

SMITHFIELD TOWN COUNCIL AGENDA



January 2, 2013 at 7:30 p.m.
Held at Smithfield Center, 220 N. Church Street

A. INFORMATIONAL SECTION:

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

B. UPCOMING MEETINGS AND ACTIVITIES:

- | | | |
|------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January 1 | - | Town Offices Closed for New Year's Days |
| January 2 | - | 7:30 p.m. – Town Council Meeting |
| January 3 | - | 2:00 p.m. – Windsor Castle Park Foundation Board (Town Hall) |
| January 8 | - | 4:00 p.m. – Pinewood Heights Management Team |
| January 8 | - | 7:30 p.m. – Smithfield Planning Commission |
| January 15 | - | 7:30 p.m. - Board of Historic and Architectural Review |
| January 18 | - | Town Offices Closed in Observance of Lee/Jackson Holiday |
| January 21 | - | Town Offices Closed in Observance of Martin Luther King, Jr. Day |
| January 28 | - | 4:00 p.m. – Town Council Committee Meetings (Consecutive)
Police Committee
Water and Sewer Committee
Finance Committee |
| January 29 | - | 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.
Also, the Smithfield Center will be closed during normal business hours January 7 – 9 for winter deep cleaning

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. Water and Sewer Committee Chair, Andrew C. Gregory
- c. Finance Committee Chair, Randy Pack
- d. Public Works Committee Chairman Michael G. Smith

CONSENT AGENDA ITEMS

C1. Motion to Authorize and Implement a Special Event Policy

Police Committee Chair, Connie Chapman

C2. Motion to Approve the Primary Annual Engineering Service Contract with Draper Aden Associates

Water and Sewer Committee Chair, Andrew C. Gregory

C3. Invoices Over \$10,000 Requiring Council's Consideration:

Finance Committee Chair, Randy Pack

a. Draper Aden Associates	\$ 48,846.00
b. YMCA	\$ 50,000.00
c. IOW – General Obligation Bond	\$ 16,995.35
d. IOW – Tourism	\$104,988.00
e. IOW – E911 Communication Dispatch	\$ 49,287.50
f. Blair Brothers Inc. (John Rolfe Drive Project)	\$ 69,489.58
g. Sheehy Ford (2 Budgeted Police Vehicles)	\$ 52,807.50

C4. Motion to Authorize Issuance of RFP for Banking and Audit Services

Finance Committee Chair, Randy Pack

C5. Motion to Initiate Update of the Town's Capital Improvement Program and to Authorize Required Public Hearings

Finance Committee Chair, Randy Pack

C6. Motion to Accept Bicycle Rack Donation from Tidewater Bicycle Association

Public Works Committee Chair, Michael G. Smith

C7. Motion to Accept Draper Aden Associates' Proposal for the Scope of Work and Fees in Regards to the Waterworks Dam Grant Agreement

Public Works Committee Chair, Michael G. Smith

ACTION SECTION

1. Motion to Approve Secondary Annual Engineering Service Contract with Kimley-Horn and Associates

Water and Sewer Committee Chair, Andrew C. Gregory

TAB # 1

2. Motion to Approve the Town Council Minutes for the Meeting of December 4th, 2012

Town Attorney, William H. Riddick, III

3. **Appoint a Nominating Committee for the Expiring Board of Historic and Architectural Review
Members Laurie Coyne and Russell Parrish (1-31-2013)**
Mayor T. Carter Williams
4. **New Business:**
5. **Old Business:**
6. **Adjournment**

December 28, 2012

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: MONTHLY ACTIVITY REPORT – DECEMBER 2012

TOWN MANAGER'S OFFICE:

- a. Attended the following meetings: Shared Services Subcommittee, Leadership Isle of Wight Planning Committee, Chamber Business after hours at Smithfield Foods HQ, Joint Worksession with Town Council and Windsor Castle Park Foundation Board, Smithfield 2020, VML Insurance Programs quarterly board meeting, Isle of Wight Emergency Communications Board, HRPDC CAO Luncheon, Hampton Roads partnership Board with Mayor Williams, Hampton Roads Criminal Justice Training Academy annual board meeting.
- b. Mayor Williams and I met with Ms. Helen Sommer, Executive Director of Habitat for Humanity
- c. Volunteered at Kiwanis Club of Smithfield Santa Breakfast and Toy Store

TOWN CLERK'S OFFICE:

- a. Transcribed and proofed the monthly minutes for Town Council
- b. Staff attended Windsor Castle Foundation Board Meeting on December 4th.
- c. Continue to work on sorting and labeling Treasurer files
- d. Prepared December Town Council Committee Agenda, and January Town Council Agenda
- e. Attended Town Council Committee meetings on December 17th and 18th and prepared summary reports of the committees.
- f. Attended employee holiday luncheon on December 21st.

TREASURER'S OFFICE:

- a. Attended VML Finance Forum in Richmond on December 7.
- b. Attended VIP (Virginia Investment Pool) Organizing Board meeting at the VACo offices in Richmond on December 10. The purpose of the meeting was to lay a foundation for the program so the Board of Trustees could begin functioning from its first meeting.

This is a new program that will offer short term investment opportunities to localities at a relatively low risk but higher rate of return than we could get on our own.

- c. Attended luncheon hosted by Draper Aden on December 19.
- d. Completed bank reconciliations and financial statements for November.
- e. Attended the employee luncheon on December 21.
- f. Resolved audit concerns and completed the MD&A to finalize the annual audit report.
- g. Supplied data as requested for HRPDC for the regional sewer consolidation study.
- h. Began work on year end 1099 reporting.

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. Repaired sewer laterals at 415 Watson Dr.
 - c. Clean sewer lateral at True Value - found the problem to be on True Value side of the line.
 - d. Inspected sewer line at 328 -330 Main St.- line was blocked - used vector truck to clean line.
 2. Sewer Pump Station Repairs and Maintenance:
 - a. Weekly and daily checks on all 27 pump stations.
 - b. Performed schedule maintenance at 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. REW is working on flow meters and scada system at pump stations.
- d. Replaced phase monitor base in gen set.

3. Water Line Repairs and Maintenance:

- a. Ran new service line at 328 Main St.
- b. Installed new meter and Head at 507 Va. Ave
- c. Contractor installed new fire hydrant and detector check valve at Main St. Church.
- d. Went out on a large number of high usages.

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. Cleaning of the 2nd and 3rd stages of the RO skid was completed on the 26th and 27th of November.
- c. An orifice plate was installed in the 2nd stage of the RO skid on November 27th.
- d. Concentrate flow meter's calibration was verified per HRSD on December 7th.
- e. Well 8A, well 10, blend flow, and distribution flow meter's calibration were verified December 13th and 14th.

6. Safety

- a. Monthly truck inspections.
- b. Monthly playground inspections.
- c. All Public Works employees attending Defensive Driving 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. REW is still working on the new scada system for the sewer.
- e. Installed all the Christmas decorations thru out town
- f. Staff worked Christmas Parade
- g. Working very hard on the new shelves and the inventory.

PLANNING AND ZONING:

1. Planning Commission – 12/11/12
 - A. No Meeting Held
2. Rezoning Applications under review
 - B. None
3. Special Use Permit Applications under review
 - C. None
4. Subdivision and Site Plans under review
 - D. 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. YMCA (98% complete)

- E. Smithfield Foods Test Kitchen (98% complete)
 - F. True Value (98% complete)
 - G. Main Street Baptist Church (80% complete)
 - H. Taste of Smithfield (98%)
6. Board of Zoning Appeals 12/18/12
- E. No Meeting Held
7. Board of Historic & Architectural Review 12/18/12
- F. No Meeting Held

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, Verizon continued and completed making final connections from the existing lines to the new system primarily at the Smithfield Station parking lot tie-in point. They have now removed all old aerial lines and poles from project site.
- E. Blair Bro.'s Contr. continued and completed construction of right turn lane at the intersection of John Rolfe Drive and Battery Park Road. Contractor repaired potholes at several locations along Battery Park Rd. and on Kendall Way. Contractor installed shoulder stone on Battery Park Rd. near it's intersection with Nike Park Rd.

December 28, 2012

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING
HELD ON MONDAY, DECEMBER 17TH, 2012

The Police Committee met Monday, December 17th, 2012 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Ms. Connie Chapman, Chair; Mrs. Denise N. Tynes, and Mr. Andrew C. Gregory, Vice Mayor. 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 J. Greer, 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. Josiah Jendrey, Fog Inspector; Ms. Comarth Saunders, Financial Analyst; Mr. Kurt Beach, Crime Prevention Specialist, Ms. Judy Winslow, Director of Tourism; and Ms. Amy Musick, Smithfield Center Director. Also in attendance was Mr. Richard “Dick” Grice. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

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

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

1. Special Events Policies – Chief Bowman explained that several months ago we started going down the path to see how to best address special events in the town of Smithfield. Mr. Kurt Beach has done a really good job of researching different localities and putting together a good model policy to put in place. Mr. Beach stated that in this process staff has identified a list of six town sponsored events which was included in the packet. They are listed as follows: Smithfield Olden Days, Smithfield Fireworks, Smithfield Town and Country Day, Smithfield Safe Halloween, Smithfield Homecoming Parade, and the Smithfield Christmas Parade. Mr. Beach found that the Town of Christiansburg is approximately 13 square miles, which is similar in size to Smithfield; However their population is double what Smithfield’s is. Mr. Beach stated that he has taken their policies and procedures as well as other localities in the tidewater area and put

together this policy that is in your packet. It addresses fairness in how the town will benefit from putting this in place. It will help the town manage our special events, manage the overtime, and manage the expenses of these special events. It is intended to create a mechanism for cost recovery and revenue sharing for special events without having an adverse effect on those events that contribute economically and socially to the community. The application process is very thorough. It gives the event coordinator the definition and information that the town is looking for up front before the event takes place. It goes before an event committee. The Town Manager will determine who will make up the event committee. After the application process goes through the committee it will be brought in front of council and council will review and if are okay with it then it may be approved at this time. There is a written estimate of town services cost that is part of the application process. Once committee has met then a cost estimate will be provided to the event coordinator so they will know what the cost will be up front. After the event takes place there is a review by the town to gather historical information on events that are held. This will give the town an idea of how many people participated, how much revenue was generated, how many services were provided by the town and what might be better if the event is held again the next year. There is a form of appeal if an event was denied so people will know why they were denied. The use of town logo or name is protected in this policy. The special event permit may be revoked if the town determines an event is being conducted in violation of any condition of the special event permit. Ms. Musick stated that at the Smithfield Center they have Events Management Software that allows for staff to attach an application for permit to a venue. The Smithfield Center can accept all applications and then forward them to the event committee to decide whether an event gets a permit or not. The Events Management Software will also allow the town to bill for services such as police department, public works, etc. Ms. Musick handed out a sample application permit that she has drafted. Chief Bowman stated that the applicant will be given notice before the event to know exactly what the cost will be to operate the event and agree to it before the permit is issued. Chief Bowman stated that the next step would be to determine what rates to charge for what services. Obviously, in the past it has been cash money paid to the police officers. Staff has had some discussion on how to enforce from an ordinance prospective. The ordinance can be directly linked to this policy. If the town adopts this policy then the ordinance can be attached to it. Dr. Milton Cook asked how the small events such as the Zombie Walk that only takes 20 minutes to go down the street would be handled. Chief Bowman stated that all special events no matter how small or how big would go through the application process to get permitted. It is important to stay consistent with these rules regardless of what type function it is. Mr. Beach stated that the process of the application allows the event organizer to give all the necessary information on their organization to the committee for consideration. This information will be used to determine how much town services are needed. In some cases there may be no cost for town services. Chief Bowman stated that the policy from Christiansburg does deal with a grant policy as well but town staff chose to leave that out at this point. Chief Bowman stated that this policy is not in any way meant to deter anyone from using the venue of Smithfield for any reason that is appropriate. It is simply a way to clarify what needs to be done and that everyone is on the same page when the event takes place. Ms. Minga asked if she understood it correctly that this would affect where some officers have been in the past

paid directly. Chief Bowman replied that it would. Her concern is whether we will have any way to quantify what the impact will be on overtime. This is overtime that we will now pay even though it will be collected on the revenue side. Chief Bowman stated that he is not sure on how the accounting would be handled at this time. Ms. Minga stated that it may be something that we will need to adjust as we move forward with these policies. Mr. Smith asked who would be part of the committee? Chief Bowman suggested that the committee consist of the Town Manager, someone from Tourism, law enforcement, and the treasurer's office. Chief Bowman also stated that staff would like to get these policies in place as soon as possible because the new calendar year right around the corner. Once these policies have been adopted then a committee can be established to review the application for special events. The Town Manager stated that the way the current draft is without the grant portion of the policies application there would not be a committee. All applications would be routed through the Smithfield Center to the Town Manager's office for approval. This is for the ones that are not town sponsored. Anything that is town sponsored Council would need to determine each year and fund through the budget process. The smaller ones would come through the Town Manager's office and he would notify the appropriate department heads to determine what town services might be needed including the estimated cost of services. Mr. Beach stated that in Christiansburg the application is reviewed by the Town Manager or his designee and then to the department heads have a timeframe to review it and submit their comments. Town staff would handle cost estimates for town services. It would only come to Town Council if it requires closure of a public street or use of public property. Mr. Beach stated for clarification every event will fill out a permit application form regardless of whether it is town sponsored or not. Ms. Chapman asked how this new policy would be conveyed to these organizations. All of staff will be aware of process so that they can let organizations know that call to set up event. Ms. Winslow stated that a benefit to the policy is to let organized events know what other events may be held on that same day. Mr. Beach stated that this policy does have a window for established events. Mayor Williams stated that the Chamber of Commerce has been working on a two year calendar for every organization in Smithfield. Once an event has been scheduled the organization would contact the Chamber of Commerce to have it added to the two year calendar. This will help everyone to know what events are planned and when. Staff recommends adoption of these policies to get the ball rolling with the approaching new year. This policy can be tweaked if necessary as we move forward with implementing the policy. Committee agreed to send to Town Council for consideration of the Special Events Policy.

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

1. Operational Updates – Chief Bowman reported that at the present time they are working very closely with the Isle of Wight Sheriff's Office on providing additional patrols at the schools, in particularly Westside Elementary which is located within the town, in light of the most recent school tragedy. Chief Bowman reported that he was at Westside today at approximately 12:20 p.m. and asked several teachers how things seem

to be going. They stated that everything seemed to be going well. The additional presence of law enforcement will continue until school lets out for the Christmas holiday and then they will discuss what they will do once the kids return to school after the holidays. The teachers and parents have been very appreciative of their efforts. Chief Bowman stated that also under operational updates Serenity Day Spa located along South Church Street showed up in the paper last week. The lady there was conducting business that was inappropriate as far as the rules for a certified massage therapist. She is not licensed as a massage therapist. Chief Bowman stated that he spoke with the Department of Health Professions and if this lady opens the door for massages this Thursday the Department of Health Professions will be there to address the matter and the licensing and advise her that she will no longer be able to conduct business without the proper licensing. In addition she also does not have a business license here in town. Chief Bowman stated that she said she had tried to get one but the excuse she gave when I let her know that she was operating illegally had something to do with her taxes. The landlord is very concerned about the operations of that business and is looking at their contract as to what can be done to address this matter. Chief Bowman stated that the department continues to patrol retail shop areas frequently during this holiday season. Chief Bowman reported that in regards to the overtime matrix the department is running on schedule. He stated that they are really tight as far as this quarter is concerned due to a lot of different things that have been going on such as the Christmas parade which was 70.5 hours and the department had a very aggressive exercise that was mandated by the FBI to assist with the Surry Nuclear Power Station and that required 48 hours of overtime. He stated that they have approximately \$5,000 to make it through this quarter and the way it looks unless something goes terrible wrong the department should be okay. We are still on running on schedule and under budget.

2. Lighting Survey – Moore Avenue – Chief Bowman stated that this survey was conducted by Sergeant Thomas Jones. The request was received from Mr. Wesley Brown of Brown's Automotive pertaining to the lack of lighting on one portion of his building. The recommendation after conducting the survey is there is no additional lighting needed on Moore Avenue, a light on the left side of Brown's Automotive would cover the darkness next to the building, and suggest the business to remove three Cedar trees in front of the building to improve lighting. Chief Bowman stated that one thing to note is that when you look at the McDonald's there is absolutely no lighting in the parking lot. Mr. Brown has said that McDonald's historically has not left any lights on in the parking lot when closed. Chief Bowman stated that with the new design of the McDonalds it is hard for him to believe that it will not be lit up pretty well even when closed at night. At the present time the police department is not recommending an additional light on Moore Avenue. Mr. Brown was very respectful but disagreed with our conclusion. He was advised of the committee meeting today if he had any additional concerns or comment. The Town Manager asked Mr. Hopkins to look into the fact that if the trees are removed will it be completely nonconforming as far as landscaping goes. Mr. Hopkins stated that he would look into that and the lighting that is planned for the new McDonald's. Chief Bowman stated that he told Mr. Brown that it has been our philosophy for the most part that as far as lighting is concerned for businesses it is their responsibility to illuminate their business. The corner of Berkley and Moore Avenue there is not a whole lot of light.

Mrs. Tynes stated that normally there is a lot of light out their but with the demolition of the McDonald's to build a new one there is not a lot of light at this time. Mr. Brown's business is the only business on Moore Avenue. The other surrounding business have enough light for their parking. It is his responsibility to light his own place of business. Chief Bowman stated that Mr. Brown was asking for the town to place a street light on Moore Avenue that would serve to illuminate his business and at this time it is not necessary.

3. ADDITIONAL ITEM DISCUSSED: Response Plan for the Police Department – Mr. Pack asked if the Police Department has a response plan if the town were unfortunate enough to have an incident happen here like the recent school shooting in Newtown, Connecticut. He also asked if now would be a good time to look back to see if there are other means that could prevent something like this from ever occurring here in Smithfield. Chief Bowman stated that yes there are established policies in place that would deal with an incident like this however they are not subject to the freedom of information act. There are response plans in place and we do have an emergency response team that trains for such events that involve an active shooter. Chief Bowman stated that as far as prevention is concerned there may be some tweaking done pertaining to the coming and goings at the schools. Chief Bowman continued to explain that yes there are some things that could possibly be done but in his opinion until the leaders of our country realize that closing mental health facilities and hospitals we will continue to face the same uphill battles. The Smithfield Police Department and Isle of Wight Sheriff's Office continue to work together in regards to providing vigilance at our schools and the children and teachers that work there.

4. ADDITIONAL ITEM DISCUSSED – Criminal Justice Training Academy – The Town Manager reported that the town will be represented tomorrow at the annual Criminal Justice Training Academy Board meeting. He explained that he is on the Executive Finance Committee. At this time we are not proposing to increase the dues/member fees that we pay for next year. He stated that he will be making a motion tomorrow to keep the rates that we charge for agencies like the Smithfield Police Department the same for next year.

5. ADDITIONAL ITEM DISCUSSED: Additional Invoices – The Town Manager stated that two additional invoices were received Friday after the agenda was posted. These invoices have been placed on the Finance Committee as additional invoices received for approval. They are for the two remaining police vehicles that were budgeted for this fiscal year. Chief Bowman stated that these vehicles were purchased by state contract and within budget.

The meeting adjourned at 4:46 p.m.

December 28, 2012

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, DECEMBER 17TH, 2012

The Water & Sewer Committee held a meeting on Monday, December 17th, 2012 at 4:46 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Andrew C. Gregory, Chairman; Mr. Michael G. Smith, and Mrs. Denise Tynes. 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 J. Greer, Town Clerk; Ms. Ellen Minga, Town Treasurer; Mr. Josiah Jendrey, FOG Inspector; and Ms. Comarth Saunders, Financial Analyst. Also in attendance was Mr. Richard "Dick" Grice. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chairman, Andrew C. Gregory called the meeting to order.

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

1. Draft Engineering Service Contracts Draper Aden Associates and Kimley-Horn and Associates – Vice Mayor Gregory stated that Draper Aden Associates' contract was included in the original packet and Kimley-Horn and Associates was listed as forthcoming. A Draft of Kimley-Horn and Associates was posted as supplemental information today. The Town Manager stated that the town has had a contract with Draper Aden Associates so staff is very comfortable with their contract terms. The town has a very good relationship with Draper Aden Associates. He explained that Kimley-Horn is a larger firm and has a more detailed contract that was attached in draft format with the supplemental posting today. Mr. Hopkins met with Mr. Jamie Weist of Kimley-Horn to go over the contract details. Mr. Weist stated that the town could make any necessary changes to the draft contract and submit it back them for review. Once staff has made the necessary changes to the draft contract it will be sent to the Town Manager and the Town Attorney for review and comment before going back to Kimley-Horn. Staff is recommending that Draper Aden's contract be sent to Town Council for consideration on January 2nd and Kimley-Horn's will be on the agenda as well if the details of the contract can be worked out in time. Dr. Milton Cook asked if legal counsel had reviewed Draper

Aden's contract. Mr. Hopkins replied that the Town Attorney had reviewed Draper Aden's contract. Committee agreed to forward to Town Council for consideration.

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

1. Backflow Prevention Program Update - The Town Manager stated that staff is in the process of preparing a survey to be sent out to all residents and businesses in Smithfield regarding backflow prevention devices. There is also a public information session scheduled for January 16th. Town staff, Josiah Jendrey was present to give an update on the program. He stated that staff has updated the town's website with the entire Backflow Prevention Plan and ordinance. There are two pages of general questions that are frequently asked by residents. The public meeting on January 16th is an informational session to give the residents an idea of why we do the program and why they need to get their devices tested and why it is a requirement. The survey will accomplish several things. It will help staff identify areas that are not currently protected with backflow devices but should be. It will help to identify devices that might be out there that town staff is not aware of. It also lets the public know that we are actively keeping an eye on this. They have had some concerned residents that have said that the town has no idea what is out there so why do I need to have my device tested. The survey will also let staff know where we stand as far as compliance. At this time we have approximately 315 devices that are part of the program and are required to be tested. The town has approximately 83 that are out of compliance. A lot of these did not get tested before they shut their sprinkler systems off so on a case by case basis the town will allow them to be tested this spring when they hook back up to the town's water system. Vice Mayor Gregory asked if staff has come up with a number of what we think is out there that have not been identified. Mr. Jendrey stated that is hard to do because there are so many houses and businesses that have been here for so long and without sending someone out to do inspections there is no way to be 100% certain what is out there. He continued to explain that part of the program helps the town identify areas that are most hazardous such as mortuaries or businesses that deal with hazardous chemicals. These are the businesses that he is most concerned in seeing what kind of protection they have. As of right now what we know is out there is three hundred fifteen. Mr. Pack stated that one of the biggest complaints he hears from residents is that it is expensive to have these devices inspected annually. Does staff have a list to provide homeowners with of individuals that may be contracted through the town to do backflow device inspections for a smaller fee? Mr. Jendrey stated that he does have a list of individuals but none have a contractual agreement with the town to provide this service at a discounted rate. Mr. Jendrey stated that the average cost of an inspection of a backflow device is anywhere from one hundred dollars to three hundred dollars. Mr. Jendrey stated that the devices are not difficult to inspect and do not take a huge amount of time. He stated that the town needs to be careful on who we are allowing to do inspections and make sure they are licensed to do the inspections. Mr. Smith asked if residents have been educated on why

the backflow devices are required? Mr. Jendrey stated that articles have been placed in the town's newsletter explaining why a backflow prevention program is important. The survey that is being prepared will have information explaining without getting too technical that says the reason for the backflow prevention program is to keep chemicals out of the drinking water. Vice Mayor Gregory asked how much it would cost to have Mr. Jendrey certified to do backflow prevention inspections. Mr. Jendrey stated that he is certified to test backflow prevention devices. Vice Mayor Gregory asked how long it takes to do an inspection on a sprinkler system. Mr. Jendrey stated that a sprinkler device is one of the simplest devices and takes approximately ten to fifteen minutes as long as there are no problems found. Dr. Cook asked if we could perform inspections through the town and charge a very minimal fee to no fee. Vice Mayor Gregory stated that the number one complaint that he gets is that it has to be done annually and not only are you paying more in water usage for having a sprinkler system but you also have this inspection fee that is required annually. Vice Mayor Gregory suggested having a couple of staff members certified to perform inspections on at least sprinkler systems because they are the most common. Then the town could require that you have an outside contractor come in and look at the other types of backflow devices because of their knowledge and expertise in that field of service. The charge for this service by town staff would be up to Town Council to decide. Mr. Jendrey stated that if he remembers correctly there are three other staff members that are certified as well. Mr. Hopkins stated that he would look into it and talk to the Town Attorney in regards to the liability to the town. Dr. Cook asked for clarification that this is a state mandated program. Mr. Jendrey stated that it is actually a federally mandated program that is part of the Clean Water Act that has been around since the sixties. Dr. Cook asked if this program has teeth in it if you do not comply. Mr. Jendrey stated that essentially it has no teeth until you have something happen. If anything should happen it could get very expensive depending on the severity of the action. Committee asked for staff to bring back next month who among staff is eligible to perform inspections on backflow devices and if there are any liability issues to town if performed on private property.

The meeting adjourned at 5:02 p.m.

December 28, 2012

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, DECEMBER 17TH, 2012

The Finance Committee held a meeting on Monday, December 17th, 2012 at 5:02 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Mr. Andrew C. Gregory, Vice Mayor; and Dr. Milton Cook. Other Council members present were: Mr. Michael G. Smith, Mrs. Denise N. 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 J. Greer, Town Clerk; Ms. Ellen D. Minga, Town Treasurer; Mr. William H. Riddick, III, Town Attorney; and Mr. Wayne Griffin, Town Engineer. Also in attendance was Mr. Richard "Dick" Grice. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

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. Draper Aden Associates \$ 48,846.00

This Invoice is for various consent order related items. Mr. Hopkins stated that he is planning on meeting with Draper Aden Associates in January to go over how the overall consent order project is going. Committee recommends approval of invoice.

b. YMCA \$ 50,000.00

This invoice is for the town's budgeted pledge to the YMCA. Committee recommends approval of invoice.

c. IOW – General Obligation Bond \$ 16,995.35

Ms. Minga stated that this invoice is for interest only on our general obligation bond with Isle of Wight County. The next payment will be interest and principal. The town only pays principal once a year. A lot of the town's loans for water and sewer are the same way where the town only pays principal once a year. Committee recommends approval of invoice.

d. IOW – Tourism \$104,988.00

This invoice is for two quarters of this year's fiscal budget. Normally this is paid in quarters so that it does not hit us all at once at the end of the fiscal year. Mr. Smith asked what Isle of Wight's percentage was for tourism. Ms. Minga stated that they pay fifty percent. Mayor Williams asked if there had been a Joint Tourism meeting held recently. The Town Manager stated that Ms. Winslow will probably get one set up after the first of the year. Mayor Williams asked who from Town Council serves on that board? The Town Manager stated that the representatives from the town were Mayor Williams and Vice Mayor Gregory. Committee recommends payment of invoice.

e. IOW – E911 Communication Dispatch \$ 49,287.50

Ms. Minga stated that this invoice has another small component to it. She explained that the town actually gets communication tax in from the state every month. A portion of that is allocated back to Isle of Wight County on a monthly basis. It is not a whole lot but it is built into this budget. This contribution is really hard to predict until the true-up at the end of the fiscal year. Mayor Williams asked where the Town of Windsor comes into this. Ms. Minga stated that they pay approximately 25%. There has been some discussion on these percentages changing however the town is currently still operating under the old MOU where Isle of Wight and the Town of Windsor are operating on the amended MOU for Emergency Communications. At the time the new MOU was presented the Town of Smithfield was not interested in funding an IT position through the MOU because we already have an IT position so we continue to operate on the old MOU. Committee recommends approval of contribution.

f. Sheehy Auto \$52,807.50

This invoice is for two budgeted police vehicles. Committee recommends approval of Invoices.

2. Authorize Issuance of RFP for Banking and Audit Services – Ms. Minga stated that she has a copy of the request for proposals (RFP) for banking and audit services available in her office and would have the Town Clerk send it out for anyone that would like to see it before they are advertised. She stated that the biggest change for the audit service is the single audits that the town has that are based on federal monies. This is becoming a bigger and bigger portion of the town's audit because of the South Church Street and now the start of Phase II of the Pinewood Heights Project. This is an ongoing item and always adds cost to the audit. Ms. Minga stated that she would like for Town Council to authorize the RFP at the January 2nd Town Council meeting. Once the RFP's are received she would like participation from a couple of the Finance Committee members to help with the interview process. The banking services will be advertised in the local paper and to the banks that are in the town and county. As far as the audit services that is a little bit more difficult. Last time the town did an RFP we only received two responses. Ms. Minga stated that she would send the RFP out to the current firm and get some feedback from other localities through the Treasurer's Association to see what other firms we might not be aware of or utilizing. Staffs hope is to have a recommendation for Banking and Audit services by March. Ms. Minga stated that she would also send out to committee a preliminary investment policy for committee to look at as well. VML VACo is trying to come up with an investment pool that the Treasurer's

Association can use that would give us a little bit better return than what we are getting from some of our local banks and investment options.

3. CIP Review and Update Schedule – Mr. Pack stated that included in the packet was a timeline on the process of adopting a new Capital Improvement Plan (CIP). The CIP will take us through fiscal year 2013/2014 to fiscal year 2017/2018. The process will begin in January with a preliminary update of the CIP here at committee level. In February we will take the CIP to Planning Commission and take final updates to committee level. In March the town will hold a public hearing with a recommendation by the Planning Commission. There will be a pre public hearing discussion and finalization at committee level. In April the CIP's official public hearing and adoption by Town Council. This item will be placed on the Town Council's consent agenda for authorization of the CIP schedule.

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

1. November Financial Statements and Graphs – Ms Minga stated that these statements are still in draft format. This has been a very short and busy month. For the most part everything is in there with the exception of some revenues that have not been posted on the general fund side. The worst case scenario is actually the bottom line of revenue will be a little bit higher than is shown here. The rest of the bank statements have been verified against the general ledger. Ms. Minga stated that she feels pretty comfortable with the draft financial statements. Ms. Minga stated that the town has a little bit of an audit issue. She explained the audit process through GASB regulations to show it more like a private business. Once the adjustments have been put in they send it to the town for review. Ms. Minga at that time writes the management and analysis portion which is like a six page insert to the audit telling the highlights of the towns year. Ms. Minga stated that she had some questions on some of the entries so she has contacted the auditor that was in charge and found out that that individual is no longer with the company so the assistant auditor was going to take a look at the entries in question. Normally our audit report is transmitted to the auditor of public accounts by November 30th. It did not go out on that date this year. The auditor of public accounts was notified that the town was in balance however the entries were not correct. The auditor of public accounts suggested holding off and sending the auditor report once these corrected entries had been made. Ms. Minga stated that she got a transmittal today that the audit has gone out. Ms. Minga stated that changes to the graphs were not made this month as there was not enough time to complete. Dr. Cook asked what the inconsistencies were with the audit. Ms. Minga stated that it was not that they were inconsistencies. Ms. Minga explained that when you make adjustments from the GASB government wide statements you reverse off the capital outlay for the year and make adjustments for depreciations. Ms. Minga stated that once we get through this audit she will be coming back to Council with a revised capitalization policy because the auditors have recommended that some of the assets lives that we use are too long. Originally the town adopted this policy based on Isle of Wight County's. Mr. Pack expressed concern in regards to the Smithfield Center's annual maintenance contract with Hobart for kitchen appliances and asked for staff to

look at that during next year's budget cycle. He feels that contract maybe unnecessary. If these are the only items that are covered any of these item could be replaced at a very similar cost. Ms. Minga stated that water and sewer consumption did take a slight dip this month. It was not drastic and remains very close to what was expected. Dr. Cook asked if the HRSD expenses are still higher than expected. The Town Manager stated that there has been no big change. Vice Mayor Gregory stated that it was very discouraging that the trend for HRSD fees continues to run higher than last year at this time. Cost is estimated to be \$250,000 a year. The Town Manager stated that at this time that is what the town had budgeted.

2. November Cash Balances – Ms. Minga reported that the General Fund states that the date reconciled is still in process however it is \$957,258.22. That is with some revenues being posted and some expenses offsetting that. Ms. Minga stated that activity has really picked up on some of our consent order items. The Sewer Compliance Account is reflecting that. The account balance is down to \$178,000. The town does collect these fees on a monthly basis; however this is the lowest it has been in quite some time. Ms. Minga reported on the good side we have already met budget for the entire year for availability fees and connection fees. The town had anticipated 15 connections and we have already met that. This money does go in Capital Escrow which can be used to supplement capital expenses. The Capital Escrow Account is still looking pretty healthy. Water = \$232,041.13; Water Debt Service = \$1,405,302.99; Water Capital Escrow Availability Fees = \$250,412.24; Water Development Escrow = \$74,160.34; **Subtotal Water = \$1,961,916.70.** Sewer = \$(49,961.55); Sewer Development Escrow = \$325,867.04; Sewer Capital Escrow Availability Fees = \$764,268.25; Sewer Compliance = \$213,871.72; **Subtotal Sewer = \$1,254,045.46.** Highway = **(\$45,557.26)** General Fund = \$1,591,982.43; Payroll = \$49,642.46; Money Market General Fund Town Bank = \$2,170.48; Business Super NOW-General Fund = \$32,936.22; Money Market General Fund Farmers Bank = \$287,149.67; General Fund Capital Escrow = \$50,826.42; Certificate of Deposit = \$525,489.72; Certificate of Deposit Police Dept = \$36,451.32; Special Project Account (Pinewood) = \$142,365.98; Pinewood Heights Escrow = \$37,299.47; South Church Street Account = \$42,534.86; **Subtotal General Fund = \$2,798,849.032.** Beautification = \$7,813.78; Money Market Beautification = \$61,038.20; **Subtotal Beautification = \$68,851.98; TOTAL ALL FUNDS = \$6,038,105.91.**

3. Invoices Over \$10,000 Requiring Council's Consideration:

a. IOW – Library Contribution \$ 18,000.00

This invoice is for the town's contribution to the Library through Isle of Wight County. Mr. Smith stated that he thought we had discussed not paying this contribution. Ms. Minga stated that is why she put it on the agenda for discussion. Last year it was held but since it had been accrued on the books committee decided to go ahead and pay at the end of the fiscal year. Ms. Minga would like direction on what committee would like for her to do this year. Dr. Cook asked if Isle of Wight County asks for these invoices to be paid. Ms. Minga stated that the county does not usually ask for payment for Tourism and E911 until the end of the year when they do their true-up. She continued to explain that she felt that it was in the town's best interest to go ahead and pay based on the budget so the town does not owe this huge amount in June. Dr. Cook asked if the Library

contribution is asked for? Ms. Minga stated that has not been asked for and was not asked for last year. This item is just something that the town has been contributing to for years now. Originally it was paid directly to the Library but a few years ago it changed and the contribution now is directed through Isle of Wight County. A lengthy discussion was held on paying the library directly and no longer sending a contribution to Isle of Wight County. The Town Manager stated that the "Friends of the Library" group would like to install a new sign and some landscaping out in front of the Smithfield Library and had asked if the town would be willing to make a contribution to pay for this. Most of committee was in agreement that this would guarantee that the town's budgeted contribution will benefit the Smithfield Library. Mayor Williams stated that the town has been kicking this around for a long time. He explained that Isle of Wight County pays each library according to the volume of people using it. The Smithfield Library is one of the most used libraries in the area. Mayor Williams suggested that we continue to make this contribution to Isle of Wight County to help support the Smithfield Library through Isle of Wight County. The town can look at helping the "Friends of the Library" with signage and landscaping with an additional contribution to the library. Mr. Smith stated that he agrees with Dr. Cook that if the county is not billing us for this we could use this budgeted money to help them directly with items such as the new sign and landscaping. Dr. Cook stated that the Board Chairman did not even know that we were making this contribution until we told them about. Dr. Cook stated that we are not dropping funding for the library off the books we are just redirecting it so that we are giving it to them directly. Mr. Pack stated that he does think that the library can accept contribution from the town. The Town Manager stated that they could through "Friends of the Library". Mr. Pack stated that the matter becomes does the town want to give it directly to the library or continue to support the library through the county. Dr. Cook stated that the "Friends of the Library" do not just do outside improvements. They also pay for improvements inside such as new desk, cabinets, computers, etc. Ms. Kelly Barlow commented that she had done a story not long ago in regards to the library. She stated that she had spoken to some of the branch managers of the libraries and they actually prefer to get a lump sum from the county because then they take that money and divide it according to how the libraries are used. The Smithfield Library is one of the most used branches so they get the majority of the money from the county. Her concern is if the town gives our \$18,000 directly to the Library then the county will give them less. Ms. Minga stated that she thinks that the county has a contract with the Library and they receive a bill based on circulation for each individual branch. Vice Mayor Gregory stated that he thinks that the town has done a really good job at reigning in a lot of the expenses that we have been paying the county for a long time. This constant theme of pulling back is eventually going to hurt us because there is going to come a time where we are going to need help from the county on something big and every time we do this on \$10,000 dollars and \$10,000 there we will have no corporation from the county to assist the town. Dr. Cook stated that he feels we work well with the county on some items but the town has no contract with the county to do this. Mayor Williams asked for this item to be tabled until next month. The Town Manager will contract Mr. Phillips in regards to a cost estimate of a new sign and landscaping in front of the Smithfield Library. Staff will contact the county to find out what kind of agreement they have in place with the libraries.

4. ADDITIONAL ITEM DISCUSSED: Mason Street - The Town Manager stated that he had sent out a e-mail stating that North Mason Street was going to be closed but it was not closed today. Mr. Hopkins stated that it did not close due to anticipated weather conditions. This road closure may be delayed for another week or two due to the conditions of the soil.

The meeting adjourned at 5:45 p.m.

December 28, 2012

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, DECEMBER 18TH, 2012

The Fire and Rescue Committee held a meeting on Tuesday, December 18th, 2012 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mrs. Denise Tynes, Chair; and Mr. Randy Pack. 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 J. Greer, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Town Engineer; and Mr. Jeffrey Smith and Assistant Chief Hackney of the Smithfield Volunteer Fire Department. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

Committee Chair, Mrs. Denise N. Tynes called the meeting to order.

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

1. Operational Updates – Assistant Chief Hackney reported that operationally they are doing well. Financially they are holding their own. They intend on doing better in the future as they are very conscious of their spending. Assistant Chief stated that they have had a fairly slow start to the winter. Our call volume is probably below average for this time of year. Assistant Chief Hackney stated that the Fire Department is seeking the town's help or assistance in getting a project up and running. The water system throughout the town is good. It could be a lot better but that cost a lot of money and we do not have that. In order to make it a little bit better on the Fire department side and to help us better judge when we are fighting a fire in town how much water that we have. We want to start marking the fire hydrants. The cap and bonnets of the fire hydrants would be colored coded according to how many gallons per minute (gpm) they can get out of any particular hydrant. Mr. Smith of Public Works was present to give committee the details of the town's water system and what the fire department would like to do. Mr. Smith stated that basically what they would like to use is three colors to identify how much water can be gotten from a particular hydrant in town. Mr. Smith stated that he and Chief Stallings will be testing all the fire hydrants to determine how many gallons per minute we can get out of each fire hydrant. Mr. Saunders from the Planning Department is helping the Fire Department with creating a map of the

entire water system. This map will tell what size lines the fire hydrant is attached to and where we need to work with the public works side to connect some of these lines to get more water flow from the water system. Mr. Smith gave an example of two fire hydrants located side by side and one hydrant is connected to a four inch main with a four inch supply going to the fire hydrant. The second fire hydrant has a twelve inch main. This makes a big difference in volume when fighting a fire. When the department has a truck pumping 1200 gallons per minute it does not take long to pump a line dry. The Fire Department wants to work with the town's public works department to figure out what needs to be done to connect lines together to get more flow out of the hydrants. Having all the hydrants color coded when approaching a structure fire we know if we see a green capped fire hydrant then that hydrant has more volume of water. Mr. Smith stated that he was there to update committee of the fire department and public works working together to try and come up with a better plan for the citizens so that we have more fire protection than what we have now. Assistant Chief Hackney stated that this would also help the Fire Department with their next ISSO rating for the town. Improvements help with getting a better ISSO rating which essentially gets passed on through insurance savings. Mr. Pack asked what they need from Town Council? Mr. Smith stated that at this time we just want to update you on what we are doing. Down the road the public works department may need to come to committee to request funds to have contractors connect bigger lines together. Some of the smaller lines would then be able to be abandoned. The hope is to develop a plan to replace five to ten hydrants a year which run approximately \$1,500 each. Also as much of the work that can be done in house will be to cut cost. Assistant Chief Hackney stated that they are also in the process of going around to all the dry hydrants that are within the county. He explained what a dry hydrant is and how they are used. He explained that dry hydrants are useful in relay operations especially out in the county where we do not have any hydrants available. Dry hydrants are an unlimited water source for fighting fires. Mr. Pack asked the Town Manager if this was something that we could look at adding to the Capital Improvement Plan. The Town Manager replied that was what he was going to suggest. Mr. Smith asked if people parking in front of the dry hydrant near Smithfield Foods Corporate building was a problem. Assistant Chief Hackney stated that it could be a problem but that is their private property for parking. It would be tough but it can be worked around. Assistant Chief Hackney asked what the status was on the buildings under construction on Wharf Hill. Mr. Pack stated that the owner of these buildings is in the process of renovating them along with three other properties. The property owner had too many projects going on at once so he has decided to take one at a time to complete. The property on South Church Street or these on Wharf Hill are scheduled next. Once the buildings are renovated on Wharf Hill the hope is to have them rented for retail space. Assistant Chief Hackney mentioned a house that is in serious disarray on the corner of Great Springs Road and Quail Street. This was one of the houses that flooded back in October 2006. Since that time the owner has passed away. The Town Attorney stated that we need to declare it to be a dangerous structure. Mr. Hopkins stated that a demolition permit was issued today by Isle of Wight County. Assistant Chief Hackney stated that this is a very dangerous house and if it was ever on fire they would not enter this structure. The fire would be fought from the exterior only.

The meeting adjourned at 4:21 p.m.

December 28, 2012

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, DECEMBER 18TH, 2012

The Public Works Committee held a meeting on Tuesday, December 18th, 2012 at 4:21 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair, Dr. Milton Cook, and Mrs. Denise Tynes. Other Council members present were: Mr. Randy Pack; Ms. 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 J. Greer, Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Town Engineer; and Mr. Jon Flores, Information Technology; and Mr. Michael Lassiter, Intern from Pruden Center. The media was represented by Ms. Kelly Barlow of The Smithfield Times.

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

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

1. Proposed Bicycle Rack Donation – Mr. Smith reported that discussion has been held on where to put the donation of the bicycle rack. There are three proposed sites included in the packet. One of the proposed sights is in front of the new restroom facilities on Main Street next to the Ice Cream Parlor. Committee agreed that this would not be the best location for the bicycle rack. The other two proposed locations are behind the Taste of Smithfield in the parking lot owned by the town. Mr. Smith stated that he thinks that this location is an appropriate location for riders to dismount, lock their bikes up and walk through the town. Dr. Cook mentioned that at one time the town was talking about putting a bike rack in the parking space on North Church Street where there was a sight problem for vehicles to park there. The Town Manager stated that town staff will still be looking at this with VDOT. The Tidewater Bike Association folks that are donating the bike rack were looking for it to be placed specifically in the 200 block of Main Street. Typically the bicycle riders are hanging out at the Ice Cream Parlor, Smithfield Bakery and the Taste of Smithfield. Mr. Smith stated that he likes behind the Taste of Smithfield because it gets them out of the traffic flow on Main Street. Mayor

Williams asked about how many bikes could be parked at one time at each of the locations behind the Taste of Smithfield. The Town Manager stated that has not been determined yet. Staff will ask if the Tidewater Bicycle Association is interested in putting a bike rack at both of the proposed locations behind the Taste of Smithfield. The Town Manager stated that if committee is okay with it staff will meet with Tidewater Bicycle Association in January to work out the details of the bike rack donation. Committee agreed with accepting the donation of the bike rack.

2. Acceptance of Draper Aden Associates Proposal for the Scope of Work and Fees in Regards to the Waterworks Dam Grant Agreement – The Town Manager stated that last month he should have listed a part A and a part B; however it was an oversight when preparing the agenda. He explained that last month Town Council accepted the grant. Step B would be to accept the proposal for Draper Aden to do the work now that we accepted the grant. The Town Manager explained that this is a matching grant of \$8,500 from the town and \$8,500 from the state for a total grant amount of \$17,000. The Town Manager stated that it is exactly what council had approved last month with the grant agreement. Mr. Hopkins stated that he can bring back to committee more details on what the study entails but this is work that has to be done to determine what needs to be done to the dam to get final permit. Mr. Smith asked if the exclusions are going to be picked up in the next phase of grant funding. The Town Manager stated that was correct. The grant amount got cut in half so Draper Aden had to modify their scope of work to meet the grant amount. Last month council accepted the grant and this is just authorizing the work to be done. This study will tell us what if any work will need to be done to get our final permit. Mayor Williams asked the Town Attorney how could the town sell this liability. The Town Attorney stated that there is no one out there that has deep enough pockets to assume liability of this dam. Mayor Williams asked if the town could give it to the state. The Town Attorney stated that they will not take it. The town is stuck with it. Dr. Cook asked for clarification of why the town needs to do this. Mr. Griffin explained that the Department of Conservation and Recreation (DCR) who oversees the dam regulations has issued the town a conditional permit. Part of the condition was for the town to complete this study to determine whether or not the structural capability of the dam could remain as it is or are there any additional improvements that would be required to bring it up to current standards. Dr. Cook asked if everyone that has a dam has to go through this process. Mr. Griffin stated that was correct public or private must go through this process as it is mandated by the state. The town's cost is extremely expensive because a road goes over the dam. The Town Manager stated that from a safety standpoint the town will be putting up some additional signage. There have been suits where people have gotten sucked into outfalls like that. The Town Attorney stated that this was a nice thing to have years ago but it is a huge liability today. Mr. Smith stated that the scope of work and fees are within what was budgeted and it will tell us what will need to be done to get a final permit. The Town Manager stated that staff has told the Department of Conservation and Recreation that without these grants we cannot

afford to do the improvements. Committee recommended approval of the proposal from Draper Aden Associates.

3. ADDITIONAL ITEM DISCUSSED: Payment to Blair Brothers – The Town Manager stated that the work on the John Rolfe Turn Lane has been completed. Committees are meeting early this month due to the holidays so we did not received in time to include in the packet on Friday. Mr. Griffin stated that he would like to have the town pay seventy-five percent of the total invoice at this time. The reason that he is requesting to hold the other twenty-five percent is because the town is in the process of an audit with VDOT for the project. He would like the audit to be completed prior to paying the remaining twenty-five percent. Blair Brothers is satisfied with the seventy-five percent which equals \$52,117.19. with a remaining balance of \$17,372.39. Mr. Griffin stated that he had spoken to the Town Treasurer and she indicated that this was not a problem. The Town Manager mentioned that this is a revenue sharing grant so ultimately the town will be reimbursed for half the cost of the project from VDOT. Committee agreed to payment of the seventy-five percent. Some discussion was held on the continued sight distance issue at this intersection. The Town Manager stated that the biggest improvement was to help with the stacking of vehicles at that intersection by having two turn lanes. Mayor Williams asked if town staff has addressed getting the bushes cut back at “The Grille” to help with the sight distance issue. Mr. Griffin stated that he did stop by “The Grille” this afternoon. He spoke with the restaurant manager and she said that she would be happy to speak with the owner to get the pampas grass cut back.

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

1. ADDITIONAL ITEM DISCUSSED: Stormwater Management Regulations - The Town Manager stated that he received a letter yesterday from Mr. Wrightson of General Services Director for Isle of Wight County. He wanted to make sure that we were aware that they have a consultant making a presentation to the Board of Supervisors Thursday afternoon regarding stormwater management regulations and how it is going to impact Isle of Wight County. The town has been mentioning this for a while now. Both towns are currently covered under the counties permit. With the regulations Isle of Wight County will have to have additional staffing requirements. Part of the presentation is going to be putting the Board of Supervisors on notice on how much this might be projected to cost. The County will have a couple of options to look at to cover cost through taxes or stormwater utility fees. The adoption of a local program at the county level is required by June 2013 unless the county is granted a one year extension. The extension request deadline is April 1st. Town staff will be attending this presentation and will keep council posted. The Town Attorney asked if the town could adopt its own stormwater management program? The Town Manager stated that towns are not required to adopt their own stormwater management plan and ordinance unless they have a

regulated MS4 permit. Neither the Town of Smithfield or the Town of Windsor has. He continued to explain that the town could potentially adopt our own program and ordinance and fees. Staff feels that if we remain part of Isle of Wight County's in terms of regulations that we are better off than exposing ourselves to having to get an individual permit where they would be looking at just Smithfield alone and the town has a whole lot of impervious surface and marsh front property. If the town remains a part of the county where there is a lot of farm land and things can be done county wide to meet state regulations then the town is better off going that direction. The Town Manager stated that this is for informational purposes only at this time.

2. ADDITIONAL ITEM DISCUSSED: Handicap Accessibility - Mrs. Tynes asked if there was accessible handicap parking on Main Street near the Post Office? Dr. Cook stated that there was handicap parking on town property behind the Taste of Smithfield. Mr. Pack stated that there is also handicap parking in the town owned parking lot across the street from the Post Office. Mrs. Tynes mentioned that the same person wanted to know if the town could write a letter to the Post Office to request accessibility to get into the post office. Staff stated that there is a buzzer and a ramp located at the rear of the post office. Also there is a post office located inside of True Value that would be handicap accessible.

3. ADDITIONAL ITEM DISCUSSED: Signage Between Royal Farms and Family Dollar - Mrs. Tynes stated that with the new construction of the Family Dollar store next to Royal Farms there is now an intersection there that could lead to an accident even though it is on private property. Mrs. Tynes would like for the Town Manager to send them a letter to express the town's concerns. Mr. Hopkins said he would check the approved site plans for as built compliance.

The meeting adjourned at 4:55 p.m.

December 28th, 2012

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, DECEMBER 18TH, 2012

The Public Buildings and Welfare Committee held a meeting on Tuesday, December 18th, 2012 at 4:56 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; 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 J. Greer, Town Clerk; Mr. William H. Riddick, III, Town Attorney; and Mr. Wayne Griffin, Town Engineer. The media was represented by Ms. Kelly Barlow, The Smithfield Times.

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

A. 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 the town has closed on one property located at 41 Carver Avenue. She has been very patient and excited about moving. The other two properties highlighted in blue were Section 8 housing. The renters have moved out but we have not closed on the properties as of today. Once the town closes on 42 Carver Avenue we can start the demolition process for that duplex. The Town Manager stated that included in the packet are photography of where the residents lived and where they relocated to. Mr. Smith asked if staff would continue to provide photos of future relocations. The Town Manager stated that they would to give a nice visual of the process. Dr. Cook asked what the town was waiting of to close 42 and 43 Carver? The Town Attorney stated that they close when Mr. Reagan says the town can close. He continued to explain that we have to close when money is available. This is determined by Mr. Reagan and the Town Treasurer. This item was for informational purposes only.

2. Closed Session – Disposition of Real Property – The Town Attorney stated that we need a closed session for the purpose of consultation with legal counsel concerning

specific legal matters for the boundary line adjustment agreement pursuant to 2.2 – 3711-A7 of the Code of Virginia. A motion was made by Dr. Cook and seconded by Mr. Pack.

Closed Session began @ 5:03

Closed Session ended @ 5:40

The Town Attorney stated that we need a motion that during closed session the only items discussed were the acquisition/disposition of real property for public purposes and discussion of legal matters. A motion was made by Dr. Cook and seconded by Mr. Pack.

Meeting Adjourned at 5:40 p.m.

ZONING PERMITS OCTOBER 2012

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
6145	SHED	WATERFORD OAKS	409 HUNTINGTON WAY	STEVEN HENK
6146	SINGLE FAMILY DWELLING	CYPRESS CREEK	106 GLEN EAGLES	CYPRESS CREEK DEVELOPMENT COMPANY LLC STEPHEN QUICK STEPHEN ALEXANDER HOMES
6147	SINGLE FAMILY DWELLING	WELLINGTON ESTATES	256 WELLINGTON CIRCLE	AFFORDABLE HOMES ALFRED NORMAN
6148	SIGN PERMIT		217 MAIN STREET	SMITHFIELD FOODS LAWRENCE PITT
6149	FENCE	MOONEFIELD	1 FAYE DRIVE	BRETT MEADE
6150	SHED	MOONEFIELD ESTATES	307 WATSON DRIVE	CHARLES SAUNDERS
6151	SIGN PERMIT – H & R BLOCK		1256 SMITHFIELD PLAZA	FAST SIGNS JOHN HARRINGTON
6152	SIGN PERMIT – ISLE OF WIGHT COUNTY HEALTH DEPARTMENT		919 SOUTH CHURCH STREET	MAJOR SIGNS
6153	SINGLE FAMILY DWELLING	CYPRESS CREEK	102 GLEN EAGLES	CYPRESS CREEK DEVELOPMENT LLC STEPHEN ALEXANDER STEPHEN QUICK
6154	SINGLE FAMILY DWELLING	CYPRESS CREEK	417 MUIRFIELD	THOMAS DUERIG CHESAPEAKE HOMES
6155	ADDITION AND PATIO	PAGAN POINT	308 RIDGELAND DRIVE	PHELPS ROBERT STRICKLAND ENERSPACE
6156	CONDO UNIT	LAKEVIEW COVE	400 LAKEVIEW COVE UNIT 401	LAKESIDE PROPERTIES LLC WOLF CONTRACTORS INC
6157	CONDO UNIT	LAKEVIEW COVE	400 LAKEVIEW COVE UNIT 402	LAKESIDE PROPERTIES LLC WOLF CONTRACTORS INC
6158	CONDO UNIT	LAKEVIEW COVE	400 LAKEVIEW COVE UNIT 403	LAKESIDE PROPERTIES LLC WOLF CONTRACTORS INC
6159	CONDO UNIT	LAKEVIEW COVE	400 LAKEVIEW COVE UNIT 404	LAKESIDE PROPERTIES LLC WOLF CONTRACTORS INC
6160	CONDO UNIT	LAKEVIEW COVE	400 LAKEVIEW COVE UNIT 405	LAKESIDE PROPERTIES LLC WOLF CONTRACTORS INC

Reporting Period: 12/1/2012 thru 12/27/2012

Total Deposits for December 2012 - \$10,997.50 / Vendor Program \$2,000.00

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Invoice	12/5/2012	1612			Luter Family YMCA	Festival of Trees	1462		1,760.00
Invoice	12/5/2012	1613			Soteria Christian Center International	Soteria Christian Center International Woman's Conference	1605		0.00
Invoice	12/5/2012	1614			Dobbins and Clements Reception	Dobbins and Clements Reception	1763		0.00
Invoice	12/5/2012	1615			Foshee-Carroll Wedding & Reception	Foshee-Carroll Wedding & Reception	1849		0.00
Invoice	12/5/2012	1616			Smithfield Packing	Quarterly Update	1922		400.00
Invoice	12/5/2012	1618			Paradigm Liaison Services	Pipeline Safety Training	2059		200.00
Invoice	12/5/2012	1619			Isle of Wight Schools	Joint School Board and Board of Supervisors Meeting	2096		145.00
Invoice	12/5/2012	1620			Smithfield Women's Club	Smithfield Women's Club	1963		156.00
								Total	2,661.00
Payment	12/4/2012	1568	Check	125275	Senior Services of South East Virginia	Senior Services Meeting	2072		225.00
Payment	12/4/2012	1601	Check	511366	Isle of Wight Social Services	Staff Development Day	2018		25.00
Payment	12/4/2012	1605	Check	2118179	Smithfield Corporate	Corporate Service Awards Dinner	2083		400.00
Payment	12/5/2012	1612	Visa	Visa	Luter Family YMCA	Festival of Trees	1462		1,760.00
Payment	12/12/2012	1620	Check	7914	Smithfield Women's Club	Smithfield Women's Club	1963		156.00
Payment	12/27/2012	1608	Check	8693	Smithfield Recreation Association	Smithfield Rec Pig Picking	1953		175.00
Payment	12/27/2012	1616	Check	2119721	Smithfield Packing	Quarterly Update	1922		400.00
Payment	12/27/2012	1618	Visa	Visa	Paradigm Liaison Services	Pipeline Safety Training	2059		200.00
Payment	12/27/2012	1619	Check	325054	Isle of Wight Schools	Joint School Board and Board of Supervisors Meeting	2096		145.00
								Total	3,486.00
Deposit	12/3/2012		Check	517	Bobovych and Miller Wedding and Reception	Bobovych and Miller Wedding and Reception	2138		600.00
Deposit	12/3/2012		Visa	Visa	Case and Piske Wedding and Reception	Case and Piske Wedding and Reception	2139		600.00
Deposit	12/3/2012		Visa	Visa	Cruz and Correa-Vicente Wedding and Reception	Cruz and Correa-Vicente Wedding and Reception	2140		700.00
Deposit	12/4/2012		Check	14211	Surry Public Schools	Surry High School Prom	1961		1,120.00
Deposit	12/7/2012		Visa	Visa	Smith-Rodgers Wedding & Reception	Smith-Rodgers Wedding & Reception	2142		700.00
Deposit	12/10/2012		Visa	Visa	Bennett and Bland Reception	Bennett and Bland Reception	2036		880.00
Deposit	12/10/2012		Check	4915	Russell-Campbell Wedding & Reception	Russell-Campbell Wedding & Reception	2143		700.00

Reporting Period: 12/1/2012 thru 12/27/2012

Total Deposits for December 2012 - \$10,997.50 / Vendor Program \$2,000.00

Trx. Type	Date	Invoice No.	Pay Type	Check No.	Group	Event	Res ID	Book ID	Amount
Deposit	12/10/2012		Check	421	OA Spady	Hokies Banquet	2145		200.00
Deposit	12/18/2012		Visa	Visa	VDOT	VDOT Service Awards	2135		400.00
Deposit	12/19/2012		Visa	Visa	Barnes and Alejandro Wedding and Reception	Barnes and Alejandro Wedding and Reception	2151		700.00
Deposit	12/19/2012		Visa	Visa	Kennedy and Perkins Wedding and Reception	Kennedy and Perkins Wedding and Reception	1819		700.00
Deposit	12/27/2012		Check	985059	Catherine Bowden	Bowden Anniversary Party	1597		125.00
Deposit	12/27/2012		Check	985062	Catherine Bowden	Bowden Anniversary Party	1597		130.00
Deposit	12/27/2012		Check	4078	Obibi Healthcare Foundation	Bravo Breakfast	2071		200.00
								Total	7,755.00
								Grand Total	-8,580.00

December 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
						Isle of Wight County Holiday Party MH 150
2	3	4	5	6	7	8
Cordero-Burnett Wedding & Reception MH plus Suites 135		Joint Meeting-WC Foundation and Town Council C&D 16 Kitchen Inventory Kitchen 2 Town Council A&B 20			Courtney Off Breakfast with Santa Prep MH plus Suites 20 Tree Lighting MH 150	Breakfast with Santa MH plus Suites 300 Navy Band Concert MH plus Suites 400
9	10	11	12	13	14	15
	Kiwanis Toy Store Setup MH 1	Kiwanis Toy Store MH 10	Staff Meeting A&B 12			
16	17	18	19	20	21	22
Children's Party MH 75	Courtney Off Helen Off Committee Meetings C&D 20 VDOT Service Awards MH 80	Helen Off Committee Meetings C&D 20	Helen Off Senior Christmas Party MH plus Suites 300	Helen Off	Police Department Meeting A&B 40 Town Christmas Party MH 60	Christmas Weekend
23	24	25	26	27	28	29
Christmas Weekend	Christmas Eve	Christmas	Staff Meeting A&B 12		Tom Tuttle (577-2479), for wedding Bennett and Bland Set-up MH plus Suites 200	Calvin Off Bennett and Bland Reception MH plus Suites 120

December 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31					
Herbert Off	Saturday Rate-New Year's Eve					

Smithfield Center Discounts December 2012

Booking Date	Event Name	Room Code	Discount Percent
12/1/2012	Isle of Wight County Holiday Party	MH	0.00%
12/2/2012	Cordero-Burnett Wedding & Reception	MH plus Suites	0.00%
12/4/2012	Town Council	A&B	100.00%
12/4/2012	Joint Meeting-WC Foundation and Town Council	C&D	100.00%
12/7/2012	Tree Lighting	MH	100.00%
12/7/2012	Breakfast with Santa Prep	MH plus Suites	100.00%
12/8/2012	Breakfast with Santa	MH plus Suites	100.00%
12/8/2012	Navy Band Concert	MH plus Suites	100.00%
12/10/2012	Kiwanis Toy Store Setup	MH	100.00%
12/11/2012	Planning Commission	A&B	100.00%
12/11/2012	Kiwanis Toy Store	MH	100.00%
12/12/2012	Staff Meeting	A&B	100.00%
12/12/2012	Kiwanis Toy Store	MH	100.00%
12/16/2012	Children's Party	MH	100.00%
12/17/2012	Committee Meetings	C&D	100.00%
12/17/2012	VDOT Service Awards	MH	0.00%
12/18/2012	Committee Meetings	C&D	100.00%
12/19/2012	Senior Christmas Party	MH plus Suites	100.00%
12/21/2012	Police Department Meeting	A&B	100.00%
12/21/2012	Town Christmas Party	MH	100.00%
12/26/2012	Staff Meeting	A&B	100.00%
12/28/2012	Bennett and Bland Set-up	MH plus Suites	20.00%
12/29/2012	Bennett and Bland Reception	MH plus Suites	20.00%
	100% discount		18
	50% discount		0
	20% discount		1

Smithfield/Isle of Wight Tourism Activity Report – December 2012

- Director attended the Isle of Wight Board of Supervisors Meeting 12/20/12.
- Director attended Smithfield Town Council Meeting 12/4/12.
- Held monthly Tourism Staff Meeting 12/3/12. All FT staff in attendance.
- Historic Garden Week Press Release written 12/4/12 and submitted to HGW committee for approval before releasing. Follow up meeting 12/19/12.
- Met Southern Living Magazine photographer to guide for holiday shots of Smithfield for 2013 December issue 12/4/12.
- Director attended St. Lukes Development Committee meeting 12/4/12.
- Director attended Chamber Business After Hours at Smithfield Foods 12/4/12.
- Smithfield 2020 Meeting 12/5/12. For more info and minutes of Smithfield 2020 meeting, please visit www.smithfield2020.org
- Met with V.R. Edwards to get quote for “Bacon Love” sign for VTC marketing grant 12/5/12.
- Organized, ran and managed Smithfield Christmas Parade 12/8/12. Best attendance ever!
- Attended Army Band concert 12/8/12.
- Attended Opening Reception at the Art Center@319, The Gentlemen of the College Concert 12/9/12.
- New Smithfield Historic District branding initiative meeting held 12/10/12 and 12/13/12 to confirm plans for upcoming 6 months and to make ready for presentation to the entire BBT (Branding Brain Trust!) held 12/20/12.
- Met with Bill Hopkins and Town Manager regarding Special Event policies for presentation to Council 12/11/12. Met again with larger group of special event staff stakeholders 12/12/12.
- Invited to greet the first AMTRAK train in to Norfolk as part of the Coastal Virginia Tourism Alliance and exhibit at the event 12/11/12. Historic occasion!

- Attended St. Lukes Board meeting 12/12/12.
- Attended 2013 Smithfield Wine & Brew Fest meeting 12/12/12.
- Attended SHDBA meeting 12/13/12.
- Hosted Coastal Virginia Visitor Center Managers for meeting and lunch 12/13/12.
- Spoke to Chamber Student Leadership Class at the Visitor Center 12/14/12.
Excellent group!
- Attended Capt. Chuck-a-Muck's shop grand opening 12/15/12.
- Holiday Food & Crafts Farmers Market held 12/1/12 and 12/15/12. Excellent attendance!
- Met with Bill Hopkins and Wayne Griffin regarding additional power options for the Smithfield Farmers Market for 2013 year 12/17/12.
- Laid out Wine & Beer Fest final site plan 12/17/12 and 12/18/12.
- Held Smithfield/IOW Restaurant Week planning session meeting 12/18/12.
Restaurant Week will be held February 1-8, 2013.
- Attended Coastal Virginia Tourism Alliance meeting 12/19/12.
- Attended Council Committee meetings 12/17/12.
- New Antique Show event meeting 12/28/12.
- VACVB Board Conference Call 12/28/12.
- Tourism Facebook postings throughout month.
- Attended Smithfield Staff Meeting 12/12/12.
- 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!

**AGREEMENT BETWEEN THE TOWN OF SMITHFIELD AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR
PROFESSIONAL ENGINEERING CONSULTING SERVICES TERM CONTRACT**

This AGREEMENT, made and entered into this, the 2nd day of January, 2013, by and between the **Town of Smithfield, Virginia** whose principal office is the Office of the Town Manager, 911 South Church Street, Smithfield, Virginia 23430, hereinafter referred to as the TOWN, party of the first part, and **Kimley-Horn and Associates, Inc.** with an office located at 501 Independence Parkway Suite 300 Chesapeake, Virginia 23320 hereinafter refer to as the ENGINEER, party of the second part.

WITNESSETH: That the ENGINEER does hereby agree with the TOWN for the consideration named herein, to perform the professional engineering services as requested by the TOWN on individual PROJECT(s) in accordance with the terms and conditions of this AGREEMENT.

1. ENGINEERS SERVICES

- A. Upon determination by the TOWN of a need for services from the ENGINEER, the TOWN will notify the ENGINEER of services required the desired time frame for the completion of those services, and known project constraints, if any. The ENGINEER shall, within five (5) consecutive calendar days of such notification, or a mutually agreeable extension thereof, deliver to the TOWN a written description of the services proposed, the associated schedule with the major milestones of the proposed scope of services, and a fee proposal supported by man-hours by discipline for Basic Services and estimated quantities for Optional Service. Fee proposal(s) shall be based upon “Draper Aden Associates Rate Schedule,” which by reference is made a part hereof. All scope of services, schedules, and fees will be subject to negotiation.
- B. Upon the TOWN’S authorization by Notice to proceed as provided for herein, the ENGINEER, on behalf of the TOWN, shall provide for and undertake professional engineering services associated with the design, estimated costs, and preparation of plans and specifications and/or other related services on individual PROJECT(s).
- C. All engineering services shall be certified by Professional Engineer(s) authorized and licensed to do business in the Commonwealth of Virginia. The ENGINEER agrees that such services shall be performed with the normal skill and care exercised by similar professionals rendering these types of services.
- D. Key personnel and project approach shall be in accordance with the ENGINEER’S proposal dated September 28, 2012.

- E. Bid documentation shall be prepared to facilitate compliance with competitive sealed bidding procedures of the Virginia Public Procurement Act and requirements of special funding grants, if applicable.
- F. The ENGINEER shall comply with all federal, state and local laws and ordinances applicable to the work in effect as of the date of this AGREEMENT or as superseded by the effective date of TOWN'S request for services for an individual PROJECT.

2. THE TOWN SHALL PROVIDE

- A. Available pertinent information and available data requested by the ENGINEER.
- B. Certain assumptions that may be necessary to the ENGINEER.
- C. Timely review of draft and preliminary materials submitted by the ENGINEER.
- D. Application fees, permits and appropriate signatures and authorizations.
- E. Access to properties to the extent reasonable and feasible as necessary for the ENGINEER to perform their services under this AGREEMENT.
- F. Liaison with Virginia Department of Health, Department of Environmental Quality, Hampton Roads Sanitation District, Virginia Department of Transportation, and other regulatory agencies, unless otherwise specified by the TOWN.

3. TERM OF AGREEMENT

The services shall commence upon conveyance of a fully executed AGREEMENT to the ENGINEER. The initial term of this AGREEMENT shall be from the date of the AGREEMENT, January 2013, through January 2016. Upon expiration of the initial term, this AGREEMENT may be renewed for an additional two-year period.

The AGREEMENT shall allow for multiple PROJECTS. PROJECT(s) under this contract will be of an expedited nature, which would preclude the TOWN'S procurement process on a project-by-project basis, or when the engineering services for a project is anticipated to be less than \$100,000.00. The TOWN makes no guarantee of any minimum amount of work to be assigned under this AGREEMENT; the TOWN reserves the right to terminate the AGREEMENT and subject the contract to additional competition should its requirements exceed \$500,000.00 compensation to the ENGINEER in any twelve-month contract period.

PROJECT(s) shall be authorized by the TOWN by written Notice to Proceed executed by the Town Manager. The Notice to Proceed shall be supported by written notice from the TOWN Project Manager, accepting services, schedules, and fees for the proposed PROJECT, and Certification of Funds via Purchase Order from the Purchasing Agent. Each PROJECT so authorized by the TOWN shall become an attachment to this AGREEMENT.

4. DOCUMENTS

A. Plans, specifications, geotechnical reports and other supporting documentation developed under the AGREEMENT shall be organized and bound by the ENGINEER in a suitable manner. ENGINEER shall furnish appropriate copies of the documents for all regulatory reviews and three (3) copies for the TOWN staff review; copies for the Bidding and Construction Phases will be provided to the TOWN, as detailed in the Scope of Services for the respective PROJECT.

B. All information and materials gathered and/or prepared by the ENGINEER under the terms of this AGREEMENT shall be delivered to, become, and remain the property of the TOWN upon completion or termination of the work.

Unless otherwise provided for in the PROJECT Scope of Services, Record (or latest version) Drawings shall be furnished on CD in AutoCAD, version 14, or upgrade as mutually agreed upon; Record (or latest version) Specifications shall be furnished on diskette in Microsoft Word, version 7.0, or upgrade as mutually agreed upon.

C. All documents prepared by the ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the PROJECT. They are not intended or represented to be suitable for reuse by the TOWN or others in extensions of the PROJECT or on any other project. Any reuse without written verification, adaptation or expressed approval by the ENGINEER for the specific purpose intended will be at the TOWN'S sole risk and without liability to the ENGINEER.

D. The ENGINEER agrees to retain a copy of all records, documents and support materials relevant to this AGREEMENT for a minimum period of two (2) years following final payment for the specific PROJECT to the ENGINEER by the TOWN. Documents and material developed by the ENGINEER under this AGREEMENT are the property of the TOWN.

5. CHANGES AND ADDITIONS

- A. It shall be the responsibility of the ENGINEER to notify the TOWN, in writing, of any necessary modifications or additions in the Scope of this AGREEMENT. Compensation for changes or additions in the Scope of this AGREEMENT will be negotiated and approved by the TOWN, in writing.
- B. It is understood and agreed to by both the TOWN and the ENGINEER that such modifications or additions to this AGREEMENT shall be made only by the full approval of the TOWN. Furthermore, it is understood and agreed by both parties that any work done by the ENGINEER on such modification or addition to this AGREEMENT prior to the TOWN'S approval shall be at the total risk of the ENGINEER and said work may not be compensated by the TOWN.

6. REPRESENTATIVES

- A. The TOWN Representative will be the Town Manager, or as otherwise designated in writing for the specific PROJECT.
- B. The ENGINEER'S Representative shall be the Project Manager, or as otherwise designated in writing and accepted by the TOWN in writing.

7. PROGRESS REPORT

The ENGINEER shall submit a written monthly report covering the general progress on the tasks described in the respective Scope of Services. This report shall include a description of any problems and/or modifications to the PROJECT schedule.

8. COMPENSATION TO THE ENGINEERS

- A. The TOWN will pay the ENGINEER for services rendered under this AGREEMENT, as negotiated per PROJECT.
 - (1) The compensation format shall provide for a lump sum fee for Basic Services plus actual cost of printing/reproduction of plans, specifications and other documents required for submittal and for bidding and construction. Neither additional direct personnel expenses nor other expense items shall be allowed for Basic Services. Fees for Basic Services shall be established in accordance with the rate structure which is attached to contract.

- (2) The compensation format shall provide a rate structure and estimated amounts for Optional Services including but not limited to, soil borings, test pits, easement plats, as approved and provided for per PROJECT.
 - (3) Additional Services, if any, shall be subject to negotiation.
- B. Compensation to the ENGINEER for these services is expressly conditioned upon future appropriation of said funds by the TOWN Council and a properly executed written Notice to Proceed.
 - C. The rates for compensation payable to the ENGINEER under EXHIBIT A shall be firm through December 2013. Thereafter, with written notice from the ENGINEER, the rates may be adjusted upwardly a maximum of six percent (6%) per twelve-month period with certification that payroll has been adjusted accordingly.

9. MANNER OF PAYMENT

- A. The ENGINEER shall furnish the TOWN with timely invoices not later than the 15th of the month for services to date. Any invoices received after the 15th, shall be held until the following month. Invoices in excess of \$10,000 shall require approval of the TOWN Council, which meets the first Tuesday of each month, prior to payment. The terms of payment will be net thirty (30) days.

Each invoice shall directly attribute each charge to specific service, task to phase, and shall include an assessment of progress. Documentation for items listed in each statement shall be provided in detail satisfactory to the TOWN.

- B. The contract fees shall be paid monthly, following approval of the work by the TOWN on the basis of invoices supported by documented records. The TOWN, at its discretion, will have the right at any time prior to completion of the work to withhold payment to the ENGINEER for services performed if the percent of payment request, in the opinion of the TOWN, is substantially in excess of the TOWN'S evaluation of the completion of the work. The payment shall be withheld until such time as the percentage of completion is consistent with the percentage of payment requested.
- C. Should any statement be the subject of a legitimate dispute between the parties, no interest shall apply to any amounts not paid by the TOWN because of said dispute; the TOWN shall pay all amounts not included in the dispute.

10. TIME SCHEDULE

The ENGINEER shall begin the work within five (5) consecutive calendar days upon issuance of the TOWN'S Notice to Proceed. The work shall proceed in substantial accordance with the Project Schedule and the ENGINEER shall complete the work as negotiated for the particular PROJECT.

Except for review/approval schedule(s) stipulated herein, there shall be no claim for delay when TOWN'S review and comments/approval are required unless such review and comments/approval does not occur within ten (10) days after receipt by the TOWN of the ENGINEER'S written demand for such.

11. TERMINATION

Either party may terminate this AGREEMENT at any time by giving written notice to other party at least ten (10) calendar days prior to such termination. The ENGINEER shall be entitled to receive only the fair value of services rendered hereunder prior to the effective date of such notice of termination. All work products produced by the ENGINEER shall be the property of the TOWN.

12. ASSIGNMENT

Neither the TOWN nor the ENGINEER shall assign, sublet or transfer their right or obligations in the AGREEMENT without the written consent of the other; such consent shall not be unreasonably withheld. Consent to assign, sublet or otherwise transfer the rights or obligations of this AGREEMENT shall not be construed to relieve the ENGINEER or any responsibility for the fulfillment of this AGREEMENT.

13. NON-DISCRIMINATION

A. The ENGINEER (CONTRACTOR) shall comply with Sec. 11-51 of the Code of Virginia which states in part: "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin except where religion, sex or national origin is a bona fide Occupational qualification reasonably necessary to the normal operational qualification reasonably necessary to the normal operation of the contractor."

B. The ENGINEER further agrees to require all subcontractors, consultants, sub consultants, or another person, corporations or legal entities proving or furnishing labor, material, equipment, work, or professional services related to the PROJECT(s) under this AGREEMENT valued in excess of \$10,000 to execute a non-discrimination statement as a condition of payment.

14. INSURANCE AND INDEMNITY

- A. The ENGINEER shall purchase and maintain insurance coverage in form and amount sufficient to properly protect the TOWN and the ENGINEER until final acceptance of any work authorized under this AGREEMENT. As a minimum insurance coverage shall be as indicated below:

<u>TYPE OF INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Workman's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$500,000.00 each \$500,000.00 each Occurrence \$500,000.00 in Aggregate
3. Property Damage Liability	\$100,000.00 each Occurrence

Furthermore, professional Liability insurance in an amount not less than \$1,000,000, combined single limits (CSL) shall also be provided. The TOWN reserves the right to require additional and/or alternative insurance coverage(s) should, in the TOWN'S sole opinion, a specific PROJECT so warrant; if required, compensation to the ENGINEER for the PROJECT shall be negotiated accordingly.

Insurance must be furnished by such companies as authorized and licensed to transact business in the Commonwealth of Virginia. ENGINEER shall furnish the TOWN with a certificate evidencing insurance coverage as above with the TOWN named as an Additional Insured under General Liability and Automobile Liability. Each certificate or policy shall carry the provision that the TOWN shall be given thirty (30) days prior written notice of any cancellation or material reduction in coverage.

- B. The ENGINEER shall indemnify and save harmless the TOWN and its agents, servants, employees and officers from all claims, loss, damage, injury liability, costs and expenses of whatsoever kind or nature (including attorney's fees) caused by or resulting from the ENGINEER'S negligent performance of any of the services furnished under this AGREEMENT; and the same shall include injury or death to any person or persons and damage of any property, including that of the TOWN.
- C. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall

procure and maintain insurance as required by and set forth in Section 14 to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project or Task Order, or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, agents, employees, or Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto.

15. RESPONSIBILITY OF ENGINEERS

The ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the ENGINEER under this AGREEMENT.

The ENGINEER shall without additional costs or fee to the TOWN, correct or revise any errors or deficiencies in his performance. Neither the TOWN'S review, approval or acceptance of, nor payment for any of the services required under this AGREEMENT shall be deemed a waiver of rights by the TOWN, and the ENGINEER shall remain liable to the TOWN for all costs which are incurred by the TOWN as a result of the ENGINEER'S negligent performance of any of the services furnished under this AGREEMENT.

16. DISPUTE RESOLUTION

Any dispute arising under the terms of the AGREEMENT shall first go to mediation, and if the dispute is not concluded through mediation, then the dispute must be litigated in a proper forum within six (6) months of the termination of the mediation proceeding

17. LITIGATION

In any claim or dispute between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, the parties consent to the jurisdiction and sole venue of the Circuit Court of Isle of Wight, County Virginia.

The ENGINEER shall not cause a delay of work because of the pending litigation proceedings, except with the express, written consent of the OWNER or written instruction from the Court.

18. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, this contract shall be terminated if all of the following events shall have occurred.

- A. Funds are not appropriated for a subsequent fiscal period during the term of this contract for the acquisition of substantially the same functions as provided for herein, and written notice thereof is given to the ENGINEER at least thirty (30) days prior to the first day of such subsequent fiscal period or within five (5) days of the approval of the final budget for such fiscal year, whichever occurs later.
- B. TOWN has exhausted all funds legally available for payment under this contract.

Upon such termination, the ENGINEER'S only remedy shall be to terminate the contract at the end of the fiscal period during which notice is given; and payment in compliance with the contract for materials, goods, and services rendered thereunder during the fiscal year at the end of which termination occurs, without penalty, termination, profit or overhead expenses of any kind, shall constitute full performance on the part of the OWNER.

19. SEVERABILITY

If any part, term, or provision of this AGREEMENT, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

20. AGREEMENT CONSTRUED UNDER VIRGINIA LAWS

The AGREEMENT is to be executed and performed in the Commonwealth of Virginia and shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

TOWN OF SMITHFIELD, VIRGINIA

BY:

Peter M. Stephenson
Town Manager

APPROVED AS TO FORM:

Town Attorney

ATTEST:

Town Clerk

KIMLEY-HORN AND ASSOCIATES, INC

BY:

Jamie H. Weist, PE
Senior Project Manager

ATTEST:

Secretary

