



May 16, 2014

TO: SMITHFIELD TOWN COUNCIL

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

**SUBJECT: MAY 2014 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD CENTER
LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, MAY 19TH, 2014

Approximately 4:00 P.M.

Police Members: Tynes (CH), Chapman, Gregory

- TAB # 1**
1. Public Comment
 2. Operational Updates
 3. Street Closure Request for the Mardi Gras Run 4 Beads Festival, Saturday, February 7th, 2015

Immediately following the conclusion of the above meeting:

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

- TAB # 2**
1. Public Comment
 2. Contract Renewal for Sanitary Sewer Rehabilitation with Tri-State Utilities for One Additional Year
- TAB # 3**
3. Contract Renewal for underground Utilities with Lewis Construction for One Additional Year

Immediately following the conclusion of the above meeting:

Finance Members: Pack (CH), Gregory, Cook

1. Public Comment
2. Contribution Request
 - a. The Genieve Shelter by James Gregory
 - b. Coast Guard Auxiliary by Peter Faleski
 - c. Luter Family YMCA by Kathy Peterson

- TAB # 4** 3. Friends of the Smithfield Library Request for Funding
- TAB # 5** 4. Isle of Wight County Museum Partnership Agreement
- 5. April Financial Statements and Graphs **(Forthcoming)**
- TAB # 6** 6. April Cash Balances
- TAB # 7** 7. Invoices over \$10,000 requiring Council Authorization:
 - a. Smithfield Volunteer Fire Department \$12,973.38
 - b. Beach Ford (Budgeted Public Works Truck) \$25,595.00
- TAB # 8** 8. VRS Contribution Rate Election
- 9. Continued Budget Discussion

TUESDAY, MAY 20TH, 2014

4:00 p.m. Parks and Recreation Members: Chapman (CH), Pack, Tynes

- TAB # 9** 1. Public Comment
- 2. Operational Update - Parks and Recreation Committee Report
- 3. Continued Discussion on Kayak Storage Shed & Rental Office

Immediately following the conclusion of the above meeting:

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

- TAB # 10** 1. Public Comments
- 2. Smithfield Center/ Little Theater Entrances
- 3. Stormwater Memorandum of Agreement (MOA) with Isle of Wight County

Immediately following the conclusion of the above meeting:

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

- TAB # 11** 1. Public Comment
- TAB # 12** 2. Riverview Campus by Rick Bodson of Smithfield 2020
- 3. Pinewood Heights Phase II Update
- 4. Kimley-Horn and Associates Proposal for Pinewood Heights Infrastructure Master Planning

***** Additional Item Not Listed on Committee but will be on Council's June 3rd Agenda*****

- Approval of May 6th Town Council Minutes
 - Appointment of Evaluation Committee for the four (4) appointed positions: Town Treasurer, Town Clerk, Town Attorney, and Town Manager
-



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

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

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

| Event Date (don't include setup dates here) | Times | Proposed Location |
|---|-----------------|---------------------------------|
| February 7, 2015 | 9:00 am-2:00 pm | Main Street/Windsor Castle Park |
| | | |
| | | |

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

Event Contacts

| | | | | | |
|------|-------------------|------------|--------------|-------|-----------------------|
| Name | Meredith Marchant | Cell Phone | 757-617-9758 | Email | mmarchant@theisle.org |
| Name | Andy Cripps | Cell Phone | 386-316-8348 | Email | acripps@aol.com |

| | | | |
|----------------------------|-------------------------------------|---|--|
| 1 st Time Event | <input checked="" type="checkbox"/> | Annual Event- how many times has event taken place? | |
|----------------------------|-------------------------------------|---|--|

| | |
|------------------------------------|--|
| Event Category | <input checked="" type="checkbox"/> Festival <input checked="" type="checkbox"/> Concert <input checked="" type="checkbox"/> Parade <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Race/Tour <input type="checkbox"/> Car Show |
| Average Ticket Price | \$25.00/runners – Free to the public |
| Expected Attendance | 300 |
| Largest Attendance Number and Year | n/a |
| Participants will be | <input type="checkbox"/> youth <input type="checkbox"/> adults <input checked="" type="checkbox"/> both |

Description/Purpose of Event

Mardi Gras Run 4 Beads Festival will kick off with a 1k, 5k and 10k fun run starting at Joyner's Field and will run through Windsor Castle Park. The run will finish on Main Street near the Smithfield Times with a family friendly Mardi Gras Festival open to the public. The festival will include exhibitors selling food, crafts and beer, as well as Jazz bands playing throughout the day on the Smithfield Times stage. Runners will check in at 9:00am with the festival starting at 10:00am and ending at 2:00pm.

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

| Date | Time | Notes |
|------------------|------------------|-----------|
| February 7, 2015 | 10:30am – 1:30pm | Beer Only |
| | | |



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

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

| Date | Time | Notes |
|------------------|----------------|---|
| February 7, 2015 | 10:30am-2:00pm | Jazz bands will take turns performing throughout the day. |
| February 7, 2015 | 9:30 & Noon | Announcements/Awards |

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

Event will only be cancelled for severe weather conditions. Rain Date?

Please check all that your event will include

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

| Item | Number | Sizes |
|---|--------|------------------------|
| <input checked="" type="checkbox"/> Tents | 35 | 10' x 10' |
| <input checked="" type="checkbox"/> Staging | 1 | Smithfield Times Stage |

Fireworks Allowing pets ? Providing Shuttle Service

Smithfield Town Services

Road Closures, Traffic Assistance, Windsor Castle Park Trail Closures

| Street Name or Park Area | Closure or Traffic Assist | Date Needed | Times Needed |
|--|---------------------------|------------------|---------------|
| Cedar Street | Traffic Assist | February 7, 2015 | 10:00am-Noon |
| Church Street | Traffic Assist | February 7, 2015 | 10:00am-Noon |
| Jericho Road | Traffic Assist | February 7, 2015 | 10:00am-Noon |
| Hill Street | Traffic Assist | February 7, 2015 | 10:00am-Noon |
| Windsor Castle Park Trails | | February 7, 2015 | 10:00am-Noon |
| Main Street (200 & 1/2 of the 300 block) | Closure | February 7, 2015 | 9:00am-3:00pm |

Smithfield Police Officer \$ 41 per officer per hour

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

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

- Public Works Staff sets all road closures for events that use town streets. Please budget for this cost if road closures are needed for your event.



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

- Public Works Staff is available for the above fee to collect and remove trash throughout your event. If you choose not to use Public Works staff you will be responsible for all trash collection and removal. If site is not left in same condition as it was found, you will be invoiced for the Public Works staff charge.

**Water Hookup is only available at certain sites. Please budget for buying water if needed.
Electrical Service is not available. Please budget for generator rentals if needed.**

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

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

List benefits of your event to the community

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

List Recipients of Proceeds

Proceeds from the Mardi Gras Run 4 Beads Festival will go toward the Chamber of Commerce's Student Leadership Institute.

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

| | | | |
|------------------------------------|--------------------------|-------------|----------|
| Event Organizer's Signature | <i>Meredith Marchant</i> | Date | 5/6/2014 |
| Print Name | Meredith Marchant | | |

Attach the following documents:

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

MARDI GRAS

Run 4 Beads Festival

February 7, 2015

10:00 am – 2:00pm

1K (0.62 miles) 5K (3.1 miles) 10K (6.2 miles)

Check-In: 9:00 am – 9:45 am

10K Run Begins: 10:00 am

5k Run Begins: 10:15 am

1k Run Begins: 10:30 am

Run for a Cause: Proceeds benefit the IOW Chamber of Commerce's Student Leadership Program

Start Race: Joyner's Field (Behind Tourism)

End Race: Main Street @ Smithfield Times

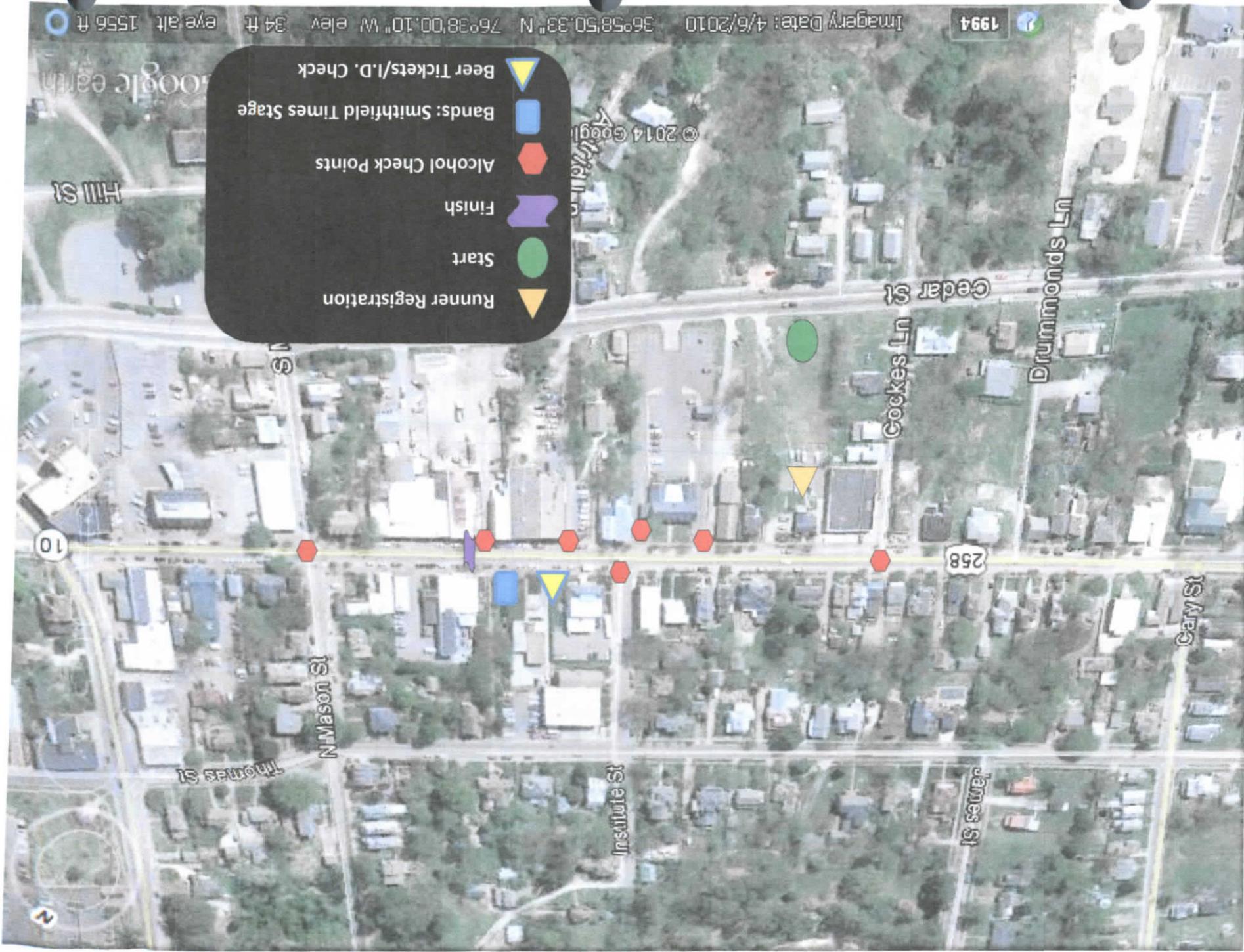
- **Runners**

- Pre-Registration
 - (10k) - \$30.00 each
 - (5k) - \$25.00 each
 - (1k) - \$15.00 each
- Regular Registration
 - (10k) - \$40.00 each
 - (5k) - \$35.00 each
 - (1k) - \$15.00 each
- Krewe Group - \$20.00 each (Groups on 10 or more, Pre-Registration Only)
- Set-up "Competitive Waves"
- Runner Awards/Rewards
 - Award Ceremony @ 12:00
 - Runners get beads at each milestone
 - Goody Bags
 - T-Shirt
 - 2 Beverage Ticket
 - 1 Food Voucher
 - Top 3 Runners in each age group
 - Medals
 - Top 3 Overall Winners
 - Medals &
 - Beer Mugs (check cost)
 - All kids get a medal
 - Costume Contest
- Packet Pick-up
 - Chamber of Commerce
 - February 6th, 3:00pm-7:00pm

- **Sponsorships**

- Title Sponsors
- T-Shirt Sponsor

- Starting Line Sponsors
- Race Course Sponsors
- Race Fan Sponsors
- **Exhibit Booths/Food Vendors**
 - Artist/Crafter Vendor Fee: \$75.00
 - Food Vendor Fee: \$50.00
 - Non-Profit Vendor Fee: \$15.00
 - Exhibit Time 10:00am-2:00pm
- **Music**
 - Smithfield Times Stage
- **Beer**
 - Beer Tickets = \$4.00 each



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

1994

Imagery Date: 4/6/2010

36°58'50.33" N 76°38'00.10" W elev 34 ft eye alt 1556 ft



google earth

10

258

2

Hill St

St

Thomas St

N Mason St

Institute St

IS sewer

Cary St

Drummonds Ln

Cokes Ln

Cedar St

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DATE MAY 19, 2014

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER
COMMITTEE

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

SUBJECT SANITARY SEWER REHABILITATION

The town advertised a Request for Proposals for Sanitary Sewer Rehabilitation to supplement the capabilities of our public works staff and equipment.

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 and to install CIPP. Work will also include traffic control and bypassing and post TV.

Two companies responded to the request for proposals:

| | |
|---------------------|----------------------|
| Tri-State Utilities | Chesapeake, Virginia |
| WB&E Pipe Rehab | Chesapeake, Virginia |

Staff interviewed both companies and thoroughly reviewed the qualifications, experience, available staff and equipment as well as cost of services. Due to the fact that Tri-State Utilities provided the lowest cost of service and they have substantial experience in this type of work (to include town systems), staff recommends awarding the contract to Tri-State Utilities.

DATE MAY 19, 2014

TO SMITHFIELD TOWN COUNCIL- WATER AND SEWER
COMMITTEE

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

SUBJECT UNDERGROUND UTILITY CONTRACT

The town advertised a Request for Proposals for Underground Utility Repairs to supplement the capabilities of our public works staff and equipment.

The underground utility contract includes the following type of work:

- Provide labor and equipment for scheduled and emergency repairs/replacement to the sanitary sewer, water and stormwater systems
- Provide repairs for utilities ranging from 6ft.-40ft. in depth
- Must be able to respond within one hour of emergencies

We had three companies respond to the request for proposals:

| | |
|----------------------------|----------------------|
| Lewis Construction Company | Suffolk, Virginia |
| WB & E Construction | Chesapeake, Virginia |
| T A Sheets | Norfolk, Virginia |

Staff interviewed all three companies and thoroughly reviewed the qualifications, experience, available staff and equipment as well as cost of services. Due to the fact that Lewis Construction Company provided the lowest cost of service per hour and they have substantial experience in this type of work (to include town systems), staff recommends awarding the contract to Lewis Construction Company.

SMFD Branch SRP Budget 2014 -DRAFT APRIL

Part I: Performances/Special Events

| Name | Date | Price |
|---|-------------|-------------------|
| Kickoff Party | 25-Jun | \$100.00 |
| JB's Rattles, Educational Program Featuring Live Reptiles | 02-Jul | \$500.00 |
| Mad Science: Fire and Ice | 09-Jul | \$650.00 |
| Linda Hartman, Storyteller | 16-Jul | \$400.00 |
| Johnathan Austin, Magician | 23-Jul | \$600.00 |
| Dome Theater @ Main Street Baptist (Outreach) | 28-Jul | \$1,675.00 |
| Total: | | \$3,925.00 |

Part II: Materials

| | |
|---|-------------------|
| Kids/Teens "Paws to Read" Weekly Incentives | \$1,094.45 |
| Kids & Teens Grand Prizes: Kindle Paperwhites & Two \$25 Amz Gift Cards | \$290.00 |
| Adult Grand Prize: Kindle Paperwhite & 1 Amz Gift Card | \$145.00 |
| Scholastic Book Order | \$500.00 |
| Misc. Program Supplies (Crafts, food for parties) | \$200.00 |
| Advertising Materials, Banners, floor markers, etc. | \$90.00 |
| Total: | \$2,319.45 |

Total for ALL SRP: \$6,244.45

Part III: Donations/Fiscal Support

| | |
|----------------------------------|--------------------|
| Bayport Credit Union | \$ 500.00 |
| Blackwater Regional Library | \$850.00 |
| Delta Sigma Theta Sorority, Inc. | \$250.00 |
| Dominion Power | \$250.00 |
| Isle of Wight Ruritan Club | \$100.00 |
| Kiwanis Club of Smithfield | \$200.00 |
| Longfield, Rose | \$100.00 |
| Suffolk Materials | \$25.00 |
| Women's Club of Smithfield | \$500.00 |
| Total: | \$ 2,775.00 |

Funds Needed: \$3469.45

NB: All donations inserted into discretionary fund.

**ISLE OF WIGHT COUNTY MUSEUM
PARTNERSHIP AGREEMENT**

THIS PARTNERSHIP AGREEMENT is made and entered into this ___ day of _____, 2014 by and between the Isle of Wight County Board of Supervisors, a body politic of the Commonwealth of Virginia (hereinafter the “Board”) and the Smithfield Town Council, a body politic of the Commonwealth of Virginia (hereinafter the “Council”). The Board and Council may hereinafter be referred to individually as a “Party” or jointly as the “Parties”.

WITNESSETH:

WHEREAS, the Isle of Wight County Museum (hereinafter the “Museum”), located at 103 Main Street, Smithfield, Virginia, was founded in 1976 for the purpose of preserving the history of Isle of Wight County, Virginia (hereinafter the “County”); and

WHEREAS, the Isle of Wight County Public Recreational Facilities Authority (the “Authority”) was charged with the operation and maintenance of the Museum and such obligation was, following the dissolution of the Authority, thereafter taken on by the Board; and

WHEREAS, as a result of significant financial pressures experienced by the County, the Board has determined that it would be in the best interests of the citizens of Isle of Wight County to enter into a partnership agreement with one or more entities to assist in the operation of the Museum; and

WHEREAS, the Council has agreed to cooperate with the Board in operating the Museum by providing certain financial assistance for those matters as set forth in this Agreement in order to ensure the continued operation of the Museum to the benefit of tourists who visit the downtown area of the Town of Smithfield and who support the business community therein.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations to preserve the long history of Isle of Wight County, Virginia, for the benefit of all citizens and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement as follows:

SECTION 1 – NATURE OF AGREEMENT

The Parties hereto expressly acknowledge that this Agreement is in the nature of a partnership such that the obligations to operate and maintain the Museum shall be divided in accordance with the terms herein stated for the benefit of all citizens of the County.

SECTION 2 – APPLICABILITY

The Parties hereto expressly acknowledge that this Agreement is applicable only those matters specifically set forth herein and do not extend to unrelated matters.

SECTION 3 – TERM

This Agreement shall commence on July 1, 2014 and shall terminate on June 30, 2017. This Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated by the Parties in accordance with the terms of this Agreement.

SECTION 4 – OBLIGATIONS

- a. The Board shall be obligated to provide the following for the benefit of the Museum:
 1. The Board shall retain ownership of the real property and shall not sell or lease said property without the express written consent of the Council, which shall not be unreasonably withheld;
 2. The Board shall provide, on a fiscal year basis, sufficient funds to properly maintain the Museum which shall include, but is not limited to, utility services, information technology services, structural maintenance, property insurance and such other items as the Parties may deem appropriate to properly ensure the Museum structure remains in compliance with all applicable laws and regulations related to public buildings; and
 3. The Board shall retain ownership of all items which have been donated or will hereafter be donated for retention and display at the Museum to the benefit of all citizens of the County. The Board shall not dispose of or transfer ownership of any items that have been, or which may be in the future, donated to the Museum without the express written consent of the Council, which shall not be unreasonably withheld.
- b. The Council shall be obligated to provide the following for the benefit of the Museum:
 1. The Council shall provide, on a fiscal year basis, sufficient funds to properly operate the Museum which shall include, but is not limited to, providing for the staffing needs of the Museum, which shall include the payment of salary, benefits and workers compensation, as may be agreed upon by the Parties.

SECTION 5 – HOURS OF OPERATION

For purposes of the proper operation of the Museum and in order to make efficient use of the Museum as a public attraction to induce and promote tourism and generate revenue for the benefit of those businesses located within the Town of Smithfield and the ancillary tax benefits therefrom, the Parties agree that the proposed hours of operation of the Museum shall be as follows:

Monday – Saturday: 10:00 a.m. – 4:00 p.m.
Sunday: 12:00 p.m. – 4:00 p.m.

Such hours of operation may be revised by the Council, as it deems appropriate, as part of its financial responsibilities pursuant to this Agreement.

SECTION 6 – NON-ASSIGNABILITY

This Agreement or any part hereof or the administration or performance of any service provided hereunder cannot be assigned or sublet, contracted away or in any manner transferred without the prior written consent and full approval of both Parties.

SECTION 7 – TERMINATION

Either Party may terminate this Agreement, at its sole discretion, following written notice to the other no later than March 1st of each calendar year.

SECTION 8 – ENTIRE AGREEMENT; GOVERNING LAW

This Agreement sets forth the entire agreement and understanding among the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or amended other than by written agreement, fully executed, of the Parties. The Parties agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. Any legal action or proceedings arising out of this Agreement shall be commenced and tried in the Circuit Court of Isle of Wight County.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals:

**ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS**

**TOWN OF SMITHFIELD
TOWN COUNCIL**

Chairman

Mayor

Approved as to Form:

County Attorney

Town Attorney

| CASH BALANCES AS OF APRIL 2014 | | | | | |
|---|--------------|---------------------|---------------------|----------------------------|---------------------|
| ACCOUNT NAME | BANK NAME | ACCOUNT BALANCE | Current Month | Prior Year | ADJUSTED BALANCES |
| | | | Interco. Balances | Interco./Interdep Balances | |
| Water | Farmers Bank | 1,302,655.94 | (484,738.12) | (512,074.78) | 305,843.04 |
| Water-Debt Service | Farmers Bank | 1,176,720.30 | 34,966.14 | - | 1,211,686.44 |
| Water Capital Escrow (availability fees) | TowneBank | 306,187.08 | 12,520.00 | - | 318,707.08 |
| Water Treatment Plant Escrow | TowneBank | 111,428.09 | - | - | 111,428.09 |
| Water Deposit Account | TowneBank | 18,195.00 | 4,030.00 | - | 22,225.00 |
| Water Development Escrow | TowneBank | 84,948.78 | - | - | 84,948.78 |
| Subtotal Water | | 3,000,135.19 | (433,221.98) | (512,074.78) | 2,054,838.43 |
| Sewer | Farmers Bank | 167,444.47 | 54,456.79 | (290,771.75) | (68,870.49) |
| Sewer Development Escrow | TowneBank | 337,934.22 | - | - | 337,934.22 |
| Sewer Capital Escrow (availability fees) | TowneBank | 807,063.86 | 18,680.00 | - | 825,743.86 |
| Sewer Compliance | Farmers Bank | 493,112.45 | 87,999.74 | - | 581,112.19 |
| Subtotal Sewer | | 1,805,555.00 | 161,136.53 | (290,771.75) | 1,675,919.78 |
| Highway | Farmers Bank | 84,986.73 | 123,437.18 | - | 208,423.91 |
| General Fund | Farmers Bank | 2,859,205.40 | 75,208.73 | 816,333.33 | 3,750,747.46 |
| Payroll | Farmers Bank | 38,835.22 | - | - | 38,835.22 |
| Money Market-General Fund | TowneBank | 2,181.49 | - | - | 2,181.49 |
| Business Super Now-General Fund | Farmers Bank | 33,050.99 | - | - | 33,050.99 |
| Money Market-General Fund | Farmers Bank | 288,900.77 | - | - | 288,900.77 |
| General Fund Capital Escrow Account | TowneBank | 214,194.90 | - | - | 214,194.90 |
| Certificate of Deposit | Farmers Bank | 525,841.43 | - | - | 525,841.43 |
| Certificate of Deposit-Police Dept | Farmers Bank | 36,597.38 | - | - | 36,597.38 |
| Special Project Account (Pinewood) | Farmers Bank | 19,936.98 | 109,436.24 | - | 129,373.22 |
| Pinewood Heights Escrow | Farmers Bank | 18,014.39 | - | - | 18,014.39 |
| SNAP Account | Farmers Bank | 3,063.75 | - | - | 3,063.75 |
| S. Church Street Account | TowneBank | 35,996.70 | (35,996.70) | - | - |
| Subtotal General Fund | | 4,075,819.40 | 148,648.27 | 816,333.33 | 5,040,801.00 |
| Beautification Fund | Farmers Bank | 7,835.93 | - | - | 7,835.93 |
| Money Market-Beautification | Farmers Bank | 61,252.45 | - | (13,486.80) | 47,765.65 |
| Subtotal Beautification | | 69,088.38 | 0.00 | (13,486.80) | 55,601.58 |
| TOTAL ALL FUNDS | | 9,035,584.70 | 0.00 | 0.00 | 9,035,584.70 |

| I.D.# | LAST NAME | FIRST NAME | STATUS | YEAR TOTAL | Reimbursement |
|-------|------------|------------|--------|------------|---------------|
| 327 | Anestor | Nelson | | | |
| 269 | Allen | Stephen | | | 557.06 |
| 297 | Balius | Justin | | 408.00 | 1313.76 |
| 4 | Barlow | Randolph | LIFE | | |
| 290 | Biondi | Mike | | 382.00 | 1230.04 |
| 333 | Brads | Chet | JUNIOR | | |
| 322 | Brads | Jamey | ASSOC | | |
| 7 | Britt | William | LIFE | 97.00 | 312.34 |
| 320 | Brown | Derek | | | |
| 224 | Brown | Jared | | | 251.16 |
| 2 | Chapman | Bill | LIFE | | 392.84 |
| 313 | Christian | Russ | | | |
| 14 | Cleary | Brendan | LIFE | | 415.38 |
| 52 | Clontz | Bobby | | | 273.7 |
| 279 | Critzer | Corey | | 268.00 | 862.96 |
| 308 | Dodson | Bryant | | | 161 |
| 39 | Edwards | Chris | LIFE | | 199.64 |
| 323 | Edwards | Evan | | | |
| 48 | Edwards | Jason | | | 77.28 |
| 32 | Finley | Jack | LIFE | | |
| 282 | Foster | Stanley | | 185.00 | 595.7 |
| 302 | Gray | Ryan | | 126.00 | 405.72 |
| 12 | Hackney | Jerry | | | 389.62 |
| 324 | Harris | Austin | ASSOC | | |
| 91 | Hundley | Justin | | | |
| 315 | Ivy | Chris | JUNIOR | | |
| 93 | Koepke | Jason | | | 299.46 |
| 325 | Koepke | Johnathan | JUNIOR | | |
| 211 | Krieger | Joe | | | 273.7 |
| 312 | Lackey | Zach | JUNIOR | | |
| 319 | Linyear | Kenyon | ASSOC | | |
| 34 | Little | Bobby | LIFE | | 64.4 |
| 305 | Miller | Anthony | | 61.00 | 196.42 |
| 328 | Moore | Roc | ASSOC | | |
| 317 | Peed | Steven | JUNIOR | | |
| 316 | Pennington | Nick | | | |
| 242 | Saunders | Johnny | ASSOC | | |
| 257 | Saunders | Matt | | 237.00 | 763.14 |
| 201 | Savage | Nick | | | 257.6 |
| 330 | Schneider | Joeseph | | | |
| 334 | Sellars | Greg | ASSOC | | |
| 335 | Skipworth | Bryan | ASSOC | | |
| 331 | Shumaker | Tim | | | |
| 295 | Singles | Brian | ASSOC | | |
| 304 | Singles | Stephen | ASSOC | | |
| 98 | Smith | Jeff | | | 682.64 |
| 299 | Smith | Ryan | JUNIOR | | |
| 25 | Stallings | Jason | LIFE | | 492.66 |
| 36 | Stallings | Mickey | LIFE | | 550.62 |
| 90 | Stallings | Rob | | | 264.04 |
| 309 | Steward | James | | | |
| 336 | Talbert | William | ASSOC | | |
| 292 | Thomas | Kevin | JUNIOR | | |
| 326 | Vaerewyck | Frank | ASSOC | | |
| 27 | Walls | Danny | LIFE | | |
| 282 | Walls | David | ASSOC | | |
| 332 | Walsh | Patrick | ASSOC | | |
| 282 | Walters | Kenny | | | 228.62 |
| 227 | Walters | Randy | | | 296.24 |
| 92 | West | Denny | | 304.00 | 978.88 |
| 337 | Wetzler | Rick | | | |
| 280 | Windley | Jeremy | | | 186.76 |
| 310 | Wright | Nathan | | | |
| 329 | Yohn | Chris | | | |
| | | | | 4029 | 12973.38 |



2717 VIRGINIA BEACH BOULEVARD, VIRGINIA BEACH, VIRGINIA 23452 • PHONE (757) 486-2717 • www.beachford.com



DATE OF SALE 05/13/14 STOCK NO. 5T0W04 DEAL NO. 5T0024

PURCHASER'S NAME TOWN OF SMITHFIELD CO-PURCHASER'S NAME
SOC. SECURITY NO. OR TAX ID NO. 545001505
HOME PHONE (757) 357-3247 BUS. PHONE
HOME ADDRESS 310 INSTITUTE ST CITY SMITHFIELD STATE VA ZIP 23430-1111
COUNTY E-MAIL ADDRESS(ES) jansad@smithfieldva.gov

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW USED DEMO CUSTOMER NO.
YEAR MAKE MODEL TYPE/DOORS COLOR
MILEAGE VIN IN SERVICE DATE

Table with financial details: PRICE INCLUDING FREIGHT, HANDLING & DELIVERY, TOTAL PURCHASE PRICE, PROCESSING FEE FOR CONSUMER SERVICES, 4% VA. TITLE TAX, DEALER'S BUSINESS LICENSE TAX, PURCHASER'S ON-LINE SYSTEMS FILING FEE \$10.00, LICENSE FEE, TITLE FEE, TOTAL DELIVERED PRICE, SUBMITTED WITH ORDER, ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED, LESS BALANCE OWING TO-

Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.

DATE SIGNATURE

Table with trade-in details: DESCRIPTION OF TRADE IN, YEAR, MAKE, MODEL, TYPE/DOORS, COLOR, MILEAGE, VIN, TAG NO., EQUITY ON TRADE-IN, ADDITIONAL DOWN PAYMENT ON DELIVERY, TOTAL DOWN PAYMENT (1+2+3+4), EXTENDED SERVICE CONTRACT INCLUDING, TAX OF, BALANCE DUE ON DELIVERY

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

UNLESS SPECIFICALLY INDICATED, NO LIABILITY INSURANCE INCLUDED

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE. YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.

IF YOU ARE LEASING THIS VEHICLE, PLEASE READ THIS NOTICE. YOU ARE PROPOSING TO ENTER INTO A LEASE WITH THE DEALER THAT THE DEALER WILL TRANSFER TO A LEASE PROVIDER. THE CONDITION STATED ABOVE THAT A FINANCED PURCHASE DEPENDS ON APPROVAL OF A RETAIL INSTALLMENT SALE CONTRACT BY A FINANCE SOURCE APPLIES TO REQUIRE APPROVAL OF THE LEASE ENTERED IN CONNECTION WITH THIS BUYER'S ORDER BY A LEASE SOURCE, AND IF NOT APPROVED THE RIGHTS AND PROCEDURES STATED ABOVE APPLY TO THIS TRANSACTION.

The front and back of this Buyers Order, along with other documents signed by Purchaser(s) in connection with this Buyers Order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding upon the parties. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By signing this Buyer's Order, Purchaser(s) further acknowledges that he/she is 18 years of age or older, has read all of the terms, and received a fully completed copy. THIS BUYERS ORDER IS NOT BINDING UPON EITHER DEALER OR PURCHASER UNTIL SIGNED BY AN AUTHORIZED DEALERSHIP REPRESENTATIVE. Until made effective, Purchaser(s) may cancel this Buyers Order and recover his/her Down Payment.

Beach Ford shall be entitled to recover from the Purchaser all of the costs and the expenses incurred by Beach Ford to enforce this Contract, including without limitation all attorney's fees, costs, professional fees, and expert witness expenses.

PURCHASER'S APPROVAL [Signature]
MANAGER APPROVAL [Signature]
CO-PURCHASER'S APPROVAL
THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR SALES MGR.



Virginia
Retirement
System

P.O. Box 2500, Richmond, Virginia 23218 2500
Toll free: 1-888-VARETIRE (827-3847)
Web site: www.varetire.org
E-mail: vrs@varetire.org

May 2, 2014

TOWN OF SMITHFIELD – 55310

Language in the 2013 Appropriations Act, Item 468(H), allowed localities to make an election regarding their employer contribution rate every biennium. You have the opportunity again this year to select which employer contribution rate your locality will pay, beginning July 1, 2014.

Included with this letter is the employer contribution resolution your local governing body will need to pass and then send in to communicate to VRS their election decision.

Employer Retirement Contribution Rate Election

By no later than July 1, 2014, your local governing body must approve one of the following employer contribution rate options for the defined benefit retirement plan in the biennium beginning July 1, 2014:

- 6.72% – the rate certified by the VRS Board of Trustees for the FY 2015-2016 biennium; or
- 5.57% – the alternate rate, which is the higher of the rate certified by the VRS Board for FY 2012 or 80 percent of the VRS Board-certified rate for FY 2015-2016.

Considerations in Electing Your Contribution Rate

The intent of the language in the 2013 Appropriation Act, Item 468(H) was to offer localities and schools some budget relief for the coming fiscal year with respect to the amount of their retirement contributions. However, this does not change the Board-certified rate or the recommended employer contribution rate. Therefore, if you are considering using the Alternate Rate, please be aware that doing so will:

- Reduce contributions to your employer account and the investment earnings they would have generated, which will mean there will be fewer assets available for benefits.

- Result in a lower funded ratio when the next Actuarial Valuation is performed and, thus, a higher calculated contribution rate at that time.
- Require that you include the Net Pension Obligation (NPO) under the Governmental Accounting Standards Board (GASB) Standards in your financial statements.

Deadline for Resolutions

VRS must receive your formal signed resolution for the employer retirement contribution rate election **by no later than July 10, 2014**. Please send all resolutions to Ms. ZaeAnne Sferra, Employer Coverage Coordinator at P.O. Box 2500, Richmond, VA 23218-2500.

If you have any questions about the information in this packet, please contact Ms. ZaeAnne Sferra, Employer Coverage Coordinator, at zsferra@varetire.org or (804) 775-3514.

Best regards.

Sincerely,



Robert P. Schultze
Director

Employer Contribution Rates for Counties, Cities,
Towns, School Divisions and Other Political Subdivisions
(In accordance with the 2014 Appropriation Act Item 468(H))

Resolution

BE IT RESOLVED, that the [Locality, School Division, or Other Political Subdivision Name] [employer code] does hereby acknowledge that its contribution rates effective July 1, 2014 shall be based on the higher of a) the contribution rate in effect for FY 2014, or b) eighty percent of the results of the June 30, 2013 actuarial valuation of assets and liabilities as approved by the Virginia Retirement System Board of Trustees for the 2014-16 biennium (the "Alternate Rate") provided that, at its option, the contribution rate may be based on the employer contribution rates certified by the Virginia Retirement System Board of Trustees pursuant to Virginia Code § 51.1-145(I) resulting from the June 30, 2013 actuarial value of assets and liabilities (the "Certified Rate"); and

BE IT ALSO RESOLVED, that the [Locality, School Division, or Other Political Subdivision Name] [employer code] does hereby certify to the Virginia Retirement System Board of Trustees that it elects to pay the following contribution rate effective July 1, 2014:

(Check only one box)

- The Certified Rate of _____% The Alternate Rate of _____%; and

BE IT ALSO RESOLVED, that the [Locality, School Division, or Other Political Subdivision Name] [employer code] does hereby certify to the Virginia Retirement System Board of Trustees that it has reviewed and understands the information provided by the Virginia Retirement System outlining the potential future fiscal implications of any election made under the provisions of this resolution; and

NOW, THEREFORE, the officers of [Locality, School Division, or Other Political Subdivision Name] [employer code] are hereby authorized and directed in the name of the [Locality Name or School Division Name or both] to carry out the provisions of this resolution, and said officers of the [Locality, School Division, or Other Political Subdivision Name] are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the [Locality, School Division, or Other Political Subdivision Name] for this purpose.

Governing Body/School Division Chairman

CERTIFICATE

I, _____, Clerk of the [Locality, School Division, or Other Political Subdivision Name], certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the [Locality, School Division, or Other Political Subdivision Name] held at _____, Virginia at _____ o'clock on _____, 2014. Given under my hand and seal of the [Locality, School Division, or Other Political Subdivision Name] this _____ day of _____, 2014.

Clerk

**This resolution must be passed prior to July 1, 2014 and
received by VRS no later than July 10, 2014.**

Parks and Recreation Committee Report

May 2014

Event Listing

| OTP | Day | Date | Event Type | Location | Event Notes |
|-----|-----|--------|--|-------------------|-------------|
| | Mon | Apr 28 | Supervisors Training | Smithfield Center | |
| | | | Committee Meetings | Smithfield Center | |
| | Tue | Apr 29 | Agri-terrorism Conference | Smithfield Center | |
| | | | Committee Meetings | Smithfield Center | |
| OTP | Wed | Apr 30 | Chamber Post Legislative Breakfast | Smithfield Center | |
| | Sat | May 3 | Wedding & Reception | Smithfield Center | |
| | | | Wedding & Reception | Windsor Castle | |
| | Mon | May 5 | TRIAD Conference | Smithfield Center | |
| | Tue | May 6 | Elections | Smithfield Center | |
| | | | Town Council | Smithfield Center | |
| | | | WCFB Meeting | Smithfield Center | |
| | Wed | May 7 | Teacher of the Year and Retirement Banquet | Smithfield Center | |
| | Fri | May 9 | Kings Fork Prom | Smithfield Center | |
| | Sat | May 10 | Wedding & Reception | Smithfield Center | |
| | | | Wedding & Reception | Windsor Castle | |
| | Mon | May 12 | Town Benefits Meeting | Smithfield Center | |
| | Tue | May 13 | Town Benefits Meeting | Smithfield Center | |
| | Wed | May 14 | Congressman Forbes Meet & Greet | Smithfield Center | |
| | | | Town Staff Meeting | Smithfield Center | |
| | Sat | May 17 | Smithfield Prom | Smithfield Center | |
| OTP | | | Beacons of Hope Bike Race | Memorial Lawn | |
| OTP | | | Mustang Show | Main Street | |

Upcoming Events to Note

| Day | Date | Event Type | Location |
|-----|--------|--------------------------------|--------------------------------------|
| Sat | May 24 | Smithfield Challenge Bike Ride | Windsor Castle Park and Town Streets |
| | | Boater Safety Day Event | Windsor Castle Kayak Launch |
| | | Boater Safety Course | Town Hall |
| Mon | May 26 | Memorial Day Service | Veterans Memorial |
| Wed | May 28 | Intergovernmental Meeting | Smithfield Center |
| Sat | Jun 26 | Olden Days | Main Street |

- **We had 3 weddings at the Windsor Castle site since April of this year. All of the outdoor events have had great weather and have not had any major logistical issues. We will have 2 more in May and 1 in June.**

Parks and Recreation Committee Report

May 2014

Programming

Kayak Rentals at Windsor Castle Park

2014 Season Saturday, May 3rd-Sunday, September 28th
Saturday and Sunday 9 AM-5 PM each day (last kayak out at 5 PM)

We currently have a fleet of 9 boats, but only 6 of those are being kept at the site. Without a storage facility on site we cannot safely store 9 boats.

| 2013 Season | | | | | |
|----------------------|-------------------|--------------------------|-------------------|------------|-------------------|
| Total Revenue | \$ 7674.77 | Kayak Staff Hours | \$ 3868.00 | Net | \$ 3806.67 |

| 2014 Season | |
|--|-----------------|
| May 3rd-May 4 th | \$ 80.94 |
| May 10 th -11 th | \$ 172.82 |
| Total | \$253.76 |

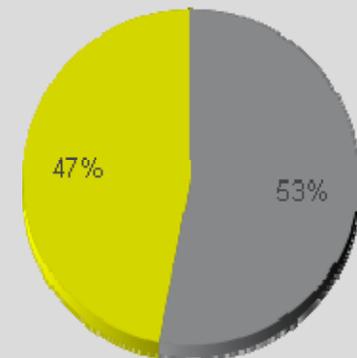


Key Figures

- Total Traffic for the Period Analyzed: 7,167
- Daily Average : 265
- Busiest Day of the Week : Sunday
- Busiest Days of the Period Analyzed:
 1. Sunday 11 May 2014 (698)
 2. Sunday 27 April 2014 (628)
 3. Saturday 26 April 2014 (592)
- Distribution by Direction:

Exits : 47%

Enters: 53%

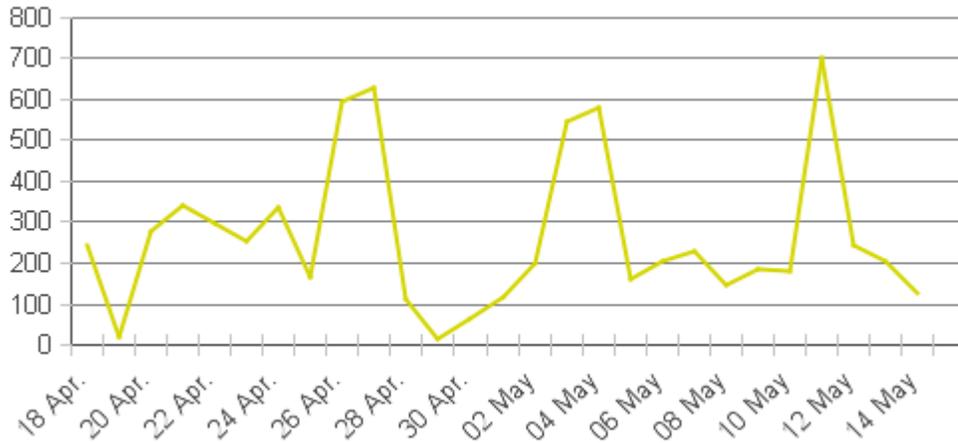


No picture available.
You can add a picture
in the counter's Eco-Visio file.

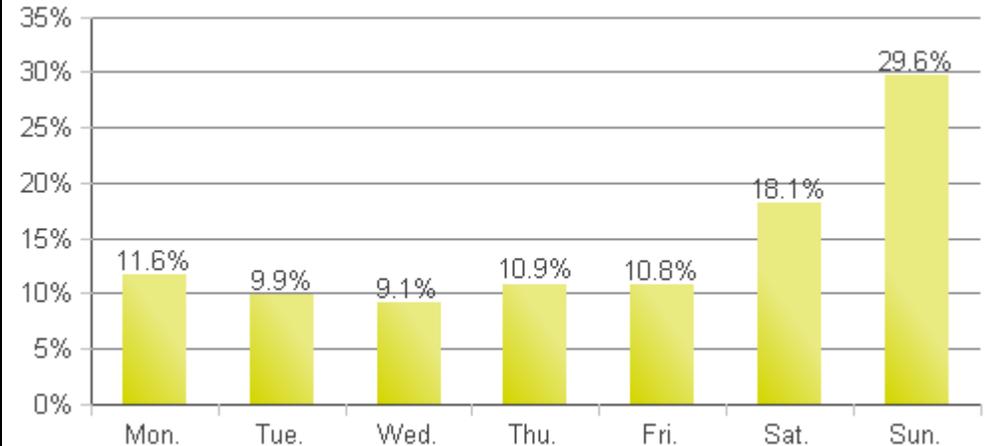
Main Parking Entrance

Period Analyzed: Friday 18 April 2014 to Thursday 15 May 2014

Daily Data



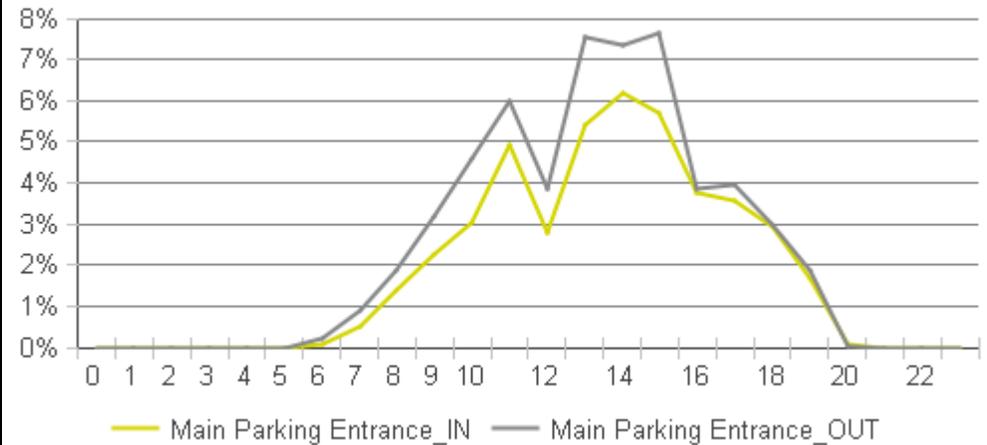
Weekly Profile



Hourly Profile during Weekdays



Hourly Profile during the Weekend



MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS
AND
THE TOWN COUNCIL OF SMITHFIELD

THIS MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is entered into this ___ day of _____, 2014, by and between the Isle of Wight County Board of Supervisors (the “County”) and the Town Council of Smithfield (the “Town”). The County and Town may hereinafter be referred to jointly as the “Parties.”

WHEREAS, pursuant to §62.1-44.15:27 of the Code of Virginia (1950, as amended), the Board will establish a Virginia Stormwater Management Program by July 1, 2014; and

WHEREAS, in conjunction with establishing a Virginia Stormwater Management Program pursuant to §62.1-44.15:27 of the Code of Virginia (1950, as amended), the Board will adopt a Stormwater Management Ordinance (hereinafter the “Stormwater Ordinance”) by July 1, 2014; and

WHEREAS, pursuant to §62.1-44.15:51 of the Code of Virginia (1950, as amended), the Board has adopted the Isle of Wight County Erosion and Sediment Control Ordinance (hereinafter the “E&SC Ordinance”); and

WHEREAS, the Town, in accordance with §62.1-44.15:27 and §62.1-44.15:54 of the Code of Virginia (1950, as amended), has agreed to be subject to the Stormwater Ordinance and the E&SC Ordinance (hereinafter the “Ordinances”) as more specifically set forth herein;

Now, Therefore, in consideration of the premises and mutual covenants and restrictions herein contained, the Parties agree as follows:

1. The Parties agree that all of the definitions set forth in the Ordinances, as they may be amended from time to time, shall be controlling.
2. The Town shall assume all responsibility for carrying out those specific aspects of the Ordinances as described herein, which shall apply to all single-family residential land disturbing activities within the Town limits and must be accomplished in accordance with the standards and specifications established by the Virginia Department of Environmental Quality (DEQ), and the current versions of the Virginia Stormwater Management Handbook and the Virginia Erosion & Sediment Control Handbook.
3. Town Responsibilities: The Town shall be responsible for all land disturbing activities related to single-family residences within the jurisdictional limits of the Town. Such responsibilities shall include:
 - a. ~~Land disturbing activities related to single-family residences within the Town limits:~~ The Town shall perform site plan reviews, issue zoning permits and maintain Agreements in Lieu of an Engineered Plan for each zoning permit issued for single-family residences within the Town limits. Each Agreement shall include the designation of a

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS AND THE TOWN COUNCIL OF SMITHFIELD

Responsible Land Disturber (RLD). More specifically, the Town will provide erosion and sediment control plan reviews and erosion and sediment control inspections, including but not limited to, initial, routine, post-rain, and final inspections prior to release of the Certificate of Occupancy for a residence.

4b. The Town will provide plan review, inspections, and enforcement by DEQ-certified individuals. Should the Town need assistance with any of the aforementioned duties, the County will provide temporary support, as requested in writing, until the time the Town no longer needs assistance. In the event that the services the Town agrees to perform in this MOA are required/requested to be performed by the County, the Town agrees that the County shall receive all fees for the services provided, in accordance with the County's fee schedule. It is understood that the applicant will be directed by Town staff to file with the County and the County will charge the applicant directly for services rendered.

5c. The Town will be responsible for setting and collecting fees for their portion of the administration of the MOA within the Town limits.

6d. The Town will provide enforcement of non-permitted sites and permitted sites in violation of the E&SC Ordinance within the Town limits.

7e. The Town will provide copies of the required program certifications to the Isle of Wight County Engineering Division.

8f. The Town will maintain all records for erosion and sediment control site plans, inspections, enforcement for a period no less than five (5) years. The Town will cooperate with the County in the instance of a DEQ and/or EPA audit of the Erosion & Sediment Control Program. By administering a portion of the Erosion & Sediment Control Program, the Town will be subject to the DEQ and/or EPA audit and share in any imposition of fines due to failure to comply with applicable laws and regulations as fines may relate to projects and/or sites within the Town limits.

9g. The Town will provide a monthly report of new land disturbing activities, violations, and enforcement actions taken to the Isle of Wight County Engineering Division before the fifth (5th) day of each month detailing the activities and actions taken during the previous month.

~~104. County Responsibilities~~~~All other land disturbing activities:~~

a. _____ Isle of Wight County Engineering Division staff will provide stormwater and erosion and sediment control site plan review for and inspections of all commercial and non-residential projects and sites that require a stormwater management facility to be installed within the Town limits.

~~11. —b.~~ _____ Isle of County will provide Stormwater and Erosion & Sediment Control Program administration plan review, inspections, and enforcement by DEQ-certified individuals.

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS AND THE TOWN COUNCIL OF SMITHFIELD

- | ~~12c~~. Isle of Wight County Engineering Division will assess and collect fees related to stormwater and erosion and sediment control site plan review, permitting, and inspections for commercial and non-residential projects within the Town limits.
- | ~~d13~~. Isle of Wight County Engineering Division will provide enforcement and maintain records for all commercial and non-residential projects and sites that require a stormwater management facility to be installed within the Town limits.
- | ~~145~~. Nothing contained herein shall be construed in any way to effect the Town's independent administration of its own Chesapeake Bay Ordinance.
- | ~~156~~. The covenants and restrictions contained herein shall apply to and bind the Parties and their heirs, representatives, successors and permitted assigns.
- | ~~167~~. The Parties agree that this MOA shall be deemed to have been made in Virginia and that the validity and construction of this MOA shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action of proceeding arising out of this MOA shall be commenced and tried in the Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

This Agreement will be valid for a period of one (1) year with an automatic extension year to year unless written notice is given, no less than 180 days, prior to a change or termination from the Town or County.

IN WITNESS WHEREOF, the Parties hereby have executed this MOA on the date first listed above.

ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS

TOWN OF SMITHFIELD

Byron Bailey, Chairman

T. Carter Williams, Mayor

ATTEST:

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE ISLE OF WIGHT COUNTY
BOARD OF SUPERVISORS AND THE TOWN COUNCIL OF SMITHFIELD

Carey Mills-Storm, Clerk

Lesley King, Clerk

APPROVED AS TO FORM:

Mark Popovich
County Attorney

William H. Riddick, III
Town Attorney

PROJECT STATUS MAP

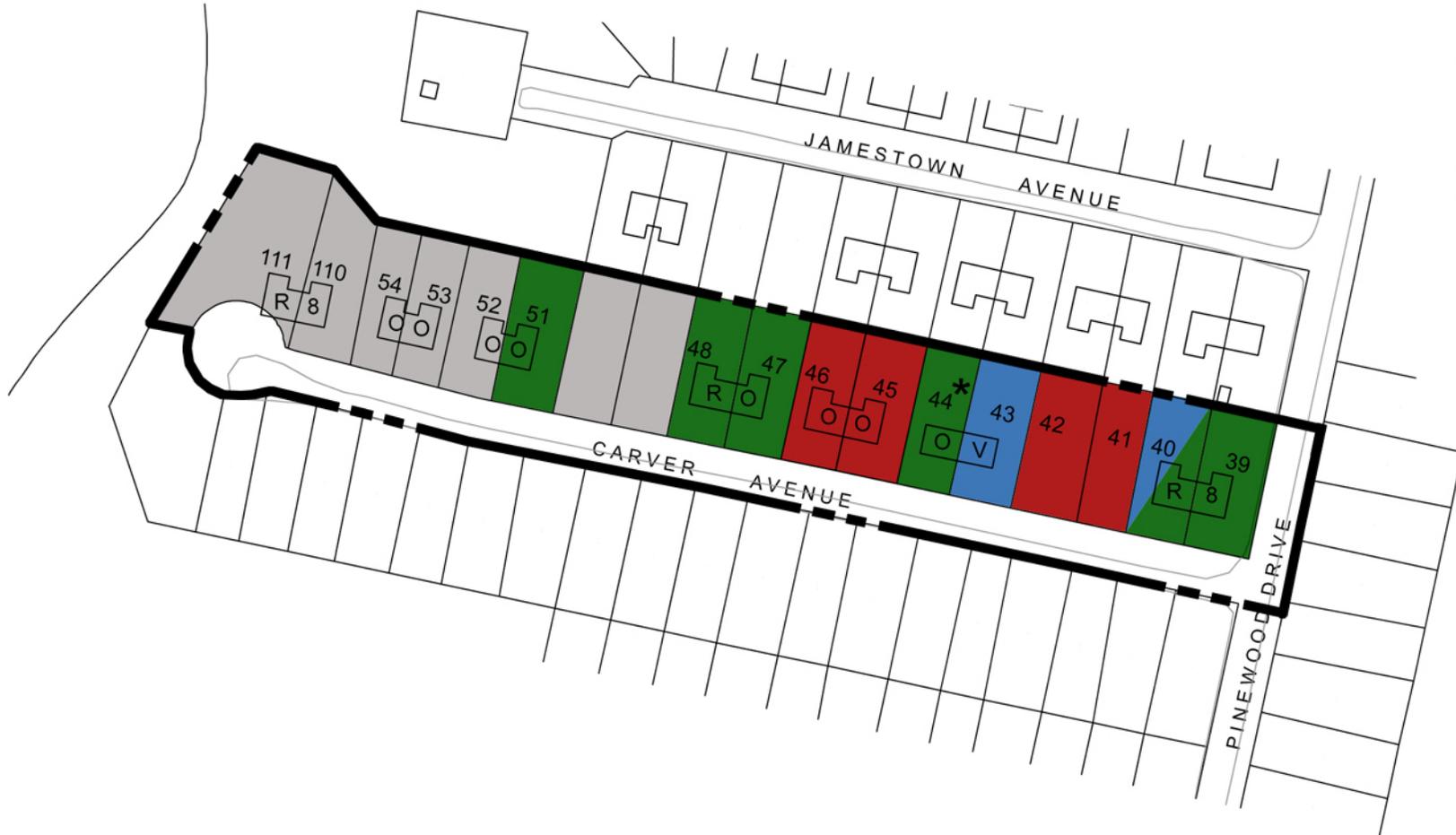
Pinewood Heights Phase II Redevelopment Project
Multi-Year 1
Town of Smithfield, Virginia

LEGEND

--- PHASE II BOUNDARY

STATUS:

- PRELIM ACQ LETTER RECEIVED BY OWNER
- APPRAISAL COMPLETE
- OFFER TO PURCHASE ACCEPTED
- OFFER TO PURCHASE DECLINED
- RELOCATION COMPLETE/IN PROCESS
- DEMOLITION COMPLETE
- PROPERTIES TO BE ACQUIRED IN MY2
- O OWNER OCCUPIED
- R RENTER OCCUPIED
- 8 SECTION 8 TENANT
- * MOVED TO MY2



May, 2014

COMMUNITY PLANNING PARTNERS, INC.

MONTHLY PROGRESS REPORT FOR APRIL 2014

Locality: Town of Smithfield

Contract #: 11-10 MY1

Prepared by: Michael Paul Dodson, CFM

Project Name: Pinewood Heights Phase II

Contract Completion Date: 10/20/2014

Date: 05/15/2014

FINANCIALS

| | | | |
|-----------------------|-----------|---------------------------|-----------|
| CDBG Contract Amount: | \$624,720 | Leverage Amount: | \$826,755 |
| CDBG Amount Expended: | \$257,152 | Leverage Amount Expended: | \$332,762 |

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? 03/11/2014

Next meeting? 07/08/2014

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 Street has been completed; the demolition process for 45/46 Carver has started. The Town owns 43, 45, and 46 Carver Street. 43 Carver Street is vacant and has been boarded/secured. The Town has received acceptance of its offers to buy 39, 40, 47, 48 and 51 Carver Street. The tenants at 40 Carver have started relocation and should be all out mid-May. 40 Carver is becoming a first time homeowner in Town. The tenants in 39 Carver are Section 8 and IOW Social Services is working to relocate this family. The owners of 47 and 51 Carver are moving to new homes and closings are pending. The tenants at 48 Carver Street are working with all parties to find a new home. All relocation work is being done in tandem with acquisition offers so that the residents are quickly moved into their new residence and the old structures are demolished.

Are problems anticipated? Locating relocation properties and moving families for all households has been a challenge however the process is moving forward. It will simply be getting the new homes ready and inspected so the residents can relocate into their new homes.

Other comments: None.

Project Specific Products:

Owner-Occupied Acquisition (Goal=5)

Owner Occupied Homes

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Preliminary Acquisition Letters Sent 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Appraisals Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Review Appraisals Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Offer to Purchase Letters Sent 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Offers Accepted 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Properties Closed On 3

1) 41 Carver 2) 45 Carver 3) 46 Carver

Tenant-Occupied Acquisition (Goal=5)

Tenant Occupied Homes

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Preliminary Acquisition Letters Sent 5

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Appraisals Completed 5

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Review Appraisals Completed 4

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Offer to Purchase Letters Sent 4

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Offers Accepted 4

1) 42 Carver 2) 43 Carver 3) 48 Carver 4) 40 Carver 5) 39 Carver

Properties Closed On 2

1) 42 Carver 2) 43 Carver

Owner-Occupied Relocation (Goal=5)

Owner Occupied Homes

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Household Surveys Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Income Verifications Completed 5

1) 41 Carver 2) 45 Carver 3) 46 Carver 4) 47 Carver 5) 51 Carver

Eligibility of Relocation Letters Sent 5

| | | | | |
|---|--------------|--------------|--------------|--------------|
| 1) 41 Carver | 2) 45 Carver | 3) 46 Carver | 4) 47 Carver | 5) 51 Carver |
| Comparable Units Found and Inspected <u>4</u> | | | | |
| 1) 41 Carver | 2) 45 Carver | 3) 46 Carver | 4) 47 Carver | 5) 51 Carver |
| Households Relocated <u>3</u> | | | | |
| 1) 41 Carver | 2) 45 Carver | 3) 46 Carver | | |

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

Market-Rate Occupied Homes
 1) 48 Carver 2) 40 Carver

Household Surveys Completed 2
 1) 48 Carver 2) 40 Carver

Income Verifications Completed 2
 1) 48 Carver 2) 40 Carver

Eligibility of Relocation Letters Sent 2
 1) 48 Carver 2) 40 Carver

Comparable Units Found and Inspected 2
 1) 48 Carver 2) 40 Carver

Households Relocated 1
 1) 40 Carver

Section 8, Renter-Occupied Relocation (Goal=3)

Section 8 Occupied Homes
 1) 42 Carver 2) 43 Carver 3) 39 Carver

Household Surveys Completed 3
 1) 42 Carver 2) 43 Carver 3) 39 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) 39 Carver | 2) 40 Carver | 3) 41 Carver | 4) 42 Carver | 5) 43 Carver | 6) 45 Carver |
| 7) 46 Carver | 8) 47 Carver | 9) 48 Carver | 10) 51 Carver | | |

Units that have been Demolished 2
 1) 41 Carver 2) 42 Carver

MONTHLY PROGRESS REPORT FOR MAY 2014

Locality: Town of Smithfield

Contract #: 13-01 MY2

Prepared by: Michael Paul Dodson, CFM

Project Name: Pinewood Heights Phase II

Contract Completion Date: 04/15/2015

Date: 05/15/2014

FINANCIALS

CDBG Contract Amount: \$375,820 Leverage Amount: \$589,894
CDBG Amount Expended: \$0 Leverage Amount Expended: \$0

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? 05/13/2014

Next meeting? 07/08/2014

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: Initial participation notices were mailed to all owners/tenants. Notice of pending project and award; no relocation application or actions have started.

Are problems anticipated? None

Other comments: None.

Project Specific Products:

Owner-Occupied Acquisition (Goal=4)

Owner Occupied Homes

1) 44 Carver 2) 52 Carver 3) 53 Carver 4) 54 Carver

Preliminary Acquisition Letters Sent 4

Appraisals Completed 0

Review Appraisals Completed 0

Offer to Purchase Letters Sent 0

Offers Accepted 0

Properties Closed On 0

Tenant-Occupied Acquisition (Goal=2)

Tenant Occupied Homes

1) 110 Carver 2) 111 Carver

Preliminary Acquisition Letters Sent 0

Appraisals Completed 0

Review Appraisals Completed 0

Offer to Purchase Letters Sent 0

Offers Accepted 0

Properties Closed On 0

Owner-Occupied Relocation (Goal=4)

Owner Occupied Homes

1) 44 Carver 2) 52 Carver 3) 53 Carver 4) 54 Carver

Household Surveys Completed 0

Income Verifications Completed 0

Eligibility of Relocation Letters Sent 0

Comparable Units Found and Inspected 0

Households Relocated 0

Market-Rate, Renter-Occupied Relocation (Goal=1)

Market-Rate Occupied Homes

1) 111 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=1)

Section 8 Occupied Homes

1) 110 Carver

Household Surveys Completed 0

Income Verifications Completed 0

Eligibility of Relocation Letters Sent 0

Comparable Units Found and Inspected 0

Households Relocated 0

Demolition (Goal=6)

Units to be Demolished

1) 44 Carver

2) 52 Carver

3) 53 Carver

4) 54 Carver

5) 110 Carver

6) 111 Carver

Units that have been Demolished 0

TOWN OF SMITHFIELD TASK ORDER No. 3

May 15, 2014

Project Title: Pinewood Heights Infrastructure Master Planning

■
Suite 300
501 Independence Pkwy
Chesapeake, Virginia
23320

This Task Order is entered into by and between Kimley-Horn and Associates, Inc. (Consultant) and the **Town of Smithfield** (Owner). This Task Order incorporates by reference the Consulting Agreement entered into by the Parties dated January 2, 2013 (the Master Consulting Agreement). The Master Consulting Agreement is hereby amended and supplemented as follows:

Background and Project Description:

The Town of Smithfield acquired various parcels of land located in the Pinewood Heights subdivision through a multi-year redevelopment plan and created a new zoning district to improve previously blighted properties. (See attached Project Status Maps provided by the Town). The Town would like to begin to sell properties in the Phase 1 portion of the development (Pagan and Carver Avenues).

The existing infrastructure serving the property may be inadequate and stormwater management is non-existent. The Town has asked Kimley-Horn to provide professional engineering services to develop infrastructure master planning to adequately serve the property. The following scope of services outlines the tasks required to develop a master infrastructure plan.

Scope of Services:

Task 1: Review of Existing Information and Preliminary Engineering Calculations

The Consultant will coordinate with the Owner, and acquire information on the existing infrastructure to accurately depict size and location of water, sewer and stormwater systems currently serving the property. Consultant shall perform a preliminary environmental assessment for Wetlands Delineation and Environmental Constraints. The Environmental Constraints Analysis (ECA) will identify potentially significant environmental constraints relevant to the subject property. The ECA will consist of a review of the national wetland inventory online and FEMA floodplain map review.

This task will consist of one meeting with the Town to review existing information and one site observation to confirm the accuracy of the information received.

This task will also consist of performing preliminary engineering calculations on the approximate size of required stormwater management facilities, water mains and sewer mains to serve Phase 1 of the development.

Collecting field data, performing wetland/RPA delineation, performing condition assessment of existing infrastructure and performing topographic or subsurface utility survey is not included in this task.

Task 2: Preliminary Infrastructure Master Plan

Based on information reviewed in Task 1, Consultant will prepare a preliminary Infrastructure Master Plan to serve the parcels in the subdivision. The Master plan will be prepared using GIS and/or AutoCAD and geographically display the following information:

- Approximate Storm Water Management and drainage facilities
- Approximate size and location of proposed water mains and services
- Approximate size and location of gravity sewer mains and services
- Approximate location of RPA and Wetlands based on desktop review of existing information found in Task 1.
- Topographical survey contours provided by the Town
- Proposed property lines provided by the Town

A planning level preliminary opinion of probable construction costs (OPCC) will be prepared for the recommended improvements consisting of overall project cost including design engineering, and construction costs for each element.

This task includes two meetings with the Town staff to review information and two meetings with the Water and Sewer Committee to present findings. Following the initial meetings, the Consultant will make one revision to the Master Plan for a final submittal to the Town.

Deliverables – Five hard copies and one digital copy of the Preliminary Infrastructure Master Plan and OPCC

Project Schedule: The Consultant will commence its services on or as soon as practicable after the date of the execution of this Task Order and receipt of a written Notice to Proceed.

Basis of Compensation

| Task No. | Phase Description | Fee | Basis of Compensation |
|----------------------------|---|-----------------|-----------------------|
| 1 | Review of Existing Information and Preliminary Engineering Calculations | \$4,500 | Lump Sum |
| 2 | Preliminary Infrastructure Master Plan | \$9,000 | Lump Sum |
| 3 | Expenses | \$500 | Estimated |
| Total Estimated Fee | | \$14,000 | |

Miscellaneous Provisions

