



## **SMITHFIELD TOWN COUNCIL AGENDA**

**January 7, 2025 at 6:30 PM**

**220 North Church Street**

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

- A. New Council Swearing-In
- B. Election of Mayor
- C. Election of Vice Mayor

**C. CLOSED SESSION**

**D. INFORMATIONAL SECTION**

- 1. Manager's Report
- 2. Committee Summary Reports

**E. UPCOMING MEETINGS AND ACTIVITIES**

January 7 - 6:30 p.m. Town Council Meeting  
January 14 - 6:30 p.m. Planning Commission Meeting  
January 20 - Town Offices Closed in Observance of Martin Luther King Day  
January 21 - 6:30 Board of Historic and Architectural Review  
January 21 - 7:30 Board of Zoning Appeals  
January 27 - 3:00 p.m. Town Council Committees  
January 28 - 4:00 p.m. Intergovernmental Relations Committee

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

**F. Presentations**

**G. Comments**

- A. Public Comments
- B. Council Comments

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

- C 1.** Subdivision Agreement - Mallory Point Phase A Section 2  
Public Buildings and Welfare Committee Chair, Vice Mayor Butler
- C 2.** **Invoices Over \$20,000 Requiring Council Authorization**
  - a.** Athens Building Corp - Windsor Castle Park \$ 56,965.02  
Boardwalk Restoration Project

## **ACTION SECTION**

- 1.** Public Hearing Discussion: Special Use Permit - 201 Gumwood Drive  
Tammie Clary, Director of Planning and Community Development
- 2.** Public Hearing Discussion: Entrance Corridor Overlay and Historic District Guidelines  
Tammie Clary, Director of Planning and Community Development
- 3.** Approval of Summary Minutes from December 3rd, 2024  
William Riddick, Town Attorney
- 4.** **New Business**
  - a.** Motion to Award Contract for Mechanical, Electrical, and Utility Services  
Edward Heide, Director of Public Works and Utilities
  - b.** Appointment of Town Council Representative to Planning Commission
  - c.** Discussion Item: Bridger's Quarter  
Tammie Clary, Director of Planning and Community Development
- 5.** **Old Business**
- 6.** **Adjournment**

# **TOWN COUNCIL REPORT**

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## TOWN COUNCIL REPORT

### ATTACHMENTS:

Description	Type	Upload Date
Town Manager's Activity Report - December 2024	Activity Report	12/31/2024
Tourism Activity Report - December 2024	Activity Report	12/31/2024
Zoning Permit Index - November 2024	Activity Report	12/31/2024

January 3, 2025

**TO: SMITHFIELD TOWN COUNCIL**

**FROM: MICHAEL R. STALLINGS, JR. ICMA-CM  
TOWN MANAGER**

**SUBJECT: MONTHLY ACTIVITY REPORT – DECEMBER 2024**

**TOWN MANAGER:**

- Attended Hampton Roads Chief Administrative Officer meeting 12/4/24
- Met with engineers Re: Pinewood Heights master plan & RO plant 12/9/24
- Met with Old Point National Bank Re: services available to the Town 12/9/24
- Participated in Emergency Communication Center Director interviews 12/10/24
- Attended WTCSB Grand Opening 12/11/24
- Attended Great Oaks Learning Ribbon Cutting 12/12/24
- Met with Jersey Park Representatives Re: permitting process 12/16/24
- Attended Committee meetings 12/16/24
- Attended PW Staff meeting 12/17/24
- Attended Staff meeting 12/18/24
- Attended PW Safety Training 12/20/24

**DIRECTOR OF HUMAN RESOURCES:**

- Processed property/liability claims with VRSA as appropriate.
- Processed Workers Compensation claims as appropriate.
- Conduct recruiting efforts for the following positions:

- Patrol Officer (Certified) (2) – Police Department
- Transportation & Storm Water Manager - (Public Works & Utilities)
- Utilities Marker – (Public Works & Utilities)
- Utilities & Grounds Helper (Public Works & Utilities)
- Utilities Mechanic – (Public Works & Utilities)
- Utilities Maintenance Technician (Public Works & Utilities)
- Museum Docent (Part-Time) (2)- **BOTH FILLED**
- Conducted New Hire Orientation for two new Utilities & Grounds Helpers the week of December 9<sup>th</sup>
- Conducted New Hire Orientation for Part-Time Docent on December 11<sup>th</sup>
- Participated in VRSA Webinar titled “Cybersecurity and a Review of Recent Incidents” on December 4<sup>th</sup>
- Led Monthly Safety Committee Meeting on December 11<sup>th</sup>
- Partnered with the Parks & Recreation Team to coordinate and facilitate the Town’s Holiday Party on December 13<sup>th</sup>
- Work and numerous meetings on Munis Implementation for Human Resources & Payroll
- Managed any personnel-related & benefits questions/issues as appropriate.
- Participated in scheduled staff and Council meetings.

### **TOWN CLERK:**

- Transcribed and proofed the monthly minutes from Town Council, Planning Commission and the Board of Historic and Architectural Review.
- Prepared December Town Council Committee Agenda and January Town Council Agenda.
- Ordered business cards for new Town Council Members.
- Attended Holiday Luncheon, December 13<sup>th</sup>.
- Prepared summary reports from Town Council Committee meetings on December 16<sup>th</sup>.
- Continue to work on organizing Town records and disposing of documents according to General Schedules of the Library of Virginia.

### **TREASURERS DEPARTMENT:**

- Completed and filed the US Census Report
- Updated Forecast
- Reviewed budget line items for a/p run
- ½ day participating in HR/Payroll implementation call
- Status meeting with team and Nick (Tyler) on Friday morning for an hour
- Direct reports meeting with my team (Barbara and Jay)
- Participated in Cybersecurity webinar given by VRS
- Participated in ClearGov meeting



- Compiled Munis information Document for Michael, updated cost spreadsheet
- Discussed Refunds and Abatements with Tracy
- Provided more information to the auditors
- Updated the Investment Benchmark report
- Attended Council Public Meeting Tuesday at 6:30pm
- Met with Old Point Bank's Wealth Management Team
- Completed FOIA request for POs
- Researched alternative methods for refunds
- Researched Great Springs Road project for the auditors
- Researched and updated VDOT UPC draws
- Reconciled Smithfield Rec Assn payments
- Attended Munis payroll session Thursday morning from 9-11:15
- Worked on Financial Statements and footnotes for TC Committee meeting
- Updated Forecast
- Reviewed all a/p checks
- Completed four modules of the Internal Controls webinar for Treasurer's Assn of VA.
- Christmas Party Luncheon
- Town Council Committee Meeting Monday at 3pm
- Prepped for TCC meeting, typed talking points
- Set up a meeting with new council member
- Finished "Internal Controls" course for Treasurer's Assn of VA.
- Worked on final auditor questions
- Worked on trying to reconcile Great Springs FEMA funding
- Worked on pay issue with bank
- Worked on water bill issue (very overdue!)
- Team luncheon in our office
- ½ day vacation on Friday the 20<sup>th</sup>
- Worked on issue with water billing customer, which included several meetings with staff
- Worked on presentation for new council orientation
- Updated forecast for second half of the FY
- Read through the ACFR that the auditors finalized
- Offices closed on Tuesday and Wednesday for the holiday.
- Finalized the new council orientation slides
- Read through office accreditation checklist
- Updated investment forecast for the remainder of the year

- Team finalized bills for the remainder of the year (calendar)

## **COMMUNITY DEVELOPMENT AND PLANNING:**

### Planning Commission – DECEMBER 10<sup>th</sup>, 2024

- \*Public Hearing\* Special Use Permit – 803 S Church Street – Red Point Taphouse, LLC C/O John T. Ryan, applicant. TABLED UNTIL FEBRUARY 2025.
- \*Public Hearing\* Special Use Permit – 104 Jordan Drive – John T. Ryan, applicant.  
UNFAVORABLE RECOMMENDATION
- Entrance Corridor Overlay & Site Plan Amendment – 1119 S Church Street – Evan Waagen, applicant. APPROVED
- \*Discussion Item\*– Text Amendment – Vincent Carollo, applicant. No Action

### Special Use Permit Applications under review

- A. 13458 Bennis Church Blvd – Miller Oil Co., Inc., applicant
- B. 1810 S Church St – Natale & Josephine Carrollo, applicants
- C. 895 W Main St – Brown's Enterprises, LLC, applicant
- D. TPIN: 32-01-005 – L & L Land Development, LLC, applicant (The Promontory)
- E. TPIN: 21A-01-511 – Development Logistics and Consulting (DLAC, LLC) (The Cottages at Battery)
- F. TPIN: 22-01-006C5 - Smithfield Retail Management LLC c/o Steven Barrett, applicant
- G. TPIN: 22J-01-013 – Feeman and Associates c/o Steven Gaskins

### Subdivision and Site Plans under review

- A. TPIN:22-01-006C5 – Steven Barrett, applicant (restaurant w/drive-in)
- B. 18403 Cypress Crossing – John Lombardo, applicant (Mod Wash)
- C. Phase B, Mallory Pointe
- D. Phase C, Mallory Pointe

### Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase II
- B. Cypress Creek Phase VI
- C. Washington & James – James & Washington Square
- D. 16" Water Main – Ken Turner (Mallory Point)
- E. 1305 S. Church St. TPIN: 21A-01-511C – KLS Battery Park Development Group, LLC (Retail & Restaurant)
- F. 201 Battery Park Road – Trey Gwaltney (Self Storage)
- G. Phase A Erosion & Sediment Controls – Mallory Point
- H. Phase A1, Mallory Pointe
- I. Phase A2, Mallory Pointe
- J. 204 Wimbledon Lane – Jack Bloom, applicant (Liberty Live Church)

### Board of Historic & Architectural Review – DECEMBER 17<sup>th</sup>, 2024

Rooftop Solar Installation – 146 Riverview Avenue – Non-Contributing – Jesse Midgett applicant. DENIED

Exterior Renovation (Wood Stove Exhaust Pipe) – 217 Astrid Street – Non-Contributing – Mary Donovan, applicant. APPROVED

New Accessory Structure (Shed) – 400 Main Street – Landmark – Clarence Shuler, applicant. APPROVED

Assorted Exterior Changes – 344 South Church Street Landmark – John and Heidi Hoover, applicants. APPROVED

#### Board of Zoning Appeals – DECEMBER 17<sup>th</sup>, 2024 (CANCELED)

#### Erosion & Sediment Control Program

Erosion and sediment control inspections were performed at 30 active residential construction sites throughout the Town and the required reports were submitted to Isle of Wight County for submission to the Department of Environmental Quality.

#### Certificate of Occupancies issued in December 2024

15 Issued

#### Code Enforcement Updates Across Town December 2024

A. Notices were sent/issued for the following violations:

- a. Inoperable Vehicle, 1 location
- b. Short Term Rental – No Special Use Permit, 1 location
- c. 6 Door hangers issued (4 Inoperable Vehicle, 1 RV in front yard, 1 Nuisance)

### **PUBLIC WORKS & UTILITIES:**

#### **1. Directors Report**

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#### **Utility Staff performs the following duties monthly**

- A. Miss Utility marking
- B. Read meters for billing and to transfer property owners.
- C. Water cut-offs and cut-on
- D. Check sewer pump stations daily.
- E. Install and repair street signs.
- F. Replace and repair broken water meters.
- G. Perform maintenance on town-owned buildings such as Atlantic Contractors installing new hvac units at town hall.

**2. Sewer Line Repairs and Maintenance**

- A. Maintenance crew assisted Lewis Construction on Quail St to repair sewer main line.
- B. Tri State did sewer main line cleaning and inspection of sewer main on Main St and James St sewer basin. They did find a broken sewer main which we will address.

**3. Sewer Pump Station Repairs and Maintenance**

- A. Weekly and daily checks on all 27 pump stations.  
Performed the following scheduled maintenance at all pump stations.
  - 1. Cleaning of wet-well
  - 2. Alarm testing
  - 3. Sump pump cleaning
  - 4. Check Valve cleaning and repair.
  - 5. Generator check / Godwin pump check
  - 6. Control Panel / Flow monitor check
  - 7. Fence and Grounds inspection
  - 8. Inspected Structure
  - 9. Inspect and clean pumps.
  - 10. Level system check
  - 11. Test limit switches
  - 12. Bar screen cleaning
  - 13. Rain gauge cleaning
  - 14. Head pressure reading at 7 pump stations.
- B. James St pump station set to receive new pump.
- C. Virginia Control and Electrical Systems installed new base EII Bows at Bradford Mews pump station.

**4. Water Line Repairs and Maintenance.**

- A. Assisted Lewis Construction at 301 Watson Dr. for a water leak on 1in galvanized water service line that had completely rusted out. Replace the rusted-out line with new line and restored water service.

**5. Well Repairs and Maintenance**

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

## 6. **Water Treatment Plant**

- A. Operate RO Plant and monitor distribution system.
  - B. Daily lab analysis, monthly sampling, and reports for VDH, HRSD, DEQ and RO contractors.
  - C. Performed monthly routine tasks including but not limited to:
    - 1. Daily Inspection of RO Plant and grounds.
    - 2. Monthly Tank inspections.
    - 3. Inspect and exercise plant generator monthly.
    - 4. Fill antiscalant day tank.
    - 5. Truck Inspections.
    - 6. Routine service of lime system.
    - 7. Service online fluoride and chlorine analyzers.
    - 8. Calibrate online turbidimeter and pH meter.
    - 9. Check and replace air filters.
    - 10. Test Alarms.
- 1. VCES replaced blend flow valve and sump pump.
  - 2. Cleaned lime feeder.
  - 3. Changed cartridge filters.
  - 4. Collected composite sample for HRSD.
  - 5. Winterized plant.

## 7. **FOG/ Backflow/ Septic Pump Out Program**

- A. Implementing the FOG Program to ensure compliance by:
  - 1. Scheduling and meeting with FSE's for routine inspections.
  - 2. Checking FSE's for compliance in record keeping and HRFOG Certifications, trying to get more certifications for education outreach.
  - 3. Inspections to include proper record keeping of pump outs.
  - 4. Inspections include proper record keeping of rendered grease clean out and pick up/throw out.
  - 5. Working with FSE's to get more employees, specifically dishwashers certified by HRFOG.
  - 6. Working to schedule inspections around FSE's clean out/pump out schedule for pump station problem areas.
  - 7. Sending emails/letters to schedule more inspections.
  - 8. Working with select FSE's to schedule inspection during pump out to monitor clean out and pumping is done to compliance.
  - 9. Attendance of the HRFOG meeting via Zoom.

B. Implementing the Cross Connection and Backflow Program to ensure compliance by:

1. Entering reports and filing reports.
2. Conducted backflow inspections for new irrigation installations.
3. Conducted backflow inspections for CO requests.
4. Following up with residents with disconnected systems and/or placed on irrigation well, making letter to inform well drillers of new ordinance change.
5. January mailers' final non-compliance notices sent.
6. Sending out failed device notices as received.
7. July mailers' non-compliance notices sent.
8. Studying to become backflow certified.
9. Providing education to residents installing frost free yard hydrants.
10. Starting 2024 January mailers.

C. Maintaining of the Septic Pump Out Program

1. Sending 2023 non-compliance notices out for the invoices that were not provided by the due date.
2. Sending pump out reminders for 2024 were sent.
3. Sending pump out letters for 2023.
4. Working with the water department to get a complete town sewer list from the water dept to fill in gaps on non-town sewer residents.

8. Miscellaneous or Construction

A. Maintenance crew provided traffic control on Grace St. for Goodrich to trim trees.

**ENGINEERING**

- 1.) Blair Brother's Contracting: The contractor repaired low areas around drop inlets primarily due to storm pipe separations at drop inlet wall connections and or structure joint separations. These drop inlet repairs were located (3) on Cypress Creek Parkway, (1) in Wellington Estates and (1) by the Towne Bank entrance on to Battery Park Road. The contractor also re-graded the existing ditch line (2) areas on Smithfield Blvd. and repaired storm pipe joints on Moonefield Drive and Azalea Drive.
- 2.) Smithfield Lake Dam: Field inspections continue to be held this month involving the Dam. No structural deficiencies were noted this month on the dam site. The Town's engineer and TRC Companies have recently completed a full structural inspection of the dam and have submitted a 2-year recertification application for

the dam to DCR. The Town has now purchased a level sensor which is currently being scheduled for installation. It will be installed in the emergency outfall area.

- 3.) The following projects are currently under design and review:
  - a.) Battery Park Road storm pipe replacement near the Villas Subdivision. Plans have been developed to replace the existing 18" storm pipe with twin 48" x 68" elliptical pipes.
  - b.) Battery Park Road culvert outfall and ditch enhancements project which is located near Greenbriar Lane. The site plans are complete and approved.
  - c.) Cedar Street culvert outfall storm pipe extension and shoulder repair. Site plans are complete and approved. Additional drainage easement areas are being acquired.
- 4.) South Church Street to Nike Park Bike Trail Project:

Site plans are being completed and various sources of funding involving the construction of the project are now being examined.
- 5.) Meetings with VDOT representatives have been held to discuss the reconstruction of Grace Street. VDOT has now determined the corrective measures required involving the drainage concerns at the intersection of Grace & James Streets. Reconstruction of this intersection has now begun.
- 6.) The developer has requested an inspection of Cypress Creek Phase VI for the acceptance of the streets into the Towns Maintenance system. A second inspection of storm water structures, curb & gutter sections and the installed roadway surface has been completed and a punch list has been developed. The contractor is currently making corrections to all items noted on this punch list.
- 7.) A review of the proposed engineering site plans continues regarding the Mallory Farms subdivision Phase B.
- 8.) With respect to Mallory Farms subdivision Phase A, field inspections regarding stormwater structures and storm pipe installation, sanitary sewer pipe, manholes and the sanitary sewer pump station; along with the water main and laterals, are being performed. A proof roll of the subbase was requested by the developer on the following streets, Wharf Hill Drive, Wentworth Crossing, Purdie Lane & St. Luke's Lane. Deficient areas were noted and were repaired. The contractor has now installed base asphalt as per approved site plans on all the above-mentioned streets.

## **Smithfield/Isle of Wight Tourism Activity Report –DECEMBER 2024**

- Parade meeting with County P&R staff 12/2/24.
- Continued to contract with Stephanie Kensicki (formerly of Smithfield Foods) for part-time marketing services during the interim until full time replacement can be hired and onboarded.
- Tourism Full Staff meeting 12/3/24.
- Director met with The Escape Pod Agency (Smithfield Foods Advertising Agency of Record) regarding collaboration of advertising and marketing efforts going forward 12/3/24.
- Tourism grants progress meeting held with pertinent staff 12/3/24.
- Mistletoe Market Hotwash meeting held 12/3/24.
- Director attended Town Council 12/3/24. 10 Smithfield Farmers Market vendors spoke at the meeting during public comments.
- NEW OFFERING from Smithfield & IOW Tourism featuring 8 historic district restaurants and a historic walking tour continues! Tours will be on FRIDAYS (1<sup>st</sup> and 3<sup>rd</sup>) at a cost of \$75/per person. GIFT CERTIFICATES are available.
- Farmers Markets held 1 Saturday in the month. 1 Market was cancelled due to weather.
- Director attended VADMO (Virginia Association of DMO's) Executive Committee meeting 12/4/24. Director serves on VADMO board of directors.
- Director attended VRLTA (Virginia Restaurant, Lodging and Travel Association) Government Affairs Monthly Update 12/6/24.
- Director and several staff members assisted with the management and logistics of the Christmas in Smithfield House Tour on Saturday and Sunday 12/7-8/24. Event was a success!
- Full time Tourism Staff Meeting 12/9 & 16/24.



- Director attended VRLTA Statewide Chapter Board Meeting 12/10/24. Director is a member of the board of directors for VRLTA.
- Staff Restaurant Week meeting 12/11/24.
- Director and Marketing Consultant attended Arrivalist webinar 12/11/24. Smithfield & Ilse of Wight Tourism has received a VTC grant for free Arrivalist (Data collection) services for this 2025 calendar year.
- Director and Marketing Consultant had a meeting with Cory Moskowitz from Transpromotion about adding another marketing vehicle to our arsenal in FY26.
- Director had a meeting with the Marketing Committee for CVTA (Coastal Virginia Tourism Alliance) 12/12/24. Full membership meeting 12/19/24.
- GMODS event “Elves Nite Out” 12/13/24. Event was a bit disappointing. Numbers were down from previous years. Looked at various causes. Identical promotion as last year. Will continue to mine data.
- Director met with County E.D. Director and representatives from Coastal Hospitality Associates 12/13/24. They have expressed preliminary interest in building a hotel in IOW.
- Town staff holiday party 12/13/24.
- Assisted IOW Museum with collections move 12/13/24.
- ALL HANDS ON DECK for Smithfield Christmas Parade 12/13/24. Excellent attendance and best staffing EVER! THANK YOU!!!
- County staff holiday party 12/16/24.
- Town Staff meeting 12/17/24.
- IOWCS Visit to Tourism to thank staff and particularly, Special Events Manager, Connie Chapman for working so diligently with their students and staff. 12/18/24.
- Parade Hotwash meeting 12/19/24.
- County Staff meeting 12/19/24.
- Tourism staff holiday party 12/19/24.

- Director met with CGI Digital 12/20/24. They do the town videos and banners gratis.
- Discussion with County Staff and leadership about potential EDA structure for Farmers Market 12/20/24.
- Salty Southern Route meeting 12/20/24 (regional trail featuring pork and peanuts with participating localities: Smithfield/IOW; Surry; Suffolk; Franklin/Southampton; Sussex.) Group will be working with Visit Widget to create a new website and online trail app.
- Director attended Council Committees 12/16/24.
- Director attended HSL (Historic Saint Luke's) Board Meeting 12/19/24.
- Staff holiday and vacations 12/23/24-1/1/25. Visitor Center remains open.
- Internal work continues on the VA250th efforts locally. Isle of Wight has appointed a local VA250 Committee that includes many of the historical organizations in the area. Director and Museum Director are heading up this committee and meet quarterly. VA250 Trail being created by Tourism & Museum. Next Quarterly meeting held 1/25.
- SAILVA meeting held 12/23/24. Smithfield will host a tall ship June 12-15, 2026 as part of the larger festivities.
- Bridge Campaign marketing grant received from VTC (Virginia Tourism Corporation) for additional marketing opportunities to combat loss of visitation and revenue due to prolonged bridge construction. Grant approved and appropriated in July. Contracts placed in August. BILLBOARD has been installed by the JRB in December!
- VISITOR CENTER open throughout Month. Tourism, County and Town Facebook postings throughout month. Update website events and ***Where the Locals Go*** event promotion newsletter weekly.

# ZONING PERMITS NOVEMBER 2024

[illegible]

## TOWN COUNCIL REPORT

### ATTACHMENTS:

Description	Type	Upload Date
Public Safety Committee	Committee Summary	12/31/2024
Water and Sewer Committee	Committee Summary	12/31/2024
Finance Committee	Committee Summary	12/31/2024
Parks and Recreation Committee	Committee Summary	12/31/2024
Public Works Committee	Committee Summary	12/31/2024
Public Buildings and Welfare Committee	Committee Summary	12/31/2024

January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC SAFETY COMMITTEE  
MEETING HELD ON MONDAY, DECEMBER 16<sup>TH</sup>, 2024

The Public Safety Committee met Monday, December 16<sup>th</sup>, 2024 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mr. Bill Harris, Mr. Raynard Gibbs, and Mr. Brooks. Other Council members present were Mr. Michael Smith, Ms. Valeire Butler and Mr. Steven G. Bowman, Mayor. Staff members present were Mr. Michael R. Stallings, Town Manager; Mrs. Lesley King, Town Clerk; Mr. William H. Riddick, III; Town Attorney; Ms. Laura Ross, Town Treasurer; Ms. Ashley Rogers, Director of Human Resources; Mr. Alonzo Howell, Chief of Police; Mrs. Tammie Clary, Director of Planning and Community Development; Ms. Amy Novak, Director of Parks and Recreation; and Mr. Steve Clark, Parks and Recreation. Also, in attendance were Mr. Brian Carroll, Isle of Wight Rescue Squad; Town Council Elect Mary Ellen Bebermeyer, and Town Council Elect Mr. Darren Cutler. There was no media present.

Public Safety Committee Chair, Mr. Jim Collins, called the meeting to order.

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

1. Operational Update for the Smithfield Police Department – November Activity Report – Chief Howell stated their November Activity Report was included in today's agenda packet and he would be glad to answer any questions as they relate to this report.

Chief Howell also mentioned that on December 7<sup>th</sup> they held a fill the cop car event to seek donations from the public for Christian Outreach. This event was a huge success. They were able to obtain approximately \$1,200 in cash donations and a lot of food. He thanked the community for supporting and assisting them in this event.

On Saturday, December 14<sup>th</sup> the Smithfield Christmas parade was held. It was estimated to be approximately 4,500 – 5,000 people that attended the parade this year. To his knowledge there has not been any issues concerning the reversal of traffic at the Smithfield Station bridge. The delay for people leaving the historic district after the parade was over was kept to a minimum. Councilman Harris commended the Police

Department on a job well done at this years Christmas Parade. All the officers interacted well with the citizens and children.

Town Council should have received an invitation for the Smithfield Police Departments annual awards banquet on December 21<sup>st</sup> at 6:30 p.m. at the Smithfield Center. This annual banquet is required by their certified crime prevention community status. He is hopeful that Town Council will be able to attend.

Chief Howell stated that the last thing under operational updates is an update on the shooting that occurred at Woods Edge Apartments on Saturday, December 14<sup>th</sup>. They have arrested two individuals so far and it is still an ongoing investigation. Vice Mayor Butler asked if police reports have been sent to TM Associates for the shooting incident on Saturday and the previous shooting incident, that occurred a few weeks ago, in the same neighborhood. Chief Howell stated that the investigators went there this morning so he is confident that reports have been sent but he will follow-up to confirm they were received by TM Associates.

2. Operational Update for the Smithfield Volunteer Fire Department – Assistant Chief Jeff Smith was not able to be present.

3. Operational Update for the Isle of Wight Rescue Squad – Chief Carroll stated that from Fire and Rescue perspectives they have all been busy. He explained that the two events downtown went very well. They did not have any incidents at the Mistletoe Market; however, they did have one patient before the Christmas parade started, which worked out well as they were able to get them out through the parade route. There was no delay in care for the patient. Chief Carroll stated that they were very busy the day of the Mistletoe Market in the rest of the County, but it did not affect service. They were able to get units where they needed to get them. Saturday afternoon in the midst of the shooting at Woods Edge Apartments they had nine additional calls for service in a little more than 50 minutes. That is just a example of how things can change from nothing going on to being very busy. There are only five staffed medics in the County so they used Suffolk for a couple of the calls and managed to handle the rest themselves. Chief Carrol also mentioned that they will be finishing up an EMT class in the next month. They are currently doing a lot of community outreach to the high schools as they are looking forward to starting a new EMT class in February. Mayor Bowman stated that he is pleased to announce that Chief Carroll was elected to continue to serve as the Chief of the Rescue Squad for another year.

The meeting was adjourned at 3:05 p.m.



January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: WATER AND SEWER COMMITTEE MEETING - **CANCELLED**

The Water and Sewer Committee scheduled for Monday, December 16<sup>th</sup>, 2024 at the Smithfield Center located at 220 North Church Street was cancelled due to lack of agenda items.



January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING  
HELD ON MONDAY, NOVEMBER 18<sup>TH</sup>, 2024.

The Finance Committee met on Monday, December 16<sup>th</sup>, 2024, at 3:05 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members in attendance were Ms. Valerie Butler and Mr. Michael Smith. Other Council members present were Mr. Raynard Gibbs, Mr. Jeffrey Brooks, Mr. Bill Harris, and Mr. Steven G. Bowman, Mayor. Staff members present were Mr. Michael R. Stallings, Town Manager; Mrs. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Laura Ross, Town Treasurer; Ms. Ashley Rogers, Director of Human Resources; Ms. Amy Novak, Director of Parks and Recreation; Mrs. Tammie Clary, Director of Planning and Community Development; Mr. Ed Heide, Director of Public Works and Utilities; Mr. Alonzo Howell, Chief of Police; Mr. Steve Clark, Parks and Recreation; Ms. Judy Winslow, Director of Tourism. Also in attendance were Mr. Brian Carroll, Isle of Wight Rescue Squad; Town Council Elect Mary Ellen Bebermeyer, and Town Council Elect Darrin Cutler. There was no media represented.

Finance Committee Member Mr. Michael Smith, called the meeting to order.

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

1. Invoices Over \$20,000 Requiring Council Authorization –

a. Athens Building Corp \$128,091.71

This invoice from Athens Building Corp is progress billing for the Luter Sports Complex Football Concession Building. Committee recommends sending this invoice to Town Council for consideration at their meeting on January 7<sup>th</sup>, 2025.

b. Athens Building Corp

\$ 56,965.02

This invoice from Athens Building Corp is progress billing for the Windsor Castle Park Boardwalk Restoration Project. Committee recommends sending this invoice to Town Council for consideration at their meeting on January 7<sup>th</sup>, 2025.

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

1. November Financial Statements – Ms. Ross reported that the second page in the financial statements will show the Town's overall revenues to expenses. The Town sent out personal property taxes on October 28<sup>th</sup>, and they were due on December 5<sup>th</sup>. The Town billed 1.6 million and to date the town has collected \$1,354,708. This leaves approximately \$312,775 outstanding. Revenue collected to date is \$2,846,000 which is 25.36% of what was budgeted. Pages 2-4 of the Financial Statements breaks down the general government revenue. The majority of this revenue comes from other local taxes which is \$1.2 million. Out of this Meals Tax accounts for the majority of other local taxes. Meals Tax is \$792,000. Expenditures to date are \$4 million and the footnotes detail all the expenditures and any changes. Ms. Ross mentioned that she has shared the financial statements with the department heads and asked them to get back with her with any questions that they may have. Mayor Bowman asked if all the department were running to budget. Ms. Ross replied that all departments are in budget.

2. November Cash Balances/VIP Investment Update – Ms. Ross reported that a few lines have been added to the cash report this month. She clarified that OPB means Old Point Bank and TB means TowneBank. These funds have been separated out because they moved most of the funds from TowneBank over to Old Point Bank. Last month the report separated the designated funds which are not ones used for General Fund activities. Those are at the bottom of the spreadsheet. Again, if the town had to go and buy something really expensive and needed to spend some money we could spend about \$8 million dollars.

As you may recall under investments we have portioned out the General Fund as we previously had them all stuck in one account together but we now have separate investment accounts. They are listed as Money Market Utilities, Utility Development Escrow. Those are the ones that can actually gain interest versus just sitting in the bank account. General Fund interest right now is \$363,000 which is year to date. Sewer is \$77,887. The Water Fund is \$9,400. These numbers are cumulative. Included in the packet is an investment benchmark sheet that says cash balances and shows you where we are year to date. Overall interest earned year-to-date in all the funds is \$504,000. The total interest earned from the Luter Funds was \$138,000.

3. Additional Item Discussed: SRA Funding Commitment to Luter Sports Complex  
– Mayor Bowman asked what the outstanding balance that SRA owes as their

commitment to the Sports Complex. His concern is equitable treatment. SRA has worked long and hard and paid their debt along the way. I just want to make sure that we treat all the sports and all the folks equitably and that is why he is asking the question. Mrs. Ross stated that she thinks it is approximately \$130,000. The Town Manager mentioned that SRA had just made their payment for this year. He explained that SRA pays \$30,000 on the debt each year and an additional \$25,000 in rental of the facility. Councilman Smith asked when this debt is paid in full. The Town Manager stated that they have four more years to pay it off. The original debt was for \$30,000 for 10 years for a total of \$300,000. Mayor Bowman stated that we have budget coming up and he feels very strongly that the interest that we accrued from the contribution that we had from Luter comes very close to matching the outstanding debt. He would like for Town Council to consider during the budget process what SRA has done over the years and consider paying this debt off. Mayor Bowman stated that in his opinion if we have the capability to work with SRA on relief of that debt in some way he thinks that is the right thing to do. Mayor Bowman explained that the football concession building has cost the Town \$624,000. The relief of this debt for SRA would allow them to be able to fund necessary improvements to the fields at Beale Park. Mayor Bowman stated that this is just something he would like Town Council to consider to be fair and equitable across the board. He stated that he knows how significant ballfields are to this community and thinks it might be the right thing to consider. Vice Mayor Butler stated that the original debt was \$300,000 and she thought because of a drainage issue that occurred we actually reduced their debt. Mrs. Novak state that was incorrect. The Town has never reduced their debt. SRA has always owed the \$300,000. The Town did not charge SRA their lease payment during 2020 because they were not able to use the fields due to COVID. Mrs. Novak stated that SRA has made their commitment payment of \$30,000 each year as promised. Vice Mayor Butler asked the mayor when he says fair and equitable what does he feel that is not equitable about the current arrangement. To her it sounds like he has concerns about the new concession stand. Mayor Bowman stated that he has an overall concern over the expenses and the concession stand really stands out as far as the amount of money that the Town has utilized for that one facility. Whether it is baseball or football or the location of different facilities it just looks like we have spent a lot of money on the new concession stand. He explained that he strongly believes that as far as SRA is concerned, they have done a lot and worked hard to keep their commitment to the Town. Mayor Bowman asked Mrs. Novak if there an equitable division of how much SRA pays for the utilization of the baseball fields versus the football group. Is everyone paying the same amount if you were to look at it. Mrs. Novak explained that the lease payments are set up differently. SRA is a fixed payment of \$25,000. The football group is a fee per player and that is for both spring and fall season. Mayor Bowman asked if the fees equal out between the organizations. Mrs. Novak replied that it does not even out. It was a payment that they came up with while meeting with football to see what they could afford to charge their players. Mayor Bowman stated again that he is not in any way demeaning the football program. He loves the football program and thinks it is great; however, he thinks that if the Town has the ability to give both organizations a helping

hand it is the right thing to do. SRA has been working diligently to payoff that debt for the last six years and have four more to go. Mrs. Novak stated that when SRA decided to keep Beale Park she did not agree with it initially; however, it has enabled SRA to grow their program for all of the children in the community. If the Town was able to relieve their debt, they could put that money back into the maintenance of Beale Park, which it really needs. Mayor Bowman stated that he wants both sports to have the best possible program they possibly can. If the town can help them along with some money that was not in the budget, he would like that to be considered. Councilman Smith stated that he has been contacted by representatives of SRA about trying to work out something to possibly lower the payment or do away with the payment. They have spent a lot of time raising money. He never would have thought that the program would have grown so much by keeping Beale Park. Councilman Harris stated that he would like to endorse Mayor Bowman's idea 100 percent. He mentioned that he has been very involved with SRA for many years, and he knows the work that goes into keeping the fields maintained so the kids have a place to play ball. Anything that the Town can do to take this debt off SRA he would be in favor of. Mayor Bowman stated that he is not asking for a vote at this time; however, he would like for the new Town Council to consider this as we move into budget season. Councilman Brooks asked what the original \$300,000 for. Mrs. Novak explained that the original plan was once Luter Sports was completed, SRA would sell Beale Park. The money from the sale of the property would go towards the construction of the Luter Sports Complex. At the last-minute SRA came to the Town and stated that they wanted to keep Beale Park and asked what they could do to make that happen. So, everyone came together and changed the financial contribution to the Sports complex to a debt service payment which Town Council at that time agreed on. The \$300,000 came from what SRA estimated the sale of Beale Park would be. Mrs. Novak stated that the lease payment of \$25,000 would continue whether this debt service payment is relieved or not. Councilman Smith stated that we do not need to make a decision today, but we can start looking at it during budget season which is right around the corner. Vice Mayor Butler stated that she still has concerns about what Mayor Bowman has brought up. She does not know if she will be in a position to vote one way or another on this matter should it come before Town Council for a vote. She explained that this is a commitment that SRA made up front. She does not want to minimize the role that SRA plays in the community with our kids but feels that at the time of construction they could have saved some funds had they built two concession stands in the beginning of the project or one larger concession stand in between fields. Vice mayor Butler also mentioned that on opening day, due to a drainage issue, port-a-potties were brought in for the baseball fields and not the football field. The perception is that the two entities are not being treated the same. Mrs. Novak explained that when Luter Sports Complex was being built the Town knew SRA was committed to the project. The Town did not have any user groups for the football field or the multi-purpose field at that time. Derek Boone, representative for the football group, called the Town close to opening day and said they were no longer able to use Isle of Wight Academy. They asked if they could use the multi-purpose field. The previous president of what was then Pop Warner

Football said they had no intentions on using anything other than Isle of Wight Academy. With the new president that changed, and Derek Boone asked to come to the Luter Sports Complex. That is why the differences are what they are. Vice Mayor Butler stated that she is okay with moving forward but at this point she is not able to vote on the recommendation that is being made. Councilman Smith agreed that this request does need further discussion and both user groups should be considered moving forward. Mrs. Novak stated that they are currently working on a master plan for the remainder of the Sports Complex and have met with the two rec leagues and they were very positive and optimistic about the amenities that they are proposing. That master plan will come to Committee soon.

Meeting Adjourned @ 3:30 p.m.

January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: PARKS AND RECREATION COMMITTEE MEETING - **CANCELLED**

The Parks and Recreation Committee scheduled for Monday, December 16<sup>th</sup>, 2024 at the Smithfield Center located at 220 North Church Street was cancelled due to lack of agenda items.

January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: PUBLIC WORKS COMMITTEE MEETING - **CANCELLED**

The Public Works Committee scheduled for Monday, December 16<sup>th</sup>, 2024 at the Smithfield Center located at 220 North Church Street was cancelled due to lack of agenda items.

January 3, 2025

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING  
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE  
COMMITTEE MEETING HELD ON MONDAY, DECEMBER 16<sup>TH</sup>, 2024.

The Public Buildings and Welfare Committee held a meeting on Monday, December 16<sup>th</sup>, 2024 at 3:30 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members in attendance were Ms. Valerie Butler, Chair; and Mr. Bill Harris. Other Council members present were Mr. Michael Smith, Mr. Jeffrey Brooks, Mr. Raynard Gibbs and Mr. Steve Bowman, Mayor. Staff members present were Mr. Michael R. Stallings, Town Manager; Mrs. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Laura Ross, Town Treasurer; Mrs. Ashley Rogers, Director of Human Resources; Ms. Tammie Clary, Director of Planning and Community Development; Mrs. Amy Novak, Director of Parks and Recreation; Mr. Steve Clark, Parks and Recreation; Mr. Alonzo Howell, Chief of Police; Mr. Edward Heide, Director of Public Works and Utilities; and Ms. Judy Winslow, Director of Tourism. Also, in attendance were Town Council Elect Darrin Cutler, and Town Council Elect Mary Ellen Bebermeyer. There was no media represented.

Public Buildings and Welfare Committee Chair, Vice Mayor Valerie Butler, called the meeting to order.

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

1. Pre-Public Hearing Discussion: Special Use Permit – 201 Gumwood Drive – Ms. Clary reported that in November the Planning Commission approved a site plan amendment for this property for approximately a 30 by 32 foot addition. At the same meeting Planning Commission favorably recommends a special use permit for a waiver of parking and loading requirements. With the addition the applicant would be required to have a minimum of 36 parking spaces. The applicant currently has 27 existing spaces. Staff does recommend approval contingent on the applicant obtaining a zoning permit and fee payment. Vice Mayor Butler asked if there was any discussion or questions for



Ms. Clary. There was some discussion on the number of existing parking spaces. It was determined that the parking spaces along Vincent Crossing between the medical office and CVS were included in the existing 27 parking spaces. Ms. Clary also mentioned that there is a shared use verbal agreement between CVS and the medical office to allow the medical office staff to park on the back row of the CVS parking lot by Gumwood Drive. These spaces are not included in the 27 existing parking spaces. This item will be placed on Town Council's agenda as a public hearing and consideration at their January 7<sup>th</sup>, 2024 meeting.

2. Pre-Public Hearing Discussion: Entrance Corridor Overlay and Historic District Guidelines – Mrs. Clary reported that Town Council was provided access to a file folder that had the original second submitted draft along with staff comments and edits for both the historic district guidelines and the entrance corridor overlay guidelines. Staff does expect a third draft incorporating these comments by December 20<sup>th</sup>. At that time staff will review and provide any additional comments prior to the January 7<sup>th</sup> public hearing on both documents. Vice Mayor Butler asked if there were any major changes from the existing guidelines. Ms. Clary explained that the existing guidelines were last updated in 2005. The idea to update these documents was to modernize them. The updated document would include specific materials that the Planning Commission wants to see and specific materials that the Planning Commission does not want to see. Staff also wanted to streamline the application process. You will notice some flow charts in the updated version and a lot more visual aspects. Staff also wanted to include relative pictures to show examples in town. A lot of the photos that were used in the previous guidelines were not photos of buildings and structures within the town limits. This item will be placed on Town Council's agenda as a public hearing and consideration at their January 7<sup>th</sup>, 2024 meeting.

3. Subdivision Agreement – Mallory Point Phase A Section 2 – Ms. Clary explained that this is the subdivision agreement for Section 2 of Phase A in Mallory Point. The phase A site plan has already been approved by the Planning Commission and Town Council has already approved the subdivision agreement for Section 1 of Phase A. The developer is now ready to begin the construction and installation of the infrastructure for water and sewer along with the roadways. This subdivision agreement will be attached to our bond for this project. The agreement says that the developer will install water, sewer, and roadway to the Town's design standards. If these things are installed according to the Town's design standards the Town will then except the infrastructure. Staff will be required to bring a third subdivision agreement for Phase A, Section 3 once the developer reaches that point. This item will be placed on Town Council's agenda for consideration at their January 7<sup>th</sup>, 2024 meeting.

4.

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

1. Mallory Point Roundabout- Vice Mayor Butler asked for additional clarification on the roundabout at Mallory Point that was approved at the December 3<sup>rd</sup> Town Council meeting. Ms. Clary explained that initially the roundabout was proffered as a two-lane roundabout. When Mallory Point's engineers went into site engineering, construction, and design for phase 2 they noticed that the actual traffic impact analysis was for a single lane roundabout. It was not for a dual lane roundabout. It was her understanding that at that point they started conversations with VDOT. VDOT was in agreement that the developer did not meet the 25,000 threshold that would require a two-lane roundabout. The amendment to the proffers states the developer still wants to provide a right-of-way in case the two-lane roundabout is ever needed by additional development in the future. With that being said, a new developer in the future would be required to obtain a new traffic impact analysis. At which point, that TIA could indicate that a dual lane roundabout is not the best use of that intersection. They could be required to put back in a signalized light or something else. The analysis for Mallory Point was only on a single lane roundabout based on their amount of traffic including the slip lane when it come to phase E and F. Mayor Bowman asked for clarity that the developer asked for the reduction from VDOT and VDOT agreed to that. At the end of the day, we will still have the same amount of land that we would have if it had been two lanes. In order to do a two lane now when you only have one feeder lane coming in would cause a traffic safety issue. Ms. Clay replied that was correct. If an additional lane is needed in the future it will be at the expense of the new developer.

Meeting adjourned at 3:42 p.m.

## **TOWN COUNCIL REPORT**

### **SUBJECT:**

January 7 - 6:30 p.m. Town Council Meeting  
January 14 - 6:30 p.m. Planning Commission Meeting  
January 20 - Town Offices Closed in Observance of Martin Luther King Day  
January 21 - 6:30 Board of Historic and Architectural Review  
January 21 - 7:30 Board of Zoning Appeals  
January 27 - 3:00 p.m. Town Council Committees  
January 28 - 4:00 p.m. Intergovernmental Relations Committee

# **TOWN COUNCIL REPORT**

# **TOWN COUNCIL REPORT**

## **TOWN COUNCIL REPORT**

**ITEM:** Subdivision Agreement - Mallory Point Phase A Section 2

**FROM:**Public Buildings and Welfare Committee Chair, Vice Mayor Butler

**ATTACHMENTS:**

Description	Type	Upload Date
Subdivision Agreement - Mallory Point	Cover Memo	1/3/2025

SUBDIVISION AGREEMENT  
MALLORY POINT PHASE A SECTION 2

THIS SUBDIVISION AGREEMENT, made this \_\_\_\_\_ day of January, 2025 by and between MCSF, LLC, a Virginia limited liability company, of the first part, herein referred to as "Developer"; and TOWN OF SMITHFIELD, a Virginia municipal corporation situate in Isle of Wight County, of the second part, herein referred to as "Town".

WHEREAS, the Developer has proposed the subdivision and development of 48 single-family lots on a certain tract or parcel of land situate in Town to be known as of "MALLORY POINT PHASE A SECTION 2" and desires to have a plat for this development of the subdivision approved by the Town and admitted to record in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia; and

WHEREAS, installation of sewer, water, streets lights, entrance signage, and street improvements required by the Subdivision Ordinance of the Town by Developer has not commenced and Developer desires to enter into this Agreement and to furnish the financial assurances required by the Subdivision Ordinance of Town so that the subdivision plat may be approved for recordation, upon Town's assurances that Town will accept such improvements and thereafter operate and maintain same; and

WHEREAS, Developer is required to pay the costs of designing and installing certain sewer lines within the Development.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the approval of the Subdivision Plat and the covenants and agreements herein contained, it is agreed as follows:

ARTICLE I

1. Town hereby authorizes the necessary Town officials to approve the Subdivision Plat of MALLORY POINT PHASE A SECTION 2 for recordation subject to compliance with the design and review standards of the Subdivision Ordinance of the Town and in line with the current Hampton Roads Planning District Commission (HRPDC) Regional Construction Standards along with Town Design Standards. From here on in, any reference to Town Design Standards will also include the current Hampton Roads Planning District Commission (HRPDC) Regional Construction Standards.

2. Within twelve (12) months from the date of approval of the Subdivision Plat for MALLORY POINT PHASE A SECTION 2, Developer agrees to have completed the construction and installation of the sewer, water, and street improvements in the property shown on the plat of MALLORY POINT PHASE A SECTION 2, as required by the Subdivision Ordinance of the Town and Town Design Standards.

3. The sewer system improvements, including certain off-site improvements to the sewer system of the Town as required by the Subdivision Ordinance of the Town ("Sewer Improvements"), water system improvements ("Water Improvements"), and street lights and street improvements ("Street Improvements"), are collectively referred to herein as ("the Improvements"). The design, construction and installation of the improvements shall be in compliance with all requirements of the Town, the State Health Department, the State Water Control Board, and the Virginia Department of Transportation and shall be subject to final approval by Town at all steps of design and construction. No construction of the improvements shall commence until the plans and specifications have been approved by the Town and the financial assurances provided as required by Article II of this Agreement. No changes in the plans and specifications shall be made without further approval by Town. All such plans, as finally approved by Town, shall become part of this Subdivision Agreement, Developer shall dedicate and convey the Improvements to the Town upon as hereinafter, and Town shall accept the same. No buildings shall be connected to the sewer or water improvements prior to acceptance of the Improvements by Town, except that in hardship cases temporary use may be made with the approval of Town and where Developer accepts full responsibility and bears the cost of such operation.

4. Town reserves the right and shall fix, and retain all appropriate sewer and water tap fees for properties connected to the sewer and/or water lines constructed and installed by Developer. The initial sewer connection fee for each residential or equivalent connection in the MALLORY POINT PHASE A SECTION 2 subdivision shall be \$1,580.00 with and availability charge of \$4,120.00 per residential or equivalent connection. The initial water connection fee for each residential or equivalent connection in the MALLORY POINT PHASE A SECTION 2 subdivision shall be \$660.00 with and availability charge of \$2,720.00 per residential or equivalent connection. These fees are subject to change from time to time upon the action of Town Council in accordance with the provisions of the Town Code and applicable state law. All



connection fees shall be payable to the Town in full when application is made for a zoning permit for that lot or parcel of land. In addition to fees due and owing to the Town of Smithfield, there are connection fees due and owing to the Hampton Roads Sanitation District in connection with connection to the Town's sewer system.

## ARTICLE II

1. Developer will, upon execution of this Subdivision Agreement, in order to comply with the Subdivision Ordinance of the Town, provide Town with an unconditional and irrevocable letter of credit in the initial amount of \$3,258,107.52 which shall serve as Developer's bond for performance and shall be calculated at 110% of the total estimated cost of construction of the Improvements, on the itemized cost estimate sheet, as verified by the Department of Public Works and Utilities. The letter of credit and the performance bond, totally \$3,258,107.52 will be conditioned upon the performance of all covenants and provisions of this Subdivision Agreement. The form and substance of the letters of credit shall be subject to the approval of Town's attorney.

2. In the event Developer fails to complete the Improvements provided hereinabove in the time designated, Town may complete or cause the same to be completed, and Developer shall be liable to pay to Town the cost necessary to complete the Improvements up to the amount set forth in paragraph 1 of this Article. Any requests by Developer for an extension in the time for completion shall be delivered to Town in writing no later than forty-five (45) days prior to the date for completion as established by the provisions of Article 1, paragraph 2. of this agreement. Any requests for extensions shall be considered and reviewed by the Town council. In the event that an extension is granted, the Developer shall pay an administrative review fee equal to two and one-half percent (2.5%) of the amount of the surety being extended to compensate Town for its significant administrative costs caused as a result of Developer not completing the improvements within the time period established by this agreement.

3. In the event of default by Developer described above, Town may, at its option, collect the cost for the completion of the Improvements hereof from Developer prior to the actual construction of same. In the event the estimated cost is greater than the cost necessary to complete the Improvements, Town shall refund difference to Developer.

4. Reductions in the amount of the surety held by Town may be made by the Town as construction progresses and is approved by Town, except that in no instance shall the amount of the surety be reduced to less than twenty percent 20% of the cost of construction of the Improvements, as determined by the Department of Public Works and Utilities.

5. If Developer shall faithfully execute each and all requirements of this Subdivision Agreement, then the aforementioned letter of credit shall be released by Town to Developer within 30 days of Town's final inspection and after written notification by the Town to Developer of Town's acceptance of the Improvements.

### ARTICLE III

1. Developer will not under any circumstances permit the discharge of sewage originating on any other property or premises, either directly or indirectly, into the Sewer Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with owners of adjacent properties to construct joint facilities to be connected to the Sewer Improvements.

2. Developer agrees that no residence shall be connected to, and that no effluent shall be discharged into the Sewer Improvements prior to infiltration tests and notification by the Town to Developer of Town's tentative acceptance of the Sewer Improvements or portions thereof.

3. Developer shall pay to Town a fee assessed for the inspection of the Improvements constructed as part of the subdivision, which fee is to be paid prior to the construction of the Improvements and equal to two and one half percent (2.5%) of the estimated construction costs of the Water and Sewer Improvements and one and one half percent (1.5%) of the estimated construction costs of the Road Improvements, as submitted by the Developer on the itemized cost estimate sheet, and verified by the Department of Public Works and Utilities.

4. The execution of this agreement authorizes Town staff entry upon the properties for the purposes of Inspections of the Improvements.

5. Town shall have the right at any and all times to make, connect, or permit the connection of any other sewer or sewer connections or extensions with the Sewer Improvements, at any point or points, and shall have the right to at any and all times to take and dispose of sanitary sewage, through the Sewer Improvements from persons beyond and adjacent to the Development and originating on

properties other than that described in this agreement provided the number of connections and capacity necessary for the homes in the proposed development is reserved.

6. Developer will not under any circumstances permit the flow of water from Town's existing water system into the Water Improvements without the specific prior approval of Town. With the approval of Town, Developer may agree with the owners of adjacent properties to construct joint facilities to be connected to the Water Improvements.

#### ARTICLE IV

1. Upon completion of the construction of the Sewer Improvements, and the final inspection and acceptance of construction by Town, Developer shall forthwith convey to Town, free and clear of any encumbrances, and in form approved by Town, all of Developer's right, title and interest to the Improvements, including but not limited to sewer and water mains, force mains, laterals, lines, pipes, pumping stations, and other related facilities, street lights and street improvements, and shall grant and convey to Town, with General Warranty of title any lots or sewage pumping station sites, with access or right-of-way and/or easements of which said force main, gravity mains or any other facility is constructed, all without cost to Town. Such transfer and conveyance shall include but not be limited to all facilities capable of serving more than one customer plus laterals (house or building connections) up to but outside private property lines. Facilities on private property serving one customer shall become the property of that customer.

2. Developer hereby grants to the Town, the exclusive right to establish and re-establish rates for sewer and water service to be furnished by Town after acceptance of the Improvements by Town. Developer covenants and agrees that any contracts for sewer service which it may enter into with customers in MALLORY POINT PHASE A SECTION 2 at any time prior to its conveyance of the Improvements to Town shall incorporate by reference the provisions of this Subdivision Agreement.

3. Developer shall indemnify Town and keep and hold Town free and harmless from any contractual liability to Developer and from all claims on account of injury to Developer or any other person, firm or corporation, or damage to the property of Developer or any other person, firm or corporation arising from or growing out of Developer design, and/or approval, construction and/or installation of the Improvements, and in the event that suit shall be brought against Town, either independently or jointly with such Developer, on account hereof, Developer shall defend the Town

in such suit at no cost to Town. In the event of a final judgement being obtained against Town, either independently or jointly with Developer, then Developer shall pay such judgement with all costs and hold the Town harmless therefrom.

4. Developer, or its lessee or purchaser of any property in the aforesaid subdivision hereby waives as against Town, any and all rights or claims which they may now have, or may hereafter have on account of injury or damage to Developer, lessee or purchaser or on account of injury or damage to the property of Developer, lessee or purchaser directly or indirectly resulting from the failure of Town to supply sewer or water service to Developer, lessee or purchaser in whole or in part under this Agreement; provided, however, that this waiver shall not be construed to relieve Town from any of its contractual obligations to Developer under this Subdivision Agreement.

5. The approval of any final plat or plan of this subdivision or any section thereof under this Subdivision Agreement shall not be deemed an acceptance by the Town of the Improvements for their maintenance, repair, or operations. Until accepted in writing by the Town, the Developer shall be fully responsible for maintenance, repairs, and operations of and shall assume all risks and liability associated with the Improvements. The Developer shall pay the costs of repairing or replacing the Improvements because of defects due to inferior materials or faulty workmanship appearing within two (2) years after acceptance by the Town. The Developer shall post a bond or other security (the "Defect Bond") in form approved by the Town's attorney and with surety acceptable to the Town in the amount of twenty percent (20%) of the total construction costs of the Improvements. The Defect Bond shall guarantee the repair of defects in the Improvements due to the inferior materials or faulty workmanship as required by this Subdivision Agreement.

6. The Town agrees to accept, operate and maintain the aforesaid Improvements upon conveyance to the Town by the Developer, provided that all terms and conditions of this Subdivision Agreement are complied with by the Developer, and especially that (1) the Developer has completed the Improvements in accord with the plans and specifications approved by the Town; (2) the Developer has tendered such appropriate instruments approved by the Town pursuant to Article IV, paragraph 1. of this Subdivision Agreement; (3) satisfactory evidence is provided by the Developer that the Improvements have been paid for in full by the Developer; (4) upon receipt by the Town of five hard copies and PDF versions of "as built" construction plans prepared by the engineering firm which designed the improvements, one copy of CCTV

videos, the submission of CAD files; and; and (5) upon full compliance with the provisions of the Town's street lighting policy and all ordinances relating to street lights in effect at the time of the installation of street lights.

#### ARTICLE V

1. The Developer shall bear its pro rata share of the cost of upgrading the Town's existing water system, (the off-site systems).

2. The design and construction of the upgrading of the off-site systems shall be performed by the Town at its expense.

#### ARTICLE VI

1. Upon execution of this Agreement it shall be recorded in the Clerk's Office of the Circuit Court of Isle of Wight County at the Developer's expense.

2. Developer agrees to obtain the full release of any deed of trust lien on its land in so far as it shall apply to the Improvements and any and all land and easements to the Improvements and any and all land referred to in Article IV, Paragraph 1. of this Agreement, and Town shall not be required to accept the Improvements or connect them to Town facilities until such release has been obtained.

3. Developer and its lessee or purchaser of any property in the aforesaid subdivision hereby agrees that any such property remaining or becoming subject to any existing or subsequent easements, including any scenic easement heretofore or hereafter recorded, shall continue to be subject to such to the extent provided for by the provisions of said easement of record. Developer specifically agrees to reserve unto itself and unto the Town the right of entry upon the lots being conveyed, an easement of entry upon the property for the purpose of removing any obstructions to the drainage easements, ditches and other drainage structures and facilities located upon the property.

4. Developer and its Lessees or purchasers of any property in the aforesaid subdivision hereby recognizes that no buffer component of a Resource Preservation area in aforesaid subdivision shall be disturbed, cleared or mowed in contravention of any Federal, State or Municipal law or regulation to which the Resource Preservation Area is then legally subject

and shall include a covenant to this effect in its declaration of restrictions and conditions.

5. This agreement shall not be assignable or transferable by Developer without the prior consent of Town.

This Agreement shall be binding upon Developer's successor and assigns.

WITNESS the following signatures, the Town of Smithfield having caused these presents to be executed on its behalf by its Town Manager pursuant to resolutions duly adopted by the Town Council of the Town of Smithfield on January 7, 2025.

MCSF, LLC,

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of MCSF, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

TOWN OF SMITHFIELD

By: \_\_\_\_\_  
Michael R. Stallings Town Manager

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Michael R. Stallings, as Town Manager of the Town of Smithfield.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## TOWN COUNCIL REPORT

### SUBJECT:

\$ 56,965.02

### ATTACHMENTS:

Description	Type	Upload Date
Windsor Castle Boardwalk Restoration Project	Invoice	12/12/2024



## I. APPLICATION FOR PAYMENT

### PROJECT SUMMARY

Date: **December 10, 2024** Contractor's Name: **Athens Building Corp.**  
Project Name: **Windsor Castle Park Boardwalks** Project Number: **IFB #23-003**

Original Contract Amount:	\$310,486.09
Original Contract Time:	365 Days
Adjusted Contract Amount (by approved Change Orders):	\$881,661.18
Adjusted Contract Time (by approved Change Orders):	460 Days
Adjusted Contract Completion Date:	2/28/2025

### STATUS OF WORK PERFORMED

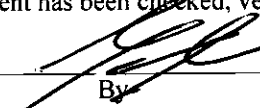
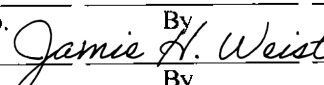
Total Value of Original Work Performed to Date:	\$677,907.76
Total Value of Change Order Work Performed to Date (with attachment):	\$3,593.00
Total Value of All Work Performed to Date:	\$681,500.76
Value of Materials Stored (Attach Statement):	\$45,385.00
Less 5% Retained by Owner:	\$(36,344.29)
Net Amount Earned on Contract to Date:	\$690,541.47
Fewer Amounts of Previous Payments Approved:	\$633,576.45
<b>BALANCE DUE THIS PAYMENT:</b>	<b>\$56,965.02</b>
Value of Work Remaining to be Completed:	<b>\$191,119.53</b>
Percentage Complete to Date (Value/Time):	<u>79%</u> <u>76%</u>

### CERTIFICATION OF CONTRACTOR

I certify to the best of my knowledge and belief that all items and amounts on the face of the attached estimate and invoice and this Application for Payment are correct; that all Work has been performed and/or material supplied in full accordance with the terms and conditions of the Contract Documents, including all duly authorized deviations, substitutions, alterations, additions and/or deletions; that the foregoing is a true and correct statement of the Contract Price up to and including the last day of the period covered by this estimate and Application for Payment; that no part of the "BALANCE DUE THIS PAYMENT" has been received; that all previous Progress Payments received on this Agreement have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the Work covered by prior applications for payment under this Agreement; and that all materials and equipment incorporated in said payment or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances.

### APPROVALS

This Application for Payment has been checked, verified and approved for payment by:

Athens Building Corp	By 	President	12-10-24
Contractor	By	Title	Date
Resident Project Rep.	By 	PM	12/11/24
Kimley-Horn	By	Title	Date
Engineer	By	Title	Date
Owner	By	Title	Date

**AFFIDAVIT OF PAYMENT OF CLAIMS**

BY: Athens Building Corp (Contractor)  
1700 Broad Rock Blvd. Richmond, VA 23224  
FEIN – 27-2282386

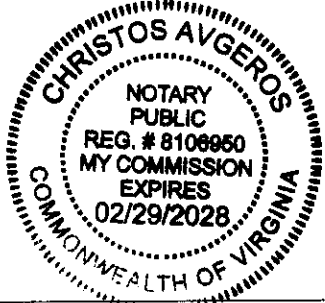
THIS DAY George Augeros personally appeared before me,  
Christos Augeros, a Notary Public in and for the City/County/State of  
Virginia, and being by me first duly sworn states that all Subcontractors and suppliers of labor and materials  
have been paid all sums due them to date for Work performed or materials furnished in the performance of the  
Agreement between:  
The Town of Smithfield, Virginia (Owner)

And Athens Building Corp. (Contractor)

dated September 6, 2023, for the construction of **IFB #23-003 Windsor Castle Park Boardwalk Restoration**  
or arrangements have been made by the Contractor satisfactory to such Subcontractors and suppliers with  
respect to the payments of such sums as may be due them by the Contractor.



SEAL OF CONTRACTOR



NOTARY SEAL

Athens Building Corporation  
CONTRACTOR

BY: 

TITLE: President

DATE: 12-10-24

Subscribed and sworn to before me this  
11<sup>th</sup> day of December, 2024.

My commission expires on the  
29<sup>th</sup> day of February, 2028.

  
NOTARY PUBLIC



Pay App # 10

12/10/2024

**Bid Item No.12 – Ravine Bridge 174 LF Completed to Date**

Item for	Size per bo	Total Actual	Unit Price	Total Price	
Replacement		Length (linear Foot)			
Decking	2"x6"	2909.28	13.25	\$38,547.96	\$0.00
Handrail	2"x8"	348	14.25	\$4,959.00	\$0.00
Toe Rail	2"x6"	348	16.85	\$5,863.80	\$0.00
Spacer	2"x6"	70	11.43	\$800.10	\$0.00
Pickets	Standard	789.2784	13.98	\$11,034.11	\$0.00
Sub-Total Bid					
Item No.12				\$61,204.97	

**Bid Item No.13 – Mason Street Bridge**

Item for	Size per bo	Total Estin	Unit Price	Total Price	
Replacement		Length (linear Foot)			
Decking	2"x6"	10734.24	13.25	\$142,228.68	6035 \$79,963.75
Handrail	2"x8"	1162.5	14.25	\$16,565.63	\$0.00
Toe Rail	2"x6"	1162.5	16.85	\$19,588.13	\$0.00
Spacer	2"x6"	232.5	11.43	\$2,657.48	\$0.00
Pickets	Standard	2692.105	13.98	\$37,635.63	\$0.00
Sub-Total Bid					
Item No.13				\$218,675.54	

July 2023

109 - 3

Windsor Castle Park Boardwalk Restoration  
 July 10, 2023  
 Town of Smithfield  
 IFB 23-003



## **TOWN COUNCIL REPORT**

**ITEM:** Public Hearing Discussion: Special Use Permit - 201 Gumwood Drive

**FROM:** Tammie Clary, Director of Planning and Community Development

### **ATTACHMENTS:**

Description	Type	Upload Date
Public Hearing Notice - Special Use Permit - 201 Gumwood Drive	Public Hearing	12/12/2024
Staff Report - 201 Gumwood Drive	Cover Memo	1/3/2025
Attachments - 201 Gumwood Drive	Backup Material	1/3/2025

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

Notice is hereby given that the Town Council of the Town of Smithfield, Virginia, will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia on Tuesday, January 7<sup>th</sup>, 2025, at 6:30 p.m. to consider the application of TSP Properties LLC c/o Tom Pope, owner and applicant for a special use permit under the provisions of Article 3.I.C.30 of the Zoning Ordinance of the Town of Smithfield, Virginia, adopted September 1, 1998, and as amended thereafter, in order to seek relief from SZO Article 8.E.35 to have less than the required minimum number of on-site parking spaces.

The property which is the subject of this special use permit application is 201 Gumwood Drive (Tax Map Parcel no. 22-01-006C2), which is located on the north side of Gumwood Dr. and contains 0.97 +/- acres. The parcel's current zoning designation is Highway Retail Commercial (HR-C) & Entrance Corridor Overlay (ECO).

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

TOWN OF SMITHFIELD

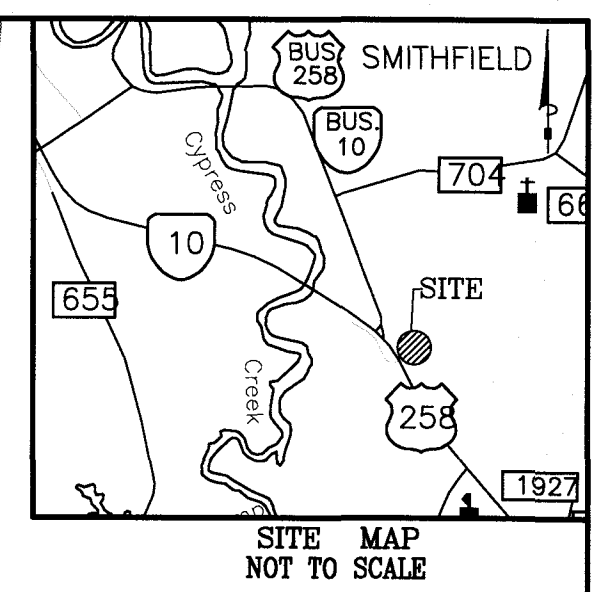
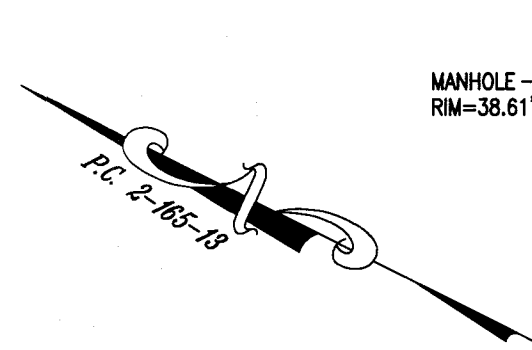
Lesley G. King, Clerk

Publish: Wednesday, December 18<sup>th</sup>, 2024 and Wednesday, December 25<sup>th</sup>, 2024

**TOWN COUNCIL STAFF REPORT:  
SPECIAL USE PERMIT  
\*PUBLIC HEARING\*  
Tuesday, January 7<sup>th</sup>, 2025, 6:30 PM**

<b>Applicant</b>	Dr. Tom Pope 201 Gumwood Drive Smithfield, VA 23430
<b>Owner</b>	TSP Properties LLC 201 Gumwood Drive Smithfield VA 23430
<b>Property</b>	201 Gumwood Drive TPIN: 22-01-006C2 0.92 ac N side Gumwood Drive 267’ from the intersection of Benns Church Blvd. & Gumwood Dr.
<b>Zoning</b>	Highway Retail Commercial (HR-C) & Entrance Corridor Overlay (ECO)
<b>Adjacent Zoning</b>	Multi-Family Residential (MF-R), HR-C, & ECO
<b>Project Description</b>	<p>The applicant is also seeking a Special Use Permit (SUP) under Article 3.I.C.30 for a waiver of parking and loading for relief from Article 8.E.35 which requires 1 space per 200 square feet of gross floor area. With the 30.8’ by 32.3’ addition, the applicant is required to have a minimum of 36 parking spaces, and currently has 27 existing spaces.</p> <p>At the November Planning Commission meeting, this application was favorably recommended to Town Council.</p>
<b>Recommendation</b>	Staff recommend approval is contingent on the application obtaining a zoning permit and fee payment.

*Please direct inquiries to Tammie Clary at 1-(757)-365-4200 or [tclary@smithfieldva.gov](mailto:tclary@smithfieldva.gov).*



TAX PARCEL  
22-01-006C4  
NOW OR FORMERLY  
V & B PROPERTIES LLC  
DB OR INSTR #  
P.C. 2-165-13

15' EXISTING PRIVATE  
DRAINAGE EASEMENT  
P.C. 2-123-18

EXISTING 20' PRIVATE  
UTILITY EASEMENT  
P.C. 2 SLIDE 51, PG. 8  
(COMMON UTILITY EASEMENT)

TAX PARCEL  
22-01-006C4  
NOW OR FORMERLY  
V & B PROPERTIES LLC  
DB OR INSTR #  
P.C. 2-165-13

PARCEL C  
T.P. 22-01-006C2  
AREA 0.97 Ac.  
ZONED HR-C

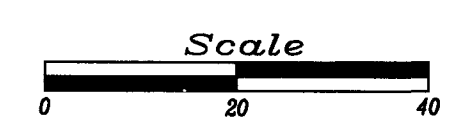
1 ST. BRICK  
BUILDING  
#201  
FF=41.6'

TAX PARCEL  
22-01-006C1  
NOW OR FORMERLY  
JAN SAN REALTY LLC C/O CVS #04063L01  
IN#200003550  
P.C. 2-51-8

EXISTING 45'X105' NONEXCLUSIVE  
INGRESS/EGRESS EASEMENT  
P.C. 2 SLIDE 51, PG. 8

GUMWOOD DRIVE (PRIVATE ROAD) 50' R/W

SITE PLAN  
FOR  
TSP PROPERTIES, LLC  
LOCATED AT 201 GUMWOOD DRIVE  
TOWN OF SMITHFIELD  
ISLE OF WIGHT COUNTY, VIRGINIA  
SCALE 1"= 20' JULY 29, 2024

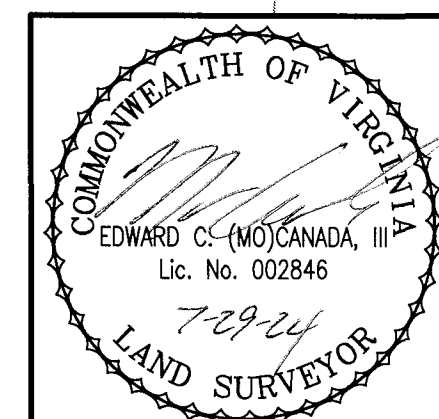


THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF  
A TITLE SEARCH. THEREFORE, THIS SURVEY IS SUBJECT TO ANY  
EASEMENT OF RECORD, LAND TRANSACTIONS AND OTHER  
PERTINENT FACTS WHICH A TITLE SEARCH MIGHT DISCLOSE.

THE PROPERTY SHOWN ON THIS PLAT APPEARS TO BE LOCATED  
IN ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP,  
COMMUNITY-PANEL NUMBER 510081 0153 E, DATED 12-2-2015.

REFERENCE - IN#040006466, P.C. 2-123-18

- LEGEND:
- - DENOTES IRON PIN OR PIPE FOUND
  - - DENOTES WATER METER
  - - DENOTES CABLE BOX
  - ⊞ - DENOTES ELECTRIC BOX
  - ⊗ - DENOTES YARD LIGHT
  - ⊕ - DENOTES SEWER CLEANOUT
  - ⊙ - DENOTES SEPTIC MANHOLE
  - ⊡ - DENOTES TELEPHONE PEDASTAL
  - ⊞ - DENOTES H.V.A.C. UNIT
  - ⊗ - DENOTES WATER VALVE



1212 S. Church Street Smithfield, VA 23430  
PHONE : 757-357-2911

DRAWN BY: ECC JOB #S24-43-SM





OFFICE ADDITION & IMPROVEMENTS FOR  
MEDICAL OFFICE FOR TOM & SHANNON POPE  
201 GUMWOOD DRIVE, SMITHFIELD, VIRGINIA

CODE DATA

101.1 APPLICABLE CODE - VIRGINIA UNIFORM STATEWIDE BUILDING CODE (VUSBC), 2021 (IBC 2021 WITH AMENDMENTS)

ADDITIONAL CODE REFERENCES:  
THE VIRGINIA CONSTRUCTION CODE (VCC 2021)  
ACCESSIBILITY GUIDELINES ICC/A117.1, 2017  
THE VIRGINIA MECHANICAL CODE 2021, (BASED ON IMC 2021)  
THE VIRGINIA PLUMBING CODE 2021, (BASED ON IPC 2021)  
THE VIRGINIA ELECTRICAL CODE, (BASED ON NFPA 70 2020)  
THE VIRGINIA STATEWIDE FIRE PREVENTION CODE (SFPC) 2021, (BASED ON IFC 2021)  
THE VIRGINIA ENERGY CODE 2021, (BASED ON IECC 2021)

SMITHFIELD (ISLE OF WIGHT COUNTY), VIRGINIA

SNOW LOAD20 #PSF

SEISMIC CONDITIONZONE A

WIND SPEED100 MPH (3 SECOND GUST)

WEATHERINGMODERATE

FROST LINE DEPTH12 INCHES

TERMITEMODERATE TO SEVERE

DECAYSLIGHT TO MODERATE

CLIMATE ZONEZONE 4

USE GROUP/ OCCUPANCY			
BUSINESS (B) PROF. SERVICES, PHYSICIAN	EXISTING	ADDITION	
1ST FL.	4,274 SF ÷ 100 SF GROSS = 43	969 SF GROSS ÷ 100 SF GROSS = 10	= 53 OCCUPANTS
2ND FL. PRIVATE OFFICE (NOT ACCESSIBLE)	1,827 SF ÷ 100 SF GROSS = 19	0 SF GROSS ÷ 100 SF GROSS = 0	= 19 MAX. OCCUPANTS
TOTALS	6,101 SF	969 SF	72 TOTAL OCCUPANTS

CONSTRUCTION TYPE

TYPE 5B COMBUSTIBLE NOT PROTECTED AND REQUIREMENTS FOR FIRE RESISTIVE ASSEMBLIES

FLOOR-CEILING ASSEMBLY0-HR

STAIRS AND EXIT PASSAGEWAY1-HR

NO ADDITIONAL PROVISIONS COMPLIANCE STATED IN IBC SECTION 704

ALLOWABLE AREA PER FLOOR FOR TYPE (TABLE 503)

WITHOUT SPRINKLER SYSTEM: 9,000 SF MAX. FOR EA. FLOOR USE B (OFFICES)

ACTUAL 7,070 GROSS SF

MAXIMUM HEIGHT OF BUILDING:

A. ALLOWED BY CODE: 2 STORY, 40 FEET (IBC TABLE 503)

B. PROVIDED BY DESIGN: 2 STORY, 24'-8" ROOF HEIGHT

FIRE RESISTIVE RATING REQUIREMENTS 5B

STRUCTURAL FRAME (COLUMNS, GIRDERS, TRUSSES) (TABLE 601, CONSTRUCTION 5B)0 HR

BEARING WALLS: GREATER THAN 10 FT FROM PROPERTY LINE (TABLE 602)

EXTERIOR0 HR

INTERIOR0 HR

NON-BEARING WALLS AND PARTITIONS: MORE THAN 10 FT FROM PROPERTY LINE (TABLE 601)

INTERIOR0 HR

704.14	FOUNDATION VENTS INSTALLED ACCORDING TO 1203.3 UNDER FLOOR VENTILATION	YES
CONCEALED SPACES (EAVE, FASCIA & ATTIC)		
717.2.1	FIREBLOCKING MATERIAL SHALL BE ½" GYPSUM BOARD.	
717.2	FIREBLOCKING SHALL BE PROVIDED IN FASCIA SPACES AT MAXIMUM INTERVALS OF	20 FT. O.C
717.3	DRAFTSTOPPING MATERIAL SHALL BE ½" GYPSUM BOARD OR ¾" PLYWOOD	
717.4.3	DRAFTSTOPPING IN ATTIC SPACES FOR USE B, 5B CONSTRUCTION SHALL SEAL AREAS WHERE THEY DO NOT EXCEED 3,000 S.F.	
EGRESS		
1016.1	MAXIMUM LENGTH OF EXIT ACCESS TRAVEL (B) W/O SPRINKLER	200 FT.
1017.2	MINIMUM CORRIDOR WIDTH	44 INCHES
1017.3	MAX. "DEAD END" CORRIDOR LENGTH (N/A FOR 1-EXIT BLDG.)	20 FT. (N/A)
1019.2	MAXIMUM TRAVEL DISTANCE FOR ONE EXIT	75 FT.
1020.1	EXCEPTION 1: OPEN STAIRS SERVING LESS THAN 10 OCCUPANTS AND NOT MORE THAN ONE STORY ABOVE DISCHARGE.	

OWNER:

TOM & SHANNON POPE MD  
303 ROYAL DORNACH  
SMITHFIELD, VA 23430  
757-357-5670

2021 INTERNATIONAL ENERGY  
CONSERVATION CODE (COMMERCIAL)

TABLE R402.1.3 OPAQUE THERMAL ENVELOPE INSULATION COMPONENT MINIMUM REQUIREMENTS, R-VALUE METHOD <sup>A</sup>				
CLIMATE ZONE: 4 EXCEPT MARINE				
ROOFS				
	INSULATION ENTIRELY ABOVE ROOF DECK	METAL BUILDINGS <sup>B</sup>	ATTIC AND OTHER	
GROUP R	R-30 CI	R-19 + R-11 LS	R-49	
ALL OTHER	R-30 CI	R-19 + R-11 LS	R-49	
WALLS, ABOVE GRADE				
	MASS <sup>C</sup>	METAL BUILDING	METAL FRAMED	WOOD FRAMED AND OTHER
GROUP R	R-11.4 CI	R-13 + R-14 CI	R-13 + R-7.5 CI	R-13 + R-3.8 CI OR R-20
ALL OTHER	R-9.5 CI	R-13 + R-13 CI	R-13 + R-7.5 CI	R-13 + R-3.8 CI OR R-20
WALLS, BELOW GRADE				
	BELOW - GRADE WALL <sup>D</sup>			
GROUP R	R-10 CI			
ALL OTHER	R-7.5 CI			
FLOORS				
	MASS <sup>E</sup>	JOIST / FRAMING		
GROUP R	R-16.7 CI	R-30		
ALL OTHER	R-14.6 CI	R-30		
SLAB - ON - GRADE FLOORS				
	UNHEATED SLABS	HEATED SLABS <sup>H</sup>		
GROUP R	R-15 FOR 24" BELOW	R-15 FOR 24" BELOW + R-5 FULL SLAB		
ALL OTHER	R-15 FOR 24" BELOW	R-15 FOR 24" BELOW + R-5 FULL SLAB		

FOR SI: 1 INCH = 25.4 MM, 1 POUND PER SQUARE FOOT = 4.88 KG/M2/, 1 POUND PER CUBIC FOOT = 16 KG/M3/.

CI = CONTINUOUS INSULATION, NR = NO REQUIREMENT, LS = LINER SYSTEM.

A. ASSEMBLY DESCRIPTIONS CAN BE FOUND IN ANSI/ASHRAE/IESNA APPENDIX A.

B. WHERE USING R-VALUE COMPLIANCE METHOD, A THERMAL SPACER BLOCK SHALL BE PROVIDED, OTHERWISE USE THE U-FACTOR COMPLIANCE METHOD IN TABLE C402.1.4.

C. R-5.7 CI IS ALLOWED TO BE SUBSTITUTED WITH CONCRETE BLOCK WALLS COMPLYING WITH ASTM C90, UNGROUTED OR PARTIALLY GROUTED AT 32 INCHES OR LESS ON CENTER VERTICALLY AND 48 INCHES OR LESS ON CENTER HORIZONTALLY. WITH UNGROUTED CORES FILLED WITH MATERIALS HAVING A MAXIMUM THERMAL CONDUCTIVITY OF 0.44 BTU-IN/H-F2/F°.

D. WHERE HEATED SLABS ARE BELOW GRADE, BELOW-GRADE WALLS SHALL COMPLY WITH THE EXTERIOR INSULATION REQUIREMENTS FOR HEATED SLABS.

E. "MASS FLOORS" SHALL BE IN ACCORDANCE WITH SECTION C402.2.3.

F. "MASS WALLS" SHALL BE IN ACCORDANCE WITH SECTION C402.2.2.

G. THE FIRST VALUE IS FOR PERIMETER INSULATION AND THE SECOND VALUE IS FOR FULL UNDER SLAB INSULATION. PERIMETER INSULATION IS NOT REQUIRED TO EXTEND BELOW THE BOTTOM OF THE SLAB.

SHEET LIST

# IN SET	SHEET #	DESCRIPTION
1	T-1	TITLE SHEET, CODE DATA & SHEET LIST
ARCHITECTURAL DRAWINGS		
2	A-1	NEW WORK AND ROOF KEY PLAN
3	A-2	NEW WORK PARTIAL FOUNDATION PLAN; DETAILS
4	A-3	NEW WORK PARTIAL FIRST FLOOR PLAN, SCHEDULES
		NEW WORK PARTIAL SECOND FLOOR FRAMING PLAN
5	A-4	NEW WORK PARTIAL ROOF & ENTRY PORCH FRAMING PLAN;
		NEW WORK PARTIAL ROOF PLAN
6	A-5	ELEVATIONS
7	A-6	SECTIONS

CONTRACTOR TO PROVIDE:

1. A PLAN FOR DURING CONSTRUCTION TEMPORARY AND PERMANENT LOCATION IN THE BUILDING OF PORTABLE FIRE EXTINGUISHERS PER SFPC 906.

2. CEILING CLEARANCE OF 2' OR MORE IN ALL AREAS, ESPECIALLY IN STORAGE CLOSETS & UNDER STAIRS.

3. ENTRANCE SIGN SHOWING USE GROUP AND THE APPROVED OCCUPANCY LOAD.

NOTES TO CONSULTANTS AND SUBCONTRACTORS:

THE STRUCT. ENGINEER/MFG. IS TO PROVIDE ALL VUSBC 2021 SEC. 1603 DESIGN LOADS & DATA.

IF THERE ARE PENETRATION THROUGH THE FIRE-RESISTANCE-RATED STAIR AND EXIT PASSAGEWAY ASSEMBLIES, THE PROTECTION OF THESE ASSEMBLIES PER VUSBC 716 SHALL BE SHOWN.

MECHANICAL AND ELECTRICAL CONSULTANTS / SUBCONTRACTORS SHALL PROVIDE IECC MECHANICAL AND ELECTRICAL COMPLIANCE CERTIFICATE PER VUSBC 1301.1.1

NEW OR REPAIRED POTABLE WATER SYSTEM SHALL BE PURGED OR DELETERIOUS MATERIAL DISINFECTED PRIOR TO UTILIZATION PER VUSBC CHAPTER 29.

MECH. SYSTEM CAN NOT USE HALLWAYS OR SPACE ABOVE THE HALLWAYS AS RETURN PLENUMS.

SYMBOL DESIGNATIONS

SECTION LETTER  
SHEET SECTION IS DRAWN ON  
BUILDING SECTION

DETAIL NUMBER  
SHEET DETAIL IS DRAWN ON  
DETAIL

ACCESSIBILITY

CABINETS, COUNTERS (I.E., RECEPTION AND KITCHENETTE), AND OTHER MISCELLANEOUS FURNISHINGS SHALL BE DESIGNED AND INSTALLED AT HEIGHTS THAT WILL BE ACCESSIBLE, AS REQUIRED BY ANSI A117.1.

Michael HENRY

ARCHITECT

PHONE (757) 599-1212

FAX (757) 599-4555

mike@mha-pc.com

181 Hermon Melville Ave

Port Warwick

Newport News, Va. 23606

www.mha-pc.com

PROJECT NAME:  
ADDITION & IMPROVEMENTS FOR:  
MEDICAL OFFICE FOR TOM & SHANNON POPE MD.  
201 GUMWOOD DRIVE  
SMITHFIELD, VA 23430

DWG TITLE:  
TITLE SHEET, CODE DATA & SHEET LIST

BY: [ ]

REVISION: [ ]

DATE: [ ]

NO: [ ]

FILE NAME: 2344 - A1

DATE: 16 JUL 24

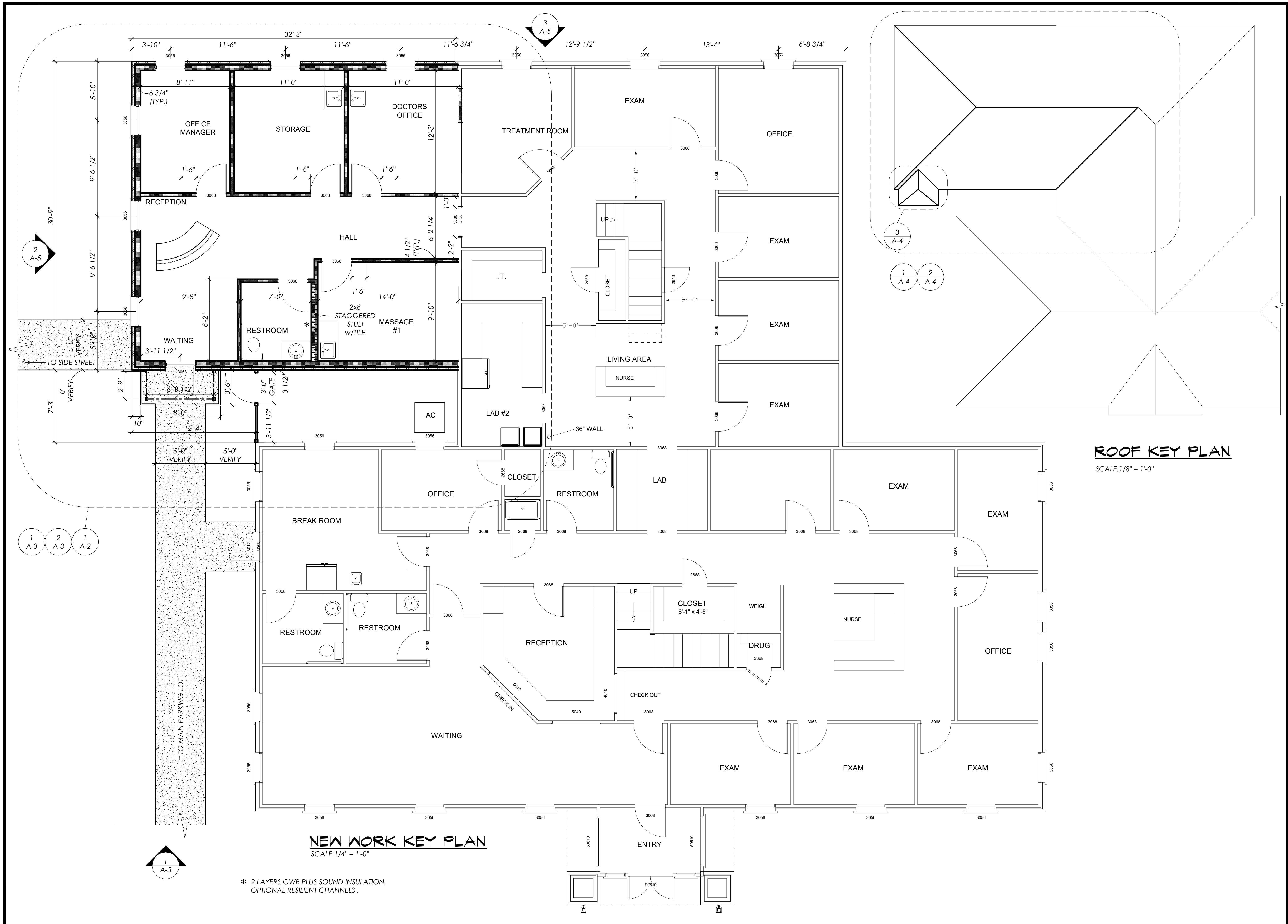
DRAWN BY: BLJP

CHECKED BY: CMH

JOB NO: 2344

SHEET 1 OF 7

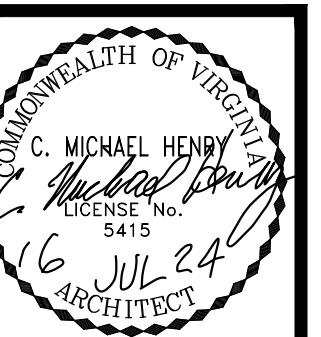




\* 2 LAYERS GWB PLUS SOUND INSULATION.  
OPTIONAL RESILIENT CHANNELS.

NO.	DATE	REVISION	BY

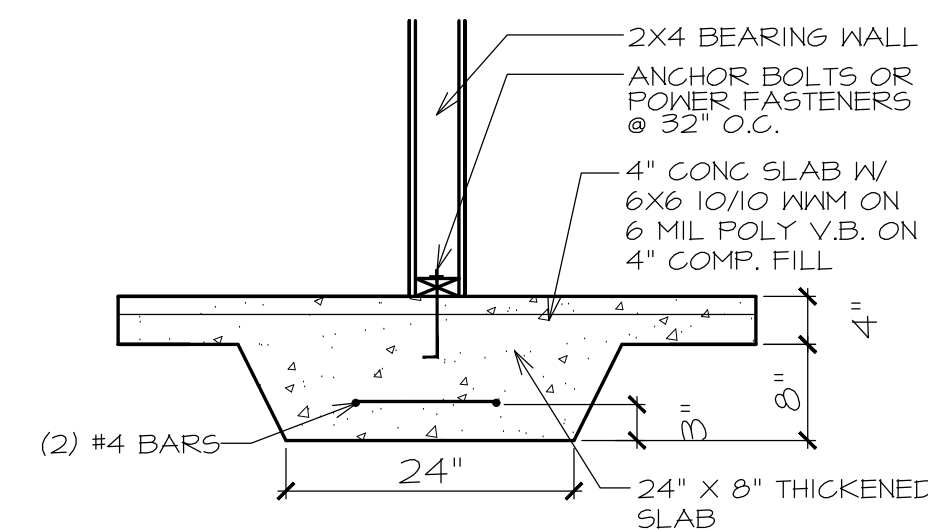
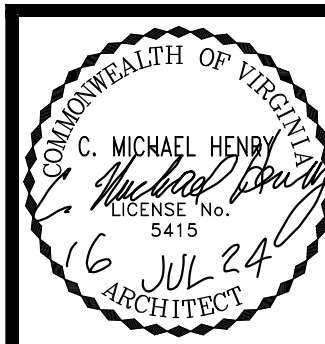
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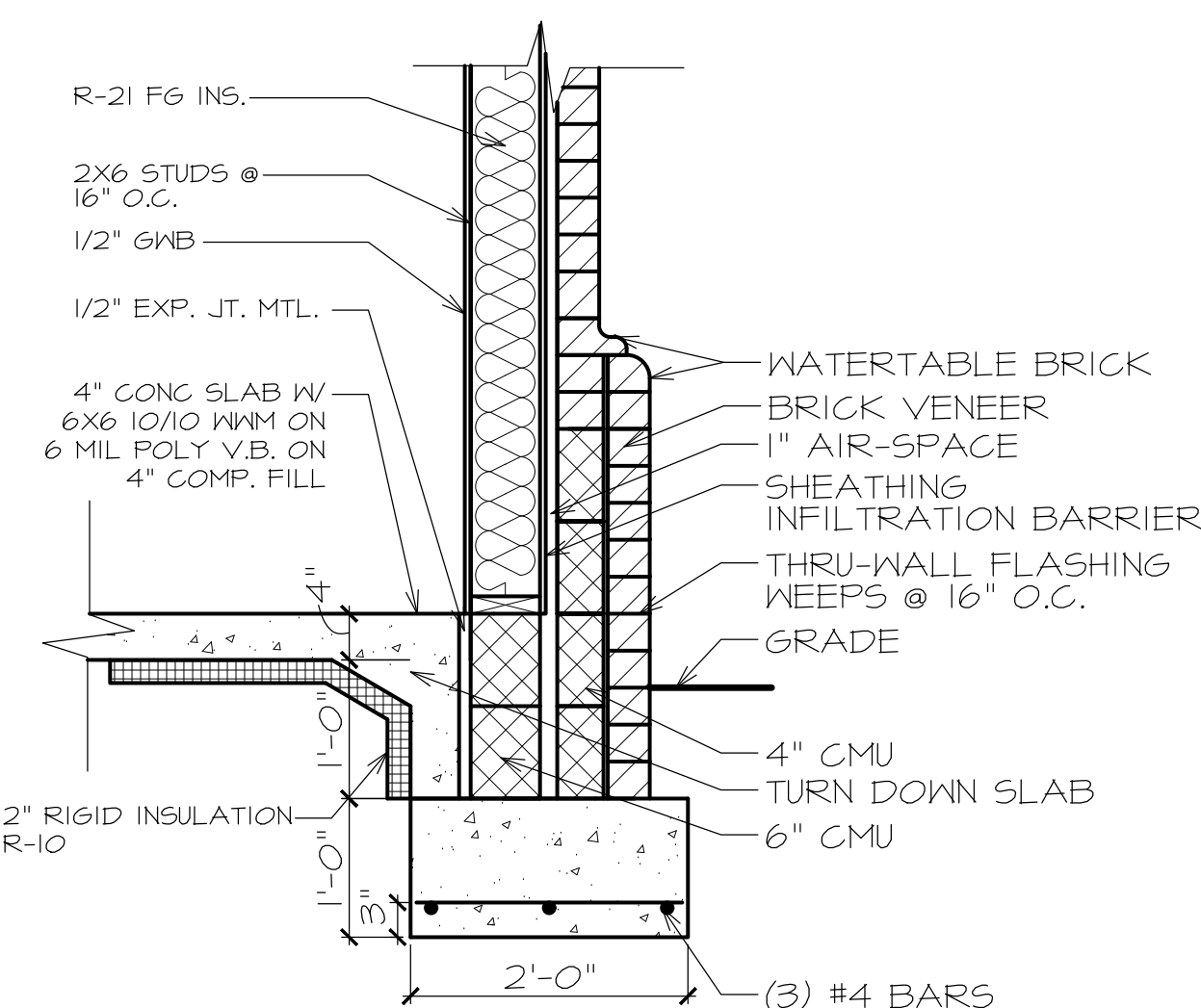


NO.	DATE	REVISION	BY

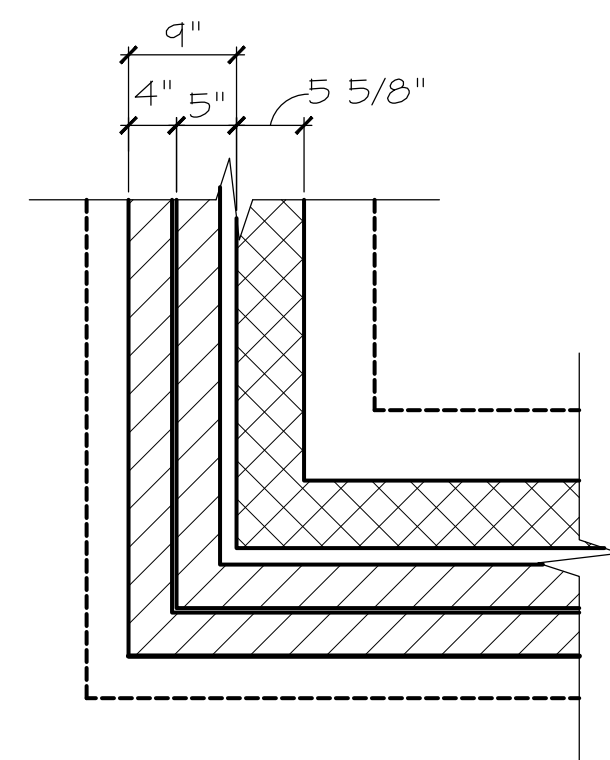
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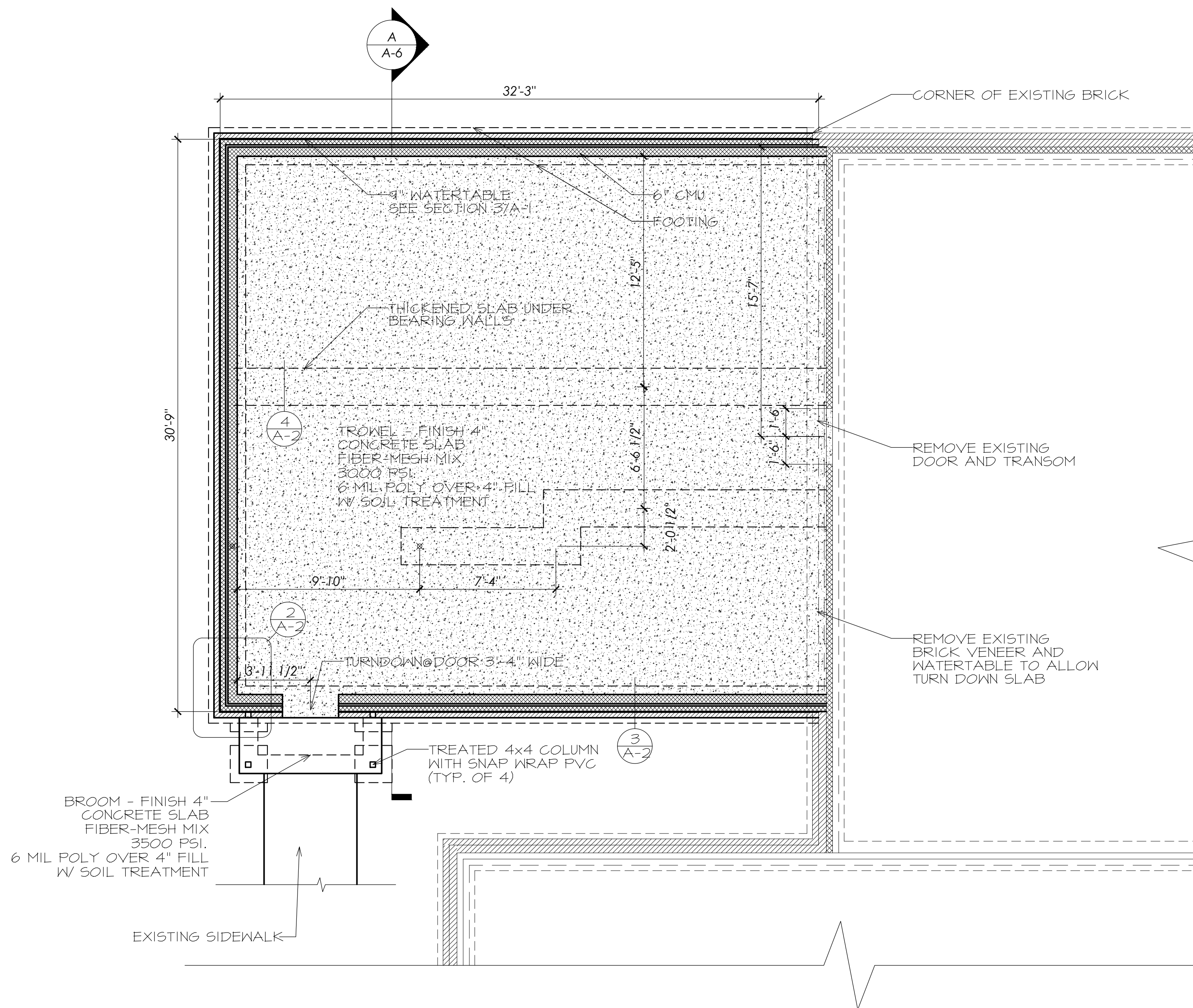
**4 THICKENED SLAB AT BEARING WALL**  
 A-2 SCALE: 3/4" = 1'-0"



**3 PERIMETER FOUNDATION DETAIL**  
 A-2 SCALE: 3/4" = 1'-0"



**2 FOUNDATION DETAIL**  
 A-2 SCALE: 3/4" = 1'-0"

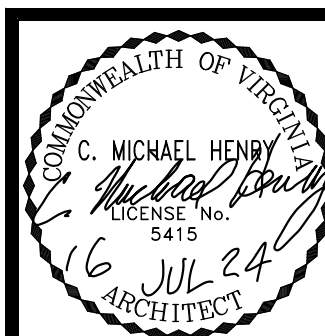


**1 NEW WORK PARTIAL FOUNDATION PLAN**  
 A-2 SCALE: 1/4" = 1'-0"



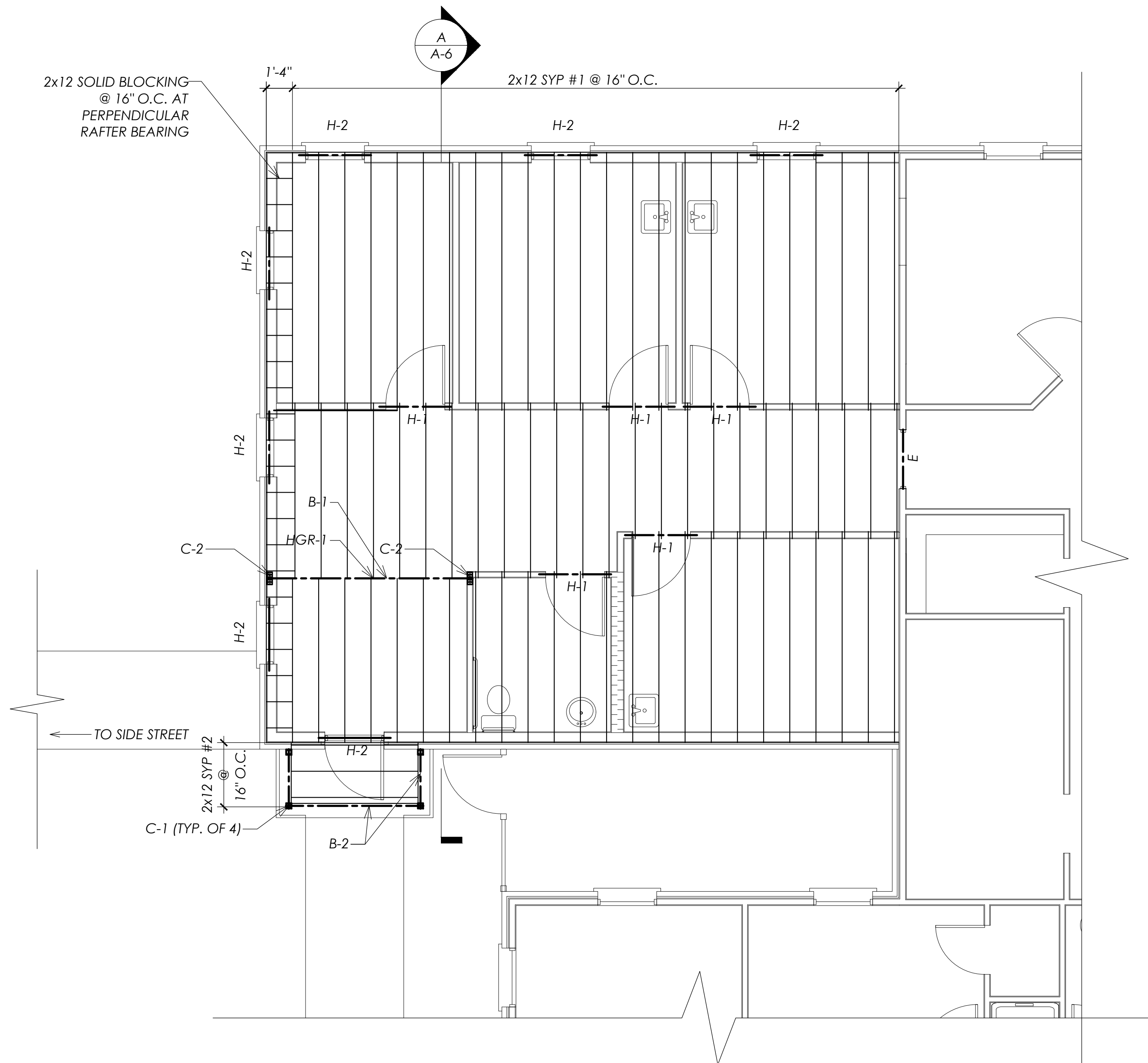
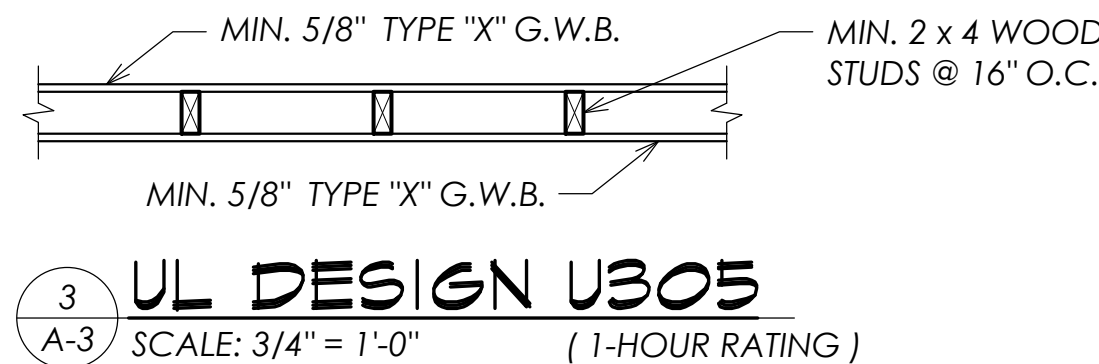
NO.	DATE	REVISION	BY

FILE NAME: 2344 - A1	DATE: 16 JUL 24	DRAWN BY: BLJ	CHECKED BY: CMH
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JOB NO: 2344

A-3



2  
A-3  
NEW WORK PARTIAL SECOND FLOOR FRAMING PLAN  
SCALE: 1/4" = 1'-0"

COLUMN SCHEDULE:  
C-1 = 4x4 TREATED SYP #2  
C-2 = (3) 2x4 STUDS

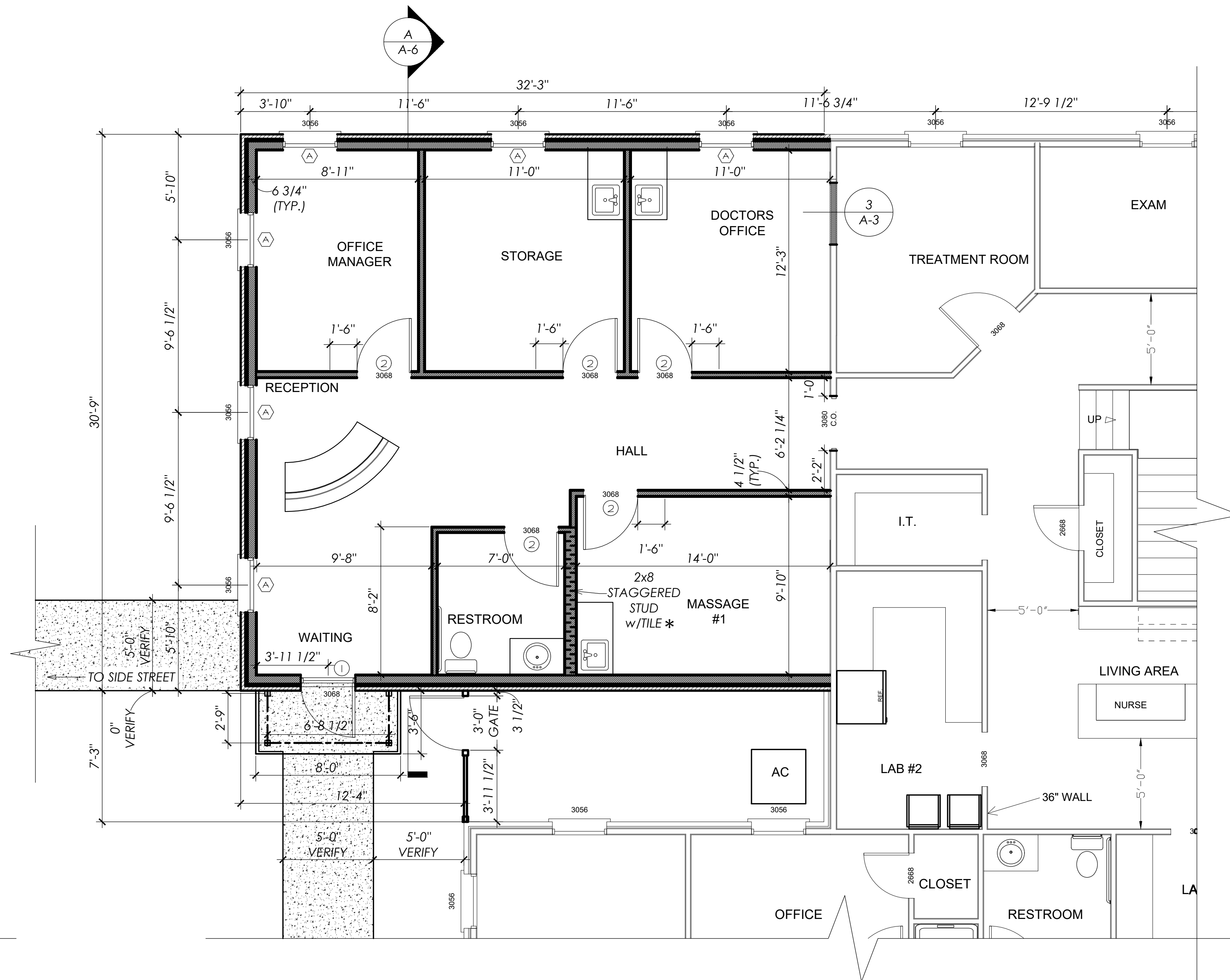
HEADER SCHEDULE:  
H-1 = (2) 2x8 W/ 1/2" CDX PLYWOOD  
H-2 = (3) 2x8 W/ (2) 1/2" CDX PLYWOOD

HANGER SCHEDULE:  
HGR-1 = LUS 210 (AT ALL 2x12 JOISTS)

BEAMS SCHEDULE:  
B-1 = FLUSH (2) 2x12  
B-2 = (2) 2x10 w/CDX PLYWOOD

FINISH SCHEDULE					
ROOM NAME	CEILING TYPE	WALL FINISH	BASE TRIM	FLOOR FINISH	REMARKS
WAITING	SATC	PAINT	VCB	VCT	
RECEPTION	SATC	PAINT	VCB	VCT	
OFFICE MANAGER	SATC	PAINT	VCB	VCT	
STORAGE	SATC	PAINT	VCB	VCT	
DOCTORS OFFICE	SATC	PAINT	VCB	VCT	
RESTROOM	SATC	PAINT	VCB	VCT	
MESSAGE I	SATC	PAINT	VCB	VCT	

VCB = 4" VINYL COVE BASE  
SATC = SUSPENDED ACOUSTIC TILE CEILING



1  
A-3  
NEW WORK PARTIAL FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

\* 2 LAYERS GWB PLUS SOUND INSULATION.  
OPTIONAL RESILIENT CHANNELS.

WINDOW SCHEDULE				
NO.	MODEL #	NOMINAL SIZE	DESCRIPTION	REMARKS
(A)	DC3056	3'-1" X 5'-8"	DOUBLE HUNG	

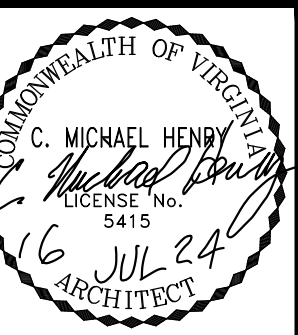
NOTE: ALL WINDOWS SHALL BE GLAD DC TW DH WOOD BY ANDERSEN.

DOOR SCHEDULE				
NO.	SIZE (WXH)	DESCRIPTION	NOTES	HARDWARE
(1)	3'-0" X 6'-8"	EXTERIOR FINH3168	1	ENTRY LOCK, DB, CLOSER
(2)	3'-0" X 6'-8"	INTERIOR	2	PASSAGE SET, STOP

NOTE: EXTERIOR DOORS ARE ANDERSEN OR EQUAL GLAD EXTERIOR, STAIN GRADE WOOD INTERIOR, TEMPERED INSULATED LOW-E GLASS.  
NOTE 1: ENTRY DOOR WITH FLEXFRAME TRANSOM  
NOTE 2: FLUSH SOLID CORE

NO.	DATE	REVISION	BY

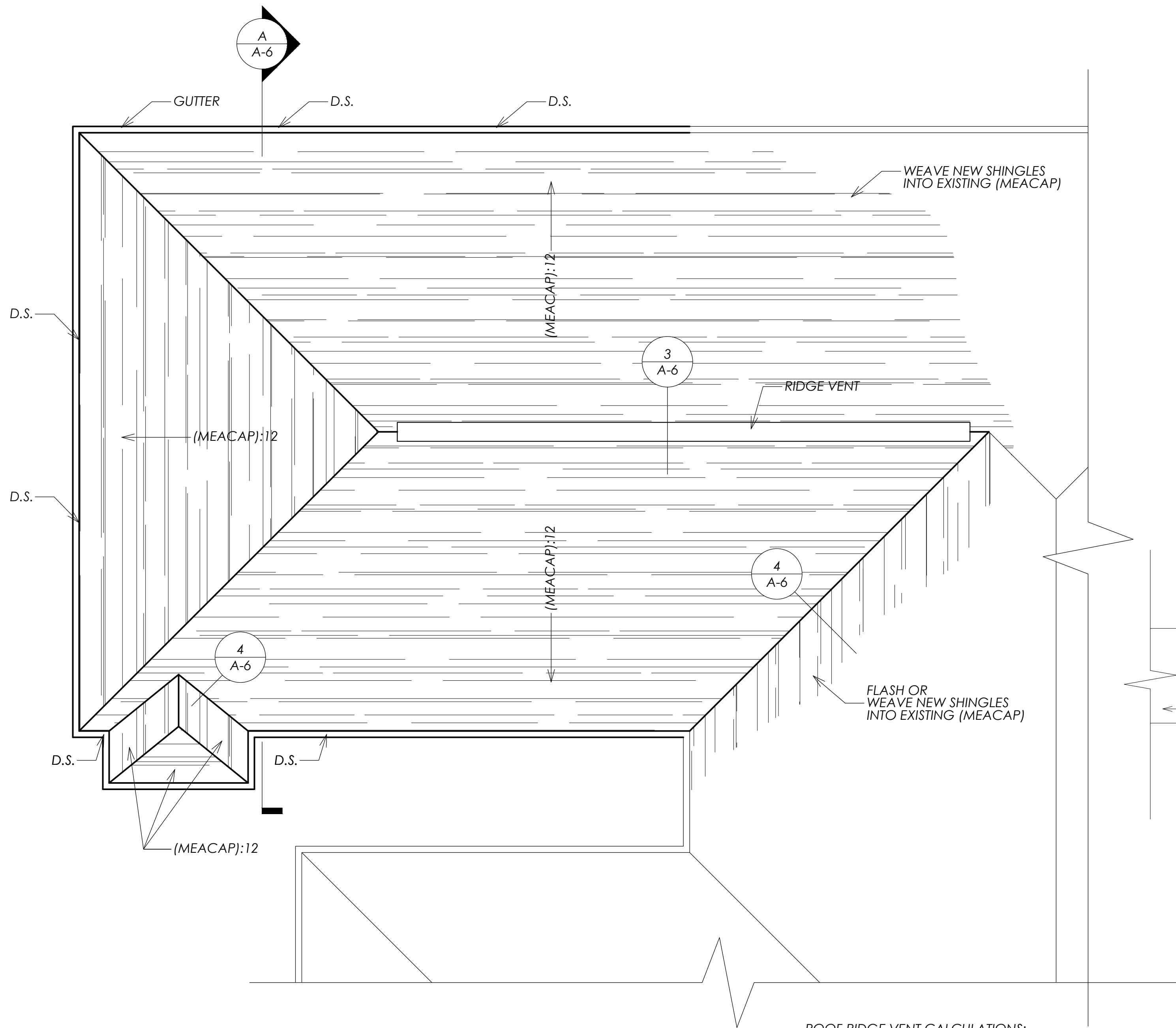
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JOB NO: 2344

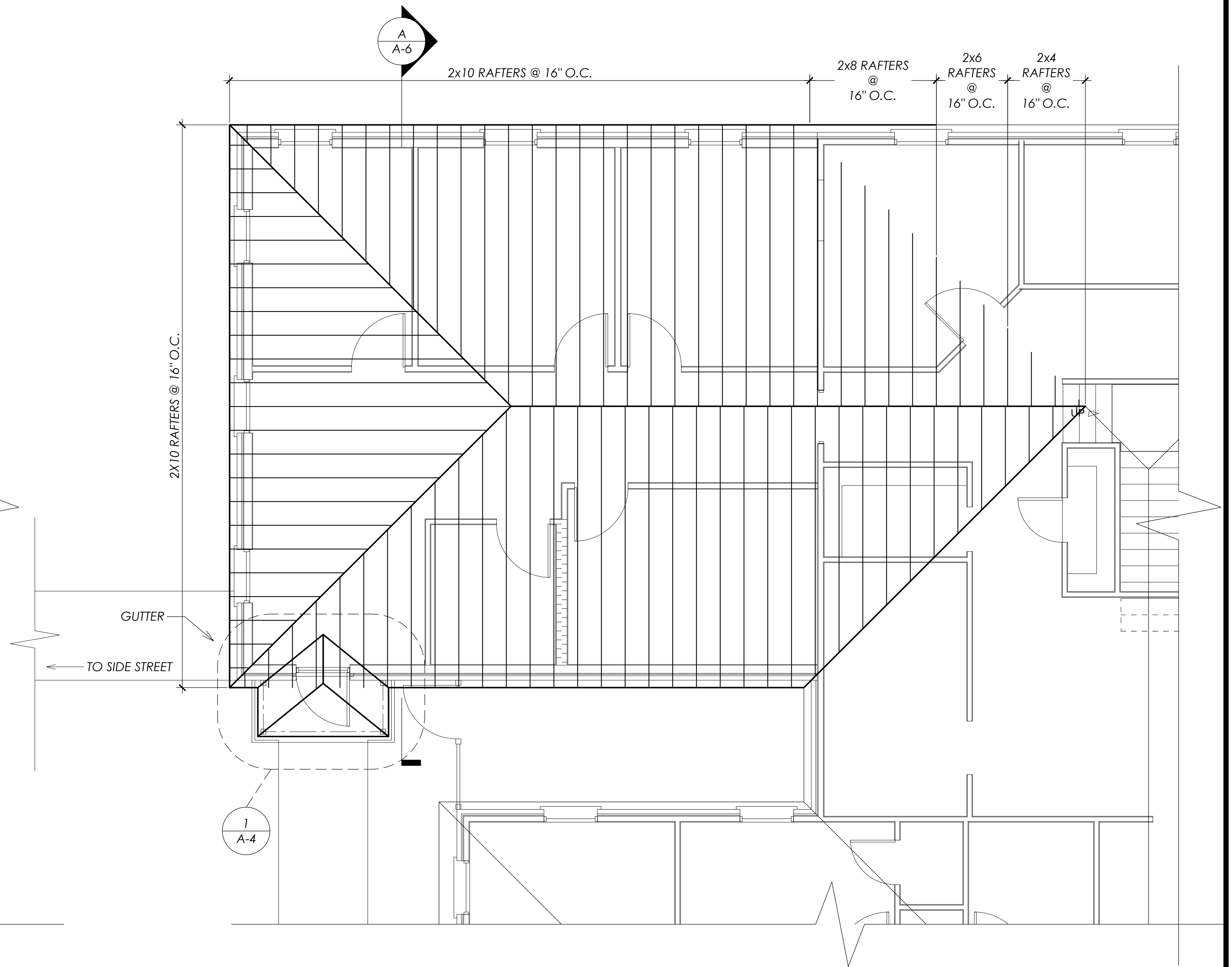
A-4

SHEET 5 OF 7

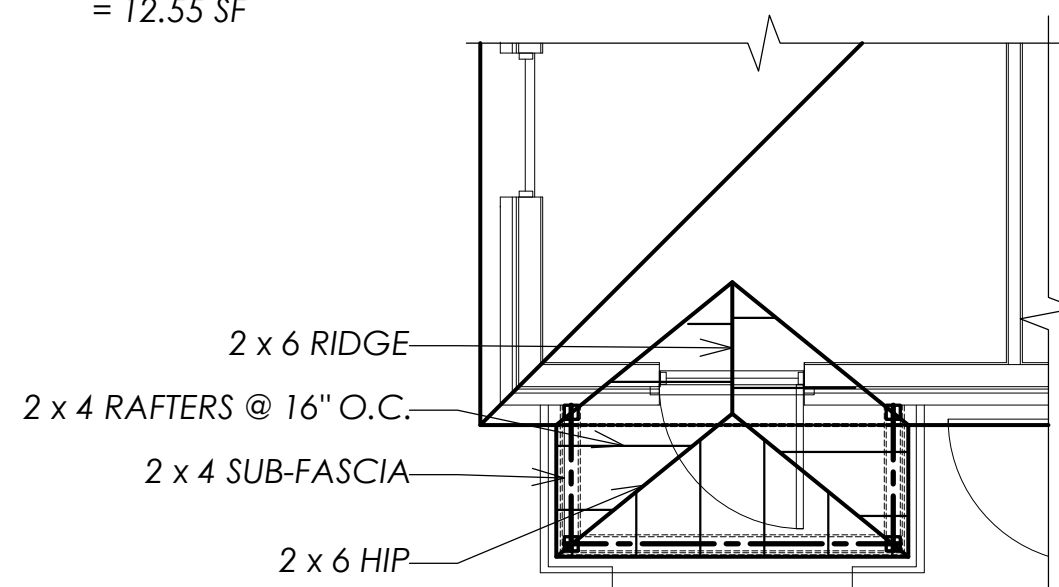


2  
A-4  
NEW WORK PARTIAL ROOF PLAN  
SCALE: 1/4" = 1'-0"

ROOF RIDGE VENT CALCULATIONS:  
REQUIRED 969 SF / 300 = 3.23 SF  
30'-0" RV x 18 = 540 SQ IN/144 = 3.75 SF  
96'-0" SV x 13.2 = 1267 SQ IN/144 = 8.8 SF  
TOTAL PROVIDED = 12.55 SF



1  
A-4  
NEW WORK PARTIAL ROOF FRAMING PLAN  
SCALE: 1/4" = 1'-0"

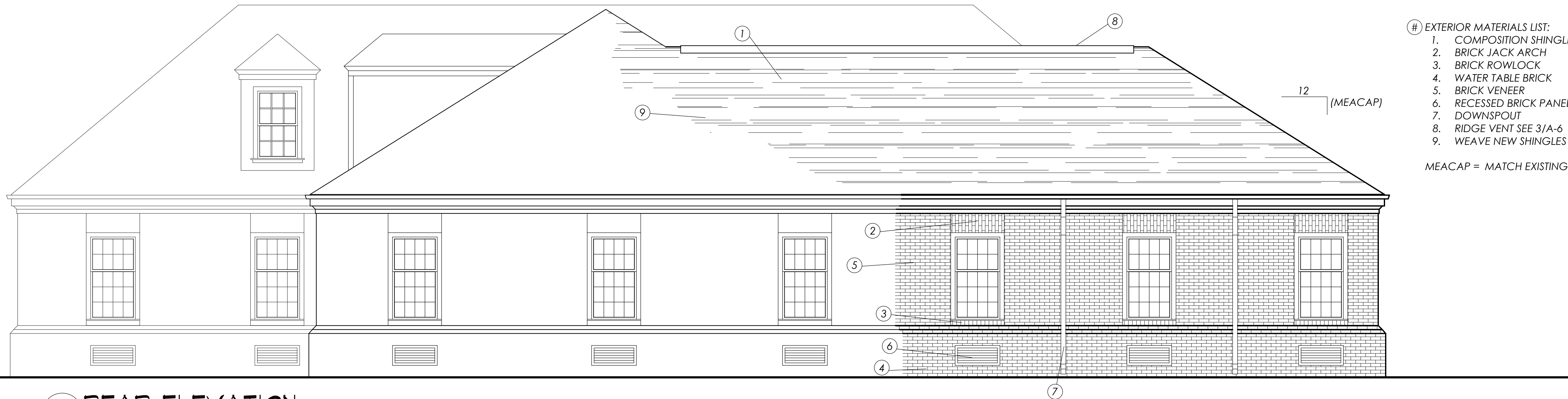


3  
A-4  
ENTRY PORCH ROOF FRAMING PLAN  
SCALE: 1/4" = 1'-0"



- (#) EXTERIOR MATERIALS LIST:
1. COMPOSITION SHINGLES
  2. BRICK JACK ARCH
  3. BRICK ROWLOCK
  4. WATER TABLE BRICK
  5. BRICK VENEER
  6. RECESSED BRICK PANEL w/BRICK ROWLOCK
  7. DOWNSPOUT
  8. RIDGE VENT SEE 3/A-6
  9. WEAVE NEW SHINGLES INTO EXISTING (MEACAP)

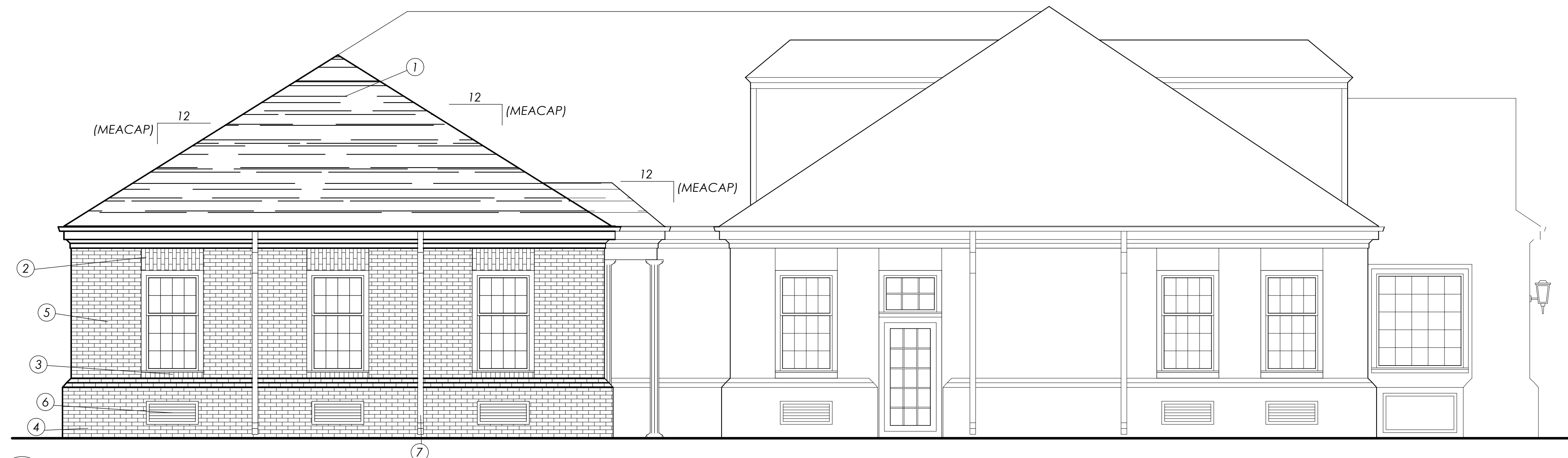
MEACAP = MATCH EXISTING AS CLOSE AS POSSIBLE.



3  
A-5  
**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



1  
A-5  
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

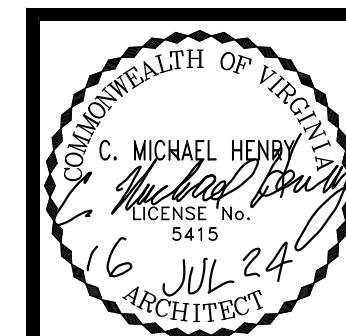


2  
A-5  
**LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"

PROJECT NAME: ADDITION & IMPROVEMENTS FOR: MEDICAL OFFICE FOR TOM & SHANNON POPE MD.  
201 GUMWOOD DRIVE  
SMITHFIELD, VA 23430  
DWG TITLE: ELEVATIONS

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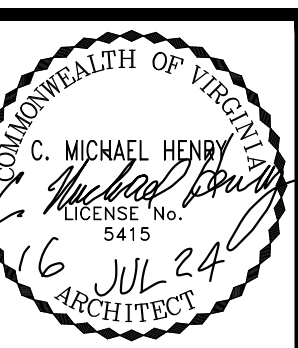
JOB NO.: 2344

A-5

SHEET 6 OF 7

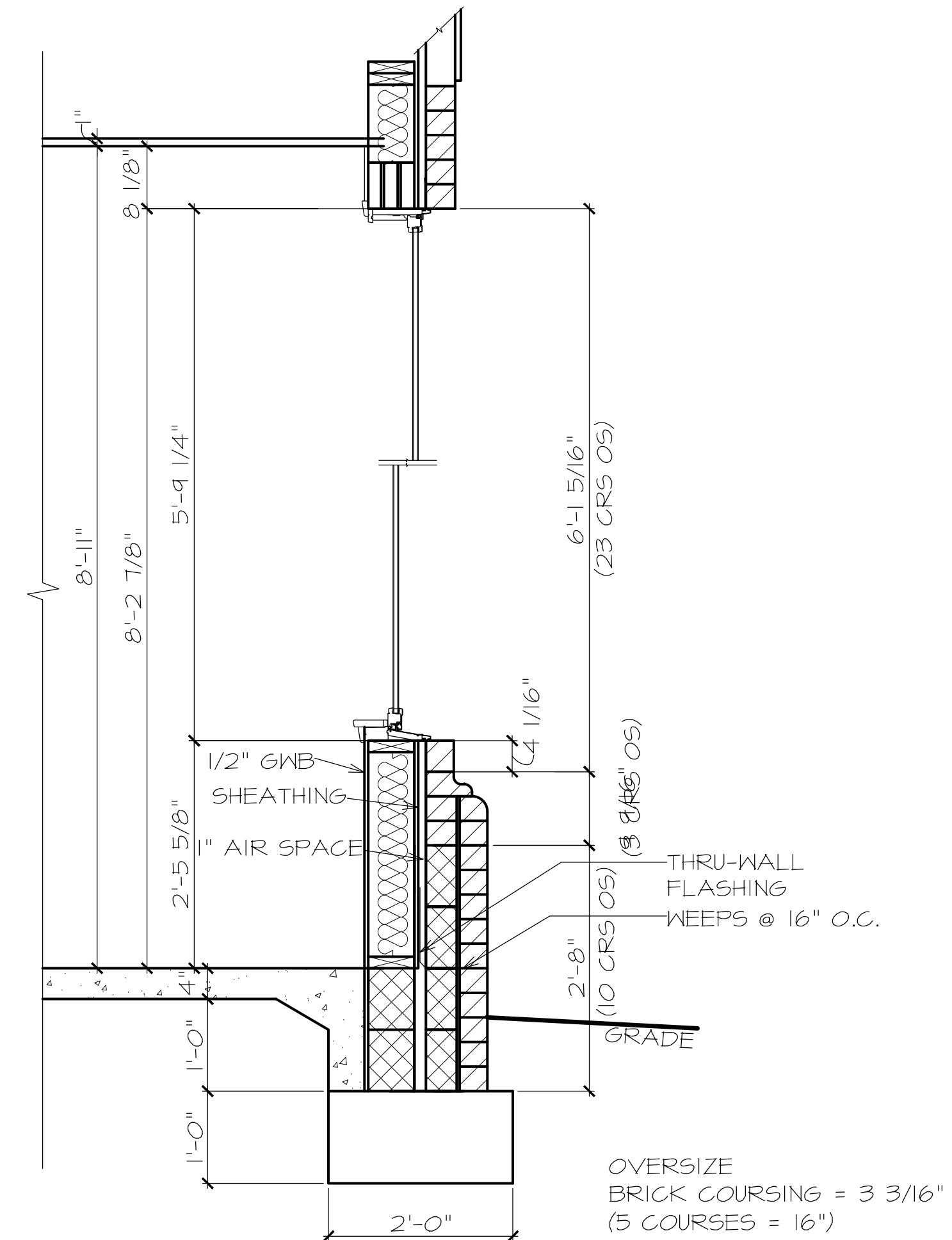
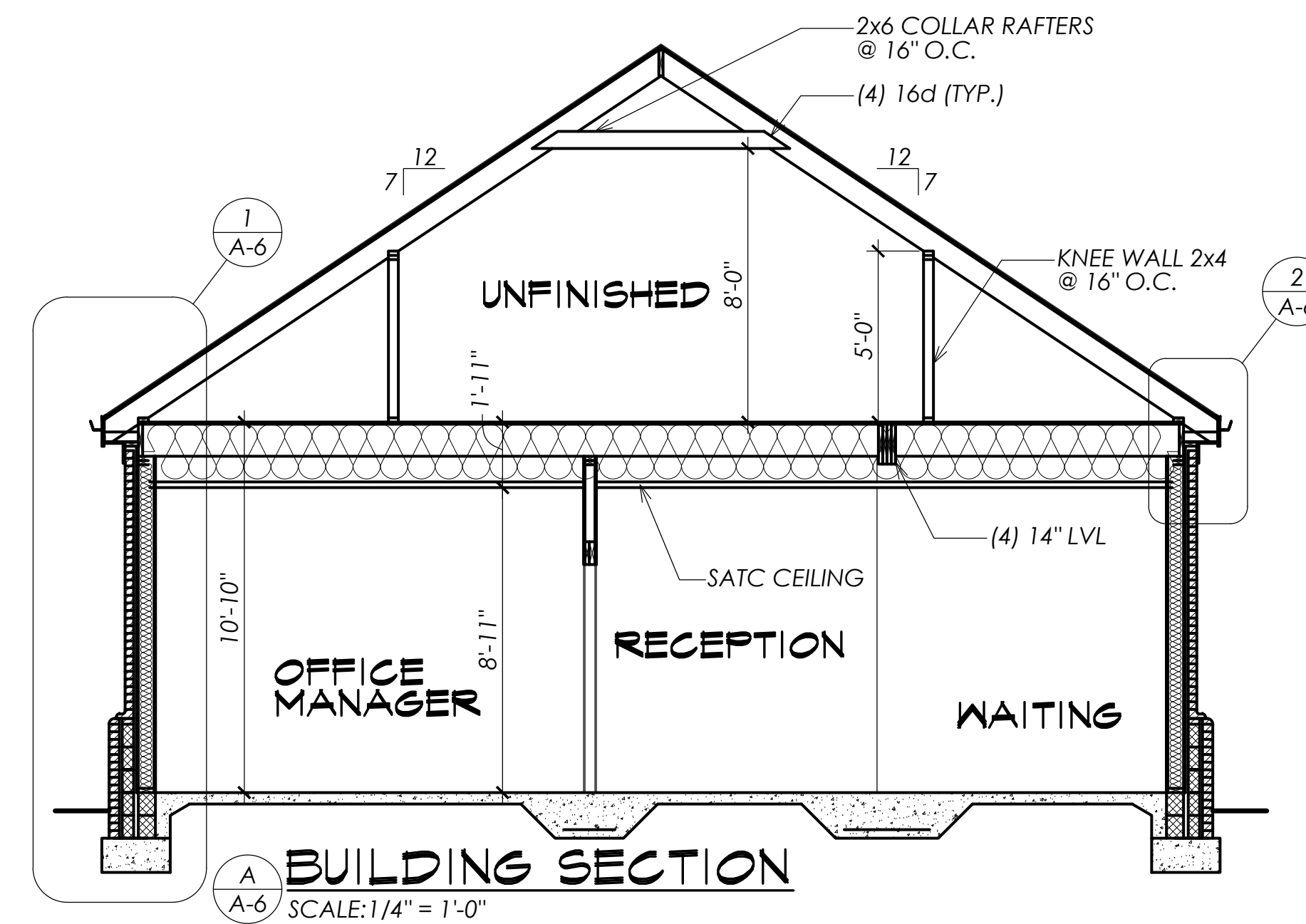
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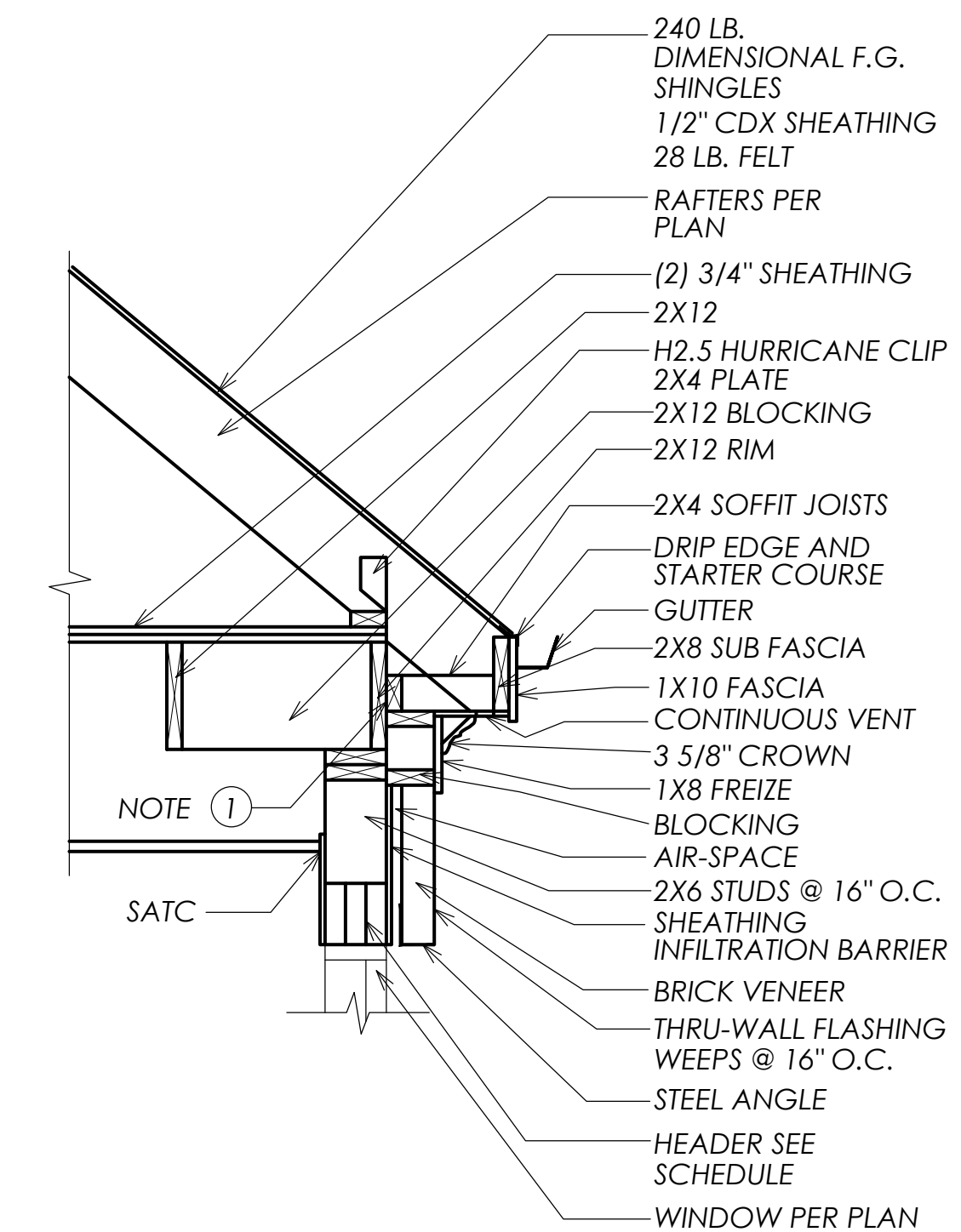
JOB NO: 2344

A-6

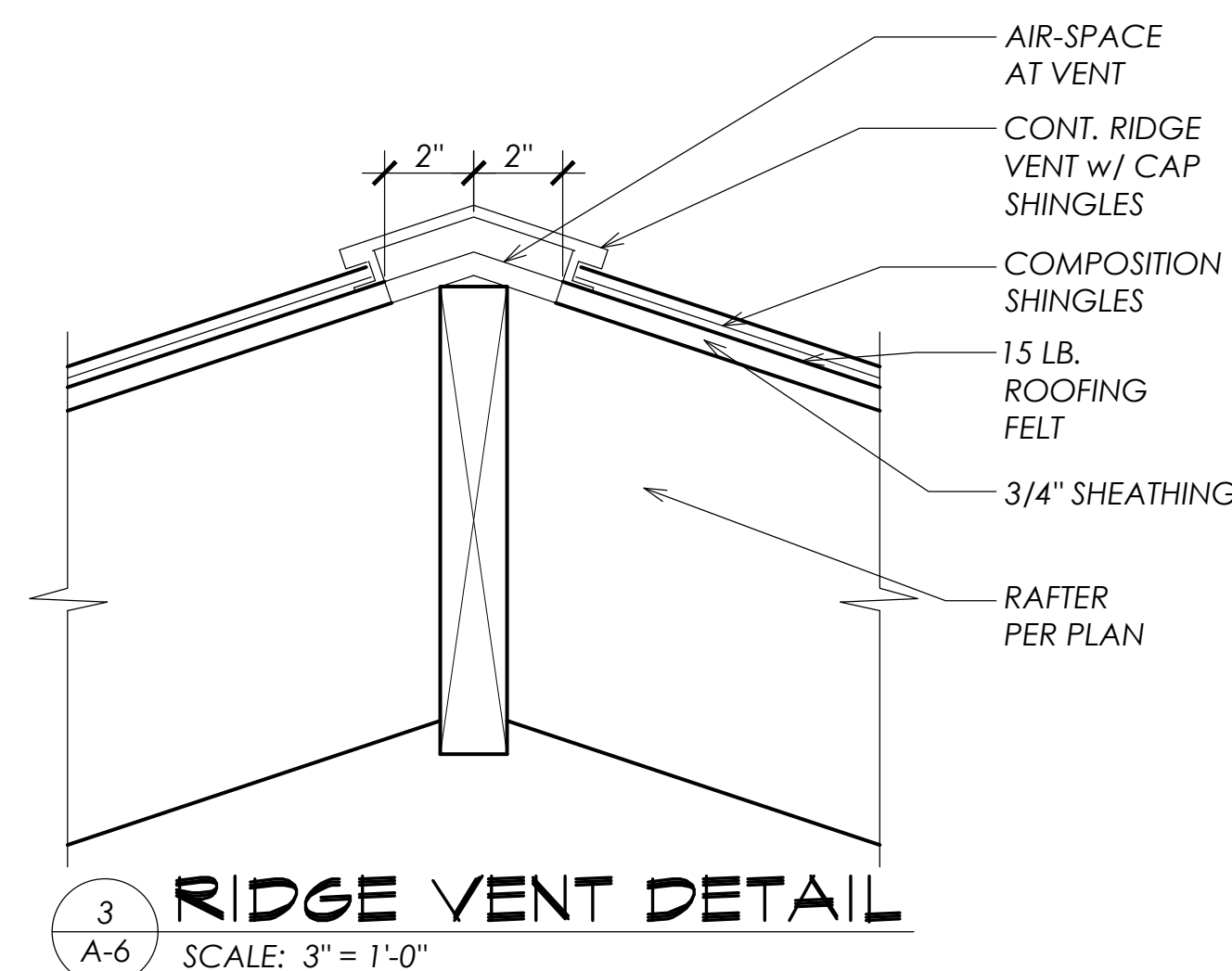


5 WALL SECTION  
A-6 SCALE: 3/4" = 1'-0"

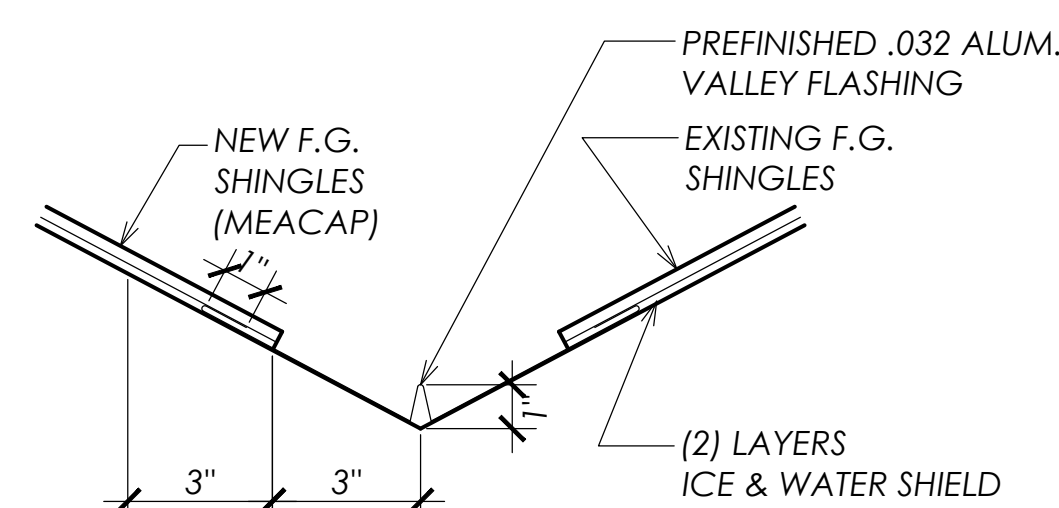
NOTE ① CONNECT 2X12 RIM JOIST TO STUDS WITH LAPPED SHEATHING OR MSTA STRAPS AT 16" O.C.



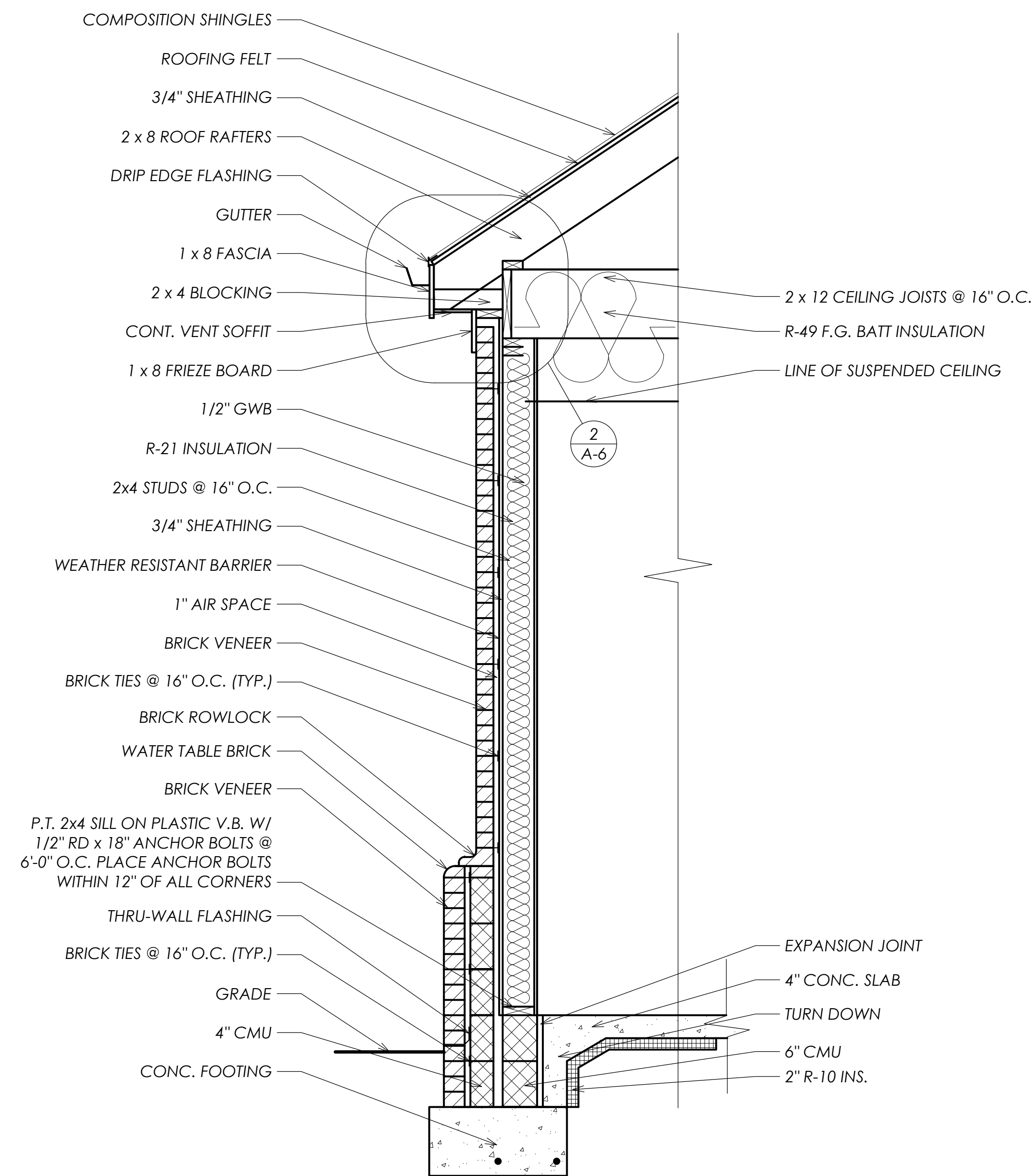
2 EAVE SECTION  
A-6 SCALE: 3/4" = 1'-0"



3 RIDGE VENT DETAIL  
A-6 SCALE: 3" = 1'-0"



4 VALLEY FLASHING  
A-6 SCALE: 3" = 1'-0"



1 WALL SECTION  
A-6 SCALE: 3/4" = 1'-0"

## TOWN COUNCIL REPORT

**ITEM:** Public Hearing Discussion: Entrance Corridor Overlay and Historic District Guidelines

**FROM:** Tammie Clary, Director of Planning and Community Development

**ATTACHMENTS:**

Description	Type	Upload Date
Public Hearing Notice - Entrance Corridor Overlay and Historic District Guidelines	Public Hearing	12/12/2024



NOTICE OF PUBLIC HEARING  
TOWN COUNCIL OF THE TOWN OF SMITHFIELD  
REVISION OF ENTRANCE CORRIDOR OVERLAY & HISTORIC DISTRICT  
GUIDELINES

Notice is hereby given that the Town Council of the Town of Smithfield, Virginia will hold a public hearing at the regular meeting of the Town Council in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia, on Tuesday, January 7<sup>th</sup>, 2025 at 6:30 p.m. to consider revisions to the Entrance Corridor Overlay (ECO) & Historic District (HD) Guidelines.

Any person affected by or interested in the aforesaid revisions may appear at the hearing and be heard. Copies of the current ECO & HD Guidelines for the Town of Smithfield, Virginia, are on file and may be examined in the Community Development & Planning Department, 310 Institute St, Smithfield, VA 23430.

TOWN OF SMITHFIELD, VIRGINIA

BY: Lesley G. King, Clerk

Publish: Wednesday, December 18<sup>th</sup>, 2024, and Wednesday, December 25<sup>th</sup>, 2024.

## **TOWN COUNCIL REPORT**

**ITEM:** Approval of Summary Minutes from December 3rd, 2024

**FROM:** William Riddick, Town Attorney

### **ATTACHMENTS:**

Description	Type	Upload Date
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## **TOWN COUNCIL REPORT**

**ITEM:** Motion to Award Contract for Mechanical, Electrical, and Utility Services

**FROM:** Edward Heide, Director of Public Works and Utilities

# **TOWN COUNCIL REPORT**

## **TOWN COUNCIL REPORT**

**ITEM:** Discussion Item: Bridger's Quarter

**FROM:** Tammie Clary, Director of Planning and Community Development

**ATTACHMENTS:**

Description	Type	Upload Date
Discussion Item: Bridger's Quarter	Cover Memo	1/3/2025

## **TOWN COUNCIL STAFF REPORT: DISCUSSION ITEM: BRIDGER'S QUARTER**

**TUESDAY, JANUARY 7<sup>th</sup>, 2025, 6:30 PM**

Town staff have received a conditional rezoning request from IOW County for approximately 17.5 acres of TPIN 32-01-009, which is the parcel that abuts the proposed Wawa on the corner of Turner Drive and Benns Church Blvd. The proposed rezoning would be General Commercial to facilitate storage facilities, medical offices, retail sales, general offices, and restaurant.

According to the conceptual plan, there will be 6 parcels, including a 2-story medical office building and a 3-story climate-controlled storage center. The property will be accessed by the connector road off the proposed roundabout and full access intersection off Benn's Church Blvd.

According to the project narrative, this rezoning request aligns with the current Newport DSD Future Land Use Map which identified this property as Business and Employment.

This application was provided to the Town for any additional comments, due January 20<sup>th</sup>.

Staff suggest a robust discussion and consensus on comments.

*Please direct inquiries to Tammie Clary at 1-(757)-365-4200 or [tclary@smithfieldva.gov](mailto:tclary@smithfieldva.gov).*

