portion of the property through controlled phased growth.

PROPERTY INFORMATION

- Parcel Number: 14L09028
- PIN: 260503-34-1289
- Map Sheet: 260503
- Ownership: Grace Mills Jackson Family Trust
- Developer: David Boon
- Location: Buffalo Road, Smithfield, NC
- Approximate Acreage: 13.14 acres

DEVELOPMENT CONCEPT

The proposed development is organized into multiple phases intended to minimize immediate infrastructure impacts while preserving flexibility for future corridor-oriented commercial growth. The site is configured around a centralized internal access drive extending from Buffalo Road into the property.

PHASED DEVELOPMENT APPROACH

Phase 1 – RV / Boat Storage

Low-impact activation through outdoor RV and boat storage uses.

Phase 2 – Traditional Storage Expansion

Expansion into additional traditional storage uses and circulation improvements.

Phase 3 – Future Enclosed Commercial Storage

Preservation of Buffalo Road frontage for future enclosed commercial storage and corridor-oriented commercial development.

ACCESS AND CIRCULATION

The development is organized around a centralized entrance from Buffalo Road with internal spine-drive circulation and phased gate progression supporting organized traffic flow and operational flexibility.

BUFFERING AND SITE CHARACTER

Existing natural features, including the pond area and surrounding buffers, are intended to remain integrated into the overall development approach where feasible.

CONCEPTUAL EXHIBIT DISCLAIMER

The attached conceptual development exhibit is intended to illustrate phased development strategy, circulation concept, and land-use organization. Final engineering, dimensional refinement, stormwater design, utility placement, and detailed site alignment shall occur during subsequent site plan and permitting review processes.

SUMMARY

The proposed rezoning presents a balanced phased commercial development strategy designed to preserve corridor value, minimize immediate impacts, support future economic investment, and provide organized long-term development flexibility.

CZ-26-01 Grace Mills Jackson - Adjacent Properties List

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14L09028	GRACE MILLS JACKSON FAMILY TRUST			PO BOX 785	SMITHFIELD, NC 27577-0000
14L09042A	MILLER, HELEN JEAN		3164 BUFFALO RD		SMITHFIELD, NC 27577-7409
14L09031A	JOHNSON, DAVID R		501 N SHARPE STREET		SELMA, NC 27576-0000
14054010B	DEPARTMENT OF TRANSPORTATION		1505 MAIL SERVICE CTR		RALEIGH, NC 27699-1500
14L09028D	PARRISH, ALVIN LEE JUNIOR II		1867 MOUSEBIRD AVE NW		SALEM, OR 97304-2013
14L09034K	PARTIDA, EDITH MARLEN OLIVEROS		3032 BUFFALO RD		SMITHFIELD, NC 27577
14N99005N	LANWOOD CHAPEL CHURCH TRUSTEE		307 E WADDELL ST		SELMA, NC 27576-0000
14L09032G	BLACKWELL, SHELVE KIRKS		1399 LANDOVER DR SW		OCEAN ISL BCH, NC 28469-2500
14N99009	WORLEY, KATHIE L		405 BAILEY AVE		KENLY, NC 27542-0000
14L09042D	LANWOOD CHAPEL FWB CHURCH				
14054042	ROBERTS & WELLONS, INC.		141 E MARKET ST		SMITHFIELD, NC 27577-3915
14054042A	ROBERTS & WELLONS INC			PO BOX 1046A	SMITHFIELD, NC 27577
14054042B	MORALES, MARIA LILIAN		3115 BUFFALO RD		SMITHFIELD, NC 27577-7409
14L09029	LARRY B. HILL REVOCABLE TRUST	HILL, LARRY B. TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-7416
14L09028C	PARRISH, ELIZABETH		77 TRILLIUM WAY		CLAYTON, NC 27527-5349
14L09029A	JOHNSON, DAVID R		501 N SHARPE STREET		SELMA, NC 27576-0000
14L09042C	FORD, MICHAEL A.	FORD, JENNIFER		PO BOX 9	CLAYTON, NC 27528-0009
14L09028A	MILLS, ROBIN	JACKSON, GRACE T TRUSTEE	3031 BUFFALO RD #A		SMITHFIELD, NC 27577-0000
14L09028B	LAWHON, CRAIG		3031 BUFFALO RD #A		SMITHFIELD, NC 27577-7412
14L09029C	LOPEZ, MARCELINO			PO BOX 938	FOUR OAKS, NC 27524-0938
14L09031	LARRY B HILL REVOCABLE TRUST	HILL, LARRY B TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-7416
14N99005J	KIRKS, DENNIS L.	KIRKS, JOANNE S.	303 ANDOVER RD		BILLERICA, MA 01821-1417



PLANNING DEPARTMENT

Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS' CERTIFICATION

I, Micah Woodard, hereby certify that downtown property owners were notified by First Class Mail on 7/2/26 of the Public Hearing on **July 21, 2026**, for following petition(s), **RZ-26-03, RZ-26-04, and CZ-26-01.**

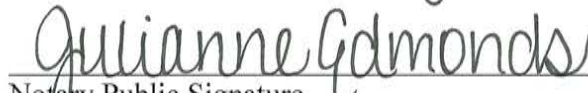


Signature

Johnston County, North Carolina

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

2nd day of July, 2026



Notary Public Signature

Julianne Edmonds

Notary Public Name

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





POSTED
Public Notice Sign
CZ-26-01

07/01/2026 11:17

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Johnstonian News - (Johnston County), a newspaper printed and published in the City of Smithfield, County of Johnston, State of North Carolina, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 1, 2026

NOTICE ID: xYiZKjvuPow2MELQZ71j

NOTICE NAME: TC 7/21/26

Publication Fee: 87.50

I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 07/01/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

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, July 21st, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-26-03 Peedin Road Rezoning:

Maria Dawod is requesting a general rezoning of a ±0.5-acre tract from the existing B-3 zoning district to the R-6 zoning district. This property is located at 14 Peedin Rd. Smithfield, NC 27577, further identified by Johnston County Tax ID 15007027.

RZ-26-04 Continued Parks

Rezoning: Town of Smithfield Staff is requesting a general rezoning of two (2) tracts totaling ±90.39 acres from the existing R-8 and R-20 zoning districts to the O&I zoning district. These properties are identified by Johnston County Tax ID #'s 14A03005A and 15004020A.

CZ-26-01 Grace Mills Jackson Family Trust Conditional Rezoning:

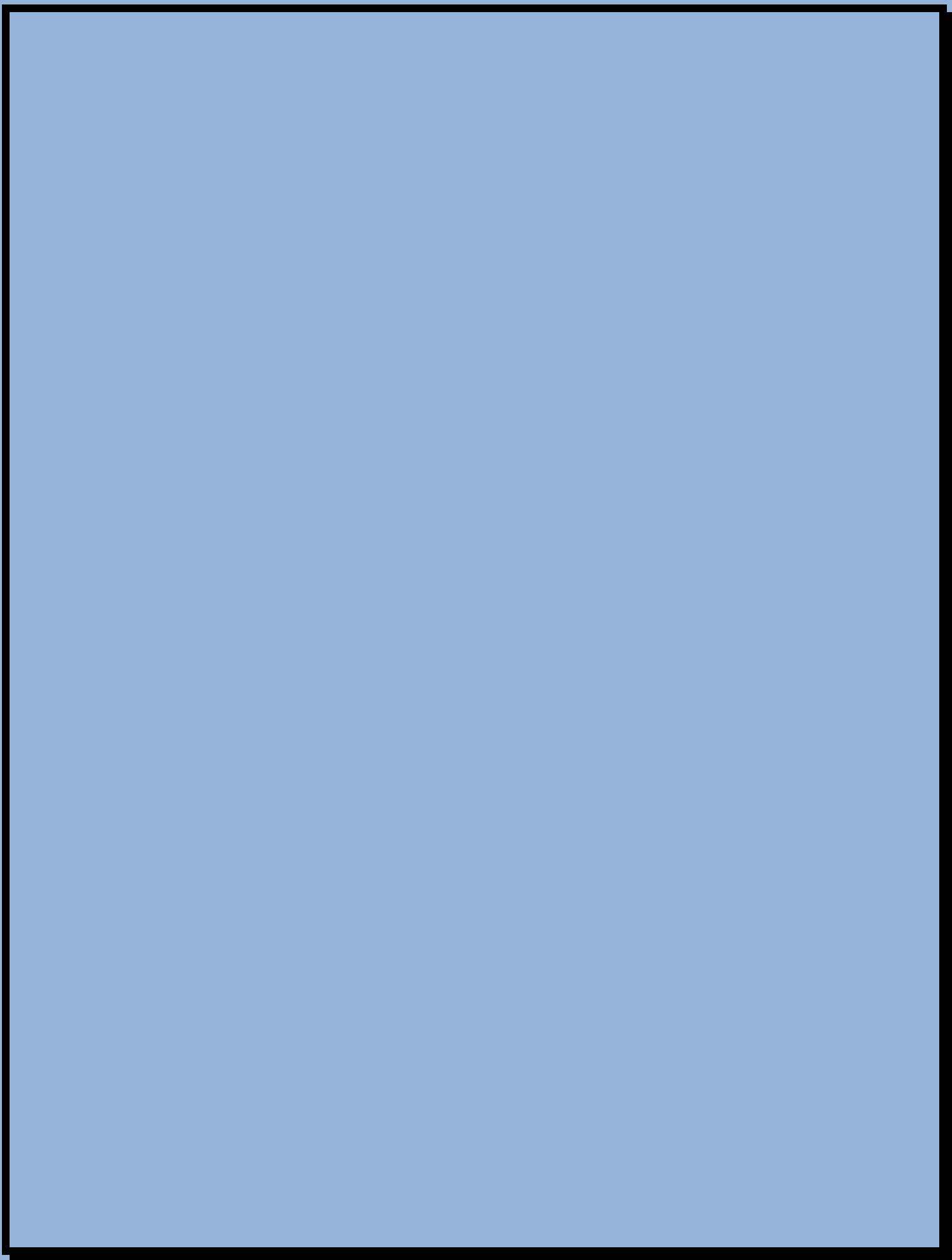
The Grace Mills Jackson Family Trust is requesting a conditional rezoning of a ±13.883-acre tract from the existing R-20A zoning district to the B-3 zoning district. This property is located at 3063 Buffalo Rd, Smithfield, NC 27577, further identified by Johnston County Tax ID 14L09028.

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

July 1, 2026

Consent Agenda Items



The Smithfield Town Council reconvened their May 13, 2026, meeting on Monday, May 18, 2026 at 7:00 pm to continue budget discussions in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Council Members Present:

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

Council Members Absent:

Administrative Staff Present

Kimberly Pickett, Interim Town Mgr.
Elaine Andrews, Town Clerk
Tracy Stubblefield, Finance Director
Pete Hedrick, Police Chief

Also Present:

Administrative Staff Absent:

FY 2026-27 Recessed Budget Discussions

Electric and Water/sewer Infrastructure

In a wrap up of fiscal 2026-27 budget discussions, the Smithfield Town Council discussed various items of note, as highlighted in Interim Town Manager Pickett's Draft Budget.

Public Utilities Director, Ted Credle discussed long-term water infrastructure needs, including the possible future construction of a water tank. He explained that a possible tank site on or near the large tract off Wilson Mills Road would be advantageous because it was estimated to be 20 to 30 feet higher than Barbour Road. He noted this would improve system elevation and offer water storage benefits. Credle stated that he has spoken with developers about reserving a parcel. He also expressed reluctance to begin accumulating \$300,000 annually toward a project that could cost \$6,000,000 or more by the time it is needed, and indicated his primary strategy is to pursue state funding. Councilman Travis Scott stated that enterprise funds should cover their own costs and said he wanted the pending cost-of-service review to consider how fees and rates would affect both customers and fund stability. He cautioned against sudden spikes in fees and said current customers should not bear the full cost of growth-related infrastructure that should partly be funded by developers.

Councilwoman Doris Wallace commented on service problems experienced by residents, as well as water odor complaints. Councilman Roger Wood and Councilman Gettys Cohen echoed concerns from their district constituents regarding the water smell, with Credle noting he would look into it.

In response to a question about system development fee costs from Councilman Stephen Rabil, Credle stated that the town currently loses money on water tap installations but recovers some of those costs through system development fees, which help cover items like the meter and portions of the base service charge. He stated that staff is exploring a shift to a model used in other towns, where contractors/builders install the taps and the town charges only an inspection-type fee (around \$700) instead of performing the work itself. He added that UFS will analyze the tap-fee structure to determine how much the fees can be adjusted without financially harming the utility.

Councilman Travis Scott asked about the water line tap fees analysis and policy. Credle stated that the water line extension policy is already in place and has been in effect since his arrival. He noted that an electric line extension policy is still being developed. He plans to provide a draft of the electric policy to the Town Manager, Kim Pickett, within about a week, after which it will be brought to the Council for review at a future meeting (not the second meeting in June due to agenda timing constraints).

Councilman Scott expressed concern that the operating contingency line item stood at only \$35,538 for the

coming year, compared to a historical level of approximately \$200,000–\$300,000. He noted that a single significant infrastructure event — such as a downed pole or switchyard failure — could easily exceed that amount. Director Credle acknowledged this, noting that in truly catastrophic events the town would seek FEMA reimbursement, but that smaller unplanned failures could be difficult to absorb at that level.

Finance Director Tracy Stubblefield reported that the electric fund balance as of June 30, 2025, was \$14,987,913, representing approximately 70 percent of the fund's overall position per the audit.

Councilman Travis Scott asked whether the projected \$563,836 in the electric fund (revenues over expenditures to date) would effectively serve as contingency. Interim Manager Pickett explained that this is the current surplus with about a month and a half left in the fiscal year, and departments have been instructed not to spend unless absolutely necessary.

Councilman Scott questioned whether the \$35,000 contingency line in the electric fund budget is sufficient, noting that historically the town has carried about \$200,000 in contingency and pointing out that supplies and operations are projected to exceed the original budget (approximately \$643,000 projected vs. \$430,000 budgeted). He expressed concern that the contingency level is “very lean” and emphasized how hard the town has worked to keep the electric program financially strong.

Asst. Town Manager/Finance Director Kim Pickett responded that the proposed budget includes no electric rate increases and already incorporates estimated higher NCEMPA energy costs but only uses a 3% placeholder increase in revenue. The final revenue impact will not be known until Ted Credle's cost-of-service/rate study is completed, and actual revenues could come in higher than currently projected. She noted that wholesale power cost projections from ElectriCities are already included in the budget figures.

Councilman Scott reiterated that the expense side is known but future revenues are not, and he wants to be sure the town does not “mess up” the electric fund after the work done to improve it.

Councilman Travis Scott discussed contingency funds as a possible rate stabilization tool to lessen future electric rate increases and reviewed whether a dedicated utility stabilization fund exists. Councilman Scott noted that Smithfield's electric rates are about 35% lower than the competitor and 12% lower than in 2016, emphasized protecting the electric fund's long-term health, and clarified that the projected 3% revenue increase does not necessarily mean a 3% rate increase. Staff and the Mayor cautioned that the town has limited control over wholesale costs and cannot indefinitely absorb those increases without risking the electric fund's financial stability.

The Council asked for examples of expenditures from the \$35,000 electric fund contingency line this year, and staff confirmed no contingency funds have been used this year; a prior example was an unexpected equipment failure at the Hospital Road switch yard on a Sunday, which would qualify as a contingency item. In discussion, staff and council clarified that while \$35,000 is shown as a contingency line, the true financial cushion is the electric fund balance (about 70% of annual expenses, roughly \$14–15 million), and any year-end surplus (e.g., the referenced \$500,000) returns to that restricted electric fund balance, not the General Fund. It was also noted that the electric fund's reserve level was similarly about 70% in the prior year, and that the \$3.5 million referenced for the delivery point project represents approximately half of a larger \$7 million project cost.

Credle reported that the Hospital Road delivery point/substation upgrade bid and low bids will come to Council in June, contingent on LGC loan approval. The work is planned as a three-year project, targeting mid-2029 completion, will replace the antiquated switch yard with a modern substation similar to Brogden Road, and will prepare the system for the North Side voltage conversion. Duke Energy has indicated its plans align with this 2028–2029 timeline.

Pickett further explained that once the LGC loan for the delivery point/substation project is approved, the town expects to receive the funds within about five months, likely in the current fiscal year. Those proceeds will be recorded in a separate electric capital project fund, not the operating budget, and combined with several hundred thousand dollars already set aside for the project.

Councilman Travis Scott noted budget reporting for capital items were different than as done so in years past. Staff noted that past appropriations for the delivery point conversion and the separate voltage conversion project have been spread over multiple years, and current budget books do not clearly show these multi-year totals. Pickett stated she will reconcile revenue and expenditures for each capital project, break out how many years each has been funded, and provide Council with a separate capital projects "book" covering all capital projects, which will be distinct from the annual operating budget document. She added that any amendments will flow to that same capital project, and agreed with Mayor Moore that they would come back before Council for approvals.

Police Department Equipment and Staff

Police Chief Pete Hedrick requested support for police safety equipment for a special response capability, including ballistic protection and related gear, as well as training costs. He stated that the equipment was intended for officer safety during planned high-risk operations such as search warrants and for emergency incidents. He distinguished the request from creating a SWAT-style unit and described it instead as necessary protective equipment for officers required to handle dangerous situations. He estimated equipment costs at approximately \$17,400 for 14 members, with additional training costs that might be reduced from the original request by reducing training time to once per month.

Council members discussed the need for local capability rather than relying fully on outside agencies with Hedrick emphasizing that he would like Smithfield to be ready for all situations with officer protection in high regard.

Councilman Travis Scott stated that if the Police Chief said equipment was needed to protect officers, he wanted to help find a way to support it and asked for a clearer breakdown between equipment and training.

Downtown Smithfield

Councilman Travis Scott asked about the status of DSDC repaying debt previously paid by the Town. Pickett stated that Finance Director Tracy Stubblefield stated that staff had invoiced DSDC for the current year's \$12,000 annual payment and later confirmed that payment had been received on the 8th of the month. The Council also discussed the longer-term balance remaining and the history of the debt, which extended through 2039. Councilman Travis Scott said he wanted clarity on repayment status and whether the Council should consider reducing DSDC funding to offset the debt obligation. Mayor Pro Tem Sloan Stevens assisted in estimating the remaining balance based on the schedule to be about \$382,000 if paid off in ten years. Pickett stated she would find out and look at options as discussed by the Council for the best way forward.

Community Garden

Councilwoman Doris Wallace raised questions about the community garden budget, what items were being paid from the account, and whether additional supplies such as paint and a wheelbarrow could be purchased. Interim Manager Pickett stated that the current balance could not yet be finalized until purchasing card transactions were posted, but said prior spending had included plants, a portable toilet, and some tools. Councilwoman Doris Wallace stated that volunteers had already contributed their own funds and labor and said the project should receive modest support for needed items. The Council also discussed storage and security for garden tools, as well as the need for the portable toilet on a year-round basis.

Councilwoman Wallace strongly advocated for modest additional support for the community garden and explained that volunteers should not be expected to carry the burden alone. She also stated a porter john is absolutely necessary for volunteers who assist at the location.

Councilmembers Travel Budgets

Councilwoman Doris Wallace stated that the Council would benefit from a retreat and additional training, particularly for newer members, and said there appeared to be a lack of trust that could be improved through shared training. Interim Town Manager Pickett reported that the Council's training budget was \$5,000 total and

explained that the amount had to cover travel, meals, and lodging. She suggested that future Council travel be approved in advance by the full Council to avoid disputes or uncertainty over available funds.

Pickett further stated that the General Government budget has spent \$4,652 to date on registration, travel, meals, and lodging for councilmember training and events (including the Triangle East "State of the Region"). Individual totals noted were: Mayor Moore – \$40; Councilman Stevens – \$40; Councilman Cohen – \$1,203; Councilwoman Wallace – \$3,368.

Mayor Moore and Councilman Getty's Cohen Jr. noted paying out of pocket for some travel and conference experiences on their own.

Interim Town Manager Kim Pickett explained that Council training is budgeted in one shared line item, not divided per member. To avoid conflicts over approving or denying individual trips once the line is nearly spent, she recommended that all Council travel and training requests be approved by the full Council via the consent agenda, and that reimbursements likewise be approved on the consent agenda, so that decisions come from the Council as a whole rather than from staff.

Councilman Travis Scott stated that league and conference attendance had been very beneficial in his experience and said the Council should not over-scrutinize this budget area, especially when other departments maintained larger training budgets. Mayor Pro Tem Sloan Stevens supported participation and suggested that members who attend conferences provide some form of report back to the Council. Councilman Gettys Cohen, Jr. described attending an elected officials conference that he believed was worthwhile and said he had initially paid out of pocket. Staff also expressed support for the idea of a future retreat involving the Council and possibly related boards.

Councilman Scott commented that conferences such as the League events are particularly valuable for new members and that a \$5,000 collective total for a council of this size is quickly exhausted, especially compared to some departments that have significantly larger training allocations.

Finance Director Tracy Stubblefield made mention of how some towns budget travel per Councilmember, whereby individual budgets could be increased or decreased based upon need of training, etc.

Tax Rate Discussion

Councilman Travis Scott revisited prior discussion about reducing the tax rate and stated that, after reviewing the current budget and speaking with other Council members, he did not believe further reduction should be pursued at this time beyond the level already contemplated. He stated that the budgeted .45 cents tax rate appeared close to revenue neutral and that preserving funding for projects and cash flow stability was more important than pressing for a further cut. Scott noted he still had some concerns but would not further press the issue.

Pickett noted she did have a budget prepared for the reduction to 40 cents. It would remove contingency, eliminate most capital, cut donations, and require other operating reductions, making it a very dramatic cut.

The Council generally appeared to accept the current .45 cents tax rate approach as more prudent given operating needs and upcoming projects.

Councilman Travis Scott stated that while tax reduction should always be reviewed, he was satisfied that the current budget was a sound and efficient plan and did not want to jeopardize needed projects or town cash flow.

Interim Manager Kim Pickett stated she would further review the budget to house individual Council travel, and asked the Council if there was anything further, they would like to see in her budget presentation. Mayor Pro Tem Sloan Stevens stated he would like to see a cost comparison for utility bills. Other members concurred.

Councilman Travis Scott, in closing comments again emphasized the importance of maintaining healthy

reserves in all funds, carefully managing large projects such as the voltage conversion, substation upgrades, recreation work, and water meter replacements, and clearly tracking those in separate capital project funds. He also referenced unfunded items like the police department generator, suggesting it be evaluated with Public Utilities for potential demand-reduction savings, and reiterated his priority that the town protect the long-term health of its electric and utility funds while keeping rates as affordable as possible.

Adjourn/Recess:

Councilman Roger Wood made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 8:51 p.m. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

The Smithfield Town Council met on Tuesday, May 19, 2026 at 7:00 pm in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Council Members Present:

Mayor Pro Tem Sloan Stevens
Dr. Gettys Cohen, Jr., District 1
Doris L. Wallace, District 4
Stephen Rabil, At-Large
John Dunn, At-Large
Roger Wood, At-Large

Council Members Absent:

Travis Scott, District 3

Administrative Staff Present

Kimberly Pickett, Interim Town Mgr.
Tracy Stubblefield, Finance Director
Shannan Parrish, HR Director
Pete Hedrick, Police Chief
Jeremey Daughtry, Fire Chief
Brent Reck, Planning Director
Lawrence Davis, PW Director
Ted Credle, PU Director
Gary Johnson, Parks & Rec Director
Elaine Andrews, Town Clerk

Also Present:

Robert Spence, Jr., Town Attorney

Administrative Staff Absent:

CALL TO ORDER:

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

INVOCATION:

The invocation was given by Mayor Pro Tem Sloan Stevens, followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Councilman Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman John Dunn to approve the agenda, amended as follows. Unanimously approved.

Add to the Consent Agenda – Item 4:

Amendment to Contract to Audit Accounts: Council is respectfully requested to review and consider an amendment in the fee for preparation of the financial statements which was not included in the original contract.

Add:

Closed Session Pursuant to NC G.S. 143-318.11 (a)(3)

Remove from the Consent Agenda - Item 1:

Approval of minutes of April 16, 2026, Regular and Closed Session

Remove from Business – Item 1

Consideration and request for review of the Downtown Business District Feedback Survey; Interim Town Manager Kimberly Pickett requested that this item be revisited on the June 2, 2026 Town Council Agenda.

PRESENTATIONS:

1. FY 24-25 Annual Audit Results

Interim Town Manager Kim Pickett asked auditor Alan Thompson to present the Town's audit results. Alan Thompson (external auditor of Thompson, Price, Scott, Adams & Co., PA) explained the following points:

- The Town engaged his firm under an engagement letter/contract previously approved by council.
- As with all their governmental audits (~100+ in NC), they identify two standard significant risks:
 - *Management override of controls*

- *Improper revenue recognition*
- His firm performed specific tests around these risks and were comfortable that neither was a problem.
- They reviewed significant accounting policies and estimates (depreciation, allowance for doubtful accounts, etc.) and found them reasonable.

Thompson also discussed the New Accounting Standard (GASB Statement 101):

- A major change this year: GASB Statement 101
- Requires sick leave to be recorded on the balance sheet instead of just being disclosed in the notes.
- Little to no impact on the General Fund, but it did impact governmental activities (Exhibits 1 & 2) and business-type activities (water, sewer, and electric funds).

Overall Financial Position – Very Strong

Thompson focuses on a key summary page (page 5 of the handout) showing 5-year trends:

General Fund – Fund Balance and Liquidity

- Total General Fund fund balance: \$27.8 million
- In 2021 it was \$15.8 million, so there's been a very strong upward trend.
- Unavailable fund balance: ~\$3.0 million
- Restricted fund balance: ~\$7.6 million
- Total General Fund expenditures: \$17.6 million
- Fund balance available: 65% of expenditures
- Unassigned fund balance: \$20.1 million
- Unassigned fund balance as a % of expenditures: 114.13%
- Thompson characterizes these as “very good” numbers.

Thompson emphasizes that for enterprise funds (electric, water & sewer), the key focus is:

- Providing service and maintaining positive cash flow, not necessarily building very large net positions.
- On that basis, he views them positively.

Findings and Compliance Issues. On *page 12*, he discusses:

There are *four* identified findings related to finance management and compliance that management must address; (LGC Response required within sixty days of meeting):

- *Late submission of financial statements in a prior period (now required to be formally presented by the auditor).*
- *A prior correction of errors in earlier financial statements:*
 - *Related to merging two different depreciation schedules*
 - *Decisions about what to capitalize (including construction in process)*
- *Reconciling records being timely*
- *Budget violations, including in capital project funds*
 - *Even though some were over a long period, they still must comply with state statutes.*

Thompson characterizes the audit outcome as:

- An “unmodified” (clean) audit opinion, which he calls “a really good report.”
- The Town is “overall, fiscally in good shape.”

About the findings:

- He has already had discussions with finance management, and received a draft of response.
- He believes the Town is “on the right track” to avoid a repeat of these findings next year.

Thompson reports a clean audit, very strong fund balances and cash, excellent tax collections, positive enterprise fund performance, and some manageable findings tied mainly to timing, technical accounting corrections, and budget compliance—while expressing confidence that management is addressing them.

A Copy of the Town of Smithfield's FY 2024-25 audit, and report attachments are on file in the office of the Town Clerk.

Mayor Andy Moore acknowledges that the Town was late with some audit materials, citing staff turnover but not making excuses, and says none of the auditor's comments are a surprise. He stresses that there is a plan to prevent delays going forward, notes there are four audit findings to address, and references the 60-day window for submitting responses—adding that draft responses are already prepared. He characterizes the overall result as a “fantastic audit,” calling it a strong reflection of town staff and department heads, and thanks them for their work on behalf of Smithfield's citizens. Moore emphasizes the Town's strong financial position, pointing out that its unassigned fund balance is around 140%, far above the Local Government Commission's typical 8% guideline, and recalls the council's adopted policy targeting at least 25% in fund balance. He credits former Councilman Perry Harris (who was present at the council meeting) for helping establish that policy and underscores that, despite the four items to fix, the Town's finances are in very good shape.

PUBLIC HEARINGS:

- 1. Zoning Amendment Request (ZA-25-05):** Town staff has been directed by the Town Council to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates. The Town Council is respectfully requested to review the amendments for recommendation of approval, approval with changes or denial.

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

Planning Director Brent Reck presents Zoning Text Amendment ZA-25-05, explaining that council asked staff to update UDO Articles 3 and 4 dealing with board organization, quorum, and procedures. The changes redefine a quorum as a majority of members excluding vacant seats and require actions by majority vote with a quorum present; clarify how the chair and vice chair are elected and set the UDO Administrator or staff as secretary responsible for minutes and records; establish that if the Planning Board has not issued a recommendation within 30 calendar days on a zoning amendment, the applicant may go directly to Town Council (while the Planning Board may still ask council to delay final action); and refine Board of Adjustment voting rules, including the four-fifths vote for variances and how vacancies or disqualified members are treated. He states staff finds the amendment consistent with the Comprehensive Growth Management Plan, reasonable, and in the public interest, and recommends approval.

Mayor Andy Moore asked if the recommendation in section 4.6.4.1 was for 30 business or calendar days, with Planning Director Reck noting this was for calendar days.

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

Mayor Moore asked if there were anyone in the audience wishing to speak on the matter. No one wished to speak on the matter.

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

Councilman John Dunn made a motion, seconded by Councilman Roger Wood to approve Zoning Text Amendment ZA-25-05 finding it consistent with the Town of Smithfield's Comprehensive Growth Plan and other adopted plans, and that the request is reasonable and in the public interest. Unanimously approved.

**ORDINANCE # ZA-25-05
AN ORDINANCE TO AMEND THE TOWN OF SMITHFIELD UNIFIED
DEVELOPMENT ORDINANCE
ARTICLE 3, SECTION 3.3, 3.4.2 AND ARTICLE 4, SECTION 4.6.4 TO REDFINE
QUORM AND TOWN COUNCIL NOTICE REQUIREMENTS AND OTHER
MINOR UPDATES.**

WHEREAS, the Smithfield Town Council wishes to amend certain provisions in the Town of Smithfield Unified Development Ordinance by making changes to Unified Development Ordinance Article 3, Section 3.3, 3.4.2 and to amend board composition, redefine quorum, and other minor updates and Article 4, Section 4.6.4 to reflect current practice as to when Planning Board recommendations shall be received by the Town Council.

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

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

PART 1

[Revise Article 3.3 Planning Board - to redefine quorum and make other minor updates]

...

3.3.3. Creation and Organization.

3.3.3.1. Composition and Vacancies. The Planning Board shall consist of seven (7) members and two (2) alternate members. Five (5) members and one (1) alternate member shall be citizens and residents of the town and shall be appointed by the Town Council. Two (2) members and one (1) alternate member shall be citizens and residents of the extraterritorial jurisdiction of the town as described pursuant to G.S. § 160D-307 and shall be appointed by the Board of County Commissioners, upon receipt of a resolution from the Town Council requesting that such appointments be made. If the Board of County Commissioners fails to make the appointments requested within ninety (90) days of receipt of the resolution, the Town Council shall make the appointments. The Town Council will ensure that proportional representation on the Planning Board shall be maintained in accordance with G.S. § 160D-307, as amended. Alternate members shall not be entitled to vote on matters before the Planning Board except when a regular Planning Board member is absent from a duly called meeting. In that situation, the alternate shall have the same privileges as the regular members and may count for quorum purposes and vote if a regular member is absent.

The terms of the members shall be for three (3) years. Vacancies, occurring for reasons other than expiration of terms shall be filled as they occur by the entity appointing them for the period of the unexpired term.

3.3.3.2. Attendance at Meetings. Faithful attendance at the meetings of the Planning Board is important for the functioning of the Board. If a member is absent from three (3) meetings within any three hundred sixty-five-day period without permission of the Board and the Member does not resign, then the Town Manager may hold an informal hearing with the Member as to whether his or her absence is excusable or whether it so damages the Board as to constitute cause for removal.

After the hearing the Manager may excuse the absences or may refer the issue to the Town Council for a hearing on whether there is cause for removal. The Manager shall give the Member ten (10) days' notice of the time and place of the hearing and the Member may present evidence as to why he or she should not be removed.

3.3.3.3. Organization, Rules, Meetings and Records. A Chair and Vice-Chair shall be nominated from among the board membership and shall be appointed by majority vote of the Board. Chair and Vice-Chair terms shall

be for two (2) years. Upon completion of a two-year term, the Board shall make nominations and appoint new officers or reappoint existing officers. The UDO Administrator, or other assigned staff members, shall serve as Town staff member Building Inspector and UDO Administrator shall serve as Secretary and advisor to the Planning Board and shall be responsible for keeping the record of minutes of the Planning Board. The Board shall adopt rules for transaction of its business subject to review and approval by the Town Council and shall keep a record of its member attendance and of its resolutions, discussions, findings and recommendations, which record shall be a public record. Except as otherwise stated in Section 3.3.3.4.3 below, the Board shall hold at least one (1) meeting monthly, and all of its meetings shall be open to the public. ~~There shall be a quorum of four (4) members for the purpose of taking any official motion required by this ordinance. There shall be a quorum consisting of a majority of Board members, excluding vacant seats, for the purpose of taking any official motion required by this ordinance.~~

3.3.3.4. Offices and Duties.

3.3.3.4.1. Chair. A Chair shall be elected by the voting members of the Planning Board. The Chair shall decide all matters of order and procedure, subject to these rules, unless directed otherwise by a majority of the Board in session at the time. The Chair shall appoint any committees found necessary to investigate any matters before the Board.

3.3.3.4.2. Vice-Chair. A Vice-Chair shall be elected by the Board from among its voting members in the same manner and for the same term as the Chair. He/she shall serve as acting Chair in the absence of the Chair, and at such times he shall have the same powers and duties as the Chair.

3.3.3.4.3. Secretary. The secretary, subject to the direction of the Chair and the Board, shall keep all records, shall conduct all correspondence of the Board and shall generally supervise the clerical work of the Board. The secretary shall keep the minutes of each meeting of the Board. These shall show the record of all important facts pertaining to every meeting and hearing, every resolution acted upon by the Board and all votes of members of the Board upon any resolution or other matter, indicating the names of members absent or failing to vote.

3.3.3.4.4. Member Responsibilities. A Member shall request to be excused from discussion of or voting on any matter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, or readily identifiable impact on the Member. A Member shall represent him or herself as a board member and not undermine board recommendations at any other public meetings that address planning issues.

3.3.3.5. Meetings.

3.3.3.5.1. Regular Meetings. Regular meetings of the Board shall be held in the Council Chambers of Town Hall in accordance with a schedule as established by the Planning Board.

3.3.3.5.2. Special Meetings Special meetings of the Board may be called at any time by the Chair, or in his absence, the Vice-Chair. At least twenty-four (24) hours' notice of the time and place of special meetings shall be given, by the secretary or by the Chair, to each member of the Board; provided that this requirement may be waived by a majority of all the members.

3.3.3.5.3. Cancellation of Meetings. Whenever there is no business for the Board, the Chair may dispense with a regular meeting by giving notice to all members not less than twenty-four (24) hours prior to the time set for the meeting.

3.3.3.5.4. Quorum. ~~A quorum shall consist of four (4) members of the Board for zoning changes and amendments.~~ A quorum shall consist of a majority of Commission members, excluding vacant seats. All actions of the Commission shall be taken by majority vote, a quorum being present.

...

PART 2

[Revise Article 3, Section 3.42 to correct general language and make other minor updates.]

3.4.2. Creation and Organization.

3.4.2.1. The Board of Adjustment shall be governed by the terms of G.S. § 160D-302.

3.4.2.2. Membership and Vacancies. The Board of Adjustment shall consist of five (5) regular members and

two (2) alternate members. Four (4) members and one (1) alternate member shall be citizens and residents of the town and shall be appointed by the Smithfield Town Council. One (1) member and one (1) alternate member shall be citizens and residents of the extraterritorial jurisdiction surrounding the Town of Smithfield, as described pursuant to G.S. § 160D-307 and shall be appointed by the Board of County Commissioners of Johnston County, upon receipt of a resolution from the Town Council requesting that such appointments be made. If the Board of County Commissioners fails to make the appointments requested within ninety (90) days of receipt of the resolution, the Town Council shall make the appointments. The Town Council will ensure that proportional representation on the Board of Adjustments shall be maintained in accordance with G.S. § 160D-307, as amended. Alternate members shall not be entitled to vote on matters before the Board of Adjustment except when a regular Board of Adjustment member is absent from a duly called meeting. In that situation, the alternate shall have the same privileges as the regular members and may count for quorum purposes and vote if a regular member is absent.

The term of office of the members of the Board shall be for three (3) years. All members shall be subject to any appointee policy in effect by the Town of Smithfield during the term of appointment. Any vacancy which may occur will be filled according to this ordinance and any appointee policy in effect at that time. Members may be paid or reimbursed as current Town of Smithfield policy allows.

3.4.2.3. Attendance at Meetings. Faithful attendance at the meetings of the Board of Adjustment is important for the functioning of the Board. If a member is absent from three (3) meetings within any three hundred sixty-five-day period without permission of the board and the Member does not resign, then the Town Manager may hold an informal hearing with the Member as to whether his or her absence is excusable or whether it so damages the Board as to constitute cause for removal. After the hearing the Manager may excuse the absences or may refer the issue to the Town Council for a hearing on whether there is cause for removal. The Manager shall give the Member ten (10) days' notice of the time and place of the hearing and the Member may present evidence as to why he or she should not be removed.

3.4.2.4. Meetings of the Board of Adjustment.

3.4.2.4.1. Regular Meetings. Regular meetings of the Board shall be held in Town Hall in accordance with a schedule as established by the Board of Adjustment; provided, however, that meetings may be held at some other convenient place in the town if directed by the Chair in advance of the meeting, and provided further that if no business needing the attention of the Board has arisen since the last meeting and no unfinished business is pending, then the Chair may notify twenty-four (24) hours in advance the other members through the secretary that the meeting for that month will not be held.

3.4.2.4.2. Special Meetings. Special meetings of the Board may be called at any time by the Chair, or in his absence, the Vice-Chair. At least twenty-four (24) hours written notice of the time and place of special meetings shall be given by the Secretary or the Chair to each member of the Board.

3.4.2.4.3. The Board shall conduct its meetings in accordance with the quasi-judicial procedures set forth in Article 4, Part III.

3.4.2.4.4. Conflicts on Quasi-Judicial Matters. A member of the Board of Adjustment or any other body exercising the functions of the Board of Adjustment shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to member's participation and that member does not recuse himself or herself, the remaining members shall, by majority vote, rule on the objection.

3.4.2.4.5. All meetings of the Board shall be open to the public and whenever feasible the agenda for each board meeting shall be made available in advance of the meeting.

3.4.2.5. Quorum and Voting.

3.4.2.5.1. The concurring vote equal to four-fifths ($\frac{4}{5}$) of the full membership of the board and not excused from voting (a quorum being present), shall be necessary to grant any variance. All other actions of the board shall be taken by majority vote of those present and not excused from voting, a quorum being present.

3.4.2.5.2. Once a member is physically present at a board meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with subsection 3.4.2.4.3 or has been allowed to withdraw from the meeting in accordance with Subsection 3.4.2.4.4.

3.4.2.5.3. A member may be excused from voting on a particular issue by majority vote of the remaining members present under the following circumstances:

3.4.2.5.3.1. If the matter at issue involves the member's own official conduct; or

3.4.2.5.3.2. If the participation in the matter might violate the letter or spirit of the member's code of professional responsibility.

3.4.2.5.4. A member may be allowed to withdraw from the entire remainder of a meeting by majority vote of the remaining members present for any good and sufficient reason other than the member's desire to avoid voting on matters to be considered at the meeting.

3.4.2.5.5. A roll call vote shall be taken upon the request of any member.

3.4.2.6. Board of Adjustment Officers and Duties.

3.4.2.6.1. Chair. The Chair shall be elected by majority vote of the membership of the Board from among its members. ~~His~~ The term of office shall be ~~for a~~ one (1) year term, and until ~~his~~ a successor is elected, beginning on July 1st. The Chair shall be eligible for re-election. Subject to these rules, the Chair shall decide upon all points of order and procedure, unless directed otherwise by a majority of the Board in session at the time. The Chair shall appoint any committees found necessary to investigate any matter before the Board.

3.4.2.6.2. Vice-Chair. A Vice-Chair shall be elected by the Board from among its members in the same manner and for the same term as the Chair. He shall serve as acting Chair in the absence of the Chair, and at such times he shall have the same powers and duties as the Chair.

3.4.2.6.3. Secretary. ~~The UDO Administrator shall serve as Secretary. The UDO Administrator, or other assigned staff members, shall serve as Secretary and advisor to the Board of Adjustments and shall be responsible for keeping the record of minutes of the Board of Adjustments.~~

PART 3

[Revised Article 4, Section 4.6.4 and 4.10.4 to amend language for Town Council notice requirements and Board of Adjustments Voting.]

4.6.4. Action by the Town Council.

Action to consider a rezoning petition, including the scheduling of a public hearing, will be at the discretion of the Town Council.

4.6.4.1. ~~Before an item is scheduled for a public hearing is held before the Town Council,~~ the Planning Board's recommendation on each proposed zoning amendment must be received by the Town Council. If no recommendation is received from the Planning Board within thirty (30) days from the date when submitted to the Planning Board, the petitioner may take the proposal to the Town Council without a recommendation from the Planning Board. However, the Planning Board may request the Town Council to delay final action on the amendment until such time as the Planning Board can present its recommendations.

...

4.10.4. Board of Adjustment Action/Voting.

~~The concurring vote of four-fifths (4/5) of the full membership of Board of Adjustment and not excused from voting shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal. For the purposes of this subsection, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority.~~

The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

PART 4

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

PART 5

That these amendments of the Unified Development Ordinance shall become effective upon adoption. Duly adopted this the 19th of May 2026.

- 2. Rezoning Request (RZ-26-02):** The Town Council is respectfully requested to consider a zoning amendment to rezone a ±50.8-acre parcel, located at 2614 Buffalo Rd, Smithfield from R-20A (Residential-Agriculture) to LI (Light Industrial).

Councilman Gettys Cohen, Jr. made a motion, seconded by Councilwoman Doris Wallace to open the public hearing. Unanimously approved.

Planning Director Brent Reck presented Rezoning Case RZ-26-02 (Lincoln Barber Oldham Farm), in which Donna Barber Oldham requested rezoning of approximately 50.88 acres at 2614 Buffalo Road (from R-20A Residential Agricultural to LI Light Industrial). The site contains a house, fields, farm buildings, is partially crossed by an intermittent stream, and lies in a WS-IV-PA protected watershed near the eastern edge of the Town's ETJ, where Town utilities could be extended and satellite annexation is possible. Reck outlined typical light-industrial uses and noted a required Type C buffer around the tract, stating that with buffering and good site design, the use could be compatible with the area, referencing the nearby oil terminal industrial park in Selma. He reported the Planning Board's 4-3 vote against recommending approval, but advised that staff considers the request consistent with the Comprehensive Growth Management Plan, reasonable, and in the public interest, and therefore recommends approval. He asked the Council if there were any questions.

Councilman John Dunn asked if the area was included in a recently updated land use map, and what zoning was proposed for that area. Planner I Micah Woodard pulled up the map for the Council, and showed that the Town's future land use map guided this area towards light industrial (LI) uses for development.

Mayor Andy Moore asked if there were any more questions for staff from the Council. There were none. He then asked if there was anyone in the audience wishing to speak on the issue.

Kim Kurtz of Garner stated she owned land on Buffalo Road. She expressed concern about the potential scale of employment in the proposed light industrial park, asking how many people would work there per building and suggesting that "light industrial" could mean up to 150 employees in a single business. Staff responded that no site plan has been submitted yet and the current UDO does not regulate the number of employees per commercial development. Planning Director Reck stated at this point the Town has no site plan submitted, and the UDO does not regulate how many people the Town can have per commercial development. Mayor Andy Moore added that for now this matter is simply one of rezoning. In response to Kurtz's question about numerous houses being built on the development, Mayor Pro Tem Sloan Stevens stated petitioners would need to come back to the Council and go through the process to be granted such.

John Woolridge of 2809 Buffalo Road spoke in opposition to the rezoning, stating that his home is directly across from the subject property and that calling the change "in the public interest" ignores the interests of nearby residents. He criticized the earlier zoning commission process, claiming some members were unfamiliar with the site and yet made decisions that would affect the community "for years," and noted that the Planning Board had already voted against the rezoning. He argued the property should remain agricultural or possibly become residential, said other nearby older residents also oppose the change but could not attend, and urged the council to "do one thing right" by denying the rezoning.

Warren Stancil 2525 Buffalo Road, spoke in opposition to the rezoning, noting his home is essentially across from the property. He argued that the list of allowed light-industrial uses shown to the public highlighted only the more favorable examples and did not reflect the full range of potentially intensive uses. He cautioned that rezoning straight to LI would open the door to many uses—some by special use permit—and, if statutory criteria are met, the Town could be legally compelled to approve them. Stancil said this would be dangerous for a primarily residential gateway corridor into Smithfield, where no industrial uses currently exist, and could fundamentally change the character and intended use of the area. He questioned references to distant tank farms as justification and said it would be a shame to see industrial warehouses or a data center built there, asking council members how they would feel if such development were across the street from their own homes.

Perry Harris, (realtor for the property) stated that the Town's adopted land use plan already shows this tract as industrial and that the owner is simply asking for zoning to match that guidance. He said he has worked with Johnston County Economic Development, which is willing to fund site certification for the property, but that requires LI industrial zoning. Harris argued rezoning would increase the site's value and marketability but would not force it to be industrial forever. He noted that a neighboring landowner has agreed to provide sewer connection via an existing pump station and that the Town's utilities director has confirmed capacity. Harris said he has several active clients seeking sites, including one industrial user proposing a 600,000 sq. ft. automated distribution warehouse with about 25 jobs at a base salary of \$150,000, and he also sees the tract as an ideal location for a major shopping center to bring national retailers and reduce the need for Smithfield residents to shop elsewhere. He added that NCDOT has indicated it would consider widening Buffalo Road if a significant project moves forward and that any such development would likely be accompanied by annexation, generating new revenue for the Town.

Ken Langston, 2255 Buffalo Road, reminded the council of earlier discussions when a county project was proposed on Buffalo Road and it was described as the "new grand entrance" to Smithfield. He argued that light-industrial uses allowed under the requested rezoning—including truck terminals and data centers—would not be appropriate for that gateway, which is now entirely residential. Langston said Buffalo Road frontage should remain residential or perhaps be developed as mixed-use with neighborhood-serving shops, not industrial. He also noted that there are federal, state, and county programs to help keep productive farmland in agriculture and suggested this 50-acre, long-cultivated tract is exactly the type of land those programs are meant to protect. He emphasized he did not want to hinder the owners' ability to sell, but believes industrial zoning would degrade the character and intended use of this entrance corridor.

Bently Powell, whose wife owns property near 2789 Buffalo Road spoke in opposition to the rezoning, stating that a "blanket" change to light industrial without a specific site plan would leave the Town with no meaningful control over what ultimately gets built. He noted that once the zoning is in place, any use permitted in the LI district could be constructed, so long as buffering and other basic standards are met, and council would have no further say. He said that, absent a detailed development plan for review, the property should remain as currently zoned.

Edward Barbour, neighboring property owner acknowledged neighbors' concerns but argued that, with the required evergreen buffer, travelers on Buffalo Road would mainly see trees regardless of the specific use. He contended that a small industrial complex could have less overall impact than a large residential development, noting that high-density housing would likely place greater strain on sewer, roads, and schools. He added that some potential light-industrial uses, such as government buildings, were not highlighted, and said he would personally rather see about 50 vehicles per day from an industrial use than 250–300 from a major residential subdivision.

Carl Thomas Stancil of 2704 Buffalo Rd stated that if the town is going to build more homes, it needs to build more roads.

Mayor Pro Tem Sloan Stevens noted that while many of the by-right light-industrial uses listed would likely never fit or be viable on a 50-acre tract, the real issue is finding a middle ground between preserving purely agricultural/residential character and allowing the owners to sell and develop. He stated he would rather see a well-planned light-industrial or commercial project than a high-density residential subdivision with hundreds of homes and greater impacts on services, and acknowledged that continuing farming depends on someone actually wanting to farm the land. However, he

expressed concern that a straight rezoning to LI would cause council to lose leverage to “question and push back,” and suggested that many neighborhood concerns could be addressed through a conditional zoning process with enforceable buffers and limits on higher-impact uses. He added that while “data center” is technically listed, he doubts such a use is realistic on this site, and said his ideal outcome would be a mixed-use, supply-chain-friendly shopping center, asking how the Town can use its tools to steer the property toward that type of development rather than the full range of LI uses.

Planning Director Brent Reck responded to Councilman Stevens that under the UDO a Type C buffer would be required if the property is rezoned to light industrial, likely taking a 30–40-foot strip around the entire perimeter of the 50-acre tract. He noted that this perimeter buffer, combined with the need for driveways and access (ingress/egress), would significantly limit what could physically fit on the site and make very large, high-intensity uses like data centers impractical there.

In discussing oversight under different zoning approaches, council members asked what control they would retain if the property were rezoned as requested versus through conditional zoning. Staff and the Town Attorney explained that a standard (district) LI rezoning would allow any by-right uses in that district to proceed without returning to council, so long as they meet all setbacks and UDO requirements. By contrast, conditional zoning could attach specific conditions (including site plan review), requiring proposed developments to come back to council for approval, thereby preserving more oversight. Staff also noted that while some high-intensity industrial uses may not be financially feasible on a 50.8-acre tract given land prices, the smaller size of this parcel still limits the range of practical LI uses compared to a very large (e.g., 3,000-acre) industrial site.

Janet Langston of 2255 Buffalo Road asked whether buffers would be required regardless of the zoning. Planning staff clarified that if the property is rezoned to Light Industrial and adjoins residential zoning, a Type C buffer is required along those residential edges. They also noted that streams on the site trigger additional 50-foot riparian buffers on both sides, so the effective developable acreage is less than the full 50 acres once all perimeter and stream buffers are accounted for.

Planning Director Brent Reck stated yes, the LI zoning would require the buffers, agreeing with Langston that total available acreage for development would not be exactly fifty feet of developable space.

In response to questions, Planner I Micah Woodard clarified that the Town’s future land use map currently designates the area as light industrial—though it was shown as mixed use during earlier Planning Board deliberations—and that this industrial designation was adopted by council primarily to support site certification. Staff and Council further explained to citizens that rezoning to LI now would not permanently lock in that use; the property could be rezoned again in the future after site certification, and the future land use map being referenced is current, with only its printed date incorrect.

Mayor Andy Moore further explained that the decision before council that evening, which was only a request to rezone the property. He explained that if the property were rezoned and a development were later proposed or the land sold, specific site plans would then have to be submitted to the Town for review and approval, and all applicable ordinances and technical standards would apply at that time. He emphasized that it is not the council’s role to determine where streams or ditches are—that is determined by surveyors and state regulators—so those issues should not drive the current rezoning discussion. He asked if there were any further questions or discussion. There were none.

Councilman Gettys Cohen Jr. made a motion, seconded by Councilwoman Doris Wallace to close the public hearing. Unanimously approved.

After closing the public hearing, Mayor Pro Tem Sloan Stevens said he would have preferred the rezoning request to come in as conditional zoning from the start, so the Town could remove higher-impact uses, require extra buffering, and retain site plan approval to better protect neighboring residents, while still allowing the owner to sell and develop. Staff and the Town Attorney explained that because the application before council is a standard district rezoning to LI, council cannot add conditional-zoning style limits that night; for that, the applicant would need to file a new conditional zoning application, which would then allow council to restrict uses and impose conditions. They also

noted that a different desired outcome, such as mixed-use, would require a separate rezoning to a different district. With no further options available under the current request, a Councilwoman Doris Wallace called for the question to end debate.

Councilwoman Doris Wallace made a motion, seconded by Councilman Stephen Rabil to deny the rezoning request. Councilman John Dunn called for further discussion.

In follow-up discussion, Councilman John Dunn asked whether, if the petitioner returned with conditional LI zoning but simply met all normal LI standards, would council really gain any additional control. Town Attorney Bob Spence explained that conditional zoning is inherently negotiated: the applicant and Town must agree on specific conditions, and council can insist on more conditions or reject the request if they are not satisfied. Mayor Pro Tem Sloan Stevens then referenced a prior conditional rezoning he'd done in the county, where he added extra buffering, removed certain uses in case his use changed, and required site plan approval by the governing board. He said a similar conditional approach here—limiting uses and tying development to site plan approval—would keep neighbors' voices in the process and make for a different conversation than the standard LI rezoning under consideration.

Mayor Andy Moore stated that there was a motion and second on the floor to deny the request, and called the question. The motion to deny the rezoning request carried by a vote of five to one, with Mayor Pro Tem Sloan Stevens voting against the denial.

3. Special Use Permit Request (SUP-26-01): The Cloak & Dagger tattoo establishment is requesting a special use permit to operate at 103 N. Seventh Street, Smithfield, which is within the B-2 General Business zoning district.

Councilwoman Doris Wallace stated that having been in attendance of a Planning Board meeting and having heard this case, she wished to recuse herself.

Mayor Andy Moore explained that due to the quasi-judicial nature of the hearing, as Councilwoman Doris Wallace has already heard the facts of the case, he would entertain a motion to allow Councilwoman Wallace's recusal.

Councilman John Dunn made a motion, seconded by Councilman Stephen Rabil to allow the recusal. Unanimously approved.

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

Councilman John Dunn made a motion, seconded by Councilman Gettys Cohen, Jr. to open the public hearing. Unanimously approved.

Planning Director Brent Reck presented SUP-26-01 (Cloak and Dagger) for a tattoo establishment at 103 North Seventh Street within an already approved B-2 Conditional Zoning master plan that includes renovation of the existing building and a future three-story commercial flex building. He said the tattoo shop, operating mostly by appointment, should be compatible with nearby downtown retail and personal-service uses and have modest parking demand. The applicant is requesting a temporary gravel parking area until the larger project is built and underground stormwater facilities are installed, after which the lot would be paved. Under the UDO's special use provisions, council may impose conditions; staff proposed allowing gravel parking if it is properly graded and drained, secured by a performance bond, and paved within 36 months, with all other parking standards met. Staff found the required findings of fact satisfied and recommended approval of the Special Use Permit with this single condition.

Reck incorporated his presentation in the record presented to the Town Council as part of their May 19, 2026 agenda packets. He highlighted the text amendment and staff recommendations:

The draft amendment is as shown below:

	Primary Zoning Districts												
Uses	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				

DRAFT CONDITON/JUSTIFICATION LANGUAGE:

Condition for Temporary Parking Surface:

1. The applicant may utilize a **temporary gravel parking area** to serve the tattoo shop upon commencement of operations, provided that:
 - a) The gravel area is **properly graded, compacted, and drained** to prevent erosion or standing water.
 - b) The gravel area is **clearly delineated** for customer parking and does not encroach into required street yards, buffer yards, or rights-of-way.
 - c) The parking area shall be **paved with asphalt, concrete, or other Town-approved permanent surface** within **36 months*** of the issuance of the Certificate of Occupancy.
*(*Realistic time frame suggested from applicant)*
 - d) The applicant shall provide a **financial guarantee or performance bond**, in a form acceptable to the Town, to ensure completion of paving within the specified timeline.
 - e) All other off-street parking requirements in the Town of Smithfield Unified Development Ordinance shall be met, including ingress/egress design and parking space dimensions.

JUSTIFICATION (Section 4.9.4.5 – public interest and standards) (Staff Opinion):

The requested temporary use of a gravel parking surface is necessary to allow the applicant to establish the tattoo shop while minimizing upfront construction costs, which supports economic development and the revitalization of the existing building. The condition ensures that parking is **safe, accessible, and properly located**, while the requirement for eventual paving **protects the public interest** by maintaining compliance with Town standards for permanent off-street parking. The use of a temporary gravel surface is **consistent with the intent of the Unified Development Ordinance** by providing immediate off-street parking without negatively impacting adjacent properties, street safety, or neighborhood character.

FINDINGS OF FACT (Staff findings in Bold Italic)

1. Sec. 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.***
2. Sec. 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. ***With correct implementation of the one (1) condition; the use will have no adverse impact on the development or improvements to the surrounding properties.***
3. Sec. 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. ***With correct implementation of the one (1) condition; the site will have adequate utilities, drainage, parking and other necessary facilities.***

4. Sec. 4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas. ***With correct implementation of the one (1) condition; the use will not create such nuisances.***
5. Sec. 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 and will be maintained.***
6. Sec. 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 downtown setting.***
7. Sec. 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. ***With correct implementation of the one (1) condition; the use will be in harmony with the area.***
8. Sec. 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. ***With correct implementation of the one (1) condition; the proposed use will eventually be in conformance with the UDO requirements.***

Following Reck's presentation, and statement of staff's opinion of the findings of fact for the Special Use Permit (SUP) request, he recommended that the Council approve the SUP, subject to the stated conditions.

Mayor Andy Moore asked if there were any questions from the Council for staff. There was some discussion regarding the 36-month time frame for the gravel parking lot, with Councilman Rabil noting it was a long time. It was posed to the applicant whether they would be willing to shorten the 36-month request. Patricia Griffin, owner and applicant stated that at this point, they would like to keep the 36 months.

Mayor Andy Moore asked Ms. Griffin if she agreed to the testimony regarding the request as provided by Planning Director Brent Reck. Griffin agreed, and noted she also had a presentation for the Council.

Applicant Patricia Griffin (Grace Homemade International LLC) presented her plan for 103 North Seventh Street, explaining that the existing small building (about 2,400 sq. ft.) will be split into two suites: one for Cloak and Dagger Tattoo and one for an additional office/retail tenant to be leased immediately. She showed that the site is a 1.15-acre parcel across from the Chicken Barn, currently blighted and vacant, and outlined a two-phase project: (1) renovate the existing one-story building and add 10 on-site parking spaces accessed from North Seventh Street, and (2) construct a three-story, 42,000-sq.-ft. commercial flex building behind it, with underground stormwater facilities. Griffin displayed the planned underground stormwater chamber layout, noting it will require deep excavation under the future parking lot, and said fully paving the lot now would add about \$15,000 and likely need to be torn up later to install stormwater. She emphasized that the interim gravel parking is intended only as a bridge to the full build-out, that two ADA spaces will still be paved, and that the finished project will remove decades of blight, replace boarded-up structures with an attractive, code-compliant commercial site, and bring new tenants and investment to East Market Street.

Griffin's PowerPoint presentation was added to the official records on file in the office of the Town Clerk.

Mayor Andy Moore asked if there were any questions for Ms. Griffin. Councilman John Dunn asked if the entire project would be completed within the 36-month time frame. Griffin stated that is correct.

Mayor Moore asked if anyone in the audience wished to comment during the public hearing.

Stephanie Avery, of Smithfield, said she appreciates the overall redevelopment project but is concerned about locating a tattoo parlor immediately adjacent to an existing church and childcare center, with another church one block away. She emphasized she is not opposed to tattoos themselves, but urged

the council to consider whether a tattoo shop is appropriate so close to churches and childcare facilities, given the existing character of the area. Griffin noted she worked with, and has talked with the neighboring church, and they were all for this project.

During council discussion on the Cloak and Dagger SUP, Mayor Andy Moore stated that he views the two-building redevelopment as an excellent project and wants to see it succeed, but cautioned that properties can be sold and plans can change. To ensure the quality of what is ultimately built, he requested that the architectural rendering presented by the applicant be made a formal condition of the special use permit, so the building must substantially match that design. The applicant agreed that the rendering accurately reflects the intended appearance, noting that only the tattoo shop signage has not yet been finalized. Mayor Moore further asked that there be no flashing or neon-style lighting (e.g., VR or window lights) on the building and expressed concern that the proposed 36-month period for temporary gravel parking was too long, indicating he would prefer a shorter timeframe while acknowledging the applicant's construction phasing needs.

The following visual rendering of the proposed development is included in these minutes for the record:



Mayor Pro Tem Sloan Stevens asked whether the applicant would have to return to council for a continuation if the paving deadline passed without completion. Planning Director Reck explained that, if council approved a specific time limit along with a performance/guarantee bond, the Town would not need a continuation: once the deadline (e.g., 36 months) expires, the Town could call the bond and complete the paving work itself if the applicant has not done so.

Mayor Andy Moore asked Griffin if she would be willing to reduce the 36 months' time frame down any. Griffin stated that for the record, they do not want the project to go on longer than 36 months. She stated she would defer the matter to her general contractor.

The applicant's General Contractor, Robert Calhoun, was present at the meeting, and stated there was planning, engineering, permitting, etc. that will probably take a year—then construction can start.

In response to a question about timing from Mayor Andy Moore, applicant Patricia Griffin stated that Phase 1 (renovation of the existing small building and initial parking) would begin by late June or early July, with a goal of having tenants in the building and Phase 1 completed by October. She explained that 6–9 months after October would be spent on site engineering, additional planning, and securing financing for Phase 2, after which demolition of the old structure and construction of the new three-story building would begin—essentially breaking ground 6–9 months after completion of Phase 1. Planning Director Brent Reck confirmed that the prior conditional zoning applies to the entire parcel (both the existing and future building) as one project. A council member then remarked that 36

months for temporary gravel parking seemed long, noting that, at that point in the discussion, the only proposed condition on the SUP was the 36-month paving deadline.

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

When asked by Mayor Pro Tem Sloan Stevens, the applicant stated she agreed with the provision to keep architectural standards as presented by the rendering she presented to the Council, and to not have any flashing signage on the building.

Mayor Andy Moore reiterated that the Special Use Permit goes with the property, noting the Town has been burnt several times in years past when approval decisions were made, and the property was subsequently sold to another party (and the development was not what the Town thought it might be). Griffin stated she wanted the development to be family oriented, and for the two proposed sights on the property to be developed in similar fashion.

Councilman Sloan Stevens suggested that the 36 months for town-approved paving provision be shortened to 24 months, and brought back before the council for an update on the project at that time—to see if more time may be necessary. Attorney Bob Spence stated this could be made as part of the conditions. Griffin stated they could do that.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman Stephen Rabil to approve the Special Use Permit request SUP-26-01 with three conditions of use:

- 1. That the architectural standards be upheld throughout the project, with the architectural rendering being entered into the official record.*
- 2. That there be no flashing, neon or otherwise digitally animated signs on the building.*
- 3. To utilize the gravel parking lot for up to 24 months; and after 24 months the petitioner should come back before the Council to request any necessary extension.*

The motion was unanimously approved by the Town Council.

Councilwoman Doris Wallace returned for the remainder of the meeting.

CITIZENS' COMMENTS:

- There were no citizen's comments made during this meeting.

Councilman John Dunn made a motion, seconded by Councilman Roger Wood to approve the consent agenda as submitted. Unanimously approved.

CONSENT AGENDA ITEMS:

Approval of Minutes

- a. ~~April 16, 2026—Recessed Budget Session~~
- b. ~~April 16, 2026—Closed Session~~

- 1. Consideration and request for approval of Resolution No. 806 to adopt a South Water District Water Supply Plan in accordance with NC G.S. 143-355 (I):** This official plan has been created, submitted and accepted by NCDEQ. Official acceptance will be finalized once adopted by Resolution of the Smithfield Town Council.

**TOWN OF SMITHFIELD
RESOLUTION NO. 806 (13-2026)
FOR APPROVING SOUTH WATER DISTRICT**

LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Smithfield South Water District, has been developed and submitted to the NCDEQ for approval; and

WHEREAS, the NCDEQ finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Smithfield South Water District, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield that the Local Water Supply Plan entitled, Smithfield South dated May 19, 2026, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 19th day of MAY, 2026.

2. **Consideration and request for permission to remove the old DAV house located at 1500 Buffalo Rd.:** The Council is requested to approve removal of the old DAV house through the process of burning down as a training opportunity for the Smithfield Fire Department.
3. **Amendment to Contract to Audit Accounts:** Consideration and request for approval of the attached LGC-205 Amendment to Contract to Audit Accounts submitted by Thompson, Price, Scott, Adams & Co., P.A. The amendment reflects an increase in the fee for preparation of the financial statements, which was not included in the original contract. Council approval is requested to allow submission of the amended contract to the Local Government Commission for processing of the FY25 audit report.

BUSINESS ITEMS:

~~**Consideration and request for review of the Downtown Business District Feedback Survey:** The Council is being respectfully requested to review the survey and recommendations from staff feedback for benchmarks moving forward in the Town's Municipal Service District (MSD).~~

1. **Consideration to enter into a Grant Contract with NCLWF for the College Pond Retrofit Project:** On October 10, 2025, the Town of Smithfield was notified that it had been awarded grant funding in the amount of \$783,351 from the NC Land and Water Fund (NCLWF) Board of Trustees for the 2025-1003 Smithfield College Pond Retrofit Project. The Council is respectfully requested to approve or deny the grant contract.

Interim Manager Kimberly Pickett stated that the Spring Branch watershed project began under former Public Works Director Winsman, who obtained council's approval in October 2025 to apply for a North Carolina Land and Water Fund grant to improve water quality in the Spring Branch watershed in downtown Smithfield, part of the Neuse River Basin. The Town has since been awarded approximately \$783,315, with a Town match of about \$135,000, planned to be budgeted over two years. She noted that consulting firm McCormick Taylor is contributing an additional \$20,000 in in-kind services, and introduced Brian Roberts of McCormick Taylor to describe the technical details of the project and answer questions.

Brian Roberts of McCormick Taylor explained that the project is one of the priority items from the Spring Branch Resiliency Plan delivered to the Town in November 2024. It will retrofit the Town's College Pond (near College Road) by installing a continuous monitoring and adaptive control (CMAC) riser structure to increase stormwater storage. This pond receives runoff from the entire area near the I-95/US-70 interchange, so the CMAC system will lower the pond in advance of major storms to create extra storage, then control how water is released. The project also includes upgrading the emergency spillway and replacing the principal spillway into the downstream storm system. In addition to flood mitigation, the plan calls for installing floating wetlands in the pond to remove nutrients from stormwater and improve water quality downstream in the Neuse River Basin. Roberts noted that under the grant's terms, the Town is required to provide a 17% local match for the project—meaning whatever amount is ultimately spent from the grant, the Town must contribute at least 17% of that total cost, even if the final project cost comes in lower than originally estimated.

Roberts noted that the detailed construction budget for the College Pond retrofit is shown in the November 2024 estimate included in council's packet, along with background on Opti CMAC (continuous monitoring and adaptive control) software previously used on similar projects. He explained that Opti (or a comparable real-time control system) requires an annual subscription of about \$12,000, but the grant was written broadly enough ("Opti CMAC or real-time controls") to allow consideration of different vendors or options. He emphasized that a 17% local match is unusually low for this type of grant (typical matches are closer to 50%), and that the project was highlighted by NCDEQ due to its importance for the Neuse watershed. In response to council questions, he confirmed that McCormick Taylor modeled the entire watershed and pond piping, and that the CMAC system will be forecast-driven and automated, using storm forecasts and a USGS gage on the Neuse River to lower the pond in advance of storms, add more than 20 acre-feet of storage, and control releases so the pond does not discharge when river levels are already high.

Pickett noted that while currently budgeted under the Town's Public Works division, it will eventually be redirected as a Planning Department function.

The Council and staff discussed the flow watershed, noting benefits of this project for the Eva Ennis Park, Pine Acres, Sussex Drive, Venture Drive, and other neighboring areas.

Mayor Andy Moore asked for clarification for whether the grant estimates were based off of 2024 numbers, or whether the 17% is based on updated information. Roberts stated yes. The information was updated, and further noted that the cost coming from the Town's end would be for actual materials.

In response to a question from Councilman John Dunn about an April 2027 completion date, Brian Roberts clarified that date came from the original Spring Branch Resiliency Plan submitted in November 2024 and was only a rough target for implementing the entire plan. This College Pond retrofit is Phase 2 (Phase 1 was the two culvert replacements already funded by the state). He said the resiliency plan timeline has not yet been updated, but once the Town issues an RFP, selects a consultant, and the project formally starts, they expect about two years to complete construction, and the grant allows three years to use the funds, giving the Town some schedule flexibility.

In response to a question from Mayor Moore about the award of the grant, Pickett noted the Town has been approved for the grant, and we just needed to sign the contract and get it back to McCormick Taylor, at which time work can begin.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilwoman Doris Wallace to approve the Eva Ennis College Pond retrofit grant. Unanimously approved.

2. Consideration and request for review of the FY 2026-2027 Interim Manager's Proposed Budget and Fee Schedule: The Town Council is respectfully being asked to review and discuss the Interim Manager's proposed FY 2026–2027 Budget and Fee Schedule prior to the public hearing for Proposed Annual Budget.

Interim Manager Kim Pickett presented the FY 2026 proposed budget, noting a total General Fund of approximately \$24.8 million with the property tax rate held at \$0.45 per \$100 valuation (Downtown District at \$0.16), and motor vehicle tax revenue estimated at about \$950,000. She reported required increases in retirement contributions, property/liability insurance, and health insurance, and up to a 2% merit increase for full-time staff. She briefly reviewed major department budgets (Police, Fire, Public Works, Parks & Recreation, Aquatics), highlighted key capital items (street resurfacing via Powell Bill and fund balance, vehicles/equipment, IT and software upgrades, fire apparatus replacement planning, early funding toward a future Fire Station 3), and noted there is no proposed retail rate increase for water, sewer, or electric at this time, though updated rate studies are underway. She also mentioned modest changes to the fee schedule (cemetery, parks and recreation, removal of taxi-cab permit fee) and confirmed the budget includes contingency in all three major funds. Upon giving all the major highlights of her proposed budget to the Town Council, it was noted that the public hearing for approval of the proposed annual budget will be scheduled for June 2, 2026 to receive any public feedback.

A copy of the Manager's Proposed Budget is on file in the office of the Town Clerk.

Councilman Roger Wood noted that he would like the Town to consider digital voting in the future. Pickett noted that this was a feature in the newly proposed *BoardBook* software for the Town Council. He commended Pickett for doing a good job on the budget, citing it's never easy.

Mayor Pro Tem Sloan Stevens echoed Wood's comments on the excellent job done on the Town's budget. He also commented that the proposed budget is conservative, focused on needs with some limited extras, and noted it could easily be much larger. He asked that the planned East Neuse water improvement project at the I-95 crossing be evaluated and, if possible, structured so the added water capacity is reserved and prioritized for future economic development projects.

Interim Manager Kim Pickett reiterated that there will be a public hearing on June 2 for the FY 2026 budget, after which council may adopt it or delay action. She highlighted minor fee schedule changes: adjustments to cemetery and parks and recreation fees, inclusion of tap fees in the upcoming water/sewer rate study, and elimination of the taxi cab driver permit fee due to administrative burden outweighing the revenue. It was suggested that future technology-related tools (e.g., digital voting) might be funded from the PEG/tech channel revenues.

Mayor Andy Moore then emphasized that while the Town has a healthy fund balance, it should be used primarily for one-time expenses, not to support recurring operating costs, to avoid long-term budget problems. He thanked staff and department heads for their work in developing the budget and commended council for productive discussions, stating he believes the Town has a solid, responsible budget.

COUNCILMEMBER COMMENTS:

- Mayor Andy Moore thanked staff and department heads for their work on the budget and town operations, offered condolences to Councilwoman Wallace on the loss of her sister, and asked staff to better centralize the publicizing of all Town events (Parks & Rec, Downtown/DSDC, Police, Fire, Library, etc.) in a single, easily found location for residents.

- Councilman Roger Wood suggested creating a regular feature to highlight one department each month—including its activities and employees—using tools like the Town’s Channel 64 and social media to recognize staff and keep citizens informed.

TOWN MANAGER’S REPORT:

Interim Manager Kim Pickett reminded everyone of the employee picnic on Friday at the Recreation & Aquatics Center (outdoors weather-permitting, otherwise in the gym from 11:30 a.m.–2:30 p.m.), noted it is Public Works Week, and thanked Lawrence and his team. She also reported that, in response to complaints about unclear parking on Market Street, NCDOT will grind and restripe on-street parking overnight on June 10–11, with follow-up patching, and that NCDOT (DFC) will present its Market Street design on June 2. A council member commented that existing Market Street signage is “extremely obnoxious” and should be improved. Mayor Moore agreed signage should be reviewed not only on Market Street but town-wide and said that could be addressed as part of the upcoming project.

Closed Session Pursuant to NC G.S. 143-318.11 (a)(3)

Councilman Roger Wood made a motion, seconded by Councilman Stephen Rabil to go into closed session pursuant to NC G.S. 143-318.11 (a)(3) at approximately 10:04 pm. Unanimously approved.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman Roger Wood to reconvene into open session at approximately 10:30 pm. Unanimously approved.

Adjourn:

Councilman Roger Wood made a motion, seconded by Councilwoman Doris Wallace to adjourn the meeting at approximately 10:31 p.m. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Due to the absence of the Town Clerk at this meeting, the following minutes were transcribed from video and audio recording.

The Smithfield Town Council met on Tuesday, June 2, 2026 at 7:00 pm in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Council Members Present:

Mayor Pro Tem Sloan Stevens
Dr. Gettys Cohen, Jr., District 1
Doris L. Wallace, District 4
Roger Wood, At-Large
Stephen Rabil, At-Large
John Dunn, At-Large

Council Members Absent:

Travis Scott, District 3

Administrative Staff Present

Kimberly Pickett, Interim Town Mgr.
Jeremey Daughtry, Fire Chief
Pete Hedrick, Chief of Police
Gary Johnson, Parks & Rec Director
Shannan Parrish, HR Director
Planning Director, Brent Reck
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Director
Tracy Stubblefield, Finance Director

Also Present:

Robert Spence, Jr., Town Attorney

Administrative Staff Absent:

Elaine Andrews, Town Clerk

CALL TO ORDER:

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

INVOCATION:

The invocation was given by Councilwoman Doris Wallace, followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Councilman Roger Wood made a motion, seconded by Councilman Gettys Cohen, Jr. to approve the agenda, amended as follows. Unanimously approved.

Remove from the Consent Agenda:

Item No 9: Consideration and request for approval to allow employees to donate accumulated sick time to an employee in the Public Works Department.

Item No.11: Proclamation - National Gun Violence Awareness

Item No. 12: Consideration and request for approval of Budget Amendments

Add to Presentations:

Item No. 1: Proclamation – National Gun Violence Awareness

Moved to Presentation Item No. 2: DOT Presentation – Market Street Update

Add to Business Items:

Item No. 3: Consideration and request for approval of Budget Amendments

PRESENTATIONS:

1. Proclamation – National Gun Violence Awareness

Mayor Andy Moore read a proclamation declaring June 5, 2026 as *National Gun Violence Awareness Day* in the Town of Smithfield. The proclamation honored victims, supported survivors and their families, and encouraged community efforts to promote safety and reduce gun violence. Mayor Moore signed the proclamation and presented it to the attendees who had come forward for the occasion.

**PROCLAMATION
DECLARING JUNE 5, 2026 TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY IN THE
TOWN OF SMITHFIELD**

WHEREAS, every person deserves to live in a community where they feel safe in their homes, schools, workplaces, places of worship, and public spaces; and

WHEREAS, gun violence impacts individuals, families, and communities across the United States and has lasting emotional, physical, and economic effects; and

WHEREAS, National Gun Violence Awareness Day honors the lives of those lost to gun violence, supports survivors and affected families, and raises awareness about the importance of preventing firearm-related tragedies; and

WHEREAS, communities throughout the nation recognize the importance of promoting education, responsible firearm ownership, safe firearm storage practices, mental health awareness, conflict de-escalation, and collaborative violence prevention efforts; and

WHEREAS, the Town of Smithfield values the safety and well-being of all residents and recognizes the importance of community partnerships, public engagement, and respectful dialogue in fostering safer neighborhoods; and

WHEREAS, National Gun Violence Awareness Day serves as an opportunity to remember victims, support survivors, and encourage continued efforts to reduce violence and strengthen community safety for future generations.

NOW THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield, NC do hereby proclaim **June 5th, 2026** as:

NATIONAL GUN VIOLENCE AWARENESS DAY

in the Town of Smithfield and encourage residents to honor the memory of those impacted by gun violence, support survivors and their families, and work together to promote safe, healthy, and connected communities.

2. DOT Presentation – Market Street Update

Interim Town Manager Kimberly Pickett introduced Addison Gainey, Division Project Development Engineer for NCDOT Division 4, who presented a conceptual design update for the Market Street safety improvement project (Project HS-2404V) and associated side street improvements.

Mr. Gainey explained that the project is federally funded under a highway safety program and covers Market Street from Front Street to US 301. At the prior request of the Town, NCDOT agreed to incorporate improvements to Town-owned side streets into the same design and construction contract, with the Town responsible for funding or securing funding for the municipal portion of the work.

Market Street Improvements

Gainey outlined the following planned improvements along the Market Street corridor:

- Upgrading all pedestrian crossings at signalized intersections to current ADA standards, including new curb ramps, high-visibility crosswalks (24-inch staggered markings), accessible pedestrian signals with audible countdowns, and retimed signals using a 3.5 feet-per-second pedestrian crossing standard. A leading pedestrian interval of approximately three seconds will also be incorporated.
- Widening travel lanes on Market Street to 11 feet, with a painted buffer area of approximately 4–5 feet between the outside lane and the curb/sidewalk for most of the corridor.
- Installing a raised concrete island between Front Street and Second Street to slow incoming traffic as it transitions from the 45-mph zone to the 25-mph town speed limit. Mr. Gainey noted the island could also serve as a location for town signage and that landscaping could be considered as an alternative to concrete.
- Reconfiguring the lanes at the US 301 intersection so that the inside lane becomes a dedicated left-turn lane heading north, the outside lane becomes the through lane, and a drop right-turn lane is created. This change is intended to eliminate the backups from left-turning vehicles that currently spill into oncoming traffic.
- Adding emergency signal preemption at the Market Street and Fourth Street intersection, connected directly to the fire station, so that firefighters can trigger an immediate signal phase change before responding to calls.
- Adding a dedicated left-turn lane from Market Street onto Third Street North as part of the one-way street conversion.
- Upgrading all traffic signal equipment (heads, cables, controllers) to current standards throughout the corridor.
- Installing pavement markings, including I-95 directional shields, to guide drivers into correct lanes approaching US 301. Mr. Gainey indicated NCDOT would maximize signage to the extent standards allow, particularly given concerns raised about commercial vehicles missing turns.
- All DOT-owned roadway within the project area will be milled and resurfaced. Municipal streets will receive new markings on existing pavement unless the Town elects to fund resurfacing separately.

Side Street Improvements – One-Way Conversion

Mr. Gainey described the proposed conversion of three streets around the Johnston County Courthouse into a one-way circulation pair:

- Second Street – converted to one-way heading south, from Bridge Street to East Johnson Street, with angled parking on the courthouse side and accommodations for ADA-compliant handicapped spaces at the main courthouse entrance.
- East Johnson Street – converted to one-way heading east, from Second Street to Third Street, with angled parking on the courthouse side.
- Third Street – converted to one-way heading north, from Johnson Street to Bridge Street, with angled parking on the courthouse side and a handicapped space near the historic preservation building. An all-way stop is proposed at the intersection of East Johnson Street and Second Street to account for the change in directions.

Gainey noted that curb ramp and crosswalk upgrades on the north side of Market Street at non-signalized intersections may be eligible under the federal Transportation Alternatives Program (TAP), with the Town's share at only 20 percent, and federal money would cover the other 80 percent.

Gainey discussed upgrades and deficiencies with the outdated traffic signal equipment at Third and Bridge Streets. He also noted there were signals at Second and Bridge—and at Third and East Johnston Streets

in the one-way conversion area that he described as extremely old town-owned equipment that is no longer manufactured. Gainey stated he had ideas to present to the Council for input for what options could be at the intersections.

Councilman John Dunn asked for clarification for TAP fund use, with Gainey stating they could mainly be used for sidewalks and not signaling. He also added that any new signals on Market Street would be funded by the DOT.

Mayor Pro Tem Sloan Stevens asked for clarity regarding the traffic counts for the area, with Gainey showing what the one-way pairs will look like for traffic flow. Gainey noted as the traffic plan develops the turn lanes will be linked to show patterns. Stevens sought specific data for how much traffic would flow from Second, Third and other streets along the corridor, with Gainey noting they have the counts. Gainey added that NCDOT can disburse turns to other routes as movement is taken away, and as appropriate by doing a capacity analysis.

Mayor Moore raised concerns about angled parking and traffic patterns for residents and commuters currently using Second Street to exit town heading west. Mr. Gainey acknowledged that the one-way conversion would redistribute that traffic to Front Street and Third Street, and committed to sharing detailed turn-movement count data with the Council so they could evaluate the specific volumes involved.

There was some concern expressed about peak afternoon traffic on Third Street, noting that it already backs up during courthouse closing hours, and questioned how the system could absorb additional vehicles. Gainey explained that the one-way conversion reduces the number of signal phases at each intersection, allowing signals to operate more efficiently and move more vehicles through the same space. He drew a comparison to the reduced-conflict intersection design used elsewhere in the state, where removing competing phases improves overall throughput. He acknowledged the concern and committed to providing the capacity analysis results as the design progresses.

Councilman Stephen Rabil asked whether parking space counts were known to go up or down, and Gainey confirmed that a prior count had been shared with the Town. He cautioned that a raw comparison of striped spaces before and after the project could be misleading, since many existing spaces are substandard in width or length. He offered to resend the parking analysis to staff.

Councilman Gettys Cohen Jr. questioned the function of the raised median, with Gainey noting it was generally to slow people down coming into town, and a place to put signage.

Discussion also touched on the future potential of Front Street as a pedestrianized corridor, and the long-term impact that could have on Third Street traffic. Gainey confirmed that the existing traffic counts and rerouting scenarios would help inform those longer-term planning considerations. Interim Manager Pickett noted specific sections and noted impacts. She stated she would re-send that information she had to the Board.

Gainey also identified two town-owned signals requiring Council direction: the signal at Second Street and Bridge Street, and the signal at Third Street and East Johnson Street. Both are on aging equipment with obsolete software and components that can no longer be sourced.

For each location, NCDOT presented two options:

- All-way stop: Estimated at approximately \$30,000 for Second and Bridge (signal removal only) and approximately \$50,000–\$55,000 for Third and East Johnson (which requires removal of existing metal mast arm poles and concrete foundations).
- New traffic signal: Estimated at approximately \$155,000 at either location if existing mast arm poles can be reused. If the poles and foundations cannot support new equipment—which is uncertain due to a lack of historical records—replacement with new mast arms and deep foundations would cost approximately \$340,000–\$350,000 at Third and East Johnson.

Gainey emphasized that either option would function adequately given the traffic volumes, and that the choice is ultimately a matter of Town preference. He requested a decision within approximately four to six weeks so that the signal designs could be incorporated into the plans concurrently with the rest of the project, avoiding delays later in the review process.

Gainey confirmed that NCDOT's goal is to cover as much of the side street work as possible with state funds and to assist the Town in pursuing outside funding sources—such as legislative contingency—for the

remaining betterment costs. Payment under the betterment agreement would not be required upfront but upon project completion.

Mr. Gainey reported that design is currently underway. NCDOT is targeting completion of the environmental document by August 2026, with a goal of awarding a construction contract by the end of the year. Construction is expected to last six to eight months but will proceed in intermittent phases. All work affecting traffic on Market Street or the courthouse block will be performed at night to minimize disruption.

Councilman John Dunn clarified with Gainey that the betterment agreement meant that no costs would be required up front, but paid upon the completion of the project. Dunn further inquired that at first it did seem that if the Town decided to go with the one-way pairs there would be things that the state could roll into the project to help the Town out; however, after the presentation it seems that NCDOT's main intent was to assist with crosswalks, pedestrian signalization and markings on the street. Dunn clarified that obviously the DOT cannot pave the town's streets nor provide signaling thereof. Gainey stated unfortunately, no, and concurred that a while back upon original discussions there may have been an opportunity to get federal funding for some side streets to be incorporated—but now the funding is only for Market Street. Gainey stated, however that with every intersection along Market Street, DOT would likely cover the first 100 feet of the side street as part of the Market Street project—covering as much as they possibly can with state dollars while following the rules. Gainey also stated they would try to assist the Town with outside funding via legislative contingency—preparing any estimates or documentation that the Town might need.

Gainey further clarified that all improvements touching Market Street are funded 100 percent by NCDOT, while the town-owned signal intersections and associated side street work are the Town's financial responsibility, with the TAP 80/20 cost-share available only for pedestrian crosswalk and sidewalk elements.

Councilman Stephen Rabil questioned the design showing drivers turning into angled parking off of Second Street, with Gainey noting the design in the presentation was conceptual, and the final plans will be off-set from the intersection for standard distance.

Councilman John Dunn asked about designated left turn lane on Third and Bridge Street, and on Second coming back. Gainey reiterated the conceptual nature of the plans, and noted that a traffic analysis would dictate turning lane needs—all things considered and sharing plans, and accepting feedback along the way.

During other discussion regarding conceptual information that was out for public opinion, Pickett stated that she wanted to iterate that handicap parking at the courthouse and on North Third Street are in the plans, and has not been removed. Gainey stated he would share more updates in the near future to give a better overall picture of the project.

Mayor Andy Moore asked whether the current signage along Market Street—described as excessive and obstructing business visibility—would be addressed as part of the project. Gainey confirmed that a fully revised signage plan would accompany the project, and that with the removal of parking lanes on Market Street, far less signage would be required going forward.

Mayor Moore thanked Mr. Gainey for the detailed presentation and noted that while the overall concept had been discussed in prior meetings, the level of detail provided this evening was valuable for public understanding. Mr. Gainey agreed to forward all traffic count data to the Town promptly after the meeting.

A copy of the DOT Market Street Presentation is on file in the records of the Town Clerk.

PUBLIC HEARINGS:

- 1. FY 2026-27 Town of Smithfield Budget Hearing:** The Town Council is respectfully requested to hear public comments, and to consider the adoption of the Interim Town Manager's proposed FY 26-27 Budget and fee schedule, in accordance with NC G. S. 159-12. A balanced budget must be adopted by the majority of the sitting Council prior to July 1, 2026.

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

Interim Manager Kimberly Pickett addressed the Council stating that her presentation is basically the same one given at a prior meeting, with no change. Pickett presented a summary of the proposed FY 2026-27 budget, noting that a more detailed presentation had been provided at the previous Council meeting. Key highlights included:

- Total budget: \$58,462,433, comprising the General Fund (Fund 10) at \$24,798,099; Water/Sewer Fund (Fund 30) at \$14,219,190; and Electric Fund (Fund 31) at \$19,445,144. Separate supplemental funds include the J.B. George Beautification Fund (\$4,880) and the Fireman Relief Fund (\$15,800).
- Property tax rate: Unchanged at \$0.45 per \$100 valuation, projected to yield \$10,607,090 at a 98% collection rate. The revenue-neutral rate is \$0.42.
- Downtown MSD rate: Unchanged at \$0.16 per \$100 valuation, projected to yield \$100,849 at a 98% collection rate.
- No increases to water, sewer, or electric rates at this time. Interim Town Manager Pickett noted that a rate study for electric service is pending and that the Town may need to revisit rates upon receiving updated bulk power costs from the county for sewer.
- Mandated cost increases: State retirement contributions increased (general employees from 14.35% to 15.10%; law enforcement officers from 16.10% to 17.10%); property/liability and medical insurance each increased by 6%.
- Merit increases: Up to 2% merit increase budgeted for all full-time employees.
- New positions: Four new positions are included—three Battalion Chief positions reflecting an organizational restructuring in the Fire Department, and one facility maintenance position in Parks and Recreation.
- Debt service in the General Fund covers the ladder fire truck, police department expansion, knuckle boom truck, and Smithfield Crossing debt, with a contingency of \$838,300.

Interim Town Manager Pickett also presented a comparison of utility costs for an average Smithfield residential customer versus residents served by the Town of Selma, the Town of Clayton, and Duke Energy. Smithfield customers save approximately \$897 annually compared to Selma and \$1,457 annually compared to Clayton. Compared to Duke Energy, Smithfield customers save approximately \$474 annually on a blended basis, though Duke's March-through-November rate is slightly lower.

Mayor Moore noted that this comparison is meaningful to residents who may not realize their combined utility bill includes electric, water, sewer, and sanitation services, unlike areas served by Duke Energy where only an electric bill is received from the utility. Mayor Moore further requested that the budget presentation be posted to the Town's website for public accessibility. Interim Town Manager Pickett confirmed this could be done, noting that the full budget document had already been published online and at the Clerk's Office.

No members of the public came forward to comment.

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

Councilman Roger Wood made a motion, seconded by Councilman John Dunn to approve the FY 2026-27 Town of Smithfield budget as presented. Unanimously approved.

Councilman Roger Wood made a motion, seconded by Councilman John Dunn to approve the FY 2026 associated adopted fee schedule. Unanimously approved.

CITIZENS' COMMENTS:

- Lindsay Bean of 10 Alpine Court addressed the Council regarding a vacant house near where she lived whereby a neighbor is consistently dumping debris that looks unsightly in front of her home. She stated she was tired, and feels the dumping is being done to specifically harass her. She brought in pictures for record. She asked why the Town did not fine the house for dumping as is done in Selma. Bean stated she has contacted the Police, Sheriff and Fire Departments, and even reached out to the State, who the Town would hear from. Bean stated she wanted the matter stopped to protect her property.

- Kyle McKeel, 106 Whitley Drive, Smithfield asked the Council to reconsider the proposed location of the baseball stadium at Community Park, which he described as a mature hardwood forest containing tulip poplar trees potentially 180 years old. Mr. McKeel stated that he has used the trails in those woods for approximately twenty years and that a Facebook post soliciting public opinion on preserving the site as a nature park received overwhelming support. He suggested a vacant adjacent field as an alternative stadium site that would not require deforestation. He also suggested the Town use QR codes on public notices linking to site maps to improve community awareness of major land use decisions.
- Stephanie Avery of Meadowbrook Drive, Smithfield requested that the Town establish a text or alert notification system for utility outages, specifically referencing a recent power outage in South Smithfield where residents were left to call in without receiving any proactive communication. She also asked how the Town would communicate with residents in the event of a more serious emergency, and suggested the utility billing process be used to allow customers to opt into text alerts.
- Pam Lampe, a resident of Smithfield, expressed support for a public hearing process on the baseball stadium decision, questioning whether one was legally required given the economic development nature of the project. She also shared observations on the Market Street DOT proposal, expressing hope that angled parking on the one-way streets would be implemented safely. She commended the Town on the Municipal Service District discussion and expressed optimism that upcoming benchmarks for the DSDC would help unite downtown stakeholders. She also encouraged preserving the wooded area at Community Park as a public green space similar to regional parks such as Shelley Lake or Umstead.
- Kimitha Fulwood, a representative of the Johnston County Public Health Department, 517 North Bright Leaf Boulevard reminded attendees that June is Men's Health Month and encouraged men to obtain preventative screenings and blood pressure and diabetes checks. She also noted that rising 7th and 12th graders are required to receive Tdap and Meningococcal vaccines before the upcoming school year and encouraged families not to wait, as the Health Department is administering those vaccines over the summer. She offered informational materials on available services for Council distribution.

Mayor Moore asked staff to post the Public Health Department's informational materials to the Town's social media and website.

CONSENT AGENDA ITEMS:

Councilwoman Doris Wallace made a motion, seconded by Councilman Gettys Cohen, Jr. to approve the consent agenda as amended. Unanimously approved.

- 1. Approval of Minutes:**
 - a. April 16, 2026 – Recessed Budget Session
 - b. April 16, 2026 – Closed Session
 - c. April 21, 2026 – Regular Session
- 2. Special Event – Bright Mind 5K Walk on June 13, 2026:** The Council is being asked to consider approval of Temporary Use Permit (TUP) to allow Tatum Godwin to hold the Bright Mind 5K Run from 8:00 a.m. to 1:00 p.m. at 306 S. Second Street. Amplified sound will be used and food will be sold. The applicant has contacted Smithfield Police Department to provide security.
- 3. Special Event – Bulldog Harley-Davidson Fashion Show – June 6, 2026:** The Council is being asked to approve a TUP to allow this event at 1043 Outlet Center Drive from 11:00 a.m. to 4:00 p.m. A DJ will provide amplified music from 12:00 p.m.

to 3:00 p.m. A food truck will be on site, and attendance is expected to exceed one-hundred people.

4. **Special Event – Bulldog Harley-Davidson Ride into Summer Event – June 13, 2026:** The Council is being asked to approve a TUP to allow this event at 1043 Outlet Center Drive from 11:00 a.m. to 4:00 p.m. A food truck will be on site selling food.
5. **Special Event – Bulldog Harley-Davidson Great American Ride Event – June 20, 2026:** The Council is being asked to approve a TUP to allow this event to be held at 1043 Outlet Center Drive from 11:00 a.m. to 4:00 p.m. A live band will provide amplified music and a food truck will be on site selling food. Attendance of over one-hundred people is expected.
6. **Special Event – Bulldog Harley-Davidson Bike Night Event – June 25, 2026:** The Council is being asked to approve a TUP to allow this event to be held at 1043 Outlet Center Drive from 11:00 a.m. to 4:00 p.m. A live band will provide amplified music via speakers from 5:00 p.m. to 8:00 p.m. A beverage truck will be on site selling beverages. Attendance of over one-hundred people is expected.
7. **Special Event – Bulldog Harley-Davidson Roll & Ride Event – June 27, 2026:** The Council is being asked to approve a TUP to allow this event to be held at 1043 Outlet Center Drive from 11:00 a.m. to 4:00 p.m. A live band will provide amplified music from 12:00 p.m. to 3:00 p.m. Food trucks will be on site selling food and attendance of over one-hundred people is expected.
8. **Consideration and request for approval to allow employees to donate accumulated sick time to an employee in the Customer Service/Finance Department.**

~~Consideration and request for approval to allow employees to donate accumulated sick time to an employee in the Public Works Department.~~

9. **Consideration and request for Promotion:** The Council is respectfully requested to consider the promotion of one Public Utilities Employee from Utility Line Mechanic to Pump Station Mechanic.

~~Proclamation – National Gun Violence Awareness~~

~~Consideration and request for approval of Budget Amendments:~~ The Council is respectfully requested to consider approval of budget amendments to appropriate and reallocate funds; ensuring proper accounting and to maintain compliance with the Town's adopted budget ordinance and financial policies.

10. **Capital Project Ordinance Approval - CP 01-2026 for PFAS Mitigation Funds:** The Finance Department is seeking approval of a capital project ordinance for the PFAS mitigation project within the Town's water system in accordance with NC G.S. 159-13.2.

**Ordinance No. CP-01-2026
PFAS Mitigation Funds**

**Town of Smithfield Capital Project Ordinance
PFAS Mitigation**

Be it ordained by the Town of Smithfield Town Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Water Sewer Capital Project Ordinance

amendment is hereby adopted:

Section 1. This ordinance establishes regulations and procedures for identifying, monitoring, reducing, and managing per- and polyfluoroalkyl substances (PFAS) contamination within the jurisdiction. The project aims to protect public health, drinking water sources, and the environment by setting standards for testing, reporting, remediation, disposal, and compliance for affected facilities, industries, and public infrastructure.

Section 2. The officers of this unit are hereby directed to proceed with the project within the rules and regulations established by the NCGS and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

PFAS Litigation Funds	\$1,100,000.00
Total:	\$1,100,000.00

Section 4. The following amounts are appropriated for the project:

PFAS Expense	\$1,100,000.00
Total:	\$1,100,000.00

Section 5. The Finance Director is hereby directed to maintain within the Project Fund sufficient detailed accounting records to provide the accounting to the grantor agency required by Federal and State regulations.

Section 6. The Finance Director is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 7. The Finance Director is directed to include detailed analysis of past and future costs and revenues on this grant project in every budget submission made to the Town Council.

Section 8. Copies of this Project Ordinance shall be made available to the Finance Director for direction in carrying out this project.

Adopted this 2nd day of June, 2026.

11. Capital Project Ordinance Approval – CP 02-2026 for the Baseball Stadium at Community Park: The Finance Department is seeking approval of a capital project ordinance for the Smithfield baseball stadium project at Community Park in accordance with NC G.S. 159-13.2.

**Ordinance No. CP-02-2026
Smithfield Baseball Stadium – Community Park**

**Town of Smithfield
Smithfield Baseball Stadium**

Be it ordained by the Town of Smithfield Town Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following General Fund Capital Project Ordinance amendment is hereby adopted:

Section 1. The project authorized is for the Smithfield Baseball Stadium located at the Smithfield Community Park.

Section 2. The officers of this unit are hereby directed to proceed with the project within the rules and regulations established by the NCGS and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Smithfield Baseball Stadium Funds	\$3,500,000.00
JoCo Baseball Stadium Funds	\$2,000,000.00

JCVB Baseball Stadium Funds	\$500,000.00
Total:	\$6,000,000.00

Section 4. The following amounts are appropriated for the project:

Baseball Stadium Expense	\$6,000,000.00
Total:	\$6,000,000.00

Section 5. The Finance Director is hereby directed to maintain within the Project Fund sufficient detailed accounting records to provide the accounting to the grantor agency required by Federal and State regulations.

Section 6. The Finance Director is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 7. The Finance Director is directed to include detailed analysis of past and future costs and revenues on this grant project in every budget submission made to the Town Council.

Section 8. Copies of this Project Ordinance shall be made available to the Finance Director for direction in carrying out this project.

Adopted this 2nd day of June, 2026.

12. Consideration and request for approval of contract award to Siemens as the lowest responsible responsive bidder for the installation of 115kV Breakers at Electric Delivery Point No. 1 for the amount of \$263,466: Council is respectfully requested to review, and authorize approval for the Interim Town Manager to execute the proposed agreement.

13. Consideration and request for approval of amendment contract for CSG Systems, Inc. to continue to provide billing support and mailing services for the Town's utility bills

14. Consideration and request for approval of the re-appointment of Rick Childrey to the Library Board of Trustees: The Town Clerk's Office has received an application of interest from Rick Childrey seeking re-appointment to the Library Board of Trustees.

15. New Hire Report

Filled Positions

The Town Council is informed that the following positions have been successfully filled in accordance with the Adopted FY 2025–2026 Budget. This information is provided to formally acknowledge staffing updates and to maintain transparency in the hiring process.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Annual Salary</u>
Master Police Officer	Police	10-20-5100-5100-0200	\$67,486.50 yr

Current Vacancies

The Town Council is informed of the following current vacancies within the organization, which remain unfilled. These vacancies are reported to ensure transparency in staffing levels and to keep the Council apprised of ongoing recruitment efforts.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Town Manager	General Gov.	10-10-4200-5100-0200 30-71-7220-5100-0200 31-72-7230-5100-0200
Assistant Finance Director	Finance	10-10-4200-5100-0200 30-71-7220-5100-0200 31-72-7230-5100-0200
Firefighter (1 position)	Fire	10-20-5300-5100-0200
Sanitation Equipment Operator (2 positions)	PW – Sanitation	10-40-5800-5100-0200
Aquatic Center Supervisor	SRAC	10-60-6220-5100-0200
Water/ Sewer Crew Leader (2 positions)	PU – W/S	30-71-7220-5100-0200
Pump Station Mechanic	PU – W/S	30-71-7220-5100-0200
Utility Line Mechanic (2 positions)	PU – W/S	30-71-7220-5100-0200

BUSINESS ITEMS:

1. Consideration and request for approval for Greenway Bridge Repairs:

The Parks and Recreation Department is respectfully requesting approval to enter into an agreement with Jose Munoz Solis for the amount of \$44,500 (\$30,000 from grant funding) for the Greenway Boardwalk Repairs Project.

Parks and Recreation Director, Gary Johnson presented a request for approval to enter into an agreement with Manuel Solis (Jose Munoz Solis) for the Buffalo Creek Bridges and Boardwalk Repairs Project in the amount of \$44,500. The project is funded in part by a \$30,000 Open Space grant received from Johnston County in December 2025, with the remaining \$14,500 drawn from available savings within the current year's capital budget—specifically from cost savings realized on the court resurfacing project and fencing project at the Greenway.

Director Johnson confirmed that no previously committed capital projects were being cut and that all funds were within the current FY 2025-26 budget.

Councilwoman Doris Wallace made a motion, seconded by Councilman Stephen Rabil to approve the request. Unanimously approved.

2. Consideration and request for review of the Downtown Business District

Feedback Survey: The Council is being respectfully requested to review the survey and recommendations from staff feedback for benchmarks moving forward in the Town's Municipal Service District (MSD).

Interim Town Manager Pickett presented the results of a Downtown Business District feedback survey conducted in March 2026 and sent to approximately 107 downtown business and property owner email addresses, with 34 responses received (approximately 31 percent response rate). The survey covered awareness of the Downtown Smithfield Development Corporation (DSDC), perceived effectiveness of its programming, communication quality, and business priorities.

Key findings included that while 53 percent of respondents rated DSDC's overall impact as positive, 29 percent rated communication as poor. The top priorities identified by businesses were marketing downtown (71%), increased foot traffic (47%), events and festivals (47%), beautification and streetscape improvements (44%), and business recruitment (41%). Recurring themes in open-ended comments included concerns about parking and accessibility, limited foot traffic converting to return customers, vacant storefronts, inconsistent outreach,

and perceptions of safety downtown.

Interim Town Manager Pickett noted several important contextual factors: that parking concerns are a shared Town and DSDC issue rather than solely a DSDC responsibility; that the DSDC's 501(c)(3) status limits it to marketing downtown as a whole rather than individual businesses; and that the DSDC's Executive Director, Heidi, is already implementing improvements including a monthly newsletter, a weekly event calendar, and an updated website allowing businesses to self-post information. Interim Town Manager Pickett praised the Executive Director's dedication and noted she is one of the reasons a new independent bookstore is coming to downtown Smithfield.

Interim Town Manager Pickett presented proposed performance benchmarks for inclusion in the upcoming MSD contract renewal, organized around six areas: perception and trust, business engagement, foot traffic and economic impact, events and programming, marketing and promotion, and business recruitment and vacancy reduction. Specific targets were proposed for one-year and three-year timeframes, including increasing positive impact ratings from a baseline of 53 percent to 65 percent at year one and 80 percent at year three, increasing communication ratings from 50 percent to 70 percent at year one and 85 percent at year three, and reducing downtown vacancy rates by 40 to 60 percent over three years.

In closing remarks, Pickett noted that the DSDC Director, Heidi Gilmond, was a very hard worker who tries her hardest to make downtown as vibrant as it can be.

Mayor Moore clarified how many surveys there were, and how they were sent out. Pickett answered roughly over 100 surveys, (30% response rate) went out via email. Moore, noting concerns regarding communication asked what the primary means of communication is by DSDC to the business owners. Pickett stated Heidi has a distribution list of downtown businesses, and correspondences are sent out everyone for communications. Mayor Moore noted how some who state they never receive communications have responded to the survey. Moore added that the communication should be the same for all--and if there is an issue with communication it needs to be addressed and fixed.

Mayor Moore offered extensive commentary on the state of downtown Smithfield, noting the shift in downtown business traffic as the Town has grown with new businesses outside of the downtown area. Moore noted that this business growth is a very fortunate thing for a town with a population of just over thirteen thousand people. He emphasized that the courthouse has historically been both a strength and a challenge for downtown activity. He noted that county employees represent a consistent and substantial customer base for downtown restaurants and businesses. He acknowledged parking enforcement as an ongoing priority and noted marked improvement over the past two years. He reiterated that the Town's role is to create opportunity and favorable conditions for business, not to operate commercial enterprises. Mayor Moore also noted that he would like to see more police presence in the downtown area to maintain safety. Moore also referenced visits to downtown Apex and Edenton as sources of ideas for Smithfield, including a community ambassador program he observed in Edenton. He noted the survey was a good start to formulate a plan for follow through.

Mayor Pro Tem Sloan Stevens asked whether the Town has a vacant building ordinance and whether it could be strengthened, and brought back before the Council. Attorney Bob Spence, and Interim Town Manager Pickett confirmed that an ordinance exists and suggested it may benefit from review and enhancement. Stevens highlighted the role of DSDC is to help attract businesses to downtown. He also mentioned that if there were certain events that did not turn out so great, it's fine to scrap those ideas, and come up with new ones that may be more beneficial, noting he's here to help.

Pickett asked if the Council was ok with the benchmarks and goals on page 124 of the survey. Councilman Stephen Rabil asked if there would be monthly check-ins for benchmarks being met. Pickett stated this would be more like quarterly updates. She also mentioned continuing with annual surveys. The Council indicated its support for the proposed benchmarks and directed staff to incorporate them into the upcoming MSD contract.

There was some discussion regarding DSDC board members stepping in to assist the two employees of downtown development. There was also discussion regarding the vacancies and price points of buildings for sale and rent in downtown relevant to today's market.

Mayor Moore thanked DSDC director, Heidi Gilmond for everything she and staff do for Downtown.

3. Consideration and request for approval of Budget Amendments: The Council is respectfully requested to consider approval of budget amendments to appropriate and reallocate funds; ensuring proper accounting and to maintain compliance with the Town's adopted budget ordinance and financial policies.

Councilwoman Doris Wallace asked about the \$92,000 budget amendment, stating that usually when amendments are made, they are itemized for what the allocation was made for. Finance Director Tracy Stubblefield explained that the budget amendments before the Council represent year-end accounting cleanup activities—reallocating funds to the correct line items within the Town's general ledger rather than authorizing any new or additional spending. She described the miscellaneous receipts line item of \$92,000, which had drawn a question from Councilwoman Wallace, as a credit representing various receipts received during the year that lack a designated revenue code, such as animal licenses, scrap metal proceeds, dog tags, donations, and insurance recovery funds. She confirmed that the overall budget bottom line is not affected by the amendments, and that each debit entry has a corresponding credit.

Councilwoman Wallace also asked about the timing of financial reports to the Council. The Finance Director confirmed that financial reports through April had already been provided and that May financials would be presented at the July Council meeting, with the two-month lag attributable to the time required to reconcile the P-Card statements and close the month. Councilwoman Doris Wallace confirmed with Stubblefield that the Board would receive regular monthly financials after that point, with Stubblefield noting after that point it should be consistent.

Mayor Andy Moore noted that the \$92,000 item was a credit in the budget amendment, which he stated was a good thing.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman John Dunn to approve the budget amendments as presented. Unanimously approved.

**Town of Smithfield, North Carolina
Budget Amendment 06.02.2026
Fiscal Year 2025/2026**

Be it ordained by the Town Council of the Town of Smithfield, North Carolina that the following amendment be made to the 2025-2026 Budget Ordinance for the fiscal year ending June 30, 2026:

Section I: To amend the General Fund (Fund 10) for transfers of revenues to the appropriate expense line items. General Fund (Fund 10) accounts are to be amended as follows:

<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
10-00-3100-3100-1000 Current Year Taxes		533,500
10-00-3100-3100-1200 Downtown Tax District		3,000
10-00-3100-3100-1400 Cur Yr MVT		227,500
10-00-3100-3101-0100 PY Taxes		2,700
10-00-3100-3101-0120 PY Downtown Tax		1,800
10-00-3100-3104-0101 Penalties & Interest		5,900
10-00-3100-3104-0102 JoCo Tax Collect Fee	416,300	
10-00-3110-3110-0100 Local Option Sales Tax		71,000
10-00-3900-3900-0000 Fund Balance	1,000	

10-10-3400-3400-0002 Zoning Permit	12,900
10-10-3400-3400-0005 Site Plan	23,500
10-10-3400-3405-0000 Recreation Receipts	12,000
10-10-3400-3405-0001 Recreation Spec Proj	10,200
10-10-3400-3405-0002 Rec/Pepsi Spon	2,200
10-10-3400-3405-0003 Rec Contributions	2,700
10-10-3400-3407-0001 SRAC-Aquatic Fees	33,500
10-10-3400-3407-0004 SRAC-Program Fees	5,300
10-10-3800-3800-0000 Misc Receipts	92,000
10-20-3300-3380-0100 Controlled Sub Tax	1,650
10-40-3100-3104-0101 Penalties (Sanitation)	106
10-40-3300-3315-0100 Grant – Cemetery	7,800
10-40-3400-3400-0004 Stormwater Permit	3,060
10-40-3400-3403-0003 Grave Opening Fees	6,300
10-40-3400-3408-0001 Sanitation (Commercial)	1,925
10-20-3800-3800-0001 Officer Fees	3,525
10-20-3800-3800-0006 MVA Cost Recovery	6,500
10-20-3800-3800-0007 EMS-Insurance Coll	1,200
10-20-3800-3800-0012 Parking Fees	1,425
10-10-3800-3800-0003 Fixed Assets	43,000
10-10-3800-3800-0010 Other Rent Income	2
10-10-3800-3800-0011 Legal Proceeds	6
10-10-3900-3900-0770 Insurance Recovery	219,500
10-10-4100-5125-0610 Retiree Supplemental	1,000
10-10-4100-5300-1500 Service Awards/Rec	12,000
10-10-4100-5300-3305 Miscellaneous	3,400
10-10-4100-5300-4500 Service Contracts	5,000
10-10-4100-5700-7400 Capital Outlay	1,500
10-10-4110-5300-0770 Insurance & Bonds	1,500
10-10-4110-5300-4500 Election Expense	7,875

10-10-4110-5300-5701 League of Muni Dues	820
10-10-4200-5100-0250 Overtime	15
10-10-4200-5300-4501 Service Contracts	30,000
10-10-4300-5300-3403 IT Supplies – Police	1,100
10-10-4300-5300-4501 Service Contracts	30,000
10-10-4900-5300-1701 Refunds	100
10-10-4900-5300-2900 Professional Fees	155
10-10-4900-5300-3100 Vehicle Supplies	1,200
10-10-4900-5300-3305 Miscellaneous	160
10-10-4900-5300-4501 Service Contracts	5,000
10-20-5100-5100-0250 Overtime	23,000
10-20-5100-5700-7400 Capital Outlay	15,000
10-20-5300-5300-1700 Equip Maint & Repair	7,500
10-20-5300-5300-2900 Professional Fees/Dues	4,300
10-20-5300-5300-3100 Vehicle Supplies/Maint	25,000
10-30-5600-5300-4501 Service Contracts	5,000
10-30-5600-5700-7403 Capital Outlay	199,000
10-30-5650-5300-3300 Supplies/Operations	3,000
10-30-5650-5300-3600 Uniforms	1,000
10-30-5650-5700-7400 Capital Outlay	3,000
10-40-5800-5100-0250 Overtime	5,000
10-40-5800-5125-0610 Retiree Supplemental	100
10-40-5800-5300-1000 Debt Collection	2
10-40-5800-5300-3100 Vehicle Supplies/Maint	30,000
10-40-5800-5700-7400 Capital Outlay	1,000
10-40-5900-5100-0250 Overtime	2,000
10-40-5900-5300-4501 Contract Serv	6,300
10-60-5500-5100-0250 Overtime	500
10-60-5500-5300-3300 Supplies/Operations	1,000

10-60-5500-5700-7400 Capital Outlay	90,000
10-60-6200-5100-0210 Part-Time	300
10-60-6200-5300-0780 Umpires/Referees	5,000
10-60-6200-5300-1701 Refunds	220
10-60-6200-5300-1702 Reimbursement	20
10-60-6200-5300-2900 Professional Fees	800
10-60-6200-5300-3450 Rec Special Proj	5,000
10-60-6200-5700-7400 Capital Outlay	330,000
10-60-6220-5300-1700 Equip Maint & Repair	5,100
10-60-6220-5300-1701 Refund	1,100
10-60-6220-5700-7400 Capital Outlay	45,500
10-60-6240-5300-4501 Service Contracts	60
10-61-4110-5300-5717 Web Design/Maint	2,200

Section II: To amend the General Fund (Fund 10) for transfers of revenues to the appropriate expense line items for the purposes of Information Technology. General Fund (Fund 10) accounts are to be amended as follows:

<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
10-20-5100-5300-1700 Equip/Maint.	4,000	
10-10-4300-5300-4501 IT Service Cont.		4,000

Section III: To amend the Water Sewer Fund (Fund 30) for transfers of revenues to the appropriate expense line items for the purposes of Information Technology. Water Sewer Fund (Fund 30) accounts are to be amended as follows:

<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
30-71-3500-3772-0000 Sludge Processing		12,125
30-71-3800-3800-0003 Fixed Assets Disposal		220
30-71-3850-3850-0000 Interest on Investments		35,000
30-71-3990-3990-0770 Insurance Recovery		9,680
30-71-7200-5100-0250 Overtimes	14,000	
30-71-7200-5125-0610 Retiree Suppl.		800
30-71-7200-5300-1000 Debt Collection		1
30-71-7200-5300-1701 Building Maint & Improv		2,000
30-71-7200-5300-3600 Uniforms		225
30-71-7220-5100-0250 Overtimes		30,000

30-71-7220-5125-0610 Retiree Supplemental	800
30-71-7220-5300-0770 Prop Liab/WK	9,950
30-71-7220-5300-1000 Debt Collection Fee	2
30-71-7220-5300-1300 Utilities	14,000
30-71-7220-5300-3300 Supplies/Operations	41,000
30-71-7220-5300-4501 Service Contracts	18,000
30-71-7220-5300-5710 EDC	73,754
30-71-7240-5400-9506 Multiple W/S Proj	1

Section IV: To amend the Electric Fund (Fund 31) for transfers of revenues to the appropriate expense line items. Electric Fund (Fund 31) accounts are to be amended as follows:

<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
31-72-3550-3520-0002 Online Fees		20,500
31-72-3550-3560-0000 Penalties		12,000
31-72-3800-3800-0003 Fixed Assets		550
31-72-3900-3900-0770 Insur. Recovery		6,720
31-72-7230-5300-0770 Prop Liab/WC	600	
31-72-7230-5300-1000 Debt Coll Fee	20	
31-72-7230-5300-1100 Telephone	500	
31-72-7230-5300-1121 Postage	11,800	
31-72-7230-5300-1201 Legal Fees	275	
31-72-7230-5300-1700 Equip. Maint & Rp		20,000
31-72-7230-5300-2900 Prof Fees/Dues	25,500	
31-72-7230-5300-3100 Vehicle Supplies	3,500	
31-72-7230-5300-3300 Supplies/Operations		14,725
31-72-7230-5300-4401 Debit-Credit Cd Fee	2,300	
31-72-7230-5300-4501 Serv Contracts	12,500	
31-72-7230-5300-4502 CS/Tyler	17,500	

Section V: To amend the Capital Projects General Fund (Fund 46) for transfers of revenues to the appropriate expense line items. Capital Projects General Fund (Fund 46) accounts are to be amended as follows:

<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
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46-30-3560-3560-5605 Loan Proceeds Knuckleboom Truck	420,000
46-75-3870-3870-0300 Trans GF	250,000
46-40-5800-5700-7405 Knuckleboom Truck	220,000
46-40-5800-5700-7403 Streetsweeper	200,000
46-10-4110-5700-7301 Architect Plan For Town Hall	250,000

Section VI: Copies of this Budget Amendment 06.02.2026 shall be furnished to the Town Clerk, Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 2nd day of June 2026.

COUNCILMEMBER COMMENTS:

Councilwoman Wallace suggested reviving a Town information guide or resource booklet for residents, noting that she has encountered numerous community members who are unaware of where to direct questions about Town services.

Mayor Andy Moore commented positively on the recent Farmers Market held at the new downtown location, noting that it appeared to work well. He suggested staff consider placing directional signs and balloons at the Municipal Building parking lot to help direct attendees, particularly those unfamiliar with the new location.

Councilwoman Wallace thanked volunteers who have been active at the community garden and acknowledged a resident who donated flowers to the garden effort.

TOWN MANAGER'S REPORT:

Interim Town Manager Pickett offered the following announcements:

- National Garbage Man Day is June 17th.
- Freeman Schoolhouse Ribbon Cutting is scheduled for June 19th at 11:00 AM.
- Juneteenth Parade is June 20th.

Interim Town Manager Pickett concluded by reading a letter of commendation received from Detective Chris Wilson of the Coffey County Sheriff's Office, recognizing Captain D.A. Tindle, Corporal Reynolds, and the Smithfield Police Department for their cooperation in apprehending a wanted individual from Pennsylvania. The Department's license plate reader (Flock) cameras identified the subject's vehicle crossing into North Carolina, leading to the arrest. Mayor Moore and the Council commended the Police Department for the successful inter-agency operation.

Adjourn:

Councilwoman Doris Wallace made a motion, seconded by Mayor Pro Tem Sloan Stevens to adjourn the meeting at approximately 8:22 p.m. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

DRAFT

The Smithfield Town Council met on Tuesday, June 16, 2026 at 7:00 pm in the Council Chambers of the Smithfield Town Hall. Mayor M. Andy Moore presided.

Council Members Present:

Mayor Pro Tem Sloan Stevens
Dr. Gettys Cohen, Jr., District 1
Travis Scott, District 3
Stephen Rabil, At-Large
John Dunn, At-Large

Council Members Absent:

Doris L. Wallace, District 4
Roger Wood, At-Large

Administrative Staff Present

Kimberly Pickett, Interim Town Mgr.
Elaine Andrews, Town Clerk
Jeremey Daughtry, Fire Chief
Pete Hedrick, Chief of Police
Gary Johnson, Parks & Rec Director
Shannan Parrish, HR Director
Planning Director, Brent Reck
Ted Credle, Public Utilities Director
Lawrence Davis, Public Works Director

Also Present:

Robert Spence, Jr., Town Attorney

Administrative Staff Absent:

Tracy Stubblefield, Finance Director

CALL TO ORDER:

Mayor Moore called the meeting to order at 7:00 pm. Prior to the invocation, Mayor Moore informed the Council that Councilman Roger Wood had been admitted to Duke Hospital the previous evening and was undergoing double transplant surgery. He requested that the Council keep Councilman Wood in their prayers.

INVOCATION:

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

APPROVAL OF AGENDA:

Councilman Gettys Cohen, Jr. made a motion, seconded by Councilman John Dunn to approve the agenda, amended as follows. Unanimously approved.

Add to the Consent Agenda:

Item No. 8 - Juneteenth Celebration and March: Mayor Andy Moore stated a Juneteenth Celebration in March at Smith Collins Park on June 22, 2026, requesting approval for a street closure, security personnel, food vendors, and temporary structures

Item No. 9 - Legal Settlement: Mayor Andy Moore stated this added item is a legal settlement between the Town of Smithfield, Shook Construction Company, and the Wooten Company pursuant to NC G.S. 130A-2.1.3.

PRESENTATIONS:

1. Juneteenth Proclamation

Mayor M. Andy Moore read a proclamation designating June 19, 2026 as Juneteenth in the Town of Smithfield, recognizing the significance of the date in African American history and encouraging residents to observe the occasion through ceremonies, educational programs, and community activities. Councilman Gettys Cohen, Jr. and others in attendance of the meeting, received the Proclamation from the Mayor.

TOWN OF SMITHFIELD PROCLAMATION Recognizing Juneteenth – June 19, 2026

Whereas, Juneteenth commemorates June 19, 1865, the day Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas, and announced the freedom of some of the last enslaved people in the United States; and

WHEREAS, although President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, many enslaved people in Texas remained in bondage until federal authority could be enforced following the Civil War; and

WHEREAS, newly emancipated African Americans in Texas began annual Juneteenth celebrations to commemorate freedom, preserve their history, and inspire future generations; and

WHEREAS, for more than 150 years, Juneteenth has been observed and celebrated across the United States as a reminder of the enduring struggle for liberty, justice, and equal opportunity for all; and

Whereas, Juneteenth serves as a reminder of the abolition of slavery in the United States and the enduring pursuit of liberty, equality, and justice for all; and

Whereas, in 2026, our nation marks the 250th anniversary of the signing of the Declaration of Independence, while also reflecting on the continuing journey toward freedom and opportunity for all Americans; and

Whereas, Juneteenth provides an opportunity to honor African American history, heritage, culture, and contributions, and to recognize the strength, resilience, and achievements of generations of African Americans; and

WHEREAS, the events of June 19, 1865, became known as "Juneteenth" and marked a significant milestone in the nation's journey toward freedom and equality; and

Whereas, the Town of Smithfield encourages residents to celebrate Juneteenth through reflection, education, community engagement, and a renewed commitment to building a more inclusive future;

Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield, North Carolina, along with the members of the Town Council do hereby proclaim June 19, 2026, as

JUNETEENTH

in the Town of Smithfield. We encourage all residents to recognize the significance of this day in African American history and in the history of our nation, and to observe and celebrate Juneteenth through appropriate ceremonies, educational programs, and community activities.

Proclaimed this 16th day of June, 2026.

PUBLIC HEARINGS:

- 1. Municipal Service District Contract Hearing:** The Council is respectfully requested to hold a public hearing to receive input before contracting with a private entity in the Municipal Service District, and to approve or deny authorization for the new contract as required by NC G.S. 160A-536(d1).

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman John Dunn to open the public hearing. Unanimously approved.

Interim Town Manager Kimberly Pickett presented the background on the Municipal Service District (MSD) contract process. She explained that the town had solicited public input through social media and the town website and had issued a Request for Proposal advertised in the Johnston County News on May 20. One RFP was received from the Downtown Smithfield Development Corporation (DSDC). Pickett noted that the proposed new contract included performance benchmarks drawn from a prior survey and requested a 5-year term rather than the previous 3-year standard, though she indicated the town would accept a return to a 3-year term at Council's direction.

Councilman Scott raised two concerns. First, he emphasized the importance of inclusive engagement with all downtown businesses, including those with negative perceptions of DSDC. Interim Town Manager Pickett confirmed that quarterly business engagement sessions with all storefront owners had been added to the contract as a benchmark. Second, Councilman Scott asked whether the DSDC would be subject to public records requests, given that the contract is funded in part by tax dollars. Interim Town Manager Pickett clarified that the DSDC, as a 501(c)(3), does not fall under North Carolina public records law.

Attorney Spence acknowledged that public records obligations could theoretically be contractually required but cautioned that doing so could be burdensome and might deter volunteer board members. Mayor Pro Tem Sloan Stevens expressed concern about inadvertently exposing volunteer board members to potentially bad-faith records requests, while acknowledging the legitimate interest in financial transparency. The Council generally agreed that the DSDC's financial information, including their budget and expenditures—is already made available through the town and through the organization's annual tax filings, and that Interim Town Manager Pickett regularly provides financial updates to the Council. Councilman Scott clarified that his concern was primarily about financial transparency rather than personal communications and referenced past financial discrepancies under a prior contract period.

With the Mayor's permission, DSDC Director Heidi Gilmond addressed the Council, confirming that the organization had not received any public records request and that its meetings are open to the public. She noted that her salary is disclosed through the organization's annual tax filings and that all expenditures are board-approved in a public setting. She provided a budget overview, noting that approximately \$100,000 in MSD funds was received in the current fiscal year out of a total budget of approximately \$568,000, with the remainder raised through fundraising, sponsorships, grants, and donations. She indicated the next fiscal year's MSD contribution is anticipated to increase to approximately \$234,000.

Councilman John Dunn made a motion, seconded by Councilman Gettys Cohen, Jr. to close the public hearing. Unanimously approved.

Following the public hearing, Councilman Travis Scott asked that the current DSDC contract be extended for 30 days to allow staff time to revise the new contract with a 3-year term and a 90-day exit clause for either party, with the revised contract to be brought back for Council approval at the next session.

Councilman Travis Scott made a motion to extend the current DSDC contract for 30 days and return the revised contract—incorporating a 3-year term and a 90-day termination provision—to the Council for approval at a subsequent meeting was made by Councilman Travis Scott and seconded. The motion carried unanimously.

CITIZENS' COMMENTS:

- No citizens came forward to speak.

Councilman Gettys Cohen, Jr. 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. April 29, 2026 – Recessed Budget Session
- b. May 5, 2026 – Regular Session (including budget discussions)
- c. May 5, 2027 – Closed Session (under a separate cover)

2. Special Event – Bulldog Harley-Davidson Ride into Summer on July 11, 2026:

The Council is being asked to grant a Temporary Use Permit (TUP) for this event will be held at 1043 Outlet Center Drive on from 11:00 am to 4:00 pm. Live amplified sound will be utilized between 12:00 pm and 3:00 pm. A food truck will be on site serving food.

3. Special Event – Bulldog Harley-Davidson Bikini Bike Wash on July 18, 2026:

The Council is being asked to grant a TUP for this event to be held at 1043 Outlet Center Drive from 12:00 pm to 3:00 pm. A food truck will be on site selling food.

4. Special Event – Father's Day Cookout – June 21, 2026, at Smith Collins Park:

The Council is being asked to grant a TUP to Omar McKnight to have a Father's Day Cookout. Amplified sound will be used 12:00 noon to 8:00 pm. Over 100 people are expected to attend.

5. Special Event – Bulldog Harley-Davidson Christmas in July on July 25, 2026:

The Council is being asked to grant a TUP for the event to be held at 1043 Outlet Center Drive from 11:00 am to 4:00pm. A food truck will be on site selling food.

6. Special Event – Bulldog Harley-Davidson Bike Night on July 30, 2026:

The Council is being asked to grant a TUP for this event to be held at 1043 Outlet Center Drive from 5:00 pm to 8:00 pm. A food truck will be on site selling food.

7. Sound Rivers MOU:

The Town Council is respectfully requested to consider the finalization of agreement with Sound Rivers for the installation and management of a trash collection device at Spring Branch.

8. Juneteenth Celebration and March:

The Council is being asked to approve a request from Angela Williams to hold a Juneteenth Celebration and march at Smith-Collins Park on June 20, 2026. This annual event will include a street closure, security personnel, food vendors and temporary structures exceeding 200 sq. feet. As the event components differ from those approved in previous years, Council approval is respectfully requested.

- 9. Legal Settlement:** In accordance with NC G.S. 132-1.3, staff is providing a high-level summary of the terms of a settlement agreement reached between the Town of Smithfield, Shook Construction Company and the Wooten Company. Council approval is respectfully requested to allow execution of agreement.

BUSINESS ITEMS:

1. Administrative Ordinance Amendment Discussion - Electric Line Extension

Policy: The Council is requested to discuss and consider an ordinance amending Chapter 18, *Utilities* to add Article VII, Section 18-190 for a Town Electric Line Extension Policy.

Public Utilities Director Ted Credle presented a discussion item on codifying the town's electric line extension policy into the municipal code. He noted that while Chapter 18 addresses water and sewer extensions in detail, electric distribution is only referenced broadly and has not been meaningfully updated since 2008. Credle explained that the town's current practice—placing the cost burden of electrical line extensions on developers rather than absorbing it into town funds—mirrors the approach used for water and sewer and is consistent with how neighboring municipalities such as Benson operate. He indicated this practice has been informally in effect since development at East River but is not in written policy, which leaves the town vulnerable to disputes.

Councilman Scott, who had brought the issue before the Council, affirmed the rationale, noting that as an enterprise fund, the electric utility must be self-sustaining and that growth costs should not fall on existing ratepayers. He also raised the ancillary benefit of requiring underground service, which improves community aesthetics and reduces storm-related outages. Mayor Pro Tem Stevens expressed support and suggested the policy apply to major subdivisions while excluding infill development and single-lot builds, where main line extensions are typically not required. The Council agreed that underground installation is already the de facto standard among new developers. Interim Town Manager Pickett noted the need for clear grandfathering provisions to distinguish between projects already approved for plat and those that would fall under the new ordinance. Councilman Gettys Cohen, Jr. confirmed with staff that the distinction between informal practice and having a codified policy, and the Council directed staff to proceed with drafting formal ordinance language for a future public hearing.

No formal motion was required; the Council provided consensus directions to staff to proceed.

2. Administrative Ordinance Amendment Discussion - Loitering in Town

Parks: The Town Council is requested to discuss and consider an ordinance amending Chapter 12, *Parks and Recreation*, by adding Section 12-110, Regulating Loitering and Idle Presence in Town Parks and Recreational Facilities.

Parks and Recreation Director Gary Johnson presented a framework ordinance for regulating access, occupancy, and use of town parks and recreational facilities. He described recurring issues with the monopolization of shelters and pavilions—with individuals or groups occupying amenities for four to eight hours at a time—as well as similar concerns at the pickleball courts during peak hours. The proposed ordinance would establish a two-hour continuous use limit for any amenity without a permit, require a reservation permit for groups of more than ten persons using a shelter regardless of duration, define prohibited conduct within access zones (areas within 25 feet of restrooms, playground boundaries, and building entrances), and restrict adults from remaining in designated playground areas unless supervising a child or performing authorized work. Enforcement would be handled by the police department through a graduated process including verbal warnings, removal from the facility, citations, and trespass notices. The ordinance also includes explicit protections for passive recreational use and constitutionally protected activity.

Councilman Scott asked whether the ordinance would address unauthorized vendors and inquired about the duration of a trespass order. Director Johnson confirmed that vendors are generally not permitted in parks and that trespass terms are governed by applicable law.

Councilman Scott also asked Director Johnson to consider planning for a gated secondary entrance at Smithfield Community Park to prevent the park from becoming a through-route after hours, particularly if a second entrance is developed. Director Johnson indicated those discussions have begun.

Councilman Cohen confirmed that parks are closed at sunset, with Smith Collins and Smithfield Community Park remaining open until 10:30 PM due to lighted amenities.

Mayor Moore raised the possibility of charging non-resident fees for amenities such as pickleball courts, which Director Johnson noted is under consideration as the county expands its own parks and recreation services.

No formal action was taken; the item will return for a public hearing prior to adoption.

COUNCILMEMBER COMMENTS:

Councilman Gettys Cohen, Jr. relayed positive constituent feedback regarding ongoing paving improvements in District 1 and thanked the Council and staff for the effort.

Mayor Moore shared that he received an update during the meeting from Councilman Wood's wife indicating that the kidney transplant surgery had been completed successfully, that the surgical team was pleased with the outcome, and that Councilman Wood's body was functioning on its own. The Council was asked to continue keeping him in their prayers.

TOWN MANAGER'S REPORT:

Interim Town Manager Pickett highlighted several upcoming events: a Freedman's Schoolhouse ribbon cutting on Friday, June 19 at 11:00 AM; the Juneteenth parade on Saturday, June 20 at 10:30 AM with a celebration in East Smithfield; the Parks and Recreation Department's 3 Little Pigs Triathlon on the same Saturday; a live burn training exercise at the former DAV house on June 27 beginning at 8:00 AM, involving approximately three to four fire departments; and the grand opening of Once Upon a Crumb bookstore on Market Street on June 27. Councilman Scott also reminded those present of the US 301 Yard Sale taking place that weekend.

ADJOURN:

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 8:13 p.m. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

Subject: JoCo Tourism Block Party
Department: Planning Department
Presented by: Planning Director – Brent Reck
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Johnston County Tourism to hold a Block Party at 234 Venture Drive on July 31, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Johnston County Tourism is requesting approval to hold a Block Party at 234 Venture Drive on Friday, July 31, 2026, from 3:00 p.m. to 5:00 p.m. The event will be a free, family-friendly gathering designed to introduce residents to local attractions and highlight the services and initiatives of the Johnston County Visitors Bureau.

The event will feature a DJ, food trucks, giveaways, and interactive experiences showcasing local attractions. Amplified sound will be used during the event hours of 3:00 p.m. to 5:00 p.m. No alcohol will be sold or served; however, food will be available for purchase. The applicant has requested the use of three (3) Town trash cans for the event.



Temporary Use Permit Application

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

TYPES OF USES OR EVENTS

- ☒ Special Event
- ☐ Town recognized event _____
- ☒ Over 100 people in attendance
- ☒ Live Band or Amplified Sound _____
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 sq ft
- ☐ Involves Town Park property (Contact Smithfield Parks and Rec (919) 934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department (919) 934-2468)

OTHER TEMPORARY USES

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

Name of Event Jo Co Tourism Block Party Address of Event 234 Venture Drive

APPLICANT:

Name Johnston County Visitors Bureau
Address 234 Venture Drive
Phone number 919.989.8687
Email address amullins@johnstoncountync.org
Event date 7.31.24

PROPERTY OWNER:

Name Mike McLamb
Address P.O. Box 105
Phone number 919.801.4629
Email address _____

Event start and end time 3pm - 5pm
Event set up and clean up time 2pm & 5pm
Sound Amplification Type A.S.
Sound Amplification start and end times 3pm - 5pm

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

Food Trucks (if applicable) 2 (Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

If any town streets require closure, please list all street names 10

Are event trash cans needed? Y or N How many? 3

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

This will be a free, family-friendly summer event to introduce residents to local attractions and introduce them to the work of the visitors bureau. It will include a DJ, food trucks, giveaways, and interactive experiences with local attractions

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Arcon Mykals [Signature] 6.18.24
Applicant's Name (Print) Signature Date

Town Planning Director Signature: [Signature] Date: 6-23-26

OWNERS AUTHORIZATION

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

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

Property owners name (print) Michael L McLamb for Venture Place LLC

Address PO Box 105 Smithfield NC Zip 27577

Phone Number 919-801-4629 Email m1mclamb@msn.com

Signature: Michael L McLamb Date: 6/22/2026

OWNER'S CONSENT FORM

Name of Event: _____ Submittal Date: _____

OWNERS AUTHORIZATION

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

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

Signature of Owner

Print Name

Date



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Waffles & Wheels August 1, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct a Waffles & Wheels event at 1043 Outlet Center Drive on August 1, 2026. The event is scheduled to take place from 11:00 a.m. until 4:00 p.m.

Alcohol service will be limited to the distribution of up to two beers per customer who are 21 years of age or older and possesses valid identification.

Waffled Up Food Truck will be present on-site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☐ Special Event
- ☐ Town recognized event _____
- ☒ Over 100 people in attendance
- ☐ Live Band or Amplified Sound _____
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
- ☐ Involves Town Park property (Call 919-934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

<u>Waffles & Wheels</u> Name of Event	1043 Outlet Center Dr Smithfield, NC 27577 Location of Event/Use (exact street address)
--	--

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date Aug 1st

Event start and end time 11-4
Event set up and clean up time 8AM-4PM
Sound Amplification Type —
Sound Amplification Start and End Times —

Food Trucks (if applicable) 1 **(Each Food Truck Requires Certificate of Inspections by Johnston County)**

PROPERTY OWNER:

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

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

Will food or goods be sold? Y or N

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

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

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

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

2 beers per person at event

Temporary Use Submittal Checklist:

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

Method of Payment Cash Check# Credit Card Amount \$

Payment Received By:

Date:

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michelle Winn
Applicant's Name (Print)

Michelle Winn
Signature

7/1/26
Date

Town Planning Director Signatures Barbara

7/10/26
Date

OWNERS AUTHORIZATION

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

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

Property Owners Name (print) CFB Powersports, LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email carson@bulldoghardexdowns.com
Signature: [Signature] Date: 7/2/26

OWNER'S CONSENT FORM

Name of Event: waffles & wheels Submittal Date: 7/2/26

OWNERS AUTHORIZATION

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

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[Signature]
Signature of Owner

Carson Baker
Print Name

7/2/26
Date

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

☒ Permit ☐ Transitional Permit

Date: 06/02/2025

Name of Establishment: Waffled Up Permittee: Waffled Up
Location Address: po box 64 224 East holden ave, Manager/Person in Charge: Darryl Washington
City: Wake Forest State: NC Zip: 27588 County: Franklin
Billing Name: Waffled Up Status Code: I - New Permit/Opening Sheet
Billing Address: po box 64, Establishment ID: 4035030060
City: Wake Forest State: NC Zip: 27588 Map #: _____ Parcel ID: _____
Email Address: waffledupinfo@gmail.com Lat: _____ Long: _____
Phone: (980) 550-0468 Fax: _____ Emergency Phone Number: _____

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

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

Pushcart/Mobile Food Unit operating in conjunction with: MAD FLAVORZ / 4035010540
Restaurant or Commissary Name and ID number

Conditions/Remarks:

- Return to comisary daily for fresh water.
- Return to comisary daily to dispose of grey water.
- Notify local health dept of all set up locations.
- Follow all NC rules and regs.
- Notify local health dept of any menu or equipment changes.

☐ Attachments

Transitional Permit Conditions

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

Received By: _____ Title: _____ Date: 06/02/2025

Signed By: Charles 2293 - Valentin,
Division of Public Health REHS#: _____ Date: 06/02/2025

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

Food Establishment Inspection Report

Score: 98.5

Establishment Name: WAFFLED UP

Establishment ID: 4035030060

Location Address: PO BOX 64 224 EAST HOLDEN AVE

City: WAKE FOREST State: North Carolina

Zip: 27588 County: 35 Franklin

Permittee: WAFFLED UP

Telephone: (980) 550-0468

☒ Inspection ☐ Re-Inspection ☐ Educational Visit

Wastewater System:

☒ Municipal/Community ☐ On-Site System

Water Supply:

☒ Municipal/Community ☐ On-Site Supply

Date: 08/28/2025

Status Code: A

Time In: 6:08 PM

Time Out: 7:05 PM

Category#: 11

FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 1

No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.

Public Health Interventions: Control measures to prevent foodborne illness or injury

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

Good Retail Practices

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

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



North Carolina Department of Health & Human Services • Division of Public Health • Environmental Health Section • Food Protection

Program DHHS is an equal opportunity employer.

Page 1 of Food Establishment Inspection Report, 12/2023



Establishment Name: WAFFLED UP

Location Address: PO BOX 64 224 EAST HOLDEN AVE

City: WAKE FOREST State: NC

County: 35 Franklin Zip: 27588

Wastewater System: ☒ Municipal/Community ☐ On-Site System

Water Supply: ☒ Municipal/Community ☐ On-Site System

Permittee: WAFFLED UP

Telephone: (980) 550-0468

☒ Inspection ☐ Re-Inspection Date: 08/28/2025
☐ Educational Visit Status Code: A
Comment Addendum Attached? ☒ Category #: II
Email 1: waffledupinfo@gmail.com
Email 2: hheston@franklincountync.gov
Email 3: _____

Temperature Observations

[illegible]

Person in Charge (Print & Sign): First _____ Last _____

<i>First</i>	<i>Last</i>
Regulatory Authority (Print & Sign): Charles	Valentin

REHS ID:2293 - Valentin, Charles Verification Dates: Priority:

Priority Foundation: _____ Core: _____

REHS Contact Phone Number: (919) 496-8100

Authorize final report to
be received via Email:



North Carolina Department of Health & Human Services

Human Services • Division of Public Health • Environmental Health Section
 DHHS is an equal opportunity employer.
 Page 2 of _____ Food Establishment Inspection Report, 12/2023

- **Food Protection Program**



Comment Addendum to Inspection Report

Establishment Name: WAFFLED UP

Establishment ID: 4035030060

Date: 08/28/2025 Time In: 6:08 PM Time Out: 7:05 PM

Observations and Corrective Actions

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

20 3-501.14 Cooling (P)

Observation: Chicken in standing cooler was at 67F after cooling for over 3 hours.

CDI: Chicken was discarded.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2026

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

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

PRODUCER  Jackie Newkirk 3721 Lynn Road Suite 118 Raleigh NC 276133855	CONTACT NAME: Jackie Newkirk PHONE (A/C, No, Ext): 919-781-5050 E-MAIL ADDRESS: jackie.newkirk.g01m@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED WAFFLEDUP LLC PO BOX 1285 WAKE FOREST NC 275881285		NAIC # 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER	N	N	93-QK-6372-5	06/24/2026	06/24/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

This form was system-generated on 07/07/2026

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Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Too Broke for Sturgis August 8, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application
3. Event Map



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct a Too Broke for Sturgis event at 1043 Outlet Center Drive on August 8, 2026. The event is scheduled to take place from 11:00 a.m. until 6:00 p.m.

Amplified sound will be utilized between the hours of 11:00 a.m. and 6:00 p.m. in the form of live musical entertainment. Alcohol service will be limited to the distribution of up to two beers per customer who is 21 years of age or older and possesses valid identification.

Gent's Bounty BBQ & Sneadboys Food Truck will be present on-site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☒ Special Event
☐ Town recognized event
☒ Over 100 people in attendance
☐ Live Band or Amplified Sound
☐ Requires closure or blockage of Town Street
☒ Involves Food Trucks
☐ Requires Security (potential safety, security concerns)
☐ Involves structures larger than 200 square feet and canopies larger than 400 square
☐ Involves Town Park property (Call 919-934-2148)
☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Too Broke For Sturgis
Name of Event

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

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 8/8

PROPERTY OWNER:

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

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

Event start and end time 11AM - 6PM

Will food or goods be sold? Y or N

Event set up and clean up time 7AM - 6PM

Sound Amplification Type SPEAKERS

Sound Amplification Start and End Times 11AM - 6PM

Food Trucks (if applicable) 1
(Each Food Truck Requires Certificate of Inspections by Johnston County)

Gent's Bounty BBQ & Sneadboys

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

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

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

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

~~2 beers per person at event~~

live Band, Selling Beer

Temporary Use Submittal Checklist:

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

Method of Payment Cash Check# Credit Card Amount \$

Payment Received By:

Date:

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michelle Winn

Applicant's Name (Print)

Michelle Winn
Signature

7/1/2024
Date

Town Planning Director Signature: B. Smith

7/10/24
Date

OWNERS AUTHORIZATION

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

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Property Owners Name (print) CFB Powersports, LLC
Address 1043 Outlet Center Dr. Zip 27577
Phone Number 919-938-1592 Email carson@bulldogharleydavidson.com
Signature: [Signature] Date: 7/2/26

OWNER'S CONSENT FORM

Name of Event: Too Broke for Sturals Submittal Date: 7/2/26

OWNERS AUTHORIZATION

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[Signature]
Signature of Owner

Carson Baker
Name

7/2/26
Date



North Carolina Alcoholic Beverage Control Commission
SPECIAL ONE TIME PERMIT
T00369158



Authorized by G.S. 18B-1002(2)(5)

START DATE/TIME: 08/08/2026 09:00 AM

END DATE/TIME: 08/08/2026 10:00 PM

ISSUED TO:

Help Thy Neighbor Johnston County
Outside Event
1043 Outlet Center Drive
Smithfield, NC 27577

COUNTY: Johnston
CITY: Smithfield

This certifies that the above named nonprofit or political organization is authorized to sell beer at a ticketed fundraising event held by the organization stated above, in accordance with the applicable provisions of G.S 18B-1002(2)(5) and the Rules of the Commission. This permit is valid only for the period of time listed above unless sooner suspended or revoked, and is not transferable. It is recommended that you keep this permit with you at all times during working hours as it is subject to examination by ALE and ABC Officials.

William H. Bantz



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2025

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

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PRODUCER  Brian Allen 807 Royall Avenue Goldsboro NC 275342537	CONTACT NAME: Brian Allen PHONE (A/C, No, Ext): 919-778-2300 E-MAIL ADDRESS: brian.allen.vaahil@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25178 25143
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	N	N	93-AP-F122-0	08/15/2025	08/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	468 7340-A29-33B	07/29/2025	01/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 50,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	93-LG-0815-7	09/08/2024	09/08/2025	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Bulldog-Harley Davidson 1043 Outlet Center Dr Smithfield NC 27577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Christy L. Pierce</i> This form was system-generated on 08/22/2025
---	---

N.C. Department of Health and Human Services

Division of Public Health

Environmental Health Section

☒ Permit☐ Transitional Permit

Name of Establishment: GENTS' BOUNTY BBQ LLC Permittee: WILLIAM VANSKIKE
Location Address: 718 BUCK SWAMP RD Manager/Person in Charge: WILLIAM VANSKIKE
City: GOLDSBORO State: NC Zip: 27530 County: Wayne
Billing Name: WILLIAM VANSKIKE Status Code: A - Open For Business
Billing Address: 718 BUCK SWAMP RD Establishment ID: 6096030139
City: GOLDSBORO State: NC Zip: 27530 Map #: _____ Parcel ID: _____
Email Address: gentsbountybbq@gmail.com Lat: _____ Long: _____
Phone: (919) 750-2812 Fax: _____ Emergency Phone Number: _____

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

Wastewater Systems: ☒ Municipal/Community ☐ On-Site System Capacity: _____ Category #: 3
Water Supply: ☒ Municipal/Community ☐ On-Site System

Pushcart/Mobile Food Unit operating in conjunction with: TOREROS AUTHENTIC MEXICAN RESTUARANT / 6096010617
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Conditions:

Remarks: Pushcart/Mobile Food Unit operating in conjunction with: TOREROS AUTHENTIC MEXICAN RESTUARANT / ID number: 6096010617

☐ Attachments

Transitional Permit Conditions

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

Received By: [Signature] Title: OWNER Date: 12/14/2022
Manager/Person in Charge

Signed By: Lewis, Scott REHS#: 1539 Date: 12/13/2022
Division of Public Health

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

Food Establishment Inspection Report

Score: 100

Establishment Name: GENTS' BOUNTY BBQ LLC

Establishment ID: 6096030139

Location Address: 718 BUCK SWAMP RD

City: GOLDSBORO State: North Carolina

Zip: 27530 County: 96 Wayne

Permittee: WILLIAM VANSKIKE

Telephone: (919) 750-2812

☒ Inspection ☐ Re-Inspection ☐ Educational Visit

Wastewater System:

☒ Municipal/Community ☐ On-Site System

Water Supply:

☒ Municipal/Community ☐ On-Site Supply

Date: 03/19/2026

Status Code: A

Time In: 4:45 PM

Time Out: 5:15 PM

Category#: III

FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 0

No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.

Public Health Interventions: Control measures to prevent foodborne illness or injury

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

Good Retail Practices

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

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



North Carolina Department of Health & Human Services • Division of Public Health • Environmental Health Section • Food Protection

Program DHHS is an equal opportunity employer.

Page 1 of Food Establishment Inspection Report, 12/2023



Establishment Name: <u>GENTS' BOUNTY BBQ LLC</u>	Establishment ID: <u>6096030139</u>
Location Address: <u>718 BUCK SWAMP RD</u>	☒ Inspection ☐ Re-Inspection Date: <u>03/19/2026</u>
City: <u>GOLDSBORO</u> State: <u>NC</u>	☐ Educational Visit Status Code: <u>A</u>
County: <u>96 Wayne</u> Zip: <u>27530</u>	Comment Addendum Attached? ☐ Category #: <u>III</u>
Wastewater System: ☒ Municipal/Community ☐ On-Site System	Email 1: <u>gentsbountybbq@gmail.com</u>
Water Supply: ☒ Municipal/Community ☐ On-Site System	Email 2: _____
Permittee: <u>WILLIAM VANSKIKE</u>	Email 3: _____
Telephone: <u>(919) 750-2812</u>	

[illegible]

2/2/22
G Carter

Authorize final report to be received via Email:

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

☒ Permit ☐ Transitional Permit
Date: 10/14/2025

Name of Establishment: Sneadboys on Wheels Food Truck Permittee: Joshua Snead
Location Address: 98 Snowberry Lane, Manager/Person in Charge: Joshua Snead
City: Smithfield State: NC Zip: 27577 County: Johnston
Billing Name: Joshua Snead Status Code: I - New Permit/Opening Sheet
Billing Address: 98 Snowberry Lane, Establishment ID: 4051032080
City: Smithfield State: NC Zip: 27577 Map #: _____ Parcel ID: _____
Email Address: sneadboysinc@gmail.com Lat: _____ Long: _____
Phone: (919) 796-3601 Fax: _____ Emergency Phone Number: (919) 796-3601

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

Wastewater Systems: ☒ Municipal/Community ☐ On-Site Capacity: _____ Category #: ☐ 0 ☐ 1 ☐ 2
Water Supply: ☒ Municipal/Community ☐ On-Site ☒ 3 ☐ 4
Pushcart/Mobile Food Unit operating in conjunction with: 815 GOURMET GRILL / 4051011619
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Unit must report to the commissary Each Day of operation for fresh water fill up, to empty wastewater, to prepare food, store food, restock supplies, trash disposal and for utensil washing. If inspections are NOT conducted, permit suspension/revocation may occur! Submit a schedule by the 5th of each month with all locations and counties where you will operate. If going to other counties to operate, call that county for permission PRIOR to going. The county you want to work in must give permission PRIOR to going. Keep permit on the unit at all times for review.

No food prep or servicing of MFU can occur at any other location. Bulk processing of fruits, vegetables and raw meats must NOT be processed on MFU. Washing of fruits/vegetables must occur at the commissary in approved location. Limited prep (washing/cutting/etc.) is allowed in emergency situations. MFU must stay plugged in to power, or with generator running so that all coolers maintain proper temp at all times when in use or when foods are being stored on mobile food unit! Only hot holding/cold holding/cooking and assembly can occur on mobile food unit. All food handling must occur within the enclosed portion of the unit. At all times MFU is operating it must maintain the following: 1) Keep hot foods 135 degrees or above. 2) Keep cold foods 41 degrees or lower 3) Wash hands frequently. 4) No bare hand contact with ready to eat foods (use gloves/tongs/deli paper, etc.). 5) Must have hot water 110 degrees or above and cold running water at all times. 6) Sanitizer. 7) Test strips. 8) Accurate metal stem thermometers for checking food temps. 9) No waste water leaks. 10) Coolers/freezers working and holding proper temperature. 11) Electricity. Numbers 1-11 must be done at all times unit is in operation and all state rules must also be followed. If other foods want to be added or new equipment used, contact this department prior to starting. Only limited cooling of foods is permitted on mobile food unit! Bulk cooling must happen at the commissary where adequate cooling space exists! Within 210 days, there must be a person on duty at all times that is a Certified Food Protection Manager.

Tag# _____ Vin# 3J9A12165SM095837

☐ Attachments

Transitional Permit Conditions

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

Received By: [Signature] Title: owner Date: 10/14/2025
Manager/Person in Charge

Signed By: [Signature] REHS#: 1848 - Phillips, John Date: 10/14/2025
Division of Public Health

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Environmental Health Section, 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00)
EHS 1341 (revised 07/12) Environmental Health Section Page 1 of 1 EHS 1341, 7/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2026

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

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

PRODUCER KEENE & ASSOCIATES PO BOX 1686, SMITHFIELD, NC 27577	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED Sneadboys Seasoning LLC 4451 Vilana Ridge Raleigh, NC 27612	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Progressive Southeastern Insurance Company</td><td>38784</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Progressive Southeastern Insurance Company	38784	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Progressive Southeastern Insurance Company	38784														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 555856605091988079D031226T194413**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	864074438	10/07/2025	10/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	864074438	10/07/2025	10/07/2026	\$

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

CERTIFICATE HOLDER**CANCELLATION**

Johnston Community College Main Campus 245 College Rd Smithfield, NC 27577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY KEENE & ASSOCIATES		NAMED INSURED Sneadboys Seasoning LLC 4451 Vilana Ridge Raleigh, NC 27612	
POLICY NUMBER 864074438		EFFECTIVE DATE: 10/07/2025	
CARRIER Progressive Southeastern Insurance Company	NAIC CODE 38784		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

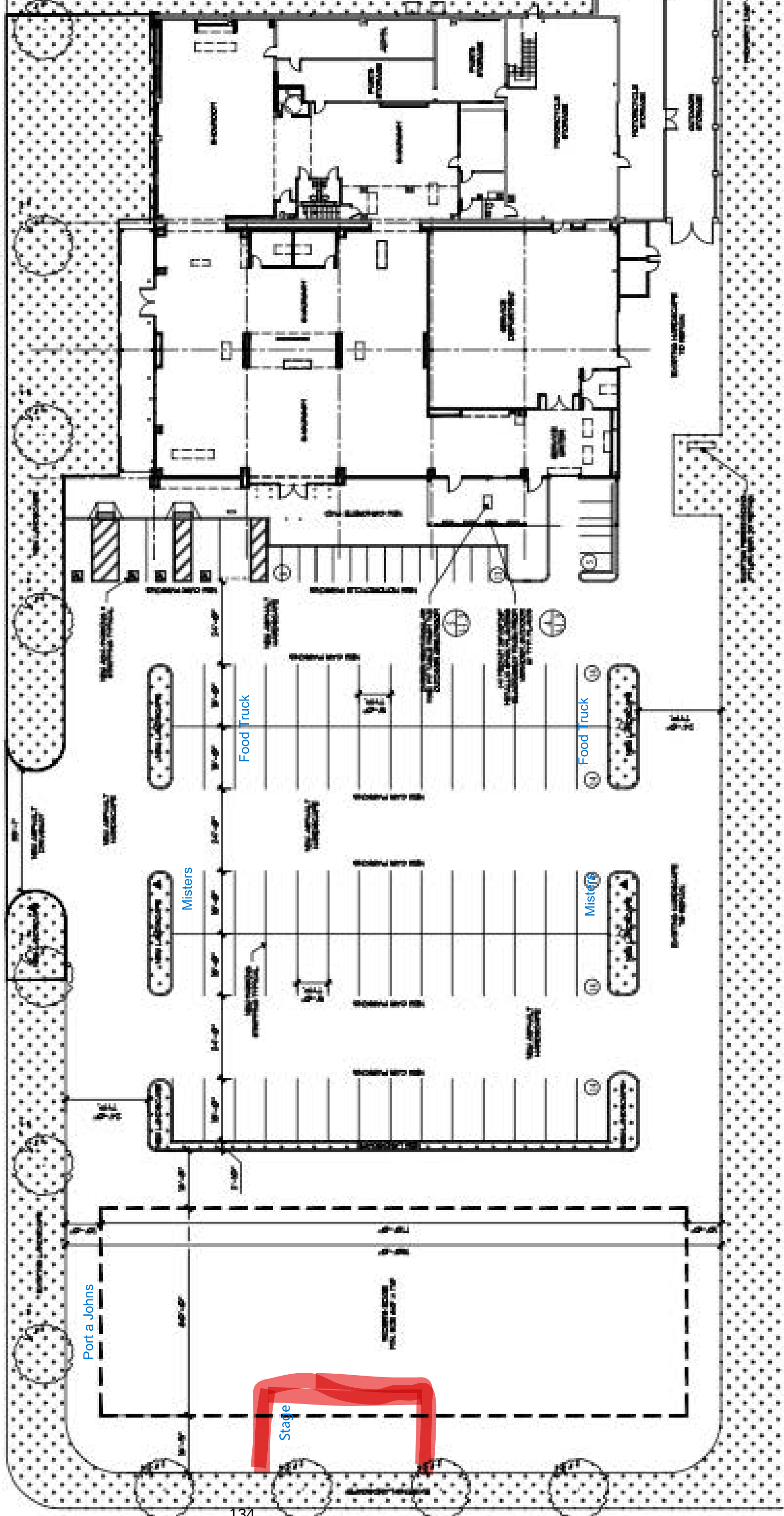
Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$300,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/\$100 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only	
2021 GMC SIERRA 1GT49REYXMF158083	
Comprehensive	\$500 Ded
Collision	\$500 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$1,000 each person
2025 Crazy Monkey Food Trailer Trailer 3J9A12165SM095837	
	Stated Amount \$30,000
Comprehensive	\$500 Ded
Collision	\$500 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)

Bulldog H-D Event Map





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Extra Extra Ride All About It August 15, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct Extra Extra Ride All About It event at 1043 Outlet Center Drive on August 15, 2026. The event is scheduled to take place from 11:00 a.m. until 4:00 p.m.

Alcohol service will be limited to the distribution of up to two beers per customer who is 21 years of age or older and possesses valid identification.

The Daily Press Food Truck will be present on-site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☐ Special Event
- ☐ Town recognized event
- ☒ Over 100 people in attendance
- ☐ Live Band or Amplified Sound
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
- ☐ Involves Town Park property (Call 919-934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Extra Extra Ride All About
Name of Event IT!

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

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 8/15

Event start and end time 8:11-4
Event set up and clean up time 8AM-4PM
Sound Amplification Type —
Sound Amplification Start and End Times —

Food Trucks (if applicable) 1 **The Daily Press**
(Each Food Truck Requires Certificate of Inspections by Johnston County)

PROPERTY OWNER:

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

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

Will food or goods be sold? Y or N

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

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

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

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

2 beers per person at event

Temporary Use Submittal Checklist:

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

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

Payment Received By: _____

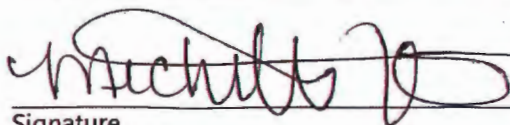
Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michelle Winn

Applicant's Name (Print)

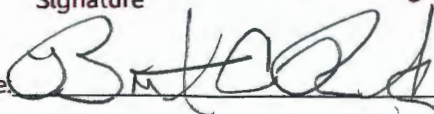


Signature

7/11/26

Date

Town Planning Director Signature



Date:

7/10/26

OWNERS AUTHORIZATION

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

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

Property Owners Name (print) CFB Powersports, LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email carson@bulldogharleydavidson.com
Signature: [Signature] Date: 7/2/26

OWNER'S CONSENT FORM

Name of Event: Extra Extra RIDE ALL ABOUT Submittal Date: 7/2/26

OWNERS AUTHORIZATION

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

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[Signature]
Signature of Owner

Carson Baker
Print Name

7/2/26
Date

Food Establishment Inspection Report

Score: 99.5

Establishment Name: CHILI-CHILLY/THE DAILY PRESS

Establishment ID: 4032030913

Location Address: 1101 W CHAPEL HILL ST., THE COOKERY

City: DURHAM State: North Carolina

Zip: 27701 County: 32 Durham

Permittee: OSIERTON, LLC

Telephone: (315) 474-1169

☒ Inspection ☐ Re-Inspection ☐ Educational Visit

Wastewater System:

☒ Municipal/Community ☐ On-Site System

Water Supply:

☒ Municipal/Community ☐ On-Site Supply

Date: 06/11/2026

Status Code: A

Time In: 3:00 PM

Time Out: 4:00 PM

Category#: 11

FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 3

No. of Repeat Risk Factor/Intervention Violations: 0

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

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



Establishment Name: CHILI-CHILLY/THE DAILY PRESS

Location Address: 1101 W CHAPEL HILL ST., THE COOKERY

City: DURHAM State: NC

County: 32 Durham Zip: 27701

Wastewater System: ☒ Municipal/Community ☐ On-Site System

Water Supply: ☒ Municipal/Community ☐ On-Site System

Permittee: OSIERTON, LLC

Telephone: (315) 474-1169

☒ Inspection ☐ Re-Inspection Date: 06/11/2026
☐ Educational Visit Status Code: A
Comment Addendum Attached? ☒ Category #: II
Email 1: chilichilly71@gmail.com
Email 2: poppychulolc@gmail.com
Email 3: chilichilly71@gmail.com

[illegible]

196

K

Authorize final report to
be received via Email:

Comment Addendum to Inspection Report

Establishment Name: CHILI-CHILLY/THE DAILY PRESS

Establishment ID: 4032030913

Date: 06/11/2026 **Time In:** 3:00 PM **Time Out:** 4:00 PM

Observations and Corrective Actions

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

- 2 2-102.12 (A) Certified Food Protection Manager (C). 2-102.12 (A) Certified Food Protection Manager (C). No employee present had Certified Food Protection Manager certification.
At least one employee must obtain and maintain Certified Food Protection Manger Certification.
- 3 2-201.11 (A), (B), (C), and (E) Responsibility of Permit Holder, Person in Charge, and Conditional Employees (P). The facility did not have an employee health policy. The PERMIT HOLDER shall require FOOD EMPLOYEES and CONDITIONAL EMPLOYEES to report to the PERSON IN CHARGE information about their health and activities as they relate to diseases that are transmissible through FOOD. CDI - EHS emailed an employee health policy. First inspection
- 5 2-501.11 Clean-up of Vomiting and Diarrheal Events-PF. Establishment doesn't have written procedure regarding vomiting and diarrheal events. A food establishment sha l have written procedures and a clean up kit for employees to use when responding to vomiting or diarrheal events. The procedures sha l state the specific actions that must be taken to minimize the spread of contamination and the exposure of employees, consumers, food, and surfaces to vomitus or fecal matter. CDI, provided PIC with Vomiting and Diarrhea Clean-up Plan. This is the establishment first inspection.
- 36 4-302.12 Food Temperature Measuring Devices (Pf). Facility didn't provide food temp measuring device.
Food Temperature Measuring Devices- (B) A TEMPERATURE MEASURING DEVICE with a suitable small-diameter probe that is designed to measure the temperature of thin masses shall be provided and readily accessible to accurately measure the temperature in thin FOODS such as MEAT patties and FISH filets. (Pf).
Verification required in 10 days.

Additional Comments

REHS celebrated thermometer in the previous inspection.

REHS sanitized thermometer at the beginning band as needed during the inspection.



**FOOD
LIABILITY
INSURANCE
PROGRAM**

<http://www.fliprogram.com>

844-520-6992

Powered by Veracity Insurance
Solutions, LLC

ACCELERANT

Accelerant National Insurance Company
400 Northridge Rd.
Suite 800
Sandy Springs, GA 30350
Tel: (833) 284-9200

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE
UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: ACCELERANT NATIONAL INSURANCE COMPANY	POLICY NUMBER: N0276GL00000100
NAMED INSURED: HOSPITALITY & ENTERTAINMENT TRADE ALLIANCE	
CERTIFICATE HOLDER: Chili Chilly	CERTIFICATE NUMBER: F370019
ADDRESS: 828 Bluestone Rd, Durham, North Carolina 27713	
POLICY PERIOD: 05/17/2026 to 05/17/2027 12:01 AM MDT at the Address of The Certificate Holder	

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
General Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Professional Coverage Extension	\$	Not Purchased	Each Claim
	\$	Not Purchased	Aggregate
Professional Coverage Deductible	\$	Not Purchased	Each Claim
Liability Deductible			None

FORM OF BUSINESS: LLC

BUSINESS DESCRIPTION: ; Food Trailer

PREMIUM:	\$169.00
TOTAL POLICY COST:	\$169.00

CODE NUMBER: 11168 **PREMIUM BASIS:** Gross Sales **EXPOSURE:** Up to \$50,000

BUSINESS DESCRIPTION: Vendor, Distributor, or Manufacturer of food products; Food Trailer

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE
COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY
INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE
CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER
TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on
the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@fliprogram.com

ADMINISTRATOR'S SIGNATURE:

[Handwritten Signature]



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Bulldogs & Backpacks on August 22, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct Bulldogs and Backpacks event at 1043 Outlet Center Drive on August 22, 2026. The event is scheduled to take place from 11:00 a.m. until 4:00 p.m.

Amplified sound will be utilized between the hours of 12:00 p.m. and 3:00 p.m. in the form of live musical entertainment. Alcohol service will be limited to the distribution of up to two beers per customer who is 21 years of age or older and possesses valid identification.

The All American Food Truck will be present on-site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☐ Special Event
- ☐ Town recognized event _____
- ☒ Over 100 people in attendance
- ☒ Live Band or Amplified Sound LIVE BAND
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
- ☐ Involves Town Park property (Call 919-934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Bulldogs & Backpacks
Name of Event

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

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 8/22

PROPERTY OWNER:

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

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

Will food or goods be sold? Y or N

Event start and end time 11-4

Event set up and clean up time 8-4

Sound Amplification Type SPEAKERS

Sound Amplification Start and End Times 12-3

Food Trucks (if applicable) 1 **The All American**
(Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

OWNERS AUTHORIZATION

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

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Property Owners Name (print) CFB Powersports LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email carson@bulldoghartsleydavidson.com
Signature: [Signature] Date: 7/2/20

OWNER'S CONSENT FORM

Name of Event: Bulldogs + Backpacks Submission Date: 7/2/20

OWNERS AUTHORIZATION

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

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

[Signature]
Signature of Owner

Carson Baker
Print Name

7/2/20
Date

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

☒ Permit ☐ Transitional Permit
Date: 04/13/2026

Name of Establishment: All American Mobile Cafe Permittee: All American Cafe Ent LLC
Location Address: 130 Pond Circle Manager/Person in Charge: Don and Denise Lee
City: Willow Springs State: NC Zip: 27592 County: Johnston
Billing Name: All American Cafe Ent LLC Status Code: I - New Permit/Opening Sheet
Billing Address: 130 Pond Circle Establishment ID: 4051032122
City: Willow Springs State: NC Zip: 27592 Map #: Parcel ID:
Email Address: denisebeasley44@gmail.com Lat: Long:
Phone: (919) 464-8844 Fax: Emergency Phone Number: (919) 669-0872

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

Wastewater Systems: ☒ Municipal/Community ☐ On-Site Capacity: Category #: ☐ 0 ☐ 1 ☐ 2
Water Supply: ☒ Municipal/Community ☐ On-Site ☒ 3 ☐ 4
Pushcart/Mobile Food Unit operating in conjunction with: DON LEE'S GROCERY AND GRILL / 4051011427
Restaurant or Commissary Name and ID number

Conditions/Remarks:

Unit must report to the commissary Each Day of operation for fresh water fill up, to empty wastewater, to prepare food, store food, restock supplies, trash disposal and for utensil washing. If inspections are NOT conducted, permit suspension/revocation may occur! Submit a schedule by the 5th of each month with all locations and counties where you will operate. If going to other counties to operate, call that county for permission PRIOR to going. The county you want to work in must give permission PRIOR to going. Keep permit on the unit at all times for review. Unit is NOT allowed to setup in one spot and never leave to go to commissary.

No food prep or servicing of MFU can occur at any other location. Bulk processing of fruits, vegetables and raw meats must NOT be processed on MFU. Washing of fruits/vegetables must occur at the commissary in approved location. Limited prep (washing/cutting/etc.) is allowed in emergency situations. MFU must stay plugged in to power, or with generator running so that all coolers maintain proper temp at all times when in use or when foods are being stored on mobile food unit! Only hot holding/cold holding/cooking and assembly can occur on mobile food unit. All food handling must occur within the enclosed portion of the unit. At all times MFU is operating it must maintain the following: 1) Keep hot foods 135 degrees or above. 2) Keep cold foods 41 degrees or lower 3) Wash hands frequently. 4) No bare hand contact with ready to eat foods (use gloves/tongs/deli paper, etc.). 5) Must have hot water 110 degrees or above and cold running water at all times. 6) Sanitizer. 7) Test strips. 8) Accurate metal stem thermometers for checking food temps. 9) No waste water leaks. 10) Coolers/freezers working and holding proper temperature. 11) Electricity. Numbers 1-11 must be done at all times unit is in operation and all state rules must also be followed. If other foods want to be added or new equipment used, contact this department prior to starting. Only limited cooling of foods is permitted on mobile food unit! Bulk cooling must happen at the commissary where adequate cooling space exists! Within 210 days, there must be a person on duty at all times that is a Certified Food Protection Manager.
Tag# ZY3546 Vin# 1FCKE9L49DA65013

☐ Attachments

Transitional Permit Conditions

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

Received By: Donald Bash Title: Owner Date: 04/13/2026
Manager/Person in Charge

Signed By: Joe Ruff REHS#: 1848 - Phillips, John Date: 04/13/2026
Division of Public Health

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



Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Bike Night August 27, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct a Bike Night event at 1043 Outlet Center Drive on August 27, 2026. The event is scheduled to take place from 5:00 p.m. until 8:00 p.m.

Amplified sound will be utilized between the hours of 5:00 p.m. and 8:00 p.m. in the form of live musical entertainment. Alcohol service will be limited to the distribution of up to two beers per customer 21 years of age or older and possesses valid identification.

Taco Tigres Food Truck will be present on-site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☐ Special Event
- ☐ Town recognized event _____
- ☐ Over 100 people in attendance
- ☒ Live Band or Amplified Sound _____
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
- ☐ Involves Town Park property (Call 919-934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

Bike Night

1043 Outlet Center Dr Smithfield, NC 27577

Name of Event

Location of Event/Use (exact street address)

APPLICANT:

Name Michelle Winn
Address 1043 Outlet Center Dr
Phone number 919-938-1592
Email address Michelle@bulldogharleydavidson.com
Event date 8/27/26

PROPERTY OWNER:

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

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

Event start and end time 5-8pm

Will food or goods be sold? Y or N

Event set up and clean up time 2-8pm

Sound Amplification Type speakers

Sound Amplification Start and End Times 5-8

Food Trucks (if applicable) 1

(Each Food Truck Requires Certificate of Inspections by Johnston County)

Taco Tigres

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

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

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

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

2 beers per person at event, Live Band

Temporary Use Submittal Checklist:

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

Method of Payment Cash Check# Credit Card Amount \$

Payment Received By: _____

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michelle Winn

Applicant's Name (Print)

Signature

7/8/26

Date

Town Planning Director Signature: [Signature]

Date: 7/10/2026

OWNERS AUTHORIZATION

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

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

Property Owners Name (print) CFB Powersports LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email carson@bulldogharden.com
Signature: [Signature] Date: 7/1/26

OWNER'S CONSENT FORM

Name of Event: Bike Night Submittal Date: 7/2/26

OWNERS AUTHORIZATION

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

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[Signature] Signature of Owner
Carson Baker Name
7/1/26 Date

Establishment Name: TACOS TIGRES

Location Address: 737 CRESTWOOD DR APT E

City: GARNER

State: NC

Status Code A

County: 51 Johnston

Zip: 27529

Comment Addendum Attached? ☒

Category #: III

Wastewater System: ☒ Municipal/Community ☐ On-Site System

Water Supply: ☒ Municipal/Community ☐ On-Site System

Email 1:

Permittee: TACOS TIGRES LLC

Email 2:

Telephone: (919) 559-9551

Email 3: Rbmargarito2010@gmail.com

[illegible]

First
Person in Charge (Print & Sign):

Last

Regulatory Authority (Print & Sign): Aric

Last

Ashby

REHS ID:1925 - Ashby, Aric

Verification Dates: Priority:

Priority Foundation.

Core:

REHS Contact Phone Number: (919) 989-5180

Authorize final report to
be received via Email:



North Carolina Department of Health & Human Services

Page 2 of _____

Division of Public Health • Environmental Health Section
DHHS is an equal opportunity employer
Food Establishment Inspection Report, 12/2023

- Food Protection Program



Guide To Your General Liability Policy

The following is a guide to your General Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 844-357-0840 (Mon-Fri, 7am-10pm ET) or manage your policy at: www.hiscox.com/manage-your-policy.

Your business details

Name:	Ricardo Margarito
Business Name:	Tacos Tigres LLC
Address:	737 Crestwood Dr E
City:	Gamer
State:	NC
Zip code:	27529
Occupation:	Mobile food services
Telephone number:	919-559-9551
Email address:	r.bmargarito2010@gmail.com

Your General Liability Policy

Policy number:	P104.036.061.2
Policy effective dates: This determines the time period during which your coverage applies.	From: October 18, 2025 To: October 18, 2026
Form of business: This identifies the legal structure of your business and determines who is insured under your policy.	Limited Liability Company
Business Property and Equipment Coverage:	Rejected
Optional terrorism coverage:	Included
Total cost of policy:	\$ 350.00

Your coverage and limits

Each occurrence limit The most we will pay for all damages due to bodily injury and property damage, and medical expenses that arise out of any one occurrence. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.	\$ 1,000,000
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General aggregate limit The most we will pay for all damages and medical expenses for the entire policy. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.	\$ 2,000,000
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Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 07/21/2026

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

Issue Statement

The Council is being asked to allow Bulldog Harley-Davidson to hold Kickstands & Cold Ones August 29, 2026.

Financial Impact

None.

Action Needed

Council approval of the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit Application

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct a Kickstands & Cold Ones event at 1043 Outlet Center Drive on August 29, 2026. The event is scheduled to take place from 11:00 a.m. until 4:00 p.m.

Alcohol service will be limited to the distribution of up to two beers per customer who is 21 years of age or older and possesses valid identification.

Not Just a Fry Guy Food Truck will be present on site to provide food service to event attendees throughout the duration of the event.

The event is intended to promote community engagement and customer appreciation while providing entertainment, food, and refreshments for participants.



Temporary Use Permit Application

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

TYPES OF TEMP USE OR EVENT

- ☐ Special Event
- ☐ Town recognized event _____
- ☒ Over 100 people in attendance
- ☐ Live Band or Amplified Sound _____
- ☐ Requires closure or blockage of Town Street
- ☒ Involves Food Trucks
- ☐ Requires Security (potential safety, security concerns)
- ☐ Involves structures larger than 200 square feet and canopies larger than 400 square
- ☐ Involves Town Park property (Call 919-934-2148)
- ☐ Involves Fireworks (Contact Smithfield Fire Department 919-934-2468)

OTHER TEMP USES

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

<u>Kickstands & Cold ones</u>	1043 Outlet Center Dr Smithfield, NC 2757
Name of Event	Location of Event/Use (exact street address)

APPLICANT:

Name Michelle Winn

Address 1043 Outlet Center Dr

Phone number 919-938-1592

Email address Michelle@bulldogharleydavidson.com

Event date AUG 29

Event start and end time 11-4

Event set up and clean up time 8AM-4

Sound Amplification Type —

Sound Amplification Start and End Times —

PROPERTY OWNER:

Name Carson Baker

Address 1508 Hope Mills Rd, Fayetteville, NC 2830

Phone number 9107348504

Email address Carson@bulldogharleydavidson.co

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

Will food or goods be sold? Y or N

Food Trucks (if applicable) 1 **Not Just a Fry Guy**
(Each Food Truck Requires Certificate of Inspections by Johnston County)

Environmental Health Department, Proof of Insurance, A Copy of the Vehicle or Trailer Registration and/or ABC Permit, if applicable and must be submitted with this application).

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

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

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

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

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

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

2 beers per person at event

Temporary Use Submittal Checklist:

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

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

Date: _____

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Michelle Winn

Applicant's Name (Print)

Signature _____

Date _____

Town Planning Director Signature.

Date:

OWNERS AUTHORIZATION

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

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Property Owners Name (print) CFB Powersports LLC
Address 1043 Outlet Center Dr Zip 27577
Phone Number 919-938-1592 Email corson@bulldogharterleydavidson.com
Signature: [Signature] Date: 7/2/26

OWNER'S CONSENT FORM

Name of Event: Kickstands + Coldones Submittal Date: 7/2/26

OWNERS AUTHORIZATION

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

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

[Signature] Corson Baker 7/2/26
Signature of Owner Print Name Date

Food Establishment Inspection Report

Score: 100

Establishment Name: NOT JUST A FRY GUY (WCID #842)

Establishment ID: 4092030548

Location Address: 2161 S WILMINGTON ST

City: RALEIGH State: North Carolina

Zip: 27603 County: 92 Wake

Permittee: GASTRONOME, LLC

Telephone: (919) 696-5056

☒ Inspection ☐ Re-Inspection ☐ Educational Visit

Wastewater System:

☒ Municipal/Community ☐ On-Site System

Water Supply:

☒ Municipal/Community ☐ On-Site Supply

Date: 02/17/2026

Status Code: A

Time In: 11:30 AM

Time Out: 12:15 PM

Category#: III

FDA Establishment Type:

No. of Risk Factor/Intervention Violations: 0

No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions

Risk factors: Contributing factors that increase the chance of developing foodborne illness.

Public Health Interventions: Control measures to prevent foodborne illness or injury

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

Good Retail Practices

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

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



North Carolina Department of Health & Human Services • Division of Public Health • Environmental Health Section • Food Protection

Program DHHS is an equal opportunity employer.

Page 1 of Food Establishment Inspection Report, 12/2023



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Request for Town Council Action

Consent Agenda Item:	Career Ladder Promotion
Date:	07/21/2026

Subject: Career Ladder Promotion
Department: Public Utilities - Electric
Presented by: Public Utilities Director - Ted Credle
Presentation: Consent Agenda Item

Issue Statement

Approval of a career ladder promotion for an employee in the Electric Division. This promotion will advance this employee from an Electric Line Technician to an Advanced Electric Lineman.

Financial Impact

The funds for this career ladder advancement were included in the approved and adopted FY 2026 - FY 2027 budget. The employee will improve their wage 5%, as is customary with a career ladder promotion. The employee will go from (\$29.07/hr to \$30.52/hr) for a total impact of \$3,016.00 for the remainder of the budget year.

Action Needed

Approve the career ladder promotion for the employee at the water treatment plant

Recommendation

Staff recommends approval of the promotion

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Copy of the Employee Certification
3. Copy of the approved career ladder



Staff Report

**Consent Career
Agenda Ladder
Item: Promotion**

In keeping with stated Town goals of retaining highly qualified employees, in 2015 the Council approved a career ladder within the Electric Division for employees to advance their career and become a more highly valued employee.

The employee completed the required training in May of 2026. In accordance with the adopted career ladder and has obtained the necessary experience to achieve this designation.

This employee has followed the career ladder previously approved by the Council and obtained his certification on June 26, 2026. This career ladder increase will promote the employee from Electric Line Technician to Advanced Electric Lineman.

* *

CERTIFICATE *of* COMPLETION

ElectriCities of North Carolina presents this certificate to

For completion of

Level II Apprenticeship Program

Smithfield, NC
June 26, 2026

City Manager



A handwritten signature in black ink, appearing to be "B. L.", is positioned above the title of the Chief Executive Officer.

Chief Executive Officer



**UTILITIES DEPARTMENT CAREER LADDER: ELECTRIC DIVISION
(Formally Adopted October 6, 2015)**

TITLE	PAY GRADE	EXPERIENCE/QUALIFICATION
ELECTRIC DIVISION (2015)		
Electric Line Technician	Pay Grade 15	Beginner
Advanced Lineman	Pay Grade 16	Levels I & II
Journeyman Lineman	Pay Grade 17	Levels III & IV
Electric Line Crew Leader	Pay Grade 18	All levels & 10 years
Electric Distribution Superintendent	Pay Grade 23	10 Years

EXPLANATION OF ELIGIBILITY FOR CAREER LADDER POSITIONS:

Electric Line Technician is the title given to a worker who is coming on board with little experience. This is granted to someone looking to begin their career in the Electric Division. This individual will have no certification and 0-12 months experience. This title has been given the pay grade of 15.

Advanced Lineman is the title given to a worker who is employed with some work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed Levels I and II. There is no defined experience required for this title, only the successful completion of the courses and certifications; however, these courses are given over a broad period of time and it is common to complete the first two levels of training in a 36-month time frame. This title has been given the pay grade of 16.

Journeyman Lineman is the title given to a worker who has a good deal of work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed Levels III and IV. There is no defined experience required for this title, only the successful completion of the courses and certifications; however, these courses are given over an extended period of time and it is common to get the final two levels completed in a time frame of about 36 months after completion of the first two levels. This title has been given the pay grade of 17.

Electric Line Crew Leader is the title given to a worker who has a superior knowledge in the field and a wealth of work experience. This is granted to someone who has advanced through the Electricities Lineman Career Development Training Program and has successfully completed all levels. This employee should also have at least 10 years of experience working in the electric lineman career field. This title has been given the pay grade of 18.

Electric Distribution Superintendent is the title given to the employee that has managerial responsibility over the Electric Division. This employee must have a mastery of knowledge in the electric field, a wealth of practical knowledge in the field and at least 10 years of experience. This title has been given the pay grade of 23.



Request for Town Council Action

Consent Agenda Item:	GHSP Traffic Grant Renewal
Date:	07/21/2026

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

Issue Statement

The police department is requesting to submit to the Governors Highway Safety Program (GHSP) to renew a one officer traffic safety team within the police department. The grant will not be awarded until October 2026. The grant is a three-year grant, and this renewal is for year two of the three-year grant. This grant would cover personal expenses and equipment expenses for the one officer. This resolution is required annually by NC Governors Highway Safety Program (GHSP) for the grant renewal application to ensure funding is authorized by the Town of Smithfield.

Financial Impact

Year two of the Grant will fund 70% of the cost for the second year, with the Town of Smithfield being responsible for the remaining 30% of funding. The Town of Smithfield will be responsible for 50% of the cost for the third year.

Action Needed

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

Recommendation

It is requested this issue be discussed by the Town Council and the Council approve Resolution No. 809 (15-2026) for the police department's grant application renewal to the Governors Highway Safety program to continue funding a traffic safety team.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. GHSP Highway Safety Grant Information
3. Resolution No. 809 (15-2026)



Staff Report

Consent
Agenda
Item:

GHSP Traffic
Grant
Renewal

The grant will cover all personnel expenses for the one officer traffic safety team. This officer salary and benefits, potential salary increases during the grant period, fuel, travel and training expenses. The town match amounts for the grant will be 30% for year 2 and 50% for year 3. Equipment purchases were all included in year one and are not covered in years 2 and 3 of the grant.

In year 2, the grant amount would be \$105,090.00 with the town's match amount being \$31,527.00. The grant funding would cover \$73,563.00. Year 3 the grant amount would be \$105,090.00, the town amount would be \$52,545.00 and the grant would fund \$52,545.00. Following year three of the grant, all equipment becomes the property of the town, and the town is under no obligation to continue the program.

In summary, the Town would receive assets and police officer time equal to \$494,000 at a three-year total cost to the Town of about \$135,000. The Town is under no obligation to accept these funds until after grant Resolution has No. 809 (15-2026) been signed.

Thank you for your consideration of this request.

(The Applicant Agency)

(The Governing Body of the Agency)

(Governing Body)

THIS DAY OF _____, 20____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Captain Jason Beyer
(Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 76,363.00
(Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 32,727.00
(Local Cash Appropriation) as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

(Chairperson/Mayor)

(Clerk)

DATE _____

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Smithfield Police Department Enforcement, Education, Crash Reduction Initiative	Fiscal Year: 2027
2. Agency: 1000001006 - TOWN OF SMITHFIELD	3. Contact Person for Agency: Jason Beyer
4. Agency Address: PO Box 761 SMITHFIELD, NC 27577	5. Telephone Number: * 919-989-1071
7. Physical Location of Agency * 110 S. Fifth St. Smithfield, NC 27577	6. Cell Phone: 8. Email of Contact Person * jsbeyer@smithfieldpd.org
9. Federal Tax ID Number / Type of Agency Federal Tax ID Number: * 56-6001335 Unique Entity Identifier: FCT5P87K6EY3 County: * JOHNSTON Type of Agency ☐ State ☐ Non-Profit ☐ County ☐ Higher Education ☒ Municipality ☐ Hospital	10. Project Year * ☐ New ☒ Continuation Year: ☐ 1 ☒ 2 ☐ 3 ☐ 4+ Application Number: 1000028369
11. Allocation of Funding * Federal % 70.00 Local % 30.00	

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$105,090.00	\$73,563.00	\$31,527.00
Contractual Services			
Other Direct Costs	\$4,000.00	\$2,800.00	\$1,200.00
Indirect Costs			
Total Project Costs	\$109,090.00	\$76,363.00	\$32,727.00

13. Specify How Non-Federal Share Will Be Provided: * These funds will be provided for by the Town of Smithfield.	
Project Number: _____ Additional Project Number: _____ Additional Project Number1: _____ Additional Project Number2: _____	CFDA#: 20. Work Type: _____ Additional Work Type: _____ Additional Work Type1: _____ Additional Work Type2: _____

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

The Smithfield Police Department has been involved with the Governor's Highway Safety Program (GHSP) for many years. This has allowed us the opportunity to acquire resources to help further our efforts in traffic safety. We are requesting a

continuation grant to help increase our activity through education and enforcement. Over time this will decrease the number of fatalities, crashes, DWI's and speeding in the Town of Smithfield. Our goal is to provide safer roads not only in Smithfield but across North Carolina. The Smithfield Police Department is comprised of 43 Sworn Officers, and 4 civilian personnel. The Department has their own SFST and Radar Instructors. We also have two Drug Recognition Experts. All of the department's instructors are utilized constantly by our agency and other agencies in the county. At times our D.R.E officers are requested by other agencies due to the limited number of D.R.E officers in the state. We are proactive in training and education in DWI enforcement.

The Town of Smithfield is the county seat and is located just outside of Raleigh, NC. Johnston county has recently been voted one of the fastest growing counties in the state. The town has a mixture of residential, retail, commercial business and medical facilities. We have the largest hospital in the county along with the majority of medical facilities. We also have the county courthouse and jail located in Smithfield. Smithfield has approximately 1,192 businesses. The county as a whole has 107,369 people in the work force. In the past two years we had an AMAZON facility open in our town. This has created 700 more jobs, which means 700 more people driving into Smithfield each day. Along with the 750 jobs also comes hundreds of shipping trucks from across the county daily delivering to this facility. All of these increase our daily number of visitors above our average.

The night-time population is roughly 12,900. We have several more housing developments in various stages of planning. The past few years in Smithfield alone we have approved over 920 residential lots for apartments/ townhouses etc. This will increase our population by over 2,400 homes or town houses and about 3,000 more residents within the new few years. It is estimated by census that 830,000 people live within 30 miles of Smithfield. Smithfield has 4 major highways and 1 Interstate that passes through it. These include Hwy 210, Hwy 1010, Hwy 70, Hwy 301, and Interstate 95. Hwy 70 is the major Hwy that connects western North Carolina with The Eastern part. Hwy 301 also connects the Southern Part of North Carolina with the Northern Part. These all contribute to a high number of daily traffic coming into the Town of Smithfield.

During the summer months this traffic is greatly increased due to people traveling to the beaches. Smithfield also has a large Outlet Center mall that caters to people along the entire East Coast that travel along I-95. The daily travel estimates on I-95 are 95,000 vehicles up to 350,000. During peak shopping season's this increases our traffic by several thousand vehicles daily. Johnston county is expected to be one of the fastest growing areas in the next 5 to 10 years. Selma the next town over that is adjacent to our city limits has just opened a large retail shopping center that will increase our daily and nightly visitors into the thousands yearly. We currently partner with the Selma Police Department and their G.H.S.P. team to reach our goals for the G. H.S.P Grant.

Key points to remember, Smithfield has been involved in GHSP for a long time. We have the fastest growing counties in the state and possibly one of the fastest in the nation. We are the County Seat and a crossroad of many major highways. Due to low personnel numbers, like most agencies, we had to scale back our efforts in the past few years. We have since been fully staffed and ready to tackle and regain the positive outcomes of a Traffic and Safety Team once again. We have one of the highest fatality rates for alcohol, unrestrained, and juvenile crashes in the state. With the help of the G.H.S.P. Grant we can educate and train all drivers especially juveniles about the important of wearing seat belts and not speeding. Along with this we hope to include our youth safety and education about bike safety. We hope to reduce the numbers of crashes and educate and promote the use of seat belts and bike helmets in the county.

Proposed Solution *(Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):*

With the help of GHSP we will continue our Traffic Safety and Crash Reduction initiative, through education and enforcement activities. We are requesting GHSP funding to continue our one officer Traffic Safety Team. This officer will perform traffic safety enforcement and education. They will help reduce speeding and alcohol related crashes through their enforcement and educational efforts. They will also participate in other GHSP events and work with other agencies to help with education and enforcement. Requested in-state travel funds will be used for both traffic enforcement officers to attend any GHSP Events not hosted locally and travel for training directly related to highway safety and education. This will help us reach our goal, which is to make the roads safer and reduce the number of crashes in the Town of Smithfield. We are also asking for funds for printed materials. These materials will be educational to promote seat belt usage and bike safety. These safety fliers and printed material will be passed out at local events and schools. It will educate people on the proper use and seat belt laws. Any printed material will be approved by the G.H.S.P

Budget Justification *(Provide a detailed explanation of the costs associated with proposed project):*

Personnel Costs will be used to pay highway traffic safety activity hours and the associated employer paid fringe benefits for one (1) law enforcement officer.
Print Supplies for one full time Safety / Education and Enforcement Officers for one year.

Travel Justification *(Provide justification for all travel expenses):*

Travel will be for training classes, hotel registration cost, and travel expenses to any GHSP or other related traffic safety training events.

To be completed by all law enforcement agencies:				
Provide the agency's number of sworn officers				43
Does the agency currently have a dedicated traffic or DWI unit?				Yes ☒ No ☐
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?				1
For applicants requesting enforcement grants, please provide the following county fatality rankings: Information can be located at:				
https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx				
Overall Fatality Ranking:	7			
Alcohol Fatality Ranking:	6			
Unrestrained Fatality Ranking:	7			
Speed Related Fatalities:	15			
Other Applicable Rankings: (Specify)	Teen driver Fatality ranking 8th			
As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.				
Year 2025	Occupant Protection Citations	58	DWI Citations	80
			Speed Citations	549
Year 2024	Occupant Protection Citations	11	DWI Citations	58
			Speed Citations	113
Year 2023	Occupant Protection Citations	16	DWI Citations	60
			Speed Citations	1,209
Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at: https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)				
Goal #1: Reduce the number of traffic related fatalities in Johnston County by 10 % from the 2020-2024 average of 41.4 to 37 by September 30, 2027				
Objectives: 1. Increase the number of DWI contacts by 10% from 80 in 2025 to 88 by September 30, 2027. 2. Identify the top five high crash locations and conduct targeted enforcement action at minimum of 1 time per location per week. 2. Coordinate or participate in a minimum of 2 multi-agency traffic enforcement activities per month. 3. Social media networks, local media, schools and civic groups will be partnered with to inform and educate the public of our efforts to promote highway safety. 4. Participate and report in all GHSP and national highway safety campaigns.				
Goal #2: Reduce unrestrained fatalities in Johnston County by 10% from the 2020-2024 average of 10.8 to 9 by September 30, 2027				
Objectives: 1. Increase the number of occupant protection contacts by 50% from 58 in 2025 to 87 by September 30, 2027 in FY2027.				
Goal #3: Reduce speed related fatalities in Johnston County by 15% from the 2020-2024 average of 6.6 to 5 by September 30, 2027				
Objectives: 1. Increase the number of speeding contacts 100% from 549 in 2025 to 1,098 by September 30, 2027.				
Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.				
☒ Reduce NC's traffic fatalities by 6% from the 2024 total of 1,748 to 1,643 by December 31, 2029.				
☒ Reduce NC's alcohol-related fatalities by 6% from the 2020-2024 five-year average of 428.2 to 402 by December 31, 2029.				
☒ Reduce NC's unrestrained fatalities by 6% from the 2020-2024 five-year average of 510.8 to 480 by December 31, 2029.				
☒ Reduce NC's speed-related fatalities by 6% from the 2020-2024 five-year average of 409 to 384 by December 31, 2029.				
☒ Reduce NC's young driver-related fatalities by 6% from the 2024 total of 191 to 179 by December 31, 2029.				
☒ Reduce NC's motorcycle fatalities by 6% from the 2020-2024 five-year average of 199.2 to 187 by December 31, 2029.				

☒ Increase NC's seat belt usage rate from the 2025 usage rate of 92.17% to 93.17% by December 31, 2029.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Activities hours for Traffic Enforcement officer	\$69,473.00
Total Salaries Cost:		\$69,473.00
#	Personnel Fringe Benefits	Cost
1	Fringe Benefits for (1 officer)	\$35,617.00
Total Fringe Benefits Cost:		\$35,617.00
Total Personnel Costs:		\$105,090.00

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
Total Equipment Cost				
Other Equipment Details :				
#	Other Items and Equipment Direct Cost:	Cost		
1	Print Material for Safety and Education Training.	\$1,000.00		
Total Other Items and Equipment Direct Cost:				\$1,000.00
#	Travel	Cost		
1	In-State Travel	\$500.00		
2	Out-of-State Travel	\$2,500.00		
Total Travel Cost:				\$3,000.00
Total Other Direct Costs:				\$4,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- ☒ A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

1. Send traffic safety messages via social media on two different media platforms. (minimum of 3 messages per quarter)
2. Conduct education events at local schools and community events. (minimum of 1 per quarter)
3. Locate high crash areas and conduct weekly speed and traffic enforcement in those designated areas.
4. Conduct saturated patrols and enforcement (minimum of 3 per quarter)
5. Conduct Day and night-time traffic checking stations will be conducted to increase the use of seat belts and child restraints, at least one per month
6. Attend any GHSP events.
7. Attend any multi-agency DWI checkpoints.
8. Submit all GHSP required reports by deadlines established by GHSP.

Second Quarter (January, February, March)

1. Send traffic safety messages via social media on two different media platforms. (minimum of 3 messages per quarter)

2. Conduct education events at local schools and community events. (minimum of 1 per quarter)
3. Locate high crash areas and conduct weekly speed and traffic enforcement in those designated areas.
4. Conduct saturated patrols and enforcement (minimum of 3 per quarter)
5. Conduct Day and night-time traffic checking stations will be conducted to increase the use of seat belts and child restraints, at least one per month
6. Attend any GHSP events.
7. Attend any multi-agency DWI checkpoints.
8. Submit all GHSP required reports by deadlines established by GHSP

Third Quarter (April, May, June)

1. Send traffic safety messages via social media on two different media platforms. (minimum of 3 messages per quarter)
2. Conduct education events at local schools and community events. (minimum of 1 per quarter)
3. Locate high crash areas and conduct weekly speed and traffic enforcement in those designated areas.
4. Conduct saturated patrols and enforcement (minimum of 3 per quarter)
5. Conduct Day and night-time traffic checking stations will be conducted to increase the use of seat belts and child restraints, at least one per month
6. Attend any GHSP events.
7. Attend any multi-agency DWI checkpoints.
8. Submit all GHSP required reports by deadlines established by GHSP.

Fourth Quarter (July, August, September)

1. Send traffic safety messages via social media on two different media platforms. (minimum of 3 messages per quarter)
2. Conduct education events at local schools and community events. (minimum of 1 per quarter)
3. Locate high crash areas and conduct weekly speed and traffic enforcement in those designated areas.
4. Conduct saturated patrols and enforcement (minimum of 3 per quarter)
5. Conduct Day and night-time traffic checking stations will be conducted to increase the use of seat belts and child restraints, at least one per month
6. Attend any GHSP events.
7. Attend any multi-agency DWI checkpoints.
8. Submit all GHSP required reports by deadlines established by GHSP.

AGENCY AUTHORIZING SIGNATURE

- ☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name: PIN: Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

**North Carolina Governor's Highway Safety Program
Agreement of Conditions/Conflict of Interest**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally assisted programs of the United States Department of Transportation
 - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and the implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501- 1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that spend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances.

- (d) The terms "covered transaction", "civil judgement", "debarment", "suspension", "ineligible", "participant", "person", "principal", and "voluntarily excluded", as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 - (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, provided that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Note that recent DOT [waivers](#) allows for waivers under two criteria. A *De Minimis Costs* waiver applies to the total value of the non-compliant products where the cost is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project. The *Small Grants* waiver applies when the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. The Small Grants waiver may be applied to both financial assistance awards and

subawards, where the subaward is made by a passthrough entity for a specific project. However, it is not applicable to a subaward made under an award of \$500,000 or more if the scope of the subaward is not a separately identifiable, independent project.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.
12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No prior contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or funding amount in this contract require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the

Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
 - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
 - (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
 - (b) **Approval.** Prior to payment, the itemized invoice must be approved by the Governor's Highway Safety Program and the Department shall approve the itemized invoice prior to payment.
 - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
 - (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
 - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be

made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
 - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
 - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
 - (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
 - (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
 - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
 - (a) **Certifications Required.**
 - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
 - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The Agency head must sign the form. However, the Agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. **Conditions for Local Governmental Agencies.**
 - (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
 - (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. **Continued Federal and State Funding.**
 - (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
 - (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any State funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated

settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

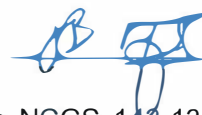
25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity, this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.



28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **CERTIFICATION ON CONFLICT OF INTEREST**

- a) No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:
- (b) The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions for violations of such standards by officers, employees, or agents.
- (c) The code or standards shall provide the recipient's officers, employees, or agents may may neither solicit or accept gratuities, favors, or anything of monetary value from present or potential subawards, including contractors or parties to subcontracts.
- (d) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations as permitted by State or local law or regulations.

The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

30. The end date for the Agency's fiscal year is June 30

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <u>Jason Beyer</u>	TITLE <u>Captain</u>	ADDRESS <u>110 S. Fifth St. Smithfield, NC 27577</u>
SIGNATURE <u>[Signature]</u>	DATE	TELEPHONE NUMBER <u>919-989-1071</u>
AGENCY AUTHORIZING OFFICIAL		
NAME <u>Jason Beyer</u>	TITLE <u>Captain</u>	ADDRESS <u>110 S. Fifth St. Smithfield, NC 27577</u>
SIGNATURE <u>[Signature]</u>	DATE	TELEPHONE NUMBER <u>919-989-1071</u>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <u>Tracy Stubblefield</u>	TITLE <u>Finance Director</u>	ADDRESS <u>PO Box 761 Smithfield, NC 27577</u>
SIGNATURE <u>[Signature]</u>	DATE <u>6/24/26</u>	TELEPHONE NUMBER <u>919-934-2116</u>

TOWN OF SMITHFIELD
RESOLUTION No. 809 (15-2026)
IN SUPPORT OF THE POLICE DEPARTMENT
NC GHSP GRANT RENEWAL APPLICATION
North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Smithfield Police Department (herein called the "Agency") has completed a renewal application contract for traffic safety funding; and that The Town of Smithfield (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

NOW THEREFORE BE IT RESOLVED by the Town of Smithfield in an open meeting assembled in the Town of Smithfield, North Carolina, this, the 21st Day of July, 2026, as follows:

1. That the project referenced above is in the best interest of the Town Smithfield and the general public; and
2. That Jason Beyer, Police Captain, is authorized to file, on behalf of the Town of Smithfield, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$76,363.00 be made to the Town of Smithfield to assist in defraying the cost of the project described in the contract application; and
3. That the Town of Smithfield has formally appropriated the cash contribution of \$32,727.00 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

Done and ordered in open meeting this the 21st Day of July 2026 by:

M. Andy Moore, Mayor
Town of Smithfield

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:**
**Approve
Resolutions**
Date: 07/21/2026

Subject: Approve the Resolutions Seeking Additional Funds for the Lead & Copper Project

Department: Public Utilities Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

The approval of the attached, proposed Resolutions that request additional funds to categorize, find, and replace lead service lines throughout the Town service area, in accordance with EPA regulations.

Financial Impact

The resolution does not cost the Town additional funds. The Resolution is assurance to the NCDEQ that the Town will cover closing costs and any portion of non-forgivable funding. It is anticipated that the requested funds will be 100% forgivable.

Action Needed

Approve the attached resolutions

Recommendation

Staff recommends the approval of the attached resolutions

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 810 (16-2026)
3. Resolution No. 811 (17-2026)



Staff Report

Consent
Agenda
Item: Approve
Resolutions

The NCDEQ has asked all funding applicants to submit a resolution that commits the Applicant to provide any “balance” of funds to complete the lead service line inventory project; in the event the NCDEQ does provide funding, but not 100% of the funding being forgivable. The Applicant will commit to provide the remaining funds to complete the project.

In the case of these projects, Smithfield Town Council already committed the balance of funds in May 2023. It is highly likely the project(s) will get fully funded, or partially funded, depending on the award granted by the NCDEQ. Such action would end up saving the Town money, as there will be a need to expend funds to remain in compliance.

The project titled “Find & Replace” is seeking up to \$2million to conduct additional field investigation & categorization. He “Added Funds” project is to continue the process of field identification, testing & updating the PEA database. There is potential to use some of these funds to replace lead goose necks on the service lines. Both projects are compliance driven.

Determination of the awards will begin in late September 2026.

Staff is asking the Council to approve Resolutions 810 (16-2026) and Resolution 811 (17-2026).

**

RESOLUTION NO. 810 (16-2026) BY THE TOWN OF SMITHFIELD, NC
Town of Smithfield Lead Service Line Inventory Added Funds Project

WHEREAS, The Town of Smithfield has need for and intends to construct, plan for, or conduct a study in a project described as Town of Smithfield Lead Service Line Inventory Added Funds Project, and

WHEREAS, The Town of Smithfield intends to request State loan and/or grant assistance for the project,

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

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Smithfield to make a scheduled repayment of the loan, to withhold from the Town of Smithfield any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Andy Moore, Mayor, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21st day of July, 2026 at Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Smithfield does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Smithfield duly held on the 21st day of July, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of July, 2026.

Signature of Recording Officer:

Elaine Andrews (Town Clerk)

RESOLUTION NO. 811 (17-2026) BY THE TOWN OF SMITHFIELD, NC
Town of Smithfield Lead Service Line Find and Replace Project

WHEREAS, The Town of Smithfield has need for and intends to construct, plan for, or conduct a study in a project described as Town of Smithfield Lead Service Line Find and Replace Project, and

WHEREAS, The Town of Smithfield intends to request State loan and/or grant assistance for the project,

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

That Town of Smithfield, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Smithfield to make a scheduled repayment of the loan, to withhold from the Town of Smithfield any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Andy Moore, Mayor, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21st day of July, 2026 at Smithfield, North Carolina.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Smithfield does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Smithfield duly held on the 21st day of July, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of July, 2026.

Signature of the Recording Officer:

Elaine Andrews (Town Clerk)



Request for Town Council Action

Consent Agenda Item:	Surplus Property
Date:	07/21/2026

Subject: Surplus Property

Department: General Government Department

Presented by: Town Clerk – Elaine Andrews

Presentation: Consent Agenda Item

Issue Statement

The Finance and Planning Departments are requesting to have various office equipment and furniture sold as surplus property. The items can be auctioned on Auctions International, an approved online auction site, thus removing them from the Town's inventory.

Financial Impact

Unknown. Sales of all items will increase revenues.

Action Needed

Approval of Resolution No. 812 (18-2026) declaring item listed as surplus property and authorizing the sale of said property at public auction.

Recommendation

Staff recommends the item listed on the resolution be declared surplus property and allowed to be auctioned on auctionsinternational.com

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 812 (18-2026)



Staff Report

**Consent Surplus
Agenda Property
Item**

Staff is requesting the following item be declared surplus property, thus allowing it to be sold at the online Public Auction site, auctionsinternational.com. Auction items will be available for public sale within, but not before ten days of Resolution adoption by the Town Council, in accordance with NC G.S. 160A-270.

Dept.	Lot / Ser. #	Description
IT Department	Lot 1	AV Hardware
IT Department	Lot 2 –NA7059859098014	Tri caster Video Production System
IT Department	Lot 3	2 ENG Cameras/Tripod/Hardware
IT Department	Lot 4	2 Servers & 1 UPS
IT Department	Lot 5	6 Dehnco Monitor Arms
IT Department	Lot 6	Switches and Encoders
IT Department	Lot 7	Laptops 13 regular 6 Hardbooks
IT Department	Lot 8	Computer Parts; motherboards cables etc.
IT Department	Lot 9	6 Monitors
IT Department	Lot 10	13 PCs no hard drives
IT Department	Lot 11	Misc. equipment scanners, routers, cords
Planning Department	Lot 12	Cannon IFP Plotter/Scanner – (for parts)
IT Department	Lot 13	Large 34" x 60" Drafting Table/Desk
IT Department	Lot 14	Small Table, Trays, Large Whiteboard

TOWN OF SMITHFIELD RESOLUTION NO. 812 (18-2026)
AUTHORIZING THE SALE OF CERTAIN
PERSONAL PROPERTY AT PUBLIC AUCTION

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

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

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

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

Dept.	Lot/Ser.#	Description
IT Department	Lot 1	AV Hardware
IT Department	Lot 2 –NA7059859098014	Tri caster Video Production System
IT Department	Lot 3	2 ENG Cameras/Tripod/Hardware
IT Department	Lot 4	2 Servers & 1 UPS
IT Department	Lot 5	6 Dehnco Monitor Arms
IT Department	Lot 6	Switches and Encoders
IT Department	Lot 7	Laptops 13 regular 6 Hardbooks
IT Department	Lot 8	Computer Parts; motherboards cables etc.
IT Department	Lot 9	6 Monitors
IT Department	Lot 10	13 PCs no hard drives
IT Department	Lot 11	Misc. equipment scanners, routers, cords
Planning Department	Lot 12	Cannon IFP Plotter/Scanner – (for parts)
IT Department	Lot 13	Large 34" x 60" Drafting Table/Desk
IT Department	Lot 14	Small Table, Trays, Large Whiteboard

2. The Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
3. The public electronic auction will be held beginning no earlier than August 3, 2026.
4. The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by Auctions International Inc. The property for sale can be viewed at **www.auctionsinternational.com**.

Citizens wanting to bid on property may do so at the site by visiting **www.auctionsinternational.com** and choosing the item(s) available for bid. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.

5. The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), to be available on the Town of Smithfield website **www.smithfield-nc.com**.
6. The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this the 21st day of July, 2026.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent Agenda Item: Date:	Freedman's School Resolution 07/21/2026
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Subject: Freedman's School Resolution
Department: General Government Department
Presented by: Town Clerk - Elaine Andrews
Presentation: Consent Agenda Item

Issue Statement

At its regular meeting on July 7, 2026 Councilwoman Doris Wallace mentioned having a Resolution drafted to commemorate the historic restoration and re-dedication of the Freedman's Schoolhouse in Smithfield, NC.

Financial Impact

None.

Action Needed

Approval of Resolution No. 813 (19-2026)

Recommendation

Recommendation is to approve Resolution 813 (19-2026)

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution 813 (19-2026)



Staff Report

Consent Agenda Item:	Freedman's School Resolution
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The historic Freedman's Schoolhouse is located at 308 N. Fourth Street, Smithfield, NC. Originally built in 1868-1869, it is the only remaining freedman's schoolhouse in the entire state. Upon formal request from Councilwoman Doris Wallace in an email dated July 8, 2026 staff has drafted Resolution 813 (19-2026) for the consideration of the Council.

**RESOLUTION NO. 813 (19-2026) HONORING
THE RESTORATION AND RE-DEDICATION OF
THE HISTORIC FREEDMEN’S SCHOOLHOUSE
IN SMITHFIELD, NORTH CAROLINA**

WHEREAS, the historic Freedmen’s Schoolhouse, located at 308 N. Fourth Street in Smithfield, North Carolina, was originally built in 1868-1869 by the Freedmen's Bureau under the auspices of the American Missionary Association; and

WHEREAS, out of 160 freedmen's schoolhouses built across North Carolina during the Reconstruction era to provide essential education in reading, writing, and mathematics to newly emancipated Black Americans, this structural landmark stands proud as the **only remaining freedmen's schoolhouse in the entire state**; and

WHEREAS, the schoolhouse represents a profound monument to resilience, having survived multiple targeted fires in the 1890s; and

WHEREAS, the Historic Smithfield Foundation, established in 2017, acquired the title to the property in 2019 and initiated a dedicated, multi-year rehabilitation effort beginning in 2021; and

WHEREAS, through the generous financial backing of private donors and a crucial \$250,000 grant from the North Carolina Department of Natural and Cultural Resources—championed by State Representative Donna White, with the initiative from Todd Johnson, Executive Director of the Johnston County Heritage Center and Museum—the schoolhouse has been successfully restored to its authentic 1860s appearance; and

WHEREAS, on June 19, 2026, the community gathered at the First Missionary Baptist Church for a historic ribbon-cutting and re-dedication ceremony featuring keynote remarks from Johnston County native and descendant of the school's original students, Dr. Crystal R. Sanders; and

WHEREAS, the fully restored facility now stands as a monumental educational tool, cultural heritage site, and a testament to perseverance, enriching Smithfield's historic downtown.

NOW, THEREFORE, BE IT RESOLVED by Mayor M. Andy Moore and members of the Smithfield Town Council, that:

1. The Council formally recognizes and celebrates the historic re-dedication and restoration of the **Freedmen’s Schoolhouse**.
2. The Board extends its deepest gratitude to the Historic Smithfield Foundation, the Johnston County Heritage Center, Representative Donna White, and the local community members whose steadfast advocacy preserved this vital piece of African American history.
3. The Board encourages all residents and visitors to acknowledge the historical nature of the Johnston County Freedmen's Schoolhouse to reflect on the legacy of public education and civil rights in our town.

Adopted this 21st day of July, 2026.

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk



Request for Town Council Action

**Consent
Agenda
Item:** Bible
Church of
God Lot
Quitclaim
Date: 07/21/2026

Subject: Bible Church of God lot (1000 Lemay Street)
Department: Planning Department
Presented by: Planning Director – Brent Reck
Presentation: Consent Agenda Item

Issue Statement

The Town of Smithfield & Planning Department is requesting a land quitclaim of Lot 3 Lemay Street

Financial Impact

No Financial Impact

Action Needed

Town Council approval of a legal quitclaim of lot 3, 1000 Lemay St. to convey to the Bible Church of God by adoption of Resolution 814 (20 – 2026)

Recommendation

Staff recommends approval.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Memorandum and explanation from Attorney Bob Spence
3. GIS Mapping/Google Mapping Street View Photos
4. Resolution 814 (20 – 2026)
5. Quitclaim Deed



Staff Report

**Consent
Agenda
Item:** Bible
Church of
God
Quitclaim

The Planning Department, on behalf of the Town of Smithfield respectfully requests Smithfield Town Council's authorization to proceed with a land quitclaim to obtain Lot 3 of the 4-lot parcel, located at 1000 Lemay Street (see illustration attached).

Once obtained, the town will then convey lot 3 to the church giving the church a clear path to a good title. By filing a quitclaim, the church will then be able to operate lots 1-4 as identified as the church property, continuing it to operate as it has been operating for decades. Additionally, this action will provide clean legal direction for the town and church giving the church the ability to obtain a well-defined title.

Staff requests approval of the adoption of Resolution 814 (20-2026) authorizing conveyance.

Memorandum

Date: July 8, 2026
To: Town of Smithfield Board of Commissioners
From: Robert A. Spence, Jr.
Subject: Bible Church of God lot (1000 Lemay Street)

In the early 1980s, the Town's Redevelopment Commission received federal grants to improve subdivisions with "blighted" or substandard lots and houses. I have represented the county, the Town and Princeton acting under such grants.

The Commission purchased land from one group of owners and reconveyed the purchased land to add access or dimensions or access to substandard lots. A number of the lots in the Old Belmont neighborhood did not have legal access. At least twice in blocks the Town created a cul-de-sac to provide access to lots with only dirt drives over land they did not own. As part of its work, the Redevelopment Commission purchased from and near a 6 acre undivided tract along the railroad, created a cul de sac and reconveyed part of the land to the Bible Church of God, creating a church lot fronting on the new Lemay Street cul-de-sac.

Attached hereto as **Page 1 is a scan of the 1969 Tax Map** with the Bible Church of God and the Lemay Street cul-de-sac highlighted. The original subdivision included many lots along the Atlantic Coastline Railroad having no legal access to a public road.

Attached as **Page 2 is a scan of the 1980s Unrecorded Ragsdale Map** which includes the recording information wherein the Town obtained the formerly rectangular lots (labelled Lots 1, 2, 3 and 4 for ease).

- Note: Lots 1, 2 and 3 were conveyed to the Town from various owners; but Lot 4 was conveyed directly to the Bible Church of God in 1971 from a foreclosure deed.

Subsequently, in the early 80s, the Town conveyed Lots 1 and 2 to the Church. Looking at the **Ragsdale Map** you can see that Lot 3 (as I have labeled it!) is about 169 feet by 26 feet as it fronts the railroad and 13 feet in width on the opposite side fronting the cul-de-sac. After a meticulous search of the Johnston County Registry, there is no deed for the parcel in the middle, marked as Lot 3, from the Town. Coincidentally, that is also the area upon which the church building is located. Attached as Pages 3 and 4 are the **Gis Aerial View** of the property and a **Google Maps Street View** of the building and lot, respectively, which show the location of the building on the lot and its relative location to the railroad. You will notice that the building extends perpendicular to the railroad bed for the ACL Railroad which appears about 4 feet higher than the building. Furthermore, this is a block construction building and that makes you think the owners built it decades ago. I do not know. The tax records do not say.

The Church wants to be able to convey good title and to do that they need the Town to quitclaim Lot 3. Our risk is whether there is strong evidence the Church owns Lot 3. I attach an affidavit from the secretary of the church citing the history that the Church has as to who specifically operated the Church and when! This is a congregational church, meaning the congregation owned the church; the congregation was possibly affiliated with a larger body but basically operated the church. In contrast the Catholic Church and the Methodist Church are denominational churches operated in part by the local

body but clearly part of a larger church body with ultimate laws based on that body. The affidavit says the Church became part of a larger Church of God body. There are no regular minutes of meetings. Also, the Church seems to operate for a time and then to close for some time and then reopen. Basically, it appears the Bishop is having a church operate there when they have a church and otherwise, just holds title to the property. That is the way the records appear.

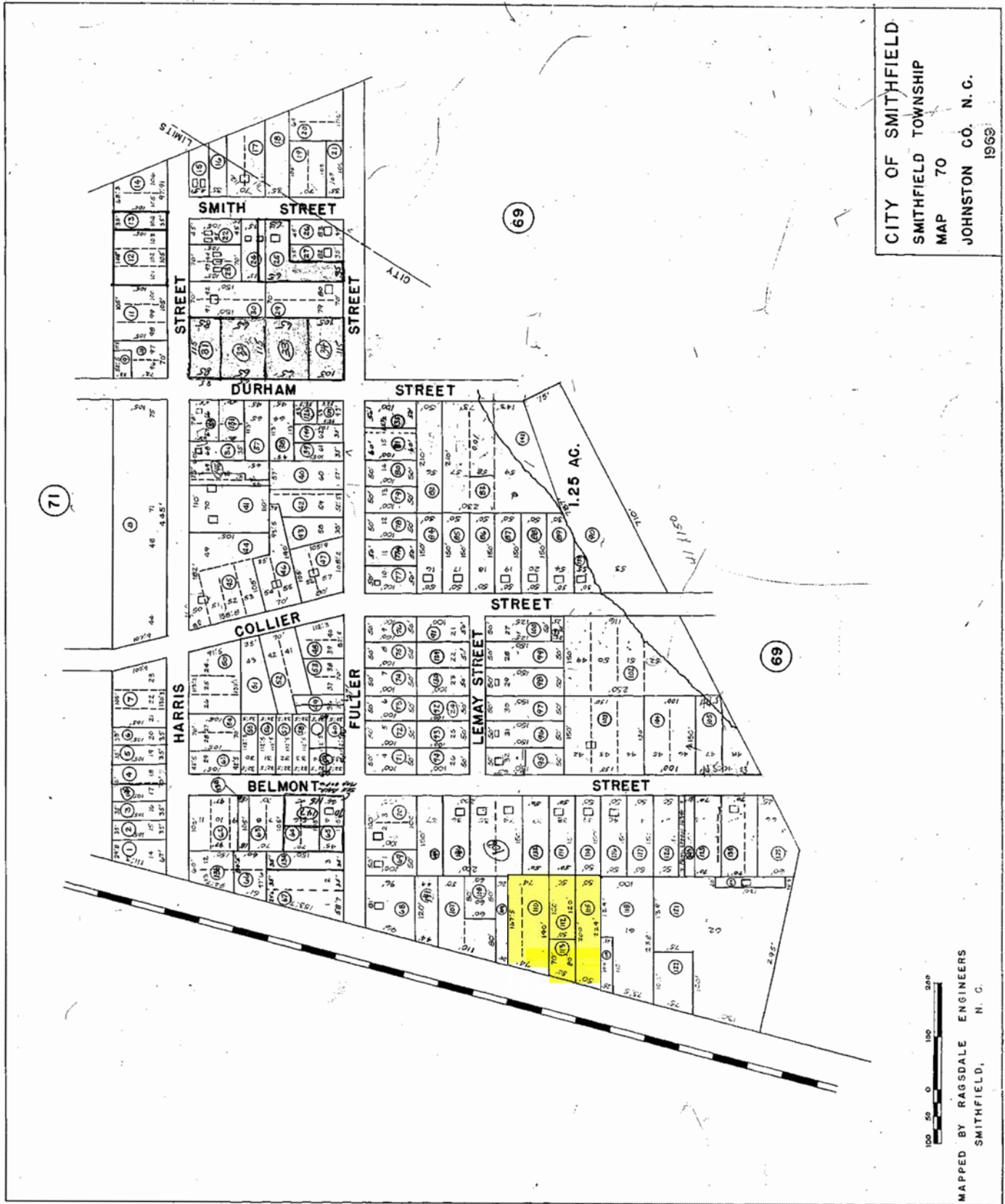
To show ownership I have obtained records from the Johnston County Public Utilities and the Johnston County Tax Office. See the affidavit of Carnell Taylor attached hereto. This shows who claimed the church! Who thought they owned it! Possession under what appears to be a claim or assumption that the occupier thinks they own it, is pretty good indication of who can claim it.

In Summary the evidence we have is as follows.

1. The Church, though appearing in various names, appears to have title to the lots on both side of the "Lot 3" except for the portion of Lot 3 fronting Lemay Circle. The fact that they own the land on both sides supports their claim that they should have title to the land in the middle, Lot 3.
2. The Town conveyed Lots 1 and 2 to the Church. That indicates the Commission likely intended to create a lot owned by the church consisting of what I have called for ease of reference, "Lots 1 through 4". Why otherwise would the Town have conveyed to the church Lots 1 and 2? Why did they not convey Lot 3 when they conveyed Lots 1 and 2? I can only assume that was a mistake or they intended to do that later after Lemay Street, which runs along about eighty feet on this lot, was finished. In any case, the fact the Commission never came back and deeded it appears to be an oversight. The Town was not trying to own that building.
3. Though the Church is exempt from taxes, they do appear to have consistently listed the 4 lot areas. So over the last 45 years they appear to have thought they owned it.
4. The church appears to have loaned out the building to various "congregational churches" affiliated with them. I asked the town utilities staff to provide who has been paying the electric bill. That history is shown as an attachment to the Affidavit of Carnell Taylor, Secretary of the Church and evidences that the Church has been exercising ownership and that no one else has.
5. Ideally, the Church would have a book of minutes extending back to the 1980's showing their activity at the church during all those years. They do not. Many churches would not. Does not having the minutes have ramifications? Yes, in that it would be better to have it, but still the overwhelming evidence, the only that we have, is that the Church of God has controlled use of the building. I think we should quitclaim it to them. We do not claim it. They appear to have owned it on tax records for decades.

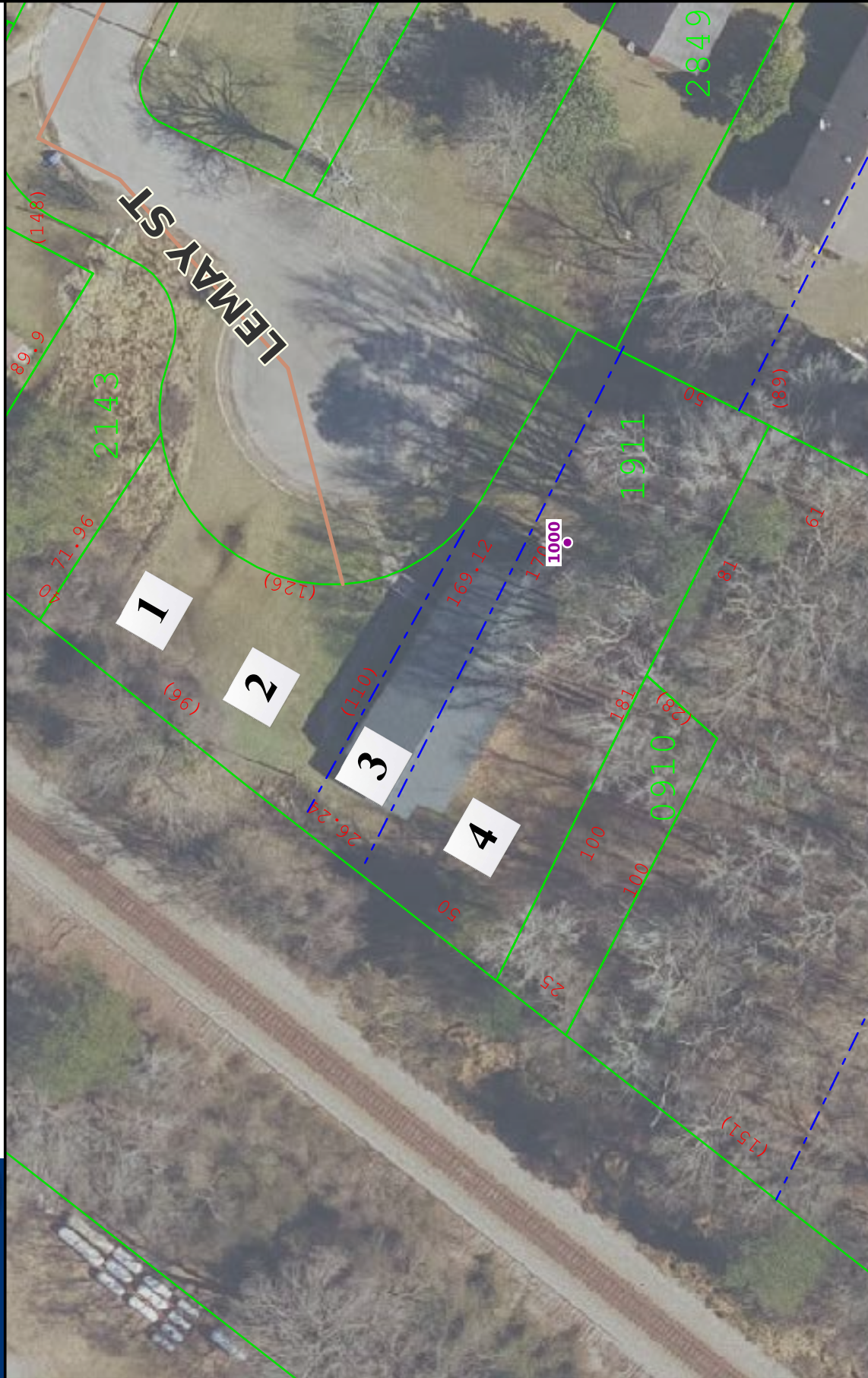
Respectfully submitted,

Robert A. Spence, Jr.



*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Scale: 1:485 - 1 in. = 40.42 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
June 26, 2026



Smithfield, North Carolina

Google Street View

Dec 2024

[See more dates](#)

Google Maps

Image capture: Dec 2024 © 2026 Google

**TOWN OF SMITHFIELD
RESOLUTION NO. 814 (20-2026)
A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 3 OF THE
PROPERTY LOCATED AT 1000 LEMAY STREET TO BIBLE CHURCH OF GOD OF
LILLINGTON, INCORPORATED BY QUITCLAIM DEED**

WHEREAS, the Town of Smithfield is the record owner of certain real property identified as **Lot 3 of the four-lot parcel located at 1000 Lemay Street, Smithfield, Johnston County, North Carolina**, being a portion of Parcel Identification Number 15070191; and

WHEREAS, the Town acquired its interest in the property by instruments recorded in **Deed Book 894, Page 506** and **Deed Book 903, Page 197**, Johnston County Registry; and

WHEREAS, as part of the Town's Redevelopment Program during the 1980s, it was the Town's intent to convey the subject property to **Bible Church of God of Lillington, Incorporated**, as evidenced by the conveyance recorded in **Deed Book 952, Page 390**, Johnston County Registry; however, a deed conveying Lot 3 does not appear in the public record; and

WHEREAS, Bible Church of God of Lillington, Incorporated has occupied, maintained, and listed the property for taxation for many years, and has continuously operated the property as part of its church campus; and

WHEREAS, the absence of a recorded deed has created a gap in the chain of title, and the execution of a Quitclaim Deed will clarify the public record, confirm the Town's original intent, provide the church with a clear and marketable title, and allow Lots 1 through 4 to be recognized and operated as a single church property, as they have been for decades; and

WHEREAS, the Planning Department has reviewed the proposed conveyance and recommends approval as being in the best interest of the Town and consistent with the Town's original redevelopment actions and the public record; and

WHEREAS, the Town Council finds that conveying any remaining interest the Town may have in Lot 3 by Quitclaim Deed serves a public purpose by correcting the historical record, resolving a longstanding title discrepancy, and eliminating uncertainty regarding ownership of the property.

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

1. The Town Council hereby authorizes the conveyance by Quitclaim Deed of all right, title, and interest the Town of Smithfield may possess in **Lot 3 of the property located at 1000 Lemay Street**, being a portion of Parcel Identification Number 15070191, to **Bible Church of God of Lillington, Incorporated**.
2. The Mayor is authorized to execute the Quitclaim Deed on behalf of the Town, and the Town Clerk is authorized to attest the execution of the deed and affix the Town Seal as required by law.

3. The Quitclaim Deed shall be substantially in the form presented to the Town Council, together with all necessary exhibits, including the historical redevelopment map and current GIS information identifying the property.
4. The Town Manager, Planning Director, Town Clerk, Town Attorney, and other appropriate Town officials are authorized to execute such documents and take such actions as are necessary to complete the conveyance and record the Quitclaim Deed in the Johnston County Registry.
5. This Resolution shall become effective immediately upon its adoption.

Adopted this 21st day of July, 2026.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

(SEAL)

NORTH CAROLINA QUITCLAIM DEED

Excise Tax: NONE

Parcel ID No.: part of 15070191

This instrument was prepared by/Please return to: Spence, Carter & Reed, P.A., PO Box 1335, Smithfield, NC 27577

Brief Description for the Index: portion of 1000 Lemay Street, Smithfield

NO TITLE EXAMINATION & NO TAX ADVICE, NOT CLOSING ATTORNEY

THIS DEED made this _____ day of _____, 2026 by and between

GRANTOR	GRANTEE
TOWN OF SMITHFIELD an NC Municipal Corporation	Bible Church of God of Lillington, Incorporated
Primary Residence: No.	1000 Lemay Street Smithfield, NC 27577

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has remised, and released and by these presents does remise, release, and forever quitclaim unto the Grantee(s) and their heirs and assigns all right, title, claim, and interest of the said Grantor(s) in and to a certain tract or parcel of land lying and being in Smithfield Township, Johnston County, North Carolina, and more particularly described as follows:

Beginning at the common line of Lot 61 and 60 of Old Belmont in Plat Book 5 page 31 at the northwest corner of the Help & Hand Young Mens Club (460 page 421, thence southwest corner of the Bradley Byrd lot in the Seaboard Coastline Railroad right of way (Deed Book 903 page 197), thence along the southern line of the Byrd lot and then the southern line of Deed Book 894, page 506, South 63 degrees 3 minutes 52 seconds East 183.92 feet to the common corner of the western lines of lot 39 and lot 40 (Plat Book 5 page 31), thence along the western line of lot 39 and lot 34 North 27 degrees 10 minutes 46 seconds East 63.31 feet to the line of Lemay Street cul-de-sac on the south side, thence along the south side of the cul-de-sac North 59 degrees 13 West 64.23 feet to the actual corner in Book 952 page 590 at the cul-de-sac line, thence leaving the cul-de-sac but continuing said direction along the Bible Church's southern line in Deed Book 952 page 590, North 59 degrees 13 West 24.89

feet to a point marked in the Redevelopment map, thence continuing said direction along the Church line 80 feet to the a point in the right of way of Southern Coastline Railroad, thence along said railroad South 38 degrees 37 minutes 27 seconds west 76.24 feet to the point of beginning.

LESS AND EXCEPT that portion of the above-described tract deeded to the Bible Church of God Mission in Book 718, page 407.

A copy of the unrecorded redevelopment map of Ragsdale Engineers dated 7/21/1981 is attached hereto, first a copy to scale of the property at issue and then of the full map.

All of the Property was acquired by Grantor by instruments recorded in Deed Book 894, pg. 506 and Deed Book 903, pg. 197, Johnston County Registry.

Grantees have listed the above property for taxes for years.

Grantor intended to convey this property to Grantee (see Deed Book 952, page 390) as part of the 1980s Redevelopment Program, but a deed does not appear of record. Therefore, this conveyance is to clarify and permit marketable title. A copy of the 1980s Ragsdale map used during the 1980s Redevelopment Program is attached hereto as 'Exhibit A' and copy of the current GIS report is attached hereto as 'Exhibit B' which shows the gap clarified by the above property description.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. **Grantor makes no warranty of title to the Property.**

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

TOWN OF SMITHFIELD

_____(SEAL)
M. Andy Moore

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

I, a Notary Public of the County and State aforesaid, certify that M. Andy Moore, personally came before me this day and acknowledged that he is the Mayor of the Town of Smithfield, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument is signed in its name by its Mayor, sealed with the corporate seal and attested by _____ as the Town Clerk, Grantor,

Witness my hand and official seal this the ____ day of _____, 2026.

My Commission expires: _____ Notary Public



Request for Town Council Action

**Consent
Agenda
Item:** Easement
Agreement
Date: 07/21/2026

Subject: Dunn Easement
Department: Planning Department
Presented by: Interim Town Manager - Kimberly Pickett
Presentation: Consent Agenda Item

Issue Statement

To establish an easement to resolve existing permissive encroachment for 210 Bridge St., Smithfield NC 27577.

Financial Impact

None.

Action Needed

Council to Approve or Deny Easement by adoption of Resolution 815 (21-2026).

Recommendation

Staff recommends approval

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Easement
3. Map
4. Resolution 815 (21 -2026)



STAFF REPORT

**Consent
Agenda
Item: Easement
Agreement**

The property located at 210 Bridge Street was recently purchased and is currently undergoing renovations. During the remodeling process, it was determined that the existing walkway providing access to the building encroaches onto Town-owned property.

To allow the renovation project to proceed without interruption and to support the continued revitalization of both the building and the downtown area, staff are requesting that the Town grant an easement to the property owners for the existing walkway.

Staff recommends approval of Resolution 815 (21-2026) for establishment of the easement.

NORTH CAROLINA

EASEMENT TO RESOLVE EXISTING
PERMISSIVE ENCROACHMENT

JOHNSTON COUNTY

THIS EASEMENT (hereinafter referred to as "Easement"), entered on this ____ day of July 2026, by and between the Town of Smithfield, party of the first part, hereinafter referred to as "Town", and JoCo CRE, LLC, party of the second part, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, Town owns that certain real estate parcel used currently as a parking lot adjacent to the north side of Market Street conveyed to the Town in Deed Book 943, page 45. This parcel is hereinafter referenced as the "Premises" and is partially sketched on Plat Book 105 page 406 and the "**Preliminary Site Plan for JOCO CRE, LLC**", attached as **Exhibit A** hereinafter referenced as the "Site Plan"; and

WHEREAS, Grantees own certain property which adjoins the Premises and is described as Lot 3 on the Site Plan and further referenced in Deed Book 7068, page 921 where it is Parcel 1 which incorporates Map 19 of the original Town of Smithfield tax plats from 1960 on file at the, Johnston County Registry, and is at times referenced herein Grantee's Property.

Grantee or its predecessors in title have encroached on the Town property, though permissively and not under any claim of right, a few feet over the common property line of the parties and the parties by this agreement resolve that encroachment. In such resolution Grantee will install an entrance walkway, steps and entrance stoop (jointly the "Improvements") to the Existing Building on the property of Grantee just north of the Existing BOC (existing back of curbing) shown on the "**INSET**" to the **Site Plan** as "**PROP. NEW WALK**" with steps drawn to connect the walkway to the entrance to the existing building at the "**PROPOSED STOOP**" as shown on the Site Plan. These proposed "improvements", the walkway, steps, and stoop extend a few feet over the common line of the parties. The stoop will extend 6 feet beyond the foundation of the existing building, and the new walk and steps are to extend 4.5 feet from the EXISTING BUILDING, all as shown on the Site Plan;

The Town has extended this easement as an accommodation to the Grantee who discovered the encroachment. Either party may terminate this Easement and the rights hereunder on 120 day's notice to the other which may be by mail or email or verbally confirmed by either including at the address for the owner of Grantee's Property as listed on the county tax listing at the time.

TERMS

NOW, THEREFORE, Town, in consideration of the mutual promises and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee an easement for the location of the walkway,

steps and stoop as shown on the Site Plan. The parties incorporate the Recitals into the flowing Terms and agree as follows:

1. Grantee, for itself and its successors in title to the Improvements, shall be responsible for all construction and maintenance of the Improvements. This responsibility includes proper installation of the Improvements and prevention of any excessive drainage onto the Premises caused by the Improvements.

2. Grantee for itself and its successors does hereby further agree that during the easement, the Town and their contractors shall have access to the Improvements, but otherwise the Improvements will be in the exclusive control of the Grantee though dedicated to public use as an entrance.

3. The Provisions and terms of this Easement shall be fully enforceable as against the parties to this Easement and their successors in title to the Premises or Improvement respectively and the provisions hereof shall operate as a covenant running with both parcels of land described above.

4. The parties covenant and agree that each is seized of their respective premises in fee simple, and that each has the right to convey the interests conveyed and that they will warrant and defend title to same subject only to the easements and other matters of record affecting the premises.

5. Grantee must notify the Town at least forty-eight (48) hours before construction, repair and/or maintenance work commences within the easement. No such work shall take place without the Town staff being given the opportunity to be present at the site. Further, if the Town in its sole discretion determines that any proposed work may potentially cause an unsafe condition or damage or impair the Town's easement area, the Town shall have the authority to prevent such work from being done by giving notice to Grantees. Notwithstanding the foregoing, in the event of an emergency situation and/or the existence of an unsafe condition the prescribed forty-eight (48) hour notice requirement shall be waived by the Town. However, in the event of such situation, said waiver shall not relieve Grantees from their obligation to notify the Town in a timely and practical manner.

6. To the fullest extent permitted by law, Grantee, its successors and assigns agree to release, defend, protect, indemnify, save and hold harmless the Town, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of the Improvements permitted hereunder, regardless of whether such harm is to Grantees, the Town, the employees or officers of either or any other person or entity, except it shall not be liable under this paragraph for loss or damage to the extent resulting from the gross negligence or intentional acts of the indemnified parties. Grantee will maintain property damage and general liability insurance of at least Five Hundred Thousand Dollars.

a. In addition, Grantee shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the

manner and to the extent required by such Act. Additionally, Grantee shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 Professional liability insurance that includes coverage for claims arising from professional negligence, including design errors or omissions
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit
Bodily Injury and Property Damage

b. Grantee's insurance shall be in an amount of not less than \$500,000.

c. Grantee, upon execution of this Contract, shall furnish to the Town a Certificate of Insurance reflecting the minimum limits stated above, including professional liability insurance. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decree, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Nothing contained in this section shall be deemed to constitute a waiver of the sovereign immunity of the TOWN, which immunity is hereby reserved to the TOWN

7. The permission granted herein is limited exclusively to the proposed Improvements within the Premises. Grantee shall not alter the grade, perform any other site disturbing activities, or permit such other alteration anywhere upon the Premises without proper express written consent of the Town other than routine maintenance of landscaping permitted by the Town. Grantee shall construct and maintain The Improvements in compliance with all applicable laws and in good repair. Grantee shall, at all times, use best efforts to conduct all of activities on said easement area in such a manner as to not interfere with or impede the operation of the Town's easement and related activities in any manner whatsoever and shall remove the Improvements at no cost to the Town when directed by the Town due the dilapidated condition of the Improvements. The work shall be done and the Improvements maintained in conformance with the direction of the Town.

8. The parties agree to the following miscellaneous provisions.

A. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.

B. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.

C. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the

masculine, feminine or neuter gender, as the context requires.

D. Binding Effect. This instrument shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and permitted assigns.

E. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

F. Forum Selection. In any action arising from or to enforce this agreement, the parties agree to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.

G. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims allege tortious conduct (including negligence) or any other legal theory.

F. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.

H. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.

I. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.

J. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.

K. Notice. All notices, demands or writings in this Contract provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

To Smithfield: Town Manager at Town Hall

To Grantee: Registered Agent at Secretary of State or undersigned Managing Member.

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

L. Arbitration. Except as otherwise provided, any controversy or claim arising out of or resulting from this Contract, or the breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The parties shall have sixty (60) days from the date of selection of the arbitrator to file discovery pursuant to the North Carolina Rules of Civil Procedure. Despite the rules, all responses shall be made within fifteen (15) days of the receipt of the requests except upon good cause shown and an extension allowed by the arbitrator.

M. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28 whether or not this Easement requires such certification under the statute.

Tracy Stubblefield, Town Budget Officer

IN WITNESS WHEREOF, the parties hereto have caused this Easement Encroachment Agreement to be executed the date first hereinabove set out.

TOWN OF SMITHFIELD, Town

_____(SEAL)
M. Andy Moore, Mayor Town of Smithfield

_____(SEAL)
Elaine Andrews, Smithfield Town Clerk

_____(SEAL)
**Don B. Byrd, Member Manager
of JoCo CRE, LLC
GRANTEES:**

_____(SEAL)
**Rodney Dunn, Member Manager
of JoCo CRE, LLC**

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

I, a Notary Public of the County and State aforesaid, certify that **M. Andy Moore**, personally came before me this day and acknowledged that he is the Mayor of Town of Smithfield, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by Elaine Andrews as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of July, 2026.

My Commission expires: _____ Notary
Public

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

I, a Notary Public of the County and State aforesaid, certify that Don B. Byrd, and Rodney Dunn, both Member Managers of JoCo CRE, LLC, personally came before me this day and acknowledged that they are the Member Managers of JoCo CRE, LLC and that by authority duly given and as the act of the LLC, the foregoing instrument was signed in its name by said managers.

Witness my hand and official stamp or seal, this ____ day of July, 2026.

My Commission expires: _____ Notary
Public

SURVEYOR'S DISCLAIMER:

THIS MAP IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND NOT A GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS OTHER THAN THOSE SHOWN ON THIS MAP. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE PUBLIC RECORDS OF THE STATE OF NORTH CAROLINA AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS OTHER THAN THOSE SHOWN ON THIS MAP. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE PUBLIC RECORDS OF THE STATE OF NORTH CAROLINA AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS OTHER THAN THOSE SHOWN ON THIS MAP.

LEGEND
RBS-#5 IRON REBAR SET WITH RED PLASTIC CAP PG-PAGE
YI-STORM DRAINAGE YARD INLET DB-DEED BOOK
PB-PLAT BOOK N/F-NOW OR FORMERLY OWNED BY
PID #-PARCEL IDENTIFICATION NUMBER

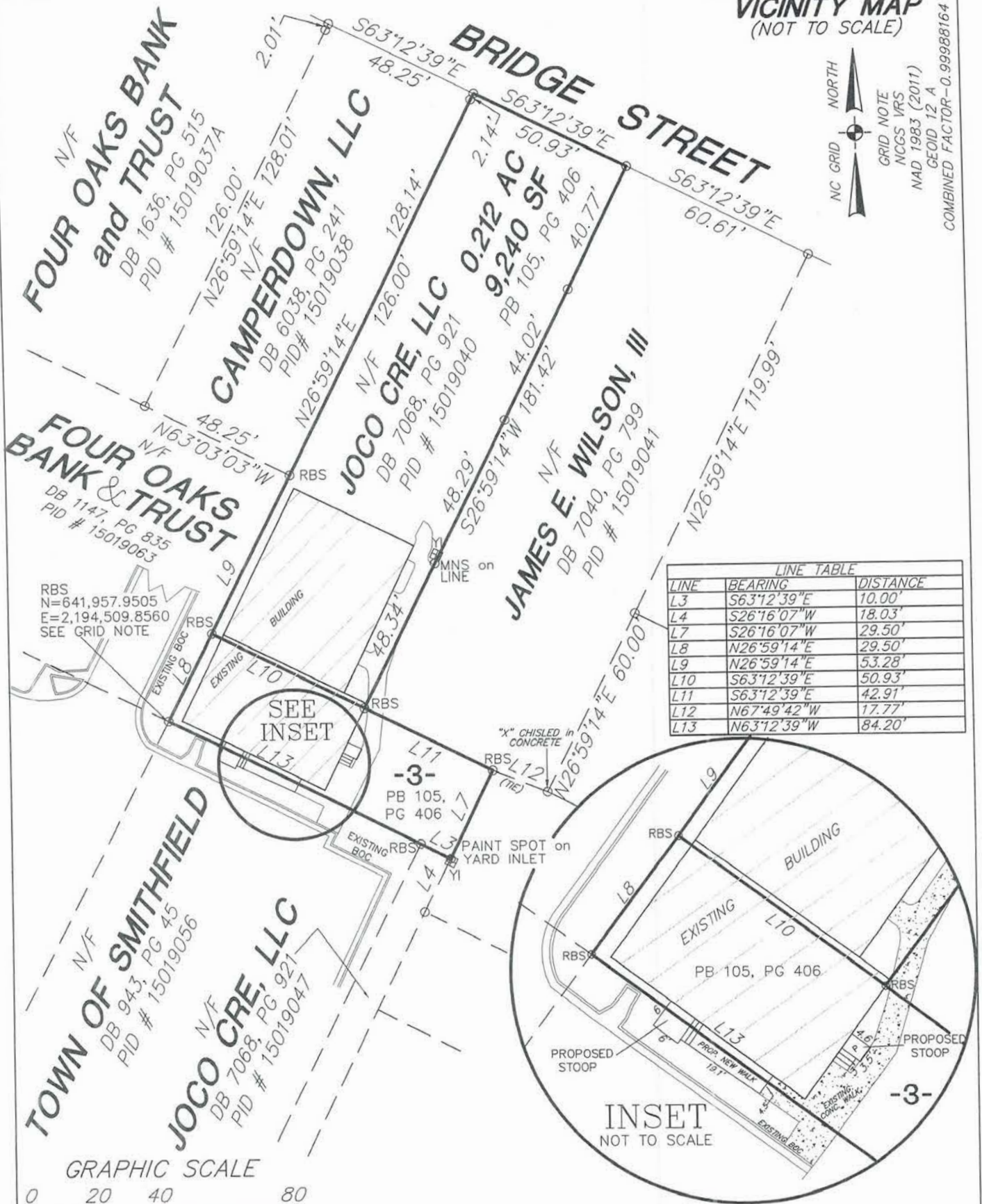
ALL INFORMATION TAKEN FROM PLAT BOOK 105, PAGE 406.



VICINITY MAP
(NOT TO SCALE)



GRID NOTE
NCGS VRS
NAD 1983 (2011)
GEOID 12 A
COMBINED FACTOR-0.99988164



LINE TABLE		
LINE	BEARING	DISTANCE
L3	S63°12'39"E	10.00'
L4	S26°16'07"W	18.03'
L7	S26°16'07"W	29.50'
L8	N26°59'14"E	29.50'
L9	N26°59'14"E	53.28'
L10	S63°12'39"E	50.93'
L11	S63°12'39"E	42.91'
L12	N67°49'42"W	17.77'
L13	N63°12'39"W	84.20'



INSET
NOT TO SCALE



AREA BY COORDINATE METHOD

PROPERTY ADDRESS:
SMITHFIELD, NC 27577

PRELIMINARY SITE PLAN FOR:

JOCO CRE, LLC

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book 7068, Page 921 or other referenced source PB 105, PG 406) that the ratio of precision or positional accuracy is 1:50,000 and that this map meets the requirements of the STANDARDS of PRACTICE for LAND SURVEYING in North Carolina (NCAC 56. 1600) This 8th day of June 2024.

DEED REFERENCE
DB 7068, PG 921
PARCEL ID NO.
15019055
SURVEYED BY
JS
FIELD BOOK
SEE FILE
DATE
6-8-26
DRAWN BY
CSL
SCALE
1"=40'
DWG NO.
26-112

AS RECORDED IN: PLAT BOOK 105, PAGE 406

TOWN OF SMITHFIELD CITY LIMITS
SMITHFIELD TWP. JOHNSTON COUNTY NC

JIMMY BARBOUR SURVEYING, P.A.
JIMMY C. BARBOUR, PLS, GSI
C-3109
213 South Second Street
P. O. BOX 28
SMITHFIELD, N.C. 27577
(919) 989-6642 PHONE Email: jimmy@jbsurveying.com



**RESOLUTION NO. 815 (21-2026) AUTHORIZING EXECUTION OF AN EASEMENT
TO RESOLVE A PERMISSIVE ENCROACHMENT**

WHEREAS, the Town of Smithfield owns property adjacent to Market Street identified in Deed Book 943, Page 45, Johnston County Registry; and

WHEREAS, JoCo CRE, LLC owns the adjoining property described in Deed Book 7068, Page 921, Johnston County Registry; and

WHEREAS, a longstanding permissive encroachment exists across the common property line, consisting of a proposed entrance walkway, steps, and stoop serving the adjoining property as shown on the attached Site Plan; and

WHEREAS, the Town Council finds that granting a revocable easement to permit the Improvements is in the best interest of the Town, provided that JoCo CRE, LLC assumes all responsibility for construction, maintenance, insurance, indemnification, and compliance with the terms of the Easement Agreement.

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

1. The Mayor is authorized to execute the Easement Agreement with JoCo CRE, LLC substantially in the form presented to the Council.
2. The Easement shall permit the walkway, steps, and stoop shown on the attached Site Plan to remain within the Town's property subject to the conditions contained in the Easement Agreement, including the Town's right to terminate the easement upon one hundred twenty (120) days' notice.
3. The Town Clerk shall attest the execution of the Easement Agreement, affix the Town Seal, and take all actions necessary to complete its recording in the Johnston County Registry.

Adopted this 21st day of July, 2026.

TOWN OF SMITHFIELD

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk



Request for Town Council Action

Consent
Agenda
Item: Radio
Upgrades
Date: 07/21/2026

Subject: Radio Upgrades
Department: Fire Department
Presented by: Fire Chief - Jeremey Daughtry
Presentation: Consent Agenda Item

Issue Statement

The Fire Department is requesting the purchase of the portable radios to improve the continuity of operations and communications while operating at emergency incidents.

Financial Impact

Funds are available as approved in the current adopted budget, FY '27.

Action Needed

Approval of the purchase and set up of the new portable radios through Motorola Solutions.

Recommendation

Staff respectfully requests the Town Council to approve the purchase and set up of the portable radios through Motorola Solutions.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Quote-3701326



Staff Report

Consent
Agenda
Item:

Radio
Upgrades

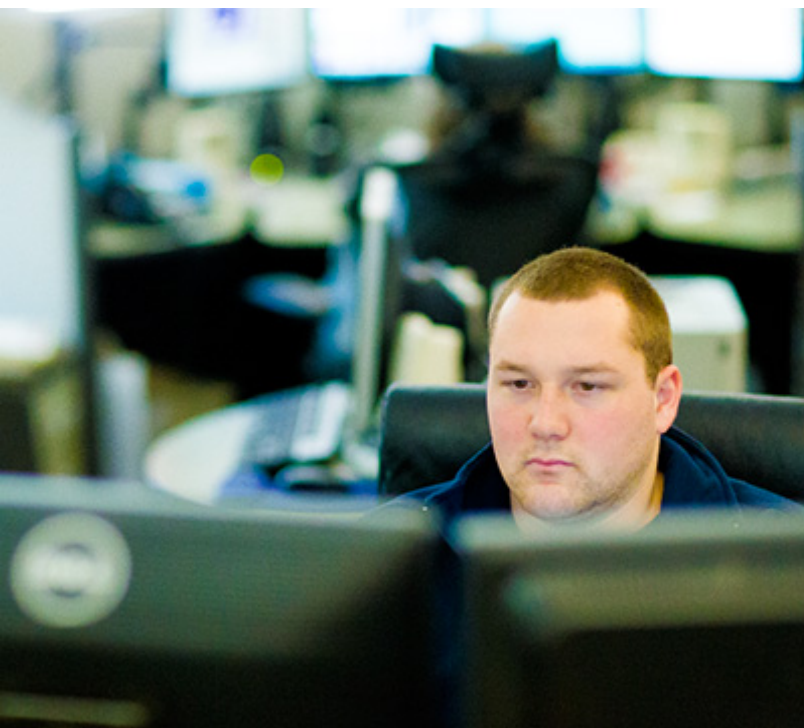
During budget sessions, the Fire Department identified the need to replace the portable radios utilized by the fire department. These portable radios are nearing end of life and will become difficult to repair or find replacement parts.

Portable radios are a key piece of equipment on emergency incidents that allow for smooth operations while providing needed communications with all public safety agencies. These portable radios as quoted will give responders access to technology which will increase safety for not only the responders but also for our customers.

Town Council appropriated funding of the portable radios within the adopted FY '27 budget for the amount of **\$257,215.00**.

As quoted from Motorola Solutions, the replacement of the portable radios will be **\$250,000.00**.

This is in the FY '27 adopted budget within the capital line: **10-20-5300-5700-7400**.



SMITHFIELD, TOWN OF

06/29/2026

06/29/2026

SMITHFIELD, TOWN OF
PO BOX 761
SMITHFIELD, NC 27577

Dear Anthony Piper,

Motorola Solutions is pleased to present SMITHFIELD, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SMITHFIELD, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Greg Bonner at gregbonner@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Greg Bonner
AE

Motorola Solutions Manufacturer's Representative

Billing Address:
SMITHFIELD, TOWN OF
PO BOX 761
SMITHFIELD, NC 27577
US

Quote Date:06/29/2026
Expiration Date:08/29/2026
Quote Created By:
Greg Bonner
AE
gregbonner@callmc.com
9194133364

End Customer:
SMITHFIELD, TOWN OF
Anthony Piper
apiper@smithfield-fire.com
9199342452

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
AGREEMENT: STATE OF NORTH
CAROLINA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70XE					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	30		\$5,365.00	\$3,747.38	\$112,421.32
1a	QA02006AG	ADD: APX N70 XE M4.5 RUGGED RADIO	30		\$824.00	\$575.55	\$17,266.50
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	30		\$177.00	\$123.63	\$3,708.90
1c	H38DA	ADD: SMARTZONE OPERATION	30		\$1,412.00	\$986.26	\$29,587.80
1d	Q173CA	ADD: SMARTZONE OMNILINK	30		\$0.00	\$0.00	\$0.00
1e	Q361CD	ADD: P25 9600 BAUD TRUNKING	30		\$353.00	\$246.57	\$7,397.10
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	30		\$607.00	\$423.98	\$12,719.40
1g	QA00580BA	ADD: TDMA OPERATION	30		\$530.00	\$370.20	\$11,106.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	QA09001AM	ADD: WIFI CAPABILITY	30		\$353.00	\$246.57	\$7,397.10
1i	QA09000AG	ADD: DIGITAL TONE SIGNALING	30		\$177.00	\$123.63	\$3,708.90
1j	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	30		\$0.00	\$0.00	\$0.00
1k	QA09028AA	ADD: VIQI VC RADIO OPERATION	30		\$0.00	\$0.00	\$0.00
1l	QA01427AM	ALT: APX N70 XE HOUSING GREEN	30		\$30.00	\$20.95	\$628.50
1m	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	30		\$0.00	\$0.00	\$0.00
1n	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	30		\$0.00	\$0.00	\$0.00
2	LSV01S03060A	APX N70 DMS ESSENTIAL	30	7 YEARS	\$432.43	\$405.49	\$12,164.70
3	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
4	LSV01S03082A	RADIOCENTRAL PROGRAMMING	30	1 YEAR	\$32.04	\$30.04	\$901.20
5	PMNN4818A	BATT IMPRES 2 LIION TIA4950 IP68 3650T	12		\$270.00	\$188.59	\$2,263.08
6	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
7	SSV01S01407A	SMARTPROGRAMMING	30	1 YEAR	\$75.00	\$73.50	\$2,205.00
8	SSV01S01406A	SMARTCONNECT	30	1 YEAR	\$75.00	\$73.50	\$2,205.00
9	SSV01S01476A	SMARTLOCATE	30	1 YEAR	\$75.00	\$73.50	\$2,205.00
10	SSV01S01907A	SMARTMAPPING	30	1 YEAR	\$75.00	\$73.50	\$2,205.00
11	PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US	2		\$1,925.24	\$1,344.75	\$2,689.50
12	LSV00Q00202A	DEVICE PROGRAMMING	30		\$49.00	\$45.95	\$1,378.50
13	PMMN4172A	XVE500M DIV 1 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN WITHOUT KNOB, UL, GCAI MINI	30		\$756.00	\$528.05	\$15,841.50
14	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00

Grand Total

\$250,000.00(USD)


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Customer needs Post July 1, 2026 Invoice Date
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
14	PSV01S02940A	TEMAILAR = jdaughtry@smithfield-fire.com
1j	QA09030AB	Incomplete
1n	QA09017AA	ENDUSER = FIRE PROTECTION SERVICES
3	PSV01S02944A	TEMAILAR = jdaughtry@smithfield-fire.com,CUSTNAME = „SYSTEMID = 01FC
6	PSV03S02465A	Incomplete



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders’ focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port



connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



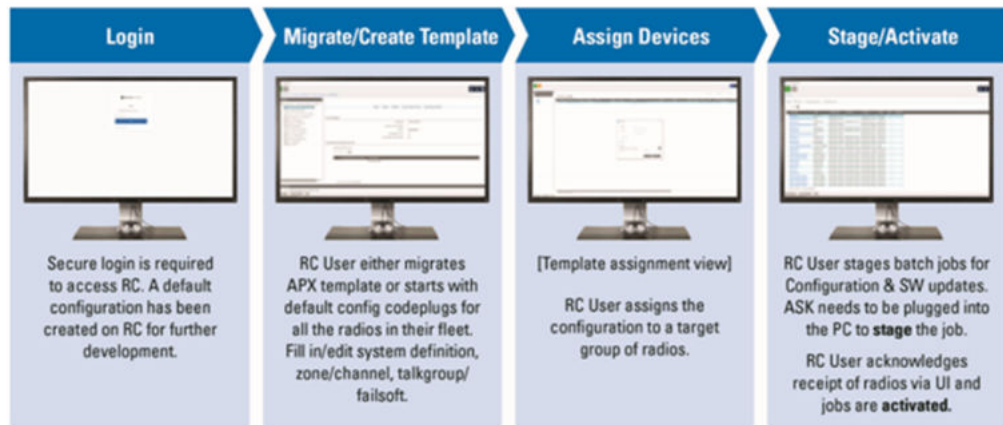


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Request for Town Council Action

Consent Agenda Item:	Dell Server Warranty Renewal
Date:	07/21/2026

Subject: Approval of the Dell Server Extended Support and Warranty
Department: Information Technology
Presented by: Finance Director - Tracy Stubblefield
Presentation: Consent Agenda Item

Issue Statement

VC3 has submitted a service agreement to renew the post-warranty support for the Town's Dell PowerEdge R440 server located at Town Hall. The proposed agreement extends hardware support and warranty coverage through December 20, 2026. Town Council approval is requested to authorize the contract and ensure continued support for this critical technology infrastructure.

Financial Impact

Budgeted Item 10-10-4300-5300-1700

Action Needed

Council to approve renewal as provided

Recommendation

Staff recommends approval

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Dell Server Warranty & Support Renewal



STAFF REPORT

Consent	Dell Server
Agenda	Warranty
Item:	Renewal

VC3 has submitted a service agreement to renew the post-warranty support for the Town's Dell PowerEdge R440 server located at Town Hall. This server supports critical Town operations and provides essential infrastructure for the Town's network and information systems. The proposed agreement extends hardware warranty and technical support coverage through December 20, 2026, ensuring continued access to manufacturer-supported repairs, replacement parts, and technical assistance in the event of hardware failures. Renewing this coverage helps minimize system downtime, protects the Town's technology investment, and supports the reliable operation of business-critical applications. Staff recommends Town Council approval of the service agreement to maintain uninterrupted support for this equipment.

Renewals - Dell

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
Dell renewals extend support and warranty on your device.					
Model: PowerEdge R440					
S/N - Location: 2CTZG13/Town Hall					
Expiry: July 18, 2026					
Renewal Term: 07/18/2026 End date: 12/20/2026 (End of life date)					
	Dell Post Warranty Support Renewal/ProSupport with 4-Hour Onsite Service Variable		\$841.00	1	\$841.00

Subtotal: \$841.00

Service Ticket #5028095 - 2026-07-18 ~ TSA ~ RNWL ~ Dell ~ smfdhost ~ Virtual Host Server

Prepared by:

VC3

Rebekah Yertzell
quotes.rebekah.yertzell@vc3.com

Prepared for:

Town of Smithfield, NC

350 East Market Street
Smithfield, NC 27577
Geuel Hernandez
+19199342116
geuel.hernandez@smithfield-nc.com

Quote Information:

Quote #: 018102

Version: 1
Delivery Date: 07/02/2026
Expiration Date: 07/15/2026

Quote Summary

Description	Amount
Renewals - Dell	\$841.00

Total: \$841.00

- Applicable taxes & Environmental Surcharges will be added.
- All product transfer of ownership and invoicing occurs upon VC3's receipt of the product.
- Pricing & Availability is subject to change without notice.
- Shipping and handling costs may not be included in this quote, as these costs are variable. Adjusted shipping and handling costs may be applied to the final invoice.
- VC3 makes NO WARRANTY either expressed or implied, regarding performance or suitability for any purpose of the above products. The customer assumes responsibility for understanding the warranty, if any, of the manufacturer or VC3.
- If not included in agreement, travel will be billed separately.
- In the case hardware/software total exceed \$100k, VC3 will require a 50% deposit of the hardware/software total to secure the order. Deposit is payable immediately to VC3.
- Returns:
 - No returns will be accepted unless first approved by VC3 Inc.
 - Approved returns are subject to a 20% restocking fee.
 - Approved return of in-stock items will be accepted within 10 business days of purchase, if merchandise is unopened and packaging is undamaged.
 - Open box items are not returnable
 - Approved defective returns must be shipped to VC3 within 10 business days of said approval



VC3

Town of Smithfield, NC

Name: Rebekah Yertzell
Title: Client Solutions Specialist
Date: 07/02/2026

Name: Geuel Hernandez
Date: _____



Request for Town Council Action

Consent Agenda Item:	Approval of Cellbrite Contract
Date:	07/21/2026

Subject: Police Department purchase of Cellebrite
Department: Police Department
Presented by: Police Chief - Pete Hedrick
Presentation: Consent Agenda Item

Issue Statement

The Police Chief is requesting purchase Cellebrite Digital Intelligence Equipment

Financial Impact

Budgeted \$25,690.00

Action Needed

Approve or deny

Recommendation

Approve

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Quote



Staff Report

Consent Agenda Item:	Approval of Cellbrite Contract
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The Police Chief is requesting the purchase of Cellebrite equipment. Budget was for Cellebrite Digital Intelligence Equipment at \$15,000.00. The remaining purchase funds of \$10,690.00 will be moved from the Equitable Sharing Program budget line item: 10-20-3300-3380-0001. The total amount of the Cellebrite purchase is \$25,690.00.

Cellebrite Inc.
1861 International Drive, 3rd Floor
McLean VA 22102

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>

Quote

Quote#: Q-498703-1
Date: Feb 13, 2026

Billing Information
Smithfield Police Department
110 S 5th St
Smithfield, North Carolina 27577
United States

Delivery Information
Smithfield Police Department
110 S 5th St
Smithfield, NC 27577
United States

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

Contact: David Tyndall
Phone: 9199342121

Contact: David Tyndall
Phone: 9199342121

End Customer: Smithfield Police Department (NC)
Click [here](#) to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00081248	Jun 30, 2026	Net 30	USD	Liam Walsh

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price/Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	1	Jun 08, 2026	Jun 07, 2027	9,250.00	9,250.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Jun 08, 2026	Jun 07, 2027		
3	S-UFD-20-006	Inseyets Pro PA Subscription	1	Jun 08, 2026	Jun 07, 2027		
4	F-KAS-00-001	UFED Dongle Kit	1				
5	F-KAS-05-000	Inseyets Kit	1				
6	S-UFD-04-059	Smart Translator (3 languages translation Promotion)	1	Jun 08, 2026	Jun 07, 2027		
7	U-AIS-05-001	2 Promotional Unlocks for Inseyets	1	Jun 08, 2026	Jun 07, 2027		
8	B-TRN-03-040	In-Person/Virtual CCO+CCPA Inseyets (5 days)	2	Jun 23, 2026	Jun 22, 2027	1,241.28	2,482.56
9	U-TRN-02-118	In-Person/Virtual (CCO) - Cellebrite Certified Operator Inseyets (2 days)	2	Jun 23, 2026	Jun 22, 2027		
10	U-TRN-02-119	In-Person/Virtual (CCPA) - Certified Physical Analyst Inseyets (3 days)	2	Jun 23, 2026	Jun 22, 2027		
11	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	Jun 08, 2026	Jun 07, 2027	310.00	12,400.00

SubTotal	USD 24,132.56
Shipping & Handling	USD 89.99
Sales Tax	USD 1,467.45
Total	USD 25,690.00

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this Quote/Proforma Invoice, or downloading and/or using the products identified in this Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Smithfield Police Department (NC)

Signature: _____

Name (Print): _____

Effective Date: _____/_____/_____

Title: _____

Please sign and email to Liam Walsh at liam.walsh@cellebrite.com

Cellebrite, Inc.

1861 International Drive
Suite 300
McLean VA 22102
United States
Tel: +1 800 942 3415
Fax: +1 201 848 9982
Tax ID #: 22-3770059
DUN #: 033095568

Invoice
Invoice #: INVUS300014
Date: 06/24/2026
Sales Order #SOU5146848
Primary Quote : Q-498703

Bill To
Smithfield Police Department
110 S 5th St
Smithfield North Carolina 27577
United States

David Tyndall
9199342121

Ship To
Smithfield Police Department
110 S 5th St
Smithfield NC 27577
United States

David Tyndall
9199342121
End Customer: Smithfield Police
Department (NC)

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance:
Cellebrite Inc. , PO BOX 23551 New York,
NY, 10087-3551

Fulfillment #ITF257450

PO #	Ship Date	Terms	Freight term	Currency
26-3531 & Signed Quote Q-498703	06/24/2026	Net 30	FCA (NJ)	USD

Item	Quantity	Period Start Date	Period End Date	Unit Price	Ext. Price
S-UFD-20-003 Inseyets Pro UFED Subscription	1	06/24/2026	06/23/2027	4,850.00	4,850.00
S-UFD-20-006 Inseyets Pro PA Subscription	1	06/24/2026	06/23/2027	4,400.00	4,400.00
U-TRN-02-119 In-Person/Virtual (CCPA) - Certified Physical Analyst Inseyets (3 days)	2	06/23/2026	06/22/2027	1,241.28	2,482.56
S-AIS-20-001 Inseyets Online Limited Unlocks subscription	40	06/24/2026	06/23/2027	310.00	12,400.00

Subtotal	\$24,132.56
Shipping and Handling	\$89.99
Tax Total	\$1,467.45
Total	\$25,690.00
Amount Due	\$25,690.00

Item	Serial Numbers
S-UFD-20-003 Inseyets Pro UFED Subscription	
S-UFD-20-006 Inseyets Pro PA Subscription	

Order Creator: Lisa Lang

Cellebrite, Inc.

1861 International Drive
Suite 300
McLean VA 22102
United States
Tel: +1 800 942 3415
Fax: +1 201 848 9982
Tax ID #: 22-3770059
DUN #: 033095568



Cellebrite

Digital intelligence
for a safer world

Invoice

Invoice #: INVUS300014
Date: 06/24/2026
Sales Order #SOU5146848
Primary Quote : Q-498703

Click [here](#) to process with Credit Card payment.

- Freight Terms: FCA (NJ)
 - General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
 - EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
 - Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
 - Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at <http://legal.cellebrite.com/intl/PremiumUS.htm>
 - Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
 - Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
 - SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
 - Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>
- In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment



Request for Town Council Action

Consent
Agenda
Item:
Date:

Duncan-
Parnell, Inc
Plotter
Contract
07/21/2026

Subject: Duncan-Parnell, Inc. Plotter Contract
Department: Planning Department
Presented by: Planning Director – Brent Reck
Presentation: Consent Agenda Item

Issue Statement

The Planning Department is requesting the purchase of a Duncan-Parnell, Inc. digital plotter with installation and setup.

Financial Impact

Total estimated cost for equipment and setup is \$15,161.70.

Action Needed

Council approval of equipment purchase.

Recommendation

Staff recommends approval.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Duncan-Parnell, Inc. Contract



Staff Report

Consent
Agenda
Item:

Duncan-
Parnell, Inc
Plotter
Contract

The Planning Department respectfully requests authorization for the purchase and installation of a new plotter. The old plotter has reached end of life, and is no longer in operation. Staff has found an HP DesignJet XL 3600 Multifunction Printer series plotter for the total estimated purchase price with installation of \$15,161.70. The Planning Department respectfully requests to proceed with this purchase.

Budget Line Item 10-10-4300-5300-3402 (Replacing Planning Plotter \$16,000)

Quote Number: Q-68341
Quote Date: 6/29/2026
Quote Expires: 7/31/2026

Bill To:
Town of Smithfield
350 E Market St
Smithfield, NC 27577-3920

Ship To:
Town of Smithfield
350 E Market St
Smithfield, North Carolina 27577-3920

Prepared By:
Duncan-Parnell, Inc.
201 Glenwood Ave
Raleigh, North Carolina 27603

Requested By: Brent Reck
PH: Cell: 919-244-8123
brent.reck@smithfield-nc.com

Customer P21 Account:
Customer ID: 123040
Ship-To ID: 123040

Sales Rep: Andy Langdon
+1 9196184427
andy.langdon@duncan-parnell.com

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
1	6KD26A#B1K	HP DesignJet XL 3600dr 36-in MFP Printer	1	No	\$14,203.00	\$14,203.00
Usage billed in Categories below covers 20# paper, inks, and printheads Category 1 - \$0.18 / sq ft MONO / CAD Color cost to print less than 12% non-white pixels Category 2 - \$0.32 / sq ft Low Density cost to print 12%-35% non-white pixels Category 3 - \$0.73 / sq ft Hi Density cost to print 35%-100% non-white pixels						
2	WFINSTALL	Wide Format Installation and Setup	1	No	\$750.00	\$750.00
3	DED	Digital Equipment Discount	1	No	-\$750.00	-\$750.00
Trade in allowance						
Pre-Tax Total:						\$14,203.00

Subtotal \$14,203.00
Estimated Tax Amount \$958.70
Grand Total \$15,161.70
Do not pay from quote

Optional OSPS Maintenance Information:

If purchased as opposed to leased, the fixed monthly OSPS maintenance fee covering all parts and labor is: \$130.00

Delivery Instructions:

TERMS AND CONDITIONS:

- Optional Items are not included in Pre-Tax Total
- SALES TAX AND SHIPPING CHARGES ARE ESTIMATED. **DO NOT PAY FROM QUOTE.**
- Includes connectivity to 5 workstations/tablets/laptops. Connectivity to additional workstations will be at a rate of \$75 per workstation/tablet/laptop.

ACCEPTED BY: _____ DATE: _____ PO: _____

We withhold the right to adjust prices of these products if we receive a tariff charge from the Manufacturer before this quotation expires. If you have any questions, please let us know. We are here to help.
Online payment options are available upon receipt of invoice or by making a down payment request.
Avoid a credit card surcharge by making an ACH payment online.
Ask your sales rep today about PayNOW with Duncan-Parnell.



HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market²



IMMEDIATE RESULTS—Fastest first page out²

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.²
- Free up your time with radically simple and fast batch PDF printing using HP Click software.
- Quickly access your personal and group folders from the touchscreen, so you can print and share right away.³
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A NEW STANDARD—Experience extreme reliability

- Built with the most robust design for demanding environments.²
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.⁴
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and color prints at the same price and using up to 10X less energy.²

SECURE—World's most secure large-format printer¹

- Rely on the best network protection with features like HP Secure Boot and whitelisting.¹
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjetxl3600>

Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: <http://www.hp.com/go/learnaboutsupplies>



Andy Langdon • andy.langdon@duncan-parnell.com • 919-618-4427

¹ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

² Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out and up to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under \$17,000 USD in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

³ Using Lightweight Directory Access Protocol (LDAP).

⁴ 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing of operation mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see <http://www.hp.com/go/designjetxlclaims>.

Technical specifications

General

Technology	HP Thermal Inkjet
Applications	Line drawings; Maps; Orthophotos; Presentations; Renderings
Ink types	Dye-based (C, M, Y, K); pigment-based (mK)
Ink cartridges	6 (cyan, magenta, yellow, black, photo black, yellow)
Print heads	1 (C, M, Y, G, mK, pK)
Print resolution	Up to 2400 x 1200 optimized dpi
Minimum line width	0.0008 in (0.02 mm) (HP-GL/2 addressable)
Guaranteed minimum line width	0.07 mm (ISO/IEC 13660:2001(E)) ³
Line accuracy	±0.1% ²
Print speed	
First page out	29 sec; Wake-up time less than 10 sec (no warm-up time)

Media

Media rolls	2
Roll width	11 to 36-in (279 to 914-mm) width, 656-ft (200-m) length, 3-in core (default) or 2-in core (optional)
Roll diameter	7 in (180 mm)
Media thickness	Up to 19.7 mil Up to 0.5 mm
Media types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-way cling, indoor paper, polypropylene, vinyl), banner and sign materials (polypropylene, scrim banner)

Scanner

Description	Sheetfed, CIS (Contact Image Sensor)
Speed	Scan: Up to 3 in/sec (7.62 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi; Copy: Up to 6 in/sec (15.24 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi
Optical resolution	Up to 600 dpi
Scan width	36 x 315 in (914 x 8000 mm) JPEG; 24 x 590.5 in (610 x 15,000 mm) TIFF; 36 x 315 in (914 x 8000 mm) PDF
Original thickness	0.03 in (0.8 mm)
Scan format	JPEG, TIFF, PDF (for PostScript Printer)
Scan destination	USB, shared network folder, printer HDD, email

Embedded controller

Memory	128 GB (file processing) ⁴
Hard drive	Standard, 500 GB (AES-256 encrypted)
Print languages	Standard: PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4; Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Optional: Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7

Connectivity

Interfaces	Gigabit Ethernet (1000Base-T), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)

Dimensions (w x d x h)

Printer	59 x 26 x 52 in (1500 x 660 x 1310 mm)
Shipping	64 x 30 x 50 in (1620 x 770 x 1260 mm)
Weight	
Printer	Single-roll: 340 lb (154 kg), Dual-roll: 375 lb (170 kg)
Shipping	Single-roll: 445 lb (202 kg), Dual-roll: 485 lb (218 kg)

Environmental

Operating temperature	41 to 95°F (5 to 35°C)
Operating humidity	20 to 80% RH

Acoustics

Sound pressure	Printing: 42 dB(A); Ready: 32 dB(A); Sleep: < 19 dB(A)
Sound power	Printing: 5.9 dB(A); Ready: 4.9 dB(A); Sleep: < 3.7 dB(A)

Power

Consumption	< 120 W (printing + scanning); 40 W (ready); < 1.0 W (< 14 W with embedded Digital Front End) (sleep); 0.3 W (off)
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Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A
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Certification

Safety	USA and Canada (CSA certified)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES)
Environmental	ENERGY STAR; WEEE; REACH; EPEAT
Warranty	6KD24A, 6KD26A 90 days; 6KD24H, 6KD26H 3 years

Ordering information

Product

6KD24A	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD24H	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD26A	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF
6KD26H	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF

Accessories

6CC66A	HP SmartTracker USB for HP XL 3000 Printer series
6CC66AAE	HP SmartTracker for HP XL 3000 Printer series
6SE88A	HP SmartStream Print Controller USB for HP XL 3000 Printer series
6SE88AAE	HP SmartStream Print Controller for HP XL 3000 Printer series HP
C0C66C	DesignJet PostScript/PDF Upgrade Kit
C3J69A	HP SmartStream USB Preflight Manager
C3J69AAE	HP SmartStream Preflight Manager

Original HP ink cartridges and maintenance supplies

B3P06A	HP 727 DesignJet Printhead
P2V09A	HP 766 300-ml Cyan DesignJet Ink Cartridge
P2V90A	HP 766 300-ml Magenta DesignJet Ink Cartridge
P2V91A	HP 766 300-ml Yellow DesignJet Ink Cartridge
P2V92A	HP 766 300-ml Matte Black DesignJet Ink Cartridge
P2V93A	HP 766 300-ml Gray DesignJet Ink Cartridge
P2V94A	HP 766 300-ml Photo Black DesignJet Ink Cartridge

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified¹ and EPEAT® registered²
- Free, convenient HP ink cartridge recycling³
- FSC®-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT® registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ Program availability varies. Please check <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

Please recycle large-format printing hardware and printing supplies. Find out how at our website: <http://www.hp.com/ecosolutions>

¹ Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

² ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E HP Matte Film in Best or Normal mode with Original HP inks.

³ Measured on HP Matte Film.

⁴ Based on 8 GB RAM.

⁵ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC™/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC™/29-31-198, see <http://www.pefc.org>. Not all FSC®- or PEFC™-certified products are available in all regions.

⁶ Can be recycled through commonly available recycling programs.

⁷ Applicable for dual-roll printers only.





HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market²



IMMEDIATE RESULTS—Fastest first page out²

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.²
- Free up your time with radically simple and fast batch PDF printing using HP Click software.
- Quickly access your personal and group folders from the touchscreen, so you can print and share right away.³
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A NEW STANDARD—Experience extreme reliability

- Built with the most robust design for demanding environments.²
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.⁴
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and color prints at the same price and using up to 10X less energy.²

SECURE—World's most secure large-format printer¹

- Rely on the best network protection with features like HP Secure Boot and whitelisting.¹
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit <http://www.hp.com/go/designjetxl3600>

Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: <http://www.hp.com/go/learnaboutsupplies>



Andy Langdon • andy.langdon@duncan-parnell.com • 919-618-4427

¹ Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

² Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under \$17,000 USD in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see <http://www.hp.com/go/designjetclaims>.

³ Using Lightweight Directory Access Protocol (LDAP).

⁴ 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing of operation mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see <http://www.hp.com/go/designjetclaims>.

Technical specifications

General

Technology	HP Thermal Inkjet
Applications	Line drawings; Maps; Orthophotos; Presentations; Renderings
Ink types	Dye-based (C, M, Y, K); pigment-based (mk)
Ink cartridges	6 (cyan, magenta, yellow, black, photo black, yellow)
Print resolution	Up to 2400 x 1200 optimized dpi
Minimum line width	0.0008 in (0.02 mm) (HP-GL/2 addressable)
Guaranteed minimum line width	0.07 mm (ISO/IEC 13660:2001 E) ¹
Line accuracy	±0.1% ²
Print speed	
First page out	29 sec; Wake-up time less than 10 sec (no warm-up time)

Media

Media rolls	2
Roll width	11 to 36-in (279 to 914-mm) width, 656-ft (200-m) length, 3-in core (default) or 2-in core (optional)
Roll diameter	7 in (180 mm)
Media thickness	Up to 19.7 mil Up to 0.5 mm
Media types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl), banner and sign materials (polypropylene, scrim banner)

Scanner

Description	Sheetfed, CIS (Contact Image Sensor)
Speed	Scan: Up to 3 in/sec (7.62 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi; Copy: Up to 6 in/sec (15.24 cm/sec) color, 200 dpi, up to 10 in/sec (25.4 cm/sec) grayscale, 200 dpi
Optical resolution	Up to 600 dpi
Scan width	36 x 315 in (914 x 8000 mm) JPEG; 24 x 590.5 in (610 x 15,000 mm) TIFF; 36 x 315 in (914 x 8000 mm) PDF
Original thickness	0.03 in (0.8 mm)
Scan format	JPEG, TIFF, PDF (for PostScript Printer)
Scan destination	USB, shared network folder, printer HDD, email

Embedded controller

Memory	128 GB (file processing) ⁴
Hard drive	Standard, 500 GB (AES-256 encrypted)
Print languages	Standard: PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4; Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Optional: Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7

Connectivity

Interfaces	Gigabit Ethernet (1000Base-T), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, FTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)

Dimensions (w x d x h)

Printer	59 x 26 x 52 in (1500 x 660 x 1310 mm)
Shipping	64 x 30 x 50 in (1620 x 770 x 1260 mm)

Weight

Printer	Single-roll: 340 lb (154 kg); Dual-roll: 375 lb (170 kg)
Shipping	Single-roll: 445 lb (202 kg); Dual-roll: 480 lb (218 kg)

Environmental

Operating temperature	41 to 95°F (5 to 35°C)
Operating humidity	20 to 80% RH
Acoustics	
Sound pressure	Printing: 42 dB(A); Ready: 32 dB(A); Sleep: < 19 dB(A)
Sound power	Printing: 5.9 B(A); Ready: 4.9 B(A); Sleep: < 3.7 B(A)
Power	
Consumption	< 120 W (printing + scanning); 40 W (ready); < 1.0 W (< 14 W with embedded Digital Front End) (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A
Certification	
Safety	USA and Canada (CSA certified)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES)
Environmental	ENERGY STAR; WEEE; REACH; EPEAT
Warranty	6KD24A, 6KD26A 90 days; 6KD24H, 6KD26H 3 years

Ordering information

Product

6KD24A	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD24H	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD26A	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF
6KD26H	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF

Accessories

6CC86A	HP SmartTracker USB for HP XL 3000 Printer series
6CC86AAE	HP SmartTracker for HP XL 3000 Printer series
6SE88A	HP SmartStream Print Controller USB for HP XL 3000 Printer series
6SE88AAE	HP SmartStream Print Controller for HP XL 3000 Printer series HP
C0C56C	DesignJet PostScript/PDF Upgrade Kit
L3J69A	HP SmartStream USB Preflight Manager
L3J69AAE	HP SmartStream Preflight Manager

Original HP ink cartridges and maintenance supplies

B3P06A	HP 727 DesignJet Printhead
P2V89A	HP 766 300-ml Cyan DesignJet Ink Cartridge
P2V90A	HP 766 300-ml Magenta DesignJet Ink Cartridge
P2V91A	HP 766 300-ml Yellow DesignJet Ink Cartridge
P2V92A	HP 766 300-ml Matte Black DesignJet Ink Cartridge
P2V93A	HP 766 300-ml Gray DesignJet Ink Cartridge
P2V94A	HP 766 300-ml Photo Black DesignJet Ink Cartridge

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified¹ and EPEAT® registered²
- Free, convenient HP Ink cartridge recycling³
- FSC®-certified papers⁴, recyclable HP media; some HP media eligible for take-back program⁵

¹ ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.

² EPEAT® registered where applicable. EPEAT registration varies by country. See <http://www.epeat.net> for registration status by country.

³ Program availability varies. Please check <http://www.hp.com/recycle> for details.

⁴ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit <http://www.HPLFMedia.com>.

⁵ Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See <http://www.HPLFMedia.com/hp/ecosolutions> for details.

Please recycle large-format printing hardware and printing supplies. Find out how at our website: <http://www.hp.com/ecosolutions>

¹ Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.

² ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E HP Matte Film in Best or Normal mode with Original HP inks.

³ Measured on HP Matte Film.

⁴ Based on 8 GB RAM.

⁵ BMG trademark license code FSC®-C115319, see <http://www.fsc.org>. HP trademark license code FSC®-C017543, see <http://www.fsc.org>. BMG trademark license code PEFC®/29-31-261, see <http://www.pefc.org>. HP trademark license code PEFC®/29-31-198, see <http://www.pefc.org>. Not all FSC®- or PEFC®-certified products are available in all regions.

⁶ Can be recycled through commonly available recycling programs.

⁷ Applicable for dual-roll printers only.



This agreement is between Duncan-Parnell, Inc. and
Town of Smithfield
 350 E Market St
 Smithfield, North Carolina 27577-3920
 Account # 123040

Equipment:
 S/N:
 Dates:
 Related Quote # Q-68341

Item ID	Item Description
6KD26A#B1K	HP DesignJet XL 3600dr 36-in MFP Printer
Usage billed in Categories below covers 20# paper, inks, and printheads Category 1 - \$0.18 / sq ft MONO / CAD Color cost to print less than 12% non-white pixels Category 2 - \$0.32 / sq ft Low Density cost to print 12%-35% non-white pixels Category 3 - \$0.73 / sq ft Hi Density cost to print 35%-100% non-white pixels	
WFINSTALL	Wide Format Installation and Setup
DED	Digital Equipment Discount
Trade in allowance	

**SUPPLIES & MAINTENANCE AGREEMENT
 for Customer Owned System**

This agreement covers parts and labor required to maintain on your premises the above noted equipment with serial number listed above for a term of 12 months. Usage fee covers: **INKS, PRINthead, and 20# BOND PAPER.**

- TERM:** The term of the agreement shall be 12 months.
- CHARGE:** A base monthly fee of \$130.00, plus appropriate taxes if applicable.
- USAGE CHARGE:** As per Category Pricing noted on the Item Description above.
- Customer agrees not to alter this equipment, attach devices or use any supply item** which, in the judgment of Duncan-Parnell, Inc. may cause an increase in the cost of maintenance to be performed under this agreement.
- RENEWAL:** Renewal will be automatic at current Duncan-Parnell, Inc. OSPS rates.
- POTENTIAL INCREASE IN ADDITIONAL CHARGES:** In the event of consumable cost increases (paper, toner, and parts) the Owner reserves the right to increase the per square foot charge for consumables to the User.
- FIRE AND CASUALTY INSURANCE:** The User agrees to properly insure the equipment described in this contract against fire, theft, acts of God, or other casualty loss, including covering the deductible listed on the casualty policy. Duncan-Parnell's On Site Print Solution Agreement does not cover damage to parts, components, systems, or the labor/analyst services to repair, or reconfigure system damage caused by the above perils.
- LOSS OR INJURY:** The User assumes responsibility for any loss or injury which may result from the installation and use of this equipment on site.
- HOURS OF SERVICE:** Service is provided during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday.
- RIGHT TO INSPECT:** Unless this agreement renews an expiring agreement or it is going into effect at the expiration of a new machine warranty, Duncan-Parnell, Inc. reserves the right to inspect the machine and determine that it is in good operating condition before the agreement can be accepted.
- ACCOUNT TERMS:** Net 30

For Duncan-Parnell, Inc.

For Town of Smithfield

By: _____

By: _____

Date: _____

Date: _____



Request for Town Council Action

Consent Agenda Item:	Soccer Goals Purchase
Date:	07/21/2026

Subject: Purchase of Soccer Goals
Department: Parks and Recreation
Presented by: Parks & Rec. Director - Gary Johnson
Presentation: Consent Agenda Item

Issue Statement:

The Parks and Recreation Department is requesting approval to purchase 3 sets of soccer goals from Anthem Sports in the amount of \$ 8541.91 (before tax).

Financial Impact

Funds are available as approved in the FY 26/27 FY adopted budget in the Capital Line (\$ 10,000.00)

Action Needed

Approval to purchase 3 sets of soccer goals from Anthem Sports in the amount of \$ 8541.91 (before tax).

Recommendation

Approval to purchase 3 sets of soccer goals from Anthem Sports in the amount of \$ 8541.91 (before tax).

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Quotes from:
 - a. Anthem Sports
 - b. Beason Athletics
 - c. BSN Sports



Staff Report

**Consent Soccer
Agenda Goals
Item: Purchase**

The Parks and Recreation Department was allocated \$ 10,000.00 in the FY 26/27 Budget for the purchase of new soccer goals for the youth soccer program. Staff solicited quotes for 1 pair of Kwik Goal Deluxe European Club Goals (6.5 X 18.5), 1 pair of Kwik Goal Deluxe European Club Goals (6.5 X 12) and 1 pair of Kwik Goal Goalanzo Soccer Goal (2.5 X 4).

Quotes were received from the following vendors:

Anthem Sports:	\$ 8,541.91
Beacon Athletics:	\$ 9,904.21
BSN Sports	\$ 9,916.80

The Parks and Recreation Department is requesting approval to purchase the 3 sets of soccer goals from Anthem Sports in the amount of \$ 8541.91.



Anthem Sports, LLC
2 Extrusion Drive

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Quote

Date	Quote #
10/23/25	91145

Quote for:
Smithfield Recreation Accounts Payable 600 M Durwood Stephenson Pkwy Smithfield, NC 27577

Ship To
Smithfield Recreation Ethan Blailock 600 M Durwood Stephenson Pkwy Smithfield, NC 27577 USA 919-934-2148

Ref# / P.O. Number		Terms	Qt.CSR			
Q19953		Net 30	BS			
Anthem Part #	Description		Qty	u/m	Price	Total
A12-547	Kwik Goal 2B3004, Deluxe European Club Goal, 6.5' x 18.5' (b/o 11/14/25)		2	ea	1,963.80	3,927.60T
A12-548	Kwik Goal 2B3003, Deluxe European Club Goal, 6.5' x 12'		2	ea	1,731.10	3,462.20T
A11-225-24	Kwik Goal 2.5'x4' Goalazo Folding Soccer Goal		2	ea	299.95	599.90T
1	Shipping & Handling				552.21	552.21T
	Sales Tax				576.57	576.57
10/30- Thank you for sending the quote over. I needed it so that I could submit a Capital Request for our FY 26-27 budget so the earliest we would be able to make the purchase would be July, if it is approved. Thanks again and I will reach out at the start of our budget year if the request is approved. 7/9/26- Valid for 30 days -bs						

Total \$9,118.48

Quote is valid for 30 days unless otherwise specified.
Our manufacturers are increasing prices regularly.

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days.
Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.

Project Name:

Customer #	Order #	Quote Date	Project Mgr
00-0040767	0395300	07/10/2026	

Sold To:	Ship To:
SMITHFIELD PARKS & REC 600 M DURWOOD STEPHENSON PKWY PO BOX 2344 SMITHFIELD, NC 27577 United States	SMITHFIELD PARKS & REC 600 M DURWOOD STEPHENSON PKWY PO BOX 2344 SMITHFIELD, NC 27577 United States

Customer P.O.	Ship Via	F.O.B.
	FEDEX GROUND	
SalesRep Name	Entered By	Terms
STEVEN SERBIAK	STEVEN SERBIAK	NET 30

Item Code	Description	Qty	Price	Amount
340-445-609	KWIKGOAL,DELUXE EUROPEAN CLUB SOCCER GOAL 6 1/2' H X 18 1/2' W X2' D X 7' BACK 3" ROUND -ENTIRE GOAL POWDERCOATED WHITE MEETS NFHS SPECS KWIKGOAL LIFETIME WARRANTY INCLUDES: 3MM 3 1/2" MESH WHITE NET, 4 SEMI-PERMANENT GRND ANCHORS KWIK LOCK NET CLIPS NET SUPPORT STRAP COMMERCIAL DELIVERY CONTACT: PHONE:	2.00 EACH	2,305.00	4,610.00
340-445-619	KWIKGOAL, DELUXE EUROPEAN CLUB SOCCER GOAL 6 1/2' H X 12' W X2' D X 7' BACK 3" ROUND -ENTIRE GOAL POWDERCOATED WHITE MEETS NFHS SPECS KWIKGOAL LIFETIME WARRANTY INCLUDES: 3MM 3 1/2" MESH WHITE NET, 4 -16" GROUND ANCHOR PEGS KWIK LOCK NET CLIPS NET SUPPORT STRAP COMMERCIAL DELIVERY CONTACT: PHONE:	2.00 EACH	2,035.00	4,070.00
340-445-509	GOALAZO ® SOCCER GOAL (2.5'x4')	2.00 EACH	385.00	770.00
			Net Amount:	\$9,450.00
			Less Discount:	0.00
			Freight:	534.21
			Sales Tax:	\$673.94
			TOTAL:	\$10,658.15

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable,



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Matt Silver Email: MSilver@bsnsports.com | Phone: 214-459-9032

Sold to
1867634
SMITHFIELD PARKS & RECREATION
600 M. Durwood Stephenson Hwy
SMITHFIELD NC 27577
USA

Ship To
1867634
SMITHFIELD PARKS & RECREATION
Ethan Blalock
600 M. Durwood Stephenson Hwy
SMITHFIELD NC 27577
USA

Payer
1867634
SMITHFIELD PARKS & RECREATION
600 M. Durwood Stephenson Hwy
SMITHFIELD NC 27577
USA

Quote

Cart #: 15904140
Purchase Order #: Smithfield - Kwik Goals Q
Cart Name: Smithfield - Socc. Goals
Quote Date: 07/09/2026
Quote Valid-to: 08/06/2026
Payment Terms: NT30
Ship Via:
Ordered By: Ethan Blalock

Item Description	Qty	Unit Price	Total
Euro Club Goal 6.5 x 18.5 Item # - 1291094	1 PR	\$ 4,787.99	\$ 4,787.99
Euro Club Goal 6.5 x 12 Item # - 1291100	1 PR	\$ 4,220.99	\$ 4,220.99
KWIKGOAL GOALAZO 2.5' X 4' Item # - 1474852	1 EA	\$ 346.49	\$ 346.49

Subtotal:	\$9,355.47
Other:	\$0.00
Freight:	\$561.33
Sales Tax:	\$669.38
Order Total:	\$10,586.18
Payment/Credit Applied:	\$0.00
Order Total:	\$10,586.18



Request for Town Council Action

Consent Agenda Item:	Municipal Service District
Date:	07/21/2026

Subject: Municipal Service District
Department: General Government
Presented by: Interim Town Manager – Kimberly Pickett
Presentation: Consent Agenda Item

Issue Statement

The North Carolina General Assembly amended NCGD 160A-536 Municipal Service Districts (MSD). In accordance with NCGS 160A-536 (D1), before the Town can contract with a private entity in the SD, it must gain input from the residents and property owners in the district.

Financial Impact

Approved Budgeted Amount for FY 2026-2027: \$249,110. Future annual amounts dependent upon property taxes received in the downtown special tax district plus any financial support budgeted by the Town.

Action Needed

Approve MSD Contract with requested edits.

Recommendation

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

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Proposed Amended Contract between the Town of Smithfield and the Downtown Smithfield Development Corporation



STAFF REPORT

**Consent Municipal
Agenda Service
Item: District**

In the state budget bill, S. L. 2015 241, the legislature made a few changes to municipal service district (MSD) authority. One of the changes that affect the Town of Smithfield is the ability to contract with a private entity to provide services to the MSD. In accordance with NCGS 164A-536, the public hearing was held on June 16, 2026. The Council directed staff to edit the contract to include a 90-day mutual exit clause, as well as for duration of three years, instead of five. Staff respectfully requests approval of amended contract.

CONTRACT FOR DOWNTOWN MUNICIPAL SERVICE DISTRICT SERVICES

THIS CONTRACT ("Contract") is made as of July 21, 2026, by and among Downtown Smithfield Development Corporation ("DSDC"), a "private agency" as referenced in Article 23 of Chapter 160A, and the Town of Smithfield ("T own").

RECITALS:

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

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

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

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

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

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

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

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

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

a. **Statutory Requirements.**

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

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

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

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

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

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

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

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

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

Economic Vitality

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

b. Organization - Planning and Development

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

c. Promotions

- 1) Market downtown as a destination for living, working, shopping, and entertainment
- 2) Market and promote events and cultural programs downtown
- 3) Advocate on behalf of downtown stakeholders

- 4) Educate the public on downtown opportunities and issues
- 5) Communicate with downtown stakeholders
- 6) Communicate with the public sector
- 7) Support existing events with management services and/or funding support
- 8) Support the production of new events
- 9) Develop strategies to increase the utilization of downtown for cultural programs and events

d. Design

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

TERMS:

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

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

2. **Contract and Length.** DSDC will perform the scope of work defined above from the date of the Contract until the Contract automatically **terminates on June 30, 2029** in accordance with the requirements of the Statute. However, Town or DSDC has the right to terminate the services with one another without cause or justification on 90 days written notice.

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

4. **Annual Program Budget Allocation**

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

5. Performance and Benchmark Goals Acknowledgment:

1. Perception, Communication & Trust

Strategic Goal: Build stronger relationships and communication channels with downtown stakeholders.

Measurement Focus:

Not popularity—engagement, communication, and responsiveness with downtown businesses.

Key Performance Indicators:

Downtown Business Communication

- Conduct annual downtown business survey to measure:
 - o Awareness of DSDC programs and services
 - o Satisfaction with communication efforts
 - o Identified challenges and needs
 - o Opportunities for collaboration

Business Touchpoints

- Track number of direct business communications annually:
 - o Business visits
 - o Meetings
 - o Check-ins
 - o Technical assistance provided

Response & Follow-Up

- Track business concerns identified and actions taken to address challenges.

Success Indicator:

Downtown businesses understand DSDC's role, know available resources, and have clear opportunities for engagement.

2. Business Engagement & Downtown Business Alliance

Strategic Goal: Create a unified downtown business community.

Measurement Focus:

Creating a stronger network of businesses working together.

Key Performance Indicators:

Establish a formal Downtown Business Alliance (DBA)

Measure:

- Number of participating businesses
- Meeting attendance
- Business-led initiatives created
- Collaborative promotions/programming developed

Quarterly Business Visits

- 100% of downtown businesses contacted annually through scheduled visits/check-ins

Business Participation

- Percentage of downtown businesses participating in:
 - o DSDC events

- o DBA initiatives
- o Downtown promotions
- o Training opportunities

Success Indicator:

Businesses move from being individual storefronts to an engaged downtown business community.

3. Foot Traffic & Economic Impact

Strategic Goal: Increase downtown visitation and support economic activity.

Measurement Focus:

The DSDC's responsibility is to bring people into the district. Businesses are responsible for converting visitors into customers.

Key Performance Indicators:

Quarterly Placer.ai Downtown Analytics Reports

Track:

- Downtown visitation trends
- Visitor frequency
- Length of stay
- Peak visitation periods
- Visitor demographics
- Visitor origin locations

Event Impact Measurements

Track:

- Attendance
- Visitor origin
- Length of stay
- Estimated spending impact

Economic Impact Analysis

Measure:

- Changes in downtown spending patterns
- Consumer visitation trends
- Reasons for decreased visitation when applicable

Success Indicator:

Downtown demonstrates increased visibility, visitation, and economic activity.

4. Events & Programming

Strategic Goal: Create experiences that drive visitation and showcase Downtown Smithfield.

Measurement Focus:

Events are economic development tools—not popularity contests.

Key Performance Indicators:

Signature Events Impact

(DSDC-led)

- Attendance
- Visitor origin
- Economic impact
- Business participation
- Social/digital reach

DSDC signature events:

- Ham & Yam Festival
- Celebrate Smithfield
- Wine Walks
- Independence Day
- Oktoberfest
- Christmas programming

Downtown Business Alliance Programming

(DBA-led with DSDC support)

Examples:

- Monthly business-driven events
- Shopping initiatives
- Restaurant promotions
- Downtown experiences

Measure:

- Business participation
- Customer engagement
- Sales impact when available

Success Indicator:

A consistent calendar of experiences that increases downtown visitation and strengthens business activity.

5. Marketing & Promotion

Strategic Goal: Position Downtown Smithfield as a destination.

Measurement Focus:

Marketing downtown—not individual businesses.

Key Performance Indicators:

Destination Marketing Analytics

Measure:

- Website traffic
- Social media reach
- Digital engagement
- Event visibility

Placer.ai Data

Track:

- Increased visitation

- Visitor origins
- Repeat visits
- Event-related traffic increases

Storytelling Impact

Measure:

- Historic storytelling campaigns
- Downtown features
- Media exposure
- Community awareness

Success Indicator:

Downtown becomes recognized as a destination worth visiting, experiencing, and investing in.

6. Business Recruitment & Vacancy Reduction

Strategic Goal: Strengthen economic vitality through strategic business growth.

Measurement Focus:

The DSDC creates opportunities and incentives; private investment decisions remain market-driven.

Key Performance Indicators:

Business Recruitment Efforts

- Qualified prospects contacted
- Property inquiries
- Recruitment meetings

Incentive Programs

Track:

- Number of grants approved
- Total private investment leveraged
- Square footage activated
- New businesses supported

Vacancy Monitoring

Measure:

- Downtown vacancy rate
- Length of vacancy
- Priority redevelopment opportunities

Success Indicator:

Downtown attracts businesses that strengthen the overall district and contribute to long-term economic vitality.

7. Design & Downtown Appearance

Strategic Goal: Protect downtown character while encouraging investment.

Measurement Focus:

Improving the physical environment and enhancing property value.

Key Performance Indicators:

Design Committee Activity

Track:

- Projects reviewed
- Property improvements supported
- Design assistance provided

Downtown Investment

Measure:

- Façade improvements
- Streetscape enhancements
- Public space improvements
- Private investment in properties

Visual Assessment

Annual review of:

- Cleanliness
- Maintenance
- Historic character
- Overall appearance

Success Indicator:

Downtown continues to improve as an attractive, authentic, and investable district.

8. Organization & Community Engagement

Strategic Goal: Build a strong network of partners and volunteers.

Measurement Focus:

Community ownership and collaboration.

Key Performance Indicators:

Partnerships Developed

Track collaboration with:

- Town of Smithfield
- County organizations
- Civic groups
- Schools
- Nonprofits
- Businesses

Volunteer Engagement

Measure:

- Volunteer hours
- Number of volunteers
- Committees supported
- Community participation

Board Effectiveness

Track:

- Attendance
- Training participation
- Strategic involvement

Success Indicator:

Downtown revitalization becomes a community effort, not an organizational effort alone.

9. Fiscal Responsibility & Transparency

Strategic Goal: Ensure responsible stewardship of MSD funds.

Measurement Focus:

Accountability and transparency.

Key Performance Indicators:

Semi-Annual Budget Reviews

Report:

- MSD revenue received
- Program expenditures
- Event investment
- Marketing investment
- Grant investments
- Administrative expenses

Return on Investment Reporting

Measure:

- Funds leveraged
- Grants secured
- Private investment generated
- Economic impact created

Success Indicator:

MSD funds are strategically invested to generate measurable community and economic outcomes.

Overall Success Measure:

A thriving downtown is not measured only by attendance, likes, or opinions. It is measured by:

- More people visiting downtown
- More businesses succeeding
- More private investment occurring
- More community engagement
- Stronger partnerships
- Improved downtown appearance
- Increased economic vitality

The DSDC's role is to create the environment where downtown businesses, residents, and investors can succeed together.

6. Mutual 90-Day Break Clause

Either party may terminate this Agreement at any time, with or without cause by providing at least ninety (90) days prior written notice to the other party. To be legally binding, such notice must be delivered via (i) certified or registered mail (return receipt requested); (ii) a recognized overnight courier service (e.g. FedEx, UPS); or (iii) electronic mail, provided the sender receives a confirmation of receipt or an electronic read receipt. Notice shall be effective upon actual receipt by either party. In the event of such termination, either party shall only be responsible for payment of services rendered and expenses incurred up to the effective date of termination.

7. Miscellaneous:

- a. **Merger and Modification.** This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- b. **Waiver.** No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- c. **Caption and Words.** The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- d. **Binding Effect.** This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- e. **North Carolina Law.** This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.
- f. **Forum Selection.** In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- g. **Limitation of Liability.** No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortious conduct (including negligence) or any other legal theory.
- h. **Two Originals.** This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- i. **Follow Through.** Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.

- j. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- k. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- l. Pre-Audit Certification. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Tracy Stubblefield, Town Finance Director

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

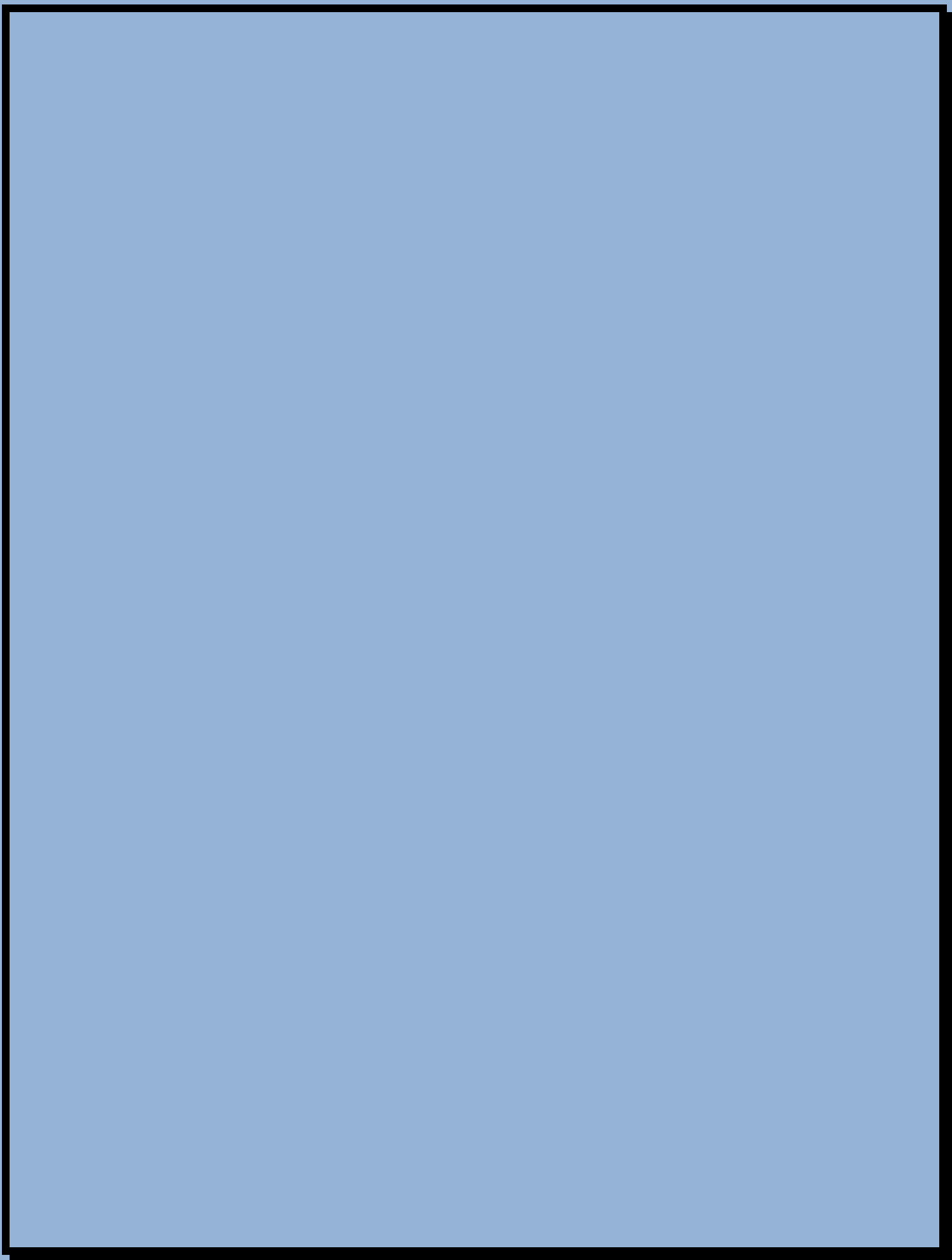
TOWN OF SMITHFIELD:

By: _____
Kimberly Pickett, Interim Town Manager

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

By: _____
Heidi Gilmond, Executive Director

Business Items





Request for Town Council Action

Business **Recreation**
Agenda **Facilities**
Item: **Access,**
Occupancy
and Use
Date: 07/21/2026

Subject: Recreation Facilities Access, Occupancy and Use Ordinance
Department: Parks and Recreation
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Business Item

Issue Statement

The Parks and Recreation Department is requesting adoption of an ordinance for Recreation Facilities Access, Occupancy and Use

Financial Impact

Amount of Bid & Agreement: N/A

Action Needed

The Parks and Recreation Department is requesting adoption of Recreation Facilities Access, Occupancy and Use Ordinance No. 529-2026 for Controlled Access in Town Parks.

Recommendation

Adoption of Recreation Facilities Access, Occupancy and Use Ordinance No. 529-2026.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Recreation Facilities Access, Occupancy and Use Draft Ordinance No. 529-2026



Staff Report

Business Agenda Item:	Recreation Facilities Access, Occupancy and Use
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Over time, the Parks and Recreation Department has experienced challenges with individuals or groups occupying park areas and spaces without actively using them for their intended recreational purposes and more importantly, monopolizing these spaces and amenities and restricting reasonable and equitable public use. While the Town and the Parks and Recreation Department welcome everyone to enjoy these facilities, park spaces must remain accessible and shared. No single person or group should monopolize recreational spaces or remain in access zones in a way that restricts or discourages use by others.

This ordinance establishes regulations concerning access, occupancy and use within Town of Smithfield parks and recreational facilities. The intent is to ensure parks and recreational facilities remain safe, welcoming, and available for their intended recreational purposes while providing clear guidance for enforcement by Parks and Recreation staff and the Smithfield Police Department. **This Ordinance creates a new section to Chapter 12 Article III.**

The Parks and Recreation Advisory Board voted unanimously for the adoption of a policy and/or ordinance to regulate access, occupancy and use within parks, open spaces and recreational facilities.

The Parks and Recreation Department is requesting approval of Ordinance No. 529-2026 regulating recreation facilities access, occupancy and Use.

Town of Smithfield Ordinance No. 529 – 2026

An Ordinance Amending Chapter 12, Parks and Recreation, to Add Sections 12-110-121 Regulating Recreation Facilities Access, Occupancy, and Use

WHEREAS, the Town of Smithfield desires to ensure that all residents and visitors may safely and peacefully enjoy the Town's public parks, greenways, and recreational facilities; and

WHEREAS, the Town Council finds it necessary to discourage and prevent conduct that disrupts park use, presents safety concerns, or deters the public from enjoying park amenities.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Smithfield, North Carolina, as follows:

Section 12-110. Purpose

The purpose of this ordinance is to promote safe, orderly, and equitable public use of Town parks and recreational facilities; ensure reasonable public access to park amenities; protect children and families using public recreational areas; and prevent obstruction, unauthorized occupation, or interference with public park facilities.

This ordinance is intended to regulate conduct and use of amenities and shall not be interpreted to prohibit lawful passive presence or constitutionally protected activity within public parks.

Section 12-111. Authority

This ordinance is adopted pursuant to the authority granted to municipalities under the laws of the State of North Carolina, including the Town's police powers and authority to regulate and maintain public parks and recreational facilities.

Section 12-112. Applicability

This ordinance applies to all parks, greenways, trails, athletic facilities, playgrounds, shelters, buildings, parking areas, restrooms, courts, and recreational amenities owned, operated, or maintained by the Town of Smithfield Parks and Recreation Department.

Section 12-113. Definitions

Amenity

Any Town-owned recreational or support facility including, but not limited to:

1. Athletic courts;
2. Athletic fields;
3. Playgrounds;
4. Restrooms;
5. Shelters and pavilions;
6. Picnic areas;
7. Buildings and facility entrances;
8. Greenway access points;
9. Parking lots; and
10. Other designated recreational facilities.

Access Zone

An area within twenty-five (25) feet of:

1. A public restroom entrance;
2. A playground boundary;
3. A building entrance or exit;
4. An athletic facility entrance; or
5. Other areas designated by the Parks and Recreation Director for public safety or operational purposes.

Continuous Use

Exclusive or primary occupancy or use of an amenity by an individual or group without relinquishing access to others.

Unauthorized Occupation

Remaining within or adjacent to an amenity or access zone in a manner that:

1. Prevents or discourages reasonable public access;
2. Interferes with intended use of the facility;
3. Creates operational or safety concerns; or
4. Unreasonably monopolizes public recreational space.

Section 12-114. Time Limits on Amenity Use

A. General Time Limitation

No person or group shall continuously occupy or exclusively use a Town recreational amenity for more than two (2) consecutive hours unless:

1. Authorized by permit or reservation;
2. Participating in a Town-sponsored program or event;
3. Participating in an officially scheduled league or activity; or
4. Otherwise authorized by the Parks and Recreation Department.

B. Relinquishment of Use

Upon expiration of the authorized use period, individuals or groups shall relinquish the amenity.

C. Reoccupation

No person or group shall intentionally evade the intent of this ordinance by immediately reoccupying the same amenity after expiration of the time limit.

Section 12-115. Access Zones and Facility Interference

A. Obstruction or Interference Prohibited

No person shall occupy, congregate within, remain within, or place personal property within an access zone in a manner that:

1. Obstructs or interferes with reasonable public access;
2. Discourages lawful public use;
3. Interferes with ingress or egress;
4. Prevents orderly turnover of amenities;
5. Creates a safety hazard; or

6. Materially disrupts park operations.

B. Unauthorized Lingering Near Sensitive Facilities

No person shall remain within an access zone longer than reasonably necessary for lawful use of the adjacent facility when such presence:

1. Interferes with public access;
2. Intimidates or harasses users;
3. Creates operational or safety concerns; or
4. Unreasonably discourages public use of the facility.

C. Playground Areas

Adults shall not remain within designated playground areas unless:

1. Supervising or accompanying a child;
2. Participating in a lawful recreational activity;
3. Performing authorized work or maintenance; or
4. Otherwise authorized by the Town.

This subsection shall not apply to lawful passage through the area or passive use of adjacent public spaces.

Section 12-116. Shelter Use and Permit Requirements

A. Shelter Reservation Requirement

Any individual or group using a Town shelter, pavilion, picnic shelter, or similar reservable facility for more than two (2) consecutive hours shall obtain a reservation permit issued by the Town of Smithfield Parks and Recreation Department.

B. Large Group Requirement

Any organized group, gathering, event, or assembly consisting of more than ten (10) persons using a shelter or pavilion area shall require a reservation permit, regardless of duration of use.

C. Unauthorized Occupation

No person or group shall occupy, reserve, or monopolize a shelter or pavilion area without a required permit in a manner that:

1. Prevents reasonable public access;
2. Interferes with reserved use;
3. Exceeds posted occupancy limits; or
4. Disrupts orderly park operations.

D. Administrative Authority

The Parks and Recreation Director may establish:

1. Reservation procedures;
2. Rental fees;
3. Time limits;
4. Occupancy limitations;
5. Cleanup requirements; and
6. Operational rules for shelter facilities.

Section 12-117. Park Hours

All persons shall comply with posted park operating hours.

Presence within parks outside authorized hours may constitute trespassing pursuant to applicable law unless:

1. Authorized by permit;
2. Participating in a Town-sponsored activity;
3. Authorized by Town personnel; or
4. Present for emergency purposes.

Section 12-118. Protected Activity

Nothing in this ordinance shall prohibit:

1. Passive recreational use of parks;
2. Sitting, resting, observing, or spectating;
3. Peaceful assembly;
4. Constitutionally protected expressive activity;
5. Lawful public presence during park operating hours; or
6. Other lawful conduct permitted by Town ordinance or state law.

This ordinance shall be interpreted and enforced in a content-neutral manner.

Section 12-119. Enforcement

Authorized Parks and Recreation personnel and law enforcement officers may enforce this ordinance.

Enforcement measures may include:

1. Verbal warning;
2. Direction to cease prohibited conduct;
3. Direction to relinquish an amenity;
4. Removal from the facility or access zone;
5. Citation under applicable ordinances or state law;
6. Suspension of reservation or facility privileges; or
7. Trespass warning or exclusion in accordance with applicable law.

Section 12-120. Administrative Rules

The Parks and Recreation Director may adopt reasonable administrative rules governing:

1. Court rotation systems;
2. Reservation procedures;
3. Queue management;
4. Peak use scheduling;
5. Access zone markings;
6. Athletic facility operations;
7. Public safety procedures; and
8. Amenity-specific operational requirements.

Such rules shall be publicly posted and uniformly enforced.

Section 12-121. Severability

If any section, subsection, sentence, clause, or provision of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Adopted upon motion by Councilmember _____, seconded by Councilmember _____, and approved by a vote of ___ in favor and ___ opposed.

Adopted this the **21st day of July, 2026.**

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

APPROVED AS TO FORM:

Robert Spence, Jr., Town Attorney