



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, May 19, 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
May 19, 2026
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations:

Page:

- 1. FY 24-25 Annual Audit Results**
(Finance Director – Tracy Stubblefield) See attached information.....1

Public Hearings:

- 1. Zoning Amendment Request (ZA-25-05):** Town staff has been directed by the Town Council to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates. The Town Council is respectfully requested to review the amendments for recommendation of approval, approval with changes or denial.
(Planning Director – Brent Reck) See attached information.....2
- 2. Rezoning Request (RZ-26-02):** The Town Council is respectfully requested to consider a zoning amendment to rezone a ±50.8-acre parcel, located at 2614 Buffalo Rd, Smithfield from R-20A (Residential-Agriculture) to LI (Light Industrial).
(Planning Director – Brent Reck) See attached information.....14
- 3. Special Use Permit Request (SUP-26-01):** The Cloak & Dagger tattoo establishment is requesting a special use permit to operate at 103 N. Seventh Street, Smithfield, which is within the B-2 General Business zoning district.
(Planning Director – Brent Reck) See attached information.....29

Citizens Comments:

Consent Agenda Items:

- 1. Approval of Minutes**
 - a. April 16, 2026 – Recessed Budget Session.....49
 - b. April 16, 2026 – Closed Session (Under a separate cover)

- 2. Consideration and request for approval of Resolution No. 806 to adopt a South Water District Water Supply Plan in accordance with NC G.S. 143-355 (I):** This official plan has been created, submitted and accepted by NCDEQ. Official acceptance will be finalized once adopted by Resolution of the Smithfield Town Council.
(Public Utilities Director – Ted Credle) See attached information.....54

- 3. Consideration and request for permission to remove the old DAV house located at 1500 Buffalo Rd.:** The Council is requested to approve removal of the old DAV house through the process of burning down as a training opportunity for the Smithfield Fire Department.
(Interim Town Manager – Kimberly Pickett) See attached information.....63

Business Items:

- 1. Consideration and request for review of the Downtown Business District Feedback Survey:** The Council is being respectfully requested to review the survey and recommendations from staff feedback for benchmarks moving forward in the Town’s Municipal Service District (MSD).
(Interim Town Manager – Kimberly Pickett) See attached information.....65

- 2. Consideration to enter into a Grant Contract with NCLWF for the College Pond Retrofit Project:** On October 10, 2025, the Town of Smithfield was notified that it had been awarded grant funding in the amount of \$783,351 from the NC Land and Water Fund (NCLWF) Board of Trustees for the 2025-1003 Smithfield College Pond Retrofit Project. The Council is respectfully requested to approve or deny the grant contract.
(Interim Town Manager – Kimberly Pickett) See attached information.....89

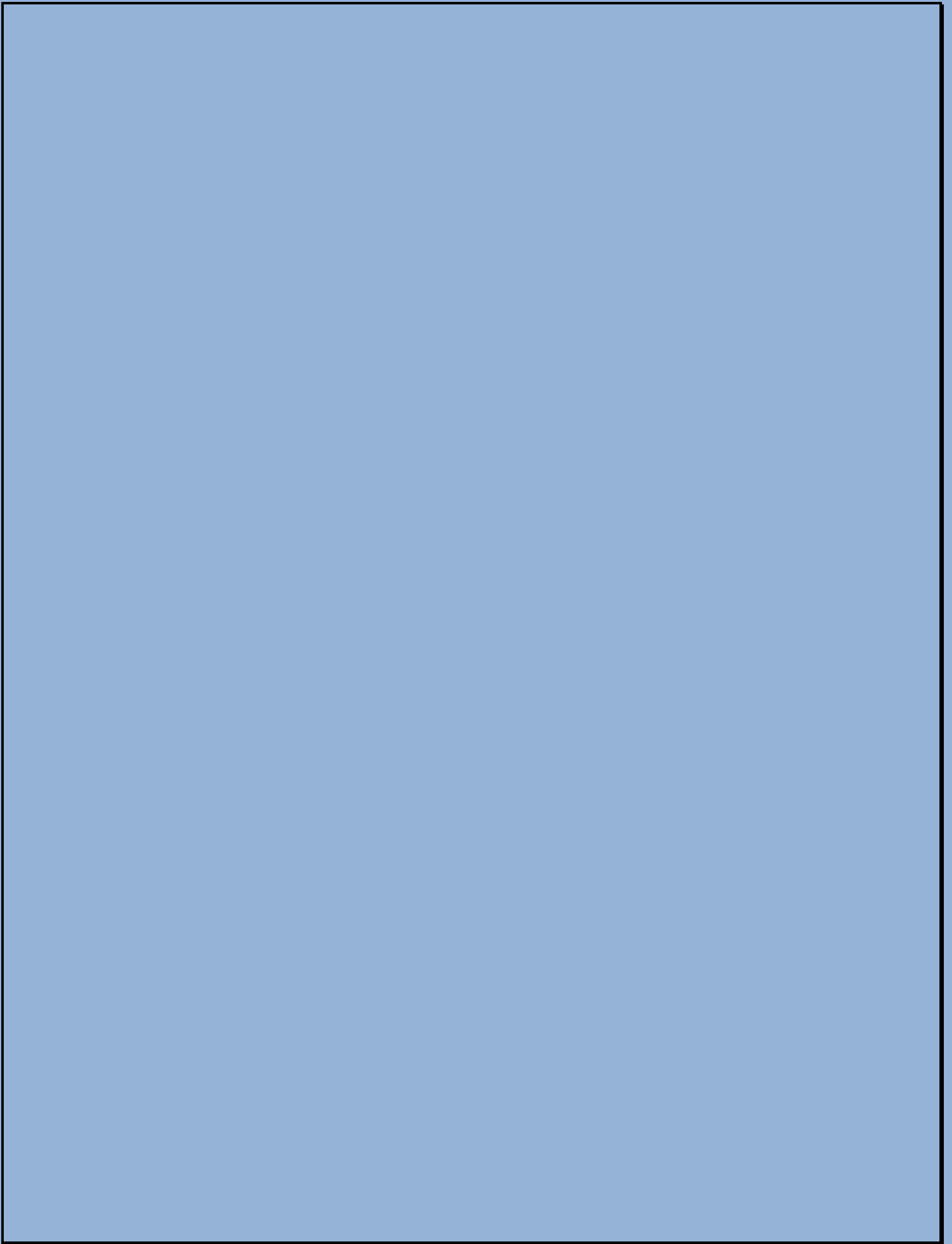
- 3. Consideration and request for review of the FY 2026-2027 Interim Manager’s Proposed Budget and Fee Schedule:** The Town Council is respectfully being asked to review and discuss the Interim Manager’s proposed FY 2026–2027 Budget and Fee Schedule prior to the public hearing for Proposed Annual Budget.
(Interim Town Manager – Kimberly Pickett) See attached information.....114

Councilmember’s Comments

Town Manager’s Report

Adjourn

Presentations





Request for Town Council Action

Presentation: FY2024-
25 Audit
Date: 05/19/2026

Subject: Presentation of FY24-25 Annual Audit Results
Department: Finance Department
Presented by: Finance Director – Tracy Stubblefield
Presentation: Presentation

Issue Statement

Thompson, Price, Scott, Adams & Co., PA (TPSA) will present FY2025 audit results. The Annual Financial Report provides readers (Town council members, citizens, bondholders, customers, vendors, lenders, bond rating agencies, LGC, granting agencies, etc.) with information useful in assessing the financial condition of the town and for making decisions.

Financial Impact

None

Action Needed

Make motion to accept the results of the FY2024-2025 audit as presented

Recommendation

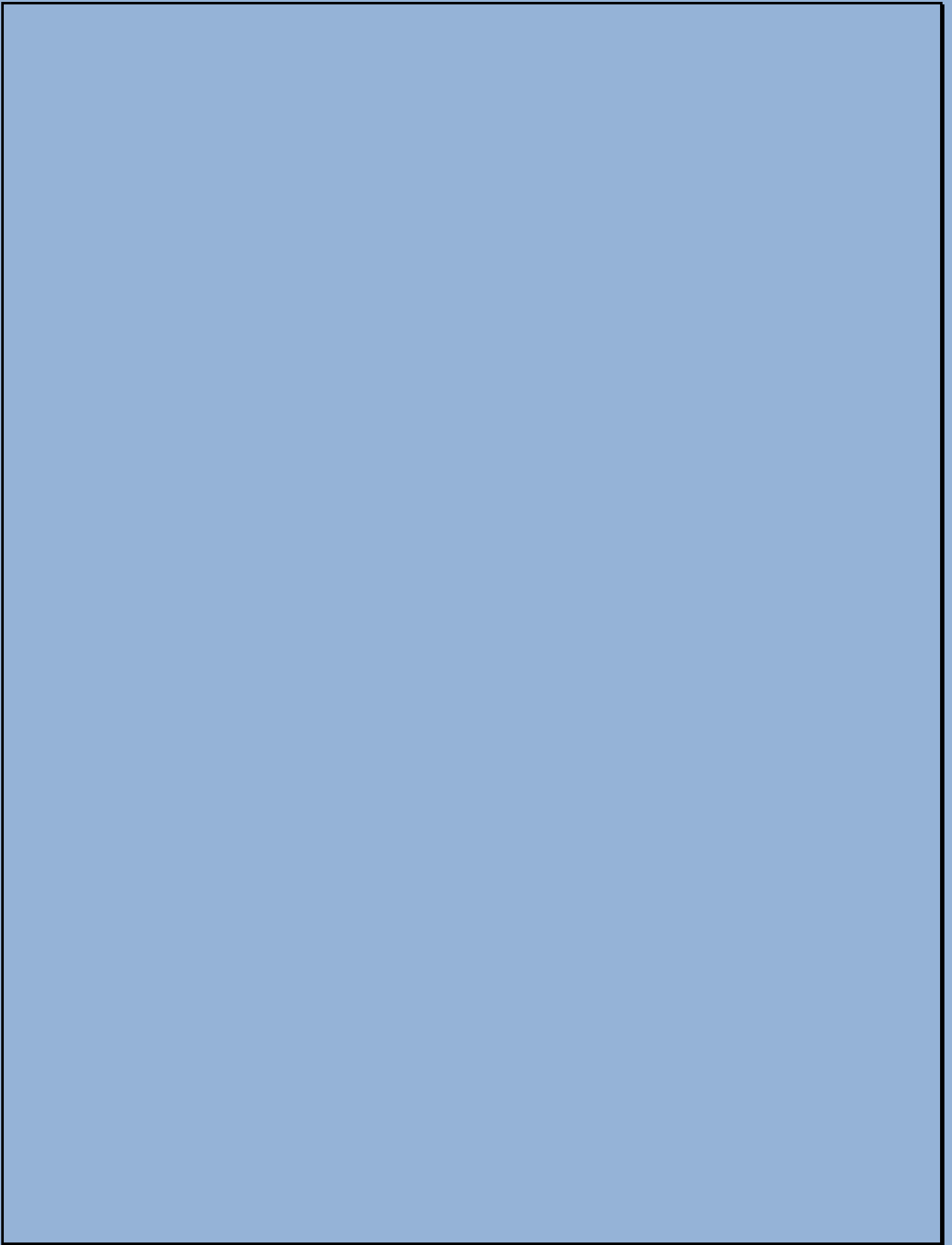
Approve the acceptance of the results of the FY2024-2025 audit as presented

Approved: Town Manager Town Attorney

Attachments:

1. Will be provided by Thompson, Price, Scott, Adams & Co., PA at the meeting

Public Hearings





Request for Town Council Action

**Public
Hearing:** ZA-25-05
Date: 05/19/2026

Subject: Zoning Text Amendment
Department: Planning Department
Presented by: Brent Reck – Planning Director
Presentation: Public Hearing

Issue Statement

A public hearing is respectfully requested to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates.

Financial Impact

None.

Action Needed

The Smithfield Town Council is respectfully requested to review the zoning text amendment provided in staff's report and determine whether to recommend approval, recommend approval with changes, or recommend denial of the request

Recommendation

Planning Staff recommends Town Council approval of zoning text amendment ZA-25-05 with a statement declaring the request is consistent with the Town of Smithfield's Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public's interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Application
3. Consistency Statement
4. Draft Zoning Text Amendment
5. Publishing Affidavit



Staff Report

Public
Hearing: ZA-25-05

OVERVIEW:

The Town Staff has been directed by the Town Council to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates.

The proposed text amendment consists of six (6) total amended sections broken into three (3) parts;

1. Revise Sections 3.3.3.3. and 3.3.3.5.4. – To redefine quorum.
2. Revise Sections 3.4.2.6.1. and 3.4.2.6.3. – To define the 'secretary role', and correct some general language.
3. Revised Sections 4.6.4.1. and 4.10.4. – To amend language for Town Council notice requirements and Board of Adjustments Voting.

PROPOSED AMENDED SECTIONS SUMMARY:

Section 3.3.3.3. This section has minor amendments such as allowing the UDO Administrator to assign other staff members to serve as Secretary and advisor to the board. Also, the Town has no Building Inspector on staff.

This text is being amended because the current ordinance requires a quorum of 4 members to conduct business, whereas a quorum is the majority of the members, excluding vacant seats, which in some instances could be less than 4 members.

Section 3.3.3.5.4. This section is being updated to reflect that a quorum shall consist of a majority of Commission members, excluding vacant seats.

Section 3.4.2.6.1. This section is being updated to replace gender-specific language with gender-neutral terminology.

Section 3.4.2.6.3. This section is being amended to clarify that the UDO Administrator can assign other staff members to serve as Secretary and advisor to the board.

Section 4.6.4.1. This section is being updated to reflect current practices for receiving the Planning Board recommendations.

Section 4.10.4. Amended BOA voting to exactly reflect NCGS 160D 406(i).

CONSISTENCY STATEMENT (STAFF OPINION):

Staff finds the zoning text amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

PLANNING BOARD DECISION:

On May 7th 2026 the Planning Board made a unanimous decision to *recommend approval* to Town Council.

RECOMMENDATION:

Planning Staff is recommending Town Council approve the zoning text amendment ZA-25-05, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the request is reasonable and in the public interest.

STAFF RECOMMENDED MOTION:

“Move to recommend approval of zoning text amendment, ZA-25-05, finding the amendment consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”



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

Petition for Amendment to the Unified Development Ordinance

Pursuant to Article 4 of the Town of Smithfield Unified Development Ordinance, Proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. The application for any amendment shall contain a description of the proposed zoning regulation.

APPLICANT INFORMATION:

Stephen Wensman

350 E Market Street

Petitioner's Name

Address or PO Box

Smithfield

919-934-2116

City, State, Zip Code

Telephone

Proposed amendment to the Town of Smithfield Unified Development Ordinance:

Amend Sec. 3.3.3.1, 3.3.3.3,3.3.3.5.4, 3.4.2.2, 3.4.2.6.3, 4.6.4.1, 4.10.4to amend board composition, quorum definition and other minor updates,

and Article 4, Section 4.6.4 to reflect current practice as to when Planning Board recommendations shall be received by the Town Council

(Attach additional sheets as necessary)

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.

Stephen Wensman

Digitally signed by Stephen Wensman
Date: 2025.12.22 08:50:22 -05'00'

12/22/25

Signature of Petitioner

Date

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Amount Paid: _____

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
ZA-25-05**

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

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

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

- **IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE AMENDMENT,**

That the final action regarding zoning ordinance amendment ZA-25-05 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the regularly scheduled meeting of Town Council; and

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

- **IN THE EVENT THAT THE MOTION TO RECOMMEND APPROVAL OF THE ORDINANCE FAILS,**

That the final action regarding zoning ordinance amendment ZA-25-05 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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

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

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

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

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

PART 1

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

...

3.3.3. Creation and Organization.

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

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

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

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

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

3.3.3.4. Offices and Duties.

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

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

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

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

3.3.3.5. Meetings.

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

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

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

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

...

PART 2

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

3.4.2. Creation and Organization.

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

3.4.2.2. Membership and Vacancies. The Board of Adjustment shall consist of five (5) regular members and two (2) alternate members. Four (4) members and one (1) alternate member shall be citizens and residents of the town and shall be appointed by the Smithfield Town Council. One (1) member and one (1) alternate member shall be citizens and residents of the extraterritorial jurisdiction surrounding the Town of Smithfield, as described pursuant to G.S. § 160D-307 and shall be appointed by the Board of County Commissioners of Johnston County, upon receipt of a resolution from the Town Council requesting that such appointments be made. If the Board of County Commissioners fails to make the appointments requested within ninety (90) days of receipt of the resolution, the Town Council shall make the appointments. The Town Council will ensure that proportional representation on the Board of Adjustments shall be maintained in accordance with G.S. § 160D-307, as amended. Alternate members shall not be entitled to vote on matters before the Board of Adjustment except when a regular Board of Adjustment member is absent from a duly called meeting. In that situation, the alternate shall have the same privileges as the regular members and may count for quorum purposes and vote if a regular member is absent.

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

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

3.4.2.4. Meetings of the Board of Adjustment.

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

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

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

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

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

3.4.2.5. Quorum and Voting.

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

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

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

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

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

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

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

3.4.2.6. Board of Adjustment Officers and Duties.

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

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

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

PART 3

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

4.6.4. Action by the Town Council.

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

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

...

4.10.4. Board of Adjustment Action/Voting.

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

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

PART 4

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

PART 5

That these amendments of the Unified Development Ordinance shall become effective upon adoption. Duly adopted this the ____ of _____, 2026.

M. Andy Moore, Mayor

ATTEST

Elaine Andrews, Town Clerk

DRAFT

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, 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. 6, 2026

NOTICE ID: MwacBgh9aJZWN0OZvOg7

NOTICE NAME: TC 5.19.26 2nd Run

Publication Fee: 90.80

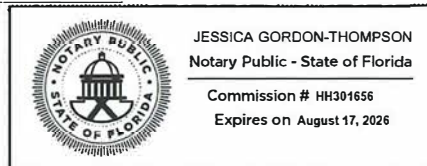
I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 05/06/2026

J. Ra

Notary Public

Notarized remotely online using communication technology via Proof.

Town of Smithfield Town Council Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, May 19th, 2026, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ZA-25-05: Public hearing for a revised request by the Town of Smithfield Planning Department to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates.

RZ-26-02: Public hearing to review a request by applicant Donna Barbour Oldham for a general rezoning of her ±51.01 acre tract. The existing tract is currently zoned R-20A (Residential-Agricultural). The applicant is requesting to rezone the tract to be entirely L-1 (Light Industrial). This parcel is located at 2614 Buffalo Road and is further identified by Johnston County Tax ID 14K09195C.

SUP-26-01: Drew and Mandy Lockamy with Cloak & Dagger Tattoo are seeking a special use permit to utilize property located within the B-2 (General Business) zoning district for a tattoo establishment. The property considered for approval is located at 103 N. Seventh Street, behind the Old Pontiac Building. The property is further identified by the Johnston County Tax ID 15021009.

All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919)934-2116 ext. 1109 or online at www.smithfield-nc.com.

The Johnstonian
May 6, 2026



Request for Town Council Action

**Public
Hearing:** RZ-26-02
Date: 05/19/2026

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

Issue Statement

Donna Barbour Oldham is requesting a zoning map amendment to rezone a ±50.8 acre parcel, located at 2614 Buffalo Rd, Smithfield, NC 27577.

Financial Impact

None.

Action Needed

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

Recommendation

Staff recommends approval of the rezoning, RZ-26-02, with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Application & Narrative
3. Consistency Statement
4. Presentation Maps
5. Adjacent Property Owners
6. Adjacent Property Owners Notification Certification
7. Public Hearing Publishing Affidavit



Staff Report

**Public
Hearing: RZ-26-02**

REQUEST:

Donna Barbour Oldham is requesting a zoning map amendment to rezone a ±50.8 acre parcel from R-20A (Residential-Agriculture) to LI (Light Industrial). The property is located at 2614 Buffalo Rd, Smithfield, NC 27577, the property is further identified by Johnston County Tax ID 14K09195C.

PROPERTY LOCATION:

The property is located at 2614 Buffalo Rd, Smithfield, NC 27577 on the south side of Buffalo Road across from Rebirth Deliverance Ministries Church.

CURRENT SITE DATA:

Tax ID#	14K09195C
Acreage:	±50.8 acres
Present Zoning:	R-20A (Residential/Agricultural)
Proposed Zoning:	LI (Light Industrial)
Existing Use:	Residential/Agriculture
Proposed Use	Light Industrial
Town/ETJ:	ETJ
Fire District:	Selma
School Impacts:	None
Parks and Recreation:	None
Water Provider:	Johnston County
Sewer Provider:	Johnston County
Electric Provider:	Duke

EXISTING CONDITIONS/ENVIRONMENTAL:

The parcel is comprised of a single-family residence, agricultural fields, and a few miscellaneous farm buildings. An un-named intermittent stream crosses the northwestern and *possibly* the southwestern portion of the property. The property is also within the WS-IV-PA protected area watershed overlay district which requires more restrictive stormwater management.

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

	Zoning	Existing Land Uses
North	R-20A	Residential, Place of Worship
South	R-20A	Residential
East	R-20A	Residential
West	R-20A	Residential

ANALYSIS:

The ±50.8 acre parcel is near the eastern boundary of the Town's ETJ along Buffalo Road. Should the applicant choose to do so, they could submit a formal annexation petition to 'satellite annex' the property into Town of Smithfield corporate limits. Town of Smithfield utilities are near the property and could be extended to service the site.

COMPREHENSIVE PLAN. The Comprehensive Plan Future 'Land Use Map' has this area guided for Industrial/Employment.

CONSISTENCY STATEMENT (Staff Opinion):

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

- **Consistency with the Comprehensive Growth Management Plan -** *The development is consistent with the town's comprehensive plan.*
- **Consistency with the Unified Development Code –** *The site will be developed in accordance with the Light Industrial standards and WS-IV-PA standards.*
- **Compatibility with Surrounding Land Uses –** *With proper buffering and good site development, the property considered for rezoning could be compatible with surrounding land uses. While not in our jurisdiction, less than a mile away on Buffalo Road is the oil terminal industrial park in Selma.*

PLANNING BOARD DECISION:

On April 2nd, 2026 the Planning Board vote was split 4 – 3. The rezoning did not receive a recommendation for approval.

RECOMMENDATION:

Staff recommends approval of RZ-26-02 with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan, and other adopted plans, and that the amendment is reasonable and in the public interest.

RECOMMENDED MOTION:

Staff recommends the following motion:

“Motion to recommend approval of zoning map amendment, RZ-26-02, finding it consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”



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

REZONING APPLICATION

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

Name of Project: Lincoln Barbour Farm Acreage of Property: 51.01 +/-
 Parcel ID Number: 14-K-09-195-C Tax ID: _____
 Deed Book: 956 Deed Page(s): 255
 Address: 2614 Buffalo Rd, Smithfield NC 27577
 Location: ~ 1/4 mile from intersection of Buffalo Rd and existing Hwy 70 Bypass (future Interstate 42)

Existing Use: Agriculture Proposed Use: Light Industrial
 Existing Zoning District: R20-A
 Requested Zoning District: LI
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: <u>RZ-26-02</u>	Date Received: <u>3-9-2026</u>	Amount Paid: <u>\$400.00</u>
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APPLICANT AFFIDAVIT

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

Donna B Oldham

Print Name

Donna B Oldham

Signature of Applicant

3/9/26

Date



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

OWNER'S CONSENT FORM

Name of Project: Lincoln Barbour Farm Submittal Date: 3/9/26

OWNERS AUTHORIZATION

I hereby give CONSENT to Donna Barbour Oldham (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.

Edwin J. Barbour Edwin J Barbour 3/9/2026
Signature of Owner *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Donna B Oldham Donna B Oldham 3/9/26
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: RZ-26-02 Date Received: 3-9-2026 Parcel ID Number: _____
 20



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

OWNER'S CONSENT FORM

Name of Project: Lincoln Barbour Farm Submittal Date: 3/9/26

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I hereby give CONSENT to Donna Barbour Oldham (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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Joan Herrell Joan Herrell 3-08-26
 Signature of Owner Print Name Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Joan Herrell Joan Herrell 3-08-26
 Signature of Owner/Applicant Print Name Date

Donna B Oldham Donna B Oldham 3/9/26

FOR OFFICE USE ONLY

File Number: Date Received: Parcel ID Number:

March 9, 2026

Town of Smithfield Rezoning Application Justification Statement

RE: Lincoln Barbour Farm at 2614 Buffalo Rd, Smithfield NC 27577
Request to rezone from Agricultural/Residential to Light Industrial

Upon much consideration, the heirs to the above referenced property have agreed that continued Agricultural/Residential use of the property may no longer represent the highest and best use of the property given several factors.

The property's location in proximity to the intersection of Buffalo Road and future Interstate 42 offers an ideal opportunity for development that would better serve the community's economic needs. At approximately 51 acres, the tract is large enough to accommodate a wide variety of light industrial uses and can provide flexibility for minimizing impacts on adjacent properties. Additionally, rezoning the property would contribute to the local tax base while providing local employment opportunities and economic diversification for the area.

We respectfully submit that rezoning to Light Industrial is an appropriate transition in land use based on current development goals and the evolving character of the area.

Thank you for your consideration.

**THE TOWN OF SMITHFIELD
TOWN COUNCIL
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
RZ-26-02**

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

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

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

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

That the Town Council recommendation regarding map amendment RZ-26-02 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

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

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

That the final recommendation regarding zoning map amendment RZ-26-02 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

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

*** DISCLAIMER ***
Johnston County assumes no legal responsibility for the information represented here.



RZ-26-02 Oldham Rezoning

File Number:
RZ-26-02

Project Name:
Oldham Rezoning

Location:
2614 Buffalo Rd,
Smithfield, NC 27577

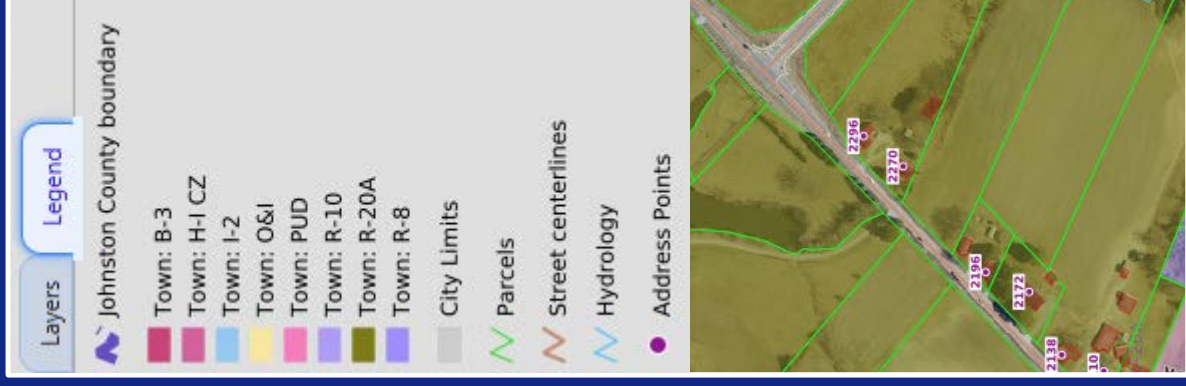
Tax ID#:
14K09195C

Existing Zoning:
R-20A

Property Owner:
BARBOUR, B
LINCOLN

Applicant:
Timothy Peedin

City/ETJ:
ETJ



RZ-26-02 Adjacent Property Owner List

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
14K09195C	BARBOUR, B LINCOLN		1222 BUFFALO RD		SMITHFIELD, NC 27577-7443
14057001G	HAYWOOD, MILES	HAYWOOD, SHANNON	209 CREEK RD		BEAUFORT, NC 28516-6601
14057004A	WOLFPACK INVESTORS, LLC		PO BOX 148		SMITHFIELD, NC 27577-0148
14075022A	WOLFPACK INVESTORS, LLC		PO BOX 148		SMITHFIELD, NC 27577-0148
14075016C	STANCIL, RALPH WARREN	STANCIL, AMBER SELLERS	2525 BUFFALO RD		SMITHFIELD, NC 27577-7422
14075018B	SMITH, KEVIN PALMER	SMITH, ERIN MARETT	2480 BUFFALO RD		SMITHFIELD, NC 27577-7423
14L09034E	CREECH, CONNIE EASON		117 EASON DRIVE		SMITHFIELD, NC 27577-7206
14075018	WOLFPACK INVESTORS, LLC		PO BOX 148		SMITHFIELD, NC 27577-0148
14K09018A	LAKEGIRL PROPERTIES LLC		423 BATTEN POND RD		SELMA, NC 27576-8205
14L09034G	CHAVEZ, ISIAH DOMINIC		385 EASON DR		SMITHFIELD, NC 27577-6807
14L09032E	PETERSON, J V JR		2853 BUFFALO RD		SMITHFIELD, NC 27577-7416
14L09033	GUIN, TIMOTHY	STANLEY-GUIN, JONI SHAYLA	2827 BUFFALO RD		SMITHFIELD, NC 27577-7416
14L09033V	REBIRTH DELIVERANCE MINISTRIES, INC.		2735 BUFFALO RD		SMITHFIELD, NC 27577-7417
14L09033C	EASON, SHIRLEY F. JOINT TENANTS (WROS)	POWELL, DANA EASON JOINT TENANTS (WROS)	2789 BUFFALO RD		SMITHFIELD, NC 27577-7417
14L09033W	PANIAGUA, JOSE		389 TRALEE DR		SMITHFIELD, NC 27577-9645
14057001K	HAYWOOD, MILES	HAYWOOD, SHANNON	209 CREEK RD		BEAUFORT, NC 28516-6601
14L09031	LARRY B HILL REVOCABLE TRUST	HILL, LARRY B TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-7416
14L09033T	CREECH, CONNIE E		117 EASON DR		SMITHFIELD, NC 27577-0000
14L09033X	REBIRTH DELIVERANCE MINISTRIES, INC.		2735 BUFFALO RD		SMITHFIELD, NC 27577-7417
14057001A	SULLIVAN, SHIRLEY P. JOINT TENANTS (WROS)	MUSTGRAVE, TANYA S. JOINT TENANTS (WROS)	1505 E BOOKER DAIRY RD		SMITHFIELD, NC 27577-9472
14L09033I	KIRKS, KIMBERLEY K.		5624 RAYNOR RD		GARNER, NC 27529-9455
14057001F	HAYWOOD, MILES	HAYWOOD, SHANNON S	209 CREEK RD		BEAUFORT, NC 28516-6601
14057002	STANCIL, CARL THOMAS	STANCIL, JULIE LYNNE	2704 BUFFALO RD		SMITHFIELD, NC 27577-7418
14L09033B	WOOLDRIDGE, DONALD	WOOLDRIDGE, HEATHER	2809 BUFFALO ROAD		SMITHFIELD, NC 27577-0000
14L09032A	LARRY B HILL REVOCABLE TRUST	HILL, LARRY B TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-7416
14L09034F	REBIRTH DELIVERANCE MINISTRIES, INC.		2735 BUFFALO RD		SMITHFIELD, NC 27577-7417
14L09032B	LARRY B HILL REVOCABLE TRUST	HILL, LARRY B TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-0000
14L09033D	LARRY B HILL REVOCABLE TRUST	HILL, LARRY B TRUSTEE	2899 BUFFALO RD		SMITHFIELD, NC 27577-0000
14L09033J	CORBETT, JANE C LIFE ESTATE	CORBETT, WALTER J LIFE ESTATE	2926 BUFFALO RD		SMITHFIELD, NC 27577-7413
14K09018	LAKEGIRL PROPERTIES LLC		423 BATTEN POND RD		SELMA, NC 27576-8205
14L09033E	HALE, JOHN MICHAEL JR		96 EASON DR		SMITHFIELD, NC 27577-7253
14L09033Y	MARZBANI, SIAMAK	MARZBANI, REBECCA	104 CHARMWOOD CT		CARY, NC 27518-7102
14L09034C	ROBERSON, WILLIAM L. JR	ROBERSON, GWENDOLYN D	2619 BUFFALO RD		SMITHFIELD, NC 27577-7420



PLANNING DEPARTMENT
Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS' CERTIFICATION

I, Micah Woodard, hereby certify that downtown property owners were notified by First Class Mail on 5/7/26 of the Public Hearing on May 19th, 2026, for following petition(s), ZA-25-05, RZ-26-02, and SUP-26-01.

Signature

Johnston County, North Carolina

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

7th day of May, 2026

Notary Public Signature

Notary Public Name

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



AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, 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. 6, 2026

NOTICE ID: MwacBgh9aJZWN0OZvOg7

NOTICE NAME: TC 5.19.26 2nd Run

Publication Fee: 90.80

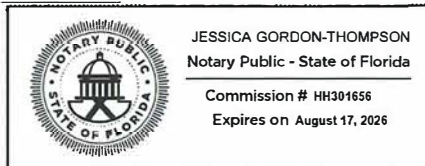
I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 05/06/2026

J. Ra

Notary Public

Notarized remotely online using communication technology via Proof.

Town of Smithfield Town Council Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, May 19th, 2026, at 7:00 P.M. in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ZA-25-05: Public hearing for a revised request by the Town of Smithfield Planning Department to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates.

RZ-26-02: Public hearing to review a request by applicant Donna Barbour Oldham for a general rezoning of her ±51.01 acre tract. The existing tract is currently zoned R-20A (Residential-Agricultural). The applicant is requesting to rezone the tract to be entirely L-I (Light Industrial). This parcel is located at 2614 Buffalo Road and is further identified by Johnston County Tax ID 14K09195C.

SUP-26-01: Drew and Mandy Lockamy with Cloak & Dagger Tattoo are seeking a special use permit to utilize property located within the B-2 (General Business) zoning district for a tattoo establishment. The property considered for approval is located at 103 N. Seventh Street, behind the Old Pontiac Building. The property is further identified by the Johnston County Tax ID 15021009.

All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919)934-2116 ext. 1109 or online at www.smithfield-nc.com.

The Johnstonian
May 6, 2026



Request for Town Council Action

Public
Hearing: SUP-26-01
Date: 05/19/2026

Subject: Cloak & Dagger (Tattoo Establishment) SUP
Department: Planning Department
Presented by: Planning Director – Brent Reck
Presentation: Public Hearing

Issue Statement

Cloak & Dagger is requesting a special use permit to operate a tattoo establishment within 103 N. Seventh St, Smithfield, NC 27577.

Financial Impact

None

Action Needed

The Town Council is requested to hold a public hearing to review the application and to provide feedback to the applicant.

Recommendation

None

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Application
3. Finding of Facts
4. Presentation Map
5. Design Layout
6. Adjacent Property Owners
7. Adjacent Notification Certifications
8. Publishing Affidavit



Staff Report

Public Hearing: SUP-26-01

REQUEST:

Cloak & Dagger is requesting a special use permit to operate a tattoo establishment within 103 N. Seventh St, Smithfield, NC 27577.

APPLICATION DATA:

Owner:	Kelly Griffin (Grace Homemade International, LLC)
Applicant:	Drew & Mandi Lockamy (Cloak & Dagger)
Tax ID Number:	15021009
Town Limits/ETJ:	Town Limits
Acreage:	1.15
Present Zoning:	B-2CZ (General Business District-Conditional)
Existing Use:	Vacant Building
Proposed Use:	Tattoo Establishment/Office
Water Service:	Town of Smithfield
Sewer Service:	Town of Smithfield
Electrical Service:	Town of Smithfield

PROJECT LOCATION:

The location proposed for the tattoo establishment is 103 N. Seventh St. It is the 2,347sqft. 'garage' located behind the old Pontiac building. Property owner *Grace Homemade International, LLC* intends to use half of the space for an office, and the other half will be for Cloak & Dagger.

ADJACENT ZONING AND LAND USES:

	Zoning	Existing Land Use
North:	B-2	Child Care Facility
South:	B-2	Commercial Offices
East:	B-2	Convenience Store
West:	B-2	Multi-Tenant Retail/Services

ENVIRONMENTAL:

There are no present environmental issues on the site.

STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting a Special Use Permit (SUP) to operate a tattoo establishment within the Downtown B-2 General Business District. This area contains a mix of retail and personal service uses, including restaurants, retail shops, barbershops, and salons. The proposed tattoo establishment is not expected to have any adverse impacts on the surrounding area and will be compatible with the existing mix of uses.

The property owner, *Grace Homemade International, LLC*, recently received conditional rezoning approval from the Smithfield Town Council on February 17, 2026, to rezone the property from B-2 to B-2 Conditional Zoning (B-2CZ). The approved plan includes renovation of the existing structure, a new parking facility, and construction of a new three-story commercial flex building adjacent to the subject site. Approval of this SUP to allow the tattoo establishment will help support funding for the overall master plan, which is anticipated to result in a significant improvement to the property and surrounding area.

As part of the overall master plan, the site will ultimately include a code-compliant parking lot with paving, striping, and curbing. To address interim parking needs for the proposed tattoo and office uses, the applicant has proposed a *temporary gravel parking area* intended to serve only these uses. Because most tattoo businesses operate primarily by appointment, parking demand is expected to be minimal. Although the proposed gravel parking area does not meet current code requirements (in regard to being un-paved), the applicant has indicated that it is intended as a *temporary solution*. During future site development, this area may be removed to accommodate installation of an underground stormwater management system.

UDO Part III. Quasi-Judicial Procedures; Section. 4.9. Special Use Permits, sub-section 4.9.4.6. allows the Town Council the authority to *impose conditions*, restrictions, and *guarantees* when granting a special use permit. These measures can address things like the use's location, construction, operation, and maintenance, with the goal of protecting the public interest and ensuring compliance with the UDO standards.

Based on this knowledge the Town Council *could* impose a condition, that allows a deviation from parking standards through the special use permit process, but only if:

1. *They link it to one or more of the 8 'finding of fact' found in UDO section 4.9.4.5.*
2. *They document it and possibly attach conditions/guarantees to protect public interest.*

Staff has prepared a draft condition in this report that precedes the eight (8) finding of fact.

PROPOSED FUTURE TEXT AMENDMENT:

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

The draft amendment is as shown below:

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

DRAFT CONDITON/JUSTIFICATION LANGUAGE:

Condition for Temporary Parking Surface:

1. The applicant may utilize a **temporary gravel parking area** to serve the tattoo shop upon commencement of operations, provided that:
 - a) The gravel area is **properly graded, compacted, and drained** to prevent erosion or standing water.
 - b) The gravel area is **clearly delineated** for customer parking and does not encroach into required street yards, buffer yards, or rights-of-way.
 - c) The parking area shall be **paved with asphalt, concrete, or other Town-approved permanent surface** within **36 months*** of the issuance of the Certificate of Occupancy.

*(*Realistic time frame suggested from applicant)*
 - d) The applicant shall provide a **financial guarantee or performance bond**, in a form acceptable to the Town, to ensure completion of paving within the specified timeline.

- e) All other off-street parking requirements in the Town of Smithfield Unified Development Ordinance shall be met, including ingress/egress design and parking space dimensions.

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

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

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

1. Sec. 4.9.4.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare. The project will not be detrimental to or endanger the public health, safety or general welfare. ***The use is regulated by the State, and the use is commonplace in retail establishments around the Country.***
2. Sec. 4.9.4.5.2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ***With correct implementation of the one (1) condition; the use will have no adverse impact on the development or improvements to the surrounding properties.***
3. Sec. 4.9.4.5.3. Adequate utilities, drainage, parking, or necessary facilities have been or are being provided. The development will provide adequate utilities, drainage, parking and necessary facilities. ***With correct implementation of the one (1) condition; the site will have adequate utilities, drainage, parking and other necessary facilities.***
4. Sec. 4.9.4.5.4. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas. ***With correct implementation of the one (1) condition; the use will not create such nuisances.***
5. Sec. 4.9.4.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. Proper

ingress and egress will be provided. *Adequate ingress and egress currently exist and will be maintained.*

6. Sec. 4.9.4.5.6. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property. *The use will have no adverse impacts on the abutting or adjoining properties. All the uses are retail in nature and are supportive of each other in a downtown setting.*
7. Sec. 4.9.4.5.7. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. *With correct implementation of the one (1) condition; the use will be in harmony with the area.*
8. Sec. 4.9.4.5.8. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located. *With correct implementation of the one (1) condition; the proposed use will eventually be in conformance with the UDO requirements.*

RECOMMENDATION:

Staff recommends Town Council that the proposed Special Use Permit request be approved in accordance with the finding of fact and with the one (1) aforementioned condition.

RECOMMENDED MOTION:

"I motion to approve Special Use Permit, SUP-26-01, based on the finding of fact for special use permits and to include the proposed condition."



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

SPECIAL USE PERMIT APPLICATION

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

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

SITE INFORMATION:

Name of Project: Cloak & Dagger Tattoo Studio Acreage of Property: 1.15
 Parcel ID Number: 15021009 Tax ID: 169419-51-8030
 Deed Book: 6808 Deed Page(s): 651
 Address: 601 E. Market Street - Smithfield 27577
 Location: Old Pontiac Site - Downtown

Existing Use: Vaccant Proposed Use: Tattoo Studio

Existing Zoning District: B2

Is project within a Planned Development: Yes No

Planned Development District (if applicable): _____

Is project within an Overlay District: Yes No

Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: SUP-26-01 Date Submitted: 3-12-2026 Date Received: 3-12-2026 Amount Paid: \$400.00

OWNER INFORMATION:

Name: Kelly Griffin (Grace Homemade International, LLC)

Mailing Address: 1250 Wendell Rd - Wendell, NC 27591

Phone Number: 9196162044 **Fax:** na

Email Address: kelly@gracehomemade.com

APPLICANT INFORMATION:

Applicant: Drew & Mandi Lockamy

Mailing Address: 2403 Juniper Church Rd - Four Oaks NC

Phone Number: 919-440-8862 **Fax:** na

Contact Person: Mandi Lockamy

Email Address: Mandilockamy@gmail.com

STATEMENT OF JUSTIFICATION

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

Grace Homemade International, LLC is proposing to lease approximately half (1,012 SF) of the building to Drew and Mandi Lockamy to operate the Cloak and Dagger Tattoo Studio.

The prospective tenant would like to occupy the building prior to starting demolition and construction of the proposed Commercial Flex building. The Commercial Flex Building was approved with Conditional Zoning CZ-25-08 on February 17, 2026.

I proposed to upfit the existing building with HVAC, sewer, water and electrical services as well as what is depicted on the attached floor plan and front elevaton (page A1.0).

I proposed to incorporate curb and gutter with a gravel parking for The Cloak and Dagger studio until the Commercial Flex Building Project is completed as shown on the attached Site Plan (page S1.0).

Cloak & Dagger Hours of Operaton: 11AM - 7PM

Occupying this building will help with the current vagrancy problem.

REQUIRED FINDING OF FACT

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

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

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

- 3) Adequate utilities, drainage, parking, or necessary facilities have been or are being provided
 All utilities and parking will be provided.

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

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
 The Cloak and Dagger Tattoo Studio is a small specialty amenity and will not cause traffic congestion in the public streets.
 The final Site Plan for the Commercial Flex Building is to be desgned to mizimize traffic congestion by providing ingress and egress from both 6th and 7th street.

- 6) That the use will not adversely affect the use or any physical attribute of adjoining or abutting property.
 The Cloak and Dagger Tattoo Studio is a small specialty amenity and will not affect the use or any physical attribute of adjoining or abutting property.

- 7) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.
 Upon approval of The Cloak and Dagger Tattoo Studio will be in harmony with the current surrounding area as well as the future Commercial Flex Building.

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

REQUIRED SITE PLAN INFORMATION

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

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

APPLICANT AFFIDAVIT

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

Kelly E. Griffin
Print Name

Kelly E. Griffin
Signature of Applicant

3/10/26
Date

PROPERTY OWNER

OWNER'S CONSENT FORM

Name of Project: _____ **Submittal Date:** _____

OWNERS AUTHORIZATION

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

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

Signature of Owner *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

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

Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

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

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

Application Number: SUP-26-01 **Name:** Cloak & Dagger (Tattoo)

Request: The applicant seeks a special use permit to utilize property located within the B-2CZ (General Business District - Conditional) zoning district for a tattoo establishment. The property considered for approval is located at 103 N. Seventh St, Smithfield, NC 27577. The property is further identified by the Johnston County Tax ID 15021009.

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

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

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

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

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Special Use Permit Application # SUP-26-01 with one (1) condition(s).*

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-26-01 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-26-01 is hereby:

_____ **approved upon acceptance and conformity with the following one (1) condition(s):**

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

_____ **denied for the noted reasons.**

1. _____

Decision made this ___ day of _____, 2026, while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

SUP-26-01 Cloak & Dagger (Tattoo Establishment)

File Number:
SUP-26-01

Project Name:
Cloak & Dagger (Tattoo Establishment)

Location:
103 N. Seventh St,
Smithfield, NC 27577

Tax ID#:
15021009

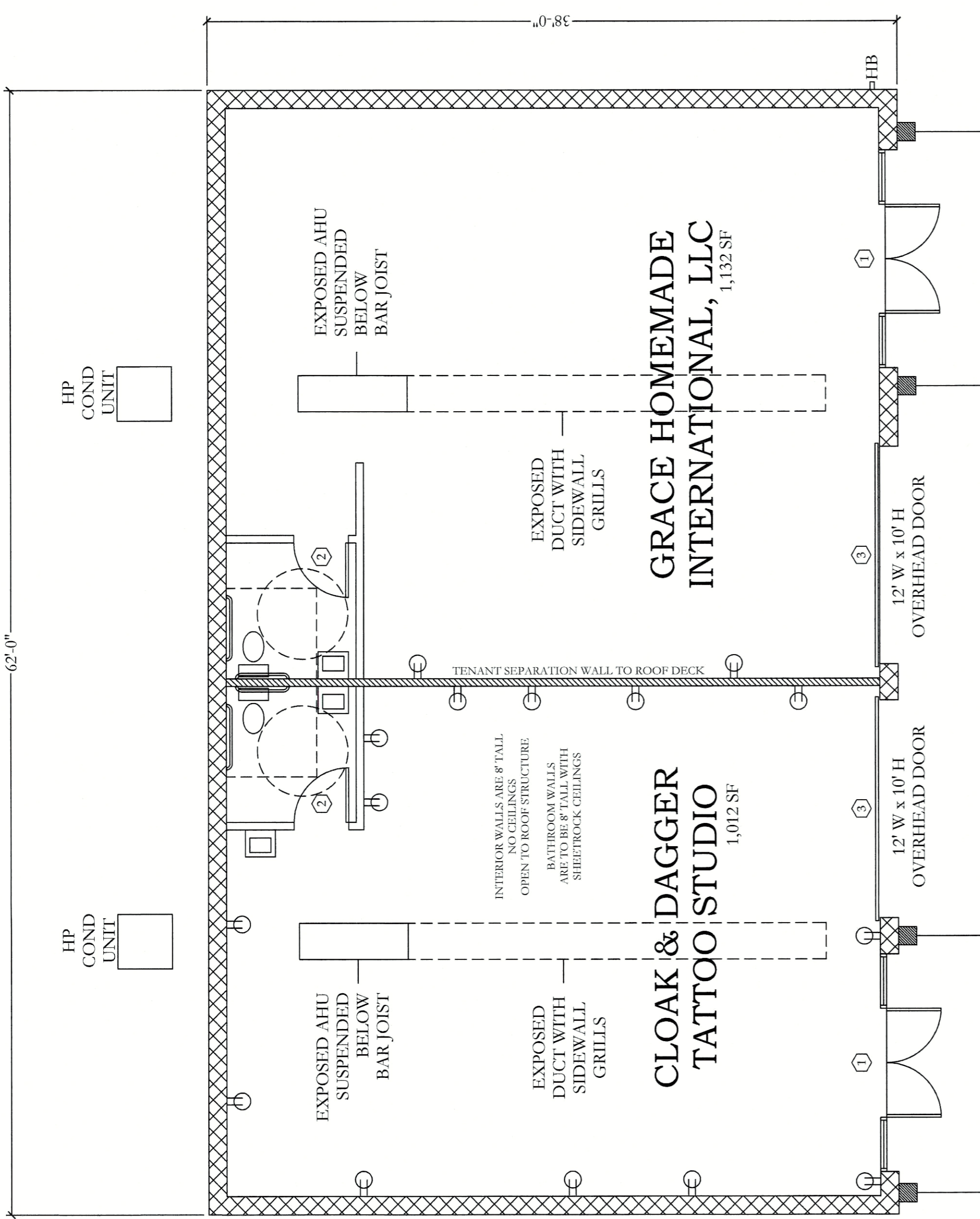
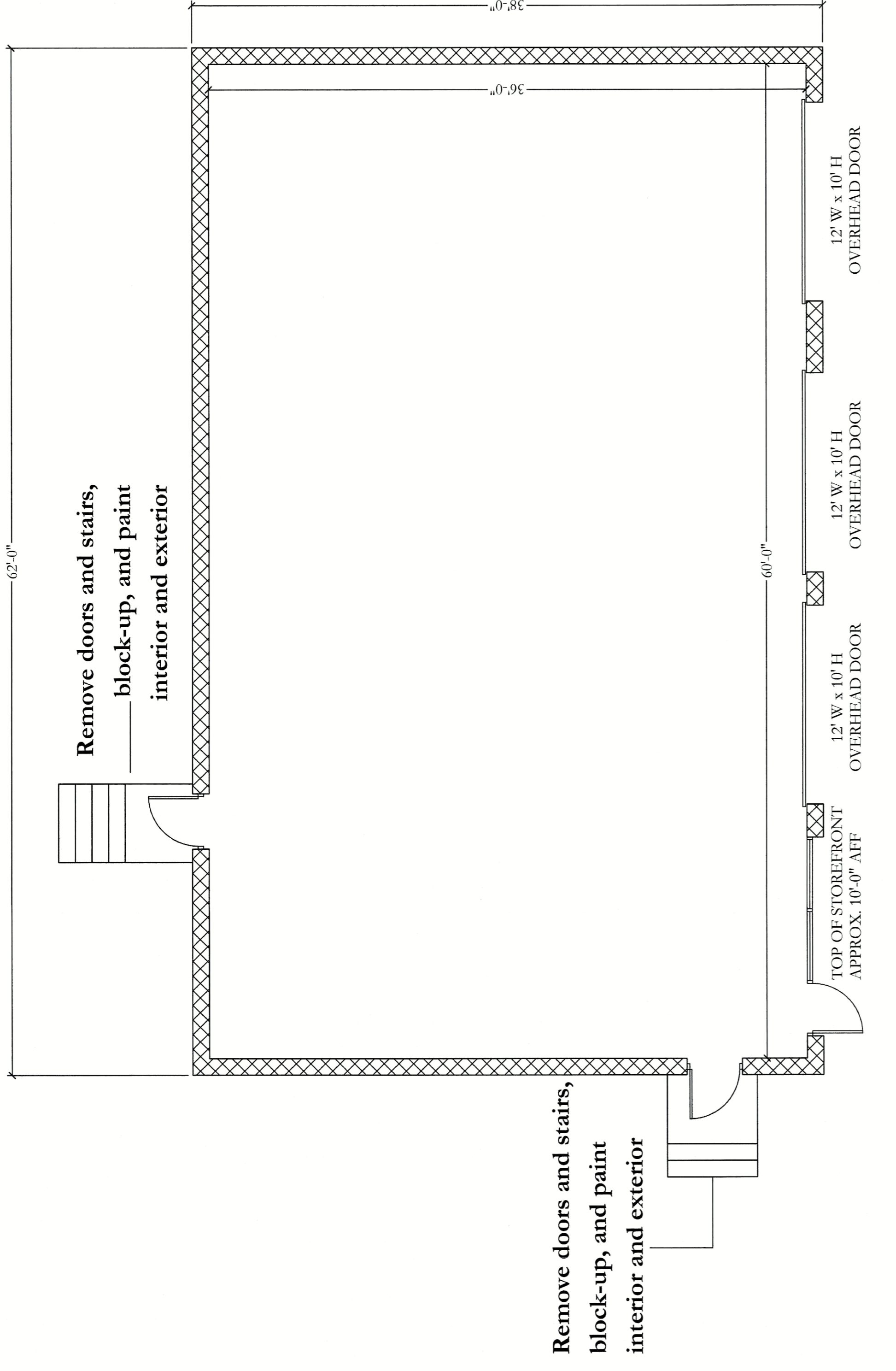
Existing Zoning:
B-2CZ

Property Owner:
Grace
Homemade International,
LLC

Applicant:
Drew & Mandi Lockamy
(Cloak & Dagger)

City/ETJ:
City





FINISH SCHEDULE CLOAK & DAGGER TATTOO

ROOM	FLOOR	BASE	WALLS	CEILING	CEILING HT.
TATTOO PARLOR MAIN AREA	PATCHED & SEALED CONCRETE	NONE	UNPAINTED SHEETROCK	EXPOSED STRUCTURE	15'
RESTROOM 1	PATCHED & SEALED CONCRETE	NONE	UNPAINTED SHEETROCK	UNPAINTED SHEETROCK	8'

NOTE: AHU AND DUCTWORK IS TO BE PAINTED BLACK TO MATCH THE CEILING
 NOTE: INSULATION: ALL RESTROOM WALLS AND CEILING TO RECEIVE SOUND BATT INSULATION.

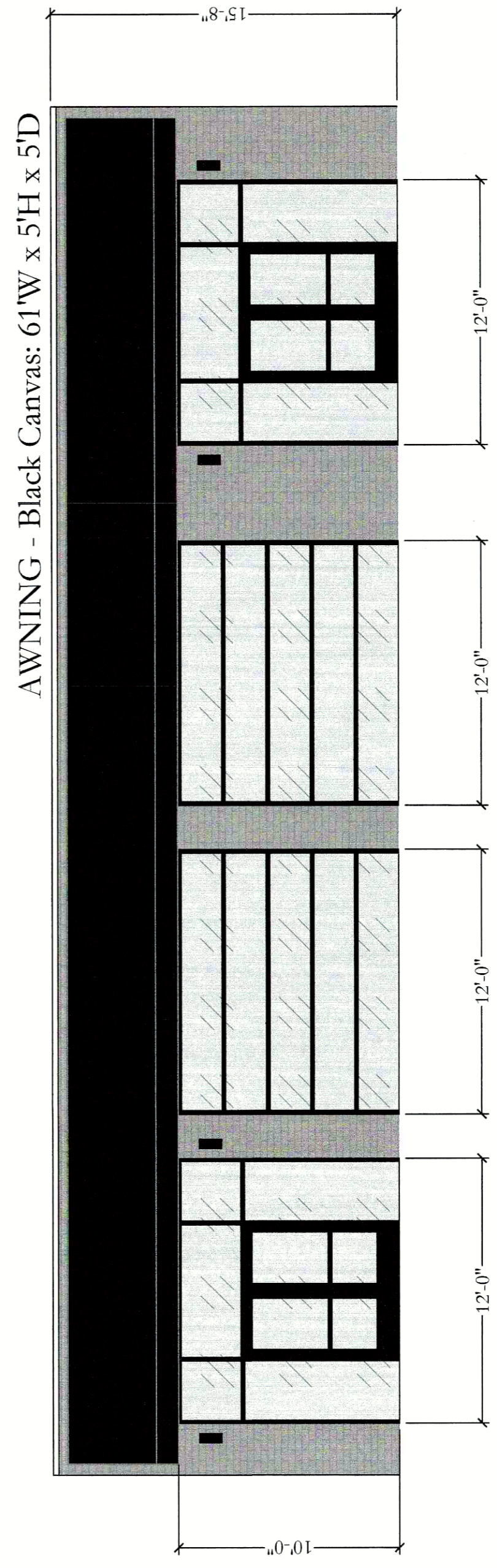
FINISH SCHEDULE GRACE HOMEMADE INTERNATIONAL, LLC

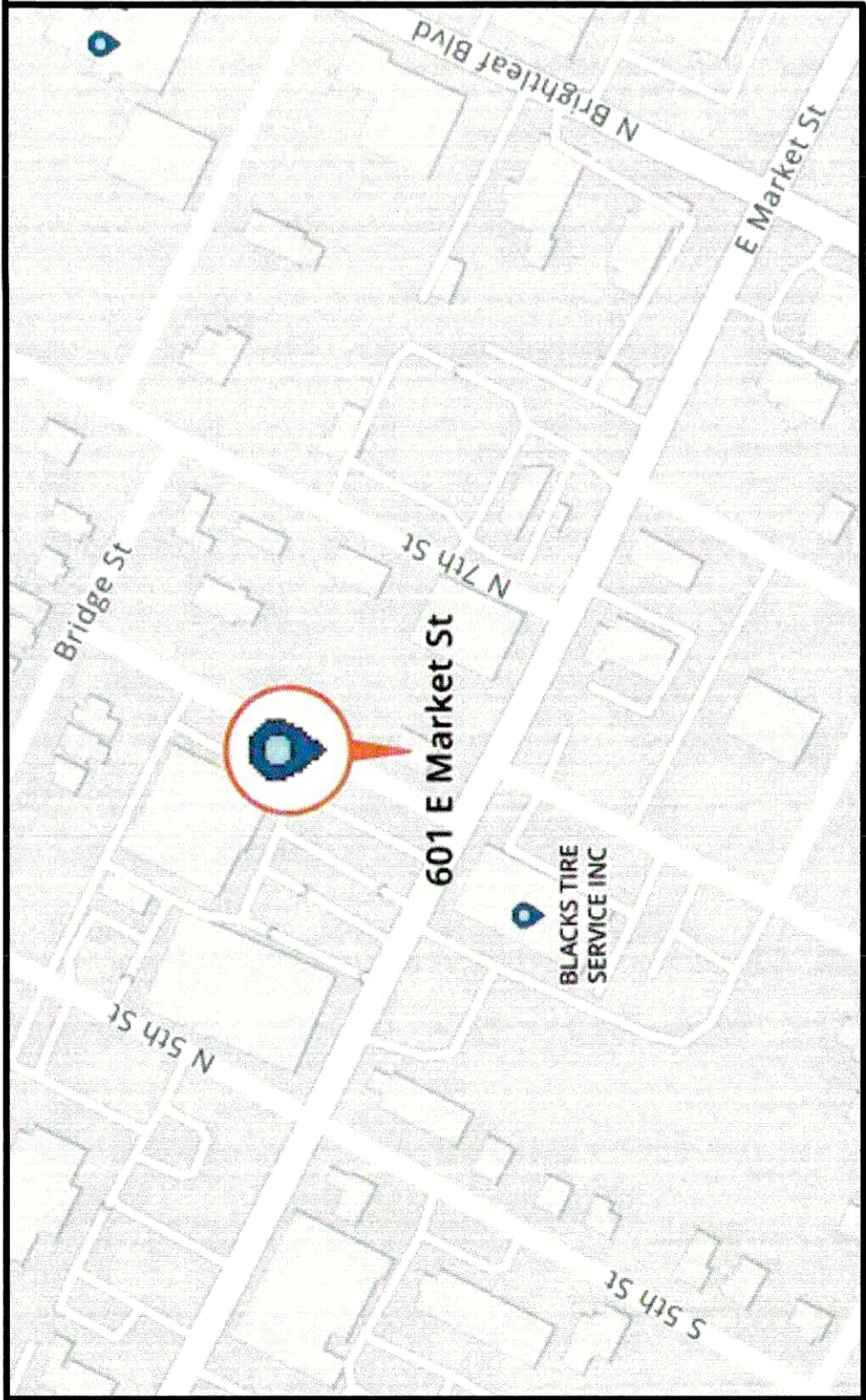
ROOM	FLOOR	BASE	WALLS	CEILING	CEILING HT.
DGG, LLC MAIN AREA	PATCHED & SEALED CONCRETE	5/4" PAINTED WOOD BASEBOARD	PAINTED SHEETROCK	EXPOSED STRUCTURE	15'
RESTROOM 2	PATCHED & SEALED CONCRETE	5/4" PAINTED WOOD BASEBOARD	PAINTED SHEETROCK	PAINTED SHEETROCK	8'
TENANT SEPARATION WALL		5/4" PAINTED WOOD BASEBOARD	PAINTED SHEETROCK		15'

NOTE: AHU AND DUCTWORK IS TO BE PAINTED BLACK TO MATCH THE CEILING
 NOTE: INSULATION: ALL RESTROOM WALLS AND CEILING TO RECEIVE SOUND BATT INSULATION.

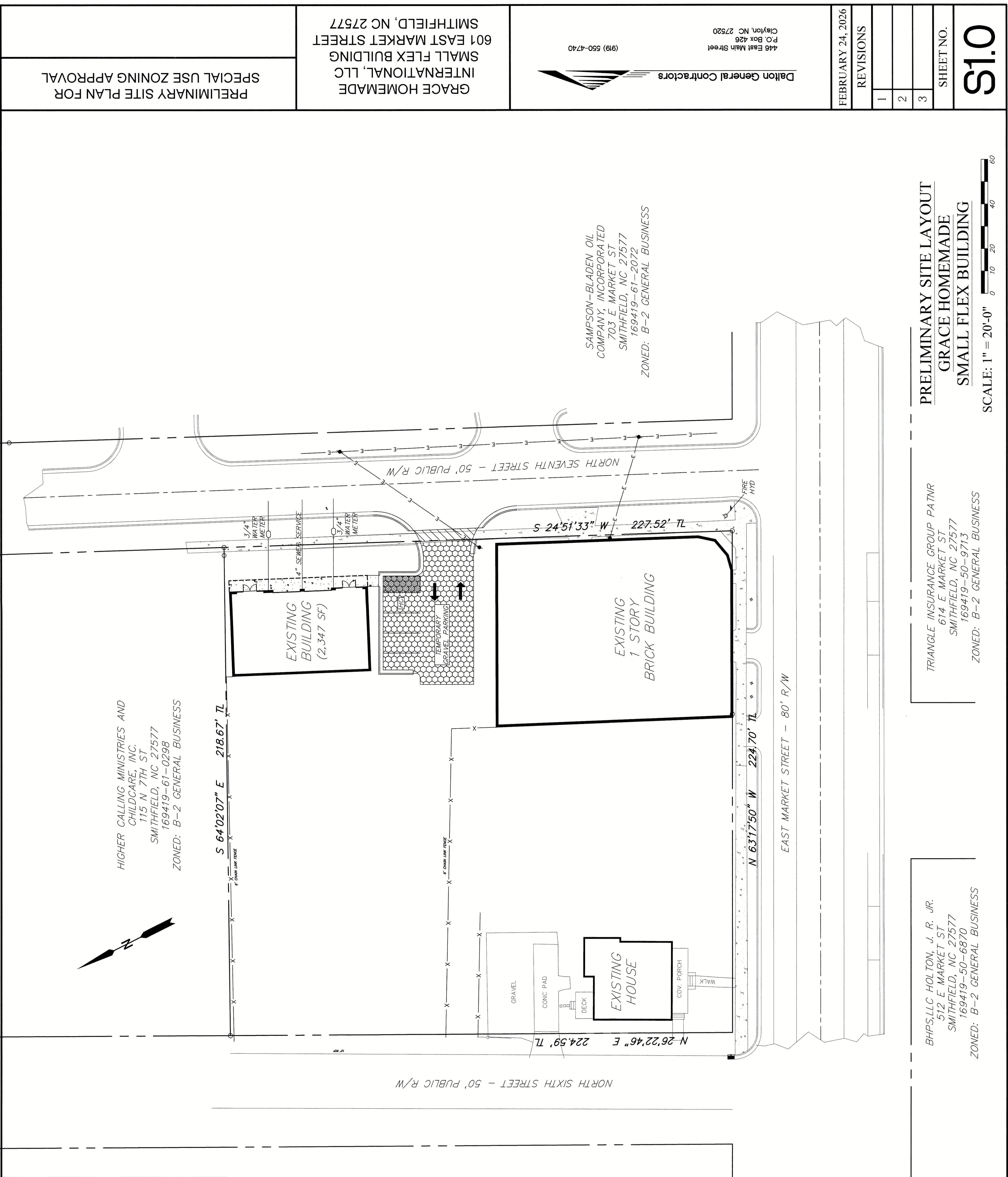
DOOR SCHEDULE FOR BOTH SECTIONS

MARK	SIZE	FRAME	DOOR	HARDWARE	GLAZING
1	RE 3'-0" x 7'-0" x 1 3/4" WITH TRANSOMS & SIDELIGHTS	BLACK ANODIZED ALUMINUM	BLACK ANODIZED ALUMINUM WITH CLEAR GLASS	PUSH/PULL HARDWARE WITH THUMB TURN LOCKS	SOLARBAN 66 CLEAR INSULATED GLASS
2	3'-0" x 7'-0" x 1 3/4"	PAINTED HOLLOW METAL	SOLID CORE WOOD FLASH BIRCH	LEVER HANDLE PRIVACY LATCHSET	
3	OVERHEAD DOORS 10'-0" x 12'-0" x 3"	PAINTED STEEL FRAMED OPENING "BLACK TO MATCH"	BLACK STEEL FRAME FULL INSULATED CLEAR GLASS	MANUAL OPERATION	





VICINITY MAP



HIGHER CALLING MINISTRIES AND
 CHILDCARE, INC.
 115 N 7TH ST
 SMITHFIELD, NC 27577
 169419-61-0298
 ZONED: B-2 GENERAL BUSINESS

SAMPSON-BLADEN OIL
 COMPANY, INCORPORATED
 703 E MARKET ST
 SMITHFIELD, NC 27577
 169419-61-2072
 ZONED: B-2 GENERAL BUSINESS

TRIANGLE INSURANCE GROUP PATNR
 614 E MARKET ST
 SMITHFIELD, NC 27577
 169419-50-9713
 ZONED: B-2 GENERAL BUSINESS

BHPS, LLC HOLTON, J. R. JR.
 512 E MARKET ST
 SMITHFIELD, NC 27577
 169419-50-6870
 ZONED: B-2 GENERAL BUSINESS

KENNEDY PROPERTIES 1996 LTD
 PARTNERSHIP & DAUGHTRY FARMS, LLC
 513 E MARKET ST
 SMITHFIELD, NC 27577
 169419-51-7109
 ZONED: B-2 GENERAL BUSINESS

PRELIMINARY SITE PLAN FOR
 SPECIAL USE ZONING APPROVAL

GRACE HOMEMADE
 INTERNATIONAL, LLC
 SMALL FLEX BUILDING
 601 EAST MARKET STREET
 SMITHFIELD, NC 27577

Dalton General Contractors
 446 East Main Street
 P.O. Box 426
 Clayton, NC 27520
 (919) 550-4740

FEBRUARY 24, 2026

REVISIONS

1	
2	
3	

SHEET NO.

S1.0

PRELIMINARY SITE LAYOUT
 GRACE HOMEMADE
 SMALL FLEX BUILDING

SCALE: 1" = 20'-0" 0 10 20 40 60

SUP-26-01 Adjacent Property Owners List

ParcelID	Name1	Name2	Address1	Address2	CityStateZip
15021009	GRACE HOMEMADE INTERNATIONAL, LLC		1250 WENDELL RD		WENDELL, NC 27591-8166
15026031	BHPS, LLC	HOLTON, J. R. JR.		PO BOX 968	SANFORD, NC 27331-0968
15099031L	BLACKACRE HOLDING COMPANY, LLC		132 S 3RD ST		SMITHFIELD, NC 27577-4540
15021020	K RENTAL PROPERTIES LLC		121 W RIVERSIDE DRIVE		SMITHFIELD, NC 27577-0000
15026030	BHPS, LLC	HOLTON, J. R. JR.		PO BOX 968	SANFORD, NC 27331-0968
15021034	WALKER, GWENDOLYN S		508 BRIDGE ST # A		SMITHFIELD, NC 27577-3910
15026033	BHPS, LLC	HOLTON, J. R. JR.		PO BOX 968	SANFORD, NC 27331-0968
15026037	TRIANGLE INSURANCE GROUP PATNR			PO BOX 410	SMITHFIELD, NC 27577-0000
15022012B	EVANS, TIMOTHY KENT	EVANS, DEBBIE E	207 NORTH BRIGHTLEAF BLVD		SMITHFIELD, NC 27577-0000
15022008	MARQUIS, ISAAC LEONARD		710 BRIDGE ST		SMITHFIELD, NC 27577-4038
15026022	ALLIED COMMERCIAL PROPERTIES OF JOHNSTON, LLC			PO BOX 1761	SMITHFIELD, NC 27577-1761
15026023	TWIN STATES FARMING INC			P O BOX 1352	SMITHFIELD, NC 27577-1352
15021004	KENNEDY PROPERTIES 1996 LTD PARTNERSHIP	DAUGHTRY FARMS, LLC		PO DRAWER 1960	SMITHFIELD, NC 27577
15021023A	ROSS, JAMES MARSHALL III		1535 OLD DAM RD		KENLY, NC 27542-8014
15022007	BON-RIC LLP			PO BOX 3068	WILSON, NC 27895-3068
15022003	MOHAMED & SONS INC			PO BOX 1236	SMITHFIELD, NC 27577-1236
15021035	DAUGHTRY, WILLIAM OTIS	DAUGHTRY, TERESA H	25 WHITE OAK DR		SMITHFIELD, NC 27577-4806
15026038	ZACKS PROPERTIES LLC		5 HAZELWOOD CT		SMITHFIELD, NC 27577-8337
15026044	TRIANGLE INSURANCE GROUP PARTNERS LLC			PO BOX 410	SMITHFIELD, NC 27577-0410
15027009	WATSON, CARL LIFE ESTATE	WATSON, SHERRY C	107 S 7TH ST		SMITHFIELD, NC 27577-4976
15027016	ESCAMILLA, GIA	ESCAMILLA-GILONI, MAGALI	230 HARRIS RD		SMITHFIELD, NC 27577-6906
15021001	DAUGHTRY FARMS, LLC	KENNEDY PROPERTIES 1996 LIMITED PARTNERSHIP	299 VENTASSO DR		CLAYTON, NC 27527-7082
15021023	K RENTAL PROPERTIES LLC		121 W RIVERSIDE DRIVE		SMITHFIELD, NC 27577-0000
15021005	THOMPSON, CLARICE L.		510 BRIDGE ST		SMITHFIELD, NC 27577-3910
15021006	KENNEDY, WILLIAM T	DAUGHTRY, N LEO	121 W RIVERSIDE DR		SMITHFIELD, NC 27577-0000
15021032	SAMPSON-BLADEN OIL COMPANY, INCORPORATED			PO BOX 469	CLINTON, NC 28329-0469
15027015	ESCAMILLA, GIA	ESCAMILLA-GILONI, MAGALI	230 HARRIS RD		SMITHFIELD, NC 27577-6906
15021003	KENNEDY PROPERTIES 1996 LTD PARTNERSHIP	DAUGHTRY FARMS, LLC		PO DRAWER 1960	SMITHFIELD, NC 27577
15021012	HIGHER CALLING MINISTRIES AND CHILDCARE, INC.		115 N 7TH ST		SMITHFIELD, NC 27577-3935
15021022	K RENTAL PROPERTIES LLC		121 W RIVERSIDE DRIVE		SMITHFIELD, NC 27577-0000



PLANNING DEPARTMENT
Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS' CERTIFICATION

I, Micah Woodard, hereby certify that downtown property owners were notified by First Class Mail on 5/7/26 of the Public Hearing on May 19th, 2026, for following petition(s), ZA-25-05, RZ-26-02, and SUP-26-01.

Signature

Johnston County, North Carolina

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

7th day of May, 2026

Notary Public Signature

Notary Public Name

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



AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, 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. 6, 2026

NOTICE ID: Mwach9aJZWN0OZvOg7

NOTICE NAME: TC 5.19.26 2nd Run

Publication Fee: 90.80

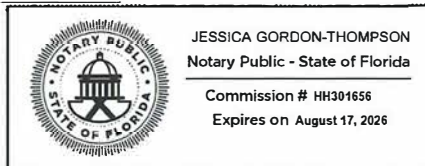
I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 05/06/2026

J. Ra

Notary Public

Notarized remotely online using communication technology via Proof.

Town of Smithfield Town Council Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, May 19th, 2026, at 7:00 P.M. in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

ZA-25-05: Public hearing for a revised request by the Town of Smithfield Planning Department to amend the Unified Development Ordinance Article(s) 3 and 4, in matters pertaining to quorum definition as well as other minor updates.

RZ-26-02: Public hearing to review a request by applicant Donna Barbour Oldham for a general rezoning of her ±51.01 acre tract. The existing tract is currently zoned R-20A (Residential-Agricultural). The applicant is requesting to rezone the tract to be entirely L-1 (Light Industrial). This parcel is located at 2614 Buffalo Road and is further identified by Johnston County Tax ID 14K09195C.

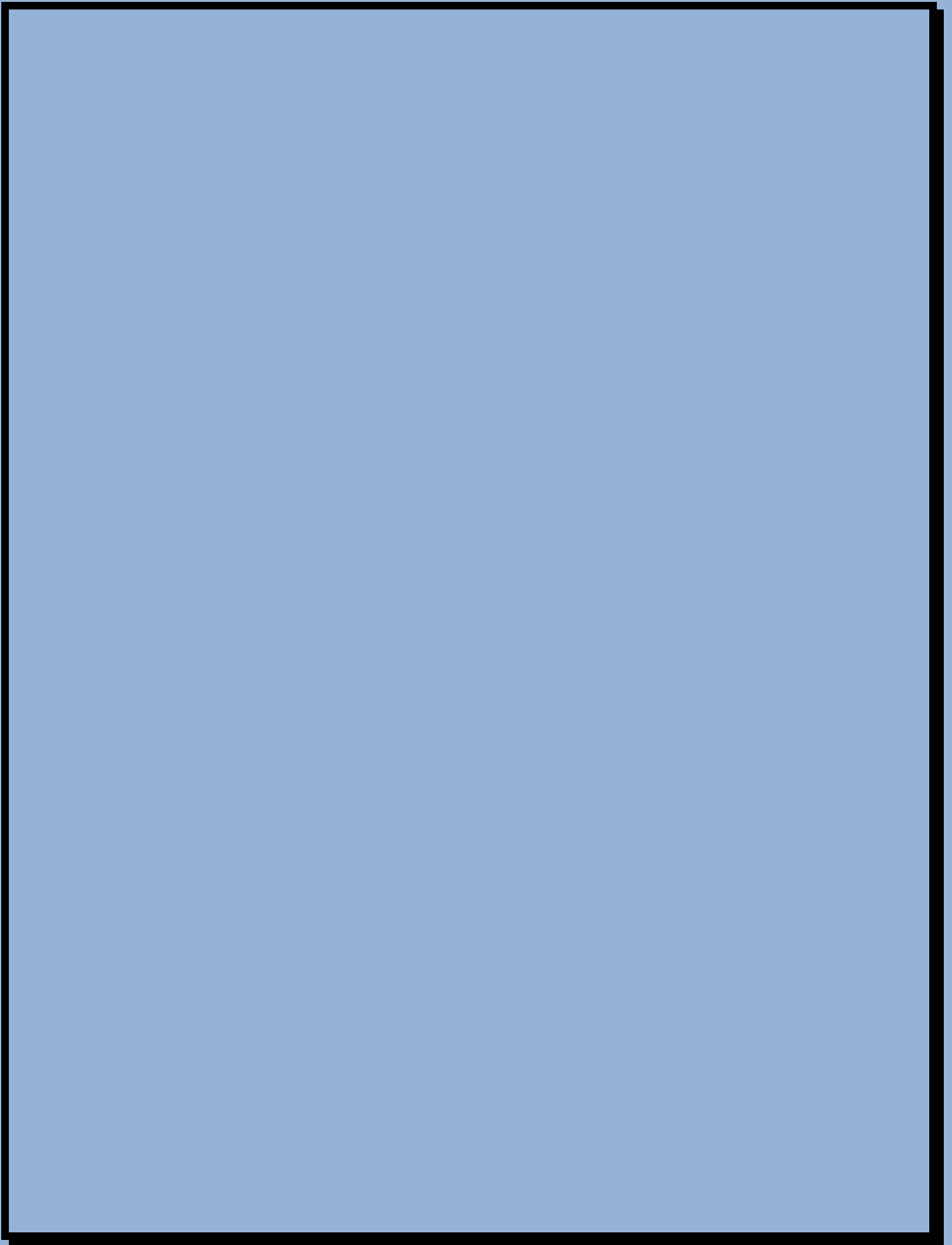
SUP-26-01: Drew and Mandy Lockamy with Cloak & Dagger Tattoo are seeking a special use permit to utilize property located within the B-2 (General Business) zoning district for a tattoo establishment. The property considered for approval is located at 103 N. Seventh Street, behind the Old Pontiac Building. The property is further identified by the Johnston County Tax ID 15021009.

All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919)934-2116 ext. 1109 or online at www.smithfield-nc.com.

The Johnstonian
May 6, 2026

Consent

Agenda Items



The Smithfield Town Council reconvened their April 7, 2026, Town Council meeting on Thursday, April 16, 2026, at 6:30 pm in the Town Hall Council Chambers to hold budget discussions. 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
Brent Reck, Planning Director

Also Present:

Robert Spence, Jr., Town Attorney

Administrative Staff Absent:

Shannan Parrish
Ted Credle
Lawrence Davis

CALL TO ORDER

Mayor M. Andy Moore called the meeting to order at approximately 6:30 pm.

FY 2026-27 Budget Discussions

Interim Town Manager Kimberly Pickett presented the FY 2026–2027 budget framework, reiterating the Town's mission of ethical leadership and service. She noted that the State Retirement contribution for general employees has increased to 15.10% (from 13.92%), and when combined with up to a 5% 401(k) match, the Town budgets 20.10% of salaries for retirement-related costs. Property and liability insurance rose 8% across all departments, and the budget includes up to a 2% merit increase for personnel, recommended for January following evaluations. Pickett explained that Funds 30 (Water & Sewer) and 31 (Electric) are enterprise funds that must be self-supporting and cannot receive tax subsidies. For Fund 30, total estimated revenue is \$14,198,710 (a 3% increase), with no water or sewer rate increases proposed pending a UFS rate study. Key revenue assumptions include water sales of \$3,937,500 (5% increase), wholesale water of \$3,000,000, sewer sales of \$6,242,710, water taps of \$11,500 (up from a projected \$19,000 this year vs. a \$10,000 budget), penalties of \$65,000, and interest on investments of \$275,000, budgeted conservatively below current projections.

In discussion, Pickett confirmed that interest income is expected to rise by about \$50,000 based on current trends. Councilman Travis Scott asked about potential county sewer rate changes (to be covered later), and clarified that new water and sewer taps are booked to separate tap revenue accounts, while water and sewer system development fees are also tracked in distinct accounts. On sewer capacity pass-through fees, Pickett explained that the Town records matching revenue and expenditure lines, with funds received and then remitted to the county; this arrangement is already in the budget. Scott requested that staff review the contract with wholesale customers for a possible rate increase clause to help offset rising costs with minimal impact on end users.

Moving to water plant expenses, Pickett reported total water plant expenses of \$4,873,049 (a 20% increase), including capital requests from Utilities Director Ted Credle: a water line extension along Brogden Road (East Smithfield Water Improvement) for \$325,000 (design, permitting, initial construction), an \$800,000 plant intake improvement to reduce sand and organic material at the river intake, and ongoing PFAS-related planning/reserves. In response to questions, she clarified that developer-installed infrastructure in the Mallard Road/I-95 area would be supplemented by Town-funded upsizing for long-term growth, and that Council can influence whether that corridor is oriented toward economic/commercial/industrial or residential use through land-use decisions. Pickett agreed to email further clarification on the East Smithfield/Brogden Road project and to verify which previously budgeted capital amounts (e.g., East Water, South Side, and intake

improvements) are being carried forward into the proposed budget. She continued noting water treatment plant upgrades at \$350,000, the West Smithfield Tank project at \$200,000, and a raw water pump replacement at \$100,000. Personnel changes included the addition of one Mechanic/Operator position budgeted at \$78,341. Salaries and wages were set at \$621,471, reflecting a 4% increase, while overtime expenses increased 55% to \$31,074. Utility costs were budgeted at \$215,000, a 9% increase. Equipment, maintenance and repairs were projected at \$150,000, representing a 50% increase, and building maintenance and repairs were budgeted at \$45,000, a 13% increase. Supplies and operations expenses were budgeted at \$1,147,420, reflecting a 4% increase, due to a trend for an increase in treatment chemical costs. Councilman John Dunn mentioned the overall projected costs was 26% lower, Pickett agreed explaining the water plant may not have hit the number for the products they buy due to days remaining in the current fiscal year, which is how projections are calculated.

Pickett continued with the Water Sewer budget review, stating the proposed water sewer budget expenses were \$8,562,869, reflecting a 2% increase from the previous year. Capital improvement projects discussed included the Fire Hydrant Program at \$200,000, the US-301 Water Relocation project at \$375,000, upgrades to Pump Station #1 at \$300,000, upgrades to Pump Station #11 at \$250,000, digitized mapping improvements at \$35,000, a hydraulic mower attachment at \$10,000, and water meter purchases at \$30,000. Salaries and wages were budgeted at \$1,212,984. Overtime expenses increased 70% to \$84,909. It was discussed that work orders will now be used to track and document overtime expenses. It was also mentioned that while water plant overtime was due to staffing, water sewer overtime was due to callbacks for line breaks due to winter weather. Pickett noted that she and the Finance Director felt overtime was high, and they would continue to investigate and have staff review it more carefully going forward.

Utility costs increased 57% to \$55,000. Equipment maintenance and repairs were budgeted at \$135,000, reflecting a 35% increase. It was noted that two additional lift stations were coming online in 2026, and some money was a buffer for any issues that may come up with the older of the existing 22 lift stations. Supplies and operations expenses were set at \$402,628, representing a 10% increase, due to a rise in parts and material costs. IT supplies were budgeted at \$6,434, a 215% increase—tied to “externally owned accounts” for emails. Also, uniforms were budgeted at \$12,500, reflecting a 47% increase, but include two new employee’s uniforms that were not counted in last year’s budget.

Pickett further presented, stating sewage treatment expenses were budgeted at \$3,000,000, reflecting a 6% increase. Service Contracts were projected at \$272,234, representing a 7% increase—split cost for internet and IT services. The Water/Sewer Fund Economic Development allocation was budgeted at \$20,000, a 78% decrease, while the transfer to the Water/Sewer Capital Reserve was set at \$225,000, reflecting a 72% decrease—with only the vac truck balance remaining in that line item.

The Board also reviewed Water/Sewer Debt Service obligations, with total estimated revenue projected at \$762,791. Debt service payments included the Water Plant Expansion loan at \$722,880, which matures in May 2042, and the DEA Lead Service Line loan at \$39,911, which matures in May 2029. Staff noted that two debt service payments were eliminated in Fiscal Year 2026. It was noted that there was nothing right now in this fund budgeted for contingency.

The Board discussed several items for future consideration. Staff reported that Johnston County will implement increases to sewer costs effective September 1, including a transmission charge increase from \$0.90 to \$1.00 per 1,000 gallons, representing a 10% increase, and a treatment charge increase from \$4.02 to \$4.43 per 1,000 gallons, representing a 9% increase. The Board was also informed that USF will conduct a Water/Sewer rate study upon completion of the current Electric rate study. Discussion was also held regarding the AMI installation project for all water meters. Staff noted that billing is currently approximately 45 days behind and that the AMI system at full installation would improve reading accuracy. Approximately 4,000 meters remain to be installed. Project cost estimates included a Nexgrid quote for meters and modules totaling \$1,086,800 and a Core & Main quote for lids totaling \$125,965, for a combined estimated project cost of \$1,212,765. Pickett requested the board consider full AMI installation after the audit. It was discussed that the AMI installation project has been going on for some years now, how implementation includes both residential and commercial, and how staff can be better utilized once fully underway.

In response to a question by Councilman Rabil regarding existing fund balance, Finance Director Tracy Stubblefield addressed the audit. Stubblefield reported that the Town is making good progress on the audit but noted that many items in the financial system had not been kept updated, requiring staff to manually calculate and compile information for the auditors. She stated that a dedicated team is working on this and that completing the audit is the highest priority for the Finance Department, alongside keeping normal town operations running. Stubblefield indicated they are down to four remaining items, acknowledging that some are significant, but emphasized that the auditors are meanwhile working on the financial statements and that staff can "see the finish line." In response to a question, she confirmed that this work covers all three major funds (including the General Fund) and all capital project funds.

In response to a question from Councilman Travis Scott regarding the four remaining items, Stubblefield noted they were Finance Director Tracy Stubblefield explained that one of the largest remaining audit items is fixed assets, which had been tracked on an external spreadsheet; staff is now entering those assets into the Town's ERP system. Another major item is a special utility billing spreadsheet, requiring coordination with Ted Credle's group as Billing Manager, Jay Godwin on the billing side and with Finance on the collections side to convert existing raw data into the specific spreadsheet format required by the auditors. She emphasized that all necessary data exists, but the system does not generate the needed report, so staff must manually enter and reformat the information, which is time-consuming.

Interim Town Manager Kimberly Pickett added that she has already submitted the OSBM (state Office of State Budget and Management) grant documentation for the amphitheater, Ava Gardner Museum, and SRO funding, and the auditors have given a "green light" on those. Remaining questions involve DEQ grants and ARPA grants. Pickett noted that, because the capital fund accounts were not clearly organized, she assigned staff to review historical documents in Laserfiche to separate DEQ funds, ARPA funds, loan proceeds, and other sources. Pickett compiled that information, is pulling related transaction histories, and expects to provide the auditors with the requested grant details by the following day, covering items on the revenue and the expense side of the grants. It was discussed that current software was not being utilized in its fullest capacity, which would make accessing information better for audits, and how this would change moving forward, specifically with invoices, requisitions and payroll. The final item mentioned that the auditors needed was regarding sick leave journal entry issue coded for the incorrect fiscal year but is being corrected. It was noted that all paperwork necessary for extension of budget submission to the state has been completed. Pickett stated the goal was to have the audit submitted by the end of May and is a priority.

The Board reviewed Fund 31 Electric Department revenue projections, with total estimated revenue budgeted at \$19,445,144, reflecting an overall 3% increase. Staff noted that changes in electric rates are anticipated, but the Town is still awaiting the completed rate study from USF. Electric sales revenue was projected at \$18,900,144, representing a 3% increase. Penalties were budgeted at \$100,000, reflecting a 10% increase, while cut-on fees were projected at \$90,000, a 4% increase. Interest on investments was budgeted at \$240,000, reflecting a 4% decrease.

Pickett continued review of the Electric Department budget, with total electric expenses projected at \$19,102,558, a 4% increase. Capital items discussed included a voltage conversion at \$500,000, one-half of a digger derrick truck purchase at \$200,000, and materials and wire purchases totaling \$900,000. Salaries and wages were budgeted at \$1,353,658, representing a 2% increase, with no change in overtime projected cost from last fiscal year at \$50,000. Training and education expenses were projected at \$32,000, reflecting a 28% increase, while postage expenses increased 25% to \$50,000. Professional services were budgeted at \$30,000, a 50% increase, and IT supplies were budgeted at \$7,434, reflecting a 148% increase. Miscellaneous debit and credit card fees were projected at \$200,000, representing a 13% increase. There was some discussion regarding credit card fees, with one suggestion to remedy the cost being kiosks set up in-house for credit card payments. Pickett also stated she would continue to look at ways to lower these costs and policies and report back. CS/Tyler financial software expenses were budgeted at \$75,000, a 21% increase. Electric purchase costs were projected at \$13,690,000, a 5% increase.

Interim Town Manager Kimberly Pickett stated that the Electric Fund's current debt service consists of one remaining obligation, a substation loan with annual debt service of \$342,586, which will mature in August 2027. She then noted that the proposed budget does not yet include a new capital outlay for the design and upgrade of Delivery Point No. 1, which is needed due to aging infrastructure and the need to modernize the station. The

objective of the project is to enable the Town's system to receive a higher voltage from Duke Energy while still maintaining the lower delivery voltage currently used.

Pickett reported that, in her discussions with Utilities Director Ted, he has indicated the Town will need to obtain a loan for this project. The total project cost is estimated at \$7,250,000. She noted that in FY 2025–2026, the Electric Fund set aside \$300,000 toward this project, and that amount has been accumulating for several years. In response to questions from Councilman Travis Scott, she said staff will double-check prior-year capital set-asides, but Public Utilities Director, Ted Credle had recently reviewed the figures and did not identify additional amounts beyond the \$300,000; staff will verify and report back.

Pickett added that some design work has already begun, with design activity having started approximately six months ago, and that breakers have already been bid or ordered as part of the preliminary project work. She reiterated that the overall cost remains \$7.25 million, and that Ted has begun conversations with Finance Director Tracy Stubblefield regarding financing options and loan arrangements for the project.

In follow-up discussion, Councilman Scott noted that it appears the Town budgeted \$300,000 last year in capital outlay for the delivery point project and \$450,000 for a related voltage conversion project, asking for confirmation. Pickett confirmed that these amounts correspond to the delivery point upgrade and the voltage conversion, respectively, and reiterated that this is the basis for ongoing discussions between Ted and the Finance Director as they develop a financing and implementation plan.

She then shifted to broader policy issues, noting that given Johnston County's growth and the Town's ownership of its electric system, there is a need for a formal electric line-extension and developer cost-participation policy, similar to existing practices in water and sewer. She explained that in other public power communities (including her prior experience in Benson and, she believes, Clayton), developers are required to pay the cost of electric infrastructure for new developments, with those costs incorporated into housing prices rather than borne by existing ratepayers. Pickett stated that she and Ted strongly support adopting such a Council-approved policy so that staff can point to a clear standard when questioned. There was further discussion for putting policies in place so as costs for installation of new infrastructure for new subdivisions does not burden existing customers but is more captured up front from developers or the contractor. There was also discussion regarding requiring more efficient installations such as underground electric lines and larger water taps than minimum to lessen the likelihood of issues down the line.

Interim Town Manager Kimberly Pickett reported that she had asked council members to submit two or three priorities for staff to focus on as the budget is finalized, particularly for the General Fund. From the responses received, priorities included Market Street (next steps and funding), for which she has already applied for an ElectriCities grant for edge-line friction improvements and additional public parking. She noted that she and Rick have also been discussing other downtown areas to address when General Fund items are presented. Pickett reminded Council that the DSDC contract expires this year; she emailed that information previously, has surveyed downtown businesses, and will compile the results to establish benchmarks and performance measures for DSDC and bring back a revised contract in May. Additional listed priorities included Fire Station No. 3 land acquisition and street sign cleaning and refurbishment (all signs, including stop signs and any damaged signs). Pickett confirmed that council iPads are planned in the General Fund budget, tied to a project led by Town Clerk Elaine Andrews to digitize minutes and agendas using BoardBook, transitioning from paper/PDF packets to an electronic, archival system; council members will have the option to use printed packets or iPads. Pickett then distributed a priority ranking sheet, asking council members to add any other priorities, rank them from most to least important, and return the forms by Tuesday at the next meeting. She concluded by stating she had no further budget items if there were no additional questions.

Mayor Moore commented on ongoing discussions with the Upper Coastal Plain NCDOT's 10–20-year transportation plans. He also mentioned the availability of CMAQ funding for sidewalks in West Smithfield, for which he asked the Interim Manager to have staff reach out about.

Councilman Travis Scott asked Interim Town Manager Kimberly Pickett for a quick summary of anticipated rate increases, referencing a 4.5% wholesale electric increase and inquiring what is currently projected for retail electric rates. Pickett replied that she has not yet received projections from UFS for the retail rate impact. Scott then asked about the county sewer increases, noting a 10% increase in transmission charges and another fee,

and requested clarification on how these charges are allocated to customers. Pickett explained that she has not yet seen a full UFS rate study showing how the county's transmission and treatment charges (two separate per-1,000-gallon fees) are built into the Town's customer rates and would need to consult Utilities Director Ted Credle for that detail. Councilman Travis Scott expressed concern about the potential appearance of a 19% pass-through increase to customers for costs the Town cannot control. Pickett confirmed that the county's new charges are expected to take effect in September and reiterated that once UFS completes the electric rate study, staff will immediately engage them to perform a water and sewer rate study to properly plan and structure any rate adjustments needed.

Closed Session Pursuant to NC G.S. 143-318.11 (a)(5)

There being no further budget discussions, Mayor Pro Tem Sloan Stevens made a motion seconded by Councilman Roger Wood to go into closed session pursuant to NC G.S. 143-318.11 (a)(5) at approximately 8:26 p.m. Unanimously approved.

Councilman Travis Scott made a motion, seconded by Councilman Roger Wood to return to open session at approximately 9:40 p.m. Unanimously approved.

Councilman Travis Scott made a motion to adjourn the meeting. The motion failed for lack of a second.

Councilman Roger Wood made a motion directing staff to look at another site for the Tobs baseball stadium—a Community Park located tract of land whereby 58 acres has been donated to the Town; and bring findings back to the board at the April 21, 2026 Town Council meeting.

Councilman Travis Scott added requested discussion for the motion, asking that the addition of a cost comparison be added to the motion.

Amended motion:

Councilman Roger Wood made a motion directing staff to look at another site for the Tobs baseball stadium—a Community Park located tract of land whereby 58 acres has been donated to the Town; and bring findings back to the board at the April 21, 2026 Town Council meeting, along with a cost comparison. The motion was seconded by Councilman John Dunn. The motion carried by a vote of six to one, with Councilman Travis Scott voting in opposition.

Mayor Pro Tem Sloan Stevens made a motion, seconded by Councilman John Dunn to adjourn the meeting at approximately 9:47 p.m. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent Agenda Item:	Resolution Adopting LWSP
Date:	05/19/2026

Subject: Adopting the Local Water Supply Plan for the South Smithfield Water District

Department: Public Utilities Department

Presented by: Public Utilities Director - Ted Credle

Presentation: Consent Agenda Item

Issue Statement

This annual Plan has been created, submitted, and accepted by the NCDEQ; however, official acceptance will only be finalized once the Town Council adopts the update to the Town's Local Water Supply Plan (LWSP).

Financial Impact

None. This is a resolution accepting the LWSP

Action Needed

Adopt Resolution No. 806 (13-2026) accepting the LWSP for the South Smithfield Water District

Recommendation

Staff recommends adoption of the proposed resolution

Approved: Town Manager Town Attorney

Attachments:

1. Staff report
2. Filed Plan for 2026
3. Letter of Notification
4. Resolution No. 806 (13-2026)



Staff Report

**Consent Resolution
Agenda Adopting
Item: LWSP**

The Public Utilities Department must file an annual update to the North Carolina Department of Environmental Quality (NCDEQ) regarding the Town's annual update to its Local Water Supply Plan (LWSP) for Smithfield South. After the filing is reviewed by the NCDEQ, and clarifications are made, the State accepts the plan as public record. This annual update is finalized only after the local governing body passes Resolution No. 806 (13-2026) approving the update, in accordance with General Statute 143-555 (l).

**

NC DEQ Division of Water Resources

Local Water Supply Planning

[person](#)

- [Overview](#)
- [FAQ](#)
- [Plans](#)

2025 ▾

Smithfield South

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Smithfield South	PWSID:	40-51-007
Mailing Address:	P. O. Box 761 Smithfield, NC 27577	Ownership:	Municipality
Contact Person:	Ted Credle	Title:	Public Utility Director
Phone:	919-934-1688	Cell/Mobile:	--
Secondary Contact:	Steve Lane	Phone:	919-934-2661
Mailing Address:	Po Box 761 Smithfield, NC 27577	Cell/Mobile:	--

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Polyvinyl Chloride 2-6		100.00 %

What are the estimated total miles of distribution system lines? 6 Miles
 How many feet of distribution lines were replaced during 2025? 0 Feet
 How many feet of new water mains were added during 2025? 0 Feet
 How many meters were replaced in 2025? 16
 How old are the oldest meters in this system? 22 Year(s)
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 75
 What is this system's finished water storage capacity? 0.0000 Million Gallons
 Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

We buy water for this system from the county.

Programs

Does this system have a program to work or flush hydrants? Yes, As Needed
 Does this system have a valve exercise program? Yes, As Needed
 Does this system have a cross-connection program? No
 Does this system have a program to replace meters? No
 Does this system have a plumbing retrofit program? No
 Does this system have an active water conservation public education program? No
 Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Increasing Block
 How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0
 Does this system have an interconnection with another system capable of providing water in an emergency? No

County connection only.

2. Water Use Information

Service Area

Sub-Basin(s) % of Service Population	County(s) % of Service Population
Neuse River (10-1) 100 %	Johnston 100 %

What was the year-round population served in 2025? 660
 Has this system acquired another system since last report? No

Loaded maps

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	262	0.0319	0	0.0000
Commercial	40	0.0221	0	0.0000
Industrial	2	0.0024	0	0.0000
Institutional	3	0.0007	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0112 MGD

This is a small system and we purchase all of the water from Johnston County.

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.0825		May	0.0555		Sep	0.0797	
Feb	0.0831		Jun	0.0668		Oct	0.0566	
Mar	0.0588		Jul	0.0594		Nov	0.0658	
Apr	0.0679		Aug	0.0710		Dec	0.1177	



Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Johnston County	03-51-070	0.0729	365	0.1250	2033	Yes	No	16	Regular

There is no contract or agreed upon volume for this system. Johnston County simply meets SSWD demand each day, whatever that amount is. Accordingly, in order for the projected demand-to-supply ratios to be less than 80% through 2050, a contract amount of 0.1250 MGD is shown for purchase from Johnston County.

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0456	May	0.0409	Sep	0.0375
Feb	0.0427	Jun	0.0467	Oct	0.0359
Mar	0.0386	Jul	0.0397	Nov	0.0341
Apr	0.0390	Aug	0.0355	Dec	0.0381



How many sewer connections does this system have? 174

How many water service connections with septic systems does this system have? 112

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

All sewer is pumped to a county force main.

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract
			MGD	Days Used	Maximum (MGD)
Johnston County	03-51-070	Discharging	0.0395	365	0.1250

5. Planning

Projections

	2025	2030	2040	2050	2060	2070
Year-Round Population	660	660	660	660	660	660
Seasonal Population	0	0	0	0	0	0
Residential	0.0319	0.0330	0.0330	0.0330	0.0330	0.0330
Commercial	0.0221	0.0214	0.0224	0.0229	0.0235	0.0235
Industrial	0.0024	0.0030	0.0032	0.0032	0.0034	0.0034
Institutional	0.0007	0.0014	0.0014	0.0014	0.0014	0.0014
System Process	0.0112	0.0070	0.0070	0.0070	0.0070	0.0070
Unaccounted-for	0.0046	0.0048	0.0048	0.0049	0.0049	0.0049

We don't expect a lot of growth in this area.

Demand v/s Percent of Supply

	2025	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.1250	0.1250	0.1250	0.1250	0.1250	0.1250
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	0.1250	0.1250	0.1250	0.1250	0.1250	0.1250
Service Area Demand	0.0729	0.0706	0.0718	0.0724	0.0732	0.0732
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.0729	0.0706	0.0718	0.0724	0.0732	0.0732
Demand as Percent of Supply	58%	56%	57%	58%	59%	59%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 48 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing

retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. We can purchase more from Johnston County if needed. Small Area .

Are there other demand management practices you will implement to reduce your future supply needs? This is a small system and we have very little room for growth.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? None at this time just County.

How does the water system intend to implement the demand management and supply planning components above? The County does have plans to build another plant in the near future.

Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning? None. We can't grow much in this area.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: No issues at this time.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

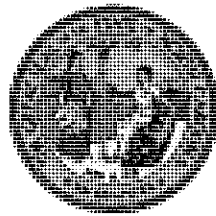
DEQ Division of Water Resources • 1611 Mail Service Center • Raleigh, NC 27699-1611 • Phone: 919-707-9000 • Fax: 919-733-3558

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JOSH STEIN
Governor

D. REID WILSON
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

April 8, 2026

Ted Credle
Public Utility Director
Smithfield South
P.O. Box 761
Smithfield, NC 27577

Subject: LWSP Meets Minimum Criteria
Smithfield South Water System
PWSID#: 40-51-007
Johnston County

Dear Mr. Credle,

This letter is to notify you that our staff has reviewed the information contained in the 2025 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the 03-78-030 system hereby meets the minimum criteria established in North Carolina General Statute 143-355 (l).

Your water system's 2025 LWSP is now viewable online from the LWSP website found at: <http://www.ncwater.org/WUDC/app/LWSP/search.php>. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2025 LWSP complete.

The 2025 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php. A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Louis Murray at louis.murray@deq.nc.gov or 919-707-9017 or Linwood Peele at linwood.peele@ncdenr.gov or (919) 707-9024 if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Linwood Peele', written over a large, stylized flourish.

Linwood Peele, Water Supply Planning
Branch Head
Division of Water Resources, NCDEQ



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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield that the Local Water Supply Plan entitled, Smithfield South dated April 13, 2026, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

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

This the 19th day of MAY, 2026.

M. Andy Moore, Mayor
Town of Smithfield, NC

ATTEST:

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent
Item: Demo
Date: 05/19/2026

Subject: Demolition of house located at 1500 Buffalo Rd
Department: Administration
Presented by: Interim Town Manager - Kimberly Pickett
Presentation: Consent Agenda Item

Issue Statement

Request permission to remove DAV House through process of burning down – training opportunity for Fire Department

Financial Impact

\$6,000 – 10-60-6200-5700-7400 (Parks - Capital Outlay)

Action Needed

To approve the training opportunity for Fire Department and removal of DAV House

Recommendation

Staff recommends approval

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report



STAFF REPORT

Consent
Item:

Demo

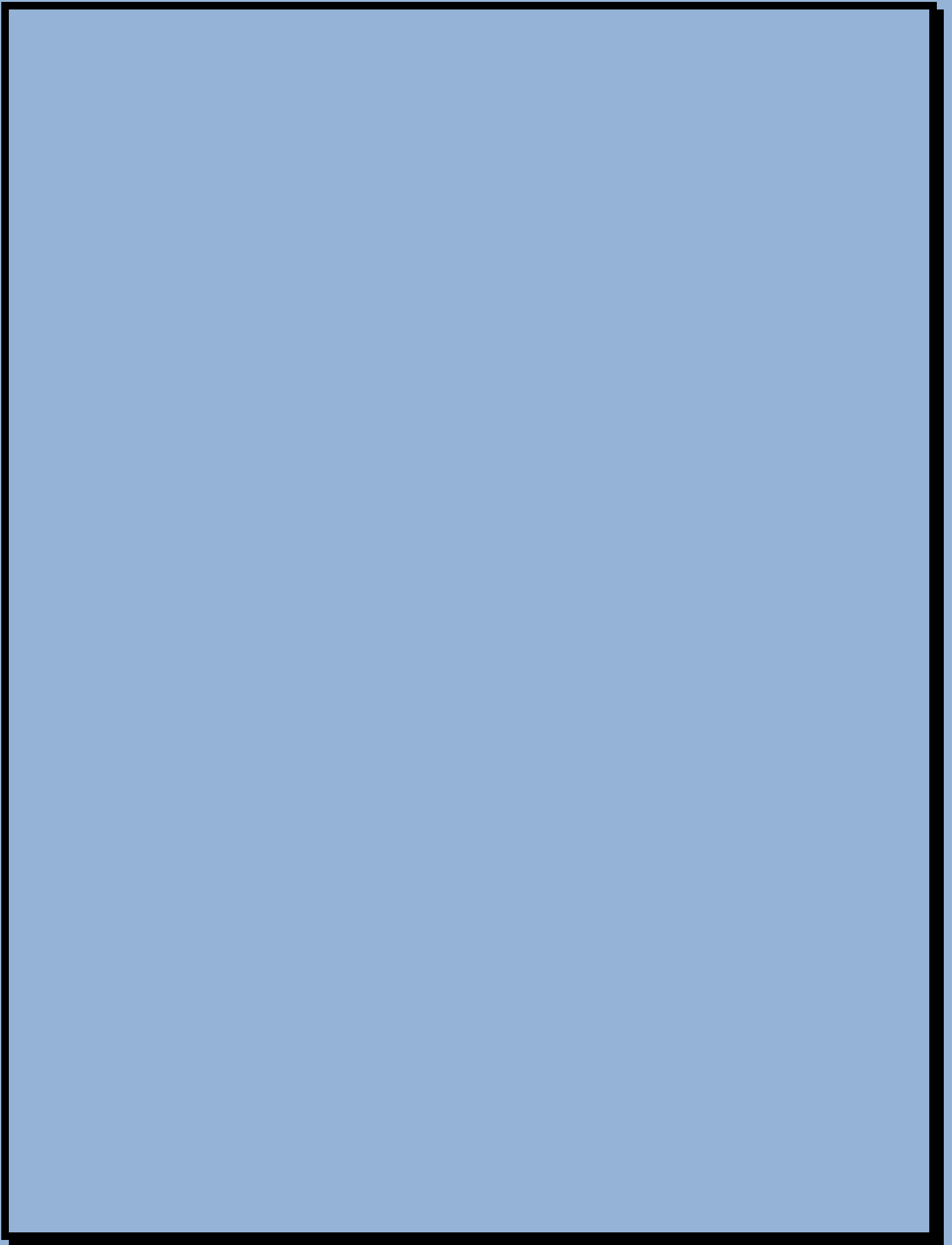
Date: 05/19/2026

Staff has determined that it is necessary to proceed with the removal of the DAV house due to the current condition of the structure. Rather than pursuing traditional demolition, staff is requesting approval to allow the structure to be utilized by the Fire Department for training purposes through a controlled burn. Following the training exercise, all remaining debris will be removed, and the site will be cleared appropriately.

Process to burn acquired structure:

- ✓ Release to Burn form must be signed by the property owner(s) giving the FD authority to pursue the site as a Live Fire Training opportunity – we have this form and ready to submit once approved to by Council.
 - ✓ Request an asbestos inspection which is paid for by the property owner – this was done October 15, 2025, and no asbestos was found.
 - ✓ Once results/analysis from the asbestos inspection are received, the FD will begin the paperwork with various state agencies – Chief Daughtry has this ready to go
1. Permit is requested through the NC Department of Health Hazard.
 2. Once the NESHAP Number is obtained, notification is given to NC DEQ (Air Quality Division).
 3. Notification to NC Office of State Fire Marshal.
 4. Request for Live Fire Training exercise through Johnston Community College.
 5. Set up the burn date and notify mutual aid partners of the Live Fire Training opportunity.
 6. Notification to Johnston County EMS to provide an ambulance and paramedics for the duration of the training.
 7. Notification to PD, if needed to assist with Traffic Control.
 8. Week prior to burn – advertise the Live Fire Training to the public.
 9. Day of burn – maintain air monitoring and traffic control for the duration of the training. (Traffic Control issues/challenges are typically handled by PD.)
 10. After burn down – begin demobilization of resources while maintaining adequate personnel/resources for fire watch during the decay phase.
 11. The property owner has 14 days to clean the site of debris not burned.
 12. 14-day follow-up – an FD representative will inspect the site to confirm the removal of debris.

Business Items





Request for Town Council Action

Business Item: DSDC Survey Results
Date: 05/19/2026

Subject: DSDC Survey & Benchmarks
Department: Administration
Presented by: Interim Town Manager - Kimberly Pickett
Presentation: Business Item

Issue Statement

To review the Downtown Business Feedback Survey that was conducted; Determine benchmarks moving forward

Financial Impact

N/A

Action Needed

Council to review survey and recommendations from staff on benchmarks moving forward.

Recommendation

To approve recommendations and goals

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Survey Results



STAFF REPORT

**Business
Agenda:** **DSDC
Survey
Results**
Date: 05/19/2026

On March 25, 2026, the Town of Smithfield sent a survey to all Downtown Businesses for the purpose of better understanding perspectives on the Downtown Smithfield Development Corporation (DSDC), current conditions, and future priorities. A total of 34 businesses responded, representing a diverse cross-section of downtown stakeholders, including retail, professional offices, restaurants, and service providers.

The results indicate:

- Moderate awareness but mixed confidence in DSDC
- Strong alignment on top priorities: foot traffic, parking, & marketing
- Significant concerns regarding economic impact & communication
- A notable divide in sentiment, with both strong support & strong criticism present

Business Composition

- ✚ Retail: 32%
- ✚ Professional Offices: 32%
- ✚ Restaurant/Food & Beverage: 12%
- ✚ Service-Based: 9%
- ✚ Arts/Entertainment: 3%
- ✚ Other: 12%

***Downtown lacks a critical mass of destination-based businesses (restaurants, entertainment), contributed to limited foot traffic*

Business Longevity

- More than 15 Years: 50%
- 8-15 Years: 9%
- 4-7 Years: 15%
- 1-3 Years: 18%
- Less than 1 Year: 8%

Awareness & Communication

- Very familiar: 53%
- Somewhat familiar: 32%
- Slightly familiar: 12%
- Not familiar: 3%

***While communication channels exist, effectiveness and consistency are concerns*

How often do you interact with DSDC?

- Frequent Interaction: 38%
- Occasional Interaction: 26%
- Rarely Interact: 21%
- Never Interact: 15%

How do you typically receive information from DSDC?

- Email: 79%
- Social Media: 41%
- In-Person: 26%
- Events: 24%
- Word of Mouth: 18%
- No Updates: 9%
- Other: 6%

Perceived Impact

- Excellent: 20%
- Good: 32%
- Fair: 9%
- Poor: 24%
- Unsure: 15%

When asked how effective DSDC had been in the following areas (1=very ineffective to 5=very effective)



Do DSDC events or initiative bring customers to your business?

- Yes, significantly: 3%
- Yes, somewhat: 29%
- Not really: 27%
- Not at all: 29%
- Unsure: 12%

Rate DSDC's communication

- Excellent: 24%
- Good: 26%
- Fair: 21%
- Poor: 29%

***DSDC is viewed as active, but economic impact on business is unclear or limited*

Do you have opportunities to provide input?

- Yes: 44%
- Somewhat: 26%
- No: 21%
- Not sure: 9%

Top Business Priorities

Which of the following should be DSDC's top priorities?

1. Marketing Downtown (71%)
2. Increasing Foot Traffic (47%)
3. Events & Festivals (47%)
4. Beautification/Streetscape Improvements (44%)
5. Business Recruitment (41%)
6. Business Support Programs (29%)

***Businesses prioritize economic activation over aesthetics alone*

Key Issues Identified in Survey:

1. Parking & Accessibility
 - a. Most frequently cited concern across responses
 - b. Issues include availability, enforcement, and turnover
2. Foot traffic & Economic Activity
 - a. Businesses report limited customers are attending events, however are not returning later as paying customers
 - b. Downtown activity is heavily tied to courthouse-related visits
3. Vacant storefronts & Business mix
 - a. Strong desire for more restaurants, retail, and destination businesses
 - b. Concerns regarding underutilized properties
4. Communication & Inclusion
 - a. Perceived inconsistency in outreach
 - b. Concerns about lack of inclusion among all businesses
5. Organizational trust & Leadership
 - a. Wide range of sentiments within the open-ended responses
 - b. There is a trust gap that may impact collaboration and participation
6. Downtown environment
 - a. Positive feedback on beautification efforts
 - b. Ongoing concerns regarding:
 - i. Cleanliness
 - ii. Maintenance
 - iii. Perception of Safety

***Items highlighted in Yellow are referenced as items that the DSDC cannot control*

Performance Benchmarks/Goals for upcoming Contract:

A. Perception & Trust

- Baseline: 53% positive impact rating & 50% positive communication rating
- 1-Year Target: Increase positive impact rating to 65% & communication to 70% - Ensure 100% annual outreach to downtown businesses
- 3-Year Target: Increase positive impact rating to 80% & communication to 85% - Achieve consistent outreach to downtown businesses at 100% annually
- ✓ Goal – monthly check in visits with stores/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% feel 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% that DSDC programming is driving customers to the stores
- ✓ Goal – Develop targeted market campaigns; align events with business goals; restart the Business Alliance

D. Events & Programming

- Baseline: Mixed perception of effectiveness
- 1-Year Target: Reduce conflict with existing businesses, if possible, align events with business needs
- 3-Year Target: Increase to 70% that DSDC programming is driving customers to the stores
- ✓ Goal – Develop targeted market campaigns; align events with business goals; restart the Business Alliance

E. Marketing & Promotion

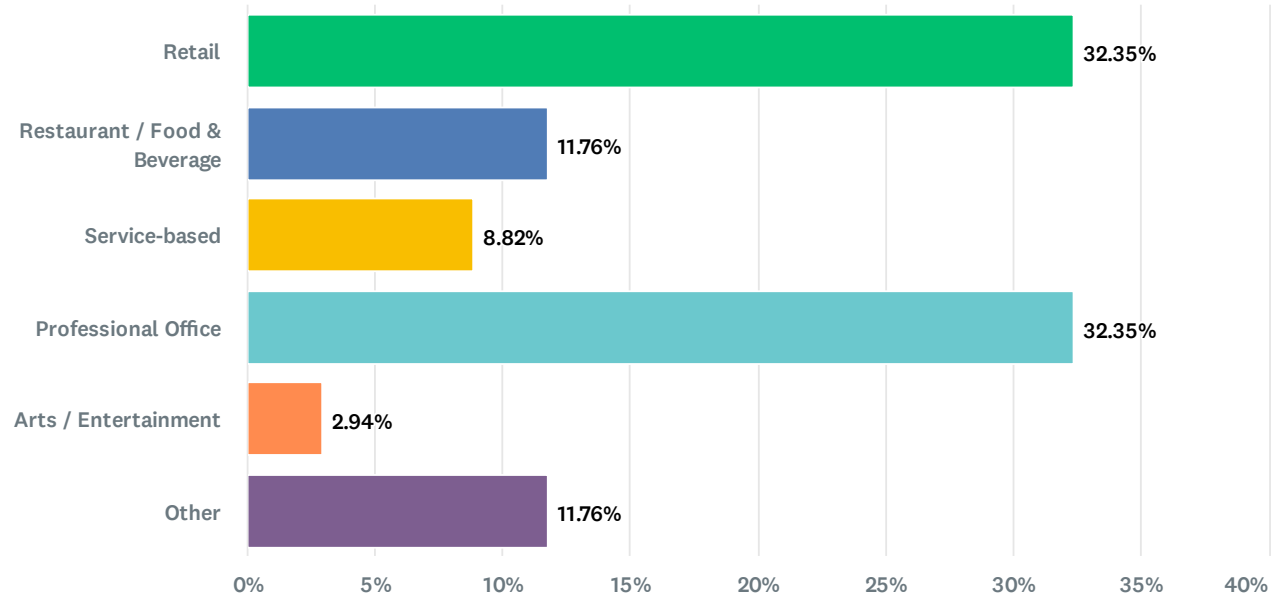
- Baseline: 70% of respondents identified marketing as top priority
- 1-Year Target: Develop coordinated marketing strategy focusing on downtown; increase engagement across communication platforms; ensure inclusion of all businesses
- 3-Year Target: Establish strong regional brand identity; increase 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 on how 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

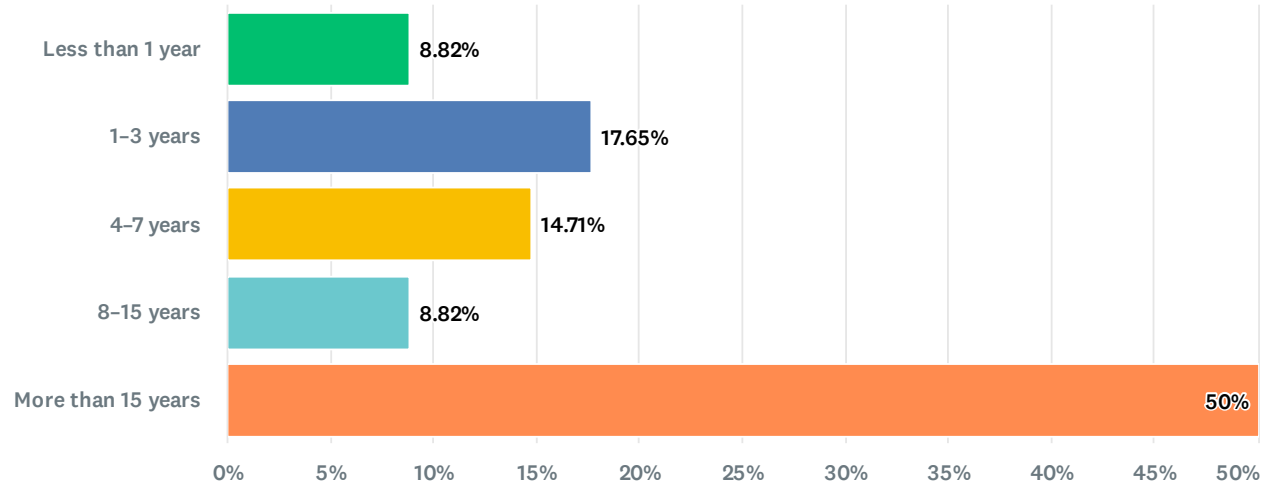
Q1 What type of business do you operate in Downtown Smithfield?

Answered: 34 Skipped: 0



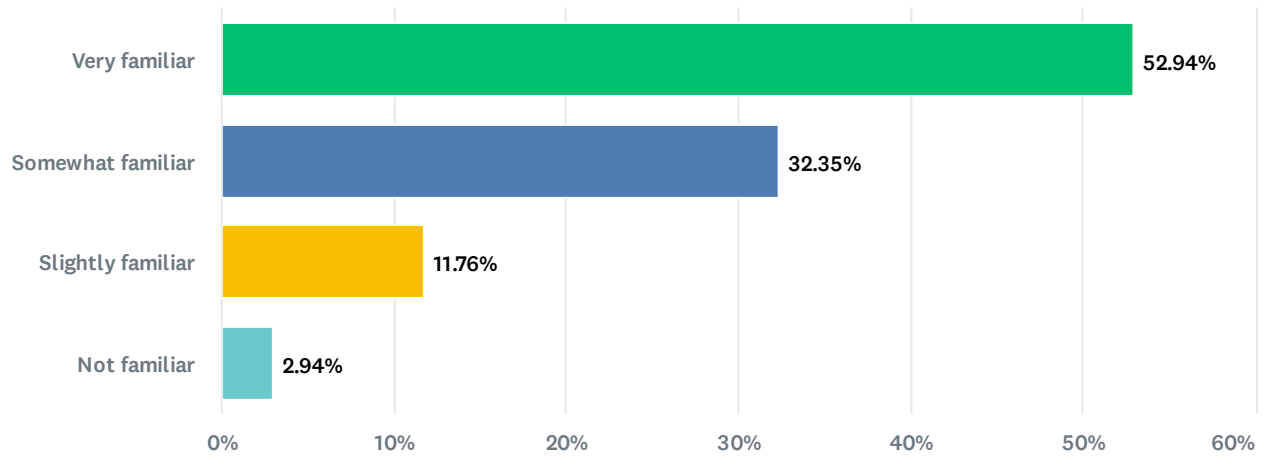
Q2 How long has your business been located in Downtown Smithfield?

Answered: 34 Skipped: 0



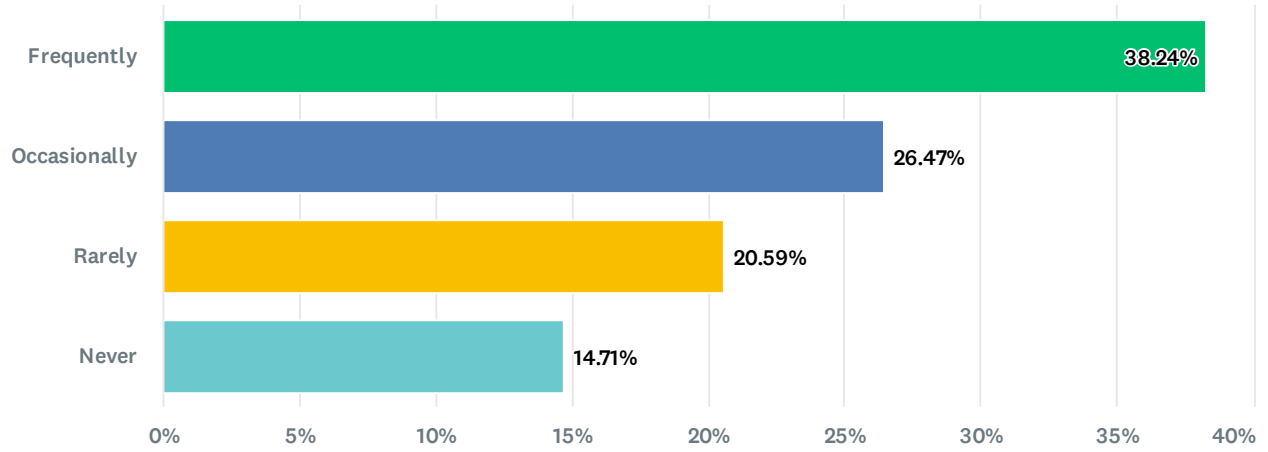
Q3 How familiar are you with the work of the Downtown Smithfield Development Corporation (DSDC)?

Answered: 34 Skipped: 0



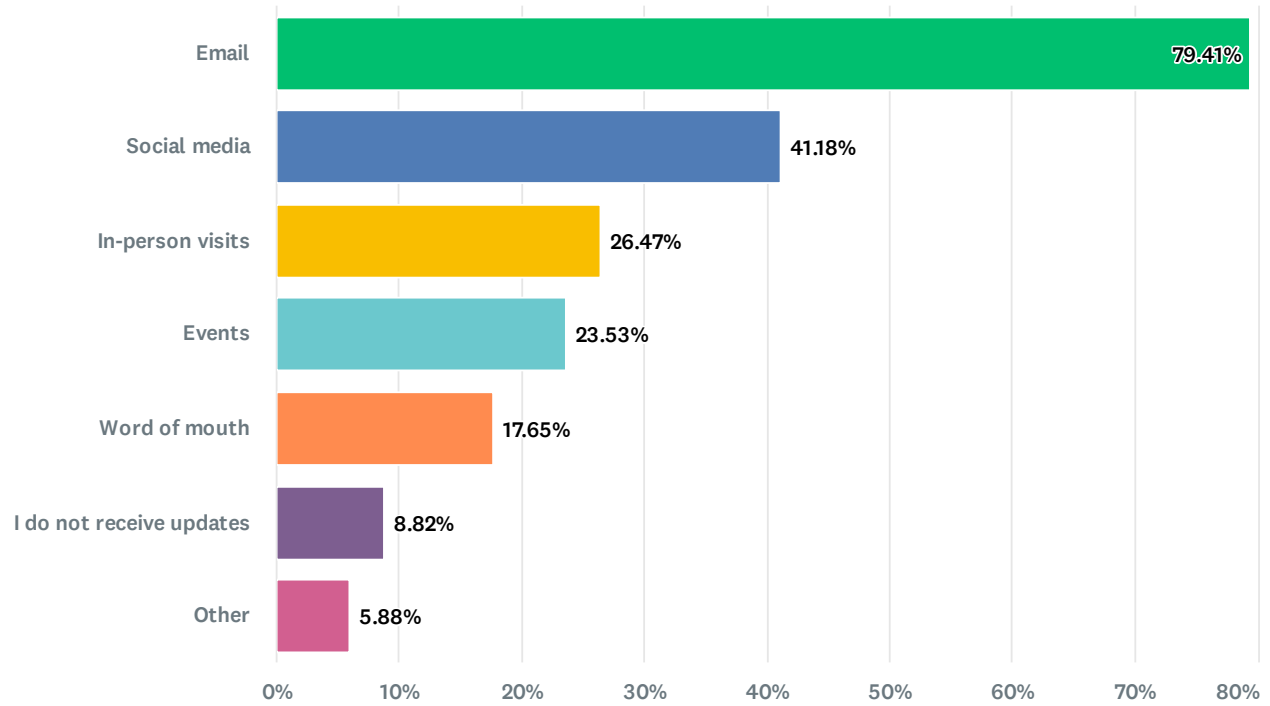
Q4 How often do you interact with or hear from DSDC?

Answered: 34 Skipped: 0



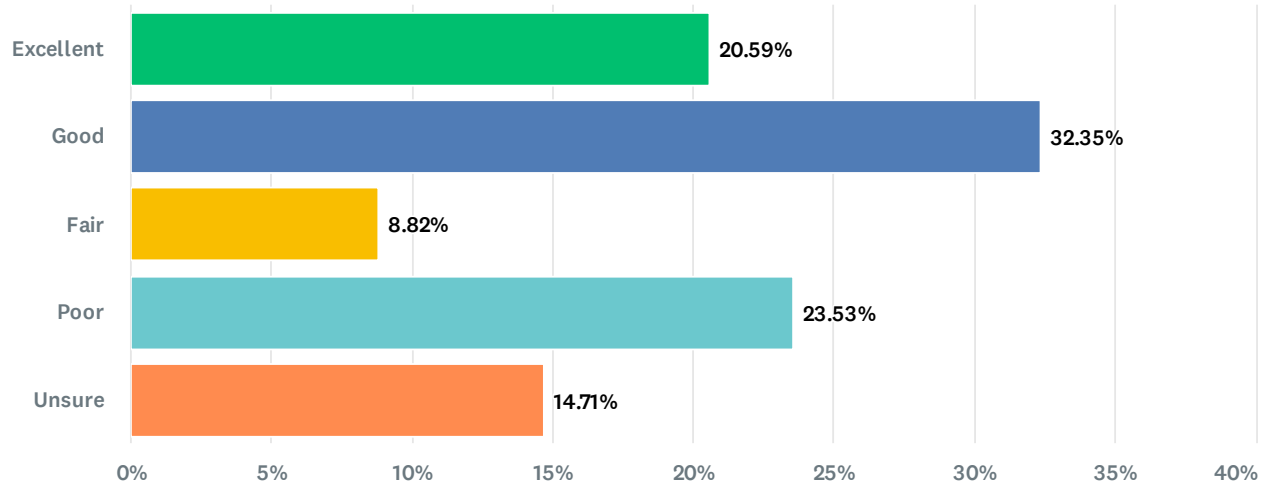
Q5 How do you typically receive information from DSDC? (Select all that apply)

Answered: 34 Skipped: 0



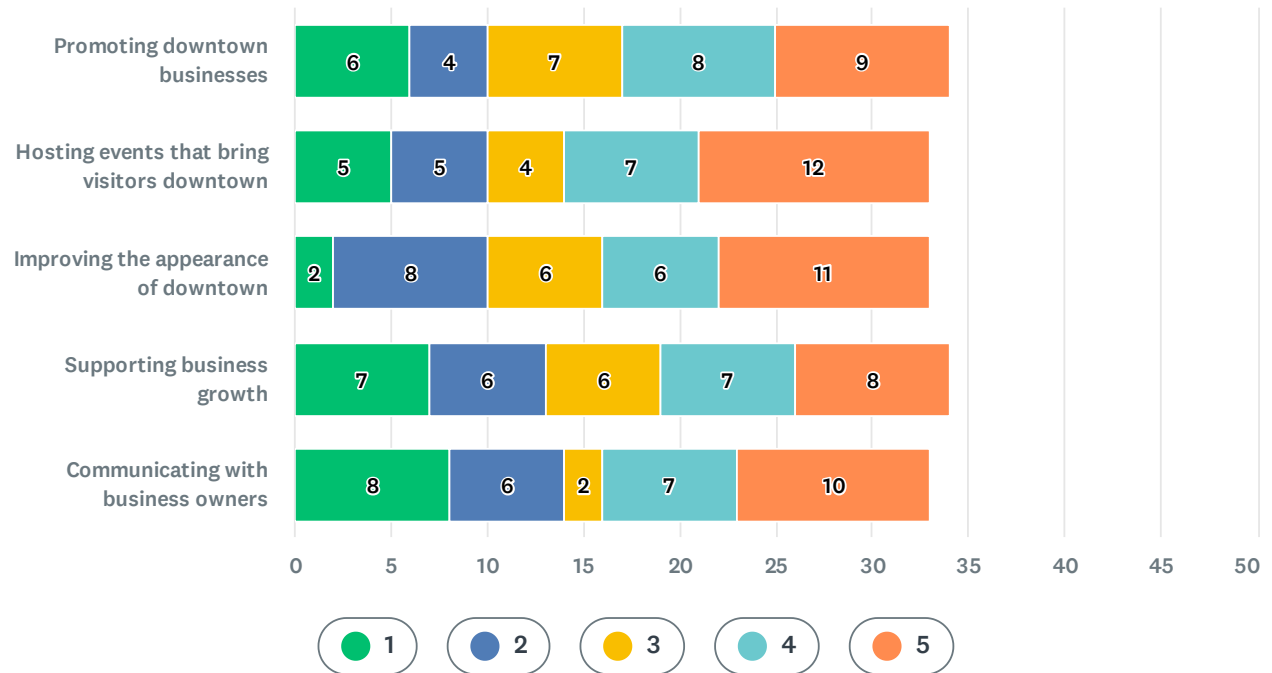
Q6 How would you rate DSDC's overall impact on Downtown Smithfield?

Answered: 34 Skipped: 0



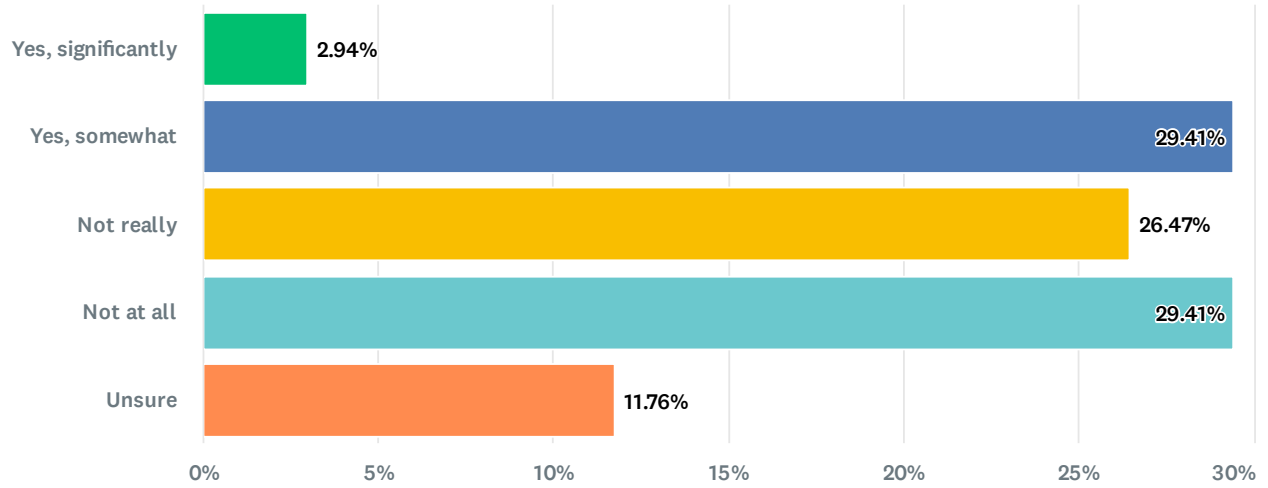
Q7 How effective has DSDC been in the following areas?(1 = Very ineffective, 5 = Very effective)

Answered: 33 Skipped: 1



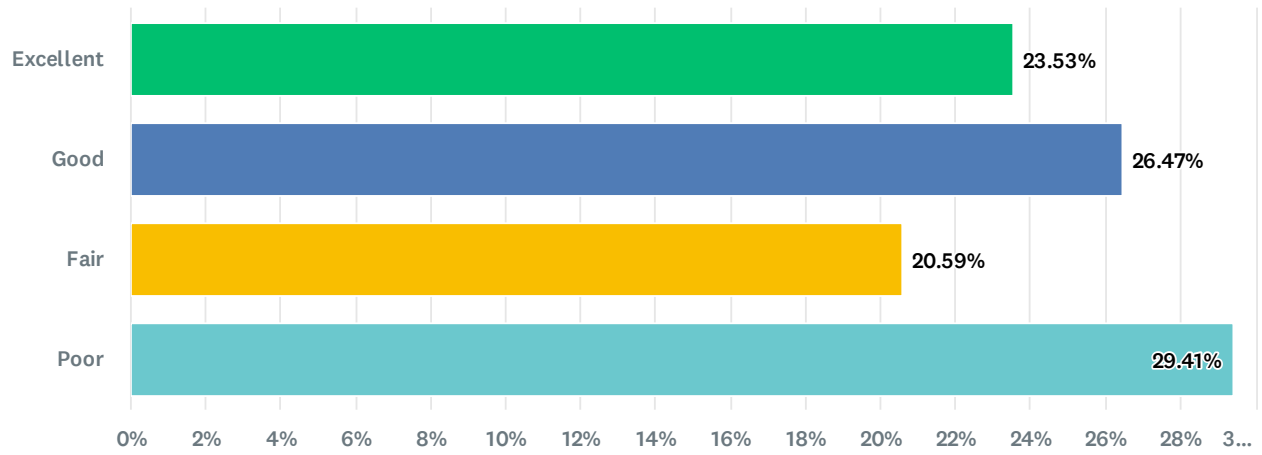
Q8 Have DSDC events or initiatives brought customers to your business?

Answered: 34 Skipped: 0



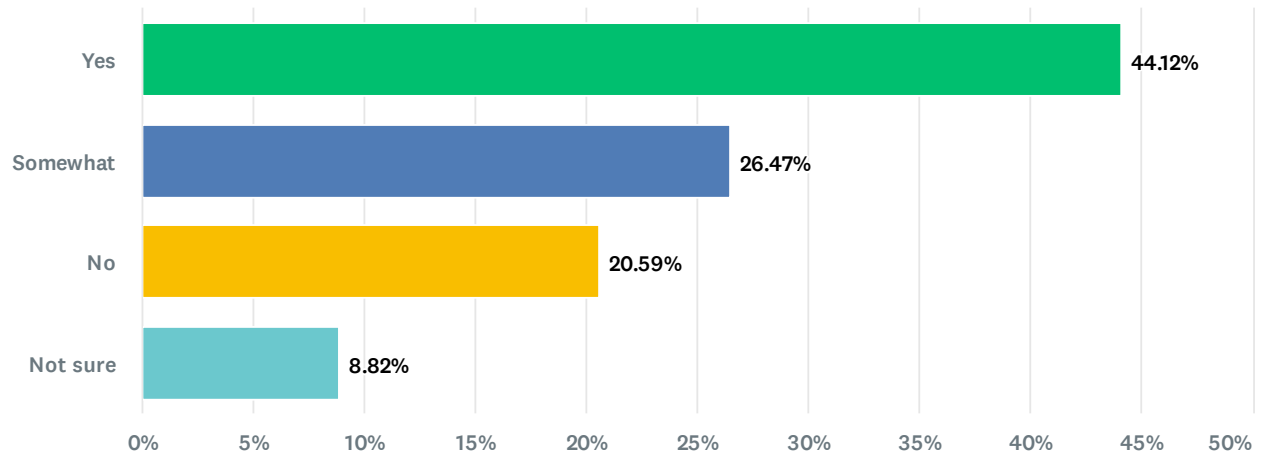
Q9 How would you rate DSDC's communication with downtown businesses?

Answered: 34 Skipped: 0



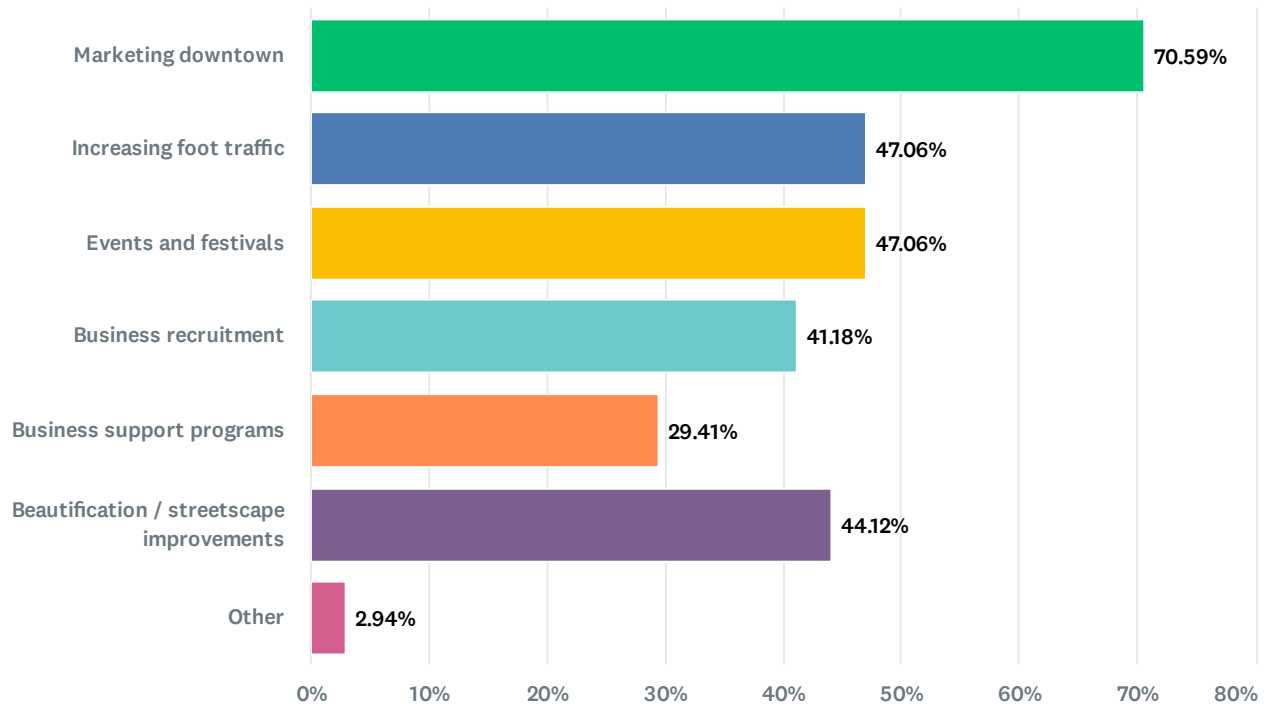
Q10 Do you feel your business has opportunities to provide input to DSDC?

Answered: 34 Skipped: 0



Q11 Which of the following should be DSDC's top priorities? (Select up to 3)

Answered: 34 Skipped: 0



Q12 What programs or services would help your business succeed?

Answered: 20 Skipped: 14

#	RESPONSES	DATE
1	Honestly, my business is more of a destination store. But I want to see other businesses around me thrive because of an increase in foot traffic. Whatever program or service that encourages more people to explore downtown.	4/14/2026 2:44 PM
2	Making downtown more attractive is always helpful	4/14/2026 1:58 PM
3	Grants information.	4/14/2026 1:09 PM
4	General improvements, parking, streetscaping downtown	4/13/2026 6:09 PM
5	Working with tour operators to bring more visitors	4/13/2026 4:53 PM
6	Rid of bailbonds and vape shoppes. Big grants for more retail and restaurants. Our grants are awful that we have.	4/9/2026 7:55 PM
7	Better marketing of the town on all levels to make property owners with vacant buildings upfit them to get them rented out or sell them so someone else can upfit the vacant buildings. Recruit new, marketable businesses downtown, such as retail, restaurant and bars. Near 100% of foot traffic downtown is courthouse traffic. Recruiting these types of business will attract persons downtown to spend money instead of only coming to handle their legal issues.	4/9/2026 6:36 PM
8	Not sure	4/9/2026 1:47 PM
9	More grants that help with established downtown businesses - not just for the appearance of their buildings which in most cases only benefits the landlords and not the business owners.	4/2/2026 2:29 PM
10	Events that attracted services customer ie DoD personnel, local city and state customer with needs in IT, Cyber, Software Development, operational support (embedded)	3/29/2026 3:28 PM
11	Parking and addressing vagrancy would help tremendously.	3/26/2026 1:21 PM
12	More foot traffic	3/26/2026 12:16 PM
13	We are a health based business. Really not sure of what programs would be helpful.	3/25/2026 6:04 PM
14	Opportunities are only provided for restaurants/retail Our offices supply a lot of business for the restaurants The significant grants, etc that are given to help with beautification or upgrades are limited to restaurants/retail. Beautification with decor and signs would be much appreciated as everyone can benefit from visual enhancement.	3/25/2026 5:51 PM
15	Overall commitment from Town leaders and investors to bring new Vibrant business	3/25/2026 2:23 PM
16	Anything that promotes a vibrant and active downtown.	3/25/2026 2:21 PM
17	Besides Parking on Main Street? More results and less talking about what is going or hoping to happen	3/25/2026 12:41 PM
18	Obviously more foot traffic and better street parking throughout the day instead of courthouse employees taking the best parking and staying there all day. Enforce time limits including marked police vehicles.	3/25/2026 11:57 AM
19	All the types mentioned above.	3/25/2026 11:23 AM
20	Test	3/25/2026 11:09 AM

Q13 What do you think DSDC is doing well?

Answered: 22 Skipped: 12

#	RESPONSES	DATE
1	A lot of things I hear about the DSDC are mostly negative. But I only ever get a few emails from them and the rest is from word of mouth.	4/14/2026 2:44 PM
2	Vast improvement in appearance- planters, murals, etc.	4/14/2026 1:58 PM
3	Alienating business owners. Why is Twisted Willow and Dragonfly Boutique not included in things?	4/14/2026 1:09 PM
4	Downtown beautification, outreach to businesses	4/13/2026 6:09 PM
5	Thinking outside the box, marketing, event planning, bringing people together to discuss ways to improve the downtown, to name a few	4/13/2026 4:53 PM
6	Driving stores to close. We have lost 11 stores in downtown since the new director stepped in her role going on 2 years ago. Good job	4/9/2026 7:55 PM
7	Nothing. As former president of the organization and board member I have a unique perspective on how the organization is currently operating. The director is grossly inadequate, she does not take constructive criticisms from business owners, rather black balls them so they do not have voice. The board does not adequately monitor the work (or lack of work) of the director and allows her to run rogue. As a former board member and President, I am fully aware that the director role has NO authority to make decisions without the approval of the board. The director is supposed to be the doer, the person that coordinates and implements the decisions made by the board. We have countless examples of her acting as a solo decision maker and the lack luster board then stands behind her to save their face.	4/9/2026 6:36 PM
8	I don't know	4/9/2026 1:47 PM
9	unnecessarily spending money	4/2/2026 2:29 PM
10	Engaging the community	3/29/2026 3:28 PM
11	Enhancing the appearance of the downtown are with the addition of the large flower pots & the library courtyard.	3/28/2026 3:35 PM
12	The DSDC's mission is to cultivate an ecosystem where property values rise and every business has a foundation for success. While the DSDC provides the vital infrastructure and regional appeal, the 'last mile'—the actual conversion of visitors into customers—rightly remains the responsibility of each individual business owner. We build the destination; our merchants build the experience.	3/26/2026 1:21 PM
13	Communication	3/26/2026 12:16 PM
14	My honest opinion nothing	3/25/2026 7:33 PM
15	Very creative events that is bringing new / old people to utilize and enjoy downtown area.	3/25/2026 6:04 PM
16	Excellent job in trying to move the town forward with so many obstacles that were inherited. Great communication and encouragement to engage others. Great strategic planning	3/25/2026 5:51 PM
17	Information s the sharing and support.	3/25/2026 2:23 PM
18	Maintaining existing programs.	3/25/2026 2:21 PM
19	If the DSDC is responsible for the Ham & Yam it's wonderful.	3/25/2026 12:41 PM
20	Events	3/25/2026 11:57 AM
21	They are doing everything amazing.	3/25/2026 11:23 AM
22	Test	3/25/2026 11:09 AM

Q14 What could DSDC improve?

Answered: 19 Skipped: 15

#	RESPONSES	DATE
1	I do not interact with them enough to give a useful opinion. As of right now, the only thing that I know that is affecting other businesses is the increase in homeless people and the parking situation.	4/14/2026 2:44 PM
2	Shut it down. Business owners can work together and get better results. I'm moving my business because of the Social District that doesn't help any retail store.	4/14/2026 1:09 PM
3	Difficult to unite downtown businesses but always room to improve	4/13/2026 6:09 PM
4	Develop a master plan that includes more space for retail, restaurant, and cultural attractions	4/13/2026 4:53 PM
5	When you write an email or survey, or anything coming from the DSDC, include ALL OF THE DOWNTOWN BUSINESSES. Not just the ones that you cater to, or actually visit. Lack of communication on all levels. Quit blocking ones on social media because they ask questions. Residents and store owners. It is embarrassing. Rid of the DSDC. We are the only town around us that has this, instead of a chamber of commerce or small business alliance. Rid of the DSDC. It drains the money out of all of us store owners ,paying extra tax to fund this Corp. And the money is used for 2 employees ? What other towns have ones they pay to do thier jobs? Ask clayton, selma, four oaks benson etc. Smithfield is the only town that pays to have a director and a full time staffer.Why are we giving the DSDC 100,000 a year for 2 paychecks? And coming from us businesses that are struggling now with a dying downtown with no foot traffic and no parking.	4/9/2026 7:55 PM
6	First, fire Heidi, she is horrible. She does not know her role and needs an assistant to get anything done for her so she can claim credit. Not sure why she wants to claim credit as everything that has been done for the past 2 years has been done at a very remedial level. Events have dropped off significantly making them more of a nuisance to be open for rather than the money makers they have been in years past. Events are poorly organized, rarely communicated, hardly marketed and very poorly attended. The board needs to do some serious sole searching. There needs to be retail store owners on the board to give the perspective of the needs of retail establishments. The driving force behind the board currently be primarily made up by attorneys and property owners, neither of which understand the business model need of foot traffic to sustain a business. Better yet, dissolve the DSDC, use the tax moneys used to fund the DSDC to coordinate grants for small businesses and encourage the existing business owners to get more involved in the whole of downtown much like a small business alliance. The DSDC at this point is a worthless entity that hinders my business more than it helps it. The fact that we are taxed at a higher rate to assist in funding this thorn in our sides is a travesty.	4/9/2026 6:36 PM
7	Promoting downtown, communicating with businesses, building relationships with each business owner (there's not many so it's possible to do), promoting businesses and supporting/shopping with downtown businesses. That is in the bi-laws for each board member, especially as director.	4/2/2026 2:29 PM
8	Future events notifications	3/29/2026 3:28 PM
9	Trash pickup of limbs and branches since there is none currently	3/27/2026 5:32 PM
10	Staff walking the streets and meeting face to face with business owners has been lacking in my opinion.	3/26/2026 1:21 PM
11	Look to form relationships with other similar downtowns	3/26/2026 12:16 PM
12	Event, promoting business, visiting stores more than once year, sending out emails to every business, bring in more business downtown instead of running them off	3/25/2026 7:33 PM
13	NA	3/25/2026 5:51 PM
14	communication	3/25/2026 2:47 PM

15	I'd like to see more active recruiting of businesses to the downtown area. This may not be fair, but it is my view of things. I feel like we're just trying to keep the downtown area afloat instead of trying to convert it to a destination that people want to go to. Would like to see something happen with JE Wilson's depressed buildings. Would like to recruit a reputable brewery or tap room. Would like another restaurant, particularly for dinner. Would like an active solution to parking problems. Again this may be unfair, but we seem reactionary.	3/25/2026 2:21 PM
16	Personal communication. What would or could help out each business downtown. Plan events with the business owners or managers.	3/25/2026 12:41 PM
17	New fresh events instead of the same ones year after year.	3/25/2026 11:57 AM
18	Increase more of public meeting for better ideas sharing.	3/25/2026 11:23 AM
19	Test	3/25/2026 11:09 AM

Q15 What is the one thing that could improve your business in Downtown Smithfield?

Answered: 23 Skipped: 11

#	RESPONSES	DATE
1	Just like the previous question, the parking issue and the increase in homeless people wondering downtown. Sometimes even harassing other people and customers.	4/14/2026 2:44 PM
2	Farmers Market was helpful when we had it.	4/14/2026 1:09 PM
3	Attention to maintenance downtown	4/13/2026 6:09 PM
4	more pedestrian-friendly streets and cross-walks	4/13/2026 4:53 PM
5	More GOOD Retail and Restaurants	4/9/2026 7:55 PM
6	Fill the vacant store fronts. If current property owners do not get busy in upfitting them, the town should fine them monthly until they do.	4/9/2026 6:36 PM
7	Local support	4/9/2026 1:47 PM
8	More events that aim to benefit downtown businesses. Not bringing in food trucks or vendors with the same items us business owners have.	4/2/2026 2:29 PM
9	N/A	3/29/2026 3:28 PM
10	Removing the homeless population. (This has recently become a huge problem for us.) Soliciting more upscale retail businesses. Updating/remodeling the delapidated buildings. Adding more lighting throughout downtown.	3/28/2026 3:35 PM
11	The DSDC's primary mission is to manage and improve our collective 'commons'—our sidewalks, parking, and streetscapes. However, the impact of these aesthetic investments is fundamentally capped by unresolved social challenges. While beautification projects like floral displays enhance our charm, their value is diminished if the underlying issue of homelessness in the district remains unaddressed. For our physical investments to truly yield a return, we must pair them with a comprehensive strategy for the downtown environment	3/26/2026 1:21 PM
12	Parking and more businesses open later	3/26/2026 12:16 PM
13	Stronger leadership	3/25/2026 7:33 PM
14	Signage and customers being aware that our business is in the downtown area.	3/25/2026 6:04 PM
15	Creating a beautiful visual for auto traffic and foot traffic. All the things you are working on are addressing this. But are held back due to lack of funding...doing great with what you have to work with	3/25/2026 5:51 PM
16	Street scaping and way finding for parking and location of business. Increase budget for street improvements and lighting etc to help maximize the opportunity. If the Board invest in the efforts as well as funding it would direct the cause...We Care..	3/25/2026 2:23 PM
17	More foot traffic	3/25/2026 2:21 PM
18	Parking!!! We have been very blessed. Follow though on street scaping project	3/25/2026 12:41 PM
19	Parking and more places to eat	3/25/2026 12:27 PM
20	Less trucks through downtown and better and safer streets that aren't run down.	3/25/2026 11:57 AM
21	Footfall.	3/25/2026 11:23 AM
22	Reinstall street parking!	3/25/2026 11:22 AM
23	Test	3/25/2026 11:09 AM

Q16 Any additional comments or suggestions?

Answered: 15 Skipped: 19

#	RESPONSES	DATE
1	No.	4/14/2026 2:44 PM
2	Fix planning dept. Eliminate checklist to get utilities turned on.	4/14/2026 1:09 PM
3	Work with the town to come up with a plan to pick up trash on the streets on a daily basis and to keep vagrants from discouraging visitors	4/13/2026 4:53 PM
4	<p>When Heidi Gilmond got in almost 2 years ago, aka the director, after our first meeting with her, when we heard she was removing my husband John off of head of DSDC promotions. We went to talk to her. We were informed if he didnt excuse himself from being in charge, she would make sure to pass a bylaw to get him off of it. We were told " Back where she came from" aka Montana where she moved to NC less than a year prior to her taking this position that only 2 people applied for, that this is what they did up in Kalispell Montana. So we left. Shortly after that meeting at the Hastings house, We got an email from Micheal Scott, the former Town manager, that Heidi claimed we created a hostile work environment, and we were not allowed to speak to her. Which blew our mind. Funny what Helen is doing now on the DSDC is what Heidi and Bill Johnson tried to get Brittany fired for because she promoted our events. Also Heidi spread the rumor that we stole from the town. Heidis husband is quite known as well to stalk us on social media , and yes we have prrof of that, and documented.He has even done a background check as to when me and John got married. When he moved into my house and our background. Would also write on community pages about that, plus how " twisted" we are....when we blocked him, he made fake accounts and also PMed us to bring up personal things to say about us. Then a few months ago the daughter of Heidi gilmond. Daughter threw jabs at me because as you all should be aware, Heidi has been watching her 2 grandkids at the Hastings house , while on the clock and being paid with our tax money. Multiple days a week, even bringing her grandkids to many functions for the town all while " working." All of us store owners are aware of this, hence why she needed a full time helper because of her lack of getting work done. John , my husband, did her job for 17 weeks and never asked for a paycheck, and did it part time. Yoy all are spending money on a lady that doesn't even live in this town, but lives in Goldsboro. Why didnt she help that town revamp? Because thats another town that does not pay anyone that is helping revive the town. Why are we? And why are us as store owners penalized for asking questions? Going to a meeting with the president of the DSDC and the interim town manager Which lasted 2.5 hours. I commend kim Pickett for calling for it, however having Mary Reece roll her eyes at us over a dozen times just shows you how us store owners are thought of with the DSDC Not the first time many of us downtown businesses have had the treatment from the director or President of the DSDC roll eyes or take swipes at many of us downtown. Hence why so many are leaving. Clearly they have the answers all while no new business's and And now we all get blackballed. Ask businesses downtown, when was the last time Heidi has walked in any of our stores, minus the 4 or 5 she visits and seemgly only promotes. We all talk! Dissolve the DSDC, put a director under the towns salary to keep an eye on what is actually being accomplished. Take the 100,000 dollars bled into this DSDC and make 5 - \$20,000 grants for ones to start up a 2 year lease in downtown. Quit thinking posting on a dsdc fb page and Instagram is getting the word out about anything. Hence why the events are such low attendance. Quit just advertising the local coffee shop and 2 or 3 other places, we all see this. And its unacceptable to have a husband of the directoe of the DSDC stalk and harrass ones that comment or have issues with Heidi. I didnt know Smithfield is now the mafia. Im tired of many residentsand store owners livid about the direction of this town. And us store owners are tired we are the ones that pay the paychecks of the ones you all put in and we are all ignored. BTW noone shows up at the small business alliance meetings because of Heidi being there with her eyeball rolls or smart comments. Remove her and help heal this town. Too many are unwilling to work with her with or participate in her events. BTW, we all got a good laugh when she demands all of us stay open during her events, but she closes up and leaves before it ends. Lets stop the embarrassment. Dissolve the DSDC and remover the Director. P.S are you all aware why Teasha Barth her last assistant left? Heidi was telling ones she thought were close to her about how awful of a job Teasha did</p>	4/9/2026 7:55 PM

and how lazy she was and never left the Hastings house. Well ask any business owner, Teasha was the only one going to all of our stores, always happy and caring. But Heidi cannot handle an assistant to do a better job than Heidi does. Or she will make sure to talk negative behind your back and make sure any blame thrown at Heidi is conveniently thrown as to the assistant not doing her job. Heidi takes zero accountability for the downfall of this town, as to why many owners are beyond livid and look at the DSDC as a complete failure

5	Eliminate the DSDC, it truly does more harm than good for our business. Minimally, businesses should be allowed to opt out of the increased tax if this entity remains when we can clearly show concrete evidence that the inadequacies of this organization have directly impacted our business in a negative way.	4/9/2026 6:36 PM
6	Over the past few years the decline of foot traffic has been dramatic. Which has impacted several of us business owners and our sales. This organization serves no purpose anymore other than spending money that they don't need to on silly, wasteful events. If you even try to communicate with the president or directory of the DSDC, they immediately shut you down and tell you you're wrong. They're here just to collect a paycheck as nothing negative has an impact. Voting within the board they will keep the same people on and nothing will ever change or grow.	4/2/2026 2:29 PM
7	N/A	3/29/2026 3:28 PM
8	DSDC really seems like a waste of time and money in my opinion	3/27/2026 5:32 PM
9	Like any growing community, our downtown experiences natural cycles of momentum. While it is tempting to compare ourselves to neighboring towns, we must focus on our own foundation: property standards and marketability. While most owners are invested in our success, 'absentee' ownership remains a challenge to our collective aesthetic. To overcome this, we must streamline the intersection of zoning, fire, and safety inspections to ensure our regulatory environment is as 'business-friendly' as the community we are trying to build.	3/26/2026 1:21 PM
10	See number 15	3/26/2026 12:16 PM
11	"Consistent, intentional efforts to increase foot traffic and recruit new businesses. Downtown Smithfield has so much potential, but without strategic marketing, better event planning, and active support for existing businesses, it's difficult to grow. We need stronger leadership focused on bringing people and new businesses downtown.	3/25/2026 7:33 PM
12	Continue to get community involved in the vision of Downtown. Gain confidence from business investors to invest in Downtown .	3/25/2026 2:23 PM
13	I don't have anything negative about the DSDC, Just think focus is not on what needs to be done, having a event just to have an event isn't always whats best.	3/25/2026 12:41 PM
14	I think the issue is you guys have become mist receptive to the loudest most complaining businesses. Those businesses who have made the parking situation on 3rd worse. They have done so because they are only concerned with their customers. Their only goal is to go to dial media and complain and divide everyone. Just because they are loud does does not mean anyone should run to them and act like this needs are more important than anyone. I have been at the same location for over 20 years and they make it miserable. Please be just as attentive to us as you are to the mad social media posters.	3/25/2026 11:49 AM
15	Test	3/25/2026 11:09 AM

Q17 Business Name (optional)

Answered: 12 Skipped: 22

#	RESPONSES	DATE
1	Johnston County Heritage Center	4/13/2026 4:53 PM
2	Terri The Twisted willow	4/9/2026 7:55 PM
3	The Twisted Willow/The Antique Pewhunters - Owner #1	4/9/2026 6:36 PM
4	Jewel's Formals	3/28/2026 3:35 PM
5	Chris Johnson	3/26/2026 1:21 PM
6	blacks tire	3/26/2026 8:32 AM
7	Boutique 12/20	3/25/2026 7:33 PM
8	Neuse Dental Group	3/25/2026 6:04 PM
9	Robert Denning Law	3/25/2026 2:47 PM
10	Evans Jewelers	3/25/2026 2:23 PM
11	Gothams Deli	3/25/2026 12:41 PM
12	Curry Corner	3/25/2026 11:23 AM



Request for Town Council Action

Business Item: College Pond
Date: 05/19/2026

Subject: College Pond Retrofit
Department: Administration
Presented by: Interim Town Manager - Kimberly Pickett
Presentation: Business Agenda Item

Issue Statement

To enter a Grant Contract with NCLWF for the College Pond Retrofit Project

Financial Impact

\$135,000 to be budgeted over FY26/27 and FY27/28

Action Needed

Council to approve or deny Grant Contract

Recommendation

Staff recommends approval.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. 2025-1003 Smithfield-College Pond Retrofit Grant Draft Contract
3. 2025 NCLWF Grant Awards Documents



STAFF REPORT

Business	College
Item:	Pond
Date:	05/19/2026

This project was initiated under previous staff member, Stephen Wensman. On October 10, 2025, the Town of Smithfield was notified that it had been awarded grant funding in the amount of \$783,351 from the North Carolina Land and Water Fund (NCLWF) Board of Trustees for the 2025-1003 Smithfield College Pond Retrofit Project.

This project takes place at an existing stormwater retention pond located in the Neuse River Basin within the Spring Branch Watershed.

This watershed is currently experiencing excessive flooding in residential areas, along with increased nutrient inputs from upstream commercial areas and the local college.

The project is intended to reduce flooding in the Spring Branch Watershed in downtown Smithfield and improve water quality in the Spring Branch Watershed and the Neuse River Basin. This will be accomplished through the installation of Continuous Monitoring and Adaptive Control (CMAC) and Real-Time Controls (RTC) at the outflow of College Pond, combined with the installation of floating wetlands near the inflows to maximize nutrient uptake and retention.

An Operations and Management Plan will be developed and implemented for a period of at least ten years following project construction. The Town, as the grantee, will be responsible for the operation and maintenance of the stormwater management practices installed during the contract period. After the contract expiration date, all operations, functional maintenance, and aesthetic upkeep will be the responsibility of the Town of Smithfield and/or a contractor of its choosing.

The town has been working with Brian Roberts from McCormick Taylor, and with his continued support, we will complete the following activities to satisfy the following scopes of work:

1. Design the project and obtain all required permits
2. Construct the project in accordance with approved design plans
3. Monitor the project and evaluate results
4. Develop a maintenance plan and estimate annual costs
5. Disseminate findings and results
6. Manage the project and provide reporting to the NCLWF

The town has until May 31, 2029 to execute the completion of this grant.

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

NCLWF PROJECT: 2025-1003 - Smithfield - College Pond Retrofit

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

Grantor Contract Administrator: Will Price
1651 Mail Service Center
Raleigh, NC 27699-1651
Phone: (919) 707-9490
Email: will.price@dncr.nc.gov

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

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

Grant Recipient Fiscal Year End Date: June 30

Grant Recipient Contract Administrator: Kimberly Pickett
Town of Smithfield
350 East Market Street PO Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116;1102
Email: kimberly.pickett@smithfield-nc.com

GRANT AWARD DATE: October 1, 2025 (“Award Date”)

CONTRACT EFFECTIVE DATE: _____ (“Effective Date”)

DEADLINE TO ENTER INTO CONSTRUCTION CONTRACT: _____

CONTRACT EXPIRATION DATE: May 31, 2029 (“Expiration Date”)

DEADLINE FOR RECEIPT BY NCLWF OF REIMBURSEMENT/PAYMENT REQUESTS:
June 14, 2029 (“Reimbursement Date”)

GRANT AMOUNT: up to \$783,351 (“Grant”)

DEPARTMENT: 4600 **ACCOUNT:** 56400047 **BUDGET FUND:** 210210

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

The Grant Recipient agrees that it is subject to and will comply with the terms, promises, and any other requirements appearing either directly or by reference in the following documents, which are attached hereto and incorporated by reference into this Grant Contract:

- a. Exhibit A – Project Description
- b. Exhibit B – Project Budget
- c. Exhibit C – Payment Milestone Requirements
- d. Exhibit D – Does not apply (Government)
- e. Exhibit E – General Terms and Conditions

This Grant Contract constitutes the entire contract between the Parties, superseding all prior oral and written statements or contracts.

2. **Grant Recipient’s Duties.** The Grant Recipient agrees to conduct the project approved by the NCLWF for the purposes of and according to the Project Description in **Exhibit A** (“Project”), pursuant to the Budget set forth in the attached **Exhibit B**, in accordance with the terms of this Grant Contract, in accordance with any other applicable State statute or rule, and in accordance with the requirements of the NCLWF.
3. **NCLWF’s Duties.** Subject to the adherence to the requirements for disbursement, and subject to the appropriation, allocation, and availability to the NCLWF of Grant funds for the Project, the NCLWF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the Disbursement of Grant Fund Procedures set forth herein.
4. **Contract Period.** It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the NCLWF by the Reimbursement Date. After the Expiration Date, any Grant funds remaining under this Grant Contract will no longer be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date and that are submitted to the NCLWF no later than the Reimbursement Date. The NCLWF’s commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date.

The Grant Recipient is solely responsible for requesting an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date. The request for an extension must give complete details of the reasons why an extension is needed, propose a new expiration date for the Grant Contract, and be submitted via the NCLWF’s online grants management system. This request must be submitted to and received

by the NCLWF at least sixty (60) days prior to the Expiration Date. Approval of any requested extension is at the sole discretion of the NCLWF. The approval or denial of the requested extension will be based upon Project performance, among other factors. The NCLWF is not obligated to send reminders or other notification of an approaching Expiration Date.

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

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

documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.

- ii. Payment requests shall identify any sales tax for which reimbursement has been or will be obtained from the North Carolina Department of Revenue (“NCDOR”). The NCLWF will not reimburse the Grant Recipient for such amounts.
 - iii. Each payment request shall include a completed request for payment and progress report submitted using the online grants management system. The progress report shall describe work accomplished on the Project and progress toward completing the Project Scope of Work in Exhibit A.
- h. Requests for Payment in accordance with Invoice. The NCLWF may, upon request by the Grant Recipient, disburse Grant funds prior to the Grant Recipient’s actual payment to its vendors if such expenditures are documented by vendors’ third-party invoices. In order for the NCLWF to disburse Grant funds to the Grant Recipient based on unpaid third-party invoices, the Grant Recipient must submit the following documentation:
- i. The Grant Recipient shall acknowledge in the request for payment that the claim contains unpaid expenses to third-party vendors. The Grant Recipient shall also acknowledge that it shall comply with all terms of this Grant Contract in incurring the expense, has reviewed and approved the unpaid third-party invoice, and shall certify to the NCLWF that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed Grant funds.
 - ii. Payment requests shall be accompanied by appropriate itemized documentation supporting all expenses claimed and clearly identifying each expenditure for which payment is requested. Supporting documentation must be organized in a manner that clearly relates expenditures in the supporting documentation to the line items on the payment request form. Any request for payment that does not clearly identify each expenditure or does not relate each expenditure to the line items on the payment request form will not be processed and will be returned to the Grant Recipient for correction and resubmittal.
 - iii. Payment requests shall identify all amounts of sales tax for which the Grant Recipient and/or its vendors have or will obtain payment from the NCDOR. The NCLWF will not reimburse the Grant Recipient for such amounts.
 - iv. Each payment request shall include a request for payment and progress report submitted using the online grants management system. The progress report shall describe work accomplished as well as progress toward completing the Project Scope of Work in Exhibit A.
 - v. The Grant Recipient shall confirm in writing to the NCLWF within thirty (30) days of the disbursement of Grant funds, via the appropriate form provided on

the NCLWF's online grants management system, that the required payment has been made to the third party.

- i. Certification by Licensed Professional. At the option of the NCLWF, payments may be made only on the certificate and seal of an appropriately qualified licensed professional (e.g., licensed Professional Engineer) that the work for which the payment is requested has been completed in accordance with approved plans and specifications. An estimate by the construction contractor setting forth items to be paid out of the proceeds of each such payment shall be attached to the certificate. The NCLWF, at its option, may further require a certificate from such appropriately qualified licensed professional that the portion of the Project completed as of the date of the request for payment has been completed according to schedule and otherwise as approved by the NCLWF and according to applicable standards and requirements. However, the NCLWF may, at its discretion, make payments without requiring such certificates or construction contractor's estimate, in which event the Grant Recipient shall furnish the NCLWF a list of and the amounts of items to be paid out of the payment, or such other evidence as the NCLWF may require.
- j. Payment Based on Progress. The Grant Recipient agrees to proceed with diligence to complete the Project according to the schedule set out in **Exhibit C** and shall show appropriate progress prior to each payment by submitting a written report on the NCLWF's online grants management system. Payment may be withheld or delayed if the Grant Recipient fails to make progress on the Project satisfactory to the NCLWF. Amounts withheld shall be reimbursed with subsequent payments in the event that the Grant Recipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
- k. Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for expenses incurred on the Project and agrees to submit to the NCLWF all such receipts, affidavits, canceled checks, or other evidence of payment as may be requested from time to time and, when and if requested by the NCLWF, to furnish adequate proof of payment of all debts incurred on the Project.
- l. NCLWF Retaining Portion of Funds until Project Completion. The NCLWF will withhold payment from the Grant Recipient in the amount of \$50,000 ("Retainage") of the Grant until all items provided on Exhibit C in the section regarding "Submit before or accompanying request for final payment" are completed.
- m. Costs of Project Administration. The NCLWF agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such payment shall be made under the Project Administration line item of **Exhibit B** and shall conform to the following:
 - i. Costs allowable under the Project Administration line item shall be only reasonable costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the grant contract final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following:

- (a) compensation to the Grant Recipient's employees, plus the Grant Recipient's cost of paying benefits on such compensation (i.e., employees' pay multiplied by an audited or auditable benefits multiplier);
 - (b) compensation to the Grant Recipient's independent contractors (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or
 - (c) cost of professional services contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost.
- ii. Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Project Administration line item.
6. **Grant Withdrawal for Failure to Enter into a Construction Contract.** Pursuant to N.C.G.S. §143B-135.238(e), as amended by Session Law 2023-70, if the Project includes a construction component to be completed by a third party, this Grant award shall be withdrawn if the Grant Recipient fails to enter into a construction contract for the Project within one (1) year after the execution of this Grant Contract, unless the NCLWF's Board of Trustees finds that the Grant Recipient has good cause for the failure. If the Trustees find good cause for the Grant Recipient's failure, the Trustees shall set a new date by which the Grant Recipient must take action, or the Grant Recipient shall be deemed to have forfeited the Grant and the NCLWF shall be deemed to have no further obligations with regards to the Project.
7. **Reversion of Unexpended Grant Funds.** Any unexpended Grant funds shall revert to the NCLWF on the Reimbursement Date or upon termination of this Grant Contract, whichever occurs first.
8. **Reporting Requirements; Audit; Record Retention.** The Grant Recipient must submit to the NCLWF a progress report on the status of the Project on the first day of each calendar quarter (April 1, July 1, October 1, January 1) on a currently approved form available on the NCLWF website.

The Grant Recipient shall notify the NCLWF within thirty (30) days of any change to organization name, address, Federal I.D. number, banking information, documents and certifications required in Exhibits C (Footnote 1) and Exhibit D, or a change in Grant Recipient's status under the Section 501(c)(3) of the Internal Revenue Code of 1986.

The Grant Recipient must comply with all reporting requirements of N.C.G.S. §143C-6-21 through 143C-6-23, and Title 09, Subchapter 3M of the North Carolina Administrative Code ("N.C.A.C."), and any revisions thereof. The Grant Recipient must also provide the required documentation as set forth in Exhibits C and D, if applicable. All such required reports shall be filed in accordance with the applicable statutes and rules on any forms required or authorized by the Office of State Budget and Management ("OSBM") and the Office of the State Auditor ("OSA") and submitted to the NCLWF.

The State Auditor, the NCDNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other

authorized State entity shall have access to persons and records as such access is required under North Carolina law (including but not limited to N.C.G.S §§ 143-49 & 147-64.7). Additionally, as the State funding authority, NCDNCR shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. This access includes but is not limited to: ready access to persons and the ability to examine and copy all books, records, reports, vouchers, correspondence, files, personnel files, investments, and any other documentation of the Grant Recipient. The Grant Recipient shall retain complete accounting records, including original invoices, payrolls, Grant Contracts, working papers, or other documents clearly showing the nature of all costs incurred and expenditures made under this Grant Contract. The Grant Recipient agrees that the NCLWF, NCDNCR and OSA have the right to audit the books and records of the Grant Recipient pertaining to this Grant Contract both prior to Closing and for five (5) years after the completion or termination of this Grant Contract, or until all audit exceptions, if any, have been resolved, or for such a period of time allowed by N.C.G.S. §147-64.7, whichever is longer.

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

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

- a. For purposes of this Grant Contract, a “Grantee,” as defined in N.C.G.S. §143C-6-23, and “Recipient,” as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall also include the “Grant Recipient,” and the term “Grantee” shall mean and refer to an entity that is the recipient of an interest in real property.
- b. For purposes of this Grant Contract, a “Subgrantee,” as defined in N.C.G.S. §143C-6-23, and “Subrecipient,” as defined in 09 N.C.A.C. 03M .0102 and applicable to 09 N.C.A.C. 03M, shall be referred to as a “Sub-grant Recipient.”
- c. “State agency” shall mean a unit of the executive, legislative, or judicial branch of State government, such as a department, institution, division, commission, board, council, or school within The University of North Carolina System. The term does not include a unit of local government or a public authority. For purposes of this Grant Contract, both the North Carolina Department of Natural and Cultural Resources and the North Carolina Land and Water Fund are State agencies.
- d. “Grant” and “grant funds” as defined in N.C.G.S. §143C-6-23 means State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers’ and State Employees, or other similar medical programs. For purposes of this Grant Contract,

both “grant” and “grant funds” shall be referred to as the Grant that is provided to the Grant Recipient to carry out the objectives of the Grant Contract.

- e. “Grantor” means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective. For purposes of this Grant Contract, the Grantor is the North Carolina Land and Water Fund.
9. **Notice; Contract Administrators.** All notices, requests, or other communications permitted or required to be made under this Grant Contract shall be directed to the respective Contract Administrator. Notices shall be in writing, signed by the Party giving such notice. Notices shall be deemed received three (3) business days following the date when deposited in the mail, postage prepaid, registered, or certified mail, return receipt requested, unless another form is otherwise noted herein.
10. **Signature Warranty.** Each individual signing below warrants that he or she is duly authorized to sign this Grant Contract for the respective Party and to bind said Party to the terms and conditions of this Grant Contract.

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

GRANT RECIPIENT:

TOWN OF SMITHFIELD, a North Carolina Local Government Unit

By: _____

Name: ~~Stephen Wensman~~ M. Andy Moore

Title: ~~Planning Director~~ Mayor

Date: _____

GRANTOR:

NORTH CAROLINA LAND AND WATER FUND

By: _____

Name: John B. Wilson, Jr.

Title: Chairman, Board of Trustees

Date: _____

By: _____

Name: William B. Summer

Title: Executive Director

Date: _____

EXHIBIT A
PROJECT DESCRIPTION

Stream of the Project Site: Walnut Creek-Neuse River

Watershed and River Basin: Neuse

County: Johnston

Amount Requested from NCLWF: \$783,351

NCLWF approved grant amount up to: \$783,351

Total Matching Contributions: \$155,000

Total Project Budget: \$938,352

Percent Match: 17%

Grant Award Date: October 1, 2025

Related NCLWF-funded Projects: None.

Project Location: An existing Storm Water Retention Pond in the Neuse River Basin, Spring Branch Watershed.

Causes of Impairment: At present the watershed is experiencing excessive flooding within residential areas and increased nutrient inputs from commercial areas and the local college upstream of the site.

Project Summary: Reduce flooding in the Spring Branch watershed in downtown Smithfield and increase water quality in the Spring Branch Watershed and Neuse River Basin. This will be accomplished with the installation of Continuous Monitoring and Adaptive Control (CMAC) and Real-Time Controls (RTC) at the outflow of College Pond in combination with installation of Floating Wetlands near the inflows of college pond to maximize nutrient uptake and retention. After the Award Date and prior to Contract execution, an error in the matching funds budget was identified. The matching funds budget correction was approved by the NCLWF Board of Trustees on March 12, 2026, per the NCLWF's Project Change Requests and Delegation of Decision Authority procedure. The original matching funds budget is thereby amended to **\$155,000** of an overall budget of \$938,352.

Conservation Agreements Required: An operation and management plan for the Project will be developed and implemented for a period of at least ten years following Project construction. The Grantee will be responsible for operations and maintenance of the stormwater management techniques installed during the contract period. After the Contract Expiration Date, all operations, maintenance of function and aesthetic upkeep will be completed by the Town of Smithfield and/or a company of their choice.

Project Scope of Work:

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

- Design the Project and secure all required permits.
- Construct the Project per design plans.
- Monitor the Project and evaluate findings and results.
- Develop maintenance plan and estimate annual costs.
- Disseminate findings and results.
- Manage the Project in total and report to the NCLWF.

Special Grant Contract Conditions:

1. The Grant Recipient shall provide or otherwise ensure that the matching funds identified in **Exhibit B** are provided to the Project.
2. The Grant Recipient shall secure applicable Federal and State permits before the start of construction and submit copies of the permits to the NCLWF. The Grant Recipient shall also be responsible for seeking Environmental Review from the North Carolina Historic Preservation Office Environmental Review Branch. The NCLWF shall approve requests for payment of the Grant Recipient's construction costs only after receiving copies of applicable Federal and State permits and review memos.
3. In accordance with Water Quality Certification No. 3885, before construction begins the Grant Recipient shall submit a Pre-Construction Notification (PCN) form and three (3) copies of the Project plans and specifications to the North Carolina Division of Water Resources (DWR) 401 Certification Program for review. The Grant Recipient shall name the NCLWF as the “agent” on the PCN form and shall send a copy of the PCN form to the NCLWF at the same time the form is sent to DWR.
4. In conducting this Project, the Grant Recipient shall employ principles for restoring streams that have been established by the DWR 401 Certification Program. The Grant Recipient shall work with staff of the DWR 401 Certification Program to provide a Project Design that, to the extent practicable, re-establishes the structure, function, and self-sustaining behavior of the Project reach of stream to those that existed before the stream reach was disturbed. The NCLWF will release funds for reimbursing the Grant Recipient for construction only after receiving a letter from the DWR 401 Certification Program stating that either: (a) the Project design is capable of restoring the stream reach, or (b) if, in the opinion of the DWR 401 Certification Program, restoration of the full stream reach is not practicable but the Project Design is capable of enhancing portions of the reach that cannot be restored.
5. Other conditions special to this grant:
 - a. None.

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EXHIBIT B
PROJECT BUDGET

Item	NCLWF Grant Funds ¹	Matching Funds ²	Total Item Budget
1. Design and Permitting	\$28,096	\$30,000	\$58,096
2. Construction	\$755,255	\$0	\$755,255
3. Monitoring and Data Evaluation	\$0	\$75,000	\$75,000
4. Additional Expense 1 Maintenance	\$0	\$50,000	\$50,000
5. Total Project Budget	\$783,351	\$155,000	\$938,352
% of Total Project Budget	83%	17%	100%

Retainage: \$50,000

Retainage is the amount of grant funds the NCLWF will withhold from the Grant Recipient until the Grant Recipient has satisfactorily fulfilled the requirements under the section “Submit before or accompanying request for final payment” in Exhibit C below.

Notes:

¹To obtain payment, the Grant Recipient must submit itemized documentation substantiating direct costs incurred in implementing the Project.

²Matching funds are contributed by: Town of Smithfield (\$135,000), McCormick Taylor (\$20,000)

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EXHIBIT C
PRE-DISBURSEMENT CHECKLIST

The following documents must be submitted to the NCLWF before funds can be disbursed under this Grant Contract:

Requirement	Description/What to Submit
Submit before first request for payment	
1.	Matching funds ¹ Proof of availability of the matching funds which are included in the Project Budget. Acceptable forms of proof are detailed in the footnote below.
2.	Letter of Intent, Easements, Declarations of Covenants and/or landowner land use contracts Letters of intent to sign a Conservation Agreement, or a copy of the recorded Conservation Agreement that has been accepted by the NCLWF from all property owners of parcels listed in Schedule of Properties for Legal Protection of Riparian Buffers in Exhibit A , and Letter from the holder of the Conservation Agreement, as identified in Exhibit A , stating that it accepts this role and its responsibilities.
Submit before first request for construction payment	
3.	Easements, Declarations of Covenants and/or landowner land use contracts Copies of recorded Conservation Agreement(s) for all properties in Schedule of Properties for Legal Protection of Riparian Buffers in Exhibit A . Each Easement and Declaration of Covenants is subject to review and acceptance by the Grant.
4.	Construction contract A copy of the construction contract signed by the Grant Recipient and the construction company that will complete the Project work. Please note that there is a deadline to have a construction contract in place for this Project, as provided in Paragraph Six (6) of this Grant Contract. If this deadline cannot be met, notice should be provided to the NCLWF as soon as possible so that an extension can be discussed.
5.	Construction permits Provide a copy of each applicable Federal or State permit issued for construction, or written documentation from the appropriate State agency that construction of the Project does not require a Federal or State permit.
6.	Construction contract pricing information Within thirty (30) days of executing a construction contract for the Project, submit construction contract pricing information consisting of at least a statement of the scope of the construction work, agreed-upon pricing for the construction work, and a total anticipated construction cost based on the pricing.
7.	Documents in Exhibit A Documents as identified in Exhibit A "Special Contract Conditions" (if any) as required prior to the release of NCLWF funds. Project engineering designs and plans to be provided to the NCLWF at the conceptual design phase (30% to 60%)

		complete).
Submit before or accompanying request for final payment²		
8.	Grant contract final report	Satisfactory Project final report detailing Project deliverables and outputs, natural and/or cultural resource benefits achieved, and lessons learned during the Project.
9.	Final closeout site visit	Coordinate with the appropriate NCLWF Field Representative to perform a final closeout site visit. A closeout visit will include walking the Project site and surveying any constructed work, plantings, and signage.

¹Examples of proof of availability of matching funds include:

1. grants from other sources:
 - a. copy of grant agreement
 - b. copy of grant award letter
2. local agency matching funds:
 - a. resolution of the governing board
 - b. budget showing allocation of matching funds to the Project, accompanied by a certified copy of board meeting minutes approving the budget or by a certified copy of board meeting minutes authorizing use of local matching funds for the Project
 - c. certified copy of board meeting minutes attesting to the use and amount of local funds for match
 - d. letters from other sources of matching funds attesting to contribution of the funds

²All of these items must be completed before the Retainage can be disbursed. If the Grant Recipient anticipates a delay in completing one of these items, it may be preferable to submit a claim requesting all of the remaining funds in the award less the Retainage amount, so that the Grant Recipient can access the majority of the grant funding pending these final items.

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EXHIBIT D
ASSURANCES FOR NON-FEDERALLY FUNDED CONTRACTS

Exhibit D only applies to nonprofits and does not apply to this Grant Contract.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

(These General Terms and Conditions may be modified by Special Conditions in **Exhibit A**, which should be reviewed for possible modifications to these General Terms and Conditions.)

A. Affirmative Covenants

1. **Title.** If the property right to be acquired is fee simple absolute title, the Grant Recipient shall acquire good and marketable title free and clear of any liens, other charges, conditions or encumbrances that would materially affect the purposes of this Grant Contract.
2. **No Mitigation.** The Grant Recipient shall not use the Project or any portion thereof to satisfy compensatory mitigation requirements under 33 U.S.C. § 1344 or N.C.G.S. §143-214.11.
3. **No Use to Satisfy Open Space Requirements.** The Grant Recipient shall not use the Project or any portion thereof to satisfy open space or density requirements of any cluster or other development scheme or plan.
4. **Right of Entry and Inspections.** The NCLWF's representatives shall have the right to enter the Project area for inspection of the Project and to enter any other premises of the Grant Recipient associated with the activities of the Grant Recipient pursuant to the Grant, including to review books and records in any way related to the Grant or the Project.
5. **Use and Reliance on Documentation.** To the extent allowed by law, the Grant Recipient gives the NCLWF permission to use Grant documents and accompanying or related plans, specifications, estimates, procedures, maps and any other documents submitted to the NCLWF by the Grant Recipient after Award Date.
6. **Signage.** If the NCLWF's approval of this Project allows public access to and/or public education activities at the Project Site, the Grant Recipient shall post signs at the public areas such as, but not limited to, trailheads, parking areas, kiosks, and boat ramps. The signs shall be posted in number, location, and manner satisfactory to the NCLWF. Signs may be provided by the NCLWF or, if the Grant Recipient wishes to provide its own signs, the signs must acknowledge the NCLWF as a funding partner, conform to the NCLWF's sign guidance posted on its website, and be approved by the NCLWF.
7. **Publicity.** To the extent possible, the Grant Recipient will use its best efforts to appropriately publicize the Project's benefits to the general public, local government, and State representatives, including the role of the NCLWF in the funding and development of the Project.
8. **Conflicts of Interest.** In accordance with N.C.G.S §143C-6-23, every non-governmental Grant Recipient shall file with the NCLWF a copy of that Grant Recipient's policy addressing conflicts of interest that may arise involving the Grant Recipient's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grant Recipient's employees or members of its board or other governing body, from the Grant Recipient's disbursing of State funds, and shall include actions to be taken by the Grant Recipient or the individual, or both, to avoid conflicts of interest and the appearance of

impropriety. The policy shall be filed before the NCLWF may disburse the grant funds. The Grant Recipient shall at all times comply with the Grant Recipient's conflict of interest policy.

9. **Compliance with Laws and Legal Requirements.** The Grant Recipient agrees to perform and maintain the Project in compliance with all Federal, State, and local laws and regulations, including, without limitation, required permitting, environmental, zoning, historic preservation, and other land use laws, regulations, and requirements. The Grant Recipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner. The Grant Recipient shall comply with all legal requirements applicable to the use of the Grant funds. As of the Effective Date of this Grant Contract, the Project area, to the best of the Grant Recipient's knowledge:
 - a. contains no hazardous materials, substances, wastes or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in, or under the Project area or used in connection therewith;
 - b. contains no environmental condition that may prohibit or impede the purposes set forth in this Grant Contract; and
 - c. will not contain such uses or conditions in the future.
10. **Insurance.** The Grant Recipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. The Grant Recipient will ensure that all contractors furnish adequate payment and performance bonds.
11. **No Pollution Credits.** If the Project enables the Grant Recipient to qualify for credits by reducing the discharge of phosphorus, nitrogen, or any other nutrient or pollutant below, or further below, applicable regulatory limits, or otherwise ("Pollution Credits"), the Grant Recipient shall not sell, trade, assign, transfer or give to another person or entity that percentage of any resulting Pollution Credits achieved by the Project corresponding to the percentage of the Project costs provided by the NCLWF.

B. Representations and Warranties

In order to induce the NCLWF to enter into this Grant Contract and to make the Grant as herein provided, the Grant Recipient, after reasonable inquiry, makes the following representations, warranties, and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and the other Grant Documents, any inspection or examinations at any time made by or on behalf of the NCLWF, and the Acquisition by the Grant Recipient:

1. **No Actions.** There are no actions, suits, or proceedings pending, or, to the knowledge of the Grant Recipient, threatened against or affecting the Grant Recipient before any court, arbitrator, or governmental or administrative body or agency that might affect the Grant Recipient's ability to observe and perform its obligations under this Grant Contract.
2. **No Untrue Statements.** Neither this Grant Contract nor any information, certificate, statement, or other document furnished by the Grant Recipient in connection with the Grant contains any untrue statement of a material fact or omits disclosure of a material fact that affects the Project, any subsequent Conservation Agreement included in the Project, or the ability of the Grant Recipient to perform under this Grant Contract.

3. **Zoning.** The present and proposed use of the Project, including, without limitation, the purpose of the Conservation Agreement, is in compliance with all zoning ordinances, and all municipal and other governmental and regulatory approvals have been or will be obtained for the use and for operation of the Project according to this Grant Contract.
4. **Tax Exempt Status.** As applicable, the Grant Recipient shall maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or any successor section), and the regulations promulgated thereunder and shall notify the NCLWF within thirty (30) days upon any change in its status under the Section 501(c)(3) of the Internal Revenue Code of 1986.

C. Events of Default, Termination

1. **Event(s) of Default.** The happening of any of the following, if not cured within any applicable cure period, shall constitute an event of default (“Event(s) of Default”) by the Grant Recipient of its obligations to the NCLWF, and shall entitle the NCLWF to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity.
 - a. **Project Area Unsuitable.** A determination by the NCLWF, prior to disbursement of funds, that the Project area is unsuitable for the purpose for which this Grant Contract is made.
 - b. **Unsuitable Use.** The Project area is used in a manner materially inconsistent with the purposes of this Grant Contract or the Conservation Agreement contemplated herein.
 - c. **Default in Performance.** Failure by the Grant Recipient in the observance or performance of any of the terms, conditions, covenants, or requirements of the Grant Contract, including, without limitation, a failure to satisfy any condition precedent to disbursement or reimbursement, provided, however, that the NCLWF shall provide written notice of the default to the Grant Recipient and allow a cure period of thirty (30) days after the date of receipt of written notice of default during which Grant Recipient shall be allowed to cure said default.
 - d. **Misrepresentation.** If any representation or warranty made by the Grant Recipient in connection with the Grant or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
 - e. **Eligibility of the Grant Recipient.** If the Grant Recipient ceases to be eligible to receive Grant funds, is dissolved, or otherwise ceases to exist.
 - f. **Failure to Monitor Conservation Easement.** If the Project includes the conveyance or assignment of a Conservation Easement to the State of North Carolina, and the Grant Recipient fails to notify the NCLWF of any potential violation of the Conservation Easement within a reasonable period of time so as to minimize, avert or cure any potential violation.
 - g. **Abandonment of the Project.** If the Grant Recipient abandons or otherwise ceases to continue to make reasonable progress toward the completion of the Project.

- h. Unacceptable Conflict of Interest Policy. A determination by the NCLWF that the Grant Recipient's Conflict of Interest policy insufficiently protects public monies.
2. Termination. The Parties may terminate this Grant Contract 1) by mutual written consent, or 2) with sixty (60) days prior written notice by the Party wishing to terminate, or 3) by the NCLWF with written notice to Grant Recipient reporting that an Event of Default by the Grant Recipient has occurred, or 4) as otherwise provided by law.

D. The NCLWF's Rights and Remedies

If an Event of Default shall occur, the NCLWF shall have all available legal and equitable rights and remedies as well as the following rights and remedies, all of which are exercisable at the NCLWF's sole discretion, and are cumulative, concurrent, and independent rights.

1. Nonwaiver. No delay, forbearance, waiver, or omission of the NCLWF to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power, and remedy given to the NCLWF may be exercised at any time and as often as may be deemed expedient by the NCLWF.
2. Project Termination. If an Event of Default occurs, the NCLWF may, at its discretion, suspend and/or terminate all obligations of the NCLWF hereunder. If, in the judgment of the NCLWF, such failure was due to no fault of the Grant Recipient, amounts required to resolve, at minimum costs, any irrevocable obligations properly incurred by the Grant Recipient shall, in the discretion of the NCLWF, be eligible for assistance under this Grant Contract.
3. Additional Remedies. If an Event of Default occurs, the NCLWF may take any action consistent with its statutory authority including: (a) prevent any impairment of the Project by any acts that may be unlawful or in violation of this Grant Contract or any other item or document required hereunder, (b) obtain title to or otherwise preserve or protect its interest in the Project and any property acquired with Grant funds, (c) compel specific performance of any of the Grant Recipient's obligations under this Grant Contract, (d) obtain return of all Grant Funds, including equipment if applicable and (e) seek damages from any appropriate person or entity. The NCLWF, or its designee, may also, at the NCLWF's sole discretion, continue to complete the Project, or any portion thereof deemed appropriate by the NCLWF, and the Grant Recipient shall cooperate in the completion of the Project. The NCLWF shall be under no obligation to complete the Project.

E. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified, or amended only by written agreement executed by all Parties. Any proposed modification of the Project shall be subject to approval by the NCLWF and, if applicable, the North Carolina Council of State.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the NCLWF, the State, and the Grant Recipient, and their respective successors and assigns. Except for the State, there shall be no third-party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the payment of Grant funds under this Grant Contract, upon the reasonable request of the NCLWF, the Grant Recipient shall execute,

acknowledge, and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the NCLWF or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract and the purposes of the Conservation Agreement.

4. **Compliance by Others.** The Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any Sub-grant Recipient, including, but not limited to, a political subdivision, public agency, or eligible nonprofit corporation to which funds or obligations are transferred, delegated, or assigned pursuant to this Grant Contract. Delegation by the Grant Recipient to a Sub-grant Recipient of any duty or obligation hereunder does not relieve the Grant Recipient of any duty or obligation created hereunder. Failure by such Sub-grant Recipient to comply with the terms of this Grant Contract shall be deemed failure by the Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Grant Recipient and the Sub-grant Recipient, shall be in accordance with Paragraph 7 of this Exhibit E, and shall contain an affirmative covenant by the Sub-grant Recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the N.C.A.C.
5. **Independent Status of the Parties.** The Parties are independent entities, and this Grant Contract shall not create a partnership or joint venture between the Parties. Further, the Grant Contract shall not in any way be interpreted or construed as making the Grant Recipient, its agents, or employees, to be agents or representatives of the NCLWF. The Grant Recipient is and shall remain an independent contractor in the performance of this Grant Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its agents and employees. In no event shall the NCLWF be liable for debts or claims accruing or arising against the Grant Recipient. The Grant Recipient represents that it has secured, or shall secure at its own expense, all personnel required in the performance of this Grant Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, the NCLWF.
6. **Clean Water Management Trust Fund.** Pursuant to N.C.G.S. §143B-135.234(a), the NCLWF is also known as the Clean Water Management Trust Fund.
7. **Binding Effect, Contract Assignable.** The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the Parties, provided, however, that the Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties, or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the NCLWF, which may be withheld for any reason and any such assignment (whether voluntary or by operation of law) without said consent shall be void. In the event assignment is allowed, neither the Grant Recipient nor the Sub-grant Recipient shall be relieved of any of the duties and responsibilities of the Grant Contract. Further, the Sub-grant Recipient shall agree to abide by all requirements of this Grant Contract, and to provide all information needed in order for the Grant Recipient to comply with this Grant Contract.
8. **Indemnity.** The Grant Recipient agrees, to the fullest extent permitted by law, to release, protect, indemnify, and hold harmless the State, the NCLWF, its Trustees, employees, agents, and assigns against any and all claims, losses, liabilities, damages, and costs, including reasonable attorney fees, that result from or arise out of (a) damages or injuries to persons or property caused by the negligent acts or omissions of the Grant Recipient, its employees, or

agents in use or management of the Property; (b) use or presence of any hazardous substance, waste, or other regulated material in, under, or on the Property; or (c) the performance of the Grant Recipient's duties under this Grant Contract. The obligations under this Section are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.

9. **Due Diligence, Reasonable Care, Other Obligations.** The Grant Recipient agrees (a) that it shall use due diligence and reasonable care, and shall require its employees, contractors, and agents to use due diligence and reasonable care, to avoid acts or omissions that cause damages or injuries to persons or property related to the use, operation, maintenance, or management of the Project area and (b) that it shall be responsible for the use or presence of any hazardous substance, waste, or other regulated material in, under, or on the Project area, and that the NCLWF has not undertaken any responsibility for these things. The obligations under this Section are independent of all other rights or obligations set forth herein and shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.
10. **No Discrimination.** The Grant Recipient shall ensure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex, national origin, sexual orientation, gender identity, or disability.
11. **Governing Law, Construction and Jurisdiction.** This Grant Contract and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only and shall not modify, define, limit, or expand the express provisions of this Grant Contract. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or against either Party hereto. The Grant Recipient hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agrees that the NCLWF may, at its option, enforce its rights under the Grant Contract in such courts.
12. **Savings Clause.** Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.
13. **Additional Remedies.** Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.
14. **Survival.** Where any representations, warranties, covenants, indemnities, or other provisions contained in this Grant Contract and/or any of the Grant Documents, by its context or otherwise, evidence the intent of the Parties that such provisions should survive the Closing, completion, expiration or termination of this Grant Contract, the provisions shall survive the Closing or any such termination. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that the provisions of this **Exhibit E** and the conditions shown in **Exhibit A** shall survive any termination of this Grant Contract as well as any Closing.
15. **Time of the Essence.** Time is of the essence in the performance of this Grant Contract.



Request for Town Council Action

Business FY 2026-
Agenda 2027
Budget
Date: 05/19/2026

Subject: FY 2026-2027 Budget Proposal
Department: General Government
Presented by: Kimberly Pickett, Interim Town Manager; Tracy Stubblefield, Finance Director
Presentation: Presentation

Issue Statement

The Manager's Proposed Budget was provided to the Town Council on May 15, 2026. This is a formal presentation of FY27 Budget and Fee Schedule for the public, prior to the public hearing

Financial Impact

Total Town Budget for FY 2027

Action Needed

No Action needed for tonight – public hearing following presentation at next Council Meeting

Recommendation

Complete the Presentation and follow up with Public Hearing at June 2, 2026 Council Meeting

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. FY27 Budget (Will Be Available by May 15, 2026)
3. FY27 Fee Schedule (Will Be Available by May 15, 2026)



STAFF REPORT

**Business
Agenda** **FY 2026-
2027
Budget**
Date: 05/19/2026

Town staff have provided input and worked since October 2025 to create a draft budget for the Town. The draft budget was provided at various stages to the Town Council since April 16, 2026, and a series of workshops were held in April and May. The Manager's proposed budget was provided to the Mayor and Town Council on May 15, 2026.

After tonight's presentation, a copy will be available for public viewing at Town Hall and on the town's website, with a notice to be provided in a local circulation newspaper. A public hearing, in accordance with NC General Statute 159-12, will be held at the Council Meeting on June 2, 2026, at 7:00 pm at Town Hall with a final presentation of the FY27 Budget and Fee Schedule. A Balanced Budget ordinance must be adopted by the majority of the sitting Town Council before July 1, 2026.

