



November 21, 2012

TO: SMITHFIELD TOWN COUNCIL

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

**SUBJECT: NOVEMBER 2012 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, NOVEMBER 26TH, 2012

4:00 P.M. Police Members: Chapman (CH), Tynes, Gregory

- TAB # 1**
1. Public Comments
 2. Operational Updates

Immediately following the conclusion of the above meeting:

Water and Sewer Members: Gregory (CH), Smith, Tynes

- TAB # 2**
1. Public Comments
 2. Engineering Annual Service Contracts
 3. Water Line Easement for Smithfield Ice Cream Parlor

Immediately following the conclusion of the above meeting:

Finance Members: Pack (CH), Gregory, Cook

- TAB # 3**
- TAB # 4**
- TAB # 5**
- TAB # 6**
1. Public Comments
 2. October Financial Statements and Graphs
 3. October Cash Balances
 4. Invoices Over \$10,000 Requiring Council Payment Authorization:
 - a. Dixon Hughes Goodman \$ 18,000.00
 - b. Draper Aden Associates \$ 44,275.00
 5. 2012 Christmas Holiday Schedule

TUESDAY, NOVEMBER 27TH, 2012

4:00 p.m. Fire and Rescue Members: Tynes (CH), Pack, Chapman

1. Public Comments
2. Operational Updates

Immediately following the conclusion of the above meeting:

Public Works Members: Smith (CH), Cook, Tynes

- TAB # 7**
1. Public Comments
 2. Acceptance of Waterworks Lake Dam Grant Agreement between Virginia Resources Authority and the Town of Smithfield

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare Members: Cook (CH), Chapman, Smith

- TAB # 8**
- TAB # 9**
- TAB # 10**
- TAB # 11**
- TAB # 12**
1. Public Comments
 2. Pinewood Heights Relocation Project – Phase II Update
 3. One Year lease Extension with Smithfield Foods for 315 Main Street
 4. Charter Franchise Agreement Extension
 5. Draft Boundary Line Adjustment Agreement
 6. Windsor Castle Park Playground Design Contribution Request
 7. Windsor Castle Park Farming Operations MOU

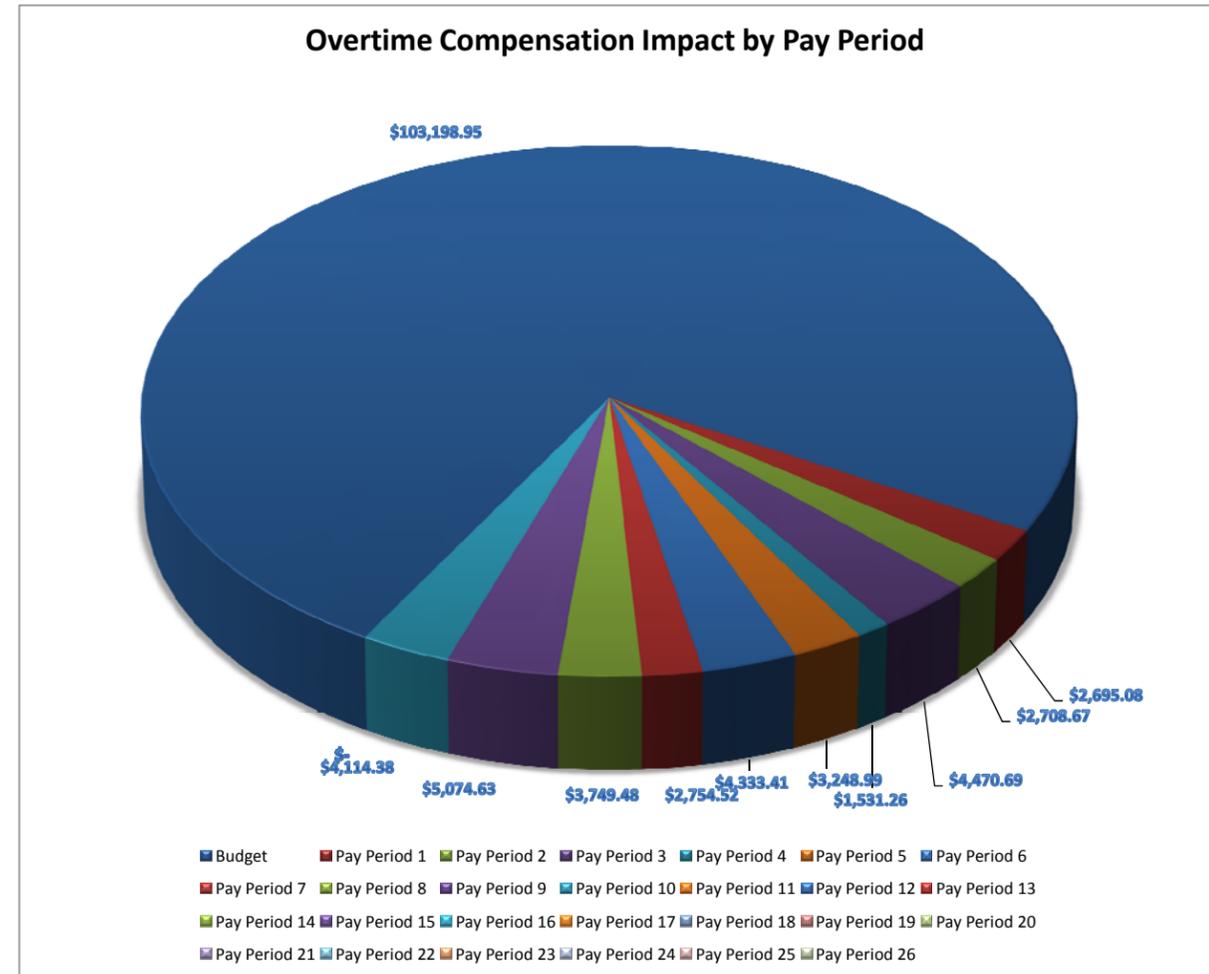
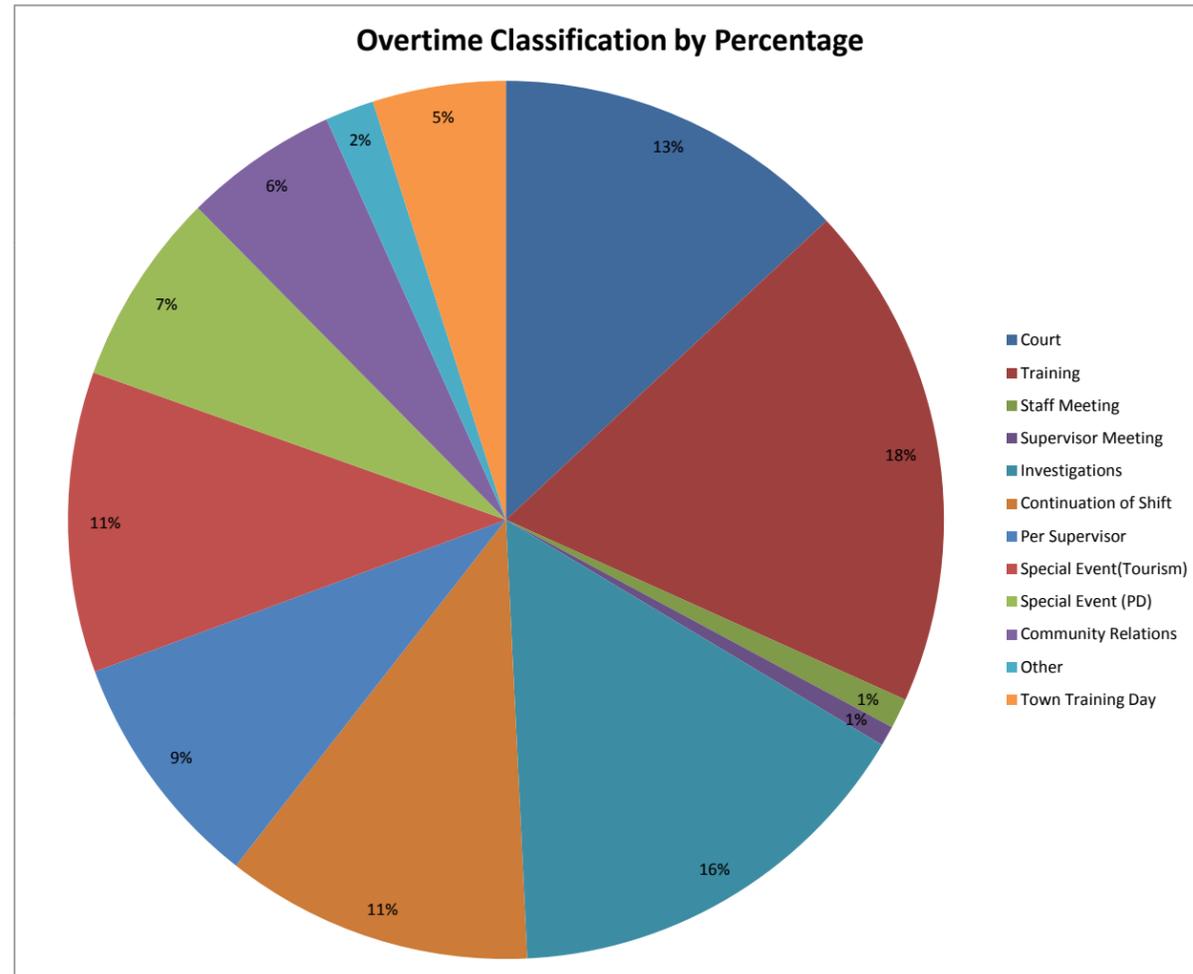
***** Additional Item Not Listed on Committee but will be on Council's December 4th Agenda*****

- Approval of November 6th Town Council Minutes
 - Approval of 2013 Meeting Date Schedule
 - Urban Archery
-

Snap Shot Report (2nd Quarter) After 2nd Pay Period: (4) Pay Periods Left in Quarter

Beginning Budget \$103,198.95

Proposed Expenditure for Quarter \$25,799.73
 Actual Expenditure for Quarter \$12,938.49
 Remaining **\$12,861.25**



OT Hours by Pay Period & Classification (Quarterly)

	Oct 7 - Oct 20	Oct 21 - Nov 3	Nov 4 - Nov 17	Nov 18 - Dec 1	Dec 2 - Dec 15	Dec 16 - Dec 29	Dec 30 - Jan 12	
Court	9.5	4	27	0	0	0	0	40.5
Training	21	31	53	0	0	0	0	105
Staff Meeting	0	1	1	0	0	0	0	2
Supervisor Meeting	0	0	0	0	0	0	0	0
Investigations	16.5	33	21	0	0	0	0	70.5
Continuation of Shift	6	12	16.5	0	0	0	0	34.5
Per Supervisor	12.5	17	11	0	0	0	0	40.5
Special Event (Tourism)	24	45	0	0	0	0	0	69
Special Event (PD)	0	0	0	0	0	0	0	0
Town Training Day	60	0	0	0	0	0	0	60
Community Relations	0	0	0	0	0	0	0	0
Other	7	1	0	0	0	0	0	8

Hurricane Sandy - 10/28-10/29/2012 - 38.5 Hours of OT
 Range Qualification - 11/13-11/15 2012 - 53 Hours of OT

November 21, 2012

TO SMITHFIELD TOWN COUNCIL
FROM TOWN MANAGER
SUBJECT ANNUAL ENGINEERING CONSULTING SERVICES CONTRACTS

The town presently has primary and secondary contracts with qualified engineering firms to provide needed services. For the past several years, Draper Aden Associates has served as our primary firm and Clark Nexsen has been our secondary firm. Further, Buchart Horn, Inc. remained under a previous contract specifically to assist the town with the design and construction of the new water treatment plant and our lingering state ground water withdrawal permit application.

None of these contracts may be further extended without the town issuing a request for proposals, which council authorized in August. Proposals were due September 28, 2012. We received eight proposals. Two proposals did not meet all of our submittal requirements and were disqualified. Staff narrowed the remaining six proposals down to three firms which were interviewed on Monday. Vice Mayor Gregory and Councilman Smith participated in the interviews along with Bill Hopkins, Wayne Griffin and me.

In summary the top ranked firm was Draper Aden Associates. The second ranked firm was Kimley-Horn and Associates, Inc. We recommend that council authorize me to negotiate new annual services contracts with these two firms. Further, while we continue our learning curve at the new water treatment plant and await DEQ approval of our water withdrawal permit, it is recommended that Buchart Horn, Inc. be available on call or as needed with a more limited contract. Once the actual overall contracts are negotiated and made ready for review I will return them to council for official approval. Subsequently, staff would present any specific scopes of work with these firms for your consideration and approval as assistance is needed.

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Revenue				
General Fund revenues				
General Fund revenues				
Real Estate Tax				
Current RE Tax	1,648,955.00	28,501.82	1,620,453.18	1.73%
Delinquent RE Tax	25,000.00	5,187.58	19,812.42	20.75%
Current RE Penalty	8,000.00	-	8,000.00	0.00%
Delinquent RE Penalty	2,500.00	560.00	1,940.00	22.40%
Current RE Interest	1,900.00	-	1,900.00	0.00%
Delinquent RE Interest	2,800.00	1,161.63	1,638.37	41.49%
Total Real Estate Taxes	1,689,155.00	35,411.03	1,653,743.97	2.10%
Personal Property Tax				
Current PP Tax	812,000.00	243,452.72	568,547.28	29.98%
Delinquent PP Tax	10,000.00	11,751.13	(1,751.13)	117.51%
Current PP Penalty	10,725.00	-	10,725.00	0.00%
Delinquent PP Penalty	3,900.00	2,021.63	1,878.37	51.84%
Current PP Interest	650.00	-	650.00	0.00%
Delinquent PP Interest	1,800.00	992.98	807.02	55.17%
Total Personal Property Tax	839,075.00	258,218.46	580,856.54	30.77%
Miscellaneous Receipts Over/Short				
	15.00	(23.09)	38.09	-153.93%
Total Over/Short	15.00	(23.09)	38.09	-153.93%
Other Taxes				
Franchise Tax	139,245.00	-	139,245.00	0.00%
Cigarette Tax	130,000.00	52,969.00	77,031.00	40.75%
Transient Occupancy Tax	140,000.00	82,878.50	57,121.50	59.20%
Meals Tax-4%	776,000.00	341,176.28	434,823.72	43.97%
Meals Tax-2%-budgeted at 1%	194,000.00	110,038.04	83,961.96	56.72%
Communications Tax	238,000.00	40,811.98	197,188.02	17.15%
Rolling Stock	25.00	13.19	11.81	52.76%
Rental Tax	1,300.00	781.59	518.41	60.12%
Sales Tax	275,000.00	46,241.29	228,758.71	16.82%
Consumption Tax	46,000.00	10,438.17	35,561.83	22.69%
Utility Tax	189,500.00	37,468.98	152,031.02	19.77%
Total Other Local Taxes	2,129,070.00	722,817.02	1,406,252.98	33.95%
Licenses, Permits & Privilege Fees				
Business Licenses	311,000.00	25,283.79	285,716.21	8.13%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Business Licenses Penalty	2,000.00	1,631.95	368.05	81.60%
Business Licenses Interest	1,500.00	137.15	1,362.85	9.14%
Permits & Other License	7,000.00	5,864.12	1,135.88	83.77%
WC Dog Park Registration	1,860.00	329.00	1,531.00	17.69%
Consultant Review Fees	5,000.00	300.00	4,700.00	6.00%
Vehicle License Tags	-	3.00	(3.00)	#DIV/0!
Vehicle License	130,000.00	1,204.74	128,795.26	0.93%
Total Licenses, permits and privilege fees	458,360.00	34,753.75	423,606.25	7.58%
<u>Fines & Costs</u>				
Public Defender Fee	-	-	-	#DIV/0!
Fines & Costs	57,000.00	14,869.24	42,130.76	26.09%
Total Fines & Forfeitures	57,000.00	14,869.24	42,130.76	26.09%
<u>From Use of Money and Property</u>				
General Fund Interest	8,000.00	1,429.72	6,570.28	17.87%
Beautification Fund Interest	15.00	56.22	(41.22)	374.80%
Note Proceeds-Farmers (HVAC Loan)	-	80,175.00	(80,175.00)	#DIV/0!
Rentals	9,365.00	9,388.86	(23.86)	100.25%
Smithfield Center Rentals	135,000.00	57,866.71	77,133.29	42.86%
Smithfield Center Vendor Programs	3,725.00	-	3,725.00	0.00%
Windsor Castle Event Rentals	4,000.00	-	4,000.00	0.00%
Fingerprinting Fees	-	390.00	(390.00)	#DIV/0!
Sale of Equipment	1,000.00	-	1,000.00	0.00%
Lease of Land	500.00	-	500.00	0.00%
Total revenue from use of money and property	161,605.00	149,306.51	12,298.49	92.39%
<u>Miscellaneous Revenue</u>				
Other Revenue	1,500.00	1,531.00	(31.00)	102.07%
Cash Proffer Revenues	-	-	-	#DIV/0!
Obici Foundation Wellness Grant	47,595.00	3,698.00	43,897.00	7.77%
Virginia Municipal Group Safety Grant	2,000.00	3,861.00	(1,861.00)	193.05%
Total Miscellaneous Revenue	51,095.00	9,090.00	42,005.00	17.79%
<u>From Reserves</u>				
Restricted Reserves-Beautification	-	-	-	#DIV/0!
Reserves-Pinewood Escrow	-	4,872.64	(4,872.64)	#DIV/0!
From Operating Reserves	474,086.09	219,978.08	254,108.01	46.40%
Total From Reserves	474,086.09	224,850.72	249,235.37	47.43%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
<u>Intergovernmental Virginia</u>				
Law Enforcement	161,533.00	40,383.00	121,150.00	25.00%
Litter Control Grant	2,609.00	3,765.00	(1,156.00)	144.31%
Police Block Grants-State	-	-	-	#DIV/0!
Urban Funds-State Match	-	-	-	#DIV/0!
Fire Programs	18,568.00	3,056.00	15,512.00	16.46%
VCA Grant	5,000.00	-	5,000.00	0.00%
DCA Grant (Dam)	25,000.00	-	25,000.00	0.00%
FEMA-VDEM (state portion)	-	3,275.23	(3,275.23)	#DIV/0!
Fuel Refund (state)	7,000.00	4,623.04	2,376.96	66.04%
Total State Revenue	219,710.00	55,102.27	164,607.73	25.08%
<u>Intergovernmental Federal</u>				
Federal Grants	5,000.00	7,599.02	(2,599.02)	151.98%
FEMA	-	-	-	#DIV/0!
Urban Fund Partial Use Allocation	-	-	-	#DIV/0!
FEMA-federal portion	-	14,449.56	(14,449.56)	#DIV/0!
Federal Formula	-	-	-	#DIV/0!
Federal Grant-Transportation Enhancement Program	-	-	-	#DIV/0!
Pinewood Heights CDBG Relocation Grant-Phase II	624,720.00	-	624,720.00	0.00%
Federal Fuel Income	8,300.00	1,735.30	6,564.70	20.91%
Total Federal Revenue	638,020.00	23,783.88	614,236.12	3.73%
<u>Other Financing Sources</u>				
<u>Operating Transfers In</u>				
Transfer In for Debt Service	-	-	-	#DIV/0!
Total Operating Transfers In	-	-	-	#DIV/0!
<u>Other Financing Sources</u>				
Capital Lease Acquisition	-	-	-	#DIV/0!
General Obligation Bond-Land Acquisition	-	-	-	#DIV/0!
Insurance Recoveries	-	3,738.62	(3,738.62)	#DIV/0!
Total Other Financing Sources	-	3,738.62	(3,738.62)	#DIV/0!
<u>Contributions</u>				
CHIPS Contributions	5,300.00	494.00	4,806.00	9.32%
Ruritan Club Contribution-Ivy Hill Bench	-	1,568.00	(1,568.00)	#DIV/0!
Contributions-Employee Awards	-	-	-	#DIV/0!
Contributions-IOW County Port Authority Grants	-	-	-	#DIV/0!
Pinewood Heights Contribution-IOW	-	-	-	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Contributions South Church Street Improvement Project	-	-	-	#DIV/0!
Total Contributions	5,300.00	2,062.00	3,238.00	38.91%
Total General Fund Revenue	6,722,491.09	1,533,980.41	5,188,510.68	22.82%
Less Revenues, Loan Funds, Grants and Contributions related to capital projects				
General Obligation Bond-Land Acquisition	-	-	-	
Cash Proffer Revenues	-	-	-	
Meals Tax (1%) allocated to Special Projects	(194,000.00)	(110,038.04)	(83,961.96)	
South Church Street Improvement Project-Grants	-	-	-	
South Church Street Improvement Project-Contributions	-	-	-	
Beautification Reserves		(224,850.72)	224,850.72	
Pinewood Heights Relocation Project -Grant-\$800,000	624,720.00	-	624,720.00	
Pinewood Heights Relocation Project-Contribution-IOW	-	-		
Total Non-operating Revenues	430,720.00	(334,888.76)	765,608.76	-77.75%
Total General Fund Operating Revenues	7,153,211.09	1,199,091.65	5,954,119.44	16.76%
General Fund Budget Expenses				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
GENERAL GOVERNMENT				
Town Council				
Salaries	40,000.00	13,220.00	26,780.00	33.05%
FICA	3,468.00	1,187.15	2,280.85	34.23%
Employee Wellness/Assistance Plan	1,900.00	546.00	1,354.00	28.74%
Legal Fees	30,000.00	6,665.50	23,334.50	22.22%
Election Expense	3,000.00	-	3,000.00	0.00%
Maintenance contracts	600.00	-	600.00	0.00%
Advertising	30,000.00	3,069.09	26,930.91	10.23%
Engineering	-	-	-	#DIV/0!
Professional Services	2,500.00	-	2,500.00	0.00%
Records Management maint & upgrades-scanner & software	3,900.00	-	3,900.00	0.00%
Site Plan Review	5,000.00	-	5,000.00	0.00%
Communications	5,100.00	719.40	4,380.60	14.11%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Insurance	27,665.00	13,062.50	14,602.50	47.22%
Supplies	20,000.00	5,440.72	14,559.28	27.20%
Travel & Training	7,000.00	1,715.27	5,284.73	24.50%
Subscriptions/Memberships	9,000.00	5,369.00	3,631.00	59.66%
Council Approved Items	10,000.00	1,939.96	8,060.04	19.40%
Public Defender Fees	2,000.00	-	2,000.00	0.00%
Bank Charges	375.00	66.00	309.00	17.60%
SpecialProjects	1,000.00	1,342.43	(342.43)	134.24%
Smithfield CHIPS program	3,772.00	2,256.00	1,516.00	59.81%
Update Town Charter & Code	2,000.00	-	2,000.00	0.00%
Education /Clerk	-	-	-	#DIV/0!
Annual Christmas Parade	325.00	543.00	(218.00)	167.08%
Council Approved Hwy	(22,270.00)	-	(22,270.00)	0.00%
Total Town Council	186,335.00	57,142.02	129,192.98	30.67%
<u>Town Manager</u>				
Salaries	201,022.01	58,252.57	142,769.44	28.98%
FICA	16,082.00	4,598.64	11,483.36	28.59%
VSRS	26,320.00	6,519.69	19,800.31	24.77%
Health	34,775.00	11,852.69	22,922.31	34.08%
Auto Expense	500.00	-	500.00	0.00%
Maintenance Contracts	1,400.00	-	1,400.00	0.00%
Communications	15,500.00	3,777.72	11,722.28	24.37%
Insurance	2,725.00	1,386.12	1,338.88	50.87%
Supplies	5,500.00	2,468.12	3,031.88	44.87%
Dues & Subscriptions	2,800.00	2,020.69	779.31	72.17%
Computer & technology expenses	16,000.00	3,770.16	12,229.84	23.56%
Travel & Training	5,000.00	1,949.73	3,050.27	38.99%
Other	100.00	55.00	45.00	55.00%
TM Allocated to Hwy	(6,450.00)	-	(6,450.00)	0.00%
Total Town Manager	321,274.01	96,651.13	224,622.88	30.08%
<u>Treasurer</u>				
Salaries	248,190.00	70,958.64	177,231.36	28.59%
FICA	19,860.00	5,601.70	14,258.30	28.21%
VSRS	30,885.00	7,650.75	23,234.25	24.77%
Health	30,650.00	8,538.89	22,111.11	27.86%
Audit	23,250.00	5,650.00	17,600.00	24.30%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Depreciation Software	2,700.00	-	2,700.00	0.00%
Communications	7,800.00	2,019.56	5,780.44	25.89%
Data Processing	18,000.00	4,261.89	13,738.11	23.68%
Service Contracts	17,100.00	10,228.10	6,871.90	59.81%
Insurance	2,350.00	1,194.68	1,155.32	50.84%
Supplies	15,000.00	3,538.79	11,461.21	23.59%
Dues & Subscriptions	2,300.00	1,467.21	832.79	63.79%
Credit Card Processing	1,000.00	355.18	644.82	35.52%
Cigarette Tax Stamps	2,575.00	-	2,575.00	0.00%
Travel & Training	1,500.00	26.33	1,473.67	1.76%
Other	100.00	-	100.00	0.00%
Treasurer Alloc to Hwy	(12,195.00)	-	(12,195.00)	0.00%
Total Treasurer	411,065.00	121,491.72	289,573.28	29.56%
PUBLIC SAFETY				
Police Department				
Salaries	1,318,996.00	382,282.43	936,713.57	28.98%
FICA	102,800.00	29,551.17	73,248.83	28.75%
VSRS	151,165.00	36,281.57	114,883.43	24.00%
Health Insurance	189,610.00	55,933.25	133,676.75	29.50%
Pre-employ screening/Emp Medical	2,000.00	-	2,000.00	0.00%
Uniforms	34,000.00	1,734.53	32,265.47	5.10%
Service Contracts	37,000.00	21,762.08	15,237.92	58.82%
Communications	65,000.00	14,270.45	50,729.55	21.95%
Computer & Technology Expenses	10,000.00	3,075.64	6,924.36	30.76%
Insurance	49,000.00	24,730.80	24,269.20	50.47%
Ins. - LODA	10,431.08	8,534.52	1,896.56	81.82%
Materials & Supplies	30,500.00	5,690.34	24,809.66	18.66%
Dues & Subscriptions	4,000.00	776.00	3,224.00	19.40%
Equipment	15,000.00	5,239.95	9,760.05	34.93%
Radio & Equipment repairs	3,500.00	-	3,500.00	0.00%
Vehicle Maintenance	40,000.00	6,260.82	33,739.18	15.65%
Gas	85,000.00	25,443.78	59,556.22	29.93%
Tires	7,500.00	259.00	7,241.00	3.45%
Travel & Training	30,000.00	7,919.33	22,080.67	26.40%
Special Events	500.00	347.71	152.29	69.54%
Crimes Network	-	-	-	#DIV/0!
Police Grants	25,000.00	4,203.52	20,796.48	16.81%
Investigation expenses	5,000.00	866.88	4,133.12	17.34%
Other	-	187.98	(187.98)	#DIV/0!

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Total Police Department	2,216,002.08	635,351.75	1,580,650.33	28.67%
<u>Fire Department</u>				
Salaries (Contribution to County)	-	-	-	#DIV/0!
Member Physicals	-	-	-	#DIV/0!
Uniforms	-	-	-	#DIV/0!
Protective Clothing	-	-	-	#DIV/0!
Communications	-	-	-	#DIV/0!
Computer & Technology Expenses	-	-	-	#DIV/0!
Insurance	-	-	-	#DIV/0!
Materials & Supplies	-	-	-	#DIV/0!
Radio Repairs & Maint	-	-	-	#DIV/0!
Truck Operation & Maint.	-	-	-	#DIV/0!
Gas & Tires	-	-	-	#DIV/0!
Maintenance Contracts	-	-	-	#DIV/0!
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%
Annual Meeting	-	-	-	#DIV/0!
State Pass Thru	18,568.00	-	18,568.00	0.00%
Total Fire Department	31,568.00	0.00	31,568.00	0.00%
<u>Contributions-Public Safety</u>				
Rescue Squad - Contrib.	-	-	-	#DIV/0!
Rescue Squad-Salaries (to County) & shared maintenance	-	-	-	#DIV/0!
E911 Dispatch Center	116,075.00	4,345.55	111,729.45	3.74%
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%
Total Contributions-Public Safety	126,075.00	4,345.55	121,729.45	3.45%
<u>PARKS, RECREATION & CULTURAL</u>				
<u>Smithfield Center</u>				
Salaries	186,200.00	53,513.08	132,686.92	28.74%
FICA	14,896.00	4,322.26	10,573.74	29.02%
VRSRS	17,170.00	4,252.72	12,917.28	24.77%
Health	24,205.00	8,311.94	15,893.06	34.34%
Uniforms	1,200.00	257.95	942.05	21.50%
Contracted Services	23,000.00	11,134.83	11,865.17	48.41%
Retail Sales & Use Tax	500.00	230.78	269.22	46.16%
Utilities	35,000.00	8,167.65	26,832.35	23.34%
Communications	21,500.00	4,069.08	17,430.92	18.93%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Computer & technology expenses	2,500.00	351.96	2,148.04	14.08%
Insurance	4,535.00	2,291.34	2,243.66	50.53%
Kitchen Supplies	4,000.00	943.47	3,056.53	23.59%
Office Supplies/Other Supplies	5,000.00	958.49	4,041.51	19.17%
Food Service & Beverage Supplies	6,000.00	1,948.56	4,051.44	32.48%
AV Supplies	1,000.00	310.48	689.52	31.05%
Equipment	-	-	-	#DIV/0!
Repairs & Maintenance	40,000.00	18,977.58	21,022.42	47.44%
Systems Maintenance (HVAC, AV, Generator)	10,000.00	-	10,000.00	0.00%
Hurricane Irene Repairs & Maintenance	-	-	-	#DIV/0!
Landscaping	10,000.00	2,931.26	7,068.74	29.31%
Travel & Training	2,000.00	1,236.79	763.21	61.84%
Programming Expenses	1,000.00	-	1,000.00	0.00%
Advertising	20,000.00	10,829.25	9,170.75	54.15%
Refund event deposits	3,500.00	1,912.50	1,587.50	54.64%
Other	-	-	-	#DIV/0!
Credit card processing expense	3,650.00	1,787.11	1,862.89	48.96%
Total Smithfield Center	436,856.00	138,739.08	298,116.92	31.76%
<u>Contributions-Parks, Recreation and Cultural</u>				
Farmers Market	3,000.00	-	3,000.00	0.00%
Hampton Roads Partnership	1,960.00	-	1,960.00	0.00%
Isle of Wight Arts League	10,000.00	5,000.00	5,000.00	50.00%
Library	36,000.00	-	36,000.00	0.00%
Total Contributions-Park, Recreation and Cultural	50,960.00	5,000.00	45,960.00	9.81%
<u>Parks & Recreation</u>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	-	500.00	0.00%
Pinewood Playground	500.00	-	500.00	0.00%
Clontz Park	1,000.00	355.67	644.33	35.57%
Windsor Castle	85,000.00	13,379.89	71,620.11	15.74%
Community Wellness Initiative	23,727.00	127.99	23,599.01	0.54%
Virginia Healthy Youth Foundation	-	-	-	#DIV/0!
Cypress Creek-No Wake Zone	-	-	-	#DIV/0!
Waterworks Dam (possible \$50,000)	35,000.00	1,750.00	33,250.00	5.00%
Fireworks	2,000.00	2,000.00	-	100.00%
Total Parks & Recreation	148,327.00	17,613.55	130,713.45	11.87%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
COMMUNITY DEVELOPMENT				
Pinewood Heights				
Non-CDBG Contributed Operating Expenses				
Administration				
Precontract/ERR	6,000.00	540.00	5,460.00	9.00%
Management Assistance	24,000.00	3,061.14	20,938.86	12.75%
Monitoring/Closeout	3,000.00	-	3,000.00	0.00%
Permanent Relocation				
Owner Occupied Households	514,020.00	-	514,020.00	0.00%
Renter Occupied Households	49,400.00	7,872.64	41,527.36	15.94%
Relocation Specialist	15,000.00	1,873.77	13,126.23	12.49%
Acquisition Specialist	15,000.00	-	15,000.00	0.00%
Clearance & Demolition	29,000.00	11,950.00	17,050.00	41.21%
Phase II Planning Grant		-	-	#DIV/0!
Subtotal Non CDBG	655,420.00	25,297.55	630,122.45	3.86%
CDBG Contributed Operating Expenses				
Permanent Relocation				
Owner Occupied Households		-	-	#DIV/0!
Renter Occupied Households		-	-	#DIV/0!
Clearance & Demolition		-	-	#DIV/0!
Phase II Planning Grant	-	-	-	#DIV/0!
Subtotal CDBG	-	-	-	#DIV/0!
Total Pinewood Heights Contributions	655,420.00	25,297.55	630,122.45	3.86%
Contributions-Community Development				
APVA Courthouse Contribution	5,000.00	-	5,000.00	0.00%
Chamber of Commerce	6,000.00	-	6,000.00	0.00%
Christian Outreach	6,000.00	-	6,000.00	0.00%
Genieve Shelter	9,000.00	-	9,000.00	0.00%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
TRIAD	1,650.00	-	1,650.00	0.00%
Tourism Bureau	209,976.00	-	209,976.00	0.00%
Historic Smithfield-20/20 donation	-	-	-	#DIV/0!
Western Tidewater Free Clinic	25,000.00	-	25,000.00	0.00%
YMCA Projects	50,000.00	-	50,000.00	0.00%
Total Contributions-Community Development	312,626.00	-	312,626.00	0.00%
PUBLIC WORKS				
Planning, Engineering & Public Works				
Salaries	227,230.00	68,443.47	158,786.53	30.12%
FICA	18,180.00	5,403.14	12,776.86	29.72%
VRSRS	33,160.00	7,468.48	25,691.52	22.52%
Health	35,300.00	11,778.79	23,521.21	33.37%
Uniforms	2,000.00	488.55	1,511.45	24.43%
Contractual	8,500.00	2,361.34	6,138.66	27.78%
GIS	-	400.00	(400.00)	#DIV/0!
Recycling-new contract	62,000.00	12,819.00	49,181.00	20.68%
Trash Collection-new contract-2% for CPI	397,000.00	129,013.90	267,986.10	32.50%
Street Lights	5,000.00	207.34	4,792.66	4.15%
Communications	20,000.00	3,585.53	16,414.47	17.93%
Safety Meetings	7,500.00	622.44	6,877.56	8.30%
Insurance	7,575.00	3,836.60	3,738.40	50.65%
Materials & Supplies	6,000.00	1,027.69	4,972.31	17.13%
Repairs & Maintenance	7,000.00	6,111.41	888.59	87.31%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Gas & Tires	10,500.00	2,632.60	7,867.40	25.07%
Travel & Training	6,000.00	1,326.23	4,673.77	22.10%
Haydens Lane Maintenance	3,500.00	-	3,500.00	0.00%
Veterans War Memorial	1,000.00	35.61	964.39	3.56%
Streetscape improvements-non capital expenses (web)	-	-	-	#DIV/0!
Litter Control Grant	3,078.00	-	3,078.00	0.00%
Dues & Subscriptions-	2,000.00	821.00	1,179.00	41.05%
Other	1,000.00	150.24	849.76	15.02%
Public Works Alloc to Hwy	(6,500.00)	-	(6,500.00)	0.00%
Total Public Works	857,023.00	258,533.36	598,489.64	30.17%
PUBLIC BUILDINGS				
Public Buildings				
Salaries	20,920.00	5,907.63	15,012.37	28.24%
FICA	1,675.00	531.24	1,143.76	31.72%

Town of Smithfield				
General Fund Operating Budget				
Description	Adopted Budget 2012/2013	Actual as of 10/31/12	Remaining Budget	% of budget
Contractual	5,500.00	3,570.53	1,929.47	64.92%
Communications	3,750.00	2,851.55	898.45	76.04%
Utilities	43,000.00	11,655.78	31,344.22	27.11%
Insurance	2,105.00	1,633.46	471.54	77.60%
Materials & Supplies	2,500.00	1,681.61	818.39	67.26%
Repairs & Maintenance	30,000.00	3,112.02	26,887.98	10.37%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Rent Expense-Office Space	4,800.00	800.00	4,000.00	16.67%
Other	1,000.00	142.88	857.12	14.29%
Alloc Costs to Hwy	(13,750.00)	-	(13,750.00)	0.00%
Total Public Buildings	101,500.00	31,886.70	69,613.30	31.42%
OTHER FINANCING USES				
Other Financing Uses				
Transfers to Operating Reserves		-	-	#DIV/0!
Transfers to Restricted Reserves-Special Projects (Pinewood)		88,563.13	(88,563.13)	#DIV/0!
Transfers to Restricted Reserves-S Church Street Project	-	-	-	#DIV/0!
Total Transfers from Reserves	-	88,563.13	(88,563.13)	#DIV/0!
DEBT SERVICE				
Debt Service				
Principal Retirement				
Public Building Acquisition	19,914.00	-	19,914.00	0.00%
HVAC	-	1,238.01	(1,238.01)	#DIV/0!
Line of Credit Retirement-interest	5,000.00	3,209.38	1,790.62	64.19%
Interest and fiscal charges				
Public Building Acquisition	33,991.00	-	33,991.00	0.00%
HVAC	-	240.52	(240.52)	#DIV/0!
Total Debt Service	58,905.00	4,687.91	54,217.09	7.96%
Total General Fund Expenses	5,913,936.09	1,485,303.45	4,428,632.64	25.12%
Less Expenses related to capital projects:				
Legal Fees	-	-	-	
Professional Fees	-	-	-	
Pinewood Heights Relocation Project Expenses	(655,420.00)	(25,297.55)	(630,122.45)	
Pinewood Heights Line of Credit Expenses	(5,000.00)	(3,209.38)	(1,790.62)	
Total Non-operating Expenses	(660,420.00)	(28,506.93)	(631,913.07)	4.32%

Town of Smithfield							
General Fund Operating Budget							
	Adopted Budget	Actual as of		Remaining	% of		
Description	2012/2013	10/31/12		Budget	budget		
Total General Fund Operating Expenses	5,253,516.09	1,456,796.52		3,796,719.57	27.73%		
Net Operating Reserve (+/-)	1,899,695.00	(257,704.87)		2,157,399.87	-13.57%		
Net Reserve (+/-)	808,555.00	48,676.96		759,878.04	6.02%		

	Adopted Budget 2012/2013	Actual 10/31/2012	Remain Budget	% of Budget
Net Operating Reserves (Deficit)	808,555.00	48,676.96	759,878.04	6.02%
Capital Outlay General Fund				
GENERAL GOVERNMENT				
COMMUNITY DEVELOPMENT				
Pinewood Heights Relocation-CIP				
Non CDBG Capital Acquisition				
Owner Occupied Units	(1,830.00)	-	(1,830.00)	0.00%
Renter Occupied Units	(322,305.00)	-	(322,305.00)	0.00%
Vacant Lots	-	-	-	#DIV/0!
Appraisal/Legal	(9,620.00)	(1,050.00)	(8,570.00)	10.91%
Subtotal Non CDBG Capital Acquisition	(333,755.00)	(1,050.00)	(332,705.00)	0.31%
CDBG Capital Acquisition-MY2				
Owner Occupied Units	(352,800.00)	-	(352,800.00)	0.00%
Renter Occupied Units	-	-	-	#DIV/0!
Vacant Lots	-	-	-	#DIV/0!
Subtotal CDBG Capital Acquisition	(352,800.00)	-	(352,800.00)	0.00%
Total Pinewood Heights Relocation CIP	(686,555.00)	(1,050.00)	(685,505.00)	0.15%
PARKS, RECREATION AND CULTURAL				
Smithfield Center-HVAC unit	(24,000.00)	-	(24,000.00)	0.00%
Windsor Castle-Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
PUBLIC SAFETY				
Police				
Police Vehicles	(88,000.00)	(26,497.68)	(61,502.32)	30.11%
Ipads for vehicles		(5,392.00)	5,392.00	#DIV/0!
Copier	(10,000.00)		(10,000.00)	0.00%
Command Vehicle	-	-	-	#DIV/0!
PUBLIC WORKS				
Vehicles and Equipment	-	-	-	#DIV/0!
N/S Church St Streetscape Improvements	-	(13,937.28)	13,937.28	#DIV/0!
PUBLIC BUILDINGS				
Generator	-	-	-	#DIV/0!
Office Space Improvements-furniture, security, landscaping	-	-	-	#DIV/0!
Office Space Improvements-contractor (building only)-defer one year	-	-	-	#DIV/0!
Net Capital Outlay	(808,555.00)	(48,676.96)	(759,878.04)	6.02%

	Adopted Budget 2012/2013	Actual 10/31/2012	Remain Budget	% of Budget
Net Reserves (Deficit) after capital outlay	-	-	-	#DIV/0!

Town of Smithfield				
Sewer Fund Budget				
	Adopted Budget 2012/2013	Balance as of 10/31/12	Remaining Budget	% of budget
Revenue				
Operating Revenues				
Sewer Charges	812,935.00	285,026.06	527,908.94	35.06%
Sewer Compliance Fee	490,425.00	163,138.12	327,286.88	33.26%
VML Safety Grant	-	-	-	#DIV/0!
Miscellaneous Revenue	500.00	593.75	(93.75)	118.75%
Connection fees	23,700.00	14,220.00	9,480.00	60.00%
Total Operating Revenue	1,327,560.00	462,977.93	864,582.07	34.87%
Town of Smithfield				
Sewer Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 10/31/12	Remaining Budget	% of budget
Expenses				
Operating Expenses				
Salaries	263,165.00	78,611.21	184,553.79	29.87%
FICA	21,055.00	6,205.82	14,849.18	29.47%
VSRS	34,605.00	8,148.98	26,456.02	23.55%
Health	42,920.00	14,183.42	28,736.58	33.05%
Uniforms	2,500.00	718.38	1,781.62	28.74%
Audit & Legal Fees	21,625.00	4,262.75	17,362.25	19.71%
HRPDC sewer programs	899.00	224.75	674.25	25.00%
Maintenance & Repairs	50,000.00	20,652.28	29,347.72	41.30%
Hurricane Irene Expenses	-	-	-	#DIV/0!
VAC Truck Repairs & Maintenance	7,500.00	489.70	7,010.30	6.53%
Data Processing	14,000.00	3,196.39	10,803.61	22.83%
Dues & Subscriptions	150.00	29.00	121.00	19.33%
Utilities	40,000.00	8,206.04	31,793.96	20.52%
SCADA Expenses	3,500.00	1,005.03	2,494.97	28.72%
Telephone	16,500.00	2,110.29	14,389.71	12.79%
Insurance	14,700.00	7,435.82	7,264.18	50.58%
Materials & Supplies	46,000.00	5,765.15	40,234.85	12.53%
Truck Operations	14,000.00	3,023.70	10,976.30	21.60%
Travel & Training	4,000.00	-	4,000.00	0.00%
Contractual	3,250.00	751.47	2,498.53	23.12%
Miscellaneous	600.00	165.25	434.75	27.54%

Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Bank service charges	325.00	-	325.00	0.00%
Total Sewer Fund Operating Expenses before D&A Exp.	603,694.00	165,185.43	438,508.57	27.36%
Operating Income before D&A Expense	723,866.00	297,792.50	426,073.50	41.14%
Depreciation & Amort. Exp.	465,000.00	149,914.92	315,085.08	32.24%
Operating Income (Loss)	258,866.00	147,877.58	110,988.42	57.13%
Nonoperating Revenues (Expenses)				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	61,800.00	37,080.00	24,720.00	60.00%
Insurance Reimbursements	-	7,110.00	(7,110.00)	#DIV/0!
Contributed Capital-Smithfield Foods Rev Ln	20,690.00	-	20,690.00	0.00%
Interest Revenue	3,250.00	2,134.55	1,115.45	65.68%
Interest Expense	(43,475.00)	(22,900.22)	(20,574.78)	52.67%
Total Nonoperating Revenues (Expenses)	42,265.00	23,424.33	18,840.67	55.42%
Net Income (loss)	301,131.00	171,301.91	129,829.09	56.89%
WORKING ADJUSTMENTS TO CAFR				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	(61,800.00)	(37,080.00)	(24,720.00)	60.00%
Contributed Capital-Smithfield Foods Rev Ln	(20,690.00)	-	(20,690.00)	0.00%
Compliance Fee	(490,425.00)	(163,138.12)	(327,286.88)	33.26%
Bad Debt Expense	2,400.00	-	2,400.00	0.00%
Depreciation & Amort. Exp.	465,000.00	149,914.92	315,085.08	32.24%
Additional debt service costs-principal expense	(70,550.00)	(70,550.00)	-	100.00%
Total adjustments to CAFR	(176,065.00)	(120,853.20)	(55,211.80)	68.64%
Working adjusted income	125,066.00	50,448.71	74,617.29	40.34%

	Adopted Budget 2012/2013	Actual 10/31/2012	Remaining Budget	% of Budget
Sewer Fund				
Working adjusted income	125,066.00	50,448.71	74,617.29	40.34%
Sewer SSO Consent Order	(660,000.00)	(110,409.17)	(549,590.83)	16.73%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Sewer Master Plan	-	-	-	#DIV/0!
Rubber tire backhoe	-	-	-	#DIV/0!
Hot box for asphalt	-	-	-	#DIV/0!
Light Tower (1/4)	-	(1,800.00)	1,800.00	#DIV/0!
Sewer Capital Repairs	(100,000.00)	-	(100,000.00)	0.00%
Impeller-Wellington Pump Station	-	(5,410.00)	-	#DIV/0!
Truck	(17,500.00)	-	(17,500.00)	0.00%
Net Capital Outlay	(781,982.00)	(117,899.97)	(669,492.03)	15.08%
Net Reserves (Deficit) after capital outlay	(656,916.00)	(67,451.26)	(594,874.74)	10.27%
Funding from Development Escrow	-	-	-	-
Reserves from Sewer Capital Escrow Account	100,000.00	-	100,000.00	0.00%
Funding from Sewer Compliance Fee	660,000.00	110,409.17	549,590.83	16.73%
Draw from operating reserves	-	-	-	#DIV/0!
Funding from Bond Escrow (released from refinance)	-	-	-	-
Net Cashflow	103,084.00	42,957.91	54,716.09	41.67%

Town of Smithfield				
Water Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 10/31/12	Remaining Budget	% of budget
Revenue				
Operating Revenue				
Water Sales	1,552,204.00	533,938.78	1,018,265.22	34.40%
Debt Service Revenue	403,640.00	134,212.20	269,427.80	33.25%
Miscellaneous	500.00	-	500.00	0.00%
Connection fees	9,900.00	5,940.00	3,960.00	60.00%
Application Fees	5,000.00	1,992.00	3,008.00	39.84%
Total Operating Revenue	1,971,244.00	676,082.98	1,295,161.02	34.30%
Town of Smithfield				
Water Fund Budget				
Description	Adopted Budget 2012/2013	Balance as of 10/31/12	Remaining Budget	% of budget
Expenses				
Salaries	320,265.00	97,470.56	222,794.44	30.43%
FICA	25,621.00	7,694.63	17,926.37	30.03%
VSRS	42,130.00	9,598.45	32,531.55	22.78%
Health	51,230.00	15,391.38	35,838.62	30.04%
Uniforms	3,000.00	726.50	2,273.50	24.22%
Contractual	18,475.00	2,999.78	15,475.22	16.24%
Legal & Audit	21,625.00	4,262.75	17,362.25	19.71%
Maintenance & Repairs	21,000.00	4,402.77	16,597.23	20.97%
Hurricane Irene Expenses	-	-	-	#DIV/0!
Water Tank Maintenance	100,000.00	-	100,000.00	0.00%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	-	1,000.00	0.00%
Regional Water Supply Study	2,421.00	605.33	1,815.67	25.00%
Data Processing	14,000.00	3,196.39	10,803.61	22.83%
Utilities	10,000.00	138.66	9,861.34	1.39%
Communications	15,045.00	2,230.01	12,814.99	14.82%
Insurance	16,800.00	13,244.07	3,555.93	78.83%
Materials & Supplies	114,400.00	12,098.19	102,301.81	10.58%
Gas and Tires	12,000.00	3,749.10	8,250.90	31.24%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	800.00	458.00	342.00	57.25%
Bank service charges	325.00	-	325.00	0.00%
Travel and Training	5,500.00	634.50	4,865.50	11.54%
Miscellaneous	9,500.00	4,488.51	5,011.49	47.25%
RO Annual costs	501,217.00	92,497.34	408,719.66	18.45%

Bad debt expense	5,300.00	-	5,300.00	0.00%
Total Water Fund Operating Expenses before D&A Exp.	1,311,654.00	275,886.92	1,035,767.08	21.03%
Operating Income before D&A Expense	659,590.00	400,196.06	259,393.94	60.67%
Depreciation & Amortization Expense	348,000.00	113,073.00	234,927.00	32.49%
Operating Income (Loss)	311,590.00	287,123.06	24,466.94	92.15%
Nonoperating Revenues (Expenses)				
Pro-Rata Share Fees	-	-	-	#DIV/0!
Availability Fees	40,800.00	24,480.00	16,320.00	60.00%
Interest Revenue	5,925.00	2,000.91	3,924.09	33.77%
Interest Expense	(134,915.00)	(15,850.46)	(119,064.54)	11.75%
Total Nonoperating Revenues (Expenses)	(88,190.00)	10,630.45	(98,820.45)	-12.05%
Net Income (Loss)	223,400.00	297,753.51	(74,353.51)	133.28%
WORKING ADJUSTMENTS TO CAFR (FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	(40,800.00)	(24,480.00)	(16,320.00)	60.00%
Bad Debt Expense	5,300.00	-	5,300.00	0.00%
Debt Service Revenue	(403,640.00)	(134,212.20)	(269,427.80)	33.25%
Depreciation & Amort. Exp.	348,000.00	113,073.00	234,927.00	32.49%
Additional debt service costs-principal expense	(311,725.00)	(237,509.26)	(74,215.74)	76.19%
Total adjustments to CAFR	(402,865.00)	(283,128.46)	(119,736.54)	70.28%
Working adjusted income	(179,465.00)	14,625.05	(194,090.05)	-8.15%

	Adopted Budget 2012/2013	Actual 10/31/2012	Remain Budget	% of Budget
Water Fund				
Net Operating Reserves (Deficit)	(179,465.00)	14,625.05	(194,090.05)	-8.15%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Truck	(17,500.00)		(17,500.00)	0.00%
Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Water Treatment/Fluoride PER	-	-	-	#DIV/0!
Net Capital Outlay	(21,982.00)	(2,080.80)	(19,901.20)	9.47%
Net Reserves (Deficit) after capital outlay	(201,447.00)	12,544.25	(213,991.25)	-6.23%
Operating Reserves	-	-	-	#DIV/0!
VML/VACO Draw Downs	-	-	-	#DIV/0!
Water Development Escrow	-	-	-	#DIV/0!
Water Capital Escrow	-	-	-	#DIV/0!
Additional financing	-	-	-	#DIV/0!
Debt Service fees applied to debt	335,016.55	193,094.91	141,921.64	57.64%
Net Cashflow	133,569.55	205,639.16	(72,069.61)	153.96%

Town of Smithfield				
Highway Fund				
	Adopted Budget	Balance as of	Remaining	% of
Description	2012/2013	10/31/12	Budget	budget
Revenue				
Interest Income	250.00	102.67	147.33	41.07%
Revenue - Commwlth of VA	986,456.92	250,879.98	735,576.94	25.43%
Total Highway Fund Revenue	986,706.92	250,982.65	735,724.27	25.44%
Town of Smithfield				
Highway Fund				
	Adopted Budget	Balance as of	Remaining	% of
Description	2012/2013	10/31/12	Budget	budget
Expenses				
Salaries	229,800.00	63,253.08	166,546.92	27.53%
FICA	18,384.00	4,993.40	13,390.60	27.16%
VSRS	28,380.00	6,725.30	21,654.70	23.70%
Health	44,035.00	13,499.05	30,535.95	30.66%
Uniforms	2,785.00	942.87	1,842.13	33.86%
Engineering	5,000.00	-	5,000.00	0.00%
Grass	31,400.00	13,023.61	18,376.39	41.48%
Maintenance	358,139.92	61,526.38	296,613.54	17.18%
Asphalt/Paving		8,056.52	(8,056.52)	
Ditching		20,025.10	(20,025.10)	
Traffic Control devices		5,195.18	(5,195.18)	
Other (maintenance)		-	-	
Other (lawnmowers, landscaping, etc)		27,995.58	(27,995.58)	
Structures and Bridges		-	-	
Ice and Snow removal		80.00	(80.00)	
Administrative		174.00	(174.00)	
Hurricane Irene Expenses		-	-	#DIV/0!
Street Lights	75,000.00	25,206.64	49,793.36	33.61%
Insurance	18,350.00	9,235.61	9,114.39	50.33%
VAC Truck Repairs	2,500.00	-	2,500.00	0.00%
Gas and Tires	8,000.00	2,432.96	5,567.04	30.41%
Stormwater (PARS)	-	-	-	#DIV/0!
Stormwater Management Program (town)	-	-	-	#DIV/0!
Stormwater Management Program (regional)	4,286.00	446.50	3,839.50	10.42%
Joint Cost Allocation	6,500.00	-	6,500.00	0.00%
Overhead Allocation	54,665.00	-	54,665.00	0.00%
Total Highway Fund Expense	887,224.92	201,285.40	685,939.52	22.69%
Net Reserves (+/-)	99,482.00	49,697.25	49,784.75	49.96%

Adopted Budget
2012/2013

Actual
10/31/2012

Remain
Budget

% of
Budget

HIGHWAY

	Adopted Budget 2012/2013	Actual 10/31/2012	Remain Budget	% of Budget
Net Operating Reserves (Deficit)	99,482.00	49,697.25	49,784.75	49.96%
John Rolfe/Battery Park intersection Turn Lane	(95,000.00)		(95,000.00)	0.00%
Construction Standards Update	(4,482.00)	(280.80)	(4,201.20)	6.27%
Hustler X-One 31KAW/60"	-	(7,459.00)	7,459.00	#DIV/0!
Light Tower	-	(1,800.00)	1,800.00	#DIV/0!
Net Capital Outlay	(99,482.00)	(9,539.80)	(89,942.20)	9.59%
Net Reserves (Deficit) after capital outlay	0.00	40,157.45	(40,157.45)	#DIV/0!

Notes: October 2012

GENERAL FUND

Revenues:

Real Estate

Real estate bills were mailed on October 26. Collections posted through November 16 totaled \$120,917.35. Mail is very heavy so the clerks are still in the process of posting.

Delinquent RE tax

Delinquent personal property tax collections through October are representative of supplemental billings for 2011 and prior years as well as amounts collected after the 2012 bills were mailed. We always include delinquent balances on the current year's bills. Total posted through November 16 is \$5889.22.

Current PP Tax

Personal property bills were mailed on November 1. Total posted through November 16 is \$277,721.84 which equals \$36826.95 plus the state contribution of \$240,794.89 that offsets the vehicle tax relief.

Delinquent PP Tax

Some of the delinquent PP collections resulted from supplemental billings at the end of FY2012; however, \$8,278.95 resulted from the collection of 2 delinquent business accounts (\$5,278.95 and \$3,000 respectively). Audit confirmations on delinquent accounts also inspired some taxpayers to make payment. Delinquent collections through November 16 total \$12,626.95 and already exceed projected budget.

Franchise Tax

As in previous years, franchise tax will not be collected until the last quarter of the fiscal year.

Transient Occupancy

In October we collected the second quarter transient occupancy payments. Revenues for the second quarter were slightly lower than first quarter (-\$2215.14) but higher than second quarter 2012 (+\$2342). Total collections are still \$4640.45 less than for the same period in FY2012.

Meals Tax

Please note that the meals tax contribution for Pinewood was increased as of July 1; however, the budget was adopted at 1% instead of 2% for that line item and will need to be amended. Also, the meals tax payments in July were for June collections so they were still paid at 5% instead of 6%. The increased payments started in August and have already made an impact. Meals tax collections are as strong as ever with the 4% portion running \$35,000 higher than the same period last year.

Communications Tax

There is a 2 month delay in receipt of communications tax from the state. The October statements reflect collection of the July and August 2012 communications tax.

Sales Tax Collections

Sales tax collections are received from IOW County after they receive the local

portion from the state, so again there is a delay. The October statements reflect sales tax collections for July and August 2012 which are very flat from last year with a difference of only \$28.

Consumption/Utility Tax

As with communications tax and sales tax, there is a delay in receipt of these taxes from DVP, CEC, and Columbia Gas. Revenue represents payments for July and August 2012 and part of September (Columbia Gas and CEC received, but DVP was not posted until November).

Business Licenses

Barbara Hunter and staff have focused a lot of time on delinquent business licenses along with the Town Attorney and have collected \$27,522 through November 16 of the new fiscal year. This is a little over \$2000 higher than in November of 2011. Several court dates were held in November with follow up in progress.

Permits and Other licenses

Include a land disturbing permit of \$1525.27 and a ROW permit of \$1708.85 from VICO Construction for Harvest Fellowship Baptist Church on Battery Park Rd. Have issued zoning permits totaling \$1810 through October.

Vehicle License Tax

This line item will recognize most of its revenue in November through December as the fee is now included on the PP tax bills that were mailed on November 1.

Fines and Costs

Fines and costs represents payments received from the IOW Clerk of Court for July through September and total \$996 more than the same period in FY2012.

General Fund Interest

Besides the fact that the interest rate is very low (average APY .20%), our general fund account balance has been low necessitating the use of the Farmers Bank line of credit and reducing the interest income generated as in prior years.

Note Proceeds-Farmers Bank

Note proceeds from the Farmers Bank for the SC HVAC loan. This was approved after the start of the new fiscal year, so it was not budgeted. We originally budgeted for capital maintenance of the SC HVAC system over a period of years, so that expense line item will need a budget amendment as well.

Rents

Rent is running higher than budgeted with the addition of the sublet of the old TM office and back collections of utility costs from Smithfield Foods on the Basse's Choice building.

Smithfield Center Rentals

YTD revenues through October are close to \$4000 higher than October 2012. The Center continues to build upon its reputation as a venue of choice.

Other Revenues

This line item is at 102% of budget due to collections of grass cutting reimbursements totaling \$1321. This is unusually high for the town.

VML Safety Grant

The Town received a VML safety grant of \$3,861 which ultimately may be spread across several funds. Budget was based on FY2012 actual.

From Reserves-Pinewood Escrow

This money was set aside in Phase I to pay the 42 month rent and utility supplement required for market rate renters.

From Operating Reserves

Town reserves funded \$219,978 of town expenses through October. Reserves used for October 2011 were \$734,348, so the deficit to date is \$514,370 lower than the same period last fiscal year. As in previous years, we would expect this reserve funding to drop to zero in November with significant collection of tax dollars.

Litter Control Grant

Budget was based on FY2012. We received additional funding this year to exceed budget by \$1,156.00

Fire Programs

This is an additional payment from the Department of Fire Programs. I am not sure what the payment represents unless the fire department requested a mini-grant; however, this money will be passed along to the fire department.

FEMA-state and federal portion

This is money received on the small project submissions for Hurricane Irene in August 2011. We still have not received the bulk of reimbursement for the large project (debris cleanup).

Federal Grants

The PD has already received 3 grants this year from traffic safety (\$6163) and local law enforcement (\$1436). Last year's total was \$3369.75 for the year excluding the port security grant (command vehicle).

Federal and State fuel income

Now that the Town has gone to Voyager cards which deduct the gas tax at the pump, these reimbursement revenues will drop off; however, the fuel cost will drop off as well since the tax is not added to the gas price.

Insurance Recoveries

Received \$3,739 from VML for repairs to PW vehicle that hit a deer.

Contributions

The Smithfield Ruritan Club donated \$1568 to the Town for a bench at Ivy Hill Cemetery in honor of Bill Johnston.

Expenses:

ALL DEPARTMENTS

VRS

VRS payments are behind for all departments because of a computer change implemented by

VRS. All reporting is to be done electronically starting with the October payments, but to date we have still not received word that we have been activated to process our October obligations.

Health

Represents the July through October payments of health and July through November payments of dental. Normally both are paid at the end of the month before the coverage date; however, there were some reconciliation issues with Anthem that delayed payment until the first of November for the health insurance.

Insurance

Have paid the first 2 quarters of the annual VML insurance plan for workers' comp/property/casualty.

Subscriptions/Memberships

Most annual dues and subscriptions are paid in the first few months of the fiscal year which accounts for the high percentage of expense to date in this line item for most departments

Town Council

Special Projects

\$450 paid to America in Bloom to register Judy Winslow and Gina Ippolito for the AIB dinner and awards. Also paid \$205 to All Virginia for porta-potties for Olden Days and \$106.78 for food (Ringos, Smithfield Ice Cream Parlor) for Olden Days. In September, we paid \$580.65 to All Virginia for porta-potties at Windsor Castle for the scheduled VA Symphony event.

Smithfield CHIPS

Paid \$2256 to VCE-Isle of Wight for 4-H Camp for children sponsored by CHIPS

Annual Christmas Parade

This is a low budget line item; however we have exceeded budget for the year with purchase of trophies for the parade winners.

Treasurer

Service Contracts

One half of the annual maintenance contract for BAI (\$4813) and all of the annual on-line payments contract (also with BAI-\$3750) is due as of the first month in the fiscal year. These are budgeted items; however, I did not receive notice from BAI that the on-line payments contract was increasing from \$3413 to \$3750.

Public Safety

Service Contracts

Includes required annual maintenance fee to Sungard Public Sector Inc for \$19,335.43 which is almost \$1000 higher than last year's cost.

Insurance-LODA

This is the additional insurance premium as required by the Line of Duty Act. We actually came in significantly under budget this year because some of the vacant positions in the PD had not been filled at the time that VRS requested a billing census. We alerted them to the fact that additional officers would be hired, but they informed us that they only bill based on actual number of officers at a certain point in time. There will be no supplemental billing during the year for the additional officers.

Special Events

\$500 to MAS Modern Marketing for items related to National Night Out for (tattoos and pencils), but received a refund of \$152.29 to offset this expense.

Smithfield Center

Contracted services

Includes \$3000 to Colonialwebb for 1st & 2nd quarter maintenance contract and \$5977 to Hobart for annual maintenance contract for the kitchen (gas range, convection ovens, gas fryer, steamer, dishwasher). These are budgeted contracts.

Repairs & Maintenance

Includes \$3489 to Stanley Steemer for deep cleaning carpet, tile, grout, and rugs. Also purchased a Tuscan Colonade Arch for \$1499.00. October expenses included \$2120 to Windsor Fire Extinguisher to flush and rebuild the 6' fire main and rebuild 3" domestic main supply and 3/4" domestic bypass meter. Also spent \$2024.50 with KI for folding tables.

Travel & Training

Registration and lodging for IACCA Fall Educational Event-Amy Musick

Advertising

Prior months Include \$2500 to the Wedding Wire and \$1841.50 to the Tidewater News. October expenses include \$1390 to Richwood Graphics for CPF523 matte silver 5"x7" picture frame, screen printed 2-color logo, re-draw logo to vector art and burn to CD as well as \$3683 to the Tidewater News for postcards.

Refund event deposits

Represents 7 deposit refunds through October.

Credit card processing charges

This line item is running above budget due to the activity on our account. Most of the fees are passed through to the customer, but some are absorbed by the town. The budget was increased this year to reflect actual from last year of \$3600.

Parks & Recreation

Fireworks

The expense for fireworks was billed by IOW in July and has been paid in full for the year.

Community Development

Pinewood Heights

The Town has a contract with Community Planning Partners for Phase II of the Pinewood Project. Monthly invoices will be charged to the budgeted line items as they occur. When market rate renters are relocated, the Town has to supplement their rent for 42 months. The total cost of this assistance for Phase I was moved to the Pinewood Escrow account and disbursements are made each month from that account. The full expense for this assistance was included in the cost of Phase I for reporting purposes, but the actual expense is booked each month as some renters do fall off the map. We had one renter relocate without a forwarding address, so we are currently holding that money in escrow until such time as she either resurfaces within the 42 months or the money reverts back to the Town. Through October we did relocate 2 residents in Phase II for a total cost of \$3000.

The \$11,950 was for demolition related to Phase I not Phase II, but the work was not completed by June 30, so it had to be expensed in FY2013. This expense was included in the total costs for Phase I previously presented to the council in the analysis of costs to date.

Public Works

Repairs & Maintenance

Includes \$3637.92 to Dave's Service Center for repairs made to PW vehicle after it hit a deer. This money has been reimbursed by VML and is shown in revenue under insurance recoveries. Also, includes \$880.00 to Goodrich and Sons to take down trees off of Cedar Street between parking lots.

Public Buildings

Contractual

Includes \$1205 to Windsor Fire Extinguisher service for yearly inspection for town's public buildings including town hall, public works, and PD. Also includes Orkin and All Virginia services.

Communications

Includes \$1904 for Fonality annual maintenance of the phone systems.

Insurance

Insurance premium from VML is running higher than other departments for this line item as there was a premium adjustment after the new fiscal year began for the remodeled PD and TM offices.

Materials & Supplies

Over half of the year's budget was expended in this line item as of July. Includes \$875.75 paid to V.R. Edwards Sheet Metal for 6" galv. Posts with 15"x15"x12" pads and holes (6) and 6" posts with no pads (2). No expense in August and only \$96.36 charged in September and \$610.80 in October for janitorial

supplies and a few other miscellaneous items. Comarth is tracking these costs by department in spreadsheet format so we can identify how these costs are originating and to determine if they should be charged to departmental supplies instead of public buildings.

Other Financing Uses

Transfers to Restricted Reserves-Spec Projects \$88,563.13 was earmarked as the remainder from meals tax funds collected from July through October that may be applied to Phase II of the Pinewood Heights Relocation Project.

Debt Service

HVAC-Principal & Interest This represents payments to Farmers Bank for the loan that was secured to replace HVAC equipment at the Smithfield Center. This loan was not originally budgeted.

Line of Credit Retirement-interest This line item represents interest paid to the Farmers Bank for line of credit money drawn down. I expect to repay the draw down in November once the tax revenues generate the cash to do so.

Capital:

Windsor Castle

Light Tower \$7200 item split 4 ways between WC, HWY, WA, SW.

Police

Police Vehicle

3 new police vehicles have been ordered, but only one has been received and paid for as of the end of September.

Ipads

This expense represents a group of ipads to be used in the police vehicles. Was not budgeted but was included in last year's grant for the command vehicle and should be reimbursed through that grant.

SEWER

Revenues

Sewer Charges

This revenue line item is slightly above an equally distributed budget at 35.06% to date. October 2011 revenues were at 33.25%. Consumption is up from last year

with usage through October at 81,409,491 gallons compared to 76,887,610 for the same period last year. At the current rate of \$3.50 per 1000, this is equivalent to a \$15,826 increase. Because of the rate differential, however, it is actually \$62,386 higher than October of 2011.

Miscellaneous

Sale of 5 Newport News cleanout boxes to All Virginia for \$593.75 exceeds expected miscellaneous revenue for the full year.

Connection fees

We budgeted 15 connection fees for 2013 and we have collected on nine meters through October. Last year we had a total of 11 meter connect fees.

Expenses

VRS

As explained in the general fund, the VRS payments are below budget because October has not yet been paid. We are waiting on VRS to activate our access to their new software.

Health Insurance

As noted in the general fund, the insurance expense line item represents payments for July through October for health insurance and July through November for dental.

Maintenance and repairs

October includes 2 impellers (Moore Creek pump station-\$2214 and Main St pump station-\$3207). These are expensed instead of capitalized since the individual cost is below the \$5000 capital threshold adopted by the Town. Also includes \$2096 to REW for the Moonefield Level XMTR replacement and to troubleshoot the Main Street Bubbler (whatever that is).

Insurance

Represents 1st and 2nd quarter payments to VML for property/casualty and workers' compensation insurance.

Depreciation and Amortization

This will need to be adjusted once we take action on audit recommendations. We are currently reviewing draft audit report.

Nonoperating Revenues (Expenses)

Availability fees

As with connect fees, we billed for 15 this fiscal year and have already connected on nine.

Insurance reimbursement

Reimbursement from VML for damage to SCADA antenna (lightning).

Interest Revenue

Total cash balances for all sewer accounts are \$119,458 less than in October of 2011; however, total interest revenue only dropped by \$48 largely because the interest rates on our escrow accounts which have strong balances are higher than those of our operating accounts that dropped off.

Interest Expense Includes the first semi-annual interest payment on the previously refinanced loan on the old sewer treatment plant (VRA loan).

WORKING ADJUSTMENTS TO CAFR

Debt Service Principal Principal on the VRA loan is paid only once a year, so interest only will be paid in April.

Sewer Capital

Light Tower \$7200 item split 4 ways between WC, HWY, WA, SW.

Impeller Purchased for Wellington Pump Station. Will have to come off of capital repairs budget of \$100,000.

WATER

Revenues

Water Charges Like sewer, water revenue is slightly above an equally distributed budget at 34.4% to date. October 2011 revenues were at 35.82% of budget. Consumption is up from last year with usage through October at 105,404,177 gallons compared to 103,459,078 for the same period last year. At the current rate of \$4.85 per 1000, this is equivalent to a \$9,434 increase. The Gatling Pointe accounts for IOW County skew the accuracy of this calculation and combined with the fact that the rate increased from \$2.55 to \$4.85 per \$1,000 bring the actual increase to \$240,968 over the same period last year.

Connection fees As with sewer, we budgeted 15 connection fees for 2013 and we have collected on nine meters through October. Last year was a total of 12 meter connect fees for water (1 more than sewer).

Application fees Application fees are dependent upon the number of new connects that are processed during a fiscal year for both new and existing construction. Some months are more active than others, but it usually balances out during the year for a total between \$5000 and \$6000. For FY2011, total application fees were \$5,234.

Expenses

VRS As explained in the general fund, the VRS payments are below budget because October has not yet been paid.

Health Insurance As noted in the general fund, the insurance expense line item represents payments for July through October for health insurance and July through November for dental.

Insurance

Represents 1st and 2nd quarter payment to VML for property/casualty and workers' compensation insurance. This is running higher than projected budget because of an endorsement adjustment of \$1288.49 for the RO plant and an elevation in the 2013 water premium allocation arising from insurance coverage for the RO plant that was not necessary in previous years. We estimated premiums during the budget workshops because we did not yet have the actual billing for FY2013.

Dues & Subscriptions

Most dues and subscriptions for all funds are paid at the beginning of the fiscal year. Even though this is a small amount of money, this line item is reflecting a large % of its total budget for the year.

Miscellaneous

Includes 1st and 2nd quarterly payment to VDH-Waterworks Technical Assistance Fund. This is billed annually and is based on the number of water customers in the town's system. The rate for this billing increased significantly from \$2.05 per connection last year to \$2.95 this year.

Depreciation and Amortization

This will need to be adjusted once we take action on audit recommendations.

Nonoperating Revenues (Expenses)

Availability fees

As with connect fees, we billed for 15 this fiscal year and have already connected on nine.

Interest Expense

Represents 1st semi-annual payment of the two VML-VACO loans less accrued interest from year end 2012 and the first payment of the VRA loan. This number appears low because so much interest is accrued for the first payments at prior year end. Adjustment will be made in June to accrue for next fiscal year's portion of the payment which will bring the expense in line with budget.

WORKING ADJUSTMENTS TO CAFR

Debt Service Principal

Includes principal on the old VRA loan (water portion) and principal on the two VML-VACO loans for the RO plant and waterline improvements. One of the VML loans has one principal payment and two interest payments for the year. The other includes two principal and two interest payments, so the second payment for that loan will be the final principal payment for the year.

Water Capital

Light Tower

\$7200 item split 4 ways between WC, HWY, WA, SW.

HIGHWAY

Revenues

Revenue-Commonwealth of VA Received 1st quarter state grant funds for highway maintenance.

Expenses

VRS As noted in the general fund, VRS expenses are reflecting below budget because the October payment has not been made pending VRS activation of their new software.

Health Insurance Also as noted in the general fund, the insurance expense line item represents payments for July through October for health insurance and July through November for dental coverage.

Grass Cutting Grass cutting is seasonal and is running at approximately 1.5% higher than October 2011 (\$464).

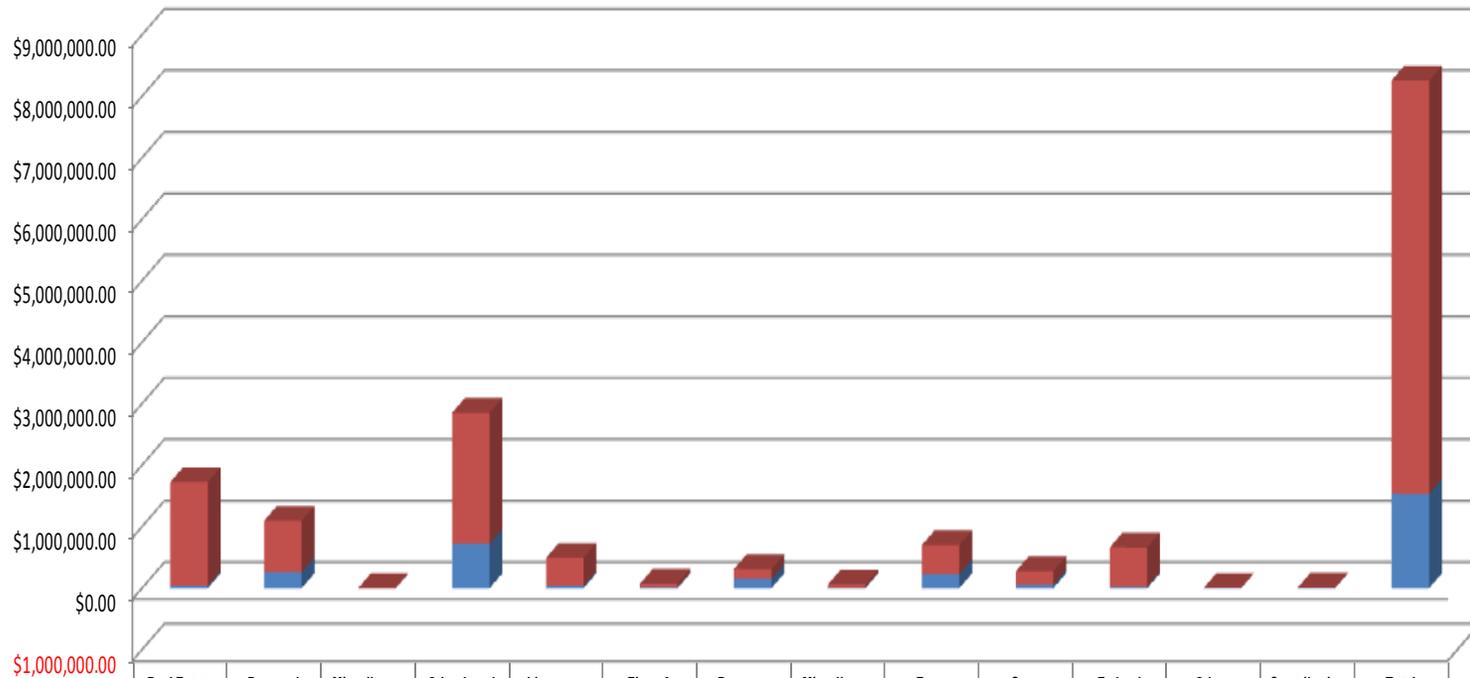
Insurance Represents 1st and 2nd quarter payments to VML for property/casualty and workers' compensation insurance.

Highway Capital

Hustler X-One 31KAW/60" Zero turn mower purchased from Farmers Service.

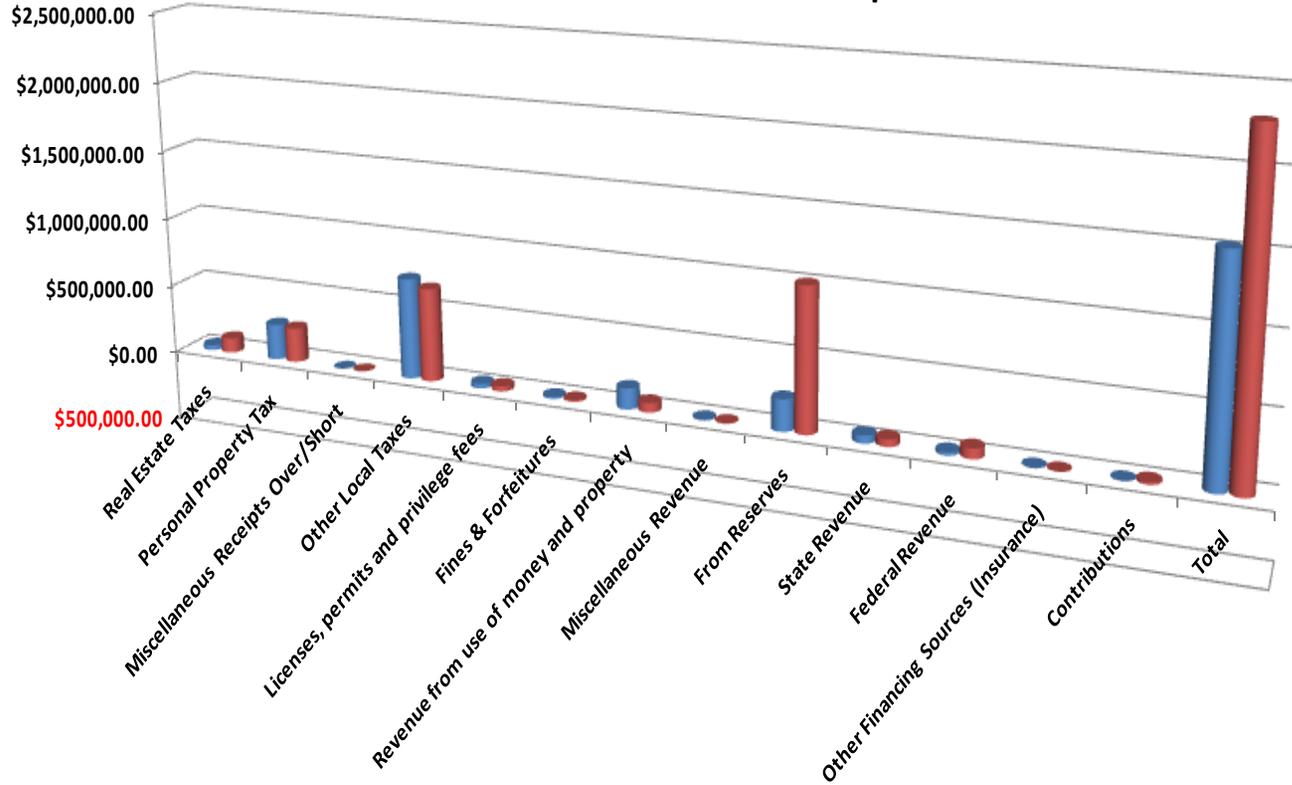
Light Tower \$7200 item split 4 ways between WC, HWY, WA, SW.

October 2012 YTD General Fund Revenues Compared to Budget



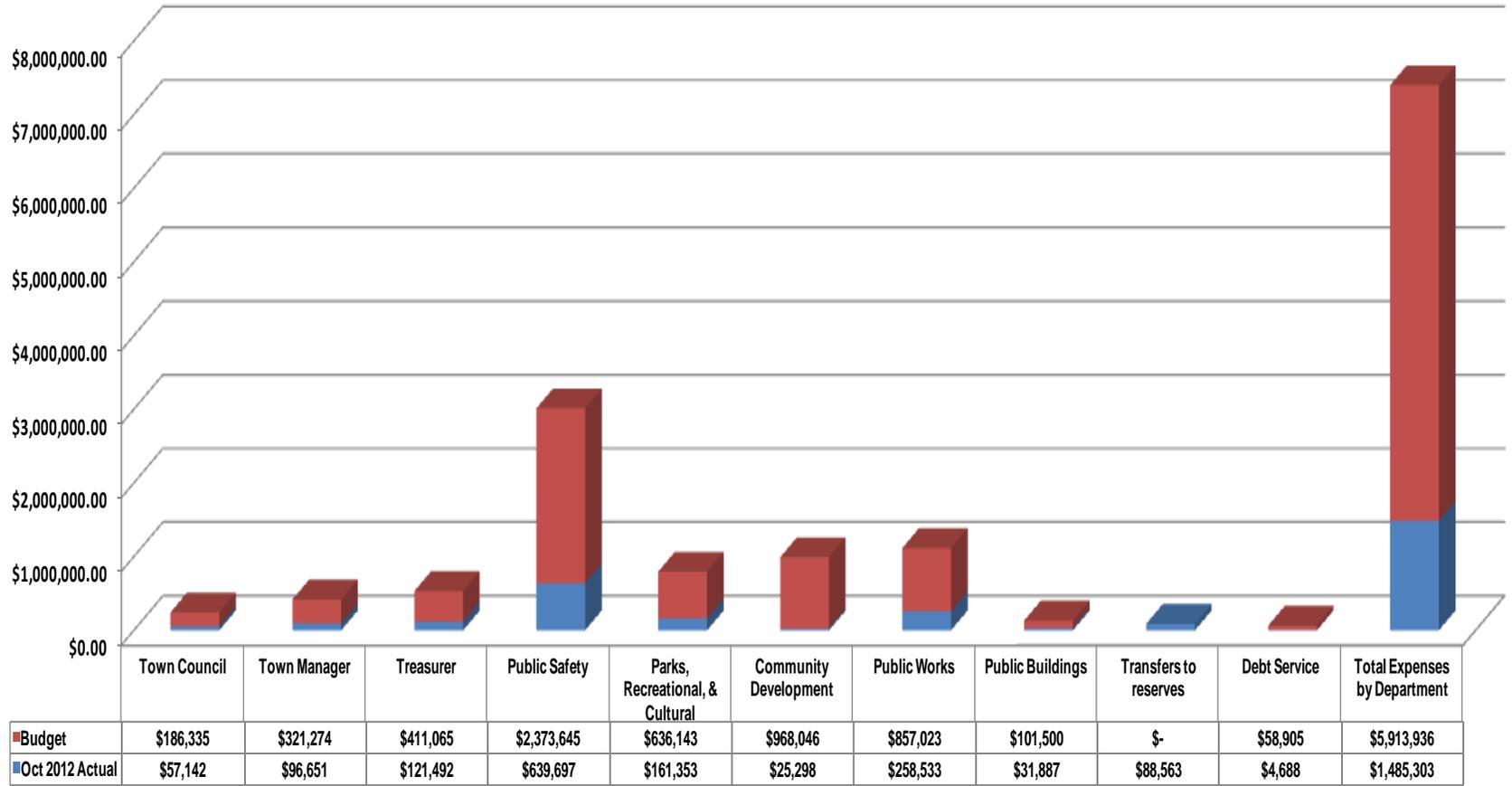
	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Forfeitures	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources	Contributions	Total
■ Budget	\$1,689,155	\$839,075	\$15	\$2,129,070	\$458,360	\$57,000	\$161,605	\$51,095	\$474,086	\$219,710	\$638,020	\$-	\$5,300	\$6,722,491
■ Oct 2012 Actual	\$35,411	\$258,218	\$(23)	\$722,817	\$34,754	\$14,869	\$149,307	\$9,090	\$224,851	\$55,102	\$23,784	\$3,739	\$2,062	\$1,533,980

October 2012 YTD General Fund Revenue Compared to October 2011

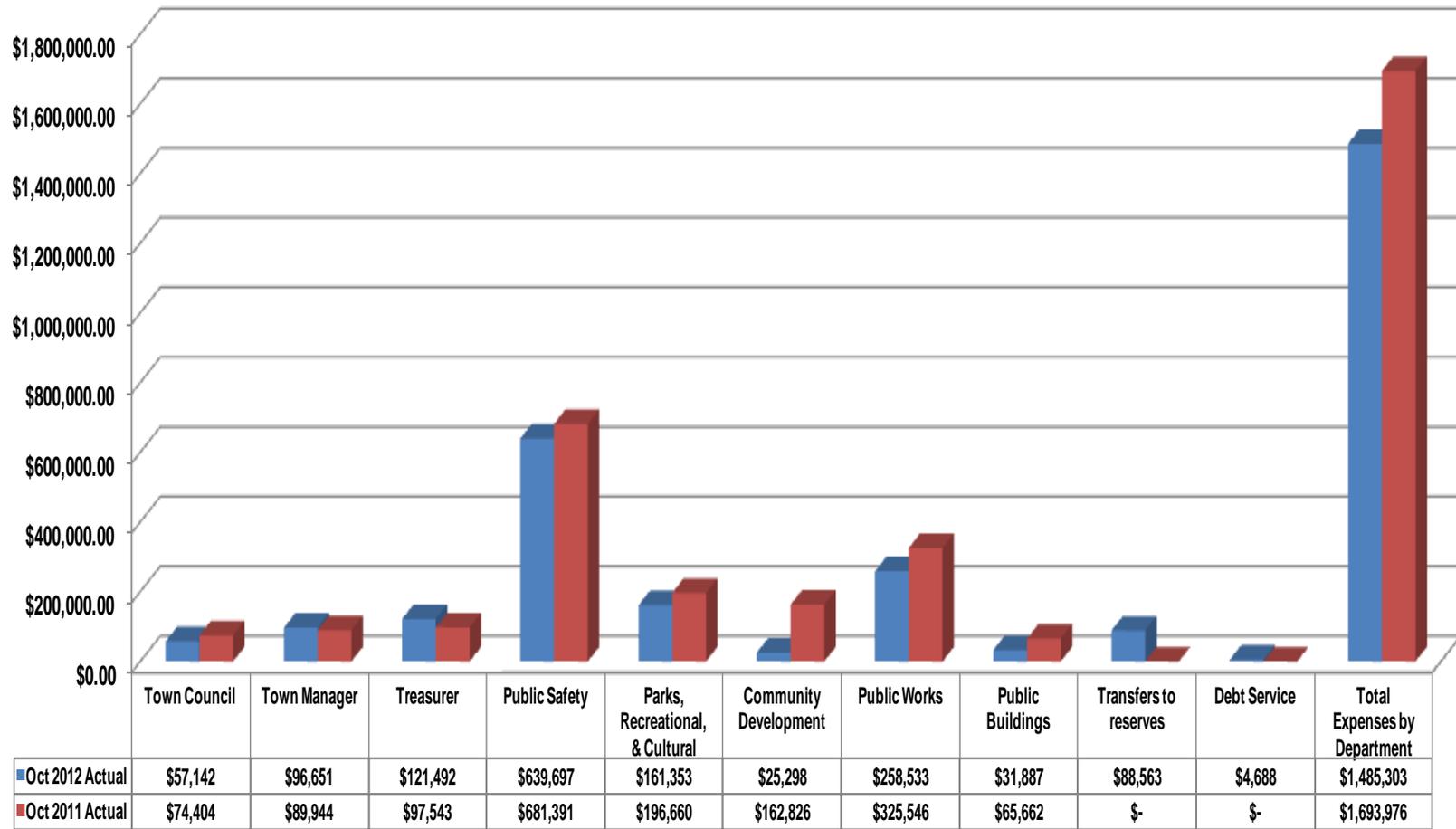


	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Forfeitures	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ Oct 2012 Actual	\$35,411	\$258,218	\$(23)	\$722,817	\$34,754	\$14,869	\$149,307	\$9,090	\$224,851	\$55,102	\$23,784	\$3,739	\$2,062	\$1,533,980
■ Oct 2011 Actual	\$106,600	\$249,293	\$3	\$668,656	\$36,573	\$13,983	\$67,796	\$4,825	\$1,014,139	\$51,715	\$73,065	\$1,436	\$17,768	\$2,305,852

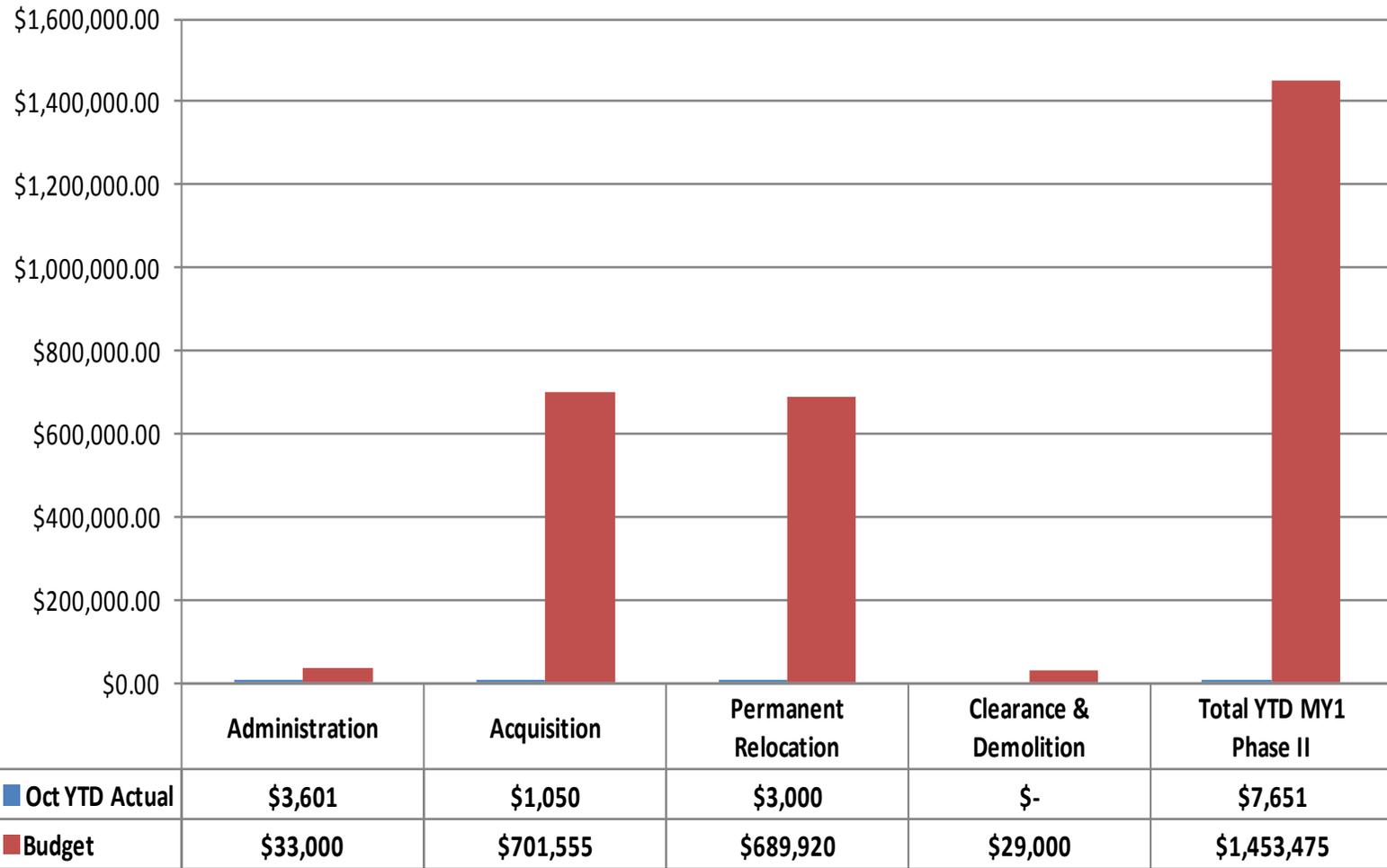
October 2012 YTD General Fund Operating Expenses Compared to Budget



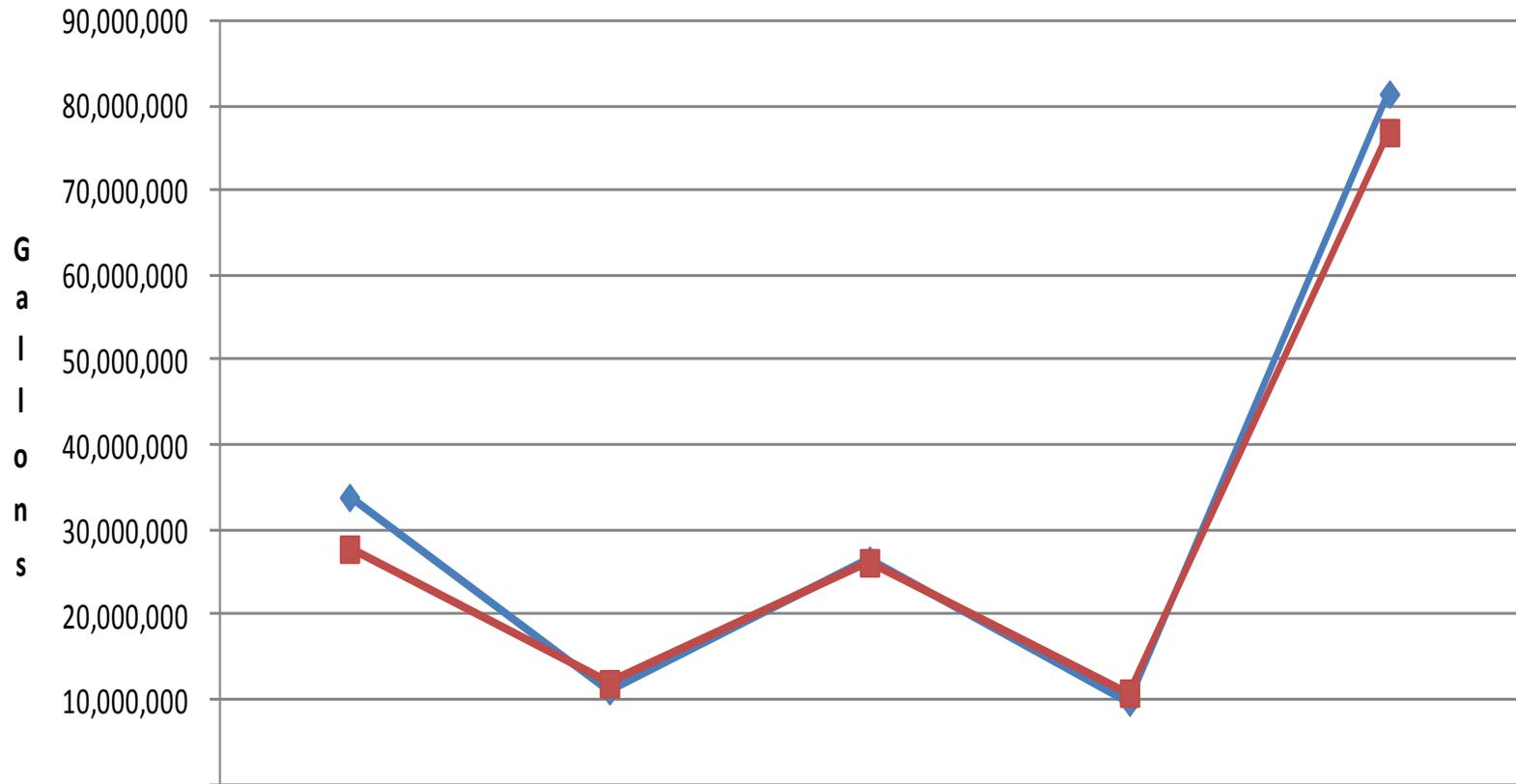
October 2012 YTD General Fund Operating Expenses Compared to October 2011



Oct YTD Pinewood Heights Expenses MY 1 Phase II

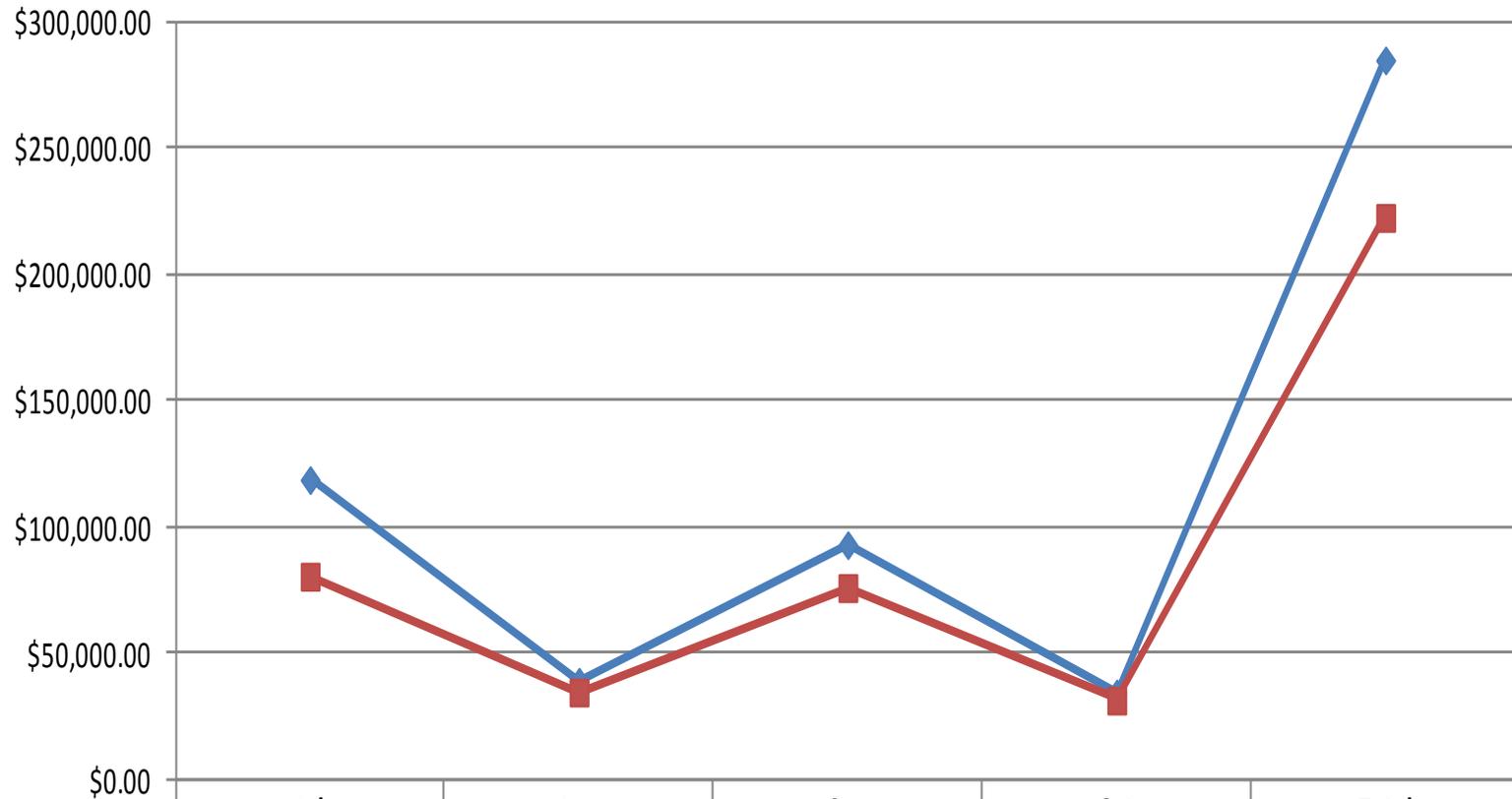


FY2013 YTD Sewer Consumption Compared to 2012



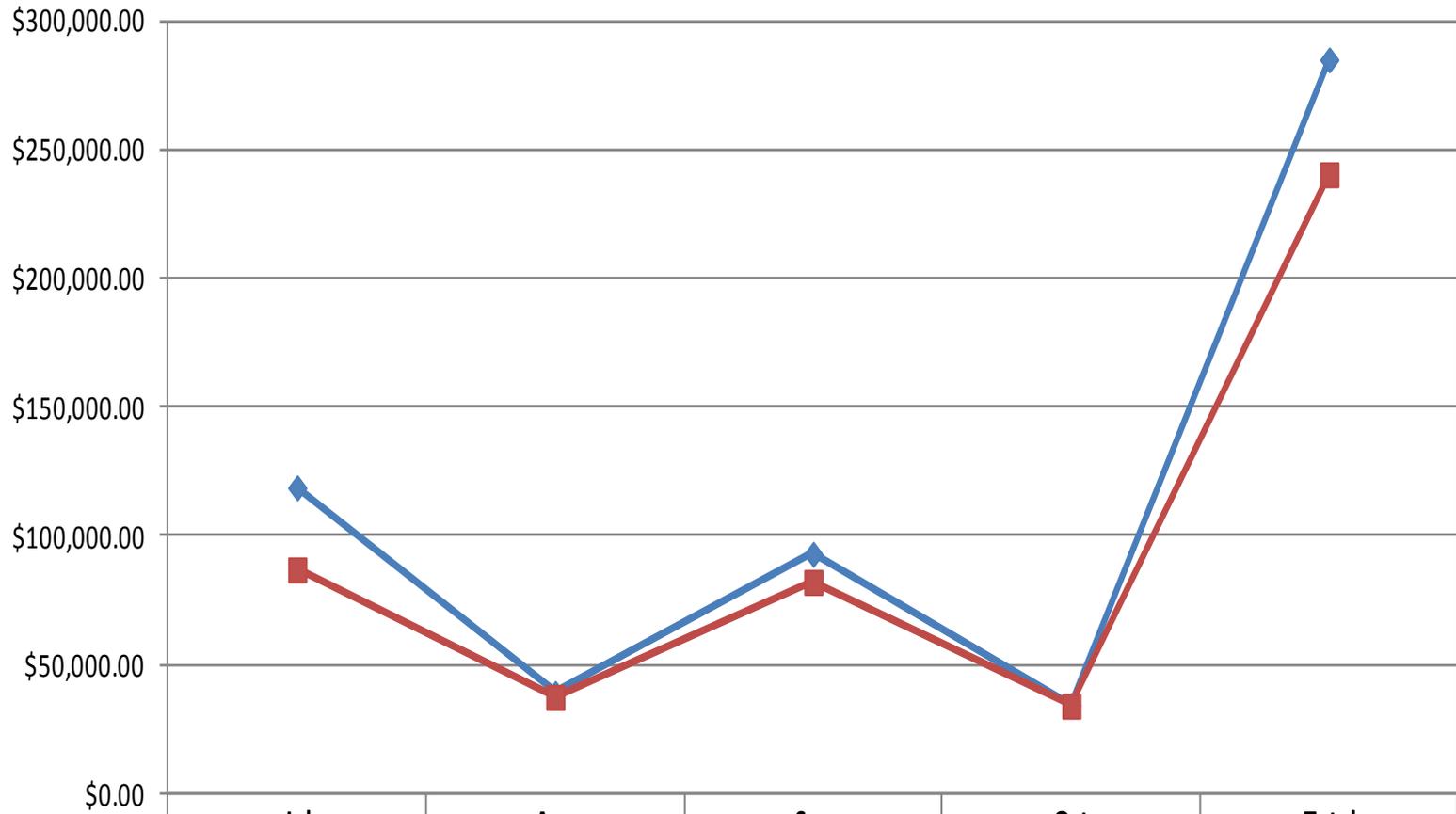
	Jul	Aug	Sep	Oct	Total
Actual 2013	33,911,769	11,150,243	26,531,267	9,816,212	81,409,491
Actual 2012	27,823,246	11,977,480	26,215,259	10,871,625	76,887,610

FY2013 YTD Sewer Charges Compared to 2012



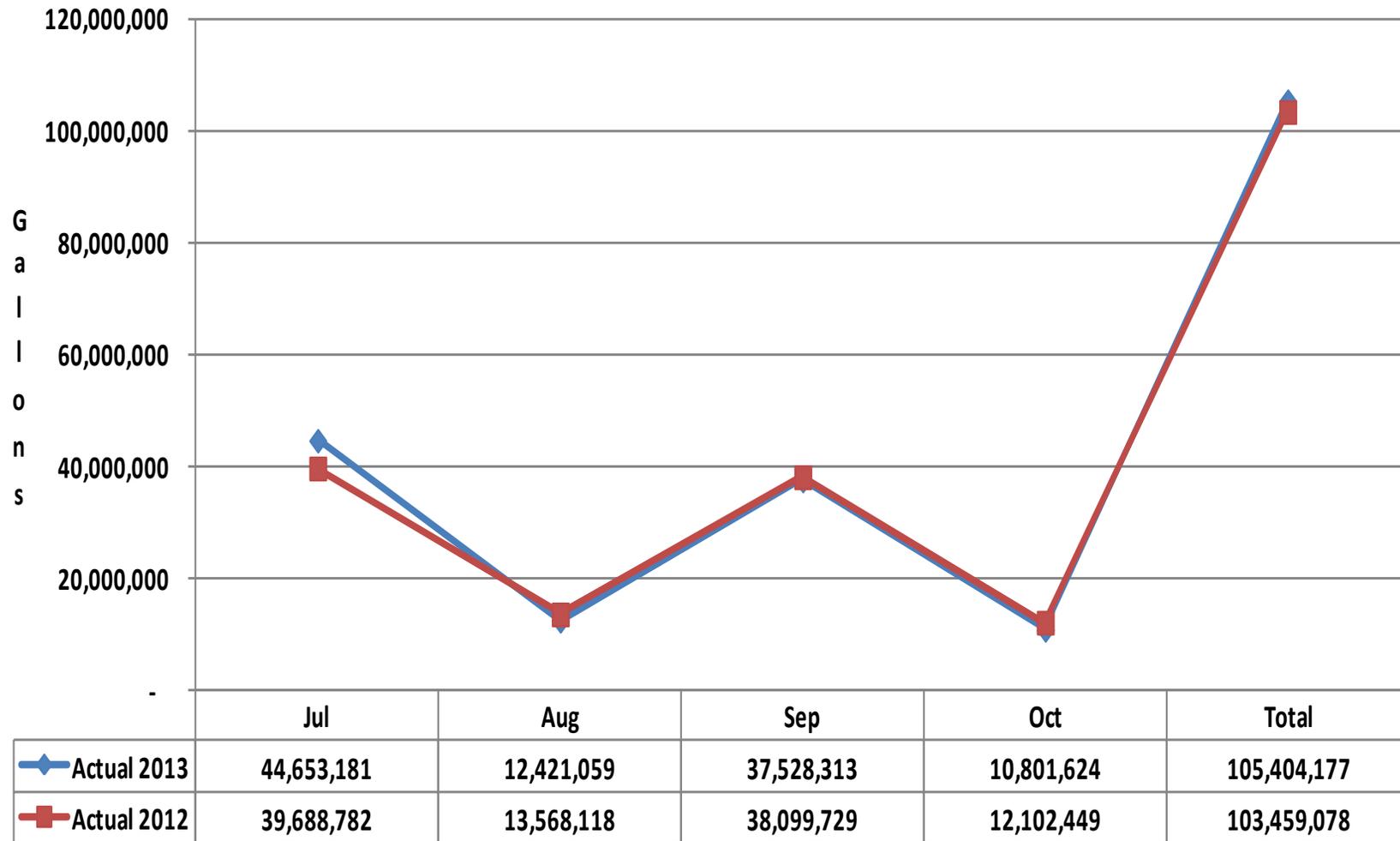
	Jul	Aug	Sep	Oct	Total
Actual 2013	\$118,797	\$38,930	\$93,000	\$34,298	\$285,026
Actual 2012	\$80,521	\$34,650	\$76,004	\$31,464	\$222,639

Oct YTD Sewer Charges Compared to Pro-Rated Budget

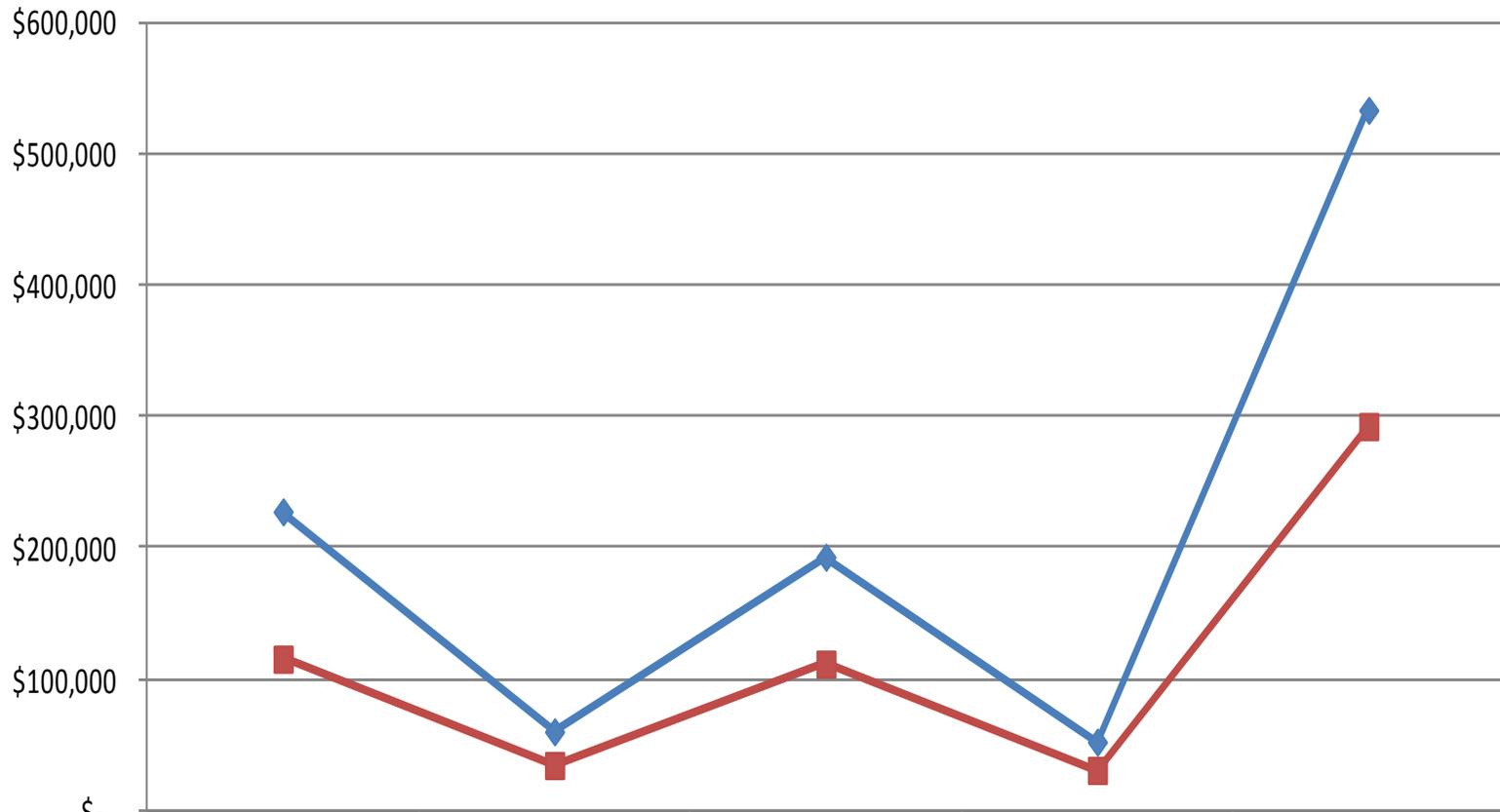


	Jul	Aug	Sep	Oct	Total
Actual	\$118,797	\$38,930	\$93,000	\$34,298	\$285,026
Pro-rated budget	\$86,949	\$37,416	\$82,070	33,976	\$240,411

FY2013 YTD Water Consumption Compared to 2012

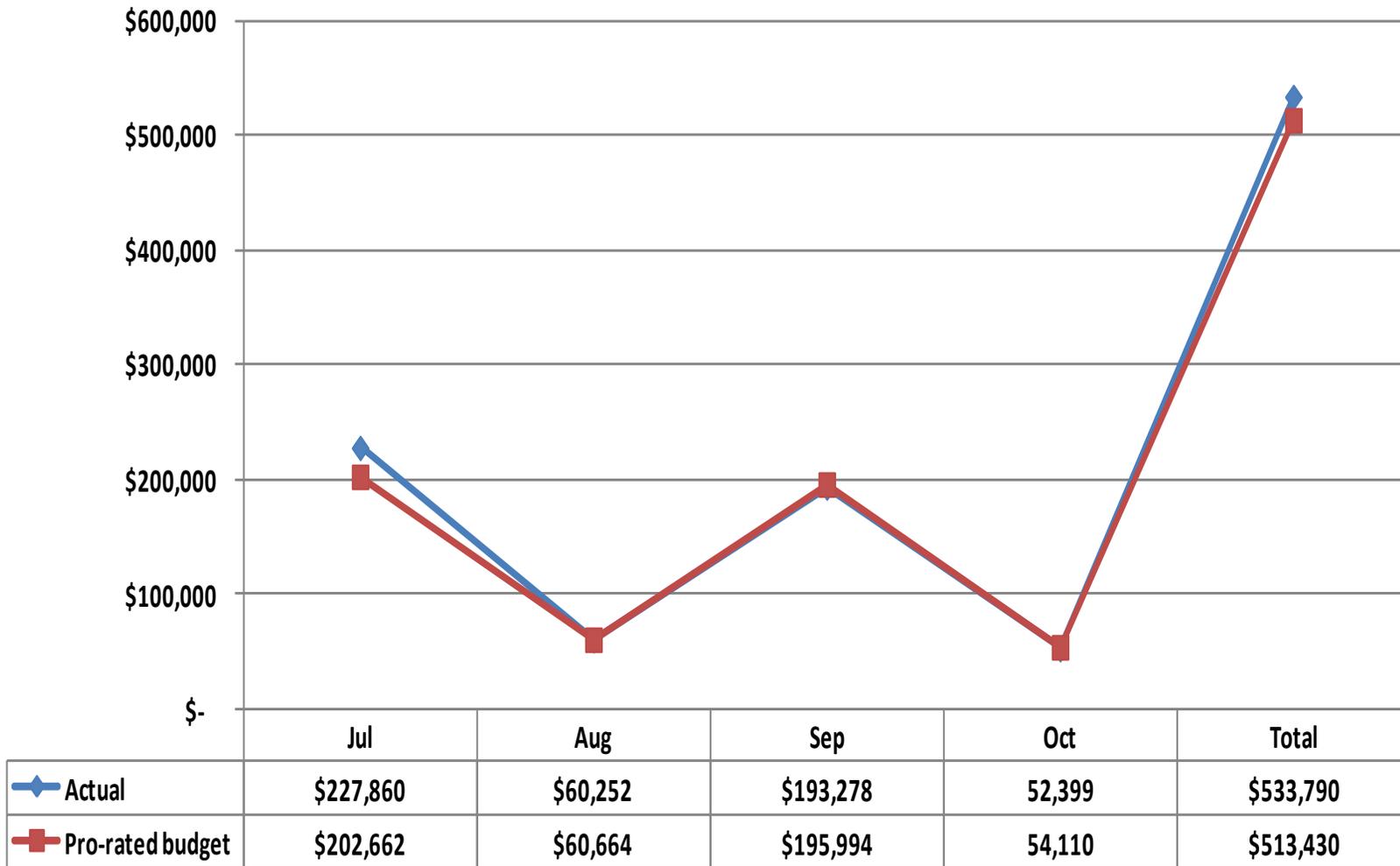


FY2013 YTD Water Charges Compared to 2012

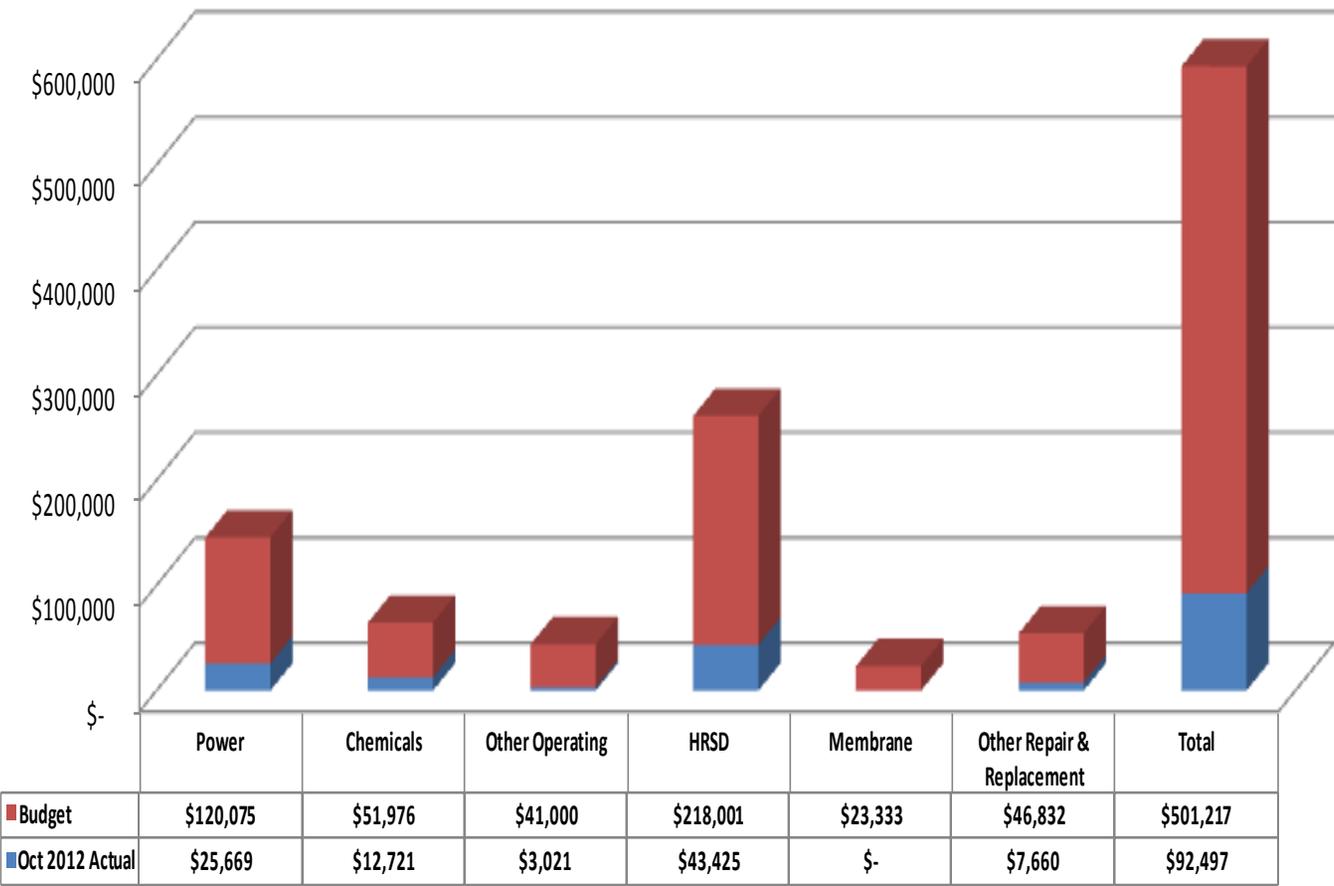


	Jul	Aug	Sep	Oct	Total
Actual 2013	\$227,860	\$60,252	\$193,278	52,399	\$533,790
Actual 2012	\$115,583	\$34,598	\$111,780	30,860	\$292,822

Oct YTD Water Charges Compared to Pro-Rated Budget



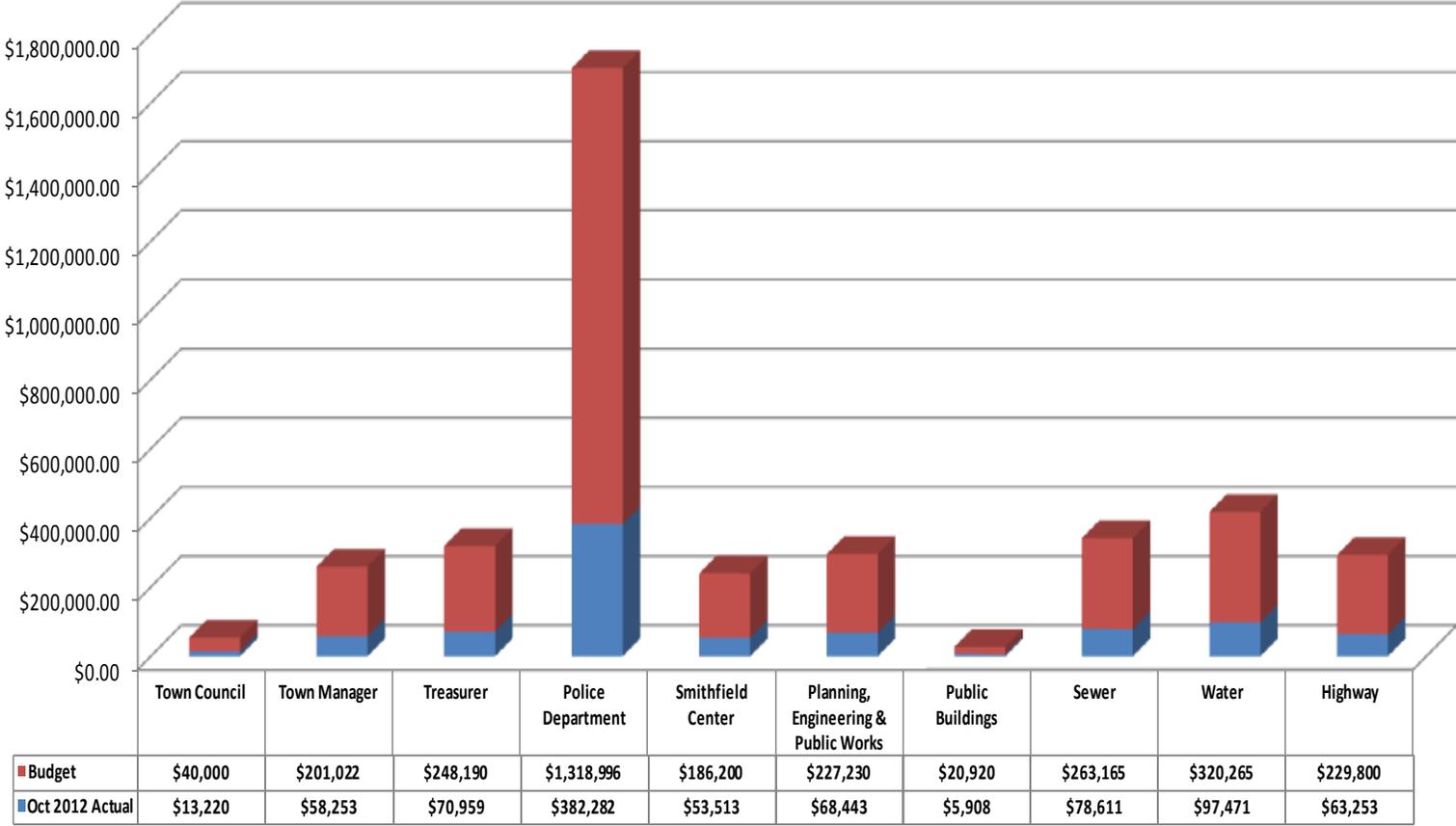
Oct 2012 YTD RO Expenses by Category



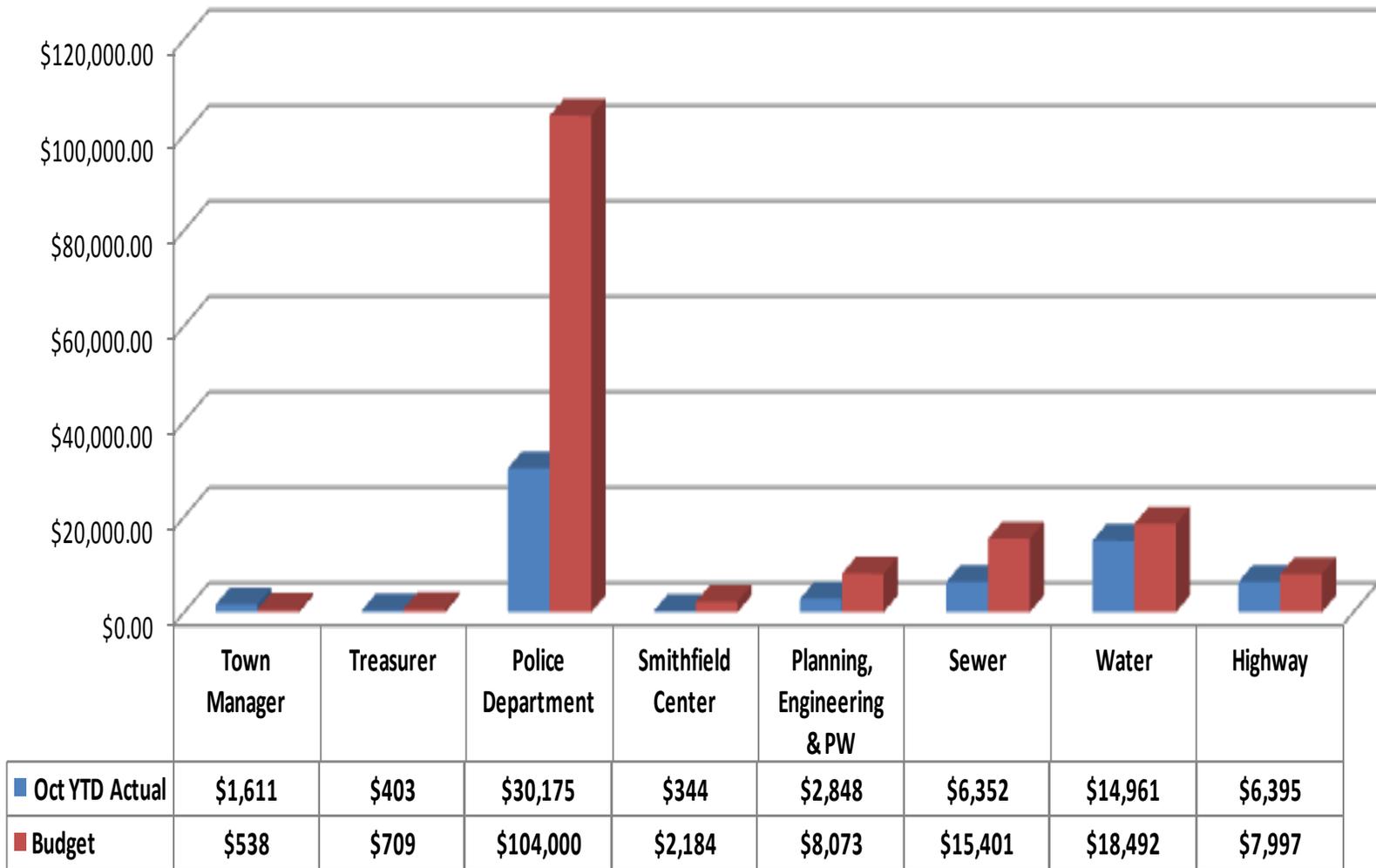
HRSD EXPENSES FOR RO PLANT FY2013 AND FY2012



October 2012 YTD Salaries to Budget by Department



OCT YTD Overtime Compared to Budget



CASH BALANCES AS OF OCTOBER 31, 2012						
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	DATE RECONCILED	Current Month INTERCO. TRANSFERS	Year end Interco. Transfers	ADJUSTED BALANCES
Water	Farmers Bank	707,495.47	11/15/12	(290,848.58)	(191,330.75)	225,316.14
Water-Debt Service	Farmers Bank	1,337,142.91	11/15/12	38,486.51		1,375,629.42
Water Capital Escrow (availability fees)	TowneBank	223,119.59	11/15/12	10,880.00		233,999.59
Water Development Escrow	TowneBank	70,131.59	11/14/12	-	-	70,131.59
Subtotal Water		2,337,889.56		(241,482.07)	(191,330.75)	1,905,076.74
Sewer	Farmers Bank	216,514.94	11/14/12	30,532.00	(310,449.57)	(63,402.63)
Sewer Development Escrow	TowneBank	321,735.16	11/14/12	-		321,735.16
Sewer Capital Escrow (availability fees)	TowneBank	722,770.17	11/14/12	16,480.00		739,250.17
Sewer Compliance	Farmers Bank	340,095.89	11/14/12	46,917.64		387,013.53
Subtotal Sewer		1,601,116.16		93,929.64	(310,449.57)	1,384,596.23
Highway	Farmers Bank	44,562.05	11/14/12	(5,952.50)	-	38,609.55
General Fund	Farmers Bank	612,951.69	11/16/12	153,504.93	501,780.32	1,268,236.94
Payroll	Farmers Bank	55,219.72	11/16/12			55,219.72
Money Market-General Fund	TowneBank	2,169.59	11/14/12			2,169.59
Business Super Now-General Fund	Farmers Bank	32,929.56	11/14/12	-		32,929.56
Money Market-General Fund	Farmers Bank	287,029.28	11/14/12			287,029.28
General Fund Capital Escrow Account	TowneBank	50,805.59	11/14/12	-		50,805.59
Certificate of Deposit	Farmers Bank	525,352.22	11/16/12	-		525,352.22
Certificate of Deposit-Police Dept	Farmers Bank	36,414.61	11/16/12			36,414.61
Special Project Account (Pinewood)	Farmers Bank	19,876.67	11/16/12	-	-	19,876.67
Pinewood Heights Escrow	Farmers Bank	38,511.21	11/14/12			38,511.21
S. Church Street Account	TowneBank	42,517.43	11/14/12	-		42,517.43
Subtotal General Fund		1,703,777.57		153,504.93	501,780.32	2,359,062.82
Beautification Fund	Farmers Bank	7,812.50	11/14/12			7,812.50
Money Market-Beautification	Farmers Bank	61,025.76	11/14/12			61,025.76
		68,838.26				68,838.26
Rising Star CDBG	Farmers Bank	63.49	11/14/12			63.49
TOTAL ALL FUNDS		5,756,247.09		-	-	5,756,247.09



DIXON HUGHES GOODMAN LLP
 Certified Public Accountants and Advisors

Town of Smithfield, Virginia
 310 Institute Street
 Smithfield VA 23431

Statement Date: 11/7/2012
 Client No: 2013095000
 Page: 1

Invoice	Date	Description	Charge	Credit	Balance
000103235	09/26/2012	Invoice	13,000.00		13,000.00
000118222	10/30/2012	Invoice	5,000.00		5,000.00
Balance \$					<u>18,000.00</u>

VENDOR # 3130
 ACCOUNT # 4-100-12410-3120
 DEPT HEAD _____
 TOWN MANAGER [Signature]

0-30	31-60	61-90	Over 90	Balance
5,000.00	13,000.00	0.00	0.00	18,000.00



We appreciate your business and thank you for your prompt payment.
 Phone 757.873.1033

Please remit to:
 Dixon Hughes Goodman LLP
 PO Box 66528
 Virginia Beach, VA 23466



DIXON HUGHES GOODMAN
Certified Public Accountants and Advisors

Town of Smithfield, Virginia
310 Institute Street
Smithfield VA 23431

Date: 9/26/12
Page: 1
Client No: 2013095000
Invoice No: 000103235

First progress billing - annual audit for the year ended June 30, 2012.

\$ 13,000.00

Invoice Total \$ 13,000.00



Due on presentation. 1.5% late fee charge per month added after 30 days.
Please return copy of invoice with payment.
Phone 757.873.1033

Please remit to:
Dixon Hughes Goodman LLP
PO Box 66528
Virginia Beach, VA 23466



DIXON HUGHES GOODMAN LLP
Certified Public Accountants and Advisors

Town of Smithfield, Virginia
310 Institute Street
Smithfield VA 23431

Date: 10/30/12
Page: 1
Client No: 2013095000
Invoice No: 000118222

Progress billing # 4 - annual audit for the fiscal year ended June 30, 2012.

\$ 5,000.00

Invoice Total

\$ 5,000.00



Due on presentation. 1.5% late fee charge per month added after 30 days.
Please return copy of invoice with payment.
Phone 757.873.1033

Please remit to:
Dixon Hughes Goodman LLP
PO Box 66528
Virginia Beach, VA 23466

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/SSO Annual Report Development</i> (HR04103-26)					
	Lump Sum	74.80%	\$18,700.00	\$16,000.00	\$2,700.00
<i>Consent Order/SSO MOM Program Full Hydraulic Model Phase 2</i> (HR04103-61RI)					
	Lump Sum	78.50%	\$ 90,275.00	\$ 63,825.00	\$26,450.00
<i>Consent Order / SSES Minton Way Pump Station Basin</i> (HR04103-65RI)					
	Lump Sum	64.70%	\$22,645.00	\$18,725.00	\$3,920.00
<i>Consent Order / Capacity Assessment</i> (HR04103-66RI)					
	Lump Sum	9.30%	\$3,255.00	\$770.00	\$2,485.00
<i>Consent Order / Additional Locality-HRSD Coordination</i> (HR04103-67RI)					
	Lump Sum	13.80%	\$11,040.00	\$2,320.00	\$8,720.00
				TOTALS	\$44,275.00

VENDOR # _____
ACCOUNT # 004-42010-7017
DEPT HEAD M.T. [Signature]
TOWN MANAGER [Signature]



Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

<i>GENERAL REVIEW SERVICES (HR04103-26)</i> Consent Order / Annual Report Development	Billing Period 2012	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Report Activities	October	Lump Sum	\$25,000.00	74.80%	\$18,700.00	\$16,000.00	\$2,700.00
Project Totals			\$25,000.00	74.80%	\$18,700.00	\$16,000.00	\$2,700.00

TOTAL = \$2,700.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

<i>GENERAL REVIEW SERVICES (HR04103-61RI)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Plan Development	October	Lump Sum	\$115,000.00	78.50%	\$90,275.00	\$63,825.00	\$26,450.00
	Project Totals		\$115,000.00	78.50%	\$90,275.00	\$63,825.00	\$26,450.00

TOTAL = \$26,450.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

<i>GENERAL REVIEW SERVICES (HR04103-65RI)</i> Consent Order / SSES Minton Way Pump Station Basin	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
CCTV Inspection Services	October	Lump Sum	\$35,000.00	64.70%	\$22,645.00	\$18,725.00	\$3,920.00
Project Totals			\$35,000.00	64.70%	\$22,645.00	\$18,725.00	\$3,920.00

TOTAL = \$3,920.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

<i>GENERAL REVIEW SERVICES (HR04103-66RI)</i> Consent Order / Capacity Assessment	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Level of Service Determination	October	Lump Sum	\$35,000.00	9.30%	\$3,255.00	\$770.00	\$2,485.00
Project Totals			\$35,000.00	9.30%	\$3,255.00	\$770.00	\$2,485.00

TOTAL = \$2,485.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning October 1, 2012 to October 31, 2012

<i>GENERAL REVIEW SERVICES (HR04103-67R1)</i> Consent Order / Additional Locality-HRSD Coordination	Billing Period (2012)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Locality - HRSD Coordination	October	Lump Sum	\$80,000.00	13.80%	\$11,040.00	\$2,320.00	\$8,720.00
Project Totals			\$80,000.00	13.80%	\$11,040.00	\$2,320.00	\$8,720.00

TOTAL = \$8,720.00



Draper Aden Associates

Engineering • Surveying • Environmental Services

Progress Report

To: Ms. Sonja Eubank
Company: Town of Smithfield
From: Andy Snyder
Project Name: Annual Engineering Services Contract – October 2012 Invoices
Project Number: HR04103-26, HR04103-61RI, HR04103-65RI, HR04103-66RI, HR04103-67RI
Date: November 14, 2012
cc: Bill Hopkins, Scott Schiller

Recent Activities:

1. HR04103-26 – Began development of the Annual Report for Fiscal Year 2012.
2. HR04103-61RI – Continued field survey work and the logging of collected information into a GIS database for eventual incorporation into the Town's full hydraulic model.
3. HR04103-65RI – Began to review the coding information provided by the CCTV investigation work.
4. HR04103-66RI – Coordinated with HRSD and their consultants regarding the initial capacity assessment performed on the Town's infrastructure. Assisted the Town with regional discussions and decisions pertaining to a regional level of service determination.
5. HR04103-67RI – Attended capacity team meetings and assisted the Town with general regional coordination efforts.

Upcoming Tasks:

1. HR04103-26 – Complete the Annual Report for Fiscal Year 2012 and submit it to VDEQ.
2. HR04103-61RI – Complete field survey work and GIS data entry for incorporation into the Town's full hydraulic model and begin development of final portions of the model.
3. HR04103-65RI – Complete a review of the coding information and summarize identified defects as necessary for incorporation into the Rehabilitation Plan.
4. HR04103-66RI – Assist the Town as necessary with requests pertaining to previous and upcoming capacity assessments. Coordinate with the region as necessary with regard to level of service determination.
5. HR04103-67RI – Attend upcoming capacity team meetings and assist the Town with general regional coordination efforts.

Scope Changes:

1. N/A

Budget Status/Percent Complete

1. HR04103-26 – 74.80%
2. HR04103-61RI – 78.50%
3. HR04103-65RI – 64.70%
4. HR04103-66RI – 9.30%

P:\HR04\100\HR04103\HR04103-02\WORK\Billing File\2012 Invoice Files\October 2012 Invoices\October 2012 Progress Report 11-14-12.doc

Ms. Sonja Eubank
November 14, 2012
Page 2

5. HR04103-67RI – 13.80%

Schedule Status/Deliverable Status

1. HR04103-26 – On schedule based on VDEQ deadlines.
2. HR04103-61RI – On schedule.
3. HR04103-65RI – On schedule.
4. HR04103-66RI – On schedule based on VDEQ deadlines.
5. HR04103-67RI – On schedule based on VDEQ deadlines.

Input needed from client "What we are waiting on:"

1. None

Issues you should be aware of/ any other issues:

1. None



TOWN OF SMITHFIELD

"The Ham Capital of the World"

November 21, 2012

TO SMITHFIELD TOWN COUNCIL
FROM TOWN MANAGER *PETER*
SUBJECT 2012 CHRISTMAS HOLIDAY & 2013 MEETING SCHEDULE

The Commonwealth of Virginia state holiday schedule this year includes both Monday, December 24th and Tuesday, December 25th. For New Year's it includes Monday, December 31st and Tuesday, January 1st. Many local governments, including Isle of Wight County and the Town of Windsor follow the state holiday schedule. To date the Town of Smithfield only observes the approved holidays set forth in our adopted Personnel Policies Manual.

In accordance with our manual, town offices would be open the morning of Christmas Eve and close at Noon. We of course are off on Christmas day that Tuesday. I am respectfully requesting that council allow town employees to have a full Christmas Eve holiday this year, so that we would be closed on Monday, December 24th and Tuesday, December 25th per the state holiday schedule. I am not requesting though that we be given the following Monday off, New Year's Eve per the state holiday schedule.

With New Years day falling on a Tuesday, I am proposing that your regular monthly council meeting be held on Wednesday, January 2nd at the same time as usual. Lesley will include the proposed 2013 meeting schedule in your council committee electronic packet today. We would ask that you all adopt the 2013 meeting schedule on December 4th after you have had a chance to review it and make any changes. It appears there will be one conflict to note for me. If I were allowed to attend the ICMA annual conference next September I would miss council committee meetings that month. As you will remember I did not attend the ICMA conference this year but I do wish to attend next year.

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 6

Meeting Dates for 2013

January 2013

New Year's Day, Tuesday January 1st – Town Offices Closed

January 2	Town Council Meeting	7:30 p.m.
January 8	Planning Commission Meeting	7:30 p.m.
January 9	Staff Meeting	2:00 p.m.
January 15	Board of Zoning Appeals Meeting	6:30 p.m.
January 15	Board of Historic & Architectural Review	7:30 p.m.
Lee/Jackson Holiday, Friday 18 th & Martin Luther King, Jr. Day, Monday 21 st – Town Offices Closed		
January 23	Staff Meeting	2:00 p.m.
January 28	Town Council Committee Meetings	4:00 p.m. -
January 29	Town Council Committee Meetings	4:00 p.m. -

February 2013

February 5	Town Council Meeting	7:30 p.m.
February 6	Staff Meeting	2:00 p.m.
February 12	Planning Commission Meeting	7:30 p.m.
Presidents Day, Monday 18 th – Town Offices Closed		
February 19	Board of Zoning Appeals Meeting	6:30 p.m.
February 19	Board of Historic & Architectural Review	7:30 p.m.
February 20	Staff Meeting	
February 25	Town Council Committee Meetings	4:00 p.m.
February 26	Town Council Committee Meetings	4:00 p.m.
February 22	Staff Meeting	2:00 p.m.

March 2013

March 5	Town Council Meeting	7:30 p.m.
March 6	Staff Meeting	2:00 p.m.
March 12	Planning Commission Meeting	7:30 p.m.
March 19	Board of Zoning Appeals Meeting	6:30 p.m.
March 19	Board of Historic & Architectural Review	7:30 p.m.
March 20	Staff Meeting	2:00 p.m.
March 25	Town Council Committee Meetings	4:00 p.m. -
March 26	Town Council Committee Meetings	4:00 p.m. -

April 2013

April 2	Town Council Meeting	7:30 p.m.
April 3	Staff Meeting	2:00 p.m.
April 9	Planning Commission Meeting	7:30 p.m.
April 16	Board of Zoning Appeals Meeting	6:30 p.m.
April 16	Board of Historic & Architectural Review	7:30 p.m.
April 22	Town Council Committee Meetings	4:00 p.m. -
April 23	Town Council Committee Meetings	4:00 p.m. -
April 24	Staff Meeting	2:00 p.m.

May 2013

May 8	Staff Meeting	2:00 p.m.
May 7	Town Council Meeting	7:30 p.m.
May 14	Planning Commission Meeting	7:30 p.m.

May 21 Board of Zoning Appeals Meeting	6:30 p.m.
May 21 Board of Historic & Architectural Review	7:30 p.m.
May 20 Town Council Committee Meetings	4:00 p.m.
May 21 Town Council Committee Meetings	4:00 p.m.
May 22 Staff Meeting	2:00 p.m.
Memorial Day, Monday 27th – Town Offices Closed	

June 2013

June 4	Town Council Meeting	7:30 p.m.
June 5	Staff Meeting	2:00 p.m.
June 11	Planning Commission	7:30 p.m.
June 18	Board of Zoning Appeals Meeting	6:30 p.m.
June 18	Board of Historic & Architectural Review	7:30 p.m.
June 24	Town Council Committee Meetings	4:00 p.m. -
June 25	Town Council Committee Meetings	4:00 p.m. -
June 26	Staff Meeting	2:00 p.m.

July 2013

July 2	Town Council Meeting	7:30 p.m.
Independence Day, Wednesday, July 4 th – Town Offices Closed		
July 9	Planning Commission Meeting	7:30 p.m.
July 10	Staff Meeting	2:00 p.m.
July 16	Board of Zoning Appeals Meeting	6:30 p.m.
July 16	Board of Historic & Architectural Review	7:30 p.m.
July 22	Town Council Committee Meetings	4:00 p.m. -
July 23	Town Council Committee Meetings	4:00 p.m. -
July 24	Staff Meeting	2:00 p.m.

August 2012

August 6	Town Council Meeting	7:30 p.m.
August 7	Staff Meeting	2:00 p.m.
August 13	Planning Commission Meeting	7:30 p.m.
August 20	Board of Zoning Appeals Meeting	6:30 p.m.
August 20	Board of Historic & Architectural Review	7:30 p.m.
August 21	Staff Meeting	2:00p.m.
August 26	Town Council Committee Meetings	4:00 p.m. -
August 27	Town Council Committee Meetings	4:00 p.m. -

September 2013

Labor Day, Monday September 2 nd – Town Offices Closed		
September 3	Town Council Meeting	7:30 p.m.
September 4	Staff Meeting	2:00 p.m.
September 10	Planning Commission Meeting	7:30 p.m.
September 17	Board of Zoning Appeals Meeting	6:30 p.m.
September 17	Board of Historic & Architectural Review	7:30 p.m.
September 18	Staff Meeting	2:00 p.m.
September 23	Town Council Committee Meetings	4:00 p.m. -
September 24	Town Council Committee Meetings	4:00 p.m. -

October 2013

October 1	Town Council Meeting	7:30 p.m.
October 2	Staff Meeting	2:00 p.m.
October 8	Planning Commission Meeting	7:30 p.m.
Columbus Day, Monday 14 th – Town Offices Closed		
October 15	Board of Zoning Appeals Meeting	6:30 p.m.
October 15	Board of Historic & Architectural Review	7:30 p.m.

October 16	Staff Meeting	2:00 p.m.
October 28	Town Council Committee Meetings	4:00 p.m. -
October 29	Town Council Committee Meetings	4:00 p.m. -
October 30	Staff Meeting	2:00 p.m.

November 2013

November 5	Town Council Meeting	7:30 p.m.
Veterans Day, Monday 12 th - Town Offices Closed		
November 12	Planning Commission Meeting	7:30 p.m.
November 13	Staff Meeting	2:00 p.m.
November 19	Board of Zoning Appeals Meeting	6:30 p.m.
November 19	Board of Historic & Architectural Review	7:30 p.m.
November 18	Town Council Committee Meetings	4:00 p.m. -
November 19	Town Council Committee Meetings	4:00 p.m. -
November 27	Staff Meeting	2:00 p.m.
Thanksgiving, Thursday 28 th and Friday 29 th - Town Offices Closed		

December 2013

December 3	Town Council Meeting	7:30 p.m.
December 10	Planning Commission Meeting	7:30 p.m.
December 11	Staff Meeting	2:00 p.m.
December 17	Board of Zoning Appeals Meeting	6:30 p.m.
December 17	Board of Historic & Architectural Review	7:30 p.m.
December 16	Town Council Committee Meetings	4:00 p.m. -
December 17	Town Council Committee Meetings	4:00 p.m. -
Christmas Holiday, Tuesday, December 24 th - Town Offices Close at 12:00 Noon and Wednesday, December 25 th		

NOTE: ALL MEETINGS, INCLUDING STAFF MEETINGS IN 2013 WILL BE HELD AT THE SMITHFIELD CENTER UNLESS OTHERWISE POSTED

From: Sheryl Stephens
Sent: Monday, November 12, 2012 10:10 AM
To: Scott Schiller
Subject: FW: Town of Smithfield - DSFP-90-12

Scott,

I am forwarding the Revised DCR/VRA Grant Agreement. The budget and the project description have been revised to reflect the scope of the proposed work and the proposed project funding (\$8,500 from DCR and \$8,500 from Town of Smithfield.)

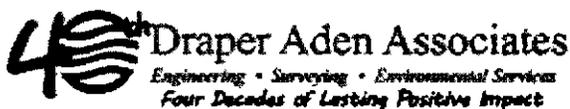
We have two loose ends:

1. See Section 5.3. Termination – I've asked DCR and VRA to revise this section. I think the paragraph numbered (a) is meant to be the introductory paragraph and the sections labeled (b) and (c) are supposed to be the conditions under which VRA or DCR can terminate the grant agreement. DCR is looking at this and may get back to us this week.
2. Gannett Fleming suggested that the word "applicable" be inserted into the project description as follows: "....Department as meeting all applicable standards of the Virginia Soil and Water Conservation"

I think Peter can take the attached to his Council. If that suits Peter, these details can be cleaned up between now and the time Peter signs the agreement.

Thanks. Let me know if questions.

Sheryl S. Stephens
Associate
Sr. Community Resource Specialist



phone 804.261.2915 / fax 804.264.8773 / mobile 804.402.2354
www.daa.com

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From: Bradley L. Jones [<mailto:bli@VirginiaResources.org>]
Sent: Tuesday, November 06, 2012 2:24 PM
To: Sheryl Stephens
Cc: Pennington, Amanda (DCR)
Subject: RE: Town of Smithfield - DSFP-90-12

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Dam Safety, Flood Prevention and Protection Assistance Fund**

And

TOWN OF SMITHFIELD

Department of Conservation and Recreation

DSFP-90-12

TABLE OF CONTENTS

	ARTICLE I	
<u>DEFINITIONS</u>		Page 1
	ARTICLE II	
<u>SCOPE OF SERVICES</u>		Page 2
	ARTICLE III	
<u>TIME OF PERFORMANCE</u>		Page 2
	ARTICLE IV	
<u>GRANT FUNDS</u>		Page 3
Section 4.1. Amount of Grant		Page 3
Section 4.2 Application of Grant Funds		Page 3
Section 4.3. Agreement to Accomplish Project		Page 3
	ARTICLE V	
<u>GENERAL PROVISIONS</u>		
Section 5.1. Indemnification		Page 3
Section 5.2. Disclaimer		Page 4
Section 5.3. Termination		Page 4
Section 5.4. Integration and Modification		Page 4
Section 5.5. Collateral Agreements		Page 4
Section 5.6. Non-Discrimination		Page 4
Section 5.7. Applicable Laws		Page 5
Section 5.8. Severability		Page 5
Section 5.9. Contingent Fee Warranty		Page 5
Section 5.10. Conflict of Interest		Page 5
Section 5.11. Records Availability		Page 5
Section 5.12. Ownership of Documents		Page 5
Section 5.13. Notices		Page 5
	ARTICLE VI	
<u>COUNTERPARTS</u>		Page 6
	EXHIBITS	
Exhibit A. Grant Authorization		
Exhibit B. Project Description		
Exhibit C. Project Budget		
Exhibit D. Form of Requisition		

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of October, 2012 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND**, and the **TOWN OF SMITHFIELD**, a Local Government (the “Grantee”).

Pursuant to Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Dam Safety, Flood Prevention and Protection Assistance Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments and private entities in Virginia to fund the costs of flood prevention or protection projects all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Consulting Engineer” means the project engineer, meeting all applicable standards of the Virginia Impounding Structures Regulations, 4 VAC 50-20 et seq., as amended, designated by the Grantee to oversee the work with respect to the Project.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Dam Safety, Flood Prevention and Protection Assistance Fund.

“Grantee” means the Town of Smithfield, a Local Government.

“Project” means the particular project described in **Exhibit B** to this Agreement to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.16 of the Act.

“Project Description” means the description of the Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards and shall be in compliance with the requirements of the Virginia Impounding Structure Regulations (4VAC50-20).

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Project shall be completed, and evidence of completion presented and a request for disbursement of grant funds made to the Department, within twelve months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder, if Grantee fails to complete the Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 50% of the demonstrated total cost of the Project or \$8,500, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A requisition approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs, along with a certification by the Consulting Engineer in the form set forth in **Exhibit D** to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement;

(b) A hazard classification report developed by the Grantee's Consulting Engineer and approved by the Department as meeting all standards of the Virginia Impounding Structure Regulations (4 VAC50-20).

Upon receipt of each such requisition and accompanying hazard classification report, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit B** and in accordance with plans and specifications prepared by the Grantee's Consulting Engineer and approved by the appropriate regulatory agencies. The Grantee shall complete the Project by the date set forth in Article III unless approval for a later completion date is given by the Virginia Soil and Water Conservation Board and the Department.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Indemnification. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Authority, the Department, the Fund, and when applicable, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Grantee of its obligations under this Agreement.

Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Project is not proceeding in accordance with the Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.9. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act.

Section 5.11. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until audited by the Commonwealth of Virginia, whichever is later. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.13. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Dam Safety, Flood Prevention

and Protection Assistance Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Department of Conservation and Recreation
203 Governor Street, Suite 206
Richmond, Virginia 23219
Attention: Division Director, Dam Safety & Floodplain Management

Grantee: Town of Smithfield
P.O. Box 246
Smithfield, Virginia 23431
Attention: Peter M. Stephenson

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE DAM SAFETY,
FLOOD PREVENTION AND PROTECTION
ASSISTANCE FUND**

By: _____
Suzanne S. Long
Executive Director

TOWN OF SMITHFIELD

By: _____

Name: _____

Title: _____

DSFP-90-12

Exhibit A

GRANT AUTHORIZATION

Copy of the Virginia Soil and Water Conservation Board's grant approval motion is attached.

Exhibit B

PROJECT DESCRIPTION

The Project shall consist of the development of a hazard classification report for SMITHFIELD LAKE DAM (to include a watershed model and a technical memorandum to summarize the model results), to be approved by the Department as meeting all standards of the Virginia Soil and Water Conservation Board's Virginia Impounding Structure Regulations (4VAC50-20).

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES (list all other sources and amounts)
Hazard Classification Report	\$17,000	\$8,500	\$8,500 (to be paid in full by Dam Owner)

Exhibit D

FORM OF REQUISITION

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
203 Governor Street, Suite 206
Richmond, Virginia 23219

Re: **Dam Safety, Flood Prevention and Protection Assistance Fund
Town of Smithfield (DSFP-90-12)**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of October 1, 2012 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund (the "Fund"), and the Town of Smithfield, a Local Government (the "Grantee"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$ _____, for the purposes of reimbursement of the Project Costs associated with the completion of a hazard classification report, which is submitted herewith. Additionally enclosed are invoices relating to the items for which payment is requested and a certification by the Consulting Engineer as to the performance of the work and receipt of payment.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
(DSFP-90-12)**

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by the Town of Smithfield (the "Grantee"), pursuant to the Grant Agreement dated as of October 1, 2012 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Grantee hereby certifies to the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been received in full.

Consulting Engineer

Date

Internal Use Only (to be completed by DCR Dam Safety Engineer upon receipt of signed Form of Requisition, signed Certificate of Consulting Engineer, and any additional documents required to provide certification):

The undersigned DCR Dam Safety Engineer certifies that the Project, as described in Exhibit B of the Grant Agreement, has been completed, meets the requirements of the Dam Safety regulations, and is eligible for disbursement.

Total Project Costs submitted by Grantee for reimbursement: \$ _____
Grant Amount authorized by the Grant Agreement: \$8,500 or 50% of the Total Project Costs, whichever is lesser

The undersigned DCR Dam Safety Engineer recommends the disbursal of \$ _____ be made to the Town of Smithfield.

DCR Dam Safety Engineer

Date

A Pinewood Heights Management Team Meeting was held on November 13th, 2012 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield. Management Team Members present were: Mr. Peter Stephenson, Town Manager; Ms. Lesley Greer, Town Clerk; and Ms. Ellen Minga, Town Treasurer; Mr. William Hopkins, III, Director of Planning Engineering and Public Works; Mr. T. Carter Williams, Mayor; Mrs. Denise Tynes, Council Member; Mr. Brian Reagan of Community Planning Partners, Inc.; Ms. Kathy Ross, Isle of Wight Section 8; Mr. Art Berkley, Isle of Wight Building Official; Ms. Barbara Wiggins, Providential Credit and Ms. Beverly Walkup, Isle of Wight Planning Director. Sparkplugs present were: Ms. Helena Urquhart, Ms. Coston, and Mr. Richard "Dick" Grice.

I. Welcome:

Mr. Reagan welcomed everyone for coming. He explained this is an opportunity to catch everybody up on where we are and what we have accomplished.

II. Reminder of Multi-Year 1 Products:

Mr. Reagan explained Multi-Year 1 includes the acquisition/relocation of six owner-occupied units, the acquisition/relocation of two market rate renter units and two acquisition/relocation Section 8 renters.

III. Current Progress:

Mr. Reagan stated that in terms of current progress he would like to thank Ms. Kathy Ross who has completed the two Section 8 renter occupied units extremely expeditiously. That takes care of all the Section 8 renters for Multi-Year 1. Mr. Reagan stated that one of these Section 8 tenants moved to Bradford Mews. The other is the gentleman that owned a house on Lankford Lane out in the county. This home was rebuilt using home funds from the Stop Organization. Mr. Reagan stated that we need to follow up on the leverage funding and documentation for this relocation. Mr. Sessoms of the Stop Organization had sent a lot of the information in a spreadsheet that detailed all the line items. I forwarded this information to Ms. Boehringer of the Department of Housing and Community Development (DHCD) to make sure everything was alright. Ms. Boehringer has returned it with a list of items that she will need to pass it through DHCD's audit process. Mr. Sessoms is working on getting the corrected information. Mr. Reagan stated that there is one owner relocation that is still pending. He mentioned that an inspection by Mr. Berkley for 41 Carver has been scheduled for 10:00 a.m. on Thursday, November 15th and if it passes this relocation will be completed soon. The next step would be to complete the closings on all three properties. 42 and 43 Carver Avenue are the rental units that have been relocated already and are currently vacant. The same owner owns both of these units. At this time she has not contacted Mr. Reagan about setting a date to close. The hope is if 41 Carver is relocated in a timely manner then the town can close on all three at one time. Then the town can get demolitions started on 41 and 42 Carver Avenue. Mr. Reagan explained that according to the project status map 44 Carver Avenue has been shaded yellow. This means that the he has started the process with this household. There are four owner occupied units that are in the pipeline. So it will need to be closely monitored financially more than anything else. The Multi-Year 1 contract ends March 2014 so there is still plenty of time. The town has essentially done a third of the project already so the pace can slow down. Mr. Reagan stated that whenever there is an acquisition he is in close contact with Ms. Minga with preliminary cost estimates as to what the acquisition and relocation cost will be.

IV. Monthly Reports to Council On-Going:

Mr. Reagan reported that monthly reports have been requested by Town Council to keep everyone updated on the status of the project. The Town Manager stated that it would be a standing item on the committee agenda every month to update on progress of the project. Mr. Reagan stated that he would also submit a generic map of the progress.

V. Financial Status of Project:

Mr. Reagan stated that this item is not much of an issue now because we have not really started to spend a lot of the money. Most of the money that has been spent has been put forth by the Stop Organization with Home funds. Ms. Minga stated that the only thing that the town has paid for at this time is a couple thousand in moving cost. Mr. Reagan stated that once we start closing on properties that is when the town will see substantial sums. If the relocation goes according to plan we should have three acquisitions done by the end of the year. Discussion was held on whether to contact owner of 42 and 43 Carver or wait until process is complete with 41 Carver so that the town can close on all three at once. Mr. Reagan stated his recommendation is to do all three at once; however that comes down to the financial situation of the town as well. Ms. Minga stated that she would need the estimate of what these closing costs are going to be. She explained that we do have the line of credit in place if needed. Generally, the town uses the line of credit when the town has made purchases prior to tax season and then we pay off the line of credit during tax season. Since we are in tax season hopefully we would have the funds to use. The cost goes back to what we budgeted from the meals tax and when the town increased the meals tax to address these cost. Mr. Reagan reiterated that the town has until March 2014 to acquire and relocate ten units. Mr. Reagan stated that in terms of acquisition the town has not done any as of yet. Two relocations have been completed and one waiting to be completed. Mr. Reagan stated that the household at 44 Carver has been difficult to get in contact with. They do own and there are five people in the household. It is not as if they are against the project however it has been a very slow process. None of the contact numbers that were provided at the neighborhood meetings work. Ms. Coston has tried to go next door to communicate with them and that has been unsuccessful as well. Mr. Reagan stated that after the meeting today he was going to go over there personally to try to talk to them. Initial certified letters have been mailed to them and return receipts have been returned as proof that they have received these letters. Mrs. Tynes stated that if they have decided for whatever reason they do not want to participate in the project then the town can move on to the next household that is willing to participate. Mr. Reagan stated that they do have a mortgage on their house so they will need to qualify for a new mortgage on their new home which will take some time. Mrs. Tynes asked Ms. Wiggins if the household understands the project. Ms. Wiggins stated that they may not understand so she had asked neighbors to make contact them and try to explain the process. Ms. Wiggins agreed that Mr. Reagan contacting them personally would probably be a good thing. Mrs. Tynes suggested that Mr. Stephenson assist Mr. Reagan with meeting with the household at 44 Carver Avenue. Ms. Wiggins stated that when a person has a mortgage on their home it is not impossible. The blessing that they have is the fact that they are getting money. This is the part that they may not know. Whatever lender that they decide to go with they will have money to put down. Mr. Reagan stated that the one thing that he needs to emphasize is the debt that they currently have is not going to increase. It is going to be the same exact amount that they have on their house now. Ms. Wiggins offered here assistance if the residents at 44 Carver Avenue are interested in her assistance.

VI. Future Meetings:

Mr. Reagan stated that he thinks that having meeting every other month works the best for now. He does not think that it is necessary to meet every month. The next meeting is scheduled for January 8th 2013.

VII. Questions:

Mrs. Tynes thanked Ms. Walkup for helping with getting the funds that were due to the town from Phase I. Ms. Wiggins stated that she is very thrilled about the relocation of Mr. Pittman from 43 Carver Avenue. Mr. Reagan stated that he had spoken to Mr. Pittman this morning and he was very grateful. The Town Manager mentioned that he and the Mayor have been discussing in the last few days information in regards to Habitat for Humanity. This was not used as a resource in Phase I. We did not really have anyone that qualified for this resource. Mayor Williams has found out that a check was written to Habitat for Humanity for an Isle of Wight home in the amount of \$65,000. Mr. Stephenson stated that he had invited Ms. Helen Sommer with Habitat for Humanity to attend today but he did not hear back from her. Ms. Minga asked if this family that you stated has a mortgage could they qualify for Habitat for Humanity. Mr. Reagan stated that he believes that Habitat for Humanity is for first time homeowners only. Ms. Wiggins stated that Habitat is income driven and if he works at the Shipyard his income would be too high. Mr. Stephenson stated that the last time he spoke with Habitat for Humanity was the summer of 2009. They were all fired up to put something together but nothing came about. Ms. Wiggins stated that it is a long drawn out process. One they have to find the property and two they must find someone that qualifies. Mr. Stephenson stated that the previous Town Council had approved a special use permit for two duplexes on Washington Street. The town must do some storm water management improvements in order for homes to be built on these town lots, but the town wanted a commitment from Habitat for Humanity before the town spends this money to make improvements. This option is still there as a resource. Mr. Reagan stated that he could pass on the names and addresses of the market rate renters to Habitat for Humanity to see if renters have an interest in the Habitat for Humanity program. Mayor Williams stated that this money was given to Habitat in July 2006 and it is still sitting there. The donors want something done now. He stated that whatever the town needs to do to move this we need to so the town does not miss this funding resource. Ms. Ross stated that it is her understanding that with Habitat for Humanity that if they start taking applications they must open it up to the surrounding Tidewater area. Is there a guarantee that an Isle of Wight County resident will get that home or will it be whoever qualifies even if it is not a Isle of Wight County resident? There was a lengthy discussion held whether application for the Habitat for Humanity program could be limited to Pinewood Heights residents. Mrs. Tynes stated that the two town owned lots that were set aside on Washington Street were designated for the Pinewood Heights Redevelopment Project. Mayor Williams stated that each of the letters that were given from the donor states that the house is to be built in Isle of Wight County. Ms. Tynes asked if they have a resident that is willing to do the Habitat for Humanity program but physically cannot do the work to help with the home could someone else help on their behalf? Mayor Williams replied absolutely. Ms. Wiggins stated that Ms. Coston may be interested but she cannot physically do the manual labor. Mr. Reagan stated that if Habitat for Humanity was for first time homeowners she would not qualify. Mayor Williams asked if it was possible to jump a street. Mr. Reagan stated that in order to receive benefits you have to stay in the project area. Mrs. Tynes asked if Habitat for Humanity was a State of Federal program? Mr. Stephenson stated that it was a non-profit group. Mrs. Tynes asked if Mr. Stephenson or Mr. Reagan

could contact Habitat for Humanity and let them know our situation. Mayor Williams stated that Habitat for Humanity is not the easiest to contact but Mr. Stephenson has the numbers and will contact. Ms. Wiggins stated that they have very strict guidelines. Mrs. Tynes asked if there was another organization that the town could partner with to donate these lots to. Mr. Reagan stated that you have the Stop Organization that is based out of Norfolk. Mrs. Tynes asked for Mr. Reagan to contact them to see if they have an interest in assisting. Mrs. Tynes asked if the donor would be willing to reallocate funds to another organization. Mayor Williams stated that those funds are in Habitat for Humanity and cannot be returned to the donor. Ms. Wiggins stated that the town has strict guidelines also about who can move first, second and third. You cannot just go into an entity and pull out just anybody. Mayor Williams stated that if nobody qualifies in first, second and third then we need to go somewhere else if you have a pot of gold sitting at the end of road. Ms. Wiggins asked if the town could do that. Mr. Reagan stated that the town can go ahead and look at any households in Pinewood Heights; however they will not be eligible for CDBG funding. Mrs. Tynes stated that if we get enough funding from other sources then CDBG funds may not be necessary. Ms. Minga stated that there would be town cost associated with this resource for infrastructure and the town would not be able to use that as leverage because it does not directly affect Phase II. Ms. Ross explained that with Habitat for Humanity you cannot just take one person and say we want you to check these people and see if they qualify. This must be advertised to open it up for a period of time to take applications. Applications do not have to come strictly from Isle of Wight. Anyone that sees the application can apply. For example if they get 500 applications they will go through these applications and will narrow it down to approximately 100 of people that they think will qualify. Then Habitat for Humanity's Board will sit down and go through them and knocks it down to fifty. At this time they meet with each one of these fifty applicants individually to go over all their paper work to show their income is there. At this time they will knock the selection to five and so on until they reach their one individual. This individual may or may not be from Isle of Wight County. Mayor Williams stated that Habitat for Humanity accepted that money on the condition that it would be used for building a house in Isle of Wight County. Ms. Ross stated that was correct but you cannot just take a Pinewood Heights resident and say this is the person I want to go in this Habitat house. Ms. Wiggins stated that this one was done on the premise that it would help a Pinewood Heights resident. Mayor Williams stated the money is there for an Isle of Wight citizen. There was continued discussion of the presentation that was given years ago that these funds were donated on the premise that it would be used as a relocation resource for the Pinewood Heights Project. Mayor Williams stated that Ms. Helen Sommer is the Executive Director for Habitat for Humanity and Mr. Stephenson will contact her to get some answers on the process and how these funds can be directed to help the Town of Smithfield.

Meeting adjourned at 4:45 p.m.

PROJECT STATUS MAP

Pinewood Heights Phase II Redevelopment Project
Multi-Year 1
Town of Smithfield, Virginia

LEGEND

--- PHASE II BOUNDARY

STATUS:

-  PRELIM ACQ LETTER SENT/RECEIVED
-  APPRAISAL COMPLETE
-  OFFER TO PURCHASE ACCEPTED
-  OFFER TO PURCHASE DECLINED
-  RELOCATION COMPLETE
-  PROPERTIES TO BE ACQUIRED IN MY2

-  OWNER OCCUPIED
-  RENTER OCCUPIED
-  SECTION 8 TENANT



October 11, 2012

COMMUNITY PLANNING PARTNERS, INC.

THIS NINTH AMENDMENT TO THAT CERTAIN LEASE DATED DECEMBER 3, 2003, by and between THE SMITHFIELD PACKING COMPANY INCORPORATED, a Delaware corporation, “Lessor”, and the TOWN OF SMITHFIELD, a Virginia municipal corporation, “Lessee”:

WHEREAS, the Gwaltney of Smithfield, LTD and the Town of Smithfield entered into a Lease Agreement dated December 3, 2003 (the “Lease Agreement”) as amended; and,

WHEREAS, The Smithfield Packing Company Incorporated is successor in interest to Gwaltney of Smithfield, LTD; and,

WHEREAS, the term of the Lease Agreement, as amended, expires on December 31, 2012; and,

WHEREAS, the parties hereto desire to extend the term of the Lease Agreement for a period of one year beginning January 1, 2013 and ending December 31, 2013.

NOW, THEREFORE, WITNESSETH: That Lessor, in consideration of rents, conditions and covenants set forth herein and in the Lease Agreement dated December 3, 2003, as amended, hereby leases and rents to Lessee, the following described property (the “Property”), upon the same terms conditions set forth in the Lease Agreement dated December 3, 2003, except as herein modified:

All that certain lot, piece or parcel of land situate, lying and being in the Town of Smithfield, County of Isle of Wight, State of Virginia, fronting on the south side of Main Street in the said Town, and being generally known as 315 Main Street, being a small frame cottage and parking areas and open lot immediately to the side and rear of the building; together with any and all appurtenances and improvements thereon.

1. The term of this amendment to the Lease Agreement shall be for the period of one (1) year beginning the 1st day of January, 2013, and expiring at midnight on the 31st day of December, 2013.

2. The rent for the term of this lease is reserved at \$4,800.00, and shall be payable in advance in equal monthly installments of \$400.00 per month for the 12 months of this renewal. Rent shall be payable to Lessor at its offices in the Town of Smithfield, with the first monthly installment due upon execution of this lease and all future installments payable on or before the 1st day of each month during the term of this lease.

3. The parties agree that either party may terminate this lease prior to the end of the extended term without penalty by giving ninety (90) days written notice of its intent to terminate to the other at the following addresses:

THE SMITHFIELD PACKING COMPANY, INCORPORATED
Attn: Tim Schellpeper, President
111 Commerce Street
Smithfield, VA 23430

TOWN OF SMITHFIELD
Attn: Peter Stephenson, Town Manager
911 South Church St.
Smithfield, VA 23430

4. All other terms and conditions of the Lease Agreement are hereby ratified and affirmed by the parties and incorporated herein as if textually set forth.

[signature pages follow]

Witness the following signatures and seals, the Town of Smithfield having caused this instrument to be executed by its Town Manager pursuant to a resolution adopted by the Town Council at its meeting on _____.

THE SMITHFIELD PACKING COMPANY,
INCORPORATED

By _____ (SEAL)

Name: _____

Title: _____

STATE OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____ for The Smithfield Packing Company, Incorporated, Lessor.

My commission expires: _____.

NOTARY PUBLIC

TOWN OF SMITHFIELD

By _____ (SEAL)
Peter M. Stephenson, Town Manager

STATE OF VIRGINIA
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by Peter M. Stephenson, Town Manager of the Town of Smithfield, Lessee.

My commission expires: _____.

NOTARY PUBLIC

FRANCHISE EXTENSION AGREEMENT

WHEREAS, Charter Communications VI I/k/a Charter Communications (“Charter”) currently holds a cable franchise (“Franchise”) with the Town of Smithfield, Virginia (“Town”), granted by Ordinance on March 4, 1997; and

WHEREAS, Charter’s Franchise with the Town is scheduled to expire on December 9, 2012; and

WHEREAS, Charter and the Town have been engaged in informal renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended; and

WHEREAS, the parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review will extend beyond the initial expiration date; and

WHEREAS, it is in the public interest to extend the current Franchise for an additional period of time so that cable service to the public will not be interrupted.

NOW, THEREFORE, the Franchise shall be extended through February 8, 2013.

PASSED AND APPROVED this ____ day of _____, 2012.

Town of Smithfield, Virginia

By: _____

Name: _____

Title: _____

ACCEPTED this ____ day of _____, 2012.

Charter Communications VI I/k/a Charter
Communications

By: _____

Name: Robert E. Quicksilver

Title: Executive Vice President, Chief Admin Officer

**BOUNDARY LINE ADJUSTMENT AGREEMENT BETWEEN
THE COUNTY OF ISLE OF WIGHT AND THE TOWN OF SMITHFIELD**

This Agreement (the “Agreement”) is made and entered into this ___ day of December, 2012, by and between the County of Isle of Wight (the “County”), a political subdivision of the Commonwealth of Virginia, and the Town of Smithfield (the “Town”), a municipal corporation of the Commonwealth of Virginia (together, the “Parties”).

WHEREAS, the Parties hereto have entered into negotiations regarding a voluntary change of the boundaries of the Town that would incorporate into the Town certain territory lying within the unincorporated portions of the County and located generally to the east of the Town’s existing corporate limits;

WHEREAS, the territory to be incorporated into the Town (the “Boundary Adjustment Area” or “Area”) consists of a tract of land containing approximately 184.1 acres adjoining State Route 704, which is also known as Battery Park Road;

WHEREAS, the Boundary Adjustment Area presently contains no development but is proposed for a low density residential subdivision consisting of approximately [REDACTED] single-family houses, which would be consistent with, and a logical extension of, the residential development planned for the adjoining areas within the Town;

WHEREAS, the residential subdivision proposed for the Boundary Adjustment Area must have access to public water and sewer, given the prevailing soil conditions, but the County has no such facilities that can readily serve the Boundary Adjustment Area;

WHEREAS, the Town has existing water and sewer facilities that can be extended to serve the homes to be constructed in the Boundary Adjustment Area, and as the

Area develops, the Town can provide other urban services that will be beneficial to the residents within such development;

WHEREAS, the current owners of the parcels of land within the Boundary Adjustment Area and the developer of the proposed residential subdivision have requested that the Parties institute proceedings for the incorporation of the Boundary Adjustment Area into the Town;

WHEREAS, the incorporation of the Boundary Adjustment Area will not adversely affect the ability of the County to meet the service needs of the other portions of the County; and

WHEREAS, the County and the Town intend to proceed pursuant to Chapter 31, Article 2 (§ 15.2-3106 *et seq.*) of Title 15.2 of the Code of Virginia (1950), as amended, to have the Circuit Court of Isle of Wight County approve the requested boundary adjustment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. The Town's boundary line shall be modified by incorporating within the Town the territory lying within the Boundary Adjustment Area. A survey plat dated November __, 2012, by Gordon L. Jones, a Land Surveyor with Bay design group, and attached hereto as Exhibit 1, depicts the Boundary Adjustment Area and the relocated boundary line of the Town near the Boundary Adjustment Area. In addition, a metes and bounds description of the Boundary Adjustment Area is attached as Exhibit 2.

2. Pursuant to Section 15.2-3108 of the Code of Virginia (1950), as amended, the County and the Town promptly shall petition the Circuit Court of Isle of Wight County to have the Town’s boundary line changed as provided herein. Each party agrees to perform any additional steps required by that Code section as may be necessary to accomplish the relocation of the Town’s boundary line.

3. The Parties agree that the County and the Town shall each bear its own costs of publication of the notices required by Section 15.2-3107 of the Code of Virginia (1950), as amended.

4. The new boundary line shall become effective at midnight on June 30, 2013. In the event the Circuit Court of Isle of Wight County has not entered a final order establishing the new boundary line by June 30, 2013, then the new boundary line shall become effective at midnight on the 31st day of December or at midnight on the 30th day of June following entry of such final order, whichever date occurs first.

COUNTY OF ISLE OF WIGHT

By _____
Al Casteen [insert full name]
Chairman, Board of Supervisors

ATTEST:

W. Douglas Caskey, Clerk

APPROVED AS TO FORM:

Mark C. Popovich, County Attorney

TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Lesley J. Greer, Town Clerk

Exhibit 1 to Boundary Line Adjustment Agreement

[Insert survey plat by Bay design group, dated November ____, 2012]

Exhibit 2 to Boundary Line Adjustment Agreement

Metes and Bounds Description of Boundary Adjustment Area

[Insert description]



TOWN OF SMITHFIELD

"The Ham Capital of the World"

November 21, 2012

TO SMITHFIELD TOWN COUNCIL
FROM TOWN MANAGER *PETER*
SUBJECT WINDSOR CASTLE PARK AGENDA ITEMS

Playground Design Contribution Request

Windsor Castle Park Foundation Board President Sue Ivy will be present at the Public Buildings and Welfare Committee meeting next week to discuss a request to have the town fund \$6,000 toward the design of a new playground at the park. This funding can be "extracted" from the budgeted line item for park maintenance and placed into a new line item when the budget is amended, should council wish to approve this request.

Farming Operations Memorandum of Understanding

The current MOU with Jerry D. Stallings expires December 1, 2012 however it may be extended by mutual agreement. He wishes to proceed to plant the next crop cycle. The only area staff would ask not be included is the field between the manor house and the Station bridge. This area will be used for special event parking in the spring before the next crop would be harvested. The only other area we might need him to work around would be the possible future location for community gardening. Lastly, the negotiation period with the Weiss' continues however I have not received any additional information related to the possible vineyard concept on the property.

TOWN MANAGER'S OFFICE

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