

October 21, 2011

TO: SMITHFIELD TOWN COUNCIL

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

**SUBJECT: OCTOBER 2011 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD
CENTER LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, OCTOBER 24, 2011

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

1. Operational Updates
2. Amend Town Code - Fire Arms Ordinance

Immediately following the conclusion of the above meeting:

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

- TAB # 1** 1. Accept Proposal from Draper Aden for Budgeted Sewer Consent Order
Work: MOM Program - Town of Smithfield Full Hydraulic Model – Phase 2
Scope of Work and Fees
- TAB # 2** 2. Continued Discussion on Utility Rate Study
3. Water Tank Maintenance RFP Recommendation

Immediately following the conclusion of the above meeting:

Finance Members: Graham (CH), Gregory, Cook

- (Forthcoming)** 1. August Financial Statement
- TAB # 3** 2. September Cash Balances
- TAB # 4** 3. Invoices Over \$10,000 Requiring Council Payment Authorization:
- | | | |
|----|--|--------------|
| a. | Blair Brothers, Inc. (Proposal # 9514) | \$ 95,233.00 |
| b. | Blair Brothers, Inc (Proposal # 9511) | \$ 48,600.00 |
| c. | English Construction Company | \$ 35,150.00 |
| d. | Draper Aden Associates | \$ 45,111.09 |
| e. | Dixon Hughes Goodman, LLP | \$ 27,500.00 |
| f. | Western Tidewater Free Clinic (Budgeted) | \$ 20,000.00 |
| g. | E911 FY2011 True-Up | \$ 32,869.30 |
| h. | Clark Nexsen | \$ 15,481.77 |
| i. | Excel Paving Corporation | \$105,843.80 |
| j. | Excel Paving Corporation | \$ 59,055.20 |
- TAB # 5** 4. Yard Sale Regulations & Fees

TUESDAY, OCTOBER 25, 2011

4:00 p.m.

Fire and Rescue

Members: Williams (CH), Tynes, Chapman

1. Operational Updates

Immediately following the conclusion of the above meeting:

Public Works

Members: Chapman (CH), Cook, Tynes

TAB # 6

1. Accept Proposal # 9718 from Blair Brothers for 109 Royal Aberdeen for Pipe Joint Replacement in the Amount of \$12,131.00.

2. South Church Street Streetscape Project:

TAB # 7

- a. Dominion Power Request to Relocate Poles

TAB # 8

- b. Smithfield Historic District Business Association (SHDBA) Request
3. Regional Solid Waste Planning Agency Designation

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare

Members: Cook (CH), Williams, Graham

TAB # 9

1. Pre-Public Hearing Discussion: Special Use Permit – McDonald's at 1811 South Church Street

TAB # 10

2. Pre-Public Hearing Discussion: Special Use Permit – Old Firehouse at 113 North Church Street

TAB # 11

3. VML Legislative Positions and Concerns

***** Additional Item Not Listed on Committee but will be on Council's November 1st Agenda*****

- Approval of October 5th Town Council Minutes
 - Power Point Presentation – America in Bloom – Leadership of Isle of Wight Class of 2011
-



Draper Aden Associates

Engineering • Surveying • Environmental Services

703 Thimble Shoals Boulevard, Suite C-2
Newport News, Virginia 23606
(757) 599-9800 • Fax (757) 599-3684
www.daa.com

October 10, 2011

Mr. Peter M. Stephenson, AICP ICMA – CM, Town Manager
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, Virginia 23431

Re: Town of Smithfield – Sanitary Sewer Overflow Special Order by Consent Project
MOM Program – Town of Smithfield Full Hydraulic Model – Phase 2
Scope of Work and Fees

Dear Mr. Stephenson:

Draper Aden Associates (DAA) is pleased to provide this proposal to the Town of Smithfield for the completion of a hydraulic model which will represent the Town of Smithfield's complete sanitary sewer system. This work represents the second phase of model development originally discussed in the proposal dated February 25, 2010 for Phase 2 assistance with the Town of Smithfield's Management, Operation and Maintenance (MOM) Program as required by the Special Order by Consent (SOBC).

TASK DESCRIPTION

The Town of Smithfield was required to develop a partial hydraulic model for the SOBC (i.e. Locality Hydraulic Model). The purpose of this model was to represent the terminal connections of the Town's collection system where it discharges to the HRSD collection system (i.e. terminal pump stations). As required by the SOBC, only the connection points and the first upstream manholes for each terminal basin were included in this model (work being performed under DAA Job Number HR04103-36). This model will be used as part of the Regional Hydraulic Model and will be an integral part of the Regional Wet Weather Management Program. As such, output from this model will be used to determine how the Town of Smithfield collection system responds to various wet weather events, but will only be able to identify the issue at terminal connections. For the Town to better understand its collection system and in order to verify and correlate issues identified at terminal connections with upstream areas within the Town, a full hydraulic model of the Town's collection system will be a vital component to the Town's overall MOM Program.

As part of MOM Program Phase 2 Assistance (DAA Job Number HR04103-40), DAA is developing the first phase of the full Town of Smithfield hydraulic model. This includes all collection systems tributary to the Battery Park Road Force Main. This section was identified for the first phase as a result of the complexity of the combined force main system in this area and its inclusion of flows from Isle of Wight County and the proposed Mallory Point Pump Station and

subdivision. The second phase of the full Town of Smithfield hydraulic model would account for all other remaining collection systems. Similar to the first phase of the model development, these additional collection systems would be modeled all the way through the entire terminal basin (i.e. all the manholes in the terminal basins will be included as opposed to just the first upstream manhole). The service areas to be included in the model are as follows:

- ❖ Barcroft Drive Pump Station
- ❖ Church Square Pump Station
- ❖ Cypress Pump Station
- ❖ Drummonds Lane Pump Station
- ❖ Golf Course Pump Station
- ❖ James Street Pump Station
- ❖ Jersey Park Pump Station
- ❖ Jordan Drive Pump Station
- ❖ Lakeside Pump Station
- ❖ Main Street Pump Station
- ❖ Moonefield Drive Pump Station
- ❖ Morris Creek Pump Station
- ❖ Pinewood Pump Station
- ❖ Riverside Drive Pump Station
- ❖ Watson Drive Pump Station

In order to develop the second phase of the Town of Smithfield full hydraulic model, the following work will be performed:

- ❖ Data Collection – Collection of survey information from lift stations in the above referenced service areas. This would include collecting elevation and location information for all manholes, pump stations and other system features in non-terminal pump station service areas within the Town of Smithfield. Information for terminal pump station service areas was collected under DAA Job Numbers HR04103-17 through HR04103-21. In some instances new infrastructure has been installed in terminal pump station service areas. Where this is the case, additional survey information will be collected from there as well.
- ❖ Model Creation and Set Up – Import GIS/field data into the hydraulic model software for creation of the base model, including pumps, force mains, gravity sewers, and background data.
- ❖ Model Edit and Population – Review the base model and populate model nodes with dry weather flows, and wet weather parameters, rainfall factors, and groundwater variables.
- ❖ Initial Model Run – Perform an initial model run to find and fix validation errors, correct false or missing data, and create a baseline run to begin calibration.
- ❖ Model Calibration – Review historical data from monitoring locations and match model results to real-world system performance to confirm accuracy of model.
- ❖ Model Completion – Perform a final, calibrated model run to represent the existing conditions of this part of the Town of Smithfield collection system and then combine with

the Battery Park Road Force Main model to create a full Town of Smithfield hydraulic model.

- ❖ Letter Report – Prepare a short letter report detailing the process followed and executed to create the finished model, and provide a general statistical overview of the findings.
- ❖ Smithfield Review Meeting – Attend a meeting with Town personnel to demonstrate the finished model and field questions or comments on the future use of this model by their staff.

DHI's MIKE Urban software will be used for development of this model to match the Town's Locality Hydraulic Model as required by the SOBC for the Regional Hydraulic Model.

TASK SCHEDULE

DAA is prepared to begin work on this scope of services upon notification from the Town of Smithfield to proceed. DAA will meet with the Town in order to establish a project schedule at their convenience.

FEE PROPOSAL

The above-listed work will be provided for the lump sum not-to-exceed fee of \$115,000.

CONTRACT TERMS AND PROVISIONS

The terms and provisions of our existing Annual Engineering Services Agreement will apply to all project work.

We trust that the information provided herein adequately responds to your needs. If you have any questions regarding this proposal or desire additional information, please do not hesitate to contact me at your convenience.

Sincerely,
DRAPER ADEN ASSOCIATES



Scott A. Schiller, P.E.
Utilities Team Leader



Frederick T. Pribble, P.E.
Vice President / Principal

Cc: Andrew M. Snyder, P.E., DAA



TOWN OF SMITHFIELD

"The Ham Capital of the World"

October 20, 2011

TO SMITHFIELD TOWN COUNCIL
FROM TOWN MANAGER *PETER*
SUBJECT WATER TANK MAINTENANCE RFP AND RECOMMENDATION

The town received two responses to our Request for Proposals for a multi-year maintenance program on our existing elevated water storage tanks. Both firms, Utility Service and Caldwell were interviewed. Water system supervisor Brian Freeman, Andy Snyder and Scott Schiller with Draper Aden Associates and me took part in these interviews recently. Following a review of each proposal and interview we ranked the two firms. Reference checks have also been conducted.

Staff recommends that council authorize me to negotiate a multi-year contract with Caldwell as they were the top ranked firm. The actual contract would then come back for council review and approval as a separate action item.

As a side note, please be aware that projected costs for repairs and maintenance work needed to keep our oldest and smallest capacity Cary Street tank in operation are significant and concerning. Further the water in this tank is not turning over as needed due to its low elevation in the system. Thus staff is exploring the preferred option of taking this tank out of the multi-year maintenance program and placing it off line.

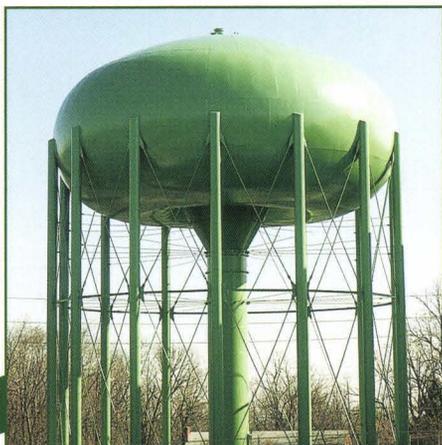
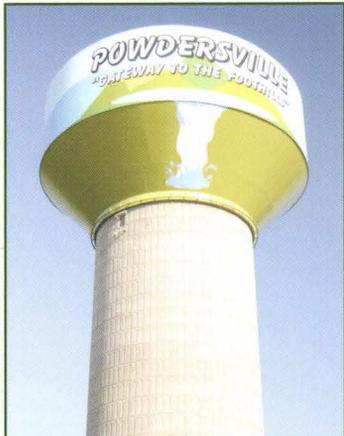
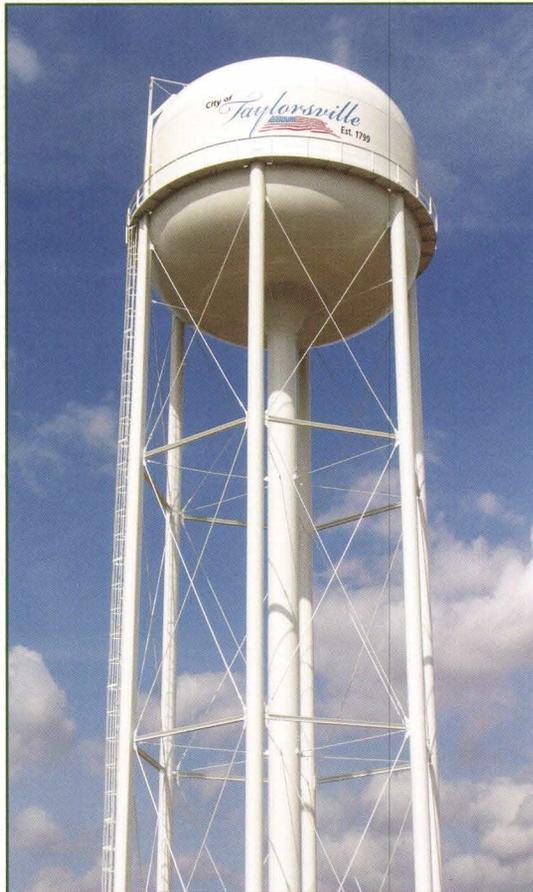
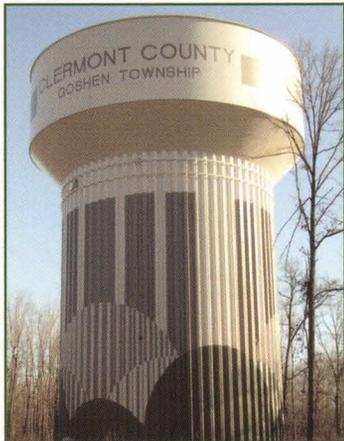
TOWN MANAGER'S OFFICE

315 Main Street, P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 • Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 6

CALDWELL

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Tank Asset Preservation TAP-ON On-Going Maintenance Programs

Designing, Constructing & Maintaining Tanks
for Over 120 Years.



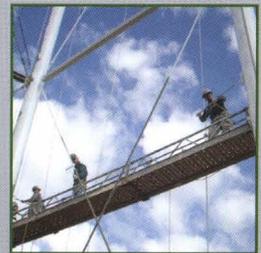
American owned Caldwell Tanks, Inc. is the oldest and largest full service tank company in the world. In addition to new tank design and construction, Caldwell provides professional services for the life of your water storage structures. Caldwell offers more than "tank maintenance." Maintenance implies keeping something in operable condition, but with the huge investment that owners have in their water storage tanks, Caldwell strives for more than simple maintenance, offering programs that preserve these vital infrastructure assets.

In order to reach its maximum service life, a tank must be strategically preserved. The first step in a strategic preservation program is to schedule and budget for periodic inspection, including cleaning of the tank interior to remove accumulated sedimentation and debris. Armed with the data from these periodic inspections, Caldwell's highly trained water tank professionals will develop a work plan to care for your tank at a price that will not increase over the life of the program.

Preservation Teams

Trained Caldwell Preservation Teams perform all inspection, clean-out, repair, and rehabilitation work. In addition to technical training, all Caldwell personnel must be trained and meet the stringent requirements of our corporate safety program.

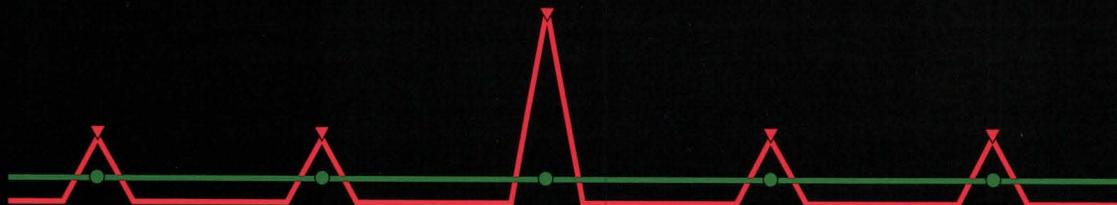
Our Preservation Teams are supported by Caldwell's in-house staff of Professional Engineers and NACE Certified Coating Inspectors. With extensive fabrication facilities in Louisville, Kentucky and Newnan, Georgia, and dedicated civil construction, steel construction, field painting, and inspection crews; Caldwell is uniquely qualified to meet your water storage tank preservation needs.



Tank Maintenance Cost Over Time

Cost with No Plan → ▼

Cost with TAP-ON → ●



TAP-ON On-Going Maintenance Programs Include the Following Services:

Annual Inspection

- Safety
- Sanitary
- Coating Condition
- Security
- Structural
- ROV, if necessary

Annual Written Report

- Condition Statements
- Photographic Documentation

Interior Clean-Outs Every Two Years

- Clean & Remove Mud, Silt, and Other Accumulations
- High Pressure Water Washing
- AWWA C652 Disinfection

Repairs and Replacements

- Steel Parts
- Indicator Floats
- Bracing Rods
- Grout
- Expansion Joints
- Vent Screens
- Manholes

Replace Safety, Aviation, and Interior light bulbs

Emergency Services

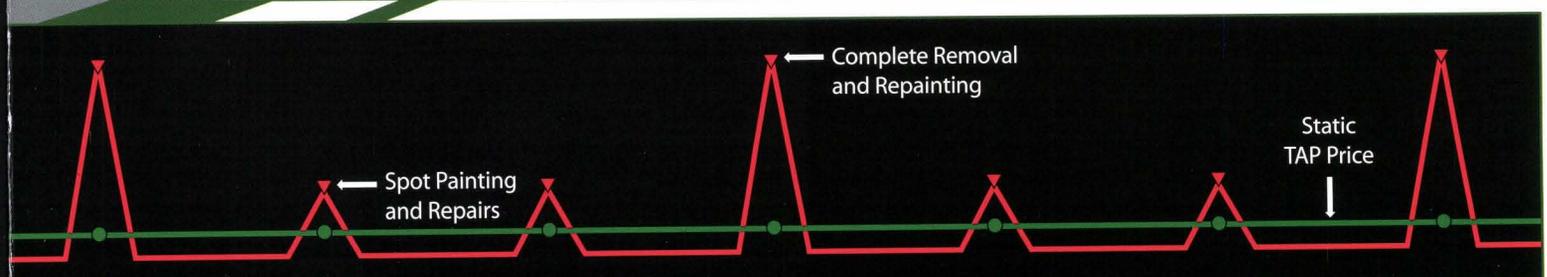
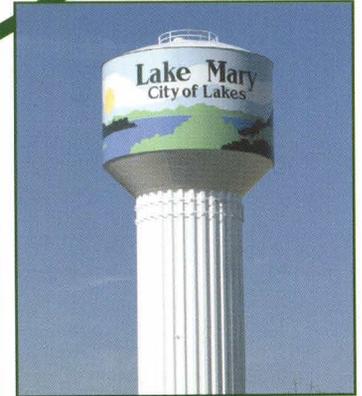
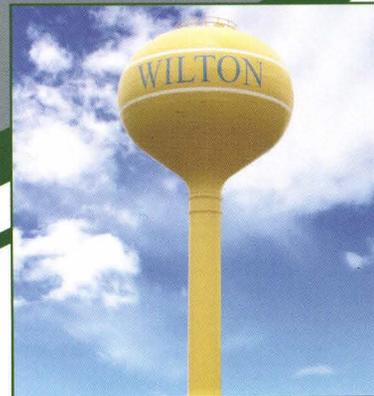
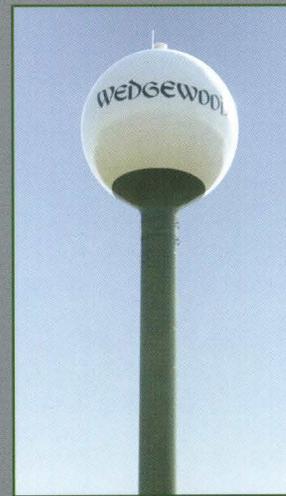
Graffiti Removal and/or Overcoating

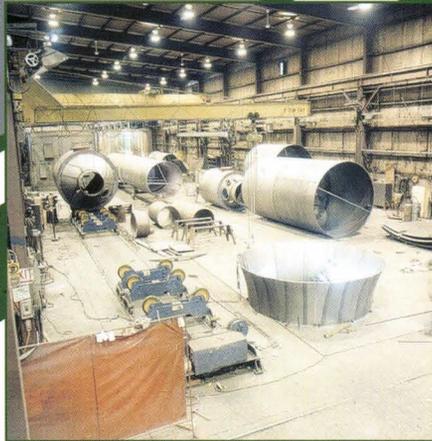
Exterior Repainting

- Touch-up Painting
- Spot Touch-up & Overcoating
- Abrasive Blast Cleaning or Waterjetting
- Maintenance of Logos and Signs

Interior Touch-up & Relining

- Spot Touch-ups
- ANSI/NSF 61 Approved Coatings
- Abrasive Blast Cleaning





From the Louisville, Kentucky, 180,000 square foot manufacturing facility to the 135,000 square foot manufacturing plant in Newnan, Georgia, Caldwell is equipped with advanced computer technology and state-of-the-art fabrication, welding, and painting equipment.

Headquarters, Manufacturing and Sales Office

4000 Tower Road, Louisville, Kentucky 40219

ph: (502) 964-3361 fax: (502) 966-8732

Southern Manufacturing Facility

57 East Broad Street, Newnan, Georgia 30263

ph: (770) 253-3232 fax: (770) 251-9253

www.caldwelltanks.com
sales@caldwelltanks.com



CASH BALANCES AS OF SEPTEMBER 30, 2011						
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	DATE RECONCILED	Current Month INTERCO. TRANSFERS	Year end Interco. Transfers	ADJUSTED BALANCES
Water	Farmers Bank	470,556.28	10/15/11	(96,317.10)	-	374,239.18
Water-Debt Service	Farmers Bank	1,255,292.67	10/15/11	24,732.37		1,280,025.04
Water Capital Escrow (availability fees)	TowneBank	996,501.93	10/15/11	-		996,501.93
Water Development Escrow	TowneBank	177,604.13	10/15/11		-	177,604.13
Subtotal Water		2,899,955.01		(71,584.73)	-	2,828,370.28
Sewer	Farmers Bank	315,650.77	10/15/11	41,982.84	(320,001.51)	37,632.10
Sewer Development Escrow	TowneBank	316,008.71	10/15/11	-		316,008.71
Sewer Capital Escrow (availability fees)	TowneBank	644,339.41	10/15/11	-		644,339.41
Sewer Compliance	Farmers Bank	544,887.19	10/15/11	29,601.89		574,489.08
Subtotal Sewer		1,820,886.08		71,584.73	(320,001.51)	1,572,469.30
Highway	Farmers Bank	92,788.34	10/15/11	246,644.23	-	339,432.57
General Fund	Farmers Bank	672,548.08	10/15/11	(246,644.23)	320,001.51	745,905.36
Payroll	Farmers Bank	39,296.53	10/15/11			39,296.53
Money Market-General Fund	TowneBank	223,971.36	10/15/11			223,971.36
Business Super Now-General Fund	Farmers Bank	32,841.53	10/15/11	-		32,841.53
Money Market-General Fund	Farmers Bank	635,043.59	10/15/11			635,043.59
General Fund Capital Escrow Account	TowneBank	50,530.61	10/15/11	-		50,530.61
Certificate of Deposit	Farmers Bank	524,512.37	10/15/11	(500,000.00)		24,512.37
Certificate of Deposit-Police Dept	Farmers Bank	35,978.44	10/15/11			35,978.44
Special Project Account (Pinewood)	Farmers Bank	40,201.58	10/15/11	-	-	40,201.58
Pinewood Heights Escrow	Farmers Bank	54,271.36	10/15/11			54,271.36
S. Church Street Account	TowneBank	362,232.98	10/15/11	500,000.00		862,232.98
Subtotal General Fund		2,671,428.43		(246,644.23)	320,001.51	2,744,785.71
Beautification Fund	Farmers Bank	7,795.53	10/15/11			7,795.53
Money Market-Beautification	Farmers Bank	297,137.77	10/15/11			297,137.77
Subtotal Beautification		304,933.30				304,933.30
Rising Star CDBG	Farmers Bank	63.49	10/15/11			63.49
TOTAL ALL FUNDS		7,790,054.65		0.00	-	7,790,054.65



THE BLAIR BROS., INC.

#1 BLAIR BROTHERS ROAD
P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
(757) 538-1696 FAX: (757) 538-0714

Statement

DATE	INVOICE #
10/14/2011	9698

BILL TO:

Town of Smithfield
P O Box 246
Smithfield VA 23431

SHIP TO:

Huntington Way Overlay
Att: Wayne Griffin
Peter Stephenson
Bill Hopkins FAX 357-9933

P.O. NO.	TERMS
	NET 30 DAYS

DESCRIPTION		AMOUNT	
Contract	Work Completed As Per Proposal # 9514	95,233.00	95,233.00
VENDOR # _____ ACCOUNT # _____ TOWN MANAGER <i>W. Griffin</i> <i>PLS</i>			
THANK YOU FOR YOUR BUSINESS		TOTAL	\$95,233.00

All charges during month are due and payable by the 10th of following month or as per stated terms. A SERVICE CHARGE of 2% PER MONTH will be added to account from statement date on past due accounts. This is an ANNUAL PERCENTAGE RATE of 24%.

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





THE BLAIR BROS., INC.

#1 BLAIR BROTHERS ROAD
P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
(757) 538-1696 FAX: (757) 538-0714

Statement

DATE	INVOICE #
10/17/2011	9701

BILL TO:

Town of Smithfield
P O Box 246
Smithfield VA 23431

SHIP TO:

Canterbury Lane Overlay
Att: Wayne Griffin
Peter Stephenson
Bill Hopkins FAX 357-9933

P.O. NO.

TERMS
NET 30 DAYS

DESCRIPTION			AMOUNT
Contract	Work Completed As Per Proposal # 9511	48,600.00	48,600.00
<p>VENDOR # _____</p> <p>ACCOUNT # _____</p> <p>DEPT HEAD <u>W. Griffin</u></p> <p>TOWN MANAGER <u>PLS</u></p>			
THANK YOU FOR YOUR BUSINESS			<p>TOTAL \$48,600.00</p>

All charges during month are due and payable by the 10th of following month or as per stated terms. A SERVICE CHARGE of 2% PER MONTH will be added to account from statement date on past due accounts. This is an ANNUAL PERCENTAGE RATE of 24%.

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



REQUEST FOR PAYMENT

From: ENGLISH CONSTRUCTION COMPANY, INC.
 P. O. BOX P-7000
 LYNCHBURG, VIRGINIA 24505

To: TOWN OF SMITHFIELD, VA
 P.O. BOX 246
 SMITHFIELD, VA 23431

Invoice: 14700911
 Draw: #00013
 Invoice date: 9/29/2011
 Period ending date: 9/30/2011

Contract For:

Request for payment:

Original contract amount	\$4,119,800.00	
Approved changes	-\$1,323,626.00	
Revised contract amount		\$2,796,174.00
Contract completed to date		\$2,667,024.00
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$133,351.02	
Total completed less retainage		\$2,533,672.98
Less previous requests	\$2,498,522.98	
Current request for payment		\$35,150.00
Current billing		\$37,000.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$1,850.00	
Current amount due		\$35,150.00
Remaining contract to bill	\$262,501.02	

Project: 1470
 South Church Street WTF

Contract date: 7/22/2010

Engineer/Architect Approval:	
Engineer/Architect: By: <u><i>[Signature]</i></u>	Date: <u>10/11/11</u>
Owner Approval:	
Owner: _____	By: _____
Date: _____	_____

CHANGE ORDER SUMMARY	
Changes approved in previous months by Owner	-1,323,626.00
Total approved this Month	
NET CHANGES by Change Order	-1,323,626.00

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

CONTRACTOR:

By: *[Signature]*
 Date: 9/30/11

State Of Virginia

City/County Of Lynchburg

Subscribed and sworn to before me this 30th day of September, 2011

Notary Public

My commission expires: July 31, 2013

Carolyn S. Shelton

VENDOR # _____
 ACCOUNT # 005 - 42060 - 7028
 DEPT HEAD W. T. P.
 TOWN MANAGER PHS

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

REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700911

Draw: #00013

Period Ending Date: 9/30/2011 Detail Page 2 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10	Mobilization	201,000.00	180,900.00	15,000.00		195,900.00	97.46	5,100.00	9,795.00
20	Bond	30,000.00	30,000.00			30,000.00	100.00		1,500.00
30	License/Insurance	15,000.00	15,000.00			15,000.00	100.00		750.00
40	General Conditions	300,000.00	252,000.00	21,000.00		273,000.00	91.00	27,000.00	13,650.00
50	Temporary Work	30,000.00	27,000.00			27,000.00	90.00	3,000.00	1,350.00
60	Demo	20,000.00	20,000.00			20,000.00	100.00		1,000.00
70	Silt Fence	5,000.00	5,000.00			5,000.00	100.00		250.00
80	Site Cut/Fill	15,000.00	15,000.00			15,000.00	100.00		750.00
90	Strip/Replace Topsoil	10,000.00	10,000.00			10,000.00	100.00		500.00
100	Gravel Drive	40,000.00	40,000.00			40,000.00	100.00		2,000.00
110	Bioretention	25,000.00	25,000.00			25,000.00	100.00		1,250.00
120	E & S Measures	7,500.00	7,500.00			7,500.00	100.00		375.00
130	Clearing	7,500.00	7,500.00			7,500.00	100.00		375.00
140	Asphalt Base Stone	40,000.00	40,000.00			40,000.00	100.00		2,000.00
150	Restoration	10,000.00	10,000.00			10,000.00	100.00		500.00
170	Retaining Wall	15,000.00	15,000.00			15,000.00	100.00		750.00
180	Fence	10,000.00	10,000.00			10,000.00	100.00		500.00
190	Paving	50,000.00						50,000.00	
200	Concentrate Pump Station Slab	10,000.00	10,000.00			10,000.00	100.00		500.00
205	Concentrate Walls	15,000.00	15,000.00			15,000.00	100.00		750.00
210	Concentrate Top	10,000.00	10,000.00			10,000.00	100.00		500.00
215	Clearwell Slabs	20,000.00	20,000.00			20,000.00	100.00		1,000.00
220	Clearwell Walls	50,000.00	50,000.00			50,000.00	100.00		2,500.00
225	Clearwell Top	20,000.00	20,000.00			20,000.00	100.00		1,000.00
230	Tunnel Footing	10,000.00	10,000.00			10,000.00	100.00		500.00
235	Tunnel Walls	20,000.00	20,000.00			20,000.00	100.00		1,000.00
240	Tunnel Top	20,000.00	20,000.00			20,000.00	100.00		1,000.00
245	Lime Pit	10,000.00	10,000.00			10,000.00	100.00		500.00
250	Building Footings	15,000.00	15,000.00			15,000.00	100.00		750.00
255	Pads and Pipes Supports	15,000.00	15,000.00			15,000.00	100.00		750.00
260	Generator Pad	5,000.00	5,000.00			5,000.00	100.00		250.00
265	Concrete Rake per Detail D/S5	5,000.00	5,000.00			5,000.00	100.00		250.00
270	Building Slab	25,000.00	23,750.00			23,750.00	95.00	1,250.00	1,187.50

REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700911

Draw: #00013

Period Ending Date: 9/30/2011 Detail Page 3 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
310	Bldg.-Split Face	5,000.00	5,000.00			5,000.00	100.00		250.00
315	Bldg.-Brick & Precast	35,000.00	35,000.00			35,000.00	100.00		1,750.00
320	Bldg.-CMU	80,000.00	80,000.00			80,000.00	100.00		4,000.00
325	Pump Sta.-Split Face	5,000.00	5,000.00			5,000.00	100.00		250.00
330	Pump Sta.-Brick	7,500.00	7,500.00			7,500.00	100.00		375.00
335	Pump Sta.-CMU	7,500.00	7,500.00			7,500.00	100.00		375.00
420	Miscellaneous Metals	40,000.00	40,000.00			40,000.00	100.00		1,999.80
430	Rough Carpentry	5,000.00	5,000.00			5,000.00	100.00		250.00
440	Trusses	20,000.00	20,000.00			20,000.00	100.00		1,000.00
450	FRP Fabrications	10,000.00	10,000.00			10,000.00	100.00		500.00
460	Fluid Air Barrier	20,000.00	20,000.00			20,000.00	100.00		1,000.00
470	Caulking	5,000.00	5,000.00			5,000.00	100.00		250.00
480	Doors/Frames/Hardware	30,000.00	30,000.00			30,000.00	100.00		1,500.00
490	Overhead Door	15,000.00	15,000.00			15,000.00	100.00		750.00
500	Windows/Glazing	5,000.00	5,000.00			5,000.00	100.00		250.00
510	Drywall	8,000.00	8,000.00			8,000.00	100.00		400.00
515	Metal Framing	4,000.00	4,000.00			4,000.00	100.00		200.00
520	Tile/Flooring	5,000.00	5,000.00			5,000.00	100.00		250.00
530	Painting-Treatment Bldg.	18,000.00	18,000.00			18,000.00	100.00		900.00
535	Painting-Concentrate Pump Sta.	2,000.00	2,000.00			2,000.00	100.00		100.00
540	Louvers/Vents	5,000.00	5,000.00			5,000.00	100.00		250.00
550	Canopy	12,000.00	12,000.00			12,000.00	100.00		600.00
560	Yard Pipe	80,000.00	80,000.00			80,000.00	100.00		4,000.00
570	Interior Pipe	70,000.00	70,000.00			70,000.00	100.00		3,500.00
580	Furnish Pipe/Valves	150,000.00	150,000.00			150,000.00	100.00		7,500.00
590	Gates	60,000.00	60,000.00			60,000.00	100.00		3,000.00
600	Well Pumps	170,000.00	170,000.00			170,000.00	100.00		8,500.00
601	Extend Well #10 Casing	3,000.00	3,000.00			3,000.00	100.00		150.00
602	Install Well #10 Pump	12,000.00	12,000.00			12,000.00	100.00		600.00
603	Install Well #8 Pump	15,000.00						15,000.00	
610	Vertical Pumps	55,000.00	55,000.00			55,000.00	100.00		2,750.00
620	SST Pumps	150,000.00	150,000.00			150,000.00	100.00		7,500.00
630	Horz. Split Pumps	15,000.00	15,000.00			15,000.00	100.00		750.00

REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700911

Draw: #00013

Period Ending Date: 9/30/2011 Detail Page 4 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
640	Concentrate Pumps	55,000.00	55,000.00			55,000.00	100.00		2,750.00
650	Chemical Feed System	45,000.00	45,000.00			45,000.00	100.00		2,250.00
660	Lime Feed System	60,000.00	60,000.00			60,000.00	100.00		3,000.00
670	Laboratory Equipment	10,000.00	10,000.00			10,000.00	100.00		500.00
680	Casework	10,000.00	10,000.00			10,000.00	100.00		500.00
690	RO System-Submittals	75,000.00	75,000.00			75,000.00	100.00		3,750.00
695	RO System-Filters	45,000.00	45,000.00			45,000.00	100.00		2,250.00
700	RO System-CIP	60,000.00	60,000.00			60,000.00	100.00		3,000.00
705	RO System-Skid	380,000.00	380,000.00			380,000.00	100.00		19,000.00
710	RO System-I&C	115,000.00	115,000.00			115,000.00	100.00		5,750.00
715	RO System-Mech Services	20,000.00	20,000.00			20,000.00	100.00		1,000.00
720	RO System-I&C Services	35,000.00	35,000.00			35,000.00	100.00		1,750.00
790	Plumbing								
800	U.G. Plumbing	40,000.00	40,000.00			40,000.00	100.00		2,000.00
810	A.G. Plumbing	10,000.00	10,000.00			10,000.00	100.00		500.00
820	Fixtures	15,000.00	15,000.00			15,000.00	100.00		750.00
950	HVAC								
960	DMC Unit	25,000.00	25,000.00			25,000.00	100.00		1,250.00
970	Electric Heaters	25,000.00	25,000.00			25,000.00	100.00		1,250.00
980	Mini Split System	10,000.00	10,000.00			10,000.00	100.00		500.00
990	Aeon Unit	50,000.00	50,000.00			50,000.00	100.00		2,500.00
1000	Fans	30,000.00	30,000.00			30,000.00	100.00		1,500.00
1010	Duct	35,000.00	35,000.00			35,000.00	100.00		1,750.00
1020	Controls	10,000.00	10,000.00			10,000.00	100.00		500.00
1030	TABS	5,000.00						5,000.00	
1120	Electrical Site Work								
1125	Demo Temporary Electrical	1,000.00		1,000.00		1,000.00	100.00		50.00
1130	Install Site Lighting	4,000.00	3,000.00			3,000.00	75.00	1,000.00	150.00
1135	Install New Generator	4,000.00	4,000.00			4,000.00	100.00		200.00
1140	Elec Equip. Demo & Reinstallation								
1145	Install Temporary Power	7,000.00	7,000.00			7,000.00	100.00		350.00
1150	Install Temp.Pwr.to Shed/Pmp#8	3,000.00	3,000.00			3,000.00	100.00		150.00
1155	Tie-in Temp.Power to Pump	2,000.00	2,000.00			2,000.00	100.00		100.00

REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700911

Draw: #00013

Period Ending Date: 9/30/2011 Detail Page 5 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1160	Generator Relocate & Start Up	1,000.00	1,000.00			1,000.00	100.00		50.00
1165	Electrical Building								
1170	Install VFD's	140,000.00	140,000.00			140,000.00	100.00		7,000.00
1175	Install Switchboard	57,000.00	57,000.00			57,000.00	100.00		2,850.00
1180	Install Panelboards	9,000.00	9,000.00			9,000.00	100.00		450.00
1185	Install Transformers	6,000.00	6,000.00			6,000.00	100.00		300.00
1190	Install MCC	51,000.00	51,000.00			51,000.00	100.00		2,550.00
1195	Coordin. Study Safety Switches	22,000.00	22,000.00			22,000.00	100.00		1,100.00
1200	Electrical Rough In/Slab	21,000.00	21,000.00			21,000.00	100.00		1,050.00
1205	Duct Bank	14,000.00	14,000.00			14,000.00	100.00		700.00
1210	Rough In Interior Electrical	82,000.00	82,000.00			82,000.00	100.00		4,100.00
1215	Elec. Terminations/Trim Out	20,000.00	20,000.00			20,000.00	100.00		1,000.00
1220	Start Up Facility	5,000.00	5,000.00			5,000.00	100.00		250.00
1225	Install Branch Wire	10,000.00	10,000.00			10,000.00	100.00		500.00
1230	Install Feeder Wire	48,000.00	48,000.00			48,000.00	100.00		2,400.00
1235	Install Lighting	18,000.00	18,000.00			18,000.00	100.00		900.00
1240	Electrical Pump Station								
1245	Install Electrical	2,000.00	2,000.00			2,000.00	100.00		100.00
1250	Start Up Pump Station	1,000.00	1,000.00			1,000.00	100.00		50.00
1255	Electrical Tie-in #8 Well								
1260	Electrical	1,000.00						1,000.00	
1265	Start Up Well Pump	1,000.00						1,000.00	
1330	Generator	200,000.00	200,000.00			200,000.00	100.00		10,000.00
1340	Unit-Overexcavation	18,000.00						18,000.00	
1350	Unit-Conduit/Wire	1,800.00						1,800.00	
1400	CHANGE ORDER NO. 1								
1405	Lintel Change	2,233.00	2,233.00			2,233.00	100.00		111.65
1410	Owner Direct Purchase	-1,337,673.00	-1,337,673.00			-1,337,673.00	100.00		-66,883.65
1415	Form Liner Deletion	-1,360.00	-1,360.00			-1,360.00	100.00		-68.00
1420	Addn. Drinking Fountr./Mop Sink	5,342.00	5,342.00			5,342.00	100.00		267.10
1425	Understrength Conc. Test. Credit	-1,147.00	-1,147.00			-1,147.00	100.00		-57.35
1430	New Clearwell Ladders	6,929.00	6,929.00			6,929.00	100.00		346.45
1435	Addnl. Pipe 16" DI Connection	2,050.00	2,050.00			2,050.00	100.00		102.50
Totals		2,796,174.00	2,630,024.00	37,000.00		2,667,024.00	95.38	129,150.00	133,351.02

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning September 1, 2011 to September 30, 2011

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<i>Consent Order/Locality-HRSD Coordination</i> (HR04103-27)					
Coordination Activities	Lump Sum	94.20%	\$ 141,300.00	\$ 138,900.00	\$2,400.00
<i>Consent Order/SSO MOM Program Phase 2</i> (HR04103-40)					
Program Development Work	Lump Sum	100.00%	\$ 105,000.00	\$ 103,635.00	\$1,365.00
<i>Consent Order / SSES Task 1 Record Review</i> (HR04103-43R)					
Record Review	Lump Sum	14.70%	\$ 2,307.90	\$ -	\$2,307.90
<i>Consent Order / SSES Task 2 Pump Station Inspections</i> (HR04103-44R)					
Pump Station Inspections	Lump Sum	31.50%	\$ 12,127.50	\$ 9,702.00	\$2,425.50
<i>Consent Order / SSES Task 6 Pump Station Run Analysis</i> (HR04103-48R)					
Analysis of Run Time Data	Lump Sum	69.20%	\$ 9,272.80	\$ 8,174.00	\$1,098.80
<i>Consent Order / SSES Task 8 Data Analysis and Condition</i> (HR04103-50R)					
Data Analysis	Lump Sum	30.50%	\$ 20,435.00	\$ 12,328.00	\$8,107.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning September 1, 2011 to September 30, 2011

Water Model Update (HR04103-51R)					
Water Model Update	Lump Sum	100.00%	\$ 14,750.00	\$ 14,027.25	\$722.75
Design and Construction Standards Update (HR04103-52R)					
Design and Construction Standards Update	Lump Sum	17.00%	\$ 2,754.00	\$ 1,522.80	\$1,231.20
Water Tank RFP Assistance (HR04103-54R)					
Development of Contractor RFP Package	Lump Sum	92.86%	\$ 9,193.14	\$ 8,642.70	\$550.44
Private Property I/I Abatement Program (HR04103-57RI)					
Program Assistance	Lump Sum	5.00%	\$ 1,250.00	\$ -	\$1,250.00
Field Services Phase 2 CCTV (HR04103-58R)					
Field Services	Lump Sum	19.20%	\$ 23,040.00	\$ -	\$23,040.00
				TOTALS	\$45,111.09

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

<i>GENERAL REVIEW SERVICES (HR04103-02)</i> Dollar General Site Plan Submittal	Billing Period 2011	Fee Basis	Rate	Time Charged (Hours)	Fee Earned
<i>Project Labor</i>					
Technical Principal	September	Hourly	\$175.00	0.5	\$87.50
				Sub Total	\$87.50

TOTAL = \$87.50

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

<i>GENERAL REVIEW SERVICES (HR04103-02)</i> YMCA Parking Lot Addition Site Plan Review	Billing Period 2011	Fee Basis	Rate	Time Charged (Hours)	Fee Earned
<i>Project Labor</i>					
Technical Principal	September	Hourly	\$175.00	3	\$525.00
				Sub Total	\$525.00

TOTAL = \$525.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-27) Consent Order / HRSD-Locality Coordination	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Coordination Activities	September	Lump Sum	\$150,000.00	94.20%	\$141,300.00	\$138,900.00	\$2,400.00
Project Totals			\$150,000.00	94.20%	\$141,300.00	\$138,900.00	\$2,400.00

TOTAL = \$2,400.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-40) Consent Order / MOM Program Development Phase 2	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Program Development Activities	September	Lump Sum	\$105,000.00	100.00%	\$105,000.00	\$103,635.00	\$1,365.00
Project Totals			\$105,000.00	100.00%	\$105,000.00	\$103,635.00	\$1,365.00

TOTAL = \$1,365.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-43R) Consent Order / SSES Task 1 Record Review	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Record Review	September	Lump Sum	\$15,700.00	14.70%	\$2,307.90	\$0.00	\$2,307.90
Project Totals			\$15,700.00	14.70%	\$2,307.90	\$0.00	\$2,307.90

TOTAL = \$2,307.90

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-44R) Consent Order / SSES Task 2 Pump Station Inspections	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Field Tasks - Pump Station Inspections	September	Lump Sum	\$38,500.00	31.50%	\$12,127.50	\$9,702.00	\$2,425.50
Project Totals			\$38,500.00	31.50%	\$12,127.50	\$9,702.00	\$2,425.50

TOTAL = \$2,425.50

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-48R) Consent Order / SSES Task 6 Pump Run Time Analysis	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Analysis of Run Time Data	September	Lump Sum	\$13,400.00	69.20%	\$9,272.80	\$8,174.00	\$1,098.80
Project Totals			\$13,400.00	69.20%	\$9,272.80	\$8,174.00	\$1,098.80

TOTAL = \$1,098.80

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

<i>GENERAL REVIEW SERVICES (HR04103-50R)</i> Consent Order / SSES Task 8 Data Analysis and Condition	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Data Analysis	September	Lump Sum	\$67,000.00	30.50%	\$20,435.00	\$12,328.00	\$8,107.00
Project Totals			\$67,000.00	30.50%	\$20,435.00	\$12,328.00	\$8,107.00

TOTAL = \$8,107.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-51R) Water Model Update	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Water Model Update	September	Lump Sum	\$14,750.00	100.00%	\$14,750.00	\$14,027.25	\$722.75
Project Totals			\$14,750.00	100.00%	\$14,750.00	\$14,027.25	\$722.75

TOTAL = \$722.75

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-52R) Design and Construction Standards Update	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Design and Construction Standards Update	September	Lump Sum	\$16,200.00	17.00%	\$2,754.00	\$1,522.80	\$1,231.20
Project Totals			\$16,200.00	17.00%	\$2,754.00	\$1,522.80	\$1,231.20

TOTAL = \$1,231.20

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

<i>GENERAL REVIEW SERVICES (HR04103-54R)</i> Water Tank RFP Assistance	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Development of Contractor RFP Package	September	Lump Sum	\$9,900.00	92.86%	\$9,193.14	\$8,642.70	\$550.44
Project Totals			\$9,900.00	92.86%	\$9,193.14	\$8,642.70	\$550.44

TOTAL = \$550.44

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-57RI) Private Property I/I Abatement Program	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
<i>Project Labor</i>							
Program Assistance	September	Lump Sum	\$25,000.00	5.00%	\$1,250.00	\$0.00	\$1,250.00
Project Totals			\$25,000.00	5.00%	\$1,250.00	\$0.00	\$1,250.00

TOTAL = \$1,250.00

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING SEPTEMBER 1, 2011 TO SEPTEMBER 30, 2011

GENERAL REVIEW SERVICES (HR04103-58R) Field Services Phase 2 CCTV	Billing Period (2011)	Fee Basis	Fee	% Complete	Amount Earned	Prior Invoice Amount	Amount Due
Project Labor							
Field Services	September	Lump Sum	\$120,000.00	19.20%	\$23,040.00	\$0.00	\$23,040.00
Project Totals			\$120,000.00	19.20%	\$23,040.00	\$0.00	\$23,040.00

TOTAL = \$23,040.00



Draper Aden Associates

Engineering • Surveying • Environmental Services

Progress Report

To: Ms. Sonja Pruitt
Company: Town of Smithfield
From: Andy Snyder
Project Name: Annual Engineering Services Contract – September 2011 Invoices
Project Number: HR04103-02, HR04103-27, HR04103-40, HR04103-43R, HR04103-44R, HR04103-48R, HR04103-50R, HR04103-51R, HR04103-52R, HR04103-54R, HR04103-57RI, HR04103-58R
Date: October 14, 2011
cc: Bill Hopkins, Scott Schiller

Recent Activities:

1. HR04103-02 – Review of the Dollar General and YMCA Parking Addition Site Plan submittals.
2. HR04103-27 – Continued coordination with the Town of Smithfield and other Consent Order related parties, attended Capacity Team meetings, provided general Consent Order related assistance and continued to assist the Town with miscellaneous information requests.
3. HR04103-40 – Completed all tasks associated with the MOM Program Phase 2 scope of work.
4. HR04103-43R – Began to organize approach for collecting record related information from the Town of Smithfield and attended kick-off meeting with Town to discuss.
5. HR04103-44R – Prepared for and attended kick-off meeting with Town to discuss pump station inspection activities.
6. HR04103-48R – Continued analysis of pump run time data that has been submitted to date.
7. HR04103-50R – Continued to organize the data collected throughout the SSES field service tasks and generate condition assessment reports.
8. HR04103-51R – Completed the water model update and provided conclusions to the Town for their consideration.
9. HR04103-52R – Continued to research examples that could be used for revisions to the Town's design and construction standards.
10. HR04103-54R – Provided a draft third party inspection RFP to the Town for their review.
11. HR04103-57RI – Assisted the Town with development of their Private Property I/I Abatement Program.
12. HR04103-58R – Prepared for CCTV field inspections and rented cameras for use in the field.

Upcoming Tasks:

1. HR04103-02 – Site plan review will be conducted on an as needed basis.
2. HR04103-27 – Attend meetings and coordinate with Town/other localities as necessary.
3. HR04103-40 – Task is complete.
4. HR04103-43R – Schedule meeting with Town to discuss SEMS data availability.

\\Hmp-files\projects\HR04\100\HR04103\HR04103-02\WORK\Billing File\2011 Invoice Files\September 2011\September 2011 Progress Report 10-14-11.doc

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Blacksburg • Charlottesville • Richmond

5. HR04103-44R – Complete preparations and conduct pump station inspections.
6. HR04103-48R – Continue analysis of pump run time data as it is submitted monthly by the Town of Smithfield.
7. HR04103-50R – Continue analysis of the data collected during the SSES field service tasks and to develop condition assessment report documentation.
8. HR04103-51R – Task is complete.
9. HR04103-52R – Continue to research examples and options for revisions to the Town's design and construction standards.
10. HR04103-54R – Attend Water Tank Maintenance RFP interviews and revised Third Party Inspection RFP as necessary.
11. HR04103-57RI – Attend Private Property I/I Abatement Program meeting with HRSD and B&C and continue to assist the Town with development of their program.
12. HR04103-58R – Begin CCTV inspections.

Scope Changes:

1. None

Budget Status/Percent Complete

1. HR04103-02 – Time and materials task. All work is being done within expected budgetary limits.
2. HR04103-27 – 94.20%
3. HR04103-40 – 100.00%
4. HR04103-43R – 14.70%
5. HR04103-44R – 31.50%
6. HR04103-48R – 69.20%
7. HR04103-50R – 30.50%
8. HR04103-51R – 100.00%
9. HR04103-52R – 17.00%
10. HR04103-54R – 92.86%
11. HR04103-57RI – 5.00%
12. HR04103-58R – 19.20%

Schedule Status/Deliverable Status

1. HR04103-02 – On schedule.
2. HR04103-27 – On-going task for duration of Consent Order Project.
3. HR04103-40 – Task is complete.
4. HR04103-43R – On schedule based on VDEQ deadlines.
5. HR04103-44R – On schedule based on VDEQ deadlines.
6. HR04103-48R – On schedule based on VDEQ deadlines.
7. HR04103-50R – On schedule based on VDEQ deadlines.
8. HR04103-51R – Task is complete.
9. HR04103-52R – On schedule.
10. HR04103-54R – On schedule.
11. HR04103-57RI – On schedule based on VDEQ deadlines.
12. HR04103-58R – On schedule based on VDEQ deadlines.

Ms. Sonja Pruitt
October 14, 2011
Page 3

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

1. None

Issues you should be aware of/ any other issues:

1. None

Dixon Hughes Goodman LLP
 701 Town Center Drive, Suite 700,
 Newport News, VA 23606-4295



Town of Smithfield, Virginia
 P.O. Box 246
 Smithfield, VA 23431-0246

Client No. 013095

Statement Date: 10/3/2011

STATEMENT

Invoice	Date	Description	Charge	Credit	Balance
Opening Balance As Of 9/1/2011					
945318	8/30/2011	Prior Invoice	12,500.00		12,500.00
Current Activity Through 10/3/2011					
949885	9/29/2011	Invoice	15,000.00		27,500.00
Current Balance					\$ 27,500.00

*paying
on
10-6-11*

Claire

VENDOR # _____
 ACCOUNT # _____
 DEPT HEAD ed
 TOWN MANAGER PLS

009 205

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
15,000.00	12,500.00	0.00	0.00	0.00	\$ 27,500.00



We appreciate your business and thank you for your prompt payment.
 Please include a copy of your statement with payment.

T 757.873.1033 | dhgllp.com

Please remit to:
 Dixon Hughes Goodman LLP
 P.O. Box 66528
 Virginia Beach, VA 23466



DIXON HUGHES GOODMAN
Certified Public Accountants and Advisors

Please write your Client No. on your check. Our invoices are due upon presentation. Please remit in the enclosed envelope.

Town of Smithfield, Virginia
P.O. Box 246
Smithfield, VA 23431-0246

Client No. 013095.000

Date 09/29/2011
Invoice No. 949885

For Professional Services Rendered:

Progress billing in connection with planning and interim fieldwork for our
Audit of the Town's financial statements for the year ended June 30, 2011. \$ 15,000.00

Invoice Total \$ 15,000.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
15,000.00	12,500.00	0.00	0.00	0.00	27,500.00



Due on presentation.
1.5% late fee charge per month added after 30 days.
Please include a copy of your invoice with payment.
T 757.873.1033 | dhgllp.com

Please remit to:
Dixon Hughes Goodman LLP
P.O. Box 66528
Virginia Beach, VA 23466



Isle of Wight County

PO Box 80
Isle of Wight, VA 23397
757-365-6273

Original

INVOICE

E911 FY2011 TRUE-UP

Invoice Date 10/14/2011	Invoice No. 531
Customer Number 52299	
Invoice Total Due \$32,869.30	
Amount Paid	

Due upon receipt

TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD, VA 23431

B
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09350182012300000531400032869307

Isle of Wight County, Isle of Wight, VA 23397

Invoice Date 10/14/2011 Customer Number 52299

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
E911 TRUE-UP	1.00	\$32,869.30	EACH	\$32,869.30	\$0.00	\$0.00	\$32,869.30

GL ACCOUNT SUMMARY:

Organization	Object	Project	GL Amount
2400	1135		\$32,869.30

Please make checks payable to Isle of Wight County

Invoice Total:

\$32,869.30

VENDOR # _____

ACCOUNT # _____

DEPT HEAD eds _____

TOWN MANAGER PLS _____

INVOICE DUE UPON RECEIPT

ISLE OF WIGHT COUNTY
DEPARTMENT OF BUDGET AND FINANCE

REQUEST FOR BILLING

Please Bill:

Organization Name: Town of Smithfield

Contact Person: Ellen Minga

Address: _____

City / State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

In the amount of: \$32,869.30

For the following: (please provide specifics)

FY 11 E-911 True-up

(True-up attached)

Smithfield total portion \$55,823.30

Smithfield pre-payment \$22,954.00

Net due \$32,869.30

Charge Code:	<u>E 911</u>	Invoice#	<u>531</u>
Customer#	<u>52299</u>	Batch#	<u>90</u>

Credit to Org - Object: 1100-1133

Requested By: N. Mayo Date: 09.23.11

Approved By: _____ Date: _____
Michael Terry, Director of Budget and Finance

**Isle of Wight County
E911 True Up Summary**

	FY02-03	FY03-04	FY04-05	Note	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11
Revenues:										
E911 Collections	\$ 532,267.47	\$ 518,950.48	\$ 516,165.76		\$ 531,942.42	\$ 264,207.92	\$ -	\$ -		
Miscellaneous					2,935.97					
E911 Wireless Grant						53,835.51	124,187.22	100,903.00	71,156.98	84,100.57
PSAP Grant							22,128.35	26,271.00	-	150,000.00
Prior Year E911 Grant Funds						6,584.90				
County Portion of Communications Tax						262,248.04	611,581.84	555,663.52	557,980.11	555,218.08
T/W Portion of Communications Tax						2,710.96	5,269.19	5,129.09	4,450.41	4,794.24
T/S Portion of Communications Tax						9,613.71	18,885.57	18,188.35	15,784.90	16,127.35
Total Revenue	\$ 532,267.47	\$ 518,950.48	\$ 516,165.76		\$ 534,878.39	\$ 601,201.04	\$ 781,852.17	\$ 706,154.96	\$ 649,352.40	\$ 810,240.24
Operating Expenditures:										
Salaries & Wages	\$ 202,157.40	\$ 230,702.64	\$ 309,601.79		\$ 254,739.61	\$ 399,118.12	\$ 439,544.80	\$ 384,389.52	405,566.98	410,876.08
Part-Time Salaries	8,057.41	28,322.50	1,723.00		13,861.08	41,356.32	16,963.65	143,918.79	113,767.86	54,116.17
Overtime	21,682.74	28,311.15	28,950.66		33,153.14	17,795.57	14,799.35	11,749.96	10,099.89	15,228.87
Fringe Benefits	48,813.90	63,189.70	65,512.66		75,031.58	142,867.97	136,087.67	157,461.73	162,610.52	173,728.41
Equipment Repairs & Maint	11,678.28	12,232.23	45,051.91	1	43,539.84	62,243.60	48,284.57	81,835.60	114,044.63	154,670.94
Professional Services									1,400.00	1,097.99
Advertising	144.50	-	-		-	-	-	-	-	-
Postage	31.81	28.15	93.12		259.07	17.23	35.41	98.65	19.78	4.29
Telephone	680.17	862.98	849.86		850.21	1,267.64	2,733.55	6,378.43	9,177.78	5,193.96
Office Supplies	2,474.03	2,536.65	3,001.65		2,689.44	2,631.51	2,861.26	2,127.36	2,307.04	2,088.34
Motor Fuel, Repairs	194.15	172.10	163.77		187.79	182.46	182.05	8.27	-	-
Clothing	-	1,754.50	625.00		499.00	-	2,101.50	1,355.19	-	-
Dues & Subscriptions	753.85	1,536.74	1,321.90		1,297.07	1,111.45	1,491.00	1,251.00	440.00	454.41
Operating Expenses	-	-	113,768.28	2	32,373.79	29,332.06	51,285.92	35,413.56	37,678.93	41,223.03
Travel & Training	5,609.62	9,208.45	8,746.65		8,236.74	12,934.62	11,914.28	5,444.15	4,641.11	3,265.00
Equipment	79,637.93	141,699.19	49,331.76	3	5,767.02	15,837.43	132,976.97	125,389.34	4,329.10	150,703.98
GIS Operations	20,000.00	4,400.00	12,981.15		2,500.00	-	-	-	-	-
Rental / Principal Lease Pymts	112,817.71	82,874.44	71,471.22		89,315.39	81,706.08	61,827.20	56,383.99	29,128.94	20,882.06
Interest Lease Pymts	-	7,158.83	14,982.97		12,934.57	8,543.68	4,117.03	1,926.89	57.61	-
Total Operating	514,733.50	614,990.25	748,177.35		577,265.34	816,945.96	927,206.21	1,015,132.63	895,270.17	1,033,533.43
Transfer to Reserve for Capital	100,000.00	-	-		-	-	-	-	-	-
Total Expenditures	\$ 614,733.50	\$ 614,990.25	\$ 748,177.35		\$ 577,265.34	\$ 816,945.96	\$ 927,206.21	\$ 1,015,132.63	\$ 895,270.17	\$ 1,033,533.43
Net Operating / (Deficit)	\$ (82,466.03)	\$ (96,039.77)	\$ (231,991.59)		\$ (42,386.95)	\$ (215,744.92)	\$ (145,354.04)	(308,977.67)	(245,917.77)	(223,293.19)
Adjustments for Sharing Calculation:										
100% County Funded Expenditures	84,157.00	145,241.76	9,297.35		2,279.45	-	-	-	-	-
Costs associated with Redundant Center						1,370.94	73,944.16	84,868.00	32,741.00	-
Net Operating / (Deficit) to be Shared	\$ (18,309.03)	\$ 49,201.99	\$ (222,694.24)		\$ (40,107.50)	\$ (214,373.98)	\$ (71,409.88)	\$ (224,109.67)	\$ (213,176.77)	\$ (223,293.19)
County Portion (67%)	\$ (12,267.05)	\$ -	\$ (149,205.14)		\$ (26,872.03)	\$ (143,630.57)	\$ (47,844.62)	(150,153.48)	(142,826.44)	(149,806.44)
Town of Smithfield Portion (25%)	(4,577.26)	-	(55,673.56)		(10,028.88)	(53,593.50)	(17,852.46)	(56,027.41)	(53,294.19)	(55,823.30)
Town of Windsor Portion (8%)	(1,464.72)	-	(17,815.54)		(3,208.60)	(17,149.92)	(5,712.79)	(17,928.77)	(17,054.14)	(17,863.46)
Total Shared Expenses	\$ (18,309.03)	\$ -	\$ (222,694.24)		\$ (40,107.50)	\$ (214,373.98)	\$ (71,409.88)	\$ (224,109.67)	\$ (213,176.77)	\$ (223,293.19)

Note:

- Maintenance Contract on OSS1 was billed and paid incorrectly by \$7,580, credit will be taken in '06. The maintenance contract for the stratus server (\$10,246) was not budgeted.
- Operating Expenses (Verizon) were incorrectly posted in FY04 to the equipment line item and charges due to Verizon for the period Oct '03 - July '04 were not paid until August '04 due to a dispute in the billing.
- Reduction in equipment line item from '04 to '05 is due to changing the posting of operating expenses. However, it does include \$38,584 for an additional microwave hop from the water tower to the City Hall Bldg as approved by the E911 Board.
- FY 10-11 County portion offset by Unappropriated Fund Balance to fund current year expenditures

Sonja Pruitt
 Town of Smithfield
 310 Institute Street
 P.O. Box 246
 Smithfield, VA 23431

Project Manager Michael Tippin
 Principal David Bradshaw

Project 4028 South Church Street Additional CA Services, Smithfield, VA (IDQ 3152)
NTE \$20,120.00

Professional Services for the Period through September 30, 2011

Fee	20,120.00			
Percent Complete	10.00	Total Earned	2,012.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	2,012.00	
		Fee		2,012.00
		Invoice Total:		\$2,012.00

Clark Nexsen - Deborah A. Gill

dagill

VENDOR # _____
 ACCOUNT # 41300-8100 → 13652.77
005-43000-7100 → 1829.00
 DEPT HEAD W.F.F. \$ 15,481.77 Total
 TOWN MANAGER PLS

CLARK • NEXSEN

Architecture & Engineering

Invoice

September 30, 2011

Invoice No: 46526

Sonja Pruitt
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, VA 23431

Project Manager Michael Tippin
Principal David Bradshaw

Project 3683 South Church Street Construction Inspection Services (IDQ 3152)

Professional Services for the Period through September 30, 2011

Description	Total Fee	Percent Complete	Total Fee Earned	Prior Fee Earned	Current Fee Earned
CA - Office	194,034.00	52.00	100,897.68	89,256.91	11,640.77
Total Fee	194,034.00		100,897.68	89,256.91	11,640.77
	Subtotal				11,640.77
			Invoice Total:		\$11,640.77

Outstanding Invoices

Number	Date	Balance
45834	5/31/2011	21,303.54
45951	6/30/2011	10,756.96
46347	8/31/2011	4,354.16
Total		36,414.66

Clark Nexsen - Deborah A. Gill



CLARK • NEXSEN

Architecture & Engineering

Invoice

September 30, 2011

Invoice No: 46522

Sonja Pruitt
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, VA 23431

Project Manager Michael Tippin
Principal David Bradshaw

Project 3682 South Church Street Waterline Replacement (IDQ 3152)

Professional Services for the Period through September 30, 2011

Description	Total Fee	Percent Complete	Total Fee Earned	Prior Fee Earned	Current Fee Earned
Study	3,940.00	100.00	3,940.00	3,940.00	0.00
60% Design	21,910.00	100.00	21,910.00	21,910.00	0.00
100% Design	9,940.00	100.00	9,940.00	9,940.00	0.00
Final Design	4,340.00	100.00	4,340.00	4,340.00	0.00
Direct Costs	1,100.00	100.00	1,100.00	1,100.00	0.00
Additional Services	7,000.00	35.00	2,450.00	2,450.00	0.00
Change Order #1	36,580.00	30.00	10,974.00	9,145.00	1,829.00
Total Fee	84,810.00		54,654.00	52,825.00	1,829.00
	Subtotal				1,829.00
			Invoice Total:		\$1,829.00

Outstanding Invoices

Number	Date	Balance
45934	6/30/2011	1,829.00
46343	8/31/2011	3,658.00
Total		5,487.00

Clark Nexsen - Deborah A. Gill



October 20, 2011

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

Explanation of Amount Certified

Application No: 10
Application Date: 10/13/2011
Period To: 10/07/2011

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 821396

The items within the "Change Order Summary" have not been approved. This amount has been removed from all line items and affects the "Current Payment Due".

The amount certified was adjusted as shown below:

Contract Sum to Date..... \$2,593,555.5
Total Completed and Stored to Date..... \$968,490.30
Total Earned Less Retainage..... \$968,490.30
Current Payment Due..... \$105,843.80

VENDOR # EXCEL
ACCOUNT # 100-41300-8100
DEPT HEAD W.T.Z.
TOWN MANAGER PLS

REGISTRATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SOUTHFIELD
P.O. BOX 285
SOUTHFIELD, VA. 23089

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

APPLICATION NO.: 18
APPLICATION DATE: 09/13/2011
PERIOD TO: 10/27/2011

SUBMITTED FROM: Exact Paving Corporation
1132 Highway Road
Norfolk, Virginia 23502

JOB #: 1188
ARCHITECT:

EN03-300-100, C502, UPC9557/93722
CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821396

CONTRACTOR'S APPLICATION FOR PAYMENT

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

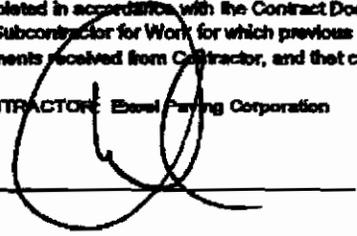
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL	\$ 13,772.38	\$ -
Approved this Month		
Date Approved		
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ 13,772.38	\$ -
Net Change by Change Orders	\$ 13,772.38	\$ -

ORIGINAL CONTRACT SUM	\$ 2,583,555.50
Net Change by Change Orders To.....	-\$ 13,772.38 \$0.00 (Line 1+2)
Contract Sum To Date.....	-\$ 2,607,327.88 \$2,593,555.50
Total Completed and Stored To Date.....	-\$ 982,262.68 \$968,490.30 (Column G)
Retainage:	
0% of Completed Work	\$ - (Columns D + E)
10% of Stored Material	\$ - (Column F)
Total Retainage.....	\$ -
Total Earned Less Retainage.....	-\$ 992,262.68 \$968,490.30 (Line 4 less Line 5 Total)
Less Owner Direct Pymt by Purchase Ord.	\$ -
Less Previous Payments.....	-\$ 787,480.00 \$862,646.50 (Line 6 from prior Certificates)
Current Payment Due.....	-\$ 113,627.75 \$105,843.80
Balance to Finish including Retainage.....	-\$ 1,625,665.20 \$1,595,065.20 (Line 3 less Line 6)

Not Approved

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

CONTRACTOR: Exact Paving Corporation

By: 

Date: 10-13-11

State of Virginia
City of Norfolk
Subscribed and sworn to before me this 13th day of October 2011
NOTARY PUBLIC:
Signed: 
My Commission Expires: December 31, 2012

CAROLIA PAULINE GUNTER
NOTARY PUBLIC
REGISTRATION # 7204008
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ \$105,843.80
(Attach explanation if amount certified differs from Amount applied for.)
ARCHITECT: Clark Nexsen

By:  Date: 10/20/2011

0001/004

CAVGL PAYING

27100810/01 03:00 PM 10/20/2011



CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

pg of

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

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

APPLICATION: 10
INVOICE NO.: 823396

ENDS-300-106, C602, UPC95571/33722

ESTIMATE FOR PERIOD ENDING:
8/7/2011 thru 10/7/2011

SUBCONTRACTOR:
EXCEL PAVING CORP.

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

ITEM NO.	LINE ITEM DESCRIPTION	FROM SCHEDULE OF PRICES					TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA Funding Breakdown	ENHANCE Funding Breakdown	URBAN Funding Breakdown	TOWN Funding Breakdown
		SCHEDULED	SCHEDULED	PREVIOUSLY	FOR	TOTAL TO	SCHEDULED	TOTAL	TOTAL DUE	TOTAL DUE	THIS PERIOD	TO DATE	THIS PERIOD	TO DATE				
		UNIT	QUANTITY	REPORTED	MONTH	DATE	UNIT PRICE	CONTRACT										
1	General Items																	
1	Mobilization	LS	1.00	0.79	0.05	0.84	\$176,500.00	\$ 176,500.00	\$ 8,825.00	\$148,260.00	\$ 58,245.00	\$ 90,015.00						
2	Construction Surveying	LS	1.00	0.50	0.10	0.60	\$ 12,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00						
3	SM-9.5 A Surface Course	TN	840.00	0.00	0.00	0.00	\$ 94.00	\$ 78,960.00	\$ -	\$ -	\$ -	\$ 7,200.00						
4	IM-19.0 Intermediate Course	TN	1,000.00	21.28	0.00	21.28	\$ 96.00	\$ 96,000.00	\$ -	\$ 2,042.88	\$ 2,042.88	\$ 2,042.88						
5	BM-25 Base Course	TN	1,000.00	206.38	0.00	206.38	\$ 96.00	\$ 96,000.00	\$ -	\$ 19,812.48	\$ 19,812.48	\$ 19,812.48						
6	Aggregate Material Size 21-A	TN	3,400.00	1,412.07	286.45	1,698.52	\$ 27.00	\$ 91,800.00	\$ 7,194.15	\$ 45,320.04	\$ 5,403.86	\$ 38,916.18						
7	Combination 4" Curb and Gutter	LF	4,800.00	617.00	0.00	617.00	\$ 29.00	\$ 133,400.00	\$ -	\$ 17,893.00	\$ 17,893.00	\$ 17,893.00						
8	4" Curb	LF	450.00	245.00	0.00	245.00	\$ 22.80	\$ 10,250.00	\$ -	\$ 5,608.80	\$ 5,608.80	\$ 5,608.80						
9	VDOT Std CG-2	LF	110.00	0.00	0.00	0.00	\$ 23.00	\$ 2,530.00	\$ -	\$ -	\$ -	\$ -						
10	VDOT Std CG-6	LF	180.00	0.00	0.00	0.00	\$ 29.00	\$ 4,940.00	\$ -	\$ -	\$ -	\$ -						
11	3" Valley Gutter	LF	500.00	348.50	0.00	348.50	\$ 27.50	\$ 13,750.00	\$ -	\$ 9,583.75	\$ 9,583.75	\$ 9,583.75						
12	Residential Drive	SY	350.00	61.80	0.00	61.80	\$ 99.50	\$ 34,825.00	\$ -	\$ 6,149.10	\$ 6,149.10	\$ 6,149.10						
13	Commercial Drive	SY	200.00	0.00	0.00	0.00	\$ 152.00	\$ 30,400.00	\$ -	\$ -	\$ -	\$ -						
14	Stamped Asphalt Crosswalk	SY	500.00	0.00	0.00	0.00	\$ 66.00	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -						
15	Reset Existing Pavers	SY	250.00	0.00	0.00	0.00	\$ 117.50	\$ 29,375.00	\$ -	\$ -	\$ -	\$ -						
16	Paver Sidewalk	SY	2,100.00	0.00	0.00	0.00	\$ 94.65	\$ 198,765.00	\$ -	\$ -	\$ -	\$ -						
17	Unit Paver Accessible Ramp	SY	50.00	0.00	0.00	0.00	\$ 175.00	\$ 8,750.00	\$ -	\$ -	\$ -	\$ -						
18	Remove Existing Brick Work and Set, Hinge, and Grout	VSF	1,800.00	270.00	0.00	270.00	\$ 30.00	\$ 48,000.00	\$ -	\$ 8,100.00	\$ 8,100.00	\$ 8,100.00						
19	Regular Excavation	CY	3,200.00	1,107.00	179.00	1,286.00	\$ 35.00	\$ 112,000.00	\$ 6,285.00	\$ 45,010.00	\$ 11,340.00	\$ 33,670.00						
20	Select Fill	CY	1,000.00	292.00	0.00	292.00	\$ 16.00	\$ 16,000.00	\$ -	\$ 4,672.00	\$ 4,672.00	\$ 4,672.00						
21	4" Topsoil Class A	AC	1.00	0.14	0.00	0.14	\$ 17,850.00	\$ 17,850.00	\$ -	\$ 2,499.00	\$ 2,499.00	\$ 2,499.00						
22	12" Storm Drainage Pipe	LF	165.00	0.00	0.00	0.00	105.00	\$ 17,325.00	\$ -	\$ -	\$ -	\$ -						
23	15" Storm Drainage Pipe	LF	1,430.00	715.00	0.00	715.00	105.00	\$ 150,150.00	\$ -	\$ 75,075.00	\$ 13,440.00	\$ 61,635.00						
24	18" Storm Drainage	LF	270.00	222.00	0.00	222.00	108.00	\$ 29,160.00	\$ -	\$ 23,976.00	\$ 23,976.00	\$ 23,976.00						
25	21" Storm Drain	LF	530.00	0.00	128.00	128.00	\$ 136.00	\$ 73,140.00	\$ 17,684.00	\$ 17,684.00	\$ 17,684.00	\$ 17,684.00						
26	24" Storm Drain	LF	655.00	513.00	117.00	630.00	\$ 139.00	\$ 91,045.00	\$ 16,263.00	\$ 87,570.00	\$ 87,570.00	\$ 87,570.00						
27	DI-1	EA	5.00	2.00	0.00	2.00	\$ 3,735.00	\$ 18,675.00	\$ -	\$ 7,470.00	\$ 7,470.00	\$ 7,470.00						
28	MH-1	EA	9.00	6.00	0.00	6.00	\$ 3,718.00	\$ 33,462.00	\$ -	\$ 22,308.00	\$ 22,308.00	\$ 22,308.00						
29	DI-3-B L=4'	EA	4.00	2.50	0.00	2.50	\$ 2,040.00	\$ 11,760.00	\$ -	\$ 7,350.00	\$ 2,940.00	\$ 2,940.00						
30	DI-3B L=6'	EA	7.00	3.00	0.00	3.00	\$ 2,962.00	\$ 20,864.00	\$ -	\$ 8,886.00	\$ 8,886.00	\$ 8,886.00						
31	DI-3-b L=8'	EA	2.00	1.00	0.00	1.00	\$ 3,206.00	\$ 6,412.00	\$ -	\$ 3,206.00	\$ 3,206.00	\$ 3,206.00						
32	DI-3C L=6'	EA	2.00	2.00	0.00	2.00	\$ 2,892.00	\$ 5,784.00	\$ -	\$ 5,784.00	\$ 5,784.00	\$ 5,784.00						
33	DI-3BB L=4'	EA	2.00	3.00	0.00	3.00	\$ 4,251.00	\$ 8,502.00	\$ -	\$ 12,753.00	\$ 12,753.00	\$ 12,753.00						
34	DI-3BB L=6'	EA	8.00	2.00	2.50	4.50	\$ 4,314.00	\$ 34,512.00	\$ 10,765.00	\$ 19,413.00	\$ 19,413.00	\$ 19,413.00						
35	DI-3CC L=6'	EA	1.00	0.00	0.00	0.00	\$ 5,217.00	\$ 5,217.00	\$ -	\$ -	\$ -	\$ -						
36	18" Flared End Section	EA	1.00	1.00	0.00	1.00	\$ 1,957.00	\$ 1,957.00	\$ -	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00						
37	Select Fill For Trenches	CY	1,700.00	382.00	291.00	673.00	\$ 18.00	\$ 27,200.00	\$ 4,656.00	\$ 10,788.00	\$ 4,928.00	\$ 1,184.00						
38	Adjust Rim to Finished Grade	EA	7.00	0.00	0.00	0.00	\$ 800.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -						
39	Timber Bulkhead Modification	LS	1.00	1.00	0.00	1.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00						
40	Temporary Filter Barrier	LF	1,100.00	1,556.00	0.00	1,556.00	\$ 2.00	\$ 2,200.00	\$ -	\$ 3,112.00	\$ 720.00	\$ 2,392.00						
41	Tree Fences	LF	450.00	813.00	0.00	813.00	\$ 7.50	\$ 3,375.00	\$ -	\$ 6,097.50	\$ 1,072.50	\$ 5,025.00						
42	Inlet Protection	LF	29.00	4.00	0.00	4.00	\$ 100.00	\$ 2,900.00	\$ -	\$ 400.00	\$ 400.00	\$ 400.00						
43	Construction Entrance	LS	1.00	0.00	1.00	1.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00						

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

pg of

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

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA EN03-300-108, CS02, UPC9557/83/ZZ	APPLICATION: INVOICE NO.: 10 821398 ESTIMATE FOR PERIOD ENDING: 8/7/2011 thru 10/7/2011 SUBCONTRACTOR: EXCEL PAVING CORP. SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23602
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ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	TOTAL QUANTITIES REQUESTED			UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
				PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown	Funding Breakdown
44	Demolition	LS	1.00	0.65	0.10	0.75	106,639.00	\$ 106,639.00	\$ 10,663.90	\$ 79,879.25	\$ 15,995.85	\$ 63,883.40		
45	4" Solid Double Yellow Line	LF	2,880.00	0.00	0.00	0.00	\$ 0.88	\$ 1,088.00	\$ -	\$ -				
46	6" Solid White Lane Line	LF	270.00	0.00	0.00	0.00	\$ 0.50	\$ 135.00	\$ -	\$ -				
47	4" White Mini Skip Line	LF	310.00	0.00	0.00	0.00	\$ 0.50	\$ 155.00	\$ -	\$ -				
48	4" Solid White Parking Stripe	LF	300.00	0.00	0.00	0.00	\$ 0.50	\$ 150.00	\$ -	\$ -				
49	24" Solid White Stop Bar	LF	85.00	0.00	0.00	0.00	\$ 2.50	\$ 212.50	\$ -	\$ -				
50	Single Arrow	EA	3.00	0.00	0.00	0.00	\$ 47.00	\$ 141.00	\$ -	\$ -				
51	Double Arrow	EA	4.00	0.00	0.00	0.00	\$ 80.00	\$ 320.00	\$ -	\$ -				
52	Only	EA	1.00	0.00	0.00	0.00	100.00	\$ 100.00	\$ -	\$ -				
53	Handicap Parking Symbol	EA	1.00	0.00	0.00	0.00	60.00	\$ 60.00	\$ -	\$ -				
54	Handicap Parking Sign	EA	2.00	0.00	0.00	0.00	\$ 135.00	\$ 270.00	\$ -	\$ -				
55	Stop Sign	EA	1.00	0.00	0.00	0.00	\$ 160.00	\$ 160.00	\$ -	\$ -				
56	Attach Stop Sign to Existing Round Sign	EA	1.00	0.00	0.00	0.00	\$ 125.00	\$ 125.00	\$ -	\$ -				
57	Relocate Sign	EA	4.00	0.00	0.00	0.00	\$ 100.00	\$ 400.00	\$ -	\$ -				
58	Maintenance of Traffic	LS	1.00	0.55	0.05	0.60	\$ 75,000.00	\$ 75,000.00	\$ 3,750.00	\$ 45,000.00	\$ 17,250.00	\$ 27,750.00		
59	Ginkgo Biloba	EA	3.00	0.00	0.00	0.00	\$ 550.00	\$ 1,650.00	\$ -	\$ -				
60	Crape Myrtle	EA	20.00	0.00	0.00	0.00	\$ 220.00	\$ 4,400.00	\$ -	\$ -				
61	Chaste Tree	EA	24.00	0.00	0.00	0.00	\$ 220.00	\$ 5,280.00	\$ -	\$ -				
62	Elm	EA	3.00	0.00	0.00	0.00	\$ 330.00	\$ 990.00	\$ -	\$ -				
63	Autumn Embree Azalea	EA	48.00	0.00	0.00	0.00	\$ 38.00	\$ 1,862.00	\$ -	\$ -				
64	Blushing Bride Hydrangea	EA	10.00	0.00	0.00	0.00	\$ 28.00	\$ 280.00	\$ -	\$ -				
65	Soft Touch Holly	EA	31.00	0.00	0.00	0.00	\$ 27.00	\$ 837.00	\$ -	\$ -				
66	Indian Hawthorne	EA	42.00	0.00	0.00	0.00	\$ 27.00	\$ 1,134.00	\$ -	\$ -				
67	Ground Cover/ Perennials	SY	720.00	0.00	0.00	0.00	\$ 55.00	\$ 39,600.00	\$ -	\$ -				
68	Sodding	SY	5,000.00	750.00	0.00	750.00	\$ 3.50	\$ 17,500.00	\$ -	\$ 2,625.00		\$ 2,625.00		
69	6" Waterline	LF	370.00	50.00	0.00	50.00	\$ 40.00	\$ 14,800.00	\$ -	\$ 2,000.00		\$ 2,000.00		
70	Fire Hydrant Assembly	EA	5.00	5.00	0.00	5.00	\$ 4,474.00	\$ 22,370.00	\$ -	\$ 22,370.00	\$ 4,470.00	\$ 17,900.00		
71	60" Sewer MH	EA	2.00	0.00	0.00	0.00	\$ 6,440.00	\$ 12,880.00	\$ -	\$ -				
72	3/4" Water Service	EA	8.00	0.00	0.00	0.00	\$ 1,874.00	\$ 14,992.00	\$ -	\$ -				
73	Horizontal Offset	EA	1.00	0.00	0.00	0.00	\$ 4,758.00	\$ 4,758.00	\$ -	\$ -				
74	Vertical Offset	EA	3.00	1.00	0.00	1.00	\$ 4,626.00	\$ 13,878.00	\$ -	\$ 4,626.00	\$ 4,626.00			
75	4" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 880.00	\$ 880.00	\$ -	\$ -				
76	6" Valve and Box	EA	5.00	5.00	0.00	5.00	\$ 932.00	\$ 5,592.00	\$ -	\$ 4,650.00		\$ 4,650.00		
77	8" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 1,454.00	\$ 1,454.00	\$ -	\$ -				
78	Kicker Joint	EA	2.00	1.00	0.00	1.00	\$ 903.00	\$ 1,806.00	\$ -	\$ 903.00		\$ 903.00		
79	6x6 Tee	EA	3.00	1.00	0.00	1.00	\$ 530.00	\$ 1,590.00	\$ -	\$ 530.00		\$ 530.00		
80	8" Sewer	LF	100.00	0.00	0.00	0.00	\$ 220.00	\$ 22,000.00	\$ -	\$ -				
81	4" Schedule 80 Pvc with pullwire	LF	32,000.00	15,147.00	363.00	15,510.00	\$ 6.25	\$ 200,000.00	\$ 2,288.75	\$ 96,937.50				\$ 96,937.50
82	Light Pole Foundations	EA	45.00	0.00	0.00	0.00	\$ 682.00	\$ 30,690.00	\$ -	\$ -				
83	4" Schedule 80 pvc (Street Lighting)	LF	4,920.00	1,050.00	600.00	1,650.00	\$ 16.80	\$ 82,656.00	\$ 10,080.00	\$ 27,720.00				\$ 27,720.00
84	Splice Box	EA	45.00	0.00	0.00	0.00	\$ 525.00	\$ 23,625.00	\$ -	\$ -				
85	Utility Vault	EA	8.00	3.00	0.00	3.00	\$ 10,500.00	\$ 63,000.00	\$ -	\$ 31,500.00				\$ 31,500.00
86	Addendum 8" water line	LF	30.00	0.00	30.00	30.00	\$ 65.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00		\$ 1,950.00		
87	Addendum 6x6 Tee	EA	1.00	0.00	1.00	1.00	\$ 903.00	\$ 903.00	\$ 903.00	\$ 903.00		\$ 903.00		

003/004

EXCEL PAVING

10/20/2011 08:57 FAX 7574665122

PRICING SCHEDULE OF PRICES							TOTAL QUANTITIES REQUESTED				UNIT PRICES			
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULE UNIT	SCHEDULE QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	APRA Funding Breakdown	ENHANCE Funding Breakdown	URBAN Funding Breakdown	TOWN Funding Breakdown
88	Addendum 805 Reducer	EA	1.00	0.00	1.00	1.00	\$ 476.00	\$ 476.00	\$ 476.00	\$ 476.00		\$ 476.00		
89	Addendum DI-3A	EA	2.00	0.00	0.00	0.00	\$ 4,881.00	\$ 9,722.00	\$ -	\$ -				
TOTALS								\$2,593,555.50	\$165,643.00	\$968,490.30	\$ 167,364.21	\$ 638,642.59	\$ -	\$156,157.50
ADDITIONAL WORK														
90	CO# 1 - PCO #1 - Additional Tree Removal	LS	1.00	1.00	0.00	1.00	\$ 6,258.39	\$ 6,258.39	\$ -	\$ 6,258.39				
91	PCO #4 - Sewer Line at Dawson Moodys	LS	1.00	1.00	0.00	1.00	\$ 3,121.00	\$ 3,121.00	\$ -	\$ 3,121.00		\$ 3,121.00		
92	PCO #4 - Sewer Line at Dawson Moodys	LS	-1.00	-1.00	0.00	-1.00	\$ 3,121.00	\$ (3,121.00)	\$ -	\$ (3,121.00)		\$ (3,121.00)		
93	CO #2 - Install larger Junction Box	LS	1.00	0.00	1.00	1.00	\$ 7,513.99	\$ 7,513.99	\$ 7,513.99	\$ 7,513.99				
TOTALS								\$2,607,327.88	\$113,357.79	\$962,262.68	\$ 167,364.21	\$ 638,642.59	\$ -	\$156,157.50

Not Approved

October 20, 2011

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

Explanation of Amount Certified

Application No: 10
Application Date: 10/13/2011
Period To: 10/07/2011

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 821396B

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

Total Completed and Stored to Date..... \$59,055.20

Total Earned Less Retainage..... \$59,055.20

Current Payment Due..... \$59,055.20

VENDOR # ELCEL
ACCOUNT # 100-41300-8100
DEPT HEAD M.T.A.
TOWN MANAGER PLS



10/20/2011 10:00 FAX 7574865122

EXCEL PAYING

001/003

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1

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

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

APPLICATION NO.: 1
APPLICATION DATE: 10/13/2011
PERIOD TO: 10/7/2011

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

JOB #: 1188

ENG3-300-108, C502, UPC9557193722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 8213968

CONTRACTOR'S APPLICATION FOR PAYMENT

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

ORIGINAL CONTRACT SUM \$ 147,638.00

Net Change by Change Orders To..... \$ -
(Line 12.2)

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

Total Completed and Stored To Date..... \$ 59,055.20
(Column G)

Retainage:

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

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

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 59,055.20
(Line 4 less Line 5 Total)

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

Less Previous Payments..... \$ -
(Line 6 from prior Certificate)

Current Payment Due..... \$ 59,055.20

Balance to Finish Including Retainage..... \$ 88,582.80
(Line 3 less Line 6)

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

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

CONTRACTOR: Excel Paving Corporation

By:

Date: 10.13.11

Subscribed and sworn to before me this 13th day of October, 2011

NOTARY PUBLIC:

Signed:

My Commission Expires: December 31, 2012

CAROLINA PAULINE GUNTER
NOTARY PUBLIC
REGISTRATION # 7204006
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 59,055.20
(Attach explanation if amount certified differs from Amount applied for.)
ARCHITECT: Clark Nexsen

By: Date: 10/20/2011

Richard's Copy

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

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

PROJECT: South Church Street Charter and Verizon Installation		APPLICATION INVOICE NO.: 1
O. NO.: Charter/Verizon Change Order		ESTIMATE FOR PERIOD ENDING: 7-Oct-11
JOB CONTRACTOR: EXCEL PAVING CORP.		SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

ITEM NO.	FROM SCHEDULE OF PRICES LINE ITEM DESCRIPTION	TOTAL QUANTITIES REQUESTED				UNIT PRICES				
		SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE
1	General Items Furnish and Install New Services	LS	1.00	0.00	0.40	0.40	\$ 147,638.00	\$ 147,638.00	\$ 59,055.20	\$ 59,055.20
TOTALS:								\$ 147,638.00	\$ 59,055.20	\$ 59,055.20

10/20/2011 10:01 FAX 7574665122

EXCEL PAVING

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

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

pg of

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

APPLICATION: 1
INVOICE NO.: 8213868

EN03-300-106, C502, UPC9557/183722

ESTIMATE FOR PERIOD ENDING:
9/7/2011 thru 10/7/2011

SUBCONTRACTOR:
EXCEL PAVING CORP.

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

ITEM NO.	FROM SCHEDULE OF PRICES						TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	ENHANCE	URBAN	TOWN
	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding	Funding	Funding	Funding	Breakdown	Breakdown	Breakdown	Breakdown
											Breakdown	Breakdown	Breakdown	Breakdown				
1	General Note Furnish and Install New services for Z-Carter and Verizon Service Conduit	LS	1.00	0.00	0.40	0.40	\$147,638.00	\$ 147,638.00	\$ 59,055.20	\$ 59,055.20								

10/20/2011 10:01 FAX 7574886122

EXCEL PAVING

003/003

Sec. 62-1. Yard, rummage and other outdoor sales of used household items.

(a) The term "yard sale" or "rummage sale," as used in this section, shall specifically mean an outdoor sale for disposal of used household items, provided such sale is not held more frequently than twice a year by the property owner upon the same property, is not to exceed more than two days each and includes only items assembled from households within the town. Written or verbal permission from the property owner must be verified by the Town Treasurer or his/her designee before a second party is allowed to obtain the yard sale permit.

(b) A permit issued by the town manager or his agent shall be required for all yard or rummage sales and such permit shall be prominently displayed at the sale. The fee for such permit shall be \$10.00.

(c) A permit from the town manager shall also be required for all yard or rummage sales conducted on any property in zoning districts where such sales are a permitted use. Such permit shall be subject to the provisions of subsection (b) above as to display and fee.

(d) Any person conducting a sale without the permit required by this section shall be guilty of a class 1 misdemeanor.

(e) Any outdoor sale of goods, whether casual or not, which does not come under the definition of "yard sale" or "rummage sale," as set out in this section, shall be subject to the gross receipts license tax as provided for in chapter 26 of this Code.

(f) There are no rain dates and only two yard or rummage sales are allowed per property per year within the town.

(Code 1982, § 12-35)



Proposal

9718

THE BLAIR BROS., INC.

P.O. BOX 5413
SUFFOLK, VIRGINIA 23435
Phone: (757) 538-1696 FAX: (757) 538-0714

www.blairbros.com



TO Town Of Smithfield Attn. Mr. Wayne Griffin 310 Institute Street Smithfield VA 23430	PHONE (757)357-4200	DATE 10/14/2011
	JOB NAME / LOCATION 109 Royal Aberdeen Pipe Joint Replacement wgriffin@smithfieldva.gov	
	FAX # (757)357-9933	JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish labor, equipment and materials to accomplish the following:

109 Royal Aberdeen - Pipe Joint Replacement:

1. Call Miss Utility.
2. Excavate down to existing pipe approximately 8'.
3. Remove a 20' section of pipe where liner has collapsed.
4. Install a new piece of HDPE pipe @ same grade under existing utilities.
5. Select fill, top soil, seed and straw.
6. Inspect and mortar manhole while in this area.

Not to exceed total.....\$12,131.00

This proposal prepared by Thomas Blair

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Twelve Thousand One Hundred Thirty One and 00/100 Dollars dollars (\$ 12,131.00).

Payment to be made as follows:

Net 30 days from date of invoice. 2% service charge after 30 days. 33% collection fee after 60 days.

This Proposal, when accepted, confirms the agreement between the Customer and The Blair Bros., Inc. for the completion of the above described work and/or changes approved by both parties. If full payment is not made within thirty days of the date of invoice or upon previously agreed date, as per terms above, then a late charge of 2% per month will be placed on the balance outstanding. The Customer agrees to pay service charges and the cost of collection, including attorney's fees.

Authorized Signature

Thomas W. Blair

Note: This proposal may be withdrawn by us if not accepted within

30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

**SMITHFIELD HISTORIC DISTRICT BUSINESS
ASSOCIATION
PO Box 1112
Smithfield VA 23431-1112**

October 17, 2011

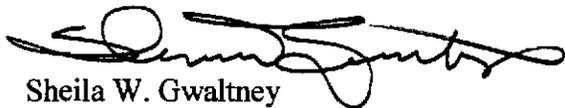
Mr. Peter M. Stephenson
Town Manager
Town of Smithfield
315 Main Street
Smithfield VA

Dear Peter,

At its October 13th meeting, the membership of the SHDBA discussed the Church Street beautification project and the planned closure of the Main Street / Church Street intersection after the first of the year. In particular, the impact on North Church merchants was raised.

A motion was proposed and passed directing me to inform Town leadership that the SHDBA insists that the Town work to maintain the entire street open on Saturdays and Sundays during the planned closure of the intersection. Accordingly, this communiqué is delivered to you on this date.

Sincerely,



Sheila W. Gwaltney
President

September 26, 2011

To: Town of Smithfield,
Excel Paving Corporation,
Isle of Wight-Smithfield Tourism Bureau

From: Betty Clark, Mansion House Art & Antiques

Subject: Handling Church St. Construction Affecting Mansion House Art and
Antiques and Mansion on Main Bed & Breakfast

PROPOSAL FOR MAIN ST. AND CHURCH ST. CONSTRUCTION

These proposals will

1. minimize impact upon Mansion House Art and Antiques and Mansion on Main Bed & Breakfast;
2. entail property access, signage and/or other promotions;
3. provide 5 directional signs at least 4 feet by 4 feet at these locations:
South Church Street where detour begins,
corner of Main Street and Mason Street,
Grace Street at the corner of Mason Street,
North Church Street at Thomas Street facing north, and
parking area entrance at Mansion on Main Bed & Breakfast.

Note: We must work together on wording of ALL the signs.

Option I STREET OPEN SATURDAY AND SUNDAY

Wording of signs:

Mansion House Art & Antiques Closed Thursday and Friday
Because of Street Construction

Thursday advertisement in ALL local papers EACH WEEK (Virginian-Pilot, Suffolk News, Daily Press, Franklin, Smithfield Times) stating our temporary hours

Option II STREET CLOSED AND SHOP CLOSED

Wording of signs:

Mansion House Art & Antiques Closed Thursday and Friday, Saturday & Sunday
Because of Street Construction

Thursday advertisement in ALL local papers EACH WEEK (Virginian-Pilot, Suffolk News, Daily Press, Franklin, Smithfield Times) stating our temporary hours and to look for a GRAND RE-OPENING notice (whenever?)

Town will pay all bills for Mansion House Art & Antiques and Mansion on Main Bed & Breakfast for the duration of road closure.

Option III EASY ACCESS AT ALL TIMES TO MANSION HOUSE ART & ANTIQUES FROM MANSION ON MAIN BED & BREAKFAST PARKING AREA

**Wording of Signs: Parking for
 Mansion House Art & Antiques
 at Mansion on Main Bed & Breakfast
 corner of Main St. and Church St.**

Thursday advertisement in ALL local papers EACH WEEK (Virginian-Pilot, Suffolk News, Daily Press, Franklin, Smithfield Times) stating our temporary hours and directions to parking for shop at Mansion House Art & Antiques

Note: Option 3 will require an additional sign at the entrance of the Mansion on Main Bed & Breakfast garden path to direct people from Mansion on Main B & B parking to Mansion House Art & Antiques.



October 4, 2011

Memorandum #2011-166

**TO: Chief Administrative Officers - Southeastern Virginia Cities and Counties
Mayors - Towns in Southampton County
Chief Administrative Officers - Towns of Smithfield and Windsor**

**BY: Dwight L. Farmer, HRPDC Executive Director/Secretary
Rowland L. Taylor, SPSA Executive Director**

RE: Regional Solid Waste Planning Agency Designation

Regulations promulgated by the Virginia Waste Management Board (9VAC20-130-10, et seq.) require the preparation of solid waste management plans by Virginia's cities, counties and towns or alternatively by a regional entity designated by those localities.

On behalf of the Southeastern Virginia localities, the Hampton Roads Planning District Commission (HRPDC), under contract to the Southeastern Public Service Authority of Virginia (SPSA), has completed a revised Regional Solid Waste Management Plan to satisfy these new regulations. The Plan was approved by the HRPDC at its Executive Committee meeting of September 15, 2011 and adopted by SPSA at its Board meeting on September 28, 2011. For your information, a copy of the adopted Plan is enclosed.

In 1990, each of the cities, counties and towns in Southeastern Virginia acted to designate the Hampton Roads Planning District Commission as the regional solid waste planning agency and the Southeastern Public Service Authority of Virginia as the regional solid waste management agency. They also requested the two agencies to accomplish the regional solid waste planning requirement on their behalf. The initial plan was completed through a cooperative venture by staff from the two agencies and adopted by the respective agency Boards in 1991. It was updated in 1997 and again in 2005. At that time, the two Boards requested, and the sixteen cities, counties and towns agreed to change the designation, making SPSA the designated planning agency.

Over the past two years, SPSA has undergone a significant restructuring. At their March 2010 meetings, the HRPDC and SPSA Boards determined that the HRPDC should more appropriately serve as the Regional Solid Waste Planning Agency. Based on the March 2010 actions by the two Boards and the recently adopted *Solid Waste Management Plan for Southeastern Virginia*, it is recommended that the Hampton Roads Planning District Commission be designated as the Regional Solid Waste Planning Agency for Southeastern Virginia.

The Virginia Solid Waste Planning Regulations require that the localities electing to satisfy the Regulations through a regional planning process, designate a regional solid waste planning agency. In this case, the localities must request that the Virginia Department of Environmental Quality change its agency designation.

The Hampton Roads Planning District Commission and the Southeastern Public Service Authority of Virginia recommend that the sixteen cities, counties and towns of Southeastern Virginia designate the Hampton Roads Planning District Commission as the regional solid waste planning agency. As the designated planning agency, the HRPDC will be responsible for maintaining and updating the Regional Solid Waste Management Plan and completing the annual recycling rate reports for the participating localities.

For your use, attached is a sample letter to the Department of Environmental Quality requesting that it designate the HRPDC as the regional solid waste planning agency. So that this action may move forward concurrently with DEQ review and approval of the Regional Plan, we ask that your locality take action by November 1, 2011. Please provide a copy of your letter to DEQ to HRPDC Deputy Executive Director John Carlock at the address shown on the first page or email to jcarlock@hrpdcva.gov.

If you have any questions, please do not hesitate to call.

JMC/fh

Enclosures

Chief Administrative Officers Southeastern Virginia Localities

W. Douglas Caskey, IW
Kenneth L. Chandler, PO
Selena Cuffee-Glenn, SU
June Fleming, FR

William E. Harrell, CH
Marcus Jones, NO
Michael W. Johnson, SH
James K. Spore, VB

Mayors of Towns in Southampton County

Nick Kitchen IV, Capron
Danny R. Williams, Courtland
Richard S. Edwards, Jr., Boykins

Arthur B. Harris, Branchville
Keith Joyner, Ivor
Harvey j, Porter, Jr., Newsom

Town Managers

Peter M. Stephenson, Smithfield
Michael R. Stallings, Jr., Windsor

LOCALITY LETTERHEAD

October, 2011

Mr. David K. Paylor, Director
Department of Environmental Quality
629 North Main Street
P.O. Box 1105
Richmond, Virginia 23219

RE: Solid Waste Planning Region and Agency Designation

Dear Mr. Paylor:

The City/County/Town of _____ hereby requests in accordance with the Virginia Solid Waste Planning Regulations (9 VAC 20-130-10, et. seq.) the Department of Environmental Quality to designate a solid waste planning region and agency for Southeastern Virginia. (Include sentence on date of governing body action)

The following designations are requested:

1. The portion of the area of the Hampton Roads Planning District Commission, comprising the original boundaries of the Southeastern Virginia Planning District Commission, should be designated as the Regional Solid Waste Planning Region. This area includes the:
 - a. Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach
 - b. Counties of Isle of Wight and Southampton
 - c. Towns of Boykins, Branchville, Capron, Courtland, Ivor, Newsoms, Smithfield and Windsor.
2. The Hampton Roads Planning District Commission should be designated as the Regional Solid Waste Planning Agency for the designated region.

The localities in the region have a long history of cooperative regional solid waste planning and management. On behalf of the localities, the Hampton Roads Planning District Commission has completed the regional solid waste management plan to address local needs and regulations. The HRPDC had previously completed the regional plan in 1991, and, under contract to the Southeastern Public Service Authority of Virginia (SPSA), in 2005.

The City/County/Town of _____ concurs with the action taken by the Boards of the HRPDC and SPSA in March 2010 and the Regional Solid Waste Management Plan for Southeastern Virginia, adopted by the two agencies in September 2011 that the above

Page 2

designations be made to replace action taken by the Department of Environmental Quality in 2004.

Your expeditious action will be appreciated.

Sincerely,

_____, Mayor/Chief Administrative Officer
City/County/Town of _____

Copy: Dwight L. Farmer, HRPDC
Rowland L. Taylor, SPSA

NOTICE OF PUBLIC HEARING
TOWN COUNCIL OF THE TOWN OF SMITHFIELD
SPECIAL USE PERMIT

Notice is hereby given that the Town Council of the Town of Smithfield, Virginia, will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Tuesday, November 1, 2011 at 7:30 p.m. to consider the application of McDonald's Corp. for a special use permit under the provisions of Article 3.I., Section C., and Article 6 of the Zoning Ordinance of the Town of Smithfield, Virginia, adopted September 1, 1998, and as amended thereafter, in order to approve the use of a drive-thru window in connection with the construction of a new restaurant on the property. The property which is the subject of this special use permit has the address of 1811 S. Church Street. It is located northeast of the intersection of Moore Avenue and South Church Street and is identified as Tax Map no. 22-01-006B on the current tax maps. The property in question is zoned H-RC, Highway Retail Corridor District.

Any person affected by or interested in the aforesaid application may appear at the hearing and be heard. Copies of the Zoning Ordinance of the Town of Smithfield and application for this special use permit are available for inspection in the town offices, 310 Institute Street, Smithfield, Virginia 23430.

TOWN OF SMITHFIELD, VIRGINIA

BY: Lesley Greer, Clerk

Publish: October 19 and 26, 2011

**STAFF REPORT TO THE
TOWN COUNCIL**

SPECIAL USE PERMIT

November 1, 2011

Applicant Name & Address

Elmer Tolle
Blakeway Corp.
770 Independence Circle
Suite 100
Virginia Beach, VA 23455

Owner Name & Address

McDonald's Corp.
6903 Rockbridge Drive
Bethesda, MD 20814

Property Location & Description

Located northeast of the intersection of
Moore Avenue and South Church Street
(Parcel #22-01-006B)

Statistical Data (See Plat)

Current Zoning

HR-C, Highway Retail Corridor

Proposed Use

Restaurant, the same as existing use

Surrounding Land Uses/Zoning

Adjacent parcels are zoned

HR-C, Highway Retail Commercial;
PS-C, Planned Shopping Center

Conformity with Comprehensive Plan

Current future land use plan shows
land use as Retail / Commercial

Staff Comments

The applicant is requesting a special use permit for "any use incorporating a drive-thru facility" at 1811 South Church Street under the provisions of Article 3.I, Section C and Article 6 of the Zoning Ordinance.

The McDonald's Corporation has been in the restaurant business at this location for nearly thirty years with a drive-thru window. The drive-thru feature is a legal nonconformity (Grandfathered), due to the fact that it was in use prior to the adoption of the current zoning ordinance, wherein a drive-thru window is a feature that requires a Special Use Permit.

Due to an upcoming site plan submittal for the removal and reconstruction of the existing building and parking lot, which would eliminate the grandfathered status of the drive-thru window; the applicants request approval of drive-thru windows as a feature of their new building.

Town staff recommends the approval of the request for drive-thru windows, as the only possible issue caused by them at this site is a stacking issue on Moore Avenue and the newly proposed site plan calls for two drive-thru windows, which should alleviate the issue.

At their October 11, 2011 meeting, the Smithfield Planning Commission recommended this item for approval by the Town Council for two drive thru windows with no conditions.

If you have any questions about this item, please contact William Saunders at 757-365-4266.



TOWN OF SMITHFIELD

310 Institute Street, P. O. Box 246 Smithfield, VA 23431
(757) 365-4200 Fax (757)357-9933

APPLICATION FOR:

- Special Use Permit Variance Special Yard Exception
- Special Sign Exception Other

Applicant(s) Name: BLAKEYWAY CORPORATION
 Address: 710 Independence Circle
 City, State, Zip: Virginia Beach, VA 23455
 Phone Number(s): 757-226-0081

Property Owner(s) Name: McDonald's Corporation
 Address: 6903 Rockledge Drive
 City, State, Zip: Bethesda, MD 20814
 Phone Number(s): 240-497-3608

Property Address: 1811 South Church Street
 Tax Map Number(s): 22-01-006B
 Property Description: Existing McDonald's restaurant with drive-thru.

Zoning: HR-C Acreage: 1.14 Application Fee: 400.00
 Legal Reference: _____ Deed Book#: 214 Page#: 631

Proposed Use/Exception: Restaurant with drive-thru services.
The drive-thru requires a Special Use Permit.

[Signature]
 Applicant(s) Signature

9-19-11
 Date

 Applicant(s) Signature

 Date

September 19, 2011

Town of Smithfield
Planning Department
310 Institute Street P.O. Box 246
Smithfield, Virginia 23431

Attn: Mr. William Saunders, IV

Re: Special Use Permit request for drive-thru services at 1811 South Church Street

Mr. Saunders,

On behalf of McDonald's USA, L.L.C. (McDonald's), we are requesting approval for a *Special Use Permit* for the purpose of providing drive-thru services at 1811 South Church Street. Currently McDonald's has been operating an existing restaurant at this address for over 30 years. The existing restaurant consists of dine-in and patio seating with single order drive-thru services. The property is located at the intersection of South Church Street and Moore Avenue in the Town of Smithfield, Virginia. The property is adjacent to the following zoned uses; *North – HR-C, South – Right-of-Way, East – HR-C, and to the West – Right-of-Way.*

McDonald's is planning to rebuild the existing restaurant and parking lot to provide their customers with a more efficient drive-thru and building layout. The proposed improvements shall consist of an approximate 3,973 square feet building and a drive-thru with two (2) ordering stations. The two (2) ordering stations shall be located toward the rear of the proposed building as shown on the preliminary site plan submitted with this letter. The two ordering stations are designed to provide a more efficient ordering process and in return, a more pleasurable experience for the customer. The proposed drive-thru layout is currently being used across the country at various McDonald's locations and has been found to be very successful at achieving these goals.

Together with the one-way parking configuration, pavement markings, signage, and drive-thru the proposed site layout will direct customers to circulate around the building and providing a stacking lane exceeding the minimum 10 car stack based on current town regulations.

McDonald's feels the proposed improvements will only enhance the way McDonald's currently operates at this location and looks forward in being a part of the Town of Smithfield for another 30 years. If you or any of your staff should have any questions, please feel free to contact me.

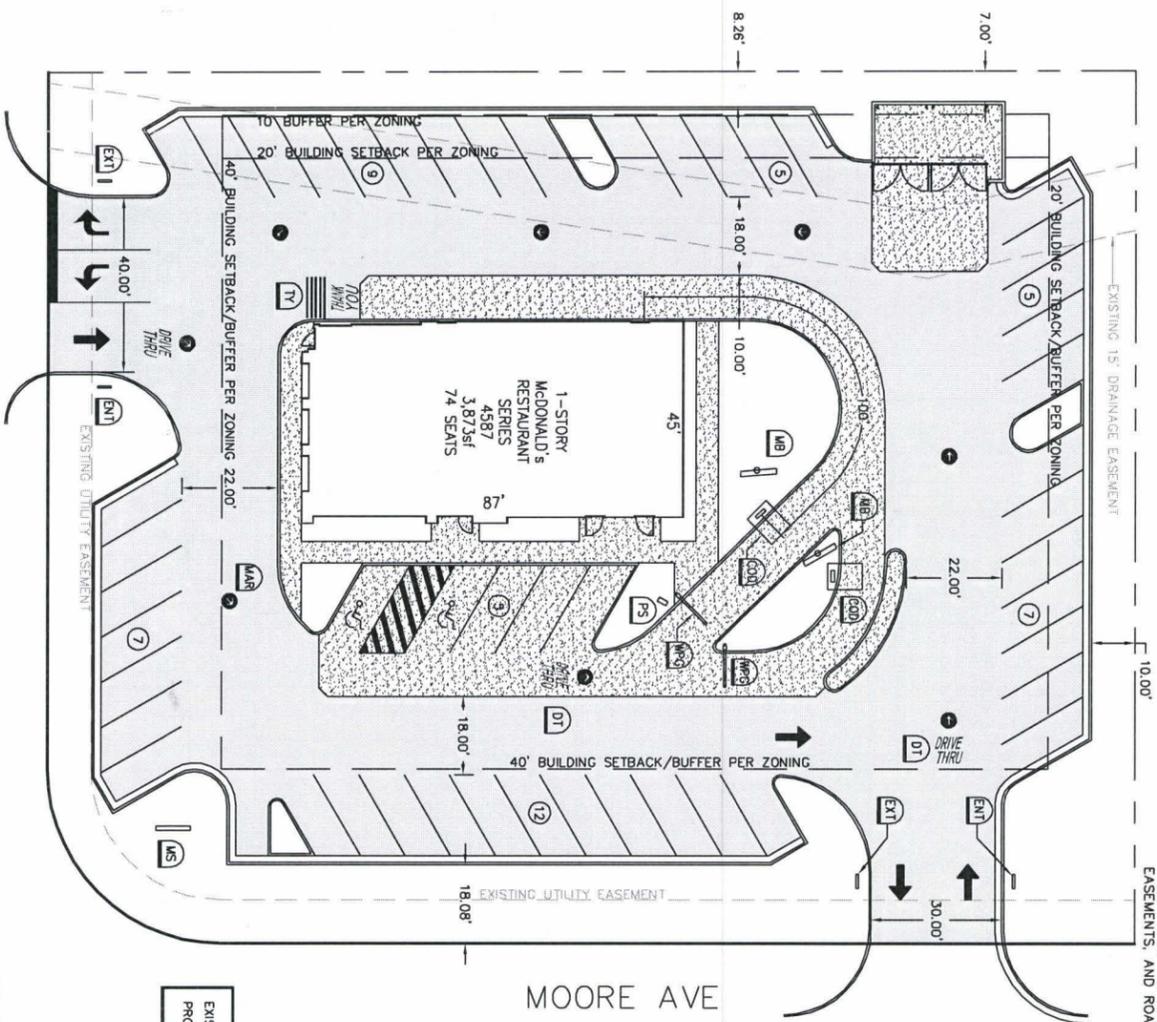
Sincerely,



Elmer F. Tolle, III C.F.M.



EXISTING LAYOUT



PROPOSED LAYOUT

CITY DISCUSSIONS:

1. THE SITE FALLS WITHIN THE ENTRANCE CORRIDOR OVERLAY DISTRICT WHICH REQUIRES NEW CONSTRUCTION TO HAVE A 40' VISUAL BUFFER YARD ADJ TO ANY PUBLIC RIGHT-OF-WAY. PER DISCUSSIONS WITH MR. WILLIAM SAUNDERS (SMITHFIELD TOWN PLANNER 757-365-4200) HE WERE INFORMED THAT SINCE THIS IS AN EXISTING BUSINESS ALL REVIEW DEFERRED THAT WE COULD APPLY FOR A WAIVER TO DISMISS THE 40' VISUAL BUFFER YARD'S. WE WERE ALSO RECOMMENDED THAT WE TRY TO INCREASE THE DISTANCE FROM OUR PROPOSED BACK OF CURB TO THE RIGHT-OF-WAY WHICH ACCORDING TO OUR PROPOSED CONCEPT WE HAVE PROVIDED A 10' DISTANCE FROM THE PROPOSED BACK OF CURB TO THE EXISTING RIGHT-OF-WAY.
2. PARKING REQUIREMENTS FOR THE HR-C ZONING ACCORDING TO THE PARKING AND LOADING REQUIREMENTS ARTICLE 8:10 STATES THAT "RESTAURANTS WITH DRIVE-IN IS A REQUIRED MIN ONE (1) SPACE PER 65 SQFT OF GROSS FLOOR AREA AND A MAX OF ONE (1) SPACE PER 50 SQFT OF GROSS FLOOR AREA."
3. PER DISCUSSIONS WITH MR. WILLIAM SAUNDERS (SMITHFIELD TOWN PLANNER 757-365-4200) HE STATED THAT ARTICLE 8:10 IS TO BE AMENDED IN THE NEAR FUTURE, AND THROUGH THE TOWN'S WAIVER PROCESS WE COULD GET THAT NUMBER OF REQUIRED PARKING SPACES REDUCED. THIS PROPOSED CONCEPTUAL PLAN SHOWS THE DUMPSTER ENCLOSURE ENCRANCHING IN THE BUILDING SETBACK.
4. PER DISCUSSIONS WITH MR. WILLIAM SAUNDERS (SMITHFIELD TOWN PLANNER 757-365-4200) HE STATED THAT THE A DUMPSTER ENCLOSURE IS CONSIDERED AN ACCESSORY STRUCTURE THEREFORE IT WILL BE ACCEPTABLE TO BE IN THE REQUIRED SETBACK. MR. SAUNDERS ALSO STATED THAT A DISTANCE OF 5' WOULD BE REQUIRED FROM THE DUMPSTER ENCLOSURE TO THE PROPERTY, WHICH ACCORDING TO OUR CONCEPT PLAN WE ARE PROVIDING A DISTANCE OF 8.25'.

- GENERAL NOTES:**
1. THE SITE IS DESIGNED IN ACCORDANCE WITH ENTRANCE CORRIDOR OVERLAY DISTRICT 4 REQUIREMENTS OF THE TOWN OF SMITHFIELD ZONING ORDINANCE.
 2. THE PROPERTY INFORMATION WAS PROVIDED BY McDONALD'S. THE LOCATIONS OF EXISTING RIGHT-OF-WAY, EASEMENTS, AND ROADS ARE APPROXIMATE.

SITE ANALYSIS

PROPOSED PARCEL AREA:	49,656.63± SF
PROPOSED ZONING:	HR-C
REQUIRED SETBACKS:	40'
REQUIRED SETBACKS (RIGHT SIDE):	40'
REQUIRED SETBACKS (LEFT SIDE):	20'
REQUIRED SETBACKS (REAR):	20'
PARKING:	59 SPACES
REQUIRED:	60 SPACES
(1 SPACE PER 65 SQ.FT. (MIN) OF FLOOR AREA AND 1 SPACE PER 50 SQ.FT. (MAX) OF GROSS FLOOR AREA)	
PROVIDED:	50 SPACES

GRAPHIC SCALE



EXISTING IMPERVIOUS AREA:	34,600-70%
PROPOSED IMPERVIOUS AREA:	35,939-72%



SHEET NO.	LOCATION
C	SMITHFIELD
SHEET TITLE	CONCEPTUAL LAYOUT PLAN
SITE ID	SITE ADDRESS
045-0229	1811 SOUTH CHURCH STREET SMITHFIELD, VA

DATE ISSUED	09/13/11	
DRAWN BY	EFT	
REVIEWED BY	EFT	
DESIGNED BY	SMB	
REV	DATE	DESCRIPTION

Blakeway Corp
 surveying | engineering | project management
 770 INDEPENDENCE CIRCLE SUITE 100
 VIRGINIA BEACH, VIRGINIA 23455
 TEL: 757-226-0081
 FAX: 757-226-8765

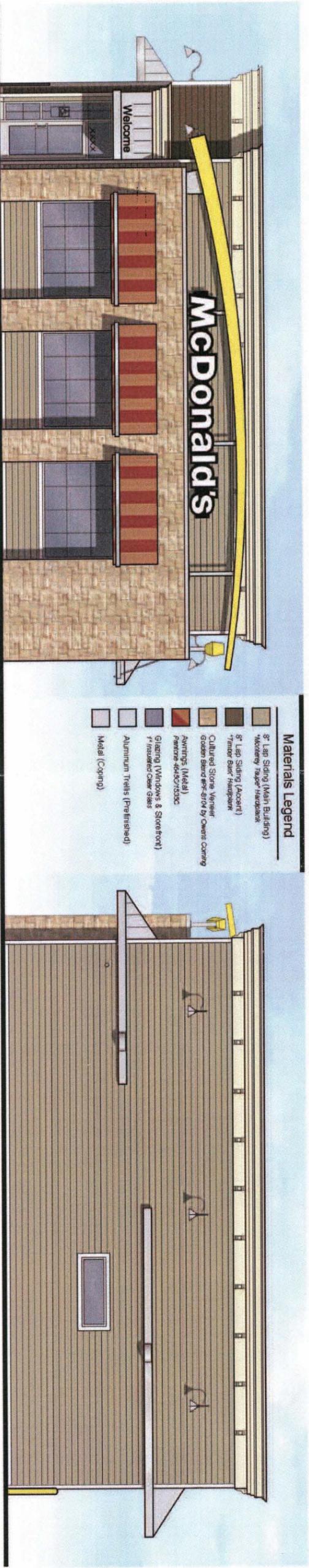
SMITHFIELD

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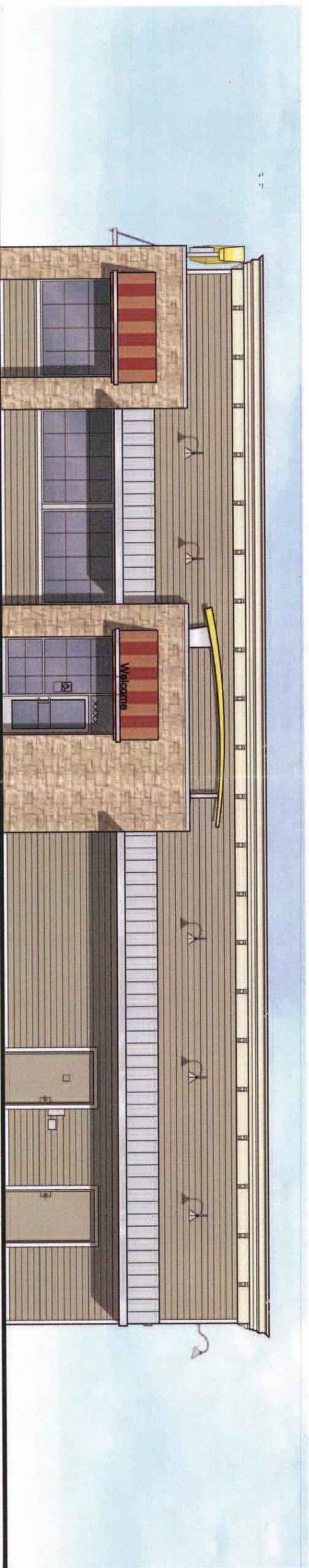


Front Elevation

Rear Elevation

Materials Legend

- 8" Lap Siding (Main Building)
- Masonry (Signage/Headbank)
- 8" Lap Siding (Accent)
- 7" Round Base Headbank
- Cultured Stone Veneer
- Golden Blend #107-8104 by Owens Corning
- Awnings (Metal)
- Paints: 4045/35356
- Glazing (Windows & Storefront)
- 1" Insulated Open Glass
- Aluminum Trellis (Prefinished)
- Metal (Coping)



Non-Drive-Thru Side Elevation



Drive-Thru Side Elevation

NOTICE OF PUBLIC HEARING
TOWN COUNCIL OF THE TOWN OF SMITHFIELD
SPECIAL USE PERMIT

Notice is hereby given that the Town Council of the Town of Smithfield, Virginia, will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Tuesday, November 1, 2011 at 7:30 p.m. to consider the application of The Town of Smithfield, owner and Hallwood Properties, LLC, prospective owner, for a special use permit under the provisions of Article 3.H., Section C., and Article 6 of the Zoning Ordinance of the Town of Smithfield, Virginia, adopted September 1, 1998, and as amended thereafter, in order to approve a waiver of parking and loading requirements in connection with the use of the second floor of the subject property for residential apartments. The property which is the subject of this special use permit is the "Old Firehouse" located at 113 N. Church Street and is identified as Tax Map no. 21A-01-086 & 21A-01-087A on the current tax maps. The property in question is zoned D, Downtown District.

Any person affected by or interested in the aforesaid application may appear at the hearing and be heard. Copies of the Zoning Ordinance of the Town of Smithfield and application for this special use permit are available for inspection in the town offices, 310 Institute Street, Smithfield, Virginia 23430.

TOWN OF SMITHFIELD, VIRGINIA

BY: Lesley Greer, Clerk

Publish: October 19 and 26, 2011

**STAFF REPORT TO THE
TOWN COUNCIL**

SPECIAL USE PERMIT

November 1, 2011

Applicants Name & Address

Mr. Mark J. Hall
Hallwood Properties
405 Grace Street
Smithfield, VA 23430

Property Owners Name & Address

Town of Smithfield
P. O. Box 246
Smithfield, VA 23431

Property Location & Description

113 North Church Street
To the southeast of the intersection
of Thomas St. and N. Church Street
(21A-01-086, 21A-01-087A)

Statistical Data (See Site Plan)

Current Zoning

D, Downtown District

Current Use

Municipal storage

Proposed Use

Commercial on ground floor;
residential flats upstairs

Surrounding Land Uses/Zoning

D, Downtown District;
DN-R, Downtown Neighborhood
Residential District

Conformity with Comprehensive Plan

Current future land use plan shows
Downtown Commercial

Staff Comments

The applicant is requesting a special use permit for "waiver of parking and loading requirements" at 113 North Church Street under the provisions of Article 3.H, Section C and Article 6 of the Zoning Ordinance.

The applicant proposes to renovate the old fire station and rescue squad building into a mixed use structure, which will house one to four (1-4) commercial / retail shops on the ground floor and two (2) studio loft apartments upstairs.

Given that this property is less than 10,000 sq. ft., there is no requirement for off-street parking for the commercial aspects of this proposed project; however, there is a requirement that the two residential units have two off-street parking spaces each. Furthermore, the ordinance does not allow for these spaces to be within an enclosed structure, as they are typically used for storage of items other than vehicles.

Due to the constraints of the property and its existing structures, the applicant requests that the parking requirements be waived to allow for him to develop the two studio apartments and provide one garage parking space for each proposed residential unit.

Town staff recommends approval, as the potential negative aspects of the parking waivers would be more than offset by making currently dilapidated and vacant structures revenue-producing ones.

At their October 11, 2011 meeting, the Smithfield Planning Commission recommended the parking waiver for approval by the Town Council with the condition that the garage spaces remain a parking structure only and not be converted to living area.

If you have any questions about this item, please contact William Saunders at 757-365-4266.



TOWN OF SMITHFIELD

310 Institute Street, P. O. Box 246 Smithfield, VA 23431
(757) 365-4200 Fax (757)357-9933

APPLICATION FOR:

- Special Use Permit Variance Special Yard Exception
 Special Sign Exception Other

Applicant(s) Name: Mark J. Hall
Address: 405 Grace Street
City, State, Zip: Smithfield, VA 23430
Phone Number(s): 757-357-3113

Property Owner(s) Name: Hallwood Properties I, LLC
Address: 405 Grace Street
City, State, Zip: Smithfield, VA 23430
Phone Number(s): 757-357-3113

Property Address: 113 N. Church Street
Tax Map Number(s): 21A-01-086
Property Description: Old old Smithfield VFD firehouse originally built in 1939 with addition in 1960's;

Zoning: D Acreage: 0.18 Application Fee: \$0 (Town waived)
Legal Reference: FIRE DEPT HOUSE Deed Book#: 304 Page#: 821

Proposed Use/Exception: Property is subject of Town redevelopment effort putting 100 block of North Church St back to economic use. This proposal plan was rated first amongst several options submitted in a town RFP.

Proposal is to create commercial retail opportunities at street level. Space could be leased to 1 to 4 tenants.

On 2nd floor plan is for 2 studio loft apartments.

Exception Required: Waiver of two parking spaces per residential unit

There is no space on the site to provide these parking spots.

We will provide one over-sized garage per unit.

Mark J. Hall 9/11/11
Applicant(s) Signature Date

Applicant(s) Signature Date

HALLWOOD
PROPERTIES
Development, Leasing and Management

RESULTS
not
THEORIES

BALANCE
Retail Residential Restaurant

September 1, 2011

Mr. William Saunders
Town of Smithfield Virginia
P.O. Box 246
Smithfield, VA 23431

Re: Special Use Permit Application – 113 N. Church Street

Dear Mr. Saunders:

Attached find application for Special Use Permit required for redevelopment of the property located at 113 N. Church Street, also known as the "Old Firehouse". This building was originally built in 1939 as the first permanent home of the Smithfield Volunteer Fire Department. It was later the first permanent home of the Isle of Wight Volunteer Rescue Squad. We intend to commemorate the history of the building.

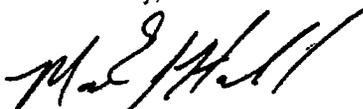
Our proposal was ranked first amongst several submitted in response to the Town's visionary economic development Request for Proposals relating to 113 N. Church Street and the property adjacent, currently owned by the town. The goal of all is to put the 100 block of N. Church Street back to viable economic service.

Our plan is to gut renovate the building for mixed use into two residential urban loft-style flats on the second floor and up to four separate commercial spaces at street level. The goal is to multiply and diversify destination opportunities for visitors and residents to N Church Street and the historic district at large.

A Special Use Permit will be required to make the vision reality. The ordinance requires two off-street parking places for each new residential unit. It is not possible to provide these as there is no space on the site. We intend to ameliorate parking issues by allocating one "Carriage House" garage space per studio loft. Given the constraints of the property, there is nowhere to designate other off-street parking. Therefore required is a Special Use Permit waiving the two off-street parking places.

As an advocate of Historic Downtown Smithfield, I appreciate your dedication to the long-range economic and cultural vitality of our home town.

Yours truly,

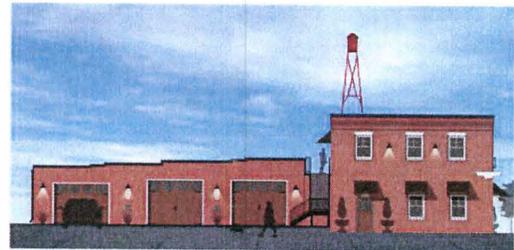


Mark J. Hall
Principal

Cc: Rick Bodson, Smithfield 2020

Smithfield Firehouse 1939

Economic Development Partnership
Commercial Retail Street Level – Two Studio Loft Apartments Above

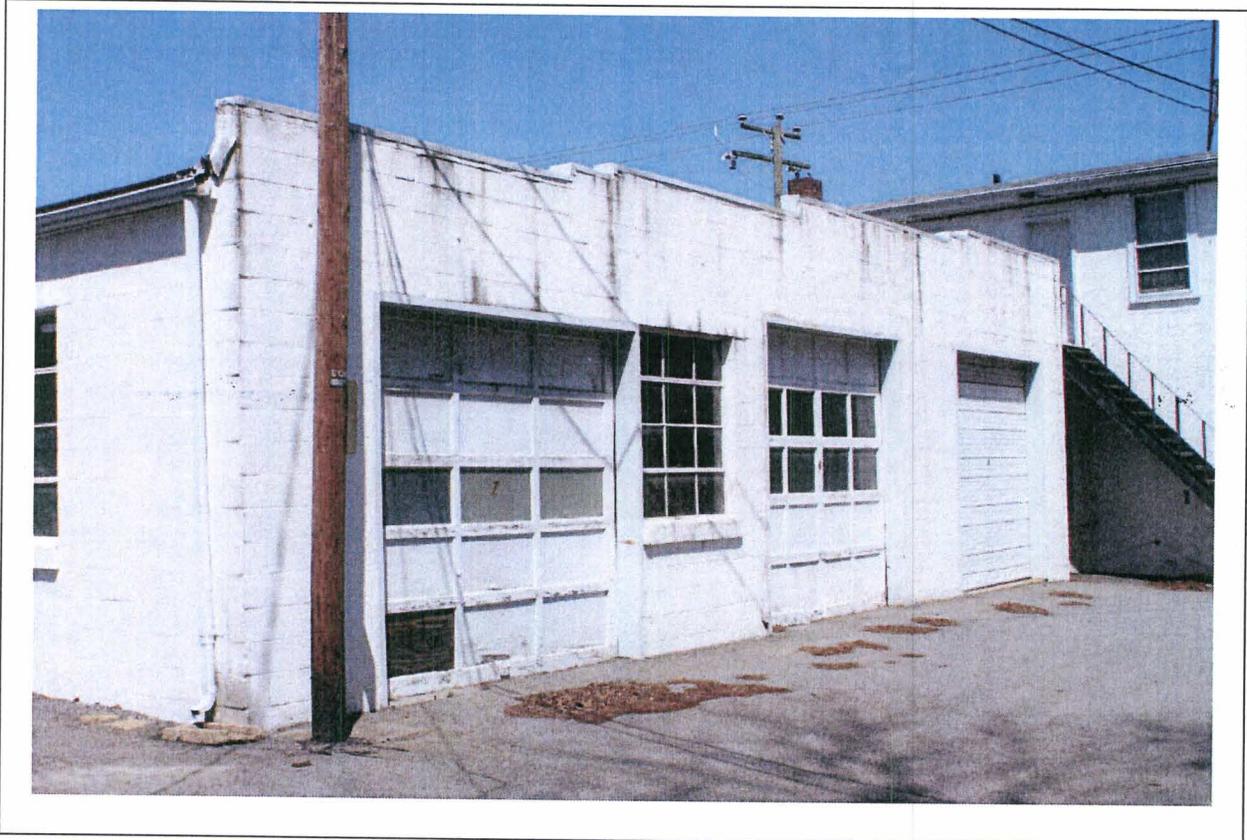


PROPOSED ALLEY ELEVATION
ENGINE COMPANY NO.1 + LOFTS
SMITHFIELD, VIRGINIA
SEPTEMBER 2017



Smithfield Firehouse 1939

Carriage House Parking



PROPOSED ELEVATION REVISIONS
ENGINE COMPANY NO.1 + LOFTS
SMITHFIELD, VIRGINIA

AUGUST 23, 2011



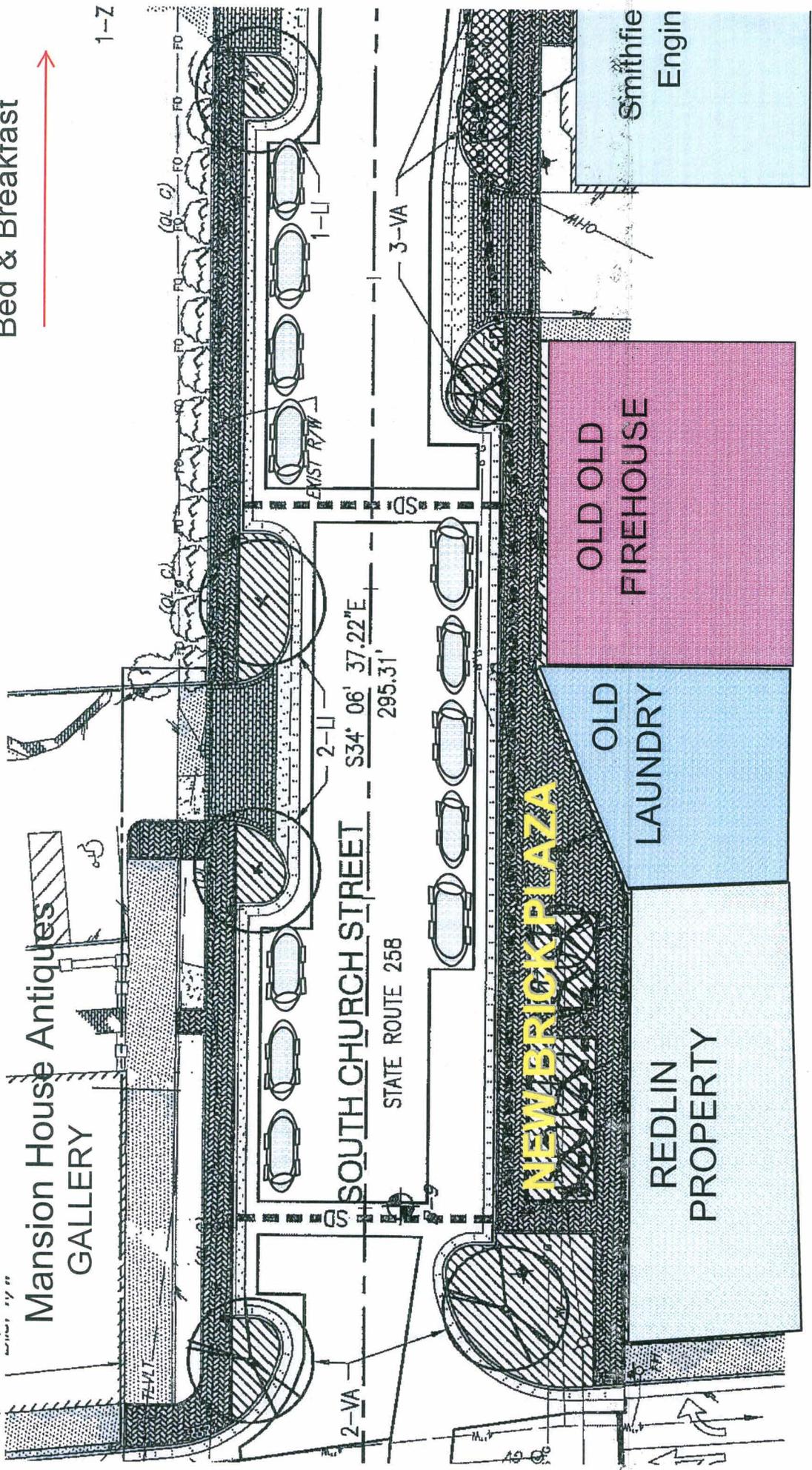
LYALL DESIGN
ARCHITECTURE

PROJECT NO. 1130

New On-Street Parking Opportunities

▲ Smithfield
Foods
Campus
(1 Block)

Bed & Breakfast



Old Firehouse

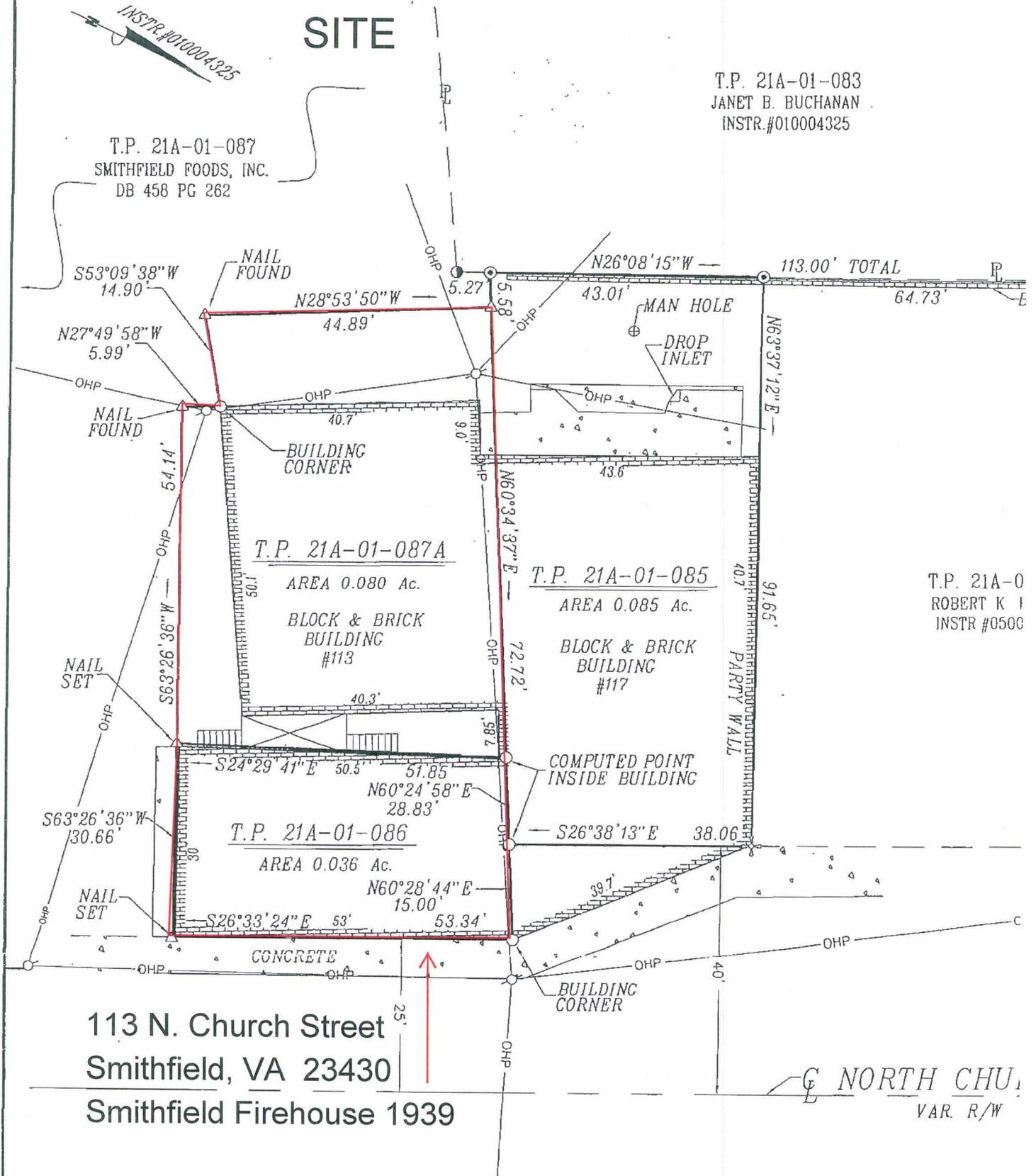
113 N. Church Street

SITE

T.P. 21A-01-083
JANET B. BUCHANAN
INSTR.#010004325

T.P. 21A-01-087
SMITHFIELD FOODS, INC.
DB 458 PG 262

T.P. 21A-0
ROBERT K I
INSTR #0500



113 N. Church Street
Smithfield, VA 23430
Smithfield Firehouse 1939

G NORTH CHU,
VAR. R/W

Legislative positions recommended by VML's legislative committee for 2012

A. Community & Economic Development

ABC Privatization

Government Reform

VML has the following concerns about the possible privatization of the sale of liquor:

- Proliferation of stores where liquor is sold, to the detriment of our neighborhoods and communities
- Negative impact on local authority to apply zoning laws to businesses selling liquor.
- Authority of local governments to fully participate in the ABC licensing process of license applicants and of license transferees
- Loss of local authority to impose and collect taxes related to the sale of alcohol
- Loss of state revenues from liquor sales that are used to support behavioral health and other state services
- Accommodation of the ability of small, minority and women-owned businesses to procure license.

In any privatization plan, local authority over these areas must be protected. Further, should privatization occur, a portion of state profits should be distributed to Virginia's cities, towns, and counties similar to the revenues promised by *Virginia Code* Section 4.1-117. VML would oppose privatization of alcohol sales if these concerns are not addressed.

Receivership as a blight-remediation tool

Prosperous Communities

The General Assembly should enact receivership legislation to allow local governments to work with owners of blighted properties, private developers and other private groups to return those properties to a useable condition.

B. Environmental Quality

Uranium Mining

Prosperous Communities

Uranium mining, milling and waste disposal of generated wastes poses potential health and environmental problems for Virginians. Prior to uranium mining activities being permitted in Virginia, VML supports studies, including those currently underway, that would evaluate the impacts of radiation and other pollutants from mill tailings on (1) downstream water supplies; and (2) the health and safety of uranium miners.

VML supports the current moratorium on the mining and milling of uranium in the Commonwealth of Virginia until studies demonstrate that it is safe for the environment and health of citizens. Any studies must include, but not be limited to, modeling and simulation studies that show the consequences of probable maximum precipitation storms on containment cells.

Additionally VML recognizes the importance of allowing sufficient time to analyze the results of the National Research Council (NRC) study to be completed in December 2011. Any legislation to lift the moratorium should not be introduced in the 2012 legislative session.

Water Quality Funding

Honoring Commitments

Virginia's local governments face mounting costs for water quality improvements for sewage treatment plants, urban stormwater, combined sewer overflows (CSOs), and sanitary sewer overflows (SSOs). In response to federal and state legislation, regulation and policies, VML urges the federal government and the Commonwealth to provide adequate funding for these water quality improvements.

VML supports dedicated and adequate state appropriations to the Water Quality Improvement Fund to make full and timely payments under point source upgrade contracts with local governments. Additionally, VML requests the General Assembly to address costs associated with the permit requirements of Municipal Separate Storm Sewer Systems (MS4) and new EPA regulations.

C. Finance

State Budget & Local Revenues

Honoring Commitments

The member local governments of the Virginia Municipal League hold the following principles on state budget issues.

The Governor and General Assembly should not:

1. Restrict further local revenue authority or sources.
2. Impose new funding requirements or expand existing ones on services delivered by local governments.
3. Shift state funding responsibilities onto local governments, including law enforcement and public safety activities.
4. Impose state fees, taxes or surcharges on local government services.
5. Place additional administrative burdens on local governments.

The Governor and General Assembly should:

1. Immediately examine state requirements and service expansions to determine those that can be suspended or modified to alleviate some of the financial burden on state and local taxpayers.

Here are three specific examples of what the state needs to do:

- Critique the Standards of Accreditation and Standards of Learning to determine which standards impose costs on local governments that are not recognized in state funding formulas. These standards should be suspended until the state meets its funding commitment. An example would be the recently imposed requirement for all 7th grade students to have an individualized academic and career plan.
 - Re-examine those Standards of Quality that the Board of Education has adopted, but that the General Assembly has not funded. These standards reflect prevailing practices necessary to improve children's academic performance. Their academic performance is crucial to students and schools meeting the accountability standards under the SOL and SOA. If funding is not available to pay for prevailing practices, the accountability standards should be adjusted so that local governments are not in the position of having to bear the entire burden of meeting these unfunded mandates.
 - Empower local governments to deal with the problem of stormwater runoff resulting from construction activities. Local governments require the authority to review, inspect and maintain stormwater best management post-construction practices. Further, local governments require the authority to adopt their own fee schedules designed to meet local needs.
2. Develop spending and revenue priorities. State tax credits, tax deductions and tax relief policies must receive the same scrutiny as spending programs.
 3. After all other actions have been taken including eliminating unnecessary programs, achieving greater program efficiencies, and streamlining service delivery, the state has the obligation to look at ways to increase revenues in order to meet its constitutional and statutory obligations to Virginia citizens.

Communications Sales and Use Tax

Honoring Commitments

VML supports legislation to reclassify the communications sales and use tax as a local, not state, tax.

Transient Occupancy Tax and On-line Travel Companies Government Reform

VML supports state legislation to ensure that transient occupancy taxes are based on the cost of the room as paid for by the customer. On-line travel companies collect and remit transient occupancy taxes based on the whole room price that hotels and motels charge them, and not on the room price charged to the consumer.

Retirement Benefits

Government Reform

VML supports the authority of local governments to determine their retirement decisions, including the selection of a defined benefit or a defined contribution plan. Further, local governments should have their own representatives at the table during discussions of VRS funding and plan design at the state level.

VML supports legislation to allow local governments the option of requiring Plan1 employees (those hired before July 1, 2010) to pay up to the 5 percent member contribution, provided an equivalent or greater salary increase is given.

Line of Duty Benefits

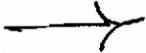
Honoring Commitments

VML supports efforts to return funding responsibility for the Line of Duty program to the state. Should local government be required to pay these benefits, VML supports legislative changes to allow local governments to have the authority to establish these benefits.

Reductions in aid to localities ("local aid to the commonwealth") Honoring Commitments

VML supports a budget amendment to reverse the \$60 million-a-year reduction included in the FY12 budget, and supports eliminating this across-the-board reduction in any future budgets.

D. General Laws



Eminent domain constitutional amendment

Government Reform

MORE INFO. ATTACHED.

The General Assembly should not approve a resolution to call for a vote on a constitutional amendment to limit the use of eminent domain. The amendment is unnecessary and will harm Virginia's citizens by severely limiting the ability of local governments and the state to carry out projects that help improve life for the Commonwealth's population, due to the amendment's language on lost access, lost profits and the loss of eminent domain where economic development, increasing jobs and increasing taxes are involved.

PS

Dangerous weapons in government buildings

General

The Virginia Municipal League supports legislation to allow local governments to prohibit or restrict the carrying of dangerous weapons in city and town halls, county administration buildings, public libraries, public community and recreation centers and public convention/conference centers.

E. Health & Education

Education funding

Honoring Commitments

A strong public school system is essential to economic development and prosperity. The state must be a reliable funding partner in accordance with the Virginia Constitution and state statutes. The Standards of Quality should recognize the resources, including positions, required for a high-quality public education system. VML opposes changes in methodology and changes in the division of financial responsibility that result in a shift of funding responsibility from the state to localities. As an example, VML opposes the elimination or decrease of state funding for state-mandated benefits for school employees.

Further, VML opposes policies that lower state contributions but do nothing to address the cost of meeting the requirements of the Standards of Accreditation and Standards of Learning. The State Board of Education should identify areas within the Standards of Quality and other educational requirements that can be modified or eliminated in order to provide localities with greater flexibility in their use of scarce education funds.

Definition of school age population

Government Reform

VML supports legislation to remove college students from the definition of school age children.

Psychiatric services for children and adolescents Honoring Commitments

A comprehensive plan for children's behavioral health services in Virginia should include continued state support of high-quality acute inpatient psychiatric services at the Commonwealth Center for Children and Adolescents. Services at the Commonwealth Center should include the use of telemedicine, training for community services providers, and technical assistance to help communities with diagnostic and treatment questions. Further, any expansion of the array of statewide basic community-based services must be accompanied by full state funding for such services.

Transportation

Transportation funding

Honoring Commitments

VML supports a transportation funding plan that is comprehensive and addresses investment across the state. Critical to this plan is a new dedicated and ongoing source of non-general fund revenue to support \$65 billion dollars in transportation needs as identified in VTrans2035, Virginia's statewide long-range multimodal transportation plan.

+ SEE ATTACHED PROPOSAL WHICH WOULD SIGNIFICANTLY REDUCE OUR HIGHWAY FUND ACCOUNT EACH YEAR. THIS IS A MAJOR CONCERN!

PS



LOCAL GOVERNMENTS WORKING TOGETHER SINCE 1905

Adobe Reader required.
Oct. 14, '11 Update
(PDF)

Update

The newsletter of the
Virginia Municipal League

October 14, 2011

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FROM THE CAPITOL

State considers reducing road maintenance funding More shifting of state costs to localities

The McDonnell administration may introduce legislation for the 2012 General Assembly that would reduce annual road maintenance payments to the 83 VML member governments that own and maintain their own streets. Under consideration is a reduction proposal of more than 20% - or \$76 million - using FY12 figures. Secretary of Transportation Sean Connaughton brought up the proposal at a recent meeting of the Commonwealth Transportation Board (CTB).

Specifically, legislation would be introduced to alter the current payment rate to urban localities to make the rate identical to what VDOT allocates for maintenance of the secondary road system. Currently, urban localities receive \$17,819 for each lane mile of arterial road and \$10,461 for each lane mile of all other streets they maintain. The exceptions are Arlington and Henrico counties which receive, by statute, \$16,896 and \$9,395 per all lane miles, respectively. Under the proposed allocation scenario all 83 localities would instead receive \$25,600 per lane mile of primary road and \$5,000 per lane mile for all other streets. Since localities maintain fewer primary roads than arterial roads, this means less funding.

Reductions in maintenance payments to each of the 83 localities under this scenario are shown below. VDOT staff presented this information on Oct. 11 at a select subcommittee meeting of CTB members studying the issue of maintenance payments.

Since 2002 the CTB has been transferring money from VDOT's construction budget to the agency's road maintenance budget to keep pace with both a growing and aging highway system. The consequence of this proposal is that the state shifts road maintenance costs to local governments. The proposal would not provide more funding for maintenance, would not improve the condition of urban and secondary roads and would not produce any savings in road maintenance costs.

Proposed Reductions in Road Maintenance Payments			
Locality	Reduction in \$	Locality	Reduction in \$
Abingdon	(336,510.80)	Luray	(154,690.44)
Alexandria	(317,784.70)	Lynchburg	(1,471,964.77)
Altavista	(220,882.61)	Manassas	(212,362.97)
Arlington	(9,213,716.98)	Manassas Park	(131,891.76)
Ashland	(155,963.39)	Marion	(254,895.08)
Bedford	(202,916.20)	Martinsville	(347,261.79)
Big Stone Gap	(159,067.52)	Narrows	(166,369.55)
Blacksburg	(708,409.57)	Newport News	(2,665,794.48)
Blackstone	(102,638.90)	Norfolk	(2,808,603.88)
Bluefield	(298,665.67)	Norton	(189,847.59)
Bridgewater	(160,042.93)	Orange	(28,116.69)
Bristol	(755,456.05)	Pearlsburg	(173,228.74)
Buena Vista	(283,743.36)	Petersburg	(776,052.92)
Charlottesville	(592,324.23)	Poquoson	(447,506.52)
Chase City	(171,905.55)	Portsmouth	(2,340,105.35)
Chesapeake	(5,714,879.62)	Pulaski	(221,600.57)
Chincoteague	(151,304.96)	Purcellville	(247,965.57)
Christiansburg	(752,493.03)	Radford	(251,121.48)
Clifton Forge	(166,833.38)	Richlands	(275,079.08)
Colonial Heights	(647,873.70)	Richmond	(2,933,229.43)
Covington	(261,241.45)	Roanoke	(2,532,866.83)
Culpeper	(364,868.80)	Rocky Mount	(130,660.54)
Danville	(1,080,922.48)	Salem	(760,466.32)
Dumfries	(121,124.98)	Saltville	(86,014.18)
Elkton	(179,305.76)	Smithfield	(515,026.91)
Emporia	(198,568.65)	South Boston	(148,491.12)
Fairfax	(158,303.15)	South Hill	(160,392.96)
Falls Church	(100,651.59)	Staunton	(695,613.95)
Farmville	(190,310.17)	Strasburg	(149,004.14)
Franklin	(80,497.87)	Suffolk	(3,447,480.54)
Fredericksburg	(423,945.76)	Tazewell	(5,233.13)
Front Royal	(424,477.92)	Vienna	(410,358.93)
Galax	(238,736.10)	Vinton	(307,829.50)
Grottoes	(186,335.88)	Virginia Beach	(8,865,278.76)





October 3, 2011

VML Annual Conference

Henrico County, Va.

Have Council
consider resolution
opposing this
legislation

~~Ask~~ Ask Del Barlow
to come to either
committee or council
to discuss

Passage of eminent domain constitutional amendment will drive-up cost of economic development in Va.

Virginia is contemplating adding an amendment to our constitution that will fundamentally change the law regarding eminent domain. That's a big deal because that's the power of a government agency – *including cities, towns and counties* – to require property owners to sell them land when the acquisition is for public use. The power is critical for enabling local governments to serve their citizens by carrying out projects for the greater public good. It has been an important tool for the growth of the state since the United States was formed.

Make no mistake about it ... the change to the constitution that is being contemplated is far-reaching and expensive. It would drive up the cost of acquiring land to a point where some projects simply will become too expensive to build – even a routine road widening. And ... it's filled with a host of unintended consequences that could very well prompt local governments to curtail community celebrations, including parades and ... festivals.

So ... what else do you need to know?

First off, it's worth noting that a case like Kelo could never have happened in Virginia. In fact, the two or three cases that promoters of the amendment use could not happen under the current law, because the law was changed to specifically deal with those old cases.

Secondly, as elected officials, we know that our cities, towns and counties work hard to avoid using eminent domain when buying land from citizens.

Most importantly, know that if the use of eminent domain is severely restricted by this constitutional amendment, the cost of building certain public improvements will increase, perhaps dramatically in some instances. When that occurs, it will be Virginia residents who will be forced to pay higher local and state taxes to cover the increased costs. The increased costs will retard economic growth. Fewer jobs will be created.

Here's why:

The amendment has two provisions that will be very expensive for taxpayers. The first involves lost profits and lost access. The second provision prohibits using eminent domain for economic development.

- City four-lane street through commercial corridor is overloaded. The city installs medians and traffic lights to improve traffic. Every business along the street has lost access – no left turn in or left turn out. Every business can sue the city for that lost access. The taxpayers foot the bill.
- Town holds major festival – attracts thousands – closes Main Street for three days. Every business that can't access its shop (plumbers, dry cleaners, attorneys, doctors, accountants, car repair shops, car dealerships, etc.) can sue the town for lost access and lost profits. The taxpayers foot the bill. Winchester Apple Blossom Festival? Clarksville Lakefest? Virginia Beach's Pungo Strawberry Festival?
- Water main breaks in the middle of winter on a busy commercial street – repairs close the street for 4 days. The businesses on the closed street have claims for lost access and lost profits – and the taxpayers foot the bill.

Now let's talk about what happens if you cannot use eminent domain when a project is for "economic development."

The amendment prohibits eminent domain if the purpose is for "increasing jobs, increasing tax revenue, or economic development."

When a locality negotiates with a landowner to buy land, the locality and landowner know that fair market value is the standard – if the locality

owners want – and the taxpayers foot the bill, or the county abandons the project because it's too expensive. The 100 jobs the park projected – gone.

These examples also make it clear that this amendment will be a jobs-killer, when localities and the state are forced to stop projects due to the costs. Every project that a locality abandons due to the increased costs will be an opportunity for new jobs that is lost.

There is no question that some other parts of the amendment reflect the current law on the books. Those parts could become part of the constitution without harming the citizens. However, the two provisions that we're talking about today will be very expensive for the citizens of Virginia.

We have copies of this talk for you at the doors. We strongly encourage you to talk with your Senators and Delegates about what this amendment will do to Virginia and especially to the taxpayers who foot the bill for it. You will be hearing much more on this from VML. Please talk with your members of the General Assembly to strike the amendment's two harmful provisions.