



December 18, 2015

**TO: SMITHFIELD TOWN COUNCIL**

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

**SUBJECT: DECEMBER 2015 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD  
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

**MONDAY, DECEMBER 21<sup>ST</sup>, 2015**

**4:00 p.m.      Police                      Members: Tynes (CH), Chapman, Gregory**

1. Public Comment
2. Operational Updates
- TAB # 1** 3. Colonial Avenue Streetlight Request – Cost Estimate
- TAB # 2** 4. Bid Summary for Police Evidence Storage Building by Brian Camden of Alpha Corporation
5. Acceptance of Donation from Smithfield Foods for Police Motorcycles
- TAB # 3** 6. Traffic Assistance for 8K and Jericho Road One Way Traffic for Bob Festival, Saturday, January 16<sup>th</sup>, 2015
- TAB # 4** 7. Street Closure Request for Mardi Gras Run 4 Beads Festival, Saturday February 6<sup>th</sup>, 2015
- TAB # 5** 8. Street Closure Request for Spring Vintage Market, Saturday March 12<sup>th</sup>, 2015

**Immediately following the conclusion of the above meeting:**

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

1. Public Comment
2. Operational Update by Jack Reed
3. Discharge Analysis Update at the Reverse Osmosis Plant by Jamie Weist of Kimley Horn and Associates
- TAB # 6** 4. Replacement Sewer Pump for Lakeside Heights Pump Station

**Immediately following the conclusion of the above meeting:**

**Finance**

**Members: Pack (CH), Gregory, Cook**

- 1. Public Comment
- TAB # 7** 3. December Cash Balances / VML Investment Pool Update
- TAB # 8** 4. Invoices Over \$10,000 Requiring Council Authorization:
  - a. IOW General Obligation Bond \$15,740.36
  - b. City of Bellevue (GovDeals Fire Truck Purchase) \$25,000.00
- TAB # 9** 5. Further Discussion on Procurement Policy Manual
- 6. Closed Session: Acquisition of Real Property for Public Purposes

**TUESDAY, DECEMBER 22<sup>ND</sup>, 2015**

**4:00 p.m.**

**Parks and Recreation**

**Members: Chapman (CH), Pack, Tynes**

- TAB # 10** 1. Public Comment
- 2. Operational Update – Parks and Recreation Committee Report

**Immediately following the conclusion of the above meeting:**

**Public Works**

**Members: Smith (CH), Cook, Tynes**

- 1. Public Comment
- 2. Hazard Mitigation Plan Update by Josiah Jendry

**Immediately following the conclusion of the above meeting:**

**Public Buildings & Welfare**

**Members: Cook (CH), Chapman, Smith**

- TAB # 11** 1. Public Comment
- 2. Pinewood Heights Relocation Project – Phase II Update and Phase III Contract and Activities
  - a. Property Acquisition Plan
  - b. Residential Relocation Assistance Plan
  - c. Property Disposition Plan
  - d. Redevelopment Plan
  - e. Accept Contract with Community Planning Partners, Inc. for Management Assistance Services
  - f. Acceptance of Contract with Virginia Department of Housing and Community Development for Phase III (**FORTHCOMING**)
- TAB # 12** 3. Cary & Main Conditional Rezoning Application Continued Public Hearing Staff Update

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**\*\*\* Additional Item Not Listed on Committee but will be on Council's January 5<sup>th</sup>, Agenda\*\*\***

- Approval of December 1<sup>st</sup> Town Council Meeting Minutes
  - Appoint/Reappoint Expiring Terms on the Board of Historic and Architectural Review and Smithfield Planning Commission
-



December 7, 2015

Town of Smithfield  
517 Main Street  
Smithfield, VA 23431  
Attention: Wayne Griffin

**RE: Install (1) 250 watt / 23,000 lumen enclosed drop lens sodium vapor lights on one new 30' wood poles  
Dominion Virginia Power Work Request: 10007592**

Dear Mr. Griffin,

The estimated cost for the above work is \$ 7425.91. This cost estimate is valid for 120 days from the date of this letter. In the event the actual cost varies from this, final billing will be rendered upon completion of the work. If payment is not received by the invoice due date a late payment charge of 1.5% will apply.

If the Town of Smithfield desires Dominion Virginia Power to proceed with the work, please have an authorized representative of the Town of Smithfield provide Authorization to Proceed by reviewing the attached construction plans, reading, completing and executing the following and returning this authorization within 120 days from 12/07/2015 in the enclosed self addressed envelope. Once we have received the Authorization below, and after any additional requirements have been satisfied, e.g. right of way agreements; we will begin procurement of the material and equipment, and the work scheduling necessary to accomplish this project.

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**AUTHORIZATION TO PROCEED**

I understand the estimated cost of the requested work will be \$7425.91 and will be performed on an actual cost basis with final billing rendered upon completion of work. As an authorized representative of the Town of Smithfield, I hereby provide authorization for Dominion Virginia Power to proceed with the work and confirm the Town of Smithfield agreement to reimburse Dominion Virginia Power the total cost referenced above upon completion of the work. In the event the requested work is canceled, the Town of Smithfield agrees to reimburse Dominion Virginia Power its costs incident to implementing this authorization.

The Town of Smithfield requests the bill for the non-service project work described above should be mailed to the following address for payment:

Entity Name: \_\_\_\_\_  
Attention Name: \_\_\_\_\_  
Purchase Order #: \_\_\_\_\_  
Street Address/P.O. Box: \_\_\_\_\_  
City, State; Zip: \_\_\_\_\_

I confirm with my signature below that the information contained and provided within this Authorization to Proceed is true and correct.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Entity: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Should you have any further questions, please call me at **757-255-3044**. In my absence, please call **Stephen Dulin** at **757-255-3051**.

Sincerely,

*Ambria N. Stringfield*

**Ambria N. Stringfield**  
**Customer Projects Designer I**



## Town of Smithfield

Evidence Storage Building  
IFB # 02-2015  
2:00 PM, Thursday  
December 17, 2015

### BID TABULATION

Bidder	Bid Bond	Add#1	Base Bid
Athens Building Corp	Y	Y	\$549,000
A.R. Chesson	Y	Y	\$547,000
Conrad Brothers	Y	Y	\$517,000
Galaxy Construction	Y	Y	\$489,320
J&B Hartigan	Y	Y	\$459,000
Heartland Construction	Y	Y	\$579,000
Noah Enterprises	Y	Y	\$679,900
Spacemakers Inc.	Y	Y	\$513,000



**Town of Smithfield  
Special Event Application for Permit**

<b>Event Date</b> (don't include setup dates here)	<b>Times</b> (don't include setup or street closure times here)	<b>Proposed Location</b>
January 16, 2016	11 AM – 4 pm	<b>BOB Festival: Field to left of Manor House towards John Graham's house.</b>
January 16, 2016	9 am to 11:30 am	<b>8K Race: Course (see attached map)</b>

<b>Event Name</b>	<b>Smithfield VA BOB Fest &amp; 8K Chilly BOB Roadrace</b>				
<b>Event Organizer (Group Name)</b>	<b>Smithfield VA Events</b>				
<b>Tax Exemption ID Number</b>					
<b>Website</b>	<b>www.SmithfieldVAOysterFest.com</b>				
<b>Event Contacts</b>					
<b>Name</b>	<b>Gina Ippolito</b>	<b>Cell Phone</b>	<b>757-869-0664</b>	<b>Email</b>	<b>gina@smithfieldvaevents.com</b>
<b>Name</b>	<b>Randy Pack</b>	<b>Cell Phone</b>	<b>757-620-7700</b>	<b>Email</b>	<b>randy.pack@smithfieldstation.com</b>

<b>1<sup>st</sup> Time Event</b>	<b>Annual Event- how many times has event taken place?</b>	<b>This is the 3<sup>rd</sup> year</b>
<b>Event Category</b> <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Concert <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show Other _____		
<b>Description of Event</b>		
Race open to all ages. Party is 21 & up only. Tickets include all you can eat oysters, stew & BBQ. Live Entertainment and Beer, Wine & Bloody Mary's are available for purchase. Two large heated party tents will be set up, and parking for event will be located along the roadsides, in some areas of the "orchard" side and then also some areas of the "kayak field" side. We will not be parking on the newly plowed & seeded section of the orchard field. Will also utilize the normal overflow parking area at the paved parking lot area if needed. VFW will be doing our parking.		
<b>Average Ticket Price</b>	\$30 Race, \$35 Party. Adults only at party, Race is all ages.	<b>Participants will be</b> <input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both Race all ages. Party 21 & up only.
<b>Expected Attendance</b>	Race 250 – 350. Festival: 1750 (including runners who roll over)	<b>Largest Attendance Number and Year</b> 2015: 1500 Festival attendees. 175 runners.
<b>What is your plan in the event of bad weather-cancel, reschedule?</b>		rain or shine event, only a major weather event would force event to cancel.

<b>Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures</b> <input checked="" type="checkbox"/> Closure			
<b>Street Name or Park Area</b>	<b>Closure or Traffic Assist</b>	<b>Date Needed</b>	<b>Times Needed</b>
See map attached for Race Route	Traffic assist	1/16/2016	8 AM-11 AM
Jericho Road	Make one way for exit of park only. Only shuttle permitted to thru to drop off guests from hotels.	1/16/2016	8 AM- 1:30 PM
<b>Alcohol Service and/or Sales?</b> <input checked="" type="checkbox"/> Alcohol		<b>Having music- live bands or DJ?</b> <input type="checkbox"/> Music	
<b>Date</b>	<b>Times</b>	<b>Date</b>	<b>Times</b>



**Town of Smithfield  
Special Event Application for Permit**

<b>1/16/2016</b>	<b>11:00 am to 4:00 pm</b>	<b>1/16/2016</b>	<b>DJ Race 8:30 to 11:00</b>
		<b>1/16/2016</b>	<b>Band in Tent Noon-4:00</b>
<b>Police (Fri night security) Police (8K) see race map –</b>	<b>1 officer 4 officers</b>	<b>1/16/2016 1/16/2016</b>	<b>10:00 pm to 6:00 am 8:30 am to 10:30</b>
<b>Police (EVENT)</b>	<b>3 officers (*2 at event, 1 in Command Center for cash protection.)</b>	<b>1/16/2016</b>	<b>10:30 am to 5:00 pm</b>
<b>Public Works (8K)</b>	<b>2 workers</b>	<b>1/16/2016</b>	<b>9:00 am – 11:00 am</b>
<b>Public Works (EVENT)</b>	<b>2 workers</b>	<b>1/16/2016</b>	<b>11:00 am – 6:00 pm</b>
<b>Town Light Tower (need on Tuesday/Wed before the event)</b>		<b>1/12 or 13/2016</b>	<b>remain on site until 1/18 or 19/2016</b>

<b>List benefits of your event to the community</b>	<b>List Recipients of Proceeds</b>
<b>Fundraiser for local organizations, ED impact from out of town guests staying in hotels, dining and shopping.</b>	<b>Smithfield Rotary Club &amp; Optimist Club of Isle of Wight, Town's Historic Preservation also benefits \$5 per general admission ticket agreement.</b>

<b>Check any of the following that your event will include.</b>			
<b>Item</b>	<b>Number</b>	<b>Item</b>	<b>Number</b>
<input type="checkbox"/> Food, Caterer		<input type="checkbox"/> Food, by Organization	
<input type="checkbox"/> Retail Vendors Non-Profit		<input type="checkbox"/> Retail Vendors For Profit	
<input type="checkbox"/> Port-a-Potties		<input type="checkbox"/> Fencing/Barricades	
<input type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input type="checkbox"/> Golf carts/ATVs	
<input type="checkbox"/> First Responders- EMS, Fire			
<b>Item</b>	<b>Number</b>	<b>Sizes</b>	
Tents	2 large, misc smaller	60 x 180 and 60 x 300 will require permit due to size	
Staging	1 inside main tent	20 x 24	
<input type="checkbox"/> Allowing pets NO		<input type="checkbox"/> Fireworks NO	<input type="checkbox"/> Providing Shuttle Service YES after the event to local hotels/neighborhoods

<b>Certificate of insurance for \$1,000,000 is required (certificate of insurance must be presented prior to event)</b>	
<b>Policy Number</b>	<b>Will provide at a later date</b>
<b>Name of Insurance Liability Carrier</b>	
<b>Insurance Company Address</b>	
<b>Insurance Company Phone Number</b>	



**Town of Smithfield**  
**Special Event Application for Permit**

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

<b>Event Organizer's Signature</b>	Gina Ippolito	<b>Date</b>	10/17/2014
<b>Print Name</b>	Gina Ippolito		
<b>Attach the following documents:</b> Flyers or any promotional materials about event or organization, Site Map/Layout of Event			

2 of 2

2 of 2





**Town of Smithfield, Virginia  
Special Event Application for Permit**

This application will be presented for review by the Town Special Events Review Committee.

Business Office Use			
Road Close/Assist	Park Closure	Alcohol	Music
SE Comm Date			
PD #		Times	
PW #		Times	
TC -Police Comm		TC Date	
TC-Parks Comm		Approval Sent	

Event Date (don't include setup dates here)	Times	Proposed Location
February 6, 2016	9:00 am-3:00 pm	Main Street/Windsor Castle Park

Event Name	Mardi Gras Run 4 Beads Festival
Event Organizer (Group Name)	Isle of Wight-Smithfield-Windsor Chamber of Commerce
Tax Exemption ID Number	54-1277308
Website	www.theisle.org

**Event Contacts**

Name	Andy Cripps	Cell Phone	757-647-4482	Email	acripps@theisle.org
Name	Sherri Gill	Cell Phone	757-371-1022	Email	sgill@theisle.org

1 <sup>st</sup> Time Event	Annual Event- how many times has event taken place?	1
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Event Category	<input checked="" type="checkbox"/> Festival <input checked="" type="checkbox"/> Concert <input checked="" type="checkbox"/> Parade <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show
Average Ticket Price	\$20.00/runners – Free to the public
Expected Attendance	450
Largest Attendance Number and Year	420 in 2015
Participants will be	<input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both

**Description/Purpose of Event**

Mardi Gras will kick off with a 1k, 5k and 8k fun run starting downtown and include Windsor Castle Park. The run will finish on Main Street near the Smithfield Times with a Mardi Gras festival open to the public. The festival will include exhibitors selling food, crafts and beer, a Mini Mardi Gras Parade down Main Street and Jazz bands playing throughout the day on the Smithfield Times stage. Runners will check in at 9:00am and the festival will end at 3:00pm.

**Alcohol Service and/or Sales?  Yes List the date(s) and times of service/sales of alcohol**

Date	Time	Notes
February 6, 2016	10:30am – 2:30pm	

**Having music- live bands or DJ?  Yes List the date(s) and times for music**

Date	Time	Notes
February 6, 2016	10:30am-3:00pm	Jazz bands will take turns performing throughout the day.



**Town of Smithfield, Virginia  
Special Event Application for Permit**

**What is your plan in the event of bad weather-cancel, reschedule?**

**Event will only be cancelled for severe weather conditions.**

**Please check all that your event will include**

Item	Number	Item	Number
Food, Caterer		X Food, by Organization	5
X Retail Vendors Non-Profit	5	X Retail Vendors For Profit	25
X Port-a-Potties	4	X Fencing/Barricades	6
X Trash Cans	10	<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
X Recycle Containers	5	<input type="checkbox"/> Golf carts/ATVs	
X First Responders- EMS, Fire	1		

Item	Number	Sizes
X Tents	10	10' x 10'
X Staging	1	Smithfield Times Stage

<input type="checkbox"/> Fireworks	<input type="checkbox"/> Allowing pets	<input type="checkbox"/> Providing Shuttle Service
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**Smithfield Town Services**

**Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures**

Street Name or Park Area	Closure or Traffic Assist	Date Needed	Times Needed
Cedar Street	Traffic Assist	February 6, 2016	10:00am-Noon
Church Street	Traffic Assist	February 6, 2016	10:00am-Noon
Jericho Road	Traffic Assist	February 6, 2016	10:00am-Noon
Windsor Castle Park Trails		February 6, 2016	10:00am-Noon
Main Street (200-300 blocks)	Closure	February 6, 2016	9:00am-4:00pm

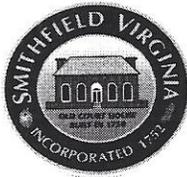
**Smithfield Police Officer \$ 41 per officer per hour**

- An Open to the Public Event is required to use Town of Smithfield Off Duty Police Officers.
- The number of officers required will depend on your event size and type.

**Public Works Staff \$ 50 per hour (this fee is for 2 staff members per hour)**

- Public Works Staff sets all road closures for events that use town streets. Please budget for this cost if road closures are needed for your event.
- Public Works Staff is available for the above fee to collect and remove trash throughout your event. If you choose not to use Public Works staff you will be responsible for all trash collection and removal. If site is not left in same condition as it was found, you will be invoiced for the Public Works staff charge.

**Water Hookup is only available at certain sites. Please budget for buying water if needed.**



**Town of Smithfield, Virginia  
Special Event Application for Permit**

**Electrical Service is not available. Please budget for generator rentals if needed.**

**Certificate of insurance for \$1,000,000 is required**

<b>Policy Number</b>	<b>I660139L9001TCT14</b>
<b>Name of Insurance Liability Carrier</b>	<b>GF Walls Insurance Agency/Travelers Insurance Co.</b>
<b>Insurance Company Address</b>	<b>1018 South Church Street, Smithfield, VA 23430</b>
<b>Insurance Company Phone Number</b>	<b>757-357-4456</b>

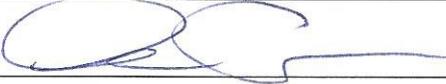
**List benefits of your event to the community**

**Bring local families as well as visitors to downtown Smithfield to enjoy a fun, family friendly event, promote revenue for local businesses and hotels and support the Student Leadership Institute-which teaches high school students to become future leaders of our community.**

**List Recipients of Proceeds**

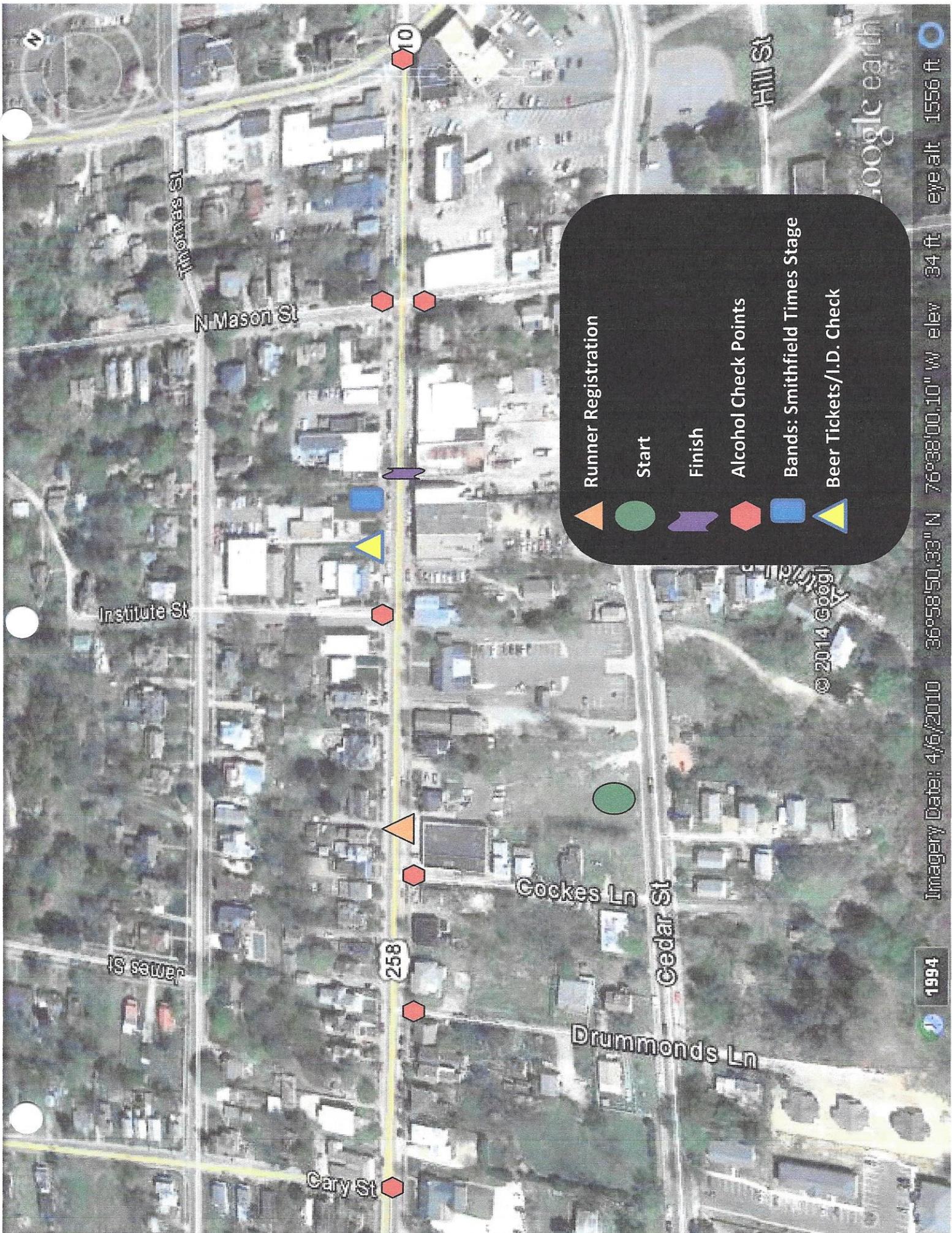
**Proceeds from the Mardi Gras Run 4 Beads will go toward the Chamber of Commerce's business assistance programs.**

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

<b>Event Organizer's Signature</b>		<b>Date</b>	11/4/2015
<b>Print Name</b>	Andrew Cripps		

**Attach the following documents:**

- Flyers or any promotional materials about event or organization
- Site Map/Layout of Event



- Runner Registration 
- Start 
- Finish 
- Alcohol Check Points 
- Bands: Smithfield Times Stage 
- Beer Tickets/I.D. Check 

Imagery Date: 4/6/2010 36°58'50.33" N 76°38'00.10" W elev 34 ft eye alt 1556 ft

1994



© 2014 Google

google earth

# Downtown Smithfield Map



Event Date: Sat, Feb 6, 2016

Event Name: Mardi Gras Run 4 Beads

Windsor Castle Park

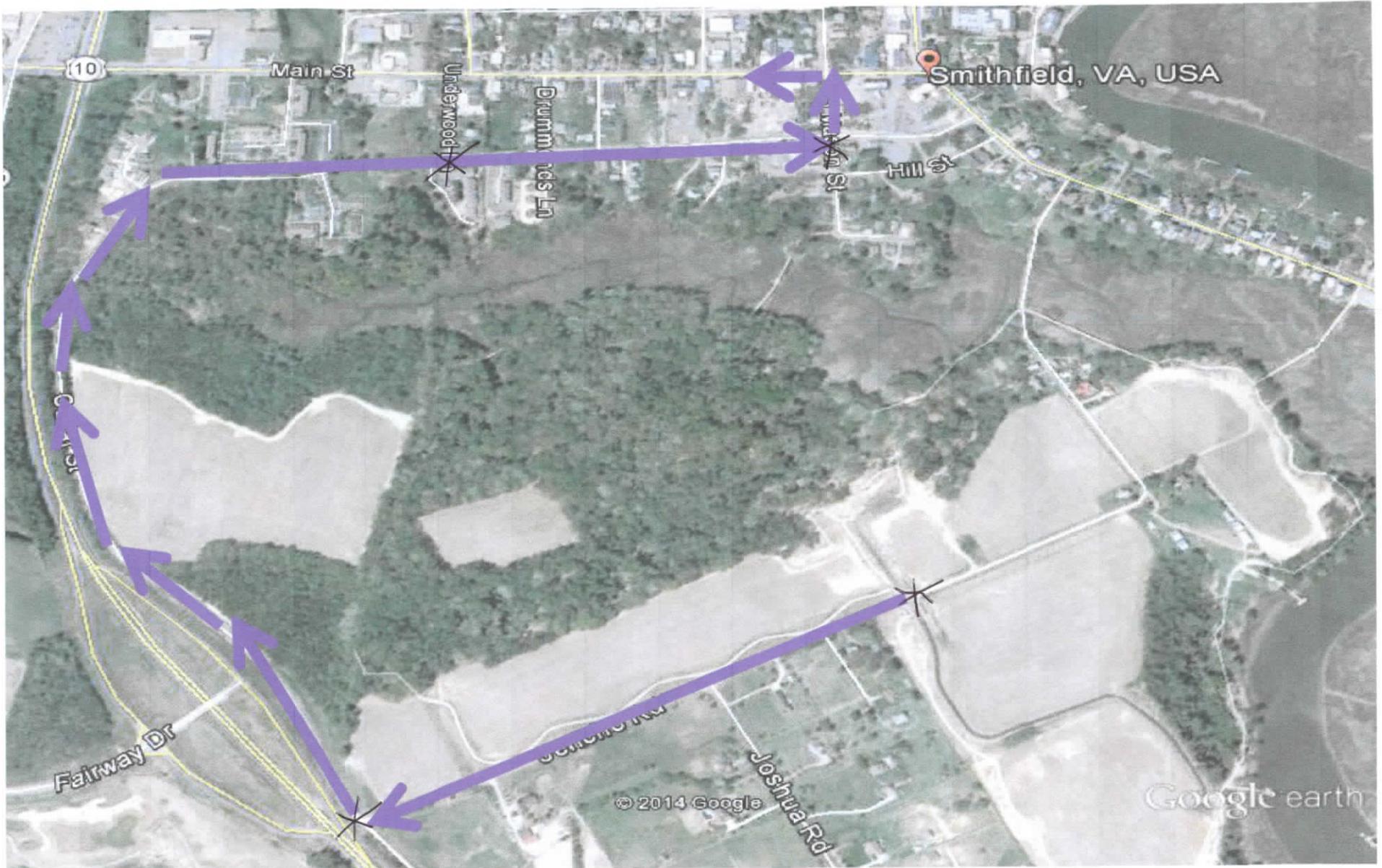
# 1K Route

\* Traffic Assistance



5K

10 AM - Noon  
\* Traffic Assist



# Windsor Castle Park

5K  
/

NORTH



YOUR LOCATION - - - - -

DISTANCE BETWEEN - - - - -

WALKING/HIKING TRAIL - - - - -

BIKE PATH - - - - -

BRIDGE - - - - -

- 1 MAIN PARKING LOT
- 2 PICNIC AREA
- 3 PLAY AREA
- 4 MASON STREET MINI PARK
- 5 MASON STREET BRIDGE
- 6 RAVINE BRIDGE
- 7 JERICHO BRIDGE
- 8 STATION BRIDGE
- 9 FISHING PIER
- 10 KAYAK LAUNCH PARKING
- 11 KAYAK LAUNCH
- 12 OVERLOOK
- 13 WINDSOR CASTLE
- 14 DOG PARK
- 15 ORCHARD

10AM-Noon

\* Traffic Assist

Jericho and Dan Smith Lane  
Jericho and Cedar  
Cedar and Underwood  
Cedar and Mason

10K



# Windsor Castle Park

NORTH

10K



- YOUR LOCATION . . . . . [Icon of a person]
- DISTANCE BETWEEN . . . . . [Icon of a line with a triangle]
- WALKING/HIKING TRAIL . . . . . [Icon of a solid line]
- BIKE PATH . . . . . [Icon of a dashed line]
- BRIDGE . . . . . [Icon of a thick line]

- 1 MAIN PARKING LOT
- 2 PICNIC AREA
- 3 PLAY AREA
- 4 MASON STREET MINI PARK
- 5 MASON STREET BRIDGE
- 6 RAVINE BRIDGE
- 7 JERICO BRIDGE
- 8 STATION BRIDGE
- 9 FISHING PIER
- 10 KAYAK LAUNCH PARKING
- 11 KAYAK LAUNCH
- 12 OVERLOOK
- 13 WINDSOR CASTLE
- 14 DOG PARK
- 15 ORCHARD



**Town of Smithfield  
Special Event Application for Permit**

<b>Event Date</b> <small>(don't include setup dates here)</small>	<b>Times</b> <small>(don't include setup or street closure times here)</small>	<b>Proposed Location</b>
Saturday, March 12, 2016	9 a.m. to 2 p.m.	100 block of Main Street (in addition to Bank of Southside VA

<b>Event Name</b>	Smithfield Spring Vintage Market				
<b>Event Organizer (Group Name)</b>	Smithfield Farmers Market				
<b>Tax Exemption ID Number</b>					
<b>Website</b>	www.smithfieldfarmersmarket.org				
<b>Event Contacts</b>					
<b>Name</b>	<b>Cheryl Ketcham</b>	<b>Cell Phone</b>	<b>757-375-3031</b>	<b>Email</b>	<b>cketcham@isleofwightus.net</b>
<b>Name</b>		<b>Cell Phone</b>		<b>Email</b>	

<b>1<sup>st</sup> Time Event</b>		<b>Annual Event- how many times has event taken place?</b>	<b>2</b>
<b>Event Category</b> <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Concert <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show <input type="checkbox"/> Other _____			
<b>Description of Event</b>			
Vintage market with antique, vintage and repurposed items			
<b>Average Ticket Price</b>	\$free	<b>Participants will be</b>	<input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both
<b>Expected Attendance</b>	7,000	<b>Largest Attendance Number and Year</b>	2015, 5,000 estimated
<b>What is your plan in the event of bad weather-cancel, reschedule?</b>		cancel	

<b>Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures</b>			<input checked="" type="checkbox"/> Closure
<b>Street Name or Park Area</b>	<b>Closure or Traffic Assist</b>	<b>Date Needed</b>	<b>Times Needed</b>
100 block of Main Street	Closure	March 12, 2016	6 a.m. to 4 p.m.
Road Closures, if approved, will start at least 1 hour before event start. Signage with closure times is placed out in advance of closure.			
<b>Alcohol Service and/or Sales?</b> no		<b>Having music- live bands or DJ?</b> <input checked="" type="checkbox"/> Music	
<b>Date</b>	<b>Times</b>	<b>Date</b>	<b>Times</b>
		March 21, 2016	9 a.m. to 2 p.m.

<b>List benefits of your event to the community</b>	<b>List Recipients of Proceeds</b>
Family-friendly event, support Main Street	Smithfield Farmers Market
Businesses & restaurants, bring in more visitors to Smithfield, increased revenue at hotels & restaurants	Vendors



**Town of Smithfield  
Special Event Application for Permit**

**Check any of the following that your event will include.**

Item	Number	Item	Number
<input checked="" type="checkbox"/> Food, Caterer	Approx.. 4	<input type="checkbox"/> Food, by Organization	
<input checked="" type="checkbox"/> Retail Vendors Non-Profit	Approx. 2	<input checked="" type="checkbox"/> Retail Vendors For Profit	Approx. 60
<input checked="" type="checkbox"/> Port-a-Potties	2	<input type="checkbox"/> Fencing/Barricades	
<input checked="" type="checkbox"/> Trash Cans		<input type="checkbox"/> Generators	
<input type="checkbox"/> Dumpsters		<input type="checkbox"/> Special Lighting	
<input type="checkbox"/> Recycle Containers		<input type="checkbox"/> Golf carts/ATVs	
<input type="checkbox"/> First Responders- EMS, Fire			
<b>Item</b>	<b>Number</b>	<b>Sizes</b>	
Tents	<b>Approx. 60</b>	<b>10 ft x 10 ft</b>	
Staging			
<input type="checkbox"/> Allowing pets	<input type="checkbox"/> Fireworks	<input checked="" type="checkbox"/> Providing Shuttle Service	

<b>Certificate of insurance for \$1,000,000 is required (certificate of insurance must be presented prior to event)</b>	
<b>Policy Number</b>	<b>Through Isle of Wight County</b>
<b>Name of Insurance Liability Carrier</b>	
<b>Insurance Company Address</b>	
<b>Insurance Company Phone Number</b>	

I have received, read thoroughly, understand and will comply with the policies and procedures governing special events held in the Town of Smithfield.

<b>Event Organizer's Signature</b>	Cheryl Ketcham	<b>Date</b>	10/29/15
<b>Print Name</b>	Cheryl Ketcham		

**Attach the following documents:**

Flyers or any promotional materials about event or organization
Site Map/Layout of Event

Will provide later

# Downtown Smithfield Map

**Street Closure Request—**  
**Close 100 Block from Mason to Church Street on 3/12/16 from 6 AM-4 PM**

**Event Date: 3/12/16**

**Event Name: Smithfield Spring Vintage Market**  
**Cheryl Ketcham**

**100 Block**

**200 Block**

**300 Block**

**Windsor Castle Park**



Google





**HYDRO. . . INC.**

2111 MAGNOLIA ST., RICHMOND, VA 23223  
P.O. BOX 27186, RICHMOND, VA 23261-7186  
800-552-7714 • 804-643-2725 • FAX: 804-788-9058

**QUOTE NO. 12152-11  
PAGE 1 OF 1  
DECEMBER 15, 2015**

**SUBJECT TO THE CONDITIONS OF SALE SET OUT BELOW AND ON THE BACK HEREOF,  
Sydnor Hydro, Inc. offers to sell to Buyer the following:**

**TOWN OF SMITHFIELD  
P.O. BOX 246  
SMITHFIELD VA 23430**

**MR. JEFF SMITH  
(757) 449-4871  
[jsmith@smithfieldva.gov](mailto:jsmith@smithfieldva.gov)**

**REFERENCE: LAKESIDE PUMP STATION  
FAIRBANKS MORSE SERIAL #2433294**

We propose to furnish FOB Factory, with freight allowed to the jobsite, the following equipment: one (1) Fairbanks Morse 4" D5433WD Dry-Pit submersible pump, with a 30HP / 1800RPM motor, dynamically balanced impeller, stainless steel bolting, and Tnemec N140 coating; to duplicate Fairbanks Morse serial #2433294.

**Price ..... \$ 14,965.00**

Rotation is confirmed as CCW; discharge position is confirmed at #14, both are per Fairbanks Morse specifications.

Please note that the pump warranty requires that a moisture detector relay (seal fail unit) be installed to monitor for water in the seal cavity. If needed, the seal fail unit, in NEMA 4 enclosure, can be provided for an adder of \$807.00; please provide voltage at the time of the order.

Also note that Fairbanks Morse has announced a price increase on or about January 1, 2016.

Pump delivery is approximately 10-12 weeks after receipt of order.

Price is exclusive of all applicable taxes.

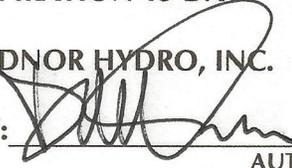
Terms, upon credit approval, are net due and payable 30 days after the date of invoice.

All items quoted herein are subject to engineer / owner approval.

For further information, please contact Mr. Derek McCown in Richmond at (804) 644-2292.

DRM:pss

**ACCEPTED UPON THE CONDITIONS SET OUT ABOVE AND OVER.  
EXPIRATION 15 DAYS**

**SYDNOR HYDRO, INC.**  
BY:   
AUTHORIZED AGENT

**BUYER – TOWN OF SMITHFIELD**  
BY: \_\_\_\_\_  
AUTHORIZED AGENT - TITLE

**ACCEPTANCE COPY  
(PLEASE SIGN & RETURN TO SYDNOR)**

## ADDITIONAL CONDITIONS OF SALE

**PARTIES:** Sydnor Hydro, Inc. is hereinafter referred to as "Seller". The Buyer is hereinafter referred to as "Buyer".

**DURATION AND ACCEPTANCE OF QUOTATION:** This quotation is an offer to sell. It may be accepted only upon the terms herein stated by Buyer signing the Acceptance copy hereof and delivering it to Seller's office before its expiration. Unless otherwise provided on the face hereof, this quotation expires thirty days after the quotation date shown on the face or at such earlier time as it may be withdrawn by Seller either verbally or by writing addressed to Buyer at the mailing address on the face hereof. Once effective, Buyer's acceptance may be canceled only with Seller's consent and upon terms which will indemnify Seller against loss by reason of such cancellation.

**CLERICAL OR TYPOGRAPHICAL ERRORS** in price, description, or otherwise are subject to correction by Seller.

**PRICES** do not include any applicable sales, use, excise or other comparable taxes which, if required to be collected or paid by Seller or its supplier, shall be paid by Buyer to Seller, unless otherwise stated on the face hereof.

**TERMS OF PAYMENT:** Unless otherwise stated on the face hereof, terms of payment are net thirty (30) days after invoice date. In the event customer causes shipment or work delay, the invoice date may be the date ready for shipment or installation regardless of continued possession by Seller. Seller may invoice for partial shipments. On work that includes construction services, seller reserves the right to cease construction activity and vacate the jobsite should buyer fail to make payments in accordance with payment terms established herein.

**ADDITIONAL TERMS:** If bankruptcy or insolvency proceedings be instituted by or against Buyer or if Buyer makes an assignment for the benefit of creditors or if Buyer's financial situation, in Seller's judgment, does not justify extending credit to Buyer, Seller may, at its election, require payment in advance or on delivery or cancel the order for any unshipped goods and require payment of any loss incurred by reason of the cancellation.

**PAST DUE PRINCIPAL** shall be subject to monthly interest, service or late charges at the highest lawful rate but not exceeding 1 1/2% per month. Buyer shall be liable for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

**DELIVERY:** Unless stated on the face hereof, delivery shall be FOB point of shipment, and the means, method and route of delivery shall be as Seller may select. Any time of delivery stated on the face hereof is approximate only and Seller shall in no event be liable for delays in delivery or completion of work caused by delays in procuring materials or equipment or caused by fires, floods, accidents, acts of God, unavoidable accidents, strikes, labor difficulties or delay in transportation or by any action, law, ordinance, requirement, rule or regulation of any government or governmental authority, nor shall Seller be liable for any penalties or losses caused by any delay.

**DESCRIPTIVE TERMS:** Any descriptive terms or documents accompanying this order show only approximate dimensions, appearances, and specifications. Seller may make such changes therein as it deems an improvement.

**RISK OF LOSS:** The Buyer shall bear the risk of loss for any damage to or destruction of the goods ordered from such time as delivery by Seller of the goods to the carrier for transportation to Buyer, or, if Seller is the carrier, from tender of delivery to Buyer by Seller.

**ADDITIONAL SERVICES:** Unless stated on the face hereof, Seller does not agree or undertake to supervise or in any manner assist in the installation or start-up or servicing of the goods ordered.

**EXPRESS WARRANTIES:** (a) Items of equipment furnished by Seller under this Agreement, whether drop-shipped or installed by Seller, may be conditionally warranted against defects in material and workmanship by their manufacturer and are not warranted against such defects by Seller. Buyer's sole and exclusive remedy (if any) is against manufacturer only.

(b) Except as provided in paragraph (a), Seller agrees to correct all new construction work performed by Seller under this Agreement which proves to be defective in material or workmanship within one year from the Date of Substantial Completion. New construction work is defined as work performed on new facilities.

(c) Except as provided in paragraph (a), Seller agrees to correct service work provided by Seller under this Agreement which proves to be defective in material or workmanship within ninety days from the date service work is completed. This warranty is expressly limited to defects in material and workmanship specifically provided by Seller, and does not include failure caused by conditions outside the scope of service work performed by Seller. Service work is defined as work performed primarily on existing facilities, even if some portion of the work includes new or replacement components.

This warranty is expressly in lieu of all other rights and remedies at law or in equity. THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE HEREINABOVE SET OUT IN THIS PARAGRAPH. Seller shall not be responsible for any work done or expense incurred by Buyer which has not been authorized or is in excess of that authorized.

**DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES:** SELLER DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE OR USE. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES.

**CONDITIONS EXCLUSIVE:** No terms or conditions (including terms and conditions in any specification, order, contract, or subcontract in performance of which Buyer is purchasing the articles or services to be furnished pursuant hereof) not stated herein, and no agreement or other understanding varying the terms and conditions herein stated, shall be binding on Seller unless made a part hereof and signed by a duly authorized representative of Seller. To the extent that the assumptions, representations or conditions contained in this proposal are in conflict with any terms and conditions set forth on any subsequent purchase order or similar document issued to authorize or accept this proposal, the assumptions, representations and conditions of this proposal shall govern.

CASH BALANCES AS OF NOVEMBER 2015					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	Current Year	Prior Year	ADJUSTED BALANCES
			Interco. Balances	Interco./Interdep Balances	
<b>Water</b>	Farmers Bank	2,253,752.97	(920,404.84)	(972,621.07)	360,727.06
<b>Water-Debt Service</b>	Farmers Bank	796,805.46	74,868.04	20,110.75	891,784.25
<b>Water Capital Escrow (availability fees)</b>	TowneBank	399,367.86	28,840.00	5,440.00	433,647.86
<b>Water Treatment Plant Escrow</b>	TowneBank	111,959.61	-		111,959.61
<b>Water Deposit Account</b>	TowneBank	127,903.98	-		127,903.98
<b>Water Development Escrow</b>	TowneBank	95,781.73	2,400.00	2,400.00	100,581.73
<b>Subtotal Water</b>		<b>3,785,571.61</b>	<b>(814,296.80)</b>	<b>(944,670.32)</b>	<b>2,026,604.49</b>
			-		
<b>Sewer</b>	Farmers Bank	263,760.84	179,424.74	(527,850.04)	(84,664.46)
<b>Sewer Development Escrow</b>	TowneBank	353,106.63	2,400.00	2,400.00	357,906.63
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	789,226.74	43,400.00	8,240.00	840,866.74
<b>Sewer Compliance</b>	Farmers Bank	1,002,456.21	195,128.42	52,135.68	1,249,720.31
<b>Subtotal Sewer</b>		<b>2,408,550.42</b>	<b>420,353.16</b>	<b>(465,074.36)</b>	<b>2,363,829.22</b>
<b>Highway</b>	Farmers Bank	65,704.71	98,515.97	-	164,220.68
<b>General Fund</b>	Farmers Bank	1,721,376.69	331,577.96	1,409,744.68	3,462,699.33
<b>Payroll</b>	Farmers Bank	196,602.61			196,602.61
<b>Money Market-General Fund</b>	TowneBank	2,191.91			2,191.91
<b>Business Super Now-General Fund</b>	Farmers Bank	33,180.26			33,180.26
<b>Money Market-General Fund</b>	Farmers Bank	290,356.64			290,356.64
<b>General Fund Capital Escrow Account</b>	TowneBank	215,216.66			215,216.66
<b>Certificate of Deposit</b>	Farmers Bank	526,301.18			526,301.18
<b>Certificate of Deposit-Police Dept</b>	Farmers Bank	36,794.63			36,794.63
<b>Special Project Account</b>	Farmers Bank	520,049.61			520,049.61
<b>Pinewood Heights Escrow</b>	Farmers Bank	35,970.62			35,970.62
<b>SNAP Account</b>	Farmers Bank	2,287.75			2,287.75
<b>Museum Account</b>	Farmers Bank	114,451.80			114,451.80
<b>Windsor Castle Acct</b>	TowneBank	19,000.00			19,000.00
<b>S. Church Street Account</b>	TowneBank	36,168.41	(36,150.29)	-	18.12
<b>Subtotal General Fund</b>		<b>3,749,948.77</b>	<b>295,427.67</b>	<b>1,409,744.68</b>	<b>5,455,121.12</b>
<b>TOTAL ALL FUNDS</b>		<b>10,009,775.51</b>	<b>0.00</b>	<b>-</b>	<b>10,009,775.51</b>

REGIONS BANK  
1900 5TH AVE N - 25TH FL  
BIRMINGHAM AL 35203

ADMINISTRATOR:	JEAN DOBBINS 205-264-5394
INVESTMENT OFFICER	
RELATIONSHIP MANAGER	
ACCOUNT NUMBER	9246002035

TOWN OF SMITHFIELD, VA  
ATTN: ELLEN D. MINGA, TREASURER  
310 INSTITUTE STREET  
PO BOX 246  
SMITHFIELD VA 23431

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IF YOU HAVE QUESTIONS CONCERNING THIS STATEMENT, PLEASE CONTACT  
YOUR ACCOUNT ADMINISTRATOR.

REGIONS BANK  
VACO/VML VIRGINIA INVESTMENT  
POOL, TOWN OF SMITHFIELD,  
VIRGINIA PARTICIPANT  
ACCOUNT

# ACCOUNT STATEMENT

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Statement Period	11/01/2015 through 11/30/2015
Account Number	9246002035

## [Table Of Contents](#)

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Balance Sheet	1
Summary Of Fund	2
Asset Summary As Of 11/30/2015	3
Summary Of Earnings	5
Chronological Schedule Of Transactions	6

# ACCOUNT STATEMENT

Statement Period  
Account Number

11/01/2015 through 11/30/2015  
9246002035

## Balance Sheet

	AS OF 11/01/2015		AS OF 11/30/2015	
	COST VALUE	MARKET VALUE	COST VALUE	MARKET VALUE
<b>A S S E T S</b>				
CASH	0.00	0.00	0.00	0.00
<b>TOTAL CASH &amp; RECEIVABLES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
CIF/CTF FUNDS-BALANCED				
CIF/CTF FUNDS-BALANCED	502,015.24	505,306.55	502,274.51	504,486.65
<b>TOTAL CIF/CTF FUNDS-BALANCED</b>	<b>502,015.24</b>	<b>505,306.55</b>	<b>502,274.51</b>	<b>504,486.65</b>
<b>TOTAL HOLDINGS</b>	<b>502,015.24</b>	<b>505,306.55</b>	<b>502,274.51</b>	<b>504,486.65</b>
<b>TOTAL ASSETS</b>	<b>502,015.24</b>	<b>505,306.55</b>	<b>502,274.51</b>	<b>504,486.65</b>
<b>L I A B I L I T I E S</b>				
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL NET ASSET VALUE</b>	<b>502,015.24</b>	<b>505,306.55</b>	<b>502,274.51</b>	<b>504,486.65</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>502,015.24</b>	<b>505,306.55</b>	<b>502,274.51</b>	<b>504,486.65</b>

REGIONS BANK  
VACO/VML VIRGINIA INVESTMENT  
POOL, TOWN OF SMITHFIELD,  
VIRGINIA PARTICIPANT  
ACCOUNT

## ACCOUNT STATEMENT

Page 2

Statement Period 11/01/2015 through 11/30/2015  
Account Number 9246002035

### Summary Of Fund

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<b>MARKET VALUE AS OF 11/01/2015</b>		<b>505,306.55</b>
CTF DISTRIBUTIONS	310.84	
REALIZED GAIN OR LOSS	0.00	
UNREALIZED GAIN OR LOSS	1,079.17-	
ADMINISTRATIVE EXPENSES	51.57-	
<b>TOTAL MARKET VALUE AS OF 11/30/2015</b>		<b>504,486.65</b>

# ACCOUNT STATEMENT

Statement Period 11/01/2015 through 11/30/2015  
Account Number 9246002035

## Asset Summary As Of 11/30/2015

DESCRIPTION	MARKET VALUE	COST	% OF PORT
CIF/CTF FUNDS-BALANCED	504,486.65	502,274.51	100
TOTAL INVESTMENTS	504,486.65	502,274.51	
CASH	0.00		
DUE FROM BROKER	0.00		
DUE TO BROKER	0.00		
TOTAL MARKET VALUE	504,486.65		

REGIONS BANK  
 VACO/VML VIRGINIA INVESTMENT  
 POOL, TOWN OF SMITHFIELD,  
 VIRGINIA PARTICIPANT  
 ACCOUNT

# ACCOUNT STATEMENT

Statement Period 11/01/2015 through 11/30/2015  
 Account Number 9246002035

## Asset Detail As Of 11/30/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT
<b>CIF/CTF FUNDS-BALANCED</b>				
50,187.29	CUSIP # CF5400035 VIRGINIA INVESTMENT POOL	504,486.65	502,274.51	100
		<b>504,486.65</b>	<b>502,274.51</b>	<b>100</b>
	<b>TOTAL INVESTMENTS</b>	<b>504,486.65</b>		
	<b>CASH</b>	<b>0.00</b>		
	<b>DUE FROM BROKER</b>	<b>0.00</b>		
	<b>DUE TO BROKER</b>	<b>0.00</b>		
	<b>NET ASSETS</b>	<b>504,486.65</b>		
	<b>TOTAL MARKET VALUE</b>	<b>504,486.65</b>		

# ACCOUNT STATEMENT

Statement Period 11/01/2015 through 11/30/2015  
Account Number 9246002035

## Summary Of Earnings

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### INCOME EARNED

CTF DISTRIBUTIONS 310.84

**TOTAL INCOME EARNED 310.84**

**TOTAL INCREASES IN FUND VALUE 310.84**

### FEES AND OTHER EXPENSES

ADMINISTRATIVE EXPENSES 51.57

**TOTAL FEES AND OTHER EXPENSES 51.57**

UNREALIZED LOSS IN THE PERIOD 1,079.17

**TOTAL DECREASES IN FUND VALUE 1,130.74**

NET CHANGE IN NET ASSET VALUE 819.90-

# ACCOUNT STATEMENT

Statement Period  
Account Number

11/01/2015 through 11/30/2015  
9246002035

## Chronological Schedule Of Transactions

DATE	DESCRIPTION	CASH	COST
11 / 01 / 2015	BEGINNING BALANCE	0 . 00	502 , 015 . 24
11 / 02 / 2015	DISTRIBUTION FROM 50,161.53 UNITS VIRGINIA INVESTMENT POOL EFFECTIVE 10/31/2015 CUSIP # CF5400035	143 . 53	0 . 00
11 / 02 / 2015	PURCHASED 143.53 SHS MORGAN STANLEY PRIME ADVISORY #8341 ON 11/02/2015 AT 1.00 CUSIP # 61747C723	143 . 53 -	143 . 53
11 / 03 / 2015	PURCHASED 14.248 UNITS VIRGINIA INVESTMENT POOL ON 10/31/2015 AT 10.0736 INCOME REINVESTMENT CUSIP # CF5400035	143 . 53 -	143 . 53
11 / 03 / 2015	SOLD 143.53 SHS MORGAN STANLEY PRIME ADVISORY #8341 ON 11/03/2015 AT 1.00 CUSIP # 61747C723	143 . 53	143 . 53 -
11 / 16 / 2015	FEE TO VML/VACO FINANCE PARTICIPANT FEE FOR MONTH ENDING 10/31/2015	51 . 57 -	0 . 00
11 / 16 / 2015	DISTRIBUTION FROM 50,175.78 UNITS VIRGINIA INVESTMENT POOL EFFECTIVE 11/15/2015 CUSIP # CF5400035	167 . 31	0 . 00
11 / 16 / 2015	PURCHASED 115.74 SHS MORGAN STANLEY PRIME ADVISORY #8341 ON 11/16/2015 AT 1.00 CUSIP # 61747C723	115 . 74 -	115 . 74
11 / 17 / 2015	PURCHASED 11.511 UNITS VIRGINIA INVESTMENT POOL ON 11/15/2015 AT 10.055 INCOME REINVESTMENT CUSIP # CF5400035	115 . 74 -	115 . 74
11 / 17 / 2015	SOLD 115.74 SHS MORGAN STANLEY PRIME ADVISORY #8341 ON 11/17/2015 AT 1.00 CUSIP # 61747C723	115 . 74	115 . 74 -
11 / 30 / 2015	ENDING BALANCE	0 . 00	502 , 274 . 51

REGIONS BANK  
VACO/VML VIRGINIA INVESTMENT  
POOL, TOWN OF SMITHFIELD,  
VIRGINIA PARTICIPANT  
ACCOUNT

## ACCOUNT STATEMENT

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Statement Period  
Account Number

11/01/2015 through 11/30/2015  
9246002035

**IMPORTANT INFORMATION FOR REGIONS CORPORATE TRUST CUSTOMERS:**

INVESTMENT, INSURANCE AND ANNUITY PRODUCTS: ARE NOT FDIC INSURED, ARE NOT A DEPOSIT, ARE NOT BANK GUARANTEED, ARE NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, MAY GO DOWN IN VALUE, AND ARE NOT A CONDITION OF ANY BANKING ACTIVITY.

FOR MORE DETAILED INFORMATION REGARDING FEES, PLEASE CONSULT THE FUND PROSPECTUS OR CONTACT YOUR ADMINISTRATOR.

**IMPORTANT DISCLOSURE INFORMATION FOR ALL FLORIDA ACCOUNTS:**

AN ACTION FOR BREACH OF TRUST BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORT OF THE TRUSTEE MAY BE SUBJECT TO A SIX MONTH STATUTE OF LIMITATIONS FROM THE RECEIPT OF THE TRUST ACCOUNTING OR OTHER WRITTEN REPORT. IF YOU HAVE QUESTIONS, PLEASE CONSULT YOUR ATTORNEY.

General Obligation Capital Improvement Bonds, Series 2008						33.19%		
	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal	Interest	Total
7/1/2009	-		56,665.10	56,665.10	-	-	18,807.15	18,807.15
1/1/2010	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2010	-		-	-	108,971.35	-	-	-
7/1/2010	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
1/1/2011	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2011	-		-	-	104,612.50	-	-	-
7/1/2011	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
1/1/2012	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
6/30/2012	-		-	-	104,612.50	-	-	-
7/1/2012	55,000.00	4.00%	52,306.25	107,306.25	-	18,254.50	17,360.44	35,614.94
1/1/2013	-		51,206.25	51,206.25	-	-	16,995.35	16,995.35
6/30/2013	-		-	-	158,512.50	-	-	-
7/1/2013	60,000.00	4.00%	51,206.25	111,206.25	-	19,914.00	16,995.35	36,909.35
1/1/2014	-		50,006.25	50,006.25	-	-	16,597.07	16,597.07
6/30/2014	-		-	-	161,212.50	-	-	-
7/1/2014	60,000.00	4.00%	50,006.25	110,006.25	-	19,914.00	16,597.07	36,511.07
1/1/2015	-		48,806.25	48,806.25	-	-	16,198.79	16,198.79
6/30/2015	-		-	-	158,812.50	-	-	-
7/1/2015	65,000.00	4.25%	48,806.25	113,806.25	-	21,573.50	16,198.79	37,772.29
1/1/2016	-		47,425.00	47,425.00	-	-	15,740.36	15,740.36

VENDOR # 465  
 ACCOUNT # 4-100-95500-0003  
 DEPT HEAD edm  
 TOWN MANAGER \_\_\_\_\_



**TOWN OF SMITHFIELD**  
**PROCUREMENT POLICY MANUAL**

## **Table of Contents**

- I. PURPOSE**
- II. POLICY**
- III. APPLICABILITY**
- IV. RESPONSIBILITY**
- V. CONTRACT APPROVALS**
- VI. SMALL PURCHASE POLICY**
- VII. LARGE PURCHASES AND PROCEDURES FOR COMPETITIVE SEALED BIDS AND COMPETITIVE NEGOTIATION**
- VIII. EXCEPTIONS TO THE ABOVE**
- IX. DISCRIMINATION PROHIBITION**

## **I. Purpose**

The policies contained herein have been developed pursuant to the Virginia Public Procurement Act of the Code of Virginia (VPPA). The VPPA has certain mandatory provisions and allows for the use of certain optional policies provided they are adopted in writing for the governing body and are based on competitive principles. These policies are intended to provide the framework to respond to user needs, strengthen the public confidence in the integrity of public purchasing and bring the most favorable price for purchase of needed goods, services and construction by the Town.

## **II. Policy**

All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance or construction shall be awarded after competitive sealed bidding or competitive negotiation unless otherwise authorized or exempted by law or regulation.

## **III. Applicability**

These policies and procedures apply to all contracts for procurement of goods, services, insurance and construction entered into by the Town involving any expenditure of public funds except those specifically exempted herein.

## **IV. Responsibility**

1. The Town Manager shall exercise overall responsibility for the conduct of the Town's procurement system.
2. The Town Treasurer serves as the Chief Purchasing Officer (CPO) for the Town under the direction of the Town Council. The CPO shall have the power and duty to:
  - a. Keep current, observe and enforce the policies and procedures adopted herein;
  - b. Ensure that procurement transactions be conducted in a fair and impartial manner, that competition be promoted and that the best interests of the Town be served;
  - e. Implement procedures that ensure that all goods, services or construction purchased are properly inspected and conform to the purchase order, contract and/or specifications;

- f. Ensure that appropriate personnel are trained and possess copies of this Procurement Policy Manual and the Procurement Procedures Manual; and
  - g. Participate in state and regional cooperative purchasing programs and organizations.
3. Department Directors of the Town shall be responsible for the following:
- a. Assuring compliance by the personnel of their departments with the procurement policies herein and procedures implemented to comply with such policies;
  - b. Assuring that procurements are made for authorized purposes and within the budgetary limits approved by the Town Council;
  - c. Ensure that all goods, services or construction purchased are properly inspected and conform to the purchase order, contract and/or specifications;
  - d. Exercising delegated procurement responsibility within the limits and procedures established by this regulation and procedures implemented by the CPO; and
  - e. Assuring that appropriate personnel are trained and possess copies of this Procurement Policy Manual.
4. Failure to follow the provisions of these policies and established procurement procedures shall be grounds for disciplinary action to include termination.

## **V. Contract Approvals**

1. Only the Town Manager or his designee is authorized to sign contracts which bind the Town for the procurement of goods, services, insurance or construction.
2. Contracts shall be processed as follows:
  - a. The using department or the company awarded contract shall draft the contract documents and forward them to the CPO for review;
  - b. After review, the CPO shall forward them to the Town Attorney if needed for approval as to legal form; and,

- c. The contract is then returned to the CPO to secure the signature of the Contractor, and the Town Manager or his designee.

## VI. Small Purchase Policy

The competitive pricing methods set forth below shall be followed for purchases not expected to exceed the limit set in the VPPA. Purchases over \$10,000 must be approved by Town Council.

1. **Purchases less than \$1,000**, must be authorized by a Department Director or his/her authorized representative. Prices in the form of telephone quotations, catalogue comparisons and other similar means may be obtained as is practicable.
2. **Purchases greater than \$1,000 and less than \$10,000** must be authorized by a Department Director and Town Manager. Price quotes are to be obtained from two or more sources. Verbal quotes may be obtained provided all pertinent information is properly documented. Proper documentation includes: item description; date and time of quotation; company name; quoted unit and extended price; and name of authorized representative providing the quotation.
3. **Purchases between \$10,000.01 - \$30,000** require at least 3 attempted telephone, catalog, electronic or written quotes.
4. **Purchases between \$30,000.01- \$50,000** require at least 4 attempted written quotes.
5. **Professional services over \$60,000** require a formal Request for Proposal. (RFP)
6. Goods and non-professional services over \$50,000 require a formal Request for Proposal (RFP) or Invitation to Bid (ITB) if competition is not practicable or fiscally advantageous.
7. Nothing in this Policy shall prevent the use of competitive sealed bidding or competitive negotiation in procurements under the VPPA limit if deemed appropriate by the CPO.
8. Orders may not be arbitrarily split so as to constitute a small purchase.

## X. Large Purchases and Procedures For Competitive Sealed Bidding and Competitive Negotiation

Large purchases are defined as any purchase whereby supplies, goods, construction and services are estimated to cost over \$50,000 and above and professional services over \$60,000. This level of service requires that a formal Invitation For Bid or Request For

Proposal (RFP) be issued. All bids or RFP's must be advertised for a minimum of 10 days as required by law. The Town of Smithfield is governed by the Virginia Public Procurement Act and follows all procedures for competitive sealed bidding and competitive negotiation.

#### Required Components of Formal Solicitation Documents

1. Public Notice (Newspaper ad required for RFP).
2. List of vendors contacted directly (if applicable)
3. Solicitation of Small Businesses and Minority-Owned Businesses in cooperation with the Virginia Department of Small Businesses and Supplier Diversity. (Town of Smithfield Supplier Diversity Program attached).
4. Detailed specifications and requirements for goods and services
5. Qualifications required of bidders/offerors; description of prequalification process (if applicable).
6. Factors Considered in Evaluating Bids or Proposals including whether a numerical scoring system will be used in evaluation of proposal. If numerical scoring system is used, the point values assigned to each of evaluation criteria shall be included in Request for Proposal.
7. Bid Form (ITB)
8. Instructions to Bidders/Offerors
9. Special Terms and Conditions (unique contract requirements); specifications
10. General Terms and Conditions (general requirements for all contracts)
11. Public Notice of Intent to Award or Notice To Award

### **XI. Exceptions To Above**

1. Emergency Purchases – Health or Safety of the public or operation of equipment is in jeopardy. Competition is not required. Written justification is required. Emergency purchases must be approved by the Town Manager or his designee and posted in a public place for 10 days.
2. Sole Source - Written determination of the basis for finding that a particular vendor is the “sole source practicably available”.
3. State Contracts – No competition is required.
4. Other exceptions as outlined in the Virginia Public Procurement Act.

## **XII. Discrimination Prohibitions**

All public bodies shall include in every contract of more than \$10,000 the following provisions (Code of Virginia 2.2-4311):

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.



**Parks and Recreation Committee Report**

**December 2015**

**Event Listing (since last committee meetings)**

Day	Date	Event Type	Location
Mon	Nov 16	Committee Meetings	Smithfield Center
Tue	Nov 17	VDOT Meeting	Smithfield Center
		Schoolhouse Meeting	Smithfield Center
		Crimeline Meeting	Smithfield Center
		Committee Meetings	Smithfield Center
		BHA&R Meeting	Smithfield Center
Wed	Nov 18	Diabetes Symposium	Smithfield Center
Thu	Nov 19	Smithfield Women's Club	Smithfield Center
		Affordable Care Act Meeting	Smithfield Center
Sat	Nov 21	Festival of Trees Gala	Smithfield Center
<b> </b>			
Fri	Nov 28	Wedding & Reception	Smithfield Center
<b> </b>			
Tue	Dec 1	WCFB Meeting	Smithfield Center
		Town Council	Smithfield Center
Wed	Dec 2	Staff Meeting	Smithfield Center
Sat	Dec 5-6	Antique Show	Smithfield Center
	Dec 5	Home Tours	Downtown Smithfield
<b> </b>			
Mon	Dec 7	Council Work Session	Smithfield Center
Tue	Dec 8	Kiwanis Toy Store	Smithfield Center
Fri	Dec 11	Women's Club Tree Lighting	Smithfield Center
		Christmas Market	Main Street
Sat	Dec 12	Santa Breakfast	Smithfield Center
		Christmas Parade	Town Streets
<b> </b>			
Tue	Dec 15	Schoolhouse Committee	Smithfield Center
		County Employee Holiday Luncheon	Smithfield Center
		BHA&R	Smithfield Center
Wed	Dec 16	Senior Citizen Christmas Party	Smithfield Center
		Smithfield Cares Toy Store	Smithfield Center
Thu	Dec 17	Navy Band Concert	Smithfield Center
Fri	Dec 18	Business Meeting	Smithfield Center

<b>Upcoming Events to Note</b>				
OTP	Day	Date	Event Type	Location
	Tue	Dec 22	Town Employee Luncheon	Smithfield Center
OTP	Thu	Jan 7	Chamber Legislative Breakfast	Smithfield Center
OTP	Sat	Jan 16	BOB Fest	Windsor Castle
OTP	Sun	Jan 17	MLK Banquet	Smithfield Center

**Parks and Recreation Committee Report**

**December 2015**

**Programming**

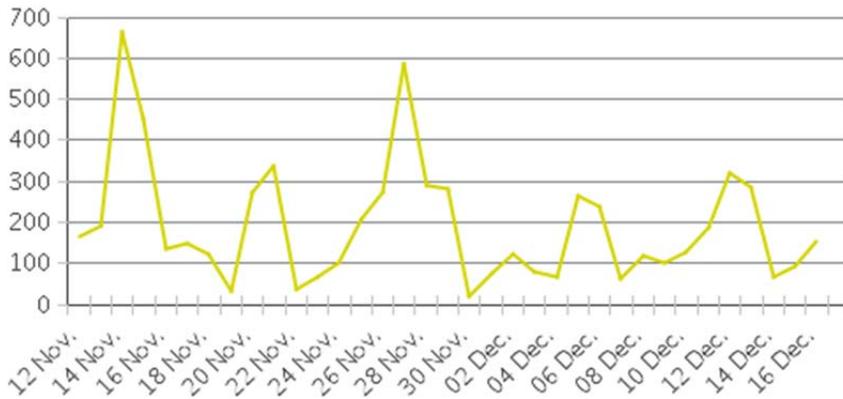
**(No programming taking place at this time)**

**Windsor Castle Park Trail Doctors**

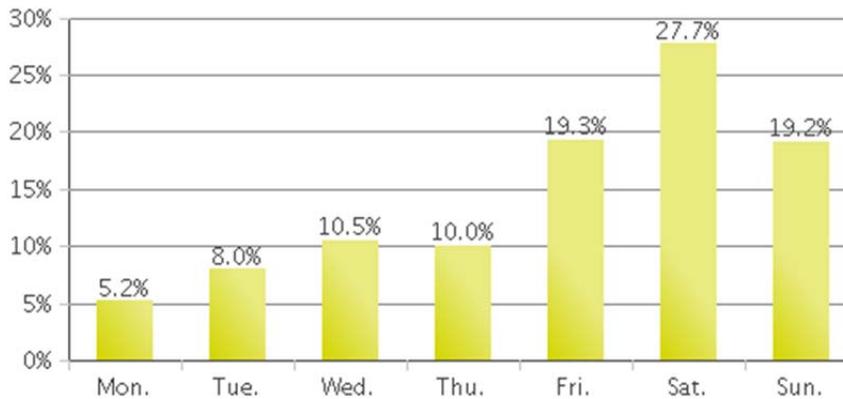
Project	Date	Volunteers
Bridge Cleaning	11/11/15, 11/27/15	Steve Senkovich, Wayne Hall
Trail Maintenance	11/18/15	Carter Williams
English Ivy Removal	11/16/15, 12/11/15, 12/16/15	Steve Senkovich
<b>4 New Members joined over the last month</b>		

**Eco Counter Data for Windsor Castle Park**

Location: Main Parking (Dan Smith Lane)		Daily Average -194	
Busiest Days	Saturday 14 Nov (662)	Friday 27 Nov (587)	Sunday 15 Nov (455)



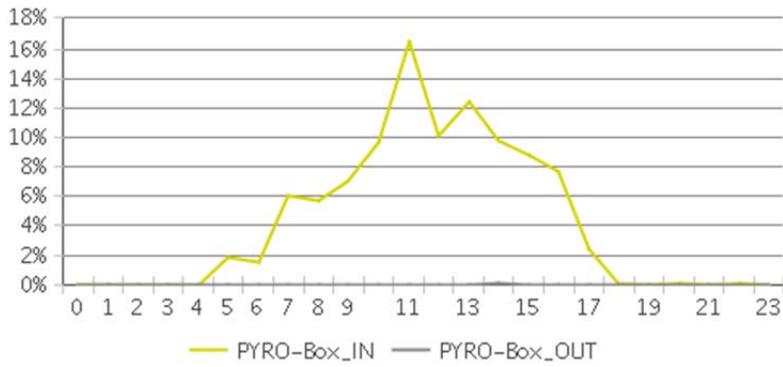
**Daily Data**



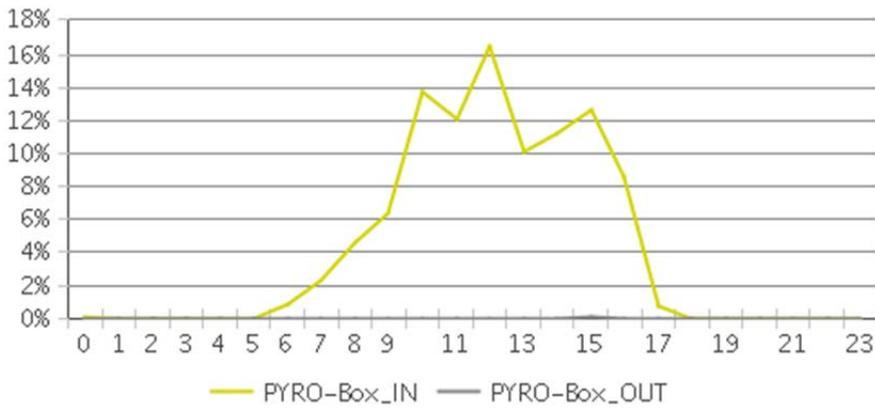
**Weekly Profile**

# Parks and Recreation Committee Report

December 2015



**Hourly Profile During the Week**



**Hourly Profile During the Weekend**

**MONTHLY PROGRESS REPORT FOR DECEMBER 2015**

Locality: Town of Smithfield

Contract #: 13-01 MY2

Prepared by: Michael Paul Dodson, CFM

Project Name: Pinewood Heights Phase II Contract Completion Date: 06/20/2016

Date: 12/15/2015

**FINANCIALS**

CDBG Contract Amount: \$375,280 Leverage Amount: \$589,894  
CDBG Amount Expended: \$81,000 Leverage Amount Expended: \$190,052

**CUMLATIVE CONSTRUCTION PROGRESS**

{INSERT PROJECT SPECIFIC PRODUCTS HERE}

**ADMINISTRATIVE ACTIVITY**

**Management Plan:** Is project on schedule as shown in PMP?  Yes  No If no, update will be furnished by: \_\_\_\_\_

**When was the last Management Team meeting?** 11/10/2015

Next meeting? 01/12/2016

**Budget:** Is project proceeding within the approved budget?  Yes  No If no, revision will be furnished by: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Technical Assistance Required?**  Yes  No If yes, in what area(s)?

**Status:** All purchase offers have been accepted. The residents at 52, 53, 54, 110 Carver have all been relocated. The tenant at 52 Carver has been relocated and now is an owner in Isle of Wight County. Title issues are preventing the closings on 52 Carver but condemnation procedures were approved and have been started by the Town Attorney. 53 & 54 Carver are town owned and vacant. Both have been secured and prepared for demolition. The Town will also be working to close on 110 & 111 Carver Street. The tenant at 111 Carver has completed the relocation forms and the Town Attorney is working with the family on title issues in order to complete the relocation. The owners of 44 Carver have accepted their offers to sale and we are working on relocation actions now that would place them in a new purchased home.

**Are problems anticipated?** None

**Other comments:** None

## Project Specific Products:

### Owner-Occupied Acquisition (Goal=2)

Owner Occupied Homes

1) 44 Carver      2) 53 Carver

Preliminary Acquisition Letters Sent 2

1) 44 Carver      2) 53 Carver

Appraisals Completed 2

1) 44 Carver      2) 53 Carver

Review Appraisals Completed 2

1) 44 Carver      2) 53 Carver

Offer to Purchase Letters Sent 2

1) 44 Carver      2) 53 Carver

Offers Accepted 2

1) 44 Carver      2) 53 Carver

Properties Closed On 1

1) 53 Carver

### Tenant-Occupied Acquisition (Goal=4)

Tenant Occupied Homes

1) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Preliminary Acquisition Letters Sent 4

2) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Appraisals Completed 4

1) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Review Appraisals Completed 4

1) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Offer to Purchase Letters Sent 4

1) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Offers Accepted 4

1) 52 Carver      2) 54 Carver      3) 110 Carver      4) 111 Carver

Properties Closed On 1

1) 54 Carver

### Owner-Occupied Relocation (Goal=2)

Owner Occupied Homes

1) 44 Carver      2) 53 Carver

Household Surveys Completed 2

1) 44 Carver      2) 53 Carver

Income Verifications Completed 2

1) 44 Carver      2) 53 Carver

Eligibility of Relocation Letters Sent 2

1) 44 Carver      2) 53 Carver

Comparable Units Found and Inspected 2

1) 44 Carver      2) 53 Carver

Households Relocated 1

1) 53 Carver

**Market-Rate, Renter-Occupied Relocation** (Goal=3)

Market-Rate Occupied Homes

1) 52 Carver      2) 54 Carver      3) 111 Carver

Household Surveys Completed 3

1) 52 Carver      2) 54 Carver      3) 111 Carver

Income Verifications Completed 3

1) 52 Carver      2) 54 Carver      3) 111 Carver

Eligibility of Relocation Letters Sent 3

1) 52 Carver      2) 54 Carver      3) 111 Carver

Comparable Units Found and Inspected 3

1) 52 Carver      2) 54 Carver      3) 111 Carver

Households Relocated 2

1) 52 Carver      2) 54 Carver

**Section 8, Renter-Occupied Relocation** (Goal=1)

Section 8 Occupied Homes

1) 110 Carver

Household Surveys Completed 1

1) 110 Carver

Income Verifications Completed 1

1) 110 Carver

Eligibility of Relocation Letters Sent 1

1) 110 Carver

Comparable Units Found and Inspected 1

1) 110 Carver

Households Relocated 1

1) 110 Carver

**Demolition** (Goal=6)

Units to be Demolished

1) 44 Carver      2) 52 Carver      3) 53 Carver      4) 54 Carver      5) 110 Carver      6) 111 Carver

Units that have been Demolished 0

# PROJECT STATUS MAP

Pinewood Heights Phase II Redevelopment Project  
Multi-Year 2  
Town of Smithfield, Virginia

## LEGEND

--- PHASE II BOUNDARY

### STATUS:

- PRELIM ACQ LETTER RECEIVED BY OWNER
- OFFER TO PURCHASE ACCEPTED
- RELOCATION IN PROCESS
- RELOCATION COMPLETE
- READY FOR DEMOLITION/DEMO PREP
- PROPERTIES ACQUIRED IN MY1
- O OWNER OCCUPIED
- R RENTER OCCUPIED
- 8 SECTION 8 TENANT



December 2015

COMMUNITY PLANNING PARTNERS, INC.

**PINEWOOD HEIGHTS PHASE III  
REDEVELOPMENT PROJECT  
PROPERTY ACQUISITION PLAN**

January 5, 2016

**Project Overview**

The Town of Smithfield has been awarded one Community Development Block Grant (CDBG) Planning Grant and two Community Investment Grants (CIGs) the comprised a total of four multi-years phases since 2010 (please see attached Project Area Map). The Town has successfully completed all of Phase I and the first multi-year (MY1) of Phase II. The Town is working to complete all the acquisitions in MY2 over the next year. This will complete the acquisition, relocation, and demolition of all residential homes south of Jamestown Avenue. The Town has held several additional neighborhood and public meeting with residents encouraging the Town to complete the relocation of the entire Pinewood Heights community. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase III project calls for the acquisition and demolition of eighteen (18) housing units including nine (9) duplexes, and the acquisition of four (4) vacant lots. It also requires the voluntary permanent relocation of said eighteen (18) households. Surveyed communication with every Phase III owner has determined that all sixteen (16) housing units are occupied including four (4) home owners and twelve (12) tenant households, and two (2) vacant homes. Phase IV will call for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment laws in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings could not be constitutionally be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no need for the Town of Smithfield to seek outside assistance in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going with

work now in Phase II. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

## Acquisition

All activities mentioned in the Property Acquisition Plan will take into account both URA and DHCD requirements. The following procedures will be followed as part of the Town's Acquisition program:

- 1) Neighborhood residents and property owners will be advised of the property acquisition and relocation process during neighborhood meetings in July 2014 as well as immediately after a successful funding decision has been made regarding the Town's Phase II application. Each person attending the meeting will receive the appropriate HUD publications depending on their ownership status – HUD *“Relocation Assistance to Tenants Displaced from their Homes”*; HUD *“Relocation Assistance to Displaced Homeowners”*; HUD *“When A Public Agency Acquires Your Property”*.
- 2) A “Preliminary Acquisition Notice” will be sent to all property owners notifying them of the Town's intent to acquire each property. The notice will be mailed certified mail with return receipt to document the action. The *“When A Public Agency Acquires Your Property”* brochure will be enclosed.
- 3) An “Invitation to Accompany Appraiser” will be sent to all property owners at least seven (7) days prior to the Appraiser's visit notifying each household of the upcoming visit. The Appraiser will communicate his pending visit by certified mail or certifying signature from the resident that such an attempt was made.
- 4) Appraiser will make a cursory physical inspection of the subject sites as well as visual inspections of both the interior and exterior of all improvements. Appraiser will submit uniform residential appraisal report to Town Manager as well as Acquisition and Relocation Specialist
- 5) Acquisition and Relocation Specialist will send the Appraisal Report via e-mail to the Review Appraiser, in this case the Isle of Wight County Commission of the Revenue.
  - a. If the initial fair market value determination is greater than \$150,000, DHCD must be notified by the Grant Manager within five working days as it reserves the right to require the Commissioner to conduct a field review;

- b. If the Review Appraiser disagrees with the determination, he will send a letter to the Appraiser requesting a re-examination of the property (with a copy going directly to the Grant Manager and the DHCD Community Development Specialist).
  - c. If the Review Appraiser agrees with the determination, he will send the "Review of Appraisal Report" letter to the Town Manager stating he evaluated the appraisal and agrees with the determination.
  - d. Only one desk review may be conducted per property without the prior approval of DHCD;
- 6) Town Manager sends the "Written Offer to Purchase" letter with the "Statement of the Basis for the Determination of Just Compensation" as an enclosure to the property owner.
  - 7) Negotiations between the property owner and the Acquisition and Relocation Specialist begin the day after the "Written Offer to Purchase" letter is executed by the Town Manager.
  - 8) If property owner declines Town's offer, then a statement is signed signifying the owner's refusal. If accepted, Acquisition and Relocation Specialist will mail the owner an "Acceptance of Town's Offer to Purchase" which signifies the owner's acceptance of the Town's purchase offer. This letter is held in the file and a copy forwarded to the Town Attorney's office.
  - 9) Title Searches are ordered on all properties to be purchased by the Town and is completed by the Town Attorney's office.
  - 10) The Town Treasurer sends a check in the amount of the agreed upon purchase price to the Town Attorney's office. The Town Attorney pays off all liens and payments on the property and closes on the property with the property owner. The deed is filed with Isle of Wight County and concludes the acquisition process.
  - 11) Along with the drawdown request for the associated acquisition costs, the Town must submit copies of the review appraisal and the US HUD Settlement Statement; and
  - 12) DHCD reserves the right to withdraw this waiver at any future date, to become responsible for the review appraisals, and to invoice the Town for the review appraiser's fee as a CDBG eligible cost.

Town Council will authorize the Town Manager to negotiate, on a case by case basis and if needed, up to a set percentage of fair market value with all willing sellers in the project area.

### **Properties to be Acquired in Phase III**

Please see the attached spreadsheet Real Property Ownership / Proposed Acquisition Program which identifies all properties to be acquired, including name of each property owner, property address, and legal address.

### **Prioritization of Properties**

After much deliberation, the Phase III Management Team has decided to prioritize its acquisition and relocation efforts by starting at the southwest corner of the intersection of Pinewood Drive and Jamestown Avenue and work its way westward towards the end of the Carver Avenue cul-de-sac. In essence, efforts will begin at 38 Jamestown Avenue and conclude at 21 Jamestown Avenue. The southern side of the street 28 to 38 Jamestown Avenue, along with the lots of 29 and 30 Jamestown Avenue will be considered Multi-Year 1 and the properties at 19 to 27 Jamestown Avenue will be considered Multi-Year 2 properties. At first, the Management Team attempted to prioritize the properties based on a point system, similar to that of a housing rehab project as set forth in the CDBG Grant Management Manual. However, it became extremely troublesome since the household characteristics of the neighborhood are extremely similar. It was then requested by all three Management Team Sparkplugs that the Town proceed with implementation from one end of the street to the other. The prime reason for this implementation method is to ensure that both sides of the duplex are acquired and relocated rather than having several structures where one half is vacant and the other is occupied. There were several instances in Phase I where not acquiring properties on both halves of a duplex occurred and it became a safety and welfare issue. Even though the vacant half was boarded up, there were still numerous break-ins and calls to the Smithfield Police. The three Sparkplugs were adamant that the Town learn from Phase I and not allow this to happen again. All three were extremely concerned about the safety of the Phase III residents, many of whom are female and elderly. It is in the best interest of the Town and, most importantly, the residents to ensure these events do not happen again. The Phase III Management Team, however, retains the authority to differ from this method on a case-by-case basis and in only the most dire of situations.

### **Timeline**

The timeline for the commencement and completion of the project will be found in the *Project Management Plan—Pinewood Heights Phase III, as amended from time to time*.

## **Complaint and Appeals Process**

The required complaint and appeals process will be found, and will be available for review, at the Town Manager / Town Clerk's Office and may be reviewed during normal business hours which are Monday through Friday from 9:00am to 5:00pm.

The Town shall promptly review complaints and appeals. Written complaints and appeals shall be considered regardless of form. If the person needs assistance in filing one, the Town shall provide appropriate assistance.

### ***Actions That May Be Appealed***

Persons being displaced may file an appeal if they believe the Town has:

- Made a mistake in determining eligibility for payment;
- Made an error in figuring the amount of payment;
- Been unfair in refusing to waive the time limit for filing a claim or the purchase and occupancy requirements;
- Not provided a reasonable choice of comparable replacement housing;
- Not properly inspected the replacement housing; or
- Failed to comply with the provisions concerning the notice of right to continue in occupancy.

### ***Levels of Appeal***

There are three levels of appeal. First, an appeal is filed with the Town Manager or the local governing body of the Grantee. This appeal must be written. The second level of appeal is to DHCD. The third level is to the courts.

### ***Time Limit***

The time limit for a person to file an appeal is sixty (60) days after the person receives the written notification of the Town's determination.

### ***Right to Legal Counsel***

The person filing the Appeal has a right to legal counsel or other representation, but solely at the person's own expense.

### ***Grantee Review and Determination***

The Town official conducting the review of the appeal shall be either the Town Manager or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Town shall notify the person of its written determination including an explanation on which the decision was made. The Town shall advise the person of his or her right appeal to DHCD.

## **Recordkeeping**

Acquisition documentation will be kept in separate files maintained by the Acquisition and Relocation Specialist. Once a file is completed, it will be transferred to the Town Manager / Town Clerk Office in Smithfield for record keeping.

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Peter M. Stephenson, Town Manager

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Date

**PINEWOOD HEIGHTS PHASE III REDEVELOPMENT PROJECT**

**Real Property Ownership / Proposed Acquisition Program**

**Smithfield, Virginia**

<b>Parcel #</b>	<b>Property Address</b>	<b>Property Owner</b>	<b>Legal/Mailing Address</b>
21A-02-001	1 Pinewood Ave	Morgan, Craig D & Amber C.	PO Box 1013, Smithfield VA 23431
21A-02-002	2 Pinewood Ave	Lewis, David & Michelle	760 De Laura Ln., Virginia Beach VA 23455
21A-02-003	3 Pinewood Ave	Williams, Robert H & Lizzie M.	3 Pinewood Drive, Smithfield VA 23430
21A-02-004	4 Pinewood Ave	Hill, Sarah P & Robert M.	PO Box 43, Smithfield VA 23431
21A-02-005	5 Pinewood Ave	Winniegan, Garland & Bernice P.	PO Box 333, Lightfoot VA 23090
21A-02-006	6 Pinewood Ave	Miller, Michael S.	3300 High Street, Ste 3, Portsmouth VA 23707
21A-02-007	7 Pinewood Ave	Stokes, Karl L	1004 Cathedral Place, Suffolk VA 23434
21A-02-008	8 Pinewood Ave	Brockman, Paul E. & Phelps Guy	656 De Laura Ln., Virginia Beach VA 23455
21A-02-009	9 Pinewood Ave	Townsend, Phyllis & Kurt	9 Pinewood Drive, Smithfield VA 23430
21A-02-010	10 Pinewood Ave	Stokes, Karl L & Susan R Trustee	1004 Cathedral Place, Suffolk VA 23434
21A-02-011	11 Pinewood Ave	Green, Johnsie D L/E	109 Cattail Ln, Apt 1, Smithfield VA 23430
21A-02-012	12 Pinewood Ave	Taylor, Sally K	1606 Colonial Trail, Smithfield VA 23430
21A-02-013	13 Pinewood Ave	Back Bay Properties LLC	11204 Park Place, Smithfield VA 23430
21A-02-014	14 Pinewood Ave	Smith, Lionel & Vivian	504 Rushwood Ct, Suffolk VA 23435
21A-02-015	15 Pinewood Ave	Brockman, Paul E.	656 De Laura Ln., Virginia Beach VA 23455
21A-02-016	16 Pinewood Ave	Brockman, Paul E.	656 De Laura Ln., Virginia Beach VA 23455
21A-02-017	17 Pinewood Ave	Seaborne, Raymond	13371 Courthouse Hwy, Smithfield VA 23430
21A-02-018	Pinewood Hgts Lot 18	Seaborne, Raymond	13371 Courthouse Hwy, Smithfield VA 23430
21A-02-019	Pinewood Hgts Lot 19	B & J Land Development	915 S Church Street, Smithfield VA 23430
21A-02-020	21 Jamestown Ave	Burrell, John R. & Jean H.	21 Jamestown Ave, Suffolk VA 23432
21A-02-021	22 Jamestown Ave	Phelp, Guy E	116 Woodland Ct, Moyok NC 27958
21A-02-022	23 Jamestown Ave	Brown, Eunice R.	23 Jamestown Ave, Suffolk VA 23432
21A-02-023	24 Jamestown Ave	Podruchny, Rachael M.	1090 Clear Springs Dr, Virginia Beach VA 23464
21A-02-024	25 Jamestown Ave	Phelp, Guy E	116 Woodland Ct, Moyok NC 27958
21A-02-025	26 Jamestown Ave	Brockman Paul E. & Phelps, Guy	656 De Laura Ln., Virginia Beach VA 23455
21A-02-026	38 Jamestown Ave	Shivers, Georgia M.	38 Jamestown Ave, Suffolk VA 23432
21A-02-027	37 Jamestown Ave	Delk, Pauline M Estate	37 Jamestown Ave, Suffolk VA 23432
21A-02-028	36 Jamestown Ave	Greene, Evelyn	259 Clubhouse Rd, Dendron VA 23839
21A-02-029	35 Jamestown Ave	Robinson, Ford Valerie & Shivers	11083 Windsor Way, Windsor VA 23487
21A-02-030	34 Jamestown Ave	Salokin Properties, LLC.	5840 Old Myrtle Rd., Suffolk VA 23434
21A-02-031	33 Jamestown Ave	Holloway, Catherine A.	33 Jamestown Ave, Suffolk VA 23432
21A-02-032	32 Jamestown Ave	Phelp, Guy E	116 Woodland Ct, Moyok NC 27958

<b>Parcel #</b>	<b>Property Address</b>	<b>Property Owner</b>	<b>Legal/Mailing Address</b>
21A-02-033	31 Jamestown Ave	Futrell Carlos & Stovall Shynika	1308 Spencer Ct, Suffolk VA 23434
21A-02-034	30 Jamestown Ave	H and A Development & Assoc.	1874 Cherry Grove Road North, Suffolk VA 23432
21A-02-35	29 Jamestown Ave	Nickle, Garth A. & Susan M.	117 Albacore Dr., Yorktown VA 23692
21A-02-036	28 B Jamestown Ave	Brockman, Paul E.	656 De Laura Ln., Virginia Beach VA 23455
21A-02-037	28 A Jamestown Ave	Phelp, Guy E	116 Woodland Ct, Moyok NC 27958

**PINEWOOD HEIGHTS PHASE III  
REDEVELOPMENT PROJECT  
RESIDENTIAL RELOCATION ASSISTANCE PLAN**

January 5, 2016

**Project Overview**

The Town of Smithfield has been awarded one Community Development Block Grant (CDBG) Planning Grant and two Community Investment Grants (CIGs) the comprised a total of four multi-years phases since 2010 (please see attached Project Area Map). The Town has successfully completed all of Phase I and the first multi-year (MY1) of Phase II. The Town is working to complete all the acquisitions in MY2 over the next year. This will complete the acquisition, relocation, and demolition of all residential homes south of Jamestown Avenue. The Town has held several additional neighborhood and public meeting with residents encouraging the Town to complete the relocation of the entire Pinewood Heights community. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase III project calls for the acquisition and demolition of eighteen (18) housing units including nine (9) duplexes, and the acquisition of four (4) vacant lots. It also requires the voluntary permanent relocation of said eighteen (18) households. Surveyed communication with every Phase III owner has determined that all sixteen (16) housing units are occupied including four (4) home owners and twelve (12) tenant households, and two (2) vacant homes. Phase IV will call for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment laws in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings could not be constitutionally be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no need for the Town of Smithfield to seek outside assistance in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going with

work now in Phase II. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

## **Relocation**

Funding for residential relocation assistance includes CDBG funds, Town funds, and Section 8 Vouchers. Since residential relocation activities will be implemented in part with Federal funds, and in addition to the *Grant Management Manual*, full compliance will be required of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* (URA), as amended. The Town of Smithfield will have the ultimate administrative responsibility for all acquisition and relocation activities, with assistance from the Acquisition and Relocation Specialist.

Relocation benefits will include financial compensation as well as advisory services including direct counseling assistance, referrals, homeownership assistance/training, and other services as needed to minimize the impact of the move.

If an owner does not currently have a mortgage, then the relocation payment will be sufficient to acquire a comparable dwelling without incurring a mortgage. Rent differential is the difference between a household's current rent and the rent they would pay for a comparable replacement rental unit. The rent differential will be paid for a period of 42 months.

If a person violates the standard procedures required by the *Uniform Act*, such as entering into a lease agreement without the inspection and approval of the Building Official, they can lose their right to the relocation benefits, especially if the Building Official determines the replacement housing is substandard. The URA process will be reviewed with the household both in group format at neighborhood meetings as well as individually when the Acquisition and Relocation Specialist meets one-on-one with the household to obtain household information.

In such cases, the Acquisition and Relocation Specialist must inform the claimant why the claim is being denied, indicate any assistance available for bringing the current unit up to code, and the on-going opportunity to qualify for assistance by moving to a standard unit, providing the move is completed within twelve (12) months of the date of removal from the acquired dwelling or receipt of final payment (if owner-occupant), whichever is later; and that the claim is submitted within eighteen (18) months of the completion of the move.

In any instance in which payments are not made, the Town must be able to fully document its efforts to provide payments, the reasons payments were not made, and signed waivers of payment if possible.

## **Moving Expenses Payment Schedule**

All relocation payments will be calculated using the equations provided in the *Uniform Act*. Both owners and renters will be compensated for reasonable moving expenses based upon actual documented cost incurred or in using the US DOT/FWA's URA Fixed Residential Moving Cost Schedule, as updated from time to time, for the Commonwealth of Virginia based on the number of rooms of furniture in the acquired unit.

Payments for actual documented costs will be made to the relocate within thirty (30) days following the submission of sufficient documentation to support the claim. Advance payments will be made where they would avoid or reduce a hardship. The relocate must certify that he or she understands that documentation must be provided showing that the advance payment was used for the purpose intended. The Town will have the recipient sign a certification, acknowledging receipt of relocation payments.

Along with the drawdown request for the relocation costs, the Town must submit copies of the associated Individual Household Calculations for Relocation Assistance.

## **Housing Quality Standards**

Using the DHCD HQS inspection form, all relocation resources must be inspected and certified by the Isle of Wight County Director of Inspections that they meet minimum DHCD housing quality standards (HQS), free of architectural barriers, if serving a disabled person, and are functionally equivalent to the dwelling being vacated.

## **General Relocation Preferences**

A question posed to the residents in the door-to-door survey that was conducted to ask the residents to identify where they would prefer to relocate and what type of replacement home they would prefer. This issue was discussed during subsequent neighborhood meetings and as additional opportunities presented themselves. The majority of residents were interested in staying in or close to Smithfield as they have connections to work, school, personal services, and shopping.

## **General Relocation Plan and Relocation Resources**

Options for relocation resources will continue to be explored in the coming months. Increased contact will continue with local builders of affordable homes and local realtors to target available building sites as well as existing standard properties for sale that are comparable and can be considered as relocation resources.

After receiving in-depth, one-on-one counseling by the Acquisition and Relocation Specialist, each household will be assisted and referred to the most suitable

housing resources. The Acquisition and Relocation Specialist will meet with each household to be relocated, determine family composition, existing household financial situation, and further review the specific relocation needs and preferences of each household. According to DHCD requirements, three relocation resources must be listed if they are available. The Acquisition and Relocation Specialist will explain the steps and procedures per the *Uniform Act* to each household, provide all required notices by certified mail, review moving expenses, provide needed counseling services and referrals, and work with those households interested in homeownership.

Barbara Wiggins, Executive Director of Providential Credit Care Management, Inc. will have the lead responsibility in working with those families to determine their eligibility for homeownership and in assisting them as needed to become potential homebuyers. The first-time homeowner may use their URA benefits as a downpayment on a home. Ms. Wiggins will be looking at public and private mortgage lenders, VHDA, and others to assist in originating loans of a more difficult nature.

Five (5) of the rental properties in Phase III and IV are currently renting under the Section 8 Housing Voucher program as administered by Isle of Wight County. The vouchers will transfer with the relocated tenant when a relocation unit is identified with a Section 8 landlord. Additional tenants may be identified to receive Section 8 rental assistance during the household interview for relocation. The Section 8 administrators maintain lists of landlords throughout the County as do local real estate offices. These two resources will be invaluable in identifying rental units.

A satisfactory credit and employment history will be important factors in assisting Pinewood Heights' households into starter homes, for-sale units, and standard rental properties. New housing options are likely to require some form of approved lender financing based on individual creditworthiness. The URA assistance, however, would provide a substantial downpayment, reducing risk to prospective lenders and helping the borrower more readily qualify for a mortgage.

## **Replacement Units**

As LMI dwelling units are being demolished, there will a one-for-one replacement for them within the Town's jurisdiction to the extent feasible. The replacement units will be comparable in size and number to those demolished so that at least the same number of individuals can be housed in the replacement units. If a LMI household is relocated into a smaller dwelling unit it is because it is consistent with the housing needs of the household.

## **Detailed Household Relocation Plans**

A detailed relocation plan for each household will be submitted along with the draw request for relocation funds. At a minimum, the plan will identify the client name(s), tenure/relocation benefits, relocation eligibility, client preferences & needs, and planned replacement unit.

## **Timeline**

The timeline for the commencement and completion of the project will be found in the *Project Management Plan—Pinewood Heights Phase III, as amended from time to time*.

## **Complaint and Appeals Process**

The required complaint and appeals process will be found, and will be available for review, at the Town Manager / Town Clerk's Office and may be reviewed during normal business hours which are Monday through Friday from 9:00am to 5:00pm.

The Town shall promptly review complaints and appeals. Written complaints and appeals shall be considered regardless of form. If the person needs assistance in filing one, the Town shall provide appropriate assistance.

### ***Actions That May Be Appealed***

Persons being displaced may file an appeal if they believe the Town has:

- Made a mistake in determining eligibility for payment;
- Made an error in figuring the amount of payment;
- Been unfair in refusing to waive the time limit for filing a claim or the purchase and occupancy requirements;
- Not provided a reasonable choice of comparable replacement housing;
- Not properly inspected the replacement housing; or
- Failed to comply with the provisions concerning the notice of right to continue in occupancy.

### ***Levels of Appeal***

There are three levels of appeal. First, an appeal is filed with the Town Manager or the local governing body of the Grantee. This appeal must be written. The second level of appeal is to DHCD. The third level is to the courts.

***Time Limit***

The time limit for a person to file an appeal is sixty (60) days after the person receives the written notification of the Town's determination.

***Right to Legal Counsel***

The person filing the Appeal has a right to legal counsel or other representation, but solely at the person's own expense.

***Grantee Review and Determination***

The Town official conducting the review of the appeal shall be either the Town Manager or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Town shall notify the person of its written determination including an explanation on which the decision was made. The Town shall advise the person of his or her right appeal to DHCD.

***Recordkeeping***

Acquisition documentation will be kept in separate files maintained by the Acquisition and Relocation Specialist. Once a file is completed, it will be transferred to the Town Manager / Town Clerk Office in Smithfield for record keeping.

Regarding the sensitive and confidential nature of Section 8 tenants and their files, the Isle of Wight County Section 8 Coordinator will provide, as documentation, an executed letter on County letterhead which states the current address, tenant name, and Section 8 contribution. The Coordinator will also provide the front sheet of the inspection form which states that the relocation unit of each Section 8 tenant is a decent, safe, and sanitary dwelling

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

\_\_\_\_\_  
Date

**PINEWOOD HEIGHTS PHASE III  
REDEVELOPMENT PROJECT  
PROPERTY DISPOSITION PLAN**

January 5, 2016

**Project Overview**

The Town of Smithfield has been awarded one Community Development Block Grant (CDBG) Planning Grant and two Community Investment Grants (CIGs) the comprised a total of four multi-years phases since 2010 (please see attached Project Area Map). The Town has successfully completed all of Phase I and the first multi-year (MY1) of Phase II. The Town is working to complete all the acquisitions in MY2 over the next year. This will complete the acquisition, relocation, and demolition of all residential homes south of Jamestown Avenue. The Town has held several additional neighborhood and public meeting with residents encouraging the Town to complete the relocation of the entire Pinewood Heights community. Please refer to the attached map for the project location.

The purpose of the project is to improve the living conditions for all those living in the Pinewood Heights neighborhood through the provision of property acquisition and residential relocation activities as well as property clearance. The proposed Phase III project calls for the acquisition and demolition of eighteen (18) housing units including nine (9) duplexes, and the acquisition of four (4) vacant lots. It also requires the voluntary permanent relocation of said eighteen (18) households. Surveyed communication with every Phase III owner has determined that all sixteen (16) housing units are occupied including four (4) home owners and twelve (12) tenant households, and two (2) vacant homes. Phase IV will call for the acquisition and demolition of sixteen (16) housing units including eight (8) duplexes.

When the Community Improvement Grant (CIG) application for Phase I was first submitted, the area qualified as a redevelopment area under Title 36 of the Code of Virginia. The determination was based on substandard housing conditions, infrastructure deficiencies, and serious environmental problems including noise, odors and dust associated with the neighborhood being surrounded by industrial uses including a meat packing plant and a heavy trucking operation. Since application submission, redevelopment laws in Virginia has changed and the project has become completely voluntary. Eminent domain proceedings could not be constitutionally be implemented and all acquisitions by the Town will be accomplished via willing sellers.

As this is a voluntary acquisition and relocation program, there is no need for the Town of Smithfield to seek outside assistance in the implementation of its property acquisition program if the Town fails to reach an agreement with the current property owners. Smithfield entered into an agreement with Community Planning Partners, Inc. to provide services related to property acquisition and residential relocation. Acquisition and relocation activities began in the summer of 2007 with Phase I and are on-going with

work now in Phase II. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

Disposition activities will be completed in accordance with the **Redevelopment Plan for the Pinewood Heights Redevelopment Area, the Program Income Plan, and the Grant Management Manual.**

## **Return on Investment**

### LAND DISPOSITION — INDUSTRIAL USE PROPERTY

A total of 5.09 acres (221,575 SF) of land is proposed for disposition.

This includes properties owned by individual property owners that the Town will purchase as part of Phase III and IV of the Pinewood Heights Redevelopment Project. Based on discussions in October 2014 with the Isle of Wight County Commission of the Revenue, industrial property in this type of location could be expected to sell for \$2.75/SF at a minimum. Nearby industrial land is assessed at \$3.50/SF and up.

Disposition proceeds estimate = \$609,331.00

### PROPERTY DEVELOPMENT

Development and use of such property by Smithfield Foods, Premier Pet Health, or a support trucking, packaging, or similar type of service industry would yield additional revenue through:

- Real Estate Taxes
- Machinery and Tools/Business Personal Property
- Business License Fees — BPOL

A new business the size of Premier Pet Health (located on 4.8 acres on adjoining Berry Hill Road) has a land value @ \$4.50/SF. Developed industrial land could have property values (land and building) of \$4,500,000 which would yield \$7,200 annually in Real Estate taxes to the Town. Isle of Wight County would see an estimated \$382,500 in Real Estate taxes.

The existing company operates with an estimated 35 employees and over \$2,000,000 in Business Personal Property. Estimates of Business Personal Property based on would yield \$80,000 annually for a new business of that size and type. Also, additional revenues would be generated through Business License fees and disposable income from employees.

Given the Town's financial obligation of approximately \$1,750,000 (estimated) and the disposition estimated proceed \$609,331 coupled with annual revenues of

\$50,000 to \$80,000 through Real Estate and other taxes will substantially reduce the Town's cost.

### MASTER PLAN FOR PINWOOD HEIGHTS

The Town undertook in the summer and fall of 2014 as master plan for the redevelopment of Pinewood Heights. The plan reviewed the existing conditions for the land, infrastructure, floor to area ratio for new buildings, and storm water management.

The plan determined that approximately 609,000 square feet of feet of the 13.98 acre neighborhood could be developed. The town estimates that the area could support over 300,000 square feet of new warehouse, light industrial, and office space. The development will occur over 3 phases and the Town is working with County and the other government agencies to develop and market the site once all the home owners have been relocated.

The plan has established that water and sewer upgrades that will be needed to develop the area. The Town is currently working incorporate those recommendations into its Capital Budget Plan. The current water supply and wastewater system would both have to be replaced. The existing right-of-way along Pinewood Avenue and Pagan Avenue would be used to serve the new businesses. The plan also identified three areas of development that will each have their own BMP (Best Management Practices) system for storm water. The systems will be a mix of traditional and non-traditional systems like vegetated swales or rain gardens.

The Town anticipates starting work on the improvements to Phase I and II properties as mentioned above as relocation of the residents in Phase III. The Town will also begin working on plans for the sale and marketing of the new industrial parcels. For more details on the Master Plan, see the Appendix A to this plan

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Peter M. Stephenson, Town Manager

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Date

APPENDIX A – MASTER PLAN FOR PINWOOD HEIGHTS

## Pinewood Heights Master Plan

### Overview

The Pinewood Heights master plan was prepared to blueprint the future land uses of the existing Pinewood Heights subdivision. In an effort to revitalize this area, the Town of Smithfield has identified the Pinewood Heights area for potential rezoning to invigorate the area with light industrial and commercial land uses.

### Existing Site Conditions

Pinewood Heights can be described as relatively flat and open area, mainly due to prior development of the site. The existing site conditions are displayed on Figure 1 in Appendix A. In general, the site drains away from a north to south ridge line in the center of the site, with the western side draining to a tributary of the Pagan River, and the eastern side also draining to a tributary of the Pagan River. The average elevation is approximately 32 feet.

### Net Developable Area

The net developable area was calculated based on the future parcel areas (See Figure 1, Appendix A) and the net developable area standards set forth in the Town of Smithfield Zoning Ordinance Article 3.K:2 (Appendix C). The areas for the criteria based on Table-1 below were established and the net developable area was calculated.

Table 1- Net Developable Area

Physical Land Unit	Percent Credited Toward Net Acreage	Area (Acres)	Net Developable Area (Acres)
Slopes less than 10%:	100%	13.98	13.98
Slopes from 10% but less than 20%:	75%	0	0.00
Slopes from 20% but less than 30%:	50%	0	0.00
Slopes 30% or more:	10%	0	0.00
Soils with high shrink/swell characteristics, as defined:	75%	0	0.00
Wetlands, existing water features and streams:	0%	0	0.00
Stormwater management basins and structures:	0%	0	0.00
Above-ground 69 KV or greater transmission lines:	0%	0	0.00
Public right-of-way	0%	0	0.00
Private streets, travelways and combined travelways and parking bays	0%	0	0
	Total	13.98	13.98
			609,000 Sq. Ft.

Based on the criteria set in the Town Ordinance, approximately 13.98 acres or 609,000 square feet can be developed.

### Floor to Area Ratio

The maximum Floor to Area Ratio (FAR) for a Commercial & Industrial District is 0.50 based on the bulk regulations provided in Article 3.K:2. Based on the total net developable area, calculated in Table 1, the total floor space for commercial and industrial use is 304,500 square feet.

## Future Land Use

Based on the proposed zoning of Pinewood Heights, some assumptions have been made for the potential land uses. These future land uses will be utilized to calculate water and sewer projections for the site. A combination of warehouse, light industrial, and office space have been assumed. The breakdown of the areas is shown below:

Table 2 - Future Land Uses

Breakdown of Proposed Land Uses		
Use	Percent Area	Total Area (Sq. Ft.)
Warehouse	20%	60,900
Light Industrial	40%	121,800
Office	40%	121,800
Total	100%	304,500

## Water and Sewer Projections

Water and sewer rates were projected utilizing the future land use projects shown in Table 2. Sewer generation rates were based on the Hampton Roads Planning District Commission Sewer Generation Rate Table. The sewer demand projection, based on the land use area calculated above is equal to a total daily flow of approximately **27,400 gallons per day** (See Appendix A for detailed flow projection calculations). It is assumed that the daily average water demand on the system will be equal to the sewer flow generation rate. It should be noted that these projections could vary based on the actual end-users of the proposed development. In general, the projections cover uses permitted under section B of Article 3.K:2, but consideration for increased flow rates should be taken if a Special Use Permit development is allowed, particularly establishments that include production, processing, assembly, manufacturing, and cleaning.

## Stormwater Management

Stormwater management has been evaluated for the Pinewood development. The stormwater master plan is based on the new Virginia DEQ regulations enacted in July of 2014. Based on the new regulations, it can be assumed that 20% of the developed area shall be set aside for stormwater Best Management Practices (BMP). Based on this assumption, each phase of development should account 1 acre of land in each phase of development to meet the new requirements. This 1 acre of land is split in half for quantity (e.g. traditional stormwater ponds) and quality (e.g. bioretention, vegetated swales, and rain gardens) in each phase.

## Phasing of Development

The layout of the Pinewood Heights development presented a unique opportunity to incorporate phasing into the master plan. Portions of the existing sanitary and water were able to be included into the future development of Pinewood Heights. The existing 8" water main which is currently in the Right-of-Way of Pagan Avenue and Pinewood Drive will be able to be reused, along with one sanitary manhole at the downstream section of the sanitary system. The existing sanitary and water service lines that exist within the proposed phasing development areas will need to be demolished and have been identified in each phasing plan.

Phase 1 begins at the southern portion of the site and incorporates approximately 4.80 acres of land for development, primarily between Pagan Avenue and Carver Ave. This phase will cost the least upfront because a majority of the existing utilities can be reused in this phase. A BMP will need to be constructed in order to meet DEQ regulations. The proposed BMP location is on the southeastern side of the site.

Phase 2 exists in the middle of the site and can be generally described as 4.27 acres of development within Carver Ave and Jamestown Ave. New water and sewer will need to be extended along both Carver and Jamestown Avenue to service the proposed parcels to the west of the site. The phase 2 BMP has been identified to the west of the site, utilizing the existing topography of the site.

Phase 3 is located at the northern side of the site and includes 4.46 acres of development. Water and sewer will need to be constructed to reach the proposed development to the most northern portion of the site. The phase 3 BMP has been proposed to be constructed at the northwestern corner of the site.

Article 3.K:2  
**C-I District**  
**(Commercial / Industrial District)**

**A. Purpose and Intent:**

The C-I, Commercial / Industrial District is established to provide locations within the Town of Smithfield for businesses and industries related to research technology, development and training,\*corporate employment offices, service and supply businesses and light manufacturing and warehousing operating under high environmental performance standards. The district is further established to encourage innovative design of office and employment related development.

From a design standpoint, this district is intended promote the development of light intensity land uses in planned business park settings, with an emphasis on medium density, landscaped and screened development which would be compatible with all types of adjoining urban land uses, including residential, and afford maximum protection to surrounding properties. No use should be permitted which might be harmful to the adjoining land uses and the residential ambience of the adjacent neighborhoods. Outdoor storage and outdoor industrial uses are to be discouraged but may be permitted (by special permit and environmental performance review) under unique circumstances.

**B. Permitted Uses:**

1. Establishments for scientific research (except biological and chemical), development and training.
2. Corporate offices and other offices which support permitted and special permit uses.
3. Light manufacturing, fabrication, testing or repair establishments which are incidental to the primary use of research, development and training or corporate offices (with no outdoor storage, loading, or displays).
4. Light warehousing establishments (without outdoor storage).
5. Light wholesale trade establishments (without outdoor storage).
6. Delivery service establishments.
7. Veterinary hospitals (with no outdoor kennel facilities).
8. Public utilities and facilities (to be constructed by developer for public acceptance).
9. Contractor's offices and shops (without outdoor storage).
10. Mini-storage warehouses (without outdoor storage).

**PINEWOOD HEIGHTS PHASE III  
REDEVELOPMENT PROJECT  
REDEVELOPMENT PLAN**

January 5, 2016

**Project Overview**

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work now in Phase II. Not a single Pinewood Heights resident will be displaced from their home until they have been provided a decent, safe and sanitary relocation resource.

This document serves as an Appendix to the Pinewood Heights Phase I Redevelopment Plan which was adopted in May of 2007. Sections such as, but not limited to, "Statement of Goals and Objectives," "Summary of Proposed Activity," and "General Land Use Plan," are still applicable and will continue to be followed as part of Phase II of the Pinewood Heights Redevelopment Project, as needed.

## **Project Area Information**

*(1) A description of the proposed assisted activity as detailed in the CIG application.*

The Town of Smithfield will implement Phase III & IV of the Pinewood Heights Redevelopment Project. This Comprehensive Community Development project will include the acquisition of thirty-six (34) housing units, including seventeen (17) duplex structures. Thirty-four (32) units (94%) are occupied. The Town will also acquire four (4) vacant lots. Relocation workload will include six (6) homeowners and twenty (28) tenant households, four (4) of which are Section 8 voucher-holders. Acquisition and relocation will comply with Uniform Relocation Act (URA) requirements. Thirty-four (34) housing units will be subsequently demolished. Property will be marketed for industrial uses pursuant to existing zoning. The Town has adopted a Pinewood Heights Master plan and began studying the use of the property after the relocation. The area will have infrastructure improvements and development that will re-establish the property into an light industrial/office area that will be marketed to attract new industries to the Town. For more details see the Town's Pinewood Heights Master Plan. In total both project areas will benefit 91 persons, 86 (95%) of whom are low- and moderate-income. For Phase III forty-six (46) persons, sixteen (16) households will benefit; all the residents in Phase III are low- and moderate-income.

*(2) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity.*

Thirty-six (36) housing units are scheduled to be demolished, including seventeen (17) duplexes. The Phase III project area includes the both sides of Jamestown Avenue and all the homes on Pinewood Drive between Jamestown Avenue and Berry Hill Road in the Pinewood Heights subdivision (please see attached project area map). The project will be split into two phase with Jamestown Avenue being Phase III and Pinewood Drive being Phase IV. The number of dwelling units, by size, include:

### **PHASE III**

21 Jamestown (4 bedrooms)	22 Jamestown (4 bedrooms)	23 Jamestown (4 bedrooms)
24 Jamestown (4 bedrooms)	25 Jamestown (4 bedrooms)	26 Jamestown (4 bedrooms)
27A Jamestown (4 bedrooms)	27B Jamestown (4 bedrooms)	28A Jamestown (4 bedrooms)

28B Jamestown (4 bedrooms)	29 Jamestown (4 bedrooms)	30 Jamestown (4 bedrooms)
31 Jamestown (4 bedrooms)	32 Jamestown (4 bedrooms)	33 Jamestown (4 bedrooms)
34 Jamestown (4 bedrooms)	35 Jamestown (4 bedrooms)	36 Jamestown (4 bedrooms)
37 Jamestown (4 bedrooms)		

**PHASE IV**

1 Pinewood (4 bedrooms)	2 Pinewood (3 bedrooms)	3 Pinewood (3 bedrooms)
4 Pinewood (4 bedrooms)	5 Pinewood (4 bedrooms)	6 Pinewood (4 bedrooms)
7 Pinewood (4 bedrooms)	8 Pinewood (3 bedrooms)	9 Pinewood (3 bedrooms)
10 Pinewood (3 bedrooms)	11 Pinewood (3 bedrooms)	12 Pinewood (3 bedrooms)
13 Pinewood (3 bedrooms)	14 Pinewood (4 bedrooms)	15 Pinewood (4 bedrooms)
16 Pinewood (3 bedrooms)		

Property will subsequently be marketed for industrial uses pursuant to existing zoning.

**(3) *A time schedule for the commencement and completion of the demolition or conversion.***

From the moment the Town signs the Phase III, Multi-Year 1 contract with the Virginia Department of Housing and Community Development, it will have thirty-six (36) months in which to complete all Multi-Year 1 and Multi-Year 2 acquisition, relocation, and demolition activities. Assuming an August 1, 2014, contract execution date, all activities will be completed by August 1, 2017. A detailed Multi-Year 1 timeline can be found in the Project Management Plan. The Town will expect to start work on Phase IV in August 2016 and all activities will be completed by August 1, 2019.

**(4) *The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.***

First and foremost, all residents of Phase III & IV will be provided with a decent, safe, and sanitary dwelling that is comparable to the existing Pinewood Heights household. That being said, all efforts will be made to ensure that the relocation resource is as close to the existing household size as the real estate market in Smithfield allows. At this time, it is impossible to pinpoint the exact location of all thirty-four (34) relocation resources, especially when considering that some resident won't be relocated until one or two years from now.

However, the Acquisition and Relocation Specialist has already been in contact with local real estate agents, local developers, Isle of Wight County Section 8 Coordinators, and local non-profit organizations to locate relocation resources for the thirty-four (34) households in Phase III & IV. From those contacts and based upon the successful relocation of all owner-occupied, market-rate and Section 8 households in Phase I and II, it should not be a problem located resources for these households during the project's three-year timeframe.

**(4) *The source of funding and a time schedule for the provision of replacement dwelling units.***

The sources of Phase III & IV (total for both grants over six years) funding are as follows:

<u>Source</u>	<u>Amount</u>	<u>Percentage</u>	<u>Funding Source</u>
VCDBG	\$ 2,000,000.00	40.7%	CDBG
State	\$ 63,000.00	1.3%	Section 8
Federal (Grant)	\$ 100,000.00	2.0%	HOME
Federal (Loan)	\$ 0.00	0%	
Local	\$ 2,750,560.00	56.0%	Town
Private	\$ 0.00	0%	
<b>TOTAL</b>	<b>\$ 4,913,560.00</b>	<b>100%</b>	

From the moment the Town signs the Multi-Year 1 contract with the Virginia Department of Housing and Community Development, it will have thirty-six (36) months in which to complete all Multi-Year 1 and Multi-Year 2 acquisition, relocation, and demolition activities. Assuming an August 1, 2014, contract execution date, all activities will be completed by August 1, 2017. The Town will excepts to start work on Phase IV in August 2016 and all activities will be completed by August 1, 2019.

**(6) *The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.***

Thirty-two (32) of the thirty-four (34) Phase III & IV households are classified as LMI. Most of the Phase III & IV households are on either fixed or very limited incomes. The overwhelming majority of the households are rental. Subsequently, these households will most likely remain LMI for the next ten years because of these fixed or limited incomes. Most importantly, the Town will ensure that no Phase III & IV resident, whether renter or owner, will be discriminated against or be denied the opportunity to rent or own in Smithfield because of the level of income of that particular household.

**(7) *Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate-income households in Smithfield.***

As previously stated, all efforts will be made to ensure that the relocation resource is as close to the existing household size as the real estate market in Smithfield allows. However,

smaller units will be made available to those households which merit the possibility of downgrading. For example, if an owner-occupied household of one (1) is living in a unit that consists of four (4) bedrooms, relocation resources with only two (2) or three (3) bedrooms will be made available.

### **Property Acquisition / Relocation / Demolition Process**

More detailed information about the acquisition, relocation, and demolition processes can be found in the appropriate Phase III & IV plan.

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Peter M. Stephenson, Town Manager

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Date

**CONTRACT FOR MANAGEMENT ASSISTANCE SERVICES  
PINWOOD HEIGHTS PHASE III REDEVELOPMENT PROJECT**

**BY AND BETWEEN  
TOWN OF SMITHFIELD, VIRGINIA**

**AND**

**COMMUNITY PLANNING PARTNERS, INC., PLANNING CONSULTANTS  
RICHMOND, VIRGINIA**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Smithfield hereinafter referred to as the "Town" and Community Planning Partners, Inc., Planning Consultants, a corporation of Richmond, Virginia, hereinafter referred to as the "Consultant."

WHEREAS, FY 2015 Community Development Block Grant (CDBG) funds have been awarded under the Small Cities Program to the Town of Smithfield from the Virginia Department of Housing and Community Development (VDHCD) under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Town of Smithfield will enter into a Contract Agreement with the Virginia Department of Housing and Community Development for funding to implement residential acquisition, relocation, and demolition, within a twenty-four (24) month period, all remaining project activities for the Pinewood Heights Phase III Comprehensive Community Development (CCD) project; and

WHEREAS, the Town has procured the services of the Consultant to provide certain management assistance services in connection with the Pinewood Heights Phase III CCD project .

NOW THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant will perform the services provided in this contract for the Pinewood Heights Phase III Redevelopment Project and will perform the work under the authorization and direction of the Town Manager or his designee. The Consultant will have primary responsibility for identified work tasks and serve in a support capacity to the Town on others, as deemed appropriate and necessary by the Town. The scope of work generally includes project management assistance services for implementation of the project and is structured to allow for project completion within the twenty-four (24) month contract term allowed by VDHCD,

**A. Project Management Assistance**

1. Develop a Project Management Plan that will identify the work tasks and assign responsibilities for each task with related target dates for completion.
2. Develop an Acquisition Plan and Relocation Plan for both owners and renters in the neighborhood.
3. Develop a Program Income Plan to determine use of both active and inactive program income with VDHCD approval and monitor expenditures of non-grant funds leading to the recapture of Town monies to complete the project.
4. Develop a Property Disposition Plan to coordinate the sale of acquired property.
5. Assist the Town in the preparation of such reports and records for the Town's official signature leading to fulfillment of performance requirements (monthly, quarterly, semi-annual, and annual) and response to VDHCD monitoring visits including, but not limited to the following:
  - a. Community development program and annual budgets, including required amendments and revisions in accordance with VDHCD guidelines.

- b. Maintain a current Project Management Plan with implementation schedule and provide monthly information in response to VDHCD representative inquiries.
  - c. Assist with modifications or changes to the Pinewood Heights Phase III Redevelopment Project (program amendments).
- 6. Devise appropriate record-keeping forms to monitor and document program beneficiaries and progress for each activity with emphasis on low- and moderate-income (LMI) households served by respective activities.
- 7. Attend and participate, at the Town's discretion, in meetings related to the CDBG program, including:
  - a. Project Management Team meetings that involve public officials, private stakeholders, and designated neighborhood representatives.
  - b. Special meetings with staff and officials of the Town, Federal, and State agencies, appraisers, consultants, and others as necessary to assist in the implementation of the Pinewood Heights Phase III Redevelopment Project.
  - c. Public and/or neighborhood meetings, as necessary, to adequately inform residents of project activities during the implementation of the project.
  - d. VDHCD workshops, seminars, and public hearings, at the Town's request, related specifically to the project and/or to general project management and administration of the CDBG Program.
- 8. Assist the Town in complying with Federal, State, and local regulations governing the project, such as citizen participation, Section 3 requirements (Local Business and Employment Plan), Equal Opportunity, Fair Housing, procurement, and other related regulations and overall coordination of the Pinewood Heights Phase III Redevelopment Project by serving as a liaison between the Town and VDHCD.
- 9. Assist in financial management and monitoring of accounting records in accordance with VDHCD requirements and local accounting practices including the proper and proportional expenditure of non-CBG funds related to the project and in the timely submission of drawdown requests to secure CDBG funds.
- 10. Participate in project reviews by VDHCD staff and prompt preparation of required responses to Compliance Review letters.
- 11. Monitor all requirements of the Grant Agreement for the Pinewood Heights Phase III Redevelopment Project, including special conditions, to ensure activities are completed in conformance with the CDBG Management Manual.
- 12. Assist the Town in final performance review and closeout of activities, including completion of the Final Financial Report, Program Income Report, Leverage Report, Final Construction Report, and Final Evaluation Report in accordance with CDBG closeout requirements and participation in closeout monitoring visits conducted on-site by VDHCD.

**B. Acquisition, Relocation, and Demolition Activities**

The Consultant will provide technical assistance to the Town in the implementation of all acquisition, relocation, and demolition activities in the Pinewood Heights Phase III Redevelopment Project Area. Assistance by the Consultant would consist of the following work items to implement these activities:

- 1. Acquisition Activities. The Town is responsible for the acquisition of all real property within the Phase III Area needed to carry out project activities, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Consultant will:

- a. Identify the properties to be acquired and provide the parcel tax map references to the Town Attorney in order that he can complete title searches to properly identify all parcel owners.
  - b. Issue *Preliminary Acquisition Notices* to each property owner in the Phase III Project Area and invite the owners to participate in their respective appraisals, the "When a Public Agency Acquires Your Property" brochure will be included with all letters mailed via certified mail with return receipt or documented hand delivery.
  - c. Assist the Town to schedule and direct appraiser to establish just compensation. Secure a review appraisal by a qualified staff appraiser or an independent review appraiser or VDHCD depending on the value established by the original appraisal. Direct appraiser in preparing materials to formally invite property owners via certified or registered mail, return receipt requested to accompany the appraiser.
  - d. Prepare a written *Statement of the Basis for the Determination of Just Compensation* and a *Written Offer to Purchase* for dissemination by the Town to send to property owner by certified or registered mail and return receipt or documented hand delivery.
  - e. Assist the authorized Town representative in negotiating the sale.
  - f. Assist the Town Attorney in his preparation of contract of sale and *Statement of Settlement Costs*, as required.
2. Relocation Activities. Residential relocation activities, if needed, would be carried out in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Housing and Community Development Act of 1974, as amended, and the Town's Residential Relocation Assistance Plan. The Consultant would serve in such support capacity as needed by the Town, including:
- a. Complete an individual interview with each household targeted for relocation to determine current household composition, relocation needs, current housing expenses, etc.
  - b. Establish a relocation file for reach displaced household and assist in the timely dissemination of relocation notices including *Notice of Relocation Eligibility*, *Relocation Assistance to Displaced Homeowners*, *Relocation Assistance to Displaced Tenants*, and *90-Day / 30-Day Notices to Vacate*.
  - c. Assist the Town in identifying one (1) to three (3) comparable replacement units and coordinate with the County's Building Official to determine that such units are safe, sanitary, and decent prior to referrals and that they are functionally equivalent to the acquired unit.
  - d. Determine amount of relocation benefit each displaced household is eligible for based on their income status, housing cost of displaced unit, and cost of replacement unit.
  - e. Coordinate moves and payment of permanent relocation expenses by the Town in accordance with the *Residential Moving Expense and Dislocation Allowance Payment Schedule* or documented actual moving cost.
3. Demolition Activities
- a. Assist the Town with development of bid and contract documents necessary to carry out demolition activities specified in the grant agreement.
  - b. Assist the Town with the procurement of a demolition contractor.
  - c. Coordinate and monitor completion of all demolition activities with the Town.

### III. MATERIAL TO BE FURNISHED BY THE TOWN

The Town will cooperate with the Consultant and make available to the Consultant all existing reports, records, maps, or other data related to the planning and implementation of the Pinewood Heights Phase III Redevelopment Project.

### III. TIME OF PERFORMANCE

The services of the Consultant are to commence upon execution of this contract agreement by the Town and notification to proceed. Such services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this contract. In any event, all required services under this contract agreement shall be completed by the end of the twenty-four (24) month contract schedule or upon a thirty (30) day written notice from the Town to terminate this agreement.

### IV. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant in accordance with the method of payments outlined below for services rendered. Payments should be made monthly subject to receipt of a requisition for payment from the Consultant.

Requisition for payment shall be adequately supported by statements or reports, indicating the nature of the work that has been completed for the project. Work completed shall at times be subject to inspection by the Town and all requisitions and supporting documents must be acceptable to the Town before making payment.

The total cost for all management and technical assistance services provided for under this contract for the Pinewood Heights Phase III Redevelopment Project shall not exceed **\$131,000**, inclusive of compensation and expenses. The total compensation and reimbursement to be paid hereunder for all of the services required may be exceeded after review of all payments made or anticipated to be made at the time an overrun becomes apparent, and upon mutual written agreement thereof. The Consultant will notify the Town at the time an overrun becomes apparent and receive written approval prior to exceeding the total estimated cost.

A. Compensation for consultant services shall be as follows:

<u>Personnel</u>	<u>Hourly Rate</u>
Principal I	\$120.00
Principal II	\$110.00
Planner I	\$ 95.00
Planner II	\$ 75.00
Planner III	\$ 65.00
Technician I	\$ 60.00
Technician II	\$ 55.00

Plus out-of-pocket expenses required for the performance of this contract including subsistence equal to the actual cost of food and lodging; travel equal to the actual cost of rental car or other public conveyance, or a charge equal to the accepted rate per mile of the Commonwealth of Virginia for the use of a personal or Consultant car; materials, printing, and other reproduction services; long-distance telephone calls; and extraordinary out-of-pocket expenses authorized by the Town Manager. For all expenses related to professional assistance obtained under contract, subcontract, or purchase order in accordance with this contract, reimbursement shall be at actual cost.

Community Planning Partners, Inc. hourly billing rates are subject to change per approval by the Town; but this will not impact the "not to exceed" amount for services in accordance with the provisions of this contract to be completed by the Consultant.

B. The Consultant may provide additional services as requested by the Town Manager for additional fees and said request shall be negotiated at the time of the request for such work. Additional fees and work tasks must be mutually agreeable to both parties.

**V. AMENDMENTS**

This contract may be amended from time to time by the Town and shall be subject to renegotiation if such amendment results in a change in the Scope of Services or compensation and method of payment.

**VI. THIS AGREEMENT** is subject to and incorporates the provisions attached hereto as Terms and Conditions and Attachment to All Non-Construction Contracts — Federal and State Requirements.

IN WITNESS WHEREOF, the Town and the Consultant have executed this agreement as of the date first written above.

BY: \_\_\_\_\_  
Craig A. Wilson, AICP  
CEO/President

BY: \_\_\_\_\_  
Peter M. Stephenson, AICP, ICMA-CM  
Town Manager

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

ATTACHMENT TO NON-CONSTRUCTION CONTRACT  
PART II - TERMS AND CONDITIONS

SUBPART A: GENERAL CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreement, or stipulations of this Contract, the Contracting Agent thereupon has the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports, prepared by the Consultant under this Contract shall, at the option of the Contracting Agent become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Contracting Agent for damages sustained by the Contracting Agent by virtue of any breach of the Contract by the Consultant, and the Contracting Agent may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the jurisdiction from the Consultant is determined.

2. Termination for Convenience of Jurisdiction. The Contracting Agent may terminate this Contract any time by a notice in writing to the Consultant. If the Contract is terminated by the Contracting Agent as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the services covered by the Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof relative to termination shall apply.
3. Changes. The Contracting Agent may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Contracting Agent and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the jurisdiction.
  - b. All the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
  - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
5. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Contracting Agent. The Consultant shall be as fully responsible to the Contracting Agent for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
6. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Contracting Agent: provided, however, that claims for money due or to become due the Consultant from the jurisdiction under this Contract may be assigned by a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Contracting Agent.
7. Interest of Members of the Governing Body. No member of the governing body, and no other officer, employee, or agent of the jurisdiction who exercises any functions or responsibilities in

litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

SUBPART C: CIVIL RIGHTS ACT OF 1964

No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SUBPART D: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

SUBPART E: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968  
(Applicable to all contracts/subcontracts)

1. The Project Area as established in the Local Business and Employment Plan and as required by Section 3 of the Housing and Urban Development Act of 1968 is designated as the boundaries of the County of Isle of Wight, Virginia.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
  - a. The Public Body and the Consultant shall analyze the tasks to be performed under this contract and identify: (1) the opportunities for training and employment of lower income residents of the project area, and (2) contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
  - b. After determining what services can be provided by area residents and/or area businesses:
    - (1) The Consultant will fill all vacant trainee positions to the greatest extent feasible with residents of the project area to the extent such residents are available. And, the Consultant shall fill all employment positions to the greatest extent feasible with residents of the project area to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled.
    - (2) The Consultant will procure to the greatest extent feasible all materials, equipment and services necessary for the implementation of the project from business concerns located in or substantially owned by residents of the project area to the extent that such items are available, and of comparable quality and cost.
  - c. The Consultant shall not circumvent these Section 3 requirements by:

- (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the project; or
- (2) Entering into procurement contracts immediately prior to undertaking work on the project.
4. The Consultant shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice of advising the same of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
5. The Consultant will include this Section in every subcontract for work in connection with this project and will at the direction of the Public Body take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these provisions. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, and will not let any subcontract unless the subcontractor has provided it with a preliminary statement of ability to comply with this Section.
6. Compliance with the provisions of Section 3 and the provisions of this Section shall be a condition of the Federal financial assistance provided to the project, binding upon the Public Body for such assistance. Failure to fulfill these requirements shall subject the Public Body, its Consultants, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.
7. The parties to this contract verify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

#### SUBPART F: RECORDS RETENTION

The Consultant shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

#### SUBPART G: PROVISIONS REQUIRED BY LAW DEEM INSERTED

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

#### SUBPART H: IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Consultant agrees by signing this contract that he/she does not and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

#### SUBPART I: ACCESS TO RECORDS

The Public Body, the Department of Housing and Community Development, the Department of Housing and Urban Development, the Department of Labor, the Inspector General, the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Smithfield Town Council held a Work Session on Monday, December 7<sup>th</sup>, 2015. The meeting was called to order at 6:32 p.m. Town Council Members present were Dr. Milton Cook, Ms. Connie Chapman, Mr. Michael Smith, Ms. Denise N. Tynes, Mr. Randy Pack, and Andrew Gregory, Vice Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Lesley G. King, Town Clerk; Mr. William G. Saunders, IV, Planning and Zoning Administrator; and Mr. William H. Riddick, III, Town Attorney. Mr. William Darden and Ms. Melissa Venable of Hearndon Construction, LLC, and Mr. Bobby Jones of Jones and Jones Attorney were present as representatives of the Cary and Main Rezoning Application. Also in attendance were Mr. Rick Bodson, Mr. Mark Hall, Ms. Judy Winslow, Ms. Gina Ippolito, Ms. Betty Clark, Mr. Mark Gay, Mr. and Mrs. Braunhardt, Terry Mulherin and approximately four (4) additional citizens. The media was represented by Ms. Diana McFarland of The Smithfield Times.

Councilman Cook called the meeting to order and thanked everyone for coming. Dr. Cook stated that this is a work session and not a continuation of the December 1<sup>st</sup> public hearing. The general public is welcome to listen; however you will not be allowed to make any comments tonight. You will have an opportunity to speak at the continued public hearing at the January 5<sup>th</sup> Town Council meeting. The goal of today's meeting is to discuss with the developer some issues that Town Council may have in regards to the rezoning application. The Town Manager stated that Mr. Saunders did e-mail everyone today the latest proffers and links to the committee agenda that would have much of the information that will be discussed tonight. Dr. Cook stated that there have not been a lot of complaints about the overall design of the houses. They are very nice houses. Tonight's discussion is to determine if the houses are applicable in the town's mind for the Cary and Main location. Dr. Cook stated that he has a couple issues with the proposed proffers that were given to Town Council and believes that would be a good place to start. Dr. Cook expressed his concerns over the monetary value of the proffers. As a town we are dependent on the county for a lot of our services and our education facilities. The town has a certain threshold that we need to essentially reach to help the County to cover some of these costs. Currently, in the proffers the applicant has \$2,496.00. Dr. Cook stated that he understands the value of restoring or working on the manor house takes away from the proffers; however the town still has a responsibility to the County for some of their services. Dr. Cook stated that he does not see the town subsidizing the difference to the county. He stated that the \$2,496.00 is a little on the low side and asked the applicant if this is the highest he is willing to go on the cash proffers. Mr. Darden stated that in Smithfield and Isle of Wight proffers are a voluntary contribution put forth by the developer. He explained that Isle of Wight and Smithfield have target numbers. Most all high growth communities have target numbers. There are a lot of jobs that have proffered significantly higher than what they are proposing to proffer; however a lot of these jobs have never been done. By state law the proffer is not paid until the house is built, finished and ready for occupancy. Even though they may bond a proffer it is not paid until someone moves into the house. Mr. Darden stated that he has put forth a number that is realistic and works in our economy. It works with the numbers that his company is using. The Manor house is a huge deal. It is a huge unknown. Mr. Darden stated that in response to Dr. Cook's question, yes he feels Hearndon Construction has put all they can on the table. Mr. Smith asked Mr. Saunders

about a national average used for determining cash proffers. Mr. Saunders stated that it is not a national average. It is the result of a study done by TischlerBise. The letter from Isle of Wight County reflects these numbers. Mr. Saunders stated that cash proffers are also based on where it is in the county. The first two studies done by the county were an average over the whole county. The latest study accounts for school districts based on school capacity. Dr. Cook asked what the cash proffers were for the last development that was approved by the town. Mr. Saunders stated that it was \$11,000 for Mallory Point. Dr. Cook stated that to the applicants point it has yet to be developed. Mr. Pack stated that the county is recommending \$7,022 for schools. Mr. Darden mentioned that the way that everyone has decided to do this is make all new homes pay for schools. Mr. Darden stated that he has a degree in economics and the person that ultimately pays the proffer is not the developer or the homeowner. A house is worth what a house is worth in a normal housing market. The person that ultimately pays the proffer is the person that owns the land that has to be rezoned. Mr. Darden stated that some developers will promise the world to get a project to go through, but that is not Hearndon Construction. He stated that they are being realistic and tries to follow what the market will give him. Mr. Smith stated that he has concerns over the amount the county says is needed for county services are so far from what the developer has currently proffered. Mr. Smith stated that it has been said that the manor house is the stumbling block. If the developer fixed the house up and sold it for say \$700,000 that money would not go to the schools. He sees the cash proffers and the renovations to the manor house as a tangled mess. Mr. Darden stated that if he did the full proffered amount the proffers would be more than what he is paying for the land and he does not feel that is right. Dr. Cook stated that he does not know what is fair and not fair. He was looking at what the town has done in the past and what we are currently being advised by the county to do. Mr. Jones stated that he does not know the exact numbers but the county disregarded their own numbers when they did Benn's Grant. They had a number and they dropped it to below their target number. Vice Mayor Gregory asked Mr. Saunders if he knew what that number was. Mr. Saunders asked for Town Council not to quote him but he thought it was approximately \$6,500. Vice Mayor Gregory asked if the reduction was for all of St. Lukes Village also or just Benns Grant? Ms. Venable stated that she did not think that they have done anything with St. Luke Village at this time. Vice Mayor Gregory asked Mr. Darden in regards to the money that it will take renovate the manor house has he considered what he could possible get back out of it. Mr. Darden stated that he has looked at that. He has had an engineer go in and look at the structure and the house is savable. It has a good solid foundation; however a huge number of the timbers that have not been destroyed by weather have been eaten by termites. The house will need to be gutted severely. The house, although it was a very remarkable house in the 1700's, is an unremarkable house for the 2000's. It has had multiple additions and given the size of the house he will be lucky to get out of the sale of the house a couple thousand bucks. He referenced that the P.D. Gwaltney house that is on the market for \$750,000 ; however the P.D. Gwaltney House is a nice historical home. The Pierceville house will be relatively small to what is out there. Interior wise, the structure has nothing remarkable in the house that will be there when the renovations are done. Mr. Darden stated that if there are any organizations that have an interest in the house he would fix it up and practically give it to them. If they want to fix it up he will definitely give it to them. This house is a huge unknown and he understands that it has to be dealt with. Mr. Darden stated that he knows the town has taken on a big project with Windsor Castle and that is a relatively remarkable structure. The Pierceville house, other than its age, is not a

remarkable structure. Mr. Darden stated that they have discussed doing an archeology study on the premises and that is something that they are willing to put forth. On our initial investigation the grave sites that have been discussed do not appear to be on this farm. It appears to be on the other side of the road. There was a study that was done in the late thirties and forties. Hampton Roads Sanitation District (HRSD) did an archeology when they ran their sewer lines. Mr. Darden stated that it is not their intent to destroy history. Ms. Venable stated that approximately 1.3 acres has been preserved around the house and structures so if there was a preservation group that wanted to come in it has a large piece of property that you can have activities as well. Mr. Darden asked if the proffers before Town Council are for the town's side of the equation. Mr. Saunders stated that some of them relate to the county even though they are shown as coming to the town because emergency services and recreational facilities. Dr. Cook stated that the only thing coming to the town is Police Department services. Mr. Pack did some quick calculations on the cash proffer being offered in the amount of \$2,496.13 by the developer including the cost to renovate the Pierceville house. The Pierceville home is certainly something that the town has been concerned with in this whole project. Mr. Pack gave an example, if the town was to calculate the renovations to the house towards the proffers. The developer spends a million dollars on the house and then resells the house for \$300,000. You divide that by 151 lots you are looking at the Pierceville house being worth roughly \$4,635.76 if the town was to count that as a proffer. This brings the total proffers to \$7,131.89 per lot. Bennis Grant was just texted to him and their proffers were reduced to \$6,666 per lot. He explains that if the town uses the house as a proffer it would be another \$4,635.76 but if the town decides that the house is not worth a proffer because it is not cash that would go to the county for school, fire and rescue services or recreational facilities then we are back to the \$2,500. To get through the proffers the Town Council has to decide what we want or ask for. Essentially, as Hearndon Construction has proposed the proffers at this time the renovation to the Pierceville house is worth \$4,600 per lot to the town. Dr. Cook stated that he feels that the town has an obligation to help the county in providing some of these services from the county. He stated that the house is the elephant in the room that is going to suck all the money from everybody. Dr. Cook stated that he understands it but has a hard time using the house as cash towards proffers. Discussion was held on which schools would be impacted from this project due to existing capacity. Dr. Cook stated that Isle of Wight County's letter in regards to which schools were at capacity was incorrect. According to the School Board Smithfield High School is the only school that is currently at capacity. Dr. Cook stated that the town should not only be concerned about the impact of this project but also the massive building growth going on just outside the town. He stated that Mr. Darden has said that the \$2,500 per lot in cash proffers is his cap. Mr. Darden has also explained why it has been capped in regards to the renovations to the Pierceville house. Dr. Cook stated that he would like to move on to house designs. Visually the houses are really nice homes. He stated that his concerns are in regards to the designs presented in general. All the houses are approximately 2,000 square feet and when he walks around the historic district you have a wide variety of houses from a bungalow style home to an estate house. These houses can also be found located side by side. When he looks at what is being presented he sees all the same kinds of houses and feels that it lacks variety. Dr. Cook explained that this is the last large lot in the historic district that is developable. The town wants what would be best esthetically pleasing there. He would ideally like to walk into one part of the town into another part of the town and not really know that you transitioned much. Dr. Cook stated that he does not know if Hearndon's business

model is set up that way. It may be more economical for the developer to do it this way. Mr. Darden stated that the houses are designed to try and fit in with the surrounding neighborhoods. When he saw this property become available he honestly thought that the design of these houses would be a good fit for this location. They have gone along ways to try and enhance the variability of the product to achieve more variety. He stated that he understands Dr. Cook's concerns but he does not necessarily know how to resolve it. The houses are designed towards what today's buyers are looking for. These types of homes are what are being built generally across the market; however they have added a lot of things that would make them appealing for a suburban in town feeling of a single family home. Mr. Darden stated that he could get another architect to design a couple of homes to perhaps make them a little bit different; however at the end of the day you have a certain lot size and you have a certain square footage and there are only so many ways to put the box together. Mr. Darden stated that they offer a lot of exterior options that they feel like will mix it up to give a varied look. Each one is not going to be a totally unique product. With the different materials and color schemes there will be variety. Mr. Darden stated that he does know that this solves what the town is looking for. Dr. Cook replied that it answers where you as the developer stand but it does not necessarily solve his concerns. Mr. Jones stated that the town should note that while it does not solve your concerns the neighborhood will not be seen from driving down the highway. On Cary Street there would be a berm/tree buffer after it passes the YMCA. From Main Street, as you can see from the streetscape here today, you will only be able to see one house. Mr. Jones stated that he understands the town's concerns that this is the last piece of developable property but from the standpoint of visualization you will not see this development unless you drive into the neighborhood. He does not feel that the variety of the homes will impact the look of the town. Ms. Chapman asked Mr. Darden to share the type of material that will be used on the outside of the homes. Mr. Darden explained that the product that they use is called LP-Smartboard made by Louisiana Pacific. It has a seven inch reveal exposure; whereas most vinyl siding has a four inch exposure. It is a wood base product but it is an engineered wood. The maintenance of it is much more superior than that of natural wood. The first time they started using this product was around 2006. They were looking for something other than vinyl siding and hardie plank and brick was very expensive. They were given a couple of addresses to look at homes that were built using LP-Smartboard. They have been using it ever since. It has been very receptive by the market. It has a very good natural look and a very good warranty. Ms. Venable stated that several of the builders locally have stopped using hardie plank and started using LP-Smartboard because of its reputation. Vice Mayor Gregory stated that the town has had a couple of public hearings at this point and some of the things that have been brought forward are as follows. The vast majority of the homes in the historic district have chimneys and none of these homes have chimneys. Wrap around porches are on many of the homes in the historic district. The vast majority if not all the homes in the historic district are on a crawl space not a raised slab. Vice Mayor Gregory stated that he is not a builder but it seems to him that these are things that even though they add additional cost to the final product people would be willing to pay more for these options. He stated that if he had to choose between a home that looked like this and a home that had a wraparound porch, with a chimney and a fireplace that gives the house a lot more character and he would be willing to pay more money for it. You as the developer would get back out of your investment by having this variety. It is not necessarily a net cost to the developer or the builder, except in design. You might have to have an architect try to implement some of these things into the properties. Most of the quality

neighborhoods that he has been a part of there has been a variety in price depending on styles and options. He stated that he knows that it requires more time and energy to offer these things but it would make the development much more palatable not only for the town but for the community. The best neighborhoods have all types of people in them. This type of development will draw all the same types of people so there will be no variety in people. Mr. Darden stated that the hurdle that we are trying to clear is in the middle. Mr. Darden stated that he has made an offer in good faith based on where he thinks the market is. Ultimately he is a business man and if there are people that want 3,800 square foot houses that he can work within their system he will offer them as he does in other communities. Mr. Darden stated that his base price for a house is \$240,000. On average they are going to sell about 7.5 percent of the sale price in options. Some are going to come in and buy the bare minimum but some are going to go and really load it up with options. These options are for people to choose from and most do within their budget. Mr. Darden stated that when you look at raised slab verses crawl space for the foundation they used to build nothing but crawl space houses. Hearndon did not build its first slab house until the early nineties, which is much later than what a lot of the larger home builders were doing. For the next ten years Hearndon offered slab as the base and crawl as an option. In the price point which is relevant to what we are in today over time the number of people that chose the crawl space option became less and less. Mr. Darden stated that on a 2000 to 2500 square foot house the difference in actual cost would be somewhere in the \$7,500 to \$8,500 price range for a two story. Mr. Darden stated that that back in the eighties and early nineties Hearndon built a lot of brick ranchers. All of these brick ranchers had big brick fireplaces. He stated that they have not built a brick fireplace as a company since approximately 1993. People just do not request fireplaces as an option. He stated that he understands that Smithfield is different and that it has a different look. If there is a way to incorporate a fireplace option in their design they will; however he cannot guarantee that someone is going to opt for it. In most cases they are going to take the sunroom, the third floor, the wood floor throughout, or upgrade the appliances before they would opt for a fireplace. Mr. Darden stated that they have toyed with some ideas of trying to simulate the look of having a brick fireplace without having to build a brick fireplace and he is not sure that is a great idea. You end up with setting brick on top of a roof, which you can do, but brick is porous and it would allow moisture to get in the structure. Mr. Darden stated that for a two story home a full brick fireplace at a minimum would cost you approximately \$12,500 to \$17,000. Mr. Darden stated that he can offer it but he does think that many buyers will opt for a fireplace. Mr. Pack asked about garages. Most all of the designs presented today have front loading garages. This is not typically what we have in the historic district. Mr. Darden stated that they have incorporated two plans that do not have a garage on the front of the structure. He stated that they could attempt to incorporate another plan or two with that in mind. Four of the six base plans do have front loading garages. Mr. Darden stated that it is almost insane to build a house today without an attached garage. He stated that he is building one of these homes that do not have a front garage in North Carolina with a detached garage. It can be built as an attached garage in the back but that would be much more costly than a detached garage. He does plan to offer these detached garages on the two designs that do not have front loading garages. Mr. Darden stated that he is not locked in to just this product if the market demands more. Dr. Cook asked if Hearndon Construction has ever done a custom built community. Mr. Darden replied that they have not. To do true custom homes an individual would go to an architect to figure out what they want from the ground

up and then go out and find a builder that will build exactly what they have designed. It is very little of that being done in today's market. There are a lot of builders that call themselves customer builders but they are custom in the sense that they will sit down with you and modify plans. Most of these builders pullout their own plans as a starting point and this is how they know what the cost is to build the home. Mr. Darden stated that Hearndon Construction builds production homes. They have customized options where they will move walls and open walls. Mr. Hearndon stated that they sell approximately one hundred houses a year. The most they have ever done in a year is two hundred twenty-five. He explained that 75% of their sales per year are contract sales where the buyer comes in and picks the lot and design option then they start to build the house. They do not go out and build twenty houses and wait for those to sell before they build twenty more houses. This is also how we incorporate all these different designs because they are selected by the individual. Ms. Tynes stated that there is a possibility that one of the industries that we have here in town could close or down size. There is also a lot of downsizing going on at the Shipyard just outside the county. Ms. Tynes stated that as a member of Town Council she is concerned about the number of homes for sale in town now and the growth of new development just outside the town limits. She does not feel that there will be enough new home buyers. The people that we have here that want to buy are not in the right income range. Mr. Darden stated that everything you are saying is very valid. There are no guarantees and these other developments just outside of town do concern him. He stated that he does not live in Isle of Wight or Smithfield but does know the area quite well. He lives in Suffolk and has had to go through a portion of Isle of Wight to get to his house since 1983. Mr. Darden stated that he is only going to do what he is comfortable with. Hearndon has a pretty good track record. They have never lost a project, shut down a project, given the project back, sold out and left, or flipped a project. The worst that they have done is invited other builders to come into a project with them and from what he has heard today that may not be such a bad thing for this project. It could give more variety to the overall neighborhood. He explained that you have to have some grasp of the market place and what it will accept. He feels that they can find thirty people a year that would come in and buy these homes at the prices that they plan to put on them. Mr. Darden stated that he has competed against national builders, such as Ryan Homes, for over twenty years. Ms. Venable stated that at this time these designs are their base-line. Additional designs will be introduced during the next phases so she does not want to give Town Council the impression that just these houses that are before you today will be used. As the market changes and product is developed along with demand from the buying community there is going to be changes. Dr. Cook stated that as he has learned with this process that if is not written in the proffers it is not guaranteed. Dr. Cook asked if he was correct in understanding that these houses are built after the purchase of the house. Mr. Darden stated in most cases that is correct. The town could say that we want so many of this house design and so many of this house design but that is not how your business model works. The buyer comes in and sees the different designs and the buyer can say I want this base model but I want that porch and that garage. Mr. Darden replied that was correct. Mr. Darden stated that they have addressed in the proffers that no two dwellings shall be of identical model and elevation on the same side of the street within three building lots of each other within a single block. Façade reversal, color, and material change shall be treated as a different elevation. Dr. Cook clarified that even though the developers Architectural Review Committee (ARC) reviews plans for consistency with the Architectural Standards it shall still be reviewed and approved by the town's Board of Historic and

Architectural Review (BHAR). The ARC regulations shall be in addition to the BHAR and shall not supersede the BHAR. Dr. Cook stated that ARC could be more restrictive but cannot be less restrictive than BHAR. Mr. Darden stated that this comes in once the development has been built out the homeowners association would still be bound by these Architectural Standards. Mr. Darden explained that regardless of the desires of the property owners of Cary and Main, the homeowners association's bylaws, architectural standards, rules and restrictive covenants and restrictions shall not be modified without the consent of the Town Council. Dr. Cook stated that while we are talking about BHAR, what was the purpose of sentence two of paragraph two in the proffers. It reads "Substantial deviation, as determined by the Zoning Administrator of the Town of Smithfield, from the architectural renderings as submitted or amended herein shall require resubmission and approval by the BHAR in accordance with all applicable provisions as established by the Town of Smithfield". He explained that it was his understanding that all the houses are required to go before BHAR. Mr. Jones stated that they are proffering these renderings that this is what the development is going to substantially look like. You have 151 homes that have been laid out on a conceptual plan. There could be some minor deviations from that once the town approves this project for the rezoning. It then goes into the subdivision process which in engineering could require some small tweak to the layout. Any major changes to this plan it would have to go back before the BHAR, Planning Commission and Town Council. These renderings have been taken to BHAR and they have said that based on the town's historic guidelines for new construction and what has been approved in the past these designs are consistent with the historic district. Dr. Cook clarified that each house on each lot must go before the BHAR individually for approval before the house can be built. Mr. Jones stated that was correct. Mr. Saunders explained how he reads paragraph two of the proffers. Where we are today is not so much what BHAR has approved. BHAR has looked at what the developer's renderings are and said if they use the materials that they have proposed then it is not dissimilar from the type of new construction that has past previously in front of the BHAR. What he sees that they are doing is proffering these elevations. They are giving Town Council an expectation of what you will see. If one of the same elevations that previously came before BHAR comes back must likely, depending on how they dress it up, it will be similar and BHAR would most likely approve it. It has to be one of these designs or something with substantial conformity of one of these designs for them to only be looking at the styles and colors. Paragraph two (2) is the only real difference from when the proffers were submitted in July that went to Planning Commission and the ones that were revised in October. Mr. Parrish, a member of the BHAR, stated that his concern is there is not a lot of diversity into these plans. What if somebody comes in and wants a lot more architectural features that would be more appealing than this. Does that mean that they have to come back through Planning Commission and Town Council and do all of these public hearings again. Paragraph two gives you the opportunity to get something better in there but BHAR would have to approve it. Mr. Saunders stated that here is the flipside. Others have been concerned that something could happen like what is happening at St. Luke's Village. They have gone back to the County's Historic Board and had architectural features taken out of there proffers to make the product more efficient to build. Some people's concern is that paragraph two will eventually provide a mechanism where the developer can come back and do less than what he is showing here today. All of these houses should have to go before BHAR. BHAR has not approved this subdivision and BHAR has not approved these houses. BHAR answered a very finite question which was if the developer builds houses like this with this type of

exterior it is in conformity to what has been approved as new construction in the historic district. What is happening here is that these elevations are being proffered. Again, they have not been approved by BHAR. Each one of these homes will be required to go before BHAR. This gives the opportunity that if someone wanted to come in here with their own plans BHAR could review it without it going through the whole Town Council public hearing process. The Town Attorney stated that what the historic board has said is that any of these elevations with the proposed materials submitted for an individual lot would deem appropriate for the historic district. What the developer is proposing to do is put them all together in one subdivision. The guidelines say that you shall not apply the guidelines as strictly for new construction as you would for landmark structures or contributing structures. This is the basis of the town's architectural standards. Mr. Pack stated that roughly a third of the property is outside the historic district and asked the developer if they would volunteer to move the historic district line to include all of the property. Mr. Darden stated that he has no problems with that. Dr. Cook stated that the way the proffers are written the Planning and Zoning Administrator is the one that determines if something has been substantially deviated from the existing plans. That is correct. Vice Mayor Gregory stated that he has a question in regards to 6-F – Duplication. He pointed out three different models that look very similar and asked if they could be built next to each other. Mr. Darden stated that was correct. They have slightly different layout and are a different color so yes they could be next to each other in the subdivision. Vice Mayor Gregory expressed his concern that if he was riding through the neighborhood all three of these houses look a lot alike. He stated that if we are not going to have more models then how we spread them out and how the variety looks is paramount. Ideally, we need to have more models folded in the mix. Mr. Pack asked if any of the designs show a sixteen inch skirting. Mr. Darden stated that they did not. He explained that sixteen inches is two cinder blocks and four bricks at a minimum. Most of the lots will have front drainage so if you do sixteen inch exposed on a rear you will have more exposed on the front. Mr. Darden stated that you take an engineer's finish grade on the elevation from the engineering plans and you set your finish floor based on that. Mr. Pack asked what a typical crawl space would have. Mr. Darden replied that three is about the minimum that you will see in today's world. Mr. Pack stated that was one of his concerns. He asked if the porch is on the same slab as the house. Mr. Darden stated that the porches are poured separately. Mr. Darden stated that a crawl space in older homes does not mean that it is going to be raised up. Dr. Cook stated that in his opinion he does not see one better than the other when it comes to crawl spaces verses raised slab. Mr. Pack stated that to him it is just an appearance thing. Ms. Venable stated that she lives in a house that was built in the last ten years on a crawl space and she has had all kinds of water issues. If she had to do it all over again she would choose raised slab. EarthCraft is the leading builder for residential houses in Virginia. EarthCraft promotes houses being on slabs because they are more energy efficient. They also promote no fireplaces as well because there are so many leaks associated with fireplaces. Today's generation, that are buying homes, tend to look at houses that are more energy efficient. Unfortunately, older Victorian style homes with high cathedral ceiling are not energy efficient. Vice Mayor Gregory stated that in regards to traffic there was an initial study done that had some question about the date it was done so a second study was conducted. At the Town Council public hearing a question was brought up about the validity of the count not capturing the peak times of days. He asked the developer if they were willing to either put that to rest or go out and do one more count, to make sure the proper data was collected. Ms. Venable explained that when the data was collected from the

second traffic count it was done after September when school had started. The one that did the count works with VDOT all the time. She has a very good reputation and her numbers have to be done at specific times. What she submitted and based on her reputation they feel very confident that she did the count to what VDOT's standards require. They must be done in the morning peak hours and afternoon peak hours. At this time she would like to put this issue to rest. VDOT has not come back with any issues based on the numbers of the latest traffic count. Mr. Darden stated that he did make a personal observation in regards to the traffic. Traffic about 5:30 in the evening was backed up down the bypass from the intersection of Main and Route 258 and most people were turning left to go towards Windsor. Mr. Darden stated that we are dealing with a new generation of buyers. This generation likes to live in areas that are walking distance away from shoppes. He stated that he saw this property as a very appealing place to attract people to this area with a good midrange price market. Mrs. Tynes stated that she does not see the developer being able to attract many thirty and forty year olds to buy new homes. They are not coming here to look for jobs. They are going places that offer a better chance of a high paying career. Dr. Cook mentioned that he might agree with Mrs. Tynes that not a lot of thirty year olds are moving here; however he believes that not having affordable housing to attract thirty year olds is partially the reason why. Ms. Venable stated that a couple months ago she pulled up the market in Smithfield and there were a few houses around \$100,000 and some in the \$700,000 to \$1.2 million dollar range. Smithfield has very few homes to offer in the \$250,000 to \$350,000 range. Dr. Cook stated that he does not doubt that the developer will be able to sell \$250,000 to \$300,000 homes. The questions and concerns that he has is the product that has been presented. He would like to see more variety and larger lots mixed in with the smaller lots. Ms. Chapman stated that she loves the ponds, the parks, the sidewalks, and the streetscape. The look makes it look like a more upscale neighborhood. She stated that she has some concerns over the density of the project. Mr. Darden asked if it was the density of the total number of units. The total number is factored in the size of the piece of land and the density is based on the density of the surrounding neighborhoods. Ms. Chapman stated that in her opinion she just thinks 150 homes is a lot. She stated that the overall idea of the property sounds awesome but she too has some concerns on the design of the homes. She stated that there are a lot of good qualities here but she would like to see more variety. Mrs. Tynes asked if it would be possible to offer some larger lots as an option. Mr. Darden stated that most of the other local communities that have been mentioned offer larger lots and continue to offer larger lots. Larger lots will increase the price point. Mr. Darden stated that although the narrower lot with a narrower house is not perfect it does give a more urban in town feel to it. Mrs. Tynes gave an example of a neighborhood in Suffolk that has smaller houses as you enter the neighborhood and the large houses towards the back of the neighborhood. Ms. Venable stated that she lives in that neighborhood in Suffolk and there are a lot of lots that are still available for sale. The larger lots and water front lots are sitting because they are too expensive. Mr. Arinello made a point at one of the other meetings that houses are still available in neighborhoods like this one. She mentioned that they are still available because we do not have a market that want half million dollar plus houses/lots. She explained that she could redraw the design of the neighborhood but they are not going to sell. What they are showing Town Council today is what the developer feels this is what the buying market of Hampton Roads wants. They do not want to build something that at the end of the day they will not be able to sell. Dr. Cook stated that he would like to wrap up the meeting and asked if there were any more questions. Mr. Pack asked in regards to raised

slabs would the developer be agreeable to go up from a sixteen inch foundation to a twenty-four inch foundation. Mr. Darden stated that it can be done and it does not impact the slab; however it does increase the price approximately a thousand bucks. What you have to watch for is your steps from your house to your garage and your front porch. Dr. Cook explained that an extra step in the garage from the house would reduce the floor space in the garage. Mr. Darden stated that the sixteen inches is what they have found works best but would be willing to go to the twenty-four inches if necessary. Ms. Venable stated that from the work session there are some things that they need to go back and modify before the continued public hearing on January 5<sup>th</sup>. The Town Attorney stated that it would need to be finalized and submitted to the Planning and Zoning Administrator ten days prior to the continued public hearing. Mr. Darden thanked Town Council for their time. He stated that Town Council had a lot of good questions and he tried to be as straight forth as he could. Dr. Cook stated that Town Council just wants the developer to know what they expect in regards to development in the historic district.

Meeting Adjourned at 8:28 p.m.