



**Finance Committee continued...**

- d. IOW County Bond Obligation - Debt Service Fee \$36,909.35
  - 5. Amendments to Adopted Personnel Policies Manual
    - a. Policy 4.1 Pay and Classification Plan
    - b. Policy 4.8 Compensatory Time
  - 6. Appropriation Resolution to Carry Funds Forward
  - 7. Resolution to Approve Fiscal Year 2013\2014 Budget
- TAB # 9**  
**TAB # 10**

**TUESDAY, JUNE 25<sup>TH</sup>, 2013**

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

- 1. Public Comments
- 2. Operational Updates

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

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

- 1. Public Comments
  - 2. Request from Villas of Smithfield to Transfer Ownership of the Two Private Roads within their Association to the Town of Smithfield Making them Public Road ways.
  - 3. Contract Renewal for Underground Utilities with Lewis Construction for One Additional Year
- TAB # 11**  
**TAB # 12**

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

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

- 1. Public Comments
  - 2. Pinewood Heights Relocation Project – Phase II Update
  - 3. Public Restroom Facility Agreement - DRAFT
- TAB # 13**  
**TAB # 14**

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**\*\*\* Additional Item Not Listed on Committee but will be on Council's July 2<sup>nd</sup> Agenda\*\*\***

- Approval of June 4<sup>th</sup> Town Council Minutes



Reservations Town of Smithfield Parks & Recreation  
 220 North Church Street  
 Smithfield VA 23430  
 United States  
 757-356-9939 / Fax 757-365-4819

Confirmation

<b>Group</b>	<b>Reservation:</b>	2203
Dan Netzer	Event Name:	Ham-azing Time Trials
<del>Virginia Cycling Association</del>	Status:	Confirmed
Celerity Cycling	Phone:	555-5555
	Event Type:	Community Event

Bookings / Details	Quantity	Price	Amount
<b>Sunday, July 14, 2013</b>			
<b>9:00 AM - 3:00 PM Ham-azing Time Trials (Confirmed) Town Streets</b>			
Town Services :			
9:00 AM - 3:00 PM Town Services			
Application Fee	1	25.00	25.00
Subtotal			25.00
Grand Total			25.00

Special Event Application for Permit

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to hold an open to the public Special Event on town property will have to complete an application process. Open to the public special events are different in nature from private events and many factors for public events have to be taken into consideration such as impact to property and community, frequencies of other planned events, type of event and organization's ability to quickly repair/reclaim site in the event of damage.

This application will be presented for review by the Special Events Review Committee. The Town is authorized to issue permits for Special Events occurring within the town limits pursuant to the procedures established by the Town. Please allow time in your event-planning schedule for the review/approval and permitting process. Public events will require security, required state and local permits (food, ABC, etc) and restroom rentals.

Event Organizer: Celerity Cycling

Website: www.celeritycycling.com

1st Time Event  Annual / Reoccurring Event   
 If yes, how many times has the event taken place? \_\_\_\_\_

Event Category:  
 Festival  Concert  Parade  Run/Walk  Bike Race/Tour  Car Show   
 Other \_\_\_\_\_

Average Tickets Price \$ 35

Expected Attendance: 120 Largest One-time Attendance: \_\_\_\_\_

Bookings / Details

Quantity

Price

Amount

Description/Purpose of Event: USA Cycling - ~~xxxxxxxxxx~~ time trial (bicycle race)

List benefits of your event to the Community: Tourism, athletics, health and well being

Recipient of Proceeds: Local charities (e.g. Smithfield Fire Dept.); NAMI.

Alcohol Service and/or Sales: Yes  No 
What are the date(s) and times of service/sales of alcohol?

Having music live bands or dj? Yes /  No 
What are the date(s) and times for music?

Please check all that your event will include:

- Food, Catered # \_\_\_\_\_
- Food, by Organization # \_\_\_\_\_
- Retail Vendors, Non-Profit # \_\_\_\_\_
- Retail Vendors, For Profit # \_\_\_\_\_
- Port-a-Potties # 2
- Fencing/Barricades # \_\_\_\_\_
- Trash Cans # 2
- Generators # \_\_\_\_\_
- Dumpsters # \_\_\_\_\_
- Special Lighting # \_\_\_\_\_
- Recycle Containers # \_\_\_\_\_
- Golf carts/ATVs # \_\_\_\_\_
- Tents # \_\_\_\_\_ & Sizes \_\_\_\_\_
- Staging # \_\_\_\_\_ & Sizes \_\_\_\_\_
- First Responders- EMS, Fire
- Fireworks
- Allowing pets
- Providing Shuttle Service

Are you requesting that the Town of Smithfield provide any of the following items/elements for your event:

Road Closures (list roads and hours needed for closure): No.

Windsor Castle Park Trail Closures (list trail area and hours needed for closure): No.

Bookings / Details

Quantity Price Amount

\* All Open to the Public events require at least one Town of Smithfield Off Duty Police Officers officer. More officers may be required according to crowd size, events with alcohol etc.

Security \$ 38.00 per officer, per hour

Light Tower \$ 25

Trash Cans and Dumpster \$ 25

Cones

Do you need water hookup (for catering, bathroom trailers)? No.

(Electrical service will have to be supplied by generators and it is your (the event organizer) responsibility.)

What is your plan in the event of bad weather? Event will be cancelled in the event of dangerous conditions.

Will you be able to provide a certificate of insurance for \$1,000,000? yes no

Policy Number

Name of Insurance Liability Carrier:

Insurance Company Address and Phone Number

Tax Exemption Number: 27-0728612

Initial Each Policy:

- 1.) Application Deadlines- Any person, organization or company seeking the issuance of a Special Event Permit shall apply by filing a completed Special Event Permit Application with the Town not less than 6 calendar months, nor more than two (2) years, before the proposed Special Event date(s).
2.) Application Fee- No Special Event Permit Application shall be considered until the applicant has paid a \$25.00 application fee. No refund of the application fee will be made.
3.) Payment of Town Services- The Town will invoice the Event Organizer after the application approval. All invoices must be paid within thirty (30) calendar days.
4.) Insurance- The applicant shall procure and maintain insurance at all times during its use of the Event Venue, and shall name the "Town of Smithfield, it's officers, officials, employees and agents" as an additional insured there under. The applicant shall provide the Town with a certificate of insurance no later than fifteen (15) calendar days of application approval.
5.) Permits Not Transferable- No Special Event Permit or conditional approval may be transferred.
6.) Order and Special Event Exclusivity- Special Event Permit Applications shall be considered and processed in order of receipt by the Town. The use of a particular public Event Venue shall be allocated in order of receipt of fully completed applications. The Town will provide exclusivity to each Event Organizer that is granted a Special Event Permit. This exclusivity will provide sole use of the special event venue on the approved dates as outlined in the Permit. Furthermore, no other similar Special Event will be approved for the same Event Venue for 15 days prior to the start of the approved initial Event, or for 15 days after the last day of the approved Event. Approved annual events shall be given first right to the event venue of their choice.
7.) Special Event Permit Application Review and Written Notice of Approval or Denial -All Special Event Permit Applications are subject to review by the Town. Event Organizers may be requested to meet with Town representatives to review event plans, layout and all other event logistics prior to the official decision and notification of approval or

## Bookings / Details

Quantity

Price

Amount

denial of the Event's application.

Applicant will be notified within forty five (45) calendar days of the date on which a Special Event Permit application is fully completed and filed with the Town of approval or denial. However, the Town may extend the period of review for an additional fifteen (15) days by issuance of a written notice of extension.

Approval of permit will be sent to event organizer with the listing of Town Services costs. Payment of these services must be made within 30 calendar days of receiving the approval permit.

Notice of denial will be sent to event organizer citing one of the 18 reasons for denial (see Town of Smithfield Special Events Policy). An Event Organizer may file a written appeal to the Town Manager within seven (7) calendar days if a Special Event Permit Application has been denied or a specific Town requirement or restriction outlined in an approved or conditionally approved Special Event Permit is considered to be unreasonable.

8.) Written Post-Event Review- Within thirty (30) calendar days from the completion of a Special Event, the Town will require the Event Organizer to complete a Post-Event Review. At that time the Town may provide the Event Organizer a written review of items and/or concerns related to their Event that may negatively influence the Event Organizer's ability to obtain future Special Event Permits.

9.) Use of Town Logo or Name- Prior authorization from the Town of Smithfield is required for an Event Organizer to use the words, "The Town of Smithfield" or "Town of Smithfield" or a facsimile of the official logo of the Town of Smithfield, in the title and/or promotional materials of a Special Event.

10.) Revocation of Special Event Permit- A Special Event Permit may be revoked at any time prior to or during the event if the Town determines the event is a.) in violation of any condition of the Special Event Permit. b.) the event poses a threat to public health or safety c.) the Event Organizer or any person associated with the event has failed to obtain any other permit required pursuant to this policy.

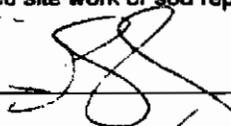
11.) Other Permits and Licenses- The issuance of a Special Event Permit does not relieve any Event Organizer or person from the obligation to obtain any other permit or license required pursuant to Town Code.

12.) Alcoholic Beverages at Special Events- The Event Organizer must obtain the appropriate license from the Virginia Department of Alcohol Beverage Control and follow all laws pertaining to alcohol service and sales shall be strictly enforced at all times. The Town of Smithfield reserves the right to deny, cease or restrict the serving or consumption of beer and/or wine either prior to or during a Special Event.

13.) Indemnification and Reimbursement Agreement- The applicant promises and covenants to reimburse the Town for any costs incurred by the Town; and to indemnify the Town and hold it harmless from any liability to any person resulting from any damage or injury occurring in the connection with the permitted Special Event caused by the action of the permittee, the Event Organizer, its officers, employees or agents or any person under their control insofar as permitted by law.

If permission is granted, the undersigned and/or organization, will remain responsible for all venue rental fees, equipment rentals, ABC and health department certificates, security, and damage, including potential site reclamation costs such as landscaped site work or sod replacement, or extraordinary cleaning arising from the specified event.

Event Organizer's  
Signature



Date 3/26/13

Print Name

Daniel P. Nelson

#2174



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

In order to better serve our community, recognized non-profits, educational, community and service organizations, as well as, local government agencies, churches and charitable groups, organizations wanting to hold an open to the public Special Event on town property will have to complete an application process. Open to the public special events are different in nature from private events and many factors for public events have to be taken into consideration such as impact to property and community, frequencies of other planned events, type of event and organization's ability to quickly repair/reclaim site in the event of damage.

This application will be presented for review by the Special Events Review Committee. The Town is authorized to issue permits for Special Events occurring within the town limits pursuant to the procedures established by the Town. Please allow time in your event-planning schedule for the review and permitting process.

Event Name	event name	SMITHFIELD RURITAN CLUB CAR SHOW #12
Event Date		OCTOBER 12, 2013
Event Organizer	event organizer	SMITHFIELD RURITAN CLUB
Website	website	NONE

#### Event Contacts

Name	JULIE HOPKINS	Cell Phone	754-6996	Email	JULIAHOPKINS55@gmail.com
Name	CHRIS HUNT	Cell Phone	239-2558	Email	CLH fm TS 14@VERIZON.NET

1st Time Event

Annual Event  If yes, how many times has the event taken place? 10xL

#### Event Category

Festival  Concert  Parade  Run/Walk  Bike Race/Tour  Car Show  Other

Average Tickets Price \$  /admission price \$20 PER VEHICLE

120 VEHICLES

Expected Attendance  Largest One-time Attendance  120 VEHICLES  
+ SPECTATORS - @ 5000 PEOPLE

Participants will be  youth  adults  both

#### Description/Purpose of Event

[Click here to enter text.](#)

TO RAISE MONEY FOR CLUB'S CHARITIES

#### List benefits of your event to the Community

[Click here to enter text.](#)

COMMUNITY OUTREACH, TOWN VISIBILITY



Town of Smithfield, Virginia  
Special Event Application for Permit

Recipient of Proceeds

Click here to enter text.

CLUB'S LOCAL CHARITIES

Alcohol Service and/or Sales?  Yes  No

What are the date(s) and times of service/sales of alcohol?

Click here to enter text.

Having music live bands or DJ?  Yes  No

What are the date(s) and times for music? Click here to enter text.

Oct 12, 9 AM - 3 PM

What is your plan in the event of bad weather?

Click here to enter text.

EVENT IS CANCELLED

Will you be able to provide a certificate of insurance for \$1,000,000?  yes  no

Policy Number Click here to enter text.

Name of Insurance Liability Carrier: Click here to enter text.

Insurance Company Address and Phone Number

Click here to enter text.

Tax Exemption Number: Click here to enter text.

54-6064589

Please check all that your event will include

<input type="checkbox"/> Food, Caterer number	<input type="checkbox"/> Food, by Organization number
<input type="checkbox"/> Retail Vendors Non-Profit number	<input type="checkbox"/> Retail Vendors For Profit number
<input type="checkbox"/> Port-a-Potties number	<input type="checkbox"/> Fencing/Barricades
<input type="checkbox"/> Trash Cans number	<input type="checkbox"/> Generators number
<input type="checkbox"/> Dumpsters number	<input type="checkbox"/> Special Lighting number
<input type="checkbox"/> Recycle Containers number	<input type="checkbox"/> Golf carts/ATVs number
<input type="checkbox"/> First Responders- EMS, Fire	

<input checked="" type="checkbox"/> Tents	number & sizes	1 10x20 (REGISTRATION)
<input checked="" type="checkbox"/> Staging	number & sizes	DJ @ SMITHFIELD TIMES BAND STAND

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

Road Closures (list roads and hours needed for closure):



Town of Smithfield, Virginia  
Special Event Application for Permit

Click here to enter text

100, 200, 300 BLOCKS OF MAIN STREET  
8 AM - 3 PM

Windsor Castle Park Trail Closures (list trail area and hours needed for closure):

Click here to enter text

N/A

Security \$ 41 per officer per hour

(An Open to the Public Event is required to use Town of Smithfield Off Duty Police Officers. The number of officers required will depend on your event size and type. The officer(s) report a half hour before the event begins and must remain a half hour after the event closes.)

Light Tower \$ 150

Trash Cans \$ 0

Dumpster \$ 0

Cones \$ 0

If any of these items are selected, a Public Works staff member will have to be on site at a rate of \$ 25 per staff person per hour.

Do you need water hookup (for catering, bathroom trailers)?  NO

Electrical service will have to be supplied by generators and it is your (the event organizer) responsibility.

Initial Each Policy:

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

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

13.) Indemnification and Reimbursement Agreement- The applicant promises and covenants to reimburse the Town for any costs incurred by the Town; and to indemnify the Town and hold it harmless from any liability to any person resulting from any damage or injury occurring in the connection with the permitted Special Event caused by the action of the permittee, the Event Organizer, its officers, employees or agents or any person under their control insofar as permitted by law.

If permission is granted, the undersigned and/or organization will remain responsible for all venue rental fees, equipment rentals, ABC and health department certificates, security, and damage, including potential site reclamation costs such as landscaped site work or sod replacement, or extraordinary cleaning arising from the specified event.

Event Organizer's Signature Julia Hopkins Date 5-29-2013  
Print Name Julia Hopkins

**Attach the following documents:**

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

NOTICE OF PUBLIC HEARING  
THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD  
AN ORDINANCE TO ESTABLISH SERVICE CHARGES  
FOR THE TOWN'S WATER UTILITY

Notice is hereby given that the Town Council of the Town of Smithfield, Virginia, will hold a public hearing at the continued meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Monday, June 24, 2013, at 6:00 p.m. to consider the adoption of amendments to Chapter 82, Sections 82-33 of the Code of the Town of Smithfield, Virginia to revise and establish service charges for the Town's water utility.

Copies of the current provisions of the Code of the Town of Smithfield, Virginia, and all amendments thereto, along with copies of the proposed revisions and amendments of the Code of the Town of Smithfield, Virginia are on file and may be examined in the office of the Town Manager, 911 S. Church Street, Smithfield, VA 23430.

Any person desiring to be heard in favor of, in opposition to, or to express his or her views with respect to the aforesaid revisions and amendments to these ordinances may appear and be heard.

TOWN OF SMITHFIELD, VIRGINIA

By: Lesley King, Clerk

Publish: June 12, 2013

DATE JUNE 24, 2013

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER COMMITTEE

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

SUBJECT SANITARY SEWER REHABILITATION

Each year the town engages the services of a sanitary sewer rehabilitation contractor to clean and line damaged sewer lines. The town does not own the equipment necessary to perform this type of work. The town had a contract with Tri-State Utilities for the 2012/2013 fiscal year and the town reserves the right to renew the contract for one additional year. The current contract will expire July 2013.

The sanitary sewer rehabilitation contract includes the following type of work:

- Provide labor and equipment to clean and TV sanitary sewer lines prior to lining
- Provide labor and equipment to install CIPP or Ultraliner Liner. The work shall include traffic control and bypassing
- All active laterals shall be reinstated internally using robotic cutters
- Existing lift station cannot be shut down. Bypass will have to be setup upstream of sanitary sewer lines to be lined

Staff has been pleased with their work and recommends that this contract be renewed one additional year. There will be no changes in contract terms or prices.



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# TOWN OF SMITHFIELD

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*"The Ham Capital of the World"*

TO: Smithfield Town Council Water & Sewer Committee

FROM: William T. Hopkins, III, CZA – Director of Planning, Eng. & Public Works

DATE: June 19, 2013

RE: Cost Share Proposal for Utilities - Livengood Property – Phase 1 Pinewood Heights

Mr. Bob Livengood is the owner of Lots 68-71 on Carver Avenue in Pinewood Heights. This is an area in which, all of the residential structures have been demolished and the commercial development has not started. Currently, there are no storm water improvements and minimal water and sewer infrastructure for commercial development in this area, even though this area was provided with residential service previously. However, Mr. Livengood currently owns enough property in this area to meet the minimum lot standards and he wishes to develop it commercially for a contractor's shop/office with outdoor storage; one of the uses that would be desirable in this development.

Once the commercial park plan has been fully developed, there should be a pro rata cost for utilities determined and attached to all of the improved lots that we sell. Unfortunately, there is no pro rata determined at this time and even if there were, it would not really apply to Mr. Livengood's situation, as he already owns his property and would not be able to take advantage of regional storm water improvements.

In an effort to strike a balance in the absence of a pro rata fee structure, and also getting a commercial project for a model built; a cost-sharing proposal was developed. Specifically, it is this:

Mr. Livengood would pay tap fees for a 5/8" water meter of \$9,080; \$3,380 water and \$5,700 sewer.

The water portion of the tap fees would cover the expenses of the town's public works department extending the water main to his project in the right of way.

The sewer portion of the tap fees would not cover the town's expense to pay a private contractor to add a manhole and extend the sewer line to his project. The cost of the extension is estimated to be up to \$18,750; however, this extension would likely be capable of servicing two commercial properties across the street in Phase 2. Due to this it seems equitable to 1) Share the cost with the property owner and 2) Divide it by the number of possible lots it would service. In this case, that would mean dividing by 2 to share the cost between town and property owner, then dividing the product by 3 for the total number of lots serviced; so effectively dividing by 6.

This would mean that Mr. Livengood would pay an additional \$3,125 to go toward the extension of sewer infrastructure in addition to his tap fees.

**DEPT. OF PLANNING, ENGINEERING, AND PUBLIC WORKS**

310 Institute Street, P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 • Fax (757) 357-9933  
[www.smithfieldva.gov](http://www.smithfieldva.gov) • Local Cable Channel 6

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
<b>Revenue</b>						
<b>General Fund revenues</b>						
<b>General Fund revenues</b>						
<b>Real Estate Tax</b>						
Current RE Tax	1,660,000.00	1,659,225.00	1,648,955.00	1,660,345.02	(1,120.02)	100.07%
Delinquent RE Tax	20,000.00	25,000.00	25,000.00	17,708.02	7,291.98	70.83%
Current RE Penalty	6,500.00	6,500.00	8,000.00	6,671.15	(171.15)	102.63%
Delinquent RE Penalty	2,000.00	2,500.00	2,500.00	1,694.98	805.02	67.80%
Current RE Interest	1,000.00	965.00	1,900.00	812.96	152.04	84.24%
Delinquent RE Interest	3,400.00	3,600.00	2,800.00	3,326.28	273.72	92.40%
<b>Total Real Estate Taxes</b>	<b>1,692,900.00</b>	<b>1,697,790.00</b>	<b>1,689,155.00</b>	<b>1,690,558.41</b>	<b>7,231.59</b>	<b>99.57%</b>
<b>Personal Property Tax</b>						
Current PP Tax	838,000.00	838,000.00	812,000.00	837,565.65	434.35	99.95%
Delinquent PP Tax	35,000.00	35,000.00	10,000.00	36,577.47	(1,577.47)	104.51%
Current PP Penalty	13,500.00	13,500.00	10,725.00	14,325.30	(825.30)	106.11%
Delinquent PP Penalty	6,000.00	6,000.00	3,900.00	6,464.76	(464.76)	107.75%
Current PP Interest	650.00	650.00	650.00	904.95	(254.95)	139.22%
Delinquent PP Interest	4,320.00	4,320.00	1,800.00	4,656.97	(336.97)	107.80%
<b>Total Personal Property Tax</b>	<b>897,470.00</b>	<b>897,470.00</b>	<b>839,075.00</b>	<b>900,495.10</b>	<b>(3,025.10)</b>	<b>100.34%</b>
<b>Miscellaneous Receipts Over/Short</b>	<b>15.00</b>	<b>15.00</b>	<b>15.00</b>	<b>(74.65)</b>	<b>89.65</b>	<b>-497.67%</b>
<b>Total Over/Short</b>	<b>15.00</b>	<b>15.00</b>	<b>15.00</b>	<b>(74.65)</b>	<b>89.65</b>	<b>-497.67%</b>
<b>Other Taxes</b>						
Franchise Tax	119,855.00	119,855.00	139,245.00	80,768.64	39,086.36	67.39%
Cigarette Tax	130,000.00	130,000.00	130,000.00	129,521.05	478.95	99.63%
Transient Occupancy Tax	142,000.00	140,000.00	140,000.00	144,331.57	(4,331.57)	103.09%
Meals Tax-4%	794,270.00	801,070.00	776,000.00	750,550.63	50,519.37	93.69%
Meals Tax-2%-budgeted at 1%	397,135.00	369,165.00	194,000.00	345,704.18	23,460.82	93.64%
Communications Tax	245,000.00	245,000.00	238,000.00	183,885.79	61,114.21	75.06%
Rolling Stock	13.00	13.00	25.00	13.19	(0.19)	101.46%
Rental Tax	1,300.00	1,300.00	1,300.00	781.59	518.41	60.12%
Sales Tax	243,000.00	243,000.00	275,000.00	213,862.56	29,137.44	88.01%
Consumption Tax	47,500.00	47,000.00	46,000.00	41,294.29	5,705.71	87.86%
Utility Tax	194,500.00	194,000.00	189,500.00	158,163.28	35,836.72	81.53%
<b>Total Other Local Taxes</b>	<b>2,314,573.00</b>	<b>2,290,403.00</b>	<b>2,129,070.00</b>	<b>2,048,876.77</b>	<b>241,526.23</b>	<b>89.45%</b>
<b>Licenses, Permits &amp; Privilege Fees</b>						

<b>Town of Smithfield</b>						
<b>General Fund Operating Budget</b>						
<b>Description</b>	<b>Proposed Budget 2013/2014</b>	<b>Proposed Budget Revisions 2012/2013</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 05/31/13</b>	<b>Remaining Budget</b>	<b>% of budget</b>
Business Licenses	330,000.00	342,000.00	311,000.00	345,453.56	(3,453.56)	101.01%
Business Licenses Penalty	6,420.00	6,400.00	2,000.00	2,346.22	4,053.78	36.66%
Business Licenses Interest	645.00	640.00	1,500.00	249.36	390.64	38.96%
Permits & Other Licenses	13,000.00	11,000.00	7,000.00	12,528.57	(1,528.57)	113.90%
WC Dog Park Registration	2,200.00	2,200.00	1,860.00	2,248.00	(48.00)	102.18%
Consultant Review Fees	5,000.00	5,000.00	5,000.00	1,350.00	3,650.00	27.00%
Vehicle License Tags	-	6.00	-	6.00	-	100.00%
Vehicle License	135,500.00	135,500.00	130,000.00	136,202.08	(702.08)	100.52%
<b>Total Licenses, permits and privilege fees</b>	<b>492,765.00</b>	<b>502,746.00</b>	<b>458,360.00</b>	<b>500,383.79</b>	<b>2,362.21</b>	<b>99.53%</b>
<b><u>Fines &amp; Costs</u></b>						
Public Defender Fee	-	-	-	-	-	#DIV/0!
<b>Fines &amp; Costs</b>	<b>57,000.00</b>	<b>57,000.00</b>	<b>57,000.00</b>	<b>55,797.68</b>	<b>1,202.32</b>	<b>97.89%</b>
<b>Total Fines &amp; Forfeitures</b>	<b>57,000.00</b>	<b>57,000.00</b>	<b>57,000.00</b>	<b>55,797.68</b>	<b>1,202.32</b>	<b>97.89%</b>
<b><u>From Use of Money and Property</u></b>						
General Fund Interest	6,400.00	6,400.00	8,000.00	5,826.91	573.09	91.05%
Beautification Fund Interest	85.00	150.00	15.00	153.23	(3.23)	102.15%
Rentals	15,685.00	20,300.00	9,365.00	19,126.39	1,173.61	94.22%
Smithfield Center Rentals	143,000.00	143,000.00	135,000.00	141,458.43	1,541.57	98.92%
Smithfield Center Vendor Programs	4,500.00	4,500.00	3,725.00	4,600.00	(100.00)	102.22%
Windsor Castle Event Rentals	-	-	4,000.00	-	-	#DIV/0!
Special Events	1,000.00	3,200.00	-	3,188.00	12.00	99.63%
Fingerprinting Fees	1,000.00	1,000.00	-	980.00	20.00	98.00%
Sale of Equipment	1,000.00	1,891.00	1,000.00	1,891.00	-	100.00%
Sale of Land	-	414,172.00	-	414,171.32	0.68	100.00%
Lease of Land	525.00	525.00	500.00	525.00	-	100.00%
<b>Total revenue from use of money and property</b>	<b>173,195.00</b>	<b>595,138.00</b>	<b>161,605.00</b>	<b>591,920.28</b>	<b>3,217.72</b>	<b>99.46%</b>
<b><u>Miscellaneous Revenue</u></b>						
Other Revenue	2,200.00	2,200.00	1,500.00	2,306.39	(106.39)	104.84%
Cash Proffer Revenues	-	1,500.00	-	1,500.00	-	100.00%
Obici Foundation Wellness Grant	12,500.00	37,775.00	47,595.00	32,775.00	5,000.00	86.76%
Virginia Municipal Group Safety Grant	3,861.00	3,861.00	2,000.00	3,861.00	-	100.00%
<b>Total Miscellaneous Revenue</b>	<b>18,561.00</b>	<b>45,336.00</b>	<b>51,095.00</b>	<b>40,442.39</b>	<b>4,893.61</b>	<b>89.21%</b>
<b><u>From Reserves</u></b>						
Restricted Reserves-Beautification	-	-	-	-	-	#DIV/0!
Reserves-Pinewood Escrow	14,618.00	14,618.00	-	13,399.76	1,218.24	91.67%
From Operating Reserves	529,075.00	-	474,086.09	-	-	#DIV/0!

Town of Smithfield						
General Fund Operating Budget						
Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
<b>Total From Reserves</b>	543,693.00	14,618.00	474,086.09	13,399.76	1,218.24	91.67%
<b>Intergovernmental Virginia</b>						
Law Enforcement (no change budgeted for 2014)	161,533.00	161,533.00	161,533.00	121,149.00	40,384.00	75.00%
Litter Control Grant	3,765.00	3,765.00	2,609.00	3,765.00	-	100.00%
Police Block Grants-State	1,000.00	795.00	-	2,084.08	(1,289.08)	262.15%
Urban Funds-State Match (18%)	-	155,450.00	-	-	155,450.00	0.00%
Fire Programs	19,461.00	22,517.00	18,568.00	22,517.00	-	100.00%
VCA Grant	5,000.00	5,000.00	5,000.00	5,000.00	-	100.00%
DCA Grant (Dam)	17,000.00	-	25,000.00	-	-	#DIV/0!
FEMA-VDEM (state portion)	-	15,705.00	-	3,275.23	12,429.77	20.85%
Fuel Refund (state)	865.00	6,700.00	7,000.00	6,555.40	144.60	97.84%
<b>Total State Revenue</b>	208,624.00	371,465.00	219,710.00	164,345.71	207,119.29	44.24%
<b>Intergovernmental Federal</b>						
Federal Grants	5,000.00	12,000.00	5,000.00	9,665.02	2,334.98	80.54%
Urban Fund Partial Use Allocation (80%)	-	690,900.00	-	-	690,900.00	0.00%
FEMA-federal portion	-	69,290.00	-	48,084.56	21,205.44	69.40%
Pinewood Heights CDBG Relocation Grant-Phase II	500,194.00	624,720.00	624,720.00	124,526.00	500,194.00	19.93%
Federal Fuel Income	1,000.00	4,000.00	8,300.00	3,527.81	472.19	88.20%
<b>Total Federal Revenue</b>	506,194.00	1,400,910.00	638,020.00	185,803.39	1,215,106.61	13.26%
<b>Other Financing Sources</b>						
<b>Operating Transfers In</b>						
Transfer In for Debt Service	-	-	-	-	-	#DIV/0!
<b>Total Operating Transfers In</b>	-	-	-	-	-	#DIV/0!
<b>Other Financing Sources</b>						
Note Proceeds-HVAC Financing (Smithfield Center)	-	80,175.00	-	80,175.00	-	100.00%
General Obligation Bond-Capital Asset financing (ball fields)	400,000.00	-	-	-	-	#DIV/0!
Insurance Recoveries	-	4,125.00	-	4,124.42	0.58	99.99%
<b>Total Other Financing Sources</b>	400,000.00	84,300.00	-	84,299.42	0.58	100.00%
<b>Contributions</b>						
CHIPS Contributions	2,500.00	2,880.00	5,300.00	2,880.00	-	100.00%
Bike Rack	-	800.00	-	-	800.00	0.00%
Public Restroom	-	250,000.00	-	-	250,000.00	0.00%
Porcine Statues	-	10,540.00	-	10,537.12	2.88	99.97%
Contribution-Smithfield Foods Donation to PD	-	20,900.00	-	20,900.00	-	100.00%
Contribution-Motorcycle Donation	-	5,000.00	-	5,000.00	-	100.00%

**Town of Smithfield**  
**General Fund Operating Budget**

	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
<b>Description</b>						
Ruritan Club Contribution-Ivy Hill Bench	-	1,568.00	-	1,568.00	-	100.00%
Contributions-Employee Awards	-	500.00	-	500.00	-	100.00%
Contributions-IOW County (ball fields)	25,000.00	-	-	-	-	#DIV/0!
Contributions-IOW County Port Authority Grants	-	3,221.00	-	5,559.07	(2,338.07)	172.59%
Farmers Bank-Police Department	-	24,000.00	-	24,000.00	-	100.00%
Contributions South Church Street Improvement Project	-	400,000.00	-	400,000.00	-	100.00%
<b>Total Contributions</b>	<b>27,500.00</b>	<b>719,409.00</b>	<b>5,300.00</b>	<b>470,944.19</b>	<b>248,464.81</b>	<b>65.46%</b>
<b>Total General Fund Revenue</b>	<b>7,332,490.00</b>	<b>8,676,600.00</b>	<b>6,722,491.09</b>	<b>6,747,192.24</b>	<b>1,929,407.76</b>	<b>77.76%</b>
<b>Less Revenues, Loan Funds, Grants and Contributions related to capital projects</b>						
<b>General Obligation Bond-HVAC Financing</b>	-	(80,175.00)	-	(80,175.00)	-	
<b>General Obligation Bond-Land Acquisition</b>	(400,000.00)	-	-	-	-	
Cash Proffer Revenues	-	(1,500.00)	-	(1,500.00)	-	
Meals Tax (1%) allocated to Special Projects	(397,135.00)	(369,165.00)	(194,000.00)	(345,704.18)	(23,460.82)	
South Church Street Improvement Project-Grants	-	(846,350.00)	-	-	(846,350.00)	
South Church Street Improvement Project-Contributions	-	(400,000.00)	-	(400,000.00)	-	
Public Restrooms Contributions	-	(250,000.00)	-	-	(250,000.00)	
Pinewood Heights Reserves	(14,618.00)	(14,618.00)	-	(13,399.76)	(1,218.24)	
Contributions to Ball Fields (IOW)	(25,000.00)	-	-	-	-	
Pinewood Heights Relocation Project -Grant	(500,194.00)	(624,720.00)	(624,720.00)	124,526.00	(749,246.00)	
Total Non-operating Revenues	(1,336,947.00)	(2,506,353.00)	(818,720.00)	(636,077.94)	(1,870,275.06)	25.38%
<b>Total General Fund Operating Revenues</b>	<b>5,995,543.00</b>	<b>6,170,247.00</b>	<b>5,903,771.09</b>	<b>6,111,114.30</b>	<b>59,132.70</b>	<b>99.04%</b>
<b>General Fund Budget Expenses</b>						
<b>Description</b>	<b>Proposed Budget 2013/2014</b>	<b>Proposed Budget Revisions 2012/2013</b>	<b>Adopted Budget 2012/2013</b>	<b>Actual as of 05/31/13</b>	<b>Remaining Budget</b>	<b>% of budget</b>
<b>GENERAL GOVERNMENT</b>						
<b>Town Council</b>						
Salaries	40,000.00	40,000.00	40,000.00	35,610.00	4,390.00	89.03%
FICA	3,500.00	3,500.00	3,468.00	3,173.11	326.89	90.66%
Employee Wellness/Assistance Plan	1,800.00	1,800.00	1,900.00	1,501.50	298.50	83.42%
Legal Fees	32,000.00	30,000.00	30,000.00	30,696.58	(696.58)	102.32%
Election Expense	3,000.00	-	3,000.00	-	-	-

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Maintenance contracts	695.00	-	600.00	-	-	-
Advertising	30,000.00	30,000.00	30,000.00	18,493.64	11,506.36	61.65%
Professional Services	1,500.00	750.00	2,500.00	-	750.00	0.00%
Records Management maint & upgrades-scanner & software	8,484.00	3,984.00	3,900.00	4,035.00	(51.00)	101.28%
Site Plan Review	5,000.00	2,500.00	5,000.00	-	2,500.00	0.00%
Communications	3,500.00	3,500.00	5,100.00	2,324.62	1,175.38	66.42%
<b>Insurance</b>	<b>27,435.00</b>	<b>26,125.00</b>	<b>27,665.00</b>	<b>26,125.00</b>	<b>-</b>	<b>100.00%</b>
Supplies	20,000.00	20,000.00	20,000.00	16,666.38	3,333.62	83.33%
Travel & Training	6,000.00	6,000.00	7,000.00	4,523.22	1,476.78	75.39%
Subscriptions/Memberships	9,100.00	9,000.00	9,000.00	8,333.00	667.00	92.59%
Cable Television Maintenance & Upgrades				0.91	(0.91)	-
<b>Council Approved Items</b>	<b>16,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,108.96</b>	<b>(108.96)</b>	<b>101.09%</b>
Public Defender Fees	2,000.00	2,000.00	2,000.00	1,560.00	440.00	78.00%
Bank Charges	625.00	625.00	375.00	482.35	142.65	77.18%
SpecialProjects	2,500.00	2,500.00	1,000.00	1,454.10	1,045.90	58.16%
Smithfield CHIPS program	3,772.00	3,772.00	3,772.00	3,004.72	767.28	79.66%
Update Town Charter & Code	2,000.00	2,000.00	2,000.00	1,355.00	645.00	67.75%
Annual Christmas Parade	400.00	400.00	325.00	75.11	324.89	18.78%
Council Approved Hwy	-	-	(22,270.00)	-	-	-
<b>Total Town Council</b>	<b>219,311.00</b>	<b>198,456.00</b>	<b>186,335.00</b>	<b>169,523.20</b>	<b>28,932.80</b>	<b>90.98%</b>
<b>Town Manager</b>						
Salaries	216,840.00	201,022.01	201,022.01	174,346.67	26,675.34	86.73%
FICA	17,350.00	16,082.00	16,082.00	13,517.61	2,564.39	84.05%
VSRS	25,100.00	26,320.00	26,320.00	23,905.53	2,414.47	90.83%
<b>Health</b>	<b>37,455.00</b>	<b>34,775.00</b>	<b>34,775.00</b>	<b>34,741.44</b>	<b>33.56</b>	<b>99.90%</b>
Auto Expense	500.00	500.00	500.00	465.24	34.76	93.05%
Maintenance Contracts	1,700.00	1,536.00	1,400.00	1,408.00	128.00	91.67%
Communications	15,500.00	15,500.00	15,500.00	13,253.87	2,246.13	85.51%
<b>Insurance</b>	<b>2,910.00</b>	<b>2,773.00</b>	<b>2,725.00</b>	<b>2,772.24</b>	<b>0.76</b>	<b>99.97%</b>
Supplies	5,500.00	5,500.00	5,500.00	4,218.96	1,281.04	76.71%
Dues & Subscriptions	2,940.00	2,920.00	2,800.00	2,949.49	(29.49)	101.01%
Computer & technology expenses	16,000.00	16,000.00	16,000.00	10,326.42	5,673.58	64.54%
Travel & Training	7,800.00	7,800.00	5,000.00	5,216.45	2,583.55	66.88%
Other	100.00	1,100.00	100.00	55.00	1,045.00	5.00%
TM Allocated to Hwy	-	-	(6,450.00)	-	-	#DIV/0!
<b>Total Town Manager</b>	<b>349,695.00</b>	<b>331,828.01</b>	<b>321,274.01</b>	<b>287,176.92</b>	<b>44,651.09</b>	<b>86.54%</b>

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
<b><u>Treasurer</u></b>						
Salaries	258,170.00	248,190.00	248,190.00	212,954.56	35,235.44	85.80%
FICA	20,655.00	19,860.00	19,860.00	16,536.31	3,323.69	83.26%
VSRS	29,230.00	30,885.00	30,885.00	27,986.55	2,898.45	90.62%
Health	32,840.00	27,725.00	30,650.00	27,713.93	11.07	99.96%
Audit	11,500.00	23,250.00	23,250.00	23,250.00	-	100.00%
Depreciation Software	2,700.00	2,700.00	2,700.00	2,700.00	-	100.00%
Communications	8,080.00	8,080.00	7,800.00	7,301.76	778.24	90.37%
Data Processing	18,000.00	18,000.00	18,000.00	16,258.05	1,741.95	90.32%
Service Contracts	18,500.00	22,035.00	17,100.00	21,998.24	36.76	99.83%
Insurance	2,510.00	2,390.00	2,350.00	2,389.36	0.64	99.97%
Supplies	15,000.00	15,000.00	15,000.00	10,327.76	4,672.24	68.85%
Dues & Subscriptions	2,300.00	2,300.00	2,300.00	2,035.86	264.14	88.52%
Credit Card Processing	1,000.00	1,000.00	1,000.00	795.47	204.53	79.55%
Cigarette Tax Stamps	2,565.00	2,311.00	2,575.00	2,311.20	(0.20)	100.01%
Travel & Training	2,000.00	1,500.00	1,500.00	104.64	1,395.36	6.98%
Other	100.00	100.00	100.00	62.11	37.89	62.11%
Treasurer Alloc to Hwy	-	-	(12,195.00)	-	-	#DIV/0!
<b>Total Treasurer</b>	<b>425,150.00</b>	<b>425,326.00</b>	<b>411,065.00</b>	<b>374,725.80</b>	<b>50,600.20</b>	<b>88.10%</b>
<b><u>PUBLIC SAFETY</u></b>						
<b><u>Police Department</u></b>						
Salaries	1,322,140.00	1,282,225.00	1,318,996.00	1,098,123.31	184,101.69	85.64%
FICA	105,775.00	102,580.00	102,800.00	84,473.32	18,106.68	82.35%
VSRS	139,100.00	145,000.00	151,165.00	131,635.11	13,364.89	90.78%
Health Insurance	185,950.00	165,675.00	189,610.00	164,674.28	1,000.72	99.40%
Pre-employ screening/Emp Medical	2,000.00	2,000.00	2,000.00	1,391.00	609.00	69.55%
Uniforms	24,000.00	24,000.00	34,000.00	15,332.59	8,667.41	63.89%
Service Contracts	37,000.00	34,500.00	37,000.00	31,416.62	3,083.38	91.06%
Communications	65,000.00	54,000.00	65,000.00	43,696.44	10,303.56	80.92%
Computer & Technology Expenses	10,000.00	10,000.00	10,000.00	6,636.28	3,363.72	66.36%
Insurance	51,935.00	49,465.00	49,000.00	49,461.60	3.40	99.99%
Ins. - LODA	10,440.00	8,535.00	10,431.08	8,534.52	0.48	99.99%
Materials & Supplies	30,500.00	30,500.00	30,500.00	17,107.88	13,392.12	56.09%
Dues & Subscriptions	6,500.00	5,500.00	4,000.00	5,327.83	172.17	96.87%
Equipment	15,000.00	15,000.00	15,000.00	8,468.09	6,531.91	56.45%
Radio & Equipment repairs	3,500.00	3,500.00	3,500.00	1,447.21	2,052.79	41.35%
Vehicle Maintenance	50,000.00	50,000.00	40,000.00	39,723.77	10,276.23	79.45%
Gas	85,000.00	85,000.00	85,000.00	69,464.83	15,535.17	81.72%
Tires	7,500.00	7,500.00	7,500.00	1,399.00	6,101.00	18.65%

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Travel & Training	27,500.00	30,000.00	30,000.00	16,468.98	13,531.02	54.90%
Special Events	500.00	500.00	500.00	347.71	152.29	69.54%
Police Grants	25,000.00	25,000.00	25,000.00	6,297.47	18,702.53	25.19%
Investigation expenses	5,000.00	5,000.00	5,000.00	2,876.88	2,123.12	57.54%
Other	500.00	500.00	-	332.94	167.06	66.59%
<b>Total Police Department</b>	<b>2,209,840.00</b>	<b>2,135,980.00</b>	<b>2,216,002.08</b>	<b>1,804,637.66</b>	<b>331,342.34</b>	<b>84.49%</b>
<b>Fire Department</b>						
Fuel Fund & Travel	13,000.00	13,000.00	13,000.00	12,978.46	21.54	99.83%
State Pass Thru	19,461.00	22,517.00	18,568.00	3,056.00	19,461.00	13.57%
<b>Total Fire Department</b>	<b>32,461.00</b>	<b>35,517.00</b>	<b>31,568.00</b>	<b>16,034.46</b>	<b>19,482.54</b>	<b>45.15%</b>
<b>Contributions-Public Safety</b>						
Coast Guard Auxiliary	250.00	-	-	-	-	-
Rescue Squad-Salaries (to County) & shared maintenance	-	-	-	-	-	-
E911 Dispatch Center	118,950.00	127,525.00	116,075.00	89,155.32	38,369.68	69.91%
Fire Department Rescue Truck	10,000.00	10,000.00	10,000.00	10,000.00	-	100.00%
<b>Total Contributions-Public Safety</b>	<b>129,200.00</b>	<b>137,525.00</b>	<b>126,075.00</b>	<b>99,155.32</b>	<b>38,369.68</b>	<b>72.10%</b>
<b>PARKS, RECREATION &amp; CULTURAL</b>						
<b>Smithfield Center</b>						
Salaries	186,170.00	182,000.00	186,200.00	149,727.23	32,272.77	82.27%
FICA	14,895.00	14,560.00	14,896.00	12,008.59	2,551.41	82.48%
VSRS	16,365.00	17,170.00	17,170.00	15,593.36	1,576.64	90.82%
Health	20,780.00	24,205.00	24,205.00	23,377.76	827.24	96.58%
Uniforms	1,200.00	1,200.00	1,200.00	257.95	942.05	21.50%
Contracted Services	23,000.00	23,000.00	23,000.00	19,398.01	3,601.99	84.34%
Retail Sales & Use Tax	500.00	500.00	500.00	351.41	148.59	70.28%
Utilities	30,000.00	30,000.00	35,000.00	21,565.80	8,434.20	71.89%
Communications	21,500.00	21,500.00	21,500.00	15,686.07	5,813.93	72.96%
Computer & technology expenses	2,500.00	2,500.00	2,500.00	651.96	1,848.04	26.08%
Insurance	4,810.00	4,585.00	4,535.00	4,582.68	2.32	99.95%
Kitchen Supplies	4,000.00	4,000.00	4,000.00	1,828.46	2,171.54	45.71%
Office Supplies/Other Supplies	4,000.00	4,000.00	5,000.00	2,951.39	1,048.61	73.78%
Food Service & Beverage Supplies	8,000.00	6,000.00	6,000.00	6,464.95	(464.95)	107.75%
AV Supplies	1,000.00	1,000.00	1,000.00	348.23	651.77	34.82%
Repairs & Maintenance	40,000.00	40,000.00	40,000.00	30,035.24	9,964.76	75.09%
Systems Maintenance (HVAC, AV, Generator)	10,000.00	10,000.00	10,000.00	-	10,000.00	0.00%

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Landscaping	12,000.00	12,000.00	10,000.00	9,124.63	2,875.37	76.04%
Travel & Training	2,000.00	2,000.00	2,000.00	1,716.27	283.73	85.81%
Programming Expenses	1,000.00	1,000.00	1,000.00	165.20	834.80	16.52%
Advertising	20,000.00	20,000.00	20,000.00	15,486.19	4,513.81	77.43%
Refund event deposits	3,500.00	3,500.00	3,500.00	4,462.50	(962.50)	127.50%
Credit card processing expense	4,500.00	4,500.00	3,650.00	4,535.26	(35.26)	100.78%
<b>Total Smithfield Center</b>	<b>431,720.00</b>	<b>429,220.00</b>	<b>436,856.00</b>	<b>340,319.14</b>	<b>88,900.86</b>	<b>79.29%</b>
<b>Contributions-Parks, Recreation and Cultural</b>						
Farmers Market	3,000.00	3,000.00	3,000.00	-	3,000.00	0.00%
BSV Parking Lot	-	4,500.00	-	70.22	4,429.78	1.56%
TUMC Parking Lot	1,500.00	3,310.00	-	3,060.00	250.00	92.45%
Hampton Roads Partnership	1,960.00	1,960.00	1,960.00	1,960.00	-	100.00%
Isle of Wight Arts League	10,000.00	10,000.00	10,000.00	10,000.00	-	100.00%
Windsor Castle Playground	-	6,000.00	-	6,000.00	-	100.00%
Library	10,000.00	8,190.00	36,000.00	4,803.00	3,387.00	58.64%
<b>Total Contributions-Park, Recreation and Cultural</b>	<b>26,460.00</b>	<b>36,960.00</b>	<b>50,960.00</b>	<b>25,893.22</b>	<b>11,066.78</b>	<b>70.06%</b>
<b>Windsor Castle Park</b>						
Salaries	73,820.00	-	-	-	-	-
FICA	5,910.00	-	-	-	-	-
VSRS	8,505.00	-	-	-	-	-
Health	13,870.00	-	-	-	-	-
Contracted Services	5,000.00	5,000.00	-	3,753.19	1,246.81	75.06%
Grass Cutting	30,000.00	30,000.00	-	22,283.10	7,716.90	74.28%
Professional Services	1,000.00	753.00	-	752.40	0.60	99.92%
Utilities	5,000.00	5,000.00	-	2,664.15	2,335.85	53.28%
Supplies	2,500.00	4,000.00	-	3,517.03	482.97	87.93%
Computer & Technology	-	-	-	(120.00)	120.00	-
Repairs & Maintenance	40,000.00	34,247.00	-	15,610.55	18,636.45	45.58%
<b>Total Windsor Castle Park</b>	<b>185,605.00</b>	<b>79,000.00</b>	<b>85,000.00</b>	<b>48,460.42</b>	<b>30,539.58</b>	<b>61.34%</b>
<b>Other Parks &amp; Recreation</b>						
Fishing Pier-	-	-	600.00	-	-	-
Jersey Park Playground	1,000.00	500.00	500.00	405.10	94.90	81.02%
Pinewood Playground	500.00	500.00	500.00	-	500.00	0.00%
Clontz Park	1,600.00	1,600.00	1,000.00	1,300.14	299.86	81.26%
Community Wellness Initiative	35,000.00	23,727.00	23,727.00	16,305.96	7,421.04	68.72%
<b>Waterworks Dam</b>	<b>34,000.00</b>	<b>3,100.00</b>	<b>35,000.00</b>	<b>3,087.31</b>	<b>12.69</b>	<b>99.59%</b>

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Haydens Lane Maintenance	2,900.00	2,900.00	3,500.00	1,642.32	1,257.68	56.63%
Veterans War Memorial	1,000.00	1,000.00	1,000.00	288.14	711.86	28.81%
Fireworks	2,000.00	2,000.00	2,000.00	2,000.00	-	100.00%
Total Parks & Recreation	78,000.00	35,327.00	67,827.00	25,028.97	10,298.03	70.85%
<b>COMMUNITY DEVELOPMENT</b>						
<b>Pinewood Heights</b>						
<b>Non-CDBG Contributed Operating Expenses</b>						
<b>Administration</b>						
Precontract/ERR	-	6,000.00	6,000.00	691.70	5,308.30	11.53%
Management Assistance	12,000.00	24,000.00	24,000.00	8,662.28	15,337.72	36.09%
Monitoring/Closeout	2,500.00	3,000.00	3,000.00	210.00	2,790.00	7.00%
<b>Permanent Relocation</b>						
Owner Occupied Households	107,826.00	143,200.00	514,020.00	35,374.00	107,826.00	24.70%
Renter Occupied Households	134,155.00	145,117.92	49,400.00	13,399.76	131,718.16	9.23%
Moving Costs	13,900.00	18,500.00	49,400.00	4,600.00	13,900.00	24.86%
Relocation Specialist	10,633.00	15,000.00	15,000.00	4,367.29	10,632.71	29.12%
<b>Acquisition Specialist</b>						
	15,000.00	15,000.00	15,000.00	-	15,000.00	0.00%
<b>Clearance &amp; Demolition</b>						
	29,000.00	40,950.00	29,000.00	12,180.84	28,769.16	29.75%
<b>Subtotal Non CDBG</b>						
	325,014.00	410,767.92	704,820.00	79,485.87	331,282.05	19.35%
<b>CDBG Contributed Operating Expenses</b>						
<b>Permanent Relocation</b>						
Owner Occupied Households	230,394.00	271,920.00	-	41,526.00	230,394.00	15.27%
Renter Occupied Households		-		-	-	-
<b>Clearance &amp; Demolition</b>						
		-	-	-	-	-
<b>Subtotal CDBG</b>						
	230,394.00	271,920.00	-	41,526.00	230,394.00	15.27%
<b>Total Pinewood Heights Contributions</b>						
	555,408.00	682,687.92	704,820.00	121,011.87	561,676.05	17.73%

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13		Remaining Budget	% of budget
<b>Contributions-Community Development</b>							
APVA Courthouse Contribution	5,000.00	5,000.00	5,000.00	5,000.00		-	100.00%
Chamber of Commerce	6,000.00	6,000.00	6,000.00	6,000.00		-	100.00%
Christian Outreach	14,000.00	6,000.00	6,000.00	-		6,000.00	0.00%
Genieve Shelter	9,000.00	9,000.00	9,000.00	-		9,000.00	0.00%
TRIAD	1,650.00	1,650.00	1,650.00	-		1,650.00	0.00%
Tourism Bureau	209,976.00	209,976.00	209,976.00	157,660.17		52,315.83	75.08%
Western Tidewater Free Clinic	33,339.00	25,000.00	25,000.00	25,000.00		-	100.00%
YMCA Projects	50,000.00	50,000.00	50,000.00	50,000.00		-	100.00%
<b>Total Contributions-Community Development</b>	<b>328,965.00</b>	<b>312,626.00</b>	<b>312,626.00</b>	<b>243,660.17</b>		<b>68,965.83</b>	<b>77.94%</b>
<b>PUBLIC WORKS</b>							
<b>Planning, Engineering &amp; Public Works</b>							
Salaries	203,530.00	227,230.00	227,230.00	195,303.21	*	31,926.79	85.95%
FICA	16,285.00	18,180.00	18,180.00	15,232.75	*	2,947.25	83.79%
VSRS	24,750.00	33,160.00	33,160.00	27,430.25	*	5,729.75	82.72%
Health	33,600.00	35,300.00	35,300.00	35,672.47	*	(372.47)	101.06%
Uniforms	2,000.00	2,000.00	2,000.00	1,228.23		771.77	61.41%
Contractual	9,125.00	11,600.00	8,500.00	9,921.30	*	1,678.70	85.53%
GIS	1,200.00	400.00	-	400.00	*	-	100.00%
Recycling-new contract	212,725.00	53,000.00	62,000.00	44,349.95	*	8,650.05	83.68%
Trash Collection-new contract	227,555.00	392,000.00	397,000.00	358,751.76	*	33,248.24	91.52%
Street Lights	5,000.00	5,000.00	5,000.00	1,132.18	*	3,867.82	22.64%
Communications	15,000.00	15,000.00	20,000.00	12,147.88	*	2,852.12	80.99%
Safety Meetings	5,000.00	5,000.00	7,500.00	4,429.96	*	570.04	88.60%
Insurance	8,060.00	7,675.00	7,575.00	7,673.20	*	1.80	99.98%
Materials & Supplies	6,000.00	6,000.00	6,000.00	3,248.75	*	2,751.25	54.15%
Repairs & Maintenance	9,000.00	15,000.00	7,000.00	13,686.19		1,313.81	91.24%
Gas & Tires	10,500.00	10,500.00	10,500.00	8,246.32		2,253.68	78.54%
Travel & Training	6,000.00	6,000.00	6,000.00	4,756.20	*	1,243.80	79.27%
Litter Control Grant	3,765.00	3,765.00	3,078.00	3,615.68		149.32	96.03%
Dues & Subscriptions	2,000.00	2,000.00	2,000.00	1,856.00	*	144.00	92.80%
Other	1,000.00	1,000.00	1,000.00	447.39	*	552.61	44.74%
Public Works Alloc to Hwy	-	-	(6,500.00)	-		-	-
<b>Total Public Works</b>	<b>802,095.00</b>	<b>849,810.00</b>	<b>852,523.00</b>	<b>749,529.67</b>		<b>100,280.33</b>	<b>88.20%</b>
<b>PUBLIC BUILDINGS</b>							
<b>Public Buildings</b>							
Salaries	21,235.00	20,920.00	20,920.00	16,518.11		4,401.89	78.96%
FICA	1,700.00	1,675.00	1,675.00	1,451.16		223.84	86.64%

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Contractual	7,000.00	8,904.00	5,500.00	8,323.32	580.68	93.48%
Communications	3,750.00	1,846.00	3,750.00	1,567.08	278.92	84.89%
Utilities	47,000.00	47,000.00	43,000.00	38,307.96	8,692.04	81.51%
Insurance	3,176.00	3,061.00	2,105.00	3,061.22	(0.22)	100.01%
Materials & Supplies	3,000.00	2,500.00	2,500.00	1,857.96	642.04	74.32%
Repairs & Maintenance	29,289.00	29,289.00	30,000.00	18,950.20	10,338.80	64.70%
Rent Expense-Office Space	4,800.00	4,800.00	4,800.00	4,400.00	400.00	91.67%
Other	1,000.00	1,000.00	1,000.00	902.43	97.57	90.24%
Alloc Costs to Hwy	-	-	(13,750.00)	-	-	-
Total Public Buildings	121,950.00	120,995.00	101,500.00	95,339.44	25,655.56	78.80%
<b>OTHER FINANCING USES</b>						
<b>Other Financing Uses</b>						
Transfers to Operating Reserves		773,899.07	-	1,643,149.61	(869,250.54)	212.32%
Transfers to Restricted Reserves-Special Projects (Pinewood)		-	-	124,239.07	(124,239.07)	-
Transfers to Restricted Reserves-S Church Street Project	-	-	-	-	-	-
<b>Total Transfers To Reserves</b>	-	773,899.07	-	1,767,388.68	(993,489.61)	228.37%
<b>DEBT SERVICE</b>						
<b>Debt Service</b>						
<b>Principal Retirement</b>						
Public Building Acquisition	19,914.00	19,914.00	19,914.00	-	19,914.00	0.00%
HVAC	15,300.00	12,290.00	-	11,531.48	758.52	93.83%
Ball Fields	73,750.00	-	-	-	-	-
<b>Line of Credit Retirement-interest</b>	5,000.00	6,866.00	5,000.00	6,865.64	0.36	99.99%
<b>Ball field financing?</b>						
<b>Interest and fiscal charges</b>		-	-	-		
Public Building Acquisition	33,195.00	33,991.00	33,991.00	16,995.35	16,995.65	50.00%
HVAC	2,370.00	2,660.00	-	1,775.29	884.71	66.74%
Ball Fields	14,650.00					
Total Debt Service	164,179.00	75,721.00	58,905.00	37,167.76	38,553.24	63.10%
<b>Total General Fund Expenses</b>	6,060,039.00	6,660,878.00	5,963,336.09	6,205,052.70	455,825.30	104.05%
<b>Less Expenses related to capital projects:</b>						
Legal Fees	-	-	-	-	-	
Professional Fees	-	-	-	-	-	
Pinewood Heights Relocation Project Expenses	(555,408.00)	(682,687.92)	(704,820.00)	(121,011.87)	(583,808.13)	
Pinewood Heights Line of Credit Expenses	(5,000.00)	(6,866.00)	(5,000.00)	(6,865.64)	1,865.64	

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Actual as of 05/31/13	Remaining Budget	% of budget
Total Non-operating Expenses	(560,408.00)	(689,553.92)	(709,820.00)	(127,877.51)	(581,942.49)	18.02%
<b>Total General Fund Operating Expenses</b>	5,499,631.00	5,971,324.08	5,253,516.09	6,077,175.19	(126,117.19)	115.68%
<b>Net Operating Reserve (+/-)</b>	495,912.00	198,922.92	650,255.00	33,939.11	185,249.89	5.22%
<b>Net Reserve (+/-)</b>	1,272,451.00	2,015,722.00	759,155.00	542,139.54	1,473,582.46	71.41%

	Projected Budget 2013/2014	Budget Amendments 2012/2013	Adopted Budget 2012/2013	Actual 5/31/2013	Remain Budget	% of Budget
<b>Net Operating Reserves (Deficit)</b>	<b>1,272,451.00</b>	<b>2,015,722.00</b>	<b>759,155.00</b>	542,139.54	217,015.46	71.41%
<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	(1,237.00)	(1,830.00)	(1,830.00)	(593.00)	(1,237.00)	32.40%
Renter Occupied Units	(158,019.00)	(322,305.00)	(322,305.00)	(164,286.00)	(158,019.00)	50.97%
Vacant Lots	-	-	-	-	-	-
Appraisal/Legal	(7,170.00)	(9,620.00)	(9,620.00)	(2,450.00)	(7,170.00)	25.47%
Subtotal Non CDBG Capital Acquisition	(166,426.00)	(333,755.00)	(333,755.00)	(167,329.00)	(166,426.00)	50.14%
<b>CDBG Capital Acquisition-MY2</b>						
Owner Occupied Units	(269,800.00)	(352,800.00)	(352,800.00)	(83,000.00)	(269,800.00)	23.53%
Renter Occupied Units			-	-	-	-
Vacant Lots			-	-	-	-
Subtotal CDBG Capital Acquisition	(269,800.00)	(352,800.00)	(352,800.00)	(83,000.00)	(269,800.00)	23.53%
<b>Total Pinewood Heights Relocation CIP</b>	<b>(436,226.00)</b>	<b>(686,555.00)</b>	<b>(686,555.00)</b>	<b>(250,329.00)</b>	<b>(436,226.00)</b>	<b>36.46%</b>
<b>TOWN COUNCIL</b>						
Cable 6 upgrades	-	(5,727.00)	-	-	(5,727.00)	0.00%
DOCSTAR server	(7,650.00)					
<b>TREASURER</b>						
Computer Equipment System upgrades	-					
AS400 Server	(45,000.00)					
<b>PARKS, RECREATION AND CULTURAL</b>						
Porcine statues		(10,540.00)		(10,537.12)	(2.88)	99.97%
Smithfield Center-HVAC unit		(80,175.00)	(24,000.00)	(80,175.00)	-	100.00%
Smithfield Center upgrades	(28,000.00)					
Smithfield Center Asphalt Repairs	(6,000.00)					
Public Park Improvements (Clontz Park, Tot Lots, Waterworks Lake)	(25,000.00)					
Windsor Castle-Light Tower		(1,800.00)	-	(1,800.00)	-	100.00%
Windsor Castle-Station Bridge		(5,950.00)	-	(5,950.00)	-	100.00%
Windsor Castle Park-outbuildings	(100,000.00)		-	-	-	-
<b>PUBLIC SAFETY</b>						
<b>Police</b>						
Police Vehicles	(101,700.00)	(88,000.00)	(88,000.00)	(86,269.49)	(1,730.51)	98.03%

	Projected Budget 2013/2014	Budget Amendments 2012/2013	Adopted Budget 2012/2013	Actual 5/31/2013	Remain Budget	% of Budget
Ipads for vehicles		(5,392.00)		(5,392.00)	-	100.00%
Copier	(10,000.00)	-	(10,000.00)		-	-
Donated Opticom		(20,900.00)		(20,900.00)	-	100.00%
Donated motorcycle (\$5000)		(5,000.00)	-	(5,000.00)	-	100.00%
<b>PUBLIC WORKS</b>						
Vehicles and Equipment	(5,000.00)		-	-	-	-
Work Order System	(6,250.00)					
PW Security Gate	(2,625.00)					
GIS/Mapping	(12,000.00)					
James/Washington Street Improvements	(5,000.00)					
Pinewood Heights-Stormwater Management	(75,000.00)					
Public Ball Fields	(400,000.00)					
N/S Church St Streetscape Improvements		(855,683.00)	-	(75,786.93)	(779,896.07)	8.86%
<b>PUBLIC BUILDINGS</b>						
Office Space Improvements-Town Hall	(7,000.00)		-	-		
Public Restrooms		(250,000.00)	-	-	(250,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(1,272,451.00)</b>	<b>(2,015,722.00)</b>	<b>(808,555.00)</b>	<b>(542,139.54)</b>	<b>(1,473,582.46)</b>	<b>67.05%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>-</b>	<b>-</b>	<b>(49,400.00)</b>	<b>(0.00)</b>	<b>(1,256,567.00)</b>	<b>0.00%</b>

Town of Smithfield						
Sewer Fund Budget						
	Proposed Budget	Proposed Budget	Adopted Budget	Balance as of	Remaining	% of
	2013/2014	Revisions 2012/2013	2012/2013	05/31/13	Budget	budget
<b>Revenue</b>						
<b>Operating Revenues</b>						
Sewer Charges	699,025.00	699,025.00	812,935.00	658,297.62	40,727.38	94.17%
Sewer Compliance Fee	489,559.00	489,559.00	490,425.00	464,960.54	24,598.46	94.98%
Miscellaneous Revenue	500.00	630.00	500.00	627.23	2.77	99.56%
Connection fees	31,600.00	31,600.00	23,700.00	37,920.00	(6,320.00)	120.00%
<b>Total Operating Revenue</b>	<b>1,220,684.00</b>	<b>1,220,814.00</b>	<b>1,327,560.00</b>	<b>1,161,805.39</b>	<b>59,008.61</b>	<b>95.17%</b>
<b>Town of Smithfield</b>						
<b>Sewer Fund Budget</b>						
	Proposed Budget	Proposed Budget	Adopted Budget	Balance as of	Remaining	% of
Description	2013/2014	Revisions 2012/2013	2012/2013	05/31/13	Budget	budget
<b>Expenses</b>						
<b>Operating Expenses</b>						
Salaries	226,915.00	263,165.00	263,165.00	229,882.80	33,282.20	87.35%
FICA	18,155.00	21,055.00	21,055.00	17,785.96	3,269.04	84.47%
VSRS	26,245.00	34,605.00	34,605.00	29,634.04	4,970.96	85.64%
Health	38,750.00	43,200.00	42,920.00	43,197.40	2.60	99.99%
Uniforms	2,500.00	2,500.00	2,500.00	1,798.45	701.55	71.94%
Audit & Legal Fees	14,750.00	21,625.00	21,625.00	18,806.06	2,818.94	86.96%
HRPDC sewer programs	872.00	872.00	899.00	667.50	204.50	76.55%
Maintenance & Repairs	50,000.00	50,000.00	50,000.00	48,010.92	1,989.08	96.02%
VAC Truck Repairs & Maintenance	7,500.00	7,500.00	7,500.00	998.98	6,501.02	13.32%
Data Processing	14,000.00	14,000.00	14,000.00	12,193.55	1,806.45	87.10%
Dues & Subscriptions	150.00	150.00	150.00	29.00	121.00	19.33%
Utilities	43,500.00	43,500.00	40,000.00	34,213.19	9,286.81	78.65%
SCADA Expenses	6,000.00	6,000.00	3,500.00	12,795.13	(6,795.13)	213.25%
Telephone	12,000.00	12,000.00	16,500.00	9,220.30	2,779.70	76.84%
Insurance	16,140.00	15,370.00	14,700.00	15,366.64	3.36	99.98%
Materials & Supplies	46,000.00	46,000.00	46,000.00	31,746.64	14,253.36	69.01%
Truck Operations	14,000.00	14,000.00	14,000.00	9,628.51	4,371.49	68.78%
Travel & Training	4,000.00	4,000.00	4,000.00	1,432.74	2,567.26	35.82%
Contractual	3,250.00	3,250.00	3,250.00	3,001.92	248.08	92.37%
Miscellaneous	600.00	600.00	600.00	451.50	148.50	75.25%
Bad Debt Expense	5,000.00	5,000.00	2,400.00	-	5,000.00	0.00%
Bank service charges	325.00	325.00	325.00	-	325.00	0.00%

<b>Total Sewer Fund Operating Expenses before D&amp;A Exp.</b>	550,652.00	608,717.00	603,694.00	520,861.23	87,855.77	85.57%
<b>Operating Income before D&amp;A Expense</b>	670,032.00	612,097.00	723,866.00	640,944.16	(28,847.16)	104.71%
<b>Depreciation &amp; Amort. Exp.</b>	772,720.00	840,500.00	465,000.00	412,265.70	428,234.30	49.05%
<b>Operating Income (Loss)</b>	(102,688.00)	(228,403.00)	258,866.00	228,678.46	(457,081.46)	-100.12%
<b>Nonoperating Revenues (Expenses)</b>						
Pro-rata Share Fees	-	6,400.00	-	6,400.00	-	100.00%
Availability Fees	82,400.00	82,400.00	61,800.00	103,000.00	(20,600.00)	125.00%
Insurance Reimbursements	-	7,110.00	-	7,110.00	-	100.00%
Contributed Capital-Smithfield Foods Rev Ln	21,733.00	20,690.00	20,690.00	-	20,690.00	0.00%
Interest Revenue	3,250.00	5,000.00	3,250.00	5,630.50	(630.50)	112.61%
Interest Expense	(39,351.00)	(43,475.00)	(43,475.00)	(44,250.42)	775.42	101.78%
<b>Total Nonoperating Revenues (Expenses)</b>	68,032.00	78,125.00	42,265.00	77,890.08	234.92	99.70%
<b>Net Income (loss)</b>	(34,656.00)	(150,278.00)	301,131.00	306,568.54	(456,846.54)	-204.00%
<b>WORKING ADJUSTMENTS TO CAFR (FOR INTERNAL USE ONLY)</b>						
Restricted revenues:						
Pro-rata Share Fees	-	(6,400.00)	-	(6,400.00)	-	100.00%
Availability Fees	(82,400.00)	(82,400.00)	(61,800.00)	(103,000.00)	20,600.00	125.00%
Contributed Capital-Smithfield Foods Rev Ln	(21,733.00)	(20,690.00)	(20,690.00)	-	(20,690.00)	0.00%
Compliance Fee	(489,559.00)	(489,559.00)	(490,425.00)	(464,960.54)	(24,598.46)	94.98%
Bad Debt Expense	5,000.00	5,000.00	2,400.00	-	5,000.00	0.00%
Depreciation & Amort. Exp.	772,720.00	840,500.00	465,000.00	412,265.70	428,234.30	49.05%
Additional debt service costs-principal expense	(74,700.00)	(70,550.00)	(70,550.00)	(70,550.00)	-	100.00%
<b>Total adjustments to CAFR</b>	109,328.00	175,901.00	(176,065.00)	(232,644.84)	408,545.84	-132.26%
<b>Working adjusted income</b>	74,672.00	25,623.00	125,066.00	73,923.70	(48,300.70)	288.51%

	Proposed Budget 2013/2014	Amended Budget 2012/2013	Adopted Budget 2012/2013	Actual 5/31/2013	Remaining Budget	% of Budget
<b>Sewer Fund</b>						
<b>Working adjusted income</b>	<b>74,672.00</b>	<b>25,623.00</b>	<b>125,066.00</b>	<b>73,923.70</b>	(48,300.70)	288.51%
Sewer SSO Consent Order	(325,000.00)	(660,000.00)	(660,000.00)	(535,887.57)	(124,112.43)	81.20%
Construction Standards Update	(4,201.00)	(281.00)	(4,482.00)	(280.80)	(0.20)	99.93%
Work Order System	(6,250.00)		-		-	-
716 Smithfield Blvd -6" S.S. lateral complete		(9,186.00)		(9,185.26)	(0.74)	99.99%
Rubber tire backhoe			-	-	-	-
Canteberry Pump Station		(5,321.00)	-	(5,320.73)	(0.27)	99.99%
Light Tower (1/4)		(1,800.00)	-	(1,800.00)	-	100.00%
PW Security Gate	(2,625.00)				-	-
Sewer Capital Repairs	(100,000.00)	(100,000.00)	(100,000.00)	(9,200.00)	(90,800.00)	9.20%
Pump Station Upgrades	(100,000.00)				-	-
Impeller-Wellington Pump Station		(5,410.00)		(5,410.00)	-	100.00%
Truck/Equipment	(10,000.00)	(17,500.00)	(17,500.00)	-	(17,500.00)	0.00%
<b>Net Capital Outlay</b>	<b>(548,076.00)</b>	<b>(799,498.00)</b>	<b>(781,982.00)</b>	<b>(567,084.36)</b>	<b>(232,413.64)</b>	<b>70.93%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(473,404.00)</b>	<b>(773,875.00)</b>	<b>(656,916.00)</b>	<b>(493,160.66)</b>	<b>(280,714.34)</b>	<b>63.73%</b>
Funding from Development Escrow				-	-	-
Reserves from Sewer Capital Escrow Account	200,000.00	100,000.00	100,000.00	-	100,000.00	0.00%
Funding from Sewer Compliance Fee	325,000.00	660,000.00	660,000.00	505,898.57	154,101.43	76.65%
Draw from operating reserves			-	-	-	-
Funding from Bond Escrow (released from refinance)				-	-	-
<b>Net Cashflow</b>	<b>51,596.00</b>	<b>(13,875.00)</b>	<b>103,084.00</b>	<b>12,737.91</b>	<b>(26,612.91)</b>	<b>-91.80%</b>

Town of Smithfield						
Water Fund Budget						
Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Balance as of 05/31/13	Remaining Budget	% of budget
<b>Revenue</b>						
<b>Operating Revenue</b>						
Water Sales	1,453,834.00	1,260,059.00	1,552,204.00	1,213,226.77	46,832.23	96.28%
Debt Service Revenue	187,896.00	403,640.00	403,640.00	382,429.50	21,210.50	94.75%
Miscellaneous	500.00	1,050.00	500.00	1,047.12	2.88	99.73%
Connection fees	13,200.00	13,200.00	9,900.00	18,080.00	(4,880.00)	136.97%
Application Fees	5,000.00	5,000.00	5,000.00	5,416.00	(416.00)	108.32%
<b>Total Operating Revenue</b>	<b>1,660,430.00</b>	<b>1,682,949.00</b>	<b>1,971,244.00</b>	<b>1,620,199.39</b>	<b>62,749.61</b>	<b>96.27%</b>
<b>Town of Smithfield</b>						
<b>Water Fund Budget</b>						
Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Balance as of 05/31/13	Remaining Budget	% of budget
<b>Expenses</b>						
Salaries	348,720.00	320,265.00	320,265.00	284,156.95	36,108.05	88.73%
FICA	27,900.00	25,621.00	25,621.00	21,985.14	3,635.86	85.81%
VSRS	38,530.00	40,000.00	42,130.00	35,558.51	4,441.49	88.90%
Health	49,735.00	52,230.00	51,230.00	46,314.07	5,915.93	88.67%
Uniforms	3,255.00	3,100.00	3,000.00	2,510.22	589.78	80.97%
Contractual	15,000.00	15,000.00	18,475.00	12,569.78	2,430.22	83.80%
Legal & Audit	20,000.00	25,000.00	21,625.00	22,194.76	2,805.24	88.78%
Maintenance & Repairs	21,000.00	21,000.00	21,000.00	18,538.80	2,461.20	88.28%
Water Tank Maintenance	100,000.00	100,000.00	100,000.00	75,461.14	24,538.86	75.46%
Professional Services	1,000.00	5,000.00	1,000.00	3,304.09	1,695.91	66.08%
Regional Water Supply Study	2,580.00	2,580.00	2,421.00	1,855.66	724.34	71.92%
Data Processing	14,000.00	14,000.00	14,000.00	12,193.55	1,806.45	87.10%
Utilities	1,500.00	1,500.00	10,000.00	1,157.94	342.06	77.20%
Communications	15,045.00	15,045.00	15,045.00	9,180.39	5,864.61	61.02%
Insurance	25,200.00	25,200.00	16,800.00	25,199.65	0.35	100.00%
Materials & Supplies	114,400.00	114,400.00	114,400.00	37,912.70	76,487.30	33.14%
Gas and Tires	14,500.00	14,500.00	12,000.00	11,901.75	2,598.25	82.08%
Dues & Subscriptions	1,000.00	1,000.00	800.00	993.00	7.00	99.30%
Bank service charges	325.00	325.00	325.00	-	325.00	0.00%
Travel and Training	5,500.00	5,500.00	5,500.00	2,514.55	2,985.45	45.72%
Miscellaneous	9,500.00	9,500.00	9,500.00	9,159.94	340.06	96.42%
RO Annual costs	470,673.00	451,053.00	501,217.00	319,700.33	131,352.67	70.88%
Bad debt expense	7,500.00	7,500.00	5,300.00	-	7,500.00	0.00%
<b>Total Water Fund Operating Expenses before D&amp;A Exp.</b>	<b>1,306,863.00</b>	<b>1,269,319.00</b>	<b>1,311,654.00</b>	<b>954,362.92</b>	<b>314,956.08</b>	<b>75.19%</b>

Operating Income before D&A Expense	353,567.00	413,630.00	659,590.00	665,836.47	(252,206.47)	160.97%
Depreciation & Amortization Expense	365,000.00	348,000.00	348,000.00	310,950.75	37,049.25	89.35%
Operating Income (Loss)	(11,433.00)	65,630.00	311,590.00	354,885.72	(289,255.72)	540.74%
Nonoperating Revenues (Expenses)						
Pro-Rata Share Fees	-	6,400.00	-	6,400.00	-	100.00%
Availability Fees	54,400.00	54,400.00	40,800.00	68,000.00	(13,600.00)	125.00%
Interest Revenue	5,925.00	5,925.00	5,925.00	5,888.51	36.49	99.38%
Interest Expense	(123,720.00)	(134,915.00)	(134,915.00)	(83,402.30)	(51,512.70)	61.82%
Total Nonoperating Revenues (Expenses)	(63,395.00)	(68,190.00)	(88,190.00)	(3,113.79)	(65,076.21)	4.57%
Net Income (Loss)	(74,828.00)	(2,560.00)	223,400.00	351,771.93	(354,331.93)	-13741.09%
<b>WORKING ADJUSTMENTS TO CAFR</b> (FOR INTERNAL USE ONLY)						
Restricted revenues:						
Pro-rata Share Fees	-	(6,400.00)	-	(6,400.00)	-	100.00%
Availability Fees	(54,400.00)	(54,400.00)	(40,800.00)	(68,000.00)	13,600.00	125.00%
Bad Debt Expense	7,500.00	7,500.00	5,300.00	-	7,500.00	0.00%
Debt Service Revenue	(187,896.00)	(403,640.00)	(403,640.00)	(382,429.50)	(21,210.50)	94.75%
Depreciation & Amort. Exp.	365,000.00	348,000.00	348,000.00	310,950.75	37,049.25	89.35%
Additional debt service costs-principal expense	(322,275.00)	(311,725.00)	(311,725.00)	(311,724.93)	(0.07)	100.00%
Total adjustments to CAFR	(192,071.00)	(420,665.00)	(402,865.00)	(457,603.68)	36,938.68	108.78%
Working adjusted income	(266,899.00)	(423,225.00)	(179,465.00)	(105,831.75)	(317,393.25)	25.01%

	Proposed Budget 2013/2014	Amended Budget 2012/2013	Adopted Budget 2012/2013	Actual 5/31/2013	Remain Budget	% of Budget
<b>Water Fund</b>						
<b>Net Operating Reserves (Deficit)</b>	<b>(266,899.00)</b>	<b>(423,225.00)</b>	<b>(179,465.00)</b>	(105,831.75)	(317,393.25)	25.01%
Construction Standards Update	(4,201.00)	(281.00)	(4,482.00)	(280.80)	(0.20)	99.93%
Discharge Analysis	(25,000.00)					
Vehicle/Equipment	(10,000.00)	(17,500.00)	(17,500.00)		(17,500.00)	0.00%
Work Order System	(6,250.00)					
Public Works Security Gate	(2,625.00)					
RO Security Gate	(10,000.00)					
System Improvements	(50,000.00)					
RO Plant-installation of flow transmitters		(6,200.00)		(6,200.00)	-	100.00%
Light Tower		(1,800.00)	-	(1,800.00)	-	100.00%
Water line replacement (Cypress Creek Bridge)	(110,000.00)		-	-	-	-
<b>Net Capital Outlay</b>	<b>(218,076.00)</b>	<b>(25,781.00)</b>	<b>(21,982.00)</b>	<b>(8,280.80)</b>	<b>(17,500.20)</b>	<b>37.67%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(484,975.00)</b>	<b>(449,006.00)</b>	<b>(201,447.00)</b>	<b>(114,112.55)</b>	<b>(334,893.45)</b>	<b>56.65%</b>
Operating Reserves			-	-	-	-
Water Development Escrow	25,000.00		-	-	-	-
Water Capital Escrow	160,000.00		-	-	-	-
Debt Service fees applied to debt	331,758.00	335,016.55	335,016.55	335,016.56	(0.01)	100.00%
<b>Net Cashflow</b>	<b>31,783.00</b>	<b>(113,989.45)</b>	<b>133,569.55</b>	<b>220,904.01</b>	<b>(334,893.46)</b>	<b>165.39%</b>

Town of Smithfield Highway Fund						
Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Balance as of 05/31/13	Remaining Budget	% of budget
<b>Revenue</b>						
Interest Income	250.00	250.00	250.00	179.54	70.46	71.82%
Revenue Sharing-VDOT	-	35,000.00	-	33,243.13	1,756.87	94.98%
Insurance Reimbursement	-	24,002.00	-	24,002.15	(0.15)	100.00%
Revenue - Commwlth of VA	1,003,519.92	1,003,519.92	986,456.92	752,639.94	250,879.98	75.00%
<b>Total Highway Fund Revenue</b>	<b>1,003,769.92</b>	<b>1,062,771.92</b>	<b>986,706.92</b>	<b>810,064.76</b>	<b>252,707.16</b>	<b>76.22%</b>
<b>Town of Smithfield Highway Fund</b>						
Description	Proposed Budget 2013/2014	Proposed Budget Revisions 2012/2013	Adopted Budget 2012/2013	Balance as of 05/31/13	Remaining Budget	% of budget
<b>Expenses</b>						
Salaries	248,065.00	229,800.00	229,800.00	189,248.77	40,551.23	82.35%
FICA	19,845.00	18,384.00	18,384.00	14,642.12	3,741.88	79.65%
VSRS	29,090.00	28,380.00	28,380.00	26,026.87	2,353.13	91.71%
Health	45,290.00	42,000.00	44,035.00	41,765.54	234.46	99.44%
Uniforms	3,100.00	2,785.00	2,785.00	2,412.89	372.11	86.64%
Engineering	-	-	5,000.00	-	-	-
Grass	31,400.00	31,400.00	31,400.00	19,563.61	11,836.39	62.30%
Maintenance	348,427.92	469,429.92	358,139.92	241,830.15	(241,830.15)	51.52%
Asphalt/Paving				36,289.80	(36,289.80)	
Ditching				108,591.04	(108,591.04)	
Traffic Control devices				10,499.58	(10,499.58)	
Other (maintenance)				4,027.33	(4,027.33)	
Other (lawnmowers, landscaping, etc)				76,898.81	(76,898.81)	
Structures and Bridges				907.35	(907.35)	
Ice and Snow removal				1,736.12	(1,736.12)	
Administrative				2,880.12	(2,880.12)	
Street Lights	110,000.00	110,000.00	75,000.00	88,981.70	21,018.30	80.89%
Insurance	19,440.00	18,514.00	18,350.00	18,513.41	0.59	100.00%
VAC Truck Repairs	2,500.00	2,500.00	2,500.00	-	2,500.00	0.00%
Gas and Tires	10,000.00	10,000.00	8,000.00	7,926.58	2,073.42	79.27%
Stormwater Management Program (regional)	1,786.00	1,786.00	4,286.00	1,339.50	446.50	75.00%
Joint Cost Allocation	-	-	6,500.00	-	-	-
Overhead Allocation	-	-	54,665.00	-	-	-
<b>Total Highway Fund Expense</b>	<b>868,943.92</b>	<b>964,978.92</b>	<b>887,224.92</b>	<b>652,251.14</b>	<b>312,727.78</b>	<b>67.59%</b>
<b>Net Reserves (+/-)</b>	<b>134,826.00</b>	<b>97,793.00</b>	<b>99,482.00</b>	<b>157,813.62</b>	<b>(60,020.62)</b>	<b>161.38%</b>

	Proposed Budget 2013/2014	Amended Budget 2012/2013	Adopted Budget 2012/2013	Actual 5/31/2013	Remain Budget	% of Budget
<b>HIGHWAY</b>						
<b>Net Operating Reserves (Deficit)</b>	<b>134,826.00</b>	<b>97,793.00</b>	<b>99,482.00</b>	157,813.62	(60,020.62)	161.38%
John Rolfe/Battery Park intersection Turn Lane		(75,000.00)	(95,000.00)	(73,094.58)	(1,905.42)	97.46%
Construction Standards Update	(4,201.00)	(281.00)	(4,482.00)	(280.80)	(0.20)	99.93%
New Truck	(8,750.00)					
PW Security Gate	(2,625.00)					
Entrance Corridor Beautification	(5,000.00)					
Work order system	(6,250.00)					
Pinewood Stormwater Drainage	(100,000.00)					
Lanwmower	(8,000.00)					
Storm Drain Rehab-Cypress Creek		(48,253.00)	-	(48,252.15)	(0.85)	100.00%
Hustler X-One 31KAW/60" (lawnmower)		(7,459.00)	-	(7,459.00)	-	100.00%
Light Tower		(1,800.00)	-	(1,800.00)	-	100.00%
<b>Net Capital Outlay</b>	<b>(134,826.00)</b>	<b>(132,793.00)</b>	<b>(99,482.00)</b>	<b>(130,886.53)</b>	<b>(1,906.47)</b>	<b>131.57%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>0.00</b>	<b>(35,000.00)</b>	<b>0.00</b>	<b>26,927.09</b>	<b>(61,927.09)</b>	<b>-76.93%</b>
<b>Cash Proffer money on John Rolfe Drive</b>		<u><b>35,000.00</b></u>		35,000.00		
Adjusted 2013		<u>-</u>		<u>61,927.09</u>		

**Notes: May 2013**

**GENERAL FUND**

**Revenues:**

**Real Estate**

Real estate collections posted through June 18 total \$1,660,811 (100.10%) of budget. Total uncollected 2012 RE is 1.8% of total billing.

**Delinquent RE tax**

Delinquent personal property tax collections through June 18 total \$18,202 (72.81%). Includes 2 business accounts that if collected would almost meet budget for the year. Also have numerous delinquent properties by a single development company. Have given the Town Attorney a list of all delinquent accounts with at least 3 years outstanding for collection letters.

**Current PP Tax**

Personal property taxes posted through June 18 total \$837,772 (99.97%). We just mailed a small batch of supplements that are due by July 6, so we may exceed budget for the year.

**Delinquent PP Tax**

Delinquent personal property posted through June 18 total \$36,767 (105.05%) which exceeds the amended budget by \$1767. Sent out small batch of supplements for 2010 and 2011 that are due by July 6, so this line item will likely still increase by fiscal year end.

**Franchise Tax**

Franchise tax paid through June 18 totals \$98,826. This accounts for payments from 4 out of the 5 banks located within the town limits. Three of the four banks that have paid reflected a decrease in franchise tax from prior year, one of which was significant (-\$19,641). I expect this line item to be below revised budget for the year by \$3466.

**Transient Occupancy**

Transient occupancy tax is \$5326 higher than the final balance last fiscal year. We had one establishment that did not pay the April tax until June. This line item makes up for the shortfall in bank franchise tax.

**Meals Tax**

Meals tax is tracking very strong. The 4% portion is totaling \$24,080 higher than May of 2012. Current year budget has been amended to account for the increase, and we should be on target to meet budget.

**Communications Tax**

There is a 2 month delay in receipt of communications tax from the state. The May statements reflect collection of communications tax through March 2013. Since March represents 3/4 of the fiscal year, we are tracking on budget at 75%. Accruals will be made at year end to account for May and June that will be paid in July and August.

**Sales Tax Collections**

Sales tax collections are received from IOW County after they receive the local portion from the state. The May statements reflect sales tax collections for 10 months and is \$40,147 lower than last fiscal year. In FY2012, the November sales tax was \$45,439 compared to \$21,086 for FY2013

and December was down \$5682 as well. January collections were up \$1699 over prior year, but February was level with 2012 reflecting an increase of only \$274 while March reflected a decrease of \$1377. April collections were down \$3073. We may have a timing issue with payments from IOW, however. The new auditors noted that we only accrued for one month at the end of last fiscal year, but most localities accrue for 2 based on the delay from the state similar to communications tax. We have been going by the memo on the check stub from IOW County, so we will have to verify payment period with them and possibly accrue an additional month this year.

**Consumption/Utility Tax**

These taxes are collected from DVP, CEC, and Columbia Gas. Revenues in the May statements represent collections for July through April. Consumption/utility taxes have been relatively flat over the past few years. To date, utility tax is \$3294 higher than the same time last year and consumption tax is \$4210 higher.

**Business Licenses**

Business licenses were due on April 15th so the bulk have been received. As of June 18, \$346,655 has been posted, and the clerks are still processing delinquent accounts. We have received \$23,765 more in this fiscal year than total fiscal year 2012. Notably we collected \$64,100 in delinquent license taxes in 2013 compared to \$30,545 in 2012.

**Permits and Other Licenses**

This line item has exceeded the amended budget as well as the original. It includes a ROW permit (\$1,708.85) and a land disturbance permit (\$1525.27) from VICO Construcion for Harvest Fellowship Baptist Mission Improvements. In February, we also had a ROW permit from Isle of Wight County for the new rescue squad building totaling \$752.64. The Town issued zoning permits totaling \$1585 in April and \$560 in May.

**Review Fees**

Review fees are dependent upon development activity, and we have experienced very little in this fiscal year. Last year we received \$8709 through March but activity included the YMCA, Tractor Supply, Harvest Fellowship, Taste of Smithfield, and Dollar General. We did not lower the budget to allow for additional activity at year end, but we have had no receipts since December.

**Vehicle License Tax**

Collections through June 18 total \$136,439 which exceeds revised budget and 2012 total receipts of \$132,373. We just processed a small batch of supplements, so we should collect a little more revenue in this line item before year end.

**Fines and Costs**

Fines and costs represent payments received from the IOW Clerk of Court for July through April and are now running higher than 2012 by \$9177. Up until the April payment for March, fines had been tracking similar to last year (total \$55,766). This year we will exceed \$60,000.

**Smithfield Center Rentals**

Smithfield Center Rentals posted through June 18 total \$146,769 which exceeds revised budget by almost \$4000. This revenue could top \$150,000 by year end especially since Windsor Castle rentals are now being included in this line item.

**Obici Foundation Wellness Grant**

We currently have overlapping grants in this category. We were expecting an additional \$5000 by year end to close out one of the grants, but to date we have not received it.

**Law Enforcement**

Final quarterly payment should be deposited from the state in June.

**Urban Funds-state and federal portion**

A draw request has been completed and sent to Bryant Porter at VDOT for reimbursement. Expected reimbursement is \$569,375 (\$464,795 federal and \$104,579 state). There will probably be one final (small) draw request on the project to close out engineering/VDOT charges. This is lower than budgeted due to the reduction in payment for utility charges. Even if not received by June 30, payment will be accrued and reflected on the June financial statements.

**FEMA-state and federal portion**

This is money received on the small project submissions for Hurricane Irene in August 2011. We have received approval for payment of the large debris clean up project, and we did receive a portion in March. I did not hear back from Nealia Dabney at VDEM in regards to the remaining payment that was supposedly approved in December, so I have followed up with a letter. To date, I still have received no response, and I am not sure we will receive the remaining balance.

**Federal Grants**

The PD has received 4 grants this year from traffic safety (\$6163) and local law enforcement (\$3502). Last year's total was \$3370 for the year excluding the port security grant (command vehicle).

**Pinewood Heights CDBG Relocation Grant-Phase II**

The first draw down reimbursement for Phase II MY 1 has been received. There has been no additional reimbursement eligible activity. This budget is left at full grant value for the remainder of the fiscal year.

**Bike Rack**

The racks have been purchased, and a reimbursement request has been submitted.

**Public Restrooms**

Added to the budget in anticipation of a completion date by June 30, 2013 although I have heard that the value will be significantly higher than \$250,000.

**Expenses:**

**ALL DEPARTMENTS**

Health Insurance

Health and dental premiums have been paid in full for the fiscal year.

Insurance

All 4 quarters for VML insurance have been paid for the fiscal year.

**Town Council**

Legal Fees

Legal fees have exceeded budget as of May. In May, the Town paid an invoice to Troutman Sanders for \$4399 for boundary line adjustment. I was unaware that this would be forthcoming and did not budget for it.

Council Approved Other

In May, we paid \$3,290 to MOSCA Design for Christmas Decorations (garland wrap and bows). We

received a discount of \$1422 (33%) based on the timing of the order.

### **Treasurer**

#### Service Contracts

This line item will be over budget by \$141. This is due to fluctuation in the IBM quarterly billing which went down in 3rd quarter and back up in the 4th quarter for maintenance contract on the AS400.

#### Cigarette Tax Stamps

Made one purchase of cigarette tax stamps for the year. There should be no additional expense for this line item in FY2013.

### **Public Safety**

#### Insurance-LODA

This is an additional insurance premium as required by the Line of Duty Act. We actually came in significantly under budget this year because some of the vacant positions in the PD had not been filled at the time that VRS requested a billing census. We alerted them to the fact that additional officers would be hired, but they informed us that they only bill based on actual number of officers at a certain point in time.

### **Fire Department**

#### State Pass Through

State pass through funds of \$19,461 were deposited in the Town's general fund on 3/19/13. The pass through was approved at the May Town Council meeting and payment should have been made when the Fuel Fund costs were paid. The AP clerk did not notice the state pass through check request clipped behind the fuel fund request, however, so the check was not cut until June.

### **Contributions-Public Safety**

#### E911 Dispatch Center

The Town has paid approximately 50% of the annual budget for E911 dispatching services to IOW County. We did make an additional quarterly payment in March, so the true up at year end won't be so large.

### **Smithfield Center**

#### Food Service & Beverage Supplies

This line item has a relatively small budget and there have been no large items posted to date other than \$506.59 in May for purchases from COSTCO. Most have been small charges such as Tidewater Coffe and spring water. Charges through Jun 18 total \$6595 so this line item will be over budget for the year.

#### Refund event deposits

Represents 14 deposit refunds through May. This line item is always difficult to budget. In 2012 refunds totaled \$2422 for the entire year.

Credit card processing charges

This line item is running above budget due to the activity on our account. Most of the fees are passed through to the customer, but some are absorbed by the town. The budget was increased this year to reflect actual from last year of \$3600, but we surpassed that total and revised the budget to \$4500. I expect this account to be approximately \$400 over revised budget.

**Contributions-Parks, Rec, & Cultural**

Farmers Market

We have not yet received a request from the Farmers Market for this year's funding.

Contributions BSV Parking Lot

This budget item was added to reflect the Town's agreement with BSV to make repairs to the bank parking lot that is used for the Farmers Market. In May the Town paid New Horizons and Blair Asphalt LLC a total of \$4915 for asphalt/sealing, but we received a reimbursement check from BSV for \$4845 for shared costs. I believe there is more work to be done on the parking lot.

**Other Parks & Rec**

Waterworks Dam

The grant revenue for this project was moved to next fiscal year as well as the offsetting expense. We have incurred some cost this year, however, from Draper Aden, so the budget was adjusted accordingly.

**Community Development**

Pinewood Heights

The Town has a contract with Community Planning Partners for Phase II of the Pinewood Project. Monthly invoices will be charged to the budgeted line items as they occur. When market rate renters are relocated, the Town has to supplement their rent for 42 months. The total cost of this assistance for Phase I was moved to the Pinewood Escrow account and disbursements are made each month from that account. The full expense for this assistance was included in the cost of Phase I for reporting purposes, but the actual expense is booked each month as some renters do fall off the map. We had one renter relocate without a forwarding address, so we are currently holding that money in escrow until such time as she either resurfaces within the 42 months or the money reverts back to the Town. Through December we paid moving costs for 3 residents in Phase II for a total cost of \$4600 and relocation costs for 1 homeowner totaling \$76,900. A portion of that expense (\$41,526) has been reimbursed with CDBG funds. We have also paid moving costs for one homeowner in June totalling \$1600.

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

**Contributions Community Development**

Christian Outreach  
Genieve Shelter

Annual budgeted contributions have not yet been made for Christian Outreach, the Genieve Shelter, or Isle of Wight Triad. I just received a request from TRIAD and the Genieve Shelter so they will be paid

TRIAD

before fiscal year end.

Tourism

We did pay another quarter towards tourism in April, so year end true up won't be as large for this cost sharing account as well.

**Public Works**

Repairs & Maintenance

Includes \$3637.92 to Dave's Service Center for repairs made to PW vehicle after it hit a deer. This money has been reimbursed by VML and is shown in revenue under insurance recoveries. Also, includes \$880.00 to Goodrich and Sons to take down trees off of Cedar Street between parking lots. In November we paid \$850 to AVES for driveway repairs in the River Oaks neighborhood. Expenses from December through April were small. In May we paid \$3800 to Tri-State Utilities for sewer repair work done at 224 Main and 117 N Church Street. Budget was increased to account for these unusual costs. Total repairs and maintenance for 2012 was \$5754.

**Public Buildings**

Contractual

Includes \$1205 to Windsor Fire Extinguisher service for yearly inspection of the town's public buildings including town hall, public works, and PD. This expense was charged to PB maintenance last year, but contractual is the more appropriate line item. Also includes \$1058 to SimplexGrinnell for intrusion monitoring at Town Hall and the Town Manager's office. Again, this was charged to repairs and maintenance but is now being more appropriately charged to contractual. Also moved \$1904 for Fidelity (annual maintenance of the phone system) from the communication line item. Budget has been adjusted accordingly.

**Other Financing Uses**

Transfers to Operating Reserves

As of the end of May, the Town has collected \$1,643,150 more in revenues than expenses. This total is \$1,063,441 more than reserves as of May 2012 namely because large project expenditures have dropped off (S Church Street, building renovations) and we received a \$400,000 donation to reimburse us for part of the streetscape improvements.

Transfers to Restricted Reserves-Pinewood

As of the end of May the Town has collected \$124,239 more in meals tax revenues than has been spent on Phase II of the project (Town's portion) during this fiscal year.

**Debt Service**

Public Building Acquisition-Principal & Interest

This represents payment to IOW County for the Town's portion of the GO bond used to finance the purchase of the PD and TM offices. A payment will be made at the end of June to account for the remaining budgeted funds in this fiscal year.

**Capital:**

**COMMUNITY DEVELOPMENT**

Purchased one owner occupied residence in December and two renter occupied units in January. The CDBG portion of the owner occupied purchase (\$83000) has been reimbursed. There has been no additional acquisition activity since January.

**PUBLIC WORKS**

Excel Paving

Payment on some of the final work of the S Church St Project (tie ins with homeowner properties). We are still expecting a few small invoices and we have not yet paid a portion of the utility costs of the project.

**PUBLIC BUILDINGS**

Public Restrooms

The public restrooms are now open, but I do not yet have any paperwork backing up the value of the donation.

**SEWER**

**Revenues**

**Sewer Charges**

The budget has been adjusted to reflect how consumption is actually tracking for the year. Consumption is still down slightly from last year with usage through May at 187,913,876. gallons compared to 188,827,259 for the same period last year. At the current rate of \$3.50 per 1000 gallons, this is equivalent to a \$3,197 decrease but because of the rate change, total revenues increased by \$81,055.

**Connection fees**

We increased the budget for connection fees for 2013 to account for 20 meters, but we have collected on 24 meters through May. Last year we had a total of 11 meter connect fees.

**Expenses**

Health Insurance

Health and dental costs have been paid in full for the year.

Maintenance and repairs

October included 2 impellers (Moore Creek pump station-\$2214 and Main St pump station-\$3207). These are expensed instead of capitalized since the individual cost is below the \$5000 capital threshold adopted by the Town. Also included \$2096 to REW for the Moonefield Level XMTR replacement and to troubleshoot the Main Street Bubbler. November included \$3456.04 to Excel Paving for adding structure beside old Firestation in alley. December included 2 1/4 HP motor compressors for pump stations from Grainger (\$1540) and asphalt patching at several locations that was divided between sewer, water, and highway. January included \$1189 to Dave's service center for sewer portion of stock items and multiple truck repairs. Total expenses for February totaled \$2234.73 with the largest

expense of \$784.88 to Smithfield Auto Parts for oil, starter for James St. Bypass pump, antifreeze, etc. In March, paid Gately \$2470.62 to reprogram radios and \$3755.73 for a 6.25" impeller. The largest expense in April was \$905 to Blair Brothers for asphalt patch behind the old fire station. In May we paid REW \$2324 to remove existing Retro-Pack controller and convert 5 pump stations to float only operations.

SCADA

In May paid REW \$4013 to remove and replace existing antenna, cable, and mast at 3 sites and \$3596 to replace remote repeater radio modern damaged by electrical storm on 4/19/13.

Insurance

All 4 quarters have been paid to VML for property/casualty and workers' comp insurance for FY2013.

Bad Debt Expense

Bad debt expense is a non-cash adjustment to write off uncollectable accounts. This adjustment will be made for the June statements.

**Depreciation and Amortization**

I have discussed the depreciation adjustment with our auditors and I am currently working on converting those changes into an excel format to make tracking and adjustments easier. The current total is based on last year's entries but will be adjusted once the conversion is complete and 2013 entries are added.

**Nonoperating Revenues (Expenses)**

Availability fees

As with connect fees, we adjusted for 20 meters this fiscal year and have already collected availability fees for 24.

Contributed Capital-Smithfield Foods

This was billed to Smithfield Foods after payment of the VRA (revolving loan) debt service in May. Foods reimburses us for this cost on an annual basis, and if not paid by June 30 we will accrue the revenue as a receivable.

Interest Expense

Includes both semi-annual interest payments on the previously refinanced loan on the old sewer treatment plant (VRA loan). Once previous year end interest is reversed and 2013 year end is accrued, this line item will be on budget (not over budget as it is currently showing).

**WORKING ADJUSTMENTS TO CAFR**

Debt Service Principal

Principal on the VRA loan is paid only once a year, so principal has been paid in full for the year.

**Sewer Capital**

Sewer Capital repairs

Lewis Construction-find and fix-labor & equipment to include trench shoring to repair 8" clay sewer 10' depth, remove & replace existing 6" water main for shoring.

Truck

The truck has now been purchased. Payment was made in June so it will reflect on next month's financial statements.

## **WATER**

### **Revenues**

#### Water Charges

Like sewer, the water budget has been adjusted to reflect actual consumption. Usage is down with consumption in May at 239,897,757 compared to 246,182,751 for the same period last year. At the current rate of \$4.85 per 1000, this is equivalent to a \$30,482 decrease. Gatling Pointe accounts for IOW County skew the accuracy of this calculation, although Gatling Pointe usage alone did drop 3,848,000 from the same period last year which equates to a drop of \$23,050 based on the current blended rate of \$5.99 per 1000 gallons. Because of the rate increase, total revenues actually increased \$380,146 even with the decrease in consumption.

#### Connection fees

As with sewer, we amended the budget for 20 connection fees for 2013 and we have collected on 24 meters through May. Last year was a total of 12 meter connect fees for water (1 more than sewer).

### **Expenses**

#### Insurance

Represents 4 quarterly payments to VML for property/casualty and workers' compensation insurance.

#### Miscellaneous

Includes all 4 quarterly payments to VDH-Waterworks Technical Assistance Fund. This is billed annually and is based on the number of water customers in the town's system. The rate for this billing increased significantly from \$2.05 per connection last year to \$2.95 this year. The increase was budgeted.

#### Bad Debt Expense

As with sewer, this adjustment will be made at year end for uncollectable accounts.

### **Depreciation and Amortization**

This expense will be adjusted as per sewer explanation after fixed assets are converted to an excel format per discussion with the auditors.

### **Nonoperating Revenues (Expenses)**

#### Availability fees

As with connect fees, we adjusted for 20 this fiscal year and have already collected on 24 through May.

#### Interest Expense

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

## **WORKING ADJUSTMENTS TO CAFR**

#### Debt Service Principal

Includes principal on the old VRA loan (water portion ) and principal on the two VML-VACO loans for

the RO plant and waterline improvements. There will be no additional principal payments for the year.

### **Water Capital**

Vehicle/Equipment

The truck has now been purchased. Payment was made in June so it will reflect on next month's financial statements.

### **HIGHWAY**

#### **Revenues**

Revenue Sharing-VDOT

This revenue was received from Commonwealth of VA for revenue sharing project at John Rolfe Drive.

Revenue-Commonwealth of VA

We have received 3 quarters of the annual state highway grant funds. The final quarter was received in June.

#### **Expenses**

Health Insurance

All 12 months have been paid for Health and Dental.

Insurance

All 4 quarters have been paid to VML Insurance for property/casualty and workers' comp coverage.

### **Highway Capital**

John Rolfe Drive

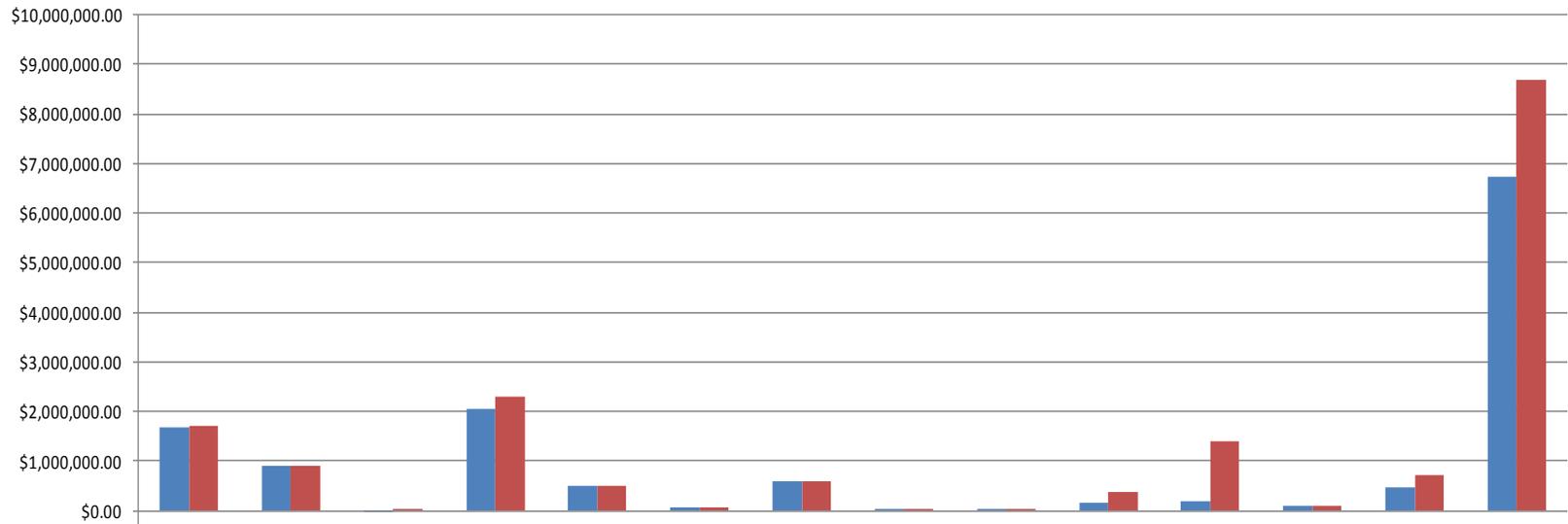
The turn lane has been completed. The town's portion will be paid from cash proffers.

Storm Drain Rehab-Cypress Creek

Emergency repairs performed by Lewis Construction-storm related. We did receive \$24,000 from VML that offset a portion of the costs.

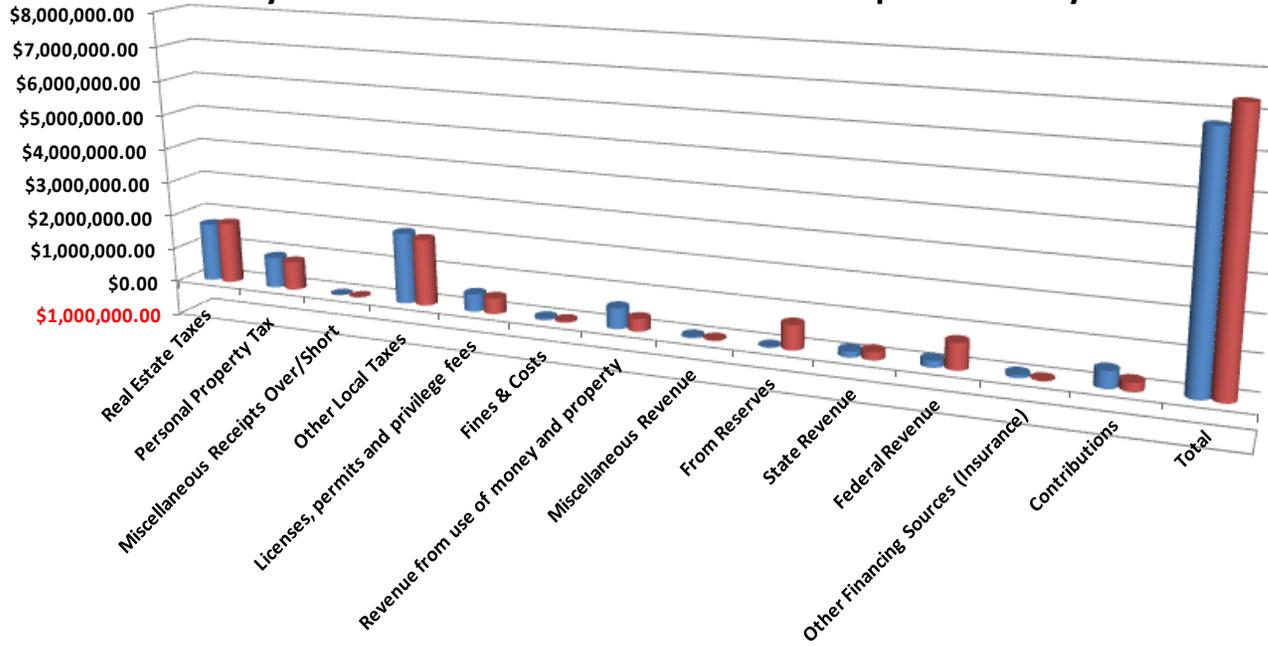
# MAY 2013 FINANCIAL GRAPHS

## May 2013 YTD General Fund Revenues Compared to Budget



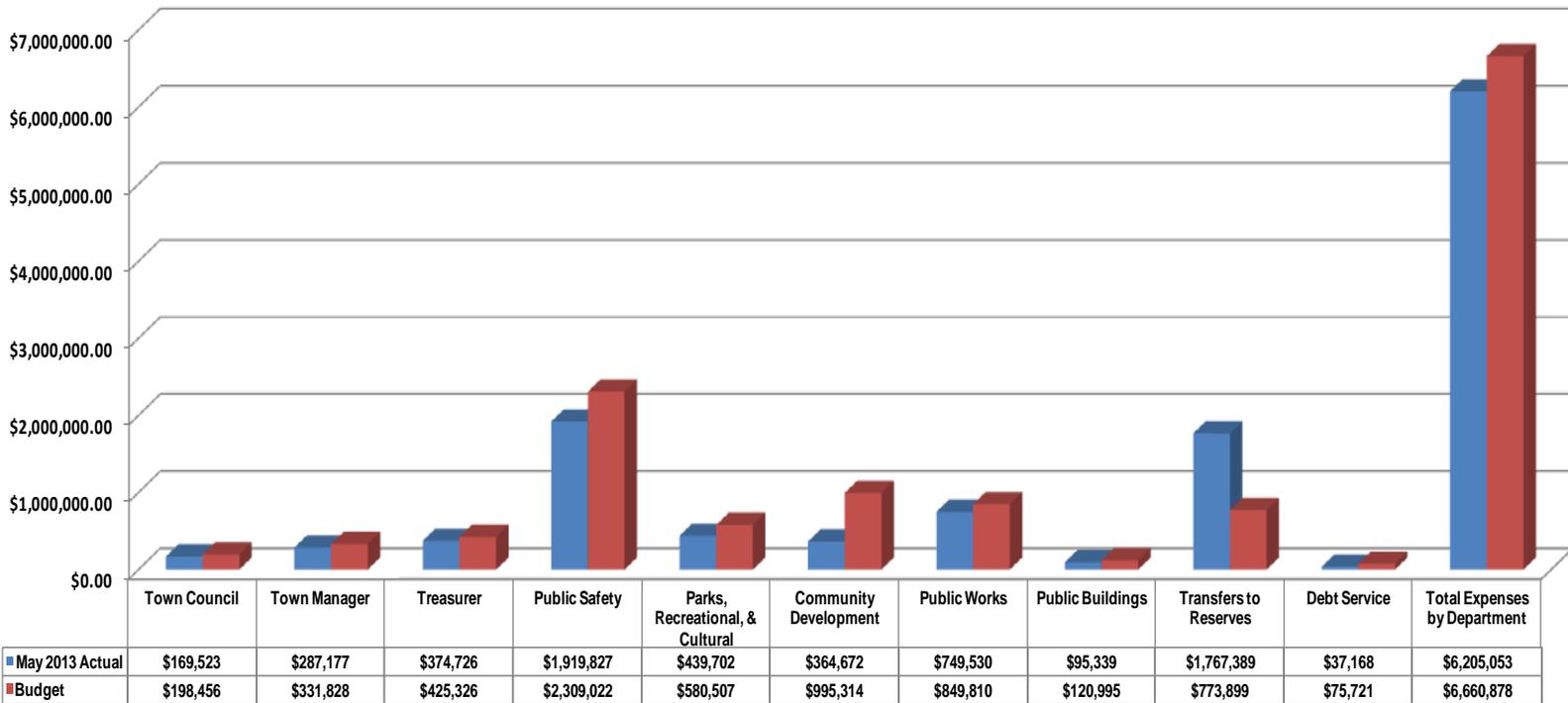
	Real Estate Taxes	Personal Property Tax	Misc. Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Misc. Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ May 2013 Actual	\$1,690,558	\$900,495	\$(75)	\$2,048,877	\$500,384	\$55,798	\$591,920	\$40,442	\$13,400	\$164,346	\$185,803	\$84,299	\$470,944	\$6,747,191
■ Budget	\$1,697,790	\$897,470	\$15	\$2,290,403	\$502,746	\$57,000	\$595,138	\$45,336	\$14,618	\$371,465	\$1,400,910	\$84,300	\$719,409	\$8,676,600

### May 2013 YTD General Fund Revenue Compared to May 2012

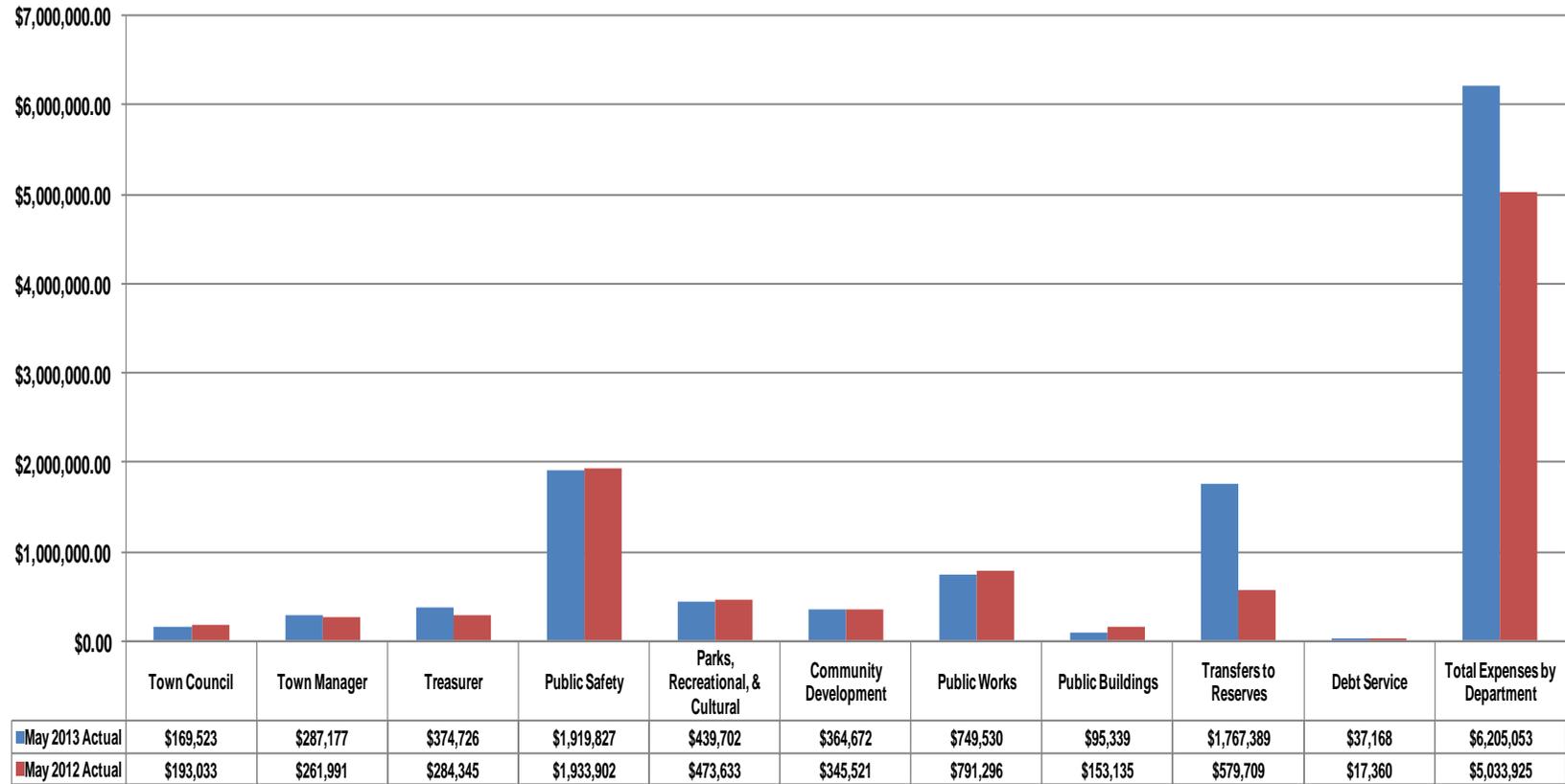


	Real Estate Taxes	Personal Property Tax	Miscellaneous Receipts Over/Short	Other Local Taxes	Licenses, permits and privilege fees	Fines & Costs	Revenue from use of money and property	Miscellaneous Revenue	From Reserves	State Revenue	Federal Revenue	Other Financing Sources (Insurance)	Contributions	Total
■ May 2013 Actual	\$1,690,558	\$900,495	\$(75)	\$2,048,877	\$500,384	\$55,798	\$591,920	\$40,442	\$13,400	\$164,346	\$185,803	\$84,299	\$470,944	\$6,747,191
■ May 2012 Actual	\$1,771,333	\$823,607	\$13	\$1,928,285	\$456,012	\$46,621	\$356,374	\$25,211	\$704,768	\$225,527	\$742,149	\$16,343	\$246,756	\$7,342,999

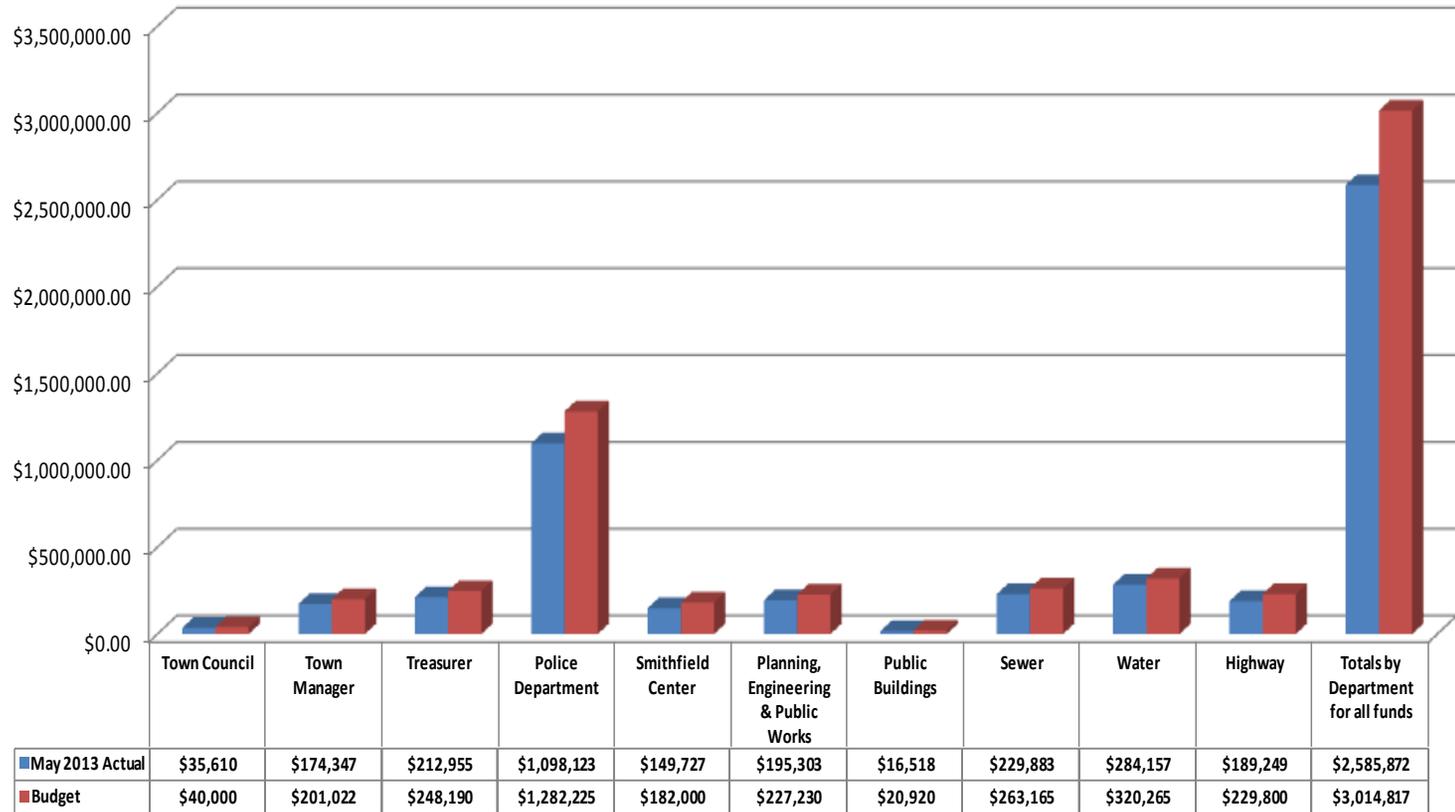
## May 2013 YTD General Fund Operating Expenses Compared to Budget



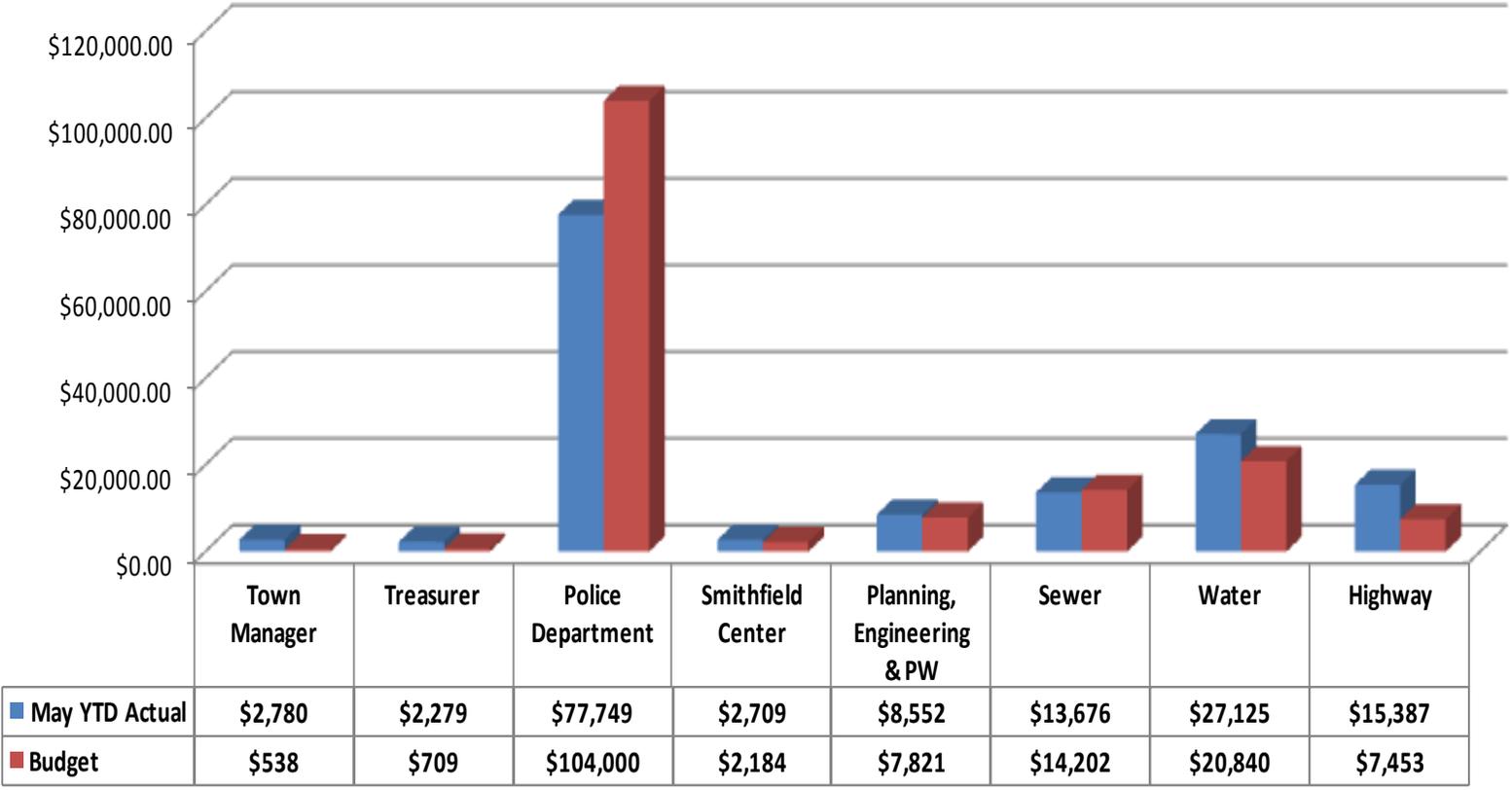
## May 2013 YTD General Fund Operating Expenses Compared to May 2012



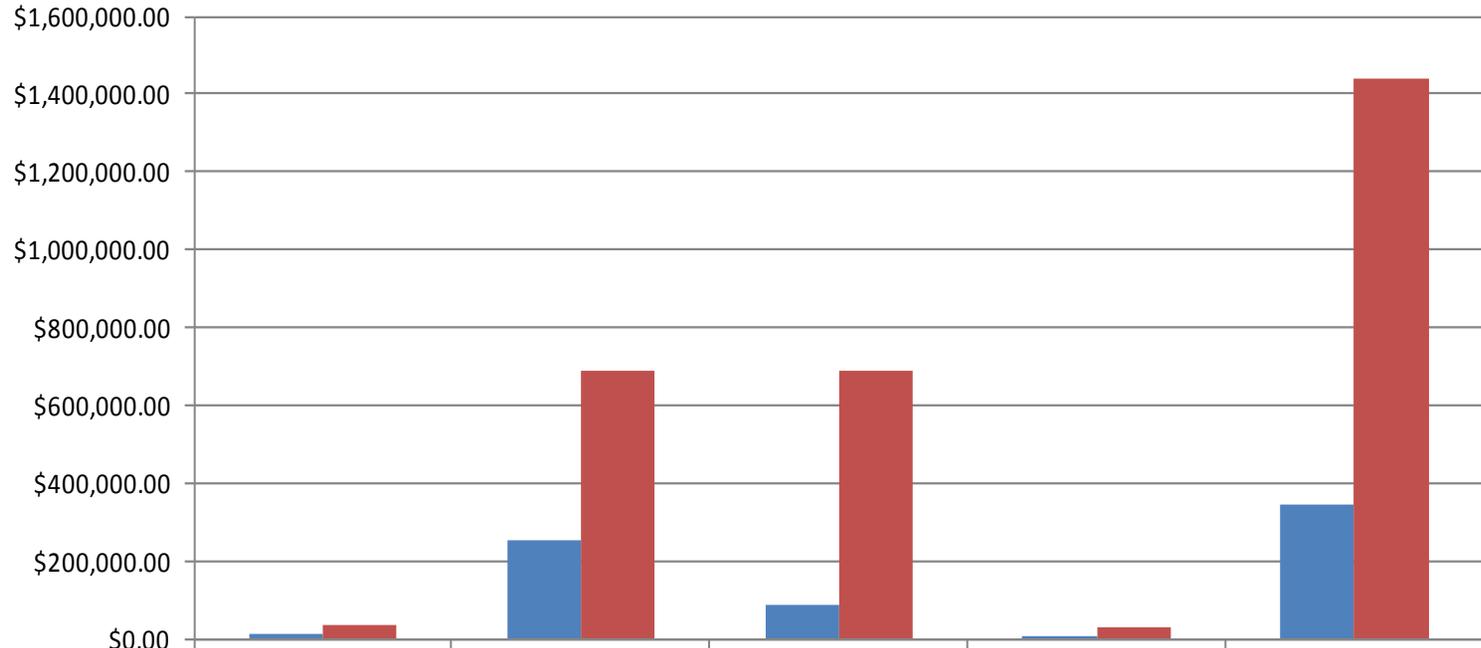
### May 2013 YTD Salaries to Budget by Department



### May YTD Overtime Compared to Budget

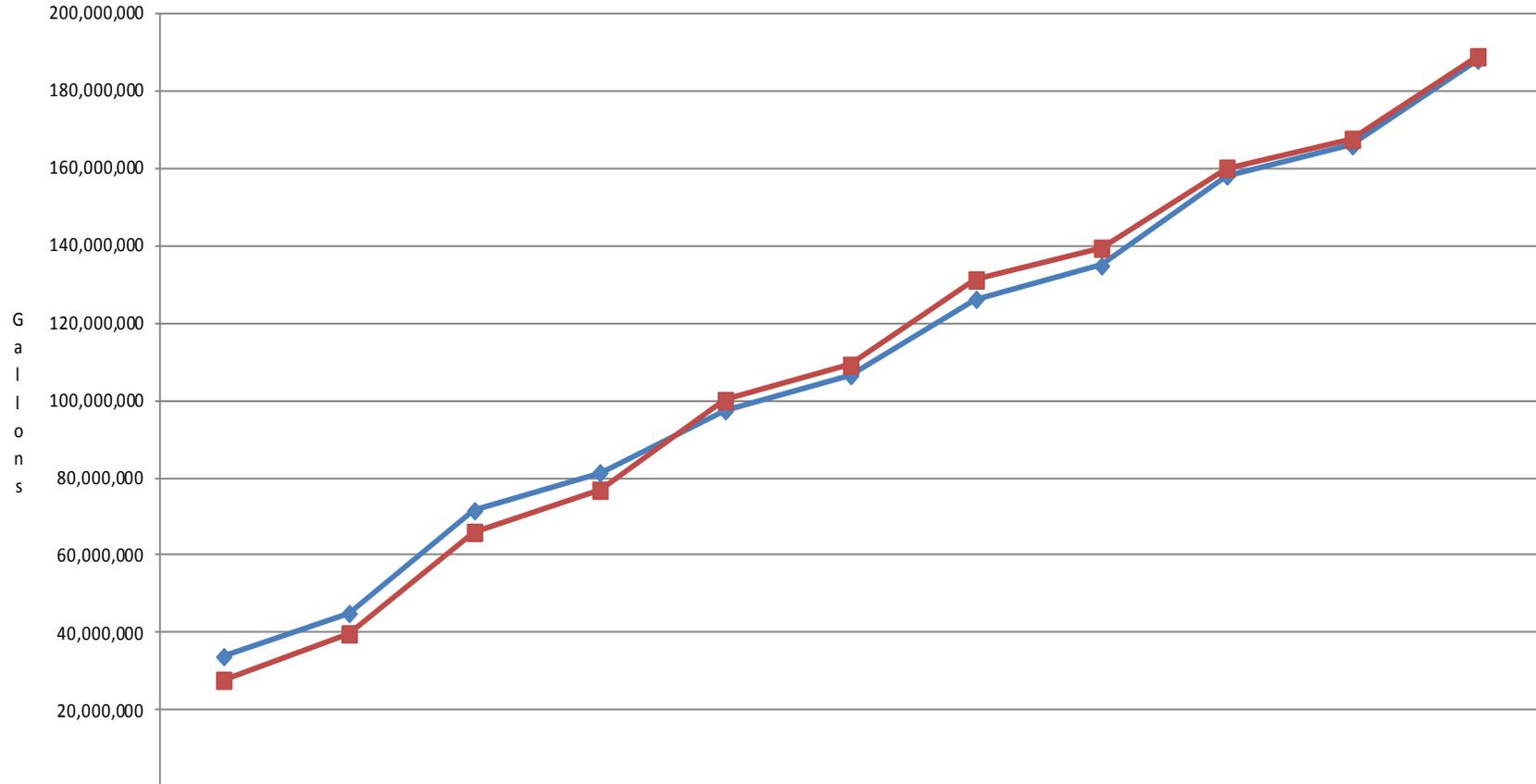


## May YTD Pinewood Heights Expenses MY 1 Phase II



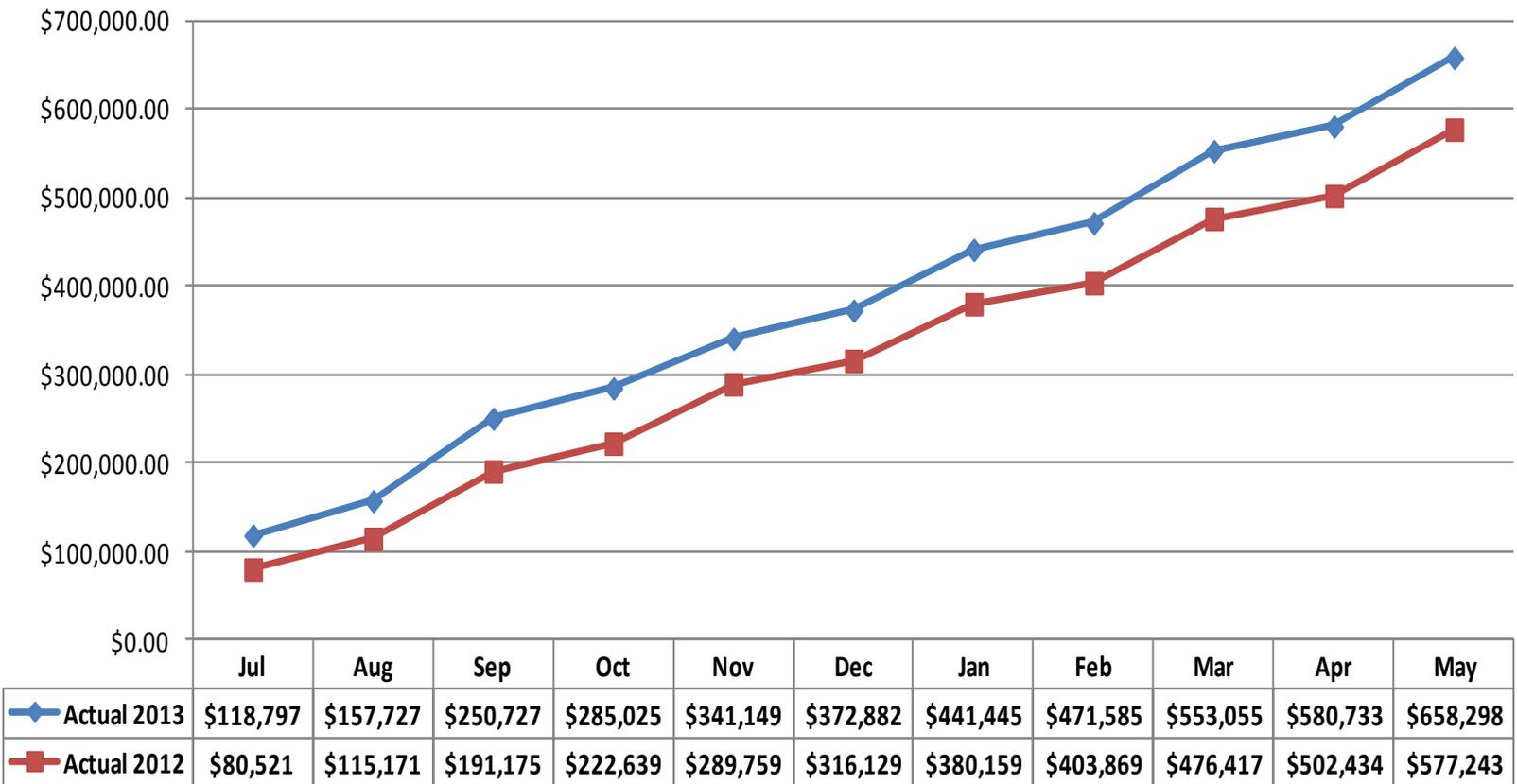
	Administration	Acquisition	Permanent Relocation	Clearance & Demolition	Total YTD MY1 Phase II
<b>May YTD Actual</b>	\$9,564	\$250,329	\$85,867	\$124	\$345,884
<b>Budget</b>	\$33,000	\$686,555	\$689,920	\$29,000	\$1,438,475

## May 2013 YTD Sewer Consumption Compared to 2012-Cumulative

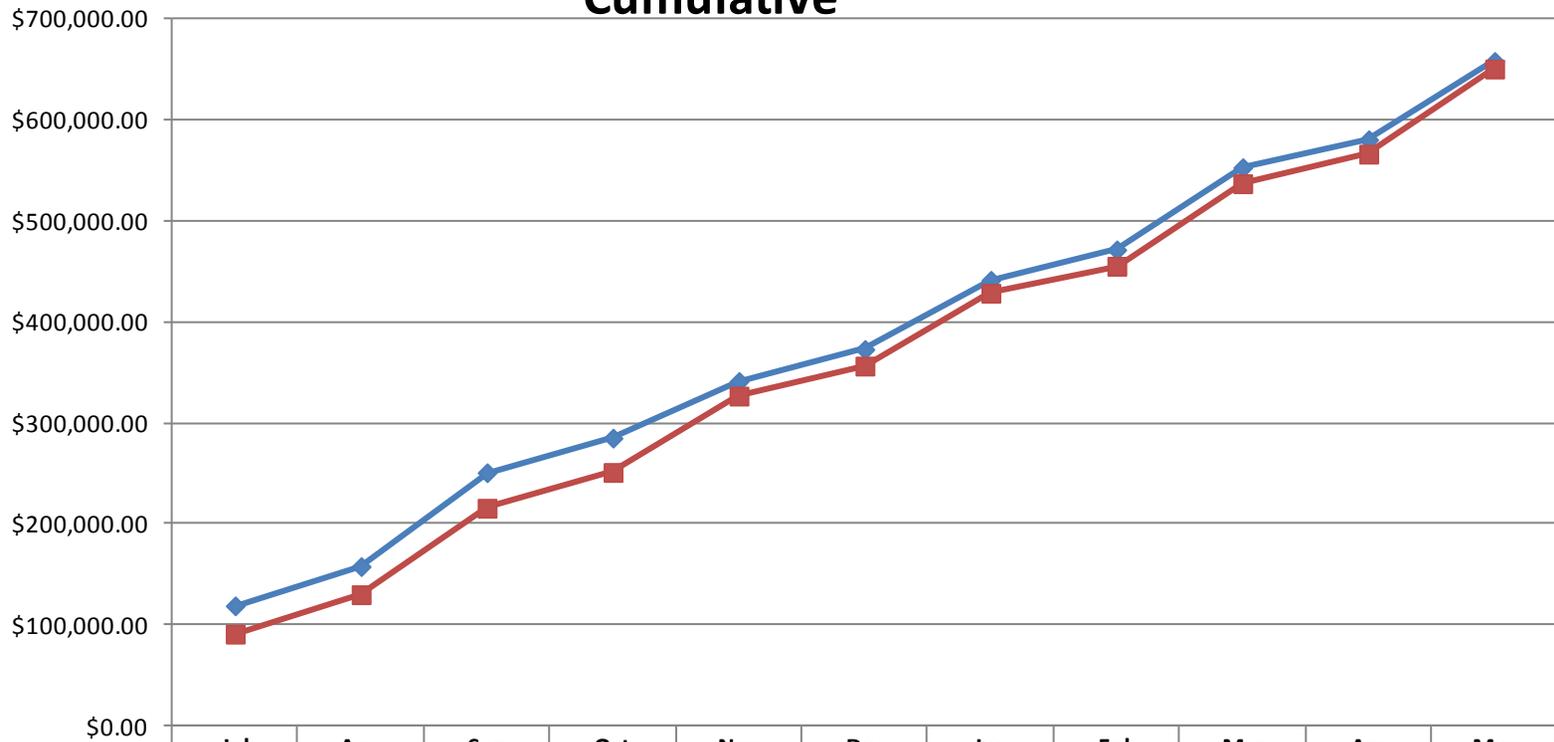


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Actual 2013	33,911,769	45,062,012	71,593,279	81,409,491	97,395,860	106,483,452	126,184,592	134,820,907	158,036,732	165,808,355	187,913,876
Actual 2012	27,823,246	39,800,726	66,015,985	76,887,610	100,046,367	109,153,641	131,185,269	139,374,388	160,052,488	167,499,468	188,827,259

## May 2013 YTD Sewer Charges Compared to 2012-Cumulative

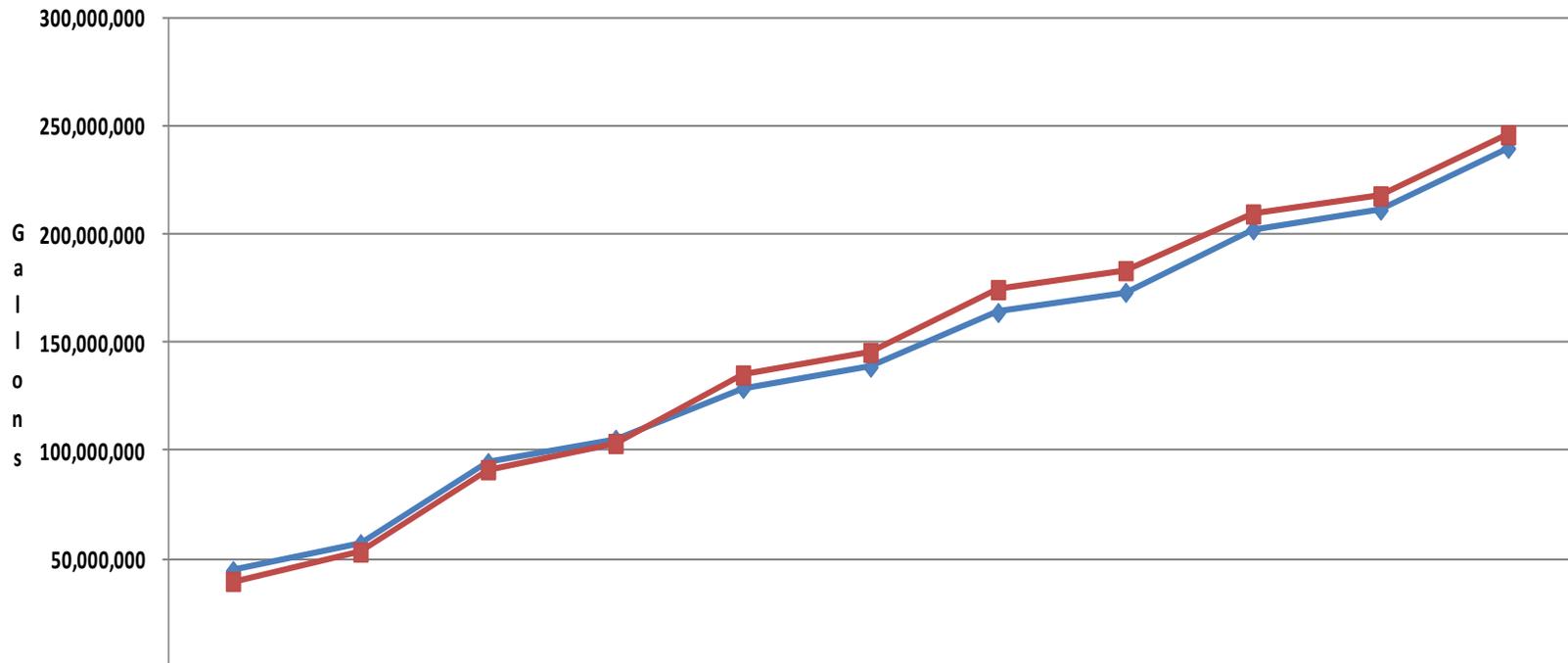


## May 2013 Sewer Charges Compared to Pro-Rated Budget- Cumulative



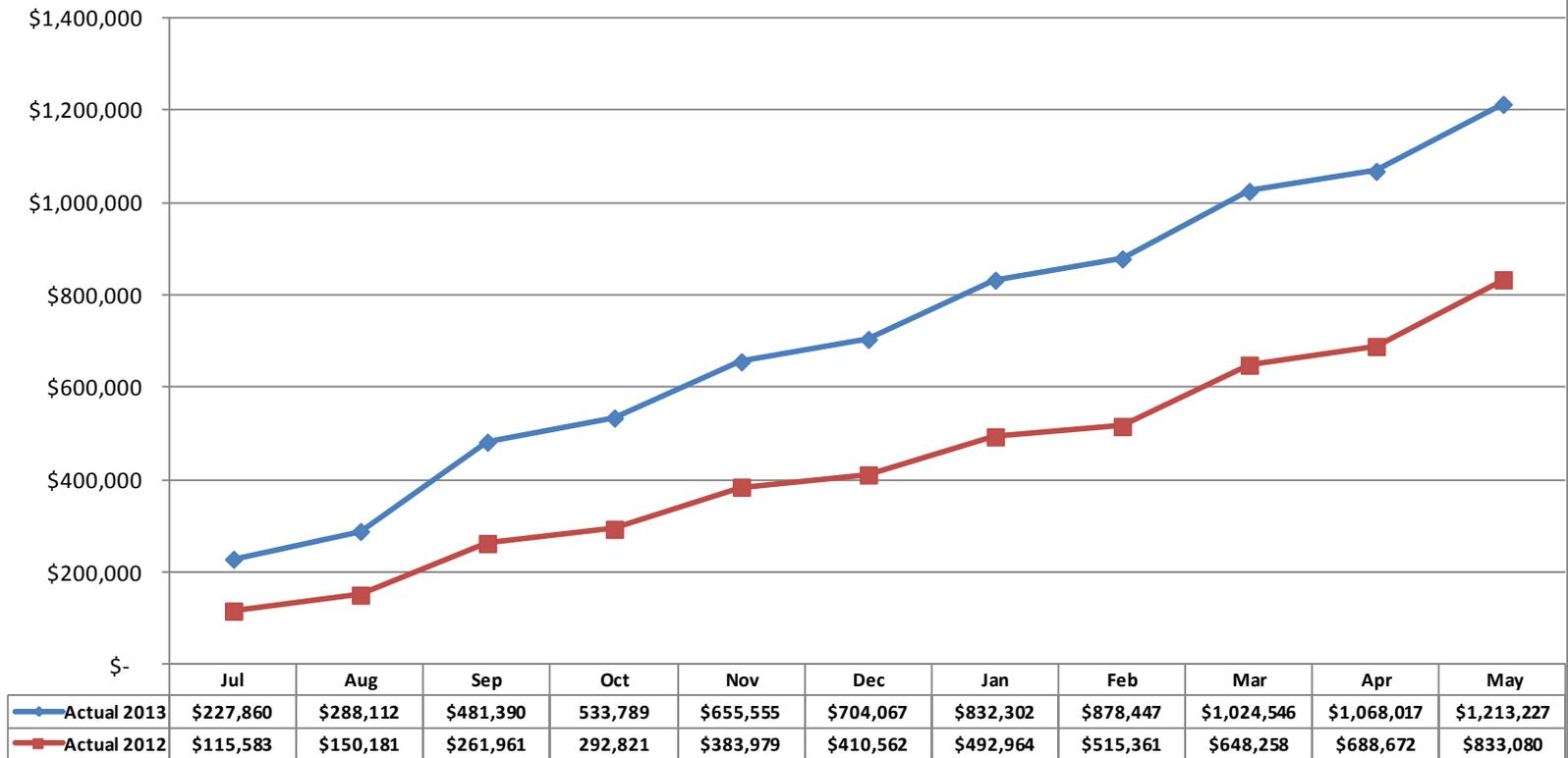
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Actual	\$118,797	\$157,727	\$250,727	\$285,025	\$341,149	\$372,882	\$441,445	\$471,585	\$553,055	\$580,733	\$658,298
Pro-rated budget	\$90,784	\$129,849	\$215,539	\$251,013	\$326,687	\$356,417	\$428,607	\$455,339	\$537,133	\$566,466	\$650,809

## May 2013 YTD Water Consumption Compared to 2012-Cumulative

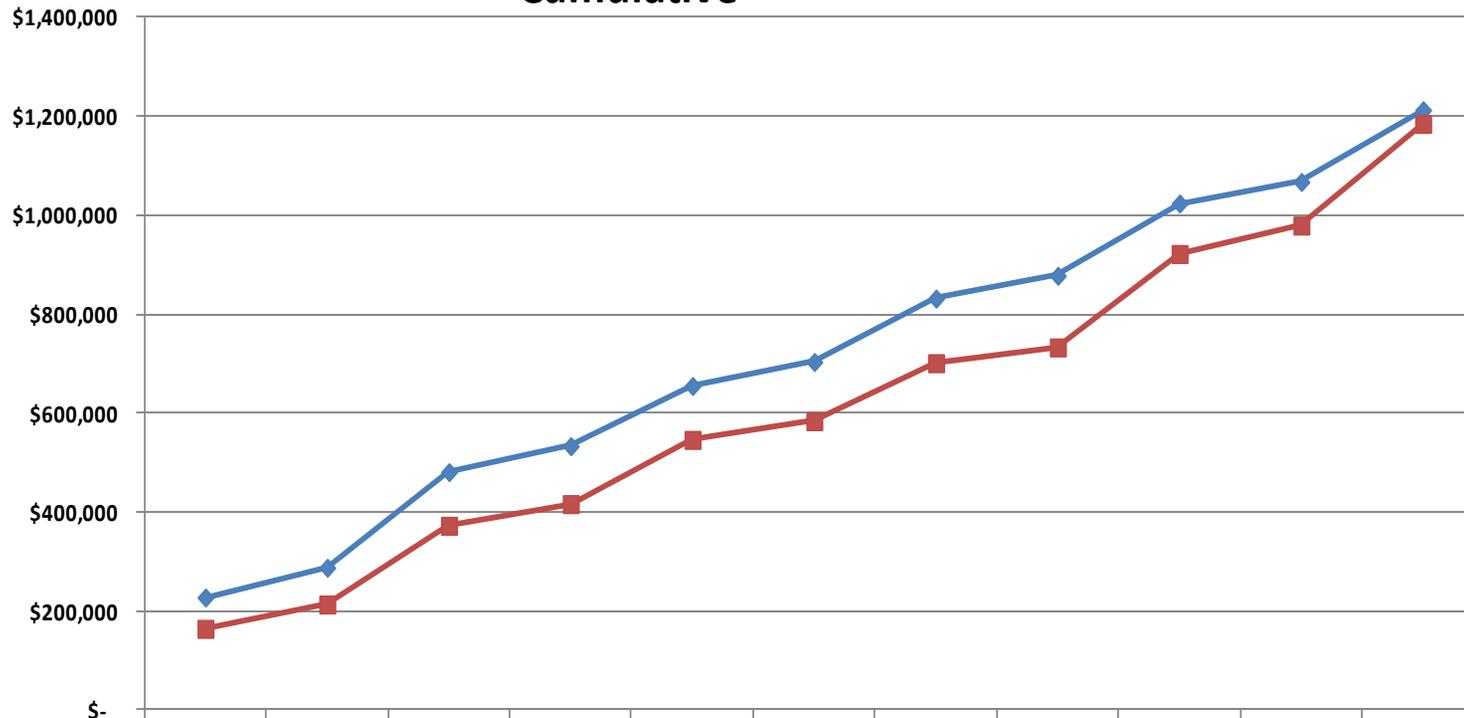


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Actual 2013	44,653,181	57,074,240	94,602,553	105,404,177	128,910,557	138,750,710	164,001,884	173,330,652	202,238,523	211,359,247	239,897,757
Actual 2012	39,688,782	53,256,900	91,356,629	103,459,078	135,117,221	145,533,600	174,583,031	183,366,490	209,554,614	217,888,180	246,182,751

## May 2013 YTD Water Charges Compared to 2012-Cumulative

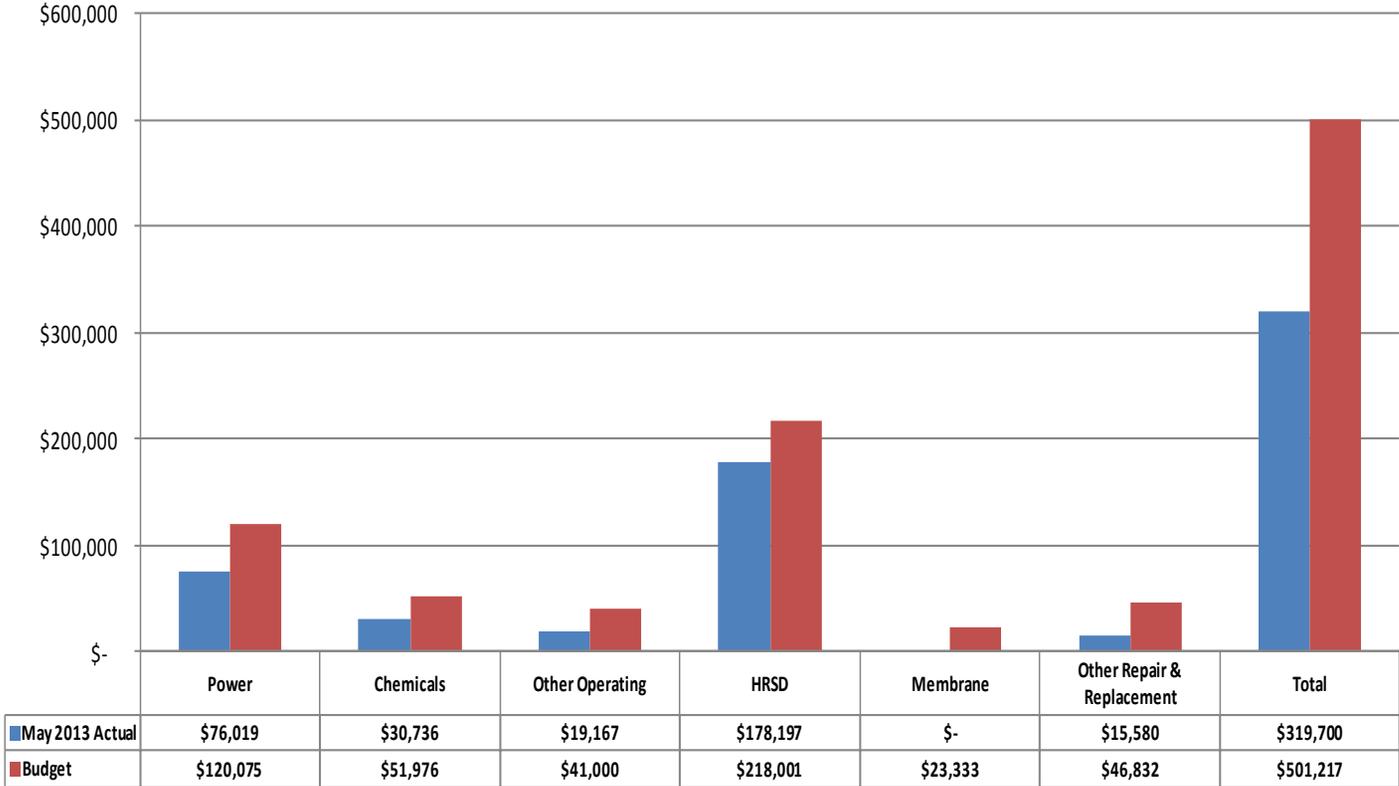


## May 2013 YTD Water Charges Compared to Pro-Rated Budget- Cumulative

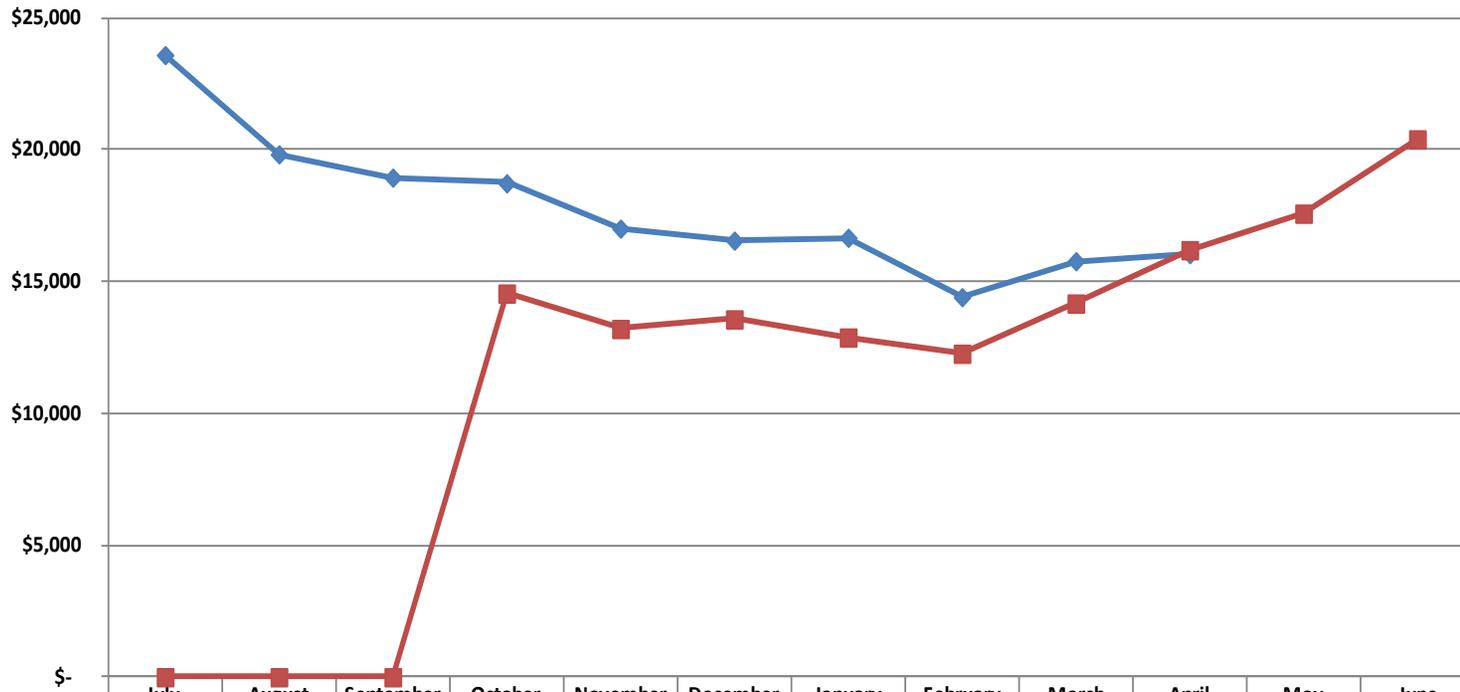


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Actual	\$227,860	\$288,112	\$481,390	533,789	\$655,555	\$704,067	\$832,302	\$878,447	\$1,024,546	\$1,068,017	\$1,213,227
Pro-rated budget	\$164,518	\$213,764	\$372,870	416,796	\$546,547	\$584,384	\$701,673	\$733,553	\$922,454	\$979,979	\$1,185,491

### May 2013 YTD RO Expenses by Category



## HRSD EXPENSES FOR RO PLANT FY2013 AND FY2012



	July	August	September	October	November	December	January	February	March	April	May	June
<span style="color: blue;">◆</span> FY 2013	\$23,596	\$19,829	\$18,947	\$18,732	\$17,014	\$16,558	\$16,665	\$14,415	\$15,778	\$16,045		
<span style="color: red;">■</span> FY 2012	\$-	\$-	\$-	\$14,550	\$13,207	\$13,571	\$12,883	\$12,268	\$14,173	\$16,196	\$17,580	\$20,399

<b>CASH BALANCES AS OF MAY 2013</b>					
			Current Month	Year end	
ACCOUNT NAME	BANK NAME	ACCOUNT	INTERCO.	Interco.	ADJUSTED
		BALANCE	Balances	Balances	BALANCES
<b>Water</b>	Farmers Bank	804,705.26	(373,132.70)	(205,048.58)	226,523.98
<b>Water-Debt Service</b>	Farmers Bank	1,279,149.86	29,273.70		1,308,423.56
<b>Water Capital Escrow (availability fees)</b>	TowneBank	270,031.96	8,160.00		278,191.96
<b>Water Treatment Plant Escrow</b>	TowneBank	111,122.61	-		111,122.61
<b>Water Development Escrow</b>	TowneBank	76,731.02	-	-	76,731.02
<b>Subtotal Water</b>		<b>2,541,740.71</b>	<b>(335,699.00)</b>	<b>(205,048.58)</b>	<b>2,000,993.13</b>
<b>Sewer</b>	Farmers Bank	274,669.95	(76,839.14)	(325,174.54)	(127,343.73)
<b>Sewer Development Escrow</b>	TowneBank	329,022.90	-		329,022.90
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	794,881.34	12,360.00		807,241.34
<b>Sewer Compliance</b>	Farmers Bank	230,258.48	35,387.44		265,645.92
<b>Subtotal Sewer</b>		<b>1,628,832.67</b>	<b>(29,091.70)</b>	<b>(325,174.54)</b>	<b>1,274,566.43</b>
<b>Highway</b>	Farmers Bank	56,850.87	(32,032.99)	-	24,817.88
<b>General Fund</b>	Farmers Bank	1,805,654.98	272,297.69	530,223.12	2,608,175.79
<b>Payroll</b>	Farmers Bank	51,847.58			51,847.58
<b>Money Market-General Fund</b>	TowneBank	2,175.51			2,175.51
<b>Business Super Now-General Fund</b>	Farmers Bank	32,976.65	-		32,976.65
<b>Money Market-General Fund</b>	Farmers Bank	287,862.38			287,862.38
<b>General Fund Capital Escrow Account</b>	TowneBank	213,607.71	-		213,607.71
<b>Certificate of Deposit</b>	Farmers Bank	525,635.03	-		525,635.03
<b>Certificate of Deposit-Police Dept</b>	Farmers Bank	36,523.66			36,523.66
<b>Special Project Account (Pinewood)</b>	Farmers Bank	19,900.06	124,526.00	-	144,426.06
<b>Pinewood Heights Escrow</b>	Farmers Bank	30,025.12			30,025.12
<b>S. Church Street Account</b>	TowneBank	42,633.74	-		42,633.74
<b>Subtotal General Fund</b>		<b>3,048,842.42</b>	<b>396,823.69</b>	<b>530,223.12</b>	<b>3,975,889.23</b>
<b>Beautification Fund</b>	Farmers Bank	7,821.59			7,821.59
<b>Money Market-Beautification</b>	Farmers Bank	61,113.68			61,113.68
<b>Subtotal Beautification</b>		<b>68,935.27</b>			<b>68,935.27</b>
<b>TOTAL ALL FUNDS</b>		<b>7,345,201.94</b>	<b>0.00</b>	<b>-</b>	<b>7,345,201.94</b>



# The Blair Bros., Inc.

P.O. Box 5413  
Suffolk, VA 23435  
(757) 538-1696 Fax: (757) 538-0714  
www.blairbros.com  
SWaM Cert #: 664748

# Invoice

Terms	P.O. No.	Date	Invoice #
NET 30 DAYS		6/7/2013	10672

Bill To:

Project:

Town of Smithfield  
P O Box 246  
Smithfield VA 23431

Lane Crescent

Item	Qty	Description	Rate	Amount
Contract		Work completed as per proposal number 10346	29,980.00	29,980.00
Contract		Asphalt adjustment, \$551.25 at time of bid, \$603.75 at time of installation	702.87	702.87
<p>VENDOR # _____</p> <p>ACCOUNT # _____</p> <p>DEPT HEAD <u>R.T.J.</u></p> <p>TOWN MANAGER <u>PLS</u></p>				

### THANK YOU FOR YOUR BUSINESS

All charges during the month are due and payable by the 10th of the following month or as per stated terms. A SERVICE CHARGE OF 2% PER MONTH will be added to account from invoice date on past due accounts. This is an annual percentage rate of 24%. The customer agrees to pay service charges and the cost of collection, including attorney's fees.

If prices and terms on invoice are not as agreed, or if any claim or damage or deficiency is to be made, please notify us at once, as no claim made at maturity will be allowed

**Invoice Total:** \$30,682.87





# The Blair Bros., Inc.

P.O. Box 5413  
Suffolk, VA 23435  
(757) 538-1696 Fax: (757) 538-0714  
www.blairbros.com  
SWaM Cert #: 664748

# Invoice

Terms	P.O. No.	Date	Invoice #
NET 30 DAYS		6/7/2013	10673

Bill To:

Town of Smithfield  
P O Box 246  
Smithfield VA 23431

Project:

Ledford Lane

Item	Qty	Description	Rate	Amount
Contract		Work completed as per proposal number 10372	46,343.00	46,343.00
Contract		Asphalt adjustment, \$551.25 at time of bid, \$603.75 at time of installation	933.55	933.55

**THANK YOU FOR YOUR BUSINESS**

**Invoice Total:** \$47,276.55

All charges during the month are due and payable by the 10th of the following month or as per stated terms. A SERVICE CHARGE OF 2% PER MONTH will be added to account from invoice date on past due accounts. This is an annual percentage rate of 24%. The customer agrees to pay service charges and the cost of collection, including attorney's fees

If prices and terms on invoice are not as agreed, or if any claim or damage or deficiency is to be made, please notify us at once, as no claim made at maturity will be allowed

We Accept



Convenience fee added



11076 WARWICK BOULEVARD  
P.O. BOX 1548  
NEWPORT NEWS, VIRGINIA 23601-0548  
(757) 585-2211

February 11, 2013

(1) 2013 Ford F-350 Pick-up w/body delete.  
as per attached specifications.

\$30,809.00

-7600.00

(Less State Concession)

\$23,209.00

Thanks,

Don Mitchell  
Fleet Sales Manager

1/2 SW 1/2 WA

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

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

DEPT HEAD James Smith

TOWN MANAGER AMS

T.C. Adopted  
3-5-13

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning May 1, 2013 to May 31, 2013*

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/SSO General Rehabilitation Plan</i> (HR04103-60RI)  Plan Development					
	Lump Sum	65.28%	\$114,240.00	\$109,672.50	\$4,567.50
<i>Consent Order / Capacity Assessment</i> (HR04103-66RI)  Level of Service Determination					
	Lump Sum	85.43%	\$29,900.50	\$23,527.00	\$6,373.50
<i>Consent Order / Additional Locallty-HRSD Coordination</i> (HR04103-67RI)  Locality/HRSD Coordination					
	Lump Sum	65.20%	\$52,160.00	\$46,768.00	\$5,392.00
				<b>TOTALS</b>	<b>\$16,333.00</b>

VENDOR # \_\_\_\_\_  
ACCOUNT # 004-42070-7017  
DEPT HEAD [Signature]  
TOWN MANAGER [Signature]



**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning May 1, 2013 to May 31, 2013*

<i>GENERAL REVIEW SERVICES (HR04103-60RI)</i> Consent Order / SSO Rehabilitation Plan	<b>Billing Period</b> (2013)	<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	May	Lump Sum	\$175,000.00	65.28%	\$114,240.00	\$109,672.50	\$4,567.50
Project Totals			\$175,000.00	65.28%	\$114,240.00	\$109,672.50	\$4,567.50

*TOTAL = \$4,567.50*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning May 1, 2013 to May 31, 2013*

<i>GENERAL REVIEW SERVICES (HR04103-66RI)</i> Consent Order / Capacity Assessment	<b>Billing Period</b> (2013)	<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>							
Level of Service Determination	May	Lump Sum	\$35,000.00	85.43%	\$29,900.50	\$23,527.00	\$6,373.50
Project Totals			\$35,000.00	85.43%	\$29,900.50	\$23,527.00	\$6,373.50

*TOTAL = \$6,373.50*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**  
*Project Billing For Period Beginning May 1, 2013 to May 31, 2013*

<i>GENERAL REVIEW SERVICES (HR04103-67RI)</i> Consent Order / Additional Locality-HRSD Coordination	<b>Billing Period</b> (2013)	<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>							
Locality - HRSD Coordination	May	Lump Sum	\$80,000.00	65.20%	\$52,160.00	\$46,768.00	\$5,392.00
Project Totals			\$80,000.00	65.20%	\$52,160.00	\$46,768.00	\$5,392.00

*TOTAL = \$5,392.00*



# Draper Aden Associates

Engineering • Surveying • Environmental Services

## Progress Report

---

**To:** Ms. Sonja Eubank  
**Company:** Town of Smithfield  
**From:** Andy Snyder  
**Project Name:** Annual Engineering Services Contract – May 2013 Invoices  
**Project Number:** HR04103-60RI, HR04103-66RI, HR04103-67RI  
**Date:** June 14, 2012  
**cc:** Bill Hopkins, Scott Schiller

---

### Recent Activities:

1. HR04103-60RI – Continued development of sections of the rehabilitation plan in anticipation of the upcoming completion of the Regionalization Consolidation Study. Sections under development are related to rehabilitation techniques, prioritization methods and I/I reduction estimates.
2. HR04103-66RI – Continued second capacity assessment evaluation based on May 2012 and recent 2013 data provided by HRSD.
3. HR04103-67RI – Attended a capacity team meeting and assisted the Town with general regional coordination efforts pertaining to the Consent Order process.

### Upcoming Tasks:

1. HR04103-60RI – Continue development of the rehabilitation plan in preparation for the results of the Regional Consolidation Study expected this summer.
2. HR04103-66RI – Continue second capacity assessment evaluation and assist the Town as necessary with requests pertaining to previous and upcoming capacity assessments. Coordinate with the region as necessary with regard to level of service determination.
3. HR04103-67RI – Attend upcoming capacity team meetings and assist the Town with general regional coordination efforts.

### Scope Changes:

1. N/A

### Budget Status/Percent Complete

1. HR04103-60RI – 65.28%
2. HR04103-66RI – 85.43%
3. HR04103-67RI – 65.20%

### Schedule Status/Deliverable Status

1. HR04103-60RI – On schedule based on VDEQ deadlines.
2. HR04103-66RI – On schedule based on VDEQ deadlines.
3. HR04103-67RI – On schedule based on VDEQ deadlines.

Ms. Sonja Eubank

June 14, 2013

Page 2

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

1. None

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

1. None

Isle of Wight, Virginia  
General Obligation Capital Improvement Bonds, Series 2008

33.19%

	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal	Interest	Total
07/01/2009	-		56,665.10	56,665.10	-	-	18,807.15	18,807.15
01/01/2010	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
06/30/2010	-		-	-	108,971.35	-	-	-
07/01/2010	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
01/01/2011	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
06/30/2011	-		-	-	104,612.50	-	-	-
07/01/2011	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
01/01/2012	-		52,306.25	52,306.25	-	-	17,360.44	17,360.44
06/30/2012	-		-	-	104,612.50	-	-	-
07/01/2012	55,000.00	4.00%	52,306.25	107,306.25	-	18,254.50	17,360.44	35,614.94
01/01/2013	-		51,206.25	51,206.25	-	-	16,995.35	16,995.35
06/30/2013	-		-	-	158,512.50	-	-	-
07/01/2013	60,000.00	4.00%	51,206.25	111,206.25	-	19,914.00	16,995.35	36,909.35
01/01/2014	-		50,006.25	50,006.25	-	-	16,597.07	16,597.07
06/30/2014	-		-	-	161,212.50	-	-	-
07/01/2014	60,000.00	4.00%	50,006.25	110,006.25	-	19,914.00	16,597.07	36,511.07
01/01/2015	-		48,806.25	48,806.25	-	-	16,198.79	16,198.79
06/30/2015	-		-	-	158,812.50	-	-	-
07/01/2015	65,000.00	4.25%	48,806.25	113,806.25	-	21,573.50	16,198.79	37,772.29
01/01/2016	-		47,425.00	47,425.00	-	-	15,740.36	15,740.36
06/30/2016	-		-	-	161,231.25	-	-	-
07/01/2016	65,000.00	4.25%	47,425.00	112,425.00	-	21,573.50	15,740.36	37,313.86
01/01/2017	-		46,043.75	46,043.75	-	-	15,281.92	15,281.92
06/30/2017	-		-	-	158,468.75	-	-	-
07/01/2017	70,000.00	5.00%	46,043.75	116,043.75	-	23,233.00	15,281.92	38,514.92
01/01/2018	-		44,293.75	44,293.75	-	-	14,701.10	14,701.10
06/30/2018	-		-	-	160,337.50	-	-	-
07/01/2018	75,000.00	5.50%	44,293.75	119,293.75	-	24,892.50	14,701.10	39,593.60

Interest Until Call Date
Total Interest over 20 years
Total Principal Purchase Price Cost
Total Purchase Allocation %
Total Cost to the County to the Call Date
Total Cost to the County over 20 years

due 12/12

01/01/2019	-		42,231.25	42,231.25	-	-	14,016.55	14,016.55
06/30/2019	-		-	-	161,525.00	-	-	-
07/01/2019	80,000.00	5.50%	42,231.25	122,231.25	-	26,552.00	14,016.55	40,568.55
01/01/2020	-		40,031.25	40,031.25	-	-	13,286.37	13,286.37
06/30/2020	-		-	-	162,262.50	-	-	-
07/01/2020	85,000.00	5.50%	40,031.25	125,031.25	-	28,211.50	13,286.37	41,497.87
01/01/2021	-		37,693.75	37,693.75	-	-	12,510.56	12,510.56
06/30/2021	-		-	-	162,725.00	-	-	-
07/01/2021	90,000.00	5.50%	37,693.75	127,693.75	-	29,871.00	12,510.56	42,381.56
01/01/2022	-		35,218.75	35,218.75	-	-	11,689.10	11,689.10
06/30/2022	-		-	-	162,912.50	-	-	-
07/01/2022	95,000.00	5.25%	35,218.75	130,218.75	-	31,530.50	11,689.10	43,219.60
01/01/2023	-		32,725.00	32,725.00	-	-	10,861.43	10,861.43
06/30/2023	-		-	-	162,943.75	-	-	-
07/01/2023	100,000.00	5.38%	32,725.00	132,725.00	-	33,190.00	10,861.43	44,051.43
01/01/2024	-		30,037.50	30,037.50	-	-	9,969.45	9,969.45
06/30/2024	-		-	-	162,762.50	-	-	-
07/01/2024	105,000.00	6.00%	30,037.50	135,037.50	-	34,849.50	9,969.45	44,818.95
01/01/2025	-		26,887.50	26,887.50	-	-	8,923.96	8,923.96
06/30/2025	-		-	-	161,925.00	-	-	-
07/01/2025	110,000.00	6.00%	26,887.50	136,887.50	-	36,509.00	8,923.96	45,432.96
01/01/2026	-		23,587.50	23,587.50	-	-	7,828.69	7,828.69
06/30/2026	-		-	-	160,475.00	-	-	-
07/01/2026	115,000.00	6.00%	23,587.50	138,587.50	-	38,168.50	7,828.69	45,997.19
01/01/2027	-		20,137.50	20,137.50	-	-	6,683.64	6,683.64
06/30/2027	-		-	-	158,725.00	-	-	-
07/01/2027	125,000.00	6.00%	20,137.50	145,137.50	-	41,487.50	6,683.64	48,171.14
01/01/2028	-		16,387.50	16,387.50	-	-	5,439.01	5,439.01
06/30/2028	-		-	-	161,525.00	-	-	-
07/01/2028	130,000.00	5.75%	16,387.50	146,387.50	-	43,147.00	5,439.01	48,586.01
01/01/2029	-		12,650.00	12,650.00	-	-	4,198.54	4,198.54
06/30/2029	-		-	-	159,037.50	-	-	-
07/01/2029	140,000.00	5.75%	12,650.00	152,650.00	-	46,466.00	4,198.54	50,664.54
01/01/2030	-		8,625.00	8,625.00	-	-	2,862.64	2,862.64

06/30/2030	-		-	-	161,275.00	-	-	-
07/01/2030	145,000.00	5.75%	8,625.00	153,625.00	-	48,125.50	2,862.64	50,988.14
01/01/2031	-		4,456.25	4,456.25	-	-	1,479.03	1,479.03
06/30/2031	-		-	-	158,081.25	-	-	-
07/01/2031	155,000.00	5.75%	4,456.25	159,456.25	-	51,444.50	1,479.03	52,923.53
06/30/2032	-		-	-	159,456.25	-	-	-
	1,925,000.00		1,607,402.60	3,532,402.60	3,532,402.60	638,907.50	533,496.92	1,172,404.42

Sales contract requires the Town to make its payment at least 5 days before the payment schedule due date; therefore Jan 1 payment is paid at the end of December.

328,016
533,497
1,925,000
-
328,016
533,497

DEPARTMENT	POSITION TITLE	FLSA STATUS	PAY GRADE	SALARY RANGE
<b>Town Manager</b>	Office Aide (PT)	Non-Exempt	6	\$24,249 - \$30,918 - \$37,586
	Records Management Assistant (FT and PT)	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Office Manager	Non-Exempt	12	\$32,496 - \$41,433 - \$50,369
	IT Network Administrator	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Town Manager	Exempt	31	\$82,117 - \$104,699 - \$127,281
<b>Treasurer</b>	Clerical Assistant (Tax) (PT and FT)	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Clerical Assistant (Accounts Payable)	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Clerical Assistant (Water/Sewer)	Non-Exempt	9	\$28,072 - \$35,791 - \$43,511
	Bookkeeper	Non-Exempt	10	\$29,475 - \$37,581 - \$45,687
	Payroll/Benefits Clerk	Non-Exempt	10	\$29,475 - \$37,581 - \$45,687
	Financial Analyst	Non-Exempt	19	\$45,726 - \$58,300 - \$70,875
	Deputy Treasurer	Non-Exempt	20	\$48,012 - \$61,215 - \$74,419
Treasurer	Exempt	27	\$67,558 - \$86,136 - \$104,715	
<b>Planning,</b>	Laborer (FT and PT)	Non-Exempt	4	\$21,995 - \$28,043 - \$34,092
<b>Engineering, &amp;</b>	Grounds Maintenance Specialist	Non-Exempt	6	\$24,249 - \$30,918 - \$37,586
<b>Public Works</b>	Maintenance Helper	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Receptionist/Secretary	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Crew Leader	Non-Exempt	8	\$26,735 - \$34,087 - \$41,439
	Maintenance Technician	Non-Exempt	9	\$28,072 - \$35,791 - \$43,511
	Waterworks Operator Trainee	Non-Exempt	9	\$28,072 - \$35,791 - \$43,511
	Planning Technician	Non-Exempt	10	\$29,475 - \$37,581 - \$45,687
	Maintenance Technician / Waterworks Operator - Level 2	Non-Exempt	11	\$30,949 - \$39,460 - \$47,971
	Senior Maintenance Technician / Mechanic	Non-Exempt	11	\$30,949 - \$39,460 - \$47,971
	Senior Maintenance Tech. (Fog Inspector)	Non-Exempt	11	\$30,949 - \$39,460 - \$47,971
	Office Manager	Non-Exempt	12	\$32,496 - \$41,433 - \$50,369
	Waterworks Operator Level 1	Non-Exempt	13	\$34,121 - \$43,505 - \$52,888
	Specialist	Non-Exempt	13	\$34,121 - \$43,505 - \$52,888
	Maint. Supervisor / Waterworks Lead Operator	Non-Exempt	15	\$37,619 - \$47,964 - \$58,309
	Public Facilities Inspector / Asst Maintenance Supervisor	Non-Exempt	15	\$37,619 - \$47,964 - \$58,309
	Senior Maintenance Supervisor	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Waterworks Plant Manager	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Assistant Superintendent	Non-Exempt	18	\$43,548 - \$55,524 - \$67,500
	Planner/GIS Coordinator	Non-Exempt	18	\$43,548 - \$55,524 - \$67,500
	Engineer	Exempt	19	\$45,726 - \$58,300 - \$70,875
	Superintendent	Exempt	20	\$48,012 - \$61,215 - \$74,419
	Director	Exempt	27	\$67,558 - \$86,136 - \$104,715
<b>Police</b>	Receptionist/Secretary	Non-Exempt	7	\$25,462 - \$32,464 - \$39,466
	Administrative Assistant	Non-Exempt	9	\$28,072 - \$35,791 - \$43,511
	Office Manager	Non-Exempt	12	\$32,496 - \$41,433 - \$50,369
	Patrol Officer	Non-Exempt	13	\$34,121 - \$43,505 - \$52,888
	Sergeant (Administrative) / Crime Prevention Specialist	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Sergeant (Patrol)	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Sergeant (Investigations)	Non-Exempt	17	\$41,475 - \$52,880 - \$64,286
	Lieutenant (Patrol)	Non-Exempt	20	\$48,012 - \$61,215 - \$74,419
	Lieutenant (Investigations)	Non-Exempt	20	\$48,012 - \$61,215 - \$74,419
	Deputy Chief	Exempt	24	\$58,359 - \$74,408 - \$90,456
Chief	Exempt	28	\$70,936 - \$90,443 - \$109,950	
<b>Conference Center</b>	Event Assistant (PT)	Non-Exempt	3	\$20,948 - \$26,708 - \$32,469
	Assistant Facility Coordinator (PT)	Non-Exempt	4	\$21,995 - \$28,043 - \$34,092
	Clerical Assistant	Non-Exempt	8	\$26,735 - \$34,087 - \$41,439
	Event Coordinator (PT)	Non-Exempt	9	\$28,072 - \$35,791 - \$43,511
	Facility Coordinator	Non-Exempt	11	\$30,949 - \$39,460 - \$47,971
	Director	Exempt	20	\$48,012 - \$61,215 - \$74,419
<b>Janitorial</b>	Janitor	Non-Exempt	2	\$19,950 - \$25,436 - \$30,923
				REVISED JUNE 2013

TOWN OF SMITHFIELD, VIRGINIA  
PERSONNEL POLICIES MANUAL

**COMPENSATORY TIME**

POLICY NUMBER: 4.8

EFFECTIVE: 7/1/97

REVISED: 7/1/03, 5/3/11,  
6/24/2013

**OVERVIEW:** It is the intent of the Town to monetarily compensate non-exempt employees for time worked. Compensatory time taken must have supervisor approval and cannot impose an undue hardship on the department operations.

**SCOPE:** This policy applies to all employees.

**PROVISIONS:**

A. Earning Compensatory Time:

Compensatory time is earned when an employee is required to work unscheduled hours during times which he/she would normally be off.

B. Nonexempt employees:

Compensatory time is earned on an hour for hour basis equal to the unscheduled hours worked when less than 40 hours.

When a nonexempt employee works over 40 hours in a workweek, he/she must be compensated at a rate of one and half times their regular rate. Compensatory time off in lieu of payment for overtime cannot be a mandatory requirement; it must be agreed upon by the non-exempt employee. The employee must request it as overtime pay during the same pay period when it is earned. ~~Otherwise, the employee must use all accrued compensatory time before July 1<sup>st</sup> of each year or forfeit it. No cash outs will be allowed at the end of the fiscal year.~~ Straight time compensatory leave cannot be applied to any hours worked over 40.

Use of compensatory time off must be approved by your immediate supervisor and must be taken prior to using vacation leave or sick leave. Unused compensatory time will carry over from one fiscal year to the next. Compensatory hours may not exceed 80 hours. Beyond 80 hours, all overtime worked will be paid as wages at the rate of one-and-one half the employee's normal hourly rate, until such time as the compensatory hours available are reduced below 80 hours. Employees will receive full payment

for accrued compensatory leave upon separation from the entity. All compensatory time shall be in accordance with state and federal requirements. Payments of compensatory time upon termination of employment shall be in accordance with state and federal requirements.

C. Exempt Employees:

On a pre-approved basis, exempt employees may be granted hour for hour compensatory leave to compensate for work performed on a holiday, scheduled day off, or other unusual circumstances.

D. Approving Authority:

The Town Manager and department supervisors have authority to approve compensatory time off.



**Board of Directors**

June 3, 2013

**David Stoepker**  
**Chairman**

William T. Hopkins III  
Director Planning, Engineering & Public Works  
Town of Smithfield  
310 Institute Street  
Smithfield, VA 23431

**Harrison Barns**  
**Vice Chairman**

**George Covington**  
**Finance**

Re: Villas of Smithfield Condominium Association

**Stephen Amy**  
**Secretary**

Dear Mr. Hopkins:

**Ron Harvey**  
**Member At Large**

On behalf of the Villas of Smithfield Condominium Association (Villas), we are interested in transferring our two private roads, Villa Drive and Ginger Loop, to the ownership of the Town of Smithfield, thus becoming public roads. We further understand both roads were constructed and approved in accordance with the Virginia Department of Transportation specifications for public roadways.

**Management Company**

**Andleton Management**  
**Howard Andleton, Pres.**  
**12725 McManus Blvd.**  
**Suite 2-H**  
**Newport News, VA 23602**

The Board is in unfamiliar territory with this request and based on our research, your department is the authority to move this request forward securing the appropriate approvals and ultimately the ownership transfer to the Town of Smithfield. The Association's representative is George Covington in this matter.

The Villas appreciate your consideration of our request and working with Mr. Covington.

Respectfully,

David L. Stoepker  
Chairman

Cc: George Covington, Harrison Barns

DATE JUNE 24, 2013

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER COMMITTEE

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

SUBJECT UNDERGROUND UTILITY CONTRACT

Each year the town engages the services of an underground utility contractor for scheduled and emergency repairs/replacement to sanitary sewer and water systems over 6 feet deep. The town does not own the equipment required to perform this type of work. The town had a contract with Lewis Construction for the 2012/2013 fiscal year and the town reserves the right to renew the contract for one additional year. The current contract will expire July 2013.

The underground utility contract includes the following type of work:

- Provide labor and equipment for scheduled and emergency repairs/replacement to the sanitary sewer and water systems
- Provide repairs for utilities ranging from 6ft.-25ft. in depth
- Must be able to respond within one hour of emergencies
- Residents will be contacted prior to any scheduled work done in their area

Staff has been pleased with the work Lewis Construction has performed and recommends that this contract be renewed for an additional year. There will be no changes in contract terms or prices.

**MONTHLY PROGRESS REPORT FOR JUNE 2013**

Locality: Town of Smithfield Contract #: 11-10 MY1  
Project Name: Pinewood Heights Phase II Contract Completion Date: 03/20/2014

Prepared by: Michael Paul Dodson, CFM  
Date: 06/15/2013

**FINANCIALS**

CDBG Contract Amount: \$624,720 Leverage Amount: \$826,755  
CDBG Amount Expended: \$124,526 Leverage Amount Expended: \$149,763

**CUMLATIVE CONSTRUCTION PROGRESS**  
{INSERT PROJECT SPECIFIC PRODUCTS HERE}

**ADMINISTRATIVE ACTIVITY**

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

**When was the last Management Team meeting?** 01/08/2013 (03/12/2013 cancelled) Next meeting? 07/09/2013

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

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

**Status:** The demolition of 41/42 Carver has started and the work should be completed by the end of June. Offers for the purchase of 44/45 Carver Street have been accepted by the owners and relocation activities are in full force at this time. The relocation of Coston family (45 Carver) has seen the official notification of benefits and the signing of a contract for a new home. The Coston should be in their new home in 90 days. The relocation option for the Elliot family (44 Carver) is still being pursued in order to find a comparable replacement home. Draft information notices for homes 46, 47, and 48 Carver Avenue are being prepared for mailing.

**Are problems anticipated?** None other than facilitating the acquisition and relocation of current and future owner-occupied households.

**Other comments:** None.

**Project Specific Products:**

**Owner-Occupied Acquisition** (Goal=6)

Owner Occupied Homes					
1) 41 Carver	2) 44 Carver	3) 45 Carver	4) 46 Carver	5) 47 Carver	6) 51 Carver
Preliminary Acquisition Letters Sent <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Appraisals Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Review Appraisals Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Offer to Purchase Letters Sent <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Offers Accepted <u>1</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			
Properties Closed On <u>1</u>					
1) 41 Carver					

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

Tenant Occupied Homes				
1) 42 Carver	2) 43 Carver	3) 48 Carver	4) 40 Carver	
Preliminary Acquisition Letters Sent <u>2</u>				
1) 42 Carver	2) 43 Carver	3) 48 Carver		
Appraisals Completed <u>2</u>				
1) 42 Carver	2) 43 Carver			
Review Appraisals Completed <u>2</u>				
1) 42 Carver	2) 43 Carver			
Offer to Purchase Letters Sent <u>2</u>				
1) 42 Carver	2) 43 Carver			
Offers Accepted <u>2</u>				
1) 42 Carver	2) 43 Carver			
Properties Closed On <u>2</u>				
1) 42 Carver	2) 43 Carver			

**Owner-Occupied Relocation** (Goal=6)

Owner Occupied Homes					
1) 41 Carver	2) 44 Carver	3) 45 Carver	4) 46 Carver	5) 47 Carver	6) 51 Carver
Household Surveys Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver	4) 46 Carver	5) 47 Carver	
Income Verifications Completed <u>3</u>					
1) 41 Carver	2) 44 Carver	3) 45 Carver			

Eligibility of Relocation Letters Sent 1

1) 41 Carver      2) 44 Carver      3) 45 Carver

Comparable Units Found and Inspected 1

1) 41 Carver      2) 44 Carver      3) 45 Carver

Households Relocated 1

1) 41 Carver

**Market-Rate, Renter-Occupied Relocation** (Goal=2)

Market-Rate Occupied Homes

1) 48 Carver      2) 40 Carver

Household Surveys Completed 0

Income Verifications Completed 0

Eligibility of Relocation Letters Sent 0

Comparable Units Found and Inspected 0

Households Relocated 0

**Section 8, Renter-Occupied Relocation** (Goal=2)

Section 8 Occupied Homes

1) 42 Carver      2) 43 Carver

Household Surveys Completed 2

1) 42 Carver      2) 43 Carver

Income Verifications Completed 2

1) 42 Carver      2) 43 Carver

Eligibility of Relocation Letters Sent 2

1) 42 Carver      2) 43 Carver

Comparable Units Found and Inspected 2

1) 42 Carver      2) 43 Carver

Households Relocated 2

1) 42 Carver      2) 43 Carver

**Demolition** (Goal=10)

Units to be Demolished

1) 40 Carver      2) 41 Carver      3) 42 Carver      4) 43 Carver      5) 44 Carver      6) 45 Carver

7) 46 Carver      8) 47 Carver      9) 48 Carver      10) 51 Carver

Units that have been Demolished 0

**DRAFT**

## IRREVOCABLE LICENSE AGREEMENT

(Subject to Termination)

This Irrevocable License Agreement subject to termination as set forth herein (“**Agreement**”) made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2013, by and between **THE TOWN OF SMITHFIELD**, a Virginia municipality whose address is P.O. Box 246, Smithfield, Virginia, 23431 (“**Smithfield**”), and **MARGARET CARROLL** whose address is 107 Main Street, Smithfield, Virginia, 23430 (“**Carroll**”).

### WITNESSETH

WHEREAS, Smithfield owns a certain parcel of land on Main Street in Smithfield, Virginia commonly referred to as PARCEL 101B (Tax Map 21A-01-101B) (the “Smithfield Property”); and

WHEREAS, the Smithfield Property is adjacent to land and improvements owned and operated by Carroll as a private restaurant (the “Carroll Property”); and

WHEREAS, a public restroom facility has been constructed on the Smithfield Property and will be accessible directly from the Carroll Property for use by Carroll’s customers and employees; and

WHEREAS, the parties desire to enter into an agreement whereby Carroll’s customers and employees, and those of any subsequent owner of the Carroll Property, will have a non-exclusive license to access the Smithfield Property through the Carroll Property (the “License”); and

WHEREAS, Carroll, on behalf of herself and the successors-in-interest to the Carroll Property, has agreed, as a condition of the License, that, for so long as the owner of the Carroll Property desires that License remain in effect, the owner of the Carroll Property shall remain responsible for certain cleaning and insurance obligations as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated into and made a part of the terms and conditions of this Agreement, and the mutual covenants recited hereinafter, it is agreed as follows:

### ARTICLE 1 NATURE OF LICENSE

1.1 **Parties’ Intent as to Nature of this Instrument.** Notwithstanding anything to the contrary contained herein, (a) by virtue of this Agreement, the parties intend to create a contractual relationship, and Smithfield may not revoke this Agreement or the License created hereby, except as permitted in Section \_\_\_ hereof, and (b) in the event that Smithfield denies

Carroll the right to occupy the Smithfield Property as permitted hereunder or otherwise breaches this Agreement, (i) Smithfield shall not have any right to enforce such possessory or other right by an injunction or order of specific performance, which remedies Smithfield hereby waives, but (ii) Smithfield shall have all other rights to contract damages for such breach, to the extent permitted by law.

1.2 **Grant.** Smithfield hereby conveys to Carroll, for the benefit of the Carroll Property, a license over and a contractual right to access, through the shared doorway, the Smithfield Property for Carroll Permittees' use of the public restrooms (the "Allowed Use"). As used herein, the term "Permittees" shall mean Carroll and her heirs, successors, assigns, grantees, and mortgagees, and their tenants, ground tenants, subtenants and all persons who now or hereafter own or hold any possessory interest within the Carroll Property, and the Carroll Property, agents, employees, customers, visitors, contractors, licensees and invitees of any them.

1.3 **Carroll's Rights.** The rights which Smithfield grants to Carroll hereunder shall constitute a mere license and shall not be construed as a sale, transfer, lease, profit, or other disposition of any interest in the Smithfield Property. Carroll's exercise of any rights hereunder is permissive only, and in no sense adverse to the title, ownership and possession of Smithfield. The rights herein granted are restricted solely to operation of the Smithfield Property as a public restroom facility.

## **ARTICLE 2 OPERATION UNDER THE LICENSE**

2.1 **Compliance.** Carroll shall employ commercially reasonable efforts to ensure that guests and any other persons on the Smithfield Property comply with all applicable federal, state and local laws and any other legal requirements now in effect or subsequently adopted during the term of this Agreement. Carroll will promptly report all violations of laws and regulations to the appropriate authorities and to Smithfield and will assist law enforcement officers when possible.

2.2 **Cleaning Obligations.** During the days and times of business operations on the Carroll Property, Carroll shall be responsible for the provision of any necessary cleaning services to the Smithfield Property. During all other times, Smithfield shall provide cleaning services consistent with typical Smithfield standards.

2.3 **Maintenance and Repair Obligations.** Smithfield shall be responsible for maintenance and repair of the structure, plumbing and other facilities on the Smithfield Property. Upon receipt of a report from Carroll of a problem or discrepancy with any of the aforementioned, Smithfield shall promptly respond to resolve the matter. The standard for maintenance and repair shall be consistent with other similar facilities controlled or owned by Smithfield.

2.4 **Security and Lighting Obligations.** Smithfield shall ensure that the Smithfield Property remains properly lighted at all times. To the extent the Smithfield Property will not be open to the public during certain periods, Smithfield shall be primarily responsible for locking

and unlocking the Smithfield Property, but the parties shall coordinate as necessary to ensure minimal impact on Carroll's business operations.

2.5 **Supply Obligations.** Smithfield shall bear the expense of all electrical and water serving the Smithfield Property and shall keep the Smithfield Property stocked with an adequate supply of paper and soap products, which are specific for use in the facility.

### **ARTICLE 3 LIABILITY AND INDEMNIFICATION**

3.1 **Limitation of Liability.** Neither party shall be liable to the other for any damage or destruction of property, or injury or death of persons, or any violation of law, resulting from the negligent activities of the other.

3.2 **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and such other Party's officers, directors, employees, agents and representatives, together with their successors and assigns (collectively, the "Indemnified Parties"), against any loss, liability, damage or claim (including reasonable attorneys' fees and other expenses) (a "Claim") that arises from or is related to (a) material breach of any representation, warranty, agreement or covenant contained in this Agreement by the Indemnifying Party or any of its officers, directors, employees, agents or representatives, and (b) the gross negligence or misconduct of the Indemnifying Party or any of its officers, directors, employees, agents or representatives; provided, however, that the Indemnifying Party shall not be liable under this Section 3.2 to any Indemnified Party to the extent that the Claim arises due to the negligence or misconduct of such Indemnified Party.

3.3 **Notification.** Carroll will notify Smithfield upon receipt of any oral or written notices, reports or claims made by or on behalf of any guest or others on the Property asserting personal injury or death or property damage occurring upon the Property from any cause. Copies of any written notices, reports or claims received by Carroll will be forwarded to Smithfield upon receipt by Carroll.

### **ARTICLE 4 INSURANCE**

4.1 Carroll shall procure and maintain, at her sole cost and expense, comprehensive general liability insurance with limits of liability of \$1,000,000 – each occurrence – bodily injury and property damage claims, \$2,000,000 aggregate, and premises medical payments of \$1,000 per person. The insurance policy shall include a waiver of subrogation provision and shall name Smithfield as an additional insured. Carroll shall provide annually, or at the request of Smithfield, evidence of such insurance.

4.2 Smithfield shall include Carroll as an additional insured under its comprehensive general liability insurance throughout the Term.

**ARTICLE 5  
TERM/TERMINATION**

5.1 **Term.** This Agreement shall remain in effect until terminated as provided herein.

5.2 **Termination.** This Agreement may be terminated by Carroll upon ninety (90) days prior written notice to Smithfield. The breach of this Agreement by Carroll, her successor or assigns shall not entitle Smithfield to cancel, rescind or otherwise terminate this Agreement, the License, or any conditions, covenants, or restrictions hereunder, however, Smithfield shall have all other remedies available at law for breach of this Agreement.

5.3 **Obligations of Parties Upon Termination.** Upon termination of this Agreement, Carroll shall permanently seal the access from the Carroll Property to the Smithfield Property, with the costs of such work to be divided evenly between Smithfield and Carroll. Additionally, all rights and obligations of the Parties hereto shall cease except for (a) the right of either Party to any amounts due and owing hereunder, and (b) the rights and obligations set forth in this Section and Section 3.2, all of which shall survive and remain in full force and effect indefinitely or in accordance with the terms thereof.

**ARTICLE 6  
GENERAL PROVISIONS**

6.1 **Assignment.** Neither party may assign any of its rights or interests under this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.2 **Non-waiver.** No failure of either party to exercise any power given hereunder or to insist upon strict performance of any provision of this Agreement and no custom or practice at variance with the terms hereof shall waive, effect, or diminish any right of such party thereafter to demand strict compliance with the terms hereof.

6.3 **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Virginia.

6.4 **Notices.** All notices under this agreement shall be served at or sent to each party at the following addresses (or to such other addresses as each party may designate in writing):

If to Smithfield:

\_\_\_\_\_

\_\_\_\_\_

Attention: Town Manager

If to Carroll:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.5 **Partial Invalidity.** If any of the provisions of this Agreement shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect.

6.6 **Entire Agreement.** This Agreement represents the entire understanding of the parties hereto with respect to the operation of the Property as a public restroom facility and supersedes all prior written or oral agreements, and shall not be modified except by a subsequent written agreement duly executed by or on behalf of the parties.

6.7 **Counterparts.** This Agreement may be executed in counterpart, each of which, when executed and delivered, shall be an original but all of which taken together shall constitute one and the same instrument, and either party hereto may execute any of such counterparts.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date and year first written above.

[Signature page follows]

MARGARET CARROLL

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THE TOWN OF SMITHFIELD

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

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

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