



**TUESDAY, MARCH 29, 2011**

**3:00 p.m. Intergovernmental Relations Committee Meeting**

**4:00 p.m. Fire and Rescue Members: Williams (CH), Tynes, Chapman**

1. Operational Updates
2. Virginia Department of Forestry Grant for Dry Hydrant

**Immediately following the conclusion of the above meeting:**

**Public Works Members: Chapman (CH), Cook, Tynes**

1. Update on Storm Water Management Program by Jennifer Tribo of HRPDC
- TAB # 7 2. Update of Progress of County/Town Bike Trail by Consultant Kimley-Horn & Associates
3. Adopt-A-Spot Cleanup Request by Cypress Creek HOA
4. APWA Accreditation Process

**Immediately following the conclusion of the above meeting:**

**Public Buildings & Welfare Members: Cook (CH), Williams, Graham**

- TAB # 8 1. Pre-Public Hearing Discussion: Special Use Permit – 223 Washington Street
2. Pre-Public Hearing Discussion: Proposed Issuance of General Obligation Bonds between the Town and County for the Acquisition of 911, 913, 913D South Church Street (formerly Sentara Property)
- TAB # 9 3. Pre-Public Hearing Discussion: Zoning Ordinance Amendments to change payday lending establishments, check-cashing establishments and pawn shops from permitted uses to uses permitted by special use permit.
4. Windsor Castle Park:
  - TAB # 10 a. Amended Renewal Agreement with Dean Stallings for Farming Operations at Windsor Castle Park
  - TAB # 11 b. Request for Overnight Camping at the Park
  - c. Park Signage Proposal from Virginia Logos, LLC.
5. Discussion on Fee Reduction for Use of Town Rental Property by Town Employees
6. Discussion on County Redistricting
- TAB # 12 7. CLOSED SESSION: Matters Requiring Advice of Legal Counsel
  - a. General Contractor RFP Competitive Negotiations
  - b. Disposition of Real Property at 113 North Church Street

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**\*\*\* Additional Item Not Listed on Committee but will be on Council's April Agenda\*\*\***

- Approval of March 1st Town Council Minutes
  - Motion of Accept Deed for the Purchase of County Property (Sentara Property)
  - Presentation by Dana Dickens Hampton Roads Partnership/Vision Hampton Roads
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March 2, 2011

Town Manager  
Town of Smithfield  
P.O. Box 246  
315 Main Street  
Smithfield, VA 23430

Re: Charter Communications, Inc.

Dear Sir or Madam:

Charter Communications, Inc. ("Charter"), the ultimate parent corporation of your franchisee, announced on January 18, 2011 that all of Paul Allen's Class B common shares were converted for the same number of Class A common shares in Charter. This conversion right was provided for in the Plan of Reorganization approved by the Bankruptcy Court and was undertaken at this time in order to simplify Charter's capital structure. As a result of the conversion, Mr. Allen's voting interest has been reduced from 35% to less than 10%. While the voting shares of the remaining Class B shareholders have increased as a result of the conversion, no single shareholder has a controlling interest in Charter.

Charter has emerged from its bankruptcy restructuring with a substantially stronger balance sheet and improved operations. This transaction will have no effect on Charter's day-to-day operations or commitment to provide superior service to its customers. All of the cable television franchises held by Charter entities will continue to be held by those same entities.

If you have additional questions, please do not hesitate to contact me at 770-754-5269 or Jim Corrin, Charter's Director of Government Relations, at 864-254-7409.

Sincerely,

A handwritten signature in black ink that reads 'Mark E. Brown'.

Mark Brown  
Senior Director & Counsel  
Legal & Government Affairs  
Charter Communications, Inc.

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**Resolution of the  
Smithfield Historic District Business Association  
re: closure of Main Street for Tourism special events  
March 10, 2011**

At a Meeting of the Smithfield Historic District Business Association on March 11, 2011, in accordance with the By-laws of the Association, a motion was made, seconded and passed by unanimous consent expressing the endorsement by its member merchants for periodic requests by Smithfield & Isle of Wight Tourism for the closure of Main Street in support of special events. The motion further directed that the Association President communicate this resolution to the Chair of the Smithfield Town Council Police Committee.

A second motion made, seconded and passed by unanimous consent requested that the President of the Association communicate to the Chair of the Police Committee a request that "No Parking" signage be displayed as late as possible on the day prior to the planned street closure.

The above Resolutions have been recorded in the Minutes of the Smithfield Historic District Association.

/s/ G. R. Bodson

G. R. (Rick) Bodson  
Secretary

/s/ Sheila W. Gwaltney

Sheila W. Gwaltney  
President

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# Memorandum

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**To:** Captain Alonzo Howell

**From:** Sgt. M.B. Rogers

**Date:** 2/13/2011

**Re:** Lighting Survey – 15433 Waterworks Road

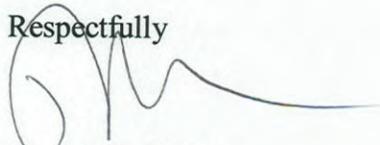
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On February 13, 2011, I conducted the lighting survey as requested. Attached is a sketch of the results from the survey. The following were found:

- One light pole at the intersection of Route 258 and Waterworks Road
- No other light poles exist on Waterworks Road in Town Limits
- One (1) residence within Town limits and two residences in Isle of Wight on Waterworks Road
- Virginia Department of Transportation station
- Town of Smithfield Pond (also no lights)

The residence in question contains two flood lights that are visible from the road and provide lighting to the front of the residence. Of the three residences on Waterworks Road, only two are visible from the roadway. Most of the property on this particular road is open farm land. If there is any more that I can do, please do not hesitate to contact me.

Respectfully



Sgt. M. B. Rogers

Town Line

Town Line

Legend:

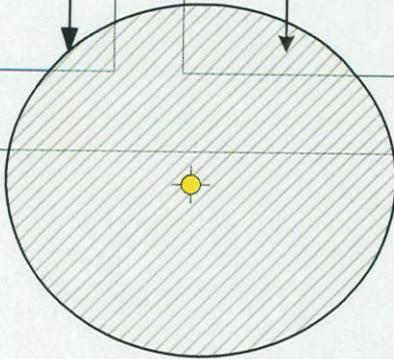
-  Light Pole
-  Lighting range- Approximately 40 ft

0.7 mile

Waterworks Road



15433 Waterworks Road  
Corbett-Bleau Residence  
0.2 mile from Rt. 258



Rte 258/Courthouse Hwy

Prepared By: Sgt. M. B. Rogers

Drawing not to scale

## South Church Street Water Treatment Facility

### REGULAR OPERATION & MAINTENANCE COST

		GPM	PSI	OVERALL EFF	KWH	DAILY COST	ANNUAL COST
POWER	POWER FOR RO BOOSTER PUMP	975	125	0.75	71	\$84.63	\$30,891
	POWER FOR WELL PUMP	1215	190	0.77	130	\$156.15	\$56,993
	POWER FOR PUMPING CONCENTRATE	140	70	0.57	7	\$8.95	\$3,268
	POWER FOR DISTRIBUTION PUMPS	1040	70	0.77	41	\$49.24	\$17,973
	BUILDING/ HVAC/LIGHTS/CHEMICAL FEEDS/MISC POWER				25	\$30.00	\$10,950
CHEMICALS		MG/L	LB/DAY	\$/LB	EVERY	DAILY COST	ANNUAL COST
	SCALE INHIBITOR FEED	2.7	31	\$3.85	DAY	\$119	\$43,563
	POST LIME FEED	20	165	\$0.50	DAY	\$83	\$30,113
	HYPOCHLORITE	1.5	18	\$2.75	DAY	\$50	\$18,068
OTHERS					EVERY	ITEM COST	ANNUAL COST
	CLEANING				3 MONTHS	\$5,000	\$20,000
	CARTRIDGE FILTER REPLACEMENT, 100, \$18 EACH				4 MONTHS	\$1,800	\$5,400
	CONSUMABLES				MONTH	\$1,300	\$15,600
HRSD		GPM	GPD	FT <sup>3</sup> /DAY	\$/ 100 FT <sup>3</sup>	DAILY COST	ANNUAL COST
	HRSD SEWER DISCHARGE COST	140	134,400	17,966	\$2.82	\$506.63	\$184,919
LABOR		SUPERINT. HOURS PER WEEK	OPERATOR HOURS PER WEEK	SUPERINT \$/HR	OPERATOR \$/HR	WEEKLY LABOR	ANNUAL COST
	LABOR, INCLUDING OVERHEAD *		40		\$26	\$1,058	\$55,016

### REPAIR/REPLACEMENT COST

					EVERY ? YEARS	ITEM COST	ANNUAL COST
MEMBRANE	MEMBRANE REPLACEMENT, 234 ELEM @ \$600/ELEM				6	\$140,000	\$23,333
OTHERS	REPLACE 20% OF INSTRUMENTS AND GAUGES				3	\$12,000	\$4,000
	REPAIR/REPLACE 20% OF VALVE ACTUATORS				5	\$18,000	\$3,600
	REPLACE 30% OF VALVES				7	\$33,000	\$4,714
	REPLACE EQUIPMENT				8	\$50,000	\$6,250
	PAINTING/COATING				3	\$8,000	\$2,667
	MISC. SUPPLIES AND PARTS				5	\$28,000	\$5,600
	LABORATORY & WATER QUALITY TESTING				1	\$20,000	\$20,000

<b>TOTAL ANNUAL COST</b>	<b>\$562,918</b>
<b>COST PER 1000 GALLONS PRODUCED</b>	<b>\$1.54</b>

### ASSUMPTIONS

- 7.5 CENTS PER KWH USED FOR POWER
- 16 HOURS PER DAY OPERATION

\* Labor does not include existing staffing, administration, nor storage and distribution system maintenance

**Town of Smithfield**  
**General Fund Operating Budget**

Description	Proposed Budget 2010/2011	Actual as of 01/31/11	Remaining Budget	% of budget
<b>Revenue</b>				
<b>General Fund revenues</b>				
<b>Real Estate Tax</b>				
Current RE Tax	1,719,810.00	1,673,299.38	46,510.62	97.30%
Delinquent RE Tax	20,000.00	20,248.76	(248.76)	101.24%
Current RE Penalty	4,300.00	1,322.55	2,977.45	30.76%
Delinquent RE Penalty	2,200.00	1,893.82	306.18	86.08%
Current RE Interest	550.00	40.78	509.22	7.41%
Delinquent RE Interest	3,100.00	3,232.49	(132.49)	104.27%
<b>Total Real Estate Taxes</b>	<b>1,749,960.00</b>	<b>1,700,037.78</b>	<b>49,922.22</b>	<b>97.15%</b>
<b>Personal Property Tax</b>				
Current PP Tax	784,600.00	828,598.48	(43,998.48)	105.61%
Delinquent PP Tax	11,000.00	42,251.81	(31,251.81)	384.11%
Current PP Penalty	12,000.00	5,180.86	6,819.14	43.17%
Delinquent PP Penalty	3,100.00	4,688.48	(1,588.48)	151.24%
Current PP Interest	750.00	54.67	695.33	7.29%
Delinquent PP Interest	1,800.00	4,217.12	(2,417.12)	234.28%
<b>Total Personal Property Tax</b>	<b>813,250.00</b>	<b>884,991.42</b>	<b>(71,741.42)</b>	<b>108.82%</b>
<b>Miscellaneous Receipts Over/Short</b>	-	14.76	(14.76)	#DIV/0!
<b>Total Over/Short</b>	-	14.76	(14.76)	#DIV/0!
<b>Other Taxes</b>				
Franchise Tax	119,000.00	-	119,000.00	0.00%
Cigarette Tax	130,000.00	81,638.50	48,361.50	62.80%
Transient Occupancy Tax	128,000.00	102,939.70	25,060.30	80.42%
Meals Tax-4%	772,000.00	486,950.74	285,049.26	63.08%
Meals Tax-1%	193,000.00	121,737.68	71,262.32	63.08%
Communications Tax	240,000.00	109,111.44	130,888.56	45.46%
Rolling Stock	15.00	25.94	(10.94)	172.93%
Rental Tax	1,000.00	810.20	189.80	81.02%
Sales Tax	258,000.00	108,588.39	149,411.61	42.09%
Consumption Tax	51,000.00	19,369.10	31,630.90	37.98%
Utility Tax	195,000.00	97,437.08	97,562.92	49.97%
<b>Total Other Local Taxes</b>	<b>2,087,015.00</b>	<b>1,128,608.77</b>	<b>958,406.23</b>	<b>54.08%</b>
<b>Licenses, Permits &amp; Privilege Fees</b>				
Business Licenses	348,000.00	13,950.44	334,049.56	4.01%
Business Licenses Penalty	1,000.00	172.89	827.11	17.29%
Business Licenses Interest	800.00	105.65	694.35	13.21%
Permits & Other License	11,500.00	4,421.74	7,078.26	38.45%
WC Dog Park Registration-Annual	-	610.00	(610.00)	#DIV/0!
Inspection Fees	10,000.00	-	10,000.00	0.00%
Bldg Facility Specs-Contractors	-	100.00	(100.00)	#DIV/0!
Consultant Review Fees	10,000.00	5,770.00	4,230.00	57.70%

Taxi Fees		-		-	#DIV/0!
Street Lights Installation		-	-	-	#DIV/0!
Street Lights Service		-	-	-	#DIV/0!
Vehicle License Tags		-	9.00	(9.00)	#DIV/0!
Vehicle License	114,000.00	116,735.36		(2,735.36)	102.40%
<b>Total Licenses, permits and privilege fees</b>	495,300.00	141,875.08		353,424.92	28.64%
<b><u>Fines &amp; Costs</u></b>					
Development Violation Fine		-	-	-	#DIV/0!
Public Defender Fee		-	-	-	#DIV/0!
Fines & Costs	63,000.00	35,514.59		27,485.41	56.37%
<b>Total Fines &amp; Forfeitures</b>	63,000.00	35,514.59		27,485.41	56.37%
<b><u>From Use of Money and Property</u></b>					
General Fund Interest	17,500.00	8,669.15		8,830.85	49.54%
Beautification Fund Interest	3,700.00	447.09		3,252.91	12.08%
Pinewood Heights-tenant rentals	2,000.00	819.00		1,181.00	40.95%
Rentals	21,000.00	11,555.48		9,444.52	55.03%
Smithfield Center Rentals	110,000.00	61,481.41		48,518.59	55.89%
Smithfield Center Vendor Programs	6,000.00	278.75		5,721.25	4.65%
Windsor Castle Event Rentals	-	2,250.00		(2,250.00)	#DIV/0!
Sale of Real Estate	170,000.00	-		170,000.00	0.00%
Sale of Equipment	1,000.00	218.00		782.00	21.80%
Lease of Land	500.00	500.00		-	100.00%
<b>Total revenue from use of money and property</b>	331,700.00	86,218.88		245,481.12	25.99%
<b><u>Miscellaneous Revenue</u></b>					
Other Revenue	5,000.00	1,009.48		3,990.52	20.19%
Tourism Bureau-Walking Tours		-		-	#DIV/0!
Basse's Choice Electric		-		-	#DIV/0!
Cash Proffer Revenues		-		-	#DIV/0!
Virginia Municipal Group Safety Grant	1,000.00	2,000.00		(1,000.00)	200.00%
<b>Total Miscellaneous Revenue</b>	6,000.00	3,009.48		2,990.52	50.16%
<b><u>From Reserves</u></b>					
Restricted Reserves-Beautification		-		-	#DIV/0!
Police CD	1,200.00	-		1,200.00	0.00%
From Operating Reserves	107,624.00	-		107,624.00	0.00%
<b>Total From Reserves</b>	108,824.00	-		108,824.00	0.00%
<b><u>Intergovernmental Virginia</u></b>					
Law Enforcement	167,400.00	83,706.00		83,694.00	50.00%
Litter Control Grant	2,669.00	3,078.00		(409.00)	115.32%
Police Block Grants-State	5,500.00	5,358.42		141.58	97.43%
Department of Health Grant	-	990.80		(990.80)	#DIV/0!
Fire Programs	17,447.00	-		17,447.00	0.00%
VCA Grant	5,000.00	5,000.00		-	100.00%
Fuel Refund (state)	7,500.00	3,709.65		3,790.35	49.46%
Asset Forfeiture		-		-	#DIV/0!
<b>Total State Revenue</b>	205,516.00	101,842.87		103,673.13	49.55%
<b><u>Intergovernmental Federal</u></b>					

ARRA Federal Stimulus Regional Share	160,000.00	-	160,000.00	0.00%
ARRA Federal Stimulus-Police	-	6,976.00	(6,976.00)	#DIV/0!
Urban Fund Partial Use Allocation	1,000,000.00	-	1,000,000.00	0.00%
Federal Grant-Transportation Enhancement Program	720,000.00	-	720,000.00	0.00%
Section 8 rentals	215,670.00	4,693.00	210,977.00	2.18%
Pinewood Heights CDBG Relocation Grant	400,000.00	357,342.00	42,658.00	89.34%
Federal Fuel Income	8,000.00	4,454.68	3,545.32	55.68%
<b>Total Federal Revenue</b>	<b>2,518,670.00</b>	<b>373,465.68</b>	<b>2,145,204.32</b>	<b>14.83%</b>
<b>Other Financing Sources</b>				
<b>Operating Transfers In</b>				
Transfer In for Debt Service	-	-	-	#DIV/0!
<b>Total Operating Transfers In</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Other Financing Sources</b>				
Line of Credit Proceeds	500,000.00	-	500,000.00	0.00%
Loan Proceeds-Building Acquisition	554,000.00	-	554,000.00	0.00%
Insurance Recoveries	-	9,218.95	(9,218.95)	#DIV/0!
<b>Total Other Financing Sources</b>	<b>1,054,000.00</b>	<b>9,218.95</b>	<b>1,044,781.05</b>	<b>0.87%</b>
<b>Contributions</b>				
Contributions-Windsor Castle Park	-	88,120.23	(88,120.23)	#DIV/0!
CHIPS Contributions	5,300.00	4,979.55	320.45	93.95%
Contributions-Employee Awards	-	600.00	(600.00)	#DIV/0!
Pinewood Heights Contribution-IOW	227,760.00	130,120.20	97,639.80	57.13%
Contributions South Church Street Improvement Project	875,000.00	-	875,000.00	0.00%
<b>Total Contributions</b>	<b>1,108,060.00</b>	<b>223,819.98</b>	<b>884,240.02</b>	<b>20.20%</b>
<b>Total General Fund Revenue</b>	<b>10,541,295.00</b>	<b>4,688,618.24</b>	<b>5,852,676.76</b>	<b>44.48%</b>
<b>Less Revenues, Loan Funds, Grants and Contributions related</b>				
<b>to capital projects</b>				
Line of Credit Proceeds	(500,000.00)	-	(500,000.00)	
Pinewood Rentals	(217,670.00)	(5,512.00)	(212,158.00)	
Cash Proffer Revenues	-	-	-	
Meals Tax (1%) allocated to Special Projects	(193,000.00)	(121,737.68)	(71,262.32)	
South Church Street Improvement Project-Grants	(1,880,000.00)	-	(1,880,000.00)	
South Church Street Improvement Project-Contributions	(875,000.00)	-	(875,000.00)	
Pinewood Heights Relocation Project -Grant-\$800,000	(400,000.00)	(357,342.00)	(42,658.00)	
Pinewood Heights Relocation Project-Contribution-IOW	(227,760.00)	(130,120.20)	(97,639.80)	
Sale of Real Estate	(170,000.00)	-	(170,000.00)	
<b>Total Non-operating Revenues</b>	<b>(4,463,430.00)</b>	<b>(614,711.88)</b>	<b>(3,848,718.12)</b>	<b>13.77%</b>
<b>Total General Fund Operating Revenues</b>	<b>6,077,865.00</b>	<b>4,073,906.36</b>	<b>2,003,958.64</b>	<b>67.03%</b>
<b>General Fund Budget Expenses</b>				
<b>Description</b>	<b>Proposed Budget 2010/2011</b>	<b>Actual as of 01/31/11</b>	<b>Remaining Budget</b>	<b>% of budget</b>

<b><u>Town Council</u></b>					
Salaries	55,000.00	22,555.00		32,445.00	41.01%
FICA	4,400.00	1,889.32		2,510.68	42.94%
Employee Wellness/Assistance Plan	-	1,080.26		(1,080.26)	#DIV/0!
Legal Fees	40,000.00	12,978.65		27,021.35	32.45%
Election Expense	-	-		-	#DIV/0!
Maintenance contracts-Bradshaw-Kimbrel	600.00	350.00		250.00	58.33%
Advertising	18,000.00	8,672.37		9,327.63	48.18%
Engineering	-	-		-	#DIV/0!
Professional Services	1,200.00	750.00		450.00	62.50%
Records Management maint & upgrades	3,900.00	-		3,900.00	0.00%
Site Plan Review	7,500.00	1,015.00		6,485.00	13.53%
Communications	5,300.00	1,615.60		3,684.40	30.48%
Insurance	25,000.00	18,732.75		6,267.25	74.93%
Supplies	25,000.00	9,923.50		15,076.50	39.69%
Travel & Training	7,000.00	3,007.20		3,992.80	42.96%
Subscriptions/Memberships	12,000.00	5,262.00		6,738.00	43.85%
Council Approved Items	10,000.00	5,487.89		4,512.11	54.88%
Public Defender Fees	4,000.00	158.00		3,842.00	3.95%
Bank Charges	200.00	65.00		135.00	32.50%
SpecialProjects	1,000.00	595.05		404.95	59.51%
Smithfield CHIPS program	9,660.00	2,904.00		6,756.00	30.06%
Update Town Charter & Code	500.00	1,298.00		(798.00)	259.60%
Annual Christmas Parade	300.00	269.96		30.04	89.99%
Council Approved Hwy	(22,200.00)	-		(22,200.00)	0.00%
<b>Total Town Council</b>	<b>208,360.00</b>	<b>98,609.55</b>		<b>109,750.45</b>	<b>47.33%</b>
<b><u>Town Manager</u></b>					
Salaries	181,800.00	95,002.38		86,797.62	52.26%
FICA	14,550.00	7,443.44		7,106.56	51.16%
VSRS	19,490.00	9,398.74		10,091.26	48.22%
Health	31,715.00	20,412.82		11,302.18	64.36%
Auto Expense	500.00	218.22		281.78	43.64%
Maintenance Contracts	1,032.00	577.92		454.08	56.00%
Communications	12,000.00	5,705.27		6,294.73	47.54%
Insurance	2,500.00	1,816.75		683.25	72.67%
Supplies	6,000.00	1,189.51		4,810.49	19.83%
Dues & Subscriptions	1,600.00	2,012.13		(412.13)	125.76%
Computer & technology expenses	10,000.00	9,498.93		501.07	94.99%
Travel & Training	5,000.00	4,285.15		714.85	85.70%
Other	-	35.14		(35.14)	#DIV/0!
TM Allocated to Hwy	(4,610.00)	-		(4,610.00)	0.00%
<b>Total Town Manager</b>	<b>281,577.00</b>	<b>157,596.40</b>		<b>123,980.60</b>	<b>55.97%</b>
<b><u>Treasurer</u></b>					
Salaries	187,350.00	98,330.77		89,019.23	52.49%
FICA	15,000.00	7,704.22		7,295.78	51.36%
VSRS	20,745.00	9,675.96		11,069.04	46.64%
Health	29,350.00	16,102.23		13,247.77	54.86%
Audit	18,200.00	15,750.00		2,450.00	86.54%

Communications	7,100.00	3,316.24		3,783.76	46.71%
Data Processing	19,000.00	9,864.08		9,135.92	51.92%
Service Contracts	15,550.00	14,259.65		1,290.35	91.70%
Insurance	2,100.00	1,576.07		523.93	75.05%
Supplies	15,000.00	5,580.59		9,419.41	37.20%
Dues & Subscriptions	2,200.00	1,674.30		525.70	76.10%
Credit Card Processing	1,400.00	379.38		1,020.62	27.10%
Cigarette Tax Stamps	3,800.00	-		3,800.00	0.00%
Travel & Training	1,000.00	41.80		958.20	4.18%
Other	200.00	33.91		166.09	16.96%
Treasurer Alloc to Hwy	(10,290.00)	-		(10,290.00)	0.00%
<b>Total Treasurer</b>	<b>329,005.00</b>	<b>184,289.20</b>		<b>144,715.80</b>	<b>56.01%</b>
<b>PUBLIC SAFETY</b>					
<b>Police Department</b>					
Salaries	1,260,150.00	686,105.02		574,044.98	54.45%
FICA	100,815.00	53,535.12		47,279.88	53.10%
VRS	125,580.00	59,971.15		65,608.85	47.76%
Health Insurance	178,430.00	115,594.21		62,835.79	64.78%
Pre-employ screening/Emp Medical	1,000.00	867.00		133.00	86.70%
Uniforms	25,500.00	6,752.58		18,747.42	26.48%
Service Contracts	34,400.00	26,771.07		7,628.93	77.82%
Communications	50,000.00	27,239.81		22,760.19	54.48%
Computer & Technology Expenses-licenses	35,000.00	37,120.74		(2,120.74)	106.06%
Insurance	45,650.00	34,511.97		11,138.03	75.60%
Materials & Supplies	27,000.00	18,340.53		8,659.47	67.93%
Dues & Subscriptions	4,000.00	2,088.75		1,911.25	52.22%
Equipment -tactical vests	14,000.00	3,392.06		10,607.94	24.23%
Radio & Equipment repairs	3,500.00	1,456.08		2,043.92	41.60%
Vehicle Maintenance	32,400.00	24,921.41		7,478.59	76.92%
Gas	75,000.00	34,701.77		40,298.23	46.27%
Tires	5,000.00	3,875.04		1,124.96	77.50%
Travel & Training	18,900.00	11,335.76		7,564.24	59.98%
Special Events	-	495.07		(495.07)	#DIV/0!
Crimes Network	10,000.00	-		10,000.00	0.00%
Police Grants	25,625.00	-		25,625.00	0.00%
Local Law Enforcement Block Grant	-	-		-	#DIV/0!
Investigation expenses	-	2,471.77		(2,471.77)	#DIV/0!
VML Grant	-	-		-	#DIV/0!
Community Traffic Safety Grant	-	-		-	#DIV/0!
Federal Byrne Justice Assistance Grant	-	-		-	#DIV/0!
Radar Grant Expenses	-	1,108.00		(1,108.00)	#DIV/0!
Block Grant-Alco Sensors	-	604.00		(604.00)	#DIV/0!
Comprehensive Traffic Safety Grant	-	-		-	#DIV/0!
Police Technology Grant	-	-		-	#DIV/0!
VA Dept of Health Grant	-	990.80		(990.80)	#DIV/0!
Employee Education	-	-		-	#DIV/0!
Fire/Moving Expenses	-	-		-	#DIV/0!
Other	-	280.00		(280.00)	#DIV/0!
<b>Total Police Department</b>	<b>2,071,950.00</b>	<b>1,154,529.71</b>		<b>917,420.29</b>	<b>55.72%</b>

<b>Fire Department</b>					
Salaries (Contribution to County)	30,000.00	-		30,000.00	0.00%
Member Physicals	1,000.00	876.00		124.00	87.60%
Uniforms	1,200.00	70.88		1,129.12	5.91%
Protective Clothing	8,000.00	-		8,000.00	0.00%
Communications	10,300.00	3,994.55		6,305.45	38.78%
Computer & Technology Expenses	1,680.00	(773.88)		2,453.88	-46.06%
Insurance	20,183.00	18,948.00		1,235.00	93.88%
Materials & Supplies	2,600.00	-		2,600.00	0.00%
Radio Repairs & Maint	500.00	-		500.00	0.00%
Truck Operation & Maint.	5,000.00	5,336.05		(336.05)	106.72%
Gas & Tires	17,000.00	6,518.30		10,481.70	38.34%
Maintenance Contracts	6,000.00	3,000.00		3,000.00	50.00%
Fuel Fund & Travel	13,000.00	-		13,000.00	0.00%
Annual Meeting	200.00	-		200.00	0.00%
State Pass Thru	17,447.00	-		17,447.00	0.00%
<b>Total Fire Department</b>	<b>134,110.00</b>	<b>37,969.90</b>		<b>96,140.10</b>	<b>28.31%</b>
<b>Contributions-Public Safety</b>					
Rescue Squad - Contrib.	75,000.00	56,250.00		18,750.00	75.00%
Rescue Squad-Salaries (to County) & shared maintenance	30,000.00	-		30,000.00	0.00%
E911 Dispatch Center	61,470.00	4,932.81		56,537.19	8.02%
Fire Department Rescue Truck	10,000.00	-		10,000.00	0.00%
<b>Total Contributions-Public Safety</b>	<b>176,470.00</b>	<b>61,182.81</b>		<b>115,287.19</b>	<b>34.67%</b>
<b>PARKS, RECREATION &amp; CULTURAL</b>					
<b>Smithfield Center</b>					
Salaries	181,675.00	95,073.73		86,601.27	52.33%
FICA	14,534.00	7,433.20		7,100.80	51.14%
VSRS	13,020.00	6,216.54		6,803.46	47.75%
Health	22,970.00	14,797.36		8,172.64	64.42%
Uniforms	1,200.00	361.70		838.30	30.14%
Contracted Services	12,600.00	4,540.66		8,059.34	36.04%
Retail Sales & Use Tax	500.00	107.22		392.78	21.44%
Utilities	38,000.00	13,158.86		24,841.14	34.63%
Communications	21,050.00	9,488.87		11,561.13	45.08%
Computer & technology expenses	2,500.00	-		2,500.00	0.00%
Insurance	4,500.00	3,360.77		1,139.23	74.68%
Kitchen Supplies	4,000.00	2,625.49		1,374.51	65.64%
Office Supplies/Other Supplies	5,000.00	2,567.72		2,432.28	51.35%
Food Service & Beverage Supplies	8,000.00	2,658.84		5,341.16	33.24%
AV Supplies	500.00	75.76		424.24	15.15%
Repairs & Maintenance	40,000.00	22,688.73		17,311.27	56.72%
Landscaping	10,000.00	5,105.13		4,894.87	51.05%
Travel & Training	2,500.00	1,676.58		823.42	67.06%
Programming Expenses	1,000.00	-		1,000.00	0.00%
Advertising	23,500.00	20,320.52		3,179.48	86.47%
Refund event deposits	5,000.00	1,400.00		3,600.00	28.00%
Other	-	-		-	#DIV/0!
Credit card processing expense	2,000.00	1,288.05		711.95	64.40%
<b>Total Smithfield Center</b>	<b>414,049.00</b>	<b>214,945.73</b>		<b>199,103.27</b>	<b>51.91%</b>

<b><u>Contributions-Parks, Recreation and Cultural</u></b>				
Farmers Market	3,000.00	3,000.00	-	100.00%
Hampton Roads Partnership	1,960.00	1,960.00	-	100.00%
Isle of Wight Arts League	10,000.00	10,000.00	-	100.00%
Library	36,000.00	27,000.00	9,000.00	75.00%
<b>Total Contributions-Park, Recreation and Cultural</b>	<b>50,960.00</b>	<b>41,960.00</b>	<b>9,000.00</b>	<b>82.34%</b>
<b><u>Parks &amp; Recreation</u></b>				
Fishing Pier	600.00	-	600.00	0.00%
Jersey Park Playground	500.00	-	500.00	0.00%
Pinewood Playground	500.00	-	500.00	0.00%
Clontz Park	3,500.00	653.45	2,846.55	18.67%
Windsor Castle	60,000.00	135,077.12	(75,077.12)	225.13%
Waterworks Dam	-	500.00	(500.00)	#DIV/0!
Fireworks	2,000.00	-	2,000.00	0.00%
<b>Total Parks &amp; Recreation</b>	<b>67,100.00</b>	<b>136,230.57</b>	<b>(69,130.57)</b>	<b>203.03%</b>
<b><u>COMMUNITY DEVELOPMENT</u></b>				
<b><u>Pinewood Heights</u></b>				
<b><u>Non-CDBG Contributed Operating Expenses</u></b>				
<b><u>Administration</u></b>				
Precontract/ERR	-	-	-	#DIV/0!
Management Assistance	10,000.00	4,746.09	5,253.91	47.46%
Monitoring/Closeout	2,000.00	-	2,000.00	0.00%
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households	-	97,750.00	(97,750.00)	#DIV/0!
Renter Occupied Households	254,920.00	67,424.64	187,495.36	26.45%
Relocation Specialist	15,070.30	-	15,070.30	0.00%
<b><u>Acquisition Specialist</u></b>				
	4,000.00	-	4,000.00	0.00%
<b><u>Clearance &amp; Demolition</u></b>				
	106,800.00	697.29	106,102.71	0.65%
<b>Subtotal Non CDBG</b>	<b>392,790.30</b>	<b>170,618.02</b>	<b>222,172.28</b>	<b>43.44%</b>
<b><u>CDBG Contributed Operating Expenses</u></b>				
<b><u>Permanent Relocation</u></b>				
Owner Occupied Households	150,700.00	-	150,700.00	0.00%
Renter Occupied Households	-	-	-	#DIV/0!
<b><u>Clearance &amp; Demolition</u></b>				
	20,300.00	-	20,300.00	0.00%
<b>Subtotal CDBG</b>	<b>171,000.00</b>	<b>-</b>	<b>171,000.00</b>	<b>0.00%</b>
<b>Total Pinewood Heights Contributions</b>	<b>563,790.30</b>	<b>170,618.02</b>	<b>393,172.28</b>	<b>30.26%</b>
<b><u>Contributions-Community Development</u></b>				
APVA Courthouse Contribution	5,000.00	-	5,000.00	0.00%

Chamber of Commerce	6,000.00	-	6,000.00	0.00%
Christian Outreach	3,000.00	3,000.00	0.00	100.00%
Genieve Shelter	9,000.00	9,000.00	0.00	100.00%
<b>TRIAD</b>	<b>1,650.00</b>	<b>-</b>	<b>1,650.00</b>	<b>0.00%</b>
Tourism Bureau	208,112.00	135,578.44	72,533.56	65.15%
Historic Smithfield	-	10,000.00	(10,000.00)	#DIV/0!
Western Tidewater Free Clinic	15,000.00	15,000.00	0.00	100.00%
YMCA Projects	50,000.00	50,000.00	0.00	100.00%
<b>Total Contributions-Community Development</b>	<b>297,762.00</b>	<b>222,578.44</b>	<b>75,183.56</b>	<b>74.75%</b>
<b>PUBLIC WORKS</b>				
<b>Planning, Engineering &amp; Public Works</b>				
Salaries	183,125.00	100,429.14	82,695.86	54.84%
FICA	14,650.00	7,868.64	6,781.36	53.71%
VRSRS	24,125.00	9,523.31	14,601.69	39.47%
Health	28,450.00	18,702.47	9,747.53	65.74%
Uniforms	2,000.00	1,362.43	637.57	68.12%
Contractual	12,000.00	3,590.44	8,409.56	29.92%
GIS	3,500.00	-	3,500.00	0.00%
Recycling	55,920.00	23,501.22	32,418.78	42.03%
Trash Collection	375,000.00	217,513.70	157,486.30	58.00%
Street Lights	25,000.00	3,694.42	21,305.58	14.78%
Communications	12,000.00	5,709.68	6,290.32	47.58%
Safety Meetings	750.00	337.62	412.38	45.02%
Insurance	6,450.00	4,850.25	1,599.75	75.20%
Materials & Supplies	8,000.00	2,672.55	5,327.45	33.41%
Repairs & Maintenance	6,000.00	6,209.25	(209.25)	103.49%
Gas & Tires	10,000.00	3,844.43	6,155.57	38.44%
Travel & Training	6,000.00	2,450.43	3,549.57	40.84%
Haydens Lane Maintenance	500.00	97.68	402.32	19.54%
Veterans War Memorial	1,500.00	448.80	1,051.20	29.92%
Streetscape improvements-non capital expenses	-	162.09	(162.09)	#DIV/0!
Litter Control Grant	3,384.00	883.50	2,500.50	26.11%
Dues & Subscriptions-	1,000.00	730.27	269.73	73.03%
Other	1,000.00	343.43	656.57	34.34%
Public Works Alloc to Hwy	(5,855.00)	-	(5,855.00)	0.00%
<b>Total Public Works</b>	<b>774,499.00</b>	<b>414,925.75</b>	<b>359,573.25</b>	<b>53.57%</b>
<b>PUBLIC BUILDINGS</b>				
<b>Public Buildings</b>				
Salaries	22,115.00	10,194.38	11,920.62	46.10%
FICA	1,770.00	842.17	927.83	47.58%
Contractual	4,000.00	1,645.97	2,354.03	41.15%
Communications	1,200.00	2,174.11	(974.11)	181.18%
Utilities	43,000.00	17,275.19	25,724.81	40.17%
Insurance	1,950.00	1,463.89	486.11	75.07%
Materials & Supplies	2,500.00	1,497.81	1,002.19	59.91%
Repairs & Maintenance	45,000.00	19,325.89	25,674.11	42.95%
Rent Expense-Office Space	68,015.00	39,555.66	28,459.34	58.16%
Other	1,600.00	380.95	1,219.05	23.81%
Alloc Costs to Hwy	(7,415.00)	-	(7,415.00)	0.00%
<b>Total Public Buildings</b>	<b>183,735.00</b>	<b>94,356.02</b>	<b>89,378.98</b>	<b>51.35%</b>

<b>OTHER FINANCING USES</b>					
<b>Other Financing Uses</b>					
Transfers to Operating Reserves	0.00	1,119,199.62	(1,119,199.62)	#DIV/0!	
Transfers to Restricted Reserves-Special Projects (Pinewood)	0.00	-	0.00	#DIV/0!	
Transfers to Restricted Reserves-S Church Street Project	755,000.00	-	755,000.00	0.00%	
<b>Total Transfers from Reserves</b>	<b>755,000.00</b>	<b>1,119,199.62</b>	<b>(364,199.62)</b>	<b>148.24%</b>	
<b>DEBT SERVICE</b>					
<b>Debt Service</b>					
<b>Principal Retirement</b>					
Smithfield Center-Capital lease generator	4,850.00	4,829.55	20.45	99.58%	
Public Buildings-Capital lease generator	1,419.00	1,415.68	3.32	99.77%	
Public Building Acquisition	97,300.00	-	97,300.00	0.00%	
<b>Line of Credit Retirement-interest</b>	<b>505,500.00</b>	<b>2,971.63</b>	<b>502,528.37</b>	<b>0.59%</b>	
<b>Interest and fiscal charges</b>					
Smithfield Center-Capital lease generator	52.00	1,028.79	(976.79)	1978.44%	
Public Buildings-Capital lease generator	36.00	35.04	0.96	97.33%	
Public Building Acquisition	36,010.00	-	36,010.00	0.00%	
<b>Total Debt Service</b>	<b>645,167.00</b>	<b>10,280.69</b>	<b>634,886.31</b>	<b>1.59%</b>	
<b>Total General Fund Expenses</b>					
	<b>6,953,534.30</b>	<b>4,119,272.41</b>	<b>2,834,261.89</b>	<b>59.24%</b>	
<b>Less Expenses related to capital projects:</b>					
Legal Fees	-	-	0.00		
Professional Fees	-	-	0.00		
Pinewood Heights Relocation Project Expenses	(563,790.30)	(170,618.02)	(393,172.28)		
Pinewood Heights Line of Credit Expenses	(505,500.00)	(2,971.63)	(502,528.37)		
<b>Total Non-operating Expenses</b>	<b>(1,069,290.30)</b>	<b>(173,589.65)</b>	<b>(895,700.65)</b>	<b>16.23%</b>	
<b>Total General Fund Operating Expenses</b>					
	<b>5,884,244.00</b>	<b>3,945,682.76</b>	<b>1,938,561.24</b>	<b>67.06%</b>	
<b>Net Operating Reserve (+/-)</b>					
	<b>193,621.00</b>	<b>128,223.60</b>	<b>65,397.40</b>	<b>66.22%</b>	
<b>Net Reserve (+/-)</b>					
	<b>3,587,760.70</b>	<b>569,345.83</b>	<b>3,018,414.87</b>	<b>15.87%</b>	

	2010/2011 Proposed Budget	2010/2011 Actual 1/31/2011	Remain Budget	% of Budget
<b>Net Operating Reserves (Deficit)</b>	3,587,760.70	569,345.83	3,018,414.87	15.87%
<b>Capital Outlay General Fund</b>				
<b>COMMUNITY DEVELOPMENT</b>				
<b>Pinewood Heights Relocation-CIP</b>				
<b>Non CDBG Capital Acquisition</b>				
Owner Occupied Units	-	-	-	#DIV/0!
Renter Occupied Units	(244,433.84)	(58,775.45)	(185,658.39)	24.05%
Vacant Lots	(15,000.00)	-	(15,000.00)	0.00%
Appraisal/Legal	(19,410.95)	(1,400.00)	(18,010.95)	7.21%
Subtotal Non CDBG Capital Acquisition	(278,844.79)	(60,175.45)	(218,669.34)	21.58%
<b>CDBG Capital Acquisition</b>				
Owner Occupied Units	(71,658.00)	(71,079.00)	(579.00)	99.19%
Renter Occupied Units	(183,256.67)	(305,431.07)	122,174.40	166.67%
Vacant Lots	-	-	-	#DIV/0!
Subtotal CDBG Capital Acquisition	<b>(254,914.67)</b>	<b>(376,510.07)</b>	121,595.40	147.70%
<b>Total Pinewood Heights Relocation CIP</b>	<b>(533,759.46)</b>	<b>(436,685.52)</b>	(97,073.94)	81.81%
<b>CDBG CAPITAL ACQUISITION MY2</b>	-	-	-	#DIV/0!
<b>Total Pinewood Heights Relocation CIP</b>	(533,759.46)	(436,685.52)	(97,073.94)	81.81%
<b>PARKS, RECREATION AND CULTURAL</b>				
<b>Windsor Castle</b>	(50,000.00)	-	(50,000.00)	0.00%
<b>Smithfield Center (operations)</b>				
AV Upgrades		(1,279.00)	1,279.00	#DIV/0!
Install chandelier		(3,690.00)	3,690.00	#DIV/0!
Upgrades-Tile or carpet	<b>(150,000.00)</b>	(91,220.00)	(58,780.00)	60.81%
<b>PUBLIC SAFETY</b>				
<b>Police</b>				
<b>Police Vehicles</b>	<b>(84,000.00)</b>	-	(84,000.00)	0.00%
<b>PUBLIC WORKS</b>				
Vehicles and Equipment	(20,000.00)	-	(20,000.00)	0.00%
N/S Church St Streetscape Improvements	(2,000,000.00)	<b>(19,971.31)</b>	(1,980,028.69)	1.00%
<b>PUBLIC BUILDINGS</b>				
New roof on maintenance building	-	(6,500.00)	6,500.00	#DIV/0!
Office Space Improvements/Municipal Building	(750,000.00)	(10,000.00)	(740,000.00)	1.33%

Net Reserves (Deficit) after capital outlay	1.24	-	1.24	0.00%
	-	-	-	
Net adjusted cashflow	1.24	-	1.24	0.00%
Draw from Line of Credit	-	150,175.45	(150,175.45)	#DIV/0!
Draw from Police CD	1,200.00	-	1,200.00	0.00%
Excess contributions for S Church in year 2011	(755,000.00)	-	(755,000.00)	0.00%
		-	-	
Net cashflow	(753,798.76)	150,175.45	(903,974.21)	-19.92%

<b>Town of Smithfield</b>				
<b>Sewer Fund Budget</b>				
	<b>Proposed Budget</b>	Balance as of	Remaining	% of
	<b>2010/2011</b>	01/31/11	Budget	budget
<b>Revenue</b>				
<b>Operating Revenues</b>				
Sewer Charges	633,000.00	472,879.14	160,120.86	74.70%
Sewer Compliance Fee	404,500.00	300,032.27	104,467.73	74.17%
Miscellaneous Revenue	500.00	-	500.00	0.00%
Connection fees	39,500.00	23,800.00	15,700.00	60.25%
<b>Total Operating Revenue</b>	<b>1,077,500.00</b>	<b>796,711.41</b>	<b>280,788.59</b>	<b>73.94%</b>
<b>Town of Smithfield</b>				
<b>Sewer Fund Budget</b>				
	<b>Proposed Budget</b>	Balance as of	Remaining	% of
<b>Description</b>	<b>2010/2011</b>	01/31/11	Budget	budget
<b>Expenses</b>				
<b>Operating Expenses</b>				
Salaries	279,900.00	153,139.45	126,760.55	54.71%
FICA	22,500.00	11,998.49	10,501.51	53.33%
VSRS	26,660.00	12,639.23	14,020.77	47.41%
Health	48,270.00	29,214.26	19,055.74	60.52%
Uniforms	2,900.00	2,077.52	822.48	71.64%
Audit & Legal Fees	23,000.00	11,471.44	11,528.56	49.88%
Engineering	-	-	-	#DIV/0!
HRPDC-FOG	-	392.85	(392.85)	#DIV/0!
HRPDC sewer programs	482.00	361.50	120.50	75.00%
Maintenance & Repairs	45,000.00	10,688.55	34,311.45	23.75%
Professional services	-	-	-	#DIV/0!
Storm Maintenance-October 7	-	-	-	#DIV/0!
Data Processing	16,000.00	7,398.05	8,601.95	46.24%
Dues & Subscriptions	50.00	9.67	40.33	19.34%
Utilities	44,500.00	13,355.72	31,144.28	30.01%
SCADA Expenses	3,000.00	411.97	2,588.03	13.73%
Telephone	20,000.00	7,758.12	12,241.88	38.79%
Insurance	15,250.00	11,514.74	3,735.26	75.51%
Materials & Supplies	41,000.00	21,495.39	19,504.61	52.43%
Truck Operations	12,000.00	5,862.17	6,137.83	48.85%
Fuel-Sewer Equipment	-	-	-	#DIV/0!
Travel & Training	3,000.00	1,445.87	1,554.13	48.20%
Contractual	1,600.00	1,106.90	493.10	69.18%
Miscellaneous	-	2,410.88	(2,410.88)	#DIV/0!
Bad Debt Expense	4,000.00	-	4,000.00	0.00%
Bank Service Charges	350.00	-	350.00	0.00%
<b>Total Sewer Fund Operating Expenses before D&amp;A Exp.</b>	<b>609,462.00</b>	<b>304,752.77</b>	<b>304,709.23</b>	<b>50.00%</b>

Expense				
<b>Depreciation &amp; Amort. Exp.</b>	420,975.00	0.00	420,975.00	0.00%
<b>Operating Income (Loss)</b>	47,063.00	491,958.64	(444,895.64)	1045.32%
<b>Nonoperating Revenues (Expenses)</b>				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	103,000.00	60,220.00	42,780.00	58.47%
Insurance Reimbursements		-	-	#DIV/0!
VDEM Reimbursements		-	-	#DIV/0!
Contributed Capital-Smithfield Foods Rev Ln	18,740.00	-	18,740.00	0.00%
Contributed Capital-St. Andrews Pump Station	-	-	-	#DIV/0!
Interest Revenue	12,000.00	4,086.52	7,913.48	34.05%
Interest Expense	(49,305.00)	(25,641.30)	(23,663.70)	52.01%
Transfer for debt cost to general fund	-	-	-	#DIV/0!
<b>Total Nonoperating Revenues (Expenses)</b>	84,435.00	38,665.22	45,769.78	45.79%
<b>Net Income (loss)</b>	131,498.00	530,623.86	(399,125.86)	403.52%
<b>WORKING ADJUSTMENTS TO CAFR</b> (FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	(103,000.00)	(60,220.00)	(42,780.00)	58.47%
Contributed Capital-Smithfield Foods Rev Ln	(18,740.00)	-	(18,740.00)	0.00%
Compliance Fee	(404,500.00)	(300,032.27)	(104,467.73)	74.17%
Bad Debt Expense	4,000.00	-	4,000.00	0.00%
Depreciation & Amort. Exp.	420,975.00	-	420,975.00	0.00%
Additional debt service costs-principal expense	(66,400.00)	(66,400.00)	-	100.00%
Total adjustments to CAFR	(167,665.00)	(426,652.27)	258,987.27	254.47%
Working adjusted income	(36,167.00)	103,971.59	(140,138.59)	-287.48%

	2010/2011 Proposed Budget	2010/2011 Actual 1/31/2011	Remain Budget	% of Budget
<b>Sewer Fund</b>				
<b>Working adjusted income</b>	<b>(36,167.00)</b>	<b>103,971.59</b>	(140,138.59)	-287.48%
Sewer SSO Consent Order	(600,000.00)	(111,831.09)	(488,168.91)	18.64%
Main Street Pump Station	-	(29,304.00)		#DIV/0!
VAC Truck	-	(109,197.48)	109,197.48	#DIV/0!
Vehicle/Equipment	(20,000.00)	-	(20,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(620,000.00)</b>	<b>(250,332.57)</b>	<b>(398,971.43)</b>	<b>40.38%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(656,167.00)</b>	<b>(146,360.98)</b>	<b>(539,110.02)</b>	<b>#REF!</b>
<b>Funding from Development Escrow</b>	-	-	-	#DIV/0!
<b>Reserves from Sewer Capital Escrow Account</b>	<b>251,667.00</b>	160,062.81	91,604.19	63.60%
<b>Funding from Sewer Compliance Fee</b>	<b>404,500.00</b>	60,420.00	344,080.00	14.94%
<b>Draw from operating reserves</b>		-	-	#DIV/0!
<b>Funding from Bond Escrow</b>	-	-	-	#DIV/0!
<b>Net Cashflow</b>	-	74,121.83	(103,425.83)	#DIV/0!

<b>Town of Smithfield</b>				
<b>Water Fund Budget</b>				
Description	Proposed Budget 2010/2011	Balance as of 01/31/11	Remaining Budget	% of budget
<b>Revenue</b>				
<b>Operating Revenue</b>				
Water Sales	763,000.00	551,684.95	211,315.05	72.30%
Debt Service Revenue	401,000.00	242,426.84	158,573.16	60.46%
Miscellaneous	-	500.00	(500.00)	#DIV/0!
Connection fees	16,500.00	7,940.00	8,560.00	48.12%
Application Fees	5,000.00	2,798.00	2,202.00	55.96%
<b>Total Operating Revenue</b>	<b>1,185,500.00</b>	<b>805,349.79</b>	<b>380,150.21</b>	<b>67.93%</b>
<b>Town of Smithfield</b>				
<b>Water Fund Budget</b>				
Description	Proposed Budget 2010/2011	Balance as of 01/31/11	Remaining Budget	% of budget
<b>Expenses</b>				
Salaries	261,500.00	139,310.18	122,189.82	53.27%
FICA	20,950.00	10,914.96	10,035.04	52.10%
VSRS	24,485.00	11,600.06	12,884.94	47.38%
Health	39,010.00	23,249.67	15,760.33	59.60%
Uniforms	2,800.00	1,889.91	910.09	67.50%
Contractual	6,000.00	5,885.00	115.00	98.08%
Legal & Audit	23,000.00	13,651.44	9,348.56	59.35%
Maintenance & Repairs	21,000.00	7,849.14	13,150.86	37.38%
Storm Maintenance - October 7		-	-	#DIV/0!
Water Tank Maintenance	26,000.00	-	26,000.00	0.00%
Water Cost-purchased from IOW County	-	-	-	#DIV/0!
Well Maintenance-Ch St well pumping asmbly	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Professional Services	1,000.00	15,098.00	(14,098.00)	1509.80%
Regional Water Supply Study	2,586.00	1,939.50	646.50	75.00%
Data Processing	16,000.00	7,398.05	8,601.95	46.24%
Utilities	40,000.00	23,713.15	16,286.85	59.28%
Communications	12,300.00	5,826.36	6,473.64	47.37%
Insurance	14,520.00	10,941.73	3,578.27	75.36%
Materials & Supplies	152,300.00	69,153.27	83,146.73	45.41%
Gas and Tires	12,000.00	5,332.79	6,667.21	44.44%
Fuel-Water Equipment	-	-	-	#DIV/0!
Dues & Subscriptions	500.00	513.00	(13.00)	102.60%
Bank service charges	350.00	26.78	323.22	7.65%
Travel and Training	3,000.00	1,333.77	1,666.23	44.46%
Miscellaneous	6,000.00	4,637.73	1,362.27	77.30%
Bad debt expense	7,200.00	-	7,200.00	0.00%
<b>Total Water Fund Operating Expenses before D&amp;A Exp.</b>	<b>692,501.00</b>	<b>360,264.49</b>	<b>332,236.51</b>	<b>52.02%</b>
<b>Operating Income before D&amp;A Expense</b>	<b>492,999.00</b>	<b>445,085.30</b>	<b>47,913.70</b>	<b>90.28%</b>

Depreciation & Amortization Expense	154,305.00	-	154,305.00	0.00%
Operating Income (Loss)	338,694.00	445,085.30	(106,391.30)	131.41%
Nonoperating Revenues (Expenses)				
Availability Fees	68,000.00	38,240.00	29,760.00	56.24%
Pro-Rata Share Fees	-	-	-	#DIV/0!
Cash Proffers-Water Tank	-	-	-	#DIV/0!
Interest Revenue	17,500.00	6,414.72	11,085.28	36.66%
Insurance Recoveries-VML	-	-	-	#DIV/0!
Interest Expense	(127,300.00)	(124,339.33)	(2,960.67)	97.67%
Transfer for debt cost to general fund	-	-	-	#DIV/0!
Total Nonoperating Revenues (Expenses)	(41,800.00)	(79,684.61)	37,884.61	190.63%
Net Income (Loss)	296,894.00	365,400.69	(68,506.69)	123.07%
<b>WORKING ADJUSTMENTS TO CAFR</b>				
(FOR INTERNAL USE ONLY)				
Restricted revenues:				
Pro-rata Share Fees	-	-	-	#DIV/0!
Availability Fees	(68,000.00)	(38,240.00)	(29,760.00)	56.24%
Bad Debt Expense	7,200.00	-	7,200.00	0.00%
Debt Service Revenue	(401,000.00)	(242,426.84)	(158,573.16)	60.46%
Cash Proffers-Water Storage Tank	-	-	-	#DIV/0!
Depreciation & Amort. Exp.	154,305.00	-	154,305.00	0.00%
Additional debt service costs-principal expense	(153,600.00)	(153,600.00)	-	100.00%
Total adjustments to CAFR	(461,095.00)	(434,266.84)	(26,828.16)	94.18%
Working adjusted income	(164,201.00)	(68,866.15)	(95,334.85)	41.94%

	2010/2011 Proposed Budget	2010/2011 Actual 1/31/2011	Remain Budget	% of Budget
<b>Water Fund</b>				
<b>Net Operating Reserves (Deficit)</b>	<b>(164,201.00)</b>	(68,866.15)	(95,334.85)	41.94%
<b>Water Line Replacement</b>	-	(20,048.00)	20,048.00	#DIV/0!
Water system improvements	(100,000.00)	-	(100,000.00)	0.00%
Water Treatment/Fluoride PER	(2,500,000.00)	(601,861.93)	(1,898,138.07)	24.07%
<b>Net Capital Outlay</b>	<b>(2,600,000.00)</b>	<b>(621,909.93)</b>	<b>(1,978,090.07)</b>	23.92%
<b>Net Reserves (Deficit) after capital outlay</b>	<b>(2,764,201.00)</b>	<b>(690,776.08)</b>	<b>(2,073,424.92)</b>	26.57%
Reserves from Water Capital Escrow Account	7,009.00	16,537.00	(9,528.00)	235.94%
VML/VACO Draw Downs	2,500,000.00	396,411.48	2,103,588.52	15.86%
Cash proffers used for water storage tank	-	-	-	0.00%
Debt Service fees applied to debt	257,192.00	200,681.25	56,510.75	78.03%
<b>Net Cashflow</b>	<b>-</b>	<b>(77,146.35)</b>	<b>77,146.35</b>	<b>#DIV/0!</b>

<b>Highway Fund</b>				
<b>Description</b>	<b>Proposed Budget 2010/2011</b>	<b>Balance as of 01/31/11</b>	<b>Remaining Budget</b>	<b>% of budget</b>
<b>Revenue</b>				
Interest Income	300.00	89.61	210.39	29.87%
Revenue - Commwlth of VA	917,824.92	475,652.48	442,172.44	51.82%
<b>Total Highway Fund Revenue</b>	<b>918,124.92</b>	<b>475,742.09</b>	<b>442,382.83</b>	<b>51.82%</b>
<b>Town of Smithfield Highway Fund</b>				
<b>Description</b>	<b>Proposed Budget 2010/2011</b>	<b>Balance as of 01/31/11</b>	<b>Remaining Budget</b>	<b>% of budget</b>
<b>Expenses</b>				
Salaries	158,600.00	87,055.16	71,544.84	54.89%
FICA	12,700.00	6,820.78	5,879.22	53.71%
VSRS	17,390.00	8,322.40	9,067.60	47.86%
Health	32,240.00	20,260.55	11,979.45	62.84%
Uniforms	1,500.00	1,181.01	318.99	78.73%
Engineering	10,000.00	913.18	9,086.82	9.13%
Grass	31,095.00	15,465.00	15,630.00	49.73%
Maintenance	245,179.92	113,808.14	131,371.78	46.42%
Asphalt/Paving		15,904.32	(15,904.32)	
Ditching		56,069.81	(56,069.81)	
Traffic Control devices		10,434.40	(10,434.40)	
Other (lawnmowers, landscaping, etc)		18,037.26	(18,037.26)	
Structures and Bridges		-	-	
Ice and Snow removal		-	-	
Administrative		562.19	(562.19)	
Street Lights	82,800.00	36,405.49	46,394.51	43.97%
Insurance	16,250.00	12,265.08	3,984.92	75.48%
Gas and Tires	6,000.00	2,509.27	3,490.73	41.82%
Stormwater (PARS)	-	1,339.29	(1,339.29)	#DIV/0!
Stormwater Management Program (town)	2,500.00	1,875.00	625.00	75.00%
Stormwater Management Program (regional)	2,500.00	1,875.00	625.00	75.00%
Joint Cost Allocation	5,855.00	-	5,855.00	0.00%
Overhead Allocation	44,515.00	-	44,515.00	0.00%
<b>Total Highway Fund Expense</b>	<b>669,124.92</b>	<b>310,095.35</b>	<b>359,029.57</b>	<b>46.34%</b>
<b>Net Reserves (+/-)</b>	<b>249,000.00</b>	<b>165,646.74</b>	<b>83,353.26</b>	<b>66.52%</b>

	2010/2011 Proposed Budget	2010/2011 Actual 1/31/2011	Remain Budget	% of Budget
<b>HIGHWAY</b>				
<b>Net Operating Reserves (Deficit)</b>	<b>249,000.00</b>	165,646.74	83,353.26	66.52%
John Rolfe/Battery Park intersection Turn Lane	(50,000.00)	-	(50,000.00)	0.00%
North & South Church Street Beautification	(144,000.00)	-	(144,000.00)	0.00%
Storm Drain Improvements	(50,000.00)	-	(50,000.00)	0.00%
Gateway Improvements	(5,000.00)	-	(5,000.00)	0.00%
<b>Net Capital Outlay</b>	<b>(249,000.00)</b>	-	<b>(249,000.00)</b>	<b>0.00%</b>
<b>Net Reserves (Deficit) after capital outlay</b>	<b>0.00</b>	<b>165,646.74</b>	<b>(165,646.74)</b>	<b>#DIV/0!</b>
<b>net carryforward 2010</b>		<b>27,292.66</b>		
		<b>192,939.40</b>		

**Notes to financial statements: December 31, 2010**

**GENERAL FUND**

**Revenues**

Current Real Estate Tax

Collections of 2010 RE posted through 3/17/11 total \$1,680,332 which leaves us approximately \$39,478 below budget. Collection notices were sent out and have generated some payments. Delinquents currently stand at 3.6% of total billings.

Delinquent Real Estate Tax

While delinquent RE taxes have reached budget, we hope collections will remain strong through the remainder of the fiscal year. We have collected \$23,450.68 through March 17, 2011. Last year, we collected \$32,100 in delinquent RE.

Current Personal Property Tax

Collections of 2010 PP posted through 3/17/11 total \$832,740 which exceeds budget projections and exceeds last year's collections by \$18,327. Last year's PP assessments dropped and we accordingly budgeted for flat revenues in FY2011 because we did not have new assessment information at the time of budget. Actually PP assessments for this year increased by 14%.

Delinquent Personal Property Tax

Collections of delinquent PP have been very strong this year. Through 3/17/11, we have collected \$44,040 in delinquent personal property taxes which well exceeds the \$17,675 collected last year.

Franchise Tax

This tax, paid by the local banks, is not collected until the last quarter of the fiscal year.

Transient Occupany Tax

Third quarter payments for transient occupany tax were received in January. The third quarter was very strong with revenues of \$40,204 compared to \$29,916 for last year. This makes up for first quarter where we received \$27,326 compared to \$40,057 for last year. Since the first quarter was the weakest of the year, we should meet budget even if revenues drop in the fourth quarter as they did in 2010 (-\$11,322).

Communications Tax

The state has only remitted tax for July through November which is the reason for the low percentage of revenue collected in this category. Receipts are \$7,652 higher than July through November of FY2010.

Sales Tax

Sales tax is remitted to the Town from the County after they receive it from the state. Like communications tax, the Town has only received our portion of sales tax for July through November as of the January statement. Sales tax revenues appear to be very flat reflecting a slight decrease of \$795 for the same period in 2010.

Consumption/Utility Tax

As with communications tax, there is a lag between the time that taxes are collected by the utility companies and when they are remitted to the Town. The January statement reflects receipts for July through November.

Business License Permits

Renewals are not due until April 15, 2011. Most of this revenue is recorded in the 3rd and 4th quarters

of the fiscal year. The amount shown in December reflects new businesses or delinquent collections from FY2010.

Permits & Other License

Permits show a drop because of refunds of \$1601 for prior year land disturbance bonds. These bonds should have been booked as a liability instead of a revenue, but the front office clerks confused the payments for land disturbance permits instead of land disturbance bonds. Since they were originally posted as revenue, they have to be refunded out of revenue.

Inspection Fees

Inspection fees have shown no activity year-to-date. Per discussion with Director of Planning, Zoning, and Public Works, this line item will probably not show much activity this year and will have to be adjusted down with budget amendments.

Vehicle License Fees

Collections of VL tax through March 15 total \$123,435.28 which exceeds last year's collections by \$7,397. Some of this increase is attributable to delinquent collections of VL fees for FY2010 that were not paid until FY2011.

General Fund Interest

While general fund interest is running slightly below projections, I still expect to reach budget by year end. Quarterly CD payments are due in February with the exception of one CD renewal in March that was moved to a money market account with a rate of 1.15% compared to the CD renewal rate of 0.65%. The expiring CD rate was also 1.15%, so at least the revenue stream will remain level.

Beautification Interest

Interest for the beautification fund is obviously lower than budgeted and will have to be corrected with a budget amendment. Interest earned on the MM account last year was between \$280 and \$325 per month while this fiscal year, it has not exceeded \$63.

Pinewood Heights Tenant Rentals

This revenue represents the tenant portion of rent for Section 8 housing in the Pinewood Heights subdivision. The Town's one Section 8 tenant was relocated in March, so that revenue will terminate. The Town will not have any additional Section 8 rental revenue unless additional units are purchased in Pinewood with a delay in relocation.

Sale of Real Estate

Budgeted for anticipated sale of property on North Church Street. Property has not yet been sold.

Sale of Equipment

Scrap items are placed on the govdeals web site for sale. Depending on the quantity and quality of items posted for sale, the town usually recovers at least \$1000 per year. Last year, the Town received over \$4000 for the sale of 4 sewer trash pumps and a few small items (projector, filing cabinets, etc)

Other Revenue

Other revenue represents the Town's miscellaneous items such as copies, returned checks, postage refunds, accident reports, vendor refunds, etc. Total miscellaneous revenue for FY2010 was \$4,998 , but activity has been very slow in FY2011.

From Police CD

The Police Department generally pulls interest from its CD funds once a year to fund scholarship(s) for teenagers/young adults in the community through the CHIPS program.

From Operating Reserves

Prior to December, the Town was showing a large sum of operating reserves being used to fund

operating expenses in each of the monthly statements. Tax collections were significant in December creating cash reserves at this point in the fiscal year which will show in the expense portion of the financial statement as going to reserves/savings.

Law Enforcement

These receipts are received quarterly from the state. We have only received 2 quarters to date.

Fire Programs

State money for fire programs has not yet been received this fiscal year. This is a pass thru that is given to the Smithfield Volunteer Fire Department.

ARRA Federal Stimulus Regional Share

Stimulus money was committed for the South Church Street project. We received \$104,042.33 on March 17, and submissions have been made for the balance. All stimulus funds have been exhausted for the project as itemized by Excel.

ARRA Federal Stimulus-Police

The Police Department was awarded stimulus funds to offset purchase price of a new vehicle.

Urban Fund Partial Use Allocation

This money was previously designated for widening of S. Church Street but has been redirected to the South Church Street Enhancement project. No funds have been drawn to date.

Federal Grant-Transportation Enhancement Program

Federal grant funds were awarded for the South Church Street Enhancement project. Now that stimulus monies have been exhausted, grant money will be the next funds used for the project.

Line of Credit Proceeds

As per the 2009 audit, line of credit proceeds will not show on the income statement as originally budgeted but as a current liability on the balance sheet instead. FYI, the draw down balance of \$254,268.07 was paid off in February with only a small interest bill remaining for March.

Loan Proceeds-Acquisition

This line item was budgeted in anticipation of acquisition of real property. Loan requests have not yet been initiated pending final agreement with Isle of Wight County and bid results from local contractors on rehab work to be done.

Insurance Recoveries

Like cash proffers, insurance recoveries are not budgeted until they occur. This line item represents expense recovery from VML for a police car that was totaled. This line item will require a budget amendment.

Contributions-Windsor Castle Park

This unbudgeted item surfaced at the request of Mr. Luter who asked that the Town accept a donation for additional work done at the park. The Town in turn paid the remainder of invoices associated with the work. This will be a budget amendment.

**Expenses**

**All Departments**

Insurance

The Insurance line item for all departments (except the fire dept) represents three quarterly payments to VML for property/casualty and workers' compensation insurance. Three-fourths of the annual cost is recorded at this time with the last quarterly payment to be made either at the end of March or

the beginning of April, 2011.

Health

Health for all departments represents payments for July through February coverage, thus each department is already reflecting expense of approximately 65% of annual budget. Insurance payments are due on the 1st, so they are usually paid in advance.

Dues and Subscriptions

Most dues and subscriptions renew at the beginning of the fiscal year. It is not uncommon for the majority of this line item to be expensed in the first half of the fiscal year.

**Town Council**

Employee Wellness/Assistance Plan

By reducing the employee insurance plan from an HMO Product 15 to an HMO Product 25, the Town was able to save enough money to offer an EAP program to all employees (even those who do not participate in the Town's health insurance program). The total cost of the EAP for the year will be approximately \$1766.16. The cost of the EAP combined with the Town's share of health premiums will still fall below the adopted budget. This benefit was included in the Town's request for proposals last spring because a need had been identified in several departments.

Update Town Charter & Code

Charges for 86 supplement pages. This line item will require a budget adjustment.

**Town Manager**

Dues & Subscriptions

Slightly over budget. Last year's expense was \$1834. Includes VLGMA, ICMA, APA, and AICP memberships as well as Kiwanis.

Computer & technology expenses

This category includes several large purchases from CDW Government, Inc. including an HP SB 6000 and 22" wide monitor (\$1,315.94), license agreement plan for 2 blackberry servers (\$1,449.41), an HP DL120 G6 server with 3 year maintenance contract (\$2,010.27) and SONICWALL GTWY SEC PRO (\$2,175.00).

Need to discuss this line item in more detail during the next budget process in regards to what items are charged to this line item and which items should be allocated to departmental expenses.

Travel & Training

This line item will exceed budget. Peter had expected this as his travel requests were approved after the budget was developed. Last year's total was \$4,998, but this year reflects \$5,689 through March 16.

**Town Treasurer**

Audit

Goodman & Company progress billing for services rendered in connection with 2010 annual audit. There will be another billing in February which will reflect actual expenses at 100% of budget.

Service Contracts

Dec. ytd expenses represent both halves of the annual maintenance contract for the BAI software (\$4167\*2=\$8334) and the full year contract for the online tax payment processing software (\$3250). The remainder of the balance are monthly maintenance fees on all of the printers in the Treasurer's office. We are still expecting an annual maintenance invoice for the fixed asset system.

**Public Safety-Police Department**

Service (Maintenance) Contracts

Payment was made in August for the annual contract for OSSI in the amount of \$15,885.99. This covers records management and the mobile units. Also, \$4434.00 was paid in November to ID Networks for livescan annual maintenance. These charges are in addition to the monthly maintenance charge paid to Gately Communications of \$590.50.

Computer & Technology Expenses-licenses

In November paid \$35,780.00 to Sunguard for OSSI license fees. This was originally budgeted to be split between FY2010 and FY2011. A budget amendment was made in FY2010 to increase this line item by \$8000 but charges were never incurred during the last fiscal year.

Vehicle Maintenance

Vehicle maintenance has been steadily increasing over the past 2 years, and I think our budget projections have probably been too conservative. Total vehicle maintenance for 2009 was \$35,058 and for 2010 was \$38,522. Our current budget of \$32,400 is lower than expenses for both of the previous 2 years. Several transmissions have been rebuilt this year, and we have had some repairs related to accidents (deductible portions). Also, the delay on purchase of new vehicles this fiscal year keeps older vehicles on the road often resulting in higher repair bills.

Tires

This line item will also be overbudget as of March currently showing a balance of \$5684.64. The previous 2 years were both below \$5000 (\$4700 & \$4800).

Investigation Expenses

Unbudgeted costs of police narcotics undercover work during the summer.

**Public Safety-Fire Department**

Salaries (Contribution to County)

The Town budgets \$60,000 per year for fire salaries and rescue squad salaries. The Town's budget shows the contributions as \$30,000 for each service. The money is paid directly to Isle of Wight County and is not necessarily divided equally between the two services. Per the County, the money is directed where there is the most need. The Town's budgeted rescue squad portion was paid in February, and the fire allocation will be paid towards the end of the fiscal year.

Member Physicals

Invoices paid to Sentara Obici for physicals/tests for new members. Once their allotment is used up, the Fire Department would assume remaining costs for the fiscal year or draw from another departmental line item if available.

Computer & Technology Expenses

Credit balance reflects credits on account for return items that were purchased in FY2010.

Insurance The Fire Department's insurance premium is paid in an annual installment due in July.

Truck Operation & Maint. Several invoices totaling \$1,691.33 to Blue Ridge Rescue Supplies for parking brake light, alkaline LED orange, 2 light kits including charger and adapter. Remaining invoices include \$512 to Safeware Inc. for alarm settings and \$1,245.42 to Smithfield Auto Parts for various repairs. In December, the Fire Department exceeded budget for this line item. There were no additional charges in January. This overage will have to be offset by reductions in other line items that have not been fully utilized.

Fuel Fund & Travel Fuel fund is paid once a year to the Fire Department who then distributes it among its volunteers proportionately based on the number of calls to which they respond during the fiscal year. Payment was made in March.

State Pass Thru State fire funds are received by the Town on behalf of the Fire Department and shown under state grant revenues. In turn, the Town cuts a check to the Fire Department to transfer the funds to their organization. These funds have not yet been received from the state; therefore, the transfer has not yet taken place. The funds should be distributed in June.

**Contributions-Public Safety**

Rescue Squad-Salaries (to County) & shared maintenance See Fire Salaries (Contribution to County) above.

E911 Dispatch Center Monthly payments have been made for the E911 portion of the communications tax that is transferred to the county. A payment of \$22,954 was also made in February towards the budgeted total. The county bills the town with a year end true-up as of June 30, so the Town will not know the true value of this line item until after year end. Some years it has increased, and occasionally we have had a refund. The County provides this budget number.

Fire Department Rescue Truck Per the Fire Department's request, this payment was made in February.

**Smithfield Center**

Kitchen Supplies Expense is made up of 2 invoices from US Foodservice totaling \$2,168.67. Also includes \$456.82 from candy concepts for the candy/snack station. This line item was targeted in September as being tight for the remainder of the year; however, there have been no additional charges for kitchen supplies since October.

Travel & Training Majority of expenses to date relate to the IACCA National Conference that was held in Asheboro, NC.

Advertising Advertising expense hits sporadically depending upon the season and the type of

events that are scheduled. Amy has always done a good job of living within her budget for this expense item.

### **Contributions-Parks, Recreation and Cultural**

#### Windsor Castle

Upon accepting Mr. Luter's additional donation to the Town, the Town was responsible for paying several outstanding invoices. One was to Bryant's Excavation for \$67,620.23 for general maintenance (clean up, cleaning barn, watering trees), another to Lawrence Pitt for \$15,000 for administrative oversight, and the final invoice to Thomas Tye Associates for \$5500 for appraisal of 302 Jericho Road. Those invoices total \$88,120.23 and will be added to the amended budget. If those items are removed from the year-to-date total of \$135,077.12 then the adjusted expense is \$46,956.89 which is still within the current budget of \$60,000.

### **Contributions-Community Development**

#### APVA Courthouse Contribution

We have not yet received a request for payment. Last year's payment was made in June.

#### Chamber of Commerce

Surprisingly, we have not paid this item. It was paid in July 2009 for FY2010. I will have to contact the Chamber regarding an invoice.

#### TRIAD

This line item was paid in February.

#### Tourism Bureau

For now, this line item includes a \$20,840.13 refund from IOW County for 2010 year end true up. This may have to be partially refunded after discussion at the next Tourism Board meeting.

#### Historic Smithfield

This was an unbudgeted request to jump start the 2020 streetscape matching funds program.

### **Public Works-Planning, Engineering, & Public Works**

#### Uniforms

Uniforms expense is running higher than expected for year-to-date. The total budget for all funds (including WA, SW, and HWY) is \$9200. Total expense for all funds in FY2010 was \$10,882.60; therefore, we started the 2011 budget cycle with insufficient funds. Per discussion with Bill Hopkins, the PW department just completed a bid process for these services, and the costs should drop 30%. I will work with PW to more accurately project this line item for the remainder of FY2011 and the upcoming 2012 budget.

#### Repairs & Maintenance

Includes \$3471.93 paid in October for truck repairs/tires to units 11b, 12, and 19b. Also paid \$958.08 in December to Dave's Service Center for installation of fuel pump assembly and rear axle seal/brake

shoes on 2002 Ford Ranger. No large expenses in January. Total cost for 2010 was \$5,304.

## **Public Buildings**

### Communications

Includes a charge to American Express to the Fidelity Team for annual software and support agreement for 21-40 users for \$1,456.00. This expense was only \$779.72 in FY2010. Also, the FY2010 budget had to be amended to reflect this software contract. Final budget for FY2010 was \$2500. FY2011 will have to be amended as well.

## **Other Financing Uses**

### Transfers to Operating Reserves

This line item reflects revenues in excess of expenditures at this point in the fiscal year. Since the bulk of tax collections are reflected in December and January, this number will decline throughout the remainder of the fiscal year as these revenues are used to offset expenses through June 30.

### Transfers to Restricted Reserves-S Church Street Project

This line item represents donations for the S. Church Street project that will exceed expenditures for FY2011. These funds would be escrowed and used in FY2012 to finish the project.

## **Debt Service**

### Principal & Interest Retirement for Leased Generators

Both of these leases (for Town Hall and the Smithfield Center) have been paid in full.

### Public Building Acquisition-Principal & Interest

Loan funds have not yet been secured for the acquisition/renovation of public buildings.

### Line of Credit Retirement-Interest

Originally, this line item was budgeted to reflect principal and interest payments on line of credit draw downs. Per the 2010 audit, only the interest portion should be reflected on the financial statements. This line item will require a budget amendment.

## **Capital Expenses**

### Smithfield Center-AV Upgrades/Chandelier installation

Upgrades for the center were budgeted in one lump sum. Budget will be itemized once costs are determined for all items. Since the Town's threshold is \$5000 for a capitalized item, some of these expenses may be recategorized as operating instead of capital.

### Public Buildings-New roof on maintenance building

Unbudgeted expense for emergency repair. Will have to be a budget amendment.

## **SEWER FUND**

### **Revenues**

### Sewer Charges

Sewer charges are still approximately 14% higher than the same time last year. Consumption is always

difficult to budget as it does tend to vary depending on weather. Usage was definitely up during the summer months because of the hot, dry conditions.

Sewer Compliance Fee

There is a budget error in the sewer compliance fee. Billings are right on target, however, the budget should have been \$486,000, not \$404,500. The calculation was based on last year, however, one billing cycle had to be reversed because HRSD did not add the charges to the bills. I did not account for that dropped month when I made my budget calculation for FY2011. This change will be made as a budget amendment at year end.

**Expenses**

Health

Health insurance premium represents payments for July through February coverage, thus this line item is already reflecting expense of approximately 61% of annual budget.

Uniforms

See PW Uniforms in general fund. All funds are running high on uniform expense. Will work with PW to revise the numbers for FY2011 and more accurately project FY2012.

HRPDC-Fog & HRPDC Sewer Programs

These line items are paid quarterly and represent 3 of 4 quarterly payments for FY2011. The HRPDC-Fog line item was not originally budgeted but was added as an annual expense by HRPDC after the Town's budget was adopted. A budget amendment will be made to reflect this line item.

Insurance

Insurance expense reflects three quarterly payments to VML for property/casualty and workers' compensation insurance.

Contractual

Includes \$395 to Specter Instruments for annual renewal of ESP Support Contract for Win-911. All other expense is made up of payments to VUPS and is based on the number of transmissions.

**Working Adjustments to CAFR**

Additional debt service costs-principal expense

This expense does not show on the operating statement for the CAFR. It is a balance sheet item only. We show it as a working adjustment so that we do not lose sight of the cash needed to fund this principal. The sewer loan is paid twice a year as explained in interest expense above. The full principal for the year is paid in the first payment with the second payment being interest only.

**Capital Expenses**

Main Street Pump Station

Reflects electrical renovation/installation services for Main Street pump station per contract with REW. This item was not carried forward from FY2010 and will have to be included as a budget amendment.

Capital-VAC Truck

This expense is part of the total budgeted expense for Sewer Consent Order. It will

be broken out in the budget revision at year end. Sewer Capital Escrow money was used to fund the expense.

## **WATER FUND**

### **Revenues**

#### Water Charges

Consumption is approximately 17% higher than during the same period last fiscal year.

### **Expenses**

#### Health

Health insurance premium represents payments for July through February coverage, thus this line item is already reflecting expense of approximately 60% of annual budget.

#### Uniforms

See PW Uniforms expense. All funds are slightly above budget for year-to-date.

#### Contractual

October included annual software and hardware (partial) maintenance fees of \$3065 to HD Waterworks for handheld meter readers and cradles. Annual maintenance contracts may end up slightly over budget. It is difficult to estimate James R. Reed charges for sample testing which have ranged from \$105 to \$920 during this fiscal year.

#### Professional Services

September reflected \$948 payment to Clark Nexsen for a water tank inspection report. In December an additional \$14,150 was paid to Clark Nexsen for review of the water tank inspection report and budget estimates for repairs.

#### Regional Water Supply

As with sewer, this HRPDC line item is paid quarterly. Three of four payments have been made for the fiscal year.

#### Insurance

Insurance expense reflects three quarterly payments to VML for property/casualty and workers' compensation insurance.

#### Miscellaneous

This expense represents quarterly payments to VDH that are based on the number of water customers the town had as of July 1.

### **Working Adjustments to CAFR**

#### Additional debt service costs-principal expense

As with sewer, the first payment of the year includes interest and principal with the second payment being interest only. Thus 100% of principal budgeted has been

paid.

## Capital Expenses

### Waterline Replacement

This is an unbudgeted expense that has been evaluated as an improvement to be implemented during construction for the S. Church Street Enhancement Project. Current costs reflect work by Clark Nexsen.

## HIGHWAY

### Health

Health insurance premium represents payments for July through February coverage, thus this line item is already reflecting expense of approximately 63% of annual budget.

### Uniforms

Uniforms expense is allocated between PW, SW, WA, and HWY based on % of personnel for each of these functions. All funds are reflecting higher costs than expected year-to-date. See PW uniforms explanation.

### Insurance

Insurance expense reflects three of four quarterly payments to VML for property/casualty and workers' compensation insurance.

### Stormwater (PARS)

This was an unbudgeted expense that was added by the Hampton Roads Planning Commission District this fiscal year. It was not included in the preliminary budget that HRPDC provided us in the spring to plan our annual budget. The total for the year will be \$1785.71.

### Stormwater Management Program (town & regional)

This HRPDC line item is paid quarterly. Three of four payments have been made for the fiscal year.

CASH BALANCES AS OF FEBRUARY 28, 2011						
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	DATE RECONCILED	Current Month INTERCO. TRANSFERS	Year end Interco. Transfers	ADJUSTED BALANCES
<b>Water</b>	Farmers Bank	<b>852,754.04</b>	03/11/11	(313,166.63)	-	539,587.41
<b>Water-Debt Service</b>	Farmers Bank	<b>1,006,543.44</b>	03/14/11	40,327.41		1,046,870.85
<b>Water Capital Escrow (availability fees)</b>	TowneBank	<b>1,041,691.23</b>	03/14/11	8,160.00		1,049,851.23
<b>Water Development Escrow</b>	TowneBank	<b>223,542.79</b>	03/14/11			223,542.79
<b>Water General Obligation Funds</b>	<b>US Bank-market val</b>	<b>2,238,745.13</b>	03/14/11			2,238,745.13
<b>Subtotal Water</b>		<b>5,363,276.63</b>		<b>(264,679.22)</b>	<b>-</b>	<b>5,098,597.41</b>
<b>Sewer</b>	Farmers Bank	<b>241,578.47</b>	03/11/11	(99,232.75)	-	142,345.72
<b>Sewer Bond Escrow</b>	TowneBank	<b>38.57</b>	03/14/11			38.57
<b>Sewer Development Escrow</b>	TowneBank	<b>315,083.69</b>	03/14/11			315,083.69
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	<b>643,366.95</b>	03/14/11	12,360.00		655,726.95
<b>Sewer Compliance</b>	Farmers Bank	<b>472,953.49</b>	03/14/11	48,041.16		520,994.65
<b>Subtotal Sewer</b>		<b>1,673,021.17</b>		<b>(38,831.59)</b>	<b>-</b>	<b>1,634,189.58</b>
<b>Highway</b>	Farmers Bank	<b>241,929.11</b>	03/11/11	(78,057.00)	-	163,872.11
<b>General Fund</b>	Farmers Bank	<b>1,531,422.72</b>	03/14/11	381,567.81	-	1,912,990.53
<b>Payroll</b>	Farmers Bank	<b>29,136.67</b>	03/11/11			29,136.67
<b>Money Market-General Fund</b>	TowneBank	<b>223,315.76</b>	03/14/11			223,315.76
<b>Money Market-General Fund</b>	Farmers Bank	<b>32,794.18</b>	03/14/11	-		32,794.18
<b>General Fund Capital Escrow Account</b>	TowneBank	<b>50,382.69</b>	03/14/11	-		50,382.69
<b>Certificate of Deposit</b>	Farmers Bank	<b>1,153,910.72</b>	02/09/11	(500,000.00)		653,910.72
<b>Certificate of Deposit-Police Dept</b>	Farmers Bank	<b>35,624.25</b>	03/14/11			35,624.25
<b>Special Project Account (Pinewood)</b>	Farmers Bank	<b>386,917.62</b>	03/14/11	-	-	386,917.62
<b>Pinewood Heights Escrow</b>	Farmers Bank	<b>25,681.98</b>	03/14/11			25,681.98
<b>S. Church Street Account</b>	TowneBank	<b>624,870.94</b>	03/14/11	500,000.00		1,124,870.94
<b>Subtotal General Fund</b>		<b>4,094,057.53</b>		<b>381,567.81</b>	<b>-</b>	<b>4,475,625.34</b>
<b>Beautification Fund</b>	Farmers Bank	<b>7,786.41</b>	03/14/11			7,786.41
<b>Money Market-Beautification</b>	Farmers Bank	<b>298,051.98</b>	03/14/11			298,051.98
<b>Subtotal Beautification</b>		<b>305,838.39</b>				<b>305,838.39</b>
<b>Rising Star CDBG</b>	Farmers Bank	<b>63.49</b>	03/14/11			63.49
<b>TOTAL ALL FUNDS</b>		<b>11,678,186.32</b>		<b>0.00</b>	<b>-</b>	<b>11,678,186.32</b>

Mr. William Hopkins III  
 Town of Smithfield  
 310 Institute Street  
 P.O. Box 246  
 Smithfield, VA 23431

Project Manager Michael Tippin  
 Principal David Bradshaw

Project 3683 South Church Street Construction Inspection Services (IDQ 3152)  
Professional Services for the Period through February 28, 2011

Description	Total Fee	Percent Complete	Total Fee Earned	Prior Fee Earned	Current Fee Earned
CA - Office	194,034.00	6.00	11,642.04	0.00	11,642.04
Total Fee	194,034.00		11,642.04	0.00	11,642.04
	<b>Subtotal</b>				<b>11,642.04</b>
			<b>Invoice Total:</b>		<b>\$11,642.04</b>

cc: Town of Smithfield  
 Ellen Minga  
 310 Institute Drive  
 P.O. Box 246  
 Smithfield, VA 23431

Clark Nexsen - Deborah A. Gill

*dagill*

VENDOR # \_\_\_\_\_  
 ACCOUNT # 4130-8100  
 DEPT HEAD N. F. F.  
 TOWN MANAGER Falls

MAR - 2 2011

# REQUEST FOR PAYMENT

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

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

Invoice: 14700211  
 Draw: #00006  
 Invoice date: 3/1/2011  
 Period ending date: 2/28/2011

Contract For:

**Request for payment:**

Original contract amount	\$4,119,800.00	
Approved changes	\$0.00	
Revised contract amount		\$4,119,800.00
Contract completed to date		\$973,677.77
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$48,683.69	
Total completed less retainage		\$924,994.08
Less previous requests	\$725,201.55	
Current request for payment		\$199,792.53
Current billing		\$210,307.71
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$10,515.18	
Current amount due		\$199,792.53
Remaining contract to bill	\$3,194,805.92	

Project: 1470  
 South Church Street WTF

Contract date: 7/22/2010

Engineer/Architect Approval	
Engineer/Architect:	By: <u>[Signature]</u>
Date:	<u>3/8/11</u>
Owner Approval	
Owner:	By: _____
Date:	_____

CHANGE ORDER SUMMARY	
Changes approved in previous months by Owner	
Total approved this Month	
<b>NET CHANGES by Change Order</b>	<b>0.00</b>

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

CONTRACTOR:

By: [Signature]  
 Date: 3/1/11

State Of Virginia

City/County Of Lynchburg

Subscribed and sworn to before me this 1st day of March, 2011

Notary Public

My commission expires:

Carolyn S. Shelton  
July 31, 2013

VENDOR # \_\_\_\_\_

ACCOUNT # 005-42060-7028

DEPT HEAD [Signature]

TOWN MANAGER [Signature]

CAROLYN S. SHELTON NOTARY PUBLIC REGISTRATION # 110814 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JULY 31, 2013
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# REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700211

Draw: #00006

Period Ending Date: 2/28/2011 Detail Page 2 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
10	Mobilization	201,000.00	180,900.00			180,900.00	90.00	20,100.00	9,045.00
20	Bond	30,000.00	30,000.00			30,000.00	100.00		1,500.00
30	License/Insurance	15,000.00	15,000.00			15,000.00	100.00		750.00
40	General Conditions	300,000.00	105,000.00	21,000.00		126,000.00	42.00	174,000.00	6,300.00
50	Temporary Work	30,000.00	27,000.00			27,000.00	90.00	3,000.00	1,350.00
60	Demo	20,000.00	20,000.00			20,000.00	100.00		1,000.00
70	Silt Fence	5,000.00	5,000.00			5,000.00	100.00		250.00
80	Site Cut/Fill	15,000.00	8,400.00	6,600.00		15,000.00	100.00		750.00
90	Strip/Replace Topsoil	10,000.00	5,000.00			5,000.00	50.00	5,000.00	250.00
100	Gravel Drive	40,000.00						40,000.00	
110	Bioretention	25,000.00						25,000.00	
120	E & S Measures	7,500.00	7,500.00			7,500.00	100.00		375.00
130	Clearing	7,500.00	7,500.00			7,500.00	100.00		375.00
140	Asphalt Base Stone	40,000.00						40,000.00	
150	Restoration	10,000.00						10,000.00	
170	Retaining Wall	15,000.00						15,000.00	
180	Fence	10,000.00						10,000.00	
190	Paving	50,000.00						50,000.00	
200	Concentrate Pump Station Slab	10,000.00	10,000.00			10,000.00	100.00		500.00
205	Concentrate Walls	15,000.00	15,000.00			15,000.00	100.00		750.00
210	Concentrate Top	10,000.00	10,000.00			10,000.00	100.00		500.00
215	Clearwell Slabs	20,000.00	20,000.00			20,000.00	100.00		1,000.00
220	Clearwell Walls	50,000.00	50,000.00			50,000.00	100.00		2,500.00
225	Clearwell Top	20,000.00		20,000.00		20,000.00	100.00		1,000.00
230	Tunnel Footing	10,000.00	10,000.00			10,000.00	100.00		500.00
235	Tunnel Walls	20,000.00	20,000.00			20,000.00	100.00		1,000.00
240	Tunnel Top	20,000.00		14,000.00		14,000.00	70.00	6,000.00	700.00
245	Lime Pit	10,000.00	10,000.00			10,000.00	100.00		500.00
250	Building Footings	15,000.00	6,750.00	8,250.00		15,000.00	100.00		750.00
255	Pads and Pipes Supports	15,000.00	1,500.00						
260	Generator Pad	5,000.00			327.95	1,827.95	12.19	13,172.05	91.40
265	Concrete Rake per Detail D/S5	5,000.00						5,000.00	
270	Building Slab	25,000.00		12,500.00		12,500.00	50.00	12,500.00	625.00

# REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700211

Draw: #00006

Period Ending Date: 2/28/2011 Detail Page 3 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
310	Bldg.-Split Face	5,000.00							
315	Bldg.-Brick & Precast	35,000.00						5,000.00	
320	Bldg.-CMU	80,000.00	8,000.00	5,600.00		13,600.00	17.00	35,000.00	
325	Pump Sta.-Split Face	5,000.00						66,400.00	680.00
330	Pump Sta.-Brick	7,500.00						5,000.00	
335	Pump Sta.-CMU	7,500.00						7,500.00	
420	Miscellaneous Metals	40,000.00	790.00	10,315.52	8,894.48	20,000.00	50.00	7,500.00	
430	Rough Carpentry	5,000.00						20,000.00	999.80
440	Trusses	20,000.00						5,000.00	
450	FRP Fabrications	10,000.00						20,000.00	
460	Fluid Air Barrier	20,000.00			1,198.78	1,198.78	11.99	8,801.22	59.94
470	Caulking	5,000.00						20,000.00	
480	Doors/Frames/Hardware	30,000.00						5,000.00	
490	Overhead Door	15,000.00			25,473.55	25,473.55	84.91	4,526.45	1,273.68
500	Windows/Glazing	5,000.00						15,000.00	
510	Drywall	12,000.00						5,000.00	
520	Tile/Flooring	5,000.00						12,000.00	
530	Painting	20,000.00						5,000.00	
540	Louvers/Vents	5,000.00						20,000.00	
550	Canopy	12,000.00						5,000.00	
560	Yard Pipe	80,000.00	6,400.00	36,941.36	16,658.64	60,000.00	75.00	12,000.00	
570	Interior Pipe	70,000.00	24,476.00					20,000.00	3,000.00
580	Furnish Pipe/Valves	150,000.00		16,865.00	23,576.27	48,052.27	68.65	21,947.73	2,402.61
590	Gates	60,000.00			35,635.00	52,500.00	35.00	97,500.00	2,625.00
600	Well Pumps	200,000.00			21,595.57	21,595.57	35.99	38,404.43	1,079.78
610	Vertical Pumps	55,000.00			531.47	531.47	0.27	199,468.53	26.57
620	SST Pumps	150,000.00						55,000.00	
630	Horz.Split Pumps	15,000.00						150,000.00	
640	Concentrate Pumps	55,000.00						15,000.00	
650	Chemical Feed System	45,000.00			398.18	398.18	0.72	54,601.82	19.91
660	Lime Feed System	60,000.00						45,000.00	
670	Laboratory Equipment	10,000.00						60,000.00	
680	Casework	10,000.00						10,000.00	
								10,000.00	

# REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700211

Draw: #00006

Period Ending Date: 2/28/2011 Detail Page 4 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
690	RO System-Submittals	75,000.00							
695	RO System-Filters	45,000.00						75,000.00	
700	RO System-CIP	60,000.00						45,000.00	
705	RO System-Skid	380,000.00						60,000.00	
710	RO System-I&C	115,000.00						380,000.00	
715	RO System-Mech Services	20,000.00						115,000.00	
720	RO System-I&C Services	35,000.00						20,000.00	
790	<del>Plumbing</del>							35,000.00	
800	U.G. Plumbing	40,000.00	3,250.00	36,750.00		40,000.00	100.00		2,000.00
810	A.G. Plumbing	10,000.00						10,000.00	
820	Fixtures	15,000.00						15,000.00	
950	<del>HVAC</del>								
960	DMC Unit	25,000.00						25,000.00	
970	Electric Heaters	25,000.00						25,000.00	
980	Mini Split System	10,000.00						10,000.00	
990	Aaon Unit	50,000.00						50,000.00	
1000	Fans	30,000.00						30,000.00	
1010	Duct	35,000.00						35,000.00	
1020	Controls	10,000.00						10,000.00	
1030	TABS	5,000.00						5,000.00	
1120	<del>Electrical Site Work</del>								
1125	Demo Temporary Electrical	1,000.00						1,000.00	
1130	Install Site Lighting	4,000.00						4,000.00	
1135	Install New Generator	4,000.00						4,000.00	
1140	<del>Reg. Equipment Installation</del>								
1145	Install Temporary Power	7,000.00	7,000.00			7,000.00	100.00		350.00
1150	Install Temp.Pwr.to Shed/Pmp#8	3,000.00	3,000.00			3,000.00	100.00		150.00
1155	Tie-in Temp.Power to Pump	2,000.00	2,000.00			2,000.00	100.00		100.00
1160	Generator Relocate & Start Up	1,000.00	1,000.00			1,000.00	100.00		50.00
1165	<del>Generator Relocation</del>								
1170	Install VFD's	140,000.00						140,000.00	
1175	Install Switchboard	57,000.00						57,000.00	
1180	Install Panelboards	9,000.00						9,000.00	

# REQUEST FOR PAYMENT DETAIL

Project: 1470 / South Church Street WTF

Invoice: 14700211

Draw: #00006

Period Ending Date: 2/28/2011 Detail Page 5 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1185	Install Transformers	6,000.00						6,000.00	
1190	Install MCC	51,000.00						51,000.00	
1195	Coordin.Study Safety Switches	22,000.00						22,000.00	
1200	Electrical Rough In/Slab	21,000.00		21,000.00					
1205	Duct Bank	14,000.00	1,734.17		7,365.83	21,000.00	100.00		1,050.00
1210	Rough In Interior Electrical	82,000.00				9,100.00	65.00	4,900.00	455.00
1215	Elec.Terminations/Trim Out	20,000.00						82,000.00	
1220	Start Up Facility	5,000.00						20,000.00	
1225	Install Branch Wire	10,000.00						5,000.00	
1230	Install Feeder Wire	48,000.00						10,000.00	
1235	Install Lighting	18,000.00						48,000.00	
1240	<del>Install Generator Pump Station</del>							18,000.00	
1245	Install Electrical	2,000.00						2,000.00	
1250	Start Up Pump Station	1,000.00						1,000.00	
1255	<del>Install Generator Well</del>								
1260	Electrical	1,000.00						1,000.00	
1265	Start Up Well Pump	1,000.00						1,000.00	
1330	Generator	200,000.00						200,000.00	
1340	Unit-Overexcavation	18,000.00						18,000.00	
1350	Unit-Conduit/Wire	1,800.00						1,800.00	

Totals	4,119,800.00	622,200.17	209,821.88	141,655.72	973,677.77	23.63	3,146,122.23	48,683.69
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036 HAJOCA RICHMOND  
 3000 COFER ROAD  
 RICHMOND VA 23224-7106  
 804-231-5790 Fax 804-230-4212

**\*\* INVOICE \*\***  
**(Reprint)**

INVOICE DATE	PROJECT NUMBER
02/15/11	S010142255.002
REMIT TO:	PAGE NO.
HAJOCA CORPORATION PO BOX 7777-W9470 PHILADELPHIA PA 19175-0001	1

BILL TO:  
 ENGLISH CONSTRUCTION CO INC  
 PO BOX P-7000  
 LYNCHBURG, VA 24505

SHIP TO:  
 ENGLISH CONSTRUCTION CO INC  
 SOUTH CHURCH ST WTC  
 SMITHFIELD, VA 23431

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	ADDRESS		
036-294391	1470		N	BRETT STREET	
SALESPERSON	OFFICE	SHIP TO	TERMS	SHIP DATE	ORDER DATE
Jesse Coseboom	Jesse Coseboom	SM SALESPERSON	2% 10TH PROX NET 25TH	02/15/11	01/21/11
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
1/2X12 60 DURO NEOPRENE	26FT	26FT	12.013FT	312.33	
WE STOCK BLK AND GALV ANGLE, CHANNEL & MORE!					
BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.				Subtotal	312.33
				S&H CHGS	0.00
				Sales Tax	15.62
				Amount Due	327.95

**\*\* Reprint \*\* Reprint \*\* Reprint \*\***

036 HAJOCA RICHMOND  
 3000 COFER ROAD  
 RICHMOND VA 23224-7106  
 804-231-5790 Fax 804-230-4212

**\*\* INVOICE \*\*  
 (Reprint)**

PROJECT DATE	PROJECT NUMBER
02/15/11	S009967090.001
BILL TO:	
HAJOCA CORPORATION	
PO BOX 7777-W9470	
PHILADELPHIA PA 19175-0001	
ISSUE NO.	1

BILL TO:  
 ENGLISH CONSTRUCTION CO INC  
 PO BOX P-7000  
 LYNCHBURG, VA 24505

SHIP TO:  
 ENGLISH CONSTRUCTION CO INC  
 SOUTH CHURCH ST WTC  
 SMITHFIELD, VA 23431

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER RELEASE NUMBER	ORDERED BY		
036-294391	1470		N BRETT STREET		
SALESPERSON	ORDER	SHIP DATE	TERMS	SHIP DATE	ORDER DATE
Jesse Coseboom	Jesse Coseboom	SM SALESPERSON	2% 10TH PROX NET 25TH	02/15/11	01/17/11
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXTENSION	
TOLCO FIG 32-6 ANCHOR CHAIR	3ea	3ea	40.240ea	120.72	
TOLCO FIG 32-4 ANCHOR CHAIR	7ea	7ea	25.493ea	178.45	
ANVIL 195-0 MED WELDED PLAIN BRACKET	17ea	17ea	126.000ea	2142.00	
WE STOCK BLK AND GALV ANGLE, CHANNEL & MORE!					
BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.					
			Subtotal	2441.17	
			S&H CHGS	5.00	
			Sales Tax	122.06	
			Amount Due	2568.23	

**\*\* Reprint \*\* Reprint \*\* Reprint \*\***

420



# Invoice

Right to site.

**Correspondence Address:**  
9300 73rd Avenue North  
Brooklyn Park, MN 55428  
Toll Free: (800) 547-2635  
Fax: (800) 317-8770

**Remit To:**  
NW 7845  
PO Box 1450  
Minneapolis, MN 55485-7845

**Invoice No** 552274 **Page** 1  
**Invoice date** 2/8/2011

**Bill To:**  
English Construction Company Inc  
PO Box P-7000  
Lynchburg, VA 24505  
US

**Ship To:**  
English Construction Company Inc  
1802-D South Church Street WTP  
Attn: Brett  
Smithfield, VA 23431  
US

**Attn:** Brett Street  
**Phone:** 804-845-0301  
**Fax:**

**Delivery Notes:** CALL 48 HOURS PRIOR TO DEL  
BRETT: 434-841-7549

<b>Order number</b> 79970	<b>Sales order date</b> 1/26/2011	<b>Account number</b> 551	<b>Loc</b> BP	<b>Account manager</b> Jason Giebel Patrick Marso
<b>PO number</b> 1470-PO-09	<b>Job No</b>	<b>Ship via</b> 01	<b>PPD/COL</b> LINE ITEM	

<b>Item No.</b> <b>Description</b>	<b>Quantity ordered</b>	<b>Qty Shipped/Returned</b> <b>Quantity on back order</b>	<b>Item price</b> <b>Discount %</b>	<b>UOM</b>	<b>Extended Total</b> <b>price</b>
RHPA36X30S1T  Roof Hatch, Personnel Access, 36x30, Sngl Dr, Alum. Mill, Sngl Wall Curb,	2.0000	2.0000	525.0000	EA	1,050.00
RHA3630T RHPA48X48S1T  Roof Hatch, Personnel Access, 48x48, Sngl Dr, Alum. Mill, Sngl Wall Curb,	5.0000	5.0000	950.0000	EA	4,750.00
RHA4848T FREIGHT  Delivery Charges Taxable	1.0000	1.0000	225.0000	EA	225.00

**Comments:** FX ECONOMY 2261102152

<b>Sales amount:</b>	6,025.00
<b>Misc./Fuel Surcharges</b>	0.00
<b>Freight:</b>	0.00
<b>Sales tax:</b>	301.25
<b>Subtotal:</b>	6,326.25
<b>Amount Received:</b>	0.00
<b>Total amount due:</b>	<b>6,326.25</b>

**Payment terms:** Net 30

420

**Cook and Boardman - Newport News**

**Invoice**

127 Production Drive  
 Yorktown, VA 23693  
 Tel: (757) 873-3979 Fax: (757) 873-3975

**RECEIVED**  
 2011 FEB -9 AM 8:31

Invoice # : 7019593  
 Date : Jan 25, 2011

Customer:  
 English Construction Co., Inc  
 P.O. Box P-7000  
 Lynchburg, Virginia 24505  
 Attn: Brett Street 434-841-7549

Ship To:  
 Water Treatment Plant  
 South Church Street  
 Smithfield, Virginia

Account Code : 101160  
 Terms : Net 30 Days  
 Customer Job # :  
 Salesperson : Eldon J Gainer  
 Order #/Name : 300447 - Water Treatment Plant

Quote # :  
 Purchase Order # :  
 Shipped Via :  
 Contact : Eldon J Gainer

<u>Invoiced</u>	<u>Product Description</u>
2	3072 FRP SL-17S 1-3/4 FRP HG COLOR LHR
2	4072 FRP SL-17P 1-3/4 FRP F COLOR RHR
2	4072 FRP SL-17P 1-3/4 FRP F COLOR LHR
1	3072 FRP SL-17S 1-3/4 FRP F COLOR RH
1	3672 FRP SL-17S 1-3/4 FRP F COLOR RHR
1	3072 FRP SL-17S 1-3/4 FRP HG COLOR RHR
1	4072 FRP SL-17S 1-3/4 FRP F COLOR LH
1	3072 FRP SL-17S 1-3/4 FRP F COLOR WH 45 MIN RHR
1	4072 FRP SL-17S 1-3/4 FRP F COLOR LHR
1	4072 FRP SL-17S 1-3/4 FRP F COLOR RHR

<u>Shipment Number</u>	<u>Shipment Date</u>	<u>Note</u>
21801	Jan 26, 2011	Only the frames were shipped per Contractor's (Brett Street) request, 11 Frames for 13 Doors (2 Pairs).

Freight & Delivery Amount	0.00
Pre-Tax Total	24,260.52
VA-VIRGINIA STATE TAX	970.42
VA-Isle Of Wight County	242.61
<b>Amount Due</b>	<b>25,473.55</b>

Job	Initial	Date
Supt.		
Proj. Mgr.		
FEB 10 2011		
Tax	Yes	No
STR	DIV	CODE
		AMOUNT

480

# FERGUSON ENTERPRISES, INC.

2010 GRAVES MILL RD  
FOREST, VA 24551-2657

RECEIVED

2011 FEB -4 AM 8:31  
Please contact with Questions:  
434-385-6600

INVOICE NUMBER	CUSTOMER	PAGE
2072267	80089	1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEI - LYNCHBURG #75  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

00026029 01 SP 0.440 01 TR 115 FRIDCT02 000000  
ENGLISH CONSTRUCTION CO INC  
SOUTH CHURCH STREET WTF  
PO BOX P 7000  
LYNCHBURG, VA 24505

SMITHFIELD WWTP  
C/O ENGLISH CONSTRUCTION  
1802 D SOUTH CHURCH STREET  
SMITHFIELD, VA 23431



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
75	75	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/31/11	ID 55548

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT	TAX	TOTAL
2		R202S189041	16X1 CC DBL STRP SDL 17.40-18.90	137.599	EA	275.20
			INVOICE SUB-TOTAL			275.20
			FREIGHT			22.68
			TAX VIRGINIA STATE ONLY			13.76

## FERGUSON ENTERPRISES, INC.

INITIALS	DATE
FEB 04	
AMOUNT	NO.

560

# FERGUSON ENTERPRISES, INC.

2010 GRAVES MILL RD  
FOREST, VA 24551-2657

INVOICE NUMBER	QUANTITY	DATE
2072274	80089	1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

Please contact with Questions:  
434-385-6600

RECEIVED

2011 JAN 24 PM 8:20

FEI - LYNCHBURG #75  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

00009411 01 SP 0.440 01 TR 039 FRIDCA01 000000  
ENGLISH CONSTRUCTION CO INC  
SOUTH CHURCH STREET WTF  
PO BOX P 7000  
LYNCHBURG, VA 24505

SMITHFIELD WTP  
C/O ENGLISH CONSTRUCTION  
1802 D SOUTH CHURCH STREET  
SMITHFIELD, VA 23431



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
75	75	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/20/11	10 55437
1	1	1	CMH3000W		R&C STD WTR	399.014	EA 399.0
1	1	1	PSVB562SW		2PC SC CI VLV WTR BX 16T/24B COMP	49.206	EA 49.2
60	60	2	KSOFTG60		1X60 K SOFT COP TUBE	884.022	C 530.4
2	2	1	BRNGU		1X6 BRS NIP	16.876	EA 33.7
1	1	1	MB25008G		1 CC X CTS COMP BALL CORP ST	38.843	EA 38.8
1	1	1	MB20045G		1 CC X FIP BALL CORP ST	35.315	EA 35.3
					WILSON TRUCK 84594457		
INVOICE SUB-TOTAL							1086.5
TAX VIRGINIA STATE ONLY							54.3

## FERGUSON ENTERPRISES, INC.

1470

Initial	Date
<i>[Signature]</i>	1-31-2011
JAN 24	
TAX	Yes No
Code	Amount
15-500000	1140.87

TERMS: NET 10TH PROX ORIGINAL INVOICE 1,140.87  
All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus WARRANTY PROVISIONS: SEE REVERSE SIDE A

560

**FERGUSON ENTERPRISES, INC.**  
 2010 GRAVES MILL RD  
 FOREST, VA 24551-2657

INVOICE NUMBER	80089	PAGE
2072273		1

RECEIVED

Please contact with Questions 2011 JAN 24 PM 8:20  
 434-385-6600

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FEI - LYNCHBURG #75  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

00010061 01 SP 0.440 01 TR 041 FRIDCW01 000000  
 ENGLISH CONSTRUCTION CO INC  
 SOUTH CHURCH STREET WTF  
 PO BOX P 7000  
 LYNCHBURG, VA 24505

SMITHFIELD WWTP  
 C/O ENGLISH CONSTRUCTION  
 1802 D SOUTH CHURCH STREET  
 SMITHFIELD, VA 23431



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1966	1966	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/18/11	10 55405
1	1	MH15209G	1	GTS COMP CURB ST	69.090	EA	69.09
				INVOICE SUB-TOTAL			69.09
				TAX VIRGINIA STATE ONLY			3.45

**FERGUSON ENTERPRISES, INC.**

1470

Initial	Date
VB	1-31-2011

JAN 24

Yes	No
Account	72.54

15-50000

TERMS:

NET 10TH PROX

ORIGINAL INVOICE

All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus

72.54  
 WARRANTY PROVISIONS: SEE REVERSE SIDE A

560



FERGUSON ENTERPRISES INC #75  
 2010 GRAVES MILL RD  
 FOREST, VA 24551-2657

EMAIL DUPLICATE INVOICE

Deliver To: DIANE CLIFTON  
 From: Lance Smith  
 Comments:

Please Contact With Questions:  
 434-385-6600

Invoice Number	Customer	Page
2079548	80089	1

Please refer to Invoice Number when making payment and remit to: TOTAL DUE ---> 1788.26

FEI - LYNCHBURG #75  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

**Sold To:**  
 ENGLISH CONSTRUCTION CO INC  
 SOUTH CHURCH STREET WTF  
 PO BOX P 7000  
 LYNCHBURG, VA 24505

**Ship To:**  
 SMITHFIELD WWTP  
 C/O ENGLISH CONSTRUCTION  
 1802 D SOUTH CHURCH STREET  
 SMITHFIELD, VA 23431

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1938	1938	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	02/16/2011	55762
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
3	3	MJLSLA16	16X15 MJ C153 LONG SLV L/A		237.600	EA	712.80
6	6	SSLDP16	16 DI MJ WDG REST GLND PK *ONELOK		144.813	EA	868.88

Invoice Sub-Total 1581.68  
 Freight 127.50  
 Tax 79.08

TOTAL DUE ---> 1788.26

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html)  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

560

# FERGUSON ENTERPRISES, INC.

2010 GRAVES MILL RD  
FOREST, VA 24551-2657

2073772	80089	1
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RECEIVED

Please contact with Questions  
434-385-6600

FEB -4 AM 8:31

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEI - LYNCHBURG #75  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

ENGLISH CONSTRUCTION CO INC  
SOUTH CHURCH STREET WTF  
PO BOX P 7000  
LYNCHBURG, VA 24505

SMITHFIELD WWTP  
C/O ENGLISH CONSTRUCTION  
1802 D SOUTH CHURCH STREET  
SMITHFIELD, VA 23431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID	
1938	1938	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/31/11	55550	
3	3	SP-PCPUGM	6 X 1'3 P X C X P STL WALL SLEEVE With collar in center of pipe. Pipe to be Tagged: "Concentrate." 12 X 1'3 P X C X P STL WALL PIPE With collar in center of pipe. Pipe Tagged with: "Concentrate." 5 X 1'0 P X C X P STL WALL PIPE Will collar in center of pipe. Pipe Tagged with: "Gates." 1.510 LINK SEAL W/ STL NUT & BOLT Please put link seals with correct pipe. 3.625 LINK SEAL W/ STL NUT & BOLT Please put link seals with correct pipe.			109.300	EA	327.90
2	2	SP-PCP12GM				214.845	EA	429.69
2	2	SP-PCPSG				89.070	EA	178.14
30	30	PLS300C				8.424	EA	252.72
18	18	PLS400C				14.133	EA	254.39
INVOICE SUB-TOTAL							1442.84	
TAX VIRGINIA STATE ONLY							72.15	



RECEIVED  
 FEB 04  
 AM 8:31

TERMS: NET 10TH PROX

All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.

ORIGINAL INVOICE

1,514.99

WARRANTY PROVISIONS: SEE REVERSE SIDE A

570

# FERGUSON ENTERPRISES, INC.

2010 GRAVES MILL RD  
FOREST, VA 24551-2657

RECEIVED

Please contact with Questions  
434-385-6600

FEB -4 AM 8:31

INVOICE NUMBER	ORDER NUMBER	PAGE
2075347	80089	1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEI - LYNCHBURG #75  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

ENGLISH CONSTRUCTION CO INC  
SOUTH CHURCH STREET WTF  
PO BOX P 7000  
LYNCHBURG, VA 24505

SMITHFIELD WWTP  
C/O ENGLISH CONSTRUCTION  
1802 D SOUTH CHURCH STREET  
SMITHFIELD, VA 23431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
75	75	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/31/11	55550
3	3	SP-S2232040	4 PVC T/U CHK VLV SOG VITON			455.800	EA
			INVOICE SUB-TOTAL				1367.40
			FREIGHT				29.25
			TAX VIRGINIA STATE ONLY				68.37

FERGUSON ENTERPRISES, INC.

TERMS: NET 10TH PROX

ORIGINAL INVOICE

All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.

1,465.02

WARRANTY PROVISIONS: SEE REVERSE SIDE A

580

# FERGUSON ENTERPRISES, INC.

2010 GRAVES MILL RD  
FOREST, VA 24551-2657

INVOICE NUMBER	CUSTOMER	PAGE
2075341	80089	1

RECEIVED

Please contact with Customer Service  
434-385-6600

2011 FEB -2 AM 8:31

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEI - LYNCHBURG #75  
PO BOX 644054  
PITTSBURGH, PA 15264-4054

00010448 01 SP 0.440 01 TR 045 FRIDCA01 000000  
ENGLISH CONSTRUCTION CO INC  
SOUTH CHURCH STREET WTF  
PO BOX P 7000  
LYNCHBURG, VA 24505

SMITHFIELD WWTP  
C/O ENGLISH CONSTRUCTION  
1802 D SOUTH CHURCH STREET  
SMITHFIELD, VA 23431



SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
75	75	VAONLY	SOUTH CHURCH STREET	9LS	SOUTH CHURCH STREET	01/27/11	55524
5	5	FNW721EP	4 PVC EPDM 150# WAF BFV LO			324.000	EA 1620.00
			INVOICE SUB-TOTAL				1620.00
			FREIGHT				33.47
			TAX VIRGINIA STATE ONLY				81.00

FERGUSON ENTERPRISES, INC.

1470

Initial Date  
Jmt. 7/16 2-3-2011

Prof. Wgt.

FEB 0 2

AT [unclear] [unclear]  
Code [unclear]

15-6013M1 1,734.47

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL 1,734.47  
All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above. WARRANTY PROVISIONS: SEE REVERSE SIDE A

580

036 HAJOCA RICHMOND  
 3000 COFER ROAD  
 RICHMOND VA 23224-7106  
 804-231-5790 Fax 804-230-4212

**\*\* INVOICE \*\***  
 (Reprint)

INVOICE DATE	INVOICE NUMBER
02/15/11	S010162249.001
REMIT TO: HAJOCA CORPORATION PO BOX 7777-R9470 PHILADELPHIA PA 19175-0001	PAGE NO. 1

BILL TO:  
 ENGLISH CONSTRUCTION CO INC  
 PO BOX P-7000  
 LYNCHBURG, VA 24505

SHIP TO:  
 ENGLISH CONSTRUCTION CO INC  
 SOUTH CHURCH ST WTC  
 SMITHFIELD, VA 23431

CUSTOMER NUMBER	EMPLOYEE ORG NUMBER	CUSTOMER RELEASE NUMBER	ISS	ORDERED BY	
036-294391	1490		N	BRETT STREET	
SALESPERSON	WRITER	SHIP ZIP	TERMS	SHIP DATE	ORDER DATE
Jesse Coseboom	Jesse Coseboom	SM SALESPERSON	2% 10TH PROX NET 25TH	02/15/11	01/26/11
DESCRIPTION	UNDER QTY	SHIP QTY	NET UNIT PRICE	EXTENSION	
7/8X11X31/2 316SS LEG L ANCHOR BOLT W/2 NUTS & 1 WASHER **NEED TOTAL OF 3 NUTS PER BOLT**	8ea	8ea	41.090ea	328.72	
FASTENAL #50064 7/8 BOLT, 2X7 SHELL, ANCHOR BOLT SLEEVE	10ea	10ea	5.050ea	50.50	
WE STOCK BLK AND GALV ANGLE, CHANNEL & MORE!					
BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU HEREBY AGREE TO THE TERMS AND CONDITIONS ON OUR SHIPPING TICKET AND CREDIT APPLICATION AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU ARE UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE PRODUCT IMMEDIATELY IN NEW CONDITION.					
				Subtotal	379.22
				S&H CHGS	0.00
				Sales Tax	18.96
				Amount Due	398.18

**\*\* Reprint \*\* Reprint \*\* Reprint \*\***

640



February 16, 2011

Buchart-Horn, Inc.  
3700 Koppers Street  
Suite 305  
Baltimore, MD 21227  
410-247-3501  
Fax: 410-247-3502  
baltimore@bh-ba.com

Mr. Peter Stephenson  
Town Manager  
Town of Smithfield  
P.O. Box 246  
Smithfield, VA 23430

**RE: Town of Smithfield Waterworks - Fluoride Compliance  
Progress Report No. 32**

York, PA  
Pittsburgh, PA  
State College, PA  
Baltimore, MD  
Marlton, NJ  
Charleston, WV  
Memphis, TN  
Frankfurt/Main Germany  
Kaiserslautern, Germany

Dear Mr. Stephenson:

This Progress Report describes services performed during the month of January 2011.

I. Contract Status

A. No change this period.

II. Invoicing Status

A. **RO Facility Completion**

Design Phase:	
Invoicing this Period	\$ 0.00
Previous Invoicing	\$ 68,709.00
Total Invoicing to Date	\$ 68,709.00
Authorized Fee	\$ 68,709.00
Fee Remaining	\$ 0.00

Bidding Phase:	
Invoicing this Period	\$ 0.00
Previous Invoicing	\$ 13,181.00
Total Invoicing to Date	\$ 13,181.00
Authorized Fee	\$ 13,181.00
Fee Remaining	\$ 0.00

Construction Phase:	
Invoicing this Period	\$ 16,411.63
Previous Invoicing	\$ 54,449.29
Total Invoicing to Date	\$ 70,860.92
Authorized Fee	\$ 252,099.00
Fee Remaining	\$ 181,238.08

VENDOR # \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

DEPT HEAD *h.s.* \_\_\_\_\_

TOWN MANAGER *Ph* \_\_\_\_\_



B. **Miscellaneous Services**

Invoicing this Period	\$ 33.39
Previous Invoicing	\$ <u>1,466.61</u>
Total Invoicing to Date	\$ 1,500.00
Authorized Fee	\$ <u>1,500.00</u>
Fee Remaining	\$ 0.00

III. Progress During the Period

- A. Reviewed submittals.
- B. Responded to Requests for Information.
- C. Coordinated between the Town and the Contractor.
- D. Attended and prepared minutes for a progress meeting
- E. Provided one-half time construction inspection services through CTI.

IV. Problems

- A. None at this time.

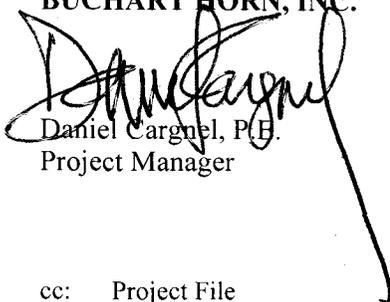
V. Projected Progress for Next Period

- A. Continue reviewing submittals.
- B. Continue responding to Requests for Information.
- C. Continue to coordinate between the Town and the Contractor.
- D. Attend and prepare minutes for a progress meeting.
- E. Provide one-half time construction inspection services through CTI.

VI. Outstanding Responsibilities of the Owner

- A. None at this time.

Very truly yours,  
**BUCHART HORN, INC.**



Daniel Cargnel, P.E.  
Project Manager

cc: Project File



System Invoice #	Invoice Date
76052	02/09/2011

# Invoice

**To:**

Mr. Peter Stephenson  
Town Manager  
Town of Smithfield  
310 Institute Street  
P.O. Box 246  
Smithfield, VA 23431

Re: Waterworks Fluoride Compliance 75870-04

---

For Professional Services Rendered through: 1/29/2011

System Invoice # : 76052  
Project Invoice Number : 32  
Org / Project : 007 75870-04 \*\*

<b>Amount Due This Invoice</b>	<b>\$16,445.02</b>
--------------------------------	--------------------

Please include System Invoice Number 76052 on your payment and return a copy of this page with payment.

---

PLEASE REMIT TO: P.O. BOX 15055, YORK, PA 17405-7055  
PAYABLE TO: Buchart Horn, Inc.

**Summary Invoice**

Invoice # : 76052  
Project Invoice # : 32

**Project : 75870-04 \*\* Smithfield / Fluoride Compliance**

Fee Type: Lump Sum 1 1

**8L Miscellaneous Services**

Authorized Fee: 1,500.00                      100.0000%

Total Fee Earned:                      1,500.00

Less Previous Invoices:                      1,466.61

**Current Billing Amount:**                      **33.39**

**AL Construction**

Authorized Fee: 244,348.00                      29.0000%

Total Fee Earned:                      70,860.92

Less Previous Invoices:                      54,449.29

**Current Billing Amount:**                      **16,411.63**

**Total This Invoice:**

**16,445.02**



March 14, 2011

Buchart-Horn, Inc.  
3700 Koppers Street  
Suite 305  
Baltimore, MD 21227  
410-247-3501  
Fax: 410-247-3502  
baltimore@bh-ba.com

Mr. Peter Stephenson  
Town Manager  
Town of Smithfield  
P.O. Box 246  
Smithfield, VA 23430

**RE: Town of Smithfield Waterworks - Fluoride Compliance  
Progress Report No. 33**

York, PA  
Pittsburgh, PA  
State College, PA  
Baltimore, MD  
Marlton, NJ  
Charleston, WV  
Memphis, TN  
Frankfurt/Main Germany  
Kaiserslautern, Germany

Dear Mr. Stephenson:

This Progress Report describes services performed during the month of February 2011.

**I. Contract Status**

A. No change this period.

**II. Invoicing Status**

**A. RO Facility Completion**

Design Phase:	
Invoicing this Period	\$ 0.00
Previous Invoicing	<u>\$ 68,709.00</u>
Total Invoicing to Date	\$ 68,709.00
Authorized Fee	<u>\$ 68,709.00</u>
Fee Remaining	\$ 0.00

Bidding Phase:	
Invoicing this Period	\$ 0.00
Previous Invoicing	<u>\$ 13,181.00</u>
Total Invoicing to Date	\$ 13,181.00
Authorized Fee	<u>\$ 13,181.00</u>
Fee Remaining	\$ 0.00

Construction Phase:	
Invoicing this Period	\$ 21,991.32
Previous Invoicing	<u>\$ 70,860.92</u>
Total Invoicing to Date	\$ 92,852.24
Authorized Fee	<u>\$ 252,099.00</u>
Fee Remaining	\$ 159,246.76

VENDOR # \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

DEPT HEAD W. H. H.

TOWN MANAGER PHS



**B. Miscellaneous Services**

Invoicing this Period	\$ 33.39
Previous Invoicing	\$ 1,466.61
Total Invoicing to Date	\$ 1,500.00
Authorized Fee	\$ 1,500.00
Fee Remaining	\$ 0.00

**III. Progress During the Period**

- A. Reviewed submittals.
- B. Responded to Requests for Information.
- C. Coordinated between the Town and the Contractor.
- D. Attended and prepared minutes for a progress meeting
- E. Provided one-half time construction inspection services through CTI.

**IV. Problems**

- A. None at this time.

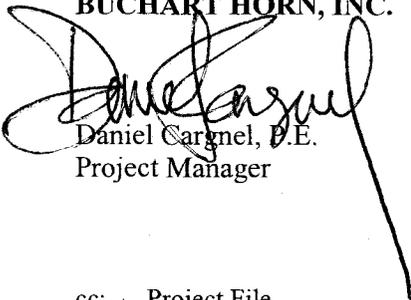
**V. Projected Progress for Next Period**

- A. Continue reviewing submittals.
- B. Continue responding to Requests for Information.
- C. Continue to coordinate between the Town and the Contractor.
- D. Attend and prepare minutes for a progress meeting.
- E. Provide one-half time construction inspection services through CTI.

**VI. Outstanding Responsibilities of the Owner**

- A. None at this time.

Very truly yours,  
**BUCHART HORN, INC.**



Daniel Cargnel, P.E.  
Project Manager

cc: Project File



<b>System Invoice #</b> 76355	<b>Invoice Date</b> 03/08/2011
----------------------------------	-----------------------------------

# Invoice

**To:**

Mr. Peter Stephenson  
Town Manager  
Town of Smithfield  
310 Institute Street  
P.O. Box 246  
Smithfield, VA 23431

Re: Waterworks Fluoride Compliance 75870-04

---

For Professional Services Rendered through: 2/26/2011

System Invoice #: 76355  
Project Invoice Number: 33  
Org / Project: 007 75870-04 \*\*

<b>Amount Due This Invoice</b>	<b>\$21,991.32</b>
--------------------------------	--------------------

Please include System Invoice Number 76355 on your payment and return a copy of this page with payment.

PLEASE REMIT TO: P.O. BOX 15055, YORK, PA 17405-7055  
PAYABLE TO: Buchart Horn, Inc.

**Summary Invoice**

Invoice # : 76355  
Project Invoice # : 33

**Project : 75870-04 \*\* Smithfield / Fluoride Compliance**

Fee Type: Lump Sum 1 1

**AL Construction**

Authorized Fee: 244,348.00

38.0000%

Total Fee Earned: 92,852.24

Less Previous Invoices: 70,860.92

Current Billing Amount: 21,991.32

**Total This Invoice:**

**21,991.32**

March 14, 2011

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

Explanation of Amount Certified

Application No: 3  
Application Date: 03/01/2011  
Period To: 06/06/2011

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 7453

The change order for the tree removal has not been approved. The amount of the change order has been removed from all line items. The retainage has been removed and invoiced in full with this submittal. Retainage will no longer be withheld from payment.

The amount certified was adjusted as shown below:

Original Total Completed and Stored to Date..... \$236,828.16  
Minus Tree Removal Change Order..... \$6,258.39  
Revised Total Completed and Stored to Date..... \$230,569.77  
Subtract Previous Payment..... \$166,420.04  
Current Payment Due..... \$64,149.73

VENDOR # Excel  
ACCOUNT # 100-41300-8100  
DEPT HEAD W. F. J.  
TOWN MANAGER PLS

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

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

APPLICATION NO.: 3  
APPLICATION DATE: 3/1/2011  
PERIOD TO: 3/6/2011

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

JOB #: 1189

EN03-300-106, C502, UPC85571/93722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 7453

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	\$ -0,258.00	\$ -
Approved this Month	Date Approved		
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	TOTALS	\$ -0,258.39	\$ -
Net Change by Change Orders		\$ 8,888.90	

NOT APPROVED

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

ORIGINAL CONTRACT SUM \$ 2,593,555.50

Net Change by Change Orders To..... \$ ~~8,258.39~~  $\phi$   
(Line 1+2)

Contract Sum To Date..... \$ 2,600,013.09 \$ 2,593,555.50

Total Completed and Stored To Date..... \$ ~~2,369,281.16~~ \$ 230,569.77  
(Column G)

Retainage:

10% of Completed Work \$ ~~236,928.87~~  $\phi$   
(Columns D + E)

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

Total Retainage..... \$ ~~236,928.87~~  $\phi$

Total Earned Less Retainage..... \$ ~~2,171,453.34~~ \$ 230,569.77  
(Line 4 less Line 5 Total)

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

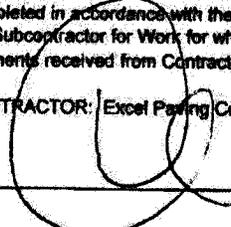
Less Previous Payments..... \$ 168,420.04  
(Line 6 from prior Certificate)

Current Payment Due..... \$ ~~407,253.82~~ \$ 64,149.73

Balance to Finish Including Retainage..... \$ 238,668.55  
(Line 3 less Line 6)

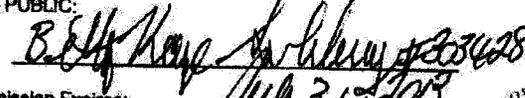
The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous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

CONTRACTOR: Excel Paving Corporation

By: 

Date: 3/16/11

State of Virginia  
City of Norfolk  
Subscribed and sworn to before me this  
6 day of March, 2011

NOTARY PUBLIC:  
Signed:   
My Commission Expires: July 31, 2011

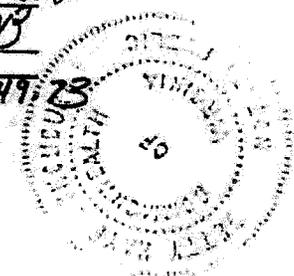
**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: \$ 64,149.73  
(Attach explanation if amount certified differs from Amount applied for.)

ARCHITECT:

By:  Date: 3/17/11



**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

pg 2 of 11

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

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: INVOICE NO: 3 7453
EN03-300-106, C502, UPC95571/63722	ESTIMATE FOR PERIOD ENDING: 2/7/2011 thru 3/6/2011
SUBCONTRACTOR EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

ITEM NO.	LINE ITEM DESCRIPTION	FROM SCHEDULE OF PRICES					TOTAL QUANTITIES REQUESTED				UNIT PRICES				ARRA	URBAN	ENHANCE
		SCHEDULED	SCHEDULED	PREVIOUSLY	FOR	TOTAL TO	SCHEDULED	TOTAL	TOTAL DUE	TOTAL DUE	Funding	Funding	Funding	Breakdown	Breakdown	Breakdown	
		UNIT	QUANTITY	REPORTED	MONTH	DATE	UNIT PRICE	CONTRACT	THIS PERIOD	TO DATE							
	<u>General Items</u>																
1	Mobilization	LS	1.00	0.40	0.07	0.47	\$176,500.00	\$ 176,500.00	\$ 12,355.00	\$ 82,955.00	\$ 58,245.00	\$ 24,710.00					
2	Construction Surveying	LS	1.00	0.15	0.05	0.20	\$ 12,000.00	\$ 12,000.00	\$ 800.00	\$ 2,400.00		\$ 2,400.00					
3	SM-9.5 A Surface Course	TN	840.00	0.00	0.00	0.00	\$ 94.00	\$ 78,960.00	\$ -	\$ -							
4	IM-19.0 Intermediate Course	TN	1,000.00	0.00	0.00	0.00	\$ 96.00	\$ 96,000.00	\$ -	\$ -							
5	BM-25 Base Course	TN	1,000.00	0.00	0.00	0.00	\$ 96.00	\$ 96,000.00	\$ -	\$ -							
6	Aggregate Material Size 21-A	TN	3,400.00	237.18	181.58	418.76	\$ 27.00	\$ 91,800.00	\$ 4,902.66	\$ 11,306.52	\$ 6,403.86	\$ 4,902.66					
7	Combination 4" Curb and Gutter	LF	4,600.00	0.00	0.00	0.00	\$ 29.00	\$ 133,400.00	\$ -	\$ -							
8	4" Curb	LF	450.00	0.00	0.00	0.00	\$ 22.80	\$ 10,260.00	\$ -	\$ -							
9	VDOT Std CG-2	LF	110.00	0.00	0.00	0.00	\$ 23.00	\$ 2,530.00	\$ -	\$ -							
10	VDOT Std CG-6	LF	180.00	0.00	0.00	0.00	\$ 29.00	\$ 4,840.00	\$ -	\$ -							
11	3' Valley Gutter	LF	500.00	0.00	0.00	0.00	\$ 27.50	\$ 13,750.00	\$ -	\$ -							
12	Residential Drive	SY	350.00	0.00	0.00	0.00	\$ 99.50	\$ 34,825.00	\$ -	\$ -							
13	Commercial Drive	SY	200.00	0.00	0.00	0.00	\$ 152.00	\$ 30,400.00	\$ -	\$ -							
14	Stamped Asphalt Crosswalk	SY	500.00	0.00	0.00	0.00	\$ 66.00	\$ 33,000.00	\$ -	\$ -							
15	Reset Existing Pavers	SY	250.00	0.00	0.00	0.00	\$ 117.50	\$ 29,375.00	\$ -	\$ -							
16	Paver Sidewalk	SY	2,100.00	0.00	0.00	0.00	\$ 94.65	\$ 198,765.00	\$ -	\$ -							
17	Unit Paver Accessible Ramp	SY	50.00	0.00	0.00	0.00	\$ 175.00	\$ 8,750.00	\$ -	\$ -							
18	Replace Existing Brick Wall with like, kind, height, and length	VSF	1,600.00	0.00	0.00	0.00	\$ 30.00	\$ 48,000.00	\$ -	\$ -							
19	Regular Excavation	CY	3,200.00	324.00	0.00	324.00	\$ 35.00	\$ 112,000.00	\$ -	\$ 11,340.00	\$ 11,340.00						
20	Select Fill	CY	1,000.00	0.00	0.06	0.00	\$ 16.00	\$ 16,000.00	\$ -	\$ -							
21	4" Topsoil Class A	AC	1.00	0.00	0.00	0.00	\$ 17,850.00	\$ 17,850.00	\$ -	\$ -							
22	12" Storm Drainage Pipe	LF	165.00	0.00	0.00	0.00	\$ 105.00	\$ 17,325.00	\$ -	\$ -							
23	15" Storm Drainage Pipe	LF	1,430.00	128.00	0.00	128.00	\$ 105.00	\$ 150,150.00	\$ -	\$ 13,440.00	\$ 13,440.00						
24	18" Storm Drainage	LF	270.00	204.00	0.00	204.00	\$ 108.00	\$ 28,160.00	\$ -	\$ 22,032.00	\$ 22,032.00						
25	21" Storm Drain	LF	530.00	0.00	0.00	0.00	\$ 138.00	\$ 73,140.00	\$ -	\$ -							
26	24" Storm Drain	LF	655.00	0.00	0.00	0.00	\$ 139.00	\$ 91,045.00	\$ -	\$ -							
27	DI-1	EA	5.00	0.00	0.00	0.00	\$ 3,735.00	\$ 18,675.00	\$ -	\$ -							
28	MH-1	EA	9.00	0.00	0.00	0.00	\$ 3,718.00	\$ 33,462.00	\$ -	\$ -							
29	DI 3-B L=4'	EA	4.00	1.00	0.00	1.00	\$ 2,940.00	\$ 11,760.00	\$ -	\$ 2,940.00	\$ 2,940.00						
30	DI-3B L=6'	EA	7.00	0.00	0.00	0.00	\$ 2,952.00	\$ 20,664.00	\$ -	\$ -							
31	DI 3-b L=8'	EA	2.00	0.00	0.00	0.00	\$ 3,206.00	\$ 6,412.00	\$ -	\$ -							
32	DI-3C L=6'	EA	2.00	0.00	0.00	0.00	\$ 2,892.00	\$ 5,784.00	\$ -	\$ -							
33	DI-3BB L=4'	EA	2.00	0.00	0.00	0.00	\$ 4,251.00	\$ 8,502.00	\$ -	\$ -							
34	DI-3BB L=6'	EA	8.00	0.00	0.00	0.00	\$ 4,314.00	\$ 34,512.00	\$ -	\$ -							
35	DI-3CC L=6'	EA	1.00	0.00	0.00	0.00	\$ 5,217.00	\$ 5,217.00	\$ -	\$ -							
36	18" Flared End Section	EA	1.00	1.00	0.00	1.00	\$ 1,957.00	\$ 1,957.00	\$ -	\$ 1,957.00	\$ 1,957.00						
37	Select Fill For Trenches	CY	1,700.00	308.00	0.00	0.00	\$ 16.00	\$ 27,200.00	\$ -	\$ 4,928.00	\$ 4,928.00						
38	Adjust Rtm to Finished Grade	EA	7.90	0.00	0.00	0.00	\$ 800.00	\$ 5,600.00	\$ -	\$ -							
39	Timber Bulkhead Modification	LS	1.00	0.00	0.00	0.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -							
40	Temporary Filter Barrier	LF	1,100.00	360.00	1,156.00	1510.00	\$ 2.00	\$ 2,200.00	\$ 2,300.00	\$ 3,020.00	\$ 720.00	\$ 2,300.00					
41	Tree Fence	LF	450.00	143.00	670.00	813.00	\$ 7.50	\$ 3,375.00	\$ 5,025.00	\$ 6,087.50	\$ 1,072.50	\$ 5,025.00					
42	Inlet Protection	LF	29.00	0.00	4.00	4.00	\$ 100.00	\$ 2,900.00	\$ 400.00	\$ 400.00		\$ 400.00					
43	Construction Entrance	LS	1.00	0.00	0.00	0.00	\$ 2,900.00	\$ 2,900.00	\$ -	\$ -							

**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

pg 3 of 4

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

PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA	APPLICATION: 3 INVOICE NO.: 7453
EN03-300-108, C502, UPC95571/93722	ESTIMATE FOR PERIOD ENDING: 2/7/2011 thru 3/8/2011
SUBCONTRACTOR: EXCEL PAVING CORP.	SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502

ITEM NO.	LINE ITEM DESCRIPTION	TOTAL QUANTITIES REQUESTED					UNIT PRICES				ARRA	URBAN	ENHANCE
		SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown
44	Demolition	LS	1.00	0.20	0.05	0.25	\$ 106,639.00	\$ 106,639.00	\$ 5,331.95	\$ 26,659.75	\$ 15,995.85	\$ 10,663.90	
45	4" Solid Double Yellow Line	LF	2,380.00	0.00	0.00	0.00	\$ 0.80	\$ 1,888.00	\$ -	\$ -			
46	6" Solid White Lane Line	LF	270.00	0.00	0.00	0.00	\$ 0.50	\$ 135.00	\$ -	\$ -			
47	4" White Mini Strip Line	LF	310.00	0.00	0.00	0.00	\$ 0.50	\$ 155.00	\$ -	\$ -			
48	4" Solid White Parking Stripe	LF	300.00	0.00	0.00	0.00	\$ 0.50	\$ 150.00	\$ -	\$ -			
49	24" Solid White Stop Bar	LF	85.00	0.00	0.00	0.00	\$ 2.50	\$ 212.50	\$ -	\$ -			
50	Single Arrow	EA	3.00	0.00	0.00	0.00	\$ 47.00	\$ 141.00	\$ -	\$ -			
51	Double Arrow	EA	4.00	0.00	0.00	0.00	\$ 80.00	\$ 320.00	\$ -	\$ -			
52	Only	EA	1.00	0.00	0.00	0.00	\$ 100.00	\$ 100.00	\$ -	\$ -			
53	Handicap Parking Symbol	EA	1.00	0.00	0.00	0.00	\$ 60.00	\$ 60.00	\$ -	\$ -			
54	Handicap Parking Sign	EA	2.00	0.00	0.00	0.00	\$ 135.00	\$ 270.00	\$ -	\$ -			
55	Stop Sign	EA	1.00	0.00	0.00	0.00	\$ 160.00	\$ 160.00	\$ -	\$ -			
56	Attach Stop Sign to Existing Route Sign	EA	1.00	0.00	0.00	0.00	\$ 125.00	\$ 125.00	\$ -	\$ -			
57	Relocate Sign	EA	4.00	0.00	0.00	0.00	\$ 100.00	\$ 400.00	\$ -	\$ -			
58	Maintenance of Traffic	LS	1.00	0.23	0.04	0.27	\$ 75,000.00	\$ 75,000.00	\$ 3,000.00	\$ 20,250.00	\$ 17,250.00	\$ 3,000.00	
59	Ginko Bilboa	EA	3.00	0.00	0.00	0.00	\$ 550.00	\$ 1,650.00	\$ -	\$ -			
60	Crape Myrtle	EA	20.00	0.00	0.00	0.00	\$ 220.00	\$ 4,400.00	\$ -	\$ -			
61	Chaste Tree	EA	24.00	0.00	0.00	0.00	\$ 220.00	\$ 5,280.00	\$ -	\$ -			
62	Elm	EA	3.00	0.00	0.00	0.00	\$ 330.00	\$ 990.00	\$ -	\$ -			
63	Autumn Embers Azalea	EA	49.00	0.00	0.00	0.00	\$ 38.00	\$ 1,862.00	\$ -	\$ -			
64	Blushing Bride Hydrangeas	EA	10.00	0.00	0.00	0.00	\$ 28.00	\$ 280.00	\$ -	\$ -			
65	Soft Touch Holly	EA	31.00	0.00	0.00	0.00	\$ 27.00	\$ 837.00	\$ -	\$ -			
66	Indian Hawthorne	EA	42.00	0.00	0.00	0.00	\$ 27.00	\$ 1,134.00	\$ -	\$ -			
67	Ground Cover/ Perennials	SY	720.00	0.00	0.00	0.00	\$ 55.00	\$ 39,600.00	\$ -	\$ -			
68	Sodding	SY	5,000.00	0.00	0.00	0.00	\$ 3.50	\$ 17,500.00	\$ -	\$ -			
69	6" Waterline	LF	370.00	0.00	0.00	0.00	\$ 40.00	\$ 14,800.00	\$ -	\$ -			
70	Fire Hydrant Assembly	EA	5.00	1.00	2.00	3.00	\$ 4,474.00	\$ 22,370.00	\$ 8,948.00	\$ 13,422.00	\$ 4,470.00	\$ 8,948.00	
71	60" Sewer MH	EA	2.00	0.00	0.00	0.00	\$ 8,440.00	\$ 12,880.00	\$ -	\$ -			
72	3/4" Water Service	EA	8.00	0.00	0.00	0.00	\$ 1,874.00	\$ 14,992.00	\$ -	\$ -			
73	Horizontal Offset	EA	1.00	0.00	0.00	0.00	\$ 4,758.00	\$ 4,758.00	\$ -	\$ -			
74	Vertical Offset	EA	3.00	1.00	0.00	1.00	\$ 4,626.00	\$ 13,878.00	\$ -	\$ 4,626.00	\$ 4,626.00		
75	4" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 880.00	\$ 880.00	\$ -	\$ -			
76	6" Valve and Box	EA	6.00	0.00	3.00	3.00	\$ 932.00	\$ 5,592.00	\$ 2,796.00	\$ 2,796.00		\$ 2,796.00	
77	8" Valve and Box	EA	1.00	0.00	0.00	0.00	\$ 1,454.00	\$ 1,454.00	\$ -	\$ -			
78	Kicker Joint	EA	2.00	0.00	0.00	0.00	\$ 903.00	\$ 1,806.00	\$ -	\$ -			
79	6x6 Tee	EA	3.00	0.00	0.00	0.00	\$ 530.00	\$ 1,590.00	\$ -	\$ -			
80	8" Sewer	LF	100.00	0.00	0.00	0.00	\$ 220.00	\$ 22,000.00	\$ -	\$ -			
81	4" Schedule 80 Pvc with pullwire	LF	32,000.00	0.00	0.00	0.00	\$ 6.25	\$ 200,000.00	\$ -	\$ -			
82	Light Pole Foundations	EA	45.00	0.00	0.00	0.00	\$ 662.00	\$ 30,890.00	\$ -	\$ -			
83	4" Schedule 80 pvc (Street Lighting)	LF	4,920.00	0.00	0.00	0.00	\$ 16.80	\$ 82,656.00	\$ -	\$ -			
84	Splice Box	EA	45.00	0.00	0.00	0.00	\$ 525.00	\$ 23,625.00	\$ -	\$ -			
85	Utility Vault	EA	6.00	0.00	0.00	0.00	\$ 10,500.00	\$ 63,000.00	\$ -	\$ -			
86	Addendum 8" water line	LF	30.00	0.00	0.00	0.00	\$ 65.00	\$ 1,950.00	\$ -	\$ -			
87	Addendum 6x6 Tee	EA	1.00	0.00	0.00	0.00	\$ 903.00	\$ 903.00	\$ -	\$ -			

**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**

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

pg 4 of 4

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

APPLICATION: 3  
INVOICE NO.: 7453

EN63-300-106, C502, UPC95571/93722  
SUBCONTRACTOR:  
EXCEL PAVING CORP.

ESTIMATE FOR PERIOD ENDING:  
2/7/2011 thru 3/8/2011  
SUBCONTRACTOR'S ADDRESS/CONTACT:  
1132 HARMONY ROAD  
NORFOLK, VA 23502

FROM SCHEDULE OF PRICES		TOTAL QUANTITIES REQUESTED					UNIT PRICES				ARRA	URBAN	ENHANCE
ITEM NO.	LINE ITEM DESCRIPTION	SCHEDULED UNIT	SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	TOTAL DUE THIS PERIOD	TOTAL DUE TO DATE	Funding Breakdown	Funding Breakdown	Funding Breakdown
88	Addendum 8x6 Reducer	EA	1.00	0.00	0.00	0.00	\$ 476.00	\$ 476.00	\$ -	\$ -			
89	Addendum DI-3A	EA	2.00	0.00	0.00	0.00	\$ 4,861.00	\$ 9,722.00	\$ -	\$ -			
<b>TOTALS</b>								<b>\$2,593,555.50</b>	<b>456,536.1</b>	<b>230,569.77</b>	<b>\$165,420.21</b>	<b>65,145.36</b>	<b>\$ -</b>
	<b>ADDITIONAL WORK</b>												
	CO# 1-Additional tree removal	LS	1.00	1.00	0.00	1.00	\$ 6,258.39	\$ 6,258.39	\$ -	\$ 6,258.39	\$ -		
			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -			
			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -			
			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -			
			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -			
<b>TOTALS:</b>								<b>\$2,599,813.89</b>	<b>456,536.1</b>	<b>236,828.16</b>	<b>\$165,420.21</b>	<b>65,145.36</b>	<b>\$ -</b>

March 14, 2011

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

**Explanation of Amount Certified**

Application No: 2  
Application Date: 03/07/2011  
Period To: 03/06/2011

Job No: 1189

Contract Date: 11/04/2010

Invoice No: 7453-A

The Project Title has to be changed from "South Church Street Streetscape Improv. Phase V" to "South Church street Waterline Replacement". The retainage has been removed and invoiced in full with this submittal. Retainage will no longer be withheld from payment

The amount certified was adjusted as shown below:

Original Total Completed and Stored to Date..... \$152,816.15

Subtract Previous Payment..... \$28,876.63

Current Payment Due..... \$123,939.52

VENDOR # EXCEL  
ACCOUNT # 005-42060-7160  
DEPT HEAD WZ  
TOWN MANAGER HLS

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

*WATERLINE  
REPLACEMENT*

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

APPLICATION NO.: 2  
APPLICATION DATE: 3/7/2011  
PERIOD TO: 3/6/2011

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

JOB #: 1189

NEW WATERLINE CHANGE ORDER

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 7453-A

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.  
ORIGINAL CONTRACT SUM \$ 408,188.00

Net Change by Change Orders To..... \$ -  
(Line 1±2)  
Contract Sum To Date..... \$ 408,188.00

Total Completed and Stored To Date..... \$ 152,816.15  
(Column G)

Retainage:

10% of Completed Work \$ ~~40,818.80~~ *0*  
(Columns D + E)

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

Total Retainage..... \$ ~~40,818.80~~ *0*

Total Earned Less Retainage..... \$ ~~127,504.53~~ *\$152,816.15*  
(Line 4 less Line 5 Total)

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

Less Previous Payments..... \$ 28,876.63  
(Line 6 from prior Certificate)

Current Payment Due..... \$ ~~408,657.90~~ *\$123,939.52*

Balance to Finish Including Retainage..... \$ 270,653.47  
(Line 3 less Line 6)

State of Virginia

City of Norfolk

Subscribed and sworn to before me this  
*6* day of *March*, 2011

NOTARY PUBLIC:

Signed: *Bethy Joyce*

My Commission Expires: *July 31, 2013*

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

CONTRACTOR: Excel Paving Corporation

By: *[Signature]*

Date: *3/6/11*

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: \$ ~~123,939.52~~ *123,939.52*  
(Attach explanation if amount certified differs from Amount applied for.)

ARCHITECT:

By: *[Signature]* Date: *3/17/11*



**CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT**  
 (To Be Accompany By "Subcontractor's Application for Payment")

Pg 2 of 2

PROJECT South Church Street Waterline Replacement

P. O. NO: New Waterline Change Order

SUBCONTRACTOR: EXCEL PAVING CORP.

APPLICATION: INVOICE NO.: 2

ESTIMATE FOR PERIOD ENDING: 6-Mar-11

SUBCONTRACTOR'S ADDRESS/CONTACT:  
 1132 HARMONY ROAD  
 NORFOLK, VA 23602

ITEM NO.	FROM SCHEDULE OF PRICES LINE ITEM DESCRIPTION	TOTAL QUANTITIES REQUESTED			UNIT PRICES			TOTAL DUE TO DATE
		SCHEDULED QUANTITY	PREVIOUSLY REPORTED	FOR MONTH	TOTAL TO DATE	SCHEDULED UNIT PRICE	TOTAL CONTRACT	
1	General Items							
2	Furnish and Install New Waterline	LS 1.00	0.07	0.34	0.41	\$ 272,955.00	\$ 272,955.00	\$ 92,804.70
3	Construction Surveying	LS 1.00	0.50	0.25	0.75	\$ 3,000.00	\$ 3,000.00	\$ 750.00
4	Traffic Control	HR 1,820.00	80.00	480.00	560.00	\$ 12.00	\$ 23,040.00	\$ 5,760.00
5	Concrete Removal	LS 1.00	0.15	0.35	0.50	\$ 14,698.00	\$ 14,698.00	\$ 5,144.30
6	BM-25 Base Course	TN 391.00	0.00	0.00	0.00	\$ 121.00	\$ 47,311.00	\$ -
7	Aggregate Material Size 21-A	TN 1,328.00	134.20	528.00	660.20	\$ 28.00	\$ 37,184.00	\$ 14,728.00
	Sawcutting Concrete/asphalt	LF 5,000.00	2,278.00	772.00	3050.00	\$ 2.00	\$ 10,000.00	\$ 1,544.00
		TOTALS:				\$ 408,186.00	\$ 120,731.00	\$ 152,816.15

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

GENERAL ENGINEERING REVIEW SERVICES	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
Review YMCA Site Plan Submittal	Hourly	N/A	\$755.00	\$0.00	\$755.00
Review Lakeview Cove Site Plan Submittal	Hourly	N/A	\$610.00	\$0.00	\$610.00
VENDOR # _____					
ACCOUNT # <u>1-41300-3000 → 1365<sup>00</sup></u> <u>004-42070-7017 → 49560.44</u>					
DEPT HEAD <u>W. J. R.</u>					
TOWN MANAGER <u>HRS</u>					



**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

INDEPENDENT PROJECTS	Fee Basis	% Complete	Amount Earned	Previous Amount Billed	Amount Due This Invoice
<b><i>Consent Order/Locality-HRSD Coordination</i></b> (HR04103-27)					
Coordination Activities	Lump Sum	70.30%	\$ 105,450.00	\$ 98,745.00	\$6,705.00
<b><i>Consent Order/SSO MOM Program Phase 2</i></b> (HR04103-40)					
Program Development Work	Lump Sum	86.86%	\$ 91,203.00	\$ 90,195.00	\$1,008.00
<b><i>Consent Order / SSES Task 4 Smoke Testing</i></b> (HR04103-46)					
Field Tasks - Smoke Testing	Lump Sum	11.20%	\$ 2,688.00	\$ 864.00	\$1,824.00
<b><i>Consent Order / SSES Task 5 Manhole Inspections</i></b> (HR04103-47R)					
Field Tasks - Manhole Inspections	Lump Sum	64.40%	\$ 45,080.00	\$ 8,862.00	\$36,218.00
<b><i>Consent Order / SSES Task 7 Office Coordination</i></b> (HR04103-49R)					
Office Coordination and Management of Field Tasks	Lump Sum	18.71%	\$ 7,184.64	\$ 3,379.20	\$3,805.44
				<b>TOTALS</b>	<b>\$50,925.44</b>

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<b>GENERAL REVIEW SERVICES (HR04103-02)</b> Review YMCA Site Plan Submittal	<b>Billing Period</b> 2011	<b>Fee Basis</b>	<b>Rate</b>	<b>Time Charged (Hours)</b>	<b>Fee Earned</b>
<b><i>Project Labor</i></b>					
Senior Program Manager	February	Hourly	\$160.00	2	\$320.00
Program Manager	February	Hourly	\$145.00	3	\$435.00
				Sub Total	\$755.00

**TOTAL = \$755.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<i><b>GENERAL REVIEW SERVICES (HR04103-02)</b></i> Review Lakeview Cove Site Plan Submittal	<b>Billing Period</b> 2011	<b>Fee Basis</b>	<b>Rate</b>	<b>Time Charged (Hours)</b>	<b>Fee Earned</b>
<b><i>Project Labor</i></b>					
Senior Program Manager	February	Hourly	\$160.00	2	\$320.00
Program Manager	February	Hourly	\$145.00	2	\$290.00
				Sub Total	\$610.00

TOTAL = \$610.00

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<i><b>GENERAL REVIEW SERVICES (HR04103-27)</b></i> Consent Order / HRSD-Locality Coordination	<b>Billing Period</b> (2011)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<i><b>Project Labor</b></i>							
Coordination Activities	February	Lump Sum	\$150,000.00	70.30%	\$105,450.00	\$98,745.00	\$6,705.00
Project Totals			\$150,000.00	70.30%	\$105,450.00	\$98,745.00	\$6,705.00

*TOTAL = \$6,705.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<b>GENERAL REVIEW SERVICES (HR04103-40)</b> Consent Order / MOM Program Development Phase 2	<b>Billing Period</b> (2011)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b><i>Project Labor</i></b>							
Program Development Activities	February	Lump Sum	\$105,000.00	86.86%	\$91,203.00	\$90,195.00	\$1,008.00
Project Totals			\$105,000.00	86.86%	\$91,203.00	\$90,195.00	\$1,008.00

*TOTAL = \$1,008.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<b>GENERAL REVIEW SERVICES (HR04103-46)</b> Consent Order / SSES Task 4 Smoke Testing	<b>Billing Period</b> (2011)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b>Project Labor</b>							
Field Tasks - Smoke Testing	February	Lump Sum	\$24,000.00	11.20%	\$2,688.00	\$864.00	\$1,824.00
Project Totals			\$24,000.00	11.20%	\$2,688.00	\$864.00	\$1,824.00

*TOTAL = \$1,824.00*

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<b>GENERAL REVIEW SERVICES (HR04103-47R)</b> Consent Order / SSES Task 5 Manhole Inspections	<b>Billing Period</b> (2011)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b>Project Labor</b>							
Field Tasks - Manhole Inspections	February	Lump Sum	\$70,000.00	64.60%	\$45,080.00	\$8,862.00	\$36,218.00
Project Totals			\$70,000.00	64.40%	\$45,080.00	\$8,862.00	\$36,218.00

**TOTAL = \$36,218.00**

**Town of Smithfield, Virginia**  
**Annual Engineering Services Contract**

*PROJECT BILLING FOR PERIOD BEGINNING FEBRUARY 1, 2011 TO FEBRUARY 28, 2011*

<b>GENERAL REVIEW SERVICES (HR04103-49R)</b> Consent Order / SSES Task 7 Office Coordination	<b>Billing Period</b> (2011)	<b>Fee Basis</b>	<b>Fee</b>	<b>% Complete</b>	<b>Amount Earned</b>	<b>Prior Invoice Amount</b>	<b>Amount Due</b>
<b>Project Labor</b>							
Office Coordination and Management of Field Tasks	February	Lump Sum	\$38,400.00	18.71%	\$7,184.64	\$3,379.20	\$3,805.44
Project Totals			\$38,400.00	18.71%	\$7,184.64	\$3,379.20	\$3,805.44

**TOTAL = \$3,805.44**



# Draper Aden Associates

Engineering • Surveying • Environmental Services

## Progress Report

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**To:** Ms. Sonja Pruitt  
**Company:** Town of Smithfield  
**From:** Andy Snyder  
**Project Name:** Annual Engineering Services Contract – January 2011 Invoices  
**Project Number:** HR04103-02, HR04103-27, HR04103-40, HR04103-46, HR04103-47R, HR04103-49R  
**Date:** March 14, 2011  
**cc:** Bill Hopkins, Scott Schiller

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### Recent Activities:

1. HR04103-02 – Review of the YMCA and Lakeview Cove Site Plan submittals.
2. HR04103-27 – Continued coordination with Smithfield and other Consent Order related parties, attendance at Capacity Team and Locality Coordination meetings and provided general Consent Order related assistance.
3. HR04103-40 – Began importing collected field data into the modeling software for creation of the Battery Park Road Force Main Model.
4. HR04103-46 – Prepared map books, developed an informational letter for the Town's use and prepared door hangers for distribution during field work.
5. HR04103-47R – Inspected approximately 313 manholes with around 150 manholes remaining. As manhole inspection information is gathered, it is being transmitted to the office for a quality control check and then inclusion in a database for future use.
6. HR04103-49R – Continue coordination of various SSES field service tasks and field crews.

### Upcoming Tasks:

1. HR04103-02 – Site plan review will be conducted on an as needed basis.
2. HR04103-27 – Attend meetings and coordinate with Town/other localities as necessary.
3. HR04103-40 – Wait for VDEQ comments on the revised MOM Program and provide them with any other information necessary for approval, continue to assist the Town with the development of their MOM Program, continue development of the Battery Park Road Force Main model and perform a final field check of information where necessary.
4. HR04103-46 – Assist the Town with coordination of smoke testing efforts with local authorities and interested parties and begin smoke testing work on March 7, 2011.
5. HR04103-47R – Complete the inspection of the remaining manholes, finalize manhole inspection checklists and photos and log the information into a database for use during the condition assessment portion of the project.
6. HR04103-49R – Continue coordination of all SSES field services.

### Scope Changes:

1. None

To: Peter Stephenson, Town Manager  
From: Gina Ippolito, Smithfield-Nike Park Project Manager  
Date: March 24, 2011  
RE: Update on Smithfield-Nike Park Trail

As Isle of Wight County's project manager for The Smithfield to Nike Park Trail Transportation Enhancement Project, I am please to inform you that the design process for this approximately four-mile trail is underway. A Project Team that included County and Town staff, along with representation from the County's Bike and Pedestrian Committee has selected Kimley-Horn & Associates to provide consultation design services.

The Smithfield to Nike Park Trail is a four mile, off road, multi-use path that will connect the 208-acre Windsor Castle Park and Historic Downtown Smithfield area to the 150-acre Nike District Park, in the Newport Development Service District of Isle of Wight County. The Trail will serve to connect over 7,500 households in Isle of Wight County and the Town of Smithfield with historic sites, shopping facilities, recreation facilities, county and town services, blue ways and water access points.

The Project is divided into (3) Phases:

Trail Segment 1 - Battery Park Rd, b/t S. Church Street and Nike Park Road (approx 1.3 miles)

Trail Segment 2 - Nike Park Rd, between Battery Park Rd and Nike Park (approx. 1.8 miles)

Trail Segment 3 - S. Church, b/t the Cypress Creek Bridge to Battery Park Rd (approx 0.09 miles)

Under the proposed agreement, the Kimley-Horn and Associates team will undertake 100% of the preliminary engineering (PE) services for Segment 1. Segment 2 will undergo a 60% design that will enable the County to be ready to acquire right-of-way if necessary. In addition, the Consultant will be responsible for addressing a number of design issues being evaluated for Segment 3 within the Town of Smithfield.

Attached are the following documents:

Attachment A: KHA Project Timeline, prepared March 2011

Attachment B: 2011 SNP Trail Project Milestones 2000 - 2011

Attachment C: Smithfield-Nike Park overall project budget, prepared and submitted with the 2011 TE Grant Application

Moving forward, the next milestone will be the open-house public informational meeting, which will be held Thursday, April 28, 2011, 5:30 - 7:30 at the Smithfield Center. It will be an opportunity to view preliminary proposed alignments, and offer the public a chance to visualize conceptual layouts. Representatives from Kimley-Horn, County and Town Staff, along with the Bike and Pedestrian Committee will be on-hand to provide information and answer questions. We encourage the Town, and its residents to attend and provide feedback on this process.

Thank you for support of this project. I look forward to continuing to work with both the county and the town as we design the trail, and to acquire future funding for completion.

If I can provide any additional information, I can be reached at 757-608-8719 or by email, [gippolito@isleofwightus.net](mailto:gippolito@isleofwightus.net).



## Milestones 2000 - 2010, Smithfield - Nike Park Multi-use Trail

The following provides an overview of the activities and accomplishments that the County and Town have undertaken that demonstrates the progress and commitment to the Trail.

### 2000 - Formation of County Bike and Pedestrian Committee.

In 2000, the Chamber of Commerce recognized the need to connect citizens in this close and more densely populated area of the county with Town of Smithfield and the Nike Park. The Chamber of Commerce, the County of Isle of Wight, and the Town of Smithfield put together a Bike and Pedestrian Committee to work towards creating a connection among the neighborhoods, Nike Park, Beale Park (a neighborhood baseball facility), and the downtown historic district. Further investigation revealed that the MPO, the Hampton Roads Planning District Commission, had advised the County to create a bicycle facility on this route in 1996. Currently there is no safe route to travel within this area without a motorized vehicle.

### 2004 - Need for Master Plan Identified by Bike and Pedestrian Committee.

2005 - Funding for development of Master Plan approved by Isle of Wight County Board of Supervisors, RFP issued and awarded to Toole Design Group.

2005 - 2006 - Consultants, County/Town Staff and Community Input, including public meetings and survey contributed to development of Proposed Master Plan.

2006 - Master Plan for Bike and Pedestrian adopted by Isle of Wight County and the Town of Smithfield.

2006 - Smithfield to Nike Park Trail identified by Bike and Pedestrian Committee as priority project. Town began accumulating Right of Way easements along Battery Park Road.

2007 - Transportation Enhancement Grant Application submitted for Segment 1 (Battery Park Road).

2008 - Transportation Enhancement Grant Award of \$647,000 for project.

2009 - Creation and adoption of Construction Specification Manual for County Bike and Pedestrian Master Plan.

### May 2010 - Windsor Castle Park Grand Opening

In May 2010, the Town of Smithfield held the grand opening of Windsor Castle Park. The park is located at the terminus of the Nike Park to Smithfield Trail. This 208-acre riverside park features a woodland trail system, picnic and open area space, a dog park, kayak/ canoe launch, fishing pier, mountain bike path, scenic overlooks and the Windsor Castle Historic Site. Within easy walking distance from the Windsor Castle Park are 63 historic sites in Smithfield.

## Milestones 2000 - 2010, Smithfield - Nike Park Multi-use Trail

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November 2010 - Contract for Smithfield to Nike Park Multi-Use Path awarded. The County provided the Consultant's FAR Audit information to the Virginia Department of Transportation for review and approval.

December 2010 - Grant application submitted for 2011 Transportation Enhancement Grants. Short list of projects under consideration will be available in the late spring of 2011, with final decision anticipated in June 2010, and funding available in October 2011.

February 2011 - Pre-award audit was completed, contract received approval from the County Attorney's office, and notice to proceed was granted by VDOT.

March 29, 2011 - Official Kick-off meeting with VDOT Staff, Kimley-Horn, and Staff Project team held.

**PROJECT BUDGET: Isle of Wight County - Smithfield to Nike Park Multi-Use Path**  
**Attachment A: Project Budget**

Task by Project Development Phase	Segment 1	Segment 2	Segment 3	TOTAL Project Costs
Description of Trail Segment	Battery Park Road between South Church Street and Nike Park Road (1.3 mi)	Nike Park Road between Battery Park Road and Nike District Park (1.8 mi)	South Church Street from the Cypress Creek Bridge to Battery Park Road (0.9 mi)	
<b>PRELIMINARY ENGINEERING PHASE</b>				
Engineering/Design Fees	\$ 134,392	\$ 165,000	\$ 90,000	\$ 389,392
Environmental Document (Cultural Resources)	\$ 8,000	\$ 8,000	\$ 8,000	\$ 24,000
Surveying Fees	\$ 28,000	\$ 28,000	\$ 28,000	\$ 84,000
VDOT Review Fees	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000
Grant Administrative Costs	\$ 21,000	\$ 6,000	\$ 5,000	\$ 32,000
<b>PE Phase TOTAL COSTS</b>	<b>\$ 206,392</b>	<b>\$ 222,000</b>	<b>\$ 146,000</b>	<b>\$ 574,392</b>
<b>RIGHT OF WAY PHASE</b>				
Right of Way Acquisition Plats (\$750 per plat)	\$ 6,000	\$ 9,750	\$ 24,000	\$ 39,750
Right of Way Legal Fees	\$ 25,000	\$ 25,000	\$ 25,000	\$ 75,000
Right of Way Purchase	\$ 465,000	\$ 1,500,000	\$ 265,000	\$ 2,230,000
Utility Relocation	\$ 50,000	\$ 300,000	\$ 100,000	\$ 450,000
<b>RW Phase TOTAL COSTS</b>	<b>\$ 546,000</b>	<b>\$ 1,834,750</b>	<b>\$ 414,000</b>	<b>\$ 2,794,750</b>
<b>CONSTRUCTION PHASE</b>				
Mobilization	\$ 80,000	\$ 140,000	\$ 60,000	\$ 280,000
Construction Surveying	\$ 10,000	\$ 23,000	\$ 7,000	\$ 40,000
Clearing & Grubbing	\$ 35,000	\$ 45,000	\$ 25,000	\$ 105,000
Pavement	\$ 150,000	\$ 210,000	\$ 105,000	\$ 465,000
Earthwork	\$ 50,000	\$ 65,000	\$ 35,000	\$ 150,000
Pavement Marking, Signing and ADA Accessibility	\$ 50,000	\$ 55,000	\$ 40,000	\$ 145,000
Drainage	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
Landscaping	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
E&S	\$ 45,000	\$ 65,000	\$ 35,000	\$ 145,000
MOT	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Pedestrian Bridge at Jones Creek	\$ -	\$ 875,000	\$ -	\$ 875,000
CEI and Inspection Fees (12%)	\$ 126,600	\$ 277,560	\$ 94,440	\$ 498,600
Construction Management (VDOT)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000
Contingency (10%)	\$ 119,160	\$ 260,056	\$ 89,144	\$ 468,360
<b>CN Phase TOTAL COSTS</b>	<b>\$ 795,760</b>	<b>\$ 2,145,616</b>	<b>\$ 620,584</b>	<b>\$ 3,561,960</b>
<b>TOTAL COSTS (PE, RW &amp; CN)</b>	<b>\$ 1,548,152</b>	<b>\$ 4,202,366</b>	<b>\$ 1,180,584</b>	<b>\$ 6,931,102</b>

**2011 Grant Request Justification**

Total Cost for Segment 1 (SEG1)	1,548,152
2008 Enhancement Grant Award	647,000
2008 County Match	161,750
Dedicated Total Funding To Date	808,750
Funds Need to Complete SEG1 (Total SEG1 - Total to Date)	739,402
100% of PE of Segment 2	222,000
100% of PE of Segment 3	146,000
Total for Design, Engineer, Construction of SEG1, and 100% of PE SEG 2 & 3	1,107,402
Requested Funding in 2011 Application	885,922
2011 County Match	221,480
Total of 2011 Grant Request + 2011 County Match	1,107,402
Requested 2011 funding would enable project status to be:	
a) 100% Design, Engineering and Completed Construction of Segment 1 ( Battery Park Road)	
b) 100% PE of Segment 2 (Nike Park Road)	
c) 100% PE of Segment 3 (South Church Street)	

Construction costs are based on 2010 dollars.  
 Estimate covers full design and construction for all three (3) segments.

**STAFF REPORT  
TO THE TOWN COUNCIL**

**SPECIAL USE PERMIT**

**\*\*\*PUBLIC HEARING\*\*\***

**April 5, 2011**

**Owner /Applicant Name & Address**

Town of Smithfield  
310 Institute Street  
Smithfield, VA 23430

**Property Location & Description**

223 Washington Street  
“Old Smithfield High School/Agricultural  
Building” - on the corner of Washington  
Street and James Street

**Statistical Data**

Current Zoning	DN-R, Downtown Neighborhood Residential
Property Classification	Non-Contributing
Tax Parcel ID #	21A-01-184A

**Surrounding Land Uses/Zoning**

Adjacent parcels are zoned DN-R,  
Downtown Neighborhood Residential

**Staff Comments**

The applicant desires to be granted a Special Use Permit to allow for use as ‘Private Clubs and Lodges’ for the property at 223 Washington Street. Throughout the 1990’s this structure was used as the clubhouse for the Real Smithfield Jaycees and currently there is an interest from another local civic organization, the Veterans of Foreign Wars, to use it for a similar purpose.

- They propose to hold one general membership meeting per month.
- They propose to hold one officer’s meeting per month.
- They propose to hold two breakfasts per month.
- They may consider having one bingo night per month.
- They may consider allowing the Boy Scouts and/or Girl Scouts to use the facility.
- They do not propose to allow the general public to rent the facility for parties or events.
- All of the events that they propose, other than the Scouts, are VFW events.

The Town of Smithfield would retain the rear portion of the building for public use, but the front portion of the building and the bathroom facilities would potentially be used as a private club.

Between the on-site parking available and the public parking lot across the street, there is adequate parking for this proposed use.

At their March 8, 2011 meeting, the Planning Commission recommended their proposal for approval, with one exception; that the approval run the length of the lease term decided upon by Town Council for the VFW. There was also discussion about limiting the Boy & Girl Scout’s use to meetings only; however, that did not make its way into the conditions.

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



**STAFF REPORT TO THE  
TOWN COUNCIL**

**ZONING ORDINANCE AMENDMENTS**

**\*\*\*PUBLIC HEARING\*\*\***

**April 5, 2011**

**Amendments**

The draft copies of the following were provided to you at the December 14, 2011 meeting for your review:

The proposed ordinance amendments by zoning district are as follows:

-Article 3.G: R-O, Residential Office – The proposed action would exclude payday lending establishments and check cashing establishments from permitted uses and include payday lending establishments, check cashing establishments and pawn shops in the uses permitted by Special Use Permit.

-Article 3.H: D, Downtown - The proposed action would exclude payday lending establishments, check cashing establishments, Churches and places of worship from permitted uses and include payday lending establishments, check cashing establishments, pawn shops, community centers, Churches and places of worship and other areas of assembly in the uses permitted by Special Use Permit.

-Article 3.I: HR-C, Highway Retail Commercial - The proposed action would exclude payday lending establishments and check cashing establishments from permitted uses and include payday lending establishments, check cashing establishments and pawn shops in the uses permitted by Special Use Permit.

-Article 3.J: PS-C, Planned Shopping Center - The proposed action would exclude payday lending establishments and check cashing establishments from permitted uses and include payday lending establishments, check cashing establishments and pawn shops in the uses permitted by Special Use Permit.

-Article 3.K: I-1, Light Industrial - The proposed action would exclude payday lending establishments and check cashing establishments from permitted uses and include payday lending establishments, check cashing establishments and pawn shops in the uses permitted by Special Use Permit.

-Article 3.L: I-2, Heavy Industrial - The proposed action would include payday lending establishments, check cashing establishments and pawn shops in the uses permitted by Special Use Permit.

The draft copy's additions are shown in an 'italicized' font and highlighted (*additions*).

The draft copy's deletions were shown as 'struck through' and highlighted (~~deletions~~), so that for the purpose of review, the changes could be readily seen.

**Overview**

The proposed amendments are intended to re-categorize the uses of payday lending establishments, check cashing establishments, pawn shops and areas of assembly from by-right uses to uses that require Special Use Permits in order to maintain greater oversight with these uses in the above stated zoning districts.

At their March 8, 2011 meeting, the Planning Commission recommended these amendments for approval with no conditions.

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

Article 3.G:  
**R-O, Residential Office District**

Article 3.G:  
**R-O, Residential Office**  
**(Transitional Residential/Office District)**

**A. Purpose and Intent:**

The R-O, Residential Office District is established to provide for the location of office uses in a low intensity development patterns. The district is intended to provide opportunities for non-retail commercial offices within areas of the Town which are in transition from stable residential neighborhoods to more intensive, non-residential uses. The district is established for the purposes of selectively providing for well-planned non-residential land uses to be located between older residential neighborhoods and existing higher intensity non-residential areas, such as corridor commercial, shopping center commercial, downtown commercial and industrial areas.

The R-O District is to be applied where offices or financial institutions are the principal uses on a lot. This would include locations in both newly developing areas and redeveloping older areas of the Town which are subject to the pressures of adaptive reuse of existing structures but where lot sizes are questionable for non-residential uses with on-site parking. As specifically related to new development patterns in the Town, the district is to be used to implement planned professional and health care-related office parks and integrated development complexes.

Minimum site improvements shall include adequate on-site parking, public water and sewer service, public streets, storm drainage, stormwater management facilities and sidewalks.

**B. Permitted Uses:**

1. Medical and dental offices, inclusive of outpatient facilities.
2. Banks and financial institutions without drive-thru facilities, *excluding payday lending and check-cashing establishments.*
3. General and professional offices.
4. Churches and places of worship.
5. Child day care and adult day care facilities.
6. Single family residential dwellings, provided that (a) said residential dwellings shall conform in all respects to the S-R District and (b) there shall be no more than one single-family dwelling per lot.
7. Studios for an artist, designer, writer, photographer, sculptor or musician.
8. Accessory uses, to include tool sheds, detached garages and carports, children's playhouses, doghouses and accessory off-street parking and loading spaces.

9. Irrigation wells.

**C. Uses Permitted by Special Use Permit:**

1. Offices with retail sales, limited to interior display and sales of high technology, scientific, electronic and medical equipment of a type not customarily retailed to the general public, provided that there shall be no exterior or store-front displays.
2. Drive-in banks.
3. Residential apartments, as an ancillary use within a commercial structure and limited to one dwelling unit per structure.
4. Bed and breakfast lodgings.
5. Medical care facilities, inclusive of inpatient facilities.
6. Funeral homes.
7. Parking lots (private or public, off-street as a principal use).
8. Public schools, colleges and universities.
9. Private schools, colleges and universities.
10. Any use incorporating a drive-thru facility.
11. Permitted and special permit uses on private water and sewer systems.
12. Foster homes, family care residences, and group homes serving mentally retarded and developmentally disabled persons.
13. Accessory apartments.
14. Personal service establishments.
15. Home occupations.
- *Payday lending establishments, check-cashing establishments and pawn shops.*
16. Waiver of maximum building height.
17. Waiver of lot size requirements.
18. Temporary real estate marketing offices for new subdivisions.
19. Waiver of Parking and Loading Requirements  
(Ord. of 9-5-2000, 9-2-2008)

**D. Maximum Density:**

1. Non-residential uses and accessory residential uses shall be regulated by floor area ratio. A maximum floor area ratio equal to 0.25 shall apply to non-residential uses and structures.
2. Residential dwellings: Subject to S-R District regulations.

**E. Lot Size Requirements:**

1. Minimum district size: Not regulated.

2. Minimum lot area:
  - A. Conventional lot: 15,000 square feet
3. Minimum lot width:
  - A. Conventional lot, with public water and sewer:
    - (1) Interior lot: 100 feet
    - (2) Corner lot: 125 feet
4. Minimum lot depth:
  - A. Conventional lot, with public water and sewer: 125 feet

**F. Bulk Regulations:**

1. Height:
  - A. Building height: 35 feet
  - B. Public or semi-public building: 45 feet,  
provided that required front, rear and side yards shall be  
increased by 1 foot for each foot of height over thirty-five feet.
  - C. Cupolas, spires and steeples: 90 feet,  
by special permit.
  - D. Accessory buildings: 16 feet,  
provided that accessory building heights may be increased to  
twenty-four (24) feet in accordance with Article 2, Section P of  
the Zoning Ordinance.
2. Minimum yard requirements:
  - A. Conventional lot, with public water and sewer:

- (1) Front yard: 35 feet,
- (2) Side yard: 15 feet  
except where the lot adjoins an existing residential district,  
and then the side yard must then be at least 20 feet
- (3) Rear yard: 35 feet  
5 feet (accessory uses)

B. Maximum lot coverage for non-residential uses:

The maximum percentage of lot coverage for a non-residential use shall not exceed twenty (20) percent. The location of all such uses shall be subject to site plan approval.

(Ord. of 5-4-2004)

**G. Landscaping, Open Space and Recreation Areas:**

- 1. Twenty percent (20%) of the gross lot area shall be landscaped open space.
- 2. Open space and recreation area regulations for residential uses in the R-O District, if and when required, shall be governed by those specified in the S-R District.

**H. Net Developable Area Calculation:**

- 1. Notwithstanding governing lot size and yard regulations, the maximum use intensity for any subdivision lot or non-residential lot shall be calculated based on existing land conditions. The development yield (in terms of allowable lots or floor area) shall be based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
- 2. The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions. (*Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.*)

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	100%
<i>Slopes from 10% but less than 20%:</i>	75%
<i>Slopes from 20% but less than 30%:</i>	50%
<i>Slopes 30% or more:</i>	10%
<i>Soils with high shrink/swell characteristics, as defined:</i>	75%
<i>Wetlands, existing water features and streams:</i>	0%
<i>Stormwater management basins and structures:</i>	0%
<i>Above-ground 69 KV or greater transmission lines:</i>	0%
<i>Public right-of-way</i>	0%
<i>Private streets, travelways and combined travelways and parking bays</i>	0%

3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than 20% percent of the calculated net acreage.
4. No R-O District lot shall be designed or employed for use in which an area more than 25% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains, and (d) water features.  
(Ord. of 8-1-2001)

**I. Additional Regulations:**

1. Refer to the Floodplain Zoning Overlay District, where applicable.
2. Refer to the Chesapeake Bay Preservation Area Overlay District.
3. All business services and storage shall be conducted within the principal structure which is to be completely enclosed.
4. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.

5. Refer to Parking and Loading Requirements, Article 8, for parking regulations:
  - a. Parking for non-residential uses shall be governed by the parking and loading requirements for that use.
  - b. Parking for a non-residential use shall not be permitted within the front yards of any lot.
  - c. No parking shall be permitted within a yard setback line.
  - d. Recreational vehicle parking shall not be permitted within front yard and the area of the side yard setbacks.
6. Refer to Sign Regulations, Article 10, for signage provisions.
7. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *“This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure.”*
8. Refer to the Town’s Design and Construction Standards Manual for additional regulations.
9. All uses within the R-O District shall require a General Development Plan and/or site plan for zoning and/or special permit approval.
10. All refuse shall be contained in completely enclosed facilities. Refuse containers and refuse storage shall be located in a paved area and screened from public view by means of fences, wall or landscaping.  
(Ord. of 10-3-2000)

Article 3.H:  
**D, Downtown District**

Article 3.H:  
**D, Downtown**  
**(Downtown Mixed Use District)**

**A. Purpose and Intent:**

The D, Downtown District is established to promote harmonious development, redevelopment and rehabilitation of uses in and around the historic downtown residential and commercial areas of Smithfield. The regulations of the D, Downtown District are intended to promulgate the goals of the Comprehensive Plan for thoughtful revitalization and historic preservation while emphasizing residential stability and encouraging a balanced mix of uses in the downtown business area.

Urban design priorities within the D District are to be placed on: (1) encouraging continued use and revitalization of single family residences within the district, (2) providing opportunities for selected businesses consistent with downtown market objectives, (3) enhancing pedestrian circulation patterns, (4) minimizing vehicular/pedestrian access conflicts among downtown land uses, (5) respecting the geometry of the downtown streetscape, (6) maintaining strong continuity with the architectural precedents of the Town's historic area, and (7) providing flexibility in the application of harmonious geometric standards for site development.

No off-street parking is required for downtown business uses within the D District which do not exceed 10,000 square feet in lot coverage or a floor area ratio (FAR) of 2.0. Centralized and coordinated public parking within the downtown area is encouraged to serve local business and tourism uses, while off-street parking is recommended on individual residential properties and large commercial properties. Higher density residential development and mixed-used development is permitted by special permit to encourage the location of residences convenient to places of shopping and work. Signage and outdoor storage are restricted to promote an attractive and stable urban environment.

**B. Permitted Uses:**

Permitted uses shall be those in the following categories which do not exceed 10,000 square feet in lot coverage or a floor area ratio (FAR) of 2.0.

1. Single family residential dwellings, as a principal use, subject to the residential district regulations governing the proposed residential dwelling type and other additional regulations subject to this district.

2. Retail sales establishments (exclusive of automobile dealerships and sales establishments, lumber and millwork retail sales and storage yards, and other uses which require outdoor storage of retail goods).
3. Offices, general and professional.
4. Personal service establishments.
5. Banks and financial institutions, *excluding payday lending and check-cashing establishments.*
6. Eating establishments (exclusive of fast food restaurants).
7. Business service and office supply establishments.
8. Repair service establishments, provided that any given repair service does not employ more than three (3) persons on the premises during a single shift and that all repair services are performed indoors. No outdoor use, storage or display is permitted.
9. ~~Churches and places of worship.~~
10. Parking lots (private or public, as a principal use).
11. Home occupations (in detached residential dwellings).
12. Residential dwellings, as an ancillary use in mixed use commercial structures, subject to other additional regulations pertaining to this district.
13. Taxicab Service.  
(Ord. of 10-7-2003)

**C. Uses Permitted by Special Use Permit:**

The conversion of any residential structure for a non-residential use as the principal use of the building shall be subject to special use permit approval, even if the converted use in question is one of the permitted uses listed above.

1. Any individual use otherwise permitted hereinabove by-right in the D District, but which exceed 10,000 square feet in lot coverage or a floor area ratio (FAR) of 2.0 (and thus, must provide off-street parking), or any of the following uses:
2. Multifamily and attached residential dwellings, as a principal use.
3. Bed and breakfast lodgings.
4. Private post office and delivery services.
5. Funeral homes.
6. Public uses and utilities.
7. Any by-right use for which business, storage or display is conducted outside of an enclosed building.
8. Any use incorporating drive-thru facilities.
9. Hotels and motels.
10. Convenience or quick-service food stores (with or without automotive services).

11. Theaters.
12. Parking garages and structures.
13. Public and private schools.
14. Laundromats.
15. Commercial recreation establishments (limited to indoor uses).
16. Private clubs, country clubs and lodges.
17. Repair service establishments, for any given repair service which employs more than three (3) persons on the premises in a single shift and that all repair services are performed indoors.
18. Waterfront retail business activities associated with the uses in this article, including boat docks and piers, yacht clubs, marinas and boat service facilities, storage and shipment of waterborne commerce, fish and shellfish receiving, seafood packing and shipping and recreational activities. Waterfront retail business uses shall require on-site parking in accord with Article 8, Parking and Loading Regulations.
20. Child day care facilities.
21. Farmers' markets and temporary stands for sale of produce and seasonal merchandise.
22. Visitor centers and public restroom facilities.
  - *Community centers, Churches and places of worship, and other areas of assembly.*
  - *Payday lending establishments, check-cashing establishments and pawn shops.*
23. Waiver of landscape and open space requirements.
24. Waiver for increase in building height over 35 feet.
25. Waiver of floor area ratio regulation.
26. Waiver of yard requirements.
27. Waiver of density for elderly housing.
28. Waiver of Maximum density for residential uses.
29. Waiver of Parking and Loading Requirements  
(Ord. of 9-2-2008)

**D. Lot Size Requirements:**

1. Minimum district size: The district shall conform with the official Zoning Map.
2. Minimum lot area: Not regulated
3. Minimum lot width: Not regulated

**E. Bulk Regulations:**

1. Maximum building height:
  - a. Residential and business uses: 35 feet
  - b. Public and semi-public buildings: 45 feet
  - c. Church spires: 90 feet
  
2. Minimum yard requirements
  - a. Front yard: Not regulated; provided  

Front yard dimensions shall conform to within twenty percent (20%) of the setback of the average of the existing adjacent structures on the same side of the street as the primary structure.
  - b. Side yard: 5 feet; except
    - (1) Side yard shall be at least 10 feet or as otherwise required by buffer yard criteria where adjacent to any residential district, and
    - (2) Side yard shall be at least 10 feet where adjacent to a public right-of-way, an alley and which is recorded as an ingress/egress easement.
  - c. Rear yard: Not regulated; except rear yard shall be at least 10 feet where adjacent to any residential district.
  
3. Maximum floor area ratio: 2.0
  
4. Maximum residential density:
  - a. 12 dwelling units per net developable acre for mixed use structures.
  - b. 12 dwelling units per net developable acre for multifamily dwellings and housing for the elderly.
  - c. 8 dwellings units per net developable acre for single family attached dwellings.

- d. 4 dwelling units per net developable acre for single family detached dwellings. (Ord. of 5-4-2004)

**F. Open Space:**

- 1. Not regulated for existing structures and uses.
- 2. Ten percent (10%) of the gross lot area shall be landscaped open space.

**G. Net Developable Area Calculation:**

- 1. Notwithstanding governing lot size and yard regulations, the maximum use intensity for any lot shall be calculated based on existing land conditions. The development yield (in terms of allowable lots or floor area) shall be based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
- 2. The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required with all subdivision and site plans. *(Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.)*

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	100%
<i>Slopes from 10% but less than 20%:</i>	75%
<i>Slopes from 20% but less than 30%:</i>	50%
<i>Slopes 30% or more:</i>	10%
<i>Soils with high shrink/swell characteristics, as defined:</i>	75%
<i>Wetlands, existing water features and streams:</i>	0%
<i>Stormwater management basins and structures:</i>	0%
<i>Above-ground 69 KV or greater transmission lines:</i>	0%
<i>Public right-of-way</i>	0%
<i>Private streets, travelways and combined travelways and parking bays</i>	0%

- 3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be

demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than or greater than 20% percent of the calculated net acreage.

4. No D District lot shall be designed or employed for use in which an area more than twenty-five percent (25%) of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains, and (d) water features.  
(Ord. of 8-1-2001)

#### **H. Additional Regulations**

1. The conversion of any residential structure or any portion thereof for a non-residential use of the building is subject to special use permit approval.
2. Uses other than single family residential uses shall be subject to site plan approval.
3. All refuse shall be contained in completely enclosed facilities. Refuse containers and refuse storage shall be located in a paved area and screened from public view by means of fences, wall, or landscaping.
4. For any use adjacent to uses which in the opinion of the Planning and Zoning Administrator may be adversely affected by the creation of an additional curb cut, such use will require a special use permit.
5. Off-street parking:
  - a. Notwithstanding the provisions of Article 8, Parking and Loading Requirements, there are no minimum off-street parking space requirements for downtown retail and non-residential uses in the D District when the lot does not exceed 10,000 square feet, a building(s) does not exceed a floor area ratio (FAR) of 2.0, or if the floor area does not exceed 10,000 square feet.
  - b. Off-street parking space requirements in accord with Article 8 shall be provided for downtown retail and non-residential uses in the D District when the lot exceeds 10,000 square feet, a building(s) exceeds a floor area ratio (FAR) of 2.0, or if the floor area exceeds 10,000 square feet.

- c. When on-site parking is to be provided on a lot in the D District, such off-street parking shall comply with the Parking and Loading requirements per Article 8.
  - d. On-site parking in accord with Article 8 shall be required for waterfront retail and waterfront business uses (as granted by special permit) in the D District.
6. Establishments offering outdoor dining shall be subject to the provisions regulating such uses in the Town Ordinance.
7. Refer to the Floodplain Zoning Overlay District, where applicable.
8. Refer to the Chesapeake Bay Preservation Area Overlay District.
9. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.
10. Refer to the Smithfield Historic District Design Guidelines and the HP-O District for additional design standards and criteria, where applicable. For properties located within the HP-O District, no site plan shall be approved by the Planning Commission prior to the issuance of a Certificate of Appropriateness.
11. Refer to the Signage regulations in Article 10, where applicable.
12. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *“This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure.”*
13. Subject to special use permit approval, the outdoor area devoted to storage, loading and display of goods shall be limited to a maximum of 15% of the total lot area and as otherwise designated on an approved site plan. Outdoor storage, loading and display areas in excess of 15% may be approved under special circumstances when the

applicant can demonstrate need and provide expanded and enhanced screening, buffers and landscaping.

(Ord. of 7-5-2005)

Article 3.I:  
**HR-C, Highway Retail Commercial District**

Article 3.I:**HR-C, Highway Retail Commercial  
(Highway Retail Commercial District)****A. Purpose and Intent:**

The HR-C District is established to provide suitable locations in Smithfield's heavily traveled collector streets and arterial highways for those commercial and business uses which are oriented to the automobile and which require access characteristics independent of adjoining uses or pedestrian trade. The application of the HR-C District should be to those areas of the Town where individual uses can be grouped into planned concentrations which limit the "strip" development effect on newly developing areas as well as on redevelopment areas where retail and business uses currently exist. Adequate transportation and site planning of district uses should have the goal of minimizing conflicts with through-traffic movements along the entrance Town's corridors. It is not intended for this district to be applied to shopping centers.

**B. Permitted Uses:**

An individual use or structure intended for a single use with 40,000 square feet gross floor area or less, incorporating the following uses:

1. Business services and supply establishments.
2. Gasoline sales establishments (with no vehicular repair services or storage).
3. Eating establishments, without drive-thru facilities.
4. Fast-food restaurants, without drive-thru facilities.
5. Banks and financial Institutions, **excluding payday lending and check-cashing establishments.**
6. Funeral homes.
7. Hotels and motels.
8. Offices, general and professional.
9. Personal service establishments.
10. Plant nurseries.
11. Convenience or quick-service food stores, with or without gasoline sales but no vehicle repair.
12. Repair service establishments (exclusive of automobile and light vehicle service and repair), with no outdoor storage.
13. Retail sales establishments, with screened outdoor sales or display of products limited to no greater than 15% of the net developable lot area. (See Additional Regulations.)

14. Automobile and light vehicle dealerships and retail sales establishments (with service and repair facilities as an ancillary use, with completely enclosed service facilities and screened outdoor storage of repair vehicles).
15. Theaters.
16. Light intensity wholesale trade establishments (with no outdoor sales or display of products).
17. Kennels, commercial.
18. (Repealed)
19. Private post office and delivery services.
20. Public uses.
21. Churches and places of worship.
22. Medical offices and outpatient care facilities.
23. Parking lots (private and public with off-street parking as the principal use).
24. Private schools.
25. Veterinary clinics (with no outdoor kennel facilities).
26. Car washes.
27. Laundromats.
28. Dry cleaners.
29. Taxicab Service.  
(Ord. of 10-7-2003; Ord. of 11-1-2005)

**C. Uses Permitted by Special Use Permit:**

An individual use otherwise permitted hereinabove by-right in the HR-C District, but having greater than 40,000 square feet gross floor area, or any of the following uses:

1. Repair service establishments, with screened outdoor storage.
2. Retail sales establishments, with screened outdoor sales or display of products which exceed 15% of the net developable lot area. (See Additional Regulations.)
3. Conference centers.
4. Hospitals.
5. Parking garages and structures.
6. Commercial recreation facilities (indoor and outdoor).
7. Child day centers.
8. Adult day care centers.
9. Bus stations.
10. Public utilities.
11. Drive-in and movie theaters.
12. Auction establishments.

13. Automobile and light vehicle repair establishments (within completely enclosed structures with screened outdoor storage).
14. Vehicle sale, rental and ancillary service establishments, including boats and watercraft.
15. Service stations.
16. Light warehousing uses related to an adjunct retail use permitted either by-right or special permit.
17. Frozen food lockers.
18. Greenhouses (retail and wholesale).
19. Waterfront retail business activities associated with the uses in this article, including boat docks and piers, yacht clubs, marinas and boat service facilities, storage and shipment of waterborne commerce, fish and shellfish receiving, seafood packing and shipping and recreational activities.
21. Taxidermists.
22. Bed and breakfast establishments.
23. Research and development activities which do not cause any more smoke, dust, odor, noise, vibration or danger of explosion than other uses permitted in this district and which involve no more than 15% of the gross floor area in the assembling or processing of products. All assembling or processing shall only involve products developed on the premises. All services and storage shall be conducted within the principal structure which is to be completely enclosed.
24. Any use incorporating a drive-thru facility.
25. Schools, colleges and universities.
26. Mini-storage warehouses, with no exterior storage.
- *Payday lending establishments, check-cashing establishments and pawn shops.*
27. Waiver of yard requirements, subject to the prohibition of parking in front yards.
28. Waiver for increase in building height over 35 feet.
29. Waiver of Parking and Loading Requirements.  
(Ord. of 11-1-2005, Ord. of 9-2-2008)

**D. Lot Size Requirements:**

1. Minimum district size: Not regulated,  
provided that districts should be located, sized and spaced to limit potential "strip" development impacts.
2. Minimum lot areas: 30,000 square feet
3. Minimum lot width: 150 feet

**E. Bulk Regulations:**

1. Maximum building height: 35 feet,
2. Minimum yard requirements:
  - a. Front yard: 40 feet,  
provided that a 20 foot setback is required for the outdoor display of items within the front yard.
  - b. Side yard: 20 feet,  
provided, where side yard abuts a public right-of-way or a residential district, the side yard shall be 40 feet.
  - c. Rear yard: 20 feet,  
provided, where rear yard abuts a public right-of-way or a residential district, the rear yard shall be 40 feet.
  - d. In addition to the above regulations, buffer yard provisions shall apply in accordance with landscape and screening regulations.
3. Maximum floor area ratio: 0.50  
(Ord. of 11-1-2005)

**F. Open Space and Landscaping:**

Fifteen (15%) percent of the gross site area shall be landscaped open space.

**G. Net Developable Area Calculation:**

1. Notwithstanding governing lot size and yard regulations, the maximum use intensity for any lot shall be calculated based on existing land conditions. The development yield (in terms of allowable lots or floor area) shall be based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
2. The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net

developable area shall be required for all subdivision and site plan submissions. (*Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.*)

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	100%
<i>Slopes from 10% but less than 20%:</i>	75%
<i>Slopes from 20% but less than 30%:</i>	50%
<i>Slopes 30% or more:</i>	10%
<i>Soils with high shrink/swell characteristics, as defined:</i>	75%
<i>Wetlands, existing water features and streams:</i>	0%
<i>Stormwater management basins and structures:</i>	0%
<i>Above-ground 69 KV or greater transmission lines:</i>	0%
<i>Public right-of-way</i>	0%
<i>Private streets, travelways and combined travelways and parking bays</i>	0%

3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than 20% percent of the calculated net acreage.
  
4. No HR-C District lot shall be designed or employed for use in which an area more than 25% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains and (d) water features.  
(Ord. of 8-1-2001)

**H. Additional Regulations:**

1. All uses shall be subject to site plan approval.
  
2. All refuse shall be contained in completely enclosed facilities. Refuse containers and refuse storage shall be located in a paved area and screened from public view by means of fences, wall or landscaping.
  
3. On a corner lot, no curb cut shall be located closer than 75 feet to the right of way line extended from the intersecting street.

4. No curb cut shall be located closer than 20 feet to a side or rear lot line, unless a common curb cut serves adjacent uses, and in no instance shall the distance between separate curb cuts serving adjacent uses be less than 60 feet.
5. A freestanding use shall have no more than two curb cuts on any single right of way, and such curb cuts shall have a minimum distance of 100 feet between them.
6. In addition to landscaping and screening requirements, there shall be a minimum landscaped buffer strip of 20 feet in depth along all HR-C District property frontage. No parking is permitted within the buffer strip.
7. The outdoor area devoted to storage, loading and display of retail goods shall be limited to a maximum 15% of the net developable lot area and shall provide screening as indicated on an approved site plan. Subject to special use permit approval, outdoor storage, loading and display areas of retail goods in excess of 15% of net developable lot area may be approved under special circumstances when the applicant can provide expanded and enhanced screening, buffers and landscaping. Screening of outdoor display and product sales areas only may be waived by administrative action of the Planning and Zoning Administrator, provided that loading and storage areas not related to displays shall be screened.
8. Where a lot is contiguous to property located in a residential district, all buildings shall have a minimum setback of 40 feet from common property lines. A landscaped buffer strip shall be provided in accord with the transitional buffer yard requirements for commercial/residential properties (see Appendix), with landscape materials and placement subject to site plan approval. However, no buffer yard shall be established with a horizontal width less than the height of the structure adjacent to the buffer yard. Fencing may be required in addition to landscape buffers in such cases deemed necessary by the Planning Commission with fence material and heights subject to final plan approval.
9. Gasoline pump islands, canopies and structural elements shall be governed by the same regulations as applied to a principal structure.
10. Refer to the Floodplain Zoning Overlay District, where applicable.
11. Refer to the Chesapeake Bay Preservation Area Overlay District.
12. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.

13. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *“This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure.”*
14. Refer to Article 10, Signs for signage regulations.
15. Off-street parking facilities should be located within the side or rear yards whenever possible.

*Article 3.J:*  
**PS-C, Planned Shopping Center District**

Article 3.J:**PS-C, Planned Shopping Center Commercial  
(Planned Shopping Center District)****A. Purpose and Intent:**

The PS-C District is established to provide locations in Smithfield for community and neighborhood retail commercial and business service uses within planned shopping districts under unified site design. Application of the PS-C District is intended to promote orderly commercial facility development, minimize vehicular traffic within the shopping complex, permit "one-stop" and comparison shopping "under one roof" and facilitate safe pedestrian movement among individual uses within the district. Typical uses found in the PS-C District include supermarkets, drug stores, department stores, specialty stores, movie theaters, personal service establishments and professional offices (in limited number).

In general, the maximum size of the PS-C District shopping center, as permitted by-right, should not exceed a total gross floor area of 200,000 square feet (inclusive of all planned buildings) or a total site size of fifteen (15) acres, provided that free-standing retail buildings may be permitted within the district. Individual commercial or business uses which exceed 40,000 square feet of floor area shall require a special use permit. Under comprehensive planning and special permit considerations, the ultimate district size may be increased at appropriate locations to accommodate larger shopping centers serving a regional market base.

**B. Permitted Uses:**

1. Planned shopping centers with an aggregate gross floor area of less than or equal to 200,000 square feet (inclusive of all planned buildings) or an aggregate size of less than 15 acres, incorporating the uses outlined in 2. below.
2. An individual use or structure intended for a single use with 40,000 square feet gross floor area or less, incorporating the following uses, provided that such uses are secondary to and supportive of a shopping center as a principal use.
  - a. Retail sales establishments (exclusive of automobile dealerships, lumber and millwork retail sales and storage yards, and other retail uses requiring outdoor storage or display of goods which do not exceed 15% of net developable lot area).
  - b. Eating establishments (sit-down, without drive-thru facilities).
  - c. Banks and financial Institutions without drive-thru facilities, **excluding payday lending and check-cashing establishments.**

- d. Offices, general and professional.
- e. Personal service establishments.
- f. Public uses.
- g. Churches and other places of worship.
- h. Laundromats (self-service).
- i. Convenience and quick service food stores (without automotive services).
- j. Business service and supply establishments.
- k. Medical offices, inclusive of outpatient medical care facilities.
- l. Fast food restaurants (subject to Additional Regulations of this district).
- m. Taxicab Service.  
(Ord. of 10-7-2003)

**C. Uses Permitted by Special Use Permit:**

The following uses may be permitted as special permit uses in the PS-C District provided that such uses are secondary to and supportive of a shopping center as a principal use and which otherwise comply with the special permit use provisions of this ordinance:

- 1. Shopping centers with aggregate gross floor area in excess of 200,000 square feet gross floor area, or an aggregate size in excess of 15 acres, or containing an individual use or structure intended for a single use with greater than 40,000 square feet gross floor area.
- 2. Theaters.
- 3. Private schools.
- 4. Conference centers.
- 5. Parking garages and structures.
- 6. Golf courses and country clubs.
- 7. Hospitals and medical care facilities.
- 8. Funeral homes.
- 9. Private clubs (includes country clubs).
- 10. Parking lots (private or public, off-street as a principal use).
- 11. Veterinary clinics.
- 12. Private post office and delivery service establishments which exceed 40,000 square feet.
- 13. Hotels and motels
- 14. Fast-food restaurants.
- 15. Automobile and light vehicle repair establishments (within completely enclosed structures with screened outdoor storage).
- 16. Car washes.
- 17. Service stations.
- 18. Schools, colleges, and universities.
- 19. Plant nurseries.

20. Commercial recreation facilities (including outdoor uses).
21. Greenhouses (commercial and wholesale).
22. Waterfront retail businesses and activities associated with a shopping center use, including boat docks and piers, yacht clubs, marinas, boat service facilities and recreation uses.
23. Research and development activities which do not cause any more smoke, dust, odor, noise, vibration or danger of explosion than other uses permitted in this district and which involve no more than 15% of the gross floor area in the assembling or processing of products. All assembling or processing shall only involve products developed on the premises. All services and storage shall be conducted within the principal structure which is to be completely enclosed.
24. Any use incorporating a drive-thru facility.
25. Repair service establishments, provided that any given repair service does not have more than ten (10) persons on the premises during a single shift and that all repair services and storage related thereto are performed indoors.
26. Uses requiring outdoor storage, display and merchandising of retail goods when such areas exceed 15% of net developable lot area.
- *Payday lending establishments, check-cashing establishments and pawn shops.*
27. Waiver of yard requirements.
28. Waiver of landscape and screening requirements.
29. Waiver of Parking and Loading Requirements.  
(Ord. of 9-2-2008)

**D. Lot Size Requirements:**

1. Minimum PS-C district size: 4 acres
2. Minimum lot area: 40,000 sq. ft.
3. Minimum lot width: 200 ft.

**E. Bulk Regulations:**

1. Maximum building height: 35 feet,  
provided that building heights may be increased by special permit up to a maximum height of 50 feet if one (1) additional foot of yard setback is provided for each one (1) foot in building height over 35 feet.
2. Minimum yard requirements:
  - a. Front yard: 40 feet

- b. Side yard: 40 feet,  
provided that if side yard is adjacent to a residential district or  
right of way contiguous thereto, the side yard shall be 60 feet.
- c. Rear yard: 40 feet
3. Maximum floor area ratio: 0.35

**F. Open Space and Landscaping:**

Fifteen percent (15%) of the site shall be landscaped open space. Refer to Article 9, Landscaping and Screening for additional regulations and requirements.

**G. Net Developable Area Calculation:**

- Notwithstanding governing lot size and yard regulations, the maximum use intensity for any lot shall be calculated based on existing land conditions. The development yield (in terms of allowable lots or floor area) shall be based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
- The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions. (*Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.*)

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	100%
<i>Slopes from 10% but less than 20%:</i>	75%
<i>Slopes from 20% but less than 30%:</i>	50%
<i>Slopes 30% or more:</i>	10%
<i>Soils with high shrink/swell characteristics, as defined:</i>	75%
<i>Wetlands, existing water features and streams:</i>	0%
<i>Stormwater management basins and structures:</i>	0%
<i>Above-ground 69 KV or greater transmission lines:</i>	0%
<i>Public right-of-way</i>	0%
<i>Private streets, travelways and combined travelways and parking bays</i>	0%

3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than 20% percent of the calculated net acreage.
4. No PS-C District lot shall be designed or employed for use in which an area more than 25% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains and (d) water features.  
(Ord. of 8-1-2001)

**H. Additional Regulations:**

1. All uses shall be subject to site plan approval.
2. All refuse shall be contained in completely enclosed facilities. Refuse containers and refuse storage shall be located in a paved area and screened from public view by means of fences, wall, or landscaping.
3. All business services and storage shall be conducted within the principal structure which is to be completely enclosed.
4. On a corner lot, no curb cut shall be located closer than 75 feet to the right of way line extended from the intersecting street.
5. No curb cut shall be located closer than 20 feet to a side or rear lot line, unless a common curb cut serves adjacent uses, and in no instance shall the distance between separate curb cuts serving adjacent uses be less than 60 feet.
6. A freestanding use shall have no more than two curb cuts on any single right of way, and such curb cuts shall have a minimum distance of 100 feet between them.
7. Fast food restaurants shall be permitted by right when such fast food uses are located under the roof of a shopping center, are accessed from within the shopping center, have no drive-thru facility, are within a shopping center which contains a minimum of five (5) retail uses in addition to the fast food restaurant and where it can be demonstrated that

such fast food uses do not interfere with the purpose and intent of the district. Otherwise said uses may be permitted only by special use permit.

8. The outdoor area devoted to storage, loading, and display of retail goods shall be limited to a maximum 15% of the net developable lot area and shall provide screening as indicated on an approved site plan. Subject to special use permit approval, outdoor storage, loading and display areas of retail goods in excess of 15% of net developable lot area may be approved under special circumstances when the applicant can provide expanded and enhanced screening, buffers and landscaping. Screening of outdoor display and product sales areas only may be waived by administrative action of the Planning and Zoning Administrator, provided that loading and storage areas not related to displays shall be screened.
9. Where a lot in the PS-C District is contiguous to property located in a residential district, all buildings shall have a minimum setback of 40 feet from common property lines. A landscaped buffer strip shall be provided in accord with the transitional buffer yard requirements for commercial/residential properties (see Appendix), with landscape materials and placement subject to site plan approval. However, no buffer yard shall be established with a horizontal width less than the height of the structure adjacent to the buffer yard. Fencing may be required in addition to landscape buffers in such cases deemed necessary by the Planning Commission with fence material and heights subject to final plan approval.
10. There shall be a minimum landscaped green strip of 25 feet in depth along all PS-C District property frontage. No parking is permitted within the buffer strip. The landscape buffer strip shall be exclusive of the area required for utility easements, sidewalks and other infrastructure which would interrupt the nature and intent of the buffer area.
11. Refer to the Floodplain Zoning Overlay District, where applicable.
12. Refer to the Chesapeake Bay Preservation Area Overlay District.
13. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.
14. Refer to Article 10, Signs for signage provisions.
15. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by

the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *“This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure.”*

Article 3.K:  
**I-1, Light Industrial District**

Article 3.K  
**I-1 District**  
**(Light Intensity Industrial District)**

**A. Purpose and Intent:**

The I-1, Light Intensity Industrial District is established to provide locations within the Town of Smithfield for industries related to research technology, development and training, corporate employment offices and light manufacturing and warehousing operating under high environmental performance standards. The district is further established to encourage innovative design of office and employment related development.

From a design standpoint, this district is intended promote the development of light intensity land uses in planned business park settings, with an emphasis on low density, well landscaped and screened development which would be compatible with all types of adjoining urban land uses, including residential, and afford maximum protection to surrounding properties. No use should be permitted which might be harmful to the adjoining land uses and the residential ambience of the adjacent neighborhoods. Outdoor storage and outdoor industrial uses are to be discouraged but may be permitted (by special permit and environmental performance review) under unique circumstances.

**B. Permitted Uses:**

1. Establishments for scientific research (except biological and chemical), development and training.
2. Corporate offices and other offices which support permitted and special permit uses.
3. Light manufacturing, fabrication, testing or repair establishments which are incidental to the primary use of research, development and training or corporate offices (with no outdoor storage, loading, or displays).
4. Banks and financial institutions without drive-thru facilities, *excluding payday lending and check-cashing establishments.*
5. Private training facilities and vocational schools.
6. Light warehousing establishments, without outdoor storage.
7. Light wholesale trade establishments, without outdoor storage.
8. Private post offices and delivery service establishments.
9. Veterinary hospitals with no outdoor kennel facilities.

10. Service stations with pump islands only and no outdoor storage or automobile repair facilities.
11. Public utilities and facilities (to be constructed by developer for public acceptance).

**C. Uses Permitted by Special Use Permit:**

1. Establishments for production, processing, assembly, manufacturing, compounding, cleaning, servicing, storage, testing and repair of materials, goods or products which conform to federal, state and local environmental performance standards as related to (a) air pollution, (b) fire and explosion hazards, (c) radiation hazards, (d) electromagnetic radiation and interference hazards, (e) liquid and solid wastes hazards, (f) noise standards and (g) vibration standards.
2. Light manufacturing, fabrication, testing or repair establishments (with screened outdoor storage limited to 50% of the area of building coverage).
3. Child day care centers.
4. Light warehousing establishments, with screened outdoor storage limited to 50% of the area of building coverage.
5. Light wholesale trade and sales establishments, with screened outdoor storage limited to 50% of the area of building coverage.
6. Heliports and helipads, ancillary to a district use.
7. Service stations.
8. Auto and light vehicle service establishments (with screening for servicing and storage areas).
9. Uses permitted by right and by special use permit in the HR-C District.
10. Eating establishments, ancillary to I-1 District uses.
11. Heavy equipment sales and servicing (with screening for servicing and storage areas).
12. Retail sales in a warehouse or wholesale establishment, wherein at least 60% of the gross floor area is devoted to warehouse use.
13. Establishments for biological and chemical scientific research, development and training.
14. Contractor's office, shops and storage yards.
15. Any use incorporating a drive-thru facility.
16. Any use requiring outdoor storage, loading, or display  
- *Payday lending establishments, check-cashing establishments and pawn shops.*
17. Waiver of building height.
18. Waiver of lot size to a minimum 20,000 square feet per lot.
19. Waiver of district size when in conformance with the Comprehensive Plan.
20. Waiver of floor area ratio and building coverage.
21. Communication Towers.
22. Waiver of Parking and Loading Requirements.

(Ord. of 9-5-2000, Ord. of 9-2-2008)

**D. Prohibited Uses:**

The specific uses which follow shall not be permitted in the I-1 District.

1. Animal slaughterhouse.
2. Ammonia and chlorine manufacturing.
3. Asphalt mixing plant.
4. Blast furnace.
5. Boiler works.
6. Bulk storage of flammable materials.
7. Concrete mixing and batching products.
8. Coal, wood or wood distillation.
9. Extraction and mining of rocks and minerals.
10. Fertilizer, lime or cement manufacturing.
11. Fireworks or explosives manufacturing.
12. Private garbage incineration.
13. Rendering plants.
14. Automated salvage and other salvage yards.
15. Metal foundries, smelting, processing, fabrication and storage.
16. Soap manufacture.
17. Stockyards.
18. Acid manufacture.
19. Tanning and curing of skins.
20. Petroleum, asphalt or related product refining.
21. Private landfills.
22. Pesticide manufacturing.
23. Herbicide manufacturing.
24. Insecticide manufacturing.
25. (Repealed by Ord. 9-5-2000)
26. Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause.
27. All residential uses.
28. All nonconforming uses shall not be allowed to expand facilities.  
(Ord. of 9-5-2000)

**E. Maximum Density:**

Regulated by floor area ratio.

**F. Lot Size Requirements:**

1. Minimum district size: 5 acres
2. Minimum lot area: 40,000 square feet
3. Minimum lot width: 150 feet

**G. Bulk Regulations:**

1. Maximum building height: 50 feet,  
except where use abuts a residential district, the maximum  
building height shall be 35 feet.
2. Minimum yard requirements:
  - A. Front yard: 50 feet,  
provided that a 30 foot setback is required for the outdoor  
display of items within the front yard.
  - B. Side yard: 25 feet,  
except where side yard abuts a public right of way or a  
residential district, the side yard shall be 50 feet.
  - C. Rear yard: 50 feet
  - D. Side and rear yard requirements may be waived where a side or  
rear yard abuts a railroad right of way.
3. Maximum floor area ratio: 0.50
4. Maximum building area coverage: 0.30

**H. Open Space:**

1. An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.

2. Twenty (20) percent of the site shall be landscaped open space, provided that no more than fifty (50) percent of the dedicated open space shall consist of land classified as 100 year floodplain, stream valleys, wetlands, slopes greater than thirty (30) percent and/or drainage easements.

**I. Net Developable Area Calculation for I-1 District:**

1. Notwithstanding governing lot size and yard regulations, the density and building coverage for I-1 uses on any lot shall be calculated based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
2. The final plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions. *(Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.)*

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	<i>100%</i>
<i>Slopes from 10% but less than 20%:</i>	<i>75%</i>
<i>Slopes from 20% but less than 30%:</i>	<i>50%</i>
<i>Slopes 30% or more:</i>	<i>10%</i>
<i>Soils with high shrink/swell characteristics, as defined:</i>	<i>75%</i>
<i>Wetlands, existing water features and streams:</i>	<i>0%</i>
<i>Stormwater management basins and structures:</i>	<i>0%</i>
<i>Above-ground 69 KV or greater transmission lines:</i>	<i>0%</i>
<i>Public right-of-way</i>	<i>0%</i>
<i>Private streets, travelways and combined travelways and parking bays</i>	<i>0%</i>

3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than 20% percent of the calculated net acreage.

4. No I-1 District lot shall be configured such that more than 10% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains and (d) water features.  
(Ord. of 8-1-2001)

**J. Additional Regulations:**

1. An environmental impact statement may be required by the Planning Commission or Town Council for any permitted or special permit use.
2. Refer to Sign Regulations, Article 10 for signage provisions.
3. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.
4. All refuse shall be contained in completely enclosed facilities.
5. On a corner lot, no curb cut shall be located closer than 60 feet to the curb line extended from the intersecting public street.
6. No curb cut shall be located closer than 20 feet to a side or rear lot line, unless a common curb cut serves adjacent uses, and in no instance shall the distance between separate curb cuts serving adjacent uses be less than 60 feet.
7. A freestanding use shall have no more than two curb cuts on any single right-of-way, and such curb cuts shall have a minimum distance of 100 feet between them.
8. The outdoor area devoted to storage, loading and display of goods shall not exceed 25% of the total lot coverage, provided that the combined building and outdoor storage, loading and display areas shall not exceed 50% of the total lot coverage. Such outdoor areas shall not be counted in the calculation of required open space. The location and use of outdoor storage, loading and display areas shall be limited to the designated area(s) on the approved site plan.
9. Where a lot is contiguous to property located in a residential district, all buildings shall have a minimum setback of 50 feet from common property lines. A landscaped buffer yard shall be provided, with landscape materials and placement subject to final plan approval. Fencing may be required in such cases with fence material and heights subject to final plan approval.

10. All uses in the I-1 District shall be subject to site plan approval.
11. There shall be a minimum landscaped buffer strip of 20 feet in depth along all I-1 District property frontage. No parking is permitted within the buffer strip. The landscape green strip shall be exclusive of the area required for utility easements, sidewalks and other infrastructure which would interrupt the nature and intent of the buffer area.
12. Refer to the Floodplain Zoning Overlay District, where applicable.
13. Refer to the Chesapeake Bay Preservation Area Overlay District.
14. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *"This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure."*
15. Subject to special use permit approval, the outdoor areas of an I-1 use devoted to storage, loading, and display of goods shall be limited to a maximum 50% of the lot area and as otherwise designated on an approved site plan. Outdoor storage, loading and display areas in excess of 50% of the area of building coverage may be approved under special circumstances when the applicant can provide expanded and enhanced screening, buffers and landscaping.

Article 3.L:

**I-2, Heavy Industrial District**

Article 3.L:

**I-2 District**

**(Heavy Intensity Industrial District)**

**A. Purpose and Intent:**

The I-2, Heavy Intensity Industrial District is established to provide locations within Smithfield for existing and future medium to heavy intensity industries. The I-2 District is intended for use by large manufacturing operations, heavy equipment facilities, construction and maintenance yards, fuel businesses and other basic intensive industrial activities normally found in an urban environment. All waterfront uses and lots shall be regulated by special permit. Potentially hazardous uses shall require environmental impact analyses and public review.

**B. Permitted Uses:**

1. Contractor's offices, shops and storage yards.
2. Establishments for scientific research (except biological and chemical), development and training or corporate offices.
3. Establishments for production, processing, assembly, manufacturing, compounding, cleaning, servicing, storage, testing and repair of materials, goods or products which conform to federal, state and local environmental performance standards as related to (a) air pollution, (b) fire and explosion hazards, (c) radiation hazards, (d) electromagnetic radiation and interference hazards, (e) liquid and solid wastes hazards, (f) noise, (g) vibration and (h) water quality.
4. Heavy equipment sale, rental and service establishments.
5. Lumber yards and building material yards, to include rock sand and gravel storage.
6. Motor freight terminals.
7. Motor vehicle storage and impoundment yards.
8. Storage yards (with coverage subject to Additional Regulations).
9. Recycling centers.
10. Vehicle service establishments.
11. Private training facilities and vocational schools.
12. Warehousing and associated retail establishments.
13. Light wholesale trade establishments, with outdoor storage.
14. Uses permitted by right in the I-1 District.
15. Uses permitted by right in the HR-C District.
16. Service stations.  
(Ord. of 9-5-2000)

**C. Uses Permitted by Special Use Permit:**

1. Heavy public utility uses, to include:
  - a. electrical generating plants.
  - b. sewerage treatment plants.
2. Animal slaughterhouses.
3. Bus and railroad terminals.
4. Concrete mixing and batching production.
5. Coal, wood or wood distillation facilities.
6. Private garbage incineration.
7. Metal foundries, smelting, processing, fabrication and storage.
8. Stockyards.
9. Establishments for biological and chemical scientific research, development and training.
10. Tanning and curing of skins.
11. Extraction of mineral resources.
12. A residential dwelling appurtenant to and contained within a commercial or industrial building for the specific use of a watchman or caretaker.
13. Drive-in theaters.
14. Automobile auction facility.
15. Heliports and helipads.
16. Veterinary hospitals, inclusive of boarding kennels.
17. Private landfills.
18. Hotels and motels, with or without eating establishments.
19. Airports.
20. Asphalt mixing plant.
21. Bulk storage of flammable materials.
22. Fertilizer, lime or cement manufacturing.
23. All uses permitted by special permit in the HR-C and I-1 Districts.
24. Public utilities and facilities (to be constructed by developer for public acceptance).
25. Adult entertainment establishments.
26. Waterfront business activities (including wholesale and retail uses), including marine enterprises such as boat docks and piers, boat service facilities, storage and shipment of waterborne commerce, packing and shipping plants, and recreational activities related to the waterfront.
27. Yacht clubs and marinas.
28. Communication towers.
- *Payday lending establishments, check-cashing establishments and pawn shops.*
29. Waiver of district size when in conformance with the Comprehensive Plan.
30. Waiver of floor area ratio.
31. Waiver of building height.

- 32. Waiver of Parking and Loading Requirements.  
(Ord. of 9-2-2008)

**D. Prohibited Uses:**

The specific uses which follow shall not be permitted in the I-2 District.

- 1. Ammonia and chlorine manufacturing.
- 2. Blast furnace.
- 3. Boiler works.
- 4. Fireworks or explosives manufacturing.
- 5. Automobile salvage yard and other salvage yards.
- 6. Soap manufacture.
- 7. Acid manufacture.
- 8. Petroleum, asphalt or related product refining.
- 9. Pesticide manufacturing.
- 10. Herbicide manufacturing.
- 11. Insecticide manufacturing.
- 12. Any other similar use which in the opinion of the Town Council might be injurious or noxious by reason of odor, fumes, dust, smoke, vibration, noise or other cause which may be deemed as hazardous to the health, welfare and safety of the Town.
- 13. New residential uses.
- 14. All nonconforming uses shall not be allowed to expand facilities.

**E. Maximum Density:**

Regulated by floor area ratio.

**F. Lot Size Requirements:**

- 1. Minimum district size: 5 acres
- 2. Minimum lot area: 40,000 square feet
- 3. Minimum lot width: 150 feet

**G. Bulk Regulations:**

1. Maximum building height: 60 feet
2. Minimum yard requirements:
  - A. Front yard: 50 feet,  
except where the use abuts a residential district, the front yard shall be 60 feet.
  - B. Side yard: 25 feet,  
provided, where side yard abuts a public right of way or residential district, the side yard shall be 50 feet; and
  - C. Rear yard: 50 feet,  
provided, where rear yard abuts a public right of way or residential district, the rear yard shall be 60 feet.
  - D. Side and rear yard requirements may be reduced by special permit where a side or rear yard abuts a railroad right of way.
3. Maximum floor area ratio: 0.60
4. Maximum building area coverage: 0.30

**H. Open Space:**

1. An open space plan and landscape design program shall be submitted with applications for any land use governed by this district.
2. Ten (10) percent of the lot shall be landscaped open space; provided that no more than fifty (50) percent of the landscaped open space shall consist of land classified as 100 year floodplain, stream valleys, wetlands, steep slopes and/or drainage easements.

**I. Net Developable Area Calculation for I-2 District:**

1. Notwithstanding governing lot size and yard regulations, the density and building coverage for I-2 uses on any lot shall be calculated based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
2. The final plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions. (*Refer to illustrative example of net developable area calculation in the appendix of the Zoning Ordinance.*)

<b>Physical Land Unit</b>	<b>Percent Credited Toward Net Acreage</b>
<i>Slopes less than 10%:</i>	100%
<i>Slopes from 10% but less than 20%:</i>	75%
<i>Slopes from 20% but less than 30%:</i>	50%
<i>Slopes 30% or more:</i>	10%
<i>Soils with high shrink/swell characteristics, as defined:</i>	75%
<i>Wetlands, existing water features and streams:</i>	0%
<i>Stormwater management basins and structures:</i>	0%
<i>Above-ground 69 KV or greater transmission lines:</i>	0%
<i>Public right-of-way</i>	0%
<i>Private streets, travelways and combined travelways and parking bays</i>	0%

3. No credit towards net developable area shall be given for planned public rights-of-way, private streets, travelways and combined travelways and parking bays within a lot or property to be developed or subdivided. Twenty percent (20%) shall be subtracted from the calculated net developable acreage to allow for street rights of way, unless it can be demonstrated by survey calculations to the satisfaction of the Planning Commission that proposed street rights of way, private streets, travelways and combined travelways and parking bays in a subdivision will be less than 20% percent of the calculated net acreage.
4. No I-2 District lot shall be configured such that more than 10% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or more, (b) wetlands, (c) 100-year floodplains and (d) water features.  
(Ord. of 8-1-2001)

**J. Additional Regulations:**

1. Refer to Landscaping and Screening, Article 9, for screening and buffer yard provisions.

2. An environmental impact statement may be required for any permitted or special permit use. All uses shall conform to federal, state and local environmental performance standards and design criteria as related to:
  - (a) air pollution,
  - (b) fire and explosion hazards,
  - (c) radiation hazards,
  - (d) electromagnetic radiation and interference hazards,
  - (e) liquid, gas and solid wastes hazards,
  - (f) noise standards,
  - (g) vibration standards,
  - (h) water quality and
  - (i) others as may be requested by the Planning and Zoning Administrator.

In the evaluation of performance standards for any permitted or special permit use in the I-2 District, the City Council, at its sole discretion, may impose other conditions and additional restrictions to that use for the purposes of ensuring the mitigation of impacts and promulgating the health, safety and general welfare of the citizens of Smithfield.

3. All uses shall be subject to site plan approval.
4. All refuse shall be contained in completely enclosed facilities.
5. On a corner lot, no curb cut shall be located closer than 60 feet to the curb line extended from the intersecting public street.
6. No curb cut shall be located closer than 20 feet to a side or rear lot line, unless a common curb cut serves adjacent uses, and in no instance shall the distance between separate curb cuts serving adjacent uses be less than 60 feet.
7. A freestanding use shall have no more than two curb cuts on any single right of way, and such curb cuts shall have a minimum distance of 100 feet between them.
8. The outdoor area devoted to storage, loading and display of goods shall not exceed 30% of the total lot coverage, provided that the combined building and outdoor storage, loading and display areas shall not exceed 60% of the total lot coverage. Such outdoor areas shall not be counted in the calculation of required open space. The location and use of outdoor storage, loading and display areas shall be limited to the designated area(s) on the approved site plan.

9. Where a lot is contiguous to property located in a residential district, all buildings shall have a minimum setback of 50 feet from common property lines. A landscaped buffer yard shall be provided, with landscape materials and placement subject to final plan approval. Fencing may be required in such cases with fence material and heights subject to final plan approval.
10. Adult entertainment establishments, as permitted by special use permit, include the following: (a) adult book stores, (b) adult motion picture or video theaters, (c) cabarets, (d) massage parlors, (e) drug paraphernalia stores, (f) tattoo parlors and (g) establishments for palm readers and mystics, and as defined in the Definitions article of this ordinance. The following additional regulations shall apply to adult entertainment establishments:
  - (a) No adult entertainment establishment shall be located within (1) one mile of any other adult entertainment establishment, (2) one mile of any residential district, (3) one mile of any church or place of worship, (4) one mile of any religious apparel or book store, (5) one mile of any school or education facility, including playgrounds, (6) one mile of any public playground, park, swimming pool or library. Distance between uses shall be measured from the nearest property line of any adult entertainment establishment and the nearest property line of any use cited in the paragraph hereinabove.
  - (b) In addition to the sign regulations of this ordinance, sign messages for an adult entertainment establishment shall be limited to a written description of material or services available on the premises and shall not provide any graphic or pictorial depiction of the material or services available on the premises.
  - (c) Signage and messages which are visible or intended to be visible from outside the property (such as those appearing on or within doors or windows) shall not display materials, items, publications, pictures, films or printed material available on the premises; or pictures, films or live presentation of persons performing or services offered on the premises.
  - (d) Should any adult entertainment establishment listed above cease or discontinue operation for a period of ninety or more consecutive days, it may not resume, nor be replaced by any other adult entertainment establishment unless it complies with all the requirements set forth hereinabove.
11. Refer to the Floodplain Zoning Overlay District, where applicable.

12. Refer to the Chesapeake Bay Preservation Area Overlay District.
13. Refer to Parking and Loading Requirements, Article 8, where applicable.
14. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the Town. All recorded plats for lots containing shrink/swell soils shall bear the following note: *“This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure.”*

**Memorandum of Understanding  
For Farming Operations at Windsor Castle Park  
Between  
The Town of Smithfield and Jerry D. Stallings**

This Memorandum of Understanding between the Town of Smithfield, (hereinafter referred to as Town) and Jerry D. Stallings (herein after referred to as Tenant) will govern the use of Windsor Castle Park property for farming operations. In as much as the Town acquired the property in 2009 for the purposes of public park use, and whereas the Tenant desires to continue farming operations on a portion of the park property and enter into a new agreement, now therefore the parties agree as follows:

1. Town does hereby grant permission to Tenant to continue farming operations on a portion of the Windsor Castle property for the purpose of growing crops indigenous to Isle of Wight County. In consideration of the use of the farm land, the Tenant agrees to mow, at a minimum of once per month, the public lands and right of ways as show on the attached exhibit. The areas that may be farmed by Tenant are shown and identified on the attached exhibit.
2. In the event the Tenant elects to leave a field fallow, the Tenant agrees to mow the fallow field on a regular basis so that the field does not become a nuisance and unsightly and for as long as the Tenant is using other Windsor Castle Park land for farming or until Tenant gives notice and discontinues all farming operations on Windsor Castle Park land.
3. During the future construction of public park improvements, the Town or its agents will use due diligence to avoid damage to existing crops. The Tenant agrees to give 7 days prior notice to the Town of his intention to apply any chemicals during his farming operations that may pose a public health or safety concern.
4. During the term of this agreement the Tenant may continue to use the small office outbuilding and the open metal utility shed that exist on the park property in conjunction with his farming operations.
5. This agreement shall be effective for a period of one year, beginning April 1, 2010 and may be extended by mutual agreement of the parties.
6. The consideration for this agreement is the mutual benefit that each party derives from its terms. There shall be no monetary compensation to the Town by the Tenant or to the Tenant by the Town for the right to continue farming operations on the Windsor Castle Park property or the maintenance/mowing services required by the provisions of this agreement.

Amend →

Witness the following signatures of the parties. Peter M. Stephenson, Town Manager executes this agreement pursuant to authority of the Town Council granted at its meeting on May 4<sup>th</sup>, 2010.

Tenant:

  
\_\_\_\_\_  
Jerry D. Stallings

Date: 8/11/10

Town:

Town of Smithfield

By   
\_\_\_\_\_  
Peter M. Stephenson, Town Manager

Date: 5/4/2010



Thursday, February 03, 2011

Town of Smithfield  
Attn: Mr. Wayne Griffin  
PO Box 246  
Smithfield, VA 23430

RE: Supplemental Guide Sign Request

Dear Mr. Griffin:

Enclosed is your Business Supplemental Order Agreement.

Please sign the back of the Business Supplemental Order Agreement, the sign drawing, as well as the enclosed contract. Please return the original signed Business Supplemental Order Agreement, sign drawing, signed contract, and check for all requested signs, in the provided self-addressed envelope. Unfortunately, materials can not be ordered until we receive your check with the signed paperwork mentioned above. Purchase Orders are accepted for Government entities. Your signs should be installed six to eight weeks from the date construction materials are received.

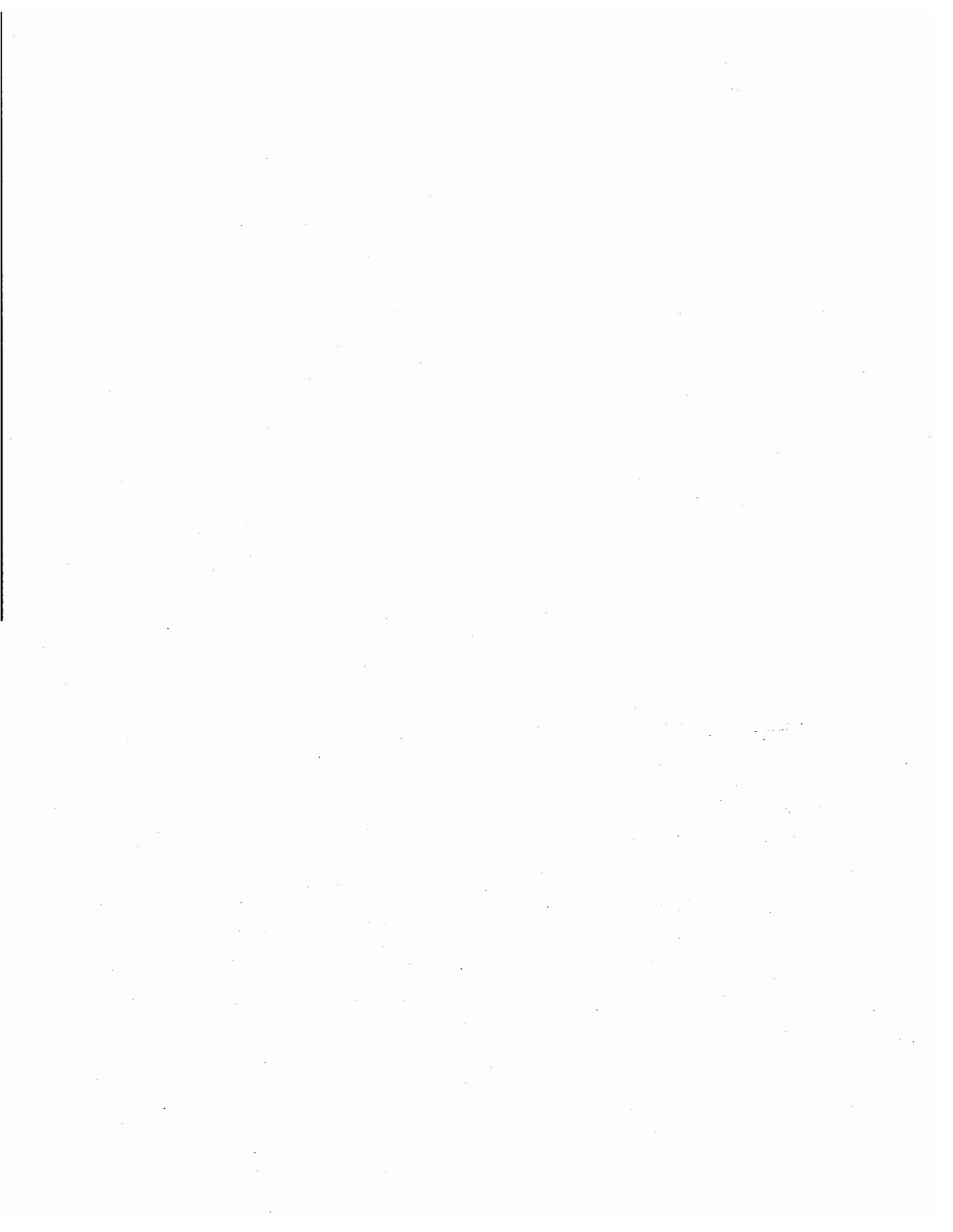
We appreciate your business with Virginia Logos. Please feel free to call me if you have any further questions at (804) 754-0970/ (800) 229-2809.

Sincerely,

A handwritten signature in cursive script that reads 'Sara Beck'.

Sara Beck  
SGS Office Manager

Enclosures



# Virginia Logos

10001 Patterson Avenue, Suite 201  
 Richmond, VA 23238  
 800-229-2809

Invoice Date: Thursday, February 03, 2011  
 Print Date: 2/3/2011

## Cost Estimate Supplemental Guide Sign Program

**Location Address:**

Windsor Castle Park -->  
 Mr. Wayne Griffin  
 310 Institute Street  
 Smithfield, VA 23431

County Isle of Wight

Account # 326739- 1

Cost Estimate # 1603 Windsor Castle Park -->

Contract # 811640

<b>BS 010 Cedar Street</b>	3	X	3	9 SF	\$646.00
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Cost Estimate # 1604 Windsor Castle Park <--

Contract # 811641

<b>US 010 W. Main Street</b>	5.5	X	3.5	19.25 SF	\$1,478.50
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Cost Estimate # 1605 Windsor Castle Park <--

Contract # 811642

<b>BS 010 Cedar Street</b>	3	X	3	9 SF	\$646.00
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Cost Estimate # 1606 Windsor Castle Park /\

Contract # 811643

<b>BS 010 CC Bridge</b>	3.5	X	2.5	8.75 SF	\$651.50
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Cost Estimate # 1607 Windsor Castle Park -->

Contract # 811644

<b>US 010 W. Main Street</b>	5.5	X	3.5	19.25 SF	\$1,478.50
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Cost Estimate # 1608 Windsor Castle Park /\

Contract # 811645

<b>W. Main Street BYP 010</b>	3.5	X	2.5	8.75 SF	\$651.50
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Cost Estimate # 1609 Windsor Castle Park /\

Contract # 811833

<b>US 010 BS 010</b>	5.5	X	3.5	19.25 SF	\$1,154.50
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Cost Estimate # 1610 Windsor Castle Park <--

Contract # 811834

<b>Cedar Street Jericho Street</b>	3	X	3	9 SF	\$896.00
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Cost Estimate # 1611 Windsor Castle Park /\

Contract # 811835

<b>Cedar Street Underwood Lane</b>	3.5	X	2.5	8.75 SF	\$901.50
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Cost Estimate # 1612 Windsor Castle Park -->

Contract # 811836

<b>Underwood Lane Cedar Street</b>	3	X	3	9 SF	\$896.00
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**MAKE CHECKS PAYABLE TO:**

Virginia Logos  
 10001 Patterson Avenue, Suite 201  
 Richmond, VA 23238  
 800-229-2809

\*Materials for the production of the Supplemental Guide Sign(s) will be ordered once we receive your check and all appropriate paperwork, including the contract where applicable. Installation of the sign(s) will be completed within six weeks of receipt of all construction materials, except in the case of uncontrollable delays such as weather conditions.

\*This is a good faith estimate. Any charges above the estimate will be billed upon completion of the requested work.

\*Any refund that is to be issued will be done so 30 days after completion of the requested work.

**This estimate expires 30 days from the date listed above.**

**Over Please**



Cost Estimate #	1613	Windsor Castle Park -->	Contract #	811837	
<del>Main Street Underwood Lane</del>	3	X	3	9 SF	\$896.00
Cost Estimate #	1614	Windsor Castle Park <--	Contract #	811838	
<del>Main Street Underwood Lane</del>	3	X	3	9 SF	\$896.00
				Total	\$11,192.00

**MAKE CHECKS PAYABLE TO:**

Virginia Logos  
 10001 Patterson Avenue, Suite 201  
 Richmond, VA 23238  
 800-229-2809

\*Materials for the production of the Supplemental Guide Sign(s) will be ordered once we receive your check and all appropriate paperwork, including the contract where applicable. Installation of the sign(s) will be completed within six weeks of receipt of all construction materials, except in the case of uncontrollable delays such as weather conditions.

\*This is a good faith estimate. Any charges above the estimate will be billed upon completion of the requested work.

\*Any refund that is to be issued will be done so 30 days after completion of the requested work.

**This estimate expires 30 days from the date listed above.**

**Over Please**

1. Customer shall pay the total cost of the Supplemental Guide Sign(s) as shown on the estimate. Payment shall be made to Virginia Logos, in full, at the time the Customer accepts this offer.

2. All signs shall conform to the specifications outlined by the Virginia Department of Transportation (VDOT) and as modified in the VDOT regulations as set forth in the Operating Procedures for the administration of the Supplemental Guide Sign Program for VDOT.

3. Customer warrants that all approved designs do not infringe upon any trademark or copyright under state or federal law. VL reserves the right at any time to reject any design under this contract or to submit any design for approval by VDOT, in the sole discretion of VL. Customer agrees to defend, indemnify and hold VL and VDOT free and harmless from any and all losses, liabilities, claims or demands of any kind whatsoever, including attorney fees and other costs of litigation, arising out of the use of any design produced pursuant to this contract.

4. This agreement and associated cost estimate is void if not returned, or returned incomplete, to VL with a check for the appropriate amount within thirty (30) days of the date shown on the estimate. All applicable paperwork, including a completed valid participation agreement, and payment for work must be made in full, before materials will be ordered and installation of the sign(s).

5. VDOT owns all signs installed on state approved highways. Maintenance of signs shall be handled by VDOT, VL, or their contractor, with all costs associated with the maintenance being the sole responsibility of the Customer.

This contract constitutes the entire agreement between VL and the Customer. VL shall not be bound by any stipulation, conditions or agreements not set forth in this contract or separate, written contracts or written addendum or modifications thereof.

VIRGINIA LOGOS

BY: Jana Bell

This OFFER IS ACCEPTED by Customer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The undersigned representative or agent of Customer hereby warrants to VL that he is the \_\_\_\_\_ of Customer and is authorized to execute the contract on behalf of the Customer, which is a \_\_\_\_\_ (corporation, limited liability company, other entity or sole proprietorship).

\_\_\_\_\_  
(Customer)

BY: \_\_\_\_\_

(Signature)

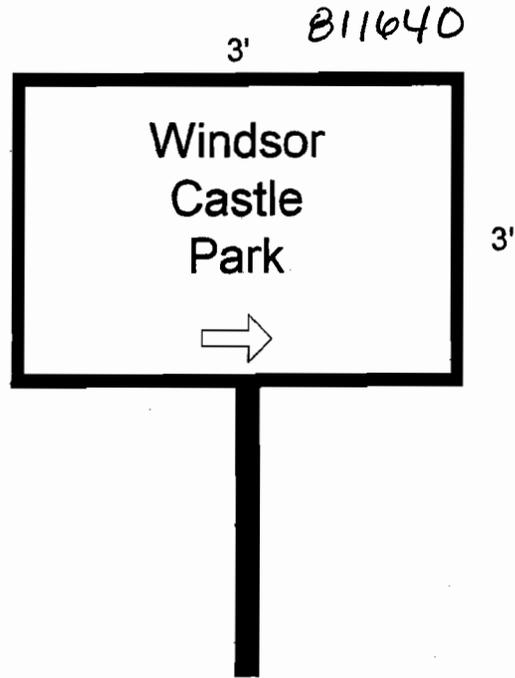
\_\_\_\_\_  
(Print Name)

Date  
Sign Will Hold  
Site #  
MI  
Ramp

11/1/10  
Supplemental

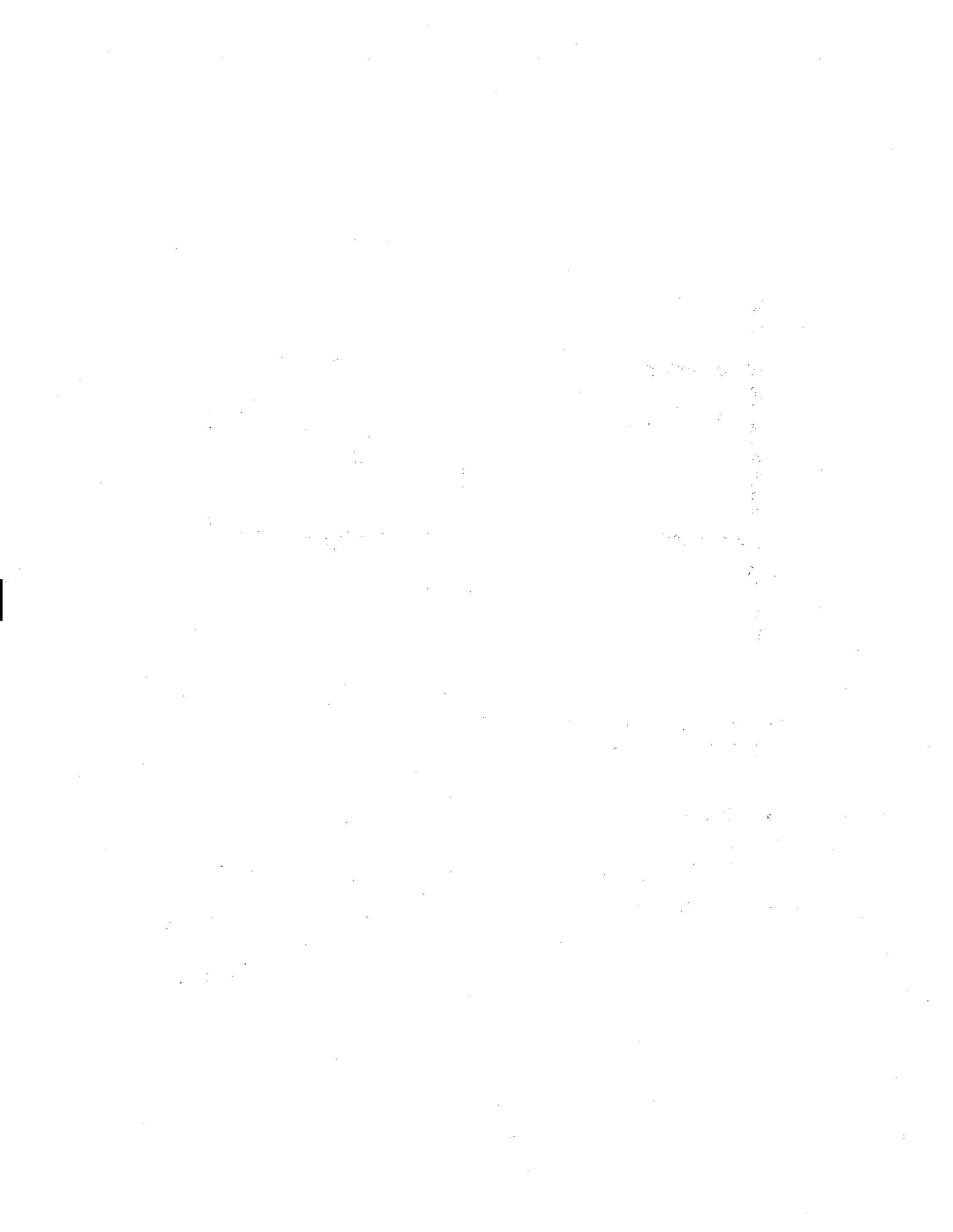
Route  
Exit  
Direction  
District  
County

10 Bus.  
Cedar St.  
SE



\*\*\*\* Other than attaching to a light pole there is a 18" strip of grass between sidewalk and brick wall that a sign may be able to be installed at.

X \_\_\_\_\_  
SIGNATURE



811640

Job Number: 99996 State: VA Item: Project: County: Customer: INTERSTATE HIGHWAY SIGN	Sign #: WCP 4 Sheet #: C 162 Quantity: 1 Supports: 1-2.5" SQ Mounting: GM Attach To:	Interstate Highway Sign Corp. 7415 Lindsey Road Little Rock, AR 72206 Phone# (501)490-4242 Fax# (501)490-1090 Drawn By: MARK GREEN
	Org. Date 11/11/2010 Mod. Date 1/14/2011	

Sign Type: .100 ALUM
Book #: 0
Wind Zone:
Post Clips/Bolts: 0
Sign Width: 3
Sign Height: 3
Sq. Ft.: 9
Border Width: 0.5
Radii: 5
Qty: 4
Extra: 0
Corner Radii: CONCENTRIC
Margin: 0
Shields:



4		36
4	3.25	32
4		28
4	3.25	24
4		20
4	3.25	16
3		12
6		9
3		3

X \_\_\_\_\_  
SIGNATURE

Background 1: 3 Type: 393 Color: EBR Border 1: L-3 VIP Color: WHITE	Background 2: Type: Color: Border 2: Color:	Background 3: Type: Color: Border 3: Color:
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**Special Instructions:** Copy spacing is in Inches and Eighths

Copy Size: 4.00 UC	Legend	W i n d s o r										
3.25 LC	Letter Spacing	6.3	5.5	1.7	3.4	3.4	3.1	3.7	1.5	6.4		
Series C3W	Cumulative Spacing	6.3	12.0	13.7	17.3	20.7	24.0	27.7	29.4	36.0		
		Type: L-3	Finish: VIP			Color: WHITE			Arrow:			

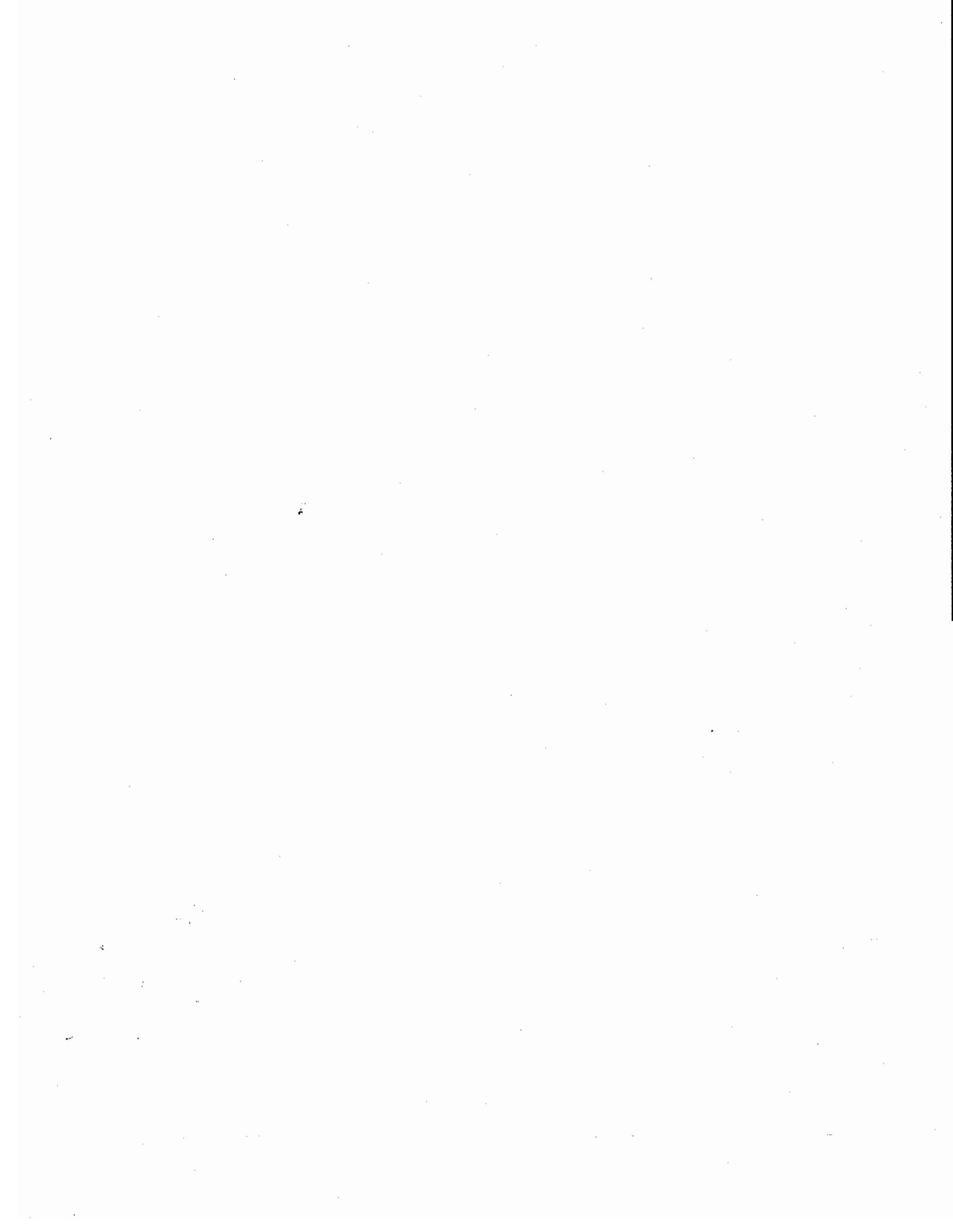
Copy Size: 4.00 UC	Legend	C a s t l e								
3.25 LC	Letter Spacing	9.3	3.5	3.3	2.7	2.6	1.7	2.5	9.4	
Series C3W	Cumulative Spacing	9.3	13.0	16.3	19.2	22.0	23.7	26.4	36.0	
		Type: L-3	Finish: VIP			Color: WHITE			Arrow:	

Copy Size: 4.00 UC	Legend	P a r k						
3.25 LC	Letter Spacing	11.7	3.4	3.6	2.4	2.4	11.7	
Series C3W	Cumulative Spacing	11.7	15.3	19.1	21.5	24.1	36.0	
		Type: L-3	Finish: VIP			Color: WHITE		Arrow:

Copy Size: 4.00 UC	Legend	>						
0.00	Letter Spacing	10.4	15.0	10.4				
Series C3W	Cumulative Spacing	10.4	25.4	36.0				
		Type: L-3	Finish: VIP		Color: WHITE		Arrow: 6 X 15 STR H30 Ang: 0	

Copy Size:	Legend				
Series	Letter Spacing				
	Cumulative Spacing				
		Type:	Finish:	Color:	Arrow:

Copy Size:	Legend				
Series	Letter Spacing				
	Cumulative Spacing				
		Type:	Finish:	Color:	Arrow:



**Virginia Logos  
Participation Agreement  
Supplemental Guide Sign**

**Date Sent:** 2/3/2011  
**Contract #** 191-811640

Town of Smithfield Windsor Castle Park -->

<b>Customer Name</b>	<b>Trade Name</b>	<b>Store</b>
<u>310 Institute Street</u> <u>Smithfield, VA 23431</u>		<u>(757) 365-4200</u>
<b>Customer Location Address</b>		<b>Phone</b>
<u>PO Box 246</u> <u>Smithfield, VA 23430</u>		<u>(757) 365-4200</u>
<b>Customer Billing Address</b>		<b>Phone</b>
<u>Mr. Griffin</u>		
<b>Contact Person</b>		

Customer hereby authorizes and instructs Virginia Logos (VL) to install and maintain Supplemental Guide Signs ("SGS") as described below, or as per list attached. Terms of this Agreement (Contract) are subject to the Virginia Department of Transportation (VDOT) Participation Criteria, policies, procedures, rules, and regulations.

In consideration of the terms and conditions contained herein, Customer hereby promises and agrees to pay VL the following:

**Customer will pay for any agreed upon maintenance and/or construction costs including associated administrative cost.**

**Annual Fee\*, Major Sign (12 sq' and over): \$700 per sign (prorated at \$58.33 per month)**

**Annual Fee\*, Minor Sign (under 12'sq): \$250 per sign (prorated at \$20.83 per month)**

**\*For Commercial Entities Only, except Wineries. Wineries are charged \$450 per year for each set of up to five (5) signs. Cost associated with the maintenance fee for Wineries shall be paid by VDOT.**

Annual Fees are due on September 30th of each year. New Customers will be billed a prorated amount to ensure that all contracts have a billing date of September 30th. This prorated amount will be based on the customer's installation date and will be no shorter than seven (7) months.

**County** **Isle of Wight**

Route	Crossroad	Sign Message	Traffic Direction	Major or Minor	Annual Fee
BS 010	Cedar Street	Windsor Castle Park -->	South	minor	\$0.00

\*See additional list of signs (where applicable)

VL will fabricate the actual signs and/or erect the signs for each location within six (6) weeks of the receipt of all materials.

Customer understands that VL will charge the Customer an agreed fee to fabricate, install, and maintain the signs and structures in accordance with VL's contract with VDOT under the State's Integrated Directional Sign Program (IDSP). Customer represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a facility or establishment listed under VDOT's "Acceptable Sites" for Supplemental Guide Signs, with all facilities and operations for such service required for participation as a Supplemental Guide Sign, as outlined in VDOT participation criteria, policies, procedures, rules, and regulations pertaining to Supplemental Guide Signs. This includes the right of VDOT to increase the participation fee, as of October 1st of any year. In the event that VDOT exercises its right to increase the participation fee, VL shall have the right to increase the payments due hereunder by providing thirty (30) days prior written notice to Customer. Billing for new customers will be rendered following the date of installation and will be paid within thirty (30) days of receipt. The annual fees, if applicable, will be due on September 30th of each year. The Customer agrees that it fully understands the eligibility requirements and has completed the participation application. The Customer also agrees to allow VL or VDOT personnel to inspect the location for compliance with the State Criteria. Customer further hereby agrees, notwithstanding anything contained herein to the contrary, that in the event that VL's contract with VDOT is terminated for any reason, then this Contract shall immediately terminate upon written notice to the Customer. Upon such termination, all unpaid amounts due from Customer to VL shall be immediately due and payable.

Nothing herein shall prohibit Customer from giving written notice to terminate this Agreement at any time, however, in such event, Customer will have accelerated the end of the applicable terms and may lose its right to participate in the Supplemental Guide Sign Program in accordance with the participation criteria, policies, procedures, rules and/or regulations. No refunds will be given to Customers who choose to cancel their Contract. Any written notice required under this Contract shall be given to the other party by regular mail, postage prepaid, with sufficient proof of mailing which may be either a United States postal certificate of service confirming such mailing prepared by the sender.

This Contract is signed and accepted subject to the standard conditions attached and all rules and regulations set for by VDOT pertaining to the State's Integrated Directional Sign Program and the Virginia Supplemental Guide Sign Program.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**VIRGINIA LOGOS**

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Virginia Logos General Manager)

Print: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Title: \_\_\_\_\_

STANDARD CONDITIONS

1. CLARIFICATION OF TERMS OF THE CONTRACT. The terms Virginia Logos (VL) and "Customer" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this Contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. Whenever "VL" is used in this contract it shall refer to Virginia Logos, a subsidiary of Interstate Logos, LLC. Supplemental Guide Signs means separately attached sign mounted on a Supplemental Guide Sign structure to direct motorists to a customer's qualified establishment or facility, on a crossroad at or near an intersection maintained by VL in accordance with its contract with the Virginia Department of Transportation (VDOT). Contract includes the Participation Agreement, the Standard Conditions attached thereto, and any addenda as may be applicable such as in the case of a Winery Business. A reference to days in this Contract means calendar days unless the reference to business days is expressly stated. Business days for purposes of this Contract mean any calendar day excluding weekends and official holidays of the Commonwealth of Virginia (New Year's Day; Lee-Jackson Day; Martin Luther King, Jr. Day; George Washington's Day; Memorial Day; Independence Day; Labor Day; Columbus Day and Yorktown Victory Day; Veterans Day; Thanksgiving Day; Day After Thanksgiving; and Christmas Day).

2. MAINTENANCE AND REPAIRS. VL will inspect the sign and sign structure upon receipt of a \$100 non-refundable maintenance inspection fee. Customer shall notify VL of any damage to or disrepair of the sign or the sign structure and within 15 business days of discovery, VL shall notify Customer of any damage to or disrepair of the sign. All maintenance and construction cost will be the responsibility of the Customer.

3. CANCELLATION AND REFUND. In the event of termination of the Contract between VL and VDOT, Customer will receive a refund from VL for any unearned portion of any payments made by Customer in accordance with this Contract.

4. CUSTOMER represents and warrants that it is, and will continue at all times during this Contract, to be in conformance with all applicable laws and regulations concerning the provisions of public accommodations in its business and shall not discriminate in any way with respect to race, creed, color, sex, religion, age, national origin, or accessibility by the handicapped.

5. COMMENCEMENT OF CONTRACT. The commencement date for service is the actual date of completion of installation.

6. ART WORK OR SIGN DESIGN. If VL is requested by Customer to submit art work/sign design, then said art work/sign design submitted by VL shall be approved or substitute art work/sign design shall be furnished by Customer within ten (10) days after submission. In case of default in furnishing or approval of art work by Customer, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Customer warrants that approved art work does not infringe upon any trademark or copyright, state or federal. Customer agrees to defend, indemnify, and hold VL and VDOT free and harmless from any and all loss, liability, claims, and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this Contract. VL reserves the right to reject any design not acceptable to VDOT.

7. ACCEPTANCE OF CONTRACT. This Contract shall become binding upon execution of a duly authorized officer or agent of Customer and acceptance by an officer of VL. VL retains the rights to check credit and to not accept this Contract. If VL has executed this Contract prior to acceptance by Customer, such execution shall be deemed null and void by VL without notice, if not accepted by Customer and delivered to VL within fifteen (15) days after execution by VL. The agent, officer or employee of Customer who has executed this Contract hereby represents that he is duly authorized to make this Contract on behalf of the Customer. Customer affirmatively agrees to advise VL whenever there is a change in ownership or change of address. If Customer fails to notify VL of a change in ownership or change of address, Customer is fully liable for any contractual obligations that arise from the failure to give VL such notice. This Contract may be assigned by Customer, upon prior written consent by VL, which shall not be unreasonably withheld, provided that the assignee can fulfill the terms and conditions of this Contract, the Participation Criteria, policies, procedures, rules and regulations, pertaining to the Virginia Supplemental Guide Sign Program and further provided that the assignee will use the Customer's existing Supplemental Guide Signs.

8. SEVERABILITY. This Contract is to be governed by and construed according to the laws of the Commonwealth of Virginia. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof, and any such prohibition or un-enforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Customer hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.

9. VL AND VDOT NOT LIABLE FOR DAMAGES ARISING OUT OF THIS CONTRACT. VL and VDOT shall not be liable for loss or damage of any kind whatsoever, arising out of the Customer's participation in the Virginia Supplemental Guide Sign Program in accordance with the terms of this Contract, or the Participation Criteria, policies, procedures, rules, and regulations.

10. THIS CONTRACT, front and back, as well as the Participation Application, the Standard Conditions attached thereto, and any addenda as may be applicable, constitutes the entire agreement between Customer and VL. VL shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by VL of any breach of any provision of this Contract shall not constitute a waiver of any other breach of that provision or any other provision. Notwithstanding the foregoing, this Contract is subject to the Participation Criteria, policies, procedures, rules, and regulations, pertaining to the Virginia Supplemental Guide Sign Program in effect and as modified during the term of this Contract and any renewal contracts.

11. TERMINATION FOR DEFAULT. The Contract will be terminated and Customer's signs will be removed for default if the location or facility ceases to exist; Customer fails to make payment of any associated fee, is found in non-compliance with the provisions of this Contract, the Participation Criteria, policies, procedures, rules, or regulations pertaining to said Program, provided that such non-compliance are not corrected within thirty (30) calendar days of written notice, given to the other party by regular mail, postage prepaid, with sufficient proof of mailing which may be either a United States postal certificate of mailing or a certificate of service confirming such mailing prepared by the sender.

12. VDOT MAINTENANCE OR RECONSTRUCTION. Both parties acknowledge that it may be necessary for VDOT to temporarily close various portions and interchanges of a roadway for purposes of maintenance or reconstruction. Customer has no claim whatsoever against VL, VDOT or the Contractor for disruption of signing and/or access resulting from such highway closures, or any damages claimed to have arisen therefrom. If at any time, a Supplemental Guide Sign or its structure is not in service for a period exceeding seven (7) days, VL may reimburse the annual fee of the affected business on a prorated basis. Such reimbursement may include the initial seven (7) day period. If permanent removal of a Supplemental Guide Sign or structure is required for any reason, this Contract shall become null and void and a prorated amount of any payments made by Customer will be reimbursed to the Customer.

FOR OFFICE USE ONLY  
Market Code-  
Account #-