

SMITHFIELD TOWN COUNCIL AGENDA

June 7th, 2016 at 7:30 p.m.

Held at Smithfield Center, 220 N. Church Street



A. INFORMATIONAL SECTION:

1. Manager's Report

- a. Smithfield Police Accreditation Award Presentation
- b. May Activity Report

B. UPCOMING MEETINGS AND ACTIVITIES:

- June 7 - 7:30 p.m. – Town Council Meeting
- June 14 - 6:30 p.m. – Smithfield Planning Commission Meeting
- June 21 - 6:30 p.m. – Board of Historic and Architectural Review
- June 27 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)
 - Police Committee
 - Water and Sewer Committee
 - Finance Committee
- June 27 - 6:00 p.m. Continued Town Council Meeting
- June 28 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)
 - Parks and Recreation Committee
 - Public Works Committee
 - Public Buildings and Welfare Committee

NOTE: All of the above public meetings will be held at the Smithfield Center, unless otherwise noted.

C. Public Comments:

The public is invited to speak to Council on any matters, except scheduled public hearing(s). There will be a separate sign up sheet for public hearings. For public comments please use the appropriate sign-up sheet and include your preferred method of contact. Comments are limited to five (5) minutes per person. Any required response(s) from the Town will be provided in writing following the meeting.

- A. Briefing by Mr. Richard Grice, Isle of Wight County Board of Supervisors, Smithfield District

D. Council Comments

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council Meetings. ADA compliant hearing devices are available for use upon request. Please call (757) 356-9939 at least 24 hours prior to the meeting date so that proper arrangements may be made.

E. Summary of Consent Agenda Items

- a. Police Committee Chair, Mrs. Denise Tynes
- b. Water and Sewer Committee Chair, Vice Mayor Andrew Gregory
- c. Finance Committee Chair, Mr. Randy Pack
- d. Public Buildings and Welfare Committee Chair, Dr. Milton Cook

CONSENT AGENDA ITEMS

C1. Resolution for Appointment/Reappointment to the Smithfield Certified Crime Prevention Team **TAB # 1**

Police Committee Chair, Mrs. Denise Tynes

C2. Motion to Adopt Amended Water and Sewer Agreement between Isle of Wight County and the Town of Smithfield **TAB # 2**

Water and Sewer Committee Chair, Vice Mayor Andrew Gregory

C3. Invoices Over \$10,000 Requiring Council Authorization

Finance Committee Chair, Mr. Randy Pack

- | | | |
|----|--|-------------|
| a. | Christian Outreach Programs | \$14,000.00 |
| b. | J & B Hartigan (Police Evidence Storage Project) | \$88,039.84 |
| c. | Smithfield Volunteer Fire Department (Run Money) | \$13,000.00 |

C4. Motion to Award Demolition Services Contract to WACO, Inc.

Public Buildings and Welfare Committee Chair, Dr. Milton Cook

ACTION SECTION

1. PUBLIC HEARING: Amended Budget for FY 2015/2016

- a. Staff Presentation by Town Treasurer, Ms. Ellen Minga
- b. Public Hearing Open
- c. Public Hearing Closed
- d. Consideration by Finance Committee Chair, Mr. Randy Pack

2. PUBLIC HEARING: Proposed Budget for FY 2016/2017

- a. Staff Presentation by Town Treasurer, Ms. Ellen Minga
- b. Public Hearing Open
- c. Public Hearing Closed
- d. Consideration by Finance Committee Chair, Mr. Randy Pack

3. **Motion to Authorize Partial Payment of Construction Costs for Natural Playground at Windsor Castle Park**
Parks and Recreation Committee Chair, Ms. Connie Chapman
4. **Motion to Approve the Town Council Meeting Minutes of May 3rd, 2016**
Mr. William H. Riddick, III, Town Attorney
5. **New Business:**
 - a. **Motion to Accept Nominating Committee's Recommendation to the Circuit Court to fill the Expiring Term of Catherine Bowden (6-30-2016) on the Board of Zoning Appeals**
6. **Old Business:**
7. **Closed Session:**
8. **Meeting Continued until June 27, 2016**

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

**FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER**

SUBJECT: MONTHLY ACTIVITY REPORT – MAY 2016

TOWN MANAGER'S OFFICE:

- a. Attended/participated in the following meetings and activities: Triad Conference hosted at the center, NLC-RISC Trustees Conference in San Antonio, Texas (as a VML Insurance Programs board member), video interview for upcoming State of the County breakfast, tourism Hospitality Heroes breakfast, Water Supply Planning meeting with Mayor Williams and Isle of Wight County representatives, ICMA Gettysburg Leadership Institute in PA, Project kickoff meeting for Joe Luter, Jr. Sports Complex, HRCJTA (regional police academy) Executive Committee and board meeting in Newport news, Exit interview with Smithfield Police Officer Daniel Fordham, and preparation meetings for upcoming Friendship City Ceremony with Smithfield Foods.

TOWN CLERK'S OFFICE:

- a. Transcribed and proofed the monthly minutes from Town Council, Planning Commission, Board of Historic and Architectural Review and the Board of Zoning Appeals for the month of May
- b. Attended Special Finance Committee Work Session to discuss FY 2016/2017 Budget, May 10th.
- c. Attended Employee Health and Dental Insurance Benefits meeting at the Smithfield Center, May 11th.
- d. Attended Pinewood Heights Management Team Meeting, May 17th.
- e. Attended Records Management and FOIA Compliance Workshop along with Debbie Bennett and Annette Crocker in Richmond, May 19th.
- f. Prepared May Town Council Committee Agenda and June Town Council Agenda.

- a. Attended Town Council Committee meetings on May 23rd and 24th and prepared summary reports from committees.
- b. Continue to work on organizing town records now that they have been moved to the building behind us.

TREASURER'S OFFICE:

- a. Took sick day on May 3 for daughter's surgery.
- b. Prepared for special budget workshop on May 10.
- c. Attended health/dental plan employee meeting on May 11 at the Smithfield Center.
- d. Finalized changes and prepared summary budgets on May 16 for the Town Attorney to publish public notices.
- e. Attended Pinewood Heights Management Team Meeting on May 17 at the Smithfield Center.
- f. Prepared bank reconciliations and financial statements for the Finance Committee meeting on May 23.
- g. Worked with auditors on site on May 23 and May 24.

PUBLIC WORKS:

- A. Staff performs the following duties on a monthly basis:
Miss Utility marking, read meters for billing and to transfer property owners, cut offs and cut-ons, check pump stations daily, install and repair street signs, replace and repair broken water meters, take a minimum of 9 water samples and have them tested, flush water lines, repair water leaks, repair radio reads after each reading if needed, maintenance on town owned buildings.
 - Sonja Eubank attended training and passed the exam for certification as a Virginia Contracting Officer through the Virginia Institute of Procurement
1. Sewer Line Repairs and Maintenance:
 - a. Sewer line cleaning on various pump station basins.
 - b. Located and repaired sewer cleanouts in the Red Point area.
 - c. 110 N.Mason St. - unclogged sewer line with sewer machine.
 - d. Performed repairs on various pump station basins that were found when Draper Aden completed sewer main line inspections.
2. Sewer Pump Station Repairs and Maintenance:
 - a. Weekly and daily checks on all 27 pump stations.
 - b. Performed the following scheduled maintenance at all pump station
 - Cleaning of wet-wells
 - Alarms testing
 - Sump pump cleaning
 - Check Valve cleaning and repair

Generator checks / Godwin pump checks

Control Panel / Flow monitor checks

Fence and Grounds inspections

Inspected Structure

Inspect and clean pumps

Level system check

Test limit switches

Bar screen cleaning

Rain gauge cleaning

- c. Replaced bad front head and volute on pump #1 at Main St. pump station.
- d. REW replaced bad batteries in plc's at some of our pump stations.
- e. Replaced starter on gen set at Bradford Mews.

3. Water line Repairs and Maintenance

- a. Repaired water leak at 1933 S.Church St.
- b. 204 Grace St - relocated water meter.
- c. Relocated water meters at 213,217 and 219 James St.

4. Well Repairs and Maintenance

- a. All wells except 8A and 10 (at RO Plant) are off now that RO plant is running. Upgrades to well houses have been completed to keep wells in operating condition in case of an emergency. Emergency wells are flushed, sampled, and inspected once a month.

5. Water Treatment Plant

- a. Daily lab analysis, monthly sampling and reports for VDH, HRSD, DEQ and RO contractors.
- b. Performed monthly routine tasks including but not limited to:
 - 1. Daily Inspection of RO Plant and grounds
 - 2. Monthly Tank inspections.
 - 3. Inspect and exercise plant generator monthly.
 - 4. Fill anti-scalant day tank.
 - 5. Truck Inspections.
 - 6. Clean lime lines.
 - 7. Service online fluoride and chlorine analyzers.
 - 8. Calibrate online turbidimeter and pH meter.
 - 9. Check and replace air filters
 - 10. Test Alarms.
- c. Operators removed 12 membranes from 3rd stage of RO skid and shipped them to Avista technologies for off-site cleaning and restoration. (OSCAR).
- d. Operators greased bearings and or changed oil in well pumps 8A and 10, RO booster pump, high service pumps, and lime feeder system.
- e. Atlantic Constructors technician repaired Freon line on chemical room AC unit.

- f. RE Mason representative tested bearings, vibration, and heat on all major RO Plant pumps and found them to be in good working order.

6. Safety

- a. Monthly truck inspections
- b. All Public Works employees attended Heat Stress safety training

7. Windsor Castle Park

- a. Cleaned off and repaired walking trails as needed. Trash cans, recycle bins, information stands and doggie bags are emptied, cleaned or refilled as needed on Mondays and Fridays.
- b. A general inspection of the park is conducted weekly to ensure that all park amenities are in good condition and are not in need of maintenance or repair. This inspection includes walking of the trails to inspect all pedestrian bridges, overlooks, and to identify possible problems with the trails. In addition inspections are made to the kayak launch and fishing pier to identify possible maintenance issues.
- c. Repairs made to trails after being identified during routine inspections.
- d. Installed some of the missing signage and ordered more signs.

8. Fog/Backflow Programs

- A. Fog inspections on FSE and monitoring of grease disposal is ongoing with a good level of compliance and cooperation from local businesses.
- B. Equipment (Sludge Judge) was purchased to better monitor the pumping of grease interceptors.
- C. The following locations had FOG inspections conducted this month
 - 1. Tops China
 - 2. Wendy's
 - 3. Cockeyed Roster
 - 4. Jalapenos'
 - 5. Sista's Café
 - 6. Dominoes
 - 7. Pizza Hut
 - 8. Subway
 - 9. Old Bay Seafood
 - 10. Anna's Pizza
 - 11. Hunan Express
- D. Backflow test reports are being submitted by residents and business with a good level of cooperation from the public. Plan review and inspections are

conducted on all new commercial structures to ensure they meet town requirements

9. Miscellaneous

- a. Grounds crews cut grass at town-owned property and rights-of-way weekly and empty trash cans on Monday and Friday
- b. Minor repairs at Town Hall and town buildings

PLANNING AND ZONING:

1. Planning Commission – May 10, 2016

- No meeting held.

2. Rezoning Applications under review

- None

3. Special Use Permit Applications under review

- None

4. Subdivision and Site Plans under review

- A. Parking Lot Expansion – 111 North Church St. – Smithfield Co., applicant.
- B. Clontz Park Boat Ramp – Clontz Way – Town of Smithfield, applicant.

5. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I (95% complete)
- B. Smithfield Manor Townhomes (95% complete)
- C. Lakeview Cove Condos (75% complete)

6. Board of Historic & Architectural Review – May 17, 2016

- A. Proposed Shed – 259 James Street – Contributing – James Phillips, Friends of the Library, applicants – Approved.
- B. Maintenance Violation - Demolition by Neglect – 502 Grace Street – Landmark – Mary Delk Crocker, owner – Motion to recommend Town Council accept offer of Pierceville House failed 6-1; no further action by the board resulted in the maintenance violation and demolition by neglect status standing.

7. Board of Zoning Appeals – May 17, 2016

- A. Special Yard Exception – 134 Lumar Road – Herbert & Kristen Munford, applicants – Granted.

ENGINEERING

- A. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans. Homes are under construction as per market demand.
- B. Lakeview Cove is now under new ownership. All E & S controls have been installed previously by the contractor as per the approved site plans and required by the Town.
- C. Blair Brother's Contr. repaired damaged concrete curb section near 420 Lane Crescent. Contractor started and completed clearing cross drain storm pipe and regrading ditch on Smithfield Blvd. from Willow Wood Ave. to Harrison Dr. Contractor also cleared cross drain storm pipe and regraded ditch on Bishops Circle and Thurston Drive.
- D. Erosion & Sedimentation control field inspections were performed and appropriate reports filed on the following active project: Moody Properties. Also Erosion & Sedimentation control field inspections for single family dwellings were performed at 11 locations throughout the Town and required reports were filed.
- E. Field inspections were held this month involving the Smithfield Lake Dam. No major structural deficiencies were found at this time.
- F. Cypress Creek Development; Contractor C. A. Barrs Constr., all work on project has now been completed including the roadway asphalt surface. The project is now under its one year warranty period.

**COMMITTEE
SUMMARY REPORTS**

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING
HELD ON MONDAY, MAY 23RD, 2016

The Police Committee met Monday, May 23rd, 2016 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mrs. Denise Tynes, Chair; Ms. Connie Chapman, and Mr. Andrew Gregory, Vice Mayor. Other Council members present were Dr. Milton Cook, Mr. Randy Pack and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. Steve G. Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Police Chief; Mr. Kurt Beach, Crime Prevention Specialist; Mr. William H. Riddick, Town Attorney. Also in attendance was Ms. Sue Ivy of the Windsor Castle Foundation Board.

Police Committee Chair, Mrs. Denise Tynes called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Appointment / Reappointment of Certified Crime Prevention Team – Mrs. Tynes mentioned that the staggered terms of the current appointees will expire on June 30th, 2016 and December 31st, 2016. She stated that the following members have agreed to serve on the 18 month term ending December 31st, 2017: Kurt Beach, Joseph Reish, Connie Chapman, and Clarence Seamster. She also stated that the following members have agreed to serve on the 12 month term ending June 30th, 2017: Marian Aidan, Martha Jackson, Mary Holmes, Bob Cole, and Joyce Bowser. There were no concerns expressed and committee recommended approval of the above appointees to the Smithfield Certified Crime Prevention Team.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Operational Updates – Chief Bowman reported that the Police Department had received an e-mail from a concerned citizen in regards to speeding on Jericho Road. The speed trailer was setup on Jericho Road for a period of five days. The survey indicated that 1,773 vehicles passed the trailer coming in from South Church Street with an average speed of 19.6 mph. The posted speed in that area is 15 mph therefore the Police Department does not recommend any changes. Mrs. Tynes asked if the speed trailer would pick up bicycles as well. Chief Bowman replied that it would. Chief Bowman also reported that they are recruiting for two new officers. Officer Daniel Fordham has submitted his resignation and will be joining the Newport News Police Department. Officer Nicole Pittman will be leaving the department this summer due to marriage and she will be relocating to Hawaii. Mrs. Tynes asked how long these officers have been with the town. Chief Bowman stated that Officer Fordham has been with the town five or six years and Officer Pittman has been with the town approximately four years. Chief Bowman also read a press release from the Isle of Wight Sheriff's Office in regards to a cyber tip from the National Center for Missing and Exploited children. A subsequent investigation by Isle of Wight investigators led to 8 felony warrants for Distribution of Child Pornography against 48-year old Christopher Alan Hogge who resides in the Battery Park area. The suspect was transported to the Western Tidewater Regional Jail. The Smithfield Police Department will be keeping an eye out for any victims in the Smithfield area.

2. Police Evidence Storage Building Renovations: Monthly Update – Mr. Camden was present to give an update on the Police evidence storage building. He stated that a punch list was done and everything on that list was completed by May 16th. On May 18th the Town Manager was notified that the building was ready to be occupied; however there are a couple of change orders that need to be done. The first change order is the replacement of four motors on the rollup bay doors. There are a total of eight roll up doors; however four of the motors have already been replaced as they were included in the original contract. At that time the four that are being replaced with this change order appeared to be newer and would not need to be replaced so they were not included in the original contract. Change order number two is a request by Lt. Rogers for the purchase of two additional card readers to be installed on the exterior metal doors. Mr. Pack asked if these two change orders are included in the final invoice submitted by the contractor. Mr. Camden stated that these latest change orders are not included and will be invoiced separately. Committee has been pleased with the contractor's performance during the entire project. Staff will schedule a tour of the newly renovated police evidence storage building prior to the June 27th Police Committee.

The meeting adjourned at 4:15 p.m.

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE
MEETING HELD ON MONDAY, MAY 23RD, 2016

The Water & Sewer Committee held a meeting on Monday, May 23rd, 2016 at 4:15 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mr. Andrew Gregory, Vice Mayor; and Mrs. Denise Tynes. Other Council members present were Dr. Milton Cook, Ms. Connie Chapman, Mr. Randy Pack and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; Mr. Steve Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Police Chief; Also in Attendance was Ms. Sue Ivy and Ms. Gina Ippolito of the Windsor Castle Foundation Board. There was no media represented.

Water and Sewer Committee Chair, Andrew Gregory called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA

1. Update on Water and Sewer Agreement between Isle of Wight County and the Town of Smithfield – The Town Manager mentioned that Town Council at their May 3rd Town Council meeting adopted the utility agreement between the Town and County that the Town Attorney had prepared. The Board of Supervisors made a few minor changes and adopted the utility agreement at their May 19th meeting. The Town Attorney stated that he and the Town Manager have reviewed and agree that they are minor changes. Dr. Cook asked that the modified agreement be included in their Town Council packet with the changes noted in red. The modified agreement will be placed on the Town Council Agenda for re-adoption.

2. Additional Item Discussed: Joint meeting with County Staff in regards to Overall Water Plan - The Town Manager reported that he and Mayor Williams attended a meeting at the new Isle of Wight Rescue Squad Facility that was largely made up of County staff. The meeting recapped the whole Norfolk water deal. Currently, Isle of Wight County is working on the water loop system along Benns Church Boulevard. At this time in the event of an emergency the County could not provide the town with water until the loop is complete. The framework for the water task force was also discussed. The Town continues to work with Draper Aden Associates on the town's water system master planning and what needs to be done to buildout the town's existing corporate limits. Both the Town and the County are starting the planning process. The Town Manager stated that he, the interim County Administrator and Windsor's Town Manager will be meeting next week to discuss the next steps. Mayor Williams stated that the communication during the meeting was good and everyone got along well. It was mentioned that the Town of Windsor has applied for their groundwater withdrawal permit. Committee asked how the task force would be comprised. The Town Manger stated that it was discussed; however there was no conclusion at this time.

The meeting adjourned at 4:23 p.m.

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, MAY 23RD, 2016

The Finance Committee held a meeting on Monday, May 23rd, 2016 at 4:23 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Mr. Andrew Gregory, Vice Mayor; and Dr. Milton Cook. Other Council members present were Ms. Connie Chapman, Mrs. Denise Tynes, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; Ms. Amy Musick, Smithfield Center Director; Mr. Steve G. Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Chief of Police; and Ms. Judy Winslow, Director of Tourism. Also in attendance were Ms. Sue Ivy and Ms. Gina Ippolito of the Windsor Castle Foundation Board; and Tyler Jones (Intern for Treasurer's Office from the College of William and Mary). There was no media represented.

Committee Chair, Mr. Randy Pack called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL AGENDA

1. Public Comment: Ms. Sue Ivy and Ms. Gina Ippolito of the Windsor Castle Park Foundation Board were present to request up front funding from the town for the natural play area at Windsor Castle Park. If possible they would like to start construction of the natural play area this summer. At this time the Foundation Board has raised \$140,000 and the cost estimate for the play area is \$200,000. A \$60,000 commitment from the town would be needed until additional funds are raised. They will also need the town's help with the type of fence to be installed around the toddler play area. They would like to have a fence that blends much like the style that was used for the dog park. The hope is that the Foundation Board will pay this money back to the town within the next two years as they continue their fundraising efforts. The Foundation Board was granted

a 501c3 approximately a year and a half ago Committee stated that they understand the need to get started on the play area soon but the town does not have the money in the budget. Vice Mayor Gregory asked if the town could roll this money into the financing that the town is already looking at for other big projects as it will be used to make improvements to town property. Mr. Pack asked why it is so important to do this now and not wait until they have raised all the money for the play area. Ms. Ivy stated that some of the money that has been pledged to the play area is in the form of a grant and if construction does not begin soon they will lose that funding. She explained that the Foundation Board is doing what Council created the foundation to do which is raise money; however they feel that they would get more donations if they start the construction of the play area so people see where their money is going. Mr. Pack asked for the Town Attorney's advice on how to proceed. The Town Attorney stated that the Foundation Board is looking for a commitment from the town that if additional funding is needed over the \$140,000 that they have raised the town will front the money and the Foundation Board will pay it back once additional funds are raised. It would be an expense on the town's budget; however when it is paid back it will be listed as a contribution to the town. Committee recommends forwarding this item to Town Council. It will be listed on the agenda as an action item for further consideration.

2. Invoices Over \$10,000 Requiring Council's Authorization:

a. Christian Outreach Program \$14,000.00

This invoice is for the town's budgeted contribution to the Isle of Wight Christian Outreach Program from FY 2015/2016. Committee recommends payment of contribution.

b. J & B Hartigan \$88,039.84

This invoice to J and B Hartigan is for the renovations to the police evidence storage building. All work from original contract has been completed and staff is pleased. Committee recommends approval of payment.

c. Smithfield Volunteer Fire Department \$13,000.00

This invoice is for the town's annual fuel fund contribution to the Smithfield Volunteer Fire Department. These funds are disbursed to volunteer members that respond to calls for service. Committee feels that this is a good thing that the town does for the volunteers of the Fire Department and the members do realize and appreciate the contribution. Ms. Minga explained that what the town gives the fire department is basically a donation that has been capped at \$13,000 regardless of the number of calls for service. Committee recommended payment of request from the Smithfield Volunteer Fire Department for fuel funds to be paid to volunteers responding to calls for service.

3. Pre-Public Hearing Discussion: Amended Budget for FY 2015/2016 - Ms. Minga reported that the biggest change was reclassifying line items from Capital to General Fund or General Fund to Capital. She stated that there will still be some adjustment for the Pinewood Heights Relocation Project. Big projects are always moving targets once they get started.

4. Pre-Public Hearing Discussion: Proposed Budget for FY 2016/2017 - Mr. Pack mentioned that he went through the original budget that was prepared by Ms. Minga. He stated that his goal was to not use money from reserves or raise taxes this year to make the budget balance. Mr. Pack passed out a handout that had both his and Ms. Minga's proposed budget with reductions in some expense line items. Supplies for the Town Manager's office have been reduced by \$1,500. Both traveling and training and supplies in the Treasurer's office were reduced \$1,000 each. Mr. Pack asked that the Police Department find a reduction of \$7,500 within their entire operating budget. Mr. Pack stated that the most reductions came from the Smithfield Center. Contracted Services were reduced by \$2,500; kitchen supplies were reduced by \$1,000; food service supplies will remain as is; AV supplies and repairs and maintenance were reduced by \$10,000; and landscaping was reduced by \$5,500. Isle of Wight Museum supplies were reduced by \$900.00. Mr. Pack stated that he also proposes reductions in annual contributions by 20% of what they were requesting. Under Public Works safety meetings and travel and training were reduced by \$2,000.00 each. Under Public Building contractual work was reduced by \$500.00 and repairs and maintenance was reduced by \$4,000.00. Ms. Minga pointed out that with the reduction in repairs and Maintenance under Public Buildings the interior of Town Hall will not be painted this year. Under Capital Projects the Town Manager recommended deferring the James and Washington Street parking lot. The windows at Town Hall and the restrooms at the Smithfield Center were also deferred to another year for a total reduction of \$45,000. Mr. Pack stated that this proposed budget still allows for the 5% raises for all town employees. He mentioned that if the town decides to raise the threshold for business licenses then that will make up the difference to balance the budget without having to use reserves or raise Meals Tax and Transient Occupancy Tax. Ms. Musick did express some concern over landscaping at the Smithfield Center being reduced. It was also decided that the IOW Arts League would remain at a \$5,000 contribution due to it is based on a matching grant of \$5,000. Dr. Cook expressed his concerns that instead of reducing all the departments the town should reduce employee raises to 4%. Mrs. Tynes and Mr. Pack stated that they both disagree with Dr. Cook and the 5% pay increase for employees should be kept. Mr. Pack stated that town departments will be run more efficiently with the cuts that he is suggesting. Vice Mayor Gregory thanked Mr. Pack for taking the time to do the handout. He agrees with the 5% employee raises; however he does not agree with the reduction to the Western Tidewater Free Clinic and IOW Christian Outreach. He would like to see these organization fully funded. Discussion was held and it was decided that the IOW Christian Outreach would be funded \$11,500 of the original \$14,000 that was requested and the Western Tidewater Free Clinic would be funded \$37,750 of the original \$41,500 that was requested. This item will be on the June Town Council Agenda as an advertised Public Hearing.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. April Financial Statements and Graphs –

Revenues:

Ms. Minga stated that it has been a busy week with the auditors here and the Payroll Clerk out on vacation. She reported that Real Estate collections are very strong and should exceed proposed budget for FY 2015/2016. Franchise Tax is starting to filter in and Business Licenses is expected to exceed budget as well. Ms. Minga also mentioned that special events will exceed budget for FY 2015/2016.

Expenses:

Ms. Minga reported that some of the professional fees for the larger projects have been moved to the town's Capital budget now that the projects are moving forward. The \$100,000 for the Great Springs Road sidewalk project has been moved from Capital to the General Fund as a contribution to Isle of Wight County. Ms. Minga stated that in regards to the Pinewood Heights Relocation Project there will be numerous amendments due to Phase III. Ms. Minga explained that streetlight installation is high due to the additional streetlights installed at Kendall Haven and Colonial Avenue. The initial construction of the streetlights falls on the town's General Fund and then it gets moved over to the Highway Fund. Ms. Minga reported that the Sewer Fund is very similar to last year. Overall everything is where we expected for current year. Ms. Minga mentioned that the graphs for the Pinewood Heights relocation project have been removed until she can break the project out by phases.

2. April Cash Balances – Ms. Minga reported that cash balances remain very strong. The Investment Pool with VML/VACo is doing well also. Water = \$357,655.69; Water Debt Service = \$922,171.66; Water Capital Escrow Availability Fees = \$458,645.65; Water Treatment Plant Escrow = \$112,098.34; Water Deposit Account = \$107,425.98; Water Development Escrow = \$100,702.78; **Subtotal Water = \$2,058,700.10**. Sewer = \$5,809.13; Sewer Development Escrow = \$358,346.56; Sewer Capital Escrow Availability Fees = \$863,991.94; Sewer Compliance = \$1,465,362.90; **Subtotal Sewer = \$2,693,510.52**. Highway = **\$278,051.12**. General Fund = \$3,300,165.43; Payroll = \$236,932.47; Money Market General Fund Town Bank = \$2,194.63; Business Super NOW-General Fund = \$33,242.90; Money Market General Fund Farmers Bank = \$290,719.56; General Fund Capital Escrow = \$215,483.35; Certificate of Deposit = \$526,367.51; Certificate of Deposit Police Dept = \$36,817.81; Special Project Account =

\$2,546,149.58; Pinewood Heights Escrow = \$50,626.52; SNAP Program = \$2,264.75; Museum Account = \$122,702.98; Windsor Castle Acct \$37,000.00; **Subtotal General Fund = \$7,400,667.49. TOTAL ALL FUNDS = \$12,430,929.23.**

The meeting adjourned 5:41 p.m.

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE PARKS AND RECREATION
COMMITTEE MEETING HELD ON TUESDAY, MAY 24TH, 2016

The Parks and Recreation Committee held a meeting on Tuesday, May 24th, 2016 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Ms. Connie Chapman, Chair; and Mrs. Denise Tynes. Other Council members present were: Mr. Michael G. Smith, Dr. Milton Cook and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Amy Musick, Smithfield Center Director; Mr. William G. Saunders, IV, Planning and Zoning Administrator; Mr. Wayne Griffin, Town Engineer; Mr. Jessie Snead, Superintendent of Public Works; and Ms. Sonja Eubank, Office Manager of Public Works. Also in attendance were Mr. Jamie Weist of Kimley-Horn and Associates; Mr. and Mrs. Gay, Mr. Ron Braunhardt, Ms. Betty Clark, and Mrs. Carolyn Torre. There were approximately seven (7) citizens present including the ones mentioned above. The media was represented by Matt Leonard of The Smithfield Times.

Parks and Recreation Committee Chair, Ms. Connie Chapman called the meeting to order.

A. **MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.**

1. Operational Update – Ms. Musick reported that May has been a very busy month during the week and on the weekends. There have also been a few weddings at Windsor Castle Park. Upcoming events include the Memorial Day Service on Monday, May 30th at 11:00 a.m. at the Veterans Memorial. There is also a MS Bike Ride scheduled for Saturday June 4th. Participant's cars for this bike ride will remain in the park overnight through Sunday. Participants will leave Windsor Castle Park on Saturday and bike to Williamsburg where they will spend the night and return to the park on Sunday. Olden Days will be on June 25th. Ms. Musick also reported that kayak rentals started off great on May 7th with net revenue on the first day. Ms. Musick stated that the Windsor Castle Community Day was rained out however volunteers will be completing the slated

projects over the next couple of weeks. Ms. Chapman asked when the Eco counter will be moved. Ms. Musick stated that staff has decided to leave the Eco counter at one entrance for an entire year to collect data. Committee thanked Ms. Musick for the update.

2. Proposed Rate Increase for the Smithfield Center – Ms. Musick handed out a revised proposed rate increase that is across the board. It shows rate increases for both standard and resident rate. Current events that have been booked will stay at the current fee structure. The increased rates would provide a revenue source of \$261,000 which is an additional \$80,000 from what rates are currently. Dr. Cook asked if all new non-profit organizations would fall under the new price structure and the ones that have annual events now would be grandfathered with the current rate. Ms. Musick stated that was correct. Mrs. Tynes expressed her concerns and disagreed that anyone should be grandfathered in. Ms. Musick asked that committee push the rate change to July 2017. Committee was not in favor of holding off on the rate change until July 2017 because once the rate has been increased it will be a while before the town will see increased revenue because events that have already been booked will remain at the current rate. Committee asked for Ms. Musick to provide a list of all the non-profits that are currently using the center for events. Ms. Musick stated that all the weekends in 2017 have already been booked with the exception of February and March. Ms. Musick stated that even with the rate increase the Smithfield Center still remains well below other venues in the surrounding areas. This item was tabled until next month so that Ms. Musick could provide some additional information.

3. Additional Item Discussed: Mowing Contract at Windsor Castle Park – Dr. Cook mentioned that now that the rain has stopped and the grass is growing he wants to make sure we are all on the same page for the mowing needs at Windsor Castle Park. Last year it was discussed that during the spring and early summer that the grass at the park be cut as needed. Then in the middle to end of the summer when the grass does not grow as fast the grass could be cut less frequently. Ms. Musick stated that she would talk to the mowing contractor about cutting more frequently now so that the town is more pro-active than re-active to the mowing needs at the park.

The meeting adjourned at 4:19 p.m.

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE
MEETING HELD ON TUESDAY, MAY 24TH, 2016

The Public Works Committee held a meeting on Tuesday, May 24th, 2016 at 4:19 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair; Dr. Milton Cook and Mrs. Denise Tynes. Other Council members present were: Ms. Connie Chapman, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. William G. Saunders, IV, Planning and Zoning Administrator; Mr. Wayne Griffin, Town Engineer; Mr. Jessie Snead, Superintendent of Public Works; and Ms. Sonja Eubank, Office Manager of Public Works. Also in attendance were Mr. Jamie Weist of Kimley-Horn and Associates; Mr. and Mrs. Gay, Mr. Ron Braunhardt, Ms. Betty Clark, and Mrs. Carolyn Torre. There were approximately seven (7) citizens present including the ones mentioned above. The media was represented by Matt Leonard of The Smithfield Times.

Public Works Committee Chair, Mr. Michael Smith, called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Drainage Study for James Street Pump Station Area – The Town Manager reported that posted today was a basin summary of the above mentioned area. Included in the basin summary are all the property owners involved. Mr. Griffin stated that approximately one month ago a resident approached him about some erosion that was occurring behind his house. According to the basin summary 64.6 % is runoff from County property, 9.4% is runoff from the Town, and 26.1% is from a total of 7 individual property owners. There is not just one particular property that is contributing to this issue. One solution might be to find a way to slow down the velocity of the water which will help with the erosion that is occurring. Mr. Jamie Weist of Kimley Horn Associates also

stated that adding BMP's to the area would also help with the drainage issues. There are three BMP's at the YMCA now; however two of them were dry yesterday even with all the rain that we have had recently. Committee asked how long this natural drainage has been there. Mr. Griffin stated that it has been there forever. Dr. Cook stated that the problem with resolving this issue is that the town does not own the majority of the property and we can only make recommendations to the other larger stakeholders. Mr. Weist explained that the solution would be to retain the drainage at the source rather than wait until it gets to the bottom. The logical places for this would be at the YMCA property and on the farm land before it comes across the road. Mr. Smith asked if this drainage has any impact on potential sewer overflows. Mr. Snead replied that it does not. There have been three sewer overflows in that area; however they were unrelated to this drainage issue. Mr. Weist also suggested raising the outfall pipes would help the water be disbursed at slower pace. Mr. Weist stated that finding these types of drainage issues are typical as stormwater management was not regulated in prior years. Mr. Smith asked what the town can do with the County to resolve drainage issue. Mr. Weist stated that the Department of Environmental Quality (DEQ) could come in but they would do the same study that the town just completed. The results would be that the County is responsibility for 64% and the town is responsible for 9%. The Town Manager stated that he has not discussed this issue with the Interim County Administrator but he could discuss at their meeting next week. Committee asked if closing off the additional access ramp in that area would help with the drainage issues. Mr. Weist stated that it would be a huge help. Town Staff did not think the access road has been used since it was originally put in to be used as a parade lineup site. The Town Manger stated that he would follow-up with the County to see if the additional access ramp can be removed. Mayor Williams stated that he would talk to Mr. Stallings about not cultivating near the culvert pipe to create a vegetative buffer. This would help with slowing the water down before it gets to the culvert pipe on the opposite side of the road. Staff will also talk to Canada Land Surveying to identify where individual property lines fall within this area. Committee thanked Mr. Griffin and Mr. Weist for the update.

The meeting adjourned at 4:55 p.m.

June 2, 2016

TO: SMITHFIELD TOWN COUNCIL

FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE
COMMITTEE MEETING HELD ON TUESDAY, MAY 24TH, 2016

The Public Buildings and Welfare Committee held a meeting on Tuesday, May 24th, 2016 at 4:55 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Dr. Milton Cook and Ms. Connie Chapman. Other Council members in attendance were Mr. Randy Pack, Mrs. Denise Tynes, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney. Mr. William G. Saunders, IV, Planning and Zoning Administrator; Mr. Wayne Griffin, Town Engineer; and Ms. Sonja Eubank, Office Manager of Public Works. Also in attendance were Mr. and Mrs. Gay, Mr. Ron Braunhardt, Ms. Betty Clark, and Mrs. Carolyn Torre. There were approximately seven (7) citizens present including the ones mentioned above. The media was represented by Matt Leonard of The Smithfield Times.

Public Buildings and Welfare Committee Chair, Dr. Milton Cook called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Award of Demolition Services Contract – The Town Manager mentioned, as part of the Pinewood Heights Relocation Project, the town is required to have a demolition Services Contract in place to demolish structures as the town acquires properties. AVES/Moody's previously had the contract; however with the merging of their business with Bay Disposal and Recycling the town issued an Invitation for Bids in order to secure a new demolition contractor. Ms. Eubank reported that the town received nine bid offers. Staff went through all the bids and determined that Waco, Inc. was the lowest responsible and responsive bidder. They were highly recommended by all their references. Committee asked where they were located. Ms. Eubank replied that their home office is in Chesapeake. Staff recommends awarding the Demolition Service Contract to Waco, Inc. for not only the Pinewood Heights Relocation Project but also as an on-call demolition services contractor for the town. The term of the contract will be for five (5) years.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Pinewood Heights Relocation Project Update – Phase II and Phase III – The Town Manager reported that Mr. Dodson of Community Planning Partner's monthly report was included in the packet for both Phase II and III. The Town Attorney stated that 52 Carver is scheduled to close next Friday. Staff continues to work with the last property owners in Phase II Multi-Year 2 which is 44 Carver Avenue. The Town Manager stated that Phase III is moving forward. The town has already closed on one property and there are several more that are ready to go. The next Pinewood Heights Management Team meeting will be July 12th here at the Smithfield Center.

2. Public Comment – Mr. Mark Gay of 110 Goose Hill Way thanked Town Council for their assistance to finding a solution to the drainage issues behind his house as discussed at the Public Works Committee earlier. Mr. Gay was also present to give committee a brief update of where they are with Preserve Smithfield in regards to preserving the Pierceville property and establishing an organic seed farm. Included in their plan will also be land for the Smithfield Winery to expand their vineyards here in Smithfield. He explained that Preserve Smithfield has recently been advised that they can legally move forward with states approval as a nonprofit organization. Their fundraising efforts can also move forward. Mr. Gay stated that he has heard rumors that there are some Town Council members that do not think that this house can be preserved and expressed his concerns that the town is in the process of seeking demolition by neglect for the Pierceville property. With him today is Mr. Gary Ramsburg who is a restoration consultant. Mr. Ramsburg stated that looking at the exterior of the house there is nothing there that cannot be fixed and all the outbuildings are salvageable. He stated that at this time until funding can be raised the house needs to be mothballed. He estimates that mothballing these structures would cost approximately \$75,000. Dr. Cook stated that the owner of the property has offered to give the house away and suggested that Preserve Smithfield should get the house to make the necessary repairs. He expressed his concern that it is not the responsibility of the town to fix people's houses. Mr. Gay stated that if they were to accept the house it would give the property owner the ability to subdivide the rest of the land and develop it. Committee stated that the process of demolition by neglect does not mean that the town will demolish the house but it will allow them to require the owner to make repairs to the house.

Ms. Carolyn Torre of 312 Main Street stated that whether you are new to the town or and old resident what we do for the town should be done as a team. She stated that she would like to see our generation leave behind something that we are proud of. We need to find a way to work together. Dr. Cook stated that all seven Town Council members are sitting on Town Council for the betterment of the town. He explained that in his

opinion he does not think the general public's tax money should go to fixing up a private individual's house.

Mr. Ron Braunhardt of 101 Goose Hill Way stated that the residents of the town of Smithfield are asking for the town's assistance to allow them time to make a deal with the property owner. He would like assurance that the residents and the Town Council are going to work together. Preserve Smithfield is asking the town to understand where they are coming from to preserve this property. Dr. Cook stated that to his knowledge there is nothing going on behind the scenes for this property, such as a rezoning. Mr. Braunhardt thanked committee for the opportunity to express their concerns.

1. Closed Session: Disposition of Real Property – Mayor Williams made a motion to go into closed session for the purpose of discussing acquisition/disposition of real property for public purposes. Ms. Chapman seconded the motion.

In Closed Session 5:31 p.m.

Out Closed Session 5:51 p.m.

Committee came back into open session and no action was taken from closed session.

Meeting adjourned at 5:51 p.m.

ACTIVITY REPORTS

**SMITHFIELD POLICE DEPARTMENT
MANAGER'S REPORT
MAY 2016**

Committees and Projects:

05/01 TRIAD set-up meeting for conference – Center – Kurt Beach
05/02 TRIAD Conference – Center – Deputy Chief Howell, Kurt Beach
05/03 ECC mtg – IOW Courthouse – Chief Bowman
05/03 Town Council mtg – Center – Chief Bowman
05/04 Town Safety Committee mtg – Sgt. Miller
05/04 Smithfield Virginia Events Committee mtg – Smfd Station – Kurt Beach
05/05 National Night Out mtg – PD – Kurt Beach
05/11 Accreditation Ceremony – Salem Sheriff's Office – Chief Bowman, Kristi Jenkins
05/11 Department Head – Deputy Chief Howell
05/17 Crime Line mtg – Center – Sgt. Meier, Annette Crocker
05/23 Police Committee mtg – Center – Chief Bowman, Deputy Chief Howell, Kurt Beach
05/23 Finance Committee mtg – Center – Chief Bowman, Deputy Chief Howell
05/25 Department Head – Chief Bowman, Deputy Chief Howell
05/27 Exit interview for D. Fordham at Town Manager's Office – Chief Bowman

Training

05/16 – 19 Leadership Institute – CNU – Lt. Valdez (32 hrs.)
05/19 Library of Virginia training – Richmond – Annette Crocker (3 hours)

In-House Training

05/06 Honor Guard Training – PD – Sgt. Jones, Sgt. Meier, Officer Bancroft, Officer Wright, Officer R. Howell (3 hrs.)

Motorcycle Utilization

05/10 Law Enforcement United Bike Ride escort – Carrollton VFD to Smithfield – Sgt. Miller

Bicycle Utilization

05/10 - 12 Law Enforcement United Bike Ride – Smithfield to Washington, D. C. – Officer Phillips, Officer Powell

Boat Utilization

- 05/18 Boat Training – with IOWSO Marine Unit – Sgt. Miller, Officer Phillips, Officer Wooley, Officer R. Howell, Officer Powell (4 hrs.)
- 05/29 Boat Patrol – Pagan River – Officer Powell, Officer Phillips, Officer R. Howell

Community Relations

- 04/25 CASA Gala – Center – Lt. Rogers
- 04/29 Bear Cub Scouts – tour of PD – Officer Bancroft, Officer Fordham
- 05/01 – 31 School Zone – Westside Elementary – Sgt. Araojo, Sgt. Miller, Sgt. Jones, Officer Cook, Officer R. Howell, Officer Powell, Officer Wooley, Officer Bancroft, Officer Wright, Officer Pittman, Officer Phillips
- 05/04 Homework Station – Jersey Park/Woods Edge apts – Officer R. Howell
- 05/05 Career Day – Westside Elementary – Lt. Rogers
- 05/11 Homework Station – Jersey Park/Woods Edge apts – Officer Bancroft
- 05/11 C.H.I.P. mtg with parents of 4-H camp children – Jersey Park/Woods Edge apts. – Kurt Beach
- 05/12 Health Fair – YMCA - Kurt Beach
- 05/13 Lover’s Party Security – Windsor Castle Park – Lt. Rogers
- 05/17 Newport News Law Enforcement Memorial – NN – Stephanie Pack
- 05/18 Neighborhood Watch – Covenant Place – Sgt. Miller
- 05/19 Smfd Women’s Club C.H.I.P. awards – Cedar Point Country Club – Kurt Beach
- 05/19 C.H.I.P. mtg – PD – Kurt Beach
- 05/19 TRIAD/Crime Line – Zuni Ruritan Club – Kurt Beach
- 05/21 Security – Smithfield High School Prom – Center – Sgt. Brady, Officer Fordham
- 05/23 IWA tour (36 children) – PD – Officer Wooley
- 05/26 Safety, Stranger Danger, Online predators – YMCA Afterschool Care - Carrollton Elementary School – Officer Wooley
- 05/27 Volunteer Appreciation Day – Hardy Elementary – Lt. Valdez
- 05/28 Peninsula Bike Race – Lt. Rogers, Officer R. Howell
- 05/31 Safety/Stranger Danger/Social Media – YMCA Afterschool Care - Westside Elementary – Officer Wooley, Officer R. Howell

Investigations:

Case#: 2016-00351
Location: Bee St
Offense: Stolen Vehicle
Disposition: Pending

On 5/08/16 an Officer located what he thought to be an abandoned vehicle on Bee St. The Officer made contact with the vehicle owner who stated that the vehicle was supposed to be at the shop and was stolen. A witness had seen the vehicle at Royal Farms earlier that morning with 4 young black males in it. Video was obtained from Royal Farms. Case pending.

Case#: 2016-00368
Location: Smithfield Blvd
Offense: Brandish a Firearm
Disposition: Pending

On 5/14/16 a man walking down Smithfield Blvd observed a young man walking his dog also on Smithfield Blvd. He stated that a 90's Honda Civic pulled up and two individuals got out and chased the young man into the woods while a third male got out and pointed a shotgun at him and chambered a shell. All three individuals got back into the vehicle and left. Case Pending.

Case#: 2016-00379
Location: 616 West Main St
Offense: Commercial Burglary
Disposition: Pending

On 5/19/16 Officers responded to Alvin and Sons Barber shop for a burglary. An employee noticed that a window on the side of the building had been broken out. The suspect made entry into the window and stole a cash register from the store. The register had \$75 in it. Nothing else was missing from the store. Case Pending.

May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
		Elections MH 25 Town Council A&B 20 WCFB Meeting C&D 10	IOW Employee Service Awards Luncheon MH 150	Courtney Off Witten and Skinner Wedding and Reception MHSu 130	Courtney Off Portsmouth Christian School Senior Banquet MH 160	Calvin Off Courtney Off Thompson and Parker Wedding and Reception MHSu 120
8	9	10	11	12	13	14
Mother's Day Courtney Off	Courtney Off Smithfield Foods Meeting Set-Up MHSu 25	Courtney Off Smithfield Foods Meeting MHSu 250 Town Budget Work Session C&D 10	Courtney Off Open Enrollment for Town Employees C&D 20 Southern States Farmers Dinner MH 125 Staff Meeting C&D 20	Courtney Off	Courtney Off	Courtney Off Williamson and Chemplavil Wedding and Reception MHSu 150
15	16	17	18	19	20	21
Courtney Off Carpet Cleaning	Courtney Off Hospitality Heros Breakfast MH 80	Courtney Off BZA/BHAR A&B 20 Crime Line Meeting C&D 10 IOW County Employee Health Fair MH 100 Pinewood Heights Meeting C&D 20 Schoolhouse Committee C&D 10	Courtney Off	Courtney Off Hopkins and Birch Wedding and Reception MH 150	Courtney Off	Smithfield Prom MHSu 300
22	23	24	25	26	27	28
Grewe and Daniels Reception MHSu 150	Committee Meetings C&D 20	Committee Meetings C&D 20 VDOT Spring Maintenance Meeting MH 150	IOW Schools Senior Recognition Banquet MH 150 Staff Meeting A 20 VDOT Construction Meeting B,C&D 75		Sat Rate Huskey-Leybold Rehearsal Deck 20	Huskey-Leybold Wedding & Reception MHSu 175

May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31				
Sat Rate	Memorial Day-Closed Memorial Day Service Memorial Lawn 100 Memorial Day Service Rain Plan Suites 100	World Class Gymnastics Banquet MHSu 300				

Smithfield Center - May 2016
Monthly Report

Booking Date	Building Code	Room Code	Group	Event Name	Group City	How did you hear about us	Pricing Plan	Discount Percent	Venues	Town Services
5/1/2016	Center	MHSu	Isle of Wight TRIAD	TRIAD Setup	Isle of Wight	Returning Client	g.) Sponsored	100.00%		
5/2/2016	Center	MHSu	Isle of Wight TRIAD	TRIAD	Isle of Wight	Returning Client	g.) Sponsored	100.00%		
5/3/2016	Center	A&B	Town of Smithfield	Town Council	Smithfield	Town Event	h.) Town	100.00%		
5/3/2016	Center	C&D	Windsor Castle Foundation Board	WCFB Meeting		Town Event	h.) Town	100.00%		
5/3/2016	Center	MH	Registrars Office	Elections		Town Event	h.) Town	100.00%		
5/4/2016	Center	MH	Isle of Wight County	IOW Employee Service Awards Luncheon	Isle of Wight	Returning Client	Half Off (50% off)	50.00%	\$200.00	
5/5/2016	Center	MHSu	Witten and Skinner Reception	Witten and Skinner Wedding and Reception	Suffolk	Word of Mouth	C.) Standard-Weekday	0.00%	\$820.00	
5/6/2016	Center	Suites	Isle of Wight County	Emplee Picnic	Isle of Wight	Returning Client	Half Off (50% off)	50.00%	\$200.00	
5/6/2016	Center	MH	Portsmouth Christian High School	Portsmouth Christian School Senior Banquet	Portsmouth	Word of Mouth	A.) Standard-Fri, Sat, Sun	0.00%	\$2,039.20	
5/7/2016	Center	MHSu	Thompson and Parker Wedding and Reception	Thompson and Parker Wedding and Reception	Chesapeake	Mag-VOW Magazine	A.) Standard-Fri, Sat, Sun	0.00%	\$1,965.90	
5/7/2016	WCP	Courtyard	Optimist Club of Isle of Wight	Optimist Club 5K	Smithfield	Returning Client	Resident-Saturday	0.00%		
5/10/2016	Center	C&D	Town of Smithfield	Town Budget Work Session	Smithfield	Town Event	h.) Town	100.00%		
5/11/2016	Center	C&D	Town of Smithfield	Staff Meeting	Smithfield	Town Event	h.) Town	100.00%		
5/11/2016	Center	C&D	Town of Smithfield	Open Enrollment for Town Employees	Smithfield	Town Event	h.) Town	100.00%		
5/11/2016	Center	MH	Southern States	Southern States Farmers Dinner	Windsor	Word of Mouth	D.) Resident -Weekday	0.00%	\$400.00	
5/12/2016	Center	MHSu	Windsor Castle Foundation Board	Set for Suitcase Party for Windsor Castle		Town Event	h.) Town	100.00%		
5/13/2016	Center	MHSu	Windsor Castle Foundation Board	Suitcase Party for Windsor Castle		Town Event	h.) Town	100.00%		
5/14/2016	Center	MHSu	Williamson and Chemplavil Wedding and Reception	Williamson and Chemplavil Wedding and Reception	Smithfield	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%	\$1,460.00	
5/16/2016	Center	MH	Tourism Isle of Wight - Smithfield	Hospitality Heros Breakfast	Smithfield	Town Event	h.) Town	100.00%		
5/17/2016	Center	A&B	Town of Smithfield	BZA/BHAR	Smithfield	Town Event	h.) Town	100.00%		
5/17/2016	Center	C&D	Town of Smithfield	Crime Line Meeting	Smithfield	Town Event	h.) Town	100.00%		
5/17/2016	Center	C&D	Town of Smithfield	Schoolhouse Committee	Smithfield	Town Event	h.) Town	100.00%		
5/17/2016	Center	C&D	Town of Smithfield	Pinewood Heights Meeting	Smithfield	Town Event	h.) Town	100.00%		
5/17/2016	Center	MH	Isle of Wight County	IOW County Employee Health Fair	Isle of Wight	Returning Client	Half Off (50% off)	50.00%	\$200.00	
5/18/2016	Center	MH	Isle of Wight Commission on Aging	Senior Fish Fry	Carrollton	Returning Client	Resident -Weekday	0.00%	\$50.00	
5/19/2016	Center	MH	Hopkins and Birch Wedding and Reception	Hopkins and Birch Wedding and Reception	Portsmouth	Word of Mouth	C.) Standard-Weekday	0.00%	\$460.60	
5/20/2016	Center	MHSu	Smithfield High School	Smithfield Prom Set	Smithfield	Returning Client	Resident-Saturday	50.00%		
5/20/2016	WCP	Courtyard	Tourism Isle of Wight - Smithfield	Balloon Flight Launch	Smithfield	Returning Client	h.) Town	100.00%		
5/21/2016	Center	MHSu	Smithfield High School	Smithfield Prom	Smithfield	Returning Client	Resident-Saturday	0.00%	\$900.00	\$450.00
5/21/2016	WCP	Courtyard	Windsor Castle Foundation Board	Park Community Day		Town Event	h.) Town	100.00%		
5/22/2016	Center	MHSu	Grewe and Daniels Reception	Grewe and Daniels Reception	Windsor	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%	\$1,680.00	
5/22/2016	WCP	Riverfront	Grewe and Daniels Reception	Grewe and Daniels Wedding	Windsor	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%		
5/23/2016	Center	C&D	Town of Smithfield	Committee Meetings	Smithfield	Town Event	h.) Town	100.00%		
5/24/2016	Center	MH	VDOT	VDOT Spring Maintenance Meeting	Suffolk	Returning Client	C.) Standard-Weekday	0.00%	\$400.00	
5/25/2016	Center	B	VDOT	VDOT Construction Meeting	Suffolk	Returning Client	C.) Standard-Weekday	0.00%	\$200.00	
5/25/2016	Center	MH	Isle of Wight Schools	IOW Schools Senior Recognition Banquet	Smithfield	Returning Client	Half Off (50% off)	50.00%	\$200.00	
5/28/2016	Center	MHSu	Huskey-Leybold Wedding & Reception	Huskey-Leybold Wedding & Reception	Yorktown	Word of Mouth	A.) Standard-Fri, Sat, Sun	0.00%	\$1,850.00	
5/28/2016	WCP	Courtyard	Peninsula Bicycling Association	Peninsula Bike Event		Recurring Event	A.) Standard-Fri, Sat, Sun	0.00%		\$180.00
5/30/2016	Center	Suites	American Legion	Memorial Day Service Rain Plan		Returning Client	g.) Sponsored	100.00%		
5/31/2016	Center	MHSu	World Class Gymnastics	World Class Gymnastics Banquet	Portsmouth	Word of Mouth	C.) Standard-Weekday	0.00%	\$600.00	

\$13,625.70 \$630.00

Deposit totals for May 2016
\$20,232.90 Venue Rental Deposits
\$641.25 Town Services Deposits

Smithfield/Isle of Wight Tourism Activity Report –MAY 2016

- Director attended Smithfield Town Council Meeting 5/3/16.
- BOS meeting held 5/19/16.

- Direct Report Meeting with County Administrator 5/2/16.

- Made donation to Windsor Castle Park on behalf of all Tourism Employees for Public Service Week 5/3/16.

- Smithfield 2020 meeting 5/4/16. Comp Plan Discussion held.

- Met with the Chamber about a new Smithfield MAP project 5/4/16.

- Attended County Employee Service Awards Luncheon 5/4/16. Director received 10 Year Recognition.

- Attended County Budget Workshop 5/4/16 and 5/10/16. Budget approved.

- Attended Check Presentation Event for Smithfield VA Events at Smithfield Station 5/4/16. Checks from Smithfield Wine & Brew Fest handed out to organizations. \$10,000 checks to selected recipient organizations and various amounts to volunteer community organizations.

- State of the County video shoots held 5/5/16, 5/9/16 for Chamber event scheduled for June 7th.

- Coastal Virginia Tourism Alliance Thank the Visitor Day at Norfolk Airport held 5/6/16.

- Smithfield Farmer's Markets 5/7,14,21,28/16. Farmer's Markets will be open each Saturday through October from 9 a.m. to noon.

- Held "live" HAM CAM tourism minute on the web. Museum will be broadcasting a Museum Minute on every Tuesday at 12:05 p.m. and Tourism will be broadcasting a Tourism Minute on every Thursday at 12:05 p.m. to highlight something special going on!

- Tourism Monthly Staff Meeting 5/9/16.

- Photo Contest 2016 judging 5/9/16.

- Chamber Student Leadership Recap meeting and planning session for next School Year (starts in September) 5/10/16.
- County Lunch & Learn (CHAIR YOGA) 5/10/16.
- Town Budget Work Session 5/10/16.
- Director served on interview panel for new County Parks & Recreation Director 5/11/16. No new director selected. County will re-advertise.
- Set up and hosting for Windsor Castle Park *Park Lover Party* on 5/12 and 5/13. EXCELLENT event! Sold out and substantial money raised.
- Attended Saint Luke's Restoration Day event, Ribbon Cutting and VIP Reception for Board Member and donors 5/14/16.
- Tourism Hospitality Breakfast Held 5/16/16. Presented tourism survey results and awarded Photo Contest winners, Hospitality Heroes, Community Ambassadors and Hambassadors! GREAT new event! Many thanks to the Smithfield Center and several of the area restaurants (Smithfield Station, Taste of Smithfield, Smithfield Gourmet Bakery, Granny's Kitchen and Ringo's) who made the event possible!
- Christmas in Smithfield event meetings held 5/16, 5/24,
- County Employee Wellness Fair held 5/17/16. (Assisted with planning and execution)
- County Isle Jam meeting held 5/17/16. Concerts scheduled for May 21 (Easton Corbin) and June 25 (Scotty McCreery) May 21 Concert moved to July 23rd due to weather.
- Attended VACVB Spring Quarterly Meeting held in Orange 5/18-19/16. Excellent professional development!
- Moved Tourism Storage from Riverview location to behind Smithfield PD 5/24/16. Assistance by both County and Town Public Works Staff—THANK YOU!!!!
- Nike Missile Group Tour 5/25/16 to Smithfield and IOW.
- County Wellness Committee meeting 5/26/16.
- IOW County Business Appreciation Event 5/26/16.

- Transit Means Business seminar 5/27/16.
- Marketing Committee at Saint Luke's 5/27/16.
- HOLIDAY 5/30/16
- Attended Council Committees 5/23/16.
- Smithfield Staff Meeting 5/11/16 and 5/25/16.
- County Staff Meeting 5/5/16, 5/23/16, 5/26/16.
- Tourism Facebook postings and tweets throughout month. Update website events and *Where the Locals Go* event promotion newsletter weekly. This e-newsletter combines tourist events and the Farmer's Market information.
- Weekly individual meetings with staff to address concerns and review projects.

Upcoming Events: See www.VisitSmithfieldVa.com for more details!



Town of Smithfield
Isle of Wight County Museum



May 2016 Report

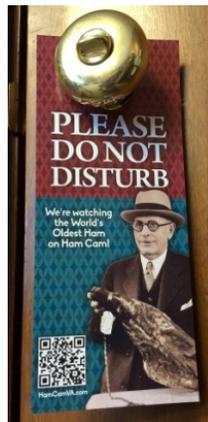
J.L. England, Museum Director

Notable/Thank You

- Volunteer hours: 74
- The museum was closed on Monday, May 30, for Memorial Day.
- The P.D. Gwaltney Jr. House, located at 304 South Church Street, will be auctioned on June 28. The advertisement on <http://www.tranzon.com/FX1832> notes that a portion of the sale will benefit the museum.
- On May 16, our docent Kim Hasty received a Hospitality Hero award at Smithfield and Isle of Wight Tourism's annual ceremony to recognize National Tourism Month. Additionally, for this event, the museum assisted with the judging of the photography contest.



- We created please-do-not-disturb door hangers featuring the museum. This is something that hotels across the country are now doing – creating hangers that are imaginative and reflect the area. Our design, which promotes the museum and the world's oldest ham, is now hanging on rooms at the Smithfield Station and the Smithfield Inn.



Museum Stats and Updates

- Visitation: 634
- Special Events
 - May 7. Battle of Smithfield Walking Tour. Meet a Union soldier at the museum for a lecture and walk down Church Street to learn of this battle. 5 guests.

- May 13. Bingo. Sponsored by Isle of Wight County Parks and Recreation at the museum. 32 guests.
- May 15. Put the Genie Back in the Bottle. Antique 19th and early 20th century bottles have long attracted collectors due to their beautiful shapes and colors, historical interest and availability to anyone willing to do some sleuthing and some digging. Many collectors focus on specific brands or regions or bottles from specific venues such as a pharmacy or dairy. Bottle collector Joseph Reish will present a history of bottles and share some rare examples. 21 guests.



- May 19. Tell Me A Story. This program, geared for children ages 3 to 5, introduces youngsters to the symbols of Isle of Wight and features books, songs and games. Theme: Ladybugs. 70 students.



- Groups/tours
 - May 21. Daughters of the Confederacy, Isle of Wight Chapter 699. 6 guests.
 - May 24. Tidewater Virginia Historical Society, James City County. 35 guests.
 - May 25. U.S. Navy NETWARCOM CPO 365, Suffolk. 12 guests.
 - May 28. Girl Scouts, Troop 25, Smithfield. 12 guests.
- Gift Shop – no updates
- Exhibit Update
 - 40 Objects. We are proceeding with the writing and design of the exhibit as well as the catalog.
 - Between Two Rivers. This exhibit will be placed behind the Blackwater exhibit. We await delivery of the exhibit's centerpiece.
 - Fort Huger. We are re-writing the signage for Fort Huger. This is a project done in conjunction with Smithfield and Isle of Wight County Tourism.

Windsor Castle

- No updates

Financials

- Gift Shop Sales (including tax): \$862.00
- Donations: \$1,022.01
- Program/Lecture Fees: \$175.00
- **Total Monthly Deposit: \$2,059.01**

Social Media/Online Presence

- Our website, www.historicisleofwight, has been in need of a re-launch for quite some time. We purchased www.hamcamva.com which now automatically re-directs to our site. This was coupled with a new look for our front page to include the live feed of our Ham Cam.



- **LIVE at 12:05.** Each Tuesday, we host Periscope/Meekrat-like broadcasts on our Ham Cam. Our segments highlight events at the museum, announcements or artifacts from our collection. Tune in each Tuesday at 12:05 p.m. to see what we're doing: www.hamcamva.com. This month we highlighted 1950s ham recipes, upcoming events, life in 1870, volunteers and our new door hangers. **If you missed our broadcasts, they are available for viewing on our Facebook page.**
- **Facebook:** Isle of Wight County Museum & Historic Sites: 1,560 likes. Daily posts.
- **HamCam:** 88 Tweets, 483 Facebook Likes, 3 Google+ shares.
- **Foursquare/Swarm.** We monitor Foursquare for visitor check-ins. 7.3/10 rating.
- **Twitter.** @WorldsOldestHam. The world's oldest ham has his own account. 18 followers.
- **Yelp.** After adding information and photos to our page, we are now monitoring this site. This review by Gayle C. of Carrollton on April 3: *Very unique and a great place to visit. The staff is extraordinary. You feel just like a part of the family. If you are ever coming to the town of Smithfield then this is a must do place.*
- **TripAdvisor. Reviewed on May 28 by guyhoney:** *"A glance back in time." A museum should not be judged on the size but on the contents, education and the feelings. The old time country store was amazing. We did not get enough time to explore like we wanted. Worth the visit to learn about the history of the area.*
- **TripAdvisor. Reviewed on May 24 by Bear H of Williamsburg:** *"No visit is complete." Always stop in here when in Smithfield. Lots of interesting things. The kids will love it. The largest smoked ham is still there. Very friendly staff that know the area well.*
- **Recent reviews from our comment cards:**
 - "What a gem!"
 - "The museum was a joy to visit. Well organized, interesting, clean, appealing. Will highly recommend and hope to return." – Grace Kaleda of Woodbridge, Va.
 - "I like the sand pit because I want to be an archaeologist, and ya'll are nice." - Rico Eley Jr., Age 11.

Media Coverage/Promotion/Advertising/Lobbying

- Various pieces in area publications about our walking tours and special events
- May 7: *Daily Press*. Rushmere community group wants to restore Native American heritage: <http://www.dailypress.com/news/isle-of-wight-county/dp-nws-iw-tylers-beach->
- May 8: *Daily Press*. Local bottle collector to lecture at museum: <http://www.dailypress.com/news/dp-nws-iw-notebook-0509-20160508-story.html>
- May: *Smithfield Times Slice Magazine*. Article: News of ham heard 'round the world
- May 18: *Smithfield Times*. Mention in editorial about monthly walking tours at Nike Park.
- May 25. *Virginian-Pilot*. Article: Genie let out of the bottle at Smithfield museum - <http://pilotonline.com/news/local/genie-let-out-of-the-bottle-at-smithfield->
- May 29: *Richmond Times Dispatch*. Article: 30 cool sites to visit Va. within 100* miles of Richmond - http://www.richmond.com/discover-richmond/article_049d4234-4605-5c04-a709-3ddd6db65e3c.html

Outreach Lectures

- May 19. Sons of Confederate Veterans, Magruder-Ewell Camp #99, Newport News. 35 attendees.

Boykin's Tavern

- Several visits were made to attend to the collection this month.

Meetings

- May 4. Safety Committee.
- May 11 and 25. Town of Smithfield staff meeting.
- May 11. Open enrollment meeting.
- May 18. Isle of Wight County Museum Foundation.

Trainings/Safety

- Each May, in conjunction with Hurricane Preparedness Month, we re-evaluate the museum's disaster plan. Ours was just overhauled in January, but all staff did review the plan.
-

From Our Website and Social Media

(Visit our Facebook site for daily posts: Isle of Wight County Museum & Historic Sites)



From May 4: I am the ham you are looking for. Happy Star Wars Day! #StarWarsDay#MayTheFourthBeWithYou



From May 12 In honor of #NationalLimerickDay:
There once was a ham that was old,
In a town where meat was sold.
Guests visited the museum where he sat,
To take selfies for Twitter and Snapchat.
The ham's greatness was widely extolled.



From May 13:

These sisters from Northern Virginia played hooky to come see the world's oldest ham today! Our Ham Cam captured their joy as they walked up to the case. #worldsoldestham #awesome



This. Place. Matters.

May is Preservation Month. Relunched last year, This Place Matters is a national campaign that encourages people to shine a spotlight on the places that are meaningful to them and to their communities. #ThisPlaceMatters <http://bit.ly/1WnE3ds>



New event added:
Swigs and Swine

3 p.m. Sunday, June 12

We'll begin at the Isle of Wight County Museum where Curator Tracey Neikirk will showcase Smithfield's ham history as well as the in-residence world's oldest ham. Afterwards, we'll stroll to Wharf Hill Brewing Company for a flight of beer expertly paired with the perfect pork. It will be a superlative adventure full of flavors that compliment and linger...the perfect recipe for your very own hog heaven. \$25 per person. Email or call for reservations: jengland@smithfieldva.gov or 757-356-1223.



From May 25:

Members of the U.S. Navy NETWARCOM CPO 365 of Suffolk visited for a lecture about Isle of Wight County's military history.

ZONING PERMITS MAY 2016

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
6617	SHED	PAGAN POINT	519 PAGAN ROAD	COLONIAL BARNS INC.
6618	SIGN PERMIT	FOUND MODERN CONSIGNMENT	1809 S. CHURCH STREET	DRESSLER SIGN MEDIA, INC.
6619	SINGLE FAMILY DWELLING	JERSEY PARK	216 MIDDLE STREET	STEFFY ANCHOR CONTRACTING, INC.
6620	SHED	WATERFORD OAKS	100 NOTTINGHAM PLACE	WARREN
6621	INDUSTRIAL ADDITION	SMITHFIELD FARMLAND	601 NORTH CHURCH STREET	SMITHFIELD FARMLAND MEB GENERAL CONTRACTORS
6622	SHED	JERSEY PARK	628 MAIN STREET	MAYVILLE

**RESOLUTION TO APPOINT MEMBERS TO THE SMITHFIELD
COMMUNITY CRIME PREVENTION TEAM**

WHEREAS, on November 6, 2012 the Town Council of the Town of Smithfield resolved to participate in the Virginia Department of Criminal Justice Services Certified Crime Prevention Community Program; and

WHEREAS, the Certified Crime Prevention Program requires the formation of a multi-disciplinary, interagency, community crime prevention team; and

WHEREAS, the governing body fully supports all reasonable efforts to meet the DCJS requirements to become designated as a Certified Crime Prevention Community,

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby appoints the following persons to serve on the Smithfield Community Crime Prevention Team, serving staggered terms of 12 and 18 months, charged with supporting the Smithfield Police Department develop, implement, and evaluate crime prevention strategies that will enhance the quality of life and public safety in the Town of Smithfield.

Adopted this 7th day of June 2016.

Members serving 18 month terms; ending December 31, 2017

Officer Clarence Seamster Kurt Beach

Joseph Reish Connie Chapman

Members serving 12 month terms; ending June 30, 2017

Marian Aidan Martha Jackson Mary Holmes

Bob Cole Joyce Bowser

TOWN OF SMITHFIELD

T. Carter Williams, Mayor

Clerk

**WATER AND SEWER SERVICES AGREEMENT
BY AND BETWEEN
ISLE OF WIGHT COUNTY, VIRGINIA
AND
THE TOWN OF SMITHFIELD, VIRGINIA**

THIS AGREEMENT is made and entered into this 19th day of May, 2016 by and between Isle of Wight County, Virginia, a body politic of the Commonwealth of Virginia (hereinafter referred to as "the County"), and the Town of Smithfield, Virginia, a Virginia municipal corporation situate in Isle of Wight County, Virginia (hereinafter "the Town").

WITNESSETH:

WHEREAS, the County and the Town each own, operate and maintain separate water and sewer systems which systems have been subject to pending agreements that affect these respective utilities; and,

WHEREAS, the Town and the County wish to continue their relationship whereby the Town shall provide water to the Gatling Pointe and Gatling Pointe South subdivisions and Battery Park service area; the County shall provide water to the Town from time to time as the Town may need additional water to service its customers; and the Town shall continue to provide sewer collection services for the Gatling Pointe and Gatling Pointe South subdivisions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

**ARTICLE 1
WATER**

1. The County and Town acknowledge and agree that, effective July 1, 2016, the receiving party shall pay the providing party \$6.10 per 1,000 gallons of water provided during the term of this agreement. Billing shall be provided by the providing party to the receiving party on a bi-monthly basis. After the close of the fiscal year, or as soon as practicable thereafter, the parties shall complete a true-up schedule usage, rates and annual billings for the prior fiscal year, which reflects the actual audited use of the water being provided to the receiving party.
2. The County and Town agree and acknowledge that the sale of water from the Town to the County is intended to provide the amount of water needed for the County to supply water to its customers in the Gatling Pointe and Gatling Pointe South subdivisions and other lots within the Gatling Pointe/Battery Park service area, which areas lie outside the Town limits and which are currently being served by the Town in an amount estimated to be approximately One Hundred Fourteen Thousand Five Hundred (114,500) gallons per day.

3. The County shall make water available to the Town on an as needed basis in the event that the Town is unable to provide sufficient water for service to its customers, provided there is sufficient capacity for the needs of the Town in the County's system.
4. The Town shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of County water to Town customers within its jurisdictional limits. The County shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of Town water to County customers within its jurisdictional limits.
5. The Town acknowledges and agrees that the water provided by the County is treated water. As such, the Town agrees that such treated water cannot and shall not be mixed with untreated water, all in accordance with applicable statutory and regulatory requirements of the Commonwealth of Virginia. The County shall be responsible for meeting applicable water quality requirements at the point where County water enters the Town system, and the Town shall be responsible for meeting applicable water quality requirements after that point including with respect to all water delivered by the Town to the Gatling Pointe subdivisions and other lots within the County's Gatling Pointe/Battery Park service area.
6. The parties hereto agree that if any incident should occur which may result in financial penalties or civil actions, then such incident shall be investigated by a third party, independent engineering firm to be agreed upon by the parties. The cost for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is solely or partly responsible for damages caused by the incident and such investigation results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions. In the event that the parties cannot agree to the results of the third party investigation the parties agree to submit the matter to binding arbitration.

ARTICLE 2
SEWER

1. The County and Town acknowledge that sewerage flows from the Gatling Pointe residential subdivision and other lots within the County's Gatling Pointe/Battery Park service area may continue to flow through a portion of the Town's public sewer force main system prior to discharge into the Hampton Roads Sanitation District sewer interceptor. The Town agrees that said flows may continue flowing through its system, and that the Town shall be responsible for the costs of maintaining all public sewer force main lines within the Town's boundaries.

2. In consideration of this continuing obligation to maintain all sewer force main lines within the Town's boundaries, the County agrees to pay the Town a monthly surcharge in the amount of \$2.50 per month for each residential and commercial connection which shall be paid by the County on a bi-monthly basis.
3. Both the Town and County shall comply with their respective obligations as set forth in their respective Special Orders by Consent with VDEQ, recognizing the interdependency and integrity of their respective public sewer collection systems.
4. The County acknowledges the Town's ownership of the sewer force main located within the Town's boundaries and that the Town reserves the right to allow connections to such force main within the Town's boundaries at its sole discretion, without interference from the County, either by connection to a facility which discharges to the force main or by direct connection to the force main. The Town acknowledges that any such additional connections to the Town's sewer force main may impact the County's sewer system. Therefore, the Town shall notify the County ninety (90) days prior to any final action by the Town Council which may result in the authorization of new connections which are not authorized as of the effective date of this agreement. The purpose of this notice is to give the County an opportunity for review and comment. If such proposed additional connection(s) would result in impacts that require upgrades to the County's sewer system infrastructure, the Town hereby agrees to take whatever actions it deems necessary in order to provide the County with the necessary upgrade costs. Any additional upgrades, beyond what is required for the approved impacts, shall be performed at the sole expense of the party seeking such upgrades to their system.
5. The County acknowledges that the Town's sewer force main discharges to the Hampton Roads Sanitation District (HRSD) wastewater conveyance system and that the pressure in the HRSD system may from time to time adversely affect operations of both the Town's and the County's waste water sewer systems. The County further acknowledges that the Town has no authority or control over the pressure in the HRSD system. Neither party bears any responsibility for any adverse pressures nor bears any responsibility for any costs that the other may incur resulting from any measures to mitigate the adverse impacts, including costs related to any enforcement activities for sewer system overflows as a result thereof. However, if any party makes changes to the sewer system to mitigate the adverse impacts from HRSD, such party shall notify the other party of such mitigation measures.
6. Notwithstanding the provisions of Section 5 above, the parties agree that any adverse pressures resulting in sanitary sewer overflows which may result in financial penalties or civil actions pursuant to the Special Order by Consent with VDEQ shall be investigated by a third party, independent engineering firm, to be agreed upon by the parties. Costs for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is solely or partly at fault for such sanitary sewer overflow and such investigative

results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions imposed under the Special Order by Consent. In the event the parties cannot agree to the results of the independent third party investigation, the parties agree to submit the matter to binding arbitration.

ARTICLE 3

TERM

This agreement shall be in effect for a period of two (2) years from the effective date.

ARTICLE 4

WATER AND SEWER TASK FORCE

In further consideration hereof, the parties agree that they will form a task force to include representatives from the County of Isle of Wight, the Town of Smithfield and the Town of Windsor (the "Task Force"). The purpose of the Task Force is to enter into discussions for the long term planning for water and sewer utility services to all current and future customers of the three localities. The Task Force shall emphasize cooperation among the parties so as to plan for and secure water and sewer services for all customers, both within the towns and the county, with the goal of establishing stable and affordable rates over the long term. The Task Force shall provide each of the three localities with its recommendations for such future operations no later than December 31, 2016.

WITNESS the following signatures to this Agreement, the Isle of Wight County Board of Supervisors having authorized its County Administrator to execute this Agreement on behalf of the County pursuant to a motion adopted by the Isle of Wight County Board of Supervisors on May 19, 2016 and the Smithfield Town Council having authorized the Town Manager to execute this Agreement on behalf of the Town pursuant to a resolution adopted by the Smithfield Town Council on _____, 2016.

SIGNATURES TO FOLLOW ON NEXT PAGE

ISLE OF WIGHT COUNTY, VIRGINIA



Sanford B. Wanner
Interim County Administrator

Attest:



Carey Mills Storm, Clerk

Approved as to Form:



Mark C. Popovich
County Attorney

TOWN OF SMITHFIELD, VIRGINIA

Peter M. Stephenson
Town Manager

Attest:

Lesley G. King, Clerk

Approved as to Form:

William H. Riddick, III
Town Attorney

**WATER AND ~~S~~SEWER SERVICES AGREEMENT
BY AND BETWEEN
ISLE OF WIGHT COUNTY, VIRGINIA
AND
THE TOWN OF SMITHFIELD, VIRGINIA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between Isle of Wight County, Virginia, a body politic of the Commonwealth of Virginia (hereinafter referred to as “the County”), and the Town of Smithfield, Virginia, a Virginia municipal corporation situate in Isle of Wight County, Virginia (hereinafter “the Town”).

WITNESSETH:

WHEREAS, the County and the Town each own, operate and maintain separate water and sewer systems which systems have been subject to pending agreements that affect these respective utilities; and,

WHEREAS, the ~~utility agreements between the~~ Town and the County ~~have expired and the parties have agreed upon mutually acceptable terms whereby wish to continue their relationship whereby~~ the Town shall provide water to the Gatling Pointe and Gatling Pointe South subdivisions and Battery Park service area; the County shall provided water to the Town from time to time as the Town may need additional water to service its customers; and the Town shall continue to provide sewer collection services for the Gatling Pointe and Gatling Pointe South subdivisions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

ARTICLE 1
WATERWATER

1. The County and Town acknowledge and agree that, effective _____, **July 1, 2016**, the receiving party shall pay the providing party \$6.24 per 1,000 gallons of water provided during the term of this agreement. **Billing shall be provided by the providing party to the receiving party on a bi-monthly basis. After the close of the fiscal year, or as soon as practicable thereafter, the parties shall complete a true-up schedule usage, rates and annual billings for the prior fiscal year, which reflects the actual audited use of the water being provided to the receiving party.**
2. The County and Town agree and acknowledge that the sale of water from the Town to the County is intended to provide the amount of water needed for the County to supply water to its customers in the Gatling Pointe and Gatling Pointe South subdivisions and other lots within the Gatling Pointe/Battery Park service

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area, which areas lie outside the Town limits and which are currently being served by the Town in an amount estimated to be approximately One Hundred Fourteen Thousand Five Hundred (114,500,000) gallons per day.

3. The County shall make water available to the Town on an as needed basis in the event that the Town is unable to provide sufficient water for service to its customers, provided there is sufficient capacity for the needs of the Town in the County's system.
4. The Town shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of County water to Town customers. The County shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of Town water to County customers.
5. The Town acknowledges and agrees that the water provided by the County is treated water. As such, the Town agrees that such treated water cannot and shall not be mixed with untreated water, all in accordance with applicable statutory and regulatory requirements of the Commonwealth of Virginia. The County shall be responsible for meeting applicable water quality requirements at the point where County water enters the Town system, and the Town shall be responsible for meeting applicable water quality requirements after that point including with respect to all water delivered by the Town to the Gatling Pointe subdivisions and other lots within the County's Gatling Pointe/Battery Park service area.
6. The parties hereto agree that if any incident should occur which may result in financial penalties or civil actions, then such incident shall be investigated by a third party, independent engineering firm to be agreed upon by the parties. The cost for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is solely or partly responsible for damages caused by the incident and such investigation results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions. In the event that the parties cannot agree to the results of the third party investigation the parties agree to submit the matter to binding arbitration.

ARTICLE 2
SEWERSEWER

1. The County and Town acknowledge that sewerage flows from the Gatling Pointe residential subdivision and other lots within the County's Gatling Pointe/Battery Park service area may continue to flow through a portion of the Town's public sewer force main system prior to discharge into the Hampton Roads Sanitation District sewer interceptor. The Town agrees that said flows may continue flowing through its system, and that the Town shall be responsible for the costs of maintaining all public sewer force main lines within the Town's boundaries.

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2. In consideration of this continuing obligation to maintain all sewer force main lines within the Town's boundaries, the County agrees to pay the Town a monthly surcharge in the amount of \$2.50 per month for each residential and commercial connection which shall be paid by the County on a bi-monthly basis.
3. Both the Town and County shall comply with their respective obligations as set forth in their respective Special Orders by Consent with VDEQ, recognizing the interdependency and integrity of their respective public sewer collection systems.
4. The County acknowledges the Town's ownership of the sewer force main located within the Town's boundaries and that the Town reserves the right to allow connections to such force main within the Town's boundaries at its sole discretion, without interference from the County, either by connection to a facility which discharges to the force main or by direct connection to the force main. The Town acknowledges that any such additional connections to the Town's sewer force main may impact the County's sewer system. Therefore, the Town shall notify the County ninety (90) days prior to any final action by the Town Council which may result in the authorization of new connections which are not authorized as of the effective date of this agreement. The purpose of this notice is to give the County an opportunity for review and comment. If such proposed additional connection(s) would result in impacts that require upgrades to the County's sewer system infrastructure, the Town hereby agrees to take whatever actions it deems necessary in order to provide the County with the necessary upgrade costs. Any additional upgrades, beyond what is required for the approved impacts, shall be performed at the sole expense of the party seeking such upgrades to their system.
5. The County acknowledges that the Town's sewer force main discharges to the Hampton Roads Sanitation District (HRSD) wastewater conveyance system and that the pressure in the HRSD system may from time to time adversely affect operations of both the Town's and the County's waste water sewer systems. The County further acknowledges that the Town has no authority or control over the pressure in the HRSD system. Neither party bears any responsibility for any adverse pressures nor bears any responsibility for any costs that the other may incur resulting from any measures to mitigate the adverse impacts, including costs related to any enforcement activities for sewer system overflows as a result thereof. However, if any party makes changes to the sewer system to mitigate the adverse impacts from HRSD, such party shall notify the other party of such mitigation measures.
6. Notwithstanding the provisions of Section 5 above, the parties agree that any adverse pressures resulting in sanitary sewer overflows which may result in financial penalties or civil actions pursuant to the Special Order by Consent with VDEQ shall be investigated by a third party, independent engineering firm, to be

agreed upon by the parties. Costs for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is solely or partly at fault for such sanitary sewer overflow and such investigative results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions imposed under the Special Order by Consent. In the event the parties cannot agree to the results of the independent third party investigation, the parties agree to submit the matter to binding arbitration.

ARTICLE 3
DURATION: TERM

This agreement shall be in effect for a period of two (2) years from the effective ~~date of final adoption by both parties.~~

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ARTICLE 4
TASK FORCE: WATER AND SEWER TASK FORCE

In further consideration hereof, the parties agree that they will form a task force to include representatives from the County of Isle of Wight, the Town of Smithfield and the Town of Windsor (the "Task Force"). The purpose of the Task Force is to enter into discussions for the long term planning for water and sewer utility services to all current and future customers of the three localities. The ~~T~~Task ~~F~~Force shall emphasize cooperation among the parties so as to plan for and secure water and sewer services for all customers, both within the towns and the county, at stable and affordable rates over the long term. The Task Force shall provide each of the three localities with its recommendations for such future operations no later than December 31, 2016.

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WITNESS the following signatures to this Agreement, the Isle of Wight County Board of Supervisors having authorized its County Administrator to execute this Agreement on behalf of the County pursuant to a motion adopted by the Isle of Wight County Board of Supervisors on _____, 2016 and the Smithfield Town Council having authorized the Town Manager to execute this Agreement on behalf of the Town pursuant to a resolution adopted by the Smithfield Town Council on _____, 2016.

SIGNATURES TO FOLLOW ON NEXT PAGE

ISLE OF WIGHT COUNTY, VIRGINIA

TOWN OF SMITHFIELD, VIRGINIA

Sanford B. Wanner
Interim County Administrator

Peter M. Stephenson
Town Manager

Attest:

Attest:

Carey Mills Storm, Clerk

Lesley G. King, Clerk

Approved as to Form:

Approved as to Form:

Mark C. Popovich
County Attorney

William H. Riddick, III
Town Attorney

**WATER AND SEWER SERVICES AGREEMENT
BY AND BETWEEN
ISLE OF WIGHT COUNTY, VIRGINIA
AND
THE TOWN OF SMITHFIELD, VIRGINIA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between Isle of Wight County, Virginia, a body politic of the Commonwealth of Virginia (hereinafter referred to as “the County”), and the Town of Smithfield, Virginia, a Virginia municipal corporation situate in Isle of Wight County, Virginia (hereinafter “the Town”).

WITNESSETH:

WHEREAS, the County and the Town each own, operate and maintain separate water and sewer systems which systems have been subject to pending agreements that affect these respective utilities; and,

WHEREAS, the Town and the County wish to continue their relationship whereby the Town shall ~~provide~~ water to the Gatling Pointe and Gatling Pointe South subdivisions and Battery Park service area; the County shall provide water to the Town from time to time as the Town may need additional water to service its customers; and the Town shall continue to provide sewer collection services for the Gatling Pointe and Gatling Pointe South subdivisions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

**ARTICLE 1
WATER**

1. The County and Town acknowledge and agree that, effective July 1, 2016, the receiving party shall pay the providing party \$6.~~24~~10 per 1,000 gallons of water provided during the term of this agreement. Billing shall be provided by the providing party to the receiving party on a bi-monthly basis. After the close of the fiscal year, or as soon as practicable thereafter, the parties shall complete a true-up schedule usage, rates and annual billings for the prior fiscal year, which reflects the actual audited use of the water being provided to the receiving party.
2. The County and Town agree and acknowledge that the sale of water from the Town to the County is intended to provide the amount of water needed for the County to supply water to its customers in the Gatling Pointe and Gatling Pointe South subdivisions and other lots within the Gatling Pointe/Battery Park service area, which areas lie outside the Town limits and which are currently being served by the Town in an amount estimated to be approximately One Hundred Fourteen Thousand Five Hundred (114,500) gallons per day.

3. The County shall make water available to the Town on an as needed basis in the event that the Town is unable to provide sufficient water for service to its customers, provided there is sufficient capacity for the needs of the Town in the County's system.
4. The Town shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of County water to Town customers within its jurisdictional limits. The County shall be responsible for any and all capital, maintenance, operational or other costs associated with the delivery of Town water to County customers within its jurisdictional limits.
5. The Town acknowledges and agrees that the water provided by the County is treated water. As such, the Town agrees that such treated water cannot and shall not be mixed with untreated water, all in accordance with applicable statutory and regulatory requirements of the Commonwealth of Virginia. The County shall be responsible for meeting applicable water quality requirements at the point where County water enters the Town system, and the Town shall be responsible for meeting applicable water quality requirements after that point including with respect to all water delivered by the Town to the Gatling Pointe subdivisions and other lots within the County's Gatling Pointe/Battery Park service area.
6. The parties hereto agree that if any incident should occur which may result in financial penalties or civil actions, then such incident shall be investigated by a third party, independent engineering firm to be agreed upon by the parties. The cost for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is solely or partly responsible for damages caused by the incident and such investigation results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions. In the event that the parties cannot agree to the results of the third party investigation the parties agree to submit the matter to binding arbitration.

ARTICLE 2
SEWER

1. The County and Town acknowledge that sewerage flows from the Gatling Pointe residential subdivision and other lots within the County's Gatling Pointe/Battery Park service area may continue to flow through a portion of the Town's public sewer force main system prior to discharge into the Hampton Roads Sanitation District sewer interceptor. The Town agrees that said flows may continue flowing through its system, and that the Town shall be responsible for the costs of maintaining all public sewer force main lines within the Town's boundaries.

2. In consideration of this continuing obligation to maintain all sewer force main lines within the Town's boundaries, the County agrees to pay the Town a monthly surcharge in the amount of \$2.50 per month for each residential and commercial connection which shall be paid by the County on a bi-monthly basis.
3. Both the Town and County shall comply with their respective obligations as set forth in their respective Special Orders by Consent with VDEQ, recognizing the interdependency and integrity of their respective public sewer collection systems.
4. The County acknowledges the Town's ownership of the sewer force main located within the Town's boundaries and that the Town reserves the right to allow connections to such force main within the Town's boundaries at its sole discretion, without interference from the County, either by connection to a facility which discharges to the force main or by direct connection to the force main. The Town acknowledges that any such additional connections to the Town's sewer force main may impact the County's sewer system. Therefore, the Town shall notify the County ninety (90) days prior to any final action by the Town Council which may result in the authorization of new connections which are not authorized as of the effective date of this agreement. The purpose of this notice is to give the County an opportunity for review and comment. If such proposed additional connection(s) would result in impacts that require upgrades to the County's sewer system infrastructure, the Town hereby agrees to take whatever actions it deems necessary in order to provide the County with the necessary upgrade costs. Any additional upgrades, beyond what is required for the approved impacts, shall be performed at the sole expense of the party seeking such upgrades to their system.
5. The County acknowledges that the Town's sewer force main discharges to the Hampton Roads Sanitation District (HRSD) wastewater conveyance system and that the pressure in the HRSD system may from time to time adversely affect operations of both the Town's and the County's waste water sewer systems. The County further acknowledges that the Town has no authority or control over the pressure in the HRSD system. Neither party bears any responsibility for any adverse pressures nor bears any responsibility for any costs that the other may incur resulting from any measures to mitigate the adverse impacts, including costs related to any enforcement activities for sewer system overflows as a result thereof. However, if any party makes changes to the sewer system to mitigate the adverse impacts from HRSD, such party shall notify the other party of such mitigation measures.
6. Notwithstanding the provisions of Section 5 above, the parties agree that any adverse pressures resulting in sanitary sewer overflows which may result in financial penalties or civil actions pursuant to the Special Order by Consent with VDEQ shall be investigated by a third party, independent engineering firm, to be agreed upon by the parties. Costs for such investigation shall be borne equally by the parties. In the event such investigation determines that the Town or County is

solely or partly at fault for such sanitary sewer overflow and such investigative results are agreed upon by the parties, the responsible party shall be solely and individually responsible for any and all financial penalties or civil actions imposed under the Special Order by Consent. In the event the parties cannot agree to the results of the independent third party investigation, the parties agree to submit the matter to binding arbitration.

ARTICLE 3

TERM

This agreement shall be in effect for a period of two (2) years from the effective date

ARTICLE 4

WATER AND SEWER TASK FORCE

In further consideration hereof, the parties agree that they will form a task force to include representatives from the County of Isle of Wight, the Town of Smithfield and the Town of Windsor (the "Task Force"). The purpose of the Task Force is to enter into discussions for the long term planning for water and sewer utility services to all current and future customers of the three localities. The Task Force shall emphasize cooperation among the parties so as to plan for and secure water and sewer services for all customers, both within the towns and the county, with the goal of establishing stable and affordable rates over the long term. The Task Force shall provide each of the three localities with its recommendations for such future operations no later than December 31, 2016.

WITNESS the following signatures to this Agreement, the Isle of Wight County Board of Supervisors having authorized its County Administrator to execute this Agreement on behalf of the County pursuant to a motion adopted by the Isle of Wight County Board of Supervisors on _____, 2016 and the Smithfield Town Council having authorized the Town Manager to execute this Agreement on behalf of the Town pursuant to a resolution adopted by the Smithfield Town Council on _____, 2016.

SIGNATURES TO FOLLOW ON NEXT PAGE

ISLE OF WIGHT COUNTY, VIRGINIA

TOWN OF SMITHFIELD, VIRGINIA

Sanford B. Wanner
Interim County Administrator

Peter M. Stephenson
Town Manager

Attest:

Attest:

Carey Mills Storm, Clerk

Lesley G. King, Clerk

Approved as to Form:

Approved as to Form:

Mark C. Popovich
County Attorney

William H. Riddick, III
Town Attorney