

SMITHFIELD TOWN COUNCIL AGENDA
September 1st, 2015 at 7:30 p.m.
Held at Smithfield Center, 220 N. Church Street



A. INFORMATIONAL SECTION:

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

B. UPCOMING MEETINGS AND ACTIVITIES:

- September 1 - 7:30 p.m. – Town Council Meeting
- September 7 - Town Administrative Office will be closed in Observance of Labor Day
- September 8 - 6:30 p.m. – Smithfield Planning Commission Meeting
- September 15 - 6:30 p.m. – Board of Historic and Architectural Review
- September 28 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)
 - Police Committee
 - Water and Sewer Committee
 - Finance Committee
- September 29 - 4:00 p.m. – Town Council Committee Meetings (Consecutive)
 - Parks and Recreation Committee
 - Public Works Committee
 - Public Buildings and Welfare Committee

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

C. Public Comments:

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

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.

ACTION SECTION

1. **Motion to Approve the Town Council Meeting Minutes of August 4th, 2015**
Mr. William H. Riddick, III, Town Attorney
2. **New Business:**
 - a. **Smithfield Foods Community of Friendship Proposal** **TAB # 3**
3. **Old Business:**
4. **Closed Session**
5. **Meeting Adjourned**

August 31, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: MONTHLY ACTIVITY REPORT – AUGUST 2015

TOWN MANAGER'S OFFICE:

- a. Participated in Kick-off meeting with Moseley Architects for renovations of old rescue squad, as well as national Night Out activities.
- b. Hosted and attended Fair Housing workshop, as well as VDOT enhancement grant workshop.
- c. Attended VML Insurance programs board meeting and retreat in Charlottesville.
- d. Met with Robert Crum, new Executive Director of HRPDC and provided him a tour of the town.
- e. Joined Leadership Isle of Wight class for regional military day program.
- f. Met with Tom Elder, new Economic Development Director for Isle of Wight County.
- g. Attended HRCJTA (regional police academy) Executive Committee meeting in Newport News.

TOWN CLERK'S OFFICE:

- a. Transcribed and proofed the monthly minutes from Town Council and Planning Commission. There was no Board of Historic and Architectural Review or Board of Zoning Appeals for the month of August.
- b. Staff attended Safety Committee Meeting on August 4th
- c. Attended Fair Housing Work Seminar on August 6th at the Smithfield Center.
- d. Attended Isle of Wight Leadership Class on Friday, August 21st.
- e. Prepared August Town Council Committee Agenda and September Town Council Agenda
- f. Debbie Bennet attended Town Council Committee meetings on August 24th and 25th on my behalf while I was on vacation. She also prepared summary reports of the committees.
- g. Utilized one week of vacation.

TREASURER'S OFFICE:

- a. Took vacation days on August 7 and August 28.
- b. Attended the Fair Housing Workshop at the Smithfield Center on August 6 as required for the Pinewood Heights Relocation Grant.
- c. Continued close out procedures for FY2015 in preparation for annual audit.
- d. Prepared bank reconciliations and financial statements and graphs for July 2015.
- e. Began work on annual unclaimed property report.

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 water leaks, repair radio or touch pads after each reading if needed, maintenance on town owned buildings.
1. Sewer Line Repairs and Maintenance:
 - a. 306 Middle St. - repaired sewer lateral and clean out.
 - b. 501 Carver Ave. - installed sewer lateral and town side sewer clean out.
 - c. Completed sewer air release valve inspections – repairs will be scheduled.
 2. Sewer Pump Station Repairs and Maintenance:
 - a. Weekly and daily checks on all 27 pump stations.
 - b. Performed the following scheduled maintenance at all pump station
 - Cleaning of wet-wells
 - Alarms testing
 - Sump pump cleaning
 - Check Valve cleaning and repair
 - Generator checks / Godwin pump checks
 - Control Panel / Flow monitor checks
 - Fence and Grounds inspections
 - Inspected Structure
 - Inspect and clean pumps
 - Level system check
 - Test limit switches
 - Bar screen cleaning
 - Rain gauge cleaning
 - c. Crescent pump station - seal fail and need to replace pump #1.
 - d. Riverside pump station – replaced pump #1.
 - e. Rising Star pump station - pump 1 needs to be replaced – on order.

- f. Pulled and cleaned pump #1 at Plaza pump station.
- g. REW installed a new flow meter and pressure gauge at Moonefield and Morris Creek pump stations.

3. Water Line Repairs and Maintenance

- a. Repaired water leak at 900 Smithfield Blvd.
- b. Repaired water leak at 15 Riverside Dr.
- c. Repaired water leak at the intersection of Peterson and Barcoft.
- d. Repaired water leak 100 block of Windsor Ave.

4. Well Repairs and Maintenance

- a. All wells except 8A and 10 (at RO Plant) are off now that RO plant is running. Upgrades to well houses have been completed 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 and reports for VDH, HRSD, DEQ and ITT.
- b. Plant staff replaced security cameras damaged by lightning.
- c. HRSD lab personnel completed their bi-annual composite sampling of concentrate discharge.
- d. Plant operators pulled disinfection byproduct samples for VDH.

6. Safety

- a. Monthly truck inspections.
- b. All Public Works employees attended Trenching and Excavation Safety.

7. Windsor Castle Park

- a. Cleaned off and repaired walking trails as needed. Trash cans, recycle bins, information stands and doggie bags are emptied, cleaned or refilled as needed on Mondays and Fridays.
- b. A general inspection of the park is conducted weekly to ensure that all park amenities are in good condition and are not in need of maintenance or repair. This inspection includes walking of the trails to inspect all pedestrian bridges, overlooks, and to identify possible problems with the trails. In addition inspections are made to the kayak launch and fishing pier to identify possible maintenance issues.

8. Fog/Backflow Programs

- A. Fog inspections on FSE and monitoring of grease disposal is ongoing with a good level of compliance and cooperation from local businesses.
- B. Backflow test reports are being submitted by residents and business with a good level of cooperation from the public.

9. Miscellaneous

- a. Grounds crews cut grass at town-owned property and rights-of-way weekly and empty trash cans on Monday and Friday.
- b. Minor repairs at Town Hall and Town Buildings.

PLANNING AND ZONING:

1. Planning Commission – August 11, 2015

- A. *****Public Hearing***** Comprehensive Plan Future Land Use Map Change Review – Cary & Main (Pierceville) Subdivision – William G. Darden, Hearndon MC Builders, LLC, applicants – Recommended for denial to Town Council.
- B. *****Public Hearing***** Rezoning Review – Cary & Main (Pierceville) Subdivision – William G. Darden, Hearndon MC Builders, LLC, applicants – Recommended for denial to Town Council.

2. Rezoning Applications under review

- A. Cary & Main (Pierceville) Subdivision

3. Special Use Permit Applications under review

- A. None

4. Subdivision and Site Plans under review

- A. Cypress Creek, Phase 7 B&C

5. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I (95% complete)
- B. Smithfield Manor Townhomes (85% complete)
- C. Lakeview Cove Condos (75% complete)

6. Board of Historic & Architectural Review – August 18, 2015

1. No meeting held.

7. Board of Zoning Appeals – August 18, 2015

2. 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 as per market demand.
- C. Lakeview Cove is now under new ownership. All E & S controls have been installed previously by the contractor as per the approved site plans and required by the Town.
- D. Blair Brother's Contractor started and completed installation of asphalt patching in the Cypress Creek Subdivision on Cypress Creek Parkway, Murifield and Gleneagles. Contractor cleaned and cleared roadside ditch along Smithfield Blvd. near Church. Contractor also repaired depressed asphalt area in cul-de-sac of Murifield. Contractor began installation of storm drain pipe system on Manchester Ct. and New Castle Way in the Waterford Oaks Subdivision.
- E. Erosion & Sedimentation control field inspections were performed and appropriate reports filed on the following active projects: Harvest Fellowship Church, Moody Properties, & Cypress Creek Parkway extension. Also Erosion & Sedimentation control field inspections for single family dwellings were performed at 9 locations throughout the Town and required reports were filed.
- F. Field inspections were held this month involving the Smithfield Lake Dam. It should be noted that the plunge pool area at the outfall of the primary spillway has some damage and may need repair.
- G. Cypress Creek Development; Contractor C. A. Barrs Constr., all work on project has now been completed including the roadway asphalt surface. A walk thru of the project site was held involving the completion of the project. Several minor deficiencies were found and noted with the contractor. These deficiencies have now been completed and the project is now under its one year warranty period.

August 31, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE POLICE COMMITTEE MEETING
HELD ON MONDAY, AUGUST 24TH, 2015

The Police Committee met Monday, August 24th, 2015 at 4:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee member attending was Mrs. Denise Tynes, Chair and Mr. Andrew Gregory. 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. Debbie Bennett, Records Management Assistant; Ms. Ellen Minga, Town Treasurer; Mr. Steven G. Bowman, Smithfield Police Chief; Mr. Alonzo Howell, Deputy Chief of Police; Lieutenant Matt Rogers, Mr. Wayne Griffin, Town Engineer; Mr. Jessie Snead, Superintendent of Public Works; and Mr. William Riddick, Town Attorney. The media was represented by Ms. Alyse Stanley of The Smithfield Times.

Police Committee Chair, Denise Tynes called the meeting to order.

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

1. Taser Quote – Deputy Chief Howell stated that in your packet is a quote from Taser International for the purchase of sixteen tasers. He mentioned that some of the tasers are over eight years old and they are no longer supported by Taser International. He stated that the tasers are a less lethal device that would be deployed rather than using lethal force in situations of violence. He stated that we would like to update our tasers and it is recommended by Taser that they be updated. He stated that they would like to replace the sixteen tasers to include the holsters and everything because with the new tasers the holsters that we have will not work. He stated that the tasers will have a four year warranty. Mrs. Tynes asked if the police department recycle the old tasers. Deputy Chief Howell stated that it is recommended that the old tasers be destroyed. Mr. Smith asked if the tasers come with a warranty to begin with. Chief Bowman stated that it is a one year warranty. Mr. Smith asked after the one year warranty can you receive an additional three year warranty. Chief Bowman stated that it is like buying a new car you can buy the extended warranty for a certain price when you buy it off the floor then after you have driven it for a year the price of that warranty will go up. He stated that it gives

us the opportunity to buy the extended warranty now. He stated that they offer a replacement plan that goes for five years but it is a contractual requirement that would obligate funds by signing this agreement it may be a little cheaper in the long run but may not because it would then bind the hands of the town for an extended period of time to rotate a unit out. He stated that he discussed it with the town manager and we believe that the four year warranty was the better way to go. Mr. Smith asked if we could renew the warranty every year. Chief Bowman stated that you would have the expense of buying new tasers every year. Dr. Cook stated that if look at the discount we are getting a further warranty that may be why we are going to save by getting the four year warranty at the time of purchased. Dr. Cook asked if this is a budgeted item. Mr. Stephenson stated that they are not in the budget. Ms. Minga stated that Deputy Chief Howell did not talk to her until after we were done with the budget. She stated that if you look at the financial statement for June ending you will see that all operating departments were under budget for the year. She stated that the police department at this point and time they are \$150,000.00 under budget. She stated that we could take it out of operating reserves or they also have a CD that is about \$36,000.00 from a prior contribution from a former citizen. She stated that it would still have to be a budget amendment to whichever course you decide to take as far as financing. Mrs. Tynes stated that she would rather not use the CD because you need that in case of an emergency. Ms. Minga stated that the bank had told her before they would not penalize us. She stated that it is at the discretion of the police department on how they want to use that money. Chief Bowman stated that the specific note says for training and equipment for the Smithfield Police Department. Committee recommends approval for purchasing the tasers with funding reserves instead of using the CD.

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

1. Operational Updates – Deputy Chief Howell stated that the Police Department reported to an arm robbery on August 4, 2015 at the 7 Eleven on 603 West Main Street. He reported that they have not made an arrest on that robbery yet however, we are still working diligently investigating that crime. He stated that the police department has some leads so it is an ongoing investigation. He reported that in the form of operational updates that is the largest event that the police department has had in recent weeks. Mrs. Tynes stated that some ladies from the Smithfield Corporate office addressed her if there was anything the town could do about putting up a traffic light at Luter Drive and North Church Street. She stated that the town cannot do anything about the light because Virginia Department of Transportation handles that. She stated that they asked if the police department could direct the traffic at the peak time on Friday. She stated that they have a hard time trying to turn at the traffic light onto Main Street and South Church Street. Deputy Chief Howell reported that on Friday last week he had Mr. Bryan Miller, Patrol Sergeant monitor the traffic from approximately five minutes to five until about

five thirty. He stated that Patrol Sergeant Miller reported that there was not a need for an officer to direct traffic at that intersection. Deputy Chief Howell reported that no one had to wait at the light more than forty-five seconds before they could make that left turn. Chief Bowman reported that if the police department would start monitoring the intersection we would mess it up worse because the light is designed to control the flow of traffic. Dr. Cook stated that the unauthorized no wake signs that are made to mimic authorized no wake signs who is the responsible party for policing those. He stated that it has become an issue in the fact there are many more people now that are chastising people that are going through because you know it is not a no wake zone. He stated that it is confusing to people to have the signs up for it not being an unauthorized no wake zone so he thinks they need to be taken down. Chief Bowman stated that the Code of Virginia is very specific it gives the authorization as far as regulation of no wake signs to the Virginia Department of Game and Inland Fisheries. He stated that there is a specific code section in there that says that they not specifically but may address the unauthorized no wake zone signs. He stated that he thinks the ones that we specially have a problem with based on the water in the area are the ones at Wrights Pointe. He stated that he recently wrote a compliance letter on behalf of the town manager to the Virginia Department of Game and Inland Fisheries because the police department went out to adjust and fix some signs as they requested. Chief Bowman stated that with the direction of the town manager and Council he would do a follow-up letter to the Virginia Department of Game and Inland Fisheries that the town and Council has some concerns about specific no wake signs. He stated that he feels that the town has to maintain our signs in a proper manner and those signs that are unauthorized are giving the false impression that it is a established no wake zone when it is not. Dr. Cook stated that it is like he is not allowed to put a stop sign in his front yard because it creates confusion. He stated that boaters are responsible for their wake because it is the law. Chief Bowman stated that he will write a letter and take a few pictures to send to the Virginia Department of Game and Inland Fisheries to address it. Mr. Smith stated that there was a no wake sign taken down behind what used to be Colonial Harris's house and it was moved down to where the Pope's used to dock their little sail boat. He stated that a gentleman came by there yesterday he asked him to slow down but the gentleman said he did not see a sign from the Smithfield Station to there. Mr. Smith stated that he doesn't understand why that sign was removed from that post then taken to the end where the Pope's used to dock their sail boat. Chief Bowman stated that it was the direction of the Virginia Department of Game and Inland Fisheries to the exact location of those signs including placing an additional sign on the downstream side of the Moore Church Street Bridge so that you have one on each side of the water course that is about seventy-five yards wide. Mr. Smith stated that they think once they go past the Smithfield Station they can go fast because the sign has been removed. Chief Bowman stated that he will include in his letter to the Virginia Department of Game and Inland Fisheries that the town would like to place an additional sign there so that we are in total compliance. He stated that he would ask them if it is okay to install one and get the latitude and longitude for that specific pole. He stated that he would put that all in one packet to send to the Virginia Department of Game and

Inland Fisheries in the next week or so. Mrs. Tynes asked during high traffic times on the Pagan River does the police department monitor the river in the police boat. Chief Bowman stated that matter of fact they had a marine patrol training this morning we are up about seven members. He stated that yes Ma'am we monitor it looking for safety violations and also assists boaters in need. He stated that he would not say it was a high impact patrol it is one of those user friendly but at the same time we address reckless operation or boating under the influence then we take appropriate action.

2. Results of Street Light Survey on Colonial Avenue – Lieutenant Rogers stated that he spoke with the concerned party Mr. Nelms shortly after completing the survey to let him know what his thoughts were. He stated that Colonial Avenue is very dark and the lights are on one side. He stated that Mr. Nelms said the cul-de-sac is very dark because he had trouble seeing his neighbor in his front yard calling the police on his next door neighbor. Lieutenant Rogers suggested having additional light poles on the opposite side of the street. He stated that the current light poles are on one side he would suggest putting at least two more on the opposite side and staggering the current light poles. He stated that he will meet with Mr. Wayne Griffin to discuss the best layout that would work for the town. He stated that they might end up moving one down to the end of the cul-de-sac because of the thoroughfare between Royal Farms and Smithfield Boulevard. Lieutenant Rogers stated that there is a light at the intersection of Smithfield Boulevard and Colonial Avenue though it is not providing much light but removal of tree limbs might help that part of the intersection. He stated that not necessarily in the cul-de-sac but closer to the cul-de-sac as far as the staggering of the light poles might help out. Chief Bowman stated that we feel pretty strongly about that because of the close proximity to Royal Farms and the foot traffic that travels through there from time to time we would like for it to be illuminated. Dr. Cook stated that his concern is that there are two houses in the back of the cul-de-sac one on each side so the light might shine right into their house. He asked if you would talk to the citizens before putting a light pole there. Mr. Stephenson stated that the next step if Council is amendable based on the results of the study Mr. Rogers and Mr. Griffin would look at location and cost. He stated that at the last Council meeting we received a petition from ten of the homeowners. Dr. Cook stated that we can accommodate a group of individuals but you also do not want to make the others upset over it. Mrs. Tynes stated that in her community she notice it was dark at the turning lane to go into Kendall Haven off of Battery Park Road it used to be some lanterns on the side of the entrance way. She stated that there is one big light at the intersection of Lane Crescent and Kendall but that goes in the direction of the intersection right on Battery Park Road there is nothing there it is so dark maybe the tree limbs can be trimmed back so the other light can shine in that direction. Mr. Stephenson stated that he would bring to Committee the cost, location, and feedback from the residents hopefully at the next meeting.

The meeting adjourned at 4:30 p.m.

August 31, 2015

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, AUGUST 24TH, 2015

The Water & Sewer Committee held a meeting on Monday, August 24th, 2015 at 4:30 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee member attending was Mr. Andrew Gregory, Chair, Mr. Michael Smith, and Mrs. Denise Tynes. Other Council members present were Mr. Randy Pack, Dr. Milton Cook, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Debbie Bennett, Records Management Assistant; Ms. Ellen Minga, Town Treasurer; Mr. Wayne Griffin, Town Engineer; Mr. Jessie Snead, Public Works Superintendent and Mr. William H. Riddick, III, Town Attorney. The media was represented by Ms. Alyse Stanley of The Smithfield Times.

Water and Sewer Committee Chair, Andrew Gregory called the meeting to order.

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

1. Proposal for South Mason Street and Cedar Street Water and Sewer Lateral Work by Lewis Construction of Virginia, Inc. – Mr. Snead stated on Mason Street we had it align along with Main Street and would like to move forward replacing the lateral and the water lead services. He stated that he was been holding Mr. Griffin from paving it for probably about a year. He stated that he would like to take care of that before it is paved because the main line runs down the middle and the lateral that come from the houses now do not go to the main it goes to a manifold. He stated that the manifold goes off the main and up beside the sidewalk that the lateral goes into. He stated that now is the time to change the lateral to the main where we can service those if we have a problem. He stated that we cannot get into the manifold without digging another hole when there was not a hole in the manifold to get to it. He stated that we will cap off the manifolds as we go through. Mr. Gregory stated that the estimate was around \$26,000.00. He asked if this is considered a consent order item. Committee recommends approval for this item.

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

1. Operational Updates – Mr. Snead reported that they are still working with the consent order, water leaks, sewer repairs, and couple of pump station problems. He stated that Tri-State will be here Thursday, September 10, 2015 to finish the Main Street sewer line weather permitting. He stated that he would notify all the business about the repairs. Mr. Stephenson stated that he received an email from a resident. The email stated that Mr. Stephenson I wanted to send a copy of an email that he sent to Mr. Snead after his department quickly repaired a water line break. He stated that the email sent to Mr. Snead said it was nice to meet you though the conditions would have been better at a meet and greet rather than an emergency break in the water line. The resident wanted to put into words on how impressed he was of the work crew that responded. He stated that they were quick and efficient and effective in the repairs. He was pleased to see their knowledge, skill, and teamwork in repairing the water line. He was also impressed how quickly they had tools and parts on hand to provide a permanent repair. He stated that Mr. Snead and his department exhibited town core values of customer service, teamwork, positive attitude, and commitment. Mr. Stephenson stated that the email was from Mr. John and Beverly Blais at 15 Riverside Drive. Mr. Stephenson stated that since the last month's Committee meeting he sent an email, that he copied Council, to the County Administrator reiterating the offer to extend the water and sewer agreement for a five year period. He stated that they just posted right after lunch for the Isle of Wight Board meeting Thursday. He stated that there are a couple of items related to the town one is under County Administrator report for Thursday again is the staff report, preliminary engineer report, and Gatling Point water line. He stated that it is a brief two page staff report and fairly voluminous preliminary engineering report. He stated that their staff recommends pursuit of the long term contingent solution of water line to serve this area as it protects the financial interest, governs decisions, and service provision demands for the citizens County wide. He stated that the board will need to provide direction to staff to proceed with the next steps on the contract with the Town of Smithfield. He stated that they are asking for authorization to proceed with the water line but it does not get into sewer at all and some direction for staff to get back with the town on our package deal if you would for water and sewer. He stated that he looked at the preliminary engineering report it basically recommends coming down Nike Park Road all the way up to the Fulgham Bridge and Jones Creek into Battery Park Road, I guess they are assuming they will use our right-of-way, then go right up to where the massive water meter is now with a twelve inch ductile iron line. He stated that the report says the existing million gallon storage tank there at Bartlett is sufficient to meet requirements for storage but they certainly do recommend that the County start planning out for additional water storage space. He stated that the cost in the report is \$3.77 million again not including the initial storage and probably no permitting. He stated that schedule wise they are recommending that the board authorize that the engineering report be submitted to the health department

on October 1 beginning the environmental process as well as the design. Mr. Stephenson stated that they are looking at bid award of next June till the end of August time frame for construction to start about a year from now September 1 and it would go through January 1, 2018. Mr. Pack stated that it would be wise for a Council member to be at the board meeting to remind them if they choose to move forward with this that they need to include sewer as well. Mr. Williams stated that at our last Intergovernmental meeting that Mr. Gregory and he attended that they point blank told them that. He stated that the supervisor for the Smithfield district said that they will work out that when the time comes. Mr. Stephenson stated that the memo to Ms. Ann Seward from June was included in the packet as well. Mr. Gregory stated that he would attend the board meeting on Thursday at the County. Mr. Smith asked what would be the repercussion if they continue to proceed like they plan with the water and sewer. Mr. Riddick stated that the Council can give them notice that you plan to terminate the service. He stated that the case is compelling we are providing water at a less expensive cost to them. He stated that there is no infrastructure cost for them whatsoever because it is already in place. He stated that they are looking to spend more money for raw material and more money to install infrastructure to provide a service that is already being provided it seems to him that the general public needs to know that. Mr. Smith asked if there is legal action that could be taken by the citizens. Mr. Riddick stated that he does not know where it is going to go but there are some citizens that have already filed which is pending but they are representing themselves which is very difficult. Mr. Stephenson stated that he does not know whether the board is going to be providing direction to staff Thursday but they have a strategic planning retreat set for September 24 at the new rescue squad. He stated that one of the items on the draft agenda is to talk about utilities and economic development. Mr. Gregory stated that what is probably not reasonable is to say pending formal approval of this water line we are going to cut the sewer off. He stated that he does not think anyone wants to do that. He stated that he thinks what is well in the town bounds is based on their projected date on when the water line would be complete to say we are giving you three years of notice if that water line is pursued and if it is completed as scheduled that is when the sewer stops. He stated that you need to have a sewer line in place incongruous with the water line so we can separate this utility relationship. He stated that it is clearly what the County wants to do and we are fine with that. He stated that we would have to make arrangements financially to observe that hit. He stated that his point from day one is their reasoning is to save money on water cost for them so it is more profitable but the payback time period is like twenty-five years when they break even on what it is going to cost to build a water line. He stated that at the same time they are taking money from Smithfield residents and just transferring it to the rest of the county. Mr. Williams stated that they are trying to get all their feathers in a cap that they can to fill their side with annexation that we are trying to pursue. He stated that if they are going to have water and sewer running out there our case would be harder to annex that piece of property that we are looking at. Mr. Riddick stated that the Town Council is ready to discuss an agreed boundary adjustment at any time. He stated that it would be the smartest economic thing and it would be a win, win for everyone. He stated that they have to understand the town

is not going to provide one without the other. Mrs. Tynes stated that it is the tax payer's money that they are going to use for a new water line that the town already supplies that community with. Mr. Gregory stated that we are not going to discuss negotiation of a specific contract in public but he would imagine the water contract between now and when their line goes online and what the price looks like. He stated that if the messaging is right as it should be up front and honest we are just financial preparing for the loss of revenue that is going to come from when that water is taken away. He stated that it is in our bounds to try to find compensation to offset that. Mrs. Tynes asked if the town could do the same thing with the sewer line. Mr. Gregory stated that if they do not agree then we will take that path because these agreements seem to cause more grief than solutions. Mr. Riddick stated that we are not privy to all the analysis but it appears their whole plan is the water is going to be profitable to them for some reason. He stated that it does not appear to him that they are calculating the dual expense for the sewer. He stated that it is almost no cost to them because they pay a very minor charge to the town to handle the sewer through our infrastructure. He stated that he would like to see the numbers but if you combine water and sewer together it does not appear that could make sense. Mrs. Tynes stated that she wanted to thank Mr. Snead and his department for taking care of her sewer problem.

The meeting adjourned at 4:53 p.m.

August 28, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, AUGUST 24TH, 2015

The Finance Committee held a meeting on Monday, August 24th, 2015 at 4:32 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Mr. Andrew Gregory, and Dr. Milton Cook. Other Council members present were Mr. Michael G. Smith, Mrs. Denise Tynes, and T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Debbie Bennett, Records Management Assistant; Ms. Ellen Minga, Town Treasurer; Mr. Wayne Griffin, Town Engineer; Mr. Jessie Snead, Public Works Superintendent, and Mr. William Riddick, Town Attorney. The media was represented by Ms. Alyse Stanley of The Smithfield Times.

Committee Chair, Mr. Randy Pack called the meeting to order.

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

1. Invoices Over \$10,000 Requiring Council's Authorization:

a. Alpha Corporation (Police Evidence/Storage Building) \$14,737.71

This invoice is for the police evidence/storage building. Committee recommended approval of invoice.

b. REW Corporation \$15,928.00

This is invoice is for cup work, flow meter, and a pressure transmitter for the Morris Creek Pump Station. Committee recommended approval of invoice.

2. Vehicle Maintenance Contract Renewal – Mr. Pack stated that we have vehicle maintenance contract renewal with Dave Service Center. Mr. Stephenson stated that he did a short memo like he did last year. He stated that he called him to confirm that they were interested in proceeding with the final year of the contract and hold prices to what they had bid on in 2012 and they said yes. He stated that they understand that next summer we have to put it out to bid. He stated that Chief Bowman and Mr. Snead are very pleased in the terms of the work that has been done on the vehicles. He stated that staff recommends staying with Dave Service Center for one final year of the contract then putting it out for bid early next summer. Committee recommended approval for the vehicle maintenance contract renewal.

3. Draft Contract with MUNIS – Ms. Minga stated that it is a little bit more than we budgeted. She stated that it is about \$6,400.00 more than what we budgeted. She stated that the original quote that we used to budget was a quote that was given to Windsor. She mentioned that the difference when she compared it were they added \$5,000.00 for the number of concurrent users in the system which is kind like a licensing fee. She stated that they took out work orders because we already have a work order system but they added fixed assets which we do need to track. She stated that on the maintenance side that was cheaper but on the conversion side it was more expensive because we have to actual load fixed assets which there are not any work orders to load for them. She stated that the other thing was a decrease in the discount of \$1,100.00 which they would adjust because they switched new pricing software and made a mistake on the pricing. She stated that he mentioned that is for a one year contract. She stated that he mainly set it up that way because he knew Mr. Jon Flores had a little bit of heartburn being that it is cloud based instead of with our server at town hall. She stated that he did not want to stop the ball rolling in case that would be a problem. She mentioned that most of them are setup to be three year contracts. She stated that he is going to send us an amended three year contract because with a three year contract it basically locks this price in for three years otherwise you are subject to two or three percent increase a year. She mentioned that there is no penalty to opt out as long as you give them a notice of three months you can opt out at any time. She mentioned that it will be a very slow process because we will be running with Bright for at least a year because the first thing we will start with is the data conversion and then start the training. Dr. Cook asked if they have personnel to do the data conversion. Ms. Minga stated that they will have staff to do that. Dr. Cook asked if the \$37,000.00 annually cost is expected to be from now on. He asked how often they have upgrades for the system that we would have to purchase. Ms. Minga stated that the upgrades are probably annually or at least every two years. She stated that she thinks the cost is included in the maintenance but she would ask. Committee recommended approval for the contract with MUNIS.

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

1. Draft June Financial Statement and Graphs – Ms. Minga stated that she thinks as of right now we are in a pretty good place with the year ending June. She stated that you

will notice that it says draft because there are some items that we are waiting. She explained that we still have to wait on August 31 before we can do some of the accruals because it is sixty days out for accrual of vacation and sick leave and also allowance for doubtful accounts in both tax receipts and the water and sewer side. She stated that the reason the difference between in what we budgeted and what we came out with on the revenue the general fund basically kind of resulted from three items. She stated one is the Pinewood CBG because we did not progress very far at all with Pinewood Multi-II last year. She stated that we were not able to draw any CBG funds during the fiscal year because of the way the budget was set up for owner properties only. She stated that we finally closed on one of the owner properties last week and we have submitted a withdraw request so hopefully that will make DHCD happy. She stated that the other thing was obviously we did not use any of the line of credit proceeds either because it went so slowly we did not have to utilize any money from the \$500,000.00 line of credit that we have from Towne Bank. She stated that the operating reserves we had budgeted to draw from operating reserves but right now we are sending money to reserves so we had a positive. She mentioned that the reason the operating reserves ended up being so much at the end of the year were two main things. She stated that one again was Pinewood because of our portion of the operating expenses that we did not have to spend and also the roll over with the renovation to the police department building and the storage units those types of things. She stated that all that combined is the main reason and the fact that there was savings in every single department. She mentioned that part of the savings for the police department was gas. She stated that the gas prices dropped so they did not end up utilizing as much as was originally budgeted for gas. She stated that water and sewer came out fairly close to budget. She mentioned that with reserves we still have to look at what that amount is going to be for allowance for doubtful accounts and that could impact it a little bit. She stated that the one unbudgeted item that was shown on each one was the bond issues cost in the past that has always been on the balance sheet and it is advertised over the life of the loan. She stated that when the auditors came out in June we had already adopted the budget. She stated that they said that has changed now it is actual an expense. She mentioned that there was one thing she wanted to point out the new spread sheet that she added for the museum. She stated that we came out pretty well for the year with the museum cost. She stated that we did not get as much money as we expected when we did the cigarette tax change but we ended up with forty thousand above what we would have had if we would have projected sixty thousand but the sales were not there. She stated that we have additional increases where we had reduced the discounts for transient occupancy and meal tax. She stated that we had the initial \$21,000.00 deposit from Isle of Wight Historical Society and some money that they took in from donations so it ended up being very close. She stated that we received quite a bit more than what we expected for the proceeds that we received from Isle of Wight County for the gift shop. She mentioned that she separated out the operating side and gift shop side just to show you. She stated that she had not pulled any money out of the deposits that we put in the museum account this year. She stated that there is some money if we leave what is in there just for the gift shop to finance that operation and for any purchases they need to make. She stated that it could be moved back to the general fund but she was going to let Council make that decision. She mentioned that we budgeted around about \$100,000.00 but it came out very close with what we actual

received from different resources. Mr. Smith stated that some of the revenues came out great. Ms. Minga stated that they came out above estimated budget. She mentioned that she thinks the only one that she thinks was low was finds and costs that came in for the year \$5,600.00 below budget. She mentioned that she does not have the last sales tax number that has to be accrued that is a two month delay. Mr. Smith stated that in our original adopted 2014/2015 Budget we had \$40,000.00 in real estate and property tax delinquent so we increase that and it is still a little higher than the increased amount. He asked if we have any major people with delinquent real estate or delinquent property taxes. She stated that we are getting really low we have really chipped away those balances partially real estate. She stated that we had one that was a foreclosure. She stated it was kind of over looked but Mr. Riddick went to bat for us on that one and received that money. She mentioned that it is under \$5,000.00 that we have from prior years for real estate owed to the town. Mr. Stephenson stated that the museum graph is on page thirty-seven. She stated that museum graph shows the revenues contributions from Isle of Wight County, contributions to the museum, programs and lecture fees, transient occupancy additional, cigarette tax additional, and meal tax total \$110,000.00. She stated that we actual spent on salaries and benefits was \$102,798.00 and operating expenses excluding gift shops was \$10,487.00. She stated that we actual had a net outlay of \$2,573.00. Dr. Cook stated if we subtract the gift shop initial deposit we are still in positive on the gift shop. Ms. Minga stated that if you mean of the \$61,000.00 yes they did really well. Dr. Cook stated that it shows revenue of \$9,000.00 and expenses \$4,000.00. Ms. Minga stated that she showed that to show the net reserves then we have the balance and it is on our cash balances too of \$105,399.88 in the bank that is from where the initial money was deposited for operations and the gift shop. She stated that if you took the \$105,399.88 and took out what would be reserves that were allocated for the gift shop it would leave \$39,249.00 that we can either leave in there or move it over to the general fund. Mr. Smith stated that next year he would not expect to get the Isle of Wight Historical Society contribution. Ms. Minga stated that it would cost us more next year. She stated that the changes that were made for taxes and cigarette taxes really help finance the way we had hoped. Ms. Minga stated that the cigarette tax came in a lot lower but if we had not increase the tax and decreased the discount even without the museum we would have still been way below budget so it did help a lot. She stated that it seems that on the first of July it really picked up. She mentioned that she does not know if people are getting used to the increase or back to buying it in Smithfield for convenience instead in the county.

2. July Financial Statement and Graphs – Ms. Minga stated that she does not have a lot to comment on July financials because there is not a whole lot of activity other than labor and some amended labor because we have to back out what was accrued for June as well. She stated that most of the expenses and revenues do belong to the prior year end. She stated that you may have noticed on the July graphs HRSD charges and HRSD expenses she is not really showing 2016 yet because she does not have any charges for 2016 we just received the July bill this week so it has not been paid or posted in the system. She stated that it is because there is a delay on when they bill and it has to be accrued a lot of times we do not really start showing things until the end of August. She

stated that we had some delinquent taxes which pretty much everything we collect now whether it is supplement or not will be posted in the delinquent category so that 2015 taxes will be show separately. She stated that we sold \$15,000.00 in cigarette tax which is eleven percent in the first month. She stated that the Smithfield Center rental and business licenses for prior year were good. She stated that we had to pull out operating reserves which is pretty normal for this month because there are not a lot of taxes coming in. She mentioned that all the meal taxes that we received for this month were accrued for last fiscal year and all of transient occupancy was accrued for last fiscal year so not of that shows up. Dr. Cook stated that the \$300,000.00 was used to pay this month bills. Ms. Minga stated that it is really more of on paper thing than an actual thing. Stated that we did receive it. She stated that the meals tax revenue this month we did receive the cash for it but accrue wise that is not how it is going to reflect. She mentioned that we obviously show no revenues for water and sewer because we only have half of month of August that we could have accrued for this. She stated that if you notice in the graphs for July she has the unadjusted consumption and unadjusted revenue then she has the adjusted revenues. She stated that she likes to show that on the graphs each month consecutively just so we have a pattern that we can see. She stated that for the year end purposes we have to back out July and half of August because that is considered billings for consumption that was used in the prior fiscal year.

3. July Cash Balances – Ms. Minga mentioned that cash is looking strong as well. She stated that one area that we had an impact on was sewer capital because we did have some projects that were really more of maintenance varieties that really were not compliance type so we did utilize so sewer capital funds this year but we still have \$834,000.00 as of year-end. She mentioned that sewer ended up not being such a bad state when you look at July. Water = \$346,505.07; Water Debt Service = \$894,435.46; Water Capital Escrow Availability Fees = \$426,123.12; Water Treatment Plant Escrow = \$111,847.40; Water Deposit Account = \$121,258.32; Water Development Escrow = \$98,085.74; **Subtotal Water = \$1,998,255.11**. Sewer = \$35,388.26; Sewer Development Escrow = \$355,152.74; Sewer Capital Escrow Availability Fees = \$859,394.05; Sewer Compliance = \$1,130,740.60; **Subtotal Sewer = \$2,380,675.65**. **Highway = \$179,459.02**. General Fund = \$3,535,872.82; Payroll = \$155,420.37; Money Market General Fund Town Bank = \$2,189.71; Business Super NOW-General Fund = \$33,152.98; Money Market General Fund Farmers Bank = \$290,049.29; General Fund Capital Escrow = \$215,000.96; Certificate of Deposit = \$526,168.55; Certificate of Deposit Police Dept = \$36,748.30; Special Project Account (Pinewood) = \$19,987.58; Pinewood Heights Escrow = \$41,175.19; SNAP Program = \$2,386.75; Museum Account = \$105,335.10; **Subtotal General Fund = \$4,984,487.60**. **TOTAL ALL FUNDS = \$9,542,877.38**.

The meeting adjourned 5:20 p.m.

August 31, 2015

TO: SMITHFIELD TOWN COUNCIL

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

SUBJECT: INFORMATIONAL REPORT FOR THE PARKS AND RECREATION
COMMITTEE MEETING HELD ON TUESDAY, AUGUST 25TH, 2015

The Parks and Recreation Committee held a meeting on Tuesday, August 25th, 2015 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; Mr. Randy Pack, and Mrs. Denise Tynes. Other Council members present were: Mr. Michael G. Smith, Dr. Milton Cook, Mr. Andrew Gregory, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Debbie Bennett, Records Management Assistant; Mr. Wayne Griffin, Town Engineer; Ms. Sonja Eubank, Office Manager of Public Works; and Mr. William Saunders, Planning and Zoning Administrator; Mr. Jessie Snead, Public Works Superintendent and Mr. Bill Riddick, Town Attorney. Also in attendance were Mr. Rick Bodson of Smithfield 2020; Ms. Judy Winslow, Director of Tourism, Mr. Jamie Weist, and Mr. Mark Gay. The media was represented by Ms. Alyse Stanley of The Smithfield Times.

Committee Member Chair, Connie Chapman called the meeting to order.

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

1. Operational Update – Ms. Chapman stated that Ms. Musick could not be with us today so we will look over the parks and recreation committee report. She stated that August looks like a very busy month for venue at the Smithfield Center for all types of meetings, weddings, and banquets. She stated that the kayak rental update which looks like the biggest sale thus far this summer was August 15th and 16th. She stated that the Eco-counter data shows the busiest day was August 9th with six hundred and fifty-four people passing through the park. She stated that there will be sunrise kayak tours on Sunday, September 13th and Saturday, September 26th. She stated that it is \$30.00 a person and reservations are required. She mentioned that the kayak rental is included in the fee but participants can bring their own kayak. She stated that the participants will meet at the kayak barn to take a two hour tour along the Cypress Creek and Pagan River. Mr. Pack stated that they have two paddleboards to add to their fleet.

2. Windsor Castle Park Bridges – Mr. Williams stated that if you have been on the Windsor Castle bridges you will see a lot of boards being replaced that are rotting out. He mentioned that the boards are five years old so it is time for us to do something about it. He stated that Mr. Stephenson and he talked to Mr. Snead about finding someone to do the work without hurting the environment as far as the marsh and water. Mr. Snead stated that he contacted two different people but one pulled his contract because of the environmental issues. He stated that H & H the company who built the bridges gave him a proposal on the biggest bridge which was outrageous. He stated that what he wants to do is start on the littlest bridge because it is not something that he normally does. He mentioned that he is going to keep it under \$5,000.00 for the kayak launch to pressure wash and roll the paint on. He mentioned that you cannot paint spray it on because it will get into the environment. He stated that this is a trial run and the amount may be less on the next one. Ms. Chapman asked when they will begin work. Mr. Snead stated that he was going to get with Mr. Williams on the sealant that they are going to use and go from there. Mr. Smith asked who the other contractor that backed out. Mr. Snead stated that the contractor was Notley Handy Man Service out of Suffolk. Mr. Smith asked if he received a bid from Smithfield Detailing and Pressure Washing. He stated that he thought Smithfield Detailing and Pressure Washing prices are really reasonable. He stated that they did a good job for Smithfield Foods. Mr. Snead stated that he is assuming that Council wants to stay with a natural color or something different. He stated that they have paint that is eco-friendly but it is a battle ship gray. Mr. Smith stated that Mr. Williams and he looked at the waterborne semi-transparent stain that would blend in nice instead of being solid type color. He stated that he would lean toward the water base instead of the oil base. Dr. Cook asked if it seals in all the cracks and groves. Mr. Smith stated that it will not do what you see on T.V to him that is very extreme product and it is not very friendly in the future. Mr. Smith stated that is very thick and leaves a course material on top. He stated that he has seen it come completely off over time. Mr. Gregory asked if we have talked to Newport News on what they do with the bridges on the Nolley Trail. Mr. Snead stated that he will get in touch with Newport News to ask what they do on their Noland Trail bridges. Mr. Smith stated that he has done a lot of work with H & H and he is an honest contractor. Mr. Williams stated that he would like for the work not to exceed over \$5,000.00. Mr. Snead stated that in the price of \$5,000.00 he had to buy some equipment to be able to do the job which would not be in the next price. Mr. Pack stated that for \$5,000.00 we can almost re-deck the kayak launch. Mr. Williams stated that we are not just talking about the deck he has to do it all. Mr. Stephenson stated that in terms of the bridges we have been inspecting them. He stated that we have been rotating and the Mason Street Bridge will be the next one to be inspected. Mr. Pack asked if H&H does the inspection on the bridges. Mr. Snead confirmed they did.

The meeting adjourned at 4:15 p.m.

August 31, 2015

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, AUGUST 25TH, 2015

The Public Works Committee held a meeting on Tuesday, August 25th, 2015 at 4:05 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Michael G. Smith, Chair; Mrs. Denise Tynes, and Dr. Milton Cook. Other Council members present were: Ms. Connie Chapman, Mr. Randy Pack, and Mr. T. Carter Williams, Mayor. Staff members present were: Mr. Peter M. Stephenson, Town Manager; Ms. Debbie Bennett, Records Management Assistant; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Town Engineer; Ms. Sonja Eubank, Office Manager of Public Works; Ms. Judy Winslow, Director of Tourism; and Mr. William Saunders, Planning and Zoning Administrator. Also in attendance were Ms. Jamie Oliver, Isle of Wight County Transportation Planner; Mr. Rick Bodson of Smithfield 2020; Ms. Gina Ippolito, Mr. Jamie Weist, Mr. Andrew Farthing, Ms. Melissa Venable, and Mr. Mark Gay. The media was represented by Ms. Alyse Stanley of The Smithfield Times.

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

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

1. West Main Street / Great Springs Road Sidewalk – Ms. Oliver stated it is reference West Side sidewalk but we have renamed it to Smithfield sidewalk because West Side is not applicable to the project moving forward. She stated that this one has a UPC number it is a specific designated project with VDOT. She stated that there are funds already allocated to it. She stated that it has a UPC number and approved scope from the state. Mr. Smith stated that to make it clear this is the West Main Street and Great Springs Road sidewalk. Ms. Oliver stated that in 2012 this project was scoped as a possible Safe Routes to School project. She stated that the county invested \$70,000.00 in ARRA (American Recovery Reinvestment Act) grant for PE and safe routes to school planning. She stated that we achieved a thirty percent sidewalk design and estimate at that time. She stated that process included public meetings, study survey, parent survey, and attending a lot of the school events. She stated that we had a walk to school event from the parking lot down to Westside Elementary School. She stated that all of the plans

originated from the safe routes to school project. She stated that it originally included four phases and those phases total approximately \$1.3 million. She stated that it included new construction, widening existing sidewalks, and intersection improvements in the study area. She stated that the school district declined to partner in pursuing safe route to school. She stated that once construction is complete it involves a lot of school activities that have to be generated internal for the children to use the sidewalk it is not construction it is an entire program so the school declined to participate. She stated that the county only received \$165,000.00 with our first grant application. She stated that was enough to give us a UPC number for the project but it was clearly not enough to fund what we have on the table. She stated that if you look at the first picture you will see the orange sections which are Main Street and Route 258 going across the page from right to left. She stated that the orange sections are proposed new sidewalks not existing sidewalk there that will be gap filling. She stated that they start just pass the school house museum where the downtown sidewalks ends then come up the side of the road pass Little's Supermarket and Route 10. She stated that you will see the portion that runs perpendicular to Great Springs Road then there is a large portion on the school grounds which were made to convey the students from the sidewalk all the way to the front of the school. She stated that the green section is the existing sidewalks which are proposed to be widened and improved. She stated that all the circles on the picture show location of intersections and crosswalks to be improved. She stated that they are the four phases of the original project. She stated that without the school as a partner it reduced the amount of grant money that we can receive. She stated that the county re-scoped the project in 2014 which removed the portion of school district property and removed the widening of the existing sidewalks to focus on the new construction aspects of the project. She stated that this is two phases totaling approximately \$840,000.00. She stated that the county committed to applying residual funds from the Windsor's sidewalk which was just completed last year estimated at \$250,000.00. She stated that we applied for additional grant money of \$330,000.00 and along with the CIP commitment the town made on Great Springs Road totals what is needed for the project. She stated that the next picture shows what we will be focusing on the two orange pieces that connects downtown and crosses the bypass and the portion that is on Great Springs Road. She stated that the new construction and all the crosswalks and intersections improvements that are along those two routes would be the new project. She stated that next page shows the funding break down. She stated that this is out of a grant application from about a year ago but we still consider the estimate valued. She stated that the county commits the CMAQ funds from Windsor and the town commits their CIP funds and then the county commits the additional CMAQ funds. She stated that it shows the CMAQ funds as \$165,000.00 and then at the bottom in red \$323,000.00 we applied for and receive it. She stated that the county would commit their \$330,000.00, their \$250,000.00, and their \$165,000.00 and the town would commit their \$100,000.00 that would fully fund the project through construction based on the current estimates. She stated that this is federal grant money so it would have to go through all phases of federal oversight process. She stated that some identified drainage issues in the thirty percent design that would have to be addresses as

we go forward. She stated that the next steps if the Council authorize staff to provide \$100,000.00 CIP funds to the county for the specific purpose of procuring PE services from Kimley-Horn Associates. She stated that we have a draft scope of work for design with Kimley-Horn. She stated that Kimley-Horn under the county's indefinite services can be procured within forty-five days to begin design. She stated that we will be negotiating the roll-over of CMAQ funds moving forward. She stated that their CMAQ allocations with the TPO which is approximately a ninety day process. She stated that if we can get those moved to advance construction funding it should be coming online by the time we finish design with Kimley-Horn then design construction would proceed with county grant money next spring. Ms. Oliver stated that Mr. Andrew Farthing with Kimley-Horn will speak next. Mr. Farthing stated that the sheet describes some of Kimley-Horn services and a detailed schedule on how we would proceed. He stated that we would start with a kick-off meeting with VDOT and that would be attended by the county, town, and both consultants. He stated that it sets the tone for the project it talks about project schedule, funding, and requirements. He stated that with this project being fully funded there is significant amount of efforts that go on behind the scene which is called paper work. He stated that we get into design phases anticipating three design submittals for this project that will include some road improvements, curb and gutter, drainage improvements, and potential storm water management improvements. He stated that he believes this project could be potentially grandfathered under some former regulations which will help us out a little bit. He stated that talking with Ms. Oliver there is also some utility coordination that will need to take place on this project whether it is franchise utility owners, town owned utilities, or county owned utilities. He stated that lastly is getting the project through the VDOT design process. He stated that he wanted to let the town know the opportunities the town staff could be involved in the process whether it is reviewing plans, utility coordination, and so forth. He stated that Kimley-Horn provides Environmental Compliance with the National Environmental Policy Act (NEPA) which is required for federally funded projects. Dr. Cook asked how many Westside Elementary students currently walk to school. Ms. Oliver stated that the school board has a policy that does not allow elementary children to walk to school. Ms. Oliver stated that is one of the changes that need to be made that is why she said we need to re-scope the project. She stated that it is no long a safe route to school project because the school does not want to participate so we are considering it a community walk project. Dr. Cook stated the whole purpose behind this was a safe route to school so why do we need a sidewalk going up to the front of the school. She stated that the portion of the sidewalk that goes up to the school will be eliminated. She said that we would be filling a gap in your existing network. Dr. Cook stated that we do not need a duplicate sidewalk going down Main Street when we do not have a sidewalk on South Church Street. Mrs. Tynes stated that with some of the future projects it would be nice if you could make the connection that people could walk from one side of town to get to recreational facilities. Mr. Stephenson stated that he thinks some of that could shake out with the continued design because of the uncertainty with the Little's property. Committee recommends to Council to authorize as budgeted to go toward the design.

2. HVAC Maintenance and Repair Contract Renewal – Mr. Smith stated that we have HVAC maintenance and repair contract renewal with Atlantic Constructors. Ms. Eubank stated that we have been happy with their work. She stated that it is also nice because they are certified to work on the Reverse Osmosis system. She stated that they requested a small increase of three percent in their rates. Committee recommends approval of the HVAC contract renewal.

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

1. Park to Park Trail – Mr. Smith stated that Ms. Jamie Oliver, Isle of Wight Transportation Project Manager will give us an update on the Park to Park Trail. Ms. Oliver stated that the Park to Park Trail which is commonly called the Nike Park Trail. She stated that the general overview of the project is approximately 4.2 miles long. She stated that segment one is Battery Park Road that is from the intersection of South Church Street to the intersection of Battery Park Road. She stated that it is fully funded through construction based on our sixty percent design estimate. She stated that segment two which is Nike Park Road from the intersection of Battery Park Road and Nike Park itself. She stated that it is fully funded through construction based on the sixty percent design estimate. She stated that segment three is the South Church Street portion and that goes from Battery Park Road to the Smithfield Station. She stated that we are looking at options of crossing the bridge as well to connect with the existing sidewalk. She stated that it is funded at approximately seventy-five percent to a hundred percent based on the town contributions and a planning level estimate which is at less than thirty percent design. She stated that those numbers are extremely preliminary at this time. She stated that the next page is a map which you can see segment one along Battery Park Road. She stated that segment two is Nike Park. She stated that this map comes from one of the grant application that we put forward and you can see on Nike Park Road there is segment 2-A, segment 2-B, and segment 2-C that was in case the need arose for us to segment out the bridge for funding purposes that did not come to fruition. She stated that we were able to bring the whole funding without phases the project. She stated that segment three is on the left side of the map. She stated that while they were previously independent we have been able to bring segment one and two in concurrent development. She stated that bidding them together will save on mobilization and project management cost. She stated that both are currently in right-of-way acquisition phase. She stated that both currently are at sixty percent design with ninety percent design complete on Jones Creek Bridge portion on Nike Park Road. She stated that both currently have all their environmental permitting under NEPA complete. She stated that our current schedule for segment one and two was a bit of a moving target but where we are today right at this minute is complete right-of-way acquisition in the next thirty to ninety days. She stated that we will submit the final plan set including one hundred percent on the bridge with a

request to VDOT and federal highways to advertise the project. She stated that this is a federal project so everything has to get federal authorization. She stated that with final plan approval and federal authorization we expect that to come within thirty to sixty days of the submittal. She stated that we have about thirty days in advertising time. She stated that we would have pre-construction and notice to precede thirty to sixty days after that. She stated that construction will begin next spring or summer. She stated that we are estimating at this time construction for twelve months that partly depends on the season the job is bid out on. She stated that segment three is at a planning level due to when the plans were going forward with funding but there were some conflicts or some outstanding questions about stormwater and also the road widening project that the town already had on the books. She stated that we went ahead and held that segment back to let it resolve itself that is why that one is not so far along. She stated that on segment three the County is ready to move forward with PE when the town has cleared their urban funds to be able to be applied to that project. She stated that we have an existing design contract with Kimberly-Horn Associates which can include that segment as soon as we are ready we would just extend an additional work order under that existing contract. She stated that we are expecting significantly less environmental impacts and environmental permitting necessary with segment three because it is a developed area and there are no wetlands or major environmental issues. She stated that we are working with the town staff for options of crossing the bridge using the existing lane that is there to make that a safe crossing for pedestrians. Mr. Pack stated that there is a sidewalk on the left coming from Nike Park towards Windsor Castle and a wide lane are you looking at using. Ms. Oliver stated that when you are coming up Battery Park Road toward South Church Street it is going to be on the left hand side. She stated that at that intersection at this time preliminary we would look at crossing on the right hand side as we proceed up South Church Street and then we would cross the bridge at the wide right hand side shoulder lane making that a pedestrian excess which would cut into the sidewalk at the Smithfield Station. Mr. Pack asked if it was possible to leave the trees and bushes in place now and put the trail behind them. Ms. Oliver stated that the trail is behind the frontage trees and we have negotiated specifically with the property owner for a tree safe plan and moved the trail to save the trees that they asked for. Dr. Cook asked what the total cost of project is. Ms. Oliver stated that the total cost is approximately \$7.3 million. Dr. Cook asked how much has been spent so far on the project as far as planning. Ms. Oliver stated that so far what we have invested in segment one and segment two is approximately nine hundred to one million dollars. Mr. Pack asked how this is funded with local money verses federal money in terms of percentages. Ms. Oliver stated that it is about an eighty to twenty split what we have is about \$3.9 million in federal funds and \$1.6 million in County cash and in kind match for funds and the town contribution going toward segment three estimated between nine hundred and one point two million. Dr. Cook stated that there is obviously some hold outs with landowners that do not want to give up their land. He asked if the county plans to use eminent domain to take it. Ms. Oliver stated that the county is obviously not asking anyone to give up their land. She stated that they are in negotiation with landowners to purchase their land. Dr. Cook stated that some landowners do not

want to give up their land no matter how much the county wants to pay for it. Ms. Oliver stated that would be determinate on case by case bases. She stated that we are still in what we call fruitful negotiation with the property owners. She stated that we have rates that we consider a non-binding settlement with twenty one parcels out of the twenty-six parcels. She stated that the county has approved eminent domain as a tool on this project but we are not at this time committed to using it. Mr. Smith stated that in segment three planning stage only due to road widening status and funding available is obviously is the town responsibility then who is doing the widening. Ms. Oliver stated that maybe Mr. Stephenson can give a better update but the town had an outstanding project on the books with VDOT. Mr. Smith stated that if there is the possibility of widening the road why we need a bike trail that will be torn down in the future. Mr. Stephenson stated that the previous design project was shelved by VDOT because the available funding and the annual accumulation of urban funds in our account and the estimated cost of the project the gap was so wide that realistically VDOT did not see that project happening for twenty plus years. He stated that we had to look at the safety aspects to see whether we could receive safety funding that was analyzed and there was not any ultimately it got shelved. He stated that money was transferred to the Church Street Beautification Project. He stated that we have not heard anything officially from VDOT about those previous designs being resurrected. Ms. Oliver stated that she heard that it partially was resurrected. She stated that one of the things that was happening while VDOT was going through the process on whether or not they continue with that widening or whether they shelf it is when this was coming through. She stated that until they made a determination whether they are going forward or not with it we looked a couple of other options going through some of the neighborhoods that really did not get a whole lot momentum behind it so we just put it on hold. She stated that if VDOT would resurrect them then we would be glad to coordinate with them and open that up again. She stated that in the case of an urban setting like Church Street she did not think you would have to assume that if you widen the road you would have to undo your bike trail. She stated that is something that we can plan for in the development of the bike trail since it is going to PE as a separate segment. Mr. Stephenson stated that realistically based on where we were with the cost estimate to do the widening and sidewalk on both sides at the time he does not see that. He stated that it was forty years to accumulate the money. He stated that realistically he sees the town doing one multi-use trail and storm water improvements and that is about it. Mr. Stephenson stated that like Ms. Oliver said they plan for a potential widening in the future he does not see it being very realistic. Mr. Smith stated that you have already spent one million dollars in design and there will be more design money spent. He asked if the county has considered scraping this project. Ms. Oliver stated that has gone to the board several times in the last couple of years specifically do we appropriate additional funds every time we apply for grant money and move forward knowing there is going to be an additional match. She stated that it has been determined it is going to cost us an approximately \$1.4 to \$1.6 million if we move forward with our match and we get a bike trail. She stated that it will cost us approximately that, if we do not move forward and we pay back the eighty percent match that we have same amount from the federal

government. She stated that from our perspective as far along as we are there is a benefit to continuing otherwise we have to pay back all of the grant money we have already spent and we are in for the same amount without anything to show for it. Mr. Smith stated that there has been a lot of opposition to this project. He stated that he has seen bike trails all over Virginia and this one does not seem to fit the bill. He stated that he is having a hard time believing it is going to be beneficial especially with projected growth down Nike Park Road and Battery Park Road. Mrs. Tynes asked if the segment that is going to be in the Town of Smithfield is it the town responsible to do the maintenance for that segment. Ms. Oliver stated that the Battery Park Road segment that is in the town the county has agreed to take over the maintenance on Battery Park Road and Nike Park Road segment. She stated that both of those segments will be under the County's Park and Recreation department. She stated that we made that commitment at the beginning of the project several years ago. Ms. Oliver asked if Church Street is under the town maintenance. Mr. Stephenson stated that it depends some is under the town and some under VDOT. Ms. Oliver stated that it will depend on how it is design if it is VDOT's right-of-way and it was designed in the right-of-way then VDOT would maintain it. Mr. Smith stated that we had made a commitment to this project ten or fifteen years ago. Mr. Saunders stated that as he recalls in the year 2000 there was a resolution done to support a grant application for this project and in 2003 the town adopted the Battery Park Road corridor study which called for a multi-use path on the south side of Battery Park Road. He stated that in 2013 there was another Council resolution in support of either this project or something related to bike trails. He stated that in our 2009 Comprehensive Plan it shows part of a pedestrian and bike path on the south side of Battery Park Road. Dr. Cook stated that we were in a completely different world in the year 2000 than Isle of Wight County. He stated that things change over twenty years. He asked will the county refund the town the remaining balance if the project does not continue. Ms. Oliver stated that the county could not refund the money to the town because we cannot spend the money. She stated that the urban funds can only be used by the town in the town. She stated that if we would project manage that segment for you it would have to be under a MOU. Mr. Pack asked what type of material and how wide are the trails. Ms. Oliver stated that it is asphalt and the segments that we are putting on Battery Park Road and Nike Park Road is approximately eight to ten feet wide. She stated that we are able to narrow it to eight feet in certain circumstances to get around obstacles but actual it is ten feet. Mr. Pack stated that once you are at Farmers Bank you have a lot of businesses there how do you cross those safely. Ms. Oliver stated that they have not gone far enough to take a look at that because it has been on the shelf. She stated that you provide direct access and depending on how far the actual entrance to the road is you might help do some access management as we go through the corridor. Mr. Pack asked how far the trail sits off the road. Ms. Oliver stated it depends on the design and how you do the storm water. Mr. Gregory stated that we are less than thirty percent engineering on our section. He stated that lets say we are wrong and instead of \$1.2 million it is \$1.5 million dollars for the project. He stated that the advantage for the town is the money is set aside and we cannot use for anything else other than projects like this but there is not money in the

budget to add to the mix. He asked if the county has had that conservation at some point. Ms. Oliver stated it would be a better conservation to have once we have a solid thirty or sixty percent plans and a more solid number than we have now. She stated that we have not had that specific conversation. She stated that all the grant applications that the county has moved forward up to this point have included all three segments. She stated that our primary objective would be to finish all three segments and we would look to partner with the town in finding additional funds for that. Mr. Gregory asked that where there is already existing sidewalks for example the Villas of Smithfield and up to Royal Farms are you changing those sidewalks. Ms. Oliver stated that we will be widening those existing sidewalks. She stated that it is necessary because it is considered a pedestrian and bike trail and off road multi modal. She stated that it has two-way directional traffic it has to be a minimum of eight feet for safe passing. Mr. Gregory stated that will you be starting from scratch or chipping all that out. Ms. Oliver stated that it depends on the location if we are able to widening the existing sidewalk then it will have more of a sidewalk profile. She stated that if we are not able to do that and it has to be relocated which part of the Royal Farms piece does with that separation from the road it might look more like asphalt. She stated that we are still determining what that is because we are trying to get a waiver from VDOT. She stated that it seems a little redundant for us so we do not have firm grasp on exactly what it looks like in the existing areas. She stated that the sixty to hundred percent plans come back to the town for review so when we have those we would be able to give you a better idea. Mr. Williams stated that the county moves forward a long ways before the public has any input or knows about it a lot of times. He asked if the county has any plans to widen Nike Park Road. She stated that the Brewers Neck study was adopted through public meetings at the Planning Commission and the Board last year. She stated that they include Nike Park Road and putting a bike trail down both sides but those plans are twenty to thirty years out assuming funding falls in place. Mr. Williams asked is it possible to continue with this project from Church Street and Battery Park Road towards Nike Park Road without doing South Church Street segment. Ms. Oliver stated that we are moving forward with segment one and two without segment three regardless. She stated that once segment one and two are completed and the town did not want to pursue putting the sidewalk on South Church Street then we could reapply to re-scope the project with VDOT and consider the project closed. Mr. Stephenson stated that Council would need to direct him otherwise because the December 10, 2013 resolution which requested that VDOT reallocate accumulated urban funds for segment three and also authorize him to execute all document that is required by VDOT. He stated that it has not happened yet because we are trying to finish the Church Street issue. Mr. Riddick asked if the money for segment three is whatever the town brings to the table. Ms. Oliver stated that it is the town's money. Mr. Riddick stated that there is no money coming from anywhere else. Ms. Oliver stated that the federal and county money is on the other two segments to bring that to completion. Mr. Riddick stated that if you build segment three it is only because the town choose to build segment three with our money. Mr. Smith stated that he would like to wait to see what funds are available once the South Church Street Enhancement

Project is closed out. Mr. Saunders stated that the phases are really not separated on grant applications it is one big project. He stated that one of the things VDOT looks for in a project like this you have to connect two things together that are logical to connect together. He stated that if you pull segment three out could potentially affect the whole project to some degree. Ms. Oliver stated that you would not be able to pull segment three out. She stated that once segment one and two are completed and you determined that you want to follow a different track for segment three we would have to apply to VDOT to re-scope the project to eliminate segment three. Mr. Stephenson stated that staff at VDOT understands our situation. Ms. Oliver stated that she would suggest if the town wants to move forward you need to request a draft scope of work from Kimberly-Horn to nail down what that starting number is. Mr. Gregory stated that once the project is done we have connectivity from Windsor Castle to Royal Farms that does add value. He stated he does not have a problem with staying with our commitment to the project. Mayor Williams stated that his biggest concern is how South Church Street is going to look like with a ten foot sidewalk going down that side of the street that is already close to the businesses. Mr. Smith stated that he thinks we have enough information to continue forward in a safe manner without spending money we might possible not have with design phase of what it is going to cost then we can bring that back and then continue talks of where the sidewalk might need to go.

The meeting adjourned at 5:23 p.m.

August 31, 2015

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, AUGUST 25TH, 2015

The Public Buildings and Welfare Committee held a meeting on Tuesday, August 25th, 2015 at 4:29 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Dr. Milton Cook, Chair; Ms. Connie Chapman, and Mr. Michael G. Smith. Other Council members in attendance were Mrs. Denise Tynes, Mr. Randy Pack, Mr. Andrew Gregory, and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Peter M. Stephenson, Town Manager; Ms. Debbie Bennett, Records Management Assistant; Mr. William H. Riddick, III, Town Attorney; Mr. Wayne Griffin, Town Engineer; Mr. William Saunders, Planning and Zoning Administrator. Also in attendance were Mr. Rick Bodson of Smithfield 2020; Ms. Judy Winslow, Director of Tourism; Ms. Melissa Venable and Mr. Mark Gay. The media was represented by Ms. Alyse Stanley of 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 Update – Mr. Stephenson stated that the monthly report from Community Planning Partners was included in your packet. He stated that there were with a few highlights since you last met. He mentioned that we hosted a Fair Housing workshop at the Smithfield Center. He stated that it was kind of fitting since we made two efforts to go to the one in Virginia Beach last year that the instructor from Richard came here to present to our group alone. We did open it up to the public but no realtors or anyone else attended interestingly enough. He stated that we did close on one unit and two lots last week. He stated that obviously the big news is that we received one million dollars in grant funding for phase three there was an article in the Daily Press in that regard. He stated that the next Management Team meeting is September 8, 2015 at 4:00 p.m. He stated that we did request an extension on phase two because we originally were supposed to wrap everything I think by September. He stated that we have a couple of problem properties that Mr. Riddick is running up against with the lien and bankruptcy issue and what not. He stated that every phase is unique and this

one we have a couple that we are beating our heads up against the wall. He stated that at the end of the street we will be requiring 110 and 111 Carver Avenue next. Mr. Stephenson stated that despite the one million dollar award there is really no action for Council to take on this at this time. He stated that typically it is several months before we go under contract with state. He stated that if you remember from past process it probably would be December before they actual have a contract for Council to authorize him to accept. Dr. Cook asked if we have to file an extension for phase two. Mr. Stephenson stated that he did file for an extension and state staff has indicated that it would be accepted. Mrs. Tynes stated that they did approve us going with phase three even with the issue we had in phase two. Mr. Riddick stated that the older lady has passed away and the daughter does not have any proof that the loan was ever paid off and the mortgage company is out of business. He stated that foreclosure is going to fix it pretty soon because she has quit paying her mortgage. Mr. Smith stated that he knows that we have a number of houses that are ready for demolition why have they not been taken down. Mr. Stephenson stated that obviously Mr. Moody has been busy dealing with other issues. He stated that he explained to me that by the end of this week he promised him that he would get started on them. He stated that Mr. Moody physically does the demo not his staff. Mr. Stephenson stated that he will provide Mr. Moody in writing with a deadline on the demolition.

2. Main & Cary Rezoning and Comp Plan Amendment Application – Mr. Saunders stated that he will hand out a copy of the layouts but basically it is a snap shot in time and the same staff report that went to Planning Commission. He stated that it is the same exhibit it is just to explain the lots that are part of the application. He stated that as Mr. Riddick mentioned this is not intended to be your presentation prior it going to a public hearing. He stated that we are waiting for Council to decide what meeting you would like to have a public hearing and leading up to that will be a formal presentation on everything. He stated that an action required by Council to change the future land use map because the rezoning is not consistent with the way the current future land use map and the Comprehensive Plan shows this land. He stated that there is also action required by Council to change the future land use map. He stated that if you look at the exhibit that is shown you will see in red the outline parcels that are part of the application. He stated that currently the larger portion of that is labeled “P” and “R” which is Park and Recreation which is the current future land use designation for the majority of the land. He stated that you will see a few small lots next to the School House Museum that is currently a land use designation “D” for Downtown. He stated that there are a number of parcels in this application that is plus or minus fifty-eight acres. He stated that the application is for a single family detached residential subdivision of a maximum of one hundred and fifty-one single family homes. He stated that sometimes you will hear fifty-two homes but that includes the Pierce house. He stated that the reason he says this is a snap shot in time because there was about two hours of public comment at the Planning

Commission meeting. He stated that the applicant may revise their proposal by the time it comes to Council formally based on some of the input that they received. He stated that the other staff report is for the actual rezoning of the property. He stated that the exhibit shows the vast majority shown "C-C" Community Conservation that is our lowest density residential district in town for single family detached homes and it is the closest architectural district that we have in town. He stated that the smaller lots at the front part are "D" Downtown multi use zoning on Main Street. He stated that there is a little section across from the YMCA that is "DN-R" Downtown Neighborhood Residential currently on that larger parcel is split zoned. He stated that basically what they want to rezone this to the DN-R that you see adjacent to it. He stated that it encompass Cary Street, Grace Street, James Street, Washington Street, and the Riverview section. He stated that DN-R is what the vast majority of the residential zoning in the historic district currently is and it will accommodate up to five homes per acre. He stated that this proposal does not offer that density and does not propose that density. He stated that the future land use that they are going for is suburban residential that would accommodate the downtown neighborhood residential zoning. He stated that again this is going to be a conditional rezoning to some degree they are going to need to stay in substantial conformity of what their proposal is. He stated that even though downtown neighborhood residential may allow up to five lots per acre what they proffer to put on there may only be three lots per acre and that is what they are bound to. He stated that the lot size is over what it needs to be to for DN-R and the density that they propose is less what it needs to be for DN-R. He stated that you need to keep in mind that number of homes per acre is net developable that is not gross. He stated that out of the fifty-eight acres if twenty acres of it is right-of-ways, green space, and storm water ponds they are really taking the forty-eight left over then they determine the density on that. He stated that it is not saying fifty-eight acres times five units or fifty-eight acres times three units. He stated that it is not that simple it is more restricted than that. He stated that they would have to take out the developable area and net it out then that is where the density comes in. He stated that we are looking for you guidance on when to schedule the public hearing and advertise. Dr. Cook asked how many houses per acre you can put in Community Conservation zoned area. Mr. Saunders stated that you can put one house per acre. He stated that you cannot do a large subdivision in there only family or small subdivision up to five or six homes. He stated that C-C zoned you could not go in there and develop that whole piece with one house per acre. He stated that you would still have to take it to like neighborhood residential but then you condition yourself to only one house per acre. He stated that he thinks neighborhood residential accommodates up to three homes per acre. Mrs. Tynes asked if the development goes forward will it look similar to Goose Hill. He stated that it will look similar to other areas of the historic district such as parts of James Street and Cary Street. He stated that we are talking maybe seven thousand square foot lots. He stated that the Planning Commission recommends denial on both actions to Town Council. Mr. Riddick stated that you need to ask the developer if they are ready to proceed and if they are ready to proceed then you should schedule your public hearing. He stated that you do not have to take action once you have your public hearing for a year. He stated that if

there is going to be any big changes it needs to be brought to our attention before we advertise. Mr. Saunders stated that any changes in the proffers we should have ten days prior to the public hearing. Mr. Riddick stated that Virginia has conditional rezoning which means they are not asking for everything that they can do in this district what they are saying we want to do a specific project and we are willing to put our conditions on this to make you look at our project favorably. He stated that it may include limitation on the number of homes, design considerations, and cash proffers things like that. He stated that they can offer that you can either accept it or reject it but you cannot tell them to change it. Dr. Cook stated if a developer changes their plans significantly then it would go back to the Planning Commission. Mr. Riddick stated that you can send it back to the Planning Commission but you still need to have a public hearing at your level because it has already been to them. Ms. Venable stated that she would like to have the ability to present the project to Town Council before the public hearing. She stated that there was some confusion at the Planning Commission meeting. She stated that after receiving all the comments from the Planning Commission and public that they were not able to address them and she would like the ability to resubmit the application. She stated that she would like a work shop to be able to narrow down what is important and the priorities. She stated that they thought the priority was the Pierceville manor house and that was a proffer that changed along the way to make sure moth balling happen within ninety days of our application approval and then restoration of the manor house done in a year prior to us asking for a single certificate of occupancy. She stated that we know what we can proffer and we know there is a certain point we can get to but we cannot go any further. She stated that there were so many questions we would have like to address and then come back but we were denied. She stated that there off site water lines and pump station that are being proposed as part of this project. She stated that there is a big drainage problem on Main Street that we could fix. She stated that there are a lot of good things that can come with a hundred and fifty-one houses. She stated that she would like to make the best application we can make prior to you voting on it. Mr. Riddick stated that it is your obligation to put the best deal on the table. He stated that we are following the process. He stated that the Council will give you a very fair opportunity but the clock starts ticking. He stated that the first time it went to the Planning Commission they were under a hundred day time clock. He stated that if you do not want this to be heard at the October meeting then you should request additional time. He stated that there may be an opportunity for a work session because they may want to get into a depth discussion about it. He stated that we are not going to turn this into a question and answer session with everybody. He stated that the Town Council would have the opportunity to ask you questions about your project. He stated that once the Town Council has held their public hearing they can take additional time for fact finding and consideration. Ms. Venable stated that she had a very short time frame to respond to the package of comments that were received. She stated that we should have the ability to respond to those comments before a fair decision is made. Dr. Cook stated that we will not necessarily be voting on the public hearing day. Mr. Riddick stated that if you think you need additional time they are not going to force you to go to public hearing in October. Ms. Venable stated that she

does not think she needs additional time if the work session is the appropriate thing to ask for between now and October to be able to address some unanswered questions. Mr. Stephenson stated that typically we come back for a pre-public hearing discussion at this level. Mr. Riddick stated that it would then go to a public hearing. He stated that once the public hearing has been held after that if they want to have a work session that is fine. Mr. Riddick stated that they have to have an opportunity to hear not just your side but all sides in order to put the whole project into perspective. He stated that if they have question as result of the public hearing that would be the appropriate time to sit down and digest everything that you heard and try to get answers to your questions. Dr. Cook stated that if we have a public hearing in October can the plans change after that public hearing. He stated that we need to have a public hearing before we have a work session. Ms. Venable stated that what she is afraid of is making that presentation and quickly getting a denial without the new package being completely seen and digested. She asked if that October meeting be a public hearing with a presentation without a vote. Mr. Riddick stated that they do not make promises like that. He stated that you should put your packet together in the form that you think is your best case. He stated that if as result of that they think it is deficient or suggest things you might want to change they might suggest continuing it to give you that opportunity. Mr. Riddick stated that you are asking the Board of Historic and Architectural Review if your designs are appropriate for the historic district. Mr. Saunders stated that just for the record the reason he proposed to take that to the historic board because it is first big subdivision we have had in the historic district. Mr. Riddick stated that if the historic board says they are all inappropriate you can still vote to approve it. Mrs. Tynes stated is it possible for her to come back next month to this meeting for us to see the drawings. Mr. Riddick stated that there needs to be a pre-public hearing briefing at this level. Mr. Saunders stated that it depends on how you count the days the committee meeting before the October Council meeting is either ten or eleven days. Mr. Riddick stated that he would suggest having the final proffers in before the committee meeting. Mr. Stephenson stated that the committee agenda materials will be going to Council on September 25th. He stated that in October the Council meeting is one day later than normal it is on a Wednesday. He stated that it was a conflict on that day when Council adopted their meeting schedule for the whole year. Mr. Riddick stated that he dislikes having a public hearing on a night that is not a regular scheduled meeting. Mr. Pack stated that we can have the public hearing at our November 3rd Council meeting. Mr. Stephenson stated that October Committee meetings are the 26th and 27th and this committee would be on the 27th. He stated that the public hearing will be at the regular Council meeting the first Tuesday of November.

Meeting adjourned at 6:15 p.m.

**SMITHFIELD POLICE DEPARTMENT
MANAGER'S REPORT
AUGUST 2015**

Committees and Projects:

07/27 NNO mtg regarding placing of banners in Town – Main Street Baptist Church – Kurt Beach
07/29 Hampton Roads Crime Prevention mtg – Chesapeake – Kurt Beach
07/29 VCIN Pre-Audit – PD – Kristi Jenkins
07/31 NNO mtg – Main Street Baptist – Sgt. Meier, Kurt Beach
07/31 Workplace Violence Subcommittee mtg – Sgt. Miller
08/03 Stephanie Pack started work at PD in Records Management
08/05 Department Head mtg – Center – Deputy Chief Howell
08/05 Safety Committee mtg – Sgt. Miller
08/10 VCIN Audit – PD – Kristi Jenkins
08/11 Meeting with new School Superintendent Dr. Thornton – School Board office – Chief Bowman
08/17 Mtg with Ms. Ira Robertson re C.H.I.P. – PD – Kurt Beach
08/18 Business Security Assessment – L & L Marine, Pinewood Heights – Kurt Beach
08/18 Crime Line mtg – Center – Sgt. Meier, Kurt Beach, Annette Crocker
08/19 Department Head – Town Hall – Deputy Chief Howell
08/20 Promotional Lead Instructor Interviews – HRCJTA – Deputy Chief Howell
08/24 Police Committee mtg – Center – Chief Bowman, Deputy Chief Howell
08/25 National Night Out post meeting – PD – Kurt Beach
08/26 Regional Robbery Investigative meeting – Center – Lt. Valdez, Sgt. Meier
08/26 Hampton Roads Crime Prevention meeting – Newport News – Kurt Beach
08/28 Convocation – Smithfield High School – Chief Bowman

Training

08/14 Federal Constitutional Law Review and Update – HRCJTA – Sgt. Araojo, Officer Wright (8 hrs.)
08/24 – 26/ Patrol Rifle Operator – Suffolk PD – Officer Adams (24 hrs.)

In-House Training

08/04 CPR Training – Isle of Wight Rescue Squad – Officer Adams, Sgt. Brady, Officer Fordham, Officer R. Howell, Sgt. Meier, Sgt. Miller, Stephanie Pack, Officer Phillips Lorrie Porter, Officer Powell, Officer Seamster (6 hrs.)
08/06 CPR Training – Isle of Wight Rescue Squad – Sgt. Araojo, Officer Bancroft, Kurt Beach, Chief Bowman, Officer Cook, Annette Crocker, Deputy Chief Howell, Kristi Jenkins, Officer Johnson, Sgt. Jones, Lt. Rogers, Officer Wooley, Officer Wright (6 hrs.)
08/26 VCIN Recertification – PD – Lt. Rogers, Stephanie Pack, Annette Crocker (4 hrs.)

Community Relations

08/01 Played football with kids – Old Jersey Park – Officer Wooley
08/01 Farmers Market – Bike – Officer Seamster
08/02 Cyclist time trial – Officer R. Howell
08/02 Gave kids candy and showed patrol cars – Pinewood Heights and Jersey Park
Apartments – Officer Wooley, Officer Wright
08/03 - 31 Pop Warner Football – Smfd High – Sgt. Jones, Officer Powell
08/04 National Night Out – Main Street Baptist – PD
08/05 Talking with children – Old Jersey Park – Officer Wright
08/10 Speaking with children – Lakeside – Officer Johnson
08/12 Ride Along – Superintendent Thornton – Chief Bowman
08/13 Out with children – Jersey Park Apts. – Officer R. Howell
08/14 Out with two children and parent – Beale Park – Officer Miller
08/16 Played basketball with children – Officer Powell
08/16 Gave out 7-11 slurpee coupons – Cedar Street Apts – Sgt. Jones
08/17 Playing basketball with children – Smfd Blvd – Officer Wooley
08/19 Showing children police car – Main Street/Institute Street – Officer Wooley
08/22 Child's Birthday Party – Cypress Creek – Officer Anderson
08/23 Ride Along – Sean Gay – Officer Fordham
08/25 Neighborhood Watch meeting – Smithfield Manor - Officer Powell
08/26 Residential Crime Prevention/Security Assessment – Grace Street – Officer
Seamster

Investigations:

Case#: 2015-00635
Location: 7-Eleven (W Main St)
Offense: Robbery
Disposition: Pending

On 8/4/15 an unknown male walked into 7-Eleven pointed a gun at the clerk and demanded money and cigarettes. The suspect fired one shot into the ceiling as he left the business. Nobody was hurt during the robbery. The suspect fled on foot from the business. Investigation is pending.

Case#: 2015-00693
Location: Commuter Lot
Offense: Assist IOW (Shooting)
Disposition: Cleared

On 8/22/15 officers responded to the Commuter Parking Lot for a shooting victim from a shooting in Isle of Wight County. The victim had been shot in the arm through and through. The wound was spurting blood and the victim had already lost a lot of blood. The officer put a tourniquet on the victim to stop the blood loss until medics could arrive. The scene was then turned over to the Sheriff's Office.

Case#: 2015-000699
Location: 508 King Ct
Offense: Burglary
Disposition: Pending

On 8/25/14 officers were called out to 508 King Ct for a burglary in progress. The caller saw people in the home. When officers got on scene the suspects fled on foot out the rear of the home into the woods. The suspects left behind a stolen van from York County. Inside the van were contents from four purses. Also found were some items from B&E's from Hampton and Newport News.

Smithfield Center - August 2015 - Monthly Report

Booking Date	Building Code	Room Code	Group	Event Name	Group City	How did you hear about us	Pricing Plan	Discount Percent	Venues	Town Services
8/1/2015	Center	MHSu	Morris Hall	Andria Hall Appreciation Dinner	Smithfield	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%	\$1,400.00	
8/3/2015	Center	MHSu	Brooking and Culp Wedding and Reception	Brooking and Culp Wedding and Reception	Newport News	Word of Mouth	C.) Standard-Weekday	0.00%	\$1,077.79	
8/4/2015	Center	A&B	Town of Smithfield	Town Council	Smithfield	Town Event	h.) Town	100.00%		
8/4/2015	Center	C&D	Windsor Castle Foundation Board	WCFB Meeting		Town Event	h.) Town	100.00%		
8/5/2015	Center	A&B	Smithfield Foods Corporate a	Smithfield Foods Intern Presentation Rehearsal	Smithfield	Returning Client	D.) Resident -Weekday	100.00%		
8/5/2015	Center	C&D	Town of Smithfield	Staff Meeting	Smithfield	Town Event	h.) Town	100.00%		
8/6/2015	Center	A&B	Smithfield Foods Corporate a	Smithfield Foods Intern Presentations	Smithfield	Returning Client	D.) Resident -Weekday	0.00%	\$200.00	
8/6/2015	Center	MH	Town of Smithfield	Fair Housing Seminar	Smithfield	Town Event	h.) Town	100.00%		
8/7/2015	Center	MHSu	Dignard-McMahon Wedding & Reception	Dignard-McMahon Wedding & Reception	Chesapeake	Word of Mouth	(none)	0.00%	\$2,006.91	
8/8/2015	Center	MH	Gardner and Graham Reception	Gardner and Graham Reception	Carrollton	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%	\$1,300.00	
8/9/2015	Center	MHSu	Davis and Owens Wedding and Reception	Davis and Owens Wedding and Reception	Carteret	Word of Mouth	A.) Standard-Fri, Sat, Sun	0.00%	\$2,100.00	
8/10/2015	Center	MH	Anderson-Fryer Reception	Anderson-Fryer Reception	Williamsburg	Word of Mouth	(none)	0.00%	\$400.00	
8/11/2015	Center	A&B	Town of Smithfield	Planning Commission	Smithfield	Town Event	h.) Town	100.00%		
8/11/2015	Center	C&D	VDOT-Local Assistance Division	VDOT Public Workshops	Richmond	Returning Client	C.) Standard-Weekday	0.00%	\$200.00	
8/12/2015	Center	C&D	Town of Smithfield	Crimeline Meeting	Smithfield	Town Event	h.) Town	100.00%		
8/13/2015	Center	MHSu	Dominion Virginia Power	Dominion Safety Meeting	Richmond	Recurring Event	D.) Resident -Weekday	0.00%	\$600.00	
8/14/2015	Center	Deck	Griffin and Silverman Wedding and Reception	Griffin and Silverman Wedding and Reception	Suffolk	Word of Mouth	Nonresident-Saturday	0.00%	\$1,690.80	
8/17/2015	Center	MH	Farm Bureau Insurance Company	Farm Bureau Annual Dinner	Smithfield	Returning Client	D.) Resident -Weekday	0.00%	\$400.00	
8/18/2015	Center	A&B	Town of Smithfield	Schoolhouse Committee	Smithfield	Town Event	h.) Town	100.00%		
8/18/2015	Center	A&B	Town of Smithfield	Crime Line Meeting	Smithfield	Town Event	h.) Town	100.00%		
8/18/2015	Center	C&D	Smithfield Foods Corporate a	Smithfield Demand and Supply Planning	Smithfield	Returning Client	D.) Resident -Weekday	0.00%	\$268.90	
8/19/2015	Center	MHSu	Smithfield Foods Executive Offices	Smithfield Foods Town Hall Set	Smithfield	Returning Client	D.) Resident -Weekday	20.00%		
8/20/2015	Center	MHSu	Smithfield Foods Executive Offices	Smithfield Foods Town Hall Meeting	Smithfield	Returning Client	D.) Resident -Weekday	20.00%	\$960.00	
8/22/2015	Center	MHSu	Lleva and Bush Reception	Lleva and Bush Reception	Smithfield	Word of Mouth	B.) Resident-Fri, Sat, Sun	0.00%	\$1,550.00	
8/24/2015	Center	A&B	Town of Smithfield	Committee Meetings	Smithfield	Town Event	h.) Town	100.00%		
8/24/2015	Center	C&D	Colonial Behavioral Health	Colonial Behavioral Health Meeting	Williamsburg	Word of Mouth	Non Profit	0.00%	\$450.00	
8/26/2015	Center	C&D	Town of Smithfield	Regional Robbery Investigators	Smithfield	Town Event	h.) Town	100.00%		
8/29/2015	Center	MHSu	Spital-Combs	Spital-Combs Reception	Smithfield	Word of Mouth	Resident-Saturday	50.00%	\$600.00	
8/31/2015	Center	Suites	Surry Nuclear Power Plant	Surry Power Management Retreat	Surry	Returning Client	C.) Standard-Weekday	0.00%	\$426.50	

\$15,630.90

Smithfield Center - Deposit Totals \$9,822.39

Town Services - Deposit Totals \$45.00

August 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
						Shelby-Kayaks 1:00 PM - 9:00 PM MHSu 4:00 PM Andria Hall Appreciation Dinner
2	3	4	5	6	7	8
Shelby-Kayaks 9:00 AM - 2:00 PM Town Streets 9:00 AM Celerity Cycling Time Trials	12:00 PM - 11:00 PM MHSu 4:30 PM Brooking and Culp Wedding and Reception	5:00 PM - 6:30 PM C&D 5:30 PM WCFB Meeting 7:00 PM - 10:00 PM A&B 7:30 PM Town Council	1:00 PM - 2:00 PM A&B 1:00 PM Smithfield Foods Intern Presentation Rehearsal 1:30 PM - 4:00 PM C&D 2:00 PM Staff Meeting	7:00 AM - 2:00 PM A&B 11:00 AM Smithfield Foods Intern Presentations 9:00 AM - 3:00 PM MH 10:00 AM Fair Housing Seminar	Shelby's Last Day Lift Inspection 1:00 PM - 11:30 PM MHSu 7:00 PM Dignard-McMahon Wedding & Reception	Lisa Off 2:00 PM - 10:00 PM MH 5:00 PM Gardner and Graham Reception
9	10	11	12	13	14	15
1:00 PM - 11:00 PM MHSu 4:00 PM Davis and Owens Wedding and Reception	Amy Off 12:30 PM - 10:30 PM MH 5:00 PM Anderson-Fryer Reception	8:00 AM - 3:00 PM C&D 8:00 AM VDOT Public Workshops 6:00 PM - 8:30 PM A&B 6:30 PM Planning Commission	4:00 PM - 9:00 PM C&D 6:00 PM Crimeline Meeting	6:00 AM - 5:00 PM MHSu 8:00 AM Dominion Safety Meeting	Backflow work on fire line 5:30 PM - 6:30 PM Deck 5:30 PM Griffin and Silverman Wedding and Reception	1:00 PM - 12:00 AM MHSu 6:00 PM Griffin and Silverman Wedding and Reception
16	17	18	19	20	21	22
	Courtney Off at 1 PM 3:00 PM - 11:00 PM MH 6:00 PM Farm Bureau Annual Dinner	4:30 PM Crowd Control Training 8:00 AM - 12:00 PM C&D 9:00 AM Smithfield Demand and Supply Planning 8:30 AM - 11:00 AM A&B 9:00 AM Schoolhouse Committee 11:30 AM - 2:00 PM A&B 12:00 PM Crime Line Meeting	1:00 PM - 5:00 PM MHSu 1:00 PM Smithfield Foods Town Hall Set	7:00 AM - 2:00 PM MHSu 10:00 AM Smithfield Foods Town Hall Meeting		12:00 PM - 11:00 PM MHSu 5:00 PM Lleva and Bush Reception

August 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	29
	<p>Amy Off 8:00 AM - 5:00 PM C&D 8:30 AM Colonial Behavioral Health Meeting 3:30 PM - 6:00 PM A&B 4:00 PM Committee Meetings</p>	<p>Amy Off Herbert Off 3:30 PM - 6:00 PM A&B 4:00 PM Committee Meetings</p>	<p>Amy Off Herbert Off 11:30 AM - 1:30 PM C&D 12:00 PM Regional Robbery Investigators</p>	<p>Amy Off Herbert Off 8:00 AM - 5:00 PM C&D 8:30 AM Colonial Behavioral Health Meeting</p>	<p>Amy Off Herbert Off</p>	<p>Amy Off Calvin Off Herbert Off 10:00 AM - 7:00 PM Courtyard 10:00 AM White Wedding Ceremony (small) 2:00 PM - 12:00 AM MHSu 6:00 PM Spital-Combs Reception</p>
30	31					
<p>Amy Off Lisa Off</p>	<p>6:00 AM - 6:00 PM Suites 6:00 AM Surry Power Management Retreat</p>					

Smithfield/Isle of Wight Tourism Activity Report –AUGUST 2015

- Director attended BOS meeting 8/27/15.
- Director did not attend Smithfield Town Council Meeting 8/4/15.
- Director out on medical leave until 8/12/15.
- Marketing and PR Manager attended VACVB Quarterly Meeting in Staunton 8/6-7/15. Excellent training sessions!
- Attended Historic Saint Luke's Board Meeting 8/12/15.
- VOICES from the ISLE Executive Committee 8/13/15, 8/17/15, and 8/28/15.
- Met with Coastal Virginia Magazine 8/13/15.
- Held first "live" HAM CAM tourism minute on the web 8/13/15. Museum will be broadcasting a Museum Minute on every Tuesday at 12:05 p.m. and Tourism will be broadcasting a Tourism Minute on every Thursday at 12:05 p.m. to highlight something special going on!
- Christmas in Smithfield Antique Show and Homes Tour meeting 8/14/15.
- Farmer's Markets continue every Saturday in AUGUST. Voted BEST Farmer's Market GOLD again this year!!!! Carrollton markets continue through the end of the month on Wednesdays.
- Tourism Department Staff meeting 8/17/15.
- VA-1 Professional Development Team conference call 8/17/15. Working on putting together the agenda for the upcoming VA-1 State Tourism Conference.
- Met with Surry Tourism regarding new Visitor Center and partnerships 8/18/15 and 8/25/15.
- Met with Tidewater News 8/18/15.
- Attended Coastal Virginia Tourism Alliance Executive Board meeting 8/19/15.
- Attended Smithfield VA Events meeting 8/20/15 and 8/25/15. Bacon, Bourbon & Beach Music Fest upcoming October 3, 2015. Plans are well along!

- Attended Historic Garden Week planning meeting 8/20/15. Tour will be in Isle of Wight April 23, 2016.
- Met with Chamber 8/24/15 regarding upcoming events.
- Met with Christiana Timbone regarding Stoop Property recreational feasibility 8/24/15.
- Attended County Land Use meeting and Community Development meeting 8/26/15.
- Held meeting for new LOVE VA Art Show (2017) 8/26/15.
- Staff attended IOW Wellness Committee 8/27/15.
- Attended Chamber Student Leadership Institute meeting at Smithfield Foods 8/28/15.
- Attended County Staff Meeting 8/31/15.
- Attended Council committee meeting 8/25/15.
- Information/Wedding bags delivered: 174
- Tours Hosted: 4 Tours (mostly FAM) 72 people.
- Staff attended Smithfield Staff Meeting 8/19/15.
- Tourism Facebook postings and tweets throughout month.
- 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.
- New website blog launched this month!

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

ZONING PERMITS JULY 2015

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
6515	CARPORT	WILLOW OAKS	303 FOREST VIEW LANE	TED FRANKS
6516	SINGLE FAMILY DWELLING	JERSEY PARK	718 W. MAIN STREET	ROBERT CRAWLEY
6517	SINGLE FAMILY DWELLING	SMITHFIELD MANOR	208 MONTICELLO COURT	SMITHFIELD COMMONS DOMINION BUILDING CORP.
6518	SINGLE FAMILY DWELLING	SMITHFIELD MANOR	210 MONTICELLO COURT	SMITHFIELD COMMONS DOMINION BUILDING CORP
6519	SINGLE FAMILY DWELLING	SMITHFIELD MANOR	212 MONTICELLO COURT	SMITHFIELD COMMONS DOMINION BUILDING CORP
6520	SINGLE FAMILY DWELLING	SMITHFIELD MANOR	214 MONTICELLO COURT	SMITHFIELD COMMONS DOMINION BUILDING CORP
6521	SINGLE FAMILY DWELLING	SMITHFIELD MANOR	216 MONTICELLO COURT	SMITHFIELD COMMONS DOMINION BUILDING CORP
6522	SIGN PERMIT	MASON MARTIAL ARTS ACADEMY	1402 A S. CHURCH STREET	VERNON MASON
6523	ADDITION	GRIMESLAND	1202 WILSON ROAD	BUPPERT E. R. LENZ CONTRACTING INC.
6524	ABOVE GROUND POOL	MOONE PLANTATION	144 LANE CRESCENT	DAVIES
6525	DECK	JERSEY PARK	720 MAIN STREET	WILLIAMS
6526	SIGN PERMIT	WENDY'S	1201 BENNS CHURCH BLVD.	WENDY'S DICK SHIVELY



FEMA

AUG 19 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Peter Stephenson
Manager, Town of Smithfield
Post Office Box 246
Smithfield, Virginia 23431

Dear Mr. Stephenson:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Town of Smithfield, Virginia, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on December 2, 2015; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(e).

As noted in FEMA's letter dated June 2, 2015, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Isle of Wight County. Therefore, the Town of Smithfield should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Town of Smithfield will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Virginia Department of Conservation and Recreation, Division of Dam Safety and Floodplain Management. You may contact Charley Banks, CFM, the NFIP State Coordinator, by telephone at (804) 371-6135, in writing at 600 East Main Street, 24th Floor, Richmond, Virginia 23219, or by electronic mail at charley.banks@dcr.virginia.gov.

The FEMA Regional staff in Philadelphia, Pennsylvania, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the Town of Smithfield and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (215) 931-5500 or in writing. Please send your written inquiries to the Director, Federal Insurance

Peter Stephenson

AUG 19 2015

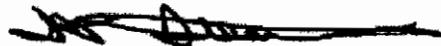
Page 2

and Mitigation Division, FEMA Region III, at 615 Chestnut Street, One Independence Mall, Sixth Floor, Philadelphia, Pennsylvania 19106-4404.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until December 2, 2015, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by December 2, 2015. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,



David H. Stearrett, CFM, Chief
Floodplain Management Branch
Federal Insurance and Mitigation Administration

cc: MaryAnn Tierney, Regional Administrator, FEMA Region III
Charley Banks, CFM, NFIP State Coordinator, Virginia Department of Conservation
and Recreation, Division of Dam Safety and Floodplain Management



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Town of Smithfield, Virginia.
- **“Data”** means the data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for Tyler Content Manager, if licensed, as identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Concurrent Users”** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are five (5).
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to



access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- “**SLA**” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “**Support Call Process**” means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “**Third Party End User License Agreement(s)**” means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software and related interfaces identified in the Investment Summary.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. License Rights and Restrictions.

- 1.1. We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. Access to the Tyler Software will be provided under the terms of the SLA.

2. Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You further agree to pay us the SaaS Fees set forth in the Investment Summary which are also payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. **The Tyler Software is licensed, not sold.**
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices, logos, copyright notices,

and similar markings on all such copies.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our then current Support Call Process.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from November 1, 2015, unless earlier

terminated as set forth herein. After October 31, 2018, this Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We reserve the right to increase SaaS Fees if our costs to provide the SaaS Services increase. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.



- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund the unused SaaS Fees. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE THEN CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1).**

4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable U.S. taxes to the proper U.S. authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written

notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

21. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | DocOrigin End User License Agreement |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP & Schools Division

Town of Smithfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Town of Smithfield
P.O. Box 246
Smithfield, VA 23431
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the Town of Smithfield, under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

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Quoted By: Phil Sharp
 Date: 8/20/2015
 Quote Expiration: 8/31/2015
 Quote Name: ERP-2015 Munis Migration
 Quote Number: 2015-12325
 Quote Description: ERP-2015 Munis Migration

Sales Quotation For
 Town of Smithfield
 P.O. Box 246310 Institute St.
 Smithfield, Virginia 23431
 Phone (757) 365-4200

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Other:				
Concurrent Users (5)	\$5,000.00	3.0	\$15,000.00	0
SaaS Maintenance - Accounting/GL/BG/AP	\$4,140.00	3.0	\$12,420.00	0
SaaS Maintenance - Fixed Assets	\$1,584.00	3.0	\$4,752.00	0
SaaS Maintenance - HR Management	\$1,386.00	3.0	\$4,158.00	0
SaaS Maintenance - Payroll w/ESS	\$2,898.00	3.0	\$8,694.00	0
SaaS Maintenance - Tyler Reporting Services	\$2,250.00	3.0	\$6,750.00	0
SaaS Maintenance - Accounts Receivable	\$1,386.00	3.0	\$4,158.00	0
SaaS Maintenance - Business Licenses	\$1,188.00	3.0	\$3,564.00	0
SaaS Maintenance - Central Property File	\$0.00	3.0	\$0.00	0
SaaS Maintenance - Citizen Self Service	\$1,386.00	3.0	\$4,158.00	0
SaaS Maintenance - General Billing	\$594.00	3.0	\$1,782.00	0
SaaS Maintenance - Munis Office	\$990.00	3.0	\$2,970.00	0
SaaS Maintenance - Permits & Code Enforcement	\$2,640.00	3.0	\$7,920.00	0
SaaS Maintenance - Role Tailored Dashboard	\$0.00	3.0	\$0.00	0

SaaS Maintenance - Tyler Forms Processing	\$3,000.00	3.0	\$9,000.00	0
SaaS Maintenance - UB Meter Read Interface	\$990.00	3.0	\$2,970.00	0
SaaS Maintenance - Utility Billing CIS	\$2,592.00	3.0	\$7,776.00	0
SaaS Maintenance - VA Income Tax	\$0.00	3.0	\$0.00	0
SaaS Maintenance - VA Motor Vehicle Tax	\$0.00	3.0	\$0.00	0
SaaS Maintenance - VA Tax	\$5,500.00	3.0	\$16,500.00	0
TOTAL:	\$37,524.00		\$112,572.00	0

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$11,500.00	6 @ \$1,275.00	\$7,650.00	\$4,000.00	\$23,150.00	\$0.00
Fixed Assets	\$4,400.00	2 @ \$1,275.00	\$2,550.00	\$3,000.00	\$9,950.00	\$0.00
Payroll/HR:						
Payroll w/ESS	\$16,100.00	5 @ \$1,275.00	\$6,375.00	\$5,300.00	\$27,775.00	\$0.00
HR Management	\$7,700.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$14,075.00	\$0.00
Revenue:						
Tax Billing	\$11,000.00	10 @ \$1,275.00	\$12,750.00	\$16,500.00	\$40,250.00	\$0.00
Utility Billing CIS	\$7,200.00	9 @ \$1,275.00	\$11,475.00	\$8,700.00	\$27,375.00	\$0.00
Permits & Code Enforcement	\$6,600.00	7 @ \$1,275.00	\$8,925.00	\$7,000.00	\$22,525.00	\$0.00
Business License	\$3,300.00	3 @ \$1,275.00	\$3,825.00	\$7,500.00	\$14,625.00	\$0.00
Accounts Receivable	\$3,850.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$6,400.00	\$0.00
General Billing	\$1,650.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$4,200.00	\$0.00
UB Interface	\$2,750.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$5,300.00	\$0.00
VA Motor Vehicle Decal	\$1,650.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$4,200.00	\$0.00
VA Income Tax	\$1,650.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$4,200.00	\$0.00
Central Property File	\$1,650.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$2,925.00	\$0.00
Productivity:						
Tyler Forms Processing	\$7,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$7,500.00	\$0.00
Role Tailored Dashboard	\$2,750.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$5,300.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Reporting Services	\$4,500.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,050.00	\$0.00
Citizen Self Service	\$3,850.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$5,125.00	\$0.00
Munis Office	\$2,750.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$4,025.00	\$0.00
Sub-Total:	\$102,350.00		\$81,600.00	\$52,000.00	\$235,950.00	\$0.00
<i>Less Discount:</i>	<i>\$97,350.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$97,350.00</i>	<i>\$0.00</i>
TOTAL:	\$5,000.00	64	\$81,600.00	\$52,000.00	\$138,600.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$5,000.00	\$0.00	\$5,000.00
Tyler Forms Library - Business License	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Library - Financial	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Permits	1	\$1,500.00	\$0.00	\$1,500.00
Tyler Forms Processing Configuration	1	\$1,500.00	\$0.00	\$1,500.00
Tyler Forms Library - State Tax - 5 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Tyler Forms Library - Utility Billing	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$2,000.00	\$2,000.00
Sub-Total:				\$21,000.00
<i>Less Discount:</i>				<i>\$2,000.00</i>
TOTAL:				\$19,000.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$37,524.00
Total Tyler Software	\$5,000.00	\$0.00
Total Tyler Services	\$152,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$159,250.00	\$37,524.00
Contract Total	\$271,822.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$1,000.00	\$0.00	\$1,000.00
Accounting Opt 2 - Budgets	\$1,000.00	\$0.00	\$1,000.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Business License Opt 1 - Bills	\$3,000.00	\$0.00	\$3,000.00
Business License Std Master	\$4,500.00	\$0.00	\$4,500.00
Fixed Assets Opt 1 - History	\$1,000.00	\$0.00	\$1,000.00
Fixed Assets Std Master	\$2,000.00	\$0.00	\$2,000.00
Payroll - Option 1 Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Permits and Code Enforcement - Option 1	\$3,000.00	\$0.00	\$3,000.00
Permits and Code Enforcement - Option 2	\$2,000.00	\$0.00	\$2,000.00
Permits and Code Enforcement - Standard	\$2,000.00	\$0.00	\$2,000.00
Real Estate - Option 1 Tax Sale	\$4,500.00	\$0.00	\$4,500.00
Real Estate - Standard	\$12,000.00	\$0.00	\$12,000.00
Utility Billing - Option 1 Services	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Option 2 Assessments	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Option 3 Consumption History	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Standard	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$52,000.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Inventory	\$4,400.00	3 @ \$1,275.00	\$3,825.00	\$2,400.00	\$10,625.00	\$0.00
Purchase Orders	\$4,400.00	2 @ \$1,275.00	\$2,550.00	\$1,800.00	\$8,750.00	\$0.00
Requisitions	\$2,750.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$5,300.00	\$0.00
TOTAL:	\$11,550.00	7	\$8,925.00	\$4,200.00	\$24,675.00	\$0.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory Std Master	\$2,400.00	\$0.00	\$2,400.00
Purchase Orders - Standard	\$1,800.00	\$0.00	\$1,800.00
TOTAL:			\$4,200.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Assets	\$4,400.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00

Payroll/HR:

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll w/ESS	\$16,100.00	\$16,100.00	\$0.00	\$0.00	\$0.00	\$0.00
HR Management	\$7,700.00	\$7,700.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue:						
Tax Billing	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Billing CIS	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Permits & Code Enforcement	\$6,600.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Business License	\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Receivable	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$0.00	\$0.00
General Billing	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00
UB Interface	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
VA Motor Vehicle Decal	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00
VA Income Tax	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00
Central Property File	\$1,650.00	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00
Productivity:						
Citizen Self Service	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$0.00	\$0.00
Munis Office	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Role Tailored Dashboard	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Forms Processing	\$7,500.00	\$2,500.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Tyler Reporting Services	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$102,350.00	\$97,350.00	\$5,000.00	\$0.00	\$0.00	\$0.00

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

Business license library includes: 1 business license and 1 renewal application.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Comments

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.



EXHIBIT B Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the products and services set forth in the Investment Summary of your Software as a Service Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

Invoicing: We will invoice you for the applicable products and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Software as a Service Agreement.

1. **License Fees.** Tyler shall invoice Client \$5,000 on the date when we make the applicable Tyler Software available to you for downloading ("Available Download Date"). Such sum equals 100% of the Tyler software license fees.
2. **SaaS Fees.** SaaS Fees for year one (\$37,524) are invoiced quarterly in advance, beginning on November 1, 2015. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date.
3. **Other Professional Services.**
 - 3.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 3.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 3.3 *Training Services:* Training services are billed in half-day and full-day increments as delivered.
 - 3.4 *Data Conversion Services:* Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.
 - 3.5 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
 - 3.6 *Other Professional Services:* Other professional services (excluding training) are billed as delivered.
4. **Third Party Hardware.** Third Party Hardware costs are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at: www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner Return Day
Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012



Exhibit C Service Level Agreement

I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the Software as a Service (“SaaS”) agreement the (“SaaS Agreement”) between Tyler Technologies, Inc. (“Tyler”) and the Town of Smithfield (“the Client”). The SLA is effective as of the Effective Date of the SaaS Agreement.

This SLA outlines the information technology service levels that Tyler will provide to the Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client’s applications, content or equipment, or the acts or omissions of any of Client’s service users or Client’s third-party providers over whom Tyler exercises no control.

Defect: Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the licensed software to fail to operate in conformance with Tyler’s then-current published specifications, but that does not cause a complete application outage.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler’s request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.



**EXHIBIT C
SCHEDULE 1
Support Call Process**

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler’s toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler’s Support Web site (www.tylertech.com).

Support Organization

Tyler’s Technical Support Department for its ERP/Schools Division (also referred to as “Munis”) is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These “product-specific” teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients’ issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms, Reporting Services and TCM	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press “0” to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by email. Once registered as a user on Tyler’s Support Web site at www.tylertech.com, you can ask questions or report issues to Support through “Customer Tools”. Tyler’s Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

Customer Relationship Management System

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler’s Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you

need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials, Payroll and Human Resources	Utility Billing and Revenue	Technology
<p>Brian Gilman Support Product Manager – Purchasing brian.gilman@tylertech.com (X4436)</p> <p>Evan Smith Support Product Manager – Budget and General Ledger evan.smith@tylertech.com (X4621)</p> <p>Holly LaRou Support Product Manager – Equipment holly.larou@tylertech.com (X4482)</p> <p>Tracy Silva Support Product Manager – Payroll tracy.silva@tylertech.com (X4433)</p> <p>Ed Haggerty Support Product Manager – Human Resources ed.haggerty@tylertech.com (X4464)</p> <p>Sonja Johnson Senior Support Product Manager sonja.johnson@tylertech.com (X4157)</p>	<p>Peggy Wintle Support Product Manager – Utility Billing peggy.wintle@tylertech.com (X4567)</p> <p>Parker LaChance Support Product Manager – Revenue parker.lachance@tylertech.com (X4257)</p> <p>Steven Jones Senior Support Product Manager steven.jones@tylertech.com (X4255)</p>	<p>Installation Dean Wilber Installation Manager dean.wilber@tylertech.com (X4730)</p> <p>OS/DBA Team Ben King Senior Support Product Manager ben.king@tylertech.com (X4867)</p> <p>TylerForms, Reporting Services & TCM Michele Brown Support Product Manager michele.brown@tylertech.com (X4381)</p> <p>State Reporting</p> <p>Patience Stetson Product Supervisor – Payroll State Reporting patience.stetson@tylertech.com (X4165)</p> <p>Ryan Blair Development Product Manager ryan.blair@tylertech.com (X4579)</p>
<p>CJ McCarron Vice President of Technical Support cj.mccarron@tylertech.com (X4124)</p>		

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to

assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

Email Registration

Clients can go to our Web site and register for email "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Biweekly Updates

Priority 4 Incidents — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.



Exhibit D
DocOrigin End User License Agreement

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
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- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
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Last Updated: [July 18 2013]



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Memo

To: Dennis Treacy
Michael Cole
Hank He

From: Summer Chu

Re: Community of Friendship
Proposal

Date: August 21, 2015

COMMUNITY OF FRIENDSHIP PROJECT CONTENT PROPOSAL

Youth and education: short- and long-term student exchange, virtual exchange, and sports tournaments.

Arts and culture: cultural exchange provides the foundation for the friendship. These exchanges can take many different forms, with musical performances, art exhibits, peace parks and gardens, and international cultural festivals.

Business and trade: further economic collaboration on local business, promote cross-country partnership and encourage investment.

Municipal exchange and community development: peer-learning between municipal employees and elected officials through this project can help cities implement innovative policies and management techniques in sanitation, water, health, transportation, tourism, economic development, and education.

**CITY OF LUOHE, HENAN, PEOPLE’S REPUBLIC OF CHINA
COUNTY OF ISLE OF WIGHT, VIRGINIA USA AND
CITY OF SMITHFIELD, VIRGINIA USA**

**COMMUNITIES OF FRIENDSHIP
AGREEMENT**

WHEREAS, the City of Luohe, Henan, China (the “City of Luohe”), the County of Isle of Wight, Commonwealth of Virginia, USA (“Isle of Wight County”) and the City of Smithfield, Commonwealth of Virginia, USA (“City of Smithfield”) acknowledge a mutual desire to encourage greater friendship and understanding between their two communities through direct personal contact; and

WHEREAS, in order to pursue this mutual desire and in a gesture of friendship and goodwill, the City of Luohe, Isle of Wight County and the City of Smithfield wish to explore the possibility of collaboration in the field of economy, trade, science, technology, culture, sports, health, education and personnel for the mutual benefit of both communities; and

WHEREAS, the agreement is made in duplicate in the Chinese and English languages, both texts being of equal authenticity. It shall come into force from the date of signature and will remain valid unless and until either party terminates it.

NOW, THEREFORE, the City of Luohe, Isle of Wight County and the City of Smithfield do hereby proclaim themselves to be *Communities of Friendship*.

CITY OF LUOHE

By its Mayor

Signature and Date

COUNTY OF ISLE OF WIGHT

By its County Administrator

Signature and Date

CITY OF SMITHFIELD

By its Mayor

Signature and Date

LOCAL NEWS

Isle of Wight may partner

The county's ties to China may become stronger as county officials floated the idea of a sort of sister-cities arrangement with a city halfway around the world.

Luohe, an inland Chinese city of 2.5 million residents, is the home of the ham production company that purchased Smithfield Foods in 2013.

County staff has been working with Smithfield Foods to explore the possibility of a "Communities of Friendship" relationship with

Luohe.

"A Communities of Friendship relationship would allow for the possibility of collaboration in the



RYAN MURPHY
South of the James notebook

fields of economy, trade, science, technology, culture, sports, health, education and personnel for the mutual benefit of participating communities," according to a notice presented to the Board of Supervisors.

Thursday night.

The board gave its blessing for county staff to invite a

delegation from Luohe to visit Isle of Wight and talk over the proposal.