



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Andrew Harris

Town Clerk

Elaine Andrews

Town Council

Agenda

Packet

Meeting Date: Tuesday, May 20, 2025

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MAY 20, 2025
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations: None

Public Hearings:

- 1. Preliminary Plat - Powell Tract Subdivision (S-25-02):** Swift Creek Road – Lan Development, LLC is requesting approval of the preliminary plat for a 20-lot single family subdivision on 21.24 acres in the R-20A Zoning District.
(Planning Director – Stephen Wensman) See attached information.....1
- 2. Preliminary Plat – Heritage Townes at Waddell (S-25-03):** Samuel O’Brien (Shovel Ready Johnson, Inc) is requesting the preliminary plat of Heritage Townes at Waddell, a 17-unit townhouse development on 1.88 acres of land in the R-8 Zoning District.
(Planning Director – Stephen Wensman) See attached information.....31

Citizens’ Comments:

Consent Agenda Items:

- 1. Approval of Minutes**
 - a. March 18, 2025 – Regular Session
 - b. March 18, 2025 – Closed Session Minutes (Under Separate Cover).....63
- 2. Consideration and request for approval to adopt Resolution No. 775 (14-2025) adopting policies to comply with the ARPA CSLFRF Award Requirements**
(Finance Director – Andrew Harris) See attached information.....75

Business Items:

- 1. Consideration and request for approval to enter into an agreement with Electrical Consulting Engineers, Inc. in the amount of \$75,000 to design upgrades to the Hospital Road delivery point 1**
(Public Utilities Director – Ted Credle) See attached information.....131
- 2. Harvest Run Vested Rights Extension Request:** The developer of Harvest Run, is requesting an extension of the vested rights for the project. Harvest Run is a residential development with 96-detached single-family lots and 69-townhouse lots that received conditional preliminary plat approval on December 7, 2021. The two-year vested rights will expire on June 12, 2025, unless extended by the Town Council.
(Planning Director – Stephen Wensman) See attached information.....165
- 3. Consideration and request for approval to authorize the Mayor to execute a Memorandum of Understanding regarding a regional water system collaboration among municipalities in Johnston County**
(Town Manager – Michael Scott) See attached information.....171
- 4. FY 2025-2026 Budget Discussions**
(Town Manager – Michael Scott)

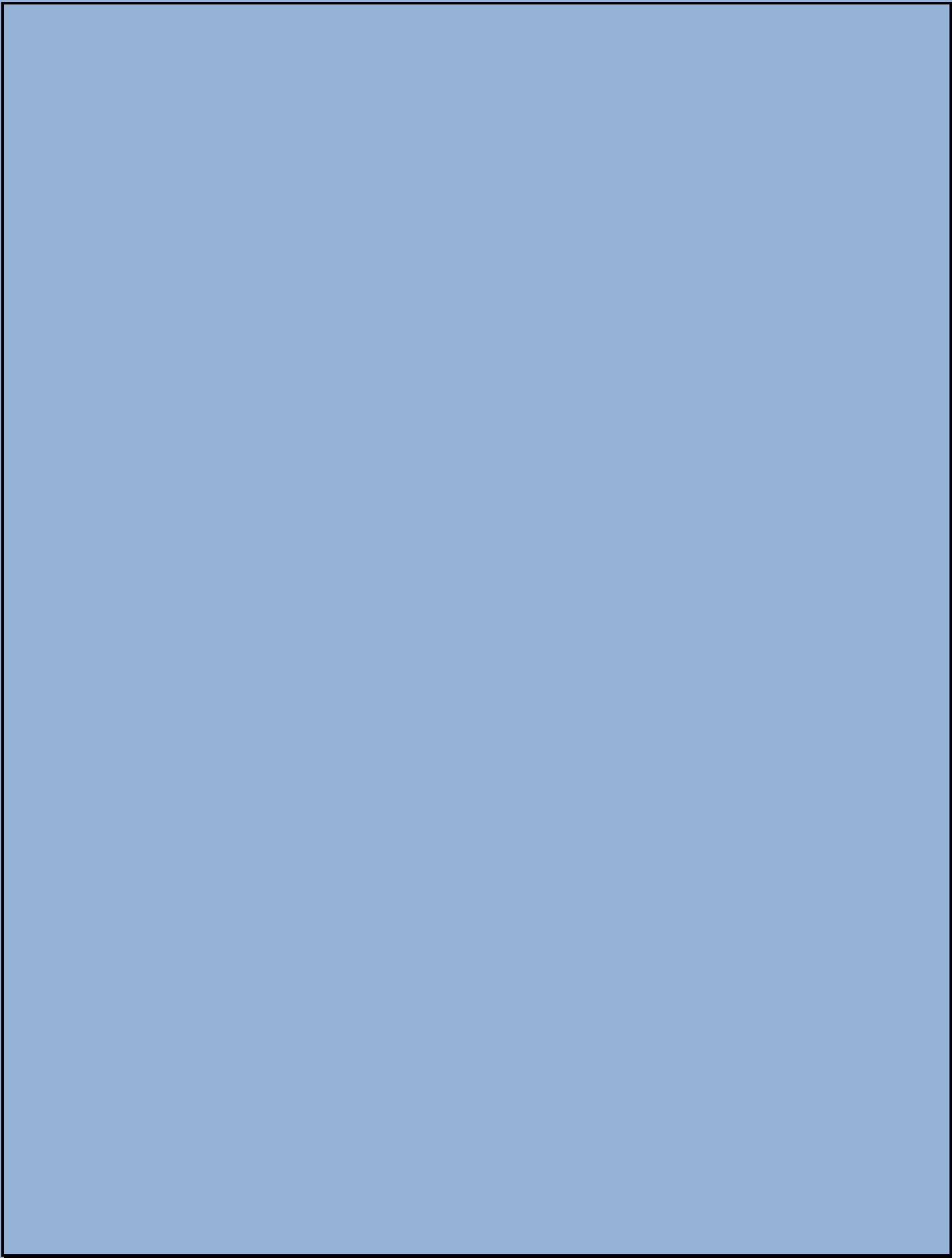
Councilmember's Comments

Town Manager's Report:

- Manager's Report (Will be provided at the Meeting)

Recess until a date and time to be determined by the Town Council

Public Hearings





Request for Town Council Action

Public S-25-02
Hearing:
Date: 05/20/2025

Subject: Powell Tract Subdivision Preliminary Plat
Department: Planning Department
Presented by: Planning Director – Stephen Wensman
Presentation: Public Hearing

Issue Statement

Swift Creek Road – Lan Development, LLC is requesting approval of a preliminary plat for a 20-lot single family subdivision on 21.24 acres in the R-20A Zoning District.

Financial Impact

N/A

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the subdivision and decide whether to approve, approve with conditions, or deny the plat based on the finding of fact for preliminary plats.

Recommendation

Move to approve the Powell Tract Preliminary Plat, Case #S-25-02, with five conditions found in the staff report, based on the finding of fact for preliminary plat approval

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Finding of Fact
3. Application and Narrative
4. Letter from Brooks McLeod
5. NCDOT Emails
6. Preliminary Plat
7. Property Deed
8. Adjacent Property Owners Certification



Staff Report

Public S-25-02
Hearing:

OVERVIEW:

An 18-lot single family subdivision, the Powell Tract, on 11.1 acres was denied by the Town Council in December 2024. The application has been revised to include the 10.13-acre parcel to the south to create a 20-lot subdivision. The following is a summary of the preliminary plat:

- The development will have 2 entrances on Swift Creek Road.
- The lots are all greater than 30,000 square feet in size.
- The Lots have 100' lot frontage or 100' width at front setback line.
- Sidewalks on one side of the street and along Swift Creek Road to be maintained by the HOA.
- Streets to be 34' wide b/b, exceeding town standards.
- The lateral road will be stubbed to the north.
- A 15' street yard is provided along Swift Creek.
- A 15' buffer is provided along the north property line of the development.
- Stormwater detention is planned in the southwest corner of the development on future HOA open space.

PROPERTY LOCATION:

The property is located on Swift Creek Road approximately 1850 feet north of the Cleveland Road intersection.

APPLICATION DATA:

Owner/Applicant:	Swift Creek Road- Lan Development, LLC
Engineer:	Dalton Engineering and Associates, P.A.
Subdivision Name:	Powell Tract Subdivision
Tax IDs:	15I08014I and 15I08014
Acreage:	21.24 acres
Present Zoning:	R-20A
Existing Use:	Vacant Land
Proposed Use:	Single-Family Residential
Fire District:	Wilson's Mills
School Impacts:	Kids in schools
Parks and Recreation:	Park Dedication Fee in Lieu
Water/Sewer Provider:	Johnston County Water/Individual Septic
Electric Provider:	Duke Energy
New NC Public R/W:	+/- 2,090 lineal feet
Proposed Density:	.94 D.U.A

ENVIRONMENT:

There is a blue line stream requiring a riparian buffer on tax parcel 151080141 and the site is just beyond the approach zone of the Johnston County Regional Airport.



DEVELOPMENT ANALYSIS:

Lot Dimensional requirements. All lots meet the dimensional requirements.

- On septic lots, the street frontage requirements are 100'
- On cul-de-sacs, the frontage requirement is reduced to 25'.

(A) Minimum Lot Area	15,000 sq ft
(B) Minimum Lot Frontage	75 lin ft
(C) Front Yard Setback	30 ft
(D) Side Yard Setback	10 ft
(E) Rear Yard Setback	25 ft
(F) Maximum Building Height	35 ft
(G) Accessory Buildings Setback	10 ft (see Note 8.13.2)
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="width: 20px; height: 10px; background-color: #2e8b57; border: 1px solid black;"></div> YARD AREA </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="width: 20px; height: 10px; background-color: #90ee90; border: 1px solid black;"></div> BUILDABLE AREA </div>	

R20: Residential-Agricultural

Street Connectivity Requirements. UDO Section 10.11 requires connectivity to adjacent undeveloped parcels. A street stub has been provided to the north, but none in the south. To the south, there is a single-family property with a buffered blueline stream.

Streets and Curb and Gutter. The Streets are shown to be 34' wide, back of curb to back of curb with a standard curb and gutter.

NCDOT. NCDOT has reviewed the development and will not be requiring any improvements on Swift Creek Road to support the project.

Sidewalks. NCGS Bill 166 recently adopted restricts the town's ability to require the construction of sidewalks unless the town coordinates with NCDOT for the long-term maintenance of them. The HOA will maintain the sidewalks.

Cluster mailbox. A mailbox kiosk is shown outside the public right of way connected to the public sidewalk with a pull off parallel parking space in the public right-of-way.

Public Utilities. The development will be served by Johnston County water services, Duke Energy electric services will be extended to serve the lots.

Septic systems lots. Each lot will exceed the minimum size for on-site septic – 30,000 sq. ft.

The developer needs to provide the town with a statement from Johnston County Health Department that a copy of the plat has been submitted to them and approved for septic systems prior to construction plan approval.

Subdivision Identification. The required identification signs will be located in easements at both entrances.

Phasing. The project would be developed in a single phase.

FINDING OF FACT (STAFF OPINION):

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

1. The plat is consistent with the adopted plans and policies of the town; *The plat is consistent with the adopted comprehensive plan.*
2. The plat complies with all applicable requirements of this ordinance; *The plan complies with all applicable requirements of this ordinance with conditions.*
3. There exists adequate infrastructure (transportation and utilities) to support the plat as proposed. *There is adequate infrastructure.*

4. The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses. *The plat will not be detrimental to the use or development of adjacent properties or other neighborhood uses.*

RECOMMENDATION:

Staff recommend approval of the Powell Tract preliminary plat, S-25-02, with the following conditions:

1. That the subdivision approval be contingent on staff approval of the construction drawings and meeting all UDO requirements.
2. Sidewalks shall be maintained by the Homeowners Association in coordination with NCDOT.
3. The required street yards shall be provided and the street yard landscaping easement shall be provided along Swift Creek Road to protect the landscaping if on private property.
4. The developer shall provide a statement from Johnston County Health Department that a copy of the plat has been submitted to them and approved for septic systems prior to construction plan approval.
5. The developer shall provide a disclosure statement to future buyers of lots about the location of the airport and the potential for airplanes flying overhead and airplane noise.

RECOMMENDED MOTION:

"Move to approve the preliminary plat of the Powell Tract subdivision, Case S-25-02, with 5 conditions based on the required finding of fact for preliminary plats".

**Town of Smithfield
Preliminary Plat
Finding of Fact / Approval Criteria**

Application Number: S-25-02 **Project Name:** Powell Tract Subdivision Preliminary Plat

Request: Swift Creek Road – Lan Development, LLC. is requesting approval of a preliminary plat for a 20-lot detached single-family lot subdivision over 24.24 acres. The property considered for approval is located approximately 1850 feet north of the Cleveland Road intersection with the Johnston County Tax IDs 15I08014I and 15I08014.

In approving an application for a preliminary plat 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 preliminary plat if it has evaluated an application through a quasi-judicial process and determined that:

1. The plan is consistent with the adopted plans and policies of the town;
2. The plan complies with all applicable requirements of this ordinance;
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and
4. The plan will not be detrimental to the use or development of adjacent properties or another neighborhood uses

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 Preliminary Plat Application # S-25-02 with conditions:*

1. That the subdivision approval be contingent on staff approval of the construction drawings and meeting all UDO requirements.
2. Sidewalks shall be maintained by the Homeowners Association in coordination with NCDOT.
3. The required street yards shall be provided and the street yard landscaping easement shall be provided along Swift Creek Road to protect the landscaping if on private property.
4. The developer shall provide a statement from Johnston County Health Department that a copy of the plat has been submitted to them and approved for septic systems prior to construction plan approval.
5. The developer shall provide a disclosure statement to future buyers of lots about the location of the airport and the potential for airplanes flying overhead and airplane noise.

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

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-25-02 is hereby:

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

1. That the subdivision approval be contingent on staff approval of the construction drawings and meeting all UDO requirements.
2. Sidewalks shall be maintained by the Homeowners Association in coordination with NCDOT.
3. The required street yards shall be provided and the street yard landscaping easement shall be provided along Swift Creek Road to protect the landscaping if on private property.
4. The developer shall provide a statement from Johnston County Health Department that a copy of the plat has been submitted to them and approved for septic systems prior to construction plan approval.
5. The developer shall provide a disclosure statement to future buyers of lots about the location of the airport and the potential for airplanes flying overhead and airplane noise.

_____ **denied for the noted reasons.**

Decision made this ____ day of _____ 2025 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



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

Preliminary Subdivision Application General Information

Development Name **Powell Tract Subdivision**

Proposed Use **Single Family Residential Subdivision**

Property Address(es) **4800 Block of Swift Creek Road. The property addresses are not listed on Johnston County G.I.S.**

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

PIN# **167400-78-3454 and 167400-78-3786** TAX ID# **15I08014 and 15I08014I**

Project type? ☒ Single Family ☐ Townhouse ☐ Multi-Family ☐ Non-Residential ☐ Planned Unit Development (PUD)

OWNER/DEVELOPER INFORMATION

Company Name **Swift Creek Road - Lan Development, L.L.C.** Owner/Developer Name **Lanny Clifton**

Address **5160 NC Highway 42 West Garner, NC 27529**

Phone **(919) 971 - 5353** Email **lannycliftonbuilder@gmail.com** Fax **(919) 934 - 3100**

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name **Dalton Engineering and Associates, P.A.** Contact Name **Jerry Dalton**

Address **P.O. Box 426 Clayton, NC 27528**

Phone **(919) 550 - 4740** Email **jdalton@daltonengineering.com** Fax **(919) 550 - 4741**

DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)

ZONING INFORMATION

Zoning District(s) **R-20A**

If more than one district, provide the acreage of each: **N/A**

Overlay District? ☐ Yes ☒ No

Inside City Limits? ☐ Yes ☒ No

FOR OFFICE USE ONLY

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

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):


- a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
- b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);
- c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;
- d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;
- e) A statement showing the proposed density of the project with the method of calculating said density shown;
- f) Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision;
- g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);
- h) A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;
- i) Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area;
- j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;
- k) A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

STORMWATER INFORMATIONExisting Impervious Surface 0.00 / 0 acres/sfFlood Hazard Area ☐ Yes ☒ NoProposed Impervious Surface 5.11 / 222,431 acres/sfNeuse River Buffer ☒ Yes ☐ NoWatershed protection Area Yes ☐ No ☒Wetlands ☐ Yes ☒ NoIf in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation N/A, as per Map Panel # 3720167400K**NUMBER OF LOTS AND DENSITY**Total # of Single Family Lots 20Overall Unit(s)/Acre Densities Per Zoning Districts 0.94Total # of Townhouse Lots 0Acreage in active open space 0.00Total # of All Lots 20Acreage in passive open space 0.00**SIGNATURE BLOCK (Applicable to all developments)**

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

I hereby designate Dalton Engineering and Associates, P.A. to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

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

Signature Date 2/5/25

Signature _____

Date _____

REVIEW FEES☒ Major Subdivision (Submit 7 paper copies & **1 Digital copy on CD**) \$500.00 + \$5.00 a lot**FOR OFFICE USE ONLY**

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

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

Information	Preliminary Plat
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X
Name of proposed subdivision.	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X
Graphic scale.	X
North arrow and orientation.	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X
List the proposed construction sequence.	X
Storm water plan – see Article 10, Part VI.	X
Show existing contour lines with no larger than five-foot contour intervals.	X
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X
Date of the drawing(s) and latest revision date(s).	X

Information	Preliminary Plat
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X
State on plans any variance request(s).	X
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHB or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X
Show the minimum building setback lines for each lot.	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X
Show pump station detail including any tower, if applicable.	X
Show area which will not be disturbed of natural vegetation (percentage of total site).	X
Label all buffer areas, if any, and provide percentage of total site.	X
Show all riparian buffer areas.	X
Show all watershed protection and management areas per Article 10, Part VI.	X
Soil erosion plan.	X
Show temporary construction access pad.	X
Outdoor illumination with lighting fixtures and name of electricity provider.	X
The following data concerning proposed streets:	
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X
Traffic signage location and detail.	X
Design engineering data for all corners and curves.	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X

Information	
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X
The location and dimensions of all:	
Utility and other easements.	X
Pedestrian and bicycle paths.	X
Areas to be dedicated to or reserved for public use.	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X
Required riparian and stream buffer per Article 10, Part VI.	X
The site/civil plans for utility layouts including:	
Sanitary sewers, invert elevations at manhole (include profiles).	X
Storm sewers, invert elevations at manhole (include profiles).	X
Best management practices (BMPs)	X
Stormwater control structures	X
Other drainage facilities, if any.	X
Impervious surface ratios	X
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X
Gas lines.	X
Telephone lines.	X
Electric lines.	X
Plans for individual water supply and sewage disposal systems, if any.	X
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	X
Linear feet in streets and acreage.	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X

Information	Preliminary Plat
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
The accurate locations and descriptions of all monuments, markers, and control points.	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X
A copy of the erosion control plan submitted to the Regional Office of NC- DNRCD, when land disturbing activity amounts to one acre or more.	X
All certifications required in Section 10.117.	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X
Improvements guarantees (see Section 5.8.2.6).	

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

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a preliminary subdivision plat approval 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 grant preliminary subdivision approval if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The plan is consistent with the adopted plans and policies of the town;
 The Preliminary Subdivision Application for the Powell Tract Subdivision is consistent with the
 Town of Smithfield's plans and policies for the area proposed to be developed. The proposed use of
 the parcels, a Single Family Residential Subdivision, is a permitted use for the current zoning district
 (R-20A). A rezoning application for the proposed use is not required or requested.

- 2) The plan complies with all applicable requirements of this ordinance;
 The Preliminary Subdivision Application for the Powell Tract Subdivision complies with the Town's
 subdivision regulations, as described in the Unified Development Ordinance. The proposed use of the
 parcels is a permitted use for the parcels' current zoning district. The proposed use, as well as lot
 sizes, minimum building setbacks, landscape and buffer requirements and site improvements meet
 the requirements shown in the Town's UDO.

- 3) There exists adequate infrastructure (transportation and utilities) to support the plan as proposed;
 and
 The proposed project would tie to an existing, paved N.C.D.O.T maintained roadway, Swift Creek
 Road. The project meets the Town's requirement for the number of ingress / egress points and a
 Driveway Access Permit Application would be submitted to both the Town of Smithfield and N.C.D.O.T.
 for review and approval prior to the commencement of construction.
 The project would also utilize an extension of Johnston County's infrastructure to provide water
 service to the residents of the subdivision.

- 4) The plan will not be detrimental to the use or development of adjacent properties or other
 neighborhood uses.
 The proposed project is consistent with the existing residential development located near the
 intersection of Swift Creek Road and Cleveland Road. Gin Branch Estates is an existing, single family
 residential subdivision located southwest of the proposed project. All of the parcels located directly
 adjacent to the proposed project site are currently zoned R-20A. The proposed project would not be a
 detriment to the development of adjacent parcels.



**Powell Tract Subdivision -
Project Narrative :**

A. Owner :

Swift Creek Road – Lan Development, L.L.C.
5160 NC Highway 42 West
Garner, NC 27529
(919) 971 - 5353

Surveyor :

True Line Surveying
305 West Main Street
Clayton, NC 27520
(919) 359 - 0427

Engineer :

Dalton Engineering and Associates, P.A.
P.O. Box 426
Clayton, NC 27528
(919) 550 – 4740

- B. Address :** 4800 Block of Swift Creek Road. **Note :** The site addresses for the properties are not listed on Johnston County G.I.S.
Current zoning : R-20A
Parcel sizes in acres : 21.24 (total acreage)
Parcel sizes in square feet : +/- 925,175 (total square footage)
Property identification number(s) (PIN) : 167400-78-3454 and 167400-78-3786

- C. Proposed name of subdivision :** Powell Tract Subdivision
Number of proposed lots : 20
Acreage dedicated for open space or public use : 0.00
Acreage dedicated within right of way : 3.37

- D. Intent of project :** Single family residential subdivision

- E. Proposed density of project :** 20 dwelling units / 21.24 acres = 0.94 unit per acre.

- F. Proposed infrastructure improvements and phasing thereof necessary to serve the subdivision : It is anticipated that the proposed project would be developed in a single phase. The proposed improvements include paved subdivision streets with curb and gutter, storm drainage and sidewalk. Each lot would be served with public water from Johnston County and would have individual septic systems, approved by the Johnston County Environmental Health Department. Electrical service for the lots would be provided by an extension of Duke Energy's infrastructure. A mailbox kiosk with a paved parking area is also proposed for the project.
- G. Concerns / issues raised by neighboring properties : The concerns voiced by neighboring properties include the property being developed into a single-family residential subdivision, the proposed development being expanded in the future, the stormwater runoff from the project and the speed of vehicles traveling on Swift Creek Road.
- H. Conflicts with nearby land uses and/or disturbances to wetlands or natural areas : There are no known conflicts with nearby land uses. The subject parcels, as well as the parcels located directly adjacent to the subject parcels, are all zoned R-20A. As per the Town of Smithfield's Unified Development Ordinance, the proposed land use is a permitted land use for the R-20A Zoning District. There are no impacts proposed to the buffered stream located on the project site.
- I. Justification that the proposal will not place an excessive burden on roads, sewage, water supply, parks, schools, fire, police, or other public services (including traffic flows) in the area : The proposed project has been reviewed by N.C.D.O.T. Due to the low traffic volume along this section of Swift Creek Road, a turn lane or other roadway improvements are not required for this project. Due to the limited amount of development that has taken place in this area of the Town's ETJ, burdens have not been placed on public services.
- J. Description of proposed parks and/or open space : There are no parks or open space being proposed within the subject project.
- K. Proposed development schedule indicating the approximate date when construction of the project can be expected to begin and be completed : It is anticipated that construction would begin in the fall of 2025 and would be completed near the end of 2026.

Stephen Wensman

From: Brooks Mcleod <brooks.mcleod@ncfbins.com>
Sent: Thursday, March 6, 2025 11:39 AM
To: Stephen Wensman
Subject: S-25-02 Powell Tract

Good morning. My name is Brooks McLeod (MCL Properties on NC, Inc.) and I am the owner of the parcel to the North of the Powell Tract. The parcel numbers for my tracts are 15I08013C, 15I08011A, and 15I08013D. I will not be able to attend the Planning Meeting this evening but did want my concerns noted. I am opposed to the stub road that will run into my property line and would like for the requirement be withdrawn. My property will not be developed. I feel that a stub road could invite unwanted trespassing on my property.

I also have concern about septic systems that will be installed close to my property line. I have a well that is close to the property and I am concerned about it being contaminated.

Thank you

Brooks McLeod

Agency Manager

North Carolina Farm Bureau® Mutual Insurance Group

Office: 919-772-0559 Mobile: 919-398-5636

Fax: 919-772-1731

brooks.mcleod@ncfbins.com



Auto - Home - Life - Health - Disability

An Authorized Agency for



Blue Cross Blue Shield
of North Carolina



Helping you is what we do best.™

From: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Sent: Friday, March 7, 2025 8:19 AM
To: Collins, Jennifer K <jkcollins@ncdot.gov>
Cc: Micah Woodard <micah.woodard@smithfield-nc.com>
Subject: [External] Powell Tract Subdivision Transportation Requirements.

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good Morning Jennifer, The Town Staff presented the Powell Tract subdivision to the Planning Board last night and there were many comments about the transportation aspect that I need your input on. There was much public testimony about the speeding of cars and unsafe conditions of Swift Creek Road on the curve where this development is proposed. As a result, I have some questions for you:

- Are any improvements being required of the development such as turn lanes?
- If NCDOT does not require them, can the Town Council require them as conditions of development?
- If the NCDOT's recommendation is based on traffic counts and safety, how did the NCDOT account for traffic with the bridge being closed near the Ag Center when making its decision.
- Is there any sort of safety report, accident report for this part of Swift Creek Road that I can have to share with the Town Council for the public hearing on April 15th?
- Do the Johnston County Utility's pressurized sewer lines in the right-of-way create an issue or costs for moving them if turn lanes are required?

If you want to discuss the project by phone, please give me a call.

Stephen Wensman

Planning Director

Phone: 919-934-2116, ext. 1114

Email: Stephen.wensman@smithfield-nc.com

350 East Market Street

PO Box 761

Smithfield, NC 27577

www.smithfield-nc.com



From: Collins, Jennifer K <jkcollins@ncdot.gov>
Sent: Sunday, March 9, 2025 5:41 PM
To: Roberts, Sawyer R <srroberts@ncdot.gov>
Cc: Little (Michael Baker International), Timothy M <ext-tmlittle@ncdot.gov>
Subject: FW: [External] Powell Tract Subdivision Transportation Requirements.

Sawyer,
Please review and see questions from Planning Director, Stephen Wensman below.

Thanks,
Jennifer

Jennifer K. Collins
District Engineer
Division 4 District 3
Johnston and Wayne Counties

919-739-5300
jkcollins@ncdot.gov

67 Jr Rd. Suite 700
Selma, NC 27576



From: Roberts, Sawyer R <srroberts@ncdot.gov>
Sent: Monday, March 10, 2025 10:14 AM
To: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Cc: Little (Michael Baker International), Timothy M <ext-tmlittle@ncdot.gov>; Collins, Jennifer K <jkcollins@ncdot.gov>
Subject: RE: [External] Powell Tract Subdivision Transportation Requirements.

Stephen,

With the current plan as shown, no improvements are being required. However, additional phase(s) of this development could warrant improvements in the future. Some Town Councils can require improvements, but it typically must come from an ordinance or UDO. The town cannot just pick and choose certain

developments they want to require improvements; it must come from established requirements within the Town's ordinance or UDO and be applied to all developments. Due to the bridge being closed we had to use our most recent traffic count on record, which was done in 2023. It is not uncommon to use a traffic count that is a couple years old, especially in a scenario such as this with traffic being detoured. Our recommendation for this development would be to only have a single entrance, but I believe the Town has indicated that they prefer two entrances, please correct me if I'm wrong. I can reach out to our traffic safety department and get them to run an accident report on Swift Creek road. Would the section from Cleveland road to Short Journey road suffice? Utilities do not typically create any issues, but the developer would incur additional costs related to relocating existing utilities if required by Johnston County Public Utilities.

Sawyer R. Roberts
Senior Assistant District Engineer
NCDOT Division 4 District 3

67 Jr Rd. Suite 700
Selma, NC 27526



From: Stephen Wensman <stephen.wensman@smithfield-nc.com>
Sent: Monday, March 10, 2025 10:28 AM
To: Roberts, Sawyer R <srroberts@ncdot.gov>
Cc: Little (Michael Baker International), Timothy M <ext-tmlittle@ncdot.gov>; Collins, Jennifer K <jkcollins@ncdot.gov>
Subject: RE: [External] Powell Tract Subdivision Transportation Requirements.

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Mr. Sawyer,

Thanks for the quick response, It was not the town that recommended two entrances, rather the developer proposed the two entrances. The section from Cleveland road to Short Journey road will suffice for the accident record.

Stephen Wensman

Planning Director

Phone: 919-934-2116, ext. 1114

Email: Stephen.wensman@smithfield-nc.com

350 East Market Street

PO Box 761

Smithfield, NC 27577

www.smithfield-nc.com



From: Roberts, Sawyer R

Sent: Tuesday, March 11, 2025 8:45 AM

To: Stephen Wensman <stephen.wensman@smithfield-nc.com>

Cc: Little (Michael Baker International), Timothy M <ext-tmlittle@ncdot.gov>; Collins, Jennifer K <jkcollins@ncdot.gov>

Subject: RE: [External] Powell Tract Subdivision Transportation Requirements.

Stephen,

Our traffic safety team is working on an accident report. I will follow up when they provide me with the data.

Sawyer R. Roberts

Senior Assistant District Engineer

NCDOT Division 4 District 3

67 Jr Rd. Suite 700

Selma, NC 27526



From: [Roberts, Sauyer R](#)
To: [Stephen Wensman](#)
Cc: [Little \(Michael Baker International\)](#), [Timothy M](#); [Collins, Jennifer K](#)
Subject: RE: [External] Powell Tract Subdivision Transportation Requirements.
Date: Wednesday, March 19, 2025 2:42:06 PM
Attachments: [image001.png](#)
[image002.png](#)

Stephen,

Just following up from our previous discussion. Our traffic safety team provided me with the accident report earlier today. I had them analyze all the accidents along the section of Swift Creek Road from Cleveland Road to Short Journey Road, for the previous 5 years. There were only 14 crashes along this section of Swift Creek Road not related to the intersections mentioned. Out of those 14 crashes, 6 were at nighttime and 8 were run-off the road accidents. None of these accidents were fatal. If you have any additional questions, feel free to reach out.

Sauyer R. Roberts
Senior Assistant District Engineer
NCDOT Division 4 District 3

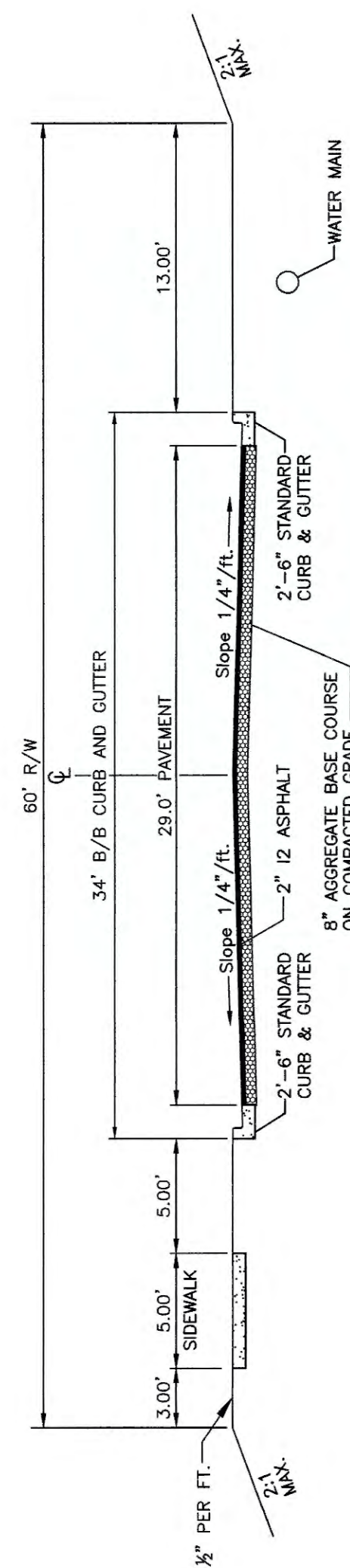
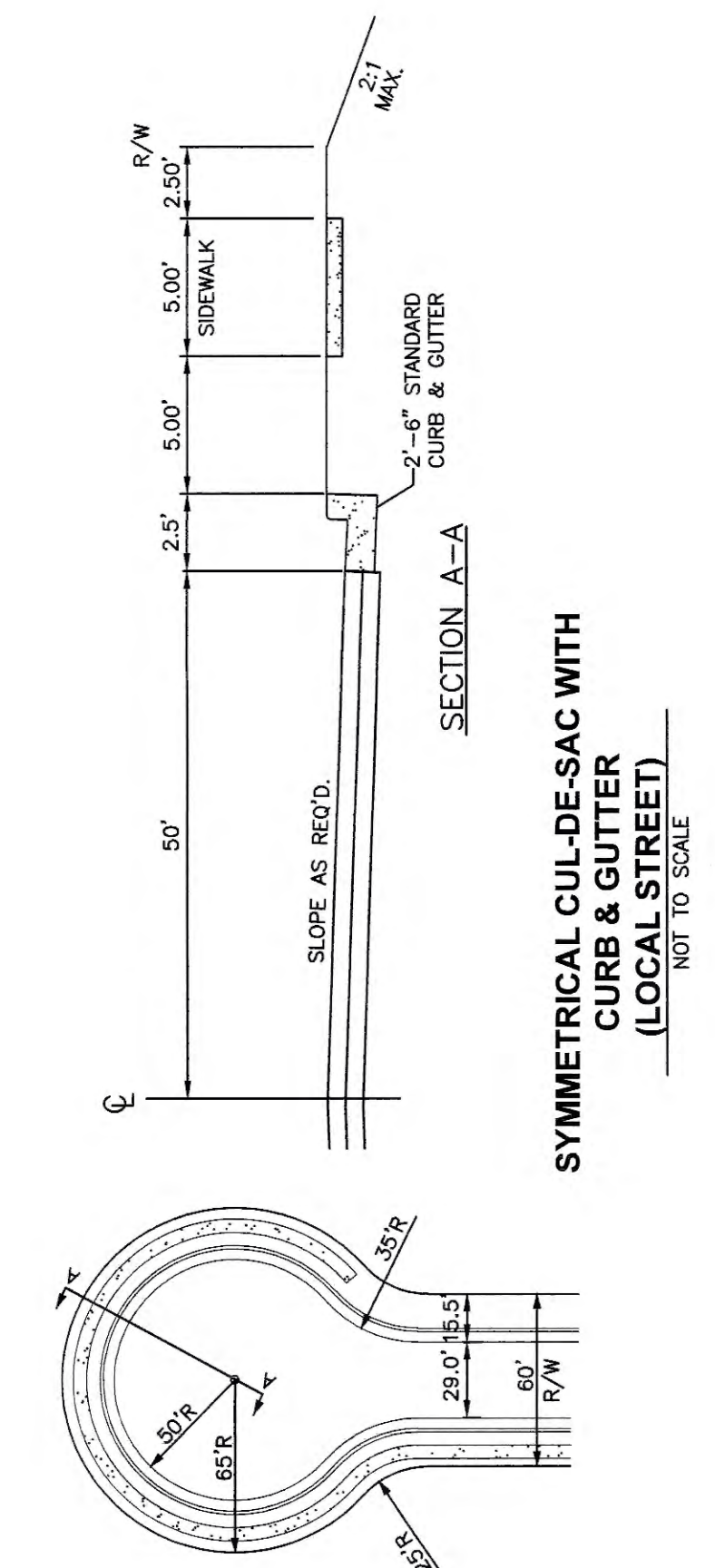
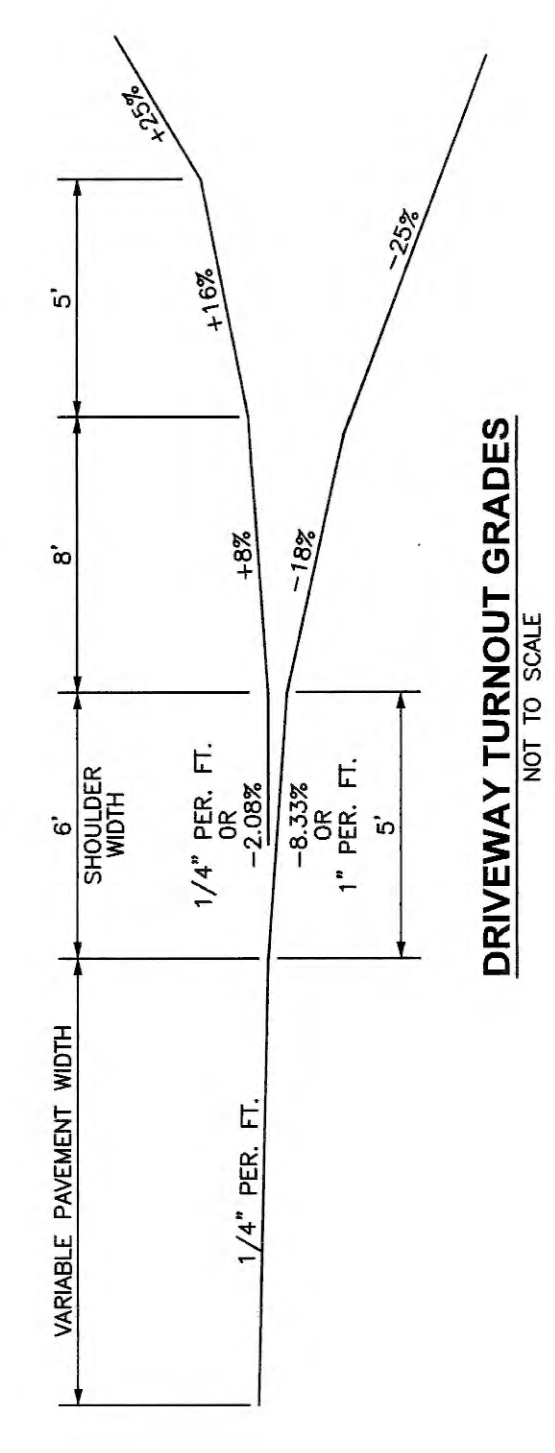
67 Jr Rd. Suite 700
Selma, NC 27526



Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



PRELIMINARY PLAN
FOR
POWELL TRACT SUBDIVISION
TOWN OF SMITHFIELD - JOHNSTON COUNTY, N.C.

PRELIMINARY
NOT FOR CONSTRUCTION

Dalton Engineering and Associates, P. A.
446 East Main Street
P.O. Box 426
Clayton, NC 27520
(919)550-4740
Fax (919) 550-4741

Job: 23017 Date: 2/6/25 Drawn: WJB Revision: Sheet: 1 OF 1

CALL BEFORE YOU DIG!
NORTH CAROLINA LAW REQUIRES NOTIFICATION OF THE UNDERGROUND UTILITY OWNER NOT LESS THAN 48 HOURS PRIOR TO EXCAVATION OR DEMOLITION
North Carolina One-Call
www.ncoc.org
1-800-632-4949

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: **\$1,500.00**

Recording Time, Book and Page:

Tax Map No.

Parcel Identifier No: **15I08014**

Mail after recording to: **Grantee**

This instrument was prepared by: **S. Vann Sauls, P.A. - Attorney at Law**

10th August, 2023
THIS DEED made this 10 day of August , by and between

GRANTOR

Charles Ronald Powell and wife, Peggy Cockrell Powell

Mailing Address: Post Office Box 2437 Smithfield, NC 27577

GRANTEE

Swift Creek Road-Lan Development, LLC

Mailing Address: 5160 NC Highway 42 West Garner, NC 27529

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

See Attached Exhibit "A"

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **1015**, Page **741**, Johnston County Registry.

A map showing the above described property is recorded in Plat Book , Page , and referenced within this instrument.

Does the above described property include the primary residence (yes/no)? **No**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. Ad valorem taxes for the year 2023 and thereafter.
2. Easements, restrictions, and rights of way of record in the Johnston County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

Charles Ronald Powell (SEAL)

Charles Ronald Powell

Peggy Cockrell Powell (SEAL)

Peggy Cockrell Powell

State of North Carolina, Johnston COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Charles Ronald Powell, Peggy Cockrell Powell. Witness my hand and official stamp or seal, this the 7th day of August, 2023.

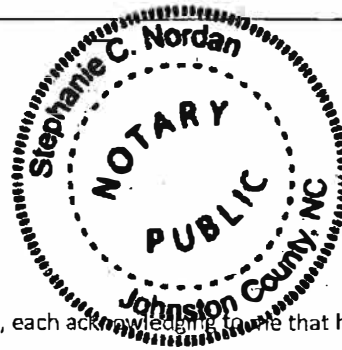
My Commission Expires: August 25, 2025

Stephanie C Nordan
Notary Public

Print Notary Name: Stephanie C Nordan

By: _____ (SEAL) _____

Title: _____



NC Johnston COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: .

Witness my hand and official stamp or seal, this the _____ day of _____.

My Commission Expires: _____

Notary Public

Print Notary Name: _____

EXHIBIT A

That certain tract of land lying and being on the east side of NCSR #1501 containing 48.92 acres, more or less, in Smithfield Township, Johnston County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the center line of NCSR #1501, the Northwest corner of the Whitfield property; and the line runs thence along the center line of said highway, North 23 degrees 14 minutes 50 seconds East 290.50 feet to a point in the center line of said highway; thence South 62 degrees 47 minutes 15 seconds East 252.07 feet to a stake; thence South 83 degrees 54 minutes 23 seconds East 179.64 feet to a stake; thence North 48 degrees 17 minutes 46 seconds East 214.08 feet to a stake; thence North 16 degrees 39 minutes 00 seconds East 117.81 feet to a stake; thence North 52 degrees 01 minute 19 seconds West 517.32 feet to a point in the center line of NCSR #1501; thence along the center line of said highway, the following courses and distances: North 22 degrees 59 minutes 07 seconds East 439.39 feet; North 21 degrees 00 minutes 32 seconds East 96.24 feet; North 14 degrees 55 minutes 31 seconds East 99.07 feet; North 08 degrees 42 minutes 22 seconds East 98.66 feet; North 04 degrees 00 minutes 00 seconds East 97.69 feet and North 00 degrees 18 minutes 25 seconds West 34.68 feet to a point in the center line of said highway where the southern property line of the property of W. D. Johnson intersects said center line of the highway; thence South 79 degrees 30 minutes 27 seconds East 1057.49 feet to an iron pipe in the western property line of the property of James Talton; thence along his western property line, South 09 degrees 45 minutes 13 seconds West 660.13 feet; thence South 72 degrees 31 minutes 02 seconds East 245.59 feet; thence South 19 degrees 41 minutes 07 seconds West 851.83 feet to an iron pipe on a branch; thence North 24 degrees 06 minutes 44 seconds West 152.55 feet to an iron pipe on the branch; thence South 26 degrees 41 minutes 55 seconds West 731.70 feet to an iron pipe, the Northeast corner of the Whitfield property; thence along the northern property line of the Whitfield property, North 55 degrees 47 minutes 20 seconds West 1258.37 feet to a point in the center line of NCSR #1501, the point of BEGINNING.

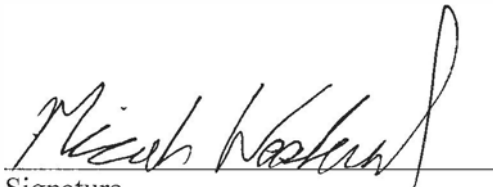


PLANNING DEPARTMENT

Micah Woodard, Planner I

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Micah Woodard, hereby certify that the property owner and adjacent property owners of the following petition, S-25-02, ANX-25-02 and CZ-25-02 were notified by First Class Mail on 3/31/25 of the Public Hearing on April 15th, 2025.


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

31st day of March, 2025


Notary Public Signature

Julianne Edmonds
Notary Public Name

My Commission expires on 1-15-2028



S-25-02 Powell Tract Subdivision

File Number:
S-25-02

Project Name:
Powell Tract Subdivision

Location:
Swift Creek Road

Tax ID#:
15108014
15108014I

Existing Zoning:
R-20A
(Residential-Ag District)

Property Owner:
SWIFT CREEK ROAD-LAN
DEVELOPMENT, LLC

Applicant:
SWIFT CREEK ROAD-LAN
DEVELOPMENT, LLC



1"=150'

Map created by Micah Woodward, Planner I on
5/12/25





Request for Town Council Action

Public S-25-03
Hearing:
Date: 05/20/2025

Subject: Heritage Townes at Waddell Preliminary Plat
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Public Hearing

Issue Statement

Samuel O'Brien (Shovel Ready Johnson, Inc) is requesting the preliminary plat of Heritage Townes at Waddell, a 17-unit townhouse development on 1.88 acres of land in the R-8 Zoning District.

Financial Impact

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

Action Needed

To hold a public hearing and to decide whether to approve, approve with conditions or deny the preliminary plat request.

Recommendation

Staff recommend approval of the Heritage Townes at Waddell Preliminary Plat with 1 condition based on the finding of fact for preliminary subdivisions.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Finding of Fact
3. Application and Narrative
4. Preliminary Plat & Site Plans
5. Zoning Map



Staff Report

Public S-25-03
Hearing:

PROJECT OVERVIEW:

A special use permit, Case No. SUP-24-02, was approved by the Town Council for this 17-unit townhouse project on December 17, 2024. The proposed preliminary plat is consistent with the rezoning plans and conditions of approval.

PROPERTY LOCATION:

The proposed development is located 19 and 21 Waddell Drive, approximately 460 feet north of the Brightleaf Boulevard and Waddell Drive intersection and further identified by the Johnston County Tax ID#s 15005023, 15005022, 15005022A.

APPLICATION DATA:

Applicant:	Samuel O'Brien (Shovel Ready Johnson, Inc).
Engineer:	Dan Danvers, RLA (Bohler Engineering NC, PLLC)
Property Owners:	Heritage Townes at Waddell, Inc.
Tax ID#s	15005023, 15005022, 15005022A
Rezoning Acreage:	1.88 acres.
Present Zoning:	R-8
Existing Use:	Detached single-family residential
Proposed Use:	Townhomes (multi-family)
Fire District:	Town of Smithfield
Parks/Recreation:	Fee in lieu of parkland dedication
School Impacts:	Potentially students in schools
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield
Development Density:	9 dwelling units per acre

ADJACENT ZONING AND LAND USES: (see attached map)

	Zoning	Existing Land Uses
North	O/I	Nursing Home
South	R-8	Detached single-family residential
East	R-8	Detached single-family residential
West	R-8	Detached single-family residential

EXISTING CONDITIONS/ENVIRONMENTAL:

- The property considered for approval is comprised of 3-detached single family residential lots. There is an existing home and shed that will be removed by this project.
- An existing 3' high metal/barbed wire fence runs along the east property line.
- An existing 20' wide drainage easement that runs north-west from Waddell Drive toward the rear of the lot towards the Nursing Home on Berkshire Drive.
- Waddell Drive is an 18'-wide road with drainage ditches on the sides without sidewalks.

PLAT REVIEW:

- **Development Plan Overview.** The project consists of 3-townhouse buildings proposed (3-unit, 6-unit and 8-unit each). Access to the development is from a single driveway leading to a parking courtyard in the rear of the buildings. Each unit will have a 2-car garage for parking. Seven (7) overflow parking spaces are to be provided in a center island with a cluster mailbox. The fronts of the townhouses face outward towards the sides of the project area. Each unit will have a front yard area linked to a shared sidewalk that encircles the buildings.
- **Comprehensive Plan/Density.** The Town Plan guides this property for medium density residential with a maximum density of 9.68 units per acre. This proposal will have a density of 9 units per acre.
- **Townhomes.** Each townhouse on both the front and back will be differentiated by its own shed roof-dormer. Each front yard will have its own fenced area. The architectural materials will be comprised of composite lap siding, vertical siding, board and batten vertical siding, composite fascia with corner trim made by Tamlyn (metal product).
 - **Unit dimensions.** 22' wide x 28' deep.
 - **Lot dimensions.** 22' wide x 63' deep.
 - Each unit will have 3 bedrooms with 2 baths.
- **Street Access/Frontage.** The development site has frontage on Waddell Drive and access to the site will be from a shared driveway off Waddell Drive.
- **Street Yard/Buffers.** The proposed development plans show a 10' wide Type A buffer along the sides and rear of the site and a 15' Street Yard Landscaping along the front property line as required.
- **Building Setbacks.** The development has provided a 35' perimeter setback as required for multi-family developments with 11 to 30 units.
- **Building Separations.** All proposed townhouse buildings maintain the required 30' building separation for buildings ranging 25.1' to 30' in height.

- **Sidewalks.** Multi-family developments are required to construct sidewalks along the public right of way or in an easement on the development property. The site plans show a sidewalk near the Waddell Drive frontage that is required to go the full extent of the frontage.
- **Trash.** Trash will be stored in individual roll-out containers stored within the garages. If stored outside, they should be screened from the public right of way.
- **Parking.** Minimum parking requirements for three-bedroom units are 2 spaces per unit. The development provides spaces for 2 cars per unit + 7 overflow.
- **Stormwater.** The site plan provides an area in the northwest corner of the site for a stormwater management facility.
- **HOA.** A homeowner's association will be required to maintain all the common areas and amenities including the parking lot, sidewalks, stormwater facility, mail kiosk, signs, etc.
- **Utilities.** The developer has relocated the sanitary sewer with an easement crossing the site.
- **Signage.** A monument sign is shown on the site plan. The location meets the required setbacks.
- **Traffic.** The amount of traffic generated by this development is below the threshold for a traffic study. During the special use permit hearing, expert testimony determined that Waddell was suitable to handle the extra traffic that the development will be creating.

FINDING OF FACT (Staff Opinion):

The Town Council shall issue **the preliminary plat** if it has evaluated an application through a quasi-judicial process and determined that (Staff's opinion in **Bold/Italic**):

1. The plan is consistent with the adopted plans and policies of the town; The preliminary plans are consistent. *The site is guided in the comprehensive plan for medium density residential which includes townhouse development.*
2. The plan complies with all applicable requirements of this ordinance; *The preliminary plat is in accordance with the town's Unified Development Ordinance (UDO).*
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; *There is adequate water, sewer, electric and transportation infrastructure to support the development.*
4. The plan will not be detrimental to the use or development of adjacent properties or another neighborhood uses. *The plan will not be detrimental. The development will face outward and will be properly buffered as required by the UDO.*

RECOMMENDATION:

Planning Staff recommend approval of S-25-03 with the following conditions:

1. That the preliminary plat approval is contingent on staff approval of the construction plans that meet all conditions of the special use permit and Unified Development Ordinance requirements.

RECOMMENDED MOTION:

"Move to approve the Heritage Townes at Waddell preliminary plat, S-25-03, with one condition based on the finding of fact for preliminary subdivisions."

**Town of Smithfield
Preliminary Plat
Finding of Fact / Approval Criteria**

Application Number: S-25-03 **Project Name:** Heritage Townes at Waddell

Request: Samuel O'Brien (Shovel Ready Johnson, Inc) is requesting the preliminary plat of Heritage Townes at Waddell, a 17-unit townhouse development on 1.88 acres of land in the R-8 Zoning District. The proposed development is located 19 and 21 Waddell Drive, approximately 460 feet north of the Brightleaf Boulevard and Waddell Drive intersection, and further identified by the Johnston County Tax ID#s 15005023, 15005022, 15005022A

In approving an application for a preliminary plat 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 preliminary plat if it has evaluated an application through a quasi-judicial process and determined that:

1. The plan is consistent with the adopted plans and policies of the town;
2. The plan complies with all applicable requirements of this ordinance;
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and
4. The plan will not be detrimental to the use or development of adjacent properties or another neighborhood uses

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 Preliminary Plat Application # S-25-03 with conditions:*

1. That the subdivision approval be contingent on approval of the construction drawings and meeting all UDO requirements.
2. Sidewalks are maintained by the HOA in coordination with NCDOT.
3. That requirement street yards be provided and the street yard landscaping on Swift Creek Road be located within an easement or on HOA property.
4. That the developer provides a statement from Johnston County Health Department that a copy of the plat has been submitted to them and approved for septic systems prior to construction plan approval.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Preliminary Plat Application # S-25-03 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-25-03 is hereby:

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

1. That the preliminary plat approval is contingent on staff approval of the construction plans that meet all conditions of the special use permit and Unified Development Ordinance requirements.

_____ **denied for the noted reasons.**

Decision made this ____ day of _____ 2025 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



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

Preliminary Subdivision Application General Information

Development Name Heritage Townes at Waddell

Proposed Use Residential (Townhomes)

Property Address(es) 19 and 21 Waddell Drive

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

PIN# 260413-03-1645, 260413-03-2763

TAX ID# 15005022, 15005023

Project type? ☐ Single Family ☒ Townhouse ☐ Multi-Family ☐ Non-Residential ☐ Planned Unit Development (PUD)

OWNER/DEVELOPER INFORMATION

Company Name Heritage Townes at Waddell, INC

Owner/Developer Name Sam O'Brien

Address PO Box 30292, Raleigh NC 27622-0292

Phone 860-751-4689

Email Samuel.L.O'Brien@gmail.com

Fax n/a

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name Bohler Engineering NC, PLLC

Contact Name Dan Danvers

Address 4130 ParkLake Ave, Suite 200 Raleigh, NC 27612

Phone 919-478-9000

Email ddanvers@bohlereng.com

Fax n/a

DEVELOPMENT TYPE AND SITE DATA TABLE (Applicable to all developments)

ZONING INFORMATION

Zoning District(s) R-8

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

Overlay District? ☐ Yes ☒ No

Inside City Limits? ☒ Yes ☐ No

FOR OFFICE USE ONLY

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

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

- a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
- b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);
- c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;
- d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;
- e) A statement showing the proposed density of the project with the method of calculating said density shown;
- f) Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision;
- g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);
- h) A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;
- i) Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area;
- j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;
- k) A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

STORMWATER INFORMATION			
Existing Impervious Surface	0.052 / 2,282.50 acres/sf	Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Impervious Surface	0.889 / 38,710.00 acres/sf	Neuse River Buffer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Watershed protection Area	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Wetlands	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation n/a			
NUMBER OF LOTS AND DENSITY			
Total # of Single Family Lots	0	Overall Unit(s)/Acre Densities Per Zoning Districts	4,818 sf/ac
Total # of Townhouse Lots	17	Acreage in active open space	
Total # of All Lots	18	Acreage in passive open space	
SIGNATURE BLOCK (Applicable to all developments)			
<p>In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed subdivision plan as approved by the Town.</p> <p>I hereby designate <u>Dan Danvers</u> to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.</p> <p>I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use.</p>			
Signature <u>d623f05e-9993-4fe6-8032-99eabd09689e</u>		Digitally signed by d623f05e-9993-4fe6-8032-99eabd09689e Date: 2025.02.10 12:33:31 -05'00' Date <u>02/10/2025</u>	
Signature _____		Date _____	
REVIEW FEES			
<input checked="" type="checkbox"/> Major Subdivision (Submit 7 paper copies & 1 Digital copy on CD) \$500.00 + \$5.00 a lot			
$\$500 + (5 * 18) = \590.00			
FOR OFFICE USE ONLY			
File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____			

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

Information	Preliminary Plat
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X
Name of proposed subdivision.	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X
Graphic scale.	X
North arrow and orientation.	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X
List the proposed construction sequence.	X
Storm water plan – see Article 10, Part VI.	X
Show existing contour lines with no larger than five-foot contour intervals.	X
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X
Date of the drawing(s) and latest revision date(s).	X

Information	Preliminary Plat
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X
State on plans any variance request(s).	X
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X
Show the minimum building setback lines for each lot.	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X
Show pump station detail including any tower, if applicable.	X
Show area which will not be disturbed of natural vegetation (percentage of total site).	X
Label all buffer areas, if any, and provide percentage of total site.	X
Show all riparian buffer areas.	X
Show all watershed protection and management areas per Article 10, Part VI.	X
Soil erosion plan.	X
Show temporary construction access pad.	X
Outdoor illumination with lighting fixtures and name of electricity provider.	X
The following data concerning proposed streets:	
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X
Traffic signage location and detail.	X
Design engineering data for all corners and curves.	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X

Information	Preliminary Plat
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X
The location and dimensions of all:	
Utility and other easements.	X
Pedestrian and bicycle paths.	X
Areas to be dedicated to or reserved for public use.	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X
Required riparian and stream buffer per Article 10, Part VI.	X
The site/civil plans for utility layouts including:	
Sanitary sewers, invert elevations at manhole (include profiles).	X
Storm sewers, invert elevations at manhole (include profiles).	X
Best management practices (BMPs)	X
Stormwater control structures	X
Other drainage facilities, if any.	X
Impervious surface ratios	X
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X
Gas lines.	X
Telephone lines.	X
Electric lines.	X
Plans for individual water supply and sewage disposal systems, if any.	X
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	X
Linear feet in streets and acreage.	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X

Information	Preliminary Plat
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
The accurate locations and descriptions of all monuments, markers, and control points.	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X
A copy of the erosion control plan submitted to the Regional Office of NC- DNRCD, when land disturbing activity amounts to one acre or more.	X
All certifications required in Section 10.117.	X
Any other information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X
Improvements guarantees (see Section 5.8.2.6).	

FOR OFFICE USE ONLY			
File Number: _____	Date Submitted: _____	Date Received: _____	Amount Paid: _____

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a preliminary subdivision plat approval 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 grant preliminary subdivision approval if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The plan is consistent with the adopted plans and policies of the town;

The subdivision described herein is consistent with the adopted plans and policies of the Town of Smithfield.

- 2) The plan complies with all applicable requirements of this ordinance;

The subdivision described herein complies with all applicable requirements of the Town of Smithfield UDO.

- 3) There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and

Adequate infrastructure exists to support the proposed project.

- 4) The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

The proposed subdivision will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

PROP. SITE PLAN DOCUMENTS

HERITAGE TOWNES AT WADDELL

FOR

SHOVEL READY JOHNSTON, INC.,

19 AND 21 W WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

REFERENCES AND CONTACTS

REFERENCES	
♦ BOUNDARY & TOPOGRAPHIC SURVEY: BOHLER ENGINEERING NC, PLLC DATED: 04/12/24 (REV. 1) ELEVATIONS: NGD 83, NSRS 2011	♦ GEOTECHNICAL INVESTIGATION REPORT: TO BE DETERMINED
♦ ARCHITECTURAL PLAN: "HERITAGE TOWNES AT WADDELL" CENTER STUDIO ARCHITECTURE DATED: 06/25/24	
GOVERNING AGENCIES	
♦ PLANNING DEPARTMENT JOHNSTON COUNTY, PLANNING DIRECTOR 300 EAST MARKET ST. SMITHFIELD, NC 27577 PHONE: (919) 954-2798 FAX: (919) 954-1114	♦ PUBLIC UTILITIES DEPARTMENT TED CRENLE, PUBLIC UTILITIES DIRECTOR 111 SOUTH FOURTH ST SMITHFIELD, NC 27577 PHONE: (919) 954-2798 FAX: (919) 954-2688
♦ FIRE DEPARTMENT BLAKE HOLLOWAY, FIRE MARSHALL 111 SOUTH FOURTH ST SMITHFIELD, NC 27577 PHONE: (919) 954-2688 FAX: (919) 954-0986	

THE ABOVE REFERENCED DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THESE PLANS. HOWEVER, BOHLER ENGINEERING DOES NOT WARRANT THE ACCURACY OF THE INFORMATION DERIVED FROM THESE DOCUMENTS, BY OTHERS.

GENERAL NOTE:
THE INFORMATION ON THE DRAWINGS, PLANS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS RELATIVE TO THIS PROJECT IS THE PROPERTY OF BOHLER ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC. THE INFORMATION ON THE DRAWINGS, PLANS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS RELATIVE TO THIS PROJECT IS THE PROPERTY OF BOHLER ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC.



LOCATION MAP

SCALE: 1" = 500'

OWNER
HERITAGE TOWNES AT WADDELL, INC.
PO BOX 30282
RALEIGH, NC 27612-0282

DEVELOPER
SHOVEL READY JOHNSTON, INC.
4500 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
PHONE: 919-578-9000

PREPARED BY



CONTACT: DAN DANVERS, R.L.A.

PHONE : (919) 578 - 9000

EMAIL: DDANVERS@BOHLERENG.COM

SHEET INDEX	
Sheet Number	Sheet Title
C-101	COVER
C-102	NOTES
C-201	EXISTING CONDITIONS
C-301	SITE PLAN
C-302	PLAT PLAN
C-401	GRADING PLAN
C-402	STORM PROFILE
C-403	SCM PLAN
C-404	DRAINAGE DETAILS
C-501	UTILITY PLAN
C-502	SANITARY PROFILE
C-503	UTILITY DETAILS
C-504	UTILITY DETAILS
L-101	LANDSCAPE PLAN
L-102	LANDSCAPE DETAILS
L-201	LIGHTING PLAN
L-202	LIGHT DETAILS



Know what's below.
Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS THE PROPERTY OF BOHLER ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC.

PROJECT No.: NCB240021
DRAWN BY: DBIA/WSH
CHECKED BY: DO
DATE: 03/28/24
CAD ID.: P-CIVL-CN05

PROJECT:

PROP.
SITE PLAN
DOCUMENTS

FOR

SHOVEL READY
JOHNSTON, INC.

HERITAGE TOWNES AT WADDELL

19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY



4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000

NC@BohlerEng.com



SHEET TITLE: 02/06/2025

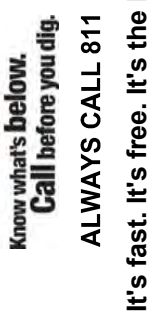
COVER
SHEET

SHEET NUMBER:
C-101

ORG. DATE - 02/06/25

SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROVIDED AS IS AND SHALL BE CONSIDERED AS NOT BEING A GUARANTEE OF ANY KIND. BOHLER ENGINEERING, INC. AND ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN. BOHLER ENGINEERING, INC. AND ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN.

[illegible]

It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
VIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE

PROJECT No.: NCB240021-0A
DRAWN BY: DB/AW/SH
CHECKED BY: DD
DATE: 02/06/2025
AD I.D.: P-CIVL-SITE

PROJECT:

**PROP.
SITE PLAN
DOCUMENTS**

**SHOVEL READY
JOHNSTON, INC.**

HERITAGE TOWNES AT WADDELL
19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

**1130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000**

NC@BohlerEng.com



SHEET TITLE:

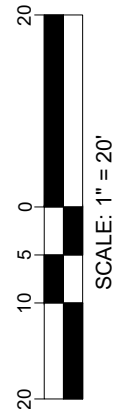
SITE PLAN

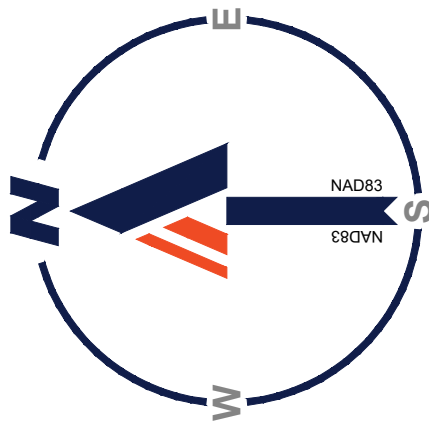
HEET NUMBER:

C-301

ORG. DATE - 02/06/25

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY





N/F
ARNW INVESTMENT
PROPERTIES LLC
PIN: 260413-03-4918
DB 3073, PG 394
ZONING: O&I
LAND USE: MEDICAL

N/F
JOSE B VALDEZ
PIN: 169416-93-9738
DB 6162, PG 221
ZONING: R-8
LAND USE: RESIDENTIAL

⑦③ PECAN—
S THE
Y LINE

N/F
JOSE B VALDEZ
PIN: 169416-93-9738
DB 6162, PG 221
ZONING: R-8
LAND USE: RESIDENTIAL

EX. DRAINAGE SWALE -
(DELINICATION FROM TERRACON REPORT
PROJECT #: 70247260 DATED 05/24/24)

N/F
JOSE B VALDEZ
PIN: 169416-93-9731
DB 6234, PG 319
ZONING: R-8
LAND USE: RESIDENTIAL

EX. WETLAND AREA—
(DELINEATION FROM TERRACON
REPORT PROJECT #: 70247260
DATED 05/24/24)

N/F
CARLOS P
PIN: 169416-
DB 887, P
ZONING:
LAND USE: RE

⑦③
INTERLINE OF PECAN—
BRANCH IS THE
PROPERTY LINE
PR-57 PG. 480

N/F
MARGARET SANTOS
PIN: 260413-03-063
DB 4513, PG 706
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
MARGARET SANTOS
PIN: 260413-03-0637
DB 4513, PG 706
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
CHARLES E SANDERS JR.
PIN: 260413-03-1540
DB 5271, PG 620
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
LMR RENTALS
PIN: 260413-03-3743
DB 2938, PG 67
ZONING: R-8
LAND USE: RESIDENTIAL

EX. 5' GAS EASEMENT (6)
DR 1286 PG. 59

MOVEMENT

EX-100
40' PUBLIC RIGHT-OF-WAY
FEB 5/7, PG 480
WADDELL DRIVE

Line #	Line Code	
	Length	Direction
L89	22,000	S77°28'27.66"E
L90	22,000	S77°28'27.66"E
L91	66,000	N12°13'32.34"E
L92	22,000	S77°28'27.66"E
L93	22,000	S77°28'27.66"E
L94	66,000	N12°13'32.34"E
L95	22,000	S77°28'27.66"E
L96	22,000	S77°28'27.66"E
L97	66,000	N12°13'32.34"E
L98	22,000	S77°28'27.66"E
L99	22,000	S77°28'27.66"E
L100	66,000	N12°13'32.34"E
L101	22,000	S77°28'27.66"E
L102	22,000	S77°28'27.66"E
L103	66,000	N12°13'32.34"E
L104	22,000	S77°28'27.66"E
L105	22,000	S77°28'27.66"E
L106	66,000	N12°13'32.34"E
L107	22,000	S77°28'27.66"E
L108	22,000	S77°28'27.66"E
L109	66,000	N12°13'32.34"E
L110	22,000	S77°28'27.66"E
L111	22,000	S77°28'27.66"E
L112	66,000	N12°13'32.34"E
L113	22,000	S77°28'27.66"E
L114	22,000	S77°28'27.66"E
L115	66,000	N12°13'32.34"E
L116	22,000	S77°28'27.66"E
L117	22,000	S77°28'27.66"E
L118	66,000	N12°13'32.34"E
L119	22,000	S77°28'27.66"E
L120	22,000	S77°28'27.66"E
L121	66,000	N12°13'32.34"E
L122	22,000	S77°28'27.66"E
L123	22,000	S77°28'27.66"E
L124	66,000	N12°13'32.34"E
L125	22,000	S77°28'27.66"E
L126	22,000	S77°28'27.66"E
L127	66,000	N12°13'32.34"E
L128	22,000	S77°28'27.66"E
L129	22,000	S77°28'27.66"E
L130	66,000	N12°13'32.34"E
L131	22,000	S77°28'27.66"E
L132	22,000	S77°28'27.66"E
L133	66,000	N12°13'32.34"E
L134	22,000	S77°28'27.66"E
L135	22,000	S77°28'27.66"E
L136	66,000	N12°13'32.34"E
L137	22,000	S77°28'27.66"E
L138	22,000	S77°28'27.66"E
L139	66,000	N12°13'32.34"E
L140	22,000	S77°28'27.66"E
L141	22,000	S77°28'27.66"E
L142	66,000	N12°13'32.34"E
L143	22,000	S77°28'27.66"E
L144	22,000	S77°28'27.66"E
L145	66,000	N12°13'32.34"E
L146	22,000	S77°28'27.66"E
L147	22,000	S77°28'27.66"E
L148	66,000	N12°13'32.34"E
L149	22,000	S77°28'27.66"E
L150	22,000	S77°28'27.66"E
L151	66,000	N12°13'32.34"E
L152	22,000	S77°28'27.66"E
L153	22,000	S77°28'27.66"E
L154	66,000	N12°13'32.34"E
L155	22,000	S77°28'27.66"E
L156	22,000	S77°28'27.66"E
L157	66,000	N12°13'32.34"E
L158	22,000	S77°28'27.66"E
L159	22,000	S77°28'27.66"E
L160	66,000	N12°13'32.34"E
L161	22,000	S77°28'27.66"E
L162	22,000	S77°28'27.66"E
L163	66,000	N12°13'32.34"E
L164	22,000	S77°28'27.66"E
L165	22,000	S77°28'27.66"E
L166	66,000	N12°13'32.34"E
L167	22,000	S77°28'27.66"E
L168	22,000	S77°28'27.66"E
L169	66,000	N12°13'32.34"E
L170	22,000	S77°28'27.66"E
L171	22,000	S77°28'27.66"E
L172	66,000	N12°13'32.34"E
L173	22,000	S77°28'27.66"E
L174	22,000	S77°28'27.66"E
L175	66,000	N12°13'32.34"E
L176	22,000	S77°28'27.66"E</

Line #		Line Data	
		Length	Direction
L76	66.00	S12° 33.34'W	
L77	66.00	S12° 33.34'W	
L67	22.00	S17° 27.68'E	
L68	22.00	N77° 52.27.85'W	
L69	66.00	N12° 31.33.4'E	
L117	22.00	N21° 40.92'W	
L118	22.00	S21° 40.92'E	
L119	66.00	N88° 45.68.0'E	
L114	22.00	N21° 40.92'W	
L115	22.00	S21° 40.92'E	
L116	66.00	N88° 45.68.0'E	
L111	22.00	S21° 40.92'W	
L112	22.00	N21° 40.92'E	
L113	66.00	N88° 45.68.0'E	
L108	22.00	N21° 40.92'W	
L109	22.00	S21° 40.92'E	
L105	66.00	N88° 45.68.0'E	
L106	22.00	N21° 40.92'W	
L107	66.00	N88° 45.68.0'E	

Line Rate		
Line #	Length	Direction
L101	66.00	S89°45'58.00"E
L102	22.00	N21°14'03.92"W
L103	22.00	S31°40'03.92"E
L104	66.00	N89°45'58.00"E
L98	22.00	N89°13'11.39"W
L99	22.00	S89°13'11.39"E
L96	22.00	S89°13'11.39"E
L95	22.00	N89°13'11.39"W
L97	66.00	N00°45'58.01"E
L91	66.00	N00°45'58.01"W
L92	22.00	N89°13'11.39"W
L93	22.00	S89°13'11.39"E
L94	66.00	N00°45'58.01"E



**Know what's below.
Call before you dig.**

ALWAYS CALL 811

It's fast. It's free. It's the law.

**ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL**

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION

PROJECT No.: NCB240021-0A
DRAWN BY: DB/AW/SH
CHECKED BY: DD
DATE: 02/06/2025
CAD I.D.: P-CIVL-SITE

PROJECT:

**PROP.
SITE PLAN
DOCUMENTS**

FOR

**SHOVEL READY
JOHNSTON, INC.**

HERITAGE TOWNES AT WADDELL

19 AND 21 WADELLE DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000

NC@BohlerEng.com



SHEET TITLE:

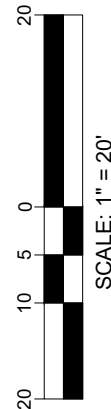
02/06/2025

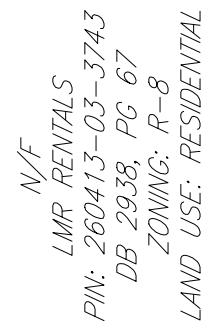
PLAT PLAN

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY

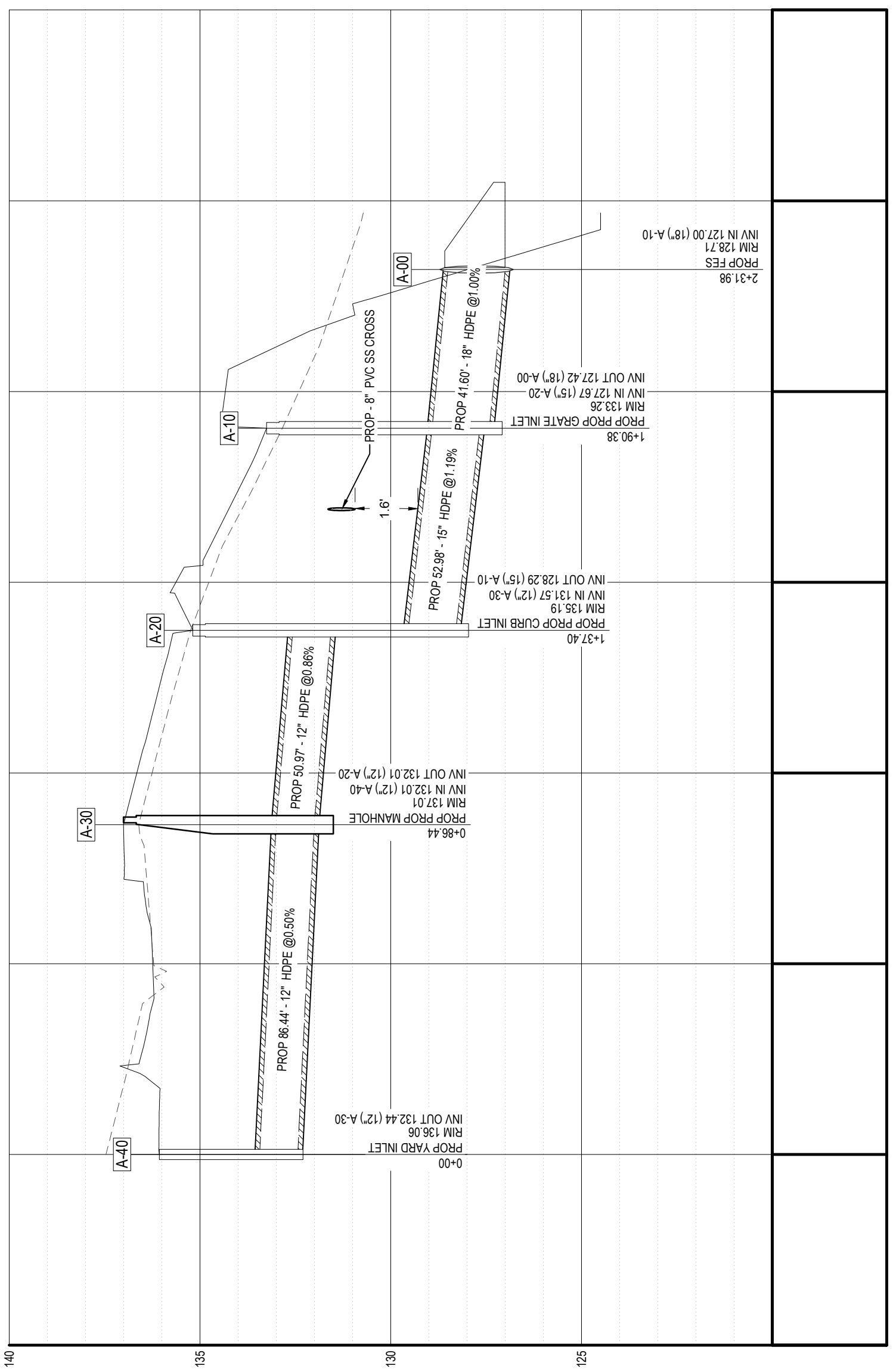
C-302

ORG. DATE - 02/06/25



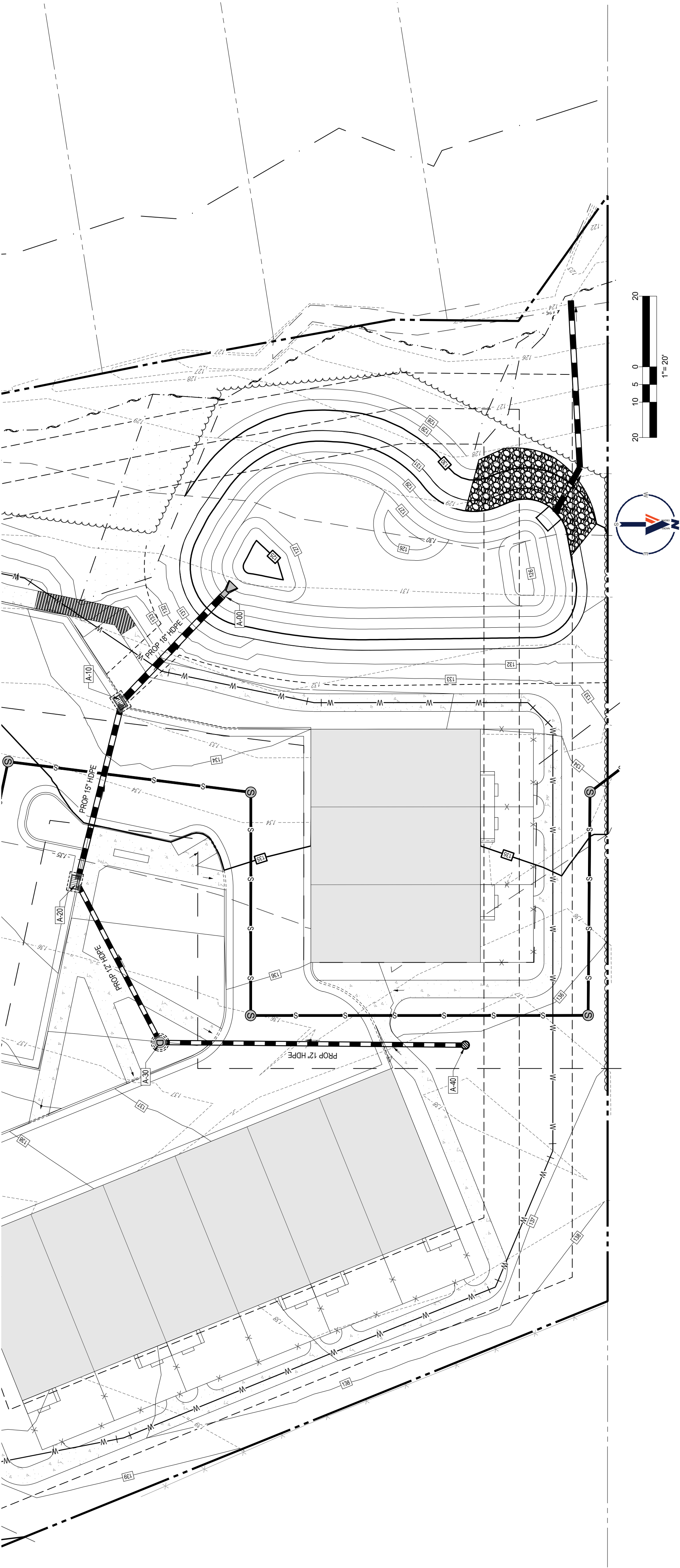


SCALE: 1" = 20'



PROPOSED STM PROFILE (A-00 - A-40)

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL

[illegible]

Know what's below.
Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

**ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL**

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE

PROJECT No.: NCB240021-0A
DRAWN BY: DB/AW/SH
CHECKED BY: DD
DATE: 02/06/2025
CAD I.D.: P-CIVL-GRAD

PROJECT:

PROP.
SITE PLAN
DOCUMENTS

**SHOVEL READY
JOHNSTON, INC.**

HERITAGE TOWNES AT WADDELL

19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

**4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000**

NC@BohlerEng.com



SHEET TITLE:

02/06/2025

STORM PROFILE

SHEET NUMBER:

C-402

ORG. DATE - 02/06/25

MLL



BOHLER
BOHLER ENGINEERING NC, PLLC

SITE CIVIL AND CONSULTING ENGINEERING

**SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES**

TRANSPORTATION SERVICES

[illegible]

**ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL**

PROJECT No.:	NCB240021-0A
DRAWN BY:	DB/AW/SH
CHECKED BY:	DD
DATE:	02/06/2025
CAD I.D.:	P-CIVL-GRAD
PROJECT:	

PROP.
SITE PLAN
DOCUMENTS

**SHOVEL READY
JOHNSTON, INC.**

HERITAGE TOWNES AT WADDELL
19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER 
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

**4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000**

NC@BohlerEng.com



SHEET TITLE:

SCM PLAN

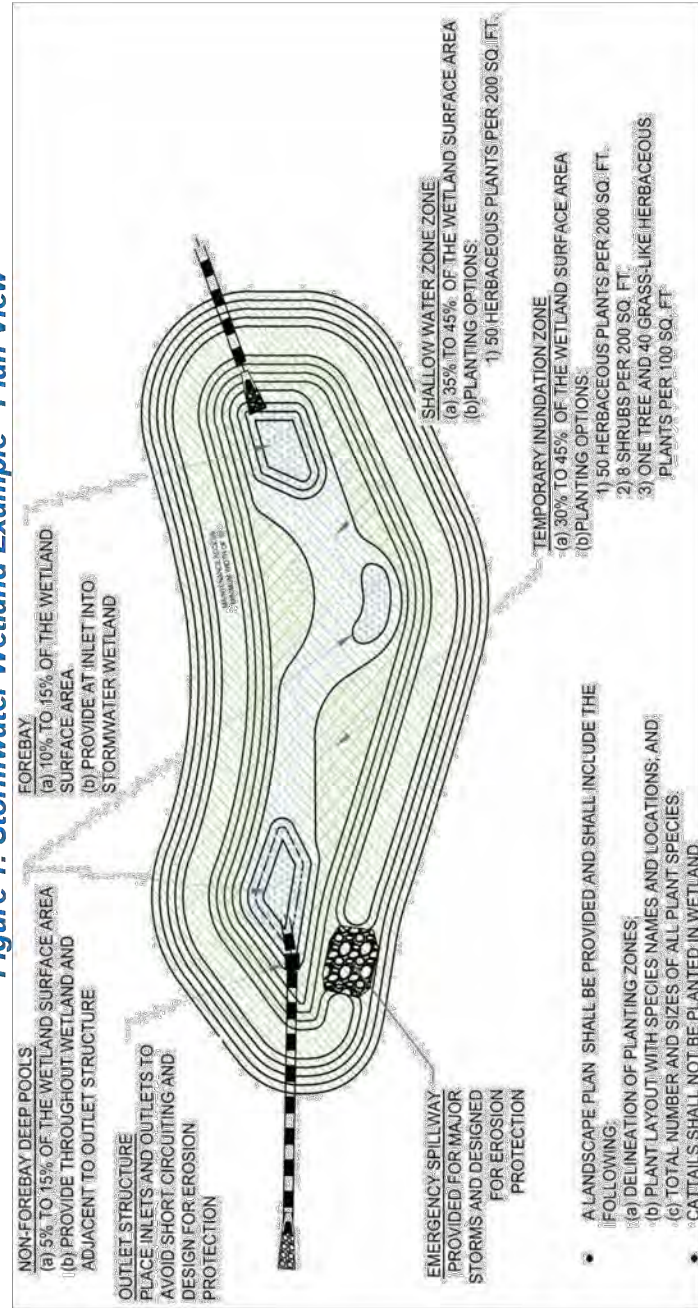
SHEET NUMBER:
C-403

ORG. DATE - 02/06/25

1. SIDE SLOPES STABILIZED WITH VEGETATION SHALL BE NO STEEPER THAN 3:1.

- MAINTENANCE PROCEDURE:**

1. IMMEDIATELY FOLLOWING CONSTRUCTION OF THE STORMWATER WETLAND, CONDUCT BIWEEKLY INSPECTIONS AND WATER WETLAND PLANTS BIWEEKLY UNTIL VEGETATION BECOMES ESTABLISHED (COMMONLY SIX WEEKS).
2. NO PORTION OF THE STORMWATER WETLAND WILL BE FERTILIZED AFTER THE FIRST INITIAL FERTILIZATION THAT IS REQUIRED TO ESTABLISH THE WETLAND PLANTS.
3. MAINTAIN STABLE COVER IN THE DRAINAGE AREA TO REDUCE THE SEDIMENT LOAD TO THE WETLAND.
4. INSPECT THE EMBANKMENT BY A DAM SAFETY EXPERT AT LEAST ONCE ANNUALLY. ANY PROBLEMS THAT ARE FOUND SHALL BE REPAIRED IMMEDIATELY.
5. AFTER THE STORMWATER WETLAND IS ESTABLISHED, INSPECT IT MONTHLY AND WITHIN 24 HOURS AFTER EVERY STORM EVENT GREATER THAN 1.0 INCH.
6. KEEP A MAINTENANCE RECORD IN A LOG IN A KNOWN STAFF LOCATION. ANY DEFICIENCIES NOTED IN AN INSPECTION THAT ARE NOT CORRECTED REPAIRED OR REPLACED IMMEDIATELY TO PREVENT DAMAGE TO THE WETLAND OR TO PRODUCE A SAFETY OF THE PUBLIC, AND THE REMOVAL EFFICIENCY OF THE SCWM.

[illegible]

C-4. Stormwater Wetland	3	11/20/2020
-------------------------	---	------------

[illegible]

DETAIL SHOWING METHOD OF REBAR CONSTRUCTION

WHERE 40" TO 64" PIPE IS USED

WHERE 40" TO 64" PIPE IS USED

DETAIL SHOWING TYPES OF GRATES USE ACCORDING TO WATER FLOW.

SEE WITH -

PLAN

PLAN

SECTION - AA

SECTION - BB

SECTION - CC

SECTION - DD

SECTION - EE

SECTION - FF

SECTION - GG

SECTION - HH

SECTION - II

SECTION - JJ

SECTION - KK

SECTION - LL

SECTION - MM

SECTION - NN

SECTION - OO

SECTION - PP

SECTION - QQ

SECTION - RR

SECTION - SS

SECTION - TT

SECTION - UU

SECTION - VV

SECTION - WW

SECTION - XX

SECTION - YY

SECTION - ZZ

SECTION - AA

SECTION - BB

SECTION - CC

SECTION - DD

SECTION - EE

SECTION - FF

SECTION - GG

SECTION - HH

SECTION - II

SECTION - JJ

SECTION - KK

SECTION - LL

SECTION - MM

SECTION - NN

SECTION - OO

SECTION - PP

SECTION - QQ

SECTION - RR

SECTION - SS

SECTION - TT

SECTION - UU

SECTION - VV

SECTION - WW

SECTION - XX

SECTION - YY

SECTION - ZZ

SECTION - AA

SECTION - BB

SECTION - CC

SECTION - DD

SECTION - EE

SECTION - FF

SECTION - GG

SECTION - HH

SECTION - II

SECTION - JJ

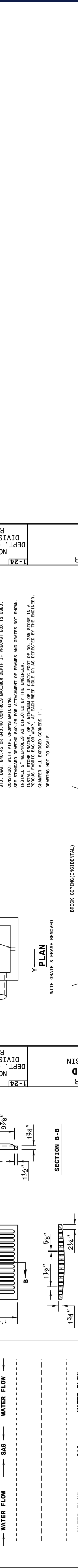
SECTION - KK

SECTION - LL

SECTION - MM

SECTION - NN

SECTION - OO



<p>RAISED FLOW ARROW 2 3/8" HIGH</p>	<p>TYPE - E</p> <p>RAISED FLOW ARROW 2 3/8" HIGH</p>	<p>SECTION A-A</p> <p>TYPE "F" TYPE "E" TYPE "B"</p>
--	--	--

Technical drawing of a depression. The drawing shows a cross-section of a depression with a flat bottom and sloping sides. The width of the depression is labeled as 3'-6". The depth of the depression is labeled as 1'-2". The drawing is labeled with 'DEPRESSION' and 'GENERAL NOTES:'. The drawing is oriented vertically with the depression opening at the top.

DEPRESSION

GENERAL NOTES:

3'-6"

1'-2"

SECTION C-C

STATE 6 NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH,

USE CLASS "B" CONCRETE THROUGHOUT.

#1 BARS: 12" ON CENTER, 2" MINIMUM, 45° MINIMUM.

#4 BARS: 12" ON CENTER, 2" MINIMUM, 45° MINIMUM.

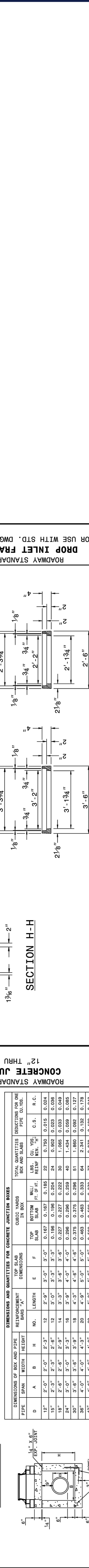
#4 BARS: 12" ON CENTER, 2" MINIMUM, 45° MINIMUM.

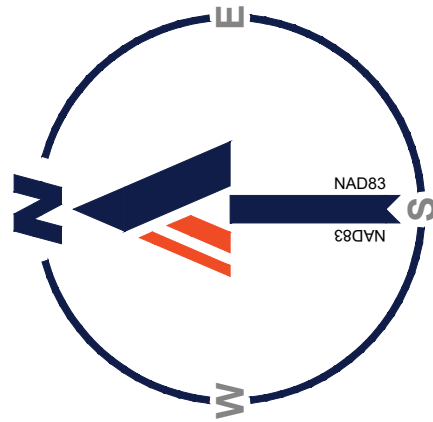
USE FORMS TO CONSTRUCT THE BOTTOM SLAB.

IF REINFORCED CONCRETE PIPE IS SET IN BASE SLAB OF BOX, ADD TO BASE AS SHOWN ON STANDARD NO. 840.00.

PROVIDE ALL JUNCTION BOXES OVER 3'-6" IN DEPTH WITH STEPS 12" ON CENTERS IN ACCORDANCE WITH STD. NO. 840.0B.

ADJUST THE STEEL, CONCRETE AND BRICK MASONRY QUANTITIES

[illegible][illegible]



N/F
ARMY INVESTMENT
PROPERTIES LLC
PIN: 260413-03-4918
DB 30723, PG 394
ZONING: R-8
LAND USE: MEDICAL

N/F
ARMY INVESTMENT
PROPERTIES LLC
PIN: 260413-03-4918
DB 30723, PG 394
ZONING: R-8
LAND USE: MEDICAL

N/F
JOSE B VALDEZ
PIN: 169416-03-9718
DB 6162, PG 221
ZONING: R-8
LAND USE: RESIDENTIAL

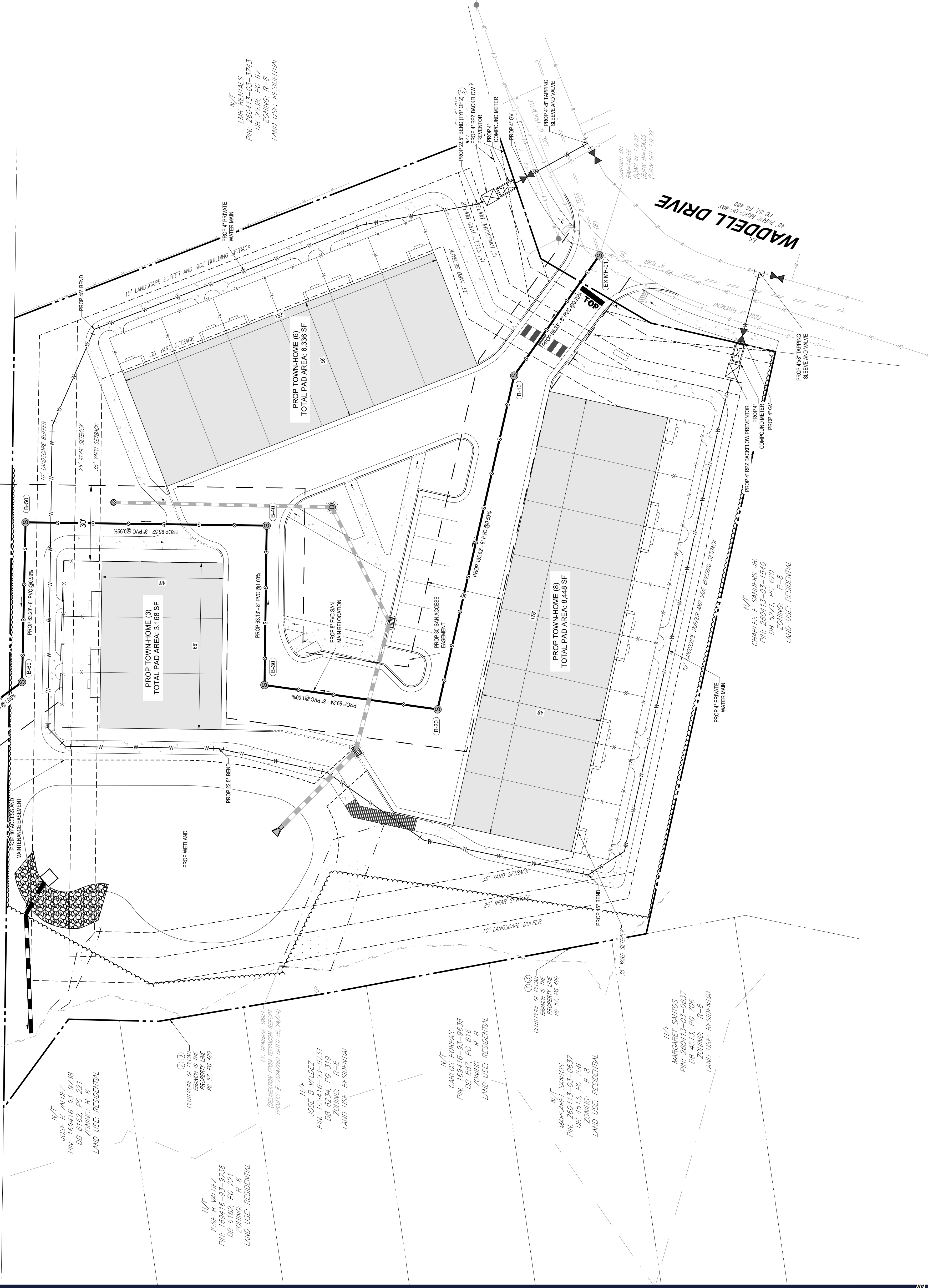
N/F
JOSE B VALDEZ
PIN: 169416-03-9718
DB 6162, PG 221
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
JOSE B VALDEZ
PIN: 169416-03-9731
DB 6204, PG 319
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
CARLOS FORRAS
PIN: 260413-03-0636
DB 887, PG 616
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
MARGARET SANTOS
PIN: 260413-03-0637
DB 4513, PG 706
ZONING: R-8
LAND USE: RESIDENTIAL

N/F
MARGARET SANTOS
PIN: 260413-03-0637
DB 4513, PG 706
ZONING: R-8
LAND USE: RESIDENTIAL



SANITARY STRUCTURE SCHEDULE

STRUCTURE #	CATEGORY	RIM	INV IN	INV IN	INV OUT	INV OUT
B-10	PROP CLEANOUT	139.15	INV IN = 132.21' (6')	INV IN = 132.21' (6')	INV OUT = 132.01' (6')	
B-20	PROP CLEANOUT	135.26	INV IN = 131.33' (6')	INV IN = 131.33' (6')	INV OUT = 131.23' (6')	
B-30	PROP CLEANOUT	134.43	INV IN = 130.54' (6')	INV IN = 130.54' (6')	INV OUT = 130.34' (6')	
B-40	PROP CLEANOUT	136.26	INV IN = 129.71' (6')	INV IN = 129.71' (6')	INV OUT = 129.51' (6')	
B-50	PROP CLEANOUT	136.42	INV IN = 128.56' (6')	INV IN = 128.56' (6')	INV OUT = 128.36' (6')	
B-60	PROP MANHOLE	134.21	INV IN = 127.73' (6')	INV IN = 127.73' (6')	INV OUT = 127.53' (6')	
EX MH-01	EX MANHOLE	140.73			INV OUT = 132.62' (6')	
EX MH-02	EX MANHOLE	131.49			INV IN = 127.17' (6')	

SANITARY PIPE SCHEDULE

FROM	TO	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
B-10	EX MH-01	132.62'	59'	8"	PVC Pipe
B-20	B-10	132.01'	136'	8"	PVC Pipe
B-30	B-20	131.22'	89'	8"	PVC Pipe
B-40	B-30	130.34'	63'	8"	PVC Pipe
B-50	B-40	128.56'	96'	8"	PVC Pipe
B-60	B-50	127.73'	63'	8"	PVC Pipe
EX MH-02	B-60	127.53'	36'	8"	PVC Pipe



It's fast. It's free. It's the law.
ALWAYS CALL 811
Know what's below.
Call before you dig.

ISSUED FOR MUNICIPAL & APPROVAL AGENCY REVIEW & APPROVAL

THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF BOHLER ENGINEERING, INC. AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC. IS STRICTLY PROHIBITED.

PROJECT No.: NCBS240021-3A
DRAWN BY: DB/AMW
CHECKED BY: DO
DATE: 02/06/2025
CAD ID: P-3014-UTIL

PROP. SITE PLAN DOCUMENTS

FOR

HERITAGE TOWNES AT WADDELL

19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING, INC. PLLC
MODELS 5-1152

4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 678-9000

NC@BohlerEng.com



SHEET TITLE:

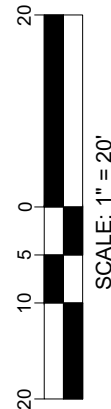
UTILITY PLAN

SHEET NUMBER:

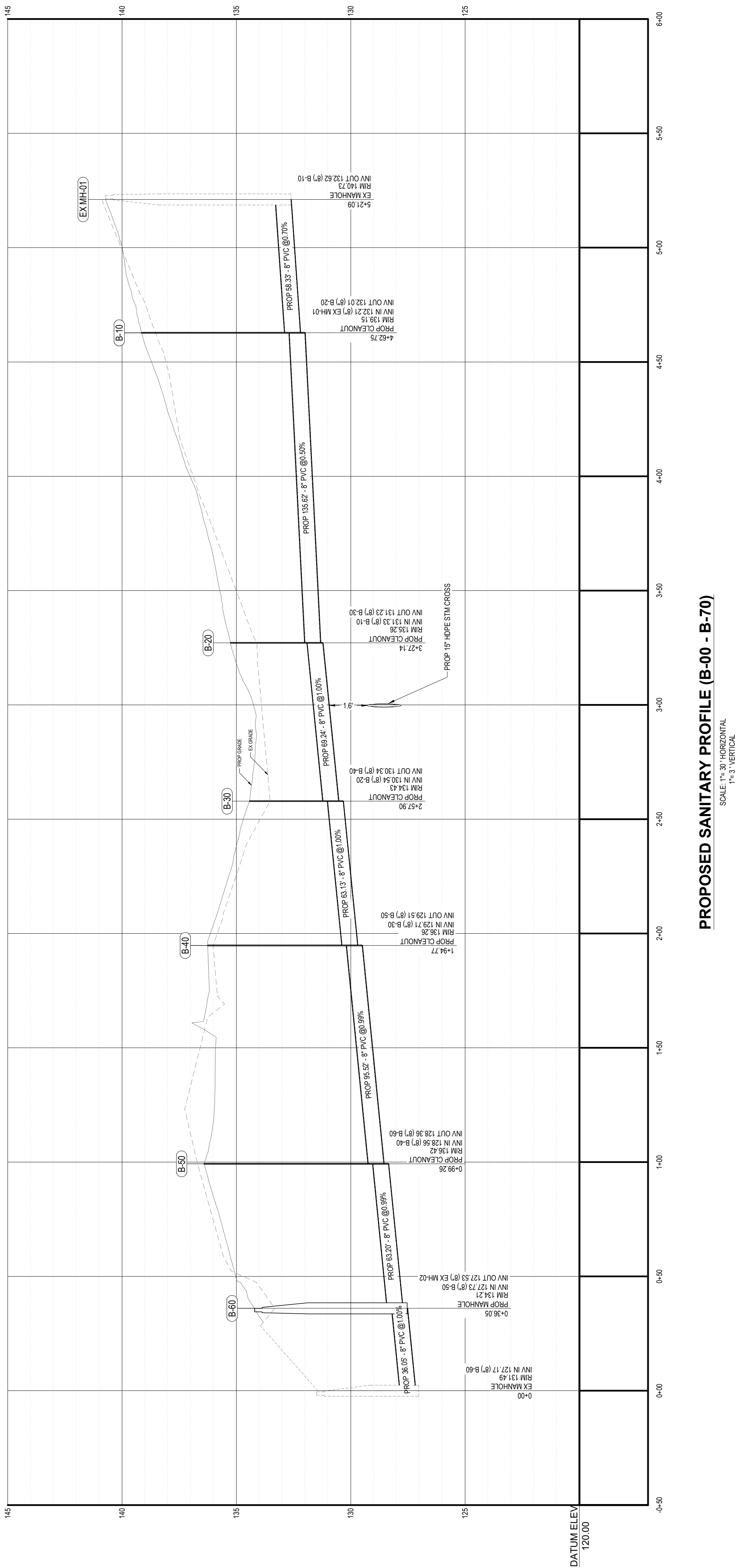
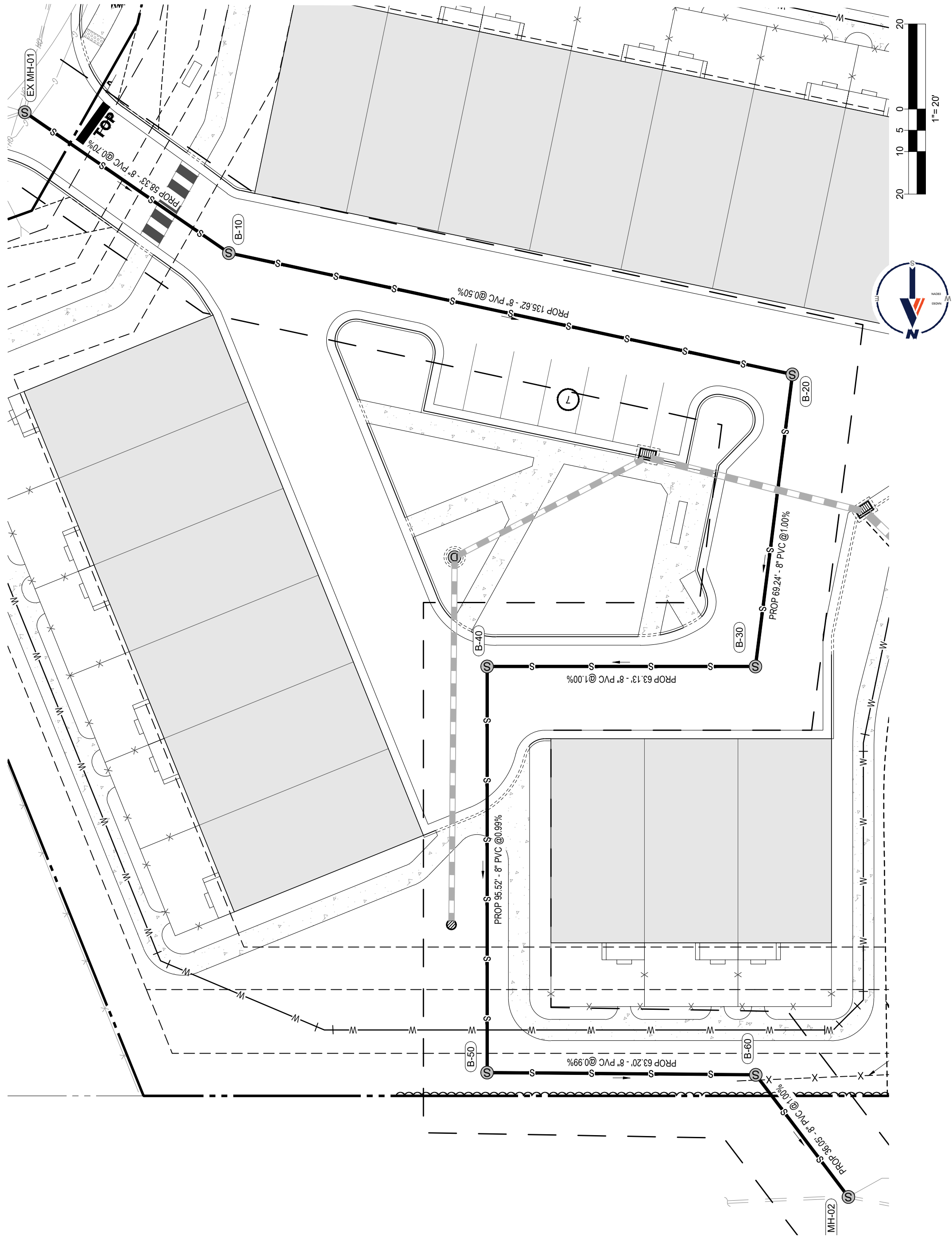
C-501

ORG. DATE - 02/06/25

THIS PLAN TO BE UTILIZED FOR
UTILITIES PURPOSES ONLY



SCALE: 1" = 20'



PROPOSED SANITARY PROFILE (B-00 - B-70)

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL

ORG. DATE - 02/06/25

SHEET NUMBER:

C-502

SANITARY PROFILE

SHEET TITLE:

02/06/2025



NC@BohlerEng.com

Phone: (919) 578-9000

4130 PARKLAKE AVENUE, SUITE 200



BOHLER ENGINEERING NC, PLLC

BOHLER

HERITAGE TOWNES AT WADDELL

19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

**SHOVEL READY
JOHNSTON, INC.**

FOR

SITE PLAN DOCUMENTS

PROJECT:

PROJECT No.: NCB240021-0A
DRAWN BY: DB/AW/SH
CHECKED BY: DD
DATE: 02/06/2025
CAD I.D.: P-CIVL-UTIL

**ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL**

It's fast. It's free. It's the law.

ALWAYS CALL 811

**Know what's below.
Call before you dig.**

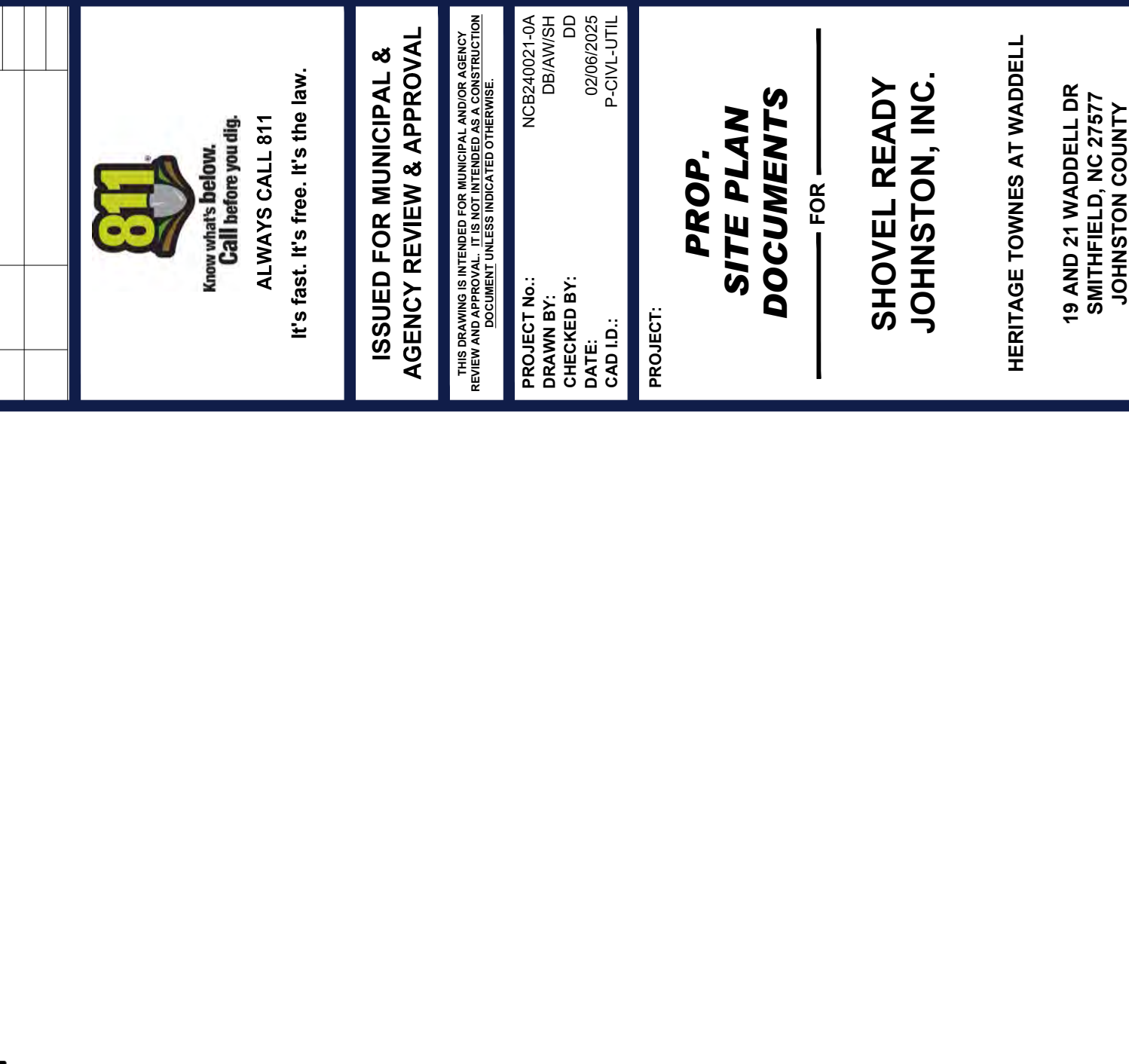
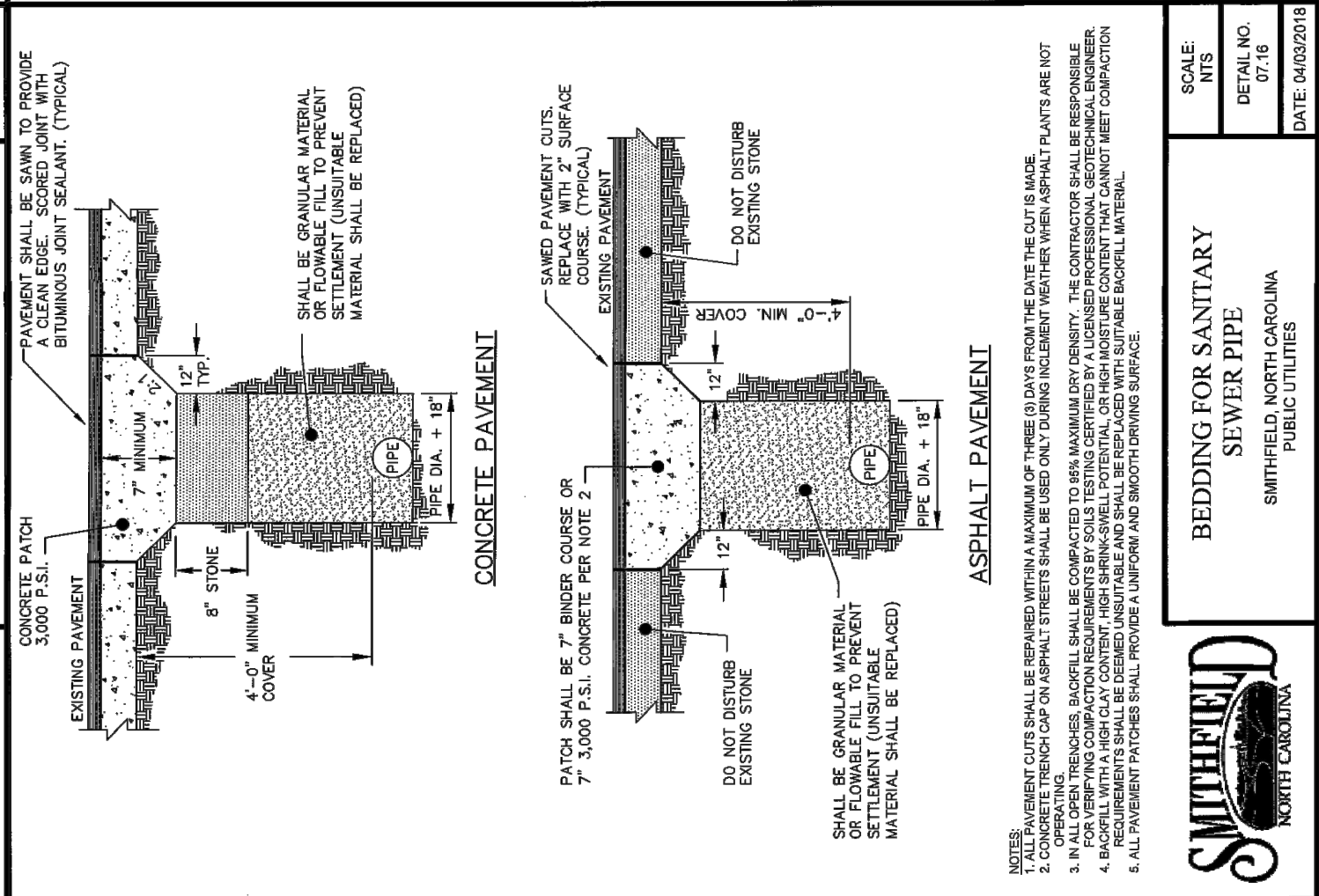
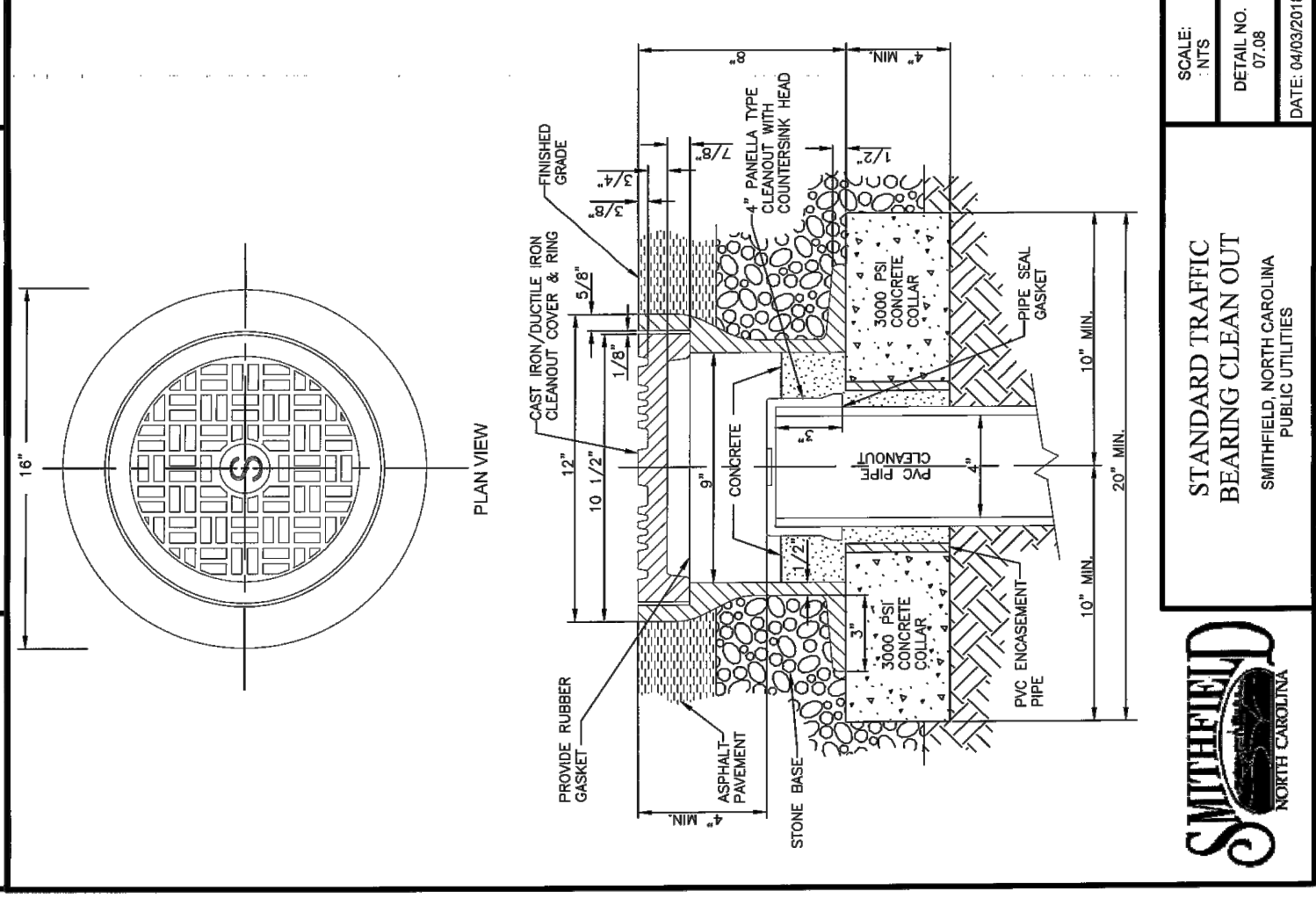
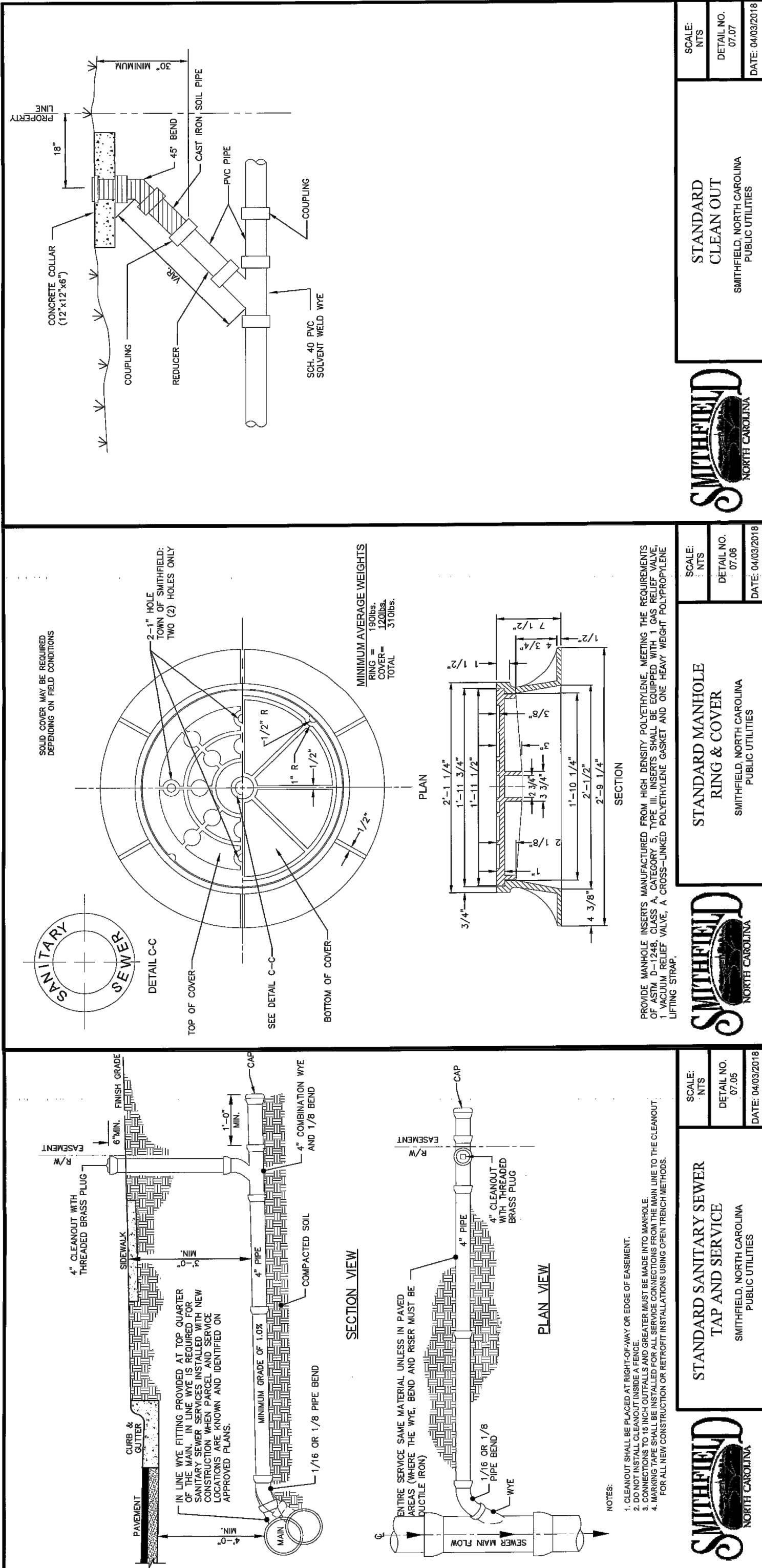
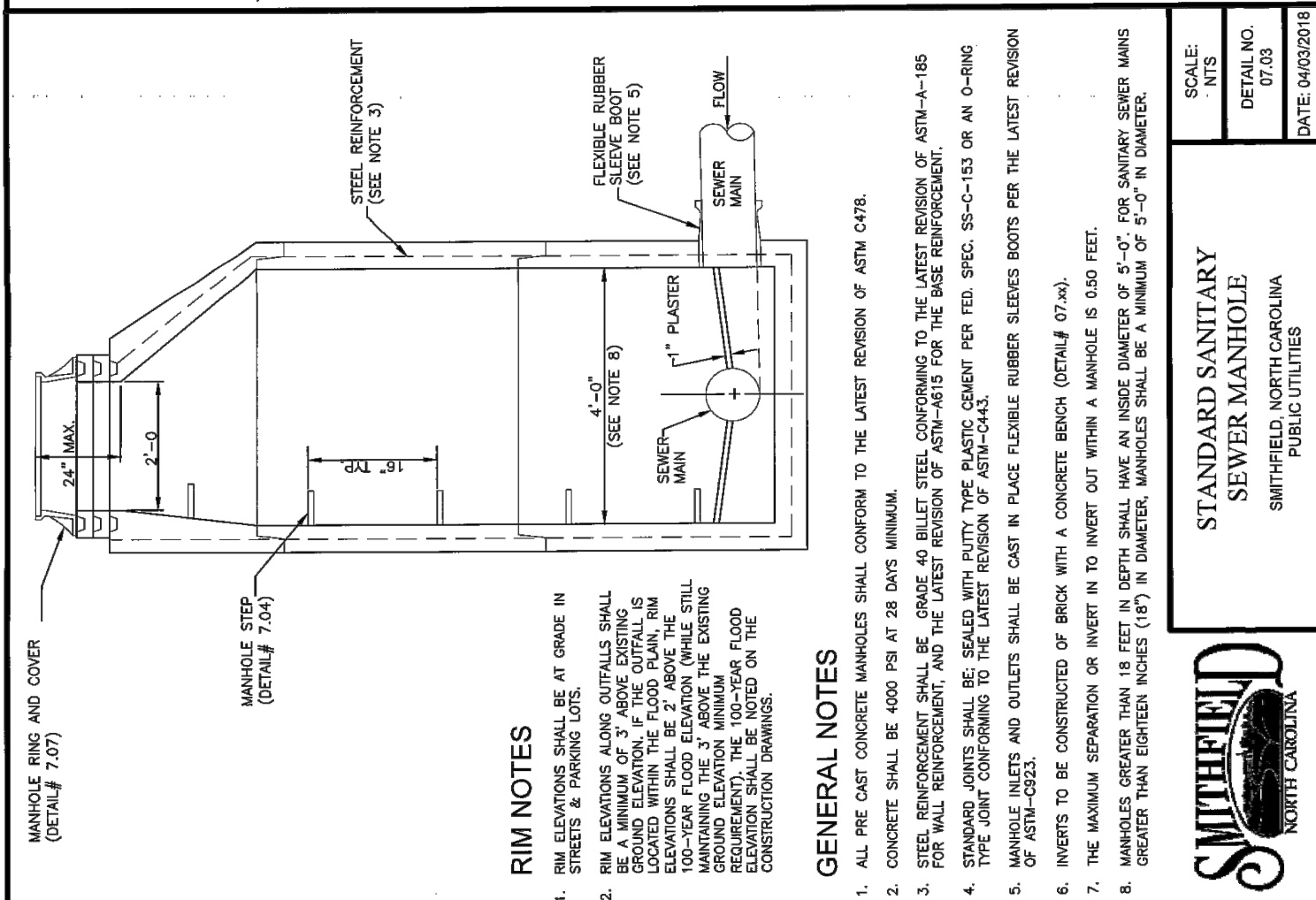
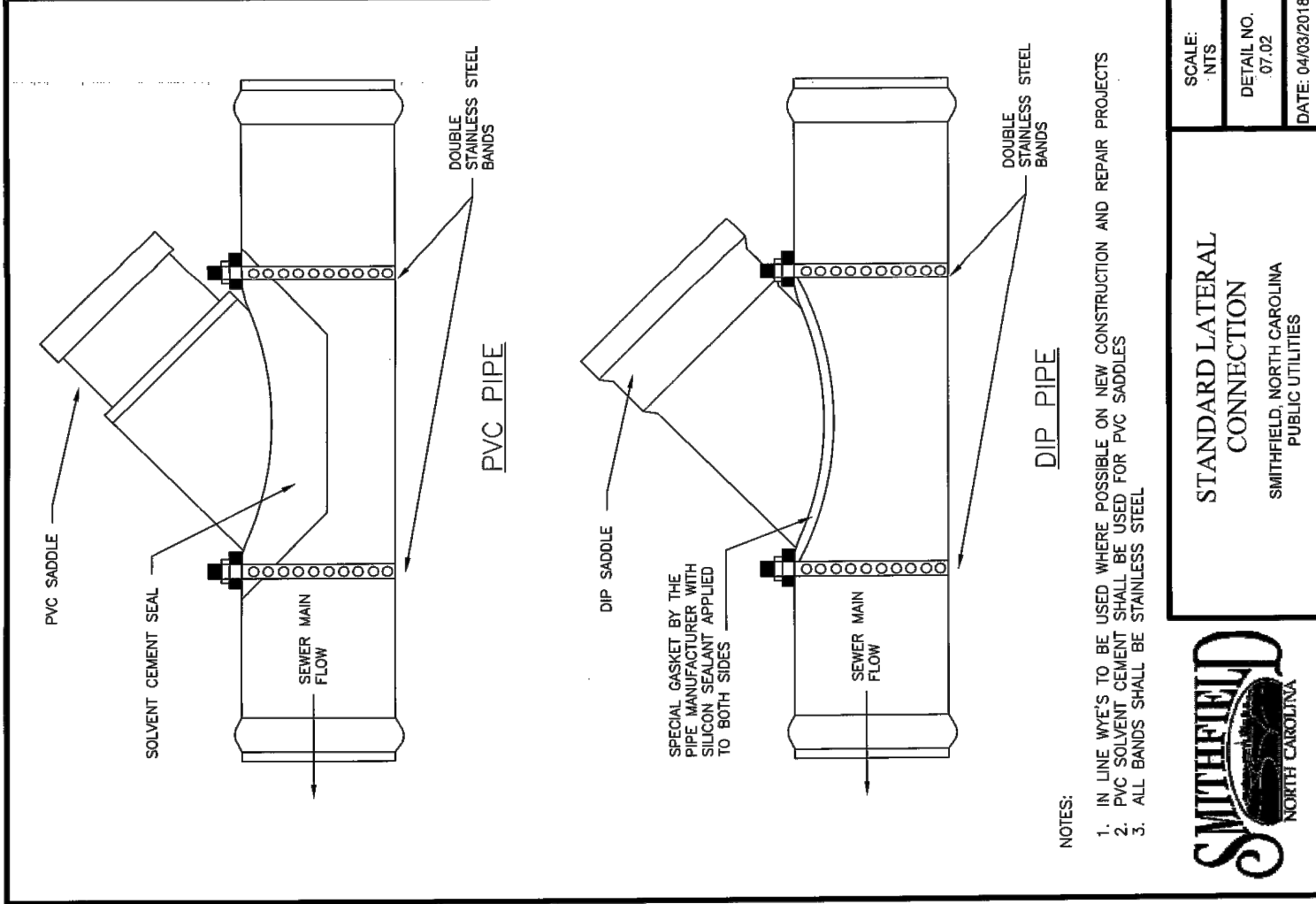
[illegible]

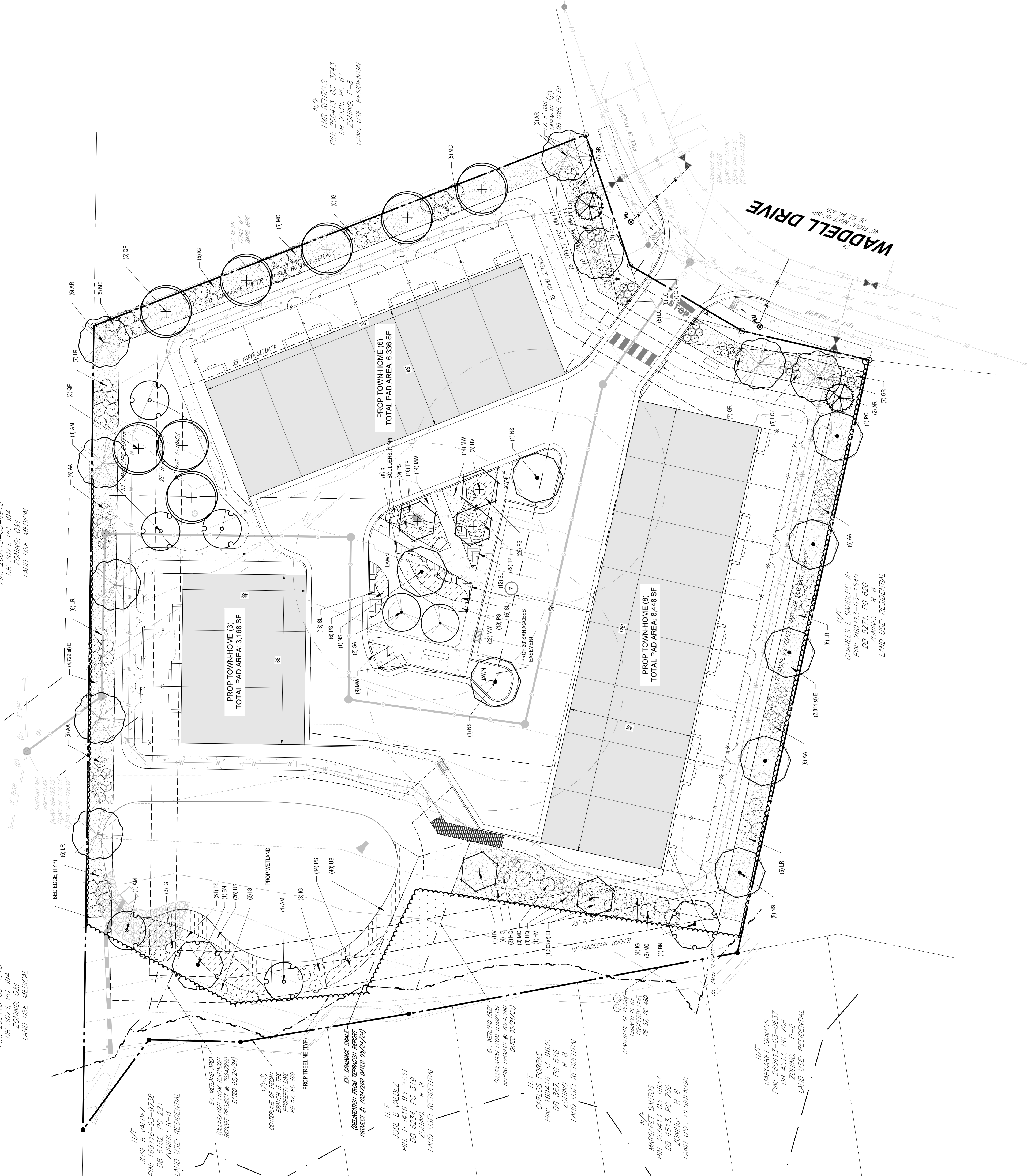
REVISIONS

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING

LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES






AUTHORIZATION FROM BOHLER, ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES
© BOHLER





LANDSCAPE COMPLIANCE CHART

SECTION	REQUIREMENT	PROVIDED
10.13.1.8.2 STREET YARDS	<p>MINIMUM DEPTH OF 15' WHEN ADJACENT TO MAJOR OR MINOR ARTERIAL STREETS, CONTAINING 2 CANOPY TREES, ONE 15' X 10' = 1.55</p> <p>WADDELL DR.: 185 LF</p> <p>2 EVERGREEN TREES REQUIRED</p> <p>1 CANOPY TREES REQUIRED</p> <p>1.55 X 30 = 46.5</p> <p>47 SHRUBS REQUIRED</p>	<p>4 CANOPY TREES, 2 EVERGREEN TREES, AND 48 SHRUBS PROVIDED</p>
10.13.2 FOUNDATION PLANTINGS	<p>A MINIMUM OF 12% AREA OF BUILDING WALL FACE ADJACENT TO PARKING AREA OR INTERNAL DRIVE ISLE SHALL BE LANDSCAPED WITH A VARIETY OF PLANT MATERIALS.</p>	<p>EXEMPTION FROM 10.13.2.2.2</p>
10.14 BUFFERYARD REQUIREMENTS	<p>TYPE A BUFFERYARD: 2 CANOPY TREES AND 12 SHRUBS PER 1,000 SF OF BUFFERYARD ALONG LOT LINE.</p> <p>NORTH BUFFER: 313 LF</p> <p>313 X 2 = 626</p> <p>1 CANOPY TREES REQUIRED</p> <p>12 SHRUBS REQUIRED</p> <p>38 SHRUBS REQUIRED</p> <p>EAST BUFFER: 205 LF</p> <p>205 X 2 = 410</p> <p>5 CANOPY TREES REQUIRED</p> <p>205 X 12 = 2460</p> <p>25 SHRUBS REQUIRED</p> <p>SOUTH BUFFER: 238 LF</p> <p>238 X 2 = 476</p> <p>5 CANOPY TREES REQUIRED</p> <p>238 X 12 = 2856</p> <p>29 SHRUBS REQUIRED</p> <p>WEST BUFFER: 275 LF</p> <p>275 X 2 = 550</p> <p>6 CANOPY TREES REQUIRED</p> <p>275 X 12 = 3300</p> <p>33 SHRUBS REQUIRED</p>	<p>NORTH BUFFER: 5 CANOPY TREES AND 31 SHRUBS PROVIDED WITH SUPPLEMENTAL EXISTING VEGETATION</p> <p>EAST BUFFER: 5 CANOPY TREES AND 25 SHRUBS PROVIDED</p> <p>SOUTH BUFFER: 4 CANOPY TREES AND 38 SHRUBS PROVIDED WITH SUPPLEMENTAL EXISTING VEGETATION</p> <p>WEST BUFFER: ALL VEGETATION PROVIDED WITH SUPPLEMENTAL EXISTING VEGETATION</p>

PLANT SCHEDULE							
	CODE	QTY	BOTANICAL NAME	CANOPY TREES	COMMON NAME	SIZE	CONTAINER
	AS	9	ACER RUBRUM				
	BN	2	BETULA NERA, HERITAGE		RED MAPLE	7' CAL	36B
	HS	8	NYSSA SILVATICA		HERITAGE PINKY BIRCH	7' CAL	36B
	GP	8	QUERCUS PHELLOS		SOUR GUM	7' CAL	36B
	PC	2	PRUNUS CERAMON		WILLOW OAK	7' CAL	36B
	UNDERSTORY TREES						
	AM	5	AMELANCHIER CANADENSIS		CANADIAN SPICE BERRY MULTIBLANK	7' CAL	36B
	HY	5	HAMAMELIS VIRGINICA		COMMON WITCHAZEL	7' CAL	36B
	SA	2	STRALA AERUCANS		AMERICAN SNOWBELL	7' CAL	36B
	HQ	6	HYDRANGEA DORICIFOLIA				
	SHRUBS						
	AA	24	ABELIA GRANDIFOLIA AUREA				
	GR	28	GARDEN LASMIDINES RADICANS		GOLDEN GLASSY AEBIA	3' HT	CONTAINER
	IG	27	ILEX GLABRA		RADICANS GARDENIA	3' HT	CONTAINER
	LA	27	LOEBERHILLIA GIBBERA		ROSEBERRY HOLLY	3' HT	CONTAINER
	LS	27	LOEBERHILLIA GIBBERA		ROSEBERRY HOLLY	3' HT	CONTAINER
	LS	18	LOEBERHILLIA GIBBERA		ROSEBERRY HOLLY	3' HT	CONTAINER
	MC	21	MYRTICA GARDENIA		ROSEBERRY HOLLY	3' HT	CONTAINER
					WAX MYRTLE	3' HT	CONTAINER
	SYMBOL	CODE	QTY	BOTANICAL NAME		COMMON NAME	SIZE
	ORNAMENTAL GRASSES						
	MM	59	MULLENBERGIA CAPILLARS WHITE CLOUD				
	PS	127	PANDANUS MIRATUS SIEMANOVA		WHITE CLOUD HILARY GRASS	3' CAL	CONTAINER
	SL	39	SCHIZOCYLLUM SCOPARIUM		SIEMANOVA SHITON GRASS	3' CAL	CONTAINER
	TP	45	TREINENS FLAVUS		JITTLE BUSH	3' CAL	CONTAINER
	US	75	UNIOILA PANDICULATA		PARROT TOP	3' CAL	CONTAINER
					SEA LOTUS	3' CAL	CONTAINER
	SEED MIXES						
	EI	8,885 SF	ENGS SOUTHEAST ANNUAL 1/8 PERMANENT MIX				SEED
						ENHANCER	

PLANTING NOTES:

- ALL LANDSCAPE AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR Balled & Burlapped as Indicated in the PLANT LIST.
ALL LAWN AREAS SHALL BE SEEDED WITH LOCALLY GROWN FESCUE SEED MAX MEETING THE LATEST NORTH CAROLINA DEPT. OF AGRICULTURE STANDARD FOR SEED AND PLANT CERTIFICATION. CONSULT LOCAL NC SUGAR CANE PLANTATION FOR EXTENSION OFFICE FOR PROPER FERTILIZER AND IRRIGATION WATER QUALITY CONCERNING CAROLINA.
ALL TREES SHALL TRUNK FULL HEAD, AND MEET ALL REQUIREMENTS SPECIFIED.
AFTER INSTALLATION, SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, BEFORE DURING, AND AFTER CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES. DURING THE COURSE OF WORK, LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN OF THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY WORK. THE LOCATION OF UTILITIES INJUDICIOUS TO THE WORK AREA TO PROTECT ALL UTILITIES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APURTANCES, ETC.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY SCHEDULE AND PROTECTION BETWEEN THE CONTRACTOR SHALL COMPLETELY GUARANTEE AND BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR SELECTED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLAZED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE WHILE MEETING THE SAME SPECIFICATIONS.
SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENT FOR PLANT MATERIAL. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH A SUSTAINABLE MANER. TRIPLE SEED HANDSOWN MULCH FROM A LOCAL SOUL SOURCE HARVESTED IN A SUSTAINABLE MANNER.
ALL LANDSCAPING SHALL AVOID CONFLICT WITH UNDERGROUND STORMWATER MANAGEMENT MEASURES. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE "SHADMOCK, IMBERGHEIM, AND DWAN" BURFORD HOLLOW ALTERNATE SPECIFICATIONS BETWEEN DIFFERENT UNITS.

**THIS PLAN TO BE UTILIZED FOR
LANDSCAPE PURPOSES ONLY**



LIGHTING SCHEDULE

LIGHTING NOTES:

1. THE LIGHTING PLAN DEPICTS PROPOSED SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTE TO MANUFACTURERS. ACTUAL SUSTAINED SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN LIGHT SOURCE OUTPUT, VOLTAGE FLUCTUATION, VOLTAGE IN LAMPS, THE SERVICE LIFE OF LED LUMINAIRES AND OTHER RELATED VARIABLE FIELD CONDITIONS.
2. THE LIGHT LOSS FACTORS USED IN THESE LIGHTING CALCULATIONS ARE 0.04 FOR ALL LED LUMINAIRES, 0.80 FOR ALL OTHER LUMINAIRES AND 0.90 FOR ALL OTHER LIGHTING FIXTURES. THESE FACTORS ARE INDICATIVE OF TYPICAL LIGHTING INDUSTRY MODELING STANDARDS.
3. THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THE PLAN ARE ALL ANALYZED ON A HORIZONTAL GROUNDING PLANE AT ELEVATION ZERO (GROUND LEVEL) UNLESS OTHERWISE NOTED. THE VALUES DEPICTED ON THE PLAN ARE IN FOOT-CANDLES.
4. THE LUMINAIRES, LAMPS AND LENSES MUST BE REGULARLY INSPECTED/MAINTAINED TO ENSURE THAT THEY FUNCTION PROPERLY. THIS WORK SHOULD INCLUDE, BUT NOT BE LIMITED TO, FREQUENT VISUAL INSPECTIONS, CLEANING OF LENSES, AND REPLACING IF NECESSARY AT LEAST EVERY SIX (6) MONTHS. FAILURE TO FOLLOW THE ABOVE STEPS COULD CAUSE THE LUMINAIRES, LAMPS AND LENSES TO FAIL OR PROPERLY FUNCTION.
5. WHERE APPLICABLE, THE EXISTING CONDITION LIGHT LEVELS ILLUSTRATED ARE REPRESENTATIVE OF AN APPROXIMATION UTILIZING LABORATORY DATA FOR SIMILAR FIXTURES. UNLESS ACTUAL FIELD MEASUREMENTS ARE TAKEN WITH A LIGHT METER AND TOLERANCES, WEATHER CONDITIONS, ETC. ACTUAL LIGHT LEVELS MAY DIFFER. EXISTING LIGHT LEVELS DEPICTED ON THE PLAN SHOULD BE CONSIDERED APPROXIMATE.
6. THE LIGHTING PLAN IS INTENDED TO SHOW THE LOCATIONS AND TYPE OF LUMINAIRES ONLY. POWER SYSTEM, CONDUITS, WIRING, VOLTAGES AND OTHER ELECTRICAL COMPONENTS ARE THE RESPONSIBILITY OF THE ARCHITECT, MEP AND/OR LIGHTING CONTRACTOR, AS INDICATED IN THE CONSTRUCTION CONTRACT DOCUMENTS. THESE ITEMS MUST BE INSTALLED AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES AND ALL OTHER APPLICABLE RULES, REGULATIONS, LAWS AND STATUTES.
7. CONTRACTOR MUST BRING TO DESIGNER'S ATTENTION, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ANY LIGHT LOCATIONS THAT CONFLICT WITH DRAINAGE, UTILITIES, OR OTHER STRUCTURES.
8. IT IS LIGHTING CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROJECT ARCHITECT OR OWNER REGARDING THE POWER SOURCES(FROM WITHIN THE BUILDING, AND TAPPING DEVICES NECESSARY TO MEET THE DESIGN INTENT.
9. THE LIGHTING CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CONTRACTOR REQUIREMENTS INDICATED IN THE SITE PLAN, INCLUDING BUT NOT LIMITED TO GENERAL NOTES, GRADING AND UTILITY NOTES, SITE SAFETY, AND ALL GOVERNMENTAL RULES, LAWS, ORDINANCES, REGULATIONS AND THE INSTALL.
10. THE CONTRACTOR MUST VERIFY THAT INSTALLATION OF LIGHTING FIXTURES COMPLIES WITH THE REQUIREMENTS FOR SEPARATION FROM OVERHEAD ELECTRICAL WIRES AS INDICATED IN THE HIGH VOLTAGE PROXIMITY REGULATIONS N.J.A.C. 12-186.
11. UPON OWNER'S ACCEPTANCE OF THE COMPLETED PROJECT, THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, REPAIRS, REPLACEMENT, REPAIRS AND INSPECTION OF THE LIGHTING SYSTEM AND ALL OF ITS COMPONENTS AND RELATED SYSTEMS, TO ENSURE ADEQUATE LIGHTING LEVELS ARE PRESENT AND FUNCTIONING AT ALL TIMES.

REVISIONS



Call before you dig.

**ISSUED FOR MUNICIPAL &
AGENCY REVIEW & APPROVAL**

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: NCB240021-0A
DRAWN BY: DB/AW/SH
CHECKED BY: DD
DATE: 02/06/2025
CAD I.D.: P-CIVL-LIGHT

PROJECT:

PROP.
SITE PLAN
DOCUMENTS

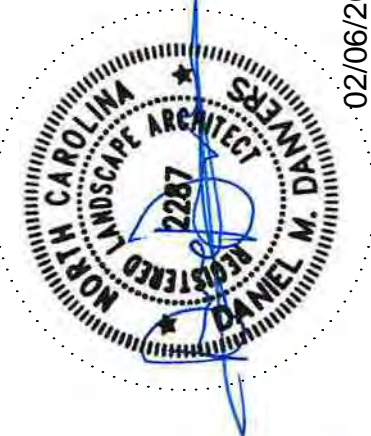
**SHOVEL READY
JOHNSTON, INC.**

HERITAGE TOWNES AT WADDELL

19 AND 21 WADDELL DR
SMITHFIELD, NC 27577
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

**14130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NC 27612
Phone: (919) 578-9000
*NC@BohlerEng.com***



SHEET TITLE:

02/06/2025

LIGHTING PLAN

SHEET NUMBER:

L-201

ORG. DATE - 02/06/25

B30 LED

HIGH PERFORMANCE BOLLARD

Type:

Job:

Catalog number:

B30 / 103k / BLS

Electrical module

Top Cap and Shaft finish

Options

Finish:

See page 2

See page 3

Approvals:

Specifications

B30 LED

Maximum weight: 30 lb.

Top Cap: One-piece heavy gauge spun aluminum retained by two countersunk captive socket head fasteners, braced at outer edges by two stainless steel support ribs. **Finish:** Anodized Type II clear. **Plastic Endure:** High grade, high temperature acrylic, optically clear, 1/2 nominal wall, one-piece injection molded retained in an unstressed position by internal support through reflector assembly. **Optical Assembly:** Precision hydroformed optical louvers with specular Al₂O₃ finish, removable as a one-piece self-contained unit. **Support:** One-piece stainless steel cast and machined aluminum base-block anchor base concealed within pedestal to base with 2/318 stainless steel cone point set screws. **Gasketing:** Fixture is silicone gasketed for weathertight operation.

Electronic Module: All electrical components are either UL or ETL recognized, mounted on a single plate and factory prewired for 120VAC, 60Hz, 10A. The module is designed for use with a 0-10V dimming interface for multi-level illumination options.

Optical Module: Each LED equipped with a directional optic; for use with 0-10V dimming interface. **LED Board:** Each LED board to be mounted to an anodized interlocking heat sink extrusion, 20-LED total. Available in 5600m Arber, 3000K, 4000K.

Anchor Bolts: Four 3/8" x 10" x 2" zinc electroplated L-hook anchor bolts, each with two nuts and washers and a rigid preshield template.

Finish: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, inglycidyl isocyanurate (TGIC) polyester powdercoat finish. **Compliance:** UL 8750 Standard for LED Luminaires, UL 1598 Standard for LED Luminaires, UL 1599 Standard for Light Emitting Diode (LED) Equipment for use in Lighting Products and CSA C22.2/250.0 Luminaires, RoHS compliant. Meets Bay American provisions within ARXA.

CAUTION: Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

currentlighting.com/kimlighting

KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE

© 2024 Current Lighting Solutions, LLC. All rights reserved. Information and specifications subject to change without notice. All materials are designed to meet or exceed industry standards.

Page 1 of 4
Rev. 02/2024
KLS-BOLLARD_SPEC_2022

SLIM3TYW

Technical Specifications (continued)

Other

HID Replacement Range:
Replaces 200W Metal Halide,
Optical
Replaces 200W Metal Halide,
BUG Rating:
B1 U1 G1

Recovery Act (ARRA) Compliant:
This product complies with the §2,225-21 "Required
to be made in the United States"
Provisions of the American Recovery and Reinvestment
Act of 2009.
GSA Schedule:
Suitable in accordance with FAR Subpart 25.4.

Dimensions

Features

- Covers footprint of most traditional walkways
- Easy installation with hinged access, bubble level and multiple conduit
- Tight-lock gasket keeps elements out
- 100,000-hour LED lifespan
- 5-Year warranty

Family	Color/F	Waits	Color Temp	Finish	Protocol	Bi-Level
SLIM	Blank = Standard C = Custom (FC - 1-800-450-0000)	62 = 62W 57 = 57W (FC - 1-800-450-0000)	Blank = 5000K (Cool) N = 3000K (Warm) N = 4000K (Neutral)	Blank = Bronze (W = White)	Blank = No Photocell Blank = 120V Button PCB = 120V Ballast PCB = 120V Swivel PCB = 277V Swivel	Blank = No Bi-Level BL = Bi-Level (57W & 62W)

Ordering Matrix

Need help? Tech help line: (888) RAB-1009 Email: sales@rabweb.com Website: www.rabweb.com
Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

KIMLIGHTING®

B30 LED

HIGH PERFORMANCE BOLLARD

Type:

Job:

Standard Features

Fixture

Cat. No. **B30** High Performance Bollard, 8" Round

Electrical Module

LED = Light Emitting Diode

Cat. Nos. for LED Electrical Modules available:

	XL	XK	UV
Source:	10 LED (IES Type III)	3000K (IES Type III)	UV Universal Voltage 120V-277V
	10 LED (IES Type III)	3000K (IES Type III)	
	15 LED (IES Type III)	3000K (IES Type III)	
	20 LED (IES Type V)	3000K (IES Type III)	

Luminaire Finish

TGC powder coat paint on fixture and shaft.

Cat. No.: Color

Cat. No.: Color

IBLS Black Gloss Smooth
IBLT Black Matte Textured
DBS Dark Bronze Gloss Smooth
DBT Dark Bronze Matte Textured
GBT Graphite Gloss Smooth
IGS Light Grey Gloss Smooth

LGT Light Grey Matte Textured
PSS Platinum Silver Gloss Smooth
VGS Verde Green Matte Textured
WHS White Gloss Smooth
WHT White Matte Textured
ICC* Custom Color

* Custom colors subject to additional charges, minimum quantities and extended lead times.
 † Custom representative. Custom color description:

0-10V Dimming Interface

Driver has a 0-10V dimming interface with a dimming range of 10-100%. Is compatible with most control systems.

Current®

currentlighting.com/kimlighting

© 2014 Current Lighting Inc. All rights reserved. LED lighting is a registered trademark of Current Lighting Inc. in the U.S. and other countries. All other trademarks are the property of their respective owners. All other trademarks are the property of their respective owners.

Page 2 of 4
 KLB0048-01-001-002

SLIM31YW

Color: White Weight: 7.5 lbs

Technical Specifications

Listings

UL Listing:

Suitable for wet locations. Wall Mount only

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an IESNA LM-79 and LM-80 approved laboratory in accordance with IESNA LM-79 and LM-80 and have received the Department of Energy "Lighting Facts" label.

Construction

Footprint:

Designed to replace RAB RD WPT wallpacks, both in size and footprint. Upgrading to LED is easy and seamless.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Cold Weather Rating:

Minimum starting temperature is -40° F (-40° C)

Maximum Ambient Temperature:

Suitable for use in 104° F (40° C) ambient temperatures

Housing:

Precision die-cast aluminum housing and door frame.

Mounting:

Die-cast back box with four (4) conduit entry points for easy mounting. Hinged housing and bubble level for easy installation.

Cutoff:

Cutoff (7.5°)

Weight: 7.5 lbs

Recommended Mounting Height:

Up to 20 ft.

Lens:

Microprismatic diffusion glass lens reduces glare and has smooth and even light distribution.

Reflector:

Specular thermoplastic.

Gaskets:

The unique design of the light-lock gasket ensures no light leakage.

Finish:

Formulated for high-durability and long lasting color. The SLIM LED's bonded and ready for uniform light output and color.

Green Technology:

Mercury and UV free. RoHS compliant components. RoHS compliant construction. No hazardous materials without the use of VOC or other hazardous materials.

LED Characteristics:

Long-life, high-efficiency, micro-power, surface mount LEDs, bonded and ready for uniform light output and color.

Lifespan:

Rated life of LED means based on IES LM-80 results and TM-21 calculations.

Correlated Color Temp. (Nominal CCT):

3000K

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Consistency:

7-step Macadam Ellipse binning to achieve consistent color within color.

Electrical:

Constant Current

Watts: 37W

Type: 0-10V

Power: 200W

Efficiency: 100 Lm/W

Color Accuracy: 71 CRI

L70 L80: 100000

Lumens: 2777 lm

Beam Angle: 30°

Efficacy: N/A

Power Factor:

[illegible]

PROJECT NO.: NCB20000217	CAD ID: P-CIVL-LIGHT
CHECKED BY: D. WATSON	
DATE: 09/09/2025	
PROJECT: _____ FOR _____	
PROP. SITE PLAN DOCUMENTS	
SHOVEL READY JOHNSTON, INC.	
HERITAGE TOWNES AT WADDELL	
18 AND 24 WADDELL DR SAINTFIELD NC 27177 JOHNSTON COUNTY	
BOHLER BOHLER ENGINEERING INC. LLC 4130 PARK LAKE AVENUE SUITE 200 RALEIGH, NC 27612 Phone: (919) 578-9900 NC@BohlerEng.com	
	
SHEET TITLE: _____	
LIGHTING DETAILS	
02/06/2025	
SHEET NUMBER: _____	
L-202	
ORG. DATE - 02/06/25	

Heritage Townes SUP

File Number:
SUP-24-02

Project Name:
Heritage Townes
at Waddell SUP

Location:
19 and 21
Waddell Dr

Tax ID#:
15005023
15005022
15005022A

Existing Zoning:
R-8

Owner:
Heritage Townes at
Waddell, Inc

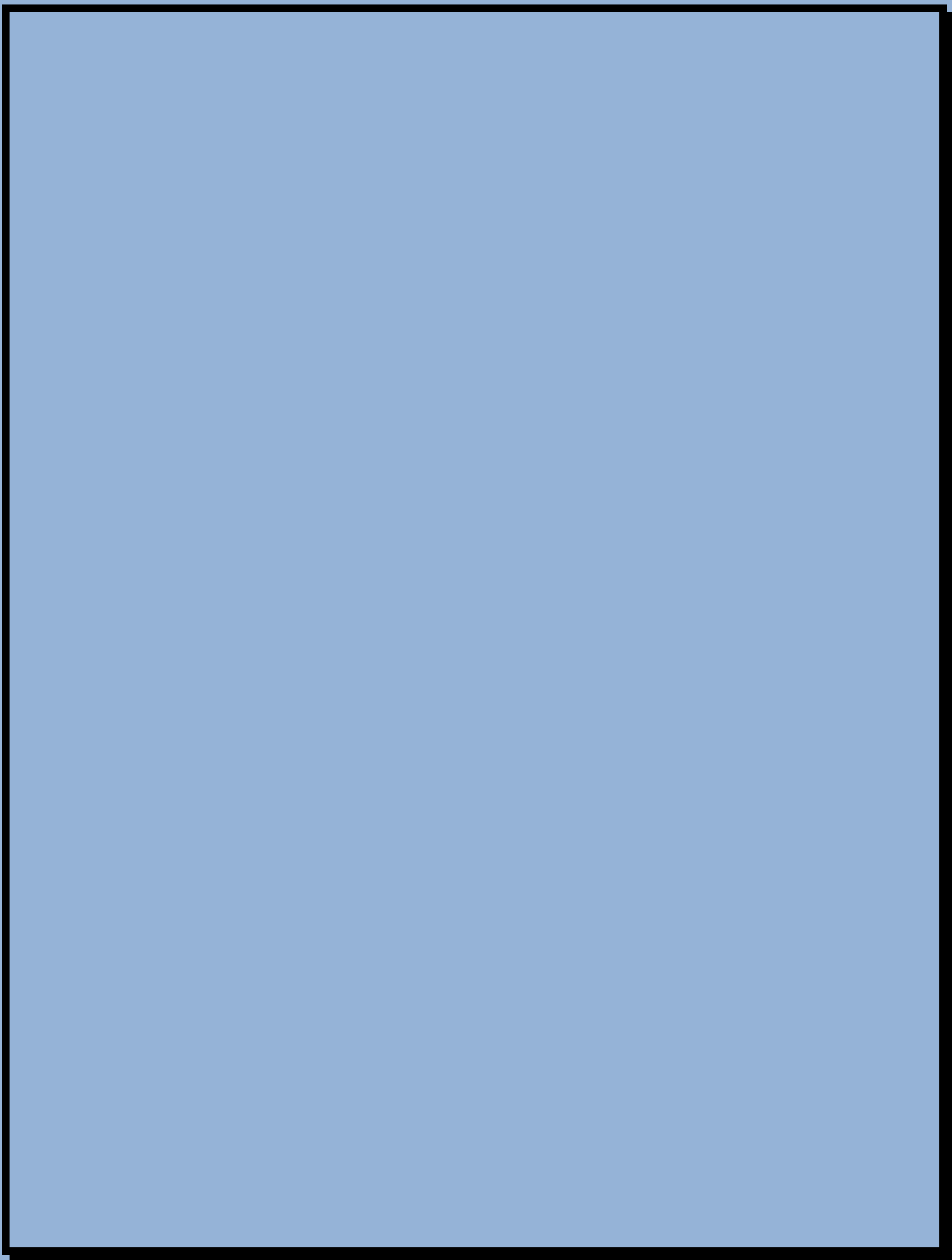
Applicant:
Samuel O'Brien
(Shovel Ready
Johnson, Inc)



1 in = 62 ft
Map created by Chloe Allen
Planner I on 7/23/24



Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, March 18, 2025 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Roger Wood, Mayor Pro-Tem
Marlon Lee, District 1
Sloan Stevens, District 2
John Dunn, At-Large
Stephen Rabil, At-Large
Dr. David Barbour, District 4

Councilmen Absent

Travis Scott, District 3

Administrative Staff Present

Michael Scott, Town Manager
Elaine Andrews, Town Clerk
Ted Credle, Public Utilities Director
Jeremey Daughtry, Fire Chief
Lawrence Davis, Public Works Director
Andrew Harris, Finance Director
Pete Hedrick, Chief of Police
Gary Johnson, Parks & Rec Director
Shannan Parrish, HR Director
Micah Woodard, Planner

Also Present

Robert Spence, Jr., Town Attorney

Administrative Staff Absent

Stephen Wensman, Planning Director

CALL TO ORDER

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

INVOCATION

The invocation was given by Councilman David Barbour followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

Add to the Consent Agenda:

•Add closed Session: Pursuant to NCGS 143-318.11 (a)(5)

Presentations: None

Public Hearings:

- 1. Preliminary Plat – Buffalo Ridge (S-25-01):** Smithfield Land Group, LLC is requesting preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots

Town Clerk Elaine Andrews administered affirmations to those wishing to offer testimony during the Public Hearing.

Councilman John Dunn made a motion, seconded Councilman Steve Rabil, to open the public hearing. Unanimously approved.

Town Planner Micah Woodard presented staff's information to the Council, stating that Smithfield Land Group, LLC is requesting preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots. Woodard noted existing environmental conditions, which were that the property has 68.3-acres of wetland, 19.5-acres in floodway, 72.4-acres in 100-year floodplain, and 7.4-acres in 500-year floodplain. The site is mostly open with some woods in

the lower elevations. There are 63 lots in the floodplain that will be elevated 2' above flood elevation as required by code. Woodard further stated that the property would have nearly 93-acres of open space. The development proposes two access points on Buffalo Road and two lateral street connections to Holland Drive in the residential neighborhood to the north.

The development will have public water, sewer and power. The subdivision matches the conditional zoning except for the relocation of the southern entrance and the mail kiosk location. Planner Micah Woodard noted that the plans are consistent with the Town's comprehensive growth plan guidance. The Comprehensive Plan guides the area for *Medium Density Residential* and the proposed zoning and density (1.5 units per acre) are appropriate. A portion of the site is within the *Water Supply Critical Area Watershed Overlay*, which restricts density and has stormwater management requirements. Such requirements will need to be addressed in the site development plans.

There will be two access points on Buffalo Road. The southern access now lines up with the Buffalo Road Subdivision entrance. NCDOT approval will be required, as access changed since zoning approval. The development proposes two lateral roads connecting with Holland Road to the north utilizing existing vacant right-of-way (unopened). All the internal roads will be 27' wide back-to-back within 60' public rights-of-way consistent with town standards. Standard curb and gutter are proposed on internal streets and along Buffalo Road. Public sidewalks are proposed on both sides of public streets. A traffic study was been completed and plans reflect the study.

Planner Micah Woodard listed the lot dimensional and setback standards below:

- The proposed minimum lot area is 6000 sq. ft. (Average 6,850 sq. ft.).
- The proposed minimum lot width is 50'.
- The proposed minimum lot depth is 107'.

The proposed minimum setbacks:

- Front = 25'
- Side = 5'
- Rear = 12', except lots backing up to Holland Drive will have a 25' rear setback.
- The corner side yard setback is the same as the front setback.

There are no recommended parks for this site in the Smithfield Parks Plan. The development will provide over 93 acres of passive open space area, mostly consisting of wetland and flood plain areas. An HOA will manage and maintain the open space areas and amenities. A 24' wide open space area has been provided along Buffalo Road. The developer will construct an 8' wide trail along Buffalo Road frontage as required by the Pedestrian Plan. A loop trail from buffalo Road in the open space extends northward adjacent to a future development.

Although not required, the developer is planning to construct 2 stormwater ponds to collect stormwater. The ponds will be designed to mitigate 10-year storm events, meaning the post development runoff from the 10-year storm will be less than or equal to predevelopment runoff. The stormwater will also need to meet critical area watershed requirements. Wet ponds will be aerated for mosquito control and aesthetics.

A mail kiosk and parking are shown on the site plan near the north entrance. A standard concrete driveway apron should be constructed at the entrance to the parking lot.

Architectural Design Standards for all lots:

- A combination will be required of no less than two (2) materials on the front facade of all homes.
- All front facades will include no less than 10% of either one (1) of the following materials: brick, stone, or substantially similar substitute material.
- There shall be minimum of 1 window per side of the home.
- Garages shall have windows or decorative hardware. Corner Lots:
- All corner lots will be required to have no less than (2) windows on each visible side of the residence.

There are 10-lots with backyards facing Buffalo Road. The developer has provided a 24' wide open space area along Buffalo Road and will provide the required landscaping along the road frontage with a landscaped berm and fencing that will screen the backs of these lots.

A 10' landscape buffer proposed between the new lots that back up to the larger Holland Drive lots (+/- 10,000 sq. ft. lots). The buffer will exist within an easement over the new lots. Existing vegetation will be maintained as much

as possible during construction. The developer is proposing enhanced landscaping near the entrances to the development from Buffalo Road.

The developer is proposing monument signs at both entrances to the subdivision from Buffalo Road. The development is planned as a single phase with construction in the Spring of 2025 with a 5-year build-out (2030).

Planner Micah Woodard incorporated his entire record and provided it to the Council in written form in the March 18, 2025 agenda packet.

Woodard stated that staff recommended approval with one condition, and based on the four findings of fact below:

Condition of approval:

1. *The plat approval be contingent on the staff approval of construction plans that area in accordance with the conditional zoning approval for the site and all UDO requirements.*

He stated that staff's opinion of the finding of fact is:

Finding of fact

(Planning Staff finding in bold/italic):

1. The plan is consistent with the adopted plans and policies of the town; ***The preliminary plat is consistent with the comprehensive plan, and conditional zoning master plan.***
2. The plan complies with all applicable requirements of this ordinance; ***The preliminary plat complies with the requirements of the UDO.***
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; ***Adequate infrastructure exists and is being provided for with the improvements to buffalo road.***
4. The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses. ***The preliminary plat will not be detrimental to the use or development of adjacent properties. The entire corridor is developing/redeveloping in a coordinated manor.***

Mayor Andy Moore asked the Board if there were any questions.

Councilman John Dunn asked for clarification for whether a fence would be erected as a buffer between the development and Holland Drive, since it is listed as a condition. Woodard stated he would make sure that it is in there. Mayor Andy Moore asked if the lots on Holland Drive would have the 25-foot setback. Woodard confirmed this was correct, noting that there would be appropriate buffers in all places.

Mayor Andy Moore asked if there was a traffic study completed for this development. Woodard stated there had been. Councilman David Barbour added that where a traffic study was not required, the developers did one anyway.

Councilman Sloan Stevens asked what the plan for the 93 acres of open space was.

A developer for the project, Greg Stewart, duly sworn came before the Board to speak on the issue. He confirmed with the mayor that he agreed with the testimony as given by Planner, Micah Woodard with a few points of clarification. He explained that the entire layout and plan remain the same as what was previously approved during rezoning, with only three changes, all requested by the Town of Smithfield. These changes included moving the kiosk to the north end because the planning director felt it would flow better, including a Traffic Impact Assessment (TIA) study, and adjusting the southern entrance to align symmetrically with the Buffalo Road subdivision for better traffic safety. The speaker noted that these modifications were made to improve traffic flow and consistency with the adjacent development, and to meet the town's requests.

Councilman Sloan Stevens reiterated his question regarding the 93 acres of open space, further asking who would be responsible for maintaining the area. Stewart deferred specific answers to that question to Scott Brown, the Engineer for the project. He stated that there were no specific plans for development of that space, and that the HOA would be tasked with its maintenance via bylaws.

Mr. Scott Brown, duly sworn, addressed the Board, he discussed the open space and environmental aspects of the project. He explained that much of the open space consists of wetlands and existing trees, which they intend to minimize disturbing. The development will have one wetlands impact where a street crosses between lots 27 and 28. A walking trail will connect from Buffalo Road around the property and back to the north. Brown emphasized their goal is to preserve the natural environment, avoid expensive wetland permitting, and disturb as little of the existing landscape as possible. He noted they're prepared to move forward with construction drawings and seek necessary permit approvals in the coming months.

Peter Hulth, III, duly sworn, who is a lifelong wildlife advocate and master naturalist, expressed concerns about the environmental impact of the development. He highlighted the area as a habitat for threatened species like spotted turtles and noted seeing five Eastern Box turtles crossing the trail. He mentioned the presence of various wildlife and plant species, including atamasca lilies, Barred owls, and rare orchids. Hulth was worried about habitat fragmentation and the potential ecological damage from replacing natural areas with monoculture lawns and alien plant species. While acknowledging the development process was mostly complete, he urged the council to consider the environmental consequences and protect the existing ecosystem.

Mayor Andy Moore asked if there were any further questions or comments from the public. There were none.

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman Steve Rabil to close the public hearing. Unanimously approved.

Councilman David Barbour made a motion, seconded by Mayor Pro Tem Roger Wood to approve the Preliminary Plat at Buffalo Ridge, case number S-25-01, based on the conditions set forth in the prior approved conditional zoning request, CZ-24-05, with two added conditions being:

- 1. Relocation of the mail kiosk*
- 2. Relocation of the Southern entrance*

And based on the findings of fact for subdivisions. Unanimously approved.

2. Conditional Zoning Request – Finley Landing Phase 5 Alternate Plan (CZ-25-01):

Triangle Land Partners, LLC, is requesting an amendment to the Finley Landing Conditional Zoning master plan, amending 48.65 acres with an alternate plan replacing the 360-unit apartment development with a proposal for 160 lot development consisting of 141 townhome and 19-detached single-family lots.

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

Town of Smithfield Planner Micah Woodard addressed the Board, presenting the Finley Landing Phase Five conditional zoning amendment. The proposal involves changing 48.65 acres (24% of the total property) from the original master plan. The original plan included 89 detached single-family units, 220 attached town homes, and 360 apartment units, totaling 669 dwelling units. The new plan eliminates apartments and replaces them with 141 town homes and 19 detached single-family homes, representing a 29% decrease in total dwelling units.

The new plan includes amenities like a swimming pool--that can be used by the entire development, a playground, and a dog park. The town homes will be two different styles, with maximum height of 35 feet, and the single-family lots will be slightly larger than originally proposed. The development will have public water and sewer, with Duke providing electricity.

Woodard made mention of a few subtle changes to the architectural standards, which include a minimum of two windows, landscaping and a minimum of one decorative tree and four shrubs. The Townhouse garages are all single car with an eight-foot-wide door. Garage doors will have decorative details and adornments. Single family homes must have façade treatments which may include a mix of siding types including lap siding, board & batten, shake, stone or brick. They must also have a minimum of one decorative tree and six shrubs.

Townhouse trash and recycling roll out containers must be stored within the garages or the rear yards. Single family in garages or side yards.

The plan includes some deviations from the Unified Development Ordinance (UDO), such as reduced public right-of-way width, decreased distance between town homes, increased maximum height, and narrower driveway widths. However, it also exceeds some UDO standards by providing wider sidewalks, auxiliary parking, and enhanced architectural features.

Staff recommended approval, recommend approval of the zoning map amendment, CZ-25-01, with 1 condition of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.

CONSISTENCY STATEMENT (Staff Opinion):

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

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

Planning Staff recommend the Planning Board recommend approval of the Finley Landing alternate plan, CZ-25-01, with the following conditions:

1. *That the future development plans for the project be in accordance with original CZ-21-03 masterplan and conditions or as hereby amended as an alternate plan for the 47.8 acres area:*
 - a. *10-foot reduction in public R/W width (50-foot public rights-of-ways).*
 - b. *Townhouse driveways shall have a minimum width of 10 feet.*
 - c. *Townhouses shall have a 30-foot front setback.*
 - d. *Single family driveway shall have a minimum width of 12 feet.*
 - e. *20-foot reduction in the distance between townhomes (40-feet to 20-feet).*
 - f. *15-foot increase in maximum height for townhomes in this area (35-feet to 50-feet).*
 - g. *The townhouses on interior lots shall have a minimum lot area of 1900 sq. ft. (19'x100') and perimeter lots shall have a minimum lot area of 2100 sq. ft. (20'x105').*
 - h. *Townhouse Architectural Standards (amended area only):*
 - i. *End units facing a public ROW must include a minimum of two (2) windows.*
 - ii. *End units facing a public ROW must include screening landscaping the side yard.*
 - iii. *Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.*
 - iv. *Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.*
 - v. *Garage doors shall contain decorative details or carriage style adornments*
 - i. *The proposed 19 detached single-family lots will be 47' wide x 120' deep (5,640 sq. ft) in size.*
 - j. *The architectural standards for homes will be the same as previous phases:*
 - i. *End units facing a public ROW must include a minimum of two (2) windows.*
 - ii. *Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.*
 - iii. *Landscaping: Each unit shall include a minimum of one (1) decorative tree, one (1) street tree, and six (6) shrubs.*
 - iv. *Each home shall have a two-car garage.*
 - v. *Garage doors shall contain decorative details or carriage style adornments*

Town of Smithfield Planner Micah Woodard incorporated his entire record and provided it to the Council in written form in the March 18, 2025 agenda packet.

Mayor Andy Moore asked if there were any questions for staff.

Councilman David Barbour asked what was the one condition. Town Manager Mike Scott reference the page number of the materials presented to the Council which listed the condition, Page 35-36, noting that there were several conditions listed under the number one.

Members of the Board wanted clarity for the total layout of the project.

Joe Faulkner, developer for the project and duly sworn, explained the overall development layout shown in the materials. He noted that everything south of the proposed apartment area and the stream has already been constructed. The roads are in place, and they are finalizing the road in the north area. The current proposal involves redeveloping the area between existing sections. He highlighted that the new plan maintains a similar layout to the original plan, with roads and building positions largely unchanged. The existing pond at the top left will remain, while the bottom pond may not be needed. The development includes large single-family lots on the left, 20-foot two-story town homes in orange, and three-story town homes in blue. In response to previous concerns, they added a 2,000-square-foot pool with a 4,200-4,300 square-foot deck that will serve the entire development. They also added an open space area at the bottom of the project. He also noted areas of elevation and wetlands that were open space on the map.

Councilman David Barbour asked what type of fencing was proposed. Faulkner stated some may not elect to have a fence because the lots are on a large pad with a 20-foot rear yard that will have an eight-to-10-foot drop design.

Councilman David Barbour expressed concern that they were no longer doing apartments as part of this project. He liked the original concept of creating a community where residents could progress from apartments to town homes to single-family homes. His worry was that without apartments, people who are just starting out or don't want a long-term commitment would have no housing options in Smithfield. He feared these potential residents might move to nearby towns like Clayton instead, potentially establishing their roots and spending their money elsewhere. While acknowledging the new design looks good, he remained unconvinced that removing apartments was the right approach.

Faulkner explained that they designed different town home sizes to provide more affordable housing options for initial move-ins. They included 19-foot and 20-foot-wide town homes, with some being three stories, to offer a range of products that would be more accessible to people just starting out. While residents would still progress from smaller to larger town homes, these varied options aim to provide more affordable entry points into the community.

Town Manager Mike Scott asked for clarity on the size of the driveways, whether they would be 10 feet or 12 feet for single family dwellings. The Developer, Joe Faulkner stated the driveways would be larger than 12 feet in order to accommodate a 2-car garage.

Mayor Moore asked if there was anyone in the audience wishing to speak on the issue.

Richard Butner of 106 Cobblestone Court spoke regarding the development. He questioned a media claim about challenging multi-family lending conditions, noting that the town recently approved a 300-unit apartment complex. He urged the council to verify the market conditions before approving this change. Buckner, who is against high-density development, expressed concern about the town's clear vision. He suggested that if the council did its due diligence and confirmed the market need for apartments, they should reject the current plan to remove apartments. He implied that approving this change would send a confusing message about the town's development strategy.

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

There was general discussion regarding parking requirements, overflow parking, parking for the dog park and tot lot, as well as locations for sidewalks for convenience.

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman John Dunn to approve zoning map, amendment CZ-25-01, with one condition of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest. The motion carried 5 to 1 with Councilman Marlon Lee voting against the zoning amendment.

3. Annexation Request – Town of Smithfield (ANX-25-01): The Town of Smithfield has initiated annexation of contiguous property owned by the municipality in accordance with NCGS 160A-31 (g)

Town Clerk Elaine Andrews previously administered affirmations to those wishing to offer testimony during the Public

Hearings.

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

Planner Micah Woodard presented the annexation request for an 11.58-acre property owned by the town, located on the north side of Barbour Road. The property is currently zoned R-20-A residential agricultural and is contiguous to the town's existing corporate limits. Currently, there are no proposed development plans, but the property may potentially be used for park purposes or a future water tower. The annexation will have no negative financial impact on the town's services. Woodard noted that per state statute, any resident or property owner can be heard on the sufficiency of the annexation petition, and if the council finds the required conditions met, the ordinance can be made effective immediately. Woodard stated per NCGS 160A-31 a public hearing must be held, and that staff recommends adoption of Ordinance 525-2025, annexing the town owned property into Smithfield corporate limits.

Councilman David Barbour asked for clarification regarding the contiguous bounds. Planner Micah Woodard clarified on a map in the materials provided, noting that contiguous annexations can go over the road.

Mayor Andy Moore asked if there were any further questions for staff, there were none. He asked if there was anyone in the audience who wished to comment on the item. There was no one.

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

Councilman John Dunn made a motion, seconded by Mayor Pro Tem Roger Wood to adopt Ordinance No. 525-2025, annexing the town owned 11.58-acre property on Barbour Road into Smithfield corporate limits. Unanimously approved.

TOWN OF SMITHFIELD North Carolina

ORDINANCE NO. 525-2025 TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF SMITHFIELD

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held in the Smithfield Town Hall Council Chamber located at 350 East Market Street, Smithfield, North Carolina at approximately 7:00 pm on March 18, 2025 after due notice; and

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described contiguous property owned by the Town of Smithfield is hereby annexed and made a part of the Town of Smithfield effective immediately.

The legal description of the area proposed for annexation is described as follows:

Being all of Lot 10 consisting of 11.58 acres according to a survey entitled "Map for KEB Associates" prepared by L. Dennis Lee, P.A. dated October 29, 1999 and recorded in Plat Book 55, Pages 230-235 of the Johnston County Registry, which is fully incorporated herein by reference.

Section 2. The Mayor of the Town of Smithfield shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State in Raleigh, North Carolina an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall be delivered to the Johnston County Board of Elections, as required by NCGS 163-288.1

Adopted this the 18th day of March, 2025

M. Andy Moore, Mayor

ATTEST

Elaine Andrews, Town Clerk

APPROVED AS TO FORM:

Robert Spence, Jr., Town Attorney

Citizens Comments:

Amy Plant Purdue, a community-involved resident, spoke about the potential sale of Howell Theater. She created a petition that morning which already had over 1,200 signatures from community members disappointed about the theater's potential closure. She acknowledged the sale is a private transaction but urged the council to do everything possible to save the theater. Her specific requests included:

1. Consider town acquisition and making the theater a historic landmark
2. Support potential buyers interested in restoring the theater
3. Help the church find an alternative location

She shared personal memories of the theater, including her son's first movie experience, and wanted to ensure she could tell her son she did everything possible to preserve this community landmark. She also suggested the church might be more welcomed by the community if they found another location instead of destroying the historic theater.

Mayor Andy Moore shared a personal connection to the Howell Theater, mentioning it was where he had his first date with his wife. While acknowledging the emotional attachment to the theatre, he noted it is currently a private sale, which limits the town's ability to intervene. He expressed a personal hope to see the theatre continue as a public space in downtown Smithfield. The mayor also suggested that while he means no disrespect to the church, he believes churches might have more appropriate locations outside the business district, noting potential conflicts with downtown activities and Sunday operations.

Attorney Bob Spence further explained that this is a private contract not involving a zoning application, which limits the town's ability to interfere. He noted the importance of respecting private contract rights in the country. While acknowledging people's feelings about the theatre, he emphasized that the town must be careful not to infringe on private contractual agreements.

Jeff Hamilton of 204 S Rogers Drive addressed the Board regarding the Howell Theater. He asked the Board if there was any rule for zoning that would affect having a church in a downtown historic district.

Attorney Bob Spence stated there was no rule, plus there were some religious protections for churches in the statutes.

Mayor Andy Moore noted that the Town did have a zoning ordinance against churches in Downtown before, however it had to be changed due to the General Statutes not allowing those restrictions.

Councilman Steve Rabil made a motion, seconded by Mayor Pro Tem Roger Wood, to approve the consent agenda as submitted. Unanimously approved.

Consent Agenda Items:

1. Consideration and request for approval to adopt Resolution No. 768 (07-2025) setting the date for Public Hearing on the petition for voluntary noncontiguous annexation of the West Smithfield Elementary School

**TOWN OF SMITHFIELD
RESOLUTION No. 769 (08-2025)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.2**

WHEREAS, a petition requesting annexation of the area described herein has been received; and
WHEREAS, the Town Council has by Resolution No. 768 (07-2025) directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1: A public hearing on the question of annexation of the area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on April 15, 2025.

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

Legal Description of 2665 Galilee Road, Smithfield, NC 27577

BEGINNING at an iron pipe set in the southern right of way line of Black Creek Road near its intersection with North Carolina Highway 210, said stake being located North 85 degrees 19 minutes 58 seconds East 5231.40 feet from N.C.G.S. monument "Albert AZ MK 2", having coordinates: N= 194365.988 and E = 661617.612 M, said beginning point being further identified as a common corner with the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, Johnston County Registry, and from said beginning point the lines runs thence with the right of way line of Black Creek Road and North Carolina Highway 210 North 51 degrees 10 minutes 11 seconds East 63.09 feet and North 58 degrees 47 minutes 09 seconds East 354.27 feet to an iron pipe, a new corner with the 6.00 acres parcel shown on the plat hereinafter mentioned; thence a new line South 74 degrees 19 minutes 52 seconds East 797.79 feet to an iron pipe set in the western right of way line of Galilee Road (N.C.S.R. 1341); thence with the right of way line of Galilee Road South 01 degrees 22 minutes 52 seconds West 1007.17 feet to an iron pipe, corner with the lands of Bolton W. Jones, Jr. and where the right of way intersects a ditch; thence with Jones' line, the run of the ditch, South 74 degrees 38 minutes 43 seconds West 710.34 feet to an iron pipe at the confluence of two ditches, a common corner with the lands of Oris E. Matthews, Jr., described in the deed of record in Book 1386, page 38; thence with the Matthews line and with the run of a ditch North 44 degrees 01 minute 17 seconds West 168.0 feet and North 24 degrees 30 minutes 02 seconds West 490.31 feet to an iron pipe; thence continuing with the Matthews line and with the line of the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, and with the run of a ditch, North 01 degree 01 minute 04 seconds East 218.23 feet and North 13 degrees 16 minutes 02 seconds West 413.14 feet to an iron pipe, the point and place of beginning and containing 27.78 acres, more or less, according to a plat and survey by Southwind Surveying and Engineering, Inc. dated May 29, 2002, styled "Survey for Johnston County Board of Education - Putnam Tract," a copy of which appears of

record in Plat Book 60, page 292, Johnston County Registry, to which reference is hereby made for a more particular description.

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

Adopted this the 18th day of March, 2025

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Business Items:

1. Consideration and request for approval to adopt Resolution No. 769 (08-2025) supporting the Smithfield to Benson East Coast Greenway Feasibility Study

Town Manager Mike Scott addressed the Board, stating that Mike Scott discussed Resolution 769 supporting the Smithfield to Benson East Coast Greenway feasibility study. He explained that on February 4th, the county presented the Greenway path concept. Approving the resolution is crucial for seeking grant funding, as all communities along the trail must agree. Manager Scott emphasized that approving the resolution does not financially burden the town, but instead supports the trail concept connecting Smithfield to Benson. The resolution allows the town to remain involved in the planning process and potentially access future funding. He highlighted that while the current plan may change, this resolution provides a starting point for the trail project.

Councilman Sloan Stevens stated obviously this is not a finalization, but just to make sure we are still included in the conversation. Manager Scott stated if we don't approve the resolution, we won't be. As of now it is a concept plan that will be deviated as time moves on. This is the start in order to seek funding.

Councilman David Barbour explained why he previously voted against the Greenway project. While he likes the overall concept, he was concerned about the lack of due diligence in planning, particularly regarding Smithfield's existing trails and walkways. He felt the planners did not thoroughly investigate the town's current infrastructure. Barbour emphasized that the town has expensive sidewalks and planned multi-purpose walking paths that could contribute to the Greenway's objectives. He wants to ensure that before any money is approved, the planners comprehensively incorporate Smithfield's existing and planned infrastructure. His primary goal is to make sure the town's current and future walking paths are fully considered in the Greenway project.

Mayor Andy Moore asked if there were any further questions from the Board for staff. There were none.

Mayor Pro Tem Roger Wood made a motion, seconded by Councilman Steve Rabil to approve Resolution No. 769 (07-2025) supporting the Smithfield to Benson East Coast Greenway Feasibility Study. Unanimously approved.

Resolution by the Town of Smithfield Supporting the Smithfield to Benson East Coast Greenway Feasibility Study

Whereas, the Town Council of the Town of Smithfield is committed to the planning and development of the Mountains to Sea Trail and the East Coast Greenway as they connect and progress through the town and the county; and

Whereas, Johnston County and the Upper Coastal Plain Rural Planning Organization through grant funding from the North Carolina Department of Transportation have commissioned the Smithfield to Benson East Coast Greenway Feasibility Study; and

Whereas, the Smithfield to Benson East Coast Greenway Feasibility Study focuses on the development of this section of the East Coast Greenway (National and State Trail) and the Mountains to Sea Trail (State Trail) as a back-bone bicycle and pedestrian route for recreation, transportation, and healthy connectivity; and

Whereas, it will provide connectivity to Harnett, Wake, and Wayne Counties; and

Whereas, it will provide enhanced opportunities for commerce and tourism through the towns connected; and

Whereas, it has been endorsed and adopted by the Johnston County Board of Commissioners; and

Whereas, the Smithfield to Benson East Coast Greenway Feasibility Study will provide a plan and pathway towards the completion of the trail, which will provide a valuable resource for our children and future generations; and

Now, Therefore, Be It Resolved by the Smithfield Town Council, that Smithfield, North Carolina adopts the Smithfield to Benson East Coast Greenway Feasibility Study and the direction of its trail development through their jurisdiction.

Adopted this the 18th day of Month, Year

Elaine Andrews, Town Clerk

M. Andy Moore, Mayor

2. FY 2025-2026 Budget Discussions

Town Manager Mike Scott asked for the Boards thoughts on the next date and time to hold budget discussions. It was discussed that Monday, March 24, 2025 at 6:30 pm. would be a good day and time for the next budget meeting. It was the consensus of the Board to recess this Council meeting until Monday, March 24, 2025 at 6:30 pm.

Councilmember's Comments

Mayor Andy Moore reminded the Board of the Town's Government in Touch meetings. They were scheduled for:

- March 20, 2025 at 6pm at the Sarah Yard Community Center in East Smithfield
- April 3rd at 6pm at Fire Station #2 in West Smithfield
- April 8th at 6pm at South Smithfield Elementary School
- April 10th at 6pm at the SRAC

He encouraged all citizens to come out to these meetings to share their thoughts on things they would like to see included or not included in the Town's budget, or just to give their opinions.

Councilman Marlon Lee expressed gratitude to Public Works Director, Lawrence Davis and staff for a job well done with the International Festival which was held in Downtown Smithfield, stating it was a wonderful time and great event.

Town Manager's Report:

Town Manager Mike Scott encouraged everyone to come out to the River Jam concert on Friday. He also mentioned open enrollment for the Town's employee's insurance options will be from April 28th through May 9th.

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

Councilman John Dunn made a motion, seconded by Mayor Pro Tem Roger Wood to go into closed session pursuant to NCGS 143-318.11 (a)(6) & (a)(5) at approximately 8:28 pm. Unanimously approved.

Reconvene in Open Session

Councilman David Barbour made a motion, seconded by Councilman Steve Rabil to reconvene into open Session at approximately 9:53 pm. Unanimously approved.

Recess until a date and time certain to be determined by the Council

Councilman David Barbour made a motion, seconded by Councilman John Dunn to recess this meeting until Monday, March 24, 2025 at 6:30 pm for budget discussions at approximately 9:59 pm. Unanimously approved.

ATTEST:

M. Andy Moore, Mayor

Elaine Andrews, Town Clerk



Request for Town Council Action

Consent Agenda Item	Resolution Adoption
Date:	05/20/2025

Subject: ARPA (American Rescue Plan Act) Compliant Policies

Department: Finance Department

Presented by: Finance Director – Andrew Harris

Presentation: Consent Agenda Item

Issue Statement

The Town Council is asked to consider adopting policies required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award"

Financial Impact

No Financial Impact at this time

Action Needed

Town Council approval is required for the establishment of the required policies to be compliant with the ARP / CSLFRF Award.

Recommendation

Adoption of Resolution No. 775 (14-2025)

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Resolution No. 775 (14-2025)
3. Draft Internal Control Policy
4. Draft Allowable Costs and Cost Principles Policy
5. Draft Conflict of Interest Policy



STAFF REPORT

Consent Agenda Item:	Resolution Adoption
Date:	05/20/2025

A Resolution is a formal statement of a governing body's intent that is used to address a specific matter. The resolution is established for policies that are required to be compliant with ARPA (American Rescue Plan Act) Coronavirus State and Local Fiscal Recovery Funds "ARP / CSLFRF Award". These policies not previously approved by the board are as follows: Internal Control Policy, Cost Principles Allowable Costs Policy, and Conflict of Interest Policy.

TOWN OF SMITHFIELD
RESOLUTION NO. 775 (14-2025)
ADOPTING POLICIES TO COMPLY WITH THE AMERICAN RESCUE PLAN ACT
(ARPA) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF)
AWARD REQUIREMENTS

WHEREAS, the Town of Smithfield has received funding through the American Rescue Plan Act of 2021 (ARPA) under the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program; and

WHEREAS, in order to comply with the terms and conditions of the ARP/CSLFRF Award, the U.S. Department of the Treasury requires recipients to adopt specific written policies to ensure proper use, oversight, and management of the awarded funds; and

WHEREAS, the following policies have been developed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the U.S. Department of the Treasury's Compliance and Reporting Guidance:

1. **Internal Control Policy**, which establishes standards to safeguard public funds, ensure compliance with applicable laws and regulations, and promote operational efficiency and accountability;
2. **Cost Principles and Allowable Costs Policy**, which ensures that expenditures made using ARPA funds are reasonable, necessary, and allocable under federal cost principles; and
3. **Conflict of Interest Policy**, which defines procedures to identify, avoid, and manage conflicts of interest in the administration of federal funds.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield, North Carolina, that the aforementioned policies are hereby adopted as official governing policies of the Town of Smithfield for the purpose of ensuring compliance with the ARP/CSLFRF Award requirements.

BE IT FURTHER RESOLVED that the Town Manager, Finance Director, and other appropriate staff are authorized and directed to implement and enforce these policies, and to take all necessary actions to maintain compliance with federal guidance related to the ARPA CSLFRF program.

Adopted this the 20th day of May, 2025

M. Andy Moore, Mayor

Attest:

Elaine Andrews, Town Clerk

Internal Control Policy: Coronavirus State and Local Fiscal Recovery Funds (“ARP/CSLFRF Award”)

Internal Control Policy: ARP/CSLFRF Award

CONTENTS

Definitions . . . 2

Policy Overview and Purpose . . . 3

The Green Book Recognizes Five Components of Internal Control: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring . . . 3

1. Control Environment . . . 3

2. Risk Assessment . . . 4

Risk Identification . . . 4

Uniform Guidance Compliance & Risk Identification . . . 4

Risk Analysis . . . 5

Risk Response . . . 5

3. Control Activities . . . 5

4. Information and Communication . . . 6

5. Monitoring . . . 6

Financial Management, 2 CFR § 200.302 . . . 7

Segregation of Duties: . . . 7

Documentation: . . . 7

Reporting: . . . 8

Reconciliation: . . . 8

Eligibility (See Award Terms & Conditions for ARP/CSLFRF Eligibility Requirements) . . . 8

Allowable Costs/Cost Principles, 2 CFR §§ 200.400 to 200.476 . . . 9

Period of Performance (See Award Terms and Conditions) . . . 10

Procurement, Suspension & Debarment, 2 CFR §§ 200.317 to 200.327 . . . 11

Property Management, 2 CFR §§ 200.310 to 200.316 . . . 13

Subrecipient Risk Assessment & Monitoring, 2 CFR §§ 200.331 to 200.333 . . . 15

Program Income, 2 CFR § 200.307 . . . 16

Definitions

- **Management** refers to employees who have direct responsibility for the day-to-day operations of the entity, including the implementation of internal controls. For the purposes of this policy, “management” includes: Town Manager, Finance Director, Utility Director, Planning Director, Police Chief, Fire Chief, Parks and Recreation Director, Public Works Director, Human Resource Director, and Town Clerk.
- **Oversight Body**, as referenced in the Government Accountability Office’s Standards for Internal Control in the Federal Government, refers to an appointed body designated to perform oversight at the direction of the governing board. The oversight body of a local government is the Town Council.

Policy Overview and Purpose

Internal control is a process effected by an entity's oversight body, management, and other personnel that provides reasonable assurance that the objectives of an entity will be achieved. This policy outlines the internal control process established by the Town to provide reasonable assurances that the unit will expend ARP/CSLFRF award funds in compliance with governing laws and regulations. This document is adopted in accordance with the following directive from U.S. Treasury's Compliance and Reporting Guidance: "Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the ARP/CSLFRF award constitute eligible uses of funds, and document determinations."

Internal Control Framework:

The Town's internal controls are modeled after the internal control framework set forth in the Government Accountability Office's Standards for Internal Control in the Federal Government (the "Green Book"). As described in the Green Book, Management is responsible for establishing and maintaining the internal control system in compliance with the duties outlined in this policy. The Oversight Body's primary role is to ensure management performs its internal control responsibilities. However, every employee bears some responsibility for the internal control process.

The Green Book Recognizes Five Components of Internal Control: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring

The Town understands that each component must be present and functioning for the internal control process to operate at the optimal level. The responsibilities tied to each of the components are discussed below.

1. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Management values integrity, ethics, and competence in all operations, including the administration of federal awards. Management communicates and reinforces its expectations throughout the organization. Examples of management's commitment to internal controls over expenditures of ARP/CSLFRF funds include, but are not limited to, the following:

- Management demonstrates a commitment to integrity and ethical values through its leadership, communications, personnel practices, and daily actions.
- Management conducts ongoing risk assessments to identify internal control weaknesses that may negatively impact the proper administration of the ARP/CSLFRF award.
- Management is committed to educating itself and staff on the compliance requirements tied to the administration of the ARP/CSLFRF award.
- Management adopts policies necessary to ensure compliance with the Uniform Guidance and the ARP/CSLFRF award terms and conditions.

2. Risk Assessment

Management is committed to identifying and managing the risks that may arise during the administration of the ARP/CSLFRF award. The risk assessment component of internal control involves management evaluating the risks the entity faces that could negatively impact its ability to achieve its objectives. These objectives include:

- **Operational Objectives:** All assets are appropriately safeguarded against risks of fraud, theft, loss, or abuse.
- **Reporting Objectives:** Finance systems and processes produce accurate and reliable financial reporting for federal award expenditures. The Town's Schedule of Expenditures of Federal Awards (SEFA) is complete and accurate.
- **Compliance Objectives:** Ensure ARP/CSLFRF awards funds are expended in compliance with the award terms and conditions, federal and state law, and U.S. Treasury guidance.

Risk Identification

Management shall identify risks that may impair the Town's ability to achieve its objectives. Management shall focus its risk assessment on areas of opportunity for employees to commit fraud. Specific areas and types of risk include:

- rapid growth in operations,
- changes in personnel,
- organizational restructuring, such as centralizing or decentralizing,
- new activities or service areas,
- new or revised information systems,
- new technologies in service delivery or information systems,
- changes in the operating or regulatory environment, and
- new or updated accounting and/or financial reporting practices.

Uniform Guidance Compliance & Risk Identification

There are specific risks that arise in the administration of a grant award. Management will identify areas of risk that may impair the Town's ability to comply with the ARP/CSLFRF award's terms and conditions and/or applicable state and federal law and regulations.

Specifically, the Town will evaluate risks of non-compliance in the following compliance areas:

- Eligibility,
- Allowable Costs/Cost Principles,
- Period of Performance,
- Financial Management,
- Property Management,
- Procurement,
- Subrecipient Monitoring, and
- Program Income.

Risk Analysis

Management shall determine the potential severity of liabilities associated with the risks identified by weighing the likelihood of occurrence against the degree of impact.

Likelihood × Impact = Risk Priority						
After rating each risk for likelihood & impact, multiply to identify which risks are highest priority to control for.						
Likelihood	Risk Priority					
	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5
		1	2	3	4	5
		Impact				

Priority Rank Scale	
Low	1 to 4
Moderate	5 to 9
High	10 to 19
Very High	20+

Risk Response

Management shall review the results of the risk analysis and determine whether to implement control activities to mitigate risks. Management will respond to identified risks in one of three ways:

- accept the risk,
- reduce the risk by implementing control activities to help prevent or detect issues, or
- avoid the risk by not pursuing certain activities.

Management shall consider the relative cost of implementing controls versus the benefit(s) offered in deciding whether to mitigate risk(s) through the implementation of control activities. When possible, control activities will be implemented to mitigate risks that rate “High” or “Very High” on the Likelihood/Impact scale.

3. Control Activities

Control activities are the actions taken by management to respond to risks that may prevent the entity from achieving its objectives. The internal control activities are either preventative or detective. The Town uses a variety of control activities that support strong internal controls, including, but not limited to the following:

- written policies and procedures,
- segregation of duties: separating authorization, custody, record-keeping, and reconciliation functions,
- authorizations to undertake projects/programs/expenditure,
- reconciliation of accounts and records,
- documentation and record-keeping,
- physical controls, including locks, physical barriers, and security systems to protect physical assets,
- IT controls, including passwords, access logs, and firewalls to protect sensitive data and restrict access to electronic data and files,
- staff training, or
- a combination of the above.

4. Information and Communication

The Town's communicates accurate and quality information to internal staff and personnel and to external stakeholders and community members. Communication plays an integral role in the internal control system by helping to promote transparency regarding the use of public funds. Management shall be responsible for communicating internal control processes to those employees directly involved in finance and/or grant administration. Management will communicate its policies, procedures, and internal controls through various handbooks, programs, training, and electronic communication.

Information regarding pertinent policies, processes, and control activities will flow down, across, and up the organizational structure. Internal control deficiencies should be reported upstream, with serious matters reported immediately to top-level management and/or to the governing board. Employees are required to report any critical issues within the internal control system to management as soon as possible after the discovery.

To ensure transparency regarding the use of ARP/CSLFRF funds, the Town shall communicate quality information to community members and external stakeholders. The communication channels may include:

- Project and Expenditure reports are posted to the ARP/CSLFRF webpage.
- Governing board members and management are willing to engage directly with community members and answer questions via email and/or provide updates during regularly scheduled meetings.

5. Monitoring

The Town shall conduct ongoing monitoring of the internal control system to identify its strengths and weaknesses. Internal and external audits will be conducted pursuant to federal and state law. These audit processes will test the effectiveness of internal controls over federal and state awards.

Internal Controls & Uniform Guidance Compliance

Financial Management, 2 CFR § 200.302

Overview:

Each unit must have a financial management system in place to satisfy the requirements set forth in 2 CFR 200.302. A unit may rely on existing accounting processes and procedures, provided such processes adequately track the obligations and expenditures of ARP/CSLFRF funds.

Objectives:

Ensure compliance with the following requirements set forth in 2 CFR 200.302, as follows:

1. Track all federal awards received and related expenditures separately for each federal program.
2. Provide accurate, current, and complete financial data to enable the disclosure of the results of each federal award.
3. Identify the source and application of funds (i.e., the system must be able to track authorizations, obligations, and disbursements, and tie any expenditures to eligible uses of ARP/CSLFRF funds.
4. Maintain control over, and accountability for, all funds, property, and other assets.
5. Compare budgeted amounts with actual expenditures.
6. Expenditures must be supported by the Town's written procedures for determining the allowability, reasonableness, and allocability of costs. (A written Allowable Cost/Cost Principles Policy is required.)

Control Activities:

- A recommended practice is to set up a grant project ordinance to separately account for and track expenditures of ARP/CSLFRF funds.
- Utilize a financial management system that meets the standards outlined in 2 CFR 200.302.

Segregation of Duties:

Duties and functions related to financial reporting are segregated to ensure no one person has control over all parts of a financial transaction.

Documentation:

Documentation of financial transactions is complete and accurate and facilitates tracing the transaction from authorization and initiation through disbursement.

- The Finance Director shall ensure that, at a minimum, accounting records evidencing authorizations, obligations, and expenditures of ARP/CSLFRF funds are created and retained according to record retention requirements.
- Source documentation is retained, including paid invoices, payrolls, time and attendance records, contracts, and subaward documents.

Reporting:

The Finance Director shall prepare monthly reports for the governing board that includes updates for grant project expenditures and a comparison of budget to actuals.

Reconciliation:

General ledger and subsidiary ledgers used to account for the receipt and disbursements of ARP/CSLFRF funds are reconciled monthly against account balances by someone who does not have record-keeping/bookkeeping functions.

Communication & Monitoring:

The Finance Director is responsible for communicating the financial management requirements and associated control activities to the appropriate personnel. All employees within the finance and accounting office have responsibility for internal controls, including the ongoing assessment of the effectiveness of internal control activities over the financial management system.

Eligibility (See Award Terms & Conditions for ARP/CSLFRF Eligibility Requirements)**Overview:**

The unit is responsible for ensuring ARP/CSLFRF funds are expended on eligible projects and programs. The process for making eligibility determinations is described in the Town's Eligible Use Policy. (The control activities for Eligibility and Allowable Cost review are often combined.)

Objectives:

1. Ensure that supported projects and programs under the ARP/CSLFRF are eligible under one of the expenditure categories. (Eligible uses include projects identified in the Final Rule that fit within one of the four eligible use categories: COVID-19/Negative Economic Impacts, Revenue Replacement, Premium Pay, Investment in Necessary Broadband and Water/Sewer Infrastructure.)
2. Document eligibility review and project determinations.
3. Establish processes to ensure funds are not expended on ineligible uses. (Prohibited uses include bulk deposits into pension funds, debt services, replenishing financial reserves, the satisfaction of settlements and judgments, support for programs that undermine the effort to stop the spread of COVID-19, and any use that would violate state or local law.)

Control Activities:

- **Eligible Use Policy:** The Town has adopted an ARP/CSLFRF Eligible Use Policy that explains the eligible uses of ARP/CSLFRF award funds and includes the Town process for reviewing and documenting eligibility determinations.
- **Authorization:** The Town Manager and Finance Director has reviewed applicable Treasury guidance, including the Final Rule, and has trained staff to conduct initial eligibility reviews for all project or program requests.

- **Documentation:** Each department is encouraged to use the SOG's Sample Eligibility Worksheet to document the review process. This documentation is retained for the five-year record retention period. The Finance Director is responsible for overseeing compliance with documentation and record retention requirements.

Communication & Monitoring:

Management will communicate eligibility requirements and project determinations internally to staff and externally to community members and stakeholders. Management will periodically review a sample of eligibility determinations to ensure that documentation is being maintained and that the supported projects are eligible.

Allowable Costs/Cost Principles, 2 CFR §§ 200.400 to 200.476

Overview:

The Uniform Guidance Cost Principles provide guidance on how to charge specific items of cost to a federal award. A written Allowable Cost/Cost Principles policy is required for compliance with 2 CFR 200 § 202.

Cost items charged using Revenue Replacement ARP/CSLFRF funds are subject to an allowable cost review. Cost items charged under the COVID-19/Negative Economic Impacts and Infrastructure Investment categories are subject to additional compliance requirements, including the Selected Item of Cost review. See Final Rule FAQ 13.15.

Objectives:

1. Ensure all costs charged to the federal award are allowable as defined in the Uniform Guidance, Subpart E—Cost Principles.
2. Consistently apply local policies to both federally financed and non-federally financed activities.
3. Treat costs consistently as direct or indirect costs.
4. Adequately document evidence of allowable cost review and other compliance requirements as necessary.
5. When applicable, appropriately charge indirect costs using either the Negotiated Independent Cost Rate Agreement (NICRA) or the de minimis rate of 10 percent.

Control Activities:

- **Policy:** The Town has adopted an Allowable Cost/Cost Principles Policy, as required by 2 CFR 200.302.
- **Segregation of duties:** When possible, duties are segregated between those who initiate, approve, and record financial transactions.
- **Training:** Management trains staff to conduct an allowable cost review in compliance with the UG Cost Principles. (See Cost Principles Policy for specific compliance requirements.)

- **Documentation:** The Finance Director shall ensure that documentation evidencing compliance with the Cost Principles is created and maintained through December 31, 2031. At a minimum, cost items will be reviewed for allowability prior to being charged to the federal award.

Communication & Monitoring:

Management shall ensure that staff is adequately trained to recognize allowable costs and associated compliance requirements for each eligibility category. Management shall periodically test the control activities by reviewing a sample of cost items charged to the ARP/CSLFRF award for allowability. Management will also test whether costs are charged to the proper project codes within the grant project ordinance.

Period of Performance (See Award Terms and Conditions)

Overview:

The Period of Performance covers the period of time the Town may obligate and expend ARP/CSLFRF funds. ARP/CSLFRF funds must be used for costs incurred between March 3, 2021, and December 31, 2024. For a cost to be incurred, the funds must be obligated (e.g., contract executed/pre-audit stage). All obligated funds must be expended by December 31, 2026. Any unspent award funds must be returned to the Treasury.

Objective:

Ensure that all obligations and expenditures are incurred during the ARP/CSLFRF award's period of performance.

Control Activities:

- Management reviews obligation dates to ensure that all obligations are made for costs incurred between March 3, 2021, and December 31, 2024.
- Management trains staff to review obligation and expenditure dates on contracts, or when performing eligibility and allowable cost reviews.

Communication & Monitoring:

Management shall communicate pertinent dates, including the period of performance, to any staff responsible for obligating or expending federal award funds. Periodic testing by management will ensure that all obligations are incurred between March 3, 2021, and December 31, 2024.

Procurement, Suspension & Debarment, 2 CFR §§ 200.317 to 200.327

Overview:

Expenditures of ARP/CSLFRF funds under the revenue replacement category are exempt from federal procurement. When expending ARP/CSLFRF funds in other expenditure categories, the unit is required to adopt *written* procurement procedures and follow all federal procurement rules outlined in the Uniform Guidance (2 CFR §§ 200.318–200.327) as well as its own internal policies. Where established local or state rules are more strict than federal rules, the recipient must follow the most restrictive rule.

Objectives:

The Finance Department recognizes it must satisfy the minimum federal procurement requirements, as follows:

1. Adopt a written procurement policy that considers the procurement standards in § 200.318, which includes bidding contracts in compliance with federal bidding thresholds, oversight of contractors' performance, and maintaining records to document the history of procurements.
2. Provide full and open competition in conducting procurements, consistent with the standards outlined in § 200.319 and § 200.320, which allow for non-competitive procurements only in limited circumstances.
3. Comply with the requirements of § 200.320(a) when using the micro- purchase and small purchase methods of procurement.
4. Use the sealed bids method for procurement contracts exceeding the simplified threshold. Utilize the competitive proposals method when sealed bidding is not possible.
5. Ensure noncompetitive procurement methods meet the conditions set forth under § 200.320(c).
6. Perform a cost or price analysis for every procurement action in excess of the simplified acquisition threshold, including contract modifications.
7. Pursuant to 2 CFR 200.319(b), if a firm assists in the development or drafting of specifications, statements of work, or bids or RFPs, the firm must be excluded from competing for the procurement.
8. Ensure that all contracts include the applicable contract provisions required by § 200.327 and described in Appendix II of 2 CFR 200.
9. Verify that a contractor is eligible by reviewing the suspended and debarred list on SAM.gov.
10. Restrict access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers.

General Procurement Control Activities:

- Procurement Policy: The Town maintains documented procurement procedures that are consistent with the standards outlined in §§ 200.317 through 200.327. This policy contains detailed processes and control activities for procurements made with federal funds.
- The Town Council must approve the following types of contracts: (1) new contracts via vote or through the budget ordinance, and (2) contracts required by general statutes
- The Town Manager is responsible for monitoring and documenting the performance of a contract for compliance with contract terms, conditions, and other specifications.
- Prenumbered purchase orders are used.
- A pre-audit certificate that is signed by the Finance Director is attached to all purchase orders, invoices, or other contract obligations.
- Ensure purchasing forms have multiple copies so other departments, such as receiving and accounts payable, can be notified of the authorization.
- Micro-purchases may be awarded without soliciting competitive quotes if a determination is made that the price is reasonable.
- Cost items shall be reviewed for allowability pursuant to the review process set forth in the Allowable Cost Policy.
- Each Department Head is responsible for identifying qualified vendors and rotating purchases made under the micro-purchase threshold among different suppliers. Management shall periodically check compliance with this control activity.
- Each Department Head shall verify that contractors are not on the suspended or debarred list. A screenshot of the record check shall be maintained.
- Access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers, is restricted.

Segregation of Duties:

- Duties are segregated between authorization, custody, record-keeping, and reconciliation.
- The person who sets up new contractors in the accounting system or edits information on existing vendors (record-keeping) is not the same as the person writing the checks (authorization).
- Reconciliations are performed by an employee who does not have record-keeping duties.
- Invoices and other supporting documentation are thoroughly reviewed prior to the invoice being approved (e.g., compare the receiving or packaging slip against the authorization).

Documentation:

Documenting the history of procurements is a top internal control priority for the Town. All request personnel shall be trained on documentation and record retention policies.

- Bid documents shall reflect all steps in the procurement process, including:
 - bid specifications and proof of advertisement (if required),
 - rationale for the selected method of procurement,
 - bid submissions,

- evaluation criteria,
 - basis for contractor selection or rejection,
 - justification for lack of competition, when applicable,
 - basis for award cost or price, and
 - contract agreement, including required UG contract clauses.
- Source documentation relating to procurements must be retained and should include sufficient details to support the transaction, including:
 - cost and quantity of items purchased,
 - model numbers,
 - purchase orders with and pre-audit certificates, and
 - personnel who authorized the sale, if applicable.
- All records shall be maintained for a period of five (5) years after the ARP/CSLFRF period of performance (through December 31, 2031).

Communication & Monitoring:

Management shall ensure purchasing and finance staff understand federal procurement laws. Additional training shall be provided as necessary. Management will periodically review purchase orders and contracts to ensure that all charges are accounted for in the period in which the cost occurred and fall within the period of performance.

Property Management, 2 CFR §§ 200.310 to 200.316

Overview:

Except for property, supplies, or equipment acquired using revenue loss funds, the unit must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310–316), subject to the requirements set out in FAQ 13.16.

Per FAQ 13.16, during the period of performance, the Town may use property, supplies, or equipment purchased with ARP/CSLFRF funds for a purpose other than the purpose for which the initial purchase was made, provided the new use is consistent with another eligible use. After the period of performance, the Town is more limited in how it may use the property purchased with ARP/CSLFRF funds.

Objectives:

1. Ensure real property, personal property, supplies, and equipment are used in compliance with the UG property standards (2 CFR 200.310– 316), and subject to the requirements set out in FAQ 13.16.

2. Ensure documentation is maintained to substantiate any determination on whether the use of an asset is authorized for a particular purpose during and after the award period of performance.
3. Establish adequate safeguards to prevent loss, damage, or theft of property.
4. Follow adequate maintenance procedures to keep equipment in good condition.
5. Ensure proper disposition of real property and equipment in accordance with § 200.311(c) and § 200.313 (e).

Control Activities:

- **Insurance Coverage:** Purchase equivalent insurance coverage for real property and equipment as is provided to other property owned by the Town. 2 CFR § 200.310.
- **Property Management Policy:** The Town has adopted a Property Management Policy that sets forth property management processes, including procedures for record-keeping, reporting, and disposition responsibilities for real and personal property.
- **Real Property Reporting:** The Finance Director shall oversee the annual reporting requirements for any real property or personal property acquired with federal awards funds. Standard Form 429 shall be used to report real property and the Standard Form 428 shall be used to report tangible personal property, including equipment.
- **Equipment Management:** The Town has procedures for managing equipment, whether acquired in whole or in part under a federal award, until disposition takes place. The Town will, at a minimum, meet the following requirements:
 - Maintain equipment records that include a description of equipment, serial number/ model number, source of funding, acquisition date, location and condition of equipment, unit acquisition cost, and final data, including date of disposal, sales price, and method used to determine fair market value. § 200.313(d).
 - Ensure adequate safeguards to prevent loss, damage, or theft of property. Such safeguards may include attaching property tags to federally owned equipment that includes the FAIN. Any loss, damage, or theft will be investigated. § 200.313(d).
 - Regular maintenance will be performed to keep the property in good condition.
 - A physical inventory of equipment will be performed, and the results reconciled with the property records, at least once every two years.
 - If the Town is authorized or required to sell equipment, proper sales procedures will be used to ensure the highest possible return.

Communication & Monitoring:

Management will train employees to understand the various compliance requirements set forth in the Uniform Guidance property management standards. Periodic testing of established controls shall be performed to ensure that all reporting and property management requirements are satisfied for both real property and equipment.

Subrecipient Risk Assessment & Monitoring, 2 CFR §§ 200.331 to 200.333

Overview:

Expenditures of revenue loss funds are exempt from compliance with this section. See [Final Rule FAQ 13.15](#). Each unit must design its own system of internal controls over subrecipient selection and monitoring that meet the requirements set forth in 2 CFR 200.331-.333.

Objective:

- Ensure compliance with requirements set forth in the Subaward Policy, which sets forth the UG compliance requirements in 2 CFR 200.331-.333.

Control Activities:

- The Town has adopted a Subaward Policy. The policy outlines processes and control activities for the selection and oversight of subrecipients.
- Subrecipient agreements are reviewed and approved by knowledgeable staff to ensure all compliance requirements are captured and that all required elements set forth in 2 CFR § 200.332 are included.
- Management tracks subaward notifications and maintains copies of executed subaward agreements.
- Management conducts subrecipient risk assessments and approves individual subrecipient monitoring plans.
- Management requires a standard template to document all subrecipient agreements that includes the required elements outlined in the UG.
- Supervisors periodically reconcile subrecipient monitoring plans with actual monitoring activities that have been undertaken to ensure monitoring occurs as scheduled.
- Segregation of duties exists between those monitoring a subrecipient and those approving the conclusions regarding the subrecipient's compliance.

Communication & Monitoring:

Management shall be responsible for communicating the compliance requirements and specific award terms and conditions to subrecipients. Management will ensure that external stakeholders are apprised of any subaward agreements executed using ARP/CSLFRF funds and the intended purpose of the supported program. Management shall conduct ongoing monitoring to ensure staff is selecting eligible subrecipients and is adequately monitoring each subrecipient's compliance with the terms set forth in the subaward agreement.

Program Income, 2 CFR § 200.307

Overview:

Program income relates to gross income earned from expenditures of federal awards, such as income from fees for services performed, the use or rental of property acquired with program funds, and for the sale of items fabricated under the program. Program income is only triggered when income will be earned under the COVID-19/Economic Impacts Category or for income earned on a water/wastewater infrastructure project. When program income is earned, it is added back to the total ARP/CSLFRF award allocation.

Objectives:

1. Separately track and account for program income during the ARP/CSLFRF award's period of performance.
2. Expend program income on eligible projects and programs during the period of performance (program income is added to the total ARP/CSLFRF award).

Control Activities:

- On a monthly basis, recorded program income is reconciled with supporting documentation, such as loan ledgers and other accounting records.
- Program income is separately tracked and accounted for within the grant project ordinance.
- Management ensures program income is added to the total ARP/CSLFRF award and used to support eligible projects and programs.
- Individuals who collect cash or other receipts are different from those who deposit receipts, generate invoices, record general ledger activity, and reconcile bank statements.

Communication & Monitoring:

Management shall identify program income requirements and communicate compliance requirements to staff. Management shall periodically review accounting records to ensure program income is separately accounted for during the award period of performance.

ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY

OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with Michael Scott, Town Manager and Andrew Harris, Finance Director, Ted Credle, Utilities Director, and Stephen Wensman, Planning Director, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Finance Director. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.

- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town of Smithfield or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Town of Smithfield, its employees, the public at large, and the federal government.
- Whether Town of Smithfield significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

- 2. Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**

4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Town of Smithfield.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms. [NOTE THAT A LOCAL GOVERNMENT SHOULD ADD A REFERENCE TO ITS PROGRAM INCOME POLICY HERE, WHEN THAT POLICY IS IMPLEMENTED. AS OF DECEMBER 2021, WE ARE STILL AWAITING FINAL GUIDANCE FROM US TREASURY ON HOW TO TREAT PROGRAM INCOME.]
9. **Be adequately documented.**

SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Utility and Planning Director responsible for determining cost allowability must be familiar with the Selected Items of Cost. The Town of Smithfield must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Utility or Planning Director personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town of Smithfield’s regulations, and program-specific rules may deem a cost as unallowable, and Utility and Planning Department personnel must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town of Smithfield may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

- (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
- (2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Utility or Planning Director must review the proposed cost items within an estimated project budget to determine whether they are allowable

and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the Finance Director for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, if required, the Utility or Planning Director must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Utility or Planning Director will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the Utility or Planning Director, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Director must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Finance Director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance Director must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the Finance Director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains

legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Town of Smithfield's governing board must approve any allocation of other funds for this purpose.

- The Finance Director and Finance Department must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions

Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions

General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency

Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF TOWN OF SMITHFIELD
SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

* * * * *

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when Town of Smithfield (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. “*Governing Board*” means the Town Council of the Unit.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The Town Manager, an employee of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Town Manager is unable to serve in such capacity, the Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
 - 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- ii. Identification and Management of Conflicts of Interest.
 - 1. Duty to Disclose and Disclosure Forms
 - a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward

has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the Town Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in

writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has

adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the 20th day of May, 2025.

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization. 	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> o Holder of a judgment against the firm. 	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Smithfield (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Contract:</u>
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u>
		<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	
	<u>Public Officials</u>	<u>Employees</u>
		<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.	
	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>
		<u>Agents – Related Party</u>
Any identified interest in Step 3 is a potential “real” conflict of interest.		
Any identified interest in Step 4 is a potential “real” conflict of interest.		

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.			
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>	

COI Point of Contact:

Signature of COI Point of Contact:

Date of Completion:

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Smithfield (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “*Contract*”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Smithfield (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step							
1	<p>Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.</p> <p><u>Name of Contract:</u></p> <p>_____</p> <p><u>Name of Counterparty</u></p> <p>_____</p> <p><u>Subject of Subaward:</u></p> <p>_____</p>						
2	<p>Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.</p> <table border="1"> <tr> <td><u>Public Officials</u></td><td><u>Employees</u></td><td><u>Agents</u></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>			
<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>					
3	<p>Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]</p> <table border="1"> <tr> <td><u>Public Officials</u></td><td><u>Employees</u></td><td><u>Agents</u></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>			
<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>					
Any identified interest in Step 3 is a potential “real” conflict of interest.							
4	<p>Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]</p>						
Any identified interest in Step 4 is a potential “real” conflict of interest.	<table border="1"> <tr> <td><u>Public Officials – Related Party</u></td><td><u>Employees – Related Party</u></td><td><u>Agents – Related Party</u></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>			
<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>					

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.			
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>	

COI Point of Contact:

Signature of COI Point of Contact:

Date of Completion:

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Smithfield (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

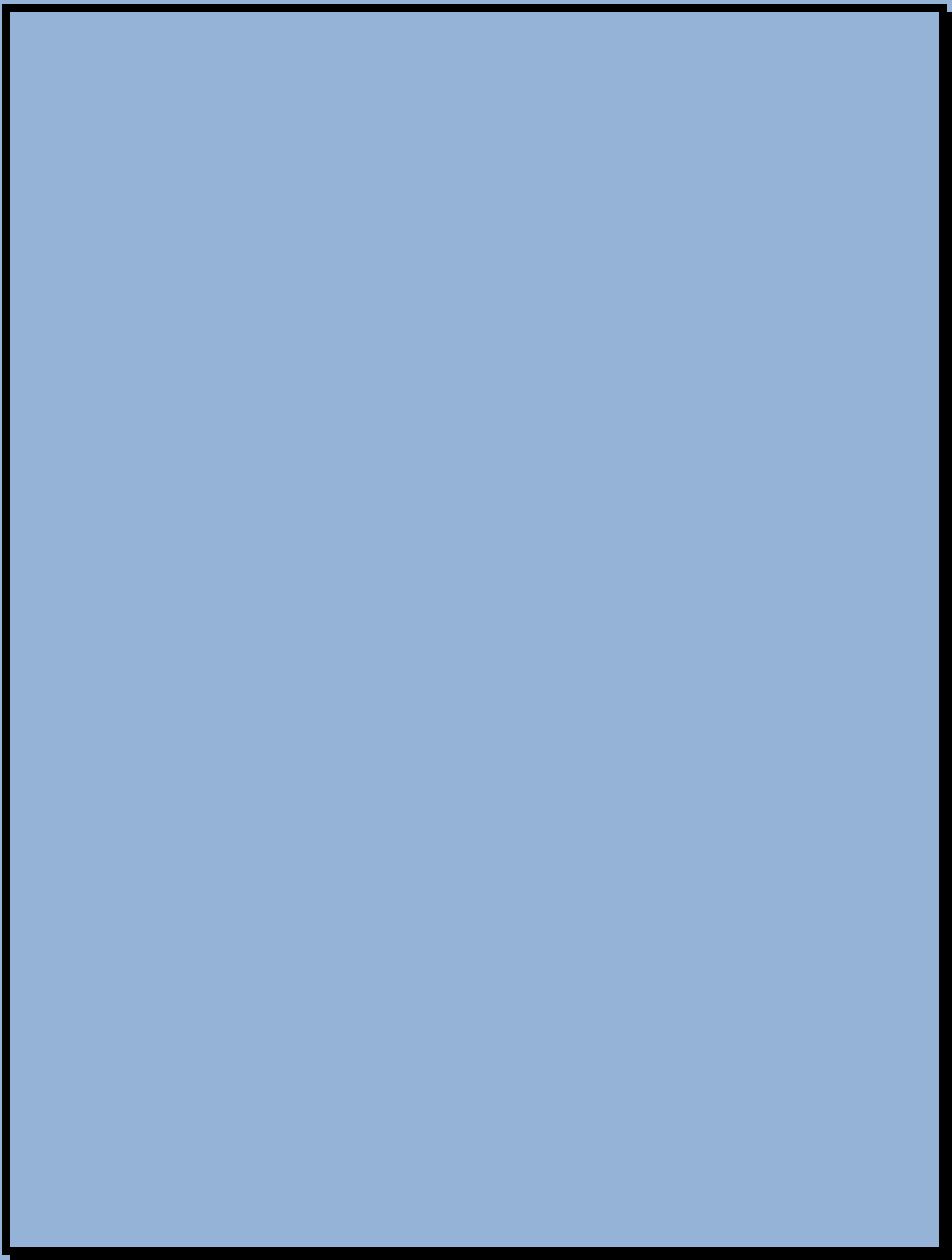
Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

Business Items





Request for Town Council Action

Business Award of
Item: Contract
Date: 05/20/2025

Subject: Award of Contract for Consulting Services for Electric Delivery Point #1 Improvements

Department: Public Utilities

Presented by: Public Utilities Director - Ted Credle

Presentation: Business Item

Issue Statement

To improve the long-term health and stability of the Town's electric distribution system, the conversion of delivery point #1 (Hospital Road) from a receiving switchyard to a true substation is needed. This improvement will modernize the receiving end of the transmission power from Duke Energy and create a sister station to delivery point #2 (Brogden Road). The Town advertised for a consulting firm to analyze, design and coordinate with Duke Energy while we go through this multi-year process. Proposals were received, and the most qualified contractor has been submitted for Council approval

Financial Impact

The funds (\$75,000.00) to pay for these initial services were budgeted as part of the approved FY2024-2025 capital projects budget (47-72-7230-5700-7412).

Action Needed

Approve the proposed consultant as recommended by staff, and authorize the Town Manager to execute the proposed agreement

Recommendation

Staff recommends the approval of the most qualified consultant and authorize the Town Manager to execute the contract

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Consultant's Proposal
3. Proposed Contract & Scope of Services
4. Amendment to Boiler Plate Contract



Staff Report

**Business Award of
Item: Contract**

It was always a long-term goal of the Town to improve and stabilize the Town's electric distribution system. To this end, the Town is undergoing a 25-year distribution system upgrade of transformers, wire & accoutrements. An additional need is the upgrade of delivery point #1 on Hospital Road. This set of transformers & switchyard is aged and nearing the end of design life. The Town desire to make wholesale improvements at delivery point #1, to create a "sister" station to delivery point #2 on Brogden Road. To this end a general request for Qualifications was advertised. The Town received four submittals, and a proposed consultant was chosen.

The Town desires to hire an engineering consultant to analyze the existing delivery point, design plans to upgrade the station and most importantly, coordinate the construction efforts with Duke Energy to ensure an uninterrupted flow of electricity while construction is occurring.

Staff is asking Council to approve the proposed consultant and to authorize the Town Manager to execute the contract with the proposed contractor, to perform the consulting work, in the amount of \$75,000.00, in accordance with services listed in the submitted proposal.

PROPOSAL

for



TOWN OF SMITHFIELD SMITHFIELD, NORTH CAROLINA

HOSPITAL RD SUBSTATION REBUILD

SUBMITTED APRIL 17, 2025

By



215 NORTH AMES STREET, SUITE 500
MATTHEWS, NC 28105
704-372-6673
www.ECEpower.com

TABLE OF CONTENTS

1.0	SIGNED FORMS	1
1.1	Proposal Signature Sheet	1
1.2	Addendum Acknowledgement Form	2
1.3	Non-Collusion Affidavit	3
1.4	Vendor Application Form	4
1.4a	W-9 Form	5
2.0	EXECUTIVE SUMMARY	11
2.1	Scope of Work	11
2.2	Our Firm	11
3.0	PROJECT APPROACH	12
3.1	General Approach	12
3.2	Project Schedule	14
3.2a	Proposed Schedule Gannt Chart	15
4.0	QUALIFICATIONS & EXPERIENCE	16
4.1	Firm Qualifications	16
4.2	Firm Experience	16
4.2a	ECE Example Recent Substation Project List	17
4.3	Project Team	19
5.0	COST OF SERVICES	20
5.0a	2025 ECE Rate Schedule	21
6.0	CONCLUSION	23



REQUEST FOR QUALIFICATIONS

TOWN OF SMITHFIELD ELECTRIC DELIVERY POINT IMPROVEMENTS

RFQ No. 25-005

ISSUE DATE:

Date: March 13, 2025

ISSUING DEPARTMENT:

Smithfield Public Utilities
230 Hospital Road
Smithfield, NC 27577

Responses will be received until 2:00 P.M., on APRIL 17, 2025, to provide engineering consulting services.

All inquiries concerning the Scope of Services, Response Submission Requirements or Procurement Procedures should be directed to:

Ted Credle, (919) 934-2798
Public Utilities Department
Ted.credle@smithfield-nc.com

Responses shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Qualifications (RFQ). It is the sole responsibility of the Responder to ensure that his/her Response reaches the Utilities Department by the designated date and hour indicated above.

In compliance with this Request for Qualifications and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed response.

Firm Name: ECE

Date: April 17th, 2025

Address: 215 W Ames St, Ste 500
Matthews, NC

Phone: _____

Phone: 704-372-6673

By: Joshua R. Black
(Name Typed/Printed)

By: [Signature]
(Signature in Ink)

Attachment B



ADDENDUM ACKNOWLEDGEMENT

-None Received-

Receipt of the following Addendum is acknowledged:

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature: _____

Date: 04/17/2025

President / CEO

Title

ECE

Name of Firm

Attachment C



NON-COLLUSION AFFIDAVIT

State of North Carolina
Town of Smithfield

Joshua R. Black, being first duly sworn, deposes and says that:

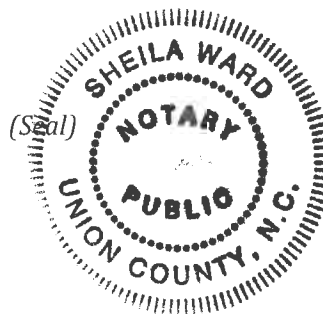
1. He/She is the President/CEO of ECE, the Responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a **collusive** or **sham** Response;
4. Neither the said Responder nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm or person to submit a **collusive** or **sham** Response in connection with the contract for which the attached Response has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm or person to fix the price or prices in the attached Response or of any other Responder, or to fix any overhead, profit or cost element of the Response price of any other Responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Smithfield or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.


Signature of Responder

04/16/2025
Date

Subscribed and sworn before me,
this 16th day of April, 2025


Notary Public



Notary Public
My Commission Expires: 8.28.2026

Attachment E



Vendor Application

(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

VENDOR # _____ (Assigned by the Town of Smithfield)

Legal Name

(Business or Owner) Electrical Consulting Engineers, Inc.

Doing Business As (DBA) ECE

Remit Address 215 W Ames St., Suite 500

City Matthews State NC Zip Code 28105

Telephone# 704-372-6673 Fax# _____

Email jblack@ecepower.com Website ECEpower.com

Is this a minority owned business? No

Products or services you wish to sell: Engineering

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires all vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or jennifer.aycock@smithfield-nc.com. Please return all forms to:

Mailing

Attn: Jennifer Aycock
Town of Smithfield
PO Box 761
Smithfield NC 27577

Fax

Attn: Jennifer Aycock
(919) 934-1688

Email

jennifer.aycock@smithfield-nc.com

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Electrical Consulting Engineers Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 215 N Ames St Ste 500	Requester's name and address (optional)
6 City, state, and ZIP code Matthews, NC 28105		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	6		-	0	9	0	5	8	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Sheila Ward</i>	Date <i>10/9/2024</i>
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

2.0 Executive Summary

2.1 SCOPE OF WORK

Pursuant to the documents received in the request for proposal, it is understood that the scope of work of this project is related to provision of services for all design, specification, procurement, construction management, and project management necessary to rebuild the existing Town of Smithfield Hospital Road Distribution Switchyard to a Transmission-to-Distribution Substation that meets current industry standards and is similar to the example station on Brogden Road in terms of operational flexibility and layout. It is understood that design, specifications, and procurement will include at least one power transformer, high-side protection (circuit breaker or circuit switcher), low-side protection devices (circuit breakers or reclosers), protective relaying equipment, and substation package at the least.

2.2 OUR FIRM

ECE is a 100% employee-owned professional consulting firm that has proudly been providing these and related services to municipal electric utilities and electric cooperatives across North Carolina for over 55 years. In addition, our recent merger with Utility Electrical Consultants (UEC), of Garner, positions us to provide local support to the Town of Smithfield. We are a licensed Professional Engineering Firm (NC F-0429), Professional Land Survey Firm (NC F-0429), Professional Landscape Architecture Firm (NC C-570), and Licensed Real Estate Brokerage Firm (NC C-31577). Being able to provide all of these necessary services in-house leads to inter-office coordination on projects, which results in more efficient project communications and smoother projects overall.

3.0 Project Approach

3.1 GENERAL APPROACH

Built-in to our schedule, and by following standard services provided on similar projects, we would include multiple departments from ECE on the project to ensure the most qualified professionals are working to complete this project and keep the project moving. The following is a break-down of how we see different departments at ECE potentially getting involved.

- Siting/Right-of-Way/Real Estate Services-

In order to accomplish the goals of this project, Smithfield will need Duke Energy Progress to turn over, at the very least, a large portion of their current yard to Smithfield for use. We have a strong history of working with Sam Stephenson at Duke Energy Progress and his team members to work through situations like these. Once a plan is in place, a new fence will be needed at least, and potentially some grading. This will be handled by our Siting Department and ROW Department. They would also handle any necessary deeding, environmental, soil and erosion control, and/or Spill Prevention and Control Plans.

- Surveying-

Our Survey teams support the Siting and ROW Departments with gathering information regarding locations and topography. Because we are a Professional Land Survey Firm, we are able to stamp any necessary property documents that are recorded. Our Survey teams also support construction activities for setting stakes for fence corners, foundation baselines and pole stakes.

- Substation Engineering Services-

For a project such as this, we would assign one of our substation project engineers to be the main point of contact. This team member would be responsible for large scale project management and coordination, as well as project scheduling. This engineer would also carry out most of the design and technical specifications for the station package. In our Substation Department, we would also involve one of our CAD techs of over 25 and 30 years of experience, as well as a structural engineer for structural design and foundation design. The assigned project engineer would also put together construction contract documents and drawings. All work goes through an internal QA process and is completed under the oversight and review of a licensed Professional Engineer.

- Transmission Engineering Services-

Any coordination with Duke Energy Progress for the converted 115kV delivery would be handled by our Transmission Department. Since it is a radial 115kV transmission line from Duke Energy Progress, they may be willing to come into the new station directly, though their typical approach is more often to provide flying taps. We would aid in negotiating with Duke Energy Progress for the tap approach that would most benefit Smithfield from a reliability and cost perspective.

- Relaying/Protection & Coordination-

Our Protection & Coordination (P&C) Department would be responsible for specifications and tasks related to procuring the power transformer(s), high-side protective equipment, low-side protective equipment, relay and SCADA equipment, battery equipment and control facility as necessary to meet requirements of Smithfield.

- Distribution Engineering Services-

Our Distribution Department would oversee any distribution circuit exits, whether overhead, underground or mixed. This team is capable of preparing staking, material procurement, routing and/or construction inspection. It was observed at the existing switchyard that there are two dedicated underground circuit exits to the hospital service. This would be a consideration in design and implementation, understanding the critical nature of that electric service.

In addition to what would be considered as standard services, we have enough experience to step in and assist with the more non-standard aspects of this project. What is known already is the need for conversations with Duke Energy Progress on the front-end regarding the site, which we are prepared to help with. We also recognize a potential consideration to be made for temporary electrical service to the town during construction activities, which we could assist with considering and coordinating.

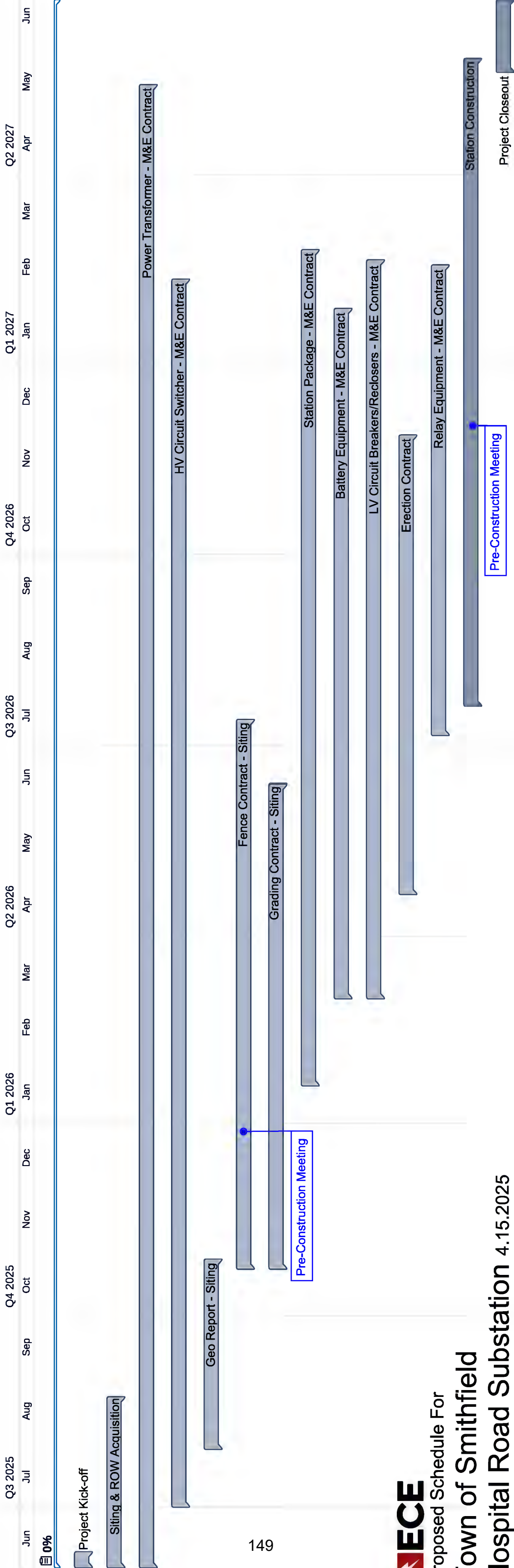
3.2 PROJECT SCHEDULE

We have prepared and included a preliminary schedule (page #) based on the understood scope of work that is necessary, using known current material lead times. The most impactful scheduling items reflected are the lead times for power transformers and high-side protection devices which can run 1-3 years. It is expected that demolition of the existing switchyard and construction of the new station can be accomplished by the same contractor in about 24 weeks. This is after the completion of any necessary grading and installation of a new perimeter fence. The 24 weeks of demolition and construction could not commence until Duke Energy Progress has completely removed all of their existing equipment.

On the front-end of the project, coordination would need to be made with Duke Energy Progress on their plans for their existing station and converting from a distribution delivery to a 115kV transmission delivery. Duke Energy Progress' current new delivery point estimate is 2-3 years. In the past, Sam Stephenson with Duke Energy Progress has shared with us that a situation like this involving modification of an existing delivery point could potentially shortcut the 2-3 year process, but it is unknown how much since it is a case sensitive matter.

According to these projected schedule impacting tasks and milestones, we would prioritize specifying and ordering power transformer(s) and high-side protective equipment first so that they do not have as much impact on the overall project schedule. We would also assist with getting conversations moving toward a concrete plan with Duke Energy Progress so that site planning can begin as soon as possible. We approach projects such as these as a team. While we would have a project engineer assigned to be a main point of contact and responsible for large scale project management and coordination, we would task multiple engineers and team members so that multiple tasks can be accomplished simultaneously. This allows our engineering services to not necessarily impact the schedule.

The included Proposed Project Schedule (page #) was produced in Wrike, which we use for project scheduling. With the particular volatility that has occurred with material lead times over the past five years, use of this software has allowed us to track any potential scheduling impacts as we go through the project.



4.0 Qualifications & Experience

4.1 FIRM QUALIFICATIONS

ECE is an employee-owned, professional firm that has purposefully grown over the last 55 years to generate a reputation of providing genuine assistance to municipal electric utilities and electric cooperatives in completing projects and providing on-going services in an effort to provide quality and reliable electric service to customers. The recent acquisition of Utility Electrical Consultants, who has been providing engineering services to Town of Apex, Town of Clayton and Washington (NC), adds an office in Garner, NC. We also have offices in Matthews, NC and Rock Hill, SC. Team members from all three offices work together to support projects in different areas of North Carolina, South Carolina and Virginia. Part of ECE's character that we feel defines our approach to projects and sets us apart is the sense of ownership and pride we take over our projects. This drives how we come along side of the utility staffs that we work with and support and is proven by the long-standing working relationships we have with many of the utilities we work with; most over 25 continuous years, and some for all 55 years of operation.

As for our services, we are not just a Professional Engineering Firm, but have also, over the years, added Professional Land Surveying, and Professional Landscape Architecture. We also hold our Real Estate License as a firm, which is rare for engineering firms in NC. This allows us to help on a project such as this to cover all necessary consulting services from front-end property dealings, any official recording and surveying necessary, preparing siting and grading services, and providing all necessary design and procurement engineering services. We also are able to provide relay testing and commissioning on the tail-end of the project to ensure all wiring and programming is completed and functioning correctly.

4.2 FIRM EXPERIENCE

The following page is a list of substation projects completed over the last 3 years. This is not an exhaustive list of all substation projects, but rather a representation of a majority of the projects. Additional information and background can be provided upon request.

ECE Example Recent Substation Projects

Client Name	Project Name	Client Contact	Email address	Project Summary	Services offered	Performance of Work
South River EMC	Benson Substation	Wilson Holder	WHolder@sremc.com	Green-field Substation to serve 30MW large power load and existing domestic load in the area	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Tideland EMC	Five Points Substation				Transmission, Substation, Siting, Relaying, Distribution	Work performed at UEC Hourly Rates under Retainer
Town of Apex	Laura Duncan Substation			Green-field distribution substation	Transmission, Substation, Siting, Relaying, Distribution	Work performed at UEC Hourly Rates under Retainer
Lumbee River EMC	Scotland Acres Substation HS Modification	George Huggins	George.Huggins@lumbeeriver.com	Rebuild high-side to convert from 69kV to 115kV	Transmission, Siting, Substation, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Piedmont EMC	Eubanks Substation Rebuild	Jared Goodnight	goodnitej@pemc.coop	Complete demolition and re-design of existing distribution substation	Transmission, Siting, Substation, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Town of Clayton	Northside Substation			Green-field substation to provide service to domestic load and new WWTC	Transmission, Substation, Siting, Relaying, Distribution	Work performed at UEC Hourly Rates under Retainer
Tri-County EMC	Tapp Farm Substation and Breaker Station	Tony Grantham	tony.grantham@tcemc.com	Green-field 115KV delivery point from DEP, breaker station and dual-rated (15 and 25kV) distribution substation	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Tri-County EMC	Pink Hill Substation	Tony Grantham	tony.grantham@tcemc.com	Green-field distribution substation	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Union Power	Parkwood Substation	Wayne Hathcock	wayne.hathcock@union-power.com	Rebuild of existing distribution substation built on adjacent lot and expanded	Transmission, Substation, Surveying	Work performed at ECE Hourly Rates under Retainer
Union Power	Railroad Substation LS Rebuild	Wayne Hathcock	wayne.hathcock@union-power.com	Rebuild of low-side of distribution substation to allow for circuit regulation	Transmission, Substation, Surveying	Work performed at ECE Hourly Rates under Retainer
EnergyUnited	Cid Substation Modification	Doug Wike	doug.wike@energyunited.com	Rebuild of high-side for upgraded transmission voltage from DEC and circuit breaker protection upgrade	Transmission, Substation, Surveying	Work performed at ECE Hourly Rates under Retainer
Lumbee River EMC	Black Branch Substation	George Huggins	George.Huggins@lumbeeriver.com	Green-field distribution substation to serve large power load	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
South River EMC	Jada Allen 230KV Step-Down Station	Wilson Holder	WHolder@sremc.com	Green-field 230KV to 115KV transmission step-down station DEP delivery point	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Tri-County EMC	Mt. Olive Substation Modification	Tony Grantham	tony.grantham@tcemc.com	Rebuild high-side for circuit breaker protection	Transmission, Surveying, Substation, Relaying	Work performed at ECE Hourly Rates under Retainer

ECE Example Recent Substation Projects

Client Name	Project Name	Client Contact	Email address	Project Summary	Services offered	Performance of Work
South River EMC	Fisher Substation Modification	Wilson Holder	WHolder@sremc.com	Low-side addition for new circuits with circuit regulation	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Union Power	Willoughby Substation	Wayne Hathcock	wayne.hathcock@union-power.com	Green-field distribution substation	Transmission, Substation, Surveying	Work performed at ECE Hourly Rates under Retainer
Southside EC	Fort Pickett Modification	Kim LaTulipe	kim.latulipe@sec.coop	High-side modification to add overcurrent protection in by-pass scheme	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Southside EC	Gary Substation Modification	Kim LaTulipe	kim.latulipe@sec.coop	High-side modification to add overcurrent protection in by-pass scheme	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Southside EC	Moran Substation Modification	Kim LaTulipe	kim.latulipe@sec.coop	High-side modification to add overcurrent protection in by-pass scheme	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Southside EC	Nutbush Substation Modification	Kim LaTulipe	kim.latulipe@sec.coop	High-side modification to add overcurrent protection in by-pass scheme	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Southside EC	Red House DP Modification	Kim LaTulipe	kim.latulipe@sec.coop	High-side modification to add overcurrent protection in by-pass scheme	Substation, Relaying	Work performed at ECE Hourly Rates under Retainer
Lumbee River EMC	Piedmont Substation	George Huggins	George.Huggins@lumbeeriver.com	Green-field distribution substation to serve large power load	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer
Lumbee River EMC	Allendale Substation and Breaker Station	George Huggins	George.Huggins@lumbeeriver.com	Green-field 115KV delivery point from DEP, breaker station and distribution substation	Transmission, Substation, Siting, ROW, Surveying, Relaying	Work performed at ECE Hourly Rates under Retainer

4.3 PROJECT TEAM

The following is a list of department managers for the departments that we foresee as being involved with this project. This is not an exhaustive list of the team members that would be involved on the project for individual tasks. ECE has the ability to perform the work but would assign personnel once the project timeline is finalized with Smithfield.

Josh Black, PE

President/CEO

Substation Dept Manager

jblack@ecepowers.com

Tony Pearce, PE

Vice President-Garner

tpearce@ecepowers.com

Shane Brandwood, PLA

Siting Dept Manager

sbrandwood@ecepowers.com

Ted Brazil, PLS

Professional Land Surveyor

tbrazil@ecepowers.com

Chris Crosby, PE, PLS

Vice President/COO

Transmission Dept Manager

ccrosby@ecepowers.com

Jonathan Tribble, PE

P&C Dept Manager

jtribble@ecepowers.com

Allison McIntyre, BIC

Real Estate Broker

amcintyre@ecepowers.com

Justin Jones

Survey Dept Project Manager

jjones@ecepowers.com

5.0 Cost of Services

ECE provides services at set hourly rates according to the Rate Schedule at time of services. ECE reserves the right to amend and revise rates as necessary to provide competitive professional services. At such time as it is seen as necessary to amend or revise the Rate Schedule, ECE would provide an updated Rate Schedule prior to providing additional services. ECE invoices monthly on a half hour basis for the time spent. The following page is the current 2025 Rate Schedule.



2025 SCHEDULE OF FEES

Professional Engineer V	\$204.00
Professional Engineer IV	\$196.00
Professional Engineer III	\$188.00
Professional Engineer II	\$180.00
Professional Engineer I	\$172.00
Project Engineer V	\$164.00
Project Engineer IV	\$156.00
Project Engineer III	\$148.00
Project Engineer II	\$140.00
Project Engineer I	\$132.00
Engineering Intern II	\$86.00
Engineering Intern I	\$70.00
Professional Land Surveyor V	\$192.00
Professional Land Surveyor IV	\$184.00
Professional Land Surveyor III	\$176.00
Professional Land Surveyor II	\$168.00
Professional Land Surveyor I	\$160.00
Project Surveyor V	\$148.00
Project Surveyor IV	\$140.00
Project Surveyor III	\$132.00
Project Surveyor II	\$124.00
Project Surveyor I	\$116.00
Right-of-Way Broker In Charge II	\$168.00
Right-of-Way Broker In Charge I	\$160.00
Right-of-Way Agent V	\$162.00
Right-of-Way Agent IV	\$154.00
Right-of-Way Agent III	\$146.00
Right-of-Way Agent II	\$138.00
Right-of-Way Agent I	\$130.00
Right-of-Way Assistant II	\$86.00
Right-of-Way Assistant I	\$70.00

Landscape Architect V	\$192.00
Landscape Architect IV	\$184.00
Landscape Architect III	\$176.00
Landscape Architect II	\$168.00
Landscape Architect I	\$160.00
Relay Technician V	\$144.00
Relay Technician IV	\$136.00
Relay Technician III	\$128.00
Relay Technician II	\$120.00
Relay Technician I	\$112.00
Field Engineer V	\$116.00
Field Engineer IV	\$108.00
Field Engineer III	\$100.00
Field Engineer II	\$92.00
Field Engineer I	\$84.00
Engineering Technician V	\$102.00
Engineering Technician IV	\$94.00
Engineering Technician III	\$86.00
Engineering Technician II	\$78.00
Engineering Technician I	\$70.00
Administrative Assistant	\$42.00
Software Usage Fee (Milsoft, PLS-CADD, etc.)	\$10.00 per hour
Car Usage Fee (Surveying, Staking, etc.)	\$10.00 per hour
Ground Testing	\$100.00 per test site
GPS Usage Fee (Surveying, Staking, etc.)	\$206.00 per day
Relay Test Set Usage Fee	\$450.00 per day
Expenses: Printing, Lodging, Meals, Transportation, Telephone, Postage, Shipping, Miscellaneous, etc.	Actual Cost

If, in the opinion of the Owner, it is necessary to perform additional services outside the norm of a 40 hour work week, or it is necessary to provide emergency support in the field or at the Owners' office(s), the Owner agrees to pay time and a half to the Engineer for these additional services.

The Engineer shall maintain accurate records of all expenditures with respect to the services performed under this Agreement and in sufficient detail to serve as a basis for his preparation of statements of engineer's fees and as a basis for the Owner's approval of such statements. The Engineer's Statements shall show separately the compensations for inspection and certification of work order construction and shall list the numbers of the Inventories of Work Orders to which it applies. The Engineer shall submit a statement to the Owner each month for all compensation due hereunder for the preceding month. Unless otherwise specified, the Owner shall pay the Engineer within ten (10) days after approval of such statements by the Owner.

The foregoing compensation shall include the use of the following instruments: All drafting instruments; surveyor's transit, chain or tape and ordinary surveying instruments; and ordinary office equipment. The use of additional equipment, which may be required shall be compensated for at rates to be agreed upon by the Owner and the Engineer.

6.0 Conclusion

ECE has the personnel, experience, availability, and qualifications to perform the scope required by the Town of Smithfield for this substation rebuild project. ECE values the relationships that have been developed with electric co-ops and public utilities over the company's history. We are an employee-owned engineering consulting firm that values integrity, competence, and loyalty to our clients.

For any questions or comments concerning the submitted qualifications, please contact:

Josh Black, PE (Primary Contact)
President/CEO
215 N. Ames Street, Suite 500
Matthews, NC 28105
Email: jblack@ecepowers.com
Phone: 704-650-6621

Tony Pearce, PE
Vice President-Garner
155 US Hwy 70W
Garner, NC 27529
Email: tpearce@ecepowers.com
Phone: 919-773-9787

**NORTH CAROLINA
TOWN OF SMITHFIELD**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of May, 2025, by and between the **TOWN of SMITHFIELD**, a political subdivision of the State of North Carolina, (hereinafter referred to as "TOWN"), and Electrical Consulting Engineers Inc. a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The TOWN will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the TOWN in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **TERM OF CONTRACT.** The Term of this contract for services is from May 21, 2025 to December 30, 2028 unless sooner terminated as provided herein.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from TOWN an amount not to exceed Seventy-five Thousand and No Dollars (\$ 75,000.00) as full compensation for the provision of Services. TOWN agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the TOWN, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to TOWN by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by TOWN.
4. **INDEPENDENT CONTRACTOR.** TOWN and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of TOWN for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the TOWN and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$ 100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the TOWN, which immunity is hereby reserved to the TOWN.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by TOWN, and CONTRACTOR may be declared ineligible for further TOWN contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Johnston and the State of North Carolina.
9. **TERMINATION.**
 - 9.1 **EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:
 - a. Failure to perform the Services satisfactorily or on schedule,
 - b. Failure to submit any report required hereunder; and/or
 - c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the TOWN may take one or more or all of the following actions:

1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
2. Deduct any and all expenses incurred by the TOWN for damages caused by the Contractor's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

9.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 9.1 or 9.2, shall not form the basis of any claim for loss of anticipated profits by either party.

- 10. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of TOWN. CONTRACTOR has no authority to enter into contracts on behalf of TOWN.
- 11. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

TOWN OF SMITHFIELD
ATTN: PUBLIC UTILITIES DEPARTMENT
230 HOSPITAL ROAD
SMITHFIELD, NORTH CAROLINA 27577

CONTRACTOR
ATTN: Electrical Consulting Engineers Inc.
215 N AMES STREET, SUITE 500
MATTHEWS, NC 28105

- 13. AUDIT RIGHTS.** For all Services being provided hereunder, the TOWN shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 14. TOWN NOT RESPONSIBLE FOR EXPENSES.** TOWN shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 15. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 16. ENTIRE CONTRACT.** This contract, including Attachment 1, shall constitute the entire understanding between TOWN and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 17. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

18. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

19. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

20. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

TOWN OF SMITHFIELD

Michael L. Scott, Town Manager

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

Andrew Harris, Town of Smithfield Chief Financial Officer

CONTRACTOR

By:_____
Authorized Representative

Print Name:_____

Title:_____

ATTACHMENT 1” to follow

ATTACHMENT 1

SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the **Town of Smithfield** (hereinafter referred to as “Town”), and **Electrical Consulting Engineers Inc** (hereinafter referred to as “Contractor”), which contract is dated **May 21, 2025**.

CONTRACTOR hereby agrees to provide services and/or materials to the Town pursuant to the provisions set forth below.

I. Background/Purpose (Why): The purpose and intent of this request is to establish a contract with Electric Consulting Engineering Inc. to perform engineering design services for the purposes of improving the Town’s electric delivery point #1 on Hospital Road, in Smithfield, NC.

II. References: The following documents are incorporated herein by reference to them: The Contractor was given a set of Town infrastructure maps, a copy of the most updated GIS map of the electric distribution system and was engaged through conversation about the goals & related issues.

III. Work/Requirements (What and Where): In accordance with the submitted proposal, provided by the contractor; the contractor will furnish the material, equipment, & labor to execute the work. Work is to be completed at 231 Hospital Road, in Smithfield, NC.

IV. Schedules/Timelines (When): The Contractor shall proceed with engineering design services once the contract is executed and will have finished operations by December 31, 2028, presuming construction is complete.

V. Transmittal/Delivery/Accessibility (How): The Contractor is required to provide the necessary labor, security and safety measures to uphold this contract. Work is to be completed at 231 Hospital Road, in Smithfield, NC.

VI. Payment: Invoices and required warranties, permits or additional submittals shall be forwarded to Town Representative for review. Upon payment authorization, invoices will be paid net 30. Invoices and forms submitted MUST reference Town of Smithfield funds reservation number assigned to this contract. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The Town may withhold payment if required reports or submittals are not received. For this work the contractor will be paid a an hourly fee, for a total not to exceed \$ 75,000.00; in accordance with the attached proposal, provided by the contractor.

AMENDMENT TO BOILER PLATE CONTRACT

(350 East Market Street, Smithfield)

THIS AMENDMENT TO CONTRACT (“Amendment”) is made as of _____, 2025, by and among Electrical Consulting Engineers Inc. (“Contractor”), and the Town of Smithfield (“Town”).

RECITALS:

- A. Contractor desires to enter into a Contract with Town according to a form supplied, a boiler plate contract, by Contractor and used in its normal business, which agreement is hereinafter referenced as the Contract and dated approximately simultaneously with this Amendment.
- B. It is efficient for Town to enter small contracts such as this on forms supplied by Contractor so as to avoid the time and expense of more formally drafted contracts but Town desires to preserve for itself certain basic contractual provisions in all contracts.
- C. The Parties hereto have therefore agreed to the following Amendment to Contract.

AGREEMENT:

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

1. Miscellaneous:

- a. Clause Control. Due to the volume of vender and independent contractor agreements submitted to the Town of Smithfield that would be too time consuming to redraft, this miscellaneous paragraph (subparagraphs a-n) is being inserted in Town Contracts and the provisions of this miscellaneous paragraph will control over all other provisions of the contract.
- b. Merger and Modification. This instrument constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. All negotiations, correspondence and memorandums passed between the parties hereto are merged herein and this agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modification of this instrument shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.
- c. Waiver. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.
- d. Caption and Words. The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this instrument. All words and phrases in this instrument shall be construed to include the singular and plural number, and the masculine, feminine or neuter gender, as the context requires.
- e. Binding Effect. This instrument shall be binding upon and shall insure to the benefit of the parties and their heirs, successors and permitted assigns.
- f. North Carolina Law. This instrument shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

- g. Forum Selection. In any action arising from or to enforce this agreement, the parties agree (a) to the jurisdiction and venue exclusively of the state courts in Johnston County, North Carolina.
- h. Limitation of Liability. No party will be liable to another party, or to the extent this agreement may limit the same to any third party, for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or relating to this agreement, whether the claims alleges tortuous conduct (including negligence) or any other legal theory.
- i. Two Originals. This instrument may be executed in two (2) or more counterparts as the parties may desire, and each counterpart shall constitute an original.
- j. Follow Through. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this instrument.
- k. Authority. Any corporate party or business entities and its designated partners, venturers, or officers have full and complete authority to sell, assign and convey the contracts and assume the obligations referred to herein; said corporations or entities are in good standing under North Carolina law.
- l. Severability. If any one or more of the terms, provisions, covenants or restrictions of this agreement shall be determined by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Contract shall for any reason be determined by a Court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed, by limiting or reducing it, so as to be enforceable to the extent compatible with the then applicable law.
- m. Contract Termination. The Town may terminate this contract without cause on 5 days' notice.
- n. Pre-Audit Certification. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.

Andrew Harris, Town Budget Officer

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the day and year first above written.

Town:

By: _____
Town Manager

CONTRACTOR,
a North Carolina _____

By: _____

Business Name: _____



Request for Town Council Action

Business Item: Vested Rights Extension
Date: 05/20/2025

Subject: Harvest Run Rights Extension Request
Department: Planning Department
Presented by: Planning Director - Stephen Wensman
Presentation: Business Item

Issue Statement

The developer of Harvest Run, Case # S-21-07 is requesting an extension of the vested rights for the project.

Financial Impact

N/A

Action Needed

To decide whether to extend the vested rights for the Harvest Run development.

Recommendation

Staff recommend the council consider the changes that have occurred since the approval of the development and decide whether to extend the vested rights as requested by the owner.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Letter requesting the Harvest Run extension of vested rights.
3. Approved Preliminary Plat
4. Site Plan Permit for Harvest Run, June 12, 2023



Staff Report

**Business Vested
Item: Rights
Extension**

Overview:

Harvest Run is a residential development with 96-detached single-family lots and 69-townhouse lots that received conditional preliminary plat approval on December 7, 2021. The plat approval with conditions, including a conditional approval based on construction plan approval which was issued on June 12, 2023. The two-year vested rights will expire on June 12, 2025, unless extended by the Town Council.

The developer is requesting a 1-year extension to June 12, 2026. The Council can extend them for a period of up to 5 years.

Vested Right:

The Unified Development Ordinance (UDO) Section 4.71 establishes a developer's vested right when the Town Council approves a site-specific development plan. That vested right expires after a period of 2-years if no building permit applications have been filed with the town to construct the use or uses in the plan.

Changes Since Approval:

Since approval, many other single and multi-family developments have been constructed in town. Marin Woods, an adjacent development, is under construction with a mix of detached single-family homes and townhomes. Marin Woods was designed with secondary temporary emergency access that was to be removed when and if Harvest Rund developed.

Zoning and Comprehensive Plan:

Harvest Run received a R8-Conditional Zoning approval. The area is guided as mixed use in the comprehensive plan.

Recommendation:

Staff recommend the Council consider the changes that have occurred since the approval of the development and decide whether to extend the vested rights as requested by the owner.

Harvest Run, LLC

506 Main Street Gaithersburg, MD 20878 | 919-868-3102 | brian@natelli.com

05/02/2025

Re: Request for Vested Rights Extension for Harvest Run Subdivision

Dear Mr. Wensman:

Harvest Run, LLC would like to request an extension of 1 year for the Vested Rights for Harvest Run Preliminary Plat and approvals which is set to expire on June 14th, 2025.

Please let us know what steps we need to take to have Town Council consider this request. We look forward to working with you, your staff, and Town Council through this process.

Sincerely,

Brian T. Massengill

Brian T. Massengill, Authorized Person
Harvest Run, LLC

ZONING PERMIT

PERMIT NUMBER: SUB23-000005
 PERMIT ISSUED FOR: Major Subdivision
 PERMIT ISSUE DATE: 06/12/2023



24 HOUR ADVANCED NOTICE REQUIRED
 FOR ALL UTILITY CONNECTIONS

Applicant and Site Information

Business Name or Type of Project: Harvest Run	Project Address: 400 NC 210 Hwy	Business Phone #: (919) 859-5663
Property Owner: Harvest Run LLC	Property Owner Address: 506 Main Street Gaithersburg, MD 20878	Owner Phone #:
Applicant Name: Timmons Group	Applicant Address: 5410 TRinity Road Raleigh, NC 27607	Applicant Phone #: (919) 859-5663
Subdivision: Harvest Run	Area in SQ FT:	# of Parking Spaces:

Zoning Information

Zoning: R-8CZ	Front Setback: varies	Side Setback: varies	Rear Setback: varies	Corner Side: varies
Tax ID#: 15077009	Within 100 Year FloodPlan? No	Stormwater Detention Required? Yes	Site Plan Required? Yes	City or ETJ: City

Fire Department Comments:

Project must comply with all applicable fire codes.

Proposed Use: Residential Subdivision	Change in Use? Yes	CUP?	CUP File Number: S-21-07	CUP Approval Date:
---	------------------------------	-------------	------------------------------------	---------------------------

COMMENTS AND CONDITIONS OF APPROVAL: 1. ZONING PERMIT ONLY. BUILDING PERMITS TO BE ISSUED BY JOHNSTON COUNTY BUILDING INSPECTIONS. 2. PROJECT SHALL BE BUILT IN ACCORDANCE WITH ATTACHED SITE PLAN AND/OR SIGN DRAWINGS. 3. PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL TOWN OF SMITHFIELD REGULATIONS AND STANDARD DETAILS AND SPECIFICATIONS.

Project must be constructed in accordance with the approved preliminary subdivision and construction drawing stamped approved on 6/13/2023. Separate subdivision sign permits required. contact Johnston County Building Inspections for all required building permits.

Signature Block

THE APPLICANT AGREES TO COMPLY WITH ALL BUILDING AND ZONING REGULATIONS AND OTHER LAWS APPLICABLE TO THE USE OF THIS STRUCTURE AND FACILITIES REFERENCED TO HEREIN. THE PERMIT INSURED FOR WORK SHALL EXPIRE BY LIMITATION SIX MONTHS AFTER THE DATE OF ISSUANCE IF THE WORK AUTHORIZED HAS NOT BEEN COMMENCED. IF AFTER COMMENCEMENT THE WORK IS DISCONTINUED FOR A PERIOD OF 12 MONTHS, THE PERMIT THEREFORE SHALL IMMEDIATELY EXPIRE. NO WORK AUTHORIZED BY ANY PERMIT THAT HAS EXPIRED SHALL THEREAFTER BE PERFORMED UNTIL A NEW PERMIT HAS BEEN SECURED. I UNDERSTAND AND ACCEPT THE TERMS OF THIS PERMIT:

Signature

Address

Phone Number

Mark E. Helmer

June 12, 2023

Approved By

Date

250.00
Zoning Permit Fee



Request for Town Council Action

Business
Item: **MOU**
Date: 05/20/2025

Subject: Water/Sewer Authority MOU
Department: Water & Sewer
Presented by: Town Manager - Michael Scott
Presentation: Business Item

Issue Statement

The Town Council is asked to considering joining into a Memorandum of Understanding (MOU) with other Johnston County communities to explore and establish a regional utility authority for water and sewer.

Financial Impact

No Financial Impact at this time

Action Needed

Approve entering into the attached memorandum of understanding or deny entering into the attached memorandum of understanding with other local communities.

Recommendation

Approve entering into the MOU for water and sewer system collaboration.

Approved: ☒ Town Manager ☐ Town Attorney

Attachments:

1. Staff Report
2. Memorandum of Understanding



STAFF REPORT

**Business MOU
Item:**

Date: 05/20/2025

The attached Memorandum of Understanding (MOU) was circulated during a recent meeting among Johnston County Mayors as a means to further explore the creation of a water and sewer authority to manage and administrate water and sewer infrastructure currently owned and operated by local communities. The regionalization approach is hoped to bring increased funding and grant opportunities to the authority, should it be created.

No funding is requested as part of entering into the MOU, however it is likely that at some point funding will be needed to take the next steps to move the water & sewer authority from a conceptual state to an employed planning unit to create the authority.

Any funding would require Council approval during a future council meeting.

By entering into the agreement, it creates an opportunity for Smithfield to further evaluate the need for a water & sewer authority and its impact on Smithfield customers and any positive or negative impact the authority might have on current and future operations.

**MEMORANDUM OF UNDERSTANDING
REGARDING REGIONAL WATER SYSTEM COLLABORATION
AMONG MUNICIPALITIES IN JOHNSTON COUNTY**

This Memorandum of Understanding ("MOU") is made and entered into as of [Effective Date], by and between the undersigned municipalities within Johnston County, North Carolina ("the Parties"), with the intent to explore and establish a regional utility authority.

1. Purpose & Intent

The purpose of this MOU is to outline a cooperative effort among the Parties to evaluate and advance regional utility system solutions. This collaboration aims to enhance utility reliability, improve infrastructure efficiency, and optimize cost-sharing strategies.

2. Background & Need for Regionalization

The municipalities within Johnston County recognize the challenges associated with providing safe, reliable, and cost-effective utility services. These challenges include:

- Capacity limitations due to population growth.
- Aging infrastructure requiring costly upgrades.
- Compliance with evolving state and federal regulations.
- Increasing costs associated with utility operations.

Regional collaboration may offer opportunities to mitigate these challenges through shared resources, cost efficiencies, and improved system resilience.

3. Areas of Cooperation

The Parties agree to immediately explore opportunities for cooperation, including but not limited to:

- Regional Utility Authority formation.
- Joint water supply sourcing and treatment.
- Shared infrastructure investment and maintenance.
- Bulk purchasing of water / wastewater related materials and resources.

- Coordinated grant applications for state and federal funding.
 - Establishing consistent policies and rate structures.
-

4. Responsibilities of Each Party

Each Party agrees to:

- Participate in discussions and planning efforts.
 - Share relevant data and reports related to their utility systems.
 - Consider collaborative funding opportunities.
 - Engage in good faith negotiations to develop a long-term agreement(s) *and / or regional authority, if feasible.*
-

5. Decision-Making & Governance Structure

The Parties agree to form a regional utility authority, consisting of representatives from each municipality, to oversee discussions and planning efforts.

6. Financial & Legal Considerations

- Any financial commitments or cost-sharing agreements shall be determined through subsequent negotiations and formal agreements.
 - This MOU is non-binding and does not create any legal or financial obligations for the Parties.
 - Each Party retains autonomy over its utility operations unless a formal regional agreement is executed between parties.
-

7. Next Steps & Timeline

To facilitate progress, the Parties agree to the following next steps:

1. To begin good faith negotiations to develop a long-term agreement(s) and/or to c
Create a Regional Utility Authority with an initial focus on Water / Wastewater.
2. Identify potential funding sources for regional projects.

3. Develop a timeline for feasibility studies and infrastructure planning.
 4. Provide updates to respective municipal councils for ongoing approval and input.
-

8. Term & Amendments

- This MOU shall remain in effect for an initial period of one (1) year from the Effective Date, with an option for renewal.
 - The Parties may amend this MOU by mutual written agreement.
-

9. Signatures & Approval

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

[Municipality Name]

By: _____

Title: _____

Date: _____

[Municipality Name]

By: _____

Title: _____

Date: _____

(Additional municipalities may sign as needed.)

