

SMITHFIELD TOWN COUNCIL AGENDA



April 2nd, 2013 at 7:30 p.m.

Held at Smithfield Center, 220 N. Church Street

A. INFORMATIONAL SECTION:

1. Manager's Report
 - a. March Activity Report

B. UPCOMING MEETINGS AND ACTIVITIES:

- | | | |
|----------|---|--|
| April 2 | - | 7:30 p.m. – Town Council Meeting |
| April 4 | - | 2:00 p.m. – Windsor Castle Park Foundation Board |
| April 9 | - | 7:30 p.m. – Smithfield Planning Commission |
| April 16 | - | 7:30 p.m. – Board of Historic and Architectural Review |
| April 18 | - | 8:00 a.m. – Special Finance Committee Budget Work Session |
| April 22 | - | 4:00 p.m. – Town Council Committee Meetings (Consecutive)
Police Committee
Water and Sewer Committee
Finance Committee |
| April 23 | - | 4:00 p.m. – Town Council Committee Meetings (Consecutive)
Fire and Rescue Committee
Public Works Committee
Public Buildings and Welfare Committee |

NOTE: All of the above public meetings will be held at the Smithfield Center, unless otherwise noted.

C. Public Comments:

The public is invited to speak to Council on any matters, except scheduled public hearing(s). There will be a separate sign up sheet for public hearings. For public comments please use the appropriate sign-up sheet. Comments are limited to five (5) minutes per person. Any required response(s) from the Town will be provided in writing following the meeting.

- A. Briefing by Mr. Al Casteen, Isle of Wight County Board of Supervisors, Smithfield District

D. Council Comments

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council Meetings. ADA compliant hearing devices are available for use upon request. Please call (757) 356-9939 at least 24 hours prior to the meeting date so that proper arrangements may be made.

- E. Summary of Consent Agenda items**
- a. Police Committee Chair, Connie Chapman
 - b. Finance Committee Chair, Randy Pack
 - c. Public Works Committee Chair, Michael G. Smith
 - d. Public Buildings and Welfare Committee Chair, Dr. Milton Cook

CONSENT AGENDA ITEMS

- C1. Motion to Approve New Parade Route for Christmas Parade**
Police Committee Chair, Connie Chapman **TAB # 1**
- C2. Resolution to Request the Smithfield Police Department to be a Certified Lock-Up Facility from the Virginia Department of Corrections**
Police Committee Chair, Connie Chapman **TAB # 2**
- C3. Motion to Approve Amendments to IOW Emergency Communications Center MOU**
Police Committee Chair, Connie Chapman
- C4. Invoices Over \$10,000 Requiring Council's Consideration:**
- | | |
|---|-------------|
| Finance Committee Chair, Randy Pack | |
| a. REW Corporation | \$34,061.52 |
| b. USbank (General Obligation Bond) | \$25,723.13 |
| c. E911 Dispatch – Quarterly Contribution | \$24,643.75 |
| d. Tourism – Quarterly Contribution | \$52,494.00 |
- C5. Motion to Approve Proposed Recreational Complex/ Ball Field Concept and Funding Commitment of \$200,000 as the Town's Contribution**
Finance Committee Chair, Randy Pack
- C6. Resolution to Authorize the Town Treasurer to Continue Banking Services with TowneBank and Farmers Bank**
Finance Committee Chair, Randy Pack **TAB # 3**
- C7. Resolution to Authorize the Town Treasurer to Execute a Contract with Robinson, Farmer, Cox Associates for Audit Services**
Finance Committee Chair, Randy Pack **TAB # 4**
- C8. Motion to Renew Street Maintenance Contract with Blair Brothers, Inc for One Additional Year**
Public Works Committee Chair, Michael G. Smith
- C9. Motion to Authorize the Town Manager to Accept Street Paving Proposals from Blair Brothers, Inc.**
Public Works Committee Chair, Michael G. Smith
- C10. Motion to Approve AVES Refuse and Recycling Collection Contract Renewal as Amended**
Public Works Committee Chair, Michael G. Smith **TAB # 5**
- C11. Motion to Approve Smithfield 2020's Lamp Post Flower Pot Initiative**
Public Works Committee Chair, Michael G. Smith
- C12. Motion to Approve Smithfield Woman's Club Request to Place Pinwheels at the Town Entrance Sign for the Month of April in Support of Child Abuse Prevention Month**

Public Works Committee Chair, Michael G. Smith

C13. Motion to Approve Franchise Agreement Renewal with Charter Communications Cable

Public Buildings and Welfare Committee Chair, Dr. Milton Cook

C14. Motion to Authorize a Public Hearing for Town Boundary Line Adjustment at Battery Park Road and Great Springs Road for May 7th Town Council Meeting

Public Buildings and Welfare Committee Chair, Dr. Milton Cook

ACTION SECTION

1. Motion to Approve the Town Council Minutes for the Meeting of March 5th, 2013

Town Attorney, William H. Riddick, III

2. New Business:

3. Old Business:

4. Closed Session:

5. Adjournment

April 2, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: MONTHLY ACTIVITY REPORT – March 2013

TOWN MANAGER'S OFFICE:

- a. Attended: Smithfield 2020, Windsor Castle Park Foundation Board, Shared Services, Chamber of Commerce Post Legislative Breakfast and Leadership Program, IOW Emergency Communication Center Board and Obici Healthcare Foundation Breakfast with Mayor Williams.
- b. Participated in town staff CPR/AED training.
- c. Participated in Annual Audit Services Interviews along with Town Treasurer, Vice Mayor Gregory and Councilman Pack.
- d. Mayor Williams, William Saunders and I met with Mayor Mason and other representatives for the Town of Waverly regarding strategies for addressing derelict structures.
- e. Utilized one half day of vacation leave and one day of sick leave this month.

TOWN CLERK'S OFFICE:

- a. Transcribed and proofed the monthly minutes for Town Council, Planning Commission and Board of Historic and Architectural Review
- b. Participated in town staff CPR/AED training.
- c. Staff attended Windsor Castle Foundation Board Meeting on March 7th.
- d. Staff attended Special Windsor Castle Foundation Board Meeting on March 18th
- e. Prepared March Town Council Committee Agenda, and April Town Council Agenda
- f. Attended Town Council Committee meetings on March 25th and 26th and prepared summary reports of the committees.
- g. Continue to work on sorting and labeling Treasurer and Public Works Files
- h. Prepared Spring Newsletter

TREASURER'S OFFICE:

- a. Reconciled February cash balances and prepared February financial statements.
- b. Began budget process with projected general fund revenues.
- c. Participated in CPR/AED class presented by the Rescue Squad on March 7 at the Smithfield Center.
- d. Received banking RFP's on March 8. Randy Pack, Andrew Gregory, Peter Stephenson and I conducted interviews with representatives from four banks on March 18, 19, and 20.
- e. Met with Steve Brich from Kimley Horn, Bill Hopkins, and Peter Stephenson on March 14 to review additional eligible expenses and final draw for the South Church Street project.
- f. Prepared and submitted the Annual Highway Maintenance Report to the Weldon Cooper Center.
- g. Mailed business license applications to all existing businesses in the Town. They are due on April 15.
- h. Met with Bill Hopkins, Jessie Snead, and Sonja Eubank on March 28 to discuss projected budget expenses for water, sewer, highway, public works, and Windsor Castle.

PUBLIC WORKS:

- Staff performs the following duties on a monthly basis:
Miss Utility marking, read meters for billing and to transfer property owners, cut offs and cut-ons, check pump stations daily, install and repair street signs, replace and repair broken water meters, take a minimum of 8 water samples and have them tested, flush water lines, repair radio or touch pads after each reading if needed, maintenance on town owned buildings.
1. **Sewer Line Repairs and Maintenance:**
 - a. Continued work on manhole inspections and air release valves - both 51% complete.
 - b. 327 and 333 Main St. - repaired and replaced sewer clean outs and laterals.
 - c. 902 Talbert Dr. - cleaned out clogged sewer lateral - blockage was on Town side.
 - d. Lewis Construction Company completed sewer hook up with a town side cleanout at 716 Smithfield Blvd.
 2. **Sewer Pump Station Repairs and Maintenance:**
 - a. Weekly and daily checks on all 27 pump stations.

- b. Performed the following scheduled maintenance at all pump station
 - Cleaning of wet -wells
 - Alarms testing
 - Sump pump cleaning
 - Check Valve cleaning and repair
 - Generator checks / Godwin pump checks
 - Control Panel / Flow monitor checks
 - Fence and Grounds
 - Inspected Structure
 - Inspect and clean pumps
 - Level system check
 - Test limit switches
 - Bar screen cleaning
 - Rain gauge checks.
- c. Did preventive maintenance at various pump station and generator sets.
- d. Replaced pump at Canteberry pump station - still waiting on other pump for Riverside pump station.

3. Water Line Repairs and Maintenance

- a. Staff made a water tap at 523 pagan Rd.

4. Well Repairs and Maintenance

- a. All wells except 8A and 10 A (at RO Plant) are off now that RO plant is running. Upgrades to well houses are being planned to keep wells in operating condition in case of an emergency. Emergency wells are flushed once a month.

5. Water Treatment Plant

- a. Daily lab analysis, sampling and reports for VDH, HRSD, DEQ and ITT.
- b. Preventative maintenance was performed on lime feeder.
- c. Operators changed oil in well pumps 8A and 10, also high service pumps 610 and 620.
- d. Operators met with Kimley Horn to discuss plant performance.
- e. Gary Gandee received his Class IV Waterworks Operator License.

6. Safety

- a. Monthly truck inspections.
- b. Monthly playground inspections.
- c. All Public Works employees attend First Aid/CPR/AED and Bloodborne Pathogens training.

7. Miscellaneous

- a. Clean off and repaired walking trails at the Windsor Castle Park twice a week by grounds crew or as needed. Trash cans, recycle bins, information stands and doggie bags are emptied, cleaned or refilled as needed on Mondays and Fridays.
- b. Grounds crew- trash pick up to keep the Town clean: Great Springs Rd., Battery Park Rd., Rte 10 Bypass, John Rolfe Dr. Main St./258 and Waterworks Rd and other areas.
- c. Minor repairs at Town Hall and Town Buildings.
- d. Working very hard on the new shelves and the inventory.
- e. Did brush removal at Water Works Dam still have a few places to clean up.

PLANNING AND ZONING:

1. Planning Commission – 03/11/13
 - A. *PUBLIC HEARING* - Capital Improvement Plan Review – Town of Smithfield – Recommended approval to Town Council.
2. Rezoning Applications under review
 - A. None
3. Special Use Permit Applications under review
 - B. None
4. Subdivision and Site Plans under review
 - C. None
5. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I (95% complete)
- B. Smithfield Manor Townhomes (Formerly Halstead Landing) (75% complete)
- C. Lakeview Cove Condos (75% complete)
- D. Smithfield Foods Test Kitchen (98% complete)
- E. True Value (98% complete)
- F. Main Street Baptist Church (85% complete)

6. Board of Zoning Appeals 03/19/13

- D. No Meeting Held

7. Board of Historic & Architectural Review 03/19/13

- A. Proposed New Sign – 113A North Church Street – Non-Contributing – Sharon Elizabeth Hundley, Sharon Elizabeth Photography, applicants - Approved.
- B. Proposed New Sign – 113B&C North Church Street – Non-Contributing – Patricia Magner, This Little Piggie, LLC, applicants - Approved.
- C. Proposed Roofing Material Change – 304 Main Street – Contributing – John Blair, applicant - Approved.
- D. Proposed Exterior Renovations – 426 Main Street – Contributing - Tommy Askew, Beth Aberth, applicants - Approved.
- E. Proposed Garden Shed – 214 Drummonds Lane – No Designation – Scott Deese, Ashett Const., LLC, applicants - Approved.
- F. Proposed Hanging & Stationary Planters – Main Street & Church Street – Mark Hall, Smithfield 2020, applicants - Approved.
- G. Proposed Public Statuary/Sign – Northeast of Intersection of Main Street & Rt. 10 Bypass– VDOT Right of Way – Judy Winslow, IOW Tourism, applicant - Approved.
- H. Approval of the November 20, 2012 meeting minutes - Approved as presented.
- I. Approval of the January 15, 2013 meeting minutes – Approved as presented.

ENGINEERING:

- A. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans. Homes are under construction at this time.
- C. Lakeview Cove, contractor Wolf Constr. has installed all E & S controls as per the approved site plans and required by the Town. Condominiums are under construction at this time.
- D. South Church Street Streetscape Project, a walk through inspection was performed with the contractor. Several minor issues were found and a punch list formed noting this work. Weather permitting the work should be completed the month of March.
- E. Blair Bro.'s Contr. started and completed storm drain pipe and drop inlet repair on Keswick Place & Manchester Court in the Waterford Oaks subdivision. Contractor patched potholes at various locations on Battery Park Road and Jericho Road. Contractor also asphalt patched then applied stone to three Public Works sewer and water tie-ins on Main Street. Contractor installed shoulder stone along areas on Jericho Road.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING
HELD ON MONDAY, MARCH 25TH, 2013

The Police Committee met Monday, March 25th, 2013 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending was: Ms. Connie Chapman, Chair. Other Council members present were Mr. Randy Pack, Mr. Michael G. Smith, Dr. Milton Cook, and T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Ms. Lesley G. King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Mr. Steve Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Police Chief; Mr. William H. Riddick, III, Town Attorney; and Ms. Comarth Saunders, Financial Analyst; Also in attendance was Ms. Dee Riggs of Woods Edge Apartments and Ms. Gina Ippolito There was no media present.

Committee Chair, Ms. Chapman called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA

1. New Parade Route for Christmas Parade – Chief Bowman reported that the Police Department has met with Tourism to discuss new route. The town would like to utilize a portion of Jericho Road as a staging area. The actual route will be the same as in prior years. The expansion of the staging area is to alleviate some of the backup that occurs at James and Washington Street. Chief Bowman reported that for a short period of time there would be one-way traffic on Jericho Road for lining up parade participants. The thought is to close the park for a couple of hours because it would be very hard to get emergency vehicles in the park area if needed during this time of one-way traffic. Chief Bowman stated that a map of the new route will be sent to Town Council prior to Town Council meeting. The new route may be shortened as they get the total number of participants but it cannot be expanded further than what Town Council is approving at this time. The goal is to have a parade that flows well and eliminates the congestion that has occurred in prior years.

2. Amendments to IOW Emergency Communications Center MOU – The Town Manager reported that he did a brief memo and included the updated MOU that was adopted by both the Town of Windsor and Isle of Wight County last April and May. The Town Manager pointed out that this is really just a housekeeping item with minor changes to the original MOU that was adopted back in 2002. Since that time there have been a couple of times when state legislation changed regarding the E911 taxes and how they are distributed. The Town of Smithfield's portion has been 25% since 2002 which was based on population, telephone access lines and calls for service. The Town of Smithfield's portion has increased from 25% to 28.5% according to the 2010 Census information. The Town of Windsor only went up a half of percent to 8.5% and Isle of Wight County went down slightly. These new percentages are reflected in this new MOU. The Town Manager stated that he and Chief Bowman at a recent Emergency Communications meeting were reminded that the Town of Smithfield had not yet adopted the new MOU. Once adopted it would be effective at the start of Fiscal Year 2013\2014. Committee recommends approval of MOU.

3. Resolution – Temporary Holding Cell Facility - Chief Bowman reported that the design of the police station when it was built called for two lockup facilities to be installed during the course of the construction. In Virginia you are not allowed to just build lockups and start using them. The department has just finished the policy review phase as well as the inspection phase by the Virginia Department of Corrections. They came down last week to look at the facility and policy. They indicated that everything was good to go as far as that was concerned. However they did ask that the Police Department provide a resolution joining the Town of Smithfield and the Virginia Department of Corrections in a more formal agreement promising that the town will operate under the public corrections guidelines which must be done so the facility is not shut down. This resolution brings the Town Council into the loop as far as the management of the facility. Chief Bowman stated that staff would work on preparing a draft resolution to be adopted by Town Council.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Operational Updates – Chief Bowman reported that due to the recent activities in the Wrenn Road area he has made contact with both the local managers as well as the regional managers of Woods Edge and Jersey Park Apartments. They met today with himself, Deputy Chief Howell, the Town Manager and Mayor Williams. The meeting was to discuss ways to work toward a better and safer community. What was working well on one side opposed to the other side. He stated that the Jersey Park manager brought a representative from the security company that they have obtained to provide security services for their side. Chief Bowman stated that he thought it was a very productive meeting. They went over policy and procedures that pertained to trespassing and loitering. Chief Bowman explained very directly what the town's expectations are as far as conduct within a private property facility. The town was also very direct on what services they could provide from a police perspective. At the conclusion of the meeting

the town had a pretty good idea of what direction they need to go in to make this area a safer place to live. There are a number of wonderful individuals that live in these facilities that deserve to live in a safe environment. Chief Bowman acknowledged that Ms. Dee Riggs property manager for Woods Edge Apartments was present. Committee thanked Ms. Riggs for being part of the work session earlier to make Woods Edge and Jersey Park Apartments a safe place to live. Chief Bowman reported that they have finished testing and interviews to fill the one vacant position. They are now in the process of conducting background investigations and should be back to full staff soon. Chief Bowman also reported that it has been a year since Farmers Bank was robbed. The jury trial for one of the individuals involved has been slated for three days at the end of April. Shortly after that the other cases will follow.

2. Golf Cart Ordinance Implementation Update – The Town Manager asked Chief Bowman how things have gone since the ordinance of golf carts in five neighborhoods was implemented in June 2011. Chief Bowman replied that it has been uneventful. The Town Manager explained that there has been some desire now that all neighborhoods town wide have a 25 mph speed limit to open golf cart usage up to all neighborhoods within the town. Dr. Cook also asked Chief Bowman what the protocol is to getting your golf cart registered. Are there any recommended changes that would simplify the process of registering golf carts? Chief Bowman stated that he does have a golf cart and it is permitted. The process that the town has now is just as involved as titling a motor vehicle. He mentioned that he has given the Town Attorney some information to determine what the state actually does require. Chief Bowman stated that the only thing that the state requires to be done is having a slow moving vehicle emblem on the golf cart. Chief Bowman stated that it is up to Town Council on what they want to do as far as regulations and accountability but if the town decided to lessen the regulations of golf carts his suggestion would be to require a slow moving vehicle emblem as state requires and it may only be operated in areas designated as 25 mph or below. He explained that as far as the permit aspect of the golf once registered it does not serve any law enforcement functions. The other side does registering the golf carts generate revenue? Discussion was held on what streets would be included if golf cart usage was opened up to all neighborhoods town wide. Ms. Chapman asked how many people have actually registered their golf carts? The Town Treasurer replied that the town had four registered users last year and three for this year. Chief Bowman stated that they have encountered very few on the streets that are not supposed to be on the streets. Chief Bowman stated that residents are not going to obtain a permit to ride a golf cart in neighborhoods that it is not permitted in. Chief Bowman explained that the way the town's ordinance reads is you can cross over a 35 mph street to get to another 25 mph neighborhood only if you can cross at an intersection with a traffic signal. There are none of these located in the town so golf cart users are isolated to their neighborhoods. Discussion was held on the difference between golf carts and low speed vehicles. Low speed vehicle must be titled just like a vehicle and can be driven on streets up to 35 mph. Dr. Cook expressed his concerns of opening up golf cart usage town wide in the area of John Rolfe Drive until it changes to Moonefield Drive. The Town Attorney stated that with the recent action taken by Town Council to change all neighborhoods within the town to 25 mph it has made all neighborhoods eligible for golf cart usage. Committee agreed that this item

should come back to committee next month with more information to amend ordinance of golf cart usage. Committee asked that staff look into following state requirements and not over regulate golf cart usage. Requirements would include must be 16 with a drivers license, a slow moving emblem, and headlights if operated after dark. Chief Bowman stated that from a safety perspective he has a problem with allowing golf carts to be driven after sunset. The Town Attorney suggested keeping the permit provision. Even if the town takes away all the other requirements you would know who has a golf cart and who has insurance on them. Chief Bowman stated that the liability insurance on a golf cart is not expensive. Committee agreed that the goal is to simplify the process of permitting golf carts. Ms. Chapman asked that when gathering information to bring back to next month's committee meeting that the permit process should include the suggestions may by the Town Attorney, Chief Bowman and Committee such as proof of insurance and a slow moving vehicle emblem.

3. ADDITIONAL ITEM DISCUSSED: Smithfield Police Department Ball Game - Deputy Chief Howell reported that officers from the Smithfield Police Department, Isle of Wight Sheriff's Office, Virginia State Police as well as other jurisdictions around the area are playing against each other in some basketball tournaments to help raise money for the Relay for Life. At this time the Smithfield Police Department has won their first game against Isle of Wight County. He explained that he was not sure who was playing this Saturday but it will be at the Smithfield High School at 8:00 a.m. Ms. Chapman stated that she thinks it is wonderful that they are engaging into physical activity and supporting their community at the same time. She encourages anyone that can to come out to the high school on Saturday morning to support our officers.

The meeting adjourned at 4:39 p.m.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE
MEETING HELD ON MONDAY, MARCH 25th, 2013

The Water & Sewer Committee held a meeting on Monday, March 25th, 2013 at 4:39 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending was: Mr. Michael G. Smith. Other Council members present were Ms. Connie Chapman, Mr. Randy Pack, Dr. Milton Cook, and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; and Ms. Comarth Saunders, Financial Analyst. Also in attendance was Ms. Gina Ippolito. There was no media present.

Committee Member, Michael G. Smith called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA

1. Regional Sanitary Sewer Consolidation Study Update - The Town Manager stated that he had e-mailed this out to Town Council a couple of weeks ago when it came via e-mail from Hampton Roads Planning District Commission (HRPDC) to the Chief Administrative Officers. Mr. Caskey did the same thing with Isle of Wight County Board of Supervisors. The Town Manager stated that he wanted to include it on the agenda as public information. Mr. Hopkins and Mr. Snyder of Draper Aden have attended two meetings to date at the Town Manager's request. There are a series of additional meetings in the future. Mr. Snyder of Draper Aden has submitted a proposal to the town but since it has not been discussed with the Water and Sewer Committee Chair staff has deferred that to the next month's Water and Sewer Committee. Additional analyses maybe required with Draper Aden's assistance to see where the town stands in the process. There are a lot of assumptions that are being made as to whether everyone's assets would just be donated to HRSD and how would the debt service fee work to the regional structure. The Town Manager stated that if the town turns everything over to the state then the town has zero control over rates. At this time the town controls collection cost however the treatment cost are out of our hands. The town has until the summer when the study comes out to discuss our options. The Town Manager stated that he thinks that some localities will see this as a good thing where others will not because you lose complete control of economic development. Mr. Hopkins mentioned that localities

like the City of Portsmouth has no room for expansion and their system is so old they would welcome the idea of giving their sewer system to someone else to deal with. Dr. Cook expressed his concerns with giving up utilities. The Town Attorney stated that if the town gives away our utilities you lose the ability to do anything you want to do. He stated that in his opinion it would be a mistake to give up our utilities. Mr. Hopkins stated that he thinks there would be a customer satisfaction issue. HRSD does not know the town, area or the people. The Town Manager stated that once this study is completed the town will have the option to opt in or out. This item was for informational purposes only at this time and staff will keep council update as new information is received.

2. ADDITIONAL ITEM DISCUSSED: Groundwater Withdrawal Permit – The Town Attorney stated that he, the Town Manager and Mr. Hopkins will be going back to the Virginia Department of Environmental Quality (DEQ) in Richmond on Friday in regards to the groundwater withdrawal permit application. He explained that the last time the town was there Smithfield Foods was also there and DEQ gave the town all this information that was completely unreasonable. Smithfield Foods came back with a revised proposal and it includes them putting in a well nest in Southampton County. The town has mimicked everything that Smithfield Foods did. There is no need to put a well nest in Smithfield because we already have enough wells and that would be a waste of money. Smithfield Foods has agreed to find a place out there on one of their farms to this and pretty much pay for most of it. The town may end up paying for a third of the project. They want to get this permit done this year before the administration changes. They are predicting things to get worse rather than better. The town has revised our permit application and it is a mirror image of Smithfield Foods. The meeting Friday is to get DEQ to bless it. The goal is to get both permits approved together for a ten year period.

The meeting adjourned at 4:52 p.m.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, MARCH 25TH, 2013

The Finance Committee held a meeting on Monday, March 25th, 2013 at 4:52 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; and Dr. Milton Cook. Other Council members present were: Mr. Michael G. Smith, Ms. Connie Chapman, Ms. Denise Tynes and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Ms. Ellen D. Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; and Ms. Comarth Saunders, Financial Analyst. Also in attendance was Ms. Gina Ippolito of Smithfield on the Move. There was no media present.

Committee Member Mr. Randy Pack called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA

1. Invoices Over \$10,000 Requiring Council Consideration:

a. REW Corporation \$34,061.52

This Invoice is for installation and wiring of new radios, commission new radios system, adjust antennas and ground antennas at some of the town's pump stations. Mr. Hopkins stated that town staff is requesting approval of the entire invoice however only \$25,000 would be paid at this time until work has been completed and staff is satisfied that everything is working properly. Committee recommended approval of invoice.

b. USbank (General Obligation bond) \$25,723.13

This invoice is for the town's semi-annual payment for a General Obligation Bond. Committee recommended payment of invoice.

2. Proposed Recreation Complex/Ball Fields – Mayor Williams reported that the proposed ball fields were approved at the Isle of Wight Board of Supervisors meeting on March 21st. It has not been decided at this time how they plan to fund their portion of the project. Mayor Williams also stated that the Smithfield Recreation Association (SRA)

has also blessed the concept of the new baseball fields. The Smithfield Town Council will vote April 2nd on whether to support or not support the proposed ball park concept. If approved next week it would then be turned over to the Town Manager, County Administrator and the lawyers to determine how to handle the project. Ms. Minga will be involved to help with the funding of the project. Dr. Cook asked if we are talking about funding or the fields in general at this time. Mayor Williams stated that we cannot talk about funding until the ball park concept is approved by Town Council. Mayor Williams stated that the town needs to determine if we are going to be able to take \$200,000 out of our budget to support this project before we approve the overall ball park concept. Mr. Pack clarified that the town needs to do a commitment letter to Smithfield Foods letting them know that we accept their offer to build a recreation complex and the town is obligated to fund \$200,000 as the town's portion of the project. Mayor Williams stated that Isle of Wight County and SRA will also be responsible for providing Smithfield Foods with commitment letter as well. The county will be paying their \$200,000 because they voted on it however they do not know how they are going to pay for it at this time. In discussions it has been mentioned that it is a possibility that the town could finance everything and then SRA and the County would pay the town back with interest. Mayor Williams stated that SRA will put their land up for sale and a meeting has been scheduled with a potential buyer this week. The current assessment on that property is \$440,000. Dr. Cook asked how much money SRA was being asked to put in towards the new facility. Mayor Williams stated that their money is the sale of Beale Park. Whatever Beale Park sells for the entire amount will go towards the new facility. The Town Attorney stated that SRA is not going to have the money until Beale Park sells. It is worth \$440,000 but in all reality it is worth what someone is willing to pay for it. It may also take awhile for the property to sell. He continued to explain that it may come to a point where the town will need the money before the property sells and the town needs to have the financing available. The town needs to plan on coming up with the six hundred thousand. If it is not needed then great but at least it is there if the town does. The Town Attorney also stated that with SRA the town may want to put a lien against the property so that when the property sells that money comes back to the town. He continued to explain that if the town wants to move forward with the recreation complex then the town has to take the lead and determine how to we are going to pay for it. Discussion was held on what amount would need to be financed. It was determined that Isle of Wight County and the Town of Smithfield's portion of the funding would be \$200,000 each and SRA's portion is \$400,000 so total financing would be \$800,000. Mayor Williams stated that he thinks the town only needs to look at financing \$600,000. A lengthy discussion was held on planning to finance the \$800,000 even if we end up not needing it. It would be better not to use rather than find out later that we did not finance enough and we have to ask for more. At this time we do not know how long it will take to sell the property at Beale Park. More than likely the bills for the new facility will be coming in before that property is sold. Mayor Williams stated that Mr. Luter came to the town approximately three years ago and wanted to pay everything to build a ball field in Windsor Castle Park. There was no questions for anybody other than approving the location of the ball field at Windsor Castle Park. That offer fell through and now they are proposing to give the town one million dollars to build the ball fields off of Great Springs Road. Ms. Minga asked who would be paying on the front end of the project if approved. Mayor Williams

replied that Smithfield Foods would pay their million first. The Town Attorney stated that the town would obtain a construction loan for the non Smithfield Foods portion of the financing. You do not have to get any further into details than that. Mr. Pack stated that the bottomline is that the town has to commit to the concept of the ball park and the funding up to \$800,000 which is the non Smithfield Foods portion of the project. Mayor Williams expressed concern on how the public will perceive the town committing to \$800,000 in funding for this project. The Town Attorney explained that this is considered a bridge loan and the town's portion of the commitment is only \$200,000. The town is facilitating the front end of the construction money to make this project happen in a timely fashion. The town will be getting commitments from other partners to be reimbursed. Someone has to do this to facilitate the construction of the project. Isle of Wight County is not going to do it because it is not their project and SRA does not have a way to do it. Ms. Minga mentioned that once we have finalized our banking relationships she would approach them and get some feedback on what financing might be available. She also asked if the County would be paying their portion to the town plus interest. Mayor Williams replied that they would be paying their \$200,000 plus interest. Dr. Cook stated that before he can get behind spending money on this project he needs to support the project. At this time he still has reservations with the entire project. He expressed his concerns about putting public funds into a private entity that the general public has no access to because it will be gated unless there are games or practices scheduled. Mayor Williams stated that there was one group of citizens present that had requested that a gate be installed. Mayor Williams stated that they are no ways near finalizing that type of stuff. Once the concept of the ball park has been approved then a Board of Directors will be created to work out the details. Dr. Cook asked how many fields are going to be at the new complex without the challenger field. Mayor Williams replied six. Ms. Chapman stated that she has had many calls from citizens in the Cypress Creek neighborhood with concerns on the details such as will the town be putting up new landscaping to block the lights that are shining in their back yards. These types of things could substantially impact the cost of the project. Ms. Chapman stated that she is all for the town having this type of establishment but she wants to be educated to know how to respond to citizens questions and concerns. The Town Attorney stated that essentially the town will need to have an operator's agreement in place with SRA stating that this is our property and we are going to let you use it but in return you are going to maintain it. Mr. Smith expressed his concerns over the impact on the road in that area with the increased volume of traffic. The Town Manager stated that the town may have some expense to improving the road in that area. The town does own the road and the right of way however the right of way is very limited so if the road needs to be widened additional right of ways would need to be obtained. Mr. Pack stated that for clarification purposes Town Council needs to conceptually agree, at their April 2nd meeting, to move forward and approve the proposed ball park concept and commit to our portion of the funding in an amount of \$200,000. The Town Attorney stated that Dr. Cook brought up a very good question in regards to funding a private entity with public funds. He stated that this is handled just like the YMCA contribution. Unless the town is going to establish a Parks and Recreation Department of our own we can legitimately, if you think it is a good project, say this is a reasonable thing to do. We are meeting our recreational needs and we are doing it in conjunction with someone that has better expertise in it than the town does. Committee

recommended it go to Town Council for consideration of the Recreation Complex/Ball Fields on Great Springs Road.

3. Banking Service Recommendation – Mr. Pack reported that the Town Treasurer, the Town Manager, and Vice Mayor Gregory have interviewed Olde Point National, Farmers Banks, TowneBank and BB & T for banking services. He explained at the conclusion of the interviews it was recognized that it would be in the town's best interest to continue our banking relationships with TowneBank and Farmers Bank as our two banking institutions. The Town Treasurer stated that six RFP's were received total with the other two being Wells Fargo and Bank of Southside Virginia. She explained that Wells Fargo did have a lot to offer but their fees were out of our league. The Bank of Southside did not follow the RFP instructions so they were out as well. The four banks that were interviewed all brought something to the table. The town was very impressed with the response from the RFP compared to what the town has received in the past. The Town Treasurer stated that in the end it was based on their fee base. All were willing to offer the town lines of credit for a half a million and a million. The half a million being for the Pinewood Heights project and the million for operations that we utilized last year. TowneBank and Farmers Bank neither had fees associated with the lines of credit where as Olde Point National and BB& T did. They all offered bank cards. Currently the town has bank cards through Bank of America which we have no banking relationship with and the hope is to bring that to the bank that the town is doing business with. The current relationship that the town has with TowneBank and Farmers Bank are very good. TowneBank offered us the highest interest rate if we would move a couple of our accounts that we have with Farmers Bank over to them. Mayor Williams asked why we use two different banks instead of keeping the business at the local bank. The Town Treasurer stated that the idea of having two banking relationships is to spread the town's money around so that it is not all in one place. She explained that most localities have banking relationships with more than one bank. Committee recommends to Town Council to retain the two banking relationships that we currently have with Farmers Banks and TowneBank.

4. Audit Service Recommendation – Mr. Pack stated that he, the Town Treasurer, the Town Manager, and Vice Mayor Gregory had also met to interview audit firms. He stated that they followed up on some of the recommendations and it looks like the town will have considerable savings for audit services. The Town Treasurer reported that they interviewed three out of the five firms that responded to the town's RFP. All three firms were very professional and gave really good presentations. References were checked and as expected the references were positive from existing customers. Robinson, Farmer, Cox Associates offered significantly lower pricing than both Dixon Hughes Goodman and Brown Edwards & Co. The Treasurer summarized the cost difference between the three firms interviewed. She stated that Robinson, Farmer, Cox Associates does a lot of audits for localities in the state. Our current audit firm asked that the town check a reference on Robinson, Farmer, Cox Associates that they did not think would be very favorable. When checked the business stated that she thinks Robinson, Farmer, Cox Associates could be a very good thing for smaller localities such as Smithfield. The city of Williamsburg uses Robinson, Farmer, Cox Associates as their audit firm and spoke

very highly of them. Committee recommends to Town Council for Robinson, Farmer. Cox Associates to provide the town with audit services for the next three years with two possible one year extensions.

5. ADDITIONAL ITEM DISCUSSED: Quarterly Contributions to IOW – The Town Treasurer stated that the town has paid half of what we had budgeted for Tourism and E911 Dispatch. She asked if committee would like to go ahead and pay another quarter so the town will only have one quarter left as we approach the end of the fiscal year. Committee asked the Town Treasurer what her recommendation was. She stated that she prefers to pay as much as possible because things tend to get a little slimmer during the summer months. Committee recommended payment of quarterly contributions to Tourism and E911 Dispatch.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. February Financial Statements and Graphs – Ms. Minga reported that the town has had a pretty good month in collections for March. They have improved significantly since February financials. Real Estate should exceed budget a little bit this year. Personal Property will be very close to budget. She explained that she has a couple of large business accounts that she will ask the Town Attorney to send a letter out to because it is more effective than what it sent from the Treasurer's Office. Ms. Minga stated that there was a formula error for the meals tax line item. The total is correct but the distribution between the 4% and the 2% is incorrect. Instead of the 4% meals tax being \$614,435.18 and the 2% is at \$197,960.47 it should be \$562,511.00 for the 4% and \$249,884.00 for the 2%. Again the total for meals tax is correct however what gets allocated for Pinewood Heights and what stays in the General Fund was incorrect. Ms. Minga stated that she would be making a change next month on how funds are allocated under Parks and Rec Capital. Currently the Windsor Castle Park playground is listed under Capital for the six thousand dollar contribution that was made. That will be moved to contributions to the Windsor Castle Park Foundation Board. Water and Sewer consumption is tracking low. Dr. Cook asked why under Park, Recreation and Cultural there is a fee of \$5,950.00 for Windsor Castle – Station Bridge. Ms. Minga replied that was money that was spent on maintenance, repairs and inspection to the station bridge. Ms. Minga stated that when the town does budget this year she plans to break the maintenance line of Windsor Castle Park down into more detail. Any repairs over 5,000 meet the Capital improvement threshold and must be shown as Capital improvements. Mr. Pack stated that looking at the graphs for YTD salaries budget by departments it looks as though we only have 23% left of our budgeted salaries and 33% of our time. The town is about 2/3 of the way through the fiscal year. Ms. Minga stated that the town is over budget on some of our overtime. Dr. Cook mentioned that there are two departments that are over budget. Ms. Minga stated that all overtime is calculated based on prior years. Ms. Minga explained that when she starts the budget process she will know by individuals what the overtime is for. Ms. Minga stated part of the overage on water was a misunderstanding on her part because she did not realize that they have on-

call pay for just the reverse osmosis plant in addition to the regular on-call pay. Ms. Minga stated that the Treasurer's Office is also tracking high since we had an employee leave and the training to bring in a new employee. Dr. Cook was concerned that when you look at the way the graphs are tracking overtime the town will be approximately \$300,000 over budget. Ms. Minga stated that if you look at salaries all departments are close to budget with the exception of Water, Sewer and Highway. She stated that she would go back and look at the calculations of the graphs. Ms. Chapman asked if the town hired an additional person in the Water Department. The Town Manager stated that was correct. On February 28th he passed his waterworks operator's license and is now completely certified. Staff continues to work to modify the work schedule to keep overtime at a minimum. Ms. Chapman asked if charging for special events will help to cut some overtime cost. Ms. Minga stated that it will still show as total salary expense but we will have offsetting revenue.

2. February Cash Balances Ms. Minga reported that the Water Treatment Plant Escrow account has been added to the cash balances. This was opened with money that was left over from the Reverse Osmosis budget last year. This money will be used for future capital improvements to the facility. Sewer and Water Funds after their inter-company transfers are tracking low because consumption is consistently down. – Water = \$81,234.35; Water Debt Service = \$1,416,339.90; Water Capital Escrow Availability Fees = \$264,309.73; Water Development Escrow = \$76,648.78; **Subtotal Water = \$1,949,580.65**. Sewer = \$(22,052.78); Sewer Development Escrow = \$328,665.71; Sewer Capital Escrow Availability Fees = \$785,793.32; Sewer Compliance = \$213,723.24; **Subtotal Sewer = \$1,306,129.49**. **Highway = (\$23,230.90)** General Fund = \$2,713,689.43; Payroll = \$76,610.90; Money Market General Fund Town Bank = \$2,173.15; Business Super NOW-General Fund = \$32,856.20; Money Market General Fund Farmers Bank = \$287,511.71; General Fund Capital Escrow = \$213,374.92; Certificate of Deposit = \$525,563.57; Certificate of Deposit Police Dept = \$36,488.07; Special Project Account (Pinewood) = \$144,415.91; Pinewood Heights Escrow = \$33,663.04; South Church Street Account = \$42,587.28; **Subtotal General Fund = \$4,109,034.18**. Beautification = \$7,817.64; Money Market Beautification = \$61,075.51; **Subtotal Beautification = \$68,893.15; TOTAL ALL FUNDS = \$7,410,406.57**.

3. Capital Improvement Plan (CIP) Update –

a. Planning Commission Recommendation – Addition of Recreation Complex – Mr. Pack mentioned that this item was brought to Planning Commission at their March meeting. It is Planning Commission's recommendation to add funding of \$25,000 every year for the next eight years for the town's portion of funding of the recreation complex totaling \$200,000.

b. Windsor Castle Park Foundation Board Recommendation to Defer Community Garden - The Town Manager explained that because of the Smithfield on the Move Obici Healthcare Foundation Grant, the town had originally had that planned for this coming fiscal year but the Windsor Castle Park Foundation Board did adopt a motion to formally defer it a few years as it is not a funding priority at this time with other items such as the playground in the works. This will impact the Obici Healthcare Foundation Grant that the town is in right now. Gina Ippolito was present and gave a summary on the funding

for the Obici Healthcare Foundation Grant. The Town Manager stated that the town will need to amend the current grant to redirect those grant funds to another health program such as the restaurant program. The Town Manager stated that he had met with Obici Healthcare Foundation Board and they encouraged putting the funding towards another item in your strategic plan so that it did not have to be sent back.

c. Proposed May 7th, 2013 Town Council Public Hearing – The Town Manager stated that when we first started talking the Town Council Public Hearing it was scheduled for April 2nd; however town staff confirmed that it must be advertised two weeks prior to the meeting and we had missed the deadline. Staff will continue to work on finalizing the dollar amounts for proposed upcoming projects. Dr. Cook asked for confirmation that the CIP is a wish list only used for planning purposes. The Town Attorney stated that where the CIP is really important is when you are looking to get developers to pay their share of cost in future infrastructure. If the town has not identified cost for certain items then you cannot ask a developer to pay their share to develop the area. The Town Manager stated that the CIP is included in the town's Comprehensive Plan which is required to be reviewed and updated every five years. It forces localities to think about what cost will be associated with proposed projects that are planned in the next five years. It also helps with prioritizing projects that are planned.

4. Budget discussion – Revenues- This discussion was deferred to a Special Finance Budget Work Session until April 18th @ 8:00 a.m. It has been confirmed that the meeting will be held at the Smithfield Center.

5. Process for Requested Contributions for FY 2013/2014 - Discussion was held and it was determined that any organization requesting a contribution from the town would need to put it in writing and make a presentation before the Finance Committee on how funds are being used. The Town Treasurer stated that she would contact the ones that have submitted a contribution request so they can make arrangements to attend the next Finance Committee meeting.

The meeting adjourned at 6:30 p.m.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FIRE AND RESCUE COMMITTEE
MEETING HELD ON TUESDAY, MARCH 26th, 2013

The Fire and Rescue Committee held a meeting on Tuesday, March 26th, 2013 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending was: Mrs. Denise Tynes, Chair; Mr. Randy Pack and Ms. Connie Chapman. Other Council members present were: Mr. Michael G. Smith, Dr. Milton Cook and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Mr. Wayne A. Griffin, Town Engineer; Ms. Judy Winslow, Director of Tourism; and Ms. Sonja Eubank, Office Manager of Public Works. Also in attendance were Mr. Rick Bodson of Smithfield 2020; and Mr. Dawson Moody. The media was represented by Ms. Abby Proch of The Smithfield Times and Ms. Allison Williams of The Daily Press. There were two (2) citizens present.

Committee Member, Randy Pack called the meeting to order. Mayor Williams was asked to sit in on committee for a quorum.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Operational Updates – Mrs. Tynes stated that she left a message for Chief Stallings and Chief Carroll to let her know if they had anything to bring before the Fire and Rescue Committee. She reported that she did not hear back from them so she is assuming that everything is running smoothly in these two departments.

The meeting adjourned at 4:01 p.m.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE
MEETING HELD ON TUESDAY, MARCH 26TH, 2013

The Public Works Committee held a meeting on Tuesday, March 26th, 2013 at 4:01 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair, Mrs. Denise Tynes, and Dr. Milton Cook. Other Council members present were: Mr. Randy Pack; Ms. Connie Chapman and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, III, Director of Planning, Engineering, and Public Works; Ms. Lesley G. King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Sonja Eubank, Office Manager of Public Works; Mr. Wayne Griffin, Town Engineer; Mr. William Saunders, Town Planner/GIS Coordinator; and Ms. Judy Winslow, Director of Tourism. Also in attendance were Mr. Dawson Moody of A.V.E.S.; Mr. Rick Bodson of Smithfield 2020; and Mr. Mark Hall. The media was represented by Ms. Abby Proch of The Smithfield Times and Ms. Allison Williams of The Daily Press.

Committee Chair Michael G. Smith called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Renewal of Street Maintenance Contract - The town's existing street maintenance contract with Blair Brothers, Inc. expires on April 7th, 2013. The contract includes sidewalk repairs; clearing and grading roadways and outfall ditches; road repair and road overlays. Staff has been pleased with their work and therefore recommends that this contract be extended one additional year. Contract terms will remain the same. Committee recommends approval based on staff's recommendation.
2. Street Paving Proposals from Blair Brothers Inc. - The Town Engineer handed out a summary of roads within the town that have been resurfaced between 1999 and 2009. He explained that there was some work done in 2010 but there was a computer glitch that staff did not know about. No resurfacing work was done in 2011 and 2012 primarily due to the South Church Street Streetscape project. Now that work has been

completed he would like to go ahead and continue with resurfacing other streets within the town. The Town Engineer stated that he has talked with the Town Treasurer about the dollar amount that these proposals involve and this work would cover the remaining amount of the Highway budget up to June 30th of this year. Proposals are for the following streets: Lane Crescent, Sherwood Lane, Barclay Crescent, and Ledford Lane. Lane Crescent has not been resurfaced in approximately 25 years and the proposal only covers a portion of Lane Crescent. The Town Engineer stated that also included in the proposals was a cost to do three street print crosswalks. Two of the crosswalks would be done near the Smithfield Station and the third would be at the intersection of North Church Street and Luter Drive. He stated that all the proposals total approximately \$166,287. The Town Engineer mentioned that he would stay in contact with the Town Treasurer to be sure that we stay within budget. Any work that is not able to be completed this fiscal year due to funds will be done in September or October with the next round of state maintenance funding. Mr. Smith asked if these estimates were for complete jobs. The Town Engineer stated that was correct. Included in the proposal is also the liquid asphalt clause. If the cost of the liquid asphalt is less when it is time to do the job then Blair Brothers, Inc will honor the lower price. The Town Manager stated that he had spoken to the Town Treasurer before the meeting today and she felt comfortable with Town Council accepting these quotes. Will keep track of the actual budget as we get closer to end of the fiscal year. Committee recommends approval of proposals.

3. AVES Refuse and Recycling Collection Contract Renewal – Mr. Smith reported that the contract has been amended to change twice a week trash pick up to once a week and add collection for recycling to once a week. The Town Manager stated that there were a couple of things included in the e-packet. The new amended contract takes the old refuse and recycling contract and merges them together. The contract includes the changes to the level of service that the town will be providing to its citizens. In addition to the draft contract document included in the packet there are items that will be in the town's spring newsletter. The front page of the newsletter will have the new collection schedule and also within the newsletter an article in regards to the changes in refuse and recycling. The Town Manager continued to explain that currently the town offers twice a week trash collection and twice a month for recycling. The residents that were used to trash pickup every Tuesday and Friday will continue to have trash picked up on Tuesday day; however recycling will be picked up on Friday's rather than a second trash pick for that week. Staff hopes this will continue to encourage residents to recycle. The town will also offer a new call in program for yard debris. Yard debris pickup will be done on Wednesdays for residents that call AVES to have the pickup scheduled. The goal is to have this material recycled as well. Wednesday would also be a makeup day for trash collection if a holiday falls on a Monday or Tuesday. There will be no makeup day for recycling if a holiday falls at the end of the week. Recycling will be picked up the following week on its scheduled day. The town is still doing the spring clean-up days which are scheduled for the end of April and the first of May. Special pickups will also

be made after the Christmas holidays as they have in the past. Mrs. Tynes asked if special pickups could be requested from new residents for moving boxes. Mr. Moody stated that if a resident has more than fifteen boxes then they can call to get a special pickup; however the home owner will be charged and boxes must be broke down. The Town Manager stated that the town is proposing to continue refuse and recycling service to all residents at no charge. This is a service that town residents get as part of their taxes. The town's goal is to continue to encourage recycling so all residents that do not currently have a recycle container will be receiving one. At this time recycling is still optional but the hope is to give everyone a recycling container to encourage more recycling from residents that have not been recycling. Mr. Smith asked when the newsletter will be going out. The Town Manager stated that if the contract is approved by Town Council on April 2nd then John Henry Printing will start printing the newsletter on Wednesday, April 3rd. The changes to the collection schedule will begin July 1st. There is a cost to residents that want additional trash or recycling containers. The Town Attorney stated that Mr. Moody had reviewed the contract since it was put in the packet and there are a couple of changes that he would like. He asked that the section on yard debris to read that the limbs should not exceed three inches in diameter and the bundles should not exceed thirty-five pounds. People push the current fifty pound limit to the point that his drivers cannot pick it up. The Town Attorney stated that the second was in regards to the fuel adjustment clause. This clause had been taken out because staff had thought that Mr. Moody had taken this in consideration when figuring the cost of service. Mr. Moody stated that he had figured the fuel at a cost \$3.72. He had not figured in if the fuel went to \$4.50 or \$5.00 a gallon so he is asking that the fuel cost clause be reinserted. The Town Attorney stated that the clause goes in fifty cent increments. Other than that this is a fixed rate contract for two years. Committee recommends approval of contract.

4. Approval of Smithfield 2020's Lamp Post Flower Pot Initiative – Mr. Hall of Smithfield 2020 was present to pitch a proposal for continued beautification of the historic district. The idea is to use the town's lamp posts for seasonal flower displays. This idea comes from other historical destinations. A handout was passed around of some examples of what other localities have. He stated that what he is proposing to do is a pilot program on two or three lamp post. Hanging baskets and/or hay racks which goes around the lamp post at a lower level would be installed on the lamp post. Mr. Hall stated that he and Mr. Abicht have agreed to be responsible for the pilot program. They will pay a professional landscaper, Lori Welsh of Gardenscapes of Smithfield, to do the planting twice a year. She will also consult with Mr. Abicht and Mr. Hall on how to maintain them. Ms. Welsh definitely has a vested interest in the beauty of this initiative. The Town of Smithfield is known as an attractive garden oriented destination so we would like to make more progress on the success that the town had with America in Bloom last year. The Board of Historic and Architectural Review has endorsed the idea from an aesthetics point of view. The BHAR was happy that they were going to be professionally planted and that they will be maintained to look good. Smithfield 2020 is asking that since the town owns the lamp post that town staff install the hardware on the

lamp post. Other than staff time to install the hardware that is purchased by Smithfield 2020 there will be no cost to the town. Mr. Hall stated that at any point the hardware or the baskets do not look good then the town reserves the right to have them removed. Committee recommends approval of pilot program to install hanging baskets on lamp post in front of Tourism and between the Christmas Store and Smithfield Inn. Dr. Cook asked what the future is on this. Mr. Hall explained that if after a year it looks good then the idea is to expand it to other lamp post. It will also need to be determined on how it would be paid for. Mr. Hall also explained that with the new South Church Street Streetscape Project complete there are some opportunities to expand in that area; however these poles are not owned by the town so approval would need to come from Dominion Virginia Power. The third lamp post flower pot in the pilot program is proposed to be put in front of 113 North Church Street but at this time they have not received Dominion Virginia Powers approval to do so. Mrs. Tynes asked if this was something that the children involved in the CHIP program could volunteer to help with. Mr. Hall stated that was a very good idea as the flowers in hanging pots during the hot summer months need to be watered daily.

5. Smithfield Woman's Club to Request Pinwheels for the Month of April to be Placed at Town Entrance Sign in Support of Child Abuse Prevention Month – This request from the Smithfield Woman's Club is to place 100 pinwheels at the town entrance sign located in front of Food Lion. Ms. Chapman stated that they are looking at putting them in around April 4th if approved and would be removed at the end of the month. Staff will be sure that the grass is mowed in that area prior to them being put down. Committee stated that this item was requested last year for the first time. There were no problems last year and would recommend that it be approved again this year.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Operational Updates – Mr. Hopkins reported that Excel Paving has been back the last few days finishing up a few items on the South Church Street project. The Town Engineer did a walk through with them on Friday of last week. They are working on addressing a small list of items that need to be completed. It will not be long before VDOT will come through and do their final walk through. Mrs. Tynes stated that she has notice that the flowers in the towns landscaped areas do not seem to be as vibrant as they have in the past. Mr. Hopkins stated that he had noticed this as well and had talked to the landscaping company. Part of it has to do with the fact that we are getting in the transition period from winter to spring and the weather is not consistent. The Town Manager stated that all of the town's flower beds will be changed out here in the next month to bring in new spring flowers.

The meeting adjourned at 4:40 p.m.

March 29, 2013

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE
COMMITTEE MEETING HELD ON TUESDAY, MARCH 26TH, 2013.

The Public Buildings and Welfare Committee held a meeting on Tuesday, March 26th, 2013 at 4:40 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; Ms. Connie Chapman, and Mr. Michael Smith. Other Council members present were: Mr. Randy Pack, Mrs. Denise Tynes, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Mr. William T. Hopkins, II, Director of Planning, Engineering and Public Works; Ms. Lesley G. King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne A. Griffin, Town Engineer; Mr. William Saunders, Town Planner/ GIS Coordinator; and Ms. Judy Winslow, Director of Tourism. Also in attendance was Mr. Rick Bodson of Smithfield 2020. The media was represented by Ms. Abby Proch of The Smithfield Times.

Committee Chairman, Dr. Milton Cook called the meeting to order.

A. MATTERS DISCUSSED BY COMMITTEE WHICH WILL BE ON THE COUNCIL'S AGENDA.

1. Charter Cable Franchise Agreement Renewal – The Town Manager reported that this is a non-exclusive franchise agreement that the town has with Charter Communications. The original agreement expired on December 8th but was extended twice through the month of March under the old provisions. Included in the packet was a new proposed ten year non-exclusive contract renewal. The Town Manager stated that the provisions that he wanted that were not included in the original contract was the ability to have some revenue in regards to the public information government channel. At this time Channel 6 is the town cable channel. This is the same system that the town has now had since 2000. It is very limited on what you can do with it because it is not compatible with the newer technology. Pictures can no longer be added only text. The PEG Channel Capital fee is reimbursed to the town and can be used for updating our equipment. The Town Manager stated that he has e-mailed Charter back to have all town buildings receive the limited basic cable service at no charge. At this time only one town

building will receive this service at no charge. Committee recommends approval of contract renewal.

B. MATTERS DISCUSSED BY COMMITTEE WHICH WILL NOT BE ON THE COUNCIL'S AGENDA.

1. Pinewood Heights Relocation Project – Phase II Update – The Town Manager reported that an update had been included in the e-packet. The meeting that was scheduled for March 11th was cancelled as our new project manager, Michael Dodson of Community planning Partners, was unable to attend due to a conflict in his schedule. The next meeting is scheduled for May 14th. At this time three units have been completed and the next two have accepted offers. The town is not pushing on closing these as we are waiting for more revenue from meals tax to come in. Will move forward on these properties once the Town Treasurer gives the okay from a financial stand point. He stated that the duplex at 41 and 42 Carver is completely vacant so staff is now working to get utilities disconnected so it can be demolished.

2. Update on Smithfield 2020's Branding Initiative – Ms. Winslow was present to update committee on where Smithfield 2020 is with their branding initiative. She explained that Lois Tokarz has taken the lead on this initiative. She has spent a lot of time on putting together a plan that we are going to utilize when we are meeting with the branding teams. There are two different branding teams. One is the branding team of merchants and the second is a branding team citizens. There will be two meetings of each. Smithfield 2020 has very carefully gone through and selected how they want these time boxed meetings to go. A lot of questions need to be asked so that Smithfield 2020 gets the information that they need out of these groups. Mr. Bodson stated that they had learned a lot from a webinar that Ms. Tokarz had found in regards to branding initiatives. When people come to Smithfield what do they experience? What makes Smithfield unique? This is just the beginning of the branding initiative. It will be launched in ten days with our first branding team meeting and they will be staggered over the next couple of weeks. Then Ms. Tokarz and a creative team will do their magic to capture in an image a tag line on what we think we heard. He stated that at some point the Town Council will get an invitation for a sneak peak of the results before we roll out a public announcement. Mrs. Tynes stated that most people when they come here they want to see where they make the hams. She thinks the tag line should be "Taste of Smithfield". Ms. Chapman asked if this would be something in addition to "Ham, Hospitality, & Heart"? Ms. Winslow stated that it would be in addition to the ham, hospitality & heart logo. That logo was really for both Isle of Wight County and Smithfield. This branding would be very specific to Smithfield and the Historic District.

3. 17 Main Street Building Violation – The Town Attorney stated that in summary town staff has given this property owner every chance to fix this structure up. A time line was given to town staff on how she was planning on making the repairs, A little bit of work was done to the roof and that was it. The back of the building is open to the elements. If something is not done quickly it will not be able to be repaired. The Town

Attorney stated that he has drafted a lawsuit and it will be filed at the County tomorrow. The Town Attorney stated that this property owner has owned the property since 1994 and she has not maintained the property. This lawsuit is being filed under the historic district regulations. Mr. Saunders stated that the town gave the official notification over a year ago. The town understands that these are tight economic times so as she would come to us with timelines we took her at her word that she was working on how to repair the structure. Staff recently has not been able to have any contact with her. Dr. Cook asked for the Town Attorney to explain how this is different from past discussions that the town cannot prevent someone from letting their house fall down. This house is located in the historic district and must meet the historic district guidelines. It was mentioned that a number of people have been interested in purchasing the building but the property owner refuses to sell. According to the historic guidelines she cannot just let the structure fall down. This item was for informational purposes only at this time.

4. Bank of Southside Virginia (BSV) Farmers Market Agreement Update - The Town Attorney stated that this item was all taken care of. The Town Manager signed it last week and it was sent over night to Mr. Clemons for his signature. Mr. Clemons stated that everything was fine and he would get a signed copy back to the town for our records. Mr. Clemons has also contacted Ms. Winslow about getting a banner to put up that shows they are a sponsor of the farmers market. Dr. Cook asked if they had agreed to what the town was asking? The Town Attorney stated that they agreed to a provision that says that they have the right to terminate the contract at anytime but if they do they will reimburse the town for the money that the town spends on the fence. Dr. Cook asked how long the agreement was for. The Town Attorney replied that the agreement was for five years. The Town Manager stated that staff continues to work on getting second and third cost estimates for the paving, fence and electrical. The first item to be done will be the paving of the parking lot. Committee was pleased with the update.

5. Boundary Line Adjustment Update – Battery Park Road (Napolitano Property) and Great Springs Road (IOW County Property) – The Town Attorney stated that now that the issues on the boundary line adjustment at Great Springs Road had been resolved the town is ready to proceed with both boundary line adjustments. The next step is to proceed with holding a public hearing. Committee recommends authorization to have a public hearing at the May 7th Town Council meeting. Discussion was also held on the potential future development of the property on Battery Park Road.

6. Additional Item Discussed: Love Art Update – Mayor Williams asked for an update on the love bacon art work. Ms. Winslow stated that the Board of Historic and Architectural Review did approve the art work. Tourism continues to work to get VDOT's approval to have it placed in their right of way at the intersection of Route 10 (bypass) and Main Street.

Meeting Adjourned at 5:13 p.m.

**SMITHFIELD POLICE DEPARTMENT
MANAGER'S REPORT
March 2013**

Committees and Projects:

- 03/01 Regional Investigator's meeting – IoW Courthouse – Deputy Chief Howell, Lt. Valdez, Sgt. Meier
- 03/04 Meeting at Jersey Park/ Woods Edge Apts. – Chief Bowman, Deputy Chief Howell, Lt. Valdez, Sgt. Meier
- 03/04 – 06 Promotional Process – Suffolk PD – Lt. Rogers
- 03/05 Mock Assessment – J. Sergeant Reynolds Community College – Kristi Jenkins
- 03/05 Town Council – Chief Bowman and Deputy Chief Howell
- 03/06 Department Head – Chief Bowman and Deputy Chief Howell
- 03/11 ECC meeting – Chief Bowman
- 03/11 Police Officer Interviews – Deputy Chief Howell, Lt. Rogers and Sgt. Brady
- 03/12 TRAIID meeting – Kurt Beach
- 03/12 Funeral State Trooper Walker – Petersburg, Virginia – Chief Bowman, Deputy Chief Howell, Lt. Rogers, Officer Fordham, Officer Johnson
- 03/13 Police Officer Interviews – Deputy Chief Howell, Lt. Rogers and Sgt. Brady
- 03/14 Christmas Parade remapping meeting – Chief Bowman, Lt. Rogers
- 03/15 Isle of Wight Bar Luncheon – Chief Bowman
- 03/17 – 20 Virginia Association of Chiefs' of Police Association meeting – Virginia Beach – Kurt Beach
- 03/19 Crime Line meeting – Chief Bowman, Deputy Chief Howell, Lt. Valdez, Sgt. Meier and Annette Crocker
- 03/19 C.H.I.P. meeting – Annette Crocker
- 03/20 Department Head meeting – Chief Bowman
- 03/20 – 21 Teach Property Crimes – HRCJTA – Lt. Rogers
- 03/21 Teach VA Tech Graduate Level Political Science class – Virginia Beach – Chief Bowman
- 03/22 Lockup inspection – PD – Deputy Chief Howell, Lt. Rogers, Kristi Jenkins
- 03/22 Alarm/Pesticide contracts meeting – Tn Hall – Chief Bowman
- 03/25 Jersey Park/Woods Edge Apartment Managers meeting – PD – Chief Bowman, Deputy Chief Howell
- 03/25 Police Committee meeting – Chief Bowman, Deputy Chief Howell

Training

- 03/04 – 08 7th Annual Search and Rescue Forum – Sgt. Miller (40 hrs.)
- 03/04 – 07 Combined Systems, Inc. – Franklin PD – Officer Powell, Officer Seamster
- 03/05 Responding to Alzheimer's Disease – James City County PD – Officer Johnson (8 hrs.)
- 03/11 General Instructor Recert Online v6 – Sgt. Araojo (2 hrs.)
- 03/13 Armorer's Course – Mechanicsville, VA - Sgt. Jones (10 hrs.)

- 03/15 Outlaw Motorcycle Gang Awareness Training –HRCJTS - Deputy Chief Howell (4 hrs.)
- 03/18 Survival Spanish – HRCJTA – Chief Bowman (8 hrs.)
- 03/19 No Colors: The Role of Law Enforcement in our Changing Culture and Legal Update – HRCJTA - Deputy Chief Howell (4 hrs.)
- 03/20 Performance Driven Leadership in Public Safety – HRCJTA - Deputy Chief Howell (8 hrs.)
- 03/20 Motorcycle Training – Portsmouth PD – Sgt. Jones, Officer Fordham (10 hrs.)
- 03/22 FBI Homegrown Violent Extremists and the Use of Homemade Explosives Course – Ft Eustis – Sgt. Araojo (4 hrs.)

In-House Training:

- 03/06 Ham Radio Operation Training – Windsor Volunteer Rescue Squad – Sgt. Araojo, Officer Hill (2 hrs.)
- 03/13 Boat Team Training – Sgt. Meier, Sgt. Miller, Officer Powell, Officer D. Adams, Officer Phillips, Officer Hill, Officer Anderson
- 03/19 ERT Training – Lt. Rogers, Sgt. Araojo, Sgt. Brady, Sgt. Jones, Officer D Adams, Officer Powell, Officer Hill, Officer Seamster
- 03/20 Ham Radio Operation Training – Windsor Volunteer Rescue Squad – Sgt. Araojo, Officer Hill (2 hrs.)

Community Relations

- 03/04 Homeless Shelter – Smithfield Baptist Church – Officer J. Adams
- 03/04 Cub Scout tour – PD – Sgt. Araojo
- 03/05 Legislative Breakfast – Chief Bowman
- 03/06 Homework Station – Jersey Park Apts. – Officer J. Adams
- 03/11 Relay for Life escort – Benns United Methodist Church – Officer J. Adams
- 03/13 Homework Station – Jersey Park Apts. – Officer Johnson
- 03/14 Community Day – Wakefield Methodist – Lt. Rogers
- 03/15 Isle of Wight Academy Fundraiser – Smfd Center – Chief Bowman
- 03/15 Jersey Park/Woods Edge Apts. – Chief Bowman
- 03/23 Carry the Cross – Soloman’s Temple – Sgt. Jones
- 03/27 Homework Station – Jersey Park Apts. –
- 03/28 Jail and Bail – YMCA – Chief Bowman
- 03/30 Relay for Life Basketball Tournament – Smithfield High School – Lt. Rogers, Sgt. Jones, Sgt. Brady, Sgt. Meier, Officer Hill, Officer Wright, Officer Fordham, Officer Powell

Investigations:

Case#: 2013-00178
Location: Jersey Park Apartments
Offense: Shooting into an occupied dwelling / attempted malicious wounding
Disposition: Cleared by arrest (1 suspect in custody)

On 02/28/2013 officers responded to the 700 block of Wrenn Road in reference to shots being fired. Upon arrival officers identified the activity coming from the Jersey Park side of the complex at the right rear area of the apartments. Officers located a group of individuals near the back corner of the apartments and they stated that there was a large group of people at a party near where the shots were fired, and that as the party dwindled down, two of the partygoers began to argue. The witnesses stated one of the individuals fled from the party while being chased by at least two others. Once outside the victim entered his vehicle and attempted to leave the area. While leaving the apartment complex the victim was shot at an estimated 20 times by possibly three different shooters. The victim was not struck, but his vehicle did suffer two shattered windows. Also during this incident, several of the bullets fired struck multiple residences, and one of the bullets travelled through an occupied residence. No injuries were noted. The victim in this matter was willing to cooperate and provided a written statement to law enforcement, and charges were brought forth on two suspects. One of the suspects has been taken into custody. Case is pending with one arrest made

Case#: 2013-00197
Location: Food Lion Parking Lot
Offense: Possession of Synthetic cannabinoids.
Disposition: Arrest Made

On 03/03/2013 officers responded to the Food Lion shopping center in reference to an off duty State Trooper calling for assistance. The off duty trooper while leaving the grocery store observed a white male in a van smoking what appeared to be marijuana. The trooper approached the vehicle identified himself and began speaking with the vehicle occupants. While speaking with the driver of the vehicle the trooper smelled what he identified as possible marijuana, and called for assistance. Officers arrived on scene and detained the three occupants of the van while a search for narcotics was conducted. During the search two empty containers used for synthetic cannabinoids were recovered. The driver, who was observed smoking the synthetic cannabinoids, was taken into custody and the other occupants were released. During a search of the drivers persons a second smoking device was found that contained an unknown narcotic residue. This item will be sent to the lab for processing. The driver was subsequently charged with the possession of synthetic cannabinoids. Case is cleared by arrest.

Case#: 2013-00244
Location: 200 block lumar Road
Offense: Suspected Neglect / Assault
Disposition: Unfounded / Accidental

On 03/18/2013 officers were notified of a possible assault/neglect case in reference to an 82 year old female, who was admitted to the OBICI hospital, with severe injuries to the groin/vaginal area. The report was made by the medical staff to the adult protective services (APS), due to the severity, location and possible sexual nature of the injury. Officers reported to the OBICI hospital and spoke with the hospital staff to include the attending physician. The physician stated the victim suffered severe bruising with hematomas in the groin and vaginal area. He did not observe any other injuries and does not believe the injury to be sexual in nature, as was possibly reported, but did feel the injury was more severe than what could be sustained during normal activities or falls. Investigators then met with the management staff at the convalescent facility and explained the report made from the hospital. The facility manager as well as head nurse provided all care documentation for the victim and showed that the injury suffered by the victim must have occurred during the evening hours of the 16th. Investigators read statements from the nursing staff from that evening and identified the nurse who assisted with the victim getting to sleep that evening. The nurse stated she used a "maxi-Lift" in order to get the patient in and out of the bed, and that what she used on the evening of the 16th. She went on to say that while using the lift, as she attempted to lift the victim from her wheel chair; the device became stuck on something on the chair and began to lift both patient and chair. When she attempted to free the chair from the lift, there was a shift of weight forward, causing the chair to break loose, but also causing the victim to fall forward onto the support straps, that travel through the groin/thigh area of the patient, that were tethering her to the lift. This shift of weight caused a significant amount of force to be isolated in the groin area of the victim. Also as the victim was thrust forward, the support bars that hold the strap struck her in the hip/thigh area. The injuries sustained by the victim are consistent with the statement provided by the attending nurse. The matter has been forwarded to the department of health and appropriate agencies for further review. Case is inactive, unfounded, and accidental.

Reporting Period: 3/1/2013 thru 3/27/2013

Deposit Totals for March 2013 - \$13,295.65

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Payment	3/1/2013	1634	Check	7935	Smithfield Women's Club	Smithfield Women's Club	1963		156.00
								Total	156.00
Deposit	3/1/2013		Visa	Visa	Walker and Greene	Walker and Greene Wedding and Reception	2206		600.00
Deposit	3/1/2013		Master Card	Master Card	Tate Vow Renewal	Tate Vow Renewal	2207		600.00
Deposit	3/1/2013		Master Card	Master Card	Bradley and Little Wedding and Reception	Bradley and Little Wedding and Reception	2205		600.00
Deposit	3/4/2013		Check	1185	Raiford and Warnick Wedding and Reception	Raiford and Warnick Wedding and Reception	1954		200.00
Deposit	3/4/2013		Check	668	Catherine Bowden	Bowden Anniversary Party	1597		80.00
Deposit	3/5/2013		Check	0008800001	Catherine Bowden	Bowden Anniversary Party	1597		215.00
Deposit	3/6/2013		Visa	Visa	Smithfield Youth Wrestling Club	Smithfield Youth Wrestling	2204		300.00
Deposit	3/8/2013		Check	1648	Catherine Bowden	Bowden Anniversary Party	1597		35.70
Deposit	3/8/2013		Check	1207	Spady and Logan Wedding and Reception	Spady and Logan Wedding and Reception	2213		600.00
Deposit	3/11/2013		American Express	Amex	Coates and Pierce Wedding and Reception	Coates and Pierce Wedding and Reception	2214		843.75
Deposit	3/11/2013		Check	829	Grizzle and Kuykendoll Wedding and Reception	Grizzle and Kuykendoll Wedding and Reception	1930		1,167.00
Deposit	3/11/2013		Visa	Visa	Johnston-Shewmaker Ceremony	Johnston-Sheumaker Wedding & Reception	2163		425.00
Deposit	3/12/2013		Master Card	Master Card	Harris and Jones Wedding and Reception	Harris and Jones Wedding and Reception	2088		100.00
Deposit	3/12/2013		Check	6269	Waters and Hirst Reception	Waters and Hirst Reception	1886		300.00
Deposit	3/13/2013		Check	334	Coppage-Carleton Wedding & Reception	Coppage-Carleton Wedding & Reception	1871		425.00
Deposit	3/14/2013		Visa	Visa	Harris and Collins Wedding and Reception	Harris and Collins Wedding and Reception	2216		700.00
Deposit	3/14/2013		Visa	Visa	Wilkins-Shaffer Wedding & Reception	Wilkins-Shaffer Wedding & Reception	1964		955.40
Deposit	3/18/2013		Check	1316	Reynolds-Bayer Reception	Reynolds-Bayer Reception	2087		722.60
Deposit	3/19/2013		Check	1198	Raiford and Warnick Wedding and Reception	Raiford and Warnick Wedding and Reception	1954		200.00
Deposit	3/25/2013		American Express	AMEX	Angela and Savvas Engagement Party	Angela and Savvas Engagement Party	2159		600.00
Deposit	3/27/2013		Check	1067	Isle of Wight Commission on Aging	Commission on Aging Educational Program	1646		50.00
Deposit	3/27/2013		Check	4220	Obibi Healthcare Foundation	Bravo Breakfast	2071		200.00
Deposit	3/27/2013		Discover	Discover	Ruffner-Gibbons Reception	Ruffner-Gibbons Reception	2220		600.00
Deposit	3/27/2013		Visa	Visa	Welch-Nuttycombe Reception	Welch-Nuttycombe Reception	2221		600.00

Reporting Period: 3/1/2013 thru 3/27/2013

Deposit Totals for March 2013 - \$13,295.65

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Deposit	3/27/2013		Visa	Visa	Arkeme "Kim" Ellis	Sonny's Birthday Party	2225		500.00
Deposit	3/27/2013		Check	1173	Smith-Reid Wedding & Reception	Smith-Reid Wedding & Reception	1827		447.60
Deposit	3/27/2013		Check	2312	Smith-Reid Wedding & Reception	Smith-Reid Wedding & Reception	1827		447.60
								Total	12,514.65
								Grand Total	-12,670.65

March 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
						Plant Meeting MH 100 Smithfield Station Group C&D 30
3	4	5	6	7	8	9
		Chamber Post Legislative Breakfast MH 100 Kitchen Inventory Kitchen 2 Town Council A&B 20 Town First Aid Training C&D 20 WC Board Focus Group C&D 25	Amy Off Herbert-First Aid Staff Meeting A&B 12 Town First Aid Training C&D 20	Town CPR/AED Training C&D 20	IOW Academy Fundraiser MH plus Suites 250	Calvin Off IOW Academy Fundraiser MH plus Suites 250
10	11	12	13	14	15	16
	Planning Commission A&B 20 Smithfield Packing Photo Shoot C 5	Little Zion Church Conference MH plus Suites 75	Smithfield Packing Photo Shoot A 5	Smithfield Packing Photo Shoot A 5	McMannen-Ellis Wedding & Reception Suites 30	McMannen-Ellis Wedding & Reception MH plus Suites 120
17	18	19	20	21	22	23
Bowden Anniversary Party MH plus Suites 200		Amy- IACCA Board Meeting BHA&R A&B 12 Crimeline A&B 20 Lifeline Screening C&D 40 Schoolhouse Meeting A&B 20	Amy-IACCA Board Meeting Chamber Day Trade Show MH plus Suites 300	Courtney Off at 1 PM Amy-IACCA Board Meeting Smithfield Women's Club B,C&D 80	Courtney Off Wilkins-Shaffer Wedding & Reception Deck 20	Wilkins-Shaffer Wedding & Reception MH plus Suites 150

March 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	29	30
	Courtney Off Herbert Off John Off Committee Meetings C&D 12	Herbert Off Bravo Breakfast MH 200 Committee Meetings C&D 20	Herbert Off Commission on Aging Educational Program MH 200	Herbert Off Solo and Small-Firm Practitioner Forum MH 100	Herbert Off Grizzle and Kuykendoll Setup MH plus Suites 10	Herbert Off Grizzle and Kuykendoll Wedding and Reception MH plus Suites 106
31						
Easter Herbert Off Melissa Off						

Smithfield Center Discount Percentages - March 2013

Booking Date	Event Name	Room Code	Discount Percent
3/2/2013	Smithfield Station Group	C&D	0.00%
3/2/2013	Plant Meeting	MH	0.00%
3/5/2013	Town Council	A&B	100.00%
3/5/2013	Center Staff Meeting	A&B	100.00%
3/5/2013	Town First Aid Training	C&D	100.00%
3/5/2013	WC Board Focus Group	C&D	100.00%
3/5/2013	Chamber Post Legislative Breakfast	MH	0.00%
3/6/2013	Staff Meeting	A&B	100.00%
3/6/2013	Town First Aid Training	C&D	100.00%
3/7/2013	Town CPR/AED Training	C&D	100.00%
3/8/2013	IOW Academy Fundraiser	MH plus Suites	20.00%
3/9/2013	IOW Academy Fundraiser	MH plus Suites	20.00%
3/11/2013	Planning Commission	A&B	100.00%
3/11/2013	Smithfield Packing Photo Shoot	C	0.00%
3/12/2013	Little Zion Church Conference	MH plus Suites	0.00%
3/13/2013	Smithfield Packing Photo Shoot	A	0.00%
3/14/2013	Smithfield Packing Photo Shoot	A	0.00%
3/16/2013	McMannen-Ellis Wedding & Reception	MH plus Suites	0.00%
3/17/2013	Bowden Anniversary Party	MH plus Suites	0.00%
3/19/2013	BHA&R	A&B	100.00%
3/19/2013	Schoolhouse Meeting	A&B	100.00%
3/19/2013	Crimeline	A&B	100.00%
3/19/2013	Lifeline Screening	C&D	0.00%
3/20/2013	Chamber Day Trade Show	MH plus Suites	0.00%
3/21/2013	Smithfield Women's Club	B	50.00%
3/21/2013	Smithfield Women's Club	C&D	50.00%
3/23/2013	Wilkins-Shaffer Wedding & Reception	MH plus Suites	0.00%
3/25/2013	Committee Meetings	C&D	100.00%
3/26/2013	Committee Meetings	C&D	100.00%
3/26/2013	Bravo Breakfast	MH	0.00%
3/27/2013	Commission on Aging Educational Program	MH	100.00%
3/28/2013	Solo and Small-Firm Practitioner Forum	MH	0.00%
3/29/2013	Grizzle and Kuykendoll Setup	MH plus Suites	20.00%
3/30/2013	Grizzle and Kuykendoll Wedding and Reception	MH plus Suites	0.00%
3/31/2013	Sunrise Walk	Riverfront	100.00%
	100% discount		15
	50% discount		1
	20% discount		2

Smithfield/Isle of Wight Tourism Activity Report – March 2013

- Director attended the Isle of Wight Board of Supervisors Meeting 3/21/13.
- Director attended Smithfield Town Council Meeting 3/5/13.
- Held monthly Tourism Staff Meeting 3/5/13. All FT staff in attendance.
- Smithfield 2020 Meeting 3/6/13. For more info and minutes of Smithfield 2020 meeting, please visit www.smithfield2020.org
- Held Monday Morning Moan meeting at Chamber to discuss follow up on finalization of Church Street beautification and upcoming Spring events 3/4/13. Final Monday Morning Moan held 3/25/13.
- Attended Post Legislative Breakfast 3/5/13.
- Attended Natural Play Focus Group 3/5/13 for Windsor Castle Park Natural Play Project.
- Met with Steve Edwards about a new Tourism initiative involving wild horses and volunteer vacations 3/6/13.
- Attended branding webinar 3/7/13. Excellent presentation that has refocused our Historic Smithfield branding efforts.
- Smithfield Wine and Brew Fest planning meeting 3/8/13, 3/13/13, 3/22/13, 3/27/13. Posted Harlem Shake video on Facebook and SWBF website. Great viral reach promotion of the SWBF!
- Tornado Safety Drill held 3/12/13.
- Branding Brain Trust Conference Call held 3/12/13 and regular meeting held 3/18/13 to work through all stages of Branding initiative Focus Groups...Now referred to as Branding Teams. Two sessions scheduled for each group (merchants/business and citizens) to determine future branding direction.
- Worked with Smithfield Times on SLICE specialty magazine editorial and advertising and distribution 3/13/13.
- Attended CVTA Power of Tourism Committee meeting 3/14/13.

- Attended County Wellness Committee meeting 3/14/13. Wellness planning for employees for next six months.
- Met with SPD regarding new Smithfield Christmas Parade route 3/14/13. New route will be presented at Council Committee.
- Attended IOW County Fair website training 3/15/13.
- Met with Leisure Publishing about upcoming meeting and motorcoach publications 3/18/13.
- New Public Restroom meeting held with Lawrence Pitt and restroom designers and fabricators 3/18/13.
- Schoolhouse Museum Board Meeting 3/19/13.
- BACON LOVE artworks sign approved by BHAR 3/19/13. Progress made toward installation.
- Attended full CVTA (Coastal Virginia Tourism Alliance) meeting held 3/20/13.
- Met with Kevin O'Connor (O'Connor Brewing in Norfolk) on site at Wharf Hill 3/20/13 to further explore opening a Micro-Brewery. More progress made. Met with Kevin Blair on site at Wharf Hill 3/27/13 regarding marrying the micro-brewery with a pub to create a Brew Pub experience. Stay tuned!
- Exhibited at the Chamber Isle Expo event 3/20/13.
- Attended Sesquicentennial Meeting 3/21/13.
- Attended United Way Training 3/21/13 for evaluation site visits.
- First Farmers Market of the season held 3/23/13 and 3/30/13. FABULOUS attendance numbers! Its gonna be a great season!!!! The Farmers Market will now be open every Saturday until the end of October and for specialty markets in November and December.
- "Inside the Merchants Studio" event held 3/26/13. Good attendance. This is a Smithfield 2020 project for best sharing practices for business with a format based on the TV Show "Inside the Actors Studio". Judy Winslow serves as host.
- Attended Council Committee meetings 3/26/13.
- Aikenfest Music Festival Planning meeting held 3/27/13.

- Active Shooter Training attended 3/28/13.
- Filmed THE COUNTY BEAT 3/5/13.
- Tourism Facebook postings throughout month.
- Attended Smithfield Staff Meeting 3/6/13, 3/20/13.
- Staff attended IOW Staff Meeting 3/25/13.
- Update website events and *Where the Locals Go* event promotion newsletter weekly. This e-newsletter combines tourist events and the Farmer's Market information.
- Weekly individual meetings with staff to address concerns and review projects.

Upcoming Events: See www.visitsmithfieldisleofwight.com for more details!



2013 PARADE THEME:
"A Southern Christmas"



THIS IS A NEW PARADE ROUTE AND A NEW LINEUP/DROPOFF ROUTE!

The only entrance to the Parade Lineup is from Jericho Road (one way) from South Church Street.

Please plan to arrive early and beat the congestion!

ONLY Assigned Large Floats will be permitted to enter via Cedar St. off of South Church.

We recommend that you make arrangements with your group/family/friends for a "meet up" spot after the parade.

Important!
You must be in place in the lineup by 10:40!
The Lineup/Drop-off Route will be cut off at 10:45 when Main, Grace & Underwood are closed for the parade!

Follow the blue lineup route. Volunteers will be in place to let you know where your entry lines up along the route.

		Parking
		Judges Stand & Award Ceremony
		

NEW! Parade Route
NEW! Lineup/Dropoff Route
Post Parade Route

Lineup begins at 8:30 a.m.
Please be in place by 10:40 a.m.
Grace St., Main St. & Underwood Lane will close at 10:45 a.m.
Parade begins at 11:00 a.m.
Award Ceremony will be at 12:30 p.m. at the Smithfield Times Gazebo.
Questions: (757) 357-2214 or (757) 357-5182

RESOLUTION

WHEREAS, the Town of Smithfield owns a facility that is occupied by the Smithfield Police Department; and

WHEREAS, the Town of Smithfield does hereby request that the Virginia Department of Corrections certify a portion of the Smithfield Police Department as a Certified Lock up Facility.

NOW THEREFORE BE IT RESOLVED, by the Smithfield Town Council that a portion of the Smithfield Police Department shall be used as a temporary lock up facility.

Adopted this 2nd day of April 2013

T. Carter Williams, Mayor
Smithfield Town Council

Lesley G. King
Town Clerk

RESOLUTION
TO SELECT BANKING SERVICES

WHEREAS, the Town Council has determined that it is in the best interest of the Town and its citizens to reevaluate its banking services providers; and,

WHEREAS, the Town has solicited proposals from financial institutions in Hampton Roads in accordance with procurement laws; and,

WHEREAS, the Town has received numerous proposals from banking institutions to provide banking services; and,

WHEREAS, the Town Council and it's finance committee evaluated all proposals including proposals from Farmers Bank and Towne Bank and determined that the proposals from those two financial institutions provided the Town with the level of services the Town required with the highest returns on the investment of funds at the lowest cost and that those two financial institutions were the most responsive bidders; and,

WHEREAS, the Town Council deems it to be in the best interest of the citizens of the Town to utilize the banking and financial services provided by Farmers Bank and TowneBank.

NOW, THEREFORE, be it resolved by the Town Council that the Town Treasurer is authorized to open new accounts with either Farmers Bank or TowneBank and to transfer such of the Town's existing banking accounts as she may deem most appropriate and in the best interest of the Town to either Farmers Bank or TowneBank so as to maximize the Town's return on investment while minimizing cost to the Town and obtaining the level of banking services she deems necessary to serve the Town's needs.

Adopted this 2ND day of April, 2013.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. CARTER WILLIAMS, Mayor

ATTEST:

Clerk

RESOLUTION AUTHORIZING TOWN MANAGER TO EXECUTE AGREEMENT
WITH AUDITOR

WHEREAS, the Town Council has determined that it is in the best interests of its citizens to evaluate its audit services provider;

WHEREAS, the Town has solicited proposals from certified public accounting firms in accordance with procurement laws; and,

WHEREAS, the Town has received numerous proposals from certified public accounting firms to provide audit services; and,

WHEREAS, the Town Council and it's finance committee evaluated all proposals and determined that the proposal from Robinson, Farmer, Cox Associates provided the Town with the level of audit services the Town required at the lowest cost and that Robinson, Farmer, Cox Associates was the most responsive bidder; and,

WHEREAS, the Town Council deems it to be in the best interest of the citizens of the Town to utilize the audit services provided by Robinson, Farmer, Cox Associates.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Smithfield deems it to be in the best interest of its citizens to engage Robinson, Farmer, Cox Associates for audit services for a period of three years; and,

BE IT FURTHER RESOLVED, that the Town Manager is hereby authorized to execute a contract for audit services with Robinson, Farmer, Cox Associates for the next three fiscal years, subject to review and approval by the Town Attorney.

Adopted this 2nd day of April, 2013.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Clerk

THIS AMENDED AGREEMENT, made and entered into this the ___ day of April, 2013, by and between **ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC.**, a Virginia corporation, (hereinafter AVES) of the first part; and the **TOWN OF SMITHFIELD**, a Virginia municipal corporation, (hereinafter “the Town”), of the second part:

WITNESSETH:

WHEREAS the Town and AVES entered into a contract dated June 1, 2006 for refuse collection services (“the Contract”); and,

WHEREAS, the Contract provides that the contract shall renew effective June 1, 2009 for an additional period of two (2) years; and,

WHEREAS, the parties entered into an extension of the contract dated April 7, 2009; and,

WHEREAS, the parties entered into an amendment of the contract dated July 7, 2009; and,

WHEREAS, the contract as amended provides that “Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly.”; and,

WHEREAS, the contract was amended effective December 1, 2009 to provide for the collection of recyclable materials; and,

WHEREAS, the parties entered into an amendment of the contract dated March 1, 2011; and,

WHEREAS, the parties hereto desire to renew the contract for an additional term of two years and make a change to the frequency of the collection of refuse and recyclable materials..

NOW THEREFORE, in consideration of these premises the parties agree to restatement of the Contract with amendments as stated herein below.

A. REFUSE COLLECTION:

1. AVES shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as “disposal”) of all trash, garbage, debris, refuse and other waster matter and materials (hereinafter collectively referred to as “trash”) from all residential, business, municipal and governmental premises within the corporate limits of the Town of Smithfield, Virginia,

subject to the terms and conditions set forth herein below. AVES shall acquire title to the Waste Material when it is loaded into AVES' truck. Title to and liability for any Excluded Waste shall remain with the Town and Town expressly agrees to defend, indemnify and hold harmless AVES from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in AVES' trucks, containers or other equipment. The parties hereto acknowledge the solid waste disposal fees ("tipping fees") are paid by the County of Isle of Wight and are not to be paid by AVES. Any additional fees, costs or taxes imposed on the disposal or collection of solid waste shall be the responsibility of the Town or Isle of Wight County. The parties acknowledge that the consideration paid by the Town to AVES pursuant to the provisions of this contract is for the collection of solid waste.

Contractor shall furnish all personnel, labor, equipment and supervision necessary to fulfill satisfactory performance of this agreement. Contractor shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

2. The term of the contract for the disposal of such trash, shall be for a period of 24 months, commencing on July 1, 2013 and ending at midnight on June 30, 2015, with the right to renew for one period of 24 additional months as set forth below. During such period disposal of trash shall be made once each week on a staggered schedule, i.e., **Monday** for all areas of Town west of Cypress Creek Bridge and the following areas east of Cypress Creek Bridge: Grimesland area which includes South Church Street from the Cypress Creek Bridge to the Route 10 by-pass, all streets west of South Church Street including Wilson Road, Talbot Drive and other adjoining streets, Benn's Church Boulevard, east and west of Benn's Church Boulevard which includes Waterford Oaks and **Tuesday** for all areas of Town not listed above east of Cypress Creek Bridge, between the hours of 6:30 A.M. and 5:00 o'clock P.M., provided that if any such day falls on a legal holiday, then such collection shall not be made, **provided that in such event, disposal shall be made on the Wednesday of the week following the holiday.** Legal holidays for the purpose of this agreement are New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. Other legal holidays which cause the transfer stations to be closed shall also be observed and no collection will occur on those days. These additional legal holidays include Columbus Day (Second Monday in October). AVES will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday on which date the transfer stations will not be open to received trash. Where applicable, holidays which fall on a Saturday are observed on the previous Friday and

holidays which fall on a Sunday are observed on the following Monday. In no event shall disposal of trash be commenced later than 8:30 a.m. The Town manager shall be notified immediately in the event that scheduled disposal cannot be met due to mechanical or other unforeseen delays. Contractor agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The annual consideration for this contract for the initial term of this contract shall be **\$6.01** per unit/collection stop per month. The total annual payment for refuse collection for each of the two years of this amended contract is **\$217,652.75** unless otherwise adjusted by the terms of this contract. **The collection of yard debris as provided for in paragraph 4.b of this section of the agreement shall be for the same consideration and for no additional charge.** The annual payment for the Payment shall be made by the Town in equal monthly payments on the last working day of each month, commencing July 1, 2013. **The number of units for which the contractor shall be paid during the two years of service of this amended contract is 3018.** The annual consideration for this contract may be increased by a percentage equal to the percentage change in the CPI-U “All Items” category of the Consumer Price Index published for the most recent period prior to the date of the proposed change. Such increases shall be made only by mutual agreement of the parties. **Also, each increment of 50 cents per gallon of fuel increase above \$3.72 per gallon will require a fuel adjustment based on the number of gallons used per day. Fuel receipts will be provided to determine the number of gallons used while servicing the Town of Smithfield route.**

4. a) All trash, will be placed in containers or receptacles furnished by AVES (64 gallon and 96 gallon containers) placed on the premises of the owner or occupant at the edge or curb of the street or at a reasonably accessible location for collection. One 96 or 64 gallon trash receptacle will be provided to each household/collection stop by AVES at no charge to the Town of Smithfield or the customer for collection from an automated compactor enclosed truck. Additional receptacles will be supplied by AVES at resident/customer expense at rate of \$5.50 per month per receptacle. Designated areas of the town’s collection route may have to be serviced using the rear load truck system. However, each household/collection stop within these designated areas will still be provided with one 96 or 64 gallon trash receptacle by AVES at no charge. The town has chosen “Dark Gray Granite” as the official color of all of the trash

receptacles to be provided by AVES. The name and phone number of the contractor shall be imprinted on each receptacle.

b) Yard debris shall be collected town wide on a weekly basis by AVES. Collection of yard debris shall be on Wednesdays of each month unless it falls on a legal holiday as defined hereinabove, in which case there shall be no collection on that day. Collection of yard debris shall be scheduled by residents by calling in to AVES at a number provided by the company. Residents must call AVES one week prior to the scheduled pickup and provide an address for pickup of yard debris. All leaves and yard waste to be collected and hauled pursuant to this agreement shall have been placed in clear bags and tied. Cuttings, tree branches and other yard waste not placed in clear bags shall be tied in a bundle and shall not exceed sixty (60) inches in length. Limbs shall not exceed three (3) inches in diameter. There shall be a limit of ten (10) bags or bundles of yard debris per customer for daily collection. Such bags or bundles shall not exceed thirty-five (35) pounds in weight.

c) AVES will not be required to dispose of trash resulting from construction of buildings and structures, land clearing debris or building demolition.

d) No trash shall be collected from steel drum containers.

e) The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the town shall store and place trash for disposal pursuant to this agreement.

5. Where containers are rusted or otherwise so badly damaged as to be unsanitary or unsafe for handling, or not placed properly for pickup, a warning notice shall be given to the owner or occupant of the premises by the attaching of an appropriate notice to the container, and that if correction of the said condition is not made within seven (7) days by the owner or occupant, then the container and the contents will be removed and/or not picked up.

6. Containers and receptacles which are not to be disposed of shall not be thrown or handled in a rough or careless manner, but shall be used and handled with care, usual wear and tear excepted, and AVES shall be liable for negligent and unnecessary damages caused to such containers and receptacles.

7. All trash shall be collected and removed from all residential, commercial, business, municipal and governmental premises within the corporate limits, except that with respect to business and commercial premises, AVES shall only be required to collect and remove trash from those business and commercial premises whose trash, garbage and/or refuse closely

approximates the volume, composition and nature of trash, garbage and/or refuse generated by typical residential units. "Unit" as herein used shall refer to one single-family dwelling unit, or existing currently serviced small businesses as of the date of this contract. "Unit" may also include an individual townhouse, condominium, apartment (up to four units) or duplex unit as designated by the Town Manager. Commercial and/or business premises that generate high volumes of trash, garbage and/or refuse or which generate trash, garbage and/or refuse which does not closely approximate the composition and nature of trash, garbage and/or refuse generated by typical residential units shall be required to make arrangements for the private collection of said trash, garbage and/or refuse. AVES will collect up to fifteen (15) boxes per pickup for residents moving in or out of the residence. However if more "moving" trash is needed to be picked up it is the responsibility of the resident to contact AVES for a special pickup. For special pickups there may be a fee that will be charged directly to the resident making the pickup request, that fee is not included in the town's contract.

8. AVES shall make the trash collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

9. AVES shall dispose of all trash under the contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the disposal of trash.

10. AVES shall maintain an office at which a responsible person can be reached by telephone during regular working hours of 9:00 A.M. to 5:00 P.M. to answer questions about the pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or his representative. Contractor shall supply an emergency telephone number for use in the event of after hour emergencies.

AVES will maintain a complaint log form and a copy of this completed form and corrective actions taken will be submitted to the Town Manager on a monthly basis. The AVES office personnel answering the phone will take the call and get the appropriate information from each resident (name, date, phone number, address, time, comment section). The person taking the message will immediately contact the driver and receive the driver's input. The Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day. Supervisors and/or the Operations Manager will be present in the service area each service day.

11. This contract is for the collection of all trash within the Town of Smithfield from residential, commercial, business and municipal places or locations, subject to the conditions specified herein. Should the current boundaries of the Town of Smithfield change during the term of this contract and should the number of stops increase then this contract shall be adjusted accordingly to reflect any increase in the residential, commercial, business premises receiving trash collection.

12. AVES shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the disposal of such trash, and the Town of Smithfield shall not be liable and responsible for any such damages, from all of which AVES shall save, protect, and hold the Town harmless.

13. Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Town within the area in which AVES provides collection service.

14. Town recognizes the difficulty of ensuring that the Town's pavement or driving surface is adequate to bear the weight of AVES's vehicles. Therefore, Town agrees that Town will be responsible for any damage to Town's pavement, curbing or other driving surfaces resulting from the weight of AVES's vehicles providing service at the Town location. AVES shall not be responsible for damage to any pavement surfaces within the Town's rights of way caused by the weight of AVES's vehicles.

15. AVES shall carry the following insurance which shall be with a reputable company duly licensed to do business in the Commonwealth of Virginia and that AVES will file a memorandum of same with the Town:

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$5,000,000.00 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$5,000,000.00 combined single limit.

16. Contractor in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that AVES is an equal opportunity employer. Further, during the

performance of this agreement, contractor agrees to provide and maintain a drug-free workplace for contractor's employees.

17. As of midnight, June 30, 2015, unless terminated as provided herein below, this contract shall be deemed renewed for an additional period of two (2) years. This Agreement may be terminated at the end of the original year term, by either party hereto upon written notification to the other party, dispatched by certified mail to the other party at its last known post office address, of its desire to terminate the said contract as of the expiration of the then current term; such notice shall be mailed at least sixty (60) days prior to the expiration of the said then current term.

18. In addition to the weekly curbside residential collections provided for herein above, AVES shall provide special curbside collection service for bulk items such as large household items, appliances, furniture, etc if authorized by Town Council. **These special collections may be held in the spring and the fall of each year on dates determined by the Town. In order to provide this special collection service, AVES agrees to provide three employees per day and the following equipment: a residential collection truck (with a driver and helper) and a knuckle boom truck (with driver). The daily charge for special collection service during the two years of this contract is \$900.00 per day for a maximum workday of ten (10) hours per day.** The Town Council may authorize an additional special pick-up at the Christmas holiday pursuant to the same terms and conditions as specified hereinabove.

19. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

20. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by AVES without prior written approval of the Town.

21. AVES values the opportunity to meet all of Town's non-hazardous waste collection and disposal needs. Town will provide AVES the opportunity to meet those needs and to provide, on a competitive basis, any additional non-hazardous waste collection and disposal services during the term of this Agreement.

22. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

B. COLLECTION OF RECYCLABLE MATERIALS:

That for and in consideration of the mutual promise and covenants contained herein below and other sufficient legal considerations, AVES and the Town hereby agree as follows:

1. AVES shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as “disposal”) of the following recyclable materials: number 1 and 2 plastics, aluminum and metal cans, newspaper, junk mail, corrugated containers, cardboard (no wax) and glass (hereinafter collectively referred to as “recyclables”) from residential, municipal and governmental premises within the corporate limits of the Town of Smithfield, Virginia, subject to the terms and conditions set forth herein below. AVES shall acquire title to the recyclables when it is loaded into AVES’ truck. Title to and liability for any Excluded Waste shall remain with the Town and Town expressly agrees to defend, indemnify and hold harmless AVES from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in AVES’ trucks, containers or other equipment. The parties hereto acknowledge the solid waste disposal fees (“tipping fees”) are paid by the County of Isle of Wight and are not to be paid by AVES. Any other waste collected which does not qualify as recyclables shall be disposed of by AVES in the same manner as it disposes of solid waste otherwise collected by AVES. Any additional fees, costs or taxes imposed on the disposal or collection of solid waste, including recyclables, shall be the responsibility of the Town or Isle of Wight County. The parties acknowledge that the consideration paid by the Town to AVES pursuant to the provisions of this contract is for the collection of recyclables.

Contractor shall furnish all personnel, labor, equipment and supervision necessary to fulfill satisfactory performance of this agreement. Contractor shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

2. The term of the contract for the disposal of such recyclables, shall be for a period of 24 months, commencing on July 1, 2013 and ending at midnight on June 30, 2015, with the right to renew for one period of 24 additional months as set forth below. During such period disposal of recyclables shall be made **once** each week on a staggered schedule, i.e., **Thursday** for all

areas of Town west of Cypress Creek Bridge and the following areas east of Cypress Creek Bridge: Grimesland area which includes South Church Street from the Cypress Creek Bridge to the Route 10 by-pass, all streets west of South Church Street including Wilson Road, Talbot Drive and other adjoining streets, Benn's Church Boulevard, east and west of Benn's Church Boulevard which includes Waterford Oaks and **Friday** for all areas of Town not listed above east of Cypress Creek Bridge, between the hours of 6:30 A.M. and 5:00 o'clock P.M., provided that if any such day falls on a legal holiday, then such collection shall not be made. Legal holidays for the purpose of this agreement are New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. Other legal holidays which cause the transfer stations to be closed shall also be observed and no collection will occur on those days. AVES will advise the Town at least four weeks in advance that collection will not occur on a day observed as a legal holiday. Where applicable, holidays which fall on a Saturday are observed on the previous Friday and holidays which fall on a Sunday are observed on the following Monday. In no event shall collection of recyclable materials trash be commenced later than 8:30 a.m. The Town manager shall be notified immediately in the event that scheduled disposal cannot be met due to mechanical or other unforeseen delays. Contractor agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The annual consideration for the initial term of this contract shall be \$5.86 per unit/collection stop per month. The total annual payment for collection of recyclable materials for each of the two years of this amended contract is \$212,225.76 unless otherwise adjusted by the terms of this contract. The annual payment for the Payment shall be made by the Town in equal monthly payments on the last working day of each month, commencing July 1, 2013. **The number of units for which the contractor shall be paid during the two year term of service of this amended contract is 3018.** The annual consideration for this contract may be increased by a percentage equal to the percentage change in the CPI-U "All Items" category of the Consumer Price Index published for the most recent period prior to the date of the proposed change. Such increases shall be made only by mutual agreement of the parties. **Also, each increment of 50 cents per gallon of fuel increase above \$3.00 per gallon will require a fuel adjustment based on the number of gallons used per day. Fuel receipts will**

be provided to determine the number of gallons used while servicing the Town of Smithfield route.

Collection of recyclables from Town Hall, the Town's Police Department, the Town Manager's office and the Isle of Wight Tourism offices shall be at no charge to the Town.

4. a) All recyclables shall be placed in the 96 gallon containers to be provided by AVES. All recyclables, will be placed in containers or receptacles furnished by AVES (96 gallon containers) placed on the premises of the owner or occupant at the edge or curb of the street or at a reasonably accessible location for collection. One 96 gallon recyclables receptacle will be provided to each household/collection stop by AVES at no charge to the Town of Smithfield or the customer for collection from an automated compactor enclosed truck. Additional receptacles will be supplied by AVES at resident/customer expense at rate of \$5.50 per month per receptacle. Designated areas of the town's collection route may have to be serviced using the rear load truck system. However, each household/collection stop within these designated areas will still be provided with one 96 recyclables receptacle by AVES at no charge. The town has chosen "royal blue" as the official color of all of the recyclables receptacles to be provided by AVES. The name and phone number of the contractor shall be imprinted on each receptacle.

b) No recyclables shall be collected from steel drum containers.

c) The Town shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the town shall store and place recyclables for disposal pursuant to this agreement.

5. All recyclables shall be collected and removed from residential, municipal and governmental premises within the corporate limits. "Unit" as herein used shall refer to one single-family dwelling unit, or existing currently serviced small businesses as of the date of this contract. "Unit" may also include an individual townhouse, condominium, apartment (up to four units) or duplex unit as designated by the Town Manager. The town and/or AVES will have the right to refuse service to residents that neglect recycling collection guidelines to be established.

6. AVES shall make the recyclables collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

7. AVES shall dispose of all recyclables under the contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations, and laws applicable to the disposal of recyclables.

8. AVES shall maintain an office at which a responsible person can be reached by telephone during regular working hours of 9:00 A.M. to 5:00 P.M. to answer questions about the pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or his representative. Contractor shall supply an emergency telephone number for use in the event of after hour emergencies.

AVES will maintain a complaint log form and a copy of this completed form and corrective actions taken will be submitted to the Town Manager on a monthly basis. The AVES office personnel answering the phone will take the call and get the appropriate information from each resident (name, date, phone number, address, time, comment section). The person taking the message will immediately contact the driver and receive the driver's input. The Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day. Supervisors and/or the Operations Manager will be present in the service area each service day.

9. This contract is for the collection of all recyclables within the Town of Smithfield from residential, and municipal places or locations, subject to the conditions specified herein. Should the current boundaries of the Town of Smithfield change during the term of this contract and should the number of stops increase then this contract shall be adjusted accordingly to reflect any increase in the residential, premises receiving recyclables collection.

10. AVES shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the disposal of such recyclables, and the Town of Smithfield shall not be liable and responsible for any such damages, from all of which AVES shall save, protect, and hold the Town harmless.

11. Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Town within the area in which AVES provides collection service.

12. Town recognizes the difficulty of ensuring that the Town's pavement or driving surface is adequate to bear the weight of AVES' vehicles. Therefore, Town agrees that Town

will be responsible for any damage to Town's pavement, curbing or other driving surfaces resulting from the weight of AVES' vehicles providing service at the Town location.

13. AVES shall carry the following insurance which shall be with a reputable company duly licensed to do business in the Commonwealth of Virginia and that AVES will file a memorandum of same with the Town:

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$5,000,000.00 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$5,000,000.00 combined single limit.

14. Contractor in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that AVES is an equal opportunity employer. Further, during the performance of this agreement, contractor agrees to provide and maintain a drug-free workplace for contractor's employees.

15. As of midnight, **June 30, 2015**, unless terminated as provided herein below, this contract shall be deemed renewed for an additional period of two (2) years. This Agreement may be terminated at the end of the original term, by either party hereto upon written notification to the other party, dispatched by certified mail to the other party at its last known post office address, of its desire to terminate the said contract as of the expiration of the then current term; such notice shall be mailed at least sixty (60) days prior to the expiration of the said then current term.

16. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

17. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by AVES without prior written approval of the Town.

18. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

WITNESS the following signatures and seals, the Town of Smithfield having caused these presents to be executed by its Town Manager pursuant to a motion of the Town Council of the Town of Smithfield duly adopted on _____, 2013.

ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC., a Virginia corporation,

By: _____
S. Dawson Moody, President

TOWN OF SMITHFIELD

By: _____
Peter M. Stephenson, Town Manager