

SMITHFIELD TOWN COUNCIL AGENDA

July 2, 2019 at 6:30 p.m.

Held at Smithfield Center, 220 N. Church Street



A. INFORMATIONAL SECTION:

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

B. UPCOMING MEETINGS AND ACTIVITIES:

July	2	-	6:30 p.m. – Town Council Meeting
July	3	-	9:30 p.m. – Annual Fireworks Display @ Clontz Park
July	4 & 5	-	Town Administrative Offices Closed in Observance of Independence Day
July	9	-	4:00 p.m. - Pinewood Heights Management Team Meeting
July	9	-	6:30 p.m. – Planning Commission Meeting
July	16	-	6:30 p.m. – Board of Historic and Architectural Review
July	22	-	3:00 p.m. – Town Council Committee Meetings (Consecutive) Public Safety Committee Water and Sewer Committee Finance Committee
July	23	-	3:00 p.m. – Town Council Committee Meetings (Consecutive) Parks and Recreation Committee Public Works Committee Public Buildings and Welfare Committee

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

C. Public Comments:

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

- a. Briefing by Mr. Dick Grice, Isle of Wight County Board of Supervisors, Smithfield District

D. Council Comments

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

E. Summary of Consent Agenda Items

- a. Water and Sewer Committee Chair, Vice Mayor Smith
- b. Finance Committee Chair, Mr. Randy Pack
- c. Parks and Recreation Committee Chair, Mr. Wayne Hall
- d. Public Works Committee Chair, Ms. Beth Haywood
- e. Public Buildings and Welfare Committee Chair, Ms. Valerie Butler

CONSENT AGENDA ITEMS

- C1. Sanitary Sewer Rehabilitation Services – Request to Execute Contract **TAB # 1**
Water and Sewer Committee Chair, Vice Mayor Smith**
- C2. Underground Utility Services – Request to Execute Contract **TAB # 2**
Water and Sewer Committee Chair, Vice Mayor Smith**
- C3. FOG Program – Request to Execute Agreement **TAB # 3**
Water and Sewer Committee Chair, Vice Mayor Smith**
- C4. Invoices Over \$10,000 Requiring Council Authorization:
Finance Committee Chair, Mr. Randy Pack**
- a. Blair Brothers, Inc. (Smfd Blvd – pipe replacement) \$ 41,360.00
 - b. Blair Brothers, Inc. (repaving of the 100 & 200 blocks of Main Street) \$ 99,800.00
 - c. Tri-State Utilities (sewer rehabilitation work) \$ 44,780.00
 - d. IOW Christian Outreach (Annual Contribution FY 2019) \$ 12,650.00
- Additional Invoice since Finance Committee Requiring Council Authorization: **TAB # 3-A****
- e. Docks of the Bay \$234,965.59
 - f. Tri-State Utilities Co. (sewer rehabilitation work) \$ 19,358.75
 - g. Lewis Construction of Virginia Inc. (install 12” valve @ RO Plant) \$ 11,190.00
 - h. Lewis Construction of Virginia Inc. (install 12” valve @ Holt St & Wilson Rd) \$ 20,326.00
- C5. Line of Credit with TowneBank – Request to Renew **TAB # 4**
Finance Committee Chair, Mr. Randy Pack**
- C6. Line of Credit with Farmers Bank – Request to Renew **TAB # 5**
Finance Committee Chair, Mr. Randy Pack**
- C7. Financial Advisory Services – Request to Execute Contract **TAB # 6**
Finance Committee Chair, Mr. Randy Pack**
- C8. Joseph W. Luter, Jr. Sports Complex – Request to Amend Fee Structure **TAB # 7**
Parks and Recreation Committee Chair, Mr. Wayne Hall**
- C9. Street Maintenance Services – Request to Execute Contract **TAB # 8**
Public Works Committee Chair, Ms. Beth Haywood**

- C10. **Demolition Services – Request to Renew Contract** **TAB # 9**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler
- C11. **Town Hall Alterations – Request to Proceed** **TAB # 10**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler
- C12. **Fireworks Display – Request to Use Clontz Park** **TAB # 11**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler
- C13. **Pinewood Heights Relocation Project – Phase IV – Accept Deeds for 5 Pinewood Drive and 44 Carver Avenue**
Public Buildings and Welfare Committee Chair, Ms. Valerie Butler

ACTION SECTION

1. **Motion to Adopt Appropriation Resolution for Funds for Fiscal Year 2019/2020, Effective, July 1st, 2019** **TAB # 12**
Finance Committee Chair, Mr. Randy Pack
2. **Motion to Adopt Ordinance to Increase Real Estate Tax Rate** **TAB # 12-A**
3. **Motion to Adopt Ordinance to Increase Cigarette Tax** **TAB # 12-B**
4. **Motion to Adopt Ordinance to Increase the Town’s Water Rates** **TAB # 12-C**
5. **Motion to Adopt Ordinance to Increase the Town’s Sewer Rates** **TAB # 12-D**
6. **Motion to Approve the Town Council Meeting Minutes of June 4th & June 24th, 2019**
William H. Riddick, III, Town Attorney
7. **New Business:**
- a. **Smithfield to Nike Park Trail - Segment 3 Alternatives Project – Task Order from Kimley Horn Associates** **TAB # 14**
8. **Old Business:**
9. **Adjournment:**

**COMMITTEE
SUMMARY REPORTS**

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC SAFETY COMMITTEE MEETING
HELD ON MONDAY, JUNE 24TH, 2019

The Public Safety Committee met Monday, June 24th, 2019 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mrs. Denise Tynes, Chair; and Mr. Wayne Hall. Other Council members present were Mr. Michael G. Smith, Vice Mayor; Mr. Randy Pack, Ms. Valerie C. Butler and T. Carter Williams, Mayor. Staff members present were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. John Settle, Community Development & Planning Director; Mr. Alonzo Howell, Chief of Police; Mr. Christopher Meier; Police Lieutenant; Mr. Wayne Griffin, Town Engineer; Ms. Ashley Rogers, Director of Human Resources; Mr. Jeffrey Smith, Smithfield Volunteer Fire Department; and Ms. Amy Novak, Director of Parks and Recreation. The media was represented by Mr. Frederic Lee of The Smithfield Times.

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

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

1. Operational Updates: Smithfield Police Department – Chief Alonzo Howell stated that he does not have a lot to report on in the form of operational updates. This past Saturday they did administer a police exam and they will be testing again tomorrow for the vacancies they have within the department. At this time the department has two (2) new officers that are currently in the academy and doing well. Chief Howell mentioned now that school is out we have had a small uptick in vandalism. There has also been an increase in vehicular breakins. The department encourages everyone to remove valuables from their vehicles and lock their doors. Chief Howell reported that recently they responded to an incident in the Riverview area where shots were fired. This is an active and ongoing investigation.

Mrs. Tynes stated in light of the recent shooting at Buckroe Beach in Hampton the twelve year old child that was shot is from our community. She asked that everyone keep him and his

mother in our thoughts. He is recovering at the hospital; however it will be a long term recovery. He has already had two surgeries with another surgery planned from his injuries.

2. Operational Updates: Smithfield Volunteer Fire Department – Due to an emergency call that came in on their way to committees they will be rescheduled to give committee an update next month.

3. Operational Updates: Smithfield Volunteer Rescue Squad - Due to an emergency call that came in on their way to committees they will be rescheduled to give committee an update next month.

The meeting adjourned at 3:05 p.m.

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE WATER & SEWER COMMITTEE
MEETING HELD ON MONDAY, JUNE 24TH, 2019.

The Water & Sewer Committee held a meeting on Monday, June 24th, 2019 at 3:05 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Vice Mayor Michael G. Smith, Chair; Mrs. Denise Tynes, and Mr. Randy Pack. Council members also in attendance were Ms. Valerie C. Butler, Mr. Wayne Hall, and T. Carter Williams, Mayor. Staff members in attendance were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. John Settle, Community Development and Planning Director; Mr. Wayne Griffin, Town Engineer; Ms. Ashley Rogers, Director of Human Resources; and Ms. Amy Novak, Director of Parks and Recreation. The media was represented by Mr. Frederic Lee of The Smithfield Times.

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

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

1. Request for Proposals – Sanitary Sewer Rehabilitation Services – The Town Manager explained that town staff issued a Request for Proposals (RFP) for Sanitary Sewer Rehabilitation Services due to the fact that our existing contract with Tri-State has expired. Mr. Griffin, Mr. Snead, and the Town Manager evaluated the proposals according to the following criteria: 1) The firm's experience, qualifications, expertise, and performance in providing services outlined in the RFP; 2) The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and 3) The cost of providing the services as outlined in the RFP. Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Prism Contractors and Engineers, Inc. for Sanitary Sewer Rehabilitation Services. Town staff believes Prism Contractors and Engineers, Inc. made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms. The Town Manager stated that he recommends Town Council authorize him to execute a contract with Prism Contractor's and Engineers, Inc. for Sanitary Sewer Rehabilitation Services. Vice Mayor Smith mentioned that he had spoken with Mr. Snead and this contract was mostly price driven. This item will be placed on Town Council's July 2nd agenda for consideration.

2. Request for Proposals – Underground Utility Services – The Town Manager explained that town staff issued a Request for Proposals (RFP) for Underground Utility Services due to the fact that our existing contract with Lewis Construction of Virginia, Inc. has expired. Mr. Griffin, Mr. Snead, and the Town Manager evaluated the proposals according to the following criteria: 1) The firm's experience, qualifications, expertise and performance in providing the services outlined in the RFP; 2) The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and 3) The cost of providing the services as outlined in the RFP. Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Lewis Construction of Virginia for Underground Utility Services. Town staff believes Lewis Construction of Virginia made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms. The Town Manager stated that he recommends Town Council authorize him to execute a contract with Lewis Construction of Virginia for Underground Utility Services. This item will be placed on Town Council's July 2nd agenda for consideration.

3. FOG Program – Request to Execute Agreement – The Town Manager mentioned that attached to this memo is a Memorandum of Agreement (MOA) between the Hampton Roads Sanitation District (HRSD) and the Localities within Hampton Roads, including the Town of Smithfield. The purpose of the agreement is to establish a procedure by which the Hampton Roads localities and HRSD mutually cooperate in ensuring the installation or upgrade of grease control devices in food establishments requiring such devices. The overall goal of the program is to reduce the impact of discharges of fats, oils, and grease (FOG) to the sanitary sewer system of each locality and HRSD. Doing such will help minimize sanitary sewer overflows. The Town Manager stated that he recommends Town Council authorize him to execute the MOA with HRSD. Mr. Pack asked if we have food service establishments in the town that do not have these devices. The Town Manager was not sure; however the town does have a FOG inspector that ensures that all establishments are in compliance. Mr. Pack asked for the purpose of the MOA with HRSD. The Town Manager stated that in the event the locality is unable to secure compliance by such means as it deems appropriate the town would notify HRSD and they will step in and do what they can in terms of enforcement. This item will be placed on Council's agenda for July 2nd for consideration.

Meeting adjourned at 3:12 p.m.

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE FINANCE COMMITTEE MEETING
HELD ON MONDAY, JUNE 24TH, 2019

The Finance Committee met on Monday, June 24th, 2019 at 3:12 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were: Mr. Randy Pack, Chair; Ms. Valerie Butler and Mr. Michael G. Smith, Vice Mayor. Other Council members present were Mrs. Denise N. Tynes, Mr. Wayne Hall, and T. Carter Williams, Mayor. Staff members present were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Mr. John Settle, Director of Community Development and Planning; Mr. Wayne Griffin, Town Engineer; Ms. Ashley Rogers, Director of Human Resources; and Ms. Amy Novak, Director of Parks and Recreation. The media was represented by Mr. Frederic Lee of The Smithfield Times.

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

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

1. Invoices Over \$10,000 Requiring Council Authorization:
 - a. Blair Brothers, Inc. \$41,360.00
This invoice from Blair Brothers, Inc. is for pipe replacement work on Smithfield Boulevard that was approved by Town Council on February 5th, 2019. This work has been completed to staffs satisfaction. Committee recommends sending this invoice to Council for consideration.
 - b. Blair Brothers, Inc. \$99,800.00
This invoice from Blair Brothers is for the repaving of the 100 and 200 blocks of Main Street. Committee recommends sending this invoice to Council for consideration.
 - c. Tri-State Utilities \$44,780.00
This invoice from Tri-State Utilities is for sewer rehabilitation work. Committee recommends sending this invoice to Council for consideration.
 - d. IOW Christian Outreach \$12,650.00
This item is to disburse the budgeted annual contribution of \$12,650.00 to Isle of Wight Christian Outreach for FY 2019. Committee recommended sending this item to Council for consideration.

2. Line of Credit with TowneBank – Request to Renew – The Town Manager stated that the town’s line of credit with TowneBank is up for renewal. This line of credit was established for the Pinewood Heights Relocation project. The Town Manager stated that he is requesting Town Council authorize him and the Town Treasurer to renew the line of credit with TowneBank in the amount of \$500,000. Committee recommended sending this item to Town Council for consideration.

3. Line of Credit with Farmers Bank – Request to Renew - The Town Manager stated that the town’s line of credit with Farmers Bank is up for renewal. This line of credit was established to pay operating expenses, if needed. The Town Manager stated that he is requesting Town Council authorize him and the Town Treasurer to renew the line of credit with Farmers Bank in the amount of \$1,000,000. Committee recommended sending this item to Town Council for consideration.

4. Financial Advisory Services – Request to Execute Contract - The Town Manager explained that town staff issued a Request for Proposals (RFP) for Financial Advisory Services. The Town is not currently under contract with a Financial Advisor. The selected firm will provide the services outlined in the RFP. The Town Manager and the Town Treasurer evaluated the proposals received according to the following criteria: 1) The proposer’s experience, expertise, and performance in providing similar or related services; 2) Qualification and experience of the team that the proposer intends to assign to this work; and 3) the proposer’s overall suitability to provide the services set forth in the RFP in a timely manner. Based on the evaluation criteria outlined above and interviews held, Town staff recommends entering into a contract with Davenport & Company, LLC for Financial Advisory Services. The contract will be for three years with the Town’s option to renew for two additional on-year terms. The Town Manager stated that he is recommending Town Council authorize him to execute a contract with Davenport & Company, LLC for Financial Advisory Services. The Town Manager stated that if Council does approve Davenport & Company, LLC coming on board staff would work with them over the next couple months to put together a comprehensive financial review with financial policy guidelines and a multi-year plan for finance. They would come back to Town Council in the September/October timeframe with a presentation. Mr. Pack stated that this is one of the items that they had discussed at their retreat and would recommend Town Council move forward with this request. This item will be placed Council’s agenda for July 2nd for consideration.

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

1. April Financial Statements – The Town Manager stated that this item is for informational purposes only at this time. May Financial Statements should be completed by end of next week.

2. May Cash Balances / VML Investment Pool Update – Mr. Pack mentioned that the cash balances for May appear to be in line from previous month. The VML Investment Pool appears to be up this month from last month. Water = \$787,457.37; Water Debt Service = \$844,909.23; Water Capital Escrow Availability Fees = \$655,354.29; Water Treatment Plant Escrow = \$11,632.13; Water Deposit Account = \$90,367.11; Water Development Escrow = \$161,823.21;

Subtotal Water = \$2,551,543.34. Sewer = \$245,610.68; Sewer Development Escrow = \$426,672.58; Sewer Capital Escrow Availability Fees = \$1,070,782.47; Sewer Compliance = \$2,369,315.21; **Subtotal Sewer = \$4,112,380.94.** Highway = **\$129,973.25.** General Fund = \$5,627,359.70; Payroll = \$104,283.56; Money Market General Fund Towne Bank = \$38,757.17; Business Super NOW-General Fund = \$34,599.85; Money Market General Fund Farmers Bank = \$295,937.23; General Fund Capital Escrow = \$217,487.44; Certificate of Deposit = \$527,222.57; Certificate of Deposit Police Dept = \$37,118.01; Special Project Account = \$32,457.59; Pinewood Heights Escrow = \$71,643.09; SNAP Program = \$2,218.75; Museum Account = \$200,786.85; Windsor Castle Acct \$92,903.00; **Subtotal General Fund = \$7,282,774.81.**
TOTAL ALL FUNDS = \$14,076,672.34.

Meeting Adjourned at 3:22 p.m.

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PARKS AND RECREATION COMMITTEE
MEETING HELD ON TUESDAY, JUNE 25TH, 2019

The Parks and Recreation Committee held a meeting on Tuesday, June 25th, 2019 at 3:00 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Mr. Wayne Hall, Chair; Ms. Beth Haywood and Ms. Valerie C. Butler. Other Council members present were Mr. Randy Pack, Mr. Michael G. Smith, Vice Mayor; Mrs. Denise Tynes and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Amy Novak, Director of Parks and Recreation; Mr. Wayne Griffin, Town Engineer; Mr. John Settle, Community Development & Planning Director; and Ms. Ashley Rogers, Director of Human Resources. Also in attendance were Mr. Andrew Farthing, Kimley Horn Associates; Ms. Gina Ippolito, Smithfield VA Events; Mr. Mark Gay, Ms. Cristin Emrick and Mr. Eric Hayes. The media was represented by Mr. Frederic Lee of The Smithfield Times.

Parks and Recreation Committee Chair, Mr. Wayne Hall called the meeting to order.

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

1. Joseph W. Luter, Jr. Sports Complex – Request to Amend Fee Structure – The Town Manager explained that a revised fee structure for the Joseph W. Luter, Jr Sports Complex (LSC) was included in the agenda posting. The revision includes lowering the rental fee for the baseball/softball fields from \$300 per day to \$150 per day. The hourly rates for the use of the baseball/softball field and multipurpose field have also been eliminated. Pop Warner was added as a level one user along with Smithfield Recreation Association (SRA). Amending the fee structure should help to increase use of the fields and bring in additional revenue. Mrs. Tynes asked if this was a temporary reduction and at the end of the season would the fee go back to the \$300 per day. Ms. Novak explained that the town's most frequent user, that is a field renter, outside of SRA was telling us about fees at other places, that he rents from, and the town's fees are almost double what other places charge. We want to be comparable to other facilities in our

area so that organizations choose to rent here. These fees can be revisited once the sports complex becomes more established by users. This item will be placed on Council's July 2nd agenda for consideration.

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

1. Operational Update – Parks and Recreation Committee Report/Park Project Updates – Ms. Novak reported that on June 1st Clean the Bay Day was held at Windsor Castle Park. It was a successful event with a good turnout of volunteers in spite of the rainy weather. Baseball and softball has been wrapping up at the sports complex; however it is still busy due to use of the fields for practice. The town had their first full wedding and reception out at Windsor Castle Park since the restoration project started. Everything went very well. Ms. Novak stated that there will be all different kinds of setups at this venue. Coming up this weekend is the Sweet Summertime Celebration. The event kicks off with a concert Friday night and raft race on Saturday. All events along Main Street on Saturday will be in the storefronts. There will be no street closure for this event other than for the Friday night concert. The town's annual fireworks display is coming up next week on July 3rd. The fireworks will be shot off from Clontz Park boat ramp. Since the boat ramp has not been officially opened town staff will not need to close the ramp for this event. Ms. Novak reported that the Trail Doctors have earned over 300 volunteer hours since January on various trail maintenance projects and tree pruning. Kayaks rentals have earned \$2,600 to date and we still have several months to go. Kayaks have been very popular this season.

2. Additional Item of Discussion: Windsor Castle Park - Mayor Williams asked what the status was on getting the graveyard area in the park mowed. Ms. Novak stated that she hopes to have the parks crew out there next week to get these areas in the park mowed. Mayor Williams stated that in regards to the sunflowers they have been planted as well as soy beans in the back part of the field. At this time the soy beans are coming in very well; however all the sunflowers are being eaten by the deer. If the weather cooperates Mr. Stallings will go back in and replant the sunflowers. If the deer eat them again then we may not have sunflowers this year. Ms. Novak stated that if the sunflowers do come up the town will be ready for them because Parks and Recreation purchased signs to get people to park in the right areas at the park rather than along Jericho Road.

The meeting adjourned at 3:13 p.m.

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC WORKS COMMITTEE
MEETING HELD ON TUESDAY, JUNE 25TH, 2019

The Public Works Committee held a meeting on Tuesday, June 25th, 2019 at 3:13 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee members attending were Ms. Beth Haywood, Chair; Mrs. Denise Tynes and Mr. Michael G. Smith, Vice Mayor. Other Council members present were Mr. Randy Pack, Mr. Wayne Hall, Ms. Valerie C. Butler and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Amy Novak, Director of Parks and Recreation; Mr. Wayne Griffin, Town Engineer; Mr. John Settle, Director of Community Development and Planning; Ms. Ashley Rogers, Director of Human Resources; and Ms. Judy Winslow, director of Tourism. Also in attendance were Mr. Andrew Farthing, Kimley Horn Associates; Ms. Gina Ippolito, Smithfield VA Events; Mr. Mark Gay, Ms. Cristin Emrick and Mr. Eric Hayes. The media was represented by Mr. Frederic Lee of [The Smithfield Times](#).

Public Works Committee Chair, Ms. Beth Haywood, called the meeting to order.

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

1. Request for Proposals – Street Maintenance Services – The Town Manager explained that staff issued a Request for Proposal (RFP) for Street Maintenance Services due to the fact that our existing contract with Blair Brothers, Inc. has expired. Mr. Griffin, Mr. Snead and the Town Manager met and evaluated the proposals according to the following criteria: 1) The firm's experience, qualifications, expertise, and performance in providing services outlined in the RFP; 2) The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and 3) the cost of providing the services as outlined in the RFP. Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Blair Brothers, Inc. for Street Maintenance Services. Town staff believes Blair Brothers, Inc. made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms. The Town Manager stated that he recommends Town Council authorize him to execute a contract with Blair Brothers, Inc. for Street Maintenance Services. This item will be placed on Council's agenda for July 2nd for consideration.

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

1. Presentation on Options for Segment 3 of the Smithfield to Nike Park Trail Project – The Town Manager stated that Andrew Farthing with Kimley Horn Associates is in attendance today to review the five alternatives studied for the Smithfield to Nike Park Trail Project (Segment 3). The Town Manager stated that in terms of recommendations he is recommending two of the five alternatives. The first recommendation would be to approve moving forward with Alternative 5 (sidewalk option). Alternative 5, like Alternative 1, should be considered as a potential solution for the critical pedestrian connection between Battery Park Road and Downtown Smithfield. The proposed route is the most logical and usable as it connects users and citizens with businesses and community resources along South Church Street. Alternative 5 will result in cleaning up the east side of South Church Street, with curb and gutter and pedestrian improvements. Alternative 5 provides a more affordable option than Alternative 1 while still improving existing South Church Street and providing pedestrian connectivity with the Town of Smithfield. Town staff agrees with Kimley Horn's statements and concurs with this recommendation. Moving forward with Alternative 5 would also match the existing sidewalk along South Church Street from Battery Park Road to Moore Avenue. Per the Opinion of Probable Construction Costs, Alternative 5 is estimated to be approximately \$782,000 lower in costs than alternative 1. At this time the estimated cost of Alternative 5 is \$2,561,000. Should Council wish to move forward with the wider multi-use path option to match Segments 1 and 2, staff recommends Alternative 1 as the secondary option. The estimated cost of Alternative 1 is \$3,343,000. The Town Manager stated that according to Kimley Horn's analysis Alternatives 2, 3, and 4 should not be considered as feasible or potential solutions. Town staff agrees with their assessment and does not recommend moving forward with any of these alternatives. The Town Manager stated that he is requesting Town Council to authorize him to execute an agreement with Kimley Horn in order to proceed to the survey and preliminary design phase based on the alternative/route chosen. Completing the preliminary design phase will also provide a better estimate of project costs. The funding to cover these costs was included in the FY20 budget. Mr. Farthing stated that since they were last here they have received additional information to assist with their analysis on the multi-use path. Mr. Farthing showed an aerial map of the overall project including Segments 1 and 2. He identified the Segment 3 area which is the topic of today's discussion and the connectivity between Battery Park Road and Downtown Smithfield. Previously, four alternatives were studied; however a fifth alternative has been added. The alternatives are listed as follows: Alternative 1, is to the east of South Church Street with a ten foot wide path that runs from Battery Park Road to the Cypress Creek Bridge. Alternative 2, comes up Battery Park Road to South Church Street and then turns down Ransdell to John Rolfe Boulevard up to Lumar Road. The path then ties back into South Church Street just before the Cypress Creek Bridge. Alternative 3, goes down the west side of South Church Street. It is very similar to Alternative 1 just on the opposite side of the street. Alternative 4 is combination of Alternative 2 with the addition of the proposed shared use path cutting through the Church Square Subdivision instead of utilizing the Lumar Road connection. Alternative 5 is the same alignment as Alternative 1 along the east side of South Church Street. The difference between Alternative 1 and 5 is that Alternative 5 proposes a 5-foot concrete sidewalk with curb and gutter rather than an 8 to 10 foot multi-use path. Mr. Farthing stated that according to their evaluation Alternative 1 and 5 gives the highest potential for usability and accessibility between the alternatives. This determination was based on the number of destinations along the project corridor as well as the overall length of the proposed improvements. He stated that when designing proposed improvements for pedestrians and bikers, it is critical to consider safety in the decision-making process. Alternatives 1 and 5 have the least number of potential conflict points consisting of both entrances and public street crossings. Mr. Farthing stated that in regards to impacts to right-of-way and utilities due to the footprint associated with the alternatives and based on the typical sections applied to each, there are various and extensive right-of-way and utility relocation impacts and costs associated with each

of the alternatives. Alternative 5 appears to require minimal impacts to existing utility poles due to the narrower typical section and added flexibility in design standards. Utility relocations are costly aspects of projects as they generally require both relocation costs as well as utility easements to be purchased. Kimley Horn also completed a planning level costs estimate that includes anticipated construction costs as well as applied a cost for the number of utility pole they believe would be impacted for these improvements. Additional cost considerations should be given to engineering cost, administrative costs, and right-of-way and utility relocation impact costs that would need to be figured into a total construction cost. Kimley Horn believes that Alternative 5 is the preferred alternative. It reduces the amount of construction cost and has the best usability and accessibility to provide the best connectivity to businesses. This is the most cost effective solution to provide connectivity. Mr. Pack stated that he feels Alternative 4 should be considered as well from a safety standpoint. He asked about the cost difference for Alternative 4 to Alternative 5 when Alternative 4 has the larger path when it comes to width. Mr. Farthing stated that Alternative 4 costs less because it does not require curb and gutter which means you are not putting in drainage improvements. These costs estimates do not include any right-of way cost at this time. Mr. Farthing stated that Alternative 4 does not support the usability and accessibility to the businesses along South Church Street. The alignment of Alternative 1 and 5, along South Church Street, supports connectivity to the businesses there. Mrs. Tynes asked about the installation of streetlights along Battery Park Road from the Villas to South Church Street. Discussion was held on who would be responsible for putting in streetlights in this area. It was determined that it is the town's responsible for installation of streetlights since the multi-use path on Battery Park Road stops at the entrance of the Villas. Town has not moved forward with installing streetlights in this area, even though discussions have been held on installing streetlights in this area, because initially Segment 1 was planned to come all the way up to South Church Street rather than stopping at the Villas entrance and the town did not want to install lights that may have to be relocated. A lengthy discussion was held on the different alternatives and what the public actually prefers. The consensus from Committee was to defer picking an alternative today and hold a public forum to give the public an opportunity to weigh in on which alternative/route they see as the preferred route. Mr. Farthing stated that he would coordinate with town staff a date to hold a public forum that works prior to July committees so the results can be gathered and brought back to July committees. Mr. Farthing stated that he recommends keeping the meeting informal so that people can have good dialog and conversation about their preferred alternative/route. Ms. Haywood asked if a visual could be made of each proposed alternative separately and include probable costs. Mr. Farthing replied they could. The Town Attorney suggested that everyone at the forum could be given a card that allows them to pick a preferred alternative and state the reason why. Town staff will work with Kimley Horn to set date.

Meeting adjourned at 4:01 p.m.

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

FROM: LESLEY G. KING
TOWN CLERK

SUBJECT: INFORMATIONAL REPORT FOR THE PUBLIC BUILDINGS & WELFARE
COMMITTEE MEETING HELD ON TUESDAY, JUNE 25TH, 2019

The Public Buildings and Welfare Committee held a meeting on Tuesday, June 25th, 2019 at 4:01 p.m. at the Smithfield Center located at 220 North Church Street, Smithfield Virginia. Committee member attending were Ms. Valerie Butler, Chair; Mr. Randy Pack and Mr. Wayne Hall. Other Council members present were Ms. Beth Haywood, Mrs. Denise Tynes, Mr. Michael G. Smith, Vice Mayor; and Mr. T. Carter Williams, Mayor. Staff members present were Mr. Brian S. Thrower, Town Manager; Ms. Lesley King, Town Clerk; Mr. William H. Riddick, III, Town Attorney; Ms. Amy Novak, Director of Parks and Recreation; Mr. Wayne Griffin, Town Engineer; Mr. John Settle, Community Development & Planning Director; Ms. Ashley Rogers, Director of Human Resources; and Ms. Judy Winslow, Director of Tourism. Also in attendance were Ms. Gina Ippolito, Smithfield VA Events; and Mr. Mark Gay. The media was represented by Mr. Frederic Lee of The Smithfield Times.

Public Buildings and Welfare Committee Chair, Ms. Valerie C. Butler called the meeting to order.

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

1. Demolition Services – Request to Renew Contract – The Town Manager reported that the Town currently has a contract with WACO, Inc for demolition services, primarily as it relates to the Pinewood Heights project. Town staff has been pleased with WACO's work and would recommend extending their contract for another year. This item will be placed on Council's July 2nd agenda for consideration.
2. Town Hall Renovations – Request to Proceed – The Town Manager explained that in order to accommodate the two new positions (Planner and Chief Deputy Treasurer) approved in the FY20 budget alterations will need to be made to Town Hall. Staff has met with the architect and Kimley Horn Associates over the past week or so to come with an estimated project cost. The estimated cost of the alterations are as follows: 1) project management and construction documents \$30,250; and 2) construction cost (includes some furnishings allowance) \$91,250, for a total estimated cost of \$121,500. The Town Manager stated that he recommends Town Council authorizing him to execute the Task Order agreement with Kimley Horn, proceed with bidding

the project, execute a contract with the chosen contractor, and use the Town's Unassigned Fund Balance to cover the aforementioned costs since funds were not included in the FY20 budget. This item will be placed on Council's July 2nd agenda for consideration.

3. Fireworks Display – Request to Use Clontz Park – The Town Manager stated that the Town has received a request form Isle of Wight County to use Clontz Park on July 3rd, 2019 for our annual fireworks display. The start time of the show is 9:30 p.m. This item will be placed on Council's agenda on July 2nd for consideration.

The meeting adjourned at 4:08 p.m.

ACTIVITY REPORTS

June 28, 2019

TO: SMITHFIELD TOWN COUNCIL

**FROM: BRIAN S. THROWER
TOWN MANAGER**

SUBJECT: MONTHLY ACTIVITY REPORT – JUNE 2019

DIRECTOR OF HUMAN RESOURCES

- a. Attended VRSA Leadership Training in Williamsburg on June 6th. Topics covered included Attracting & Retaining Good Employees, Ethical Leadership & Public Officials Liability
- b. Worked with various workers compensation claims with VML Insurance
- c. Worked with various property claims with VML Insurance
- d. Created and Distributed quarterly safety newsletter to all employees
- e. Led May Monthly Safety Committee Meeting on June 12th
- f. Participated in “Creating Healthy Organizations” webinar on June 13th
- g. Coordinated Active Shooter and Workplace Violence Training that was conducted by VRSA on June 18th.
- h. Provided Code of Conduct refresher briefing to Public Works department on June 27th
- i. Testing for Patrol Officer candidates took place on June 22nd and 25th.
- j. Recruited for the following positions:
 - a. Grounds Maintenance Specialist
 - b. Maintenance Technician Helper
 - c. Patrol Officer

TOWN CLERK’S OFFICE:

- a. Transcribed and proofed the monthly minutes from Town Council and Board of Historic and Architectural Review.
- b. Prepared June Town Council Committee Agenda, June Continued Town Council Agenda and the July Town Council Agenda
- c. Took vacation June 17th – 21st.

- d. Attended Town Council Committee meetings on June 24th and 25th and prepared summary reports from all.

PUBLIC WORKS:

1. Staff performs the following duties on a monthly basis
 - A. Miss Utility marking
 - B. Read meters for billing and to transfer property owners
 - C. Water cut-offs and cut-ons
 - 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

2. Sewer Line Repairs and Maintenance
 - A. Located and repaired sewer line laterals in various locations.
 - B. Cleaned sewer main line in various areas of the town.
 - C. 75% finished manhole repairs.

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 station
 1. Cleaning of wet-wells
 2. Alarms testing
 3. Sump pump cleaning
 4. Check Valve cleaning and repair
 5. Generator checks / Godwin pump checks
 6. Control Panel / Flow monitor checks
 7. Fence and Grounds inspections
 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. Installed new pump at Lakeside pump station and Drummonds Lane.

C. REW completed installation for Godwin bypass pump at Morris Creek pump station.

4. Water Line Repairs and Maintenance

- A. Repaired water leak at 424 Main St.
- B. Water shut down was done for Kroger to make repairs.

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.
 - 1. Well 8A remains in stand-by mode.

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.
- D. Rebuilt CA610 Fluoride Analyzer
- E. Changed 3rd Stage Membranes.
- F. Vibration tests completed for all pumps and wells.

7. FOG/ Backflow/ Septic Pump Out Program

- A. FOG related visits to FSE's to ensure compliance thus far into the program restart.
 - 1. Answering questions of the owners and issuance of new program related materials.
- B. Implementing the Backflow and Cross Connection Program by sending out notices for backflow inspections to all users with the expectation of having them completed by July 1, 2019.

- C. Maintaining of the Septic Pump Out Program
 1. Septic Tank Pump-Out Letters sent for the 2019 year with the expectation of completion by May 13, 2019.
 2. Septic Tank Pump-Out Reminder Letters sent to those due in the 2020 year.

8. Miscellaneous

- A. Grounds crews cut rights-of-way and easements on water and sewer lines, leaf removal throughout town, and emptied trash cans on Mondays and Fridays.
- B. Minor repairs at Town Hall and other town buildings.

PLANNING AND ZONING

1. Planning Commission – June 11th, 2019

- No meeting held.

2. Special Use Permit Applications under review

- None.

3. Subdivision and Site Plans under review

- A. Cypress Creek Ph. VI – Subdivision Plan – Cypress Investment Holdings, LLC applicants.
- B. Dollar Tree, Lot 17, Benns Church Blvd, Dollar Tree Stores, Inc., applicants.
- C. Cypress Creek Swim Club, 602 & 604 Cypress Creek Pkwy, Cypress Creek Owners' Association, applicants.
- D. Lot 511, S Church St - Future Land Use Map Amendment, Rezoning & General Development Plan Applications – John Mamoudis, et al., applicants.

4. Subdivision and Commercial Sites Under Construction and Inspection

- A. Church Square, Phase I (95% complete)
- B. Lakeview Cove Condos (85% complete)

6. Board of Historic & Architectural Review – June 18th, 2019

- A. Color Change – 102 Commerce St – Non-Contributing – Robert & Cynthia Kelly, applicants- approved.
- B. Fence – 105 Cary St – Contributing – Diana McFarland, applicant- approved with condition(s).

- C. Siding Change – 113 S Mason St – Landmark – Dale & Sonja McGiboney, applicants- approved.
- D. Color & Material Change – 220 Astrid St – Non-Contributing – Mary Donovan, applicant- approved.
- E. Color & Material Change - 362 S Church St – Contributing – Daniel Stanton & Joni Spear, applicants- approved with condition(s).
- F. Signage – 513 Main St – Unclassified – Smithfield-Church Manor, LP, applicant- approved with condition(s).
- G. Historic Preservation Overlay (HPO) Violation – 135 Sykes Ct – Non-Contributing – Elwin Kessler, owner- dismissed.

7. Board of Zoning Appeals – June 18th, 2019

- No meeting held.

ENGINEERING

1. Church Square, Phase I, contractor has installed E & S controls as required by the Town and the approved site plans. Homes are under construction as per market demand.
2. Blair Brother’s Contr., Contractor repaired storm drop inlet and storm drain outfall pipe at 115 Bishops Reach. Contractor also removed damaged sidewalk at 128 Bishops Reach and at Town Managers office and replaced same. Contractor installed asphalt patching at the following locations, 202, 205, 209, 212, 220 and 224 Moonefield Dr., 52 Riverside Dr. & 398 Pagan Road.
3. Erosion & Sedimentation control field inspections for single family dwellings were performed at 19 locations throughout the Town and required reports were filed.
4. Waterworks Dam
 - a. Field inspections continue to be held this month involving the Smithfield Lake Dam.
 - b. Hazard Classification and Inundation Reports have been finalized and reimbursement documents have been forwarded to DEQ and FEMA.
 - c. Emergency Action Plan has been completed and approved by DCR.
5. Scoping meetings have been held with VDOT representatives involving the Urban funding projects.
 - A. UPC: 110507 Install right turn lane adjacent to Westside Elementary School – on US 258 – Main Street. Bid approval has now been received with Blair Brothers Contr. as the accepted contractor for the project. Verizon has now completed all of their site work involving the project. Pre-

construction meeting was held on May 17, 2019. Remaining permit information is being submitted prior to issuing the Notice to Proceed for the project.

- B. UPC: 110508 Bennis Church / Route 258 / Route 10 Bypass Intersection – Alternative Analysis. Traffic analysis has been completed by Kimley Horn and all information has been submitted to VDOT for their review and comments.
- C. UPC: 110509 Smithfield to Nike Trail Park – Segment 3 – Alternative Analysis. A meeting was held and several options were discussed and are now currently under review. Staff has requested a proposal for additional analysis to be undertaken in order to ascertain the potential impacts and costs relative to a sidewalk, rather than a multi-use path for connectivity.
- 6. Met with a representative from VDOT to discuss the reconstruction of Grace Street. We are looking at relocating / replacing the sanitary sewer and water systems in this roadway area prior to VDOT project.

**SMITHFIELD POLICE DEPARTMENT
MANAGER'S REPORT
JUNE 2019**

Committees and Projects:

06/04 Town Council meeting – Center
06/05 Department Head meeting – Town Hall
06/05 C.H.I.P. meeting - PD
06/07 FBI NNA graduation – Quantico
06/10 Volunteer meeting- Christian Outreach
06/13 Training meeting – HRCJTA
06/18 Crime Line meeting – Center
06/19 Department Head – Town Hall
06/22 Police Officer testing – Fire Department
06/24 Police Committee – Center
06/24 Continued Town Council meeting – Center
06/24 CASA meeting – 424 Main Street
06/25 Police Officer testing - PD

Training

06/03 – 04 Drug Identification – Virginia Beach Sheriff's Training Academy – Officer Cooper (16 hrs.)
06/04 Opioid lunch and learn – PDCCC – Deputy Chief Rogers (1 hr.)
06/05 Surry Power Training (Dominion Energy) – Sgt. Adams (4 hrs.)
06/06 VML Training – Williamsburg – Chief Howell, Deputy Chief Rogers (2 hrs.)
06/07 Graduation from FBI NNA – Quantico – Lt. Araojo (40 hrs.)
06/11 FBI LE Effective Writing and Speaking Course – James City County PD – Officer Cooper, Officer Jones (8 hrs.)
06/17 – 18 Teaching class at FBI – Sgt. Adams (16 hrs.)
06/18 Active Shooter/Workplace Violence Training – Center – Annette Crocker, Lorrie Porter, Stephanie Pack, Kristi Kincaid (1 hr.)
06/20 – 21 Active Attack Integrated Response Course – Westside Elementary – Chief Howell, Deputy Chief Rogers, Lt. Meier, Sgt. Adams, Sgt. Phillips (8 hrs.)

Community Relations

06/01 MS Bike Race – Town
06/01 Traffic Control – Luter Sports Complex
06/02 Special Event - Sclerosis
06/03 – 13 Traffic Control – Westside Elementary
06/03 – 13 Traffic Control – Kids Come First
06/08 Graduation – Smithfield High School
06/09 4-H Training – Isle of Wight Courthouse
06/09 Selective Enforcement – Town
06/14 Security – Smithfield Skate

06/14 Selective Enforcement - Town
06/17 Selective Enforcement - Town
06/19 Selective Enforcement – Town
06/22 Selective Enforcement – Town
06/22 Handing out bags to C.H.I.P. children for 4-H Camp – Jersey Park/Woods Edge
Apts.
06/24 – 28 C.H.I.P. kids 4-H camp – Wakefield, Virginia

Criminal Investigation Division

IBR#: 2019-00336
Offense: Grand larceny
Location: 19000 block of Battery Park Road
Date: 5/27/2019

Officers responded to a noise complaint in the area. An officer heard strange noise in the area of a local tree nursery. Upon closer inspection, he located a subject in the nursery who had dug up eight palm trees with heavy machinery with the intention to steal them. The owner showed up and stated she did not give him permission. Total recovery was \$5,500. Closed by ARREST.

IBR# 2019-00351
Offense: Fraud
Location: 100 block Main Street
Date: 5/31/2019

A business owner complained a check they issued was changed and cashed. They issued a check for \$822 to an employee. The employee added a One in front of the eight making it 1,822 and then cashed the check. A warrant was obtained against the employee. Closed WARRANT OBTAINED.

IBR#: 2019-00362
Offense: Breaking & Entering
Location: 200 block Chalmers Drive
Date: 6/4/2019

Officers responded to a report of a B&E to a detached shed. Owners believed they had locked the shed. Upon their return from a vacation, they found property missing from the shed. No evidence was located. Total value stolen was reported to be \$750. Closed INACTIVE.

Smithfield Center – June 2019 - Monthly Report

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
						7:00 AM - 6:30 PM WC Trails 7:00 AM Clean the Bay Day 7:00 AM - 7:00 PM WC Courtyard 7:00 AM MS Bike Ride 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use 9:00 AM - 10:00 AM WC Canoe/Kayak 9:00 AM Yoga in the Park 11:00 AM - 12:00 AM SC MHSu 4:30 PM Mathis-Prado Wedding & Reception
2	3	4	5	6	7	8
7:00 AM - 7:00 PM WC Courtyard 7:00 AM MS Bike Ride 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use 10:00 AM - 10:00 PM SC MHSu 3:00 PM Butler and Brown Wedding and Reception		5:00 PM - 6:00 PM SC Kitchen 5:00 PM Kitchen Dish Clean & Inventory 6:00 PM - 7:00 PM SC C&D 6:00 PM WCFB Meeting 7:00 PM - 10:00 PM SC A&B 7:00 PM Town Council	Parks Staff Meeting (Offsite) 8:30 AM - 10:00 AM SC C&D 8:30 AM Smithfield 2020	10:00 AM - 3:00 PM SC MH 10:00 AM Smithfield Foods - Streaming Test	1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils	Tiffany Imbibo Graduation Party -Picnic Area 8:00 AM - 8:00 PM LSC Baseball Fields 8:00 AM SRA Field Use 9:00 AM - 10:00 AM WC Canoe/Kayak 9:00 AM Yoga in the Park 11:00 AM - 12:00 AM SC MHSu 6:00 PM Ricks and Wadley Wedding and Reception
9	10	11	12	13	14	15
1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils	8:00 AM - 5:00 PM SC Suites 8:00 AM Carpet Cleaning		7:00 AM - 5:00 PM SC A&B 8:00 AM Smithfield Foods Journal Entry Meeting 7:00 AM - 5:00 PM SC C&D 8:00 AM Smithfield Foods - Colin Riniker Meeting	7:00 AM - 5:00 PM SC A&B 8:00 AM Smithfield Foods Journal Entry Meeting 7:00 AM - 5:00 PM SC C&D 8:00 AM Smithfield Foods - Colin Riniker Meeting 8:00 AM - 3:00 PM SC MH 12:00 PM State of the County Breakfast	1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils 3:00 PM - 11:00 PM SC MHSu 3:00 PM Brown and Ankofski Set-Up 6:45 PM - 11:30 PM OTS 6:45 PM Smithfield Skate -Officer Request	1:00 PM - 12:00 AM SC MHSu 5:00 PM Brown and Ankofski Wedding and Reception
16	17	18	19	20	21	22
Father's Day 1:00 PM - 5:00 PM LSC Field 3 1:00 PM Western Tidewater Field Rental 1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils	7:00 AM - 2:00 PM SC C&D 8:00 AM Ethics Training	9:00 AM - 11:00 AM SC C&D 9:00 AM Schoolhouse Museum 9:00 AM - 2:00 PM SC A&B 9:00 AM Town-Active Shooter Training 11:30 AM - 2:00 PM SC C&D 11:30 AM Crimeline Meeting 6:00 PM - 7:30 PM SC A&B 6:30 PM BHAR		12:00 PM - 11:00 PM SC MHSu 5:00 PM Coleman and Scott Wedding and Reception	9:00 AM - 7:00 PM WC Riverfront 10:00 AM Greenhood and Whelan Wedding and Reception 11:00 AM - 12:00 AM SC MHSu 5:00 PM Ellis and Baker Wedding and Reception	9:00 AM - 7:00 PM WC Riverfront 10:00 AM Greenhood and Whelan Wedding and Reception 10:00 AM - 12:00 AM SC MHSu 4:00 PM Colonna and House Reception
23	24	25	26	27	28	29
9:00 AM - 7:00 PM WC Riverfront 10:00 AM Greenhood and Whelan Wedding and Reception 1:00 PM - 5:00 PM LSC Field 2 1:00 PM Summer Baseball-Blue Devils	9:00 AM - 7:00 PM WC Riverfront 10:00 AM Greenhood and Whelan Wedding and Reception 4:00 PM - 6:00 PM SC C&D 4:00 PM Committee Meetings 6:00 PM - 7:00 PM SC A&B 6:00 PM Continued Town Council	8:00 AM - 5:00 PM SC A 8:00 AM Extended Leadership Meeting 12:00 PM - 10:00 PM SC MH 12:00 PM PSWCD Pig Pickin 4:00 PM - 6:00 PM SC C&D 4:00 PM Committee Meetings	9:00 AM - 5:00 PM SC MHSu 9:00 AM Smithfield Foods Town Hall	9:00 AM - 5:00 PM SC MHSu 9:00 AM Smithfield Foods Town Hall	Olden Days Concert 1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils 5:00 PM - 7:00 PM Town Streets 5:00 PM Sweet Summertime Concert	Raft Race at Station 11:00 AM - 11:00 PM SC MHSu 3:00 PM Drew and Whitley Wedding and Reception
30						
10:00 AM - 8:00 PM SC MHSu 10:00 AM Liggins Family Reunion 1:00 PM - 5:00 PM LSC Field 4 1:00 PM Summer Baseball-Blue Devils						

Events for June 2019	
Total Events	24 Events
Events discounted 100%	10 events
Events discounted 50%	0 events
Deposit Totals for June 2019	
Smithfield Center Deposits	\$12,483.04
Town Services Deposits (police and public works)	\$1,081.00
Windsor Castle Park (rentals and park impact fees)	\$684.20
Luter Sports Complex	\$75.00

Smithfield/Isle of Wight Tourism Activity Report –JUNE 2019

- Interviews held for Smithfield VA Events Assistant Festival Director 6/2-7/19. Jeff Phelps from Special Events Inc. was hired and starts July 10th.
- County Active Shooter Training meeting 6/4/19.
- Smithfield Town Council Meeting 6/4/19.
- Smithfield 2020 Meeting 6/5/19. Rick Bodson has resigned as the Project Manager effective immediately. Mark Hall is serving as interim Project Manager. English phone booth refurbishment was discussed as well as the new Smithfield Horticultural Society.
- Met with Coastal Virginia Magazine about upcoming FY advertising 6/5/19.
- Town Staff Meeting 6/5/19.
- County Agenda Review Meeting 6/6/19.
- VRLTA Governmental Affairs Conference Call 6/7/19. Director is on the Board for VRLTA. (Virginia Restaurant, Lodging and Tourism Association)
- Tourism Monthly Staff Meeting 6/10/19.
- County Blackwater Property Advisory Committee meeting 6/10/19 and 6/26/19.
- PDCCC Foundation Board meeting 6/11/19 and new facility grand opening held 6/12/19.
- Historic Smithfield Board Meeting 6/12/19.
- State of the County Luncheon 6/13/19.
- Coastal Virginia Tourism Alliance Meeting 6/13/19. Director is current President. Group is representing on the HR Chamber and Re-Invent Hampton Roads Re-Branding Initiative.
- Violence in the Workplace Training 6/14/19.

- Director attended Legislative Round Table with Delegate Chris Jones and Senator Hargrove 6/18/19.
- Historic Saint Luke's Church Board Meeting 6/19/19.
- Town Staff Meeting 6/19/19.
- Chamber Ladies of Leadership Meeting 6/19/19.
- Salty Southern Route Committee meeting for regional "foodie" trail 6/21/19. Trail was officially launched at the IOW Museum on March 1, 2019.
- Council Committees 6/24 & 25/19. Continued Council Meeting to approve budget held 6/24/19.
- County Staff Meeting 6/24/19.
- Isle of Wight County Fair Committee 6/24/19.
- CSLI Organizational Meeting 6/25/19. Director will be Coordinator for the Chamber Student Leadership Institute again in 2019/2020.
- Grant meeting with County Budget & Finance Department 6/26/19.
- Town Staff meeting 6/26/19.
- Smithfield VA Events Board Meeting 6/26/19.
- Violence in the Workplace Training 6/27/19 at Visitor Center (Department Specific)
- P-Card Meeting with County P-Card Administrator 6/28/19.
- County Economic Development Announcement 6/28/19.
- Council "Vision Piece" created by Lois Tokarz, Marketing Manager 6/21/19 and approved 6/24/19.
- Tourism Facebook postings and tweets throughout month. Update website events and *Where the Locals Go* event promotion newsletter weekly. This e-newsletter combines tourist events and the Farmer's Market information.

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

ZONING PERMITS MAY 2019

PERMIT #	CONSTRUCTION TYPE	PROJECT	ADDRESS	CONTRACTOR/ OWNER
7120	SHED	WELLINGTON PARK	408 SOUTHAMPTON CT.	DAVIS
7121	SINGLE FAMILY DWELLING	CYPRESS CREEK	401 ROYAL DORNOCH	EAGLE CONSTRUCTION
7122	DECK	PAGAN POINT	501 WILLIAMSBURG AVE.	STALLINGS
7123	ABOVE GROUND POOL	MOONE PLANTATION	320 CALVARY WAY	SPIVEY
7124	FENCE	WATERFORD OAKS	409 HUNTINGTON WAY	ROSENBAUM FENCE
7125	FENCE	LAKEVIEW COVE	906 LAKEVIEW COVE	ROSENBAUM FENCE
7126	ABOVE GROUND POOL	RED POINT HEIGHTS	209 EDGEWOOD DRIVE	REED/JONES



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Water and Sewer Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Sanitary Sewer Rehabilitation Services - Request to Execute Contract

Town staff issued a Request for Proposals (RFP) for Sanitary Sewer Rehabilitation Services due to the fact that our existing contract with Tri-State Utilities has expired.

Wayne Griffin, Town Engineer, Jessie Snead, Public Works Superintendent, and I evaluated the proposals according to the following criteria:

1. The firm's experience, qualifications, expertise, and performance in providing the services outlined in the RFP;
2. The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and
3. The cost of providing the services as outlined in the RFP;

Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Prism Contractors & Engineers, Inc. (Prism) for Sanitary Sewer Rehabilitation Services. Town staff believes Prism made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms.

Recommendation

I recommend Town Council authorize me to execute a contract with Prism for Sanitary Sewer Rehabilitation Services.

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Water and Sewer Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Underground Utility Services - Request to Execute Contract

Town staff issued a Request for Proposals (RFP) for Underground Utility Services due to the fact that our existing contract with Lewis Construction of Virginia, Inc. (Lewis Construction) has expired.

Wayne Griffin, Town Engineer, Jessie Snead, Public Works Superintendent, and I evaluated the proposals according to the following criteria:

1. The firm's experience, qualifications, expertise, and performance in providing the services outlined in the RFP;
2. The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and
3. The cost of providing the services as outlined in the RFP;

Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Lewis Construction for Underground Utility Services. Town staff believes Lewis Construction made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms.

Recommendation

I recommend Town Council authorize me to execute a contract with Lewis Construction for Underground Utility Services.

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Water and Sewer Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: FOG Program - Request to Execute Agreement

Attached is a Memorandum of Agreement between the Hampton Roads Sanitation District (HRSD) and the localities within Hampton Roads, including the Town of Smithfield.

The purpose of the agreement is to establish a procedure by which the Hampton Roads localities and HRSD mutually cooperate in ensuring the installation or upgrade of grease control devices in food service establishments requiring such devices.

The overall goal of the program is to reduce the impact of discharges of fats, oils, and grease (FOG) to the sanitary sewer system of each locality and HRSD. Doing such will help minimize sanitary sewer overflows.

Recommendation

I recommend Town Council authorize me to execute the attached Memorandum of Agreement.

Attachment

Memorandum of Agreement

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
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MEMORANDUM OF AGREEMENT BETWEEN THE HAMPTON ROADS SANITATION DISTRICT AND THE CITIES OF VIRGINIA BEACH, NORFOLK, CHESAPEAKE, SUFFOLK, HAMPTON, NEWPORT NEWS, PORTSMOUTH, WILLIAMSBURG AND POQUOSON, THE TOWN OF SMITHFIELD, THE COUNTIES OF ISLE OF WIGHT, JAMES CITY, GLOUCESTER, AND YORK PERTAINING TO MUTUAL COOPERATION IN THE RETROFIT ENFORCEMENT OF GREASE CONTROL DEVICES

This Memorandum of Agreement, dated this ____ day of _____, 2019, by and between the Cities of Virginia Beach, Norfolk, Chesapeake, Suffolk, Hampton, Newport News, Portsmouth, Williamsburg, Poquoson, the Town of Smithfield, the Counties of Isle of Wight, James City, Gloucester, and York (collectively, the "Hampton Roads Localities") and the Hampton Roads Sanitation District (HRSD),

WITNESSETH:

WHEREAS, the Special Order by Consent dated December 19, 2014 and other Consent Orders (the "Consent Orders") entered into by the Hampton Roads Localities with the Virginia Department of Environmental Quality (VDEQ) require each of the Hampton Roads Localities to implement Maintenance, Operations and Management (MOM) programs to minimize sanitary sewer overflows; and

WHEREAS, in order to minimize the number of sanitary sewer overflows, it is necessary and appropriate that each of the Hampton Roads Localities develop and implement affirmative measures as a component of their respective MOM Programs to reduce the impact of discharges of fats, oils, and grease (FOG) to the sanitary sewer system of each locality and HRSD; and.

WHEREAS, the Hampton Roads Localities, together with the HRSD, have developed a model FOG Ordinance, Enforcement Response Plan, and the Hampton Roads Regional Technical Standards for the Sizing of Grease Control Devices to be used as templates for each locality's MOM Program; and

WHEREAS, it is anticipated, however not mandated, that each of the Hampton Roads Localities will adopt a FOG Ordinance, Enforcement Response Plan and Design Standards; and

WHEREAS, FOG discharged into the sanitary sewer system from Food Service Establishments (FSEs) are known to cause or contribute to sanitary sewer blockages and to cause or contribute to a significant percentage of all overflows in the sanitary sewer systems of the Hampton Roads Localities and HRSD; and

WHEREAS, the installation and proper maintenance of grease control devices (GCDs) in FSEs is necessary to aid in preventing the introduction and accumulation of FOG into the sanitary sewer system that may contribute to sanitary sewer blockages and obstructions; and

WHEREAS, within each of the Hampton Roads Localities, there are FSEs that were constructed prior to the adoption of the Virginia Uniform Statewide Building Code (VUSBC) provision requiring a GCD; and

WHEREAS, Chapter 66 of the 1960 Acts of Assembly, as amended from time to time, and Section 301 (d) of HRSD's Industrial Wastewater Discharge Regulations provide HRSD with the legal authority to require existing FSEs that are grandfathered from the requirements of the Virginia Uniform Statewide Building Code pertaining to GCDs to retrofit such establishments with GCDs meeting the requirements of the VUSBC; and

WHEREAS, by entering into this Memorandum of Agreement, the parties seek to establish a procedure by which Hampton Roads Localities and HRSD mutually cooperate in ensuring the installation or upgrade of GCDs in FSEs requiring such devices;

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. The City or County shall:
 - (a) As necessary, determine if a FSE is contributing FOG to the sanitary sewer system;
 - (b) In the event the City or County is unable to secure compliance by such means as it deems appropriate, notify HRSD of enforcement actions

taken to date and request HRSD, in writing, to inspect the FSE and to proceed with action to cause compliance;

(c) Be responsible for issuance of any required building permits and performing future inspections of GCDs as part of its FOG control program; and

2. HRSD shall:

(a) Perform an inspection of the FSE within a reasonable time of the date such inspection was requested by the City or County;

(b) Initiate appropriate enforcement action in accordance with the HRSD Enforcement Response Plan and send an electronic copy of the enforcement action to the City or County;

(c) Require the installation or upgrade of a GCD if a FSE is determined to be contributing FOG to the sanitary sewer system.

3. The parties hereby also agree as follows:

(a) The effective date of this Memorandum of Agreement between HRSD and the individual County or City shall be the date on which the latter of the parties executes this Memorandum of Agreement;

(b) This Memorandum of Agreement contains the whole of the terms governing the matters referred to in this Memorandum of Agreement;

(c) The parties shall not be bound by any terms written or stated prior to the creation of this Memorandum of Agreement and not expressly incorporated into this Memorandum of Agreement; and

(d) Any party hereto may withdraw from this Memorandum of Agreement, either wholly or as to any other party, at any time upon written notice to all other parties, and shall thereafter incur no further obligations hereunder.

LIST OF SIGNATORIES

CITY OF CHESAPEAKE

GLOUCESTER COUNTY

CITY OF HAMPTON

ISLE OF WIGHT COUNTY

JAMES CITY COUNTY

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

YORK COUNTY

TOWN OF SMITHFIELD

HAMPTON ROADS SANITATION DISTRICT

This listing of participants is followed by the signature page to be completed by each party.

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

HRSD

By: _____
Edward G. Henifin, P.E.

Date: _____

Attest: _____

(ELECTRONIC SIGNATURES OF ALL PARTIES TO THE AGREEMENT WILL BE CONSOLIDATED ON THIS PAGE IN THE FINAL DOCUMENT)

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: _____

Date: _____

Locality: _____

Date: _____

Attest: _____

III. APPLICATION FOR PAYMENT

PROJECT SUMMARY

Date: June 28, 2019 Contractor's Name: Docks of the Bay
 Project Name: Clontz Park Boat Ramp Project Number: 18-04

Original Contract Amount: \$ 802,500
 Original Contract Time: 300 Days
 Adjusted Contract Amount (by approved Change Orders): \$ ~~1,071,863.25~~ \$1,071,063.25
 Adjusted Contract Time (by approved Change Orders): 310 Days
 Adjusted Contract Completion Date: June 2, 2019

STATUS OF WORK PERFORMED

Total Value of Original Work Performed to Date: ~~\$ 1,015,863.25~~ \$779,525
 Total Value of Change Order Work Performed to Date (with attachment): ~~\$ 268,500.00~~ \$268,563.25
 Total Value of All Work Performed to Date: ~~\$ 1,071,863.25~~ \$1,048,088.25
 Value of Materials Stored (Attach Statement): \$ N/A
 Less 5 % Retained by Owner: ~~\$ 52,404.41~~ \$52,404.41
 Net Amount Earned on Contract to Date: ~~\$ 1,015,863.25~~ \$995,683.84
 Fewer Amounts of Previous Payments Approved: ~~\$ 730,372.52~~ \$760,718.25
BALANCE DUE THIS PAYMENT: ~~\$ 285,490.60~~ \$234,965.59
 Value of Work Remaining to be Completed: \$ 53,673.16 \$75,379.41
 Percentage Complete to Date (Value/Time): 75 % 100 %

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:

DOT B By [Signature] Title Manager Date 6-28-19

Resident Project Rep. By Jamie H. Weist Title Project Manager Date 7/1/19
 Kimley-Horn Engineer By _____ Title _____ Date _____

Owner By _____ Title _____ Date _____



CONTRACTOR'S APPLICATION FOR PAYMENT INVOICE

TO: Town of Smithfield, VA

FROM: Tri-State Utilities Co.
 2111 Smith Ave., Chesapeake, VA 23320

PROJECT: IDIQ Smithfield Contract Sewer Rehabilitation

P.O. # PW-19-15

PAYMENT REQUEST NO: 2

PERIOD: 06/01/2019 to 06/25/2019

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount:	\$	\$58,245.00
2. Approved Change Orders No:	\$	\$7,360.00
3. Adjusted Contract Amount:	\$	\$65,605.00
4. Value of Work Completed to Date: (As per attached APPENDIX	\$	\$64,138.75
5. Value of Completed Change Orders:	\$	
6: Total Due to Date:	\$	\$64,138.75
7. N/A	\$	\$0.00
8. Total Less Retainage:	\$	\$64,138.75
9. Total Previously Certified (DEDUCT):	\$	\$44,780.00
10. VALUE OF WORK COMPLETED THIS MONTH	\$	\$19,358.75
11. Materials Removed from Stock (DEDUCT)	\$	\$0.00
12. TOTAL DUE THIS INVOICE PERIOD	\$	\$19,358.75

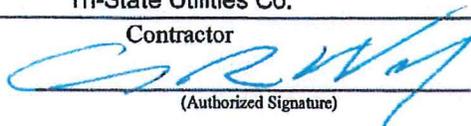
CERTIFICATION OF THE CONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and The Town of Smithfield, VA, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from The Town of Smithfield, VA, to (1) all my subcontractors and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify, I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Goes with invoice for \$44,780.00 on the consent agenda.

Tri-State Utilities Co.
 Contractor

By: 
(Authorized Signature)

Title: Craig R. Welsh, Project Manager

Date: 6-25-19

Town of Smithfield

PURCHASE ORDER

310 Institute St., PO Box 246
 Smithfield, VA 23430
 Phone: (757) 365-4200
 Fax: (757) 357-4253
 Website: www.smithfieldva.gov

DATE 3/19/2019
 PO # PW-19-15

AMENDED



VENDOR

Tri State
 Craig Welsh
 2111 Smith Avenue
 Chesapeake Va. 23320
 Phone: (757) 366-9505
 Fax: (757) 366-5150

SHIP TO

Jessie Snead
 Town of Smithfield
 293 Cary Street
 Smithfield Va, 23431
 757-634-2869

REQUESTED BY	PAYMENT TERMS	SHIP VIA	FISCAL YEAR	SHIPPING TERMS	
Jessie	NET 30		2018-19		
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL	
	Sewer System Lining				-
1	Clean,TV and Install liner in James St. and Mason St. sewer system. Start at manhole # PS04-MH-013 and stop at manhole # PS04-MH-018				\$50,520.00
2	Clean,TV and Install liner in Riverview Ave. and N.Church St.sewer system. Start at manhole # PS04-MH-801 and stop at manhole # PS04-MH-010				\$17,725.00
				SUBTOTAL	\$68,245.00
				TAX	-
				SHIPPING	
				OTHER	-
				TOTAL	\$ 68,245.00

Comments or Special Instructions

These lines are behind homes in the old part of town and thru the marsh. PO amended by \$4000 when Tri-State ran into a descaling problem preventing the lining James St/Mason St.

[Signature]

 Department Head

[Signature]

 Town Treasurer

[Signature]

 Town Manager

TO: **The Town of Smithfield**
 PROJECT: **IDIQ Smithfield Contract** P.O. # **PW-19-15**

SUBCONTRACTOR:
Tri-State Utilities Co.
 2111 Smith Ave.
 Chesapeake, VA 23320

PAYMENT REQUEST NO. : 2
 PERIOD: 06/01/2019 to 06/25/2019

APPLICATION FOR PAYMENT

A ITEM NO.	B DESCRIPTION OF WORK	C UNIT	D CONTRACT QUANTITY	E UNIT PRICE	F = (D x E) TOTAL SUBCONTRACT VALUE	G WORK COMPLETED			J VALUE OF WORK THIS APPL.	K = (E x I) VALUE OF COMPLETED WORK	
						H COMPLETED QUANTITY PREV. APPL.	I COMPLETED QUANTITY THIS APPL.	J COMPLETED QUANTITY TO DATE			
James and North Mason Easement Project											
3	Mob of Main Line Lining Crew	LF	1	\$ 2,800.00	\$2,800.00	1	0	1	\$0.00	\$2,800.00	
7	Clean TV 8"		1200	\$ 1.95	\$2,340.00	1200	0	1200	\$0.00	\$2,340.00	
8	Hvy Clean 8"		1200	\$ 0.90	\$1,080.00	1200	0	1200	\$0.00	\$1,080.00	
20	Install 8" x 4.5 mm Liner	LF		\$ 25.50	\$0.00	1200	0	1200	\$0.00	\$30,600.00	
21	Install 8" x 6.0 mm Liner		1200	\$ 27.00	\$32,400.00	0	0	0	\$0.00	\$0.00	
31	Easement CIPP Installations per s	LF	4	\$ 400.00	\$1,600.00	4	0	4	\$0.00	\$1,600.00	
33	Internal Reinstatement of lats		8	\$ 175.00	\$1,400.00	4	0	4	\$0.00	\$700.00	
48	Bypass pumping under 89000 gal	EA	3	\$ 350.00	\$1,050.00	3	0	3	\$0.00	\$1,050.00	
32	Internally Remove Protruding		5	\$ 450.00	\$2,250.00	1	0	1	\$0.00	\$450.00	
NP1	Flaggers x 2	HR	4	\$ 400.00	\$1,600.00	0	0	0	\$0.00	\$0.00	
CO 1	Clean and TV Crews Rental		TBD	\$ 320.00	TBD	3	0	3	\$0.00	\$960.00	
Riverview Project											
1	Mob of CCTV Crew	LS	1	\$ 2,450.00	\$2,450.00	0	1	1	\$2,450.00	\$2,450.00	
3	Mob of Main Line Lining Crew	LS	1	\$ 2,800.00	\$2,800.00	0	1	1	\$2,800.00	\$2,800.00	
7	Clean TV 8"	LF	250	\$ 1.95	\$487.50	0	225	225	\$438.75	\$438.75	
8	Hvy Clean 8"	LF	250	\$ 0.90	\$225.00	0	225	225	\$202.50	\$202.50	
20	Install 8" x 4.5 mm Liner	LF		\$ 25.50	\$0.00	0	225	225	\$5,737.50	\$5,737.50	
21	Install 8" x 6.0 mm Liner	LF	250	\$ 27.00	\$6,750.00	0	0	0	\$0.00	\$0.00	
31	Easement CIPP Installations per s	EA	1	\$ 400.00	\$400.00	0	1	1	\$400.00	\$400.00	
33	Internal Reinstatement of lats	EA	0	\$ 175.00	\$0.00	0	0	0	\$0.00	\$0.00	
48	Bypass pumping under 89000 gal	DY	1	\$ 350.00	\$350.00	0	0	0	\$0.00	\$0.00	
32	Internally Remove Protruding	EA	0	\$ 450.00	\$0.00	0	0	0	\$0.00	\$0.00	
NP1	Flaggers x 2	DY	2	\$ 400.00	\$800.00	0	0	0	\$0.00	\$0.00	
NP1	Pre Liner	LF	250	\$ 2.45	\$612.50	0	0	0	\$0.00	\$0.00	
NP1	Added Installation Cost for CIPP L	LS	1	\$ 2,850.00	\$2,850.00	0	1	1	\$2,850.00	\$2,850.00	
					\$0.00						
CO1	Clean and TV Crews Rental		TBD	\$ 320.00	TBD	10	14	24	\$4,480.00	\$7,680.00	
<i>to descale iron pipe</i>											
TOTALS									Total Due this Invoice	\$19,358.75	\$64,138.75

**Lewis
Construction
Of WATER SEWER DRAIN
Virginia Inc.
986-2273**

7716 Quaker Drive
Suffolk, VA 23437
Voice: 757-986-2273 Fax: 757-986-3536
LCOVSuffolk@aol.com

INVOICE

Invoice Number: 0619-1072.1908

Invoice Date: Jun 27, 2019

Page: 1

Bill To:
Town of Smithfield P O BOX 246 Smithfield, VA 23431

Ship to:
Town of Smithfield P O BOX 246 Smithfield, VA 23431

Customer ID	Customer PO	Payment Terms	
Smithfield	Per Jessie/Jeff	Net 15 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		7/12/19

Quantity	Item	Description	Unit Price	Amount
1.00		12" G. V. cut in complete	11,190.00	11,190.00
Subtotal				11,190.00
Sales Tax				
Total Invoice Amount				11,190.00
Payment/Credit Applied				
TOTAL				11,190.00

Check/Credit Memo No:

A finance charge of 1.5% per month(18% annual) on past due invoices.

**Lewis
Construction
Of WATER SEWER DRAIN
Virginia Inc.
986-2273**

7716 Quaker Drive
Suffolk, VA 23437
Voice: 757-986-2273 Fax: 757-986-3536
LCOVSuffolk@aol.com

INVOICE

Invoice Number: 0619-1072.1909

Invoice Date: Jul 1, 2019

Page: 1

Bill To:
Town of Smithfield P O B0x 246 Smithfield, VA 23431

Ship to:
Wilson & Holt Smithfield, VA 23431

Customer ID	Customer PO	Payment Terms	
Smithfield	Per Jessie/Jeff	Net 15 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			7/16/19

Quantity	Item	Description	Unit Price	Amount
1.00		Valve group complete	20,326.00	20,326.00
Subtotal				20,326.00
Sales Tax				
Total Invoice Amount				20,326.00
Payment/Credit Applied				
TOTAL				20,326.00

Check/Credit Memo No:

A finance charge of 1.5% per month(18% annual) on past due invoices.



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Finance Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Line of Credit with TowneBank - Request to Renew

The Town's line of credit with TowneBank is up for renewal. It is my understanding the line of credit has been established for the Pinewood Heights project.

Recommendation

I recommend Town Council authorize me and the Town Treasurer to renew the line of credit with TowneBank in the amount of \$500,000.

Attachment

Resolution (forthcoming from Town Attorney)

TOWN MANAGER'S OFFICE

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Finance Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Line of Credit with Farmers Bank - Request to Renew

The Town's line of credit with Farmers Bank is up for renewal. It is my understanding the line of credit has been established to pay operating expenses, if needed.

Recommendation

I recommend Town Council authorize me and the Town Treasurer to renew the line of credit with Farmers Bank in an amount not to exceed \$1,000,000.

Attachment

Resolution (forthcoming from Town Attorney)

TOWN MANAGER'S OFFICE

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Finance Committee

FROM: Brian S. Thrower, Town Manager

BST

SUBJECT: Financial Advisory Services - Request to Execute Contract

Town staff issued a Request for Proposals (RFP) for Financial Advisory Services. As you are aware, the Town is not currently under contract with a Financial Advisor. The selected firm will provide the services outlined in the RFP (see attached).

Ellen Minga, Town Treasurer, and I evaluated proposals received according to the following criteria:

1. The proposer's experience, expertise, and performance in providing similar or related services;
2. Qualifications and experience of the team that the proposer intends to assign to this work; and
3. The proposer's overall suitability to provide the services set forth in the RFP in a timely manner;

Based on the evaluation criteria outlined above and interviews held, Town staff recommends entering into a contract with Davenport & Company, LLC (Davenport) for Financial Advisory Services. The contract will be for three years with the Town's option to renew for two additional one-year terms.

Recommendation

I recommend Town Council authorize me to execute the attached contract with Davenport for Financial Advisory Services.

Attachments

RFP with Scope of Services

Proposed Contract with Davenport & Company, LLC

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

March 28, 2019

Request For Proposals Financial Advisory Services

The Town of Smithfield, Virginia (Town) intends to enter into a three-year contract to begin on July 1, 2019, with the Town's option to renew for two additional one-year terms, with a qualified firm with expertise in professional financial advisory services to serve as the Town's financial advisor on a variety of financial matters as described in the Town's Request for Proposals (RFP) dated March 28, 2019. In this regard, the Town will accept sealed proposals for such financial advisory services until **4:00 PM, Monday, April 29, 2019**. The Town shall not accept any proposals after this date/time for any reason. You must submit your proposal in a sealed envelope clearly marked on the outside *"Proposal for Financial Advisory Services"*.

If you hand deliver your proposal, then please use the following street address:

Brian S. Thrower
Town Manager's Office
911 S. Church Street
Smithfield, VA 23430

If you mail your proposal, then please use the following address:

Brian S. Thrower
Town Manager
Post Office Box 246
Smithfield, VA 23431

You must complete the following information and return this page with your proposal:

Name and Address of Proposer:

Date: _____

(signature)

By: _____

Printed Name: _____

Telephone #: _____

Title: _____

Potential proposers may ask questions about this RFP by writing to the above address or by calling the Smithfield Town Manager's Office at (757) 365-9505.

The Town reserves the right to reject any and or all proposals if the Town deems it in its best interest.

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508

www.smithfieldva.gov • Local Cable Channel 189

Town of Smithfield, Virginia
Request for Proposals - Financial Advisory Services
March 28, 2019

Section 1. Introduction

The Town of Smithfield, Virginia (Town) intends to enter into a three-year contract to begin on July 1, 2019, with the Town's option to renew for two additional one-year terms, with a qualified firm or individual with expertise in professional financial advisory services to serve as the Town's financial advisor on a variety of financial matters as described in this Request For Proposals (RFP). With this RFP, the Town invites such firms or individuals to submit to the Town written proposals for these financial advisory services.

Section 2. Scope of Services

The scope of service under this contract will include, but is not limited to, the following tasks:

1. Advise the Town concerning developments in the financial community in general and municipal finance in particular, so as to enable the Town to remain in the best possible financial posture.
2. Provide analytical framework to assist the Town in determining optimal financing vehicles such as short-term versus long-term financing, internal versus external financing, variable versus fixed rate, capital leasing, etc.
3. Provide analyses to evaluate performance and monitor status of financing vehicles, and identify opportunities for debt re-structuring, refinancing, refunding, etc.
4. Review capital projects contemplated by the Town and work with the Town Manager, the Town Treasurer, and other Town officials in developing options, plans and strategies for financing planned capital improvements, taking into consideration costs and effects that various alternatives will have on the Town's financial standing.
5. Assist Town officials in preparing information for presentation to the various municipal bond rating services in order to achieve and maintain the highest bond rating realistically achievable. Support Town officials in all presentations to the various rating services or bond insurance agencies, as well as presentations to institutional investors, appropriate state and federal agencies, and the IRS as necessary.
6. Develop necessary time schedules to assure that all work is initiated and completed in a timely manner including all work associated with the issuance of bonds and notes.
7. On an issue-by-issue basis, advise the Town on bond market climate and make recommendations as to whether or not the Town should competitively sell the bonds or sell on a negotiated basis.
8. Recommend timing, manner of the sale and details of bond issues, call features, flow of funds, security provisions, maturity schedules, good faith deposit checks, investment of the bond proceeds resulting from the sale, etc.
9. Assist in the preparation and development of all bond documents. This includes assisting the Town in the preparation of disclosure documents, sale documents, security documents, and other relevant marketing or bond documents; make recommendations concerning form and

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content to enhance marketability and comply with disclosure guidelines. This task also includes the preparation, review and printing of any offering materials, including a preliminary of final Official Statement.

10. For competitive bid bond issues, recommend bidding parameters, verify bids, and determine whether or not the bids that the Town receives meets bid specifications.
11. Assist the Town in the evaluation and selection of bond underwriting firms.
12. Assist the Town in identifying those finance related federal, state, and tax issues that the Town should monitor.

The Town reserves the right to terminate any resulting contract at will.

Section 3. Proposal Requirements

You must address the following items in your written proposal:

1. The proposal shall include all information necessary for the Town to evaluate the suitability of the proposing firm to provide the financial advisory services described herein.
2. You must include the following organizational information:
 - Name of company (or other business entity) submitting proposal
 - Type of business entity (i.e. corporation or partnership)
 - Place of incorporation
 - Name, location and telephone number of the financial advisor's representative to contact regarding all matters pertaining to the proposal
 - If the proposer intends to subcontract any of the work set forth in this RFP, then the proposer shall include the subcontractor's name, address, telephone number and the function that the subcontractor shall perform
3. The proposal shall demonstrate the experience, resources, and capabilities of the proposer to perform these services. In this regard, the proposal should contain a concise summary of the firm's or proposer's qualifications, organizational structure, past experiences, and names, addresses and telephone numbers of references.
4. The proposal shall include a detailed description of the education, experience, current certifications, and the availability of the key personnel that the firm or proposer intends to assign to work with the Town.
5. Proposers submitting a response to this proposal who are also engaged in the business of buying, selling, and underwriting municipal bonds shall provide the following information:
 - Number and par amount of new and refunding issues underwritten as either sole or lead manager for the past three years
6. The proposer must provide a complete list of their most recent financial advisory relationships (since January 1, 2017) within the Commonwealth of Virginia. The list must include names, addresses, and telephone numbers of the contact persons as well as a brief description of work performed including the dollar amount of bond issues or other financings.
7. Proposer shall provide a brief description of their financial advisory efforts in states other than Virginia.

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Section 4. Instruction for the Submission of Proposals

1. *Deadline for Submission of Proposals*

All respondents to this RFP must submit their proposals in a sealed envelope to the Town Manager's Office by 4:00 PM, Monday, April 29, 2019. The Town will not consider any proposal that arrives in the Town Manager's Office after 4:00 PM, Monday, April 29, 2019. The respondent (proposer) is solely responsible for ensuring that his or her proposal arrives in the Town Manager's Office by the date/time deadline set forth in this RFP.

2. *Address for Submitting Proposals*

Please address the envelope containing your proposal to Brian S. Thrower, Town Manager, with the title "Proposal for Financial Advisory Services" labeled on the outside of the envelope.

If you hand deliver your proposal, then please use the following street address:

Brian S. Thrower
Town Manager's Office
911 S. Church Street
Smithfield, VA 23430

If you mail your proposal, then please use the following address:

Brian S. Thrower
Town Manager
Post Office Box 246
Smithfield, VA 23431

Please Note: Your proposal must include the cover sheet to the RFP.

3. *Number of Copies to Submit*

Please submit at least three copies of your proposal.

4. *Expense for Preparing Proposals*

The Town is not responsible for any expenses incurred by the respondents to this RFP in preparing and submitting a proposal.

5. *Questions Pertaining to this RFP*

Please direct all questions and inquiries to Brian S. Thrower, Town Manager, (757) 365-9505.

6. *Town's Right to Reject Proposals*

The Town of Smithfield has the sole right to reject any or all of the proposals it receives in response to this RFP.

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Section 5. Evaluation of Proposals

The Town will evaluate the proposals using the following:

1. Proposer's experience, expertise, and performance in providing similar or related services.
2. Qualifications and experience of the team that the proposer intends to assign to this work.
3. Proposer's overall suitability to provide the services set forth in this RFP in a timely manner.

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**AGREEMENT BETWEEN
TOWN SMITHFIELD, VIRGINIA AND
DAVENPORT & COMPANY LLC FOR
PROFESSIONAL FINANCIAL ADVISORY SERVICES**

THIS AGREEMENT, made and entered into by and between the Town of Smithfield, a political subdivision organized and existing under the laws of the Commonwealth of Virginia, herein referred to as the “Town,” the current address of which is 911 South Church Street, Smithfield, VA 23430 and Davenport & Company LLC organized and existing under the laws of the Commonwealth of Virginia, herein referred to as “Financial Advisor” and/or “Davenport,” the business address of which is 901 East Cary Street, Richmond, Virginia 23219.

WHEREAS, the Town desires to enter into an Agreement with Davenport & Company LLC for Financial Advisory Services as outlined in Section 2. Scope of Services of the Town’s Request for Proposals – Financial Advisory Services dated March 28, 2019 and as described in Davenport’s Proposal for Financial Advisory Services dated April 29, 2019 (the “Proposal”); and

WHEREAS, the Financial Advisor represents that it is duly authorized and qualified to provide the aforesaid services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. PROGRAM ADMINISTRATOR

The Town Manager of the Town of Smithfield hereinafter referred to as the “Town Manager” is the administrator in charge of all activities associated with this Agreement.

ARTICLE II. SCOPE OF SERVICES

A. The Financial Advisor shall, using its professional staff members, provide the following financial advisory services, which are required by the Financial Advisor to accomplish the objectives of the Agreement, including but not limited to the following:

1. Provide pertinent advice and counsel for the duration of this contract to the Town concerning developments in the financial community in general and municipal finance in particular, to enable the Town to remain in the best possible financial posture.
2. Assist Town officials in developing information to be presented to municipal bond rating services in order to achieve the highest bond rating realistically achievable. Accompany Town officials in all presentations to the rating agencies.
3. Review capital projects contemplated by the Town and work with the Town Manager and other officials in developing options, plans and strategies for financing planned capital improvements, taking into consideration costs and the effects that various alternatives have on the Town’s financial position.
4. The Financial Advisor shall develop a time schedule to assure that all work is begun and accomplished in a timely manner including all work associated with any financings.
5. The Financial Advisor shall analyze and make recommendations with respect to financing alternatives available to the Town, which may include one or more of

the following: competitive sale or a negotiated sale of bonds through the public markets, direct bank loans, funding through a Commonwealth of Virginia agency such as Virginia Resources Authority or Virginia Public Schools Authority, funding from the United States Department of Agriculture's Rural Development Loan program(s), grant funding, or other funding alternatives that may be available to the Town.

6. With respect to a negotiated sale of bonds through the public markets, the Financial Advisor shall assist the Town's staff in the selection of a group of bond underwriting firms (the "Underwriters" or "Underwriting Team") for the negotiated sale of bonds. The Financial Advisor's functions in this regard shall include the following basic actions:
 - (a) Developing requests for proposals;
 - (b) Conducting a pre-interview conference with Town staff to facilitate preparedness in evaluating Underwriter proposals and to better enable the Town staff to conduct oral interviews; and
 - (c) Assisting and participating in the oral interview and selection process. Upon selection of the Underwriting Team, the Financial Advisor shall assist the Town staff and Bond Counsel in bringing said Team on board and up-to-date in as timely a fashion as possible, providing a smooth transition in order that the Town's ongoing process of issuing bonds will experience no delay or inconvenience.
7. With respect to a capital financing obtained through a negotiated or competitive sale of bonds through the public markets or via direct bank loan(s), the Financial

Advisor shall assist the Town's staff in planning, scheduling, analysis and work processes necessary for obtaining the funding. Such services are more fully delineated in Davenport's Proposal under the sections entitled "Competitive Sales", "Negotiated Sales" and "Direct Bank Loans". With respect to alternative financing vehicles different from the aforementioned, the Financial Advisor shall assist the Town in the review of related documents for accuracy with respect to transaction numbers and financial covenants and provide supporting analytical work as applicable. The Financial Advisor's functions in this regard shall include the following basic actions:

- (a) Providing all analytical work necessary to analyze and structure the financing transaction regardless of financing method or vehicle;
- (b) Reviewing financing documents with respect to accuracy of financing covenants, bond transaction numbers and calculations;
- (c) Assisting the Town with obtaining an Underwriting Team (see Article II(A)(6)) and reviewing and advising as to the Underwriting Team's pricing of a negotiated sale of bonds in the public markets as applicable;
- (d) Advising as to notice of sale parameters and overseeing the process for a competitive sale of bonds in the public markets as applicable;
- (e) Assisting the Town with a solicitation process of banks for direct bank loan funding, evaluation of all bank proposals and implementing the bank loan as applicable; and
- (f) Assisting the Town with analysis and implementation of financing through other alternative financing vehicles including but not limited to Virginia

Resources Authority, Virginia Public Schools Authority, USDA and others as available to the Town.

B. The Financial Advisor's responsibility for all financing/legal documents, including disclosure documents or other offering documents shall be limited to review of said documents for accuracy as to bond financing/transaction numbers, financing covenants and related calculations. The Financial Advisor shall prepare, with the assistance and input of Town staff, all credit presentations to the rating agencies. It is understood by the parties hereto that primary drafting responsibilities for all financing/legal documents, including disclosure documents or other offering documents will rest with the Bond Counsel or other legal counsel as agreed to by the Town and, as such, the Financial Advisor will not assume primary responsibility for initiating any financing/legal documents.

C. The Financial Advisor agrees that they will not limit their services to those enumerated or contemplated hereinabove. Moreover, consistent with its role as Financial Advisor, the Financial Advisor shall assume other duties and responsibilities deemed appropriate or requested by the Town in order to assure that financings contemplated herein can be accomplished promptly and upon the most favorable or beneficial terms available or to provide the Town with the appropriate information, analysis and deliverables that enable the Town to remain in the best possible financial posture.

D. The Financial Advisory shall provide such services as related above in conjunction with the issuance of bonds and notes by the Town as may be designated by the Town Manager from time to time.

ARTICLE III. COMPENSATION

A. Advisory Services

For professional services rendered on behalf of Town of Smithfield which are not transaction-specific as outlined in ARTICLE II. Scope of Services, Section A), Davenport shall be compensated at the rate of three hundred dollars (\$300) per hour for Senior Vice Presidents, two hundred seventy-five dollars (\$275) per hour for Vice Presidents, two hundred twenty-five dollars (\$225) per hour for Associate Vice Presidents, two hundred dollars (\$200) per hour for Associates, and one hundred seventy-five dollars (\$175) per hour for Analysts. In addition the hourly fee will be adjusted yearly by 4%/year to reflect inflation.

B. Transaction Specifics

The Town of Smithfield and the Financial Advisor agree that the Financial Advisor shall be compensated based upon a transaction completion fee to be agreed upon prior to financing. The Financial Advisor shall only be compensated for any issuance of bonds and/or note upon successful completion and closing of such financing, according to the provisions above.

C. Special Projects

The Town, in its sole discretion, may deem certain activities of the Financial Advisor to constitute a Special Project. In the sole opinion of the Town, a Special Project is one that involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the scope of services. In this event, the Town and Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation. This determination will allow the Town to negotiate with the Financial Advisor.

D. Reimbursement for Fee and Out-of-Pocket Expenses

Under all sections and subsections of ARTICLE III, the Financial Advisor shall be entitled to receive its agreed upon fee and reasonable and necessary out-of-pocket expenses,

including costs such as travel, meals, and courier charges. All out-of-pocket expenses are billed at cost and the Town shall pay 4% of the fee amount for incidental expenses such as computer time, telephone, printing, fax, and other indirect costs. Such expenses would be billed upon submission of the advisory fee. There are to be no finance charges related to invoices.

ARTICLE IV. DIRECT PERSONNEL EXPENSE

The Financial Advisor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the Town. Further, all services required hereunder will be performed by the Financial Advisor or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services. Principal financial advisory personnel assigned to render service to the Town shall be David P. Rose, Roland M. Kooch, Jr and R.T. Taylor. Any substitution shall require prior approval of the Town.

ARTICLE V. TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until three (3) years from the date of execution hereof with the Town's option to extend the Agreement for two additional one (1) year terms for a total of five (5) years. All other contracts by the parties hereto that have not been completed prior to the execution of this Agreement shall continue in effect to the extent they do not conflict with this Agreement.

ARTICLE VI. GENERAL CONDITIONS

A. Cancellation of Agreement

1. This Agreement is subject to cancellation by either party on thirty (30) days advance written notice to the other at its address as hereinabove specified. However, in the event bonds or notes are sold, the Financial Advisor shall continue to render services relating to the issuance of bonds or notes by the Town within the Agreement Year.
2. In the event of such a cancellation and if the Financial Advisor claims it is entitled to compensation for any reimbursement expenses necessarily incurred in the satisfactory performance of the provisions of this Agreement to date of cancellation, it shall comply with Article III, D, hereof.

B. Compliance with Local, State and Federal Rules, Regulations and Laws

The Financial Advisor shall comply with all applicable laws, orders and codes of the Federal, State, and local governments as they pertain to this Agreement.

C. Equal Employment Opportunity

It is the policy of Financial Advisor to provide equal employment opportunity to all persons without regard to their age, race, color, religion, sex, national origin, physical disability or handicap. Personnel which include recruiting and hiring, selection for training, compensation, transfer, working conditions, benefits and privileges, promotion and termination will be administered to all employees without discrimination. In pursuing this policy, it is the Financial Advisor's intention to further the principles of equal employment opportunity by the

employment of minority groups and women, within the constraints of availability and appropriate qualifications. Promotion decisions will continue to be made in accord with the principles of equal employment opportunity subject to valid qualifications for promotional opportunities.

This policy represents a reaffirmation of Financial Advisor's long-standing policy of providing equal employment opportunity in all personnel actions aimed at assuring true equality of employment and a work environment without discrimination.

D. Interest of Members of the Town

No members of the governing body of the Town and no other official, employee or agent of the Town who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

E. Findings Confidential

Unless otherwise required by law, all of the reports, information, data, etc., prepared or assembled by the Financial Advisor under this Agreement are confidential; and the Financial Advisor agrees that same shall not be made available to any individual or organization without the prior approval of the Town.

F. Ownership of Documents

All documents prepared or obtained by the Financial Advisor are, and shall remain, the property of the Town.

G. Prohibition Against Contingent Fees

The Financial Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Financial Advisor, to solicit or

secure this Agreement, and that it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Financial Advisor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

H. No Agency Relationship

The Financial Advisor is not the agent, subagent or representative of the Town; and this Agreement shall not make the Town liable to any person, firm, corporation or other who contracts with or provides goods or services to the Financial Advisor in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the Financial Advisor; and there is no contractual relationship, either express or implied, between the Town and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to the Financial Advisor as a result of its services to Town hereunder or otherwise.

I. Non-assignability

The Financial Advisor may not assign, delegate, sublet or otherwise dispose of this Agreement, or the services to be performed hereunder, or the rights accruing thereto without the prior written consent of the Town Manager or his designee, as authorized by the Town Council.

J. Modification of Scope of Services

Modification in the scope of services to be performed hereunder and compensation for same must have prior written approval from the Town.

K. Assurance of Town

The Town agrees to cooperate fully with the Financial Advisor in its fulfillment of the duties specified in this Agreement. Without limiting the foregoing, the Town shall make

available to the Financial Advisor any information the Town possesses relevant to services to be undertaken by the Financial Advisor, and appropriate members of the Town's staff for assistance to and/or consultation with the Financial Advisor.

L. Insurance

The Financial Advisor shall purchase and maintain insurance coverage including General Liability insurance in the amount of \$2 million general aggregate with a \$5 million umbrella and maintain a fidelity blanket bond coverage of \$5 million with \$10 million annual aggregate. Insurance must be furnished by such companies as are authorized and licensed to transact business in the Commonwealth of Virginia. The Financial Advisor shall furnish the Town with a certificate evidencing insurance coverage as above and an Endorsement with the Town named as an Additional Insured.

M. Headings

All headings and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first mentioned.

TOWN OF SMITHFIELD

Brian S. Thrower
Town Manager

ATTEST:

DAVENPORT & COMPANY LLC

By: David P. Rose
Senior Vice President
Manager of Public Finance

ATTEST:

Form Approved:

Town Attorney



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Parks and Recreation Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Joseph W. Luter, Jr. Sports Complex - Request to Amend Fee Structure

Attached is a revised fee structure for the Joseph W. Luter, Jr. Sports Complex (LSC). The revision includes lowering the rental fee for the baseball/softball fields from \$300 per day to \$150 per day. The hourly rates for use of the baseball/softball field and multipurpose field have also been eliminated.

Amending the fee structure should help to increase use of the fields and bring in additional revenue.

Recommendation

I recommend Town Council approve the amended fee structure.

Attachments

Proposed Rates effective July 1, 2019
Existing Rates

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JOSEPH W. LUTER JR. SPORTS COMPLEX FEE STRUCTURE

DRAFT

Effective Date	October 3, 2017
Revision Date	July 1, 2019
Authorized by	Smithfield Town Council

Purpose:

To establish fees for use of the Joe Luter Jr Sports Complex (LSC).

LSC User Levels	
Level 1	
A.	Smithfield Recreation Association
B.	Smithfield Pop Warner
Level 2	
A.	Isle of Wight County Parks and Recreation
B.	Isle of Wight County Schools
C.	Windsor Athletics Association
D.	Town of Windsor
E.	Isle of Wight Based Recreation Associations
Level 3	
A.	Youth Sports Organizations (outside of Isle of Wight County)
B.	Adult Sports Leagues
C.	Other non-profit organization events or activities
D.	Other for-profit organization events or activities

LSC Fee Structure			
	Level 1	Level 2	Level 3
Deposit	Deposit not required	Deposit not required	Deposit is 50% of estimated total fees
Baseball/Softball Field (4 available)	N/A	50% of Level 3 Fees	\$ 150 per field per day
Multipurpose Field (1 available)	N/A		\$ 200 per field per day
Light Fee	N/A	\$ 50 per hour	\$ 50 per hour
Additional Field Preparation*	N/A	\$ 25 per occurrence per field	\$ 25 per occurrence per field

*Initial field preparation is included with field rental fee. Additional Field Preparation may include:

- Dragging the infield
- Lining of batter's boxes and foul lines
- Moving bases, mounds, goals etc

JOSEPH W. LUTER JR. SPORTS COMPLEX FEE STRUCTURE

Effective Date	October 3, 2017
Revision Date	none
Authorized by	Smithfield Town Council

Purpose:

To establish fees for use of the Joe Luter Jr Sports Complex (LSC).

LSC User Levels	
Level 1	
A.	Smithfield Recreation Association
Level 2	
A.	Isle of Wight County Parks and Recreation
B.	Isle of Wight County Schools
C.	Windsor Athletics Association
D.	Town of Windsor
E.	Isle of Wight Based Recreation Associations
Level 3	
A.	Youth Sports Organizations (outside of Isle of Wight County)
B.	Adult Sports Leagues
C.	Other non-profit organization events or activities
D.	Other for-profit organization events or activities

LSC Fee Structure				
	Level 1	Level 2	Level 3	
Deposit	Deposit not required	Deposit not required	Deposit is 50% of estimated total fees	
Baseball/Softball Field (4 available)	N/A	50% of Level 3 Fees	\$40 per field per hour	\$ 300 per field per day
Multipurpose Field (1 available)	N/A		\$25 per field per hour	\$ 200 per field per day
Light Fee	N/A	\$ 50 per hour	\$ 50 per hour	
Additional Field Preparation*	N/A	\$ 25 per occurrence per field	\$ 25 per occurrence per field	

*Initial field preparation is included with field rental fee. Additional Field Preparation may include:

- Dragging the infield
- Lining of batter's boxes and foul lines
- Moving bases, mounds, goals etc



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Public Works Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Street Maintenance Services - Request to Execute Contract

Town staff issued a Request for Proposals (RFP) for Street Maintenance Services due to the fact that our existing contract with The Blair Brothers, Inc. (Blair) has expired.

Wayne Griffin, Town Engineer, Jessie Snead, Public Works Superintendent, and I evaluated the proposals according to the following criteria:

1. The firm's experience, qualifications, expertise, and performance in providing the services outlined in the RFP;
2. The firm's overall suitability to provide the services set forth in the RFP in a timely manner; and
3. The cost of providing the services as outlined in the RFP;

Based on the evaluation criteria outlined above, Town staff proceeded to the negotiation phase with selected firms. Based on those discussions, Town staff recommends entering into a contract with Blair for Street Maintenance Services. Town staff believes Blair made the best overall proposal and provides the best value. The contract will be for one-year with the Town's option to renew for four additional one-year terms.

Recommendation

I recommend Town Council authorize me to execute a contract with Blair for Street Maintenance Services.

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Public Buildings and Welfare Committee
FROM: Brian S. Thrower, Town Manager *BST*
SUBJECT: Demolition Services - Request to Renew Contract

The Town of Smithfield currently contracts with WACO, Inc. for demolition services, primarily as it relates to the Pinewood Height project.

Town staff is pleased with WACO's work and would like to extend the contract for another year.

Recommendation

I recommend Town Council approve renewing the contract with WACO, Inc. for an additional year.

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Public Buildings and Welfare Committee

FROM: Brian S. Thrower, Town Manager *BST*

SUBJECT: Town Hall Alterations - Request to Proceed

As you are aware, two new positions will be housed in Town Hall next fiscal year. These positions are pending approval in your FY20 budget. In order to accommodate these two new positions, alterations will need to be made to Town Hall (see attached).

The estimated costs of the project are as follows:

Project Management and Construction Documents	\$30,250
Construction Costs (includes furnishings allowance)	<u>\$91,250</u>

Total \$121,500

Recommendation

I recommend Town Council authorize me to execute the Task Order agreement with Kimley Horn (see attached), proceed with bidding the project, execute a contract with the chosen contractor, and to use the Town's Unassigned Fund Balance to cover the aforementioned costs since funds were not included in the FY20 budget for this capital item.

Attachments

Task Order Agreement
Floor Plans

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**TOWN OF SMITHFIELD
TASK ORDER No. 4**

June 19, 2019

Project Title: Town Hall Renovations – Construction Documents

■
Suite 1011818
Rock Landing Or.
Newport News, Virginia
23606

This Task Order is entered into by and between Kimley-Horn and Associates, Inc. (Consultant) and the **Town of Smithfield** (Owner). This Task Order incorporates by reference the Consulting Agreement entered into by the Parties dated November 20, 2017 (the Master Consulting Agreement). The Master Consulting Agreement is hereby amended and supplemented as follows:

Background and Project Description:

The Town of Smithfield would like to renovate some of the offices on the 1st and 2nd floors of Town Hall as indicated on the attached exhibit. Kimley-Horn will subcontract with Q-Design Architects to prepare construction documents for bidding by the Town. The Scope of Services below further details the design and deliverables.

Scope of Services:

Task 1: Project Management

This task includes efforts necessary for project initiation, billing, general coordination with the Owner, and project management.

Kimley-Horn will coordinate with our sub-consultant, Q-Design. This task includes review of information and meeting attendance (up to 4 meetings) with the Town.

Task 2: Construction Documents

Our sub-consultant will prepare construction documents that generally consist of the following:

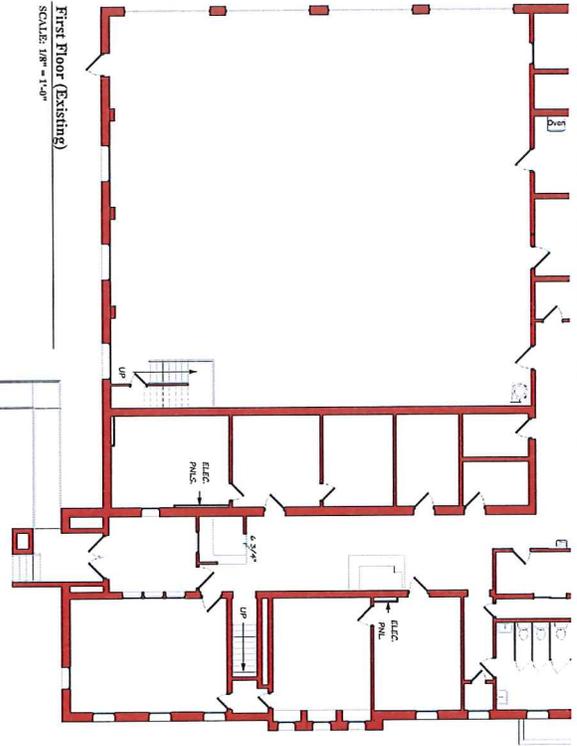
- Prepare construction documents for bidding, permit and construction
- Assist Town with procurement process
- Provide construction administration services
- Assist with furnishing new/renovated spaces

Deliverables

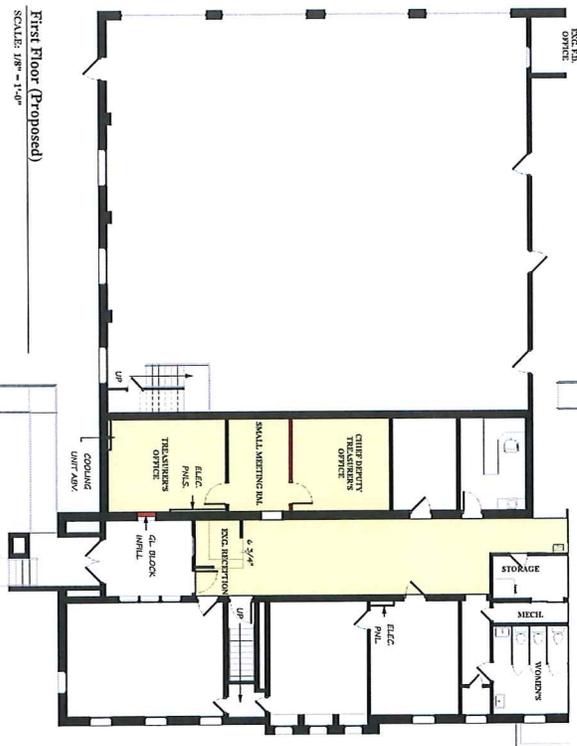
- Digital PDF of documents described above

ADDITIONAL SERVICES: Should the needs arise; the following services may be negotiated for an additional fee for this project:

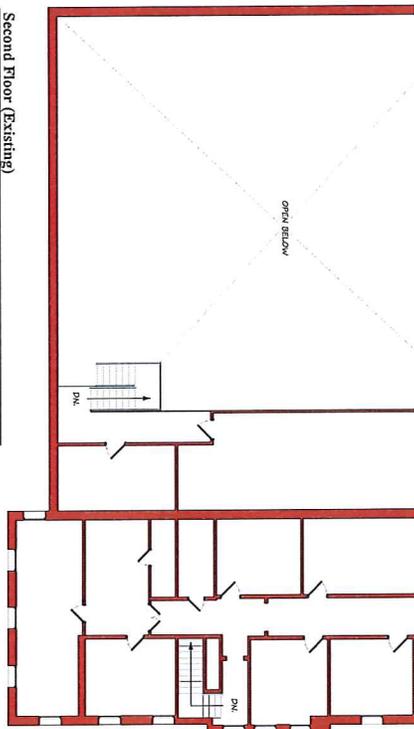
- Resident Inspection Services
- Additional meetings beyond what is described in the tasks above



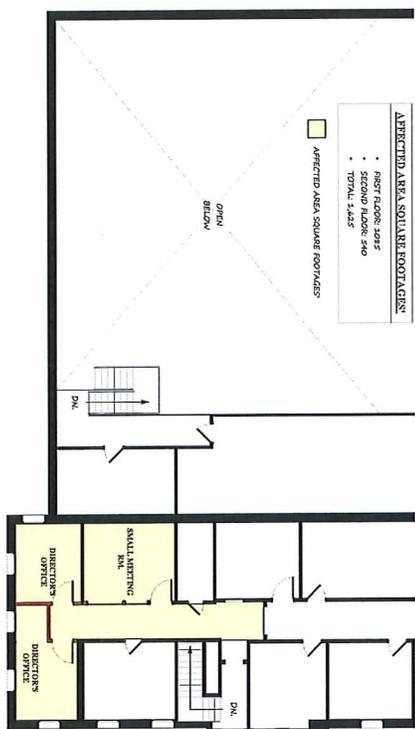
First Floor (Existing)
SCALE: 1/8" = 1'-0"



First Floor (Proposed)
SCALE: 1/8" = 1'-0"

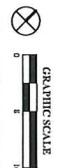


Second Floor (Existing)
SCALE: 1/8" = 1'-0"



Second Floor (Proposed)
SCALE: 1/8" = 1'-0"

- AFFECTED AREA SQUARE FOOTAGES:**
- FIRST FLOOR: 1095
 - SECOND FLOOR: 540
 - TOTAL: 1635
- AFFECTED AREA SQUARE FOOTAGES:**



A-1

Preliminary/
Not For
Construction

Town of Smithfield - Town Hall Renovation
310 Institute St, Smithfield, VA 23430

Existing & Proposed Floor Plans

NO.	DATE	ISSUE
04.15.19		FOR MEETING W/T.O.S.
05.03.19		FOR TEAM REVIEW
06.14.19		FOR TEAM REVIEW
06.18.19		FOR TEAM REVIEW

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TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

June 21, 2019

TO: Public Buildings and Welfare Committee
FROM: Brian S. Thrower, Town Manager *BST*
SUBJECT: Fireworks Display - Request to Use Clontz Park

Attached is a letter from Isle of Wight County requesting use of Clontz Park for the July 3, 2019 fireworks display.

Recommendation

I recommend Town Council approve use of Clontz Park for the July 3, 2019 fireworks display.

TOWN MANAGER'S OFFICE

911 South Church Street • P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 Fax (757) 365-9508
www.smithfieldva.gov • Local Cable Channel 189

Find us on 



Local Roots, Global Reach

ISLE OF WIGHT COUNTY, VIRGINIA

June 12, 2019

Town of Smithfield
Attn: Bryan Thrower, Town Manager
P.O. Box 246
Smithfield, VA 23431

Dear Mr. Thrower:

This letter is to request use of Clontz Park for the annual July 3, 2019 fireworks display. The start time of the show is 9:30pm. We have contracted with American Fireworks Company to provide the show. County Staff will be on site the morning of July 3rd and I am requesting that the entrance to Clontz Park be unlocked by 8:00am so the shooting crew may have ample time to set up.

For your knowledge, our office has been in contact with an Emergency Services Representative for Isle of Wight County, requesting their services at Clontz Park.

Thank you for your time and assistance with this event. If you should have any questions please give me a call at 757-357-5959 or 757-817-6906

Thank you,

Jenilee Hallman
Fair/Events Coordinator
Isle of Wight County Parks and Recreation

**APROPRIATION RESOLUTION
FISCAL YEAR 2019-2020**

WHEREAS, in order to provide for the operation of the government of the Town of Smithfield, the Town Council of the Town of Smithfield finds it necessary to appropriate the funds budgeted for fiscal year 2019-2020, beginning July 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Smithfield that the following sums of money, or as much thereof as may be authorized by law, as may be needed or deemed necessary to defray all expenses and liabilities of the Town are hereby appropriated for the corporate purposes and objects of the Town as herein below specified for the fiscal year commencing on the 1st day of July, 2019, and ending on the 30th day of June, 2020:

A. From General Corporate Taxes and Revenue:

Operating Expenses:

General Government	\$ 733,796
Treasurer	668,739
Public Safety	2,623,040
Planning, Engineering & Public Works	855,114
Public Buildings	264,727
Community Development	2,409,807
Contributions - Parks, recreation & cultural	530,000
Contributions	396,902
Parks, Recreation & Cultural	1,226,569
Debt Service	<u>484,771</u>

Total Operating Expenses \$10,193,465

Non Departmental \$ 27,300

Other Financing Uses

Transfer to Operating Reserves	\$ <u>50,000</u>
Total Other Financing Uses	\$ 50,000

Capital Outlay:

Treasurer	\$ 66,850
Public Safety	66,000
Planning, Engineering & Public Works	2,493,420
Parks, Recreation & Cultural	<u>77,000</u>
Total Capital Outlay	\$ 2,703,270

Total General Funds Expenses \$12,974,005

Road Maintenance Funds \$ 1,244,175

GRAND TOTAL **\$ 14,218,180**

B. Appropriations for the Foregoing Expenses from the Following General Government Revenue:

General Property Taxes:

Real Estate	\$	2,110,233
Personal Property		645,000
Public Service Corporation Tax		29,645
Penalties & Interest		<u>35,700</u>
Total General Property Taxes		\$2,820,578

Other Local Taxes

Bank Franchise	\$	150,000
Sales		360,000
Utility		200,000
Meals-4.25%		1,177,731
Meals-2%		554,226
Business Licenses		399,225
Vehicle Licenses		241,000
Cigarette		250,000
Transient Occupancy		219,000
Peg Channel		1,920
Consumption		50,000
Miscellaneous		<u>20</u>
Total Other Local Taxes	\$	3,603,122

Permits, Fees & Licenses

Permits		20,000
Inspection Fees		4,200
Administrative Fees		10,000
Dog Park Registration Fees		1,000
Consultant Review Fees		<u>1,500</u>
Total Permits, Fees & Licenses	\$	36,700

Fines \$ 40,000

Revenue from Use of Money and Property \$ 427,832

Other Revenue \$ 1,000

Revenue from Commonwealth Of Virginia \$ 967,545

<u>Revenue from Federal Government</u>	\$ 2,512,040
<u>Other Financing Sources:</u>	
Contributions	\$ 286,556
From Reserve Funds:	
Windsor Castle Preservation Fund	38,000
Fund Balance	<u>2,240,632</u>
Total Other Financing Sources	\$ 2,565,188
Total General Funds Revenues	\$ 12,974,005
<u>Road Maintenance</u>	<u>\$ 1,244,175</u>
GRAND TOTAL	\$ 14,218,180

C. **Appropriations for the Foregoing Expenses from the Following Water and Sewer Revenue**

Operating Revenue

Charges For Services-Water	\$ 1,411,037
Charges For Services-Sewer	677,664
Water Debt Service Revenue	251,055
Sewer Compliance Revenue	393,031
Connection Fees-Water	29,700
Connection Fees-Sewer	71,100
Application Fees-Water	9,720
Miscellaneous – Water	5,000
Miscellaneous – Sewer	<u>500</u>
Total Operating Revenue	\$2,848,807

Operating Expenses

For Water Operating Expenses	\$ 1,874,430
For Sewer Operating Expenses	<u>2,423,911</u>
Total Operating Expenses	\$4,298,341

Non-Operating Revenue (Expenses)

Availability Fees-Water	122,400
Availability Fees-Sewer	185,400
Interest Revenue-Water	20,000
Interest Revenue-Sewer	9,000
From reserves – water	487,499

From reserves – sewer	537,735
Contribution from Isle of Wight County – water	<u>87,500</u>
Total Non-Operating Revenue (Expenses)	\$1,449,534

D. **Summary**

Appropriated from general corporate taxes and revenue	\$14,218,180
Appropriated from water and sewer revenues & reserves	<u>\$4,298,341</u>
TOTAL:	\$18,516,521

These appropriations shall be effective as of July 1, 2019.

Adopted: July 2, 2019

T. Carter Williams, Mayor

Attest:

Lesley G. King, Clerk

AN ORDINANCE TO INCREASE THE REAL ESTATE TAX RATE

WHEREAS, the Town Council of the Town of Smithfield held a public hearing on the proposed budget on Tuesday, June 4, 2019 at 6:30 p.m. in the council chambers in The Smithfield Center, 220 N. Church Street, meeting room A, Smithfield, Virginia; and,

WHEREAS, after consideration of the Town's current and projected financial needs, the Town Council of the Town of Smithfield finds it to be in the best interest of the public health, safety and welfare of the citizens of the Town to increase the tax rate on real estate from its current rate of \$0.16 per \$100 of assessed value to a new rate of \$0.19 per \$100 of assessed value.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA, that the tax rate on real estate is increased from its current rate of \$0.16 per \$100 of assessed value to a new rate of \$0.19 per \$100 of assessed value.

This ordinance shall be effective as of July 1, 2019.

ADOPTED this 2nd day of July, 2019.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Clerk

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF SMITHFIELD, VIRGINIA, AS AMENDED, BY THE AMENDMENT OF SECTIONS 74-202 AND 74-205 OF ARTICLE VII, "CIGARETTE TAX " TO CHAPTER 74, "TAXATION" IN ORDER TO CHANGE THE RATE OF TAX IMPOSED ON THE SALE OR USE OF CIGARETTES AND TO REDUCE THE DISCOUNT TO DEALERS.

WHEREAS, the Town of Smithfield under Section 9. of its Charter and Section 15.2-1104 of Virginia (1950), as amended, is authorized to enact taxes on property and other lawful subjects as in the judgment of the Town Council are necessary to pay the debts, defray the expenses, accomplish the purposes and perform the functions of the town; and

WHEREAS, under Section 58.1-3830 et sequitur, of the Cod of Virginia (1950), as amended, and the aforesaid authority, the town is authorized to levy a tax upon cigarettes sold within the town; and

WHEREAS, this Council deems the levy of a tax equivalent to \$0.025 for each cigarette sold within the town is necessary to pay the debts, defray the expenses, accomplish the purposes and perform the functions of the town; and

WHEREAS, this Council deems that the discount allowed to dealers to cover the cost of affixing stamps to packages of cigarettes shall be reduced from eight percent to six percent of the face value of the cigarette stamps; and,

WHEREAS, the proposed increase in the cigarette tax was considered as part of the Town's budget and a public hearing was held on June 4, 2019;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA:

1. The Town Code is amended by the amendment of Section 74-202 of Article VII, Chapter 74, which said Section reads as follows:

Sec. 74-202. Rate and amount of tax on sale of cigarettes.

For the period beginning July 1, 2019, and for each and every fiscal year thereafter beginning July 1 and ending June 30 of each such year, unless otherwise changed by the town council, there is hereby levied and imposed by the town, upon each and every sale of cigarettes on and after July 1, 2019, a tax equivalent to \$ 0.025 for each cigarette sold within the town, the amount

of tax to be paid by the seller, if not previously paid, in the manner and at the time provided in this article.

This ordinance shall become effective immediately upon adoption.

Adopted this 2nd day of July, 2019.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Lesley G. King, Clerk

AN ORDINANCE TO AMEND AND REVISE CHAPTER 82, SECTION 82-33 OF THE CODE OF THE TOWN OF SMITHFIELD, VIRGINIA

WHEREAS, the Town Council of the Town of Smithfield deemed it to be necessary and important to make a study of its water and sewer rates so as to ensure the long-term viability of the Town's public utilities; and,

WHEREAS, the Town Council caused such a study to be made by its staff; and,

WHEREAS, after careful evaluation of the water rate study by its finance committee and water and sewer committee, the Town Council finds it to be in the best interest of public health, safety and welfare of the citizens of the Town of Smithfield to amend certain provisions of the Code of the Town of Smithfield to change or provide for usage fees for the Town's water system:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA:

1. That Chapter 82, Section 82-33 (a) of the Code of the Town of Smithfield, Virginia is repealed and reenacted as follows:

Sec. 82-33. Service Charges—Generally.

(a) The following service charges for water shall be charged by the town:

- (1) For service rendered within corporate limits: The bimonthly rate for water customers shall be \$11.47, plus \$6.32 per 1,000 gallons for all water used during the bimonthly billing period.
- (2) For service rendered outside corporate limits: The bimonthly rate for water customers shall be \$11.47, plus \$7.91 per 1,000 gallons for all water used during the bimonthly billing period.

2. This ordinance shall become effective July 1, 2019.

ADOPTED this 2nd day of July, 2019.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Clerk

**AN ORDINANCE TO AMEND AND REVISE CHAPTER 82, SECTION 82-92 OF THE CODE
OF THE TOWN OF SMITHFIELD, VIRGINIA**

WHEREAS, the Town Council of the Town of Smithfield deemed it to be necessary and important to make a study of its water and sewer rates so as to ensure the long-term viability of the Town's public utilities; and,

WHEREAS, the Town Council caused such a study to be made by its staff; and,

WHEREAS, after careful evaluation of the sewer rate study by its finance committee and water and sewer committee, the Town Council finds it to be in the best interest of public health, safety and welfare of the citizens of the Town of Smithfield to amend certain provisions of the Code of the Town of Smithfield to change or provide for usage fees for the Town's sewer system:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, VIRGINIA:

1. That Chapter 82, Section 82-92 (a) of the Code of the Town of Smithfield, Virginia is repealed and reenacted as follows:

Sec. 82-92. - User charges—Generally.

(a) The following user charges for wastewater collection shall be charged by the town:

(1) Wastewater user charges shall be based on the metered water consumption on the premises. The bimonthly sanitary sewer service charge within the corporate limits of the town, shall be \$18.62, plus \$3.61 per 1,000 gallons.

(2) The bimonthly sanitary sewer service charge outside the corporate limits of the town, shall be \$18.62, plus \$4.51 per 1,000 gallons.

2. This ordinance shall become effective July 1, 2019.

ADOPTED this 2nd day of July, 2019.

TOWN COUNCIL OF THE
TOWN OF SMITHFIELD

By _____
T. Carter Williams, Mayor

ATTEST:

Clerk



**TOWN OF SMITHFIELD
TASK ORDER No. 5
Citizen Information Meeting for the
Smithfield to Nike Park Trail – Segment 3 Alternatives Project**

June 28, 2019

Project Title: Citizen Information Meeting for Smithfield to Nike Park Trail – Segment 3 Alternatives Project

This Task Order is entered into by and between Kimley-Horn and Associates, Inc. (Consultant or Kimley-Horn) and the **Town of Smithfield** (Owner). This Task Order incorporates by reference the Consulting Agreement entered into by the Parties dated January 2, 2013 (the Master Consulting Agreement). The Master Consulting Agreement is hereby amended and supplemented as follows:

Background and Project Description:

Kimley-Horn has provided the Town of Smithfield with a Draft version of the Smithfield to Nike Park Trail – Segment 3 Alternatives Analysis. Segment 3 of the Smithfield to Nike Park Trail connects Battery Park Road to Downtown Smithfield, generally along S. Church Street or within neighborhoods directly adjacent to S Church Street. The analysis evaluated five alternatives between Battery Park and Downtown Smithfield and provided conceptual design exhibits of the proposed improvements, typical section options, opinions of probable construction costs, and approximate right-of-way impacts.

After presenting the five alternatives to Town Council, they requested Kimley-Horn and Town Staff host a Citizen Information Meeting to share alternatives with residents and business owners along the project corridor. As part of this task, Kimley-Horn will prepare presentation materials, attend the Citizen Information Meeting, and summarize results in a memo.

Scope of Services

Task 101 – Develop Display Boards and Supplemental Materials

Kimley-Horn will develop display boards for the Citizen Information Meeting that display the project corridor and the five alternatives evaluated for the improvements. Kimley-Horn anticipates developing six (6) display boards: one depicting all five alternatives five depicting each of the alternatives alone. Kimley-Horn will develop display boards depicting the typical sections planned for the five alternatives. Kimley-Horn will develop a questionnaire for distribution at the Citizen Information meeting.



Task 102 – Citizen Information Meeting

Kimley-Horn will have three (3) individuals attend the Citizen Information Meeting and support the Town by attending display boards and answering questions from citizens during the meeting. No formal presentation will be developed or performed by Kimley-Horn.

Task 103 – Review Citizen Feedback

Kimley-Horn will review feedback provided by Citizens and provide the Town with a memo summarizing information received from the meeting. Memo will document number of comments received, breakdown of responses for each alternative, and summarization of responses from citizens. Kimley-Horn will attend one Town Council meeting and present the results from the Citizen Information Meeting.

SERVICES NOT INCLUDED

Any services not specifically provided for herein, as well as changes in the scope of proposed services and revisions requested by the Client after substantial completion of the proposed services, will be considered additional services and will be performed at our current hourly rates as of the date of your authorizing the work. No additional services will be performed without authorization by you in the manner you specify. If you so request, we will also offer for your consideration fixed fee proposals for any additional services that you may require.

SCHEDULE

We will provide our services as expeditiously as practicable according to a mutually agreed upon schedule. The Citizen Information meeting is currently scheduled for July 8.

Fee and Expenses

Kimley-Horn will perform the services described above for the fees listed below. In addition to the hourly not-to-exceed fee, direct reimbursable expenses such as express delivery services, outside reprographics, fees, local mileage and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 101 – Develop Display Boards and Supp. Materials	\$ 5,313.61
Task 102 – Citizen Information Meeting	\$ 4,267.27
Task 103 – Review Citizen Feedback	\$ 3,879.62
Reimbursable Expenses	\$ 1,000.00

The above scope of services will be provided on an hourly basis within a not-to-exceed budget of \$ 14,500

Payment will be due within 25 days of your receipt of the invoice.



Miscellaneous Provisions

Regulatory matters: Except as otherwise required or provided in the Scope of Services, Consultant will not meet or confer with any member of any federal, state or local regulatory agency concerning the services without obtaining the prior consent of Owner.

IN WITNESS WHEREOF, Owner and Consultant have executed this amendment to the Master Consulting Agreement.

OWNER: The Town of Smithfield

BY: _____
Brian Thrower, Town Manager

Date

Address for giving notices:

P.O. Box 246
Smithfield, VA 23431
Phone: (757) 365-4200
Fax: (757) 365-9508

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

BY:

TITLE: _____

DATE: _____

Address for giving notices:

ATTN: Jamie H. Weist, PE
11815 Fountain Way, Suite 300
Newport News, VA 22801
Phone: 757-320-5636
E-mail: Jamie.weist@kimley-horn.com