

February 24, 2012

**TO: SMITHFIELD TOWN COUNCIL**

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

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

**MONDAY, FEBRUARY 27, 2012**

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

- 1. Operational Updates
- TAB # 1**      2. Street Closure Request for Mustang Car Show, May 12<sup>th</sup>, 2012
- TAB # 2**      3. Street Closure Request for Olden Days and Grand Re-opening of Church Street  
Beautification, June 29<sup>th</sup> and June 30<sup>th</sup> 2012.
- TAB # 3**      4. Street Closure Request to Close a Portion of Main Street April 23<sup>rd</sup>, 2012 from  
2:00 – 5:00 p.m. to allow Filming through Pickleman Productions
- TAB # 4**      5. Draft Revisions to Emergency Communications Center MOU
- 6. Urban Archery Season Extensions – Follow Up Discussion

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

**Water and Sewer                                      Members: Gregory (CH), Williams, Graham**

- TAB # 5**      1. Caldwell Tank, Inc. Contract for Water Tank Maintenance
- 2. FOG Program Update

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

**Finance    Members: Graham (CH), Gregory, Cook**

- TAB # 6**      1. December Financial Statement
- TAB # 7**      2. January Cash Balances
- TAB # 8**      3. Invoices Over \$10,000 Requiring Council Payment Authorization:
  - a. HD Supply    \$ 25,520.69
  - b. Smithfield Volunteer Fire Dept    \$ 18,568.00
  - c. Excel Paving Corporation    \$178,293.63
  - d. Draper Aden Associates    \$ 56,916.45
  - e. English Construction Company    \$ 20,000.00
- 4. Discussion on Past Budgeted Contributions in the New Budget Cycle

**TUESDAY, FEBRUARY 28, 2012**

4:00 p.m.

**Fire and Rescue**

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

1. Operational Updates

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

**Public Works**

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

**TAB # 9**

1. Renewal of Mowing Contract with Country Landscaping, Inc. for One Additional Year
2. South Church Street Streetscape Project Update by Richard Hoeflaak
3. Smithfield Woman's Club to Present a Proposal for Child Abuse Prevention Month – Town Entrance Sign.

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

**Public Buildings & Welfare**

**Members: Cook (CH), Williams, Graham**

**Tab # 10**

1. Pinewood Heights Phase 2 Contract Negotiations with VDHCD
2. Smithfield on the Move Status Update & FY 2012/2013

---

**\*\*\* Additional Item Not Listed on Committee but will be on Council's March 6th Agenda\*\*\***

- Approval of February 7th Town Council Minutes
-



# Town of Smithfield

## Street Closure/Traffic Assistance Request Form

This form should be submitted to the Town Manager's Office located at 911 South Church Street.  
Submission of the form does not guarantee approval.

Closure Date (s):

May 12, 2012

Time: 8:00 a.m. - 3:00 p.m.

Location of Street Closure/Traffic Assistance:

100, 200 and 300 blocks of Main Street from Church Street to Underwood Street.

Event/Reason for Closure: Mustang Car Show

Contact Name: Terry Rhinier

Organization: Mustang Car Group with support from Tourism

Day Phone: 757-357-2214 Day of Event Cell Phone: 757-376-1904

The Mustang Car group will start parking cars on the 100 block of Main Street working towards the 300 block. At 10:00 a.m. if the 200 and/or 300 blocks are not filled, they will be opened back up to public traffic.

Thank you.

Applicant Signature: *Terry Rhinier*

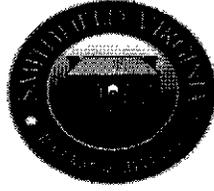
Date: 2/9/12

Town Use Only:

Received By: \_\_\_\_\_

Date:

Approved this \_\_\_\_\_ day of \_\_\_\_\_



# Town of Smithfield

## Street Closure/Traffic Assistance Request Form

This form should be submitted to the Town Manager's Office located at 911 South Church Street.  
Submission of the form does not guarantee approval.

**Closure Date (s):**

June 29, 2012

Time: 5:00 p.m. - 9 :15 p.m.

June 30, 2012

Time: 8:00 a.m. - 5:00 p.m.

**Location of Street Closure/Traffic Assistance:**

June 29 – 100 and 200 blocks of Main from Main Street to Institute Street.

June 30- Main Street from Church Street to Underwood Street and North and South Mason from Cedar Street to Grace Street.

**Event/Reason for Closure:** Olden Days and grand re-opening of Church Street Beautification

**Contact Name:** Terry Rhinier

**Organization:** IOW Tourism

**Day Phone:** 757-357-2214 **Day of Event Cell Phone:** 757-376-1904

IOW Park and Rec will be providing us with orange fencing and poles for the beer garden located behind the Old Courthouse. We request help from the Town Staff to put up the orange fencing. We also request 20 hay bales, 5 near the BSV Bank, 5 in the lawn at the Smithfield Times and 10 to be placed in Joyner Field. We also request the Town to provide 4 regular port-o-potties, 2 handicapped and 2 sinks. We appreciate all of your past support.

Thank you.

**Applicant Signature:** *Terry Rhinier*

**Date:** 2/9/12

**Town Use Only:**

Received By: \_\_\_\_\_

Date:

\_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_



# Town of Smithfield

## Street Closure/Traffic Assistance Request Form

This form should be submitted to the Town Manager's Office located at 911 South Church Street  
Office # (757)365-9505 / Fax # (757)-365-9508/ lgreer@smithfieldva.gov  
(Submission of the form does not guarantee approval)

**Closure Date (s):**

April 23<sup>rd</sup>, 2012

Time: 2:00 p.m. – 5:00 p.m.

**Location of Street Closure/Traffic Assistance:**

Request a portion of Main Street between Mason Street and Institute Street

**Event/Reason for Closure:** Film Crew 101 Class

**Contact Name:** Elizabeth Pasieczny

**Organization:** Pickleman Productions

**Day Phone:** 757-771-4549

**Day of Event Cell Phone:** 757-771-4549

**Email:** cree8tor@aol.com

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

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

Town Use Only:

Received By: \_\_\_\_\_

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_

March 5, 2012

Proposal: To close Main Street on April 23<sup>rd</sup>, 2012 from 2:00-5:00pm

My name is Elizabeth Pasieczny and I am owner and operator of Pickleman Productions. I am also a certified 4H instructor and teach classes at the Renaissance School of the Arts. I saw the need in my students to develop their ability to focus, write, communicate and work on a team. I wanted them to think upon their own thoughts and ideas and use them as a source to create.

To meet that need I invented a class entitled Film Crew 101 (This class is insured under the 4H program). In each session of Film Crew 101, students fill the role of what is needed on set. They write scripts, direct, act, work cameras, special effects and even puppets. The youngest student on my crew is 9 years old and my oldest is 17. All work together in the same sessions. "Zombie Pickles from Space" is our first film, filmed entirely within the class. Our film has been accepted into film festivals and is traveling the circuit.

Our next project is "DillZilla, the Titan of Terror!" Our focus for this year is special effects shooting. Model building, green screening and forced perspective shooting are the techniques we are developing. In that, I ask that on April 23<sup>rd</sup>, 2012, Main Street be closed from 2-5pm while we film. We are coordinating with volunteers to run down Main street in terror as a 50 foot pickle looms behind the buildings. We are attempting to get 5 full shots of main street and people in fear.

Since I have been teaching film, several of my students have continued studying, working, and producing film after graduation. Don Andes created a film "Operation Save the Banker Horses." The film depicts the plight and importance of the ponies. It has been accepted into the Queens World Film Festival in New York and is being given to tourists in the Corova region to educate them on appropriate behavior around wild horses.

Teaching children to work in film has developed their skills to problem solve, to work with others and given them confidence to approach tasks that at initial onset, seem daunting. I enjoy working with children and take great appreciation in seeing them develop in all aspects of their character and work. With your help, they can develop even more.

Thank you,  
Elizabeth Pasieczny  
(757)771-4549  
cree8tor@aol.com

2-14-2012

I called Ms. Pasieczny and asked how much of Main Street was she requesting to be closed. She would like to request the portion of Main Street between Mason and Institute.

**DRAFT**

DRAFT REVISIONS  
FEB. 2012

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**ISLE OF WIGHT COUNTY**

**AND**

**the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR**

**THIS AGREEMENT, revised this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the COUNTY OF ISLE OF WIGHT ("County"), the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR.**

**WITNESSETH:**

**1. BACKGROUND:**

The County and the Towns of Smithfield and Windsor have studied the benefits, problems, and costs associated with the establishment of a centralized emergency communications center to serve area law enforcement, fire, rescue, and emergency services under a consolidated Emergency Communications Department. Under the terms of this agreement the County, the Town of Smithfield, the Town of Windsor, and the Sheriff's Office wish to set forth the terms upon which such an Emergency Communications Center will be established. In consideration of the mutual benefits and obligations contained herein, the aforementioned parties therefore do agree to the following terms:

**2. EMERGENCY COMMUNICATIONS CENTER ESTABLISHED:**

The County, the Town of Smithfield, and the Town of Windsor will establish an Emergency Communications Center in the dispatch center of the Sheriff's Office located at the Isle of Wight County Courthouse Complex. The Center will become effective on July 1, 2002, and become operational later in the calendar year, to perform dispatching functions for County and Town law enforcement, and fire and rescue personnel.

# DRAFT

The Emergency Communications Center shall be governed by a Board of Directors composed of the following members: the County Administrator, the Smithfield Town Manager, the Windsor Town Manager, the Sheriff, the Smithfield Police Chief, the Windsor Police Chief, the ~~Director of Emergency Management~~ **Chief of Emergency Services**, and an appointed member of the Volunteer Fire and Rescue Association. The members of the Board of Directors shall incur no individual or personal liability for actions taken in good faith by them as members of the Board. The Board of Directors shall elect from among its members a Chairman and a Vice-Chairman who shall serve for one-year terms with eligibility for re-election.

The Board of Directors shall operate the Center in accordance with the Bylaws adopted by the County and the Towns and shall establish operating procedures and policies for the Center. The Board shall submit annually to the County and the Towns an operating budget and report of activities. The operating budget shall be submitted to the governing bodies of the Towns no later than **March 31 of each year**. The Board shall annually review the cost allocation schedule for the Center and make pertinent recommendations for changes to the governing bodies.

The Board of Directors shall select a Communications Manager who shall be responsible for overall Management of the Emergency Communications Center. Qualified employees of any of the parties hereto shall be given preferred consideration for employment in categories with rate of pay and benefits equivalent to their present categories rate of pay and benefits. The determination of employment of such employees shall be made by the Communications Manager. Wages for employees accepting employment shall be determined by the Board of Directors and the fringe benefits for such employees shall be the same as those enjoyed by new employees of the Communications Center. Persons employed by the Center shall be considered County employees; however, the County hereby delegates to the Board of Directors the power to hire, discipline and remove the Center ~~Director~~ **Manager** (within the limits of the County's established personnel policies), to establish his/her duties, and to recommend his/her compensation. The employees shall be eligible to receive all rights and benefits of County employees.

By this MOU, the Sheriff hereby delegates authority to the County to provide dispatching services for the Sheriff's Office. The Sheriff also

# DRAFT

agrees to assign five Sheriff's Office employees classified by the Compensation Board as COMOPS/COMOP SUPV to the Emergency Communications Center. The Sheriff authorizes the Communications Manager to manage the day to day activities of those persons (within the limits of the County's established personnel policies) classified by the Compensation Board; however, the Sheriff shall retain the authority to hire, evaluate, and terminate said appointees and these appointees shall remain employees of the Sheriff. The Sheriff agrees that he will process the appropriate paperwork for the Compensation Board, as necessary to receive funding for the positions reimbursed by them.

If funding of the five (5) State Compensation Board positions is eliminated the Board of Supervisors may continue those positions as recommended by the Board of Directors of the Emergency Communications Center with funding from the 911 tax revenues.

### 3. ALLOCATION OF COSTS:

~~Under the Authority of Section 58.1-3813 of the Code of Virginia, the County has imposed a surcharge tax in the amount of \$3.00 per month on each telephone access line in the County (including the two (2) Towns) to pay for the capital costs of development and to offset the operational and maintenance costs of the system.~~ *The local 911 surcharge was eliminated by House Bill 568 effective January 1, 2007 and replaced with a uniform statewide tax of \$.75 per line, collected by the Commonwealth and allocated to the localities in aggregate with the proceeds of the Communications Tax, also created in HB 568, commonly referred to as the Virginia Tax Reform Act of 2006. A portion of the Communications Tax distributed to the County and localities equivalent to the E-911 Wireline surcharge multiplied by a factor of four(4) shall also be applied toward the operations, capital, and maintenance costs of the ECC to replace the loss of revenue from the elimination of the local E-911 surcharge tax. This is in keeping with the General Assembly's statements at the time of creation of the Communications Tax that no locality should go without funding due to the loss of the local surcharges but should be made whole by the imposition of the Statewide Communications Tax. The County and Town allocations of the E911 fee shall continue to be applied toward the operational, capital and maintenance costs of the system. In*

# DRAFT

***addition, the \$.75 per line Wireless E-911 fee and the \$.50 prepaid wireless surcharge established by House Bill 754 and Senate Bill 441, effective January 1, 2011, distributed to the County and the Towns, shall be applied to offset the operational, capital and maintenance costs of the Emergency Communications Center.***

Any capital and operational costs incurred over and above ***the revenues collected via the telephone surcharges and communications taxes listed above*** will be apportioned between the County and the Towns as follows:

Isle of Wight County	<del>67%</del>	<b>63%</b>
Town of Smithfield	<del>25%</del>	<b>28.5%</b>
Town of Windsor	<del>8%</del>	<b>8.5%</b>

The apportionment of costs will be based on the following three factors:

Population: the ratio of each jurisdiction's population to the total population of the three (3) jurisdictions, using the most recently published population data from the University of Virginia's Weldon Cooper Center or the U. S. Census Bureau, whichever is most current.

Telephone Access Lines: the number of telephone access lines in each jurisdiction compared as a ratio to the total submitted by Verizon as of January 1<sup>st</sup> of each year.

Calls Received: the number of calls received at the Center originating in each jurisdiction compared as a ratio to the total calls received at the Center, based on actual logs of calls to be provided by the Communications Manager.

The Board of Directors shall review the allocation criteria on a fiscal year annual basis. The Board shall make recommendations to the County and the Towns for any changes to the initial allocation percentages.

Notwithstanding anything to the contrary in this MOU, the County and the Towns shall be obligated for any operational cost or the cost of an outside attorney provided for this MOU only to the extent such funds are

# DRAFT

budgeted and appropriated by the respective governing body of each jurisdiction.

## 4. FISCAL AND ADMINISTRATIVE AGENT:

The County of Isle of Wight is hereby designated as fiscal agent for the Emergency Communications Center. The County shall be responsible for furnishing accounting, purchasing, personnel, and payroll functions for the Center, as well as legal counsel. If, in the opinion of the County Attorney, outside counsel is necessary for the provision of legal services to the Center, the costs will be apportioned between the County and the Towns as follows:

Isle of Wight County	<del>67%</del>	<b>63%</b>
Town of Smithfield	<del>25%</del>	<b>28.5%</b>
Town of Windsor	<del>8%</del>	<b>8.5%</b>

## 5. LIABILITY

The County and the Towns acknowledge that the Board of Directors will act as agents for them in carrying out the dispatching functions of the law enforcement, and fire and rescue activities. The Board of Directors shall obtain liability insurance adequate to protect the interests of the County and the Towns and itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity that may be available to the Board of Directors, the County, or the Towns, with respect to any claim against any or all of them.

## 6. EXECUTION: DURATION, JOINT EXERCISE OF POWERS

The County, Towns, and the Sheriff intend this agreement as a joint exercise of their respective powers, as authorized by Section 15.1-21 of the Code of Virginia. The Board of Supervisors, Town Councils, and the Sheriff have therefore caused the MOU to be executed for them by the County Board Chairman and the Mayors, respectively, as of the respective dates indicated below. The MOU will take effect on the date

DRAFT

signed by the last necessary party and will continue in effect as adopted through June 30, 2013, and thereafter until modified or dissolved by mutual agreement; provided that either may discontinue its participation at the end of any fiscal year subsequent to that ending on June 30, 2013, one (1) year's written notice to the others parties hereto.

## **7. SEVERABILITY OF PARTS OF AGREEMENT**

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this MOU are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the MOU.

# DRAFT

## 8. SIGNATURES OF AUTHORIZED AGENTS

Town of Smithfield:

\_\_\_\_\_  
Clerk, Town Council

\_\_\_\_\_  
Mayor, Town Council

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Town of Windsor:

\_\_\_\_\_  
Clerk, Town Council

\_\_\_\_\_  
Mayor, Town Council

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Sheriff, Isle of Wight County:

\_\_\_\_\_  
Sheriff

Isle of Wight County:

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to Form:

\_\_\_\_\_  
County Attorney



### Schedule of Work & Fees

	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021
Carey Street Tank 70,000 Gallons	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00	\$ 26,042.00
<b>If lead</b>	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00	\$ 26,989.00
Wilson Road Tank 150,000 Gallons	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00	\$ 32,423.00
<b>If lead</b>	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00	\$ 33,424.00
Church Street Tank 400,000 Gallons	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00	\$ 30,611.00
<b>If lead</b>	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00	\$ 31,699.00
Battery park Road Tank 500,000 Gallons	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00
<b>If lead</b>	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00	\$ 10,912.00
<b>Total Annual Cost</b>	<b>\$ 99,988.00</b>									
Cancellation Fees, no lead	\$ 201,744.00	\$ 167,818.00	\$ 208,124.00	\$ 278,743.00	\$ 336,866.00	\$ 288,358.00	\$ 206,258.00	\$ 126,251.00	\$ 70,128.00	\$ -
Total Ammount due at year end for Cancellation	\$ 301,732.00	\$ 267,806.00	\$ 308,112.00	\$ 378,731.00	\$ 436,854.00	\$ 388,346.00	\$ 306,246.00	\$ 226,239.00	\$ 170,116.00	\$ 99,988.00
<b>Total Cost if lead</b>	<b>\$ 103,024.00</b>									
Cancellation Fee, if lead	\$ 198,720.00	\$ 161,739.00	\$ 208,374.00	\$ 286,796.00	\$ 351,976.00	\$ 300,596.00	\$ 215,594.00	\$ 132,657.00	\$ 73,574.00	\$ -
Total Ammount due at year end for Cancellation	\$ 301,744.00	\$ 264,763.00	\$ 311,398.00	\$ 389,820.00	\$ 455,000.00	\$ 403,620.00	\$ 318,618.00	\$ 235,681.00	\$ 176,598.00	\$ 103,024.00

Beginning with the Fees payable for the second (2<sup>nd</sup>) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index thereof)

TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON)

Caldwell Tanks, Inc.  
4000 Tower Road  
Louisville, KY 40219

Telephone: (502) 964-3361  
Facsimile: (502) 966-8732

AND

Owner: Town of Smithfield  
Street Address: 310 Institute Street  
City, State, ZIP: Smithfield, VA 23430  
Attn: Sonja Pruitt  
Telephone: 757-365-4272  
Facsimile: 757-357-9933

FOR

500,000 Gallon Battery Park Road Elevated Tank

**TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON) AGREEMENT**

This Agreement (the “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between Caldwell Tanks, Inc., having a principal office and place of business located at 4000 Tower Road, Louisville, Kentucky 40219 (“Caldwell”), and the Town of Smithfield, having a principal office and place of business located at 310 Institute Street, Smithfield, VA 23430 (“Owner”, and together with Caldwell, the “Parties”). It evidences Owner’s retention of Caldwell to perform certain inspection and maintenance services for Owner with respect to the “Tank” described below, and Caldwell’s agreement to perform those services, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. TANK. The tank of Owner that is the subject of this Agreement is as follows: 500,000 Gallon Battery Park Road Elevated Tank (the “Tank”).

2. TERM. The term of this Agreement (“Term”) shall commence on the Effective Date set forth above and shall continue for ten (10) years or until this Agreement is terminated in accordance with Section 6 below.

3. SERVICES. During the Term, and subject to the limitations provided for in this Agreement, Caldwell agrees to perform for the Tank the services specifically identified in the “Scope of Work and Schedule of Fees” section of Caldwell’s response to the Request for Proposals issued by and submitted to Owner, dated September 27, 2011 (the “Scope of Services Section”), a copy of which submittal (the “Proposal Letter”) is attached hereto as Appendix A (collectively, the “Services”). The Scope of Services Section is incorporated herein by reference and made a part hereof. Caldwell shall contact Owner each year (or at such other relevant time(s)) to schedule Caldwell’s performance of the relevant Services, and Owner agrees to reasonably accommodate any dates requested by Caldwell for its performance of those Services. Caldwell will also furnish pressure relief valves, if needed, for Owner’s continued use of its water system while the Tank is required to be off-line for the performance of Services by Caldwell. Owner agrees to return all such valves to Caldwell promptly following the completion of the Services for which they were deployed.

4. COMPENSATION. Throughout the Term, Owner shall pay to Caldwell an annual preservation fee for the Services to be provided in the amount of \$10,912.00 (collectively, the “Fees”). The annual Fee shall be payable by Owner to Caldwell in equal quarterly installments of \$2,728.00, with the first such installment being due on the first (1<sup>st</sup>) day of the Term, and subsequent installments becoming due every ninety (90) days thereafter throughout the remainder of the Term, without set-off or deduction. The quarterly installments of each annual Fee shall be deemed to have been earned by Caldwell on the dates contemplated above, irrespective of the level or types of Services provided or to be provided by Caldwell. Beginning with the Fees payable for the second (2<sup>nd</sup>) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index thereof). Any delinquent payment of the Fees may be subject to accrued interest. Upon the

termination of this Agreement for any reason, Owner will continue to be obligated for all Fee payments (and any interest thereon) that have become due prior to that termination (including any interest that may accrue thereafter).

5. LIMITED WARRANTY; EXCLUSIVE REMEDIES. Caldwell warrants to Owner that Caldwell will perform the Services in a workmanlike manner and consistent with customary industry standards, including without limitation, consistent with any applicable standards adopted from time to time by the American Water Works Association and the Steel Structures Painting Council. The limited warranty provided for in the preceding sentence will immediately become null and void and of no further force or effect, as it may relate to a particular component or portion of a Tank, in the event Owner or any other person or entity (other than Caldwell or its contractors and subcontractors) performs or causes to occur any modifications, repairs, enhancements, or improvements of or to that component or portion, including without limitation, any cleaning, painting or coating over any of the paint(s) or coating(s) applied to the Tank by Caldwell. CALDWELL MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALDWELL'S SOLE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OR FAILURE OF THE LIMITED WARRANTY PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 5 SHALL BE THE REPAIR OR REPLACEMENT BY CALDWELL OF THE DEFECTIVE SERVICES WITH SERVICES THAT MEET THE STANDARDS SET FORTH IN THAT FIRST SENTENCE. A claim for breach of that limited warranty, in order to be valid and enforceable against Caldwell, must be asserted in writing by Owner prior to the first (1<sup>st</sup>) anniversary of Caldwell's provision of the relevant Services, and must describe in reasonable detail the nature of the defect or circumstance giving rise to the alleged breach of the limited warranty. CALDWELL WILL NOT AT ANY TIME BE LIABLE TO OWNER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR OTHER SIMILAR RELIEF.

6. TERMINATION.

(a) Owner has the right, exercisable in its sole discretion upon delivery of ninety (90) days prior written notice of termination to Caldwell, to terminate this Agreement. Caldwell has the right, exercisable in its sole discretion upon delivery of written notice of termination to Owner, to terminate this Agreement if Owner makes any structural, operational or substantive change(s) to the Tank without Caldwell's prior written consent following the Effective Date and prior to the delivery of that notice (including without limitation, any addition or installation of any cellular antennas or brackets, but excluding structural, operational or substantive changes undertaken by Caldwell for Owner).

(b) In the event of the failure of either Party to pay any amounts due under this Agreement within ten (10) days after the due date therefor, or any failure of either Party to perform any other material term, condition or covenant under this Agreement to be observed or performed by it for more than ten (10) days after written notice of default shall have been given to that Party by the non-defaulting Party, then the non-defaulting Party may in its discretion, by written notice to the defaulting Party (and in addition to the non-defaulting Party's other rights and remedies provided for in this Agreement or under applicable law) either elect to cure that default or terminate this Agreement as of the date of such notice.

(c) No termination of this Agreement shall relieve a Party from obligation for its breach or default under this Agreement occurring prior to the effectiveness of such termination, or from its obligation to pay any Fees (and any related interest thereon) that have accrued under this Agreement prior to the effectiveness of such termination. Caldwell will have no obligation,

by reason of or following a termination of this Agreement for any reason, to refund any Fees already paid by Owner to Caldwell.

7. INDEPENDENT CONTRACTOR. In the performance of the Services, Caldwell will be an independent contractor of Owner for all purposes, and will not be deemed to be an agent or employee of, or a joint venturer or partner with, Owner. Caldwell will be permitted to employ any reasonable means and methods which Caldwell deems necessary or appropriate to perform the Services.

8. ASSIGNMENT AND SUBCONTRACTING. Owner may assign this Agreement only if made together with Owner's conveyance of its entire title in and to the Tank to the same assignee, and then only if that assignee assumes in writing all of Owner's obligations under this Agreement. Caldwell may assign this Agreement, in whole or in part, (a) as collateral security to any lender to Caldwell, (b) to any affiliate of Caldwell, (c) in connection with any sale, conveyance, assignment or transfer by Caldwell of substantially all of its assets, or (d) pursuant to a statutory merger of Caldwell with and into any other entity.

9. EXCLUSIONS AND LIMITATIONS. Any of the equipment, items, material, circumstances, or conditions set forth or described in the "Exclusions" section of the Proposal Letter.

10. FORCE MAJEURE. A Party will be relieved of its obligation to perform under this Agreement to the extent such performance shall be prevented, hindered or materially impaired, or shall be made substantially more difficult or costly, by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, Acts of God, or other circumstances not within the reasonable control of the Party the performance of which was so affected (each a "Force Majeure Event"). In addition, Caldwell will not be obligated to provide any Services with respect to any Tank defects or damages that are directly or indirectly caused by or the result of Acts of God or vandalism (other than graffiti). Nothing contained in this Section 10 will excuse the payment of any amounts owing pursuant to this Agreement.

11. MODIFICATIONS. The Parties agree that future mandated governmental requirements (e.g. security, health, safety, environmental, etc.) that cause significant changes in the costs of providing the Services (or any portions thereof) will be just causes for the modification of this Agreement upon the written request of Caldwell. Any modifications made by Owner to a Tank following the Effective Date, which have not been approved in advance by Caldwell in writing, will be excluded from the scope of this Agreement, and Caldwell will have no obligation to provide Services hereunder with respect to any portions of the Tank so modified or added through such modifications.

12. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties with respect to such subject matter. This Agreement will not be deemed to be amended, modified or supplemented by any terms or conditions set forth in any invoice forms, purchase order forms, acknowledgment forms, confirmations or other forms that may be delivered by one Party to the other Party following the date hereof. No oral or implied representations or understandings shall vary or supplement the terms of this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Once executed by Caldwell and delivered to Owner, this Agreement shall become null and void if not executed and returned by Owner to Caldwell in the form presented within thirty (30) days thereafter. Any notice, request, demand or other communication required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given on the second (2<sup>nd</sup>) business day after

being duly deposited in the United States Mail, postage prepaid, and addressed to the relevant party at its address set forth in the preamble of this Agreement, for the attention of "President." Any Party may change its address to which such communications are to be mailed to it thereunder, by notice delivered to the other Party in the manner contemplated in the preceding sentence.

WITNESS the signatures of the undersigned as of the date first written above.

CALDWELL TANKS, INC.

TOWN OF SMITHFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Peter M. Stephenson, Town Manager

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

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

("Caldwell")

("Owner")

APPENDIX A  
PROPOSAL LETTER

SEE ATTACHED

TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON)

Caldwell Tanks, Inc.  
4000 Tower Road  
Louisville, KY 40219

Telephone: (502) 964-3361  
Facsimile: (502) 966-8732

AND

Owner: Town of Smithfield  
Street Address: 310 Institute Street  
City, State, ZIP: Smithfield, VA 23430  
Attn: Sonja Pruitt  
Telephone: 757-365-4272  
Facsimile: 757-357-9933

FOR

70,000 Gallon Carey Street Elevated Tank

**TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON) AGREEMENT**

This Agreement (the “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between Caldwell Tanks, Inc., having a principal office and place of business located at 4000 Tower Road, Louisville, Kentucky 40219 (“Caldwell”), and the Town of Smithfield, having a principal office and place of business located at 310 Institute Street, Smithfield, VA 23430 (“Owner”, and together with Caldwell, the “Parties”). It evidences Owner’s retention of Caldwell to perform certain inspection and maintenance services for Owner with respect to the “Tank” described below, and Caldwell’s agreement to perform those services, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. TANK. The tank of Owner that is the subject of this Agreement is as follows: 70,000 Gallon Carey Street Elevated Tank (the “Tank”).

2. TERM. The term of this Agreement (“Term”) shall commence on the Effective Date set forth above and shall continue for ten (10) years or until this Agreement is terminated in accordance with Section 6 below.

3. Services. DURING THE TERM, AND SUBJECT TO THE LIMITATIONS PROVIDED FOR IN THIS AGREEMENT, Caldwell agrees to perform for the Tank the services specifically identified in the “Scope of Work and Schedule of Fees” section of Caldwell’s response to the Request for Proposals issued by and submitted to Owner, dated September 27, 2011 (the “Scope of Services Section”), a copy of which submittal (the “Proposal Letter”) is attached hereto as Appendix A (collectively, the “Services”). The Scope of Services Section is incorporated herein by reference and made a part hereof. Caldwell shall contact Owner each year (or at such other relevant time(s)) to schedule Caldwell’s performance of the relevant Services, and Owner agrees to reasonably accommodate any dates requested by Caldwell for its performance of those Services. Caldwell will also furnish pressure relief valves, if needed, for Owner’s continued use of its water system while the Tank is required to be off-line for the performance of Services by Caldwell. Owner agrees to return all such valves to Caldwell promptly following the completion of the Services for which they were deployed.

4. COMPENSATION. Throughout the Term, Owner shall pay to Caldwell an annual preservation fee for the Services to be provided in the amount of \$26,042.00 (collectively, the “Fees”). The annual Fee shall be payable by Owner to Caldwell in equal quarterly installments of \$6,510.50 with the first such installment being due on the first (1<sup>st</sup>) day of the Term, and subsequent installments becoming due every ninety (90) days thereafter throughout the remainder of the Term, without set-off or deduction. The quarterly installments of each annual Fee shall be deemed to have been earned by Caldwell on the dates contemplated above, irrespective of the level or types of Services provided or to be provided by Caldwell. Beginning with the Fees payable for the second (2<sup>nd</sup>) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index

thereof). Any delinquent payment of the Fees may be subject to accrued interest. Upon the termination of this Agreement for any reason, Owner will continue to be obligated for all Fee payments (and any interest thereon) that have become due prior to that termination (including any interest that may accrue thereafter).

5. LIMITED WARRANTY; EXCLUSIVE REMEDIES. Caldwell warrants to Owner that Caldwell will perform the Services in a workmanlike manner and consistent with customary industry standards, including without limitation, consistent with any applicable standards adopted from time to time by the American Water Works Association and the Steel Structures Painting Counsel. The limited warranty provided for in the preceding sentence will immediately become null and void and of no further force or effect, as it may relate to a particular component or portion of a Tank, in the event Owner or any other person or entity (other than Caldwell or its contractors and subcontractors) performs or causes to occur any modifications, repairs, enhancements, or improvements of or to that component or portion, including without limitation, any cleaning, painting or coating over any of the paint(s) or coating(s) applied to the Tank by Caldwell. CALDWELL MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALDWELL'S SOLE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OR FAILURE OF THE LIMITED WARRANTY PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 5 SHALL BE THE REPAIR OR REPLACEMENT BY CALDWELL OF THE DEFECTIVE SERVICES WITH SERVICES THAT MEET THE STANDARDS SET FORTH IN THAT FIRST SENTENCE. A claim for breach of that limited warranty, in order to be valid and enforceable against Caldwell, must be asserted in writing by Owner prior to the first (1<sup>st</sup>) anniversary of Caldwell's provision of the relevant Services, and must describe in reasonable detail the nature of the defect or circumstance giving rise to the alleged breach of the limited warranty. CALDWELL WILL NOT AT ANY TIME BE LIABLE TO OWNER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR OTHER SIMILAR RELIEF.

6. TERMINATION.

(a) Owner has the right, exercisable in its sole discretion upon delivery of ninety (90) days prior written notice of termination to Caldwell, to terminate this Agreement. Caldwell has the right, exercisable in its sole discretion upon delivery of written notice of termination to Owner, to terminate this Agreement if ***Owner makes any structural, operational or substantive change(s) to the Tank without Caldwell's prior written consent following the Effective Date and prior to the delivery of that notice (including without limitation, any addition or installation of any cellular antennas or brackets, but excluding structural, operational or substantive changes undertaken by Caldwell for Owner).***

(b) In the event of the failure of either Party to pay any amounts due under this Agreement within ten (10) days after the due date therefor, or any failure of either Party to perform any other material term, condition or covenant under this Agreement to be observed or performed by it for more than ten (10) days after written notice of default shall have been given to that Party by the non-defaulting Party, then the non-defaulting Party may in its discretion, by written notice to the defaulting Party (and in addition to the non-defaulting Party's other rights and remedies provided for in this Agreement or under applicable law) either elect to cure that default or terminate this Agreement as of the date of such notice.

(c) No termination of this Agreement shall relieve a Party from obligation for its breach or default under this Agreement occurring prior to the effectiveness of such termination, or from its obligation to pay any Fees (and any related interest thereon) that have accrued under this Agreement prior to the effectiveness of such termination. Caldwell will have no obligation,

by reason of or following a termination of this Agreement for any reason, to refund any Fees already paid by Owner to Caldwell.

7. **INDEPENDENT CONTRACTOR.** In the performance of the Services, Caldwell will be an independent contractor of Owner for all purposes, and will not be deemed to be an agent or employee of, or a joint venturer or partner with, Owner. Caldwell will be permitted to employ any reasonable means and methods which Caldwell deems necessary or appropriate to perform the Services.

8. **ASSIGNMENT AND SUBCONTRACTING.** Owner may assign this Agreement only if made together with Owner's conveyance of its entire title in and to the Tank to the same assignee, and then only if that assignee assumes in writing all of Owner's obligations under this Agreement. Caldwell may assign this Agreement, in whole or in part, (a) as collateral security to any lender to Caldwell, (b) to any affiliate of Caldwell, (c) in connection with any sale, conveyance, assignment or transfer by Caldwell of substantially all of its assets, or (d) pursuant to a statutory merger of Caldwell with and into any other entity.

9. **EXCLUSIONS AND LIMITATIONS.** Any of the equipment, items, material, circumstances, or conditions set forth or described in the "Exclusions" section of the Proposal Letter.

10. **FORCE MAJEURE. A PARTY WILL BE RELIEVED OF ITS OBLIGATION TO PERFORM UNDER THIS AGREEMENT TO THE EXTENT SUCH PERFORMANCE SHALL BE PREVENTED, HINDERED OR MATERIALLY IMPAIRED, OR SHALL BE MADE SUBSTANTIALLY MORE DIFFICULT OR COSTLY,** by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, Acts of God, or other circumstances not within the reasonable control of the Party the performance of which was so affected (each a "Force Majeure Event"). In addition, Caldwell will not be obligated to provide any Services with respect to any Tank defects or damages that are directly or indirectly caused by or the result of Acts of God or vandalism (other than graffiti). Nothing contained in this Section 10 will excuse the payment of any amounts owing pursuant to this Agreement.

11. **MODIFICATIONS.** The Parties agree that future mandated governmental requirements (e.g. security, health, safety, environmental, etc.) that cause significant changes in the costs of providing the Services (or any portions thereof) will be just causes for the modification of this Agreement upon the written request of Caldwell. Any modifications made by Owner to a Tank following the Effective Date, which have not been approved in advance by Caldwell in writing, will be excluded from the scope of this Agreement, and Caldwell will have no obligation to provide Services hereunder with respect to any portions of the Tank so modified or added through such modifications.

12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties with respect to such subject matter. This Agreement will not be deemed to be amended, modified or supplemented by any terms or conditions set forth in any invoice forms, purchase order forms, acknowledgment forms, confirmations or other forms that may be delivered by one Party to the other Party following the date hereof. No oral or implied representations or understandings shall vary or supplement the terms of this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Once executed by Caldwell and delivered to Owner, this Agreement shall become null and void if not executed and returned by Owner to Caldwell in the form presented within thirty (30) days thereafter. Any notice, request, demand or other communication required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given on the second (2<sup>nd</sup>) business day after

being duly deposited in the United States Mail, postage prepaid, and addressed to the relevant party at its address set forth in the preamble of this Agreement, for the attention of "President." Any Party may change its address to which such communications are to be mailed to it thereunder, by notice delivered to the other Party in the manner contemplated in the preceding sentence.

WITNESS the signatures of the undersigned as of the date first written above.

CALDWELL TANKS, INC.

TOWN OF SMITHFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

Peter M. Stephenson, Town Manager

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

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

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

("Caldwell")

("Owner")

APPENDIX A  
PROPOSAL LETTER

SEE ATTACHED

TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON)

Caldwell Tanks, Inc.  
4000 Tower Road  
Louisville, KY 40219

Telephone: (502) 964-3361  
Facsimile: (502) 966-8732

AND

Owner: Town of Smithfield  
Street Address: 310 Institute Street  
City, State, ZIP: Smithfield, VA 23430  
Attn: Sonja Pruitt  
Telephone: 757-365-4272  
Facsimile: 757-357-9933

FOR

400,000 Gallon Church Street Elevated Tank

**TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON) AGREEMENT**

This Agreement (the “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between Caldwell Tanks, Inc., having a principal office and place of business located at 4000 Tower Road, Louisville, Kentucky 40219 (“Caldwell”), and the Town of Smithfield, having a principal office and place of business located at 310 Institute Street, Smithfield, VA 23430 (“Owner”, and together with Caldwell, the “Parties”). It evidences Owner’s retention of Caldwell to perform certain inspection and maintenance services for Owner with respect to the “Tank” described below, and Caldwell’s agreement to perform those services, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. TANK. The tank of Owner that is the subject of this Agreement is as follows: 400,000 Gallon Church Street Elevated Tank (the “Tank”).

2. TERM. The term of this Agreement (“Term”) shall commence on the Effective Date set forth above and shall continue for ten (10) years or until this Agreement is terminated in accordance with Section 6 below.

3. SERVICES. During the Term, and subject to the limitations provided for in this Agreement, Caldwell agrees to perform for the Tank the services specifically identified in the “Scope of Work and Schedule of Fees” section of Caldwell’s response to the Request for Proposals issued by and submitted to Owner, dated September 27, 2011 (the “Scope of Services Section”), a copy of which submittal (the “Proposal Letter”) is attached hereto as Appendix A (collectively, the “Services”). The Scope of Services Section is incorporated herein by reference and made a part hereof. Caldwell shall contact Owner each year (or at such other relevant time(s)) to schedule Caldwell’s performance of the relevant Services, and Owner agrees to reasonably accommodate any dates requested by Caldwell for its performance of those Services. Caldwell will also furnish pressure relief valves, if needed, for Owner’s continued use of its water system while the Tank is required to be off-line for the performance of Services by Caldwell. Owner agrees to return all such valves to Caldwell promptly following the completion of the Services for which they were deployed.

4. COMPENSATION. Throughout the Term, Owner shall pay to Caldwell an annual preservation fee for the Services to be provided in the amount of \$30,611.00 (collectively, the “Fees”). The annual Fee shall be payable by Owner to Caldwell in equal quarterly installments of \$7,652.75 with the first such installment being due on the first (1<sup>st</sup>) day of the Term, and subsequent installments becoming due every ninety (90) days thereafter throughout the remainder of the Term, without set-off or deduction. The quarterly installments of each annual Fee shall be deemed to have been earned by Caldwell on the dates contemplated above, irrespective of the level or types of Services provided or to be provided by Caldwell. Beginning with the Fees payable for the second (2<sup>nd</sup>) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index thereof). Any delinquent payment of the Fees may be subject to accrued interest. Upon the

termination of this Agreement for any reason, Owner will continue to be obligated for all Fee payments (and any interest thereon) that have become due prior to that termination (including any interest that may accrue thereafter).

5. LIMITED WARRANTY; EXCLUSIVE REMEDIES. Caldwell warrants to Owner that Caldwell will perform the Services in a workmanlike manner and consistent with customary industry standards, including without limitation, consistent with any applicable standards adopted from time to time by the American Water Works Association and the Steel Structures Painting Counsel. The limited warranty provided for in the preceding sentence will immediately become null and void and of no further force or effect, as it may relate to a particular component or portion of a Tank, in the event Owner or any other person or entity (other than Caldwell or its contractors and subcontractors) performs or causes to occur any modifications, repairs, enhancements, or improvements of or to that component or portion, including without limitation, any cleaning, painting or coating over any of the paint(s) or coating(s) applied to the Tank by Caldwell. CALDWELL MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALDWELL'S SOLE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OR FAILURE OF THE LIMITED WARRANTY PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 5 SHALL BE THE REPAIR OR REPLACEMENT BY CALDWELL OF THE DEFECTIVE SERVICES WITH SERVICES THAT MEET THE STANDARDS SET FORTH IN THAT FIRST SENTENCE. A claim for breach of that limited warranty, in order to be valid and enforceable against Caldwell, must be asserted in writing by Owner prior to the first (1<sup>st</sup>) anniversary of Caldwell's provision of the relevant Services, and must describe in reasonable detail the nature of the defect or circumstance giving rise to the alleged breach of the limited warranty. CALDWELL WILL NOT AT ANY TIME BE LIABLE TO OWNER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR OTHER SIMILAR RELIEF.

6. TERMINATION.

(a) Owner has the right, exercisable in its sole discretion upon delivery of ninety (90) days prior written notice of termination to Caldwell, to terminate this Agreement. Caldwell has the right, exercisable in its sole discretion upon delivery of written notice of termination to Owner, to terminate this Agreement if Owner makes any structural, operational or substantive change(s) to the Tank without Caldwell's prior written consent following the Effective Date and prior to the delivery of that notice (including without limitation, any addition or installation of any cellular antennas or brackets, but excluding structural, operational or substantive changes undertaken by Caldwell for Owner).

(b) In the event of the failure of either Party to pay any amounts due under this Agreement within ten (10) days after the due date therefor, or any failure of either Party to perform any other material term, condition or covenant under this Agreement to be observed or performed by it for more than ten (10) days after written notice of default shall have been given to that Party by the non-defaulting Party, then the non-defaulting Party may in its discretion, by written notice to the defaulting Party (and in addition to the non-defaulting Party's other rights and remedies provided for in this Agreement or under applicable law) either elect to cure that default or terminate this Agreement as of the date of such notice.

(c) No termination of this Agreement shall relieve a Party from obligation for its breach or default under this Agreement occurring prior to the effectiveness of such termination, or from its obligation to pay any Fees (and any related interest thereon) that have accrued under this Agreement prior to the effectiveness of such termination. Caldwell will have no obligation,

by reason of or following a termination of this Agreement for any reason, to refund any Fees already paid by Owner to Caldwell.

7. INDEPENDENT CONTRACTOR. In the performance of the Services, Caldwell will be an independent contractor of Owner for all purposes, and will not be deemed to be an agent or employee of, or a joint venturer or partner with, Owner. Caldwell will be permitted to employ any reasonable means and methods which Caldwell deems necessary or appropriate to perform the Services.

8. ASSIGNMENT AND SUBCONTRACTING. Owner may assign this Agreement only if made together with Owner's conveyance of its entire title in and to the Tank to the same assignee, and then only if that assignee assumes in writing all of Owner's obligations under this Agreement. Caldwell may assign this Agreement, in whole or in part, (a) as collateral security to any lender to Caldwell, (b) to any affiliate of Caldwell, (c) in connection with any sale, conveyance, assignment or transfer by Caldwell of substantially all of its assets, or (d) pursuant to a statutory merger of Caldwell with and into any other entity.

9. EXCLUSIONS AND LIMITATIONS. Any of the equipment, items, material, circumstances, or conditions set forth or described in the "Exclusions" section of the Proposal Letter.

10. FORCE MAJEURE. A Party will be relieved of its obligation to perform under this Agreement to the extent such performance shall be prevented, hindered or materially impaired, or shall be made substantially more difficult or costly, by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, Acts of God, or other circumstances not within the reasonable control of the Party the performance of which was so affected (each a "Force Majeure Event"). In addition, Caldwell will not be obligated to provide any Services with respect to any Tank defects or damages that are directly or indirectly caused by or the result of Acts of God or vandalism (other than graffiti). Nothing contained in this Section 10 will excuse the payment of any amounts owing pursuant to this Agreement.

11. MODIFICATIONS. The Parties agree that future mandated governmental requirements (e.g. security, health, safety, environmental, etc.) that cause significant changes in the costs of providing the Services (or any portions thereof) will be just causes for the modification of this Agreement upon the written request of Caldwell. Any modifications made by Owner to a Tank following the Effective Date, which have not been approved in advance by Caldwell in writing, will be excluded from the scope of this Agreement, and Caldwell will have no obligation to provide Services hereunder with respect to any portions of the Tank so modified or added through such modifications.

12. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties with respect to such subject matter. This Agreement will not be deemed to be amended, modified or supplemented by any terms or conditions set forth in any invoice forms, purchase order forms, acknowledgment forms, confirmations or other forms that may be delivered by one Party to the other Party following the date hereof. No oral or implied representations or understandings shall vary or supplement the terms of this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Once executed by Caldwell and delivered to Owner, this Agreement shall become null and void if not executed and returned by Owner to Caldwell in the form presented within thirty (30) days thereafter. Any notice, request, demand or other communication required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given on the second (2<sup>nd</sup>) business day after

being duly deposited in the United States Mail, postage prepaid, and addressed to the relevant party at its address set forth in the preamble of this Agreement, for the attention of "President." Any Party may change its address to which such communications are to be mailed to it thereunder, by notice delivered to the other Party in the manner contemplated in the preceding sentence.

WITNESS the signatures of the undersigned as of the date first written above.

CALDWELL TANKS, INC.

TOWN OF SMITHFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Peter M. Stephenson, Town Manager

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

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

("Caldwell")

("Owner")

APPENDIX A  
PROPOSAL LETTER

SEE ATTACHED

TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON)

Caldwell Tanks, Inc.  
4000 Tower Road  
Louisville, KY 40219

Telephone: (502) 964-3361  
Facsimile: (502) 966-8732

AND

Owner: Town of Smithfield  
Street Address: 310 Institute Street  
City, State, ZIP: Smithfield, VA 23430  
Attn: Sonja Pruitt  
Telephone: 757-365-4272  
Facsimile: 757-357-9933

FOR

150,000 Gallon Wilson Road Elevated Tank

**TANK ASSET PRESERVATION (TAP) PROGRAM  
ON-GOING MAINTENANCE (TAP-ON) AGREEMENT**

This Agreement (the “Agreement”) is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between Caldwell Tanks, Inc., having a principal office and place of business located at 4000 Tower Road, Louisville, Kentucky 40219 (“Caldwell”), and the Town of Smithfield, having a principal office and place of business located at 310 Institute Street, Smithfield, VA 23430 (“Owner”, and together with Caldwell, the “Parties”). It evidences Owner’s retention of Caldwell to perform certain inspection and maintenance services for Owner with respect to the “Tank” described below, and Caldwell’s agreement to perform those services, upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1. TANK. The tank of Owner that is the subject of this Agreement is as follows: 150,000 Gallon Wilson Road Elevated Tank (the “Tank”).

2. TERM. The term of this Agreement (“Term”) shall commence on the Effective Date set forth above and shall continue for ten (10) years or until this Agreement is terminated in accordance with Section 6 below.

3. SERVICES. During the Term, and subject to the limitations provided for in this Agreement, Caldwell agrees to perform for the Tank the services specifically identified in the “Scope of Work and Schedule of Fees” section of Caldwell’s response to the Request for Proposals issued by and submitted to Owner, dated September 27, 2011 (the “Scope of Services Section”), a copy of which submittal (the “Proposal Letter”) is attached hereto as Appendix A (collectively, the “Services”). The Scope of Services Section is incorporated herein by reference and made a part hereof. Caldwell shall contact Owner each year (or at such other relevant time(s)) to schedule Caldwell’s performance of the relevant Services, and Owner agrees to reasonably accommodate any dates requested by Caldwell for its performance of those Services. Caldwell will also furnish pressure relief valves, if needed, for Owner’s continued use of its water system while the Tank is required to be off-line for the performance of Services by Caldwell. Owner agrees to return all such valves to Caldwell promptly following the completion of the Services for which they were deployed.

4. COMPENSATION. Throughout the Term, Owner shall pay to Caldwell an annual preservation fee for the Services to be provided in the amount of \$32,423.00 (collectively, the “Fees”). The annual Fee shall be payable by Owner to Caldwell in equal quarterly installments of \$8,105.75 with the first such installment being due on the first (1<sup>st</sup>) day of the Term, and subsequent installments becoming due every ninety (90) days thereafter throughout the remainder of the Term, without set-off or deduction. The quarterly installments of each annual Fee shall be deemed to have been earned by Caldwell on the dates contemplated above, irrespective of the level or types of Services provided or to be provided by Caldwell. Beginning with the Fees payable for the second (2<sup>nd</sup>) year of the Term, and for each year thereafter, the Fees will be adjusted annually in accordance with the percentage increase or decrease in the Consumer Price Index for all Urban Consumers, U.S. City Average All Items, as published by the United States Department of Labor, Bureau of Labor Statistics (or such other successor index thereof). Any delinquent payment of the Fees may be subject to accrued

interest. Upon the termination of this Agreement for any reason, Owner will continue to be obligated for all Fee payments (and any interest thereon) that have become due prior to that termination (including any interest that may accrue thereafter).

5. LIMITED WARRANTY; EXCLUSIVE REMEDIES. Caldwell warrants to Owner that Caldwell will perform the Services in a workmanlike manner and consistent with customary industry standards, including without limitation, consistent with any applicable standards adopted from time to time by the American Water Works Association and the Steel Structures Painting Council. The limited warranty provided for in the preceding sentence will immediately become null and void and of no further force or effect, as it may relate to a particular component or portion of a Tank, in the event Owner or any other person or entity (other than Caldwell or its contractors and subcontractors) performs or causes to occur any modifications, repairs, enhancements, or improvements of or to that component or portion, including without limitation, any cleaning, painting or coating over any of the paint(s) or coating(s) applied to the Tank by Caldwell. CALDWELL MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALDWELL'S SOLE LIABILITY AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OR FAILURE OF THE LIMITED WARRANTY PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 5 SHALL BE THE REPAIR OR REPLACEMENT BY CALDWELL OF THE DEFECTIVE SERVICES WITH SERVICES THAT MEET THE STANDARDS SET FORTH IN THAT FIRST SENTENCE. A claim for breach of that limited warranty, in order to be valid and enforceable against Caldwell, must be asserted in writing by Owner prior to the first (1<sup>st</sup>) anniversary of Caldwell's provision of the relevant Services, and must describe in reasonable detail the nature of the defect or circumstance giving rise to the alleged breach of the limited warranty. CALDWELL WILL NOT AT ANY TIME BE LIABLE TO OWNER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR OTHER SIMILAR RELIEF.

6. TERMINATION.

(a) Owner has the right, exercisable in its sole discretion upon delivery of ninety (90) days prior written notice of termination to Caldwell, to terminate this Agreement. Caldwell has the right, exercisable in its sole discretion upon delivery of written notice of termination to Owner, to terminate this Agreement if Owner makes any structural, operational or substantive change(s) to the Tank without Caldwell's prior written consent following the Effective Date and prior to the delivery of that notice (including without limitation, any addition or installation of any cellular antennas or brackets, but excluding structural, operational or substantive changes undertaken by Caldwell for Owner).

(b) In the event of the failure of either Party to pay any amounts due under this Agreement within ten (10) days after the due date therefor, or any failure of either Party to perform any other material term, condition or covenant under this Agreement to be observed or performed by it for more than ten (10) days after written notice of default shall have been given to that Party by the non-defaulting Party, then the non-defaulting Party may in its discretion, by written notice to the defaulting Party (and in addition to the non-defaulting Party's other rights and remedies provided for in this Agreement or under applicable law) either elect to cure that default or terminate this Agreement as of the date of such notice.

(c) No termination of this Agreement shall relieve a Party from obligation for its breach or default under this Agreement occurring prior to the effectiveness of such termination, or from its obligation to pay any Fees (and any related interest thereon) that have accrued under this Agreement prior to the effectiveness of such termination. Caldwell will have no obligation,

by reason of or following a termination of this Agreement for any reason, to refund any Fees already paid by Owner to Caldwell.

7. INDEPENDENT CONTRACTOR. In the performance of the Services, Caldwell will be an independent contractor of Owner for all purposes, and will not be deemed to be an agent or employee of, or a joint venturer or partner with, Owner. Caldwell will be permitted to employ any reasonable means and methods which Caldwell deems necessary or appropriate to perform the Services.

8. ASSIGNMENT AND SUBCONTRACTING. Owner may assign this Agreement only if made together with Owner's conveyance of its entire title in and to the Tank to the same assignee, and then only if that assignee assumes in writing all of Owner's obligations under this Agreement. Caldwell may assign this Agreement, in whole or in part, (a) as collateral security to any lender to Caldwell, (b) to any affiliate of Caldwell, (c) in connection with any sale, conveyance, assignment or transfer by Caldwell of substantially all of its assets, or (d) pursuant to a statutory merger of Caldwell with and into any other entity.

9. EXCLUSIONS AND LIMITATIONS. Any of the equipment, items, material, circumstances, or conditions set forth or described in the "Exclusions" section of the Proposal Letter.

10. FORCE MAJEURE. A Party will be relieved of its obligation to perform under this Agreement to the extent such performance shall be prevented, hindered or materially impaired, or shall be made substantially more difficult or costly, by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, Acts of God, or other circumstances not within the reasonable control of the Party the performance of which was so affected (each a "Force Majeure Event"). In addition, Caldwell will not be obligated to provide any Services with respect to any Tank defects or damages that are directly or indirectly caused by or the result of Acts of God or vandalism (other than graffiti). Nothing contained in this Section 10 will excuse the payment of any amounts owing pursuant to this Agreement.

11. MODIFICATIONS. The Parties agree that future mandated governmental requirements (e.g. security, health, safety, environmental, etc.) that cause significant changes in the costs of providing the Services (or any portions thereof) will be just causes for the modification of this Agreement upon the written request of Caldwell. Any modifications made by Owner to a Tank following the Effective Date, which have not been approved in advance by Caldwell in writing, will be excluded from the scope of this Agreement, and Caldwell will have no obligation to provide Services hereunder with respect to any portions of the Tank so modified or added through such modifications.

12. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties with respect to such subject matter. This Agreement will not be deemed to be amended, modified or supplemented by any terms or conditions set forth in any invoice forms, purchase order forms, acknowledgment forms, confirmations or other forms that may be delivered by one Party to the other Party following the date hereof. No oral or implied representations or understandings shall vary or supplement the terms of this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. Once executed by Caldwell and delivered to Owner, this Agreement shall become null and void if not executed and returned by Owner to Caldwell in the form presented within thirty (30) days thereafter. Any notice, request, demand or other communication required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given on the second (2<sup>nd</sup>) business day after

being duly deposited in the United States Mail, postage prepaid, and addressed to the relevant party at its address set forth in the preamble of this Agreement, for the attention of "President." Any Party may change its address to which such communications are to be mailed to it thereunder, by notice delivered to the other Party in the manner contemplated in the preceding sentence.

WITNESS the signatures of the undersigned as of the date first written above.

CALDWELL TANKS, INC.

TOWN OF SMITHFIELD

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Peter M. Stephenson, Town Manager

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

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

("Caldwell")

("Owner")

APPENDIX A  
PROPOSAL LETTER

SEE ATTACHED

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>		
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Remaining</b>	<b>% of</b>
			<b>Budget</b>	<b>budget</b>
<b>Revenue</b>				
<b>General Fund revenues</b>				
<b>Real Estate Tax</b>				
Current RE Tax	1,712,000.00	1,675,877.62	36,122.38	97.89%
Delinquent RE Tax	25,000.00	16,341.73	8,658.27	65.37%
Current RE Penalty	5,100.00	869.35	4,230.65	17.05%
Delinquent RE Penalty	2,400.00	1,962.20	437.80	81.76%
Current RE Interest	1,025.00	-	1,025.00	0.00%
Delinquent RE Interest	4,300.00	2,114.03	2,185.97	49.16%
<b>Total Real Estate Taxes</b>	<b>1,749,825.00</b>	<b>1,697,164.93</b>	<b>52,660.07</b>	<b>96.99%</b>
<b>Personal Property Tax</b>				
Current PP Tax	850,000.00	764,023.25	85,976.75	89.89%
Delinquent PP Tax	50,000.00	3,505.58	46,494.42	7.01%
Current PP Penalty	10,725.00	3,158.09	7,566.91	29.45%
Delinquent PP Penalty	3,100.00	2,545.24	554.76	82.10%
Current PP Interest	650.00	-	650.00	0.00%
Delinquent PP Interest	5,000.00	1,334.92	3,665.08	26.70%
<b>Total Personal Property Tax</b>	<b>919,475.00</b>	<b>774,567.08</b>	<b>144,907.92</b>	<b>84.24%</b>
<b>Miscellaneous Receipts Over/Short</b>	<b>15.00</b>	<b>(15.58)</b>	<b>30.58</b>	<b>-103.87%</b>
<b>Total Over/Short</b>	<b>15.00</b>	<b>(15.58)</b>	<b>30.58</b>	<b>-103.87%</b>
<b>Other Taxes</b>				
Franchise Tax	137,620.00	-	137,620.00	0.00%
Cigarette Tax	140,000.00	75,663.10	64,336.90	54.05%
Transient Occupancy Tax	130,000.00	87,518.95	42,481.05	67.32%
Meals Tax-4%	776,000.00	372,151.88	403,848.12	47.96%
Meals Tax-1%	194,000.00	93,037.97	100,962.03	47.96%
Communications Tax	258,000.00	79,070.19	178,929.81	30.65%
Rolling Stock	25.00	18.20	6.80	72.80%
Rental Tax	1,300.00	1,223.90	76.10	94.15%
Sales Tax	259,000.00	133,779.73	125,220.27	51.65%
Consumption Tax	51,000.00	16,563.02	34,436.98	32.48%
Utility Tax	200,000.00	66,086.26	133,913.74	33.04%
<b>Total Other Local Taxes</b>	<b>2,146,945.00</b>	<b>925,113.20</b>	<b>1,221,831.80</b>	<b>43.09%</b>

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
<b><u>Licenses, Permits &amp; Privilege Fees</u></b>				
Business Licenses	337,000.00	24,476.05	312,523.95	7.26%
Business Licenses Penalty	1,000.00	1,505.44	(505.44)	150.54%
Business Licenses Interest	800.00	668.67	131.33	83.58%
Business License-Application fee	-	200.00	(200.00)	#DIV/0!
Permits & Other License	8,125.00	4,315.12	3,809.88	53.11%
WC Dog Park Registration	1,860.00	348.00	1,512.00	18.71%
Inspection Fees	-	-	-	#DIV/0!
Bid packages-Contractors	-	300.00	(300.00)	#DIV/0!
Consultant Review Fees	5,000.00	6,536.50	(1,536.50)	130.73%
Taxi Fees	-	-	-	#DIV/0!
Street Lights Installation	-	-	-	#DIV/0!
Street Lights Service	-	-	-	#DIV/0!
Vehicle License Tags	-	30.00	(30.00)	#DIV/0!
Vehicle License	130,000.00	110,897.13	19,102.87	85.31%
<b>Total Licenses, permits and privilege fees</b>	<b>483,785.00</b>	<b>149,276.91</b>	<b>334,508.09</b>	<b>30.86%</b>
<b><u>Fines &amp; Costs</u></b>				
Development Violation Fine	-	-	-	#DIV/0!
Public Defender Fee	-	-	-	#DIV/0!
Fines & Costs	71,000.00	23,626.69	47,373.31	33.28%
<b>Total Fines &amp; Forfeitures</b>	<b>71,000.00</b>	<b>23,626.69</b>	<b>47,373.31</b>	<b>33.28%</b>
<b><u>From Use of Money and Property</u></b>				
General Fund Interest	14,300.00	5,057.74	9,242.26	35.37%
Beautification Fund Interest	135.00	381.88	(246.88)	282.87%
Rentals	21,000.00	10,339.05	10,660.95	49.23%
Smithfield Center Rentals	125,000.00	80,336.16	44,663.84	64.27%
Smithfield Center Vendor Programs	3,000.00	425.00	2,575.00	14.17%
Windsor Castle Event Rentals	4,000.00	850.00	3,150.00	21.25%
Sale of Equipment	1,000.00	2,625.01	(1,625.01)	262.50%
Lease of Land	500.00	500.00	-	100.00%
<b>Total revenue from use of money and property</b>	<b>168,935.00</b>	<b>100,514.84</b>	<b>68,420.16</b>	<b>59.50%</b>
<b><u>Miscellaneous Revenue</u></b>				
Other Revenue	3,600.00	5,075.07	(1,475.07)	140.97%
Tourism Bureau-Walking Tours	-	-	-	#DIV/0!
Basse's Choice Electric	-	-	-	#DIV/0!

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
Cash Proffer Revenues	-	3,000.00	(3,000.00)	#DIV/0!
Obici Foundation Wellness Grant	-	-	-	#DIV/0!
Virginia Municipal Group Safety Grant	2,000.00	-	2,000.00	0.00%
<b>Total Miscellaneous Revenue</b>	5,600.00	8,075.07	(2,475.07)	144.20%
<b><u>From Reserves</u></b>				
Restricted Reserves-Beautification	596,524.00	458,342.47	138,181.53	76.84%
Police CD	-	-	-	#DIV/0!
From Operating Reserves	-	-	-	#DIV/0!
<b>Total From Reserves</b>	596,524.00	458,342.47	138,181.53	76.84%
<b><u>Intergovernmental Virginia</u></b>				
Law Enforcement	161,533.00	80,766.00	80,767.00	50.00%
Litter Control Grant	3,078.00	2,609.00	469.00	84.76%
Police Block Grants-State	10,000.00	-	10,000.00	0.00%
Fire Programs	17,447.00	18,568.00	(1,121.00)	106.43%
VCA Grant	5,000.00	5,000.00	-	100.00%
Fuel Refund (state)	7,000.00	3,723.48	3,276.52	53.19%
Asset Forfeiture	-	-	-	#DIV/0!
<b>Total State Revenue</b>	204,058.00	110,666.48	93,391.52	54.23%
<b><u>Intergovernmental Federal</u></b>				
Federal Grants	1,250.00	3,369.75	(2,119.75)	269.58%
ARRA Federal Stimulus Regional Share	-	-	-	#DIV/0!
ARRA Federal Stimulus-Police	-	-	-	#DIV/0!
Urban Fund Partial Use Allocation	981,545.00	-	981,545.00	0.00%
Federal Grant-Transportation Enhancement Program	-	-	-	#DIV/0!
Section 8 rentals	-	-	-	#DIV/0!
Pinewood Heights CDBG Relocation Grant	-	71,000.00	(71,000.00)	#DIV/0!
Pinewood Heights Planning Grant	-	-	-	#DIV/0!
Federal Fuel Income	8,300.00	-	8,300.00	0.00%
<b>Total Federal Revenue</b>	991,095.00	74,369.75	916,725.25	7.50%
<b><u>Other Financing Sources</u></b>				
<b><u>Operating Transfers In</u></b>				
Transfer In for Debt Service	-	-	-	#DIV/0!
<b>Total Operating Transfers In</b>	-	-	-	0.00%



<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
Description	Adopted Budget 2011/2012	Actual as of 12/31/11	Remaining Budget	% of budget
<b>GENERAL GOVERNMENT</b>				
<b><u>Town Council</u></b>				
Salaries	42,000.00	20,535.00	21,465.00	48.89%
FICA	3,585.00	1,862.53	1,722.47	51.95%
Employee Wellness/Assistance Plan	1,900.00	908.08	991.92	47.79%
Legal Fees	35,000.00	10,661.37	24,338.63	30.46%
Election Expense	3,000.00	-	3,000.00	0.00%
Maintenance contracts-Bradshaw-Kimbrel	600.00	100.00	500.00	16.67%
Advertising	20,000.00	9,324.70	10,675.30	46.62%
Engineering	-	-	-	#DIV/0!
Professional Services	1,200.00	6,587.56	(5,387.56)	548.96%
Records Management maint & upgrades-scanner & software	8,600.00	5,590.00	3,010.00	65.00%
Site Plan Review	5,000.00	2,689.00	2,311.00	53.78%
Communications	3,600.00	1,734.22	1,865.78	48.17%
Insurance	26,345.00	13,172.68	13,172.32	50.00%
Supplies	25,000.00	7,270.07	17,729.93	29.08%
Travel & Training	7,000.00	2,553.94	4,446.06	36.48%
Subscriptions/Memberships	9,000.00	8,192.00	808.00	91.02%
Council Approved Items	10,000.00	4,204.84	5,795.16	42.05%
Public Defender Fees	2,000.00	240.00	1,760.00	12.00%
Bank Charges	200.00	266.41	(66.41)	133.21%
SpecialProjects	1,000.00	25.70	974.30	2.57%
Smithfield CHIPS program	4,500.00	2,034.00	2,466.00	45.20%
Update Town Charter & Code	1,500.00	1,608.00	(108.00)	107.20%
Education /Clerk	-	-	-	#DIV/0!
Annual Christmas Parade	300.00	-	300.00	0.00%
Council Approved Hwy	(20,595.00)	-	(20,595.00)	0.00%
<b>Total Town Council</b>	<b>190,735.00</b>	<b>99,560.10</b>	<b>91,174.90</b>	<b>52.20%</b>
<b><u>Town Manager</u></b>				
Salaries	182,935.00	83,283.42	99,651.58	45.53%
FICA	14,640.00	6,418.27	8,221.73	43.84%
VSRS	19,175.00	7,432.02	11,742.98	38.76%
Health	31,250.00	18,801.40	12,448.60	60.16%
Auto Expense	500.00	509.61	(9.61)	101.92%
Maintenance Contracts	1,200.00	635.70	564.30	52.98%
Communications	12,000.00	5,748.44	6,251.56	47.90%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
Insurance	2,600.00	1,294.38	1,305.62	49.78%
Supplies	5,000.00	2,194.84	2,805.16	43.90%
<b>Dues &amp; Subscriptions</b>	<b>2,800.00</b>	<b>2,248.46</b>	<b>551.54</b>	<b>80.30%</b>
Computer & technology expenses	16,000.00	6,549.74	9,450.26	40.94%
<b>Travel &amp; Training</b>	<b>7,000.00</b>	<b>5,777.46</b>	<b>1,222.54</b>	<b>82.54%</b>
Other	100.00	3.68	96.32	3.68%
TM Allocated to Hwy	(5,715.00)	-	(5,715.00)	0.00%
<b>Total Town Manager</b>	<b>289,485.00</b>	<b>140,897.42</b>	<b>148,587.58</b>	<b>48.67%</b>
<b><u>Treasurer</u></b>				
Salaries	191,185.00	84,173.90	107,011.10	44.03%
FICA	15,300.00	6,486.90	8,813.10	42.40%
VSRS	17,400.00	7,123.09	10,276.91	40.94%
Health	17,700.00	10,276.64	7,423.36	58.06%
Audit	19,450.00	18,650.00	800.00	95.89%
Depreciation Software	1,300.00	-	1,300.00	0.00%
Communications	7,100.00	3,595.64	3,504.36	50.64%
Data Processing	20,000.00	8,044.59	11,955.41	40.22%
<b>Service Contracts</b>	<b>16,000.00</b>	<b>14,184.10</b>	<b>1,815.90</b>	<b>88.65%</b>
Insurance	2,250.00	1,117.34	1,132.66	49.66%
Supplies	15,000.00	3,866.55	11,133.45	25.78%
<b>Dues &amp; Subscriptions</b>	<b>2,200.00</b>	<b>1,547.11</b>	<b>652.89</b>	<b>70.32%</b>
Credit Card Processing	1,000.00	503.63	496.37	50.36%
Cigarette Tax Stamps	2,240.00	-	2,240.00	0.00%
Travel & Training	1,000.00	51.12	948.88	5.11%
Other	200.00	-	200.00	0.00%
Treasurer Alloc to Hwy	(10,620.00)	-	(10,620.00)	0.00%
<b>Total Treasurer</b>	<b>318,705.00</b>	<b>159,620.61</b>	<b>159,084.39</b>	<b>50.08%</b>
<b><u>PUBLIC SAFETY</u></b>				
<b><u>Police Department</u></b>				
Salaries	1,295,235.00	571,176.25	724,058.75	44.10%
FICA	103,620.00	44,457.10	59,162.90	42.90%
VSRS	123,190.00	50,563.46	72,626.54	41.05%
<b>Health Insurance</b>	<b>181,400.00</b>	<b>98,931.98</b>	<b>82,468.02</b>	<b>54.54%</b>
Pre-employ screening/Emp Medical	2,000.00	923.00	1,077.00	46.15%
Uniforms	34,000.00	9,315.04	24,684.96	27.40%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
<b>Service Contracts</b>	<b>35,000.00</b>	<b>28,235.96</b>	<b>6,764.04</b>	<b>80.67%</b>
Communications	54,000.00	28,693.80	25,306.20	53.14%
Computer & Technology Expenses	10,000.00	3,742.57	6,257.43	37.43%
Insurance	46,735.00	23,365.08	23,369.92	49.99%
<b>Ins. - LODA</b>	<b>4,400.00</b>	<b>5,145.58</b>	<b>(745.58)</b>	<b>116.95%</b>
Materials & Supplies	30,500.00	16,926.01	13,573.99	55.50%
Dues & Subscriptions	4,000.00	1,669.00	2,331.00	41.73%
Equipment	11,000.00	5,654.19	5,345.81	51.40%
Radio & Equipment repairs	3,500.00	52.50	3,447.50	1.50%
<b>Vehicle Maintenance</b>	<b>35,000.00</b>	<b>23,272.60</b>	<b>11,727.40</b>	<b>66.49%</b>
Hurricane Irene Expenses	-	778.49	(778.49)	#DIV/0!
Gas	75,000.00	38,008.56	36,991.44	50.68%
Tires	6,000.00	2,702.26	3,297.74	45.04%
<b>Travel &amp; Training</b>	<b>20,000.00</b>	<b>13,878.56</b>	<b>6,121.44</b>	<b>69.39%</b>
Accreditation	3,000.00	-	3,000.00	0.00%
Special Events-move to supplies	-	332.00	(332.00)	#DIV/0!
Crimes Network	10,000.00	-	10,000.00	0.00%
Police Grants	25,625.00	6,432.30	19,192.70	25.10%
Investigation expenses	2,500.00	500.00	2,000.00	20.00%
Moving Expenses	3,500.00	-	3,500.00	0.00%
Other	-	106.01	(106.01)	#DIV/0!
<b>Total Police Department</b>	<b>2,119,205.00</b>	<b>974,862.30</b>	<b>1,144,342.70</b>	<b>46.00%</b>
<b><u>Fire Department</u></b>				
Salaries (Contribution to County)	30,000.00	-	30,000.00	0.00%
Member Physicals	1,000.00	1,072.00	(72.00)	107.20%
Uniforms	1,200.00	-	1,200.00	0.00%
<b>Protective Clothing</b>	<b>8,000.00</b>	<b>10,696.73</b>	<b>(2,696.73)</b>	<b>133.71%</b>
Communications	10,300.00	3,069.61	7,230.39	29.80%
Computer & Technology Expenses	1,000.00	391.45	608.55	39.15%
<b>Insurance</b>	<b>20,183.00</b>	<b>19,667.50</b>	<b>515.50</b>	<b>97.45%</b>
<b>Materials &amp; Supplies</b>	<b>2,000.00</b>	<b>2,029.64</b>	<b>(29.64)</b>	<b>101.48%</b>
Radio Repairs & Maint	200.00	115.00	85.00	57.50%
<b>Truck Operation &amp; Maint.</b>	<b>5,000.00</b>	<b>3,735.05</b>	<b>1,264.95</b>	<b>74.70%</b>
Gas & Tires	17,000.00	8,560.08	8,439.92	50.35%
<b>Maintenance Contracts</b>	<b>6,000.00</b>	<b>2,000.00</b>	<b>4,000.00</b>	<b>33.33%</b>
Fuel Fund & Travel	13,000.00	-	13,000.00	0.00%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
Annual Meeting	200.00	-	200.00	0.00%
State Pass Thru	17,447.00	-	17,447.00	0.00%
<b>Total Fire Department</b>	<b>132,530.00</b>	<b>51,337.06</b>	<b>81,192.94</b>	<b>38.74%</b>
<b><u>Contributions-Public Safety</u></b>				
Rescue Squad - Contrib.	75,000.00	18,750.00	56,250.00	25.00%
Rescue Squad-Salaries (to County) & shared maintenance	30,000.00	-	30,000.00	0.00%
E911 Dispatch Center	52,930.00	3,755.33	49,174.67	7.09%
Fire Department Rescue Truck	10,000.00	-	10,000.00	0.00%
<b>Total Contributions-Public Safety</b>	<b>167,930.00</b>	<b>22,505.33</b>	<b>145,424.67</b>	<b>13.40%</b>
<b><u>PARKS, RECREATION &amp; CULTURAL</u></b>				
<b><u>Smithfield Center</u></b>				
Salaries	181,165.00	80,705.13	100,459.87	44.55%
FICA	14,495.00	6,440.51	8,054.49	44.43%
VSRS	12,685.00	5,284.00	7,401.00	41.66%
Health	22,545.00	13,149.71	9,395.29	58.33%
Uniforms	1,200.00	556.65	643.35	46.39%
Contracted Services	13,000.00	7,929.32	5,070.68	60.99%
Retail Sales & Use Tax	500.00	57.08	442.92	11.42%
Utilities	35,000.00	12,312.27	22,687.73	35.18%
Communications	21,050.00	8,854.24	12,195.76	42.06%
Computer & technology expenses	2,500.00	(497.37)	2,997.37	-19.89%
Insurance	4,320.00	2,158.64	2,161.36	49.97%
Kitchen Supplies	4,000.00	3,161.31	838.69	79.03%
Office Supplies/Other Supplies	5,000.00	1,734.23	3,265.77	34.68%
Food Service & Beverage Supplies	8,000.00	2,848.06	5,151.94	35.60%
AV Supplies	1,000.00	184.38	815.62	18.44%
Equipment	-	4,200.00	(4,200.00)	#DIV/0!
Repairs & Maintenance	50,000.00	39,109.01	10,890.99	78.22%
Hurricane Irene Repairs & Maintenance	-	5,926.13	(5,926.13)	#DIV/0!
Landscaping	10,000.00	5,042.37	4,957.63	50.42%
Travel & Training	2,500.00	1,091.33	1,408.67	43.65%
Programming Expenses	1,000.00	-	1,000.00	0.00%
Advertising	23,500.00	16,374.55	7,125.45	69.68%
Refund event deposits	5,000.00	1,361.81	3,638.19	27.24%
Other	-	-	-	#DIV/0!

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>		
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Remaining</b>	<b>% of</b>
			<b>Budget</b>	<b>budget</b>
Credit card processing expense	2,500.00	1,845.75	654.25	73.83%
<b>Total Smithfield Center</b>	420,960.00	219,829.11	201,130.89	52.22%
<b><u>Contributions-Parks, Recreation and Cultural</u></b>				
Farmers Market	3,000.00	3,000.00	-	100.00%
Hampton Roads Partnership	1,960.00	1,960.00	-	100.00%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Library	36,000.00	18,000.00	18,000.00	50.00%
Total Contributions-Park, Recreation and Cultural	50,960.00	32,960.00	18,000.00	64.68%
<b><u>Parks &amp; Recreation</u></b>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	-	500.00	0.00%
Pinewood Playground	500.00	2,380.16	(1,880.16)	476.03%
Clontz Park	4,000.00	827.79	3,172.21	20.69%
Windsor Castle	80,000.00	20,090.32	59,909.68	25.11%
Community Wellness Initiative	-	8,728.49	(8,728.49)	#DIV/0!
Cypress Creek-No Wake Zone	-	324.00	(324.00)	#DIV/0!
Waterworks Dam	4,000.00	-	4,000.00	0.00%
Fireworks	2,000.00	-	2,000.00	0.00%
Total Parks & Recreation	91,600.00	32,350.76	59,249.24	35.32%
<b>COMMUNITY DEVELOPMENT</b>				
<b>Pinewood Heights</b>				
<b>Non-CDBG Contributed Operating Expenses</b>				
<b><u>Administration</u></b>				
Precontract/ERR	-	-	-	#DIV/0!
Management Assistance	-	4,633.64	(4,633.64)	#DIV/0!
Monitoring/Closeout	-	-	-	#DIV/0!
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households	-	98,000.00	(98,000.00)	#DIV/0!
Renter Occupied Households	-	29,564.64	(29,564.64)	#DIV/0!
Relocation Specialist	-	-	-	#DIV/0!
<b><u>Acquisition Specialist</u></b>	-	-	-	#DIV/0!

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
Description	Adopted Budget 2011/2012	Actual as of 12/31/11	Remaining Budget	% of budget
<b><u>Clearance &amp; Demolition</u></b>	-	30,447.50	(30,447.50)	#DIV/0!
<b><u>Phase II Planning Grant</u></b>	-	-	-	#DIV/0!
<b>Subtotal Non CDBG</b>	-	162,645.78	(162,645.78)	#DIV/0!
<b>CDBG Contributed Operating Expenses</b>				
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households	-	-	-	#DIV/0!
Renter Occupied Households	-	-	-	#DIV/0!
<b><u>Clearance &amp; Demolition</u></b>	-	-	-	#DIV/0!
<b><u>Phase II Planning Grant</u></b>	-	8,022.82	(8,022.82)	#DIV/0!
<b>Subtotal CDBG</b>	-	8,022.82	(8,022.82)	#DIV/0!
<b>Total Pinewood Heights Contributions</b>	-	170,668.60	(170,668.60)	#DIV/0!
<b><u>Contributions-Community Development</u></b>				
APVA Courthouse Contribution	5,000.00	-	5,000.00	0.00%
Chamber of Commerce	6,000.00	6,000.00	-	100.00%
Christian Outreach	3,000.00	3,000.00	-	100.00%
Genieve Shelter	9,000.00	9,000.00	-	100.00%
TRIAD	1,650.00	-	1,650.00	0.00%
<b>Tourism Bureau</b>	208,112.00	59,728.35	148,383.65	28.70%
Western Tidewater Free Clinic	20,000.00	20,000.00	-	100.00%
<b>YMCA Projects</b>	50,000.00	-	50,000.00	0.00%
<b>Total Contributions-Community Development</b>	302,762.00	97,728.35	205,033.65	32.28%
<b><u>PUBLIC WORKS</u></b>				
<b>Planning, Engineering &amp; Public Works</b>				
Salaries	210,810.00	95,840.78	114,969.22	45.46%
FICA	16,865.00	7,386.02	9,478.98	43.79%
VSRS	21,870.00	8,133.18	13,736.82	37.19%
<b>Health</b>	31,725.00	18,947.71	12,777.29	59.72%
Uniforms	2,000.00	636.23	1,363.77	31.81%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
	<b>Adopted Budget</b>	<b>Actual as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
Contractual	8,500.00	2,955.08	5,544.92	34.77%
GIS	3,500.00	-	3,500.00	0.00%
Recycling	62,000.00	21,253.58	40,746.42	34.28%
Trash Collection	385,000.00	192,419.70	192,580.30	49.98%
Street Lights	25,000.00	2,669.50	22,330.50	10.68%
Communications	12,000.00	5,223.62	6,776.38	43.53%
Safety Meetings	1,000.00	217.57	782.43	21.76%
Insurance	7,210.00	3,602.84	3,607.16	49.97%
Materials & Supplies	6,000.00	2,357.63	3,642.37	39.29%
Repairs & Maintenance	10,000.00	2,360.47	7,639.53	23.60%
Hurricane Irene Expenses	-	73,961.62	(73,961.62)	#DIV/0!
Gas & Tires	8,500.00	4,194.02	4,305.98	49.34%
Travel & Training	6,000.00	1,150.26	4,849.74	19.17%
Haydens Lane Maintenance	3,500.00	148.59	3,351.41	4.25%
Veterans War Memorial	1,000.00	260.00	740.00	26.00%
Streetscape improvements-non capital expenses (web)	-	-	-	#DIV/0!
Litter Control Grant	3,078.00	-	3,078.00	0.00%
Dues & Subscriptions-	2,000.00	713.00	1,287.00	35.65%
Other	1,000.00	401.03	598.97	40.10%
Public Works Alloc to Hwy	(7,700.00)	-	(7,700.00)	0.00%
<b>Total Public Works</b>	<b>820,858.00</b>	<b>444,832.43</b>	<b>376,025.57</b>	<b>54.19%</b>
<b>PUBLIC BUILDINGS</b>				
<b>Public Buildings</b>				
Salaries	20,515.00	8,469.35	12,045.65	41.28%
FICA	1,645.00	744.87	900.13	45.28%
Contractual	4,000.00	1,880.94	2,119.06	47.02%
Communications	3,750.00	1,355.19	2,394.81	36.14%
Utilities	43,000.00	18,899.71	24,100.29	43.95%
Insurance	2,005.00	1,001.96	1,003.04	49.97%
Materials & Supplies	2,500.00	2,278.17	221.83	91.13%
Materials & Supplies-New Buildings-TM	-	7,565.35	(7,565.35)	#DIV/0!
Materials & Supplies-New Buildings-PD	-	27,313.60	(27,313.60)	#DIV/0!
Repairs & Maintenance	38,000.00	14,263.21	23,736.79	37.53%
Hurricane Irene Expenses	-	23.88	(23.88)	#DIV/0!
Rent Expense-Office Space	34,240.00	28,534.15	5,705.85	83.34%
Other	1,000.00	632.25	367.75	63.23%
Alloc Costs to Hwy	(9,935.00)	-	(9,935.00)	0.00%

<b>Town of Smithfield</b>				
<b>General Fund Operating Budget</b>				
Description	Adopted Budget 2011/2012	Actual as of 12/31/11	Remaining Budget	% of budget
Total Public Buildings	140,720.00	112,962.63	27,757.37	80.27%
<b>OTHER FINANCING USES</b>				
<b>Other Financing Uses</b>				
Transfers to Operating Reserves	-	714,472.64	(714,472.64)	#DIV/0!
Transfers to Restricted Reserves-Special Projects (Pinewood)	-	-	-	#DIV/0!
Transfers to Restricted Reserves-S Church Street Project	-	-	-	#DIV/0!
<b>Total Transfers from Reserves</b>	-	714,472.64	(714,472.64)	#DIV/0!
<b>DEBT SERVICE</b>				
<b>Debt Service</b>				
<b>Principal Retirement</b>				
Public Buildings-Capital lease generator	10,000.00	-	10,000.00	0.00%
Public Building Acquisition	18,255.00	-	18,255.00	0.00%
<b>Line of Credit Retirement-interest</b>	5,000.00	-	5,000.00	0.00%
<b>Interest and fiscal charges</b>				
Public Buildings-Capital lease generator	2,100.00	-	2,100.00	0.00%
Public Building Acquisition	34,720.88	17,360.44	17,360.44	50.00%
Total Debt Service	70,075.88	17,360.44	52,715.44	24.77%
<b>Total General Fund Expenses</b>				
	5,116,525.88	3,291,947.78	1,824,578.10	64.34%
<b>Less Expenses related to capital projects:</b>				
Legal Fees	-	-	-	
Professional Fees	-	-	-	
Pinewood Heights Relocation Project Expenses	-	(170,668.60)	170,668.60	
Pinewood Heights Line of Credit Expenses	(5,000.00)	-	(5,000.00)	
Total Non-operating Expenses	(5,000.00)	(170,668.60)	165,668.60	3413.37%
<b>Total General Fund Operating Expenses</b>				
	5,111,525.88	3,121,279.18	1,990,246.70	61.06%
<b>Net Operating Reserve (+/-)</b>				
	1,300,486.12	1,049,174.16	251,311.96	80.68%
<b>Net Reserve (+/-)</b>				
	3,036,072.12	1,058,184.62	1,977,887.50	34.85%

	2011/2012 Adopted Budget	2011/2012 Actual 12/31/2011	Remain Budget	% of Budget	
<b>Net Operating Reserves (Deficit)</b>	<b>3,036,072.12</b>	1,058,184.62	1,977,887.50	34.85%	
<b>Capital Outlay General Fund</b>					
<b>GENERAL GOVERNMENT</b>					
<b>COMMUNITY DEVELOPMENT</b>					
<b>Pinewood Heights Relocation-CIP</b>					
<b>Non CDBG Capital Acquisition</b>					
Owner Occupied Units		(104.68)	104.68		
Renter Occupied Units		-	-	#DIV/0!	
Vacant Lots	-	-	-	#DIV/0!	
Appraisal/Legal		(750.00)	750.00	#DIV/0!	
Subtotal Non CDBG Capital Acquisition	-	(854.68)	854.68	#DIV/0!	
			-		
<b>CDBG Capital Acquisition-MY2</b>					
Owner Occupied Units	-	(71,000.00)	71,000.00	#DIV/0!	
Renter Occupied Units		-	-	#DIV/0!	
Vacant Lots	-	-	-	#DIV/0!	
Subtotal CDBG Capital Acquisition	-	(71,000.00)	71,000.00	#DIV/0!	
<b>Total Pinewood Heights Relocation CIP</b>	-	(71,854.68)	71,854.68	#DIV/0!	
			-		
<b>Total Pinewood Heights Relocation CIP</b>		(71,854.68)	71,854.68	#DIV/0!	
<b>PARKS, RECREATION AND CULTURAL</b>					
<b>Windsor Castle</b>	(20,000.00)	-	(20,000.00)	0.00%	
<b>PUBLIC SAFETY</b>					
<b>Police</b>					
<b>Police Vehicles</b>	(84,000.00)	973.97	(84,973.97)	-1.16%	
<b>PUBLIC WORKS</b>					
Vehicles and Equipment	(20,000.00)	-	(20,000.00)	0.00%	amended for sally port
N/S Church St Streetscape Improvements	(1,978,069.00)	(645,007.57)	(1,333,061.43)	32.61%	



Town of Smithfield					
Sewer Fund Budget					
	Adopted Budget	Balance as of		Remaining	% of
	2011/2012	12/31/11		Budget	budget
<b>Revenue</b>					
<b>Operating Revenues</b>					
Sewer Charges	669,500.00	316,128.49		353,371.51	47.22%
Sewer Compliance Fee	488,255.00	243,789.86		244,465.14	49.93%
VML Safety Grant	-	2,000.00		(2,000.00)	#DIV/0!
Miscellaneous Revenue	500.00	47.00		453.00	9.40%
Connection fees	31,600.00	10,250.00		21,350.00	32.44%
<b>Total Operating Revenue</b>	<b>1,189,855.00</b>	<b>572,215.35</b>		<b>617,639.65</b>	<b>48.09%</b>
<b>Town of Smithfield</b>					
<b>Sewer Fund Budget</b>					
	Adopted Budget	Balance as of		Remaining	% of
Description	2011/2012	12/31/11		Budget	budget
<b>Expenses</b>					
<b>Operating Expenses</b>					
Salaries	259,150.00	134,616.51		124,533.49	51.95%
FICA	20,735.00	10,374.28		10,360.72	50.03%
VSRS	25,915.00	11,451.85		14,463.15	44.19%
Health	40,315.00	22,093.94		18,221.06	54.80%
Uniforms	2,500.00	893.65		1,606.35	35.75%
Audit & Legal Fees	23,000.00	13,114.19		9,885.81	57.02%
Engineering		-		-	#DIV/0!
HRPDC-FOG	524.00	449.50		74.50	85.78%
HRPDC sewer programs	482.00	-		482.00	0.00%
Maintenance & Repairs	70,000.00	20,887.07		49,112.93	29.84%
Hurricane Irene Expenses	-	4,184.66		(4,184.66)	#DIV/0!
Professional services	-	-		-	#DIV/0!
Beam Maintenance	-	-		-	#DIV/0!
VAC Truck Repairs & Maintenance	5,250.00	3,845.08		1,404.92	73.24%
Data Processing	17,500.00	6,033.46		11,466.54	34.48%
Dues & Subscriptions	50.00	129.00		(79.00)	258.00%
Utilities	40,000.00	15,719.70		24,280.30	39.30%
SCADA Expenses	3,000.00	1,313.85		1,686.15	43.80%
Telephone	16,500.00	5,967.83		10,532.17	36.17%
Insurance	14,000.00	6,990.22		7,009.78	49.93%
Materials & Supplies	46,000.00	8,442.71		37,557.29	18.35%

Truck Operations	12,000.00	5,890.86	6,109.14	49.09%	
Fuel-Sewer Equipment		-	-	#DIV/0!	
Travel & Training	4,000.00	-	4,000.00	0.00%	
<b>Contractual</b>	<b>2,000.00</b>	<b>1,116.35</b>	<b>883.65</b>	<b>55.82%</b>	
Miscellaneous	600.00	152.50	447.50	25.42%	
Bad Debt Expense	2,400.00	-	2,400.00	0.00%	
Bank Service Charges	325.00	-	325.00	0.00%	
<b>Total Sewer Fund Operating Expenses before D&amp;A Exp.</b>	<b>606,246.00</b>	<b>273,667.21</b>	<b>332,578.79</b>	<b>45.14%</b>	
<b>Operating Income before D&amp;A Expense</b>	<b>583,609.00</b>	<b>298,548.14</b>	<b>285,060.86</b>	<b>51.16%</b>	
<b>Depreciation &amp; Amort. Exp.</b>	<b>448,620.00</b>	<b>205,361.94</b>	<b>243,258.06</b>	<b>45.78%</b>	
<b>Operating Income (Loss)</b>	<b>134,989.00</b>	<b>93,186.20</b>	<b>41,802.80</b>	<b>69.03%</b>	
<b>Nonoperating Revenues (Expenses)</b>					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	82,400.00	25,340.00	57,060.00	30.75%	
Insurance Reimbursements		-	-	#DIV/0!	
VDEM Reimbursements		-	-	#DIV/0!	
Contributed Capital-Smithfield Foods Rev Ln	19,700.00	-	19,700.00	0.00%	
Interest Revenue	3,250.00	3,240.93	9.07	99.72%	
Interest Expense	(46,515.00)	(12,160.80)	(34,354.20)	26.14%	
<b>Total Nonoperating Revenues (Expenses)</b>	<b>58,835.00</b>	<b>16,420.13</b>	<b>42,414.87</b>	<b>27.91%</b>	
<b>Net Income (loss)</b>	<b>193,824.00</b>	<b>109,606.33</b>	<b>84,217.67</b>	<b>56.55%</b>	
<b>WORKING ADJUSTMENTS TO CAFR</b>					
(FOR INTERNAL USE ONLY)					
Restricted revenues:					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	(82,400.00)	(25,340.00)	(57,060.00)	30.75%	
Contributed Capital-Smithfield Foods Rev Ln	(19,700.00)	-	(19,700.00)	0.00%	
Compliance Fee	(488,255.00)	(243,789.86)	(244,465.14)	49.93%	
Bad Debt Expense	2,400.00	-	2,400.00	0.00%	
Depreciation & Amort. Exp.	448,620.00	205,361.94	243,258.06	45.78%	
<b>Additional debt service costs-principal expense</b>	<b>(70,550.00)</b>	<b>(70,550.00)</b>	<b>-</b>	<b>100.00%</b>	
<b>Total adjustments to CAFR</b>	<b>(209,885.00)</b>	<b>(134,317.92)</b>	<b>(75,567.08)</b>	<b>64.00%</b>	
<b>Working adjusted income</b>	<b>(16,061.00)</b>	<b>(24,711.59)</b>	<b>8,650.59</b>	<b>153.86%</b>	

	2011/2012 Adopted Budget	2011/2012 Actual 12/31/2011	Remaining Budget	% of Budget
<b>Sewer Fund</b>				
<b>Working adjusted income</b>	<b>(16,061.00)</b>	<b>(24,711.59)</b>	8,650.59	153.86%
Sewer SSO Consent Order	(833,000.00)	(264,054.75)	(568,945.25)	31.70%
<b>Construction Standards Update</b>	<b>-</b>	<b>(918.00)</b>	<b>918.00</b>	<b>#DIV/0!</b>
Sewer Master Plan	(56,250.00)		(56,250.00)	0.00%
Rubber tire backhoe	(9,000.00)	-	(9,000.00)	0.00%
Hot box for asphalt	(4,500.00)		(4,500.00)	0.00%
Manhole inspections/repairs-gravity sewer repairs	(100,000.00)		(100,000.00)	0.00%
Vehicle/Equipment	(15,000.00)	-	(15,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(1,017,750.00)</b>	<b>(264,972.75)</b>	<b>(752,777.25)</b>	<b>26.04%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(1,033,811.00)</b>	<b>(289,684.34)</b>	<b>(744,126.66)</b>	<b>28.02%</b>
Funding from Development Escrow		-	-	
Reserves from Sewer Capital Escrow Account		-	-	#DIV/0!
Funding from Sewer Compliance Fee	<b>833,000.00</b>	202,988.15	630,011.85	24.37%
Draw from operating reserves	<b>274,331.00</b>	-	274,331.00	0.00%
Funding from Bond Escrow (released from refinance)		-	-	
<b>Net Cashflow</b>	<b>73,520.00</b>	<b>(86,696.19)</b>	<b>160,216.19</b>	<b>-117.92%</b>

Town of Smithfield				
Water Fund Budget				
Description	Adopted budget 2011/2012	Balance as of 12/31/11	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenue</b>				
Water Sales	817,850.00	410,734.39	407,115.61	50.22%
Debt Service Revenue	401,000.00	201,762.20	199,237.80	50.31%
Miscellaneous	500.00	512.00	(12.00)	102.40%
Connection fees	13,200.00	2,700.00	10,500.00	20.45%
Application Fees	5,000.00	2,570.00	2,430.00	51.40%
<b>Total Operating Revenue</b>	<b>1,237,550.00</b>	<b>618,278.59</b>	<b>619,271.41</b>	<b>49.96%</b>
<b>Town of Smithfield</b>				
<b>Water Fund Budget</b>				
Description	Adopted budget 2011/2012	Balance as of 12/31/11	Remaining Budget	% of budget
<b>Expenses</b>				
Salaries	291,300.00	133,101.60	158,198.40	45.69%
FICA	23,304.00	10,257.53	13,046.47	44.02%
VSRS	29,245.00	12,327.92	16,917.08	42.15%
Health	43,000.00	21,924.36	21,075.64	50.99%
Uniforms	3,000.00	883.59	2,116.41	29.45%
Contractual	11,000.00	9,973.94	1,026.06	90.67%
Legal & Audit	23,000.00	13,810.19	9,189.81	60.04%
Maintenance & Repairs	21,000.00	5,553.41	15,446.59	26.44%
Hurricane Irene Expenses	-	1,624.82	(1,624.82)	#DIV/0!
Water Tank Maintenance	100,000.00	-	100,000.00	0.00%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	550.44	449.56	55.04%
Regional Water Supply Study	2,586.00	1,210.50	1,375.50	46.81%
Data Processing	16,000.00	6,033.46	9,966.54	37.71%
Utilities	65,000.00	22,973.71	42,026.29	35.34%
Communications	12,300.00	8,526.77	3,773.23	69.32%
Insurance	16,000.00	7,959.90	8,040.10	49.75%
Materials & Supplies	114,400.00	43,779.16	70,620.84	38.27%
Gas and Tires	12,000.00	5,824.57	6,175.43	48.54%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	800.00	529.00	271.00	66.13%
Bank service charges	450.00	30.00	420.00	6.67%
Travel and Training	5,500.00	274.00	5,226.00	4.98%

Miscellaneous	6,200.00	3,199.72	3,000.28	51.61%	
RO Annual costs	419,593.00	60,092.42	359,500.58	14.32%	
Bad debt expense	5,300.00	-	5,300.00	0.00%	
Total Water Fund Operating Expenses before D&A Exp.	1,221,978.00	370,441.01	851,536.99	30.31%	
Operating Income before D&A Expense	15,572.00	247,837.58	(232,265.58)	1591.56%	
Depreciation & Amortization Expense	309,400.00	78,780.00	230,620.00	25.46%	
Operating Income (Loss)	(293,828.00)	169,057.58	(462,885.58)	-57.54%	
Nonoperating Revenues (Expenses)					
Availability Fees	54,400.00	18,120.00	36,280.00	33.31%	
Interest Revenue	5,925.00	4,878.85	1,046.15	82.34%	
Interest Expense	(121,700.00)	(12,225.13)	(109,474.87)	10.05%	
Total Nonoperating Revenues (Expenses)	(61,375.00)	10,773.72	(72,148.72)	-17.55%	
Net Income (Loss)	(355,203.00)	179,831.30	(535,034.30)	-50.63%	
<b>WORKING ADJUSTMENTS TO CAFR</b>					
(FOR INTERNAL USE ONLY)					
Restricted revenues:					
Pro-rata Share Fees	-	-	-	#DIV/0!	
Availability Fees	(54,400.00)	(18,120.00)	(36,280.00)	33.31%	
Bad Debt Expense	5,300.00	-	5,300.00	0.00%	
Debt Service Revenue	(401,000.00)	(201,762.20)	(199,237.80)	50.31%	
Depreciation & Amort. Exp.	309,400.00	78,780.00	230,620.00	25.46%	
Additional debt service costs-principal expense	(159,450.00)	(159,450.00)	-	100.00%	
Total adjustments to CAFR	(300,150.00)	(300,552.20)	402.20	100.13%	
Working adjusted income	(655,353.00)	(120,720.90)	(534,632.10)	18.42%	

	2011/2012 Adopted Budget	2011/2012 Actual 12/31/2011	Remain Budget	% of Budget
<b>Water Fund</b>				
<b>Net Operating Reserves (Deficit)</b>	<b>(655,353.00)</b>	(120,720.90)	(534,632.10)	18.42%
Water Master Plan	(56,250.00)	(3,820.25)	(52,429.75)	6.79%
Construction Standards Update		(918.00)	918.00	#DIV/0!
S Church Street Improvements	-	(87,702.68)	87,702.68	#DIV/0!
Rubber Tire Backhoe	(9,000.00)	-	(9,000.00)	0.00%
Hot box for asphalt	(4,500.00)	-	(4,500.00)	0.00%
Water loop at Smithfield Plaza	(8,500.00)	-	(8,500.00)	0.00%
Truck	(15,000.00)		(15,000.00)	0.00%
Water Treatment/Fluoride PER	(1,172,000.00)	(902,043.84)	(269,956.16)	76.97%
<b>Net Capital Outlay</b>	<b>(1,265,250.00)</b>	<b>(994,484.77)</b>	<b>(270,765.23)</b>	<b>78.60%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(1,920,603.00)</b>	<b>(1,115,205.67)</b>	<b>(805,397.33)</b>	<b>58.07%</b>
Operating Reserves	486,914.00	-	486,914.00	0.00%
VML/VACO Draw Downs	270,000.00	-	270,000.00	0.00%
Water Development Escrow	224,000.00	-	224,000.00	0.00%
Water Capital Escrow	1,035,000.00	288,707.88	746,292.12	27.89%
Additional financing	765,000.00	471,023.68	293,976.32	61.57%
Debt Service fees applied to debt	259,275.00	155,243.60	104,031.40	59.88%
<b>Net Cashflow</b>	<b>1,119,586.00</b>	<b>(200,230.51)</b>	<b>1,319,816.51</b>	<b>-17.88%</b>

<b>Town of Smithfield</b>				
<b>Highway Fund</b>				
	<b>Adopted Budget</b>	<b>Balance as of</b>	<b>Remaining</b>	<b>% of</b>
<b>Description</b>	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
<b>Revenue</b>				
Interest Income	250.00	94.32	155.68	37.73%
Revenue - Commwlth of VA	951,304.96	493,288.46	458,016.50	51.85%
<b>Total Highway Fund Revenue</b>	<b>951,554.96</b>	<b>493,382.78</b>	<b>458,172.18</b>	<b>51.85%</b>
<b>Town of Smithfield</b>				
<b>Highway Fund</b>				
<b>Description</b>	<b>Adopted Budget</b>	<b>Balance as of</b>	<b>Remaining</b>	<b>% of</b>
	<b>2011/2012</b>	<b>12/31/11</b>	<b>Budget</b>	<b>budget</b>
<b>Expenses</b>				
Salaries	195,450.00	87,001.81	108,448.19	44.51%
FICA	15,640.00	6,704.83	8,935.17	42.87%
VSRS	20,590.00	7,417.89	13,172.11	36.03%
Health	34,785.00	21,080.65	13,704.35	60.60%
Uniforms	2,785.00	577.56	2,207.44	20.74%
Engineering	1,000.00	4,420.00	(3,420.00)	442.00%
Grass	31,400.00	17,270.00	14,130.00	55.00%
Maintenance	204,274.96	286,569.55	(82,294.59)	140.29%
Asphalt/Paving	-	170,311.69	(170,311.69)	
Ditching	-	58,071.27	(58,071.27)	
Traffic Control devices	-	6,294.04	(6,294.04)	
Other (maintenance)	-	2,363.27	(2,363.27)	
Other (lawnmowers, landscaping, etc)	-	48,706.43	(48,706.43)	
Structures and Bridges	-	-	-	
Ice and Snow removal	-	513.96	(513.96)	
Administrative	-	308.89	(308.89)	
Hurricane Irene Expenses	-	1,150.29	(1,150.29)	#DIV/0!
Street Lights	75,000.00	35,685.81	39,314.19	47.58%
Insurance	17,475.00	8,735.46	8,739.54	49.99%
VAC Truck Repairs	2,250.00	-	2,250.00	0.00%
Gas and Tires	6,000.00	3,784.57	2,215.43	63.08%
Stormwater (PARS)	1,340.00	-	1,340.00	0.00%
Stormwater Management Program (town)	2,500.00	-	2,500.00	0.00%
Stormwater Management Program (regional)	2,500.00	2,143.00	357.00	85.72%
Joint Cost Allocation	7,700.00	-	7,700.00	0.00%
Overhead Allocation	46,865.00	-	46,865.00	0.00%
<b>Total Highway Fund Expense</b>	<b>667,554.96</b>	<b>482,541.42</b>	<b>185,013.54</b>	<b>72.28%</b>
<b>Net Reserves (+/-)</b>	<b>284,000.00</b>	<b>10,841.36</b>	<b>273,158.64</b>	<b>3.82%</b>

2011/2012  
Adopted  
Budget

2011/2012  
Actual  
12/31/2011

Remain  
Budget

% of  
Budget

**HIGHWAY**

	2011/2012 Adopted Budget	2011/2012 Actual 12/31/2011	Remain Budget	% of Budget
<b>Net Operating Reserves (Deficit)</b>	<b>284,000.00</b>	10,841.36	273,158.64	3.82%
John Rolfe/Battery Park intersection Turn Lane	(95,000.00)	(249.00)	(94,751.00)	0.26%
9' Landscaper body for existing truck	-	<b>(5,790.00)</b>	5,790.00	
North & South Church Street Beautification	(144,000.00)	-	(144,000.00)	0.00%
Construction Standards Update	-	<b>(918.00)</b>	918.00	#DIV/0!
Rubber tire backhoe	(27,000.00)		(27,000.00)	0.00%
Hot box for asphalt	(18,000.00)		(18,000.00)	0.00%
	<b>(284,000.00)</b>	<b>(6,957.00)</b>	<b>(277,043.00)</b>	<b>2.45%</b>
<b>Net Capital Outlay</b>				
	-	3,884.36	<b>(3,884.36)</b>	<b>#DIV/0!</b>
<b>Net Reserves (Deficit) after capital outlay</b>				
<b>net carryforward 2012</b>		<b>165,213.19</b>		
Balance remaining		<b>169,097.55</b>		

**Notes to financial statements: December 2011**

**GENERAL FUND**

**Revenues**

Current Real Estate Taxes

As of February 21, 2012, real estate postings totaled \$1,686,132 which is 98% of budget. Delinquent notices were mailed the first of February, and the clerks in the Treasurer's office are still working on collections.

Delinquent Real Estate Taxes

Delinquent real estate taxes of \$23,049 have been posted through February 21. If delinquent taxpayer with large balance continues with payment plan as scheduled, we will exceed budget in this category.

Personal Property Taxes

Personal property postings as of February 21, 2012 totaled \$775,139. This accounts for 91% of budget. Delinquent notices were mailed and the clerks in the Treasurer's office are actively working on collections as they are continuing to receive numerous phone calls and walk ins regarding outstanding balances.

Delinquent Personal Property Taxes

This account balance is running low and will probably be below budget. The account was debited \$4242 for a refund generated by an abatement from IOW County on a previously paid account. Also, an additional \$11,088 should be collected if the same delinquent taxpayer noted under RE continues with scheduled payment plan. Again, the clerks are working on these collections.

Franchise Tax

Franchise tax paid by the local banks will not be paid until the last quarter of fiscal year 2012.

Transient Occupancy Tax

First quarter transient occupancy exceeded FY2011 by \$22,203. Revenues for the second quarter were also stronger than last year, but only slightly, at \$37,990 compared to \$35,409 for last year. Third quarter payment was due on Jan 20 and was \$10,000 less than the previous quarter (\$12,906 less than the same quarter last fiscal year). Because of the strong start, however, I still expect collections to exceed budget for this line item.

Communications Tax

Communications tax received from the state to date reflects only July through October 2011.

Consumption Tax/Utility Tax

As with communications tax, there is a delay between the accounting period and receipt of payment. The November financial statements represent consumption/utility taxes through October 2011 with partial payment towards November.

Business License Tax

Business license tax is not due until April 15th; so the majority of collections for this fiscal year represent revenues on delinquent accounts due in FY2011.

Consultant Review Fees

This revenue reflects reimbursement for site plan reviews for Tractor Supply, the YMCA, Lakeview

Cove, Harvest Fellowship, Taste of Smithfield, and Dollar General.

Vehicle Licenses

Vehicle license tax was mailed as part of the personal property tax bills on November 1. Collections through 2/21/12 totaled \$117,980 which is about \$13,000 below budget. Revenues will increase for this line item as well as PP once supplements are mailed.

Fines and costs

This revenue is received from the IOW County Clerk's office. Revenues to date represent payment for July through November. Collections are \$6,192 lower than for the same period last year.

General Fund Interest

General fund interest is lower than estimated at this point in the fiscal year largely because the town has spent money on S Church Street that has not yet been reimbursed as well as cash outlay for the new PD and TM offices.

Beautification Interest

Beautification interest is higher than anticipated because of delay in utilizing beautification funds for the S Church Street project. We have now started using those funds as we continue to wait for reimbursement from VDOT.

Sale of Equipment

Sales of used/retired equipment through December include a gas powered buffer, rotary blade, pump hoists, power washer, 2 projectors, bullet heater, and cresco warmer.

Other Revenue

Includes \$2603 in restitution from a former employee dating back several years. We had assumed we would not be receiving this money as the person has been unemployed since leaving the Town.

Cash Proffers

Received proffers on 2 parcels in the Villas subdivision. Cash proffers are not budgeted unless they are received during the year (budget amendment) since they are a voluntary payment from developers.

Restricted Reserves-Beautification

Prior year donations to the South Church Street Project were used to pay \$458,342.47 of current charges (Excel/Clark Nexsen) until reimbursement is received from VDOT. A reimbursement request has been submitted for \$635,330.

Fire Programs

This revenue is received from the state and then passed on to the Fire Department. This invoice will be on the current committee agenda for payment. It has a zero net effect on the town's books as it is shown as a revenue then expensed once payment is forwarded.

Urban Fund Partial Use Allocation

These funds are available for the S Church Street project; however, they will be the last funding source to be accessed. ARRA funding of \$165,329 was reimbursed in FY2011 and Enhancement Funds of \$638,375.80 have been accumulated to date. This leaves \$81,624 of available Enhancement Funds which will be added to FY2012 as a budget amendment. (We originally thought all Enhancement Funds would be used in FY2011 so they were not included in the FY2012 budget). At that point the Town will access Fed Formula Funds totaling \$352,315 (with state match). We were not aware of this funding resource until August 2011 when Bryant Porter from VDOT gave us an update on funding requirements for the project. I am reworking the last draw down request and will provide a

financial update of the project.

Pinewood Heights CDBG Relocation Grant

The last homeowner acquisition was completed for Phase I MY2 of the Pinewood Heights Project. These funds have now been reimbursed by CDBG. Originally, this item was not budgeted because we thought the acquisition would occur before fiscal year end 2011.

Capital Lease Acquisition

This was budgeted for a generator for the new Police Department. Payment was made directly to Womble Generator, so this item has been expensed in FY2012 as a capital purchase instead of a capital lease. A budget amendment will be made to eliminate the costs associated with the lease.

Contributions-South Church Street Project

Still expecting final contribution from Mr. Luter as well as private donations that were forwarded to Historic Smithfield.

**Expenses**

**All Departments**

Health Insurance

Health Insurance reflects payments for July through January 2011 (approximately 60%).

Dues & Subscriptions

The majority of dues and subscriptions are paid during the first quarter of the new fiscal year, so it is not unusual to see this line item reflect 80% or more of the annual budget.

**Town Council**

Professional Services

In August, the Town paid Bay Environmental \$3646.94 for a Category 1 Site Characterization Report for 117 N. Church Street and \$890.60 for well closure at the same address. In September, we paid Bay Environmental an additional \$1,450.00 for Phase I Environmental Site Assessment. We have received notice from the VA Petroleum Storage Tank Fund that the Town will be reimbursed for \$4014.30 of these costs, but we still have not received payment.

Records Management

Purchase of a budgeted scanner and one year maintenance.

Update Town Charter & Code

Payment to Municipal Code Corporation for 56 supplement pages and 4 ordinances on the web.

**Town Manager**

Auto Expense

The Town van is kept at the Smithfield Center, but maintenance for the van has always been charged to the Town Manager's office. This has been a low cost expense item over the years, as not a great deal of maintenance has been necessary. In November, the Town paid Dave's Service Center \$509.61 to replace 4 tires and valve stems.

Travel & Training

Expenses for travel to Milwaukee, WI; Chicago, IL; and Glen Allen, VA (VML). Also includes travel expenses for Jon Flores to Chicago, IL.

**Treasurer**

Audit

Since the audit is conducted in September, the majority of audit fees are billed in the second quarter of the fiscal year.

Depreciation Software

Annual renewal of depreciation software is generally paid in March.

Service Contracts

Both halves of the annual maintenance contract for BAI (\$8750) and all of the annual on-line payments contract (also with BAI-\$3413) have now been paid. These are budgeted items.

**Police Department**

Service Contracts

Includes annual maintenance contract with Sunguard for \$18,371.39 for OSSI system. This is a budgeted expense.

LODA-Insurance

This is paid to the Treasurer of Virginia in accordance with the Line of Duty Act. Originally, the Town had planned to seek coverage for this with VML insurance, but because we already had an identified officer who may be eligible for benefits now, we had to remain with VRS although we knew would be more expensive. At the time of budget, we did not have an estimate from VRS for the cost, so we used the projected number from VML. The LODA fund had previously been funded by the state but the cost has now been shifted to the localities. The fund provides death benefits to the families of police officers or fire fighters and health benefits to those injured or disabled. The cost is \$233.89 per FT employee.

Vehicle Maintenance

Numerous charges with different vendors. Includes \$1489 to Hampton Roads Harley Davidson for motorcycle maintenance. Also includes \$2098 to Dave's Service Center for ABS control unit, ignition coil, oil/lube on 2006 Crown Vic. Paid \$1800 to Pomoco for AB tank on 2011 Dodge Charger and \$2119 to Cofer for general HTS on Ford Explorer. Also paid \$995 to Joe's Auto Repair for brake pads, rotor, swaybar links for 2006 Crown Vic, and \$793 to Knox for repairs to a 2005 Crown Vic. In November paid \$5850.44 to Dave's Service Center for numerous repairs including \$3118.27 for lighting control module, and rear end on a 2005 Crown Vic. In December paid \$1178.44 to Import Car Service for replacing front/rear brake pads and rotors on 2007 Dodge Charger. Hopefully, since the new vehicles are in, this line item will drop off for the second half of the fiscal year.

Travel & Training

Paid \$4680 in August to HRCJTA/City of Hampton. This is an annual payment for the training academy where new officers are certified. Also in November, paid \$2663.96 for travel to conferences

in Lynchburg (Howell, Minton, Jenkins, Clarke) and Chicago (Minton, Clarke, Fox, Evans). In December paid additional \$2277.63 for travel/lodging expenses re: Chicago (Clarke, Howell, Minton, Evans, Fox) .

## **Fire Department**

The Fire Department and Isle of Wight County have been put on notice as to the Town's intent to limit spending to the \$60,000 budgeted for Fire and Rescue Salaries.

### Protective Clothing

Per the Fire Department's request the town paid \$10,204.87 to Blue Ridge Rescue Supply for protective clothing. This line item is over budget, but the departmental budget will be monitored closely to ensure that total expenses do not exceed the approved \$60,000.

### Insurance

The Town paid Chesterfield Insurers Inc for the fire department's annual property/casualty policy.

### Materials & Supplies

Various invoices from The Supply Room, Smithfield Auto Parts, Farmers Service, and Blue Ridge Rescue Suppliers. The fire department will have to operate within its allotted departmental budget. If they exceed budget in one line item, they will lose funds in another.

### Truck operations and maintenance

Includes bill in August for \$2,319.96 to Dave's Service Center to install engine cooler, fuel filter, and EGR cooler bypass on 2005 Ford F250. There were no charges in December for this line item.

### Gas & Tires

Although we are within expected budget at this time, given the rising gas prices, I believe this line item could possibly exceed the Town's allowance, and the fire department will need to prepare for this. Also, I am not sure what progress has been made towards removing them from the Town's SW Rawls account.

### Maintenance Contract

This contract with Gately was terminated. There will be no additional charges to this line item. The remaining budget can be applied to other line items that have exceeded the budgeted allowance.

## **Contributions-Public Safety**

### Rescue Squad

As of February 2012, we have paid two quarters to the rescue squad.

## **Smithfield Center**

### Contracted Services

Includes \$1866 paid twice to ColonialWebb for 1st & 2nd quarters of annual maintenance contract. Also includes \$895 paid to Dean Evans & Associates for annual software maintenance.

### Kitchen Supplies

This line item is made up of several charges from US Foodservice for \$563.24 (ice caddy caster), \$981.09 (dry sink, pre-rinse faucet, swing faucet, rack) and \$224.62 (kitchen utensils). There were also charges to Bank of America for \$52.49 (4 slice toaster), \$202.87 (2 picnic caddies, 2 solar 50 LED string clear lights, Atlanta Fixtures & Sales (no receipt)), \$272.40 (kitchen utensils, glass globes), \$6.30 (cups), and \$198.30 (50 deluxe card stands). In December, \$660 was charged against Bank of America for a plastic dishrack camdolly with handles.

Equipment Purchased a scissor lift for the Center. The total cost was under the capitalization limit, so it will be expensed. We discussed a capital lease but because the expense itself was not capitalizable, we decided to pay for the equipment in full.

Repairs & Maintenance There are numerous small repair invoices; however, there are several large ones that are detailed as follows: All Star Glass-\$1110 for 1" black cell-tech 550, Jessica Casper-\$2005 for 2 pieces of artwork, ColonialWebb-\$1178.50 to relocate trane tracker front-end interface, Hobart-\$1187.65 for repairs to refrigerator; Interiors by Decorating Den-\$1197 to re-upholster 5 benches, ColonialWebb-\$2382.91 for heat reclaim valve, Smithfield Lawn Service-\$4393.20 for cost to replace drip system in plant beds; Windsor Woodworking-\$4980-cost on media cabinets; Bank of America (Lowe's)-\$846.70 for 19 Cu Ft refrigerator, and \$1247 to National Roofing for replacement of one 4" drain with one 4" drop-in drain. In December paid \$4205.27 to ColonialWebb for replacement of heat exchanger. Also paid \$1826.34 to American Express for Kreuger International for 6 new 60" round tables. Note: As of 2/21/12 \$48,603.65 of this \$50,000 budget has been spent. In January paid ColonialWebb another \$4205.27 to replace a second heat exchanger.

Hurricane Irene Expenses: These expenses are for roof repairs and carpet cleaning. Invoices have been submitted to FEMA and forwarded to VML for review/reimbursement. We have received acknowledgement paperwork from FEMA but no reimbursement to date.

Advertising Invoices paid to many different vendors including Mar-Bert Associates (\$1070), Mywedding.com (\$900), Vista Graphics (\$580), RMM (\$2399.75), Tidewater Parent (\$517.50), Pilot Direct (\$1272.86), The Virginian-Pilot (\$2,158.74), and The Jewish News (\$565). Also paid \$1466.25 to IOW for 1/2 of cost for ad with Leisure Publishing Co. (walking tour/meeting planner). In December paid \$609.25 to the Tidewater News for fall special occasion advertising.

Credit card processing These are the service/discount fees charged to the town for credit customers at the Center. As the rental income continues to increase, this line item will also need to be adjusted.

## **Parks & Recreation**

Pinewood Playground Paid Brown's Lawn & Tractor Service \$2,208 for hardwood mulch (delivery and install)

Community Wellness Initiative Expenses to date for consultant hours. The Town received \$22,775 from the Obici grant at the end of FY2011 to be used towards funding of this cost.

## **Community Development**

Pinewood Heights Pinewood Heights will be handled as a budget amendment. During the budget planning phase for FY2012, we did not know how much would be remaining at the end of FY2011, and we did not want to inflate the 2012 budget.

## **Contributions-Community Development**

### Tourism

The town received a true up refund from FY2011 of \$25,516.74 that we were not expecting. Since we were not aware of it during the audit process (and DHG no longer audits IOW County as well as the Town), we were unable to offset it against last year's expense; therefore, the 2012 expense will be significantly lowered.

### YMCA

The YMCA contribution was paid in January 2012.

## **Public Works**

### Hurricane Irene Expenses

Gas and supplies for Hurricane Irene. Some of this will not be reimbursed, as FEMA does not give direct reimbursement for fuel. They will allow reimbursement only for fuel actually used during the event. Again, as with the Smithfield Center, the Town has received acknowledgement from FEMA but no reimbursement to date.

## **Public Buildings**

### Materials & Supplies

No large invoices. \$285 paid to Windsor Fire Extinguisher (2 invoices for \$120 and \$165 to check fire extinguishers; \$199 to HSBC Business for 30" Industrial Pedestal Fan; \$171.30 to Grainger for 40 W W Lamp. No invoices greater than \$200, but this account is now funded at 91% with half a year remaining.

### Materials & Supplies-New TM Building

See list of expenses as follows: These will be taken out of the \$100,000 line item for furniture/security that is currently shown under PB capita.

Hearn Furniture-\$1695 for conference table

Scotty's Signs-\$1185 ADA interior sign panels

Budget Blinds-\$481.60 for new blinds in offices

CCI Lawn & Landscaping-\$903.75 Phase I of landscaping enhancements

Goodrich & Sons-\$1100 to take down trees and clear fence line

New Horizons-\$2200 for building work per contract (not sure what that is-may need to be moved)

### Materials & Supplies-New PD Building

Again, see list below: These items will be charged against \$100,000 line item for furniture/security under PB capital

Brown's Lawn & Tractor-\$200 trenching water line for PD

Budget Blinds-\$951.30 for new blinds in office

CCI Lawn & Landscaping-\$2711.25 Phase I of landscaping enhancements

Network Data Systems-\$3025.05

New Horizons-\$2200 for building work per contract (not sure what that is-may need to be moved)

Cook's Moving-\$3500 costs for relocating from 1613 to new PD building

Orkin Exterminating-\$241.02  
V. R. Edwards-\$3954.46-fabricate and install benches and one table  
Scotty's Signs-\$5080.50-fabricate and install 1 set of 20" tall painted sintra letter "Smithfield Police"  
and 2 sintra logs with vinyl graphics; vinyl graphics on front and side door, non illuminated monument  
sign  
Fonality-\$1451.68 for 4 Polycome 550 and P/S configuration plus annual support/software agreement for  
PD phones  
Smithfield Services-\$1320 for topsoil  
The Blair Brothers-\$2678.34 for asphalt patching in parking lot

Rent Expense-Office Space

Rent was budgeted through December 2011, therefore, 83% of the budget was expensed as of November.  
Only 5 payments were made however, as payment was generally made at the end of the previous month.  
Since the Town will be continuing the lease agreement with Smithfield Foods, a budget amendment will  
have to be made to account for that additional expense.

Other

Real estate tax bills for two rental buildings (Basse's Choice & Bakery).

**Other Financing Uses**

Transfers to Operating Reserves

Revenues exceeded expenses by \$714,472.64 as of the end of December.

**Capital Expenses**

**Community Development**

CDBG Owner Acquisition

The Town closed on the last owner occupied unit in the MY2 portion of Phase I. This expense has  
been reimbursed by CDBG.

**Public Buildings**

Office space improvements-furniture/security

Part of the \$100,00 budgeted for this line item has been expensed instead to PB for TM and PD  
offices. These are items under \$5000 that do not meet the Town's capitalization threshold.  
The capital items to date are:  
VSC Fire & Security-\$6064 for Labor/Fire alarm equipment - new PD  
Simplexgrinnel-\$5267.64 for moving the old alarm/detection system for TM office  
Simplexgrinnel-\$1445.66 for installation of new alarm/detection system in new TM office

Office space improvements-contractor

Substantial completion of the new TM and PD offices by JR Wills and Sons.

**SEWER FUND**

## **Revenues**

VML Safety Grant

Received \$2000 for safety grant related to ARC flash.

## **Expenses**

Health Insurance

This expense represents payment for the months of July through January.

Audit & Legal Fees

As with the general fund, the majority of audit fees are paid in the 2nd quarter of the fiscal year.

HRPDC FOG/Sewer Programs

The budget figures given to us from HRPDC do not appear to be broken down into specific categories as in FY2011. The total waste water programs budget is shown as \$899 of which the 1st two quarterly payments are \$449.50. I assume the FOG program is included in this cost.

Hurricane Irene Expenses

As with the general fund, we have not received reimbursement from FEMA to date.

VAC Truck Repairs & Maintenance

Paid \$2330.54 to Atlantic Machinery for handgun assembly, 4" Kanaflex Hose, power clamp, couplers, and single 8" to double 4" reducer weldment. There are also several small invoices as well. The superintendent of Public Works has checked with me regarding his budget balance, so I do not expect this item to exceed budget.

Contractual

Represents \$721.35 payment to VUPS, and \$395 to Specter Instruments.

## **Nonoperating Revenues (Expenses)**

Interest Revenue

Interest revenue is already at 99.72% of budget. This revenue is higher than anticipated because payments on the sewer consent order have not been as large as expected to this point leaving us with higher cash balances in the escrow than anticipated.

Interest Expense

This expense is made up of semi-annual interest paid on VRA loan. Final payment for the fiscal year is due by April 1 and then year end accrued interest is added as of June 30.

## **Working Adjustments to CAFR**

Additional debt service costs-principal expense

Principal for the VRA loan is due once a year with the fall payment, so principal reflects 100% of budget.

## **Capital Expenses**

Construction Standards Update

This expense is being split between sewer, water, and highway. Not budgeted.

## **WATER FUND**

## **Expenses**

### Health Insurance

This expense represents payment for the months of July through January.

### Contractual

Paid \$5055 to HD Supply Waterworks in August for annual maintenance contract on handhelds and software. This is a budgeted item. Also includes payments to James R. Reed of \$4910 for water testing.

### Legal & Audit

Includes majority of audit fees for the fiscal year.

### Communications

Includes \$2,155.00 invoice from Charter Communications for billing at the RO plant that apparently had not been paid for 3 months. Address was incorrect on bill.

### Dues and Subscriptions

As with the general fund, most dues and subscriptions are paid in the first few months of the fiscal year.

### Miscellaneous

Includes 2 quarterly payments to the Office of Drinking Water of \$ 1505.21 each for a total of \$3010.42. This cost is based on the number of customers in the Town's utility system.

## **Nonoperating Revenues (Expenses)**

### Interest Revenue

As with sewer, interest revenue is higher than anticipated because of cash flow related to the RO plant. So far, start up costs have not been significant and final construction costs have not yet been paid.

### Interest Expense

Semi-annual payment on the VML-VACO bond was due in July. Most of the interest expense was accrued on the June 2011 financial statements with the balance reflected in July which is why the % expensed year to date is so low. This line item also includes the semi-annual payment (\$4981.53) for the VRA loan. Accrual at year end will bring this account to budget.

## **Working Adjustments to CAFR**

### Debt Service-principal

This was the principal portion of the VML-VACO bond, all of which is reflected in July and the VRA loan, all of which is due by October 1. Principal has been paid in full for the fiscal year with only interest payments remaining.

## **Capital Expenses**

Construction Standards Update	This expense is being split between sewer, water, and highway. Not budgeted.
S. Church Street Improvements	Expense for water line replacement on South Church Street. Originally budgeted all of this expense for FY2011, but the project was not completed.
Water Treatment (RO) Plant	Substantial completion of the remaining project expenses.

**HIGHWAY**

**Expenses**

<u>Health Insurance</u>	This expense represents payment for the months of July through January (60%).
<u>Engineering</u>	The Town paid Clark Nexsen \$4420 for cross section of elevations on S. Church Street.
<u>Grass Cutting</u>	Grass cutting is seasonal, so the % is higher at the beginning of the fiscal year, will drop off during the winter months, and pick back up in the spring. Paid Country Landscaping \$1570 in December for a November mowing invoice.
<u>Stormwater Management Program (town)</u> <u>Stormwater Management Program (regional)</u>	Again, as with sewer, HRPDC is only showing one category for Regional Storm Water Programs in the amount of \$4,286 for the year. All of the Town's budgeted Highway HRPDC expenses (based on last year's billings) total \$6,340. Possibly we are going to be billed less than FY2011.

**Capital Expenses**

<u>9' Landscaper body for existing truck</u>	This purchase will offset some of the net carryforward funds for 2011.
<u>Construction Standards Update</u>	This expense is being split between sewer, water, and highway. Not budgeted.

**NET CARRYFORWARD FOR 2012** Net carryforward for 2011 was \$165,213.19. These funds will be used in FY2012.

<b>CASH BALANCES AS OF JANUARY 31, 2012</b>						
				Current Month	Year end	
ACCOUNT NAME	BANK NAME	ACCOUNT	DATE	INTERCO.	Interco.	ADJUSTED
		BALANCE	RECONCILED	TRANSFERS	Transfers	BALANCES
<b>Water</b>	Farmers Bank	<b>590,402.57</b>	02/15/12	(256,542.49)	-	333,860.08
<b>Water-Debt Service</b>	Farmers Bank	<b>1,251,854.33</b>	02/13/12	62,459.08		1,314,313.41
<b>Water Capital Escrow (availability fees)</b>	TowneBank	<b>276,536.92</b>	02/17/12	11,040.00		287,576.92
<b>Water Development Escrow</b>	TowneBank	<b>177,903.42</b>	02/13/12	-	-	177,903.42
<b>Subtotal Water</b>		<b>2,296,697.24</b>		<b>(183,043.41)</b>	<b>-</b>	<b>2,113,653.83</b>
<b>Sewer</b>	Farmers Bank	<b>252,200.75</b>	02/13/12	92,440.01	(270,001.51)	74,639.25
<b>Sewer Development Escrow</b>	TowneBank	<b>316,541.24</b>	02/13/12	-		316,541.24
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	<b>651,750.86</b>	02/15/12	14,900.00		666,650.86
<b>Sewer Compliance</b>	Farmers Bank	<b>353,501.97</b>	02/13/12	75,703.40		429,205.37
<b>Subtotal Sewer</b>		<b>1,573,994.82</b>		<b>183,043.41</b>	<b>(270,001.51)</b>	<b>1,487,036.72</b>
<b>Highway</b>	Farmers Bank	<b>61,739.17</b>	02/15/12	374,968.08	-	436,707.25
<b>General Fund</b>	Farmers Bank	<b>1,694,068.28</b>	01/17/12	(374,968.08)	270,001.51	1,589,101.71
<b>Payroll</b>	Farmers Bank	<b>36,562.05</b>	02/16/12			36,562.05
<b>Money Market-General Fund</b>	TowneBank	<b>124,231.03</b>	02/13/12			124,231.03
<b>Business Super Now-General Fund</b>	Farmers Bank	<b>32,868.78</b>	02/13/12	-		32,868.78
<b>Money Market-General Fund</b>	Farmers Bank	<b>285,925.21</b>	02/14/12			285,925.21
<b>General Fund Capital Escrow Account</b>	TowneBank	<b>50,615.76</b>	02/13/12	-		50,615.76
<b>Certificate of Deposit</b>	Farmers Bank	<b>524,723.34</b>	02/13/12	(500,000.00)		24,723.34
<b>Certificate of Deposit-Police Dept</b>	Farmers Bank	<b>36,159.81</b>	02/13/12			36,159.81
<b>Special Project Account (Pinewood)</b>	Farmers Bank	<b>19,846.47</b>	02/13/12	-	-	19,846.47
<b>Pinewood Heights Escrow</b>	Farmers Bank	<b>49,434.40</b>	02/13/12			49,434.40
<b>S. Church Street Account</b>	TowneBank	<b>68,350.17</b>	02/17/12	500,000.00		568,350.17
<b>Subtotal General Fund</b>		<b>2,922,785.30</b>		<b>(374,968.08)</b>	<b>270,001.51</b>	<b>2,817,818.73</b>
<b>Beautification Fund</b>	Farmers Bank	<b>7,800.77</b>	02/15/12			7,800.77
<b>Money Market-Beautification</b>	Farmers Bank	<b>146,596.46</b>	02/15/12			146,596.46
<b>Subtotal Beautification</b>		<b>154,397.23</b>				<b>154,397.23</b>
<b>Rising Star CDBG</b>	Farmers Bank	<b>63.49</b>	02/15/12			63.49
<b>TOTAL ALL FUNDS</b>		<b>7,009,677.25</b>		<b>(0.00)</b>	<b>-</b>	<b>7,009,677.25</b>



# INVOICE

**Local Service, Nationwide**  
 P.O. Box 1419  
 Thomasville, GA 31799-1419

**BRANCH ADDRESS**  
 HDSWW - MARTINSBURG WV  
 Branch - 514  
 117 Industrial Circle  
 Martinsburg WV 25401  
 304/263-6986

INVOICE #	4339985
INVOICE DATE	2/15/12
ACCOUNT #	095205
SALESPERSON	JOHN D SINK
BRANCH #	514
<b>Total Amount Due</b>	<b>\$24,880.00</b>

*Water Meters*

**Remit To:**  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 91036  
 CHICAGO, IL 60693-1036

648 1 MB 0.404 E0175X I0272 D438724115 P993960 0001:0003



Shipped to:

STOCK #209 CHESAPEAKE  
 293 Cary Street  
 PO BOX 246  
 SMITHFIELD, VA



TOWN OF SMITHFIELD  
 PO BOX 246  
 SMITHFIELD VA 23431-0246

Return Top Portion With Payment For Faster Credit

*Thank You For The Opportunity To Serve You.  
 We appreciate your prompt payment.*

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
1/27/12	2/14/12	VERBAL				BW	4339985
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
42NE12512200	R900-V3 MIU PIT 6' 12512-200 DUAL PORT	200	200		124.00000	EA	24,800.00

~~VENDOR # \_\_\_\_\_~~  
~~ACCOUNT # \_\_\_\_\_~~  
~~DEPT HEAD W.F.H \_\_\_\_\_~~  
~~TOWN MANAGER DHS \_\_\_\_\_~~

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

<b>Terms</b>	<b>SubTotal</b>
NET 30	24,800.00
<b>Freight</b>	<b>INVOICE TOTAL</b>
80.00	<b>\$24,880.00</b>

HDSWW - MARTINSBURG WV  
 Branch - 514  
 117 Industrial Circle  
 Martinsburg WV 25401

THANK YOU FOR YOUR ORDER  
 VISIT  
 WATERWORKS.HDSUPPLY.COM  
 FOR OTHER SERVICES OFFERED

**INVOICE:** 4339985



**Local Service, Nationwide**  
 P.O. Box 1419  
 Thomasville, GA 31799-1419

# INVOICE

**BRANCH ADDRESS**  
 HDSWW - CHESAPEAKE VA  
 Branch - 209  
 2112 Smith Ave  
 Chesapeake VA 23320-2516  
 757/424-4604

INVOICE #	4376658
INVOICE DATE	2/15/12
ACCOUNT #	095205
SALESPERSON	JOHN D SINK
BRANCH #	209

<b>Total Amount Due</b>	<b>\$640.69</b>
-------------------------	-----------------

**Remit To:**  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 277838  
 ATLANTA, GA 30384 7838

648 1 MB 0.404 E0175 I0273 D438724120 P993980 0002:0003



Shipped to:

STOCK #209 CHESAPEAKE  
 293 Cary Street  
 PO BOX 246  
 SMITHFIELD, VA



TOWN OF SMITHFIELD  
 PO BOX 246  
 SMITHFIELD VA 23431-0246

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.  
 We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
2/07/12	2/13/12		STOCK			OUR TRUCK	4376858
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
70FS2020979CC3	FS202-979-CC3 8X3/4 CC DS SAD Water OD 8.99-9.79	1	1		61.00000	EA	61.00
65CH270261	6 GRIPPER PLUG W/STOP 270-261 (END OF PIPR GRIPPER PLUG) Sewer	4	4		15.00000	EA	60.00
2804CCLCI	1002-44 4 FLEX CPLG CLXCI/PVC Sewer	6	6		4.50000	EA	27.00
2804CCI	1056-44 4 CPLG CI/PVCXCI/PVC Sewer	4	4		4.50000	EA	18.00
27064HS	6 PVC SDR35 SWR 45 HXSP Sewer SOLVENT WELD (GLUE)	2	2		9.00000	EA	18.00
27044HSDWV	4 PVC SCH40 DWV 45 HXSP Sewer	3		3	3.85000	EA	.00
2704W04CDWV	4 SCH40 DWV COMB WYE&1/8 BEND 4X4 IPS LONG TURN TEE (H) Sewer	2	2		10.00000	EA	20.00
2704W04HHDWV	4 PVC SCH40 DWV WYE HXH Sewer	2	2		8.00000	EA	16.00
2704SRHHDWV	4 SCH40 DWV SW REPAIR CPLG HXH Sewer	3	3		6.00000	EA	18.00
2706CO	6 SDR35 CLEANOUT ADPT HXF L/PL Sewer	1	1		12.55000	EA	12.55
2706COPRH	6 CLEANOUT PLG RAISED HD MIP Sewer	1	1		8.25000	EA	8.25
21AMF706GRAPDI	6 RM GRIPRING GRAP-DI ACC Water FOR C900 AND DIP	4	4		45.98000	EA	183.92
3907C4433	C44-33 3/4 PJCTS CPLG Water	6	6		12.60000	EA	75.60
3907I51	#51 3/4 SS INSERT F/CTS PE Water	12	12		1.34000	EA	16.08
3910I52	#52 1 SS INSERT F/CTS PE Water	12	12		1.42000	EA	17.04



**Local Service, Nationwide**  
 P.O. Box 1419  
 Thomasville, GA 31799-1419

# INVOICE

**BRANCH ADDRESS**  
 HDSWW - CHESAPEAKE VA  
 Branch - 209  
 2112 Smith Ave  
 Chesapeake VA 23320-2516  
 757/424-4604

INVOICE #	4376858
INVOICE DATE	2/15/12
ACCOUNT #	095205
SALESPERSON	JOHN D SINK
BRANCH #	209
<b>Total Amount Due</b>	<b>\$640.69</b>

**Remit To:**  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 277838  
 ATLANTA, GA 30384 7838

648 1 MB 0.404 ED175 10274 D438724120 P993960 0003:0003



TOWN OF SMITHFIELD  
 PO BOX 246  
 SMITHFIELD VA 23431-0246

Shipped to:

STOCK #209 CHESAPEAKE  
 293 Cary Street  
 PO BOX 246  
 SMITHFIELD, VA

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.  
 We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
2/07/12	2/13/12		STOCK			OUR TRUCK	4376858
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
0504040	4X20' PVC SCH40 PIPE SWB BE <i>Sewer</i> SOLVENT WELD BELL	40	40		2.10000	FT	84.00
3907CSP3A	CSP-3A 3/4 BRS PLUG AWWA <i>water</i>	1	1		5.25000	EA	5.25

**VENDOR #** \_\_\_\_\_  
**ACCOUNT #** *water - 005-42060-5400* \$ 358.89  
*Sewer - 004-42070-5400* \$ 281.80  
**DEPT HEAD** *W.S.H.*  
**TOWN MANAGER** *Phils*

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <a href="http://waterworks.hdsupply.com/TandC/">http://waterworks.hdsupply.com/TandC/</a> .						<b>Terms</b>	<b>SubTotal</b>
						<b>NET 30</b>	<b>640.69</b>
<b>Freight</b>	<b>Delivery</b>	<b>Handling</b>	<b>Restock</b>	<b>Misc.</b>	<b>Tax</b>	<b>INVOICE TOTAL</b>	<b>\$640.69</b>

HDSWW - CHESAPEAKE VA  
 Branch - 209  
 2112 Smith Ave  
 Chesapeake VA 23320-2516

THANK YOU FOR YOUR ORDER  
 VISIT  
 WATERWORKS.HDSUPPLY.COM  
 FOR OTHER SERVICES OFFERED

**INVOICE:** 4376858

TOWN OF SMITHFIELD

REQUISITION

101

SUGGESTED VENDOR <u>Smithfield Volunteer Fire Dept</u>			OFFICE USE ONLY	
REQUESTED BY			DATE ORDERED	
DATE REQUESTED <u>2-21-12</u>		DATE WANTED		ORDER NO.
QUANTITY	DESCRIPTION	BUDGET ACCT. NO.	EST. UNIT PRICE	EST. TOTAL PRICE
	<u>2012 Fire Funds</u>			<u>18568.00</u>
	<u>pass through from state</u>			
	<u>4-100-32100-9000</u>			

REQUISITIONER  
RETAIN YELLOW COPY

APPROVED \_\_\_\_\_

TOWN MANAGER

SIGNATURE - DEPARTMENT HEAD ed

VENDOR # \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

DEPT HEAD \_\_\_\_\_ ed

TOWN MANAGER \_\_\_\_\_ PLS

Total Invoices

\$ 178,293.63

February 16, 2012

Town of Smithfield  
Town Manager's Office  
315 Main Street, P.O. Box 246  
Smithfield, VA 23431

**Pay Application 6 for the South Church Street Waterline installation.**

Explanation of Amount Certified

Application No: 6  
Application Date: 02/2/2011  
Period To: 1/31/2011

Job No: 1189

Contract Date: 11/04/2010

Invoice No: 8131596A

The amount certified is as shown below:

Total Completed and Stored to Date..... \$366,261.64

Subtract Previous Payments..... \$310,107.64

Current Payment Due..... \$56,154.00

WARRANTY # Excel  
ACCOUNT # 005-42060-7100  
DEPT HEAD [Signature]  
TOWN MANAGER [Signature]

**APPLICATION AND CERTIFICATE FOR PAYMENT**

SUBMITTED TO: THE TOWN OF SMITHFIELD  
P O BOX 246  
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET  
WATERLINE  
PHASE V  
SMITHFIELD, VA

APPLICATION NO.: 6  
APPLICATION DATE: 2/2/2012  
PERIOD TO: 1/31/2012

SUBMITTED FROM: Excel Paving Corporation  
1132 Harmony Road  
Norfolk, Virginia 23502

JOB #: 1189

NEW WATERLINE CHANGE ORDER

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 8131586A

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	\$ -	\$ -
Approved this Month			
Date Approved			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	TOTALS	\$ -	\$ -
Net Change by Change Orders		\$ -	\$ -

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 408,188.00

Net Change by Change Orders To..... \$ -  
(Line 1 ± 2)

Contract Sum To Date..... \$ 408,188.00

Total Completed and Stored To Date..... \$ 365,849.14  
(Column G)

Retainage:

0% of Completed Work \$ -  
(Columns D + E)

0% of Stored Material \$ -  
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 365,849.14  
(Line 4 less Line 5 Total)

Less Owner Direct Pymnt by Purchase Ord.. \$ -

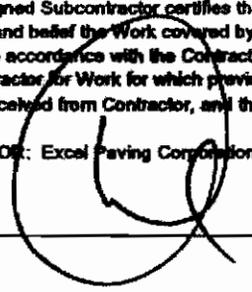
Less Previous Payments..... \$ 310,107.64  
(Line 6 from prior Certificate)

Current Payment Due..... \$ 56,154.00

Balance to Finish Including Retainage..... \$ 42,538.86  
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

By: 

Date: 2-5-12

State of Virginia  
City of Norfolk  
Subscribed and sworn to before me this  
15 day of February, 2012  
NOTARY PUBLIC  
Signed: Betty Kaye Schuler #303428  
My Commission Expires: July 31, 2013



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$56,154.00  
(Attach explanation if amount certified differs from Amount applied for.)  
ARCHITECT: Clark Nexsen

By:  Date: February 16, 2012

**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

pg of

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET  
STREETSCAPE IMPROV. PHASE V  
SMITHFIELD, VA

APPLICATION: 6  
INVOICE NO.: 8131598A

New Waterline Change Order

ESTIMATE FOR PERIOD ENDING: 1/31/12

SUBCONTRACTOR:  
EXCEL PAVING CORP.

SUBCONTRACTOR'S ADDRESS/CONTACT:  
1132 HARMONY ROAD  
NORFOLK, VA 23502

FROM SCHEDULE OF PRICES				TOTAL QUANTITIES REQUESTED			UNIT PRICES			
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE
	<b>General Items</b>									
1	Furnish and Install New Waterline	LS	1.00	0.82	0.18	1.00	\$ 272,955.00	\$ 272,955.00	\$ 49,131.90	\$ 272,955.00
2	Construction Surveying	LS	1.00	0.95	0.15	1.10	\$ 3,000.00	\$ 3,000.00	\$ 450.00	\$ 3,300.00
3	Traffic Control	HR	1,200.00	940.00	260.00	1200.00	\$ 12.00	\$ 14,400.00	\$ 3,120.00	\$ 14,400.00
4	Concrete Removal	LS	1.00	0.80	0.20	1.00	\$ 14,198.00	\$ 14,198.00	\$ 2,839.60	\$ 14,198.00
5	IM/BM Placement	TN	581.00	228.14	0.00	228.14	\$ 121.00	\$ 70,301.00	\$ -	\$ 27,804.94
6	Aggregate Material Size 21-A	TN	878.00	900.90	0.00	900.90	\$ 28.00	\$ 24,584.00	\$ -	\$ 25,225.20
7	Sawcutting Curb/Asphalt	LF	5,000.00	4,552.00	350.00	4902.00	\$ 1.75	\$ 8,750.00	\$ 612.50	\$ 8,578.50
<b>TOTALS</b>								<b>\$408,188.00</b>	<b>\$56,154.00</b>	<b>\$366,261.64</b>

# CLARK • NEXSEN

Architecture & Engineering

February 16, 2012

Town of Smithfield  
Town Manager's Office  
315 Main Street, P.O. Box 246  
Smithfield, VA 23431

## Pay Application 14 for the South Church Street Streetscape Project.

### Explanation of Amount Certified

Application No: 14  
Application Date: 2/2/2012  
Period To: 1/31/2012

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 821515

The amount certified was adjusted as shown below:

Contract Sum to Date.....	\$2,593,555.50
Total Completed and Stored to Date.....	\$1,390,925.87
Total Earned Less Retainage.....	\$1,390,925.87
Current Payment Due.....	\$99,993.93

VERIFIED Excel  
APPROVED 41300-8100  
DEPT HEAD M.T.H.  
TOWN MANAGER PHS

**APPLICATION AND CERTIFICATE FOR PAYMENT**

SUBMITTED TO: THE TOWN OF SMITHFIELD  
P O BOX 248  
SMITHFIELD VA. 23430

PROJECT: SOUTH CHURCH STREET  
STREETSCAPE IMPROV.  
PHASE V  
SMITHFIELD, VA

APPLICATION NO.: 14  
APPLICATION DATE: 2/2/2012  
PERIOD TO: 1/1/2012

SUBMITTED FROM: Excel Paving Corporation  
1132 Harmony Road  
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, C502, UPC9557 1/83722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821515

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$ -	\$ -
Approved this Month			
	Date Approved		
CO #3		\$ -	\$ -
CO #4		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTALS		\$ -	\$ -
Net Change by Change Orders		\$ -	\$ -

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 2,583,555.50

Net Change by Change Orders To..... \$ -  
(Line 1±2)

Contract Sum To Date..... \$ 2,583,555.60

Total Completed and Stored To Date..... \$ 1,390,925.87  
(Column G)

Retainage:

0% of Completed Work \$ -  
(Columns D + E)

10% of Stored Material \$ -  
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 1,390,925.87  
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

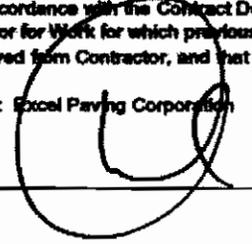
Less Previous Payments..... \$ 1,294,051.74  
(Line 6 from prior Certificate)

Current Payment Due..... \$ 99,993.83

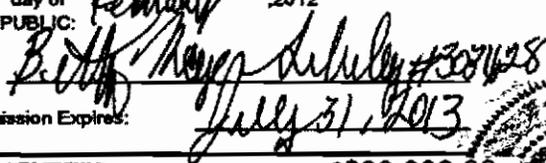
Balance to Finish Including Retainage..... \$ 1,202,628.83  
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

By: 

Date: 2-15-12

State of Virginia  
City of Norfolk  
Subscribed and sworn to before me this  
15 day of February, 2012  
NOTARY PUBLIC:   
Signed:  #3087428  
My Commission Expires: July 31, 2013

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$99,993.93  
(Attach explanation if amount certified differs from Amount applied for.)  
ARCHITECT: Clark Nexsen

By: 

Date: February 16, 2012



**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 14 INVOICE NO.: 8131596
EN03-300-108, C502, UPC85571/93722	ESTIMATE FOR PERIOD ENDING: 1/1/2012 thru 1/31/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

ITEM NO.	LINE ITEM DESCRIPTION	FROM SCHEDULE OF PRICES					TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
		SCHEDULED	SCHEDULED	PREVIOUSLY	FOR	TOTAL TO	SCHEDULED	TOTAL	TOTAL DUE	TOTAL DUE	Funding	Funding	Funding	Funding	Breakdown	Breakdown	Breakdown	Breakdown
		UNIT	QUANTITY	REPORTED	MONTH	DATE	UNIT PRICE	CONTRACT	THIS PERIOD	TO DATE								
<b>General Items</b>																		
1	Mobilization	LS	1.00	1.00	0.00	1.00	\$176,500.00	\$ 176,500.00	\$ -	\$ 176,500.00	\$ 58,245.00	\$ 118,255.00						
2	Construction Surveying	LS	1.00	0.70	0.05	0.75	\$ 12,000.00	\$ 12,000.00	\$ 600.00	\$ 9,000.00		\$ 9,000.00						
3	SM-9.5 A Surface Course	TN	840.00	0.00	30.76	30.76	\$ 94.00	\$ 78,960.00	\$ 2,891.44	\$ 2,891.44								
4	IM-19.0 Intermediate Course	TN	1,000.00	21.28	0.00	21.28	\$ 96.00	\$ 96,000.00	\$ -	\$ 2,042.88		\$ 2,042.88						
5	BM-25 Base Course	TN	1,000.00	335.73	245.90	581.63	\$ 96.00	\$ 96,000.00	\$ 23,808.40	\$ 55,836.48		\$ 55,836.48						
8	Aggregate Material Size 21-A	TN	3,400.00	2,485.09	27.22	2522.31	\$ 27.00	\$ 91,800.00	\$ 734.94	\$ 68,102.37	\$ 8,403.88	\$ 81,698.51						
7	Combination 4" Curb and Gutter	LF	4,800.00	2,451.00	374.00	2825.00	\$ 29.00	\$ 133,400.00	\$ 10,846.00	\$ 81,925.00		\$ 81,925.00						
8	4" Curb	LF	450.00	611.00	46.00	657.00	\$ 22.80	\$ 10,280.00	\$ 1,048.80	\$ 14,979.60		\$ 14,979.60						
9	VDOT Std CG-2	LF	110.00	97.00	0.00	97.00	\$ 23.00	\$ 2,530.00	\$ -	\$ 2,231.00		\$ 2,231.00						
10	VDOT Std CG-6	LF	180.00	144.00	0.00	144.00	\$ 29.00	\$ 4,640.00	\$ -	\$ 4,178.00		\$ 4,178.00						
11	5' Valley Gutter	LF	500.00	486.80	184.00	680.80	\$ 27.50	\$ 13,750.00	\$ 5,080.00	\$ 18,713.75		\$ 18,713.75						
12	Residential Drive	SY	380.00	282.80	43.30	308.10	\$ 90.50	\$ 34,825.00	\$ 4,308.35	\$ 30,456.95		\$ 30,456.95						
13	Commercial Drive	SY	200.00	0.00	79.00	79.00	\$ 152.00	\$ 30,400.00	\$ 12,008.00	\$ 12,008.00		\$ 12,008.00						
14	Stamped Asphalt Crosswalk	SY	580.00	0.00	0.00	0.00	\$ 68.00	\$ 33,000.00	\$ -	\$ -		\$ -						
15	Reset Existing Pavement	SY	290.00	0.00	0.00	0.00	\$ 117.50	\$ 29,375.00	\$ -	\$ -		\$ -						
16	Paver Sidewalk	SY	2,100.00	0.00	0.00	0.00	\$ 84.65	\$ 190,785.00	\$ -	\$ -		\$ -						
17	Unit Paver Accessible Ramp	SY	50.00	0.00	0.00	0.00	\$ 175.00	\$ 8,750.00	\$ -	\$ -		\$ -						
18	Replace Existing Brick Wall with like, kind, height, and length	VSF	1,800.00	270.00	174.00	444.00	\$ 30.00	\$ 48,000.00	\$ 5,220.00	\$ 13,320.00		\$ 13,320.00						
19	Regular Excavation	CY	3,200.00	1,988.00	242.00	2230.00	\$ 35.00	\$ 112,000.00	\$ 8,470.00	\$ 78,050.00	\$ 11,340.00	\$ 88,710.00						
20	Select Fill	CY	1,000.00	302.00	0.00	302.00	\$ 16.00	\$ 18,000.00	\$ -	\$ 4,832.00		\$ 4,832.00						
21	4" Topsoil Class A	AC	1.00	0.14	0.00	0.14	\$ 17,850.00	\$ 17,850.00	\$ -	\$ 2,489.00		\$ 2,489.00						
22	12" Storm Drainage Pipe	LF	165.00	0.00	0.00	0.00	\$ 105.00	\$ 17,325.00	\$ -	\$ -		\$ -						
23	15" Storm Drainage Pipe	LF	1,430.00	778.00	0.00	778.00	\$ 105.00	\$ 150,150.00	\$ -	\$ 81,890.00	\$ 13,440.00	\$ 68,250.00						
24	18" Storm Drainage	LF	270.00	222.00	0.00	222.00	\$ 108.00	\$ 29,160.00	\$ -	\$ 23,976.00	\$ 23,976.00	\$ 23,976.00						
25	21" Storm Drain	LF	530.00	278.00	0.00	278.00	\$ 138.00	\$ 73,140.00	\$ -	\$ 38,364.00		\$ 38,364.00						
26	24" Storm Drain	LF	655.00	630.00	0.00	630.00	\$ 139.00	\$ 91,045.00	\$ -	\$ 87,570.00		\$ 87,570.00						
27	DI-1	EA	5.00	2.00	0.00	2.00	\$ 3,735.00	\$ 18,675.00	\$ -	\$ 7,470.00		\$ 7,470.00						
28	MH-1	EA	9.00	6.00	0.00	6.00	\$ 3,718.00	\$ 33,462.00	\$ -	\$ 22,308.00		\$ 22,308.00						
29	DI-3-B L=4'	EA	4.00	2.50	0.00	2.50	\$ 2,940.00	\$ 11,760.00	\$ -	\$ 7,350.00	\$ 2,840.00	\$ 4,410.00						
30	DI-3-B L=6'	EA	7.00	3.00	0.00	3.00	\$ 2,952.00	\$ 20,864.00	\$ -	\$ 8,858.00		\$ 8,858.00						
31	DI-3-b L=8'	EA	2.00	1.00	0.00	1.00	\$ 3,208.00	\$ 6,412.00	\$ -	\$ 3,208.00		\$ 3,208.00						
32	DI-3-C L=6'	EA	2.00	2.00	0.00	2.00	\$ 2,892.00	\$ 5,784.00	\$ -	\$ 5,784.00		\$ 5,784.00						
33	DI-3BB L=4'	EA	2.00	3.00	0.00	3.00	\$ 4,251.00	\$ 8,502.00	\$ -	\$ 12,753.00		\$ 12,753.00						
34	DI-3BB L=6'	EA	6.00	6.00	0.00	6.00	\$ 4,314.00	\$ 34,512.00	\$ -	\$ 25,884.00		\$ 25,884.00						
35	DI-3CC L=6'	EA	1.00	0.00	0.00	0.00	\$ 5,217.00	\$ 5,217.00	\$ -	\$ -		\$ -						
36	18" Flared End Section	EA	1.00	1.00	0.00	1.00	\$ 1,957.00	\$ 1,957.00	\$ -	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00						
37	Select Fill For Trenches	CY	1,700.00	987.00	0.00	987.00	\$ 16.00	\$ 27,200.00	\$ -	\$ 15,792.00	\$ 4,928.00	\$ 10,864.00						
38	Adjust Rim to Finished Grade	EA	7.00	0.00	0.00	0.00	\$ 800.00	\$ 5,600.00	\$ -	\$ -		\$ -						
39	Timber Bulkhead Modification	LS	1.00	1.00	0.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00		\$ 7,500.00						
40	Temporary Filter Barrier	LF	1,100.00	1,556.00	0.00	1,556.00	\$ 2.00	\$ 2,200.00	\$ -	\$ 3,112.00	\$ 720.00	\$ 2,392.00						
41	Tree Fence	LF	450.00	813.00	0.00	813.00	\$ 7.50	\$ 3,375.00	\$ -	\$ 8,087.50	\$ 1,072.50	\$ 5,025.00						
42	Inlet Protection	LF	29.00	4.00	0.00	4.00	\$ 100.00	\$ 2,900.00	\$ -	\$ 400.00		\$ 400.00						
43	Construction Entrance	LS	1.00	1.00	0.00	1.00	\$ 2,900.00	\$ 2,900.00	\$ -	\$ 2,900.00		\$ 2,900.00						

**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETSCAPE IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 14 INVOICE NO.: 8131596
EN03-300-108, C502, UPC95571/83722	ESTIMATE FOR PERIOD ENDING: 1/1/2012 thru 1/31/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

FROM SCHEDULE OF PRICES							TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown	Funding Breakdown				
44	Demolition	LS	1.00	0.85	0.00	0.85	\$106,639.00	\$ 106,639.00	\$ -	\$ 90,643.15	\$ 15,995.64	\$ 74,682.51						
45	4" Solid Double Yellow Line	LF	2,380.00	0.00	0.00	0.00	\$ 0.80	\$ 1,888.00	\$ -	\$ -								
46	6" Solid White Lane Line	LF	270.00	0.00	0.00	0.00	\$ 0.50	\$ 135.00	\$ -	\$ -								
47	4" White Mini Skip Line	LF	310.00	0.00	0.00	0.00	\$ 0.50	\$ 155.00	\$ -	\$ -								
48	4" Solid White Parking Stripe	LF	300.00	0.00	0.00	0.00	\$ 0.50	\$ 150.00	\$ -	\$ -								
49	24" Solid White Stop Bar	LF	85.00	0.00	0.00	0.00	\$ 2.50	\$ 212.50	\$ -	\$ -								
50	Single Arrow	EA	3.00	0.00	0.00	0.00	\$ 47.00	\$ 141.00	\$ -	\$ -								
51	Double Arrow	EA	4.00	0.00	0.00	0.00	\$ 80.00	\$ 320.00	\$ -	\$ -								
52	Only	EA	1.00	0.00	0.00	0.00	\$ 100.00	\$ 100.00	\$ -	\$ -								
53	Handicap Parking Symbol	EA	1.00	0.00	0.00	0.00	\$ 80.00	\$ 80.00	\$ -	\$ -								
54	Handicap Parking Sign	EA	2.00	0.00	0.00	0.00	\$ 135.00	\$ 270.00	\$ -	\$ -								
55	Stop Sign	EA	1.00	0.00	0.00	0.00	\$ 180.00	\$ 180.00	\$ -	\$ -								
56	Attach Stop Sign to Existing Route Sign	EA	1.00	0.00	0.00	0.00	\$ 125.00	\$ 125.00	\$ -	\$ -								
57	Palisade Sign	EA	4.00	0.00	0.00	0.00	\$ 100.00	\$ 400.00	\$ -	\$ -								
58	Maintenance of Traffic	LS	1.00	0.80	0.80	0.80	\$ 75,000.00	\$ 75,000.00	\$ -	\$ 60,000.00	\$ 17,250.00	\$ 42,750.00						
59	Ginkgo Biloba	EA	3.00	0.00	0.00	0.00	\$ 580.00	\$ 1,740.00	\$ -	\$ -								
60	Crape Myrtle	EA	20.00	0.00	0.00	0.00	\$ 220.00	\$ 4,400.00	\$ -	\$ -								
61	Chaste Tree	EA	24.00	0.00	0.00	0.00	\$ 220.00	\$ 5,280.00	\$ -	\$ -								
62	Elm	EA	3.00	0.00	0.00	0.00	\$ 330.00	\$ 990.00	\$ -	\$ -								
63	Autumn Embers Azalea	EA	49.00	0.00	0.00	0.00	\$ 36.00	\$ 1,764.00	\$ -	\$ -								
64	Bushing Bride Hydrangea	EA	10.00	0.00	0.00	0.00	\$ 28.00	\$ 280.00	\$ -	\$ -								
65	Soft Touch Holly	EA	31.00	0.00	0.00	0.00	\$ 27.00	\$ 837.00	\$ -	\$ -								
66	Indian Hawthorne	EA	42.00	0.00	0.00	0.00	\$ 27.00	\$ 1,134.00	\$ -	\$ -								
67	Ground Cover/ Perennials	SY	720.00	0.00	0.00	0.00	\$ 55.00	\$ 39,600.00	\$ -	\$ -								
68	Sodding	SY	5,000.00	750.00	0.00	750.00	\$ 3.50	\$ 17,500.00	\$ -	\$ 2,625.00		\$ 2,625.00						
69	6" Waterline	LF	370.00	50.00	0.00	50.00	\$ 40.00	\$ 14,800.00	\$ -	\$ 2,000.00		\$ 2,000.00						
70	Fire Hydrant Assembly	EA	5.00	5.00	0.00	5.00	\$ 4,474.00	\$ 22,370.00	\$ -	\$ 22,370.00	\$ 4,470.00	\$ 17,900.00						
71	60" Sewer MH	EA	2.00	0.00	0.00	0.00	\$ 6,440.00	\$ 12,880.00	\$ -	\$ -								
72	3/4" Water Service	EA	8.00	0.00	0.00	0.00	\$ 1,874.00	\$ 14,992.00	\$ -	\$ -								
73	Horizontal Offset	EA	1.80	0.00	0.00	0.00	\$ 4,788.00	\$ 4,788.00	\$ -	\$ -								
74	Vertical Offset	EA	3.00	1.00	0.00	1.00	\$ 4,828.00	\$ 13,878.00	\$ -	\$ 4,828.00	\$ 2,828.00	\$ 2,000.00						
75	4" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 880.00	\$ 880.00	\$ -	\$ -								
76	6" Valve and Box	EA	6.00	5.00	0.00	5.00	\$ 932.00	\$ 5,592.00	\$ -	\$ 4,660.00		\$ 4,660.00						
77	8" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 1,454.00	\$ 1,454.00	\$ -	\$ -								
78	Kicker Joint	EA	2.00	1.00	0.00	1.00	\$ 903.00	\$ 1,806.00	\$ -	\$ 903.00		\$ 903.00						
79	6x6 Tee	EA	3.00	1.00	0.00	1.00	\$ 530.00	\$ 1,590.00	\$ -	\$ 530.00		\$ 530.00						
80	6" Sewer	LF	100.00	0.00	0.00	0.00	\$ 220.00	\$ 22,000.00	\$ -	\$ -								
81	4" Schedule 80 Pvc with pullwire	LF	32,000.00	23,383.00	0.00	23,383.00	\$ 6.25	\$ 200,000.00	\$ -	\$ 146,143.75								\$146,143.75
82	Light Pole Foundations	EA	45.00	0.00	0.00	0.00	\$ 682.00	\$ 30,690.00	\$ -	\$ -								
83	4" Schedule 80 pvc (Street Lighting)	LF	4,920.00	1,950.00	1,500.00	3,450.00	\$ 18.80	\$ 62,856.00	\$ 25,200.00	\$ 57,960.00		\$ 57,960.00						\$ 57,960.00
84	Splice Box	EA	45.00	4.00	0.00	4.00	\$ 525.00	\$ 23,625.00	\$ -	\$ 2,100.00		\$ 2,100.00						\$ 2,100.00
85	Utility Vault	EA	6.00	5.00	0.00	5.00	\$ 10,500.00	\$ 63,000.00	\$ -	\$ 52,900.00		\$ 52,900.00						\$ 52,900.00
86	Addendum 6" water line	LF	30.00	30.00	0.00	30.00	\$ 65.00	\$ 1,950.00	\$ -	\$ 1,950.00		\$ 1,950.00						\$ 1,950.00
87	Addendum 6x6 Tee	EA	1.00	1.00	0.00	1.00	\$ 903.00	\$ 903.00	\$ -	\$ 903.00		\$ 903.00						\$ 903.00

**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: <u>14</u> INVOICE NO.: <u>8131596</u>
EN03-300-108, C502, UPC95571/93722	ESTIMATE FOR PERIOD ENDING: 1/1/2012 thru 1/31/2012
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

FROM SCHEDULE OF PRICES				TOTAL QUANTITIES REQUESTED			UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED	SCHEDULED	PREVIOUSLY	FOR	TOTAL TO	SCHEDULED	TOTAL	TOTAL DUE	TOTAL DUE	Funding	Funding	Funding	Funding
		UNIT	QUANTITY	REPORTED	MONTH	DATE	UNIT PRICE	CONTRACT	THIS PERIOD	TO DATE	Breakdown	Breakdown	Breakdown	Breakdown
88	Addendum 8x8 Reducer	EA	1.00	1.00	0.00	1.00	\$ 476.00	\$ 476.00	\$ -	\$ 476.00		\$ 476.00		
89	Addendum DI-3A	EA	2.00	0.00	0.00	0.00	\$ 4,881.00	\$ 9,722.00	\$ -	\$ -				
<b>TOTALS</b>								<b>\$2,583,555.50</b>	<b>\$99,993.93</b>	<b>\$1,390,923.87</b>	<b>\$ 165,329.00</b>	<b>\$ 963,999.68</b>	<b>\$ -</b>	<b>\$258,703.75</b>
<b>ADDITIONAL WORK</b>														
90	CO# 1 - PCO #1 - Additional Tree Removal	LS	1.00	0.00	0.00	0.00	\$ 6,258.39	\$ 6,258.39	\$ -	\$ -				
91	CO #2 - Install larger Junction Box	LS	1.00	0.00	0.00	0.00	\$ 7,513.99	\$ 7,513.99	\$ -	\$ -				
92	CO #3 - AT & T Conflict Structure & Pipe Revision	LS	1.00	0.00	0.00	0.00	\$ 9,496.19	\$ 9,496.19	\$ -	\$ -				
93	CO #4 - Conflict with Sewer at Hill St	LS	1.00	0.00	0.00	0.00	\$ 13,310.84	\$ 13,310.84	\$ -	\$ -				
<b>TOTALS:</b>								<b>\$2,630,134.91</b>	<b>\$99,993.93</b>	<b>\$1,390,923.87</b>	<b>\$ 165,329.00</b>	<b>\$ 963,999.68</b>	<b>\$ -</b>	<b>\$258,703.75</b>

February 16, 2012

Town of Smithfield  
 Town Manager's Office  
 315 Main Street, P.O. Box 246  
 Smithfield, VA 23431

**Pay Application 3 for the installation of the Verizon and Charter Communications conduit.**

Explanation of Amount Certified

Application No: 3  
 Application Date: 2/2/2012  
 Period To: 1/31/2012

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010  
 Invoice No: 8131596B

The amount certified was adjusted as shown below:

Contract Sum to Date..... \$147,638.00  
 Total Completed and Stored to Date..... \$125,492.30  
 Total Earned Less Retainage..... \$125,492.30  
 Current Payment Due..... \$22,145.70

VENDOR: Excel  
 ACCOUNT # \_\_\_\_\_  
 DEPT HEAD R.H.  
 TOWN MANAGER PHS

**APPLICATION AND CERTIFICATE FOR PAYMENT**

SUBMITTED TO: THE TOWN OF SMITHFIELD  
P O BOX 246  
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET  
STREETSCAPE IMPROV.  
PHASE V  
SMITHFIELD, VA

APPLICATION NO.: 3  
APPLICATION DATE: 2/2/2012  
PERIOD TO: 1/31/2012

SUBMITTED FROM: Excel Paving Corporation  
1132 Harmony Road  
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, C502, UPC9557/193722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 8131586B

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	\$ -	\$ -
Approved this Month			
	Date Approved	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	TOTALS	\$ -	\$ -
Net Change by Change Orders		\$ -	\$ -

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet Attached.

ORIGINAL CONTRACT SUM \$ 147,638.00

Net Change by Change Orders To..... \$ -  
(Line 1± 2)

Contract Sum To Date..... \$ 147,638.00

Total Completed and Stored To Date..... \$ 125,492.30  
(Column G)

Retainage:

0% of Completed Work \$ -  
(Column D + E)

10% of Stored Material \$ -  
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 125,492.30  
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

Less Previous Payments..... \$ 103,348.60  
(Line 6 from prior Certificate)

Current Payment Due..... \$ 22,145.70

Balance to Finish including Retainage..... \$ 22,145.70  
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

By: \_\_\_\_\_

Date: 2-15-12

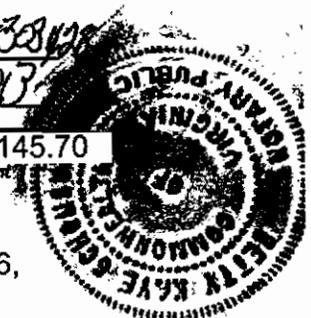
State of Virginia  
City of Norfolk  
Subscribed and sworn to before me this  
15 day of February, 2012  
NOTARY PUBLIC  
Signed: *Betty Kaye*  
My Commission Expires: July 31, 2013

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$22,145.70  
(Attach explanation if amount certified differs from Amount applied for.)  
ARCHITECT: Clark Nexsen

By: *Clark Nexsen* Date: February 16, 2012



**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

pg of

(To Be Accompany By "Subcontractor's Application for Payment")

PROJECT SOUTH CHURCH STREET  
STREETSCAPE IMPROV. PHASE V  
SMITHFIELD, VA

APPLICATION: 3  
INVOICE NO.: 8131596B

EN03-300-108, C502, UPC95571/93722

ESTIMATE FOR PERIOD ENDING: 1/31/2012

SUBCONTRACTOR:  
EXCEL PAVING CORP.

SUBCONTRACTOR'S ADDRESS/CONTACT:  
1132 HARMONY ROAD  
NORFOLK, VA 23502

FROM SCHEDULE OF PRICES			TOTAL QUANTITIES REQUESTED				UNIT PRICES			
ITEM NO:	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE
1	General Items Furnish and Install New services for 2" Carter and Verizon Severice Conduit	LS	1.00	0.70	0.15	0.85	\$147,638.00	\$ 147,638.00	\$ 22,145.70	\$125,492.30
Totals:								\$ 147,638.00	\$ 22,145.70	\$125,492.30

**Town of Smithfield, Virginia  
Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<b>INDEPENDENT PROJECTS</b>	<b>Fee Basis</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Previous Amount Billed</b>	<b>Amount Due This Invoice</b>
<i>Consent Order/ Locality-HRSD Coordination (HR04103-27)</i>					
Coordination Activities	Lump Sum	98.50%	\$ 147,750.00	\$ 146,370.00	\$1,380.00
<i>Consent Order / SSES Task 2 Pump Station Inspections (HR04103-44R)</i>					
Pump Station Inspections	Lump Sum	90.00%	\$ 34,650.00	\$ 32,959.85	\$1,690.15
<i>Consent Order / SSES Task 8 Data Analysis and Condition (HR04103-50R)</i>					
Data Analysis	Lump Sum	87.20%	\$ 58,424.00	\$ 43,221.70	\$15,202.30
<i>Consent Order/SSO Private Property I/I Abatement Program (HR04103-57RI)</i>					
Program Assistance	Lump Sum	36.10%	\$ 9,025.00	\$ 7,150.00	\$1,875.00
<i>Consent Order/ SSO Field Services Phase 2 CCTV (HR04103-58R)</i>					
Field Services	Lump Sum	79.00%	\$ 94,800.00	\$ 70,800.00	\$24,000.00
<i>Consent Order/SSO General Regional Hydraulic Model (HR04103-59RI)</i>					
Model Development	Lump Sum	88.80%	\$ 26,640.00	\$ 21,831.00	\$4,809.00



VENDOR # \_\_\_\_\_  
 ACCOUNT # 004-42070-7017  
 DEPT HEAD W. J. J.  
 TOWN MANAGER PLS

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>Consent Order/SSO General Rehabilitation Plan</i> (HR04103-60RI)					
Plan Development	Lump Sum	3.30%	\$ 5,775.00	\$ -	\$5,775.00
<i>Consent Order/SSO MOM Program Full Hydraulic Model Phase 2</i> (HR04103-61RI)					
Model Development	Lump Sum	1.90%	\$ 2,185.00	\$ -	\$2,185.00
				<b>TOTALS</b>	<b>\$56,916.45</b>

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-27)</i> Consent Order / HRSD-Locality Coordination	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Coordination Activities	January	Lump Sum	\$150,000.00	98.50%	\$147,750.00	\$146,370.00	\$1,380.00
Project Totals			\$150,000.00	98.50%	\$147,750.00	\$146,370.00	\$1,380.00

**TOTAL = \$1,380.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-44R)</i> Consent Order / SSES Task 2 Pump Station Inspections	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Field Tasks - Pump Station Inspections	January	Lump Sum	\$38,500.00	90.00%	\$34,650.00	\$32,959.85	\$1,690.15
Project Totals			\$38,500.00	90.00%	\$34,650.00	\$32,959.85	\$1,690.15

*TOTAL = \$1,690.15*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-50R)</i> Consent Order / SSES Task 8 Data Analysis and Condition	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Data Analysis	January	Lump Sum	\$67,000.00	87.20%	\$58,424.00	\$43,221.70	\$15,202.30
Project Totals			\$67,000.00	87.20%	\$58,424.00	\$43,221.70	\$15,202.30

*TOTAL = \$15,202.30*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-57R1)</i> Private Property I/I Abatement Program	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<i>Project Labor</i>							
Program Assistance	January	Lump Sum	\$25,000.00	36.10%	\$9,025.00	\$7,150.00	\$1,875.00
Project Totals			\$25,000.00	36.10%	\$9,025.00	\$7,150.00	\$1,875.00

*TOTAL = \$1,875.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-58R)</i> Field Services Phase 2 CCTV	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Field Services	January	Lump Sum	\$120,000.00	79.00%	\$94,800.00	\$70,800.00	\$24,000.00
Project Totals			\$120,000.00	79.00%	\$94,800.00	\$70,800.00	\$24,000.00

**TOTAL = \$24,000.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-59R1)</i> Consent Order / SSO General Regional Hydraulic Model	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Model Development	January	Lump Sum	\$30,000.00	88.80%	\$26,640.00	\$21,831.00	\$4,809.00
Project Totals			\$30,000.00	88.80%	\$26,640.00	\$21,831.00	\$4,809.00

**TOTAL = \$4,809.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-60RI)</i> Consent Order / SSO Rehabilitation Plan	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Plan Development	January	Lump Sum	\$175,000.00	3.30%	\$5,775.00	\$0.00	\$5,775.00
Project Totals			\$175,000.00	3.30%	\$5,775.00	\$0.00	\$5,775.00

TOTAL = \$5,775.00

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*PROJECT BILLING FOR PERIOD BEGINNING JANUARY 1, 2012 TO JANUARY 31, 2012*

<i>GENERAL REVIEW SERVICES (HR04103-61RI)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2	<b>Billing Period</b> (2012)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Plan Development	January	Lump Sum	\$115,000.00	1.90%	\$2,185.00	\$0.00	\$2,185.00
Project Totals			\$115,000.00	1.90%	\$2,185.00	\$0.00	\$2,185.00

*TOTAL = \$2,185.00*



# Draper Aden Associates

Engineering • Surveying • Environmental Services

## Progress Report

---

**To:** Ms. Sonja Pruitt  
**Company:** Town of Smithfield  
**From:** Andy Snyder  
**Project Name:** Annual Engineering Services Contract – January 2012 Invoices  
**Project Number:** HR04103-27, HR04103-44R, HR04103-50R, HR04103-57RI, HR04103-58R, HR04103-59RI, HR04103-60RI, HR04103-61RI  
**Date:** February 15, 2012  
**cc:** Bill Hopkins, Scott Schiller

---

### Recent Activities:

1. HR04103-27 – Continued coordination with the Town of Smithfield and other Consent Order related parties, attended Capacity Team and Locality meetings, and provided general Consent Order related assistance.
2. HR04103-44R – Completed the logging of information into the database. This task is complete and no additional work will be performed.
3. HR04103-50R – Continued to organize the data collected throughout the SSES field service tasks and generate condition assessment reports for each SSES basin.
4. HR04103-57RI – Attended a second Private Property I/I meeting with Brown and Caldwell at HRSD's office.
5. HR04103-58R – Continued to review the data collected during the CCTV field work activities and perform QA/QC checks.
6. HR04103-59RI – Completed model revisions required as a result of Minor Revision No. 1 to the RTS and began preparation of Addendum No. 1 to the Hydraulic Model Documentation Report.
7. HR04103-60RI – Began work related to the development of the Town's Rehabilitation Plan, specifically pertaining to recent decisions on how the region should proceed.
8. HR04103-61RI – Began preparation of maps and information required for field crews to begin survey work required for development of the second phase of the Town's full hydraulic model.

### Upcoming Tasks:

1. HR04103-27 – Attend meetings and coordinate with Town/other localities as necessary.
2. HR04103-44R – Task is complete, no additional work will be performed.
3. HR04103-50R – Continue analysis of the data collected during the SSES field service tasks and to develop condition assessment report documentation as required for rehabilitation planning.
4. HR04103-57RI – Attend third Private Property I/I meeting with Brown and Caldwell and HRSD scheduled for March 13<sup>th</sup>.
5. HR04103-58R – Complete review of CCTV data and incorporate the information into the condition assessment reports and Rehabilitation Plan.

\\Hmp-files\projects\HR04\100\HR04103\HR04103-02\WORK\Billing File\2012 Invoice Files\January 2012 Invoices\January 2012 Progress Report 02-15-12.doc

11020 Fishing Point Drive, Suite 110 • Newport News, VA • 23606 • (757) 599-9000 • Fax: (757) 599-2684 • [www.daass.com](http://www.daass.com)

Blacksburg • Charlottesville • Richmond

6. HR04103-59RI – Attend model user group meetings as necessary and continue to assist the Town with regional hydraulic model activities. Complete Addendum No. 1 to the Town's Hydraulic Model Documentation Report and submit it to VDEQ and the Region.
7. HR04103-60RI – Continue to perform work related to development of the Rehabilitation Plan and assist the Town with regional decisions regarding how to proceed.
8. HR04103-61RI – Complete development of maps required to perform field survey work and begin field survey work.

**Scope Changes:**

1. None

**Budget Status/Percent Complete**

1. HR04103-27 – 98.50%
2. HR04103-44R – 90.00% (Task is complete and will not be billed to 100%)
3. HR04103-50R – 87.20%
4. HR04103-57RI – 36.10%
5. HR04103-58R – 79.00%
6. HR04103-59RI – 88.80%
7. HR04103-60RI – 3.30%
8. HR04103-61RI – 1.90%

**Schedule Status/Deliverable Status**

1. HR04103-27 – On-going task for duration of Consent Order Project.
2. HR04103-44R – Task is complete.
3. HR04103-50R – On schedule based on VDEQ deadlines.
4. HR04103-57RI – On schedule based on VDEQ deadlines.
5. HR04103-58R – On schedule based on VDEQ deadlines.
6. HR04103-59RI – On schedule based on VDEQ deadlines.
7. HR04103-60RI – On schedule based on VDEQ deadlines.
8. HR04103-61RI – On schedule.

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

1. None

**Issues you should be aware of/ any other issues:**

1. None

## REQUEST FOR PAYMENT

From: **ENGLISH CONSTRUCTION COMPANY, INC.** To: **TOWN OF SMITHFIELD, VA**  
 P. O. BOX P-7000 P. O. BOX 246  
 LYNCHBURG, VIRGINIA 24505 SMITHFIELD, VA 23431

Invoice: 14701211  
 Draw: #00016  
 Invoice date: 12/29/2011  
 Period ending date: 12/31/2011

Contract For:

**Request for payment:**

Original contract amount	\$4,119,800.00	
Approved changes	-\$1,332,248.00	
Revised contract amount		\$2,787,552.00
Contract completed to date		\$2,787,552.00
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$0.00	
Total completed less retainage		\$2,787,552.00
Less previous requests	\$2,767,552.00	
Current request for payment		\$20,000.00
Current billing		\$0.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	-\$20,000.00	
Current amount due		\$20,000.00
Remaining contract to bill	\$0.00	

Project: 1470  
 South Church Street WTF

Contract date: 7/22/2010

Engineer/Architect	By: <u>[Signature]</u>
Date:	<u>12/23/12</u>
Owner:	By: _____
Date:	_____

CHANGE ORDER SUMMARY	
Changes approved in previous months by Owner	-1,332,248.00
Total approved this Month	
<b>NET CHANGES by Change Order</b>	<b>-1,332,248.00</b>

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the TOWN OF SMITHFIELD, VA relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

State Of Virginia

City/County Of Lynchburg

By: [Signature]

Subscribed and sworn to before me this 29th day of December 2011

VENDOR # \_\_\_\_\_

Notary Public

Date: 12/29/11

ACCOUNT # \_\_\_\_\_

My commission expires:

Carolyn S. Shelton  
July 31, 2013

DEPT HEAD [Signature]

TOWN MANAGER [Signature]

CAROLYN S. SHELTON  
 NOTARY PUBLIC  
 REGISTRATION # 110814  
 COMMONWEALTH OF VIRGINIA  
 MY COMMISSION EXPIRES  
 JULY 31, 2013

## REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14701211

Draw: #00016

Period Ending Date: 12/31/2011 Detail Page 2 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10	Mobilization	201,000.00	201,000.00			201,000.00	100.00		
20	Bond	30,000.00	30,000.00			30,000.00	100.00		
30	License/Insurance	15,000.00	15,000.00			15,000.00	100.00		
40	General Conditions	300,000.00	300,000.00			300,000.00	100.00		
50	Temporary Work	30,000.00	30,000.00			30,000.00	100.00		
60	Demo	20,000.00	20,000.00			20,000.00	100.00		
70	Silt Fence	5,000.00	5,000.00			5,000.00	100.00		
80	Site Cut/Fill	15,000.00	15,000.00			15,000.00	100.00		
90	Strip/Replace Topsoil	10,000.00	10,000.00			10,000.00	100.00		
100	Gravel Drive	40,000.00	40,000.00			40,000.00	100.00		
110	Bioretention	25,000.00	25,000.00			25,000.00	100.00		
120	E & S Measures	7,500.00	7,500.00			7,500.00	100.00		
130	Clearing	7,500.00	7,500.00			7,500.00	100.00		
140	Asphalt Base Stone	40,000.00	40,000.00			40,000.00	100.00		
150	Restoration	10,000.00	10,000.00			10,000.00	100.00		
170	Retaining Wall	15,000.00	15,000.00			15,000.00	100.00		
180	Fence	10,000.00	10,000.00			10,000.00	100.00		
190	Paving	50,000.00	50,000.00			50,000.00	100.00		
200	Concentrate Pump Station Slab	10,000.00	10,000.00			10,000.00	100.00		
205	Concentrate Walls	15,000.00	15,000.00			15,000.00	100.00		
210	Concentrate Top	10,000.00	10,000.00			10,000.00	100.00		
215	Clearwell Slabs	20,000.00	20,000.00			20,000.00	100.00		
220	Clearwell Walls	50,000.00	50,000.00			50,000.00	100.00		
225	Clearwell Top	20,000.00	20,000.00			20,000.00	100.00		
230	Tunnel Footing	10,000.00	10,000.00			10,000.00	100.00		
235	Tunnel Walls	20,000.00	20,000.00			20,000.00	100.00		
240	Tunnel Top	20,000.00	20,000.00			20,000.00	100.00		
245	Lime Pit	10,000.00	10,000.00			10,000.00	100.00		
250	Building Footings	15,000.00	15,000.00			15,000.00	100.00		
255	Pads and Pipes Supports	15,000.00	15,000.00			15,000.00	100.00		
260	Generator Pad	5,000.00	5,000.00			5,000.00	100.00		
265	Concrete Rake per Detail D/S5	5,000.00	5,000.00			5,000.00	100.00		
270	Building Slab	25,000.00	25,000.00			25,000.00	100.00		

## REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14701211

Draw: #00016

Period Ending Date: 12/31/2011 Detail Page 3 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
310	Bldg.-Split Face	5,000.00	5,000.00			5,000.00	100.00		
315	Bldg.-Brick & Precast	35,000.00	35,000.00			35,000.00	100.00		
320	Bldg.-CMU	80,000.00	80,000.00			80,000.00	100.00		
325	Pump Sta.-Split Face	5,000.00	5,000.00			5,000.00	100.00		
330	Pump Sta.-Brick	7,500.00	7,500.00			7,500.00	100.00		
335	Pump Sta.-CMU	7,500.00	7,500.00			7,500.00	100.00		
420	Miscellaneous Metals	40,000.00	40,000.00			40,000.00	100.00		
430	Rough Carpentry	5,000.00	5,000.00			5,000.00	100.00		
440	Trusses	20,000.00	20,000.00			20,000.00	100.00		
450	FRP Fabrications	10,000.00	10,000.00			10,000.00	100.00		
460	Fluid Air Barrier	20,000.00	20,000.00			20,000.00	100.00		
470	Caulking	5,000.00	5,000.00			5,000.00	100.00		
480	Doors/Frames/Hardware	30,000.00	30,000.00			30,000.00	100.00		
490	Overhead Door	15,000.00	15,000.00			15,000.00	100.00		
500	Windows/Glazing	5,000.00	5,000.00			5,000.00	100.00		
510	Drywall	8,000.00	8,000.00			8,000.00	100.00		
515	Metal Framing	4,000.00	4,000.00			4,000.00	100.00		
520	Tile/Flooring	5,000.00	5,000.00			5,000.00	100.00		
530	Painting-Treatment Bldg.	18,000.00	18,000.00			18,000.00	100.00		
535	Painting-Concentrate Pump Sta.	2,000.00	2,000.00			2,000.00	100.00		
540	Louvers/Vents	5,000.00	5,000.00			5,000.00	100.00		
550	Canopy	12,000.00	12,000.00			12,000.00	100.00		
560	Yard Pipe	80,000.00	80,000.00			80,000.00	100.00		
570	Interior Pipe	70,000.00	70,000.00			70,000.00	100.00		
580	Furnish Pipe/Valves	150,000.00	150,000.00			150,000.00	100.00		
590	Gates	60,000.00	60,000.00			60,000.00	100.00		
600	Well Pumps	170,000.00	170,000.00			170,000.00	100.00		
601	Extend Well #10 Casing	3,000.00	3,000.00			3,000.00	100.00		
602	Install Well #10 Pump	12,000.00	12,000.00			12,000.00	100.00		
603	Install Well #8 Pump	15,000.00	15,000.00			15,000.00	100.00		
610	Vertical Pumps	55,000.00	55,000.00			55,000.00	100.00		
620	SST Pumps	150,000.00	150,000.00			150,000.00	100.00		
630	Horz.Split Pumps	15,000.00	15,000.00			15,000.00	100.00		

## REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14701211

Draw: #00016

Period Ending Date: 12/31/2011 Detail Page 4 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
640	Concentrate Pumps	55,000.00	55,000.00			55,000.00	100.00		
650	Chemical Feed System	45,000.00	45,000.00			45,000.00	100.00		
660	Lime Feed System	60,000.00	60,000.00			60,000.00	100.00		
670	Laboratory Equipment	10,000.00	10,000.00			10,000.00	100.00		
680	Casework	10,000.00	10,000.00			10,000.00	100.00		
690	RO System-Submittals	75,000.00	75,000.00			75,000.00	100.00		
695	RO System-Filters	45,000.00	45,000.00			45,000.00	100.00		
700	RO System-CIP	60,000.00	60,000.00			60,000.00	100.00		
705	RO System-Skid	380,000.00	380,000.00			380,000.00	100.00		
710	RO System-I&C	115,000.00	115,000.00			115,000.00	100.00		
715	RO System-Mech Services	20,000.00	20,000.00			20,000.00	100.00		
720	RO System-I&C Services	35,000.00	35,000.00			35,000.00	100.00		
790	[REDACTED]								
800	U.G. Plumbing	40,000.00	40,000.00			40,000.00	100.00		
810	A.G. Plumbing	10,000.00	10,000.00			10,000.00	100.00		
820	Fixtures	15,000.00	15,000.00			15,000.00	100.00		
950	[REDACTED]								
960	DMC Unit	25,000.00	25,000.00			25,000.00	100.00		
970	Electric Heaters	25,000.00	25,000.00			25,000.00	100.00		
980	Mini Split System	10,000.00	10,000.00			10,000.00	100.00		
990	Aaon Unit	50,000.00	50,000.00			50,000.00	100.00		
1000	Fans	30,000.00	30,000.00			30,000.00	100.00		
1010	Duct	35,000.00	35,000.00			35,000.00	100.00		
1020	Controls	10,000.00	10,000.00			10,000.00	100.00		
1030	TABS	5,000.00	5,000.00			5,000.00	100.00		
1120	[REDACTED]								
1125	Demo Temporary Electrical	1,000.00	1,000.00			1,000.00	100.00		
1130	Install Site Lighting	4,000.00	4,000.00			4,000.00	100.00		
1135	Install New Generator	4,000.00	4,000.00			4,000.00	100.00		
1140	[REDACTED]								
1145	Install Temporary Power	7,000.00	7,000.00			7,000.00	100.00		
1150	Install Temp.Pwr.to Shed/Pmp#8	3,000.00	3,000.00			3,000.00	100.00		
1155	Tie-in Temp.Power to Pump	2,000.00	2,000.00			2,000.00	100.00		

## REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14701211

Draw: #00016

Period Ending Date: 12/31/2011 Detail Page 5 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1160	Generator Relocate & Start Up	1,000.00	1,000.00			1,000.00	100.00		
1165	[REDACTED]								
1170	Install VFD's	140,000.00	140,000.00			140,000.00	100.00		
1175	Install Switchboard	57,000.00	57,000.00			57,000.00	100.00		
1180	Install Panelboards	9,000.00	9,000.00			9,000.00	100.00		
1185	Install Transformers	6,000.00	6,000.00			6,000.00	100.00		
1190	Install MCC	51,000.00	51,000.00			51,000.00	100.00		
1195	Coordin.Study Safety Switches	22,000.00	22,000.00			22,000.00	100.00		
1200	Electrical Rough In/Slab	21,000.00	21,000.00			21,000.00	100.00		
1205	Duct Bank	14,000.00	14,000.00			14,000.00	100.00		
1210	Rough In Interior Electrical	82,000.00	82,000.00			82,000.00	100.00		
1215	Elec.Terminations/Trim Out	20,000.00	20,000.00			20,000.00	100.00		
1220	Start Up Facility	5,000.00	5,000.00			5,000.00	100.00		
1225	Install Branch Wire	10,000.00	10,000.00			10,000.00	100.00		
1230	Install Feeder Wire	48,000.00	48,000.00			48,000.00	100.00		
1235	Install Lighting	18,000.00	18,000.00			18,000.00	100.00		
1240	[REDACTED]								
1245	Install Electrical	2,000.00	2,000.00			2,000.00	100.00		
1250	Start Up Pump Station	1,000.00	1,000.00			1,000.00	100.00		
1255	[REDACTED]								
1260	Electrical	1,000.00	1,000.00			1,000.00	100.00		
1265	Start Up Well Pump	1,000.00	1,000.00			1,000.00	100.00		
1330	Generator	200,000.00	200,000.00			200,000.00	100.00		
1340	Unit-Overexcavation	18,000.00	18,000.00			18,000.00	100.00		
1350	Unit-Conduit/Wire	1,800.00	1,800.00			1,800.00	100.00		
1400	[REDACTED]								
1405	Lintel Change	2,233.00	2,233.00			2,233.00	100.00		
1410	Owner Direct Purchase	-1,337,673.00	-1,337,673.00			-1,337,673.00	100.00		
1415	Form Liner Deletion	-1,360.00	-1,360.00			-1,360.00	100.00		
1420	Addn.Drinking Fountr./Mop Sink	5,342.00	5,342.00			5,342.00	100.00		
1425	Understrength Conc.Test.Credit	-1,147.00	-1,147.00			-1,147.00	100.00		
1430	New Clearwell Ladders	6,929.00	6,929.00			6,929.00	100.00		
1435	Addnl.Pipe 18" DI Connection	2,050.00	2,050.00			2,050.00	100.00		

## REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14701211

Draw: #00016

Period Ending Date: 12/31/2011 Detail Page 6 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1440	CHANGE ORDER NO. 2								
1445	Retaining Wall Changes	2,381.00	2,381.00			2,381.00	100.00		
1450	Curb & Drainage Improvements	9,072.00	9,072.00			9,072.00	100.00		
1455	Delete Painting Trusses	-6,150.00	-6,150.00			-6,150.00	100.00		
1460	Wiring Change for AC Unit	2,366.00	2,366.00			2,366.00	100.00		
1465	Carbon Filter Piping	944.00	944.00			944.00	100.00		
1470	Bac-T Testing Paid by Town	-1,855.00	-1,855.00			-1,855.00	100.00		
1475	Butterfly Valve	848.00	848.00			848.00	100.00		
1480	Add'l.Curb & Gutter	3,572.00	3,572.00			3,572.00	100.00		
1485	Cont.Bid Item Unused-Overexcav	-18,000.00	-18,000.00			-18,000.00	100.00		
1490	Cont.Bid Item Unused-Cond./Wir	-1,800.00	-1,800.00			-1,800.00	100.00		

<b>Totals</b>	2,787,552.00	2,787,552.00				2,787,552.00	100.00		
---------------	--------------	--------------	--	--	--	--------------	--------	--	--

DATE            FEBRUARY 28, 2012

TO                SMITHFIELD TOWN COUNCIL- PUBLIC WORKS COMMITTEE

FROM            WILLIAM T. HOPKINS, III  
                    DIRECTOR OF PLANNING, ENGINEERING, & PUBLIC WORKS

SUBJECT        MOWING CONTRACT RENEWAL

Each year the town engages the services of mowing contractors to supplement the capabilities of our public works staff and equipment. The town has a contract with Country Landscaping for the 2011/2012 fiscal year and the town reserves the right to renew the contract three additional years. The current contract will expire April 11, 2012.

The maintenance operations includes: proper sign layout as per current VDOT specifications, trash pickup, grass cutting, and trimming. The work shall be performed twice a month during the growing season or as directed by Mr. William T. Hopkins, III, the Director of Planning, Engineering & Public Works.

There will be no change in the contract price of \$1570 per cut. Proposal letter from Country Landscaping is attached. Staff has been pleased with their work and therefore we are recommending that this contract be extended one more year.

January 6, 2012

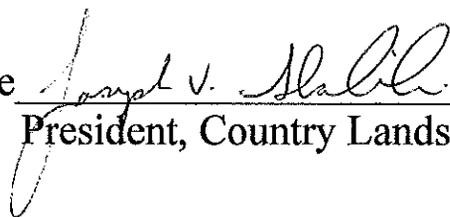
Country Landscaping Inc.  
3347 South Shore Drive  
Smithfield, VA. 23430  
757-390-8519  
State Contractor# 2705-126696

Town of Smithfield  
310 Institute Drive  
Smithfield, VA. 23430

This is a proposal for the 2012 mowing season. The contract is for the time period of April 1, 2012 through November 30, 2012. Mowing will be completed twice a month, with the exception of the side hill on Route 10 bypass. The hill side on the bypass will be hand cut at least once a month.

The cost of the contract per cut will be \$1,570.00. The price is the same price as the 2011 mowing contract. I would like to help the tax payers of Smithfield by keeping the cost the same. We replaced 2 signs in 2011 and given the contract this year, we will replace 2 more in 2012.

Signature

 1/19/2012  
\_\_\_\_\_  
President, Country Landscaping Inc.

Signature

\_\_\_\_\_  
Town of Smithfield Manager

Smithfield on the Move  
Status Update & FY12/13

Smithfield on the Move requests the following items be on the agenda for discussion at the Town Council's Public Buildings and Welfare Committee, 2/28/2012.

1. Current Status Update

2. Upcoming Grant Applications

a) The Virginia Foundation for Healthy Youth - Healthy Community Action Team to Prevent Childhood Obesity. Grant Deadline: March 27, 2012

b) Obici Healthcare Foundation - Round 11 - Concept Paper Deadline May 5, 2012

3. Plan of Action for FY12/13

4. Funding Timeline for FY12/13

5. Request of Town support & endorsements to move forward with above listed grant applications