

**SMITHFIELD TOWN COUNCIL AGENDA**  
**September 6, 2011 at 7:30 p.m.**  
Held at Smithfield Center, 220 N. Church Street



**A. INFORMATIONAL SECTION:**

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

**B. UPCOMING MEETINGS AND ACTIVITIES:**

- September 6 - 7:30 p.m. – Town Council Meeting  
September 13 - 7:30 p.m. – Planning Commission  
September 20 - 6:30 p.m. – Board of Zoning Appeals  
September 20 - 7:30 p.m. – Board of Historic and Architectural Review  
September 26 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)  
Police Committee  
Water and Sewer Committee  
Finance Committee  
September 27 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)  
Fire and Rescue Committee  
Public Works Committee  
Public Buildings and Welfare Committee

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

**C. Public Comments:**

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

- A. Briefing by Mr. Al Casteen, Isle of Wight County Board of Supervisors, Smithfield District
- B. David Goodrich a Representative of the Isle of Wight School Board to Introduce Katrise Perera, New Superintendent of Schools

**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.

## CONSENT AGENDA ITEMS

- C1. **Resolution to Authorize Traffic Control Assistance along the Smithfield Station Bridge on October 8<sup>th</sup> for the 2011 NASQUACK Duck Race**  
Police Committee Chair, Denise N. Tynes **TAB # 1**
- C2. **Resolution Authorizing the Execution of the Virginia Water / Wastewater Agency Response Network Membership and Mutual Aid Agreement**  
Water and Sewer Committee Chair, Andrew C. Gregory **TAB # 2**
- C3. **Motion to Authorize the Town Manager to Proceed with Budgeted Purchase of Remaining 600 Water Meters in the Amount of \$74,400.00**  
Water and Sewer Committee Chair, Andrew C. Gregory
- C4. **Accept Proposal from Draper Aden Associates for Budgeted Sewer Consent Order Work – Phase 2 CCTV Inspection Scope of Work and Fees**  
Water and Sewer Committee Chair, Andrew C. Gregory
- C5. **Accept Proposal from Draper Aden Associates for Budgeted Sewer Consent Order Work – Private Property I/I Abatement Program Assistance Scope of Work and Fees**  
Water and Sewer Committee Chair, Andrew C. Gregory
- C6. **Invoices Over \$10,000 Requiring Council’s Consideration:**  
Finance Committee Chair, John L. Graham
- |   |              |
|---|--------------|
| a. English Construction Company                     | \$273,042.54 |
| b. Clark Nexsen                                     | \$ 17,325.10 |
| c. Sungard Public Sector                            | \$ 13,550.63 |
| d. J. R. Wills & Son’s (Managers Office)            | \$ 24,510.75 |
| e. J. R. Wills & Son’s (New Police Station)         | \$ 43,348.42 |
| f. All Virginia Environmental Solutions             | \$ 11,950.00 |
| g. Excel Paving Corporation                         | \$138,180.33 |
| h. Excel Paving Corporation (Waterline Replacement) | \$ 48,759.53 |
| i. Draper Aden Associates                           | \$ 20,544.80 |
| j. Black Creek Workshop LLC                         | \$ 19,252.00 |
- C7. **Motion to Accept Cost Estimate to Convert all Dominion Virginia Power Service Lines Underground**  
Public Works Committee Chair, Constance Chapman
- C8. **Motion to Accept Proposal from Clark Nexsen for Additional Construction Administration Services for Phase V in the Amount of \$20,120.00**  
Public Works Committee Chair, Constance Chapman
- C9. **Motion to Accept VDOT Appendix A for Construction Funding for the South Church Street Streetscape Project**  
Public Works Committee Chair, Constance Chapman
- C10. **Motion to Accept Proposal for Additional Scope of Work for a Sally Port for the New Police Station located at 913 South Church Street**  
Public Buildings and Welfare Committee Chair, Dr. Milton Cook
- C11. **Motion to Approve Waiver of Rental Fee at Windsor Castle Park for the Smithfield Wine and Brew Festival in April 2012**

**ACTION SECTION**

1. **PUBLIC HEARING: Zoning Ordinance Amendments to Define and Regulate Portable Storage Units and Construction Refuse Containers** **TAB # 3**
  - a. Staff Presentation by William T. Hopkins, III, Director of Planning, Engineering, and Public Works
  - b. Public Hearing Opened
  - c. Public Hearing Closed
  - d. Consideration: Public Buildings and Welfare Committee Chair, Dr. Milton Cook
2. **Motion to Approve the Town Council Minutes for the Meeting of August 2<sup>nd</sup> & August 9th, 2011**  
Town Attorney, William H. Riddick, III
3. **Old Business:**
4. **New Business:**
5. **Closed Session: (if necessary)**
6. **Adjournment -**

September 2, 2011

**TO: SMITHFIELD TOWN COUNCIL**

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

**SUBJECT: MONTHLY ACTIVITY REPORT – AUGUST 2011**

**TOWN MANAGER'S OFFICE:**

- a. Attended the following meetings: Windsor Castle Park Foundation Board, Town Safety Committee, Community Wellness Strategic Planning Sessions, IOW Emergency Communications Center Board, Southside Mayor & Chairs, Emergency Preparedness w/ Elected Officials at IOW, VML Insurance Programs Board Meeting and Strategic Planning Retreat
- b. Utilized two days of vacation leave to move daughter to Longwood University in Farmville
- c. Prepared preliminary damage assessment in aftermath of Hurricane Irene

**TOWN CLERK'S OFFICE:**

- a. Transcribed and proofed the monthly minutes for Town Council, Planning Commission, and Board of Zoning Appeals
- b. Attended August 9<sup>th</sup> Continued Town Council Meeting
- c. Attended Windsor Castle Park Foundation Board meeting to take minutes on August 1<sup>st</sup>.
- d. Attended Safety Committee Meeting, August 3<sup>rd</sup>.
- e. Participated in general obligation bond closing through VML VACO on August 10<sup>th</sup>.
- f. Participated in fire extinguisher training on August 11<sup>th</sup>.
- g. Attended Public Works Self Assessment Meeting, August 17<sup>th</sup>.
- h. Prepared August Town Council Committee Agenda and September Town Council Agenda.
- i. Attended Town Council Committee meetings on August 22<sup>nd</sup> and 23<sup>rd</sup> and prepared summary reports of the committees.
- j. Continue to work on scanning Accounts Payable in Records Management System.

### **TREASURER'S OFFICE:**

- a. Continued close out procedures for FY2011 in preparation for annual audit.
- b. Worked with Brian Reagan of Community Planning Partners and Elizabeth Boehringer of DHCD on audit for Pinewood Heights Phase I MY2. The audit was successfully completed with a conditional close out on August 2.
- c. Attended Community Wellness Initiative meeting on August 9 at the Smithfield Center.
- d. Participated in general obligation bond closing through VML VACO on August 10.
- e. Participated in fire extinguisher training on August 11.
- f. Attended preliminary public works assessment meeting on August 18.
- g. Received the real estate file from IOW County and began the conversion process for the annual tax billing.
- h. Attended emergency service preparedness meeting at Isle of Wight County on August 25 with Captain Howell and Bill Hopkins .
- i. Swore in the newest police officer, Eric Phillips, on August 26.
- j. Continued work on the utility rate analysis
- k. Began work on the annual unclaimed property report.

### **PUBLIC WORKS:**

- Staff performs the following duties on a monthly basis:  
Miss Utility, read meters for billing and to transfer property owners, cut offs and cut-ons, check pump stations daily, install and repair street signs, replace broken meters and install new ones, take a minimum of 8 water samples and have them tested, flush water lines, repair radio or touch pads after each reading if needed, maintenance on town owned buildings and Police Department building.
1. Sewer Line Repairs and Maintenance:
    - a. Sewer backup at 352-354 Main St. was found to be on the homeowner side.
    - b. Sewer backup at 19 Peterson Ave was found to be on homeowner side.
  2. Sewer Pump Station Repairs and Maintenance:
    - a. Weekly and daily checks on all 27 pump stations.
    - b. Cleaned grease out at Plaza, Minton Way, Smithfield Blvd, Bradford Mews, Lakeside, Pinewood, Canteberry and Jersey Park Pump Station's.
    - c. Have been working on rotating valves at all pump stations to ensure they are working properly.
    - d. Working on pump inspections at stations.
    - e. Cleaned check valves, pump and sump at Moonfield pump station.

- f. Riverside pump station pulled and cleaned pump #2. Also replaced a bad float that controls shut off of the pumps.
- g. Pulled and cleaned pump at Watson pump station.
- h. Wellington pump station- high wet well due to breaker tripping out -reset both pumps, pump station back to normal.
- i. Pulled and cleaned pump at Minton Way pump station. Inlet valve to pump station is broke but was able to get the valve open- repair of this valve will be at a later date.
- j. Pump stations alarms still not working at some pump stations.Com Fail at Crescent, James St, Rising Star, Riverside, Minton Way, Scotts Landing, Watson, and Wellington Est.

### 3. Water Line Repairs and Maintenance:

- a. Repaired water leak at 205 S. Church St. Old service line began to leak due to construction. Line was repaired and will be replaced as part of the water main installation.
- b. Repaired irrigation system at Winsor Castle Park. A new backflow preventer was installed and sprinkler head replaced.
- c. Repaired water leak on service line at 318 Main St. Old line began to leak and was replaced with  $\frac{3}{4}$  CTS pipe.
- d. Repaired broken service line at 223 S. Church St. Line was broken due to construction. It was repaired and is scheduled to be replaced as part of the water main installation project.
- e. Performed pressure test and inspection of new water main on South Church St. This section of new line starts at Jericho Rd. and ends at Cedar St. Line was tested at 150 PSI for 2 hours according to Town Specs.
- f. Performed pressure test for new water main for the Tractor Supply Construction. Line was tested for 2 hours at 150 PSI according to Town Specs.
- g. Repaired water on Crescent Dr. Service was leaking under road and entire line was replaced from meter to main line.
- h. Repaired water leak on Main St. in front of old Little's Supper Market. Tap for service line began to leak due to asphalt removal. Leak was repaired with new tap gaskets.

4. Well Repairs and Maintenance

- a. Continued to monitor chlorine levels and complete daily well readings at all well houses.

5. Water Treatment Plant

- a. Town staff inspected disinfection of water lines and clear well.
- b. Water works operators attended chemical training on chlorine, lime, and scale inhibitor pumps and storage tanks.
- c. Chlorine, scale inhibitor, and lime delivered to plant.
- d. Work was started on computer systems.
- e. Concentrate pumps were installed and pump station is near completion.
- f. High service pumps were tested and pump curves completed.
- g. Tour was given to town staff and town council.

6. Safety

- a. Monthly truck inspections.
- b. All Public Works employees attended Fire Extinguisher Training.
- c. Monthly playground inspections.

7. Miscellaneous

- a. Clean off and repaired walking trails at the Windsor Castle Park twice a week by grounds crew or as needed. Trash cans, recycle bins, information stands and doggie bags are emptied, cleaned or refilled as needed on Mondays and Fridays.
- b. Grounds crew cut grass on the north and south sides of Town weekly and bi-weekly also tractor and side arm work as needed.

**PLANNING AND ZONING:**

1. Planning Commission – 08/09/11

- A. \*PUBLIC HEARING\* – Zoning Ordinance Amendments – Article 2 – Portable Outdoor Storage, Construction Refuse Containers – Town of Smithfield, applicant – Recommended for approval.

- B. Preliminary Site Plan Review – Dollar General, S. Church St. – Lee Pittman, Par 5 Development Group, LLC, applicants - Approved.
- C. Entrance Corridor Design Review – 7Eleven, 603 W. Main St. – Privacy Fence – Brett Smith, Mid Atlantic Petroleum Services, applicants – Approved.

2. Rezoning Applications under review

- 911, 913 South Church Street

3. Special Use Permit Applications under review

- None

4. Subdivision and Site Plans under review

- A. Smithfield Foods Test Kitchen
- B. Dollar General
- C. YMCA

5. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I (95% complete)
- B. Smithfield Manor Townhomes (Formerly Halstead Landing (75% complete)
- C. Lakeview Cove Condos (65% complete)
- D. Fire Station Building – 1802 South Church Street (85% complete)
- E. R O Plant – (75% complete)

6. Board of Zoning Appeals 08/16/11

- A. Special Yard Exception - 405 Jefferson Drive - Michael Hogue - applicant/property owner - Approved

7. Board of Historic & Architectural Review 08/16/11

- A. Proposed Fence – 112 S. Mason St. – Landmark – Trey Gwaltney, applicant – Approved. Proposed Porcine Statuary – Historic

## **ENGINEERING:**

- A. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans.
- C. Smithfield Manor, contractor has installed E & S controls as required by the Town and the approved site plans. Builder continues construction of town homes within project. Project is now under the one-year warranty period.
- D. Lakeview Cove, contractor Wolf Constr. has installed all E & S controls as per the approved site plans and required by the Town. No condominiums are under construction at this time.
- D. R. O. Plant, contractor English Const. has installed all E. & S. controls as per the approved site plans and required by the Town. Contractor has completed installation of control system in building complex. Contractor continues testing of control system and mechanics and function of equipment. Contractor continues final grading of project site in preparation for paving. Contractor installed curb & gutter as requested by the Town.
- E. South Church Street Streetscape Project, Contractor also continued installation of Verizon & Charter Cable conduit system from Sta. 111 + 50 to Sta. 116 + 00. Contractor has installed storm water system from Sta. 111 + 50 to Sta. 114 + 00 and accompanying structure 3-4. Contractor also installed all connecting and related storm drain pipes. Contractor started installation of curb & gutter from Sta. 114 + 00 to Sta. 124 + 00 west side of project.
- F. Blair Bro.'s Contr. performed pothole repairs at various locations throughout the Town. Grace and Cary Streets along with S. Mason Street.

September 2, 2011

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING  
HELD ON MONDAY, AUGUST 22<sup>ND</sup>, 2011

The Police Committee met Monday, August 22<sup>nd</sup>, 2011 at 4:00 p.m. for an onsite tour of the new Police Station and Town Manager's Office located at 911 and 913 South Church Street. The meeting then continued at 4:27 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mrs. Denise N. Tynes, Chair; Ms. Constance Chapman and Mr. Andrew C. Gregory. Other Council members present were Mr. T. Carter Williams, Vice Mayor; Dr. Milton Cook, Mr. John L. Graham, and Mr. David M. Hare, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins III, Director of Planning, Engineering, and Public Works; Ms. Lesley Greer, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. Alonzo Howell, Smithfield Police Captain; and Ms. Jimmie Minton, Office Manager for the Smithfield Police Department The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chair, Ms. Denise N. Tynes, called the meeting to order at the New Police Station located at 913 South Church Street. Committee met prior to committees to do an informal tour of the New Fire Station and Reverse Osmosis Plant. Mr. Jason Stallings gave the tour of the new Fire Station and Mr. Brian Freeman and Jack Reed gave the tour of the Reverse Osmosis Plant.

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

1. Request from Isle of Wight Amateur Athletics for Traffic Control Assistance along the Smithfield Station Bridge on October 8<sup>th</sup> from 3 p.m. to 4:15 p.m. for the 2011 NASQUACK Derby Duck Race – Mrs. Tynes stated that this event was held last year and the Isle of Wight Amateur Athletic was requesting assistance again this year to hold the race. Mr. Gregory did mention that last year the way the race was setup people lined up on one side of the bridge and in order to see things they had to move over to the other side of the bridge. This year's race has been setup so that the entire race can be seen on one side of the bridge. This makes it safer than last year. Committee recommends approval of the NASQUACK Derby Duck Race.

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

1. Operational Updates – Captain Howell reported that employment has been offered to Mr. James Phillips as a police officer. The department interviewed him last week. The department is hopeful he will accept and become our newest police officer. A swearing in has been scheduled for next Monday, August 29<sup>th</sup> at 10:00 a.m. He will begin work immediately following. Mr. Phillips is a college graduate and is certified through Central Virginia Criminal Justice Academy so he will not need the academy here. However he will have four to six weeks of field training before he is on his own. The hiring of Mr. Phillips will put the department at full staff. Captain Howell also reported that the department had a very successful “National Night Out” event. He explained that the fire department, police department, sheriff’s department, Isle of Wight Rescue Squad were all present. The department has heard nothing but good comments from all who attended. Captain Howell stated that this will continue in the future to bridge the gap between communities and police. Captain Howell reported that as far as community outreach we had several members of the emergency response team to carry some of the children out from Bright Beginning’s to do some of their back to school shopping. Captain Howell mentioned that in reference to the ordinance that was passed for golf cart usage he has spoken with the Treasurer’s Office about providing decals to those golf carts that have been registered. This would allow the police officers to easily identify which golf carts have been registered. The decal purchased annually would change in color each calendar year expiring December 31<sup>st</sup>. The decal would be displayed on the front of the golf cart. He stated that to date the town has had no golf carts registered. The Town Manager reported that there were a couple of items in reference to the new police station that will be discussed at tomorrow’s Public Buildings and Welfare Committee.

The meeting adjourned at 4:33 p.m.

September 6, 2011

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, AUGUST 22<sup>nd</sup>, 2011

The Water & Sewer Committee held a meeting on Monday, August 22<sup>nd</sup>, 2011 at 5:22 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Andrew C. Gregory, Chairman; Mr. John L. Graham, and Mr. T. Carter Williams, Vice Mayor; Other Council members present were Ms. Constance Chapman, Mrs. Denise N. Tynes, Dr. Milton Cook, and Mr. David M. Hare, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Ms. Lesley Greer, Town Clerk; Mr. William T. Hopkins III, Director of Planning, Engineering, and Public Works; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, Town Attorney; The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chairman, Andrew C. Gregory called the meeting to order.

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

1. Virginia Water / Wastewater Agency Response Network Membership and Mutual Aid Agreement – The Town Manager stated that this came to staffs attention as we are preparing to go online with the Reverse Osmosis Water Treatment Facility and relying on others input. He explained that obviously the police department has a mutual aid agreement for law enforcement. At this time we have no formal mutual aid agreement for water and sewer. However we are part of the region participating in the consent order. Recently staff had a field trip to James City County to see their Reverse Osmosis Plant which is three times larger than ours. James City County has offered assistance if necessary but the town has no formal mechanism to request assistance should we need it. The Town Manager explained that this is a state program that formalizes mutual aid. There is no cost to the town unless you actually need assistance. The assisting locality would document man hours for assisting and any expense that they incurred. Some of the surrounding localities that are participating in the program are Newport News, James City County, City of Suffolk, Virginia Beach, and Chesapeake. Town staff does not see a down side to becoming part of the program to formalize mutual aid for utilities. Committee recommends approval of mutual aid agreement.

2. Authorization to Proceed with Budgeted Purchase of Remaining 600 Water Meters in the Amount of \$74,400.00 – Mr. Hopkins reported that as stated this is a budgeted item. This will complete the installation of water meters and keep approximately 50 in reserves. Committee recommends authorization to proceed with purchase of water meters.

3. Accept Proposals from Draper Aden Associates for Budgeted Sewer Consent Order Work: The Town Manager reported that we have more items in the budget this fiscal year related to the consent order that will be coming to committee in the next couple of months. These two proposals were rolled over from last fiscal year.

a. Phase 2 CCTV Inspection Scope of Work and Fees – The Town Manager explained that in regards to the CCTV inspections of the town's sewer lines Draper Aden Associates did some of these inspections previously. However we have more that needs to be completed by November 26<sup>th</sup>. It is very important to get started on this as soon as possible.

b. Private Property I/I Abatement Program Assistance – Scope of Work & Fees - The Town Manger stated that this proposal is in regards to the private infiltration and inflow abatement program. He explained this will be an interesting issue as we move forward. The town is looking at our assessments to make sure that everything on the public side of the sewer system is okay. The other side of this is the potential problems on the private property side which is also part of the consent order to come up with a policy on how you deal with those problems on the private side. Committee asked if private property line scoping would be an individual cost or a town cost. At this item HRSD has agreed to cover the cost on the private side.

Mr. Gregory expressed concern over that the initial budget for this project was in excess of three million dollars over a three to five year period of time and at this item what the town has spent to date is nowhere close to that figure. There is a concern that there is something that we have not done yet. The Town Manager stated that over the next several months there would be a lot more proposals coming to committee for approval and some of those proposals were high dollar proposals. Staff also stated that some work had been done prior to the consent order to lines going through the marsh because staff knew it would be a potential problem. Committee recommends approval of the above two proposals.

The meeting adjourned at 5:38 p.m.

September 2, 2011

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING  
HELD ON MONDAY, AUGUST 22<sup>ND</sup>, 2011

The Finance Committee held a meeting on Monday, August 22<sup>nd</sup>, 2011 at 4:34 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. John L. Graham, Chair; Mr. Andrew C. Gregory, and Dr. Milton Cook. Other Council members present were: Ms. Constance Chapman, Mrs. Denise N. Tynes, and Mr. T. Carter Williams, Vice Mayor, and Mr. David M. Hare, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning, Engineering, and Public Works; Ms. Lesley Greer, Town Clerk; Ms. Ellen D. Minga, Town Treasurer; Mr. William H. Riddick, Town Attorney. The media was represented by Kelly Barlow of The Smithfield Times.

Councilman John L. Graham called the meeting to order.

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

1. Invoices Over \$10,000 Requiring Council Consideration:

a.	English Construction Company	\$273,042.54
b.	Clark Nexsen	\$ 17,325.10
c.	Sungard Public Sector (Revised)	\$ 13,550.63
d.	J. R. Wills & Sons (Manager's Office)	\$ 24,510.75
e.	J. R. Wills & Sons (New Police Station)	\$ 43,348.42
f.	All Virginia Environmental Solutions	\$ 11,950.00
g.	Excel Paving Corporation	\$138,180.33
h.	Excel Paving Corporation (Waterline Replacement)	\$ 48,759.53
i.	Draper Aden Associates	\$ 20,544.80
j.	Black Creek Workshop LLC	\$ 17,652.00

Committee recommended payment of all the above invoices. The Town Manager mentioned that the invoice for Black Creek Workshop, LLC is for the exterior work on

the Manor House. Those funds were budgeted last fiscal year and rolled over to this fiscal year. Work was completed under budget. Mr. Hopkins did an inspection of the work this morning and there will be additional work needed up to the amount of \$1,600.00. The amount of this invoice may be adjusted between now and what will be posted on the Town Council agenda.

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

1. Draft June Financial Statements – Ms. Minga reported that the June statement is in draft form as the town is still receiving June invoices to close out the Fiscal Year. She stated there are also a few other things that could not be done until this week and with working on the utility rate analysis she ran out of time. This draft is close in a lot of respects but there are some significant things that are not included in them. Final June financial statements along with July financial statements will be included in September's Committee packets.

2. July Cash Balances -- Ms. Minga pointed out that she has made the final draw request on the Water General Obligation fund so those funds that were available for the original loan for the Reverse Osmosis and Water Tank will be depleted. Ms. Minga also mentioned that she has received a wire notice from TowneBank so we have received the loan funds requested from VML/VACo. Some of the escrow amounts are getting a little bit lower as we move forward with these projects. Water = \$220,477.81; Water Debt Service = \$1,215,825.37; Water Capital Escrow Availability Fees = \$742,903.49; Water Development Escrow = \$69,840.48; Water General Obligation Funds = \$364,141.12; **Subtotal Water = \$2,613,188.27.** Sewer = \$187,869.80; Sewer Development Escrow = \$315,736.11; Sewer Capital Escrow Availability Fees = \$680,210.21; Sewer Compliance = \$537,412.86; **Subtotal Sewer = \$1,721,228.98.** Highway = \$320,477.23. General Fund = \$1,092,971.33; Payroll = \$29,411.86; Money Market General Fund Town Bank = \$223,778.16; Business Super NOW-General Fund = \$32,828.03; Money Market General Fund Farmers Bank = \$633,366.73; General Fund Capital Escrow = \$50,487.02; Certificate of Deposit = \$24,263.66; Certificate of Deposit Police Dept = \$35,797.98; Special Project Account (Pinewood) = \$74,733.07; Pinewood Heights Escrow = \$57,439.55; South Church Street Account = \$1,126,164.81; **Subtotal General Fund = \$3,381,242.20.** Beautification = \$7792.93; Money Market Beautification = \$297,013.88; **Subtotal Beautification = \$304,806.81; Rising Star = \$63.49. TOTAL ALL FUNDS = \$8,341,006.98.**

3. Continued Discussion on Annual Contributions made to Isle of Wight County and Agreements Related to Volunteer Fire and Rescue and E911 Dispatching – Mr. Graham stated that this item was based on a discussion that we had at the last Finance Committee meeting. The Town of Smithfield sends some contribution directly to the County and some to the Fire Department. The thought is the tax payers in Smithfield are paying county taxes in addition to town taxes. The purpose of the meeting is to get some background on the funds that the town gives to the Smithfield Volunteer Fire Department

and how that money is spent. Mr. Mickey Stallings reported that the Town Treasurer has the most accurate records on the funds that we get from the town. The Town Treasurer reported that the fire department is set up as a departmental budget within the towns overall budget. Mr. Stallings stated that through that budget there are some line items that the fire department passes the bills directly to the Town Treasurer for payment. Dr. Cook explained that we are more concerned about money that is paid to the County for the fire department and how it is used. Mr. Graham took fuel for example and asked why the citizens of Smithfield through taxes are paying for this. Mr. Stallings explained that he agrees with Committee that we are all county tax payers and the citizens in the Town of Smithfield are paying more than their share because they pay town taxes as well and some of those funds are used for fire services. He explained that at Carrollton Volunteer Fire Department that does not happen. Mr. Stallings stated that the fire department receives benefits from the Town of Smithfield. He stated that as a tax paying citizen he believes the county should be paying for it all. Mr. Stallings reported that the \$134,000.00 that goes to the fire department was established years ago and have remained fairly flat over the years. Mr. Graham asked about the fuel fund and travel. Mr. Stallings stated that amount of money is used at the end of every year. He explained that they take each active member and take the number of runs for the ones eligible to participate and divide it in the budgeted amount of money and that money is distributed to those eligible members to compensate them for some fuel expenses for making those runs. Committee thinks this is something unique to the Smithfield Volunteer Fire Department and it does recognize the volunteers that are volunteering their time. Vice Mayor Williams asked if the fire department submits an invoice to the town each year to pay for this. Mr. Stallings replied yes and then the Fire Department's Treasurer cuts individual checks to the eligible members. Ms. Minga stated that the only fund paid directly to the county is the \$30,000.00 to support the paid personnel. The rest is paid directly to the fire department or paid to the vendors. Example of payment made directly to a vendor would be the line item for insurance. Committee expressed concern over why the town is funding these items and not the county. Vice Mayor Williams stated that the line item for insurance was established because they were being housed in a town building. Now that they are located in a County building does the town need to continue to fund. Ms. Minga stated that in the beginning the fire department had a three tier budget that consisted of funds raised through fundraisers, contributions made by the town, and funds from the county. The Town Manager asked that in terms of the overall operating budget what other funding sources the fire department has. Mr. Stallings reported that we have the calendar drive which raised \$18,500.00. There were donations in addition to that of \$9,500.00. Fire Reports \$20.00. Isle of Wight County divided up quarterly totaling \$59,249.00 for operating cost. Mr. Stallings stated that the fire department gets more funds from the Town of Smithfield than the County. Fire Fund Account from the Town of Smithfield \$18,360.00 and from the county \$10,773.00. Insurance Claim last year of \$4,800.00; Miscellaneous Funds totaling \$1,300.00; Town Run Funds which is \$12,978.00. Total funds received \$135,400.00. Does not include \$48,000.00 in invoices. Mr. Gregory stated that this has never been about the town thinking the fire department is over funded or that they are spending money the wrong way. He explained that the way this conversation came up was committee comparing Carrollton to Smithfield. Carrollton has a relatively new building, good equipment and a pretty strong volunteer department

that are 100% funded by the county and Carrollton's fundraising efforts. Here in the Town of Smithfield and we have a phenomenal volunteer force, new fire station and the town is paying more than what the county is providing for those same services. It is not about what you are spending. It is about the fairness of how those funds are being allocated for the Smithfield Volunteer Fire Department. Mr. Stallings stated that the County does not get involved in any of the town expenditures. Discussion was held on new expenses that have come up with the new fire station such as the electric bill. Town paid for at old location but county at this time has not increased fire departments budget to absorb additional utility cost. After a continued lengthy discussion it was decided that this topic needs to go before the Intergovernmental Committee.

4. Utility Rate Analysis Update – Ms. Minga gave a summary of the draft utility rate analysis. She explained that the intro explains the purpose for doing the study. The projected revenues and expenses show you the items that were taken in consideration. Ms. Minga stated that this is just a draft and there are a few additional items that she would like to include in the final product. Ms. Minga that she has prepared five different rate options. In each rate option she explained what it was and a table was included to show what the rate would look like. What the total would be for water and sewer including HRSD fees. What the total combined cost would be. She continued to explain that she compared that to the previous rate. She also broke it down in different increments like 3,000 up to 100,000 in usage. This information was compared to some of the surrounding localities. Ms. Minga stated that there is a spreadsheet included that shows how different localities do their billings. Ms. Minga reported that the surrounding localities included Isle of Wight, Chesapeake, Suffolk, and Newport News. She mentioned that Chesapeake and the City of Suffolk just recently upgraded their rates. The average usage for 87% of the users is below 20,000 gallons. Ms. Minga explained that Option A is based on the existing rate structure and simply increases the rates in order to recover the projected expenses. The rate increase used was \$4.85 for water compared to \$2.55 and \$3.50 for sewer compared to \$2.90. The debt service fee and sewer compliance fee was left in place and added in the total cost of the project. At the end of the study Ms. Minga stated that she shows what the operating income and loss would be for each option. Ms. Minga stated that Option B was her least favorite. It is an increasing block rate with no minimum bill. This option will most likely deter large businesses. The high end users would definitely pay the most. This option is a tier rate based on the current usage. Option C looked at using a minimum charge for usage under 5,000 gallons and then applying a uniform rate for water and wastewater based on the amount of water consumed above the minimum. Option C-2 is very similar to Option C with the exception of using a minimum charge for usage under 10,000 gallons and then charging a uniform rate based on usage above the minimum. Option D is similar to Option C-2 in that it also imposes a minimum charge on the first 10,000 gallons of usage. Also in Option D the minimum charge was increased to offset the elimination of the debt service and sewer compliance fees. The expenses normally paid for from these fees have been moved to the operating statement and included in the annual costs that must be covered by the water and sewer utility rates. Ms. Minga stated that this option did not turn out as bad as she thought it would be however the town would not be as sure of what will be received in fees as they do currently with a set debt service and sewer compliance fee. Ms. Minga

stated that she was able to pull off a pamphlet from Chesapeake that explained the reason for sewer fees going up due to the mandated sewer consent order. In comparing our potential rates with those of the surrounding areas we are still in most cases lower with the exception of Newport News. Mr. Graham asked what a good practice is for management of water and sewer as far as reserves and how much should you plan to have in reserves as a percentage of your annual budget. The Town Manager replied that it varies greatly. He stated that in some localities the utilities are the money makers and they have huge reserves. The Town Treasurer stated that typically the reserves have been independently done by localities generally around 10 to 20 percent. Committee agreed that rate structure needs to allow the town to start putting money back in reserves for the future. Ms. Minga stated that she has not seen any other localities doing it quite like us but our way makes it very transparent. It also makes it very comfortable to know what water fees are coming in. Ms. Minga also explained that the reason the sewer rates continue to climb is that they have estimated that in the next 7 to 10 years after the initial phase of the sewer compliance consent order is completed we can estimate approximately \$ 500,000.00 a year to continue with the project. Ms. Minga explained what the \$500,000.00 would be for. Mr. Snyder of Draper Aden Associates stated that it would be approximately 3 months before they would have a better handle on that number and the hope is that it will come down. At this time the town is significantly behind what we initially budgeted. Most of this is the study of the system. Then all of the information has to be submitted to the EPA for approval. There is also a wet weather management plan portion of it as well. Regionally this could be millions of dollars and the thought was reasonably to estimate \$500,000.00. This amount has already been incorporated in the sewer side of the rate study. Ms. Minga stated that under the first four options it was included under the sewer compliance fee. The debt service fee with these estimates will be FY 2022-2023 before those fees are removed. Committee thanked Ms. Minga for her hard work in compiling this information. Mr. Gregory asked if the study was based on change to become effective January 2012. Ms. Minga replied that was correct. Mr. Gregory stated that regardless of whom the high end users are you cannot make it punitive enough to make up the difference because there is not enough to do that. They only make up 5 to 8 percent of the users. Ms. Minga stated that they do not want to push industry out either. Mr. Gregory suggested that once the utility rate analysis is done and whenever we give notice to the residents of the increase that the town include the charges from other surrounding localities. Ms. Minga stated that even though it is harder sometimes for the low end users there is some merit in having a minimum usage followed by a fee for anything above that minimum usage. If the town does instill a rate that is a lot higher than what people are used to even the customers that are not high users have a tendency to conserve more. The numbers are only as good as your consumption. If your consumption drops off then the study will not be any good no matter how much work went into it. Committee agreed to study the draft report and bring back next month for continued discussion.

The meeting adjourned at 5:21 p.m.

September 2, 2011

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FIRE AND RESCUE COMMITTEE  
MEETING HELD ON TUESDAY, AUGUST 23, 2011

The Fire and Rescue Committee held a meeting on Tuesday, August 23rd, 2011 at 4:50 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Vice Mayor T. Carter Williams, Chair; Ms. Constance Chapman, and Mrs. Denise N. Tynes, Other Council members present were: Mr. Andrew C. Gregory; Mr. John L. Graham, Dr. Milton Cook, and Mr. David M. Hare, Mayor. Staff members present were Ms. Lesley Greer, Town Clerk; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Mr. Wayne A. Griffin, Town Engineer; and Mr. William H. Riddick, III, Town Attorney. Others in The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chairman T. Carter Williams called the meeting to order. This meeting was delayed due to a Closed Session that was held prior to the Fire and Rescue Committee meeting.

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

1. Operational Updates – Vice Mayor Williams asked if either of the other two members had anything to bring before the Fire and Rescue Committee. Vice Mayor Williams reported that Council toured the new fire station prior to the start of Committee meetings yesterday. It is up and running. Town is working on trying to decide what they are going to do with the old fire station other than house a rescue squad truck and a fire truck in the existing bays. The upstairs will most likely be remodeled for town hall use. The ribbon cutting for the new fire station was held on August 18<sup>th</sup>. Vice Mayor Williams stated that the two departments were present earlier however due to the meeting being delayed they were not able to stick around. They will update us next month on their operations.

The meeting adjourned at 4:51 p.m.

September 2, 2011

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, AUGUST 23<sup>RD</sup>, 2011

The Public Works Committee held a meeting on August 23<sup>rd</sup>, 2011 at 4:52 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Ms. Constance Chapman, Chair; Dr. Milton Cook, and Mrs. Denise N. Tynes. Other Council members present were: Mr. John L. Graham, Mr. T. Carter Williams, Vice Mayor; Mr. Andrew C. Gregory, and Mr. David M. Hare, Mayor. Staff members present were: Mr. William T. Hopkins, III, Director of Planning, Engineering, and Public Works; Mr. William H. Riddick, III, Town Attorney; Ms. Lesley Greer, Town Clerk; Mr. Wayne A. Griffin, Town Engineer; Mr. William G. Saunders, III, Planner/GIS Technician; Mr. Alonzo Howell, Smithfield Police Captain; Ms. Amy Musick, Smithfield Center Director; and Ms. Judy Winslow, Tourism Director; Also in Attendance were Mr. Rick Bodson, Smithfield 2020; Mr. Randy Pack, Mr. and Mrs. Sonny Hines, and Mr. and Mrs. David Goodrich residents of South Church Street Streetscape Project; Mr. Billy Bell, Electoral Board, and Ms. Gina Ippolito. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chair Constance Chapman called the meeting to order.

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

1. South Church Street Streetscape Project:

a. Cost Estimate to Convert all Dominion Virginia Power Service Lines Underground – Mr. Hopkins reported the funding sources listed on the memo includes \$821,468 in additional State and Federal Funding that staff was not aware of. VDOT has confirmed that these funds are available for the current/final phase of our streetscape improvements. Mr. Hopkins stated unfortunately those funds cannot be used for utilities. Staff recommends using Gwaltney Beautification funds to pay for the individual underground service lines. The cost estimate to put the lateral lines underground would be approximately \$229,500. Mr. Gregory stated that from his understanding the additional funds are from VDOT's Urban Fund. These funds are what has been allocated and set aside for several years now to use on improvements to the other side of the

Cypress Creek Bridge. Mr. Gregory mentioned that he wanted to use as little of the Urban Fund as possible. Mr. Graham asked if the total funding sources available include all of the Urban Fund. Mr. Hopkins replied that it did. Committee agreed that the Urban Funds would only be used as a last resort because these funds were originally designated for the other side of the bridge. Mr. Hopkins stated that committee needs to decide on moving the power poles to one side of the street soon. Vice Mayor Williams stated that the homeowners were going to be contacted to make sure everyone agreed for them to be moved. Council had agreed that if the residents agreed they would be moved to the south side of the street. Mr. Hopkins reported that Ms. Hines has contacted all residents and they were all in agreement. Vice Mayor Williams asked Ms. Hines if she was aware that the Gum tree was going to be cut down. She stated that she understood that. Committee agreed to proceed with placing the Dominion Virginia Power service lines underground.

b. Proposal from Clark Nexsen for Additional Construction Administration Services for Phase V in the Amount of \$20,120.00 – Mr. Hopkins stated that a portion of these additional services is for the Dominion Virginia Power lines to be placed underground. Mr. Hopkins also explained that tomorrow the town is being audited by VDOT on the streetscape project. Clark Nexsen and town staff will be a part of this audit. Ms. Chapman asked if this money was in the current budget for the project. Mr. Hopkins replied that it was not. Discussion was held on the original contract only including 10 onsite visits. This proposal would allow for up to eleven additional site visits. Ms. Chapman asked if this could be paid for through the extra funds that we have been told is available for the project. Staff replied that this could be paid for through the additional funds. Committee recommends approval of additional construction administration services.

c. Acceptance of VDOT Appendix A for Construction Funding – Mr. Gregory stated that this is just VDOT's official documentation on what funds they have allocated to the town. Committee recommends approval of funds allocated for the South Church Street Streetscape Project.

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

1. Park to Park Trail Update – Ms. Ippolito was present on behalf of the Smithfield Nike Park Trail Project Team. This is a Transportation Enhancement Project that will eventually connect the other side of the station bridge to Nike Park. Ms. Ippolito stated that they were here in April 2011 to give an update and this is just a continuation of our progress since April. She explained that they have been working with Kimley-Horn Associates and Mr. Stephen Brich which is part of the consulting team that is here today. Ms. Ippolito reported that they have done some survey work and determined the alignment of the sides of the road. In July the project team found out that they received another round of funding from the 2011/2012 Transportation Enhancement Planning Grant for \$885,000. This amount will fund this project through the construction of Segment 1 which is the Battery Park Segment. It will also bring Segment 2 up to 100% design. It will be ready for construction funding by next time funding is received. She stated they have started the wetlands field report and in the process of working with Kimley-Horn Associates environmental planner. Ms. Ippolito stated that they are not required to have a public hearing due to the fact that was taken care of through the grant

application process. However they are having public input informational meetings throughout the project. The next meeting is scheduled for September 13, 2011 from 5:30 p.m. to 7:00 p.m. Property owners have received notices about this upcoming meeting. Dr. Cook asked when they plan to start construction of Segment 1. Mr. Brich stated ideally they would like to start in the Spring if we can get all the properties donated by then. Mr. Saunders stated that there are about a half a dozen that need to be approached about dedications. Mr. Gregory asked if these residents have been notified that this project is being discussed. Mr. Saunders stated that everyone adjacent to the proposed trail has received letters about the trail and we have held a couple of public meetings. They have not been contacted individually in regards to dedication or acquisition. It is our hope to contact all those individuals prior to the September 13<sup>th</sup> meeting. Mr. Gregory asked that in talking about the potential widening of the road is the trail being designed outside the area of the road being widened. Mr. Saunders stated that everywhere it does not impact the adjacent property we are going to try to put the trail to the outer most portion of the right of way acquisition. There are a few properties that have structures very close to the road so we may get the full amount of right of way acquisition however we would bring the trail as close as we can to the existing road for now. Those properties would not be fully impacted by the widening until the widening occurs. At that time that portion of the trail may have to be demolished. Vice Mayor Williams asked what the status was of the trail from the Cypress Creek Bridge to Battery Park Road. Ms. Ippolito stated that is Segment 3. Discussion was held on alternate routes for segment 3 of the project. Mr. Saunders stated that they have some potential options for funding and they have 3 main routes that are being studied but no survey work has been done. Mr. Brich stated that the alternative route will be in the conceptual design and will be available at the public meeting on September 13<sup>th</sup> for citizens input and feedback. At this point the way the project was structured Segment 3 will only get conceptual design until some additional funds are allocated back to the project. Committee asked if project took the original path along South Church Street if it would be done as a sidewalk like on the other side of Royal Farms. Mr. Brich stated that the only requirement on the grant application is for it to be a multi-use path that is at least 10 feet wide so it can be made of concrete. This item was for informational purposes only at this time.

2. ADDITIONAL ITEM DISCUSSED: South Church Street Streetscape Project Concerns from Residents - Ms. Hines of 355 South Church Street was present on behalf of the residents on South Church Street. She began with stating that the town and staff have been wonderful in helping us get this project going. She stated that the only thing that she was going to mention today was that the perceived idea of a work zone in all reality is different than most people thought it was going to be. There are some health and safety issues that need to be addressed. The biggest complaint is the dust. There are several residents that have health issues like asthma and other respiratory problems that the dust effects. Ms. Hines stated that every week at the Monday Morning Moan meetings she has asked about the watering down of the street and on occasions it has been done. Ms. Hines also mentioned that they leave their large equipment on the street at night and on weekends which makes it difficult for some residents to see to get out of their driveways. Also a lot of the residents cannot park in their driveways due to the paving and curbing work that cannot be driven over for 7 days. Parking is limited with the large equipment parked along the street. Ms. Hines stated that the residents had requested that the speed limit be reduced and understands that is probably not going to

happen but appreciate the fact that the town did request the speed reduction from VDOT. She mentioned that there are people that are driving more than 25mph once construction has stopped at the end of the day. Ms. Hines also mentioned the number of tractor trailers that are still coming through South Church Street. Ms. Hines stated that both of these issues the speed limit and the trucks have regulations that are in place and would like to request that they be enforced. Committee asked if the police department could increase their patrol of that area after construction has stopped to help deter speeding and passing of slower moving vehicles. Mr. Griffin will check with VDOT about posting additional signage in construction zone stating traffic violations have enhanced penalties. Ms. Hines stated that she had one final request and that is for the town to consider complete closure of the road until the completion of the construction. Mr. Randy Pack was present on behalf of the Smithfield Historic District Business Association, Smithfield Station, and the Boardwalk Shops at the Smithfield Station. Mr. Pack stated that they definitely understand the residents' concerns and share many of those concerns, however all three of the organizations oppose the closure of the street. Mr. Pack did state they are in favor of the closure of Cedar Street to Luter Drive during December or January as a means to expedite the project. Mr. Pack stated that these organizations are already working on the tractor trailer issue for getting deliveries. Businesses have been in touch with their vendors to pass to their drivers not to use that section of South Church Street. Vendors have been very accommodating to doing this to minimize the tractor trailer traffic. Committee asked Captain Howell if the Police Department could assist with some of these concerns. Captain Howell stated in regards to some of the concerns expressed by the residents such as the tractor trailer traffic. The Police Department has contacted the Smithfield Foods Headquarters in reference to them notifying their vendors to get the word out that they are not to travel that section of South Church Street. Captain Howell stated that when we do experience tractor trailers in that particular area a lot of times it is a traffic hazard for the officer to have them turn around. Captain Howell mentioned that he feels a lot of these truck drivers are following a GPS and that takes them through downtown. He stated that he does not know how to fix that problem. The current signage that is up was approved by VDOT. Committee held a discussion on their concerns for not wanting to close the construction area completely. Committee expressed concern over there only being two way to go through Smithfield and if the town chose to close this portion of South Church Street traffic would be limited to only one way to get across town. Mr. Goodrich expressed his concerns on why he would like the town to consider complete road closure. He does not think the road closure would impact businesses. Mayor Hare stated that there is no ideal solution for all these issues. Council in making the decision to close the road from Cedar Street to Luter was in response to some of these concerns. Mayor Hare Stated that he too is a resident of this portion of South Church Street and does not like it any more than the other residents, however council has to consider all the factors. He explained that over the years he has come to realize it is impossible to address everything on a project of this magnitude. Mayor Hare stated that this council is committed to getting this project done as quickly as possible. Committee appreciates the homeowners and businesses continued patients. Committee informed the residents that were present that they would do their best to address all of their concerns

The meeting adjourned at 5:46 p.m.

September 2, 2011

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, AUGUST 23<sup>rd</sup>, 2011

The Public Buildings and Welfare Committee held a meeting on Tuesday, August 23<sup>rd</sup>, 2011 at 4:00 p.m. and then closed the meeting at 4:50 p.m. and reopened the Public Buildings and Welfare Committee meeting at 5:46 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; Mr. T. Carter Williams, Vice Mayor; and Mr. John L. Graham. Other Council members present were: Mrs. Denise N. Tynes, Ms. Constance Chapman, and Mr. David M. Hare, Mayor. Staff members present were Ms. Lesley Greer, Town Clerk; Mr. William T. Hopkins, II, Director of Planning, Engineering and Public Works; Mr. William H. Riddick, Town Attorney; Mr. Wayne A. Griffin, Town Engineer; Ms. Amy Musick, Smithfield Center Director; and Ms. Judy Winslow, Tourism Director; Also in attendance was Mr. Billy Bell, Electoral Board; and Ms. Gina Ippolito. The media was represented by Ms. Kelly Barlow, The Smithfield Times.

Committee Chair, Dr. Milton Cook called the meeting to order at 4:00 p.m. to hold a closed session. Once the closed session was over Dr. Cook closed the meeting so that Council could go back to the top of their Tuesday Committee Agenda beginning with Fire and Rescue.

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

1. Pre Public Hearing Discussion: Zoning Ordinance Amendments to Define and Regulate Portable Storage Units and Construction Refuse Containers – Vice Mayor Williams stated that this zoning ordinance amendment to define and regulate portable storage units and construct refuse containing was self explanatory but did not state what the town is going to do if they are in violation. The Town Attorney stated they would be in violation of the zoning ordinance and that is a class 1 misdemeanor. He stated that Planning Commission recommended approval unanimously. Committee mentioned that this topic had been discussed at a previous committee meeting and they recommend approval of zoning ordinance amendments.
2. Proposal for Additional Scope of Work for New Police Station – Captain Howell reported that the Police Department is proposing to have a Sally Port attached to the back

of the new police station. The purpose of the Sally Port is to have a fenced in area that when we have a prisoner we can bring them in through a secure area so they cannot escape. Razor wire will be located at the top of the fence. Staff has talked to the contractor and shared the design that staff was interested in. A proposal was submitted for the Sally Port with an estimated cost of \$22,196.00. There may be an additional \$2,100.00 for the keypad that will be required to operate the gate so the officer will not have to get in and out of the vehicle. Captain Howell stated that the police department has reduced the number of vehicles budgeted this year in order to pay for the Sally Port. So there should not be any additional expense to the proposed budget for the new police station. Committee recommends approval of Sally Port with the reduction of one budgeted police vehicle to cover the cost.

3. Request to Have Rental Fee Waived at Windsor Castle Park for the Smithfield Wine and Brew Festival in April 2012 – Ms. Musick reported that the Smithfield Wine and Brew Festival is planned for April 2012. They will be using the Windsor Castle Park site. Ms. Ippolito stated that there are four different groups that are involved in the planning of this event and the Smithfield Rotary Club has taken the lead. There are also organizations involved that through the Rotary Club a portion of the proceeds will benefit. Windsor Castle Park Foundation is one of the beneficiaries of the wine festival event. Ms. Ippolito stated that the Windsor Castle Foundation Board discussed this at their last meeting and voted unanimously to support the fee waiver for rental of the site at Windsor Castle Park to hold the Wine and Brew Festival event. Ms. Musick mentioned that because a portion of the proceeds come back to the Windsor Castel Park Foundation staff feels the rental should be waived. Committee recommends rental fee waiver. Ms. Musick stated that in addition to the fee waiver a portion of the trail would need to be closed according to our ABC ordinance. The portion of the trail that is proposed to be closed is in the trail along the fishing pier. According to the ABC regulations when you are serving alcohol you have to have one point of entry and one point of exit that is controlled. The event itself runs from 11:00 a.m. to 5:00 p.m. Ms. Ippolito stated that there will be other things to do in town that evening. Ms. Ippolito stated that notice of trial closure would be posted in advance. Committee recommended approval.

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

1. Proposed Evidence Building – Captain Howell mentioned that staff has met with the contractor on numerous occasions to discuss minimizing the cost to bring that stand alone building behind the new police station up to where it is useful and can be utilized as an evidence building. Currently the police department's evidence is being stored in the basement of Town Hall at 310 Institute Street. The contractor has submitted a proposal for that building but it is staff's recommendation to bring that proposal back next month when staff will have a better handle on our overall project cost. The proposed cost for the evidence building is estimated to be \$54,065.24. Vice Mayor Williams mentioned that he

thought the air condition system was going to be included in the proposal as some of the evidence requires a cool environment. He stated that it surprises him that the estimate was so high just to do the left side of the building. Mayor Hare stated that after touring the building yesterday he was blown away at the estimate to bring it up to where it is usable. Vice Mayor Williams stated that it was \$85,000.00 to begin with. Discussion was held on it being a cinder block building and the estimate was extremely high for the necessary work and it does not include air conditioning. Vice Mayor Williams mentioned that the building needs controlled areas on the inside. Captain Howell explained that once you enter the front door there would need to be a metal wall built so that officers can get to a certain point to package and store their evidence and leave. They would not have access to the remaining evidence that is inside the evidence room itself. The evidence technician would come in and take that evidence and officially log it in and store it where it needs to be stored. Captain Howell continued to explain that you have to have a system in place so that when you go into court none of the evidence would come into question in reference to how it is stored. If not stored properly this could possibly cause the town to lose cases. Mr. Graham mention that when the town started this project it was with the concept that the town could buy this property, finance it, and pay our monthly bills for the same amount or less than what we are renting for today. He expressed his concern that the town may need to revisit these calculations to see if that is still where we stand. Mayor Hare stated that he was okay with the proposal for Sally Port because the police department was willing to give up a budgeted vehicle in order to pay for this item. Mr. Graham asked why the evidence room was not included in the layout of the new police station building. Mrs. Tynes stated that some of the evidence that is brought in cannot be stored in the new police station. Captain Howell reported that there could be an opportunity where we would seize a vehicle in reference to a bank robbery. That vehicle would have to be processed. We could utilize that building to secure that vehicle to process it out of the weather. Captain Howell stated that currently when they have situations that require a vehicle to be seized they ask the fire department to store the vehicle in one of their bays; however this does not secure the vehicle because anyone can go in and touch it. Ideally a seized vehicle needs to be exclusive to the police department. Captain Howell stated that as far as the evidence building staff recommends waiting for all the bills to be paid for the current renovations to the police station and Town Manager's office to determine how much of a budget amendment would be necessary in order to try to bring this building up to standards where we can utilize if for evidence. Mr. Hopkins stated that may also be something that needs to go in next year's budget. This item will come back to committee next month.

2. Resolution of Support of a Town Duck Team – Ms. Ippolito stated the committee was familiar with the Duck Race as this event was held last year. She stated that it has progressed a little bit more than last year through getting teams to help get ducks adopted. Isle of Wight County just adopted a resolution of support to having a county duck team. They are allowing their staff to display adoption papers at their county offices. They are also encouraging them to adopt themselves and send to whatever contacts they have to get other people to adopt a duck. The Smithfield Amateur Athletic is asking the Town to get quacky and help us get ducks adopted. Ms. Ippolito stated that the way it works is the adoption papers would be coded Town of Smithfield Ducks and dropped off at all the

town offices. Town Staff could then email to their contacts to promote the adoption of the ducks. Ms. Ippolito stated that this is completely voluntary as far as staff participation. Mrs. Tynes asked if the organization was a private or public organization. Ms. Ippolito explained that it was a non-profit organization. Mrs. Tynes stated that she has concerns with adopting something for town staff to do. Ms. Ippolito stated that she was not asking town staff to adopt anything. The resolution of support for a Town Duck team would allow the Smithfield Amateur Athletics to display a rack of adoption papers. Committee expressed concern about allowing charities to place items in public offices. Mrs. Tynes stated her concern of possible violating public law with display private organization information. Dr. Cook asked the Town Attorney if it would be an issue for us as a council to promote the duck race as a private fundraising entity. The Town Attorney asked Ms. Ippolito why the town endorsing this makes it more successful. Ms. Ippolito stated that the more organizations we have to communicate with the public, friends, and families to say adopt a duck that is the way this event gets bigger. You have teams out there helping you get ducks adopted. The Town Attorney stated that he doesn't know if there is anything wrong with it because he does not know the answer to Mrs. Tynes' concern. However the better practice is to not open the door. This will put you in a situation that everyone will want you to do this and to be fair and equitable to your community what you do for one you have to do for all. After a lengthy discussion it was decided that the question remains are we endorsing something that we should not be endorsing. The Town Attorney will research and bring information to the September 6<sup>th</sup> Town Council meeting.

3. Continued Discussion on Moving Town Election Cycle to November – Dr. Cook began with asking Mr. Bell if the State Board of Elections was encouraging localities to move their elections to November. Mr. Bell replied that was about two years ago when Ms. Rodriguez was secretary. It was a cost cutting measure on her part. Mr. Bell stated that the Electoral Board does what the politicians want them to do. If the Town of Smithfield decides to move elections to November the Electoral Board will make it work. The downside of moving to a November election cycle is there will be lines and we will need to screen the voters to determine if they are citizens of Smithfield or citizens of the County. There will also be two ballots in the room. Mr. Bell stated that there are 792 people that vote here at this Smithfield precinct that are not entitled to vote for Town Council. That is not the case with Cypress Creek. Everyone in the Cypress Creek precinct are citizens of the Town of Smithfield so there will only be one line with one ballot form in the room. If town decides to keep town elections in May then all town citizens would vote here at the Smithfield Center, however during November elections on odd years they would have other precincts where they would have to vote. Mr. Bell stated that the Town of Windsor has already decided to go to only November elections and if the Town of Smithfield decides to do that as well then the Electoral Board would have no elections in May. Vice Mayor Williams expressed his concerns that the Town of Windsor has one precinct for the entire district and Smithfield will have five precincts. He continued to explain that May elections allow the candidates to meet the voters as they come to the poll to vote and if moved to November town citizens would be voting at five different precincts. This would make it very difficult for candidates to greet voters at each polling place. At this time May elections are paid for by the Town of Smithfield. If

the town moves election cycle to November the cost to the town would be considerably less. The town would still be responsible for paying for the ballot style which is the setup cost to put the town on the ballot. Mayor Hare asked if there would be a lot of people on the ballot that would take away from town elections. Mr. Bell stated that town elections would always be at the bottom of the ballot form. Mr. Bell stated that in his professional opinion moving the election cycle would be confusing to citizens. Ms. Tynes stated that in the beginning she was against the change, however since the redistricting she feels it will be less confusing if town cycle was moved to November. Committee agreed that either way the citizens will need to be educated on voting process. Mr. Bell stated the Electoral Board would support the town either way. The Town Attorney stated that if Council decides to move forward with moving the election cycle then they would submit a bill to the general assembly to have the Town Charter amended and another public hearing would need to be held. At this time you are looking at the soonest November election the town could have would occur in 2014. The town would still hold their May elections in 2012 and those elected would serve an additional six month term. Mr. Graham encouraged the rest of Council to call other localities that have gone from a two election cycle to one. He said that he found it very informative. Committee agreed that they need to decide if there is enough on Council that agree with the election cycle being moved before proceeding.

4. Closed Session: Request for Proposals (RFP) Windsor Castle Farm – The Town Attorney stated that we need a motion to go into closed session for the discussion of the disposition of real property pursuant to Section 2.2-3711.A.3 of the Code of Virginia. Vice Mayor Williams so moved the motion and Dr. Cook seconded the motion.

*Closed Session Began @ 4:05 p.m. and ended at 4:48 p.m.*

The Town Attorney stated that we need a motion that during closed session there was only the discussion of the disposition of real property pursuant to Section 2.2-3711.A.3 of the Code of Virginia. Dr. Cook so moved the motion and Mr. Gregory seconded the motion.

Dr. Cook then closed the Public Buildings and Welfare Committee at 4:50 p.m. to go back to the beginning of the Committee agenda for Tuesday, August 23<sup>rd</sup>, 2011.

Meeting Adjourned at 6:55 p.m.

## ZONING PERMITS JUNE 2011

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
5946	FENCE AND SHED	MOONE PLANTATION	124 LENORA COVE	RICKY WOMBLE
5947	SIGN PERMIT - SMITHFIELD VOLUNTEER FIRE DEPT.		1804 SOUTH CHURCH STREET	
5948	FENCE	GRIMESLAND	1209 MAGRUDER ROAD	JERRY STANLEY
5949	STORAGE SHEDD	WATERFORD OAKS	907 CANTEBERRY LANE	MARK ELKHILL
5950	FENCE	MOONE PLANTATION	108 LENORA COVE	CATHERINE AND MICHAEL GOELLER
5951	DECK	GRIMESLAND	1701 MAGRUDER ROAD	SCOTT MAROIS J PRICE BUILDING COMPANY
5952	CARPOT	SCOTS LANDING	824 EASTON PLACE	HENRY CHANDLER
5953	FRONT PORCH		521 PAGAN ROAD	H. WAYNE JONES MEL PRICE WORK PROGRAM ARCHITECTS
5954	FENCE	GRIMESLAND	106 WILLIAMS STREET	V GAIL BRITT
5955	SWIMMING POOL	MOORE PLANTATION	428 LANE CRESCENT	SHANE FAULKWELL
5956	PIER, BOATHOUSE, GAZEBO		353 PAGAN RIDGE ROAD	GREG FULCHER BOB LIVENGOOD L AND M MARINE
5957	SWIMMING POOL		19655 BATTERY PARK ROAD	RICHARD HILLIS
5958	SHED	WELLINGTON ESTATES	317 QUEEN COURT	DAVID LOGAN
5959	SIGN PERMIT - THE KEITH CORPORATION		13500 BENNS CHURCH BLVD.	
5960	DEMOLISH DUPLEX	PINEWOOD HEIGHTS	71 AND 72 PAGAN AVENUE	TOWN OF SMITHFIELD
5961	DEMOLISH DUPLEX	PINEWOOD HEIGHTS	73 AND 74 PAGAN AVENUE	TOWN OF SMITHFIELD
5962	DEMOLISH DUPLEX	PINEWOOD HEIGHTS	93 AND 94 PAGAN AVENUE	TOWN OF SMITHFIELD
5963	DEMOLISH DUPLEX	PINEWOOD HEIGHTS	101 AND 102 PINEWOOD DRIVE	TOWN OF SMITHFIELD
5964	SHED AND FENCE	MOONE PLANTATION	129 LANE CRESCENT	KEITH MCFADDEN
5965	SIGN PERMIT - FAMILY DOLLAR		1211 BENNS CHURCH BLVD.	
5966	ABOVE GROUND POOL	ASPEN WOODS	213 BISHOP CIRCLE	WILLIE BOOTHE
5967	SINGLE FAMILY DWELLING	WELLINGTON ESTATES	610 WESTMINSTER REACH	J F SCHOCH BUILDING CORPORATION - CHRISTOPHER TAYLOR

# Smithfield Police Department Activity Report

## July 2011

	This Month July 2011	Last Month June 2011	YTD 2011	July 2010	YTD 2010	YTD % Change
<b>Incidents Reported</b>						
Calls for Police Service	1,091	1,188	7,860	1,239	7,598	3.45%
<b>Traffic</b>						
Traffic Stops	170	159	1,541	178	2,352	-34.48%
Traffic Summons	64	78	695	64	1,058	-34.31%
Accidents	25	12	124	28	147	-15.65%
<b>Criminal Process</b>						
Misdemeanor Arrests	9	13	98	23	159	-38.36%
Felony Arrests	1	6	61	50	83	-26.51%
Fines Collected	\$4,991.34	\$4,293.15	\$37,414.07	\$6,853.95	\$42,166.24	-11.27%
<b>Property Report</b>						
Stolen Property Reported	\$29,631.00	\$19,095.00	\$403,906.00	\$13,972.00	\$569,120.00	-29.03%
Stolen Property Recovered	\$18,815.00	\$4,321.00	\$71,174.00	\$12,276.00	\$242,805.00	-70.69%
Property Damage Reported	\$2,280.00	\$1,925.00	\$35,431.00	\$1,500.00	\$19,447.00	82.19%
<b>Other</b>						
Total Mileage Police Units	30,312	23,873	178,556			
False Alarms-Police	18	18	95	22	133	-28.57%
Police Escorts	6	5	47	5	49	-4.08%

**NOTES:**

Property totals are rounded to the nearest whole dollar.

Totals may vary between reporting periods due to ongoing investigations, case updates, and late reporting.

We are no longer receiving court dockets from Isle of Wight District Courts.

**SMITHFIELD POLICE DEPARTMENT  
MANAGER'S REPORT  
August 2011**

**Committees and Projects:**

08/01- 02 COPS Conference – Washington, DC – Chief Marshall  
08/04 – 07 IACP, FRC, Board and Executive Committee meetings – Chief Marshall  
08/08 Emergency Communications Center meeting – Captain Howell  
08/09 Town Council meeting –  
08/15 Countywide Emergency Preparedness meeting – Isle of Wight Courthouse –  
Captain Howell  
08/16 Crime Line meeting – Sbfd Center – Sgt. Valdez and Annette Crocker  
08/22 Police Committee meeting – Captain Howell and Jimmie Minton  
08/22 Finance Committee meeting – Jimmie Minton  
08/23 Elder Justice Act – Riverside Convalescent – Sgt. Bryan  
08/23 Public Buildings meeting – Captain Howell  
08/26 J. Eric Phillips – swearing in ceremony – Smithfield PD  
08/27 – 28 Deployment for Hurricane Irene  
08/30 Meeting with Deputy Director of FBI Tim Murphy – Washington, DC – Chief  
Marshall

**Training**

07/29 – 08/01 Leading by Legacy – Rhode Island – Captain Howell (22 hrs).  
08/01 – 04 Leadership School – CNU – Sgt. Bryan (30 hrs.)  
08/25 DMV Grant Workshop – Suffolk Hilton – Lt. Clarke, Sgt. Evans (06 hrs.)

**In-House Training:**

07/31 Boat Patrol – Pagan River – Sgt. Fox, Officer Epps  
08/01 – 03 Critical Incident Response – Smithfield Center – Lt. Clarke, Sgt. Evans, Sgt.  
Rogers, Jimmie Minton (24 hrs.)  
08/14 Boat Patrol – Pagan River – Officer Epps and Powell (2 hrs.)  
08/17 ERT – PD – Lt. Clarke, Sgt. Evans, Sgt. Rogers, Sgt. Valdez, Officer Jones,  
Officer Seamster, Officer Powell, Officer Araojo, Officer Meier, Officer Adams,  
Officer Finelli (3 hrs.)  
8/21 Boat Patrol – Pagan River – Sgt. Fox, Officer Powell (3 hrs.)  
08/26 Firearm Qualification – Franklin Range – Office Jones, Officer Phillips (4 hrs.)

## **Community Policing**

07/30 Health Fair – Little Zion Baptist Church – Lt. Clarke, Officer Jones  
08/02 National Night Out – Jersey Park/WoodsEdge Apts. – PD  
08/17 Bright Beginnings – Chesapeake Square Target – Lt. Clarke, Sgt. Evans, Sgt. Rogers, Sgt. Valdez, Officer Jones, Officer Seamster, Officer Powell, Officer Araojo

## **Investigations:**

**Case#:** 2011-00818  
**Location:** 601 Cedar Street  
**Offense:** Residential Burglary  
**Disposition:** Active Investigation

On 08/21/2011 officers responded to 601 Cedar Street in reference to a residential burglary. Upon arrival officers observed as they walked around the rear of the building a broken window laying in the living room of the residence. The break in the window had created a small opening; however it appeared to be too small for an individual to gain access. The residence was secured by the responding units and contact was made with the homeowner. Upon further inspection by the homeowner several items were identified as stolen, to include a 12 gauge shotgun. The scene was processed by the responding officers and a canvas of the area was conducted. This is an active investigation.

**Case#:** 2011-00775  
**Location:** 107 Waterford Crossing  
**Offense:** Residential Burglary  
**Disposition:** Cleared by Arrest

On 08/09/2011 officers responded to 107 Waterford Crossing within the Bradford Mews apartment complex in reference to a residential burglary. Upon arrival officers made contact with the victim, who stated that while he was out of the residence at the gym, someone kicked his door in and stole a 12 Gauge shotgun. The victim stated that he left his residence around 2:00 p.m. to go to the gym and when he returned around 3:00 p.m. he noticed the damage to his front door. While interviewing the victim he provided law enforcement with a few possible associates that he suspected could have been involved. One of these suspects had pending charges through the Isle of Wight County Sheriff's Office for a similar incident. Suspect was questioned by investigators with Smithfield Police Department and admitted to using his shoulder to force open the apartment door on Waterford Crossing and stealing the shotgun. The shotgun was subsequently recovered and the suspect charged with Burglary and Grand Larceny of a Firearm. Case is cleared by arrest.

**Case#:** 2011-00747  
**Location:** Route 10 and Main Street  
**Offense:** Felony Elude of Law Enforcement  
**Disposition:** Cleared by Arrest

On 08/3/2011 an officer attempted to conduct a traffic stop with a vehicle traveling on Main Street headed towards Route 10. The suspect vehicle failed to acknowledge the officer and began to speed away, leading the officer in a pursuit. The suspect vehicle made a right hand turn from Main Street onto Route 10 and continued down Route 10 at a high rate of speed in an effort to elude the officer. The suspect vehicle began crossing the double yellow line and passing vehicles in "no passing" zones. The pursuing officer maintained visual contact with the suspect vehicle and notified responding officers to his location, as well as informing the IOW Sheriffs Office of his status. The suspect vehicle, while attempting to pass a fuel tanker, lost control of his vehicle and crashed into the guard rail on the opposite side of the roadway, after colliding with another vehicle on the roadway. The suspect then jumped out of his vehicle and led responding officers on a short foot pursuit prior to being captured. Both the suspect and the victim suffered minor injuries from the accident. This suspect was charged with felony elude and driving while operator's license is suspended. Case is cleared by arrest.

Reporting Period: 8/1/2011 thru 8/31/2011

Total deposits for August 2011 - \$14,017.72

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Invoice	8/3/2011	1355			Chiles and Myers Wedding and Reception	Chiles and Myers Wedding and Reception	1211		0.00
Invoice	8/3/2011	1356			Byrd and Bailey Reception	Byrd and Bailey Reception	1212		0.00
Invoice	8/3/2011	1357			Barnes-Green Wedding and Reception	Barnes-Green Wedding & Reception	1333		0.00
Invoice	8/3/2011	1358			Head-Bonser Wedding and Reception	Head-Bonser Wedding and Reception	1367		0.00
Invoice	8/3/2011	1359			Elkins and Powell Wedding and Reception	Elkins and Powell Wedding and Reception	1391		0.00
Invoice	8/3/2011	1361			McGovern and Anderson Wedding and Reception	McGovern and Anderson Wedding and Reception	1477		0.00
Invoice	8/3/2011	1362			Hardee and Walker Wedding and Reception	Hardee and Walker Reception	1508		0.00
Invoice	8/3/2011	1363			Thompson-Dayton Wedding & Reception	Thompson-Dayton Wedding & Reception	1522		0.00
Invoice	8/3/2011	1364			Danny Guy	Lloyd and Linda Guy Anniversary Party	1525		0.00
Invoice	8/3/2011	1365			Smithfield Foods	Smithfield Foods 401K Education	1613		226.25
Invoice	8/3/2011	1366			Smithfield Packing	Smithfield Packing Town Hall Meeting	1614		0.00
Invoice	8/3/2011	1367			Smithfield Foods	BOBJ Training	1690		243.05
Invoice	8/3/2011	1368			Smithfield Corporate	Intern Presentations	1694		200.00
Invoice	8/3/2011	1369			Grant and Jackson Wedding and Reception	Grant and Jackson Wedding and Reception	1407		-77.30
Invoice	8/11/2011	1370			VDOT-Local Assistance Division	Enhancement Program Workshop	1717		600.00
Invoice	8/16/2011	1371			Eley-Sullivan Reception	Eley-Sullivan Wedding	1405		-375.00
Invoice	8/17/2011	1372			Person and Lee Wedding and Reception	Person and Lee Wedding and Reception	1686		-300.00
								Total	517.00
Payment	8/3/2011	1352	Check	2076368	Smithfield Corporate	President's Awards Dinner	1576		400.00
Payment	8/3/2011	1369	Check	Refund	Grant and Jackson Wedding and Reception	Grant and Jackson Wedding and Reception	1407		-77.30
Payment	8/12/2011	1351	Check	320185	Isle of Wight Schools	IOW Schools Retirement Banquet	1571		200.00
Payment	8/12/2011	1353		Electronic Transfer	Smithfield Foods	Finance Building Town Hall Meeting	1685		200.00
Payment	8/16/2011	1371	Check	Refund	Eley-Sullivan Reception	Eley-Sullivan Wedding	1405		-375.00
Payment	8/17/2011	1372	Check	Refund	Person and Lee Wedding and Reception	Person and Lee Wedding and Reception	1686		-300.00
Payment	8/24/2011	1368	Check	1368	Smithfield Corporate	Intern Presentations	1694		200.00



Reporting Period: 8/1/2011 thru 8/31/2011

Total deposits for August 2011 - \$14,017.72

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Deposit	8/25/2011		Master Card	Master Card	Swindell and Brown Wedding and Reception	Swindell and Brown Wedding and Reception	1322		870.00
Deposit	8/31/2011		Visa	Visa	Brown and Matthews Wedding and Reception	Brown and Matthews Wedding and Reception	1740		500.00
Deposit	8/31/2011		Visa	Visa	Blythe and Brinkley Reception	Blythe and Brinkley Reception	1216		456.00
Deposit	8/31/2011		Check	5081	Paradigm Liaison Services	Pipeline Safety Training	1721		200.00
								Total	9,451.40
								Grand Total	-9,182.10

## August 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Herbert Off Critical Incident Response Course C&D 50 Davis and Blackwell Wedding and Reception A 1 Davis and Blackwell Wedding and Reception MH 80	Critical Incident Response Course C&D 50 Kitchen Inventory Kitchen 2 ODEC Informational Meeting MH 150 Town Council A&B 50	Critical Incident Response Course C&D 50 FY11 Consumer Complaints - Bacon MH 25 Safety Committee Meeting A&B 12	Jackson and Brinkley Wedding and Reception MH plus Suites 0	Jackson and Brinkley Wedding and Reception MH plus Suites 175	Norton Family Party MH 150
7	8	9	10	11	12	13
Knight and Pongratz Reception MH 150	Amy Off Smithfield Top Gun Training C&D 25 Smithfield Wellness Initiatives A&B 25	Amy Off Planning Commission A&B 30 Smithfield Top Gun Training C&D,MH 25 Smithfield Wellness Initiatives A&B 25	Amy Off Pork University A&B 35 Smithfield Top Gun Training C&D,MH 25	Amy Off Pork University A&B 35 Pork U-Pork Puzzle MH 35 Smithfield Top Gun Training C&D 30 Staff Meeting MH 15	Amy Off AVES-PortaJohn Delivery Bazemore and Knight Wedding and Reception Deck 20 Smithfield Top Gun Training C&D 25	Amy Off Calvin Off Eley-Sullivan Reception MH plus Suites 179
14	15	16	17	18	19	20
Amy Off Bazemore and Knight Wedding and Reception MH plus Suites 160	Farm Bureau Annual Dinner MH plus Suites 300	BHA&R A&B 20 BZA A&B 15 Crime Line Meeting C&D 0 Quarterly Update MH 250 Schoolhouse Board of Directors Meeting C&D 10	Amy in at 10AM Moton-Hardy Rehearsal Deck 20 Smithfield Packing - Marinated Cutting Meeting C&D 24	Curtis-Diggs Wedding & Reception MH plus Suites 100	John Off Curtis-Diggs Wedding & Reception MH plus Suites 100	John Off Moton-Hardy Wedding & Reception MH plus Suites 150
21	22	23	24	25	26	27
John Off Tynes-Hatchett Wedding & Reception MH plus Suites 304	John Off CCI-Juniper Removal 10 AM Committee Meetings A&B 25 Smithfield Wellness Initiatives C&D 25	Committee Meetings A&B 25 Elections MH 1000	1st Quarter Plant Review C&D 25	1st Quarter Plant Review C&D 28 Pait and Matthews Rehearsal Deck 25 Ridenhour-Odanga Rehearsal Deck 20	Webb-PM and valve installation Ridenhour-Odanga Wedding & Reception MH plus Suites 75	

## August 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31			
	<b>Herbert Off Pait and Matthews Wedding and Reception MH plus Suites 150</b>	<b>Herbert Off 1 PM Stanley Steemer-carpet cleaning</b>	<b>Herbert Off National Roofing-leaks and Shingles Smoked Chops Cutting Meeting A&amp;B 24</b>			

Smithfield Center Discounts - August 2011

Booking Date	Event Name	Room Code	Discount Percent
8/1/2011	Davis and Blackwell Wedding and Reception	A	0%
8/1/2011	Critical Incident Response Course	C&D	0%
8/1/2011	Davis and Blackwell Wedding and Reception	MH	0%
8/2/2011	Town Council	A&B	100%
8/2/2011	Critical Incident Response Course	C&D	0%
8/2/2011	ODEC Informational Meeting	MH	50%
8/3/2011	Safety Committee Meeting	A&B	100%
8/3/2011	Critical Incident Response Course	C&D	0%
8/3/2011	FY11 Consumer Complaints - Bacon	MH	50%
8/4/2011	Jackson and Brinkley Wedding and Reception	MH plus Suites	20%
8/5/2011	Jackson and Brinkley Wedding and Reception	MH plus Suites	20%
8/6/2011	Norton Family Party	MH	0%
8/6/2011	Bazemore- Waiting List	MH	0%
8/7/2011	Knight and Pongratz Reception	MH	0%
8/8/2011	Smithfield Wellness Initiatives	A&B	100%
8/8/2011	Smithfield Top Gun Training	C&D	0%
8/9/2011	Planning Commission	A&B	100%
8/9/2011	Smithfield Wellness Initiatives	A&B	100%
8/9/2011	Smithfield Top Gun Training	C&D	0%
8/9/2011	Smithfield Top Gun Training	MH	20%
8/10/2011	Pork University	A&B	0%
8/10/2011	Smithfield Top Gun Training	C&D	20%
8/10/2011	Smithfield Top Gun Training	MH	20%
8/11/2011	Pork University	A&B	0%
8/11/2011	Smithfield Top Gun Training	C&D	20%
8/11/2011	Pork U-Pork Puzzle	MH	0%
8/11/2011	Staff Meeting	MH	100%
8/12/2011	Smithfield Top Gun Training	C&D	20%
8/13/2011	Eley-Sullivan Reception	MH plus Suites	0%
8/13/2011	Eley-Sullivan Wedding	Riverfront	100%
8/14/2011	Mark Marshall Meet and Greet	Main	0%
8/14/2011	Bazemore and Knight Wedding and Reception	MH plus Suites	0%
8/15/2011	Farm Bureau Annual Dinner	MH plus Suites	0%
8/16/2011	BZA	A&B	100%
8/16/2011	BHA&R	A&B	100%
8/16/2011	Schoolhouse Board of Directors Meeting	C&D	100%
8/16/2011	Crime Line Meeting	C&D	100%
8/16/2011	Quarterly Update	MH	0%
8/17/2011	Smithfield Packing - Marinated Cutting Meeting	C&D	0%
8/17/2011	Moton-Hardy Rehearsal	Deck	0%
8/18/2011	Curtis-Diggs Wedding & Reception	MH plus Suites	20%
8/19/2011	Curtis-Diggs Wedding & Reception	MH plus Suites	0%
8/20/2011	Moton-Hardy Wedding & Reception	MH plus Suites	0%
8/21/2011	Tynes-Hatchett Wedding & Reception	MH plus Suites	0%
8/22/2011	Committee Meetings	A&B	100%

Smithfield Center Discounts - August 2011

8/22/2011	Smithfield Wellness Initiatives	C&D	100%
8/23/2011	Committee Meetings	A&B	100%
8/23/2011	Elections	MH	100%
8/24/2011	1st Quarter Plant Review	C&D	0%
8/25/2011	1st Quarter Plant Review	C&D	0%
8/25/2011	Ridenhour-Odanga Rehearsal	Deck	0%
8/26/2011	Ridenhour-Odanga Wedding & Reception	MH plus Suites	0%
8/29/2011	Pait and Matthews Wedding and Reception	MH plus Suites	0%
8/31/2011	Smoked Chops Cutting Meeting	A&B	0%
		100%	15
		50%	2
		20%	3

## **Smithfield/Isle of Wight Tourism Activity Report – August 2011**

- Director attended Isle of Wight Board of Supervisors Meeting 8/4/11.
- Director attended Smithfield Town Council Meeting 8/2/11.
- Monday Morning Moan meeting held for communications planning for S. Church Street Beautification project 8/1, 8/8, 8/15, 8/22 (no meeting held 8/29 due to Hurricane Irene). Meeting will be held each Monday morning to allow citizens and merchants to make public comments and to discuss communicating the project issues to all concerned-residents, merchants and visitors.
- Met with Studio Center to begin scripting for Isle of Wight promotional video 8/1/11.
- Held Porcine Statuary Meeting for public art project co-sponsored by Smithfield & Isle of Wight Tourism and Smithfield 2020 8/2/11. Timeline updated and details updated.
- Completed WLQM radio spots for Isle of Wight County Fair and finalized all advertising contracts for Fair 8/2/11. Created and submitted Cooperative Living ad for Fair 8/5/11. Created and submitted Suffolk News Herald online banner ad 8/12/11. Completed all County Fair Press Releases by 8/23/11. Tidewater News online banner ad created and submitted 8/26/11.
- Smithfield 2020 Meeting held 8/3/11. Smithfield. For more info and minutes of Smithfield 2020 meeting, please visit [www.smithfield2020.org](http://www.smithfield2020.org)
- Attended VACVB Quarterly Meeting 8/4-5/11. Stepped down as President of the state association and started new chairmanship as head of the Accreditation Committee.
- Farmer's Market held Saturdays...8/6, 8/13, 8/20. Cancelled 8/27 due to Hurricane Irene. Excellent turn-outs!
- Attended Economic Development Committee meeting for Town of Windsor 8/8/11. They are considering instituting Tourism Zones within their town limits.
- Attended Smithfield Wine and Brew Fest Meeting 8/8/11.
- Attended Coastal Virginia Committee meeting 8/9/11.

- Attended Community Wellness Planning Meeting for Town of Smithfield Obici Grant 8/9/11 and 8/22/11.
- Group Tour 8/10/11.
- Held Smithfield Music Aiken & Friends Music Festival Sponsor Appreciation Party 8/11/11. Excellent turn out. Sponsorship to date better than last year.
- Met with Suffolk Publications 8/12/11.
- Held Tourism Monthly Staff Meeting 8/15/11.
- Arranged for approvals for Celeste Kellogg music video shoot in Smithfield 8/15/11. Video shot on Hayden's Lane on 8/17/11.
- Attended Historic Smithfield Board Meeting 8/15/11.
- Attended Schoolhouse Museum Board Meeting 8/16/11.
- Held Tourism budget status meeting 8/16/11.
- Attended Coastal Virginia Tourism Alliance Meeting 8/17/11. CVTA Committee meeting attended on 8/25/11.
- Attended Saint Lukes Board Meeting 8/17/11. (Director recently elected to board)
- Video Shoot for IOW County promotional video with Studio Center 8/18-19/11.
- Attended Smithfield Volunteer Fire Department Ribbon Cutting 8/18/11.
- Attended Council Committee Meetings 8/23/11.
- Attended Hurricane Planning Meeting for IOW 8/25/11.
- Edited IOW County promotional video w/ Studio Center 8/25/11. Final product complete 9/2/11.
- Worked IOW County Shelter for Hurricane Irene 8/26-27/11.
- Dialogue Show featuring Smithfield & Isle of Wight aired on WVEC 8/28/11. Show will air again on 9/11/11. The show features Tourism, Windsor Castle Park, the Smithfield Station and the IOW County Fair.

- Reopened Visitor Center following Hurricane Irene at 10 a.m. Monday, August 29<sup>th</sup>. All operations were normal. Closed Center Saturday and Sunday, 8/27 and 8/28. No permanent damage to Museum or Boykin's Tavern. Fort Huger and Fort Boykin sustained substantial damage and are closed until further notice.
- IOW Fair Committee meeting 8/29/11.
- Attended Smithfield Staff Meeting 8/11/11.
- Attended IOW Staff Meetings 8/9/11
- 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.visitsmithfieldisleofwight.com](http://www.visitsmithfieldisleofwight.com) for more details!

RESOLUTION

CLOSURE OF STREETS FOR ADOPT A DUCK RACE

WHEREAS, a local charitable organization has organized a duck race on Cypress Creek on the upstream side of the Cypress Creek bridge to be held on Saturday, October 8, 2011 at 3:00 p.m. until its conclusion; and,

WHEREAS, the organizers have requested that the Town's Police department provide traffic control on the Cypress Creek bridge to permit a safe environment for spectators to observe the race; and,

WHEREAS, this event will only cause a brief and minimal disruption to traffic; and,

WHEREAS, it appears to the Town Council that this event has been well organized, will benefit the community; that the request is reasonable and that disruption to traffic is brief and will not work an unreasonable hardship on the Town's citizens .

NOW, THEREFORE, be it resolved that on Saturday, October 8, 2011, the Town's police department shall provide traffic control along the Cypress Creek bridge to permit a safe environment for spectators to observe the duck race; and that the use of the bridge for spectators shall be subject to such rules, guidelines and procedures as may be established by the Town Manager and the Chief of Police.

Adopted this 6<sup>th</sup> day of September, 2011.

TOWN COUNCIL OF THE  
TOWN OF SMITHFIELD

By \_\_\_\_\_  
David M. Hare, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**RESOLUTION AUTHORIZING EXECUTION OF THE  
VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT**

**WHEREAS**, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

**WHEREAS**, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

**WHEREAS**, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

**WHEREAS**, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

**WHEREAS**, [INSERT NAME] owns or operates [SELECT AS APPROPRIATE: water supply facilities, wastewater facilities, or water and wastewater facilities], is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the [INSERT NAME OF GOVERNING BODY], that the [INSERT TITLE OF CHIEF ADMINISTRATIVE OFFICER] is hereby authorized to execute the VA WARN Mutual Aid Agreement, which is hereby approved.

Adopted by the [INSERT NAME OF GOVERNING BODY] this [INSERT DAY] day of [INSERT MONTH], 2009.

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT**

**THIS MUTUAL AID AGREEMENT** (this "Agreement") is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

### **BACKGROUND**

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency ("EPA") identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

### **SECTION 1 - DEFINITIONS**

**"ASSISTING UTILITY"** means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

**"AUTHORIZED REPRESENTATIVE"** means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

**“EVENT AGREEMENT”** means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

**“PERIOD OF ASSISTANCE”** means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

**“REQUESTING UTILITY”** means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

**“MEMBER UTILITY”** means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

**“UTILITY EVENT”** means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

## **SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE**

**2.1 ASSISTANCE REQUEST** – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

**2.2 RESPONSE** – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

**2.3 EVENT AGREEMENT** – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

**2.4 AUTHORIZED REPRESENTATIVES** – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

### **SECTION 3 – ROLE OF VA WARN COMMITTEE**

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

## **SECTION 4 – TERM AND WITHDRAWAL**

**4.1 TERM** – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

**4.2 WITHDRAWAL** – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility's obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

## **SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES**

**5.1 MODIFICATION OF THIS AGREEMENT** – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

**5.2 MODIFICATION OF FORM OF EVENT AGREEMENT** – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

**5.3 ADMINISTRATIVE PROCEDURES** – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 OTHER AGREEMENTS** – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party's ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

**6.2 INTERPRETATION** – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

**6.3 SEVERABILITY** – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

**6.4 ASSIGNMENT** – This Agreement shall not be assigned or transferred by any party.

**6.5 NO THIRD PARTY BENEFICIARIES** – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

**6.6 COUNTERPARTS** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

**6.7 AUTHORIZATION OF SIGNATURE** – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT SIGNATURE PAGE**

**MEMBER UTILITY**

Utility Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Signatory's Name (print): \_\_\_\_\_  
Signatory's Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\*\*\*

**- FOR USE BY VA WARN COMMITTEE ONLY -**

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT  
BY VA WARN COMMITTEE CHAIR**

Signature: \_\_\_\_\_  
Signatory's Name (print): \_\_\_\_\_  
Date: \_\_\_\_\_

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A  
ASSISTANCE REQUEST FORM**

# VA WARN MUTUAL AID AGREEMENT EXHIBIT A

## ASSISTANCE REQUEST FORM

<b>Event Name:</b>		<b>Requesting Utility:</b>	
<b>Date:</b>			
<b>Time:</b>			
<b>Requesting Utility Contact Name:</b>			
<b>Phone:</b>		<b>E-mail:</b>	
<b>Description of Assistance Requested:</b>			
<b>Specific Resources Needed:</b>			
<b>Mobilization:</b>			
<b>Date Needed:</b>		<b>Time needed:</b>	<b>Pick hrs:    hrs</b>
<b>Demobilization:</b>			
<b>Release Date:</b>		<b>Time needed:</b>	<b>Pick hrs:    hrs</b>
<b>Deployment Considerations:</b>			
	<b>Work Location/Facilities:</b>	<b>Pick One:</b>	
	<b>Working Conditions</b>	<b>Pick One:</b>	
	<b>Living Conditions</b>	<b>Pick One:</b>	
	<b>Health &amp; Safety Concerns:</b>	<b>Pick One:</b>	
	<b>Safety Concerns/Remarks:</b>		
<b>Additional Conditions Comments:</b>			
<b>Requesting Utility Resource Coordination Contact</b>		<b>Name/Title:</b>	
<b>Phone:</b>		<b>E-mail:</b>	
<b>Staging Area:</b>		<b>Location:</b>	
	<b>Address 1:</b>		
	<b>Address 2:</b>		
	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Authorized Representative Name:</b>			<b>Date:</b>

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B  
EVENT AGREEMENT FORM**

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT**

**THIS EVENT AGREEMENT** (this "Agreement") is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

### **BACKGROUND**

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network ("VA WARN") and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

### **SECTION 1 – DEFINITIONS**

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

### **SECTION 2 – SCOPE OF ASSISTANCE**

To support the Requesting Utility's response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility's right to recall its personnel and resources in whole or in part and the Requesting Utility's right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

### **SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID**

**3.1 SUPERVISION, CONTROL, AND RECALL** – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

**3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY** – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

**3.3 COMMUNICATIONS** – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

**3.4 RIGHTS AND PRIVILEGES** – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

**3.5 SUMMARY REPORT** – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

#### **SECTION 4 – REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

**4.1 PERSONNEL** – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

**4.2 EQUIPMENT** – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

**4.3 MATERIALS AND SUPPLIES** – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

**4.4 RECORD KEEPING** – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

**4.5 PAYMENT** – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

**4.6 WAIVER OF REIMBURSEMENT** – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

**4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT** – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility's obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

## **SECTION 5 – INSURANCE**

**5.1 WORKERS' COMPENSATION COVERAGE** – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.

**5.2 AUTOMOBILE LIABILITY COVERAGE** – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

**5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY** – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official's liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 OTHER AGREEMENTS** – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

**6.2 INTERPRETATION** – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

**6.3 SEVERABILITY** – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

**6.4 ASSIGNMENT** – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

**6.5 NO THIRD PARTY BENEFICIARIES** – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

**6.6 COUNTERPARTS** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

**6.7 AUTHORIZATION OF SIGNATURE** – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
EVENT AGREEMENT SIGNATURE PAGE**

**REQUESTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSISTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VA WARN EVENT AGREEMENT ATTACHMENT A

### SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

<b>Assisting Utility:</b>				
<b>Assisting Utility Authorized Representative:</b>			<b>Date:</b>	
<b>Requesting Utility:</b>		<b>Date:</b>		
<b>Event Name:</b>		<b>Time:</b>		
<b>Requesting Utility Contact Name:</b>				
	<b>Phone:</b>		<b>E-mail:</b>	
<b>Description of Assistance Offered:</b>				
<b>Specific Resources Available:</b>				
<b>Assisting Utility Resource Coordination Contact:</b>				
	<b>Phone:</b>		<b>E-mail:</b>	
<b>Mobilization:</b>				
	<b>Date Available:</b>	<b>Time needed:</b>	<b>Pick hrs:</b>	<b>hrs</b>
<b>Demobilization:</b>				
	<b>Date Released:</b>	<b>Time needed:</b>	<b>Pick hrs:</b>	<b>hrs</b>

<b>COST ESTIMATE (details below):</b>			
<b>Total Cost Estimate:</b>		<b>Total Cost Estimate (Total from Excel sheet):</b>	<b>\$0.00</b>
<b>Total Travel Costs:</b>			
			<b>\$0.00</b>
<b># of fuel consuming equipment:</b>		<b># of non-fuel consuming equipment:</b>	
<b>Travel Costs:</b>			
<b>Personal Vehicle:</b>		<b>Vehicle Rental/Fuel/Mileage:</b>	
<b>Governmental Vehicle Costs:</b>		<b>Air Travel:</b>	
<b>Meals/tips:</b>		<b>Lodging:</b>	
<b>Notes/Comments:</b>			
<b>Total Equipment Costs:</b>			<b>\$0.00</b>
<b>Equipment Costs (insert lines as needed):</b>			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			
<b>Total Commodity (Materials &amp; Supplies) Costs:</b>			<b>\$0.00</b>
<b>Commodity Costs (insert lines as needed):</b>			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			
<b>Total Other Costs:</b>			<b>\$0.00</b>
<b>Other Costs (insert lines as needed):</b>			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			



**VA WARN**  
**Virginia Water/Wastewater Agency Response Network**  
**AUTHORIZED REPRESENTATIVE FORM**

**“Authorized Representative”** means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to the Mutual Aid Agreement.

Designation of an Authorized Representative is required by Section 2.4 of the Mutual Aid Agreement.

**2.4 Authorized Representatives** – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

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The information provided on this form will be on the VA WARN website and available only to VA WARN members

VDH Waterworks Operation Permit # \_\_\_\_\_  
VPDES Wastewater Permit # \_\_\_\_\_  
Utility Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
County: \_\_\_\_\_  
Website: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Utility (Water, Wastewater, or Water/Wastewater): \_\_\_\_\_

## **Authorized Representative(s)**

The VA WARN web site will accommodate up to four names and a telephone number for each.

Please provide a telephone number that is available at all times, i.e. a 24/7 number. The goal is to ensure the "authorized representative(s)" can be alerted to an emergency during nights, weekends, and holidays.

Please use a number such as:

1. A 24/7 operations control center or,
2. A water/wastewater treatment plant or,
3. A Non-emergency 911

### **Contact # 1**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

### **Contact # 2**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

### **Contact # 3**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

**Contact # 4**

**Name:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**e-mail:** \_\_\_\_\_

**SUBMITTED BY:**

**Please print or type name:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**Please mail form to:**

Cathy J. LaRue  
VA AWWA  
P. O. Box 55420  
Virginia Beach, VA 23471  
Tel: 757.363.1760  
FAX: 757.363.1720  
E-mail: [cathy.larue@vaawwa.org](mailto:cathy.larue@vaawwa.org)

AN ORDINANCE TO AMEND THE ZONING ORDINANCE  
OF THE TOWN OF SMITHFIELD, VIRGINIA

WHEREAS, the Town Council of the Town of Smithfield deems it necessary to revise and amend certain provisions of the Zoning Ordinance of the Town of Smithfield to better implement and enforce the Town’s land use regulations; and,

WHEREAS, the Town’s Planning Commission, after a public hearing, has unanimously recommended that the Town Council adopt the proposed amendments and revisions; and,

WHEREAS, this Council, after a public hearing on the matter, finds it to be in the best interest of the citizens of the town to revise and amend the following provisions of its Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Smithfield, Virginia, as follows, to-wit:

1. That the following provisions of the Zoning Ordinance, are hereby repealed and reenacted, with the full text of the provisions to be reenacted attached hereto as Exhibit “A”:

**Article 2. General Regulations**

**Section P. Accessory Uses and Structures**

2. This ordinance shall be in effect immediately upon adoption.

TOWN OF SMITHFIELD, VIRGINIA

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Exhibit "A"

**P. Accessory Uses and Structures**

1. Accessory uses are permitted in any zoning district, but only in connection with, incidental to, and on the same lot with, a principal structure which is in use and permitted in such district. Walls and fences are regulated separately in the following section.
2. Except as necessary for ongoing construction activity, the storage or overnight parking of buses, school buses and commercial vehicles (including tractors, trailers and step vans) rated over one ton (as classified by the Department of Motor Vehicles) is prohibited in any residential zoning district.
3. In residential districts, no motor homes, recreational vehicles, trailers or boats shall be parked on the street right of way. No more than two of any combination of the above cited vehicles shall be parked on a residential lot. No parking of any of the above cited vehicles shall be permitted in a front yard or side yard setback of a residential lot. No such vehicle shall be used for any form of habitation on a residential lot and no such vehicle may be connected to a private or public utility.
4. (Repealed by Ord. 9-5-2000)
5. No accessory structure shall be located in a front yard, except for flagpoles, fences and walls.
6. Accessory buildings on lots in commercial and industrial districts which abut a residential district shall be located a minimum of fifty (50) feet from such residential district line.
7. No accessory building may be placed within the limits of a recorded easement, alley or required fire lane.
8. No accessory structure other than garages shall exceed sixteen (16) feet in height. Garages may be as tall as twenty-four (24) feet in height provided that the garage shall meet the primary structure's side yard setback on all lot lines and that the height of the garage shall not exceed the height of the primary residential structure.

9. (Repealed by Ord. 9-5-2000)
10. Accessory apartments meeting the conditions listed below in section "Q" are the only accessory buildings that may be used as a residential dwelling unit.
11. No accessory building, except for farm accessory buildings, shall be constructed upon a lot for more than six months prior to the commencement of construction of the principal building, and no accessory building shall be used for more than six months unless the principal building on the lot is being used or unless the principal building is under construction. However, accessory buildings may be located on a parcel in which no primary structure exists, if such parcel is immediately adjacent to a parcel on which a single family dwelling is located and both parcels are under common ownership. Such accessory structure(s) shall be for a use accessory to the primary structure and shall be located in the rear yard. The rear yard of the parcel without a primary structure is defined as being equal to the rear yard for the immediately adjacent commonly owned parcel on which a primary structure is located.
12. Accessory buildings which are not a part of the principal structure (this includes those accessory structures that are connected to the principal building by an open breezeway), may be constructed in a rear yard, provided such accessory building does not occupy more than twenty (20) percent of the area of the required rear yard and provided it is not located closer than five (5) feet to any lot line. Accessory buildings may also be constructed in the side yard provided they meet the primary structures setback requirements.
13. Satellite dish antennas, satellite receiving dishes, satellite earth stations and similar antenna structures are deemed accessory structures. These structures shall be permitted in any zoning district under the following conditions:
  - a. No satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may be located within a front yard;
  - b. No satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may be located closer than ten (10) feet from any property line;
  - c. In residential districts, no satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may be more than ten (10) feet in height measured at ground grade, nor may they exceed

district height requirements if attached to a residence, nor may they extend more than three (3) feet in diameter;

- d. In commercial and industrial districts, no satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may be more than twenty (20) feet in height measured at ground grade, nor may they exceed district height requirements if attached to a building, nor may they extend more than ten (10) feet in diameter;
  - e. Such structures shall be of a neutral color and no satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may be repainted to anything other than a neutral color;
  - f. No lettering or advertising message shall be allowed on or attached to any satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structure;
  - g. The design and placement of the antenna, satellite dish, earth station or similar structure(s) incorporates appropriate landscaping and screening measures as outlined in the Landscaping and Screening regulations in Article 9; and
  - h. Where in the opinion of the Planning and Zoning Administrator the installation and location of satellite dish antennas, satellite receiving dishes, satellite earth stations or similar structures may adversely affect the health, safety, community character and welfare of adjacent properties, a Special Exception by the Board of Zoning Appeals shall be required for the installation and location of such structure.
14. Swimming pools may occupy a required rear or side yard, provided that such pools are not located closer than ten (10) feet to a rear lot line or ten (10) feet to an interior or side lot line. Swimming pools are not permitted in the front yard. A pedestrian space at least three (3) feet in width shall be provided between pool walls and the protective fences or barrier walls of the pool. All BOCA code requirements pertaining to fencing around swimming pools shall be adhered to. Permanent swimming pools shall be fenced and/or landscaped in a manner satisfactory to the Planning and Zoning Administrator. For the purpose of this Ordinance, permanent swimming pools shall be defined as any pool that requires electrical service for its operation. Seasonal, non-permanent, above ground pools are exempt from this provision.

(Ord. of 9-5-2000; Ord. of 8-1-2001; Ord. of 3-1-2005)

- 15. Portable storage units are considered temporary accessory structures. Portable storage units are permitted for use for a maximum of sixty (60) days with a zoning waiver after which time a zoning permit must be obtained for up to an additional ninety (90) days of use, based upon a legitimate need for further use having been determined by the Zoning Administrator. If additional time is needed beyond what is permitted above, an appeal to the Planning Commission must be made in order to obtain the approval for further use. The Planning Commission shall have the option to attach conditions to the extended use thereof. Portable storage units can be placed in required front or side yard setback areas but cannot be placed in any right-of-way area. The use of portable storage units can be revoked by the town, whether or not previously permitted, if it is determined by the Zoning Administrator that the use or location constitutes a nuisance or a sight distance hazard. A temporary accessory structure shall not be located on any environmentally sensitive lands (RPAs) or wetlands.**
- 16. Construction debris containers, including but not limited to dumpsters, are considered temporary accessory structures. Construction debris containers are permitted for use on the premises and may be stored thereon during the time that a valid permit is in effect for construction on the premises. The use of construction debris containers can be revoked by the town if it is determined by the Zoning Administrator that the use or location constitutes a nuisance or a sight distance hazard. A temporary accessory structure shall not be located on any environmentally sensitive lands (RPAs) or wetlands.**