

**SMITHFIELD TOWN COUNCIL AGENDA**  
**January 5<sup>th</sup>, 2016 at 7:30 p.m.**  
**Held at Smithfield Center, 220 N. Church Street**



**A. INFORMATIONAL SECTION:**

1. Manager's Report
  - a. December Activity Report

**B. UPCOMING MEETINGS AND ACTIVITIES:**

- |  |   |
|--|---|
| Dec 31 <sup>st</sup> & Jan 1 <sup>st</sup> - | Town Offices will be Closed in Observance of New Year's Holiday   |
| January 5                                    | - 7:30 p.m. – Town Council Meeting  |
| January 12                                   | - 4:00 p.m. – Pinewood Heights Management Team Meeting  |
| January 12                                   | - 6:30 p.m. – Smithfield Planning Commission Meeting  |
| January 15                                   | - Town Offices will be Closed in Observance of Lee/Jackson Day  |
| January 18                                   | - Town Offices will be Closed in Observance of Martin Luther King Day   |
| January 19                                   | - 6:30 p.m. – Board of Historic and Architectural Review  |
| January 25                                   | - 4:00 p.m. – Town Council Committee Meetings (Consecutive)<br>Police Committee<br>Water and Sewer Committee<br>Finance Committee                                 |
| January 26                                   | - 4:00 p.m. – Town Council Committee Meetings (Consecutive)<br>Parks and Recreation Committee<br>Public Works Committee<br>Public Buildings and Welfare Committee |

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

**C. Public Comments:**

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

**D. Council Comments**

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

**E. Summary of Consent Agenda Items**

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

**CONSENT AGENDA ITEMS**

**C1. Motion to Approve Streetlight Installation on Colonial Avenue**

Police Committee Chair, Mrs. Denise Tynes

**C2. Motion to Award Contract for Renovations to the Police Evidence Storage Building to J & B Hartigan** **TAB # 1**

Police Committee Chair, Mrs. Denise Tynes

**C3. Motion to Accept Donation from Smithfield Foods for the Purchase of Two New Police Motorcycles**

Police Committee Chair, Mrs. Denise Tynes

**C4. Resolution for Traffic Assistance and One Way Traffic along Jericho Road for Bob Festival, Saturday, January 16<sup>th</sup>, 2016** **TAB # 2**

Police Committee Chair, Mrs. Denise Tynes

**C5. Resolution for Street Closure for 2nd Annual Mardi Gras Run 4 Beads, Saturday February 6<sup>th</sup>, 2016** **TAB # 3**

Police Committee Chair, Mrs. Denise Tynes

**C6. Resolution for Street Closure for Vintage Market, Saturday, March 12<sup>th</sup> 2016**

Police Committee Chair, Mrs. Denise Tynes **TAB # 4**

**C7. Motion to Purchase Replacement of Sewer Pump at Lakeside Heights Pump Station**

Water and Sewer Committee Chair, Vice Mayor Andrew Gregory

**C8. Invoices Over \$10,000 Requiring Council Authorization**

Finance Committee Chair, Mr. Randy Pack

- |    |                             |             |
|----|-----------------------------|-------------|
| a. | IOW General Obligation Bond | \$15,740.36 |
| b. | City of Bellevue, WA        | \$25,000.00 |

**C9. Motion to Adopt Procurement Policy Manual**

Finance Committee Chair, Mr. Randy Pack

**C10. Motion to Approve the following Contracts and Plans to Move Forward with Phase III of the Pinewood Heights Relocation Project**

Public Buildings and Welfare Committee Chair, Dr. Milton Cook

- a. Contract with Virginia Department of Housing and Community Development **TAB # 5**
- b. Contract with Community Planning Partners, Inc for Management Assistance Services
- c. Property Acquisition Plan
- d. Residential Relocation Assistance Plan
- e. Property Disposition Plan
- f. Redevelopment Plan

## **ACTION SECTION**

1. **Motion to Amend the Town's Comprehensive Plan in Regards to the Future Land Use Map**  
Public Buildings and Welfare Committee Chair, Dr. Milton Cook
2. **CONTINUED PUBLIC HEARING: Change in Zoning Classification – Cary & Main**  
**Conditional Rezoning Application** **TAB # 6**
  - a. Public Hearing Closed
  - b. Consideration by Public Buildings and Welfare Committee Dr. Milton Cook
3. **Motion to Approve the Town Council Meeting Minutes of December 1<sup>st</sup>, 2015**  
Mr. William H. Riddick, III, Town Attorney
4. **Motion to Accept Recommendation from Nominating Committee to Fill the Expiring Term on the Smithfield Planning Commission**  
Dr. Milton Cook and Mr. Randy Pack
5. **Motion to Accept Recommendation from Nominating Committee to Fill the two (2) Expiring Terms of the Board of Historic and Architectural Review.**  
Dr. Milton Cook and Mr. Randy Pack
6. **New Business:** Review of Town Ordinance pertaining to Board of Historic and Architectural Review Member Qualification
7. **Old Business:**
8. **Closed Session:**
9. **Meeting Adjourned:**

January 4, 2016

**TO: SMITHFIELD TOWN COUNCIL**

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

**SUBJECT: MONTHLY ACTIVITY REPORT – DECEMBER 2015**

**TOWN MANAGER'S OFFICE:**

- a. Attended: VML Insurance Programs quarterly board meeting held in Lynchburg, Chamber After Hours Open House at Smithfield Foods Headquarters, Regional hazard mitigation plan meeting in Franklin with Josiah Jendrey, HRCJTA (Police Academy) Executive Committee and Board of Directors meeting in Newport News, Riverside Healthy Living Community grand opening (addition) with Mayor Williams, Fleet Forces Navy band concert at the center, and HRPDC CAO luncheon in Chesapeake.
- b. Received 20 year service award at annual employee Christmas luncheon. It has been my honor to serve as Town Manager here in Smithfield the past two decades!

**TOWN CLERK'S OFFICE:**

- a. Transcribed and proofed the monthly minutes from Town Council and Board of Historic and Architectural Review for the month of December
- b. Prepared December Town Council Committee Agenda and January Town Council Agenda.
- c. Attended Town Council Committee meetings on December 21<sup>st</sup> and 22<sup>nd</sup> and prepared summary reports from committees.
- d. Attended Employee Luncheon on December 22<sup>nd</sup>.

**TREASURER'S OFFICE:**

- a. Took vacation days on December 3<sup>rd</sup> and 4<sup>th</sup>.
- b. Assisted with customer utility/tax questions and concerns throughout the month.

- c. Completed bank reconciliations and financial statements for November.
- d. Prepared analysis of outstanding debt terms/balances for council review.
- e. Attended the employee breakfast on December 22.
- f. Worked on MD&A for the 2015 annual audit after receiving the draft report from the auditors.

### **PUBLIC WORKS:**

- Staff performs the following duties on a monthly basis:  
Miss Utility marking, read meters for billing and to transfer property owners, cut offs and cut-ons, check pump stations daily, install and repair street signs, replace and repair broken water meters, take a minimum of 8 water samples and have them tested, flush water lines, repair water leaks, repair radio reads after each reading if needed, maintenance on town owned buildings.
1. Sewer Line Repairs and Maintenance:
    - a. 1207 Magruder Rd. - repaired sewer lateral.
    - b. 228 Grace St. - used sewer machine to unblock sewer lateral on town side.
    - c. 405 Evergreen Way - unblocked sewer lateral on town side.

### Sewer Pump Station Repairs and Maintenance:

- d. Weekly and daily checks on all 27 pump stations.
- e. Performed the following scheduled maintenance at all pump station
  - Cleaning of wet-wells
  - Alarms testing
  - Sump pump cleaning
  - Check Valve cleaning and repair
  - Generator checks / Godwin pump checks
  - Control Panel / Flow monitor checks
  - Fence and Grounds inspections
  - Inspected Structure
  - Inspect and clean pumps
  - Level system check
  - Test limit switches
  - Bar screen cleaning
  - Rain gauge cleaning
- f. Moonfield pump station down to one pump – new pump ordered
- g. Pulled and cleaned pump#1 at Riverside pump station
- h. Lakeside pump station - pulled and cleaned check valve, bad pump

- i. Pulled and cleaned pump #1 at Pinewood pump station
- j. Ledford Lane pump station - pulled and cleaned pump #1 no problems found
- k. Minton Way pump station - pulled #1 pump cleaned and inspected

## 2. Water Line Repairs and Maintenance

- a. Water leak repairs:
  - 132 Lane Crescent
  - 200 East St
- b. Lewis construction repaired water leak under Cypress Creek Bridge.
- c. Started installing water line at the 700 block West Main St.
- d. Started installing new water meters in Jersey Park Apartments.

## 3. Well Repairs and Maintenance

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

## 4. Water Treatment Plant

- a. Daily lab analysis, monthly sampling and reports for VDH, HRSD, DEQ and RO contractors.
- b. New Waterworks Operator Jamie Poindexter started employment and began training on December 3<sup>rd</sup>.
- c. Quarterly Nitrification samples were pulled for HRSD.
- d. Pilot RO membranes were removed and sent to Avista headquarters for autopsy and analysis.
- e. Adjustments were made to RO security camera system to enable more monitoring and playback ability.

## 5. Safety

- a. Monthly truck inspections
- b. All Public Works employees attended Hazmat/Chemicals/Pesticide training
- c. New employees completed NIMS certifications

## 6. Windsor Castle Park

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

7. Fog/Backflow Programs

- A. Fog inspections on FSE and monitoring of grease disposal is ongoing with a good level of compliance and cooperation from local businesses.
- B. The following locations had FOG inspections conducted this month
  - 1. Taco Bell
  - 2. Wendy's
  - 3. Hardee's
  - 4. Smithfield Ice Cream Parlor
  - 5. Food Lion
  - 6. Dominoes
  - 7. Farm fresh
  - 8. Subway
- C. Backflow test reports are being submitted by residents and business with a good level of cooperation from the public. Plan review and inspections are conducted on all new commercial structures to ensure they meet town requirements

8. Miscellaneous

- a. Grounds crews cut grass at town-owned property and rights-of-way weekly and empty trash cans on Monday and Friday.
- b. Minor repairs at Town Hall and Town Buildings.
- c. Staff put up town Christmas decorations.
- d. Staff worked Christmas Market and Christmas Parade.

## **PLANNING AND ZONING:**

1. Planning Commission – December 8, 2015
  - No meeting held.
2. Rezoning Applications under review
  - A. Cary & Main (Pierceville) Development
3. Special Use Permit Applications under review
  - A. Columbarium Plan – Trinity Methodist Church - 201, 205 S. Mason St.
4. Subdivision and Site Plans under review
  - None
5. Subdivision and Commercial Sites Under Construction and Inspection
  - A. Church Square, Phase I (95% complete)
  - B. Smithfield Manor Townhomes (95% complete)
  - C. Lakeview Cove Condos (75% complete)
6. Board of Historic & Architectural Review – December 15, 2015
  - A. Consideration of Demolition by Neglect – 502 Grace Street – Landmark – Town of Smithfield, applicant – Board recommended initiation of administrative action to halt demolition by neglect.
7. Board of Zoning Appeals – December 15, 2015
  - No meeting held.

## **ENGINEERING**

- A. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans. Homes are under construction as per market demand.
- C. Lakeview Cove is now under new ownership. All E & S controls have been installed previously by the contractor as per the approved site plans and required by the Town.
- D. Blair Brother's Contr. replaced storm drain pipe and repaired storm drain drop inlet on Faye Drive. Contractor also performed asphalt pothole and pavement patch repairs within the Cypress Creek subdivision, on Cedar Street and on Windsor Ave. and Middle Street in Jersey Park.
- E. Erosion & Sedimentation control field inspections were performed and appropriate reports filed on the following active project: Moody Properties. Also Erosion & Sedimentation control field inspections for single family dwellings were performed at 6 locations throughout the Town and required reports were filed.
- F. Field inspections were held this month involving the Smithfield Lake Dam. It should be noted that the repair to the plunge pool area at the outfall of the primary spillway has been completed.
- G. Cypress Creek Development; Contractor C. A. Barrs Constr., all work on project has now been completed including the roadway asphalt surface. The project is now under its one year warranty period.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING  
HELD ON MONDAY, DECEMBER, 2015

The Police Committee met Monday, December 21<sup>st</sup>, 2015 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mrs. Denise Tynes, Chair and Mr. Andrew Gregory, Vice Mayor. Other Council members present were Mr. Randy Pack, Mr. Michael G. Smith, Dr. Milton Cook, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. Steven G. Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Chief of Police; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Town Engineer; Ms. Amy Musick, Smithfield Center Director; and Mr. Jack Reed, Waterworks Plant Manager. Also in attendance were Mr. Jamie Weist of Kimley Horn and Associates, Mr. Brian Camden of Alpha Corporation, and Ms. Cheryl Ketcham, Farmers Market Director. The media was represented by Diana McFarland of The Smithfield Times.

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

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

1. Update on Colonial Avenue Streetlight Request – The Town Manager stated that included in the packet was a cost estimate from Dominion Virginia Power for the streetlight request on Colonial Avenue. The initial request came from Mr. Nelms that appeared before Town Council with more than ten petitioners requesting the additional streetlight. Mr. Griffin stated that the installation of the streetlight would require all underground wiring to match the rest of the neighborhood. Dr. Cook stated that just for clarification this quote is for only one streetlight. Mr. Griffin stated that was correct. Dr. Cook expressed his concern over it being \$7,500 to install one additional streetlight. Mr. Pack stated that from his history of having pole lights installed at the Smithfield Station \$7,500 sounds about right. Mrs. Tynes asked how many houses the additional light would serve. Mr. Griffin stated that there are approximately eight to ten houses. Mrs.

Tynes stated that a cost estimate was received because the Smithfield Police Department has deemed that it is needed to keep everyone safe. Mrs. Tynes stated that this item will be sent to Town Council for consideration.

2. Bid Summary for Police Evidence Storage Building – Mr. Camden stated that the town held the bid opening last Thursday at the Town Manager’s office. There were a total of eight bidders for the project. The low bidder was J & B Hartigan with a bid of \$459,000. The range of bids received were from \$459,000 to \$679,900. Mr. Camden stated that they have not done business with J & B Hartigan previously; however they are an Isle of Wight contractor located in Carrollton, VA. They had a number of good references that they have followed up on. Mr. Camden stated that he talked to the VA Hospital today and they spoke very highly of J & B Hartigan and stated they would recommend them. Their references indicate that J & B Hartigan finish their projects on time and complete their punch list on time as well. Mr. Camden stated that J & B Hartigan is the low bid and he would like to move forward with a contract. The hope is to resolve any contractual issues by the January 5<sup>th</sup> Town Council meeting. A notice to proceed would be issued and the building will be 100% completed including all punch list items by May 1<sup>st</sup> 2016. The consensus from committee was to recommend approval to move forward with awarding J & B Hartigan the contract for renovations to the Smithfield Police Evidence Storage Building located at 1802 South Church Street. Mr. Pack asked if Mayor Williams or Mr. Smith knew who J & B Hartigan was. They replied that they did not. Mr. Camden explained that the owners are John Hartigan and Barbara Brann. They live at 103 Adams Court in Carrollton, VA. Their office is located on Carrollton Boulevard and they have been around since 2011. Mr. Camden stated that their bonds are in order and they are a Class “A” contractor. Mrs. Tynes stated that we are spending local public funds and if we can do business with someone local then the funds stay here. Mr. Camden stated that the bidder told staff after the bid opening that they are a county resident trying to do a substantial amount of business here in the county; however most of their work is government work at Langley Air Force Base and VA Hospitals. Mr. Camden stated that they are a Service-Disabled Veteran Owned Small Business Corporation. Mrs. Tynes stated that committee recommends moving forward with a contract with J & B Hartigan pending Town Council’s approval at the January 5<sup>th</sup> Town Council meeting. Mr. Camden stated that he would coordinate the contract with the Town Attorney.

3. Acceptance of Donation from Smithfield Foods for Police Motorcycles – Chief Bowman stated that Mr. Pope and Smithfield Foods have very generously agreed to donate funds to replace two police motorcycles that the town owns. One of them is currently thirteen years of age and the other one is fourteen years of age. The Police Department would like for Town Council at their next meeting to accept the donation. Mrs. Tynes asked what the Police Department will do with the ones that they are replacing. Chief Bowman explained that these motorcycles are old; however officers are required to complete a two week course to operate. The department will continue to use these older motorcycles for training until it is no longer cost effective. If it gets to the point where it cost the department money the motorcycles will be retired. Mrs. Tynes asked that staff send a thank you letter to Mr. Pope.

4. Traffic Assistance for 8K and Jericho Road One Way Traffic for Bob Festival, Saturday, January 16<sup>th</sup>, 2016 – Ms. Musick reported that this is the third year for this event. The request is the same as in the past for traffic assistance and one way road closure on Jericho Road. Mrs. Tynes asked if there were any concerns for the Bob Fest street closure. Committee recommends traffic assistance and one way traffic on Jericho Road.

5. Street Closure Request for Mardi Gras Run for Beads, Saturday February 6<sup>th</sup>, 2016 – Ms. Musick stated that this is the second year for the Mardi Gras Festival. It has three different races, a 1K, 5K, and 10K. Some traffic assistance will be needed for the run and a street closure has been requested for the festival in the 100 and 200 block of Main Street after the run. Hayden's Lane will be used as the beer garden. The Town Attorney asked if it was just like last year. Ms. Musick replied that it was. Committee recommends approval of the street closure.

6. Street Closure Request for Vintage Market, Saturday March 12<sup>th</sup> 2016 – Ms. Musick reported that the Vintage Market took place last year; however they need room to grow because it was so successful. They have so many vendors that want to be a part of this event. They have requested to close the 100 block of Main Street from Mason Street to Church Street from 6 am to 4 pm. Ms. Musick mentioned that it is best to start street closures as early as you can so that you avoid getting cars parked in your way before the events get started. Dr. Cook asked if the Vintage Market was all day. Ms. Ketcham stated that the Vintage Market is from 9 am to 2 pm. The additional hours will be for setup and cleanup of the event. Mrs. Tynes asked for Ms. Ketcham to give a little background on the event. She explained that the Vintage Market was started last spring and because it was so successful they did a fall Vintage Market. There were approximately ten thousand people that crowded in the Bank of Southside parking lot to attend the Vintage Market in November. The purpose of the street closure, in addition to adding more vendors, is to spread the crowd out. Dr. Cook asked Ms. Ketcham what their plan was for parking. She explained that, as they did this fall, they plan to have shuttle buses from the Little's parking lot. Dr. Cook asked if Little's parking lot will hold everyone. Ms. Ketcham stated that they will continue to look into other options. She explained that for the Christmas Evening Market they also used Westside Elementary. Discussion was held on parking being an issue when large successful events are held downtown. Mrs. Tynes suggested using Smithfield High School when shuttling people in. Ms. Ketcham stated that Smithfield High School is a long ways when there is major traffic jams getting into town. Ms. Tynes also suggested using Smithfield Foods parking lot. Mayor Williams stated that he has already given Ms. Ketcham information in regards to parking at Smithfield Foods. Chief Bowman mentioned a couple of things that needs to be kept in mind when planning events downtown. Little's Supermarket parking lot may not be there forever. There will come a day when the property will be sold. Also, Westside Elementary may not be able to be used if they have events occurring there at the same time as an event downtown. He stated that in the future, although we do not want to drive as far as Smithfield High School, there may come a day with the saturation problems that we currently have

during some of these very successful special events we may need to do something a little differently. Ms. Musick stated that the evening market and parade were very successful events. Attendance estimates were fifteen to twenty thousand people. Ms. Ketcham stated that she will be putting in a request shortly for next year's 2016 event. They are looking at possibly moving the Christmas Evening Market to a Saturday instead of a Friday night. This will help alleviate the problem with school buses trying to get down Main Street while vendors are trying to get setup. Also people commuting home at the same time the evening market is starting. Dr. Cook mentioned that while the event committee is discussing different options to keep in mind that moving the event to a Saturday would close Main Street two Saturdays in the month of December. He stated that he has heard from many businesses along Main Street and they are not in favor of closing Main Street two Saturday's during the month of December. He explained in the current setup the Christmas Evening Market brings a large crowd downtown on a Friday night where they do not normally have many customers. Saturdays there are customers coming whether there is an event or not. Ms. Ketcham stated that all the businesses that she has talked to love the events that are brought downtown. Dr. Cook stated that was correct in its current format. It is Town Council's responsibility to keep businesses in mind when they approve street closures along Main Street. Dr. Cook asked if the town has a policy on how many times we can close Main Street. Mrs. Tynes stated that this item today is for the Vintage Market. She asked that before the 2016 Christmas Parade event comes back to committee maybe they can work on some of these issues that have been brought up today in regards to parking and closure of Main Street. Chief Bowman stated that through the Special Events Committee they have a rule that they will not bring anything to Town Council for consideration before three month of the event. This will give them more time to work out the logistics. Ms. Ketcham stated that one thing that she did want to mention was that if the Christmas Market is moved to a Saturday for 2016 it would be started earlier in the day to stretch out the crowd. One of the biggest complaints that she heard from the Police Department was that Main Street was so crowded that you could not move down the street. If it had been necessary to get an emergency vehicle down the street it would have been very difficult. Mrs. Tynes stated that committee recommends approval of the Vintage Market street closure and will forward to Town Council for consideration.

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

1. Operational Updates – Chief Bowman reported that they made it through the Christmas Evening Market and the Christmas Parade. Both were very successful events. In regard to vandalism another one of the town's porcine statues was removed from its platform at Sykes Court. He stated that they do have some leads that they are working on. They believe that juveniles that are rooming the streets all times of the night and day are responsible for these vandalisms. Chief Bowman also stated that they are keeping a close eye on places of business as Christmas approaches. Mrs. Tynes stated that she would like to thank the Chief and the Smithfield Police Department for the job they are doing for the Town of Smithfield. She stated that we do not get any major complaints around here like many other jurisdictions and knows that it is because of the

professionalism and training that our officers get. Chief Bowman mentioned that much of this credit goes to the officers that work the streets day in and day out. He stated that they have a staff meeting tomorrow and he would make sure that he relays the message to them.

The meeting adjourned at 4:26 p.m.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE  
MEETING HELD ON MONDAY, DECEMBER 21<sup>ST</sup>, 2015

The Water & Sewer Committee held a meeting on Monday, December 21<sup>st</sup>, 2015 at 4:26 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending was Mr. Andrew Gregory, Chair, Mr. Michael Smith, and Mrs. Denise Tynes. Other Council members present were Mr. Randy Pack, Dr. Milton Cook, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; Mr. Jack Reed, Waterworks Plant Manager; and Mr. Alonzo Howell, Deputy Chief of Police. Also in attendance was Mr. Jamie Weist of Kimley Horn and Associates. The media was represented by Diana McFarland of the The Smithfield Times.

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

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

**1. Sewer Pump for Lakeside Pump Station** – The Town Manager stated that Mr. Smith of Public Works was hoping to be here today to talk about the new pump and/or answer any questions. He was unable to make it due to the waterline break on Smithfield Boulevard as stated before. The pump that needs to be replaced is an original pump from 1992. It has previously been repaired many times with replacing things such as the impellers. Staff has priced how much it would cost to rebuild this pump verses replacing with a new pump. Replacement is cheaper than rebuilding. The Town Manager stated that there is a lead time on ordering so Mr. Snead is requesting that the pump be ordered as soon as possible. Committee recommends approval of ordering sewer pump for the Lakeside Pump Station.

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

1. Operational Updates – The Town Manager stated that committee had requested an update on how things were going at the RO plant so Mr. Jack Reed was present to give committee an update. Mr. Reed stated that things are rolling along; however the pilot is on pause at this time. There was an issue with it so some membranes have been sent off for an autopsy. Staff is waiting to get these results back. In regards to the discharge there have been some areas where discharge has been higher than others but as you can see from the graphs the trend is pretty much the same. It is fairly close to how much water we are producing. On the graph in 2014 the town made the least amount of discharge due to being short staffed. Staff had the plant running a little faster than they normally like too to alleviate overtime. In August 2014 we had a problem where the unit stopped working. When it was reset it was reset to zero. As this number gets bigger it gets more and more skewed. It was actually skewing in the town's favor. That is why prior to the reset the discharge numbers looked a little bit better than they are now. If you look at FY 2016 we are getting back inline to where we were. Mr. Reed reported that they have made a few operation changes. Staff did not like running the plant as fast as we were with just one well pump. They have fired up another which is using more electricity but less discharge. He stated that he feels what the town saves in discharge will offset the money the town is spending on electricity. Vice Mayor Gregory stated that they tend to get these updates on a percentage basis so what is the town's efficiency rate on discharge. Mr. Reed stated that the town is at an eighty percent recovery rate. He explained that from 2014 to 2015 there was an increase of four percent. Compared to 2013 the town is pretty much identical. At this time the town is projecting to be lower than 2015 but not quite as low as 2014 so far this fiscal year. Mr. Reed stated that he can run the plant harder but he is wearing equipment down. The savings may not be worth the damage that they would be doing to the equipment. Staff is comfortable with what they are doing now by not pushing anything past where it should be. Vice Mayor Gregory asked the Town Manager if the goal was eighty-two or eight-three percent recovery rate. The Town Manager stated the initial goal in theory when it was designed by Buchart Horn and Associates was based on a lot of assumptions. Eight-five percent was the goal prior to the construction of the plant. Vice Mayor Gregory asked where the town compares to James City County's RO Plant. Mr. Reed stated that they are at eighty percent also but the big difference between James City and Smithfield is they do not pay for the discharge. They are close enough to the James River to discharge directly into the James River. James City is a two stage system. The town has looked at removing the third stage and projections show that the town's recovery rate could go to eighty-two to eight-four percent. Mr. Reed stated that he continues to feel that it would be worth removal of the third stage to get that percent savings. Committee thanked Mr. Reed for the update.

2. Update on Discharge Analysis at the Reverse Osmosis Plant by Jamie Weist of Kimley Horn and Associates – Mr. Weist of Kimley Horn and Associates was present to give an update on the concentrate discharge study they have been working on for quite some time. In the very beginning when we started down this path it was said that the town was going to do this process incrementally to avoid the town spending a whole lot

of money and then figuring out that we cannot do what we want to do. As a reminder over a year ago some shrimp and minnows were subjected to a concentrate discharge bath. We learned at that time the results were not favorable for the town to get a general discharge permit; however this was anticipated and the town will move forward with trying to get an individual discharge permit. The town also found out at that time that we could meet the toxicity requirements through discharge by diluting the discharge concentration as it enters the stream. The town knows that we can pass this hurdle based on the testing that has been done. The next testing, which was just completed, was getting the phosphorus levels down. One of the big things with the Department of Environmental Quality (DEQ) is removal of phosphorus before you discharge. In groundwater you naturally have two milligrams of phosphorus in the water before it goes through the RO plant. After it goes through the plant and goes through the reverse osmosis process there is a chemical added to remove silica scaling from the membranes. This chemical has natural phosphorus in it so it increases the phosphorus levels and concentrates it prior to discharge to the point where you are discharging around nine parts per million of phosphorus. DEQ requires that the phosphorus discharge in any body of water be less than .15 parts per million. This is quite a reduction in phosphorus. The last round of testing that was done was twofold. First, AVISTA agreed to come and try a new silica scaling inhibitor chemical that has less phosphorus in it to see if it would work on the town's system. Mr. Weist stated that this is the process that Mr. Reed mentioned that they have the pilot unit running and is temporarily on pause. This process has proven that it does lower the phosphorus levels in the concentrate. The second item is jar testing to make sure there are treatment processes available to remove the phosphorus down to the level that the town needs it removed too in order to discharge into the creek. This would be required to get the DEQ permit to discharge. Fortunately, the town was able to partner with Kruger Inc. as a treatment processing manufacturer and they, at their cost, have done the jar testing for the town. Initially, it was thought that the town might have to pay for this process. Kruger Inc. would love to bid on this project and use their treatment process so they do have a vested interest. The town has done two rounds of sampling. One to test different precipitation processes and the second to confirm what the first results were. At this time Kimley Horn and Associates does not have the final report on the confirmation test but they did have a conference call with them a couple of weeks ago. Preliminary looks show that everything looks favorable in being able to reduce the phosphorus levels below the .15 part per million. The next steps are basically for Kruger, Inc. to confirm these results in a written report to Kimley Horn and Associates. They will also provide a treatment process recommendation which is basically a preliminary design on how you do it. They will also provide an opinion of probable cost on how much it will cost to build this treatment process and what it will cost in chemicals each day or month to treat the concentrate prior to discharge. Mr. Weist stated that he anticipates receiving this information after the first of the year. Once it has been received he will meet with Mr. Reed and the Town Manager to go over the results. This item will then be brought back to committee with the results and cost. If Town Council chooses to proceed then they would go right into design and permitting for the discharge line. Vice Mayor Gregory asked that if cost analysis makes sense would the town need to resubmit to DEQ or is the town in a continuing application. Mr. Weist stated that the town is in a continuing application. At this point we would begin design of

the system and the discharge. Simultaneously the town would start the permitting process with DEQ. All the tests that we have been doing and the results will be submitted to DEQ in one package with our recommendation for an individual permit. Vice Mayor Gregory reminded everyone that the actual discharge line from an infrastructure standpoint is already in place. Mr. Weist stated that was correct that part of that could be used.

2. Additional Operation Updates - The Town Manager reported that a subcontractor for Charter drilled through one of the town's six inch waterlines on Smithfield Boulevard and Colonial Avenue. At this time all the residents on Colonial Avenue are without water while the Public Works Department repairs the six inch waterline. He also reported that Public Works had been working on West Main Street where a new house was built and permanent service had to come from Main Street. Staff had allowed them temporary service during construction. Dr. Cook asked if this was something that the owner of the house should be paying for. The Town Attorney stated that this really benefits the town. At this time all the houses in the back of the Jersey Park neighborhood are being served by tiny little lines and there is no consistent service back there. Staff walked door to door and approached everyone in the neighborhood to see if they were agreeable to giving the town an easement to connect to a new waterline. Everyone was very agreeable.

The meeting adjourned at 4:45 p.m.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING  
HELD ON MONDAY, DECEMBER 21<sup>ST</sup>, 2015

The Finance Committee held a meeting on Monday, December 21<sup>st</sup>, 2015 at 4:45 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Mr. Andrew Gregory, Vice Mayor; and Dr. Milton Cook. Other Council members present were Mr. Michael G. Smith, Mrs. Denise Tynes and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William Riddick, Town Attorney; and Mr. Alonzo Howell, Deputy Chief of Police. There was no media was represented.

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

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

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

a. IOW General Obligation Bond \$15,740.36

This Invoice is the town's General Obligation Bond with Isle of Wight County. Committee recommends payment of invoice.

b. City of Bellevue \$25,000.00

This invoice is from the City of Bellevue for a fire truck that was purchased through GovDeals as surplus property. The Smithfield Volunteer Fire Department purchased this used apparatus from the City of Bellevue, Washington. The town has issued a check and is waiting reimbursement from the Smithfield Volunteer Fire Department. At this time the Fire Department is trying to figure out the least expensive way to get the apparatus here from across country.

2. Procurement Policy Manual – Mr. Pack stated that he had asked at the December Town Council meeting that this item be tabled and brought back to committee for further

discussion. He explained that a citizen had approached him that night with some questions and he did not have the answers. That is why he referred it back to committee. Since the Town Council meeting he has educated himself on the policy. He stated that if the town compares our procurement manual to the States the town is considerable less complicated. Mr. Pack stated that he has read through the policy that town staff has presented and feels he is comfortable with what town staff has presented. The Town Attorney stated that procurement is the lowest responsive and responsible bidder. If someone bids and they are really low but have no ability to perform then the town does not have to pick them for a particular project. Committee recommends approval of procurement policy as presented.

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

1. December Cash Balances – Ms. Minga reported that cash balances are looking good. We are at that time of year where the town is starting to take in tax revenues. This does help the bottom line of the General Fund. She stated that the ladies in the office have done a really good job this year running all of the checks through our remote deposit machine even though they have not all been posted to individual accounts. At this time we have not had any complaints about checks sitting out there and not being cashed. Ms. Minga reported that the town's escrow balances remain very strong with the exception of the Sewer Fund. Most of the capital repairs that the town has had to make for sewer are usually related to sewer compliance issues and the town has been able to use escrow funds for them. The VML/VACo Investment Pool is down a little bit this month from last month; however it is still above cost value. There will be a quarterly meeting next month and she will know a little bit more about where we are going with this fund. - Water = \$360,727.06; Water Debt Service = \$891,784.25; Water Capital Escrow Availability Fees = \$433,647.86; Water Treatment Plant Escrow = \$111,959.61; Water Deposit Account = \$127,903.98; Water Development Escrow = \$100,581.73; **Subtotal Water = \$2,026,604.49.** Sewer = \$(84,664.46); Sewer Development Escrow = \$357,906.63 Sewer Capital Escrow Availability Fees = \$840,866.74; Sewer Compliance = \$1,249,720.31; **Subtotal Sewer = \$2,363,829.22.** **Highway = \$164,220.68.** General Fund = \$3,462,699.33; Payroll = \$196,602.61; Money Market General Fund Town Bank = \$2,191.91; Business Super NOW-General Fund = \$33,180.26; Money Market General Fund Farmers Bank = \$290,356.64; General Fund Capital Escrow = \$215,216.66; Certificate of Deposit = \$526,301.18; Certificate of Deposit Police Dept = \$36,794.63; Special Project Account = \$520,049.61; Pinewood Heights Escrow = \$35,970.62; SNAP Program = \$2,287.75; Museum Account = \$114,451.80; Windsor Castle Acct \$19,000.00; S. Church Street = 18.12; **Subtotal General Fund = \$5,455,121.12.** **TOTAL ALL FUNDS = \$10,009,775.51.**

2. Closed Session: Mr. Pack stated that at this time we need a motion to move into closed session for the purpose of discussing the acquisition/disposition of real property

for public purposes and legal advice by Counsel as to matters requiring legal advice. Vice Mayor Gregory seconded the motion.

*In closed session @ 4:53 p.m.*

*Out of Closed session @ 5:43 p.m.*

A motion was made and seconded to come out of closed session. A brief discussion was held regarding the restoration of the Windsor Castle Manor House and outbuildings, including the funding thereof, required partnership or LLC for preservation tax credit purposes, and legal aspects.

The meeting adjourned 5:55 p.m.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PARKS AND RECREATION  
COMMITTEE MEETING HELD ON TUESDAY, DECEMBER 22<sup>ND</sup>, 2015

The Parks and Recreation Committee held a meeting on Tuesday, December 22<sup>nd</sup>, 2015 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee member attending was: Ms. Connie Chapman, Chair, Mr. Randy Pack and Mrs. Denise Tynes. Other Council members present were: Mr. Michael G. Smith, Dr. Milton Cook, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Ms. Amy Musick, Smithfield Center Director; Mr. William G. Saunders, IV, Planning and Zoning Administrator; and Mr. Josiah Jendry, Compliance Inspector. Also in attendance were Mr. Rick Bodson, Mr. John Graham, Mr. Richard Rudnicki, Assistant Director of Planning and Zoning for Isle of Wight County; Mr. Steve Semkovish, of Windsor Castle Trail Doctors; Ms. Betty Clark, Mr. Mark Gay, Ms. Terry Mulherin, and Mr. and Mrs. Braunhart. There were four (4) additional citizens present. There was no media represented.

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

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

1. Operational Update – Ms. Musick reported that the town has had a busy December with lots of successful events. Due to the success of these events and the number of people it brings to town the special events committee will be looking at the best fit for each event from which day of the week to where to have the events in the future. The town will be ready next December so we do not over tax town services all in one weekend. The antique show took place the first weekend in December. The Christmas Evening Market and the Christmas Tree Lighting took place the following Friday, December 11<sup>th</sup>. On Saturday, December 12<sup>th</sup> there was the Kiwanis Santa Breakfast and the Christmas Parade. All events were very well attended. Ms. Musick also reported that there were over 300 people that attended the Navy Band Concert on

December 17<sup>th</sup>. Ms. Chapman asked if there has been any discussion with the Women's Club to move the tree lighting to a different night in December. Ms. Musick stated that she will be discussing that at their January meeting. Upcoming events include the Chamber of Commerce's Pre-Legislative Breakfast on January 7<sup>th</sup>, the Bob Fest at Windsor Castle Park on January 16<sup>th</sup> and the Martin Luther King Banquet on January 17<sup>th</sup>.

Ms. Musick stated that the projects that the Windsor Castle Park Trail Doctors are working on include bridge cleaning, trail maintenance, and English Ivy removal. Ms. Musick introduced Steve Semkovish as one of the trail doctors with the most volunteer hours this past year. He has been working a lot on the removal of English Ivy in the park. Ms. Musick asked Mr. Semkovish to talk a little bit about the removal of English Ivy. Mr. Semkovish stated that he started with the trail doctors just under a year ago. He stated that he spends a lot of his time at the park and while spending time in the park he noticed the amount of English Ivy that was growing up trees along the trails. Mr. Semkovish showed some images of trees that were taken back in the summer. He explained that one of the reasons he wanted to talk to committee was in regards to an article on invasive species in the park that was in the Smithfield Times, more specifically the Tree of Heaven and English Ivy. He stated that it is good that the article highlighted these invasive species; however it did not state what is being done to mitigate the problem. Mr. Semkovish stated that he has taken on the English Ivy as his personal challenge along with some other trail doctors. Mr. Semkovish stated that English Ivy is native to Europe and was brought over here from the colonist and it spreads quickly. It is a very persistent and resilient plant that is really hard to get rid of. The English Ivy uses a tree as its host to climb to the top looking for sunlight just like a tree does; but it grows and spreads much faster than a tree. It blankets the tops of trees by covering up the leaves on the top causing the trees to die. Mr. Semkovish showed several images of various places in the park where the English Ivy has wrapped itself around trees. He also showed images of some of the trees that have had the English Ivy removed from them. Mr. Semkovish stated that the protocol for ivy removal is to cut the ivy between ankle height and shoulder height. You do not want to use axes or machetes because that will cut the bark and open the tree up to diseases. They use loppers and pruning saws to cut the stems out of the big runners. They have also started applying an herbicide to the fresh cut. If you do not do apply the herbicide it will eventually grow back. Mr. Semkovish stated that this work was started back in July and he would estimate that they have cleared close to a hundred trees. The article in the Smithfield Times made it sound like nobody has been doing anything. The ivy removal in the woods near the dog park are approximately seventy-five to eighty percent done. The closer you get to dwellings is where you will find more ivy. The worst area in the park is the thicket between the fishing pier and the kayak launch. That will take a couple of months to get the ivy out of this area. Mr. Semkovish stated that progress is being made. He explained that in the summer they also have to contend with ticks, poison ivy and snakes. He asked if anyone had any questions on the program. He stated that they do not have a set schedule because we are all volunteers. Mrs. Tynes stated that she wanted to thank Mr. Semkovish and all the other

volunteers for their hard work at the park. Dr. Cook asked if he knew what was going on with the Tree of Heaven program. Mr. Josiah Jendry stated that it is in the cue of things to do. He stated that he has talked with Mr. Snead of Public Works to show him what areas need to be done; however it will be done as the Public Works Department has time to do it. Mr. Semkovish stated that at this time the volunteers from the trail doctors are focused on the removal of the English Ivy. He stated that the article in the paper pointed out two invasive species but there are more out there. These two are just the more prominent ones. Ms. Musick stated that she can talk to the trail doctors about getting a group together to talk about the process for removal of the Tree of Heaven. Dr. Cook stated that the Tree of Heaven will be a high maintenance project. If you cut one down ten will come back if not treated immediately when cut. Mr. Jendry stated the Forestry Service makes a hatchet that when it hits the tree it injections an herbicide in the tree immediately. Dr. Cook stated that these trees are so smart that if it gets cut or damaged it immediately sends a trigger to the roots to send up new growth. Mr. Jendry stated to get a hold of this invasive tree a considerable amount of time must be spent on it for multiple years. Mr. Smith asked if the trail doctors have seen any Virginia Creeper in the park. Mr. Semkovish replied that they have not. Committee thanked Mr. Semkovish for the update.

Mrs. Tynes stated that she had observed the town's Christmas tree and was embarrassed as a citizen of the Town of Smithfield. She asked if a tree could be purchased and planted at that location for future use so it will not be leaning over every year. Mr. Pack stated that he has some of the same concerns but he thinks that he may have a solution. He stated that he has a donor that has said if the town finds a spot to plant a tree he will pay to have it planted. If the town does not have a place to plant a tree this same donor has offered to buy the town a large artificial tree. Mr. Edwards of the Smithfield Times has offered to have the artificial tree placed in front of the Smithfield Times as long as he does not have to put it up. Ms. Musick explained that the current tree was donated by the Smithfield Women's Club. She continued to explain that a Christmas tree in front of the Smithfield Times would be a great place to have the town's Christmas tree. Mrs. Tynes was still in favor of planting a live tree on town property to use every year. Mrs. Musick stated that the area where the tree is now will eventually be additional parking for Smithfield Foods. Mayor Williams stated that the additional parking lot will be coming soon however there will be room to plant a live Christmas tree. Dr. Cook asked if there once was a live tree at that location. Ms. Musick stated that they have tried to grow two different trees but they did not grow as anticipated. She stated that a lot of people come to the Smithfield Center during the month of December however she thinks that Main Street would be a more prominent location for the town's Christmas tree. Ms. Chapman stated that she is in the Women's Club and would pass on the town's concerns at their January meeting. Ms. Chapman asked how many members the Trail doctors have currently. Ms. Musick replied that there were approximately fifteen. She stated that they have six that really put in some hours on their own. Ms. Chapman asked for contact information on all the volunteers.

2. Additional Item Discussed: Friday Night Concert Series - Mr. Pack stated that Mr. John and Anne Edwards having been putting on the Friday night concert series for thirty years and Mr. Edwards has expressed a desire to stop doing the concerts. Mr. Pack stated that he personally thinks the Friday night concert series is a great attraction to the town. Mr. Edwards would like for the town to approach him and offer assistance. He has made it clear that he is not going to ask the town for assistance. He is willing to book bands but just does not want to have to be present every Friday night to setup and breakdown groups. Mr. Pack stated that 2016 has been taken care of but would like some assistance moving forward into 2017. Mr. Pack stated that he would like to see the town entertain the possibility of taking over this event. Ms. Chapman asked if the town would entertain the idea of holding the concerts at Windsor Castle Park. Ms. Musick stated that with the upcoming restoration project at the park it would probably not be ideal at this time. Mr. Pack mentioned that with the concerts being held downtown on Main Street it creates some economic impact for the businesses on Main Street. Ms. Chapman suggested waiting and having more discussion on this topic when Ms. Winslow from tourism could participate.

The meeting adjourned at 4:32 p.m.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE  
MEETING HELD ON TUESDAY, DECEMBER 22<sup>ND</sup>, 2015

The Public Works Committee held a meeting on Tuesday, December 22<sup>nd</sup>, 2015 at 4:32 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair; Mrs. Denise Tynes and Dr. Milton Cook. Other Council members present were: Mr. Randy Pack, Ms. Connie Chapman and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Mr. William G. Saunders, IV, Planning and Zoning Administrator; and Mr. Josiah Jendry, Compliance Inspector. Also in attendance were Mr. Rick Bodson, Mr. John Graham, Mr. Richard Rudnicki, Assistant Director of Planning and Zoning for Isle of Wight County; Ms. Betty Clark, Mr. Mark Gay, Ms. Terry Mulherin, and Mr. and Mrs. Braunhardt. There were four (4) additional citizens present. There was no media represented. Committee Chair, Mr. Michael G. Smith called the meeting to order.

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

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

1. Hazard Mitigation Plan Update by Josiah Jendry – Mr. Jendry stated that this has been brought to committee just as an informational item at this time. Over the last couple of months all of the communities in the area have been working with a consultant to basically write a Regional Hazard Mitigation Plan. The statute requires that local mitigation plans be updated and revised every five years in order to maintain eligibility for grant funds. The last time the mitigation plan was done was about five years ago and each community wrote its own individual plan. The idea of a regional plan is to simplify the process. Much of the plan is general language about the various things that every community faces as far as hurricanes and floods. In a couple of month when the plan is actually finished it will need to come before Town Council for approval. Once approved

FEMA will give the town credit for having done this. The goal is to identify specifics within our community of things that we can do to better prepare us for hurricanes and other storm events. There were five key items in the last plan. The two that the town actually accomplished were training with Public Works staff and to digitalize all of the town's flood plain maps and incorporate it into the town's GIS. Two things that the town has not done is look at getting a certified flood plain manager and to work on proper construction of zoning and new construction if they were within the flood plain. The town also came up with a couple of new things to put in the plan that we would like to see in the next five years. Mr. Jendry stated that if we put items in the Hazard Mitigation Plan it does not say that the town must do these things. It says that these are goals that we would like to achieve. Staff looked at it and put things in there that we may not have funding for but by having it in the hazard mitigation plan FEMA may be willing to look at grants to accomplish them. Staff also wanted things that were easily achievable so that when it is reviewed in five years some of the items will have been accomplished. Mr. Jendry read the items that staff would like to put in the plan. The first is to get a certified Flood Plain Manager, which he would do this spring or fall when classes are offered. The second item is to include the Waterworks Dam. The town is required to do an inundation study so the hope is to get some grant money for this study. The town also would like to purchase two to four electronic message boards used for road closures or traffic detours. Also included in the plan would be to increase fuel storage that the town has for the generator at the RO plant. Talking to Mr. Reed at the RO plant he has about 48 hours of run time. The town also has a couple of critical facilities that run off of diesel generators and the town wants to look at switching those units to natural gas so that the town is not waiting on diesel to be brought in during a storm. Mr. Jendry stated that these are the main items that are going into the hazard mitigation plan for Smithfield. He mentioned that if committee thinks of anything else that they would like to be include to please let him know in the next few days. The Town Manager stated that the Town of Smithfield and the Town of Windsor are part of Isle of Wight County's overall plan. Once it has been submitted to the consultant we will get an overall draft of the Hazard Mitigation Plan that will include sections for Isle of Wight County/ Smithfield. The plan will come to Town Council for review and adoption by the end of the summer. Mr. Smith asked what would be a stumbling block. Mr. Jendry stated that essentially the town's portion is complete. As long as the consultant gets this list of items in a format with cost estimates by the first of the year the town's portion of it is done. Mr. Jendry stated that when he gets a final copy of the plan he will be happy to distribute it to Town Council.

The meeting adjourned at 4:41 p.m.

December 30, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE  
COMMITTEE MEETING HELD ON TUESDAY, DECEMBER 22<sup>ND</sup>, 2015

The Public Buildings and Welfare Committee held a meeting on Tuesday, December 22<sup>nd</sup>, 2015 at 4:41 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; Ms. Connie Chapman and Mr. Michael G. Smith. Other Council members in attendance were Mr. Randy Pack, Mrs. Denise Tynes and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley King, Town Clerk; Mr. William G. Saunders, IV, Planning and Zoning Administrator; and Mr. Josiah Jendry, FOG Inspector. Also in attendance were Mr. Rick Bodson, Mr. John Graham, Mr. Richard Rudnicki, Assistant Director of Planning and Zoning for Isle of Wight County; Ms. Betty Clark, Mr. Mark Gay, Ms. Terry Mulherin, and Mr. and Mrs. Braunhardt. There were four (4) additional citizens present. There was no media represented.

Committee Chairman, Dr. Milton Cook called the meeting to order.

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

1. Pinewood Heights Relocation Project Update – Phase II and Phase III Contract and Activities – The Town Manager stated that Mr. Dodson of Community Planning Partners update for Phase II was included in the packet. The town does have another duplex that we are starting the demolition process. Mr. Saunders stated that utilities have been disconnected and he is working on getting permits. The Town Manager reminded committee that Town Council had authorized the Town Attorney at the December 1<sup>st</sup> meeting to start the condemnation process on 52 Carver Avenue with the owner's consent due to a cloudy title. The Town Manager stated that in regards to Phase III the town is waiting to receive the contract from the Department of Housing and Community Development (DHCD). We have been told that it has been mailed however it has not been received at this time. Once received it will be forwarded to the Town Attorney for review and comment. The Town Manager explained that before staff could recommend to Town Council to accept the contract they have a few things that had to be resolved in

regards to a HUD requirement to repay a portion of the grant funding in Phase I, Phase II, and Phase III & IV to the state. The Town Attorney wrote a letter to the Associate Director at the Virginia Department of Housing and Community Development for clarification of any requirements of repayment. The town did receive a reply back from the Associate Director Mr. Desi Wynters. The bottomline is if the town sells any of the acquired land in Phase I, II, or III after five (5) years of the administrative closeout, of each phase, no repayment is required. If the town, for an example, in the most recent phase was to sell property within the five (5) years of close out then the land must be used to meet one of the national objectives of the CDBG program. An example of that would be job creation for at least 51% of low to moderate income individuals. The town should be approaching where we can start selling property from Phase I with no penalty of repayment. Dr. Cook asked if the town was aware of this requirement during Phase I. The Town Manager stated that this came up through the contract negotiation meeting that was held this past fall. Dr. Cook expressed concern over them being able to back date this requirement to Phase I. The Town Manager stated that was correct. As it is now it will be 2021 before the town can do anything with Phase II unless we meet one of the national objectives. The Town Manager stated that staff has included in the packet a number of items that will be on Town Council's agenda for approval at their January 5<sup>th</sup> meeting in order to move forward with Phase III of the Pinewood Heights Relocation Project. Mrs. Tynes stated that the residents in Phase III are eager and ready to move forward. Dr. Cook stated that he likes the pace that we are currently going with the Pinewood Heights project because it is paying for itself as we move forward with the designated food tax. Committee recommends approval of contracts and plans for Phase III.

2. Cary & Main Conditional Rezoning Application Continued Public Hearing Staff Update – The Town Manager stated that included in the packet was draft minutes from the December 7<sup>th</sup> work session with the developer. The revised proffers have been posted on the town's website after staff received them from the developer this morning. Mr. Saunders stated that he was just going to touch on some of the changes. Dr. Cook asked him to go over the substantial changes that are non-grammatical. Mr. Saunders stated that there were not many changes that were substantial. Most of the changes were for clarity such as “insure” rather than “assure” and “shall” rather than “may”. Dr. Cook pointed out that there is quite a bit of difference between “shall” and “may”. Mr. Saunders agreed. Dr. Cook explained that “shall” means that you have to find a reason to prevent it rather than “may” which you have to provide a reason to grant it. Mr. Saunders stated that on page three (3), item 6F - Duplication, is where you will find the largest changes. Instead of five dwelling models as in the October proffers it was been revised to seven (7) and three (3) of the seven (7) cannot have garages on the front elevation. There will also be at least three different facades, roof lines and color combinations for each of the dwelling models. A question was asked if the Planning and Zoning Administrative was the one that is going to define what a block is. Originally the developer said they would not duplicate within a single block. Where does one block start

and end? The developer has included a block plan exhibit that is attached to the new proffers to show Town Council what their definition of a block is. Also in that same paragraph façade reversal was removed to make it stricter to where the developer will not count façade reversal even with color and material change as a separate unit. Removing this statement allows for less duplication. Mr. Saunders pointed out that, under 6K - Landscaping, the developer did remove a statement in regards to town required buffers for landscaping being maintained by the home owner. There should not be any town required buffers placed on individual lots. Buffers will be the responsibility of the Homeowners Association (HOA). Obviously, each individual lot that has a requirement for individual landscaping and it will be the responsibility of the property owner. None of the landscape buffers that are required for the development itself will be placed on individual lots. Mr. Saunders reported that there were a couple of “shalls” placed in the cash proffer section; however none of the cash proffer amounts changed as it relates to schools. Dr. Cook stated that paragraph two (2) has always bothered him because it makes it look like the developer has a blanket approval from BHAR and wanted to know the purpose of this paragraph. Mr. Saunders stated that there was a good bit of concern at a previous BHAR meeting in regards to while the developer is showing these architectural elevation of what to expect in the subdivision and setting a minimum standard it also creates a ceiling for somebody who might want to buy a lot and build a better house with more architectural features than what the current developer is proposing. Paragraph two (2) that was added in October provides a means by which a different architectural model could come through in the subdivision without having to have a change in proffers which requires a public hearing at every level. This paragraph may help to get something better in the subdivision but if you recall at the work session the question was asked if this makes it easier for something lesser to come through as well. Mr. Saunders stated that as he understands it this sets a minimum with the other house models and it is not expected that the Historic Board would approve something lesser than this. So even though paragraph two (2) gives some flexibility to add more models the duplication section still says that there will be at least seven models in the subdivision plus any new models that come through would be in addition to the original seven. Mr. Saunders stated that committee may want a better definition by the Town Attorney but that is how he understands it. Dr. Cook stated that maybe paragraph two (2) could be deleted all together. Mr. Saunders stated that if the developer deletes number two (2) then the Historic Board will only be allowed to see these seven models that have already been to BHAR. Paragraph two (2) allows for an eighth, ninth, or tenth to come through without having to go back to Planning Commission, BHAR, and Town Council to make revisions to the proffers. Dr. Cook asked why there is such a strict proffer on the development. Mr. Saunders stated that the strict proffer gives Town Council an expectation and comfort level of what you will see in the subdivision. This is a minimum standard by the developer to try and sell the project. Dr. Cook stated that the proffers cannot supersede Town Code requiring each individual house to go before BHAR. Mr. Saunders stated that was correct if the house is located in the historic district. He explained that staff is not going to issue a zoning permit for a house that is in the historic

district unless it has a certificate of appropriateness from BHAR. Mr. Saunders also stated that there is a place on the zoning permit that requires a date of when it was approved by the BHAR. Ms. Chapman asked Dr. Cook asked if he had received the pictures of the new elevations. Dr. Cook stated that he did not. She explained that the developer now has five models with no front loading garages. Dr. Cook stated that he hates to say it but it really does not matter at this point. The Town Manager stated that the continuation of the public hearing from December 1<sup>st</sup> will be at Town Council's January 5<sup>th</sup> meeting. Mr. Saunders stated that the new proffers are on the website as supplemental information to the Town Council Committee Agenda. Mr. Pack asked if the new proffers were received in enough time to be up for consideration at the January 5<sup>th</sup> Town Council meeting. Mr. Saunders stated that was correct. The Town Manager stated that the public hearing on the Comprehensive Plan Amendment closed; however the public hearing on the Conditional Rezoning was continued. Ultimately, there will be one public hearing but action will be required on both items. Mr. Saunders stated that he thought the Comprehensive Plan was tabled and the Conditional Rezoning was continued. The Town Manager stated that staff would check the minutes of the December 1<sup>st</sup> Town Council meeting for clarification.

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

1. Public Comment – Mr. Braunhardt of 101 Goose Hill Way was present and stated that at the December 7<sup>th</sup> work session there were a number of issues discussed with one being the amount of the cash proffers. He wanted to talk to committee in regards to some things that he has done in his study of this project including the most recently posted proffers on the town's website as of December 21<sup>st</sup>, 2015. Proffers are an offer by the landowner or in this case the developer with the landowners concurrence to mitigate impacts of the rezoning. The proffer can include acceptance of cash payment to mitigate the impacts of that rezoning. It is voluntary. It is a onetime payment used to fund capital improvements necessitated by the new growth. The cash proffers are kin to impact fees which is what some of the other local governments call it. Cash proffers can only be used to finance capital infrastructure and cannot be used to finance on going ops and/or maintenance and rehabilitation cost. Cash proffers cannot be devised in the local governments General Fund. They must be accounted for separately and earmarked for very specific things such as police, fire, EMT, schools, etc. Cash Proffers cannot be used to correct existing infrastructure deficiencies unless negotiated part from. Mr. Braunhardt stated that as he recalls one of the issues that came up was whether the schools were impacted. Dr. Cook was kind enough to send some charts, tables and graphs that show the capacity of all the different schools. The capacity issue that he sees is based on the number of teachers that the schools have. It was prompted by looking at the Isle of Wight cash proffer study that they have done in the past which is a school utilization rate. Isle of Wight uses the Tischlerbise methodology which is an industry recognized method to account for this and develop a utilization rate. Hardy Elementary

was at 91%, Westside Elementary was at 99%, Smithfield and Windsor Middle School was 100% each, Smithfield High School was 100% and Windsor High School at 99% of the student utilization rate. This indicates that there is going to be a requirement for infrastructure to provide the necessary schools. These numbers do not include the Pierceville subdivision when it was done. The numbers were also based on the 2015/2016 school budget. Mr. Braunhardt stated that he is concerned that this subdivision would cause a fairly substantial increase in students especially in the elementary and middle schools. Mr. Braunhardt stated that after looking at the December 21<sup>st</sup>, 2015 proffers that were submitted by the developer his first question is what happen to the July and October proffers. As he understands the project Town Council either has to except of reject a proffer before they can go to a new proffer. Mr. Braunhardt went over the changes from the October 20<sup>th</sup> cash proffers. A lot of the changes were made for clarity reasons. He stated that one of the biggest changes was where the project went from five track home models to 7 track home models. There are other documents that say six models so they have bounced all around. The developer talked to the Board of Historic and Architectural Review (BHAR) about a larger number with twenty-four different elevations. Three of the seven models will not have garages in the front elevation. The developer did add a block plan diagram to it and they deleted one of the sentences that he thought was quite dangerous. That was that the façade reversal, color and material change shall be treated as a different elevation. This was taken away and on the surface that would look to be a significant change that would be welcomed by all of us; however it appears the developer eliminated a contiguous sentence allowing him to skirt the historic district ordinances what he has actually done is added a subdivision map which breaks up the subdivision into blocks. Mr. Braunhardt expressed his concern on duplication of houses per block. Mr. Braunhardt also mentioned that paragraph 6K says all landscaping located on an individual lot shall be maintained by the homeowner. He also mentioned that 6L says all utility connections will not be seen from the street right-of-way and 6Q states that all visible fencing shall be vinyl, anodized aluminum, or painted wood picket. Mr. Braunhardt stated that the way he views the changes to the proffers is administratively. No increase was made to the cash proffers as previously petitioned by the residents and county experts. The cash proffers that were present in July 2015 and October 2015 are identical in cash proffer amounts. The TischlerBise study pointed out that the maximum allowable cash proffers by land use in Isle of Wight for a single family home is \$14,460.00. He stated that he is not saying the builder should pay this much because it is a pretty high amount; however when you do the math \$2,496.13 comes out to just seventeen percent of the maximum. It is barely over 1/6 of what the cash study proffer based on an industry recognized standard should be. We are not even close. As several people have testified to the town that the numbers should be around \$7,500 to \$9,000. Mr. Braunhardt stated seeing that the developer was not willing to increase the proffers was a concern to him. He also stated that there was some discussion in regards to given the developer credit in regards to the restoration of the Pierceville home. When you amortize \$100,000.00 over 151 homes it came out to \$4,600.00. Mr. Braunhardt stated that the point he wants to leave with Town

Council is the town should not be considering giving credit for the Pierceville house. This credit does not do anything for fixing schools, paying for fire, EMT or police. It would not help with road infrastructure or water and sewer infrastructure either. It is a credit that the developer gets that gives the taxpayers no value. This is not something that the tax payers should be made to pay. The petitioners repeated statements in regards to cash proffers is woefully short in regards to schools. Mr. Braunhardt stated that this property is not just a piece of dirt. It is historic land and needs to be treated differently. The town needs to take a lot of time and effort on thinking through how we want to use the land. He stated that he hopes the Preserve Smithfield group will be able to come up with some solution for this property. Dr. Cook asked Mr. Braunhardt how his meeting went with the owner of the property. Mr. Braunhardt stated that one of the residents had spoken to Nancy Lynn Delk and she had said they would be happy to consider it but wanted us to talk to the lawyer. Mr. Braunhardt stated that he called Mr. Jones and explained to him what we wanted to do. Mr. Jones asked for Mr. Braunhardt to give him some time and he would get back with him on Thursday. On Thursday afternoon Mr. Jones called back and stated that they declined their request. Mr. Braunhardt stated that he was very disappointed and would seek other methods to do what they are trying to do. Dr. Cook stated for clarification purposes the landowner declined your request. Mr. Braunhardt stated that the landowner was okay but asked us to talk to the lawyer. The lawyer declined our request. Dr. Cook stated that Nancy Lynn Delk is not the landowner. Mr. Braunhardt stated that she is executor of the estate. The lawyer declined and stated that unless it was accompanied by a certified offer to purchase they would not be allowed to inspect the land. What the residents want to do is get an expert in there to look at what it is going to take to restore the building and another expert to look at whether it is worth restoring from a historic point of view. They also wanted the Department of Historic Resources (DHR) to come in and update the 1937 survey. He stated that they were declined so they will have to approach it differently.

Next under public comment was Ms. Betty Clark. Ms. Clark asked if anyone from Town Council had attended the Antique Show the weekend of December 5<sup>th</sup> and 6<sup>th</sup>. She explained that they had dealers from Maryland to Florida. She stated that Town Council will get a chance next year as they are asking for a three day show next year. The feedback from this year's show has been very positive and she encouraged Town Council to come to next year's event. Ms. Clark stated that she had one question in regards to the proffers for the Pierceville project. She asked how the town makes up the difference if the developer only pays \$2,500.00 in cash proffers. Mr. Pack stated that the town does not kick in the difference. Ms. Clark asked where will the money come from that will be needed for improved infrastructure. Dr. Cook stated that it would come from the county budget. Ms. Clarke stated that in other words we are going to get taxed more. She expressed concern that she did not want to pay the extra tax for the developer to put money in his pocket. **Ms. Clark also stated** that the developer mentioned at the work session that he had found the cemetery at Pierceville. She explained that from what she understands he has only found one grave, which is not a cemetery. Either the developer or the town needs to do the ground penetrating radar over the entire property to find out

exactly where the cemetery is. Ms. Clark also mentioned that at BHAR it was asked if anyone had been on the property that knew what they were looking at. She stated that she can answer that question, yes. A gentleman by the name of Gary Ramsburg who has helped with the Bed and Breakfast since 2008 has been there to look at the buildings. Ms. Clark stated that she has his resume' and pointed out some of the things that he has done. He has worked on the Mansion on Main, St. Paul's Catholic Church in Portsmouth, Free Mason Street Baptist Church in Norfolk, the Inn in Colonial Williamsburg, Carter Grove in Williamsburg, the Powder Magazine in Colonial Williamsburg, and numerous projects for the Colonial Williamsburg Foundation, etc. This is just a few of the places that he has worked on. Mr. Ramsburg was doing some work at the Mansion on Main when she asked him about the Pierceville property. While he was in town they went and looked at the structures on the Pierceville property. To restore the house it will take a good sum of money but it is doable. Ms. Clark stated that she is in favor of restoring the structures to their original condition. Mr. Ramsburg is a historic restoration consultant and a copy of his resume was given to the Town Clerk. Ms. Clark asked Mr. Ramsburg what would be the first step to take to start restoration. He stated that the first step would be to get a structural engineer such as Rowland McPhearson to look at house and come up with a plan to stabilize and repair the structure. The second step would be to perform the structural repairs and the third step would be to stop the infiltration of moisture into the structure. Ms. Clark stated that she hopes that the residents can convince Nancy Lynn Delk and her lawyer that this is the way to go. Mrs. Tynes stated that she had asked some citizens in the community about the cemetery. It has been brought to her attention that the cemetery that they are referring to may be the cemetery next to Covenant Place Apartments on Cedar Street. At one time all of that property was a part of the Pierceville Estate. Mrs. Tynes mentioned that if this is the cemetery that does not mean that there is not another located somewhere else on the property. Ms. Clark stated that she still recommends the ground penetrating radar just to be sure.

The next public comment was Mr. Mark Gay of 110 Goose Hill Way. Mr. Gay stated that in the spirit of the season the petitioners of Pierceville have been making a list and checking it twice. As Colonel Arinello discussed with a couple of you over the last several weeks they have been keeping a chronology of how things have got to where they are with the Pierceville Development/Cary and Main Subdivision proposal. As a lot of newspapers are doing this time of year he thought it would be useful to summarize where we are at. Mr. Gay summarized what they feel are the key facts of what has happened over the last eighteen months. He explained that one of you here today stood in my neighbor's front yard in May of 2014 and told my neighbor all about the Pierceville subdivision. How many houses there was going to be and how much we were going to like it. Mr. Gay stated that the first fact is that Town Officials have known about the Cary & Main Subdivision proposal for more than a year and a half. The Planning Commissions initial public hearing for change to the future land use occurred in February 2015. Shortly after that public hearing the Smithfield Times printed details on the conceptual plan. Mr. Gay also stated that a member of the Planning Commission

announced at the March meeting that he had driven his truck out to the farm with the developer's concept plan in his hand. He looked at it and determined to himself that Hearndon's plan did not work for that property and it would not work for that property twenty to twenty-five years from now. Mr. Gay stated that he recalls Mr. Pack being at the meeting. He stated that after the Planning Commission member spoke he was rebuked by the Town Attorney for saying that. Mr. Gay stated that the Planning Commission voted to deny change to the Comprehensive Plan, and voted to deny the conditional rezoning. Had the proper article of the Subdivision Ordinance been applied that vote would have been final subject to formal appeal by the developer. He stated that it is also fact as you have heard here this evening that the developer's proffers remain at least \$6,500 short of the County's estimated requirements. The developer has stated firmly that he is not going to budge. Mr. Gay stated that the developer cannot legally count his very low proffer for the Pierceville home restoration as an offset. Another fact by Mr. Gay is the Board of Historic and Architectural Review did not adjudge the developer's architectural plan as compliant with the town's ordinance. Current drawings as re-proffered yesterday should in no way be considered BHAR approved. Mr. Gay reported as fact that no lesser personage than Mr. Luter himself has opined recently that a development such as that proposed by Hearndon will destroy the Smithfield Historical District as we know it. Also a fact, the weekend edition of December 12-13 Wall Street Journal carries a front section article entitled "Close-Together houses Spur Lots of Gripes". The author cites the same challenges as apartment living, lack of space and privacy; dealing with stir crazy children; overhearing backyard conversations; and getting unwanted views into neighbors' windows just a few feet away. Those day to day frustrations are not eased by communal parks and trails throughout the projects. Nor are they presumably with small holding ponds Hearndon proposes as an off-set for not having to proffer a new pump station as stated at the August meeting. Mr. Gay stated that as a property owner, that remains in the flood zone after every Nor' Eastern, the eight inch water line from the James Street pump station will not work for that subdivision. Mr. Gay stated that he has two more facts and then he is done. More than 95% of downtown residents and business owners oppose Hearndon's proposal for Cary & Main Subdivision. Petitioners now exceed 350 well educated professionally experienced and concerned taxpaying citizens. They have a reasonable expectation that Article 1 of the Zoning Ordinance (which is the constitution) protects both their investment and quality of life in this very unique town. Mr. Gay stated that for his last fact anyone who witnessed the vibrancy of Downtown this past month knows that Historic Smithfield is not dying and does not need the "Entrophy" of having Hearndon's Subdivision dropped in its midst. Mr. Gay thanked the committee for an opportunity to speak in regards to the Cary & Main project.

The next public comment was from Ms. Terry Mulherin of 206 Washington Street here in Smithfield. Ms. Mulherin stated that she just finished reading the last year and a half of BHAR minutes. For the most part nothing is rejected at the BHAR so please take approvals with a grain of salt and ask a few more important questions. Ms. Mulherin stated that she has drove through a lot of old developed neighborhoods in Hampton,

Newport News and Portsmouth since we last met to get a feel of what they look like ten, twenty and thirty years later. They look bad if people do not keep them up and this may be what you have if 151 people move into Pierceville. Ms. Mulherin also stated that she lives on Washington Street and she can smell it when the sewer backs up on their property so that really does need to be addressed. Whatever gets built on the Pierceville property will need sewer improvements and asked for Town Council to keep that in mind. Ms. Mulherin stated that she feels that the water ponds that are built might manage the existing water runoff but it might not be substantial enough to manage the water runoff of 151 additional houses. The town already has a pool in this area when we have significant rainfall. Ms. Mulherin thanked committee for listening.

The last public comment was from Mr. John Graham of 113 Jericho Road. He stated that he speaks for only himself. In his opinion he does not wish the proposed subdivision to move forward; however he does think that Pierceville should be developed. He hopes that the town will give the indication that it should be developed. At this time he feels that it would be a mistake to go forward without proper proffers. His hope is that the town will find a development that is not so balkanized with just one price point. He stated that he is also open to density. He would like to see some townhomes and some different price points like we have in the rest of the community. The town has high end homes next to rentals all over Smithfield. Mr. Graham stated again that he would like to see the property developed with something more consistent with the rest of the town. Mr. Graham stated that he believes in the American system. If the landowner says this property is worth ten million dollars and he can get it, fine. In this situation the town has a landowner that has let a historical piece of property deteriorate and she is getting more money in this one transaction than the town paid for Windsor Castle Park with 185 acres. This deteriorated building is really on the taxpayers whether it comes through the developer for fixing it up. Mr. Graham stated that he would encourage the town if they can to legally move forward with making the repairs to the house and putting a lien on the property. Dr. Cook stated that he thinks that Mr. Grahams comment was voiced by many at their December 7<sup>th</sup> work session. Town Council is concerned with the uniformity of the houses and there was not a lot of variety like you see around the rest of the town. Dr. Cook also stated that he agrees that the cost of repairs to the Pierceville house should not be on the shoulders of taxpayers. It is the landowner's responsibility to pay for the repairs to the house. If this means the town will have to put a lien on the property which is the route we are currently going down then that's what we need to do. Committee thanked Mr. Graham for his comments.

2. Additional Item Discussed: Appoint/Reappointments to the Board of Historic and Architectural Review – Mr. Pack mentioned that he and Dr. Cook had met to discuss the one (1) appoint/reappointment to Planning Commission and the two (2) appoint/reappointment to the Board of Historic and Architectural Review. He explained that while reviewing the expiring terms on the BHAR it has been brought to his attention that there is an ordinance that states that one member shall be a licensed architect or building contractor, one member shall be a member of the Smithfield Planning

Commission member, and one shall be a citizen who has demonstrated outstanding interest and knowledge in historical or architectural development within the town. Mr. Pack stated that he understands the licensed architect or building contractor and he understands the interest and knowledge in historical or architectural development; however he does not understand the need for a Planning Commission to serve as a representative on BHAR. The Town Manager stated that from his understanding it has been that way since the inception of the Board, 35 years ago. Mr. Pack stated that it does not make sense to him and he has spoken to Ms. Hillegass who is the current member on both Planning and the BHAR. Mr. Pack stated that he is proposing, if Town Council agrees, is to remove the ordinance that states that one BHAR member shall be a Planning Commission member. The Town Manager stated that the BHAR will have a vacancy until the ordinance can be amended. Mr. Saunders stated that it is part of the Zoning Ordinance as well so it will take a couple of months because it will need to go to Planning Commission as a public hearing as well. Mr. Saunders stated that he believes that there is a provision in there that if Town Council does not reappoint a member the existing member would continue until such time they are replaced. Dr. Cook stated for clarification they will not reappoint her at this time; however she will continue to serve until her successor is appointed. Dr. Cook asked if Mr. Ealy would know why BHAR was set up that way. Mr. Saunders stated that it is much like having a representative of Town Council serving on the Planning Commission. The representative acts as the liaison between the two boards. The Town Manager stated that he recommends bringing it up as new business and the Town Attorney can direct us on what needs to be done. Mr. Pack stated that Mr. Torrey is present and has agreed to come on board as the boards building contractor and Mr. Parrish is also an architect as well so the town meets all the requirements. Mr. Torrey submitted a really nice resume on all the things that he has done and we look forward to him serving on the BHAR.

Meeting adjourned at 5:47 p.m.

**SMITHFIELD POLICE DEPARTMENT  
MANAGER'S REPORT  
December 2015**

**Committees and Projects:**

12/01 Town Council – Center – Chief Bowman  
12/02 Department Head – Chief Bowman, Deputy Chief Howell  
12/08 TRIAD – Smfd Station – Chief Bowman, Kurt Beach  
12/10 InfraGard mtg – Norfolk – Kurt Beach  
12/15 Swearing-In of Isle of Wight Officials – IOW Courthouse – Chief Bowman,  
Deputy Chief Howell  
12/16 Department Head – Chief Bowman, Deputy Chief Howell  
12/17 HRCJTA Board mtg – NN – Deputy Chief Howell  
12/18 Isle of Wight Bar Association – Smfd Station – Chief Bowman  
12/21 Police Committee – Center – Chief Bowman, Deputy Chief Howell

**Training**

12/07 Radiation Detection for Boat – Norfolk – Officer Bancroft (3 hrs.)  
12/07 - 09 Advanced Defensive Tactics Instructor School – Norfolk – Sgt. Araojo, Sgt.  
Brady (21 hrs.)  
12/09 Radiation Detection for Boat – Norfolk – Officer Phillips, Officer Powell (3 hrs.)  
12/16 Civil Rights Training – NN – Deputy Chief Howell (5 hrs.)

**In-House Training**

12/03 VCIN recert – PD – Chief Bowman (4 hrs.)  
12/14 – 16 Tactical Training – PD – Officer Johnson, Officer Wooley (24 hrs.)  
12/30 Radar Recert – PD – Chief Bowman, Deputy Chief Howell (4 hrs.)

**Motorcycle Utilization**

12/04 Poquoson Christmas parade – Sgt. Jones  
12/05 Carrsville Christmas parade – Sgt. Jones  
12/05 Windsor Christmas parade – Sgt. Jones  
12/12 Smithfield Christmas parade – Sgt. Jones, Officer Phillips

**Bicycle Utilization**

12/11 Christmas Market – Officer Fordham  
12/12 Smithfield Christmas parade – Officer Johnson, Officer Fordham

**Community Relations**

11/23 School Zone – Westside Elementary – Sgt Araojo, Officer Powell, Officer  
Johnson, Officer Wooley, Officer Cook, Officer Wright, Officer Seamster,  
Officer Fordham, Officer R. Howell  
11/23 Talking to kids at bus stop – Ledford Lane/Smithfield Blvd. – Officer Bancroft  
12/04 Security – Smfd Skate – Officer Powell

12/05 Security Assessment – Trinity UMC – Officer Seamster  
12/05 Candle light tour – Smfd – Office R. Howell  
12/07 Security Assessment – Smithfield Library – Kurt Beach  
12/09 Passing out stickers, talking with kids – Jersey Park/Woods Edge Apts. – Officer Johnson  
12/09 Ride Along – Roger Snodgrass – Officer R. Howell  
12/11 Security - Smfd Skate – Sgt. Araojo  
12/11 Christmas Evening Market – Town – Deputy Chief Howell, Sgt. Jones, Officer Johnson, Officer Seamster, Officer Wright  
12/12 Ride Along – Clayton Ives – Christmas parade – Chief Bowman  
12/12 Smithfield Christmas parade – Town – PD  
12/17 Safety Security Assessment – Smithfield Baptist Church – Officer Seamster  
12/18 Security – Smfd Skate– Officer Adams  
12/19 Rushmere Christmas Parade – Officer Wooley  
12/19 Food handout – Christian Outreach building – Officer Adams

### **Investigations:**

**Case#:** 2015-01003  
**Location:** 987 John Rolfe Dr  
**Offense:** Assault on Law Enforcement Officer  
**Disposition:** Cleared by Arrest

On 12/12/15 officers responded to Morris Creek Apts for a disturbance call. The caller stated that a white female was walking around the building screaming and banging on windows. When officers arrived on scene they did not see the female. The caller stated that when the officers arrived on scene he heard a crash and then the female was gone. As officers were walking around the building they heard yelling coming from one of the apartments. The door and frame had damage to it consistent with a break-in. The female in the apartment matched the description given by the caller and did not live in that apartment. The female tried to leave and when the officers wouldn't let her, she punched one of them in their chest. She was arrested for Assault on a Law Enforcement Officer. The resident of the apartment stated she had permission to be in the home.

**Case#:** 2015-01012  
**Location:** 6 Poplar Ct.  
**Offense:** Possess Cocaine and other Elicit Drugs  
**Disposition:** Warrants Obtained

On 12/15/15 Dispatch received a call for an overdose. The caller stated that he had taken cocaine and mushrooms and had overdosed on them. Officers arrived on scene and he again stated that he overdosed on cocaine and mushrooms. A search warrant was obtained for the residence. Investigators found cocaine, ecstasy, mushrooms, and crushed up pills. The suspect was transported to the hospital. Warrants were obtained for his arrest.

Smithfield Center - December 2015  
Monthly Report

Booking Date	Building Code	Room Code	Group	Event Name	Group City	How did you hear about us	Pricing Plan	Discount Percent	Venue	Town Services
12/1/2015	Center	A&B	Town of Smithfield	Town Council	Smithfield	Town Event	h.) Town	100.00%		
12/1/2015	Center	C&D	Windsor Castle Foundation Board	WCFB Meeting		Town Event	h.) Town	100.00%		
12/2/2015	Center	C&D	Town of Smithfield	Staff Meeting	Smithfield	Town Event	h.) Town	100.00%		
12/3/2015	Center	MHSu	Historic Smithfield	Antique Show Set	Smithfield	Word of Mouth	Resident-Saturday	50.00%		
12/4/2015	Center	MHSu	Historic Smithfield	Antique Show Vendor Move-In	Smithfield	Word of Mouth	Resident-Saturday	20.00%		
12/4/2015	Town Sites	OTS	Smithfield Skate	Smithfield Skate -Officer Requet	Smithfield	Returning Client	D.) Resident -Weekday	0.00%		\$180.00
12/5/2015	Center	MHSu	Historic Smithfield	Antique Show	Smithfield	Word of Mouth	Resident-Saturday	20.00%	\$2,820.00	
12/5/2015	Town Sites	OTS	Historic Smithfield	Candelight Tour -Officer Request	Smithfield	Word of Mouth	Resident-Saturday	0.00%		\$180.00
12/7/2015	Center	C&D	Town of Smithfield	Council Work Session	Smithfield	Town Event	h.) Town	100.00%		
12/7/2015	Center	MH	Kiwanis Club of Smithfield	Kiwanis Toy Store	Smithfield	Returning Client	g.) Sponsored	100.00%		
12/11/2015	Center	MHSu	Kiwanis Club of Smithfield	Santa Breakfast Set-UP	Smithfield	Returning Client	g.) Sponsored	100.00%		
12/11/2015	Center	MHSu	Smithfield Women's Club	Tree Lighting Ceremony	Smithfield	Returning Client	g.) Sponsored	100.00%		
12/11/2015	Town Sites	Main Street	Tourism Isle of Wight - Smithfield	Christmas Farmers Market	Smithfield	Town Event	Resident -Weekday	0.00%		\$2,025.00
12/12/2015	Center	MHSu	Kiwanis Club of Smithfield	Santa Breakfast	Smithfield	Returning Client	g.) Sponsored	100.00%		
12/15/2015	Center	A&B	Town of Smithfield	BHA&R	Smithfield	Town Event	h.) Town	100.00%		
12/15/2015	Center	C&D	Town of Smithfield	Schoolhouse Committee	Smithfield	Town Event	h.) Town	100.00%		
12/15/2015	Center	MH	Isle of Wight County	County Employee Holiday Luncheon	Isle of Wight	Returning Client	Half Off (50% off)	50.00%	\$200.00	
12/16/2015	Center	MHSu	Isle of Wight Commission on Aging	Senior Christmas Party	Carrollton	Returning Client	g.) Sponsored	0.00%	\$50.00	
12/17/2015	Center	MHSu	Smithfield Times	Military Band Concert	Smithfield	Returning Client	g.) Sponsored	100.00%		
12/18/2015	Center	C&D	Smithfield Foods Executive Office a	Smithfield Tax Class	Smithfield	Returning Client	D.) Resident -Weekday	0.00%	\$228.62	
12/21/2015	Center	C&D	Town of Smithfield	Committee Meetings	Smithfield	Town Event	h.) Town	100.00%		
12/22/2015	Center	C&D	Town of Smithfield	PD Annual Meeting	Smithfield	Town Event	h.) Town	100.00%		
12/22/2015	Center	MH	Town of Smithfield	Town Christmas Lunch	Smithfield	Town Event	h.) Town	100.00%		
12/23/2015	Center	MHSu	Coppage-Littlefield Wedding & Reception	Coppage-Littlefield Wedding & Reception	Hampton	Web-Center Website	D.) Resident -Weekday	0.00%	\$600.00	
12/30/2015	Center	MH	Williams and Bergery Rehearsal	Williams and Bergery Rehearsal Dinner	Chesapeake	Word of Mouth	C.) Standard-Weekday	0.00%	\$537.80	
12/31/2015	Center	MHSu	Rushmere Community Development Corporation	Rushmere CDC Fundraiser	Smithfield	Returning Client	B.) Resident-Fri, Sat, Sun	0.00%	\$1,550.00	

Deposit Totals for December 2015  
Smithfield Center Deposits \$8,130.23  
Town Services Deposits \$765.00

\$5,986.42    \$2,385.00

December 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		Town Council A&B 20 WCFB Meeting C&D 10	Staff Meeting C&D 12	Amy in at 10 AM	Courtney Off	Lisa Off Antique Show MHSu 500
6	7	8	9	10	11	12
Antique Show MHSu 500	Lisa Off Set Christmas Tree Council Work Session C&D 10 Kiwanis Toy Store MH 1	Kiwanis Toy Store MH 1			Santa Breakfast Set-UP MHSu 25 Tree Lighting Ceremony MHSu 300	Santa Breakfast MHSu 350
13	14	15	16	17	18	19
		BHA&R A&B 20 County Employee Holiday Luncheon MH 200 Schoolhouse Committee C&D 10	Senior Christmas Party MHSu 350 Smithfield Cares Toy Pick-up Kitchen 10	Military Band Concert MHSu 200	Smithfield Tax Class C&D 15	Courtney Off
20	21	22	23	24	25	26
Courtney Off	Courtney Off Lisa Off Committee Meetings C&D 20	Courtney Off Committee Meetings C&D 20 PD Annual Meeting C&D 25 Town Christmas Lunch MH 60	Courtney Off Coppage-Littlefield Wedding & Reception MHSu 65	Christmas Eve-Closed Courtney Off	Christmas-Closed Courtney Off	Courtney Off
27	28	29	30	31		
Sat Rate	Amy Off	Amy Off Kitchen Deep Cleaning	Amy Off Williams and Bergey Rehearsal Dinner MH 65	New Year's Eve-Sat Rate Amy Off Rushmere CDC Fundraiser MHSu 350		

## **Smithfield/Isle of Wight Tourism Activity Report –DECEMBER 2015**

- Director attended BOS meeting 12/17/15.
- Director attended Smithfield Town Council Meeting 12/1/15.
- CVTA (Coastal Virginia Tourism Alliance) meeting 12/2/15.
- Saint Luke's Board Development Committee meeting 12/2/15 and 12/7/15.
- VOICES staff meeting 12/3/15 12/7/15 and 12/10/15.
- County Agenda Review meeting 12/3/15 and 12/28/15.
- Attended County Tree Lighting event 12/3/15.
- Held "live" HAM CAM tourism minute on the web 12/3,10,17/15. Museum will be broadcasting a Museum Minute on every Tuesday at 12:05 p.m. and Tourism will be broadcasting a Tourism Minute on every Thursday at 12:05 p.m. to highlight something special going on! Farmer's Market Specialty Food and Craft markets held 12/5 and 12/19.
- Christmas in Smithfield Antique Show and Homes Tour held the first weekend in December. 12/5-6/15. Final Committee meeting 12/3/15. Very successful event!
- County Wellness Class on Self Defense 12/7/15.
- Attended Cary & Main work session at Town Council 12/7/15.
- Director is facilitating the Chamber Student Leadership Institute again this year. Class held 12/8/15 at CNU Leadership Institute. Class is held monthly and is for High School Juniors who were selected to be a part of the leadership program. November program focused on & Habits for Highly Effective Teen Leaders.
- Met with new Civil War Trails Director, Drew Gruber 12/9/15.
- Set up for Smithfield Farmer's Market Evening Holiday Market 12/10-11/15. Market held 12/11. VERY successful market! Over 20,000 in attendance! Debrief held 12/17/15. Many changes in works for next year's event.
- Smithfield Christmas Parade 12/12/15. Very successful parade. Debrief held on 12/17/15. Many changes in works for next year's event.

- Attended Historic Courthouse of 1750 Donors Reception 12/13/15.
- County Holiday Party 12/15/15. Decorated in the morning.
- VACVB Conference Call for Task Committee held 12/15/15.
- New BOS Orientation Presentation held 12/16/15.
- Accident Report Training for Supervisors 12/16/15.
- Tourism Monthly Staff meeting 12/17/15.
- County Leadership Team Retreat 12/18/15.
- Council Committees 12/21 and 12/22/15.
- St. Luke's Marketing Committee meeting 12/22/15.
- Town Christmas Lunch 12/22/15.
- Christmas Holiday 12/24-25/15.
- Smithfield Staff Meeting 12/1/15 and 12/16/15.
- Tourism Facebook postings and tweets throughout month.
- Update website events and *Where the Locals Go* event promotion newsletter weekly. This e-newsletter combines tourist events and the Farmer's Market information.
- Weekly individual meetings with staff to address concerns and review projects.

Upcoming Events: See [www.VisitSmithfieldVa.com](http://www.VisitSmithfieldVa.com) for more details!



*Town of Smithfield*  
*Isle of Wight County Museum*

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**December 2015 Report**

**J.L. England, Museum Director**

## Notable/Thank You

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- Volunteer hours: 64
- We decorated our Macy's-style window on Main Street to reflect a winter theme. Our mascot pig can be seen reading some holiday classics while sipping hot cocoa and planning his ski vacation.



- A huge thank-you to the Woman's Club of Smithfield for our holiday door wreaths. Three wreaths were delivered on Dec. 2 and placed on the museum's outside doors.



- Because of our recent squirrel woes, Isle of Wight County Public Works summoned Cornwell Wildlife Control. They paid a visit to the museum on Dec. 8 and determined the location of our fuzzy friends' entry. The spot was sealed (after waiting for several days to determine that none of their traps received notification of activity.) We hope to remain squirrel-free in 2016.
- Our huge news this month was 3D scanning. On Dec. 10, Dr. Bernard Means, director of the Virtual Curation Laboratory at Virginia Commonwealth University, scanned the world's oldest ham, the world's oldest peanut and a few other items in our collection. VCU's article on the event went viral in academia circles. A few other sources highlighted the event as well including *Forbes Magazine* and *The Virginian-Pilot*. We are happy to have these scans in our collection. In January, Dr. Means will again visit the museum for more scanning and further work. Visit this link to see the peanut in 3D:

<https://sketchfab.com/models/de239f9c50ae4cd2a29361d3db0dd3bc>



- The museum stayed open late for the Christmas Market on Dec. 11.
- The town hosted a holiday luncheon for all staff members on Dec. 22. Three of our volunteers were able join us.
- The museum was closed on December 24 and 25.
- Where is Magnolia? Like the other seven porcine statues positioned about town, Magnolia proudly stood her ground in front of the museum. Well, she used to stand her ground. Someone destroyed her in mid-December by ripping off her ears. Understandably, staff and visitors are quite unhappy with this turn of events. Smithfield 2020 is meeting in January to discuss what might become of her.



- Marketing updates and our websites were updated and completed in December to reflect our 2016 calendar of events. Visit our main webpage at <http://www.historicisleofwight.com/events.html>.
- The roofing project continues. Isle of Wight County's General Services department is coordinating the museum's roof replacement project with Hentz Engineering of Virginia Beach and DeShazo Roofing of Ashland.

## Museum Stats and Updates

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- Visitation: 639
- Special Events
  - Dec. 4. **An Evening with St. Nick.** Visit the jolly ol' elf and enjoy a reading of Clement Clarke Moore's *'Twas the Night Before Christmas* - plus holiday refreshments, crafts and activities. Perfect for families! 45 guests.
  - Dec. 4. **St. Nick Performs "Twas the Night Before Christmas."** Event was hosted live on the Ham Cam at 7:45 p.m. The session was recorded and was posted on our Facebook page on Christmas Eve. Viewings of this post were 3.7K, and total reach was over 10,000.
  - Dec. 17. **Tell Me a Story.** 10 a.m. This program, geared for children ages 3 to 5, introduces youngsters to the symbols of Isle of Wight and features books, songs and games. Theme: Gingerbread. 71 students.
  - Dec. 19. **Curatorial Lecture.** Join us as we discuss our recent 3D scanning event at the museum. 15 attendees.
- Groups/tours
  - Dec. 13. Girl Scout Troop 357, Suffolk. 15 guests.
  - Dec. 15. Emerson Place, Portsmouth. 10 guests.
- Gift Shop. We printed Rob Friar's "The Militia Are Coming in From All Quarters." This booklet is now available for \$12.95.



- Exhibit Update
  - Exterior banners and awnings. This project is ready to proceed; however, we must wait for the roofing project's completion before installation of the awnings. We are proceeding with the banners and signage. Look for them, hopefully, in January.

## Windsor Castle

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- No updates

## Financials

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- |                                    |                   |
|------------------------------------|-------------------|
| • Gift Shop Sales (including tax): | \$1,049.99        |
| • Donations:                       | \$1,066.00        |
| • Program/Lecture Fees:            | \$75.00           |
| <b>Total Monthly Deposit:</b>      | <b>\$2,130.99</b> |

## Social Media/Online Presence

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- Our website requires a re-launch. Until that happens, our information may be found at [www.historicisleofwight.com](http://www.historicisleofwight.com).
- **LIVE at 12:05.** Each Tuesday, we host Periscope/Meekrat-like broadcasts on our Ham Cam. Our segments highlight events at the museum, announcements or artifacts from our collection. Tune in each Tuesday at 12:05 p.m. to see what we're doing. <https://video.nest.com/live/fvrxx4>. This month we highlighted St. Nick's visit to the museum, the history of Christmas cards, spices, the 3D scanning of the museum's artifacts and Pepsi's use of Santa as a marketing tool. Additionally, we participated in Tourism's Retail Therapy giveaway contest on Dec. 17 and starred in their broadcast.

**Also, if you missed our broadcasts, they are available for viewing on our Facebook page.**



- **Facebook:** Isle of Wight County Museum & Historic Sites: 1,326 likes. Daily posts.
- **HamCam:** 17 Tweets, 285 Facebook Likes, 3 Google+ shares.
- **Foursquare/Swarm.** We monitor Foursquare for visitor check-ins. 7.2/10 rating.
- **TripAdvisor Review.** Dec. 20 by Nancy W. *"Worth the stop." Takes about 30 minutes. Interesting collection including the world's oldest peanut and ham. Simple explanation of the Smithfield ham process.*

## Media Coverage/Promotion/Advertising/Lobbying

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- Various pieces in area publications about our walking tours and special events

- Dec. 10. WTKR. Article and mention on 5 p.m. news - <http://wtkr.com/2015/12/10/worlds-oldest-ham-and-peanut-receive-3d-scans-at-isle-of-wight-county-museum/>
- Dec. 11. Virginia Commonwealth University. VCU professor 3-D scans world's oldest ham, peanut - [https://news.vcu.edu/article/VCU\\_professor\\_3D\\_scans\\_worlds\\_oldest\\_ham\\_peanut](https://news.vcu.edu/article/VCU_professor_3D_scans_worlds_oldest_ham_peanut)
- Dec. 14. World's oldest peanut 3D scanning. Multiple locations including:
  - Archaeology.org: <http://www.archaeology.org/news/4004-151214-virginia-ham-peanut;>
  - Phys.org: <http://phys.org/news/2015-12-professor-d-scans-world-oldest.html>
  - Laboratoryequipment.com: <http://www.laboratoryequipment.com/news/2015/12/researcher-3-d-scans-worlds-oldest-ham-peanut>
  - Ecnmag.com: <http://www.ecnmag.com/news/2015/12/professor-3-d-scans-worlds-oldest-ham-and-peanut>
  - Upi.com: [http://www.upi.com/Science\\_News/2015/12/14/Scientist-scan-worlds-oldest-ham-peanut/3531450121403/](http://www.upi.com/Science_News/2015/12/14/Scientist-scan-worlds-oldest-ham-peanut/3531450121403/)
- Dec. 15. *3DPrint.com*. <http://3dprint.com/111222/worlds-oldest-ham-and-peanut/>
- Dec. 15. *Forbes.com*. <http://www.forbes.com/sites/kristinakilgroe/2015/12/15/archaeologist-3d-scans-worlds-oldest-preserved-ham-and-peanut/>
- Dec. 15. *Techtimes.com*. <http://www.techtimes.com/articles/116480/20151215/adventurous-professor-3d-scans-world-oldest-ham-peanut.htm>
- Dec. 21. *Virginian-Pilot*. Article and posting in AM newsbriefing email - Isle of Wight Museum relics go high-tech: [http://www.pilotonline.com/news/local/science/isle-of-wight-museum-relics-go-high-tech/article\\_84782788-ba6f-5bce-b8c1-f5c0d10a5d23.html](http://www.pilotonline.com/news/local/science/isle-of-wight-museum-relics-go-high-tech/article_84782788-ba6f-5bce-b8c1-f5c0d10a5d23.html)
- Dec. 23. *Smithfield Times*. Cutline regarding 3D scanning.
- Dec. 28. Richmond Times Dispatch. Article: VCU anthropology professor created 3-D copies of hams - and other artifacts: [http://www.richmond.com/article\\_30b10fc3-02db-5357-bb13-46d66901b43a.html](http://www.richmond.com/article_30b10fc3-02db-5357-bb13-46d66901b43a.html)

## Outreach Lectures

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- Dec. 3. Daughters of the American Revolution, Great Bridge Chapter, Norfolk. 40 attendees.
- Dec. 9. Daughters of the American Revolution, Newport News-Warwick Chapter, Newport News. 20 attendees.

## Boykin's Tavern

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- No updates

## Meetings

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- Town staff meetings on Dec. 2 and 16.

## Trainings/Safety

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- Dec. 16. Town fleet policy meeting.

## From Our Website and Social Media

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

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Former Town Employee Meghan Bokelman and her daughter visited St. Nick on Dec. 4.



Star Wars fever is everywhere. Of course P.D. Gwaltney Jr. and the world's oldest ham had their advance tickets. [#theforceawakens](#)



On Dec. 19, Curator Tracey Neikirk discussed 3D technology and its use in museums.



At 7 p.m. on Christmas Eve, we posted St. Nick's reading of "Twas the Night Before Christmas" on our Facebook page. If you've not done it yet, snuggle into your jammies and listen to this classic poem read by the jolly ol' elf himself.

## ZONING PERMITS NOVEMBER 2015

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
6550	SIGN PERMIT	GRAFIK TRENZ	1012 SOUTH CHURCH ST.	CHAPMAN
6551	RENOVATE INTERIOR	SOUTH CHURCH ST.	1802A SOUTH CHURCH ST.	TOWN OF SMITHFIELD ALPHA CORPORATION
6552	PRIVACY FENCE	WATERFORD OAKS	308 CANTEBERRY LANE	BOONE
6553	SINGLE FAMILY DWELLING ATTACHED	CHURCH SQUARE	112 ST. JAMES AVE.	ATLANTIC HOMES CHURCH SQUARE LLC
6554	SINGLE FAMILY DWELLING ATTACHED	CHURCH SQUARE	114 ST. JAMES AVE.	ATLANTIC HOMES CHURCH SQUARE LLC
6555	SIGN PERMIT	BEST CLEANERS	13470 BENNS CHURCH BLVD.	PICKRELL CARDINAL SIGN CORP.
6556	SIGN PERMIT	RIVERSIDE HEALTHLY LIVING COMMUNITY	101 JOHN ROLFE DRIVE	RIVERSIDE HEALTH SYSTEM SIGN MEDIA, INC.
6557	SINGLE FAMILY DWELLING DETACHED GARAGE	CYPRESS CREEK	1026 CYPRESS CREEK PKWY.	SASSER CONSTRUCTION

## ZONING PERMITS DECEMBER 2015

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
6558	ROOFED PORCH	RED POINT HEIGHTS	506 JORDAN AVENUE	CASTEEN
6559	SINGLE FAMILY DWELLING	JERSEY PARK	310 WEST STREET	ANCHOR CONSTRUCTION INC. MT. SINAI
6560	SHED	LAKESIDE HEIGHTS	210 SPRING DRIVE	HOLLOWAY LIVERMON
6561	SINGLE FAMILY DWELLING TOWNHOUSE	SMITHFIELD MANOR	138 MONTEPELLIER WAY	DOMINION BUILDING CORP. SMITHFIELD COMMONS LLC
6562	SINGLE FAMILY DWELLING TOWNHOUSE	SMITHFIELD MANOR	140 MONTEPELLIER WAY	DOMINION BUILDING CORP. SMITHFIELD COMMONS LLC
6563	SINGLE FAMILY DWELLING TOWNHOUSE	SMITHFIELD MANOR	142 MONTEPELLIER WAY	DOMINION BUILDING CORP. SMITHFIELD COMMONS LLC
6564	SINGLE FAMILY DWELLING TOWNHOUSE	SMITHFIELD MANOR	144 MONTEPELLIER WAY	DOMINION BUILDING CORP. SMITHFIELD COMMONS LLC
6565	FENCE	WELLINGTON ESTATES	104 WELLINGTON CIRCLE	ADVANTAGE FENCE PACE

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
<b>Revenue</b>				
<b>General Fund revenues</b>				
<b><u>Real Estate Tax</u></b>				
Current RE Tax	1,675,000.00	766,843.72	908,156.28	45.78%
Delinquent RE Tax	32,275.00	15,930.67	16,344.33	49.36%
Current RE Penalty	4,000.00	-	4,000.00	0.00%
Delinquent RE Penalty	3,800.00	1,767.95	2,032.05	46.53%
Current RE Interest	745.00	-	745.00	0.00%
Delinquent RE Interest	8,885.00	2,287.16	6,597.84	25.74%
<b>Total Real Estate Taxes</b>	<b>1,724,705.00</b>	<b>786,829.50</b>	<b>937,875.50</b>	<b>45.62%</b>
<b><u>Personal Property Tax</u></b>				
Current PP Tax	861,900.00	414,089.87	447,810.13	48.04%
Delinquent PP Tax	28,000.00	2,724.62	25,275.38	9.73%
Current PP Penalty	13,000.00	-	13,000.00	0.00%
Delinquent PP Penalty	5,800.00	1,882.73	3,917.27	32.46%
Current PP Interest	1,200.00	-	1,200.00	0.00%
Delinquent PP Interest	4,600.00	1,049.24	3,550.76	22.81%
<b>Total Personal Property Tax</b>	<b>914,500.00</b>	<b>419,746.46</b>	<b>494,753.54</b>	<b>45.90%</b>
<b><u>Miscellaneous Receipts Over/Short</u></b>	<b>15.00</b>	<b>(4.86)</b>	<b>19.86</b>	<b>-32.40%</b>
<b>Total Over/Short</b>	<b>15.00</b>	<b>(4.86)</b>	<b>19.86</b>	<b>-32.40%</b>
<b><u>Other Taxes</u></b>				
Franchise Tax	149,000.00	-	149,000.00	0.00%
Cigarette Tax	130,000.00	71,177.84	58,822.16	54.75%
Transient Occupancy Tax	170,000.00	47,497.56	122,502.44	27.94%
Meals Tax-4%	915,000.00	306,489.78	608,510.22	33.50%
Meals Tax-2%	457,500.00	153,244.89	304,255.11	33.50%
Communications Tax	237,000.00	57,267.39	179,732.61	24.16%
Rolling Stock	23.00	17.68	5.32	76.87%
Rental Tax	3,230.00	1,961.21	1,268.79	60.72%
Sales Tax	300,000.00	79,657.15	220,342.85	26.55%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Consumption Tax	46,000.00	17,365.67	28,634.33	37.75%
Utility Tax	193,600.00	69,669.01	123,930.99	35.99%
<b>Total Other Local Taxes</b>	<b>2,601,353.00</b>	<b>804,348.18</b>	<b>1,797,004.82</b>	<b>30.92%</b>
<b><u>Licenses, Permits &amp; Privilege Fees</u></b>				
Business Licenses	340,000.00	19,690.98	320,309.02	5.79%
Business Licenses Penalty	4,650.00	482.69	4,167.31	10.38%
Business Licenses Interest	250.00	155.44	94.56	62.18%
Permits & Other Licenses	12,000.00	7,374.90	4,625.10	61.46%
Inspection Fees-Subdivision	5,000.00	1,200.00	3,800.00	24.00%
WC Dog Park Registration	2,400.00	567.00	1,833.00	23.63%
Consultant Review Fees	5,500.00	750.00	4,750.00	13.64%
Vehicle License Tags	-	-	-	0.00%
Vehicle License	146,200.00	49,859.98	96,340.02	34.10%
<b>Total Licenses, permits and privilege fees</b>	<b>516,000.00</b>	<b>80,080.99</b>	<b>435,919.01</b>	<b>15.52%</b>
<b><u>Fines &amp; Costs</u></b>				
Public Defender Fee		-	-	0.00%
<b>Fines &amp; Costs</b>	<b>70,000.00</b>	<b>15,850.62</b>	<b>54,149.38</b>	<b>22.64%</b>
<b>Total Fines &amp; Forfeitures</b>	<b>70,000.00</b>	<b>15,850.62</b>	<b>54,149.38</b>	<b>22.64%</b>
<b><u>From Use of Money and Property</u></b>				
General Fund Interest	8,000.00	2,859.28	5,140.72	35.74%
Beautification Fund Interest	-	13.64	(13.64)	0.00%
Rentals	19,242.00	7,570.80	11,671.20	39.35%
Smithfield Center Rentals	156,000.00	65,964.05	90,035.95	42.28%
Smithfield Center Vendor Programs	6,000.00	-	6,000.00	0.00%
Kayak Rentals	5,600.00	6,126.00	(526.00)	109.39%
Windsor Castle Programs	-	-	-	0.00%
<b>Special Events</b>	<b>14,000.00</b>	<b>45.00</b>	<b>13,955.00</b>	<b>0.32%</b>
Fingerprinting Fees	1,200.00	630.00	570.00	52.50%
Museum Gift Shop Sales	8,600.00	4,458.67	4,141.33	51.85%
Museum Programs/Lecture Fees	1,500.00	1,187.00	313.00	79.13%
Sale of Equipment	1,000.00	-	1,000.00	0.00%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Sale of Land	-	-	-	0.00%
Lease of Land	525.00	-	525.00	0.00%
<b>Total revenue from use of money and property</b>	<b>221,667.00</b>	<b>88,854.44</b>	<b>132,812.56</b>	<b>40.08%</b>
<b><u>Miscellaneous Revenue</u></b>				
Other Revenue	2,000.00	1,057.25	942.75	52.86%
Virginia Municipal Group Safety Grant	4,000.00	4,000.00	-	100.00%
<b>Total Miscellaneous Revenue</b>	<b>6,000.00</b>	<b>5,057.25</b>	<b>942.75</b>	<b>84.29%</b>
<b><u>From Reserves</u></b>				
Restricted Reserves-Police Department		-	-	0.00%
Reserves-Pinewood Escrow	-	29,769.00	(29,769.00)	100.00%
Reserves-Beautification Fund	-	-	-	100.00%
From Operating Reserves	142,510.00	234,341.49	(91,831.49)	164.44%
<b>Total From Reserves</b>	<b>142,510.00</b>	<b>264,110.49</b>	<b>(121,600.49)</b>	<b>185.33%</b>
<b><u>Intergovernmental Virginia</u></b>				
Law Enforcement	161,533.00	40,383.00	121,150.00	25.00%
Litter Control Grant	3,318.00	3,354.00	(36.00)	101.08%
Police Block Grants-State	-	-	-	0.00%
Asset Forfeiture	-	1,269.60	(1,269.60)	100.00%
TRIAD Grant	2,250.00	-	2,250.00	0.00%
Fire Programs	24,294.00	-	24,294.00	0.00%
VCA Grant	5,000.00	5,000.00	-	100.00%
DCA Grant (Dam)	-	-	-	0.00%
SNAP Program	-	42.00	(42.00)	100.00%
Fuel Refund (state)	-	-	-	0.00%
<b>Total State Revenue</b>	<b>196,395.00</b>	<b>50,048.60</b>	<b>146,346.40</b>	<b>25.48%</b>
<b><u>Intergovernmental Federal</u></b>				
Police Federal Grants	2,250.00	3,709.15	(1,459.15)	164.85%
Pinewood Heights CDBG Relocation Planning Grant Phase III	-	-	-	0.00%
Pinewood Heights CDBG Relocation Grant-Phase II	-	81,000.00	(81,000.00)	100.00%
Federal Fuel Income	-	-	-	0.00%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
<b>Total Federal Revenue</b>	2,250.00	84,709.15	(82,459.15)	3764.85%
<b><u>Other Financing Sources</u></b>				
<b><u>Operating Transfers In</u></b>				
Transfer In for Debt Service	-	-	-	0.00%
<b>Total Operating Transfers In</b>		-	-	0.00%
<b><u>Other Financing Sources</u></b>				
Line of Credit Proceeds	450,000.00	-	450,000.00	0.00%
Note Proceeds	-	-	-	0.00%
Insurance Recoveries	-	341.40	(341.40)	100.00%
<b>Total Other Financing Sources</b>	450,000.00	341.40	449,658.60	0.08%
<b><u>Contributions</u></b>				
CHIPS Contributions	600.00	500.00	100.00	83.33%
Contributions-Windsor Castle Park Foundation	-	-	-	0.00%
<b>Contributions-Smithfield Foods-WC Park Outbuildings</b>	<b>9,940.00</b>	-	9,940.00	0.00%
<b>Contributions-Smithfield VA Events</b>	-	-	-	0.00%
Contributions-Isle of Wight County Historical Society	-	2,797.00	(2,797.00)	0.00%
Contributions-Isle of Wight County-Museum	-	-	-	0.00%
Contributions-Miscellaneous-Museum	11,650.00	4,511.04	7,138.96	38.72%
Contributions-Public Safety	-	-	-	0.00%
Contributions-Smithfield Foods (ball fields)	-	500,000.00	(500,000.00)	0.00%
<b>Total Contributions</b>	22,190.00	507,808.04	(485,618.04)	2288.45%
<hr/>				
<b>Total General Fund Revenue</b>	6,867,585.00	3,107,780.26	3,759,804.74	45.25%
<b>Less Revenues, Loan Funds, Grants and Contributions related to capital projects</b>				
<b>Line of Credit Proceeds</b>	(450,000.00)	-	(450,000.00)	0.00%
<b>General Obligation Bond-Land Acquisition</b>	-	-	-	#DIV/0!
Cash Proffer Revenues	-	-	-	#DIV/0!
Meals Tax (2%) allocated to Special Projects	(457,500.00)	(153,244.89)	(304,255.11)	33.50%
Pinewood Heights Reserves	-	(29,769.00)	29,769.00	#DIV/0!

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Beautification Fund Reserves	-	-	-	#DIV/0!
Contributions-IOW Historical Society	-	(2,797.00)	2,797.00	#DIV/0!
Contributions to Ball Fields Smithfield Foods	-	(500,000.00)	500,000.00	#DIV/0!
Pinewood Heights Planning Grant	-	-	-	#DIV/0!
Pinewood Heights Relocation Project -Grant	-	(81,000.00)	81,000.00	#DIV/0!
			-	#DIV/0!
<b>Total Non-operating Revenues</b>	<b>(907,500.00)</b>	<b>(766,810.89)</b>	<b>(140,689.11)</b>	<b>84.50%</b>
<b>Total General Fund Operating Revenues</b>	<b>5,960,085.00</b>	<b>2,340,969.37</b>	<b>3,619,115.63</b>	<b>39.28%</b>

**General Fund Budget  
Expenses**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
<b>GENERAL GOVERNMENT</b>				
<b><u>Town Council</u></b>				
Salaries	40,000.00	16,470.00	23,530.00	41.18%
FICA	3,496.00	1,332.41	2,163.59	38.11%
Employee Wellness/Assistance Plan	1,638.00	490.00	1,148.00	29.91%
Legal Fees	46,000.00	21,499.40	24,500.60	46.74%
Election Expense	3,600.00	-	3,600.00	0.00%
Maintenance contracts	595.00	-	595.00	0.00%
Advertising	25,000.00	6,518.86	18,481.14	26.08%
Professional Services	27,500.00	20,789.50	6,710.50	75.60%
Records Management maint & upgrades	4,258.00	-	4,258.00	0.00%
Site Plan Review	5,000.00	-	5,000.00	0.00%
Communications	1,000.00	-	1,000.00	0.00%
Insurance	23,700.00	9,410.00	14,290.00	39.70%
Supplies	22,000.00	6,879.86	15,120.14	31.27%
Travel & Training	6,800.00	3,363.99	3,436.01	49.47%
Subscriptions/Memberships	9,100.00	8,382.00	718.00	92.11%
Council Approved Items	12,000.00	4,228.61	7,771.39	35.24%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Public Defender Fees	5,000.00	120.00	4,880.00	2.40%
Bank Charges	625.00	283.00	342.00	45.28%
SpecialProjects	3,500.00	241.25	3,258.75	6.89%
Smithfield CHIPS program	3,000.00	-	3,000.00	0.00%
Update Town Charter & Code	3,000.00	-	3,000.00	0.00%
Annual Christmas Parade	200.00	-	200.00	0.00%
<b>Total Town Council</b>	<b>247,012.00</b>	<b>100,008.88</b>	<b>147,003.12</b>	<b>40.49%</b>
<b><u>Town Manager</u></b>				
<b>Salaries</b>	<b>229,835.00</b>	<b>87,509.90</b>	<b>142,325.10</b>	<b>38.08%</b>
FICA	18,390.00	6,049.28	12,340.72	32.89%
VSRS	17,800.00	7,415.83	10,384.17	41.66%
Health	49,700.00	20,706.40	28,993.60	41.66%
Auto Expense	500.00	24.60	475.40	4.92%
Maintenance Contracts	2,525.00	882.58	1,642.42	34.95%
Communications	16,000.00	5,271.41	10,728.59	32.95%
<b>Insurance</b>	<b>2,330.00</b>	<b>1,088.00</b>	<b>1,242.00</b>	<b>46.70%</b>
Supplies	5,500.00	1,316.03	4,183.97	23.93%
<b>Dues &amp; Subscriptions</b>	<b>3,250.00</b>	<b>1,499.67</b>	<b>1,750.33</b>	<b>46.14%</b>
Computer & technology expenses	16,000.00	3,621.63	12,378.37	22.64%
Travel & Training	7,800.00	1,113.98	6,686.02	14.28%
Other	100.00	14.77	85.23	14.77%
<b>Total Town Manager</b>	<b>369,730.00</b>	<b>136,514.08</b>	<b>233,215.92</b>	<b>36.92%</b>
<b><u>Treasurer</u></b>				
<b>Salaries</b>	<b>288,020.00</b>	<b>108,408.17</b>	<b>179,611.83</b>	<b>37.64%</b>
FICA	23,045.00	8,068.41	14,976.59	35.01%
VSRS	21,265.00	8,690.94	12,574.06	40.87%
Health	38,735.00	14,480.43	24,254.57	37.38%
Disability	150.00	12.52	137.48	8.35%
Audit	11,750.00	-	11,750.00	0.00%
Depreciation Software	2,900.00	-	2,900.00	0.00%
Communications	8,500.00	2,665.51	5,834.49	31.36%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Computer & technology expenses	2,000.00	-	2,000.00	0.00%
Data Processing	18,000.00	6,126.50	11,873.50	34.04%
Service contracts-includes MUNIS	51,715.00	11,212.04	40,502.96	21.68%
Insurance	2,410.00	1,128.00	1,282.00	46.80%
Supplies	12,000.00	4,932.42	7,067.58	41.10%
Dues & Subscriptions	1,550.00	557.80	992.20	35.99%
Credit Card Processing	3,000.00	463.17	2,536.83	15.44%
Cigarette Tax Stamps	2,835.00	2,829.60	5.40	99.81%
Travel & Training	2,000.00	235.38	1,764.62	11.77%
Other	100.00	-	100.00	0.00%
<b>Total Treasurer</b>	<b>489,975.00</b>	<b>169,810.89</b>	<b>320,164.11</b>	<b>34.66%</b>

**PUBLIC SAFETY**

**Police Department**

Salaries	1,374,090.00	<b>520,601.28</b>	853,488.72	37.89%
FICA	109,930.00	<b>37,633.55</b>	72,296.45	34.23%
VSRS	92,810.00	<b>38,286.70</b>	54,523.30	41.25%
Health Insurance	195,005.00	<b>78,229.82</b>	116,775.18	40.12%
Disability	160.00	<b>12.52</b>	147.48	7.83%
Pre-Employment Test	2,000.00	-	2,000.00	0.00%
Uniforms	24,000.00	<b>3,315.02</b>	20,684.98	13.81%
Service Contracts	38,000.00	<b>29,793.30</b>	8,206.70	78.40%
Communications	53,000.00	<b>14,933.78</b>	38,066.22	28.18%
Computer & Technology Expenses	15,200.00	<b>4,333.55</b>	10,866.45	28.51%
Insurance	54,580.00	<b>26,396.00</b>	28,184.00	48.36%
Ins. - LODA	11,415.00	10,895.64	519.36	95.45%
Materials & Supplies	25,500.00	5,931.42	19,568.58	23.26%
Dues & Subscriptions	6,500.00	<b>3,684.95</b>	2,815.05	56.69%
Equipment	15,000.00	<b>2,018.04</b>	12,981.96	13.45%
Radio & Equipment repairs	2,000.00	<b>768.65</b>	1,231.35	38.43%
Vehicle Maintenance	50,000.00	<b>8,774.63</b>	41,225.37	17.55%
Gas	75,000.00	<b>15,673.97</b>	59,326.03	20.90%
Tires	7,500.00	-	7,500.00	0.00%
Travel & Training	32,500.00	<b>10,586.61</b>	21,913.39	32.57%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Special Events	700.00	663.46	36.54	94.78%
Police Grants	2,500.00	-	2,500.00	0.00%
Investigation expenses	5,000.00	11.53	4,988.47	0.23%
Asset Forfeiture	-	-	-	0.00%
Other	500.00	130.85	369.15	26.17%
<b>Total Police Department</b>	<b>2,192,890.00</b>	<b>812,675.27</b>	<b>1,380,214.73</b>	<b>37.06%</b>
 <b><u>Fire Department</u></b>				
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%
State Pass Thru	24,294.00	-	24,294.00	0.00%
<b>Total Fire Department</b>	<b>37,294.00</b>	<b>-</b>	<b>37,294.00</b>	<b>0.00%</b>
 <b><u>Contributions-Public Safety</u></b>				
Coast Guard Auxiliary	250.00	-	250.00	0.00%
E911 Dispatch Center	175,671.00	2,578.62	173,092.38	1.47%
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%
<b>Total Contributions-Public Safety</b>	<b>185,921.00</b>	<b>2,578.62</b>	<b>183,342.38</b>	<b>1.39%</b>
 <b><u>PARKS, RECREATION &amp; CULTURAL</u></b>				
<b><u>Smithfield Center</u></b>				
Salaries	196,185.00	73,774.14	122,410.86	37.60%
FICA	15,505.00	5,639.41	9,865.59	36.37%
VSRS	11,885.00	4,951.75	6,933.25	41.66%
Health	21,555.00	9,517.93	12,037.07	44.16%
Uniforms	1,200.00	394.38	805.62	32.87%
Contracted Services	23,000.00	5,434.72	17,565.28	23.63%
Retail Sales & Use Tax	1,000.00	303.39	696.61	30.34%
Utilities	28,000.00	6,475.02	21,524.98	23.13%
Communications	19,000.00	5,733.17	13,266.83	30.17%
Computer & technology expenses	4,000.00	842.95	3,157.05	21.07%
Insurance	5,900.00	2,808.00	3,092.00	47.59%
Kitchen Supplies	4,000.00	-	4,000.00	0.00%
Office Supplies/Other Supplies	5,000.00	1,488.29	3,511.71	29.77%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Food Service & Beverage Supplies	6,000.00	2,859.23	3,140.77	47.65%
AV Supplies	1,000.00	-	1,000.00	0.00%
Repairs & Maintenance	35,000.00	14,064.24	20,935.76	40.18%
Systems Maintenance (HVAC, AV, Generator)	10,000.00	-	10,000.00	0.00%
Landscaping	15,000.00	5,269.10	9,730.90	35.13%
Travel & Training	2,000.00	1,791.79	208.21	89.59%
Programming Expenses	500.00	-	500.00	0.00%
Advertising	20,000.00	7,702.73	12,297.27	38.51%
Refund event deposits	5,000.00	2,650.56	2,349.44	53.01%
Other	-	-	-	100.00%
Credit card processing expense	4,500.00	1,974.42	2,525.58	43.88%
<b>Total Smithfield Center</b>	435,230.00	153,675.22	281,554.78	35.31%
 <b><u>Contributions-Parks, Recreation and Cultural</u></b>				
Farmers Market	3,000.00	-	3,000.00	0.00%
TUMC Parking Lot	1,500.00	500.00	1,000.00	33.33%
Hampton Roads Planning District Commission	8,677.00	4,538.00	4,139.00	52.30%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Friends of the Library	10,000.00	3,051.60	6,948.40	30.52%
Total Contributions-Park, Recreation and Cultural	33,177.00	18,089.60	15,087.40	54.52%
 <b><u>Windsor Castle Park</u></b>				
Salaries	63,710.00	22,343.94	41,366.06	35.07%
FICA	5,100.00	1,633.97	3,466.03	32.04%
VSRS	4,725.00	1,925.78	2,799.22	40.76%
Health	11,365.00	4,182.89	7,182.11	36.81%
Contracted Services	6,000.00	2,269.24	3,730.76	37.82%
Insurance	8,935.00	4,212.00	4,723.00	47.14%
Grass Cutting	30,000.00	15,479.72	14,520.28	51.60%
Kayak/Watersports expenses	1,500.00	999.92	500.08	66.66%
Professional Services	5,000.00	21,227.12	(16,227.12)	424.54%
Utilities	7,000.00	346.85	6,653.15	4.96%
Supplies	5,000.00	159.97	4,840.03	3.20%
Repairs & Maintenance	40,000.00	12,880.46	27,119.54	32.20%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Total Windsor Castle Park	188,335.00	87,661.86	100,673.14	46.55%
<b><u>Museum</u></b>				
Salaries	93,270.00	38,036.51	55,233.49	40.78%
FICA	7,465.00	2,935.19	4,529.81	39.32%
VSRS	4,025.00	1,675.05	2,349.95	41.62%
Health	6,512.00	2,713.20	3,798.80	41.66%
<b>Operating expenses</b>				
Contracted services	2,000.00	768.90	1,231.10	38.45%
Communications	600.00	199.33	400.67	33.22%
Insurance	-	886.00	(886.00)	100.00%
Supplies	4,700.00	1,979.95	2,720.05	42.13%
Computer & Technology	-	-	-	0.00%
Advertisinig	1,500.00	-	1,500.00	0.00%
Travel/Training	300.00	95.00	205.00	31.67%
Dues & Subscriptions	800.00	303.75	496.25	37.97%
<b>Gift Shop-to be funded by gift shop proceeds</b>				
Gift Shop expenses	9,000.00	3,783.70	5,216.30	42.04%
Sales & Use Tax	500.00	315.55	184.45	63.11%
Credit card processing fees	1,000.00	269.41	730.59	26.94%
Total Museum	131,672.00	53,961.54	77,710.46	40.98%
<b><u>Other Parks &amp; Recreation</u></b>				
Jersey Park Playground	1,000.00	2,349.23	(1,349.23)	234.92%
Pinewood Playground	500.00	400.00	100.00	80.00%
Clontz Park-pier maintenance	1,500.00	1,223.95	276.05	81.60%
Community Wellness Initiative	-	65.00	(65.00)	100.00%
Cypress Creek No Wake Zone	-	1,345.00	(1,345.00)	0.00%
SNAP Program	-	126.00	(126.00)	100.00%
Town Open Space Areas	-	-	-	0.00%
Waterworks Dam	-	3,750.00	(3,750.00)	0.00%
Waterworks Lake (park area)	500.00	-	500.00	0.00%
Haydens Lane Maintenance	1,500.00	44.77	1,455.23	2.98%
Veterans War Memorial	1,000.00	527.39	472.61	52.74%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Fireworks	2,000.00	2,000.00	-	100.00%
Total Parks & Recreation	8,000.00	11,831.34	(3,831.34)	147.89%
<b>COMMUNITY DEVELOPMENT</b>				
<b>Pinewood Heights</b>				
<b>Non-CDBG Contributed Operating Expenses</b>				
<b><u>Administration</u></b>				
Management Assistance		4,430.89	(4,430.89)	100.00%
Monitoring/Closeout		-	-	0.00%
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households		-	-	0.00%
Renter Occupied Households		33,338.00	(33,338.00)	100.00%
Moving Costs		5,000.00	(5,000.00)	100.00%
Relocation Specialist		1,700.00	(1,700.00)	100.00%
<b><u>Acquisition</u></b>				
Owner Acquisition		509.00	(509.00)	100.00%
Renter Acquisition		-	-	0.00%
Vacant Lot Acquisition		286.00	(286.00)	100.00%
Appraisal/Legal		1,650.00	(1,650.00)	100.00%
<b><u>Acquisition Specialist</u></b>				
		1,500.00	(1,500.00)	0.00%
<b><u>Clearance &amp; Demolition</u></b>				
		11,600.00	(11,600.00)	0.00%
<b>Subtotal Non CDBG</b>		<b>60,013.89</b>	<b>(60,013.89)</b>	<b>100.00%</b>
<b>CDBG Contributed Operating Expenses</b>				
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households		99,000.00	(99,000.00)	0.00%
Renter Occupied Households		-	-	0.00%
<b><u>Acquisition</u></b>				
Owner Occupied		<b>69,000.00</b>	<b>(69,000.00)</b>	<b>100.00%</b>

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
<u>Clearance &amp; Demolition</u>		-	-	0.00%
<u>Planning Grant-Phase III</u>	-	-	-	0.00%
<b>Subtotal CDBG</b>		168,000.00	(168,000.00)	100.00%
<b>Total Pinewood Heights Contributions</b>	-	228,013.89	(228,013.89)	100.00%
<b><u>Contributions-Community Development</u></b>				
Old Courthouse Contribution	5,000.00	-	5,000.00	0.00%
Historic Smithfield	-	-	-	0.00%
<b>Chamber of Commerce</b>	6,000.00	6,000.00	-	100.00%
Christian Outreach	14,000.00	-	14,000.00	0.00%
Genieve Shelter	9,000.00	-	9,000.00	0.00%
TRIAD	3,900.00	-	3,900.00	0.00%
Tourism Bureau	198,049.00	186.00	197,863.00	0.09%
<b>Western Tidewater Free Clinic</b>	34,000.00	34,000.00	-	100.00%
<b>YMCA Projects</b>	50,000.00	-	50,000.00	0.00%
<b>Total Contributions-Community Development</b>	319,949.00	40,186.00	279,763.00	12.56%
<b><u>PUBLIC WORKS</u></b>				
<b>Planning, Engineering &amp; Public Works</b>				
<b>Salaries</b>	189,540.00	82,887.45	106,652.55	43.73%
FICA	15,165.00	6,081.20	9,083.80	40.10%
VSRS	15,260.00	6,305.44	8,954.56	41.32%
Health	33,275.00	14,247.56	19,027.44	42.82%
Disability	1,000.00	163.00	837.00	16.30%
Uniforms	2,500.00	670.73	1,829.27	26.83%
Contractual	7,000.00	1,304.46	5,695.54	18.64%
GIS	2,400.00	400.00	2,000.00	16.67%
Recycling-2% CPI-U	236,640.00	97,347.59	139,292.41	41.14%
Trash Collection-2% CPI-U	240,000.00	94,004.06	145,995.94	39.17%
Street Lights	5,000.00	555.28	4,444.72	11.11%

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
Communications	12,000.00	3,937.64	8,062.36	32.81%
Safety Meetings/Safety Expenses	5,000.00	582.30	4,417.70	11.65%
<b>Insurance</b>	<b>8,515.00</b>	<b>4,058.00</b>	<b>4,457.00</b>	<b>47.66%</b>
Materials & Supplies	5,000.00	1,855.76	3,144.24	37.12%
Accreditation	-	-	-	0.00%
Repairs & Maintenance	5,000.00	1,514.65	3,485.35	30.29%
Gas & Tires	7,500.00	2,915.77	4,584.23	38.88%
Travel & Training	8,000.00	1,196.71	6,803.29	14.96%
Litter Control Grant	3,318.00	-	3,318.00	0.00%
<b>Dues &amp; Subscriptions</b>	<b>2,000.00</b>	<b>1,220.00</b>	<b>780.00</b>	<b>61.00%</b>
Other	3,000.00	1,227.50	1,772.50	40.92%
<b>Total Public Works</b>	<b>807,113.00</b>	<b>322,475.10</b>	<b>484,637.90</b>	<b>39.95%</b>

**PUBLIC BUILDINGS**

**Public Buildings**

<b>Salaries</b>	<b>27,300.00</b>	<b>8,225.91</b>	<b>19,074.09</b>	<b>30.13%</b>
FICA	2,185.00	653.62	1,531.38	29.91%
<b>Contractual</b>	<b>18,000.00</b>	<b>10,848.90</b>	<b>7,151.10</b>	<b>60.27%</b>
Communications	3,000.00	1,336.26	1,663.74	44.54%
Utilities	54,000.00	13,302.53	40,697.47	24.63%
<b>Insurance</b>	<b>11,265.00</b>	<b>5,250.00</b>	<b>6,015.00</b>	<b>46.60%</b>
Materials & Supplies	5,000.00	793.70	4,206.30	15.87%
Repairs & Maintenance	36,000.00	11,287.20	24,712.80	31.35%
Rent Expense-Office Space	4,800.00	2,000.00	2,800.00	41.67%
Other	1,000.00	53.09	946.91	0.05
<b>Total Public Buildings</b>	<b>162,550.00</b>	<b>53,751.21</b>	<b>108,798.79</b>	<b>33.07%</b>

**OTHER FINANCING USES**

Transfers to Operating Reserves	-	-	-	100.00%
<b>Transfers to Restricted Reserves-Special Projects (Ball Fields)</b>	<b>500,000.00</b>	<b>(500,000.00)</b>	<b>(500,000.00)</b>	<b>100.00%</b>
Transfers to Restricted Reserves-Building Ren or Land Purchase	-	-	-	#DIV/0!
<b>Total Transfers To Reserves</b>	<b>-</b>	<b>500,000.00</b>	<b>(500,000.00)</b>	<b>#DIV/0!</b>

**Town of Smithfield  
General Fund Operating Budget**

Description	Adopted Budget 2015/2016	Actual as of 11/30/15	Remaining Budget	% of budget
<b>DEBT SERVICE</b>				
<b>Debt Service</b>				
<b>Principal Retirement</b>				
Public Building Acquisition-TM/PD	21,574.00	-	21,574.00	0.00%
HVAC	16,550.00	5,445.02	11,104.98	32.90%
Rescue Squad/Ball fields	48,930.00	20,149.06	28,780.94	41.18%
Line of Credit	450,000.00	-	450,000.00	0.00%
<b>Interest and fiscal charges</b>				
Public Building Acquisition-TM/PD	31,480.00	-	31,480.00	0.00%
HVAC	1,155.00	469.10	685.90	40.61%
Rescue Squad/Ball fields	12,430.00	5,199.88	7,230.12	41.83%
Line of Credit	7,000.00	-	7,000.00	0.00%
Total Debt Service	589,119.00	31,263.06	557,855.94	5.31%
<b>Total General Fund Expenses</b>	6,197,967.00	2,722,496.56	3,475,470.44	43.93%
<b>Less Expenses related to capital projects:</b>				
Legal Fees		-	-	
Professional Fees	(27,500.00)	(20,789.50)	(6,710.50)	
Pinewood Heights Relocation Project Expenses	-	(228,013.89)	228,013.89	
Pinewood Heights Line of Credit Expenses	(457,000.00)	-	(457,000.00)	
Total Non-operating Expenses	(484,500.00)	(248,803.39)	(235,696.61)	51.35%
<b>Total General Fund Operating Expenses</b>	5,713,467.00	2,473,693.17	3,239,773.83	43.30%
<b>Net Operating Reserve (+/-)</b>	246,618.00	(132,723.80)	379,341.80	-53.82%
<b>Net Reserve (+/-)</b>	669,618.00	385,283.70	284,334.30	57.54%

Adopted Budget 2015/2016	Actual 11/30/2015	Remain Budget	% of Budget
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<b>Net Operating Reserves (Deficit)</b>	<b>669,618.00</b>	385,283.70	284,334.30	57.54%
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**Capital Outlay  
General Fund**

GENERAL GOVERNMENT				
<b>COMMUNITY DEVELOPMENT</b>				
<b>Pinewood Heights Relocation-CIP</b>				
<b>Non CDBG Capital Acquisition</b>				
Owner Occupied Units				#DIV/0!
Renter Occupied Units		-	-	#DIV/0!
Vacant Lots		(24,000.00)	24,000.00	#DIV/0!
Subtotal Non CDBG Capital Acquisition	-	(24,000.00)	24,000.00	#DIV/0!
<b>CDBG Capital Acquisition</b>				
Owner Occupied Units		(12,000.00)	12,000.00	#DIV/0!
Renter Occupied Units		-		#DIV/0!
Vacant Lots		-		#DIV/0!
		<b>(12,000.00)</b>	12,000.00	
Subtotal CDBG Capital Acquisition	-	(12,000.00)	12,000.00	#DIV/0!
<b>Total Pinewood Heights Relocation CIP</b>	<b>-</b>	<b>(36,000.00)</b>	<b>36,000.00</b>	<b>100.00%</b>
<b>TOWN COUNCIL</b>				
None		-	-	
<b>TREASURER</b>				
MUNIS Conversion	(157,525.00)		(157,525.00)	0.00%
<b>PARKS, RECREATION AND CULTURAL</b>				
Smithfield Center Main Hall Speaker System	(8,560.00)	<b>(8,408.21)</b>	(151.79)	98.23%
WC Park Building Stabilization	(9,940.00)	<b>(9,940.00)</b>	-	100.00%
Kayak Storage	-	-	-	0.00%
Playground repairs	-	-	-	0.00%
Ball Fields possible purchase (deposits made)	-	-	-	0.00%

	Adopted Budget 2015/2016	Actual 11/30/2015	Remain Budget	% of Budget
<b>PUBLIC SAFETY</b>				
<b>Police</b>				
Police Vehicles	(99,173.00)	(98,196.82)	(976.18)	99.02%
Police Equipment-Tasers	-	(22,073.38)	22,073.38	100.00%
Tough Book MDTs/docking stations/workstation-3	(41,520.00)	(8,700.00)	(32,820.00)	20.95%
In Car Cameras-3	(35,700.00)	(14,685.00)	(21,015.00)	41.13%
<b>PUBLIC WORKS</b>				
Vehicles and Equipment	(14,000.00)	-	(14,000.00)	0.00%
Great Springs Road-Sidewalk	(100,000.00)	(100,000.00)	-	100.00%
Storage Shed	(7,200.00)		(7,200.00)	0.00%
<b>PUBLIC BUILDINGS</b>				
Police Evidence Building Improvements	(196,000.00)	(40,015.29)	(155,984.71)	20.42%
Storage Building Improvements	-	(41,500.00)	41,500.00	0.00%
4-ton split unit-PD	-	(5,765.00)	5,765.00	0.00%
<b>Net Capital Outlay</b>	<b>(669,618.00)</b>	<b>(385,283.70)</b>	<b>(284,334.30)</b>	<b>57.54%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>

**Town of Smithfield  
Sewer Fund Budget**

	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenues</b>				
Sewer Charges	681,000.00	225,098.86	455,901.14	33.05%
Sewer Compliance Fee	496,000.00	153,578.68	342,421.32	30.96%
Miscellaneous Revenue	1,000.00	48.00	952.00	4.80%
Connection fees	39,500.00	16,470.00	23,030.00	41.70%
<b>Total Operating Revenue</b>	<b>1,217,500.00</b>	<b>395,195.54</b>	<b>822,304.46</b>	<b>32.46%</b>

**Town of Smithfield  
Sewer Fund Budget**

Description	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Expenses</b>				
<b>Operating Expenses</b>				
Salaries	270,900.00	86,721.74	184,178.26	32.01%
FICA	21,675.00	6,204.66	15,470.34	28.63%
VRSRS	20,180.00	7,658.19	12,521.81	37.95%
Health	56,225.00	19,391.35	36,833.65	34.49%
Uniforms	2,500.00	1,336.04	1,163.96	53.44%
Audit & Legal Fees	14,750.00	2,627.50	12,122.50	17.81%
Accreditation	-	-	-	0.00%
HRPDC sewer programs	887.00	395.00	492.00	44.53%
Professional Fees	15,000.00	4,550.00	10,450.00	30.33%
Maintenance & Repairs	63,125.00	24,857.92	38,267.08	39.38%
VAC Truck Repairs & Maintenance	7,500.00	38.25	7,461.75	0.51%
Data Processing	14,000.00	4,594.87	9,405.13	32.82%
Dues & Subscriptions	50.00	29.00	21.00	58.00%
Utilities	51,000.00	12,268.13	38,731.87	24.06%
SCADA Expenses	6,000.00	1,716.66	4,283.34	28.61%
Telephone	12,000.00	3,700.73	8,299.27	30.84%
Insurance	17,270.00	8,222.00	9,048.00	47.61%
Materials & Supplies	46,000.00	26,619.66	19,380.34	57.87%
Truck Operations	12,000.00	3,050.65	8,949.35	25.42%
Travel & Training	4,000.00	823.46	3,176.54	20.59%
Contractual	3,500.00	563.85	2,936.15	16.11%
Miscellaneous	600.00	412.37	187.63	68.73%

**Town of Smithfield  
Sewer Fund Budget**

	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
Bank service charges	-	-	-	0.00%
<b>Total Sewer Fund Operating Expenses before D&amp;A Exp.</b>	639,162.00	215,782.03	423,379.97	33.76%
<b>Operating Income before D&amp;A Expense</b>	578,338.00	179,413.51	398,924.49	31.02%
<b>Depreciation &amp; Amort. Exp.</b>	380,000.00	171,702.21	208,297.79	45.18%
<b>Operating Income (Loss)</b>	198,338.00	7,711.30	190,626.70	3.89%
<b>Nonoperating Revenues (Expenses)</b>				
Pro-rata Share Fees	-	2,400.00	(2,400.00)	0.00%
Availability Fees	103,000.00	43,400.00	59,600.00	42.14%
Contributed Capital-Smithfield Foods Rev Ln	11,890.00	11,843.52	46.48	99.61%
Interest Revenue	4,500.00	2,685.97	1,814.03	59.69%
Bond issue costs	-	-	-	0.00%
Interest Expense	(10,101.00)	(4,412.90)	(5,688.10)	43.69%
<b>Total Nonoperating Revenues (Expenses)</b>	109,289.00	55,916.59	53,372.41	51.16%
<b>Net Income (loss)</b>	307,627.00	63,627.89	243,999.11	20.68%
<b>WORKING ADJUSTMENTS TO CAFR</b>				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	(2,400.00)	2,400.00	0.00%
Availability Fees	(103,000.00)	(43,400.00)	(59,600.00)	42.14%
Contributed Capital-Smithfield Foods Rev Ln	(11,890.00)	(11,843.52)	(46.48)	99.61%
Compliance Fee	(496,000.00)	(153,578.68)	(342,421.32)	30.96%
Depreciation & Amort. Exp.	380,000.00	171,702.21	208,297.79	45.18%
Additional debt service costs-principal expense	(97,940.00)	(97,940.00)	-	100.00%
<b>Total adjustments to CAFR</b>	(328,830.00)	(137,459.99)	(191,370.01)	41.80%
<b>Working adjusted income</b>	(21,203.00)	(73,832.10)	52,629.10	348.22%

	Adopted Budget 2015/2016	Actual 11/30/2015	Remaining Budget	% of Budget
<b>Sewer Fund</b>				
<b>Working adjusted income</b>	<b>(21,203.00)</b>	<b>(73,832.10)</b>	52,629.10	348.22%
Sewer SSO Consent Order	-	-	-	100.00%
MOA Compliance Plan	(40,000.00)		(40,000.00)	0.00%
<b>MOA Flow Monitoring</b>	<b>(25,000.00)</b>	<b>(21,300.00)</b>	<b>(3,700.00)</b>	<b>85.20%</b>
MOA CIP Development	(28,000.00)		(28,000.00)	0.00%
RWWMP Development Coord Assistance	(20,000.00)		(20,000.00)	0.00%
Sewer Master Plan	(56,250.00)	-	(56,250.00)	0.00%
Construction Standards Update	(3,321.00)	-	(3,321.00)	0.00%
Work Order System		-	-	#DIV/0!
PW Security Gate		-	-	#DIV/0!
Main St & Mason ST CCTV & CIPP Lining		-	-	#DIV/0!
Removal, repair, replacement fiberglass pump		-	-	#DIV/0!
Antenna Poles at Jordan & Riverside Dr Pump Stations		-	-	#DIV/0!
SCADA Towers-Drummonds, Jersey Park, Watson		-	-	#DIV/0!
Arc Flash		-	-	#DIV/0!
<b>Removal and reinstallation work at Watson Pump Station</b>		<b>(18,610.00)</b>	<b>18,610.00</b>	<b>100.00%</b>
4" Fairbanks Morse Submersible Run-Dry Pump-Moonefield		-	-	#DIV/0!
4" Fairbanks Morse Submersible Run-Dry Pump-Crescent		-	-	#DIV/0!
4" Fairbanks Morse Submersible Run-Dry Pump-Lakeside		-	-	#DIV/0!
<b>Sewer Main Repair-200 Block of Main Street</b>		<b>(17,753.00)</b>	<b>17,753.00</b>	<b>100.00%</b>
Sewer Main Repair-Institute & 228 Main		-	-	#DIV/0!
Sewer extension-Carver & Pinewood		-	-	#DIV/0!
Main Street Pump Station-purchase/installation of bypass pump		-	-	#DIV/0!
<b>Main Street/Mason-CCTV &amp; CIPP Lining</b>		<b>(9,054.60)</b>	<b>9,054.60</b>	<b>100.00%</b>
Main Street (Commerce) Electrical upgrades-damaged		-	-	#DIV/0!
By-pass pump-(which lift station)	(100,000.00)		(100,000.00)	0.00%
<b>Sewer Capital Repairs</b>	<b>(100,000.00)</b>	<b>(29,131.86)</b>	<b>(70,868.14)</b>	<b>29.13%</b>
Pump Station Upgrades		-	-	#DIV/0!
Truck/Equipment	(16,500.00)	-	(16,500.00)	0.00%
<b>Net Capital Outlay</b>	<b>(389,071.00)</b>	<b>(95,849.46)</b>	<b>(293,221.54)</b>	<b>24.64%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(410,274.00)</b>	<b>(169,681.56)</b>	<b>(240,592.44)</b>	<b>41.36%</b>
Funding from Development Escrow	56,250.00	-	-	
Reserves from Sewer Capital Escrow Account	100,000.00	38,031.60	61,968.40	38.03%
Funding from Sewer Compliance Fee	213,000.00	44,557.60	168,442.40	20.92%
Draw from operating reserves	41,024.00	-	41,024.00	0.00%
Funding from Bond Escrow (released from refinance)		-	-	#DIV/0!
<b>Net Cashflow</b>	<b>-</b>	<b>(87,092.36)</b>	<b>30,842.36</b>	<b>#DIV/0!</b>

**Town of Smithfield  
Water Fund Budget**

Description	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenue</b>				
Water Sales	1,423,185.00	497,546.80	925,638.20	34.96%
Debt Service Revenue	189,712.00	58,712.00	131,000.00	30.95%
Miscellaneous	1,000.00	198.00	802.00	19.80%
Connection fees	16,500.00	6,640.00	9,860.00	40.24%
Application Fees	8,654.00	4,170.00	4,484.00	48.19%
<b>Total Operating Revenue</b>	<b>1,639,051.00</b>	<b>567,266.80</b>	<b>1,071,784.20</b>	<b>34.61%</b>

**Town of Smithfield  
Water Fund Budget**

Description	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Expenses</b>				
Salaries	404,060.00	131,929.23	272,130.77	32.65%
FICA	32,325.00	9,588.93	22,736.07	29.66%
VSRS	28,115.00	9,907.57	18,207.43	35.24%
Health	67,885.00	21,623.93	46,261.07	31.85%
Uniforms	3,255.00	1,035.58	2,219.42	31.82%
Contractual	12,000.00	7,826.00	4,174.00	65.22%
Legal & Audit	15,000.00	4,828.75	10,171.25	32.19%
Accreditation	-	-	-	0.00%
Maintenance & Repairs	21,000.00	7,953.93	13,046.07	37.88%
Water Tank Maintenance	105,091.00	26,181.44	78,909.56	24.91%
Professional Services	20,000.00	17,015.96	2,984.04	85.08%
Regional Water Supply Study	1,689.00	850.50	838.50	50.36%
Data Processing	14,000.00	4,594.87	9,405.13	32.82%
Utilities	2,000.00	17.27	1,982.73	0.86%
Communications	13,000.00	3,659.61	9,340.39	28.15%
Insurance	26,900.00	12,762.00	14,138.00	47.44%
Materials & Supplies	75,000.00	40,326.21	34,673.79	53.77%
Gas and Tires	15,000.00	4,640.94	10,359.06	30.94%
Dues & Subscriptions	1,000.00	400.00	600.00	40.00%
Bank service charges	1,200.00	514.55	685.45	42.88%
Travel and Training	4,000.00	1,021.46	2,978.54	25.54%
Miscellaneous	9,500.00	4,610.24	4,889.76	48.53%
<b>RO Annual costs</b>				
Power	103,560.00	37,581.26	65,978.74	36.29%

**Town of Smithfield  
Water Fund Budget**

<b>Description</b>	<b>Adopted Budget 2015/2016</b>	<b>Balance as of 11/30/15</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Chemicals	57,332.00	18,523.27	38,808.73	32.31%
HRSD	269,800.00	75,984.57	193,815.43	28.16%
Supplies	20,000.00	5,445.33	14,554.67	27.23%
Communication	9,030.00	3,414.17	5,615.83	37.81%
Travel and training	2,500.00	1,874.98	625.02	75.00%
Dues & Subscriptions	400.00	400.00	-	100.00%
Maintenance and Repairs	40,000.00	24,396.97	15,603.03	60.99%
Bad debt expense	-	-	-	0.00%
<b>Total Water Fund Operating Expenses before D&amp;A Exp.</b>	<b>1,374,642.00</b>	<b>478,909.52</b>	<b>895,732.48</b>	<b>34.84%</b>
<b>Operating Income before D&amp;A Expense</b>	<b>264,409.00</b>	<b>88,357.28</b>	<b>176,051.72</b>	<b>33.42%</b>
<b>Depreciation &amp; Amortization Expense</b>	<b>365,000.00</b>	<b>139,637.54</b>	<b>225,362.46</b>	<b>38.26%</b>
<b>Operating Income (Loss)</b>	<b>(100,591.00)</b>	<b>(51,280.26)</b>	<b>(49,310.74)</b>	<b>50.98%</b>
<b>Nonoperating Revenues (Expenses)</b>				
Pro-Rata Share Fees	-	2,400.00	(2,400.00)	100.00%
Availability Fees	68,000.00	28,840.00	39,160.00	42.41%
Insurance Recoveries	-	15,404.86	(15,404.86)	#DIV/0!
Cash Proffers-Water Tank			-	#DIV/0!
Interest Revenue	6,800.00	3,395.49	3,404.51	49.93%
Well Nest Construction Contribution	(70,000.00)	-	(70,000.00)	0.00%
Interest Expense	(42,583.00)	(22,077.69)	(20,505.31)	51.85%
<b>Total Nonoperating Revenues (Expenses)</b>	<b>(37,783.00)</b>	<b>27,962.66</b>	<b>(65,745.66)</b>	<b>-74.01%</b>
<b>Net Income (Loss)</b>	<b>(138,374.00)</b>	<b>(23,317.60)</b>	<b>(115,056.40)</b>	<b>16.85%</b>

**WORKING ADJUSTMENTS TO CAFR**

(FOR INTERNAL USE ONLY)

Restricted revenues:

Pro-rata Share Fees	-	(2,400.00)	2,400.00	#DIV/0!
Availability Fees	(68,000.00)	(28,840.00)	(39,160.00)	42.41%
Bad Debt Expense	-	-	-	#DIV/0!
Debt Service Revenue	(189,712.00)	(58,712.00)	(131,000.00)	30.95%
Depreciation & Amort. Exp.	365,000.00	139,637.54	225,362.46	38.26%
Additional debt service costs-principal exp	(381,887.00)	(256,265.45)	(125,621.55)	67.11%

**Town of Smithfield  
Water Fund Budget**

<b>Description</b>	<b>Adopted Budget 2015/2016</b>	<b>Balance as of 11/30/15</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Total adjustments to CAFR	(274,599.00)	(206,579.91)	(68,019.09)	75.23%
Working adjusted income	(412,973.00)	(229,897.51)	(183,075.49)	55.67%

Adopted Budget 2015/2016	Actual 11/30/2015	Remain Budget	% of Budget
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**Water Fund**

<b>Net Operating Reserves (Deficit)</b>	<b>(412,973.00)</b>	(229,897.51)	(183,075.49)	55.67%
Construction Standards Update	(3,321.00)	-	(3,321.00)	0.00%
Water Master Plan	(56,250.00)	-	(56,250.00)	0.00%
Vehicle/Equipment	(16,500.00)	-	(16,500.00)	0.00%
RO auxiliary diesel fuel tank (generator)	(5,100.00)	-	(5,100.00)	0.00%
RO Cleaning System Upgrades	(18,000.00)	-	(18,000.00)	0.00%
RO 3rd Stage Removal	(15,000.00)	-	(15,000.00)	0.00%
<b>System Improvements</b>	<b>(50,000.00)</b>	<b>(5,400.00)</b>	<b>(44,600.00)</b>	<b>10.80%</b>
Main Street Water Main Upgrade Phase I	(240,094.00)	-	(240,094.00)	0.00%
Water line replacement (Cypress Creek Bridge)	(330,000.00)	-	(330,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(734,265.00)</b>	<b>(5,400.00)</b>	<b>(728,865.00)</b>	<b>0.74%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(1,147,238.00)</b>	<b>(235,297.51)</b>	<b>(911,940.49)</b>	<b>20.51%</b>
Financing-Main St. Water Main, Water Line replace	570,094.00	-	570,094.00	0.00%
Operating Reserves	121,834.00	-	121,834.00	0.00%
Water Treatment Escrow	38,100.00	-	38,100.00	0.00%
Water Development Escrow	56,250.00	-	56,250.00	0.00%
Water Capital Escrow	50,000.00	5,400.00	44,600.00	10.80%
Debt Service fees applied to debt	310,960.00	238,265.01	72,694.99	76.62%
Net Cashflow	-	8,367.50	(578,461.50)	#DIV/0!

**Town of Smithfield  
Highway Fund**

Description	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Revenue</b>				
Interest Income	185.00	90.65	94.35	49.00%
Sale of equipment	6,000.00	-	6,000.00	0.00%
<b>Revenue - Commwlth of VA</b>	<b>1,061,479.00</b>	<b>276,006.05</b>	<b>785,472.95</b>	<b>26.00%</b>
<b>Total Highway Fund Revenue</b>	<b>1,067,664.00</b>	<b>276,096.70</b>	<b>791,567.30</b>	<b>25.86%</b>

**Town of Smithfield  
Highway Fund**

Description	Adopted Budget 2015/2016	Balance as of 11/30/15	Remaining Budget	% of budget
<b>Expenses</b>				
<b>Salaries</b>	<b>238,150.00</b>	<b>81,285.76</b>	<b>156,864.24</b>	<b>34.13%</b>
FICA	19,055.00	5,865.65	13,189.35	30.78%
VSRS	18,070.00	7,383.88	10,686.12	40.86%
Health	41,680.00	17,165.76	24,514.24	41.18%
Uniforms	3,100.00	1,083.80	2,016.20	34.96%
Engineering	-	-	-	0.00%
Grass	20,000.00	5,502.98	14,497.02	27.51%
Maintenance	560,701.00	209,005.40	351,695.60	37.28%
Asphalt/Paving		26,034.82	(26,034.82)	
Ditching		144,935.95	(144,935.95)	
Traffic Control devices		7,541.88	(7,541.88)	
Other (maintenance)		2,501.06	(2,501.06)	
Other (lawnmowers, landscaping, etc)		26,763.53	(26,763.53)	
Structures and Bridges		-	-	
Ice and Snow removal		1,101.03	(1,101.03)	
Administrative		127.13	(127.13)	
Storm Maintenance		-	-	
Street Lights	106,000.00	33,828.83	72,171.17	31.91%
<b>Insurance</b>	<b>14,372.00</b>	<b>6,956.00</b>	<b>7,416.00</b>	<b>48.40%</b>
Miscellaneous-bank charges			-	0.00%
VAC Truck Repairs	2,500.00	13.53	2,486.47	0.54%
Gas and Tires	10,000.00	2,859.43	7,140.57	28.59%
<b>Stormwater Management Program (regional)</b>	<b>1,215.00</b>	<b>947.50</b>	<b>267.50</b>	<b>77.98%</b>
<b>Total Highway Fund Expense</b>	<b>1,034,843.00</b>	<b>371,898.52</b>	<b>662,944.48</b>	<b>35.94%</b>
<b>Net Reserves (+/-)</b>	<b>32,821.00</b>	<b>(95,801.82)</b>	<b>128,622.82</b>	<b>-291.89%</b>

Adopted Budget 2015/2016	Actual 11/30/2015	Remain Budget	% of Budget
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**HIGHWAY**

<b>Net Operating Reserves (Deficit)</b>	<b>32,821.00</b>	<b>(95,801.82)</b>	<b>128,622.82</b>	<b>-291.89%</b>
Construction Standards Update	(3,321.00)		(3,321.00)	0.00%
Vehicles	(16,500.00)	-	(16,500.00)	0.00%
Beautification	(5,000.00)		(5,000.00)	0.00%
Mower	(8,000.00)	-	(8,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(32,821.00)</b>	<b>-</b>	<b>(32,821.00)</b>	<b>0.00%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>0.00</b>	<b>(95,801.82)</b>	<b>95,801.82</b>	<b>291.89%</b>
<b>Carryover from FY2015</b>		<u>92,151.75</u>		
<b>Net Adjusted Reserves (deficit)</b>		<b>(3,650.07)</b>		

## **Notes: November 2015**

### **GENERAL FUND**

#### **Revenues:**

##### **Current Real Estate**

Real estate payments are being posted daily. Through December 23, we have posted \$1,546,674 (92.34%) of current real estate. The clerks are still finalizing posting which is basically level with that of 2014 at \$1,551,487 (95%). Once posting is completed, we will process delinquent notices to go out in January.

##### **Delinquent Real Estate**

Through December 23, we have posted \$18,785 in delinquent real estate which is \$8966 less than prior year. Last year, however, we collected \$6000 on a delinquent business account that was finally paid in full after receipt of a letter from the Town Attorney.

##### **Current Personal Property**

Current personal property collected through December 23 totals \$763,137 (88.5 %) including the personal property tax relief of \$240,794 remitted by the state. Collections for the same period last year totaled \$750,257 (87%).

##### **Delinquent Personal Property**

The majority of delinquent accounts will be paid with current year personal property. We do, however, generally collect additional amounts with supplemental billings throughout the year. As of December 23, we have collected \$5,902 which is \$6540 less than prior year.

##### **Franchise Tax**

The franchise tax will be paid in the last quarter of the fiscal year, usually May and June.

##### **Cigarette Tax**

Sold 216,360 tax stamps through November 2015 which is 45,000 more stamps than sold through the same period last year. Revenues are \$17,770 higher than year to date November 2014.

##### **Transient Occupancy**

Transient occupancy tax payments for July 2015 totaled \$55,220 which was even higher than July 2014 revenue of \$49,545. This revenue was accrued for June 2015, however, so it was backed out of the 2015 revenue. Transient occupancy for quarter ended September 30, 2015 was collected in October and is \$3072 higher than the same quarter last year.

##### **Meals Tax**

Meals tax revenues of \$220,329 were collected in July 2015. Like TO, these revenues were accrued for June 2015 and backed out of 2015 totals. FY2016 revenues collected from August through November are \$12,464 higher than November 2014.

##### **Communications Tax**

Communications tax from the state runs 2 months behind so revenue for November reflects July through September 2015 communications tax which is \$1970 less than prior year.

##### **Sales Tax**

Sales tax from IOW County also runs 2 months behind since it is received from the state. Revenue of \$79,657 represents July through Sep 2015 and is \$540 greater than the same period last year.

##### **Consumption Tax/Utility Tax**

Utility/Consumption taxes are generally very flat and do not vary much from year to year. The November utility tax (for July through October) is \$369 greater than FY2015 and consumption tax is \$553 higher.

##### **Business License Tax**

Business license taxes are due on April 15 so most of this line item is collected in the spring.

The \$19,691 posted through November reflects collection of delinquent licenses for 2012 through 2014 but is primarily (91%) made up of new business and delinquent accounts for 2015.

**Permits & other licenses**

Permits and other licenses are made up of sign permits (\$195), zoning permits (\$2075), yard sale permits (\$420), E&S fees (\$750 from Dominion Bldg for 5 lots on Monticello Ct, \$300 from Atlantic Homes for 112 & 114 St James, and \$150 from Sasser Construction for 1026 Cypress Creek Pkwy), ROW permit (\$2530 including \$2110 from Creative Structures for O'Reilly's Auto Parts), golf cart permit (\$30) and the peg channel fee (Charter-\$925).

**Inspection Fees**

Dominion Building paid \$300 for Monticello Court Lots 53-57, Atlantic homes paid, \$600 for 112 & 114 St. James Ave, and Sasser Construction paid \$300 for 1026 Cypress Creek Pkwy.

**WC Dog Park Registration**

Registrations are \$56 less than November 2015. Registrations are sold throughout the year but most of the revenue is collected in January when the registration fee renews.

**Review Fees**

Review fees through September 2015 are as follows:  
Roddham T. Delk, Jr.- \$150-plat review  
Cypress Creek Development \$300-2 plat reviews  
Dominion Builders-\$150 plan review  
Daniel T Cox-\$150 for plat review 22-01-005A

**Vehicle License Tax**

Vehicle license taxes are included on the personal property tax bills and are largely collected during November and December. Collections through December 23 total \$112,144 (77%) which is \$2967 more than the collections for the same period last year.

**Fines & Costs**

Fines and costs are \$2681 less than revenue for the same period in FY2015. Revenue represents payment for July through September.

**Smithfield Center Vendor Programs**

Vendor revenues are collected in January and February for the upcoming calendar year.

**Kayak Rentals**

Kayak rentals have now been closed for the winter season. They will resume in the spring. Collections to date are \$2796 more than the same period last year.

**Special Events**

Not sure why we are only showing \$45 collected to date. For the same period last year, we had collected \$3994. Will check with Amy regarding this line item when she returns from the holiday.

**Virginia Municipal Group Safety Grant**

The Town applied for annual safety grant funds from the Virginia Municipal Group and received \$4000 for FY2016. This grant has been received annually for the past few years and helps to support safety training and equipment for the public utilities department.

**Reserves-Pinewood Escrow**

As of November 30, 2015 we have used \$29,769 from Pinewood escrow reserves to fund Phase II relocation and acquisition expenses for the year above the amount supported from current meals tax collections and state reimbursements.

**From Operating Reserves**

As of November 30, we utilized \$234,341 of prior year reserves to finance current month operations. Last year we showed a positive \$467,627 of revenues over expenses. Last year, we had collected \$342,908 more in real estate as the bills were mailed earlier because it was not a reassessment year. Also we have spent \$198,973 more in capital with expenses such as the \$100,000 contribution to IOW County for Great Springs Road, \$40,000 for preliminary design and bid work on the old rescue squad building, and \$41,500 for renovations on the old police storage building.

**Intergovernmental Virginia-Law Enforcement**

The law enforcement grant is paid quarterly. The second installment should be reflected in the December statements.

**Intergovernmental Virginia-Asset Forfeiture**

The Police Department received \$2857 in asset forfeiture proceeds but \$1587 of seizure funds had to be turned over to the state. Those funds are reflected under the PD departmental expenses.

**Intergovernmental Federal**

Pinewood Heights CDBG Relocation Grant-Phase II

Received \$81000 in CDBG funds for owner occupied acquisition reimbursement. We will need to amend the 2016 budget to reflect the remainder of Phase II MY2 that was not finished in FY2015.

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**Contributions-Historic Smithfield**

Reimbursement for 1/2 of consulting fees for Pierceville regarding evaluation of the rezoning application and impact on historic district design guidelines as well as historic structures at Pierceville.

**Contributions-Smithfield Foods**

Received 1/2 of \$1,000,000 commitment from Smithfield Foods for the proposed ball field complex.

**Expenses:**

**All Departments**

Salaries

Salaries have been reduced by accrued payroll entries for June 2015.

Insurance

Two quarterly payments have been made to VML for property casualty/workers' compensation insurance.

Dues & Subscriptions

Most of the dues and subscriptions are paid in the first few months of the new fiscal year so percentages will run high in most departments for this line item.

**Town Council**

Legal fees

Includes \$9047 from Troutman Sanders regarding annexation consulting and \$1177 from Wilcox & Savage for human resources consulting (VRS).

Professional services

Professional services paid through November are as follows:  
Frazier Associates-\$1292.50 for Smithfield Cary & Main (Pierceville)  
Insercorp-\$3750-town website design  
Alpha \$2047-Pierceville Property  
Kimley-Horn-\$9200-Smithfield Baseball evaluation  
Canada Land Surveying-\$4500 for Phase I & Phase II Clontz Park

**Treasurer**

Service Contracts

Includes \$9282 to BAI Municipal Software for annual software support services and web payments package. We will be fully utilizing BAI this year as we begin the transition to MUNIS. Also includes monthly maintenance fees of \$174 to Computer Plus (maintenance of all printers) and 2 qrtly payments of \$529.62 to IBM for the AS400.

Cigarette Tax Stamps

Placed an order for one case of stamps (540,000 stamps). This usually lasts an entire fiscal year.

**Police**

**Service Contracts**

Includes \$20,923 to Sungard Public Sector for OSSl system and State Livescan interface, monthly Gately charges (\$634x5=\$3170), RICOH copier charges totaling \$850, Computer Projects of Il, Inc. of \$347 for annual openfox messenger license and maintenance, and \$4434 to ID Networks for annual livescan hardware

and software maintenance.

**Insurance-LODA**

This reflects an annual payment for Line of Duty Act benefits for our certified officers.

**Special Events**

Includes \$283 to AVES for COED PJ at National Night Out (NNO), \$205 to NATW for NNO banner, \$25 for postage related to NNO and \$150 for National Night Out Pizza Party.

**Fire Department**

**Fuel Fund & Travel**

This line item is a budgeted incentive for the volunteer firemen based on the number of calls to which they respond during the year. It is normally paid in the last quarter of the fiscal year.

**State Pass Thru**

The state pass thru funds are contingent upon submission of a request from the local fire department in conjunction with the Town. This application is in process.

**Contributions - Public Safety**

**E911 Dispatch Center**

Currently we are paying a monthly allocation of the Town's communications tax receipts to IOW County as part of its contribution to the central dispatch center. We are still awaiting resolution on the 2015 true up.

**Fire Department Rescue Truck**

Last year installment #5 was paid in January. We have not yet received this year's request. We committed to \$70,000 so we will have 1 additional year after this year.

**Parks Recreation & Cultural**

**Smithfield Center**

**Health Insurance**

This line item will need a budget amendment. We were required to offer health/dental to a part-time employee who met the criteria for coverage eligibility based on the number of hours consistently worked.

**Food Service and Beverage Supplies**

Expenses to date are:  
Spring Lake Bottled Water - \$392.70  
Tidewater Coffee-\$462.50  
Miscellaneous-\$2004.03 -Food Lion, Walmart, Dollar Tree, Dollar General etc (soft drinks, mints, plates, napkins, etc).

**Travel & Training**

Includes \$176 for employee retreat to James City County (paddle boards, kayak, refreshments), \$485 for registration, and \$1131.12 for travel/lodging to the 2015 NRPA Annual Conference-A Musick.

**Advertising**

Cost includes \$3735 to Wedding Wire and \$1315 to Mar-bert & Associates (Hampton Roads Wedding Guide- 1/4 page ad), \$500 to IOW County for ad in VA Travel Guide, \$562.50 to Pilot Medical for ad in VOW Bride, \$249 to the Smithfield Times, \$196 to Printing Service, \$85 to Lois Tokarz for flyers, website graphic & facebook graphic for sunrise kayak tours, 289 to Tidewater Publications for FYI Guide, \$85 to SVFD for ad in its annual calendar, and \$210 for 1000 4"x9" rack cards.

**Event Deposits**

Refunded 7 customers from July through November for a total of \$2650.

**Contributions-Parks, Recreation and Cultural**

**Hampton Roads Planning District Commission**

Two quarterly payments of \$2269. As with last year, the actual invoice is greater than the adopted budget (\$399).

Isle of Wight Arts League

The Town paid its portion of the annual state matching grant and has also remitted the passthrough funding received from the state.

Friends of the Library

Paid \$3052 to The Friends of the Library as approved for needed building improvements.

**Windsor Castle**

Grass Cutting

The total to date represents 16 weeks of grass cutting (\$762.57/cut), 4 charges for weeding, pruning, shaping shrubs (\$775.90 each), and 1 requested mowing at the beer garden (\$175).

Kayak/watersport expenses

Purchase of several paddle boards to add to the list of available rentals at the park.

Professional Services

Alpha Corporation - on call PM Services-Windsor Castle Outbuildings-\$12,187  
Draper Aden-\$8712.50-Windsor Castle Park Expansion/Renovation

**Museum**

Insurance

This was an oversight on my part during budget. Last year we did not include the museum staff in our workers' compensation allocation until year end so they did not get picked when reviewing the 2015 statements for budget projections.

Sales & Use Tax

This line item will increase as gift shop sales increase so even though we are over 63% through 5 months of the year, sales are strong (52% of budget) and will help to support the gift shop.

**Other Parks & Recreation**

Jersey Park Playground

Hardwood Mulch-\$400- black mulch; GameTime-\$1949.23 for replacement slide

Pinewood Playground

Hardwood Mulch-\$400- black mulch

Clontz Park Pier Maintenance

Includes Dominion VA Power for lighting (\$198.26), AVES-porta potties (\$532), Eck Supply-MVR100/Med MH Lamp (\$180), Smithfield Glass & Mirror (\$221.60) for 60 plexiglass lamp lenses, and various small items from True Value (\$92.09).

Cypress Creek No-Wake Zone

L&L Marine-\$875- to post new signs and Major Signs-\$470 for 2 48"x48" epanel reflective signs reading "No Wake"

SNAP Program

This program was established with the community wellness initiative and grant through the Obici Foundation. The program was not budgeted for this year since the Farmers Market had indicated they'd like to go in another direction, but to date they have continued the program and requested reimbursement for market vendors.

Veterans War Memorial

\$402.24 to Bennetts Creek Nurseries for petunias and begonias, \$77.67 to Dominion Virginia Power, and \$47.48 to Southern Shores for monthly landscaping maintenance

Fireworks

Payment to IOW County for town's portion of annual July 4th fireworks.

**Community Development**

Pinewood Heights

We paid moving costs to one Section 8 renter in July -110 Carver and one homeowner-53 Carver- in August. We also acquired one homeowner property and 2 vacant lots in August. In October we were able to relocate the homeowner from 53 Carver who property was purchased in August. There was no activity in November other than payment of consulting fees and demolition of 2 duplexes (checks being held pending completion of site cleanup)

We have received reimbursement of \$81000 from VDHCD. Budget will have to be amended for the remainder of Phase II and the new contract for Phase III.

### **Contributions-Community Development**

Chamber of Commerce

Payment of annual contribution for services provided.

Western Tidewater Free Clinic

Payment of annual contribution as requested by the clinic.

YMCA

This will be included on the January committee agenda for payment in February.

### **Public Buildings**

Contractual

Paid \$3472 to Windsor Fire Extinguisher for annual monitoring/inspections of the Police Dept, Town Manager's Office, and Town Hall and \$3534 to Fonality for phone software & support agreement for Town Hall & PD. Also includes payments to AVES for trash pickup (\$612), Orkin/Terminix (\$1102) for pest control services, Windsor Fire Extinguisher Service (\$1327) for labor to replace batteries in key fobs & isolate panel faults (TH), troubleshoot gamewell panel and FACP fault, and replace fire alarm horn strobe at PD, Windsor Fire Extinguisher Service (\$393) for service call to PD regarding smoke detector, and \$408 to CDW for software protection (24 @ \$17 each).

### **Other Financing Uses**

Transfers to Restricted Reserves-Special Projects-Ball Field

We received \$500,000 from Smithfield Foods to be used exclusively for the Ball Fields. Those funds are shown as revenue and then shown as a transfer to restricted reserves to remove them from available operating revenues.

### **CAPITAL OUTLAY**

### **COMMUNITY DEVELOPMENT**

Pinewood Heights

Purchased one owner occupied property and 2 vacant lots.

### **PARKS, RECREATION AND CULTURAL**

Smithfield Center Main Hall Speaker System

Paid Productive AV for installation of budgeted Main Hall Speaker system.

WC Park Building Stabilization

Paid THG Construction \$9940 for work on the outbuildings.

### **PUBLIC SAFETY**

Police Vehicles

Purchased 3 police vehicles from Southern Dodge Auto Group as budgeted and included outfitting from Atlantic Communications.

Police Equipment - Tasers

Non-budgeted item approved by council to replace outdated tasers. A budget amendment will be made to reflect this expense.

Tough Book MDTS

3 New toughbooks for the 3 new vehicles.

In-Car Cameras

Purchased for the 3 new police vehicles.

## **PUBLIC WORKS**

### Great Springs Road Public Sidewalk

Budgeted contribution to IOW County for sidewalk project-Might need to be moved to operations side of financial statement.

## **PUBLIC BUILDINGS**

### Police Evidence Building Improvements

Spent \$40015 to date on project management and architectural services for renovation of the old rescue squad building.

### Storage Building Improvements

Paid T H G Corporation \$41,500 through November for improvements to the old storage building located behind the PD to be used for records by the TM department.

### Atlantic Constructors

Processed a check for \$5765 for new 4-ton split system at PD. The check has been held pending an actual invoice. We only received a proposal.

## **SEWER**

### **Revenues**

#### Sewer Charges/Sewer Compliance

Sewer revenues including the sewer compliance fee billed for July were accrued on the June 2015 financial statements. Half of the August billing was also accrued. The Jul/Aug billings/consumption are reflected in the graphs in order to show continuous data for the utility system. As of November 30 the sewer charges are \$11,659 lower than prior year. Sewer compliance fees are fairly steady since they are fixed charges based on connections. Year to date September is \$616 higher than prior year.

#### Connection Fees

Connection fees are collected sporadically throughout the fiscal year. In the month of July, we received payment for 6 connections at \$1580 (5/8" meters), one at \$2250 in August (3/4" meter) and 3 at \$1580 (5/8" meters) for November putting us at almost 42% of budget.

### **Expenses**

#### Salaries

Salaries have been reduced by accrued payroll entries for June 2015.

#### Uniforms

Sewer running slightly over budget with addition of 2 maintenance helpers (50% sewer) to be outfitted (set up fees).

#### HRPDC-Sewer Programs

Paid 2 quarters to Hampton Roads Planning District Commission for wastewater program.

#### Insurance

Represents payment of 2 quarters to VML for property/casualty and workers' comp insurance.

#### Materials & supplies

Includes \$4142 in diesel pump rentals with Xylem as part of storm preparation. Also includes \$2307 (1/2 of charges) for gasalert system to be offset by VML Safety Grant (to be moved from general fund), and \$950 (1/2 of charges) for heavy patch to level up ground manholes in Waterford Oaks.

## **Nonoperating Revenues (Expenses)**

### Pro-rata share fees

Received \$2400 from Atlantic Homes for 112 & 114 St. James.

### Availability fees

Like connection fees, we have received 9 at \$4120 each and 1 at \$6320.

### Interest Expense

Made payment on the 2 refinanced loans with VML VACO. This is a semi-annual payment.

## **WORKING ADJUSTMENTS TO CAFR**

### Additional debt service costs-principal expense

The refinanced loan is paid semi-annually but only has one principal payment for the year.  
The next payment will be interest only.

## **SEWER CAPITAL**

### MOA Flow Monitoring

Paid \$7700 to REW for installation of flowmeter at Pinewood Pump Station, \$7600 at Moonefield Pump Station, and \$6000 at Morris Creek Pumping Station

### Watson Wet Well

REW Corporation-\$8900 for labor and materials for removal and reinstallation of hatch, pump, guide rails, vent piping, suction piping, and reconnect of pump leads.

\$9710 to Commonwealth Epoxy Coatings Inc- wet well rehab at Watson Drive Pump Station

### Sewer Main Repair-200 Block of Main Street

Paid Lewis Construction \$17753 for repairs to 200 Block of Main Street.

### Main Street & Mason St. CCTV and CIPP Lining

Paid \$9054.60 to Lewis Construction for remaining balance of contract work totaling \$39,899.95 (in prior year).

### Sewer Capital Repairs

\$20,526 to Lewis Construction for S Mason St - sewer lateral rehab

\$8605 to Lewis Construction for extra new sewer lateral-Windsor Ave.

## **WATER**

### **Revenues**

#### Water Charges/Debt Service Revenue

Like sewer, water revenues including the debt service fee billed for July were accrued on the June 2015 financial statements. Again, half of the August billing was accrued for June 2015 and the other half is shown on the August statements. This holds true for the debt service revenue as well. The graphs again show the Jul/Aug billings/consumption for tracking/trend purposes. As of November 30 the water charges are \$63,889 lower than prior year (prior year error in Book #12 of \$43,592 not corrected until February). Even without that error, billing would be \$20,297 less than prior year as of the end of November (most in book 12- will prepare a comparison of individual accounts within that book to see if there are any other significant changes.) Debt service is a flat fee based on connections so it does not fluctuate significantly. Debt service revenues through November are \$287 higher than prior year.

#### Connection Fees

The Town has collected on 9 accounts at \$660 (5/8" meters) and 1 at \$700 (3/4" meter).

### **Expenses**

#### Salaries

Salaries have been reduced by accrued payroll entries for June 2015.

#### Contractual

Paid \$5055 to HD Supply for annual Neptune support contract for meter reading equipment and \$850 for Software support. These expenses were budgeted. Also paid JR Reed \$1921 for water sample testing.

#### Water Tank Maintenance

First quarterly payment to Caldwell for water tank maintenance as per our contract.

#### Professional Services

Includes \$11,165 to Draper Aden for Well Nest/DEQ GWWP Compliance.

Paid \$400 to Draper Aden to Smithfield Policy Review-Utilities

Paid \$5451 to Kimley Horn for WTP Project Management & Testing.

HRPDC-Regional Water Supply

Paid 2 quarters to Hampton Roads Planning District Commission for regional water program.

Insurance

Represents payment of 2 quarters to VML for property/casualty and workers' comp insurance.

Miscellaneous

Includes a quarterly payment to VDH-Waterworks Technical Assistance Fund (\$2,184.48). This is billed annually and is based on the number of water customers in the town's system. The rate for this billing is \$2.95 per connection.

Travel & Training-RO

VT Continuing Education-registration (Jack Reed, Jessie Snead) and lodging, Water Jam-training Dale Wall

Maintenance & Repairs-RO Plant

Includes \$5954 paid to REW for repairs at WTP for lightning damage causing defective equipment and \$5270 to Rosemount Inc for magnetic flowmeter flowtubes and transmitters.

**Nonoperating Revenues (Expenses)**

Pro-rata share fees

Received \$2400 from Atlantic Homes for 112 & 114 St. James.

Availability Fees

We have received 9 at \$2720 and 1 at \$4360.

Insurance Recoveries

Received \$15405 from VML for repairs for lightening damage at RO plant.

Interest Expense

Represents payment on the 2 refinanced loans and the one remaining loan through VML VACO that are paid semi-annually.

**WORKING ADJUSTMENTS TO CAFR**

Additional debt service costs-principal expense

Principal was paid for the 3 VML VACO Loans. These are all paid semi-annually. There is one principal payment remaining for the year.

**Water Capital**

System Improvements

Paid Lewis Construction \$5400 for new 3/4 water service completion on S Mason

**HIGHWAY**

**Revenues**

Revenue-Commonwealth of Virginia

Our first quarterly payment for the new fiscal year was received on September 29, 2015. The payment is higher than originally budgeted and should net an additional \$42,545 for the year.

**Expenses**

Salaries

Salaries have been reduced by accrued payroll entries for June 2015.

Insurance

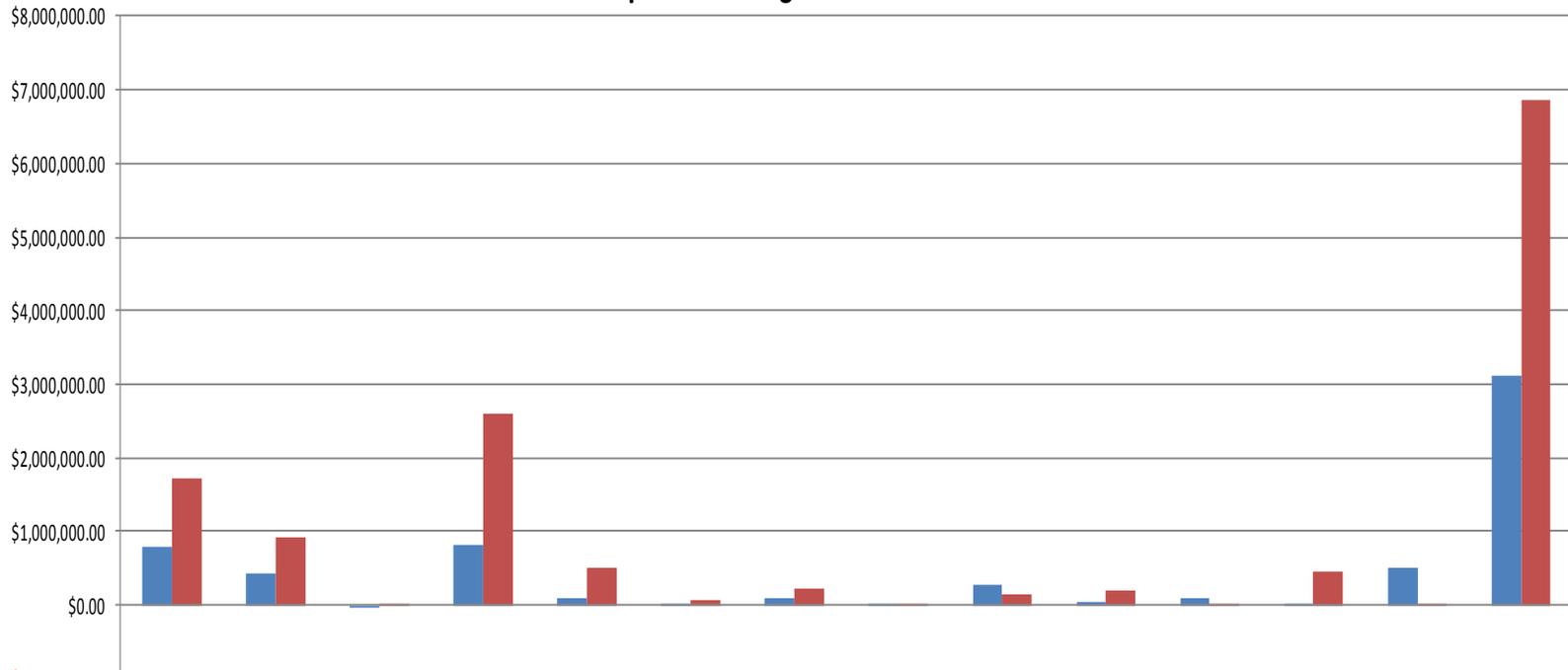
Represents 2nd of 4 quarterly payments to VML for property/casualty and workers' comp insurance.

Stormwater Management Program (regional)

Represents two quarterly payments to HRPDC for the storm water program.

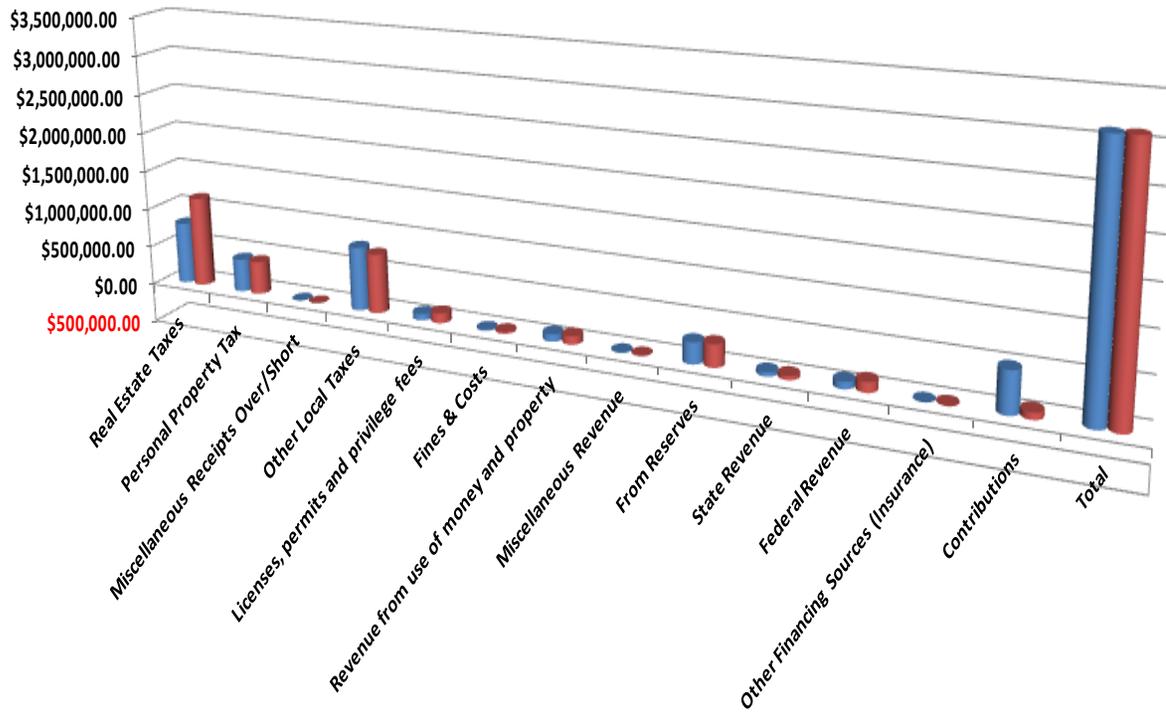
# NOV 2015 FINANCIAL GRAPHS

### Nov 2015 YTD General Fund Revenues Compared to Budget



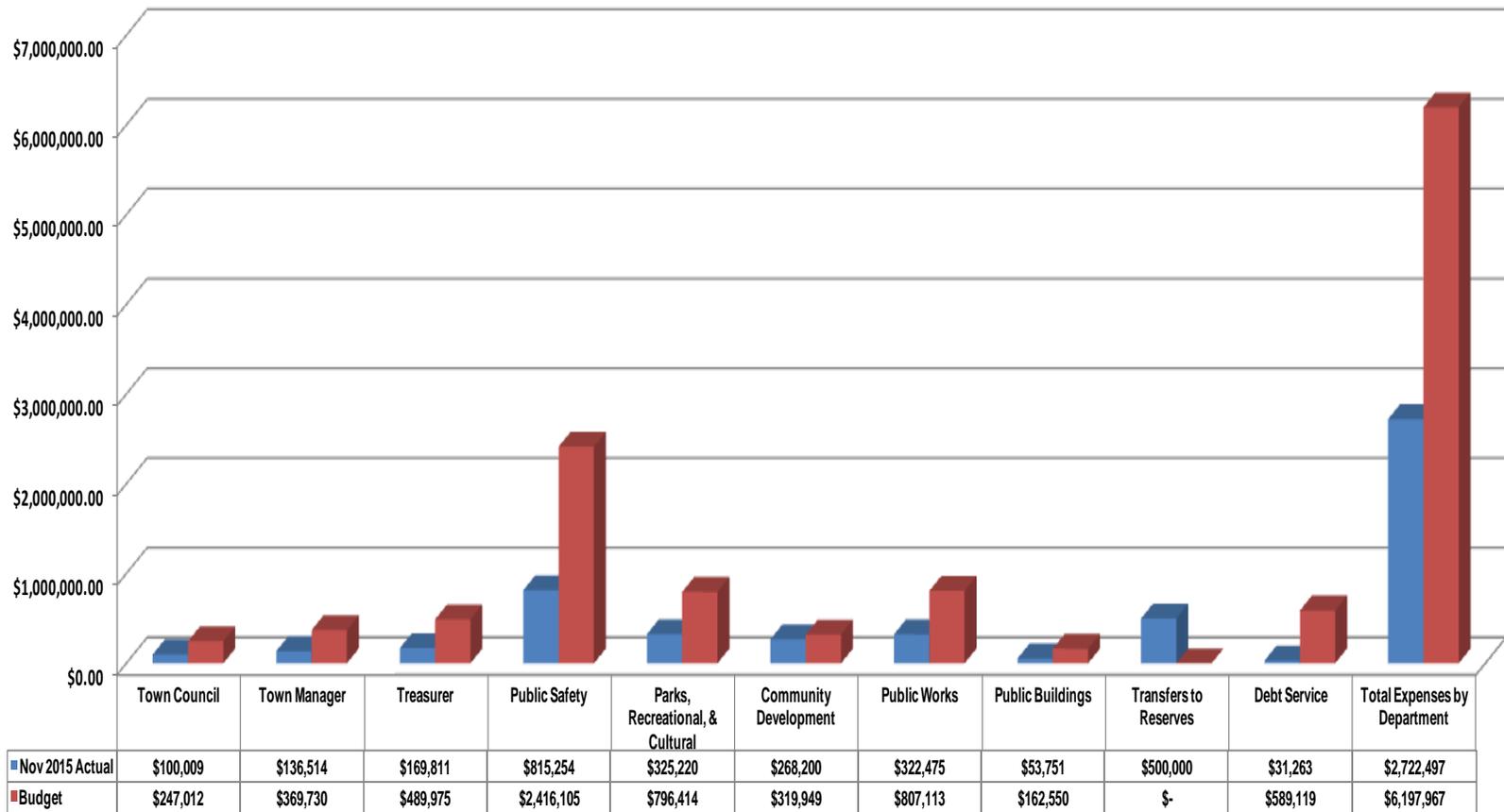
	Real Estate Taxes	Personal Property Tax	Misc. Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Misc. Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources	Contributions	Total
■ Nov 2015 Actual	\$786,830	\$419,746	\$(5)	\$804,348	\$80,081	\$15,851	\$88,854	\$5,057	\$264,110	\$50,049	\$84,709	\$342	\$507,808	\$3,107,780
■ Budget	\$1,724,705	\$914,500	\$15	\$2,601,353	\$516,000	\$70,000	\$221,667	\$6,000	\$142,510	\$196,395	\$2,250	\$450,000	\$22,190	\$6,867,585

### Nov 2015 YTD General Fund Revenue Compared to Nov 2014

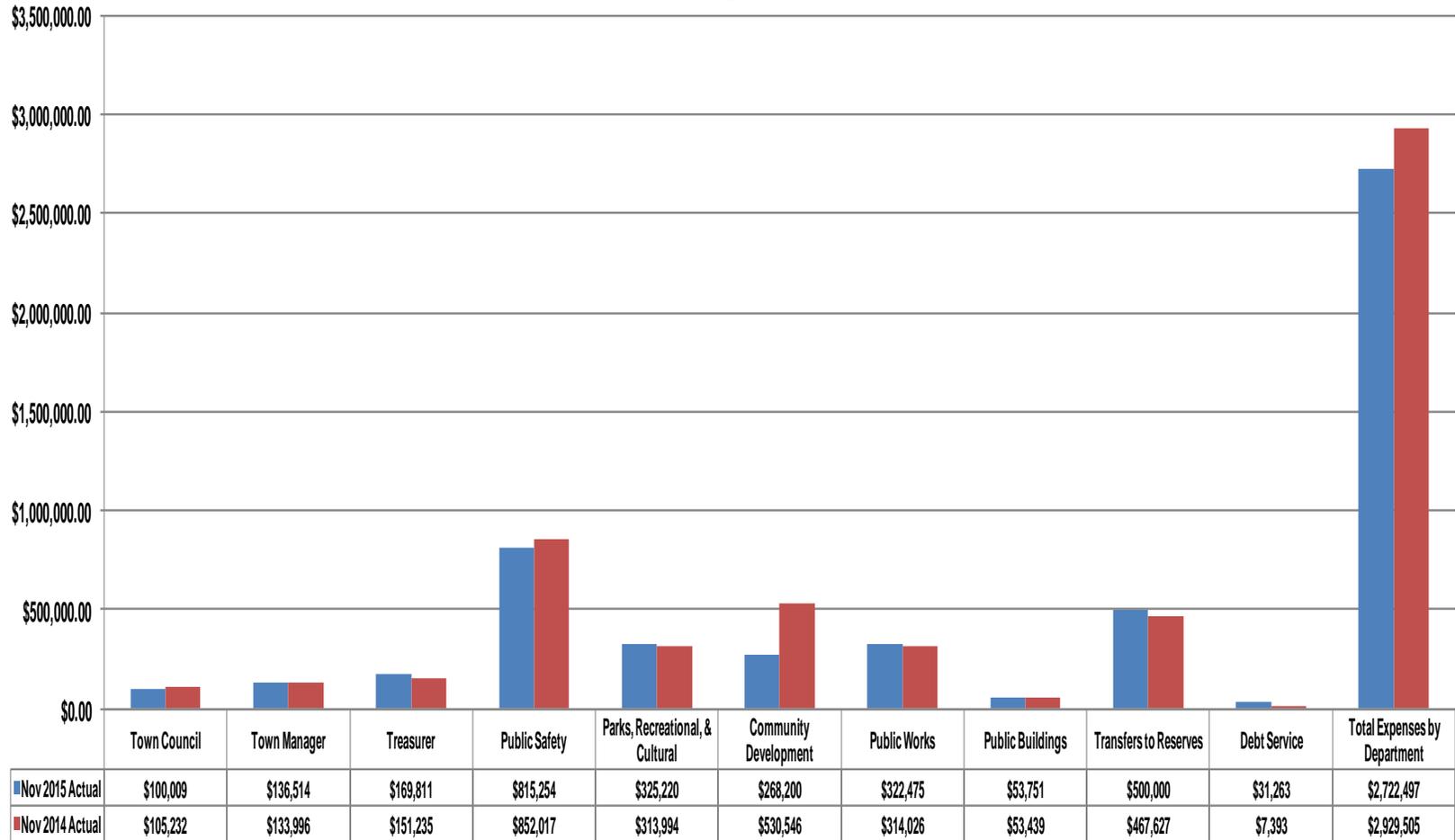


	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ Nov 2015 Actual	\$786,830	\$419,746	\$(5)	\$804,348	\$80,081	\$15,851	\$88,854	\$5,057	\$264,110	\$50,049	\$84,709	\$342	\$507,808	\$3,107,780
■ Nov 2014 Actual	\$1,147,547	\$419,068	\$(6)	\$746,128	\$123,416	\$24,651	\$102,778	\$5,459	\$279,877	\$49,137	\$125,800	\$8,341	\$83,620	\$3,115,816

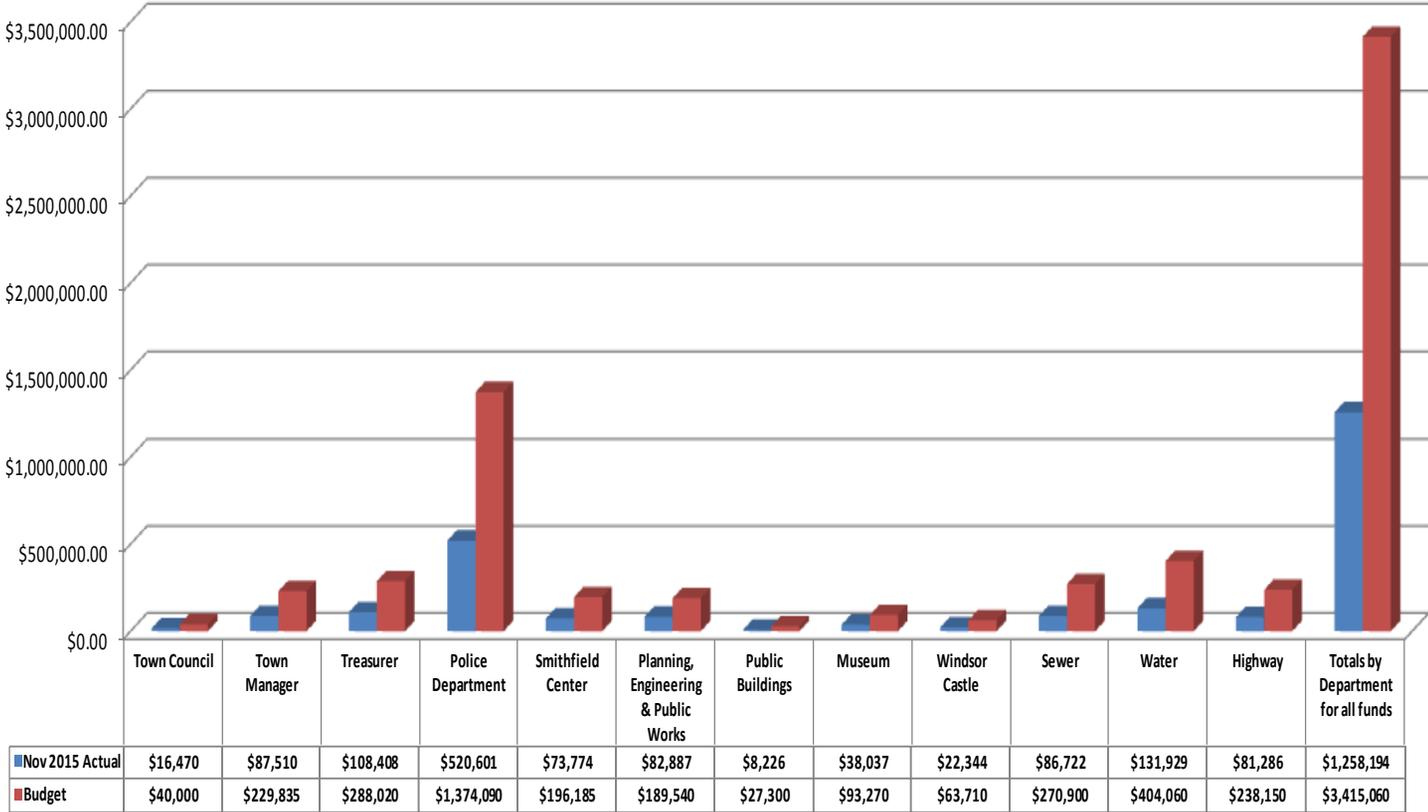
### Nov 2015 YTD General Fund Operating Expenses Compared to Budget



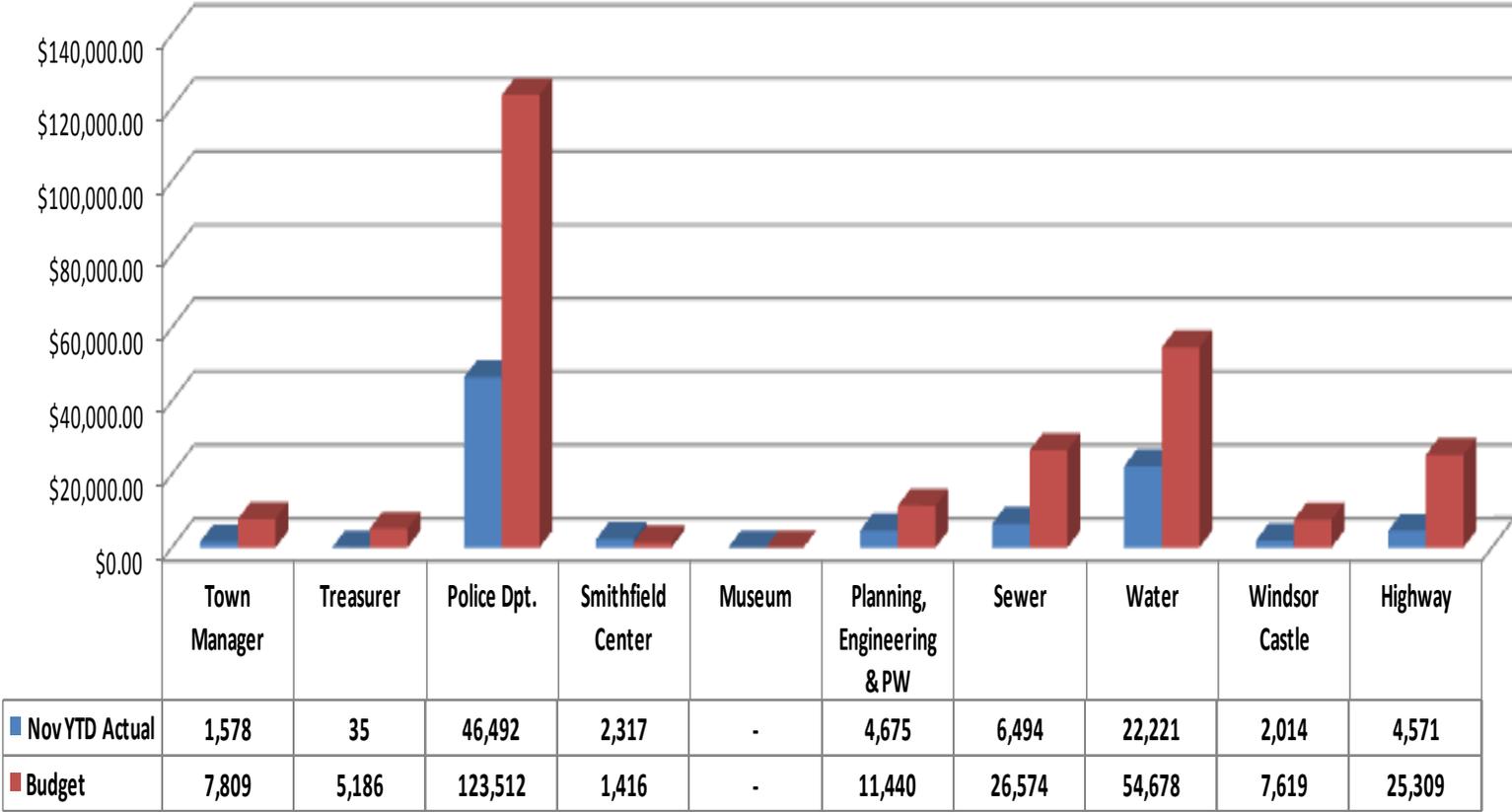
### Nov 2015 YTD General Fund Operating Expenses Compared to Nov 2014



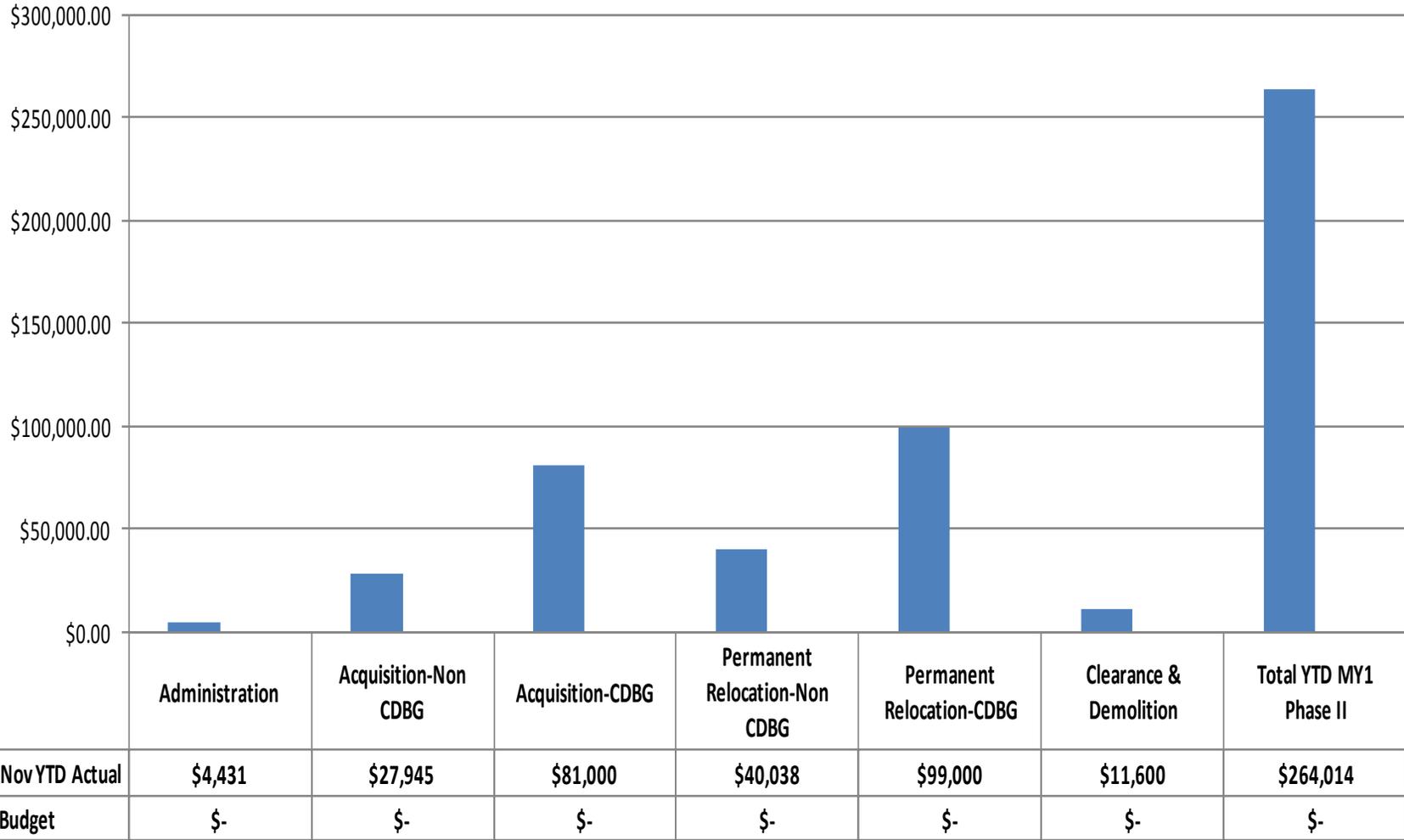
### Nov 2015 YTD Salaries to Budget by Department



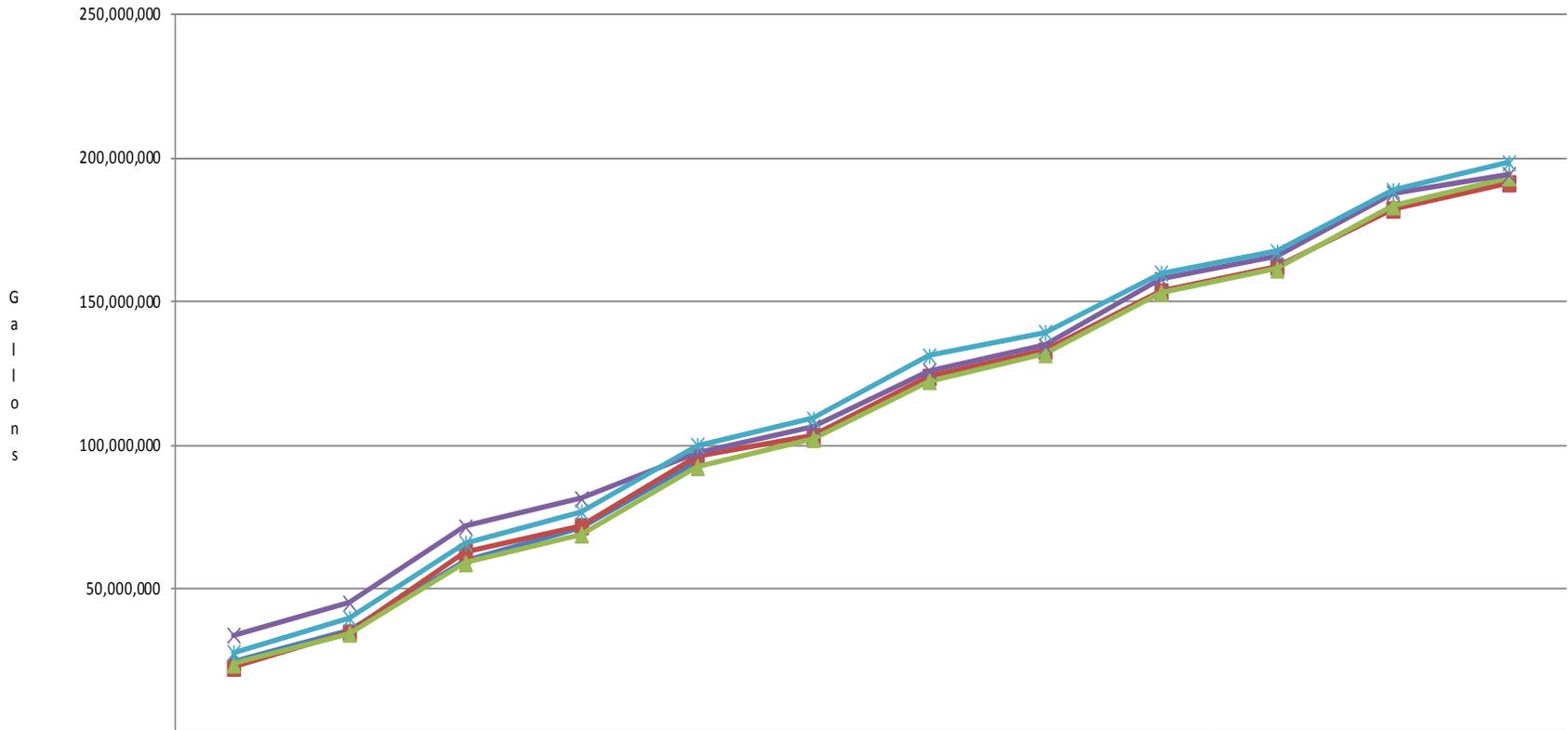
## November YTD Overtime Compared to Budget



## Nov YTD Pinewood Heights Expenses Phase II

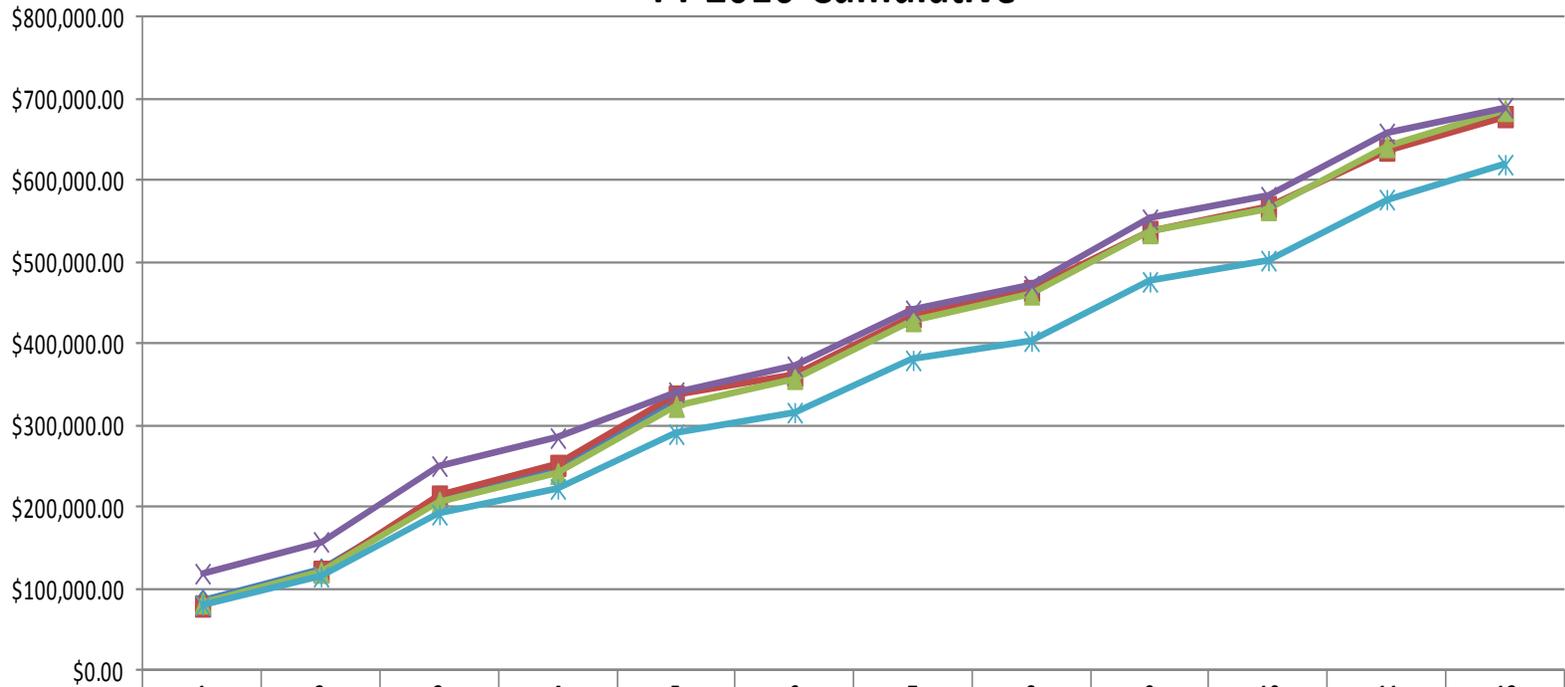


## Nov 2015 YTD Sewer Consumption Compared to FY 2012 through FY 2016-Cumulative



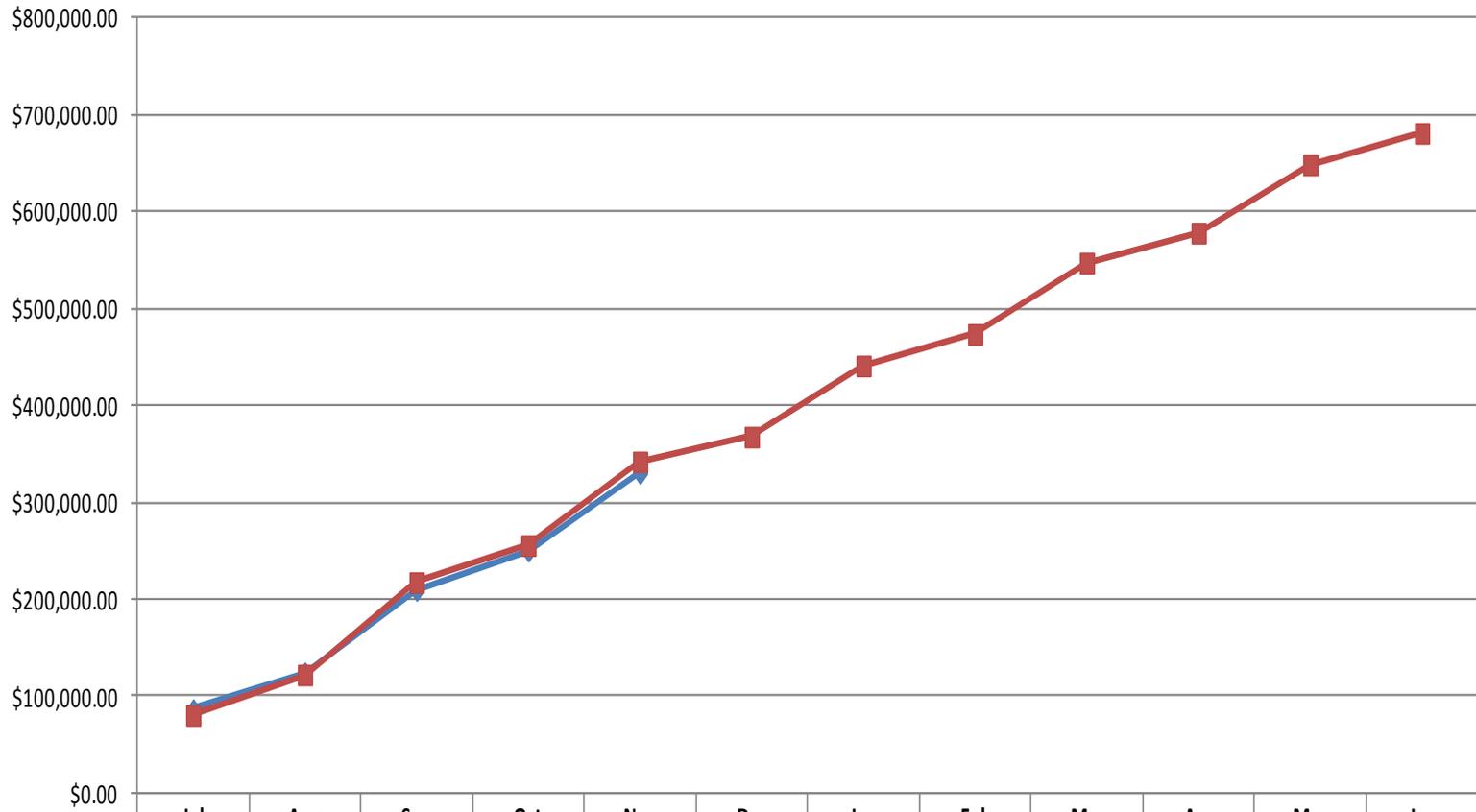
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Actual 2016	24,711,665	35,276,564	59,786,489	71,414,518	94,269,420							
Actual 2015	22,583,960	34,790,190	62,979,178	71,856,635	96,101,586	103,304,073	123,867,964	133,049,654	153,682,428	162,403,071	182,206,163	191,351,529
Actual 2014	23,711,729	34,435,081	58,989,250	69,008,854	92,484,337	102,276,394	122,469,679	131,824,210	153,256,955	161,332,737	183,366,226	193,421,309
Actual 2013	33,911,769	45,062,012	71,593,279	81,409,491	97,395,860	106,483,452	126,026,878	134,663,193	157,879,018	165,808,355	187,913,876	194,386,925
Actual 2012	27,823,246	39,800,726	66,015,985	76,887,610	100,046,367	109,153,641	131,185,269	139,374,388	160,052,488	167,499,468	188,827,259	198,463,933

## Nov 2015 YTD Sewer Charges Compared to FY 2012 through FY 2016-Cumulative



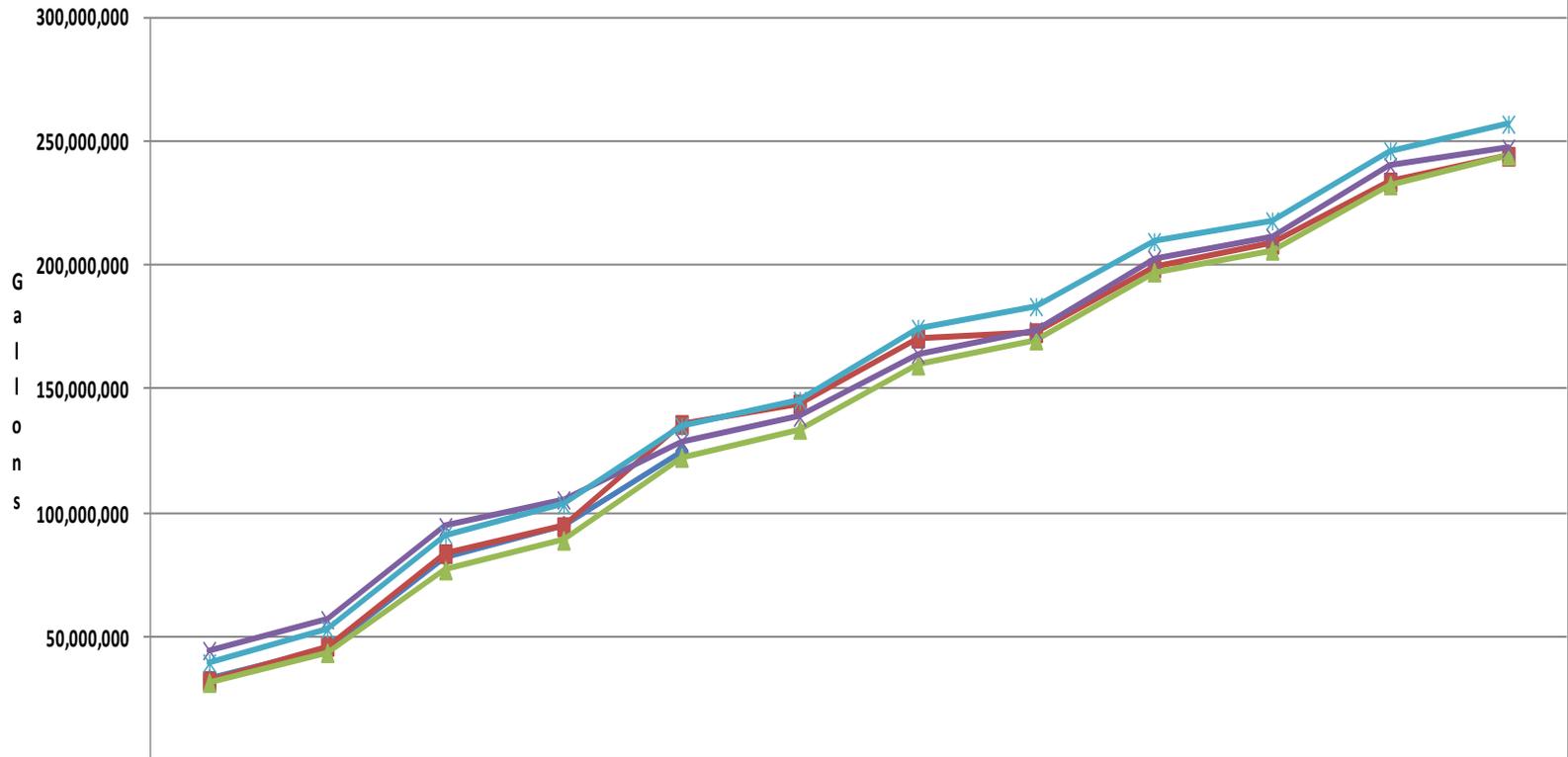
	1	2	3	4	5	6	7	8	9	10	11	12
Actual 2016	\$86,610	\$124,575	\$209,356	\$249,969	330,109							
Actual 2015	\$79,173	\$121,776	\$213,936	\$251,556	\$336,461	\$361,634	\$433,773	\$465,867	\$538,259	\$568,628	637,878	\$678,940
Actual 2014	\$83,143	\$120,581	\$206,649	\$241,641	\$323,955	\$358,154	\$428,999	\$461,656	\$536,821	\$565,053	\$642,258	\$686,501
Actual 2013	\$118,797	\$157,727	\$250,727	\$285,025	\$341,149	\$372,882	\$441,445	\$471,585	\$553,055	\$580,733	\$658,298	\$689,925
Actual 2012	\$80,521	\$115,171	\$191,175	\$222,639	\$289,759	\$316,129	\$380,159	\$403,869	\$476,417	\$502,434	\$577,243	\$620,009

## Nov 2015 Sewer Charges Compared to Pro-Rated Budget-Cumulative



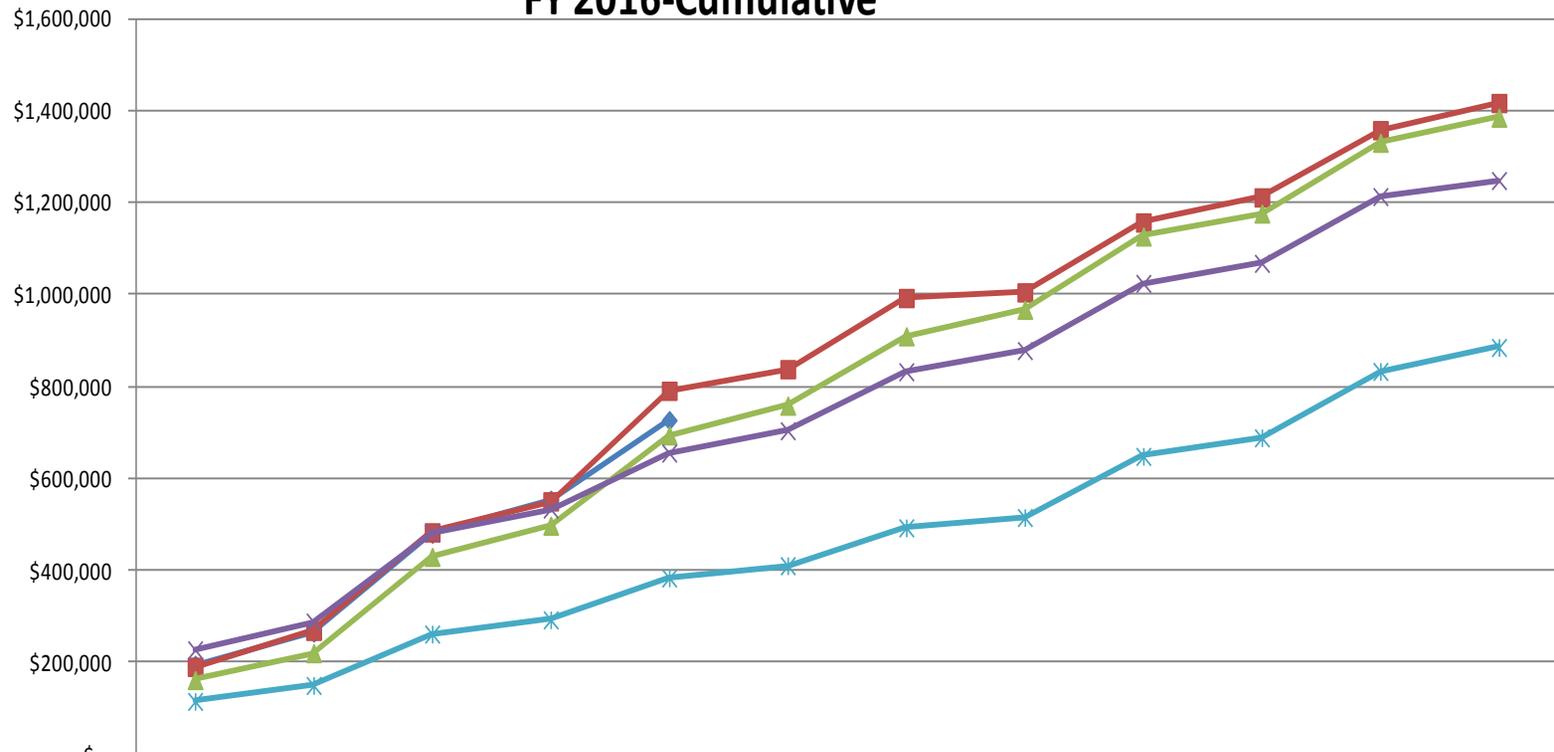
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Actual	\$86,610	\$124,575	\$209,356	\$249,969	\$330,109							
Pro-rated budget	\$80,503	\$122,252	\$217,527	\$255,779	\$342,110	\$367,705	\$441,055	\$473,688	\$547,295	\$578,173	\$648,585	\$681,000

## Nov 2015 YTD Water Consumption Compared to FY 2012 through FY 2016-Cumulative



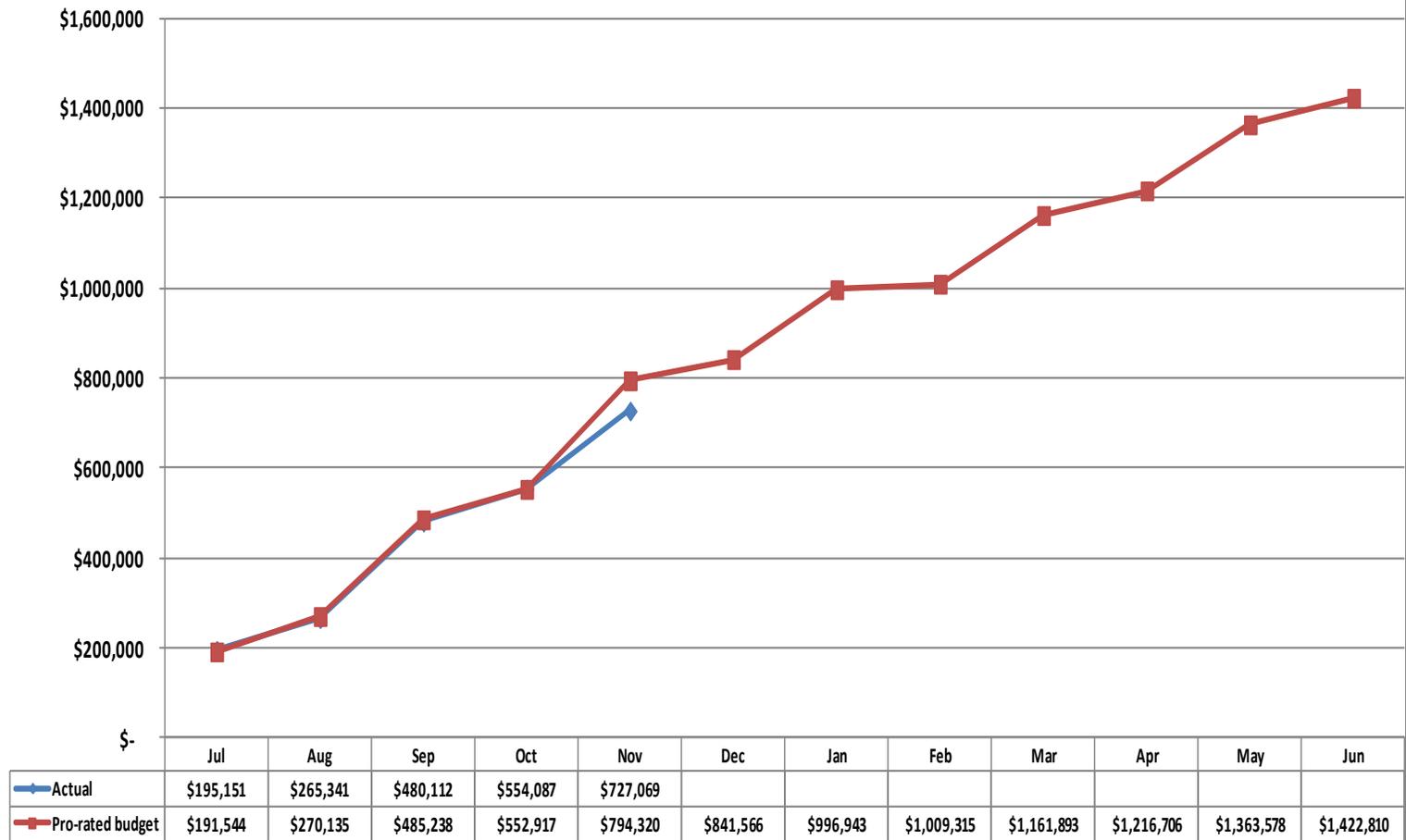
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Actual 2016	33,345,698	45,575,018	82,213,918	95,233,200	124,916,853							
Actual 2015	32,543,946	46,381,849	83,717,381	94,618,596	135,856,212	144,135,476	170,692,715	172,855,828	198,978,064	208,583,793	233,639,239	244,018,141
Actual 2014	31,749,642	43,797,350	77,174,945	89,152,152	122,522,143	133,890,140	159,783,952	169,928,989	197,320,179	206,101,868	232,463,183	244,409,634
Actual 2013	44,653,181	57,074,240	94,602,553	105,404,177	128,910,557	138,750,710	164,151,162	173,654,567	202,512,698	211,359,247	239,897,757	247,266,148
Actual 2012	39,688,782	53,256,900	91,356,629	103,459,078	135,117,221	145,533,600	174,583,031	183,366,490	209,554,614	217,888,180	246,182,751	256,982,334

## Nov 2015 YTD Water Charges Compared to FY 2012 through FY 2016-Cumulative

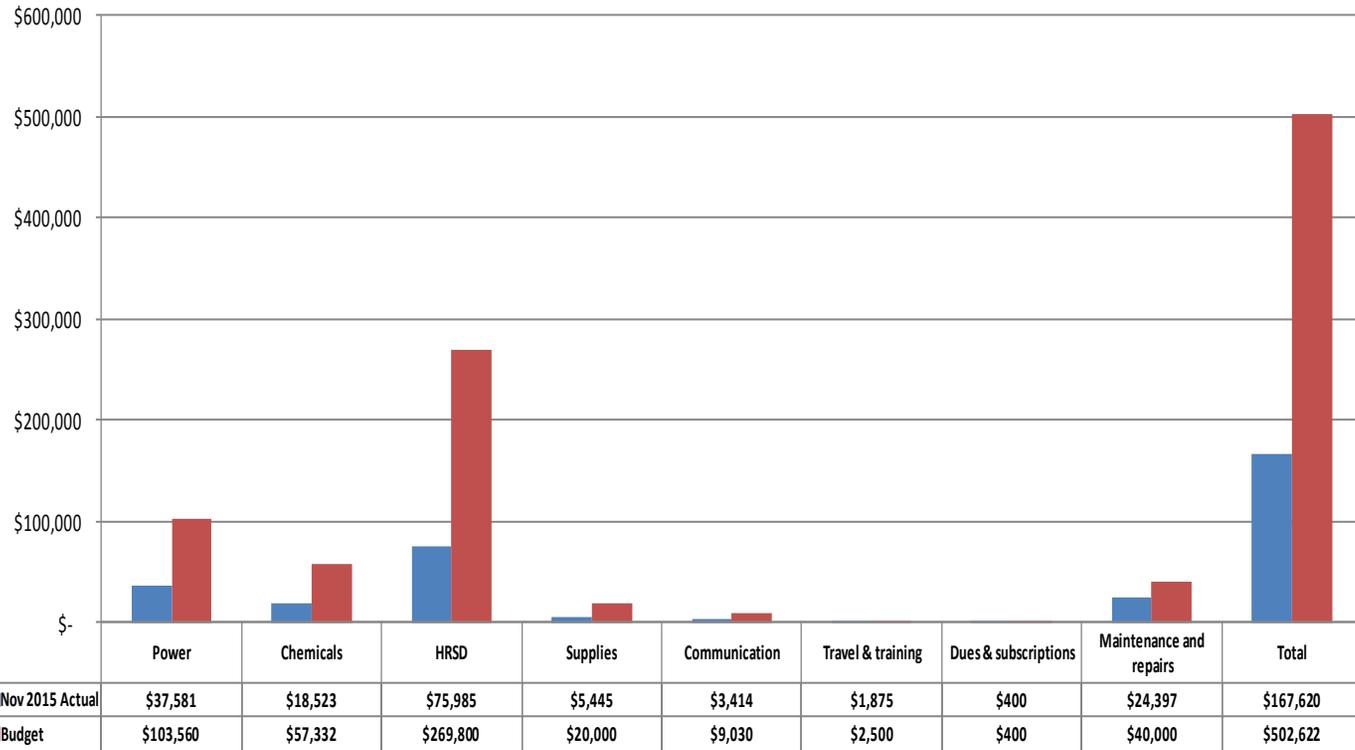


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Actual 2016	\$195,151	\$265,341	\$480,112	\$554,087	\$727,069							
Actual 2015	\$190,721	\$268,975	\$483,155	\$550,543	\$790,909	\$837,952	\$992,662	\$1,004,981	\$1,156,903	\$1,211,481	1,357,721	\$1,416,698
Actual 2014	\$162,142	\$220,610	\$429,895	\$497,820	\$694,190	\$758,773	\$909,556	\$967,195	\$1,126,674	\$1,176,559	\$1,330,382	\$1,384,968
Actual 2013	\$227,860	\$288,112	\$481,390	\$533,789	\$655,555	\$704,067	\$832,302	\$878,447	\$1,024,546	\$1,068,017	\$1,213,227	\$1,248,050
Actual 2012	\$115,583	\$150,181	\$261,961	\$292,821	\$383,979	\$410,562	\$492,964	\$515,361	\$648,258	\$688,672	\$833,080	\$885,260

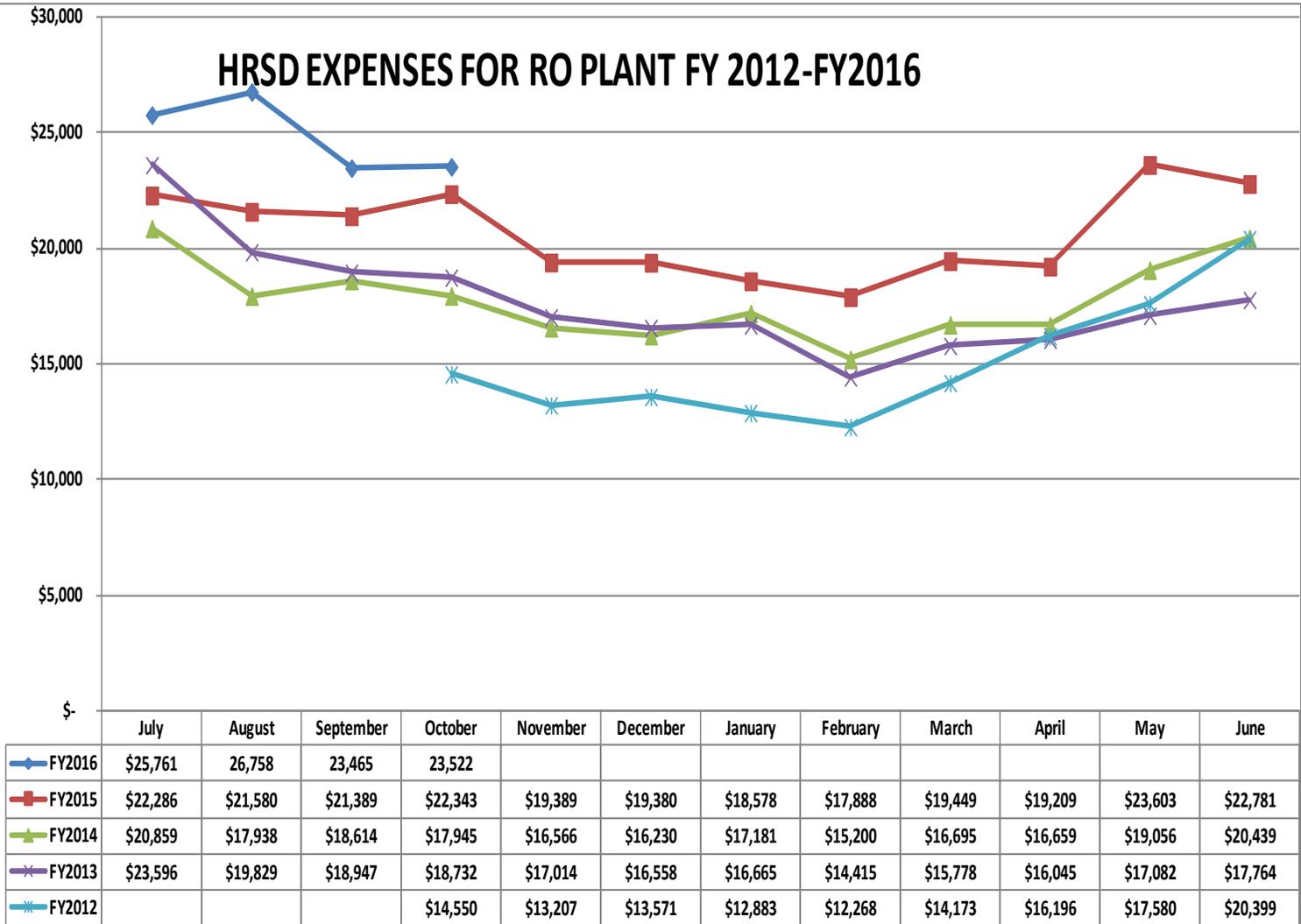
## Nov 2015 YTD Water Charges Compared to Pro-Rated Budget-Cumulative



## Nov 2015 YTD RO Expenses by Category



### HRSD EXPENSES FOR RO PLANT FY 2012-FY2016



**HRSD Charges to date per month**

1 CCF=748 gallons

Billing Date	Read Date	Usage per HRSD	Rate	Charge	Comparison thru October	
					Usage	Charge
11/13/2011	10/31/2011	3,568,426	3.05/CCF	14,550.33		
12/13/2011	11/30/2011	3,238,929	3.05/CCF	13,206.81		
1/13/2012	12/31/2011	3,328,126	3.05/CCF	13,570.67		
2/21/2012	1/31/2012	3,159,403	3.05/CCF	12,882.59		
3/19/2012	2/29/2012	3,008,612	3.05/CCF	12,267.71		
4/12/2012	3/31/2012	3,475,852	3.05/CCF	14,173.05		
5/16/2012	4/30/2012	3,972,056	3.05/CCF	16,196.11		
6/17/2012	5/31/2012	4,309,462	3.05/CCF	17,580.20		
7/13/2012	6/30/2012	5,002,760	3.05/CCF	20,399.01		
		<u>33,063,626</u>		\$ 134,826.48		
8/20/2012	7/31/2012	5,364,598	3.29/CCF	23,595.55		
9/14/2012	8/31/2012	4,508,384	3.29/CCF	19,829.82		
10/20/2012	9/30/2012	4,307,656	3.29/CCF	18,946.78		
11/19/2012	10/31/2012	4,258,732	3.29/CCF	18,731.62	18,439,370	81,103.77
12/17/2012	11/30/2012	3,868,188	3.29/CCF	17,013.91		
1/12/2013	12/31/2012	3,764,536	3.29/CCF	16,557.91		
2/15/2013	1/31/2013	3,788,872	3.29/CCF	16,664.84		
3/14/2013	2/28/2013	3,277,364	3.29/CCF	14,415.14		
4/18/2013	3/31/2013	3,587,116	3.29/CCF	15,777.52		
5/16/2013	4/30/2013	3,647,920	3.29/CCF	16,045.00		
6/13/2013	5/31/2013	3,883,704	3.29/CCF	17,082.01		
7/11/2013	6/30/2013	4,038,800	3.29/CCF	17,764.36		
		<u>48,295,870</u>		\$ 212,424.46		
8/14/2013	7/31/2013	4,395,136	3.55/CCF	20,859.45		
9/16/2013	8/31/2013	3,779,664	3.55/CCF	17,938.15		
10/17/2013	9/30/2013	3,922,112	3.55/CCF	18,614.43		
11/18/2013	10/31/2013	3,780,992	3.55/CCF	17,944.54	15,877,904	75,356.57
12/13/2013	11/30/2013	3,490,432	3.55/CCF	16,565.72		
1/17/2014	12/31/2013	3,419,744	3.55/CCF	16,230.25		
2/11/2014	1/31/2014	3,620,040	3.55/CCF	17,180.58		
3/14/2014	2/28/2014	3,202,720	3.55/CCF	15,200.04		
4/16/2014	3/31/2014	3,517,704	3.55/CCF	16,694.94		
5/27/2014	4/30/2014	3,510,032	3.55/CCF	16,658.73		
6/14/2014	5/31/2014	4,015,224	3.55/CCF	19,056.40		
7/21/2014	6/30/2014	4,306,496	3.55/CCF	20,438.77		
		<u>44,960,296</u>		\$ 213,382.00		
8/19/2014	7/31/2014	4,352,480	3.83/CCF	22,286.00		
10/2/2014	8/31/2014	4,214,710	3.83/CCF	21,580.52		
11/20/2014	9/30/2014	4,177,303	3.83/CCF	21,389.02		
11/20/2014	10/31/2014	4,363,507	3.83/CCF	22,342.69	17,108,000	87,598.23
12/17/2014	11/30/2014	3,786,703	3.83/CCF	19,388.99		
1/14/2015	12/31/2014	3,784,965	3.83/CCF	19,380.18		
2/18/2015	1/31/2015	3,628,334	3.83/CCF	18,578.18		
3/13/2015	2/28/2015	3,493,560	3.83/CCF	17,888.02		
4/28/2015	3/31/2015	3,798,382	3.83/CCF	19,449.12		
5/31/2015	4/30/2015	3,751,512	3.83/CCF	19,208.98		
6/30/2015	5/31/2015	4,609,730	3.83/CCF	23,603.14		
7/22/2015	6/30/2015	4,449,108	3.83/CCF	22,780.84		
		<u>48,410,294</u>		\$ 247,875.68		
8/18/2015	7/31/2015	4,665,711	4.13/CCF	25,761.29		
9/21/2015	8/31/2015	4,846,280	4.13/CCF	26,758.27		
10/13/2015	9/30/2015	4,249,862	4.13/CCF	23,465.01		
11/16/2015	10/31/2015	4,260,123	4.13/CCF	23,522.00	18,021,976	99,506.57

# DRAFT AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 4 day of January in the year 2016  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Town of Smithfield  
315 Main Street  
Post Office Box 246  
Smithfield, Virginia 23431

and the Contractor:  
(Name, legal status, address and other information)

J&B Hartigan Incorporated  
103 Adams Court  
Carrollton, VA. 23314

for the following Project:  
(Name, location and detailed description)

Town of Smithfield – Police Evidence Storage Building  
1804A South Church Street  
Smithfield, Virginia 23430

Project generally consists of the renovation of the existing 7,000 square foot former Isle of Wight County Rescue Squad Building to accommodate the Town of Smithfield Police Department and specifically the Property and Evidence Control Division. The Scope of Work will generally be consistent with conceptual floor plan, attached as Exhibit A, which indicates the infill of three existing doors and two windows, installation of three new doors, and construction of one new partition.

The renovation shall also consist of the following:

1. Replacing existing roof
2. Replacing interior finishes including ceilings and flooring
3. Replacing exterior overhead doors
4. Security upgrades consisting of a proximity card access system
5. Replace the existing HVAC system and provide required ventilation for evidence storage area

Replacing existing interior lighting

The Architect:  
(Name, legal status, address and other information)

Moseley Architects P.C.  
3200 Norfolk Street  
Richmond, Virginia 23230

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement is January 6, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire must by April 15, 2016. Final Completion of the work including all punch list and corrective work shall be achieved by no later than May 1, 2015.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Fifty Nine Thousand Dollars (\$459,000.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 NA

§ 4.3 Unit prices, if any:

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Sinage as Directed by the Owner	Five Thousand Dollars (\$5,000.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: NA

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Brian Camden  
Program Manager  
Alpha Corporation

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in Circuit Court, Isle of Wight County, VA

Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Zero %

§ 8.3 The Owner’s representative:  
(Name, address and other information)

Brian Camden  
295 Bendix Road, Suite 340  
Virginia Beach, VA. 23452  
Mobile: (757) 567-8865  
Office: 419-2306  
E-Mail: Brian.Camden@alphacorporation.com

§ 8.4 The Contractor’s representative:  
(Name, address and other information)

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Contractor shall provide prompt written notice to the Owner and Architect if the Contractor becomes aware of any defect(s) or suspected defect(s) in the Architect’s professional services or Instruments of Service, so that the Architect may be afforded the opportunity to address such alleged defect(s). The Contractor shall include in any Sub-Contractor Agreements a similar notification requirement on the part of the Sub-Contractor. Failure by the Contractor to promptly notify the Owner and Architect in writing of the discovery or suspicion of such defect(s) of which the Contractor is aware shall relieve the Owner and Architect of liability for any damages caused by the defect(s) in excess of the damages that would have been incurred if the Contractor had given prompt notification to the Owner and Architect when such defect(s) were first discovered or suspected by the Contractor and the Architect had promptly corrected such defects.<—>

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<u>DIVISION</u>	<u>1</u>	<u>GENERAL REQUIREMENTS</u>
Section	011000	Summary
	012500	Substitution Procedures
	012900	Payment Procedures
	013100	Project Management and Coordination
	013200	Construction Progress Documentation
	013300	Submittal Procedures
	014000	Quality Requirements
	014200	References
	014520	Testing, Adjusting, and Balancing
	015000	Temporary Facilities and Controls
	016000	Product Requirements
	017300	Execution
	017700	Closeout Procedures

DIVISION      2      EXISTING CONDITIONS

Section	024119	Selective Demolition
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DIVISION      4      MASONRY

Section	040120	Maintenance of Unit Masonry
	042200	Concrete Unit Masonry

DIVISION      6      WOOD AND PLASTICS

Section	061000	Rough Carpentry
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DIVISION      7      THERMAL AND MOISTURE PROTECTION

Section	075423	Thermoplastic Polyolefin (TPO) Roofing
	076200	Sheet Metal Flashing and Trim
	079200	Joint Sealants

DIVISION      8      DOORS AND WINDOWS

Section	081113	Steel Doors and Frames
	081416	Flush Wood Doors
	083613	Sectional Doors
	087100	Door Hardware

DIVISION      9      FINISHES

Section	095113	Acoustical Panel Ceilings
	096116	Floor Sealer
	096513	Resilient Base and Accessories
	096519	Resilient Tile Flooring
	096566	Resilient Athletic Flooring



096813 Tile Carpeting  
099100 Painting

DIVISION 22 PLUMBING

Section 220500 Common Work Results for Plumbing  
220519 Meters and Gauges for Plumbing Piping  
220529 Hangers and Supports  
220553 Identification for Plumbing Piping and Equipment  
220700 Plumbing Insulation  
221116 Domestic Water Piping  
221316 Sanitary Waste and Vent Piping  
221319 Sanitary Waste Piping Specialties  
224000 Plumbing Fixtures

DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING

Section 230500 Common Work Results for HVAC  
230513 Motors for HVAC Equipment  
230529 Hangers and Supports for HVAC Piping and Equipment  
230548 Vibration Control for HVAC  
230553 Identification for HVAC Piping and Equipment  
230700 HVAC Insulation  
232113 Hydronic Piping  
232300 Refrigerant Piping  
233113 Metal Ducts  
233300 Air Duct Accessories  
233423 HVAC Power Ventilators  
233713 Diffusers Registers and Grilles  
233723 HVAC Gravity Ventilators  
237200 Air-to-Air Energy Recovery Equipment  
238126 Split-System Air-Conditioners

DIVISION 26 ELECTRICAL

Section 260519 Low-Voltage Electrical Power Conductors and Cables  
260523 Control-Voltage Electrical Power Cables  
260526 Grounding and Bonding for Electrical Systems  
260529 Hangers and Supports for Electrical Systems  
260533 Raceways and Boxes for Electrical Systems  
260553 Identification for Electrical Systems  
260923 Lighting Control Devices  
262726 Wiring Devices  
265119 LED Interior Lighting

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

Section 285000 Electronic Security Systems

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

COVER

A0.1 GENERAL ARCHITECTURAL INFORMATION

A0.2 SITE PLAN, LIFE SAFETY, WALL TYPES

A2.1 FLOOR PLANS

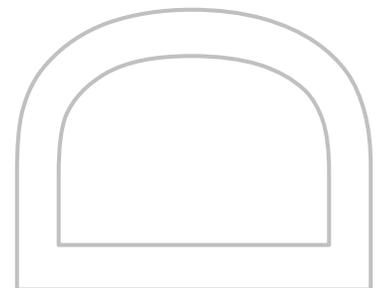
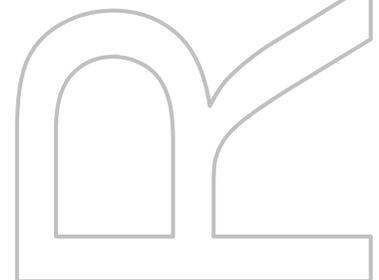
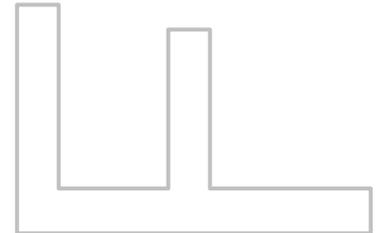
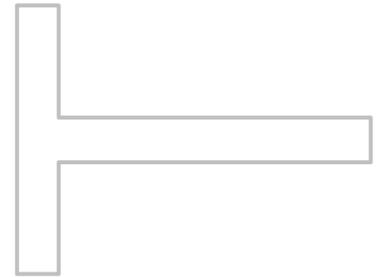
A3.1 FINISH & DOOR SCHEDULES, DETAILS

A4.1 BUILDING ELEVATIONS

A9.1 REFLECTED CEILING PLAN

A10.1 ROOF PLAN

SE2.1 FLOOR PLAN - SECURITY ELECTRONICS



P0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES  
P2.1 FLOOR PLANS - PLUMBING  
M0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES  
M0.2 SCHEDULES  
M1.1 DEMOLITION PLANS - MECHANICAL  
M2.1 FLOOR PLAN/ ROOF PLAN - MECHANICAL  
M5.1 DETAILS  
E0.1 LEGENDS, ABBREVIATIONS AND GENERAL NOTES  
E1.1 ELECTRICAL SITE PLAN  
E1.2 ELECTRICAL DEMOLITION PLAN  
E2.1 FLOOR PLAN - LIGHTING  
E2.2 FLOOR PLAN - POWER  
E2.3 FLOOR PLAN - COMMUNICATIONS  
E3.1 ROOF ELECTRICAL PLAN  
E5.1 PANELBOARD SCHEDULES

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Pre-Bid Addendum	December 11, 2015	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:

Invitation to Bid  
Instructions for Bidders  
Form of Proposal

<< >>

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Peter Stephenson, Smithfield Town Manager  
(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



RESOLUTION

CLOSURE OF STREETS FOR "8K CHILLY BOB ROADRACE"

WHEREAS, the Smithfield Rotary Club and the Smithfield VA Events Committee have proposed an eight kilometer road race known as the "8K Chilly Bob Roadrace" to be held in connection with the Smithfield BOB Fest; and,

WHEREAS, the organizers have requested that all or portions of Jericho Road, Cedar Street, Joshua Road and Trumpet Court, all as shown on the attached sketch, be closed on Saturday, January 16, 2016 from 9:00 a.m. to 11:30 a.m. to be used as the race course and to permit a safe environment to conduct the race; and,

WHEREAS, these streets will only be closed for the minimum time period necessary for the runners to cover the different sections of the race course; and,

WHEREAS, it appears to the Town Council that this race is being well organized, will benefit the community; that the request is reasonable and that closing the streets specified above for brief periods during the race will not work an unreasonable hardship on the Town's citizens.

NOW, THEREFORE, be it resolved that on Saturday, January 16, 2016, all or portions of Jericho Road, Cedar Street, Joshua Road and Trumpet Court, all as shown on the attached sketch, be closed from 9:00 a.m. to 11:30 a.m. to permit a safe environment for conducting an eight five kilometer road race; and that the closure of these street shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police.

Adopted this 5<sup>th</sup> day of January, 2016.

TOWN COUNCIL OF THE  
TOWN OF SMITHFIELD

By \_\_\_\_\_  
T. Carter Williams, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

## RESOLUTION

### CLOSURE OF STREETS FOR MARDI GRAS RUN 4 BEADS FESTIVAL

WHEREAS, the Isle of Wight-Smithfield-Windsor Chamber of Commerce is sponsoring one kilometer, five kilometer and ten kilometer road races known as the “Mardi Gras Run 4 Beads” and a Mardi Gras Festival Event; and,

WHEREAS, the Chamber of Commerce has requested that all or portions of Main Street, Cedar Street, Jericho Road and Mason Street and trails within Windsor Castle Park, all as shown on the attached sketch, be closed on Saturday, February 6, 2016 from 10:00 a.m. to 12:00 noon or until the conclusion of the races to be used as the race course and to permit a safe environment to conduct the races; and,

WHEREAS, the Chamber of Commerce has also requested that Main Street from its intersection with Underwood Lane to Mason Street be closed on Saturday, February 6, 2016, from 8:00 a.m. to 3:00 p.m. for the purpose of holding the Mardis Gras street festival and additionally Main Street from Mason Street to S. Church Street from 8:00 a.m. to 12:00 noon; and,

WHEREAS, the streets identified for the race course will only be closed for the minimum time period necessary for the runners to cover the different sections of the race course; and,

WHEREAS, it appears to the Town Council that this race and the street festival, will benefit the community; that the request is reasonable and that closing the streets specified above for brief periods during the race will not work an unreasonable hardship on the Town's citizens .

NOW, THEREFORE, be it resolved that on Saturday, February 6, 2016, all or portions of Main Street, Cedar Street, Jericho Road and Mason Street and trails within Windsor Castle Park, all as shown on the attached sketch, be closed from 10:00 a.m. to 12:00 p.m. to permit a safe environment for conducting a one kilometer, a five kilometer and a ten kilometer road race; and that the closure of these street shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police; and,

BE IT FURTHER RESOLVED that on Saturday February 6, 2016, from 8:00 a.m. to 3:00 p.m. Main Street from its intersection with Underwood Lane to its intersection with Mason Street and from 8:00 a.m. to 12:00 noon, Main Street from Mason Street to its intersection with S. Church Street be closed for the purpose of holding the Mardis Gras street festival and that the closure of this

street shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police.

Adopted this 5<sup>th</sup> day of January, 2016.

TOWN COUNCIL OF THE  
TOWN OF SMITHFIELD

By \_\_\_\_\_  
T. Carter Williams, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

RESOLUTION  
STREET CLOSURE FOR SPRING VINTAGE MARKET

WHEREAS, the Smithfield Farmers Market has proposed that a spring vintage market event be held on Saturday, March 12, 2016 from 9:00 a.m. until 2:00 p.m. and has requested that certain streets within the Town be closed during the event; and,

WHEREAS, the Town Council desires to support and cooperate with the Smithfield Farmers Market by closing off certain of the town's streets in order to allow a safe and convenient environment for the farmers market events.

NOW, THEREFORE, BE IT RESOLVED that on Saturday, March 12, 2016, the following streets or portions of streets shall be closed from 6:00 a.m. until 4:00 p.m.: Main Street from its intersection with North and South Church Streets to its intersection with North and South Mason Streets; and,

BE IT FURTHER RESOLVED, that said street closures shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police.

Adopted this 5<sup>H</sup> day of January, 2016.

TOWN COUNCIL OF THE  
TOWN OF SMITHFIELD

By \_\_\_\_\_  
T. Carter Williams, Mayor

ATTEST:

\_\_\_\_\_  
Lesley G. King, Clerk

**AGREEMENT**

This AGREEMENT, entered into as of this **15<sup>th</sup> day of January, 2016**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and the **Town of Smithfield, Virginia** hereinafter referred to as "GRANTEE."

**WITNESSETH**

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of COMMUNITY IMPROVEMENT GRANTS (CIG) according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Community Improvement Grant Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for Community Improvement Grant funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed **\$1,000,000 (one million dollars and no cents)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its COMMUNITY IMPROVEMENT GRANT.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CIG Proposal).

PROJECT TITLE: **Pinewood Heights Phase 3 Redevelopment Project**

OUTCOMES: To improve the living conditions of sixteen (16) low- and moderate-income (LMI) households, through the provision of permanent relocation assistance, including acquisition and clearance activities. All replacement housing units will meet the DHCD Housing Quality Standards.

BENEFITS: 49 total persons served; all of which are low- to moderate-income.

PRODUCT(S):

- A. The permanent relocation of five (5) owner-occupied housing units, all households will be relocated with CDBG funds;
- B. The permanent relocation of five (5) market-rate housing units, all households will be relocated with CDBG funds;
- C. The permanent relocation of eight (8) Section 8 housing units, all households will be relocated with local funds;
- D. The acquisition of two (2) vacant housing units; all units will be acquired with local funds;
- E. The acquisition of two (2) vacant parcels; all units will be acquired with local funds;
- F. The clearance and demolition of eighteen (18) housing units or nine (9) duplexes; all units will be demolished with local funds; and
- G. Clearance of all junk, debris, weeds, and inoperable vehicles and dilapidated structures from the project area, including any necessary neighborhood cleanup sessions to assist residents to dispose of outside debris.

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to the Department of Housing and Community Development and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **January 15, 2016**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **twenty-four (24)** months of the execution of this AGREEMENT, or more specifically on or before **January 15, 2018**. If the PRODUCTS are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
  - A. GRANTEE'S CIG Proposal (including revisions);
  - B. AGREEMENT;
  - C. SPECIAL CONDITIONS;
  - D. GENERAL CONDITIONS;
  - E. ASSURANCES;
  - F. AMENDMENTS;
  - G. CIG GRANT MANAGEMENT MANUAL (Those items specified as being required);
  - H. CIG CONTRACT NEGOTIATION RECORD;
  - I. PROJECT MANAGEMENT PLAN;
  - J. PROGRAM INCOME PLAN; and
  - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN.



## SPECIAL CONDITIONS

1. Prior authorization of expenses was not requested for this project by the GRANTEE.
2. A total of \$1,323,335 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

SRHA	\$43,000
IOW HOME	\$43,000
<u>Town</u>	<u>\$1,237,335</u>
TOTAL	\$1,323,335

These funds shall be expended prior to or in proportion to Community Improvement Grant Funds within the budget, per activity.

Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each monthly report and at project closeout.

3. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
4. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
5. DHCD reserves the right to receive additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.
6. Monthly progress reports must be submitted to DHCD by the 20<sup>th</sup> of each month on a form to be provided by DHCD. These reports must document funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
7. The GRANTEE must maintain an effective filing system at the GRANTEE'S office. The criteria for an effective filing system require the files be coded, complete, accurate, organized, easy to use, timely, accessible and secure.
8. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff, including the Finance Manager and his/her designated backup, attends all relevant DHCD training.
9. The GRANTEE'S Program Management Plan, Redevelopment Plan, Residential Relocation Assistance Plan Property Acquisition Plan, Property Disposition Plan, and Program Income Plan have been submitted for DHCD's review and concurrence. If

changes are required, the revised document (s) must be resubmitted before the submission of the first remittance request for administrative costs.

10. The GRANTEE must submit properly executed support documentation from the Suffolk Redevelopment and Housing Authority before the first remittance request.
11. The GRANTEE will ensure that the Finance Manager is given a copy of the financial chapter of the *Grant Management Manual* and the DHCD-approved Program Income Plan and the Grant Manager is given copies of all necessary financial paperwork, including copies of the invoices and pre-numbered checks.
12. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:
  - A. The original executed Grant Agreement, Certification of Signatures and Address and Project Management Plan must be mailed to DHCD. Copies must also be uploaded into “Reports and Communication” in CAMS.
  - B. All products required by this contract must be uploaded into “Reports and Communication” in CAMS.
  - C. All draw down requests must be submitted through “Remittance” in CAMS.
  - D. If products are submitted at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.
  - E. The following pre-contract activity documents must be uploaded individually into “Reports and Communication” in CAMS: Certification of Signatures and Address, Fair Housing Certification, Project Management Plan, Project Income Plan, Program Design and/or Staffing and Operations Plan, NOI-FONSI advertisement, and Request for Release of Funds and Certification.
  - F. The original executed Final Financial Report must be mailed to DHCD. A copy must also be uploaded into “Reports and Communication” in CAMS.
  - G. All annual financial audit reports required by this contract shall be submitted through CAMS.

## **GENERAL CONDITIONS**

1. DEFINITIONS - Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
  - A. AMENDMENT - A formal addition or modification to the CONTRACT DOCUMENTS which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out.
  - B. APPLICANT - The entity which made the proposal for COMMUNITY IMPROVEMENT GRANT funding and accepted responsibility for assuring compliance and performance of all conditions.
  - C. ASSURANCES - The ASSURANCES which are attached to this document.
  - D. COMMUNITY IMPROVEMENT GRANT (CIG) - The funds, the PROJECT and PRODUCTS to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the GRANTEE from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.
  - E. CONTRACT DOCUMENTS - The legal agreement between DHCD and the GRANTEE including the AGREEMENT and all documents referenced in paragraph 9 thereof.
  - F. GRANTEE – The entity which is the recipient of CIG funds and as such must comply with CONTRACT DOCUMENTS.
  - G. MANUAL - The Community Improvement Grant Management Manual, which contains required forms and instructions for the administration of CIG's and provides required and non-required procedures for project management.
  - H. PRODUCT – A PROJECT activity which constitutes a specific portion of the PROJECT, and as such is covered by its own budget.
  - I. PROJECT - The physical activities undertaken to meet the overall stated objective for which CIG funding is utilized.
  - J. PROJECT MANAGEMENT PLAN - A plan prepared by the Grantee, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
  - K. WORK - All labor, equipment and materials necessary to produce the construction of the PROJECT as required by the CONTRACT DOCUMENTS.

- L. WRITTEN NOTICE - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
2. ADMINISTRATIVE PROCEDURES - The GRANTEE shall perform all contracted WORK and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's MANUAL, and any WRITTEN NOTICES from DHCD.
  3. ACCOUNTING RECORDS - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the DHCD MANUAL requirements and any WRITTEN NOTICES from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
5. PROGRAM BUDGET - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. RECORDS - The GRANTEE shall maintain such records in such a manner as prescribed in the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, and the general public during the course of the project and shall remain intact and accessible for five years from final closeout. Except if any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a five year period following final disposition.

7. REPORTS - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. QUALITY CONTROL - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.

The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. COMMUNICATIONS - WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. ACCESS TO BENEFITS - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.
11. BENEFITS - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.
12. PROGRAM INCOME - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:

- A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds \$25,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than \$25,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under \$25,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

- B. Miscellaneous revenue is proceeds received in a 12-month reporting period (July 1 – June 30) of less than \$35,000 from an administratively closed project funded with CDBG monies. No amount of miscellaneous revenue received in the reporting period may be expended until after the period has ended and that fiscal year's report has been submitted to and approved DHCD. Grantees must retain the funds until it is authorized by DHCD to expend the proceeds locally. It must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans must be revised when the Grantee wants to change the activities approved. The revised plan must be submitted to DHCD for review and approval.
- C. Inactive program income is all revenue received in a 12-month reporting period (July 1 – June 30) of  $\geq$ \$35,000 from an administratively closed project funded with CDBG monies. All inactive program income received in the 12-month reporting period will be held in reserve until after the reporting period has ended and that fiscal year's report has been submitted to and approved by DHCD.

At the time the report is submitted, a specific work plan and budget may be submitted, outlining the proposed use of inactive program income. A timeline to expend all funds within twelve (12) months must be included. Work plans will only be approved if the proposed activities are the same activities for which the proceeds were generated.

Inactive program income must be reported to DHCD along with the other required annual reports e.g.; Activity and Beneficiary, Section 3, and Contract and Subcontract Activity Reports at the end of the state fiscal year.

It must be reported for five years and then can be expended according to the approved Program Income Plan.

Projects assisted with tax credits or other equity investment type projects MUST return all of its inactive program income to DHCD. Contact Division of Community Development's Fiscal Analyst for instructions on how to do so.

- D. Any lump sum receipt of inactive program income of \$35,000 or more during a state fiscal year (July 1 – June 30) must be reported to DHCD at the time it is received and transmitted to DHCD within 60 days. Returned funds should be made payable to *Treasurer of Virginia*. The check's memo line should indicate the grant number and the type of funds being returned e.g.; CDBG inactive program income. A reference in the required audit is not sufficient.
  - E. Program income funds must be accounted for separately on the balance sheet. It must be tracked by the amounts due and received monthly by client's name, separated by active/inactive status and by contract number, project year and by amount expended annually. Copies of supporting documents must be placed in the grant project files.
13. CONTRACT SECURITY - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.
- All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.
14. METHOD AND TIMING OF PAYMENT - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.
15. DRAWDOWN AND PAYMENT OF GRANT FUNDS - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.
16. BUDGET REVISIONS/AMENDMENTS - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the

GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

17. CHANGE ORDERS - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.
18. TERMINATION, SUSPENSION, CONDITIONS -

- A. FOR CAUSE - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- B. FOR CONVENIENCE - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. SUBSEQUENT CONTRACTS - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a \$50,000 or 10 percent or greater interest in the contract whichever is lower.

20. POLITICAL ACTIVITY PROHIBITED - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. INTEREST OF MEMBER OF AGENCY AND OTHERS - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
22. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.
23. CERTIFICATIONS - The GRANTEE certifies that it will comply with the following:
  - A. Freedom of Information Act;
  - B. Virginia Conflict of Interest Act; and
  - C. Virginia Fair Employment Contracting Act.

24. **BENEFICIARIES** - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE’S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE’S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE’S community or elsewhere as a third-party beneficiary of this contract.
25. **AUDITS** – All GRANTEES that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement\*\*, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

<b>Threshold Requirement</b>	<b>Document</b>
Total annual expenditures ≤\$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$500,000 (increases to \$750,000 as of January 2015)	OMB A-133 Audit (Single Audit) prepared by an Independent CPA

\*\*Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) -whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:  
[http://www.dhcd.virginia.gov/images/DHCD/DHCD\\_Audit\\_Policy.pdf](http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf).

## **ASSURANCES/CERTIFICATIONS**

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT proposal and to provide such additional information as may be required.
3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
  - b. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (24 CFR Part 85), OMB Circular A-133 and OMB Circular A-87, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
5. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control and abatement of water pollution.
6. It will require buildings or facilities designed, constructed, or altered with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, or Uniform Federal Accessibility Standards (UFAS) in accordance with the Virginia Uniform Statewide Building Code. The GRANTEE will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
7. It will not recover the capital costs for public improvements financed in whole or in part with CDBG funds through assessments against properties owned and occupied by low- and moderate- income persons nor will fees or assessments be charged to such persons as a condition of obtaining access to the public improvements. (Per section 104(b) (5) of Title I Housing and Community Development Act of 1974, as amended.)

8. In accordance with Section 104(l) of Public Law 93-383 the Housing and Community Development Act, as amended, certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.
  
9.
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. It will comply with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives Federal financial assistance and will immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial

assistance extended to the grantee, this assurance shall obligate the grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or part with funds provided under this Grant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to this Grant.
  - d. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
  - f. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the PROJECT.

12. It will in the acquisition of real property and in the process of relocation:
  - a. Be guided, to the greatest extent practicable under State law, by the land acquisition policies in Sections 301 and 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; as amended, and
  - b. Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Uniform Act; and
  - c. Comply with the applicable Sections (202 through 205) of Title II (relocation assistance) of the Uniform Act in providing relocation payments and relocation assistance; and
  - d. Comply with U.S. Department of Transportation regulations at 49 CFR Part 24 and in implementing the requirements, it will:
    - i. Carry out the policies and procedures of Part 24 in a manner that insures that the acquisition and relocation processes do not result in different or separate treatment to persons on account of race, color, religion, sex, national origin, or source of income; and
    - ii. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of race, color, religion, sex, national origin, or source of income; and
    - iii. Inform affected persons of their rights under the policies and procedures set forth under the regulations in Part 24, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended.
    - iv. Comply with Executive Order 12830, Governmental Actions and Interference with Constitutionally Protected Property Rights, and
  - e. It will implement and follow a "Residential Anti-Displacement and Relocation Assistance Plan," in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and 24 CFR Section 570.496 a(b).
  - f. It will comply with applicable Section 104(d) of the Housing and Community Development Act in providing relocation payments and relocation assistance.
13. PRIVATE GAIN - It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
15. It will administer and enforce the provisions of the Davis-Bacon Act as amended and the Contract Work Hours and Safety Standards Act as set forth in the manual, *Community Improvement Grant Management Manual*.
16. It will give the Virginia Department of Housing and Community Development and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
17. It will ensure that facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the PROJECT are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Virginia Department of Housing and Community Development of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating consideration for listing by the EPA.
18. It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Director of the Federal Emergency Management Agency as an area of having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
19. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.) by:
  - a. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed ACTIVITY; and
  - b. Complying with all requirements established by HUD and the Virginia Department of Housing and Community Development to avoid or mitigate adverse effects upon such properties.

20. It will implement all required actions to ensure compliance pursuant to 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities.

\_\_\_\_\_  
Peter M. Stephenson, Town Manager

\_\_\_\_\_  
Date

PROPOSED PROFFERS BY OWNER AND DEVELOPERS IN CONNECTION WITH THE  
PROPOSED REZONING FOR THE DEVELOPMENT KNOWN AS CARY AND MAIN  
DATED December 21, 2015

The undersigned applicant, Hearndon MC Builders, LLC, a Virginia limited liability company (hereinafter called "Developer"), states that the following conditions are voluntarily proffered for the reclassification of property identified as Cary and Main. The current titled owner of the subject property is Mary Crocker (hereinafter called "Owner"). The Developer and the Owner hereby voluntarily proffer that the development of the property proposed for zoning reclassification under this application shall be in accordance with the conditions set forth below. The Owner grants consent to the following proffers as evidenced by their signatures hereto. Where exhibits are referenced in this proffer they are on file with the Town of Smithfield.

1. Cary and Main shall be constructed in general conformance to the conceptual plan entitled "Cary and Main Conceptual Master Plan", drafted by Land Planning Solutions, dated September 18, 2015 which is occasionally referred to hereafter as "the Conceptual Plan". Substantial deviation, as determined by the Zoning Administrator of the Town of Smithfield, from general design and layout as submitted or amended herein shall require resubmission and approval by Planning Commission in accordance with all applicable provisions as established by Town of Smithfield Zoning Ordinance.
2. Dwelling houses within Cary and Main shall be constructed in general conformance to the architectural renderings, material specifications, and color selections made a part of the Conceptual Plan, and previously reviewed by the Board of Historic & Architectural Review. Substantial deviation, as determined by the Zoning Administrator of the Town of Smithfield, from the architectural renderings as submitted or amended herein shall require resubmission and approval by Board of Historic & Architectural Review in accordance with all applicable provisions as established by Town of Smithfield.
3. The maximum number of lots to be developed shall not exceed 151. The minimum lot size shall be 6,000 square feet.
4. Developer shall form a homeowners association in accordance with Virginia law which will own (or control through easements granted to homeowners association) and be responsible for the maintenance of the following:
  - a. Storm water management areas (BMP's).
  - b. 100 foot Resource Protection Areas (RPA's)
  - c. All common areas and all improvements thereon
5. The homeowners association shall create an Architectural Review Committee (ARC) to oversee, review and enforce the Architectural Standards. All construction and development within Cary & Main, shall be governed by strict Architectural Standards to ensure consistency and compatibility of materials, elevations, architectural style, yard improvements and overall appearance. All construction documents will be reviewed by the Architectural Review Committee of the Property Owners Association for consistency with these Architectural Standards and detailed architectural regulations. Architectural review shall be performed to ensure compliance with the Architectural Standards and detailed architectural regulations of Cary & Main, generally as follows:

- a. The ARC shall consist of up to three (3) persons who need not be members of the Property Owners Association, from time to time appointed by the Developer until 100% of the developable lots and 100% within Cary & Main have been developed and conveyed to owners other than builders or by the Board of Directors of the Property Owners Association from and after the date on which the Developer delegates this responsibility to the Property Owners Association by written instrument in recordable form executed by the Developer. Anything falling under the authority of the ARC herein or in the Declaration of Protective Covenants, Conditions, Restrictions and Easements, and the Cary & Main property owner's association (the "Association"), as the same may be amended, shall be under the authority of the Developer until such time as the Developer assigns such functions to the Association. At such time as the Board of Directors is empowered to appoint the members of the ARC, the ARC shall be composed of at least three (3) but no more than seven (7) members. The Developer or the Board of Directors, as the case may be, may appoint one (1) alternative member to the ARC, which alternative member may vote only in the absence of a regular member. The members of the ARC shall serve for such terms as may be determined by the Developer or the Board of Directors, as the case may be. The Declaration of Protective Covenants and Restrictions (the "Declaration") shall, but not be limited to, the following: (1) establish the authority of the ARC; (2) contain provisions generally consistent with these Criteria; and (3) be recorded in the Clerk's Office of the Circuit Court of Isle of Wight County.
  - b. Before commencing the construction, erection, or installation of any building, walk, fence, swimming pool, deck, animal pen, or shelter, exterior lighting, sign, mailbox or mailbox support or other structure, land disturbance, landscaping or paving ("Improvement") on any Lot, including site work in preparation therefore, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance of the Improvement or the Lot on which it is situated, each Owner shall submit to the ARC a completed application on the form provided by the ARC.
  - c. The ARC shall review such plans for consistency with the Architectural Standards and the Declaration. The ARC shall promulgate additional regulations ("Detailed Architectural Regulations") for application by the ARC as reasonably necessary to ensure conformance with the Declaration and the standards which are included in Section 6 immediately following this paragraph. Prior to the recordation of any subdivision plat, these Detailed Architectural Regulations shall be reviewed and approved by the Planning Director or the Board of Historic & Architectural Review (BHAR), or their designee, as the Town of Smithfield may require, to ensure consistency with the Development Criteria. The ARC regulations shall be in addition to the Board of Historic & Architectural Review but shall not supersede the BHAR.
6. The predominate architectural theme for Cary and Main will be traditional and encourage architecture which embodies the themes of Georgian, Colonial, Craftsman, Bungalow, and Victorian style architecture.
    - a. **SIZE.** Single family residences shall have a minimum square footage of heated area of 2000 square feet. This footage is exclusive of garages, sheds, pool houses, terraces, screened porches, decks and overhangs.
    - b. **DESIGN.** A minimum of 70% of the primary dwellings built shall have a front porch with a depth of at least six feet and no porch shall have a depth of less than five feet, all front loading garages shall have two separate garage doors with windows or a single carriage door with decorative features, all corner boards (excluding brick siding), windows and doors trim shall have a minimum four inch exposure.

- c. FOUNDATIONS. All foundations for the primary structure shall be a raised slab with a minimum sixteen inch exposure above final grade or a crawl space, both of which shall be skirted in brick or stone.
- d. EXTERIOR FINISH. All primary visible exterior surfaces shall have either fiber-cement siding, brick, stone, wood, or treated engineered wood lap siding with a minimum twenty-five year warranty or any combination thereof. Care will be given to exterior selections made for appropriate home styles. For example; partial brick exteriors shall be encouraged for Colonial Style Homes.
- e. ROOF. Roof appearance is critical to the overall appearance of a home. The pitch of the main dwelling structure's roof shall be no less than six (6) feet in twelve (12) feet. Roof pitches for porches, breezeways and other secondary structures may be less. Roof materials must be at a minimum an architectural grade asphalt shingle with a 35 year warranty.
- f. DUPLICATION. Not less than seven residential dwelling models, three of which will not have garages on front elevation, shall be used and each model shall have at least three different façades, roof lines, and multiple color combinations. No two dwellings shall be of the identical model and elevation on the same side of the street within three building lots of each other within a single numbered block, as delineated on the attached Exhibit entitled "Block Plan".
- g. ANTENNAS. Only Antennas designed to receive direct broadcast satellite services or video programming that are one meter or less in diameter will be allowed and shall be installed to minimize visibility to surrounding property and public ROW. Antennas should be placed where least likely to detract from the character of the site. All subject Antennas must be submitted to the ARC for approval.
- h. LIGHTING. All exterior lighting should be installed so as not to shine on adjacent property or public space, and should be aesthetically planned for each location. ARC approval is required for all landscaping lights and security lighting. Temporary lighting for the holiday season does not require approval; however, holiday lighting shall not be operative and installed more than thirty-five (35) days prior to the holiday and shall be inoperative and removed not later than twenty (20) days after the holiday.
- i. EXTERIOR COLORS. All exterior colors must be approved by the ARC, including siding, roof, trim, doors, shutters, outbuildings, fences, and any other structures or exterior surfaces.
- j. WINDOWS. All windows must be wood or vinyl. Aluminum or metal windows are not allowed in the primary dwelling structure. The ARC would consider an exception should no other alternative be available for a specific architectural feature or detail. Consideration shall be given to the recommendation for window types in particular home styles as referenced in the Town of Smithfield Historic District Design Guidelines.
- k. LANDSCAPING. All newly constructed dwellings must install sod in the front yard and rough grade and seed where it does not have sod. At a minimum each lot shall have eight 3 gallon plants with mulch beds and one Tree in the front yard. The remaining landscaping shall be installed with an approved Site Plan. All landscaping located on an individual lot shall be maintained by the homeowner. All decorative landscaping such as water or rock gardens must be approved by the ARC before installation.



12. Subsequent to the successful rezoning and acquisition of the subject property by Developer, Developer shall take immediate steps to seal the exterior envelope of the Pierce house against moisture penetration and other necessary steps to preserve the remaining structural integrity of the primary dwelling and outbuildings as agreed to by the Smithfield Board of Historic and Architectural Review. The intent of which, would be to prevent demolition by neglect. Developer shall post a \$100,000.00 Letter of Credit with the Town of Smithfield within 75 days of the date of the successful rezoning or the date Developer acquires the subject property, whichever shall first occurs, to ensure the property is adequately preserved from further decay. Developer shall complete the preservation measures within 120 days from that time. Said letter of credit shall be released once the preservation measures have been completed. In addition, the Developer will have the Pierce house and outbuildings preserved in accordance with guidelines of the Board of Historic and Architectural and returned to use as a primary residence. If the Developer is unable to find a suitable entity or individual to take over and complete the restoration within one year of Developer's acquisition of the property, then Developer shall undertake the renovation and upon completion, offer the Pierce home and outbuildings for sale as a Single Family residence.

Hearndon MC Builders, LLC, DEVELOPER

By:   
Managing member

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

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2015,  
by William G. Darden, Managing Member, of behalf of Hearndon MC Builders, LLC.

  
Notary Public

My commission expires: 7-31-2017

My commission ID No.: 369834



MARY DELK CROCKER, OWNER

*David M. Delk P.O.A.*  
By: David M. Delk, Attorney in fact

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

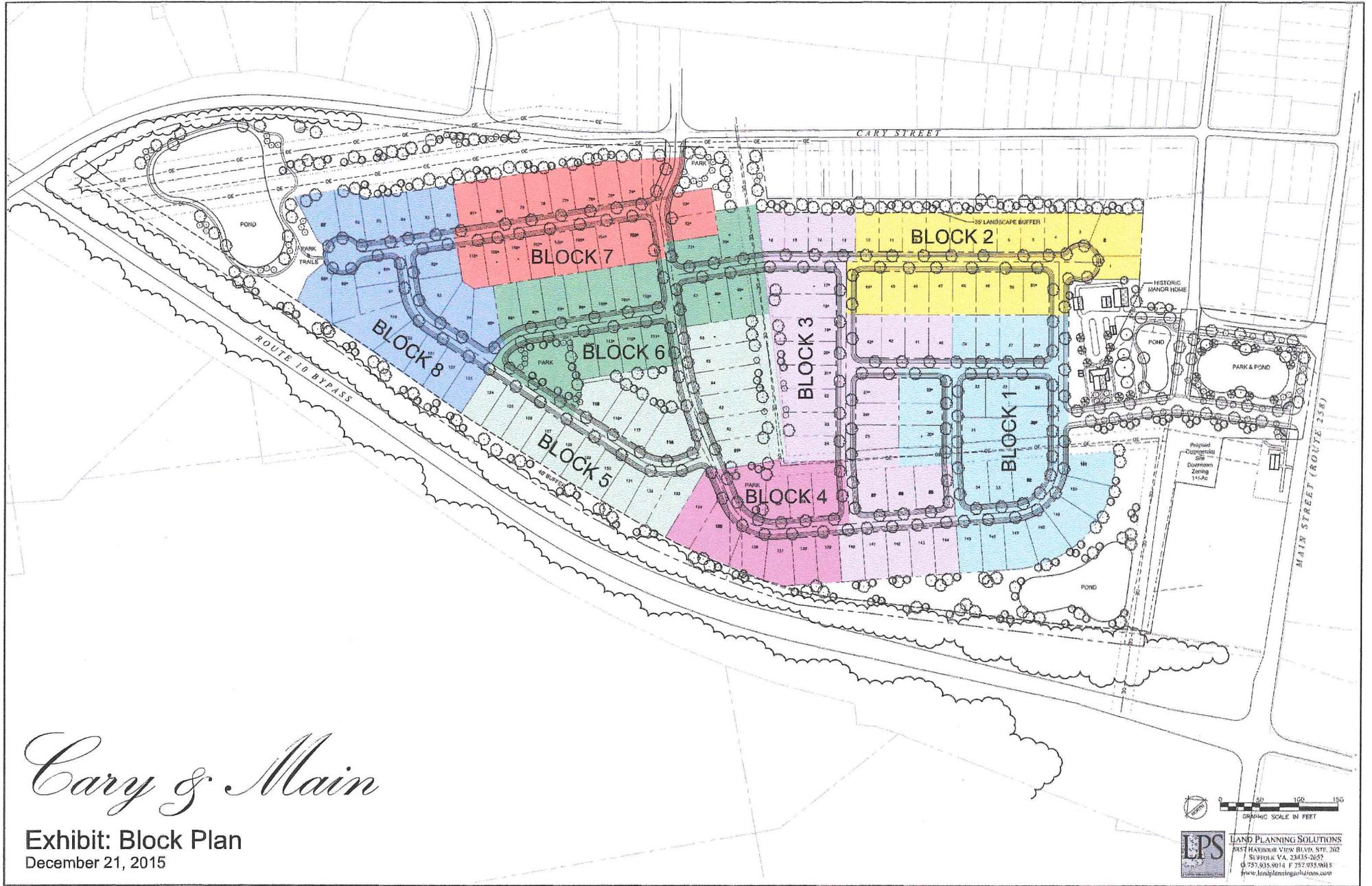
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2015, by David M. Delk, Attorney in fact for Mary Delk Crocker.

*Claire Maree Littlefield*  
Notary Public

My commission expires: 7/31/2017

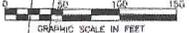
My commission ID No.: 369834





# *Cary & Main*

**Exhibit: Block Plan**  
December 21, 2015



  
 DRAWING SCALE IN FEET


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