



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 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, June 16, 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
June 16, 2026
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page:

Presentations:

1. Juneteenth Proclamation

(Mayor – M. Andy Moore) See attached information.....1

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).

(Interim Town Manager – Kim Pickett) See attached information.....2

Citizens Comments:

Consent Agenda Items:

1. Approval of Minutes

- a. April 29, 2026 – Recessed Budget Session.....41
- b. May 5, 2026 – Regular Session (including budget discussions)46
- 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.

(Planning Director – Brent Reck) See attached information.....55

- 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.
(Planning Director – Brent Reck) See attached information.....65
- 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.
(Planning Director – Brent Reck) See attached information.....73
- 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.
(Planning Director – Brent Reck) See attached information.....78
- 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.
(Planning Director – Brent Reck) See attached information.....87
- 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.
(Interim Town Manager – Kimberly Pickett) See attached information.....95

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) See attached information.....99
- 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) See attached information.....101

Councilmember’s Comments

Town Manager’s Report

Adjourn

Presentations



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;

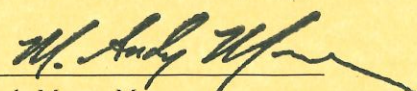
Now, Therefore, I, M. Andy Moore, Mayor of the Town of Smithfield, North Carolina, along with the members of the Town Council do hereby proclaim June 19, 2026, as

JUNETEENTH

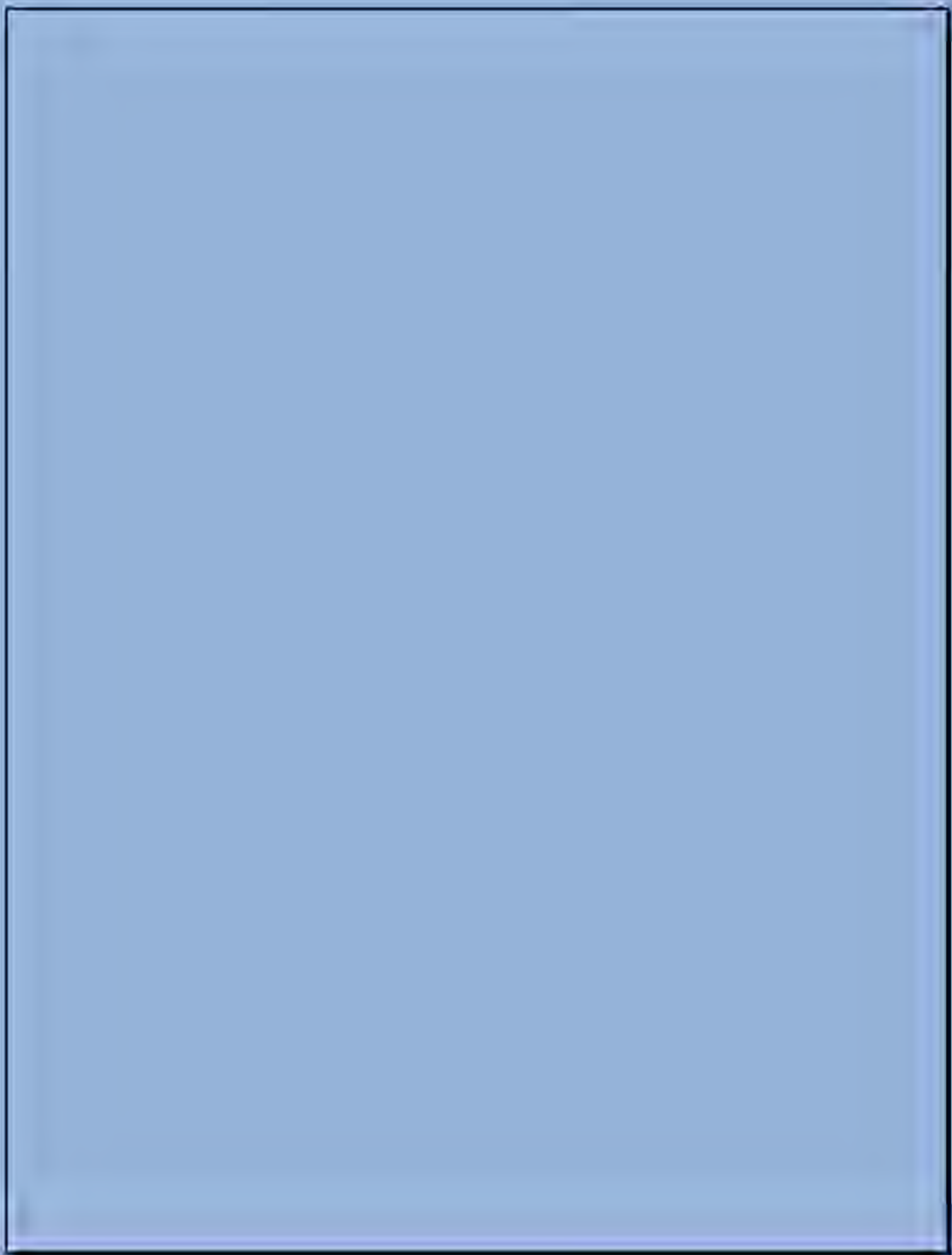
in the Town of Smithfield. We encourage all residents to recognize the significance of this day in African American history and in the history of our nation, and to observe and celebrate Juneteenth through appropriate ceremonies, educational programs, and community activities.

Proclaimed this 16th day of June, 2026.




M. Andy Moore, Mayor
Town of Smithfield, NC

Public Hearings





Request for Town Council Action

Public Hearing: **Municipal Service District**
Date: 06/16/2026

Subject: Municipal Service District
Department: General Government
Presented by: Interim Town Manager – Kimberly Pickett
Presentation: Public Hearing

Issue Statement

The North Carolina General Assembly amended NCGD 160A-536 Municipal Service Districts (MSD). In accordance with NCGS 160A-536 (D1), before the Town can contract with a private entity in the SD, it must gain input from the residents and property owners in the district.

Financial Impact

Approved Budgeted Amount for FY 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

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

Recommendation

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

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. RFP Downtown Smithfield MSD Program Management Services
3. MSD Proposal from the Downtown Smithfield Development Corporation
4. Proposed Contract between the Town of Smithfield and the Downtown Smithfield Development Corporation
5. Legal Advertisement Posting Affidavits



STAFF REPORT

Public
Hearing: Municipal
Service
District

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

1. Solicit input from the residents and property owners as to the needs of the service district.
 - a. This was accomplished in the following manners:
 - i. Posting on the Town’s Social Media Outlets
 - ii. Posting on the Town’s Website
2. Use a bid process to select the private entity that is contracting to provide services or undertake projects in the Municipal Service District.
 - a. Town staff advertised a Request for Proposals in the Johnstonian News on May 20, 2026. The information was also made available on the Town of Smithfield’s website.
 - b. The Downtown Smithfield Development Corporation was the only entity to respond to the RFP***
3. Hold a public hearing before entering into a contract.
 - a. The public hearing will be held June 16, 2026 and was duly advertised in the Johnstonian News on June 3, 2026 and June 10, 2026
4. Require the contracting entity to report annually to the municipality.
 - a. This is addressed in the proposed contract
5. Specify the scope of the services to be provided by the private entity in the contract.
 - a. This is outlined in the contract for Downtown Municipal Service District Services
6. Limit the contract to five years or less
 - a. This is addressed in the proposed contract with renewal date of July 1, 2026. We are requesting a five-year contract

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

Specifications

Downtown Municipal Service District Overview

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

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

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

Scope of Work

Purpose

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

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

Economic Vitality

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

Organization - Planning and Development

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

Promotions

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

Design

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

Role, Scope, and Authority of Contractor

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

Annual Program Budget Allocation

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

Negotiation of Final Scope of Work

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

Submission:

All proposals must be received by Elaine Andrews, Town Clerk, PO Box 761, Smithfield, NC 27577 by 12:00 pm on Thursday, June 4, 2026.

Downtown SMITHFIELD



MUNICIPAL SERVICE DISTRICT
SMITHFIELD, NC

PROPOSAL

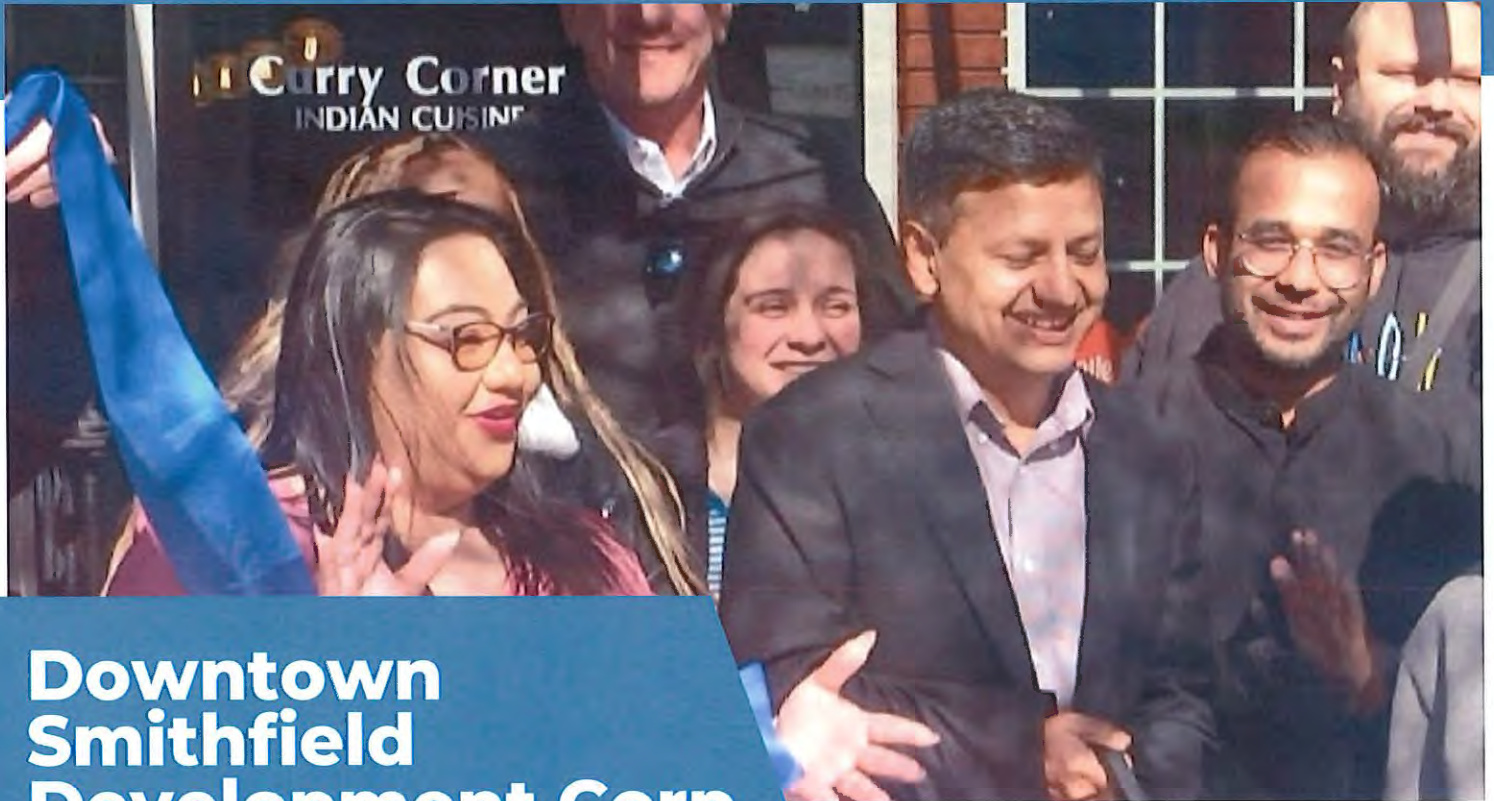
Downtown Smithfield Development
Corporation

200 S Front Street, Smithfield, NC 27577

www.downtownsmithfield.com

919-934-0887

info@downtownsmithfield.com



Downtown Smithfield Development Corp.

The Downtown Smithfield Development Corporation (DSDC) is pleased to submit this proposal to continue its partnership with the Town of Smithfield in the management of the Downtown Municipal Service District (MSD). DSDC is a 501(c)(3) nonprofit organization whose mission is to develop and maintain an economically vital, socially active, and visually attractive downtown for Smithfield's current and future citizens. The organization is staffed by a full-time Executive Director and a full-time Program Assistant and is governed by a fifteen-member Board of Directors representing downtown stakeholders and community leaders.

DSDC serves downtown businesses and property owners, Smithfield residents, and those who come to Smithfield to work, conduct business, shop, dine, and enjoy community events. Funded through MSD and Town of Smithfield appropriations, grants, sponsorships, event revenues, and private donations, DSDC utilizes the Main Street® Four Point Approach® of Organization, Design, Promotion, and Economic Vitality to guide downtown revitalization efforts and strengthen Downtown Smithfield as a destination.

As an accredited Main Street program, DSDC has a proven record of managing events, supporting business recruitment and retention, advancing placemaking projects, promoting historic preservation, and fostering public-private partnerships. Through strategic programming, marketing, economic development initiatives, and stakeholder engagement, DSDC will continue working to increase downtown visitation, support local businesses, encourage investment, and enhance Downtown Smithfield as the cultural, social, and economic heart of the community.



Organizational Capacity & Experience

The Downtown Smithfield Development Corporation (DSDC) is a 501(c)(3) nonprofit organization established in 1986 to lead the revitalization, promotion, and economic development of Downtown Smithfield. That same year, Smithfield became one of North Carolina's original Main Street communities, and DSDC has proudly carried forward the Main Street approach for nearly four decades. Today, the organization remains committed to preserving downtown's historic character while fostering economic growth, investment, and community engagement.

DSDC is governed by a fifteen-member Board of Directors representing downtown stakeholders, business owners, property owners, residents, and community partners. The organization is staffed by a full-time Executive Director and a full-time Program Assistant and operates through volunteer-driven committees focused on Economic Vitality, Design, Promotions and events, and Organization. This structure allows DSDC to effectively leverage public and private resources, engage community stakeholders, and implement projects that support the Town's long-term vision for downtown while ensuring that the organization is following best practices.

Over the past year, DSDC has successfully managed and coordinated a wide range of initiatives designed to strengthen Downtown Smithfield's economic vitality and enhance its role as the community's cultural and social center. Key accomplishments include:

- Managing major downtown events including the 40th Annual Ham & Yam Festival, Oktoberfest, Celebrate Smithfield International Culture Fair, Christmas in Downtown Smithfield, Independence Day Celebration, and other community events.
- Coordinating business recruitment, retention, and expansion efforts to support downtown entrepreneurs and attract new investment.
- Supporting redevelopment projects and facilitating communication between property owners, investors, developers, and public partners.
- Advancing placemaking initiatives, including the completion of Library Corner Park, downtown beautification projects, public art installations, and planning streetscape enhancements working with the NCDOT planned changes to downtown traffic flow and parking.
- Participating in the Smithfield Performing Arts Center Task Force to help activate and redevelop the historic theater as a regional arts and entertainment destination.
- Collaborating with Town staff and elected officials on zoning updates and development policies designed to encourage infill development, adaptive reuse, and expanded economic opportunities within the downtown district.
- Leveraging grants, sponsorships, and partnerships to support downtown programming, marketing, beautification, and business development initiatives.

These accomplishments demonstrate DSDC's proven capacity to manage complex downtown revitalization programs, coordinate large-scale events, administer public funds responsibly, build stakeholder consensus, and successfully implement initiatives that align with both Main Street principles and the Town of Smithfield's economic development objectives.

Economic Vitality

DSDC will:

- Support retention and expansion of existing downtown businesses
- Recruit new businesses aligned with downtown goals (retail, entertainment, food & beverage, and experiential uses)
- Assist in identifying, activating and developing retail-ready spaces
- Collaborate with property owners, brokers, and developers to reduce vacancy and support development
- Support capital improvement initiatives and redevelopment projects
- Coordinate and manage the annual Ham & Yam Festival and related economic impact initiatives
- Assist businesses impacted by infrastructure changes, including DOT projects and parking adjustments

Organization (Planning & Development)

DSDC will:

- Maintain and strengthen its 501(c)(3) governance structure and volunteer committees
- Facilitate collaboration among business owners, property owners, Town staff, and community stakeholders
- Maintain and strengthen collaboration among other organizations such as Triangle East Chamber of Commerce, local merchant associations, and other non-profit groups to bring quality programming and support for downtown initiatives.
- Identify and pursue funding opportunities including grants, sponsorships, and partnerships
- Ensure transparent reporting and accountability of MSD-funded activities
- Serve as a convener for downtown planning initiatives and stakeholder engagement

Promotions

DSDC will:

- Continue to market Downtown Smithfield as a destination for dining, shopping, entertainment, and cultural experiences
- Manage consistent branding, messaging, and communications across platforms
- Promote downtown businesses, events, and programs through digital and traditional media
- Support existing events and develop new programming and events to increase visitation and showcase Downtown Smithfield as a center of culture, great food, art and entertainment.
- Expand storytelling initiatives including social media, newsletters, and podcast development
- Serve as a liaison between downtown stakeholders and the public sector
- Improve communication of downtown opportunities, changes, and initiatives to the public

Design

DSDC will:

- Support streetscape enhancement planning and implementation
- Promote historic preservation and adaptive reuse of downtown structures
- Advance placemaking initiatives including public art, signage, and beautification projects
- Collaborate with the Town on wayfinding, branding, and signage improvements
- Support activation of public spaces to increase foot traffic and community engagement
- Participate in planning efforts for the Smithfield Performing Arts Center and other cultural assets

Event Management & Activation



DSDC will continue to serve as the primary coordinator and manager of Downtown Smithfield's signature events, including the Ham & Yam Festival, Oktoberfest, Celebrate Smithfield International Culture Fair, Fall Wine Walk, Christmas in Downtown Smithfield, Independence Day Celebration, and other community-based programming. These events are designed to increase downtown visitation, generate economic activity for local businesses, showcase local and regional artists, celebrate Smithfield's culture and heritage, and strengthen community pride. Through strategic planning, marketing, sponsorship development, and partnership building, DSDC will continue to create high-quality experiences that attract residents and visitors to Downtown Smithfield throughout the year.

In addition to large-scale community events, DSDC will establish and support a Downtown Business Alliance to help coordinate business-focused promotions and activities that directly increase foot traffic and visibility for downtown merchants. Working collaboratively with business owners and stakeholders, the Alliance will develop events such as Harvest Sip & Stroll, Spring Art & Wine Walk, Holiday Hot Cocoa Crawl, sidewalk sales, restaurant promotions, and seasonal shopping campaigns. Together, these initiatives will create a year-round calendar of experiences that support local businesses, encourage repeat visitation, and strengthen Downtown Smithfield as a destination for shopping, dining, entertainment, and community engagement.

Downtown SMITHFIELD



**THANK
YOU**

The Downtown Smithfield Development Corporation is committed to advancing Downtown Smithfield as a vibrant, welcoming, and economically strong district. Through proven experience, strong partnerships, and alignment with the Main Street® Four Point Approach®, DSDC is prepared to continue delivering high-quality MSD program management services that support the Town's long-term vision for downtown.

We appreciate the opportunity to submit this proposal and look forward to continuing our partnership with the Town of Smithfield.

Downtown Smithfield Development
Corporation

200 S Front Street, Smithfield, NC 27577

www.downtownsmithfield.com

919-934-0887

info@downtownsmithfield.com

APPENDIX

1. About DSDC
2. DSDC Core Values
3. Non-Profit Status
4. Main Street Accreditation
5. DSDC By-laws
6. DSDC Board Member Responsibilities



Downtown SMITHFIELD

Heidi Gilmond, Executive
Director
200 S Front St
Smithfield, NC 27577
919-934-0887
www.downtownsmithfield.com

We are Downtown Smithfield

About Us

The Downtown Smithfield Development Corporation is a non-profit organization whose mission is to develop and maintain an economically vital, socially active and visually attractive downtown for Smithfield's current and future citizens. The organization is staffed by one full-time Executive Director, a part-time assistant, and has a fifteen member board of directors. The DSDC serves downtown businesses and property owners, Smithfield residents, and people who come to Smithfield to work, do business, and for leisure. Funded by MSD and Town of Smithfield contributions, grants, sponsorships and private donations.



Our Mission

The Downtown Smithfield Development Corporation is passionate about revitalizing the heart of our town. Our mission is to foster a vibrant and prosperous downtown that showcases the best of Smithfield's charm, creativity, and community spirit. We are transforming our downtown to be a thriving hub of activity that attracts visitors, supports local businesses, and enriches the lives of our residents.

Our Vision

At the heart of Johnston County on I-95, Downtown Smithfield blends small-town charm with big opportunities. We are the business-friendly economic center of Johnston County, a destination for exceptional food, art, and entertainment, and a hub for outdoor recreation from river to trail.

5 Year Strategy Plan

Downtown Smithfield is committed to strengthening its role as the economic, cultural, and recreational hub of Johnston County. Over the next five years, we will pursue three key strategies to foster growth, vitality, and community pride.

1. Be the Business-Friendly Economic Center of Johnston County

Goal: Support and retain existing businesses while making it easier to start new ones.

Objective: Grow Downtown Smithfield by at least five new businesses by 2029 through supportive policies, streamlined processes, and enhanced business resources.

2. Be a Destination for Great Food, Arts, and Entertainment

Goal: Establish Downtown Smithfield as the premier destination for exceptional dining, vibrant arts, and engaging entertainment.

Objective: Increase arts and entertainment programming by 50% during 2025–2027, while actively supporting new food and beverage businesses to enhance the downtown experience.

3. Be a Hub for Outdoor Recreation

Goal: Utilize Smithfield’s natural assets and expand greenspace within the downtown core.

Objective: Increase visits to Downtown Smithfield for recreational purposes by 2026 through the development of outdoor amenities, riverfront activation, and community-friendly greenspaces.

Design

Downtown Smithfield will strengthen its identity through improved infrastructure, cleanups, and vibrant public spaces. Walkabouts and parking inventories guide enhancements, while quarterly cleanups and pedestrian upgrades boost appeal. Public art, pop-up galleries, and a nature-inspired artwalk add cultural energy. Key projects include a new park at 3rd and Market Streets and ongoing greenway and boat ramp improvements.

Economic Vitality

Downtown Smithfield will grow by identifying market gaps, updating property and business inventories, and analyzing utility costs. Arts, entertainment, and food opportunities will be targeted, including theater restoration and new dining or recreation businesses. Initiatives include attracting outdoor outfitters, paddle boat rentals, and highlighting scenic downtown spots for events and photography, enhancing both economic growth and visitor engagement.

Promotion

Downtown Smithfield will grow by identifying market gaps, updating property and business inventories, and analyzing utility costs. Arts, entertainment, and food opportunities will be targeted, including theater restoration and new dining or recreation businesses. Initiatives include attracting outdoor outfitters, paddle boat rentals, and highlighting scenic downtown spots for events and photography, enhancing both economic growth and visitor engagement.

Organization

Downtown Smithfield will strengthen partnerships with town and county officials, utility providers, museums, arts councils, and Parks & Rec to streamline business processes, support arts and outdoor programming, secure sponsorships, and improve communications. Collaborative events and initiatives will enhance downtown’s cultural, recreational, and economic vitality.



North Carolina
MAIN STREET
Community

Downtown **SMITHFIELD** CORE VALUES



Vision
The ability to identify the possibilities and plan for a vibrant future.



Uniqueness
Setting ourselves apart; it's our people, our culture and our history.



Community
With a common purpose we all work together no matter the challenges.



Communication
Sharing our goals and intentions; being open to receiving ideas and feedback.



Integrity
Doing the right thing even when no one is looking. Being honest and transparent.



Results Oriented
Our plan is to get things done.



NAME OF MAIN STREET PROGRAM Economic Development Implementation Plan - July 1, 2025 - June 30, 2030

Vision/Economic Positioning Statement in 2025:

At the heart of Johnston County on I-95, Downtown Smithfield blends small-town charm with big opportunities. We are the **business-friendly economic center** of Johnston County, a **destination for exceptional food, art, and entertainment**, and a **hub for outdoor recreation** from river to trail.

Mission:

The Downtown Smithfield Development Corporation is passionate about revitalizing the heart of our town. Our mission is to foster a vibrant and prosperous downtown that showcases the best of Smithfield's charm, creativity, and community spirit. We are transforming our downtown to be a thriving hub of activity that attracts visitors, supports local businesses, and enriches the lives of our residents.

Implementation Strategy: Smithfield is a designated NC Main Street community. The Town of Smithfield has charged Downtown Smithfield Development Corporation, with the administration of the Main Street program at the local level. The agency uses the Main Street America™ model of establishing economic development strategies and applying the Main Street Four-Point Approach® to downtown revitalization: Economic Vitality, Design, Promotion, and Organization to implement a plan that achieves measurable results.

sm	ECONOMIC VITALITY	DESIGN	PROMOTION	ORGANIZATION
Economic Development Strategy, Goal & Objective	Measurable Actions:	Measurable Actions:	Measurable Actions:	Measurable Actions:
<i>Business friendly economic center of Johnston County</i>	Action: Using market data, identify gaps and opportunities in the local market. Summer 2026	Action: Conduct a downtown walkabout to identify needs in the physical environment (sidewalks, streetscape features, lighting, etc.) Fall 2025	Action: Organize a shop local media campaign. Fall 2025	Action: Collaborate with Town and county officials to establish a streamlined permitting process "one stop shop" for new businesses in downtown. 2026
<i>Goal: support and retain existing businesses; ease the process for starting new businesses</i>	Action: Research utility data for downtown businesses to understand the peak costs of utilities in town vs outside of downtown. Summer 2026	Action: Create a task force to identify the needs of the downtown for parking and traffic flow to get ahead of the NCDOT plans to take parking off of Market St within the next 5 years. Spring 2026	Action: Create an authentic event that incorporates and includes downtown businesses. Spring 2026	Action: Create a parking task force and have first meeting: Jan 2026
<i>Objective: grow the downtown business community by five businesses by 2029</i>	Action: Update property/business inventory. Annually	Action: Organize a quarterly downtown clean up event. Fall 2025	Action: Engage in a branding campaign for Downtown Smithfield. Spring 2026	Action: Partner with the utility provider to ease peak billing and high deposits. Summer 2026
<i>Destination for great food, Arts and Entertainment</i>	Action: Identify all arts and entertainment related establishments in the district. Summer 2026	Action: Identify and work to improve dedicated pedestrian areas in town, making them more welcoming and appealing. Spring 2026	Action: Partner with Parks and Rec to increase the use of the amphitheater and bring more shows to downtown.	Action: Partner with the Ava Gardner Museum and Johnston County Museum to host programming related to the arts. Fall 2025
<i>Goal: Be identified as the destination for exceptional food, art, and entertainment.</i>	Action: Identify entertainment and food related businesses that could open easily, (i.e. wine bar) and spaces that could house them. Jan 2026	Action: Partner with the library to put a mural on the library wall and add interactive, kid-friendly art at the new library corner park. Spring 2026	Action: Promote performance arts events in downtown. 2025	Action: Seek sponsorships and donations for arts programming. 2026
<i>Objective: Increase arts and entertainment programming by 50% through 2025-2027 and support new business growth in the area of food and beverage</i>	Action: Work with the Smithfield Historic Foundation to help restore the theater and develop programming that could use the space throughout the renovations.	Action: Activate vacant spaces as pop-up art galleries to garner interest in the building and build the foundation of the arts. 2026	Action: Create daily and weekend itineraries for visits to downtown. 2026	Action: Partner with local art council to develop opportunities for local artists. 2026

<p><i>Outdoor Recreation Hub</i></p>	<p>Action: Locate potential photo opportunities in downtown for the use of wedding photos at the courthouse.</p>	<p>Action: Work with developer to create a park at the corner of 3rd St N and Market St (library corner) Fall 2025</p>	<p>Action: Promote available outdoor activities in downtown. 2025</p>	<p>Action: Partner with Parks and Rec to host programming related to outdoor recreational opportunities for their members. Spring 2026</p>
<p><i>Goal: Utilize the natural assets of Smithfield and develop greenspace in downtown.</i></p>	<p>Action: Attract an outdoor outfitters business to downtown. 2026</p>	<p>Action: Add a nature inspired artwalk along the Greenway. Summer 2026</p>	<p>Action: Find an outdoor monument and create a selfie campaign around it. (maybe our hidden pigs) (possibly merch opportunity) 2026</p>	<p>Action: Organize an outdoor related event, such as a 5k to support downtown visitation for outdoor recreation. 2026</p>
<p><i>Objective: increase visits to downtown for recreative purposes by 2026</i></p>	<p>Action: Recruit a paddle boat rental opportunity. 2026</p>	<p>Action: Ensure the boat ramp area is attractive and user friendly for boaters and paddlers. Ongoing</p>	<p>Action: Seek permission, post and promote wedding photos that are taken in downtown. 2026</p>	<p>Action: Create a communications plan to address social media and internet policies, also to allow for improved communications between the town and the DSDC. 2026</p>



Main Street America

and

North Carolina Main Street

certify that

Downtown Smithfield Development Corp

has been recognized as a

2026 Accredited Program

for meeting the standards of performance in 2025

A handwritten signature in black ink, appearing to read "Erin Barnes".

**Erin Barnes
President & CEO
Main Street America**

A handwritten signature in black ink, appearing to read "Matt Wagner".

**Matt Wagner, Ph.D.
Chief Innovation Officer
Main Street America**

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: August 11, 2000

Person to Contact:
Ms. Smith #31-07262
Customer Service Representative

**Downtown Smithfield Development Corporation
P.O. Box 761
Smithfield, NC 27577-0761**

Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
56-1437860

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1985 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Downtown Smithfield Development Corporation
56-1437860

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

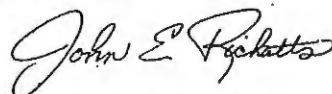
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

BYLAWS OF THE DOWNTOWN SMITHFIELD DEVELOPMENT CORPORATION

Name

Article I – Name

The name of the Corporation is “Downtown Smithfield Development Corporation.”

Principal Office

Article II – Principal Office

The principal office of the Corporation shall be located at such place as the Board of Directors of the Corporation may from time to time designate.

Purposes

Article III - Purpose

The purpose of the Corporation shall be:

- (a) To promote, stimulate and encourage the development of Downtown Smithfield, North Carolina in a manner beneficial to the citizens of Smithfield and Johnston County.
- (b) To undertake activities that will assist in, enable, or expedite the development of Downtown Smithfield.
- (c) To assist in the comprehensive planning of the beneficial development of Downtown Smithfield.
- (d) To undertake activities to attract businesses, investors, developers, and other persons and entities to invest in and take part in the development of Downtown Smithfield.
- (e) To undertake activities to improve and maintain the property values of Downtown Smithfield
- (f) To generally assist the Town of Smithfield and Johnston County and other organizations with purposes similar to or compatible with those of the Corporation.
- (g) To provide assistance following disasters for the purpose of combating community deterioration.

Members

Article IV – Members

The Corporation shall have no members.

Board of Directors

Article V – Board of Directors

The management of the Corporation shall be vested in the Board of Directors. The Board shall determine the number of employees of the Corporation, shall hire and terminate employees, and shall fix the compensation of employees.

Article VI – Number of Directors

The Board of Directors shall consist of fifteen (15) Directors, two of which shall be permanent members.

Article VII – Directors Terms

Directors shall be elected for a term of three years, beginning with five Directors elected in January 2019 and four Directors elected in January 2020 and 2021. Directors will be elected in the month of January. Directors shall be

nominated by the Board of Directors and shall become Directors upon approval by resolution of the Smithfield Town Council. At all times, there shall be at least five (5) Directors that own real property in the Downtown Smithfield Municipal Service District, own a business that leases property within the Downtown Smithfield Municipal Service District, or own an interest in a company that owns real property in the Downtown Smithfield Municipal Service District.

Article VIII – Term Limits

Elected directors may serve a maximum of three consecutive terms for a total of nine years, after which the director must rotate off the Board for at least one year.

Article IX – Vacancies on Board

When a vacancy shall occur on the Board of Directors, the remaining Directors shall nominate and elect a person to fill the vacancy and the nominee shall become a Director upon approval by resolution of the Smithfield Town Council. The Executive Director shall announce the vacancy to the remaining Directors at the next regularly scheduled meeting after being given notice of the same. The Executive Director shall then advertise the vacancy for a period of no less than forty-five (45) days to all property owners in the Downtown Smithfield Municipal Service District, in its newsletter, and through other means of communication and advertisement it deems appropriate. The remaining Directors shall review the applicants at the next meeting following the advertisement period and elect a person to fill the vacancy subject to approval from the Smithfield Town Council. Applications must be submitted at least two weeks prior to the board meeting at which they are scheduled to be reviewed.

Article X – Removal of Directors

A Director may be considered for removal upon three absences in a calendar year and/or upon recommendation of three-fourths (¾) of the Board of Directors.

Article XI – Permanent Board Members

The Mayor of the Town of Smithfield (or his appointee) and the Chairman of the Johnston County Commissioners (or his appointee) shall each be permanent members of the Board of Directors and entitled to all rights and privileges of other directors, including the right to vote and hold office.

Officers

Article XII – Officers

The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors, from among themselves, shall elect the officers.

Article XIII - Term

Each officer shall serve for a term of one year or until his successor is elected and qualifies. Officer elections shall be held at the regular meeting of the Board in January.

Article XIV – President

The President shall, when present, preside at all meetings of the Board. He shall sign, with any other proper officer, deeds, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Article XV – Vice President

The Vice President, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, he shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

Article XVI - Secretary

The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Board. He shall give all notices required by law and by these Bylaws. He shall have general charge of the corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

Article XVII - Treasurer

The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations to be made and filed at the registered or principal office of the Corporation within four months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Meeting of Board of Directors

Article XVIII - Monthly Meetings of Board

The Board of Directors shall meet once each calendar month at a time and place designated by the President of the Corporation. Board meetings shall be held at a central location, but Board members who are not present in person shall have the right to participate by telephone or teleconference.

Article XIX - Special Meetings

A special meeting of the Board of Directors may be called by the President upon five (5) days prior notice or upon call of a majority of the Board of Directors.

Article XX - Quorum

At any meeting of the Board of Directors of the Corporation, a majority of the Directors of the Corporation shall constitute a quorum. A quorum shall be required at a meeting of the Board of Directors for business transacted thereat to constitute action of the Board of Directors. Permanent board members should be counted toward the determination of having a quorum.

Article XXI - Voting

Each Director shall be entitled to one vote on each matter submitted to a vote at a meeting of the Board of Directors. A majority vote of the Directors present at any meeting shall be required for any decision or action of the Board of Directors, in the absence of some different requirements of law or the Articles of Incorporation or Bylaws of this corporation.

When one or more Directors participate in a board meeting via telephone or teleconference, all votes shall be taken by roll call.

A Director who is not present but who has conveyed to a member of the Board via written communication a proxy for a specific issue shall be an eligible voter on that particular item. The proxy must include the name of the Director who will not be present, the name of the Director to whom they give their proxy, the date of the meeting, the signature of the Director who will not be present, and the date that the proxy was executed. The proxy must be submitted to the Chairman and the Executive Director prior to the meeting in which the voter will not be present. The proxy may only apply to the current meeting, and may not be used as a valid vote at any subsequent meetings. Proxy votes shall not be considered eligible on matters pertaining to the budget or during election or removal of Directors or Officers, or any other matters relating to personnel.

Electronic voting may be used for urgent matters between meetings, in each case at the discretion of the Board of Directors. The same quorum requirements apply as in the case of a regular meeting, the number of replies received being the significant number. The President shall inform the Board of Directors promptly of the results of the alternate balloting. Such votes must be ratified at the next meeting.

Article XXII – Robert's Rules of Order

Robert's Rules of Order Newly Revised shall be the rules of order for all meetings, except as may be otherwise provided in these Bylaws.

Committees

Article XXIII – Committees

The President shall appoint, with the advice and consent of the Board of Directors, such committees as may be deemed advisable from time to time. The President shall be an ex-officio member of all committees.

Fiscal Year

Article XXIV – Fiscal Year

Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall end on June 30.

Annual Report

Article XXV – Annual Report

An annual un-audited financial report of the Corporation shall be prepared within seventy-five (75) days after the end of each fiscal year. All Corporate records shall be available for review by the Town of Smithfield or its designated independent auditor.

Bonding

Article XXVI – Bonding

The Board of Directors shall obtain a bond or bonds on the Treasurer or any other officer or employee of the Corporation of such nature and in such amounts as shall be necessary in the opinion of the Board to protect the Corporation from loss.

Indemnity

Article XXVII – Indemnity

The Corporation shall indemnify and hold harmless any director, officer or employee of the Corporation from any loss including reasonable expense incurred in defense of any action or claim resulting to such director, officer or employee as a result of serving in such capacity except to the extent such loss might be occasioned by intentional wrongdoing.

Amendments

Article XXVIII – Amendments

These Bylaws or any portion thereof may be amended, altered, or repealed by the affirmative vote of two-thirds (2/3) of the Board at any regular or special meeting called for such purpose with approval of such amendment by the Smithfield Town Council.

Article XXIX – Staff

The Executive Director shall be the principal Executive Officer of the Corporation, and subject to the control of the Board Directors, shall supervise and control the management of the Corporation in accordance with these Bylaws.

The Executive Director or other appointed staff shall maintain accurate records of the acts and proceeds of all meetings of the Board. He shall give all notices required by law and by these Bylaws. He shall have general charge of the corporate books and records and of the Corporate Seal, and he shall affix the Corporate Seal to any lawfully executed instrument requiring it.

The Accountant of the Downtown Smithfield Development Corporation shall have custody of all funds and securities belonging to the Corporation. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations to be made and filed at the registered or principal office of the Corporation within four months after the end of such fiscal year.

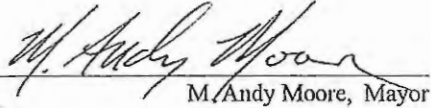
Article XXX – Executive Committee

The Executive Committee shall be made up of the Officers of the Board of Directors and one at-large Director appointed by the President. Except for the power to amend the articles of incorporation and bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the full board.


Article XXXI - Conflict of Interest Policy

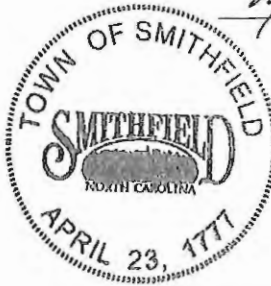
Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall fully disclose the nature of the interest and should not be physically present for discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ADOPTED this the 4th day of April, 2023.


M. Andy Moore, Mayor

ATTEST:


Shannan Parrish, Town Clerk





Conflict of Interest Policy

Employees and board members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Downtown Smithfield Development Corporation (DSDC) wishes its business to operate.

The purpose of these guidelines is to provide general direction so those employees can seek further clarification on issues related to the subject of acceptable standards of operation. An actual or potential conflict of interest occurs when a board member is in a position to influence a decision that may result in a personal gain for themselves, or for a relative as a result of DSDC business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if a board member has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Personal gain may result not only in cases where an employee, board member, or relative has a significant ownership in a firm with which DSDC does business, but also when an employee, board member, or relative receives any kickbacks, bribe, substantial gifts, or special considerations as a result of any transaction of business dealings involving DSDC.

The materials, products, designs, plans, ideas, and data of DSDC are their property of and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice shall be subject to disciplinary action, up to and including discharge.

Board or Staff Member Signature

Date

Downtown Smithfield Development Corporation Board Member Responsibilities Agreement

Board Duties:

- Establish policies and procedures for the organization.
- Follow the organization's bylaws and articles of incorporation and maintain best non-profit 501(c)(3) practices.
- Secure adequate funding through the renewal of local government requests, fundraising activities, and donations.
- Monitor finances.
- Approve, review, and monitor committee work plans and progress.
- Represent DSDC goals and activities in the community.

Individual Board Member's Duties

- Become knowledgeable about the Main Street program, Downtown Smithfield, and Downtown Smithfield Development Corporation.
- Come to board meetings prepared and well informed about items on the agenda.
- Contribute to meetings by expressing your point of view, considering other points of view, and making constructive suggestions.
- Be an ambassador for the DSDC to the public and to other organizations to increase awareness of the DSDC and its activities.
- Keep the Board and Executive Director informed about any concerns the community has.
- Be committed to the mission of the DSDC and the greater vision for the community and the DSDC service area.
- Publicly support the decisions of the board once adopted, even if the board member does not individually agree with the decision.
- Support Downtown Smithfield businesses by welcoming new businesses, attending businesses' events, and buying locally.

Board Attendance:

Any Director who is absent from three (3) properly called meetings without just cause may be removed as a member of the Board of Directors by a vote of three-fourths of the Directors.

Time Commitment:

- Three year term or filling an unexpired term.
- Attend one board meeting per month.
- Attend one committee meeting per month.
- Attend a long-range, strategic goal planning retreat once a year.
- Perform task assignments as required.
- Time as necessary for special events, fundraising, etc.
- Officers attend Executive Committee meetings as required.

Serving on a Committee:

All Board members are expected to serve on one DSDC committee. This allows you, as a Board member, to understand the needs and issues of that committee and the organization as a whole.

Rationale:

Board members set broad policies and goals, and give the executive Director the authority to implement them in the day-to-day management of the organization. Individual members of the board, however, have no authority to act independently of the full board. When so done, it can seriously damage the organization's ability to carry out its mission and the organization's effectiveness in the community.

Board members are also trustees of the DSDC, who approve an annual budget that ensures the organization can meet its financial needs. In addition, board members monitor the overall financial health of the organization by reviewing monthly reports.

As a Board Member, I agree to undertake the responsibilities outlined above. I understand my role and acknowledge the importance of the DSDC in our community. If, for any extended period in my term, time should prohibit me from carrying out my duties as an active Board Member, I shall inform the Board President and asked to be relieved of my position.

Board Member

Date

Board President

Date

CONTRACT FOR DOWNTOWN MUNICIPAL SERVICE DISTRICT SERVICES

THIS CONTRACT (“Contract”) is made as of June 16, 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 (“Town”).

RECITALS:

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

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

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

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

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

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

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

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

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

a. **Statutory Requirements.**

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

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

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

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

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

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

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

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

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

- 1) Support existing businesses
- 2) Recruit new businesses
- 3) Support new development opportunities
- 4) Develop strategies to increase business activity
- 5) Support the planning and implementation of capital projects
- 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 businesses, events, and cultural programs downtown
- 3) Advocate on behalf of downtown stakeholders

- 4) Educate the public on downtown opportunities and issues
- 5) Communicate with downtown stakeholders
- 6) Communicate with the public sector
- 7) Support existing events with management services and/or funding support
- 8) Support the production of new events
- 9) Develop strategies to increase the utilization of downtown for cultural programs and events

d. Design

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

TERMS:

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

1. **Recitals.** The Recitals are incorporated herein by reference.
2. **Contract and Length.** DSDC will perform the scope of work defined above from the date of the Contract until the Contract automatically **terminates on June 30, 2031** in accordance with the requirements of the Statute. However, Town has the right to terminate the services of DSDC without cause or justification on 90 days written notice.
3. **Limits on Role, Scope, and Authority of DSDC.** Under no circumstances may the DSDC commit Town funds outside of the program budget to any businesses or projects. DSDC works in a supportive role with the Town to facilitate connections that may result in economic development agreements. Upon contract termination or contract expiration without renewal, DSDC will return all unallocated tax revenue to the Town to be reinvested within the downtown tax district. DSDC is an Independent Contractor.

4. Annual Program Budget Allocation

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

5. Performance and Benchmark Goals Acknowledgment:

A. Perception & Trust

Baseline

- 53% positive impact rating

- 50% positive communication rating

1-Year Target

- Increase positive impact rating to 65%
- Increase communication rating to 70%
- Ensure 100% annual outreach to downtown businesses

3-Year Target

- Increase positive impact rating to 80%
- Increase communication rating to 85%
- Achieve consistent outreach to downtown businesses at 100% annually

Goal

- Monthly check-in visits with store owners and property owners to ensure needs and concerns are being heard.

B. Business Engagement

Baseline

- 44% feel they have input opportunities

1-Year Target

- Increase to 75% reporting they have input opportunities

3-Year Target

- Increase to 90% feeling represented and included

Goal

- Conduct quarterly business engagement sessions.

C. Foot Traffic & Economic Impact

Baseline

- 56% report little or no impact from DSDC activities

1-Year Target

- Increase to 50% positive impact
- Establish baseline foot traffic metrics

3-Year Target

- Increase to 70% reporting that DSDC programming is driving customers to the stores

Goal

- Develop targeted marketing campaigns
- Align events with business goals
- Restart the Business Alliance

D. Events & Programming

Baseline

- Mixed perception of effectiveness

1-Year Target

- Reduce conflicts with existing businesses
- If possible, align events with business needs

3-Year Target

- Increase to 70% reporting that DSDC programming is driving customers to stores

Goal

- Develop targeted marketing campaigns

- Align events with business goals
- Restart the Business Alliance

E. Marketing & Promotion

Baseline

- 70% of respondents identified marketing as a top priority

1-Year Target

- Develop a coordinated marketing strategy focused on downtown
- Increase engagement across communication platforms
- Ensure inclusion of all businesses

3-Year Target

- Establish a strong regional brand identity
- Increase visitor draw beyond local market
- Achieve consistent growth in event attendance

Goal

- Position Downtown Smithfield as a recognizable and attractive destination location

F. Business Recruitment & Vacancy

Baseline

- Concerns regarding **vacant storefronts** and limited business mix

1-Year Target

- Work with the Town to mitigate vacant buildings
- Recruit at least two new destination businesses

3-Year Target

- Reduce vacancy rates by 40%–60%
- Achieve a balanced mix of retail, dining, and experiential businesses
- Strengthen downtown as a regional destination

Goal

- Strengthen the downtown business mix and reduce vacancy rates.

6. 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 tortuous 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

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:

May. 20, 2026

NOTICE ID: 6AVH9F3NeUvtaXcEznjl

NOTICE NAME: TC RFP by 6/4/26 MSD Ad

Publication Fee: 41.30

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: 06/01/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

**Town of Smithfield
Request for Proposals (RFP) for
Downtown Smithfield MSD
Program Management Services**

The Town of Smithfield, NC is accepting proposals from qualified agencies to partner with the Town to provide enhanced services in the Downtown Smithfield Municipal Service District (MSD). For more information and to obtain RFP information see the Town's website www.smithfield-nc.com, or call Elaine Andrews at 919-934-2116 Ext. 1109. Proposals are due by 12:00 pm on Thursday, June 4, 2026.

Elaine S. Andrews
Town Clerk
The Johnstonian
May 20, 2026

**TOWN OF SMITHFIELD
NOTICE OF PUBLIC HEARING
MUNICIPAL SERVICE DISTRICT**

Notice is hereby given that the Town of Smithfield will hold a Public Hearing during the course of the Town Council Meeting which will begin at 7:00 pm on Tuesday, June 16, 2026 in the Council Chambers of the Town Hall, 350 E. Market Street, Smithfield, NC 27577.

The Public Hearing is being conducted in accordance with NCGS 160A -536 (d1) (3). The statute mandates that the Town hold a public hearing prior to entering into a contract with a non-profit organization for enhanced services in the Downtown Smithfield Municipal Service District (MSD). Requests for proposal (RFP) were advertised on the Town's website and in the Johnstonian newspaper on May 20, 2026 to solicit qualified non-profit agencies to partner with the Town for the needs of the MSD.

In accordance with Title II of the Americans with Disabilities Act (ADA), the Town of Smithfield does not discriminate on the basis of disability in conducting its meetings. Individuals with disabilities who require auxiliary aids or services other than accommodations for effective communication and participation in a meeting may contact the Town Clerk at (919) 934-2116 ext. 1109. Request should be made 72 hours prior to the meeting.

All interested persons are invited to attend or submit written comments or suggestions to Elaine Andrews, Town Clerk; Town of Smithfield; P.O. Box 761; Smithfield, NC 27577 or via email at elaine.andrews@smithfield-nc.com.

The Johnstonian
June 3, 2026

TOWN OF SMITHFIELD

NOTICE OF PUBLIC HEARING

MUNICIPAL SERVICE DISTRICT

Notice is hereby given that the Town of Smithfield will hold a Public Hearing during the course of the Town Council Meeting which will begin at 7:00 pm on Tuesday, June 16, 2026, in the Council Chambers of the Town Hall, 350 E. Market Street, Smithfield, NC 27577.

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All interested persons are invited to attend or submit written comments or suggestions to Elaine Andrews, Town Clerk; Town of Smithfield; P.O. Box 761; Smithfield, NC 27577 or via email at elaine.andrews@smithfield-nc.com.

The Johnstonian
June 10, 2026

Consent Agenda Items

The Smithfield Town Council reconvened their April 21, 2026 meeting on Wednesday, April 29, 2026 at 6:30 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
Gary Johnson, Parks & Rec Director
Pete Hedrick, Police Chief
Brent Reck, Planning Director
Shannan Parrish, HR Director
Jeremy Daughtry, Fire Chief
Ted Credle Public Utilities Director
Lawrence Davis, Public Works Dir.

Also Present:

Administrative Staff Absent:

Town of Smithfield FY 26-27 Budget Discussions – Draft Budget

Interim Town Manager Kim Pickett distributed her proposed draft budget and fee schedule for Fiscal Year 2026-27 to members of the Town Council. Pickett stated key cost drivers applicable across all departments include a state-mandated retirement rate increase for general employees from 14.35% to 15.1%, and for law enforcement officers from 16.1% to 17.1%.

Property and liability insurance increased 6% overall.

A 2% merit increase was applied across all personnel.

Pickett presented the total estimated revenues for Fund 10 (General Fund) at \$24,692,995, representing an overall 1% increase from the current fiscal year. The property tax rate will remain unchanged at \$0.45 per \$100 of assessed value, with a net assessed value of \$2,405,235,742 at a 98% collection rate, yielding \$10,607,090. The Downtown Smithfield Tax District rate will also remain at \$0.16 per \$100, with total collections including motor vehicle taxes of \$249,110. She stated that NCVTS Taxes were at a net assessed value of \$215,549,419, which equals \$950,573 at a 98% collection rate.

Travis Scott and Mayor Andy Moore asked for clarification on the tax collections—whether collection was based on unassigned addresses, and if amounts were consistent with or higher than last year. Pickett stated it was an increase, based on the tax card from February, the increase was 7%.

Interim Manager Kim Pickett listed other Fund 10 Revenues as:

- Local option sales tax: \$4,500,000
- Franchise tax, cable, and excise tax combined (3 different funds within the revenue line item): \$1,189,748
- Beer and wine as well as ABC combined: \$90,000
- JCVB grant (still collecting for the house theater from historic preservation foundation): \$150,000 initially given; \$100,000 still to be collected
- PEG Channel: \$25,000
- Miscellaneous receipts: \$50,000
- PILOT for Housing Authority (property taxes turned in by housing authority): approximately

- \$47,000 (amount fluctuates yearly)
- Proceeds on fixed assets: \$35,000 (estimated based on uncertain amount from asset sales)
- Cell tower rental (three contracts on the water tower): \$76,821
- Electric, water, and sewer tax transferred into the general fund from the enterprise funds: \$155,000 (amount unchanged from last year)

General Government Department:

Pickett presented the General Government budget, stating the total expense was \$803,020, which was an 11% decrease from the current budget. She stated salaries and wages were at \$193,935, covering the Town Manager, Interim Town Manager, Town Clerk, HR Director, Marketing Director, and Administrative Assistant, each allocated at one-third across the General Fund, Water/Sewer, and Electric funds. Council salaries are also included at one-third. Training and education increased by 4%. Supplies and operations were increased from \$12,200 to \$25,000, primarily to fund minor improvements to Town Hall, including painting, estimated at \$10,000. She noted that it may be appropriate to issue an RFQ for a new auditor following completion of the current audit, given the longstanding relationship with the existing firm.

Pickett presented capital requests for Council consideration:

Pickett discussed the proposed implementation of BoardBook, a web-based meeting management platform, at an initial cost of \$4,750 (including three years of document import at \$250/year) and an annual recurring fee of \$4,000. Town Clerk Elaine Andrews described the current process of manually compiling agenda packets via email and PDF. Pickett noted that BoardBook would provide a public-facing portal, electronic agenda distribution, and searchable document archives. iPad purchases for Council members were also proposed as a companion item, with the option for members to use personal devices. There was some discussion among the Council regarding methods, user friendliness and ease of connection for the use of Boardbook.

Pickett stated there was also a new Risk and Safety Manager position that was requested by the HR Director. She asked Shannan Parrish (Human Resources Director) to emphasize the position need—who cited the growing volume and complexity of risk management, workers' compensation, property and liability insurance administration, and OSHA compliance responsibilities across 179 full-time employees. The all-in first-year cost was estimated at \$123,892, with the position to be split one-third across all three funds. An expected market salary of \$78,000–\$85,000 was cited. Parrish stated the position is expected to reduce workers' compensation and liability exposure over time. Both investments reflect the Council's stated priority of improving operational efficiency and institutional accountability. There was discussion regarding the new position also handling CDL licensing assurance for town staff. Lawrence Davis stated that the Town already has someone who handles these services who offers some CDL in-house instruction and local shop instruction at the cost of \$2,500 per person.

Pickett also noted, but did not include in the budget, a citizen-requested GoGov municipal app at \$15,580, which would provide geofenced service request submissions and targeted push notifications. Pickett cited existing outlets the Town utilized for citizen communications including Facebook, and Police Department apps. She also noted that the Town is still doing research on this request. Public Works Director, Lawrence Davis also cited his Maintainx app, which is a QR code connected to his business card for citizen work order requests. Pickett stated the need for departments to reign in for use of one unifying communication tool.

Staff also did not include a requested part-time Digital Media Specialist (approximately 20 hours/week at \$20–\$22/hour), described by Public Information Officer Brian Eaves as needed to extend communications capacity in social media and graphic design.

General Fund Debt Service:

Interim Manager Kim Pickett continued with review of General Fund Debt Services. She stated the total Debt Service budget was presented at \$330,178, a 12% decrease from the current year, due primarily to

the payoff of the fire truck loan following an insurance settlement. Active obligations include the ladder truck (\$75,697 maturing October 2040), the police department expansion (\$61,520 maturing January 2036), the knuckle boom (\$35,550 maturing December 2027), and the Smithfield Crossing (\$157,411 maturing January 2044).

Pickett disclosed that loan proceeds of \$420,000 had been budgeted in Fiscal Year 2026 for the purchase of a knuckle boom truck (\$209,611) and a street sweeper (\$289,500), but that the previous Finance Director had paid for both vehicles outright from departmental capital accounts without securing the required loan or Local Government Commission (LGC) approval. Both vehicles were received in July and December 2025, respectively. Pickett explained that the failure to secure \$420,000 in loan proceeds as budgeted in FY2026 created a revenue shortfall in the current fiscal year. Because the vehicles were paid from existing capital balances rather than loan proceeds, no debt payment obligation will arise for these specific assets, which is a favorable long-term outcome. After some discussion, the mayor questioned the need to take a loan—given the item has been paid for. Pickett iterated what the proper procedure should be: obtaining competitive loan proposals, presenting them to Council for approval, and receiving LGC authorization prior to purchase. Staff was directed by Council to remove the loan proceeds from the FY2027 budget, as the vehicles are already paid for, and to move forward without pursuing reimbursement financing. Finance Director Tracy Stubblefield noted that requisition and purchase order controls have since been tightened to ensure funding verification prior to purchase approvals. Pickett stated that departments are continuing to identify and find areas for cuts as the budget process moves forward.

Finance Department:

Interim Town Manager Pickett stated that the Finance Department budget was presented at \$213,063, a 24% increase from the prior year. Two capital items were presented, each to be split one-third across the General Fund, Water/Sewer, and Electric funds.

The first item is the addition of Tyler Technologies Payroll/Time & Attendance software, at a total implementation and first-year cost of \$49,686 (General Fund share: \$16,652), with an annual recurring cost of approximately \$26,000. Pickett stated the second item is Tyler AP Automation, at a total cost of \$11,454 (General Fund share: \$3,818), which would transition the majority of vendor payments from paper checks to ACH electronic payments.

Finance Director Stubblefield described the current payroll system as highly manual, with paper time cards submitted by employees, transcribed to spreadsheets by supervisors, and re-entered by the payroll specialist—consuming approximately two full weeks per month of staff time. The new module, fully integrated with the Town's existing Tyler ERP system, would provide electronic timekeeping with geofencing capability, multi-layer electronic approvals, automated PTO accrual tracking, and a full audit trail. All employees would be required to use the system. Stubblefield added that the new software would also help streamline year-end W2 processes. Staff discussed the integration process—for which the Town would utilize a project manager from Tyler, and make sure all the Town's payroll processing rules are built in. The new software would also offer layers of approvals for paid time off requests, and ease of access logins for auditors to obtain records at fiscal year-end.

Councilman Travis Scott asked staff to ensure that each department had adequate buy-in for user appropriateness of payroll software, as related to shift work and the like. Later in the meeting, Stubblefield confirmed that staff did have meetings with department heads, and that staff is excited about new software, noting its flexibility, as each department is a little different. Councilman Scott also stated that as he understood it, a NEOGOV software, purchased the prior year, was thought to have payroll tools with it. HR Director Shannan Parrish stated NEOGOV has proven to not be user-friendly, and what the Town was sold, versus what it received with regards to NEOGOV's capabilities for onboarding and performance evaluations has not been helpful. Parrish stated she has had to build the system herself using a template. She did note that the software was good for recruitment.

Councilman Travis Scott asked how the new electronic payroll/timekeeping system would work for both non-exempt and exempt employees, raising concerns about employees clocking in on their phones and the

potential legal issues if exempt employees are required to track hours like hourly staff. Interim Town Manager Kim Pickett explained that non-exempt employees would use the system to clock in and out, while exempt employees (such as department heads) would not record daily hours but would use the system only to note vacation and sick time so absences are documented, with the expectation that exempt staff still meet their 40-hour workweek. Mayor Moore noted that having exempt employees' clock in and out could jeopardize their exempt status and open the Town to overtime liability. The consensus was that the new payroll system should track hours for non-exempt employees, while exempt employees should use it only to record leave, to stay in line with wage and hour rules.

Pickett stated the Tyler platform would replace NEOGOV for onboarding and performance evaluation functions when that contract expires, as staff noted that Tyler has equivalent capabilities already included.

Finance Director Tracy Stubblefield explained that AP automation would move the Town from mailing paper checks to primarily electronic (ACH) payments through the existing Tyler system, reducing postage and check stock costs, minimizing lost-check issues, and shifting much of the fraud-prevention and NACHA-compliance burden to Tyler. She noted that invoices could be scanned and auto-read by the software, with staff only reviewing and approving entries, thereby streamlining workflows, reducing errors, and keeping all payment activity fully integrated within the Town's financial system. She confirmed that vendor preferences for paper checks would still be accommodated.

There was some discussion about the feasibility of weekly/biweekly and monthly payroll deposits, with staff noting more frequent payments would cause more work for staff for payroll compliance reporting, and it was stated that most employees are satisfied with biweekly payrolls.

Information Technology:

The IT budget was presented at \$229,682, a 22% increase, reflecting a deliberate effort to consolidate technology costs previously scattered across individual department budgets into a centralized IT budget. Key initiatives include a Town-wide transition from desktop computers to laptops with docking stations where operationally feasible, elimination of redundant personal office printers in favor of shared copiers, and the implementation of access controls on color printing. IT staff (Geuel Hernandez) noted that 13 replacement laptops are needed for the Police Department due to devices over six years old, and that Fire requires one laptop, three office desktops, and tablet upgrades. Finance requires three laptops and a docking station. Pickett stated that the Planning Department requires a new plotter, and it was noted that the existing unit reached end-of-life in 2022 and cannot be repaired or supplied with replacement parts.

Mayor Andy Moore asked if there was a standard laptop, or could staff buy whichever one they wanted. Pickett stated town laptops are standard issued under a state contract.

Pickett noted a significant change to the service contract line item, revised from \$27,000 to \$61,846—a 60% increase in that line—partially reflecting the consolidation of previously distributed IT costs. The Town's contract with VC3 for managed IT support services, currently valued at \$126,400 annually, expires in June 2027. Staff indicated they do not intend to renew the contract and plan to recruit a full-time, on-site IT Director to replace the managed services arrangement. Internet service is provided by Intelliplex at \$21,792. The Webex/Benchmark telephone system license is \$21,641. Staff reported that a dedicated fiber line, separate from the County's infrastructure, has been installed and that Internet reliability has improved. Finance Director Stubblefield noted that Internet outage logs are now being maintained to pursue service credits under the Intelliplex contract for outages of 30 minutes or more.

Planning Department:

Interim Manager Pickett presented the Planning Department budget. She stated the total Planning expense budgeted was \$650,293, a 27% increase from the prior year. Revenues in this department include sign permits, zoning permits, special use fees, and site plan fees. Capital items include one-half of the local match for the Venture Drive sidewalk project at \$152,538, to be re-budgeted in the following year upon project completion. The second capital item is the implementation of iWorQ, a new permitting and code

enforcement software platform, at a first-year cost of \$20,000 and an annual recurring fee of \$12,000, under a three-year contract term. Pickett also stated that staff also recommended the promotion of Planner Micah Woodard to the title of Senior Planner, which has been incorporated into the salary line and requires no additional appropriation beyond what is already reflected in the budget.

Planning Director Brent Reck also described iWorQ as more revenue-focused than the current platform, designed to capture fees for minor permits and tenant changes that currently are untracked. He added that the new software is more focused on accurately calculating and capturing fees. The new system is described as more revenue-driven, allowing closer tracking of plans and permits, particularly for high-volume, lower-fee items such as tenant changes and minor plans, so the Town has a tighter grasp on fees and reduces the chance of smaller charges (e.g., \$25–\$100) “falling through the cracks.”

Pickett noted that the iWorQ suite will be for Planning, Fire inspection, as well as for Code Enforcement—where each model (though purchase separately), will integrate with one another, allowing view of active cases in real time. She noted that County GIS information will be fully integrated in the software also.

Adjourn:

The Council agreed to adjourn, and to address the remaining departments in the budget at the subsequent regular Town Council meeting on Tuesday, May 5, 2026. Pickett stated that a corrected version of the budget spreadsheet, reflecting same-day revisions identified by department heads, was to be distributed to Council members by staff the following day, and delivered in workbooks at the next Town Council meeting.

Councilman Travis Scott made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 8:16 pm. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

The Smithfield Town Council met on Tuesday, May 5, 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
Stephen Rabil, At-Large
John Dunn, At-Large
Roger Wood, At-Large

Council Members Absent:

Doris L. Wallace, District 4
Travis Scott, District 3

Administrative Staff Present

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

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 Councilman Travis Scott followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

PRESENTATIONS:

1. Oath of Office – Administering Oath of Office to Three Newly Promoted Police Officers

Mayor Moore administered the Oath of Office to three newly promoted officers of the Smithfield Police Department. Two police officers were recently promoted to captains, and one new officer recently promoted to lieutenant. The mayor congratulated the officers and thanked them for their assistance at the recent Ham and Yam festival event as well as for their overall service.

2. Proclamation – Declaring May 3-9, 2026 as Municipal Clerk’s Week

Mayor Moore read the proclamation declaring the week of May 3rd through May 9th, 2026 as Professional Municipal Clerk's Week in the Town of Smithfield. The proclamation recognized the office of the professional municipal clerk as the oldest among public servants and acknowledged the vital role clerks serve as the professional link between citizens, local governing bodies, and other agencies of government. Mayor Moore extended personal appreciation to Town Clerk Elaine Andrews for her professionalism, dedication, and positive attitude in service to the Council and the community.

Town of Smithfield
Proclamation
PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3 - 9, 2026

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, M. Andy Moore, Mayor of Smithfield, NC, do hereby recognize the week of May 3 through 9, 2026, as

Professional Municipal Clerks Week

and further extend appreciation to our Professional Municipal Clerk, Elaine Andrews and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 5th day of May, 2026

3. Proclamation – Declaring May 17-23, 2026 as Public Works Week

Mayor Moore read the proclamation declaring the week of May 17th through May 23rd, 2026, as National Public Works Week in the Town of Smithfield. The proclamation noted that 2026 marks the 66th Annual National Public Works Week sponsored by the American Public Works Association and recognized public works professionals for their contributions to the health, safety, and quality of life of Smithfield residents. Mayor Moore specifically praised Public Works staff for their performance during the recent town festival, noting they were observed working throughout the day in the rain to maintain cleanliness and safety. Mayor Moore asked that Public Works representative, Lawrence Davis, to receive the Proclamation and to extend the Council's appreciation to the entire department.

**TOWN OF SMITHFIELD
PROCLAMATION
PUBLIC WORKS RECOGNITION WEEK MAY 17-23, 2026
“Rooted in Service, Powered by Community”**

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Smithfield; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are responsible for improving our streets, enhancing the appearance of the Town, maintaining the Town's fleet, and maintaining the solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in the Town of Smithfield to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association,

NOW THEREFORE, I, M. Andy Moore, Mayor of Smithfield, along with the members of the Smithfield Town Council, do hereby proclaim the week of May 17- 23, 2026, as

National Public Works Week

I urge all citizens pay tribute to our public works employees and to recognize the substantial contributions they make to protecting our health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this 5th day of May in the year of our Lord Two Thousand Twenty-Six.

4. Proclamation – Declaring May 11-17, 2026 as National Police Week

Mayor Andy Moore read the proclamation recognizing May 11-17, 2026 as National Police Week. He thanked Police Chief Pete Hedrick and staff for their service to the community, noting the Town has one of the best Police forces in Johnston County, and in the state. Mayor Moore noted the Town's police department is CALEA certified, and it shows through the professionalism of our officers.

**PROCLAMATION
National Police Week
Town of Smithfield, North Carolina**

WHEREAS, each May, our nation comes together to honor the courage, sacrifice, and dedication of law enforcement officers; and

WHEREAS, National Police Week was established in 1962 by presidential proclamation of President John F. Kennedy, and includes Peace Officers Memorial Day on May 15th; and

WHEREAS, National Police Week serves as a time to recognize and remember those law enforcement officers who have given their lives in the line of duty, as well as to honor those who continue to serve and protect our communities with unwavering dedication and courage; and

WHEREAS, National Police Week observances are held across the country, with national events centered in Washington, D.C., including the Candlelight Vigil, the National Survivors Conference, and the National Peace Officers Memorial Service held at the United States Capitol; and

WHEREAS, National Police Week is both a time of solemn remembrance and a celebration of the men and women who serve with integrity and bravery each day, reminding us that behind every badge is a story of service, sacrifice, and family; and

WHEREAS, the Town of Smithfield recognizes and deeply appreciates the commitment, professionalism, and sacrifice of its law enforcement officers, who work tirelessly to ensure the safety and well-being of all residents;

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield, North Carolina, do hereby proclaim the week of **May 11-17, 2026**, as

“National Police Week”

in the Town of Smithfield, and urge all citizens to join in honoring the service and sacrifice of law enforcement officers, past and present, and to show appreciation for those who continue to protect and serve our community.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of May, 2026.

PUBLIC HEARINGS: None

CITIZENS' COMMENTS:

- Elizabeth Temple of Chestnut Dr., Smithfield, and Historic Preservation Committee member addressed the Council. She emphasized the historic significance of Smithfield's role in the Battle of Bentonville and the Confederate soldiers buried near town, noting the heavy casualties and urging the town to do more to recognize and preserve its Civil War history. She referenced battlefield tours, historical booklets, commemorative items she has donated, and expressed a preference for historically accurate Confederate flags and for reserving historic cemetery space for ancestors of Confederate soldiers.

CONSENT AGENDA ITEMS:

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

1. Approval of Minutes

- a. March 17, 2026 – Regular Session
- b. March 17, 2026 – Closed Session
- c. April 7, 2026 – Regular Session
- d. April 7, 2026 – Closed Session

- 2. **Special Event – Bulldog Harley-Davidson Waffles and Wins – May 9, 2026:**
This event will be held at 1043 Outlet Center Drive from 11:00 am to 4:00 pm. A food truck will be on site selling food and two free beers will be given away to customers age 21 and older.
- 3. **Special Event – Bulldog Harley-Davidson Spice Up Your Ride – May 16, 2026:**
This event will be held at 1043 Outlet Center Drive from 11:00 am to 4:00 pm. A food truck will be on site selling food and two free beers will be given away to customers age 21 and older.
- 4. **Special Event – Bulldog Harley-Davidson Indoor Poker Run – May 23, 2026:**
This event will be held at 1043 Outlet Center Drive from 11:00 am to 4:00 pm. A food truck will be on site selling food and two free beers will be given away to customers age 21 and older.
- 5. **Special Event – Bulldog Harley-Davidson Bike Night – May 28, 2026:** This event will be held at 1043 Outlet Center Drive from 5:00 pm to 8:00 pm. A food truck will be on site selling food and two free beers will be given away to customers age 21 and older.
- 6. **Special Event – Bulldog Harley-Davidson Unchained Rally – May 30, 2026:**
This event will be held at 1043 Outlet Center Drive from 10:00 am to 9:00 pm. A live band will perform. Food trucks will be on site selling food and alcohol will be available for purchase for customers age 21 and older.
(Planning Director – Brent Reck) See attached information
- 7. **Special Event – Michael’s Amusements, Inc. Spring Carnival (Carolina Premium Outlets) May 14-24, 2026:** This event will be held at 1025 Outlet Center Drive during the hours of 5:00 pm to 11:00 pm on weekdays and from 1:00 pm to 11:00 pm on weekends. Over 100 people are expected to attend and food will be sold.
- 8. **Consideration and request for approval of a Career Ladder Promotion of one Employee from Water Plant Operator Trainee to Water Plant Operator I:** In keeping with stated Town goals of retaining highly qualified employees, staff respectfully requests approval of a career ladder promotion for a Water Plant employee.
- 9. **Consideration and request for approval of a Career Ladder Promotion of one Employee from Police Officer II to Master Police Officer**
- 10. **Consideration and request for approval of Resolution No. 805 to Adopt a Local Water Supply Plan in accordance with NC G.S. 143-355 (f):** This official plan has been created, submitted and accepted by NCDEQ. Official acceptance will be finalized once the Town Council adopts Resolution 805, updating the Town’s Local Water Supply Plan.
- 11. **Consideration and request to enter into an agreement with Lane’s Landscaping for a Grounds Maintenance Contract in the amount of \$55,985.00, annually**
- 12. **New Hire Report**

Business Items: None

COUNCILMEMBER COMMENTS:

- There were no councilmember comments made at this meeting.

TOWN MANAGER’S REPORT:

Interim Town Manager Kimberly Pickett stated the following:

- Pickett stated she has heard from auditors: financials will be done by end of this week. The auditors feel confident they can present it to the Town Council on May 19th. She noted this is a huge win for staff.
- Reminded the Council of the employee picnic: May 22, Community Park, starting at 12:00 p.m. Town Hall will be closed ~11:30 a.m.–2:30 p.m., then business resumes.
- Noted this week was National Drinking Water Week
- The next River Jam concert will be May 15th – Jim Quick and the Coastline Band

- Pickett then gave an overall report for the Ham and Yam Festival event by DSDC director, Heidi Gilmond. In summary, she noted that despite steady rain and unseasonably cool temperatures, the Ham and Yam Festival drew an encouraging crowd, with over 200 of 256 registered vendors participating and most providing positive feedback on the event’s planning, communication, and expanded attractions, which included a car show, pig races, multiple music stages, and a free Sister Hazel concert with meet-and-greet. Supported by 11 months of planning and 448 volunteer hours—plus over \$72,000 in sponsorships to help keep the event free—the festival maintained safe foot traffic throughout the day, saw stronger attendance in the afternoon, and was widely viewed by vendors and attendees as successful despite the weather. Organizers will review official foot-traffic data and hold a post-event meeting on May 22 to evaluate outcomes, refine improvements, and begin planning for the 2027 festival. Kim Pickett thanked the DSDC and staff for doing a great job.

Mayor Moore echoed Pickett’s comments, stating the Ham and Yam festival is a great traditional Town event. This year’s event was well run, and a nice job.

Mayor Moore added that he was glad to hear that the Town’s auditors will be making their presentation on May 19, 2026. He acknowledged that the town is behind on submitting its audit due to staff turnover and noted they received a standard warning letter from the LGC. He thanked staff for bringing in and supporting the auditors and emphasized how important this work is—especially with a new finance director—while expressing appreciation to everyone for making the audit a priority.

Closed Session: Pursuant to NC G.S. 143.318.11 (a)(3)

Councilman John Dunn made a motion, seconded by Councilman Roger Wood to go into closed session, pursuant to NC G.S. 143.318.11 (a)(3) at approximately 7:39 pm. Unanimously approved.

Councilman Gettys Cohen, Jr. made a motion, seconded by Councilman John Dunn to reconvene in open session at approximately 8:30 pm. Unanimously approved.

Upon reconvening into open session, the Town Council continued FY 2026-27 budget discussions.

FY 2026-2027 Budget Discussions:

Interim Manager Kim Pickett continued FY 26-27 Budget discussions. She reported that since the last budget discussion, there have been several adjustments resulting in an overall 1% decrease in the proposed General Fund budget rather than the previously projected 1% increase. The total General

Fund is now \$24,298,099, reflecting this 1% reduction from the prior year, while the property tax rate remains at \$0.45 per \$100 of valuation and the Downtown Municipal Service District tax rate remains at \$0.16.

Police Department

Interim Town Manager Kimberly Pickett presented the proposed FY 2026–2027 Police Department budget, noting a total departmental expenditure of \$7,160,588, representing a 13 percent increase from the prior fiscal year. The presentation was supported by a slideshow distributed to Council members.

Pickett stated that anticipated revenues including a \$3,000 JAG grant, an estimated \$72,896 GHSP grant, \$740,000 from the Johnston County SRO contract, and about \$3,000 in parking fees.

Pickett then outlined funded capital items for FY 26, including:

- Celbrite phone-forensics software (approx. \$15,000)
- Patrol shields (approx. \$14,400)
- Four radars (approx. \$12,000)
- GPS trackers (approx. \$1,440)
- Portable radios and batteries (approx. \$14,000)
- Two patrol vehicles (approx. \$140,000 total)
- SRT (Special Response Team) training and equipment (approx. \$50,000)
- Two Patrol officers full-in (\$347,600)

Pickett then noted unfunded requests: two additional vehicles (approx. \$140,000), a generator for the building (approx. \$150,000), and several new positions (an additional GHSP patrol officer (\$173,800), a police analyst (\$85,013), a public safety aide (\$113,045), and a special victim's detective (\$173,800).

When asked by Mayor Pro Tem Sloan Stevens, Chief Pete Hedrick explained the purpose of Celbrite for downloading phones under court authority, the patrol shields for rifle-level protection in patrol cars, and the SRT request as the initial step toward a limited SWAT-type capability so officers can better respond to high-risk incidents before external teams arrive. Hedrick further stated that SRT funding also covers overtime for specialized training.

Councilman John Dunn questioned whether the \$347,600 for personnel included supplies, equipment and vehicles. Both Hedrick and Pickett stated this did not include vehicles. Chief Hedrick further explained that with a fleet of about 50 police vehicles, industry practice is to maintain roughly 5% as spares, meaning at least five backup units, including one specially equipped for K-9 and one for the Detective Division, which the department currently has. He noted that as new officers are added, additional vehicles will be required, and that in recent years the department has stretched its fleet by purchasing used vehicles, effectively extending some cars to about three extra years beyond the typical five-year service life. He cautioned that this approach “kicks the can down the road,” as the 2018 and 2019 models are aging, but stated he believes the department can manage with two new cars this year, though it will be tight, and that a larger round of replacements will eventually be unavoidable.

Dunn further questioned whether the personnel was two regular or shift officers. Hedrick stated it was two bodies, noting this may be the associated cost with not hiring a new officer at starting salary. Pickett broke down the estimated \$347,600 cost for two new patrol officers, including starting salary (about \$60,000 each), Social Security at 7.65%, medical (about \$10,850 per employee), life insurance, dental, Leo retirement (17.10%), 401(k) at 5%, uniforms (about \$3,000), training and travel, computer and software. She noted the number did, in fact include one patrol vehicle per officer (about \$70,000 each, including equipment), and tags and tax.

The discussion then shifted to overtime, where Ms. Pickett pointed out that the current year's overtime appropriation of \$100,000 is projected to reach roughly \$139,389, and she proposed budgeting overtime at about 4.5% of salaries going forward.

Mayor Andy Moore asked how many sworn officers the Town had at this time. Chief Hedrick stated the

department is currently authorized 44 sworn positions with 43 on staff. The mayor noted, with Hedrick agreeing that the Police Department has been fully staffed this year.

Councilman Roger Wood asked why the need for the additional officers, Hedrick replied it will allow the Town to take the canines out of the patrol schedule and be more proactive when the Town is busiest. In response to questions regarding schedule Chief Hedrick explained that the two new patrol officers will likely be assigned to opposite “swing” schedules, initially working roughly 12-hour shifts and then being adjusted to cover the department’s busiest hours (including late evening/night based on call volume). He noted that this swing-shift coverage will help reduce overtime by providing flexible staffing when someone is out or when day or night shifts need extra coverage. He added that this structure will also free K-9 handlers from routine calls so they can focus on proactive work during peak times, making better use of the specialized K-9 equipment and training.

Mayor Andy Moore questioned the need for three K-9 units in a town of this size and the associated costs (vehicle upfit, vet care, training). The Chief explained that two dogs are patrol/narcotics certified and one is narcotics-only, emphasizing their importance for tracking missing persons and addressing drug crimes under tight legal timelines. Hedrick further explained that maintaining three K-9 units is critical for public safety because when a dog is needed—such as for a missing child or a vehicle suspected of containing drugs—officers have only a short window in which a K-9 can lawfully and effectively assist. He noted the department has two full-service patrol/narcotics dogs that can track, locate, and apprehend suspects, and one narcotics-only dog (a lower-cost, less-intensive lab), and that he monitors usage to ensure the town gets value from each dog. His long-term goal is to have a patrol K-9 on all four shifts, but currently the dogs provide coverage during the busiest 12 hours each day, with the narcotics-only dog remaining assigned to a normal zone shift.

There was some discussion regarding police vehicle costs. Chief Hedrick noted the town has extended vehicle life in recent years by purchasing used cars, which has deferred but not eliminated future capital needs.

Hedrick discussed specific operating line items, including K-9 supplies, which increased slightly to cover new leashes and equipment for the replacement dog already approved in the current year’s budget, and service contracts, which rose in part due to higher costs for software such as Laserfiche, Verizon/GPS, and the newer Lexipol policy-management subscription.

Responding to Mayor Pro Tem Sloan Steven’s prior concerns about records and communication systems, the Chief described ongoing IT/connectivity problems tied to the town’s contractor VC3 and noted that both the county and the town have now moved the Central Square records system to a cloud model, which separates town and sheriff’s data but adds some recurring cost. Interim Manager Pickett reminded council that the VC3 IT services contract expires in June 2027, and staff may later recommend transitioning back to a town IT director / in-house model.

Mayor Andy Moore noted the Police Department is projected to be over \$250,000 in budget this year, and asked that this be explained. Police Chief Hedrick explained that a large share of police overtime is generated by town-sponsored events (such as festivals and concerts) and state-mandated training (about 80+ hours annually per officer), some of which must occur outside normal shifts. Also, that the Police Department has more staff than in years prior (20% more), to which more people generate more overtime—to which comp time is given if they can. Mayor Moore expressed concern about the size of the projected overage, stressed the need for tighter control and weekly tracking of overtime across all departments, and warned about the risk that staff can become dependent on routine overtime. Chief Hedrick responded that police overtime now requires three levels of approval (sergeant, lieutenant, and Chief) and that the department tries to use comp time where possible, but certain coverage and training needs still drive unavoidable overtime.

Mayor Andy Moore also asked about take-home vehicle policy and monitoring, and Chief Hedrick reported a 30–35-mile limit from town, continuous GPS tracking on patrol units, automatic speed alerts above preset thresholds (with follow-up by supervisors), random checks of vehicle start/stop locations, and regular review of fuel purchases to ensure officers are fueling in town. Mayor Moore reiterated the need for accountability and using Town vehicles appropriately across all departments.

Additional brief discussion covered the monitoring of officer speeds, use of SROs who are out for the summer, continuing traffic enforcement on Market Street, perimeter locations of police enforcement.

The meeting concluded with Pickett and council agreeing to continue detailed budget review at a follow-up session, tentatively scheduled for Thursday at 6:30 p.m. at the fire department, (due to the upcoming Planning Board meeting at Town Hall the same day).

Recess:

Councilman Gettys Cohen, Jr. made a motion, seconded by Mayor Pro Tem Sloan Stevens, to recess the meeting for budget discussions until May 7, 2026, at 6:30 p.m. at the Town's Fire Station. The motion was unanimously approved at 9:09 p.m.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

DRAFT



Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 06/16/2026

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 Ride into Summer July 11, 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. Johnston County Approval of Town July Vendor Events



Staff Report

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

Bulldog Harley-Davidson is requesting approval to conduct a "Ride into Summer" event at 1043 Outlet Center Drive on July 11, 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.

Mama Ruth's 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 SPEAKERS
 - 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>RIDE INTO SUMMER</u>	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 7/11

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 8:00 AM - 4 PM

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

Sound Amplification Type SPEAKERS

Sound Amplification Start and End Times 12-3

Will food or goods be sold? Y or N

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

Mama Ruth's

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

hire 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]
Signature

5/27/26
Date

Town Planning Director Signature: [Signature]

[Signature]

Date: 6/1/26

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@bulldoghondaevolution.com
Signature: [Signature] Date: 6/1/26

OWNER'S CONSENT FORM

Name of Event: RIDE INTO SUMMER Submittal Date: 6/1/26

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 Agent Name 6/1/26 Date



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/06/2026

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.

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): 844-357-0403		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com PRODUCER CUSTOMER ID:		
INSURED Mama Ruth's LLC 1269 E Cumberland st Dunn, NC 28334	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc.		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

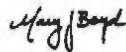
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 1269 E Cumberland st, Dunn, NC 28334

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/>	PROPERTY	P104.520.153.2	02/20/2026	02/20/2027	BUILDING	\$		
		CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/>	PERSONAL PROPERTY	\$ 25,000
		BASIC				BUILDING	<input checked="" type="checkbox"/>	BUSINESS INCOME	\$
		BROAD				CONTENTS	<input checked="" type="checkbox"/>	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				\$ 1,000		RENTAL VALUE	\$
		EARTHQUAKE						BLANKET BUILDING	\$
		WIND						BLANKET PERS PROP	\$
		FLOOD						BLANKET BLDG & PP	\$
									\$
									\$
	INLAND MARINE	TYPE OF POLICY				\$			
	CAUSES OF LOSS					\$			
	NAMED PERILS	POLICY NUMBER				\$			
						\$			
	CRIME					\$			
	TYPE OF POLICY					\$			
						\$			
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$			
						\$			
						\$			

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2026

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).

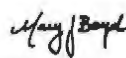
PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hiscox Insurance Company Inc 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Mama Ruth's LLC 1269 E Cumberland st Dunn, NC 28334		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P104.520.153.2	02/20/2026	02/20/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

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Food Establishment Inspection Report

Score: 94.5

Establishment Name: MAMA RUTH'S LLC

Establishment ID: 5043010957

Location Address: 1269 E CUMBERLAND ST

City: DUNN State: North Carolina

Zip: 28334 County: 43 Harnett

Permittee: MAMA RUTH'S LLC

Telephone: (910) 354-6208

Inspection Re-Inspection Educational Visit

Wastewater System:

Municipal/Community On-Site System

Water Supply:

Municipal/Community On-Site Supply

Date: 04/07/2026 Status Code: A

Time In: 1:45 PM Time Out: 3:30 PM

Category#: II

FDA Establishment Type: _____

No. of Risk Factor/Intervention Violations: 2

No. of Repeat Risk Factor/Intervention Violations: 0

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

Compliance Status		OUT	CDI	R	VR
Good Retail Practices					
Good Retail Practices: Preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.					
Safe Food and Water .2653, .2655, .2658					
30	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				
Pasteurized eggs used where required		1	0.5	0	
31	<input checked="" type="checkbox"/> OUT				
Water and ice from approved source		2	1	0	
32	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				
Variance obtained for specialized processing methods		2	1	0	
Food Temperature Control .2653, .2654					
33	<input checked="" type="checkbox"/> OUT				
Proper cooling methods used; adequate equipment for temperature control		1	0.5	0	
34	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				
Plant food properly cooked for hot holding		1	0.5	0	
35	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				
Approved thawing methods used		1	0.5	0	
36	<input checked="" type="checkbox"/> OUT				
Thermometers provided & accurate		1	0.5	0	
Food Identification .2653					
37	<input checked="" type="checkbox"/> OUT				
Food properly labeled: original container		2	1	0	
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657					
38	<input checked="" type="checkbox"/> OUT				
Insects & rodents not present; no unauthorized animals		2	1	0	
39	<input checked="" type="checkbox"/> OUT				
Contamination prevented during food preparation, storage & display		2	1	0	
40	<input checked="" type="checkbox"/> OUT				
Personal cleanliness		1	0.5	0	
41	<input checked="" type="checkbox"/> OUT				
Wiping cloths: properly used & stored		1	0.5	0	
42	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				
Washing fruits & vegetables		1	0.5	0	
Proper Use of Utensils .2653, .2654					
43	<input checked="" type="checkbox"/> OUT				
In-use utensils: properly stored		1	0.5	0	
44	<input checked="" type="checkbox"/> OUT				
Utensils, equipment & linens: properly stored, dried & handled		1	0.5	0	
45	<input checked="" type="checkbox"/> OUT				
Single-use & single-service articles: properly stored & used		1	0.5	0	
46	<input checked="" type="checkbox"/> OUT				
Gloves used properly		1	0.5	0	
Utensils and Equipment .2653, .2654, .2663					
47	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT				
Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used		1	0.5	0	
48	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT				
Warewashing facilities: installed, maintained & used; test strips		1	0.5	0	X
49	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT				
Non-food contact surfaces clean		1	0.5	0	
Physical Facilities .2654, .2655, .2656					
50	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				
Hot & cold water available; adequate pressure		1	0.5	0	
51	<input checked="" type="checkbox"/> OUT				
Plumbing installed; proper backflow devices		2	1	0	
52	<input checked="" type="checkbox"/> OUT				
Sewage & wastewater properly disposed		2	1	0	
53	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A				
Toilet facilities: properly constructed, supplied & cleaned		1	0.5	0	
54	<input checked="" type="checkbox"/> OUT				
Garbage & refuse properly disposed; facilities maintained		1	0.5	0	
55	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT				
Physical facilities installed, maintained & clean		1	0.5	0	
56	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT				
Meets ventilation & lighting requirements; designated areas used		1	0.5	0	
TOTAL DEDUCTIONS:					5.5



Elaine Andrews

From: Dana Person <dana.person@johnstonnc.gov>
Sent: Thursday, June 4, 2026 8:16 AM
To: Julie Edmonds
Cc: Elaine Andrews; Kimberly Pickett; Lawrence Davis; Michael Sliger; Jacqui Smith; PRHedrick; JSBeyer; Fire Marshal Blake Holloman; Brandi Johnson; Brent Reck; dana.person@johnstonnc.com
Subject: Re: Bulldog Harley-Davidson TUP July Events

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Julie,

Michelle sent me the list last week. All the food vendors are permitted and good to operate.

Dana Bennett-Person, REHS
Program Specialist
Johnston County
Environmental Health
309 E. Market St.
Smithfield, NC 27577
Phone: [919.989.5180](tel:919.989.5180)
www.johnstonncenvhealth.gov

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On Wed, Jun 3, 2026 at 1:55 PM Julie Edmonds <julie.edmonds@smithfield-nc.com> wrote:

Julie Edmonds

Administrative Support Specialist

Planning and Zoning Department

(919) 934-2116 ext. 1111

julie.edmonds@smithfield-nc.com





Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 06/16/2026

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 Bikini Bike Wash July 18, 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 "Bikini Bike Wash" event at 1043 Outlet Center Drive on July 18, 2026. The event is scheduled to take place from 12:00 p.m. until 3:00 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.

Ruby's Rise 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>Bikini Bike WASH</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 7/18/26

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)

Will food or goods be sold? Y or N

Event start and end time 12-3pm
 Event set up and clean up time 8AM-4PM
 Sound Amplification Type NONE
 Sound Amplification Start and End Times _____

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

Ruby's Rise

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 _____ Michelle Winn _____ 5/27/26
Applicant's Name (Print) Signature Date

Town Planning Director Signature: [Signature] _____ Date: 6/1/26

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@bulldoghardleydavidson.com
Signature:  Date: 6/1/26

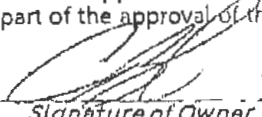
OWNER'S CONSENT FORM

Name of Event: Tukin Bike Wash Submittal Date: 6/1/26

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 of Owner:  Print Name: Carson Baker Date: 6/1/26

Food Establishment Inspection Report

Score: 100

Establishment Name: RUBY'S RISE

Establishment ID: 4051032014

Location Address: 221 ABBERLY CREST BLVD.

City: GARNER State: North Carolina

Zip: 27529 County: 51 Johnston

Permittee: RUBY'S RISE LLC

Telephone: (919) 713-9589

Inspection Re-Inspection Educational Visit

Wastewater System:

Municipal/Community On-Site System

Water Supply:

Municipal/Community On-Site Supply

Date: 04/30/2026 Status Code: A

Time In: 12:00 PM Time Out: 1:20 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PIC Present, demonstrates knowledge, & performs duties					
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Food Protection Manager					
Employee Health .2652					
3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management, food & conditional employee; knowledge, responsibilities & reporting					
4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper use of reporting, restriction & exclusion					
5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Procedures for responding to vomiting & diarrheal events					
Good Hygienic Practices .2652, .2653					
6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper eating, tasting, drinking or tobacco use					
7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No discharge from eyes, nose, and mouth					
Preventing Contamination by Hands .2652, .2653, .2655, .2656					
8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hands clean & properly washed					
9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No bare hand contact with RTE foods or pre-approved alternate procedure properly followed					
10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handwashing sinks supplied & accessible					
Approved Source .2653, .2655					
11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food obtained from approved source					
12	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food received at proper temperature					
13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food in good condition, safe & unadulterated					
14	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Required records available: shellstock tags, parasite destruction					
Protection from Contamination .2653, .2654					
15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food separated & protected					
16	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food-contact surfaces: cleaned & sanitized					
17	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper disposition of returned, previously served, reconditioned & unsafe food					
Potentially Hazardous Food Time/Temperature .2653					
18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper cooking time & temperatures					
19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proper reheating procedures for hot holding					
20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proper cooling time & temperatures					
21	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper hot holding temperatures					
22	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper cold holding temperatures					
23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper date marking & disposition					
24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Time as a Public Health Control; procedures & records					
Consumer Advisory .2653					
25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Consumer advisory provided for raw/undercooked foods					
Highly Susceptible Populations .2653					
26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pasteurized foods used; prohibited foods not offered					
Chemical .2653, .2657					
27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Food additives: approved & properly used					
28	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic substances properly identified stored & used					
Conformance with Approved Procedures .2653, .2654, .2656					
29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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, .2656					
30	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pasteurized eggs used where required					
31	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water and ice from approved source					
32	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Variance obtained for specialized processing methods					
Food Temperature Control .2653, .2654					
33	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proper cooling methods used; adequate equipment for temperature control					
34	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plant food properly cooked for hot holding					
35	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approved thawing methods used					
36	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermometers provided & accurate					
Food Identification .2653					
37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food properly labeled: original container					
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657					
38	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insects & rodents not present; no unauthorized animals					
39	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contamination prevented during food preparation, storage & display					
40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal cleanliness					
41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wiping cloths: properly used & stored					
42	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washing fruits & vegetables					
Proper Use of Utensils .2653, .2654					
43	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In-use utensils: properly stored					
44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utensils, equipment & linens: properly stored, dried & handled					
45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single-use & single-service articles: properly stored & used					
46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gloves used properly					
Utensils and Equipment .2653, .2654, .2653					
47	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used					
48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warewashing facilities: installed, maintained & used; test strips					
49	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-food contact surfaces clean					
Physical Facilities .2654, .2655, .2656					
50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot & cold water available; adequate pressure					
51	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing installed; proper backflow devices					
52	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewage & wastewater properly disposed					
53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Toilet facilities: properly constructed, supplied & cleaned					
54	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage & refuse properly disposed; facilities maintained					
55	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical facilities installed, maintained & clean					
56	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets ventilation & lighting requirements; designated areas used					
TOTAL DEDUCTIONS: <u>0</u>					



Comment Addendum to Food Establishment Inspection Report

Establishment Name: RUBY'S RISE
Location Address: 221 ABBERLY CREST BLVD.
City: GARNER **State:** NC
County: 51 Johnston **Zip:** 27529
Wastewater System: Municipal/Community On-Site System
Water Supply: Municipal/Community On-Site System
Permittee: RUBY'S RISE LLC
Telephone: (919) 713-9589

Establishment ID: 4051032014
 Inspection Re-Inspection **Date:** 04/30/2026
 Educational Visit **Status Code:** A
Comment Addendum Attached? **Category #:** III
Email 1: rubysrise@gmail.com
Email 2:
Email 3:

Temperature Observations

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
Fried chicken wings/FCT- fryer	202				
slaw/prep top	38				
air temp /reach in	38				
cheese sauce/chili /Hot hold flat top	140				
raw fish/chicken /one door cooler	41				
air temp /one door cooler	37				
hot water/Hand sink	110+				

Person in Charge (Print & Sign): *First* *Last*
Regulatory Authority (Print & Sign): *First* *Last*
Natalie Vartanesian

REHS ID: 2015 - Vartanesian, Natalie **Verification Dates:** Priority: **Priority Foundation:** Core:
REHS Contact Phone Number: (919) 989-5180 **Authorize final report to be received via Email:**



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 9/16/25

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY ROTEN INSURANCE AGENCY INC 1967 NC HIGHWAY 88 W WEST JEFFERSON, NC 28694 (336)846-9800	AGENT'S NO. JJ2181	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact (In NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED RUBY'S RISE LLC 221 ABBERLY CREST BLVD GARNER, NC 27529	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. 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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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l / TR (line #)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q61 0591521	9/16/25	9/16/26	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP/AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	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		
EACH OCCURRENCE	\$ 1,000,000																		
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GENERAL AGGREGATE	\$ 2,000,000																		
PRODUCTS-COMP/OP/AGG	\$ 2,000,000																		
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q09 2531324	9/25/24	9/25/25	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000						
BODILY INJURY (EACH PERSON)	\$																		
BODILY INJURY (EACH ACCIDENT)	\$																		
PROPERTY DAMAGE	\$																		
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000																		
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$						
EACH OCCURRENCE	\$																		
AGGREGATE	\$																		
	\$																		
	\$																		
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><th colspan="4" style="text-align: center;">STATUTORY</th></tr> <tr><td rowspan="3" style="vertical-align: middle;">BODILY INJURY BY</td><td>ACCIDENT</td><td style="text-align: right;">\$</td><td>EACH ACCIDENT</td></tr> <tr><td>DISEASE</td><td style="text-align: right;">\$</td><td>POLICY LIMIT</td></tr> <tr><td>DISEASE</td><td style="text-align: right;">\$</td><td>EACH EMPLOYEE</td></tr> </table>	STATUTORY				BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT	DISEASE	\$	POLICY LIMIT	DISEASE	\$	EACH EMPLOYEE
STATUTORY																			
BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT																
	DISEASE	\$	POLICY LIMIT																
	DISEASE	\$	EACH EMPLOYEE																
	OTHER																		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

NAME AND ADDRESS OF CERTIFICATE HOLDER CHOWAN COUNTY REGIONAL FAIR 1317 W QUEEN ST PO BOX 390 EDENTON, NC 27932	AUTHORIZED REPRESENTATIVE
--	-------------------------------



Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 06/16/2026

Subject: Father's Day Cookout
Department: Planning Department
Presented by: Planning Director – Brent Reck
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to allow Omar McKnight to have a Father's Day cookout at Smith-Collins Park on June 21, 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. Park Location Map



Staff Report

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

Omar McKnight is requesting to have a Father's Day cookout on June 21, 2026 at Smith-Collins Park. Over 100 people are expected to attend and amplified sound will be used between 12:00 am-8:00 pm. Food will be given away. This cookout is to honor father's and give out scholarships. The applicant has requested 20 trash cans.



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 Fathers Day Cocktail Address of Event Smith Collins Park

APPLICANT:

Name omcr Mcknight
 Address 1511 Old Goldsboro Rd
 Phone number (919) 395-6912
 Email address omcarmcknight@yahoo.com
 Event date 6/21/26

PROPERTY OWNER:

Name Town of Smithfield
 Address 350 E. Market St.
 Phone number (919) 934-2116
 Email address _____

Will alcohol be sold or served? Yes No
 (If yes, please supply an ABC Permit)

Will food or goods be sold? No

Event start and end time 12 pm - 8 pm

Event set up and clean up time 11 am - 7 pm

Sound Amplification Type speakers

Sound Amplification start and end times 12 pm - 8 pm

Food Trucks (if applicable) N/A (Each Food Truck Requires Certificate of Inspections by Johnston County)

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

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

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

If any town streets require closure, please list all street names NO

Are event trash cans needed? Y or N How many? 20

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

9th Annual Fathers Day Cookout
During the cookout - I will present upcoming HS
graduates with college scholarships

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.

Omar McKnight Omar McKnight 6/1/26
Applicant's Name (Print) Signature Date

Town Planning Director Signature [Signature] Date: 6/2/26





Request for Town Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 06/16/2026

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 Christmas in July on July 25, 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 "Bikini Bike Wash" event at 1043 Outlet Center Drive on July 25, 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.

Gent's Bounty BBQ 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>Christmas in July</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 7/25

PROPERTY OWNER:

Name Carson Baker

Address 1508 Hope Mills Rd, Fayetteville, NC 28304

Phone number 9107348504

Email address Carson@bulldogharleydavidson.com

Event start and end time 8AM - 4PM

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

Sound Amplification Type —

Sound Amplification Start and End Times —

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 (Each Food Truck Requires Certificate of Inspections by Johnston County)

Gent's Bounty BBQ

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 \$ _____

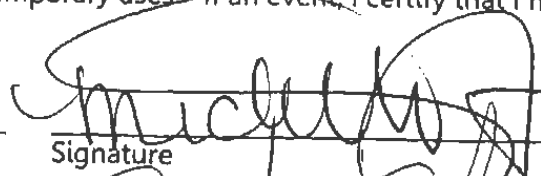
Payment Received By: _____

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

5/27/2020
Date

Town Planning Director Signature: 

Date: 6/2/2021

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: 6/1/26

OWNER'S CONSENT FORM

Name of Event: Christmas in July Submittal Date: 6/1/26

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] Signature of Owner
Carson Baker Print Name
6/1/26 Date



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.

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 	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):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:	State Farm Fire and Casualty Company	25143	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																						
INSURED GENTS BOUNTY BBQ LLC 718 BUCK SWAMP RD GOLDSBORO NC 275308037																						

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	93-LG-0815-7	09/08/2024	09/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 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 This form was system-generated on 08/22/2025
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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(l) 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	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					PIC Present, demonstrates knowledge, & performs duties 1 0
2	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Certified Food Protection Manager 1 0
Employee Health .2652						
3	<input checked="" type="checkbox"/> OUT					Management, food & conditional employee; knowledge, responsibilities & reporting 2 1 0
4	<input checked="" type="checkbox"/> OUT					Proper use of reporting, restriction & exclusion 3 1.5 0
5	<input checked="" type="checkbox"/> OUT					Procedures for responding to vomiting & diarrheal events 1 0.5 0
Good Hygienic Practices .2652, .2653						
6	<input checked="" type="checkbox"/> OUT					Proper eating, tasting, drinking or tobacco use 1 0.5 0
7	<input checked="" type="checkbox"/> OUT					No discharge from eyes, nose, and mouth 1 0.5 0
Preventing Contamination by Hands .2652, .2653, .2655, .2656						
8	<input checked="" type="checkbox"/> OUT					Hands clean & properly washed 4 2 0
9	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO					No bare hand contact with RTE foods or pre-approved alternate procedure properly followed 4 2 0
10	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Handwashing sinks supplied & accessible 2 1 0
Approved Source .2653, .2655						
11	<input checked="" type="checkbox"/> OUT					Food obtained from approved source 2 1 0
12	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Food received at proper temperature 2 1 0
13	<input checked="" type="checkbox"/> OUT					Food in good condition, safe & unadulterated 2 1 0
14	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Required records available: shellstock tags, parasite destruction 2 1 0
Protection from Contamination .2653, .2654						
15	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO					Food separated & protected 3 1.5 0
16	<input checked="" type="checkbox"/> OUT					Food-contact surfaces: cleaned & sanitized 3 1.5 0
17	<input checked="" type="checkbox"/> OUT					Proper disposition of returned, previously served, reconditioned & unsafe food 2 1 0
Potentially Hazardous Food Time/Temperature .2653						
18	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Proper cooking time & temperatures 3 1.5 0
19	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Proper reheating procedures for hot holding 3 1.5 0
20	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Proper cooling time & temperatures 3 1.5 0
21	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO					Proper hot holding temperatures 3 1.5 0
22	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO					Proper cold holding temperatures 3 1.5 0
23	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO					Proper date marking & disposition 3 1.5 0
24	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Time as a Public Health Control; procedures & records 3 1.5 0
Consumer Advisory .2653						
25	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Consumer advisory provided for raw/undercooked foods 1 0.5 0
Highly Susceptible Populations .2653						
26	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Pasteurized foods used; prohibited foods not offered 3 1.5 0
Chemical .2653, .2657						
27	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Food additives: approved & properly used 1 0.5 0
28	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Toxic substances properly identified stored & used 2 1 0
Conformance with Approved Procedures .2653, .2654, .2656						
29	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> 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	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Pasteurized eggs used where required 1 0.5 0
31	<input checked="" type="checkbox"/> OUT					Water and ice from approved source 2 1 0
32	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A					Variance obtained for specialized processing methods 2 1 0
Food Temperature Control .2653, .2654						
33	<input checked="" type="checkbox"/> OUT					Proper cooling methods used; adequate equipment for temperature control 1 0.5 0
34	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Plant food properly cooked for hot holding 1 0.5 0
35	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					Approved thawing methods used 1 0.5 0
36	<input checked="" type="checkbox"/> OUT					Thermometers provided & accurate 1 0.5 0
Food Identification .2653						
37	<input checked="" type="checkbox"/> OUT					Food properly labeled: original container 2 1 0
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657						
38	<input checked="" type="checkbox"/> OUT					Insects & rodents not present; no unauthorized animals 2 1 0
39	<input checked="" type="checkbox"/> OUT					Contamination prevented during food preparation, storage & display 2 1 0
40	<input checked="" type="checkbox"/> OUT					Personal cleanliness 1 0.5 0
41	<input checked="" type="checkbox"/> OUT					Wiping cloths: properly used & stored 1 0.5 0
42	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Washing fruits & vegetables 1 0.5 0
Proper Use of Utensils .2653, .2654						
43	<input checked="" type="checkbox"/> OUT					In-use utensils: properly stored 1 0.5 0
44	<input checked="" type="checkbox"/> OUT					Utensils, equipment & linens: properly stored, dried & handled 1 0.5 0
45	<input checked="" type="checkbox"/> OUT					Single-use & single-service articles: properly stored & used 1 0.5 0
46	<input checked="" type="checkbox"/> OUT					Gloves used properly 1 0.5 0
Utensils and Equipment .2653, .2654, .2663						
47	<input checked="" type="checkbox"/> OUT					Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used 1 0.5 0
48	<input checked="" type="checkbox"/> OUT					Warewashing facilities: installed, maintained & used; test strips 1 0.5 0
49	<input checked="" type="checkbox"/> OUT					Non-food contact surfaces clean 1 0.5 0
Physical Facilities .2654, .2655, .2656						
50	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Hot & cold water available; adequate pressure 1 0.5 0
51	<input checked="" type="checkbox"/> OUT					Plumbing installed; proper backflow devices 2 1 0
52	<input checked="" type="checkbox"/> OUT					Sewage & wastewater properly disposed 2 1 0
53	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A					Toilet facilities: properly constructed, supplied & cleaned 1 0.5 0
54	<input checked="" type="checkbox"/> OUT					Garbage & refuse properly disposed; facilities maintained 1 0.5 0
55	<input checked="" type="checkbox"/> OUT					Physical facilities installed, maintained & clean 1 0.5 0
56	<input checked="" type="checkbox"/> OUT					Meets ventilation & lighting requirements; designated areas used 1 0.5 0
TOTAL DEDUCTIONS:						0





Request for Town Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 06/16/2026

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 on July 30, 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 July 30, 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 who is 21 years of age or older and possesses valid identification.

Mac Daddy's 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 speakers
- 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>Bike night</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 7/30/25

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 5-8pm

Event set up and clean up time 3-8pm

Sound Amplification Type BAND

Sound Amplification Start and End Times 5-8pm

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

Mac Daddy's

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)

Michelle Winn
Signature

5/27/2020
Date

Town Planning Director Signature:

[Signature]

6/2/2020
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@bulldogbarleydavidson.com
Signature: [Signature] Date: 6/1/26

OWNER'S CONSENT FORM

Name of Event: Bulldog Night Submittal Date: 6/1/26

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] Signature of Owner
Carson Baker Print Name
6/1/26 Date

Food Establishment Inspection Report

Score: 98.5

Establishment Name: MAC DADDY'S FOOD TRUCK (WCID #1004)

Establishment ID: 4092030741

Location Address: 160 SOMMERVILLE PARK RD

City: RALEIGH State: North Carolina

Zip: 27603 County: 92 Wake

Permittee: MAC DADDY'S FOOD TRUCK, LLC

Telephone: (919) 272-8744

Inspection Re-Inspection Educational Visit

Wastewater System:

Municipal/Community On-Site System

Water Supply:

Municipal/Community On-Site Supply

Date: 06/24/2025 Status Code: A

Time In: 12:15 PM Time Out: 1:30 PM

Category#: III

FDA Establishment Type: _____

No. of Risk Factor/Intervention Violations: 1

No. of Repeat Risk Factor/Intervention Violations: 0

Foodborne Illness Risk Factors and Public Health Interventions						
Risk factors: Contributing factors that increase the chance of developing foodborne illness.						
Public Health Interventions: Control measures to prevent foodborne illness or injury						
Compliance Status	OUT	CDI	R	VR		
Supervision .2652						
1	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				PIC Present, demonstrates knowledge, & performs duties	1 0
2	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Certified Food Protection Manager	1 0
Employee Health .2652						
3	<input checked="" type="checkbox"/> OUT				Management, food & conditional employee; knowledge, responsibilities & reporting	2 1 0
4	<input checked="" type="checkbox"/> OUT				Proper use of reporting, restriction & exclusion	3 1.5 0
5	<input checked="" type="checkbox"/> OUT				Procedures for responding to vomiting & diarrheal events	1 0.5 0
Good Hygienic Practices .2652, .2653						
6	<input checked="" type="checkbox"/> OUT				Proper eating, tasting, drinking or tobacco use	1 0.5 0
7	<input checked="" type="checkbox"/> OUT				No discharge from eyes, nose, and mouth	1 0.5 0
Preventing Contamination by Hands .2652, .2653, .2655, .2656						
8	<input checked="" type="checkbox"/> OUT				Hands clean & properly washed	4 2 0
9	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				No bare hand contact with RTE foods or pre-approved alternate procedure properly followed	4 2 0
10	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Handwashing sinks supplied & accessible	2 1 0
Approved Source .2653, .2655						
11	<input checked="" type="checkbox"/> OUT				Food obtained from approved source	2 1 0
12	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Food received at proper temperature	2 1 0
13	<input checked="" type="checkbox"/> OUT				Food in good condition, safe & unadulterated	2 1 0
14	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Required records available: shellstock tags, parasite destruction	2 1 0
Protection from Contamination .2653, .2654						
15	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				Food separated & protected	3 1.5 0
16	<input checked="" type="checkbox"/> OUT				Food-contact surfaces: cleaned & sanitized	3 1.5 0
17	<input checked="" type="checkbox"/> OUT				Proper disposition of returned, previously served, reconditioned & unsafe food	2 1 0
Potentially Hazardous Food Time/Temperature .2653						
18	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Proper cooking time & temperatures	3 1.5 0
19	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Proper reheating procedures for hot holding	3 1.5 0
20	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Proper cooling time & temperatures	3 1.5 0
21	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				Proper hot holding temperatures	3 1.5 0
22	<input type="checkbox"/> IN <input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				Proper cold holding temperatures	3 0.6 0 X
23	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> NO				Proper date marking & disposition	3 1.5 0
24	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO				Time as a Public Health Control; procedures & records	3 1.5 0
Consumer Advisory .2653						
25	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Consumer advisory provided for raw/undercooked foods	1 0.5 0
Highly Susceptible Populations .2653						
26	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				Pasteurized foods used; prohibited foods not offered	3 1.5 0
Chemical .2653, .2657						
27	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				Food additives: approved & properly used	1 0.5 0
28	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Toxic substances properly identified stored & used	2 1 0
Conformance with Approved Procedures .2653, .2654, .2656						
29	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> 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	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				Pasteurized eggs used where required	1 0.5 0
31	<input checked="" type="checkbox"/> OUT				Water and ice from approved source	2 1 0
32	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				Variance obtained for specialized processing methods	2 1 0
Food Temperature Control .2653, .2654						
33	<input checked="" type="checkbox"/> OUT				Proper cooling methods used; adequate equipment for temperature control	1 0.5 0
34	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NO				Plant food properly cooked for hot holding	1 0.5 0
35	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NO				Approved thawing methods used	1 0.5 0
36	<input checked="" type="checkbox"/> OUT				Thermometers provided & accurate	1 0.5 0
Food Identification .2653						
37	<input checked="" type="checkbox"/> OUT				Food properly labeled: original container	2 1 0
Prevention of Food Contamination .2652, .2653, .2654, .2656, .2657						
38	<input checked="" type="checkbox"/> OUT				Insects & rodents not present; no unauthorized animals	2 1 0
39	<input type="checkbox"/> IN <input checked="" type="checkbox"/> OUT				Contamination prevented during food preparation, storage & display	2 1 X
40	<input checked="" type="checkbox"/> OUT				Personal cleanliness	1 0.5 0
41	<input checked="" type="checkbox"/> OUT				Wiping cloths: properly used & stored	1 0.5 0
42	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Washing fruits & vegetables	1 0.5 0
Proper Use of Utensils .2653, .2654						
43	<input checked="" type="checkbox"/> OUT				In-use utensils: properly stored	1 0.5 0
44	<input checked="" type="checkbox"/> OUT				Utensils, equipment & linens: properly stored, dried & handled	1 0.5 0
45	<input checked="" type="checkbox"/> OUT				Single-use & single-service articles: properly stored & used	1 0.5 0
46	<input checked="" type="checkbox"/> OUT				Gloves used properly	1 0.5 0
Utensils and Equipment .2653, .2654, .2663						
47	<input checked="" type="checkbox"/> OUT				Equipment, food & non-food contact surfaces approved, cleanable, properly designed, constructed & used	1 0.5 0
48	<input checked="" type="checkbox"/> OUT				Warewashing facilities: installed, maintained & used; test strips	1 0.5 0
49	<input checked="" type="checkbox"/> OUT				Non-food contact surfaces clean	1 0.5 0
Physical Facilities .2654, .2655, .2656						
50	<input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A				Hot & cold water available; adequate pressure	1 0.5 0
51	<input checked="" type="checkbox"/> OUT				Plumbing installed; proper backflow devices	2 1 0
52	<input checked="" type="checkbox"/> OUT				Sewage & wastewater properly disposed	2 1 0
53	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A				Toilet facilities: properly constructed, supplied & cleaned	1 0.5 0
54	<input checked="" type="checkbox"/> OUT				Garbage & refuse properly disposed; facilities maintained	1 0.5 0
55	<input checked="" type="checkbox"/> OUT				Physical facilities installed, maintained & clean	1 0.5 0
56	<input checked="" type="checkbox"/> OUT				Meets ventilation & lighting requirements; designated areas used	1 0.5 0
TOTAL DEDUCTIONS:						1.5



Comment Addendum to Food Establishment Inspection Report

MAC DADDY'S FOOD TRUCK (W/CID)
 Establishment Name: #1004
 Location Address: 160 SOMMERVILLE PARK RD
 City: RALEIGH State: NC
 County: 92 Wake Zip: 27603
 Wastewater System: Municipal/Community On-Site System
 Water Supply: Municipal/Community On-Site System
 Permittee: MAC DADDY'S FOOD TRUCK, LLC
 Telephone: (919) 272-8744

Establishment ID: 4092030741
 Inspection Re-Inspection Date: 06/24/2025
 Educational Visit Status Code: A
 Comment Addendum Attached? Category #: III
 Email 1: brian@macdaddysfoodtruck.com
 Email 2:
 Email 3: brian@macdaddysfoodtruck.com

Temperature Observations

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp
cheese sauce/reach-in cooler	40				
pickled onions/ pickles (heat treated)/on ice	38/39				
diced tomatoes/ roasted red pepper sauce/on ice	35/44-46				
grilled chicken/grill	137				
caramelized onions/grill	157				
pork belly/ brisket/cooler drawers	43/41				
marinated chicken/cooler drawers	44-45				
feta/ sliced tomatoes/flip top	44-46				
noodles/cold hold	41				
mac bites/ fried chicken cooling (20 mins)/cold hold	85/87				
mac-n-cheese/ cheese sauce/hot hold	165/143				
utensils in water/steam well	136				
hot water/sinks	130+				

Person in Charge (Print & Sign): *Brian*
First Last
 Brian McEnteer

Regulatory Authority (Print & Sign): *Kendra Wiggins*
First Last
 Kendra Wiggins

REHS ID: 2995 - Wiggins, Kendra Verification Dates: Priority: Priority Foundation: Core:

REHS Contact Phone Number: (984) 233-0487 Authorize final report to be received via Email: *Brian*



Request for Town Council Action

Consent **Sound**
Agenda **Rivers**
Item: **MOU**
Date: 06/16/2026

Subject: MOU – Trash Trap Installation & Management
Department: Planning Department
Presented by: Planning Director - Brent Reck &
Interim Town Manager - Kimberly Pickett
Presentation: Consent Agenda Item

Issue Statement

The Smithfield Town Council is respectfully requested to finalize the agreement with Sound Rivers and the Town of Smithfield on the Installation and Management of the trash collection device located in Spring Branch.

Financial Impact

None for the duration of the two-year grant period.

Action Needed

Council to approve MOU agreement

Recommendation

Staff recommends approval of MOU

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Memorandum of Understanding
3. Meeting Minutes Ref. 7/25/26



STAFF REPORT

**Consent Sound
Agenda Rivers
Item: MOU**

On July 1, 2025, during the regular Town Council meeting, then-Planning Director Stephen Wensman presented a collaborative project with Sound Rivers to install a trash trap in Spring Branch as part of the Litter-Free Rivers Program.

The project is fully funded through a two-year grant. During this period, Sound Rivers will be responsible for the installation, maintenance, and liability associated with the trash trap. Upon expiration of the grant period, the Town will have the option to assume ownership and maintenance responsibilities, pursue additional funding opportunities, or request removal of the trap.

Staff is requesting Council approval to execute a Memorandum of Understanding (MOU) outlining the terms and responsibilities previously discussed during the July 1, 2025 town council meeting.



Memorandum of Understanding for Trash Trout Installation and Management
Sound Rivers
Town of Smithfield

This Memorandum of Understanding, effective this the 12th day of June 2025, is entered into by and between Sound Rivers and the Town of Smithfield to cover the installation and maintenance of one trash collection device located in Spring Branch.

Sound Rivers commits to the following:

- Assumes liability for the installation, maintenance and removal of the trash trap.
- Replace or repair trash trap if damaged, as funds allow.
- Installing the trash trap with no permanent impacts to the stream buffer.
- During the first month post-installation of the trash collection device, weekly inspection and inspection within 48 hours after a 1-inch rainstorm.
- Maintaining the trash collection device and coordinating litter removal at a minimum monthly, or more frequency if needed depending on rainfall and amount of trash for the duration of the project.
- Removal of the trash collection device if requested by the Town of Smithfield or other entities due to stream bank damage, pending flood event, or other emergencies or identified hazards.
- Coordinating with the appropriate state and federal agencies to ensure any applicable permits have been obtained.

The Town of Smithfield commits to the following:

- Granting Sound Rivers permission to install and maintain a trash collection device in Spring Branch.

This Memorandum of Understanding will go into effect when all parties have signed and dated this Document.

Sound Rivers, Inc.

Town of Smithfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



P.O. Box 1854
Washington, NC 27889



For reference, the screenshot below contains Presentation Item No. 2 from the approved Town Council Meeting Minutes dated July 1, 2025.

A full version of the approved Town Council meeting minutes of July 1, 2025 can be found at:

<https://www.smithfield-nc.com/page/open/4854/0/Town%20Council%20Agenda%20-%20July%201,%202025>

2. Johnston County Parks and Open Space in association with Sound Rivers requests to install a trash trap at the South end of the Spring Branch restoration site.

Planning Director Stephen Wensman addressed the Council regarding Sound Rivers' request to place a trash trap on the Spring Branch. He introduced Samantha Krop, a Neuse River Keeper with the nonprofit Sound Rivers, who spoke on behalf of the request. Samantha Krop, Neuse Riverkeeper with Sound Rivers, presented a proposal to install a trash trap in Smithfield's Spring Branch as part of the Litter-Free Rivers program. She explained the device's function, environmental benefits, and safety for aquatic life. The project is fully funded by a grant for two years, with Sound Rivers responsible for installation, maintenance,

and liability during that period. After two years, the city can choose to adopt the trap, seek further funding, or have it removed. Krop highlighted community involvement in maintenance and the program's success in other locations and offered to answer questions from the Council.

6699

Councilman Travis Scott asked Samantha Krop about the frequency of cleaning the proposed trash trap; Krop responded that cleaning is typically required once a month, depending on rainfall.

Councilman David Barbour inquired about the costs, ownership, and future maintenance responsibilities; Krop explained that the grant covers all costs and liability for two years with trap under ownership of Sound Rivers. Upon the two-year expiration point, the Town could pay Sound Rivers to maintain the trap, could choose to assume ownership and maintenance for the trap on its own, or have the trap removed.

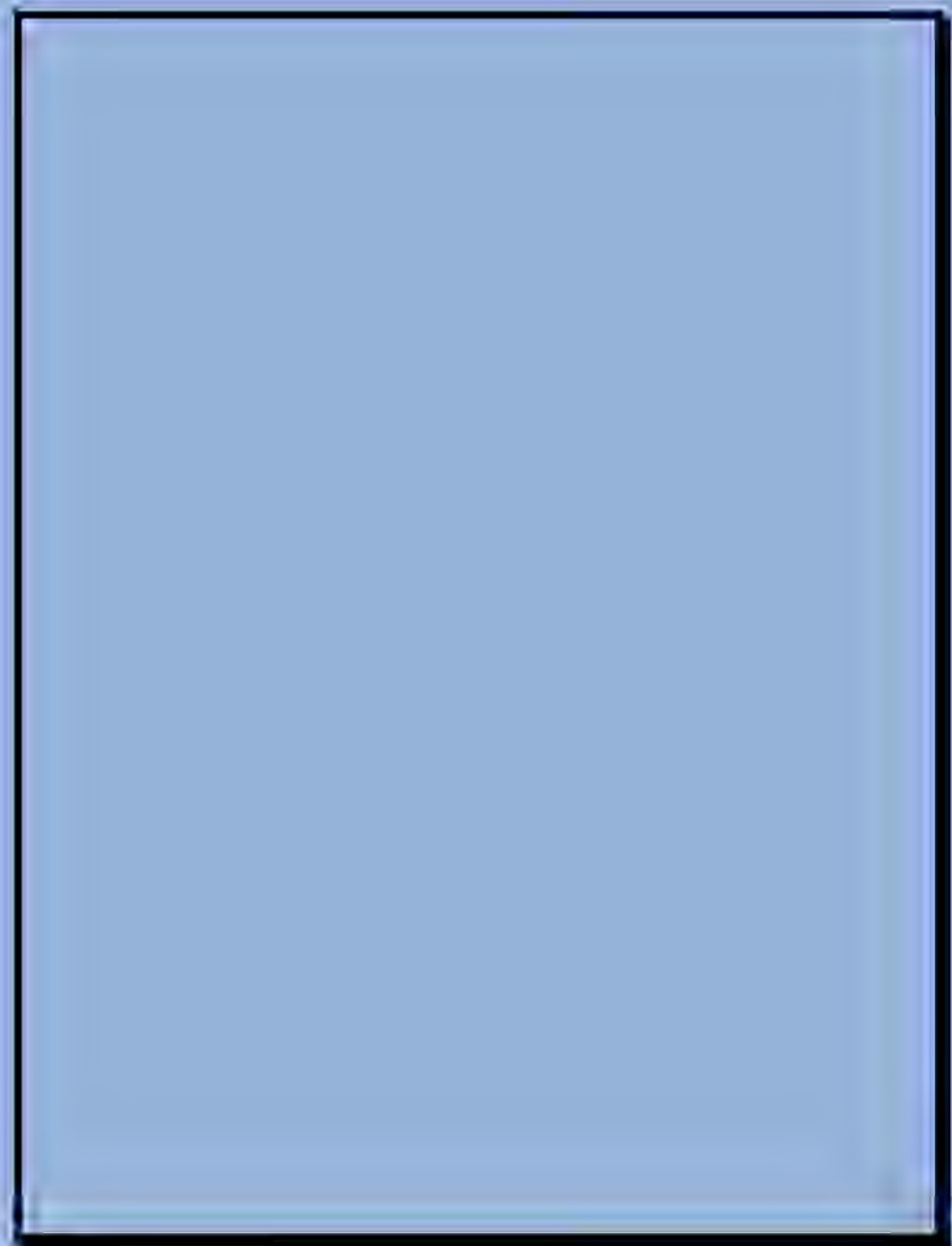
Mayor Andy Moore asked if the proposal was similar to one recently implemented in Clayton. Krop confirmed it was. Mayor Moore also raised concerns about potential flooding that could be related to trap cleanout schedules and the high volume of water flowing through that location at given times. Krop and Planning Director Stephen Wensman assured the Council that the trap is designed to avoid blockages and has been reviewed by environmental authorities. Wensman also noted that liability on the front end would fall upon Sound Rivers.

Councilman Sloan Stevens and Mayor Moore discussed the need for the trap and its location, with Stevens expressing support for the two-year trial period. Krop further clarified safety, liability, and the approval process.

Councilman Sloan Stevens made a motion, seconded by Councilman Stephen Rabil to approve Sound River's request for the installation of the trash trap at the location decided upon by staff, and for the Board to evaluate whether to keep or remove the device after the two-year from point of installation point. Unanimously approved.

Councilman Travis Scott noted the huge implication of the organization's title of River Keepers, and thanked Krop for the presentation.

Business Items





Request for Town Council Action

Business Agenda Item:	Code of Ordinance Discussion
Date:	06/16/2026

Subject: Discuss the Amending of the Town Code of Ordinances
Department: Public Utilities Department
Presented by: Public Utilities Director - Ted Credle
Presentation: Business Agenda Item

Issue Statement

As development continues in Smithfield, Town staff believes the Council should adopt a formal Electric Line Extension Policy. This policy will detail the responsibility of the Town and the developer, as it relates to Electric service in the Town service area. Adoption of such policy will also entail the change to the Code of Ordinances.

Financial Impact

There is no financial impact for having this discussion.

Action Needed

Town Staff will ask Council to give direction as to the line Extension Policy; as well as, the associated changes to the Code of Ordinances.

Recommendation

Staff recommends the conversation and to start the process of amending the Code of Ordinances.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



Staff Report

**Business Code of
Agenda Ordinance
Item: Discussion**

As the Town continues welcome growth, staff has been faced with the issue of obtaining materials and supplies to accommodate growth within our Electric Service area. Seeing that such a process may cause financial harm to the Town Electric Fund, staff wishes to place the financial burden upon the developer of new projects, to provide necessary material to expand electric service. With this in mind, staff proposes adopting a formal Ordinance to state the Town Electric Line Extension Policy.

This process involves the amending of the Town Code of Ordinances. It is of note that the current Code of Ordinances lists water & sewer in Section 18 Utilities; but does not mention Electric service, at all. This oversight should be corrected. As part of adopting the new "Policy", efforts should also be made to create a new Article under Section 18 that designates Electric service as a Utility.

Staff is asking Council to provide direction on how to proceed, in regards to the Electric Line Extension Policy.

**



Request for Town Council Action

**Business
Agenda
Item:** Recreation
Occupancy
and Use
Ordinance
Date: 6/19/2026

Subject: Recreation Facilities Access, Occupancy and Use Ordinance
Department: Parks and Recreation Department
Presented by: Parks and Recreation Director - Gary Johnson
Presentation: Business Agenda Item

Issue Statement

The Parks and Recreation Department is requesting adoption of a Recreation Facilities Access, Occupancy and Use Ordinance

Financial Impact

Amount of Bid & Agreement: N/A

Action Needed

The Parks and Recreation Department is requesting adoption of a Recreation Facilities Access, Occupancy and Use Ordinance

Recommendation

Adoption of the Recreation Facilities Access, Occupancy and Use Ordinance

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Ordinance information
3. Draft Ordinance Occupancy and Use



Staff Report

**Business
Agenda
Item:** **Recreation
Occupancy
and Use
Ordinance**

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.

The Parks and Recreation Advisory Board voted unanimously for the adoption of a policy and/or ordinance to regulate the access, occupancy and use within parks, open spaces and recreational facilities.

The Parks and Recreation Department is requesting approval of the Ordinance Regulating Recreation Facilities Access, Occupancy and Use.

Town of Smithfield

Recreation Facilities Access, Occupancy, and Use Ordinance

Section 1. 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 2. 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 3. 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 4. 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 5. 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 6. 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 Linger 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 6A. 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 7. 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 8. 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 9. 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 10. 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 11. 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.

Town of Smithfield

Ordinance No. 529 – 2026

An Ordinance Amending Chapter 12, Parks and Recreation, to Add Section 12-110 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 1. 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 2. 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.

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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.

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10. Other designated recreational facilities.

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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

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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.

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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.

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2. Interferes with reserved use;
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D. Administrative Authority

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2. Rental fees;
3. Time limits;
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Authorized Parks and Recreation personnel and law enforcement officers may enforce this ordinance.

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1. Verbal warning;
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6. Suspension of reservation or facility privileges; or
7. Trespass warning or exclusion in accordance with applicable law.

Section 10. 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 11. 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 _____ **day of** _____, 2026.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk